

**BERESFORD CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, January 16, 2024, 7:00 P.M.
Beresford City Council Chambers – 103 N. 3rd St.**

[1] – Pledge of Allegiance

[2] – Call to Order & Roll Call

[3] – Adopt Agenda

[4] – Approve Minutes – January 2, 2024

[5] – Public Hearings

- One-Day Temporary Malt Beverage License for Beresford Volunteer Fire Dept

[6] – Visitors to be heard.

- Bob & Sharon Hustrulid
- Roos Sanitation – Ruby Zuraff

[7] – Committee/Mayor Report

[8] – Department Head and City Administrator Reports

- Austin Hansen – Beresford Cablevision – Recess City Council Meeting to meet as Beresford Cablevision Board
 - Resolution 2024-01 – Cable TV Service Rates
- Michael Schurch – Police Chief
 - 2023 Annual Report
 - Availability of 2024 Police Interceptor with the Hybrid Engine
- Elaine Johnson – Finance Officer
 - December 2023 Monthly Financial Report
- Jerry Zeimetz – City Administrator
 - Community Access Grant Request update
 -

[9] – Old Business

- Second Reading and Adoption Ordinance 2024-01 – FY 2023 Supplemental Appropriation

[10] – New Business

- ELO CPAs & Advisors engagement letter to prepare 2023 Year-end financial statements
- Banner Associates Agreement for Professional Services for Bak Property Housing Development
- Probation Review and Step Pay Increase for Marcus Cooper – BeresfordTel
- 2023 Fire Department Activity Report
- Notice from Fire Chief Tarz Mullinix to Step Down after 45 years
- Bright Beginning Childcare subsidy drawdown request

[11] – Discussion & Information Items

- Department Head and City Administrator annual reviews
- Notice of Vacancy for City of Beresford Mayor and Wards 1-2-3
- 2024 Municipal Election Calendar

[12] – Approval of Travel Requests

[13] – Payment of Bills

[14] – Executive Session – legal

[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: January 16, 2024, 7:00 PM Central Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 8410157004

Passcode: Beresford

Dial by your location

+1-253-205-0468 US

BERESFORD CITY COUNCIL

Tuesday, January 2, 2024

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

Members Present: President Eli Seeley presiding, Troy Boone, Will Roelke, Larry Rohrer, Art Schott, Mike Tiedeman

Members Absent: Mayor Nathan Anderson

Also Present: Elaine Johnson, Finance Officer; Jerry Zeimetz, City Administrator; Austin Felts, City Attorney; Jeff Heidebrecht, Water/Sewer/Street Supt.; Ruby Zuraff, owner, Roo's Sanitation

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

Approve Minutes: A motion to approve the December 18, 2023 regular meeting minutes was made by Boone, second by Roelke. All present Council members voted aye; motion carried.

Old Business

Union Contract Agreement: City Administrator Zeimetz informed Council the Union has accepted the City's wage increase offer of 3.2%, as well as the other items tentatively agreed upon. A motion was made by Schott, second by Tiedeman, to approve the IBEW Local 426 2024 Union Contract Agreement. All present Council members voted aye; motion carried.

New Business

Legal Newspaper: A motion was made by Boone to declare The Alcester-Beresford-Hudson Republic as the legal newspaper for the City of Beresford. The motion was seconded by Rohrer and all present Council members voted aye; motion carried.

Official Depositories: Boone made a motion, second by Schott, to declare First Savings Bank, First Dakota National Bank, First Bank & Trust, SD Public Funds Investment Trust, and US Bank as official depositories for the City of Beresford. All present Council members voted aye; motion carried.

Election: A motion was made by Rohrer, second by Boone, to set the election date as April 9, 2024 and approve a joint election with Beresford Schools. All present Council members voted aye; motion carried.

Resolution 2024-01: Following explanation from Zeimetz, Tiedeman made a motion, second by Roelke, to approve Resolution 2024-01 – A Resolution to Urge the South Dakota Legislature to Approve the Joint Resolution Providing Legislative Approval for a Future Use Water Permit Application by the Lewis & Clark Regional Water System. All present Council members voted aye; motion carried.

RESOLUTION 2024-01

**RESOLUTION TO URGE THE SOUTH DAKOTA LEGISLATURE TO APPROVE THE
JOINT RESOLUTION PROVIDING LEGISLATIVE APPROVAL FOR A FUTURE USE WATER
PERMIT APPLICATION BY THE LEWIS & CLARK REGIONAL WATER SYSTEM**

WHEREAS, the Lewis & Clark Regional Water System (L&C) currently has a total of 47.7 million gallons a day (MGD) of ground water rights from the Missouri-Elk Point Aquifer (53,442 acre feet/year), and

WHEREAS, in 2022 L&C started construction to expand the System from 44.19 MGD to 60 MGD, which is expected to be completed in 2031, and

WHEREAS, in April 2023 L&C submitted an application to the South Dakota Department of Agriculture & Natural Resources (DANR) for an additional 17.07 MGD (19,121 acre feet/year), which accounting for treatment and line losses is the amount of additional capacity needed in order to deliver 60 MGD of firm capacity, and

WHEREAS, DANR and the South Dakota Geological Survey conducted their analysis, which led to an approval recommendation of L&C's application based on three factors: 1.) there is enough capacity in the Missouri – Elk Point Aquifer, 2.) there is a demonstrated need for the capacity and the need would be a beneficial use of the water, and 3.) existing water rights will not be impaired, and

WHEREAS, there was a public comment period on L&C's application and no comments were submitted, and

WHEREAS, State statute requires legislative approval for any water right application that exceeds 10,000 acre feet before the South Dakota Water Management Board can take final action, which last occurred in 1994 and coincidentally was for L&C, and

WHEREAS, the South Dakota Water Management Board at their July 12, 2023 hearing voted unanimously to present L&C's application to the Legislature with an approval recommendation.

THEREFORE BE IT RESOLVED, the City of Beresford respectfully urges the South Dakota Legislature during the 2024 session to approve the Joint Resolution in support of L&C's future use water permit.

Adopted this 2nd day of January, 2024.

Eli Seeley, Council President

ATTEST:

Elaine Johnson, Finance Officer

Ordinance 2024-01: Finance Officer Johnson explained the purpose of Ordinance 2024-01. A motion was made by Schott, second by Rohrer, to adopt Ordinance 2024-01 – Supplemental Appropriations. All present Council members voted aye; motion carried.

ORDINANCE 2024-01
Supplemental Appropriations

SUBJECT: An Ordinance to Supplement FY 2023 Appropriations and Declare an Emergency.

BE IT ORDAINED, by the City of Beresford, SD that the following sums be supplementally appropriated to meet the obligations of the municipality for year-end 2023.

Appropriations:

Police Dept.	Part-Time Salaries	101-4210-41103	\$16,740
	FICA	101-4210-41200	\$ 2,600
	Group Health Insurance	101-4210-41500	\$22,725
	Machinery & Auto	101-4210-43600	<u>\$45,100</u>
		<u>Total Appropriations</u>	<u>\$87,165</u>

Source of Funding:

Unassigned Fund Balance	<u>\$87,165</u>
	<u>Total Means of Finance</u>
	<u>\$87,165</u>

Emergency Clause: The effective date to this Ordinance shall be the date of passage.

ATTEST:

Elaine Johnson, Finance Officer

Resolution 2024-02: After brief explanation and discussion, a motion was made by Schott, second by Rohrer, to approve Resolution 2024-02 – Contingency Fund Transfers. All present Council Members voted aye; motion carried.

RESOLUTION 2024-02
Subject: Contingency Fund Transfers

Be it resolved, that the following transfers are made from the contingency fund for fiscal year 2023.

Transfers to:

General Gov't Bldgs.		
Insurance – Property	101-4190-42103	\$ 925
Buildings & Grounds	101-4190-43200	\$ 6,225
Police Department		
Full-Time Salaries	101-4210-41101	\$10,800
Fire Department		
Tires, Batteries, Accessories	101-4220-42604	\$ 1,700
Swimming Pool		
Part-Time Salaries	101-4530-41103	\$ 5,350
Workers Compensation	101-4530-41400	\$ 1,850
Chemicals	101-4530-42639	\$ 775
Community Subsidies		
Fireworks Display	101-4540-42967	<u>\$ 860</u>
		\$28,485
Transfer from Account:		
Contingency Funds	101-4110-45900	\$28,485

Adopted this 2nd day of January, 2024.

Eli Seeley, Council President

Attest:

Elaine Johnson, Finance Officer

Resolution 2024-03: A motion to approve Resolution 2024-03 – Employee Wages, was made by Schott and seconded by Boone. All present Council members voted aye; motion carried.

RESOLUTION 2024-03
A Resolution Establishing the Salaries for 2024

WHEREAS, SDCL 9-14-28 requires that the governing body of every municipality shall fix and determine by ordinance or resolution, the amount of salaries and compensation of all municipal officers and the time at which the same shall be paid; and

WHEREAS, the City Council shall publish the salaries for compliance with the provision of SDCL.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the following resolution be passed, approved and effective beginning January 1, 2024. The Mayor, City Council, and

Planning & Zoning Board shall be paid quarterly, and all other officers and employees shall be paid bi-weekly at the following yearly salary or hourly wage.

FULL-TIME EMPLOYEES			
Mayor – Nathan Anderson	\$4,700/annual	Telephone – Anthony Laurvick	\$35.61/hour
Council Member Ward 1 – Art Schott	\$4,000/annual	Telephone – Marcus Cooper	\$22.02/hour
Council Member Ward 1 – Troy Boone	\$4,000/annual	Telephone – Conner Boom	\$22.02/hour
Council Member Ward 2 – William Roelke	\$4,000/annual	Electric Supt. – Michael Antonson	\$114, 526/annual
Council Member Ward 2 – Michael Tiedeman	\$4,000/annual	Electric Lead Lineman – Joe Knutson	\$47.90/hour
Council Member Ward 3 – Eli Seeley	\$4,000/annual	Electric Lineman – Alex Thompson	\$43.44/hour
Council Member Ward 3 – Larry Rohrer	\$4,000/annual	Parks Supt. – Kelly Haisch	\$55,000/annual
Planning & Zoning – Stanford Peterson	\$900/annual	GC Supt. – Jason Strand	\$50,000/annual
Planning & Zoning – Larry Bork	\$900/annual	Event Ctr/Clubhouse Mgr. – Benjamin Reiter	\$66,333/annual
Planning & Zoning – Len Hofer	\$900/annual	Street/Water/Sewer Supt. – Jeff Heidebrecht	\$38.64/hour
Planning & Zoning – Bradley Muller	\$900/annual	Street/Water/Sewer – Keith Kropuenske	\$30.35/hour
Planning & Zoning – Michael Borah	\$900/annual	Street/Water/Sewer – Cameron Voegeli	\$27.62/hour
City Administrator – Jerry Zeimetz	\$116,044/annual	Street/Water/Sewer – Tanner Knutson	\$25.97/hour
Finance Officer – Elaine Johnson	\$78,605/annual	Head Librarian – Jane Norling	\$58,802/annual
Finance Assistant – Renee Goltz	\$24.05/hour	Asst. Librarian (80% Status) – Barb Bailey	\$18.43/hour
Finance Assistant – Kathy Stuessi	\$24.05/hour	Police Chief – Michael Schurch	\$35.31/hour
Finance Assistant – Rachel Johnson	\$20.36/hour	Police Sergeant – Tyson Bullis	\$32.45/hour
Telephone Superintendent – Austin Hansen	\$99,633/annual	Police Officer – Alex Defries	\$29.50/hour
Telephone – Tony Harris	\$51,875.36/annual	Police Officer – Colton Laubach	\$25.82/hour
Telephone – Rob Van Ballegooyen	\$41.01/hour	Police Officer – Kyle Kleinschmit	\$23.60/hour
PART-TIME EMPLOYEES			
City Hall Custodian – Nancy Sveeggen	\$15.65/hour	Library Custodian – Maria Garcia	\$14.87/hour
Clubhouse/Event Ctr. – Kelsey Rodriguez	\$11.20/hour	Library – Annie Crist	\$18.15/hour
Clubhouse/Event Ctr. – Jeffrey Cordell	\$11.20/hour	Library – Jennifer Clever	\$16.34/hour
Clubhouse/Event Ctr. – Jan Antonson	\$15.65/hour	Police – Adrian Hoesli	\$25.00/hour
Clubhouse/Event Ctr. – Melissa Eastman	\$11.20/hour	Police – Chet Moser	\$25.00/hour
Clubhouse/Event Ctr. – Jeanine Lohre (admin)	\$13.75/hour	Police – Grayson Lass	\$25.00/hour
Clubhouse/Event Ctr. – Jeanine Lohre	\$11.20/hour	Rubble/Recycling – Thomas Cotton	\$14.65/hour
Clubhouse/Event Ctr. – Roxy Johnson	\$11.20/hour	Rubble/Recycling – Wayne Akland	\$12.65/hour
Clubhouse/Event Ctr. – Kristina Kjose	\$11.20/hour	Rubble/Recycling – Christian Christopherson	\$14.65/hour

BE IT FURTHER RESOLVED that the Mayor and Council shall determine all foregoing salaries and wages.

Dated this 2nd day of January, 2024.

Eli Seeley, Council President

ATTEST:

Elaine Johnson, Finance Officer

2023 Year-End Transfers: Tiedeman made a motion, second by Schott, to approve the 2023 year-end transfers to the General Fund. All present Council members voted aye; motion carried.

2023 Year-End Transfers to General Fund
January 2, 2024

Transfer From:

Electric	603-4340-51100	\$450,000
Telephone	611-4380-51100	\$250,000
Solid Waste	612-4320-51100	\$ 40,000
Total:		\$740,000

Transfer To:
General Fund 101-390-3911 **\$740,000**

A motion was made by Tiedeman, seconded by Roelke, to approve the 2023 year-end transfers to South Dakota FIT. All present Council Members voted aye; motion carried.

2023 Year-End Transfer of Reserves to South Dakota Funds Investment Trust

Street Dept.	\$20,000	Equipment Replacement
Fire Dept.	\$30,000	10% Liquor & 2% Malt Beverage Tax for Equipment Replacement
(602) Water Dept.	\$ 17,200	Water Tower Paint
(611) Telephone	\$200,000	New Construction & Equipment Replacement
(603) Electric	<u>\$525,000</u>	New Construction & Equipment Replacement
Total:	\$792,200	

2024 Animal Control Services Agreement: Following brief discussion, Boone made a motion, second by Tiedeman, to approve the 2024 Animal Control Services and Impoundment Facility Operation Agreement with Sioux Falls Area Humane Society. All present Council members voted aye; motion carried.

Public Hearing: A motion was made by Rohrer, second by Tiedeman, to authorize advertising for a one-day temporary malt beverage license for the Beresford Volunteer Fire Department Casino Night and set Tuesday, January 16, 2024 at 7:00 p.m. as the hearing date. All present Council members voted aye; motion carried.

Step-Pay Increase: As recommended by Street/Water/Sewer Supt. Heidebrecht, a motion was made by Schott, second by Tiedeman, to approve a step-pay increase for Tanner Knutson to \$25.97/hour, effective January 5, 2024. All present Council members voted aye; motion carried.

Beresford HRC Request: Zeimetz informed Council that Beresford Housing & Redevelopment Commission (HRC) is requesting a short-term loan for purchase of 19 acres from the Bak brothers for a housing development. Following discussion of the terms and repayment, Schott made a motion to approve a short-term loan to Beresford HRC for up to \$380,000 with interest at 4%. Tiedeman seconded the motion and all present Council members voted aye; motion carried.

Beresford Volunteer Fire Dept: A motion was made by Tiedeman, second by Rohrer, to accept the following roster of the Beresford Volunteer Fire Department for workers' compensation coverage. All present Council members voted aye; motion carried. Volunteers: Tarzan Mullinix, Curt Johnson, Jamie Henderson, Mike Sveeggen, Aaron Mullinix, Jerry Zeimetz, Doug Jensen, Chris Hofer, Al Mullinix, Mike Borah, Andrew Boden, Jeremy Kjose, Erik Traxler, Derrick Livingston, Benjamin Fahlberg, Michael Lind, Larry Boden, Eric Andal, Brian Fahlberg, A.J. Schable, Mark Bidne, Bruce Olson, Keaton Peterson, Kole Nordquist, Keegan Nordquist, Cody Duerksen, Logan Mullinix, Ben Seeley, Kyle Kleinschmit, Angela Carlson, Riley Johnson, Dylan Andal, Jordan Osmundson, Justin Gravely, and Lathen Norling. Council thanked the Volunteer Fire Department for their service and commitment to the organization and the community of Beresford.

Union County Pre-Disaster Mitigation Plan: Zeimetz informed Council of the Union County Pre-Disaster Mitigation Plan meeting to be held on January 19, 2024. Both Zeimetz and Johnson will attend the meeting and all Council members are invited.

Sewer Rate Surcharge: Resolution 2023-06 (approved at the June 15, 2023 meeting), is a resolution amending the City's rate structure which will provide for a surcharge for improvements to the City's sewer system which were mandated by State/Federal government. A surcharge of \$37.00 per customer will take effect on February 1, 2024, with first billing in March, 2024.

Discussion & Information Items

Department Head & City Administrator Annual Review: Zeimetz reminded Council that department heads typically provide information to Council for review prior to setting wages for 2024. Zeimetz will contact Mayor Anderson to discuss the evaluation process.

Meeting Change: Due to the Martin Luther King Holiday, the next regular City Council meeting will be Tuesday, January 16, 2024.

Solid Waste Contract: Ruby Zuraff, owner of Roo's Sanitation, was present to discuss garbage service and the 2024 contract with the City of Beresford. Zeimetz shared the approximate number of garbage cans/carts residents currently have. Discussion was held on potential charges for additional carts and how to track/bill them. Discussion was also held on the fuel surcharge.

Executive Session: At 8:04 p.m., a motion was made by Boone, second by Tiedeman, to enter into executive session to discuss contracts. All present Council members voted aye; motion carried. At 8:20 p.m. Council President Seeley declared Council out of executive session. No action was taken.

Federal Mileage Rate/State Meal Reimbursement: Council was informed of updated rates for reimbursement of mileage and meals for work-related travel.

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

AFLAC, insurance, \$2019.48 & \$3123.78; Baker & Taylor, books, \$140.70; Banner Assoc, evaluation, \$490.00 & WWTF improvements, \$19,652.65; Barnes & Noble, books, \$208.76; Beal Dist, beer, \$160.00; Beresford Cablevision, CATV bill, \$296.50; BMTC, monthly billing, \$1860.88; Beresford Mun Util, utilities, \$13,365.01; Border States Electric, hardware, \$1144.13; Cengage Learning, book, \$30.39; Certified Lab, supplies, \$409.02; Chesterman Co, resale, \$102.12; Colonial Life, insurance, \$46.56; Comfort Inn, lodging, \$245.00; Consortia, consulting, \$3900.00; Dakota Beverage, beer, \$155.95;

Dakota Supply, supplies, \$413.16; Diesel Machinery, equipment, \$705.06; Fiber Ring Rev, pooling fees, \$4866.00; Frostbite Four, advertising, \$300.00; Graybar Elec, tower light switches, \$9987.84; Grossenburg Imp, supplies, \$8.41; Keith Gunderson, refund, \$24.30; Lawson Products, supplies, \$211.02; Lewis & Clark RWS, water, \$28,018.84; Katelyn Logue, refund, \$31.33; LT Companies, over seed from damage, \$1200.00; Lumen, toll settlement, \$97.13; MidAmerican Research Chem, pool paint, \$1332.23; Missouri River Energy Serv, hydro/supplemental power, \$161,883.01;

Muller Auto Parts, repair/supplies, \$525.98; National Cable Television, affiliate fees, \$23,321.53; Olson's Ace Hardware, supplies, \$540.58; OPD Business Solutions, supplies, \$343.18; Productivity Plus, skidsteer, \$56,450.00; Quill Corp, supplies, \$276.06; Ben Reiter, mileage, \$40.00; SD Assn of Code Enforcement, 2024 dues, \$75.00; SD Bldg Officials Assn, 2024 dues, \$50.00; SD City Mgt Assn, 2024 dues, \$150.00; SD DENR, 2024 wastewater fee, \$2500.00; SD Gov FO Assn, dues, \$70.00; SD Dept of Rev, sales tax, \$27,413.67; SD EPath, E911 surcharge, \$441.25; SD Public Health Lab, lab fees, \$130.00;

SD Gov HR Assn, 2024 dues, \$50.00; SD Mun Elec Assn, 2024 dues, \$3188.00; SD Mun League, 2024 dues, \$2178.92; SD Mun Street Maint Assn, 2024 dues, \$35.00; SD Police Chiefs Assn, 2024 dues, \$200.00; SDML Work Comp Fund, 2024 work comp renewal, \$51,035.00; SECOG, 2024 dues, \$3795.00; SEAF0G, 2024 dues, \$100.00; Showtime Networks, affiliate fees, \$31.24; SS Graphics, graphics, \$500.00; Sturdevant's, parts, \$123.67; Total Stop Conv Store, fuel, \$1979.92; UPS, shipping, \$120.00; Gerald Voss, refund, \$40.63; Wheelco Truck & Trailer, parts, \$238.41.

December 2023 Payroll Totals:

Finance \$9069.60; Gov't Bldg. \$221.12; Police \$39,305.73; Street \$16,037.10; Parks \$7005.74; Water \$12,683.59; Electric \$40,817.18; Sewer \$11,975.52; Telephone \$45,471.27; Rubble/Recycling \$2401.13; Planning & Zoning \$1125.00; Library \$15,351.21; City Admin \$13,389.60; Golf Course \$6106.51; Clubhouse \$9952.54; Event Center \$384.38.

Adjournment: As there was no further business, Council President Seeley adjourned the meeting at 8:27 p.m.

Elaine Johnson, Finance Officer

Recorded by Kathy Stuessi

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

CITY OF BERESFORD

Notice is hereby given that the following license application for temporary sale of Malt Beverages for the Beresford Volunteer Fire Department on February 3, 2024 has been filed in the City Finance Office, Beresford, South Dakota.

One Day – Temporary Malt Beverage:

Beresford Volunteer Fire Department
301 North 10th Street
Beresford, SD 57004

A Public Hearing will be held on January 16, 2024 at the 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.

Dated at Beresford, South Dakota this 2nd day of January 2024

Elaine Johnson, Finance Officer

Publish: January 4, 2024

Legal, One Time

Published at an approximate cost of \$ _____

RESOLUTION 2024-01

SUBJECT: CABLE TV SERVICE RATES

BE IT RESOLVED by Beresford Cablevision, Inc. that effective February 1, 2024, the following cable TV rates are adopted:

Analog Cable

Basic Cable (Tier 1)	\$54.00
Expanded Basic (Tier 2)	\$108.00
Tier 2 Only Bethesda/Bethesda Inn	\$70.09
Tier 3/Showtime	\$127.50
Tier 3/HBO	\$127.50
Tier 4/HBO & Showtime	\$143.00

Digital Cable

Variety	\$12.50
Sports	\$9.50
Music	\$8.00
HD Basic	\$7.00
Digital HBO	\$19.50
Digital Showtime	\$19.50
Cinemax	\$11.50
Encore Movies	\$9.50
Starz	\$9.00

Digital Video Recorder (DVR)	\$19.00
Additional DVR	\$14.00
Digital Set-Top Box (non-recording DCT)	\$14.00
Additional Non-DVR	\$12.00

Adopted this _____ day of _____ 2024.

Nathan Anderson, Mayor

ATTEST: Elaine Johnson, Finance Officer

<u>Analog Cable</u>	2024 Prices	2023 Prices
Basic Cable (Tier 1)	\$54.00	\$43.00
Expanded Basic (Tier 2)	\$108.00	\$92.00
Tier 2 Only Bethesda/Bethesda Inn	\$70.09	\$63.75
Tier 3/Showtime	\$127.50	\$108.00
Tier 3/HBO	\$127.50	\$111.50
Tier 4/HBO & Showtime	\$143.00	\$125.00
<u>Digital Cable</u>		
Variety	\$12.50	\$12.50
Sports	\$9.50	\$9.50
Music	\$8.00	\$8.00
HD Basic	\$7.00	\$5.00
Digital HBO	\$19.50	\$19.50
Digital Showtime	\$19.50	\$16.00
Cinemax	\$11.50	\$11.50
Encore Movies	\$9.50	\$9.50
Starz	\$9.00	\$9.00
Digital Video Recorder (DVR)	\$19.00	\$18.00
Additional DVR	\$14.00	\$13.00
Digital Set-Top Box (non-recording DCT)	\$14.00	\$13.00
Additional Non-DVR	\$12.00	\$11.00

Beresford Police Department

2023 Annual Report

Printed on January 3, 2024

Code : Description	Reported Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
00F : Follow Up	10	4	4	14	12	8	9	8	3	3	2	3	80
02F : All Other Sex offenses	0	0	0	1	1	1	1	1	1	0	1	2	9
04B1 : Aggravated Assault Domestic Firearm	0	0	0	0	1	0	0	0	0	0	0	0	1
04C : Simple Assault	1	2	0	0	0	1	1	1	1	2	0	0	9
04D : Simple Assault Domestic	0	0	2	0	1	0	0	3	1	3	2	1	13
05A1 : Burglary - Forcible Entry - Residence	0	0	1	0	0	0	1	0	0	0	0	0	2
05A2 : Burglary - Forcible Entry - Non-Residence	0	0	0	0	0	0	0	1	0	0	0	0	1
05B1 : Burglary - Unlawful Entry - Residence	1	0	0	0	1	1	0	0	0	0	0	0	3
05C : Burglary - Attempted Forcible Entry	0	0	0	0	0	0	0	1	0	0	0	0	1
06A : Grand Theft	0	0	0	0	2	0	0	0	0	0	0	0	2
06B : Theft from Motor Vehicle	0	0	0	0	0	0	0	0	0	0	1	0	1
06D : Theft All Others	6	1	3	1	3	0	1	0	2	3	3	1	24
08 : Counterfeiting and Forgery	0	1	0	1	0	1	0	0	0	1	0	0	4
09 : Fraud	2	1	2	2	1	1	2	0	0	1	1	1	14
100 : Intentional Damage	1	0	2	4	0	1	0	0	1	0	0	2	11
11 : Stolen Property-buy,sell,possess	0	0	2	1	0	0	0	0	1	2	0	0	6
120 : Hang up 911 Call	0	0	1	0	0	0	0	1	0	1	0	0	3
123 : Pocket Dial or Misdial	1	0	1	0	1	1	0	0	0	0	0	0	4
125 : Harassment	0	0	1	1	0	0	0	1	0	0	1	0	4
126 : Welfare Check	2	1	1	5	3	5	6	5	4	7	6	8	53
127 : Sexual Contact	1	0	0	0	0	0	0	0	1	0	1	0	3
128 : Abandon vehicle	0	0	3	0	0	0	0	0	2	0	1	0	6
129 : Debrls in roadway	0	0	0	2	0	3	0	0	2	0	0	1	8
12 : Vandalism	1	0	0	0	0	4	1	0	0	0	1	1	8
130 : Same Incident-911 Calls	0	0	0	0	0	1	0	0	0	0	0	0	1
131 : Sex Offender Registry	4	0	4	2	1	1	5	4	2	3	1	0	27
132 : Truancy	8	4	9	2	3	0	0	1	4	2	7	9	49
133 : Open door	1	1	0	0	0	0	1	0	0	1	0	2	6
13 : Trespassing	1	2	2	2	1	0	0	0	2	2	1	1	14
15 : Narcotics and Drugs	4	6	3	1	4	1	2	1	3	3	2	0	30
16A : Runaway	0	0	2	1	2	2	1	3	1	1	0	0	13
16B : Juvenile Delinquency	2	1	0	1	3	0	1	2	1	2	3	0	16
16C : Child Abuse	0	1	1	1	4	0	1	0	1	0	1	0	10
16 : Family Offenses	0	0	0	0	7	0	3	0	1	2	1	2	16
17 : DWI	3	5	2	3	2	1	2	2	3	2	9	6	40
18A : Juvenile Violation	0	0	0	3	0	1	0	0	0	0	2	1	7
18 : Liquor Violation	0	0	0	0	0	1	0	0	0	0	0	0	1
18P : Protection Order Violation	0	0	0	0	0	0	1	0	0	0	0	0	1
19 : Disorderly Conduct	4	3	8	6	6	3	3	3	5	7	6	6	60
21 : Suicides and Attempts	0	3	0	0	0	0	1	0	0	0	1	0	5
24A : Agency Assist	4	10	11	16	12	14	10	10	6	5	12	6	116
24B : Motorist Assist	9	5	4	1	3	3	4	2	0	3	2	5	41

Code : Description	Reported Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
24C : Missing Person	0	0	1	1	0	1	0	0	0	0	1	0	4
24D : Mental Illness/Suicidal	1	2	0	1	1	2	1	3	0	3	2	1	17
24E : Escort/Transport	2	2	0	0	2	2	3	2	0	1	2	1	17
24F : Alarms	4	4	6	1	2	2	5	1	3	0	4	1	33
24G : Ambulance Calls	7	7	11	10	12	15	9	10	9	10	12	5	117
24H : Fire Calls	0	0	0	0	0	0	0	0	2	1	0	0	3
24I : All Others	8	3	4	3	7	15	5	7	2	10	5	2	71
24J : Controlled Burn	1	0	0	0	0	0	0	0	0	1	0	0	2
24K : Extra Patrol	34	40	26	20	25	6	4	9	34	28	31	53	310
24L : Lift Assist	1	0	1	1	0	0	0	2	0	0	0	1	6
24 : Other Services	0	0	0	0	0	0	0	1	0	0	0	0	1
25A : Lost Property	0	0	0	0	0	1	1	0	1	0	0	0	3
25B : Found Property	0	1	2	1	1	2	1	2	1	0	0	1	12
26A : Animals Lost	0	1	3	1	1	0	2	1	3	1	1	1	15
26B : Animals Found	3	3	2	2	4	0	3	6	3	2	4	4	36
26C : Animal Bites	1	0	0	0	0	0	0	0	0	0	0	0	1
26D : Animal All Others	0	2	4	9	18	9	2	3	8	7	8	8	78
27C : Hit and Run	2	0	0	0	0	2	1	0	0	1	0	0	6
28A : Signal 2 -State Reportable	0	0	3	0	1	0	0	1	2	1	1	0	9
28B : Non-state Reportable	4	3	1	1	0	2	1	2	1	4	0	1	20
29A : Hazard Moving Violations	11	8	12	16	19	9	14	7	8	13	12	12	141
29B : Non Hazardous Moving Violation	46	51	59	63	61	66	86	67	75	110	98	118	900
29C : Driving Complainant	3	4	2	3	1	5	0	9	7	1	6	4	45
29D : Parking Complaint	7	1	2	2	1	1	2	2	5	1	0	0	24
29E : Eluding	1	0	0	0	0	0	0	0	0	0	2	0	3
30A : Civil Papers Served	15	7	1	2	2	0	2	2	0	4	0	0	35
30B : Civil Papers-Negative Contact	1	0	0	7	2	0	0	1	0	1	0	0	12
30C : Civil Standby	1	0	1	0	1	1	1	2	1	0	0	2	10
30 : Civil Papers	1	1	0	0	0	0	0	0	1	0	0	0	3
30F : Fingerprinting	1	4	6	2	4	2	9	3	2	2	4	2	41
32A : Warrant served	1	0	1	0	1	0	1	1	0	1	1	0	7
32B : Negative Warrant Service	0	0	1	1	3	0	2	1	1	1	0	0	10
34 : Gas Drive Offs	0	1	0	0	0	0	0	0	0	0	0	0	1
35 : Accidently Created	0	0	0	0	1	0	0	0	0	1	0	0	2
36A : Out of County Warrant Served	0	0	0	0	0	1	0	0	0	0	0	0	1
38 : Abandoned-Found Person	0	0	1	0	1	0	0	0	0	0	0	0	2
63 : Falls	0	1	0	0	0	1	1	0	0	0	0	0	3
64 : Gas Leak	1	1	0	1	0	1	0	0	0	0	0	0	4
71 : Kidnapping-Unlawful Custody	0	0	0	0	0	1	0	0	0	0	0	0	1
72 : Lock Out-Lock In	0	1	0	1	0	1	1	0	1	0	0	0	5
76 : Outside Fire	0	0	0	0	0	0	2	0	0	0	0	0	2
80 : Public Disturbance	1	0	0	0	3	2	2	0	3	3	2	0	16
90 : Suspicious Package-Item	0	1	0	0	0	0	0	0	1	0	0	0	2
91 : Suspicious Person-Vehicle	6	5	9	5	12	11	6	4	11	6	3	5	83
92 : Threats	0	0	0	0	1	0	0	0	1	0	0	1	3
93 : Theft of Motor Vehicle	1	0	0	0	0	0	1	0	1	0	0	0	3

Code : Description	Reported Month												Totals
	1	2	3	4	5	6	7	8	9	10	11	12	
98 : Unknown Medical Problem	0	0	0	0	0	0	0	1	0	0	0	0	1
99 : Vehicle Fire	0	0	0	0	0	1	0	0	0	0	0	0	1
: Report not Needed	1	0	0	1	1	0	0	0	0	0	0	0	3
Totals	232	205	228	226	262	217	225	200	235	270	267	281	2848

Jerry Zeimetz

From: Michael Schurch
Sent: Thursday, January 11, 2024 2:10 PM
To: Jerry Zeimetz
Subject: Fw: [*EXT*]RE: Hybrid interceptor

Here is the answer I got from Nelson Auto Center in MN. Not sure how we want to proceed, but it sounds like limited to no availability for the Hybrids this year. I am going to reach out to a couple of different places to see if they have any.

MS

Chief Michael Schurch
Beresford Police Department
310 N 4th St.
Beresford, SD 57004
Ph: (605)-763-2103
Fax: (605)763-2060



From: Jessica Patelski | Fleet Dept <JPatelski@NelsonFleet.com>
Sent: Thursday, January 11, 2024 8:52 AM
To: Michael Schurch <mschurch@beresfordsd.com>
Subject: [*EXT*]RE: Hybrid interceptor

You don't often get email from jpatelski@nelsonfleet.com. [Learn why this is important](#)

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

Good morning Michael,
I am very sorry to hear that your order won't be fulfilled. We do happen to have a few extra 2024 3.3L Gas Interceptors that are expected to be built towards the end of this month. Unfortunately, we don't have any Hybrids available. Would you be interested in getting a gas engine at all?

Thank you so much,
Jessica Patelski
Fleet Sales
Nelson Auto Center
218-998-8827

jpatelski@nelsonfleet.com

From: Michael Schurch <mschurch@beresfordsd.com>
Sent: Wednesday, January 10, 2024 3:07 PM
To: Jessica Patelski | Fleet Dept <JPatelski@NelsonFleet.com>
Subject: Hybrid interceptor

Jessica,

We ordered a 2023 Ford Interceptor Hybrid from you last year and had another one from the state bid in South Dakota on order, expected to be here in June of 2024. We were just notified that the dealer from the South Dakota state bid will be unable to fulfill our order and we will not be receiving one. Just reaching out to you to see what you have for availability for either a 2023 or 2024 Ford interceptor Hybrid. We were very pleased with our last purchase from Nelson Auto Center and want to continue to do business with you guys. I look forward to hearing from you.

Thanks,
MS

Chief Michael Schurch
Beresford Police Department
310 N 4th St.
Beresford, SD 57004
Ph: (605)-763-2103
Fax: (605)763-2060



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City of Beresford

Budget to Actual - Income Statement Comparison (without Transfers)

DECEMBER 2023

Department/Fund	2023 - Actual		2023 - Budget		2023 - Budget		Over(Under) Budget		Profit/Loss
	YTD Revenue	YTD Expense	Revenue	Expense	Revenue	Expense	Revenue	Expense	
General Fund	\$ 4,018,630.68	\$ 2,373,450.54	\$ 2,470,115.00	\$ 2,658,859.00	\$ 1,548,515.68	\$ (285,408.46)	\$ 1,833,924.14	\$ (5,432.76)	\$ 1,833,924.14
Council		36,597.24		42,030.00					
Mayor		9,853.51		10,650.00					(796.49)
City Administrator		154,508.80		163,740.00					(9,231.20)
Finance Office		143,608.22		160,580.00					(16,971.78)
City Attny		23,816.16		26,800.00					(2,983.84)
Gov't Bldg		27,442.96		27,645.00					(202.04)
Police		644,394.19		644,835.00					(440.81)
Fire		49,551.43		79,650.00					(30,098.57)
Street		600,945.94		677,629.00					(76,683.06)
Mosquito		-		-					-
Park		224,998.27		315,035.00					(90,036.73)
Pool	37,634.89	130,457.19	38,000.00	135,580.00	(365.11)				(5,122.81)
Subsidies		68,357.44		68,360.00					(2.56)
Library		249,142.85		295,535.00					(46,392.15)
Planning & Zoning		9,776.34		10,790.00					(1,013.66)
Debt Serv/201&301	\$ 723,020.91	\$ 2,728,476.95	\$ 533,157.00	\$ 533,157.00	\$ 189,863.91	\$ 2,195,319.95	\$ (2,005,456.04)		\$ (2,005,456.04)
Liquor - 601	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Water - 602	\$ 840,082.14	\$ 817,047.52	\$ 759,445.00	\$ 765,402.26	\$ 80,637.14	\$ 51,645.26	\$ 28,991.88		\$ 28,991.88
Electric - 603	\$ 4,871,725.97	\$ 3,919,519.26	\$ 5,986,500.00	\$ 5,823,586.00	\$ (1,114,774.03)	\$ (1,904,066.74)	\$ 789,292.71		\$ 789,292.71
Sewer - 604	\$ 803,062.97	\$ 586,941.46	\$ 357,485.00	\$ 349,783.00	\$ 445,577.97	\$ 237,158.46	\$ 208,419.51		\$ 208,419.51
Telephone - 611	\$ 2,070,314.07	\$ 1,169,847.84	\$ 1,702,055.00	\$ 1,660,477.00	\$ 368,259.07	\$ (490,629.16)	\$ 858,888.23		\$ 858,888.23
Solid Waste - 612	\$ 216,623.92	\$ 167,331.88	\$ 227,695.00	\$ 205,790.00	\$ (11,071.08)	\$ (38,458.12)	\$ 27,387.04		\$ 27,387.04
Cablevision - 615	\$ 400,299.98	\$ 396,109.72	\$ 444,740.00	\$ 440,450.00	\$ (44,440.02)	\$ (44,340.28)	\$ (99.74)		\$ (99.74)
Bridges at Beresford									
Golf Course 640-4510	\$ 618,846.23	\$ 188,953.87	\$ 488,465.00	\$ 272,859.00	\$ 130,381.23	\$ (83,905.13)	\$ 215,286.36		\$ 215,286.36
Club House 640-4511/384	\$ 91,275.59	\$ 445,549.93	\$ 56,200.00	\$ 441,370.00	\$ 35,075.59	\$ 4,179.93	\$ 30,895.66		\$ 30,895.66
Event Center 640-4512/385	\$ 710,121.82	\$ 699,343.11	\$ 544,665.00	\$ 773,209.00	\$ 165,456.82	\$ (73,865.89)	\$ 239,322.71		\$ 239,322.71
Enterprise Totals	\$ 9,912,230.87	\$ 7,756,140.79	\$ 10,022,585.00	\$ 10,018,697.26	\$ (110,354.13)	\$ (2,262,556.47)	\$ 2,152,202.34		\$ 2,152,202.34
General Fund Total	\$ 4,741,651.59	\$ 5,101,927.49	\$ 3,003,272.00	\$ 3,192,016.00	\$ 1,738,379.59	\$ 1,909,911.49	\$ (171,531.90)		\$ (171,531.90)
Overall Totals	\$ 14,653,882.46	\$ 12,858,068.28	\$ 13,025,857.00	\$ 13,210,713.26	\$ 1,628,025.46	\$ (352,644.98)	\$ 1,980,670.44		\$ 1,980,670.44

112.50% 97.33%

CITY OF BERESFORD
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR PERIOD ENDING DECEMBER 2023

Enterprise Funds

	General/ Fund	Liquor Fund	Water Fund	Electric Fund	Sewer Fund	Telephone Fund	Garbage Fund	Golf Course	Cablevision	Total
Revenues										
310 Taxes	\$ 2,256,752.77									\$ 2,256,752.77
320 Licenses and Permits	27,371.18									\$ 27,371.18
330 Intergovernmental Revenue	106,166.16									\$ 106,166.16
340/370/380 Charges for Good and Services	54,753.89	-	838,885.61	4,758,574.40	800,484.52	1,984,312.46	214,920.76	708,171.60	383,557.66	\$ 9,743,660.90
350 Fines and Forfeits	-									\$ -
360 Miscellaneous Revenue	2,263,899.44								16,408.36	\$ 2,280,307.80
Total Revenues	4,708,943.44	-	838,885.61	4,758,574.40	800,484.52	1,984,312.46	214,920.76	708,171.60	399,966.02	\$ 14,414,258.81
Expenditures										
410 Mayor/ Council/ Atty/ City Admin/ FO	395,826.89									\$ 395,826.89
420 Police and Fire	693,945.62									\$ 693,945.62
430 Street	600,945.94									\$ 600,945.94
440 Mosquito	-									\$ -
452/453 Parks/Pool	355,455.46									\$ 355,455.46
454 Subsidies	68,357.44									\$ 68,357.44
455 Library	249,142.85									\$ 249,142.85
460 Planning & Zoning	9,776.34									\$ 9,776.34
470 Debt Service	428,456.82									\$ 428,456.82
410 Employee Expense		-	149,953.33	479,397.99	150,361.31	571,871.82	25,601.51	252,762.13	378,467.45	\$ 2,008,415.54
420 Other Current Expenses	2,112,688.66		432,868.83	368,441.39	385,649.53	548,066.19	137,286.98	196,905.31	4,983.75	\$ 4,186,890.64
4262 Materials (COS)		-	85,563.90	2,665,944.67	14,711.45	49,909.83	4,443.39	249,675.67	12,658.52	\$ 3,082,907.43
Total Expenditures	4,914,596.02	-	668,386.06	3,513,784.05	550,722.29	1,169,847.84	167,331.88	699,343.11	396,109.72	\$ 12,080,120.97
Excess of Revenue Over Expenditures	(205,652.58)	-	170,499.55	1,244,790.35	249,762.23	814,464.62	47,588.88	8,828.49	3,856.30	\$ 2,334,137.84
Other Financing Sources (Uses):										
Investment Earnings	32,708.15								333.96	\$ 32,708.15
Interest Expense	(97,331.47)		1,196.53	113,151.57	2,578.45	86,001.61	1,703.16	1,950.22		\$ (287,947.31)
Debt Paydown	(90,000.00)		(23,661.46)	(130,735.21)	(36,219.17)					\$ (490,000.00)
Transfers In (Out)	740,000.00		(125,000.00)	(275,000.00)			40,000.00			\$ 1,480,000.00
Long-term Debt Issued	-			450,000.00	-	250,000.00				\$ -
Sale of Fixed Assets	-									\$ -
Total Other Financing Sources (Uses)	585,376.68	-	(147,464.93)	157,416.36	(33,640.72)	336,001.61	41,703.16	1,950.22	333.96	\$ 941,676.34
Net Position/Change in Fund Balance	379,724.10	-	23,034.62	1,402,206.71	216,121.51	1,150,466.23	89,292.04	10,778.71	4,190.26	\$ 3,275,814.18

Net Cash Inflow(Outflow) BEFORE Transfers 1,795,814.18

CITY OF BERESFORD
STATEMENT OF NET POSITION
AS OF DECEMBER 2023

Enterprise Funds

	General/ Gov't Fund	Liquor Fund	Water Fund	Electric Fund	Sewer Fund	Telephone Fund	Garbage Fund	Golf Course	Cablevision	Total
ASSETS:										
Current Assets:										
100 Cash and Cash Equivalents	\$ 1,196,352.53	\$ -	\$ 146,814.98	\$ 54,764.65	\$ 175,611.01	\$ 575,880.73	\$ 216,906.45	\$ 13,095.62	\$ 167,856.50	\$ 2,547,282.47
110 Taxes Receivable - Delinquent	10,602.23									\$ 10,602.23
115 Accounts Receivable, Net	7,175.00		46,662.70	399,646.46	33,226.72	219,026.62	22,388.28	-	(2,200.51)	\$ 725,925.27
128 Notes Receivable	183,070.19									\$ 183,070.19
131 Due from Golf Course/Community Center	-									\$ -
132 Due from Other Governments	26,845.69									\$ 26,845.69
141 Inventory of Supplies	88,408.55		58,103.34	1,180,890.15	20,044.58	43,279.92		14,142.66	55,838.25	\$ 1,460,707.45
142 Inventory of Resale Items										\$ -
151 Investments-SDFIT	1,632,998.62		35,150.90	3,113,243.42	56,083.19	2,187,380.68	27,346.25	42,409.47	-	\$ 7,094,612.53
151 Investments-CDs										\$ -
155 Prepaid Expenses	35,122.68		6,325.72	19,716.38	2,959.72	11,517.81	713.75	6,503.28		\$ 82,859.34
Total Current Assets	3,180,575.49		293,057.64	4,768,261.06	287,925.22	3,037,085.76	267,354.73	76,151.03	221,494.24	12,131,905.17
Noncurrent Assets:										
107.1 Restricted Cash and Cash Equivalents	397,982.24			512,964.08	89,490.00					\$ 1,000,436.32
154 Deposits				14,223.89	10,201.49					\$ 24,425.38
157 Unamortized Discounts on Bonds Sold										\$ -
Capital Assets: (not including gov't funds)										
160 Land	577,044.92		30,738.42	22,249.94	19,000.00	15,300.00	62,930.82	301,267.92		\$ 1,028,532.02
162 Buildings	3,344,126.50		1,069,484.25	218,654.18	322,853.54	322,853.54	65,344.70	1,522,624.34		\$ 6,543,087.51
164 Improvements Other Than Buildings	7,321,476.45		4,778,609.86	13,627,815.15	4,871,411.38	51,194.78	1,757,972.50	585,265.85		\$ 32,993,745.97
166 Machinery and Equipment	2,631,141.93		81,069.33	1,453,396.34	171,674.75	10,350,740.85	46,623.15	303,228.97		\$ 15,366,361.66
168 Construction in Progress	104,875.00			0.45		(0.11)				\$ 104,875.34
Less: Accumulated Depreciation	(6,675,888.33)		(2,616,765.28)	(5,807,689.87)	(1,805,560.40)	(5,148,265.99)	(117,420.74)	(1,364,635.85)	(900,397.85)	\$ (24,436,624.31)
190 Intangible Assets			1,803,174.00					35,864.53		\$ 1,839,038.53
Less: Accumulated Amortization			(468,824.76)					(35,865.27)		\$ (504,690.03)
Total Noncurrent Assets	7,700,758.71		4,677,485.82	10,041,614.16	3,256,525.73	5,640,319.78	108,672.71	2,520,457.14	13,354.34	33,959,188.39
TOTAL ASSETS	10,881,334.20		4,970,543.46	14,809,875.22	3,544,450.95	8,677,405.54	376,027.44	2,596,608.17	234,848.58	46,091,093.56

Enterprise Funds

	General/ Gov't Fund	Liquor Fund	Water Fund	Electric Fund	Sewer Fund	Telephone Fund	Garbage Fund	Golf Course	Cablevision	Total
LIABILITIES AND FUND BALANCES:										
Current Liabilities:										
206 Accounts Payable	7,175.00	-	-	15,840.05	-	(1,127.95)	7,811.67	828.28	30,422.14	\$ 60,949.19
208 Due to General Fund	-	-	-	-	-	-	-	-	-	\$ -
217 Payroll Related Liabilities	(2,667.53)	-	25.27	(41.81)	1,963.24	2,934.18	-	2,835.77	-	\$ 5,049.12
220 Customer Deposits	-	-	-	13,610.00	-	10,960.00	-	-	-	\$ 24,570.00
224 Deferred Revenue	10,602.23	-	-	-	-	-	-	-	-	\$ 10,602.23
226 Current Portion of LT Debt	-	-	145,105.80	275,000.00	33,369.98	-	-	(0.42)	-	\$ 453,475.36
Total Current Liabilities	15,109.70	-	145,131.07	304,408.24	35,333.22	12,766.23	7,811.67	3,663.63	30,422.14	554,645.90
Noncurrent Liabilities: (not including govt' funds)										
231/237 Bonds Payable & Other LT Debt	-	-	1,010,863.34	6,140,000.00	1,059,435.35	-	-	-	-	\$ 8,210,298.69
233 Accrued Leave Payable	-	-	16,846.85	34,735.01	23,352.62	42,030.82	-	10,837.41	-	\$ 127,802.71
Total Noncurrent Liabilities	-	-	1,027,710.19	6,174,735.01	1,082,787.97	42,030.82	-	10,837.41	-	8,338,101.40
Fund Balances:										
253.10 Net Investment in Capital Assets	7,302,776.47	-	3,488,638.30	1,367,715.46	2,299,962.45	3,935,663.86	116,011.44	2,654,167.69	39,972.75	\$ 21,204,908.42
263 Nonspendable-General Fund Only	726,691.40	-	-	-	-	-	-	-	-	\$ 726,691.40
264 Restricted	1,231,023.95	-	-	511,653.08	-	-	-	-	-	\$ 1,742,677.03
267 Unassigned/Unrestricted	1,226,008.58	-	286,029.28	5,049,156.72	(89,754.20)	3,536,478.40	162,912.29	(82,839.27)	160,263.43	\$ 10,248,255.23
Current Year Net Income (Loss)	379,724.10	-	23,034.62	1,402,206.71	216,121.51	1,150,466.23	89,292.04	10,778.71	4,190.26	\$ 3,275,814.18
Total Fund Balances/Net Position	10,866,224.50	-	3,797,702.20	8,330,731.97	2,426,329.76	8,622,608.49	368,215.77	2,582,107.13	204,426.44	37,198,346.26
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 10,881,334.20	\$ -	\$ 4,970,543.46	\$ 14,809,875.22	\$ 3,544,450.95	\$ 8,677,405.54	\$ 376,027.44	\$ 2,596,608.17	\$ 234,848.58	\$ 46,091,093.56

BANK CASH REPORT
2023

BANK NAME	NOVEMBER	DECEMBER	DECEMBER	DECEMBER	OUTSTANDING	DEC BANK
FUND GL NAME	CASH BALANCE	RECEIPTS	DISBURSMENTS	CASH BALANCE	TRANSACTIONS	BALANCE
FIRST DAKOTA BANK						

BANK FIRST DAKOTA BANK						1,692,094.16
SWEEP FIRST DAKOTA -SWEEP BANK						1,750,201.31
101 General Checking Account	56,068.50	929,734.01	359,901.94	625,900.57		
101 Bad Check Account	554.34	0.00	0.00	554.34	42,768.91	
201 Second Penny	362,629.44	76,729.16	111,100.00	328,258.60		
211 Gross Receipts Tax	329,629.99	8,959.67	0.00	338,589.66		
301 Debt Svc-Clubhouse/Event Cntr	75,627.43-	0.00	0.00	75,627.43-		
302 Debt Svc - TIF District	0.00	0.00	0.00	0.00		
303 Debt Service - Public Safety	0.00	0.00	0.00	0.00		
304 Drinking WA 1 SRF	0.00	0.00	0.00	0.00		
305 Clean WA 2 SRF	0.00	0.00	0.00	0.00		
306 Drinking WA 2 DOT	0.00	0.00	0.00	0.00		
307 Clean WA 1 DOT	0.00	0.00	0.00	0.00		
308 HYBRID TURKEY TIF - CASH	0.00	0.00	0.00	0.00		
509 GRACE V NELSON EXPANSION 2022	0.00	0.00	0.00	0.00		
601 Municipal Liquor Store	0.00	0.00	0.00	0.00	385.72	
602 Water	211,583.66	63,427.54	128,196.22	146,814.98	32,299.89	
603 Electric	951,091.61	383,370.18	1,279,697.14	54,764.65	16,236.73	
604 Sewer	176,666.34	31,253.70	32,309.03	175,611.01	1,848.14	
611 Telephone	985,540.20	181,980.53	591,640.00	575,880.73	10,844.96	
612 Solid Waste	254,514.11	18,545.29	56,152.95	216,906.45	74.63	
615 Cablevision	166,883.21	35,503.37	34,530.08	167,856.50	6,331.02	
640 Bridges Golf Course	24,942.38	21,724.58	34,971.34	11,695.62	4,511.96	
750 Trust & Agency	0.00	0.00	0.00	0.00		
900 General Fixed Assets	0.00	0.00	0.00	0.00		
999 General Long Term Debt	0.00	0.00	0.00	0.00		
DEPOSITS					29,893.66	
WITHDRAWALS					50.00	
TRANSFER-OUT					792,200.00-	
SWEEP TRANSFER-IN					2,568.51	

FIRST DAKOTA BANK TOTALS	3,444,476.35	1,751,228.03	2,628,498.70	2,567,205.68	875,089.79	3,442,295.47
FSB- CABLEVISION CHECKING						

BANK FSB- CABLEVISION CHECKING						
615 CATV CHECKING ACCOUNT	0.00	0.00	0.00	0.00		
640 CATV CHECKING ACCOUNT	0.00	0.00	0.00	0.00		

FSB- CABLEVISION CHECKING TOTA	0.00	0.00	0.00	0.00	0.00	0.00
FSB- CSDP CHECKING						

BANK FSB- CSDP CHECKING						24,700.38
603 ELECTRIC-CUSTOMER DEPOSITS	14,448.33	550.56	775.00	14,223.89	75.00	
611 TELEPHONE-CUSTOMER DEPOSITS	10,601.08	300.41	700.00	10,201.49	200.00	

FSB- CSDP CHECKING TOTALS	25,049.41	850.97	1,475.00	24,425.38	275.00	24,700.38

BANK CASH REPORT
2023

BANK FUND GL	BANK NAME	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
1ST DAKOTA NATL BANK-CHECKING							
BANK 601	1ST DAKOTA NATL BANK-CHECKING VIDEO LOTTERY CHECKING	0.00	0.00	0.00	0.00		
	1ST DAKOTA NATL BANK-CHECKING	0.00	0.00	0.00	0.00	0.00	0.00
1ST DAKOTA NATL BANK- SAVINGS							
BANK 601	1ST DAKOTA NATL BANK- SAVINGS VIDEO LOTTERY SAVINGS	0.00	0.00	0.00	0.00		
	1ST DAKOTA NATL BANK- SAVINGS	0.00	0.00	0.00	0.00	0.00	0.00
SD PUBLIC FUNDS IN TRUST							
BANK 101	SD PUBLIC FUNDS IN TRUST GENERAL FUND SD FIT	196,329.16	50,846.55	0.00	247,175.71		6,302,412.53
201	SECOND PENNY FUND SD FIT	754,010.50	3,211.68	0.00	757,222.18		
211	GROSS RECEIPTS TAX SD FIT	623,538.88	2,655.94	0.00	626,194.82		
302	DEBT SERVICE - TIF DIST.	2,405.91	0.00	0.00	2,405.91		
506	SWIMMING POOL - CAP PROJECT	0.00	0.00	0.00	0.00		
602	WATER SD FIT	17,874.77	17,276.13	0.00	35,150.90		
603	ELECTRIC SD FIT	2,577,265.63	535,977.79	0.00	3,113,243.42		
604	SEWER SD FIT	55,845.32	237.87	0.00	56,083.19		
611	TELEPHONE SD FIT	1,978,951.39	208,429.29	0.00	2,187,380.68		
612	SOLID WASTE SD FIT	27,230.27	115.98	0.00	27,346.25		
615	CABLEVISION SD FIT	0.00	0.00	0.00	0.00		
640	BRIDGES GOLF COURSE SD FIT	42,229.60	179.87	0.00	42,409.47		
	TRANSFER-IN					792,200.00	
	SD PUBLIC FUNDS IN TRUST TOTAL	6,275,681.43	818,931.10	0.00	7,094,612.53	792,200.00-	6,302,412.53
=====							
	TOTAL OF ALL BANKS	9,745,207.19	2,571,010.10	2,629,973.70	9,686,243.59	83,164.79	9,769,408.38
=====							

BANK CASH REPORT
SWEEP BANK 99 TRANSFERS

DATE	TRANS #	TRANSFER	BANK #	BANK NAME	TRANSFER AMOUNT
12/31/2023	66	FROM	1	FIRST DAKOTA BANK	2,568.51
				TOTAL	----- 2,568.51

BANK CASH REPORT
2023

BANK NAME FUND GL	NOVEMBER CASH BALANCE	DECEMBER RECEIPTS	DECEMBER DISBURSMENTS	DECEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	DEC BANK BALANCE
FIRST DAKOTA BANK						

BANK FIRST DAKOTA BANK						1,692,094.16
SWEEP FIRST DAKOTA -SWEEP BANK						1,750,201.31
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302 Debt Svc - TIF District	0.00	0.00	0.00	0.00		
303 Debt Service - Public Safety	0.00	0.00	0.00	0.00		
304 Drinking WA 1 SRF	0.00	0.00	0.00	0.00		
305 Clean WA 2 SRF	0.00	0.00	0.00	0.00		
306 Drinking WA 2 DOT	0.00	0.00	0.00	0.00		

Second Penny		DEBIT	CREDIT
201-010-1010	CASH		\$75,627.43
201-0000-51100	TRANSFER OUT	\$75,627.43	

DEBT-SERVICE CLUBHOUSE/EVENT CENTER		DEBIT	CREDIT
301-010-1010	CASH	\$75,627.43	
301-000-3911	TRANSFER IN		\$75,627.43

South Dakota Transportation Commission Awards \$4 Million in Economic Development Grants



Date published: 12/22/2023

[Copy Permalink](#)

For Immediate Release:
Friday, Dec. 22, 2023

Contact:
Julie Stevenson, Strategic Communications Coordinator, 605-773-2898

South Dakota Transportation Commission Awards \$4 Million in Economic Development Grants

PIERRE, S.D. – At the South Dakota Transportation Commission meeting held on Thursday Dec. 21, 2023, commissioners awarded \$4.4 million in economic development grants for infrastructure improvements to counties and smaller communities across South Dakota. The economic development grant funds are designated to improve roads leading to

schools, main business areas, hospitals, grain elevators, and other economic areas within a community. The grants provide funding for 80 percent of the construction costs up to a maximum of \$600,000.

“The economic development grant program is a key way for the South Dakota Department of Transportation (SDDOT) to assist local governments with infrastructure improvements,” said **Transportation Secretary Joel Jundt**. “Without the grant funds, many rural communities would not have the financial ability to improve access and foster quality of life opportunities for residents today and into the future.”

Grants awarded by the Transportation Commission include:

Community Access Grants:

- City of Colton – Grant awarded in the amount of \$600,000 for 4th and 6th Street which serve the downtown business area
- City of Garretson – Grant awarded in the amount of \$600,000 for 4th Street which serves a business area.
- City of Mount Vernon – Grant awarded in the amount of \$538,300 for Railroad Avenue and Main Street which serve the local elevator and the downtown.
- Oglala Sioux Tribe – Grant awarded in the amount of \$600,000 for Manderson Main Street which serves a business area, school, and the pow wow grounds.
- Tripp County – Grant awarded in the amount of \$334,450 for 317th Avenue which serves a business area.
- City of Tyndall – Grant awarded in the amount of \$600,000 for 14th Avenue which serves a school.
- City of Wagner – Grant awarded in the amount of \$600,000 for Walnut Avenue SW which serves a school, nursing home, and a hospital.

Agri-Business Grant:

- Union County – Grant awarded in the amount of \$545,000 for 306th Street which serves Farmers Cooperative Society Grain Elevator.

Find economic development grant program information and the application process on the SDDOT website at <https://dot.sd.gov/doing-business/local-governments/transportation-economic-development-grants> or by contacting Paula Huizenga, Grants Program Engineer, at 605-773-6253.

About SDDOT:

The mission of the South Dakota Department of Transportation is to efficiently provide a safe and effective public transportation system.

Read more about the innovative work of the SDDOT at <https://dot.sd.gov>.

-30-

Other Posts by this Agency

Illegally Dumped Snow Causes Safety Issues

[Learn More](#)

SDDOT Seeks Public Input on Interstate 90 Exit 48 Interchange Modification Study

[Learn More](#)

**ORDINANCE #2024-01
Supplemental Appropriations**

**SUBJECT: An Ordinance to Supplement FY 2023 Appropriations and Declare an Emergency.
BE IT ORDAINED,** by the City of Beresford, SD that the following sums be supplementally appropriated to meet the obligations of the municipality for year-end 2023.

Appropriations:

Police Dept.	Part-Time Salaries	101-4210-41103	\$16,740
	FICA	101-4210-41200	\$ 2,600
	Group Health Insurance	101-4210-41500	\$22,725
	Machinery & Auto	101-4210-43600	<u>\$45,100</u>

Total Appropriations **\$87,165**

Source of Funding:

Unassigned Fund Balance	<u>\$87,165</u>
-------------------------	-----------------

Total Means of Finance **\$87,165**

Emergency Clause: The effective date to this Ordinance shall be the date of passage.

Eli Seeley, Council President

Attest:

Elaine Johnson, Finance Officer



January 10, 2024

Elaine Johnson
City of Beresford
101 N Third
Beresford, SD 57004

We are pleased to confirm our acceptance and understanding of the services we are to provide for the City of Beresford for the year ended December 31, 2023.

You have requested that we prepare the financial statements of the City of Beresford, which comprise the governmental funds balance sheet and the proprietary funds statement of net position as of December 31, 2023, and the related statement of revenues, expenditures, and changes in fund balance – governmental funds and statement of revenues, expenses, and changes in fund net position – proprietary funds for the year then ended. These financial statements will not include statements of cash flows and related notes to the financial statements as required by accounting principles generally accepted in the United States of America.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

1. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.

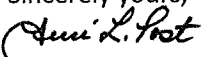
2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
3. The prevention and detection of fraud
4. To ensure that the entity complies with the laws and regulations applicable to its activities
5. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
6. To provide us with:
 - i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements.
 - ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - iii. Unrestricted access to persons within the City of Beresford of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Relevant Information

We estimate that our fees for these services will be \$3,750. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein, and our respective responsibilities.

Sincerely yours,


Acknowledged and agreed on behalf of the City of Beresford by:

Signature

Date

Jerry Zeimetz

From: Pat Carey <patc@bannerassociates.com>
Sent: Thursday, January 11, 2024 11:49 AM
To: Jerry Zeimetz; Elaine Johnson; Thomas Frieberg
Subject: [*EXT*]24192.00 - Banner Agreement for Beresford Bak Residential Development Project
Attachments: Beresford Bak Residential Development - Engineering Agreement.pdf

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

Jerry, Elaine and Tom:

Attached is Banner's proposed contract for the Bake Residential Development project for your review and Council consideration.

Please note that platting services are not included at this time. Once it has been determined if there will be one plat for the entire development or if multiple plats will be issued over time we can provide a contract for those services.

For budgeting purposes, we estimate a single plat would be \$12,000 and depending on number of individual plats, that option could total \$20,000

Hoping to stay ahead of the snow, we had begun the topographic and boundary survey work and still have some utility locates remaining.

Please review the attached and let me know if you have any questions.

Also, please let me know if you anticipate this being on the agenda for Jan 16 or Feb 5 – I would not be able to attend the meeting next Tuesday but should be available Feb 5 if needed.

We appreciate this opportunity to continue our work on this project with you!

Best Regards,

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



Banner Associates, Inc.

409 22nd Avenue South, Brookings, South Dakota 57006

Tel | 605.692.6342 Toll Free | 1.855.323.6342

Direct Dial | 605.696.9165 Cell | 605.690.7022

www.bannerassociates.com



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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Beresford** (Owner) and **Banner Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Beresford Bak Residential Development** (Project). Engineer's services under this Agreement (Services) are generally identified as follows:

Design Engineering and Bidding Services:

- Provide topographic survey and drone imagery for design;
- Project coordination meeting (1 each - prelim design and final design);
- Establish preliminary lot, utility and roadway layout;
- Develop preliminary opinion of probable construction cost;
- Design watermain and sanitary sewer utilities with appropriate service locations;
- Establish drainage design for development;
- Design storm drainage utilities;
- Design curb and gutter and street improvements;
- Develop storm water pollution prevention plan;
- Prepare final design and construction documents;
- Prepare opinion of probable project cost;
- Bidding documents and bidding assistance.

Construction Services:

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

Owner and Engineer further agree as follows:

1.01 Services of Engineer

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

2.01 Owner's Responsibilities

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

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

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

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **Anticipate coordination with SDHA on grant funding to bid project in summer / fall of 2024 with expectation for construction to be completed fall 2025.** ~~If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.~~
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

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

E. Basis of Payment

1. Lump Sum - Owner shall pay Engineer for **Design engineering and Bidding Services** as follows:
 - a. A Lump Sum amount of \$100,000.00.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
 2. Hourly Rates - Owner shall pay Engineer for **Construction Services** as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. The total compensation for Services and reimbursement of expenses is estimated to be \$110,000.00.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1. An allowance of \$5,000.00 is made for the preparation of Construction Plans of Record.

5.01 Termination

A. Termination for Cause

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

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

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

6.01 General Considerations

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

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

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

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

7.01 Definitions

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

8.01 Successors, Assigns, and Beneficiaries

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

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

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

9.01 Total Agreement

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

Attachments: Appendix 1, Engineer's Standard Hourly Rates

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

Owner:

City of Beresford, South Dakota

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

Nathan Anderson

(typed or printed)

Title:

Mayor

(typed or printed)

Address for giving notices:

103 North Third Street

Beresford, SD 57004

Designated Representative:

Name:

Jerry Zeimetz

(typed or printed)

Title:

City Administrator

(typed or printed)

Address:

103 North Third Street

Beresford, SD 57006

Phone:

605-763-2008

Email:

jerry@beresfordsd.com

Engineer:

Banner Associates, Inc.

(name of organization)

By:

Pat Carey
(authorized individual's signature)

Date:

1/11/2024

(date signed)

Name:

Pat Carey

(typed or printed)

Title:

Sr. Vice President

(typed or printed)

Address for giving notices:

409 22nd Avenue South

Brookings, SD 57006

Designated Representative:

Name:

Pat Carey

(typed or printed)

Title:

Sr. Vice President

(typed or printed)

Address:

409 22nd Avenue South

Brookings, SD 57006

Phone:

605-692-6342

Email:

patc@bannerassociates.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **January 11, 2024**.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

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

B. Schedule of Hourly Rates:

Schedule of Labor Rates and Expenses

Banner Associates, Inc.

January, 2023 and subsequent updates



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

SCHEDULE OF LABOR RATES AND EXPENSES

January 2023

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

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

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

Rates are subject to change annually.

Jerry Zeimetz

From: Austin Hansen
Sent: Wednesday, January 10, 2024 2:14 PM
To: Jerry Zeimetz; Rachel Johnson
Cc: Elaine Johnson
Subject: RE: M. Cooper - Step Up

Jerry,

I would like to remove Marcus from probation and recommend his step pay increase on 1/24/2024 from \$22.02/hr to \$22.71/hr at 82.5% of the scale.



Austin Hansen
General Manager
Beresford Municipal Telephone Co.

O: (605)763-2500 C: (605)214-5813 Email: austinh@beresfordtel.com

Web: www.beresfordtel.com Address: 101 N 3rd St, Beresford, SD 57004

From: Jerry Zeimetz <jerry@beresfordsd.com>
Sent: Tuesday, January 9, 2024 1:24 PM
To: Rachel Johnson <rachel@beresfordsd.com>; Austin Hansen <austinh@beresfordtel.com>
Cc: Elaine Johnson <elaine@beresfordsd.com>
Subject: RE: M. Cooper - Step Up

Austin, would this be Marcus's 6 month review to remove from probation. Please let me know if you would like to remove him from probation. Thanks.

From: Rachel Johnson <rachel@beresfordsd.com>
Sent: Tuesday, January 9, 2024 11:05 AM
To: Austin Hansen <austinh@beresfordtel.com>
Cc: Jerry Zeimetz <jerry@beresfordsd.com>; Elaine Johnson <elaine@beresfordsd.com>
Subject: M. Cooper - Step Up

Austin,

Marcus is up for a step pay increase on 1/24/2024 from \$22.02/hr to \$22.71/hr. This would be at 82.5% of the scale. Please advise your recommendation. This would get put on the 1/16/24 Council agenda and would become effective on the 2/09/24 payroll. Please let me know if you have any questions!

Thank you!

Rachel Johnson

City of Beresford/Finance Assistant

Email: rachel@beresfordsd.com

Phone: (605)763-2008

101 N 3rd St Beresford, SD 57004

BERESFORD FIRE AND RESCUE

Volunteer Efforts / Professional Results

2023 Activity Report

For the year, calls for service in general mirrored that of the past few years regarding call volume and types of calls. No serious injuries were reported by any of the firefighters. There were two critical events that transpired during 2023.

A head on crash one mile east of Beresford on Valentine's Day involving two ethanol transport semi-tankers. One was fully loaded with ethanol and the other one empty. This was a major Haz-Mat incident for the department. 8,000 gallons of fuel was involved with 3000 gallons of fuel leaking from one of the tankers. A major highway was blocked, and one fatality. Multiple agencies needed to be contacted and to respond. Law Enforcement from two counties and the SDHP. Sioux Falls Fire Department was requested to respond and to assist with the spill and containment. Alcester Fire Department was requested to respond with water and personnel to assist and stand by for other calls if necessary. Electrical power in the area had to be shut off and some evacuations in the nearby area occurred. State, Federal and County agencies needed to be contacted, briefed and to respond if needed. The state DOT and other entities also helped. The event lasted 4 hours and an additional 4 hours of clean-up time before highway 46 could be safely opened again around 8:00pm.

In December the fire chief's vehicle was destroyed when it was demolished by a loaded semi-tractor-trailer that was out of control entering an accident scene where the firefighters and EMS personnel were providing medical help due to an earlier crash. A Beresford ambulance was also hit by the semi and put out of service. Both vehicles were unoccupied at the time they were struck.

The State's P-25 emergency digital radio system was set up for service for the department in October. BFD has had the new radios in place for 9 months but can't use their assigned frequencies until the Union County Dispatch Center (911) receives their equipment and it is installed and programmed. There is no timeline in place for when that may happen.

The department was able to replace all SCBA gear. Most of the equipment was nearing life expiration dates. The project cost was set at \$135,000.00. The department received \$22,500.00 from the SD Volunteer Firefighter grant program towards the SCBA replacement.

BFD is in the process of replacing the fuel powered rescue equipment with new E-powered rescue tools. This new equipment plus some additional tools will all be self-powered by battery cells. The tools retain the same working strength and power but without a gas power-plant central power unit that must be started and eliminating hydraulic hoses to be connected to the tool to be used. The new equipment is instantaneously ready for use, saving critical lifesaving minutes.

BFD requires two sets of all rescue equipment because of our coverage area and the number of multi-vehicle crashes that we respond to on I-29.

BERESFORD FIRE AND RESCUE

Volunteer Efforts / Professional Results

With the equipment upgrades comes additional training and hands-on exercises using the equipment on actual vehicles. We would like to thank those people and businesses that support us and provide needed items and areas for our drills.

At the beginning of each year, we set yearly accomplishment goals. 2024 is the 125th year of protecting the Beresford community. The department started from scratch on August 16, 1899. The city provided \$50.00 financing. The volunteers along with the support of the community has magnificently developed us to where we are today.

2023 run Summary

The total number of 911 calls that were dispatched for our services was 111. Service calls, inspections and other department assistance calls were 19. The total call volume equaled 130 events.

Medical Assistance (40) remains our number one incident.

Grass Fires (16) were the next highest incident.

Vehicle Extrication and Rescue (17), followed in third place.

Vehicle Fires (8) were next.

The remainder of the calls that were fire related include 3 structure fires, hay fires etc. Weather events, gas leaks, carbon monoxide and fire alarm calls. Miscellaneous calls and mutual aid to other fire departments round out the list.

The estimated property value that was involved was 2.5 million dollars with an estimated loss of \$500,000.00.

The (volunteer) firefighters donated over 4500 hours of their personal time responding to calls, training, drills, and meetings.

BERESFORD FIRE AND RESCUE

Volunteer Efforts / Professional Results

State of the Department

The department was satisfactorily staffed with trained members and officers to maintain an IOS rating of 5. The rating is superior than the average ISO rating for a community of our size. The turnover of personnel is higher than in past years, but replacement members are substantial and are being readily trained.

The vehicles (10) are all in good working order and up to date. Units F-2 and F-2A are aged and replacement plans continue to be on going. There is significant support equipment for most operations with signed mutual aid agreements with other departments for equipment and personnel. Funding from budgeted tax support meets the operational expenses but grants and donations are needed to meet our replacement and new equipment requirements.

Loans have been acquired in the past when funds are not readily available. There are no loans outstanding at this date. Community support along with the dedication of the department's membership continues to be essential and is well supported.

Respectfully submitted to the fire department on January 9, 2024.

By T.A. "Tarz" Mullinix, Fire Chief BFD

Tarz

Jerry Zeimetz

From: tarzma@aol.com
Sent: Wednesday, January 10, 2024 10:47 AM
To: nathana@bmtc.net
Subject: [*EXT*]Beresford Fire Department changes

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

Good Morning Nathan, at last night's fire meeting it was election night for the Chief of the department for a two-year term. I decided that after the end of my present term I would not accept the position again. This would end my 45 years as chief of the department and would open the position to new blood. I supported and will continue to support Andrew Boden* in his new role as the Beresford FD chief officer. Andrew was nominated by the members of the department for this term and he accepted. I will still be a member of the fire department and will fill a vacant position of Assistant Chief.

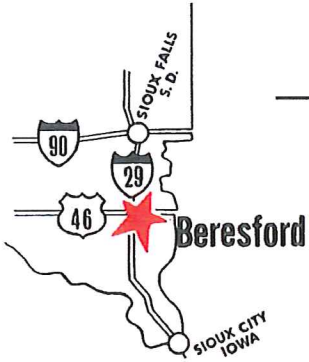
I want to thank the city mayor(s) past and present, along with the city council members during my time as Fire Chief. It has always been a great working relationship and I'm sure that will continue.

I would like to remain as the city's Emergency Manager and expand that area to some degree. The department is very stable and we are looking forward to our 125th year of existence.

Thank you,

Tarz

* Andrew Boden has been an active fireman on the Beresford FD for the past 18 years. Andrew is employed by the City of Sioux Falls as a member of the fire department. He is aggressively moving up the ranks in their department as a professional firefighter.



City Of Beresford

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

MUNICIPAL SUBSIDY DRAWDOWN REQUEST CITY OF BERESFORD

Bright Beginnings Childcare Center hereby requests the drawdown of the monetary subsidy appropriated for the agency on the FY2024 Municipal Budget in the amount of \$4,000.

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

Authorized Signature: Meg Anderson

Date: January 9, 2024

Beresford Childcare, Inc.

Statement of Activity January - December 2023

	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023
Revenue							
Donations	1,450.00						
Food Reimbursement	1,904.84	2,411.58	2,170.54	2,411.62	2,344.98	2,677.86	2,430.99
Grants	5,000.00				2,000.00		
Parent Fees	16,482.82	15,181.99	25,220.77	17,217.89	12,536.00	20,977.95	22,779.80
Total Revenue	\$24,837.66	\$17,593.57	\$27,391.31	\$19,629.51	\$16,880.98	\$23,655.81	\$25,210.78
GROSS PROFIT	\$24,837.66	\$17,593.57	\$27,391.31	\$19,629.51	\$16,880.98	\$23,655.81	\$25,210.78
Expenditures							
Accountant fees	186.39	186.39	181.06	181.06	181.06	186.39	180.54
Activity Supplies					80.90		
Advertising						158.40	
Bank Fees							
Building Supplies	44.15	507.98	735.46	542.79	88.33	3,504.75	470.57
Educational Supplies							
Emp Taxes 941			2,223.19				
General Supplies							
Groceries	1,186.11	1,291.23	657.15	1,577.29	1,530.69	2,164.58	523.10
Insurance	694.27			511.00	-207.00		
Insurance Premium		382.27	859.70	95.16	477.42	1,473.51	
Lawncare						90.00	
Natural Gas	72.00			144.00	50.95	72.00	
Office Supplies	12.00	63.00	14.34	113.74	158.51	44.64	
Payroll Expenses							
Taxes	1,359.67	4,778.03	1,317.74	1,281.41	1,654.54	1,495.22	1,470.23
Wages	16,244.76	18,804.76	15,743.09	15,310.20	19,928.85	18,393.88	18,539.65
Total Payroll Expenses	17,604.43	23,582.79	17,060.83	16,591.61	21,583.39	19,889.10	20,009.88
Repairs & Maintenance	100.00		85.45	89.43			
Training			90.00		35.00	70.00	
Utilities	613.83	595.47	904.60	672.47	744.59	696.14	705.82
Total Expenditures	\$20,513.18	\$26,609.13	\$22,811.78	\$20,518.55	\$24,723.84	\$28,349.51	\$21,889.91
NET OPERATING REVENUE	\$4,324.48	\$ -9,015.56	\$4,579.53	\$ -889.04	\$ -7,842.86	\$ -4,693.70	\$3,320.87
NET REVENUE	\$4,324.48	\$ -9,015.56	\$4,579.53	\$ -889.04	\$ -7,842.86	\$ -4,693.70	\$3,320.87

Beresford Childcare, Inc.

Statement of Activity
January - December 2023

	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	TOTAL
Revenue						
Donations						\$1,450.00
Food Reimbursement	1,186.52	1,302.83	1,205.06	1,320.78	1,262.46	\$22,630.05
Grants	4,000.00			1,000.00	3,581.34	\$15,581.34
Parent Fees	16,153.21	18,286.88	16,022.96	19,621.02	21,749.95	\$222,231.24
Total Revenue	\$21,339.73	\$19,589.71	\$17,228.02	\$21,941.80	\$26,593.75	\$261,892.63
GROSS PROFIT	\$21,339.73	\$19,589.71	\$17,228.02	\$21,941.80	\$26,593.75	\$261,892.63
Expenditures						
Accountant fees	200.72	765.70	181.60	209.35	215.72	\$2,855.98
Activity Supplies						\$80.90
Advertising						\$158.40
Bank Fees				10.00		\$10.00
Building Supplies	254.78	178.69	153.02	1,521.45	136.87	\$8,138.84
Educational Supplies				696.87	22.81	\$719.68
Emp Taxes 941						\$2,223.19
General Supplies			20.17			\$20.17
Groceries	607.31	540.98	3,076.64	1,322.95	432.28	\$14,910.31
Insurance						\$998.27
Insurance Premium	477.41	477.41	1,033.41	954.82	474.90	\$6,706.01
Lawncare	90.00	30.00	60.00			\$270.00
Natural Gas	144.00	72.00	72.00	56.00	56.00	\$738.95
Office Supplies	49.19		53.52	55.03		\$563.97
Payroll Expenses			15.00			\$15.00
Taxes	1,490.47	1,213.71	1,560.80	1,386.30	1,446.85	\$20,454.97
Wages	19,040.71	15,423.03	18,219.27	17,521.49	18,290.52	\$211,460.21
Total Payroll Expenses	20,531.18	16,636.74	19,795.07	18,907.79	19,737.37	\$231,930.18
Repairs & Maintenance		203.06		155.81		\$633.75
Training	93.00			35.00		\$323.00
Utilities	701.06	713.71	649.26	602.26	637.46	\$8,236.67
Total Expenditures	\$23,148.65	\$19,618.29	\$25,094.69	\$24,527.33	\$21,713.41	\$279,518.27
NET OPERATING REVENUE	\$-1,808.92	\$-28.58	\$-7,866.67	\$-2,585.53	\$4,880.34	\$-17,625.64
NET REVENUE	\$-1,808.92	\$-28.58	\$-7,866.67	\$-2,585.53	\$4,880.34	\$-17,625.64

**NOTICE OF VACANCY
BERESFORD CITY COUNCIL
BERESFORD SCHOOL DISTRICT
BERESFORD, SD**

The following offices will become vacant due to the expiration of the present term of office of the elective officer:

Council Member	Ward 1	2-year term	Troy Boone
Council Member	Ward 2	2-year term	Michael Tiedeman
Council Member	Ward 3	2-year term	Larry Rohrer
Mayor		2-year term	Nathan Anderson

Circulation of nominating petitions may begin on January 26, 2024 and petitions may be filed in the office of the finance officer located at 101 North Third Street, Beresford SD Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Central Standard Time and not later than 5:00 p.m. the 23rd day of February, 2024, or mailed by registered mail not later than the 23rd day of February, 2024, at 5:00 p.m. Central Standard Time.

The following school board positions will become vacant due to the expiration of the present terms of office of the following board members:

**School Board, 3-year term – Nathan Jensen
School Board, 3-year term – Deb Bergland**

Circulation of nominating petitions may begin on January 26, 2024 and may be filed in the office of the business manager located at Beresford School, 301 West Maple Street, Beresford, SD between the hours of 8:00 a.m. and 4:00 p.m. Central Standard Time not later than 5:00 p.m. the 23rd day of February, 2024, or mailed by registered mail not later than the 23rd day of February, 2024, at 5:00 p.m. Central Standard Time.

**City of Beresford
Elaine Johnson
Finance Officer**

**Beresford School District 61-2
Jared Olson
Business Manager**

Publish Jan. 18 & Jan. 25, 2024

Published twice at an approximate cost of \$ _____

2024 MUNICIPAL ELECTION CALENDAR

The dates to the right are the only date options for annual municipal elections. **There are no other date options.** The school may request to combine with you on any of these dates. Both jurisdictions have to agree to combine. If you intend to combine with the County for the June 4th Primary Election, you need to follow the City/School combining with the County Primary Election Calendar. The dates to the right do not reflect the dates you have to follow for a combined Primary Election on June 4th.

APRIL 9 **JUNE 4** **JUNE 18**

Second Tuesday in April
(a school may combine with you on this date)

First Tuesday after the first Monday in June
(may combine with School)

Must combine with the school on the third Tuesday in June

Deadline for the **governing board** to establish the election date if they choose a different date than the 2nd Tuesday in April. ([9-13-1](#) & [9-13-1.1](#) & [9-13-1.2](#) & [13-7-10](#))

No later than January 14

No later than January 14

No later than January 14

Publish notice of vacancies and time and place for filing petitions each week for two consecutive weeks. ([9-13-6](#), [9-13-40](#) & [05:02:04:06](#) & [13-7-5](#))

(NOTE: confirm that all notices have been received and published by the paper: ask for a confirmation email)

Between the dates of January 15th & 30th

Between the dates of Feb. 15th & March 1st

Between the dates of March 15th & 30th

Earliest date for candidate to sign the declaration of candidacy, to begin petition circulation and earliest date to file nominating petition. ([9-13-9](#), [9-13-40](#), [9-13-37](#), [13-7-6](#); [05:02:08:13](#) and [05:02:08:11](#))

January 26th

March 1st

April 9th

Deadline for filing nominating petition. If this is a **Friday**, please plan accordingly to be available to accept petitions. **Registered mail** is acceptable if postmarked by the deadline date and time. ([9-13-7](#), [9-13-40](#), [9-13-37](#), [13-7-6](#))

(FRIDAY)
Feb. 23rd
5:00 pm

(TUESDAY)
March 26th
5:00 pm

(FRIDAY)
May 10th
5:00 pm

Deadline for submission of written request to withdraw candidate's name from nomination. If you will not have an election, you DO NOT have to publish anything further or notify our office. ([9-13-7.1](#), [13-7-7](#) & [05:02:07:05](#))

Remember to issue certificates of election. See page 2 for more info.

Feb. 23rd
5:00 pm

March 26th
5:00 pm

May 10th
5:00 pm

Deadline for Candidates, in **first class municipalities only**, to file the **Candidate Financial Interest Statement** with the person in charge of the election. ([12-25-30](#))
A sample form can be found at [sdsos.gov](#).

Within 15 days of filing nominating petition

Within 15 days of filing nominating petition

Within 15 days of filing nominating petition

Have you ordered your election kit? McLeod's Printing in Mitchell (605-996-5151) is the only company in SD that sells election kits. Check to see if you need to order absentee ballot combined envelopes. Absentee materials may not be included in the election kit. ([05:02:10:01:03](#))

Order so you receive before absentee voting begins

Order so you receive before absentee voting begins

Order so you receive before absentee voting begins

Once you know you have an election, you must draw for candidate order on the ballot. Each candidate or candidate representative may be present. ([9-13-21](#))

Draw after petition filing deadline

Draw after petition filing deadline

Draw after petition filing deadline

Have your governing board appoint your Election Board. ([9-13-16.1](#) & [05:02:05:11:01](#)). You may use high school seniors (*must be 18 years old*). ([13-27-6.1](#)) Compensation for the election board. ([9-13-16.1](#)) The county auditor may have election worker names.

Anytime

Anytime

Anytime

First publication of voter registration notice. Must be published for **two** consecutive weeks. ([12-4-5.2](#) & [05:02:04:04](#))

Between the dates of March 4th & 8th

Between the dates of April 29th & May 3rd

Between the dates of May 13th & 17th

Second publication of voter registration notice. The last publication to be not less than ten nor more than fifteen days before the deadline for registration. ([12-4-5.2](#) & [05:02:04:04](#))

Between the dates of March 11th & 15th

Between the dates of May 6th & 10th

Between the dates of May 20th & 24th

Deadline for voter registration. (12-4-5)	March 25 th by 5:00 pm	May 20 th by 5:00 pm	June 3 rd by 5:00 pm
Absentee ballots must be made available no later than 15 days prior to the election (9-13-21). Sample ballots must be printed on yellow paper and we encourage you to put the word SAMPLE on the sample ballot. The paper ballot form can be found at 05:02:06:12 .	March 25 th	May 20 th	June 3 rd
Publish notice of election that needs to be published each week for two consecutive weeks. First publication must be at least 10 days before the election. (9-13-13 & 05:02:04:08) (Note: May 27 th is Memorial Day)	Weeks of March 25 th & April 1 st	Weeks of May 20 th & 27 th	Weeks of June 3 rd & 10 th
Publish facsimile ballot in the week before the election. The calendar week falls from the Monday to the Saturday of the week prior to the Tuesday of Election Day. (9-13-13 & 12-16-16.2 talks about the size for publication) (Note: May 27 th is Memorial Day)	Week of April 1 st	Week of May 27 th	Week of June 10 th
If using optical scan ballots: Not more than ten days prior to an election, the person in charge of the election shall conduct a test of the automatic tabulating equipment. Notice of the test, must be published at least 48 hours prior to the test. (12-17B-5 & 05:02:09:01.01) (Note: May 27 th is Memorial Day)	Anytime between March 30 th - April 8 th	Anytime between May 25 th – June 3 rd	Anytime between June 8 th – 17 th
Deadline for a voter to absentee vote in-person . (12-19-2.1)	April 8 th by 5:00 pm	June 3 rd by 5:00 pm	June 17 th by 5:00 pm
A voter, who is confined due to sickness or disability, may request an absentee ballot via authorized messenger until 3:00 pm the day of the election . The ballot must be returned to you in time for your or your staff to get it to the proper polling location by 7:00 pm (local time).	APRIL 9 until 3:00 pm	JUNE 4 until 3:00 pm	JUNE 18 until 3:00 pm
ELECTION DAY. Polls open 7:00 am to 7:00 pm. (9-13-1 , 13-7-10) The person in charge of the election MUST BE AVAILABLE from 7:00 am until the ballots have been counted and all election materials and supplies have been returned to the person in charge of the election.	APRIL 9	JUNE 4	JUNE 18
Deadline for official canvass. (9-13-24)	April 16 th	June 11 th	June 25 th
Issue certificates of election. (9-13-5 & 9-13-28 ; 05:02:15:08 & 05:02:15:09) (<i>Appointed candidates do not receive a certificate.</i>)	Within 2 days after canvass	Within 2 days after canvass	Within 2 days after canvass
In a first class municipality, an official must file an Elected Official Financial Interest Statement (3-1A-4). The financial interest statement is filed with the person in charge of the election and a sample form can be found at sdsos.gov .	Within 15 days of taking oath of office	Within 15 days of taking oath of office	Within 15 days of taking oath of office

Oaths of Office: There is nothing in Administrative Rule that outlines the form/wording of an oath of office. Please work with your (city or school, depending on which calendar) attorney to write the oath. Also, there is nothing that clearly guides you as to when your officials must take the oath. Work with your attorney regarding this. Reference [SDCL 9-14-5](#) for qualifying for office.

Note: If the municipal election is combined with a school election on a date other than the 2nd Tuesday in April, all dates follow [SDCL 13-7](#) (except when combined with the county for a primary election). Additional information on combining elections may be found at: <https://sdsos.gov/elections-voting/assets/CityandSchoolcombinedelectionQ&A.pdf>

Ballot color for combined elections: If combining, one ballot must be white, and the other jurisdiction will use a contrasting color (**do not use yellow** as that is the color for sample ballots). [05:02:06:18](#)

Notify County Auditor: Contact your county auditor when you know you will have an election and ask if he/she can be available from 7:00 am to 7:00 pm on that date to answer questions regarding voter registration. ([SDCL 7-7-2](#))

Missed Election Notices: We encourage any city that misses a publication to get it published and post the notice around their jurisdiction. The notice would still be considered late, and the election could still be challenged. Contact your city attorney if you miss a notice.

Petitions: To check the registration status of the candidate and petition signers (**Finance Officers are required by law to do this for candidate petitions**), per [05:02:08:00](#), go to: <http://cityandschoollookup.sdsos.gov/Login.aspx>. If you forgot your username and password, or never had one, contact the Secretary of State's Election Team and we will provide one to you. Elections@state.sd.us

First Class Municipalities: Aberdeen, Belle Fourche, Box Elder, Brandon, Brookings, Harrisburg, Huron, Madison, Mitchell, Pierre, Rapid City, Sioux Falls, Spearfish, Sturgis, Tea, Vermillion, Watertown and Yankton.

Home Rule Municipalities: Aberdeen, Beresford, Brookings, Elk Point, Faith, Ft. Pierre, Pierre, Sioux Falls, Springfield and Watertown.

Contact a member of the Secretary of State's Election Team with any questions at Elections@state.sd.us or 605-773-3537.

Additional **election information** can be found at: <https://sdsos.gov>. Click on **Elections & Voting** then the **City/School Resources** button.