

**BERESFORD CITY COUNCIL
REGULAR MEETING AGENDA
Monday, June 5, 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 – May 15, 2023

[5] – Visitors to be heard

[6] – Committee/Mayor Report

[7] – Department Head and City Administrator Reports

- Jerry Zeimetz – City Administrator
 - Ballfield construction update

[8] – Old Business

[9] – New Business

- Pay request #1 from Parkway Construction for Ballfield Addition
- WAPA Contract No. 23-UGPR-139 for review and approval
- Resolution 2023-05 – A Resolution of Commitment for the SDDOT Community Access Grant Application
- Resolution 2023-06 – A Resolution Amending the City’s Rate Structure, Providing for a Surcharge for Improvements to the Sewer System, for Payment of a Revenue Borrower Bond and Yearly Review of Rate
- Resolution 2023-07 – A Resolution Amending the City’s Rate Structure, Providing for a Surcharge for Improvements to the Water System, for Payment of a Revenue Borrower Bond and Yearly Review of Rate
- Appointments to Library Board for 3-year terms
- Concession stand lease approval
- Request to close a portion of N. 16th St. from Main St. to W. Hemlock on July 29 from 8 am to 4 pm for Old Fashioned Weekend car show
- Request to close a portion of N. 3rd St. from Hemlock to the North side of Klassix parking lot on July 29 for Old Fashioned Weekend Street Dance
- Set public hearing date for Beresford Area Chamber of Commerce for temporary sale of malt beverages on July 28 for Old Fashioned Weekend
- Remove Finance Assitant Rachel Johnson from probation and step pay increase from \$18.57/hr. to \$19.15/hr.
- Seasonal hire (clubhouse attendant) for Bridges Clubhouse

[10] – Discussion & Information Items

[11] – Approval of Travel Requests

- SDTA Annual Conference, Deadwood, Aug. 20 to Aug. 22, Hansen
- Taser Instructor Course rectification, Worthington, MN, July 17, Meinzer
-

[12] – Payment of Bills

[13] – Adjournment

Welcome to your City Council Meeting

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

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

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

Topic: Beresford City Council Special Meeting

Time: June 5, 2023, 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 546 078 0834

Passcode: Beresford

Dial by your location

+1-253-205-0468 US

BERESFORD CITY COUNCIL
Monday, May 15, 2023

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

Members Present: President Teresa Sveeggen presiding, Will Roelke, Art Schott, Eli Seeley, Mike Tiedeman

Members Absent: Mayor Nathan Anderson, Troy Boone

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

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

Approve Minutes: Tiedeman made a motion, second by Roelke, to approve the May 1, 2023, meeting minutes. All present Council members voted aye; motion carried.

Visitors to be Heard: Beresford Chamber of Commerce representatives Joanne Paulson and Tracie Storo provided a handout which listed 2023 Chamber events and requests for City assistance. Plans for the Old-Fashioned Weekend (July 27-30) were discussed at length. Other upcoming events and the requirements for these events were briefly discussed.

Department Head and City Administrator Report

Elaine Johnson, Finance Officer

- **2022 Annual Report:** Johnson submitted the 2022 Annual Report as prepared by auditors ELO CPAs & Advisors for approval. Upon approval, the report will be submitted to the State as required. A motion was made by Schott, second by Roelke, to approve the 2022 Annual Report. All present Council members voted aye; motion carried.
- **April 2023 Financial Report:** Following brief review of the April 2023 financials by Johnson, a motion was made by Schott, second by Seeley, to approve the April 2023 financials. All present Council members voted aye; motion carried.

New Business

- **Asphalt Surface Treatment Agreement:** City Administrator Zeimetz stated that the projected cost of the asphalt surface treatment agreement with ASTECH is \$125,571. Since the budgeted amount is \$100,000, Street Supt. Heidebrecht has verified they can cut back as needed to keep the costs within the budget and/or move money from other budget items to cover the cost. A motion was made by Schott, second by Tiedeman, to accept the 2023 Asphalt Surface Treatment Agreement with ASTECH Corp. All present Council members voted aye; motion carried.
- **Teamsters Local No. 120 Voluntary Recognition Agreement:** City Attorney Frieberg explained that due to liability coverage, the Beresford Police Department has chosen to leave the current union and to join the Teamsters Union as the bargaining unit to represent them for negotiations. A motion was made by Schott to recognize the Teamsters Local No. 120 Voluntary Recognition Agreement for all full-time officers in the Beresford Police Department. The motion was seconded by Seeley and all present Council members voted aye; motion carried.
- **Subsidy Draw Down Request:** Seeley made a motion, second by Roelke, to approve the 2023 budgeted subsidy request from the Beresford Women's Entrepreneurs in the amount of \$1500. All present Council members voted aye; motion passed.
- **Seasonal Hires:** A motion to approve hiring the following seasonal employees was made Tiedeman, second by Schott: Aidan Ham, lifeguard, \$13.88/hour; Alex Sorensen, pool attendant, \$10.80/hour; Claire Bovill, bartender/server at the Bridges, \$10.80/hour, and Scott Klungseth, ground maintenance for the Parks Dept., \$11.93/hour. All present Council members voted aye; motion carried.

- **Summer Utility Worker for Electric Dept.** A motion to hire James Neal at \$24.00/hour as summer utility worker/1000 hours for the Electric Dept. was made by Schott, second by Tiedeman. All present Council members voted aye; motion carried.

Discussion and Information Items

- **DANR Drinking Water Compliance Award:** Zeimetz informed Council that the City of Beresford public water system and the system's operators have once again been awarded a Drinking Water Certificate of Achievement Award. This award is in recognition of outstanding water system operations and environmental compliance with state drinking water standards for the past year.
- **2023 Fourth of July Fireworks Display:** Premier Pyrotechnics, the company hired for the fireworks display, is having difficulty finding workers and is unsure they will be able to do the annual fireworks display on July 4. They have requested we choose an alternate date. Options during the weekend of July 28-30 during the Old-Fashioned Weekend will be discussed with the Chamber reps.

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

- Human Resource and Finance Officer School – June 6-9, Pierre, Johnson & Zeimetz
- SDML Budget Training Workshop – June 28, Sioux Falls, Johnson, Sveeggen, Zeimetz

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

AmericInn, conference, \$363.98; Mike Antonson, mileage, \$46.25; Appera, service, \$545.16; Azar Computer Software, digital service center, \$250.00; Baker & Taylor, books, \$647.72; Bally Sports North, affiliate fees, \$2903.80; Ban-Koe Co., alarm monitoring, \$395.00; Banner Assoc., WWTF planning, \$39,835.00; Beal Dist., beer, \$896.35; Bierschbach Equip., repairs, \$154.58; Big 10 Network, affiliate fees, \$133.65; Border States Elec., pipe, \$1723.42; Carlson's Body Shop, windshield, \$370.00; CenturyLink, 911 circuit, \$111.56; Chesterman Co., resale, \$404.24; CHS Inc., fuel, \$2111.82;

City of SF Public Works, tipping fee, \$4419.28; Consortia, consulting fee, \$3900.00; D&D Door, repair, \$177.34; Dakota Bev., beer, \$2084.70; Dakota Fluid Power, repair, \$155.00; Dakota Supply Group, UG cable, \$706.65; Demco, supplies, \$125.64; DeRaad H&C, AC repair, \$400.51; Ditch Witch, repair, \$824.66; Electronic Recycling Serv., recycling expense, \$380.00; ELO Prof., annual report, \$3500.00; Express Comm., toll settlement, \$1316.03; Farr Technologies, systems integration, \$487.50; Ferguson Waterworks, parts, \$253.48; Fiesta Foods, food, \$405.29; Frantzen Reporting, transcription fee, \$107.75;

Frieberg, Nelson & Ask, City attorney, \$3806.25; Geotek Eng., WWTF planning, \$4500.00; Grossenburg Imp., parts, \$76.91; GT Golf Supplies, golf merchandise, \$199.64; Austin Hansen, conference, \$38.00; Tony Harris, meals, \$28.00; Heartland Payment Systems, CC fees, \$1209.70; Heiman Inc., service inspection, \$2570.00; High Plains Tech., software, \$159.56; Iowa Information, golf guide, \$169.00; Interstate TRS, TRS fund, \$286.30; Jack's Uniforms, clothing, \$178.84; Jerry's Chev., service, \$99.03; Jervik Auto Glass, repair, \$225.00; K&M Tire, tires, \$190.00; Knife River Midwest, asphalt, \$1053.36;

Lewis & Clark RWS, water, \$24,635.28; Locators & Supplies, flags, \$139.61; Menards, supplies, \$149.99; Meyer Laboratory, chemicals, \$3789.50; MidAmerican Energy, natural gas, \$1773.27; Midwest Tape, DVDs, \$66.45; Mr. Golf Car, leased cars, \$6075.00; New Century Press, publishing, \$494.72; NY Life, insurance, \$108.00; Nexstar Broadcasting, affiliate fees, \$3010.66; Northern State Univ., housing, \$138.75; ODP Bus. Sol., ink, \$148.90; Olson's Pest Tech., service, \$267.00; Overdrive, books, \$335.09; Performance Food Ser., food, \$3103.45; Quadiant, postage, \$3000.00; Quill, supplies, \$757.19;

Ramkota Hotel, lodging, \$415.36; Ben Reiter, mileage, \$47.50; Republic Nat'l Dist., liquor, \$340.26; Roo's Sanitation, disposal/fuel surcharge, \$5194.00; Rovi Guides, guides, \$721.23; SD DANR, fee/ballfield addition, \$250.00; SD Golf Assoc., memberships, \$355.00; SD Gov. FO Assn., registration, \$150.00; SD Gov. HR Assn., registration, \$100.00; SD Library Assn., membership, \$318.00; SD Mun. League, training, \$90.00; SD State Treas., telecom relay serv., \$42.50; SDN Comm., internet, \$3480.32; The Tessman Co., chemicals, \$7685.12; Uline, supplies, \$720.44; Rob VanBallegooyen, meals, \$91.00;

Vantage Point, CALEA, \$160.00; Verizon Wireless, cell phone service, \$844.76; Washington Nat'l Ins., insurance, \$84.30; Wellmark BC/BS, insurance, \$46,339.98; Wells Fargo, CC charges, \$3444.23; WESCO Dist., transformer pads, \$3570.83; Wholesale Supply Co., resale, \$721.90; Women Entr. of Beresford, subsidy, \$1500.00.

There being no further business, Council President Sveeggen adjourned the meeting at 7:43 p.m.

Elaine Johnson, Finance Officer
Recorded by Rachel Johnson/Kathy Stuessi

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.: 1 Application Period: From 04/21/23 to 05/22/23 Application Date: 05/23/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Contract Information		F Value of Bid Item (C X E)	G Work Completed 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 (J / F) (%)	L Balance to Finish (F - J) (\$)
				Unit Price (\$)	Value of Bid Item (C X E)							
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	0.25	\$28,039.88		\$28,039.88	25%	\$84,119.62
3	Compaction - Moisture / Density Tests	25	Each		\$120.00	\$3,000.00		\$0.00		\$0.00	0%	\$3,000.00
4	Granular Embankment	201.1	Ton		\$6.033.00	\$1,500.00	50.0	\$1,500.00		\$1,500.00	25%	\$4,533.00
5	Pipe Foundation Material	11.9	Ton		\$238.00	\$2,831.62		\$0.00		\$0.00	0%	\$2,831.62
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		\$34.800.00	\$643,993.00	18.398	\$64,399.30		\$64,399.30	100%	\$0.00
9	6" Scarify and Recompact	2.381	SY		\$10.00	\$23,810.00		\$0.00		\$0.00	0%	\$23,810.00
10	Topsoil Placement	10.214	CY		\$20.00	\$102,140.00	664	\$6,640.00		\$6,640.00	7%	\$95,500.00
11	Subbase Material (Pit Run)	896.8	Ton		\$17,936.00	\$17,936.00		\$0.00		\$0.00	0%	\$17,936.00
12	Strip and Stockpile Topsoil	10.214	CY		\$71,498.00	\$71,498.00	10.214	\$71,498.00		\$71,498.00	100%	\$0.00
13	Imported Embankment Material	5.056	CY		\$25,280.00	\$25,280.00		\$0.00		\$0.00	0%	\$25,280.00
14	Erosion Control Blanket	3.160	SY		\$5.00	\$15,800.00		\$0.00		\$0.00	0%	\$15,800.00
15	Silt Fence	1.417	LF		\$7,793.50	\$7,793.50	1.023	\$5,626.50		\$5,626.50	72%	\$2,167.00
16	Inlet Sediment Control Device	6	Each		\$150.00	\$900.00		\$0.00		\$0.00	0%	\$900.00
17	Erosion Control Wattles	288	LF		\$5.00	\$1,440.00		\$0.00		\$0.00	0%	\$1,440.00
18	Temporary Vehicle Construction Entrance	1	Each		\$500.00	\$500.00		\$0.00		\$0.00	0%	\$500.00
19	Concrete Washout Area	1	Each		\$500.00	\$500.00		\$0.00		\$0.00	0%	\$500.00
20	Gravel Surfacing	4.255.6	Ton		\$25.00	\$106,390.00		\$0.00		\$0.00	0%	\$106,390.00
21	Base Course (12")	25.6	Ton		\$30.00	\$768.00		\$0.00		\$0.00	0%	\$768.00
22	Geosynthetic Geogrid	2,738	SY		\$4.00	\$10,952.00		\$0.00		\$0.00	0%	\$10,952.00
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		\$0.00		\$0.00	0%	\$167,304.00
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		\$480.00	\$1,920.00		\$0.00		\$0.00	0%	\$1,920.00
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		\$0.00		\$0.00	0%	\$2,730.00
30	6" Watermain	438	LF		\$28,470.00	\$28,470.00		\$0.00		\$0.00	0%	\$28,470.00
31	6" x 4" Tee w/ Joint Restraints	1	Each		\$250.00	\$250.00		\$0.00		\$0.00	0%	\$250.00
32	4" Gate Valve & Box w/ Joint Restraints	1	Each		\$500.00	\$500.00		\$0.00		\$0.00	0%	\$500.00
33	6" Gate Valve & Box w/ Joint Restraints	1	Each		\$550.00	\$550.00		\$0.00		\$0.00	0%	\$550.00
34	Fire Hydrant w/ Joint Restraints	1	Each		\$10,000.00	\$10,000.00		\$0.00		\$0.00	0%	\$10,000.00
35	6" x 6" Tapping Sleeve and Tapping Valve w/ Box and Joint	1	Each		\$1,500.00	\$1,500.00		\$0.00		\$0.00	0%	\$1,500.00
36	2" Water Service Line	36	LF		\$45.00	\$1,620.00		\$0.00		\$0.00	0%	\$1,620.00
37	2" x 6" Corporation Stop and Service Saddle	1	Each		\$500.00	\$500.00		\$0.00		\$0.00	0%	\$500.00
38	2" Curb Stop and Box	1	Each		\$1,000.00	\$1,000.00		\$0.00		\$0.00	0%	\$1,000.00
39	Tracer Wire	516	LF		\$1.00	\$516.00		\$0.00		\$0.00	0%	\$516.00
40	8" Gravity Sewer Pipe	472	LF		\$65.00	\$30,680.00		\$0.00		\$0.00	0%	\$30,680.00

Progress Estimate - Unit Price Work

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

Contractor's Application for Payment

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

Application No.:		Application Period:		From		To		Application Date:				
1		04/21/23		05/22/23		05/23/23		05/23/23				
A Bid Item No.	B Description	C Item Quantity	D Units	E Contract Information		F Value of Bid Item (C X E) (\$)	G Work Completed 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 (J / F) (%)	L Balance to Finish (F - J) (\$)
				Unit Price (\$)	Value of Bid Item (\$)							
41	4" Gravity Sewer Pipe	116	LF	\$60.00	\$6,960.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$6,960.00
42	4" Sanitary Sewer Service Connection	1	Each	\$500.00	\$500.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$500.00
43	4" Dia Sanitary Sewer Manhole	2	Each	\$2,000.00	\$4,000.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$4,000.00
44	Core Drill Manhole	1	Each	\$500.00	\$500.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$500.00
45	4" Collection Line Cleanout	1	Each	\$500.00	\$500.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$500.00
46	12" Storm Sewer Pipe	124	LF	\$40.00	\$4,960.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$4,960.00
47	15" Storm Sewer Pipe	606	LF	\$50.00	\$30,300.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$30,300.00
48	18" Storm Sewer Pipe	428	LF	\$60.00	\$25,680.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$25,680.00
49	12" Area Inlet	1	Each	\$200.00	\$200.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$200.00
50	15" Area Inlet	3	Each	\$300.00	\$900.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$900.00
51	18" Area Inlet	3	Each	\$500.00	\$1,500.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$1,500.00
52	18" RCP Flared End (w/ Transition to PE)	2	Each	\$250.00	\$500.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$500.00
53	18" RCP Culvert Pipe	88	LF	\$70.00	\$6,160.00	\$6,160.00	88	\$6,160.00	\$6,160.00	\$6,160.00	100%	\$0.00
54	24" RCP Culvert Pipe	38	LF	\$60.00	\$2,280.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$2,280.00
55	36" RCP Culvert Pipe	56	LF	\$65.00	\$3,640.00	\$4,550.00	70	\$4,550.00	\$4,550.00	\$4,550.00	100%	\$0.00
56	18" RCP Flared End	2	Each	\$300.00	\$600.00	\$600.00	2	\$600.00	\$600.00	\$600.00	100%	\$0.00
57	24" RCP Flared End	2	Each	\$400.00	\$800.00	\$800.00	2	\$800.00	\$800.00	\$800.00	100%	\$0.00
58	36" RCP Flared End	4	Each	\$500.00	\$2,000.00	\$2,000.00	4	\$2,000.00	\$2,000.00	\$2,000.00	100%	\$0.00
59	Class C Riprap	32	Ton	\$100.00	\$3,200.00	\$3,200.00	32	\$3,200.00	\$3,200.00	\$3,200.00	100%	\$0.00
60	Remove Existing Asphalt Pavement	38	SY	\$30.00	\$1,140.00	\$1,140.00	38	\$1,140.00	\$1,140.00	\$1,140.00	100%	\$0.00
61	12' x 8' Scout Stop Mat	4	Each	\$500.00	\$2,000.00	\$2,000.00	4	\$2,000.00	\$2,000.00	\$2,000.00	100%	\$0.00
62	Removals - Existing Fencing	830	LF	\$2.00	\$1,660.00	\$1,660.00	830	\$1,660.00	\$1,660.00	\$1,660.00	100%	\$0.00
63	Removals - Existing Backstop	1	Lump Sum	\$5,000.00	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	\$5,000.00	100%	\$0.00
64	Ag Lime Salvage	160	Ton	\$25.00	\$4,000.00	\$4,000.00	160	\$4,000.00	\$4,000.00	\$4,000.00	100%	\$0.00
65	72" Chain Link Fence, F&I	2,860	LF	\$40.26	\$115,143.60	\$115,143.60	2,860	\$115,143.60	\$115,143.60	\$115,143.60	100%	\$0.00
66	96" Chain Link Fence, F&I	320	LF	\$78.49	\$25,116.80	\$25,116.80	320	\$25,116.80	\$25,116.80	\$25,116.80	100%	\$0.00
67	120" Chain Link Fence, F&I	320	LF	\$80.28	\$25,689.60	\$25,689.60	320	\$25,689.60	\$25,689.60	\$25,689.60	100%	\$0.00
68	Double Swing Gate (8' Width) F&I	4	Each	\$1,200.00	\$4,800.00	\$4,800.00	4	\$4,800.00	\$4,800.00	\$4,800.00	100%	\$0.00
69	Chain Link Backstop, F&I	4	Each	\$30,000.00	\$120,000.00	\$120,000.00	4	\$120,000.00	\$120,000.00	\$120,000.00	100%	\$0.00
70	Ag-Lime Supply & Install	980	Ton	\$100.00	\$98,000.00	\$98,000.00	980	\$98,000.00	\$98,000.00	\$98,000.00	100%	\$0.00
71	Reinstall Salvaged Ag Lime	160	Ton	\$50.00	\$8,000.00	\$8,000.00	160	\$8,000.00	\$8,000.00	\$8,000.00	100%	\$0.00
72	Infield Perforated HDPE Underdrain	1,878	LF	\$13.00	\$24,414.00	\$24,414.00	1,878	\$24,414.00	\$24,414.00	\$24,414.00	100%	\$0.00
73	6" Storm Drain Piping	605	LF	\$15.00	\$9,075.00	\$9,075.00	605	\$9,075.00	\$9,075.00	\$9,075.00	100%	\$0.00
74	Infield Underdrain Cleanout	19	Each	\$100.00	\$1,900.00	\$1,900.00	19	\$1,900.00	\$1,900.00	\$1,900.00	100%	\$0.00
75	Dugout - Wood Frame	8	Each	\$6,000.00	\$48,000.00	\$48,000.00	8	\$48,000.00	\$48,000.00	\$48,000.00	100%	\$0.00
76	Bases, Pitching Rubber, Misc.	1	Lump Sum	\$5,000.00	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	\$5,000.00	100%	\$0.00
77	Foul Poles	8	Each	\$1,400.00	\$11,200.00	\$11,200.00	8	\$11,200.00	\$11,200.00	\$11,200.00	100%	\$0.00
78	2.5" Caliber Deciduous Tree, F&I	15	Each	\$650.00	\$9,750.00	\$9,750.00	15	\$9,750.00	\$9,750.00	\$9,750.00	100%	\$0.00
79	Turf Irrigation	1	Lump Sum	\$235,000.00	\$235,000.00	\$235,000.00	1	\$235,000.00	\$235,000.00	\$235,000.00	100%	\$0.00
80	Battling Cage - Double	1	Each	\$34,000.00	\$34,000.00	\$34,000.00	1	\$34,000.00	\$34,000.00	\$34,000.00	100%	\$0.00

Jerry Zeimetz

From: Jerry Zeimetz
Sent: Monday, May 22, 2023 8:03 AM
To: Mike Antonson Electric Superintendent; Thomas Frieberg
Cc: elaine@bmtc.net
Subject: RE: [*EXT*]FW: Draft WAPA-Beresford SD-MRES REC Designated Entity Contract

Mike, I will put this on the June 5 council meeting for approval.

From: Mike Antonson Electric Superintendent <electric@bmtc.net>
Sent: Friday, May 19, 2023 12:03 PM
To: Jerry Zeimetz <jerry@beresfordsd.com>
Subject: [*EXT*]FW: Draft WAPA-Beresford SD-MRES REC Designated Entity Contract

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.

FYI

From: Gray, Brianna <BGray@WAPA.GOV>
Sent: Friday, May 19, 2023 11:42 AM
To: electric@bmtc.net
Cc: UGPRECs <UGPRECs@WAPA.GOV>; Derek Bertsch <derek.bertsch@mrenergy.com>; jerry@bmtc.net
Subject: Draft WAPA-Beresford SD-MRES REC Designated Entity Contract

Good morning Mike,

WAPA has begun the Renewable Energy Certificate (REC) Designated Entity contract for MRES to manage the City of Beresford's RECs on Beresford's behalf. Please reply to this email with main signatory information (provide name and email, if not you) and the signing preference for this contract.

Choose Signing Preference: DocuSign, Adobe Sign/E-Signature, or Handwritten-Mailed (if DocuSign and Adobe are unavailable)

Also attached is the contract in its final draft form. Once I receive your signing preference, I'll prepare it for final signature via the chosen method. As a side note: WAPA requires municipalities to attach meeting minutes or a resolution approving the contract when the municipality signs.

Please feel free to contact me if you have any questions.

Thank you,
Brianna Gray | Public Utilities Specialist
Western Area Power Administration | UGPR | Billings
(M) 406.606.8021 | (O) 406.255.2936 | [bgray\[at\]wapa.gov](mailto:bgray[at]wapa.gov)

Contract No. 23-UGPR-139
City of Beresford, South Dakota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR MISSOURI BASIN MUNICIPAL POWER AGENCY D.B.A.
MISSOURI RIVER ENERGY SERVICES TO ADMINISTER
RENEWABLE ENERGY CERTIFICATES
FOR THE CITY OF BERESFORD, SOUTH DAKOTA
(Designated Entity)

Contract No. 23-UGPR-139
City of Beresford, South Dakota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

UNITED STATES
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WESTERN AREA POWER ADMINISTRATION

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<u>Section</u>	<u>Title</u>	<u>Page</u>
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Certificate
General Power Contract Provisions dated September 1, 2007

Contract No. 23-UGPR-139
City of Beresford, South Dakota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR MISSOURI BASIN MUNICIPAL POWER AGENCY D.B.A.
MISSOURI RIVER ENERGY SERVICES TO ADMINISTER
RENEWABLE ENERGY CERTIFICATES
FOR THE CITY OF BERESFORD, SOUTH DAKOTA
(Designated Entity)

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, 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 Beresford or Contractor, their successor and assigns, and MISSOURI BASIN MUNICIPAL POWER AGENCY, a body corporate and politic duly organized under and by virtue of the laws of the State of Iowa, doing business as Missouri River Energy Services, hereinafter called MRES or Contractor, their successors or assigns, each sometimes hereinafter called the Party or all sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 WAPA's Upper Great Plains Region (WAPA-UGPR) implemented a new Renewable Energy Certificate (REC) Program.

2.2 This REC Designated Entity Contract (Contract) was developed in accordance with the WAPA-UGPR REC Program Principles, effective September 27, 2022, as amended.

2.3 Beresford entered into Firm Electric Service Contract No. 14-UGPR-1022 (FES Contract), dated July 29, 2015, with WAPA.

2.4 RECs are considered an attribute of the energy received under the FES Contract. Beresford is eligible to receive RECs in accordance with the WAPA-UGPR REC Program Principles.

2.5 Beresford selected MRES to provide REC Management Services for Beresford.

2.6 This Contract provides the terms and conditions MRES shall follow in providing REC Management Services to Beresford, consistent with the WAPA-UGPR REC Program Principles and the applicable General Power Contract Provisions dated September 1, 2007.

3. DEFINITIONS:

3.1 Designated Entity: The entity designated by Beresford to provide REC Management Services for Beresford.

3.2 Export: The electronic movement of RECs from a Midwest Renewable Energy Tracking System (M-RETS) account to an account in another tracking system compatible with M-RETS.

- 3.3 Midwest Renewable Energy Tracking System (M-RETS): An online tracking system which issues, stores, retires, transfers, and exports RECs.
- 3.4 Renewable Energy Certificate (REC): A digital certificate which represents the generation of renewable electricity. One megawatt hour of renewable energy is equal to one REC.
- 3.5 REC Management Services: The acceptance of the transfer of RECs on behalf of Beresford from WAPA and the retirement of such RECs on behalf of Beresford.
- 3.6 Retirement: The removal of a REC from circulation for voluntary or compliance purposes. A REC cannot be transferred or sold once retired.
- 3.7 Transfer: The electronic movement of RECs from an M-RETS account to another M-RETS account.
- 3.8 WAPA-UGPR Marketing Area: Montana (east of the Continental Divide), all of North Dakota and South Dakota, Nebraska east of the 101° meridian, Iowa west of the 94½° meridian, and Minnesota west of a line on the 94½° meridian from the southern boundary of the state to the 46° parallel and then northwesterly to the northern boundary of the state at the 96½° meridian.
4. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

5. TERM:

5.1 This Contract shall become effective on its date of execution, and subject to prior termination as otherwise provided for herein, shall remain in effect until expiration or termination of the FES Contract.

5.2 Any Party may terminate this Contract, with termination effective at the end of any calendar year, upon at least 90 days' prior written notice to the other Parties. Following a material breach of this Contract by MRES and/or Beresford, any Party shall have the right to terminate this Contract, in addition to all other rights and remedies under law for damages, before the annual transfer of RECs. Such termination shall be effective immediately upon receipt of written notification to the other Parties.

5.3 WAPA may suspend or terminate the REC Program upon 90 days' advance written notice to UGPR customers. If this occurs, this Contract will suspend or terminate upon the suspension or termination date of the REC Program.

6. EXISTING FIRM ELECTRIC SERVICE CONTRACT:

6.1 WAPA and Beresford entered into the FES Contract which provides for firm electric service to Beresford through December 31, 2050.

6.2 The Parties agree that by entering into this Contract, the rights, duties, and obligations contained in the FES Contract between WAPA and Beresford are unchanged.

6.3 RECs are subject to the same terms and conditions contained in Beresford's FES Contract.

7. DESIGNATED ENTITY ARRANGEMENTS: In accordance with WAPA-UGPR's REC Program:

7.1 Beresford selected MRES to be their Designated Entity, and MRES agrees to manage Beresford's RECs on Beresford's behalf.

7.2 WAPA shall transfer or export Beresford's RECs to MRES from M-RETS on an annual basis for MRES to manage the RECs on Beresford's behalf.

7.3 MRES shall provide REC Management Services to Beresford.

7.4 All transfer, export, retirement, and M-RETS and other tracking system account fees are the sole responsibility of MRES and/or Beresford. As of the execution date of this Contract, there are no fees for transfers between M-RETS accounts. This is subject to change should M-RETS begin charging for transfers.

7.5 WAPA will not retire RECs on behalf of Beresford or MRES.

7.6 Upon WAPA's receipt of any required payment, WAPA will transfer or export RECs to MRES.

7.7 RECs issued to Beresford cannot be resold. This includes RECs transferred or exported to MRES on behalf of Beresford.

7.8 MRES may charge a fee to recover the costs of REC Management Services provided, as agreed to by Beresford and MRES.

7.9 If MRES transfers or exports RECs to another entity, MRES must ensure the transferred and/or exported RECs are not sold. MRES may charge a fee to recover the costs of transferring and/or exporting RECs to Beresford's members and/or end use

customers. Beresford's members or end use customers must be located within the WAPA-UGPR Marketing Area.

7.10 WAPA is not liable for damages related to MRES's management of Beresford's RECs. MRES and Beresford shall hold harmless and indemnify WAPA for any and all claims, liability, and damages related to the management of RECs.

7.11 In no event shall a Party be liable to any other Party for incidental, consequential, or indirect damages arising out of or resulting from the performance under, or brought in connection with, this Contract whether arising in contract, tort, or otherwise.

7.12 All WAPA transfers and exports of RECs are final and cannot be reversed.

8. BILLING AND PAYMENT PROVISIONS:

8.1 WAPA shall bill MRES and MRES shall make electronic payment annually, in advance, as instructed on the Bill for Collection, for any tracking system costs assessed to WAPA associated with the transfer or export of RECs to MRES on Beresford's behalf, as applicable. As stated above in Subsection 7.4, as of the execution date of this Contract, there are no fees for transfers between M-RETS accounts.

8.2 Actual cost accounting shall be utilized in this Contract. WAPA shall keep detailed records of actual costs incurred by WAPA to transfer or export RECs. If costs are projected to exceed the amount of advanced funds, WAPA will inform MRES of the additional cost and provide a written revised estimate, together with a Bill for Collection, for the difference. MRES shall then pay WAPA the additional amount by the due date specified on the Bill for Collection. If, upon completion of the transfer or export, costs

incurred by WAPA are less than the sum of the payments made to WAPA by MRES, WAPA shall refund the difference to MRES, without interest, as soon as the necessary vouchers can be processed.

8.3 WAPA will not transfer or export RECs until advance annual payment is received.

9. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective September 1, 2007, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein except that Provisions 2 through 30, 33, and 36 shall not apply.

10. NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Contract. Nothing in this Contract shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person or entity not a Party to this Contract.

11. USE OF DIGITAL SIGNATURES: The Parties 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.

12. EXECUTION IN COUNTERPARTS: This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and

Contract No. 23-UGPR-139
City of Beresford, South Dakota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

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 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.

DRAFT

Contract No. 23-UGPR-139
City of Beresford, South Dakota
Missouri Basin Municipal Power
Agency d.b.a. Missouri River
Energy Services

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 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

(SEAL)

MISSOURI BASIN MUNICIPAL POWER AGENCY
D.B.A. MISSOURI RIVER ENERGY SERVICES

By _____

Title _____

Attest:

By _____

Address P.O. Box 88920

Title _____

Sioux Falls, SD 57109-8920

CERTIFICATE

I, _____, certify that I am the _____
of Missouri Basin Municipal Power Agency d.b.a. Missouri River Energy Services, the
corporation named as Contractor or MRES herein; that _____,
who signed the above Contract on behalf of MRES, was then its
_____; that such Contract was duly signed for and
on behalf of MRES by authority of its governing body and is within the scope of its
governmental powers.

Signature

(SEAL)

RESOLUTION 2023-05

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 7th Street project; and

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

WHEREAS, the City of Beresford makes a firm financial commitment to cover the costs of the engineering and the local match for the project; and

WHEREAS, the City of Beresford acknowledges its responsibility to secure any needed right-of-way or easements for construction.

NOW, THEREFORE, BE IT RESOLVED that the City of Beresford does hereby adopt this resolution authorizing the filing of the grant application, including all understandings and assurances contained therein, for the South Dakota Department of Transportation Community Access Grant Program, and does hereby authorize the Mayor to act in connection with the application and to provide such additional information as may be required.

Dated this 5th day of June, 2023.

Nathan Anderson, Mayor

ATTEST:

Elaine Johnson, Finance Officer



July 15, 2023

Ms. Paula Huizenga
DOT Division of Finance & Management
Office of Local Transportation Programs
700 E. Broadway Ave.
Pierre, SD 57501

RE: Community Access Grant Application

Dear Ms. Huizenga,

The City of Beresford is interested in applying for grant assistance through the South Dakota Department of Transportation – Community Access Grant Program to help develop road access to the Beresford High School. Enclosed is the Community Access Grant Program application for funding consideration. The grant application is for the access to the included with the general application are:

- * Site Location Map
- * Typical Cross Section
- * Detailed Cost Estimate
- * Resolution of Support from the County Commission

Thank you for your consideration of this project. The City of Beresford is committed to road improvements for the community's members.

Sincerely,

Harley Ferguson
Planner

APPLICATION FOR INDUSTRIAL PARK, AGRI-BUSINESS ACCESS, OR COMMUNITY ACCESS GRANT FUNDS

APPLICATION FOR:

INDUSTRIAL PARK/ AGRI-BUSINESS
(Check one)

COMMUNITY ACCESS

APPLICANT AND ADDRESS:
(Include unit of government)

City of Beresford
101 N. 3rd St.
Beresford, SD 57004

PROJECT LOCATION:

The project will be located starting at the corner of S. 7th Street and W. Maple St. which is adjacent to the Beresford High School Parking lot as well as the Bridges Community Center parking lot and continue S. until it connects with the paved portion of South 7th St. Latitude 43.0734187142 and -96.77995232.

PROJECT DESCRIPTION:

The City of Beresford seeks Community Access Grant funding to assist with roadway-eligible costs. 7th Street will give the community and bus access west of the Beresford schools if awarded. This project will pave the existing 7th Street dirt road to Maple Street. Paving 7th Street will create an additional paved road to access Beresford High School. The Department of Agriculture and Natural Resources is also funding this project. The 7th Street project was awarded on April 26, 2022. The project will install a new sewer and water main from 7th Street to an existing system from 298th Street to Maple Street.

Currently, the dirt road comes up from the south to Beresford Highschool, and during school events, large numbers of traffic coming in from the north and east to the Beresford High School. Paving the gravel/dirt road will give safer access for traffic to enter and exit near the school. In turn, having another road access from the south will provide Beresford High School with a safer bus route to the south. Currently, traffic has to access the school from the east on 13th Street and use narrow residential roads to gain access to the school.

THE APPLICANT CERTIFIES THAT:

To the best of my knowledge and belief, the information in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with all appropriate requirements if approved.

Nathan Anderson, Mayor (605) 763-2008
Name and Title (typed) Phone

Signature Date

APPLICATION PREPARED BY:

Harley Ferguson, Planner (605) 681-8135
Name and Title (typed) Phone

South Eastern Council of Governments 7/15/2023
Representing Date

Pat Carey, Civil Department Head (605) 692-6342
Name of Consultant (typed) Phone

Banner Associates, Inc 7/15/2023
Representing Date

COMMUNITY ACCESS GRANTS

1. PROJECT TITLE:
 (Town, streets, project termini)
 Seventh Street

2. PROJECT INFORMATION:

Project Length: 1,800 feet Population: 2,180 (2020 Decennial)

Existing roadway width: 40ft Wide No. of businesses effected: 2

Existing surfacing type: Partial gravel road and dirt road Is there a current state grant/loan associated with this project? Yes

Average Daily Traffic: Projected ADT = 50 on average Percent Trucks Projected 5%

Future maintenance is to be performed by: City of Beresford

Area of community to be served: indicate locations of schools/businesses, etc. (include a map): _____
 The project will serve the Beresford High School by providing an access road from the south.

Current roadway condition (general description): The current roadway is partially chip sealed and graveled from W. Maple St. turning into a dirt road going south towards 7th Street. The current roadway condition for local traffic is a chip sealed/gravel/dirt roadway that does not provide adequate safe access to the Bridges Community Center, High School football field and track complex and access to S. 7th Street.

3. PROJECT COSTS

NON-PARTICIPATING ITEMS		PARTICIPATING ITEMS	
UTILITIES	\$450,000	CONSTRUCTION	\$956,000
ENGINEERING	\$212,000	CONTINGENCIES	
OTHER			
TOTAL	\$662,000	TOTAL	\$956,000

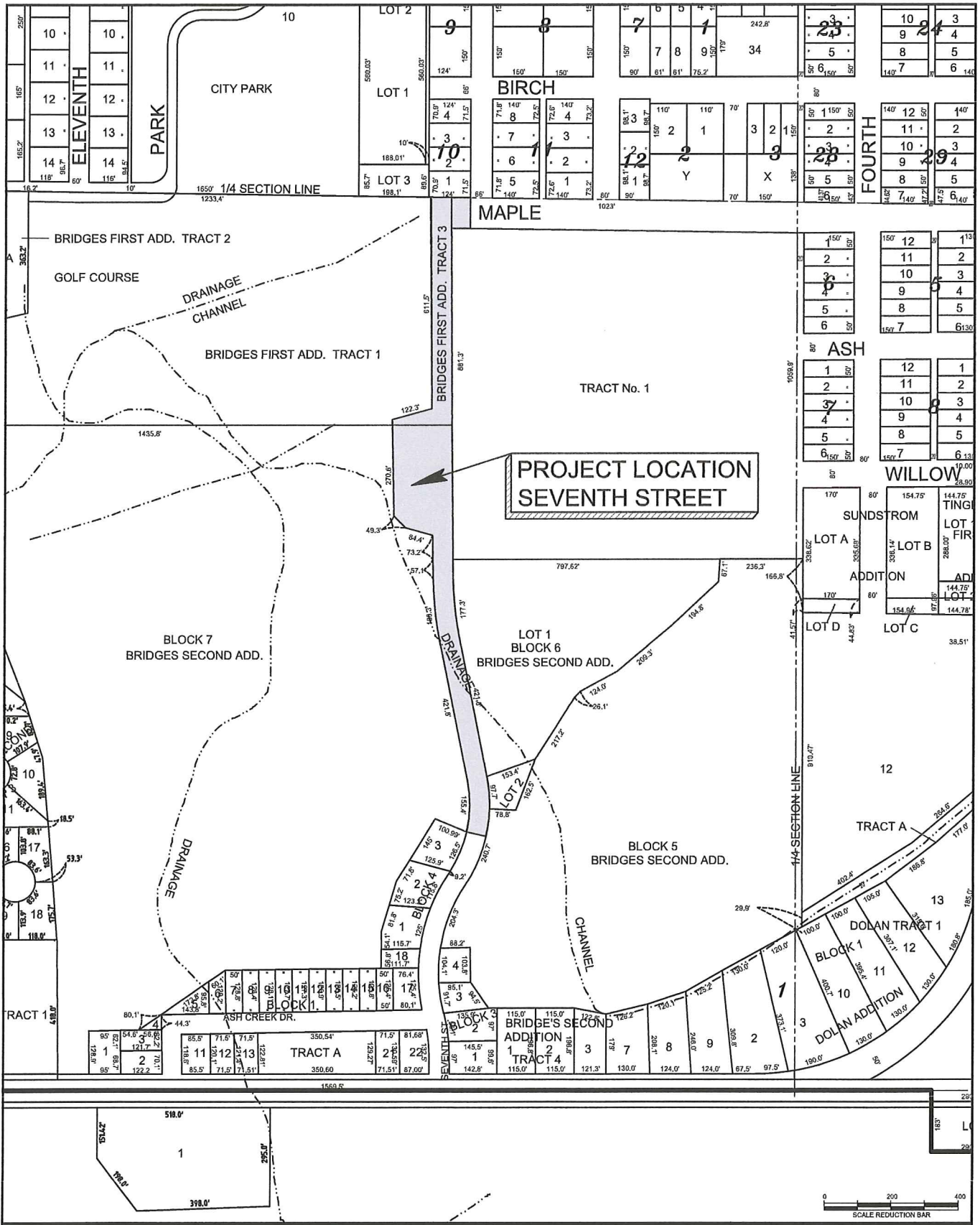
TOTAL PROJECT COST \$1,618,000

4. FUNDING OF PROJECT:

LOCAL	\$ 462,000 (City and School)
OTHER DANR	\$ 556,000
DOT (80% OF PARTICIPATING ITEMS)	\$ 600,000
Total:	\$ 1,618,000

Attach the following to the application:

- Map showing the location of the project
- Typical Section
- Cost estimate prepared by engineer
- Resolution of Support from the City Council or County Commission



BANNER
 engineering a better community
 www.bannerassociates.com
 Toll Free: 1.855.323.6342

PROJECT / SHEET TITLE:
SEVENTH STREET EXTENSION AND UTILITY IMPROVEMENTS
COMMUNITY ACCESS GRANT APPLICATION

CITY OF BERESFORD, SOUTH DAKOTA

TECHNICIAN:	SP
DESIGNER:	PJC
ENGI/ARCH:	PJC
JOB NO.:	24032.00
DATE:	MAY 2023
SHEET NO.:	1 OF 2



Beresford Middle School

Beresford High School

The Bridges at Beresford Golf Course and...

Beresford Watchdogs Football

St. Teresa of Avila

Ash Creek

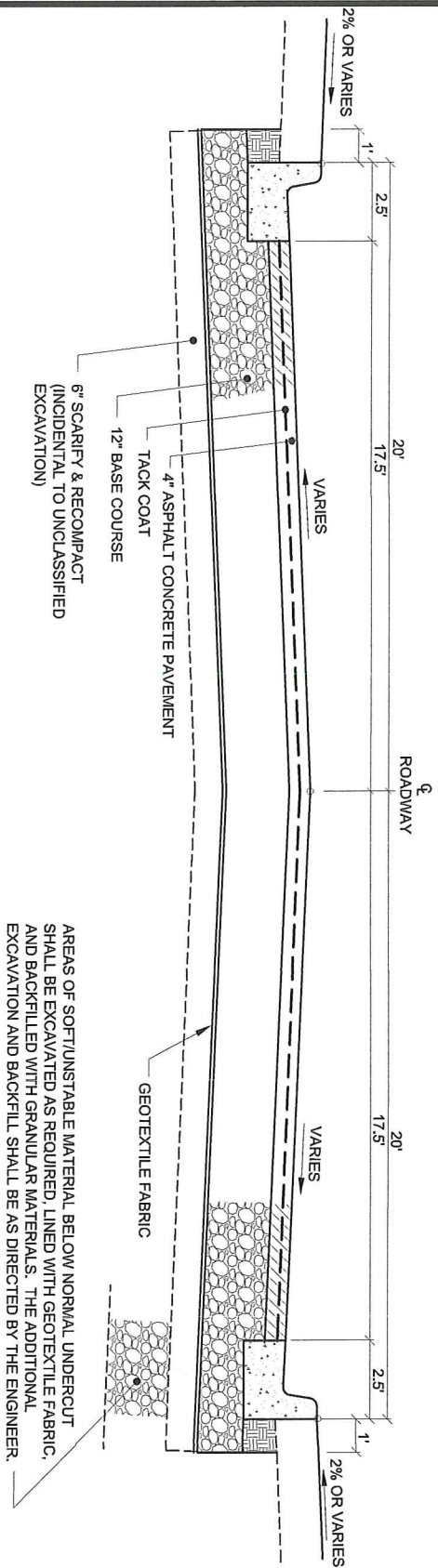
Ash Creek



Google Earth

Imagery Date: 8/29/2022 43°04'24.12" N 96°46'43.04" W elev 0 ft eye alt 2417 ft

1985



40' STREET TYPICAL SECTION
SCALE: NONE

Opinion of Probable Project Cost
Community Access Grant Application
Seventh Street Extension
Beresford, South Dakota
BAI No. 24032.00.00
May 2023



Project Description:
Seventh Street Roadway and Utility Extension

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL
ROADWAY CONSTRUCTION					
1	Mobilization	1	Lump Sum	\$124,275	\$124,275
2	Traffic Control	1	Lump Sum	\$5,000	\$5,000
3	Remove Bituminous Surfacing	1400	SY	\$5	\$7,000
4	Compaction - Moisture / Density Tests	10	Each	\$200	\$2,000
5	Granular Embedment	75	Ton	\$35	\$2,625
6	Riprap	50	Ton	\$100	\$5,000
7	Strip & Stockpile topsoil	1,700	CY	\$7	\$11,900
8	Unclassified Excavation	3,400	CY	\$10	\$34,000
9	Imported Embankment Material	3,000	CY	\$20	\$60,000
10	6" Scarify and Recompact	1,500	CY	\$5	\$7,500
11	Digout Excavation	500	CY	\$15	\$7,500
12	Subbase Foundation Aggregate	1,000	Ton	\$35	\$35,000
13	Topsoil Placement	1,700	CY	\$8	\$13,600
14	Silt Fence	300	LF	\$7	\$2,100
15	Temporary Vehicle Construction Entrance	2	Each	\$1,000	\$2,000
16	Concrete Washout Area	1	Each	\$500	\$500
17	Base Course	6,600	Ton	\$30	\$198,000
18	Geotextile Fabric	10,000	SY	\$4	\$40,000
19	Asphalt Concrete Surfacing	1,750	Ton	\$130	\$227,500
20	Asphalt Concrete Sampling and Testing	3	Each	\$500	\$1,500
21	Concrete Curb & Gutter	4,000	LF	\$24	\$96,000
22	Concrete Sampling and Testing	3	Each	\$500	\$1,500
23	Seeding and Surface Restoration	1	Lump Sum	\$20,000	\$20,000
24	24" Dia. RC Storm Sewer Pipe	250	LF	\$110	\$27,500
25	Drop Inlet	4	Each	\$5,000	\$20,000
26	24" Dia. RC Storm Sewer Flared End	4	Each	\$1,000	\$4,000
Subtotal for Roadway Construction =					\$956,000
WATERMAIN CONSTRUCTION					
27	Mobilization	1	Lump Sum	\$27,400	\$27,400
28	6" Dia. PVC Watermain	2,000	LF	\$50	\$100,000
29	6"x6" D.I. M.J. Fitting w/ Joint Restraints	11	Each	\$850	\$9,350
30	6" Gate Valve & Box w/ Joint Restraints	8	Each	\$2,500	\$20,000
31	Fire Hydrant w/ Joint Restraints	5	Each	\$6,000	\$30,000
32	Concrete for Thrust Blocks	15	CY	\$150	\$2,250
33	1" Water Service Connection	3	Each	\$1,500	\$4,500
34	Granular Embedment	500	Ton	\$35	\$17,500
35	Tracer Wire	2,000	LF	\$1	\$2,000
Subtotal for Watermain Construction =					\$213,000
SANITARY SEWER CONSTRUCTION					
36	Mobilization	1	Lump Sum	\$31,000	\$31,000
37	12" Dia. PVC SDR 35 Gravity Sewer Pipe	1,500	LF	\$70	\$105,000
38	8" Dia. PVC SDR 35 Gravity Sewer Pipe	60	LF	\$70	\$4,200
39	Sanitary Sewer Service Connection	3	Each	\$1,200	\$3,600
40	48" Dia. Sanitary Sewer Manhole	5	Each	\$6,000	\$30,000
41	Remove Lift Station	1	Lump Sum	\$15,000	\$15,000
42	Granular Embedment	580	Ton	\$40	\$23,200
43	Pipe Foundation Material	500	Ton	\$50	\$25,000
Subtotal for Sanitary Sewer Construction =					\$237,000
Opinion of Probable Construction Cost =					\$1,406,000
Design and Construction Phase Engineering:					\$212,000
Opinion of Probable Project Cost (May 2023) =					\$1,618,000

RESOLUTION NO 2023-06

A RESOLUTION AMENDING THE CITY'S RATE STRUCTURE, PROVIDING FOR A SURCHARGE FOR IMPROVEMENTS TO THE SEWER SYSTEM, FOR PAYMENT OF A REVENUE BORROWER BOND AND YEARLY REVIEW OF RATE

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

1. **Surcharge for Borrower Bond.** There shall be charged a monthly surcharge for the services provided by the improvement financed by the CW-04 Conservancy District Loan. The surcharge for each loan shall be segregated from other revenues of the City and shall be used for the payment of the Borrower Bond CW-04 (the "Borrower Bond"). Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements.

2. **Rates and collection.** The City does hereby establish a special charge or surcharge payable by each customer of its system who receives or benefits from the services of the project financed with the Borrower Bond. Such charge or surcharge shall be set at a level which, assuming a 10% delinquency rate, will produce income at the times and in amounts sufficient to pay when due the principal of and interest on the Borrower Bond and the administrative expense surcharge and all other payments as may be required under the loan agreement and Borrower Bond.

3. **Borrower Bond Surcharge.** The following clean water debt service surcharge shall be applicable to all customers served:

Borrower Bond CW-04 Surcharge: \$37.00 per user per month.

This surcharge shall remain in effect until such time as the revenue bond is paid in full. The initial surcharge shall be collected at the same time as other charges of the system. The surcharge is found to be equitable for the services provided by the improvements.

4. **Segregation.** The debt service surcharge shall be segregated from other income of the system in a separate book-keeping account and is pledged to the South Dakota Conservancy District for the payment of the loan payments on the Borrower Bond.

5. **Yearly review.** The amount of the surcharge shall be reviewed from year to year and may be modified in order to provide such funds as are set forth herein. The charges shall be reviewed yearly by City and administratively adjusted, upwards or downwards, to such amounts as may be necessary to pay principal, interest, administrative surcharge and other charges as may become due and owing under the loan agreement or Borrower Bond.

6. **Billing and Accounting.** The surcharges shall be included in the monthly user bill. Nothing contained herein requires the surcharge be indicated on the billing, however, the surcharge segregation shall be indicated on the books of the City.

7. **Automatic Repeal.** The surcharge for the Borrower Bond shall be automatically repealed when the Borrower Bond is paid in full.

8. **Partial Invalidity.** If any one or more of the provisions of the shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

Adopted this 5th day of June 2023

(SEAL)

Nathan Anderson
Mayor

ATTEST:

Elaine Johnson,
Finance Officer

Published: June 15, 2023

RESOLUTION NO 2023-07

A RESOLUTION AMENDING THE CITY'S RATE STRUCTURE, PROVIDING FOR A SURCHARGE FOR IMPROVEMENTS TO THE WATER SYSTEM, FOR PAYMENT OF A REVENUE BORROWER BOND AND YEARLY REVIEW OF RATE

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

1. **Surcharge for Borrower Bond.** There shall be charged a monthly surcharge for the services provided by the improvement financed by the DW-03 Conservancy District Loan. The surcharge for each loan shall be segregated from other revenues of the City and shall be used for the payment of the Borrower Bond DW-03 (the "Borrower Bond"). Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements.

2. **Rates and collection.** The City does hereby establish the special charge or surcharge payable by each customer of its system who receives or benefits from the services of the project financed with the Borrower Bond. Such charge or surcharge shall be set at a level which, assuming a 10% delinquency rate, will produce income at the times and in amounts sufficient to pay when due the principal of and interest on the Borrower Bond and the administrative expense surcharge and all other payments as may be required under the loan agreement and Borrower Bond.

3. **Borrower Bond Surcharge.** The following drinking water debt service surcharge shall be applicable to all customers served:

Borrower Bond DW-03 Surcharge: \$2.65 per user per month.

This surcharge shall remain in effect until such time as the revenue bond is paid in full. The initial surcharge shall be collected at the same time as other charges of the system. The surcharge is found to be equitable for the services provided by the improvements.

4. **Segregation.** The debt service surcharge shall be segregated from other income of the system in a separate book-keeping account and is pledged to the South Dakota Conservancy District for the payment of the loan payments on the Borrower Bond.

5. **Yearly review.** The amount of the surcharge shall be reviewed from year to year and may be modified in order to provide such funds as are set forth herein. The charges shall be reviewed yearly by City and administratively adjusted, upwards or downwards, to such amounts as may be necessary to pay principal, interest, administrative surcharge and other charges as may become due and owing under the loan agreement or Borrower Bond.

6. **Billing and Accounting.** The surcharges shall be included in the monthly user bill. Nothing contained herein requires the surcharge be indicated on the billing, however, the surcharge segregation shall be indicated on the books of the City.

7. **Automatic Repeal.** The surcharge for the Borrower Bond shall be automatically repealed when the Borrower Bond is paid in full.

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Adopted this 5th day of June 2023

(SEAL)

Nathan Anderson
Mayor

ATTEST:

Elaine Johnson
Finance Officer

Published: June 15, 2023

Jerry Zeimetz

From: Jerry Zeimetz
Sent: Friday, June 2, 2023 10:27 AM
To: Beresford Public Library; Nathan Anderson
Cc: elaine@bmtc.net
Subject: re: Library Board appointments

Jane and Nathan, Stehanie and Laura's terms expire this month. As soon as you can, let me know who you would like to appoint to these positions and I will add to the City Council Agenda for approval.

Library Board (3-year term)

Renee James	June, 2025	Stephanie Peterson	June, 2023
Natosha Schurch	June, 2025	Laura Hoelsing	June, 2023
Troy Boone (council member)	Annual Appt. in May	Ashley Halvorson	June, 2024,

CONCESSION STAND LEASE

This lease dated this ___ day of May, 2023, made by and between the City of Beresford, hereinafter referred to as "Landlord" and David and Marsha Nelson hereinafter referred to as "Tenant", witnesseth:

WHEREAS, Landlord owns and operates a municipal swimming pool in the City of Beresford, Union County, South Dakota; and

WHEREAS, as part of the pool facilities, a concession stand space is available to serve concessions to patrons using the Beresford swimming pool and parks; and

WHEREAS, Landlord is desirous of leasing said concession facilities to Tenant and Tenant is desirous of operating concessions within the swimming pool facilities;

NOW THEREFORE, it is hereby agreed as follows:

1. Term. The term of this lease shall be for the 2023 swimming pool season commencing upon the opening of the Beresford swimming pool and terminating at such time as the Beresford swimming pool is closed for the 2023 season.
2. Rent. As an incentive to Tenant to operate the concessions, Landlord shall pay to Tenant the sum of \$275.00 upon receipt of Tenant's Certificate of Insurance as required under this Lease. It is Landlord's intent to ensure that concessions are available to pool and park patrons without having to assume the responsibility for staffing and supplying the concessions for sale and therefore, no rent shall be due from Tenant.
3. Use. The parties hereto agree that the facilities to be leased and utilized by Tenant are attached to the bathhouse/community storm shelter. Certain items of personal property are included in this Lease and shall remain the property of Landlord. The parties agree to enter into a list of personal property to be supplied by Landlord. The space shall only be utilized for the operations of concessions during the swimming and park season.

4. Prohibited Acts. Tenant agrees Tenant shall not duplicate any keys provided by Landlord to access the concession stand. Tenant agrees to only use the concession stand during such hours as the swimming pool is in operation and open to the public. Tenant further agrees to operate the concession stand during all afternoon hours that the pool is open. Tenant shall not be required to be open during evening hours. Tenant may not use the keys provided to allow access to the swimming pool area at any time that the swimming pool is not open to the public and staffed.

5. Concessions to be Served. Tenant agrees that it shall not serve concessions for which a food service license is required by the South Dakota Department of Health. Hot dogs, nachos and pizza may be served, but other prepared/warm food items shall not be served.

Tenant agrees that the City of Beresford Park's Superintendent shall be entitled to approve all concessions to be sold at the concession stand. Prohibited items include chewing gum, sunflower seeds, small individually wrapped candies, and other items as designated by the Park Superintendent are prohibited. Compliance with these terms and serving of only accepted items by the Beresford Park Superintendent shall be an integral part of this lease agreement. A violation of the terms of this lease agreement could be cause for immediate termination by Landlord.

6. Cleanup of Grounds. Tenant agrees that it shall, at least daily, pickup all trash in and around the pool area. Landlord agrees to provide trash receptacles for collection of trash and is responsible for trash pickup services.

7. Utilities. Landlord agrees to pay utilities associated with the operation of the concession stand by Tenant.

8. Maintenance and Repairs. Tenant shall, during the term of this lease, keep the leased property and any items of personal property located therein in good working order, condition and repair. Tenant shall promptly notify Landlord in writing of any repairs which the Landlord shall be responsible for under the terms and conditions of this agreement. Landlord shall

be responsible for keeping the roof, exterior walls, foundation, sewer, plumbing, electrical and exterior in good repair, unless is it caused by the misuse or negligence of Tenant, its agents, employees or invitees.

9. Tenant Possession in Surrender. Landlord agrees that Tenant, upon paying the rents and complying with the terms and conditions of this lease shall peaceably and quietly have, hold and enjoy the rented property for the term of this lease.

Upon expiration of the term of this lease, unless renewed by agreement of the parties, Tenant shall surrender the property, real and personal, to Landlord in the same condition as received, ordinary wear and tear excepted. Tenant shall repair any damage to the property occasioned by Tenant's use thereof.

10. Landlord's Right of Entry. Landlord shall have the right to enter the property at reasonable times to view, examine and assure Tenant is compliant with the terms and conditions of this lease.
11. Insurance and Indemnity. Tenant agrees to provide liability insurance for activities that it conducts upon the premises and to name the City of Beresford as an additional insured under said policy of insurance. The insurance shall a minimum liability limit of \$500,000 per occurrence. A certificate of insurance shall be provided to the City of Beresford before Tenant begins operations of the concession area. Except for claims arising out of gross negligence of Landlord, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims arising from Tenant's use of the property, the conduct of Tenant's business and failure by Tenant to perform any covenants required to be performed by Tenant hereunder.
12. Default by Tenant. In the event of default by Tenant for breaching any of the terms and conditions of this lease agreement, Landlord may terminate the lease immediately if such breach is material. If the breach is not material, Tenant shall be provided written notice of any breach and shall cure said breach within three (3) business days of receiving such notice. A

failure to remedy any non-material breach with three (3) days shall be cause for immediate termination of this lease agreement by Landlord.

13. Non-Assignment. Tenant agrees it shall not assign its rights under this lease without the written permission of Landlord.
14. Staffing of Concession Stand. Tenant agrees that it shall be solely responsible for staffing the concession stand and that employees of Landlord may not be utilized to operate the concessions unless not on duty for Landlord and under the employment of Tenant at such times they are operating the concessions.
15. Taxes. Tenant shall be responsible for all costs of products sold at the concession stand and shall be responsible for any and all sales, employment and/or income taxes, if any, resulting from the operation of the concession stand.

Dated this ____ day of May, 2023.

Landlord:
City of Beresford

Tenant:
David & Marsha Nelson

By: _____
Mayor

David E. Nelson
David Nelson

ATTEST:

Marsha R. Nelson
Marsha Nelson

Finance Officer

Jerry Zeimetz

From: Elaine Johnson
Sent: Friday, June 2, 2023 10:53 AM
To: Jerry Zeimetz
Subject: 06/05/23 Council Agenda / Gerald Dahlin / Car Show

Jerry,

Please put on the 6/5/23 council agenda the request from Gerald Dahlin of DAD's Repair to close 16th Street from Main Street to Hemlock St on Saturday July 29th from approximately 8am – 4pm for the Car Show.

Thanks,

Elaine Johnson

City of Beresford / Finance Officer

101 N 3rd St. Beresford, SD 57004

(605) 763-2008

My email address has changed to elaine@beresfordsd.com

July 29, 2023

Block off 3rd Street off from the north side of Hemlock to the north side of Klassix parking lot. Also, have some fencing for the east end of the parking lot at First Savings Bank.

Time: I would like to have the stage set up by 5:00 pm so the band can set up. The band is done playing at 12:00 am, so the stage can be torn down around 1:00 am.

I would like to allow alcohol on the street from 5:00 pm to 1:00 am.

A handwritten signature in blue ink, appearing to read "A. [unclear] [unclear]". The signature is fluid and cursive, with a large loop at the end.

**NOTICE OF HEARING
APPLICATION FOR ONE DAY MALT BEVERAGE LICENSE**

CITY OF BERESFORD

Notice is hereby given that the following license application for temporary sale of Malt Beverages for the Beresford Area Chamber of Commerce on July 28, 2023 has been filed in the City Finance Office, Beresford, South Dakota.

One Day – Temporary Malt Beverage:

Beresford Area Chamber of Commerce

for Old Fashion Weekend (at Berg Auto Mall)

Parcel I: Tract 2 of Jet Service Center Addition to the City of Beresford, Union County, SD

Parcel II: Lot 1 of Phillips Tract No 1 in the West Half of the Northeast Quarter (W1/2NE1/4) of Section 6, Township 95 North, range 50 West of the 5th P.M. City of Beresford, Union County, SD.

A Public Hearing will be held on June 19th, 2023 at the Council Chambers, 103 N 3rd St. Beresford, SD at a City Council meeting, which convenes at 7:00 p.m.

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

Dated at Beresford, South Dakota this 5th day of June 2023.

Elaine Johnson, Finance Officer

Publish: June 8, 2023

Legal, One Time

Published at an approximate cost of \$ _____

Jerry Zeimetz

From: Elaine Johnson
Sent: Friday, June 2, 2023 3:35 PM
To: Jerry Zeimetz
Subject: 06/05/23 Council Agenda

Jerry,

Please add to the 6/5/23 council agenda to remove Rachel Johnson from probation and step increase from \$18.57/hr. to \$19.15/hr. effective June 5, 2023.

Thank you,

Elaine Johnson

City of Beresford / Finance Officer

101 N 3rd St. Beresford, SD 57004

(605) 763-2008

My email address has changed to elaine@beresfordsd.com

Jerry Zeimetz

From: Ben Reiter <ben.reiter@beresfordbridges.com>
Sent: Friday, June 2, 2023 3:01 PM
To: Jerry Zeimetz
Subject: [*EXT*]Bridges Hire

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, please add Dustin Maas to the agenda. He will be hired as outside service at minimum wage. - \$10.80

Thank you

--

Ben Reiter

GM / Head Golf Professional

The Bridges at Beresford

605-763-2202



City of Beresford Travel Voucher

Name: Austin Hansen

1. Destination & Location of Event: Deadwood, SD

2. Reason for travel: 2023 SDTA Annual Conference
(Meeting Agenda, Training Schedule or other supporting documentation must be attached.)

3. Place of departure: Beresford, SD

4. Departure time & date: Sunday August 20 2023

5. Arrival time & date: "Same as above"

6. Cost of Lodging: 159.00 per night

Departure from destination:

7. Departure time & date: Tues Aug 22, 2023

8. Arrival time & date: "Same as above"

Transportation:

Personal Vehicle:

Mileage claimed:
(Mileage reimbursement will be paid at the IRS Federal rate.)

City Owned Vehicle:

Commercial Transportation:

Cost of commercial transportation:

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

Signature: Date:

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

Approving Signature for Travel: Tomy H [Signature] 5/22/2023

Finance Officer Signature: Glaine Johnson

City of Beresford Travel Voucher

Name: Michael Meinzer

1. Destination & Location of Event: Worthington, MN

2. Reason for travel: Taser instructor course recertification
(Meeting Agenda, Training Schedule or other supporting documentation must be attached.)

3. Departure time & date: 6:30am 7-17-2023

4. Arrival time & date: 8am on 7-17-2023

5. Cost of Lodging: 0

6. Registration fee: \$495.00 pd w/MS WF CC

Departure from destination:

7. Departure time & date: 5pm 7-17-2023

8. Arrival time & date: 6:30pm

Transportation:

Personal Vehicle:

Mileage claimed:
(Mileage reimbursement will be paid at the IRS Federal rate.)

City Owned Vehicle: X

Commercial Transportation:

Cost of commercial transportation:

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

Signature: Michael Meinzer Date: 5-30-2023

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

Approving Signature for Travel: [Signature]

Finance Officer Signature: Glaine Johnson