

**AGENDA
CITY OF MILLER
MONDAY, DECEMBER 21, 2020
7:00 P.M.**

The City of Miller is an equal opportunity employer.

**Call to Order
Pledge of Allegiance**

**Approval of Agenda
Approval of Minutes pgs. 1 - 3**

Public Input

New Business

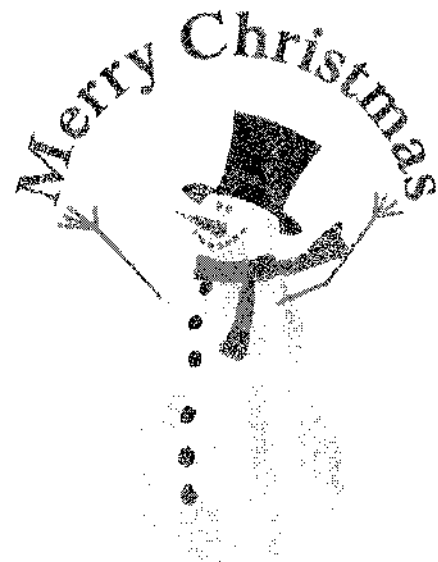
1. Ordinance #715 Rezone to Light Commercial pgs. 4 - 5
2. Ordinance #716 Appointed Officials pg. 6
3. Resolution No. 2020-21 Contingency Transfer pg. 7
4. Interlocal Agreement with St. Lawrence pgs. 8 - 14
5. Helms & Associates Invoice 22796 \$2,874.36 pg. 15
6. NorthWestern Energy Natural Gas Proposal – see attachments
7. Ward II Vacancy
 - Interested candidates
8. Set Year-End Meeting Date

Approval of Bills

Executive Session

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

Adjourn



**CITY OF MILLER
CITY COUNCIL MEETING
DECEMBER 7, 2020**

The City of Miller is an equal opportunity employer.

The City Council met in special session at city hall at 7:00 p.m. on Monday, December 7, 2020.

MEMBERS PRESENT: Mayor Ron Blachford, Aldermen Jim Odegaard, Tony Rangel, Bob Steers, Jeff Swartz and Joe Zeller.

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

Pledge of Allegiance was said by all present.

AGENDA: Motion by Alderman Rangel, seconded by Alderman Odegaard to approve the agenda as amended to remove Electric Lineman Position. All members voted aye. Motion carried.

MINUTES: Motion by Alderman Odegaard, seconded by Alderman Zeller to approve the minutes. All members voted aye. Motion carried.

PUBLIC INPUT

Jan Kittelson presented a letter to the mayor. Loretta Lundberg was present to ask about an ice-skating rink. The pond at the park is open for skating. Ron Hoffiezer stated that he cannot clear it due to equipment restraints. Alderman Steers commented that Bryan Breittling was happy to report that the 7-day and 14-day COVID numbers have been declining.

NEW BUSINESS

Ted Dickey, NECOG -- Phase II Financing: Ted Dickey was present by phone to explain the additional funding request for Phase II. Our grant funds expire in March 2021, and the project will not be completed. We are requesting an additional \$1,000,000 each for water and sewer to cover the shortfall. Mr. Dickey gave the worst-case scenario if we did use all of the requested funds as a loan. The plan is that the funds will be replaced with grant money.

Alderman Meyer - Resignation: Motion by Alderman Steers, seconded by Alderman Zeller to accept the resignation of Alderman SuAnne Meyer with commendation for her service to the city. Roll call vote: Alderman Steers -- aye, Alderman Rangel -- aye, Alderman Odegaard -- nay, Alderman Zeller -- aye, Alderman Swartz -- nay. Motion carried.

Appoint NECOG Board Member: Motion by Alderman Zeller, seconded by Alderman Steers to table an appointment to the NECOG Board. All members voted aye. Motion carried.

Pool Committee Chairman: Motion by Alderman Rangel, seconded by Alderman Odegaard to have Bob Steers replace SuAnne Meyer on the pool committee. Alderman Steers would like to discuss the chairman position with the entire committee in January. All members voted aye. Motion carried.

Shannon Speck -- New Taser: Motion by Alderman Rangel, second by Alderman Odegaard to have Chief Speck replace a ten-year-old taser for approximately \$1,500. All members voted aye. Motion carried.

Resolution 2020-17 Phase II Wastewater Funding Application: Motion by Alderman Rangel, seconded by Alderman Odegaard to approve Resolution 2020-17 -- Wastewater Funding Application. Roll call vote: Alderman Swartz -- aye, Alderman Zeller -- aye, Alderman Odegaard -- aye, Alderman Rangel -- aye, Alderman Steers -- aye. Motion carried.

Resolution 2020-18 Phase II Water Funding Application: Motion by Alderman Odegaard, seconded by Alderman Zeller to approve Resolution 2020-18 -- Water Funding Application. Roll call vote: Alderman Steers -- aye, Alderman Rangel -- aye, Alderman Odegaard -- aye, Alderman Zeller -- aye, Alderman Swartz -- aye. Motion carried.

Resolution 2020-19 Contingency Fund Transfer: Motion by Alderman Steers, seconded by Alderman Swartz to approve Resolution 2020-19 -- Contingency Fund Transfer. Roll call vote: Alderman Rangel -- aye, Alderman Steers -- aye, Alderman Odegaard -- aye, Alderman -- Zeller aye, Alderman Swartz -- aye. Motion carried.

Resolution 2020-20 Automatic Supplement: Motion by Alderman Zeller, seconded by Alderman Swartz to approve Resolution 2020-20 - Automatic Supplement for state and federal grants. Roll call vote: Alderman Swartz -- aye, Alderman Zeller -- aye, Alderman Odegaard -- aye, Alderman Rangel -- aye, Alderman Steers -- aye. Motion carried.

NECOG Agreement: Motion by Alderman Swartz, seconded by Alderman Odegaard to approve the NECOG Agreement for 2021. All members voted aye. Motion carried.

2021 Funding Requests: Motion by Alderman Rangel, seconded by Alderman Steers to budget \$75,000 for On Hand Economic Development and \$2,000 to Wheels and Meals for 2021. All members voted aye. Motion carried. Motion by Alderman Zeller, seconded by Alderman Odegaard to budget the following Utility Billing Credits for 2021: Helping Hands - \$2,500, Hand in Hand Daycare - \$600.00 All members voted aye. Motion carried.

Electric Project: DGR Invoices: Motion by Alderman Odegaard, seconded by Alderman Steers to pay DGR Engineering \$1,633 for invoices 243921-243922. All members voted aye. Motion carried.

Water & Sewer Project Invoices: Motion by Alderman Steers, seconded by Alderman Rangel to approve SPN Phase II invoices 22707-22709 and SPN Phase III invoices 22717-22719, 22722 for a total of \$31,380.55. All members voted aye. Motion carried. Motion by Alderman Swartz, seconded by Alderman Zeller to approve **Dahme** Pay Request No. 23 for \$276,056.91. All members voted aye. Motion carried. Motion by Alderman Odegaard, seconded by Alderman Swartz to pay **TLC Olson Const., LLC** Pay Request No. 4 for \$146,840.27. All members voted aye. Motion carried. Motion by Alderman Swartz, seconded by Alderman Steers to approve **TLC Olson Const., LLC** Change Order 1. All members voted aye. Motion carried.

Building Permits: Motion by Alderman Steers, seconded by Alderman Odegaard to approve the following building permits: Mike Beaner -- garage contingent upon payment and Ronalec Johnson -- remove house. All members voted aye. Motion carried.

Approval of Bills: Motion by Alderman Rangel, seconded by Alderman Swartz to approve the bills. All members voted aye. Motion carried.

Motion by Alderman Zeller, seconded by Alderman Steers to adjourn the meeting. There being no further business, the meeting was adjourned at 8:21 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 2020 (1)

A & B Business	Copier Meter	154.31
Agtegra	Fuel	319.38
American Solutions	Supplies	64.48
Arbor Day Foundation	Membership	15.00
BDS	Garbage	179.00
Builders Solutions	Supplies	11.95
City Utilities	Utilities	8,262.89
CK Welding	Supplies	14.60
Cowboy Country	Fuel	436.35
Dahme Construction	Construction Phase II	276,056.91
DGR Engineering	Cap Imp	1,633.00
Farnam's	Parts	177.07
Gordon Gross	Reimb	31.94
Hard County Ambulance	Ext. Mach. Fees	800.00
Kessler's	Supplies	29.69
MDRWS	Water	16,153.50
Miller Ace	Supplies	596.46
MCC	Prof Fees	225.00
Oakley Farm & Ranch	Supplies	29.65
OHED	80% BBB	4,775.04
Petty Cash	Reimb	42.40
Postmaster	Postage	260.00
Sanitation Products	Parts-Street Sweeper	1,878.83
SD Airport Mgmt Assn	Membership	25.00
SD DOH	Tests	30.00
SD DOR	Sales Tax	6,470.45
SD Gov't FO Assn	Membership	70.00
SD Gov't HR Assn	Membership	50.00
SDMEA	Membership	1,495.00
SDML	Membership	1,547.34
SDMSMA	Membership	35.00
SD Police Chiefs' Assn	Membership	97.08
Share Corp	Supplies	196.61
SPN	Prof Fees	31,380.55
Sturdevant's	Parts	27.10
TLC Olson Construction	Construction Phase III	146,840.27
Twin Valley Tire	Repair	27.55
	Accounts Payable Total	<u>\$500,429.40</u>

**Payroll Salary plus Benefits
by Department:**
**11/30/2020 &
12/08/2020**

Department	w/o OT	OT	Total
41110 COUNCIL	2,287.57	0.00	2,287.57
41410 FINANCE OFFICE	1,295.68	0.00	1,295.68
41910 BUILDING	219.18	0.00	219.18
42110 POLICE	11,828.04	1,898.94	13,726.98
43110 STREET	4,778.41	0.00	4,778.41
43210 SEWER	5,045.48	74.58	5,120.06
43310 WATER	5,045.40	74.57	5,119.97
43410 ELECTRIC	5,598.37	0.00	5,598.37
45210 PARK	40.47	0.00	40.47
	<u>\$36,138.60</u>	<u>\$2,048.09</u>	<u>\$38,186.69</u>

ORDINANCE #715

AN ORDINANCE TO AMEND ORDINANCE NO 448 OF THE CITY OF MILLER, AMENDING THE OFFICIAL ZONING MAP TO INCLUDE CERTAIN PROPERTY IN THE LIGHT COMMERCIAL ZONED DISTRICT.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MILLER, SOUTH DAKOTA:

The Official Zoning Map of the City of Miller, South Dakota, be amended to include the S. 97' of Lot 9 and the S. 97' of the E. 21' of Lot 10, Block 2, Original Miller Addition, City of Miller, County of Hand, State of South Dakota, also known as 203 W 1st Avenue and be designated in the Light Commercial Zoned District. This amendment to zone the described property from a Residential District to a Light Commercial District is conditional upon the property continuing to be used as a consignment shop.

Dated this 30th day of December 2020.

Ronald Blachford, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer

Record of Votes:

Alderman Steers - aye
Ward II Alderman -- vacant position
Alderman Rangel - aye
Alderman Odegaard - aye
Alderman Zeller - aye
Alderman Swartz - aye

December 15, 2020

To : Mayor Blackford &
Miller City Council Members

I'm requesting that the house at
903 W 1st Avenue, Miller be
re-zoned to commercial. In talking
to the Assessor's office this lot has
been zoned commercial in the past.

I'm planning on opening a business
at this address after Jan 1st, 2021.
It will be a consignment shop.

Thank you for your attention to this
request.

Sincerely,
Janice Herrington

ORDINANCE #716

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 2 SECTIONS 64 and 65 OF THE ORDINANCES OF THE CITY OF MILLER, SOUTH DAKOTA.

BE IT ORDAINED by the City of Miller, South Dakota, Chapter 2 be hereby amended as follows:

Sec. 2-64. - Appointed officers.

- (a) The appointive officers of the city shall be the ~~finance officer, deputy finance officer, attorney, police chief, public health officer, Americans with Disabilities representative, consolidated equalization representative, official depositories, one or more police officers~~ and such other officers as may be provided for by ordinance.
- (b) All appointive officers of the city shall be appointed by the mayor with the approval of the city council.
- (c) Each appointive city officer shall enter upon the discharge of his duties as soon as each have duly qualified and shall hold office until the appointment and qualification of his successor.
- (d) All appointive officers, ~~except the finance officer,~~ shall be commissioned by warrant under the corporate seal, signed by the mayor and finance officer. The mayor shall issue a certificate of appointment under the seal of the city to the finance officer.

Sec. 2-65. - Oath and bond of mayor, aldermen, city attorney and city finance officer.

- (a) The mayor, aldermen, and city attorney shall qualify by filing the constitutional oath with the city finance officer, and all other appointive officers shall qualify by executing the constitutional oath and by furnishing an undertaking, to be approved by the city council in such sum as it shall prescribe, conditioned for the faithful performance of the duties of their offices and to account, pay over and deliver all money or property coming into his hands by virtue of his office according to law.
- (b) ~~The amount of the bond of the city finance officer shall be annually established by the city council in an amount equal to the maximum monetary total estimated to be on hand at one time, but the amount of such bond required may not exceed \$50,000.00.~~

Dated this 30th day of December, 2020

Ronald Blachford, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer

RESOLUTION NO. 2020-21

The City of Miller is an equal opportunity employer.

WHEREAS insufficient appropriation was made in the 2020 adopted budget for the following departments to discharge just obligations of said appropriations; and

WHEREAS SDCL 9-21-6.1 provides transfers be made by resolution of the board from the contingency appropriation established pursuant to SDCL 9-21-6.1 to other appropriations;

THEREFORE, BE IT RESOLVED that the following appropriations be transferred from the contingency budget to the department budgets:

101 - General Fund

45202 43201 Park Buildings	\$5,150.00	Sidewalk
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Adopted the 21st day of December, 2020.

Ronald Blachford, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer

**INTERLOCAL AGREEMENT FOR
CITY FINANCE OFFICER SERVICES**

THIS AGREEMENT is made and entered effective the _____ day of January 2021, 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 office 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 2021 and continue through the 31st of December 2021.

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 Subpoenas 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. Hourly Rate.

In consideration for Miller's performance of the duties listed herein, St. Lawrence shall pay Miller on a pro-rated hourly basis according to the following schedule:

For Sheila Coss, Finance Officer:

Standard Hourly Rate \$39.46

Overtime Hourly Rate \$59.19

For Christi Danburg, Executive Assistant:

Standard Hourly Rate \$18.81

Overtime Hourly Rate \$28.22

For Cindy Deuter, Deputy Finance Officer:

Standard Hourly Rate \$27.54

Overtime Hourly Rate \$41.31

*These rates are
based on a 4% COL
increase beginning
January 1, 2021.*

b. Time Calculation.

Time shall be prorated to the quarter of an hour (0.25), or in fifteen-minute increments. Miller shall send St. Lawrence an itemized invoice for services at the end of each month; payment from St. Lawrence is due thirty (30) days from its receipt of the invoice.

For the purposes of this Agreement, overtime shall be calculated and applied consistent with and reflective of the current staff persons' employment with the City of Miller, except that overtime shall be limited to and may not exceed the total hours worked outside of normal business hours, or away from the Miller office, or both. By way of example and not limitation:

- i. Christi Danburg works a total of 40 hours one week on all tasks for both parties. The invoice would reflect 40 hours at the standard rate.
- ii. Christi Danburg works a total of 44 hours one week, including 40 hours for Miller and 4 hours for St. Lawrence (all of which were during normal business hours and conducted at the Miller office). The invoice would reflect 4 hours at the standard rate.
- iii. Christi Danburg works a total of 44 hours one week, including 36 hours for Miller, and 8 hours for St. Lawrence (4 of which were public meetings away from the Miller office and outside normal business hours). The invoice would reflect 2 hours at the standard rate, and 4 hours at the overtime rate.
- iv. Christi Danburg works a total of 50 hours one week, including 42 hours for Miller, and 8 hours for St. Lawrence (7 of which were at the Miller office, but outside normal business hours). The invoice would reflect 1 hour at the standard rate, and 7 hours at the overtime rate.

Notwithstanding anything in this paragraph, if a staff person spends twenty-five percent (25%) or more of their time performing duties under this Agreement for St. Lawrence, St. Lawrence shall be responsible to pay all actual overtime hours at the overtime rate. By way of example and not limitation:

- i. Christi Danburg works a total of 45 hours one week, including 30 hours for Miller, and 15 hours for St. Lawrence, or thirty-three percent (33%) of her time. All of the 15 hours were performed at the Miller office during normal business hours. The invoice would reflect 10 hours at the standard rate, and 5 hours at the overtime rate.

c. Pay for Board Meetings.

Time for board meetings will be paid at an hourly rate as set forth in St. Lawrence's annual salaries resolution kept on file in the finance office.

d. 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.

e. Dispute Procedures.

If St. Lawrence disputes a charge or does not believe it has sufficient information to approve a charge when invoiced, 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:

- Reconciled 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 indiscretion. Such written documentation shall include a description of the indiscretion, 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 designee.

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 Kolda
Trustee Dean Kolda

City of Miller

Mayor Ronald Blackford
Mayor Ronald Blackford

ATTEST:

President Tony Rangel
President Tony Rangel

Sheila		4% COL		per Year	2080
per hr	28.36	29.4944	29.49	61,339.20	
SDRS				3,680.35	6%
FICA				4,692.45	7.65%
DD	55.65			667.80	
VSP	10.44			125.28	
BCBS	958.87			11,506.44	
Life	6.00			72.00	
				82,083.52	39.46323
					NEW OT
					39.46 59.19

Christi		4% COL		per Year	2080
per hr	15.88	16.5152	16.52	34,361.60	
SDRS				2,061.70	6%
FICA				2,628.66	7.65%
DD				0.00	
VSP				0.00	
BCBS				0.00	
Life	6.00			72.00	
				39,123.96	18.8096
					NEW OT
					18.81 28.22

Cindy		4% COL		per Year	2080
per hr	18.27	19.0008	19.00	39,520.00	
SDRS				2,371.20	6%
FICA				3,023.28	7.65%
DD	55.65			667.80	
VSP	10.44			125.28	
BCBS	958.87			11,506.44	
Life	6.00			72.00	
				57,286.00	27.54135
					NEW OT
					27.54 41.31

Helms & Associates

PO Box 111

Aberdeen, SD 57402-

Tel: (605) 225-1212 Fax: (605) 225-3189

BOBB@HELMSENGINEERING.COM

Invoice

Invoice Date: Dec 2, 2020

Invoice Num: 22796

Billing Through: Nov 28, 2020

CITY OF MILLER
120 West 2nd Street
MILLER, SD 57362-

MILLER AIRPORT ALP & NARRATIVE REPORT (A7138:01) - Managed by (205)

AIP #3-46-0035-010-2019

PER AGREEMENT DATED 4/16/19

Project ID	Project Name	Contract Amount	% Comp.	Previously Billed	Amount Due
A7138:01	MILLER AIRPORT ALP & NARRATIVE REPORT	\$191,624.25	73.50	\$137,969.46	\$2,874.36

Total Amount Due: \$2,874.36

This invoice is due upon receipt

VERIFICATION OF CLAIM I declare and affirm under the penalties of perjury that this claim has been examined by me and to the best of my knowledge and belief, is in all things true and correct. Dated this 2nd day of Dec. 2020.
HELMS AND ASSOCIATES A.D. Helms

APPROVAL:

BY: _____

TITLE: _____

DATE: _____

Account Summary

Services BTD	Expenses BTD	Billed To Date	Paid To Date	Balance Due
\$ 140,843.82	\$ 0.00	\$ 140,843.82	\$ 137,969.46	\$ 2,874.36