

CITY OF BERESFORD
CITY COUNCIL REGULAR MEETING AGENDA
Monday, February 17, 2026, 7:00 P.M.
Beresford City Hall – 101 S. 3rd St.

[1] – Pledge of Allegiance

[2] – Call to Order & Roll Call

[3] – Adopt Agenda

[4] – Approve Minutes – February 2, 2026

[5] – Public Hearings- Request to Vacate a Portion of Sunnie Drive Right-of-Way

[6] – Visitors to be heard

- Beresford Archery Club

[7] – Committee and Mayor Report

[8]– Department Head, City Administrator and Engineering Reports

- Elaine Johnson, Finance Officer
 - January Financial Report

[9] – Old Business

[10] – New Business

- Resolution 2026-08 Vacation of a Portion of Sunnie Drive Right of Way
- Amendment No. 1 to Firm Electrical Service Contract No. 14-UGPR-1022 between the City of Beresford and Western Area Power Administration
- Renewable Energy Certificate Designated Entity Contract No. 25-UGPR-160 between the City of Beresford, Missouri River Energy, and Western Area Power Administration
- Hiring Part-Time Police Officer Tracy Grayson Lass at \$25.65 per hour
- Declare 2018 Chevrolet Tahoe as Surplus for Auction
- Declare Go Jotto console, Whelen Light/Siren System, and Axon 2 Body camera as Surplus for Disposal
- International Brotherhood of Electrical Workers (IBEW) Contract for 2026
- Retainer Agreement with Computer Forensic Resources, Inc.

[11] – Discussion and Information Items

- Beresford Area Radio Flyers 2025 Report
- South Dakota Municipal League District 3 Annual Meeting

[12] – Payment of Bills

[13] – Executive Session- Personnel SDCL 1-25-2(3)

[14] – Adjournment

Welcome to your City Council Meeting

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

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

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

Topic: Beresford City Council Meeting

Time: February 17, 7:00 PM Central Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 84 101 57004

Passcode: Beresford

Dial by your location

+1-253-205-0468 US

BERESFORD CITY COUNCIL
Monday, February 02, 2026

The Beresford City Council met in regular session in City Council Chambers at 5:30 p.m. The pledge of allegiance was recited.

Members Present: Mayor Eli Seeley presiding, Sarah Antonson, Pat Bickett, Kayla Bullis, Will Roelke, Larry Rohrer, Mike Tiedeman

Also Present: Finance Officer Elaine Johnson, City Administrator Jason Anderson, City Attorney Tom Frieberg, Shania Rozeboom representing the Chamber, Sherri Bousquet & Brandon Cooper of the Union County Assessor's office, Chief Andrew Boden

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

Approve Minutes: A motion was made by Tiedeman, seconded by Rohrer, to approve January 20, 2026, meeting minutes. All present Council members voted aye; motion carried.

Executive Session: At 5:31 p.m. a motion was made by Tiedeman to enter into Executive Session to discuss personnel matters pursuant to SDCL 1-25-2(4). The motion was seconded by Rohrer and all present Council members voted aye; motion carried. Mayor Seeley declared Council out of Executive Session at 7:00 p.m. No action was taken.

Visitors to be Heard:

- Shania Rozeboom, representing the Beresford Area Chamber of Commerce, appeared before the Council to confirm use of the Bridges Event Center for a Chamber Mixer scheduled for Friday, March 6, 2026.
- Sherri Bousquet and Brandon Cooper from the Union County Assessor's Office gave a presentation on property tax assessment.

Department Head, City Administrator and Engineering Reports

Jason Anderson, City Administrator:

- Electrical Rate Increase Announcement- Anderson informed council of the electric increase, an article regarding the rate increase can be found on the City Webpage.
- Council was updated on the sale of 101 N. 3rd Street, scheduled for 02-06-2026.

New Business:

- **Beresford Volunteer Fire Dept. Report:** Following review of the report, Rohrer made a motion to accept the Beresford Volunteer Fire Dept and Emergency Management 2025 Year-End Report as submitted by Fire Chief Andrew Boden. The motion was seconded by Bullis and all present Council members voted aye; motion carried.
- **Beresford Volunteer Fire Dept. Members:** A motion was made by Bickett and seconded by Rohrer to add Aaron Larson and Robert Johnson to Beresford Fire Department Official Roster. All present Council members voted aye; motion carried.
- **Pay Request:**
 - A motion was made by Bickett, seconded by Bullis, to approve pay request #9 Metro Construction for Bak Residential Development, in the amount of \$11,837.55. All present Council members voted aye; motion carried.
 - A motion was made by Rohrer, seconded by Tiedeman, to approve pay request #8 Musson Brothers Inc. in the amount of \$33,238.08. All present Council members voted aye; motion carried.
- **Beresford Combined City Election Agreement:**
 - A motion to accept the Combined City Election Agreement with Union County was made by Tiedeman and seconded by Bullis. All present Council members voted aye; motion carried.

- A motion to accept the Combined City Election with Lincoln County was made by Tiedeman and seconded by Bullis. All present Council members voted aye; motion carried.
- **RESOLUTION 2026-03 Bridges Golf Course Fees:** Following discussion, Rohrer made a motion to approve Resolution 2026-03 Bridges Golf Course fees. The motion was seconded by Bickett and all present Council members voted aye; motion carried.

RESOLUTION 2026-03

SUBJECT: BRIDGES GOLF COURSE FEES

BE IT RESOLVED, by the City Council of the City of Beresford: That all past fee structures for green fees, cart rental fees, trail fees, driving range fees, cart storage and annual fees are hereby amended.

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

The fees for the Bridges At Beresford Golf Course be as follows:

Green Fees

Weekday:		Weekend:	
9 holes	\$22	9 holes	\$27
18 holes	\$32	18 holes	\$37

Twilight Golf on Friday's Saturday's & Sunday's After 4 pm - \$44

10 Play punch card \$180 + tax (\$192.96)

Driving Range Family - \$250 / Single - \$200 / Junior - \$125

<u>Gas Cart Rental</u>	Anytime
9 hole	\$16/per person
18 hole	\$25/per person

Annual Pass

Family	\$630 + tax (\$675.36) (Inc. Family members 20 yrs. and younger)
Member Guest Add-on	\$250 + tax (\$268.00)
Single	\$505 + tax (\$541.36)
Senior – 65 or older	
Couple	\$460 + tax (\$493.12)
Single	\$365 + tax (\$391.28)
Student (Under 20 yrs old)	\$200 + tax (\$214.40)

Annual Gas Golf Cart Lease	Single \$400	Couple \$600
Annual Cart Storage	Electric \$255	Gas \$215
Non – Member Cart Storage	Electric \$475	Gas \$425
Annual Trail Fee	\$15 per day trail fee or \$140 + tax (\$150.08) for season	

(ALL MEMBERSHIP PRICES ARE SUBJECT TO SALES TAX)

Adopted this ____ day of February 2026

Eli Seeley, Mayor

ATTEST:

Elaine Johnson, Finance Officer

- **Resolution 2026-04 Appreciation for Kathy Stuessi:** Tiedeman made a motion to approve Resolution 2026-04 Appreciation for Kathy Stuessi. The motion was seconded by Rohrer and all present Council members voted aye; motion carried.

RESOLUTION 2026-04

RESOLUTION OF APPRECIATION FOR KATHY STUESSI

WHEREAS, on August 27, 2018, Kathy Stuessi began her service to the City of Beresford as Utility Billing/Telephone Clerk, faithfully serving the community for seven years and four months; and

WHEREAS, throughout her tenure, Kathy consistently demonstrated professionalism, dedication, and a strong commitment to public service, providing exceptional customer support, preparing accurate City Council meeting minutes, and successfully completing eighty-eight utility billings; and

WHEREAS Kathy's reliability, positive attitude, and willingness to go above and beyond have made a lasting impact on City operations and have earned the respect and appreciation of the Mayor, City Council, staff, and the citizens of Beresford; and

WHEREAS, though her presence will be greatly missed, Kathy leaves behind a legacy of excellence and will always remain a valued friend to the Beresford community.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Council of the City of Beresford hereby extend their sincere gratitude and appreciation to Kathy Stuessi for her loyal, dedicated, and exemplary service to the citizens of Beresford.

BE IT FURTHER RESOLVED that this Resolution shall be entered into the permanent records of the City of Beresford as a lasting acknowledgment of her contributions.

Adopted on this 2nd day of February 2026.

Eli Seeley, Mayor

ATTEST:

Elaine Johnson, Finance Officer

- **Part-Time hire at City Hall:** Tiedeman made a motion to approve Kathy Stuessi part-time with a of salary of \$25.78/hr. The motion was seconded by Bullis and all present Council members voted aye; motion carried.
- **Resolution 2026-05 Surcharge for Lewis & Clark Regional Water System Expansion 15.81MGD Project:** Tiedeman made a motion to approve Resolution 2026-05 Surcharge for Financing an Increase in Water Allocation from Lewis & Clark Regional Water System. The motion was seconded by Rohrer and all present Council members voted aye; motion carried.

**CITY OF BERESFORD
RESOLUTION 2026-05**

A RESOLUTION ESTABLISHING A SURCHARGE FOR FINANCING AN INCREASE IN WATER ALLOCATION FROM LEWIS & CLARK REGIONAL WATER SYSTEM

WHEREAS, the City of Beresford has determined that it is necessary to implement a water surcharge to finance the City's share of the Lewis & Clark Regional Water System's 15.81 MGD expansion project which will increase the daily capacity that will be allocated to the City after the expansion is complete;

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Beresford that the following municipal monthly water surcharge rate be implemented

Surcharge Rate

The monthly water surcharge effective March 1, 2026 shall be \$5.00 per unit

The monthly water surcharge effective January 1, 2027 shall be \$7.45 per unit

The monthly water surcharge effective January 1, 2028 shall be \$8.50 per unit

This surcharge shall be billed monthly as an additional itemized charge and shall be billed to all customers as a per meter charge except for multi-family and manufactured home park customers which serve multiple dwellings from a single meter, who will pay a monthly surcharge as set forth above for each dwelling unit served from the meter.

BE IT FURTHER RESOLVED that the above surcharge funds collected shall be dedicated to payment of costs associated with the City's allocation of extra capacity from the expansion of Lewis & Clark Regional Water System's treatment facilities.

Adopted this ___ day of February, 2026.

Eli Seeley, Mayor

Attest: _____
Elaine Johnson, Finance Officer

- **Resolution 2026-06 Authorized Representation for Missouri Basin Municipal Power Agency d/b/a Missouri River Energy:** Tiedman made a motion to approve Resolution 2026-06 Authorized Representation for Missouri Basin Municipal Power Agency d/b/a Missouri River Energy. The motion was seconded by Antonson and all present Council members voted aye; motion carried.

**CITY OF BERESFORD
RESOLUTION 2026-06**

RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATION FOR CITY OF BERESFORD AS A MEMBER OF MISSOURI BASIN MUNICIPAL POWER AGENCY D/B/A MISSOURI RIVER ENERGY SERVICES

WHEREAS, the City of Beresford, South Dakota, has entered into an agreement Establishing the Missouri Basin Municipal Power Agency, d/b/a Missouri River Energy Services (MRES), and as a member thereof is entitled to a representative who shall represent the Municipal Utility in the business of MRES.

NOW, THEREFORE, BE IT RESOLVED that Michael Antonson be and he is hereby designated and appointed as the representative of the City of Beresford, and to represent Beresford's Municipal Utility in the business of MRES, with the powers, duties and responsibilities as provided in said agreement. The alternate representative, Jason Anderson, is hereby designated and appointed, and authorized to represent the City with equal powers by the City Council for the City of Beresford.

Adopted this ____ day of February, 2026

Eli Seeley, Mayor

Attest: _____

Elaine Johnson, Finance Officer

- **Resolution 2026-07 Authorized Representation for South Dakota Municipal Power Agency-** Tiedman made a motion to approve Resolution 2026-07 Authorized Representation for South Dakota Municipal Power Agency. The motion was seconded by Rohrer and all present Council members voted aye; motion carried.

**CITY OF BERESFORD
RESOLUTION 2026-07**

RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATION FOR CITY OF BERESFORD AS A MEMBER OF SOUTH DAKOTA MUNICIPAL POWER AGENCY

WHEREAS, the City of Beresford, South Dakota, has entered into an agreement to establish the South Dakota Municipal Power Agency (SDMPA) and as a member thereof is entitled to a representative who shall represent the Municipal Utility in the business of SDMPA.

NOW, THEREFORE, BE IT RESOLVED that Michael Antonson be and is hereby designated and appointed as the representative of the City of Beresford, and to represent Beresford's Municipal Utility in the business of SDMPA, with the powers, duties and responsibilities as provided in said agreement. The alternate representative, Jason Anderson, is hereby designated and appointed, and authorized to represent the City with equal powers by the City Council for the City of Beresford

Adopted this ____ day of February, 2026

Eli Seeley, Mayor

Attest: _____

Elaine Johnson, Finance Officer

- **Bak Housing Development Covenants, Conditions and Restrictions:** Rohrer made a motion to approve Bak Housing Development Covenants, Conditions and Restrictions. The motion was seconded by Antonson and all present Council members voted aye; motion carried.

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

A&B Business Inc, copier, \$45.68; Adtran, Inc, Speed Testing, \$28,720.00; AFLAC, Insurance, \$2,168.82; AFLAC Inc, Insurance, \$801.18; Alphagraphics of SF, Decals, \$194.66; Amazon Capital Services, Office Supplies, \$99.65; Applied Concepts, Inc, Radar, \$2,687.00; Axon Enterprises Inc, Axon VR Installation, \$6,960.00; Banner Associates, Engineering, \$35,581.35; BAYCOM, Toughbook FZ-55 MK3 Bundle, \$3,586.00; Beresford Cablevision, Inc, Feb Billing \$230.00; EFTPS, Federal Excise Tax, \$397.82; Beresford Mun Telephone Dept, Feb Billing, \$1,170.03; Beresford Mun Utilities, Feb billing, \$18,645.67; Border States Electric Supply, Camera System, \$4,231.52; BW Ramkota SF, lodging, \$460.00; Lucille Carlson, refund, \$6.54; Central Point Large Print, Books, \$118.88; Colonial Life, Insurance, \$513.66; Consortia, Consulting Fees, \$3,900.00; Core & Main, supplies, \$1,539.44; Dakota Beverage, Beer, \$156.05; Eastway Auto Service Inc, Service, \$91.59; Electric Pump, Repair, \$11,554.08; Cengage Learning Inc, Books, \$123.96; Fiber Ring Revenue, pooling fees, \$4,250.00; Frieberg, Nelson & Ask, Service, \$500.00; Graham Tire Company Inc, Tires, \$704.00; Heiman Inc, Annual Maintenance, \$225.00; Ingram Library Services, Books, \$185.88; Jack's Uniform & Equip, Clothing, \$14.95; John Deere Financial, Repair, \$147.83; Lewis & Clark RWS, Water, \$29,630.20; Lumen, Toll Settlement, \$167.02; Midwest Alarm CO, Inc, Fire Alarm Testing, \$210.00; Metro Construction, Bak Housing Development, \$3,627.02; Midwest Tape LLC, DVD, \$21.24; Missouri River Energy Services, Hydro/Supplemental Power, \$168,731.75; Muller Auto Parts, Vehicle Repair, \$497.02; Musson Brothers, Inc, Sanitary Sewer Replacement, \$56,304.00; National Cable Television, Affiliate fees, \$15,671.40; Northern Plains Lumber, Supplies, \$22.18; TreviPay, Tools, \$207.96; O'Reilly Auto, Inc, Operating Supplies, \$9.49; ODP Bus Solutions, LLC, Office Supplies, \$309.36; Olson's Ace Hardware, Supplies, \$1,495.57; Playaway Products. LLC, Audiobooks \$372.68; Power&Tel, Supplies, \$405.41; Quill Corp, Operating Supplies, \$220.23; SD Public Health Lab, Labs, \$548.00; SD Epath, E911 Surcharge, \$545.00; SD Telecommunications Assoc, Membership, \$2,922.44; SECOG, administration,

\$1,00.00; Total Stop Convenience Store, fuel, \$1,759.72; Utilismart Corporation, Service Contract, \$1,540.00; Zabel Steel, supplies, \$86.78.

January 2026 Payroll Totals:

Finance \$6,492.80; Govt Bldg \$167.08; Police \$33,890.49; Street \$12,176.71; Parks \$4,708.80; Water \$11,783.67; Electric \$30,880.63; Sewer \$9,259.77; Telephone \$34,908.96; Rubble/Recycling \$1,291.23; City Council \$7,100.00; Library \$10,503.24; City Admin \$9,653.86; Golf Course \$4,532.80; Clubhouse \$6,971.72; Event Center \$599.98.

Executive Session: At 8:31 p.m., a motion was made by Tiedeman, seconded by Antonson, to enter into Executive Session for personnel as per SDCL 1-25-2(4). All present members voted aye; motion carried. Mayor Seeley declared Council out of executive session at 10:15 p.m. On a motion by Tiedeman, seconded by Bullis the following 2026 City Administrator and Department Head Salaries were presented, all present Council Members voted aye, motion approved. City Administrator Jason Anderson, \$129,272.00; Electric Supt. Michael Antonson, \$125,236.80; Telephone General Manager Austin Hansen, \$109,595.20; Street Supt. Jeff Heidebrecht, \$44.27/hr.; Finance Officer Elaine Johnson, \$90,584.00; Police Chief Michael Schurch, \$42.60/hr.; Head Librarian Jane Norling, \$67,537.60; Bridges Clubhouse/ Event Center Manager Ben Reiter, \$79,393.60; Golf Course Supt. Jason Strand, \$60,694.40; Park Supt. Kelly Haisch, \$64,272.00.

Adjournment: As there was no further business, Mayor Seeley adjourned the meeting at 10:18 p.m.

Elaine Johnson, Finance Officer
Recorded by Tony Harris

**RESOLUTION 2026-08
VACATING STREET RIGHT OF WAY**

BE IT RESOLVED by the City Council for the City of Beresford, Lincoln and Union Counties, South Dakota:

WHEREAS, the City of Beresford having been presented with a Petition for the vacation of a portion of a street right of way; and

WHEREAS, the Beresford City Council finding that due and proper notice of hearing for the vacation of said portion of a street right of way was published once each week for at least two successive weeks in the Beresford Republic; and

WHEREAS, the City Council having determined at the public hearing that the portion of the street right of way to be vacated will not be used for a right-of-way as originally platted;

NOW, THEREFORE, be it resolved by the City Council for the City of Beresford that the portion of the right of way for Sunnie Drive as originally platted in the Plat of Bak Frist Addition recorded in Book 18 of Plats, Page 178 and as identified on Exhibit A attached hereto which is situated adjacent to the following parcels:

Lots 1 & 2, Block 3 of Bak's First Addition to the City of Beresford, Lincoln County, South Dakota.

is hereby vacated and the portion of the street right of way so vacated shall become a part of said Lots 1 & 2. The properties which are affected by the vacation of the street right of way are those legally described above.

Dated this 17th day of February, 2026 .

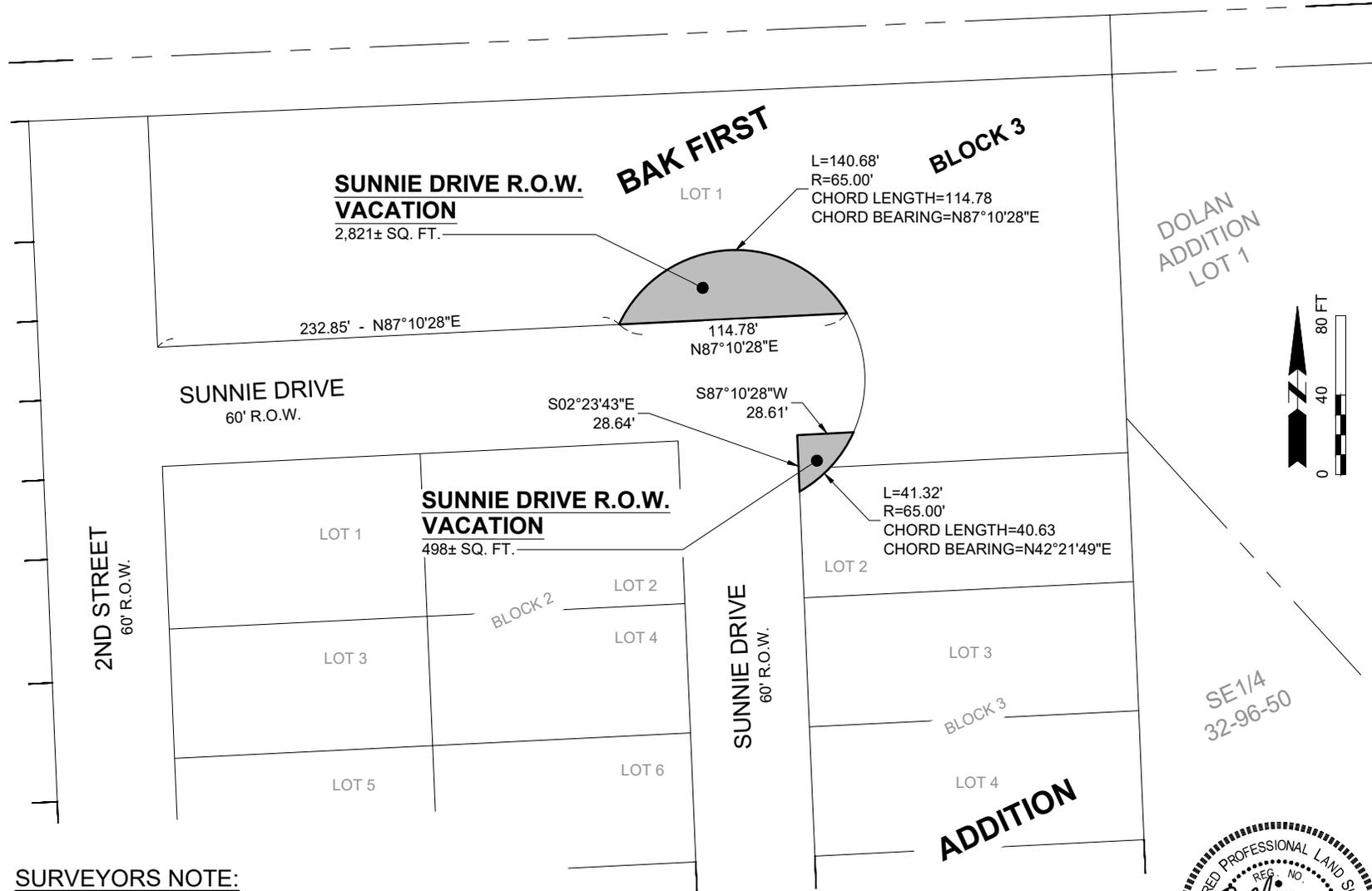
CITY OF BERESFORD

Bejamin Eli Seeley, Mayor

ATTEST:

Elaine Johnson, Finance Officer

EXHIBIT A
R.O.W. VACATION OF SUNNIE DRIVE
 WHICH WAS DEDICATED BY PLAT TO THE CITY OF BERESFORD,
 LINCOLN COUNTY, SOUTH DAKOTA



SURVEYORS NOTE:
 THE VACATED PORTION OF SUNNIE DRIVE R.O.W. WAS DEDICATED TO THE CITY OF BERESFORD BY THE PLAT OF "LOTS 1-14 IN BLOCK 1; LOTS 1-12 IN BLOCK 2; LOTS 1-7 IN BLOCK 3; LOTS 1-4 IN BLOCK 4; LOTS 1-8 IN BLOCK 5; LOTS 1-4 IN BLOCK 6; AND LOTS 1-7 IN BLOCK 7; ALL OF BAK FIRST ADDITION, AN ADDITION TO THE CITY OF BERESFORD, LINCOLN COUNTY, SOUTH DAKOTA" FILED IN **PLAT BOOK 18 ON PAGE 178** THEREOF.

LEGEND
 VACATED R.O.W.

EXHIBIT A
 R.O.W. VACATION OF SUNNIE DRIVE
 CITY OF BERESFORD, LINCOLN COUNTY, SOUTH DAKOTA



PROJECT / SHEET TITLE:

JOB No.:	24192-00
DATE:	NOVEMBER 2025
SURVEYOR:	CDM
DESIGNER:	-
TECHNICIAN:	MRH

SHEET No. :
1 OF 1



Department of Energy
Western Area Power Administration
Upper Great Plains Customer Service Region
P.O. Box 35800
Billings, MT 59107-5800

PM-0002

B6206.BL

Mr. Jason Anderson
City Administrator
City of Beresford
101 South Third Street
Beresford, SD 57004-1741

Dear Mr. Anderson:

Attached, for your consideration, is a Docusign envelope of proposed Amendment No. 1 to Firm Electric Service Contract No. 14-UGPR-1022 (FES Amendment) between the City of Beresford, South Dakota (Beresford), and Western Area Power Administration (WAPA) and Renewable Energy Certificate (REC) Designated Entity Contract No. 25-UGPR-160 (REC Contract) between Beresford, Missouri Basin Municipal Power Agency d.b.a. Missouri River Energy Services (MRES), and WAPA.

The FES Amendment updates the General Power Contract Provisions (GPCPs) to the GPCPs dated July 17, 2025, and the REC Contract provides the terms and conditions MRES shall follow in providing REC Management Services to Beresford, consistent with WAPA's latest Upper Great Plains Region (UGPR) REC Program Principles dated August 7, 2025 (REC Principles), and the GPCPs. Additionally, this REC Contract terminates previous REC Contract No. 23-UGPR-139 dated February 14, 2024. Also attached are the WAPA UGPR REC Program Principles Acknowledgement Form (Acknowledgement Form), which must be signed in accordance with the REC Contract, and, for reference, the REC Principles. The FES Amendment and REC Contract are referred to collectively in this letter as Documents.

The changes to the GPCPs are as follows: GPCP 17 was updated to allow the resale of environmental attributes associated with firm electric power (i.e., RECs). GPCP 44 was updated in accordance with Executive Order 14173 entitled "Ending Illegal Discrimination and Restoring Merit-Based Opportunity."

The Parties agree that the Documents may be signed and executed digitally in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

The Documents are in final form for your signature. If the Documents are satisfactory, please take the following actions to ensure proper execution and administration:

- Have the appropriate official fill in the appropriate blocks and digitally sign the Documents using DocuSign.
- Have the official's signature attested by filling in the appropriate blocks and digitally sign using DocuSign.
- Attach a copy of the city council meeting minutes or resolution approving the REC Contract.
- Apply the electronic seal, if there is one, to the signature page.
- Complete and sign the Acknowledgement Form using DocuSign.
- Any changes or alterations made to the Documents shall render them null and void.
- Please DocuSign the Documents within 60 days of the date above or the Documents shall be null and void.

WAPA will review the Documents and completion of the Acknowledgement Form upon return and, if satisfactory, execute and date the Documents with a digital signature. One executed FES Amendment and REC Contract will then be returned for your use.

If you have any questions, please contact Brianna Gray at (406) 606-8021, bgray@wapa.gov.

Sincerely,

Lori L. Frisk
Vice President of Power Marketing
for Upper Great Plains Region

Attachments:

FES Amendment and GPCPs dated July 17, 2025
REC Contract and GPCPs dated July 17, 2025
WAPA UGPR REC Program Principles dated August 7, 2025
WAPA UGPR REC Program Principles Acknowledgement Form

(Sent electronically)



Department of Energy
Western Area Power Administration
Upper Great Plains Customer Service Region
P.O. Box 35800
Billings, MT 59107-5800

PM-0002

B6206.BL

Mr. Terry Wolf
Vice President and Chief Operating Officer
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services
P.O. Box 88920
Sioux Falls, SD 57109-8920

Dear Mr. Wolf:

Attached, for your consideration, is a DocuSign envelope of proposed Renewable Energy Certificate (REC) Designated Entity Contract No. 25-UGPR-160 (Contract) between the City of Beresford, South Dakota (Beresford); Missouri Basin Municipal Power Agency d.b.a. Missouri River Energy Services (MRES); and Western Area Power Administration (WAPA).

The Contract provides the terms and conditions MRES shall follow in providing REC Management Services to Beresford, consistent with WAPA's latest Upper Great Plains Region (UGPR) REC Program Principles dated August 7, 2025 (REC Principles), and the General Power Contract Provisions (GPCPs). Additionally, this Contract terminates previous REC Contract No. 23-UGPR-139 dated February 14, 2024. Also attached, for reference, are the REC Principles. WAPA confirms receipt of MRES's completed and signed WAPA UGPR REC Program Principles Acknowledgement Form.

The Parties agree that the Contract may be signed and executed digitally in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

The Contract is in final form for your signature. If the Contract is satisfactory, please take the following actions to ensure proper execution and administration:

- Have the appropriate official fill in the appropriate blocks and digitally sign the Contract using Docusign.
- Have the official's signature attested by filling in the appropriate blocks and digitally sign using Docusign.
- Complete and sign the Certificate using Docusign.
- Apply the electronic seal, if there is one, to the signature page.
- Any changes or alterations made to the Contract shall render it null and void.
- Please Docusign the Contract within 60 days of the date above or the Contract shall be null and void.

Once both MRES and Beresford have signed, WAPA will review the Contract upon return and, if satisfactory, execute and date the Contract with a digital signature. One executed Contract will then be returned to each Party for their use.

If you have any questions, please contact Brianna Gray at (406) 606-8021, bgray@wapa.gov.

Sincerely,

Lori L. Frisk
Vice President of Power Marketing
for Upper Great Plains Region

Attachments:

REC Contract and GPCPs dated July 17, 2025

WAPA UGPR REC Program Principles dated August 7, 2025

(Sent electronically)

Contract Amendment No. 1
Contract No. 14-UGPR-1022
City of Beresford, South Dakota

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO
THE CITY OF BERESFORD, SOUTH DAKOTA

(General Power Contract Provisions)

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO
THE CITY OF BERESFORD, SOUTH DAKOTA

(General Power Contract Provisions)

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General Power Contract Provisions dated July 17, 2025

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO
THE CITY OF BERESFORD, SOUTH DAKOTA

(General Power Contract Provisions)

1. PREAMBLE: This Contract Amendment is made on _____,
between the UNITED STATES OF AMERICA, acting through the Western Area Power
Administration, hereinafter called Western, and the CITY OF BERESFORD, SOUTH
DAKOTA, a municipal corporation duly organized under and by virtue of the laws of the
State of South Dakota, hereinafter called Beresford or Contractor; their successors and
assigns, each sometimes hereinafter called the Party or all sometimes hereinafter
collectively called the Parties, as part of Contract No. 14-UGPR-1022, dated July 29,
2015 (Original Contract), as amended, pursuant to the same authorities as the Original
Contract, and subject to all the provisions as the Original Contract except as herein
amended.

2. EXPLANATORY RECITALS:

2.1 The Parties previously entered into the Original Contract which provides for, among
other things, the sale of firm electric power and energy to Beresford through
December 31, 2050.

2.2 Western's General Power Contract Provisions (GPCP) dated September 1, 2007, made part of the Original Contract, have been revised.

2.3 The Parties want to amend the Original Contract to incorporate the revised GPCP dated July 17, 2025.

2.4 Therefore, this Amendment No. 1 to the Original Contract will modify certain provisions of the Original Contract.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF AMENDMENT: This Contract Amendment shall become effective on the date of its execution, and shall remain in effect concurrently with the Original Contract and shall terminate coincidentally therewith.

5. MODIFICATION OF THE GENERAL POWER CONTRACT PROVISIONS SECTION OF THE ORIGINAL CONTRACT: Section 18, "General Power Contract Provisions," of the Original Contract is hereby deleted, and the following new Section 18 shall be substituted therefor:

"18. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein."

6. ORIGINAL CONTRACT TO REMAIN IN FULL FORCE AND EFFECT: Except as expressly modified by this Contract Amendment, the Original Contract shall remain in

full force and effect, and this Contract Amendment shall be subject to all provisions, except as herein modified, of the Original Contract.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract Amendment may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

8. EXECUTION IN COUNTERPARTS: This Contract Amendment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract Amendment may be detached by any counterpart of this Contract Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract Amendment identical in form hereto, by having attached to it one or more signature pages.

IN WITNESS WHEREOF, the Parties have caused this Contract Amendment to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing

for Upper Great Plains Region

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

CITY OF BERESFORD, SOUTH DAKOTA

By _____

Attest:

Title _____

By _____

Address 101 South Third Street

Title _____

Beresford, SD 57004-1741

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

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* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term “uncontrollable force” means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors’, its employees’, agents’, or subcontractors’ construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

Contract No. 25-UGPR-160
City of Beresford, South Dakota
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

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

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR MISSOURI BASIN MUNICIPAL POWER AGENCY
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Certificate
General Power Contract Provisions dated July 17, 2025

Contract No. 25-UGPR-160
City of Beresford, South Dakota
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

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

1. PREAMBLE: This Contract is made on _____, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA, represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, the CITY OF BERESFORD, SOUTH DAKOTA, a municipal corporation duly organized under and by virtue of the laws of the State of South Dakota, hereinafter called Beresford or Contractor, and MISSOURI BASIN MUNICIPAL POWER AGENCY, a body corporate and politic duly organized under and by virtue of the laws of the State of Iowa, doing business as Missouri River Energy Services, hereinafter called MRES or Contractor; their successors and assigns, each sometimes hereinafter called the Party or all sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 WAPA's Upper Great Plains Region (WAPA-UGPR) implemented a Renewable Energy Certificate (REC) Program in 2022.

2.2 This REC Designated Entity Contract (Contract) was developed in accordance with the WAPA-UGPR REC Program Principles, effective August 7, 2025, as amended or superseded, and provides for WAPA to allocate RECs to its customers.

2.3 Beresford entered into Firm Electric Service Contract No. 14-UGPR-1022 (FES Contract), dated July 29, 2015, as amended, with WAPA for the sale of firm electric power and energy to Beresford.

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

2.5 Beresford selected MRES to be Beresford's Designated Entity and provide REC Management Services to Beresford.

2.6 The Parties want to terminate REC Designated Entity Contract No. 23-UGPR-139 and enter into this Contract that allows for resale of RECs.

2.7 This Contract provides the terms and conditions MRES shall follow in providing REC Management Services to Beresford, consistent with the WAPA-UGPR REC Program Principles and the applicable General Power Contract Provisions dated July 17, 2025.

3. DEFINITIONS:

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

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

3.3 Midwest Renewable Energy Tracking System (M-RETS): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.4 Renewable Energy Certificate (REC): A digital certificate which represents the generation of renewable electricity. One megawatt hour of renewable energy is equal to one REC.

3.5 REC Management Services: MRES's acceptance of the transfer or export of RECs on behalf of Beresford from WAPA and the management (e.g., retiring, transferring, exporting, or resale) of such RECs on behalf of Beresford.

3.6 Retirement: The removal of a REC from circulation for voluntary or compliance purposes. A REC cannot be transferred or sold once retired.

3.7 Transfer: The electronic movement of RECs from an M-RETS account to another M-RETS account.

4. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

5. TERM:

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

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

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

5.4 Though WAPA may solicit input, WAPA can change the WAPA-UGPR REC Program Principles, without notice, at its discretion, at which time Beresford and MRES must agree to the updated WAPA-UGPR REC Program Principles within 90 days or WAPA may terminate this Contract.

5.5 WAPA will distribute RECs in 2051 for RECs generated up to December 31, 2050, in accordance with this Contract.

5.6 TERMINATION: Contract No. 23-UGPR-139, dated February 14, 2024, between the Parties is hereby terminated as of the effective date of this Contract No. 25-UGPR-160.

6. EXISTING FIRM ELECTRIC SERVICE CONTRACT:

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

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

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

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

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

7.2 WAPA uses M-RETS to track the RECs initially designated for Beresford.

7.3 WAPA shall transfer and/or export Beresford's RECs to MRES from M-RETS on an annual basis for MRES to manage the RECs on Beresford's behalf. WAPA shall transfer to MRES's M-RETS account unless MRES notifies WAPA of a change in MRES's tracking system account before February 1 of each year.

7.4 MRES shall provide REC Management Services to Beresford.

7.5 All transfer, export, retirement, M-RETS, and/or other tracking system account fees are the sole responsibility of MRES and/or Beresford. Beresford and/or MRES are responsible for paying applicable fees before receiving RECs from WAPA. Billing and payment for such transactions shall be in accordance with Section 8 of this Contract.

7.6 Any WAPA administrative fees associated with the transfer and/or export of RECs are the responsibility of Beresford.

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

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

7.9 MRES must receive electronic or written approval from Beresford before transferring, exporting, or selling Beresford's RECs to an entity not party to this Contract. MRES must provide WAPA proof of Beresford's approval upon request.

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

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

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

7.13 Beresford and MRES are responsible for ensuring RECs transferred or exported pursuant to this Contract are not double counted, and WAPA disclaims any responsibility therefor.

7.14 WAPA makes no warranties or guarantees that the RECs associated with Federal hydropower meet any Federal, state, or local standards.

7.15 Beresford's and MRES's right to claim, hold, resell, or otherwise use RECs is only for the term of the FES Contract.

8. BILLING AND PAYMENT PROVISIONS:

8.1 Prior to the transfer and/or export of RECs, WAPA shall bill Beresford, and Beresford shall pay for any costs associated with the transfer and/or export of RECs.

8.2 WAPA will not transfer and/or export RECs until advance payment is received.

8.3 WAPA reserves the right to charge an additional administrative fee at its own discretion. WAPA shall notify Beresford before charging an administrative fee associated with the transfer and/or export of RECs.

9. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein except that Provisions 2 through 16, 18 through 30, 33, and 36 shall not apply.

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

11. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract may be signed and executed by digital signature in accordance with WAPA's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

12. EXECUTION IN COUNTERPARTS: This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract may be detached by any counterpart of this Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

Contract No. 25-UGPR-160
City of Beresford, South Dakota
Missouri Basin Municipal Power Agency
d.b.a. Missouri River Energy Services

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day
and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing
for Upper Great Plains Region

Address P.O. Box 35800
Billings, MT 59107-5800

(SEAL)

CITY OF BERESFORD, SOUTH DAKOTA

By _____

Attest:

Title _____

By _____

Address 101 South Third Street

Title _____

Beresford, SD 57004-1741

(SEAL)

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

By _____

Attest:

Title VP and Chief Operating Officer

By _____

Address P.O. Box 88920

Title Senior Regulatory &

Sioux Falls, SD 57109-8920

Contracts Counsel

CERTIFICATE

I, Derek J. Bertsch, certify that I am the Senior Regulatory & Contracts Counsel of Missouri Basin Municipal Power Agency d.b.a. Missouri River Energy Services, the corporation named as Contractor or MRES herein; that Terry Wolf, who signed the above Contract on behalf of MRES, was then its Vice President & Chief Operating Officer; that such Contract was duly signed for and on behalf of MRES by authority of its governing body and is within the scope of its governmental powers.

Signature

(SEAL)

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

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* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term “uncontrollable force” means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors’, its employees’, agents’, or subcontractors’ construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

Western Area Power Administration
Upper Great Plains Region (UGPR)
Renewable Energy Certificate Program Principles

1. Customers that receive Pick-Sloan Missouri Basin Program -- Eastern Division Firm Electric Service (FES) allocations and take delivery of firm energy are eligible to obtain Renewable Energy Certificates (RECs) under the Upper Great Plains Region (UGPR) REC Program (Program). Customers that receive FES allocations and take delivery of firm energy will be allocated RECs under the Program and will herein be called Participants. Peaking power contracts are excluded from the Program.
2. RECs will be allocated annually based upon the energy associated with each customer's FES allocation. Energy generated from U.S. Bureau of Reclamation (Reclamation) and the U.S. Army Corps of Engineers (CORPS) hydropower facilities during the preceding calendar year will be allocated in the ratio of one (1) REC to one (1) megawatt hour (MWh) generated. Purchase Power, including Purchase Power from renewable resources, is not part of the Program.
3. Generation from the hydropower facilities fluctuates each year. Participants will be allocated RECs on a proportionate share of the actual generation from the hydropower dams in UGPR, not to exceed each Participant's firm power allocation.
 - a. Should generation be less than the sum of the Participants' firm power allocations, Participants will receive a proportionate share of RECs for actual generation from each hydropower dam in UGPR that year. This amount may be less than the Participant's firm power allocation.
 - b. Should generation be greater than the sum of the Participants' firm power allocations, WAPA may, at its sole discretion, allocate the excess RECs to Participants on a proportionate share to offset lesser generation years.
 - c. The equation for determining each Participant's allocated RECs shall be the total available RECs multiplied by each Participant's percentage of firm energy, then rounded down to the last whole MWh.
 - d. Allocated RECs cannot exceed the Participant's firm power allocation.
4. WAPA offers these RECs as an additional benefit of the firm energy delivered to Participants and considers RECs an environmental attribute of the energy generated by Reclamation and the CORPS. RECs are subject to the same terms and conditions as the Participant's FES Contract.
5. WAPA makes no warranties or guarantees that the RECs qualify for or meet any Federal, state, or local renewable energy standards. It is the Participant's responsibility to verify whether RECs qualify for Federal, state, or other renewable energy standard requirements.
6. Tracking and Management of RECs: UGPR uses the Midwest Renewable Energy Tracking System (M-RETS) to track each Participant's annual proportionate share of RECs from each of UGPR's eight hydropower dams.
 - a. Yellowtail Dam was initially registered by WAPA's Rocky Mountain Region in a separate tracking system, Western Renewable Energy Generation Information System (WREGIS). UGPR's portion of the Yellowtail Dam generation RECs (50 percent)

are imported from WREGIS to M-RETS annually. RECs originating from the Yellowtail Dam may not be compatible for exporting to tracking system accounts outside of M-RETS due to system incompatibility (i.e., M-RETS to North American Renewables Registry).

7. WAPA shall hold each Participant's RECs in separate subaccounts in M-RETS, unless other arrangements have been requested. WAPA will not sell or retire RECs for Participants.
8. Participants may request other arrangements for the tracking and management of their RECs which include: 1) managing their own RECs in M-RETS; 2) managing their own RECs in a tracking system compatible with receiving exports from M-RETS (compatible tracking system); or 3) designating another entity (Designated Entity), approved by WAPA, to manage the Participant's RECs in M-RETS or a compatible tracking system on the Participant's behalf.
 - a. A separate contract with WAPA is required to transfer or export RECs to Participants and Designated Entities.
 - b. Participants and/or their Designated Entity are responsible for:
 - i. tracking, managing, transferring, exporting, retiring, and selling RECs and paying any associated fees.
 - ii. ensuring the double counting of RECs does not occur, and WAPA disclaims any responsibility therefor.
 - iii. ensuring established REC Program Principles are followed, including but not limited to, following the terms of the FES Contract.
 - c. Upon request and receipt of associated fees, WAPA will transfer or export RECs to the Participant or Designated Entity in accordance with the separate contract as mentioned in 8a above.
 - d. The Participant's and Designated Entity's right to claim, hold, resell, or otherwise use RECs is only for the term of the Participant's underlying applicable firm power contract.
9. RECs associated with Project Use Power Contracts will be allocated in the same manner as FES Contracts.
10. UGPR REC Program Costs:
 - a. Costs for WAPA to administer the program and costs for the initial issuance of RECs will be incorporated into the UGPR firm power rate.
 - b. Costs associated with transferring and/or exporting RECs to a Participant's or Designated Entity's account, and other costs as described in Principle 8b above, are the responsibility of the Participant and/or Designated Entity.
 - c. Advanced funding will be required.
11. WAPA reserves the right to suspend or terminate the Program upon reasonable advance written notice to Participants. Though WAPA may solicit input, it can change these Principles, without notice, at its discretion.
12. Participant shall indemnify WAPA and hold it harmless from any claims related to the use, management, or resale of RECs.

Approved: _____ Date: _____

WAPA-UGPR REC Program Principles Acknowledgement Form

By signing below, _____ acknowledges, concurs,
(Organization Name)
and will comply with the WAPA-UGPR REC Program Principles dated August 7, 2025.

Printed Name: _____

Title: _____

Signed: _____

Date: _____

Contact Information:

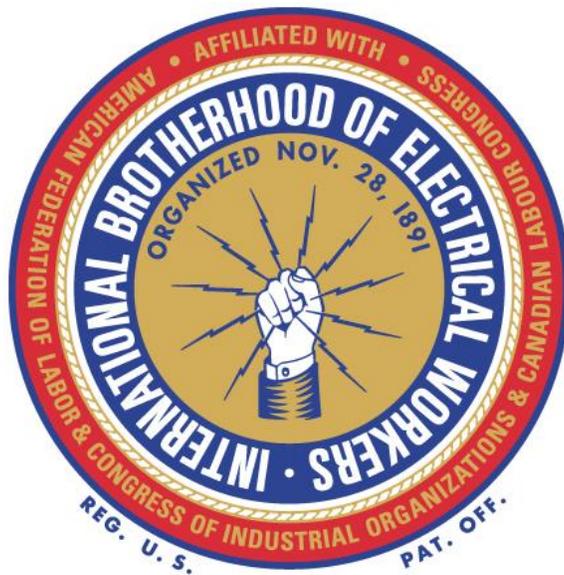
Organization: _____

Address: _____

**Beresford Police Department
Surplus/junk**

Item:	Serial #	Year purchased
Go Jotto console	N/A	2018 Junk
Whellen light & siren	N/A	2018 Junk
2018 Chevrolet Tahoe	1GNSKFEC6JR215489	2018 Surplus (Purple Wave)
Axon Body 2 camera	X81488686	2020 Junk

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF BERESFORD
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL UNION NO. 426
AFL-CIO



EFFECTIVE:
JANUARY 1, 2026
THROUGH
DECEMBER 31, 2026

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This Agreement made and executed by and between the City of Beresford, Beresford, South Dakota, its successor or assigns, (hereinafter referred to as the "Employer/City") and International Brotherhood of Electrical Workers Local Union No. 426, affiliated with the AFL-CIO, (hereinafter referred to as the "Union".)

TERMS AND AMENDMENTS

This Agreement, when signed by the proper officers of the Employer and the union and approved by the President of the International Brotherhood of Electrical Workers Local Union No. 426, shall become operative as of January 1, 2026, and shall continue in full force and effect to and including December 31, 2026.

This Agreement shall continue in full force and effect from year to year thereafter unless written notice is given by either party hereto to the other on or before September 1st, or thereafter on or before September 1st to any subsequent annual expiration date requesting that the Agreement be amended or canceled. Any such notice by either party hereto shall not be effective except on or before September 1, 2026, or September 1st prior to any annual expiration date. Any notice of desire to change, amend, modify or cancel this Agreement by either party shall serve to reopen this Agreement for bargaining by each party as to all the terms and conditions thereof.

ARTICLE I: RECOGNITION

Section 1: The Employer hereby recognizes International Brotherhood of Electrical Workers Local Union No. 426, AFL-CIO, as certified formal representatives of its employees in a unit described as all regular employees of the Beresford Municipal, excluding supervisory employees, management, part-time or temporary employees (as defined below) and confidential employees.

Section 2: The City recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to hours, wages, and other conditions of employment for all employees covered by this Agreement.

Section 3: There is attached hereto and made a part hereof Appendix "A" which lists the position titles and rates of pay for each position covered by this Agreement.

Section 4: For the purpose of this Agreement, the following definitions shall apply:

- A) **Probationary Employee:** A person who is hired to fill a job position will be classified as a probationary employee for the first six (6) months of employment.

B) Regular Employee: A person who has completed the six (6) month probationary period, and who has, at the end of the period, been rated satisfactory by the supervisor, will be classified as a regular employee upon approval by the City Council.

C) Temporary/Part-time Employee: A person whose employment is fixed at the time of employment not to exceed one thousand forty (1040) hours of work in the twelve (12) month period following the person's date of hire or any subsequent twelve (12) month period. The one thousand forty (1,040) hours may be extended by written mutual agreement of both parties.

ARTICLE II: COMPLIANCE WITH THE LAW

Section 1: Nothing in the Agreement shall be construed to require either party to the Agreement to act in violation of any applicable state or federal law or legal regulation. In the event that any such condition arises, the Agreement shall be modified in respect to either or both parties to the extent necessary to comply with such law or regulation.

Section 2: If any provision of this contract or the application of the same shall be held invalid, the legality of the other provisions of the contract shall not be affected thereby.

Section 3: This agreement will recognize all language in the Family & Medical Leave Act (FMLA)

Section 4: Employees of the city will abide by the sexual harassment and discrimination language in the policy manual.

ARTICLE III: MANAGEMENT RIGHTS

Section 1: The customary functions of the management for the carrying on of the business and operation are recognized and vested exclusively in the Employer. Such customary rights include the control and regulation of usages of its machinery, equipment and other property; the determination of the number, location and continuance of use of its plants and offices; the subletting of work; the direction and control of its work force as to size and composition and assignment of employees; to make all changes, rules, policies and practices; to hire, promote, retire, demote transfer, layoff and recall employees to work; to determine the work schedules as to hours and shifts to be worked; to reprimand, suspend, discharge or otherwise discipline employees for just cause and otherwise generally manage the Employer direct the work force and establish terms and conditions of employment.

Section 2: Such right and power shall not be exercised arbitrarily or unfairly to any employee and shall not be exercised so as to violate any provision of this contract. No rule, procedure or practice of the management shall be contrary to any provision of this contract.

ARTICLE IV: CONDUCT OF UNION AFFAIRS

Section 1: The Employer recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee because of membership in the Union.

Section 2: Pursuant to the rules and regulations of the Union, the Union shall select at least one steward to represent the employees covered by this Agreement. All stewards referred to in this Agreement shall be regular employees of the Employer.

Section 3: Prior to the discharging of steward duties, the Union shall furnish, to the Employer, in writing, the names of such stewards.

Section 4: The steward shall be instructed by the Union as to the duties and responsibilities of the steward, both representing the employees to the City and in interpreting the provisions of this Agreement to the employees. The steward shall be available to the City to aid in securing compliance with the terms of this Agreement. The steward shall be available to any employee to assist in the handling of any grievance, as provided in the grievance procedure.

Section 5: The steward shall be permitted to devote reasonable periods of time to represent assigned work groups during normal working hours, without loss of pay, but not to exceed more than one (1) hour per pay period.

Section 6: The City shall not treat a Union steward any more or less favorably than any other employee of the City.

Section 7: The City will afford space on the City's bulletin boards for use by the Union for the purpose of posting notices relating to the Union. Such notices shall be restricted to one (1) change in rules and regulations of the Union; two (2) changes in personnel on committees and officers of the Union; three (3) notice of time and place of regular and special Union meetings, social functions and entertainments sponsored by the Union or its International.

ARTICLE V: COMMITTEE FOR UNION/MANAGEMENT COOPERATION

Section 1: The parties recognize that during the period in which this Agreement is in effect, problems of administration of this Agreement may arise which are not anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union and among both management and non-management employees, if both the City and the Union continue to enlarge their respective efforts to gain a better appreciation and understanding of each other's problems and objectives. They recognize that frequently what first appears to be problems or areas of conflict and disagreement are actually the result of misunderstandings which are cleared away upon a complete and frank exchange of viewpoints and ideas.

They believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of this Agreement, a better atmosphere in which they both desires, can be created through meetings of the kind described below.

Once each month or as needed, meetings may be held during the term of this Agreement of the committee formed as part of this Article. It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which arise concerning administration, interpretation or application of the Agreement or other matters which either party believes will contribute to the improvement in this relationship between them within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting collective bargaining negotiations nor for any purpose which in any way will modify, add to, or detract from the provisions of this Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels, and with and between all employees covered by this Agreement and to find ways to overcome difficulties, influences, or attitudes which interfere with such relationships.

This committee shall also consider handling problems concerning the safety of working conditions. Each of the parties recognize the importance of protecting the health life, and limb of employees and the City will make every reasonable effort to improve conditions that promote health and safety among City employees.

This committee may make recommendations respecting conditions which in its opinion would make working conditions safer. The committee shall be composed of two (2) members designated by the union and two (2) members designated by the City. Any recommendations must be adopted by a majority of the committee.

ARTICLE VI: GRIEVANCE PROCEDURE

A grievance is defined as any dispute involving the application or alleged violation of any provision of city policy, or work activity, or dispute involving the interpretation of a union agreement with the City that cannot be satisfactorily resolved as a result of a discussion between the aggrieved employee and his/her immediate supervisor.

Section 1: An employee shall reduce to writing and submit to his/her department head the grievance within ten (10) calendar days following the day on which the grievance occurred or when the employee should have had reasonable knowledge of the occurrence. The written grievance shall contain a statement of the facts, the revision or provisions of the Agreement or working condition or employment which the employee believes may be a basis for corrective action by the aggrieved employee or union representative. An employee may have the Local Union steward and/or the local business representative present at the time of discussion with the employer, who in the first instance shall be his/her department head. All grievances shall be answered in writing within ten (10) calendar days of the receipt of the grievance.

Section 2: Should the parties fail to agree upon a satisfactory disposition of the grievance, the matter may be referred within ten (10) calendar days by the employee to a conference between the Union and the Councilmen in charge of the department. A written answer to the grievance shall be submitted within ten (10) calendar days of the conference.

Section 3: In the event the grievance is not resolved under the procedures of Section 2, the employee may request, in writing, a hearing with the City Council within ten (10) calendar days of the decision being received by the employee under Section 2. The City Council at its next regularly scheduled meeting, in executive session, shall set the hearing date. The hearing shall be scheduled and held within the following two (2) weeks, or at the next regularly scheduled City Council meeting following the meeting at which the hearing is set and shall be conducted in executive session under procedure to be established by the City Council. A decision will be made by the City Council and the employee notified within ten (10) days of said hearing.

Section 4: Any grievance not resolved as a result of the hearing described in Section 3 may be appealed, by either party, to the Department of Labor Management pursuant to SDCL 3-18-15.2. The appeal must be initiated within thirty (30) calendar days following notification of the decision by the City Council. No grievance shall be entertained or processed unless it is submitted in accordance herewith. Failure of either party to abide by the time limits set forth in this procedure shall mean that the grievance is resolved according to the remedy sought or deemed not to exist.

Section 5: Any time limits under any section may be extended by mutual written agreement by the City and the employee or the Union.

Section 6: At any time, the employee or the Union may dismiss or drop a grievance. The dismissal of the grievance shall not be viewed as precedent for a grievance on an identical topic matter of another employee.

ARTICLE VII: SENIORITY

Section 1: A regular employee will accumulate seniority based on the employee's date of hire and total continuous service with the City.

Section 2: Any temporary or part-time employee, whose employment arrangement is changed to full-time status, shall be treated as a new employee. The employee's date of hire shall be the date of employment as a temporary/part-time employee, provided that such date of hire shall not date back more than twelve (12) months from the date of the change of status.

Section 3: Seniority rights shall not apply to a probationary employee. After an employee has satisfactorily completed the probationary period, seniority will be established as of the employee's date of hire.

Section 4: In the event it becomes necessary to lay off employees for any reason, an employee will be laid off in inverse order of their seniority within their particular department. No new employee shall be hired until all employees who have been on layoff status for a period of less than two (2) years shall have been given the opportunity to be recalled, if qualified to perform the work. All seasonal or part-time employees shall be laid off before any full-time employees are laid off.

A) Transfer and Promotions

- 1) Promotion will be based on seniority, qualifications, skill and ability.
- 2) Employees may be transferred from one department to another as need may arise, or upon request (see personnel office).

- 3) If it is found you are not fully suited for your work, an attempt will be made to transfer you to other work suitable to your qualifications with the hope you will then make satisfactory progress. After you have performed satisfactorily, and have demonstrated qualifications for advancement, you will be considered for promotion to positions which may pay a greater wage and utilize greater skills. Vacancies in higher positions will be filled by deserving employees of the city whenever possible.
- 4) Promotion within any department shall be on a seniority basis with the most senior employees considered first (1st) for promotion. All people considered for promotion must meet all the necessary requirements and qualifications to fill the position. Determination of position qualifications is a prerogative of the city. Any promoted employee shall be granted a six (6) months trial period to determine:
 - i.) His/her ability to perform the job.
 - ii.) His/her desire to remain on that job.
 - iii.) During the six (6) months trial period an employee may elect to revert back to his/her previous position without penalty or prejudice.
- 5) If the city is unable to fill a vacancy by promotion from within, it may hire from outside the work force. When a vacancy occurs and no employee, in the opinion of the city is eligible to fill the vacancy, a new employee may be hired. New employees will be subject to a six (6) month probationary period.
- 6) If the employee desires a transfer to another job, the employee shall submit an application in writing to the City Council. The application shall state the reason for the transfer in addition to the job title the employee wishes to transfer to.

Section 5: The City shall give credit for prior service for seniority and other length of service benefits to any person laid off and subsequently re-employed by the City; provided, the reemployment occurs within twelve (12) months of layoff.

Section 6: If an employee is granted a leave of absence by the City and if the absence does not exceed six (6) months, then the employee's service will be considered continuous.

Section 7: An employee who leaves the employment of the City to enter the Armed Forces, either by enlistment or by draft, shall have reemployment rights as required by Federal law, however, said employee must apply to the City for reemployment within ninety (90) days after his/her separation from active duty or within ninety (90) days after his/her release from hospitalization continuing after such separation for not more than one (1) year.

Upon reinstatement, such employee shall be given credit for continuous service prior to entering the Armed Forces, plus full credit for time spent in such service, provided, however, the employee shall not be entitled to payment of salary or wages by the City during the military leave of absence.

Section 8: An employee shall forfeit seniority when an employee:

- A) Quits.
- B) Retires.
- C) Is discharged, with cause.
- D) Fails to report for work within seven (7) days after being notified to return following a layoff.
- E) Is laid off for a continuous period of twelve (12) months.
- F) Is absent for eighteen (18) months, or a time equal to one-half ($\frac{1}{2}$) of the employee's seniority, whichever is less, because of a non-occupational injury or illness, unless such time is extended in writing by the City.
- G) Is absent for twenty-four (24) months, or a time equal to one-half ($\frac{1}{2}$) of the employee's seniority, whichever is less, because of an occupational injury or illness, unless such time is extended in writing by the City.

ARTICLE VIII: DISCIPLINARY ACTION

All City employees are responsible for carrying out city policy for the good of the City and its citizens. When disciplinary action is necessary, it is the responsibility of the supervisor to initiate, administrate and carry through the proper action. Employees shall not be disciplined, suspended or discharged without just cause.

Section 1: The causes for which an employee may receive disciplinary action include the following but not limited to:

- A) Incompetence or inefficiency.
- B) Violation of safety rules.

- C) Disregard for authority and willful failure to obey lawful orders.
- D) Failure to meet departmental physical fitness standards.
- E) Deceit or falsification of records.
- F) Disclosure of confidential information.
- G) Theft or other acts of turpitude tending to discredit the city.
- H) Use of or under influence of intoxicating liquor or drugs on the job or in or on city property.
- I) Abuse of sick leave privilege.
- J) Continued tardiness.
- K) Any action which is detrimental to the efficiency or effectiveness of the operation of the city.
- L) Any action which is detrimental to or discredits the city.
- M) Any action which threatens the safety and security of the city employees or the general public.
- N) A violation of a departmental rule or procedure.
- O) A violation of any state, federal or municipal regulations.

Section 2: Whenever the City determines that disciplinary action is to be imposed upon an employee, these steps shall be followed:

- A) For a first (1st) offense a documented verbal reprimand.
- B) For a second (2nd) offense, a written reprimand shall be issued with a penalty up to a suspension without pay.
- C) For a third (3rd) offense up to a suspension without pay and including, demotion or discharge.
- D) No reprimand shall be needed to discharge an employee for being under the influence of alcohol or drugs while on duty, (Subject to the city's work rules relating to chemical dependency on drugs or alcohol) theft or other acts of moral turpitude or in any other manner converting employer's property, disregard for authority and willful failure to lawful orders, assaulting a city officer, supervisor or employee on the premises or any conduct which threatens the safety and security of city employees or the general public.
- E) A reprimand or other disciplinary action shall remain as a part of the employee's permanent record for a period of forty-eight (48) months from the last completed date of disciplinary action.

ARTICLE IX: LAYOFF RECALL-JOB OPENINGS-NEW POSITIONS

Section 1: All vacancies in positions covered by this Agreement shall be posted and held open for at least ten (10) working days. Employees' applications will be considered in the selection of persons to fill such vacancies.

Section 2: If new job positions are established or job descriptions change during the term of the agreement, the City agrees to meet with representatives of the Union to review such new position descriptions for the purpose of negotiating a wage rate for the employees as affected.

Section 3: The City shall notify, in writing, at the last known address of an employee, any employee who is to return to work following a layoff. The City shall personally deliver or mail such notice by certified mail, return receipt requested to the last address furnished to the City by the employee. If the notification is returned undeliverable to the last address given, the City shall have no further obligation to locate said employee. Any employee who receives notice must, within seven (7) days of receipt of such notice, advise the City in writing as to whether or not the employee intends to return to work. A returning employee shall report for work on the day designated by the City.

ARTICLE X: SICK LEAVE

The City policy with reference to sick leave is as follows:

Section 1: Probationary and permanent employees will earn sick leave credits at the rate of eight (8) hours per month or twelve (12) days per year. In the event of illness an employee will receive eight (8) hours' pay for each regular workday he/she is absent from work to the extent of his/her earned sick leave credits.

Section 2: Temporary employees do not receive any sick leave credits.

Section 3: Employees shall be charged for sick leave only for absence on days when they would otherwise work and receive pay.

Section 4: Sick leave shall be granted to employees:

- A) When they are incapacitated from the performance of their duties due to illness, injury or pregnancy and confinement.
- B) For medical, dental or optical examination or treatment, provided, however, employee shall schedule absences in advance when necessary for routine medical, dental or optical examinations or treatments.

- C) When a member of the immediate family or the employee is afflicted with an illness and requires the care and attendance of the employee. Immediate family shall mean spouse, children, mother or father, mother-in-law or father-in-law. Parental sick leave to nurse an ill spouse or child seventeen (17) years of age or younger living within the parent's household shall also be permitted. The maximum allowed for parental sick leave to nurse an ill spouse or child under the age of seventeen (17) shall be forty (40) hours per year.
- D) When, through exposure to illness, the presence of the employee at his/her post of duty would jeopardize the health of others.
- E) Any employee whose wife is giving birth to a child or who is adopting a child shall be granted four (4) days sick leave.
- F) Thirty-two (32) hours for regular employees may be used per year as personal leave. An additional sixteen (16) hours may be used by employees that have accrued over five hundred (500) hours of sick leave, with the condition that the use of this additional leave does not draw their sick leave below five hundred (500) hours. At year-end the hours taken as personal leave will be deducted from your sick leave bank. If not used, the hours remain in your sick leave bank; they do not carry forward or accumulate as personal leave.

Section 5: The department supervisor may require a doctor's certification to establish the employee illness, if the illness extends beyond three (3) days. Employees are expected to employ the sick leave provisions only in the event of actual illness. Abuse of the privilege by any employee and deliberate deceit in connection with the use of this privilege will result in discharge of the employee.

Procedures:

- A) When an employee is ill and unable to work, he/she shall call his/her supervisor.
- B) The number of hours of sick leave will be noted on the employee's time sheet and charged against his/her accumulated sick leave by the Finance Office.
- C) An employee who abuses the sick leave privilege may expect disciplinary action pursuant to City policy.

Section 6: Leave of absence for sickness, not exceeding one hundred ninety-two (192) hours, may be advanced to an employee who has been in regular and continuous employment of the City for at least one (1) full year and after such employee has used up any and all of his/her accumulated and

earned leave of absence for vacation and sickness. Any such advanced leave of absence for sickness shall be charged against any and all subsequent leave of absence for sickness as earned by the employee in succeeding years of employment. Such advanced sick leave may be granted only upon the approval of the City Council. If an employee does not return to work and a paid leave of absence for illness has been advanced, the employee agrees that all funds advanced beyond accumulated and earned leave of absence for vacation and illness shall be repaid to the City.

Section 7: All full-time permanent employees of the City shall be permitted to use sick leave for funerals of relatives.

Funeral leave shall be allowed and applied against sick leave as follows:

A) Mother, father, spouse and child of the employee - five (5) workdays.

B) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship - three (3) workdays

Section 8: Thirty five percent (35%) of accrued and unused sick leave will be reimbursed to employees upon resignation or termination for employees with five (5) or more years of service with the City. Employees with five (5) or more years of service will receive a maximum payout according to the following schedule:

- 5-10 years of service - \$3,500
- 10-15 years of service - \$5,000
- 16 years of service - \$5,500
- 17 years of service - \$6,000
- 18 years of service - \$6,500
- 19 years of service - \$7,000
- 20 years of service - \$7,500
- 21 years of service - \$8,000
- 22 years of service - \$8,500
- 23 years of service - \$9,000
- 24 years of service - \$9,500
- 25+ years of service - \$10,000

Employees must notify the City before October 1st of the year preceding their retirement date in

order to receive payment on their chosen retirement date. If notice is not given by October 1st of the year preceding the employee's retirement date, payment will be delayed to January of the year following their retirement date. Any employee discharged with cause shall forfeit all unused sick leave. If the employee quits or is terminated from employment with less than five (5) years employment with the City, he/she shall forfeit all unused sick leave.

ARTICLE XI: HOLIDAYS

Section 1: The following calendar days and such other days as the City Council may fix are deemed with full holiday pay to all full-time municipal employees:

- | | |
|---------------------------|---|
| A) New Year's Day | G) Veteran's Day |
| B) Martin Luther King Day | H) Thanksgiving Day |
| C) President's Day | I) Friday after Thanksgiving |
| D) Memorial Day | J) Christmas Day |
| E) Independence Day | K) Floating Holiday (in lieu of Juneteenth) |
| F) Labor Day | |

Section 2: Designated Holidays:

When a holiday falls on Sunday, the following Monday shall be designated as the holiday. When a holiday falls on Saturday, the preceding Friday shall be designated as the holiday.

Section 3: Work on a Holiday or Designated Holiday:

In the event an employee is required to work on the actual holiday, a designated holiday, or both the actual and designated holiday, the employee shall be paid at the double time rate for all hours worked. The payment of the double-time rate for all hours worked shall not replace, but rather shall be in addition to, the one (1) day of holiday pay due to the employee.

Section 4: If the actual and/or designated holiday falls on the employee's day off or during the employee's vacation, the employee will be paid holiday pay (regular pay) for the un-worked holiday.

ARTICLE XII: VACATION

Section 1: Generally: All permanent, full-time municipal employees shall be allowed annual vacation leave with full pay. Vacation leave credits start in the month following the employee's starting date if the start date is between the 1st and the 15th of the month. Vacation leave credits start in the 2nd month following the employee's starting date if the start date is between the 16th and

end of the month. Vacation leave credits may not be used or paid until said employee is off of probation. Leave credits accrue on the date of employment and accrue on a monthly basis.

Section 2: Vacation Accrual: Employees shall earn vacation credits as follows:

0–3 Years of full-time service	80 hours of vacation accruing at 6.66 hours per month
4–6 Years of full-time service	120 hours of vacation accruing at 10 hours per month
7 plus Years of full-time service	160 hours of vacation accruing at 13.33 hours per month

An employee may not accumulate more than two (2) times the annual leave to which they are entitled and any vacation in excess of two (2) times the annual leave shall be forfeited unless special permission is given by the Council.

Years of full-time service shall include years of part-time service which immediately precede full-time employment based upon the following:

For each immediately preceding year with 520 to 1039 hours of part-time service, the employee shall be credited with 1/4 of a year of service.

For each immediately preceding year with 1040 or more hours of part-time service, the employee shall be credited with 1/2 of a year of service.

For each immediately preceding year with 1560 or more hours of part-time service, the employee shall be credited with 3/4 of a year of service. An employee who is granted military leave of absence from his/her job and returns to the City employment within ninety (90) days of his/her discharge from the military service, may use the service time in computing total employment. However, personnel who are granted military leave of absence and who accept other employment upon discharge will not be given credit for military time.

Employees who are full-time with the City for purposes of benefits, but who work less than forty (40) hours per week, shall receive two (2), three (3) or four (4) weeks of vacation leave, depending upon their number of years of service with the City as set forth above. The vacation leave shall be proportionate to the number of hours the employee works as compared to a full work week for other City employees in a similar position or within the same department.

Section 3: Vacation Scheduling: Vacation leave is granted by the employee's department head taking into consideration the particular workload at the time the vacation is requested, along with the request of the employee. Vacations must be scheduled so as to minimize the number of overtime hours required of other employees to cover the person's hours who is on vacation. Prior approval of

the Department Head is necessary before more than one employee from any department may take vacation leave at the same time.

Section 4: For vacation requests made prior to the first (1st) day of March, seniority shall be used to resolve vacation scheduling conflicts, within a unit. Beginning March 1, vacation requests within a unit, shall be scheduled on a first (1st) request, first (1st) honored, basis.

Section 5: If a holiday, as established in this Agreement, occurs during an employee's vacation leave, the holiday time shall not be charged against the employee's accrued vacation pay.

Section 6: An employee's vacation pay shall be at the same rate as the employee's regular rate of pay.

Section 7: Employees who are laid off or discharged, who resign or retire after giving two (2) weeks' notice to the City, or who are called to military service, shall receive payment of such vacation time as is due them. Cash payment in place of vacation privileges will not be permitted.

Section 8: Accrued vacation leave credits will be credited to an employee's vacation bank on the first (1st) payroll of the month.

ARTICLE XIII: OTHER LEAVE

Section 1: Injury Leave: An employee injured while on-the-job must promptly notify his/her department head or supervisor. All medical and hospital expenses shall be paid for in accordance with Workmen's Compensation laws and the City Policy. The City policy on injury leave shall be to compensate the employee up to a maximum of ten (10) workdays at the rate of pay he/she is making at the time of the accident, less the amount he/she receives from Workmen's Compensation.

Section 2: Maternity Leave: The City may grant up to six (6) weeks maternity leave without pay to full time employees.

Section 3: Jury Leave: A City employee summoned to serve on a jury shall be entitled to receive his/her regular pay, less jury duty compensation, while absent from work and without loss of annual leave. When a city employee is compelled, by subpoena, to appear in court and such appearance is only related to the employee's position as a city employee, the employee shall be entitled to receive his/her regular pay, less witness appearance fees, while absent and without loss of annual leave

Section 4: Military Leave: Any municipal employee drafted into the military service will be granted a leave of absence without pay by the City. If, within thirty (30) days of completing such service, the employee applies for re-employment with the City, he will be entitled to return to the

City service at his/her former position, or at a level equivalent to the position he held at his departure.

Section 5: Military Reserve Leave: When a City employee is called for temporary active duty or training with a unit of the armed services or of the National Guard, he/she shall be granted a temporary leave of absence with pay, to be computed as hereinafter provided:

A) For periods not exceeding two (2) consecutive weeks of absence per Federal fiscal year the employee shall be paid an amount which together with his/her compensation from the military equals his full City pay for the period in question. Said periods of temporary absence shall not be charged against the employee's vacation time.

B) Where periods of temporary absence exceed two (2) consecutive weeks, the employee shall be given leave of absence without pay for the period in excess thereof.

Section 6: Absence Without Pay:

Absence of a municipal employee for a workday or part of a workday that is not authorized shall be without pay and shall be grounds for disciplinary action, including employee dismissal.

Section 7: Serving on Ambulance or Fire Department:

The City will grant its employees time with pay for serving as a driver or attendant on the Beresford Ambulance Service or as a member of the Beresford Volunteer Fire Department during regular work hours but only on an emergency basis.

Section 8: Administrative Leave:

The City may grant its employees administrative leave at the Mayor's discretion, including instances declared by the Governor of South Dakota.

ARTICLE XIV: HOURS OF WORK

Section 1: The normal work week shall consist of forty (40) hours that is comprised of five (5) eight (8) hour days Monday through Friday, between 8:00 a.m. and 5:00 p.m. The daily work schedule may be varied by no more than one (1) hour. Overtime rate begins after eight (8) hours of work per day. Optional workweeks may be used April 1st through October 31st, the optional workweeks are:

A) Forty (40) hours that is comprised of four (4) consecutive ten (10) hour days, Monday through Thursday or Tuesday through Friday between 7:00 a.m. and 6:00 p.m. Monday through Friday. Overtime rate begins after ten (10) hours of work per day.

B) Forty (40) hours that is comprised of four (4) consecutive nine (9) hour days and a four (4) hour day, four (4) hours Monday and nine (9) hours Tuesday through Friday or nine (9) hours Monday through Thursday and four (4) hours Friday, between 7:00a.m. and 6:00p.m. Overtime rate begins after nine (9) hours of work per day and forty (40) hours in a week.

The Department Head establishes a workweek prior to commencement of the next pay period. The chosen workweek will remain consistent throughout the pay period.

Either one (1) hour or one-half ($\frac{1}{2}$) hour for lunch may be used on any workweek.

If a recognized holiday falls during the workweek established under this provision, holiday pay shall not exceed eight (8) hours of pay.

Section 2: Employees shall be allowed to take a fifteen (15) minute rest break during each working half day.

Section 3: Exceptions to eight (8) hour day triggering overtime: Notwithstanding any other provision in this agreement, hours worked in excess of eight (8) hours per day on any given day shall be deemed regular pay and not subject to overtime if the following conditions apply:

A) Extension at Employee's Request:

- 1) The extension of the workday is done at the request of the affected employee and is approved, in advance, by his/her department head.
- 2) The cumulative extension of the workday to allow for additional time off outside of the regular workday shall not exceed four (4) hours and the additional time off within the regular workday shall take place during the week in which the hours outside the regular workday are worked.
- 3) In the event the employee chooses not to take hours off within the workweek which are within standard workday, the department head shall be entitled to terminate the employee's workweek so that no overtime is incurred for work exceeding forty (40) hours within the week.

The determination of whether or not a "flexible" workday will be utilized is at the sole discretion of the Department Head for each department and cannot constitute a decision over which the employee may file a grievance.

ARTICLE XV: OVERTIME-STANDBY-MEALS-CALL OUT

Section 1: All work performed over forty (40) hours in a workweek shall be paid for at the rate of time and one-half ($\frac{1}{2}$), and employees shall not be required to take time off for overtime worked or to be worked. In addition, overtime shall be paid at the rate of time and one-half ($\frac{1}{2}$) for all hours worked over eight (8) in any one day.

Section 2: Any hours worked outside the normal workday established in Article XIV, Section 1 shall be considered overtime. Sundays will be paid double time.

Section 3: With safety in mind, and at a Supervisor's discretion, if an employee works overtime and is released from work, a reasonable amount of time must elapse before he returns to work without loss of regular pay. Any and all overtime work for the City of Beresford shall be compensated at the rate of one and one-half ($\frac{1}{2}$) times the employee's hourly rate of regular compensation. Overtime pay is figured as follows:

ACTUAL TIMECLOCK IN (hour:minute:second)	CLOCK IN FOR OVERTIME DETERMINATION (hour:minute:second)
X:52:30-X:07:29	0
X:07:30-X:22:29	X:15:00
X:22:30-x37:29	X:30:00
X:37:30-X:52:29	X:45:00

Section 4: When "On Call" for weekends or holidays, the employee shall receive two (2) hours of pay at his/her regular rate of pay for each day of standby. In addition, thereto, the employee shall be compensated for actual time on duty when called in for work-related duties at the applicable rate. Departments requiring personnel to be "On Call" are Electric, Telephone/Cable Television and Street/Water/Sewer.

Section 5: When an employee is on standby duty, or an employee called into work who is not on standby duty, is required to leave his/her home (or other location at which reached for assignment to work) at any time other than during scheduled work hours on his/her workdays, for work, he shall receive a minimum of one and one-half ($\frac{1}{2}$) hours of pay at the applicable rate. It is understood that upon completing the work assignment given him/her at the time of his/her callback, the employee will report into the dispatcher of night service calls for his/her release before returning to his/her home. Any work assigned during the minimum period following completion of the callback work

shall be paid at the regular overtime rates without further guarantee. However, once an employee is released, any subsequent callouts will be subject to the one and one-half (1½) hour minimum call out guarantee. Time starts when the employee gets the call at home (or other location at which reached for assignment to work). Such one (1) hour minimum shall not be applicable to work performed by any employee which is to be immediately following such employee's scheduled quitting time, nor to work completed immediately prior to his scheduled starting time on any workday.

Section 6: Disaster Recovery-When assisting other Cooperatives or Utilities in restoration of power after ice storms or other major events, the employee shall be compensated according to the provisions set forth in this agreement with the following exception: If the Cooperative or Utility seeking assistance uses a higher overtime formula when they provide emergency assistance to others, then the formula of that Cooperative or Utility shall be used in compensating the regular employee.

Section 7: Regular employees who have worked sixteen (16) hours or more in any twenty-four (24) hour period will, upon release from work, be entitled to an eight (8) hour rest period without loss of pay for regularly scheduled hours of work. If it is not practical to release a regular employee after the regular employee has worked sixteen (16) hours or more in a twenty-four (24) hour period, said regular employee shall be paid at the overtime rate until his release.

ARTICLE XVI: WORKING RULES

Section 1: The employer shall not require employees covered by this Agreement to do new construction work out of doors during unreasonable weather conditions unless work is necessary to protect life or property or to maintain service to the public.

Section 2: The Employer shall provide rain clothing, helmet (hard hat), scare straps and gaffs, safety belts, climbing hooks and all other tools and necessary safety equipment.

Section 3: When an employee is required to be away from home overnight or longer, the Employer will provide necessary lodging, meals and cost of transportation. The employee shall complete the necessary travel vouchers, consistent with City Council policies, in order to be eligible for reimbursement for said expenses.

Section 4: The Employer will pay the fees for all State licenses required for its employee.

Section 5: Travel Allowance: City employees, officials or other authorized representatives using private automobiles for authorized travel shall be reimbursed at the same rates as established from time to time by the IRS. If a City vehicle is used and expenses for operation are incurred, the employee, official or other authorized representative shall be reimbursed for the actual amounts expended. Employees, officials or other authorized representatives shall be reimbursed actual amounts expended for lodging. City employees, officials or other authorized representatives shall be reimbursed for meals at the same rate as established from time to time by the State of South Dakota for its employees. Breakfast expenditures shall not be allowed unless the employee is required to leave the City of Beresford prior to 6:00 a.m. on the morning of travel. Evening dinner allowance shall not be allowed unless the employee is required to be away from the City of Beresford past 7:00 p.m. for authorized travel.

Section 6: All city employees shall receive four hundred dollars (\$400) per calendar year for the purchase of approved clothing.

Section 7: Job Performance evaluations: Any employee whose job performance is deemed satisfactory by their supervisor shall be entitled to an annual increase and/or a step pay increase pursuant to Appendix "A". Any Employee whose job performance is deemed unsatisfactory by their supervisor may not be entitled to a pay increase per Appendix "A". Any Employee whose job performance is deemed unsatisfactory shall be given the opportunity to be placed on a plan of assistance for up to ninety (90) days. The plan if assistance will identify areas deemed to need improvement and a strategy for accomplishing the improvement. If the plan of assistance is completed to the satisfactory evaluation of the employee's supervisor, the employee shall be entitled to their pay increase. An employee who received an unsatisfactory evaluation or who is not removed from a plan of assistance shall be entitled to file a grievance of the actions taken by their supervisor.

ARTICLE XVII: INSURANCE & RETIREMENT

Section 1: Retirement Plan: Participating in the South Dakota Public Employee's Retirement System is mandatory for all full-time municipal employees. A full-time employee is defined as an employee working a minimum of one thousand forty (1040) hours annually. Should any employee terminate employment with the municipality before retirement age, he shall be entitled to a refund of the amount he has contributed to the retirement system. If he/she is a vested employee in the

retirement system, his/her funds may remain in the system until he/she retires. The employee and the City pay equal amounts to the South Dakota Retirement System.

Section 2: Life Insurance: The City of Beresford will provide all full-time employees with a ten thousand-dollar (\$10,000.00) term life insurance policy. The cost of the premium shall be shared on a fifty/fifty (50/50) basis between the City and the employee.

Section 3: Workmen's Compensation: The City of Beresford provides for workmen's compensation for all employees as provided by law.

ARTICLE XVIII: LONGEVITY PAY

Section 1: Upon completion of five (5) to nine (9) years of full-time employment with the City of Beresford, employees shall receive an additional ten cents (\$0.10) per hour to their hourly rate. Upon completion of ten (10) to fourteen (14) years of full-time permanent employment with the City of Beresford, the employees shall receive an additional sixteen cents (\$0.16) per hour to their hourly rate. Upon completion of fifteen (15) to nineteen (19) years of full-time employment with the City of Beresford, employees shall receive an additional twenty-two cents (\$0.22) per hour to their hourly rate. Upon completion of twenty (20) to twenty-four (24) years of full-time employment with the City of Beresford, employees shall receive an additional twenty-eight cents (\$0.28) per hour to their hourly rate. Upon completion of twenty-five (25) to twenty-nine (29) years of full-time employment with the City of Beresford, employees shall receive an additional thirty-four cents (\$0.34) per hour to their hourly rate. Upon completion of thirty (30) or more years of full-time employment with the City of Beresford, employees shall receive an additional forty cents (\$0.40) per hour to their hourly rate.

ARTICLE XIX: DEDUCTION OF UNION DUES

Section 1: Where not in conflict with Federal or State Laws or regulations the Employer agrees that any employee covered by this Agreement may, upon written instructions to the Employer, request the Employer to deduct his/her current union dues from his/her earnings once each month, and the Employer further agrees that amounts so deducted will be turned over monthly to the financial secretary of the local union representing such employee. It is understood that the written instructions to the Employer authorizing such deductions of Union dues must be acceptable to the Employer. The dues amount to be deducted shall be certified by the Union at the effective date of this Agreement and may not be changed so far as the Employer is concerned during the contract year.

Section 2: Such written authorization shall be voluntary on the part of any employee and may be revoked by such employee at any time by giving the Employer and the Union written notice of such revocation.

Section 3: This Agreement to deduct Union dues shall not apply to initiation fees, special assessments or payments of any kind due the Union by the employee other than current Union dues.

Section 4: If there should be insufficient pay due the employee after all mandatory deductions have been made, the Employer shall be relieved of all obligations to deduct the Union dues for that period and the Employer shall not be required to deduct in a subsequent pay period the dues which were not deducted earlier due to insufficient pay.

Section 5: The Employer shall not be liable to the Union by reason of the requirements of this article for the remittance or payment of any sum other than that authorized by the employee constituting actual deductions made from wages earned by the employee.

In addition, the Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this section.

Section 6: The instruction for the deduction of dues shall be in the following form:

VOLUNTARY CHECK-OFF FORM _____, 20____

I certify that I.B.E.W. Local Union No. 426 is my designated collective bargaining representative, and I hereby voluntarily authorize the City of Beresford to deduct from any earnings due me on the first pay day in each month my monthly union dues for the preceding month as certified by the Union and pay the same to the financial secretary of said Union. This authorization may be revoked by me at any time upon thirty (30) days' written notice to the Employer and the Union, or upon termination of my employment.

ARTICLE XX: DRUG AWARENESS

Section 1: The City of Beresford will implement an anti-drug program that shall be in compliance with all state and federal laws. The City and the union will cooperate in the implementation of the program.

ARTICLE XXI: WAGES

Section 1: The wages in effect during this Agreement are as set forth in Appendix “A” attached hereto.

Section 2: If an apprentice has suitable training and experience, he/she may be started at any point in the wage scale for apprenticeship. He will receive the increases as set forth until the thereafter wage scale is reached. The employee’s step increases shall be figured from his/her anniversary date.

Section 3: The rates specified in the rate ranges herein referred to represent the normal amounts expected to be paid to employees showing ability, initiative and average application to the job, increases granted under such circumstances to become effective at the commencement of the next payroll period after the dates specified in his range. Unless the employee demonstrates the foregoing, he need not be awarded the normal increase. The employee will be awarded the normal increase unless prior to date specified the employee and the Business Manager of the Union has been notified (in writing) of the circumstances upon which the action was predicated, the status of such employee will be reviewed and reconsidered within six (6) months thereafter. The provisions of this subsection are subject to the grievance procedure.

Section 4: All employees in job classifications carrying a rate range will normally be expected to complete the period of time prescribed for each step before becoming eligible for consideration for a rate increase.

APPENDIX “A”

Electric Department		Increase	Effective 1/1/2026
Lead Lineman	110%		\$ 50.58
Journeyman Lineman Thereafter		3%	\$ 45.98
8th ~ 6 months and/or Book 4 Completed	97.5%		\$ 44.83
7th ~ 6 months	95.0%		\$ 43.68
6th ~ 6 months and/or Book 3 Completed	92.5%		\$ 42.53
5th ~ 6 months	90.0%		\$ 41.38
4th ~ 6 months and/or Book 2 Completed	87.5%		\$ 40.23
3rd ~ 6 months	85.0%		\$ 39.08
2nd ~ 6 months and/or Book 1 Completed	82.5%		\$ 37.93
1st ~ 6 months	80.0%		\$ 36.78
Water/Sewer/Street Department		Increase	Effective 1/1/2026
Class II Foreman	110%		\$ 33.08
Class II Certified	Plus \$1.00		\$ 31.07
Water/Sewer/Street Operator Thereafter		3%	\$ 30.07
8th ~ 6 months	97.5%		\$ 29.32
7th ~ 6 months	95.0%		\$ 28.57
6th ~ 6 months	92.5%		\$ 27.81
5th ~ 6 months	90.0%		\$ 27.06
4th ~ 6 months	87.5%		\$ 26.31
3rd ~ 6 months	85.0%		\$ 25.56
2nd ~ 6 months	82.5%		\$ 24.81
1st ~ 6 months	80.0%		\$ 24.06
Golf Course/Maintenance Person Thereafter		3%	\$ 22.56
8th ~ 6 months	97.5%		\$ 22.00
7th ~ 6 months	95.0%		\$ 21.43
6th ~ 6 months	92.5%		\$ 20.87
5th ~ 6 months	90.0%		\$ 20.30
4th ~ 6 months	87.5%		\$ 19.74
3rd ~ 6 months	85.0%		\$ 19.18
2nd ~ 6 months	82.5%		\$ 18.61
1st ~ 6 months	80.0%		\$ 18.05

Telephone Department		Increase	Effective 1/1/2026
COE Tech Foreman Thereafter		3%	\$ 43.15
8th ~ 6 months	97.5%		\$ 42.07
7th ~ 6 months	95.0%		\$ 40.99
6th ~ 6 months	92.5%		\$ 39.91
5th ~ 6 months	90.0%		\$ 38.84
4th ~ 6 months	87.5%		\$ 37.76
3rd ~ 6 months	85.0%		\$ 36.68
2nd ~ 6 months	82.5%		\$ 35.60
1st ~ 6 months	80.0%		\$ 34.52
Internet-Telephone Tech/CATV Tech Thereafter		3%	\$ 39.59
8th ~ 6 months	97.5%		\$ 38.60
7th ~ 6 months	95.0%		\$ 37.61
6th ~ 6 months	92.5%		\$ 36.62
5th ~ 6 months	90.0%		\$ 35.63
4th ~ 6 months	87.5%		\$ 34.64
3rd ~ 6 months	85.0%		\$ 33.65
2nd ~ 6 months	82.5%		\$ 32.66
1st ~ 6 months	80.0%		\$ 31.67
Telephone Tech II Thereafter		3%	\$ 31.12
8th ~ 6 months	97.5%		\$ 30.34
7th ~ 6 months	95.0%		\$ 29.56
6th ~ 6 months	92.5%		\$ 28.79
5th ~ 6 months	90.0%		\$ 28.01
4th ~ 6 months	87.5%		\$ 27.23
3rd ~ 6 months	85.0%		\$ 26.45
2nd ~ 6 months	82.5%		\$ 25.67
1st ~ 6 months	80.0%		\$ 24.90
Telephone Tech I/Custodian Thereafter		3%	\$ 29.21
8th ~ 6 months	97.5%		\$ 28.48
7th ~ 6 months	95.0%		\$ 27.75
6th ~ 6 months	92.5%		\$ 27.02
5th ~ 6 months	90.0%		\$ 26.29
4th ~ 6 months	87.5%		\$ 25.56
3rd ~ 6 months	85.0%		\$ 24.83
2nd ~ 6 months	82.5%		\$ 24.10
1st ~ 6 months	80.0%		\$ 23.37

Finance / Telephone		Increase	Effective 1/1/2026
Clerical Thereafter		3%	\$ 25.68
8th ~ 6 months	97.5%		\$ 25.04
7th ~ 6 months	95.0%		\$ 24.40
6th ~ 6 months	92.5%		\$ 23.75
5th ~ 6 months	90.0%		\$ 23.11
4th ~ 6 months	87.5%		\$ 22.47
3rd ~ 6 months	85.0%		\$ 21.83
2nd ~ 6 months	82.5%		\$ 21.19
1st ~ 6 months	80.0%		\$ 20.54
Utility Billing Specialist		3%	\$ 31.13
8th ~ 6 months	97.5%		\$ 30.35
7th ~ 6 months	95.0%		\$ 29.57
6th ~ 6 months	92.5%		\$ 28.80
5th ~ 6 months	90.0%		\$ 28.02
4th ~ 6 months	87.5%		\$ 27.24
3rd ~ 6 months	85.0%		\$ 26.46
2nd ~ 6 months	82.5%		\$ 25.68
1st ~ 6 months	80.0%		\$ 24.90

Any Water/Sewer/Street Department employee that obtains a state certification related to wastewater treatment/collection or water distribution shall receive a wage step increase regardless of length of employment.

EXHIBIT “A” – HEALTH INSURANCE MONTHLY COST

SINGLE COVERAGE

<u>Coverage Year</u>	<u>Provider Plan</u>	<u>Total Cost</u>	<u>City Share</u>	<u>Employee Share</u>
2026	Wellmark BC/BS HDHP 2500 PPO	\$1092.73	\$1,092.73	\$0.00
2026	Wellmark BC/BS Primary 1000 PPO	\$1,341.57	\$1,092.73	\$248.84

EMPLOYEE / SPOUSE COVERAGE

<u>Coverage Year</u>	<u>Provider Plan</u>	<u>Total Cost</u>	<u>City Share</u>	<u>Employee Share</u>
2026	Wellmark BC/BS HDHP 2500 PPO	\$2,222.20	\$1,883.36	\$338.84
2026	Wellmark BC/BS Primary 1000 PPO	\$2,731.82	\$1,883.36	\$848.46

EMPLOYEE / CHILDREN COVERAGE

<u>Coverage Year</u>	<u>Provider Plan</u>	<u>Total Cost</u>	<u>City Share</u>	<u>Employee Share</u>
2026	Wellmark BC/BS HDHP 2500 PPO	\$2,055.15	\$1,766.42	\$288.73
2026	Wellmark BC/BS Primary 1000 PPO	\$2,526.20	\$1,766.42	\$759.78

EMPLOYEE / FAMILY COVERAGE

<u>Coverage Year</u>	<u>Provider/ Plan</u>	<u>Total Cost</u>	<u>City Share</u>	<u>Employee Share</u>
2026	Wellmark BC/BS HDHP 2500 PPO	\$3,322.57	\$2,653.62	\$668.95
2026	Wellmark BC/BS Primary 1000 PPO	\$4,086.24	\$2,653.62	\$1,432.62

SIGNATURE PAGE

DATED at Beresford, South Dakota on this ____ day of _____, 2025.

CITY OF BERESFORD, A MUNICIPAL CORPORATION

BY: _____
Mayor- Eli Seeley

Commissioner-Michael Tiedeman

Commissioner-William Roelke

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION NO. 426**

BY: _____
Business Manager- Dylan Meyer

Negotiating Committee- Keith Kropuenske

Negotiating Committee- Joseph Knutson

**Computer Forensic Resources, Inc.
Services Agreement**

This Services Agreement (this “Agreement”) is entered into effective February 17, 2026 by and between Attorney Thomas H. Frieberg of Frieberg, Nelson & Ask, L.L.P. in Beresford, South Dakota (“Client”), counsel for the City of Beresford and Computer Forensic Resources, Inc., a South Dakota Corporation, 2600 W. 49th St. #110, Sioux Falls, South Dakota 57105 (“CFR” and “Consultant”).

Recitals

WHEREAS, CFR principal business activities include digital forensics and electronic discovery.

WHEREAS, Client desires to engage CFR as a digital forensic examiner or electronic discovery consultant on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties agree as follows:

Engagement

Client hereby engages CFR to render the services described in **Schedule A** and such other services as may be agreed to by Client and CFR from time to time (“Services”).

CFR hereby accepts the engagement to provide Services to Client on the terms and conditions set forth herein.

Duties

CFR shall serve as a consultant to Client for the Services set forth in **Schedule A** or as otherwise requested by Client, by or through its members, agents, employees, or consultants. CFR shall perform such Services under the general direction of Client, but CFR shall determine the manner and means by which the services are accomplished. CFR agrees to perform all duties to the best of their professional ability.

Compensation

Fees. Client agrees to pay CFR and CFR agrees to accept payment for CFR Services as set forth in **Schedule A**. Payment of Fees will be made within 30 days of receipt of invoice.

Billable hours also include all work and services that are affiliated when CFR is “called to testify.” CFR’s time spent in transit to and from, preparation for, attendance upon, and giving of such testimony shall constitute Services for Client pursuant to this Agreement and, Client shall compensate CFR for such time and associated expenses according to **Schedule A**.

As used in the previous paragraph, “called to testify” includes, not by way of limitation, testimony in court, grand jury or congressional testimony, deposition testimony, responding to or resisting requests for production or requests for admission, responding to or resisting

other forms of written discovery, appearance pursuant to subpoena, and testimony by affidavit or sworn statement.

Billable hours will include time spent in transit for Client or otherwise in connection with this Agreement. Such travel time will be billed at the hourly rate specified in **Schedule A** unless substantive work, research, or discussions in support of the Agreement are performed while traveling, in which case such activities will be billed at the full rate.

Expenses. CFR will be reimbursed costs and expenses incurred in performing duties listed in **Schedule A**. These costs and expenses may include but are not limited to the cost of travel (includes meals, lodging, mileage billed at the relevant Federal Rate), use and storage of media, and for tools as well as applications or services specifically required by the engagement.

Subcontracted Services and supplies will be explored on a case-by-case basis. **CFR must seek approval, and Client must approve in writing, in advance all subcontracted services.** To the extent that Client consents to any subcontracting, CFR shall remain liable to Client for the Services and for the subcontractor's compliance with the terms of this Agreement.

Third Party Payment. In the event a third-party (e.g. the person(s) or entity(ies) Client represents in this matter) shall pay or reimburse CFR for any of the activities described in this paragraph for which Client is obligated to pay or reimburse CFR, Client shall be credited with such payments received by CFR from the third-party, up to the amount of Client's obligation.

If Client causes a third party to pay CFR on its behalf, CFR will accept timely payment from such third party in place of a direct payment; provided, however, that Client remains solely responsible for paying CFR all fees and expenses due under this Agreement in a timely manner and CFR shall not, in any event, be obligated to recover any outstanding fees or expenses from third parties.

Legal Relationship

CFR shall be entitled to no additional benefits or compensation from Client except as set forth in this Agreement or by written amendment signed by the parties. **This Agreement does not confer upon CFR a share or interest in any attorney's fee recovered by Client or its members.** The obligation to compensate and reimburse CFR timely and fully under this Agreement is not contingent upon the outcome of any claim or action, upon collection or monies from third parties or upon the opinions or testimony that CFR may offer.

Warranty of Lawful Access

If Client is directly providing to CFR a device, media storage, or user credentials for a Cloud Account for analysis, extraction, or archive, Client warrants that any media tendered or made available to CFR for examination or duplication and any access granted to any system or network has been lawfully obtained, and to its knowledge, in full compliance with all applicable statutes and regulations or orders or policies of any court or agency of competent jurisdiction.

Acknowledgement of Risk

Client acknowledges that the process of acquiring, extracting, or archiving data may result in unintended data loss or an unusable device. In furtherance of this paragraph, Client has had a conversation with an agent of CFR discussing the potential risks involved with this matter.

Term

This Agreement will commence on the date first written above and, unless modified by the mutual written agreement of the parties, shall continue until services are no longer needed by Client, the legal matter resolves or either party has terminated the Agreement due to non-performance, non-payment, or other expressly stated reason.

Notwithstanding anything to the contrary, Client may terminate this Agreement immediately if CFR breaches the obligation of confidentiality herein or violates any applicable laws or regulations.

Upon termination of this Agreement, CFR shall be entitled to payments for Services performed prior to the date that the notice of termination is received and for which CFR has not been paid.

Destruction of Digital Data

Once Services are considered complete, the Agreement is terminated, or CFR has received Client's written confirmation and authorization, CFR shall return or delete/destroy any Confidential Information received from Client within thirty (30) days.

It is the duty of the Client to communicate to CFR that the digital data should be retained for future proceedings.

Consultant's Business Activities

During the term of this Agreement and while Client is in good standing with respect to monies owed under this Agreement, CFR will not engage in representation or consultation with any entity, firm, or individual, specified in the Conflict clause in **Schedule A** without obtaining the express consent of Client. This provision will not oblige CFR to resist, and CFR may comply with, lawful discovery efforts or an order or direction of any court of competent jurisdiction. This Agreement does not limit CFRs' participation in consulting, teaching, writing, lecturing, public speaking or continuing legal education activities.

Client understands that CFR reserves the right to withhold opinions, reports and courtroom testimony if an outstanding balance exists. Exceptions to this must be approved by CFR at least 10 business days prior to the date that a report, opinion or appearance is scheduled or due. Client further understands that if CFR does not submit an opinion or report, or does not appear because of an unpaid, outstanding balance, Client shall hold CFR harmless as to any detriment experienced.

Attorney's Fees

Should either party, or any heir, member, personal representative, successor or assign of either party, resort to litigation to enforce this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover

its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement was sought.

Attorney-Work Product Protection

The parties agree that CFR is being hired as an agent of the Client for purposes of reasonably anticipated litigation. All work performed by CFR and communications with the Client are protected by the attorney-work product doctrine. CFR is not authorized to disclose any of the work performed by CFR or communications with the Client without prior consent of the Client. If CFR receives a subpoena or other legal process requiring production of any information protected by this paragraph, then CFR shall provide notice of such process to the Client as soon as practicable, and before producing any information, to allow the Client to assert any appropriate objection to production.

Entire Agreement

This Agreement contains the entire understanding and agreement between the parties with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

Amendment

This Agreement may be amended only by a writing signed by an officer of CFR and by a duly-authorized agent or representative of Client.

Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of South Dakota.

AGREED:

Client: Frieberg, Nelson & Ask, L.L.P.

Computer Forensic Resources, Inc.

Date: _____

Date: _____

By: _____
(Signature)

By: _____
___ Colleen M. Zea, Staff Attorney

By: _____
(Print)

Schedule A

Client: Frieberg, Nelson & Ask, L.L.P. counsel for the City of Beresford

1. Name of Services Consultant: **Computer Forensic Resources, Inc.**
2. Address for notice: **2600 W. 49th St. #110
Sioux Falls, SD 57105**
3. Term of Services: **Start Date: DATE OF CONTRACT
End Date: Completion of Services**
4. Duties of Consultant: ***Review discovery and documentation related to wire fraud investigation; to the extent necessary, forensically collect, preserve, and analyze digital data; provide consultation related to findings; if requested, draft report and offer testimony at legal proceedings.***
5. General rates for Services Pursuant to this Agreement: **See May 2025 CFR RATE SHEET**
6. Noted Conflict(s): **Lewis & Clark Regional Water System, Vermillion, South Dakota**
7. Billing and Collection:
Fees for work performed in a month will customarily be billed on or after the last day of the month, and payment of the Fees shall be made within 30 days after the receipt of Consultant's invoice. Accounts overdue thirty days or more will be charged an additional service charge of 1.5% of the unpaid balance per month. The costs of collection, including any attorney's fees and expenses, will be added to the invoice principal amount and be subject to the monthly service charge.
8. Engagement Fee: None.

E.I.N. 87-0758883

COMPUTER FORENSIC RESOURCES

May 2025 Rate Sheet*

SERVICE	RATE
General Services	
Consulting, Correspondence, Research, Reporting, Forensic Analysis/Review, Court Appearance (No Testimony)	\$300 / hour
Court Testimony or Depositions	\$400 / hour
Acquisition/Preservation Services	
Removeable/Portable Drive Acquisition	\$1,000.00 FLAT RATE \$200 Raw Data Storage Fee
Non-Removeable Drive Acquisition	\$1000.00 FLAT RATE + Hourly Fee \$200 Raw Data Storage Fee
Cell Phone or Tablet Extraction Tier 1: Advanced Logical Tier 2: Full File System	Tier 1: \$1,000.00 FLAT RATE Tier 2: \$2,000.00 FLAT RATE \$100 Raw Data Storage Fee
Cloud Account/Email/Social Media Archive + Hash Verification	\$600 FLAT RATE \$100 Raw Data Storage Fee
Targeted Data Acquisition	\$300 / hour
Vehicle Infotainment Systems, Surveillance Systems, Local Server Acquisitions, Legacy Data, Proprietary Data, Misc. Data Repositories	Per Quote*
Forensic Fees	
Platform Utilization (one-time fee)	\$500 per platform
Forensic Processing	\$50 / hour
Discovery Services	
Consultation, Project Management, Culling, Quality Control Review, Production	\$300 / hour
Data Hosting + Unlimited Users	\$450 / mos
Upload & Processing (one-time fee) (Tiers: Up to 10GB; 10-20GB; 20GB+)	\$35/GB ; \$50/GB ; \$75/GB
Misc. Services/Fees	
Client Review Platform (CRP) – Portable Case/UFED Reader	\$300/per
Travel & Mileage	\$100 / hour & Relevant Year Federal Rate
Lodging, Airfare, Meals	Per Cost
Media For Production of Data & CRPs	Per Quote*

*NOTE: No two cases are alike. That said, use this rate sheet as a general guide for expected cost for services. Ideally, you will provide CFR with enough information about the potential case (i.e. type/make/model of devices, potential amount of data, and other client expectations/needs) to provide an appropriate quote.

Beresford Area Radio Flyers



A CLUB FOR R/C MODEL BUILDERS AND FLYERS

Chapter 2577 of the Academy of Model Aeronautics

Box 353, Alcester, South Dakota 57001 ----- Facebook.com/Beresford Area Radio Flyers

David Larsen, President, Darrell Moget, Vice-President, Dennis Johnson, Secretary, Brad Jensen, Treasurer

February 3, 2026

Mayor and Council Members
City of Beresford
101 S 3rd Street
Beresford, SD 57004

Dear Mayor and Council Members,

The 2025 flying season at the Beresford Flying Field was a huge success. We had three invitational flying events, several meetings, flight training sessions, and a lot of “just plane fun”. On January 1 we had pilots from SD, MN and IA for our 30th annual Frozen Finger Fun Fly. None of that would have been possible without the assistance of Beresford City and its personnel.

We appreciate the use of the temporary bathroom facility, the use of the land, and the work of the Parks and Recreation personnel in keeping the field mowed and looking good. Many of us go to events at other flying fields in the four-state area. None is better than the Beresford site.

Because of the city’s commitment to keep this facility available, it is in better shape than ever. We look forward to another good year of model flying events during 2026.

We plan to do our other 2026 events in May, June and September. Our program of training new R/C model pilots will continue as needed and we offer aviation-related programs for school-age children.

Thanks again,

Handwritten signature of David Larsen

David Larsen, President
Beresford Area Radio Flyers

[Contact Us \(/general/?type=CONTACT\)](/general/?type=CONTACT) [Sign In \(/login.aspx\)](/login.aspx) [Join \(/general/register_start.asp\)](/general/register_start.asp)

Enter search criteria...



MENU

District 3 Annual Meeting



[REGISTER](#)



[TELL A FRIEND \(/MEMBERS/SEND.ASP?EVENT=2003142\)](/MEMBERS/SEND.ASP?EVENT=2003142)

Annual meeting of members of the SDML District 3.



3/24/2026

When: Tuesday, March 24, 2026
6-8 pm CT

Where: Prosper Country Warehouse & Event Hall
46620 278 Street
Lennox, SD 57039

Contact: SDML Events Team
info@sdmunicipalleague.org (<mailto:info@sdmunicipalleague.org>),
605.224.8654

[REGISTER](#)

Online registration is available until: 3/24/2026

[« Go to Upcoming Event List \(/events/event_list.asp\)](/events/event_list.asp)

Renew old acquaintances, make new ones, learn about new legislation, and visit with representatives from state agencies and other elected officials.

The annual SDML district meetings are open to any SDML members. Mayors, town presidents, council members, and city officials are especially encouraged to attend. Area legislators, State agency representatives, and congressional delegates have also been invited. Attendees are able to register and bring guests.

\$30 PER PERSON

Refund deadline: March 9

[Event Registration/Refund Policy \(https://sdmunicipalleague.org/page/RefundPolicy\)](https://sdmunicipalleague.org/page/RefundPolicy).

SCHEDULE OF EVENTS

(Subject to change)

6 p.m. CT | Social with bar

6:30 p.m. CT | Dinner -Bourbon tips, garlic mashed potatoes, green beans, dinner roll with butter, carrot cake or chocolate lava molten cake with berries

7 p.m. CT | Program

ACCESSIBILITY ACCOMMODATIONS

Auxiliary aids and other reasonable accommodation shall be made upon request to ensure that programs are fully accessible to all individuals. If you would like to request special accommodations, please contact the SDML office at 1-800-658-3633.

OTHER OPPORTUNITIES

If you are unable to attend the meeting in your district, you are welcome to attend a meeting in another district but you will not be able to participate in elections or votes.

CONNECT WITH US

South Dakota Municipal League
208 Island Drive
Fort Pierre, SD 57532
(605) 224-8654

(mailto:email@email.com) info@sdmunicipalleague.org
(mailto:info@sdmunicipalleague.org)



(<https://www.facebook.com/sdmunileague>)



(<https://twitter.com/sdmunileague>)

QUICK LINKS

(/general/?type=CONTACT)Career Center (<https://sdmunicipalleague.site-ym.com/networking/>)

(/general/?type=CONTACT)Member Directory (</page/Services-MemberDirectory>)

Member Account Tutorials (<https://sdmunicipalleague.org/page/Account-Tutorials>)

(/login.aspx)Online Store (<https://sdmunicipalleague.site-ym.com/store/>)

Membership Software Powered by [YourMembership \(http://www.yourmembership.com/\)](http://www.yourmembership.com/). :: [Legal \(/ams/legal-privacy.htm\)](/ams/legal-privacy.htm).