

**BERESFORD CITY COUNCIL
REGULAR MEETING AGENDA
Monday, June 6, 2022 7:00 P.M.
Beresford City Council Chambers – 103 N. 3rd St.**

[1] – Pledge of Allegiance

[2] – Call to Order & Roll Call

[3] – Adopt Agenda

[4] – Approve Minutes – May 16 and May 23, 2022

[5] – Public Hearings

[6] – Visitors to be heard

[7] – Committee/Mayor Report

[8] – Department Head and City Administrator Reports

[9] – Old Business

[10] – New Business

- Resolution 2022-10 – Giving Approval To Certain Sewer Facilities Improvements; Giving Approval To The Issuance And Sale Of A Revenue Bond To Finance, Directly Or Indirectly, The Improvements To The Facilities; Approving The Form Of The Loan Agreement And The Revenue Bond And Pledging Project Revenues And Collateral To Secure The Payment Of The Revenue Bond; And Creating Special Funds And Accounts For The Administration Of Funds For Operation Of The System And Retirement Of The Revenue Bond And Providing For A Segregated Special Charge Or Surcharge For The Payment Of The Bonds.
- Resolution 2022-11 - Giving Approval To Certain Drinking Water Facilities Improvements; Giving Approval To The Issuance And Sale Of A Revenue Bond To Finance, Directly Or Indirectly, The Improvements To The Facilities; Approving The Form Of The Loan Agreement And The Revenue Bond And Pledging Project Revenues And Collateral To Secure The Payment Of The Revenue Bond; And Creating Special Funds And Accounts For The Administration Of Funds For Operation Of The System And Retirement Of The Revenue Bond And Providing For A Segregated Special Charge Or Surcharge For The Payment Of The Bonds.
- Agreement with Banner Associates, Inc. for professional services for Wastewater Treatment Facility Improvements
- Revision to SDML Workers Compensation Intergovernmental Contract and Coverage Document
- Seasonal Hires at Bridges Clubhouse/Event Center and Swimming Pool
- Review Quotes to paint exterior of Clubhouse/Event Center and Cart Shed
- 3-year appointment to library board

[11] – Discussion & Information Items

- Community Fireworks Display

[12] – Approval of Travel Requests

- Lewis and Clark Annual Meeting, Tea, June 23, Council
- Library Institute, June 10-17, Aberdeen, Crist
- SDML Budget Training, June 29, Sioux Falls, Zeimetz, Johnson
- SDML Elected Officials Workshop, July 13, Pierre, Mayor and Council

[13] – Payment of Bills

[14] – Adjournment

Welcome to your City Council Meeting

If you wish to participate in the discussion, the meeting provides several opportunities:

1. After the minutes are approved and public hearings are held, the mayor will ask if any visitors wish to be heard. Any item **NOT** on the agenda may be discussed. Items requiring action will then be placed on the next city council agenda for formal action.
2. During the discussion of agenda topics, anyone may comment if the Council is accepting public testimony. The mayor may recognize you if you raise your hand. Please state your name and address for the city minutes. Discussion occurs before motions are made and seconded. Discussion also occurs after the motion is seconded and before the vote.

If you would like to join the meeting via Zoom, please follow the instructions below.

Topic: City Council Meeting Monday, June 6, 2022

Time: June 6, 2022 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/5460780834?pwd=bittbHg1QjJ5SDYxaUF0b0VGZ3crQT09>

Meeting ID: 546 078 0834

Passcode: Beresford

One tap mobile

+12532158782,,5460780834#,,,,,0#,,140120663# US (Tacoma)

+13462487799,,5460780834#,,,,,0#,,140120663# US (Houston)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 546 078 0834

BERESFORD CITY COUNCIL
Monday, May 16, 2022

The Beresford City Council met in regular session in City Council Chambers at 7:00 p.m.

Members Present: Mayor Nathan Anderson, Troy Doeden (via Zoom), Will Roelke, Art Schott, Teresa Sveeggen, Mike Tiedeman

Absent: Troy Boone

Also Present: Elaine Johnson, Finance Officer; Jerry Zeimetz, City Administrator; Tom Frieberg, City Attorney; Librarian Jane Norling

Adopt Agenda: A motion was made by Tiedeman, second by Sveeggen, to adopt the amended agenda. All present Council members voted aye; motion carried.

Approve Minutes: Upon review of the May 2, 2022 meeting minutes, the following correction was made to the 15 MPH speed limit on Main Street: Discussion was held on the recent decision to reduce the speed limit from 25 to 15 MPH on Main St. between 8th St. and 13th St. Sveeggen made a motion to modify the previous Council action and keep the speed limit at 15 MPH *in the same locations where signs currently exist* but to remove the "When Children Present" signs and install a timer on the flashing light to indicate when the speed limit is to be enforced. The motion was seconded by Tiedeman and all present Council members voted aye; motion carried. A motion to approve the corrected minutes from May 2, 2022 was made by Tiedeman and seconded by Schott. All present Council members voted aye; motion carried.

Public Hearings

- Mayor Anderson opened the public hearing on request from Tri-State Ready Mix to rezone Lot 1 of Dolan Addition in the Southeast Quarter (SE1/4), Section 32, Township 96 North, Range 50 West of the 5th P.M. City of Beresford, Lincoln Co., South Dakota from Natural Resource Conservation District (NRC) to Light Industrial District (LI).

Zeimetz advised the council that the Planning and Zoning Commission had a hearing on May 2 and after the hearing recommended approval of the rezoning request.

There were no comments from the public.

The first reading of Ordinance 2022-02: An Ordinance Rezoning and Amending the Zoning Regulations for the City of Beresford, South Dakota was held and placed on file at City Hall.

- Mayor Anderson opened the public hearing regarding the issuance of Certificates of Participation for the proposed Ballfield Complex Project. Tom Grimmond of Colliers Securities presented information regarding the issuance of the Certificates. As no one was present for public discussion, a motion was made by Schott, second by Sveeggen, to adopt Resolution #2022-09: A Resolution Relating to the Issuance of Certificates of Participation and Authorizing the Execution and Delivery of a Ground Lease and Easement Agreement and a Lease-Purchase Agreement and Approving and Authorizing Execution of Related Documents. All present Council Members voted aye; motion carried.

Resolution 2022-09 (*published separate of minutes*)

Visitors to be Heard:

- Craig Christensen approached Council with a request to convert one of the tennis courts at the City Park into a pickleball court. Chris Hart and Larry Larson were also present to support this request. As the courts are currently in poor condition and no one is using them, Council agreed to research costs associated with resurfacing the courts. The Parks Committee will visit with Parks Supt. Greg Bates about this potential project.

- Eli Seeley and Bob James, representing the Beresford Community Ambulance Service, explained their request for assistance with funding of a Stryker Power Load System. The Finance Committee will meet with Finance Officer Johnson to determine if funds are available to assist with this purchase.

Department Head and City Administrator Reports

- Elaine Johnson, Finance Officer – April 2022 Financial Report: Johnson gave a brief overview of expenditures for April. Following review of the reports, Schott made a motion to approve the April financial reports. Sveeggen seconded the motion and all present Council members voted aye; motion carried.

Old Business

- **Pool Concession Stand:** A motion was made by Tiedeman, second by Sveeggen to enter into Executive Session at 7:55 p.m. to discuss contractual negotiations. All present Council members voted aye; motion carried. The mayor declared Council out of Executive Session at 8:15 p.m. A motion was made by Schott, second by Tiedeman, to allow David & Marsha Nelson family to operate the concession stand at the Beresford Pool for the 2022 season. All present Council members voted aye; motion carried. City Attorney Frieberg will draft a lease for this agreement.
- **On-Sale Liquor License Operating Agreement:** Options for the on-sale liquor license operating agreement with the City of Beresford were discussed. Sveeggen made a motion, second by Schott, to authorize the City to request sealed bids for the on-sale liquor license operating agreement with the City of Beresford. Sealed bids are due by 5:00 p.m. on Friday, July 15. All present Council members voted aye; motion carried.

New Business

- **Easement for Sanitary Sewer Lift:** Following explanation by City Attorney Frieberg, a motion was made by Schott to authorize the mayor to execute the easement for sanitary sewer lift station between TOPS Products, LLC and the City of Beresford. Roelke seconded the motion and all present Council members voted aye; motion carried.
- **2022 Street Sweeping Contract:** A motion was made by Schott and seconded by Sveeggen to approve the 2022 contract with the SDDOT for sweeping SD Hwy 46 at a rate of \$100/hour for approximately 50 hours. All present Council members voted aye; motion carried.
- **Seasonal/Part-Time Hires**
 - Upon recommendation from Librarian Jane Norling, a motion was made by Schott, second by Roelke, to hire Ella Merriman at \$9.95/hr. as seasonal help at the library. All present Council members voted aye; motion carried.
 - Schott made a motion to hire Nora Rasmussen, Lilly Hollingsworth and Hunter Penn as seasonal employees at the swimming pool for \$9.95/hr. All present Council members voted aye; motion carried.
 - Schott made a motion to hire seasonal employees Stanley Andersen at \$10.95/hr. for the Parks Dept. and Bill Sebern at \$28.22/hr. for the Street Dept. The motion was seconded by Sveeggen and all present Council members voted aye; motion carried.
 - Sveeggen made a motion, second by Tiedeman, to hire Kayla Bullis at \$9.95/hr. as a seasonal employee at the Bridges Clubhouse/Event Center. All present Council members voted aye; motion carried.
- **Step-Pay Increase:** A motion was made by Tiedeman, second by Sveeggen, to approve a step-pay increase for John Ganschow, BeresfordTel from \$20.57/hr. to \$21.19/hr., effective May 3, 2022. All present Council members voted aye; motion carried.
- **Resignations**
 - A motion to accept Aaron Mayer's resignation from BeresfordTel was made by Sveeggen and seconded by Tiedeman. All present Council members voted aye; motion carried.
 - Schott made a motion, second by Tiedeman, to accept Alison O'Connell's resignation as Finance Assistant at City Hall. All present Council members voted aye; motion carried.

- **Authorize Advertising**

- A motion was made to authorize advertising for an Internet/Telephone/CATV technician for BeresfordTel was made by Tiedeman, second by Sveeggen. All present Council members voted aye; motion carried.
- Sveeggen made a motion to authorize advertising for the Finance Assistant position at City Hall. The motion was seconded by Doeden and all present Council members voted aye; motion carried.
- **Part-Time Finance Asst:** A motion was made by Schott, second by Roelke, to approve hiring Alison O'Connell at \$20.61/hr. on as "as needed" basis until the position is filled. All present Council members voted aye; motion carried.
- **Library Board Appointment:** Tiedeman made a motion to appoint Natosha Schurch to the Library Board as recommended by Mayor Anderson. The motion was seconded by Roelke and all present Council members voted aye; motion carried.
- **City Council Special Meeting:** A motion was made by Schott, second by Tiedeman, to hold a special meeting at 4:30 p.m. on May 23 to review a rezoning ordinance. All present Council members voted aye; motion carried.

Discussion & Information Items: Councilman Schott requested the Pledge of Allegiance be recited at the beginning of Council meetings. All agreed to this proposal.

Travel Requests: A motion was made by Tiedeman to approve the following travel requests. The motion was seconded by Roelke and all present Council members voted aye; motion carried.

- State Library Board Meeting, Sturgis, May 18-20, Norling
- Firearms Instructor Training, Pierre, June 26 to July 1, Defries

Payment of Bills: A motion to pay the following bills was made by Doeden, second by Tiedeman. All present Council members voted aye; motion carried.

A-1 Portable Toilets, rental, \$140.00; Americlnn, lodging, \$154.00; Appeara, service, \$753.85; Badger Comm., resale/supplies, \$948.78; Baker & Taylor, books, \$511.58; Banner Assoc., ballfield planning, \$1375.43; Barnes & Noble, books, \$106.26; Beal Dist., beer, \$1456.21; Beresford Schools, copier, \$900.00; Border States Elec., pipe/pad transformers, \$19,426.64; C&C Magnet, advertising, \$450.00; Cengage Learning, books, \$80.77; CenturyLink, 911 circuit, \$104.86; Chesterman Co., resale, \$388.60; CHS, fuel, \$3000.11; City of SF Public Works, tipping fees, \$3946.05;

Core & Main, pipes/fittings, \$2031.13; Dakota Beverage, beer, \$1320.75; Dakota Data Shred, service, \$127.67; Ditch Witch, tools, \$7232.92; ECHO Group, resale, \$150.50; Express Comm., toll settlement, \$2014.37; Fiesta Foods, food, \$105.19; Frieberg, Nelson & Ask, retainer, \$1500.00; Heartland Payment Systems, CC fees, \$733.49; Heiman Fire Equip., inspection, \$1593.00; High Plains Tech., subscription, \$75.00; Interstate TRS Fund, TRS fund, \$387.94; Johnson Bros. Famous Brands, liquor, \$323.58; KCL Group Benefits, insurance, \$151.20; KVHT/KVTK, advertisement, \$50.00;

Joe Eberhard, service, \$691.23; Maxwell Food Equip., supplies, \$22.26; MidAmerican, natural gas, \$2201.54; Mid America Comp. Corp., billing fee, \$2599.43; Midwest Alarm, service, \$210.00; Midwest Tape, book, \$116.21; Mr. Golf Car, lease, \$6075.00; Nat'l Cable Television, affiliate fees, \$26,805.80; New Century Press, publishing, \$156.43; NY Life, insurance, \$108.00; Nexstar Broadcasting, affiliate fees, \$136.90; ODP Bus. Solutions, supplies, \$167.30; Olson's Pest Tech., service, \$217.00; Overdrive, books, \$213.39; Performance Foodservice, food, \$1997.07; Quill Corp., supplies, \$142.93;

Radiant Life Min., affiliate fees, \$112.10; Ben Reiter, mileage, \$37.44; Roo's Sanitation, disposal serv., \$5674.50; SD State Treasurer, telecom. relay service, \$57.80; SDN Comm., switches, \$11,769.52; Showtime Networks, affiliate fees, \$59.76; Siouxlinks Golf Mag., advertisement, \$600.00; Southern Glazers, liquor, \$111.14; Srixon, golf merchandise, \$345.25; SS Graphics, logo for trucks, \$285.00; Stuart C Irby Co., supplies, \$198.00; Sturdevant's Auto Parts, generator, \$588.58; Uline, supplies, \$504.07; USAC, school & libraries, \$1881.77; Verizon Wireless, cell phone, \$974.53;

Walker & Assoc., supplies, \$8301.14; Walt's Homestyle Foods, resale, \$191.00; Washington Nat'l Ins., insurance, \$84.30; Watertronics, repair, \$2225.71; Wholesale Supply Co., supplies/resale, \$645.00; Zimco, chemicals, \$2960.63.

Adjournment: Being no further business, Mayor Anderson adjourned the meeting at 8:39 p.m.

Elaine Johnson, Finance Officer
Recorded by Kathy Stuessi

BERESFORD CITY COUNCIL SPECIAL MEETING
Monday, May 23, 2022

The Beresford City Council met in special session in City Council Chambers at 4:30 p.m. The pledge of allegiance was recited.

Members Present: Mayor Nathan Anderson, Will Roelke, Art Schott, Teresa Sveeggen, and Mike Tiedeman

Absent: Troy Boone and Troy Doeden

Also Present: Elaine Johnson, Finance Officer; Jerry Zeimetz, City Administrator; Tom Frieberg, City Attorney

Adopt Agenda: A motion was made by Tiedeman, second by Schott, to adopt the amended agenda. All present Council members voted aye; motion carried.

Old Business

Ordinance 2022-02: A motion was made by Schott, second by Tiedeman, to approve the second reading and adoption of Ordinance 2022-02 - An Ordinance Rezoning and Amending the Zoning Regulations for the City of Beresford, South Dakota.

ORDINANCE NUMBER 2022-02
A ZONING AMENDMENT FOR THE CITY OF BERESFORD

AN ORDINANCE REZONING AND AMENDING THE ZONING REGULATIONS FOR THE CITY OF BERESFORD, SOUTH DAKOTA, BY REZONING FROM NATURAL RESOURCE CONSERVATION DISTRICT (NRC) TO LIGHT INDUSTRIAL DISTRICT (LI) THE FOLLOWING PROPERTY:

Lot 1 of Dolan Addition in the Southeast Quarter (SE1/4), Section 32, Township 96 North, Range 50 West of the 5th P.M. City of Beresford, Lincoln Co., South Dakota

That this Ordinance amends zoning regulations for the City of Beresford, South Dakota, with such regulation being set forth in the document titled Beresford Zoning Ordinance; provides restrictions, district boundaries and zoning map; provides for the administration, enforcement and amendment of this Ordinance; and repeals any other ordinance or parts thereof in conflict with this Ordinance.

Passed and adopted this 23rd day of May, 2022.

ATTEST:

Nathan Anderson, Mayor
City of Beresford

Elaine Johnson
Finance Officer

New Business

Grant Agreement: Schott made a motion, second by Sveeggen, to approve the grant agreement with the SDDANR for Wastewater Treatment Facilities Improvements in the amount of \$5,177,347.00. All present Council members voted aye; motion carried.

Seasonal Hires: A motion was made by Schott to hire Jaden Hollingsworth as seasonal employee in the Street Dept. at \$12.85/hour and Allison Hodman as a seasonal employee at the Bridges Clubhouse for \$9.95/hour. Sveeggen seconded the motion; all present Council members voted aye; motion carried.

Payment of Bills: A motion to pay the following bills was made by Tiedeman, second by Roelke. All present Council members voted aye; motion carried.

David or Marsha Nelson, concession stand incentive, \$275.00; Wellmark BC/BS of SD, health insurance, \$32,980.21; Wells Fargo, credit card charges, \$5137.29.

Adjournment: Being no further business, Mayor Anderson adjourned the meeting at 4:36 p.m.

Elaine Johnson, Finance Officer
Recorded by Kathy Stuessi

RESOLUTION NO. 2022-10

RESOLUTION GIVING APPROVAL TO CERTAIN SEWER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; or any system for the control of floods and drainage; or any combination thereof, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the City of Beresford (the “City”) currently operates a sewer system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; and for the control of floods and drainage and has determined that improvements to the sewer facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its sewer system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its sewer system for the purpose of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Clean Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this

Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“**Act**” means South Dakota Codified Laws Chapter 9-40.

“**Loan**” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“**Project**” means the City of Beresford Wastewater Collection and Treatment Improvements.

“**Revenue Bond**” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“**System**” means the City’s system of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes.

SECTION 2. Declaration of Necessity and Findings.

2.1.1. Declaration of Necessity. The City hereby determines and declares it is necessary to construct and finance improvements to its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-2, and the federal Clean Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$9,258,653 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby determines that because the Revenue Bond is issued in connection with a financing agreement

described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the "Loan Agreement"), the form of which is on file with the Finance Officer (the "Finance Officer") and open to public inspection, between the City as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$9,258,653 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the "Revenue Bond") shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal of, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and

reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond.

4.1. The City does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or 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 and shall be 110% of the debt service requirements on the Revenue Bond.

4.2. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.3. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due.

4.4. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

4.5. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement’s rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues

or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the sewer system account of the City and shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City of Beresford, South Dakota (collectively the "Rate Resolution"). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City's governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- (b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:
- (c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or
- (d) To be used for any other authorized municipal purpose designated by the Common Council.
- (e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal and interest on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in

Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at Beresford, South Dakota, this 6th day of June 2022.

APPROVED:

Nathan Anderson, Mayor

(SEAL)

Attest: _____
Elaine Johnson, Finance Officer

First reading: June 6, 2022
Published: June 16, 2022
Effective: July 6, 2022

RESOLUTION NO. 2022-11

RESOLUTION GIVING APPROVAL TO CERTAIN DRINKING WATER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system of waterworks for the purpose of providing water and water supply for domestic, municipal, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the City of Beresford (the “City”) currently operates a water distribution system to supply municipal, industrial and domestic water to its inhabitants and has determined that improvements to the drinking water facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its drinking water system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its system of waterworks for the purpose of providing water and water supply for domestic, municipal, and industrial purposes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Drinking Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“**Act**” means South Dakota Codified Laws Chapter 9-40.

“**Loan**” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“**Project**” means the City of Beresford Seventh Street Utility Project.

“**Revenue Bond**” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“**System**” means the City’s system of waterworks used for the purpose of providing water and water supply for domestic, municipal, and industrial purposes.

SECTION 2. Declaration of Necessity and Findings.

2.1. Declaration of Necessity. The City hereby declares and determines it is necessary to construct and finance improvements to its drinking water facilities within its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants, and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-3A, and the federal Safe Drinking Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, that only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$672,000 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby

determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the "Loan Agreement"), the form of which is on file with the City Finance Officer (the "Finance Officer") and open to public inspection, between the City as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$672,000 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the "Revenue Bond") shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce

these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond. The City does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or 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 and shall be 110% of the debt service requirements on the Revenue Bond.

4.1. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.2. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal, interest and Administrative Surcharge on the Revenue Bond when due.

4.3. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

4.4. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement’s rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the

issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the water system account of the City and shall be used solely for the following respective purposes until payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City of Beresford, South Dakota (collectively the "Rate Resolution"). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City's governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the City Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- (b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:
- (c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or
- (d) To be used for any other authorized municipal purpose designated by the Common Council.
- (e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project

are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Project Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at Beresford, South Dakota, this 6th day of June 2022.

APPROVED:

Nathan Anderson, Mayor

(SEAL)

Attest: _____
Elaine Johnson, Finance Officer

Adopted: June 6, 2022
Published: June 16, 2022
Effective: July 6, 2022

jerry@bmtc.net

From: Pat Carey <patc@bannerassociates.com>
Sent: Thursday, May 19, 2022 11:57 AM
To: Jerry Zeimet - City of Beresford (jerry@bmtc.net); Thomas Frieberg
Cc: Tanya Miller
Subject: Banner Contract for Wastewater Treatment Facility Improvements
Attachments: Beresford WWTF improvements-engineering agreement.pdf

Jerry & Tom:

Attached is Banner's contract for improvements to the Wastewater Treatment Facility that were recently funded through grants and loans with DANR. - *Sent via Seperate E-mail do to large file*

Please review and if appropriate, provide to the City Council for review and approval at their June 6 meeting.

I will be out of town at that time, but please let us know if you would like someone from Banner to attend the meeting.

Thank you for the opportunity to continue our work with the City of Beresford on this very important project.

We plan to provide separate engineering agreements for work on Seventh Street and the various sewer lining and replacement work when you are ready to proceed with those projects.

Please let me know if you have any questions or need anything further.

Best Regards,

Pat Carey, PE (SD,MN) | Civil Dept. Head

[cid:image001.png@01D86B77.833DDF20]<<https://bannerassociates.com/>>

Banner Associates, Inc.

409 22nd Avenue South, Brookings, South Dakota 57006

Tel | 605.692.6342 Toll Free | 1.855.323.6342

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*INSURANCE BENEFITS, INC. – FUND ADMINISTRATOR
4901 S. Isabel Place #210, Sioux Falls, SD 57108
Telephone: 800-233-9073 Fax: 605-275-6193
info@sdmlwcfund.com www.sdmlwcfund.com*

May 24, 2022

Dear SDML Work Comp Fund Member:

You are receiving this mailing because the SDML Workers' Compensation Fund provides the workers' compensation coverage for your entity.

While reviewing the Fund's excess reinsurance coverage, it was discovered that there is a discrepancy in coverage for employees or covered volunteers that travel to certain foreign countries. As a result, the INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND had to be revised to reflect the same coverage provided by the excess reinsurance carrier. The revision is the addition of Section 7 and Section 8 of ARTICLE V COVERAGE located on page 4 and 5 of the enclosed INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND.

Please sign and return the signature page of the INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND to the Fund Administrator, Insurance Benefits, Inc. in the enclosed self-addressed envelope or email it to info@sdmlwcfund.com.

If you have any questions, please feel free to contact the Fund Administrator, Insurance Benefits, Inc. at 800-233-9073 or info@sdmlwcfund.com. Thank you for allowing us to serve you and have a good day.

Sincerely,

Brad Wilson

Brad Wilson, Administrator, CIC, AIC, SDWCS
SDML Workers' Compensation Fund

INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND

THIS AGREEMENT, is made and entered into by the undersigned who, upon execution of this Agreement, will be contractually bound with all other signatories and other Members who have entered into similar agreements creating and becoming Members of the Fund herein created.

WHEREAS, the acts of the State of South Dakota authorizes and/or permits various governmental authorities to contract;

WHEREAS, the undersigned desires along with other such public agencies, to form or join a pool arrangement to be known as the SDML Workers' Compensation Fund;

WHEREAS, the undersigned executes this document for purposes of joining, by virtue of an intergovernmental contract, the pool arrangement known as the SDML Workers' Compensation Fund;

NOW, THEREFORE, the undersigned executes this agreement in consideration of and in conjunction with other governmental authorities executing this agreement for the purpose of joining a pool arrangement known as the SDML Workers' Compensation Fund. The undersigned agrees to abide by the terms and conditions of this contract and all actions taken pursuant to this contract. In consideration of the mutual covenants of all signatories to this intergovernmental contract it is agreed as follows:

ARTICLE I NAME

The pool created by this agreement shall be known as the SDML Workers' Compensation Fund, hereinafter referred to as "Fund."

The signatories hereto, together with past and future signatories, establish a contractual pool arrangement for the purposes of effectuating this agreement; this pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of this agreement and the bylaws of the Fund.

ARTICLE II PURPOSE

The purpose of this agreement is to enter into an intergovernmental contract to form a pool arrangement to provide for joint and cooperative action by Members for the purpose of providing workers compensation coverage to the Members and the Members' employees, and to defend and protect in accordance with this agreement, any Member of the Fund against liability as

outlined in this agreement. This agreement and the activities hereunder shall not constitute doing an insurance business, nor the formation of a separate legal entity. Nothing contained herein is intended or should be construed to create an entity of any kind. This agreement is intended to create a contractual relationship and agreement between the signatories and all current and future Members of the Fund which shall now or at any time enter into this agreement and become Members of the Fund.

This agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually. Furthermore, nothing contained herein shall be construed so as to create responsibility in one Member for the liabilities of any other Member.

ARTICLE III MEMBERS COSTS

Fund Members' annual cost of membership will be based on contributions individually estimated on the basis of the payroll of the Member as provided by the Member. Yearly, at the anniversary of the contract, an audit will be conducted to determine actual payrolls and the audited and final contribution amount for each Member.

Rates approved by the Fund will be used to determine standard contributions for each Member. In the initial year, each Member's experience modification will be used as established by the NCCI (National Council of Compensation Insurance). If none has been promulgated, the Fund or its agent will provide an experience modifier.

ARTICLE IV MEMBERS, TERMS, WITHDRAWAL, TERMINATION

Membership in the Fund will be limited to public agencies, as defined by SDCL 1-24-1(1), or any joint power agreement or separate entities consisting entirely of public agencies which meet that definition. Membership in the Fund is subject to the approval of the Fund Board of Trustees.

The minimum term of membership shall be one (1) year. A Member may withdraw its membership for any year thereafter upon the giving of not less than sixty (60) days written notice, prior to the beginning of the new plan year, to the Fund or its agent(s). If a Member withdraws without the required sixty (60) day written notice prior to the end of the plan year, a sixty (60) day short rate penalty may be applied.

A Member may be terminated from the Fund under the rules set forth in the bylaws for reasons which include, but are not limited to, the following:

1. Failure to make the required contributions on the date when due or within the

period of time allowed by the Fund for payment thereof.

2. Failure to meet other requirements as they may be found for continued participation in the Fund to preserve the stability and strength of the Fund including participation and programs or efforts designed to reduce losses or adjust claims, consistent with this fund agreement and the bylaws of the Fund.

By accepting membership in the Fund, the Member agrees that it may be sued by the Fund in any court having jurisdiction over the Fund and/or the Member for any contributions, charges, penalties or other monies that are not paid to the Fund on the due date thereof, including reasonable attorney fees and other related litigation expense in the collection of the same.

ARTICLE V COVERAGE

In consideration of payment of the Members' contributions as described by this agreement, the Fund agrees to the following:

1. Coverage. The Fund will promptly pay when due all compensation and other benefits required of the Member by South Dakota Workers' Compensation Law, as such law may be amended from time to time, and any such amounts or benefits due on the basis of Employers Liability.

2. Defense, Settlement, and Supplementary Payments. As respect to the coverage afforded by the terms of this agreement, the Fund shall:

a. defend any proceeding against the Member seeking such benefits and any suit against the Member alleging such injury and seeking damages on account thereof, even though such suit, proceeding, allegation, or demand may be groundless, false or fraudulent, but the Fund shall make such investigation, negotiation, and settlement of any claim or suit as it deems appropriate.

b. pay all expenses incurred by the Member or the Fund, all costs assessed against the Member or Fund in any such proceeding or suit and all interest occurring after entry of judgment until the Member or Fund has paid or tendered or deposited in Court such part of a judgment as does not exceed the limit of the Fund's liability thereon.

3. Applicability of Coverage. Benefits under this agreement apply only to injuries occurring during a period in which the employer is a Member of the Fund. Coverage will not be provided for entities located outside of South Dakota. Those Members who are hiring employees outside the State of South Dakota may be offered coverage with prior approval of the Fund. Member employees traveling outside the State of South Dakota at the direction of the Member will be covered.

4. Conditions. If any changes in classification, rates or rating plans is or becomes applicable to the coverage under any law regulating this coverage or because of any amendments affecting the benefits provided by South Dakota Workers' Compensation Law, such coverage and changes shall be stated in an effective date thereof.

5. Payroll Records. Each Member shall maintain records of the information necessary for contribution computation and shall send copies of such records to the Fund at the end of the benefit period, or at such time during the benefit period as the Fund may direct.

6. Other Insurance. The Fund will not pay more than its share of damages and costs covered by this coverage and other insurance or self insurance. Subject to limits of liability that apply, all shares will be equal until the loss is paid. If any coverage, insurance or self insurance is exhausted, the shares of all remaining coverage, insurance and self insurance will be equal until the loss is paid.

7. Scope of Coverage for Foreign Voluntary Workers' Compensation and Employers' Liability For Traveling Employees.

A. The coverage afforded by this Agreement also applies to Employees as defined in Article V Section 8 of this Agreement, who are traveling for work at locations within the following county or countries:

anywhere in the world outside the United States or United States possessions and territories, except Countries or areas of Countries that are assigned a Travel Advisory Ranking at the time of travel that is either Level 3: Reconsider Travel or Level 4: Do Not Travel as shown on the Travel.State.Gov website of the US Department of State - Bureau of Consular Affairs.

B. Benefits payable for Employees as defined in Article V Section 7 and Section 8 of this Agreement are the same as those that would be payable if the Employees in question were subject to the Worker's Compensation Law of the State of South Dakota.

8. Employees Covered

A. It is agreed that the coverage afforded by this Agreement applies to those Employees of the MEMBER who are traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of this Agreement.

B. With respect to any such Employee traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of this Agreement, the coverage afforded by this Agreement shall apply in the same manner as if said Employee was performing work within the United States of America and subject to the Worker's Compensation Law of the State of South Dakota.

C. The coverage afforded by this Agreement shall only apply to persons who are citizens or residents of the United States of America and are temporarily within the country or countries stated in Article V Section 7 Sub-Section A of this Agreement.

All other terms, conditions, agreements and stipulation remain unchanged.

ARTICLE VI MEMBERS' OBLIGATIONS

Each Member agrees to be bound by all the terms, conditions and requirements of the bylaws of the Fund, as amended from time to time, and as provided to the Member upon application and acceptance of membership by the Fund, and to abide by the rules and regulations promulgated by the Fund for the administration of the Fund, which shall include, but are not limited to, the following:

1. Each Member agrees to initiate and maintain a safety program to give its employees safe and sanitary working conditions and agrees to follow the general recommendations of the Fund, its loss control administrator and/or agents to promote the general welfare of its employees. Each Member, however, shall remain solely responsible for all decisions concerning its safety program and practices and is independently charged with relying or not relying upon the evaluations and recommendations made by the Fund and/or its agents and is solely responsible for the final decision concerning its safety programs and practices.
2. When an injury to an employee covered by this agreement occurs, the Member shall immediately complete an Employer's First Report of Injury Form (DOL-LM-101) (most recent version) as issued by the South Dakota Department of Labor, Division of Labor and Management, and file the original with the appointed agent of the Fund who is to handle claims administration, or any other agent as appointed by the Fund.
3. If a claim is made or suit, or other proceeding is brought against the Member, the Member shall immediately forward to the Fund or its appointed agent every demand, notice, summons or other process received.
4. The Member shall cooperate with the Fund and its appointed agents and upon request shall attend hearings and trials and shall assist in effecting settlements, the securing and giving of evidence, obtaining the attendance of witnesses and shall otherwise cooperate as determined to be necessary by the Fund in the conduct of suits, hearings or proceedings.

5. The Members shall not, except at its own costs which shall not be reimbursed by the Fund, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by South Dakota Workers' Compensation Law.
6. Each Member shall make prompt payment of all contributions and payments as required under this agreement.
7. Each Member does hereby appoint the Fund, its Board of Trustees and any of its duly authorized and appointed agents as agent and attorney-in-fact to act on the Members behalf to file reports and pay expenses and all other things required or necessary insofar as they affect the Members liability under South Dakota Workers' Compensation Law or such Members obligation under the rules, regulations and orders of the South Dakota Department of Labor.
8. Each Member agrees that in the event of the payment of any loss by the Fund under this agreement, the Fund shall subrogate to the extent of such payment to all rights of the Member against any person or other entity legally responsible for damages of or on said losses, and in such event, the Member hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery by the Fund under such right.
9. The trustees of the Fund, or their duly appointed and authorized agents, servants, employees or attorneys shall be permitted at all reasonable times to inspect the Members' work place, plants, works, machinery and appliances covered by this agreement and shall be permitted following the termination of membership to examine Members' books, vouchers, contracts, documents and records which show or tend to show or verify contributions which are payable or were paid to the Fund on any claim as it may appear to be due. Following membership termination, the Member agrees to cooperate in good faith and comply fully with the terms of this agreement as they relate to any and all liabilities still existing, or possibly still existing as determined by the Fund, under the agreement between the Fund and the Member. All rights and authorities herein granted the Fund and obligations of the Member herein shall continue and survive the termination of membership of the Member as long as any liability or possibility of liability exists, as determined by the Fund, under this agreement.

ARTICLE VII MISCELLANEOUS

1. Should any section, provision or portion of this agreement be held or found unenforceable or invalid for any reason, the remaining sections, provisions and portions shall be unaffected by such holding or finding and shall remain in full force and effect.

2. This agreement contains the entire agreement between the parties with respect to the issues and coverages addressed herein, and no statement, promise, or inducement made by any signing party or agent of any signing party that is not contained in this agreement shall be valid or binding; all oral understandings between the parties are hereby merged into this agreement, and this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed thereon.

3. Provided the Fund performs all of its obligations under this agreement, the Member agrees to defend, indemnify and hold the Fund, its Trustees and agents harmless from any and all liabilities, losses or damages that the Member may suffer by reason of this agreement, provided however, that the acts of the Fund, its Trustees and agents must be conducted in a good faith manner and in a manner reasonably believed to be in the best interests of the Fund and the individual Member.

4. The acceptance of a late contribution by the Fund or the acquiescence either through action or inaction of the Fund in any default or failure to comply with this agreement or the bylaws of the Fund by the Member shall not be a waiver of the right of the Fund to insist upon timely contributions and compliance with the other provisions of the bylaws of the Fund or this agreement in the event of any subsequent breach of this agreement or the bylaws of the Fund by the Member.

5. It is contemplated by the Fund and the Member that this agreement may be executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

**ARTICLE VIII
NOTICE**

Any notice required by this agreement shall be sufficient if delivered personally or given by depositing the same in a United States Post Office Box in a sealed, prepaid envelope, addressed to the person to be notified at his last address as the same appears in the records of the Fund, or any mail notice shall be deemed to have been given on the date of mailing, provided, that any notice that is mailed pursuant to a termination or cancellation of any right or obligation under this agreement shall be considered mailed on the date of mailing if said item is mailed by certified mail.

**ARTICLE IX
EFFECTIVE DATE AND TIME**

The Fund shall operate on a fiscal year from 12:01 am January 1st to 12:01 am January 1st of the next year.

IN WITNESS WHEREOF, the parties hereto have entered into this intergovernmental contract and coverage document for the SDML Workers' Compensation Fund by the execution of the signatures below and acknowledge that they have and are authorized to enter into the same.

Dated _____, 2022

Name of Public Agency:

Authorized Signature: _____

Title: _____

Dated May 24, 2022

SDML Workers' Compensation Fund

By: *Brad Wilson*
Its: Administrator

jerry@bmtc.net

From: alison@bmtc.net
Sent: Wednesday, May 25, 2022 8:47 AM
To: jerry@bmtc.net; Elaine Johnson
Cc: Ben Reiter
Subject: Hires for Council Agenda 6/6/2022

Jerry,
Please add the individuals below as rehires for the Bridges this season:

- Abigail Wiebers \$9.95/hr.
- Amber Sorenseon \$9.95/hr.

Thanks!

Alison O'Connell

City of Beresford / Finance Assistant

101 N 3rd St. Beresford, SD 57004

605-763-2008

alison@bmtc.net

Swimming Pool

Mia Bak - Lifeguard. \$12.50/HR

San L. Nagaard

Bersted Golf + Event Center ^{Painting} 5-31-22

Proposal

Estimate to clean + paint
main building + cart shed. Both
buildings need two coats. Both
maximum longevity. I also would
like to change color to really
make it pop. A mid-tone brownish
area would really set it off.
Labor + Materials:

Thanks,

\$1,500

P.S. I have a million dollar
liability policy. I have a full season but
would like to do this ahead of it.

- [My Proposals](#)
- [My Invoices](#)
- [Request Appointment](#)
- [Visit Website](#)
- [Reviews](#)

[Insurance](#)

[Warranty](#)

[Misc Document](#)



605 Painting
 46960 100th St., Tea South Dakota
 57064
 (605) 777-3536

Proposal

PENDING

Contact Ben Reiter 601 S. 7th Street, Beresford SD 57004 info@beresfordbridges.com (605) 201-4240	Job Address 601 S. 7th Street, Beresford SD 57004	Proposal # 77036	Date 6/1/2022
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Item	\$
Exterior Painting	\$8,044.65

Preparation:

- Pressure Wash Exterior
- Scrape & sand to remove loose or peeling paint
- Spot prime bare surfaces (where needed)
- Removing failing caulk & installing new (where needed)

Areas of Application: (Y = Yes & N = NO) (If left blank we are not painting)

- Fascia: Yes.
- Soffit: Yes.
- Foundation: Yes.
- Wooden window trim: Y.
- Wooden corner boards: Y.
- Shutters: N.
- Gutters & downspouts: N.
- Garage Overhead Door(s): N.
- Service Door(s): N.
- Detached garage: N.
- Shed: N.
- Egress window: N.

Brand of Paint:

- Sherwin-Williams

Product:

- Super Paint

Sheen:

- Satin

Estimated number of gallons:

- 25-29 gallons

Extra Information:

- We will be painting the building with one color.

Estimated Start Date:

- June-July.

- [My Proposals](#)
- [My Invoices](#)
- [Request Appointment](#)
- [Visit Website](#)
- [Reviews](#)

- [Insurance](#)
- [Warranty](#)
- [Misc Document](#)



This quote does not include:

- Anything that is not listed above. Please double check and make sure we listed everything to your satisfaction.

**Any unforeseen damages or repairs will be an additional charge unless otherwise stated.*

Optional Add-On - **Not Included in Proposal**

Add

Exterior Painting

\$2,022.89

Preparation:

- Pressure Wash Exterior
- Scrape & sand to remove loose or peeling paint
- Spot prime bare surfaces (where needed)
- Removing failing caulk & installing new (where needed)

Areas of Application:

- This is the additional price to include the cart shed building.

Brand of Paint:

- Sherwin-Williams

Product:

- Super Paint

Sheen:

- Satin

Estimated number of gallons:

- 13-17

This quote does not include:

- Anything that is not listed above. Please double check and make sure we listed everything to your satisfaction.

**Any unforeseen damages or repairs will be an additional charge unless otherwise stated.*

Subtotal	\$8,044.65
Tax	\$164.19
Total	\$8,208.84
Deposit Required	\$500.00
<hr/>	
Credit Card Processing Fee	\$14.50
Amount Due Today	\$514.50

The Fine Print

We propose hereby to furnish material and labor - complete in accordance with above specifications.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. Client has a (3) day right to cancel without loss of deposit.



TO: Lewis & Clark Members
FROM: Lori Seten, Business Manager
RE: Annual Membership Meeting

Thirty-second Annual Membership Meeting

The Board of Directors of the Lewis & Clark Regional Water System has set Thursday, June 23, 2022, as the date for the Thirty-second Annual Membership Meeting. The Official Notice is enclosed.

The schedule of events for the evening is as follows:

Social Hour ~ 4:30 pm.

Banquet Meal followed by Annual Meeting ~ 5:30 pm.

According to the By-Laws each member's delegate shall be represented by the Director of such member or, if that person is unavailable, the alternate shall be the Mayor of the municipality or city or the President/Chairman of the rural water system. If you would like to select a different delegate/alternate, please fill out the enclosed form and return to the Lewis & Clark office by June 17.

Official Notice

Annual Membership Meeting

In accordance with Article III, Section I of the Lewis and Clark Rural Water System, Inc. By-laws, notice is hereby given of the Thirty-second Annual Membership Meeting.

The Meeting will be held at 5:30 pm on Thursday, the Twenty-third of June, the year Two Thousand Twenty-two. It will be held in the Tea Events Hall, 205 S. Main St, Tea, South Dakota.

The order of business shall be as printed on the attached agenda, along with any such other business as may come before the meeting.

You are cordially invited to attend.



Todd Uhl, Secretary

May 25, 2022
Date

By default a member's delegate is their director on the Lewis & Clark Board and the alternate is their Mayor or Board Chairman. If you want to select a different delegate and/or alternate, please fill out this form and return to the Lewis & Clark office by June 17. No need to return this form if you are utilizing your default representation.

Member System: _____

Delegate: _____

Alternate: _____

I hereby certify the above persons were duly authorized at a meeting of our governing body on _____, 2022.

Authorized Signature

Date



Lewis & Clark Regional Water System
Annual Membership Meeting

Tentative Agenda

1. Call to Order ~ Chairman Murray Hulstein
2. Introductions ~ Troy Larson
3. Proof of Mailing & Report of Quorum ~ Secretary Todd Uhl
4. Minutes of June 24, 2021 Annual Membership Meeting ~ Secretary Uhl
5. Annual Audit Report – Quam, Berglin & Post
6. Chairman’s Report – Chairman Hulstein
7. Executive Director Report – Troy Larson
8. Other Business
9. Adjournment

City of Beresford Travel Voucher

Name: Annie Crist

1. Destination & Location of Event: Northern State - Aberdeen

2. Reason for travel: Library Institute
(Meeting Agenda, Training Schedule or other supporting documentation must be attached.)

3. Place of departure: Beresford

4. Departure time & date: June 10th -

5. Arrival time & date: _____

6. Cost of Lodging: NSU Dorm 121.45

Departure from destination:

7. Departure time & date: June 17th

8. Arrival time & date: Beresford 5pm

Transportation:

Personal Vehicle:

Mileage claimed: _____
(Mileage reimbursement will be paid at the IRS Federal rate.)

City Owned Vehicle:

Commercial Transportation:

Cost of commercial transportation: _____

Meals claimed: 5 breakfasts, 4 lunches, 3 suppers \$128.41
(Meals will be reimbursed at the state rate if not provided by the event host.)

Signature: Annie Crist Date: 5/16/22

My signature certifies that expenses incurred for travel and the above statements are true and accurate to the best of my knowledge.

Approving Signature for Travel: _____

Finance Officer Signature: Glaine Johnson

SOUTH DAKOTA MUNICIPAL LEAGUE

Budget Training Municipal Budgets – Dollars and \$ense

This one-day training provides elected officials and finance officers with the tools they need to create and maintain the annual municipal budget. Attendees will learn about available resources, preparation, and timelines for completion of the budget, on-going monitoring, contingency transfer and supplemental appropriation.

REGISTER ONLINE
www.sdmunicipalleague.org/events

Registration Fee | \$30

Registration/refund deadline: June 9

Two Opportunities

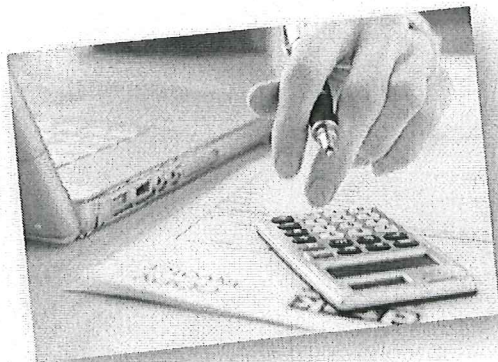
- June 22, 2022 | Rapid City Rushmore Plaza Holiday Inn
- June 29, 2022 | Sioux Falls Ramkota Hotel

Agenda (local time)

Check-in: 9:30 a.m.

Training 10 a.m.-2 p.m.; lunch provided

- Budget and Appropriations - Who is responsible? Why is it important?
- Budget Resources - Where can I find help?
- Budget Timeline - When do I have to start and finish?
- Budget vs. Cash - What is the difference?
- Budget Preparation - Details
- Adoption of Appropriation Ordinance - Reading, Passage, and Publication
- Budget Execution - Set-up in Accounting System, Maximum Authorization to Spend, Monitoring, Increasing, Year-end
- Future Budgets - Indicators, Flow, Reserves



Presenter

Rod Fortin, Director of Local Government Assistance, Department of Legislative Audit, has audited and provided financial and compliance assistance to cities, counties, schools, and other local governments for over 20 years.

elaine@bmtc.net

From: Lisa Nold <lisa@sdmunicipalleague.org>
Sent: Thursday, May 19, 2022 11:46 AM
To: Lisa Nold
Cc: Sara Rankin
Subject: 2022 Elected Officials Workshop

Hello, The 2022 Elected Officials Workshop will be held in Pierre on July 13, 2022. This one-day training is packed with sessions that will be valuable to newly elected officials as well as those that have previously been in office. The purpose of this workshop is to provide a basic crash course on local government.

Registration fee includes lunch and the *SDML Handbook for Municipal Officials* (\$60 value).
Please Register Online [Here](#) by July 1, 2021.

We hope to see you there!

Lisa Nold

SOUTH DAKOTA MUNICIPAL LEAGUE

Office Manager

lisa@sdmunicipalleague.org

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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SOUTH DAKOTA MUNICIPAL LEAGUE

2022 Elected Officials Workshop

Wednesday, July 13, 2022

Ramkota Hotel and Conference Center, Pierre, SD

- 9:00 a.m. **Registration** – *outside Gallery A*
- 9:30 a.m. **Welcome and Introduction to the League** – *Gallery A*
Yvonne Taylor, Executive Director, SDML
- 9:35 a.m. **SDPAA – Protecting Public Entities Since 1987**
Lynn Bren, Director of Member Services, SD Public Assurance Alliance
- 10:00 a.m. **Meet the SDML Work Comp Fund**
Brad Wilson, CIC, AIC, SDWCS, Administrator, SDML Work Comp Fund
- 10:20 a.m. **Municipal Officials and Employees**
Laurie Gronlund, Director of Human Resources, City of Pierre
- 11:00 a.m. **Bids and Contracts**
Rod Fortin, Director of Local Government Assistance, South Dakota Department of Legislative Audit
- 11:45 a.m. **Lunch** (plated lunch provided) – *Gallery A*
- 12:30 p.m. **Financial and Compliance Matters**
Rod Fortin, Director of Local Government Assistance, South Dakota Department of Legislative Audit
- 2:00 p.m. **Open Meetings and Executive Sessions - Do's and Don'ts**
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:00 p.m. **Conflict of Interest for Municipal Officials**
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:30 p.m. **Adjourn**

Register Online
[SDMUNICIPALLEAGUE.ORG/
EVENTS](https://sdmunicipalleague.org/events)

Open to all elected officials.
Provides a basic cash-course
on local government.

Registration Fee | \$50
Includes *SDML Handbook for
Municipal Officials* (\$60 value)
Register by July 1, 2022