

**AGENDA
CITY OF MILLER
TUESDAY, JANUARY 22, 2013
7:00 P.M.**

Call to Order
Pledge of Allegiance
Approval of Agenda
Approval of Minutes Pg. 1 - 6
Public Input

Department Head Report

7:10 – 7:40 1. Electric, Water/Sewer, Street Pg. 7 - 9
7:40 – 7:50 2. Police Pg. 10
7:50 – 8:00 3. Finance Office Pg. 11 - 15

Approval of Bills

Hearing of Delegations

Old Business

1. Employee Evaluations – see packet
2. Clothing Allowance Pg. 16

New Business

1. Memorandums for Record Destruction Pg. 17 - 20
2. Airport – State Financial Assistance Agreement Pg. 21 - 24

Correspondence

1. Annual Rib Dinner & Municipal Government Day – Jan. 22, 2013 Pg. 25

Adjourn

**CITY OF MILLER
CITY COUNCIL MEETING
JANUARY 7, 2013**

The City Council met in regular session at City Hall on Monday, January 7, 2013.

MEMBERS PRESENT: Mayor Ron Blachford, Aldermen Tony Rangel, Lorin Johnson, Tom Winsell, Mary Johnson, Joe Zeller and Jim Odegaard.

CALL TO ORDER: Motion by Alderman Odegaard, seconded by Alderman Zeller to approve the agenda with an addition. Motion carried.

MINUTES: Motion by Alderman Johnson, seconded by Alderwoman Johnson to approve the minutes for the regular meeting held on December 17, 2012, and the special meeting held on December 27, 2012. Motion carried.

Public Input: Mayor Blachford commended Council and employees for addressing the budgets and handling the situation.

Fire Department – Steve Resel, fire chief, informed the Council that the smokehouse training is going well. The department has received several generous donations from the public for bunker gear.

Land Plat – Darryl Chapin and Barb Johnson presented a plat to the Council. Motion by Alderman Zeller, seconded by Alderman Rangel to approve the Wilber Ellis plat. Motion carried.

Employee Evaluations – Motion by Alderwoman Johnson, seconded by Alderman Rangel to start following the evaluation policy as written in the Employee Handbook. Mayor Blachford stressed that he wants full participation from the committees. Laura Smith was directed to compile the departments' respective evaluation forms and make them look/work similar to one another. Motion carried.

Resolution #2013-1 – Motion by Alderwoman Johnson, seconded by Alderman Odegaard to approve Resolution #2013-1 Employee Wages. Motion carried.

RESOLUTION # 2013-1

WHEREAS, pursuant to SDCL-6-1-10 a complete list of salaries of all officers and employees must be published,

THEREFORE, BE IT RESOLVED that the following is a current list of salaries for the City of Miller officers and employees:

COUNCIL

Ronald Blachford	\$200.00 a month plus \$65.00 per meeting
Jim Odegaard	\$125.00 a month plus \$50.00 per meeting
Mary Johnson	\$125.00 a month plus \$50.00 per meeting
Tom Winsell	\$125.00 a month plus \$50.00 per meeting

Lorin Johnson \$125.00 a month plus \$50.00 per meeting
 Tony Rangel \$125.00 a month plus \$50.00 per meeting
 Joe Zeller \$125.00 a month plus \$50.00 per meeting

FINANCE OFFICE

Laura Smith \$19.15 per hour, OT -\$28.73, Flex Meeting Time
 Rachel Heezen \$12.88 per hour, OT -\$19.32, Flex Meeting Time
 Cindy Deuter \$11.33 per hour, OT -\$17.00, Flex Meeting Time

POLICE DEPARTMENT

Shannon Speck \$19.06 per hour
 Wayne Ames \$16.00 per hour
 Chris Henrickson \$15.76 per hour
 James Henson \$14.30 per hour

STREET DEPARTMENT

Ron Hoftiezer \$21.42 per hour, OT - \$32.13, Flex Meeting Time
 David Phinney \$17.00 per hour, OT - \$25.50, Flex Meeting Time

ELECTRIC DEPARTMENT

Bill Lewellen \$28.33 per hour, OT - \$42.50, Flex Meeting Time
 \$20.00 per day when on call
 Josh Koeck \$16.48 per hour, OT - \$24.72, Flex Meeting Time
 Garth Park \$25.75 per hour, OT - \$38.63, Flex Meeting Time
 \$20.00 per day when on call

WATER/SEWER DEPARTMENT

Jim Bonebright \$25.73 per hour, OT - \$38.60, Flex Meeting Time
 Terry Manning \$20.70 per hour, OT - \$31.05, Flex Meeting Time
 Gordon Gross \$14.17 per hour, OT - \$21.26, Flex Meeting Time

JANITORIAL

Verna McMahan \$11.12 per hour
 Tim McMahan \$11.12 per hour

CERTIFIED POLICE SUBSTITUTES

Jim Keeter \$14.17 per hour
 Frank Blair \$14.17 per hour

SUMMER EMPLOYEES

		<u>10% CDL</u>
Base Pay	\$7.25 (No Experience)	7.98
Returning with 1 year experience	\$7.54 (Base plus 4% of Base)	8.29
Returning with 2 years experience	\$7.83 (Base plus 8% of Base)	8.61
Returning with 3 years experience	\$8.12 (Base plus 12% of Base)	8.93
Returning with 4 years experience	\$8.41 (Base plus 16% of Base)	9.25
Returning with 5 years experience	\$8.70 (Base plus 20% of Base)	9.57

Adopted this 7th day of January, 2013

Resolution #2013-2 – Motion by Alderman Rangel, seconded by Alderman Zeller to approve Resolution #2013-2 Water Debt Surcharge. Motion carried.

RESOLUTION # 2013-2

A RESOLUTION PROVIDING FOR A SURCHARGE FOR IMPROVEMENTS TO WATER SYSTEM, FOR PAYMENT OF A REVENUE BOND AND YEARLY REVIEW OF THE SURCHARGE

1. **Surcharge for Bond Issue.** There shall be charged a monthly surcharge for the services provided by the improvement financed by the Rural Development Loan. The surcharge for the loan shall be segregated from other revenues of the city and shall be used for the payment of the Water Project Revenue Bond, Series 2009 (the "Bond"). Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements.
2. **Rates and collection.** The City does hereby establish the special charge or surcharge payable by each customer of its system who receives or benefits from the services of the project financed with the Borrower Bond. Such charge or surcharge shall be set at a level which, assuming a 10% delinquency rate, will produce income at the times and in amounts sufficient to pay when due the principal of and interest on the Bond and the and all other payments as may be required under the loan and Bond. The collection of the Surcharge will start on a date prior to the first payment date that will allow the City to collect funds sufficient to pay the accrued interest on the Initial Loan Amortization Date. The City Council shall determine said date with consultation with City personal.
3. **Borrower Bonds.** The following initial surcharge shall be applicable to all customers served until adjusted under paragraph 5:

Water Project Revenue Bond, Series 2009: \$3.94 per user.

The surcharge shall remain in effect until such time as the Bond is paid in full. The surcharge shall be collected at the same time as other charges of the system. The surcharge is found to be equitable for the services provided by the improvements.

4. **Segregation.** The debt service surcharge shall be segregated from other income of the system in a separate book keeping account and is pledged to the United States acting through Rural Development for the payment of the loan payments on the Bond.
5. **Yearly review.** The amount of the surcharge shall be reviewed from year to year and may be modified in order to provide such funds as are set forth herein. The charges shall be reviewed yearly by the City Council and administratively adjusted, upwards or downwards, to such amounts as may be necessary to pay principal, interest, administrative surcharge and other charges as may become due and owing under the loan or Bond.
6. **Billing and Accounting.** The surcharge shall be included in the monthly user bill. Nothing contained herein requires the surcharge be indicated on the billing; however, the surcharge segregation shall be indicated on the books of the City.

7. **Automatic Repeal.** The surcharge for the Bond shall be automatically repealed when the Borrower Bond is paid in full.
8. **Partial Invalidity.** If any one or more of the provisions of this Resolution shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

Adopted this 7th day of January, 2013

Resolution #2013-3 – Motion by Alder woman Johnson, seconded by Alderman Odegaard to approve Resolution #2013-3 Water Rates. Motion carried.

RESOLUTION #2013-3

WHEREAS, The City Council has deemed it necessary to raise water rates,

THEREFORE, be it resolved the following water rates will be effective with the February, 2013 usage:

Residential Rate

\$3.50 per thousand gallons

Base Fee	\$20.56
Plus	
Debt Service Surcharge	\$ 3.94

Commercial Rate

\$3.50 per thousand gallons

Base Fee according to meter size:

5/8-1"	\$30.56
Plus	
Debt Service Surcharge	\$ 3.94

1 1/2"	\$35.56
Plus	
Debt Service Surcharge	\$ 3.94

2"	\$45.56
Plus	
Debt Service Surcharge	\$ 3.94

3"	\$55.56
Plus	
Debt Service Surcharge	\$ 3.94

4"	\$65.56
Plus	
Debt Service Surcharge	\$ 3.94
6"	\$85.56
Plus	
Debt Service Surcharge	\$ 3.94
Compound Meter Charges:	
5/8X2"	\$45.56
Plus	
Debt Service Surcharge	\$ 3.94
3/4X3"	\$55.56
Plus	
Debt Service Surcharge	\$ 3.94
1X4"	\$65.56
Plus	
Debt Service Surcharge	\$ 3.94
1 1/2X6"	\$85.56
Plus	
Debt Service Surcharge	\$ 3.94
2X8"	\$100.56
Plus	
Debt Service Surcharge	\$ 3.94

Dated this 7th day of January, 2013.

SDWWA – Motion to send Jim Bonebright and Terry Manning to SDWWA training conferences in Pierre, January 8-10, and in Rapid City, February 13-14. Motion carried.

Police Department – Shannon Speck, police chief, informed the Council that Wayne Ames successfully completed his six month probation period. Motion by Alderman Winsell, seconded by Alderwoman Johnson to approve a \$.50/hour raise. Motion carried.

Street Signage – Motion by Alderman Johnson, seconded by Alderwoman Johnson to approve the placement of "*Caution: Blind Child*" signs (or similar wordage) around the East 3rd and 7th neighborhood. Motion carried.

Tractor Lease – Motion by Alderman Rangel, seconded by Alderman Winsell to grant Jim Bonebright approval to pursue a lease with Titan Machinery for a bi-directional tractor at approximately \$12.50/hour to be used by the City. Motion carried.

Snow Removal – Motion by Alderman Johnson, seconded by Alderman Rangel to approve the hiring of Terry Sievers and Sean Lewellen as snow removal truck drivers. Motion carried.

Summer Help – Motion by Alderman Zeller, seconded by Alderman Rangel to authorize the advertisement of summer help wanted with a closing date of February 28, 2013. Motion carried.

Meeting Date Change – Motion by Alderman Rangel, seconded by Alderwoman Johnson to change the next meeting from Monday, January 21 to Tuesday, January 22 at 7:00 p.m. due to Martin Luther King, Jr. Day. Motion carried.

Motion by Alderman Winsell, seconded by Alderman Zeller to adjourn the meeting. Motion carried. There being no further business, the meeting was adjourned at 8:22 p.m.

Laura Smith, Finance Officer

LEGAL NOTICE OF RECEIPT

Copy of the official proceedings
was received on: _____

Published once at the
approximately cost of: _____

Council Meeting

1/22/2012

1. Christmas decorations are down.
2. Safety clothing for lineman.
 - a. \$625.00 per year per person.
 - b. Winter gear as needed.
3. Superintendent conference in Watertown March 5th and 6th
 - a. \$60.00
4. Starting to get easements for project this summer.
5. Evaluation form attached.

Water Department Report

January 22, 2013

1. I took the generator we got from the hospital to Sioux Falls to get an estimate on repairs.
2. I am looking at doing a sewer project on East 4th avenue this summer.
3. We are going to install an air line in our shop so we have hook ups in both sides of the shop.
4. Ron Blachford, Laura and I met with Jerry Wattier about some ordinance changes and how to best deal with rental properties.
5. The new tractor has been ordered for the airport. It should be in this month.
6. We are still waiting for our payment from the State for the pavement at the airport.

**Report to Council
Street Department
January 17, 2013**

We are working on the lights on the snow blower (the machine did not come with lights installed).

I helped round up a cow that was running loose, she went by the bank (thankfully it didn't deposit anything) :) then it walked out to the Tex Fulton area.

David worked on several barricades.

I had to attend a pesticide recertification class (with 2 more coming up.

We had our 2 way radios "Narrow Banded" due to the new FCC Regulation effective on Jan. 1 2013. Some of the radios were too old to be "Narrow Banded" but I have been replacing them over the last two years and I have two more to install when they are reprogrammed.

We tried something new with the concrete planer on the Bobcat. I ground the rough ice spots by most of the dips in town and it worked very well.

I welded a crack on the cutting edge on the loader bucket cutting edge.

David bladed some of the snow pack off a few of the gravel roads.

We had to replace a radiator core in the # 1 tandem truck.

ALL of the department's fire extinguishers were annual tested.

I went to Gene Porter's funeral, so I had David, Josh, & Gordy plow the streets Sat. Jan.5 (with the wind some streets had quite a bit on them and some were nearly clean).

We cut a few trees out of boulevards and helped the Electric Dept. cut some trees out of the power lines.

Police Department Report
January 22, 2013

On January 23, 2013, the officers will be attending a Radar Certification Class that will be held at the firehall. Officer Wayne Ames is the instructor for the class.

I would like to be able to purchase a bulletproof vest for Officer Ames since he is off of probation. The approximate cost for the vest will be around \$800.

Totals for the year of 2012:

Case Reports: 148

Information Reports: 596

Accidents 66

Building Checks 2647

Finance Office
Report to Council
January 22, 2013

1. Sales Tax Report – see attachment
2. City Election – April 9, 2013 – Council member’s terms expiring are:
 - a. Ward 1-Casey Schultz
 - b. Ward 2-Mary Johnson
 - c. Ward 3-Tony Rangel
 - d. Mayor-Ron Blachford

The earliest a petition may circulate is January 25, and the deadline is February 22.

I will be looking into holding this election with the school. By doing this, we can save some money on election workers and supplies.

3. Working on end of year/beginning of year – W-2s and W-3s, 1099s, meter books, etc.
4. A work comp audit is scheduled to take place on January 31.
5. Building permits for 2012 – see attachment

Sales Tax Comparison			
	2012	2011	
January	\$28,228.75	\$31,213.83	
	\$50,517.59	\$30,357.18	
Feburary		\$30,853.86	
March	\$39,500.70	\$18,442.67	
	\$22,249.77	\$29,558.56	
	\$28,777.89	\$25,444.27	
April	\$21,992.49	\$28,221.01	
	\$38,246.99	\$28,036.93	
May	\$16,559.56	\$35,736.70	
	\$32,008.70	\$26,319.44	
June	\$23,684.78	\$25,649.78	
	\$40,829.00	\$26,777.57	
July	\$23,470.43	\$36,421.46	
	\$40,475.34	\$36,329.44	
August	\$27,772.95	\$24,652.24	
	\$35,987.68	\$49,106.95	
September	\$23,164.04	\$8,320.25	
	\$29,568.17	\$38,701.52	
October	\$30,368.80	\$25,502.76	
	\$36,387.55	\$33,152.00	
November	\$33,450.50	\$25,657.52	
	\$70,025.71	\$38,602.06	
December	\$20,689.95	\$28,091.47	
		\$31,344.72	
		\$29,817.59	
Total	\$713,957.34	\$742,311.78	-3.82%

up from last year

-\$28,354.44

Sales Tax Comparison			
	2012		2011
January	\$28,228.75	\$31,213.83	
	\$50,517.59	\$30,357.18	
Feburary		\$30,853.86	
March	\$39,500.70	\$18,442.67	
	\$22,249.77	\$29,558.56	
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	\$40,475.34	\$36,329.44	
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	\$29,568.17	\$38,701.52	
October	\$30,368.80	\$25,502.76	
	\$36,387.55	\$33,152.00	
November	\$33,450.50	\$25,657.52	
	\$70,025.71	\$38,602.06	
December	\$20,689.95	\$28,091.47	
	\$41,715.91	\$31,344.72	
		\$29,817.59	
Total	\$755,673.25	\$742,311.78	1.80%

up from last year

\$13,361.47

Building Permits 2012
City of Miller

Month	Permit #	Issued to:	Issued for:	Total Cost:
January				<u>\$0.00</u>
February				<u>\$0.00</u>
March	2264	Anthony Rangel	Dining room (addition) - move deck to East side	\$8,000.00
	2265	Duane Slunicka	Add on to garage	\$10,000.00
				<u>\$18,000.00</u>
April	2266	Steve Ford	House removal	\$2,000.00
	2267	Bossardt Corp.	New Elementary School	\$4,995,000.00
				<u>\$4,997,000.00</u>
May	2268	Custom Air Inc.	Loading facility & office	\$75,000.00
	2269	Tiffany & Kevin Hofer	New house	\$30,000.00 plus
	2270	Jill Wallace	Garage removal	\$0.00
	2271	Florence Diekhoff	Addition to garage	\$20,000.00
	2272	S & S Rentals LLC	House removal	\$3,000.00
	2273	Beverly Yost	Addition to house	\$7,000.00
	2274	Terry Augspurgen	Removal of storage shed	\$150.00
	2275	Tom Winsell	Removal of garage	\$0.00
	2276	Jimmie & Karen Evans	Trailer house and basement removal	\$10,000.00 under
	2277	Steve Ford	Lawn shed	\$500.00
	2278	Brad Beilke	Deck/steps	\$1,300.00
	2279	Performance Seed	Cleaner Room & Hopper bins	\$68,000.00
2280	Gary Davis	Addition to tool shed	\$500.00	
2281	Kurt Joy	Addition to house	\$30,000.00	
				<u>\$245,450.00</u>
June	2282	Deborah Willert	Pergola	\$1,000.00
	2283	Trinity Palmer	Deck	\$3,000.00
	2284	Bernie Rombough	Addition to shop and barn	\$35,000.00
	2285	Don Joy	Replace deck	\$1,500.00
	2286	K&K Greenery	Pergola	\$2,000.00
	2287	Steve & Becky Peters	Storage Shed	\$200.00
				<u>\$42,700.00</u>
July	2288	Larry Blaseg	Replace deck	\$1,000.00
			Yard shed	\$1,400.00
	2289	Jackie Bristlin	Tear down park of house	\$0.00
	2290	Russ Davis	new foundation	\$50,000.00
	2291	Rob Blasdell	Replace deck	\$200.00
2292	First Presbyterian Church	Lawn shed	\$2,000.00	
				<u>\$54,600.00</u>

Building Permits 2012
City of Miller

August	2293 Carolyn Rediger	Pergola	\$3,000.00
	2294 Monte Heilman	Addition - garage and office	\$50,000.00
	2295 Jeff Gnat	Tear down building	\$0.00
	2296 David Martinmaas	Garage	\$18,000.00
			<u>\$71,000.00</u>
September	2297 Connie Zemlicka	Storage Building	\$2,500.00
	2298 Gary Russell	Replace steps	\$1,200.00
			<u>\$3,700.00</u>
October	2299 Paulette Gates	New home with garage	\$200,000.00
			<u>\$200,000.00</u>
November	2300 North Central Farmers Elevator	Pold shed - bulk chem storage	\$65,000.00
	2301 Eldene Norma Moser	Carport & Storage shed	\$900.00
			<u>\$65,900.00</u>
December	2302 Carolyn Johnsen	Deck	\$800.00
			<u>\$800.00</u>
Total 2012			<u><u>\$5,699,150.00</u></u>

Building Permit Summary and Comparison

Year	Number of Permits	Total Est. Cost
2006	52	\$2,309,215.00
2007	38	\$1,767,250.00
2008	33	\$425,225.00
2009	34	\$673,048.96
2010	39	\$6,407,736.93
2011	41	\$493,750.00
2012	39	\$5,699,150.00

Clothing Allowance

Finance Office	\$350 per year
Street Department	Permanent Employee - \$350 per year, plus replace coveralls when needed. Summer Help – 5 shirts first year – replace when needed in the years following
Police Department	\$350 per year for each officer-Shirts, coats, pants, Every five years replace bulletproof vest-\$ 800 Every five years replace Duty Belt-\$500
Water/Sewer Department	\$500 per year
Electric Department	\$650 per year, plus replace winter gear when needed

MEMORANDUM FOR RECORD

January XX, 2013

SUBJECT: Record Destruction

FROM: Finance Office

1. The following Fund Accounting and Other records for 1998 were destroyed on (month/day/year):

- a. Jan-Dec – Postage statements
- b. Jan-Dec – Receipt Transaction Listing
- c. Jan-Dec – System Balance Report
- d. Jan-Dec – Journal Batch Listing
- e. Jan-Dec – Paid Detail Check Register
- f. Jan-Dec – Budget Worksheet Revenue Accts.
- g. Jan-Dec – General Fund Exp. Rep.
- h. Jan-Dec – Revenue Guidelines
- i. Jan-Dec – Trial Balance
- j. Jan-Dec – Transaction List
- k. Jan-Dec – Expenditure Budget Worksheet
- l. Jan-Dec – Receipt Book
- m. Jan-Dec – Payments By Batch
- n. Jan-Dec – Expenditure Summary
- o. Jan-Dec – Payment Transaction Listing
- p. Jan-Dec – Expenditure Guideline
- q. Jan-Dec – G.L. Summary
- r. Vendor Analysis

- s. Cash Disbursement
 - t. End of Month Reports and End of Month Payroll worksheets
 - u. Vendor Listing
 - v. End of Year – Vendor 1099 Report, Audit Exp.
 - w. receivables for Annual Report
 - x. Deposit sheets
 - y. Timesheets
 - z. W2's and W3's
2. The following records for 1998 Utility Billing were destroyed (month/day/year):
- a. Billing Registers for: Residential, Commercial, Public, City, Outside Residential, and
Outside Commercial
 - b. Jan-Dec – Receipt Distribution Register and Entry Register/Receipt Audit
 - c. Jan-Dec – Alpha Accounts
 - d. Utility Deposits
3. The following records for 1998 Payroll were destroyed (month/day/year):
- a. Jan-Dec – Payroll Register
 - b. Jan-Dec – Retirement Plans report
 - c. Jan-Dec – Monthly, Current, and Quarterly reports
 - d. Jan-Dec – Unemployment Summary report
 - e. Jan-Dec – Ded/Ben Register
 - f. Jan-Dec – Payroll Summary
 - g. Jan-Dec – Timecards Report
 - h. Jan-Dec – Outstanding Checks and Paid Register
 - i. Jan-Dec – End of Month Payroll worksheets

j. Jan-Dec – Accumulation Report

4. The following fund accounting records for 1995 were destroyed (month/day/year):

- a. Expenditure Summary
- b. System of Balance
- c. Unpaid Check Detail Register and Summary
- d. Revenue Guidelines
- e. Receipt Transaction Listing
- f. Receipt Book
- g. Trial Balance
- h. Payment Transaction Listing
- i. Transaction Listing
- j. G.L. Summary
- k. End of the Month
- l. Budget Worksheet
- m. Revenue Report
- n. Vendor Listing, Vendor Analysis
- o. General Fund Exp. Rep.
- p. Monthly Disbursement

5. The following records for 1995 were destroyed (month/day/year):

- a. Postage statements
- b. counter receipts binder and book
- c. W2's & W3's
- d. Timesheets
- e. quarterly reports – 941's

f. end of month payroll worksheets

6. The following other records were destroyed (month/day/year):

a. Member Order Report – SDPAA for 1996-1998, 1998-2001

b. 1999 Payroll Wage Scales and Insurance Statements

c. LIEAP – 1997-1999

d. Counter Receipts – 1994, 1996, 1998

e. 1996 Undistributed Receipts (utility billing)

f. 1996 Counter Receipts Journal/Book

7. The following vouchers were destroyed on (month/day/year):

a. January 1995 – December 1995

b. January 1997 – December 1997

c. January 1998 – December 1998

AGREEMENT NO. _____

**FINANCIAL AGREEMENT
BETWEEN
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
AND
CITY OF MILLER**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the City of Miller, South Dakota, referred to in this Agreement as the "SPONSOR."

BACKGROUND:

- A. The SPONSOR let an airport pavement maintenance project on the Miller Municipal Airport as a part of Project Number 3-46-4600-016-2011, referred to in this Agreement as the "Project."
- B. The SPONSOR constructed the Project, including pavement maintenance and pavement marking.
- C. The SPONSOR wants the STATE to reimburse the SPONSOR for the STATE 3% share and the federal 95% share of the costs for the pavement maintenance portion of the Project and the STATE wants the SPONSOR to pay the STATE for the SPONSOR'S 2% share of the costs for the pavement marking portion of the Project.

THE STATE AND THE SPONSOR MUTUALLY AGREE AS FOLLOWS:

1. The STATE will reimburse the SPONSOR for ninety-eight percent (98%) of the actual and final costs of the pavement maintenance portion of the Project. The cost of the STATE'S 3% share of the pavement maintenance portion of the Project is Three Hundred Eighty-one Dollars and Eighty-nine Cents (\$381.89). The cost of the federal 95% share of the pavement maintenance portion of the Project is Twelve Thousand, Ninety-three Dollars and Sixteen Cents (\$12,093.16)
2. The SPONSOR will pay the STATE for 2% of the actual and final costs of the pavement marking portion of the Project. The cost of the SPONSOR'S 2% percent share of the Project is One Hundred Forty-two Dollars and Forty-two Cents (\$142.42). This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and will be signed by an authorized representative of each of the parties.
3. The STATE may terminate this Agreement on thirty (30) days' written notice. If the SPONSOR breaches any of the terms or conditions of this Agreement, the STATE may terminate this Agreement at any time with or without notice.
4. The SPONSOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.
5. The SPONSOR will pay subcontractors or supplies within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause,

the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.

6. The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 49 CFR Part 18.22.
7. Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.
8. If the SPONSOR expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds during any SPONSOR fiscal year covered, in whole or in part, under this Agreement, the SPONSOR will be subject to the single agency audit requirements of the U. S. Office of Management and Budget (OMB) Circular A-133. If the SPONSOR expends less than \$500,000 in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions. The CFDA Number for funds used under this Agreement is 20.106.
9. The SPONSOR will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.
10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
11. The SPONSOR certifies, to the best of the SPONSOR'S knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the SPONSOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The SPONSOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

12. The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

13. The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as Exhibit B.

14. The effective date of this Agreement is **September 27, 2011**.

The SPONSOR and the STATE, by signing this Agreement, evidence authority to enter into this Agreement through formal action of their governing bodies.

City of Miller, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: Program Manager
Office of Air, Rail, and Transit

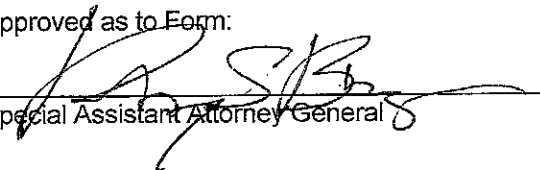
Date: _____

Date: _____

Attest:

Approved as to Form:

City Auditor/Clerk


Special Assistant Attorney General

(City Seal)

2011 Airport Pavement Maintenance
 FAA Grant # 3-46-4600-16-2011

Project #3-46-4600-16-2011 (Pavement Maintenance)	
Marking Costs incurred by SDDOT	
<u>Description</u>	<u>Amount Due</u>
Construction	\$6,220.00
Engineering	\$889.03
Administration	\$12.03
Total Project Cost	\$7,121.06
Federal Share 95%	\$6,765.01
State Share 3%	\$213.63
Local Share Due to SDDOT	\$142.42
Paving Costs incurred by City of Miller	
<u>Description</u>	<u>Amount Due</u>
Construction-Hand County Highway Dept.	\$12,729.64
Total Project Cost	\$12,729.64
Federal Share 95%	\$12,093.16
State Share 3%	\$381.89
SDDOT Owes City	\$12,475.05

A final bill will be sent when the project is complete.

Laura Smith

From: Lori Butler <lori@sdmunicipalleague.org>
Sent: Monday, January 14, 2013 11:37 AM
To: 'Lori Butler'
Subject: Registration Reminder: Annual Rib Dinner & Municipal Govt Day
Attachments: 2013 Municipal Gov. Day Registration.pdf

The attached form has all the details, please return the form with payment by **January 22, 2013**.
Pre-registration is important so that we may plan for meals accordingly.

RIB DINNER WITH YOUR LEGISLATORS



Please join us Tuesday, February 5, 2013 for an informal rib dinner with your state legislators. The dinner will be held at the Kings Inn Convention Center beginning at 6:00 p.m. Prior to dinner, a legislative briefing will be held to update you on discussion topics and on the committee meetings for Wednesday, February 6th.

2012 MUNICIPAL GOVERNMENT DAY AT THE LEGISLATURE



Wednesday, February 6, 2013 will be Municipal Government Day at the Legislature. This is the day all municipal officials are invited to Pierre to watch the Legislature in action.

Lori Butler

SOUTH DAKOTA MUNICIPAL LEAGUE

Director of Finance/Office Manager
208 Island Drive, Ft. Pierre, SD 57532
Tel | 605.224.8654 or 800.658.3633 Fax | 605.224.8655
<http://www.sdmunicipalleague.org>

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