

**AGENDA
CITY OF MILLER
MONDAY, DECEMBER 1, 2014
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

8:00 – Special Event Liquor License – Redneck Paradise

Old Business

1. School Crossing Guard Agreement *pgs. 5-7*

New Business

1. Policy Manual Change for Life Insurance *pg. 8*
2. Memorandum of Destruction *pg. 8*
3. NECOG Agreement
4. DOT Land Appraisal Review
5. DOT Financial Assistance Agreement
6. Second Readings of Ordinance #654 – Electric Rates *pgs. 9-10*
 - Ordinance #655 – Water Rates *pg. 11*
 - Ordinance #656 – Sewer Rates *pg. 12*
 - Ordinance #657 – Budget Supplement *pg. 13*
 - Ordinance #658 – Snow & Ice Removal *pgs. 14-15*
7. Harassment Video

Adjourn



**UNAPPROVED
CITY OF MILLER
CITY COUNCIL MEETING
NOVEMBER 17, 2014**

The City Council met in regular session at City Hall at 7:00 p.m. on Monday, November 17, 2014.

MEMBERS PRESENT: Mayor Ronald Blachford, Aldermen Gale Auch, Jim Odegaard, Tony Rangel, Tom Winsell, Joe Zeller and Alderwoman Mary Johnson.

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 Johnson, seconded by Alderman Auch to approve the minutes for the regular meeting held on November 3, 2014. All members voted aye. Motion carried.

APPROVAL OF BILLS: Motion by Alderwoman Johnson, seconded by Alderman Auch to approve the bills. All members voted aye. Motion carried.

DEPARTMENT HEAD REPORTS

Electric Department: Bill Lewellen, electric supervisor, stated that Midcontinent will start removing lines from the poles on Thursday. There was an outage at the Miller Manor on Tuesday morning, they ran conduit on top of the ground until the ground thaws enough to bury the electric lines. The power outage that was originally scheduled for November 4th is rescheduled for November 18th at 7:30 p.m. They plan on putting up the Christmas decorations on Broadway Avenue on December 1st.

Police Department: Shannon Speck, police chief, hosted a training on November 5th Mickie Schiebe from the Department of Social Services presented a child abuse and neglect program. The police department has been awarded a grant for 25% of a new video camera that must be purchased within 4 months. Motion by Alderman Rangel, seconded by Alderman Zeller to have Chief Speck order a new video camera to be purchased in 2015 and placed in the new vehicle. All members voted aye. Motion carried. Chief Speck has budgeted for a new vehicle in 2015. Motion by Alderman Rangel, seconded by Alderwoman Johnson to have Chief Speck research the SD and MN state bids to order a new vehicle, preferably an SUV to replace the most recent Dodge Charger purchased. All members voted aye. Motion carried.

Water/Sewer Departments: James Bonebright, water/sewer superintendent, has been working with Dave Anderson from the FAA at the request of the airport tenants. The airport is scheduled to be closed during the 2015 construction phase and the tenants want permission to fly into and out of the airport during construction. Motion by Alderwoman Johnson, seconded by Alderman Rangel to have James Bonebright set up a meeting with the FAA, SD DOT, Helms & Associates, city council members and airport tenants to discuss the possibility of creating a temporary runway to be used by the airport tenants only during construction. The meeting will be held in Aberdeen unless the FAA can get approval to travel to Miller. All members voted aye. Motion carried.

Street Department: Ron Hoftiezer, street superintendent, was busy getting the trucks and snow plows ready for the first snow removal. Ron and Mayor Blachford will check the snow piles from private individuals that may cause problems during melting. The street department also hauled dirt from the temporary substation, bladed several gravel roads, and swept streets to prepare for the snow.

Finance Office: Sheila Coss, finance officer, showed that the sales tax is up 0.76% from last year. The City is responsible for how the BBB tax funds that will be received in 2015 can be spent and is working with On Hand Economic Development regarding the 80% designated for the community center. Governor Dugaard has designated the Friday after Thanksgiving and the Friday after Christmas as administrative leave days; therefore, the city will also be closed those days. The year-end meeting has been set for December 29 at 12:00 noon.

NEW BUSINESS

Split Finance Officer and Administrative Assistant Wages: Motion by Alderman Rangel, seconded by Alderman Odegaard to split the wages for the finance officer and the administrative assistant 25% each for the water, electric, sewer and finance departments beginning in 2015. All members voted aye. Motion carried.

Set up Fund 211: Motion by Alderman Odegaard, seconded by Alderman Auch to set up Fund 211 for the revenue and expenses associated with the BBB tax. All members voted aye. Motion carried.

Bathroom Bids: Motion by Alderwoman Johnson, seconded by Alderman Winsell to accept the bid of \$39,750.00 from Resel Construction and Lichty Construction to remodel the City Hall bathrooms making them ADA accessible. All members voted aye. Motion carried.

School Crossing Guard Agreement: The Public Safety Committee along with Chief Speck recommended accepting the crossing guard agreement, created by Miller School board members, between the City of Miller and the Miller School District #29-4. The agreement was reviewed by city attorney, Jerry Wattier.

Wages for Summer Employees: Wages for the summer employees will change due to the new minimum wage State law effective January 1, 2015. A decision was tabled until the department heads can look at the new wages.

Trailers on the Street/Snow Removal: Ron Hoftiezer and Shannon Speck both commented that the majority of the trailers were removed prior to the first snow. There are just a few residents that will need a reminder.

First Reading of Ordinance #654: Motion by Alderman Rangel, seconded by Alderman Zeller to approve the first reading of Ordinance #654 – Electric Rates. Roll call vote: Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderwoman Johnson – aye, Alderman Winsell – aye, Alderman Auch – aye. Motion carried.

First Reading of Ordinance #655: Motion by Alderwoman Johnson, seconded by Alderman Odegaard to approve the first reading of Ordinance #655 – Water Rates. Roll call vote: Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderwoman Johnson – aye, Alderman Winsell – aye, Alderman Auch – aye. Motion carried.

First Reading of Ordinance #656: Motion by Alderman Zeller, seconded by Alderman Winsell to approve the first reading of Ordinance #656 – Sewer Rates. Roll call vote: Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderwoman Johnson – aye, Alderman Winsell – aye, Alderman Auch – aye. Motion carried.

First Reading of Ordinance #657: Motion by Alderman Auch, seconded by Alderman Winsell to approve the first reading of Ordinance #657 – Budget Supplement with one change. Roll call vote: Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderwoman Johnson – aye, Alderman Winsell – aye, Alderman Auch – aye. Motion carried.

First Reading of Ordinance #658: Motion by Alderwoman Johnson, seconded by Alderman Winsell to approve the first reading of Ordinance #658 – Snow & Ice Removal with a change for downtown properties. Roll call vote: Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderwoman Johnson – aye, Alderman Winsell – aye, Alderman Auch – aye. Motion carried.

Resolution 2014-6: Motion by Alderman Odegaard, seconded by Alderman Rangel to approve the following resolution:

RESOLUTION 2014-6
A RESOLUTION DECLARING SURPLUS PROPERTY

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

WHEREAS, the sale of such property will financially benefit the municipality,

THEREFORE, BE IT RESOLVED that the following municipal property was declared surplus property via motion on October 6, 2014:

1. 2 lawn mower tires 15 X 6.00-6
2. 235/85 R 16 tire on a 5 hole Ford rim
3. 4 ton floor jack (leaks)
4. Transit level (needs repair)
5. 2009 Gravely zero turn mower 52" cut
6. 1981 Ford F100 short box pickup
7. 1986 Dump Truck Ford F 700 single axel, 5 cubic yards box, 429 engine, 5 speed with 2 speed
8. Old road cones
9. 2 large 4 drawer filing cabinets
10. 1 large 4 drawer legal cabinet
11. Vtech cordless phone set
12. Scrap wire
13. 2000 Ford Crown Victoria
14. Drafting table
15. Gigaware 4-port Ultra-compact USB 2.0
16. Ativia Mobil IT MP3 player
17. 2 small bookshelves/stands
18. Small plastic chair mat
19. Keyboard tray
20. Small bulletin board

Dated this 17th day of November, 2014.
All members voted aye. Motion carried.

Motion by Alderman Zeller, seconded by Alderman Winsell to adjourn the meeting. There being no further business, the meeting was adjourned at 9:07 p.m. All members voted aye. Motion carried.

Sheila Coss, Finance Officer

Ronald Blachford, Mayor

LEGAL NOTICE OF RECEIPT

Copy of the official proceedings
was received on: _____
Published once at the
approximate cost of: _____

Bills November 2014 (2)

A & B Business Solutions	Supplies	\$80.29
AFLAC	Ins.	\$971.76
Alco Stores Inc	Paper Supplies	\$21.96
AT&T Mobility	Cell Phone	\$86.06
Bob's Disposal Service	Garbage	\$180.00
Builders Cashway Inc	Supplies	\$27.82
City Utilities	Utilities	\$4,771.29
Productivity Plus Account	Supplies	\$161.25
Sheila Coss	HDMI Cable	\$27.98
Dakota Supply Group	Meter KV2C	\$1,101.04
DeGeest Electrical Service Inc	Supplies	\$74.62
Delta Dental	Ins.	\$1,070.40
Donlin Building Inc	Supplies	\$314.75
EFTPS	Fed/Fica Tax	\$12,871.93
Elan	Supplies	\$215.79
Farnam's Genuine Parts Inc	Supplies	\$7.99
Galls/Quartermaster	Supplies	\$226.93
Haider Construction Inc	Bore Waterline	\$612.25
Hand County Community Health	Immunizations	\$108.00
Hand County Publishing	Proceedings	\$111.27
Heartland Consumers Power Dist	Power	\$14,345.10
Holiday Inn Hotel	Lodging	\$581.94
Hughes Electric	Service	\$926.61
Infra-Track Inc	Televising	\$29,449.35
Mid-American Research Chemical	Supplies	\$301.69
McWhorter House Museum	Donation	\$133.33
Mid-Dakota Rural Water System	Water	\$14,709.75
Midcontinent Communications	Telephones	\$427.12
Milbank Winwater Company	Supplies	\$820.05
Miller Ace	Supplies	\$1,006.48
Nationwide Retire Solutions	Ins.	\$105.30
NCFE - Miller Branch	Fuel	\$1,788.49
Northwest Pipe Fittings	Supplies	\$823.02
NorthWestern Energy	Wheeling Charge	\$11,275.51
Oakley Farm & Ranch Supply	Supplies	\$168.96
On Hand Development Corp.	Industry	\$11,000.00
Orv's Yard Service	Service	\$274.78
Petty Cash	Reimb	\$22.31
Postmaster	Postage	\$49.00

Postmaster Trust Account	Postage	\$320.00
Pump 'N Pak	E-10	\$254.28
Quoin Financial Bank	Debt Service	\$1,375.94
Resco	Supplies	\$249.60
Riter Rogers Law Office	Prof Fees	\$52.50
SD Airport Management Assn	Membership	\$25.00
SD Dept of Health	Tests	\$52.00
SD Governmental FO's Assn	Membership	\$70.00
SD Governmental HR Assn	Membership	\$50.00
SD Municipal Electric Assn	Membership	\$1,682.00
South Dakota Municipal League	Membership	\$1,309.67
SD Municipal Street Maint Assn	Membership	\$35.00
SD Retirement	Retirement	\$7,141.37
SDML Workers' Comp Fund	Workers Comp	\$22,228.00
SDPAA	Mini Excavator Ins	\$207.00
South Dakota One Call	Locates	\$386.28
Stobbs Sales Inc	Oil/Filter	\$54.50
Storey Kenworthy	Supplies	\$912.60
Stuart C Irby Co	Supplies	\$116.72
Super Clean Car Wash	Car Washes	\$31.00
T & R Electric Supply Co Inc	Supplies	\$1,612.00
Shirley Testerman	Cupcakes K-1st Grades	\$50.00
The Lumber Company	Supplies	\$30.00
Tony's Repair	Oil Change	\$65.70
TransAmerica	Ins.	\$1,531.38
Tucker's SuperValu Foods	Supplies	\$46.67
United Accounts Inc	Prof Fees	\$323.43
Unum	Ins.	\$87.00
VSP	Ins.	\$216.52
WAPA	Power	\$53,984.42
Washington National Ins Co	Ins.	\$40.30
Wellmark BCBS	Ins.	\$7,070.34
Wells Fargo Bank, N.A.	Bond Pymt	\$32,324.18
WESCO	Supplies	\$277.20
Zep Sales & Service	Supplies	\$303.45
Payroll Checks		\$38,793.19
**** Paid Total ****		<u>\$284,561.41</u>

Crossing Guard Agreement

THIS AGREEMENT is made and entered into by and between the Miller School District #29-4 of Miller, South Dakota, hereinafter referred to as the "School District" and the City of Miller, a municipal corporation, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the placement of a crossing guard at certain locations within the City will assist the pupils in attendance at adjacent public schools within the School District to cross the street at designated crossing locations and will facilitate traffic flow; and

WHEREAS, the City and the School District jointly recognize the need for crossing guards and together they can supervise and guard the designated locations; and

WHEREAS, the School District has employed, trained and placed crossing guards at designated locations, but is unable to fully fund this program due to budgetary restrictions; and

WHEREAS, the School District desire to provide funding for this program and has requested the City to provide partial financial assistance in order that the crossing guards can be placed at the appropriate locations to assist the pupils in attendance at such schools within the School District; and

WHEREAS, the City and the School District are desirous of entering into this agreement to set forth terms and conditions under which the designated crossing locations will be guarded.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the City and the School District agree as follows:

TERM

- A. The term of this Agreement shall be from July 1st through June 30th of the Miller School District fiscal year and will be automatically renewed on an annual basis, unless written notice of contrary intent has been received by either party according to the stipulations in the agreement.
- B. It is further agreed by and between the parties hereto, that, thirty (30) days prior to the termination date of this agreement, the School District will send a notification letter to the City as a reminder of the annual renewal, so that consideration shall be given for the renewal of said agreement, if sufficient appropriations have been made for the ensuing fiscal year.

THE SCHOOL DISTRICT AGREES TO:

- A. The City will assist the School District in determining where the designated crossing guard locations shall be located and the hours during which guards should be present. Each crossing guard shall not work more than a total of one hour per day per location.
- C. The School District will screen, employ, discipline, train, supervise, and control crossing guards.
- D. The School District will be responsible for providing materials to parents and students concerning the location of the designated crossing locations, the time the crossing guards will be present and in the event the guard is absent and the School District is unable to provide a substitute, the School District will notify the students of the absent guard.
- E. The School District shall be responsible for the payment or settlement of any workers' compensation claim or unemployment compensation benefit for the crossing guard, which the School District or those acting on behalf of the School District places at the designated crossing locations.

THE CITY AGREES TO:

- A. The Police Dept. or those acting on behalf of the City, will promptly advise the Miller School District at (605) 853-2614 or (605) 853-2455 of any inappropriate conduct by a crossing guard.
- B. The City will provide supplemental funding for the administration and cost of the Program that it deems necessary.
- C. The City will assist the School District in determining where the designated crossing guard locations shall be located and the hours during which guards will be provided.

D. The City will provide equipment and uniforms that it deems necessary to the School District crossing guards.

THE PARTIES FURTHER AGREE:

The employees of one party are not the employees of the other party and each party is liable to the extent allowed by law for the acts or omissions of its own employees but not those of the other party. Crossing guards are not employees of the City, and the School District agrees to indemnify and hold the city harmless against any or all claims brought against said crossing guards.

COMPENSATION

- A. Crossing guard and/or substitute shall receive Fifteen Dollars (\$15.00) per day for working the morning and afternoon shift or Seven Dollars and fifty cents (\$7.50) per day for working only one morning or one afternoon shift based on the School Districts official school calendar.
- B. The City has agreed to reimburse the School District \$2550 for future school years based 2 crossing guards. The School District agrees that if the School District petitions the Miller City Traffic and Safety Committee for additional crossing guard location(s) during the contract year, and the request is approved by the city, the contract cost may be increased according to the compensation outlined in Paragraph A.
- C. The School District will submit an invoice to the City as soon as practical after the close of each calendar year. Supporting documentation for the amount billed, including the crossing guard's name, location, daily salary, and number of days worked for each approved location for which the School District seeks reimbursement is available for the City to review upon request.
- D. The City will promptly pay the School District the amount due; failure to do so may result in the breach of this Agreement.

TERMINATION

- A. This Agreement may be terminated under the following conditions:
 - 1. Breach of this Agreement by either party shall include, but not be limited to, non-payment of bills or failure to provide crossing guards in a reasonable manner. In the event of a breach, either party may terminate this Agreement upon written notice to the other party.
 - 2. Either party may terminate this Agreement for any reason upon a thirty (30) days written notice to the other party.

NOTICES

Notice of termination required under this Agreement under "Termination" shall be in writing, shall be considered received when mailed, and shall be mailed by certified mail, return receipt requested, to the City and the School District, at the following address:

If to the City: City of Miller
120 West 2nd St.
Miller SD 57362

If to the School District Miller School District #29-4
PO Box 257
Miller SD 57362

COMPLETE AGREEMENT

This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year of the last parties Approved date as noted below.

APPROVED by the Council and SIGNED by the Mayor of The City of Miller this _____ day of _____, _____,

The City of Miller
A Municipal Corporation

Ronald Blachford, Mayor

APPROVED by the School Board and SIGNED by the President of the Miller School Board this _____ day of _____, _____,

The Miller School Board
A Public School District

Tim Zacher, School Board President

BEFORE:

6.5.2 Life Insurance:

City provides a group life insurance policy in the amount of \$20,000.00 for each full-time employee, \$5,000.00 for spouse, and \$5,000.00 for each dependent. The City pays for one-half policy premium (maximum \$6.00).

AFTER:

6.5.2 Life Insurance:

City provides a group life insurance policy in the amount of \$20,000.00 life and \$20,000.00 Accidental Death & Dismemberment. No child or spouse benefits. The City pays 100% of the policy premium.

MEMORANDUM FOR RECORD

December 2nd, 2014

SUBJECT: Record Destruction

FROM: Finance Office

1. The following 2004 records are to be destroyed:

- a. Payroll
- b. Fund Accounting
- c. Utility Billing

ORDINANCE #654

AN ORDINANCE FOR THE PURPOSE OF AMENDING THE REVISED ORDINANCE OF THE CITY OF MILLER, SOUTH DAKOTA, NO. 650 TO PROVIDE FOR AMENDING THE ELECTRICAL RATE TO BE CHARGED BY THE MILLER MUNICIPAL ELECTRIC SYSTEM.

Be it ordained by the Common Council of the City of Miller, South Dakota that Revised Ordinance No. 650, Title XIII, Section 13.12.140, establishing electrical rates be amended as follows:

1. Rates. Rate to be charged to customers be amended as follows:

	<u>Current Rate w/Debt Service</u>	<u>Total Rate</u>
<u>Residential Rate</u>		
\$15.00 per meter plus:		
Energy Charge	.0632	
All kWh		
(Plus)		.0805
Debt Service Surcharge	.0173	
All kWh		
<u>Commercial Rate</u>		
\$5.00 per meter plus:		
Energy Charge	.0785	
All kWh		
(Plus)		.1047
Debt Service Surcharge	.0262	
All kWh		
<u>Large Power</u>		
\$8.00 per meter plus:		
Energy Charge		.0356
63		
All kWh		
(Plus)		
Demand Charge	10.41	
All kWh		
(Plus)		15.64
Debt Service Surcharge	5.23	
All kWh		

Municipal Rate

\$1.00 per meter plus:

Energy Charge	.0466	
All kWh		
(Plus)		.0698
Debt Service Surcharge	.0232	
All kWh		

Street Lighting

Energy Charge	.0314	
All kWh		
(Plus)		.0464
Debt Service Surcharge	.0150	
All kWh		

Security Lights

Customer Meter		6.00
City Meter		10.00

This Ordinance should be in full force and effect so as to commence and include all electrical billings after the billing is made for electric usage for the month of January, 2015.

Ron Blachford, Mayor

ATTEST:

Sheila Coss, Finance Officer

(SEAL)

Record of Votes:

- Alderman Rangel –
- Alderman Odegaard –
- Alderman Winsell –
- Alderwoman Johnson –
- Alderman Zeller –
- Alderman Auch –

ORDINANCE #655

AN ORDINANCE FOR THE PURPOSE OF AMENDING THE REVISED ORDINANCE OF THE CITY OF MILLER, SOUTH DAKOTA, NO. 613 AND RESOLUTION #2011-8 AND RESOLUTION #2013-3 TO PROVIDE FOR AMENDING THE WATER RATES TO BE CHARGED BY THE MILLER MUNICIPAL WATER SYSTEM.

Be it ordained by the Common Council of the City of Miller, South Dakota that Revised Ordinance No. 613, and Resolution #2011-8 and #2013-3 establishing water rates be amended as follows:

1. Rates. Rate to be charged to customers be amended as follows:

	<u>Current Rate w/Debt Service</u>	<u>Total Rate</u>
<u>Residential Water Rate</u>		
\$3.80 per thousand gallons		
Base Fee	24.56	
Plus		28.50
Debt Service Surcharge	3.94	
<u>Commercial Water Rate</u>		
\$3.80 per thousand gallons		
Base Fee according to meter size:		
5/8-1" Base Fee	38.86	
Plus		42.80
Debt Service Surcharge	3.94	
1 1/2" Base Fee	45.96	
Plus		49.90
Debt Service Surcharge	3.94	
2" Base Fee	53.06	
Plus		57.00
Debt Service Surcharge	3.94	
3" Base Fee	81.56	
Plus		85.50
Debt Service Surcharge	3.94	

This Ordinance should be in full force and effect so as to commence and include all water and sewer billings after the billing is made for water and sewer usage for the month of January, 2015.

ORDINANCE #656

AN ORDINANCE FOR THE PURPOSE OF AMENDING THE REVISED ORDINANCE OF THE CITY OF MILLER, SOUTH DAKOTA, NO. 543 AND RESOLUTION #2011-8 AND RESOLUTION #2013-10 TO PROVIDE FOR AMENDING THE SEWER RATES TO BE CHARGED BY THE MILLER MUNICIPAL SEWER SYSTEM.

Be it ordained by the Common Council of the City of Miller, South Dakota that Revised Ordinance No. 543 establishing sewer rates be amended as follows:

1. Rates. Rate to be charged to customers be amended as follows:

Residential Sewer Rate

Base Fee	30.00	
Plus		31.65
Debt Service Surcharge	1.65	

Commercial Sewer Rate

Base Fee	30.00	
Plus		31.65
Debt Service Surcharge	1.65	

**Commercial accounts using over 6,000 gallons of water per month add \$1.00/1,000.

This Ordinance should be in full force and effect so as to commence and include all sewer billings after the billing is made for sewer usage for the month of January, 2015.

Ron Blachford, Mayor

ATTEST:

Sheila Coss, Finance Officer

(SEAL)

Record of Votes:

ORDINANCE #657

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

4211	Police		
4110	Salary		\$ 4,969.80
4290	Other Expenses		\$ 1,588.00
4311	Street		
4110	Salary		\$ 5,101.00
4268	Mosquito Spray		\$ 5,000.00
4351	Airport		
4321	Capital Improvement		\$ 54,325.56

604 – Sewer Fund

4325	Sewer		
4340	Capital Improvement		\$217,329.23
			\$230,129.23

Source of Funding

101 – General Fund

3300	3311	Federal Grants	\$ 51,466.32
3300	3341	State Grants	\$ 19,518.04

604 – Sewer Fund

3830	3839	Other Sewer Revenue	\$217,329.23
			\$230,129.23

Ronald Blachford, Mayor

(SEAL)

ORDINANCE NO. 658

AN ORDINANCE AMENDING CHAPTER 12.20 OF THE ORDINANCES OF THE CITY OF MILLER, SOUTH DAKOTA

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MILLER, SOUTH DAKOTA, that following sections have been amended or added to Chapter 12.20 of the Miller Municipal Code:

SNOW AND ICE REMOVAL

Sections:

- 12.20.010** **Owner or occupant responsibility.**
- 12.20.020** **Removal by city-Assessment of costs.**
- 12.20.030** **Penalty for unpaid assessment.**
- 12.20.040** **Method of assessment collection.**
- 12.20.050** **Notice.**
- 12.20.060** **Disposal of snow and ice.**
- 12.20.070** **Violation.**

12.20.010 **Owner or occupant responsibility.**

The owner or person in possession of any premises within the city adjacent to any sidewalk, must within twenty-four hours after the fall of snow or the formation of ice on said sidewalk, remove said snow and ice from so much of said sidewalk as adjoins said premises. (Ord. 430 (part), 1980: prior code § 9.0501)

12.20.020 **Removal by city-Assessment of costs.**

If the owner or person in possession of any such premises shall fail, neglect or refuse to remove said snow or ice from the adjacent sidewalks within the time specified in Section 12.20.010, the city may remove or cause the removal of said snow or ice from said sidewalks and to assess the cost of such removal upon the lots or parcels of land adjacent to said sidewalks, and to make return of said assessment to the city council, and the finance officer shall cause to be published said assessment of the city together with a notice that said assessment will be considered by the city council at its regular April meeting of each year at which time any person interested may appear and be heard on the matter. Said notice shall be published once in the official newspaper of the city at least ten days prior to said April meeting. (Ord 430 (part), 1980: prior code § 9.0502)

12.20.030 **Penalty for unpaid assessment.**

Within ten days after such assessment shall have been approved by the city council, the city finance officer shall file a certified copy of the same in that office and thereupon said assessment shall be payable and due to the city, and if not paid within sixty days shall have a penalty of ten percent per annum added thereto and shall bear interest at the rate of ten percent per annum. (Prior code § 9.0503)

12.20.040 **Method of assessment collection.**

The assessment shall be collected in the same manner as sidewalk assessments are now collected, and the premises upon which said assessments are made may be sold for said assessments, and the sale thereof shall be conducted in the same manner and at the same time and shall be governed by the same regulations as are provided for the sale of real property for the sidewalk assessments. (Prior code §9.0504)

12.20.050 **Notice**

The city shall notify all owners or persons in possession of property abutting on sidewalks to keep such sidewalks free from snow and ice and to remove the same within twenty-four hours after every fall or accumulation of snow or ice. The notice need not be given personally but may be given generally by

publication in the official newspaper or other media. The notice shall provide that each owner or person in possession is required to keep the sidewalk abutting to the premises free and clear from snow and ice. It shall further provide that if the owner or person in possession fails to remove the snow or ice within the time limits set forth of the falling or accumulation thereof, the city may cause said snow or ice to be removed and charge the cost to the abutting property, pursuant to Sections 12.20.020, 12.20.030 and 12.20.040.

12.20.060 Disposal of snow and ice.

The property owner, person in possession or, person removing snow or ice from any sidewalk, public or private driveway, parking lot, or parking area shall not dispose of accumulated snow and ice from such property in any of the following manners:

- a) Snow and ice shall not be deposited on any sidewalk.
- b) Snow and ice shall not be deposited so as to obstruct or interfere with the passage or vision of vehicular or pedestrian traffic.
- c) Snow and ice shall not be deposited upon any public street or alley, **except as otherwise allowed in the downtown area with the permission of the city.**

12.20.070 Violation.

Any person whose duty it shall be to remove snow and ice and who fails to remove such snow and ice within the time set forth shall be guilty of a misdemeanor and upon conviction thereof, shall be fined not exceeding two hundred dollars (\$200.00) and in addition thereto, shall be liable to the city for any damage caused by the failure to keep such sidewalk free and clear of snow and ice as provided by this Chapter.

Ronald Blachford, Mayor

ATTEST: _____
Sheila Coss, Finance Officer

(SEAL)

Record of Votes:

Alderman A. Rangel -
Alderman J. Odegaard -
Alderman J. Zeller -
Alderman M. Johnson -
Alderman T. Winsell -
Alderman G. Auch-

1st Reading – November 17, 2014
2nd Reading – December 1, 2014
Adoption – December 1, 2014
Publication – December 10, 2014