

**BERESFORD CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday, May 2, 2022 7:00 P.M.  
Beresford City Council Chambers – 103 N. 3<sup>rd</sup> St.**

[1] – Call to Order & Roll Call

[2] – Adopt Agenda

[3] – Approve Minutes – April 18, 2022

[4] – Public Hearings

[5] – Visitors to be heard

[6] – Committee/Mayor Reports

[7] – Department Head and City Administrator Reports

- Michael Schurch – Police Chief
  - Parking at corner of W. Main and S. 7<sup>th</sup> St.
  - Reconsider speed limit on W. Main from W, 8<sup>th</sup> St. to W. 13<sup>th</sup> St.
- Jeff Heidebrecht – S/W/S Supt. – update on smoke testing of sewer mains

[8] – Old Business

- Swimming pool concession update

[9] – Payment of Bills

[10] – Executive Session – proprietary

[11] – Discussion & Information Items

- Grant award from Beresford Area Foundation for improvements to Grace V. Nelson restroom facilities

[12] – Adjournment

**SEATING OF NEW CITY COUNCIL**

[1] – Oath of Office and Certificate of Election

- Present Certificates of Election and administer oaths office to Mayor Nathan Anderson, Ward 1 Councilman Troy Boone, Ward II Councilman Michael Tiedeman and Ward III Councilwomen Teresa Sveeggen

[2] – Call to Order and Roll Call of the new City Council

[3] – Adopt Agenda

[4] – New Business

- Nominations for President of the Beresford City Council
- Nominations for Vice-President of the Beresford City Council
- Mayoral Appointments
- School Resource Officer Position – approval to submit grant application for partial funding of position
- Agreement with Banner Associates, Inc. for ballfield design services
- Review plat of Beresford East Substation Addition to the City of Beresford
- Step pay increase for Police Officer Alex Defries
- Seasonal hires for swimming pool

- Seasonal hire for Golf Course/Park
- P/T hire for recycling center and landfill on an as needed basis
- Review 2022 swimming lesson fees
- Authorize advertising for F/T position in Street/Water/Sewer Dept
- Letter of support for SD Hwy 46 grant funding
- Notice of public hearing regarding issuance of lease revenue certificate for ballfield complex to be held May 16

[5] – Approval of Travel Request

- GOSCOMA Spring Conference, Spearfish, May 24-27, Zeimetz
- Human Resource/Finance Officer School, June 7-10, Johnson

[6] - Adjournment

Welcome to your City Council Meeting

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

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

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

Topic: City Council Meeting Monday May 2, 2022

Time: May 2, 2022 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 546 078 0834

Passcode: **Beresford**

One tap mobile

+12532158782,,5460780834#,,,,\*140120663# US (Tacoma)

+13462487799,,5460780834#,,,,\*140120663# US (Houston)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 546 078 0834

Passcode: 140120663

Find your local number: <https://us02web.zoom.us/j/5460780834?pwd=bittbHg1QjJ5SDYxaUF0b0VGZ3crQT09>

**BERESFORD CITY COUNCIL**  
**Monday, April 18, 2022**

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

**Members Present:** Mayor Nathan Anderson presiding, Troy Boone, Troy Doeden, Will Roelke, Art Schott, Teresa Sveeggen, Mike Tiedeman

**Also Present:** Elaine Johnson, Finance Officer; Jerry Zeimetz, City Administrator; Tom Frieberg, City Attorney; Michael Schurch, Police Chief (via Zoom)

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

**Approve Minutes:** A motion to approve the April 4, 2022 meeting minutes was made by Boone and seconded by Doeden. All present Council members voted aye; motion carried.

**Visitors to be Heard:**

Lonnie Merriman informed Council of the plans for the street dance to be held outside Klassix during the Old-Fashioned Weekend.

**Committee/Mayor Report**

**Parks & Rec. Committee:**

- **Swimming Pool Concessions:** Several options were discussed at length. Due to the low number of applicants for positions at the pool, it is not feasible to include concessions as part of their duties. It was agreed to share the information on social media to see if there are any outside groups interested in running the concession stand. The topic will be revisited at the May 2 meeting.
- **Proposed Ballfield Expansion:** A proposal for additional ballfields by the Grace V. Nelson ballpark was presented and a tentative plan was explained by Tiedeman. Beresford Schools has expressed interest in assisting with this project. Following discussion of the plan, timeline and potential funding, a motion was made by Tiedeman to authorize the City to move forward on the ballfield expansion plan with a maximum budget of \$3 million. The motion was seconded by Boone and all present Council members voted aye; motion carried.

**Department Head and City Administrator Reports**

**Elaine Johnson, Finance Officer:**

- **2021 Annual Report:** Johnson presented the 2021 Annual Report as prepared by auditors Quam, Berglin and Post. Once approved, the report will be submitted to the State as required. A motion was made by Schott, second by Tiedeman, to approve the 2021 Annual Report. All present Council members voted aye; motion carried.
- **March 2022 Financial Report:** Johnson highlighted some of the revenue and expenditures from the March financials. A motion to accept the March, 2022 financial reports was made by Boone. The motion was seconded by Roelke and all present Council members voted aye; motion carried.
- **License Renewals:** Sveeggen made a motion, second by Tiedeman, to approve the following retail on- and off-sale malt beverage and SD farm wine license renewals for July 1, 2022 through June 30, 2023: Bridges at Beresford, Total Stop, Jet Truck Plaza, Dollar General Store and Family Dollar Store. All present Council Members voted aye; motion carried.
- **State and Local Fiscal Recovery Funds (SLFRF):** Johnson reported the City has received approximately \$186,000 of \$364,348.31 in Coronavirus SLFRF money. To receive the remaining funds, a specific project needs to be designated. Motion by Schott, second by Tiedeman, to specify relining sewer lines as the project for SLFRF funds received. All present Council members voted aye; motion carried.

**Jerry Zeimetz, City Administrator:**

- **DANR Funding Request:** Zeimetz updated Council on the funding request for the wastewater collection/treatment improvements and 7<sup>th</sup> Street utility extension projects. Total estimated cost for the project is \$15,260,000; in addition to ARPA grant money (approximately \$5 million) and

loan forgiveness through the State of SD (approximately \$135,000), a low-interest loan is available. Due to changes in Federal regulations, the wastewater project is mandatory to remain in compliance. Further discussion and action will be taken at a future meeting.

**Old Business:**

- **15 MPH Speed Limit:** After meeting with the Public Safety Committee, Police Chief Schurch made a recommendation to reduce the speed limit to 15 MPH on West Main St. between 8<sup>th</sup> St. and NW 13<sup>th</sup> St. Changes in signage and posts on social media will be done to educate the public on this change. A motion was made by Doeden to reduce to the speed limit to 15 MPH on West Main St. between 8<sup>th</sup> St. and NW 13<sup>th</sup> St. The motion was seconded by Schott and all Council members voted aye; motion carried.

**New Business**

- **Resolution #2022-08:** As equipment and labor rates have not been updated since 2013, a motion was made by Schott to adopt Resolution 2022-08: Labor and Equipment Rates. The motion was seconded by Tiedeman and all Council members voted aye; motion carried.

**RESOLUTION 2022-08  
LABOR & EQUIPMENT RENTAL RATES**

The following labor and rental rates shall be used when City forces perform work that is to be billed to another party. **City equipment cannot be operated by a non-city employee.** Includes the following departments: Electric, Telephone, Street, Water, Sewer and Parks.

**Labor Rate:** Regular time = \$60.00/hour per person or department head \$70.00/hour  
Overtime rate = \$80.00/hour per person or department head \$90.00/hour

**Equipment:**

Mini Excavator	\$75.00 per hour
Suc Vacuum	\$75.00 per hour
Bore Machine (one product 2" and under)	\$125.00 base/setup fee + \$15.00/ft.
**Not subject to labor rates & does not include material**	
Additional fees if used (including \$125.00 base/setup fee + \$15.00/ft.)	
- 6" Reamer	\$5.00/ft.
- 10" Reamer	\$8.00/ft.
5110 Trencher	\$125.00 per hour
SX 420 Trencher Plow	\$65.00 per hour
12" Tree Chipper	\$90.00 per hour
85' Aerial Bucket Truck	\$200.00 per hour
42' Aerial Bucket Truck	\$150.00 per hour
50' Digger Derrick	\$160.00 per hour
Pole Trailer	\$15.00 per hour
12,000 lb. 20' Tilt Bed Trailer	\$15.00 per hour
12,000 lb. 20' Deck Trailer with 100 KW 3 Phase Portable Generator	\$100.00 per hour plus fuel
Wire Reel Trailer	\$15.00 per hour
24,000 lb. Tilt Deck Trailer	\$15.00 per hour
20' x 40' Portable Stage – Outside City Limits	\$325.00 plus \$5.00/mile one way only
20' x 40' Portable Stage – Inside City Limits	\$150.00
100 KW 3 Phase Portable Generator	\$75.00 per hour plus fuel
Whacker Packer	\$20.00 per hour
Concrete Gas-Powered Saw	\$15.00 per hour plus wear on the blade
Chainsaws – 14", 16", 18", 25"	\$15.00 per hour
Pole-Mounted Chain Saw	\$15.00 per hour
1 Ton Dually with 9' Dump Truck	\$60.00 per hour
Dump Truck, 5 cy	\$60.00 per hour
Dump Truck, 10 cy	\$80.00 per hour
Dump Truck, 10 cy and pup	\$160.00 per hour

Motor Grader	\$80.00 per hour
Backhoe Unit	\$80.00 per hour
Lease 3-yd Loader	\$125.00 per hour
Tractor & 7' Mower	\$50.00 per hour
15' Mower	\$25.00 per hour plus subject to tractor lease
Street Sweeper	\$100.00 per hour
Paver	\$100.00 per hour – 3 people minimum
Roller	\$40.00 per hour
Park Mower	\$45.00 per hour
Snow Blower	\$45.00 per hour
Tiller	\$45.00 per hour
Polaris Ranger	\$45.00 per hour
UTV & Turbine Blower	\$30.00 per hour
Asphalt Cutter	\$20.00 per hour (requires Volvo loader)
Parking Lot Sanding:	Minimum of 1 hour of labor rate plus equipment rate
Parking Lot Sweeping:	Minimum of 1 hour of labor rate plus equipment rate
<b>Skid Loader with Bucket</b>	\$45.00 per hour plus attachment
<b>Skid Loader Attachments</b>	\$65.00 per hour
24' Curb Grinder	
<b>Skid Loader Attachments</b>	\$25.00 per hour
84" Broom	
Hydro Hammer Skid Loader Mounted	
HYD. Jack Hammer Hand-Held 60# Class	
HYD. Tamper	
78" Snow Blower	
8' V – Snow Blade	
Grapple Forks	
Post Auger with 9", 18" and 24" Auger	
SweepAll PSE 3960	
<b>Skid Loader Attachments</b>	\$15.00 per hour
8' Snow Bucket	
Pallet Forks	
<b>Delivery Charge:</b> Any equipment delivery	\$5.00/mile one way

A minimum charge of one hour will be made for any services performed. Such rates will include the labor charge and equipment charge. Ex: motor grader and labor, 1 hour = \$80.00 + \$60.00 = \$140.00 per hour).

Time will be calculated from the starting time requested by the hiring party.

City forces will not perform work that is available through local private contractors.

Adopted this 18<sup>th</sup> day of April, 2022

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

ATTEST:

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

- **Seasonal Hires:** A motion was made by Schott, second by Roelke. to hire the following as seasonal hires for the for Bridges Clubhouse, Swimming Pool, Parks, Electric Dept. & Street Dept. All Council members voted aye; motion carried. All wages are hourly: Chris Kropuenske, \$12.85; Jerry Antonson, \$11.75; Chase Lyle, \$10.20; Cody Klungseth, \$11.35; Kent Anderson, \$11.15; Ryne Klungseth, \$11.15; Ashton Tjaden, \$11.55; Isaac Ward, \$11.15; Isaiah Richards, \$11.35; Max Orr, \$11.15; Tate VanOtterloo, \$11.15; Larry Boden, \$11.75; Cait Savey, \$16.00; Gage Lyle, \$14.00; Sydnie Boone, \$13.50; Jayden Palm, \$12.75; McKayla Roelke, \$12.75; Anna Atwood, \$13.25; Lowell Gillespie, \$12.75; Andrew Atwood, \$12.50; Christian Perry, \$12.50; Addison Peterson, \$9.95; Jade Rhody, \$9.95; Kendra Ellis, \$9.95; Olivia Davis, \$9.95; Tavyn Valder, \$9.95.
- **2021 Library Annual Report:** Doeden made a motion to approve the 2021 Library Annual Report. Motion was seconded by Boone and all Council members voted aye; motion carried.
- **Exemption from Building Permit Fee:** The South Eastern Development Foundation (a division of SECOG) has requested an exemption from building permit fees for the Governor's Houses they will be bringing to Beresford. After brief discussion, a motion was made by Schott, second by Tiedeman, to authorize a 50% discount on building permit fees for the South Eastern Development Foundation. All Council members voted aye; motion carried.

#### Discussion & Information Items

- **Smoke Testing of Sewer Lines:** Finance Officer Johnson informed Council that the Street Dept. will be working with the SD Association of Rural Water to be perform smoke tests of sewer lines on April 25 and 26, 2022. Notices will be posted on social media.

#### Approval of Travel Requests

A motion to approve the following travel requests was made by Doeden and seconded by Schott. All present Council members voted aye; motion carried.

- MRES Annual Meeting/SDMPA Annual Meeting, Sioux Falls, May 11-12, Antonson
- SD Water & Wastewater Seminar, Pierre, April 20-21, Kropuenske

**Payment of Bills:** A motion to approve payment of the following bills was made by Sveeggen and seconded by Doeden. All present Council members voted aye; motion carried.

Mike Antonson, conf. meals, \$43.00; Ban-Koe Co., fire alarm monitoring, \$378.00; Greg Bates, fuel reimb, \$306.78; Beal Dist., beer, \$356.15; Brosz Engineering, asphalt surface treatment, \$2000.00; Cadd Eng. Supply, supplies, \$99.85; Capital One Trade Credit, compressor, \$215.99; Cengage Learning, book, \$25.89; Center Point Large Print, book, \$53.84; CenturyLink, 911 circuit, \$105.34; CHS, paver, \$2447.85; City of Beresford, malt beverage license, \$150.00; City of SF Public Works, tipping fees, \$4632.77; Core & Main, hydrant repair/kit, \$5672.98; Dakota Beverage, beer, \$364.40;

Dakota Data Shred, service, \$89.44; Discount Playground Sup., parts, \$245.10; ECHO Group, resale, \$682.90; Express Comm., toll settlement, \$2248.31; FARR Technologies, eng. fees/CALEA, \$162.50; High Plains Tech., subscription, \$75.00; Jack's Uniforms., safety equip., \$906.15; Jerry's Chevrolet, service, \$57.86; Johnson Bros. Famous Brands, liquor, \$250.60; KCL Group Benefits, insurance, \$151.20; KVHT, advertising, \$50.00; Lands' End, clothing, \$196.70; Lincoln Co. Reg. of Deeds, annexation fee, \$30.00; Michael's Fence, dog park fence, \$19,586.00; MidAmerica Comp. Corp., billing fee, \$3451.17;

MidAmerican Energy, natural gas, \$4224.55; MidAmerica Books, books, \$107.75; MidAmerican Research Chem., supplies, \$584.17; MN Mun. Util. Assn., safety program, \$3612.50; ND Telephone Assn., reg. fee, \$270.00; NENA, subscription, \$255.00; New Century Press, publishing, \$252.66; Nexstar Broadcasting, affiliate fees, \$138.75; Northern Truck Equip., equip. repair, \$513.74; NTCA, membership, \$4620.90; Office Depot, supplies, \$458.37; Olson's Pest Tech., service, \$58.00; Overdrive, Inc., book, \$152.00; Parker Farm & Auto, filter order, \$976.05; Pedersen Machine, supplies, \$786.25;

Performance Foodservice, food, \$1568.99; Printing Plus, cards, \$29.82; Quam, Berglin & Post, 2021 compilation, \$3500.00; R&R Prod., fuel filter, \$35.00; Radiant Life Min., affiliate fees, \$307.50; Roo's Sanitation, disposal serv., \$5419.00; SD Dept. of Rev., malt beverage license, \$150.00; SDN Comm., route set delivery, \$886.55; SDWWA, seminar, \$100.00; Stuart C. Irby, UG hardware, \$1200.00; T Time Golf Co., merchandise, \$4182.68; The Fillin' Station, parts, \$50.00; Vantage Point, CALEA, \$160.00; Vast Broadband, service, \$17.17; Washington Nat'l Ins., insurance, \$84.30; Wells Fargo, CC charges, \$2530.44.

**Adjournment:** As there was no further business, Mayor Anderson adjourned the meeting at 8:00 p.m.

---

Elaine Johnson, Finance Officer  
Recorded by Kathy Stuessi

Leaving  
a  
Legacy



## BERESFORD AREA FOUNDATION

*Our mission is to invest the legacy from our past to build the future.*

P.O. Box 84  
Beresford, SD 57004

---

April 28, 2022


City of Beresford  
Attn: Jerry Zeimetz, City Administrator  
101 N. 3<sup>rd</sup> Street  
Beresford, SD 57004

RE: Grant Award

Dear Jerry:

Thank you for your Grant Application with respect to improvements at the Grace Nelson Baseball/Softball facility. In view of the exciting changes projected there, the Beresford Area Foundation Board of Directors wanted to be part of the improvements at the facility. Therefore, the Board voted to approve your fund request in full in the amount of \$16,879.65. As soon as I have the funds from the Community Foundation in Pierre I will contact you to make arrangements for a presentation and perhaps a press release announcing what the plans are for the entire facility.

Sincerely yours,

  
Michael J. McGill  
MJM/cs

### BOARD OF DIRECTORS

Chair – MIKE MCGILL ~ Vice-Chair – STUART CARLSON  
Treasurer – TROY ANDERSON ~ Secretary – JANE NORLING  
SALLY DOLAN ~ KAY GROSVENOR ~ KATHY HILL  
DUSTIN DEGEN ~ MARK JENSEN

**jerry@bmtc.net**

---

**From:** Pat Carey <patc@bannerassociates.com>  
**Sent:** Thursday, April 28, 2022 5:57 PM  
**To:** Jerry Zeimet - City of Beresford (jerry@bmtc.net)  
**Subject:** Beresford Ballfield Design Banner-Confluence-Agreement Between Owner Engineer for Professional Services  
**Attachments:** Beresford Ballfield Design Banner-Confluence-Agreement Between Owner Engineer for Professional Services.pdf

Jerry:

Lyle and I had a chance to identify our scopes for the design of the ballfield complex as described in the attached professional services agreement.

Our fee is based on an estimated \$2 million construction project for the fields - we also looked at anticipated design hours to verify the fee request.

Please review with the City Council and let me know if there are any questions.

We appreciate the opportunity to continue our work on this project.

Best Regards,

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

[cid:image001.png@01D85B29.54D3E7F0]<<https://bannerassociates.com/>>

Banner Associates, Inc.

409 22nd Avenue South, Brookings, South Dakota 57006

Tel | 605.692.6342 Toll Free | 1.855.323.6342

Direct Dial | 605.696.9165 Cell | 605.690.7022

[www.bannerassociates.com](http://www.bannerassociates.com) <<http://www.bannerassociates.com/>>

[cid:image002.png@01D85B29.54D3E7F0]<<https://www.facebook.com/bannerassociates/>>

[cid:image003.png@01D85B29.54D3E7F0] <<https://www.instagram.com/bannerassociates/>>

[cid:image004.png@01D85B29.54D3E7F0] <<https://www.linkedin.com/company/10669932/>>

Confidentiality Notice: This E-Mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. & 2510-2524, is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, and permanently delete the original and destroy any copy, including written (printed) copies of this email and any attachments thereto. Thank You.



**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of May 2, 2022 ("Effective Date") between the City of Beresford, South Dakota ("Owner") and Banner Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

**Beresford Ballfield Design Services** ("Project").

Engineer's services under this Agreement are generally identified as follows:

**Preliminary Planning Services:**

Previously completed – Banner Associates Project #23651.00

**Design Engineering and Bidding Services:**

**Services by Banner Associates, Inc.**

Provide topographic survey for design;  
Project coordination meeting (1 each - prelim design and final design);  
Design water and sewer utility locations; roadway and parking lot grading surface; storm drainage and field grading surface;  
Design of storm water pollution prevention plan;  
Final Design and Construction Documents;  
Prepare Opinion of Probable Project Cost;  
Bidding Documents and Bidding Assistance.

**Subconsultant Services by Confluence**

Schematic design (CAD format) of overall site;  
Development of finish grades and elevations for ballfields;  
Design of field amenities – fence, irrigation, dugouts, batting cages;  
Design of improvements to existing field #2 – grading; irrigation and fence replacement;  
Design of walks and pedestrian improvements;  
Final Design and Construction Documents;  
Prepare Opinion of Probable Project Cost;  
Bidding Documents and Bidding Assistance.

**Construction Services:**

Not included in this scope – added as a future phase after project is bid

---

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Design Engineering and Biddings Services within the following specific time period:
  - 1. Development of final construction documents by end of September 2022.
  - 2. Anticipated project bidding in November 2022.
  - 3. Construction start anticipated spring / summer 2023.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Design Engineering and Bidding Services as follows:
  - 1. A Lump Sum amount of \$117,500.00.
  - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: None.

- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

### 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

- 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.i.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

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

#### 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

#### 8.01 *Attachments: Appendix 2, Engineer's Standard Hourly Rates.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Beresford, South Dakota

Engineer: Banner Associates, Inc.

By: \_\_\_\_\_

By: Pat Carey

Print name: Nathan Anderson

Print name: Pat Carey, PE

Title: Mayor

Title: Sr. Vice President

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

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

Engineer License or Firm's Certificate No. (if required):

C-136

State of: South Dakota

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

103 North Third Street

PO Box 298

Beresford, South Dakota 57004

409 22<sup>nd</sup> Avenue South

Brookings, South Dakota 57006

This is **Appendix 2, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **May 2, 2022**.

## **Engineer's Standard Hourly Rates**

---

### *A. Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

### *B. Schedule of Hourly Rates:*

#### Schedule of Labor Rates and Expense

Banner Associates, Inc.

January 2022





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)

## SCHEDULE OF LABOR RATES AND EXPENSES

January 2022

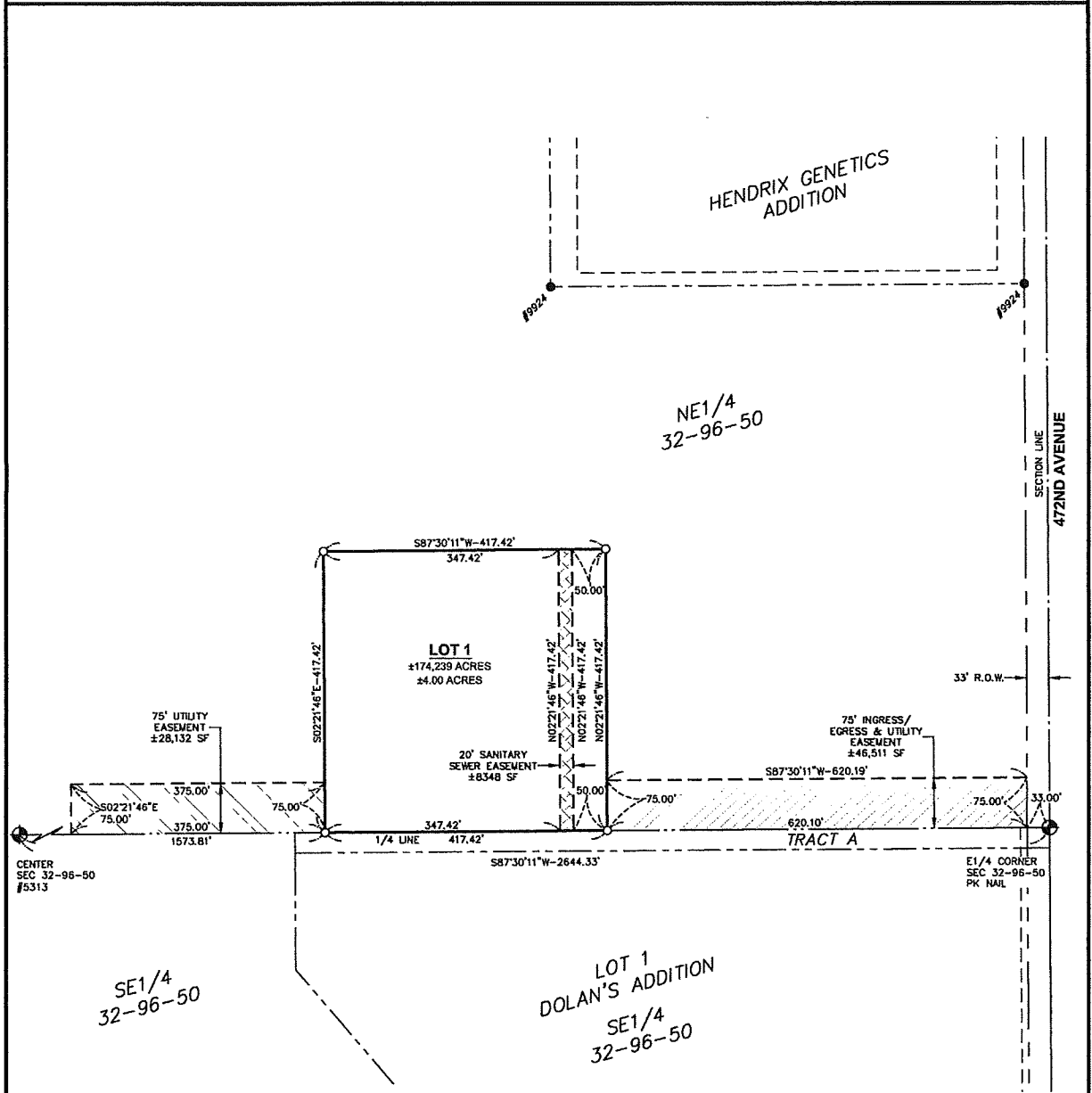
Administrative .....	\$65.00 to \$160.00/Hour
Surveying/Geomatics .....	\$70.00 to \$150.00/Hour
Engineering Technician .....	\$65.00 to \$120.00/Hour
Environmental Scientist .....	\$65.00 to \$145.00/Hour
Staff Engineer .....	\$90.00 to \$120.00/Hour
Project Engineer .....	\$110.00 to \$160.00/Hour
Project Manager .....	\$125.00 to \$230.00/Hour

1. Meals at State Rates.
2. Lodging at actual cost.
3. Reimbursables:
 

Mileage .....	\$0.70/Mile
Photocopy .....	0.08/Copy
Black & White 11x17 Laser Prints.....	0.15/Sheet
4. All other direct project expenses at actual cost of materials.

Rates are subject to change annually.

**PLAT OF LOT 1 OF  
BERESFORD EAST SUBSTATION ADDITION  
TO THE CITY OF BERESFORD, LINCOLN COUNTY, SOUTH DAKOTA.  
CONTAINING ±174,239 SF (±4.00 AC)**



CENTER  
SEC 32-96-50  
#5313

E1/4 CORNER  
SEC 32-96-50  
PK N&L

SE1/4  
32-96-50

LOT 1  
DOLAN'S ADDITION  
SE1/4  
32-96-50

**LEGEND**

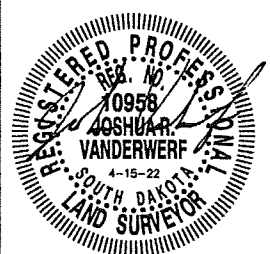
- - - - - EXISTING EASEMENT LINE
- \_\_\_\_\_ PROPERTY LINE
- \_\_\_\_\_ RIGHT OF WAY LINE
- \_\_\_\_\_ CENTER LINE
- \_\_\_\_\_ SECTION LINE
- \_\_\_\_\_ QUARTER LINE
- \_\_\_\_\_ SIXTEENTH LINE
- \_\_\_\_\_ PLATTED PROPERTY LINE
- ▨▨▨▨▨▨ 75' INGRESS/EGRESS EASEMENT
- ▩▩▩▩▩▩ 20' SANITARY SEWER EASEMENT
- ▧▧▧▧▧▧ 75' UTILITY EASEMENT
- FOUND MONUMENT
- SET 5/8" X 18" CAPPED REBAR
- ⊕ FOUND SECTION CORNER
- \_\_\_\_\_ PREVIOUSLY PLATTED DIMENSION



**GENERAL NOTES:**

1. BASIS OF BEARINGS FOR THIS DRAWING IS NAD83 SOUTH DAKOTA STATE PLANES, SOUTH ZONE, US FOOT.
2. RESEARCH OF EXISTING EASEMENTS OF RECORD WAS NOT PERFORMED.

**DGR ENGINEERING**  
2909 E. 57TH STREET, SUITE 101  
SIOUX FALLS, SD 57108  
(605) 339-4157 office  
(605) 339-4175 fax  
dgr.com



PLAT OF LOT 1 OF  
**BERESFORD EAST SUBSTATION ADDITION**  
 TO THE CITY OF BERESFORD, LINCOLN COUNTY, SOUTH DAKOTA.  
 CONTAINING ±174,239 SF (±4.00 AC)

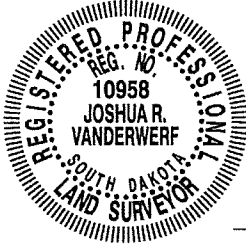
**SURVEYOR'S CERTIFICATE**

I, JOSHUA R. VANDERWERF, A REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA DO HEREBY CERTIFY THAT ON OR BEFORE APRIL 1, 2022, I HAVE SURVEYED A PORTION OF THE NE1/4 OF SECTION 32, TOWNSHIP 98 NORTH, RANGE 50 WEST OF THE 5TH P.M., LINCOLN COUNTY, SOUTH DAKOTA AND PLATTED THE SAME INTO LOT 1 OF BERESFORD EAST SUBSTATION ADDITION TO THE CITY OF BERESFORD, LINCOLN COUNTY, SOUTH DAKOTA WITH ACRES AND DIMENSIONS AS SHOWN ON THE ABOVE PLAT.

THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS LOT 1 OF BERESFORD EAST SUBSTATION ADDITION TO THE CITY OF BERESFORD, LINCOLN COUNTY, SOUTH DAKOTA.

I FURTHER CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE SAME TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY WAS PERFORMED AT THE REQUEST AND UNDER THE DIRECTION OF THE OWNERS FOR THE PURPOSE OF TRANSFER.

DATED THIS 15TH DAY OF APRIL, 2022.



*Joshua R. Vanderwerf*  
 \_\_\_\_\_  
 JOSHUA R. VANDERWERF LS REG. NO. 10958

**CERTIFICATE OF OWNER**

I NATHAN ANDERSON, MAYOR OF BERESFORD, SOUTH DAKOTA, OWNERS OF A TRACT OF LAND SHOWN IN THE ABOVE PLAT, HEREBY CERTIFY THAT I DID AUTHORIZE AND DO JOIN IN AND APPROVE THE ABOVE SURVEY AND PLAT, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. THERE IS HEREBY GRANTED TO THE CITY OF BERESFORD, OR TO THE HOLDER OF ANY UTILITY FRANCHISE, AN EASEMENT AT THE LOCATIONS SHOWN IN THE ABOVE PLAT FOR THE PURPOSE OF INSTALLING, ACCESSING, AND MAINTAINING ANY UTILITY LINE. ANY LAND SHOWN IN THE ABOVE PLAT AND DESIGNATED AS STREET, ROAD, ALLEY, PARK OR PUBLIC GROUND IS HEREBY DEDICATED TO PUBLIC USE AS SUCH FOREVER, BUT SUCH DEDICATION SHALL NOT BE CONSTRUED TO BE A DONATION OF THE FEE OF SUCH LAND.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS OWNER'S CERTIFICATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
 NATHAN ANDERSON, MAYOR  
 CITY OF BERESFORD, SOUTH DAKOTA

STATE OF SOUTH DAKOTA )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

ON THIS DAY, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, WITHIN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED NATHAN ANDERSON AND ACKNOWLEDGED THAT HE, AS MAYOR OF THE CITY OF BERESFORD, SOUTH DAKOTA, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING OWNER'S CERTIFICATE FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS, MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**CITY OF BERESFORD PLANNING COMMISSION**

BE IT RESOLVED BY THE BERESFORD PLANNING COMMISSION THAT THE ABOVE PLAT OF LOT 1 OF BERESFORD EAST SUBSTATION ADDITION TO THE CITY OF BERESFORD, LINCOLN COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED.

\_\_\_\_\_  
 CHAIRMAN, PLANNING COMMISSION

**CITY OF BERESFORD COUNCIL RESOLUTION NO.**

BE IT RESOLVED BY THE BERESFORD CITY COUNCIL THAT THE ABOVE PLAT OF LOT 1 OF BERESFORD EAST SUBSTATION ADDITION TO THE CITY OF BERESFORD, LINCOLN COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED.

I, \_\_\_\_\_ CITY FINANCE OFFICER OF THE CITY OF BERESFORD, SOUTH DAKOTA DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

\_\_\_\_\_  
 CITY FINANCE OFFICER

\_\_\_\_\_  
 MAYOR

**ROAD AUTHORITY CERTIFICATE**

I, \_\_\_\_\_ (NAME) \_\_\_\_\_ (TITLE) OF \_\_\_\_\_ (AGENCY), DO HEREBY CERTIFY THAT THIS PLAT AND ACCESS LOCATION HAS BEEN REVIEW BY ME OR MY AUTHORIZED AGENT AND THAT THIS PLAT IS RECOMMENDED FOR APPROVAL.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
 ROAD AUTHORITY  
 LINCOLN COUNTY, SOUTH DAKOTA

**TREASURER'S CERTIFICATE**

I, TREASURER OF LINCOLN COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE (AND FOREGOING) PLATS, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
 TREASURER  
 LINCOLN COUNTY, SOUTH DAKOTA

**DIRECTOR OF EQUALIZATION**

I, DIRECTOR OF EQUALIZATION OF LINCOLN COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
 DIRECTOR OF EQUALIZATION  
 LINCOLN COUNTY, SOUTH DAKOTA

**REGISTER OF DEEDS**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AT \_\_\_\_\_, S.D.  
 AND RECORDED IN BOOK \_\_\_\_\_ OF PLATS ON PAGE \_\_\_\_\_

\_\_\_\_\_  
 REGISTER OF DEEDS  
 LINCOLN COUNTY, SOUTH DAKOTA



**jerry@bmtc.net**

---

**From:** alison@bmtc.net  
**Sent:** Monday, April 25, 2022 8:51 AM  
**To:** Michael Schurch  
**Cc:** jerry@bmtc.net  
**Subject:** A Defries Step Conversation

Good Morning!

Alex is up for a step pay increase on 4/21/2022 from \$24.69/hr. to \$25.32/hr. This would be at 100% of the scale. Please advise your recommendation. Let me know if you have any questions!

Thanks!

*Alison O'Connell*

City of Beresford / Finance Assistant

101 N 3<sup>rd</sup> St. Beresford, SD 57004

605-763-2008

[alison@bmtc.net](mailto:alison@bmtc.net)

**jerry@bmtc.net**

---

**From:** alison@bmtc.net  
**Sent:** Friday, April 29, 2022 10:59 AM  
**To:** jerry@bmtc.net  
**Cc:** 'Greg Bates'; 'Elaine Johnson'  
**Subject:** RE: 2022 Pool Hires

Jerry,

Greg had an update to the Pool Hires for the 5/2/2022 Council Agenda. Please see the updated list below. Those highlighted in yellow, would be new hires. Could you update this for the 5/2/2022 agenda?

	Hire Date	Name	2022 Pay
Pool - Lifeguard	4/19/2021	Alex Jensen	\$ 12.75
Pool - Lifeguard	4/16/2018	Gabrielle Engbarth	\$ 13.50
Pool - Lifeguard	5/3/2021	Camryn Mulenkort	\$ 12.75
Pool - Lifeguard	5/2/2022	Kindra Sveeggen	\$ 12.50
Pool - Lifeguard	5/2/2022	Jack Stenen	\$ 12.50
Pool - Lifeguard	5/2/2022	Easton Buum	\$ 12.50
Pool - Lifeguard	5/2/2022	Aidan Hamm	\$ 12.50
Pool - Lifeguard	5/2/2022	Hailey Hamm	\$ 12.50
Pool - Lifeguard	5/2/2022	Gaval Valder	\$ 12.50
Pool - Lifeguard	5/2/2022	Hanah Colford	\$ 12.50
Pool - Lifeguard	5/2/2022	Jaxon Ahlgrim	\$ 12.50
Pool - Attendant	5/2/2022	Dawson Reis	\$ 9.95
Pool - Attendant	5/2/2022	Morgan DeRaad	\$ 9.95

Thanks!

*Alison O'Connell*

City of Beresford / Finance Assistant  
101 N 3<sup>rd</sup> St. Beresford, SD 57004  
605-763-2008  
[alison@bmtc.net](mailto:alison@bmtc.net)

---

**From:** jerry@bmtc.net <jerry@bmtc.net>  
**Sent:** Thursday, April 28, 2022 10:57 AM  
**To:** alison@bmtc.net  
**Cc:** 'Greg Bates' <gregorybates18@yahoo.com>; 'Elaine Johnson' <elaine@bmtc.net>  
**Subject:** RE: 2022 Pool Hires

Yes. Thanks.

---

**From:** [alison@bmtc.net](mailto:alison@bmtc.net) <[alison@bmtc.net](mailto:alison@bmtc.net)>  
**Sent:** Thursday, April 28, 2022 10:47 AM  
**To:** [jerry@bmtc.net](mailto:jerry@bmtc.net)  
**Cc:** Greg Bates <[gregorybates18@yahoo.com](mailto:gregorybates18@yahoo.com)>; Elaine Johnson <[elaine@bmtc.net](mailto:elaine@bmtc.net)>  
**Subject:** 2022 Pool Hires

**jerry@bmtc.net**

---

**From:** alison@bmtc.net  
**Sent:** Thursday, April 28, 2022 10:53 AM  
**To:** jerry@bmtc.net  
**Cc:** Greg Bates; Elaine Johnson  
**Subject:** 2022 Park Hire

Jerry,

Greg would like to hire Tyler Lewison at \$13.65 for the Golf Course/Park this summer. His wage is based on the 2022 PT Wage Scale "Grounds Maintenance". Could you add this to the 5/2/2022 Council agenda?

	Hire Date	Name	2022 Pay
Park	9/2/2003	Tyler Lewison	\$ 13.65

Thanks!

*Alison O'Connell*

City of Beresford / Finance Assistant

101 N 3<sup>rd</sup> St. Beresford, SD 57004

605-763-2008

[alison@bmtc.net](mailto:alison@bmtc.net)

**jerry@bmtc.net**

---

**From:** alison@bmtc.net  
**Sent:** Monday, April 18, 2022 2:45 PM  
**To:** jerry@bmtc.net  
**Cc:** Elaine Johnson  
**Subject:** Seasonal Employee

Jerry,

For the Council Meeting on May 2<sup>nd</sup>, could you add Wayne Akland at \$12.65/hr. which is under the Recycling/Landfill column in the PT Wage scale? He has been filling in at the Rubble Site since 2017 when needed, which is not often, therefore he has never been put on the PT Wage scale. After previously discussing this, we came to the conclusion that we should get him on track like everyone else going forward.

Thanks!

*Alison O'Connell*

City of Beresford / Finance Assistant

101 N 3<sup>rd</sup> St. Beresford, SD 57004

605-763-2008

[alison@bmtc.net](mailto:alison@bmtc.net)

**jerry@bmtc.net**

---

**From:** Gregory Bates <gregorybates18@yahoo.com>  
**Sent:** Friday, April 29, 2022 12:30 PM  
**To:** Mike Tiedeman; troyb@bmtc.net; Teresa Sveeggen  
**Cc:** jerry@bmtc.net  
**Subject:** Swimming lesson fees

Wanted to bring up the subject of swimming lesson fees.

As of now we charge \$15.00 for first child and \$10.00 for every additional child.

Was thinking of changing it to \$30.00 for first child and \$20.00 for each additional child.

Would like you guys to discuss at next meeting so we can put prices and dates out for lessons.

Thank you=



**jerry@bmtc.net**

---

**From:** Orsbon, Ben <Ben.Orsbon@state.sd.us>  
**Sent:** Wednesday, April 27, 2022 4:54 PM  
**To:** jerry@bmtc.net  
**Cc:** Orsbon, Ben  
**Subject:** Grant Opportunity for the SDDOT Highway 46 Project East of Beresford  
**Attachments:** Beresford Multimodal Project Discretionary Grant for SD 46.docx

Dear Jerry:  
Dear Mayor Anderson and Administrator Zeimetz:

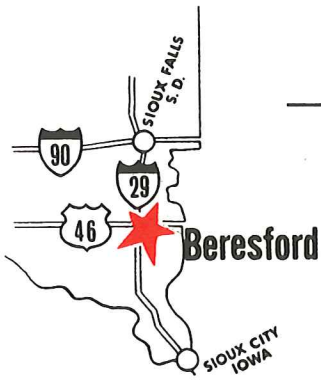
The SDDOT has an opportunity to apply for a highway grant from the United States Department of Transportation. If the SDDOT is successful with its grant, it will provide an opportunity to complete the SD 46 project faster.

We would appreciate it if you would consider submitting a draft letter of support for the SD 46 project to make its selection more attractive to the USDOT. You could use the attached letter as the foundation for your letter. If you agree to support the application, please put the letter on your agency's letterhead, sign the letter, and return it to me. Please feel free to modify the letter as you see fit. The application is due the third week in May so we would **like to have your response as soon as possible** because the deadline is the middle of May.

Thank you for any assistance you are willing to provide. If you have any questions, please call or email me.

Ben Orsbon, FAICP  
South Dakota Department of Transportation  
700 E. Broadway Ave.  
Pierre, SD 57501  
605.773.3265

# City Of Beresford



May 2, 2022

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

The Honorable Pete Buttigieg, Secretary  
United States Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Dear Secretary Buttigieg:

We strongly support the Rural Grant application by the South Dakota Department of Transportation for the grading and paving of SD 46 from Beresford east. The project advances the national goals of 23 USC 150 and the Multimodal Project Discretionary Grant (MPDG).

The project will improve the safety, mobility, connectivity, and economic competitiveness of Lincoln County and the surrounding region and promotes economic vitality, reduces climate change impacts, reduces barriers to opportunity, leverages Federal funding, attracts non-Federal investment, and holds grant recipients accountable for their performance.

This illustrates the importance of the grant and the importance of the Rural Opportunities to Use Transportation for Economic Success (ROUTES) Initiative.

Thank you for any assistance you can provide in funding this grant. If you have any questions or need additional information, please contact SDDOT Secretary Joel Jundt.

Sincerely,

Nathan Anderson, Mayor  
City of Beresford

NOTICE OF PUBLIC HEARING

REGARDING ISSUANCE OF LEASE REVENUE CERTIFICATES OF PARTICIPATION  
(BALLFIELD COMPLEX)

NOTICE IS HEREBY GIVEN that the City Council of the City of Beresford, South Dakota (the "City"), will hold a public hearing at 7:00 p.m. on May 16, 2022, in the Beresford City Council Chambers, located at 103 N. 3<sup>rd</sup> Street, Beresford, SD, on the proposal that the City provide approval for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, of its Certificates of Participation, Series 2022 (the "Certificates").

The Certificates are expected to be issued in the principal amount not to exceed \$4,000,000 for the purpose of financing the construction of a ballfield complex to be located at Grace V. Nelson Park in the City (the "Facilities"). The Facilities will be owned by the City and used for the benefit of qualified 501(c)(3) organizations, including but not limited to Beresford Parks Recreation and Community Education Inc., the general public, the City, and Beresford School District 61-2.

Members of the public can participate in the public hearing to present their views to the Council orally or in writing. The Mayor will allow for public comments and questions at the appropriate time.

BY ORDER OF THE CITY COUNCIL OF  
THE CITY OF BERESFORD, SOUTH DAKOTA

/s/ Elaine Johnson

Finance Officer

City of Beresford Travel Voucher

Name: Jerry Zeimetz

1. Destination & Location of Event: Spearsfish

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

3. Departure time & date: 8:00 AM - May 24

4. Arrival time & date: 2:00 PM - May 24

5. Cost of Lodging: \$237 - 3 nights

6. Registration fee: \$275

Departure from destination:

7. Departure time & date: May 27, 10:00 AM

8. Arrival time & date: May 27 5:00 PM

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: 0  
(Meals will be reimbursed at the state rate if not provided by the event host.)

Signature: Jerry Zeimetz Date: 4/29/22

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

Approving Signature for Travel:     

Finance Officer Signature:



**Great Open Spaces City  
Management Association**

A State Affiliate of **ICMA**

**GOSCMA SPRING CONFERENCE**

May 24-27, 2022 • Spearfish Holiday Inn • Spearfish, SD

**Tuesday, May 24**

- 3:00 pm                    **9 Hole Round of Golf**  
Elkhorn Ridge Golf Course,  
6845 St. Onge Road, Spearfish, SD
- Optional Group Hike**
- Dinner                    **On your own**  
Option: Miller Creek Pub – Adjacent to Elkhorn Ridge Golf Clubhouse

**Wednesday, May 25**

- 7:00 – 7:30 am            **Breakfast: Holiday Inn**
- 7:30 – 8:00 am            **Registration**
- 8:00 - 9:00 am            **Juggling Cats While Walking on a Tightrope Over a Burning Pit-  
Recruitment and Retention in the New Abnormal**  
*Ron Hollified, SGR*
- 10:30 – 10:45 am        **Break**
- 10:45 – Noon            **Recruitment and Retention in the New Abnormal- *continued.***
- Noon - 1:00 pm           **Lunch**
- 1:00 pm                   **Workforce/Affordable Housing**
- 6:00 pm                   **Dinner - Shuttle service to and from Farmhouse Bistro & Bar  
- 2525 Yukon Place**

**Thursday, May 26**

- 8:30 – 10:00 am        **Fight, Flight, or Freeze: Managing Critical Conversations**  
*Rick Melmer, Leadership South Dakota Director*
- 10:00 – 10:15 am       **Break**

10:15 – 12:00	<b>Tackling Wicked Problems: Building Community Capacity for Deliberative Engagement</b> <i>Martin Carcasson, Director, Colorado State University, Center for Public Deliberation</i>
12:00 - 1:00	<b>Lunch</b>
1:00 – 3:00	<b>Tackling Wicked Problems: cont.</b>
3:00 – 3:45	<b>Break</b>
3:45 – 5:00	<b>Federal Funding Round Table</b>
5:45 – 8:00 pm	<b>Dinner - Shuttle service to and from Killian's in Spearfish</b> - 539 W Jackson Blvd

**Friday, May 27**

8:00 - 10:00      **GOSCOMA Business Meeting**

**REGISTRATION**

<https://www.eventbrite.com/e/goscoma-annual-conference-tickets-232155412087>

**ACCOMMODATIONS**

**Spearfish Holiday Inn**  
305 North 27<sup>th</sup> Street  
Spearfish, SD 57783  
605-642-4683

**RESERVATIONS**

Make reservations by March 25 to guarantee the conference rate. Room rates will be honored 2 days before and 2 days after the date of the event.

Standard Room: \$79.99 + 9% tax and \$2.00 Occupancy fee

Suite: \$109.99 + 9% tax and \$2.00 Occupancy

*\*For tax exempt, the room must be paid by the tax exempt agency (direct bill, check, or credit card).*

Call 1-800-999-3541 or online at [www.holiday-inn.com/spearfishsd](http://www.holiday-inn.com/spearfishsd) and use the group code "SPF"

**AIRLINE TRAVEL #**

The nearest airport is Rapid City Regional Airport. Spearfish Holiday Inn is a 1-hour drive from the airport.

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





## GOSCMMA Annual Conference

Tue, May 24, 2022 12:00 PM - Fri, May 27, 2022 12:00 PM CDT



**Great Open Spaces City  
Management Association**

A State Affiliate of **ICMA**

**Paid GOSCMMA Member**

0 ▼

\$150.00

Sales end on May 9, 2022

**Local Govt Professional (includes  
joining GOSCMMA )**

0 ▼

\$275.00

Sales end on May 9, 2022

This includes annual membership to GOSCMMA

**Spouse**

0 ▼

\$50.00

Sales end on May 9, 2022

**Private Sector**

0 ▼

\$200.00 +\$13.80 Fee

Sales end on May 25, 2022



Checkout

# City of Beresford – Travel Voucher

Name: Elaine Johnson

1. Destination: Huron, SD
2. Reason for travel: HR/FO School

(Meeting Agenda, Training Schedule or other supporting documentation must be attached.)

3. Departure time and date: Tuesday June 7, 2022 8am
4. Arrival time and date: \_\_\_\_\_
5. Cost of lodging: \_\_\_\_\_
6. Registration fee: \*125

Departure from destination:

7. Departure time and date: Friday June 10, 2022 Noon
8. Arrival time and date: \_\_\_\_\_

Transportation:

Personal vehicle: \_\_\_\_\_

Mileage claimed: \_\_\_\_\_ (Mileage reimbursement per: IRS Federal rate)

City owned vehicle:  License # \_\_\_\_\_

Commercial transportation: \_\_\_\_\_ Cost: \_\_\_\_\_

Meals claimed: 3 (Meal reimbursement at the State rate if not provided.)

Signature: Elaine Johnson Date: \_\_\_\_\_

(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: Elaine Johnson

Finance Officer Signature: \_\_\_\_\_





SOUTH DAKOTA GOVERNMENTAL HUMAN RESOURCE ASSOCIATION  
An Affiliate of the South Dakota Municipal League

## AGENDA

### SD Governmental Human Resource School

June 7-8, 2022 • Huron Event Center • Huron, SD

#### Agenda

##### Tuesday, June 7, 2022

- 12:15 to 1:00 p.m.**      **Registration – Lobby**
- 1:00 to 1:15 p.m.**      **General Business Meeting – Dakota**
- 1:15 to 2:30 p.m.**      **Politics in the Workforce**  
*Dave Pfeifle, Executive Director, SD Public Assurance Alliance*  
*Ryan Sage,*
- 2:30 to 3:00 p.m.**      **SD Retirement Services**  
*Jamie Seiner, Retirement Specialist, South Dakota Retirement System*
- 3:00 to 3:15 p.m.**      **Break – Lobby**
- 3:15 to 5:00 p.m.**      **Roundtable – Various Topics and Presenters**
- Employment Services Hotline – *Dave Pfeifle*
  - CDL Drivers Licenses - *Tracie Everson, Safety Benefits*
  - Recruitment – *Shauna Meyerink and Lisa Katzenstein*
  - Reprimand/Reward Policies – *Rhonda Augspurger*
  - Work Comp Claims – *Brad Wilson*
  - SHRM - *Andrea Schwan and Lisa Katzenstein*
- 5:30 – 8:30 p.m.**      **Dinner - Picnic Shelter at Central Park**

##### Wednesday, June 8, 2022

- 7:30 to 8:30 a.m.**      **Breakfast – Gallery A**
- 8:30 to 11:00 a.m.**      **Verbal Jiu Jitsu – South Dakota Law Enforcement Training Center**
- 9:45 to 10:00 a.m.**      **Break – Lobby**

# SOUTH DAKOTA GOVERNMENTAL FINANCE OFFICERS' ASSOCIATION

— An Affiliate of the South Dakota Municipal League —

## SD Governmental Finance Officers' School

June 8 - 10, 2022 • Huron Event Center • Huron, SD

### Agenda

#### Wednesday, June 8

**10:30 a.m. Banyon User Group**  
– 12:30 p.m. – *Dakota E*  
*Jeff Christensen, Banyon Data System, Inc.*  
Utility Billing, Point of Sale, Fund Accounting, Payroll  
and New Products will be covered.  
\*Banyon will be available for individual Q&A  
following the User Group meeting.

*Door Prizes will be given away throughout the  
school – must be present to win.*

**Noon – 4:00 p.m. Registration**  
– *Lobby*

**12:45 p.m. Welcome by Huron Mayor**  
– *Dakota*  
*Mayor Gary Harrington*

**1:00 – 1:15 p.m. Business Meeting**

**1:15 – 1:30 p.m. Legislative Update**  
*Yvonne Taylor, Executive Director,*  
*SD Municipal League*

**1:30 – 2:30 p.m. Cybersecurity – Best  
Practices/Financial Data  
Policies**  
*Dakota*  
*Miguel Penaranda, Chief Information Security Officer*  
*State of South Dakota*

**2:30 – 2:45 p.m. Break – Lobby**

**2:45 – 4:30 p.m. Introductions and Updates in  
Accounting for Cities**  
– *Dakota*

*Rod Fortin, Director of Local Government  
Assistance, SD Department of Legislative Audit*

**5:00 – 6:00 p.m. Welcome Reception**  
– *Dakota*

*\*Cash Bar*

**6:00 – 8:00 p.m. Dinner and Yard Games  
Cornhole Tournament**  
*Outdoors/Dakota*

*Hospitality room at Crossroads Hotel  
open from 8:00 to 11:30 p.m.*

**7:15 – 8:00 a.m. Breakfast Buffet – Dakota**

#### Thursday, June 9

**8:15 – 9:45 a.m. General Session –  
Amy Dee Speaker**  
– *Dakota*

**9:45 – 10:00 a.m. Break – Lobby**

**10:00 – 10:55 a.m. Concurrent Sessions (Pick  
one; sessions will be repeated in the afternoon)**  
**Code Enforcement – Mike Harrison, Code  
Enforcement Officer, City of Huron**  
– *Prairie A*

**Property Tax Primer**  
– *Dakota CD*

*Wendy Semmler, Director, SD Department of  
Revenue, Property Tax Division*  
**FO 101 – Claire Baartman and Christina Smith**  
– *Dakota GH*

**11:00 – 11:55 a.m. Concurrent Sessions (Pick  
one; sessions will be repeated in the afternoon)**  
**FO 201 – Claire Baartman and Christina Smith**  
*Gallery DE*

**Airports – Grants, Reimbursement, Eligibility –  
Dakota AB**  
*Jon Becker, Aeronautics Engineer, SD Department  
of Transportation*

**Audit – Requirements and Preparation**  
*Cody Papke – Accounting Manager, Sioux Falls*  
*Prairie*

**12:00 – 12:55 p.m. Years of Service Awards  
Luncheon – Dakota**  
*Years of Service Pins will be presented*

**1:00 – 2:30 p.m. General Session  
Amy Dee Speaker**  
– *Dakota*

**2:30 – 2:45 p.m. Break – Lobby**

**2:45 – 3:40 p.m. Concurrent Sessions  
(Pick one)**

**Code Enforcement – Mike Harrison, Code  
Enforcement Officer, City of Huron**  
– *Prairie A*

**Property Tax Primer**

– *Dakota CD*

Wendy Semmler, Director, SD Department of Revenue, Property Tax Division

– *Dakota CD*

**FO 101** – Claire Baartman and Christina Smith

– *Dakota GH*

**3:45 – 4:40 p.m. Concurrent Sessions**

*(Pick one)*

**FO 201** – Claire Baartman and Christina Smith

*Gallery DE*

**Airports – Grants, Reimbursement, Eligibility –**

*Dakota AB*

Jon Becker, Aeronautics Engineer, SD Department of Transportation

**Audit – Requirements and Preparation**

Cody Papke – Accounting Manager, Sioux Falls

*Prairie*

**5:30 – 8:00 p.m. President's Social and Dinner–**

**Blackburn Hall, Huron Campus Center**

**Finance Officer of the Year**

**Entertainment**

**Hospitality room at Crossroads Hotel open from  
8:00 to 11:30 p.m.**

**Friday, June 10**

**7:30 – 8:15 a.m. Breakfast Buffet**

– *Dakota*

**8:15 – 8:30 a.m. Last Minute Announcements**

– *Dakota*

**8:30 – 10:00 a.m. The World of Liquor – Jason**

*Evans, Deputy Director, SD*

*Dept of Revenue, Business Tax Division*

**10:00 – 10:15 a.m. Break – Lobby**

**10:15 – 11:15 a.m. General Session –**

**Grants/Programs/ARPA**

**Funds/Housing**

**Lorraine Polak, Executive Director SDHA**