

**BERESFORD CITY COUNCIL
REGULAR MEETING AGENDA
Monday, November 6, 2023, 5:30 P.M.
Beresford City Council Chambers – 103 N. 3rd St.**

[1] – Pledge of Allegiance

[2] – Call to Order & Roll Call

[3] – Adopt Agenda

[4] – Executive Session - personnel

[5] – Approve Minutes – October 16 and October 30, 2023

[6] – Public Hearings – 7:00 pm – Transfer application for retail (on-off sale) malt beverage & SD farm wine and retail (on-off sale) wine and cider for Dollar General Store, 806 W. Cedar St.

[7] – Visitors to be heard.

- Bridget Twedt – Beresford High School Ag Issues Presentation

[8] – Committee/Mayor Report

[9] – Department Head and City Administrator Reports

[10] – Old Business

[11] – New Business

- Nomination for City Council President
- City Council Committee Assignments
- 2024 On-Off Sale Liquor License Renewals
- Pay Request #4 to Parkway Construction for Beresford Ballfield Addition
- Engineering agreement with Banner Associates for Sewer Replacement and Lining Project
- Consider First Reading of Ordinance #2023-07 – 2024 Appropriation Ordinance

[12] – Discussion & Information Items

[13] – Approval of Travel Requests

[14] – Payment of Bills

[15] – 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: Beresford City Council Meeting

Time: November 6, 2023, 05:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/5460780834?pwd=bittbHg1QjJ5SDYxaUFOb0VGZ3crQT09>

Meeting ID: 8410157004

Passcode: Beresford

Dial by your location

+1-253-205-0468 US

BERESFORD CITY COUNCIL
Monday, October 16, 2023

The Beresford City Council met in regular session at 7:00 p.m. in City Council Chambers; the Pledge of Allegiance was recited.

Members Present: Council Vice President Mike Tiedeman presiding, Troy Boone, Will Roelke, Art Schott, Eli Seeley

Members Absent: Mayor Nathan Anderson

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

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

Appointment of Ward 3 Councilperson: As recommended by Mayor Anderson, a motion was made by Schott, second by Seeley, to approve the appointment of Larry Rohrer to fill the vacant Ward III Council position, term to expire May, 2024. All present Council Members voted aye; motion carried. City Attorney Frieberg administered the Oath of Office.

Approve Minutes: A motion was made by Seeley, second by Roelke, to approve the meeting minutes from October 2, 2023. All present Council members voted aye; motion carried.

Public Hearings: As no one was present for public discussion, a motion was made by Schott to approve issuance of a Retail Malt Beverage (On-Off Sale) and SD Wine License to Kava Rose, 105 N. 3rd Street. The motion was seconded by Seeley and all present Council members voted aye; motion carried.

Department Head and City Administrator Reports:

Elaine Johnson – Finance Officer: Johnson highlighted some expenditures and receipts from the September, 2023 financial report. Schott made a motion to accept the September, 2023 financial report. Boone seconded the motion and all present Council members voted aye; motion carried.

Old Business:

Storage Building Quotes: Only one quote had been received at the time of the meeting for the proposed storage building at the new ballfield at Grace V. Nelson Park. Boone made a motion, second by Roelke, to table action on the storage building for a future meeting. All present Council members voted aye; motion passed.

Update on New Ballfields: City Administrator Zeimetz gave an update on the construction of the new ballfields at Grace V. Nelson Park. They are nearly complete, with only a few items that will need to be done in the spring.

Request for Utility Easement Compensation: City Attorney Frieberg informed Council that the signed easement agreement with Mr. Melvin Gabel has been located.

Union Negotiations: Council will tentatively meet on Monday, November 6, 2023, at 5:30 p.m. with the International Brotherhood of Electrical Workers (IBEW) to begin negotiations for the 2024 union contract.

New Business

Public Hearing: Boone made a motion, second by Schott, to set a hearing date for Monday, November 6, 2023, at 7:00 p.m. for the request to transfer the Retail (On-Off Sale) Malt Beverage and SD Farm Wine and Retail (On-Off Sale) Wine and Cider License for Dollar General to 806 W. Cedar Street. All present Council members voted aye; motion carried.

Resignation: Seeley made a motion to accept the resignation of John Ganschow, BeresfordTel, effective October 19, 2023. The motion was seconded by Roelke and all present Council members voted aye; motion carried.

Authorize Advertising: A motion was made by Seeley, second by Roelke, to authorize advertising for a full-time telecommunication technician for BeresfordTel. All present Council members voted aye; motion carried.

Special Meeting: Rohrer made a motion, second by Schott, to set Monday, October 30, 2023 at 6:00 p.m. as the date for a special Council meeting to review the 2024 budget. All present Council members voted aye; motion passed.

Seasonal Hire: A motion was made by Schott, second by Seeley, to hire Mike Wettstein as a part-time seasonal hire for maintenance at the Bridges Golf Course at \$11.93/hour. All present Council members voted aye; motion carried.

Discussion and Information Items: Finance Officer Johnson informed Council that the City of Beresford employees received the Silver Loss Control/Safety Achievement Award for 2023 from the SDML Worker's Compensation Group. This award is to recognize promotion and training of safety and loss control.

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

A-1 Portable Toilets, rental, \$145.00; AFLAC, insurance, \$6392.32; Mike Antonson, conference, \$546.00; Appera, service, \$957.30; Argus Leader, subscription, \$375.84; Azar Comp. Software Serv., digital service center, \$250.00; Baker & Taylor, books, \$716.67; Bally Sports North, affiliate fees, \$2771.68; Banner Assoc., WWTF engineering, \$26,143.35; Barnes & Noble, books, \$73.53; Beal Dist., beer, \$836.20; Big 10, affiliate fees, \$133.34; Border States Elec., supplies, \$558.62; Boyer Sand & Rock, dirt for ballfield, \$7925.19; BW Ramkota, lodging, \$273.00; Cengage Learning, book, \$17.59;

CenturyLink, 911 circuit, \$108.24; Chesterman, resale, \$111.60; Jason Christman, refund, \$182.64; CHS, fuel, \$2235.51; City of SF Public Works, tipping fees, \$6596.79; Core & Main, equipment, \$4315.40; Dakota Beverage, beer, \$827.55; Dakota Data Shred, rent, \$94.21; Dakota Supply Group, cable, \$411.86; Demco, supplies, \$367.03; DETCO, supplies, \$2822.02; Express Comm., CBOL settlement, \$1214.36; FARR Tech., engineering fees, \$465.00; Fiesta Foods, supplies, \$322.63; Flowers by Bob, flowers, \$59.98; Frieberg, Nelson & Ask, city attorney, \$2012.50; gWorks, support, \$6425.00;

Heartland Pymt Systems, CC fees, \$1994.63; Jeff Heidebrecht, conference, \$37.00; High Plains Tech., software, \$185.50; Interstate TRS, TRS fund, \$342.75; Jensen Agency, insurance, \$142,106.00; Johnson Bros., liquor, \$1206.76; Elaine Johnson, conference, \$22.00; KCL Group Benefits, insurance, \$148.20; Tanner Knutson, clothing, \$254.83; Lewis & Clark RWS, water, \$28,529.72; Mid America Computer Corp, billing fees, \$3623.81; MidAmerican Energy, natural gas, \$297.98; Midwest Alarm, alarm monitoring, \$503.58; Midwest Tape, DVDs, \$272.41; New Century Press, publishing, \$208.60;

NY Life, insurance, \$108.00; Nexstar Broadcasting, affiliate fees, \$2869.16; Jane Norling, mileage, \$470.62; Olson's Ace, supplies, \$2909.39; Olsen's Pest Technicians, service, \$280.00; Performance Foodservice, food, \$2297.72; Quill, supplies, \$31.99; Restaurant Equip., repair, \$958.82; Roo's Sanitation, disposal service, \$5390.00; Rovi Guides, guides, \$721.23; Safety Benefits, conference, \$225.00; Michael Schurch, conference, \$516.50; SD DANR, permit renewal, \$250.00; SD Fed Prop Agency, supplies, \$693.50; SDN Comm, internet, \$3994.16; Sew Storm Quilt Shop, clothing, \$320.20;

Showtime Networks, affiliate fees, \$31.24; Stryker Sales, battery, \$312.00; The Fillin' Station, tires, \$362.50; Unemployment Ins., insurance, \$1086.46; USAC, schools & libraries, \$1370.71; US Dept. of Energy, trust billing, \$3500.00; Vantage Point, CALEA, \$160.00; Washington Nat'l Ins., insurance, \$84.30; Wellmark BC/BS, insurance, \$46,317.03; Wells Fargo, CC charges, \$5118.65; WESCO, hardware, \$2748.59; Wholesale Supply, supplies, \$62.30.

Adjournment: Having no further business, Council VP Tiedeman adjourned the meeting at 7:34 p.m.

Elaine Johnson, Finance Officer
Recorded by Kathy Stuessi

**BERESFORD CITY COUNCIL
SPECIAL MEETING
October 30, 2023**

The Beresford City Council met in special session in City Council Chambers at 6:00 p.m. The Pledge of Allegiance was recited.

Members Present: Mayor Nathan Anderson presiding, Troy Boone, Will Roelke, Larry Rohrer, Art Schott, Eli Seeley, Mike Tiedeman

Also Present: Elaine Johnson, Finance Officer; Jerry Zeimetz, City Administrator; Austin Hansen, BeresfordTel Manager; Jeff Heidebrecht, Street/Water/Sewer Supt.

Adopt Agenda: Seeley made a motion, second by Roelke, to adopt the agenda as presented.

Old Business: Quotes for a storage building at the Grace V. Nelson ballfield addition were reviewed and discussed. Schott made a motion, second by Boone, to accept the quote of \$49,983.00 from Twite Construction for the construction of a storage building at the Grace V. Nelson ballfield. All present Council members voted aye; motion carried. Construction will begin either this fall (weather permitting) or next spring.

New Business:

Group Health Insurance Quotes: City Administrator Zeimetz compared costs and coverage of three health insurance quotes received. Following discussion, a motion was made by Schott, second by Rohrer, to accept the 3-year Anthem Blue Cross/Blue Shield health insurance plan offered by IBEW FMCP for eligible City employees. All present Council members voted aye; motion carried.

Solid Waste Contract: A motion was made by Schott, second by Roelke, to authorize advertisement for bids for the 2024-2026 Solid Waste Contract. All present Council members voted aye; motion carried.

2024 Budget Review: Zeimetz and Johnson presented the proposed 2024 budget and gave a brief overview. It was reviewed and discussed at length by Council.

Mayor Anderson called a 10-minute recess at 7:39 p.m. The mayor declared the Council back in session at 7:49 p.m. Review and discussion of the 2024 budget continued.

Adjournment: There being no further business, Mayor Anderson adjourned the meeting at 9:12 p.m.

Elaine Johnson, Finance Officer
Recorded by Kathy Stuessi

**NOTICE OF HEARING
TRANSFER APPLICATION FOR RETAIL (ON-OFF SALE) MALT BEVERAGE & SD FARM WINE AND
RETAIL (ON-OFF SALE) WINE & CIDER**

CITY OF BERESFORD

Notice is hereby given that the following license application transfer for on-off sale of Malt Beverages & SD Farm Wine and on-off sale of Wine and Cider for Dollar General Store #10599 has been filed in the City Finance Office, Beresford, South Dakota.

Malt Beverage (on-off sale) & SD Farm Wine and (on-off sale) Wine & Cider:

Dollar General Store #10599
806 W Cedar St.
Beresford, SD 57004

A Public Hearing will be held on November 6, 2023, at the Beresford Council Chambers, 103 N 3rd St. Beresford, SD in conjunction with the regular City Council meeting, which convenes at 7:00 p.m.

Any person or their representative may appear and be heard for or against approval of said license.

Elaine Johnson, Finance Officer

Published: October 19, 2023
Legal, One Time
Published at an approximate cost of \$_____

APPROVAL OF LOCAL BOARD

Notice is hereby given that the following license applications for the sale of Alcoholic Beverages and wine & cider for the year January 1, 2024 through December 31, 2024 have been filed in the City Finance Office, Beresford, South Dakota.

	<u>License #</u>
Retail (on-sale) Liquor	RL-5454
Package (off-sale) Liquor	PL-5038
Bertz Beer Garden 210 S 17 th St. Beresford, SD	
Retail (on-sale) Liquor-Restaurant	RR-27251
Bertz Sports Bar & Grill 1406 W Cedar St. Beresford, SD 57004	
Retail (on-sale) Liquor	RL-5452
Bridges at Beresford 601 S 7 th St. Beresford, SD 57004	
Retail (off-sale) Wine and Cider	RW-20312
Dollar General Store #10599 806 W Cedar St. Beresford, SD 57004-1009	
Retail (off-sale) Wine and Cider	RW-27657
Family Dollar Store #32699 1108 W Cedar St Suite 6 Beresford, SD 57004	
Package (off-sale) Liquor	PL-4681
Fiesta Foods Hwy 46 & 13 th St. Beresford, SD 57004	
Retail (on-sale) Liquor	RL-5453
Klassix Inc. 206 N 3 rd St. Beresford, SD 57004	
Package (off-sale) Liquor	PL-28115
Casey's General Store #2830 910 W Cedar St. Beresford, SD 57004	

Contractor's Application for Payment

Owner: <u>City of Beresford, SD</u>	Owner's Project No.: _____
Engineer: <u>Banner Associates, Inc.</u>	Engineer's Project No.: <u>23651.00</u>
Contractor: <u>Parkway Construction</u>	Contractor's Project No.: _____
Project: <u>Beresford Ballfield Addition</u>	
Contract: <u>Unit Price Bid Schedule</u>	
Application No.: <u>4</u>	Application Date: <u>11/1/2023</u>
Application Period: From <u>8/1/2023</u> to <u>10/31/2023</u>	

1. Original Contract Price	\$	1,745,700.00
2. Net change by Change Orders	\$	45,741.04
3. Current Contract Price (Line 1 + Line 2)	\$	1,791,441.04
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,515,071.94
5. Retainage		
a. <u>10%</u> X \$ <u>1,515,071.94</u> Work Completed	\$	151,507.19
b. <u>10%</u> X \$ <u>-</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	151,507.19
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,363,564.75
7. Less previous payments (Line 6 from prior application)	\$	900,140.53
8. Amount due this application	\$	463,424.22
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	276,369.10

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: LT Companies Inc

Signature: [Signature] **Date:** 11-1-23

Recommended by Engineer	Approved by Owner
By: <u>Pat Conry, PE</u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>11/1/2023</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Owner: City of Beresford, SD
 Engineer: Banner Associates, Inc.
 Contractor: Parkway Construction
 Project: Beresford Ballfield Addition
 Contract: Unit Price Bid Schedule

Contractor's Application for Payment

Owner's Project No.:
 Engineer's Project No.: 23651.00
 Contractor's Project No.:

A	B	C	D	E		F	G		H	I	J	K	L
				From	to		Contract Information	Work Completed					
Application No.: 4		Application Period: 08/01/23		to 10/31/23		Application Date: 11/01/23							
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
1	Traffic Control	1	Lump Sum	\$2,000.00	\$2,000.00	-	\$0.00		\$0.00	0%	\$2,000.00		
2	Mobilization	1	Lump Sum	\$112,159.50	\$112,159.50	0.70	\$78,511.65		\$78,511.65	70%	\$33,647.85		
3	Compaction - Moisture / Density Tests	25	Each	\$120.00	\$3,000.00		\$0.00		\$0.00	0%	\$3,000.00		
4	Granular Embedment	201.1	Ton	\$30.00	\$6,033.00	150.0	\$4,500.00		\$4,500.00	75%	\$1,533.00		
5	Pipe Foundation Material	11.9	Ton	\$20.00	\$238.00	11.90	\$238.00		\$238.00	100%	\$0.00		
6	Adjustment of Valve Boxes	4	Each	\$200.00	\$800.00		\$0.00		\$0.00	0%	\$800.00		
7	Adjustment of Manhole and Covers	4	Each	\$200.00	\$800.00		\$0.00		\$0.00	0%	\$800.00		
8	Unclassified Excavation	18,398	CY	\$3.50	\$64,393.00	19,185	\$67,145.75		\$67,145.75	104%	-\$2,752.75		
9	6" Scarily and Recompact	2,381	SY	\$10.00	\$23,810.00	2,381	\$23,810.00		\$23,810.00	100%	\$0.00		
10	Topsoil Placement	10,214	CY	\$10.00	\$102,140.00	8,000	\$80,000.00		\$80,000.00	78%	\$22,140.00		
11	Subbase Material (Pit Run)	896.8	Ton	\$20.00	\$17,936.00	896.8	\$17,936.00		\$17,936.00	100%	\$0.00		
12	Strip and Stockpile Topsoil	10,214	CY	\$7.00	\$71,498.00	10,214	\$71,498.00		\$71,498.00	100%	\$0.00		
13	Imported Embankment Material	5,056	CY	\$5.00	\$25,280.00	5,056	\$25,280.00		\$25,280.00	100%	\$0.00		
14	Erosion Control Blanket	3,160	SY	\$5.00	\$15,800.00		\$0.00		\$0.00	0%	\$15,800.00		
15	Silt Fence	1,417	LF	\$7.793.50	\$7,793.50	1,023	\$5,626.50		\$5,626.50	72%	\$2,167.00		
16	Inlet Sediment Control Device	6	Each	\$150.00	\$900.00		\$0.00		\$0.00	0%	\$900.00		
17	Erosion Control Wattles	288	LF	\$5.00	\$1,440.00		\$0.00		\$0.00	0%	\$1,440.00		
18	Temporary Vehicle Construction Entrance	1	Each	\$500.00	\$500.00		\$0.00		\$0.00	0%	\$500.00		
19	Concrete Washout Area	1	Each	\$500.00	\$500.00		\$0.00		\$0.00	0%	\$500.00		
20	Gravel Surfacing	4,255.6	Ton	\$25.00	\$106,390.00	4,225.6	\$105,640.00		\$105,640.00	99%	\$750.00		
21	Base Course (12")	25.6	Ton	\$30.00	\$768.00	25.6	\$768.00		\$768.00	100%	\$0.00		
22	Geosynthetic Geogrid	2,738	SY	\$4.00	\$10,952.00	2,738	\$10,952.00		\$10,952.00	100%	\$0.00		
23	Detectable Warning Panel	1	Each	\$300.00	\$300.00	1	\$300.00		\$300.00	100%	\$0.00		
24	Concrete Sidewalk	20,913	SF	\$8.00	\$167,304.00	10,460	\$83,680.00		\$83,680.00	50%	\$83,624.00		
25	Thickened Edge Sidewalk	664	SF	\$10.00	\$6,640.00	650	\$6,500.00		\$6,500.00	98%	\$140.00		
26	Concrete Handicap Ramp	1	Each	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100%	\$0.00		
27	Concrete Sampling and Testing	4	Each	\$120.00	\$480.00		\$0.00		\$0.00	0%	\$480.00		
28	Seeding - Remainder of Site	6.9	Acres	\$4,500.00	\$31,050.00		\$0.00		\$0.00	0%	\$31,050.00		
29	4" Watermain	42	LF	\$65.00	\$2,730.00	42	\$2,730.00		\$2,730.00	100%	\$0.00		
30	6" Watermain	438	LF	\$65.00	\$28,470.00	438	\$28,470.00		\$28,470.00	100%	\$0.00		
31	6" x 4" Tee w/ Joint Restraints	1	Each	\$250.00	\$250.00	1	\$250.00		\$250.00	100%	\$0.00		
32	4" Gate Valve & Box w/ Joint Restraints	1	Each	\$500.00	\$500.00	1	\$500.00		\$500.00	100%	\$0.00		
33	6" Gate Valve & Box w/ Joint Restraints	1	Each	\$550.00	\$550.00	1	\$550.00		\$550.00	100%	\$0.00		
34	Fire Hydrant w/ Joint Restraints	1	Each	\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100%	\$0.00		
35	6" x 6" Tapping Sleeve and Tapping Valve w/ Box and Joint	1	Each	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100%	\$0.00		
36	2" Water Service Line	36	LF	\$45.00	\$1,620.00	36	\$1,620.00		\$1,620.00	100%	\$0.00		
37	2" x 6" Corporation Stop and Service Saddle	1	Each	\$500.00	\$500.00	1	\$500.00		\$500.00	100%	\$0.00		
38	2" Curb Stop and Box	1	Each	\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100%	\$0.00		
39	Tracer Wire	516	LF	\$11.00	\$5,676.00	516	\$5,676.00		\$5,676.00	100%	\$0.00		
40	8" Gravity Sewer Pipe	472	LF	\$65.00	\$30,680.00	472	\$30,680.00		\$30,680.00	100%	\$0.00		

Progress Estimate - Unit Price Work

Owner: City of Beresford, SD
 Engineer: Banner Associates, Inc.
 Contractor: Parkway Construction
 Project: Beresford Ballfield Addition
 Contract: Unit Price Bid Schedule

Contractor's Application for Payment

Owner's Project No.: 23651.00
 Engineer's Project No.:
 Contractor's Project No.:

Application No.: 4		Application Period: From 08/01/23 to 10/31/23		Application Date: 11/01/23										
A Bid Item No.	B Description	C Contract Information		D Contract Information		E Unit Price (\$)	F Value of Bid Item (C X E)	G Work Completed		H Value of Work Completed to Date (E X G)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		Item Quantity	Units	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)									
41	4" Gravity Sewer Pipe	116	LF			\$60.00	\$6,960.00	116	\$6,960.00	\$6,960.00		\$6,960.00	100%	\$0.00
42	4" Sanitary Sewer Service Connection	1	Each			\$500.00	\$500.00	1	\$500.00	\$500.00		\$500.00	100%	\$0.00
43	4" Dia Sanitary Sewer Manhole	2	Each			\$2,000.00	\$4,000.00	2	\$4,000.00	\$4,000.00		\$4,000.00	100%	\$0.00
44	Core Drill Manhole	1	Each			\$500.00	\$500.00	1	\$500.00	\$500.00		\$500.00	100%	\$0.00
45	4" Collection Line Cleanout	1	Each			\$500.00	\$500.00	1	\$500.00	\$500.00		\$500.00	100%	\$0.00
46	12" Storm Sewer Pipe	124	LF			\$40.00	\$4,960.00	124	\$4,960.00	\$4,960.00		\$4,960.00	100%	\$0.00
47	15" Storm Sewer Pipe	606	LF			\$50.00	\$30,300.00	606	\$30,300.00	\$30,300.00		\$30,300.00	100%	\$0.00
48	18" Storm Sewer Pipe	428	LF			\$60.00	\$25,680.00	428	\$25,680.00	\$25,680.00		\$25,680.00	100%	\$0.00
49	12" Area Inlet	1	Each			\$200.00	\$200.00	1	\$200.00	\$200.00		\$200.00	100%	\$0.00
50	15" Area Inlet	3	Each			\$300.00	\$900.00	3	\$900.00	\$900.00		\$900.00	100%	\$0.00
51	18" Area Inlet	3	Each			\$1,500.00	\$4,500.00	3	\$4,500.00	\$4,500.00		\$4,500.00	100%	\$0.00
52	18" RCP Flared End (w/ Transition to PE)	2	Each			\$250.00	\$500.00	2	\$500.00	\$500.00		\$500.00	100%	\$0.00
53	18" RCP Culvert Pipe	88	LF			\$70.00	\$6,160.00	88	\$6,160.00	\$6,160.00		\$6,160.00	100%	\$0.00
54	24" RCP Culvert Pipe	38	LF			\$65.00	\$2,480.00	38	\$2,480.00	\$2,480.00		\$2,480.00	100%	\$0.00
55	36" RCP Culvert Pipe	70	LF			\$450.00	\$31,500.00	70	\$31,500.00	\$31,500.00		\$31,500.00	100%	\$0.00
56	18" RCP Flared End	2	Each			\$300.00	\$600.00	2	\$600.00	\$600.00		\$600.00	100%	\$0.00
57	24" RCP Flared End	2	Each			\$400.00	\$800.00	2	\$800.00	\$800.00		\$800.00	100%	\$0.00
58	36" RCP Flared End	4	Each			\$500.00	\$2,000.00	4	\$2,000.00	\$2,000.00		\$2,000.00	100%	\$0.00
59	Class C Riprap	32	Ton			\$100.00	\$3,200.00	32	\$3,200.00	\$3,200.00		\$3,200.00	0%	\$3,200.00
60	Remove Existing Asphalt Pavement	38	SY			\$300.00	\$11,400.00	38	\$11,400.00	\$11,400.00		\$11,400.00	100%	\$0.00
61	12' x 8' Secur Stop Mat	4	Each			\$500.00	\$2,000.00	4	\$2,000.00	\$2,000.00		\$2,000.00	0%	\$2,000.00
62	Removals - Existing Fencing	830	LF			\$2.00	\$1,660.00	830	\$1,660.00	\$1,660.00		\$1,660.00	100%	\$0.00
63	Removals - Existing Backstop	1	Lump Sum			\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00		\$5,000.00	100%	\$0.00
64	Ag Lime Salvage	160	Ton			\$25.00	\$4,000.00	160	\$4,000.00	\$4,000.00		\$4,000.00	100%	\$0.00
65	72" Chain Link Fence, F&I	2,860	LF			\$40.26	\$115,143.60	2,860	\$115,143.60	\$115,143.60		\$115,143.60	100%	\$0.00
66	96" Chain Link Fence, F&I	320	LF			\$78.49	\$25,116.80	320	\$25,116.80	\$25,116.80		\$25,116.80	100%	\$0.00
67	120" Chain Link Fence, F&I	320	LF			\$80.28	\$25,689.60	320	\$25,689.60	\$25,689.60		\$25,689.60	100%	\$0.00
68	Double Swing Gate (8" Width) F&I	4	Each			\$1,200.00	\$4,800.00	4	\$4,800.00	\$4,800.00		\$4,800.00	100%	\$0.00
69	Chain Link Backstop, F&I	4	Each			\$30,000.00	\$120,000.00	4	\$120,000.00	\$120,000.00		\$120,000.00	100%	\$0.00
70	Ag-Lime Supply & Install	980	Ton			\$100.00	\$98,000.00	973.0	\$97,300.00	\$97,300.00		\$97,300.00	99%	\$700.00
71	Reinstall Salvaged Ag Lime	160	Ton			\$50.00	\$8,000.00	160	\$8,000.00	\$8,000.00		\$8,000.00	100%	\$0.00
72	Infield Perforated HDPE Underdrain	1,878	LF			\$13.00	\$24,414.00	1,878	\$24,414.00	\$24,414.00		\$24,414.00	100%	\$0.00
73	6" Storm Drain Piping	605	LF			\$15.00	\$9,075.00	605	\$9,075.00	\$9,075.00		\$9,075.00	100%	\$0.00
74	Infield Underdrain Cleanout	19	Each			\$1,900.00	\$1,900.00	19	\$1,900.00	\$1,900.00		\$1,900.00	100%	\$0.00
75	Dugout - Wood Frame	8	Each			\$6,000.00	\$48,000.00	8	\$48,000.00	\$48,000.00		\$48,000.00	100%	\$0.00
76	Bases, Pitching Rubber, Misc.	76	Lump Sum			\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00		\$5,000.00	100%	\$0.00
77	Foul Poles	8	Each			\$1,400.00	\$11,200.00	8	\$11,200.00	\$11,200.00		\$11,200.00	100%	\$0.00
78	2.5" Caliber Deciduous Tree, F&I	15	Each			\$650.00	\$9,750.00	8	\$11,200.00	\$11,200.00		\$11,200.00	0%	\$9,750.00
79	Turf Irrigation	1	Lump Sum			\$235,000.00	\$235,000.00	0.8	\$188,000.00	\$188,000.00		\$188,000.00	80%	\$47,000.00
80	Batting Cage - Double	1	Each			\$34,000.00	\$34,000.00	0.5	\$17,000.00	\$17,000.00		\$17,000.00	50%	\$17,000.00

Progress Estimate - Unit Price Work

Owner: City of Beresford, SD
 Engineer: Banner Associates, Inc.
 Contractor: Parkway Construction
 Project: Beresford Ballfield Addition
 Contract: Unit Price Bid Schedule

Contractor's Application for Payment

Owner's Project No.:
 Engineer's Project No.: 23651.00
 Contractor's Project No.:

Application No.: 4		Application Period: From 08/01/23 to 10/31/23		Application Date: 11/01/23				
A Bid Item No.	B Description	C Contract Information			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / J) (%)	L Balance to Finish (J - I) (\$)
		D Item Quantity	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)				
		Original Contract Totals			\$0.00	\$1,469,330.90	84%	\$276,369.10

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Beresford, SD
 Engineer: Banner Associates, Inc.
 Contractor: Parkway Construction
 Project: Beresford Ballfield Addition
 Contract: Unit Price Bid Schedule

Owner's Project No.: 23651.00
 Contractor's Project No.:

Application No.: 4		Application Period: From 08/01/23 to 10/31/23		Application Date: 11/01/23							
Bid Item No.	Description	Item Quantity	Contract Information		Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work (G)	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
			Units	Unit Price (\$)							
Change Orders											
1	Seeding and Hydro-Mulching All Fields	1	Lump Sum	\$9,326.24	\$9,326.24	1	\$9,326.24		\$9,326.24	100%	\$0.00
2	Extra Bracing and Lumber for 4 Backstops	1	Lump Sum	\$1,783.57	\$1,783.57	1	\$1,783.57		\$1,783.57	100%	\$0.00
3	Dugout Roof Upgrade to Steel Shingles and Flashing (6)	1	Lump Sum	\$23,472.80	\$23,472.80	1	\$23,472.80		\$23,472.80	100%	\$0.00
4	Extend Irrigation Mainline 750'	1	Lump Sum	\$11,158.43	\$11,158.43	1	\$11,158.43		\$11,158.43	100%	\$0.00
				Change Order Totals	\$45,741.04		\$45,741.04	\$0.00	\$45,741.04	100%	\$0.00
Original Contract and Change Orders											
					\$1,515,071.94		\$1,515,071.94	\$0.00	\$1,515,071.94	85%	\$276,369.10
					Project Totals		\$1,791,441.04	\$0.00	\$1,791,441.04		\$276,369.10

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Beresford** (Owner) and **Banner Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Beresford Sanitary Sewer Replacement and CIPP Lining Improvements Project** (Project). Engineer's services under this Agreement (Services) are generally identified as follows (and as shown in Exhibit 1):

Preliminary Design Phase:

- Provide topographic survey and drone imagery for design
- Project kickoff meeting if needed
- Project 30% design review meeting

Final Design Phase:

- Project 60% design review meeting
- Project 90% design review meeting
- Final design and construction documents to be submitted for agency review
- Prepare Opinion of Probable Project Cost

Bidding Phase:

- Bidding Documents and Bidding Assistance
- Answer bidder questions
- Issues Addenda as needed

Construction Administration Services:

- Coordinate and attend preconstruction meeting
- Complete submittal reviews
- Review / prepare payment and change order requests
- Complete project close-out documentation

Construction Observation Services:

- Provide construction staking
- Provide on-site construction observation

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data

in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **Bidding Documents complete and ready to submit to SDDANR for review prior to March 1, 2024. Anticipate bidding the project in fall 2024. Anticipated construction start in 2025 and completion in 2026.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.

D. ~~Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.0.~~

E. Basis of Payment

1. Lump Sum - Owner shall pay Engineer for services as follows:
 - a. **Preliminary Design** - a Lump Sum amount of \$89,040.00.
 - b. **Final Design** - a Lump Sum amount of \$139,125.00.
 - c. **Bidding** - a Lump Sum amount of \$22,260.00.
 - d. **Construction Administration** - a Lump Sum amount of \$139,125.00.
 - e. In addition to the Lump Sum amount, reimbursement of the following expenses:
None.
 - f. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2. Hourly Rates - Owner shall pay Engineer for **Construction Observation and Staking Services** as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. The total compensation for Services and reimbursement of expenses is estimated to be \$169,950.00.

F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1. An allowance of \$10,000.00 is made for the preparation of Construction Plans of Record.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

- a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. ~~If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.~~

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this

Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and

expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. ~~and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.~~
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is **November 6, 2023**.

Owner:

City of Beresford, South Dakota
(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: Nathan Anderson
(typed or printed)

Title: Mayor
(typed or printed)

Address for giving notices:

103 North Third Street
Beresford, SD 57004

Designated Representative:

Name: Jerry Zeimetz
(typed or printed)

Title: City Administrator
(typed or printed)

Address:

103 North Third Street
Beresford, SD 57006

Phone: 605-763-2008

Email: jerry@beresfordsd.com

Engineer:

Banner Associates, Inc.
(name of organization)

By: *Pat Carey*
(authorized individual's signature)

Date: 11/1/2023
(date signed)

Name: Pat Carey
(typed or printed)

Title: Sr. Vice President
(typed or printed)

Address for giving notices:

409 22nd Avenue South
Brookings, SD 57006

Designated Representative:

Name: Pat Carey
(typed or printed)

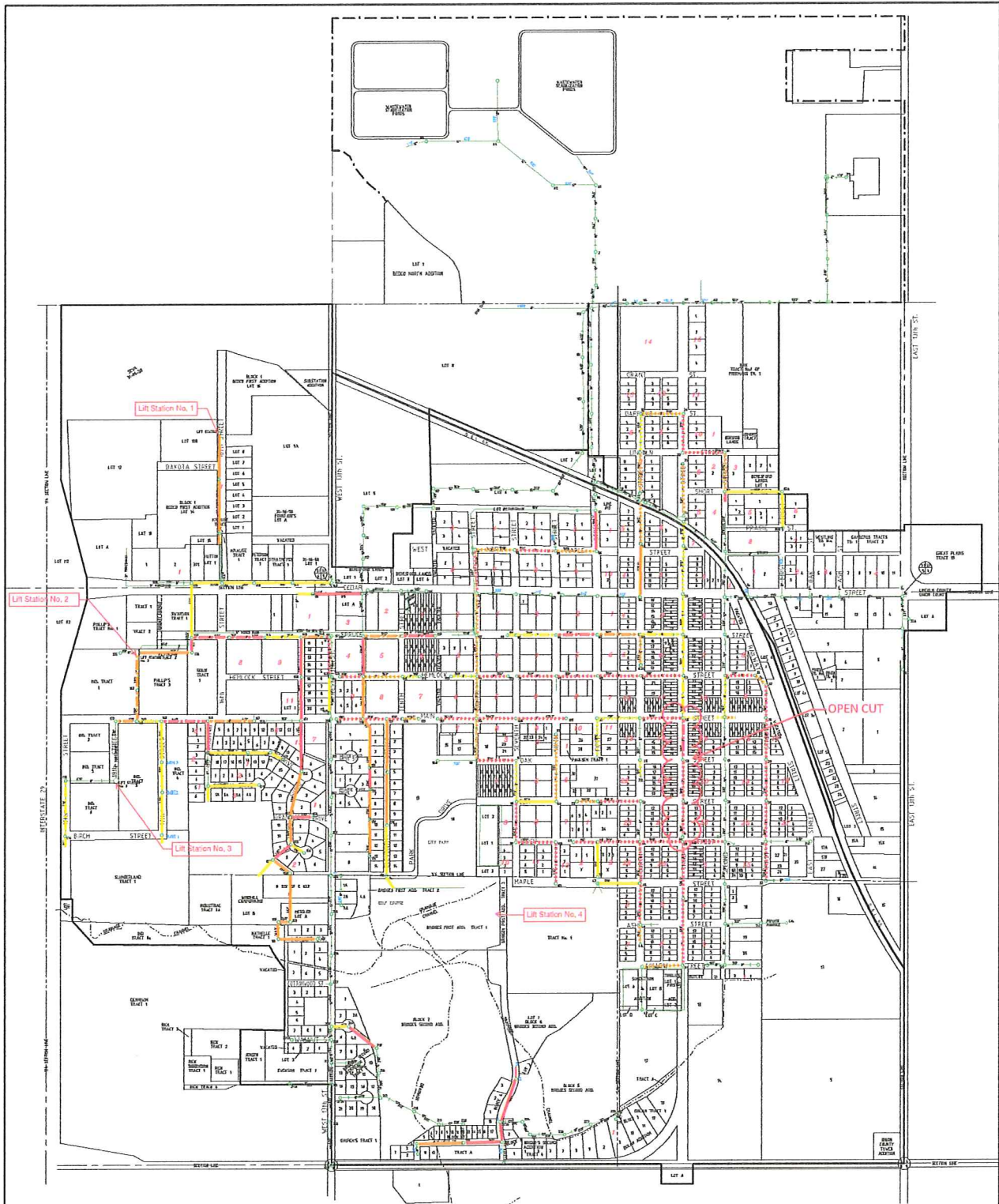
Title: Sr. Vice President
(typed or printed)

Address:

409 22nd Avenue South
Brookings, SD 57006

Phone: 605-692-6342

Email: patc@bannerassociates.com



WASTEWATER COLLECTION SYSTEM

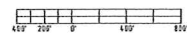
Legend

- Condition Severe
- Condition Moderate
- Condition Good
- Untelevisioned, Condition Unknown

**Note: Dashed lines represent open cut improvements recommended.*

— CITY LIMITS BOUNDARY

**CITY OF
BERESFORD
SOUTH DAKOTA**



JULY 2019

**FIGURE 5.2
COLLECTION SYSTEM CONDITION - RATING SYSTEM**



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **November 6, 2023**.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Schedule of Labor Rates and Expenses

Banner Associates, Inc.

January, 2023



Banner Associates, Inc.
 409 22nd Avenue South
 Brookings, SD 57006
 Tel 605.692.6342
 Toll Free 855.323.6342
www.bannerassociates.com

SCHEDULE OF LABOR RATES AND EXPENSES

January 2023

Administrative	\$65.00 to \$175.00/Hour
Surveying/Geomatics.....	\$75.00 to \$160.00/Hour
Engineering Technician.....	\$70.00 to \$125.00/Hour
Environmental Scientist.....	\$85.00 to \$150.00/Hour
Staff Engineer	\$95.00 to \$110.00/Hour
Project Engineer	\$110.00 to \$170.00/Hour
Project Manager	\$130.00 to \$250.00/Hour

- Meals at State Rates.
- Lodging at actual cost.
- Reimbursables:

Mileage.....	\$0.70/Mile
Photocopy	0.07/Copy
Black & White 11x17 Laser Prints.....	0.14/Sheet
- All other direct project expenses at actual cost of materials.

Rates are subject to change annually.

**CITY OF BERESFORD, SOUTH DAKOTA
ORDINANCE NO. 2023-07
2024 APPROPRIATION ORDINANCE**

Be it ordained by the City of Beresford, SD that the following sums are appropriated to meet the obligations of the municipality.

	General Fund
Governmental Funds	
410 General Government	
4110 Legislative	42,911.00
411.5 Contingency	30,000.00
4120 Executive	12,306.00
4130 City Administrator	168,356.00
4140 Financial Administration	169,009.00
4150 City Attorney	26,800.00
4190 Government Building	29,271.00
Total General Government	\$ 478,653.00
420 Public Safety	
4210 Police	662,151.00
4220 Fire	91,176.00
Total Public Safety	\$ 753,327.00
430 Public Works	
4310 Highways and Streets	985,743.00
4410 Mosquito Control	3,000.00
Total Public Works	\$ 988,743.00
450 Culture and Recreation	
4520 Parks	481,546.00
4530 Swimming Pool	174,703.00
4540 Subsidy	69,500.00
4550 Libraries	323,404.00
Total Culture and Recreation	\$ 1,049,153.00
460 Conservation and Development	
4650 Economic Development and Assistance	10,945.00
Total Conservation and Development	\$ 10,945.00
510 Other Financing Uses	
511 Operating Transfer--Out	
Total 2023 Appropriations	\$ 3,280,821.00
Total Appropriations and Accumulations	\$ 3,280,821.00

	General Fund
Governmental Funds	
Unassigned Fund Balance	185,046.00
310 Taxes	1,549,200.00
320 Licenses and Permits	23,050.00
330 Intergovernmental Revenue	120,200.00
340 Charges for Goods and Services	59,500.00
350 Fines and Forfeits	100.00
360 Miscellaneous Revenue	206,725.00
390 Other Sources	1,137,000.00
Total Means of Finance	\$ 3,280,821.00

The following is a summary of those funds for which spending authority has been approved by the electorate:

Fund	Amount Authorized	Expended to Date	Unexpended Authorization
Bridges Golf Course Bond	1,760,000.00	1,665,000.00	95,000.00
Community Center Bond	1,715,000.00	1,135,000.00	580,000.00
Lewis & Clark GO Bond	1,850,000.00	1,480,000.00	370,000.00
Swimming Pool Bond	2,910,000.00	155,000.00	2,755,000.00
Grace V Nelson Ballfield Complex	3,400,000.00	115,000.00	3,285,000.00
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Totals	\$ 11,635,000.00	\$ 4,550,000.00	\$ 7,085,000.00

The finance officer is directed to certify the following dollar amount of tax levies made in this ordinance to the County Auditors.

General Tax Levy	\$ 845,000.00
Total	\$ 845,000.00

Mayor, City of Beresford

Attest:

Finance Officer, City of Beresford

First Reading:	November 6, 2023
Second Reading:	November 20, 2023
Adopted:	November 20, 2023
Publish:	November 30, 2023
Effective:	January 1, 2024