

**BERESFORD CITY COUNCIL
REGULAR MEETING AGENDA
Monday, August 7, 2023, 7:00 P.M.
Beresford City Council Chambers – 103 N. 3rd St.**

[1] – Pledge of Allegiance

[2] – Call to Order & Roll Call

[3] – Adopt Agenda

[4] – Approve Minutes – July 17 and July 31, 2023

[5] – Public Hearings

[6] – Visitors to be heard.

- Joan Wills
- Stuart Sveeggen – Archery range

[7] – Committee/Mayor Report

[8] – Department Head and City Administrator Reports

[9] – Old Business

- 2nd reading and adoption of Ordinance 2023-06 – A Schedule for Introduction and Adoption of the Annual Budget
- Health Officer Job Description

[10] – New Business.

- Resolution 2023-11 A Resolution Creating City of Beresford Tax Incremental District No. 4
- Pay Request #3 from Parkway Construction for Ballfield Addition
- Accept 2022 Audit Report
- Purchase 2023 Ford Interceptor for Police Dept. from Nelson Auto Center
- Part time hire for Police Dept.
- Review and approve updated WAPA contracts.
- Engineering Agreement with Banner Associates for 7th Street utility extension.
- Softball field lease agreement with Beresford School District
- Municipal Subsidy drawn down request from Bright Beginnings Childcare

[11] – Discussion & Information Items

[12] – Approval of Travel Requests

[13] – Payment of Bills

[14] – Executive Session - personnel

[15] – Adjournment

Welcome to your City Council Meeting

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

1. After the minutes are approved and public hearings are held, the mayor will ask if any visitors wish to be heard. Any item **NOT** on the agenda may be discussed. Items requiring action will then be placed on the next city council agenda for formal action.

2. During the discussion of agenda topics, anyone may comment if the Council is accepting public testimony. The mayor may recognize you if you raise your hand. Please state your name and address for the city minutes. Discussion occurs before motions are made and seconded. Discussion also occurs after the motion is seconded and before the vote.

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

Topic: Beresford City Council Meeting

Time: August 7, 2023, 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 8410157004

Passcode: Beresford

Dial by your location

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BERESFORD CITY COUNCIL
Monday, July 17, 2023

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

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

Also Present: Elaine Johnson, Finance Officer; Jerry Zeimetz, City Administrator; Tom Frieberg, City Attorney; Mike Antonson, Elec. Dept. Supt.; Austin Hansen, BMTC Mgr.; Jeff Heidebrecht, Street/Water/Sewer Supt.

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

Approve Minutes: A motion was made by Seeley, second by Roelke, to approve the meeting minutes from June 19, 2023. All present Council members voted aye; motion carried.

Visitors to be Heard: Craig Christensen thanked Council for work done on the courts in the City Park to make them useable for pickleball. They are used frequently and are very much appreciated. However, due to limited space, only 8 players are able to play at a time and they are requesting Council to consider striping more courts for pickleball. After a brief discussion, it was agreed to discuss this potential project in the fall.

Department Head and City Administrator Reports:

Elaine Johnson, Finance Officer – June Financials: Johnson gave an overview of the June financial reports by highlighting some atypical expenditures and receipts. A motion was made by Boone to accept the June financials, second by Schott. All present Council members voted aye; motion carried.

Jerry Zeimetz, City Administrator – Ballpark Update: Zeimetz gave an update on the progress of the Grace V. Nelson ballpark construction project. Johnson noted that to date, expenses for this project total \$910,703; the total cost of the project is \$3.4 million.

Old Business

Mural in Restroom: Discussion was held regarding the request from the ladies' morning golf league to paint a mural in women's restroom along South 7th Street. Schott made a motion, second by Roelke, to deny the request to paint a mural in the women's restroom. All present Council members voted aye; motion carried. They will contact the women to discuss other options.

New Business

Resolution 2023-08 – A Resolution of Appreciation. Schott made a motion, second by Sveeggen, to approve Resolution 2023-08 – A Resolution of Appreciation for Tom Erickson for his years of service on the Lewis & Clark Regional Water Board of Directors. All present Council members voted aye; motion carried.

RESOLUTION 2023-08
A RESOLUTION OF APPRECIATION FOR LEWIS AND CLARK
REGIONAL WATER SYSTEM DIRECTOR TOM ERICKSON

WHEREAS, for 12 years, Tom Erickson has volunteered his time for the City of Beresford to serve as a director on the Lewis and Clark Regional Water System Board; and

WHEREAS, during this time Erickson attended many meetings and ribbon cuttings on behalf of the City of Beresford; and

WHEREAS, Erickson has given up a tremendous amount of his own time to serve on the Lewis and Clark Regional Water System Board on behalf of the Citizens of Beresford.

NOW, THEREFORE, BE IT RESOLVED that the City of Beresford City Council extends heartfelt and sincere appreciation for Director Tom Erickson's dedicated service representing the City of Beresford these past 12 years.

BE IT FURTHER RESOLVED that this Resolution be made a part of the permanent record of the City of Beresford.

Adopted this 17th of July 2023.

Nathan Anderson, Mayor

ATTEST:

Elaine Johnson, Finance Officer

Lewis and Clark Regional Water Board of Directors: Mayor Anderson recommended appointing Jeff Heidebrecht as the City of Beresford's representative on the Lewis and Clark Regional Water Board of Directors. Sveeggen made a motion, second by Schott, to approve the appointment of Jeff Heidebrecht as a director on the Lewis and Clark Regional Water Board. All present Council members voted aye; motion carried. This appointment is pending approval by the Lewis and Clark Regional Water Board.

Wastewater Treatment Facility Bids: Schott made a motion, second by Tiedeman, to authorize advertisement for bids for Wastewater Treatment Facility (WWTF) Improvements. All present Council members voted aye; motion carried.

Approve Pay Request: A motion was made by Tiedeman, second by Sveeggen, to approve Pay Request #2 from Parkway Construction in the amount of \$189,894.48 for the Beresford Baseball Field addition. All present Council members voted aye; motion carried.

Request to Move Archery Course: A request to move the Archery course was received by Parks Mgr. Kelly Haisch. A recommendation and other options for possible new locations were discussed. It was decided to invite a representative from the Archery group to the next meeting to get more information before deciding.

BMTC Hire: Following a recommendation from BMTC Mgr. Austin Hansen, a motion was made by Schott, second by Sveeggen, to hire Marcus Cooper at \$21.34/hour as a full-time Telephone Tech 1 for BMTC. All present Council members voted aye; motion carried.

Step-Pay Increase: Schott made a motion, second by Boone, to approve a step-pay increase for S/W/S employee Tanner Knutson from \$22.94/hr. to \$23.58/hr., effective July 5, 2023. All present Council members voted aye; motion carried.

New Wage: Seeley made a motion to approve the new wage for Lowell (Levi) Gillespie from \$13.88/hour to \$14.25/hour due to his years of service. The motion was seconded by Roelke and all present Council members voted aye; motion carried.

New Hires: A motion was made by Schott, second by Boone, to hire Cody Klungseth at \$12.92/hour as a seasonal hire for Bridges Golf Course grounds maintenance. All present Council members voted aye; motion carried.

Tiedeman made a motion, second by Boone, to hire Kelsey Rodriguez and Sabrina Swee as part-time bartenders/servers at \$10.80/hour for the Bridges Clubhouse. All present Council members voted aye; motion carried.

Portable Toilet Rental: A motion was made by Schott, second by Roelke, to approve rental of six portable toilets for the VFW 16U ball tournament to be held the weekend of August 4-6, 2023. All present Council members voted aye; motion carried.

Discussion & Information Items

Librarian Recognition: Council was informed that librarian Annie Crist completed her 4th year at library institute and was awarded a Certificate of Public Library Management from the SD State Library. The Council extended their congratulations and thanks to Annie for her commitment to the Beresford City Library.

Budget Calendar Change: Zeimetz informed the Council of a change in State law allowing Cities to change their budget deadline from September 1 to November 1. This change will require a new ordinance and City Attorney Frieberg is researching the matter. A special meeting will be held July 31, 2023 at 6:00 p.m. to review the ordinance.

Travel Request: A motion to approve the following travel request was made by Tiedeman and seconded by Roelke. All present Council members voted aye; motion carried.

- SD Library Association Annual Conference, Sept. 26-27, Rapid City, Norling

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

A-1 Portable Toilets, rental, \$145.00; Aaron's Pro Window Cleaning, service, \$70.00; AMC Concrete, concrete, \$918.00; Amer Sports, golf merch, \$333.92; American Eng Testing, labs, \$782.50; Michael Antonson, meals, \$43.00; Appera, service, \$903.83; Azar Comp. Software, digital service center, \$250.00; Kathy Bailey, refund, \$145.33; Baker & Taylor, books, \$1077.63 & \$435.32; Bally Sports North, affiliate fees, \$2845.55; Banner Assoc., WWF planning, \$78,161.90; Beal Dist., beer, \$1203.33 & \$1576.10; Beresford Cablevision, CATV, \$466.50; BMTC, billing, \$1956.70;

Beresford Fire Dept., fire school, \$1782.50; Beresford Mun. Util., utility billing, \$21,382.24; Beresford Schools, advertising, \$115.00; Bierschbach Equip., signs, \$648.00; Big 10, affiliate fees, \$131.61; Border States Elec., wire, \$22,792.97; Carlson's Body Shop, tire repair, \$22.00; Cengage Learning, books, \$231.92; Center Point Large Print, books, \$83.91; CenturyLink, 911 circuit, \$111.56; Certified Laboratories, permalube, \$566.86; Chesterman Co., resale, \$476.56 & \$1264.00; CHS, fuel, \$4475.96; City of SF Public Works, tipping fees, \$4771.89; Clubhouse Hotel, room/HR-FO school, \$659.92;

Consortia, consulting fee, \$3900.00; Colonial Life, insurance, \$46.56; Core & Main, pipes/fittings, \$3138.47 & \$2221.30; D&D Door, keyless entry, \$1652.72; Dakota Beverage, beer, \$5047.75 & \$693.55; Dakota Data Shred, rent, \$16.00; Dakota Riggers, tools, \$1404.40; Dakota Supply, supplies, \$9920.13; Dooley Enterprises, ammo, \$653.16; Eastway Auto, repair, \$142.36; Ecolab, repair, \$1407.82; EFTPS, Federal excise tax, \$483.61 & \$481.77; Electronic Recycling Serv., recycling exp., \$325.00; Express Comm., toll settlement, \$1313.45; Farr Tech., engineering, \$1127.50; Fastenal, supplies, \$307.35;

Fiber Ring, pooling fees, \$4550.00; Fiesta Foods, supplies, \$28.57 & \$179.10; Flowers by Bob, memorials, \$80.00; Gem-Dandy Acc., golf merch., \$270.81; Grossenburg Imp., wheel, \$27.94; Frieberg, Nelson & Ask, City attorney, \$2320.00; Galls, clothing, \$450.63; Glove It, golf merch, \$193.50; Goldfield Telecom, equipment, \$666.82; GT Golf Sup., golf merch, \$235.32; Hawkins, chemicals, \$4955.27 & \$3555.93; Heartland Pymt Systems, CC fees, \$2268.68; High Plains Tech., subs., \$185.50; Hillyard, supplies, \$1017.50 & \$85.46; Joan Hurd, refund, \$30.30; Interstate TRS Fund, TRS fund, \$286.30;

Jack's Uniforms, clothing, \$11.00; Johnsen H&C, service, \$400.00; Johnson Bros., liquor, \$1227.73 & \$502.97; Jedediah Johnson, refund, \$81.47; Kansas City Life, insurance, \$134.40 & \$136.80; Lawson Prod., supplies, \$72.02; Leader-Courier, subscription, \$38.50; Lewis & Clark RWS, water, \$30,633.84; LT Companies, ballfield addition, \$189,894.48; Lumen, toll settlement, \$97.13; Menards, supplies, \$118.78 & \$71.88; Mid America Computer Corp., postage, \$522.17; MidAmerican Energy, natural gas, \$1331.13; Midwest Tape, Audiobooks, \$241.68; Midwest Turf & Irr., supplies, \$81.35;

Missouri River Energy Serv., hydro/supplemental power, \$179,068.28; Mr. Golf Car, lease cars, \$3037.50; Muller Auto Parts, repair/supplies, \$482.03; Musco Sports Lighting, ballfield lighting, \$260,000.00; My Place Hotel, fire school lodging, \$2553.00; National Cable TV, affiliate fees, \$24,377.92; New Century Press, publishing, \$1102.04; Nexstar Broadcasting, affiliate fees, \$2393.74; NY Life, insurance, \$108,00; ODP Bus. Sol., supplies, \$276.79; Olson's Ace, supplies, \$1806.55; Olson's Pest Tech., service, \$170.00; Overdrive, books, \$786.44; Performance Foodservice, food, \$7193.34 & \$987.62;

Printing Plus, receipts, \$385.00; Quadient, postage meter, \$609.06; Quill Corp., supplies, \$555.29; RDO Equip., parts, \$592.76; Ben Reiter, mileage, \$100.00; Republic Nat'l Dist., liquor, \$508.49; Gary Roan, building inspector, \$1099.42; Roo's Sanitation, disposal serv., \$5096.00; Rovi Guides, guides, \$721.33; SD DENR, drinking water fee, \$600.00; SD Epath, 911 surcharge, \$466.25; SD Dept. of Revenue, sales tax, \$34,529.23; SD Library Assn., registration, \$195.00; SD State Treasurer, telecom relay service, \$42.65; SDN Comm., internet access, \$3319.51; SD Public Health Lab, labs, \$789.00;

Sensource, PSP coverage, \$232.00; Showtime Networks, affiliate fees, \$31.24; SD One Call, locates, \$173.25; Southeastern Electric, electricity, \$286.83; Southern Glazers, liquor, \$281.58; Meredith Books, book, \$40.37; Penny Speich, refund, \$46.24; Srixon/Cleveland Golf, golf merch, \$1589.50; Steeneck Ent., clothing, \$310.00; Stuart C Irby Co., transformer, \$83,149.00; Sturdevants, parts, \$111.35; The Tessman Co., golf supplies, \$206.50, chalk, \$219.80; Tifoci Optics, golf merch, \$179.50 & \$162.00; Tires Tires Tires, wheel, \$83.00; Total Stop, fuel, \$3135.59; Transource, equipment, \$2272.51;

TSR Plumbing, repair, \$1808.08; Unemployment Ins. Div. of SD, insurance, \$1196.20; UPS, shipping, \$120.00; United Tel Supply, supplies, \$346.28; USAC, schools & libraries, \$1952.02 & \$1952.02; Vantage Custom Classics, gold merch, \$790.86; Verizon Wireless, cell phones, \$904.90; Washington N'tl Ins., insurance, \$84.30; Wellmark BC/BS, health ins., \$45,356.27; Wells Fargo, CC charges, \$3259.22; WESCO, battery, \$226.25 & UG hardware, \$46,455.42; Wholesale Supply, resale, \$1406.60 & \$389.80.

June 2023 Payroll Totals: Finance \$9069.60; Gov't Bldg. \$232.57; Police \$40,729.24; Street \$23,116.81; Parks \$17,361.06; Water \$12,835.39; Electric \$46,501.76; Sewer \$12,313.21; Telephone \$44,351.86; Rubble/Recycling \$3298.06; Planning & Zoning \$1125.00; Library \$16,475.72; Swimming Pool \$25,773.46; City Admin \$13,389.60; Golf Course \$12,331.61; Clubhouse \$23,707.67; Event Center \$1215.36.

Executive Session: A motion was made by Tiedeman to enter into Executive Session at 7:58 p.m. to discuss proprietary matters. The motion was seconded by Boone and all present Council members voted aye; motion carried.

Mayor Anderson declared the Council out of Executive Session at 8:19 p.m. No action was taken.

Adjournment: Having no further business, Mayor Anderson adjourned the meeting at 8:19 p.m.

Elaine Johnson, Finance Officer

Recorded by Kathy Stuessi

BERESFORD CITY COUNCIL

Monday, July 31, 2023

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

Members Present: Council President Teresa Sveeggen presiding, Troy Boone, Art Schott, Eli Seeley, Mike Tiedeman

Members Absent: Mayor Nathan Anderson, Will Roelke

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

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

New Business

Ordinance 2023-06: An Ordinance Creating Section 1.0305, A Schedule for Introduction and Adoption of the Annual Budget Ordinance: Finance Officer Johnson explained the purpose of the ordinance and its impact on the budget process. The first reading of Ordinance 2023-06: An Ordinance Creating Section 1.0305, A Schedule for Introduction and Adoption of the Annual Budget Ordinance was held and placed on file at City Hall.

Resolution 2023-09: Giving Approval to Certain Sewer Facilities Improvements: Finance Officer Johnson informed Council this resolution is necessary to secure funding for the wastewater project. Tiedeman made a motion, second by Schott, to approve Resolution 2023-09: Giving Approval to Certain Sewer Facilities Improvements. All present Council members voted aye; motion carried.

Resolution 2023-09 (*Published Separate of Minutes*)

Resolution 2023-10: Giving Approval to Certain Water Facilities Improvements: Johnson informed Council this resolution also needs approval in order to secure funding for the wastewater project. Tiedeman made a motion to approve Resolution 2023-10: Giving Approval to Certain Water Facilities Improvements. Schott seconded the motion and all present Council members voted aye; motion carried.

Resolution 2023-10 (*Published Separate of Minutes*)

Health Officer: Councilmember Seeley shared information he collected on responsibilities of the City Health Officer. This position is appointed annually by the mayor and is currently vacant.

Resignation: Police Chief Schurch notified Council of the resignation of Police Officer Bullis. Boone made a motion, second by Seeley, to accept the resignation of Police Officer Tyson Bullis, effective August 21, 2023. All present Council members voted aye; motion carried.

Authorize Advertising: A motion was made by Schott, second by Tiedeman, to authorize advertisement for a full-time police officer. All present Council members voted aye; motion carried.

Executive Session: At 6:10 p.m., Boone made a motion to enter into Executive Session to discuss proprietary matters. The motion was seconded by Seeley and all present Council members voted aye; motion carried. Council President Sveeggen declared the Council out of Executive Session at 6:26 p.m. No action was taken.

Adjournment: Council President Sveeggen adjourned the meeting at 6:26 p.m.

Elaine Johnson, Finance Officer
Recorded by Kathy Stuessi

ORDINANCE 2023-06

AN ORDINANCE CREATING SECTION 1.0305, A SCHEDULE FOR INTRODUCTION AND ADOPTION OF THE ANNUAL BUDGET ORDINANCE.

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

That the Beresford city ordinances be amended to add thereto a new section 1.0305 added to read as follows:

1.0305 Budget Schedule.

- A. Pursuant to SDCL 9-21-34, the annual municipal budget ordinance shall be submitted to the City Council for first reading not later than the first regular meeting in November.
- B. The second reading of the annual municipal budget ordinance shall be held at least five days after the first reading.
- C. The annual municipal budget ordinance shall be published prior to December 31st following adoption.

First Reading: July 31, 2023

Second Reading: August 7, 2023

Publication Date: August 10, 2023

Effective Date: August 30, 2023

CITY OF BERESFORD, SOUTH DAKOTA

Nathan Anderson – Mayor

ATTEST:

Elaine Johnson – Finance Officer

Health Officer Job Description

DEFINITION:

The Local Health Officer is the local public health authority. The role includes the following, all in accordance with our local policy.

- Provide public health leadership and develop public health policy for the entire community.
- Responsible for assessing, reporting on, and protecting the community's health status.
- Ensure the enforcement of codes and regulations, as well as local ordinances through mechanisms up to, and including, the use of police powers.
- Assure the effectiveness of the mandated health protection function of local government.
- Diagnose and investigate health problems and health hazards within the community.
- Inform, educate, and empower the community and individuals about health issues.
- Develop policies and plans that support individual and community health efforts.
- Advise policymakers on community design issues that affect health.

SUPERVISION

Receive general direction from the State Department of Health and the City Council. The appointment of the Local Health Officer is approved by the City Council.

DUTIES:

Duties may include, but are not limited to, the following:

- Protect and advance the health of the city through educating the public; advocating for effective disease prevention and health promotion programs and activities; and provide a highly recognized symbol of local commitment to protecting and improving the public's health.
- Participate in the development of public health policy and implementation of effective public health programs.
- Assess and report on the health status of the community, using multiple epidemiological survey and statistical methods.

- Enforce local health orders and ordinances, and rules prescribed by the State Department of Public Health.
- Take all measures that may be necessary to prevent and control the spread of disease.
- Consult and provide policy direction regarding communicable disease control, outbreak investigations and emergency preparedness and response.
- Consult with physicians in the diagnosis, investigation, and treatment of communicable diseases.
- Represent the City before Boards, Commissions, political bodies, and the public.
- Direct the inspection, examination, isolation, quarantine, and decontamination of persons, places, and things within the city necessary to protect the public's health.
- Inform the City Council about all types of health issues that affect the City.
- Assist in planning, organizing, and coordinating all-hazard disaster preparedness and response.
- Work closely with the Union and Lincoln County Emergency Managers and the Emergency Services in developing emergency response plans.
- Work closely with medical and administrative staff of local hospitals.
- Declare local emergencies, as indicated.
- Provide surveillance and planning for improvement of public health indicators.
- Assist with writing local ordinances.
- Coordinate with other health officers regionally and statewide.
- Perform related duties as assigned.

RESOLUTION NO. 2023-11

**A RESOLUTION CREATING CITY OF BERESFORD TAX
INCREMENTAL DISTRICT NO. 4**

WHEREAS, the Beresford City Council has received a recommendation from the Beresford City Planning and Zoning Commission that the creation of a tax incremental district within the City of Beresford is appropriate; and

WHEREAS, the property within the district meets the qualifications and criteria set forth in SDCL Chapter 11-9; and

WHEREAS, the Beresford City Council finds that the aggregate assessed value of the taxable property in this district plus all other existing districts does not exceed 10% of the total assessed value of the taxable property within the City of Beresford, South Dakota; and

WHEREAS, Beresford City Council finds as follows:

- (1) Not less than 25% by area, of the real property in the district is a blighted area as defined by SDCL 11-9-9 through 11-9-11; and
- (2) That the improvement of the area is likely to enhance significantly the value substantially all other real property in the district; and

NOW THEREFORE, be it resolved by the Beresford City Council as follows:

- (1) That all lands within the following boundary shall be, from and after the effective date of this resolution, and are hereby designated as City of Beresford tax incremental district No. 4;

Bak Tract One (1) of Freeman's Tract One (1) and Lot One (1) in the Southeast Quarter (SE1/4) of Section Thirty-Two (32), Township Ninety-Six (96), Range Fifty (50), Lincoln County, South Dakota.

Adopted this 7th day of August, 2023

CITY OF BERESFORD

Nathan Anderson, Mayor

ATTEST:

Elaine Johnson, Finance Officer

Contractor's Application for Payment

Owner: <u>City of Beresford, SD</u>	Owner's Project No.: _____
Engineer: <u>Banner Associates, Inc.</u>	Engineer's Project No.: <u>23651.00</u>
Contractor: <u>Parkway Construction</u>	Contractor's Project No.: _____
Project: <u>Beresford Ballfield Addition</u>	
Contract: <u>Unit Price Bid Schedule</u>	
Application No.: <u>3</u>	Application Date: <u>8/3/2023</u>
Application Period: From <u>6/30/2023</u> to <u>8/1/2023</u>	

1. Original Contract Price	\$ 1,745,700.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 1,745,700.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,000,156.15
5. Retainage	
a. <u>10%</u> X \$ <u>791,228.15</u> Work Completed	\$ 79,122.82
b. <u>10%</u> X \$ <u>208,928.00</u> Stored Materials	\$ 20,892.80
c. Total Retainage (Line 5.a + Line 5.b)	\$ 100,015.62
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 900,140.53
7. Less previous payments (Line 6 from prior application)	\$ 447,586.12
8. Amount due this application	\$ 452,554.41
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 745,543.85

Contractor's Certification

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

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

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

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

Contractor: Parkway Construction

Signature: [Signature] **Date:** 8-3-23

Recommended by Engineer	Approved by Owner
By: <u>Pat Camp, PE</u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>8/3/2023</u>	Date: _____

Approved by Funding Agency

By: _____ **By:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

Progress Estimate - Unit Price Work

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

Contractor's Application for Payment

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

Application No.:		3		Application Period:		From 06/30/23 to 08/01/23		Application Date:		08/03/23		
A Bid Item No.	B Description	C Item Quantity	D Units	E Contract Information		F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / F) (%)	L Balance to Finish (F - J) (\$)
				Item Quantity	Unit Price (\$)							
Original Contract												
1	Traffic Control	1	Lump Sum		\$2,000.00	\$2,000.00		\$0.00		\$0.00	0%	\$2,000.00
2	Mobilization	1	Lump Sum		\$112,159.50	\$112,159.50	0.70	\$78,511.65		\$78,511.65	70%	\$33,647.85
3	Compaction - Moisture / Density Tests	25	Each		\$120.00	\$3,000.00		\$0.00		\$0.00	0%	\$3,000.00
4	Granular Embedment	201.1	Ton		\$30.00	\$6,033.00	150.0	\$4,500.00		\$4,500.00	75%	\$1,533.00
5	Pipe Foundation Material	11.9	Ton		\$20.00	\$238.00	11.90	\$238.00		\$238.00	100%	\$0.00
6	Adjustment of Valve Boxes	4	Each		\$200.00	\$800.00		\$0.00		\$0.00	0%	\$800.00
7	Adjustment of Manhole and Covers	4	Each		\$200.00	\$800.00		\$0.00		\$0.00	0%	\$800.00
8	Unclassified Excavation	18,398	CY		\$3.50	\$64,393.00	18,398	\$64,393.00		\$64,393.00	100%	\$0.00
9	6" Scarify and Recompact	2,381	SV		\$10.00	\$23,810.00	2,381.00	\$23,810.00		\$23,810.00	100%	\$0.00
10	Topsoil Placement	10,214	CY		\$10.00	\$102,140.00	8,000	\$80,000.00		\$80,000.00	78%	\$22,140.00
11	Subbase Material (Pit Run)	896.8	Ton		\$20.00	\$17,936.00	896.80	\$17,936.00		\$17,936.00	100%	\$0.00
12	Strip and Stockpile Topsoil	10,214	CY		\$7.00	\$71,498.00	10,214	\$71,498.00		\$71,498.00	100%	\$0.00
13	Imported Embankment Material	5,056	CY		\$5.00	\$25,280.00	5,056	\$25,280.00		\$25,280.00	100%	\$0.00
14	Erosion Control Blanket	3,160	SV		\$5.00	\$15,800.00		\$0.00		\$0.00	0%	\$15,800.00
15	Silt Fence	1,417	LF		\$5.50	\$7,793.50	1,023	\$5,626.50		\$5,626.50	72%	\$2,167.00
16	Inlet Sediment Control Device	6	Each		\$150.00	\$900.00		\$0.00		\$0.00	0%	\$900.00
17	Erosion Control Wattles	288	LF		\$5.00	\$1,440.00		\$0.00		\$0.00	0%	\$1,440.00
18	Temporary Vehicle Construction Entrance	1	Each		\$500.00	\$500.00		\$0.00		\$0.00	0%	\$500.00
19	Concrete Washout Area	1	Each		\$500.00	\$500.00		\$0.00		\$0.00	0%	\$500.00
20	Gravel Surfacing	4,255.6	Ton		\$25.00	\$106,390.00	4,225.6	\$105,640.00		\$105,640.00	99%	\$750.00
21	Base Course (12")	25.6	Ton		\$30.00	\$768.00	25.6	\$768.00		\$768.00	100%	\$0.00
22	Geosynthetic Geogrid	2,738	SV		\$4.00	\$10,952.00	2,738	\$10,952.00		\$10,952.00	100%	\$0.00
23	Detectable Warning Panel	1	Each		\$300.00	\$300.00		\$0.00		\$0.00	0%	\$300.00
24	Concrete Sidewalk	20,913	SF		\$8.00	\$167,304.00	10,460	\$83,680.00		\$83,680.00	50%	\$83,624.00
25	Thickened Edge Sidewalk	664	SF		\$10.00	\$6,640.00		\$0.00		\$0.00	0%	\$6,640.00
26	Concrete Handicap Ramp	1	Each		\$1,500.00	\$1,500.00		\$0.00		\$0.00	0%	\$1,500.00
27	Concrete Sampling and Testing	4	Each		\$120.00	\$480.00		\$0.00		\$0.00	0%	\$480.00
28	Seeding - Remainder of Site	6.9	Acre		\$4,500.00	\$31,050.00		\$0.00		\$0.00	0%	\$31,050.00
29	4" Watermain	42	LF		\$65.00	\$2,730.00	42	\$2,730.00		\$2,730.00	100%	\$0.00
30	6" Watermain	438	LF		\$65.00	\$28,470.00	438	\$28,470.00		\$28,470.00	100%	\$0.00
31	6" x 4" Tee w/ Joint Restraints	1	Each		\$250.00	\$250.00	1	\$250.00		\$250.00	100%	\$0.00
32	4" Gate Valve & Box w/ Joint Restraints	1	Each		\$500.00	\$500.00	1	\$500.00		\$500.00	100%	\$0.00
33	6" Gate Valve & Box w/ Joint Restraints	1	Each		\$550.00	\$550.00	1	\$550.00		\$550.00	100%	\$0.00
34	Fire Hydrant w/ Joint Restraints	1	Each		\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100%	\$0.00
35	6" x 6" Tapping Sleeve and Tapping Valve w/ Box and Joint	1	Each		\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100%	\$0.00
36	2" Water Service Line	36	LF		\$45.00	\$1,620.00	36	\$1,620.00		\$1,620.00	100%	\$0.00
37	2" x 6" Corporation Stop and Service Saddle	1	Each		\$500.00	\$500.00	1	\$500.00		\$500.00	100%	\$0.00
38	2" Curb Stop and Box	1	Each		\$1,000.00	\$1,000.00	1	\$1,000.00		\$1,000.00	100%	\$0.00
39	Tracer Wire	516	LF		\$1.00	\$516.00	516	\$516.00		\$516.00	100%	\$0.00
40	8" Gravity Sewer Pipe	472	LF		\$65.00	\$30,680.00	472	\$30,680.00		\$30,680.00	100%	\$0.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

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

Application No.:		3		Application Period:		06/30/23		to		08/01/23		Application Date:		08/03/23	
A	Bid Item No.	B	Description	C	Item Quantity	D	E		F	G	H	I	J	K	L
							Contract Information	Unit Price (\$)							
	41		4" Gravity Sewer Pipe		116	LF		\$60.00	\$6,960.00	116	\$6,960.00		\$6,960.00	100%	\$0.00
	42		4" Sanitary Sewer Service Connection		1	Each		\$500.00	\$500.00	1	\$500.00		\$500.00	100%	\$0.00
	43		4" Dia Sanitary Sewer Manhole		2	Each		\$2,000.00	\$4,000.00	2	\$4,000.00		\$4,000.00	100%	\$0.00
	44		Core Drill Manhole		1	Each		\$500.00	\$500.00	1	\$500.00		\$500.00	100%	\$0.00
	45		4" Collection Line Cleanout		1	Each		\$500.00	\$500.00	1	\$500.00		\$500.00	100%	\$0.00
	46		12" Storm Sewer Pipe		124	LF		\$40.00	\$4,960.00	124	\$4,960.00		\$4,960.00	100%	\$0.00
	47		15" Storm Sewer Pipe		606	LF		\$50.00	\$30,300.00	606	\$30,300.00		\$30,300.00	100%	\$0.00
	48		18" Storm Sewer Pipe		428	LF		\$60.00	\$25,680.00	428	\$25,680.00		\$25,680.00	100%	\$0.00
	49		12" Area Inlet		1	Each		\$200.00	\$200.00	1	\$200.00		\$200.00	100%	\$0.00
	50		15" Area Inlet		3	Each		\$300.00	\$900.00	3	\$900.00		\$900.00	100%	\$0.00
	51		18" Area Inlet		3	Each		\$500.00	\$1,500.00	3	\$1,500.00		\$1,500.00	100%	\$0.00
	52		18" RCP Flared End (w/ Transition to PE)		2	Each		\$250.00	\$500.00	2	\$500.00		\$500.00	100%	\$0.00
	53		18" RCP Culvert Pipe		88	LF		\$70.00	\$6,160.00	88	\$6,160.00		\$6,160.00	100%	\$0.00
	54		24" RCP Culvert Pipe		38	LF		\$60.00	\$2,280.00	38	\$2,280.00		\$2,280.00	100%	\$0.00
	55		36" RCP Culvert Pipe		70	LF		\$65.00	\$4,550.00	70	\$4,550.00		\$4,550.00	100%	\$0.00
	56		18" RCP Flared End		2	Each		\$300.00	\$600.00	2	\$600.00		\$600.00	100%	\$0.00
	57		24" RCP Flared End		2	Each		\$400.00	\$800.00	2	\$800.00		\$800.00	100%	\$0.00
	58		36" RCP Flared End		4	Each		\$500.00	\$2,000.00	4	\$2,000.00		\$2,000.00	100%	\$0.00
	59		Class C Riprap		32	Ton		\$100.00	\$3,200.00	32	\$3,200.00		\$3,200.00	100%	\$0.00
	60		Remove Existing Asphalt Pavement		38	SY		\$30.00	\$1,140.00	38	\$1,140.00		\$1,140.00	100%	\$0.00
	61		12' x 8' Scout Stop Mat		4	Each		\$500.00	\$2,000.00	4	\$2,000.00		\$2,000.00	100%	\$0.00
	62		Removals - Existing Fencing		830	LF		\$2.00	\$1,660.00	830	\$1,660.00		\$1,660.00	100%	\$0.00
	63		Removals - Existing Backstop		1	Lump Sum		\$5,000.00	\$5,000.00	1	\$5,000.00		\$5,000.00	100%	\$0.00
	64		Ag Lime Salvage		160	Ton		\$25.00	\$4,000.00	160	\$4,000.00		\$4,000.00	100%	\$0.00
	65		72" Chain Link Fence, F&I		2,860	LF		\$40.26	\$115,143.60	2,860	\$115,143.60		\$115,143.60	66%	\$39,148.60
	66		96" Chain Link Fence, F&I		320	LF		\$78.49	\$25,116.80	320	\$25,116.80		\$25,116.80	66%	\$8,538.80
	67		120" Chain Link Fence, F&I		320	LF		\$80.28	\$25,689.60	320	\$25,689.60		\$25,689.60	66%	\$8,734.60
	68		Double Swing Gate (8' Width) F&I		4	Each		\$1,200.00	\$4,800.00	4	\$4,800.00		\$4,800.00	67%	\$1,600.00
	69		Chain Link Backstop, F&I		4	Each		\$30,000.00	\$120,000.00	4	\$120,000.00		\$120,000.00	66%	\$40,800.00
	70		Ag-Lime Supply & Install		980	Ton		\$100.00	\$98,000.00	980	\$98,000.00		\$98,000.00	0%	\$98,000.00
	71		Reinstall Salvaged Ag Lime		160	Ton		\$50.00	\$8,000.00	160	\$8,000.00		\$8,000.00	0%	\$8,000.00
	72		Infield Perforated HDPE Underdrain		1,878	LF		\$13.00	\$24,414.00	1,878	\$24,414.00		\$24,414.00	100%	\$0.00
	73		6" Storm Drain Piping		605	LF		\$15.00	\$9,075.00	605	\$9,075.00		\$9,075.00	100%	\$0.00
	74		Infield Underdrain Cleanout		19	Each		\$100.00	\$1,900.00	19	\$1,900.00		\$1,900.00	100%	\$0.00
	75		Dugout - Wood Frame		8	Each		\$6,000.00	\$48,000.00	8	\$48,000.00		\$48,000.00	0%	\$48,000.00
	76		Bases, Pitching Rubber, Misc.		1	Lump Sum		\$5,000.00	\$5,000.00	1	\$5,000.00		\$5,000.00	0%	\$5,000.00
	77		Foul Poles		8	Each		\$1,400.00	\$11,200.00	8	\$11,200.00		\$11,200.00	0%	\$11,200.00
	78		2.5" Caliber Deciduous Tree, F&I		15	Each		\$650.00	\$9,750.00	15	\$9,750.00		\$9,750.00	0%	\$9,750.00
	79		Turf Irrigation		1	Lump Sum		\$235,000.00	\$235,000.00	1	\$235,000.00		\$235,000.00	0%	\$235,000.00
	80		Batting Cage - Double		1	Each		\$34,000.00	\$34,000.00	1	\$34,000.00		\$34,000.00	50%	\$17,000.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Beresford, SD		Owner's Project No.:	23651.00							
Engineer:	Banner Associates, Inc.		Engineer's Project No.:								
Contractor:	Parkway Construction		Contractor's Project No.:								
Project:	Beresford Ballfield Addition										
Contract:	Unit Price Bid Schedule										
Application No.:	3	Application Period:	From	06/30/23	to	08/01/23	Application Date:	08/03/23			
A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information		Value of Bid Item (C X E) (\$)		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
					\$4,745,700.00		\$791,228.15	\$208,928.00	\$1,000,156.15	57%	\$745,543.85
		Original Contract Totals									



427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE, SD 57501-5070
(605) 773-3595

RUSSELL A. OLSON
AUDITOR GENERAL

August 2, 2023

Elaine Johnson, Finance Officer
City of Beresford
101 North Third Street
Beresford, SD 57004

We have reviewed and accepted your audit report on the:

City of Beresford
(For the Year Ended December 31, 2022)

Our review was limited to the report and did not include a review of the working papers. Our limited review does NOT constitute a pre-issuance review.

It is our understanding that the Beresford Republic is the official newspaper for the City of Beresford. If this is not the case, please inform me of the name of the current official newspaper.

Please present a copy of this letter to the governing board to indicate our acceptance of the audit report.

Yours very truly,

Russell A. Olson
Auditor General

RAO:sld

cc: ELO Prof. LLC
Certified Public Accountants
PO Box 249
Mitchell, SD 57301



Fleet Department
 2228 College Way, PO Box 338
 Fergus Falls, MN 56538-0338
 Phone: 218-998-8827
 Toll Free: 800-477-3013 Ext. 8827
jpatelski@nelsonfleet.com

VEHICLE QUOTE NUMBER Beresford K8A OOS '23

Sold To: City of Beresford, SD
Attn: Jerry Zeimet
Address: 310 4th St
 Beresford, SD 57004

Date: 8/3/2023
Phone: 605-751-9210
FAX:
Salesperson: Jessica Patelski
 Key Code:

Stock No:	Year	Make	Model	New/Used	Vehicle ID Number
Beresford K	2023	Ford Interceptor	4WD SUV Hybrid Color: Black/Black Cloth/Vinyl	New	

Price of Vehicle: \$48,640.00

Includes All Standard Equipment, Plus; \$1,560.00

- 17A Rear Auxiliary Air Conditioning \$573.00
- 17T Switchable Red/White Lighting in Cargo Area \$47.00
- 18D Global Lock/Unlock \$0.00
- 19K H8 AGM Battery (850 CCA/92-AMP) \$103.00
- 41H Engine Block Heater \$85.00
- 43D Dark Car Feature \$24.00
- 51R Driver Only LED Spot Lamp (Unity) \$371.00
- 549 Heated Sideview Mirrors \$56.00
- 59J Keyed Alike- 1111X \$47.00
- 60A Grille LED Lights, Siren & Speaker Pre-Wiring \$47.00
- 60R Noise Suppression Bonds (Ground Straps) \$94.00
- 68G Rear-Door Controls Inoperable \$71.00
- 85R Rear Console Plate \$42.00
- 87R Rear View Camera \$0.00

SUBJECT TO PRIOR SALE

Less Dealer Discount -\$3,130.00

Quote Does Not Include Tax or Registration

Subtotal: \$47,070.00

Trade - In:

Total Cash Price: **\$47,070.00**

Your Purchase Order #	0	Project #	0
Priority			

Thanks for your business!

Ship To / Lessee / End User: City of Beresford, SD
 Attn: Jerry Zeimet
 Police Department
 Address: 310 4th St
 Order Approved by:

FAX:
 Phone: 605-751-9210
 email: jerry@bmtc.net

Signed: _____ Title _____

Printed Name: _____ and Date: _____

26. FULL SIZE UTILITY 112 INCH WHEELBASE MIN. ALL WHEEL DRIVE PURSUIT RATED

LAMB MOTORS
FORD INTERCEPTOR SUV
CONTRACT #: 17619

SD Start Bid for
Reference

Engine, 3.3 liter V-6 Direct-Injection Hybrid Engine System
All-wheel drive
Transmission, Automatic
Column Shifter
Alternator, 220 Amp with integral regulator
Front controlled heat and air conditioning
Locks, Power deck release
Rear Door In-operable
Rear Power Door Lock Switch
Rear Power Door Lock In-operable
Back-up camera displayed in center screen
Bluetooth Capability
Rear Window In-operable
Power Door Locks
Brakes, 4 Wheel Heavy-Duty Disc with Heavy Duty Front and Rear Calipers
Power Steering
Power Windows
Radio, Heavy duty suppression kit, electro-magnetic interference suppression kit to minimize interference between the electronic ignition control system and two-way radio equipment to be installed in the vehicle by state.
Axle, power train shall be geared to produce maximum power and top speed no less than 136 mph (pursuit rated)
Battery, 80 Amp 800 C.C.A.
Cooling, winterized to -35 degrees.
Cruise control
Defroster, Rear Window
Floor Covering Vinyl
Floor Covering Trunk
Solar tinted glass
Horns, Dual
Ignition, Electronic
Headlights
Dome Light, Center (front headliner), Police style with Red and White illumination.
AM/FM Radio with auxiliary audio/usb port
Light, Map light windshield header mount
Light, Driver's side police spotlight
Light, Cargo Area
Lighting, deactivate door light switches. **Deactivate all courtesy lighting interior and exterior and courtesy horn.**
Locks, single key system, 3 keys. (Minimum 3 keys provided). Keyless entry. Standard keyless entry and other function should remain.
Side air bags
Factory installed Police power supply points with required connector (package)
Manual, factory owner manual
Mirror, inside day & night adjustable
Mirrors, remote control left and right side, heated
Wig Wag Headlight Flasher
Seats upholstery heavy duty cloth in harmonizing colors.
Standard Colors are Silver, Black, White, & Gray
Factory Freight

Delivery 60 – 240 days

Base Cost \$47,679

- 3.0L V6 Ecoboost Option (99C/44U) \$895
- 3.3L V6 Direct Injection Non-Hybrid (99B/44U) – Flex Fuel \$(-2115)

• Class III Trailer Tow Lighting Package (52T)	\$180
• Interior Upgrade Package (65U)	\$390
• 1 st and 2 nd Row Carpet Only (16C)	\$175
• Lights, Spotlights (Dual) (51S)	\$620
• Police Perimeter Alert (68B)	\$840
• Rear Heat and Air conditioning	\$710
• Rear light flasher	\$655
• Headlamp pre-wire (wig wag prep) (60A)	\$895
• Factory USB stereo input	\$100
• Dome light Red and White cargo area (Package 17T)	\$55
• Full wheel cover (65L)	\$160
• Painted 18' wheels (package 64E)	\$575
• Heater, Engine Block, (package 41H)	\$160
• Paint upgrade charge, dealer must specify which colors have an upgrade charge	\$595
• LED Spotlight bulb (Unity brand 51R)	NC
• Rear park sensing (package 76R)	\$375
• Rear blind spot alert (package 55B)	\$645
• Rear View Camera in mirror (87R)	NC
• Light Spotlight (Delete)	\$(-275)
• Noise Suppression Bonds (60R)	\$125
• Ballistic door panel driver's door level 3 ballistics (90D)	\$1585
• Ballistic door panel passenger's door level 3 ballistics (90E)	\$3170
• Ballistic door panel driver's door level 4 ballistics (90F)	\$2415
• Ballistic door panel passenger's door level 4 ballistics (90G)	\$4830
• Front center plate delete (67C)	\$100
• Police Engine Idle feature (47A)	\$360
• Front Headlamp Light Solution (66A)	\$895
• Tail Lamp/ Police Interceptor Housing Only (86T)	\$75
• Tail Lamp Lighting Solution (66B)	\$480
• Front Interior Visor Light Bar (96W)	\$1245
• Rear Spoiler LED Traffic Warning Lights (96T)	\$1595
• Rear Lighting Solution (66C)	\$485
• Rear Center Seat Delete(85S)	NC
• Pre-Collision Assist - Pedestrian Detection (Disable switch incl.) (76P)	\$165
• Police Perimeter Alert (68B)	\$695
• Rear Camera on Demand (19V)	\$250
• 110-Watt Siren & Loudspeaker	\$375
• HD Battery	\$135
• Badge Delete	\$50
• Global Unlock – eliminates 45 second timeout on liftgate	\$50

Jerry Zeimetz

From: Pat Carey <patc@bannerassociates.com>
Sent: Tuesday, August 1, 2023 3:10 PM
To: Jerry Zeimetz; Elaine Johnson; Thomas Frieberg
Subject: [*EXT*]Proposed Banner Contract for Seventh Street Extension Project
Attachments: Beresford Seventh Street Extension - Engineering Agreement.pdf

CAUTION: This email originated from outside of Beresford Municipal Telephone. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All:

Attached is our proposed engineering services contract for the Seventh Street Project currently funded through ARPA / SRF.

Please note that the total fee is less than what was shown on the recent estimate for the Community Access Grant application.

This is due to the assumption that completing the design that fits within the confines of the ARPA / SRF funding will not require us to follow DOT format or have final bidding documents for the roadway and surfacing work since we assume that will not be completed unless the City is successful in receiving CAG funding.

If you do receive the CAG funding, we would issue an amendment for that additional work at that time.

Please review and add to the agenda for the August 7 Council meeting if you feel that is appropriate.

Also – please let me know if you would like me to attend that meeting to answer any questions.

Tom – please note that this is an updated version of the EJCDC agreement we have used in the past. I reviewed and made some revisions (strike outs) based on comments you had provided in the past.

If you see anything I missed or additional items that need to be changed, please let me know.

I will work on the contract for the sewer lining and replacement project as well and send when complete.

Thank you,

Pat Carey, PE (SD,MN) | Civil Department Head



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



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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Beresford** (Owner) and **Banner Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Seventh Street Watermain and Sanitary Sewer Extension** (Project). Engineer's services under this Agreement (Services) are generally identified as follows:

Design Engineering and Bidding Services:

- Provide topographic survey and drone imagery for design;
- Project coordination meeting (1 each - prelim design and final design);
- Establish preliminary grade line for complete roadway;
- Design watermain and sanitary sewer utilities with appropriate service locations;
- Establish preliminary drainage design for complete roadway;
- Design storm drainage utilities that can be included in the current project funding;
- Design street improvements that can be included in the current project funding;
- Inclusion of storm water pollution prevention plan;
- Final Design and Construction Documents;
- Prepare Opinion of Probable Project Cost;
- Bidding Documents and Bidding Assistance.

Construction Services:

- Coordinate and attend preconstruction meeting;
- Complete submittal reviews;
- Complete construction staking;
- Provide periodic on-site construction observation;
- Review / prepare payment and change order requests;
- Complete project close-out documentation.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

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

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete

its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

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

4.01 Invoices and Payments

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

E. Basis of Payment

1. Lump Sum - Owner shall pay Engineer for **Design engineering and Bidding Services** as follows:
 - a. A Lump Sum amount of \$84,000.00.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
2. Hourly Rates - Owner shall pay Engineer for **Construction Services** as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. The total compensation for Services and reimbursement of expenses is estimated to be \$84,000.00.

F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1. An allowance of \$2,500.00 is made for the preparation of Construction Plans of Record.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains

unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
 - C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. ~~If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.~~

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. ~~and (2) agree that~~

~~Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.~~

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal

representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

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

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is **August 7, 2023**.

Owner:

City of Beresford, South Dakota
(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: Nathan Anderson
(typed or printed)

Title: Mayor
(typed or printed)

Address for giving notices:

103 North Third Street
Beresford, SD 57004

Designated Representative:

Name: Jerry Zeimetz
(typed or printed)

Title: City Administrator
(typed or printed)

Address:

103 North Third Street
Beresford, SD 57006

Phone: 605-763-2008

Email: jerry@beresfordsd.com

Engineer:

Banner Associates, Inc.
(name of organization)

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

Date: 8/1/2023
(date signed)

Name: Pat Carey
(typed or printed)

Title: Sr. Vice President
(typed or printed)

Address for giving notices:

409 22nd Avenue South
Brookings, SD 57006

Designated Representative:

Name: Pat Carey
(typed or printed)

Title: Sr. Vice President
(typed or printed)

Address:

409 22nd Avenue South
Brookings, SD 57006

Phone: 605-692-6342

Email: patc@bannerassociates.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **August 7, 2023**.

ENGINEER'S STANDARD HOURLY RATES

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

Schedule of Labor Rates and Expenses

Banner Associates, Inc.

January, 2023



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

SCHEDULE OF LABOR RATES AND EXPENSES

January 2023

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

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

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

Rates are subject to change annually.

**LEASE AGREEMENT BETWEEN THE CITY OF BERESFORD AND THE BERESFORD
SCHOOL DISTRICT**

This Lease Agreement, dated this ____ day of _____, 2023, is by and between Lessor, the City of BERESFORD, SOUTH DAKOTA, a municipal corporation (herein referred to as "City") and the Lessee, Beresford School District, a South Dakota School District, (herein referred to as "School District").

WHEREAS the City and School District desire to enter into an agreement to allow the School District to lease a softball field for its Interscholastic Softball team.

WHEREAS the City and the School District enter into this Lease Agreement to memorialize their agreement for the scheduling, maintenance, and use of the Softball Facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the parties do covenant and agree as follows.

1. Premises. The description of the leased premises is as follows:

That part of the real property outlined in black and identified on the map attached hereto located in the Northwest Quarter (NW1/4) in Section Thirty-Two (32), Township Ninety-six (96), Range Fifty (50) of Lincoln County, South Dakota, herein referred to as "Premises".

See Attachment A (map with boundaries of Premises clearly distinguished.)

2. Consideration. The City hereby leases to the School District the below described premises ("Premises") for the yearly sum of Fifteen Thousand Dollars (\$15,000.00). Said sum is payable to the City of Beresford on or before the first day of January of each year.
3. Use of Premises by School District. The School District shall have priority use of the Premises, including the field, concession stand, restrooms, and parking lot, each year from March 1 until the end of the South Dakota High School Activities Association softball season, subject to the terms of this Agreement, for the purpose of administration for the School District's Interscholastic softball team including, but not limited to, games,

practices, and hosting tournaments. School District agrees to leave the Premises in substantially the same condition, reasonable wear and tear excepted. School District agrees to cooperate with City's use and others' use of the Premises in compliance with this Agreement.

4. Surrender of Premises. School District agrees to surrender the Premises, or a part thereof, in the event it is necessary for expansion or utilization of public park facilities or for any other purpose which City believes is necessary or important and the City makes such written demand. If such a written demand is made, then the School District understands that this Agreement shall be terminated and such termination shall not be considered a breach by the City or School District of the terms of this Agreement. School District further agrees to abandon the Premises, or a part thereof, in the event such a demand is made by the United States government or the State of South Dakota or if School District or City is ordered to do so by an order of any Court. If such a demand or order is made, then School District understands that this Agreement shall be terminated, and such termination shall not be considered a breach by the City of School District of the terms of this Agreement.

5. Use by the City. School District agrees that the City may use the Premises when the Premises are not required for use by School District, and such use by the City may or may not be consistent with the normal usage of said Premises. If the City uses the Premises under this Section, it agrees to leave the Premises in substantially the same condition, reasonable wear and tear excepted. For purposes of this Section, City use shall mean organized activities conducted or sponsored by the City.

6. Use by Others. School District shall allow other persons or organizations to use the Premises if the Premises are not in bona fide use by the School District. City may require that such use by others is consistent with the normal usage of said Premises.

In addition to the provisions in Section 5, School District agrees to allow other persons or organizations to use the Premises at the City's direction, subject to reasonable

terms and conditions, even if it interferes with School District's use of the Premises as provided in Section 5. City and School District agree that School District will have the opportunity to review proposals for such use of the Premises at least three months in advance, or before the schedule for the season is complete, whichever is later.

7. City's Responsibilities.

- a. Trash Disposal. City agrees to provide trash receptacles and transport of trash off site provided the School District consolidates the trash into a convenient pick up area.
- b. Grass and Weeds. City shall mow any grass areas within the Premises on a substantially weekly basis. City shall control weeds and grass inside and outside of fence lines through string trimming or chemical vegetation control methods. This obligation includes the backstop fence, foul fence lines, and the outfield fence. If the Premises include other exterior fences around a portion or all of the Premises, City shall control grass/weeds in such fence lines and six feet outside of the fence. The area to be maintained within the Premises is defined with a boundary on the map shown in Attachment A.
- c. Irrigation System. City is responsible for the day-to-day operation, adjustment, maintenance, and replacement of the sprinkler heads on the automatic irrigation system. City shall run water through each zone on the system and visually inspect each sprinkler head at least twice a month to ensure proper operation of sprinkler heads. City is responsible for providing water to the Premises. City will provide charge up and run through the irrigation systems to check for proper operation. City shall provide for the maintenance and repair of the irrigation elements.
- d. Winterization preparation. City shall ensure that all building systems, such as plumbing, electrical, and heating and cooling systems, are operational through the season to ensure proper winterization at the end of the season. City shall ensure that all irrigation zones are operational with no leaks in piping or sprinkler heads, to ensure proper winterization. On or about October 1st of each year, City shall winterize

the irrigation systems and the buildings/structures on the Premises.

- e. Trees. City will provide maintenance to all trees on Premises, including hazardous tree removal, broken limb removal and corrective pruning.
- f. Expenses. City shall be responsible for utilities and expenses related to electrical, water, garbage disposal.
- g. Structures and Buildings. City is responsible for all maintenance and repair of structures and buildings on the Premises. This responsibility includes, but is not limited to, cleaning all structures and buildings on a regular basis, painting and staining the structures and buildings and maintaining/repairing/replacing siding, fascia, soffits, plumbing, flush valves, drinking fountains, water heaters, bleachers, maintenance to the infrastructure outside of the stadium, repair of and necessary upgrades to broken water mains, repair of and necessary upgrades to sewer infrastructure, repair of and necessary upgrades to storm sewer infrastructure, maintenance of electrical transformer(s), and all repairs and surface maintenance of parking lots, and other fixtures as applicable. City is responsible for all maintenance and repair of lighting systems and all other electrical systems. This responsibility includes, but is not limited to, replacing light bulbs in baseball field lighting systems, repairing damage to baseball field lighting systems, and repairing wiring in electrical systems. City is also responsible for all maintenance and repair of fences and signage.

8. School District's Responsibilities.

- a. Property Damage. School District agrees to maintain said Premises. School District agrees to repair or replace any property on the Premises damaged, either willfully or accidentally, by its agents or invitees.
- b. Game Days. School District is responsible for preparation of the playing field prior to all scheduled game days. School District is also responsible for raking the field after use.
- c. Trash and Recycling. School District agrees to be responsible for policing the Premises and picking up and making ready for City collection of all trash,

This year, we worked with the city to help get lines marked, if city is available, can we still make the request for help? For 10-12 events, is this something that can be included within our lease agreement of 15K a year?

For 10-12 events, is this something that can be included within our lease agreement of 15K a year?

recyclables, debris, and waste material of every nature, resulting from its use of the Premises by itself or any spectators in attendance at the Premises. School District agrees to clean the restroom facilities and concession stands after use. School District also agrees to place all collected trash, recyclables, debris, and waste in a designated location for removal by the City. School District agrees that it will not place yard waste or building materials in City trash receptacles.

- d. Notification to City. School District agrees to promptly notify City in writing if it observes any needed maintenance to exterior sidewalks, parking areas, trees or other items that the City is obligated to maintain under Section 9.B or any items other than those that the School District is obligated to maintain.
9. Changes to the Premises. No construction or installation of any improvements to the Premises shall occur until the City has given prior written approval to the proposed construction. School District shall promptly notify the City of its intentions to construct or install any improvements upon the Premises, and School District agrees that it will not perform any such construction unless and until it receives written approval from the City. Any construction or installation of any improvements shall be in conformity with the municipal codes of the City, including any construction within a floodplain or floodway. The parties agree that any permanent improvements or fixtures constructed by School District on the Premises are the property of the City.
10. Fees Charged to the Public. School District shall be entitled to fees charged to the public for entrance, use, or access to the Premises relating to School District's use of the Premises.
11. Concession, Advertising, and Naming Rights. School District shall have the right to operate concessions for the sale of beverages, food, programs, and other items consistent with School District's use. All revenue derived from concessions shall belong to School District.

We have no desire to operate the concessions stand. It is fine to have the right -a right we plan not invoke.

School District shall have the right to sell advertising space on the inside of the Premises boundaries (to face inward towards the Premises), and all revenue derived from advertising shall belong to School District. School District agrees to maintain and repair any physical advertising on the inside of the Premises. School District agrees to remove any physical advertising on the Premises if it is in a state of disrepair, if this Agreement has been terminated for any reason, or if the Agreement term has ended and the Agreement is not renewed. Additionally, School District agrees to return the Premises to its original condition, unless the City agrees in writing to accept a different condition. If School District does not abide by the terms in this paragraph, the City may cause such physical advertising to be removed and the Premises to be restored to their original condition, and School District agrees to reimburse City for 150 percent of the costs associated with such removal and restoration.

School District will indemnify, defend, and hold harmless the City, its common council, officers, employees, and agents against all claims, expenses, and losses resulting from the publication and contents of the any advertisement, including but not limited to, claims for libel, violation of privacy, copyright infringements, plagiarism or advertising errors or omissions. The City is not responsible for any loss, damage or theft to advertising.

School District and City shall jointly hold all naming rights for the facilities and Premises, and any naming of fields, buildings, improvements or areas shall be by mutual agreement of the parties.

12. Insurance. School District shall maintain commercial general liability insurance providing coverage against all claims for damages arising out of injury to persons, including death, and damage to property, arising out of School District's conduct pursuant to this lease, and name the City as an additional insured. The minimum amount of liability insurance that is agreed to is \$1,000,000.00 of General Liability each occurrence and general aggregate coverage of \$2,000,000, damage to premises coverage of \$100,000, products completed aggregate coverage of \$2,000,000, and personal and advertising injury coverage of

\$1,000,000. School District agrees to provide City with a copy of all such policies, or certificates evidencing the existence of such insurance, and all such insurance shall provide that no cancellation thereof shall be effective without sending City 20 days prior written notice of such cancellation.

13. Liability. School District agrees that the City shall be held harmless from any and all liability, loss, costs, damage, or expenses sustained by the School District, including attorney's fees and other expenses of litigation arising from any operation or use under this Agreement of the described Premises by School District or its agents or employees or any other person using the Premises. School District further agrees to defend the City against any and all claims arising from the operation or use under this Agreement of the described Premises by it, its agents, employees, or any other person using the Premises. The parties agree that School District may enter into separate agreements with other users of the Premises to hold harmless School District, its directors and members from claims arising from the use of others as discussed in this Agreement.

14. Termination of Agreement. City reserves the right to periodically review the performance of School District to evaluate compliance with the terms of this Agreement. Either party may terminate the Agreement for breach of this Agreement upon thirty (30) days written notice to the breaching party. If the breaching party does not cure the breach prior to the date of termination, then the other party may terminate the Agreement. If the breaching party attempts to diligently cure the breach, to the extent such breach cannot be reasonably cured within thirty (30) days, the other party may grant additional time to cure as it deems appropriate, but is under no obligation to do so.

This Agreement may be terminated by either party giving notice of its intent to terminate the Agreement on or before October 15 of any year, which termination shall be effective as of January 1 immediately following.

15. Assignability. This Lease is not assignable nor may said premises be sublet or used for any other purpose without

written permission of the City.

16. Waivers. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

17. Amendments. This Agreement may only be amended by a written document duly executed by both parties.

18. Effectiveness. This Lease is entered into and binding upon the parties hereto only after approval by duly enacted Resolution of the City.

19. Headings. The headings and numbering of the different sections of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction, or effect of any provision.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2023.

City of Beresford

Beresford School District

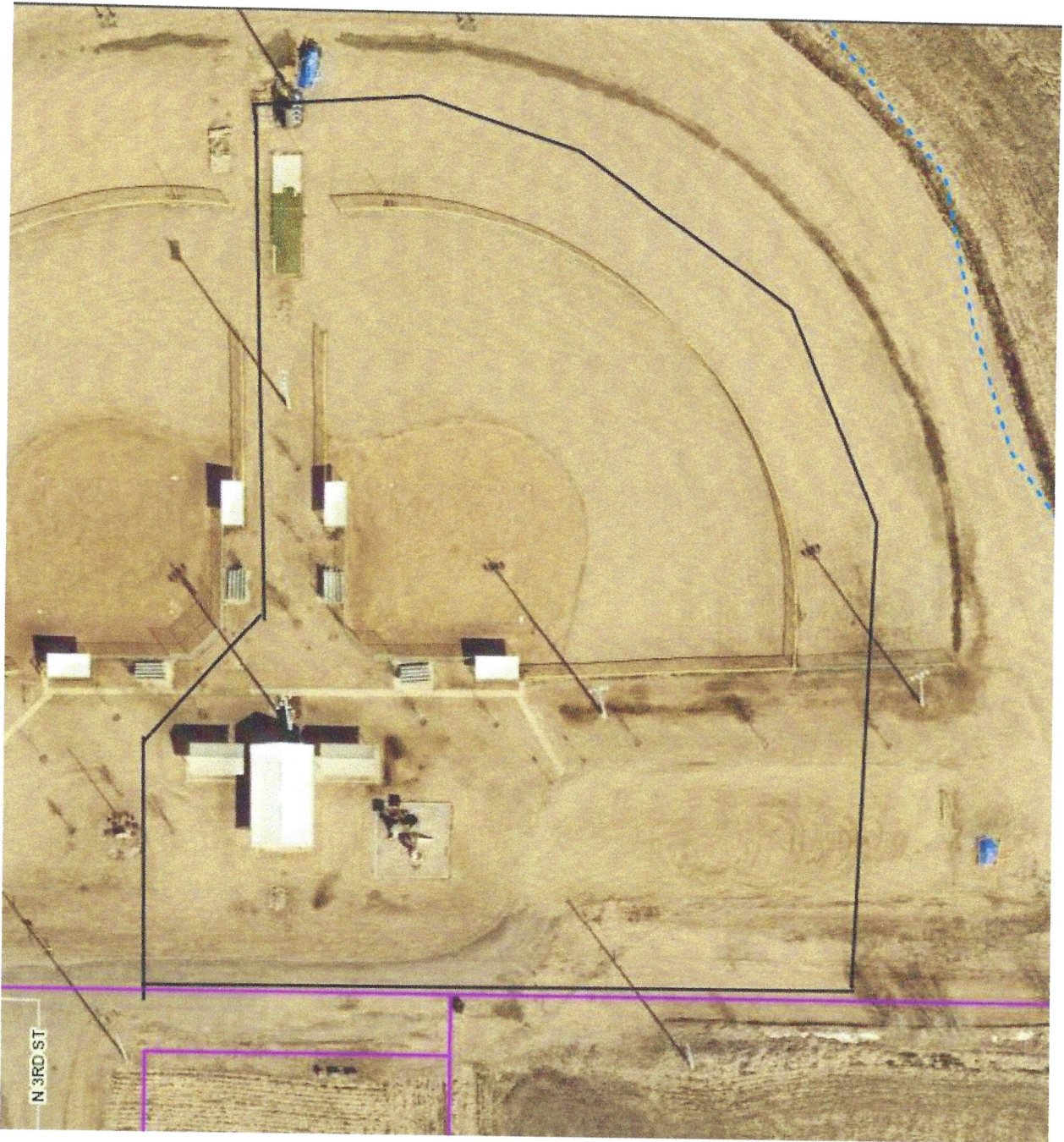
By: _____

Mayor

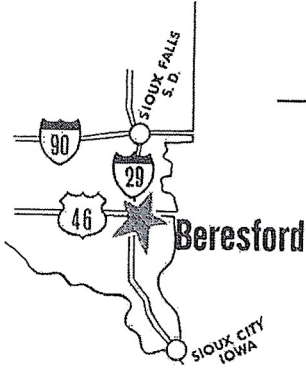
By: _____

ATTEST:

Finance Officer



ATTACHMENT A



City Of Beresford

Bright Beginnings Daycare

Inv. # 2023

Date: 7/12/23

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

101-4540-42964

MUNICIPAL SUBSIDY DRAWDOWN REQUEST
CITY OF BERESFORD

Bright Beginnings Childcare Center hereby requests the drawdown of the monetary subsidy appropriated for the agency on the FY2023 Municipal Budget in the amount of \$4,000.

Attached is the required financial statement to be filed in lieu of a formal audit, as per statute.

Authorized Signature: Meg Anderson

Date: July 12, 2023

Beresford Childcare, Inc.

Statement of Activity

January 1 - July 13, 2023

	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 1-13, 2023	TOTAL
Revenue								
Donations	1,450.00							\$1,450.00
Food Reimbursement	1,904.84	2,411.58	2,170.54	2,411.62	2,344.98	2,677.86	2,430.98	\$16,352.40
Grants	5,000.00				2,000.00			\$7,000.00
Parent Fees	16,482.82	15,181.99	25,220.77	17,217.89	12,536.00	20,977.95	9,908.11	\$117,525.53
Total Revenue	\$24,837.66	\$17,593.57	\$27,391.31	\$19,629.51	\$16,880.98	\$23,655.81	\$12,339.09	\$142,327.93
GROSS PROFIT	\$24,837.66	\$17,593.57	\$27,391.31	\$19,629.51	\$16,880.98	\$23,655.81	\$12,339.09	\$142,327.93
Expenditures								
Accountant fees	186.39	186.39	181.06	181.06	181.06		186.39	\$1,102.35
Activity Supplies					80.90			\$80.90
Advertising						158.40		\$158.40
Building Supplies	44.15	507.98	735.46	542.79	88.33	3,504.75		\$5,423.46
Emp Taxes 941			2,223.19					\$2,223.19
Groceries	1,186.11	1,291.23	657.15	1,577.29	1,530.69	2,064.53	53.37	\$8,360.37
Insurance	694.27			511.00	-207.00			\$998.27
Insurance Premium		382.27	859.70	95.16	477.42	1,473.51		\$3,288.06
Lawncare						90.00		\$90.00
Natural Gas	72.00			144.00	50.95	72.00		\$338.95
Office Supplies	12.00	63.00	14.34	113.74	158.51	44.64		\$406.23
Payroll Expenses								\$0.00
Taxes	1,359.67	4,778.03	1,317.74	1,281.41	1,654.54	1,495.22		\$11,886.61
Wages	16,244.76	18,804.76	15,743.09	15,310.20	19,928.85	18,393.88		\$104,425.54
Total Payroll Expenses	17,604.43	23,582.79	17,060.83	16,591.61	21,583.39	19,889.10		\$116,312.15
Repairs & Maintenance	100.00		85.45	89.43				\$274.88
Training			90.00		35.00	70.00		\$195.00
Utilities	613.83	595.47	904.60	672.47	744.59	696.14	705.82	\$4,932.92
Total Expenditures	\$20,513.18	\$26,609.13	\$22,811.78	\$20,518.55	\$24,723.84	\$28,063.07	\$945.58	\$144,185.13
NET OPERATING REVENUE	\$4,324.48	\$ -9,015.56	\$4,579.53	\$ -889.04	\$ -7,842.86	\$ -4,407.26	\$11,393.51	\$ -1,857.20
NET REVENUE	\$4,324.48	\$ -9,015.56	\$4,579.53	\$ -889.04	\$ -7,842.86	\$ -4,407.26	\$11,393.51	\$ -1,857.20

Aug - 7 meeting

Jerry Zeimetz

From: Mike Antonson Electric Superintendent <electric@bmtc.net>
Sent: Tuesday, June 20, 2023 8:10 AM
To: Jerry Zeimetz
Subject: [*EXT*]FW: [EXTERNAL] Updated contracts
Attachments: Proposed Documents; Current FES Contract for Reference; FW: FES Exhibits Redlines; Current IA and CFA for Reference; IA and CFA Exhibit Redlines

CAUTION: This email originated from outside of Beresford Municipal Telephone. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jerry, here are the documents that we went over last week with MRES. It looks like some of the contact info needs to be updated, other than that, should be good to go.

Mike

From: Helms, Darla <DHelms@WAPA.GOV>
Sent: Friday, June 16, 2023 8:44 AM
To: Mike Antonson Electric Superintendent <electric@bmtc.net>
Cc: Sirvas, Christopher <Sirvas@WAPA.GOV>
Subject: RE: [EXTERNAL] Updated contracts

Good morning Mike,

Per your request to Christopher Sirvas, please find attached in draft form are proposed Revision 1 of Federal Electric Service (FES) Contract Exhibits B and C, Interconnection Agreement (IA), and Revision 1 of Consolidated Facility Arrangements (CFA) Exhibit A, collectively called Documents, between Western Area Power Administration (WAPA) and the City of Beresford (Beresford) for your review. Contact me with questions concerning the Documents at the email or phone number below. Please either let me know the Documents are acceptable or send edits by July 6, 2023. We prefer to send a formal offer and final versions of the Documents to the Beresford for signature and attestation via DocuSign and will do that after you let me know the documents are acceptable and you are able to use DocuSign for signatures.

The changes in the Documents reflect system upgrades and WAPA's membership in SPP. I have attached proposed Documents with their redlines to current Documents to help you review. Thank you.

Attachments:

Proposed Documents Email

1. Doc 2 14-UGPR-1022 Exhibit B R1 (2) 3.17.23.doc – **FES Exhibit B**
2. Doc 3 14-UGPR-1022 Exhibit C R1 3.17.23.docx - **FES Exhibit C**
3. Doc 4 14-UGPR-2022.1 Main Contract 2.docx – **IA Main**
4. Doc 5 14-UGPR-2022.1 Exhibit A 2.docx – **IA Exhibit A** ✓
5. Doc 6 14-UGPR-2022.1 Exhibit B 2.docx – **IA Exhibit B** ✓
6. Doc 6A. CERTIFICATE SPP IA.docx – To be include in IA package for SPP signature ✓
7. Doc 7 14-UGPR-3022 Exhibit B R1.docx – **CFA Exhibit A**

Current FES Contract for Reference Email

1. Doc 8 Beresford FES Main 14-UGPR-1022.

Jerry Zeimetz

From: Helms, Darla <DHelms@WAPA.GOV>
Sent: Thursday, May 4, 2023 11:10 AM
To: Helms, Darla
Subject: Proposed Documents
Attachments: Doc 5 14-UGPR-2022.1 Exhibit A 2.docx; Doc 6 14-UGPR-2022.1 Exhibit B 2.docx; Doc 6A. CERTIFICATE SPP IA.docx; Doc 7 14-UGPR-3022 Exhibit B R1.docx; Doc 7 14-UGPR-3022 Exhibit B R1.docx; Doc 2 14-UGPR-1022 Exhibit B R1 (2) 3.17.23.doc; Doc 3 14-UGPR-1022 Exhibit C R1 3.17.23.docx; Doc 4 14-UGPR-2022.1 Main Contract 2.docx

1. Doc 2 14-UGPR-1022 Exhibit B R1 (2) 3.17.23.doc – **FES Exhibit B** ✓
2. Doc 3 14-UGPR-1022 Exhibit C R1 3.17.23.docx - **FES Exhibit C** ✓
3. Doc 4 14-UGPR-2022.1 Main Contract 2.docx – **IA Main** ✓
4. Doc 5 14-UGPR-2022.1 Exhibit A 2.docx – **IA Exhibit A** ✓
5. Doc 6 14-UGPR-2022.1 Exhibit B 2.docx – **IA Exhibit B** ✓
6. Doc 6A. CERTIFICATE SPP IA.docx – To be include in IA package for SPP signature ✓
7. Doc 7 14-UGPR-3022 Exhibit B R1.docx – **CFA Exhibit A** ✓

Darla - telework 406.690.1381

Darla Helms | Public Utilities Specialist

Western Area Power Administration | Upper Great Plains Region
406.255.2938 | dhelms[at]wapa.gov



EXHIBIT B
(Operating Agreement Including Quantitative Determinations)

1. This Exhibit B made on _____, effective under and as a part of Contract No. 14-UGPR-1022, dated July 29, 2015, hereinafter called the Contract, shall become effective on the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit B shall terminate and supersede Exhibit B dated July 29, 2015, and shall remain in effect until superseded by another Exhibit B or termination of the Contract.

2. BERESFORD'S FIRM ELECTRIC SERVICE ARRANGEMENTS:

2.1 The System Definitions and Billing Determinations set forth in this Operating Agreement are based upon the understanding of the Parties that Beresford's firm electric service arrangements are such that its system load requirements are normally supplied from the following sources:

2.1.1 Firm electric service from Western.

2.1.2 Firm electric service from another power supplier. As of the date of this Exhibit B, Beresford is receiving firm electric service from Missouri River Energy Services.

2.2 Western reserves the right to unilaterally require the substitution of a new Exhibit B in the event that the firm electric service arrangements of Beresford are altered, so that this Exhibit B does not correctly identify those arrangements.

3. REPORTING REQUIREMENTS: Beresford shall keep such records as are necessary for the purposes of this Exhibit B and will furnish the Contracting Officer with such information or reports necessary for the determinations called for herein.

4. SYSTEM DEFINITIONS:

4.1 Beresford's System Demand for any billing period shall be the sum of the highest coincident 30-minute integrated demands established from meter readings taken at the Point(s) of Measurement (POM), as may be adjusted and defined in Exhibit C.

4.2 Beresford's System Energy Requirements for any billing period shall be the total energy delivered during the billing period at the POMs, as may be adjusted and defined in Exhibit C.

5. FIRM POWER AND ENERGY OBLIGATION OF WESTERN:

5.1 Notwithstanding the provisions of Subsection 6.3 of the Contract, the Parties, by mutual agreement, have established, for each month of the year, values for the

Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western to Beresford as shown below. The table was calculated based upon the May 1996 through April 1997 reference year chosen by Beresford.

Summer Season	kW	MWh	Winter Season	kW	MWh
May	2,060	962	November	1,777	872
June	2,900	1,025	December	1,985	984
July	2,878	1,184	January	2,047	1,080
August	2,731	1,177	February <u>1/</u>	1,949	1,014
September	2,790	1,191	March	2,053	920
October	2,279	961	April	1,869	900

1/ Energy amount for leap year will be 1,050 MWh.

5.2 The Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western in any billing period shall each be, for the billing period involved, apportioned among the Point(s) of Delivery identified in Exhibit C using the ratio of the obligation of Western, as noted above, to Beresford's respective System Demand and System Energy Requirements for that same period as determined pursuant to Section 4 above.

5.3 In the event that Beresford's System Demand and/or Beresford's System Energy Requirements in a billing period are less than the values in Subsection 5.1 above for that billing period, then Beresford's actual System Demand and/or System Energy Requirements shall be Western's Maximum Rate of Firm Power Obligation and Maximum Energy Obligation for that billing period.

5.4 Either Party hereto shall have the right to resume determination of Western's firm power and energy obligations to Beresford pursuant to Subsection 6.3 of the Contract upon five years advance written notice to the other Party or upon a period of less than five years if mutually agreed to. In the event of such notice, obligation determinations pursuant to Subsection 6.3 of the Contract shall begin upon the effective date of a revised Exhibit B providing for such determinations.

5.5 Western reserves the right to appropriately modify the above power and energy values in the event that the Contract Rate(s) of Delivery or energy deliveries are modified as provided elsewhere in the Contract.

6. BILLING DETERMINATIONS:

6.1 The billed demand for firm power provided by Western to Beresford in any billing period shall be, for that billing period, the Maximum Rate of Firm Power Obligation as established pursuant to Section 5 above.

6.2 The billed energy provided by Western to Beresford in any billing period shall be, for that billing period, the Maximum Energy Obligation as established pursuant to Section 5 above.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Exhibit B may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

8. EXECUTION IN COUNTERPARTS: This Exhibit B may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit B may be detached by any counterpart of this Exhibit B without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit B identical in form hereto, by having attached to it one or more signature pages.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing

for Upper Great Plains Region

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

CITY OF BERESFORD, SOUTH DAKOTA

By _____

Attest:

Title _____

By _____

Address 101 North Third Street

Title _____

Beresford, SD 57004-1741

Exhibit B, Revision 1
Contract No. 14-UGPR-1022
City of Beresford, South Dakota

CERTIFICATE

I, _____, certify that I am the _____ of Southwest Power Pool, Inc., the nonprofit corporation named as SPP herein; that _____, who signed the above contract on behalf of SPP, was then its _____; that such contract was duly signed for and on behalf of SPP by authority of its governing body and is within the scope of its corporate powers.

Signature

(SEAL)

EXHIBIT C
 (Transmission Path and Delivery and Measurement Conditions)

1. This Exhibit C made on _____, effective under and as a part of Contract No. 14-UGPR-1022, dated July 29, 2015, hereinafter called the Contract, shall become effective on the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit C shall terminate and supersede Exhibit C dated July 29, 2015, and shall remain in effect until superseded by another Exhibit C or termination of the Contract.

2. TRANSMISSION PATH: On October 1, 2015, Western joined Southwest Power Pool, Inc. (SPP) and placed certain qualifying transmission facilities into SPP Zone 19 1/-which allows Western to deliver Federal power and energy within SPP Zone 19 2/. The facilities of Beresford are directly interconnected with Western's facilities within SPP Zone 19. Deliveries of power and energy sold under this Contract are therefore made directly to Beresford. If needed, the Parties agree in good faith to revise this Exhibit C to reflect new conditions.

1/ SPP Zone 19 may consist of multiple transmission owners with qualified transmission facilities in SPP Zone 19.

2/ Western has made separate arrangements for delivery of Federal power and energy in SPP Zone 19.

3. DELIVERY AND MEASUREMENT CONDITIONS: The two Point(s) of Delivery for electric power and energy delivered to Beresford are defined as the following points at which the circuits of Western are connected to the circuits of Beresford as noted below and the following delivery and metering voltages are metering adjustments shall apply.

Point of Delivery	Owner	Delivery Voltage	Point of Measurement	Metering Voltage	Meter Adjustment
Beresford Substation 115,000-volt bus	Western	115,000	Beresford's Beresford West Substation	12,470	<u>1/</u>
Beresford Substation 115,000-volt bus	Western	115,000	Beresford's Beresford East Substation	12,470	<u>1/</u>

1/ There is a loss compensation meter installed at this Point of Measurement.

4. USE OF DIGITAL SIGNATURES: The Parties agree that this Exhibit C may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

5. EXECUTION IN COUNTERPARTS: This Exhibit C may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit C may be detached by any counterpart of this Exhibit C without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit C identical in form hereto, by having attached to it one or more signature pages.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing
for Upper Great Plains Region

Address P.O. Box 35800
Billings, MT 59107-5800

(SEAL)

City of Beresford, South Dakota

By _____

Title _____

Attest:

By _____

Address 101 North Third Street

Title _____

Beresford, SD 57004-1741

Contract No. 14-UGPR-2022.1
City of Beresford, South Dakota
Southwest Power Pool, Inc.

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR INTERCONNECTION AND TIE LINE(S) WITH
THE CITY OF BERESFORD, SOUTH DAKOTA, AND
SOUTHWEST POWER POOL, INC.

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR INTERCONNECTION AND TIE LINE(S) WITH

THE CITY OF BERESFORD, SOUTH DAKOTA, AND

SOUTHWEST POWER POOL, INC

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Certificate

Exhibit A (Points of Interconnection, Tie Line(s), and Facilities, Ownership, and Responsibilities)

Exhibit B (Authorized Representatives and Notices)

General Interconnection Contract Provisions dated September 26, 2013

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR INTERCONNECTION AND TIE LINE(S) WITH
THE CITY OF BERESFORD, SOUTH DAKOTA, AND
SOUTHWEST POWER POOL, INC.

1. PREAMBLE: This Contract is made on _____, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA, represented by the officer executing this Contract, or a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, the CITY OF BERESFORD, SOUTH DAKOTA, a municipal corporation, duly organized under and by virtue of the laws of the State of South Dakota, hereinafter called Interconnection Customer or Contractor; their successors and assigns, each sometimes hereinafter individually called Party, and both sometimes hereinafter collectively called the Parties; and SOUTHWEST POWER POOL, INC., a nonprofit corporation in the State of Arkansas, acting in its capacity as a Regional Transmission Organization (RTO), its successors and assigns, hereinafter called SPP.

2. EXPLANATORY RECITALS:

2.1 WAPA and Interconnection Customer previously entered into Contract No. 14-UGPR-2022 dated July 29, 2015, which provides for, among other things, provisions for transmission interconnections and operations of Interconnection Customer's facilities with WAPA's Upper Great Plains Region's (WAPA-UGP) facilities.

2.2 Subsequently, WAPA executed the SPP Membership Agreement as a Transmission Owner and included certain qualifying transmission facilities under SPP's Tariff. As such, certain operational changes and coordination requirements have occurred.

2.3 Therefore, the Parties want to terminate Contract No. 14-UGPR-2022 and enter into this Contract No. 14-UGPR-2022.1 to include SPP as a signatory in its role as an RTO, address operational and coordination requirement changes, and to provide for Points of Interconnection and operational provisions, as described in Exhibit A.

2.4 The Parties recognize the inherent requirements and responsibilities for their system operations under and in accordance with any and all applicable requirements, rules or regulations, policies, or procedures for system operations of Federal Energy Regulatory Commission (FERC), North American Electric Reliability Corporation (NERC), and any delegated Regional Entity, and/or Reliability Coordinators, as applicable, or any successor entity(ies) assuming or charged with similar responsibilities.

3. DEFINITIONS: The following terms used in this Contract with initial capitalization shall have the meanings defined herein, including all Exhibits hereto. Any capitalized

term not defined in Section 3 of this Contract shall have the definition assigned to it by the NERC Board of Trustees and FERC, as amended from time to time, and incorporated herein by this reference, or as otherwise understood by common usage in the electric utility industry. In the event of a conflict between a definition set forth in Section 3 and a definition set forth in such NERC "Glossary of Terms Used in NERC Reliability Standards" or a definition as understood by common usage in the electric industry, the definition set forth in this Section 3 shall control.

3.1 Authorized Representative(s): The person(s) employed by each Party or other signatory(ies) to this Contract who are authorized to act on behalf of each of the Parties or other signatory(ies), with respect to those matters contained in the Contract which are the functions and responsibilities of the Authorized Representative(s) concerning maintenance and coordination of elements in each Party's transmission system.

Examples of an Authorized Representative are a field employee who gathers first-hand information and requests that equipment be removed from service, a power system operator who has sole authority for making all decisions necessary to reliably operate the bulk electric system, or a management representative with broader authority.

3.2 Balancing Authority: The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.

3.3 Balancing Authority Area: The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

3.4 Emergency Conditions: Any abnormal system condition that requires immediate action to: 1) maintain system frequency; 2) prevent equipment damage or tripping of system elements; or 3) limit loss of transmission or generation facilities that could adversely affect the safety of persons or property, or could adversely affect the reliability, security, or continuity of a Party's transmission system or the systems to which the Party's transmission system is directly or indirectly connected.

3.5 FERC: The Federal Energy Regulatory Commission, or any successor Federal agency, commission or department.

3.6 Firm Electric Service: The firm power and energy delivery obligation of WAPA to Interconnection Customer as provided for in a separate contract.

3.7 Functional Control: SPP's control over the energy flowing through the regional transmission system under the SPP Tariff in order to maintain reliable transmission services to the regional electric grid.

3.8 Good Utility Practice: Any of the practices, methods, and acts engaged in or approved by a significant proportion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts.

3.9 NERC: The North American Electric Reliability Corporation or any successor thereto; including a FERC approved Electric Reliability Organization or ERO, as defined

under Section 215(a)(2) of the Federal Power Act, authorized to establish and enforce reliability standards for the bulk-power system, or any successor thereto.

3.10 Normally Closed: Normally Closed refers to the normal operating position of a switching device used to interconnect between WAPA and Interconnection Customer. Normally Closed devices allow the flow of energy from one system to another system until the operating state is changed to open.

3.11 Normally Open: Normally Open refers to the normal operating position of a switching device used to interconnect between WAPA and Interconnection Customer. Normally Open devices do not allow the flow of energy from one system to another system until the operating state is changed to closed.

3.12 Operational Jurisdiction: The equipment specified is operated (including any automatic reclosing) under the sole direction of the Party specified, except in the case of Emergency Conditions.

3.13 Point(s) of Interconnection: The points where the equipment of WAPA-UGP interconnect with the equipment of Interconnection Customer as shown in Exhibit A.

3.14 Regional Entity: A regional entity as defined under Section 215(e)(4) of the Federal Power Act, authorized to propose and enforce reliability standards for NERC under a delegation agreement approved by FERC.

3.15 Reliability Coordinator: The entity that is the highest level of authority who is responsible for the reliable operation of the bulk electric system, has the Wide Area view of the bulk electric system, and has the operating tools, processes and procedures, including the authority to prevent or mitigate emergency operating situations in both next-day analysis and real-time operations. The Reliability Coordinator

has the purview that is broad enough to enable the calculation of Interconnection Reliability Operating Limits, which may be based on the operating parameters of transmission systems beyond any Transmission Operator's vision.

3.16 SPP: Southwest Power Pool, Inc. is a RTO, pursuant to the orders of FERC.

3.17 SPP Membership Agreement: The Southwest Power Pool, Inc. Membership Agreement detailing the rights and obligations of SPP and SPP members.

3.18. SPP Tariff: The SPP Open Access Transmission Tariff approved by FERC, as it may be revised and amended.

3.19 Tie Line: A circuit connecting two Balancing Authority Areas.

4. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

5. TERM:

5.1 This Contract shall become effective on the date of its execution, and subject to prior termination as otherwise provided for herein, shall remain in effect through December 31, 2050, unless a replacement interconnection agreement between the Parties has been entered into prior to that date. Unless agreed to by the Parties, neither Party shall be relieved of any ongoing obligation incurred under this Contract prior to such termination of this Contract. Notwithstanding the foregoing term, WAPA or Interconnection Customer may terminate this Contract prior to December 31, 2050, upon providing two (2) years written notice to the other Party and SPP, provided that the Point(s) of Interconnection provided for herein are not required to provide for WAPA's Firm Electric Service deliveries to Interconnection Customer. In addition,

notwithstanding any other provision in this Contract, should SPP no longer have Functional Control over WAPA-UGP's transmission facilities, SPP's participation in this Contract shall be terminated upon the effective date of the termination of SPP's Functional Control over WAPA-UGP's transmission facilities, or within 90 days thereafter if SPP requests an extension.

5.2 TERMINATION OF EXISTING CONTRACT: Contract No. 14-UGPR-2022, dated July 29, 2015, as amended or supplemented, between Interconnection Customer and WAPA is hereby terminated as of the effective date of this Contract No. 14-UGPR-2022.1.

6. INTERCONNECTIONS:

6.1 The Points of Interconnection and conditions of interconnection between WAPA-UGP and Interconnection Customer are specified in Exhibit A of this Contract.

6.2 Each Party is responsible to operate and maintain the facilities on its system necessary for interconnection to ensure the reliability of the transmission system; however so long as WAPA-UGP is a SPP Transmission Owner under the SPP Membership Agreement or has otherwise placed transmission facilities under the SPP Tariff, SPP shall exercise Functional Control over such WAPA-UGP owned transmission facilities as provided for in the SPP Membership Agreement or separate contractual arrangements with SPP.

6.3 All facilities furnished and installed by WAPA or Interconnection Customer, except as otherwise provided in Exhibit A, are the property of the Party who furnished and installed the facilities. Operation of these facilities is the responsibility of the owning

Party, unless otherwise provided for in Exhibit A or in other separate contractual arrangements between the Parties or in other separate contractual arrangements between the Parties.

6.4 No capacity rights on WAPA's or Interconnection Customer's transmission systems are granted in this Contract, unless otherwise noted in Exhibit A. This Contract does not provide for transmission, generation interconnection, or energy arrangements.

6.5 The interrelationship of equipment and control circuits requires that WAPA and Interconnection Customer coordinate planning, designing, constructing, installing, testing, removing, operating, maintaining, commissioning, documenting, and replacing the facilities necessary to interconnect at the interconnection points described in Exhibit A. WAPA and Interconnection Customer therefore agree to cooperate with each other and SPP to fully promote efficiency, economy, safety, and reliability of operation of their respective equipment identified in Exhibit A. SPP's coordination in this subsection is limited to the restrictions and liabilities as set forth in the SPP Tariff.

6.6 WAPA and Interconnection Customer will coordinate planning, designing, constructing, installing, commissioning, and documenting interconnection facilities between WAPA-UGP and Interconnection Customer to the mutual satisfaction of WAPA, and the Interconnection Customer, and in recognition of the regional transmission planning requirements of SPP, and/or other applicable regional transmission planning entity(ies) or successor(s). This coordination will apply to the installation of new interconnection facilities and existing equipment or modification of equipment and facilities that would affect WAPA-UGP's or Interconnection Customer's

ability to operate and maintain its interconnection facilities and equipment or affect SPP's Functional Control over certain of WAPA-UGP's transmission facilities.

6.7 WAPA and Interconnection Customer agree that Point(s) of Interconnection described in Exhibit A will be operated Normally Closed, unless specifically noted otherwise.

7. RELIABILITY REQUIREMENTS:

7.1 The Parties agree to comply with Good Utility Practice and any and all applicable reliability requirements, standards, rules, and regulations under and in accordance with applicable FERC, NERC, Regional Entity, Reliability Coordinator, or any successor entity(ies) assuming or charged with similar reliability responsibilities as they presently exist and as may be established.

7.2 Interconnection Customer recognizes that WAPA, as a Balancing Authority and Transmission Operator (TOP) requires certain information to be provided and certain actions to be performed by the Interconnection Customer if it meets the NERC definition of Transmission Owner, Distribution Provider, Generator Owner, and/or Load-Serving Entity located within WAPA's Balancing Authority Area(s). If Interconnection Customer meets a definition of one of those functional categories, as modified or superseded by NERC, Interconnection Customer agrees to comply in a timely manner with all requests made by WAPA-UGP in its role as the Balancing Authority and TOP for reliability compliance purposes.

7.3 To the extent allowed by law, WAPA and Interconnection Customer, if subject to resulting violations and/or payment of sanctions, shall be responsible for violations of

Subsection 7.1 above and for the payment of any sanctions resulting from a final order (after any NERC, FERC appeals, reconsideration, rehearing requests, and any jurisdictional judicial review have been exhausted) for the violation of any applicable FERC, NERC, Regional Entity, Reliability Coordinator, or any successor entity(ies) standards or rules in the performance of WAPA's or Interconnection Customer's duties hereunder. WAPA and Interconnection Customer shall be responsible to pay only its lawful share of the imposed sanction based on its relative contribution to the improper act or omission related to the performance of its duties hereunder. No Party shall be responsible for sanctions it is not legally obligated to pay, or for any acts, omissions, or violations of another Party.

7.4 Notwithstanding any provision herein, by entering into this Contract, WAPA has not, and will not be deemed to have: 1) waived or conceded any defense it may have, including sovereign immunity, intergovernmental immunity, or lack of subject matter jurisdiction; 2) accepted any liability, responsibility, or obligation to pay any penalty or fine to which it would not have been subject in the absence of this Contract; or 3) accepted or assumed any obligation to act, or refrain from acting, in a manner that would violate, or exceed the authority conferred on it by, any applicable statute, regulation, or lawfully promulgated court or regulatory order.

7.5 Notwithstanding any provision herein, by entering into this Contract, Interconnection Customer has not, and will not be deemed to have: 1) waived or conceded any defense it may have; 2) accepted any liability, responsibility, or obligation to pay any penalty or fine to which it would not have been subject in the absence of this Contract; or 3) accepted or assumed any obligation to act, or refrain from acting, in a manner that

would violate, or exceed the authority conferred on it by, any applicable statute, regulation, or lawfully promulgated court or regulatory order.

8. THIS SECTION IS INTENTIONALLY LEFT BLANK

9. TIE LINE(S):

9.1 TIE LINE METERING POINT(S):

9.1.1 Tie Line metering points shall be the point(s) where Tie Line metering and telemetry is installed for the purpose of controlling generation and maintaining an interchange schedule. Metering for the Tie Line point(s) shall be in compliance with applicable NERC, Regional Entity, and Reliability Coordinator standards and rules, and WAPA's Meter Policy and other applicable Balancing Authority's metering policy. This includes, but is not limited to, the requirement that the Tie Line be equipped to telemeter megawatt power flow to both Balancing Authority control centers (including alternate control centers, as required) simultaneously, from an agreed-upon terminal utilizing common metering equipment. In the event that WAPA-UGP has merged its Balancing Authority Area(s) into the SPP Balancing Authority Area, such data shall also be telemetered to WAPA's primary and alternate control centers as required by WAPA. The Tie Line metering points and the associated responsibilities between Interconnection Customer and WAPA are specified in Exhibit A to this Contract. If there are no Tie Lines listed in Exhibit A, this Section 9 will not apply.

9.1.2 All facilities furnished and installed by a Party, except as otherwise provided in Exhibit A, are the property of that Party.

9.2 INADVERTENT INTERCHANGE ACCOUNTING: The Parties agree to account for any inadvertent interchange across the Tie Line metering point(s), if required, in accordance with all applicable NERC, Regional Entity, Reliability Coordinator, or any successor entity(ies) inadvertent interchange policies and procedures.

10. LICENSE(S):

10.1 LICENSE TO WAPA: Interconnection Customer hereby grants a license to authorized agents and employees of WAPA to enter the right(s)-of-way or substation(s) of Interconnection Customer for the purpose of performing work pursuant to the terms of this Contract, provided proper advance arrangements are made with Interconnection Customer. All operation of equipment by WAPA under this license shall be coordinated with and approved by Interconnection Customer's Authorized Representative, so as to eliminate or minimize any interference with the operation of Interconnection Customer's facilities.

10.2 LICENSE TO INTERCONNECTION CUSTOMER: WAPA hereby grants a license to authorized agents and employees of Interconnection Customer to enter the right(s)-of-way or substation(s) of WAPA for the purpose of performing work pursuant to the terms of this Contract, provided proper advance arrangements are made with WAPA. All operation of equipment by Interconnection Customer, under this license, shall be coordinated with and approved by WAPA's Authorized Representative, so as to eliminate or minimize any interference with the operation of WAPA's facilities.

11. REMOVAL OF FACILITIES:

11.1 Any removal of Interconnection Customer's equipment installed in WAPA's facilities shall be performed at Interconnection Customer's expense and only upon the written approval of WAPA. WAPA's facilities and sites shall be restored to a functional reconfigured condition as approved by WAPA in the event that this Contract is terminated or Interconnection Customer no longer needs such equipment.

11.2 Any Interconnection Customer's equipment that has become an integral part of WAPA's facilities, in WAPA's sole determination, may be retained in place by WAPA at no cost or expense to WAPA in the event that this Contract is terminated or Interconnection Customer no longer needs such equipment. Integral equipment is that which cannot be removed without damage to WAPA's facilities, or without causing unacceptable reliability impacts.

12. SEVERABILITY: If any provision of this Contract is determined to be invalid, void, or unenforceable by any court or other governmental authority having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement, or covenant of this Contract.

13. EXHIBITS MADE PART OF THE CONTRACT: Exhibits A and B, attached hereto, are made part of this Contract and each shall be in force and effect in accordance with its respective terms.

14. CONSEQUENTIAL DAMAGES: No Party shall be liable under this Contract, whether for breach of contract or otherwise, to any other Party for any special, consequential, or indirect damages of any kind, including but not limited to, any loss of revenue or loss of profits, and/or monetary sanctions and costs associated with compliance of non-monetary sanctions imposed by FERC, NERC, Regional Entity or their successors or assigns.

15. WAPA'S AND INTERCONNECTION CUSTOMER'S OBLIGATIONS UNDER THE SPP TARIFF: WAPA and Interconnection Customer recognize that as long as SPP administers transmission service over certain of WAPA-UGP's transmission facilities and is responsible for certain interconnections to WAPA-UGP's transmission facilities, certain actions specified in this Contract may involve SPP and the SPP Tariff. The Parties agree to the extent that WAPA-UGP has transferred any of its transmission facilities identified in the Contract to the Functional Control of SPP, including any portion of WAPA-UGP's transmission system interconnecting with the Interconnection Customer, SPP shall have Functional Control over such interconnecting transmission facilities. The Parties further recognize that nothing in this Contract or in the operating procedures shall modify any rights that SPP may have over transmission or over interconnections or modify any obligations that WAPA-UGP may have under the SPP Tariff.

16. FILING RIGHTS: This Contract shall be subject to any applicable FERC jurisdictional approval. Nothing contained herein shall be construed as affecting in any way any Party's rights under Sections 205 and 206 of the Federal Power Act and pursuant to FERC's Rules and Regulations promulgated thereunder.

17. THIS SECTION IS INTENTIONALLY LEFT BLANK

18. GENERAL INTERCONNECTION CONTRACT PROVISIONS: The General Interconnection Contract Provisions (GICP), effective September 26, 2013, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein. In the event these GICP differ from the requirements of this Contract, specific terms set forth in the Contract shall prevail.

19. SPP LIMITATION ON LIABILITY: Nothing in this Contract shall be construed to create or give rise to any contractual cause of action against, or any liability on the part of SPP, unless specifically noted herein.

20. EFFECT OF SPP SIGNATURE AND FILING THIS CONTRACT: FERC requires SPP to be a signatory to all Contracts related to facilities under SPP's Functional Control. By executing this Contract, SPP does not agree to the provisions that do not affect or involve SPP's role as a FERC-approved RTO. The Parties acknowledge and understand that the signature of the authorized officer of SPP on this Contract is for the limited purpose of acknowledging that (1) an officer of SPP has read the terms of this

Contract; and (2) SPP is aware of the provisions of this Contract which may affect or involve SPP's role as a FERC-approved RTO. The Parties and SPP further state that they understand that FERC desires that the Parties keep SPP fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Contract, and that the signature of the officer of SPP shall not in any way be deemed to imply that SPP is taking responsibility for the actions of WAPA and/or Interconnection Customer, that SPP has any affirmative duties under this Contract, unless specifically noted herein, or that SPP is liable in any way under this Contract, unless specifically noted herein. The Parties understand that WAPA-UGP has transferred Functional Control of certain of its transmission facilities, which may also include WAPA-UGP's interconnection facilities with Interconnection Customer. Any future amendments of this Contract are therefore subject to the approval of both Parties and SPP.

21. USE OF DIGITAL SIGNATURES: The Parties and SPP agree that this Contract may be signed and executed by digital signature in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

22. EXECUTION IN COUNTERPARTS: This Contract may be executed in any number of counterparts, and upon execution and delivery by each Party, and SPP, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if both Parties, and SPP had signed the same instrument. Any signature page of this Contract may be detached by any counterpart of this Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day
and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Operations

for Upper Great Plains Region

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

CITY OF BERESFORD, SOUTH DAKOTA

By _____

Title _____

Attest:

By _____

Address 101 North Third Street

Title _____

Beresford, SD 57004-1741

(SEAL)

SOUTHWEST POWER POOL, INC.

By _____

Title _____

Attest:

By _____

Address 201 Worthen Drive

Title _____

Little Rock, AR 72223

EXHIBIT A
(Points of Interconnection, Tie Line(s), and
Facilities, Ownership, and Responsibilities)

1. This Exhibit A made on _____, under and as a part of Contract No. 14-UGPR-2022.1, dated, _____, hereinafter called the Contract, shall become effective on the effective date of the Contract, and shall remain in effect until superseded by another Exhibit A or termination of the Contract.

2. SUMMARY OF POINTS OF INTERCONNECTION: The Points of Interconnection, as provided for in the Contract, shall be the points at which the equipment of Interconnection Customer are attached to the equipment of WAPA at the following locations and voltages:

<u>Point(s) of Interconnection</u>	<u>Location</u>	<u>Voltage</u>
Beresford 115-kV	WAPA's Beresford Substation	115,000

3. SUMMARY OF TIE LINE(S): None.

4. SPECIAL FACILITIES OR ARRANGEMENTS: Interconnection Customer hereby grants WAPA a license to use, without charge to WAPA, Interconnection Customer's facilities herein, in delivering electric energy of WAPA to customers of WAPA or wheeling agents of WAPA.

5. FACILITIES, OWNERSHIP, AND RESPONSIBILITIES: Description of facilities, ownership, and responsibilities of the Parties for the Interconnection(s) listed in Section 2 of this Exhibit are as described below.

5.1 Beresford 115-kV Points of Interconnection:

5.1.1 Location: The two Beresford 115-kV Points of Interconnection are located at the points at which the 115-kV facilities of Interconnection Customer are attached to the 115-kV facilities of WAPA on the bus near Disconnect Switches 663 and 665, and at the take-off structure near Circuit Breaker 162 in WAPA's Beresford Substation, near Beresford, South Dakota.

5.1.2 Description of Facilities, Ownership, and Responsibilities:

5.1.2.1 Interconnection Customer, at its own expense, shall own, maintain, and replace Interconnection Customer's two 115-kV transmission lines to the Beresford 115-kV Points of Interconnection.

5.1.2.2 Interconnection Customer, at its own expense, shall own and have maintenance and replacement responsibilities for the facilities and equipment necessary to provide for Interconnection Customer's first 115-kV Point of Interconnection near Disconnect Switches 663 and 665 in WAPA's Beresford Substation. Said facilities include, but are not limited to: one 115-kV gas circuit breaker (662), one 115-kV disconnect switch with ground blade (661/660), two 115-kV disconnect switches (663, 665), one coupling capacitor voltage transformer (CCVT) (VY6A1), take-off structure, and foundations. WAPA, at Interconnection Customer's expense, shall perform maintenance on the above facilities and equipment.

5.1.2.3 WAPA shall own, and Interconnection Customer, at its own expense, shall have maintenance and replacement responsibilities for the facilities and equipment necessary to provide for Interconnection Customer's second 115-kV Point of Interconnection near Circuit Breaker 162 in WAPA's Beresford Substation. Said facilities include, but are not limited to: one 115-kV gas circuit breaker (162), one 115-kV disconnect switch with ground blade (161/160), two 115-kV disconnect switches (163, 165), one CCVT (VY1A1), take-off structure, and foundations. WAPA, at Interconnection Customer's expense, shall perform maintenance on the above facilities and equipment.

5.1.2.4 Metering: WAPA, at Interconnection Customer's expense, shall own, maintain, and replace the revenue meters at Interconnection Customer's West Substation and Interconnection Customer's East Substation for the Beresford 115-kV Points of Interconnection. One revenue metering point is located in Interconnection Customer's West Substation approximately 2.46 miles from WAPA's Beresford Substation and the other revenue metering point is located in Interconnection Customer's East Substation approximately 3.58 miles from WAPA's Beresford Substation. Interconnection Customer, at its own expense, shall own, maintain, and replace all other revenue meter equipment at Interconnection Customer's West Substation and East Substation for the Beresford 115-kV Points of Interconnection, including the instrument transformers.

5.1.2.5 Operations: WAPA has Operational Jurisdiction of all the facilities located within WAPA's Beresford Substation. WAPA owns the RTU and has supervisory control over all the facilities in WAPA's Beresford Substation.

EXHIBIT B
 (Authorized Representatives and Notices)

1. This Exhibit B made on _____, under and as a part of Contract No. 14-UGPR-2022, dated _____, hereinafter called the Contract, shall become effective on the effective date of the Contract, and shall remain in effect until superseded by another Exhibit B or termination of the Contract.

2. **AUTHORIZED REPRESENTATIVES OF THE PARTIES:** Pursuant to Section 18 of the GICP, the following table contains the Authorized Representatives who are authorized to act on behalf of WAPA, the Interconnection Customer, and SPP with respect to those matters contained in the Contract which are the functions and responsibilities of the Authorized Representatives of the Parties. Each Party may change the designation of its Authorized Representative(s) upon oral notice given to the other, confirmed promptly by written notice.

<u>Interconnection Customer</u>	<u>WAPA</u>	<u>SPP</u>
For Contract Management Jerry Zeimetz City Administrator City of Beresford 101 N 3 RD St. Beresford S.D. 57004 Phone: (605) 763-4417 (Office) (605) 763-2008 (City Hall) (605) 763-2329 (Fax) E-mail: jerry@beresfordsd.com	For Contract Management Nancy Senitte Contracts and Energy Services Manager Phone: (406) 255-2930 Email: senitte@wapa.gov	For Contract Management Tessie Kentner Managing Attorney Phone: (501) 688-1782 Email: tkentner@spp.org

Exhibit B
 Contract No. 14-UGPR-2022.1
 City of Beresford, South Dakota
 Southwest Power Pool, Inc.

For Real Time Operations*	For Real Time Operations*	For Real Time Operations
For Outage Coordination Mike Antonson Electric Superintendent Phone: (605) 763-5501 (Office) (605) 670-3168 (Cell) (605) 763-2008 (City Hall) (605) 763-5502 (Fax) E-mail: electric@beresfordsd.com	For Outage Coordination Seth Bury (North) Power Operations Specialist Phone: (605) 882-7512 Email: bury@wapa.gov Travis Everson (South) Power Operations Specialist Phone: (605) 882-7504 Email: everson@wapa.gov	For Outage Coordination OutageCoordination@spp.org
For Billing Elaine Johnson Phone: (605) 763-4411 (Office) (605) 763-2008 (City Hall) (605) 763-2329 (Fax) E-mail: elaine@beresfordsd.com	For Billing Rebecca Noeldner Public Utilities Specialist Phone: (605) 882-7590 Email: noeldner@wapa.gov	For Outage Coordination

*The Parties will exchange phone numbers for their respective System Control Centers on a confidential basis.

Exhibit B
Contract No. 14-UGPR-2022.1
City of Beresford, South Dakota
Southwest Power Pool, Inc.

3. NOTICES: Pursuant to Section 19 (Notices) of the GICP, the following table contains the address where official Notices are to be sent, with respect to those matters contained in the Contract.

To: Interconnection Customer	To: WAPA	To: SPP
<p>Jerry Zeimetz City Administrator City of Beresford 101 N 3RD St. Beresford S.D. 57004 Phone: (605) 763-4417 (Office) (605) 763-2008 (City Hall) (605) 763-2329 (Fax)</p> <p>E-mail: jerry@beresfordsd.com</p>	<p>Gayle Nansel Vice President of Operations for Upper Great Plains Region Western Area Power Administration P.O. Box 35800 Billings, MT 59107-5800 Phone: (605) 882-7500 Email: nansel@wapa.gov</p>	<p>Tessie Kentner Managing Attorney</p> <p>Southwest Power Pool 201 Worthen Drive Little Rock, AR 72223-4936 Phone: (501) 688-1782 Email: tkentner@spp.org</p>

EXHIBIT A
(Consolidated Facility Arrangements)

1. This Exhibit A made on _____, under and as a part of Contract No. 14-UGPR-3022, dated July 29, 2015, hereinafter called the Contract, shall become effective on the date of execution. Upon such effective date, this Exhibit A shall terminate and supersede Exhibit A dated July 29, 2015, and shall remain in effect until superseded by another Exhibit A or termination of the Contract.

2. MAINTENANCE, REPLACEMENT, OR MODIFICATION OF FACILITIES: Western, pursuant to Section 6 of the Contract, shall perform Recurring MRM on facilities at the locations identified below and as specified for each location. Facilities below may be subject to mandatory and enforceable reliability standards, as may be amended or revised, under FERC, NERC, Regional Entity, Reliability Coordinator, or any successor entity(ies) assuming or charged with similar responsibilities. Unless otherwise specified below, Beresford is responsible for 100 percent of the costs of any MRM performed hereunder.

2.1 Beresford 115-kV Points of Interconnection:

2.1.1 Location: The two Beresford 115-kV Points of Interconnection are located at the points at which the 115-kV facilities of Beresford are attached to the 115-kV facilities of Western on the bus near Disconnect Switches 663 and 665, and at the take-off structure near Circuit Breaker 162 in Western's Beresford Substation, near Beresford, South Dakota.

2.1.2 Description of Facilities, Ownership, and Responsibilities:

2.1.2.1 Beresford, at its own expense, shall own and perform MRM on Beresford's two 115-kV transmission lines to the Beresford 115-kV Points of Interconnection.

2.1.2.2 Beresford, at its own expense, shall own and have MRM responsibility for the facilities and equipment necessary to provide for Beresford's first 115-kV Point of Interconnection near Disconnect Switches 663 and 665 in WAPA's Beresford Substation. Said facilities include, but are not limited to: one 115-kV gas circuit breaker (662), one 115-kV disconnect switch with ground blade (661/660), two 115-kV disconnect switches (663, 665), one coupling capacitor voltage transformer (CCVT) (VY6A1), take-off structure, and foundations. Western, at Beresford's expense, shall perform Recurring MRM on the above facilities and equipment.

2.1.2.3 Western, shall own, and Beresford, at its own expense shall have MRM responsibility for the facilities and equipment necessary to provide for Beresford's second 115-kV Point of Interconnection near Circuit Breaker 162 in Western's Beresford Substation. Said facilities include, but are not limited to: one 115-kV gas circuit breaker

(162), one 115-kV disconnect switch with ground blade (161/160), two 115-kV disconnect switches (163, 165), one CCVT (VY1A1), take-off structure, and foundations. Western, at Beresford's expense, shall perform Recurring MRM on the above facilities and equipment.

2.1.2.4 Metering: Western, at Beresford's expense, shall own and perform Recurring MRM on the revenue meters at Beresford's West Substation and East Substation for the Beresford 115-kV Points of Interconnection. One revenue metering point is located in Beresford's West Substation approximately 2.46 miles from Western's Beresford Substation and the other revenue metering point is located in Beresford's East Substation approximately 3.58 miles from Western's Beresford Substation. Beresford, at its own expense, shall own and perform MRM all other revenue meter equipment at Beresford's West Substation and Beresford East Substation for the Beresford 115-kV Points of Interconnection including the instrument transformers.

2.1.3 Recurring MRM Performed by Western:

2.1.3.1 Recurring MRM performed by Western, at Beresford's expense, shall consist of: two 115-kV gas circuit breaker (162, 662), two 115-kV disconnect switches with ground blades (661/660, 161/160), four 115-kV disconnect switches (163, 165, 663, 665), two CCVTs (VY1A1, VY6A1), and two revenue meters, one in Beresford's West Substation and one in East Substation.

2.1.3.2 The annual charge to Beresford for Recurring MRM shall be \$4,000, which includes the following: \$3,000 for two 115-kV gas circuit breaker (162, 662), two 115-kV disconnect switches with ground blades (661/660, 161/160), four 115-kV disconnect switches (163, 165, 663, 665), two CCVTs (VY1A1, VY6A) and \$1000 for two revenue meters. Charges for other MRM will be as agreed to by the Parties.

3. SUMMARY OF ANNUAL CHARGES FOR RECURRING MRM OF FACILITIES FOR BERESFORD BY WESTERN:

Location (Owner of Substation)	MRM Cost Responsibility Beresford (%)	Annual Advance For Recurring MRM (\$)
Beresford 115-kV (Western)	100	\$3,000
West 115-KV (Beresford)	100	\$500
East 115-KV (Beresford)	100	\$500
TOTAL		\$4,000

CERTIFICATE

I, _____, certify that I am the _____ of Southwest Power Pool, Inc., the nonprofit corporation named as SPP herein; that _____, who signed the above contract on behalf of SPP, was then its _____; that such contract was duly signed for and on behalf of SPP by authority of its governing body and is within the scope of its corporate powers.

Signature

(SEAL)