

**BERESFORD CITY COUNCIL
REGULAR MEETING AGENDA
Monday, October 2, 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 –

[5] – Public Hearings – Request to vacate a portion of East Grant Street lying east of the North 3rd Street right of way in Beresford, Lincoln County, South Dakota

[6] – Visitors to be heard.

[7] – Committee/Mayor Report

[8] – Department Head and City Administrator Reports

[9] – Old Business

- Vacant Ward 3 Council Position
- Storage Building for new ballfields at Grace V. Nelson Park
- Request for Utility Easement Compensation
- Update on covered patio addition to Bridges Clubhouse/Event Center

[10] – New Business

- Review bid results for Beresford Wastewater Treatment Facility (WWTF) Improvements
- MMUA Safety Management Program Services Agreement
- Change Order #1 with Parkway Construction for Beresford Ballfield Addition
- Set Hearing Date for Malt Beverage (on-off sale) & SD Wine License for Kave Rose, 105 N. 3rd St.
- Request to promote Jennifer Clever to Childrens Librarian with pay increase from \$15.30/hr. to \$15.98/hr.
- Step pay increase for Police Officer Colton Laubach to \$23.71/hr.
- Resolution 2023-13 – A resolution to transfer a portion of Ende Tract 1 to the Beresford Economic Development Corporation

[11] – Discussion & Information Items

[12] – Approval of Travel Requests

[13] – Payment of Bills

[14] – Executive Session – proprietary

[15] – Adjournment

Welcome to your City Council Meeting

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

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

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

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

Topic: Beresford City Council Meeting

Time: October 2, 2023, 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 8410157004

Passcode: Beresford

Dial by your location

+1-253-205-0468 US

BERESFORD CITY COUNCIL
Monday, September 18, 2023

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

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

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

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

Approve Minutes: A motion was made by Seeley, second by Roelke, to approve the meeting minutes from September 5, 2023. All present Council members voted aye; motion carried.

Department Head and City Administrator Reports:

Elaine Johnson – Finance Officer: Johnson highlighted some of the expenditures and receipts from the August, 2023 financial report. She noted that interest earned on SDFIT was a new record high, as well as receipts from the Bridges Event Center. Schott made a motion to accept the August, 2023 financial reports. Tiedeman seconded the motion and all present Council members voted aye; motion carried.

New Business

Resolution 2023-12: A motion was made by Schott, second by Boone, to approve Resolution 2023-12, A Resolution of Appreciation for Council Member Teresa Sveeggen. All present Council members voted aye; motion carried.

RESOLUTION 2023-12

A RESOLUTION OF APPRECIATION FOR COUNCIL MEMBER TERESA SVEEGGEN

WHEREAS for 9 years 5 months, Teresa Sveeggen faithfully served as a member of the Beresford City Council; and

WHEREAS during her tenure on the Council, her fellow Council members selected her to serve as the Council President for 9 months; and

WHEREAS during her tenure on the Council, her fellow Council members selected her to serve as Vice-President 1 year 7 months; and

WHEREAS during her tenure on the Council, her fellow Council members selected her to serve as Beresford Cablevision President 5 years 7 months; and

WHEREAS Council member Sveeggen has given up a tremendous amount of her own time to serve on numerous council committees; Finance & Utilities, Parks, Pool, Recreation & Education, Public Safety, Board Member for Community Education, Mayoral Advisory and Policy & Procedures Committee; and

WHEREAS while Council member Sveeggen's presence will be missed, she will forever be a friend to the City of Beresford.

NOW, THEREFORE, BE IT RESOLVED that the City of Beresford City Council extends heartfelt and sincere appreciation for Council member Sveeggen's dedicated service representing the citizens of Beresford.

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

Adopted this 18th day of September 2023.

Nathan Anderson, Mayor

ATTEST:

Elaine Johnson, Finance Officer

Vacant Ward 3 Council Position: Mayor Anderson reported he doesn't have a recommendation at this time to fill the vacant position.

Executive Session: At 7:09 p.m. a motion was made by Tiedeman, second by Boone, to enter into Executive Session for contract discussion. Mayor Anderson declared Council out of Executive Session at 7:43 p.m.

Real Estate Purchase Agreement: Tiedeman made a motion to authorize Mayor Anderson to act as agent to execute the real estate purchase agreement with First Dakota National Bank. The motion was seconded by Schott and all present Council members voted aye; motion carried.

Review Quotes: Discussion was held on quotes received for a 40'x80' storage building for the new Grace V. Nelson ballfield complex. It was decided more information is needed before a decision is made.

Surplus Property: A motion was made by Boone, second by Roelke, to declare the Police Department's 2015 Dodge Ram 1500 and 2008 Ford Crown Victoria as surplus for sale at auction. All present Council members voted aye; motion carried.

Request for utility easement compensation: Discussion was tabled until a future meeting.

2024 Tax Levy Certification: Following explanation, Tiedeman made a motion to authorize filing the 2024 Tax Levy Certification with Union and Lincoln County Auditors. The motion was seconded by Boone and all present Council members voted aye; motion carried.

Warranty Deed: A motion was made by Boone, second by Roelke, to execute the warranty deed with WAPA for the substation. The motion was seconded by Roelke, all present Council members voted aye; motion carried.

Discussion and Information Items:

Beresford Public Library 100th Anniversary: Council received an invitation for events planned for the 100th anniversary of the Beresford Public Library.

Approval of Travel Requests:

A motion was made by Boone, second by Roelke, to approve the following travel request. All present Council members voted aye; motion carried.

- 2023 Risk and Safety Conference, Pierre, Nov. 1-2, Johnson, Zeimetz, Antonson, Kropuenske, Thompson & Ganschow

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

A-1 Portable Toilets, rental, \$145.00; Aaron's Pro Window Cleaning, service, \$70.00; Appeara, service, \$1186.71; Azar Comp. Software Serv., digital service center, \$250.00; Baker & Taylor, books, \$609.89; Bally Sports North, affiliate fees, \$2763.61; Banner Assoc., engineering, \$20,354.70; Beal Dist., beer, \$1282.60; Bierschbach Equip., repair, \$26.26; Big 10, affiliate fees, \$129.94; Blue360 Media, book, \$97.95; Border States Elec., resale, \$257.39; Cengage Learning, book, \$25.59; CenturyLink, 911 circuit, \$108.87; Certified Laboratories, supplies, \$833.09; Chesterman, resale, \$548.24;

City of SF Public Works, tipping fees, \$5168.90; Core & Main, supplies, \$643.16; Dakota Beverage, beer, \$2150.20; Demco, supplies, \$83.06; Karla Escobar, refund, \$112.90; Express Comm., CBOL settlement, \$1423.00; FARR Tech., engineering fees, \$612.50; Ferguson Waterworks, supplies, \$406.45; First Dakota Title, earnest money, \$5000.00; Frantzen Reporting, transcription fee, \$47.50; Frieberg, Nelson & Ask, city attorney, \$1750.00; Galls, clothing, \$26.07; GT Golf Supplies, golf merch, \$110.00; A Hansen, conference \$70.00; T Harris, conference, \$70.00; Heartland Pymt Systems, CC fees, \$2500.58;

Heiman, supplies, \$2010.35; High Plains Tech., software, \$185.50; Hillyard, supplies, \$1292.98; iconective, operating expense, \$377.70; Interstate TRS, TRS fund, \$342.75; Johnsen H&C, service, \$100.00; Johnson Bros., liquor, \$1457.90; K&M Tire, tires, \$2129.52; KCL Group Benefits, insurance, \$142.50; Kyle Kleinschmit, clothing, \$112.99; Tony Laurvick, clothing, \$247.94; Library of Congress, copyright fee, \$616.34; Michael Todd, repair, \$7639.68; Mid America Computer Corp, billing fees, \$2847.48; MidAmerican Energy, natural gas, \$679.16; Midwest Alarm, alarm monitoring, \$160.35;

Midwest Tape, audiobooks, \$756.58; Modular Protection, fire protection system, \$890.00; Nelson Auto Center, PD car, \$47,070.00; New Century Press, publishing, \$275.52; Nexstar Broadcasting, affiliate fees, \$2904.64; Northern Plains Lumber, ballfield add'n, \$291.55; Olson's Pest Tech., service, \$280.00; Performance Foodservice, food, \$2667.17; Poseidon, supplies, \$3470.00; Ben Reiter, mileage, \$106.25; Republic Nat'l Dist., liquor, \$631.81; Rivistas, subscription, \$1225.21; Roo's Sanitation, disposal service, \$5292.00; Rovi Guides, guides, \$721.23; SD DMV, title, \$26.70;

SD State Treas., telecom relay service, \$40.25; SDN Comm., lease line expense, \$7712.86; Simplot Grower Solutions, chemicals, \$1300.98; Sioux Valley News, advertising, \$150.00; Stuart C Irby Co., supplies, \$1330.00; Sturdevant's Auto, parts, \$54.12; Transource, parts, \$654.92; TSR Plumbing, service, \$3211.17; USAC, schools & libraries, \$1370.71; Vantage Point, CALEA, \$160.00; Verizon, cell phone service, \$966.61; Washington Nat'l Ins., insurance, \$84.30; Wellmark BC/BS, insurance, \$45,358.61; Wells Fargo, CC charges, \$1327.19; WESCO, pipe, \$2688.00; Wholesale Supply, supplies, \$905.55.

Adjournment: Having no further business, Mayor Anderson adjourned the meeting at 8:04 p.m.

Elaine Johnson, Finance Officer
Recorded by Kathy Stuessi

NOTICE OF HEARING
ON
VACATION OF PORTION OF PUBLIC RIGHT OF WAY
CITY OF BERESFORD, SD

Notice is hereby given that the Beresford City Council will conduct a public hearing on the following request for the vacation of a portion of the following described public right of way.

REQUESTED BY: Arthur J. Leifgen Trust, Sharon Hustrulid, Trustee

LEGAL DESCRIPTION OF PROPERTY: That portion of East Grant Street lying east of the North 3rd Street right of way in Beresford, Lincoln County South Dakota consisting right-of-way which abuts and is adjacent to the following parcels;

Lot 1, Block 11, Armour's Addition to the City of Beresford, Lincoln County, South Dakota; and

All of Block 15, Armour's Addition to the City of Beresford, Lincoln County, South Dakota.

Said hearing will be held on Monday, October 2, 2023 in the Beresford City Council Chambers, 103 N. 3rd St. in conjunction with the regular City Council meeting, which commences at 7:00 P.M.

Jerry Zeimetz
City Administrator

Pub. Data:
Two Times - Sept. 7 and Sept. 14, 2023

PETITION TO VACATE STREET RIGHT OF WAY

Comes now, the undersigned, being the owner of the real property abutting upon both sides of Grant Street lying East of the North 3rd Street right of way and consisting of the following parcels;

Lot 1, Block 11, Armour's Addition to the City of Beresford, Lincoln County, South Dakota; and

All of Block 15, Armour's Addition to the City of Beresford, Lincoln County, South Dakota.

The undersigned petitioner is the record owner in all of the parcels described above and all property adjoining and abutting said Grant Street that is requested to be vacated.

The reasons for vacation of said street as described hereinabove and as requested herein are that the street has not been used at anytime during a period of 20 years preceding this request as a street and that the owner of parcels abutting both sides thereof consent to the vacation of said street.

Further, the right of way dissects the property of the petitioner, and the petitioner has maintained the property by mowing the same for the period of more than 20 years preceding this request.

The undersigned is the owner of all land adjoining and abutting said street and makes this request of the Beresford City Council to adopt a resolution vacating said street according to this petition and as authorized by SDCL 9-45-10.

Dated this 25th day of August, 2023.

Arthur J. Leifgen Trust

Sharon Hustrulid, Trustee
By: Sharon Hustrulid, Trustee

STATE OF SOUTH DAKOTA)
 : SS
 COUNTY OF UNION)

Sharon Hustrulid, Trustee of the Arthur J. Leifgen Trust, being duly sworn, depose and say: That they have read the foregoing Consent to Petition to Vacate Street Right of Way and know the contents thereof; that the same is true of their own knowledge except as to the matters therein stated on information and belief, and as to those matters, they believe it to be true.

Dated this 25th day of August, 2023.

Arthur J. Leifgen Trust

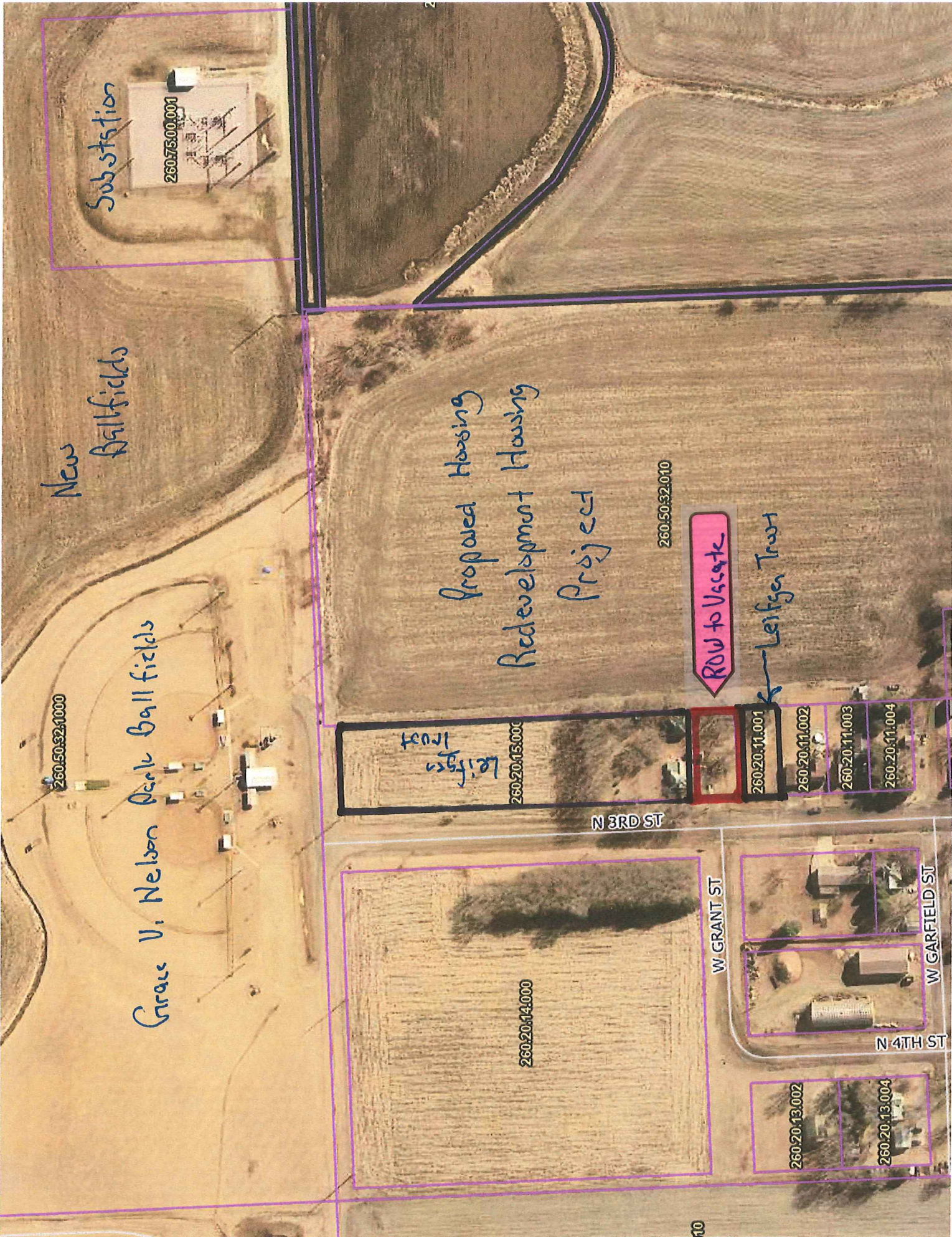
Sharon Hustrulid, Trustee
 By: Sharon Hustrulid, Trustee

Subscribed and sworn to before me this 25th day of August, 2023.

Elaine Johnson

Notary Public, South Dakota
 My commission expires: September 24, 2026





Substation

260-7300-001

New Ballfields

Grass V. Nelson Park Ballfields

260-50-32-1000

Proposed Housing
Redevelopment Housing
Project

260-50-32-010

ROW to Vasata

Leifiga Truot

Leifiga Truot

260-20-15-000

260-20-11-001

260-20-11-002

260-20-11-003

260-20-11-004

N 3RD ST

260-20-14-000

W GRANT ST

N 4TH ST

W GARFIELD ST

260-20-13-002

260-20-13-004



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

September 28, 2023

Jerry Zeimetz, City Administrator
 City of Beresford
 101 N. 3rd Street
 Beresford, SD 57004

RE: Bid Results for Beresford Wastewater Treatment Facility (WWTF) Improvements

Dear Mr. Zeimetz and City Council:

On September 26, 2023, the City of Beresford held a bid opening for the Beresford Wastewater Treatment Facilities (WWTF) Improvements project. The work for this project involves:

- Construction of new rock-bed, Submerged Aerated Growth Reactor (SAGR);
- Precast concrete blower building housing blowers, process air piping & valves, electrical equipment, and control panels;
- Modifications to pond transfer structures
- Site grading and utilities;
- All other miscellaneous work required not herein mentioned but inferred from the construction contract documents.

Six (6) bids were received by the City of Beresford and were opened and read aloud by Banner Associates, Inc. The Engineer’s Opinion of Cost for the bid was \$7,100,000. The bids ranged from \$6,850,000.00 to \$8,400,000.00 as shown on the attached Bid Tab. All six bids received were accompanied by a 10% Bid Bond and acknowledged the receipt of Addendum #1 on the Bid Form.

SiteWorks Inc of Sioux Falls, South Dakota is deemed to be the low, responsive, responsible Bidder for the City Council to consider for award in the amount of \$6,850,000.00.

The City has been awarded \$14,463,000.00 in project funding to date, see table below for additional details.

State ARPA Grant	\$5,177,347
Clean water SRF loan (30 years at 2.125%)	\$9,258,653
Total Funding Received	\$14,463,000

Of the total project funding, over one third is being provided as a grant with the rest provided as low-interest loan. Of that loan, \$134,653 is eligible for principal forgiveness. It should be noted that the above costs do not take into account a portion of the seventh street utility extension, which had an engineer’s opinion of cost of \$672,000 and was funded fully as an SRF loan. If this loan were included, the city’s total funding received is \$15,242,653.



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The funds not utilized for the WWTF Improvements project will be directed to the sanitary sewer improvements that will be bid at a later date. It is recommended that the city allow for a contingency on the WWTF Improvements project in the likelihood that a change order occurs during construction due to an unforeseen issue, omission, or city request.

The City Council should consider awarding the WWTF Improvement project in the amount of \$6,850,000.00 to Siteworks, Inc. at their October 2, 2023, meeting.

If you have any questions or would like to discuss this letter in more detail, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Tanya L. Miller".

Tanya Miller, PE
Banner Associates, Inc.

Enc.

Cc: Elaine Johnson, Finance Officer, City of Beresford
Christa DeVries, PE, Project Engineer, Banner Associates
Pat Carey, PE, Department Head, Banner Associates

BID TAB



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

PROJECT: Beresford Wastewater Treatment Facility (WWTF) Improvements - 2023

Beresford, South Dakota

BAI 23228.00

CERTIFIED BY: Tanya L. Miller

BID OPENING Time & Date: September 26, 2023 2:00 PM CT

BID OPENING Location: Beresford City Hall

DATE: 9/26/23

Bidder Number	Bidder's Name and Address	Bid Security	Acknowledged Addendum (1 issued)	Total Lump Sum Base Bid
1	Siteworks, LLC 6605 E33rd Street Sioux Falls, SD 57110	Yes	Yes	\$6,850,000.00
2	Gridor Construction, Inc. 3990 27th Street SE Buffalo, MN 55313	Yes	Yes	\$6,948,000.00
3	Christianson Construction Company 1138 Mill Road Pender, NE 68047	Yes	Yes	\$7,087,000.00
4	RP Constructors, LLC 1270 S Derby Lane North Sioux City, SD 57049	Yes	Yes	\$7,987,922.00
5	AB Contracting, LLC 23930 470th Avenue Colman, SD 57017	Yes	Yes	\$8,400,000.00
6	Alliance Construction, LLC PO Box 88136 Sioux Fall, SD 57109	Yes	Yes	\$8,400,000.00

NOTICE OF AWARD

Date of Issuance: October 2, 2023
Owner: City of Beresford Owner's Project No.:
Engineer: Banner Associates, Inc. Engineer's Project No.: 23228.00
Project: Beresford Wastewater Treatment Facility Improvements
Contract Name: Beresford Wastewater Treatment Facility Improvements
Bidder: Siteworks, Inc.
Bidder's Address: Siteworks, Inc., 6605 E33rd Street, Sioux Falls, SD 57110

You are notified that Owner has accepted your Bid dated September 26, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **Beresford Wastewater Treatment Facility (WWTF) Improvements**

The Contract Price of the awarded Contract is **\$6,850,000.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five (5) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner **five (5)** counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
- 3. Other conditions precedent (if any): **None.**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Beresford, South Dakota**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer



*To unify, support, and serve
as a common voice for municipal utilities*

September 15, 2023

Dear Valued Member,

Thank you for your support and on-going participation in MMUA's Safety Management Program.

As mentioned in the letter we sent out earlier this month, we will be adjusting our fiscal year beginning in 2025; therefore, all agreements will be dated and in force from October 1, 2023, through December 31, 2024. Going forward, contracts will automatically renew annually on January 1 unless amended. We hope this will be a more convenient process in the future.

Included with this letter is the contract. Please sign and return it to Larry Pederson at MMUA with a copy of your certificate of insurance that meets the requirements as indicated in Part IV of the contract. Upon receipt of these items, we will send you the fully executed contract.

Also enclosed please find our Overview of Safety Management Tiers. If you are interested in adding days of service to your contract, please let us know at your earliest convenience.

If you have questions, please contact me at 612-802-8474.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Willetts".

Mike Willetts
Director of Training and Safety
Cell: 612-802-8474
mwilletts@mmua.org

NOTE: The enclosed agreement was updated slightly to correct typographical and spacing issues from the one that was emailed to you on September 16.

3131 Fernbrook Lane N., Suite 200 | Plymouth, MN 55447-5337

Phone 763.551.1230 Toll-Free 800.422.0119 Fax 763.551.0459

mmua.org



SERVICES AGREEMENT

Date: September 15, 2023

Contract No. 112-2024

Safety Management Services

This Services Agreement (the "Agreement") is made as of October 1, 2023, between the Minnesota Municipal Utilities Association (MMUA) and the City of Beresford, each a "Party" and collectively, the "Parties."

PART I – Scope of Services

PART II – Duration / Amendment / Renewal

PART III – Obligations

PART IV – Standard Terms and Conditions

The terms of this Agreement are hereby accepted by the Parties.

City of Beresford

Minnesota Municipal Utilities Association

By _____

By _____

Title _____

Title Chief Executive Officer

Date _____

Date _____

PO # _____

PART I – SCOPE OF SERVICES

MMUA will provide/deliver for the term of this Agreement:

1. The services of a person engaged by MMUA, in the capacity of Regional Safety Coordinator.
2. The assigned Regional Safety Coordinator will:
 - a. Plan, organize and/or conduct regular monthly safety meetings at City of Beresford.
 - b. Develop and maintain a standard safety management record keeping and reporting system at City of Beresford.
 - c. The record system will include (check those covered by this Agreement):
 - _____ Required OSHA records
 - _____ Required DOT records
 - _____ Required ADA records
 - _____ Provide written program
 - _____ Provide annual site inspection
 - _____ Provide interpretation and clarification of OSHA rules.
 - d. Visit City of Beresford unless circumstances lend a different location approved by City of Beresford management (collectively, the "Services").
 - Tier service level: 2
 - Number of days per year: 12
3. The Services will be provided in the following departments:
 - a. _____ # of employees _____
 - b. _____ # of employees _____
 - c. _____ # of employees _____
 - d. _____ # of employees _____
 - e. _____ # of employees _____

PART II – TERM/ RENEWAL/ AMENDMENT

1. **TERM/RENEWAL:** This Agreement shall remain in force from October 1, 2023 until December 31, 2024. Thereafter, it shall continue automatically for successive twelve-month calendar year periods unless terminated by either Party providing written notice at least sixty (60) days in advance of the end of the then-current term.
2. **AMENDMENT:** This Agreement may be amended or modified upon the mutual agreement of both Parties but only if in writing, signed by the Parties, dated, and appended to this Agreement.

PART III – OBLIGATIONS

1. COMPENSATION: For the Services, City of Beresford shall pay MMUA an annual fee of \$14,929.95 in the first year. Such compensation shall be due and payable according to the selected payment terms below.

Payment terms for the fee agreed to above shall be based on one of the following options (select one):

- Full 15-month payment (October 1, 2023 to December 31, 2024) (\$18,662.00), contract amount will be billed on an annual basis thereafter, consistent with the amount communicated by MMUA each September as described below.
- Annual payment (\$14,929.95)
- Quarterly payments (\$3,732.40 each)

For any term less than twelve (12) full calendar months, the fee shall be a portion of the annual fee, pro-rated based on the number of calendar months or partial calendar months in which the Services are provided as a percentage of twelve (12).

For years after the first year, the annual fee will be adjusted to reflect the cost of the Services for the coming twelve-month period. This fee will be set by the MMUA Board of Directors and provided to City of Beresford in a written notice within 30 days of the Board's action.

2. OTHER CITY OBLIGATIONS:

- Provide workspace for Regional Safety Coordinator when on-site.
- Provide clerical support for Regional Safety Coordinator.
- Schedule participation of employees in regular safety meetings.
- Provide the required training for employees as recommended by the Regional Safety Coordinator.
- Provide to MMUA in a timely manner any information MMUA indicates is needed to perform the services hereunder. MMUA may rely on the accuracy of information provided by City of Beresford and its representatives.
- Provide annual written evaluation of services of MMUA and its Regional Safety Coordinator.

3. MMUA OBLIGATIONS:

- Employ, assign, and supervise Regional Safety Coordinator.
- Plan, organize, and/or conduct regular monthly safety meetings on-site.
- Develop and maintain a standard safety management record keeping and reporting system on-site, including required OSHA records, required DOT records, required ADA records, and maintenance of safety manuals.
- Monitor safety training/certificate/licensure requirements, and recommend needed training.
- Prepare or oversee the preparation of required state and federal reports related to OSHA, DOT, and ADA compliance.
- Document safety meetings and training provided.
- Provide a standard interpretation of laws, rules, and regulations pertaining to safety management.

PART IV – STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** In performing the Services, MMUA is an independent contractor and shall not be considered an employee, agent, partner, joint venturer, or representative of City of Beresford for any purpose.
2. **STANDARD OF CARE:** City of Beresford acknowledges that MMUA undertakes to provide the Services to City of Beresford as a member of MMUA and, similarly to other members of MMUA, consistent with its nonprofit purpose and that in so doing, MMUA affords to City of Beresford a convenience, cost savings, and efficiency otherwise not available to City of Beresford from other service providers. City of Beresford acknowledges that MMUA will exercise its best efforts to perform the Services in accordance with current rules and practices but also acknowledges that the ultimate responsibility for an interpretation of law lies with City of Beresford and its attorney and that the application of such law and of the appropriate methods and practices also lies with City of Beresford in the exercise of its best judgment with reasonable and due regard for the safety of its employees and other third persons. MMUA assumes no responsibility under this Agreement other than to render the Services in good faith. It shall not be responsible for any action of City of Beresford, its agents, or employees.
3. **SCOPE AND SCHEDULE CHANGES:** The fees agreed to in Part III constitute MMUA's estimate of the effort and charges required to perform the Services. Any services not expressly set forth in this Agreement are excluded from the obligations of MMUA. If MMUA is delayed in performing the Services by any act of war, force majeure, or other circumstance beyond its control, then the schedule of performance shall be extended for the number of days as the occurrence delays performance, and the compensation limits under the Agreement shall be equitably adjusted, if necessary, to compensate MMUA for any additional costs due to the delay.
4. **BENEFICIARY.** The Services are solely for the benefit of City of Beresford. Nothing contained in this Agreement shall create any duties, liabilities, or obligations on the part of MMUA toward any person other than City of Beresford.
5. **FINANCING CHARGES FOR LATE PAYMENTS:** If City of Beresford fails to pay undisputed invoiced amounts within thirty (30) days after delivery of invoice, additional charges shall become due and payable at a rate of 1½ percent per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid amounts. All payments shall first be credited against any accrued interest. If City of Beresford fails to pay invoiced amounts within sixty (60) days after delivery of invoice, MMUA in its sole discretion may suspend the Services without incurring any liability or waiving any right established hereunder or by law.
6. **WORK PRODUCT:** City of Beresford shall preserve and protect MMUA's proprietary and copyright interests, rights, and privileges with respect to works of general application provided by MMUA to City of Beresford. The Parties may use and duplicate materials developed by MMUA specifically for City of Beresford pursuant to this Agreement without obligation of royalty or first seeking consent.
7. **INSURANCE:** Each Party shall procure and maintain at its own expense the following minimum insurance coverages to be in force for the duration of this Agreement:

- a. General Liability. Commercial General Liability Insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Each Party shall endorse as additional insureds the other Party, its respective elected and appointed officials, employees, and agents, on its policy.
 - b. Automobile Liability. Business automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.
 - c. Professional (Errors and Omissions) Liability. Professional Liability Insurance for all claims a Party may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to this Agreement. Each Party shall carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. If such insurance is discontinued, extended reporting period/tail coverage must be obtained by the Party to fulfill this requirement.
 - d. Workers' Compensation. Each Party shall maintain Workers' Compensation insurance for all its respective employees in accordance with the statutory requirements of the State of Minnesota and/or the state(s) in which City of Beresford is legally obligated to carry such insurance. Each Party shall also carry Employers' Liability Coverage with minimum limits as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident
 - e. Additional Insurance Conditions.
 - i. Each Party shall deliver to the other Party a Certificate of Insurance as evidence that the above coverages are in full force and effect no later than the first day on which service is to commence or December 31, 2023, whichever comes later.
 - ii. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. In that case, the other Party must be named as an additional insured on any umbrella/excess policy held by the other in fulfillment of this requirement.
 - iii. The policies held by each Party shall be primary insurance and non-contributory to any other valid and collectible insurance available with respect to any claim arising out of the Services.
8. MUTUAL INDEMNIFICATION: To the fullest extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party, its respective employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of the other Party's negligence, performance, or failure to perform its obligations under this Agreement. The indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by a Party, or anyone for whose acts the Party may be liable. The obligations in this section shall survive the completion or termination of this Agreement.

9. DISPUTE RESOLUTION: In the event that a dispute arises between the Parties as to the interpretation or performance of this Agreement, then upon written request of either Party, representatives with settlement authority for each Party shall meet and confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they shall make every effort to settle the dispute through mediation or other alternative dispute resolution methods. If the Parties are unable to resolve the dispute through these methods, either Party may commence an action in Hennepin County District Court.
10. ENTIRE AGREEMENT; HEADINGS: This Agreement constitutes the entire understanding and agreement of the Parties, and any and all prior agreements, oral discussions, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. Headings are for convenience and are not a part of this Agreement.
11. CHOICE OF LAW: The laws of the state of Minnesota shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.
12. ASSIGNMENT: This Agreement will inure to the benefit of the Parties hereto and shall be binding on them and their respective legal representatives, successors, and assigns. Provided, however, neither Party hereto may assign any of its rights herein to any person without the prior written consent of the other Party.
13. DRAFTING: The Parties agree that they participated equally in, and are jointly responsible for, the drafting of this Agreement. In the event of any dispute, any ambiguity in this Agreement shall not be construed against either Party.
14. COUNTERPARTS: This Agreement may be executed in counterpart copies by the Parties and each counterpart, when taken together with the other, shall be deemed one and the same executed Agreement.

Overview of Safety Management Tiers

	Tier 1 - Compliance/Mentorship	Tier 2 - Competency	Tier 3 - Comprehensive
Options	6 Service Days Per Year (Every Other Month)	1 - 3 Service Days Per Month	> 3 Service Days Per Month
Time			
Included (as time allows)*	<ul style="list-style-type: none"> 1. Written Safety Manual Development and Maintenance <ul style="list-style-type: none"> - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment 2. Group Employee Training (in person or virtual) 3. Annual Safety Training Calendar 4. Standardized Safety Program Filing and File Management 	<ul style="list-style-type: none"> 1. Written Safety Manual Development and Maintenance <ul style="list-style-type: none"> - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment 2. Group Employee Training (in person or virtual) 3. CPR/AED/First Aid Training 4. Annual Safety Training Calendar 5. Standardized Safety Program Filing and File Management 6. Facility Safety Audit - Mock OSHA Inspection with Report 7. Worksite Safety Audit - Mock OSHA Inspection with Report 8. Worksite Training 9. Safety Grant Development and Support 10. Accident Investigation 11. OSHA Inspection Support Services 12. Limited Classic Training <ul style="list-style-type: none"> - Choose up to 5 options from MMUA's list of Classic Training Options 	<ul style="list-style-type: none"> 1. Written Safety Manual Development and Maintenance <ul style="list-style-type: none"> - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment 2. Group Employee Training (in person or virtual) 3. CPR/AED/First Aid Training 4. Annual Safety Training Calendar 5. Standardized Safety Program Filing and File Management 6. Facility Safety Audit - Mock OSHA Inspection with Report 7. Worksite Safety Audit - Mock OSHA Inspection with Report 8. Worksite Training 9. Safety Grant Development and Support 10. Accident Investigation 11. OSHA Inspection Support Services 12. Unlimited Classic Training <ul style="list-style-type: none"> - Choose an unlimited number of options from MMUA's list of Classic Training Options 13. Unlimited Technical Training <ul style="list-style-type: none"> - Choose an unlimited number of options from MMUA's list of Technical Training Options

*Included offerings are subject to number of days contracted. MMUA's role as a safety partner does not guarantee compliance or competency.



Banner Associates, Inc.
409 22nd Avenue South
Brookings, SD 57006
Tel 605 692 6342
Toll Free 855 323 6342
www.banner-associates.com

REQUEST FOR PROPOSAL (RFP)

RFP# 1

DATE: July 24, 2023

TO: Parkway Construction
Tes, SD

RE: Beresford Ballfield Addition
Beresford, SD

Attn: Tony Brown:

Please submit an itemized cost breakdown, as per the General Conditions for changes in contract sum and contract time, resulting from the following proposed modification(s) to the Contract Documents.

PLEASE SUBMIT COST BREAKDOWN IN TEN (10) DAYS OR LESS

REFER TO RFI NO. N/A

SUBJECT: Seeding and Hydro-mulching In-Fields of all ball fields PROVIDE MILLBORN SEED GK ELITE

Please provide an itemized cost proposal for the following items on the above referenced project:

Additional work to provide seeding and hydro-mulching to all in-fields:

The original intent of the bidding documents was for the City to be responsible for seeding the in-field areas and Parkway would be responsible to seed all other disturbed areas.

The City is now requesting a cost proposal from Parkway for the contractor to perform all of this work.

Please provide a cost proposal on a per field or square foot or square yard basis as works best for you.

We also request for Parkway to provide recommendation on a seed mixture to be used – from Millborn or similar.

If no change in contract time, state "NONE" here: None

If no change in contract amount, state "NONE" here: 9,326.24

If either or both above items are noted "NONE", please return this form within five (5) days.

SIGNED:

Pat Carey, PE

Pat Carey, PE

RFP #1

Date: 09-21-23

Project Name: Beresford Ballfield Addition

Company Name: Parkway Construction

Submitted By: Tony Brown

To: Pat Carey
Banner Assoc.

Item: Seeding and hydro-mulching in-fields of all ballfields

Seeding	\$5,900.00
Fertilizing	<u>2,400.00</u>
Total	8,300.00
Profit	\$664.00
Excise Tax	182.96
Bond	179.28

Total: \$9,326.24

**NOTICE OF HEARING
APPLICATION FOR RETAIL (ON-OFF SALE) MALT BEVERAGE & SD FARM WINE**

CITY OF BERESFORD

Notice is hereby given that the following license application for on-off sale of Malt Beverages & SD Farm Wine for Kava Rose has been filed in the City Finance Office, Beresford, South Dakota.

Malt Beverage (on-off sale) & SD Farm Wine:

Kava Rose
105 N 3rd Street
Beresford, SD 57004

A Public Hearing will be held on October 16, 2023, at the Beresford Council Chambers, 103 N 3rd St. Beresford, SD in conjunction with the regular 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.

Elaine Johnson, Finance Officer

Published: October 5, 2023
Legal, One Time
Published at an approximate cost of \$_____

Jerry Zeimetz

From: Beresford Library Director <librarydirector@beresfordlibrary.com>
Sent: Tuesday, September 26, 2023 10:59 AM
To: Jerry Zeimetz; Elaine Johnson; Rachel Johnson
Subject: [*EXT*]Jennifer Clever

Some people who received this message don't often get email from librarydirector@beresfordlibrary.com. [Learn why this is important](#)

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.

City Council,

I am writing to request that Jennifer Clever be moved from the librarian title to the children's librarian title and pay scale. This would be a pay change from \$15.30 an hour to \$15.98 an hour.

Jennifer has been doing an exceptional job at the library. Her skills and early elementary education degree have proven that she is very valuable to the programming at the library. She takes the initiative to develop new programs and works well with Annie and the children's programs at the library. I did mention at the time of her hire that I would be interested in this job title if she worked out well at the library. I am also requesting that she is able to work more than 20 hours so I can have her three to four shifts a week. This would qualify her for SD retirement only as a benefit. I also hope this might help with retention of a great employee. The South Dakota retirement benefit would add about \$1,000 to the budget.

Please add this request to the next available council meeting.

Sincerely,

Jane Norling

Library Director

Beresford Public Library

115 S. 3rd St.

Beresford, SD 57004

605-763-2782

Please note my new email address is librarydirector@beresfordlibrary.com

www.beresfordlibrary.com

www.facebook.com/beresfordlibrary



Jerry Zeimetz

From: Rachel Johnson
Sent: Wednesday, September 27, 2023 4:39 PM
To: Michael Schurch
Cc: Elaine Johnson; Jerry Zeimetz
Subject: Step Up - C Laubach

Good Afternoon!

Colton is up for a step pay increase on 10/6/2023 from \$23.03/hr. to \$23.71/hr. This would be at 87.5% of the scale. Please advise your recommendation. This would get put on the 10/2/23 Council agenda and would become effective on the 10/20/23 payroll. Please let me know if you have any questions!

Thank you,

Rachel Johnson

City of Beresford/Finance Assistant

Email: rachel@beresfordsd.com **Please note new Email Address**

Phone: (605)763-2008

101 N 3rd St Beresford, SD 57004

RESOLUTION NO. 2023-13

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO
BERESFORD ECONOMIC DEVELOPMENT CORPORATION**

WHEREAS, the City of Beresford (City), Union and Lincoln Counties, South Dakota, is the owner of certain real property located in the Northeast Quarter (NE1/4) of Section 32, Township 96 North, Range 50 West of the 5th P.M., Lincoln County, South Dakota; and

WHEREAS, Beresford Economic Development Corporation ("BEDCO") is a non-profit local industrial development corporation as defined by SDCL 9-27-37; and

WHEREAS, SDCL 9-27-36 authorizes the City to convey real property to a non-profit local industrial development corporation on the terms and in the manner authorized by the City; and

WHEREAS, City is desirous of transferring to BEDCO for public or industrial development purposes certain real property.

NOW, THEREFORE, BE IT RESOLVED, that City shall transfer unto BEDCO a parcel of real property located in the Northeast Quarter (NE1/4) of Section 32, Township 96 North, Range 50 West of the 5th P.M., Lincoln County, South Dakota consisting of approximately 80 acres to be determined by survey and/or platting so as to allow BEDCO to use the property in exchange for other real property which will be received by BEDCO under the following terms and conditions:

1. The property conveyed to BEDCO by City may be exchanged provided any transferee of BEDCO in the exchange agrees to not engage in the production, raising or housing of livestock upon said property;
2. The transferee of property in the exchange with BEDCO shall agree to grant unto BEDCO and/or City a right of first refusal whereby in the event of a sale by the transferee, BEDCO and/or City shall have a right of first refusal to purchase the property upon the terms and conditions that the transferee will have agreed to sell the property to a third party;

3. BEDCO agrees to annex the property that it receives as a part of the exchange into the city limits for the City of Beresford;
4. Prior to the development and/or transfer of any property received by BEDCO as part of an exchange, BEDCO agrees to consult with and receive the approval of the City of Beresford for the proposed development and/or transfer of such property and determine what, if any, payment shall be due to City upon disposition of the property.

Approved this 2nd day of October, 2023.

CITY OF BERESFORD

Michael Tiedeman, Council Vice-President

Attest:

Elaine Johnson, Finance Officer
(Seal)

Adopted: October 2, 2023

Approved: October 2, 2023

Publication: