

**BERESFORD CITY COUNCIL  
REGULAR MEETING AGENDA  
Tuesday, February 21, 2023 7:00 P.M.  
Beresford City Council Chambers – 103 N. 3<sup>rd</sup> St.**

[1] – Pledge of Allegiance

[2] – Call to Order & Roll Call

[3] – Adopt Agenda

[4] – Approve Minutes – February 6, 2023

[5] – Visitors to be heard

- Woody Houser – Campground Discussion

[6] – Committee/Mayor Report

[7] – Department Head and City Administrator Reports

- Michael Schurch – Police Chief
  - P/T hire for department
  - Police Vehicle options for 2024
  - Sioux Falls Area Humane Society Invoice
  - Less Lethal Impact Munitions Policy
- Mike Antonson – Electric Supt.
  - Update on Feb, 14 power outage
  - S. 7<sup>th</sup> Street loop expansion
- Elaine Johnson – Finance Officer
  - January Financial Report

[8] – Old Business

- Review Bids for Beresford Ballfield Addition

[9] – New Business

- P/T hire at library
- Soil Borings Proposal for wastewater treatment facilities
- South Dakota Good and Healthy Community Grant letter of support
- Authorization to advertise for seasonal help

[10] – Discussion & Information Items

[11] – Approval of Travel Requests

- SDML District 3 Annual Meeting, March 16, Alcester, Johnson, Zeimetz, City Council
- SDMEA Conference and Technology Expo, April 3-5, Watertown, Antonson, Knutson

[12] – Payment of Bills

[13] – 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 Special Meeting

Time: February 21, 2023 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 546 078 0834

Passcode: Beresford

Dial by your location

+1-253-205-0468 US

**BERESFORD CITY COUNCIL**

**Monday, February 6, 2023**

The Beresford City Council met in regular session in City Council Chambers at 5:00 p.m. The pledge of allegiance was recited.

**Members Present:** Mayor Nathan Anderson presiding, Will Roelke, Art Schott, Eli Seeley, Teresa Sveeggen

**Absent:** Troy Boone & Mike Tiedeman

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

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

**Approve Minutes:** A motion to approve the January 17, 2023 meeting minutes was made by Seeley, second by Roelke. All present Council members voted aye; motion carried.

**Executive Session:** At 5:00 p.m. a motion was made by Sveeggen, second by Schott, to enter executive session to discuss personnel matters. Mayor Anderson declared Council out of executive session at 7:39 p.m.

**Department Head and City Administrator Reports:**

**Bridges Golf Course Clubhouse & Event Center Manager, Ben Reiter:** Reiter presented his recommendation for the 2023 Bridges Golf Course fees. Sveeggen made the motion, second by Schott, to approve Resolution 2023-04 Bridges Golf Course Fees. All present Council member voted aye; motion carried.

**RESOLUTION 2023-04**

SUBJECT: BRIDGES GOLF COURSE FEES

BE IT RESOLVED, by the City Council of the City of Beresford: That all past fee structures for green fees, cart rental fees, trail fees, driving range fees, cart storage and annual fees are hereby amended.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BERESFORD, AS FOLLOWS:

The fees for the Bridges at Beresford Golf Course be as follows:

Green Fees:

|   |                 |                  |
|---|-----------------|------------------|
| Weekday:  | 9 holes \$17.00 | 18 holes \$27.00 |
| Weekend:  | 9 holes \$22.00 | 18 holes \$30.00 |
| Twilight Golf on Friday's, Saturday's & Sunday after 4 p.m. \$30.00 |                 |                  |

Gas Cart Rental: Weekdays & Weekends 9 holes \$13.00/per person, 18 holes \$20.00/per person

Annual Pass:

|                      |                               |
|----------------------|-------------------------------|
| Family               | \$570                         |
| Member & Guest       | \$175 added to any membership |
| Single               | \$465                         |
| College              | \$170                         |
| Senior (65 or older) |                               |
| Couple               | \$415                         |
| Single               | \$335                         |
| High School/Junior   | \$120                         |

Annual Gas Golf Cart Lease: Single – \$350; Couple – \$525

Annual Cart Storage: Electric – \$235; Gas – \$195

Annual Trail Fee: \$120

(ALL MEMBERSHIP PRICES ARE SUBJECT TO SALES TAX)

Adopted this 6<sup>th</sup> day of February, 2023

\_\_\_\_\_  
Nathan Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Elaine Johnson, Finance Officer

**Event Center Fees:** Bridges Clubhouse/Event Center Manager, Ben Reiter gave his recommendation for 2023 Bridges Event Center rental fees. He proposed wedding rental \$1,250, wedding room rent the day prior for setup \$250, Palmer Room \$450/day, Nicholas Room \$300/day or \$600 for the two rooms combined. Schott made the motion, second by Seeley, to approve the Bridges Event Center rental rates. All present Council members voted aye; motion carried.

**Clubhouse remodel update:** Reiter recently met with his council committee. He explained a 3-phase plan to modernize the interior and exterior of the Clubhouse and Event Center. After discussing, Zeimetz noted that he would reach out to RSA Architects, the original designers of the Clubhouse, to start a conversation.

#### **Old Business**

**Ordinance 2023-02:** A motion was made by Schott, second by Roelke, to approve the second reading and adoption of Ordinance 2023-02, Regulating Small Solar Power Facilities. All present Council members voted aye; motion carried.

### **ORDINANCE 2023-02**

#### **AN ORDINANCE REGULATING SMALL SOLAR POWER FACILITIES**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL FOR THE CITY OF BERESORD, UNION AND LINCOLN COUNTIES, STATE OF SOUTH DAKOTA, AS FOLLOWS:**

That the Beresford City ordinances be amended to add thereto a new section 8.0216 to read as follows:

**8.0216 SMALL SOLAR FACILITIES:** Small solar power facilities, defined as a facility that produces less than 40kW, shall be required to apply to the City and pay a fee established by time to time by the City via Resolution. This application to the City shall also require the owner of the small solar power facility to sign an Interconnect Agreement with the City.

\_\_\_\_\_  
Nathan Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Elaine Johnson, Finance Officer

**Resolution 2023-03 Building Permit Reapplication Fees:** Motion by Schott, second by Seeley to approve Resolution 2023-03 Building Permit Reapplication Fees. All present Council members voted aye; motion carried.

### **RESOLUTION NO. 2023-03**

#### **A RESOLUTION REGARDING BUILDING PERMIT REAPPLICATION FEES**

WHEREAS, the City of Beresford, Union and Lincoln Counties, State of South Dakota has deemed it in the best interest of the City to adopt a Resolution implementing fees for building permit reapplications following expiration.

WHEREAS, Ordinance 2022-04 amended the Beresford Zoning Regulations to allow for the imposition of additional fees.

NOW, THEREFORE, BE IT RESOLVED, upon reapplication of a building permit for the same project, the Planning and Zoning Commission may impose a building permit fee that is twice the amount of the preceding building permit fee.

Adopted this 6<sup>th</sup> day of February, 2023.

CITY OF BERESFORD

\_\_\_\_\_  
Nathan Anderson, Mayor

Attest:

\_\_\_\_\_  
Elaine Johnson, Finance Officer

### **New Business**

**Full-Time Telephone Technical I Hire:** Beresford Telephone Manager, Austin Hansen recently held interviews for the Telephone Tech I position. He made his recommendation to hire Denny Allen. Schott made the motion, second by Sveeggen, to approve hiring Denny Allen at \$21.34/hr. or 80% of the Union wage scale, starting February 21, 2023. All present Council members voted aye; motion carried.

**2023 Multi-Community Asphalt Surface Treatment Agreement:** Zeimetz discussed the 2023 Multi Community Asphalt Surface Treatment contract with Brosz Engineering. Schott made the motion, second by Seeley, to approve the \$100,000 budgeted contract. All present Council members voted aye; motion carried.

**Appoint New Golf Course Supt:** Schott made the motion, second by Roelke, to appoint Jason Strand as the Bridges Golf Course Superintendent effective February 6, 2023 with a salary of \$50,000. All present Council members voted aye; motion carried.

**Approve engagement letter with ELO CPA's & Advisor's for 2022 audit:** Schott made the motion, second by Sveeggen, to approve the ELO CPA's & Advisor's 2022 audit engagement letter. All present Council members voted aye; motion carried.

**2023 Street Sweeping Contract with SDDOT:** The SD Dept. of Transportation is requesting the City's service again to street sweep Highway 46. Schott made the motion, seconded by Roelke, to approve the 2023 Street Sweeping Contract with the SDDOT. All present Council members voted aye; motion carried.

**2023 City Administrator and Department Head Salaries:** Sveeggen made the motion, second by Schott, to approve the following 2023 salaries. All present Council members voted aye; motion carried. City Administrator Jerry Zeimetz, \$116,043.20; Electric Supt. Michael Antonson, \$114,524.80; Telephone General Manager Austin Hansen, \$99,632.00; Street Supt. Jeff Heidebrecht, \$38.64/hr.; Finance Officer Elaine Johnson, \$78,603.20; Police Chief Michael Schurch, \$35.31/hr.; Bridges Clubhouse/Event Center Manager Ben Reiter, \$66,331.20; Head Librarian Jane Norling, \$58,801.60.

**City Hall Employee Entrance:** Finance Officer Johnson explained a security concern at City Hall with access to the employee entrance door. A quote to install a push button lock on the door was presented. Schott made a motion, second by Sveeggen, to accept the quote from Twite Construction. All present Council members voted aye; motion carried.

### **Discussion & Information Items**

**Beresford Ballfield Addition Project:** City Administrator Zeimetz invited the Mayor and Council to the Grace V Nelson ballfield addition bid opening. Bids will be accepted until 2 p.m. on Thursday, February 16. The request to award the bidder will be presented at the February 21, 2023 Council meeting.

**Lincoln County Reappraisal Notices:** Zeimetz discussed a letter that Lincoln County residents received from the Dept. of Equalization. Lincoln County residents have expressed their views regarding the 2022 reappraisal.

**Next City Council meeting February 21:** Due to the Presidents Day Holiday on Monday, February 20, Council will meet on Tuesday February 21, at 7 p.m.

**Travel Requests:** A motion was made by Schott, second by Roelke, to approve the following travel request. All present Council members voted aye; motion carried.

- Public Power and Legislative days with SDMEA, Pierre, March 1-2, Antonson
- Golf Course Supt. Assoc. Golf Conference, Sioux Falls, March 7-8, Strand
- Annual Asphalt Conference, Oacoma, Feb. 15-16, Heidebrecht

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

Adtran, network admin expense, \$22,469.16; Antonson, Michael, mileage & meals, \$64.50; Appeara, service, \$575.61; Axon Enterprise, Taser, \$1,75.00; Baker & Taylor, books, \$211.08; Banner Associates, engineering, \$17,983.75; Batteries Plus, battery, \$50.30; Beal Distributing, beer, \$139.05; Beresford Cablevision, February billing, \$466.50; Beresford Municipal Telephone, February billing, \$2,133.32; Beresford Municipal Utilities, February billing, \$15,123.48; Blooston & Mordkofsky, Etal, service, \$735.25; Ramkota, lodging, \$419.96; Center Point Large Print, books, \$139.15, CHS Inc., fuel, \$6,185.28; Consortia, consulting, \$3,500.00; Core & Main, fittings, \$77.62;

Dakota Beverage, beer, \$215.90; Dan Hansen, refund, \$73.33; DGR Engineering, engineering, \$296.00, EFTSP, Federal Excise Tax, \$493.70; Evelyn Erickson, refund, \$24.75; Express Communications, settlements, \$1,558.45; Ferguson Waterworks, rainbird software, \$2,751.00; Fiesta Foods, food, \$263.46; Galls, handheld breath sensor, \$1,110.90; Cregg or Heidi Getman, refund, \$90.00; Hampton Inn, lodging, \$118.50; George or Kathy Harmon, refund, \$82.35; High Plains Technology, office 365, \$87.00; Jensen Agency, amended liability audit, \$2,177.00; Jerry's Chevrolet of Beresford, service, \$85.40; Johnson Brothers, liquor, \$457.93; Teresa Kaltenbach, refund, \$18.53;

Lynn Keiser, refund, \$17.64; Lewis & Clark RWS, water, \$25,597.89; Loffler, service, \$133.75; Ludens, snow bucket cutting edge, \$275.00; Lumen, toll settlement, \$89.66; MidAmerican Energy, natural gas, \$4,439.79; Mid America Computer Corp, billing fees, \$2,955.25; MidAmerican Research Chemical, supplies, \$2,531.77; Midwest Tape, DVD's, 22.49; Missouri River Energy, hydro/supplemental power, \$243,935.16; Mitchell Technical College, fiber workshop, \$150.00; Muller Auto Parts, supplies, \$304.87; National Cable Television, affiliate fees, \$26,031.14; New Century Press, publishing's, \$189.10; New York Life, insurance, \$108.00;

Northern Truck Equipment, sander repair, \$90.37; ODP Business Solutions, office supplies, \$145.50; Olson's Ace Hardware, supplies, \$766.39; Olson's Pest Technicians, service, \$338.00; Omni-Pro Software, load management system, \$3,449.60; Pederson Machine, refund, \$104.46; Performance Foodservice, food, \$1,049.88; Petty Cash, refill imprest funds, \$298.01; Power & Tel, transmission equipment, \$5,610.89; Precision Irrigation & Lawn, Snow plow supplies, \$5,386.00; Pro-Vision Solutions, magnet mount, \$319.28; Ben Reiter, mileage, \$20.00; Gary Roan, building inspections, \$695.00; SD Dept. of Health, labs, \$30.00; SD Dept of Revenue, sales tax, \$28,857.08;

SD Epath, E911 surcharge, \$492.50; SD Telecommunications Assoc, SDTA quarterly dues, \$2,973.75; SDN Communications, lease line expense, \$1,090.43; Showtime, affiliate fees, \$89.64; SF Two Way Radio, repair, \$516.47; Sturdevant's, supplies, \$150.78; Thermo King of SF, cutting edge, \$513.05; Alex Thompson, mileage & meals, \$94.50; Total Stop, fuel, \$2,632.59; Transource, cutting edge, \$310.80; Elwood Truman, refund, \$64.48; Unemployment Ins Div of SD, insurance, \$458.13; UPS, shipping fee, \$168.61; US Bank St Paul, administration fee, \$7,500; Utilismart Corp., service contract, \$3,066.75; Rob VanBallegooyen, meals, \$32.00; Vantage Point, CALEA, \$160.00; Washington National, group insurance, \$84.30; Wellmark BC/BS of SD, health insurance, \$42,465.08; WESCO, supplies, \$207.16.

**January 2023 Payroll Totals:**

Finance \$5653.78; Gov't Bldg. \$260.22; Police \$30,503.10; Street \$14,199.49; Parks \$13,313.09; Water \$10,732.43; Electric \$26,402.48; Sewer \$9415.98; Telephone \$29,255.05; Rubble/Recycling \$956.60; City Council \$7919.25; Library \$8423.02; City Admin \$8346.08; Golf Course \$7999.58; Clubhouse \$6489.45; Event Center \$662.33.

**Adjournment:** As there was no further business, Mayor Anderson adjourned the meeting at 8:18 p.m.

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Elaine Johnson, Finance Officer

**From:** Chief Michael Schurch <pdchief@bmtc.net>  
**Sent:** Tuesday, February 14, 2023 5:46 AM  
**To:** Jerry Zeimet  
**Subject:** Agenda items for next council meeting.  
**Attachments:** PT application Chet Moser..pdf; Humane society bill..pdf

Jerry,

I have a couple agenda items for the next council meeting on 02/21/2023.

- 1.) I have attached a P/T application for Chet Moser. Chet is a certified Officer that just recently retired in October of 2022. Chet is looking to keep his Law Enforcement certification active and will be able to help out filling shift for the Police Department. I would like Chet to be started at the standard P/T wage of \$25/Hr.
- 2.) Discuss purchase of a new Police vehicle in 2024. I would like to get this process started early and weigh my options for upcoming patrol vehicles, rotations, costs etc...
- 3.) The last item I would like to discuss is an invoice I received from the Sioux Falls Area Humane Society for \$209.00. This invoice was for rabies testing on 3 bats that were located in a residence in Beresford. I was not aware these bats were brought to the Humane Society, nor did I authorize the testing on these bats. I called the SF Humane Society and they informed me that since we have a contract with them, we were the ones to be billed for the testing, although they informed me that the home owner should be responsible for the payment. They also informed me that the homeowners have since brought another 5 bats to their location for rabies testing and another bill will be coming. The homeowners have been told by the Humane Society, that they will not accept anymore bats from these homeowners, as they have all tested negative for rabies. In a nutshell, my animal care fees budget is only \$350 for the year. The testing on these bats will put me well over my allotted budget for the year. I would like to impose that the City of Beresford bill the homeowners for the costs incurred for the rabies testing. This is a homeowner responsibility and the burden of payment should not fall on the City of Beresford. Attached you will find the invoice from the SF Humane Society.

Michael Schurch  
Chief of Police  
Beresford Police Department  
310 N 4th St.  
Beresford, SD 57004  
Ph: 605-763-2103  
Fax: 605-763-2060

**Sioux Falls Area Humane Society**  
3720 E Benson Road  
Sioux Falls, SD 57104  
+1 6053384441

# Invoice 4850

**BILL TO**  
City of Beresford  
Finance Office  
101 N. 3rd Street  
Beresford, SD 57004

|                           |                               |                               |
|---------------------------|-------------------------------|-------------------------------|
| <b>DATE</b><br>02/03/2023 | <b>PLEASE PAY</b><br>\$209.00 | <b>DUE DATE</b><br>03/05/2023 |
|---------------------------|-------------------------------|-------------------------------|

| DATE | ACTIVITY   | QTY | RATE   | AMOUNT |
|------|--|-----|--------|--------|
|      | <b>City Contract</b><br>City Contract January 2023 | 1   | 209.00 | 209.00 |

**TOTAL DUE** **\$209.00**

THANK YOU.





**jerry@bmtc.net**

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**From:** Chief Michael Schurch <pdchief@bmtc.net>  
**Sent:** Tuesday, February 14, 2023 7:26 AM  
**To:** Jerry Zeimetz  
**Subject:** Agenda item.  
**Attachments:** BPD Less Lethal Impact Munitions.doc

Jerry,

I had another item to add to the agenda for the council meeting on 02/21/23 but forgot to add it to the previous email. We have converted our department 12 Ga. shotguns to a less lethal alternative. I have written a policy that will cover less lethal impact munitions and attached to this email. I will also be sending a copy of this policy to the city attorney for his review, to see if it needs any adjustments. Sgt. Meinzer and I are already trained in less lethal impact munitions and the other three Officers will also be trained and certified to use this tool also. Once the policy is approved and the other Officers are trained, these less lethal shotguns will be placed into service. Let me know if you have any questions.

Thanks,

MS

Michael Schurch  
Chief of Police  
Beresford Police Department  
310 N 4th St.  
Beresford, SD 57004  
Ph: 605-763-2103  
Fax: 605-763-2060



# *Beresford Police Department*

## **Less Lethal Impact Munitions**

Effective 03-01-2023  
Beresford Police Department  
Policies and Procedures

### **Less Lethal Impact Munitions**

**Related Policies:** Response to Resistance

This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this Office for non-judicial administrative action in accordance with the laws governing employee discipline.

Applicable South Dakota Statutes:

#### **CALEA Standard:**

Beresford Police Chief, Michael Schurch  
Signature: Michael Schurch

**I. PURPOSE:** The purpose of this policy is to provide guidelines for the use of the less lethal "bean bag" shotgun and impact munitions.

**II. POLICY:** This Beresford Police Department (BPD) has issued less lethal "bean bag" shotguns and impact munitions to select trained officers, to provide an additional use-of-force options for gaining compliance of resistant or aggressive individuals in arrest and other enforcement situations. It is the policy of the BPD that personnel may use the less lethal bean bag shotgun when warranted, but only in accordance with the guidelines and procedures set forth in this directive and in the Response to Resistance Policy.

#### **III. PROCEDURE:**

**A.** BPD may issue dedicated less lethal shotguns for the sole purpose of discharging less lethal impact munition projectiles. All less lethal shotguns will be distinctively marked with an orange stock and orange fore end.



# *Beresford Police Department*

**B.** Only BPD issued and dedicated 12-gauge shotguns and issued less lethal “Super Sock” shells are authorized for use. The shotgun shall be clearly marked with an orange stock and orange fore end to distinguish its purpose.

**C.** Only officers who have been trained and demonstrated proficiency are authorized to use the less lethal “bean bag” shotgun and impact munitions. Initial training for impact munitions and the “bean bag” shotgun is a course provided by a certified instructor and approved by the Chief.

**D.** Any officers who carry a less lethal “bean bag” shotgun are prohibited from carrying another shotgun or lethal shotgun ammunition.

**E. Deployment:** Officers, who are properly trained, are authorized to use Agency issued less-lethal “bean bag” shotguns as an alternative to resolve incidents in a less-lethal manner; to protect officers and other persons from harm; to protect a suspect / subject from self-inflicted injury; or to end incidents involving combative, armed / believed to be armed, or violent suspects. Officers shall not interpret this policy to mean that a bean bag shotgun replaces the use of deadly force when deadly force is justified. These weapons may be deployed (consistent with training) in circumstances including, but not limited to, the following:

1. Suicidal subject (where a weapon is displayed);.
2. Subject armed with a knife or other weapon (not firearm);.
3. Subject violently resisting arrest, where the use of other defensive weapons or tactics would place Officers at risk by being in contact range of the suspect;.
4. Hostile or aggressive animals where the discharge of a firearm would be inappropriate;.

**F. Weapon Discharge:** Prior to discharging a less-lethal shotgun for a law enforcement purpose, the operator will identify themselves and state their intention to shoot, when feasible. The operator will also announce their intent to discharge the weapon by stating “bean bag,” to warn other officers. The Officer deploying the weapon should ensure that notification is given and acknowledged. Once the operator has stopped firing the weapon, the operator should announce that he/she has ceased firing, by stating “all clear.” This will allow other Officers to effect an arrest, when practical.



# Beresford Police Department

**G. Targeting:** All rounds fired with the less lethal weapon will be in compliance with the Officer's training with respect to shot placement on the suspect's body. Less-lethal impact weapons have the potential for causing death or serious injury. Intentional impacts to the:

1. head,
2. neck,
3. throat,
4. heart,
5. spine, or
6. other areas of the body, which the Officer should know will cause great bodily harm or death, are to be avoided unless the use of deadly force is justified.

## **H. Transport of the Less Lethal Shotgun:**

1. The Less Lethal Impact Munitions Shotgun will be issued with a designated number of ammunition rounds. **NO CONVENTIONAL AMMUNITION** (buckshot, slug, etc.) will be placed in or carried with the less lethal "bean bag" shotgun.

2. While in the designated gun rack, the less lethal "bean bag" shotgun will be carried in a **SAFE STORAGE** condition. **SAFE STORAGE** condition is:

- a. Action Closed
- b. Chamber empty
- c. Magazine tube with **four** rounds in the tube
- d. Safety ON

**I. Post Deployment Mandatory Medical Attention:** All persons who have been shot with impact munitions will be transported to the closest hospital for treatment and observation. Officers, with supervisor approval may transport to the hospital, provided that it appears the persons injuries are superficial. For all other injuries' EMS must be notified.

## **J. Reporting Procedures:** All discharges shall be reported:

1. Accidental discharges as well as intentional uses of the less lethal "bean bag" shotgun will be reported to the immediate supervisor as soon as possible.
2. A Case Report along with any other incident and supplement reports will be completed following all discharges of impact munitions except during training.



# *Beresford Police Department*

3. Officers shall attempt to photograph the area of impact. Depending on the location of the impact, a same sex Officer or medical personnel shall take the photograph. The photographs shall be included with the report.

## **K. Supervisor Responsibilities:**

1. Immediately document all incidents of less lethal "bean bag" shotgun deployment.
2. Ensure proper medical attention is requested.
3. Ensure all Officers receive training in the use of less lethal "bean bag" shotgun deployment and this policy.



Proposed Electric Loop -

# City of Beresford

## Budget to Actual - Income Statement Comparison (without Transfers)

JANUARY 2023

| Department/Fund           | 2023 - Actual |               | 2023 - Budget    |                  | 2023 - Budget      |                    | Over(Under) Budget |                    | Profit/Loss    |
|---------------------------|---------------|---------------|------------------|------------------|--------------------|--------------------|--------------------|--------------------|----------------|
|                           | YTD Revenue   | YTD Expense   | Revenue          | Expense          | Revenue            | Expense            | Revenue            | Expense            |                |
| General Fund              | \$ 86,116.80  | \$ 221,909.28 | \$ 2,470,115.00  | \$ 2,571,694.00  | \$ (2,383,998.20)  | \$ (2,349,784.72)  | \$ (2,383,998.20)  | \$ (2,349,784.72)  | \$ (34,213.48) |
| Council                   |               | 9,645.17      |                  | 70,515.00        |                    | (60,869.83)        |                    | (60,869.83)        |                |
| Mayor                     |               | 1,455.47      |                  | 10,650.00        |                    | (9,194.53)         |                    | (9,194.53)         |                |
| City Administrator        |               | 11,505.44     |                  | 163,740.00       |                    | (152,234.56)       |                    | (152,234.56)       |                |
| Finance Office            |               | 13,556.35     |                  | 160,580.00       |                    | (147,023.65)       |                    | (147,023.65)       |                |
| City Attny                |               | 1,928.75      |                  | 26,800.00        |                    | (24,871.25)        |                    | (24,871.25)        |                |
| Gov't Bldg                |               | 1,834.22      |                  | 20,495.00        |                    | (18,660.78)        |                    | (18,660.78)        |                |
| Police                    |               | 58,377.25     |                  | 546,870.00       |                    | (488,492.75)       |                    | (488,492.75)       |                |
| Fire                      |               | 4,207.11      |                  | 77,950.00        |                    | (73,742.89)        |                    | (73,742.89)        |                |
| Street                    |               | 36,928.37     |                  | 677,629.00       |                    | (640,700.63)       |                    | (640,700.63)       |                |
| Mosquito                  |               | -             |                  | -                |                    | -                  |                    | -                  |                |
| Park                      |               | 17,821.21     |                  | 315,035.00       |                    | (297,213.79)       |                    | (297,213.79)       |                |
| Pool                      | 640.00        | 4,980.65      | 38,000.00        | 127,605.00       | (37,360.00)        | (122,624.35)       | (37,360.00)        | (122,624.35)       | 85,264.35      |
| Subsidies                 |               | 41,000.00     |                  | 67,500.00        |                    | (26,500.00)        |                    | (26,500.00)        |                |
| Library                   |               | 18,306.08     |                  | 295,535.00       |                    | (277,228.92)       |                    | (277,228.92)       |                |
| Planning & Zoning         |               | 363.21        |                  | 10,790.00        |                    | (10,426.79)        |                    | (10,426.79)        |                |
| Debt Serv/201&301         | \$ 53,794.43  | \$ -          | \$ 533,157.00    | \$ 533,157.00    | \$ (479,362.57)    | \$ (533,157.00)    | \$ (479,362.57)    | \$ (533,157.00)    | \$ 53,794.43   |
| Liquor - 601              | \$ -          | \$ -          | \$ -             | \$ -             | \$ -               | \$ -               | \$ -               | \$ -               | \$ -           |
| Water - 602               | \$ 54,949.71  | \$ 45,115.87  | \$ 759,445.00    | \$ 765,402.26    | \$ (704,495.29)    | \$ (720,286.39)    | \$ (704,495.29)    | \$ (720,286.39)    | \$ 15,791.10   |
| Electric - 603            | \$ 378,001.66 | \$ 302,755.73 | \$ 5,986,500.00  | \$ 5,823,586.00  | \$ (5,608,498.34)  | \$ (5,520,830.27)  | \$ (5,608,498.34)  | \$ (5,520,830.27)  | \$ (87,668.07) |
| Sewer - 604               | \$ 28,787.83  | \$ 18,004.58  | \$ 357,485.00    | \$ 349,783.00    | \$ (328,697.17)    | \$ (331,778.42)    | \$ (328,697.17)    | \$ (331,778.42)    | \$ 3,081.25    |
| Telephone - 611           | \$ 173,094.20 | \$ 98,512.21  | \$ 1,702,055.00  | \$ 1,660,477.00  | \$ (1,528,960.80)  | \$ (1,561,964.79)  | \$ (1,528,960.80)  | \$ (1,561,964.79)  | \$ 33,003.99   |
| Solid Waste - 612         | \$ 15,701.00  | \$ 12,408.97  | \$ 227,695.00    | \$ 205,790.00    | \$ (211,994.00)    | \$ (193,381.03)    | \$ (211,994.00)    | \$ (193,381.03)    | \$ (18,612.97) |
| Cablevision - 615         | \$ 33,816.25  | \$ 31,878.17  | \$ 444,740.00    | \$ 440,450.00    | \$ (410,923.75)    | \$ (408,571.83)    | \$ (410,923.75)    | \$ (408,571.83)    | \$ (2,351.92)  |
| Bridges at Beresford      |               |               |                  |                  |                    |                    |                    |                    |                |
| Golf Course 640-4510      | \$ 6,492.30   | \$ 11,718.55  | \$ 488,465.00    | \$ 272,859.00    | \$ 6,492.30        | \$ (261,140.45)    | \$ 6,492.30        | \$ (261,140.45)    |                |
| Club House 640-4511/384   | \$ 8,889.72   | \$ 16,316.18  | \$ 56,200.00     | \$ 441,370.00    | \$ (47,310.28)     | \$ (425,053.82)    | \$ (47,310.28)     | \$ (425,053.82)    |                |
| Event Center 640-4512/385 | \$ 15,382.02  | \$ 31,321.75  | \$ 544,665.00    | \$ 58,980.00     | \$ (40,817.98)     | \$ (55,692.98)     | \$ (40,817.98)     | \$ (55,692.98)     |                |
| Enterprise Totals         | \$ 699,732.67 | \$ 539,997.28 | \$ 10,022,585.00 | \$ 10,018,697.26 | \$ (8,834,387.33)  | \$ (9,478,699.98)  | \$ (8,834,387.33)  | \$ (9,478,699.98)  | \$ 644,312.65  |
| General Fund Total        | \$ 139,911.23 | \$ 221,909.28 | \$ 3,003,272.00  | \$ 3,104,851.00  | \$ (2,863,360.77)  | \$ (2,882,941.72)  | \$ (2,863,360.77)  | \$ (2,882,941.72)  | \$ 19,580.95   |
| Overall Totals            | \$ 839,643.90 | \$ 761,906.56 | \$ 13,025,857.00 | \$ 13,123,548.26 | \$ (11,697,748.10) | \$ (12,361,641.70) | \$ (11,697,748.10) | \$ (12,361,641.70) | \$ 663,893.60  |
|                           |               | 6.45%         |                  | 5.81%            |                    |                    |                    |                    |                |



CITY OF BERESFORD  
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR PERIOD ENDING JANUARY 2023

Enterprise Funds

|  | General/ Gov't Fund | Liquor Fund | Water Fund       | Electric Fund     | Sewer Fund       | Telephone Fund    | Garbage Fund     | Golf Course        | Cablevision      | Total             |
|--|---------------------|-------------|------------------|-------------------|------------------|-------------------|------------------|--------------------|------------------|-------------------|
| <b>Revenues</b>  |                     |             |                  |                   |                  |                   |                  |                    |                  |                   |
| 310 Taxes  | \$ 111,775.75       |             |                  |                   |                  |                   |                  |                    |                  | \$ 111,775.75     |
| 320 Licenses and Permits                               | 65.00               |             |                  |                   |                  |                   |                  |                    |                  | 65.00             |
| 330 Intergovernmental Revenue                          | 12,236.16           |             |                  |                   |                  |                   |                  |                    |                  | 12,236.16         |
| 340/370/380 Charges for Good and Services              | 1,631.00            |             | 54,917.92        | 374,575.20        | 28,616.38        | 171,495.35        | 15,579.00        | 15,382.02          | 32,553.50        | 694,750.37        |
| 350 Fines and Forfeits                                 | -                   |             |                  |                   |                  |                   |                  |                    |                  | -                 |
| 360 Miscellaneous Revenue                              | 13,171.11           |             | 54,917.92        | 374,575.20        | 28,616.38        | 171,495.35        | 15,579.00        | 15,382.02          | 1,232.91         | 14,404.02         |
| <b>Total Revenues</b>                                  | <b>138,879.02</b>   | <b>-</b>    | <b>54,917.92</b> | <b>374,575.20</b> | <b>28,616.38</b> | <b>171,495.35</b> | <b>15,579.00</b> | <b>15,382.02</b>   | <b>33,786.41</b> | <b>833,231.30</b> |
| <b>Expenditures</b>                                    |                     |             |                  |                   |                  |                   |                  |                    |                  |                   |
| 410 Mayor/ Council/ Atty/ City Admin/ FO               | 39,925.40           |             |                  |                   |                  |                   |                  |                    |                  | 39,925.40         |
| 420 Police and Fire                                    | 62,584.36           |             |                  |                   |                  |                   |                  |                    |                  | 62,584.36         |
| 430 Street   | 36,928.37           |             |                  |                   |                  |                   |                  |                    |                  | 36,928.37         |
| 440 Mosquito   | -                   |             |                  |                   |                  |                   |                  |                    |                  | -                 |
| 452/453 Parks/Pool                                     | 22,801.86           |             |                  |                   |                  |                   |                  |                    |                  | 22,801.86         |
| 454 Subsidies  | 41,000.00           |             |                  |                   |                  |                   |                  |                    |                  | 41,000.00         |
| 455 Library  | 18,306.08           |             |                  |                   |                  |                   |                  |                    |                  | 18,306.08         |
| 460 Planning & Zoning                                  | 363.21              |             |                  |                   |                  |                   |                  |                    |                  | 363.21            |
| 470 Debt Service                                       | -                   |             |                  |                   |                  |                   |                  |                    |                  | -                 |
| 410 Employee Expense                                   | -                   |             | 15,405.75        | 40,778.99         | 13,790.82        | 48,239.85         | 1,864.14         | 20,767.59          | 31,029.37        | 171,876.51        |
| 420 Other Current Expenses                             | 7,175.00            |             | 29,108.19        | 11,990.05         | 3,923.63         | 48,140.44         | 10,185.86        | 5,685.38           | 350.00           | 116,558.55        |
| 4262 Materials (COS)                                   | -                   |             | 601.93           | 249,986.69        | 290.13           | 2,131.92          | 358.97           | 4,868.78           | 498.80           | 258,737.22        |
| <b>Total Expenditures</b>                              | <b>229,084.28</b>   | <b>-</b>    | <b>45,115.87</b> | <b>302,755.73</b> | <b>18,004.58</b> | <b>98,512.21</b>  | <b>12,408.97</b> | <b>31,321.75</b>   | <b>31,878.17</b> | <b>769,081.56</b> |
| <b>Excess of Revenue Over Expenditures</b>             | <b>(90,205.26)</b>  | <b>-</b>    | <b>9,802.05</b>  | <b>71,819.47</b>  | <b>10,611.80</b> | <b>72,983.14</b>  | <b>3,170.03</b>  | <b>(15,939.73)</b> | <b>1,908.24</b>  | <b>64,149.74</b>  |
| <b>Other Financing Sources (Uses):</b>                 |                     |             |                  |                   |                  |                   |                  |                    |                  |                   |
| Investment Earnings                                    | 1,032.21            |             | 31.79            | 3,426.46          | 171.45           | 1,598.85          | 122.00           | 128.84             | 29.84            | 6,541.44          |
| Interest Expense                                       | -                   |             | -                | -                 | -                | -                 | -                | -                  | -                | -                 |
| Debt Paydown   | -                   |             | -                | -                 | -                | -                 | -                | -                  | -                | -                 |
| Transfers In (Out)                                     | -                   |             | -                | -                 | -                | -                 | -                | -                  | -                | -                 |
| Long-term Debt Issued                                  | -                   |             | -                | -                 | -                | -                 | -                | -                  | -                | -                 |
| Sale of Fixed Assets                                   | -                   |             | -                | -                 | -                | -                 | -                | -                  | -                | -                 |
| <b>Total Other Financing Sources (Uses)</b>            | <b>1,032.21</b>     | <b>-</b>    | <b>31.79</b>     | <b>3,426.46</b>   | <b>171.45</b>    | <b>1,598.85</b>   | <b>122.00</b>    | <b>128.84</b>      | <b>29.84</b>     | <b>6,541.44</b>   |
| <b>Net Position/Change in Fund Balance</b>             | <b>(89,173.05)</b>  | <b>-</b>    | <b>9,833.84</b>  | <b>75,245.93</b>  | <b>10,783.25</b> | <b>74,581.99</b>  | <b>3,292.03</b>  | <b>(15,810.89)</b> | <b>1,938.08</b>  | <b>70,691.18</b>  |
| <b>***Net Cash Inflow(Outflow) BEFORE Transfers***</b> | <b>(89,173.05)</b>  | <b>-</b>    | <b>9,833.84</b>  | <b>75,245.93</b>  | <b>10,783.25</b> | <b>74,581.99</b>  | <b>3,292.03</b>  | <b>(15,810.89)</b> | <b>1,938.08</b>  | <b>70,691.18</b>  |

CITY OF BERESFORD  
STATEMENT OF NET POSITION  
AS OF JANUARY 2023

|  | Enterprise Funds       |             |                |                 |                |                 |               |                |               |  | Total              |  |
|--|------------------------|-------------|----------------|-----------------|----------------|-----------------|---------------|----------------|---------------|--|--------------------|--|
|  | General/<br>Gov't Fund | Liquor Fund | Water Fund     | Electric Fund   | Sewer Fund     | Telephone Fund  | Garbage Fund  | Golf Course    | Cablevision   |  |                    |  |
| <b>ASSETS:</b>                                     |                        |             |                |                 |                |                 |               |                |               |  |                    |  |
| <b>Current Assets:</b>                             |                        |             |                |                 |                |                 |               |                |               |  |                    |  |
| 100 Cash and Cash Equivalents                      | \$ 1,846,491.19        | \$ -        | \$ 172,894.27  | \$ 1,731,784.97 | \$ 5,871.90    | \$ 1,797,691.05 | \$ 211,692.97 | \$ (14,546.38) | \$ 162,220.51 |  | \$ 5,914,100.48    |  |
| 110 Taxes Receivable - Delinquent                  | 10,602.23              | -           | -              | 446,343.12      | 32,004.02      | 202,239.62      | 22,286.54     | -              | 1,126.36      |  | \$ 10,602.23       |  |
| 115 Accounts Receivable, Net                       | 33,070.19              | -           | 45,839.50      |                 |                |                 |               |                |               |  | \$ 749,839.16      |  |
| 128 Notes Receivable                               | 61,540.30              | -           | -              |                 |                |                 |               |                |               |  | \$ 33,070.19       |  |
| 131 Due from Golf Course/Community Center          | 176,845.69             | -           | -              |                 |                |                 |               |                |               |  | \$ 61,540.30       |  |
| 132 Due from Other Governments                     | 80,308.55              | -           | 53,606.34      | 951,220.15      | 20,026.58      | 39,223.92       |               | 19,009.66      | 10,902.25     |  | \$ 176,845.69      |  |
| 141 Inventory of Supplies                          | 516,778.61             | -           | 17,200.00      | 979,972.50      | 53,737.18      | 404,244.93      | 26,202.36     | 40,635.47      | -             |  | \$ 1,174,297.45    |  |
| 142 Inventory of Resale Items                      | 70,702.68              | -           | 13,323.72      | 29,312.38       | 7,368.72       | 39,423.81       | 1,905.75      |                |               |  | \$ -               |  |
| 151 Investments-SDFIT                              | 2,796,339.44           | -           | 302,863.83     | 4,138,633.12    | 119,008.40     | 2,482,823.33    | 262,087.62    | 20,897.28      | 174,249.12    |  | \$ 2,038,771.05    |  |
| 155 Prepaid Expenses                               |                        |             |                |                 |                |                 |               |                |               |  | \$ -               |  |
| <b>Total Current Assets</b>                        |                        |             |                |                 |                |                 |               |                |               |  | \$ 182,934.34      |  |
|  |                        |             |                |                 |                |                 |               |                |               |  | \$ 10,342,000.89   |  |
| <b>Noncurrent Assets:</b>                          |                        |             |                |                 |                |                 |               |                |               |  |                    |  |
| 107.1 Restricted Cash and Cash Equivalents         | 396,509.24             |             |                | 511,653.08      |                | 89,490.00       |               |                |               |  | \$ 997,652.32      |  |
| 154 Deposits                                       |                        |             |                | 17,206.26       |                | 9,736.13        |               |                |               |  | \$ 26,942.39       |  |
| 157 Unamortized Discounts on Bonds Sold            |                        |             |                |                 |                |                 |               |                |               |  | \$ -               |  |
| <b>Capital Assets: (not including gov't funds)</b> |                        |             |                |                 |                |                 |               |                |               |  |                    |  |
| 160 Land   | 577,044.92             |             |                | 22,249.94       | 19,000.00      | 15,300.00       | 62,930.82     | 301,267.92     |               |  | \$ 1,028,532.02    |  |
| 162 Buildings                                      | 3,344,126.50           |             | 30,738.42      | 218,654.18      |                | 322,853.54      | 65,344.70     | 1,522,624.34   |               |  | \$ 6,543,087.51    |  |
| 164 Improvements Other Than Buildings              | 7,276,283.45           |             | 1,069,484.25   | 6,375,592.05    | 4,871,411.38   | 51,194.78       | 1,757,972.50  | 585,265.85     |               |  | \$ 25,696,329.87   |  |
| 166 Machinery and Equipment                        | 2,250,405.69           |             | 81,069.33      | 1,390,139.34    | 171,674.75     | 5,127,917.85    | 46,623.15     | 292,085.97     | 328,486.34    |  | \$ 9,688,402.42    |  |
| 168 Construction in Progress                       | 322,052.24             |             | (2,512,089.28) | 7,189,284.55    | (1,699,310.40) | 5,177,795.89    | (112,335.74)  | (1,287,297.85) | (887,360.85)  |  | \$ 12,689,132.68   |  |
| Less: Accumulated Depreciation                     | (6,252,588.33)         |             | 1,370,412.24   | (5,445,372.87)  |                | (4,902,536.99)  |               | 35,864.53      | (17,932.27)   |  | \$ (23,098,892.31) |  |
| 190 Intangible Assets                              |                        |             |                |                 |                |                 |               |                |               |  | \$ 1,406,276.77    |  |
| Less: Accumulated Amortization                     |                        |             |                |                 |                |                 |               |                |               |  | \$ (17,932.27)     |  |
| <b>Total Noncurrent Assets</b>                     |                        |             |                |                 |                |                 |               |                |               |  | \$ 34,959,531.40   |  |
| <b>TOTAL ASSETS</b>                                |                        |             |                |                 |                |                 |               |                |               |  | \$ 45,301,532.29   |  |

**BANK CASH REPORT**  
2023

| BANK FUND GL                     | BANK NAME                      | DECEMBER CASH BALANCE | JANUARY RECEIPTS | JANUARY DISBURSMENTS | JANUARY CASH BALANCE | OUTSTANDING TRANSACTIONS | JAN BANK BALANCE |
|----------------------------------|--------------------------------|-----------------------|------------------|----------------------|----------------------|--------------------------|------------------|
| <b>FIRST SAVINGS BANK</b>        |                                |                       |                  |                      |                      |                          |                  |
| -----                            |                                |                       |                  |                      |                      |                          |                  |
| BANK                             | FIRST SAVINGS BANK             |                       |                  |                      |                      |                          | 5,971,297.84     |
| 101                              | General Checking Account       | 592,319.02            | 85,881.31        | 318,997.93           | 359,202.40           |                          |                  |
| 101                              | Bad Check Account              | 554.34                | 0.00             | 0.00                 | 554.34               | 47,118.98                |                  |
| 201                              | Second Penny                   | 568,053.71            | 52,762.22        | 0.00                 | 620,815.93           |                          |                  |
| 211                              | Gross Receipts Tax             | 861,207.82            | 4,310.70         | 0.00                 | 865,518.52           |                          |                  |
| 301                              | Debt Svc-Clubhouse/Event Cntr  | 0.00                  | 0.00             | 0.00                 | 0.00                 |                          |                  |
| 302                              | Debt Svc - TIF District        | 0.00                  | 0.00             | 0.00                 | 0.00                 |                          |                  |
| 303                              | Debt Service - Public Safety   | 0.00                  | 0.00             | 0.00                 | 0.00                 |                          |                  |
| 304                              | Drinking WA 1 SRF              | 0.00                  | 0.00             | 0.00                 | 0.00                 |                          |                  |
| 305                              | Clean WA 2 SRF                 | 0.00                  | 0.00             | 0.00                 | 0.00                 |                          |                  |
| 306                              | Drinking WA 2 DOT              | 0.00                  | 0.00             | 0.00                 | 0.00                 |                          |                  |
| 307                              | Clean WA 1 DOT                 | 0.00                  | 0.00             | 0.00                 | 0.00                 |                          |                  |
| 308                              | HYBRID TURKEY TIF - CASH       | 0.00                  | 0.00             | 0.00                 | 0.00                 |                          |                  |
| 509                              | GRACE V NELSON EXPANSION 2022  | 0.00                  | 7,175.00         | 7,175.00             | 0.00                 |                          |                  |
| 601                              | Municipal Liquor Store         | 0.00                  | 0.00             | 0.00                 | 0.00                 | 385.72                   |                  |
| 602                              | Water                          | 175,832.17            | 60,664.25        | 63,602.15            | 172,894.27           | 435.63                   |                  |
| 603                              | Electric                       | 2,184,148.56          | 416,059.80       | 868,423.39           | 1,731,784.97         | 1,662.00                 |                  |
| 604                              | Sewer                          | 8,875.17              | 31,115.21        | 34,118.48            | 5,871.90             | 234.66                   |                  |
| 611                              | Telephone                      | 1,924,001.22          | 183,826.08       | 310,136.25           | 1,797,691.05         | 3,080.19                 |                  |
| 612                              | Solid Waste                    | 208,314.77            | 16,789.91        | 13,411.71            | 211,692.97           | 5,464.63                 |                  |
| 615                              | Cablevision                    | 159,985.10            | 36,204.89        | 33,969.48            | 162,220.51           |                          |                  |
| 640                              | Bridges Golf Course            | 0.00                  | 17,026.39        | 32,972.77            | 15,946.38-           | 1,034.62                 |                  |
| 750                              | Trust & Agency                 | 0.00                  | 0.00             | 0.00                 | 0.00                 |                          |                  |
| 900                              | General Fixed Assets           | 0.00                  | 0.00             | 0.00                 | 0.00                 |                          |                  |
| 999                              | General Long Term Debt         | 0.00                  | 0.00             | 0.00                 | 0.00                 |                          |                  |
|                                  | DEPOSITS                       |                       |                  |                      |                      | 769.07                   |                  |
|                                  | WITHDRAWALS                    |                       |                  |                      |                      | 50.00                    |                  |
|                                  | TRANSFER-OUT                   |                       |                  |                      |                      | 300.00-                  |                  |
|                                  | -----                          | -----                 | -----            | -----                | -----                | -----                    | -----            |
|                                  | FIRST SAVINGS BANK TOTALS      | 6,683,291.88          | 911,815.76       | 1,682,807.16         | 5,912,300.48         | 58,997.36                | 5,971,297.84     |
| <b>FSB- CABLEVISION CHECKING</b> |                                |                       |                  |                      |                      |                          |                  |
| -----                            |                                |                       |                  |                      |                      |                          |                  |
| BANK                             | FSB- CABLEVISION CHECKING      |                       |                  |                      |                      |                          |                  |
| 615                              | CATV CHECKING ACCOUNT          | 0.00                  | 0.00             | 0.00                 | 0.00                 |                          |                  |
| 640                              | CATV CHECKING ACCOUNT          | 0.00                  | 0.00             | 0.00                 | 0.00                 |                          |                  |
|                                  | -----                          | -----                 | -----            | -----                | -----                | -----                    | -----            |
|                                  | FSB- CABLEVISION CHECKING TOTA | 0.00                  | 0.00             | 0.00                 | 0.00                 | 0.00                     | 0.00             |
| <b>FSB- CSDP CHECKING</b>        |                                |                       |                  |                      |                      |                          |                  |
| -----                            |                                |                       |                  |                      |                      |                          |                  |
| BANK                             | FSB- CSDP CHECKING             |                       |                  |                      |                      |                          | 26,742.39        |
| 603                              | ELECTRIC-CUSTOMER DEPOSITS     | 17,730.61             | 1,300.73         | 1,825.08             | 17,206.26            |                          |                  |
| 611                              | TELEPHONE-CUSTOMER DEPOSITS    | 10,235.71             | 500.42           | 1,000.00             | 9,736.13             | 100.00                   |                  |
|                                  | TRANSFER-IN                    |                       |                  |                      |                      | 300.00                   |                  |
|                                  | -----                          | -----                 | -----            | -----                | -----                | -----                    | -----            |
|                                  | FSB- CSDP CHECKING TOTALS      | 27,966.32             | 1,801.15         | 2,825.08             | 26,942.39            | 200.00-                  | 26,742.39        |

### BANK CASH REPORT 2023

| BANK NAME<br>FUND GL NAME          | DECEMBER<br>CASH BALANCE | JANUARY<br>RECEIPTS | JANUARY<br>DISBURSMENTS | JANUARY<br>CASH BALANCE | OUTSTANDING<br>TRANSACTIONS | JAN BANK<br>BALANCE |
|------------------------------------|--------------------------|---------------------|-------------------------|-------------------------|-----------------------------|---------------------|
| 1ST DAKOTA NATL BANK-CHECKING      |                          |                     |                         |                         |                             |                     |
| BANK 1ST DAKOTA NATL BANK-CHECKING |                          |                     |                         |                         |                             | 101,021.82          |
| 601 VIDEO LOTTERY CHECKING         | 0.00                     | 0.00                | 0.00                    | 0.00                    |                             |                     |
| TRANSFER-OUT                       |                          |                     |                         |                         | 101,021.82-                 |                     |
| 1ST DAKOTA NATL BANK-CHECKING      | 0.00                     | 0.00                | 0.00                    | 0.00                    | 101,021.82                  | 101,021.82          |
| 1ST DAKOTA NATL BANK- SAVINGS      |                          |                     |                         |                         |                             |                     |
| BANK 1ST DAKOTA NATL BANK- SAVINGS |                          |                     |                         |                         |                             | 247.24              |
| 601 VIDEO LOTTERY SAVINGS          | 0.00                     | 0.00                | 0.00                    | 0.00                    |                             |                     |
| TRANSFER-OUT                       |                          |                     |                         |                         | 247.24-                     |                     |
| 1ST DAKOTA NATL BANK- SAVINGS      | 0.00                     | 0.00                | 0.00                    | 0.00                    | 247.24                      | 247.24              |
| SD PUBLIC FUNDS IN TRUST           |                          |                     |                         |                         |                             |                     |
| BANK SD PUBLIC FUNDS IN TRUST      |                          |                     |                         |                         |                             | 2,038,771.05        |
| 101 GENERAL FUND SD FIT            | 103,165.56               | 85,660.90           | 0.00                    | 188,826.46              |                             |                     |
| 201 SECOND PENNY FUND SD FIT       | 324,514.03               | 1,032.21            | 0.00                    | 325,546.24              |                             |                     |
| 302 DEBT SERVICE - TIF DIST.       | 2,405.91                 | 0.00                | 0.00                    | 2,405.91                |                             |                     |
| 506 SWIMMING POOL - CAP PROJECT    | 0.00                     | 0.00                | 0.00                    | 0.00                    |                             |                     |
| 602 WATER SD FIT                   | 0.00                     | 17,200.00           | 0.00                    | 17,200.00               |                             |                     |
| 603 ELECTRIC SD FIT                | 451,865.30               | 528,107.20          | 0.00                    | 979,972.50              |                             |                     |
| 604 SEWER SD FIT                   | 38,566.80                | 15,170.38           | 0.00                    | 53,737.18               |                             |                     |
| 611 TELEPHONE SD FIT               | 202,963.19               | 201,281.74          | 0.00                    | 404,244.93              |                             |                     |
| 612 SOLID WASTE SD FIT             | 26,119.29                | 83.07               | 0.00                    | 26,202.36               |                             |                     |
| 615 CABLEVISION SD FIT             | 0.00                     | 0.00                | 0.00                    | 0.00                    |                             |                     |
| 640 BRIDGES GOLF COURSE SD FIT     | 40,506.63                | 128.84              | 0.00                    | 40,635.47               |                             |                     |
| SD PUBLIC FUNDS IN TRUST TOTAL     | 1,190,106.71             | 848,664.34          | 0.00                    | 2,038,771.05            | 0.00                        | 2,038,771.05        |
| <hr/> <hr/>                        |                          |                     |                         |                         |                             |                     |
| TOTAL OF ALL BANKS                 | 7,901,364.91             | 1,762,281.25        | 1,685,632.24            | 7,978,013.92            | 160,066.42                  | 8,138,080.34        |
| <hr/> <hr/>                        |                          |                     |                         |                         |                             |                     |



Banner Associates, Inc.  
409 22nd Avenue South  
Brookings, SD 57006  
Tel 605.692.6342  
Toll Free 855.323.6342  
[www.bannerassociates.com](http://www.bannerassociates.com)

February 17, 2023

Jerry Zeimetz – City Administrator  
City of Beresford  
101 North Third Street  
Beresford, South Dakota 57004

Re: Award Recommendation – Beresford Ballfield Addition  
BAI. No. 23651.00.00

Dear Jerry:

Attached hereto is one (1) copy of the Certified Bid Tabulation for the Beresford Ballfield Addition project. Bids were received and opened on February 16, 2023 for the unit price base bid project. There were 3 Bid Alternates for substitute items but are not included in the basis of award. There were four bids opened that ranged from \$1,745,700.00 to \$2,229,435.15. The low bid was submitted by Parkway Construction from Tea, SD. The engineer's estimate was \$1,865,000.

Documentation submitted with the Bid appears to be in order and out understanding Parkway Construction has completed similar projects for the City of Sioux Falls. Parkway Construction is the low, responsive, responsible Bidder for the Council to consider for award of the Project. We have requested a list of subcontractors and will forward once received.

We look forward to our continued work on this project. If you have any questions, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink that reads "Pat Carey, PE".

Pat Carey, PE  
Banner Associates, Inc.

Encl. Certified Bid Tabulation



# Bid Results

**PROJECT** Beresford Ballfield Addition  
**LOCATION** Beresford, South Dakota  
**DATE** February 16, 2023

BAI NO 23651.00

**Certified By:** Pat Carey, PE  
**Date:** 2/17/2023

| ITEM NO. | QTY     | UNIT     | DESCRIPTION OF WORK AND MATERIALS                                    | Engineer's Estimate |              |              | Parkway Construction<br>10% Bid Bond |             |              | Schwartzale Construction, LLC<br>10% Bid Bond |              |             | Metro Construction<br>10% Bid Bond |             |              | 60S Companies, Inc.<br>10% Bid Bond |              |  |
|----------|---------|----------|--|---------------------|--------------|--------------|--------------------------------------|-------------|--------------|---|--------------|-------------|------------------------------------|-------------|--------------|-------------------------------------|--------------|--|
|          |         |          |  | UNIT PRICE          | TOTAL        | UNIT PRICE   | TOTAL                                | UNIT PRICE  | TOTAL        | UNIT PRICE                                    | TOTAL        | UNIT PRICE  | TOTAL                              | UNIT PRICE  | TOTAL        |                                     |              |  |
| 1        | 1       | Lump Sum | Traffic Control  | \$1,000.00          | \$1,000.00   | \$2,000.00   | \$2,000.00                           | \$1,000.00  | \$1,000.00   | \$444.50                                      | \$444.50     | \$600.00    | \$600.00                           | \$600.00    | \$600.00     | \$600.00                            | \$600.00     |  |
| 2        | 1       | Lump Sum | Mobilization   | \$79,287.90         | \$79,287.90  | \$112,159.50 | \$112,159.50                         | \$66,679.50 | \$66,679.50  | \$278,656.66                                  | \$278,656.66 | \$75,000.00 | \$75,000.00                        | \$75,000.00 | \$75,000.00  | \$75,000.00                         | \$75,000.00  |  |
| 3        | 25      | Each     | Compaction - Moisture / Density Tests                                | \$150.00            | \$3,750.00   | \$120.00     | \$3,000.00                           | \$250.00    | \$6,250.00   | \$192.50                                      | \$4,812.50   | \$350.00    | \$8,750.00                         | \$350.00    | \$8,750.00   | \$350.00                            | \$8,750.00   |  |
| 4        | 201.1   | Ton      | Granular Embankment  | \$30.00             | \$6,033.00   | \$20.00      | \$4,022.00                           | \$30.00     | \$6,033.00   | \$35.00                                       | \$7,038.50   | \$32.75     | \$6,586.09                         | \$32.75     | \$6,586.09   | \$32.75                             | \$6,586.09   |  |
| 5        | 11.9    | Ton      | Pipe Foundation Material   | \$30.00             | \$357.00     | \$20.00      | \$238.00                             | \$35.00     | \$416.50     | \$416.50                                      | \$416.50     | \$35.00     | \$416.50                           | \$35.00     | \$416.50     | \$35.00                             | \$416.50     |  |
| 6        | 4       | Each     | Adjustment of Valve Boxes  | \$400.00            | \$1,600.00   | \$200.00     | \$800.00                             | \$350.00    | \$1,400.00   | \$350.00                                      | \$1,400.00   | \$150.00    | \$600.00                           | \$150.00    | \$600.00     | \$150.00                            | \$600.00     |  |
| 7        | 4       | Each     | Adjustment of Manhole and Covers                                     | \$500.00            | \$2,000.00   | \$200.00     | \$800.00                             | \$800.00    | \$3,200.00   | \$850.00                                      | \$3,400.00   | \$250.00    | \$1,000.00                         | \$250.00    | \$1,000.00   | \$250.00                            | \$1,000.00   |  |
| 8        | 18.398  | CY       | Unclassified Excavation  | \$6.00              | \$110,388.00 | \$3.50       | \$64,393.00                          | \$4.50      | \$82,791.00  | \$6.00  | \$110,388.00 | \$3.75      | \$68,992.50                        | \$3.75      | \$68,992.50  | \$3.75                              | \$68,992.50  |  |
| 9        | 2.381   | SY       | 6" Scarify and Recompact   | \$5.00              | \$11,905.00  | \$10.00      | \$23,810.00                          | \$2.50      | \$5,952.50   | \$1.00  | \$2,381.00   | \$1.50      | \$3,571.50                         | \$1.50      | \$3,571.50   | \$1.50                              | \$3,571.50   |  |
| 10       | 10.214  | CY       | Topsoil Placement  | \$5.00              | \$51,070.00  | \$10.00      | \$102,140.00                         | \$3.50      | \$35,749.00  | \$7.00  | \$71,498.00  | \$7.00      | \$71,498.00                        | \$19.00     | \$193,939.20 | \$19.00                             | \$193,939.20 |  |
| 11       | 896.8   | Ton      | Subbase Material (Pit Run)   | \$22.00             | \$19,729.60  | \$20.00      | \$17,936.00                          | \$24.00     | \$21,523.20  | \$24.00                                       | \$21,523.20  | \$24.00     | \$21,523.20                        | \$24.00     | \$21,523.20  | \$24.00                             | \$21,523.20  |  |
| 12       | 10.214  | CY       | Strip and Stockpile Topsoil  | \$4.00              | \$40,856.00  | \$7.00       | \$71,498.00                          | \$3.50      | \$35,749.00  | \$3.50  | \$35,749.00  | \$3.50      | \$35,749.00                        | \$3.50      | \$35,749.00  | \$3.50                              | \$35,749.00  |  |
| 13       | 5.056   | CY       | Imported Embankment Material   | \$20.00             | \$101,120.00 | \$5.00       | \$25,280.00                          | \$19.00     | \$96,064.00  | \$17.00                                       | \$85,952.00  | \$17.00     | \$85,952.00                        | \$17.00     | \$85,952.00  | \$17.00                             | \$85,952.00  |  |
| 14       | 3.160   | SY       | Erosion Control Blanket  | \$4.00              | \$12,640.00  | \$5.00       | \$15,800.00                          | \$5.00      | \$15,800.00  | \$2.50  | \$7,900.00   | \$1.60      | \$5,056.00                         | \$2.00      | \$6,320.00   | \$2.00                              | \$6,320.00   |  |
| 15       | 1.417   | LF       | Silt Fence   | \$5.00              | \$7,085.00   | \$5.00       | \$7,085.00                           | \$5.00      | \$7,085.00   | \$5.00  | \$7,085.00   | \$3.25      | \$4,605.25                         | \$4.00      | \$5,668.00   | \$4.00                              | \$5,668.00   |  |
| 16       | 6       | Each     | Inlet Sediment Control Device  | \$200.00            | \$1,200.00   | \$150.00     | \$900.00                             | \$120.00    | \$720.00     | \$93.50                                       | \$561.00     | \$100.00    | \$600.00                           | \$100.00    | \$600.00     | \$100.00                            | \$600.00     |  |
| 17       | 288     | LF       | Erosion Control Wattles  | \$5.00              | \$1,440.00   | \$5.00       | \$1,440.00                           | \$5.00      | \$1,440.00   | \$4.13  | \$1,189.44   | \$3.75      | \$1,080.00                         | \$3.75      | \$1,080.00   | \$3.75                              | \$1,080.00   |  |
| 18       | 1       | Each     | Temporary Vehicle Construction Entrance                              | \$1,500.00          | \$1,500.00   | \$500.00     | \$500.00                             | \$1,500.00  | \$1,500.00   | \$1,500.00                                    | \$1,500.00   | \$1,000.00  | \$1,000.00                         | \$1,000.00  | \$1,000.00   | \$1,000.00                          |              |  |
| 19       | 1       | Each     | Concrete Washout Area  | \$1,500.00          | \$1,500.00   | \$25.00      | \$25.00                              | \$1,500.00  | \$1,500.00   | \$250.00                                      | \$250.00     | \$750.00    | \$750.00                           | \$750.00    | \$750.00     | \$750.00                            |              |  |
| 20       | 4.255.6 | Ton      | Gravel Surfacing   | \$25.00             | \$106,390.00 | \$25.00      | \$106,390.00                         | \$23.00     | \$97,878.80  | \$26.50                                       | \$112,773.40 | \$37.00     | \$157,457.20                       | \$37.00     | \$157,457.20 | \$37.00                             | \$157,457.20 |  |
| 21       | 25.6    | Ton      | Base Course (12")  | \$60.00             | \$1,536.00   | \$30.00      | \$768.00                             | \$30.00     | \$768.00     | \$30.00                                       | \$768.00     | \$30.00     | \$768.00                           | \$30.00     | \$768.00     | \$30.00                             | \$768.00     |  |
| 22       | 2.738   | SY       | Geosynthetic Geogrid   | \$8.00              | \$22,004.00  | \$4.00       | \$10,952.00                          | \$30.00     | \$81,000.00  | \$30.00                                       | \$81,000.00  | \$7.00      | \$19,166.00                        | \$8.25      | \$22,588.50  | \$8.25                              | \$22,588.50  |  |
| 23       | 1       | Each     | Detachable Warning Panel   | \$300.00            | \$300.00     | \$300.00     | \$300.00                             | \$300.00    | \$300.00     | \$300.00                                      | \$649.00     | \$649.00    | \$725.00                           | \$725.00    | \$725.00     | \$725.00                            | \$725.00     |  |
| 24       | 20.913  | SF       | Concrete Sidewalk  | \$7.50              | \$156,847.50 | \$8.00       | \$167,304.00                         | \$7.50      | \$156,847.50 | \$7.81  | \$163,390.53 | \$8.75      | \$182,988.75                       | \$8.75      | \$182,988.75 | \$8.75                              | \$182,988.75 |  |
| 25       | 664     | SF       | Thickened Edge Sidewalk  | \$12.00             | \$7,968.00   | \$10.00      | \$6,640.00                           | \$10.00     | \$6,640.00   | \$8.91  | \$5,916.24   | \$10.25     | \$6,806.00                         | \$10.25     | \$6,806.00   | \$10.25                             | \$6,806.00   |  |
| 26       | 1       | Each     | Concrete Handicap Ramp   | \$1,000.00          | \$1,000.00   | \$1,500.00   | \$1,500.00                           | \$2,000.00  | \$2,000.00   | \$1,760.00                                    | \$1,760.00   | \$1,800.00  | \$1,800.00                         | \$1,800.00  | \$1,800.00   | \$1,800.00                          | \$1,800.00   |  |
| 27       | 4       | Each     | Concrete Sampling and Testing  | \$500.00            | \$2,000.00   | \$120.00     | \$480.00                             | \$600.00    | \$2,400.00   | \$550.00                                      | \$2,200.00   | \$575.00    | \$2,300.00                         | \$575.00    | \$2,300.00   | \$575.00                            | \$2,300.00   |  |
| 28       | 6.9     | Acres    | Seeding - Remainder of Site  | \$5,500.00          | \$37,950.00  | \$4,500.00   | \$31,050.00                          | \$4,200.00  | \$28,980.00  | \$4,200.00                                    | \$28,980.00  | \$1,540.00  | \$10,626.00                        | \$1,540.00  | \$10,626.00  | \$1,540.00                          | \$10,626.00  |  |
| 29       | 42      | LF       | 4" Watermain   | \$50.00             | \$2,100.00   | \$65.00      | \$2,730.00                           | \$30.00     | \$1,260.00   | \$70.00                                       | \$2,940.00   | \$46.00     | \$1,932.00                         | \$46.00     | \$1,932.00   | \$46.00                             | \$1,932.00   |  |
| 30       | 438     | LF       | 6" Watermain   | \$50.00             | \$21,900.00  | \$65.00      | \$28,470.00                          | \$35.00     | \$15,330.00  | \$45.00                                       | \$19,710.00  | \$55.00     | \$24,090.00                        | \$55.00     | \$24,090.00  | \$55.00                             | \$24,090.00  |  |
| 31       | 1       | Each     | 6" x 4" Tee w/ Joint Restraints                                      | \$1,000.00          | \$1,000.00   | \$250.00     | \$250.00                             | \$800.00    | \$800.00     | \$800.00                                      | \$800.00     | \$800.00    | \$800.00                           | \$800.00    | \$800.00     | \$800.00                            | \$800.00     |  |
| 32       | 1       | Each     | 4" Gate Valve & Box w/ Joint Restraints                              | \$1,800.00          | \$1,800.00   | \$500.00     | \$500.00                             | \$1,800.00  | \$1,800.00   | \$1,800.00                                    | \$1,800.00   | \$1,800.00  | \$1,800.00                         | \$1,800.00  | \$1,800.00   | \$1,800.00                          | \$1,800.00   |  |
| 33       | 1       | Each     | 6" Gate Valve & Box w/ Joint Restraints                              | \$2,500.00          | \$2,500.00   | \$550.00     | \$550.00                             | \$1,900.00  | \$1,900.00   | \$2,000.00                                    | \$2,000.00   | \$2,150.00  | \$2,150.00                         | \$2,150.00  | \$2,150.00   | \$2,150.00                          | \$2,150.00   |  |
| 34       | 1       | Each     | Fire Hydrant w/ Joint Restraints                                     | \$5,000.00          | \$5,000.00   | \$10,000.00  | \$10,000.00                          | \$7,500.00  | \$7,500.00   | \$7,500.00                                    | \$7,500.00   | \$6,500.00  | \$6,500.00                         | \$6,500.00  | \$6,500.00   | \$6,500.00                          | \$6,500.00   |  |
| 35       | 6'      | Each     | 6" x 6" Tapping Sleeve and Tapping Valve w/ Box and Joint Restraints | \$8,000.00          | \$8,000.00   | \$1,500.00   | \$1,500.00                           | \$5,000.00  | \$5,000.00   | \$5,000.00                                    | \$5,000.00   | \$5,000.00  | \$5,000.00                         | \$5,000.00  | \$5,000.00   | \$5,000.00                          | \$5,000.00   |  |
| 36       | 36      | LF       | 2" Water Service Line  | \$50.00             | \$1,800.00   | \$45.00      | \$1,620.00                           | \$40.00     | \$1,440.00   | \$40.00                                       | \$1,440.00   | \$30.00     | \$1,080.00                         | \$30.00     | \$1,080.00   | \$30.00                             | \$1,080.00   |  |
| 37       | 1       | Each     | 2" x 6" Corporation Stop and Service Saddle                          | \$1,000.00          | \$1,000.00   | \$500.00     | \$500.00                             | \$1,000.00  | \$1,000.00   | \$1,100.00                                    | \$1,100.00   | \$800.00    | \$800.00                           | \$800.00    | \$800.00     | \$800.00                            | \$800.00     |  |
| 38       | 1       | Each     | 2" Curb Stop and Box   | \$1,500.00          | \$1,500.00   | \$1,000.00   | \$1,000.00                           | \$1,250.00  | \$1,250.00   | \$1,200.00                                    | \$1,200.00   | \$950.00    | \$950.00                           | \$950.00    | \$950.00     | \$950.00                            | \$950.00     |  |
| 39       | 516     | LF       | Tracer Wire  | \$1.00              | \$516.00     | \$1.00       | \$516.00                             | \$2.00      | \$1,032.00   | \$2.00  | \$1,032.00   | \$0.50      | \$258.00                           | \$0.50      | \$258.00     | \$0.50                              | \$258.00     |  |
| 40       | 472     | LF       | 8" Gravity Sewer Pipe  | \$50.00             | \$23,600.00  | \$65.00      | \$30,680.00                          | \$42.00     | \$19,824.00  | \$42.00                                       | \$19,824.00  | \$55.00     | \$26,360.00                        | \$55.00     | \$26,360.00  | \$55.00                             | \$26,360.00  |  |
| 41       | 116     | LF       | 4" Gravity Sewer Pipe  | \$40.00             | \$4,640.00   | \$60.00      | \$6,960.00                           | \$38.00     | \$4,408.00   | \$4.00  | \$4,408.00   | \$5.00      | \$5,800.00                         | \$5.25      | \$6,040.00   | \$5.25                              | \$6,040.00   |  |
| 42       | 1       | Each     | 4" Sanitary Sewer Service Connection                                 | \$500.00            | \$500.00     | \$500.00     | \$500.00                             | \$750.00    | \$750.00     | \$400.00                                      | \$400.00     | \$250.00    | \$250.00                           | \$250.00    | \$250.00     | \$250.00                            | \$250.00     |  |
| 43       | 2       | Each     | 4" Die Sanitary Sewer Manhole  | \$7,500.00          | \$15,000.00  | \$4,000.00   | \$8,000.00                           | \$6,000.00  | \$12,000.00  | \$5,000.00                                    | \$10,000.00  | \$6,500.00  | \$13,000.00                        | \$6,500.00  | \$13,000.00  | \$6,500.00                          | \$13,000.00  |  |
| 44       | 1       | Each     | Core Drill Manhole   | \$5,000.00          | \$5,000.00   | \$500.00     | \$500.00                             | \$1,500.00  | \$1,500.00   | \$1,500.00                                    | \$1,500.00   | \$4,500.00  | \$4,500.00                         | \$4,500.00  | \$4,500.00   | \$4,500.00                          | \$4,500.00   |  |
| 45       | 1       | Each     | 4" Collection Line Cleanup   | \$1,000.00          | \$1,000.00   | \$500.00     | \$500.00                             | \$900.00    | \$900.00     | \$900.00                                      | \$900.00     | \$500.00    | \$500.00                           | \$500.00    | \$500.00     | \$500.00                            | \$500.00     |  |
| 46       | 124     | LF       | 12" Storm Sewer Pipe   | \$40.00             | \$4,960.00   | \$40.00      | \$4,960.00                           | \$34.00     | \$4,216.00   | \$34.00                                       | \$4,216.00   | \$50.00     | \$6,200.00                         | \$50.00     | \$6,200.00   | \$50.00                             | \$6,200.00   |  |
| 47       | 606     | LF       | 15" Storm Sewer Pipe   | \$45.00             | \$27,270.00  | \$50.00      | \$30,300.00                          | \$45.00     | \$27,270.00  | \$45.00                                       | \$27,270.00  | \$67.25     | \$40,759.50                        | \$67.25     | \$40,759.50  | \$67.25                             | \$40,759.50  |  |



# Bid Results

**PROJECT** Berensford Ballfield Addition  
**LOCATION** Berensford, South Dakota  
**DATE** February 16, 2023

BAI NO 23651.00

**Certified By:**  
**Date:**

Pat Carey, PE  
 2/17/2023

| ITEM NO. | DESCRIPTION OF WORK AND MATERIALS        | QTY   | UNIT     | Engineer's Estimate |                       |              | Parkway Construction<br>10% Bid Bond |              |                       | Schwarzte Construction, LLC<br>10% Bid Bond |                       |              | Metro Construction<br>10% Bid Bond |            |       | 605 Companies, Inc.<br>10% Bid Bond |       |  |
|----------|--|-------|----------|---------------------|-----------------------|--------------|--------------------------------------|--------------|-----------------------|---|-----------------------|--------------|------------------------------------|------------|-------|-------------------------------------|-------|--|
|          |  |       |          | UNIT PRICE          | TOTAL                 | UNIT PRICE   | TOTAL                                | UNIT PRICE   | TOTAL                 | UNIT PRICE                                  | TOTAL                 | UNIT PRICE   | TOTAL                              | UNIT PRICE | TOTAL | UNIT PRICE                          | TOTAL |  |
| 48       | 18" Storm Sewer Pipe                     | 428   | LF       | \$50.00             | \$21,400.00           | \$60.00      | \$25,680.00                          | \$50.00      | \$21,400.00           | \$70.00                                     | \$29,960.00           | \$73.50      | \$31,458.00                        |            |       |                                     |       |  |
| 49       | 12" Area Inlet                           | 1     | Each     | \$1,500.00          | \$1,500.00            | \$200.00     | \$200.00                             | \$1,900.00   | \$1,900.00            | \$3,000.00                                  | \$3,000.00            | \$3,375.00   | \$3,375.00                         |            |       |                                     |       |  |
| 50       | 15" Area Inlet                           | 3     | Each     | \$2,000.00          | \$6,000.00            | \$300.00     | \$900.00                             | \$2,800.00   | \$8,400.00            | \$3,500.00                                  | \$10,500.00           | \$4,200.00   | \$12,600.00                        |            |       |                                     |       |  |
| 51       | 18" Area Inlet                           | 3     | Each     | \$2,500.00          | \$7,500.00            | \$500.00     | \$1,500.00                           | \$3,000.00   | \$9,000.00            | \$5,000.00                                  | \$15,000.00           | \$4,300.00   | \$12,900.00                        |            |       |                                     |       |  |
| 52       | 18" RCP Flared End (w/ Transition to PE) | 2     | Each     | \$1,500.00          | \$3,000.00            | \$250.00     | \$500.00                             | \$1,000.00   | \$2,000.00            | \$850.00                                    | \$1,700.00            | \$2,425.00   | \$4,850.00                         |            |       |                                     |       |  |
| 53       | 18" RCP Culvert Pipe                     | 88    | LF       | \$75.00             | \$6,600.00            | \$70.00      | \$6,160.00                           | \$80.00      | \$7,040.00            | \$66.00                                     | \$5,808.00            | \$115.00     | \$10,120.00                        |            |       |                                     |       |  |
| 54       | 24" RCP Culvert Pipe                     | 38    | LF       | \$105.00            | \$3,990.00            | \$60.00      | \$2,280.00                           | \$100.00     | \$3,800.00            | \$100.00                                    | \$3,800.00            | \$136.00     | \$5,168.00                         |            |       |                                     |       |  |
| 55       | 36" RCP Culvert Pipe                     | 70    | LF       | \$150.00            | \$10,500.00           | \$65.00      | \$4,550.00                           | \$175.00     | \$12,250.00           | \$160.00                                    | \$11,200.00           | \$200.00     | \$14,000.00                        |            |       |                                     |       |  |
| 56       | 18" RCP Flared End                       | 2     | Each     | \$1,000.00          | \$2,000.00            | \$300.00     | \$600.00                             | \$1,000.00   | \$2,000.00            | \$850.00                                    | \$1,700.00            | \$1,150.00   | \$2,300.00                         |            |       |                                     |       |  |
| 57       | 24" RCP Flared End                       | 2     | Each     | \$1,200.00          | \$2,400.00            | \$400.00     | \$800.00                             | \$1,300.00   | \$2,600.00            | \$900.00                                    | \$1,800.00            | \$1,200.00   | \$2,400.00                         |            |       |                                     |       |  |
| 58       | 36" RCP Flared End                       | 4     | Each     | \$1,500.00          | \$6,000.00            | \$500.00     | \$2,000.00                           | \$2,000.00   | \$8,000.00            | \$1,400.00                                  | \$5,600.00            | \$1,700.00   | \$6,800.00                         |            |       |                                     |       |  |
| 59       | Class C Riprap                           | 32    | Ton      | \$100.00            | \$3,200.00            | \$100.00     | \$3,200.00                           | \$65.00      | \$2,080.00            | \$75.00                                     | \$2,400.00            | \$70.75      | \$2,264.00                         |            |       |                                     |       |  |
| 60       | Remove Existing Asphalt Pavement         | 38    | SY       | \$20.00             | \$760.00              | \$30.00      | \$1,140.00                           | \$75.00      | \$2,850.00            | \$8.00                                      | \$304.00              | \$175.00     | \$6,650.00                         |            |       |                                     |       |  |
| 61       | 12' x 8' Scout Stop Wat                  | 4     | Each     | \$1,000.00          | \$4,000.00            | \$500.00     | \$2,000.00                           | \$1,700.00   | \$6,800.00            | \$1,051.11                                  | \$4,204.44            | \$1,850.00   | \$7,400.00                         |            |       |                                     |       |  |
| 62       | Removals - Existing Fencing              | 830   | LF       | \$5.50              | \$4,565.00            | \$2.00       | \$1,660.00                           | \$4.00       | \$3,320.00            | \$6.84                                      | \$5,677.20            | \$12.00      | \$9,960.00                         |            |       |                                     |       |  |
| 63       | Removals - Existing Backstop             | 1     | Lump Sum | \$750.00            | \$750.00              | \$5,000.00   | \$5,000.00                           | \$2,000.00   | \$2,000.00            | \$2,000.00                                  | \$4,620.00            | \$8,000.00   | \$8,000.00                         |            |       |                                     |       |  |
| 64       | Ag Lime Salvage                          | 160   | Ton      | \$20.00             | \$3,200.00            | \$25.00      | \$4,000.00                           | \$30.00      | \$4,800.00            | \$35.00                                     | \$5,600.00            | \$11.25      | \$1,800.00                         |            |       |                                     |       |  |
| 65       | 72" Chain Link Fence, F&I                | 2,860 | LF       | \$54.00             | \$154,440.00          | \$40.26      | \$115,143.60                         | \$47.00      | \$134,420.00          | \$46.16                                     | \$132,017.60          | \$53.25      | \$152,295.00                       |            |       |                                     |       |  |
| 66       | 96" Chain Link Fence, F&I                | 320   | LF       | \$68.00             | \$21,760.00           | \$78.49      | \$25,116.80                          | \$90.00      | \$28,800.00           | \$92.82                                     | \$29,702.40           | \$101.50     | \$32,480.00                        |            |       |                                     |       |  |
| 67       | 120" Chain Link Fence, F&I               | 320   | LF       | \$80.00             | \$25,600.00           | \$80.28      | \$25,689.60                          | \$93.00      | \$29,760.00           | \$94.88                                     | \$30,361.60           | \$104.00     | \$33,280.00                        |            |       |                                     |       |  |
| 68       | Double Swing Gate (6' Width) F&I         | 4     | Each     | \$2,200.00          | \$8,800.00            | \$1,200.00   | \$4,800.00                           | \$2,000.00   | \$8,000.00            | \$1,320.00                                  | \$5,280.00            | \$2,200.00   | \$8,800.00                         |            |       |                                     |       |  |
| 69       | Chain Link Backstop, F&I                 | 4     | Each     | \$28,000.00         | \$112,000.00          | \$30,000.00  | \$120,000.00                         | \$38,000.00  | \$152,000.00          | \$33,000.00                                 | \$132,000.00          | \$42,300.00  | \$169,200.00                       |            |       |                                     |       |  |
| 70       | Ag-Lime Supply & Install                 | 980   | Ton      | \$90.00             | \$88,200.00           | \$100.00     | \$98,000.00                          | \$127.00     | \$124,460.00          | \$150.00                                    | \$147,000.00          | \$122.00     | \$119,560.00                       |            |       |                                     |       |  |
| 71       | Reinstall Salvaged Ag Lime               | 160   | Ton      | \$20.00             | \$3,200.00            | \$50.00      | \$8,000.00                           | \$25.00      | \$4,000.00            | \$40.00                                     | \$6,400.00            | \$31.00      | \$4,960.00                         |            |       |                                     |       |  |
| 72       | Infield Perforated HDPE Underdrain       | 1,878 | LF       | \$24.00             | \$45,072.00           | \$13.00      | \$24,414.00                          | \$40.00      | \$75,120.00           | \$42.00                                     | \$78,876.00           | \$54.50      | \$102,851.00                       |            |       |                                     |       |  |
| 73       | 6" Storm Drain Piping                    | 605   | LF       | \$24.00             | \$14,520.00           | \$15.00      | \$9,075.00                           | \$35.00      | \$21,175.00           | \$40.00                                     | \$24,200.00           | \$63.25      | \$38,216.25                        |            |       |                                     |       |  |
| 74       | Infield Underdrain Cleanout              | 19    | Each     | \$500.00            | \$9,500.00            | \$100.00     | \$1,900.00                           | \$550.00     | \$10,450.00           | \$800.00                                    | \$15,200.00           | \$500.00     | \$9,500.00                         |            |       |                                     |       |  |
| 75       | Dugout - Wood Frame                      | 8     | Each     | \$20,000.00         | \$160,000.00          | \$6,000.00   | \$48,000.00                          | \$6,000.00   | \$48,000.00           | \$4,500.00                                  | \$36,000.00           | \$18,100.00  | \$144,800.00                       |            |       |                                     |       |  |
| 76       | Bases, Pitching Rubber, Misc.            | 1     | Lump Sum | \$3,600.00          | \$3,600.00            | \$5,000.00   | \$5,000.00                           | \$4,500.00   | \$4,500.00            | \$15,000.00                                 | \$15,000.00           | \$7,000.00   | \$7,000.00                         |            |       |                                     |       |  |
| 77       | Foul Poles                               | 8     | Each     | \$4,500.00          | \$36,000.00           | \$1,400.00   | \$11,200.00                          | \$1,600.00   | \$12,800.00           | \$1,500.00                                  | \$12,000.00           | \$1,950.00   | \$15,600.00                        |            |       |                                     |       |  |
| 78       | 2.5" Caliber Deciduous Tree, F&I         | 15    | Each     | \$700.00            | \$10,500.00           | \$650.00     | \$9,750.00                           | \$1,000.00   | \$15,000.00           | \$935.00                                    | \$14,025.00           | \$1,075.00   | \$16,125.00                        |            |       |                                     |       |  |
| 79       | Turf Irrigation                          | 1     | Lump Sum | \$130,000.00        | \$130,000.00          | \$235,000.00 | \$235,000.00                         | \$150,000.00 | \$150,000.00          | \$239,800.00                                | \$239,800.00          | \$172,000.00 | \$172,000.00                       |            |       |                                     |       |  |
| 80       | Battng Cage - Double                     | 1     | Each     | \$35,000.00         | \$35,000.00           | \$34,000.00  | \$34,000.00                          | \$75,000.00  | \$75,000.00           | \$55,246.40                                 | \$55,246.40           | \$89,500.00  | \$89,500.00                        |            |       |                                     |       |  |
|          |  |       |          | <b>Total =</b>      | <b>\$1,865,000.00</b> |              | <b>\$1,745,700.00</b>                |              | <b>\$1,814,000.00</b> |   | <b>\$2,188,835.36</b> |              | <b>\$2,229,435.15</b>              |            |       |                                     |       |  |

BID ALTERNATE

| ITEM NO. | DESCRIPTION OF WORK AND MATERIALS                | QTY | UNIT | UNIT PRICE  | TOTAL        | UNIT PRICE  | TOTAL        | UNIT PRICE  | TOTAL        | UNIT PRICE  | TOTAL        | UNIT PRICE  | TOTAL        |
|----------|--|-----|------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|
| 1        | Alternate #1 - Dugout Pre-Manufactured           | 8   | Each | \$28,500.00 | \$228,000.00 | \$24,000.00 | \$192,000.00 | \$26,500.00 | \$212,000.00 | \$36,000.00 | \$316,800.00 | \$25,750.00 | \$206,000.00 |
| 2        | Unit Prices #A - Tension Fabric Shade Structures | 1   | Each | \$16,500.00 | \$16,500.00  | \$16,500.00 | \$16,500.00  | \$15,000.00 | \$15,000.00  | \$18,700.00 | \$18,700.00  | \$19,725.00 | \$19,725.00  |
| 3        | Unit Prices #B - Turfgrass Sod                   | 1   | SY   | \$4.50      | \$4.50       | \$4.45      | \$4.45       | \$4.00      | \$4.00       | \$4.40      | \$4.40       | \$5.00      | \$5.00       |

| Ballfield Costs (Feb. 17, 2022) |   | Estimated Cost | Approved                  |
|---------------------------------|---|----------------|---------------------------|
| 1                               | Restroom and Concession Building  | \$306,555.00   | 12/19/2022                |
| 2                               | Ballfield Lighting (3 new fields only)  | \$260,000.00   | 11/21/2022                |
| 3                               | Future Storage Shed   | \$10,000.00    |                           |
| 4                               | Electrical Removals -   |                |                           |
| 5                               | Scoreboards   | \$30,000.00    |                           |
| 6                               | Pedestrian Bridge - electric dept. to build   | \$3,000.00     |                           |
| 7                               | Pitching Mounds - just use pitching rubber  | \$150.00       |                           |
| 8                               | Bleachers (4 sets) 5 row 21' length seats 70<br>w/guard rails                       | \$36,000.00    |                           |
| 9                               | Dugout shelf-back player benches (8 total)<br>27' each - seats 16 people            | \$28,000.00    |                           |
| 10                              | Field Fence cap - corrugated yellow<br>640' per field x 4                           | \$3,500.00     |                           |
| 11                              | Turfgrass seeding   | \$10,000.00    |                           |
| 12                              | Ballfield construction - Parkway  | \$1,745,700.00 | for approval<br>2/21/2023 |
| 13                              | Engineering Design & Construction   | \$117,500.00   | 2022                      |
| 14                              | Engineering Construction Admin - survey<br>shop drawings, staking, inspections, etc | \$100,000.00   | estimate                  |
|                                 |   | \$2,650,405.00 |                           |

Notes We have 2 scoreboards at existing fields  
We have 4 Five row 15' bleachers with guards  
We have Field fence cap on both existing fields

Paving If funds allow we hope to pave new parking lots in 2024 - estimated materials cost is \$75,000, Street Dept. will do the work



**From:** Christa DeVries <christad@bannerassociates.com>  
**Sent:** Thursday, February 16, 2023 1:31 PM  
**To:** jerry@bmtc.net  
**Cc:** Tanya Miller  
**Subject:** Soil Borings Proposals for City Council Meeting  
**Attachments:** AET Beresford WWTF Improvements Proposal.pdf; Geotek Proposed Blower Building & SAGRs - City of Beresford.pdf

Jerry,

It was nice chatting with you on the phone yesterday! Per our conversation, we'd like the City Council (meeting 2/21/23) to approve a soil boring proposal for the WWTF Improvements project contingent upon review of the equipment locations at the WWTF Improvements Project 60% meeting on the 23<sup>rd</sup>. Below is language we put together for your use at the Council meeting. Please let us know if you have any questions or proposed changes.

We received proposals from two entities to complete soil borings for the Beresford WWTF site. The approval of the proposal will be contingent upon decisions made at the WWTF Improvements design meeting on February 23, 2023. If the cost of the borings is expected to increase following the meeting on the 23<sup>rd</sup>, new proposals will be obtained and this will be brought back to City Council at the next meeting (3/6/2023).

The borings will need to be completed in the location of the proposed SAGRs and blower building to design structural aspects. Details for these are outlined below, both proposals include a geotechnical report:

- AET proposed completing six borings each to 20 LF (or until auger refusal) for a total cost of \$4,800. This is a total of 120 LF of drilling. The proposal is attached to this email.
- Geotek proposed completing six borings, three to 11 LF, one to 13.5 LF, and two to 16 LF for a total cost of \$4,500. This is a total of 78.5 LF of drilling. The proposal is included as an attachment to this email.

**We recommend approving the proposal for Geotek because of the lower cost.** Our structural engineer has confirmed he doesn't think that the additional boring length from AET is required. However, the costs from both entities are very close and both companies have an extensive local history of quality work so either company would be acceptable.

A quick note about Geotek's proposal is that they note if they have to remove snow they'll charge an extra \$100 to \$150/hour. I did confirm with Keith that the city could use their snow plow to remove the snow if necessary and when I called Geotek they said they're happy for someone else to complete any snow removal.

Thanks!

Christa V.H. DeVries, P.E. | Project Engineer



**GEOTEK ENGINEERING  
& TESTING SERVICES, INC.**  
909 East 50<sup>th</sup> Street North  
Sioux Falls, South Dakota 57104  
Phone 605-335-5512 Fax 605-335-0773

February 15, 2023

City of Beresford  
101 N. 3<sup>rd</sup> Street  
Beresford, South Dakota 57004

Attn: To whom it may concern

Subj: Cost Proposal  
Geotechnical Exploration  
Beresford Wastewater Treatment Facility Improvements  
City of Beresford  
Sewer Treatment Facility  
Near Beresford, South Dakota

### **Introduction**

This correspondence is pursuant to the request of Christa DeVries with Banner Associates on your behalf for a cost proposal to perform a geotechnical exploration program for the referenced project. This proposal is intended to outline our understanding of the project, proposed work scope, cost information and schedule.

### **Project Information**

The existing wastewater treatment facility is located just north of Beresford, South Dakota. We understand that the project will consist of constructing a new blower building and 4 SAGRs at the existing wastewater treatment facility. The blower building and SAGRs will be located east of Cells 2 and 3.

### **Work Scope**

We plan to perform 6 test borings for the project. We will extend the test borings down to depths of 11 feet (3 test borings), 13 ½ feet (1 test boring) and 16 feet (2 test borings).

Standard penetration sampling (ASTM:D1586) will be conducted at the test boring locations. The sampling procedure will be conducted at vertical intervals of 2 ½ feet in the upper 15 feet and at vertical intervals of 5 feet below a depth of 15 feet. Where soft cohesive soils (silt and clay) are encountered, supplemental 3-inch Shelby tube samples (ASTM:D1587) will be taken. The subsurface conditions encountered at the test boring locations will be illustrated by means of individual logs for each test boring. Measurements for groundwater levels will be made at the test boring locations both at the time they are completed and just before being backfilled.

The retrieved samples will be returned to the laboratory for review and analysis. The soils will be classified in accordance with the Unified Soils Classification System (ASTM:D2487). A laboratory-testing program will be conducted on select samples to characterize the index and

strength properties of the soils. The index tests will consist of Atterberg limits, moisture content, dry density and standard Proctor. The strength tests will consist of unconfined compressive strength. We will perform the tests in accordance with the appropriate ASTM procedures.

A written report will be prepared by a licensed professional engineer. The report will contain the results of the field and laboratory tests as well as our geotechnical engineering opinions and recommendations regarding the following:

- Site preparation and excavation/filling procedures;
- Foundation types and depths, allowable bearing capacity and estimated potential settlements of foundations;
- Floor slab support;
- Lateral pressures;
- Potential groundwater control;
- Foundation backfill;
- Frost protection;
- Seismic site classification;
- SAGRs;
- Comments regarding factors that may impact the constructability and final performance of the project;
- Quality control observations and testing.

### **Fees**

The fees for our services will be charged on a time and materials basis. For the scope of work discussed, we estimate the cost of our geotechnical exploration services to not exceed \$4,500. Our costs are based on a total boring footage of 78 ½ feet. Should the total footage vary from our estimate, it will be charged or credited at a unit rate of \$17/foot. If snow removal is needed, then it will be charged at a rate of \$100/hour to \$150/hour (from a subcontractor with a loader). Sales tax will be added to our fees if applicable.

### **Conditions**

We assume that access to the site with a truck-mounted drill rig and auxiliary pickup will be possible. We understand that Banner Associates will stake the test boring locations. We will backfill the boreholes with bentonite chips. A “General Conditions” section is attached and is considered part of our proposal. GeoTek will be responsible for contacting public underground utilities through the One Call system. The property owner is responsible for locating and marking private underground utilities.

### **Schedule**

Weather permitting; we will be able to begin the fieldwork within 10 to 15 working days after receiving authorization to proceed. We anticipate that the field work will be conducted over a period of 1 day. A written report will be submitted 1 to 2 weeks after completion of the fieldwork.

**Acceptance**

GeoTek Engineering & Testing Services, Inc. appreciates the opportunity of being considered for this work and looks forward to providing our services on this project. If our proposal is accepted, please indicate your acceptance by signing and dating in the indicated area and returning 1 copy.

**Remarks**

We thank you for the opportunity of considering our firm for this work. If you have any questions or need additional information, please contact our office at (605) 335-5512.

GeoTek Engineering & Testing Services, Inc.

*Jared Haskins*

Jared Haskins, PE  
Geotechnical Manager

**Acceptance**

Client: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL CONDITIONS

### SECTION 1: PROJECT INFORMATION

1.1 The Client will make available to GeoTek all known information regarding existing and proposed conditions, requirements, and all other information that may affect the cost, progress, safety, and performance of the work. If new information becomes available during GeoTek's work, Client will provide such information to GeoTek in a timely manner.

### SECTION 2: SITE ACCESS AND PERMITS

2.1 The Client will furnish GeoTek safe and legal site access. Any special permits are the responsibility of the Client.

2.2 It is understood by the Client that in the normal course of work, some damage to the site and materials may occur. GeoTek will take reasonable precautions to minimize such damage.

### SECTION 3: SAFETY

3.1 The Client shall inform GeoTek of any known or suspected hazardous materials or unsafe conditions at the work site.

3.2 GeoTek shall only be responsible for the safety of GeoTek employees at the work site.

### SECTION 4: SAMPLES

4.1 GeoTek will retain nonhazardous samples for a maximum period of 30 (thirty) days of the date of the report. Upon written request, samples can be shipped or stored at the Client's expense.

### SECTION 5: RECORDS

5.1 Documents prepared by GeoTek are considered instruments of services that will remain the property of GeoTek. GeoTek will retain these records for a period of five years, during which time the documents will be available to the Client during normal business hours.

### SECTION 6: RESPONSIBILITIES

6.1 The work performed by GeoTek will not relieve other parties of their responsibilities to perform work in accordance with the contract documents or specifications.

6.2 GeoTek is not responsible for the interpretations or modifications of GeoTek's recommendations by other parties.

### SECTION 7: STANDARD OF CARE

7.1 GeoTek will perform services consistent with the level of care and skill normally performed by other firms in the same profession at the time of our service, geographic area and under similar budgetary constraints. No other warranty, expressed or implied is made.

### SECTION 8: LIMITATION OF LIABILITY AND INDEMNITY

8.1 GeoTek will indemnify and hold harmless and defend the Client against any claim, loss, judgement, liability or expense for damage to any property or for the death or injury to any person caused by or arising from the negligent acts or omissions or willful misconduct of GeoTek, its agents and employees pursuant to the performance of this Agreement

8.2 The Client will indemnify and hold harmless and defend GeoTek against any claim, loss, judgment, liability or expense for damage to any property or for the death or injury to any person caused by or arising from the negligent acts or omissions or willful misconduct of the Client, its agents and employees pursuant to the performance of this Agreement.

### SECTION 9: INSURANCE

9.1 GeoTek will carry Worker's Compensation and Property Damage insurance. GeoTek will furnish Certificates of Insurance to the Client upon request.

### SECTION 10: DELAYS

10.1 If GeoTek is delayed in performance due to any cause beyond its reasonable control, such as strike, fire, act of God, government action, acts of a third party, or the Client, a reasonable time extension for performance of the work shall be granted and GeoTek shall receive an equitable fee adjustment.

### SECTION 11: ASSIGNMENTS

11.1 Neither party may assign duties or interest in this agreement without the written consent of the other party. Amendments to this agreement may be amended only by written amendments signed by both the Client and GeoTek.

### SECTION 12: PAYMENT

12.1 GeoTek will submit invoices on a monthly basis and a final invoice upon completion of services. Payment is due upon receipt of the invoice and is past due 30 days after invoice date.

12.2 The Client is responsible for informing GeoTek of any disagreements or corrections within 15 days of the invoice date. Unless so informed, the invoices are deemed correct.

12.3 The amount of any excise tax or local, state or federal sales tax that may be imposed is not included in the rates for the services provided. The applicable taxes will be added to the actual billings for services.

12.4 Past due invoices are subject to interest charges of up to 1.5% per month.

12.5 The Client will pay all reasonable litigation expenses or collection expense incurred, including attorney fees that GeoTek incurs in collecting any delinquent amount the Client owes under this agreement.

### SECTION 13: TERMINATION

13.1 This agreement may be terminated by either party for justifiable reasons after seven days written notice.

13.2 The Client agrees to pay GeoTek for all work performed, including reporting costs to complete the file.

### SECTION 14: JURISDICTION

14.1 This agreement shall be construed in accordance with laws of the State in which the project is located.

### SECTION 15: SEVERABILITY

15.1 If a provision of this agreement is held to violate a law or regulation, that provision shall be deemed void, but all remaining provisions shall continue in force. The Client and GeoTek will, in good faith, attempt to replace the invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the original intent of the provision.

### SECTION 16: ENTIRE AGREEMENT

16.1 This contract represents the entire agreement between the parties, and supersedes all prior representations or agreements.

February 15, 2023

Banner Associates, Inc.  
2307 W 57th Street STE 102  
Sioux Falls, South Dakota 57108



Attn: Ms. Christa V.H. DeVries, P.E.  
[christad@bannerassociates.com](mailto:christad@bannerassociates.com)

RE: Proposal for Geotechnical Exploration Services  
Wastewater Treatment Facility Improvements  
Beresford, South Dakota  
AET Proposal No. P-0020334

Dear Ms. DeVries:

American Engineering Testing, Inc. (AET) is pleased to offer geotechnical exploration services to Banner Associates, Inc. (hereafter referred to as the Client) for the referenced project. This proposal has been prepared in response to our recent correspondence with you and describes our understanding of the project, our anticipated scope of services, and a lump sum fee.

## PURPOSE

The purpose of the geotechnical work is to explore the subsurface conditions at the site, and based on our characterization of the obtained data, to prepare a geotechnical engineering report presenting comments and recommendations to assist you and your design team in planning and construction.

## PROJECT INFORMATION

Based on information supplied by Banner Associates, we understand that the planned construction is for four (4) 287.5' L x 44' W x 10' H SAGR cells with a potential fifth SAGR cell, a 10' L x 10' W adjacent splitter box, and a blower building. We understand that the walls of the cells will be wood-framed support walls with geomembrane liner over the walls and along the bottom of the cell. We assume the proposed blower box and splitter box will be single-story, slab-on-grade structures, with light to moderate loadings.

## SCOPE OF SERVICES

### ***Field Exploration***

Based on our understanding of the project and the provided preliminary drawing and boring location plan, we propose the following scope of services be performed:

- Arrange clearance of underground public utilities. We assume any private utilities will be located by the property owner. We have not included a fee for any private utility locators.

**550 Cleveland Avenue North | Saint Paul, MN 55114**

**Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | [teamAET.com](http://teamAET.com) | AA/EEO**

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- Perform six standard penetration test (SPT) borings to a nominal depth of 20 feet (a total of 120 feet of drilling) or to auger refusal, whichever is shallower. If soft cohesive soils are encountered, thin tube wall samples may be collected in general accordance with ASTM D1587.

Before we drill, we will contact South Dakota One Call to locate public underground utilities. South Dakota One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **The property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with the names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures that are located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

We will drill the borings using hollow stem augers or by rotary mud drilling, and sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Test (SPT) Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels while drilling and shortly after drilling. For the borings, we will collect samples at 2½ foot intervals to 15-feet and at 5-foot intervals to the planned termination depth. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing and final classification.

It is our understanding that Banner Associates will locate and stake the proposed borings. We assume Banner will also provide surface elevations for each boring location. In the absence of no given elevations or known benchmark, we will use a permanent on-or off-site structure as our benchmark and assign it an assumed elevation of 100.0 feet.

We will backfill the boreholes with the cuttings after the completion of drilling. Even after backfilling, some sloughing of the backfill may occur resulting in a potential tripping hazard to pedestrians and animals. We assume that the client will arrange for backfill and repair of any boreholes that may



slough after our exploration is complete. AET cannot accept any liability associated with pedestrian or animal injury after we leave the site.

Our drill crew will attempt to minimize damage to the ground surface. We assume that the client will arrange any site restoration work, if needed. We have not included a fee for site restoration in our cost estimate.

We have assumed the boring locations are accessible by our all-terrain drilling rig. The owner will be responsible for providing rig access to the boring locations. Costs for snow removal and boring location access improvements are not included in our fees.

## LABORATORY TESTING

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. If we encounter cohesive soil, we will test selected samples for dry density, moisture content, and unconfined compressive strength tests.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs. In this proposal, we have budgeted \$600 for geotechnical laboratory testing and boring log preparation. If conditions are encountered which indicate the laboratory program should be expanded for proper evaluation, we will review the recommended tests and associated costs with you prior to proceeding.

## GEOTECHNICAL REPORT

After field work is completed, we will prepare a preliminary engineering report in which we will present logs of the test borings, laboratory test results, a review of engineering properties of the on-site soils, and our geotechnical engineering opinions and recommendations regarding the following:

- Grading procedures to prepare the SAGR cells and splitter box areas for structural support, including comments on the suitability of the on-site soils for reuse as fill.
- Foundation types and depths, including allowable soil bearing capacity and estimates of foundation settlement.
- Backfilling procedures, including material types and compaction requirements.
- Ground floor slab support, including recommendations on the need for a vapor or capillary water barrier.
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations.





## PERFORMANCE SCHEDULE

Weather permitting, AET will begin field work within 3 to 5 weeks of receiving authorization to proceed, assuming we encounter no access problems related to the field work. We anticipate the geotechnical report can be prepared within about 1 to 2 weeks after completion of the field work and laboratory testing. We are available to review special schedule needs with you.

## FEES

For the scope of services described above, our fees will be assessed on a lump sum basis provided in the attached Geotechnical Services Fee Schedule. The estimated cost is based on our experience with similar projects.

We would not exceed **\$4,800.00 plus applicable tax** without prior authorization. If additional drilling is required for proper soil evaluation it would be charged at a unit rate of \$22/ft. In the event the scope of our services needs to be revised (for example, additional or deeper borings, or additional field or laboratory testing), we will review such scope adjustments and the associated fees with you and receive your approval before proceeding.

## ENVIRONMENTAL CONCERNS:

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

## TERMS AND CONDITIONS:

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement—Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

## ACCEPTANCE:

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

Proposal for Geotechnical Services  
Wastewater Treatment Facility Improvements, Beresford, South Dakota  
AET Proposal No. P-0020334  
February 15, 2023  
Page 5 of 5



AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,  
American Engineering Testing, Inc.

Handwritten signature of Zane L. Hiller in black ink.

Zane L. Hiller, EIT  
Project Manager  
W: 605.332.5375  
C: 605.595.8769  
Email: [zhiller@teamAET.com](mailto:zhiller@teamAET.com)

Handwritten signature of Gregory Guyer in black ink.

Gregory Guyer, PE\*  
Senior Engineer  
W: 507.387.2222  
C: 507.420.3867  
Email: [gguyer@teamAET.com](mailto:gguyer@teamAET.com)  
\*MN, SD, ND, IA

cc: Banner Associates

Attachments: Geotechnical Services Fee Schedule  
AET Service Agreement (4 pgs.)  
Proof of Insurance  
W9

|                                    |                                     |
|------------------------------------|-------------------------------------|
| <b>AET PROPOSAL No.: P-0020334</b> | <b>ACCEPTANCE AND AUTHORIZATION</b> |
| Signature: _____                   | Date: _____                         |
| Typed/Printed Name: _____          |                                     |
| Email Address: _____               |                                     |
| Company _____                      |                                     |
| Phone _____                        |                                     |
| Tax ID# or Tax Exempt # _____      |                                     |

**GEOTECHNICAL SERVICES FEE SCHEDULE**

Beresford WWTF Improvements  
 471st Avenue and 296th Street  
 Beresford, South Dakota 57004  
 AET PROPOSAL No. P-0020334



| SERVICE DESCRIPTION   | PROJECT BUDGET  |           |                   |
|---|-----------------|-----------|-------------------|
|   | ESTIMATED UNITS | UNIT RATE | BUDGET AMOUNT     |
| <i>Layout &amp; Utility Clearance</i>                       |                 |           |                   |
| Project Administrator                                       | 1 hours         | \$77.00   | \$77.00           |
| Engineer I  | 1 hours         | \$142.00  | \$142.00          |
| Company Vehicle Rental                                      | 0 hours         | \$28.50   | \$0.00            |
| Standard Vehicle Mileage                                    | 0 miles         | \$0.90    | \$0.00            |
| Per Diem  | 0 days          | \$0.00    | \$0.00            |
| Lodging   | 0 days          | \$0.00    | \$0.00            |
| <b>Section Subtotal:</b>                                    |                 |           | <b>\$219.00</b>   |
| <i>Geotechnical Field Services</i>                          |                 |           |                   |
| <b>Hourly Drilling</b>                                      |                 |           |                   |
| Drilling Technician   | 6 hours         | \$112.00  | \$672.00          |
| Drilling Crew Chief   | 6 hours         | \$120.00  | \$720.00          |
| Drilling Crew Assistant                                     | 0 hours         | \$98.00   | \$0.00            |
| Auxiliary Vehicle Rental                                    | 6 hours         | \$29.00   | \$174.00          |
| Truck with Drill Rig Rental                                 | 0 hours         | \$110.00  | \$0.00            |
| Rotary Drill on All-Terrain Vehicle Rental                  | 6 hours         | \$144.00  | \$864.00          |
| Auxiliary Vehicle Mileage                                   | 78 miles        | \$1.25    | \$97.50           |
| Truck with Drill Rig Mileage                                | 0 miles         | \$1.75    | \$0.00            |
| Tractor/Lowboy Trailer Mileage                              | 78 miles        | \$2.10    | \$163.80          |
| <b>Section Subtotal:</b>                                    |                 |           | <b>\$2,691.30</b> |
| <i>Laboratory</i>   |                 |           |                   |
| Classification  | 2 hours         | \$86.00   | \$172.00          |
| ASTM D2216 Water Content of Soil and Rock by Mass           | 18 tests        | \$12.00   | \$216.00          |
| ASTM D7263 Dry Density of Soil (includes water content)     | 2 tests         | \$50.00   | \$100.00          |
| ASTM D4318 Atterberg Plasticity Index                       | 0 tests         | \$125.00  | \$0.00            |
| ASTM D2166 Unconfined Compressive Strength of Cohesive Soil | 1 tests         | \$110.00  | \$110.00          |
| <b>Section Subtotal:</b>                                    |                 |           | <b>\$598.00</b>   |
| <i>Project Management &amp; Reporting</i>                   |                 |           |                   |
| Project Administrator                                       | 1 hours         | \$77.00   | \$77.00           |
| Engineer I  | 6 hours         | \$142.00  | \$852.00          |
| Geologist I   | 0 hours         | \$146.00  | \$0.00            |
| Engineer II   | 0 hours         | \$165.00  | \$0.00            |
| Geologist II  | 0 hours         | \$165.00  | \$0.00            |
| Senior Engineer   | 2 hours         | \$180.00  | \$360.00          |
| Principal Engineer  | 0 hours         | \$220.00  | \$0.00            |
| Standard Vehicle Mileage                                    | 0 miles         | \$0.90    | \$0.00            |
| Per Diem  | 0 days          | \$0.00    | \$0.00            |
| Lodging   | 0 days          | \$0.00    | \$0.00            |
| <b>Section Subtotal:</b>                                    |                 |           | <b>\$1,289.00</b> |
| <b>ESTIMATED BUDGET</b>                                     |                 |           | <b>\$4,797.30</b> |

**SECTION 1 - RESPONSIBILITIES**

**1.1** - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

**1.2** – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

**1.4** – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

**1.5** - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

**1.6** - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.7** – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

**1.8** - The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

**SECTION 2 - SITE ACCESS AND RESTORATION**

**2.1** - Client will furnish AET safe and legal site access.

**2.2** Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

**SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)**

**3.1** - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

**3.2** - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

**3.3** - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

**3.4** - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

**SECTION 4 - CONTAMINATION**

**4.1** - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

**4.2** - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

**SECTION 5 - SAFETY**

**5.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

**5.2** - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

#### **SECTION 6 – SAMPLES**

**6.1** - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**6.2** - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

#### **SECTION 7 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

#### **SECTION 8 - STANDARD OF CARE**

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

#### **SECTION 9 - INSURANCE**

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

##### **9.1** –

|   |  |
|---|--|
| Workers' Compensation<br>Employer's Liability | Statutory Limits<br>\$100,000 each accident<br>\$500,000 disease policy limit<br>\$100,000 disease each employee |
| Commercial General Liability                  | \$1,000,000 each occurrence<br>\$1,000,000 aggregate   |
| Automobile Liability                          | \$1,000,000 each accident  |
| Professional/Pollution Liability Insurance    | \$1,000,000 per claim<br>\$1,000,000 aggregate   |

**9.2** - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

**9.3** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**9.4** - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

**9.5** - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

**9.6** - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

**9.7** - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

#### **SECTION 10 - DELAYS**

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

#### **SECTION 11 - PAYMENT, INTEREST, AND BREACH**

**11.1** - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

**11.2** – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

**11.3** – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

#### **SECTION 12 - CHANGE ORDERS**

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

#### **SECTION 13 - MEDIATION**

**13.1** - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

**13.2** - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

#### **SECTION 14 - LITIGATION REIMBURSEMENT**

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

#### **SECTION 15 - MUTUAL INDEMNIFICATION**

**15.1** - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

**15.2** - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

**15.3** - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

**15.4** - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

#### **SECTION 16 - NON-SOLICITATION**

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

#### **SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

#### **SECTION 18 - LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

**SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

**SECTION 20 - TERMINATION**

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

**SECTION 21 - SEVERABILITY**

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

**SECTION 22 - GOVERNING LAW**

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

**SECTION 23 - ENTIRE AGREEMENT**

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



AMERCON-12

AROSS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b> License # 20443386<br>Hub International Great Plains<br>245 E. Roselawn Avenue<br>Suite 31<br>Saint Paul, MN 55117-1940                                       | <b>CONTACT NAME:</b> Ann Ross<br><b>PHONE (A/C, No, Ext):</b> (651) 288-5137<br><b>FAX (A/C, No):</b> (651) 286-0560<br><b>E-MAIL ADDRESS:</b> ann.ross@hubinternational.com  |                               |        |   |       |  |       |  |       |   |       |  |       |             |
|---|---|-------------------------------|--------|---|-------|--|-------|--|-------|---|-------|--|-------|-------------|
|   | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER E : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : The Phoenix Insurance Company | 25623 | INSURER B : The Travelers Indemnity Company of America | 25666 | INSURER C : Travelers Property Casualty Company of America | 25674 | INSURER D : The Travelers Indemnity Company | 25658 | INSURER E : Continental Casualty Company | 20443 | INSURER F : |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |   |       |  |       |  |       |   |       |  |       |             |
| INSURER A : The Phoenix Insurance Company   | 25623   |                               |        |   |       |  |       |  |       |   |       |  |       |             |
| INSURER B : The Travelers Indemnity Company of America  | 25666   |                               |        |   |       |  |       |  |       |   |       |  |       |             |
| INSURER C : Travelers Property Casualty Company of America  | 25674   |                               |        |   |       |  |       |  |       |   |       |  |       |             |
| INSURER D : The Travelers Indemnity Company   | 25658   |                               |        |   |       |  |       |  |       |   |       |  |       |             |
| INSURER E : Continental Casualty Company  | 20443   |                               |        |   |       |  |       |  |       |   |       |  |       |             |
| INSURER F :   |   |                               |        |   |       |  |       |  |       |   |       |  |       |             |
| <b>INSURED</b><br>AMERICAN CONSULTING SERVICES INC<br>AMERICAN ENGINEERING TESTING INC<br>AMERICAN PETROGRAPHIC SERVICES INC<br>550 CLEVELAND AVE N<br>ST PAUL, MN 55114-1804 |   |                               |        |   |       |  |       |  |       |   |       |  |       |             |


**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|-------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | P630539K8896PHX22 | 1/1/2022                | 1/1/2023                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                         |           |          | 8102L6457122143G  | 1/1/2022                | 1/1/2023                | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0   |           |          | CUP3K2260092143   | 1/1/2022                | 1/1/2023                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000  |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | UB9H9151012143G   | 1/1/2022                | 1/1/2023                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                    |
| E        | PROF/POLL LIABILITY   |           |          | ECH254066939      | 1/1/2022                | 1/1/2023                | EACH CLAIM \$ 10,000,000  |
| E        | RETRO: 070287   |           |          | ECH254066939      | 1/1/2022                | 1/1/2023                | AGGREGATE \$ 15,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RENEWALS: contracts@teamAET.com

**CERTIFICATE HOLDER**                      **CANCELLATION**

|                          |  |
|--------------------------|--|
| ILLUSTRATION CERTIFICATE | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--------------------------|--|



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |   |   |
|--|---|---|
| Print or type.<br>See Specific Instructions on page 3. | <p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br/><b>AMERICAN ENGINEERING TESTING, INC.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>  |   |
|  | <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input checked="" type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> | <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
|  | <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br/><b>550 CLEVELAND AVENUE NORTH</b></p> <p><b>6</b> City, state, and ZIP code<br/><b>SAINT PAUL, MN 55114</b></p>   | <p>Requester's name and address (optional)</p>  |
|  | <p><b>7</b> List account number(s) here (optional)</p>  |   |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |   |   |   |   |   |   |   |   |   |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| <b>Social security number</b>         |   |   |   |   |   |   |   |   |   |
|                                       |   |   |   |   |   |   |   |   |   |
| <b>or</b>                             |   |   |   |   |   |   |   |   |   |
| <b>Employer identification number</b> |   |   |   |   |   |   |   |   |   |
| 4                                     | 1 | - | 0 | 9 | 7 | 7 | 5 | 2 | 1 |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                            |               |
|------------------|----------------------------|---------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ 1/1/22 |
|------------------|----------------------------|---------------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

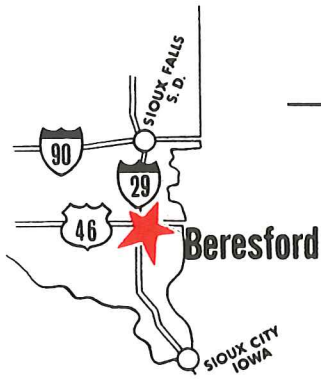
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# City Of Beresford

---



101 N. Third  
Beresford, S.D. 57004-1796  
PHONE: (605) 763-2008  
FAX: (605) 763-2329

February 17, 2023

RE: South Dakota Good and Healthy Community Grant

The City of Beresford is excited to partner with Beresford PRCE on the Good and Healthy grant project. The creation of additional Outdoor Physical Activity and Fitness spaces is essential for the continued healthy growth of our citizens. The City is already committed to installing the Outdoor Fitness Park that has already been purchased and is willing to expand that commitment to the Fitness Parks and Fitness Stations described in this application. Additionally, the City of Beresford will assist in the communication of the availability of these facilities.

Thank you.

Nathan Anderson  
Mayor

**Good & Healthy Community RFA Budget Template**  
**Applicant Name: Beresford Parks, Recreation & Community Education (PRCE)**

| Funding Type (Salary, Supplies, Travel, Other)          | Strategy Name/Description of Cost   | Funds Requested     | In-kind contributions (not required)  |
|---|---|---------------------|---|
| <b>SALARY</b>   |   |                     |   |
|   | Mental Health First Aid for Rural Communities Training - Instructor Stipend   | \$5,000.00          |   |
|   | Youth Mental Health First Aid Training - Instructor Stipend   | \$5,000.00          |   |
|   | Teen Mental Health First Aid Training - Instructor Stipend  | \$5,000.00          |   |
| <b>SUPPLIES</b>   |   |                     |   |
|   | Teen/Adult Fitness Unit x 4 to be placed at strategic points of our community hiking and biking trail: This adult fitness package is perfect for parks and trails. Featuring multiple stations for a full-body workout, it's a great way to bring your community outdoors for exercise. GTfit products combine high quality, durable products with research from industry-leading professionals to create a flexible outdoor fitness solution for your community. | \$70,000.00         | The City of Beresford will install each of the fitness units as in-kind labor and provide maintenance to the project. |
|   | Slow Burn Fitness Course to be placed at the new youth baseball/softball fields: GTfit outdoor gym spaces are designed for users of all fitness levels, abilities and ages. Fitness areas feature products that allow the user to train upper body, core, lower body, aerobic fitness & balance.  | \$22,000.00         | The City of Beresford will install the fitness course as in-kind labor and provide maintenance to the project.        |
|   | Mental Health First Aid For Rural Communities Instructor Training   | \$2,400.00          |   |
|   | Youth Mental Health First Aid Instructor Training   | \$2,400.00          |   |
|   | Teen Mental Health First Aid Instructor Training  | \$2,400.00          |   |
|   | Mental Health First Aid for Rural Communities Training - curriculum materials   | \$1,500.00          |   |
|   | Youth Mental Health First Aid Training - curriculum materials   | \$1,500.00          |   |
|   | Teen Mental Health First Aid Training - curriculum materials  | \$1,500.00          |   |
|   |   |                     |   |
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|   |   |                     |   |
| <b>TRAVEL</b>   |   |                     |   |
|   |   |                     |   |
|   |   |                     |   |
|   |   |                     |   |
| <b>Administrative:</b>                                  |   |                     |   |
| Ancillary Costs (may not exceed 10% of proposed budget) | None requested  |                     |   |
| Indirect/Administrative Costs (may not exceed 5.9%)     | None requested  |                     |   |
| <b>Total Funds Requested: (Cannot Exceed \$25,000)</b>  |   | <b>\$118,700.00</b> |   |

**jerry@bmtc.net**

---

**From:** Klungseth, Scott <Scott.Klungseth@k12.sd.us>  
**Sent:** Friday, February 17, 2023 1:42 PM  
**To:** Nathan Anderson; Jerry Zeimetz  
**Cc:** elaine@bmtc.net  
**Subject:** Re: City Commitment on PRCE Grant Project  
**Attachments:** GoodandHealthyCommunityGrant\_RFA\_BudgetTemplate (1).xlsx

At the link below:

[Good & Healthy Community Grant – Good & Healthy SD \(goodandhealthysd.org\)](http://goodandhealthysd.org)

I am still working on the narrative section but I have attached the first run at the budget.

Scott

---

**From:** Nathan Anderson <nathana@bmtc.net>  
**Sent:** Friday, February 17, 2023 1:39 PM  
**To:** Klungseth, Scott <Scott.Klungseth@k12.sd.us>; Jerry Zeimetz <jerry@bmtc.net>  
**Cc:** elaine@bmtc.net <elaine@bmtc.net>  
**Subject:** RE: City Commitment on PRCE Grant Project

**Caution:** This email originated from outside the K-12 email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Scott,

Thanks for finding this. Do you have a copy grant language and requirements we could look at?

Nathan

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** "Klungseth, Scott" <Scott.Klungseth@k12.sd.us>  
**Date:** 2/17/23 1:20 PM (GMT-06:00)  
**To:** Jerry Zeimetz <jerry@bmtc.net>, nathana@bmtc.net  
**Cc:** elaine@bmtc.net  
**Subject:** City Commitment on PRCE Grant Project

Jerry and Nathan:

PRCE is working on a South Dakota Good and Health Community Grant application that is due on March 1. Part of the grant application is to receive a couple of Letters of Support/Commitment from partner organizations.

One aspect of the grant project is the purchase and installation of the outdoor fitness equipment strategically placed along the current walking/biking path and then also an Outdoor Fitness Park adjacent to the new youth baseball/softball fields when they are built.

The grant would pay for all the outdoor fitness equipment. We are asking the City of Beresford to commit to assist with the installation of the equipment. Basically, it would involve finalizing the specific locations and digging the holes so the equipment could be cemented in.

I have attached a sample of the commitment/partnership letter. I would need this letter back during the last week in February so I can meet the application deadline.

Please let me know any additional information you would like from me.

Thank you.

Dr. Scott Klungseth, Director  
Beresford PRCE

## 2023 SEASONAL HELP WANTED

### CITY OF BERESFORD

#### SWIMMING POOL

**Pool Manager** – Requires First Aid, WSI, CPR and Life Guard Training. Will be responsible for scheduling, pool money transactions and general operation of the pool facilities.

**Life Guards** – Requires First Aid, CPR and Life Guard Training, WSI optional

**Attendants** – Responsible for enforcing rules at top of water slide, communicating with customers, working front desk, locker room cleaning and poolside cleanup (position **does not** require life guard training)

**Special Note** – Applicants for Pool Manager and Life Guard positions must include copies of WSI and CPR cards with the application.

#### PARK DEPARTMENT

**Maintenance Workers** – Will be required to operate power lawn and garden equipment and perform manual labor in the care of park and recreation facilities.

#### BRIDGES GOLF COURSE

**Golf Maintenance Workers** – Will perform work related to the maintenance and operation of a 9-hole golf course or other duties as assigned.

#### PUBLIC WORKS DEPARTMENT

**Maintenance Workers** - Will perform maintenance work to assist the Street, Water and Sewer Departments

*Application forms available at and returned to City Hall.*

*101 North 3<sup>rd</sup> Street, Beresford, SD 57004*

*Applications close March 24, 2023*

An Equal Opportunity Employer

# District 3 Annual Meeting

Thursday, March 16, 2023

Renew old acquaintances, make new ones, learn about new legislation, and visit with representatives from state agencies and other elected officials.

The annual SDML district meetings are open to any SDML members. Mayors, town presidents, council members, and city officials are especially encouraged to attend. Area legislators, State agency representatives, and congressional delegates have also been invited. Attendees are able to register and bring guests.

## **Register Online**

\$25 per person

Registration/refund deadline: March 2

After the deadline, you may still attend, but you are not guaranteed a meal.

## **Schedule of Events**

6 p.m. CT | Social

7 p.m. CT | Dinner

7:30 p.m. CT | Program

## **Menu (Subject to change)**

Roast beef rolls served in brown gravy, boneless chicken breasts served in a chicken supreme white sauce, garlic red mashed potatoes, corn. Salad with dressings. Cash bar.

## **Location**

Morningside Event Center

307 E 6th Street

Alcester, SD

## **Accessibility Accommodations**

Auxiliary aids and other reasonable accommodation shall be made upon request to ensure that programs are fully accessible to all individuals. If you would like to request special accommodations, please contact the SDML office at 1-800-658-3633.

## **Other Opportunities**

If you are unable to attend the meeting in your district, you are welcome to attend a meeting in another district but you will not be able to participate in elections or votes.

City of Beresford Travel Voucher

Name: Mike Antonson Joe Knutson

1. Destination & Location of Event: Ramkota Hotel - Watertown, SD

2. Reason for travel: SDMEA Conf. + Technology Expo  
(Meeting Agenda, Training Schedule or other supporting documentation must be attached.)

3. Place of departure: Beresford, SD

4. Departure time & date: 1:00 pm April 3

5. Arrival time & date: 4:00 pm April 3

6. Cost of Lodging: \$96.99/nt.

Departure from destination:

7. Departure time & date: 2:00 pm April 5

8. Arrival time & date: 5:00 pm April 5

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: 1 Dinner, 1 Breakfast, 1 Lunch  
(Meals will be reimbursed at the state rate if not provided by the event host.)

Signature: [Signature] Date: 2/14/23

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: Clairne Johnson



# SDMEA CONFERENCE & TECHNOLOGY EXPO

April 3-5, 2023 | Watertown Event Center, Watertown, SD

Monday, April 3

6:00 p.m. SDMEA Board Meeting and Member Night  
(Optional) Meal on your own.

Tuesday, April 4

12-12:30 p.m. Registration

12:30 p.m. Presentations Begin

4:15 p.m. Vendor Show Begins

6:00 p.m. Prime Rib Dinner

Wednesday, April 5

7:30-8:30 a.m. Breakfast Buffet

8:30 a.m. Presentations Begin

11:45 a.m.-12:30 p.m. Lunch Buffet

1 p.m. Terex Tour- Terex Building (optional)

REGISTER ONLINE

[www.sdmunicipalleague.org/events](http://www.sdmunicipalleague.org/events)

## Registration Fees

SDMEA Member  
Municipality | \$150

Non-Member | \$175

*Registration per person  
includes dinner on April 4,  
and breakfast and lunch  
on April 5.*

## Room Block

Ramkota Hotel,  
Watertown, SD.  
\$96.99 plus tax  
605-886-6127  
Block is under SDMEA  
Conference.

Reserve by March  
18. Rooms may still be  
available after that time  
at a higher rate.

**Special thanks to the SDMEA Board Members and Operations  
and Conference Committee for the 2023 SDMEA Conference**

### SDMEA Board

President: Russell Halgerson,  
Brookings Municipal Utilities  
Vice President: Jerry Jongeling, Sioux  
Falls Traffic, Light and Power  
Trustee: Mike Antonson, Beresford  
Trustee: Monty Munkvold, Vermillion  
Light and Power  
Trustee: Bert Magstadt, Watertown  
Municipal Utilities

### Operations and Conference

Ryan Thompson, BMU  
Chad Collins, Volga  
Kyle Hills, Sioux Falls Traffic,  
Light and Power  
Brian Benson, WMU  
Travis Tarr, Vermillion Light  
and Power

SAVE THE DATE!

**2024 Conference**  
April 1-3, Watertown

**NOTICE OF MEETING OF  
LOCAL REVIEW BOARD  
CITY OF BERESFORD**

**SDCL 10-11-13**

NOTICE IS HEREBY GIVEN that the governing body, sitting as a Review Board of Beresford, Municipality, Lincoln and Union Counties, South Dakota, will meet at the Beresford City Council Chambers, 103 N. 3<sup>rd</sup> St. at 7:00 p.m. in said taxing jurisdiction on Monday, the 20th day of March, 2023 (being the 3<sup>rd</sup> Monday in March) for the purpose of reviewing and correcting the assessment of said taxing district for the year, 2023.

All persons considering themselves aggrieved by said assessment, are required to notify the clerk of the local board no later than March 16, 2023.

**Elaine Johnson, Finance Officer  
City of Beresford**