

AGENDA
CITY OF MILLER
MONDAY, NOVEMBER 4, 2013
7:00 PM

Call to Order
Pledge of Allegiance
Approval of Minutes Pg. 1 - 3, 4
Approval of Agenda
Public Input

Department Head Report
7:15-7:25 Fire Department

Old Business

1. Utility Assistance

Hand In Hand Daycare, McWhorter Museum, Helping Hands

New Business

1. On Hand Economic Development – Old Elementary School

2. Liquor Licenses

Turtle Creek, Hi-Lite, Hondah, Tuckers, Rexall Drug, Redneck Paradise, Sommer's Bar

3. Building Permits –

Tiffany Hofer – garden shed

SuAnne Meyer – remove garage

4. NECOG Board Appointment of Ron Blachford

5. DOT Airport Agreement Pg. 5 - 9

6. Ordinance #648 – First Reading Pg. 10 - 11

Adjourn

**CITY OF MILLER
CITY COUNCIL MEETING
OCTOBER 21, 2013**

The City Council met in regular session at City Hall at 7:00 p.m. on Monday, October 21, 2013.

MEMBERS PRESENT: Mayor Ron Blachford, Aldermen Tony Rangel, Joe Zeller, Jim Odegaard, Tom Winsell and Alderwoman Kristin Hargens. Absent was Alderwoman Mary Johnson.

CALL TO ORDER: Mayor Blachford called the meeting to order at 7:00 p.m.

The Pledge of Allegiance was said by all present.

ADOPT AGENDA: Motion by Alderman Rangel, seconded by Alderwoman Hargens to approve the agenda. All members voted aye. Motion carried.

MINUTES: Motion by Alderman Winsell, seconded by Alderman Odegaard to approve the minutes for the regular meeting held on October 7, 2013. All members voted aye. Motion carried.

APPROVAL OF BILLS: Motion by Alderman Odegaard, seconded by Alderman Zeller to approve the bills. All members voted aye. Motion carried.

Department Head Reports

Water/Sewer Department: Jim Bonebright, superintendent, Olson Construction replaced about 30 feet of sewer that collapsed on West 4th Street. The cracks on the runway at the airport are being repaired today and tomorrow.

Electric Department: Bill Lewellen, electric superintendent, is working on a rate increase for 2014. Heartland is raising their rates 3% and NorthWestern Energy is raising their rates 34% for 2014. He will adjust the city rates at the same time as all other rates. Heartland is offering an incentive for new businesses and will pay for all recruitment advertising. We cannot make any money off of a new business that accepts this incentive for 3 years but we can recover any costs incurred.

Street Department: Ron Hoftiezer, street superintendent, will start installing drain tile on Monday on West 1st Street near Rick Norton's. They have been busy sweeping leaves off of the streets. Fabric from the Avera parking lot was blocking a storm sewer and needed to be cut out. Ron will be getting the snow ordinances published soon.

Police Department: Shannon Speck, police chief, reported that the officers completed their annual firearms certification which included a night time shoot for insurance purposes. They participated in the mock disaster put on by Hand County Emergency Management. Vehicles and trailers must be removed from the streets from November 15 to April 15 for snow removal.

Finance Office: Sheila Coss, finance officer, showed an increase of 4.53% in sales tax from the same time last year. They have been working with Data Technologies to convert the current accounts to the correct state issued chart of accounts. Jim Thompson, Jim Bonebright, Ron Hoftiezer or Dave Phinney, and Sheila will be attending the safety meeting in Mitchell on November 20-21. Rachel added the landlord information to all of the rental properties so that the landlords can receive a copy of delinquent letters if their tenants are delinquent.

Utility Assistance Connie Schroeder - McWhorter House Museum, Mike and Gina Ortmeier – Helping Hands and Bonnie Yearous – Hand in Hand Daycare were present to ask for utility assistance from October through March. Motion by Alderman Rangel, seconded by Alderman Hargens to table a decision until Bill Lewellen and Jim Bonebright can look at the rates with the Utility committee to see if the funds are available. All members voted aye. Motion carried.

Alliance for Aviation Across America Motion by Alderman Winsell, seconded by Alderman Rangel to have Mayor Blachford sign a petition to stop a general aviation “user fee”. All members voted aye. Motion carried.

One-way Traffic next to Elementary School Principal Tammy Caffee contacted Chief Speck regarding the traffic congestion at the elementary school. Some parents are driving the wrong way up the one-way street, and turning around to drop off their students. This is causing concern and congestion and they would like the one-way to start further south. Motion by Alderman Rangel, seconded by Alderman Zeller to end the one-way at the corner of East 4th Street and East 7th Avenue (between the Armory and the Catholic Church). All members voted aye. Motion carried.

City Finance Office Closures Motion by Alderman Rangel, seconded by Alderman Zeller to close the office November 7-8 and November 18-19 for software training. The phones will still be answered by another department and payments can be put in the drop box. All members voted aye. Motion carried.

Close Airport Enterprise Fund Motion by Alderwoman Hargens, seconded by Alderman Odegaard to dissolve the Airport Enterprise Fund and reestablish it as a part of the General Fund because it does not qualify as an Enterprise Fund. All members voted aye. Motion carried.

Ordinance #644 Motion by Alderman Rangel, seconded by Alderman Odegaard to approve the second reading of Ordinance #644, nuisances. Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Winsell – aye, Alderwoman Hargens – aye, Alderwoman Johnson – absent. Motion carried.

Ordinance #645 Motion by Alderwoman Hargens, seconded by Alderman Zeller to approve the second reading of Ordinance #645, water reconnection fees. Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Winsell – aye, Alderwoman Hargens – aye, Alderwoman Johnson – absent. Motion carried.

Ordinance #646 Motion by Alderman Odegaard, seconded by Alderman Winsell to approve the second reading of Ordinance #646, electric reconnection fees. Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Winsell – aye, Alderwoman Hargens – aye, Alderwoman Johnson – absent. Motion carried.

Ordinance #647 Motion by Alderman Zeller, seconded by Alderwoman Hargens to approve the second reading of Ordinance #647, electric deposits. Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – aye, Alderman Winsell – aye, Alderwoman Hargens – aye, Alderwoman Johnson – absent. Motion carried.

Motion by Alderman Zeller, seconded by Alderwoman Hargens to adjourn the meeting. All members voted aye. Motion carried. There being no further business, the meeting was adjourned at 8:06 p.m.

Sheila Coss, Finance Officer

Ronald Blachford, Mayor

LEGAL NOTICE OF RECEIPT

Copy of the official proceedings
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**CITY OF MILLER
CITY COUNCIL SPECIAL MEETING
OCTOBER 25, 2013**

The City Council met in special session at City Hall at 12:10 p.m. on Friday, October 25, 2013.

MEMBERS PRESENT: Mayor Ron Blachford, Aldermen Tony Rangel, Jim Odegaard, Tom Winsell, Alderwomen Mary Johnson and Kristin Hargens. Alderman Joe Zeller was absent.

CALL TO ORDER: Mayor Blachford called the meeting to order at 12:10 p.m.

The Pledge of Allegiance was said by all.

ADOPT AGENDA: Motion by Alderwoman Johnson, seconded by Alderwoman Hargens to approve the agenda. All members voted aye. Motion carried.

Board of Adjustments Motion by Alderman Odegaard, seconded by Alderman Winsell to adjourn as the Common Council and reconvene as the Board of Adjustments at 12:12. A second variance hearing was held for Brett Engelmann's garage to extend beyond the previously approved variance. Mayor Blachford reminded the council members that the variance decision must be made in the best interest of the tax payers.

Motion by Alderman Rangel, seconded by Alderman Winsell to approve the variance as stated due to past practice. Alderman Rangel stated that there will be a change in the variance procedures. Alderman Rangel – aye, Alderman Odegaard – aye, Alderman Zeller – absent, Alderwoman Johnson – aye, Alderman Winsell – aye, Alderwoman Hargens – aye. Alderman Johnson was concerned with visibility issues, Chief Speck did not think there would be a problem. There being no further discussion, motion carried.

Motion by Alderman Odegaard, seconded by Alderman Rangel to return to the Common Council at 12:28. All members voted aye. Motion carried.

Motion by Alderwoman Hargens, seconded by Alderwoman Johnson to approve the building permit for Brett Engelmann's garage based on the variance. All members voted aye. Motion carried.

Motion by Alderman Winsell, seconded by Alderwoman Hargens to adjourn the meeting. Motion carried. There being no further business, the meeting was adjourned at 12:30 p.m.

Ronald Blachford, Mayor

Sheila Coss, Finance Officer

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF FINANCE AND MANAGEMENT
OFFICE OF AIR, RAIL, AND TRANSIT
BECKER-HANSEN BUILDING
PIERRE, SOUTH DAKOTA
FOR
PROJECT NO. 3-46-0035-07-2013

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 STATE and the SPONSOR have entered into an Agency Agreement for the purpose of establishing, constructing, and maintaining an airport on a portion of Sections One (1) and Twelve (12), of Township One Hundred Twelve North (112N), Range Sixty-eight West (68W) of the Fifth Prime Meridian, Hand County, South Dakota, referred to in this Agreement as the "Airport".
- B. The SPONSOR requested financial assistance from the STATE for the development of the Airport.
- C. The SPONSOR acquired satisfactory title to the property on which the Airport will be located and indicated the SPONSOR'S desire to use the same for an Airport.
- D. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":

Design Engineering for Rehabilitation of Runway 15/33 and Apron, Extension of Taxiways, and a New Access Road.

- E. The total estimated cost of the Project is shown on the Engineer's Estimate, entitled "Summary of Project Costs," attached to this Agreement as Exhibit A.

NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Payment

Pursuant to and for the purposes of carrying out the provisions of SDCL 50-7-15, the STATE will share in the cost of the Project in the amount of **five percent (5%) of the total eligible Project costs, but in no event will the STATE'S TOTAL SHARE exceed the amount of Five Thousand Dollars (\$5,000.00)**. The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0035-07-2013. The STATE will pay the STATE'S share of the eligible Project costs from the STATE AERONAUTICS FUND. The STATE will make progress payments to the SPONSOR up to 90% of the STATE'S total share of eligible Project costs listed in this section. Once the STATE'S share of eligible Project costs have reached 90% of the approved STATE share listed in this section, the STATE will withhold the remaining 10% of eligible Project costs until the FAA has approved the Quality Closeout Report. The STATE will pay the remaining 10% of the STATE'S share of eligible Project costs to the SPONSOR upon notification of the FAA'S approval of the Quality Closeout Report.

Section 2. Termination

1. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
2. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:
 - (a) The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval and which under the procedures of this Agreement would have required the approval of the STATE.
 - (b) The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.
 - (c) The SPONSOR will be in default under any provision of this Agreement.

Section 3. SPONSOR Assurances

1. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.
2. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.
3. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.
4. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.
5. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

Section 4. Special Conditions

1. The special conditions contained in the Airport Improvement Program Grant for Project No. **3-46-0035-07-2013** are included in this Agreement by reference.
2. Eligible costs for this Agreement will be as indicated in the Airport Improvement Program Grant as determined by the Federal Aviation Administration.
3. 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.

4. 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.
5. The SPONSOR must submit any proposed change affecting the Project to the STATE in writing for the STATE'S approval prior to any change.
6. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties to this Agreement.
7. 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.
8. 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.
9. 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.
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 will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.
12. 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 of not less than \$10,000 and not more than \$100,000 for each such failure.

13. 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.
14. The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.
15. 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.
16. The effective date of this Agreement is **August 27, 2013**.

This Agreement has been executed by the STATE and the SPONSOR, acting by and through their duly authorized representatives.

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:

City Auditor/Clerk

(City Seal)

SUMMARY OF PROJECT COSTS		1.Proj. No. 3-46-0035-07-2013
3.Sponsors Name and Address CITY OF MILLER MILLER, SD		2.Grant No.
5.Official Name and Location of Airpc MILLER MUNICIPAL AIRPORT 120 WEST 2ND STREET MILLER, SD 57362-1316		Aero Comm Approved 08/27/2013
		6.MaxFed.Funds \$90,000.00
DESCRIPTION	LATEST REVISED TOTAL ESTIMATED COST	ACTUAL COST INCURRED TO DATE
I. LAND: NA	\$0.00	\$0.00
II. CONSTRUCTION: NA		
TOTAL CONSTRUCTION	\$0.00	
III. ENGINEERING - Helms & Associates		
A. Design	\$90,980.00	\$0.00
TOTAL ENGINEERING	\$90,980.00	\$0.00
IV. ADMINISTRATION	\$9,020.00	\$0.00
TOTAL PROJECT COST	\$100,000.00	\$0.00
FEDERAL SHARE-90%	\$90,000.00	\$0.00
STATE SHARE-5%	\$5,000.00	\$0.00
LOCAL SHARE-5%	\$5,000.00	\$0.00
7.CERTIFICATION:		
DATE:	PREPARED BY:	
SCOPE: Design Engineering for Rehabilitation of Runway 15/33 and Apron, Extension of Taxiways, and a New Access Road.		

Ordinance #648

AN ORDINANCE FOR THE PURPOSE OF AMENDING THE REVISED ORDINANCE OF THE CITY OF MILLER, SOUTH DAKOTA, NO. 622 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. 622, 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		
All kWh	.0587	
(Plus)		.0745
Debt Service Surcharge		
All kWh	.0158	
<u>Commercial Rate</u>		
\$5.00 per meter plus:		
Energy Charge		
All kWh	.0731	
(Plus)		.0969
Debt Service Surcharge		
All kWh	.0238	
<u>Large Power</u>		
\$8.00 per meter plus:		
Energy Charge		
All kWh	.0330	.0330
Plus		
Demand Charge		
All KW	9.72	
(Plus)		14.48
Debt Service Surcharge		
All KW	4.76	
<u>Municipal Electric</u>		
\$1.00 per meter plus:		
Energy Charge		
All kWh	.0831	
(Plus)		.1042

Debt Service Surcharge	.0211	
<u>Street Lighting</u>		
Energy Charge		
All kWh	.0294	
(Plus)		.0430
Debt Service Surcharge	.0136	
<u>Security Lights</u>		
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, 2014.

Ron Blachford, Mayor

ATTEST:

Finance Officer

Record of Votes:

Alderman Rangel
Alderman Odegaard
Alderman Winsell
Alderman Johnson
Alderman Zeller
Alderman Hargens

First Reading: November 4, 2013
Second Reading: November 18, 2013
Passed:
Publication: