

**BERESFORD CITY COUNCIL
REGULAR MEETING AGENDA
Monday, October 4, 2021 6:00 P.M.
Beresford City Council Chambers – 103 N. 3rd St.**

6:00 P.M. – CITY COUNCIL TO MEET AT WINDMILL CAMPGROUND (505 SW 13th ST.) FOR TOUR OF PROPERTY AND CAMPGROUND EXPANSION PROPOSAL

[1] – Call to Order & Roll Call

[2] – Adopt Agenda

[3] – Approve Minutes – September 20, 2021

[4] – Visitors to be heard

[5] – Committee/Mayor Reports

[6] – Department Head and City Administrator Reports

- Austin Hansen, Tele. Dept. Supt. and Elaine Johnson, Finance Officer
 - Cable TV Annual Meeting

[7] – Old Business

- Consider 2nd Reading and adoption of Ordinance 2021-07 A Zoning Amendment for the City of Beresford

[8] – New Business

- Expansion Commitment Agreement with Lewis and Clark Regional Water System
- Potential funding for Christmas decorations
- 2021-22 Safety Management Program Contract
- Step pay increase for Alison O’Connell, City Hall
- Greater Northwest Rail Coalition request for letter of support to SD Congressional Delegation and Governor

[9] – Discussion & Information Items

➤

[10] – Travel Requests

[11] – Payment of Bills

[12] – Adjournment

Welcome to your City Council Meeting

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

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

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

Topic: City Council Meeting Monday October 4, 2021

Time: October 4, 2021 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

One tap mobile

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

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

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 546 078 0834

Passcode: 140120663

Find your local number: <https://us02web.zoom.us/j/5460780834?pwd=bittbHg1QjJ5SDYxaUFOb0VGZ3crQT09>

Beresford City Council
Monday, September 20, 2021

The Beresford City Council met in regular session in City Council Chambers on Monday, September 20, 2021 at 7:00 p.m.

Members Present: Mayor Nathan Anderson presiding, Troy Boone, Troy Doeden, Will Roelke, Art Schott

Members Absent: Teresa Sveeggen and Mike Tiedeman

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

Adopt Agenda: Boone made a motion to adopt the agenda. The motion was seconded by Schott and all present Council members voted aye; motion carried.

Minutes: A motion to approve the September 7, 2021 meeting minutes was made by Doeden, seconded by Roelke. All present Council members voted aye; motion carried.

Visitors to be Heard: Brad Jensen, representing the Beresford Area Radio Flyers, was present to talk to Council about purchasing grass seed for the extended area in the field they use. After a brief discussion, Schott made a motion to authorize up to \$2000 from the Council's Contingency fund to pay for grass seed as requested. Doeden seconded the motion and all present Council members voted aye; motion carried.

Tanya Miller, an engineer from Banner Associates, gave a presentation on the City's Wastewater Facility Plan Review. Options for wastewater facility improvements, timelines, and costs were discussed.

Department Head and City Administrator Reports

Elaine Johnson, Finance Officer: Johnson highlighted some of the expenditures from the August, 2021 financial reports. Schott made a motion to accept the August, 2021 financial reports. Doeden seconded the motion and all present Council members voted aye; motion carried.

Old Business

Second Reading and Adoption of Ordinance 2021-05: City Attorney Frieberg informed Council the changes requested after the first reading have been made. A motion to adopt Ordinance 2021-05, An Ordinance Creating Licensing Regulations for Cannabis Establishments in the City of Beresford, South Dakota, was made by Schott and seconded by Doeden. All present Council members voted aye; motion carried.

Ordinance 2021-05 (published separate of minutes)

Second Reading and Adoption of Ordinance 2021-07: A motion was made by Boone and seconded by Schott to table the second reading and adoption of Ordinance 2021-07, A Zoning Amendment for the City of Beresford, until the October 4 meeting. All present Council members voted aye; motion carried. Several community members were present to support the adoption of the ordinance.

Second Reading and Adoption of Ordinance 2021-08: Finance Officer Johnson reviewed the changes made since the first reading. Schott made the motion, second by Boone, to adopt Ordinance 2021-08, Fiscal Year 2022 Appropriations.

Ordinance 2021-08 (published separate of minutes)

New Business

Resolution 2021-08: Schott made a motion, second by Boone, to approve Resolution 2021-08: A Resolution Concerning Redistricting of Union County in 2021. All present Council members voted aye; motion carried.

**RESOLUTION 2021-08
CONCERNING REDISTRICTING IN 2021**

WHEREAS, maintaining internal political units and their boundaries as whole units should be a high priority in redistricting; and

WHEREAS, Union County for the last three redistricting cycles (1991, 2001, 2011), has been a whole voting unit attached to portions of Lincoln County; and

WHEREAS, Union County is projected to have approximately 17,000 residents when the detailed census figures are release in August or September of 2021; and

WHEREAS, in 2021 a full legislative district will by current estimates have approximately 25,000 residents; and

WHEREAS, the geographical position of Union County in the far southeastern part of South Dakota limits options as to attachment to other counties.

NOW, THEREFORE, The Beresford City Council does hereby respectfully request, in accordance with S.D. Const. Art III 5, that the South Dakota Legislature maintain Union County as a whole voting unit, preferably attached to a portion of Lincoln County to form a legislative district, when the 2021 redistricting process is completed.

Dated this 20th day of September, 2021.

Nathan Anderson, Mayor

ATTEST:

Elaine Johnson, Finance Officer

Pay Request #7: A motion was made by Doeden, second by Roelke, to authorize Pay Request #7 to Altitude Energy in the amount of \$81,569.81 for final payment of East Substation construction and West Substation modifications. All present Council members voted aye; motion carried.

Statement of Final Completion: Doeden made a motion, second by Boone, to authorize Mayor Anderson to sign the Beresford Substation Construction Engineers Statement of Final Completion and Owners Acceptance of Contract. All present Council members voted aye; motion carried.

TOP Exhibit A Revision: A motion was made by Schott to authorize Mayor Anderson to sign Revision 1 for the TOP Procedures Exhibit A with WAPA. The motion was seconded by Doeden and all present Council members voted aye; motion carried.

Full-Time Police Dept. Hire: Upon recommendation by Police Chief Michael Schurch, a motion was made by Schott to hire Kip Stearns at \$21.28/hour as a full-time certified police officer beginning September 23, 2021. The motion was seconded by Roelke and all present Council members voted aye; motion carried.

Part-Time Hire: A motion was made by Doeden to hire Emily Hendrickson at \$9.45/hour as a part-time bartender at the Beresford Municipal Liquor Store. Boone seconded the motion and all present Council members voted aye; motion carried.

Step-Pay Increase: A motion to authorize a step-pay increase for CO Technician Tony Laurvick from \$27.12/hour to \$27.93/hour was made by Schott and seconded by Boone. All present Council members voted aye; motion carried.

Fire Dept. Utility Trailer: Schott made a motion, second by Roelke, to transfer the 1993 Pace Utility Trailer from the Fire Dept. to the Street Dept. As the trailer was owned by the Fire Dept., the Street Dept. will purchase it for \$1000. All present Council members voted aye; motion carried.

Additional Fire Fighters: A motion was made by Boone and seconded by Doeden to approve the following additional firefighters to the Beresford Volunteer Fire Department: Ben Seeley, Michael Mullinix, Skyler Counterterman, Sam Johnsen, and Kyle Kleinschmit. The motion was seconded by Doeden and all present Council members voted aye; motion carried.

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

- SD Joint Risk and Safety Conference, Nov. 3-4, Pierre, Antonson, Johnson, Zeimetz
- State Library Board Meeting, Oct. 5-6, Pierre, Norling

Payment of Bills

A motion was made by Doeden and seconded by Boone to pay the following bills. All present Council members voted aye; motion carried.

Adtran, Inc., annual supp. cont., \$6330.00; Alliance Comm., toll settlement, \$406.84; Altitude Energy, East Substation, \$81,569.81; Baker & Taylor, books, \$224.74; Beal Dist., beer, \$3752.40; Bierschbach Equip., repair, \$1287.50; Larry Boden, BMLS dart team, \$200.00; Book Systems, imager, \$295.00; Border States Elec., pipe, \$8417.84; Chesterman Co., resale, \$254.80; City of SF Public Works, tipping fees, \$4330.11; Concrete Materials, asphalt, \$13,363.35; Contract Technologies, equip., \$429.00; Core & Main, meters, \$4161.80; Dakota Beverage, beer, \$1826.80; Dakota Riggers, supplies, \$136.80;

Chad Davis, BMLS dart team, \$200.00; Demco, supplies, \$193.16; Eastway Auto, repair, \$19.94; Equipment Blades, rental, \$869.40; Farr Tech., engineering fees, \$1120.00; FedEx, shipping, \$15.41; Heartland Pymt. Sys., CC machine, \$249.00; Heggies Pizza, resale, \$120.80; iconective, annual operating esp., \$470.51; Intense Graphics, clothing, \$191.50; Interstate TRS Fund, TRS fund, \$387.94; JD's House of Trophies, engraving, \$13.00; Jensen Ins., notary bond, \$50.00; Johnson Bros. Famous Brands, liquor, \$1200.87; KCL Gr. Benefits, ins., \$132.60; Locators & Supplies, safety equip., \$81.32;

Menards, supplies, \$418.98; Shea Merrigan, BMLS dart team, \$200.00; Midwest Alarm, monitor, \$141.00; Mr. Golf Car, lease cars, \$3037.50; NTCA, membership, \$333.00; Office Depot, supplies, \$88.25; Olson's Pest Tech., service, \$228.00; Printing Plus, notary stamp/receipts, \$422.00; Reinhart, food, \$2264.05; Ben Reiter, mileage, \$17.92; Republic Nat'l Dist., liquor, \$1608.50; Roo's Sanitation, disposal serv., \$4800.00; Rovi Guides, guides, \$627.05; S&S Willers, GC sand, \$927.95; SD Div. of Motor Vehicles, trailer, \$21.10; SD Golf Assn., membership, \$51.00; SDN Comm., 800 database, \$8.57;

SD State Sec., notary, \$50.00; SF Ford, repair, \$925.12; SE Electric, electricity, \$244.74; Southern Glazers, liquor, \$1709.29; Lori Stancer, BMLS dart team, \$200.00; Stuart C Irby, hardware, \$1558.50; The Lodge/Deadwood, lodging, \$326.00; Toast, subscription, \$110.50; Transource, supplies, \$184.80; USAC, schools & libraries, \$2696.99; Vast Broadband, service, \$53.31; Walt's Homestyle Foods, food, \$309.60; Washington N'tl Ins., insurance, \$84.30; Wellmark BC/BS of SD, insurance, \$32,821.73; Wells Fargo, CC charges, \$4288.24; WESCO Dist., new const., \$31,390.50; Wholesale Supply, resale, \$1103.17

Adjournment

As there was no further business, Mayor Anderson adjourned the meeting at 8:25 PM.

Elaine Johnson, Finance Officer
Recorded by Kathy Stuessi

Beresford Cablevision – Annual Meeting
Monday October 4, 2021
7:00 PM City Council Chambers 103 N 3rd St. Beresford, SD 57004

December 31, 2020

1. Call to Order and Roll Call
2. Adopt Agenda
3. Approve October 5, 2020 Minutes
4. Treasurer's Report
5. General Manager's Report
6. Election of Officers
7. Adjournment

Beresford Cablevision - Annual Meeting
Monday, October 5, 2020
7:00 PM – Beresford City Council Chambers

December 31, 2019

The annual meeting of Beresford Cablevision, Inc. was held October 5, 2020 at 7:02 p.m. in Beresford City Council Chambers.

Directors present: Cable President Teresa Sveeggen, presiding, Nathan Anderson, Troy Boone, Gerald Dahlin, Troy Doeden and Art Schott.

Absent: Mike Tiedeman

Also present: Todd Hansen, General Mgr.; Jerry Zeimetz, City Administrator; Elaine Johnson, Finance Officer/Treasurer; Tom Frieberg, City Attorney

Adopt Agenda: A motion to adopt the agenda was made by Dahlin, seconded by Boone; motion carried.

Minutes: A motion to approve the minutes from the Annual Cable Meeting held on September 16, 2019 was made by Doeden and seconded by Dahlin; motion carried.

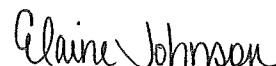
Treasurer's Report: Treasurer Elaine Johnson discussed the 2019 financial report. Expenses totaled \$484,152.08 and revenue was \$481,851.56 for a loss of \$2,300.52. This was due, in part, to costs incurred as a result of the upgrade to the HITS NAS platform. GM Hansen also mentioned that the cost of/income from surveillance equipment was not included in the budget. The Treasurer's report was accepted on a motion by Dahlin, seconded by Doeden; motion carried.

General Manager's Report: General Manager Todd Hansen discussed Local Retransmission Agreements; Tom Frieberg will assist in upcoming negotiations. Retransmission Agreements with KELO, KSFY and KDLT (and their respective side channels) are due to be renegotiated. Retransmission cost for local channels was \$16.95 in 2019 and is currently \$19.65 per subscriber in 2020. Information about a new channel (KWSD) has been received and is currently being reviewed. The number of CATV subscribers decreased by approximately 27 subscribers in the last year. They have also sold and installed over-the-air antennas. The dish cover that protects the satellite dish was recently removed and a new cover is en route; they hope to have it in place before the weather turns cold. Hansen also informed the group that although they have been installing surveillance systems; only a few have been done recently due to demands of the Fiber-to-the-Home project. He also gave an update and explanation of the 5G transition. The board thanked Hansen for his report.

Election of Officers and Board of Directors:

The Beresford City Council and Mayor sit as the Board of Directors. Teresa Sveeggen was nominated for President by Dahlin and seconded by Boone, motion carried. Troy Doeden was nominated for Vice-President on a motion by Dahlin, seconded by Boone, motion carried. Kathy Stuessi was nominated for Secretary by Dahlin and seconded by Boone, motion carried. Elaine Johnson was nominated for Treasurer by Dahlin, seconded by Boone, motion carried.

Adjournment: Doeden motioned to adjourn at 7:22 p.m., seconded by Schott; all voted in favor of the motion, motion carried.



Elaine Johnson, Finance Officer
Recorded by Kathy Stuessi

2020
CATV ANNUAL REPORT
Operating Statement

OPERATING STATEMENT

Operating Revenues:

| | |
|---------------|--------------------|
| Customer Fees | \$416,672.52 |
| Miscellaneous | <u>\$42,533.76</u> |

Total Operating Revenues: **\$459,206.28**

Operating Expenses:

| | |
|---------------------------|--------------------|
| Personnel Services | \$0.00 |
| Affiliate Fees | \$415,888.21 |
| General Operating Expense | \$37,458.72 |
| Advertising | \$0.00 |
| Other Current Expense | \$6,324.00 |
| Right-of-Way Fees | \$0.00 |
| Depreciation Expense | <u>\$15,052.65</u> |

Total Operating Expenses: **\$474,723.58**

Operating Income (Loss) (\$15,517.30)

Non-Operating Revenue (Expense)

| | |
|-----------------|--------|
| Interest Earned | \$0.00 |
|-----------------|--------|

Total Non-Operating Revenue (Expense) **\$0.00**

ORDINANCE NUMBER 2021-07

A ZONING AMENDMENT FOR THE CITY OF BERESFORD

AN ORDINANCE REZONING AND AMENDING THE ZONING REGULATIONS FOR THE CITY OF BERESFORD, SOUTH DAKOTA, BY REZONING FROM MULTI-FAMILY RESIDENTIAL (R2) TO GENERAL BUSINESS (GB) THE FOLLOWING PROPERTY:

Industrial Tract 7A in E. ½ of the SE ¼ of Sect. 6, Township 95 North, Range 50 West of the 5th P.M., City of Beresford, Union County, South Dakota.

That this Ordinance amends zoning regulations for the City of Beresford, South Dakota, with such regulation being set forth in the document titled Beresford Zoning Ordinance; provides restrictions, district boundaries and zoning map; provides for the administration, enforcement and amendment of this Ordinance; and repeals any other ordinance or parts thereof in conflict with this Ordinance.

Passed and adopted this ____ day of September, 2021.

ATTEST:

Nathan Anderson, Mayor
City of Beresford

Elaine Johnson
Finance Officer

First Reading: August 30, 2021

Second Reading:

Date Adopted:

Publication Date:

Effective Date:

MEMO

TO: Board of Directors
FROM: Troy Larson
DATE: 8/5/21
RE: Expansion Commitment Agreement Summary

Because some folks with your respective utilities may not read the agreement closely in its entirety, I've been asked to put together a summary of some of the main highlights. What I believe the main points below are in no particular order and are not all-inclusive. They are not meant to add or subtract anything from the agreement itself.

PROCESS & TIMELINE:

- After three months of getting feedback from the members on what changes they would like to have made to the draft version of the agreement, the Board on July 22, 2021 approved the final version of the agreement. I estimate a dozen attorneys representing the various members have reviewed it. It is now up to the members to sign it.
- While it is possible changes could be made to the agreement if a major error or omission is discovered, it is highly unlikely the Board will approve any minor housekeeping or stylist changes because of the logistical challenges involved of having to go back and have members approve a revised version of the agreement. Consequently, if you have not yet sought feedback from your attorney I humbly suggest you would be wasting your money to now do so. That time has passed.
- The Board has set the deadline of January 3, 2022 for the members to sign the agreement and make their nonrefundable deposit. The Board can choose to extend this deadline if there are extenuating circumstances with one or more member needing additional time.
- It is my understanding all 20 members are still planning to participate in the expansion.
- Just like when the members made a commitment to join L&C only based on estimates and not knowing the final price tag, the members are again making a commitment to participate in the expansion only based on estimates and not knowing the final price tag.

AGREEMENT:

- Exhibit A shows each member's proportional share of the 15.81 million gallon per day expansion capacity, as well as each member's estimated proportional share of the expansion cost in today's dollars.
- Exhibit B is for illustration purposes only and shows an estimated cash flow schedule in today's dollars for the expansion construction under one of many possible scenarios. The actual cash flow schedule will depend on how quickly or slowly the Board decides to complete the expansion.
- Exhibit C shows each member's estimated share in today's dollars of the nonrefundable deposit to cover the estimated cost for design of Phase 1 of the expansion construction, which is described below.

- Exhibit D shows what each member's new reserved capacity will be with the addition of their share of the 15.81 million gallon per day expansion capacity.
- Banner currently estimates the expansion will cost \$114.8M in today's dollars, but the cost will continue to be adjusted for inflation and any other pertinent changes.
- The fifth solids contact basin is part of the authorized project. A sixth solids contact basin and a second gravity thickener are part of the expansion. In order to save what the engineers describe as a "significant" amount of money, the sixth basin and second thickener will be constructed the same time as the fifth basin.
- We are calling the sixth basin and second thickener "Phase 1" of the expansion construction and are estimated to cost a combined \$18.4M in today's dollars. When we construct Phase 1 is entirely dependent upon when we get the federal funding needed to construct the fifth basin. Based on recent federal funding levels, it is estimated the design of Phase 1 will occur in 2027 and construction in 2028.
- When we construct the rest of the expansion and in how many phases depends entirely on how 11 of the 20 directors decide to proceed. Presumably they will base their decision on when they need the expansion capacity.
- The members are responsible for lining up their own financing to pay for their share of the expansion. Each year the Board will determine how much construction it wants to award and the members will be billed based on the anticipated expenses for the year.
- A member can withdraw from the expansion agreement at any time and for any reason. They forfeit all monies paid to date and forfeit their claim to their share of the expansion capacity. Their expansion capacity and remaining cost share will be offered up to a member(s) who would be eligible to claim it based on their location.
- The Expansion Commitment Agreement is a standalone agreement and has no impact on the Amended and Restated Commitment Agreement (ARCA).

From: Troy Larson <tlarson@lcrws.org>
Sent: Thursday, August 19, 2021 4:46 PM
To: Adam Jans; Brad Preheim; Gavin Graverson; Jerry Lonneman; Jerry Lonneman (2); Jim Collins; Jim Hoyer; Larry Pedley; Mary McClung; Murray Hulstein; Nate Vander Plaats; Pat Baustian; Ralph Hammer; Robin Dykstra; Ryan Hegg; Ryan Holtz; Scott Buss; Scott Hain; Sid Munson (sjmunson50@gmail.com); Todd Uhl; Tom Erickson
Cc: Adam Fedders; Andrew Pietrus; Brad Lawrence; Chad Comes; Clinton Koehn; Cory Dykstra; Dan Zulkosky (dzulkosky@iw.net); Dustin Preheim ; Eric Rankin; Eric Roos ; Gene Metzger (gdmetzger@premieronline.net); Glenn Anderson (sibleyadmin@premieronline.net); Jason Overby; Jerry Zeimetz (jerry@bmtc.net); Jim Auen; Joe Pick; Joe Stonesifer; John Call; Kevin Aaker; Kristin Bisgard; Kristin Hazen; Les Van Roekel; Lloyd Poppens (lloydepoppens@gmail.com); Lori Seten; Mike Duchscher; Nick Borns; Nolan Meyer; Ron Nelson; Ryan Allen; Sam Kooiker; Scott Wynja; Tim Conner; Todd Giffin; Tom Rausch (tom@slrws.com); Wayne Thompson
Subject: Revised Expansion Estimate
Attachments: Expansion Estimate 8-19-21.pdf

Directors,

Attached is the long-awaited expansion estimate that includes the corresponding list of remaining projects to reach firm capacity of 45 MGD and then 60 MGD, as well as a visual on where we stand in terms of our remaining federal funding ceiling. Kristin, Tim, Jim and I have been working on this for some time. A special thanks to Kristin for her efforts and patience.

We'll discuss this more on Aug. 26, but **the good news is the expansion estimate has dropped from \$114.7M to \$97.3M in today's dollars. The other good news is based on the current estimates we can reach our goal of 45 MGD firm capacity within our remaining federal funding ceiling.** We have an estimated \$7.3M to spare, which are the two projects in white above the yellow line.

This does not impact the non-refundable design deposit. Also, as previously emphasized Exhibits A and B are only shown for illustration purposes. **Banner will provide updated versions of Exhibits A and B for you to share with your governing bodies, but please do NOT swap those out in the Expansion Commitment Agreement you are signing.** You'll continue to get updated versions of these two exhibits, so this is the first of many.

Three reasons for the estimate being lowered:

- 1.) The biggest change was because I caught that the expansion estimate included future replacement of our vertical wells. We're already collecting for that in our AMP and CIP, and as we discussed we'll need to up contributions again in FY23 to account for replacing our vertical wells with a collector well. The replacement was showing up twice – in our reserve budgeting and in the expansion estimate. Well replacement is normal O&M and is not tied to the expansion.
- 2.) I asked the engineers to remove a second backup generator at the Tea pump station. Until recently we didn't have **any** backup generation at the pump station. The backup generator we have now can pump 29 MGD, so roughly half the members' capacity when we get to 60 MGD. As the Board has

discussed in the past, if we have a short outage there is no expectation the members can access their full reserve capacity. If in the future the Board wants to add a second backup generator as part of normal O&M it sure can, but it is not tied to the expansion.

- 3.) I asked the engineers to remove a fourth backup generator at the treatment plant. With our three generators we can deliver an estimated 41 MGD. Same reason as above. No need to have backup generation to deliver 60 MGD for what we would expect to be short outages. If the Board wants to add that in the future as part of normal O&M it sure can, but it is not tied to the expansion.

According to Operations Manager Jim Auen, the load shedding program (saves us money on electrical costs) with the backup generators won't come into play at the plant but would come into play at the Tea pump station if the Board wants to continue participating in load shedding during the "winter months" (Nov. 1 – April 30) and produce more than 29 MGD. Again, this is a future decision the Board could make that is not tied to the expansion, but instead would be tied to the load shedding program.

*Troy Larson
Executive Director
Lewis & Clark Regional Water System
605-368-2400 office
605-310-0560 cell*



Banner Associates, Inc.
409 22nd Ave So, Box 298
Brookings, SD 57006
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

OPINION OF PROBABLE PROJECT COST

PROJECT 15.81 MGD Expansion Plan
LOCATION Lewis & Clark Regional Water System
DATE September 3, 2020 (Revised 8/19/21)*

| |
|--|
| Authorized Infrastructure Necessary for 45 MGD |
| Not Authorized but Necessary for 45 MGD |
| Infrastructure Necessary for 60 MGD |

PROJECTS LISTED IN WHITE ARE NOT IN CHRONOLOGICAL ORDER

| Description of Work and Materials | Total Project Cost | All Member's Cost | Additional Sioux Falls Cost |
|--|--------------------|-------------------|-----------------------------|
| Sheldon Water Tower | \$ 4,404,857 | \$ 4,404,857 | \$ - |
| WTP - High Service Pump Improvements & CO2 Feed Upgrades | \$ 3,298,706 | \$ 3,298,706 | \$ - |
| Madison 2, 3, & 4 | \$ 22,949,200 | \$ 22,949,200 | \$ - |
| Madison Reservoir | \$ 2,382,400 | \$ 2,382,400 | \$ - |
| Mainline Pumps @ Crooks | \$ 971,665 | \$ 971,665 | \$ - |
| Iowa 4 & 5 | \$ 13,304,700 | \$ 13,304,700 | \$ - |
| Sibley Service Line | \$ 9,587,100 | \$ 9,587,100 | \$ - |
| Hull Pump Station | \$ 1,669,100 | \$ 1,669,100 | \$ - |
| Sheldon Meter Building | \$ 935,900 | \$ 935,900 | \$ - |
| Sibley Meter Building | \$ 1,056,900 | \$ 1,056,900 | \$ - |
| Repayment of Federal Funding Advances | \$ 54,703,078 | \$ 54,703,078 | \$ - |
| Water Treatment Plant Upgrades (SCU 5) | \$ 11,529,900 | \$ 11,529,900 | \$ - |
| WTP - 2nd Gravity Thickener | \$ 3,605,600 | \$ 3,605,600 | \$ - |
| Water Treatment Plant Upgrades (SCU 6) | \$ 3,691,400 | \$ 3,691,400 | \$ - |
| FEDERAL CEILING (Everything ABOVE this line estimated to be covered by Federal Funding) | | | |
| Water Treatment Plant Upgrades (SCU 6) | \$ 11,487,455 | \$ 11,487,455 | \$ - |
| WTP - Drying Beds & Stockpile Area - 45 MGD** | \$ 6,478,700 | \$ 6,478,700 | \$ - |
| WTP - Drying Beds & Stockpile Area - 60 MGD | \$ 1,944,950 | \$ 1,944,950 | \$ - |
| WTP - Powdered Activated Carbon (PAC) Feed System | \$ 805,600 | \$ 805,600 | \$ - |
| Well Field Improvements (Collector Well @ Site D) | \$ 14,118,800 | \$ 14,118,800 | \$ - |
| Raw Water Pipeline Improvements | \$ 3,898,000 | \$ - | \$ 3,898,000 |
| WTP - High Service Pump Station & Clearwell Improvements | \$ 16,573,900 | \$ 16,573,900 | \$ - |
| Mainline Pump Station | \$ 16,925,400 | \$ 16,925,400 | \$ - |
| Mainline Reservoir (4 MG) | \$ 3,915,500 | \$ 3,915,500 | \$ - |
| Tea Pump Station Upgrades | \$ 810,800 | \$ 810,800 | \$ - |
| Tea Reservoir (10 MG) | \$ 9,665,160 | \$ 9,665,160 | \$ - |
| Meter Building Upgrades | \$ 687,500 | \$ 687,500 | \$ - |
| Crooks Pump Station Upgrades | \$ 290,000 | \$ 290,000 | \$ - |
| Rock County Pump Station Upgrades | \$ 360,000 | \$ 360,000 | \$ - |
| Casino Pump Station | \$ 3,262,100 | \$ 3,262,100 | \$ - |
| Beresford Pump Station Upgrades | \$ 129,500 | \$ 129,500 | \$ - |
| Hull Pump Station Upgrades | \$ 262,000 | \$ 262,000 | \$ - |
| Lebanon Pump Station | \$ 2,468,000 | \$ 2,468,000 | \$ - |
| Hull Reservoir | \$ 3,279,000 | \$ 3,279,000 | \$ - |
| | \$ 97,362,365 | \$ 93,464,365 | \$ 3,898,000 |
| | | | \$ 97,362,365 |

\$ 134,090,506 Federal Ceiling ESTIMATED as of September 30, 2021

* All estimates are from September 2020.

** Not part of the authorized project, but it was determined these Improvements were needed to get to 45 MGD

15.81 MGD EXPANSION COMMITMENT AGREEMENT

FINAL VERSION for SIGNATURE

THIS 15.81 MGD EXPANSION COMMITMENT AGREEMENT (“Agreement”) is made and entered into effective as of the _____ day of _____, 2022, by and among Lewis and Clark Rural Water System, Inc. (“Lewis & Clark”), and the following Lewis & Clark members: City of Beresford, City of Centerville, City of Harrisburg, City of Hull, City of Lennox, City of Luverne, City of Madison, City of Parker, City of Sheldon, City of Sibley, City of Sioux Center, City of Sioux Falls, City of Tea, Lincoln County Rural Water System, Inc., Lincoln Pipestone Rural Water System, Minnehaha Community Water, Corp., Rock County Rural Water District, Rock Rapids Municipal Utilities, South Lincoln Rural Water System, Inc. and Worthington Public Utilities (collectively the “Members”).

WHEREAS, Lewis & Clark owns and operates the Lewis & Clark Regional Water System (“System”), which draws water from the Missouri Elk Point Aquifer adjacent to the Missouri River and serves the Members who consist of communities and water systems in southeastern South Dakota, northwestern Iowa, and southwestern Minnesota; and

WHEREAS, Lewis & Clark and the Members have each previously entered into a separate Amended and Restated Commitment Agreement (“ARCA”) pursuant to which Lewis & Clark and each of the Members agreed to the same, or very similar, terms and conditions regarding the obligations and rights of both Lewis & Clark and the Members related to the construction and operation of the System; and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the same meaning and definition given such terms under the ARCA; and

WHEREAS, the current design for the System contemplates a final System reserved capacity of 44.19 million gallons per day; and

WHEREAS, in order for the System reserved capacity of 44.19 million gallons per day to be achieved, additional water treatment plant upgrades and related infrastructure upgrades are currently being installed to the System; and

WHEREAS, in connection with current planning for the installation of the water treatment plant upgrades and related infrastructure upgrades to bring the System to a reserved capacity of 44.19 million gallons per day, Lewis & Clark and its Engineer have determined that certain cost efficiencies can also be captured by planning to increase the System reserved capacity to 60 million gallons per day; and

WHEREAS, Lewis & Clark and the Members are desirous of planning for, and ultimately constructing, additional water treatment plant improvements and related infrastructure upgrades as are necessary to increase the total System reserved capacity from 44.19 million gallons per day to 60 million gallons per day (herein the “15.81 MGD Expansion”); and

WHEREAS, Lewis & Clark and the Members desire to enter into this Agreement for purposes of outlining the commitment of Lewis & Clark to plan for and construct the additional 15.81 million gallons per day of reserved capacity and for purposes of outlining the commitment of each of the Members to fund their share of all Project Costs associated with the 15.81 MGD Expansion.

NOW, THEREFORE, for and in consideration of the premises set forth above, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. 15.81 MGD Expansion. Lewis & Clark hereby agrees to design, develop, schedule, construct, and install such water treatment plant improvements, infrastructure upgrades, and related modifications of plant and facilities as shall be required to increase the System reserved capacity from 44.19 million gallons per day to 60 million gallons per day. In this construction, Lewis & Clark will authorize its Engineer to create all necessary plans, designs, cost estimates, construction schedules, procurement documents, and related instruments of service as shall be required to design, develop, construct, and install the 15.81 MGD Expansion.

2. Allocated Construction Percentage. It is hereby acknowledged by the parties hereto that the ultimate feasibility of the 15.81 MGD Expansion requires the firm commitment and agreement of the Members to pay, when required and as invoiced, their Allocated Construction Percentage of all Project Costs associated with the 15.81 MGD Expansion. Each Member hereby irrevocably commits and agrees to pay to Lewis & Clark, within forty-five (45) days of receiving an invoice from Lewis & Clark, their Allocated Construction Percentage of all Project Costs associated with the 15.81 MGD Expansion. The Allocated Construction Percentage for each Member shall be the same Allocated Construction Percentage for each Member currently in effect under the ARCA for each Member and as set forth on Exhibit A under the column "ARCA Exhibit A Cost Share Percentage."

3. Cost Estimate. The Engineer has prepared an Opinion of Probable Project Cost for the 15.81 MGD Expansion which is attached hereto as Exhibit A ("Opinion of Probable Project Cost"). This Opinion of Probable Project Cost is expressed in fiscal year 2021 dollars and will be modified and updated, from time to time, by the Engineer in consultation with the Lewis & Clark Board of Directors. The obligation and commitment of the Members to timely pay their Allocated Construction Percentage of the Project Costs associated with the 15.81 MGD Expansion is irrevocable and shall remain effective notwithstanding any inflation effects, cost increases, changes, or updates made, from time to time, to the Opinion of Probable Project Cost or to actual Project Costs associated with the 15.81 MGD Expansion.

The Engineer has also prepared an Estimated Annual Drawdown Schedule, attached hereto as Exhibit B, which provides an example of a potential construction timelines/drawdown schedule that for illustration purposes includes a ten-year gap between Construction Phases. The actual length of the gap between Construction Phases will be determined by the Lewis & Clark Board of Directors in consultation with the Engineer, and the completion of the expansion

construction will be based solely on the Member communities' anticipated future water needs of the members and not on obligating the members' prepayments in order to avoid inflation indexing.

The Lewis & Clark Board of Directors will review the question of when to begin the second Construction Phase of the 15.81 MGD Expansion on an annual basis. Such construction phase review will be done in the fall when Lewis & Clark's budget is considered. When the Lewis & Clark Board of Directors ultimately makes the decision to proceed with the second Construction Phase of the 15.81 MGD Expansion, Lewis & Clark will provide each Member with an updated estimate of costs that will be incurred during each Fiscal Year (October 1 – September 30). Not later than forty-five (45) days after the commencement of each Fiscal Year, Lewis & Clark will invoice each Member for their Allocated Construction Percentage of the Project Costs associated with the 15.81 MGD Expansion which Lewis & Clark expects to incur in that Fiscal Year. The exact timing of when Members are billed and payments are due will be determined by the Lewis & Clark Board of Directors.

The Members further acknowledge that unforeseen circumstances or related project changes may occur during construction of the 15.81 MGD Expansion, including, but not limited to, change orders and acceleration of construction schedules, which may require the Members to pay in additional amounts during any particular Fiscal Year. Each Member hereby agrees to pay its Allocated Construction Percentage of any such additional unforeseen Project Costs that have otherwise been approved by the Lewis & Clark Board of Directors, within forty-five (45) days of the invoice from Lewis & Clark to the Members. Lewis & Clark will endeavor to keep the Members informed and otherwise provide the Members with as much advance notice as is reasonably possible in the event Lewis & Clark intends to send out additional invoices to its Members in any Fiscal Year.

Lewis & Clark and the Members acknowledge that the Member's annual share of Project Costs associated with the 15.81 MGD Expansion are based on the Engineer's current estimates. Prior to invoicing its Members, Lewis & Clark will cause its Engineer to update each Member's actual share of the Project Costs based on actual bids, prices, change orders, and service orders. In addition to updating each Member's actual share of the Project Costs, Lewis & Clark and its Engineer will also provide updated cost share estimates for the out years that follow the then current Fiscal Year. In the event that invoiced and paid Members' Allocated Construction Percentages of Project Costs are later found to be in excess of amounts actually expended, such excess payments will be credited to the Members' account and shall be reflected as a credit on the next 15.81 MGD Expansion invoice issued by Lewis & Clark. In the event Project Costs that have been invoiced and paid by Members exceed actual amounts expended after the 15.81 MGD Expansion has been completed, such excess payments will be repaid to each Member in an amount equal to each Member's Allocated Construction Percentage within 45 days.

Any interest earned on funds received by Lewis & Clark from the Members will be applied to Project Costs associated with the 15.81 MGD Expansion and will be proportionately allocated to each Member in the annual "true-up" prepared by the Engineer.

It is anticipated by Lewis & Clark and the parties that the 15.81 MGD Expansion likely will be bid and constructed in at least two Construction Phases. It is expressly agreed by Lewis & Clark and Members of the 15.81 MGD Expansion that any single Member may demand a twenty-five (25) day pause in any bid award related to expansion. Such demand for pause in bid award shall be in writing and shall be served upon the Board of Directors by e-mail or USPS first class mail. Any bid amount review and/or evaluation shall be at the requesting Member's sole expense. If actual Construction Phase payments invoiced and paid by the Members are in excess of what is needed for any particular Fiscal Year, the excess payments will be credited to the Member's account and, further, shall be set aside and earmarked solely for the purpose of the next Construction Phase of the 15.81 MGD Expansion, and shall not be utilized for any other Lewis & Clark expense or purpose.

4. Prepayment. Members shall be permitted, at any time, to prepay any amount or amounts of their anticipated Allocated Construction Percentage of Project Costs associated with the 15.81 MGD Expansion. It is expressly understood and agreed by any Members making such prepayment that they will not be entitled to any savings toward their Allocated Construction Percentage of any Project Costs and shall not otherwise receive the benefit of indexing as it relates to the prepayment made by such Member. All amounts received by Lewis & Clark in connection with the prepayment of a Member's anticipated Allocated Construction Percentage will be separately accounted for and shall be invested in a manner otherwise approved by the Lewis & Clark Board of Directors. All interest earned on a Member's prepayment shall be credited to that Member. All such prepayments shall be set aside and earmarked solely for the purpose of the 15.81 MGD Expansion and shall not be utilized for any other Lewis & Clark expense or purpose.

5. WTP Upgrade Design Deposit. On or before January 3, 2022, each Member shall pay to Lewis & Clark, as a nonrefundable deposit ("WTP Upgrade Design Deposit"), their Allocated Construction Percentage of the estimated Project Costs associated with the design of the water treatment plant building modifications, second gravity thickener, and sixth solids contact basin to be located in the water treatment plant ("WTP Upgrade"). Each Member's Allocated Construction Percentage associated with the design of the WTP Upgrade and, therefore, each Member's WTP Upgrade Design Deposit amount, is set forth on Exhibit C. The parties expressly agree and understand that the WTP Upgrade Design Deposit shall be earmarked and set aside for payment of the design costs of the water treatment plant building modifications, second gravity thickener and sixth solids contact basin only and shall not be utilized for any other Lewis & Clark expense. Should the parties' aggregate WTP Upgrade Design Deposits be insufficient to cover all such design costs described herein, the parties' expressly agree and understand that additional invoices may be issued to the party Members by Lewis & Clark, and that such additional Member invoice amounts shall be determined by the Allocated Construction Percentages set forth on Exhibit C.

Lewis & Clark intends to engage the Engineer to design the WTP Upgrade upon full execution of this Agreement. The Lewis & Clark Board of Directors, in consultation with the Engineer, will determine when to commence the WTP Upgrade, or portions of the same.

6. Allocated Reserved Capacity. The reserved capacity percentage of the 15.81 million gallons per day for each Member, and the number of gallons per day out of the 15.81 MGD Expansion, available to each Member, is set forth on Exhibit A under the columns “Reserved Capacity %” and “Member Share of 15.81 MGD.”

7. Raw Water Pipeline Cost. Notwithstanding anything to the contrary set forth in this Agreement, the City of Sioux Falls previously agreed that it shall solely be responsible for all additional raw water pipeline costs associated with the 15.81 MGD Expansion, which costs are currently estimated and set forth on the Opinion of Probable Project Cost, attached hereto as Exhibit A, under the heading “Additional Cost Raw Water Pipeline.” The City of Sioux Falls acknowledges that the requirement for it to be responsible for all additional raw water pipeline costs associated with the 15.81 MGD Expansion is a result of its original commitment to pay for the cost of increasing the original System capacity by 17 million gallons per day, which raw water pipeline modifications have not yet been installed but shall be required as a part of the 15.81 MGD Expansion. The City of Sioux Falls acknowledge that the current Opinion of Probable Project Cost, as it relates to the raw water pipeline, is an estimate using fiscal year 2021 dollars and that this estimate will be modified and updated, from time to time, as directed by Lewis & Clark in consultation with the Engineer. The obligation of the City of Sioux Falls to pay for the additional costs associated with the raw water pipeline, as part of the 15.81 MGD Expansion, shall remain effective notwithstanding any inflation effects, cost increases, changes, or updates made, from time to time, to the estimate of the raw water pipeline costs, or to actual bids and costs for the raw water pipeline coming in higher than anticipated. The City of Sioux Falls hereby commits and agrees to pay to Lewis & Clark, within forty-five (45) days of receiving each invoice from Lewis & Clark, all Project Costs associated with the raw water pipeline related to constructing the 15.81 MGD Expansion.

8. Continuing Effect of ARCA. This Agreement is intended solely to refer to and set forth Lewis & Clark and the parties’ express understanding and agreement of the terms and conditions of the 15.81 MGD Expansion. This Agreement is not intended to amend any of the terms and provisions of the ARCA of any Member other than with respect to each Member’s reserved capacity. The revised reserved capacities for the Members, taking into account the 15.81 MGD Expansion, is set forth on Exhibit D attached hereto. It is intended that the existing ARCA for all Members, as amended, shall remain unchanged and in full force and effect and the terms thereof are hereby ratified in their entirety. Unless otherwise set forth in this Agreement, the 15.81 MGD Expansion, and the additional water capacity created thereby, shall be managed, operated, and administered by Lewis & Clark in the same manner as the balance of the System and as provided for under the ARCA, as amended, for each Member.

9. Due Authorization. The Members hereby warrant and represent to Lewis & Clark that (i) each Member has the power and authority to execute and deliver, and perform the Member’s covenants, obligations, and agreements contained in, this Agreement; (ii) each Member and its governing body have taken all action necessary to authorize the execution, delivery, and performance of this Agreement by the Member; (iii) the execution, delivery, and performance of this Agreement by each Member will not constitute a violation of or default under any of such Member’s governing documents or any agreement, order, decree, law, rule, or regulation to which the Member is a party or by which the Member is bound, or result in the

creation of any lien or security interest on or in any assets of property of the Member except for any such lien or security interest created pursuant hereto; and (iv) this Agreement is the legal and binding obligation of each Member enforceable against each Member in accordance with its terms.

Lewis & Clark hereby warrants and represents to the Members that (i) Lewis & Clark has the power and authority to execute and deliver, and perform Lewis & Clark's covenants, obligations, and agreements contained in this Agreement; (ii) Lewis & Clark and its governing body have taken all action necessary to authorize the execution, delivery, and performance of this Agreement by Lewis & Clark; (iii) the execution, delivery, and performance of this Agreement by Lewis & Clark will not constitute a violation of or default under any of its governing documents or any agreement, order, decree, law, rule, or regulation to which Lewis & Clark is a party or by which Lewis & Clark is bound, or result in the creation of any lien or security interest on or in any assets or property of Lewis & Clark except for any such lien or security interest created pursuant hereto; and (iv) this Agreement is the legal and binding obligation of Lewis & Clark enforceable against Lewis & Clark in accordance with its terms.

10. Default of Member. In the event of the default by any Member to pay any invoices received from Lewis & Clark in connection with the 15.81 MGD Expansion within the prescribed forty-five (45) day period set forth in Paragraph 2 of this Agreement, it is agreed that the WTP Upgrade Deposit made by the defaulting Member, together with all other amounts previously invoiced and paid by such defaulting Member to Lewis & Clark for the 15.81 MGD Expansion, will not be refunded to such defaulting Member but, rather, shall be deemed forfeited and retained as the sole and absolute property of Lewis & Clark and shall otherwise remain nonrefundable. Additionally, in the event of a default by a Member, such Member's right, title, and interest in and to their allocated share of the 15.81 million gallons per day produced by the 15.81 MGD Expansion shall be deemed forfeited and shall be reassigned in the manner set forth in Section 12, below.

The forfeiture of the payments previously made by a defaulting Member and the forfeiture of such defaulting Member's right, title and interest in and to their allocated share of the 15.81 million gallons per day produced by the 15.81 MGD Expansion, as described above, shall not be the sole remedy of Lewis & Clark for such default, but shall be cumulative with, and Lewis & Clark shall retain, all other rights and remedies provided at law or in equity for breach of contract.

The parties stipulate and agree that the Members are experienced and knowledgeable about the matters set forth in this Agreement. It is further agreed that the requirement to make the WTP Upgrade Design Deposit, as well as the requirement to make other payments to Lewis & Clark, as required herein, is fair and reasonable based on the anticipated undertakings to design and construct the 15.81 MGD Expansion and that, in the event of the default of any Member, it would be inequitable to require Lewis & Clark to refund or return any portion of the WTP Upgrade Deposit or any other amounts previously invoiced and paid by a defaulting Member for such 15.81 MGD Expansion, or to allow such defaulting Member to retain any right, title or interest in and to their allocated share of the 15.81 million gallons per day produced by the 15.81 MGD Expansion. Further, in the event of such a default by a Member, Lewis & Clark

and the non-defaulting Members will suffer additional damages not reasonably susceptible to computation. Lewis & Clark and the Members hereby acknowledge that:

- (a) Lewis & Clark's damages in the event of any Member's default under this Agreement are incapable or very difficult of estimation;
- (b) Lewis & Clark and the Members have reasonably endeavored to fix such damages;
- (c) The WTP Upgrade Deposit, all other payments previously made by a defaulting Member to Lewis & Clark, and forfeiture of the defaulting Member's right, title and interest in and to their allocated share of the 15.81 million gallons per day produced by the MGD Expansion bear a reasonable relation to probable damages and are not disproportionate to any damages which can reasonably be anticipated by the parties as of the date hereof;
- (d) The forfeiture of the WTP Upgrade Deposit, all previously invoiced and paid payments to Lewis & Clark for the 15.81 MGD Expansion, and forfeiture of the defaulting Member's right, title and interest in and to their allocated share of the 15.81 million gallons per day produced by the 15.81 MGD Expansion is not a penalty for such Member's default but rather a reasonable forecast of just compensation for the harm to Lewis & Clark and its non-defaulting Members resulting from the default of the defaulting Member.

It is also expressly understood and agreed by all Members that in the event of a breach of this Agreement by a Member, such defaulting Member shall be deemed to have waived all claims against Lewis & Clark and the remaining Members for restitution or unjust enrichment.

11. Withdrawal from Agreement. A Member may at any time and for any reason withdraw from this Agreement by providing 60 days advance written notification. Any monies paid to date by the withdrawing Member and their proportional share of the 15.81 MGD Expansion shall be deemed forfeited for the same reasons as cited in Section 10.

It is also expressly understood and agreed by all Members that in the event of a withdrawal from this Agreement by a Member, such withdrawing Member shall be deemed to have waived all claims against Lewis & Clark and the remaining Members for restitution or unjust enrichment.

12. Reallocation of 15.81 MGD Expansion Capacity. In the event of a Member's uncured default or withdrawal under this Agreement, all of such defaulting or withdrawing Member's right, title, and interest in and to their allocated share of the 15.81 million gallons per day (the "Gallons") shall be reallocated in the manner set forth in this section.

Upon the default or withdrawal by a Member hereunder, Lewis & Clark staff and the Engineer shall determine which of the remaining Members are, based upon the geographic location of the metering facility(s) for the defaulting or withdrawing Member within the system,

eligible to receive the Gallons (the "Eligible Members"). At that time, Lewis & Clark shall provide a written notice to the Eligible Members advising of the availability of the Gallons. All or any of the Eligible Members can request to take a share of the Gallons by making written request therefor (the "Request for Gallons") to Lewis & Clark and the Engineer. Such Request for the Gallons, if any, must be made to Lewis & Clark and the Engineer no later than ninety (90) days after receiving notice, from Lewis & Clark, of the availability of the Gallons to the Eligible Members. At that time, the Engineer shall reallocate the Gallons among the Eligible Members, who have timely filed a Request for Gallons, on a basis that is, subject to engineering considerations applied by the Engineer, proportional among the Eligible Members based on the Reserved Capacity % of each Eligible Member receiving the Gallons divided by a denominator which is the total Reserved Capacity % of all of the Eligible Members receiving the Gallons. The foregoing reallocation shall be conditioned upon the final approval by the Lewis & Clark Board of Directors.

In the event the Gallons are reallocated to Eligible Members, the Reserved Capacity % of the 15.81 million gallons per day for each Eligible Member receiving the Gallons, as set forth on Exhibit A shall be modified accordingly and, further, the revised reserved capacity of each Eligible Member receiving the Gallons, as set forth on Exhibit D shall be modified accordingly. Once the final reallocation of the Gallons, as set forth above, has been established, then it is further agreed by and among the Eligible Members receiving the Gallons that the Allocated Construction Percentage of the defaulting Member for all unpaid Project Costs associated with the 15.81 MGD Expansion shall be reallocated to, and assumed by, the Eligible Members receiving the Gallons in the same percentage as the Gallons were reallocated to such Eligible Members.

If none of the Eligible Members request to receive their pro rata share of the Gallons, or if the Eligible Members claim some, but not all, of the Gallons, then any unclaimed Gallons shall become property of Lewis & Clark, to be handled in accordance with the Latent Capacity Policy approved by the Lewis & Clark Board of Directors on November 19, 2020, as the same may, from time to time thereafter, be modified, amended, and replaced. Further, to the extent that Gallons revert to Lewis & Clark, then the Allocated Construction Percentage of the defaulting or withdrawing Member for all unpaid Project Costs associated with the 15.81 MGD Expansion shall be reallocated to, and assumed by, all of the remaining Members participating in the 15.81 MGD Expansion, proportionately, based on the Cost Share % of the remaining Members. The exact timing of when Members are billed and payments are due will be determined by the Lewis & Clark Board of Directors.

All modifications and adjustments made to the Exhibits to this Agreement as a result of the reallocation of Gallons, and all calculations associated with the reallocation of remaining Project Costs associated with the 15.81 MGD Expansion arising out of the default of a participating Member, shall be made by the Lewis & Clark staff and the Engineer.

13. Amendments. This Agreement may be amended only by a written instrument executed by all parties hereto.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first set forth above.

LEWIS AND CLARK RURAL WATER SYSTEM,
INC.

By _____
Its _____

CITY OF BERESFORD

By _____
Its _____

CITY OF CENTERVILLE

By _____
Its _____

CITY OF HARRISBURG

By _____
Its _____

CITY OF HULL

By _____
Its _____

CITY OF LENNOX

By _____
Its _____

CITY OF LUVERNE

By _____
Its _____

CITY OF MADISON

By _____
Its _____

CITY OF PARKER

By _____
Its _____

CITY OF SHELDON

By _____
Its _____

CITY OF SIBLEY

By _____
Its _____

CITY OF SIOUX CENTER

By _____
Its _____

CITY OF SIOUX FALLS

By _____
Its _____

CITY OF TEA

By _____
Its _____

LINCOLN COUNTY RURAL WATER SYSTEM,
INC.

By _____
Its _____

LINCOLN PIPESTONE RURAL WATER
SYSTEM

By _____
Its _____

MINNEHAHA COMMUNITY WATER, CORP.

By _____
Its _____

ROCK COUNTY RURAL WATER DISTRICT

By _____
Its _____

ROCK RAPIDS MUNICIPAL UTILITIES

By _____
Its _____

SOUTH LINCOLN RURAL WATER SYSTEM,
INC.

By _____
Its _____

WORTHINGTON PUBLIC UTILITIES

By _____
Its _____

EXHIBIT A
15.81 MGD System Expansion - Opinion of Probable Cost

| Member | Reserved Capacity % | Member Share of 15.81 MGD (Gallons/Day) | ARCA 2nd Amendment Exhibit A-2 Cost Share (%) | Member Estimated Cost Share | Additional Cost Raw Water Pipeline | Estimated Total |
|-----------------------|------------------------|---|--|-----------------------------------|--|-----------------|
| Beresford | 3.22% | 509,000 | 3.557% | \$ 3,944,022 | | |
| Centerville | 0.81% | 128,000 | 0.646% | \$ 716,210 | | |
| Harrisburg | 1.62% | 256,000 | 1.576% | \$ 1,747,138 | | |
| Lennox | 1.62% | 256,000 | 1.321% | \$ 1,464,425 | | |
| Lincoln Co RWS | 5.67% | 896,000 | 5.473% | \$ 6,067,840 | | |
| Madison | 3.68% | 581,000 | 2.936% | \$ 3,255,547 | | |
| Minnehaha CWC | 8.10% | 1,280,000 | 6.604% | \$ 7,322,181 | | |
| Parker | 1.80% | 285,000 | 1.439% | \$ 1,595,229 | | |
| Sioux Falls | 40.48% | 6,400,000 | 46.860% | \$ 51,957,755 | \$ 3,898,000 | \$ 55,855,755 |
| South Lincoln RWS | 0.92% | 145,000 | 0.904% | \$ 1,002,357 | | |
| Tea | 4.05% | 640,000 | 4.442% | \$ 4,925,648 | | |
| Luverne | 3.02% | 477,000 | 2.883% | \$ 3,196,905 | | |
| Lincoln-Pipestone RWS | 4.05% | 640,000 | 4.490% | \$ 4,978,085 | | |
| Rock County RWD | 1.10% | 174,000 | 0.881% | \$ 976,681 | | |
| Worthington | 7.00% | 1,107,000 | 5.712% | \$ 6,333,697 | | |
| Hull | 1.47% | 233,000 | 1.174% | \$ 1,302,236 | | |
| Rock Rapids | 2.02% | 320,000 | 1.615% | \$ 1,790,551 | | |
| Sheldon | 4.78% | 756,000 | 3.817% | \$ 4,232,211 | | |
| Sibley | 2.39% | 378,000 | 1.909% | \$ 2,116,114 | | |
| Sioux Center | 2.21% | 349,000 | 1.762% | \$ 1,953,334 | | |
| | 100.00% | 15,810,000 | 100.000% | \$ 110,878,165 | | \$ 114,776,165 |



Exhibit B

Lewis & Clark Regional Water System 15.81 MGD System Expansion - Long Schedule Scenario - Subject to Change - **FOR ILLUSTRATION PURPOSES ONLY**

| Cost Shares Based on Projected Annual Cashflow of Engineering, Construction and Legal/Administrative Costs | | | | | | | | | | | | | | | | |
|--|---------------------------|-------------------------------|------------------|------------|--------------|---------------|--------------|------------------------------------|------------------|---------------|---------------|---------------|---------------|--------------|----------------|-----------------|
| Member System | ARCA Exhibit A Cost Share | Total Member Cost (Sept 2020) | FY 2027 (design) | FY 2028 | FY 2029 | FY 2030 | FY 2031 | Break in Construction 2031 to 2041 | FY 2040 (design) | FY 2041 | FY 2042 | FY 2043 | FY 2044 | FY 2045 | FY 2046 | Total (Indexed) |
| Beresford, SD | 3.557% | \$ 3,944,022 | \$ 33,792 | \$ 10,849 | \$ 274,874 | \$ 431,296 | \$ 76,319 | | \$ 35,393 | \$ 258,344 | \$ 1,006,078 | \$ 1,184,598 | \$ 1,589,045 | \$ 1,165,608 | \$ 287,479 | \$ 6,353,675 |
| Centerville, SD | 0.646% | \$ 716,210 | \$ 6,136 | \$ 1,970 | \$ 49,915 | \$ 78,321 | \$ 13,859 | \$ 6,427 | \$ 46,914 | \$ 182,698 | \$ 215,116 | \$ 288,561 | \$ 211,667 | \$ 52,204 | \$ 1,153,788 | |
| Harrisburg, SD | 1.576% | \$ 1,747,138 | \$ 14,969 | \$ 4,806 | \$ 121,765 | \$ 191,057 | \$ 33,808 | \$ 15,678 | \$ 114,442 | \$ 445,676 | \$ 524,757 | \$ 703,921 | \$ 516,346 | \$ 127,348 | \$ 2,814,575 | |
| Lennox, SD | 1.321% | \$ 1,464,425 | \$ 12,547 | \$ 4,028 | \$ 102,061 | \$ 160,141 | \$ 28,337 | \$ 13,141 | \$ 95,924 | \$ 373,559 | \$ 439,844 | \$ 590,016 | \$ 432,793 | \$ 106,742 | \$ 2,359,135 | |
| Lincoln County RWS, SD | 5.473% | \$ 6,067,840 | \$ 51,989 | \$ 16,691 | \$ 422,890 | \$ 663,544 | \$ 117,416 | \$ 54,452 | \$ 397,460 | \$ 1,547,842 | \$ 1,822,492 | \$ 2,444,731 | \$ 1,793,277 | \$ 442,283 | \$ 9,775,067 | |
| Madison, SD | 2.936% | \$ 3,255,547 | \$ 27,893 | \$ 8,955 | \$ 226,891 | \$ 356,008 | \$ 62,996 | \$ 29,215 | \$ 213,247 | \$ 830,456 | \$ 977,812 | \$ 1,311,659 | \$ 962,138 | \$ 237,296 | \$ 5,244,567 | |
| Minnehaha CWC, SD | 6.604% | \$ 7,322,181 | \$ 62,736 | \$ 20,142 | \$ 510,310 | \$ 800,712 | \$ 141,688 | \$ 65,708 | \$ 479,622 | \$ 1,867,811 | \$ 2,199,237 | \$ 2,950,104 | \$ 2,163,983 | \$ 533,712 | \$ 11,795,764 | |
| Parker, SD | 1.439% | \$ 1,595,229 | \$ 13,668 | \$ 4,388 | \$ 111,177 | \$ 174,445 | \$ 30,868 | \$ 14,315 | \$ 104,492 | \$ 406,926 | \$ 479,131 | \$ 642,717 | \$ 471,451 | \$ 116,276 | \$ 2,569,855 | |
| Sioux Falls, SD | 46.860% | \$ 55,855,755 | \$ 445,172 | \$ 142,924 | \$ 3,621,129 | \$ 5,681,802 | \$ 1,005,408 | \$ 466,259 | \$ 3,403,370 | \$ 13,568,876 | \$ 20,924,849 | \$ 21,905,613 | \$ 15,355,491 | \$ 3,787,188 | \$ 90,308,081 | |
| South Lincoln RWS, SD | 0.904% | \$ 1,002,357 | \$ 8,588 | \$ 2,757 | \$ 69,858 | \$ 109,612 | \$ 19,396 | \$ 8,995 | \$ 65,657 | \$ 255,691 | \$ 301,061 | \$ 403,849 | \$ 296,235 | \$ 73,062 | \$ 1,614,761 | |
| Tea, SD | 4.442% | \$ 4,925,648 | \$ 42,203 | \$ 13,549 | \$ 343,287 | \$ 538,641 | \$ 95,314 | \$ 44,202 | \$ 322,643 | \$ 1,256,481 | \$ 1,479,432 | \$ 1,984,542 | \$ 1,455,716 | \$ 359,029 | \$ 7,935,038 | |
| Luverne, MN | 2.883% | \$ 3,196,905 | \$ 27,391 | \$ 8,794 | \$ 222,804 | \$ 349,595 | \$ 61,862 | \$ 28,688 | \$ 209,406 | \$ 815,497 | \$ 960,199 | \$ 1,288,032 | \$ 944,807 | \$ 233,022 | \$ 5,150,097 | |
| Lincoln-Pipestone RWS, MN | 4.490% | \$ 4,978,085 | \$ 42,652 | \$ 13,694 | \$ 346,941 | \$ 544,375 | \$ 96,328 | \$ 44,672 | \$ 326,078 | \$ 1,269,857 | \$ 1,495,181 | \$ 2,005,669 | \$ 1,471,213 | \$ 362,851 | \$ 8,019,511 | |
| Rock County RWS, MN | 0.881% | \$ 976,681 | \$ 8,368 | \$ 2,687 | \$ 68,069 | \$ 106,804 | \$ 18,899 | \$ 8,765 | \$ 63,975 | \$ 249,141 | \$ 293,349 | \$ 393,504 | \$ 288,646 | \$ 71,190 | \$ 1,573,397 | |
| Worthington, MN | 5.712% | \$ 6,333,697 | \$ 54,267 | \$ 17,423 | \$ 441,419 | \$ 692,617 | \$ 122,560 | \$ 56,837 | \$ 414,874 | \$ 1,615,659 | \$ 1,902,343 | \$ 2,551,845 | \$ 1,871,848 | \$ 461,662 | \$ 10,203,354 | |
| Hull, IA | 1.174% | \$ 1,302,236 | \$ 11,158 | \$ 3,582 | \$ 90,758 | \$ 142,405 | \$ 25,199 | \$ 11,686 | \$ 85,300 | \$ 332,187 | \$ 391,130 | \$ 524,670 | \$ 384,860 | \$ 94,920 | \$ 2,097,854 | |
| Rock Rapids, IA | 1.615% | \$ 1,790,551 | \$ 15,341 | \$ 4,925 | \$ 124,790 | \$ 195,804 | \$ 34,648 | \$ 16,068 | \$ 117,286 | \$ 456,751 | \$ 537,797 | \$ 721,412 | \$ 529,176 | \$ 130,513 | \$ 2,884,512 | |
| Sheldon, IA | 3.817% | \$ 4,232,211 | \$ 36,261 | \$ 11,642 | \$ 294,959 | \$ 462,810 | \$ 81,895 | \$ 37,979 | \$ 277,221 | \$ 1,079,592 | \$ 1,271,156 | \$ 1,705,157 | \$ 1,250,779 | \$ 308,485 | \$ 6,817,937 | |
| Sibley, IA | 1.909% | \$ 2,116,114 | \$ 18,131 | \$ 5,821 | \$ 147,480 | \$ 231,406 | \$ 40,948 | \$ 18,990 | \$ 138,611 | \$ 539,798 | \$ 635,580 | \$ 852,582 | \$ 625,392 | \$ 154,243 | \$ 3,408,982 | |
| Sioux Center, IA | 1.762% | \$ 1,953,334 | \$ 16,736 | \$ 5,373 | \$ 136,135 | \$ 213,605 | \$ 37,798 | \$ 17,529 | \$ 127,949 | \$ 498,275 | \$ 586,689 | \$ 786,998 | \$ 577,284 | \$ 142,378 | \$ 3,146,749 | |
| Totals | 100.000% | \$ 114,776,165 | \$ 950,000 | \$ 305,000 | \$ 7,727,511 | \$ 12,125,000 | \$ 2,145,546 | \$ 995,000 | \$ 7,262,813 | \$ 28,598,852 | \$ 38,621,752 | \$ 45,644,629 | \$ 32,768,712 | \$ 8,081,882 | \$ 185,226,696 | |

Note: The 10-year break in construction shown above is for illustration purposes only. The actual length of the break, if any, will be determined by the Lewis & Clark Board of Directors.

EXHIBIT C

15.81 MGD SYSTEM EXPANSION WATER TREATMENT PLANT UPGRADE DESIGN DEPOSITS FOR 6th SCU

| Member System | ARCA 2nd Amendment Exhibit A-2 Cost Share (%) | Deposit for Design Services |
|---------------------------|--|--------------------------------|
| Beresford, SD | 3.557% | \$ 28,307 |
| Centerville, SD | 0.646% | \$ 5,140 |
| Harrisburg, SD | 1.576% | \$ 12,539 |
| Lennox, SD | 1.321% | \$ 10,510 |
| Lincoln County RWS, SD | 5.473% | \$ 43,550 |
| Madison, SD | 2.936% | \$ 23,366 |
| Minnehaha CWC, SD | 6.604% | \$ 52,552 |
| Parker, SD | 1.439% | \$ 11,449 |
| Sioux Falls, SD | 46.860% | \$ 372,909 |
| South Lincoln RWS, SD | 0.904% | \$ 7,194 |
| Tea, SD | 4.442% | \$ 35,352 |
| South Dakota Totals | 75.757% | \$ 602,869 |
| Luverne, MN | 2.883% | \$ 22,945 |
| Lincoln-Pipestone RWS, MN | 4.490% | \$ 35,728 |
| Rock County RWS, MN | 0.881% | \$ 7,010 |
| Worthington, MN | 5.712% | \$ 45,458 |
| Minnesota Totals | 13.966% | \$ 111,141 |
| Hull, IA | 1.174% | \$ 9,346 |
| Rock Rapids, IA | 1.615% | \$ 12,851 |
| Sheldon, IA | 3.817% | \$ 30,375 |
| Sibley, IA | 1.909% | \$ 15,188 |
| Sioux Center, IA | 1.762% | \$ 14,019 |
| Iowa Totals | 10.277% | \$ 81,780 |
| Totals | 100.000% | \$ 795,789 |

EXHIBIT D

RESERVED CAPACITIES FOR EACH MEMBER AFTER TAKING INTO ACCOUNT THE 15.81 MGD EXPANSION

| Member System | Current Reserved Capacity (MGD) | Reserved Capacity (%) ¹ | Member Share of 15.81 MGD ² | Member Reserved Capacity Including 15.81 MGD Expansion (MGD) ³ |
|---------------------------|---------------------------------|------------------------------------|--|---|
| Beresford, SD | 0.875 | 3.22% | 0.509 | 1.384 |
| Centerville, SD | 0.220 | 0.81% | 0.128 | 0.348 |
| Harrisburg, SD | 0.440 | 1.62% | 0.256 | 0.696 |
| Lennox, SD | 0.440 | 1.62% | 0.256 | 0.696 |
| Lincoln County RWS, SD | 1.541 | 5.67% | 0.896 | 2.437 |
| Madison, SD | 1.000 | 3.68% | 0.581 | 1.581 |
| Minnehaha CWC, SD | 2.201 | 8.10% | 1.280 | 3.481 |
| Parker, SD | 0.490 | 1.80% | 0.285 | 0.775 |
| Sioux Falls, SD | 11.007 | 40.48% | 6.400 | 17.407 |
| South Lincoln RWS, SD | 0.250 | 0.92% | 0.145 | 0.395 |
| Tea, SD | 1.101 | 4.05% | 0.640 | 1.741 |
| South Dakota Totals | 19.565 | 71.96% | 11.376 | 30.941 |
| Luverne, MN | 0.821 | 3.02% | 0.477 | 1.298 |
| Lincoln-Pipestone RWS, MN | 1.100 | 4.05% | 0.640 | 1.740 |
| Rock County RWS, MN | 0.300 | 1.10% | 0.174 | 0.474 |
| Worthington, MN | 1.904 | 7.00% | 1.107 | 3.011 |
| Minnesota Totals | 4.125 | 15.17% | 2.398 | 6.523 |
| Hull, IA | 0.400 | 1.47% | 0.233 | 0.633 |
| Rock Rapids, IA | 0.550 | 2.02% | 0.320 | 0.870 |
| Sheldon, IA | 1.300 | 4.78% | 0.756 | 2.056 |
| Sibley, IA | 0.650 | 2.39% | 0.378 | 1.028 |
| Sioux Center, IA | 0.600 | 2.21% | 0.349 | 0.949 |
| Iowa Totals | 3.500 | 12.87% | 2.036 | 5.536 |
| Totals | 27.190 | 100.00% | 15.810 | 43.000 ³ |

Notes:

¹ These percentages are in accordance with Exhibit 2-1, Base System Percentage (February 25, 2010) of the 2nd Amendment to the ARCA.

² These numbers have been rounded to the nearest 1,000 gallons per day as listed below in this table.

³ The total reserved capacity of the finished system including the 15.81 MGD expansion will be 60 MGD. The total current system reserved capacity is 44.19 MGD (including 17 MGD of additional capacity for Sioux Falls that is not listed in this table).

August 16, 2021

MEMORANDUM

To: Safety Management Participants

From: Mike Willetts, Director of Job Training and Safety

Subject: 2021-22 Safety Management Program Contract

It is time to renew your safety management program contract. If we held a regional group meeting earlier this year, please note that the budgets have not changed since then, unless to make specific corrections. For those where we did not hold a group meeting this year, please note that the budgets have been created with the goal of having minimal price increases while covering MMUA's costs in providing your service. The contract amendments will cover October 1, 2021 through September 30, 2022, to coincide with MMUA's fiscal year.

Two copies of your contract amendment are enclosed. Please sign both contracts keeping one for your records and mailing the other to the address shown below. **Please do not send payment at this time.** You will be billed October 1. Mail your signed contract to:

Larry Pederson, Director of Finance
Minnesota Municipal Utilities Association
3131 Fernbrook Lane North, Suite 200
Plymouth, MN 55447-5337

If you have any concerns with the new contract, please contact me or Larry as follows:

Mike Willetts: phone 763-746-0705 or e-mail mwilletts@mmua.org
Larry Pederson: phone 763-746-0704 or e-mail lpederson@mmua.org

Thank you for being part of MMUA's safety management groups. With this program and your support we have proven that working together as a group we can develop a safety program that is affordable and at the same time works.

Minnesota Municipal Utilities Association
AMENDMENT TO SERVICES AGREEMENT

Safety Management Program

Contract Date: July 23, 2021

Contract Number: 53-2022

The services agreement entered into between Minnesota Municipal Utilities Association (MMUA) and City of Beresford (Beresford), dated July 31, 2020, contract number 53-2021, is amended as follows:

PART II, Section 1.

1. DURATION: This Agreement shall remain in force from October 1, 2021 until September 30, 2022 (the "expiration date").

PART III, Section 1.

1. COMPENSATION: For the services covered by this Agreement, Beresford shall pay MMUA an annual fee of twelve thousand fifty dollars and 00 cents (\$12,050.00) for the 2021-22 annual period. 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):

- ☐ Annual Payment (\$12,050.00)
- ☐ Quarterly Payments (\$3,012.50 each)

For any term of less than twelve 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 were provided as a percentage of twelve (12).

The parties hereby accept the terms of the Agreement as modified.

City of Beresford
By _____
Title _____
Date _____
Purchase Order # _____

Minnesota Municipal Utilities Association
By  _____
Title Chief Executive Officer
Date July 23, 2021

Minnesota Municipal Utilities Association
Safety Management Program
South Dakota Group Fee Calculation (Bruce Westergaard)
October 1, 2021 - September 30, 2022

| City | Population | Street Price List | 2021-22 Annual Charge | 2021-22 Quarterly Charge | 2020-21 Annual Charge | Difference | Total 2021-22 with JTS | # of Days |
|-----------------|------------|-------------------|-----------------------|--------------------------|-----------------------|------------|------------------------|-----------|
| Benson, MN | 3,156 | \$12,050.00 | \$10,150.00 | \$2,537.50 | \$9,800.00 | \$350.00 | \$10,150.00 | 1 |
| Beresford | 2,096 | \$12,050.00 | \$12,050.00 | \$3,012.50 | \$11,700.00 | \$350.00 | \$12,050.00 | 1 |
| Brookings | 24,433 | \$26,050.00 | \$24,050.00 | \$6,012.50 | \$23,700.00 | \$350.00 | \$24,050.00 | 2 |
| Flandreau | 2,358 | \$12,050.00 | \$12,050.00 | \$3,012.50 | \$11,700.00 | \$350.00 | \$13,050.00 | 1 |
| Hand County, SD | | | \$7,625.00 | \$1,906.25 | \$7,275.00 | \$350.00 | \$7,625.00 | 0.5 |
| Madison, MN | 1,459 | \$12,050.00 | \$10,150.00 | \$2,537.50 | \$9,800.00 | \$350.00 | \$11,350.00 | 1 |
| Miller | 1,313 | | \$7,775.00 | \$1,943.75 | \$7,425.00 | \$350.00 | \$7,775.00 | 0.5 |
| MRES | | \$12,050.00 | \$12,050.00 | \$3,012.50 | \$11,700.00 | \$350.00 | \$12,050.00 | 1 |
| Ortonville | 1,816 | \$12,050.00 | \$10,150.00 | \$2,537.50 | \$9,800.00 | \$350.00 | \$10,150.00 | 1 |
| Pierre | 13,601 | \$22,050.00 | \$22,050.00 | \$5,512.50 | \$21,700.00 | \$350.00 | \$22,050.00 | 2 |
| Vermillion | 11,254 | \$22,050.00 | \$22,050.00 | \$5,512.50 | \$21,700.00 | \$350.00 | \$27,450.00 | 2 |
| Volga | 2,068 | \$6,025.00 | \$6,025.00 | \$1,506.25 | \$5,850.00 | \$175.00 | \$7,225.00 | 0.5 |
| Watertown | 22,162 | \$24,050.00 | \$24,050.00 | \$6,012.50 | \$23,700.00 | \$350.00 | \$30,050.00 | 2 |
| Totals: | | | \$180,225.00 | \$45,056.25 | \$175,850.00 | \$4,375.00 | \$209,025.00 | 15.5 |

Totals with JTS
\$50,000.00
\$230,225.00

| Annual JTS (Electric) | 2020-21 | 2021-22 |
|-----------------------|-------------|-------------|
| Arlington | \$1,000.00 | \$1,000.00 |
| Barnesville | \$0.00 | \$0.00 |
| Benson, MN | \$0.00 | \$0.00 |
| Beresford | \$2,400.00 | \$2,400.00 |
| Brookings | \$0.00 | \$0.00 |
| Flandreau | \$1,800.00 | \$1,800.00 |
| Fort Pierre, SD | \$1,800.00 | \$1,800.00 |
| Howard | \$1,000.00 | \$1,000.00 |
| Jackson | \$0.00 | \$0.00 |
| Lakeland | \$0.00 | \$0.00 |
| Luverne | \$0.00 | \$0.00 |
| Madison | \$1,200.00 | \$1,200.00 |
| Madison, SD | \$3,600.00 | \$3,600.00 |
| Miller, SD | \$1,800.00 | \$1,800.00 |
| MRES | \$6,000.00 | \$6,000.00 |
| Olivia | \$0.00 | \$0.00 |
| Ortonville | \$0.00 | \$0.00 |
| Parker | \$1,000.00 | \$1,000.00 |
| Pierre | \$5,400.00 | \$5,400.00 |
| Plankinton | \$1,000.00 | \$1,000.00 |
| Sioux Falls, SD | \$3,400.00 | \$3,400.00 |
| Vermillion | \$5,400.00 | \$5,400.00 |
| Volga | \$1,200.00 | \$1,200.00 |
| Watertown | \$6,000.00 | \$6,000.00 |
| Wessington Springs | \$1,000.00 | \$1,000.00 |
| Winner | \$3,000.00 | \$3,000.00 |
| Totals: | \$50,000.00 | \$50,000.00 |

Please notify Larry Pederson of changes to your city.
Call 763-746-0704; fax 763-551-0459 or e-mail to lpederson@mmua.org.

jerry@bmtc.net

From: alison@bmtc.net
Sent: Monday, September 27, 2021 7:14 AM
To: Elaine Johnson
Cc: jerry@bmtc.net
Subject: A. O'Connell Step Increase

Good Morning!

I am up for a step pay increase on 9/30/2021 from \$18.62/hr. to \$19.14/hr. This would be at 92.5% of the scale. Please advise your recommendation.

This would get put on the 10/04/2021 Council agenda and would become effective on the 10/08/2021 payroll.

Please let me know if you have any questions!

Alison O'Connell

City of Beresford / Finance Assistant

101 N 3rd St. Beresford, SD 57004

605-763-2008

alison@bmtc.net