BERESFORD CITY COUNCIL REGULAR MEETING AGENDA Tuesday, June 18, 2024, 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 – June 3, 2024

[5] – Visitors to be heard.

- Melissa Eggen request to provide adult swim time at pool
- > Steve Watson Development Strategist for ISG

[6] - Committee/Mayor Report

[7]- Department Head and City Administrator Reports

- ➤ Elaine Johnson Finance Officer
 - o May 2024 financial report

[8] - Old Business

[9] – New Business

- Review bids and approval for Parks and Golf Shop Building
- Pool policy on opening and closing due to weather, limited number of patrons, temp, water quality, etc.
- > Request from American Tower to review lease agreement
- > Request to open Gun Club Road to traffic
- Seasonal hire for Bridges Clubhouse

[10] - Discussion & Information Items

Community Fireworks Display to be held on July 4

[11] - Approval of Travel Requests

Finance Officer Workshop – Sioux Falls, July 17, Johnson, Zeimetz

[12] – Payment of Bills

[13] - Executive Session Pursuant to SDCL1-25-2 (3) Legal

[14] – Adjournment

Welcome to your City Council Meeting

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

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

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

Topic: Beresford City Council Meeting Time: June 18, 2024, 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/8410157004?pwd=K0xERjZtbmw4Z3A2anVoT3JjbjFpdz09&omn=87980679574

Meeting ID: 84 101 57004

Passcode: Beresford

Dial by your location

+1-253-205-0468 US

BERESFORD CITY COUNCIL Monday, June 3, 2024

The Beresford City Council met in regular session in City Council Chambers at 7:00 p.m. The pledge of allegiance was recited.

<u>Members Present</u>: Mayor Eli Seeley presiding, Sarah Antonson, Pat Bickett, Will Roelke, Larry Rohrer, Art Schott, Mike Tiedeman

Also Present: Elaine Johnson, Finance Officer; Jerry Zeimetz, City Administrator; Austin Felts, City Attorney

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

<u>Approve Minutes</u>: A motion to approve the minutes of the May 20, 2024, meeting was made by Tiedeman, second by Rohrer. All present Council members voted aye; motion carried.

<u>Visitors to be Heard</u>: Members of the Atwood and Bak families were present for the presentation of a certificate of appreciation to Andrew Atwood. Andrew received 1st place in Class A Boys 1600 Meter Run at the SD State Track Meet with a time of 4:19.74.

Department Head & City Administrator Reports:

Elaine Johnson – Finance Officer

- Financial Reports: Johnson highlighted some receipts and expenses that occurred during April. After brief discussion, Schott made a motion, seconded by Bickett, to approve the April, 2024 financial reports. All present Council members voted aye; motion carried.
- Safety Benefits, Inc. Loss Control Survey: Johnson informed Council of the recent inspection by Matt Petersen, Loss Control Representative for the SDML worker's compensation fund. Following the on-site safety review, he had no recommendations and stated he was impressed by the cleanliness and organization of many departments. This positive review results in a credit on worker's compensation costs.

Old Business:

- New Ballfield Walkthrough Update: City Administrator Zeimetz gave an overview of the recent walkthrough at the new Grace V. Nelson ballfields. A few minor issues have been identified and will be addressed.
- Bridges Clubhouse/Event Center: Plans for the covered patio addition at the Bridges Clubhouse were reviewed. The committee will meet with the contractor to finalize plans and bids will be let soon after. Construction will tentatively start in the fall.

New Business:

 Resolution 2024-11: Zeimetz explained the purpose of the resolution is to authorize application for a grant to finance infrastructure for the 7th Street project. Following discussion, a motion was made by Schott, second by Roelke, to approve Resolution 2024-11, Resolution of Commitment for the SDDOT Community Access Grant Application. All present Council members voted aye; motion carried.

RESOLUTION 2024-11

CITY OF BERESFORD, SOUTH DAKOTA

RESOLUTION OF COMMITMENT FOR THE SDDOT COMMUNITY ACCESS GRANT APPLICATION

WHEREAS, the City of Beresford is desirous of requesting assistance from the South Dakota Department of Transportation Community Access Grant Program for the purpose of completing the 7th Street project; and

WHEREAS, the City of Beresford does hereby commit to the continued maintenance of the project; and

Omni-Pro Software, program, \$2710.40; Overdrive, books, \$1093.79; Painter Joe's, paint, \$11,479.61; Performance Foodservice, food, \$3693.09; Quadient, postage, \$3000.00; Gary Roan, bldg. inspector, \$1127.88; SD Dept. of Env., water fee, \$600.00; SD Epath, E911 surcharge, \$426.25; SD Dept. of Revenue, sales tax, \$31,155.11; SD Public Health Lab, water/sewer labs, \$712.00; SD Secretary of State, notary, \$30.00; Siteworks, WWTF SAGR system, \$112,575.80; Lenora Smith, refund, \$79.23; Southeastern Elec., electricity, \$405.33; Southern Glazer's of SD, liquor, \$301.45; Jessica Stenen, refund, \$61.33; Sturdevant's, parts, \$18.78; T-Time Golf, golf merch., \$300.95;

The Tessman Co., mulch, \$1275.00; The Penworthy Co., books, \$565.13; Transource, filters, \$1411.89; Tri-State Ready Mix, concrete, \$675.00; UPS, shipping, \$131.60; US Bank Nat'l Assn., CW/DW SRF Loan, \$27,792.93; Wholesale Supply Co., supplies, \$677.40.

May 2024 Payroll Totals:

Finance \$9367.20; Gov't Bldg. \$269.97; Police \$43,473.02; Street \$20,663.19; Parks \$9519.41; Water \$13,223.71; Electric \$43,059.39; Sewer \$12,780.60; Telephone \$50,948.64; Rubble/Recycling \$3439.09; Library \$16,520.93; Swimming Pool \$209.16; City Admin \$13,286.40; Golf Course \$12,221.40; Clubhouse \$19,945.24; Event Center \$739.38.

Adjournment: Having no further business, Mayor Seeley adjourned the meeting at 7:41 p.m.

Elaine Johnson, Finance Officer Recorded by Kathy Stuessi

About Y

Business Units V Services



Steve Watson

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Cell:

605.274.1779

From site selection to maximizing the economic impact of a project, Steve's insight and personal touch make him a valuable strategist to have on your team.

As an economic development practitioner, Steve works with business and community leaders across the Upper Midwest to conceptualize and implement projects that improve the economic and social vitality of their communities. Steve is a visionary, strategic thinker with over 19 years of experience who leverages ISG's innovative architecture and engineering solutions to build consensus between stakeholder groups ultimately facilitating impactful projects spanning from economic development planning and new housing developments, to complex downtown mixed-use projects.

Steve's passion for his work is infectious and creates lasting impressions with clients.

CliftonStrengths

City of Beresford

Budget to Actual - Income Statement Comparison (without Transfers)

MAY 2024

, 4:3cm	283,353.11	(391,112.47)	•	9,852.42	439,871.54	(42,922.25)	276,599.06	15,697.35	756.37		443,599.34	1,143,453.83	(107,759.36)	1,035,694.47
	(1,88,618.54) \$ (5,2056.33) (5,2056.33) (7,766.91) (101,490.25) (72,765.81) (16,707.50) 173,132.66 (400,420.08) (77,580.34) (605,621.73) (605,621.73) (605,621.73) (13,470.50) (15,282.47) (8,987.72)	50,648.91 \$	₹ \$	(552,778.50) \$	(2,723,080.58) \$	67,621.11 \$	(1,272,359.83) \$	(122,865.06) \$	(243,561.16) \$	(319,402.36) (513,374.95) (48,374.82)	(881,152.13) \$	(5,728,176.15) \$	(1,832,969.63) \$	(7,561,145.78) \$
ar(Under) Budı	(1,600,265.43) \$ ((1,600,265.43) \$ ((26,166.00)	(340,463.56) \$	v s	(542,926.08) \$	(2,283,209.04) \$	24,698.86 \$	\$ (77.092,766)	(107,167.71) \$	(242,804.79) \$	(381,908.72) \$ \$ \$ (55,644.07) \$	_	(4,584,722.32) \$	(1,940,728.99) \$	(6,525,451.31) \$
c	v.	⋄	⋄	❖	\$	₩	ℴ	₩	❖	w w	w	↔	₩	⋄
	(185,703.00)	71,646.00	ı	(75,398.00)	(13,247.00)	48,817.00	62,353.00	25.00	3,075.00		(500,250.00)	(474,625.00)	(113,400.00)	(588,025.00)
;et	3,280,2821.00 \$ 7,2911.00 12,306.00 168,356.00 168,356.00 169,009.00 29,271.00 662,151.00 985,743.00 385,743.00 174,703.00 69,500.00 481,546.00 174,703.00 69,500.00 323,404.00 10,945.00 10,945.00	618,354.00 \$	⋄	\$ 00:238:00 \$	4,278,977.00 \$	315,203.00 \$	1,757,672.00 \$	216,975.00 \$	403,200.00 \$	453,518.00 673,985.00 79.642.00	1,207,145.00 \$	9,084,470.00 \$	3,899,175.00 \$	12,983,645.00 \$
et	3,095,775.00 \$	\$ 00.000,069	₹ \$	\$ 00.006,628	4,265,730.00 \$	364,020.00 \$	1,820,025.00 \$	217,000.00 \$	406,275.00 \$	\$ 626,895.00 \$ \$ \$ 80.000.00 \$		8,609,845.00 \$	3,785,775.00 \$	12,395,620.00 \$
202	<u>√</u>	↔	₩	₩	₩	v	⋄	∽	∽	ም ላ	\$	↔	₩	₩
	98,307.11	(319,466.47)	•	(65,545.58)	426,624.54	5,894.75	338,952.06	15,722.35	3,831.37		(56,650.66)	668,828.83	(221,159.36)	447,669.47
2024 - Actual	46 \$ \$	669,002.91 \$	⋄	352,519.50 \$	1,555,896.42 \$	382,824.11 \$	485,312.17 \$	94,109.94 \$	159,638.84. \$	134,115.64 160,610.05 31.267.18	325,992.87 \$	3,356,293.85 \$	2,066,205.37 \$	5,422,499.22 \$ 41.76%
2024 - Actual 2	\$ 22	349,536.44 \$	⋄	286,973.92 \$	1,982,520.96 \$	388,718.86 \$	824,264.23 \$	\$ 62.283601	163,470.21 \$	244,986.28 \$ \$ 24.355.93 \$		4,025,122.68 \$	1,845,046.01 \$	5,870,168.69 \$ 47.36%
200		⋄	❖	₩	₩	₩	₩	⋄	∽	\$ 384 2/385 \$		₩	₩	❖
	General Fund General Fund Council Mayor City Administrator Finance Office City Attny Gov't Bldg Police Fire Street Mosquito Park Poly Poly Poly Poly Poly Poly Poly Poly	Debt Serv/201&301	Liquor - 601	Water - 602	Electric - 603	Sewer - 604	Telephone - 611	Solid Waste - 612	Cablevision - 615	Bridges at Beresford Golf Course 640-4510 Club House 640-4511/384 Event Center 640-4512/385		Enterprise Totals	General Fund Total	Overall Totals

CITY OF BERESFORD STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES FOR PERIOD ENDING MAY 2024

				Ent	Enterprise Funds						
	General/ Gov't Fund	Liquor Fund	Water Fund	Electric Fund	Sewer Fund T	Telephone Fund Garbage Fund	iarbage Fund	Golf Course	Cablevision	Total	aĺ
Revenues 310 Taxes 320 Licenses and Permits 330 Intergovernmental Revenue 340/370/380 Charges for Good and Services 350 Fines and Forfeits 360 Miscellaneous Revenue	\$ 1,149,908.74 32,304.50 60,512.29 21,302.56 64.50 553,960.31	•	286,042.17	1,916,537.20	387,256.50	776,624.58	108,759.03	268,451.51	156,965.60 6,121.41	\$ 1,149 \$ 32 \$ 60 \$ 3,921 \$ \$	1,149,908.74 32,304.50 60,512.29 3,921,939.15 64.50
Total Revenues	1,818,052.90		286,042.17	1,916,537.20	387,256.50	776,624.58	108,759.03	268,451.51	163,087.01		5,724,810.90
Expenditures 410 Mayor/ Council/ Atty/ City Admin/ FO 420 Police and Fire 430 Street 440 Mosquito 452/453 Parks/Pool 454 Subsidies 455 Library 460 Planning & Zoning 470 Debt Service 410 Employee Expense	400,998.86 275,326.58 380,121.27 - 121,647.44 56,029.50 161,121.53 1,957.28		69,674.59	202,624.34	. 68,002.99	258,821.01	9,547.29	101,129.75	151,312.45	04 C C C C C C C C C C C C C C C C C C C	400,998.86 275,326.58 380,121.27 121,647.44 56,029.50 161,121.53 1,957.28 72,883.78 861,112.42
420 Other Current Expenses 4262 Materials (COS)	547,751.43	1 1	267,862.19 3,442.74	79,760.49 1,215,370.97	295,694.54 1,439.92	208,953.53 17,537.63	83,217.08 1,345.57	142,743.50 82,119.62	2,156.25 6,170.14		1,628,139.01 1,327,426.59
Total Expenditures	2,017,837.67		340,979.52	1,497,755.80	365,137.45	485,312.17	94,109.94	325,992.87	159,638.84	l	5,286,764.26
Excess of Revenue Over Expenditures Other Financing Sources (Uses):	(199,784.77)	1	(54,937.35)	418,781.40	22,119.05	291,312.41	14,649.09	(57,541.36)	3,448.17	\$	438,046.64
Investment Earnings Interest Expense	26,993.11 (48,367.70)	ı	931.75 (11,539.98)	65,983.76 (58,140.62)	1,462.36 (17,686.66)	47,639.65	1,073.26	890.70	383.20		145,357.79 (135,734.96)
Debt Paydown Transfers In (Out) Long-term Debt Issued Sale of Fixed Assets	1 1 1 1	1 1	1		ı	1	ŧ	1	• 1	ሉ ቊ ቊ	1 1 1 1
Total Other Financing Sources (Uses)	(21,374.59)		(10,608.23)	7,843.14	(16,224.30)	47,639.65	1,073.26	890.70	383,20	\$	9,622.83
Net Position/Change in Fund Balance	(221,159.36)	ı	(65,545.58)	426,624.54	5,894.75	338,952.06	15,722.35	(56,650.66)	3,831.37	\$	447,669.47
Net Cash Inflow(Outflow) BEFORE Transfers	(221,159.36)		(65,545.58)	426,624.54	5,894.75	5,894.75 338,952.06	15,722.35	(56,650.66)	3,831.37		447,669.47

CITY OF BERESFORD STATEMENT OF NET POSITION AS OF MAY 2024

					Enterprise Funds						1
	General/ Gov't Fund	Liquor Fund	Water Fund	Electric Fund	Sewer Fund	Telephone Fund	Garbage Fund	Golf Course	Cablevision		Total
ASSETS:											-
Current Asserts 100 Cash Equivalents	\$ 1,187,512.43	· •	\$ 69,650.46	\$ 405,907.43 \$	159,669.98	\$ 864,213.58	\$ 231,359.89	\$ (44,394.54)	(44,394.54) \$ 173,945.03	·Λ	3,047,864.26
110 (axes Receivable - Demiquent 115 Accounts Receivable, Net	7,175.00	1	47,131.23	417,905.84	36,507.65	223,447.23	23,455.25		(4,205.89)	ሉ ‹ ›	751,416.31
128 Notes Receivable	183,070.19									\$	183,070.19
131 Due from Golf Course/Community Center	- 200 000					ı				₩	
141 Inventory of Supplies	88,408.55		58,103.34	1,180,890.15	20.044.58	43,279.92		14,142.66	55,838.25	ን ‹›	1,460,707.45
142 Inventory of Resale Items		•	•		•			•		⋄	
151 Investments-SDFIT	1,060,150.70		35,889.14	3,178,630.20	57,261.07	2,233,321.76	27,920.57	43,300.17		۰ ۸۰	6,636,473.61
151 Investments-CDs	2000		1000	77	0	, 17.	1	0000		ss t	- 00000
Tobald Expenses	35,172.68	7	6,325.72	19,716.38	77.656,7	11,517.81	713.75	6,503.28	00 110	v	62,639.34
lotal Current Assets	2,981,447.47		217,099.89	5,203,050.00	276,443.00	3,375,780.30	283,449.46	19,551.57	65.115,522		12,582,399.08
Noncurrent Assets:											
107.1 Restricted Cash and Cash Equivalents	397,982.24			512,964.08		89,490.00				\$	1,000,436.32
154 Deposits				14,057.74		9,925.79				↔	23,983.53
157 Unamortized Discounts on Bonds Sold				ŧ						ب	ı
Capital Assets: (not including govt'l funds)											
160 Land	577,044.92	•	30,738.42	22,249.94	19,000.00	15,300.00	62,930.82	301,267.92		❖	1,028,532.02
162 Buildings	3,344,126.50	1	1,069,484.25	218,654.18		322,853.54	65,344.70	1,522,624.34		↔	6,543,087.51
164 Improvements Other Than Buildings	7,321,476.45		4,778,609.86	13,627,815.15	4,871,411.38		51,194.78	1,757,972.50	585,265.85	⋄	32,993,745.97
166 Machinery and Equipment	2,631,141.93	1	81,069.33	1,453,396.34	171,674.75	10,350,740.85	46,623.15	303,228.97	328,486.34	\$	15,366,361.66
168 Construction in Progress	104,875.00			0.45		(0.11)				\$	104,875.34
Less: Accumulated Depreciation	(6,675,888.33)		(2,616,765.28)	(5,807,689.87)	(1,805,560.40)	(5,148,265.99)	(117,420.74)	(1,364,635.85)	(900,397.85)	⋄	(24,436,624.31)
190 Intangible Assets			1,803,174.00					35,864.53		\$	1,839,038.53
Less: Accumulated Amortization			(468,824.76)					(35,865.27)		ς,	(504,690.03)
Total Noncurrent Assets	7,700,758.71	4	4,677,485.82	10,041,448.01	3,256,525.73	5,640,044.08	108,672.71	2,520,457.14	13,354.34	To the state of th	33,958,746.54
TOTAL ASSETS	10,682,206.18	ī	4,894,585.71	15,244,498.01	3,532,968.73	9,015,824.38	392,122.17	2,540,008.71	238,931.73		46,541,145.62

					Enterprise Funds						
	General/ Gov't Fund	Liquor Fund	Water Fund	Electric Fund	Sewer Fund	Telephone Fund	Garbage Fund	Golf Course	Cablevision		Total
LIABILITIES AND FUND BALANCES:											
Current Liabilities: 206 Accounts Payable	7,175.00	ı	•	23,829.01	ı	(670.23)	8,184.05	828.28	30,673.92	⋄ ,	70,020.03
208 Due to General Fund 217 Payroll Related Liabilities	(2,359.40)	ı	205.50	167.48	2,243.09	2,243.24	1	2,886.97	•	· •• ••	5,386.88 24,070.00
224 Deferred Revenue 225 Current Portion of IT Debt	10,602.23		145,105.80	275,000.00	33,369.98		ŧ	(0.42)		w w	10,602.23 453,475.36
Total Current Liabiliites	15,417.83	*	145,311.30	312,406.49	35,613.07	12,233.01	8,184.05	3,714.83	30,673.92		563,554.50
Noncurrent Liabilities: (not including govt'l funds) 231/237 Bonds Payable & Other LT Debt			1,000,270.94	6,140,000.00	1,041,778.53			- 600 01		ν. ν	8,182,049.47
233 Accrued Leave Payable Total Noncurrent Liabiliites			16,846.85	34,735.01 6,174,735.01	23,352.62 1,065,131.15	42,030.82		10,837.41		}	8,309,852.18
Fund Balances: 253.10 Net Investment in Capital Assets	7,302,776.47	•	3,488,638.30	1,367,715.46	2,299,962.45	3,935,663.86	116,011.44	2,654,167.69	39,972.75	₩.	21,204,908.42
263 Nonspendable-General Fund Only 264 Restricted	726,691.40			511,653.08						ዏ ዏ	726,691.40 1,859,962.64
267 Unassigned/Unrestricted	1,510,170.28		309,063.90	6,451,363.43	126,367.31	4,686,944.63	252,204.33	(72,060.56) (56,650.66)	164,453.69 3,831.37	_የ	13,428,507.01 447,669.47
Cullell, Teal Net Income (Loss) Total Fund Balances/Net Position	10,666,788.35		3,732,156.62	8,757,356.51	2,432,224.51	8,961,560.55	383,938.12	2,525,456.47	208,257.81		37,667,738.94
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 10,682,206.18	ر د	\$ 4,894,585.71	,585.71 \$ 15,244,498.01	\$ 3,532,968.73 \$	\$ 9,015,824.38 \$		392,122.17 \$ 2,540,008.71 \$ 238,931.73	\$ 238,931.73	W	46,541,145.62

BANK CASH REPORT

FUND (BANK NAME GL NAME	APRIL CASH BALANCE	MAY RECEIPTS	MAY DISBURSMENTS	MAY CASH BALANCE	OUTSTANDING TRANSACTIONS	MAY BANK BALANCE
	FIRST DAKOTA BANK						
	FIRST DAKOTA BANK						785,274.31 2,233,617.22
101 101 201 211 301 302 303 304 305	FIRST DAKOTA -SWEEP BANK General Checking Account Bad Check Account Second Penny Gross Receipts Tax Debt Svc-Clubhouse/Event Cntr Debt Svc - TIF District Debt Service - Public Safety Drinking WA 1 SRF Clean WA 2 SRF	137,038.06 554.34 517,778.95 358,722.41 2,500.00- 0.00 0.00 0.00 0.00	485,796.24 0.00 76,519.74 9,242.46 0.00 0.00 0.00 0.00 0.00 0.00	277,288.29 0.00 115,859.98 0.00 2,891.50 0.00 0.00 0.00 0.00 0.00	345,546.01 554.34 478,438.71 367,964.87 5,391.50- 0.00 0.00 0.00 0.00 0.00	32,385.25	2,250,007.123
306 307 308 509 601 602 603 604 611 612 615 640 750 990	Drinking WA 2 DOT Clean WA 1 DOT HYBRID TURKEY TIF - CASH GRACE V NELSON EXPANSION 2022 Municipal Liquor Store Water Electric Sewer Telephone Solid Waste Cablevision Bridges Golf Course Trust & Agency General Fixed Assets General Long Term Debt DEPOSITS WITHDRAWALS SWEEP TRANSFER-IN	0.00 0.00 0.00 1,048.45- 0.00 84,611.24 319,961.71 179,107.78 818,629.43 228,682.36 172,791.66 22,727.19- 0.00 0.00 0.00	0.00 0.00 68,255.60 0.00 58,513.47 438,164.48 69,063.84 165,894.89 25,663.40 34,404.64 106,807.42 0.00 0.00 0.00	0.00 0.00 0.00 67,207.15 0.00 73,474.25 352,218.76 88,501.64 120,310.74 22,985.87 33,251.27 129,874.77 0.00 0.00 0.00	0.00 0.00 0.00 0.00 69,650.46 405,907.43 159,669.98 864,213.58 231,359.89 173,945.03 45,794.54- 0.00 0.00 0.00	385.72 3,346.60 13,171.29 2,858.73 15,319.83 273.32 250.00 5,562.91 5,180.70 50.00 95,595.68	
	FIRST DAKOTA BANK TOTALS	2,791,602.30	1,538,326.18	1,283,864.22	3,046,064.26	27,172.73-	3,018,891.53
	FSB- CABLEVISION CHECKING						
ANK 15 40	FSB- CABLEVISION CHECKING CATV CHECKING ACCOUNT CATV CHECKING ACCOUNT	0.00 0.00	0.00 0.00	0.00	0.00		
	FSB- CABLEVISION CHECKING TOTA	0.00	0.00	0.00	0.00	0.00	0.00
	FSB- CSDP CHECKING						
ANK 03	FSB- CSDP CHECKING ELECTRIC-CUSTOMER DEPOSITS TELEPHONE-CUSTOMER DEPOSITS	13,985.30 10,009.72	1,297.44 616.07	1,225.00 700.00	14,057.74 9,925.79	100.00	24,083.53
	FSB- CSDP CHECKING TOTALS	23,995.02	1,913.51	1,925.00	23,983.53	100.00	24,083.53

BANK CASH REPORT 2024

EUND	BANK NAME GL NAME	APRIL CASH BALANCE	MAY RECEIPTS	MAY DISBURSMENTS	MAY CASH BALANCE	OUTSTANDING TRANSACTIONS	MAY BANK BALANCE
	1ST DAKOTA NATL BANK-CHECKING						
BANK 601	1ST DAKOTA NATL BANK-CHECKING VIDEO LOTTERY CHECKING	0.00	0.00	0.00	0.00		
	1ST DAKOTA NATL BANK-CHECKING	0.00	0.00	0.00	0.00	0.00	0.00
	1ST DAKOTA NATL BANK- SAVINGS						
BANK 601	1ST DAKOTA NATL BANK- SAVINGS VIDEO LOTTERY SAVINGS	0.00	0.00	0.00	0.00		
	1ST DAKOTA NATL BANK- SAVINGS	, 0.00	0.00	0.00	0.00	0.00	0.00
	SD PUBLIC FUNDS IN TRUST						
ANK	SD PUBLIC FUNDS IN TRUST						6,636,473.61
201 201 211 302 506 502 503 504 511 512 515	GENERAL FUND SD FIT SECOND PENNY FUND SD FIT GROSS RECEIPTS TAX SD FIT DEBT SERVICE - TIF DIST. SWIMMING POOL - CAP PROJECT WATER SD FIT ELECTRIC SD FIT SEWER SD FIT TELEPHONE SD FIT SOLID WASTE SD FIT CABLEVISION SD FIT BRIDGES GOLF COURSE SD FIT	35,706.31 380,924.89 636,662.08 2,405.91 0.00 35,738.45 3,165,283.41 57,020.64 2,223,944.24 27,803.34 0.00 43,118.36	160.74 1,606.21 2,684.56 0.00 0.00 150.69 13,346.79 240.43 9,377.52 117.23 0.00 181.81	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0		0.00	6 626 473 61
	SD PUBLIC FUNDS IN TRUST TOTAL	6,608,607.63	27,865.98	0.00	6,636,473.61	0.00	6,636,473.61
	TOTAL OF ALL BANKS	9,424,204.95	 1,568,105.67	1,285,789.22	9,706,521.40	======================================	9,679,448.67

BANK CASH REPORT SWEEP BANK 99 TRANSFERS

DATE	TRANS #	TRANSFER	BANK #	BANK NAME	TRANSFER AMOUNT	
05/31/2024	182	FROM	1	FIRST DAKOTA BANK	95,595.68	
				TOTAL	95,595.68	

8

220 SOUTH WESTCOTT ST. SIOUX CITY, IOWA 51106-5724

Phone (712) 255-0036 Fax (712) 255-6169

June 14 2024

BID TABULATION

CITY OF BERESFORD PARKS AND RECREATION SHOP BUILDING

701 S 7th Street Beresford, SD 57004

Contractor	10% Bond	5% Cashier's Addendum Addendum Check #1 #2	Addendum #1	Addendum #2		Base Bid	Alt. #1		Alt. #2	
Nelson Commercial Construction	7	N/A	7	^	\$	1,200,000.00	\$ 39,031.00 \$	00:	\$ 61,768.00	8.00
Reynolds Construction Management (RCM)	٨	N/A	٨	7	€	\$ 929,000.00	\$ 54,200.00 \$	00:	\$ 22,000.00	00.00
Twite Construction Company Inc.	7	N/A	٨	7	∽	683,505.00	\$ 18,845.00 \$	00:	\$ 19,398.00	8.00





June 3, 2024

Jerry Zimates City of Beresford 101 North 3rd St, Beresford, SD 57004

RE: American Tower Site No. 413874 / SD9 Corner Borer SD ("Tower Site")

Dear Valued Landlord,

As the leading independent operator of wireless and broadcast communication sites, American Towers LLC (together with its affiliates and subsidiaries, "American Tower") understands the importance of maintaining productive long-term relationships with its landlords. American Tower has therefore engaged MD7 to reach out to its landlords to review ways to grow and develop those relationships.

Based upon current market conditions, we need to adjust the financial terms of this Tower Site's contract in order to ensure the long-term stability of the Tower Site and allow all parties to benefit. The proposal below outlines three options available for the tower on your property:

Option 1:

- Current rent to remain.
- Removing annual escalation.
- Final expiration date will be October 30, 2060

Option 2:

- \$695.08 per month commencing second rental payment after close.
- 1.75% annual escalation will commence on October 31, 2030.

Option 3:

One-time payment of \$73,619.00 for perpetual easement.

I look forward to working with you to secure this mutually beneficial relationship for the years to come. After you review the options outlined above, please contact me to discuss further.

Respectfully, Breze Hyatt bhyatt@md7.com (469) 466-5039

MD7 | Lease Consultant

An authorized vendor of American Towers LLC and its subsidiaries and affiliates

**PLEASE NOTE: All proposals are good for a limited time and for discussion purposes only. The parties will not be bound in any respect and with regard to any proposal until and unless a written agreement is signed by all applicable parties. Further, all proposals are contingent upon: 1) American Tower's confirmation, review and approval, in its sole discretion, of a title report and if necessary, a land survey of the property; and 2) final approval and authorization by American Tower's Executive Team. Nothing contained herein shall be construed as, or deemed to create, an agency, joint venture, or partnership relationship between American Tower and MD7.

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

This Second Amendment to Option and Lease Agreement (this "Amendment") is made effective as of the latter signature date hereof (the "Effective Date") by and between City of Beresford ("Landlord") and CommNet Cellular Inc. d/b/a Verizon Wireless ("Tenant") (Landlord and Tenant being collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "Parent Parcel"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Lease Agreement dated September 26, 2005 (the "Original Lease") as amended by that certain The First Amendment to Option and Lease Agreement dated November 28, 2018 (the "First Amendment"; the Original Lease and the First Amendment, collectively, the "Lease"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "Leased Premises"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("American Tower"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "POA") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- Memorandum of Lease. The Landlord hereby agrees to execute and return to Tenant an original recordable Memorandum of Lease in the form and of the substance attached hereto as <u>Exhibit B</u> and by this reference made a part hereof (the "Memorandum") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.
- 2. Rent and Escalation. Commencing with the second rental payment due following the Effective Date, the rent payable from Tenant to Landlord is hereby reduced to Seven Hundred Fifty and No/100 Dollars (\$750.00) per month (the "Rent"). Commencing on October 31, 2020 and on each successive annual anniversary thereof, Rent due under the Lease, as amended hereby, shall increase by an amount equal to two and one-half percent (2.5%) of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined in the First Amendment) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid

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to CITY OF BERESFORD SD. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

- 3. Landlord and Tenant Acknowledgments. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby consents to, and agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Leased Premises, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, or any appeals related to the value of the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications or appeals shall be limited strictly to the use or value of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
- 4. Limited Right of First Refusal. The Parties acknowledge and agree that Section 13 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as defined in the First Amendment) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "Offer"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall

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be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

- 5. Landlord Statements. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the Jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
- 6. Notices. The Parties acknowledge and agree that Section 9 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 101 North 3rd St, Beresford, SD 57004; To Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
- 7. <u>Counterparts</u>. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic

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means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

- 8. Waiver. THE PARTIES ACKNOWLEDGE AND AGREE THAT SECTION 12 OF THE FIRST AMENDMENT IS HEREBY DELETED IN ITS ENTIRETY AND IS OF NO FURTHER FORCE AND EFFECT. FROM AND AFTER THE EFFECTIVE DATE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO THE OTHER FOR, AND LANDLORD AND TENANT HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.
- 9. Taxes. The Parties acknowledge and agree that Section 14 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "Applicable Taxes") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801 unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
- 10. <u>Deletions</u>. The Parties acknowledge and agree that Section 6 of the Original Lease is hereby deleted in its entirety and is of no further force and effect.
- 11. Conflict/Capitalized Terms. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

ATC Site No: 413874 VZW Site No: 158363

LANDLORD:	
City of Beresford	
Signature: Print Name:	Juny Bumuty Leriesed Best 252 Es
Title:	City Administrator

[SIGNATURES CONTINUE ON NEXT PAGE]

ATC Site No: 413874 VZW Site No: 158363

Jerry Zeimetz

From:

Ben Reiter <ben.reiter@beresfordbridges.com>

Sent:

Tuesday, June 11, 2024 12:25 PM

To:

Jerry Zeimetz; Elaine Johnson

Subject:

[*EXT*]Seasonal Hire

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

Jerry,

Please add Amber Sorensen to the seasonal hire list as Bartender/Server at \$11.20 per hour for the city council meeting.

Thank you!

Ben Reiter

GM / Head Golf Professional

The Bridges at Beresford

605-763-2202 .







FINANCE OFFICER WORKSHOP

July 17, 2024

10:00 am CT - 3:00 pm CT Game, Fish & Parks Outdoor Campus 4500 South Oxbow Avenue Sioux Falls, SD 57106

Agenda

10:00 am - 10:30 am - Sign-In, Introductions, Pre-test

10:30 am - 12:00 pm - Code Enforcement & Ordinances

12:00 pm - 1:00 pm Lunch (on your own)

1:00 pm - 2:30 pm - Managing Government Funds (gWorks representative will present and be available for questions)

2:30 pm - 3:00 pm - Q&A Session, Post-test, Evaluation's

Registration is required. Please register by clicking the "REGISTER" box or scan the QR code using your mobile device.





This training is at no cost and is supported by a grant with the Department of Health and Human Services.

The purpose of this training is to provide finance officers and elected officials the knowledge to manage government funds, compliance and code enforcement.

Certificate of completion available upon request.

Questions? Contact: **Hope Block** hblock@map-inc.org 605.277.5413

www.map-inc.org



Check our website for a list of upcoming events.

MAP is an equal opportunity provider and employer and does not discriminate on the basis of race, color, religion, age, sex, national origin, disability status, genetics, military or veteran status, sexual orientation, or any othe protected classification, in accordance with applicable federal, state, and local laws.

City of Beresford – Travel Voucher

Name: Elainc Johnson & Jerry Zeimetz	
1 Destination: Sioux Falls	
 Destination: Sioux Falls Reason for travel: Midwest Assistance Program 	
(Meeting Agenda, Training Schedule or other supporting documentation must be at	tached
3. Departure time and date: 9am July 17, 2024	
4. Arrival time and date:	
5. Cost of lodging:	
6. Registration fee:	
7. Departure time and date: 3pm July 17, 2024 8. Arrival time and date:	-
<u>Transportation:</u>	
Personal vehicle:	
Mileage claimed: (Mileage reimbursement per: IRS Federal rate)	
City owned vehicle: License #	
	•
Commercial transportation: Cost:	
Meals claimed:	
Signature: Claine Johnson Date: 17/24	to
My signature certifies that expenses incurred for travel and the above statements are true a accurate to the best of my knowledge.)	nd
Approving Signature for Travel:	0
inance Officer Signature: Claim Johnson	_