

**AGENDA
CITY OF MILLER
TUESDAY, DECEMBER 20, 2022
7:00 P.M.**

The City of Miller is an equal opportunity employer.

**Call to Order
Pledge of Allegiance**

**Approval of Agenda
Approval of Minutespgs. 1 - 2**

Public Input

Unfinished Business

1. 2nd Reading of Ordinance #740 – Budget Supplement.....pg. 3

New Business

1. 1st Reading of Ordinance #741 – Camping.....pg. 4
2. 1st Reading of Ordinance #742 – Removal Permit.....pg. 5
3. Resolution No. 2022-18 – Surpluspg. 6
4. Ted Huss – Vest.....pg. 7
5. St. Lawrence Intergovernmental Agreementpgs. 8 - 10

Approval of Bills

Executive Session

Personnel Pursuant to SDCL 1-25-2(1)

6. Employee Snow Day Payroll

Adjourn

A decorative cursive script that reads "Merry Christmas". The letters are elegant and flowing, with large loops and flourishes, particularly under the 'M' and 'C'.

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Public comments are welcomed during public input, but no action can be taken by the Council on comments received at this meeting. Anyone wishing to have the Council vote on an item should call the Finance Office at 853-2705 by 5:00 p.m. on the Wednesday preceding the next scheduled meeting to be placed on the agenda.

**CITY OF MILLER
CITY COUNCIL MEETING
DECEMBER 5, 2022**

The City of Miller is an equal opportunity employer.

The City Council met in regular session at city hall at 7:00 p.m. on Monday, December 5, 2022.

MEMBERS PRESENT: Mayor Ron Blachford, Aldermen: Tom McGough, Jim Odegaard, Mike Wetz, Joe Zeller, and Alderwomen: Tammy Lichty arrived at 7:04. Absent: Susan Hargens

CALL TO ORDER: Mayor Blachford called the meeting to order.

Pledge of Allegiance was said by all present.

AGENDA: Motion by Alderman Odegaard, seconded by Alderman Zeller to approve the agenda as amended to remove the executive session. All members voted aye. Motion carried.

MINUTES: Motion by Alderman Zeller, seconded by Alderman McGough to approve the minutes for the regular meeting held on November 21, 2022. All members voted aye. Motion carried.

PUBLIC INPUT

None.

DEPARTMENT HEAD REPORTS

Ron Hoffiezer stated prices for camping spots are going to have to vary as there are nonelectric sites. Alderman McGough asked Chief Huss about the inventory that he presented to the council. Huss commented that some items that were listed were not present, other items were present but not listed. Alderman McGough also asked if he was in need of any items necessary for safety. Chief Huss did not think so. Huss also stated that Kevlar vests do expire but the other 3 officers' vests are in compliance. He is using a vest from his prior employer until a vest can be ordered and received for him. McGough asked Dustin Graham about removing utility poles. Graham stated that he will not need Dakota Energy to remove any of the remaining poles. Alderman McGough asked that finance officer, Sheila Coss, get a rough estimate of sales tax on groceries for a year.

NEW BUSINESS

Fuel Bids: Motion by Alderman McGough, seconded by Alderman Wetz to approve the fuel bid from Cowboy Country Stores for a 6 cents per gallon discount and fuel tax credit. This was the only bid received. All members voted aye. Motion carried.

Underground Service Quick Restorer: Motion by Alderman Wetz, seconded by Alderman McGough to have Dustin Graham purchase an Underground Service Quick Restorer for the electric department from Wesco for \$5795. All members voted aye. Motion carried.

Brownfield Sites: NECOG is asking for the possible location of Brownfield sites for the DANR. They wish to identify possible contaminated sites for cleanup with future grants. The council asked finance officer, Sheila Coss to find out the cost to the property owners. (Per an email from NECOG on Tuesday, December 6, there will be no cost nor required cleanup of any identified Brownfield sites by the property owners.)

Farm & Home Show: Motion by Alderman Zeller, seconded by Alderman Wetz to have a booth at the Hand County Farm and Home show January 20 & 21. All members voted aye. Motion carried.

NECOG Agreement: Motion by Alderman McGough, seconded by Alderman Odegaard to have Mayor Blachford sign the NECOG Agreement for 2023. All members voted aye. Motion carried.

SDARWS Ballot: Motion by Alderman McGough, seconded by Alderman Wetz to vote for Terry Manning for the SDARWS board. All members voted aye. Motion carried.

End of Year Meeting: Motion by Alderman Wetz, seconded by Alderman Zeller to hold the year end meeting on December 28th at 8:00 a.m. All members voted aye. Motion carried.

Water/Wastewater Project Pay Requests: Motion by Alderwoman Lichty, seconded by Alderman Odegaard to approve **TLC Olson Construction, LLC** Payment No. 20 for \$160,285.63. Check will be printed when funds are received from DANR and RD. All members voted aye. Motion carried. Motion by Alderman Wetz, seconded by Alderwoman Lichty to approve **TLC Olson Construction, LLC** Change Order No. 7 Rev 1. All members voted aye. Motion carried. Motion by Alderman Odegaard, seconded by Alderman Wetz to approve **SPN Phase III** invoices 27377-27379 for a total of \$13,507.64. Check will be printed when funds are received from DANR and RD. All members voted aye. Motion carried.

Resolution 2022-17 Contingency Fund Transfer: Motion by Alderman McGough, seconded by Alderman Zeller to approve Resolution 2022-17 – Contingency Fund Transfer. All members voted aye. Motion carried.

1st Reading of Ordinance #740 – Budget Supplement: Mayor Blachford had the 1st Reading of Ordinance #740.

Removal Permits: Motion by Alderman Zeller, seconded by Alderman Wetz to approve removal permits for Colleen Peterman to remove a house and for Jerry Fanning to remove the HiLite building. All members voted aye. Motion carried.

Approval of Bills: Motion by Alderman Odgaard, seconded by Alderman Wetz to approve the bills for payment. All members voted aye. Motion carried.

Motion by Alderwoman Lichty, seconded by Alderman Zeller to adjourn the meeting. There being no further business, the meeting was adjourned at 8:01 p.m. All members voted aye. Motion carried.

Ronald Blachford, Mayor

Sheila Coss, Finance Officer

LEGAL NOTICE OF RECEIPT

Copy of the official proceedings

was received on: _____

Published once at the

approximate cost of: _____

Bills December 2022 (1)

A & B Business	Supplies	450.00
Arbor Day Foundation	Membership	15.00
BDS	Garbage	350.00
Builders Solutions	Parts	15.96
City Utilities	Utilities	5,902.67
Diesel Services of Huron	Repairs	2,787.91
Dollar General	Supplies	21.00
Hand Co. ROD	Prof Fees	30.00
Hand Co. Weed and Pest	Spraying	641.36
Hofliezer, Ron	Reimb	15.00
Inland Truck Parts	Parts	112.78
John Deere Financial	Parts/Supplies	2,969.67
Milbank WinWater	Supplies	1,545.50
Morris Inc	Sand Seal	10,051.68
Oakley Farm & Ranch	Supplies	131.18
OHED	80% BBB	2,394.22
Postmaster	Postage	420.00
Resco	Supplies	94.29
SDML	Memberships	277.00
Stan Houston	Supplies/Cones	2,012.45
Storey Kenworthy	Supplies	756.23
	Accounts Payable Total	<u>\$30,993.90</u>

Payroll Salary plus

Benefits by Department:

12/8/2022

Department	w/o OT	OT	Total
41402 FINANCE OFFICE	3,107.00	0.00	3,107.00
42101 POLICE	14,199.12	3,335.08	17,534.20
43101 STREET	7,417.43	40.31	7,457.74
43201 SEWER	5,206.29	30.41	5,236.70
43305 WATER	5,443.89	30.39	5,474.28
43403 ELECTRIC	16,793.09	0.00	16,793.09
	<u>\$52,166.82</u>	<u>\$3,436.19</u>	<u>\$55,603.01</u>

ORDINANCE #740

The City of Miller is an equal opportunity employer.

BE IT ORDAINED BY THE CITY OF MILLER that the following sum is supplementary appropriated to meet the obligation of the municipality.

101 - General Fund

43501 42651

\$6,500.00 Airport Fuel

Source of Funding

34000 34901

\$6,500.00 Airport Fuel Sales

Ronald Blachford, Mayor

ATTEST:

Sheila Coss, Finance Officer

(SEAL)

Record of Votes:

Alderswoman Hargens -
Alderswoman Lichty -
Alderman Wetz -
Alderman Odegaard -
Alderman Zeller -
Alderman McGough -

First Reading: December 5, 2022

Second Reading: December 20, 2022

Adoption: December 20, 2022

Publication: December 24, 2022

Published once at the approximate cost of:

ORDINANCE #741

The City of Miller is an equal opportunity employer.

AN ORDINANCE AMENDING SECTION 28-10 OF THE ORDINANCES OF THE CITY OF MILLER, SOUTH DAKOTA.

BE IT ORDAINED by the City of Miller, South Dakota, that Article II. Camping, Section 28-10. Days is hereby amended to read as follows:

Article II. CAMPING

Sec. 28-10. Days

1. Camping is on a first come, first served basis, in designated areas, with a free will offering for the first three days. A daily fee will be charged for each day after the three free will days as provided in the city fee schedule.
2. Self-Registration will be required. Registration material is available at the campground entrance. Non registered campers will be asked to leave

Ronald Blachford, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer

Record of votes:

Alderman McGough -
Alderman Odegaard -
Alderman Zeller -
Alderman Wetz-
Alderwoman Lichty -
Alderwoman Hargens -

1st Reading – December 20, 2022
2nd Reading – January 3, 2023
Adoption – January 3, 2023
Publication – January 7, 2023

ORDINANCE #742

The City of Miller is an equal opportunity employer.

AN ORDINANCE AMENDING SECTION 40-31 OF THE ORDINANCES OF THE CITY OF MILLER, SOUTH DAKOTA.

BE IT ORDAINED by the City of Miller, South Dakota, that Article II. ADMINISTRATION AND ENFORCEMENT, Section 40-31. Building Permit Required is hereby amended to read as follows:

Article II. ADMINISTRATION AND ENFORCEMENT

Sec. 40-31. Building and Removal Permit Required.

1. A building or removal permit is required for any building to be erected, moved, removed, added to or structurally altered.
~~No building or other structure shall be erected, moved, removed, added to or structurally altered without a permit therefor, issued by the council.~~
 - a. No building permit shall be issued except in conformity with the provisions of this chapter.
 - b. A building permit shall not be required for the internal remodeling of a structure.
 - c. A building permit application requiring variance for lot line location must be accompanied with a certified survey showing lot line location.
2. Removal permits require proof that the water and sewer have been capped off. Council approval will be determined after the electric, water and sewer superintendents have been consulted and signed the permit.
 - a. A deposit as set forth in the fee schedule will be required for all removal permits and will be returned upon proper capping of the sewer near the main.
 - b. Surcharges and base fees will be removed from the property upon inspection and approval by the electric and water/sewer superintendents.

Ronald Blachford, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer

Record of votes:

RESOLUTION NO. 2022-18

The City of Miller is an equal opportunity employer.

BE IT RESOLVED AS FOLLOWS:

WHEREAS, certain municipal personal property is no longer useful, necessary, or suitable for municipal purposes; and,

WHEREAS the items are of no use and need to be destroyed.

THEREFORE, BE IT RESOLVED that the following municipal property be declared surplus property to wit:

Police Department

All Traffic Solutions Speed Monitor, SL170103053 – cost to repair exceeds cost of replacement

Motorola DS radio – being replaced via Grant, surplus to Fire Dept.

(12) EF Johnson Digital Radio – obsolete

(2) Noptic Vision Thermal Cameras – received from Grant, no longer working

(2) Martel Patrol Care Video Camera – obsolete

Laser Atlanta Lidar Gun – no longer working and obsolete

Apex 55" TV – received from Council, no longer working

(2) Dell Inspiron computer tower – obsolete

(5) HP computer tower – obsolete

(2) Compaq computer tower – obsolete

Brother Fax Machine – obsolete

(3) Computer Monitor – obsolete

(3) Body Armor Vests – obsolete

Whelen Siren and (2) Controller and Console – obsolete

Dated this 20th day of December 2022.

Ronald Blachford, Mayor

(SEAL)

ATTEST:

Streicher's - Minneapolis
911 W Hwy 55
Minneapolis, MN 55441
Phone: 763-546-1155
Fax: 763-546-6776



SALES QUOTE

Federal ID # 41-1458127

Sales Quote Number: Q350458
Sales Quote Date: 12/12/22
Page: 1

Sell 8991
To: MILLER POLICE DEPT.
120 WEST 2ND ST
MILLER, SD 57362

Ship
To: MILLER POLICE DEPT.
120 WEST 2ND ST
MILLER, SD 57362

Phone: (605) 853-2400
Fax: (605) 853-2551

Ship Via
Terms Net 15

SalesPerson Brant Minsaas
Phone: 612-961-7048
E-mail: brantm@streichers.com

Item No.	Description	Unit	Quantity	Unit Price	Total Price
SPA-WSXM2.Z	Ball.Panel Set: NASPO , SX, Male, Lvl 2	EA	1	930.00	930.00
	Naspo State Contract Price				
SBA-WORC6566.Z	Tactical Assault Carrier:NASPO,Oregon City 6566 (size,color)	EA	1	276.00	276.00
	Naspo State Contract Price				
PRT-WID4	ID PATCHES: NASPO, 8.5 x 3, SPECIFY LETTERING/COLORS Police in white	EA	1	7.50	7.50

Quoted prices do not include Sales Tax. All quoted prices are valid for 60 days from the date of the quote.

Total: 1,213.50

**INTERLOCAL AGREEMENT FOR
CITY FINANCE OFFICER SERVICES**

THIS AGREEMENT is effective the 1st day of January 2023, between the City of St. Lawrence, South Dakota, a municipal corporation ("St. Lawrence"), and the City of Miller, South Dakota, a municipal corporation ("Miller").

WITNESSETH:

WHEREAS, St. Lawrence does not currently have a finance officer and is desirous of contracting with Miller for the performance of certain duties of the city finance officer through the office of the City Finance Office of Miller; and

WHEREAS, Miller is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

WHEREAS, such services agreements are authorized and provided for by the provisions of South Dakota Codified Law SDCL § 9-12-4 et al.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. Term of Agreement.

This Agreement shall be in effect on the 1st of January 2023 and continue through the 31st of December 2023.

2. Services—General.

Miller shall provide the following general administrative and support services:

a. Administration.

Miller shall employ, train, and supervise all necessary personnel to perform the services required by this contract.

b. Office Location/Hours/Availability.

The primary location for delivery of services and storage of all St. Lawrence documents, records, data, and other materials (hereinafter "records") shall be St. Lawrence City Hall, at 106 N. Commercial Ave., St. Lawrence, SD 57373. For so long as this Agreement remains in effect, for convenience Miller may maintain a secondary location at its regular place of business within the Municipal Building in Miller, South Dakota. It is expressly understood that immediately upon termination of this Agreement, all records that constitute the property of St. Lawrence must be returned to the St. Lawrence City Hall, at 106 N. Commercial Ave., St. Lawrence, SD. Miller, unless otherwise directed by the Board of Trustees of St. Lawrence, Miller shall post and maintain regular business hours at the Municipal Building in Miller, SD; events at the St. Lawrence City Hall may be by appointment or notice only, and either party may schedule and appear at those events to ensure regular public access to records. Miller shall allow members of the Board of Trustees of St. Lawrence access to St. Lawrence records at any reasonable time, without delay, and notwithstanding the location of said records.

c. Employee Training and Policies and Procedure.

Miller shall be primarily responsible for all activities and expenses related to employee training; however, from time to time the Parties may agree in advance to provide certain training and allocate the respective expenses. Nothing in this Agreement shall be construed to waive or otherwise circumvent regular procedures for the approval of expenditures.

d. Facilities/Equipment/Inventory.

St. Lawrence shall be primarily responsible to provide such facilities, equipment, and inventory of supplies as are necessary to fully provide the services required herein; however, from time to time the Parties may agree otherwise to allocate the respective expenses. Nothing in this Agreement shall be construed to waive or otherwise circumvent regular procedures for the approval of expenditures.

3. Litigation and Civil Hearing Support.

Upon reasonable notification thereof by St. Lawrence, Miller staff shall appear in court in connection with any criminal enforcement or civil hearing, and for all other hearings on municipal matters. Subpoenas shall not be necessary to ensure such appearance of Miller staff. Miller staff shall also bring all necessary records and documents with them to the court and/or other hearings without the requirement of a Subpoena Duces Tecum.

Miller staff shall further provide all necessary administrative support for appeals before the Board of Trustees of St. Lawrence. Such support shall include, but is not limited to, scheduling of hearings, payment of necessary fees, maintaining records of hearing proceedings and decisions, and provision of adequate hearing facilities.

4. Consideration.

- a.** In consideration for Miller's performance of the duties listed herein, St. Lawrence shall pay Miller \$1,000.00/month = \$12,000/year for Shelia Coss, Finance Officer, Christi Pamburg, Deputy Finance Officer and Cindy Deutor, Executive Assistant.

b. Access to Employment Information.

St. Lawrence shall have access to the employment records of Miller staff for the purposes of 1) verifying invoices, charges, duties performed, and hours worked, 2) ensuring compliance with applicable laws and regulations, and 3) ensuring compliance with contracts or other agreements that St. Lawrence may engage in or enter into from time to time.

c. Dispute Procedures.

If St. Lawrence disputes a charge or does not believe it has sufficient information to approve a charge when invoked, it shall notify Miller of the dispute or question prior to the date payment is due. The parties agree to address the matter in good faith and without delay. Charges not in question or dispute shall be paid in a timely manner; payment for charges in dispute or in question shall be suspended until such time as the dispute is resolved or the charges are sufficiently clarified.

5. Accountability.

Miller shall provide St. Lawrence with monthly reports concerning Miller's performance under this contract. At a minimum, such reports shall reflect the following information:

- Recommended Bank Statements
- YTD Expense and Revenue Budget Reports
- Cash Report
- Trial Balance Report
- Other financial reports as requested

6. St. Lawrence to Provide Miller Copy of Code.

On an annual basis, St. Lawrence agrees to provide Miller with the most recent copy of the code. If the code is amended during the year, St. Lawrence shall supply a copy of the amendments prior to the time the amendment is to be enforced.

7. Duty to Follow South Dakota Codified Law.

Both parties shall follow South Dakota Codified Laws. Should either party refuse to abide by SDCL governing municipal government functions, this contract will be null and void immediately upon written documentation of the infraction. Such written documentation shall include a description of the infraction, be signed by both parties, and filed with this agreement upon such termination.

Unintentional infractions will be recognized and remedied immediately to avoid termination of this contract.

8. Renewal.

In order to facilitate the orderly performance of St. Lawrence's constitutional and statutory duties, as well as the duties anticipated in this Agreement, St. Lawrence shall submit to Miller by the first day of October, in the year of this Agreement's execution or renewal, a letter of intent (1) to renew this Agreement on its existing terms, (2) to renew this Agreement with certain specified modifications, or (3) to terminate the Agreement at the end of the calendar year; such notice shall include a list of any proposed modifications for the coming year, if any. Upon notice of St. Lawrence's intent to renew this Agreement, Miller may present any proposed modifications of its own. Both parties must take action to enforce any renewal of this contract, whether on the existing terms or as modified. Failure of either party to take action will be deemed a refusal to renew this Agreement on any terms beyond the calendar year, and the parties shall then go about the business of wrapping-up the association and returning all records to their primary location without delay.

9. Subcontracting.

Miller shall not assign or subcontract this agreement, or any part of the subject matter thereof, to any person, firm, or corporation without securing prior consent from St. Lawrence or its designees.

10. Insurance.

a. Worker's Compensation.

Miller will be responsible for providing and paying for all workers compensation insurance coverage for that city's employees, and St. Lawrence shall reimburse Miller upon the conclusion of this agreement for a prorated portion of workers compensation premiums. As such, Miller will give notice to

its workers compensation carrier intending that coverage will be extended to employee(s) providing services hereunder, even when providing services to St. Lawrence.

b. General Liability and Personal Injury Liability.

St. Lawrence shall provide general liability and personal injury liability coverage with limits equal to those regularly provided to Miller by its insurer or provider, covering actions or inaction of any Miller employee during the portions of time she is providing services to St. Lawrence. St. Lawrence shall ensure that its general liability and personal liability coverage includes actions or inactions of Miller's employee(s) during the time services are being provided to St. Lawrence and that this coverage would be the primary coverage for actions or inaction of those individuals. St. Lawrence will provide notice to its liability carrier or coverage entity regarding its primary coverage assumed hereunder, so as to ensure such coverage exists during all times that services are being provided to St. Lawrence.

11. Hold Harmless.

St. Lawrence agrees to indemnify, defend, save and hold harmless Miller for any liability arising from any action or inaction not otherwise covered by general liability insurance of any Miller employee who performs any services at the request of St. Lawrence during all times she is performing those services for St. Lawrence.

12. Termination.

This Agreement may be terminated at will by either party prior to its expiration date by giving thirty (30) days written notice of intent to terminate. No cause for such termination need be shown. In addition, this Agreement may be terminated by either party for a material breach of nonperformance of contract requirements upon thirty (30) days' written notice. Efforts on the part of either party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the contract upon thirty (30) days' notice.

13. Disposition of Assets or Equipment upon Termination or Expiration.

Upon the expiration or termination of this contract, each Party shall be entitled to keep or receive the assets, equipment and other material previously identified as the separate property of each municipality. This Agreement shall not give rise to any claim of ownership, interest, or unjust enrichment for either party with respect to assets, equipment, or other material. To the extent that the parties contribute jointly to the acquisition of any asset, equipment, or other material, the parties' respective ownership interest shall be determined by each party's respective initial contribution to the acquisition, unless otherwise agreed by the parties.

14. Funding-Out Provision.

It is specifically understood and agreed that a multi-year agreement of this nature is binding upon the Municipality if, and only if, each year's financial obligations are approved and authorized by the governing body then holding office. If at any time during the life of this Agreement, the governing body of either party shall fail or refuse to approve or authorize the funds due hereunder for the following municipal fiscal year, then this agreement shall terminate upon the end of the fiscal year for which funds were approved and authorized. Such a termination shall be without penalty to the parties.

15. Ratification.

Acts, taken pursuant to this contract, but prior to its execution are hereby ratified and confirmed.

City of St. Lawrence

Shirley Peck
President Shirley Peck

ATTEST:

Dean Kaida
Trustee Dean Kaida

City of Miller

Mayor Ronald Blackford
Mayor Ronald Blackford

ATTEST:

President Tammy Lachy
President Tammy Lachy