

**AGENDA
CITY OF MILLER
MONDAY, JUNE 18, 2018
7:00 P.M.**

Call to Order
Pledge of Allegiance
Approval of Agenda
Approval of Minutes pgs. 1-4
Approval of Bills

Public Input

Public Hearing

7:30 Special Event Liquor License – Willie’s Bar & Grill

Unfinished Business

1. Snodgrass/Kienow Easement & Building Permit pgs. 5-6
2. Lobby Construction Above Windows pg. 7

New Business

1. Jody Baumberger, Miller Swim Club
2. Danburg Interiors – Shade Quote pgs. 8-9
3. Jim Schick – Airport Lease Concerns pgs. 10-12
4. DGR Electric Transformer Recommendations pgs. 13-15
5. Building Permits:
 - Larry Herman – Fence
 - Rod Gortmaker Jr – Dog Kennel
 - John Goehring – Fence
 - Michael Namanny – Storage Shed
6. Water/Sewer Project Pay Requests
 - SPN Phase I Invoices 17386-17387, 17395 - \$36,117.60 pgs. 16-18
 - SPN Phase II Invoices 17400-17401 – \$2,400 pgs. 19-20
7. Ordinance #691 – Fee Schedule pg. 21
8. Ordinance #692 – Liquor License pgs. 22-23
9. Ordinance #693 – Budget Supplement pg. 24
10. City Hall Building Flashing Installation

Correspondence

Performance Seed pg. 25

Adjourn

**UNAPPROVED
CITY OF MILLER
CITY COUNCIL MEETING
JUNE 4, 2018**

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, June 4, 2018.

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

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 Rangel to approve the agenda. All members voted aye. Motion carried.

MINUTES: Motion by Alderwoman Meyer, seconded by Alderman Steers to approve the minutes for the regular meeting held on May 21, 2018. All members voted aye. Motion carried.

APPROVAL OF BILLS: Motion by Alderman Zeller, seconded by Alderman Rangel to approve the bills with a reduction of \$600.00 from Mike Beaner Construction until it is determined who is responsible for payment of the construction above the lobby windows. All members voted aye. Motion carried.

NEW BUSINESS

Arbogast Easement/Building Permit: Motion by Alderman Rangel, seconded by Alderwoman Meyer, to approve and record an easement with Larry & Janice Arbogast. All members voted aye. Motion carried. Motion by Alderwoman Meyer, seconded by Alderman Odegaard to approve a building permit to place a fence on the boulevard on the west side of Janice & Larry Arbogast's property. All members voted aye. Motion carried.

Project Skills Employee: Motion by Alderman Steers, seconded by Alderman Zeller to hire Jacob Gaspar as a project skills employee for approximately 20 hours/week at no cost to the city. All members voted aye. Motion carried.

Summer Employee Wage Question: Motion by Alderman Steers, seconded by Alderman Odegaard to pay Shana Green \$9.38/hour based on prior experience for another city. All members voted aye. Motion carried.

Kienow Alley Concerns: Jordan Kienow and Annette Snodgrass were present to discuss concrete pillars placed in the alley behind Kienow's fence. The council has asked that the land owner get an easement to place the pillars on city property and obtain a building permit. The council will revisit this topic on June 18.

Dave Nelson – Solar Panels: Motion by Alderwoman Meyer, seconded by Alderman Odegaard to have Mayor Blachford sign a letter permitting Dave Nelson’s installation of solar panels on his new building located at 603 E. 3rd St. All members voted aye. Motion carried.

Elected Officials Workshop & Debit/Credit Workshop: Motion by Alderwoman Meyer, seconded by Alderman Rangel to approve attendance of three council members to attend the Elected Officials Workshop and one employee to attend the Debit/Credit Workshop. All members voted aye. Motion carried.

Water/Sewer Project Pay Request – Menning Backhoe, LLC: Motion by Alderman Rangel, seconded by Alderman Odegaard to pay Menning Backhoe, LLC \$157,181.14. All members voted aye. Motion carried.

Liquor License Changes: Discussion was held regarding state law liquor license changes effective July 1, 2018. Finance Officer Coss will rewrite the city ordinances to coincide with the state law changes.

Building Permit: Motion by Alderman Rangel, seconded by Alderman Odegaard to approve a building permit for Jade VanZee & Cody Shoultz to place a dog kennel in their yard pending approval by Bill Lewellen. All members voted aye. Motion carried.

EXECUTIVE SESSION

Motion by Alderwoman Meyer, seconded by Alderman Odegaard to go into executive session pursuant to SDCL 1-25-2(1) for personnel matters at 8:12 p.m. All members voted aye. Motion carried. Motion by Alderwoman Meyer, seconded by Alderman Odegaard to return to regular session at 8:42 p.m. All members voted aye. Motion carried. No action taken.

Motion by Alderman Zeller, seconded by Alderman Steers to adjourn the meeting. There being no further business, the meeting was adjourned at 8:42 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 June 2018 (1)

3D Communications	Supplies	375.00
A & B Business Solutions	Supplies	35.10
Agtegra	Fuel	2,075.88
AT&T Mobility	Cell Phone	48.82
Avera Occupational Medicine	Tests	162.00
Bob's Disposal Service	Garbage	179.00
Builders Cashway Inc	Supplies	6.29
City Utilities	Utilities	6,204.85
Core & Main LP	Hydrant Meters	1,580.00
Creative Product Sourcing	D.A.R.E. T-Shirts	173.72
Dakota Pump Inc	Repairs	3,913.75
Dollar General	Supplies	7.95
Fastenal Company	Supplies	98.80
First Bank & Trust	Loan	38,806.85
Hand Co Register Of Deeds	Easements	300.00
Hawkins Inc	Chemicals	2,987.92
Ron Hoftiezer	Reimb	11.00
Dennis Langer	Service	664.00
Lyle Signs Inc	Signs	110.08
Menning Backhoe	Phase I Construction	157,181.14
Michael Beaner	Building Remodel	21,114.00
Miller Ball Association	Donation	4,000.00
Miller Fire Department	Service	300.00
Miller School District	Crossing Guard Agreement	2,550.00
Oakley Farm & Ranch Supply	Supplies	45.82
OCCS	Code Enforcement	694.50
OHED	Industry	2,271.76
Orv's Yard Service	Spraying	320.96
Postmaster Trust Account	Postage	325.00
Premier Equipment LLC	Mower	5,999.00
Resco	Supplies	132.00
SD Dept Of Health	Testing	902.00
SD Federal Property Agency	Supplies	13.50
Taylor Construction	Construction	10,232.79
Truenorth Steel	Supplies	860.20
Wells Fargo Bank, N.A.	Bond Pymt	33,073.83
Wheels and Meals Corporation	Donation	2,000.00
Wilbur-Ellis	Fuel	320.65
**** Paid Total ****		<u>\$300,078.16</u>

Payroll by Department:		5/29/2018		
	Department	w/o OT	OT	Total
41110	COUNCIL	2,416.76	0.00	2,416.76
41410	FINANCE OFFICE	1,000.48	0.00	1,000.48
41910	BUILDING	667.58	0.00	667.58
42110	POLICE	9,138.59	909.52	10,048.11
43110	STREET	4,083.04	0.00	4,083.04
43210	SEWER	4,409.48	883.63	5,293.11
43310	WATER	4,409.41	883.61	5,293.02

43410 ELECTRIC

9,064.59	46.92	9,111.51
<u>\$35,189.93</u>	<u>\$2,723.68</u>	<u>\$37,913.61</u>

Prepared by:
Anson Law Office
Elton R. Anson
Attorney at Law
214 North Broadway
Miller, SD 57362
Ph: 605-853-0000

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2018, between the City of Miller, a municipal corporation, 120 1st St W, Miller, SD 57362, (herein after referred to as "Grantor"), and Lucyle A. Snodgrass Living Trust of 321 W 6th St, Miller, SD 57362, (hereinafter referred to as "Grantee"), its trustees, successors and assigns.

RECITALS

WHEREAS, Grantor owns certain real estate located in the City of Miller, Hand County, South Dakota, referred to as:

The South Eighteen (18) inches of the alleyway adjacent to Lot Eight (8), Mitchell's Resubdivision of Block Thirty-one (31), North Addition to the City of Miller.

WHEREAS, Grantee seeks a temporary easement through and within the above property, for the purpose of constructing and maintaining cement posts that will be situated along the North Forty-eight (48) feet of said Lot 8, approximately Eighteen (18) inches encroaching into said alleyway.

In consideration of the mutual promises and obligations contained herein, the Grantor and Grantee hereby covenant and agree as follows:

1. GRANT OF EASEMENT.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee, its trustees, successors and assigns, a temporary easement for the life of the fence, which said cement posts were put in place to protect, situated approximately Eighteen (18) inches into the adjacent alleyway and along the North Forty-eight (48) feet of Lot 8.

The temporary easement is hereby given and granted for the sole purpose of constructing and maintaining said cement posts.

2. BINDING EFFECT.

The rights and responsibilities set forth in this Agreement shall insure to and bind the parties hereto, their heirs, representatives, successors, and assigns and also constitute covenants running with the land.

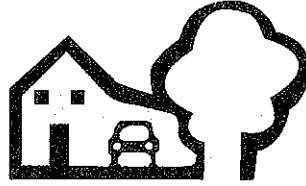
IN TESTIMONY WHEREOF, the parties hereto have set their hands the day and year first above written.

CITY OF MILLER

BY: _____
Ronald Blachford, Mayor

ATTEST:

Sheila Coss, City Finance Officer



MIKE BEANER CONSTRUCTION, LLC

PH. 853-2757

726 EAST THIRD AVENUE

MILLER, SD 57362

February 13, 2018

The City of Miller

120 West Second Street

Miller, SD 57362

Proposal for replacement of windows as requested:

- A) Front Lobby of City Hall – Remove all glass and steel frames and replace with new bronze colored aluminum frames and insulated glass with insulated fixed panel on lower area as per attached drawing. Total amount including material, labor, and tax will be \$8,848.00

- B) To equip front entry with ADA automatic door operator. Material, labor and tax will be \$2,716.00

- C) Council Meeting Room and Electrical Office – Removal of existing windows and replacing with aluminum bronze frames and insulated glass with

CLIENT PROPOSAL FOR

This offer is valid through: 07/29/2018

DANBURG INTERIORS
 310 BARDEN ST W
 WESSINGTON, SD 57381
 Phone: (605) 458-2626 Fax:
 Email: danburg@venturecomm.net

Date	Order
06/14/2018	1533322
Salesperson	
DANBURG INTERIORS	
Sidemark	
CITY HALL	

Client:

Item	Description	Color	Room	Qty	Each	Extended
1	CASSETTE ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	FINANCE OFFICE	3	223.89	671.67
2	CASSETTE ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	FINANCE OFFICE	2	223.89	447.78
3	CASSETTE ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	HALL	2	210.12	420.24
4	CASSETTE ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	OFFICE	1	210.12	210.12
5	CASSETTE ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	OFFICE	1	210.12	210.12
6	CASSETTE ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	COUNCIL	1	210.12	210.12
7	CASSETTE ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	COUNCIL	2	210.12	420.24
8	CASSETTE ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	COUNCIL	3	210.12	630.36
9	CASSETTE ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	ELECTRIC	1	210.12	210.12

Thank you for considering us for your blind project. All prices include freight, hardware, and installation. Please add any applicable tax.

Subtotal	3,430.77
Client Total	
3,430.77	

Accepted By:

Date:

CLIENT PROPOSAL FOR

This offer is valid through: 07/29/2018

DANBURG INTERIORS
 310 BARDEN ST W
 WESSINGTON, SD 57381
 Phone: (605) 458-2626 Fax:
 Email: danburg@venturecomm.net

Date	Order
06/14/2018	1533332
Salesperson	
DANBURG INTERIORS	
Sidemark	
CITY HALL	

Client:

Item	Description	Color	Room	Qty	Each	Extended
1	CLUTCH ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	FINANCE OFFICE	3	183.12	549.36
2	CLUTCH ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	FINANCE OFFICE	2	183.12	366.24
3	CLUTCH ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	HALL	2	168.00	336.00
4	CLUTCH ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	OFFICE	1	168.00	168.00
5	CLUTCH ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	OFFICE	1	168.00	168.00
6	CLUTCH ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	COUNCIL	1	168.00	168.00
7	CLUTCH ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	COUNCIL	2	168.00	336.00
8	CLUTCH ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	COUNCIL	3	168.00	504.00
9	CLUTCH ROLLER SHADES NATURE VIEW 4% GRANITE	NV4GRA	ELECTRIC DEPT	1	168.00	168.00

Thank you for considering us for your blind project. All prices include freight, hardware and installation. Please add any applicable tax.

Subtotal	2,763.60
Client Total	
2,763.60	

Accepted By:

Date:

HANGAR LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2018 and between the City of Miller, South Dakota, a municipal corporation, (herein after referred to as City) and Jim Schick (herein after referred to as Owner).

WITNESSETH, whereas the City owns the Miller Municipal Airport situated east of Miller, in Hand County, South Dakota, and whereas the Owner herein desires to maintain an aircraft at said airport and for that purpose desires to lease the following described land on which Owner's hangar is located on and sufficient land to maintain said hangar, and therefore, in order to authorize the leasing of ground for the hangar, the parties do in mutual consideration of the premises herein contained agree as follows:

That the City in consideration of the rents and covenants hereinafter mentioned, leases and rents to the Owner the following described premises, situated at the Miller Municipal Airport, in Hand County, South Dakota:

Hangar Area No. 12 consisting of 2304 square feet.

The term of this Lease shall be from April 1, 2018, to April 1, 2023.

The Owner agrees with the City to pay as hangar rent for the premises the sum of Ten Cents (.10 cents) per square foot per annum until the termination hereof. The annual hangar rent is payable April 1st of each year in advance.

Under no circumstances shall the terms and specifications be altered in any respect without the express written permission of the City, and the Owner may not alter or remodel the hangar at a later time without the written permission of the City.

The hangar shall remain the property of the Owner and all obligations to insure said property shall be that of the Owner, but under no circumstances may the Owner ever remove the building from the land on which it is constructed without the express written permission of the City. This Lease shall be assignable by the Owner with written permission of the City so as to give effect to the sale by the Owner of the aircraft hangar but it is understood that the hangar shall remain on the plot on which it was constructed and cannot in any event be removed by an assignee without the written permission of the City. Such permission will not unreasonably be withheld.

The Owner shall be obligated to keep the hangar and all of the land situated within the hangar plot being leased herein in a clear and orderly condition and in a good state of repair. This shall also require Owner to mow his hangar area in an appropriate and timely manner. Any

breach of this provision shall allow the City to cancel this agreement as hereinafter provided.

The Owner may not under any circumstances store gasoline or any other inflammable liquid within the hangar or premises being leased herein other than what gasoline maybe incidentally stored within the operating tanks of an aircraft situated in said hangar. The Owner shall not store any other substance or material in the hangar or in Owner's hangar area which would create a fire hazard not usual to aircraft hangars and said areas.

At all times during the term of this Lease and any extended renewal term thereof, the Owner shall be obligated to carry liability insurance for at least \$1,000,000.00 for any personal injury or property damage for which the Owner might become liable due to the possession, building, operating and maintenance of the aircraft hangar. Proof of compliance with this provision shall be filed at all times during the term of this lease or any extension thereof with the City Finance Officer of the City of Miller by the Owner, filing a certificate of insurance certifying that said insurance is in full force and effect.

The Owner shall hold the City harmless from any and all liability arising out of the Owner's possession, building, and maintenance and operation of the aircraft hangar and of any of Owner's aircraft.

The Owner shall comply with all rules, regulations and ordinances of the City regarding the operation of its municipal Airport, specifically the City of Miller Municipal Airport Operations Manual (1998 Edition), not in conflict herewith, and with all rules and regulations of the South Dakota Aeronautics and the Federal Aviation Administration. Furthermore, Owner shall require written permission from the City in order to erect, construct, or alter any advertising signs, buildings, tanks, or pumps and if requested by the City, shall be removed upon expiration of this lease of extension thereof.

If a substantial change is made by the City at the airport so as to necessitate a change in location of the aircraft hangars, the City shall have the right to require the Owner to move his aircraft hangar at the Owner's own expense to another location provided for privately owned hangars. The Owners shall have a reasonable time in which to complete this removal. If the City requires the removal, however, the City shall be obligated to furnish the Owner with another hangar plot of at lease equal size.

It is understood that the purpose of this Lease is to allow the Owner to maintain his own aircraft and under no circumstances may the Owner conduct any business from the premises being leased herein or the aircraft hangar unless he receives written approval from the City.

It is further agreed between the parties as follows: That should the Owner fail to make the payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case it shall be lawful for the City to re-enter and take possession of the above rented premises and hold and enjoy the same without

such re-entering working a forfeiture of the rents to be paid, and the covenants to be performed by Owner for the full term of this Lease.

The parties agree that upon termination of this Lease Agreement the Owner may remove any buildings Owner may own or may have constructed on the leased premises, said removal to be completed within sixty (60) days after said termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this _____ day of _____ 2018.

ATTEST:

CITY OF MILLER

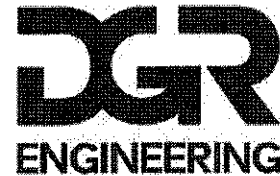
Finance Officer

BY: _____
Its Mayor

WITNESS

OWNER

June 14, 2018 (VIA E-MAIL)



Mr. Bill Lewellen
Electric Superintendent
City of Miller – Miller, SD

**Re: Award Recommendation
Furnishing an Electric Power Transformer
City of Miller – Substation No. 4 Construction Project
DGR Project No. 420611**

Dear Bill,

We have completed our initial review of the bids received on June 13, 2018 for the Contract for Furnishing an Electric Power Transformer for the City of Miller's Substation No. 4 Construction Project. A bid summary form is included with this letter.

When evaluating transformer bids, the "Total Evaluation Price" is used to determine the best bid since it accounts for the losses the transformer will see over a long period of time (30 Years) over the course of the life of the transformer. Large transformer losses will increase the total owning cost of the transformer, and vice-versa. Using this evaluation process, it is possible that a transformer could cost more initially in the purchase price but end up being cheaper in the "long run."

A total of three (3) bids were received, with the total evaluation bid price ranging from \$623,313.00 to \$652,640.00, with SPX Transformer Solutions, Inc. (SPX) of Waukesha, WI providing the low total evaluation and low base price bid. SPX submitted a low base price bid of \$531,063.00, including costs of rigging, offloading, craning and completion of field services to complete installation of the new transformer at the substation according to the specifications. Additionally, SPX submitted an alternate bid item for the option to include an active nitrogen preservation system with the transformer for a price of \$7,000.00. This add-on option to the transformer provides benefits in terms of how the pressure of the main tank is monitored and maintained based on the harsh outdoor ambient temperatures seen here in the Midwest, which affect the critical liquid and gas elements of the transformer's main tank. We feel this cost adder is reasonable for the benefit the option serves, therefore we recommend selecting the active nitrogen preservation system option with the contract.

We are familiar with SPX/Waukesha transformers and see no reason why they should not be awarded the contract. We are therefore recommending that SPX Transformer Solutions Inc. be awarded the contract for Furnishing and Electric Power Transformer, including the active nitrogen preservation system adder, contingent on the negotiation of contract terms and conditions, for the total purchase price amount of **\$538,063.00.**

Mr. Bill Lewellen
Page Two
June 14, 2018

Please pass our recommendations on to the Council, and let us know when the contract has been awarded. We will then proceed with finalizing negotiations of terms & conditions and processing the Contract Documents. Feel free to contact us with any questions you or the Council may have.

Best Regards,

DGR Engineering

A handwritten signature in black ink, appearing to read "Jarrod Luze". The signature is stylized with a large, looping initial "J" and a trailing flourish.

Jarrod Luze, P.E.

Enclosures 1

BID SUMMARY

**FURNISHING AN ELECTRIC POWER TRANSFORMER
CITY OF MILLER
MILLER, SOUTH DAKOTA**

(1) - 7.5/8.4/9.375/10.5 MVA, 69-12.47/7.2 kV, w/LTC

Bid Letting: June 13, 2018 - 3:00 PM
City Office
Page 1 of 1



Bidder and Address	Bid Security	BASE BID		Manufacturer	Alternate Bid Item No.1	Comments
		Total Base Price (7a)	Total Eval. Price (7d)			
SPX Transformer Solutions, Inc. 400 S Prairie Ave Waukesha, WI 53186	10% Bid Bond	\$ 531,065.00	\$ 623,315.00	SPX Waukesha	\$7,000.00	Lead time: 42-46 Weeks Reinhausen LTC & Control 5 year in/out warranty included.
Delta Star, Inc. 3550 Mayflower Drive Lynchburg, VA 24501	10% Bid Bond	\$ 554,825.00 (Virginia Plant) \$ 543,288.00 (Quebec, CA Plant)	\$ 641,795.00 (Virginia Plant) \$ 630,933.00 (Quebec, CA Plant)	Delta Star, Inc.	\$4,200.00	Lead times: 40-44 Weeks (Virginia Plant) 34-38 Weeks (Quebec Plant) Reinhausen LTC / Beckwith Controller 5 year in/out warranty included.
WESCO Distribution 2501 E 3rd St Sioux City, IA 51101	10% Bid Bond	\$ 569,276.00	\$ 652,640.00	ABB	\$3,125.00	Lead time: 32 Weeks Reinhausen LTC / Beckwith Controller 5 year warranty includes 1 year in/out.

Shaded cell indicates corrected amount



INVOICE

Schmucker, Paul, Nohr and Associates

2100 North Sanborn Blvd. - PO Box 398

Mitchell, SD 57301-0398

Phone (605) 996-7761

Wats (800) 952-3598

Fax (605) 996-0015

TO: CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Invoice Date	Invoice Num
May 31, 2018	17386
Billing Through May 25, 2018	

RE: M14607:06W
MILLER WATER-CONSTR OBSERV

Construction Observation: Construction observation by Resident Project Representative.
Billing Period: 12/17/17 through 5/25/18

TECHNICIAN II

Hours	Rate	Amount
16.00	\$105.00	\$1,680.00
Total Service Amount:		\$1,680.00
326.00 @	\$0.45	\$146.70
Total Expenses:		\$146.70
Amount Due This Invoice:		\$1,826.70

Reimbursable Expenses:

MILEAGE

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 31st day of May, 2018

SCHMUCKER, PAUL, NOHR
& ASSOCIATES

Terry Nohr
Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.



INVOICE

Schmucker, Paul, Nohr and Associates

2100 North Sanborn Blvd. - PO Box 398

Mitchell, SD 57301-0398

Phone (605) 996-7761

Fax (605) 952-3598

Fax (605) 996-0015

TO: CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Invoice Date	Invoice Num
May 31, 2018	17387
Billing Through May 25, 2018	

RE: M14607:06WW
MILLER WASTEWATER-CONSTR OBSERV

Construction Observation: Construction observation by Resident Project Representative.
Billing Period: 12/17/17 through 05/25/18

	Hours	Rate	Amount
TECHNICIAN II	192.25	\$105.00	\$20,186.25
TECHNICIAN X	50.50	\$55.00	\$2,777.50
Total Service Amount:			\$22,963.75

Reimbursable Expenses:

LODGING			\$1,459.50
MILEAGE	977.00 @	\$0.45	\$439.65
MEALS			\$652.00
Total Expenses:			\$2,551.15

Amount Due This Invoice: \$25,514.90

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 31st day of May, 2018

SCHMUCKER, PAUL, NOHR
& ASSOCIATES

Terry Nohr
Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.



INVOICE

Schmucker, Paul, Nohr and Associates

2100 North Sanborn Blvd. -- PO Box 398

Mitchell, SD 57301-0398

Phone (605) 996-7761

Fax (800) 952-3598

Fax (605) 996-0015

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Invoice Date	Invoice Num
May 31, 2018	17395
Billing Through May 25, 2018	

Construction Administration: Construction Staking; prepare pay request; attend construction meetings and other project coordination.

Billing Period: 1/27/18 through 4/27/18

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M14607:05WW	MILLER WASTEWATER-CONS	\$109,700.00	68.00	\$65,820.00	\$8,733.00

Description

MEALS-ON EMPLOYEE REIMBURSE (PROJ)

Units	Cost	Amount
2.00	\$21.5	\$43.00
Total:		\$43.00

Total Amount Due: \$8,776.00

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 31st day of May 20 18

SCHMUCKER, PAUL, NOHR
& ASSOCIATES

Perry J. Crab
Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.



Schmucker, Paul, Nohr and Associates

2100 North Sanborn Blvd. – PO Box 398

Mitchell, SD 57301-0398

Phone (605) 996-7761

Wats (800) 952-3598

Fax (605) 996-0015

INVOICE

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Invoice Date	Invoice Num
May 31, 2018	17400
Billing Through May 25, 2018	

Review contract documents; put together contract document books, and other project coordination.

Billing period 4/28/18 through 5/25/18

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
MI4842:04W	MILLER WATER PHASE 2--BID	\$6,000.00	100.00	\$4,800.00	\$1,200.00

Total Amount Due: \$1,200.00

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 3rd day of May, 2018

**SCHMUCKER, PAUL, NOHR
& ASSOCIATES**

Paul Nohr
Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.



INVOICE

Schmucker, Paul, Nohr and Associates

2100 North Sanborn Blvd. - PO Box 398
Mitchell, SD 57301-0398
Phone (605) 996-7761
Wats (800) 952-3598
Fax (605) 996-0015

CITY OF MILLER
120 WEST 2ND
MILLER, SD 57362

Invoice Date	Invoice Num
May 31, 2018	17401
Billing Through May 25, 2018	

Review contract documents; put together contract document books, and other project coordination.

Billing period 4/28/18 through 5/25/18

Project ID	Project Name	Contract Amount	% Complete	Previously Billed	Amount Due
M14842:04WW	MILLER WASTEWATER PHASE	\$6,000.00	100.00	\$4,800.00	\$1,200.00

Total Amount Due: \$1,200.00

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 31st day of May 20 18

SCHMUCKER, PAUL, NOHR
& ASSOCIATES

[Signature]
Signed

Due upon receipt. Overdue accounts will be assessed a 1.5% monthly finance charge from the date of billing until the account is paid in full.

ORDINANCE #691

AN ORDINANCE AMENDING APPENDEX A - CITY FEE SCHEDULE OF THE ORDINANCES OF THE CITY OF MILLER, SOUTH DAKOTA.

BE IT ORDAINED by the City of Miller, South Dakota, Appendix A – City Fee Schedule be hereby amended to charge the following fees for liquor licenses:

Businesses and Business Regulations		
	Alcoholic Beverage Licenses:	
	On-sale Liquor (new)	1500.00
	On-sale Liquor (renew)	1000.00
	Off-sale Liquor (new)	500.00
	Off-sale Liquor (renew)	250.00
	On/Off-sale Wine	500.00
	On/Off-sale Malt Beverage & SD Farm Wine	300.00
	Liquor License Transfer	150.00
	Special event - per event	50.00

Administrative Fees- Miscellaneous		
	Special city council meeting	350.00

Ronald Blachford, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer

Record of votes:

Alderman Swartz –
Alderman Zeller –
Alderman Odegaard –
Alderman Rangel –
Alderwoman Meyer –
Alderman Steers –

1st Reading – June 18, 2018
2nd Reading – July 2, 2018
Adoption – July 2, 2018
Publication – July 11, 2018

ORDINANCE #692

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 8 OF THE ORDINANCES OF THE CITY OF MILLER, SOUTH DAKOTA.

BE IT ORDAINED by the City of Miller, South Dakota, Chapter 8 be hereby amended as follows:

Malt beverage means a beverage made by the alcoholic fermentation of an infusion or decoction, or combination of both, in potable brewing water, of malted barley with hops, or their products, and with or without other malted cereals, and with or without the addition of unmalted or prepared cereals, other carbohydrates or products prepared therefrom, and with or without the addition of carbon dioxide, and with or without other wholesome products suitable for human consumption containing not less than one-half of one percent of alcohol by weight.

Sec. 8-28. - Employment of minors on and off-sale premises.

18-20-year olds may sell or serve if less than 50 percent of the gross sales are from the sale of alcohol OR the licensee or somebody at least 21 years old is on the premises at the time of sale or service.

Sec. 8-30. - Hours for on-sale premises.

No on-sale licensee may sell, serve or allow to be consumed on the premises covered by the license, alcoholic beverages between the hours of 2:00 a.m. and 7:00 a.m.; ~~or on Sunday after 2:00 a.m. unless licensee is licensed under state law pursuant to SDCL 35-4-2(16) and (17); or on Memorial Day after 1:00 a.m.; or at any time on Christmas Day.~~

Sec. 8-31. Removed - On-sale retail license for Sundays.

~~Notwithstanding section 8-30, an on-sale retail liquor licensee may be granted the right to sell, serve, or allow to be consumed alcoholic beverages on Sunday between the hours of 1:00 p.m. and 12:00 midnight. This provision shall apply only to facilities upon which property taxes are assessed and currently paid. The fee for an on-sale retail Sunday license shall be as provided in the city fee schedule.~~

Sec. 8-32. - Hours for off-sale premises.

No off-sale licensee may sell, or allow to be sold, alcoholic beverages between the hours of 2:00 a.m. and 7:00 a.m. ~~of the following day, or sell, or allow to be sold, alcoholic beverages on Sunday, Memorial Day or Christmas Day. If desired, an off-sale licensee may be granted the right to sell, or allow to be sold, alcoholic beverages on Sundays and Memorial Day except between the hours of 12:00 midnight and 7:00 a.m. with proper license. The fee for an off-sale Sunday or Memorial Day license shall be as provided in the city fee schedule.~~

Sec. 8-33. - Removed After-hours consumption prohibited.

~~No licensee being malt beverage retailers, both package dealers and on-sale dealers, nor malt beverage package dealers may sell, serve or allow to be consumed on the premises covered by the license, any malt beverage between the hours of 2:00 a.m. and 7:00 a.m.~~

Sec. 8-37. - Special event alcoholic beverage licenses.

Pursuant to SDCL 35-4-124 and 35-4-125, the city regulates and restricts permits for special alcohol beverage licenses issued in conjunction with special events. The following provisions shall apply:

(3) The license must comply with the regulations set forth on the application and all applicable state laws set forth in SDCL 35-4 and Chapter ~~5-04~~ 8 [this article] concerning alcoholic beverages.

~~(5) A public hearing~~ Council review is required before approval and issuance of any license.

(6) A valid copy of certificate of insurance or letter from insurer confirming the policy is in place naming the city as an additional insured must be on file in the city finance office for the activities and duration of the event described in the special event application.

Ronald Blachford, Mayor

(SEAL)

ATTEST:

Sheila Coss, Finance Officer

Record of votes:

Alderman Swartz –
Alderman Zeller –
Alderman Odegaard –
Alderman Rangel –
Alderman Meyer –
Alderman Steers –

1st Reading – June 18, 2018
2nd Reading – July 2, 2018
Adoption – July 2, 2018
Publication – July 11, 2018

ORDINANCE #693

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

4192 4251 Building Repairs & Maintenance \$2,000.00 Joe Fiala Office Remodel

Source of Funding

101-General Fund

3600 3699 Misc Revenue \$2,000.00 SD State Reimbursement

Ronald Blachford, Mayor

ATTEST:

Sheila Coss, Finance Officer

(SEAL)

Record of Votes:

Alderman Steers –
Alderwoman Meyer –
Alderman Rangel –
Alderman Odegaard –
Alderman Zeller –
Alderman Swartz –

First Reading: June 18, 2018
Second Reading: July 2, 2018
Adoption: July 2, 2018
Publication: July 11, 2018

June 7, 2018



Performance Seed

PO Box 7126,
St. Cloud, MN 56302
320-259-9470 Fax: 320-259-6043
Email: perfseed@att.net

Miller City Council

I have been the owner of the Performance Seed Wild Bird Food plant in Miller for many years. Our Miller facility has been very successful, largely as a result of the excellent team that has run the plant.

Our company headquarters are in St. Cloud, MN, and I live in Minneapolis. I travel to our Miller and Midland facilities in my small plane; using the plane I can usually do my business and return home in the same day. This is a terrific convenience.

I am an amateur pilot, and am no expert at repairing my airplane if something goes wrong. In many of the airports that I visit, there are FBO's which have mechanics on staff. So if something needs to be done to the plane, there are resources available. This is not the case in Miller.

So when my tire went flat at the Miller airport earlier this week, I was at a loss as to how to repair it. I am not a mechanic, and I had neither the tools nor the expertise to repair the tire. So I called Jim Schick and asked for his help, as I had purchased gas from Jim's Aero Spray Service many times in the past. The airport manager also helped me to recruit some of the folks from Marcus Sohn's spray operation on the north end of the field; it was their fork truck that lifted the wing up so we could get the tire off. And finally, I was able to talk some of our Performance Seed employees to come help as well. They are very capable at repairing all kinds of machinery.

It took a while, but with the help of Jim Schick, the Sohn spray guys and Levi and his team, I was able to depart the Miller operation after only a 24 hour delay.

It makes a huge difference to have capable people willing to help a stranded pilot at an airport without an official FBO. I am very thankful that I found such people in Miller! So my sincere thanks to all who helped me earlier this week! I am in your debt.

Sincerely,

Sheldon Sturgis

Performance Seed

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	VENDOR TOTAL
ACCOUNTS PAYABLE CLAIMS		
A & B BUSINESS SOLUTIONS	LEGAL PADS/PAPER	66.34
ASSOCIATED SUPPLY CO, INC	SENSORS	547.48
B & L COMMUNICATIONS	INSTALL EQUIPMENT	1,538.20
BOB'S GAS INC	FUEL	728.00
CITY UTILITIES	UTILITIES	6,204.85
SHEILA COSS	REIMB MILEAGE	197.78
COWBOY COUNTRY STORES INC	FUEL	53.53
CHRISTI DANBURG	REIMB	145.83
	MILEAGE-SIOUX FALLS	
CINDY DEUTER	REIMB	47.00
	MEALS-SIOUX FALLS FO SCHOOL	
ELECTRONIC FED TAX PAYMENT SYS	FED/FICA TAX	8,939.92
ELAN	SUPPLIES/SUITS/TEES/PRINTER	2,056.92
FARNAM'S GENUINE PARTS INC	PARTS	1,388.62
FIRST BANK & TRUST	ELECTRIC PROJECT PHASE II	38,806.85
	REVENUE BOND, SERIES 2017	
FISCHER PLUMBING	PARTS	59.78
GRAFIX SHOPPE	GRAPHIC KIT 2018 FORD EXPLORER	499.00
HAND CO REGISTER OF DEEDS	EASEMENTS	360.00
HAND COUNTY PUBLISHING	BOX AD-CLEANUP	409.32
HAWKINS INC	CYANURIC ACID/FREIGHT	156.97
HEARTLAND CONSUMERS POWER DIST	POWER	14,498.92
HUGHES ELECTRIC LLC	INSTALL ELECTRIC FOR AUTO DOOR	2,146.61
J & M AIRCRAFT SUPPLY INC	RUNWAY LIGHTS	1,015.77
KESSLER'S	PAPER SUPPLIES	90.35
MID-DAKOTA RURAL WATER SYSTEM	WATER	16,572.50
MIDCO	TELEPHONES	441.66
MICHAEL BEANER	COUNCIL ROOM DESK/TABLE	6,210.00
	AS QUOTED/COMPLETE	
MILLER ACE	FOLDING TABLES/CHAIRS	2,223.76
MILLER CONCRETE PRODUCTS INC	CONCRETE	430.63
MILLER REXALL DRUG	SUPPLIES	28.06
NORTHWEST PIPE FITTINGS	GREEN/WHITE/BLUE FLAGS	1,252.41
OAKLEY FARM & RANCH SUPPLY	PARTS/SUPPLIES	54.71
ON HAND DEVELOPMENT CORP.	INDUSTRY	2,588.80
	15% OF SALES TAX REC'D IN MAY	
PETTY CASH	POSTAGE/CAR WASH	59.39
PRAIRIE WIND PROMOTIONS	CLOTHING	84.36
RESCO	BOX PADS	5,793.12
RITER ROGERS LAW OFFICE	PROF FEES	625.00
SD ASSN OF RURAL WATER SYSTEMS	ANNUAL DUES: CLASS B MEMBER	575.00
SOUTH DAKOTA MUNICIPAL LEAGUE	BUDGET WORKSHOP/BS/SM/TR	325.00
SPN	PROF FEES	38,517.60
	CONSTRUCTION OBSERVATION	
TONY'S REPAIR	OIL CHANGE	49.40
WESTERN AREA POWER ADMIN.	POWER	35,944.81