

**BERESFORD CITY COUNCIL
REGULAR MEETING AGENDA
Monday, February 2, 2026, 5:30 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 – January 20, 2026

[5] – Executive Session – Personnel SDCL 1-25-2(4)

[6] – Visitors to be heard

- Shania Rozeboom- Chamber President
- Sherri Bousquet, Director, Union County Assessor's Office

[7] – Committee and Mayor Report

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

- Jason Anderson, City Administrator
 - Electrical Rate Increase Announcement
 - Sale of 101 N. 3rd Street

[9] – Old Business

[10] – New Business

- Beresford Fire and Emergency Management Report
- Addition of Aaron Larson and Robert Johnson to Beresford Fire Department Official Roster
- Pay Request #9 from Metro Construction, Inc., Bak Residential Development, \$11,837.55
- Pay Request #8 from Musson Brothers Inc., Sanitary Sewer Improvements, CIIP, \$33,238.08
- Beresford Combined City Election Agreement, Union County
- Beresford Combined City Election Agreement, Lincoln County
- Resolution 2026-03 Set Bridges Golf Course Fees
- Resolution 2026-04 Appreciation for Kathy Stuessi
- Approval of Part-Time Salary for Kathy Stuessi at \$25.78
- Resolution 2026-05 Surcharge for Financing an Increase in Water Allocation from Lewis & Clark Regional Water System
- Resolution 2026-06 Authorized Representation for Missouri Basin Municipal Power Agency d/b/a Missouri River Energy
- Resolution 2026-07 Authorized Representation for South Dakota Municipal Power Agency
- Bak Housing Development Covenants, Conditions and Restrictions

[11] – Discussion and Information Items

[12] – Payment of Bills

[13] – Executive Session- Personnel SDCL 1-25-2(4)

[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 2, 5:30 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

Tuesday, January 20, 2026

The Beresford City Council met in regular session in City Council Chambers at 5:37 p.m. The pledge of allegiance was recited.

Members Present: Mayor Eli Seeley presiding, Sarah Antonson (entered at 5:46 p.m.), Pat Bickett, Kayla Bullis, Will Roelke, Larry Rohrer, Mike Tiedeman

Also Present: Finance Officer Elaine Johnson, City Administrator Jason Anderson, City Attorney Tom Frieberg, Riley Mack, Shawn Giedd, Jason Atwood

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

Approve Minutes: A motion was made by Rohrer, seconded by Bullis, to approve the January 5, 2026, meeting minutes. All present Council members voted aye; motion carried.

Executive Session: At 5:39 p.m. a motion was made by Rohrer to enter into Executive Session to discuss personnel matters pursuant to SDCL 1-25-2(4). The motion was seconded by Bullis and all present Council members voted aye; motion carried. Mayor Seeley declared Council out of Executive Session at 7:10 p.m. No action was taken.

Visitors to be Heard:

Riley Mack, representing the Beresford Area Chamber of Commerce, appeared before the Council to request use of the Bridges Event Center for a Chamber Mixer scheduled for Friday, March 6, 2026. Mr. Mack was directed to contact Bridges Manager Ben Reiter regarding the request. Mr. Mack also informed the Council that Old Fashioned Weekend is scheduled for July 29-August 2, 2026, and noted that vendors will be located in the downtown area this year.

Committee/Mayor Reports: Mayor Seeley reported that Governor Rhoden has announced that South Dakota has been awarded \$189.4 million in federal funding through the Rural Health Transformation Project. Beresford Community EMS and firefighters intend to submit a letter of intent requesting funding to develop a regional EMS hub. Mayor Seeley outlined several potential benefits this project could bring to our community.

Department Head, City Administrator and Engineering Reports

Elaine Johnson – Finance Officer

- **December Finance Report:** Johnson highlighted some atypical expenditures during December. Following brief discussion, a motion was made by Antonson, seconded by Roelke, to approve the December 2025 financial report. All present Council members voted aye; motion carried.
- **ELO Compilation Report Engagement Letter:** Rohrer made a motion, seconded by Bullis, to authorize Finance Officer Johnson to sign the engagement letter with ELO CPAs & Advisors to prepare the 2025 Annual Report. All present Council members voted aye; motion carried.
- **ELO Annual Audit Letter:** Bickett made a motion, seconded by Roelke, to authorize Mayor Seeley to sign the engagement letter with ELO CPAs and Advisors to conduct the audit of the 2025 financial records. All present Council Members voted aye; motion carried.

Jason Anderson – City Administrator:

- **City Hall Employees:** Anderson recognized City Hall employees Rachel Johnson, Tony Harris and Kathy Stuessi for assisting with and covering Renee Goltz's duties during her absence.
- **Electrical Substation SCADA System Update:** Anderson reported that City officials have been working with DGR Engineering on the design of a Supervisory Control and Data Acquisition (SCADA) System for the electrical substation. The system is anticipated to be operational by early summer.
- **Bak Housing Development Lot Pricing:** Anderson discussed the process and factors used in determining lot pricing at the Bak Housing Development.

Old Business:

- **Ordinance 2026-01, Supplemental Appropriations:** Rohrer made a motion, seconded by Bullis, to approve the second reading and adoption of Ordinance 2026-01, Supplemental Appropriations. All present Council members voted aye; motion carried.

Ordinance #2026-01
Supplemental Appropriations

SUBJECT: An Ordinance to Supplement FY 2025 Appropriations.

BE IT ORDAINED, by the City of Beresford, SD that the following sums be appropriated to supplement the FY2025 Budget.

Section I: Appropriations:

Acct No 101-4130-41101	City Administrator – Full-Time Salaries	\$ 25,800
Acct No 101-4130-41500	City Administrator – Group Insurance	\$ 5,350
Acct No 101-4130-43500	City Administrator – Furniture & Office Equip	\$ 6,050
Acct No 101-4130-42900	City Administrator – Other Current Expense	\$ 600
Acct No 101-4190-43200	General Gov’t Bldgs – Bldgs & Improvement	\$ 27,000
Acct No 101-4190-42802	General Gov’t Bldgs – Electric	\$ 500
2025 Summer Reading Training Grant from the State Library/State of South Dakota		
Acct No 101-4550-43401	Library – Electronic Materials	\$ 1,000
Highway Safety Grant CFDA 20.600		
Acct No 101-4210-41101	Police – Full-Time Salaries	<u>\$ 8,763</u>
	<u>Total Appropriations</u>	<u>\$ 75,063</u>

Section II: Means of Finance:

Unassigned Fund Balance		\$ 65,300
Acct No 101-360-3691	Library Revenue	\$ 1,000
Acct No 101-340-3421	Police Fees	<u>\$ 8,763</u>
	<u>Total Means of Finance</u>	<u>\$ 75,063</u>

Eli Seeley, Mayor

Attest:

Elaine Johnson, Finance Officer

New Business:

- **Beresford Fire and Emergency Management Report:** Fire Chief Andrew Boden was unable to attend the meeting and will present the report at the next meeting.
- **Contractor Agreements:**
 - **Code Enforcement Specialist, LLC:** Following brief discussion, Antonson made a motion, seconded by Roelke, to approve the 2026 Independent Contractor Agreement with Joel Johnson of Code Enforcement Specialist, LLC. All present Council members voted aye; motion carried.
 - **Gary Roan Building Inspector:** After discussion and review of 2025 transactions, Rohrer made a motion, seconded by Bullis, to approve the 2026 Independent Contractor Agreement with Gary Roan. All present Council members voted aye; motion passed.
- **Petition to Vacate:** City Administrator Anderson and Attorney Frieberg explained the rationale for the petition. Following discussion, Bickett made a motion, seconded by Bullis, to authorize Mayor Seeley to sign the Petition to Vacate a Portion Street Right of Way, near Sunnie Drive of the Bak Housing Development. All present Council members voted aye; motion carried.
- **Real Property Transfer:** Attorney Frieberg explained the Real Property Transfer Agreement with BEDCO. Following discussion, a motion was made by Rohrer, seconded by Bickett, to approve the Real Property Transfer Agreement with BEDCO. All present Council members voted aye; motion carried.

- **Resolution 2026-03 Set Bridges Golf Course Fees:** Following review and discussion, Council decided to table Resolution 2026-03 until the next meeting.
- **Subsidy Drawdown Request:** A motion was made by Rohrer, seconded by Antonson, to approve the budgeted subsidy drawdown request of \$6,000.00 for Bright Beginnings Childcare Center. All present Council members voted aye; motion carried.
- **Step-Pay Increase:** Upon recommendation from BMTC General Mgr Austin Hansen, Rohrer made a motion, seconded by Bullis, to approve a step-pay increase to \$27.02/hour for Telephone Technician Marcus Cooper, effective January 24, 2026. All present Council members voted aye; motion carried.
- **Lewis & Clark Expansion:** Anderson provided an update on the Lewis & Clark Expansion Project and the request for the payment. Following discussion, a motion was made by Rohrer, seconded by Antonson, to approve the payment of \$335,185 for the Lewis & Clark Water Expansion Project. All present Council members voted aye; motion carried.
- **Transfer:** Following explanation by Finance Officer Johnson, Antonson made a motion to approve a transfer from the Second Penny Sales Tax to the Bridges Clubhouse/Event Center. Bullis seconded the motion and all present Council members voted aye; motion carried.

FYE 2025

Second Penny		DEBIT	CREDIT
201-010-1010	CASH		\$233,154.41
201-0000-51100	TRANSFER OUT	\$233,154.41	
Debt-Service Clubhouse/Event Center		DEBIT	CREDIT
301-010-1010	CASH	\$233,154.41	
301-000-3911	TRANSFER IN		\$233,154.41

This would cover the COP2020D payment in 2025 for the Bridges Community Center/Clubhouse.

- **Donation Request:** Following review of the City’s Donation Request Policy, Bullis made a motion, seconded by Antonson, to approve the donation of a family pool pass for the Frostbite 4 Race. All present Council members voted aye; motion carried.

Discussion and Information Items: Mayor Seeley reported he had been approached regarding the use of Volunteer Park for an adult kickball league following the conclusion of the baseball/softball season. Brief discussion was held, and a formal proposal will be brought before the Council at a future meeting.

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, copier, \$88.44; Aaron’s Window Cleaning, service, \$75.00; Beal Dist, beer, \$32.45; Big 10, affiliate fees, \$50.00; Bright Beginnings Daycare, 2026 subsidy, \$6,000.00; Butler Machinery, repair, \$258.00; Central Square Tech, annual sub, \$6,194.50; CHS, fuel, \$3,974.74; City of SF, tipping fees, \$4,107.95; Core & Main, meter support, \$3,764.71; Dave Feddersen, door install, \$2,211.85; DAD’s Repair, service, \$87.61; Dakota Fluid Power, repair, \$448.25; DGR Engineering, service, \$1,277.00; ECHO Group, HST fiber terminal, \$2,490.06; Eide Bailly, Office 365, \$240.52; Express Comm, CBOL settlement, \$723.00; FanDuel Sports, affiliate fees, \$781.56;

FARR Tech, server system, \$2,372.25; First Dakota Nat’l Bank, HSA acct fee, \$500.00; Frieberg, Nelson & Ask, City attorney, \$2,250.00; Frostbite 4, ads, \$300.00; Jeff Heidebrecht, reimburse purchase, \$49.00; Heartland Payment Systems, CC fees, \$690.43; Hillyard, supplies, \$117.19; Ingram Lib Serv, books, \$761.32; Interstate TRS, telephone relay service, \$349.42; Intoximeters, supplies, \$449.00; Jack’s Uniforms, clothing, \$115.80; Joel Johnson, retainer, \$1,500.00; KCL Group Ben, insurance, \$143.15; Knife River, asphalt mix, \$1,647.00; Keith Kropuenske, clothing, \$86.00; KVHT FM, advertising, \$2,200.00; Maker’s Market, supplies, \$48.00;

Matheson Tri-Gas, hose, \$152.88; Metropolitan Compounds, supplies, \$559.46; MidAmerica Computer Corp, billing fees, \$4,422.84; MidAmerican Energy, natural gas, \$3,595.74 & \$139.96; Mid-States Org Crime Info, membership, \$100.00; Midwest Tape, DVD, \$193.47; New Century Press, publishing, \$33.23; NY Life, insurance, \$42.75; Nexstar Broadcasting, affiliate fees, \$2,486.94; Northern Plains, supplies, \$28.48; NTCA, AI summit, \$79.00; O’Reilly Auto, supplies, \$173.20; Olson’s Pest Tech, service, \$250.00; Overdrive, books, \$1,350.83; Performance Foodservice, food, \$1,499.22; Quadient, supplies, \$37.00; Roo’s Sanitation, service, \$10,926.67; SD DANR, wastewater fee, \$2,500.00; SD Municipal League, registration, \$35.00; SD Police Chiefs Assoc, dues, \$200.00;

SDN, internet access, \$2,858.81; Showcases, library supplies, \$120.31; Showtime Network, affiliate fees, \$51.15; Sturdevant’s, supplies, \$30.97; Sunshine Foods, food, \$54.46; Team Lab, Team Shop Pac, \$108.00; Transource, service, \$840.00; TreviPay, tools, \$451.61; Unemployment Ins Div of SD, insurance, \$109.91; USAC, schools & libraries, \$1,973.11; Rob Van Ballegooyen, safety lenses, \$100.00;

Vantage Point, CALEA, \$160.00; Verizon, cell phones, \$892.42; Washington Nat'l Ins, insurance, \$84.30; Wellmark BC/BS, insurance, \$46,374.41; Wells Fargo, CC charges, \$2,230.21.

Executive Session: At 8:08 p.m., Bickett made a motion, seconded by Roelke, to enter into Executive Session to discuss personnel matters pursuant to SDCL 1-25-2(4). All present Council members voted aye; motion carried. Mayor Seeley declared Council out of Executive Session at 9:00 p.m. No action was taken.

Adjournment: Having no further business, Mayor Seeley adjourned the meeting at 9:00 p.m.

Elaine Johnson, Finance Officer
Recorded by Kathy Stuessi

Beresford Municipal Electric to Raise Electric Rates

At its December meeting, the Beresford City Council approved an overall 3 percent electric rate increase that will be effective on the February 2026 billing. Beresford Municipal Electric last increased electric rates in 2025. The rate increase is due to several reasons, which include rising wholesale power supply and transmission costs and increasing local operating expenses to maintain a reliable distribution system. As a result of the approved rate changes, a typical residential customer using 900 kWh would see an average monthly increase of around \$3.75. Many other area utilities are also facing similar cost pressures and have recently increased rates.

Beresford Municipal Electric receives its power from two sources, the Western Area Power Administration (WAPA) and Missouri River Energy Services (MRES). WAPA markets power from hydroelectric generation facilities along the Missouri River, and its wholesale rate had been stable for many years until they implemented a 16% overall increase in 2023. Additionally, WAPA increased rates by 7.5% in 2025 and 6.2% in 2026, which were both part of their Federal Register Notice approved in 2024. The increases are due to drought conditions in the Missouri River Basin, increasing operations and maintenance costs from the federal hydropower agencies, and the February 2021 polar vortex event. MRES had a 2.7% increase in 2024, a 5.3% increase in 2025, and an additional increase of around 4.7% in 2026. The Board of Directors (BOD) also approved a tentative long-term rate plan that includes increases of around 4.4% for the next several years. The increases are primarily due to higher purchased power costs and new generation and transmission infrastructure to serve its members economically and reliably in the future. Future rate increases are reviewed annually by the BOD.

The City of Beresford, its residents and businesses, receive many benefits from being served by a public power system. One of the many benefits is that the City Council has local control of the utility rates, policies, and objectives. Another benefit is the operating transfer to the City of Beresford to help support city services that may otherwise go unfunded. Other advantages of having a public power system in Beresford are local customer service and the ability to issue tax-exempt financing for improvements, which is typically at a lower cost of financing. Lastly, shared billing and administrative staff among other city utilities helps keep the total operating costs lower for all these services. Beresford Municipal Electric will continue to work hard to provide reliable power to its customers.

BERESFORD FIRE AND RESCUE

Volunteer Efforts / Professional Results

2025 Activity Report

The past year was an active and productive one for the department, highlighted by a steady call volume and continued commitment from our volunteer members. The department did have one large incident in March of 2025. This field fire burned approximately 750 acres and threatened 3 homes. With the help of Alcester, Elk Point and Vermillion fire departments and multiple farmers and their equipment there were no major injuries and no significant loss of property. There were two bystanders who were rescued by VFD before their car burned up. This incident brought to light some serious issues with our communication system, we have remedied a few areas, but the age of our radios is limiting us to make any further improvements. Members remained ready to respond at all times and handled a wide variety of calls throughout the year.

A total of **88 calls for service** were answered. Fire-related incidents made up the largest portion of the call volume, reflecting the department's core mission of fire suppression and hazard mitigation. In addition, the department continued to provide assistance with rescue and EMS-related incidents, as well as a number of public service calls that support the safety and well-being of the community.

Call Breakdown

- **Fire-related incidents:** 40
- **Rescue or EMS incidents:** 24
- **Public service calls:** 7
- **Canceled / No incident found:** 17

In addition to emergency responses, department members dedicated significant time to training, equipment maintenance, administrative duties, and community outreach. Ongoing training ensured members remained prepared to respond safely and effectively to a wide range of incidents.

The department's ability to serve the community continues to rely heavily on the dedication of its volunteer firefighters and the support of residents and partners. Their time, commitment, and willingness to serve remain the foundation of the department's success. The firefighters donated over 4500 hours of their personal time responding to calls, training, drills, and meetings.

As the department looks ahead to the coming year, the focus will remain on maintaining readiness, improving training opportunities, and continuing to provide reliable and professional service to the community.

Beresford Fire & Rescue

PO Box 1, Beresford, SD 57004

Fax 605-763-2401

fire@beresfordsd.com

BERESFORD FIRE AND RESCUE

Volunteer Efforts / Professional Results

State of the Department

The department was satisfactorily staffed with trained members and officers to maintain an ISO rating of 5X. The rating is superior to the average ISO rating for a community of our size.

All fire vehicles are all in good working order. Truck 2 was replaced at the end of 2024 with a 2006 75 ft aerial and Truck 2A is still in service but will need to be replaced with a reserve engine in the future. A new wildland chassis was ordered this year with an expected delivery date of May 2026, once received it will be upfitted with necessary equipment from the old chassis. We will be utilizing the existing skid unit as it is still in good working order. There is enough personnel and equipment for most operations within our response area. Mutual aid agreements with other departments for equipment and personnel are in place if additional resources are required.

Funding from budgeted tax support meets the operational expenses but grants and donations are needed to meet our replacement and new equipment requirements. Loans have been acquired in the past when funds are not readily available. There are no loans outstanding at this date. Community support along with the dedication of the department's membership continues to be essential and is well supported.

Respectfully submitted on January 5, 2026.



Andrew Boden
Beresford Fire Rescue
Fire Chief
605-957-5213
fire@beresfordsd.com

Contractor's Application for Payment

Owner: <u>City of Beresford</u>	Owner's Project No.: <u>-</u>
Engineer: <u>Banner Associates</u>	Engineer's Project No.: <u>24192.00</u>
Contractor: <u>Metro Construction, Inc.</u>	Contractor's Project No.: <u>-</u>
Project: <u>Beresford Bak Residential Development</u>	
Contract: <u>Beresford Bak Residential Development</u>	
Application No.: <u>9</u>	Application Date: <u>1/19/2026</u>
Application Period: From <u>12/23/2025</u> to <u>1/19/2026</u>	

1. Original Contract Price	\$ 2,355,079.26
2. Net change by Change Orders	\$ 521,360.90
3. Current Contract Price (Line 1 + Line 2)	\$ 2,876,440.16
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,000,234.33
5. Retainage	
a. <u>5%</u> X <u>\$ 3,000,234.33</u> Work Completed =	\$ 150,011.72
b. <u>5%</u> X <u>\$ -</u> Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 150,011.72
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,850,222.61
7. Less previous payments (Line 6 from prior application)	\$ 2,838,385.06
8. Amount due this application	\$ 11,837.55
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$185,000 +/-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Brook Horstmeyer

Signature: *Brook Horstmeyer* **Date:** 1/20/25

Recommended by Engineer	Approved by Owner
By: <u>Pat Carey, PE <i>Pat Carey, PE</i></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>1/19/2026</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Beresford	Owner's Project No.:	-
Engineer: Banner Associates	Engineer's Project No.:	24192.00
Contractor: Metro Construction, Inc.	Contractor's Project No.:	-
Project: Beresford Bak Residential Development		
Contract: Beresford Bak Residential Development		

Application No.: 9 Application Period: From 12/23/25 to 01/19/26 Application Date: 01/19/26

A Bid Item No.	B Description	C			D		E		F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / F) (%)	L Balance to Finish (F - J) (\$)
		Item	Quantity	Units	Contract Information	Unit Price (\$)									
Original Contract															
1	Mobilization	1	LS					\$ 134,055.55	1.00	\$ 134,055.55		\$ 134,055.55	100%	-	
2	Clearing	1	LS					\$ 3,500.00	3.24	\$ 11,350.00		\$ 11,350.00	324%	(7,850.00)	
3	Traffic Control Signs	223	Sqft					\$ 4.24	223.00	\$ 945.52		\$ 945.52	100%	-	
4	Traffic Control, Miscellaneous	1	LS					\$ 2,544.00	1.00	\$ 2,544.00		\$ 2,544.00	100%	-	
5	Type 2 Barricade	2	Each					\$ 42.40	2.00	\$ 84.80		\$ 84.80	100%	-	
6	Type 3 Barricade, 6' Double Sided	9	Each					\$ 63.60	9.00	\$ 572.40		\$ 572.40	100%	-	
7	Type 3 Barricade, 8' Single Sided	25	Each					\$ 63.60	34.00	\$ 2,162.40		\$ 2,162.40	136%	(572.40)	
8	Sweeping	20	Hr					\$ 75.00	19.00	\$ 1,425.00		\$ 1,425.00	95%	75.00	
9	Strip and Stockpile Topsoil	21,100	CuYd					\$ 2.25	21,100.00	\$ 47,475.00		\$ 47,475.00	100%	-	
10	Placing Stockpiled Topsoil	21,100	CuYd					\$ 2.75	21,100.00	\$ 58,025.00		\$ 58,025.00	100%	-	
11	Seeding - Boulevard Mix	728	Lb					\$ 6.36	-	\$ -		\$ -	0%	4,630.08	
12	Seeding - Detention Pond Mix	246	Lb					\$ 6.36	321.00	\$ 2,041.56		\$ 2,041.56	130%	(477.00)	
13	Seeding - Lot Mix	1,176	Lb					\$ 4.77	400.00	\$ 1,908.00		\$ 1,908.00	34%	3,701.52	
14	Fertilizing	2,986	Lb					\$ 1.06	800.00	\$ 848.00		\$ 848.00	27%	2,317.16	
15	Weed Control	1	LS					\$ 371.00	-	\$ -		\$ -	0%	371.00	
16	Hydro-Mulching	33	Ton					\$ 233.20	16.50	\$ 3,847.80		\$ 3,847.80	50%	3,847.80	
17	Erosion Control Blanket	15,998	SqYd					\$ 1.58	13,611.00	\$ 21,505.38		\$ 21,505.38	85%	3,771.46	
18	Silt Fence	1,716	LF					\$ 2.81	2,216.00	\$ 6,226.96		\$ 6,226.96	129%	(1,405.00)	
19	Inlet Protection	27	Each					\$ 90.10	30.00	\$ 2,703.00		\$ 2,703.00	111%	(270.30)	
20	Temporary Vehicle Tracking Control	2	Each					\$ 1,100.00	2.00	\$ 2,200.00		\$ 2,200.00	100%	-	
21	Concrete Washout Area	3	Each					\$ 250.00	3.00	\$ 750.00		\$ 750.00	100%	-	
22	Manhole Construction Plate Marker	10	Each					\$ 150.00	10.00	\$ 1,500.00		\$ 1,500.00	100%	-	
23	Remove Concrete Curb and Gutter	42	LF					\$ 100.00	250.00	\$ 25,000.00		\$ 25,000.00	595%	(20,800.00)	
24	Remove Asphalt Concrete Pavement	953	SqYd					\$ 5.00	1,526.00	\$ 7,630.00		\$ 7,630.00	160%	(2,865.00)	
25	Remove Concrete Pavement	42	SqYd					\$ 10.00	51.00	\$ 510.00		\$ 510.00	121%	(90.00)	
26	Remove Gravel Surfacing	3,499	SqYd					\$ 3.00	3,499.00	\$ 10,497.00		\$ 10,497.00	100%	-	
27	Remove Concrete Sidewalk	43	SqYd					\$ 10.00	63.00	\$ 630.00		\$ 630.00	147%	(200.00)	
28	Saw Existing Asphalt	255	LF					\$ 8.00	407.00	\$ 3,256.00		\$ 3,256.00	160%	(1,216.00)	
29	Saw Existing Concrete	26	LF					\$ 20.00	38.00	\$ 760.00		\$ 760.00	146%	(240.00)	
30	Trench Stabilization Material	500	Ton					\$ 40.00	1,040.83	\$ 41,633.20		\$ 41,633.20	208%	(21,633.20)	
31	Imported Trench Backfill Material	500	Ton					\$ 25.00	-	\$ -		\$ -	0%	12,500.00	
32	Locate Utility	15	Each					\$ 300.00	15.00	\$ 4,500.00		\$ 4,500.00	100%	-	
33	Verify Utility	4	Each					\$ 300.00	6.00	\$ 1,800.00		\$ 1,800.00	150%	(600.00)	
34	Unclassified Excavation - Site Grading	27,712	CuYd					\$ 2.65	27,712.00	\$ 73,436.80		\$ 73,436.80	100%	-	
35	Unclassified Excavation - Roadway	7,520	CuYd					\$ 3.00	7,810.00	\$ 23,430.00		\$ 23,430.00	104%	(870.00)	
36	Unclassified Excavation, Ditches	390	CuYd					\$ 2.50	429.20	\$ 1,073.00		\$ 1,073.00	110%	(98.00)	
37	Compaction - Moisture Density Tests	110	Each					\$ 143.10	85.00	\$ 12,163.50		\$ 12,163.50	77%	3,577.50	
38	Geotextile Fabric for Subgrade Stabilization	20,190	SqYd					\$ 3.05	20,812.00	\$ 63,476.60		\$ 63,476.60	103%	(1,897.10)	
39	Remove Water Pipe	11	LF					\$ 20.00	11.00	\$ 220.00		\$ 220.00	100%	-	
40	Remove and Salvage Fire Hydrant	1	Each					\$ 40.00	1.00	\$ 40.00		\$ 40.00	100%	-	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Beresford	Owner's Project No.: -
Engineer: Banner Associates	Engineer's Project No.: 24192.00
Contractor: Metro Construction, Inc.	Contractor's Project No.: -
Project: Beresford Bak Residential Development	
Contract: Beresford Bak Residential Development	

A Bid Item No.	B Description	C			D		E		F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / F) (%)	L Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Contract Information	Value of Bid Item (C X E) (\$)									
41	4" Watermain	6	LF	\$ 30.00				\$ 180.00	6.00	\$ 180.00		\$ 180.00	100%	-	
42	6" Watermain	3786	LF	\$ 26.00				\$ 98,436.00	3,786.00	\$ 98,436.00		\$ 98,436.00	100%	-	
43	6" MJ Gate Valve & Box w/ Joint Restraints	25	Each	\$ 1,800.00				\$ 45,000.00	29.00	\$ 52,200.00		\$ 52,200.00	116%	(7,200.00)	
44	6" MJ Bend (22.5 Degree) w/ Joint Restraints	8	Each	\$ 500.00				\$ 4,000.00	8.00	\$ 4,000.00		\$ 4,000.00	100%	-	
45	Adjustment of Valve Box	27	Each	\$ 159.00				\$ 4,293.00	29.00	\$ 4,611.00		\$ 4,611.00	107%	(318.00)	
46	6" MJ Cap w/ Joint Restraints	2	Each	\$ 375.00				\$ 750.00	2.00	\$ 750.00		\$ 750.00	100%	-	
47	4" MJ Sleeve w/ Joint Restraints	2	Each	\$ 450.00				\$ 900.00	2.00	\$ 900.00		\$ 900.00	100%	-	
48	6" MJ Tee w/ Joint Restraints	6	Each	\$ 500.00				\$ 3,000.00	6.00	\$ 3,000.00		\$ 3,000.00	100%	-	
49	6" x 4" MJ Tee w/ Joint Restraints	1	Each	\$ 720.00				\$ 720.00	1.00	\$ 720.00		\$ 720.00	100%	-	
50	6" x 6" MJ Tee w/ Joint Restraints	14	Each	\$ 650.00				\$ 9,100.00	14.00	\$ 9,100.00		\$ 9,100.00	100%	-	
51	Cut and Tie To Existing Watermain	4	Each	\$ 1,500.00				\$ 6,000.00	4.00	\$ 6,000.00		\$ 6,000.00	100%	-	
52	6" x 1" Water Service Saddle Tap & Corp	57	Each	\$ 400.00				\$ 22,800.00	58.00	\$ 23,200.00		\$ 23,200.00	102%	(400.00)	
53	1" Water Service Curb Stop & Box	57	Each	\$ 600.00				\$ 34,200.00	58.00	\$ 34,800.00		\$ 34,800.00	102%	(600.00)	
54	1" Water Service Piping	1,720	LF	\$ 15.00				\$ 25,800.00	1,750.00	\$ 26,250.00		\$ 26,250.00	102%	(450.00)	
55	Tracer Wire - Water	3,778	LF	\$ 0.30				\$ 1,133.40	7,070.00	\$ 2,121.00		\$ 2,121.00	187%	(887.60)	
56	Temporary Fire Hydrant	2	Each	\$ 1,500.00				\$ 3,000.00	2.00	\$ 3,000.00		\$ 3,000.00	100%	-	
57	Fire Hydrant w/ Joint Restraints	7	Each	\$ 6,000.00				\$ 42,000.00	7.00	\$ 42,000.00		\$ 42,000.00	100%	-	
58	Remove Storm Sewer Pipe	178	LF	\$ 25.00				\$ 4,450.00	178.00	\$ 4,450.00		\$ 4,450.00	100%	-	
59	Remove Flared End	6	Each	\$ 250.00				\$ 1,500.00	6.00	\$ 1,500.00		\$ 1,500.00	100%	-	
60	15" RCP Class 3, Furnish & Install	150	LF	\$ 50.00				\$ 7,500.00	150.00	\$ 7,500.00		\$ 7,500.00	100%	-	
61	18" RCP Class 3, Furnish & Install	1,146	LF	\$ 60.00				\$ 68,760.00	1,146.00	\$ 68,760.00		\$ 68,760.00	100%	-	
62	24" RCP Class 3, Furnish & Install	468	LF	\$ 75.00				\$ 35,100.00	706.00	\$ 52,950.00		\$ 52,950.00	151%	(17,850.00)	
63	30" RCP Class 3, Furnish & Install	63	LF	\$ 100.00				\$ 6,300.00	63.00	\$ 6,300.00		\$ 6,300.00	100%	-	
64	36" RCP Class 3, Furnish & Install	189	LF	\$ 125.00				\$ 23,625.00	190.00	\$ 23,750.00		\$ 23,750.00	101%	(125.00)	
65	Type B Inlet with Frame and Grate	3	Each	\$ 2,597.00				\$ 7,791.00	3.00	\$ 7,791.00		\$ 7,791.00	100%	-	
66	Area Inlet (2'x2')	2	Each	\$ 2,703.00				\$ 5,406.00	4.00	\$ 10,812.00		\$ 10,812.00	200%	(5,406.00)	
67	Area Inlet (4'x4')	1	Each	\$ 4,075.70				\$ 4,075.70	4.00	\$ 16,302.80		\$ 16,302.80	400%	(12,227.10)	
68	Sioux Falls Drop Inlet (10'x3')	2	Each	\$ 6,348.34				\$ 12,696.68	2.00	\$ 12,696.68		\$ 12,696.68	100%	-	
69	Sioux Falls Drop Inlet (6'x3')	1	Each	\$ 5,625.42				\$ 5,625.42	1.00	\$ 5,625.42		\$ 5,625.42	100%	-	
70	Special Type B Inlet with Frame and Grate (4'x4')	18	Each	\$ 4,181.70				\$ 75,270.60	19.00	\$ 79,452.30		\$ 79,452.30	106%	(4,181.70)	
71	18" RCP Flared Ends Class 3	1	Each	\$ 875.00				\$ 875.00	1.00	\$ 875.00		\$ 875.00	100%	-	
72	24" RCP Flared Ends Class 3	4	Each	\$ 900.00				\$ 3,600.00	5.00	\$ 4,500.00		\$ 4,500.00	125%	(900.00)	
73	30" RCP Flared Ends Class 3	1	Each	\$ 1,100.00				\$ 1,100.00	1.00	\$ 1,100.00		\$ 1,100.00	100%	-	
74	36" RCP Flared Ends Class 3	4	Each	\$ 1,400.00				\$ 5,600.00	4.00	\$ 5,600.00		\$ 5,600.00	100%	-	
75	2" Polystyrene Pipe Insulation	16	LF	\$ 20.00				\$ 320.00	16.00	\$ 320.00		\$ 320.00	100%	-	
76	RipRap, SDDOT Class B	138	Ton	\$ 75.00				\$ 10,350.00	140.34	\$ 10,525.50		\$ 10,525.50	102%	(175.50)	
77	RipRap, SDDOT Class C	85	Ton	\$ 80.00				\$ 6,800.00	85.10	\$ 6,808.00		\$ 6,808.00	100%	(8.00)	
78	4" Dia Gravity Sewer Pipe	1,753	LF	\$ 34.00				\$ 59,602.00	2,295.00	\$ 78,030.00		\$ 78,030.00	131%	(18,428.00)	
79	8" Dia Gravity Sewer Pipe	3,166	LF	\$ 43.00				\$ 136,138.00	3,166.00	\$ 136,138.00		\$ 136,138.00	100%	-	
80	8'x4" Sanitary Sewer Service Connection	61	Each	\$ 220.00				\$ 13,420.00	62.00	\$ 13,640.00		\$ 13,640.00	102%	(220.00)	
81	48" Dia Sanitary Sewer Manhole	12	Each	\$ 3,600.00				\$ 43,200.00	12.00	\$ 43,200.00		\$ 43,200.00	100%	-	

Application No.: 9 Application Period: From 12/23/25 to 01/19/26 Application Date: 01/19/26

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Beresford
Engineer: Banner Associates
Contractor: Metro Construction, Inc.
Project: Beresford Bak Residential Development
Contract: Beresford Bak Residential Development

Owner's Project No.: -
Engineer's Project No.: 24192.00
Contractor's Project No.: -

Application No.:		9		Application Period:		12/23/25		From		01/19/26		to		01/19/26		Application Date:	
A	Bid Item No.	B	Description	C		D		E		F	G		H	I	J	K	L
				Item Quantity	Units	Contract Information	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work		Value of Work Completed (E X G) (\$)	Materials Currently Stored (not in G) (\$)					
	82		Additional Vertical Feet Manhole	38	VF		\$ 410.00	\$ 15,580.00	38.00	\$ 15,580.00		\$ 15,580.00		\$ -	\$ 15,580.00	100%	-
	83		Connect to Existing Sanitary Sewer Pipe	2	Each		\$ 1,500.00	\$ 3,000.00	2.00	\$ 3,000.00		\$ 3,000.00		\$ -	\$ 3,000.00	100%	-
	84		Adjustment of Manhole and Cover	14	Each		\$ 530.00	\$ 7,420.00	14.00	\$ 7,420.00		\$ 7,420.00		\$ -	\$ 7,420.00	100%	-
	85		Tracer Wire - Sanitary	4,919	LF		\$ 0.30	\$ 1,475.70	4,919.00	\$ 1,475.70		\$ 1,475.70		\$ -	\$ 1,475.70	100%	-
	86		Base Course	10,720	Ton		\$ 24.00	\$ 257,280.00	10,979.47	\$ 263,507.28		\$ 263,507.28		\$ -	\$ 263,507.28	102%	(6,227.28)
	87		6" Gravel Surfacing	100	Ton		\$ 25.00	\$ 2,500.00	100.00	\$ 2,500.00		\$ 2,500.00		\$ -	\$ 2,500.00	100%	-
	88		4" Asphalt Concrete	3,970	Ton		\$ 105.79	\$ 419,986.30	3,970.00	\$ 419,986.30		\$ 419,986.30		\$ -	\$ 419,986.30	100%	-
	89		Asphalt Concrete Sampling and Testing	12	Each		\$ 408.10	\$ 4,897.20	10.00	\$ 4,081.00		\$ 4,081.00		\$ -	\$ 4,081.00	83%	816.20
	90		PCC Approach Pavement, 6" Thick	114	SqYd		\$ 76.32	\$ 8,700.48	125.00	\$ 9,540.00		\$ 9,540.00		\$ -	\$ 9,540.00	110%	(839.52)
	91		Concrete Fillet Section, 6" Thick	397	SqYd		\$ 111.30	\$ 44,186.10	453.80	\$ 50,507.94		\$ 50,507.94		\$ -	\$ 50,507.94	114%	(6,321.84)
	92		Concrete Curb & Gutter	8,633	LF		\$ 18.39	\$ 158,760.87	9,299.00	\$ 171,008.61		\$ 171,008.61		\$ -	\$ 171,008.61	108%	(12,247.74)
	93		6" Concrete Valley Gutter, 6" Thick	129	SqYd		\$ 111.30	\$ 14,357.70	170.00	\$ 18,921.00		\$ 18,921.00		\$ -	\$ 18,921.00	132%	(4,563.30)
	94		4" Concrete Sidewalk	1,436	SqFt		\$ 7.42	\$ 10,655.12	1,989.00	\$ 14,758.38		\$ 14,758.38		\$ -	\$ 14,758.38	139%	(4,103.26)
	95		Concrete Sampling and Testing	36	Each		\$ 190.80	\$ 6,868.80	36.00	\$ 6,868.80		\$ 6,868.80		\$ -	\$ 6,868.80	100%	-
	96		Type B Detectable Warnings	224	SqFt		\$ 58.30	\$ 13,059.20	304.00	\$ 17,723.20		\$ 17,723.20		\$ -	\$ 17,723.20	136%	(4,664.00)
										Original Contract Totals		\$ 2,355,079.26	\$ 2,488,999.38	\$ -	\$ 2,488,999.38	106%	\$ (133,920.12)

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Beresford	Owner's Project No.:
Engineer: Banner Associates	Engineer's Project No.: 24192.00
Contractor: Metro Construction, Inc.	Contractor's Project No.:
Project: Beresford Bak Residential Development	
Contract: Beresford Bak Residential Development	

Application No.: 9	Application Period: From 12/23/25 to 01/19/26	Application Date: 01/19/26
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A Bid Item No.	B Description	C Contract Information			E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		D Item Quantity	D Units	D Units								
Change Orders												
CO1-1	24" HDPE, Furnish and Install	305	LF	\$ 70.00	\$ 21,350.00	305.00	\$ 21,350.00	\$ -	\$ 21,350.00	100%	\$ -	
CO2-1	Mobilization	1	LS	\$ 70,972.00	\$ 70,972.00	1.00	\$ 70,972.00	\$ -	\$ 70,972.00	100%	\$ -	
CO2-2	Strip and Stockpile Topsoil	570	CuYd	\$ 2.25	\$ 1,282.50	570.00	\$ 1,282.50	\$ -	\$ 1,282.50	100%	\$ -	
CO2-3	Placing Stockpiled Topsoil	570	CuYd	\$ 2.75	\$ 1,567.50	570.00	\$ 1,567.50	\$ -	\$ 1,567.50	100%	\$ -	
CO2-4	Seeding - Boulevard Mix	163	Lb	\$ 6.36	\$ 1,036.68	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,036.68	
CO2-5	Fertilizing	100	Lb	\$ 1.06	\$ 106.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 106.00	
CO2-6	Weed Control	1	LS	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 750.00	
CO2-7	Hydro-Mulching	1	Ton	\$ 233.20	\$ 233.20	0.50	\$ 116.60	\$ -	\$ 116.60	45%	\$ 139.92	
CO2-8	Erosion Control Blanket	1,103	SqYd	\$ 1.58	\$ 1,742.74	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,742.74	
CO2-9	Silt Fence	160	LF	\$ 2.81	\$ 449.60	\$ -	\$ -	\$ -	\$ -	0%	\$ 449.60	
CO2-10	Temporary Vehicle Tracking Control	1	Each	\$ 1,100.00	\$ 1,100.00	1.00	\$ 1,100.00	\$ -	\$ 1,100.00	100%	\$ -	
CO2-11	Manhole Construction Plate Marker	2	Each	\$ 150.00	\$ 300.00	2.00	\$ 300.00	\$ -	\$ 300.00	100%	\$ -	
CO2-12	Remove Gravel Surfacing	2,882	SqYd	\$ 3.00	\$ 8,646.00	2,882.00	\$ 8,646.00	\$ -	\$ 8,646.00	100%	\$ -	
CO2-13	Saw Existing Asphalt	60	LF	\$ 8.00	\$ 480.00	60.00	\$ 480.00	\$ -	\$ 480.00	100%	\$ -	
CO2-14	Locate Utility	12	Each	\$ 300.00	\$ 3,600.00	13.00	\$ 3,900.00	\$ -	\$ 3,900.00	108%	\$ (300.00)	
CO2-15	Verify Utility	3	Each	\$ 300.00	\$ 900.00	3.00	\$ 900.00	\$ -	\$ 900.00	100%	\$ -	
CO2-16	Unclassified Excavation - Roadway	2,250	CuYd	\$ 3.00	\$ 6,750.00	2,250.00	\$ 6,750.00	\$ -	\$ 6,750.00	100%	\$ -	
CO2-17	Compaction - Moisture Density Tests	20	Each	\$ 143.10	\$ 2,862.00	20.00	\$ 2,862.00	\$ -	\$ 2,862.00	100%	\$ -	
CO2-18	Geotextile Fabric for Subgrade Stabilization	5,120	SqYd	\$ 3.05	\$ 15,616.00	5,120.00	\$ 15,616.00	\$ -	\$ 15,616.00	100%	\$ -	
CO2-19	Adjustment of Valve Box	3	Each	\$ 159.00	\$ 477.00	3.00	\$ 477.00	\$ -	\$ 477.00	100%	\$ -	
CO2-20	6" x 2" Water Service Saddle Tap & Corp	3	Each	\$ 1,200.00	\$ 3,600.00	3.00	\$ 3,600.00	\$ -	\$ 3,600.00	100%	\$ -	
CO2-21	2" Water Service Curb Stop & Box	3	Each	\$ 1,400.00	\$ 4,200.00	3.00	\$ 4,200.00	\$ -	\$ 4,200.00	100%	\$ -	
CO2-22	2" Water Service Piping	50	LF	\$ 32.00	\$ 1,600.00	50.00	\$ 1,600.00	\$ -	\$ 1,600.00	100%	\$ -	
CO2-23	Tracer Wire - Water	50	LF	\$ 0.30	\$ 15.00	50.00	\$ 15.00	\$ -	\$ 15.00	100%	\$ -	
CO2-24	Remove Storm Sewer Pipe	77	LF	\$ 25.00	\$ 1,925.00	77.00	\$ 1,925.00	\$ -	\$ 1,925.00	100%	\$ -	
CO2-25	Remove Flared End	1	Each	\$ 250.00	\$ 250.00	1.00	\$ 250.00	\$ -	\$ 250.00	100%	\$ -	
CO2-26	18" Arch RCP Class 4, Furnish & Install	71	LF	\$ 90.00	\$ 6,390.00	71.00	\$ 6,390.00	\$ -	\$ 6,390.00	100%	\$ -	
CO2-27	18" Arch RCP Flared End Class 4	1	Each	\$ 900.00	\$ 900.00	1.00	\$ 900.00	\$ -	\$ 900.00	100%	\$ -	
CO2-28	6" Dia Gravity Sewer Pipe	59	LF	\$ 100.00	\$ 5,900.00	59.00	\$ 5,900.00	\$ -	\$ 5,900.00	100%	\$ -	
CO2-29	12" Dia Gravity Sewer Pipe	513	LF	\$ 137.00	\$ 70,281.00	513.00	\$ 70,281.00	\$ -	\$ 70,281.00	100%	\$ -	
CO2-30	12"x6" Sanitary Sewer Service Connection	2	Each	\$ 750.00	\$ 1,500.00	2.00	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -	
CO2-31	48" Dia Sanitary Sewer Manhole	1	Each	\$ 3,600.00	\$ 3,600.00	1.00	\$ 3,600.00	\$ -	\$ 3,600.00	100%	\$ -	
CO2-32	Additional Vertical Feet Manhole	10	VF	\$ 410.00	\$ 4,100.00	10.00	\$ 4,100.00	\$ -	\$ 4,100.00	100%	\$ -	
CO2-33	Connect to Existing Sanitary Sewer Pipe	1	Each	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -	
CO2-34	Adjustment of Manhole and Cover	2	Each	\$ 530.00	\$ 1,060.00	2.00	\$ 1,060.00	\$ -	\$ 1,060.00	100%	\$ -	
CO2-35	Tracer Wire - Sanitary	572	LF	\$ 0.30	\$ 171.60	572.00	\$ 171.60	\$ -	\$ 171.60	100%	\$ -	
CO2-36	12" PVC Cap	2	Each	\$ 350.00	\$ 700.00	2.00	\$ 700.00	\$ -	\$ 700.00	100%	\$ -	
CO2-37	Base Course	3,220	Ton	\$ 24.00	\$ 77,280.00	3,220.00	\$ 77,280.00	\$ -	\$ 77,280.00	100%	\$ -	
CO2-38	6" Gravel Surfacing	310	Ton	\$ 25.00	\$ 7,750.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,750.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Beresford
Engineer: Banner Associates
Contractor: Metro Construction, Inc.
Project: Beresford Bak Residential Development
Contract: Beresford Bak Residential Development

Owner's Project No.: -
Engineer's Project No.: 24192.00
Contractor's Project No.: -

Application No.:		9		Application Period:		From 12/23/25		to 01/19/26		Application Date:		01/19/26	
A Bid Item No.	B Description	C Item Quantity	D Units	E Contract Information		F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)	
CO2-39	4" Asphalt Concrete	1,020	Ton	\$ 105.79	\$	107,905.80	1,018.41	\$ 107,737.59		\$ 107,737.59	100%	168.21	
CO2-40	Asphalt Concrete Sampling and Testing	3	Each	\$ 408.10	\$	1,224.30	3.00	\$ 1,224.30		\$ 1,224.30	100%	-	
CO2-41	Concrete Curb & Gutter	2,134	LF	\$ 18.39	\$	39,244.26	2,134.00	\$ 39,244.26		\$ 39,244.26	100%	-	
CO2-42	Concrete Sampling and Testing	3	Each	\$ 190.80	\$	572.40	12.00	\$ 2,289.60		\$ 2,289.60	400%	(1,717.20)	
CO3-1	6" Underdrain, Furnish & Install	787	LF	\$ 40.00	\$	31,480.00	787.00	\$ 31,480.00		\$ 31,480.00	100%	-	
CO3-2	6" x 6" Underdrain Tee	3	Each	\$ 150.00	\$	450.00	3.00	\$ 450.00		\$ 450.00	100%	-	
CO3-3	6" Underdrain Cap	4	Each	\$ 50.00	\$	200.00	4.00	\$ 200.00		\$ 200.00	100%	-	
CO3-4	6" Rodent Guard	3	Each	\$ 150.00	\$	450.00	3.00	\$ 450.00		\$ 450.00	100%	-	
CO3-5	Connect to Existing Storm Sewer Inlet	3	Each	\$ 2,289.00	\$	6,867.00	3.00	\$ 6,867.00		\$ 6,867.00	100%	-	
Change Order Totals										\$ 521,360.90		\$ 511,234.95	\$ 10,125.95

Original Contract and Change Orders		\$ 2,876,440.16	\$ 3,000,234.33	\$ 104%	\$ (123,794.17)
Project Totals	\$	2,876,440.16	\$	3,000,234.33	\$ (123,794.17)

Contractor's Application for Payment

Owner: <u>City of Beresford</u>	Owner's Project No.: _____	
Engineer: <u>Banner Associates Inc</u>	Engineer's Project No.: <u>24032.01</u>	
Contractor: <u>Musson Brothers, Inc.</u>	Contractor's Project No.: <u>924510</u>	
Project: <u>Beresford Sanitary Sewer Improvements - 2024</u>		
Contract: <u>Beresford Sanitary Sewer Improvements - 2024</u>		
Application No.: <u>8</u>	Application Date: <u>2/2/2026</u>	
Application Period: From <u>12/17/25</u>	to <u>1/1/2026</u>	

1. Original Contract Price	\$ 3,833,540.35
2. Net change by Change Orders	\$ 1,076,185.00
3. Current Contract Price (Line 1 + Line 2)	\$ 4,909,725.35
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,369,387.75
5. Retainage	
a. <u>10%</u> X <u>\$ 3,369,387.75</u> Work Completed	\$ 336,938.78
b. <u>10%</u> X <u>\$ -</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 336,938.78
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,032,448.97
7. Less previous payments (Line 6 from prior application)	\$ 2,999,210.89
8. Amount due this application	\$ 33,238.08
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 1,540,337.60

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Musson Bros Inc

Signature:  **Date:** 1/26/26

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Manager, Banner Associates, Inc.</u>	Title: _____
Date: <u>1/20/2026</u>	Date: _____

Approved by Funding Agency

By: _____

Title: _____

Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Beresford	Owner's Project No.:	
Engineer:	Banner Associates Inc	Engineer's Project No.:	24032.01
Contractor:	Musson Brothers, Inc.	Contractor's Project No.:	924510
Project:	Beresford Sanitary Sewer Improvements - 2024		
Contract:	Beresford Sanitary Sewer Improvements - 2024		

Application No.: 8 **Application Period:** From 12/17/25 to 01/01/26 **Application Date:** 02/02/26

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	Mobilization	1	LS	\$473,000.00	\$473,000.00	1.0	\$473,000.00	-	\$473,000.00	100%	\$0.00
2	Traffic Control Signs	314	SF	\$6.25	\$1,962.50	314.0	\$1,962.50	-	\$1,962.50	100%	\$0.00
3	Traffic Control, Miscellaneous	1	LS	\$75,000.00	\$75,000.00	0.90	\$67,500.00	-	\$67,500.00	90%	\$7,500.00
4	Type 2 Barricade	10	EACH	\$31.50	\$315.00	10.0	\$315.00	-	\$315.00	100%	\$0.00
5	Type 3 Barricade, 8' Double Sided	27	EACH	\$125.00	\$3,375.00	27.0	\$3,375.00	-	\$3,375.00	100%	\$0.00
6	Arrow Board (Sequential Chevron)	1	EACH	\$1,500.00	\$1,500.00		\$0.00	-	\$0.00	0%	\$1,500.00
7	Sweeping	28	HRS	\$315.00	\$8,820.00	23.0	\$7,245.00	-	\$7,245.00	82%	\$1,575.00
8	Clearing	1	LS	\$6,000.00	\$6,000.00	1.0	\$6,000.00	-	\$6,000.00	100%	\$0.00
9	Placing Contractor Furnished Topsoil	270	CY	\$42.00	\$11,340.00	130.6	\$5,485.20	-	\$5,485.20	48%	\$5,854.80
10	Seeding	79	LBS	\$36.25	\$2,863.75	109.4	\$3,965.75	-	\$3,965.75	138%	-\$1,102.00
11	Fertilizing	47	LBS	\$10.50	\$493.50	90.0	\$945.00	-	\$945.00	191%	-\$451.50
12	Hydro-Mulching	1	TON	\$3,000.00	\$3,000.00	0.7	\$2,100.00	-	\$2,100.00	70%	\$900.00
13	Inlet Protection	4	EACH	\$262.00	\$1,048.00	4.0	\$1,048.00	-	\$1,048.00	100%	\$0.00
14	Manhole Construction Plate Marker	4	EACH	\$315.00	\$1,260.00	4.0	\$1,260.00	-	\$1,260.00	100%	\$0.00
15	Clear and Grub Tree	2	EACH	\$1,000.00	\$2,000.00	2.0	\$2,000.00	-	\$2,000.00	100%	\$0.00
16	Remove Concrete Curb and Gutter	126	LF	\$11.00	\$1,386.00	104.0	\$1,144.00	-	\$1,144.00	83%	\$242.00
17	Remove Asphalt Concrete Pavement	1,648	SY	\$15.25	\$25,132.00	2,890.0	\$44,072.50	-	\$44,072.50	175%	-\$18,940.50
18	Remove PCC Pavement with Asphalt Overlay	343	SY	\$47.25	\$16,206.75	343.0	\$16,206.75	-	\$16,206.75	100%	\$0.00
19	Remove Concrete Approach Pavement	5.0	SY	\$55.00	\$275.00	5.2	\$286.00	-	\$286.00	104%	-\$11.00
20	Trench Stabilization Material	176	TON	\$25.25	\$4,444.00		\$0.00	-	\$0.00	0%	\$4,444.00
21	Imported Trench Backfill Material	170	TON	\$34.00	\$5,780.00		\$0.00	-	\$0.00	0%	\$5,780.00
22	Exploratory Excavation	8	HR	\$550.00	\$4,400.00	10.0	\$5,500.00	-	\$5,500.00	125%	-\$1,100.00
23	Unclassified Excavation	70	CY	\$45.00	\$3,150.00	70.0	\$3,150.00	-	\$3,150.00	100%	\$0.00
24	Compaction-Moisture/Density Testing	32	EACH	\$195.00	\$6,240.00	75	\$14,625.00	-	\$14,625.00	234%	-\$8,385.00
25	Remove Sanitary Sewer Manhole	18	EACH	\$1,300.00	\$23,400.00	10.0	\$13,000.00	-	\$13,000.00	56%	\$10,400.00
26	Remove and Abandon Water Service from Flushing Manhole	4	EACH	\$6.50	\$26.00	2.0	\$13.00	-	\$13.00	50%	\$13.00
27	4" Gravity Sewer Pipe	250	LF	\$141.00	\$35,250.00	67.0	\$9,447.00	-	\$9,447.00	27%	\$25,803.00
28	8" Gravity Sewer Pipe	786	LF	\$120.50	\$94,713.00	856.0	\$103,148.00	-	\$103,148.00	109%	-\$8,435.00
29	12" Gravity Sewer Pipe	11	LF	\$250.00	\$2,750.00	49.2	\$12,300.00	-	\$12,300.00	447%	-\$9,550.00
30	8" x 4" Sanitary Sewer Service Connection	33	EACH	\$1,315.00	\$43,395.00	14.0	\$18,410.00	-	\$18,410.00	42%	\$24,985.00
31	12" x 4" Sanitary Sewer Service Connection	2	EACH	\$1,750.00	\$3,500.00	7.0	\$12,250.00	-	\$12,250.00	350%	-\$8,750.00
32	48" Dia Sanitary Sewer Manhole	20	EACH	\$8,400.00	\$168,000.00	13.0	\$109,200.00	-	\$109,200.00	65%	\$58,800.00
33	Additional Vertical Feet of Manhole	42	VF	\$445.00	\$18,690.00	17.8	\$7,921.00	-	\$7,921.00	42%	\$10,769.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Beresford	Owner's Project No.:	
Engineer:	Banner Associates Inc	Engineer's Project No.:	24032.01
Contractor:	Musson Brothers, Inc.	Contractor's Project No.:	924510
Project:	Beresford Sanitary Sewer Improvements - 2024		
Contract:	Beresford Sanitary Sewer Improvements - 2024		

Application No.: 8 **Application Period:** From 12/17/25 to 01/01/26 **Application Date:** 02/02/26

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
34	Replace Manhole Frame and Cover	17	EACH	\$1,000.00	\$17,000.00	15.0	\$15,000.00	-	\$15,000.00	88%	\$2,000.00
35	Replace Adjusting Rings	53	IN	\$84.00	\$4,452.00	36.5	\$3,066.00	-	\$3,066.00	69%	\$1,386.00
36	Furnish and Install Manhole Chimney Seal	36	EACH	\$445.00	\$16,020.00	15.0	\$6,675.00	-	\$6,675.00	42%	\$9,345.00
37	Manhole Drop Structure Hardware	5	EACH	\$1,825.00	\$9,125.00	0.5	\$912.50	-	\$912.50	10%	\$8,212.50
38	Connect to Existing Sanitary Sewer Manhole	1	EACH	\$1,525.00	\$1,525.00	1.0	\$1,525.00	-	\$1,525.00	100%	\$0.00
39	Connect to Existing Sanitary Sewer Pipe	29	EACH	\$640.00	\$18,560.00	19.0	\$12,160.00	-	\$12,160.00	66%	\$6,400.00
40	Abandon Sanitary Sewer Manhole	1	EACH	\$1,590.00	\$1,590.00	1.0	\$1,590.00	-	\$1,590.00	100%	\$0.00
41	Abandon Sanitary Sewer Pipe	136	LF	\$22.00	\$2,992.00	136.0	\$2,992.00	-	\$2,992.00	100%	\$0.00
42	Sanitary Sewer Bypass Pumping 8"/10" Dia Main	39	EACH	\$315.00	\$12,285.00	51.0	\$16,065.00	-	\$16,065.00	131%	-\$3,780.00
43	Sanitary Sewer Bypass Pumping 12" Dia Main	16	EACH	\$315.00	\$5,040.00	2.0	\$630.00	-	\$630.00	13%	\$4,410.00
44	Concrete - Flowable Fill	5	CY	\$2,000.00	\$10,000.00		\$0.00	-	\$0.00	0%	\$10,000.00
45	Sanitary Sewer Clean and Televis	2,344	LF	\$3.30	\$7,735.20	2,331.0	\$7,692.30	-	\$7,692.30	99%	\$42.90
46	Lateral Clean and Televis	200	LF	\$20.00	\$4,000.00	120.0	\$2,400.00	-	\$2,400.00	60%	\$1,600.00
47	Lateral Clean, Televis, and Locate	1,900	LF	\$5.00	\$9,500.00		\$0.00	-	\$0.00	0%	\$9,500.00
48	Heavy Cleaning	50	HR	\$355.00	\$17,750.00	21.0	\$7,455.00	-	\$7,455.00	42%	\$10,295.00
49	Remove Protruding Tap	23	EACH	\$420.00	\$9,660.00	3.0	\$1,260.00	-	\$1,260.00	13%	\$8,400.00
50	Verify Active Service	93	EACH	\$155.00	\$14,415.00	26.0	\$4,030.00	-	\$4,030.00	28%	\$10,385.00
51	Sanitary Sewer Final Televis (8"-12")	25,935	LF	\$3.00	\$77,805.00		\$0.00	-	\$0.00	0%	\$77,805.00
52	Lateral Final Televis	1,975	LF	\$10.00	\$19,750.00	1,391.0	\$13,910.00	-	\$13,910.00	70%	\$5,840.00
53	Sanitary Sewer Chemical Grouting - Main	40	GAL	\$200.00	\$8,000.00	-	\$0.00	-	\$0.00	0%	\$8,000.00
54	Sanitary Sewer Chemical Grouting - Lateral	40	GAL	\$150.00	\$6,000.00	-	\$0.00	-	\$0.00	0%	\$6,000.00
55	8" Sanitary Sewer Main Cured In Place Pipe (CIPP)	23,653	LF	\$34.50	\$816,028.50	21,022.0	\$725,259.00	-	\$725,259.00	89%	\$90,769.50
56	10" Sanitary Sewer Main Cured In Place Pipe (CIPP)	395	LF	\$68.00	\$26,860.00	794.0	\$53,992.00	-	\$53,992.00	201%	-\$27,132.00
57	12" Sanitary Sewer Main Cured In Place Pipe (CIPP)	1,887	LF	\$55.00	\$103,785.00	743.0	\$40,865.00	-	\$40,865.00	39%	\$62,920.00
58	Lateral Lining Cleanout	100	EACH	\$600.00	\$60,000.00	2.0	\$1,200.00	-	\$1,200.00	2%	\$58,800.00
59	Frame and Cover for Lateral Cleanout	1	EACH	\$2,500.00	\$2,500.00	-	\$0.00	-	\$0.00	0%	\$2,500.00
60	Blind Lateral 5' CIPP Liner and Connection	295	EACH	\$3,000.00	\$885,000.00	279.0	\$837,000.00	-	\$837,000.00	95%	\$48,000.00
61	Lateral 5' CIPP Liner and Connection	100	EACH	\$2,700.00	\$270,000.00	-	\$0.00	-	\$0.00	0%	\$270,000.00
62	Blind Lateral CIPP Liner Additional Footage	500	LF	\$20.00	\$10,000.00	11.0	\$220.00	-	\$220.00	2%	\$9,780.00
63	Lateral CIPP Liner Additional Footage	500	LF	\$20.00	\$10,000.00	43.0	\$860.00	-	\$860.00	9%	\$9,140.00
64	Blind Lateral CIPP Cap	2	EACH	\$4,000.00	\$8,000.00		\$0.00	-	\$0.00	0%	\$8,000.00
65	Sanitary Sewer Pipe Point Repair	15	EACH	\$2,625.00	\$39,375.00	31.0	\$81,375.00	-	\$81,375.00	207%	-\$42,000.00
66	Sanitary Sewer Structure Chemical Grouting	60	GAL	\$260.00	\$15,600.00		\$0.00	-	\$0.00	0%	\$15,600.00
67	Remove Steps From Sanitary Sewer Structure	7	EACH	\$500.00	\$3,500.00		\$0.00	-	\$0.00	0%	\$3,500.00
68	Sanitary Sewer Structure Bench and Invert Reconstruction	8	EACH	\$1,900.00	\$15,200.00		\$0.00	-	\$0.00	0%	\$15,200.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Beresford	Owner's Project No.:	
Engineer:	Banner Associates Inc	Engineer's Project No.:	24032.01
Contractor:	Musson Brothers, Inc.	Contractor's Project No.:	924510
Project:	Beresford Sanitary Sewer Improvements - 2024		
Contract:	Beresford Sanitary Sewer Improvements - 2024		

Application No.: 8 Application Period: From 12/17/25 to 01/01/26 Application Date: 02/02/26

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
69	Patch Sanitary Sewer Structure	2	EACH	\$700.00	\$1,400.00		\$0.00	-	\$0.00	0%	\$1,400.00
70	Sanitary Sewer Structure Lining	111	VF	\$332.00	\$36,852.00		\$0.00	-	\$0.00	0%	\$36,852.00
71	Line Sanitary Sewer Structure Bench	13	EACH	\$725.00	\$9,425.00		\$0.00	-	\$0.00	0%	\$9,425.00
72	Adhesion Testing of Rehabilitated Sanitary Sewer Structure	3	EACH	\$1,600.00	\$4,800.00		\$0.00	-	\$0.00	0%	\$4,800.00
73	Sanitary Sewer Structure Liner Physical Property Test	3	EACH	\$600.00	\$1,800.00		\$0.00	-	\$0.00	0%	\$1,800.00
74	Aggregate Base Course	1,401	TON	\$42.00	\$58,842.00	1,326.6	\$55,717.20	-	\$55,717.20	95%	\$3,124.80
75	Geotextile Fabric	1,967	SY	\$4.45	\$8,753.15	2,945.0	\$13,105.25	-	\$13,105.25	150%	-\$4,352.10
76	Gravel Surfacing	43	SY	\$50.00	\$2,150.00		\$0.00	-	\$0.00	0%	\$2,150.00
77	Asphalt Concrete	617	TON	\$142.00	\$87,614.00	922.9	\$131,051.80	-	\$131,051.80	150%	-\$43,437.80
78	Asphalt Concrete Sampling and Testing	2	EACH	\$700.00	\$1,400.00		\$0.00	-	\$0.00	0%	\$1,400.00
79	Concrete Curb & Gutter	120	LF	\$57.00	\$6,840.00	104.0	\$5,928.00	-	\$5,928.00	87%	\$912.00
80	PCC Approach Pavement, 6" Thick	5	SY	\$140.00	\$700.00	5.2	\$728.00	-	\$728.00	104%	-\$28.00
81	Concrete Sampling and Testing	1	EACH	\$750.00	\$750.00	1.0	\$750.00	-	\$750.00	100%	\$0.00
82	4'x4' Manhole Casting Concrete Collar	31	EACH	\$755.00	\$23,405.00	27.0	\$20,385.00	-	\$20,385.00	87%	\$3,020.00
83	Scarify and Recompact Subgrade	347	SY	\$3.00	\$1,041.00	395.0	\$1,185.00	-	\$1,185.00	114%	-\$144.00
Original Contract Totals					\$3,833,540.35		\$3,013,858.75	\$0.00	\$3,013,858.75	79%	\$819,681.60

COMBINED ELECTION AGREEMENT

This agreement is entered into between Union County and Beresford City; both political subdivisions of the State of South Dakota, for the purpose of conducting a combined election as provided under the provisions of SDCL 7-10-5, 7-25A-11, and 12-2-5.

EFFECTIVE DATE: This agreement shall become effective on the date that all parties have signed the agreement.

PURPOSE: It is the purpose of this agreement for the parties to conduct their individually required elections in one combined election. The combined election will be held on June 2, 2026, which is the date of the regular primary election. Elections are being combined to save tax dollars on the cost of individually conducted elections and to encourage a better voter turnout for both entities.

COST SHARING: The parties to this agreement shall share the costs of the combined election as set forth herein.

- Each Government entity shall publish its own required notices, except where they may by law be jointly published. The cost of jointly published notices shall be shared proportionately by ballot issue and/or candidate.
- Salaries and expenses of election boards within the City shall be shared equally by the parties.
- Polling place rent within the City shall be shared equally by the parties. Polling place rents outside the City shall be borne by the county.
- The cost of jointly used material (ballots, poll books, etc.) will be shared equally. Each entity will pay the cost of its individually used materials and supplies.
- Data processing costs (setup, test run, ballot count) incurred shall be shared proportionately by ballot issue and/or candidate.

If parties of this agreement are not required to have an election, only those costs of the joint action, if any, to the point of withdrawal will be shared. The remainder of the election costs will be borne by the remaining entity conducting the election.

Union County will pay all costs associated with the election and the City agrees to reimburse the county for their share of the costs as determined in this agreement.

ABSENTEE BALLOTS: Absentee ballots shall be available at the office of the county auditor for voters who wish to vote absentee.

CANVASSING OF THE VOTE: Each entity shall canvass the votes of their election at the next meeting following the election. Poll books will be opened by the county canvass board, canvassed, resealed, and passed on to the City, which will canvass. After the completion of the final canvass the poll books will be returned to the county auditor's office.

The Union County Auditor and the City Finance Officer are hereby empowered and directed to cooperate in any manner that will accomplish the purpose and intent of this agreement to facilitate this election in the most efficient and economical manner.

ATTEST:

County Auditor, Union County

Chair, Union County Commission

Date: _____

Finance Officer, Beresford City

Mayor, Beresford City

Date: _____

JOINT AGREEMENT FOR COMBINED ELECTION

THIS AGREEMENT, to be made effective this ____ day of _____, 2026, by and between Lincoln County, South Dakota, hereinafter referred to as “Lincoln County” and the City of _____, South Dakota, hereinafter referred to as “City”.

WITNESSETH:

WHEREAS, pursuant to SDCL §9-13-37 a governing body of a municipality shall, in even-numbered years, hold the general municipal election in conjunction with the regular June Primary Election or the regular November General Election;

WHEREAS, the governing body of City has decided to hold its general municipal election in conjunction with the regular June primary election date;

WHEREAS, the expenses and governmental responsibilities of a combined election must be shared in a manner agreed upon by the City (Council or Commission) and the Lincoln County Board of Commissioners;

NOW THEREFORE, in compliance with South Dakota Laws, particularly SDCL §§9-13-37 and 12-2-6, City and Lincoln County do hereby agree to conduct a combined election as follows:

A. RESPONSIBILITIES OF THE PARTIES

1. The City shall provide to the Auditor, no later than sixty (60) days prior to any election for which this Agreement applies, a Certificate of Ballot certifying office, terms, spelling of candidate names and candidate order as they should appear on each ballot, including any applicable ballot question language.
2. The County shall publish the following Notices:
 - a. Notice of Voter Registration Deadline consistent with ARSD 5:02:04:04;
 - b. Notice of Election pursuant to SDCL §§ 9-13-13, 12-12-1, and ARSD 5:02:04:08 and Facsimile Ballot;
 - c. The cost of jointly published notices shall be shared proportionately by eligible voters within the shared precinct(s).
 - d. All other mandated publications shall be the responsibility of the City.
3. If necessary, salaries and expenses of additional precinct election workers within the City shall be shared proportionality by the Parties based upon the number of eligible voters therein, which shall include the school district(s) if applicable. The County and the school districts, if applicable, shall be responsible for the salaries and expenses of precinct election workers in the rural precincts within their respective jurisdictions.
4. Polling place rent within the City shall be shared proportionately by the Parties based upon the number of eligible voters therein, which shall include the school district(s), if applicable. The County and the school districts, if applicable, shall

be responsible for the rental costs in the rural precincts within their respective jurisdictions.

5. The cost of all jointly used materials (ballot stamps, ballots, poll books, etc.) will be shared proportionality among the applicable political subdivisions based upon the number of eligible voters within the precinct. Each entity shall pay the cost of its individually used materials and supplies.
6. Data processing costs for nonpolitical ballots including setup, test run, ballot count and e-poll book support shall be shared proportionately by the number of eligible voters within the precinct.
7. If any Party to this Agreement is not required to have an election on the regular June Primary Election or the regular November General Election such Party will not be required to pay any shared or proportional expenses of such election. The remainder of the election costs will be the responsibility of the remaining Party or Parties conducting an election.
8. All joint election materials shall be maintained and stored by the County Auditor as the officers in charge of the election. Nonfederal election materials may be destroyed within sixty (60) days following the election at which such ballots were voted, except if any recount or contest of such an election is pending. Costs of material destruction shall be the responsibility of each respective party. If materials of multiple parties are destroyed at the same time, then such costs shall be proportionate to the number of stored ballots.

B. ABSENTEE BALLOTS

1. The Lincoln County Auditor's Offices shall maintain an absentee polling locations at the Lincoln County Courthouse at 104 N Main St., Canton, South Dakota.
2. Absentee ballots shall be available at the County Auditor's Office, or by mail, for all eligible voters who wish to vote absentee in the election.
3. Costs of salaries, expenses, materials, and data processing shall be shared proportionately amongst the parties based upon the eligible voters within the shared precinct.

C. RECOUNTS

1. All recounts will be conducted and supervised by the Lincoln County Auditor's Office.
2. All costs associated with a recount election will be the responsibility of the political subdivision responsible for the recount election. In the event where multiple recounts are required for multiple political subdivisions, the cost shall be proportionate to the amount of ballots that are required to be recounted.

D. RUNOFF ELECTION

All runoff elections, all publication requirements therefore, and all expenses therefore, including, without limitation, all salaries and expenses of election workers shall be the responsibility of the City unless otherwise agreed upon by addendum to this Agreement.

E. CANVASSING OF THE VOTE

1. Each party shall be responsible for canvassing the votes of their respective election in accordance with South Dakota Law.
2. Each party is responsible for ensuring that the canvass of the votes is completed within the statutory timeframes required by law. The officer in charge of the election, with the assistance of a majority of the applicable governing board as the canvassing board, shall make the canvass of votes. Lincoln County shall ensure that all necessary elections materials be made available to the City; however, sealed election materials shall remain sealed absent court order, and such materials shall be retained by Lincoln County in accordance with federal and state law.

F. PAYMENT OF COSTS

1. Proportionate costs referenced in this Agreement shall be estimated by a percentage of total costs set forth by example in Exhibit A. The County Auditor shall provide an estimate of total cost in writing to the Municipal Clerk a minimum of thirty (30) business days prior to any election for which this Agreement applies. City costs exceeding the estimated costs set forth in Exhibit A by more than five percent (5%) shall require additional City approval. The City approval of such costs shall be provided in writing within fifteen (15) business days of the election. If additional funding is needed due to unforeseen circumstances, the County shall notify the City Clerk in writing of the excess costs prior to any services being performed and the City shall have the option to fund such excess costs, or the level of service may be limited by the County. The City agrees to pay the actual costs incurred.
2. The County agrees to pay all upfront costs associated with the election in accordance with the provisions of this Agreement. The City and any applicable school district shall reimburse the County for such costs as determined in this Agreement.
3. The County shall submit an invoice of reimbursable costs to the City within thirty (30) days following the state certification of election results.
4. The City shall submit payment to the County of such reimbursement costs no later than thirty (30) days after receipt of the invoice set forth above.

G. TERMINATION

Any Party may terminate this Agreement upon not less than ninety (90) days' written notice to the other Parties prior to any contemplated joint election. Upon notice of termination, this Agreement is null and void except as to any payment for any proportionate costs already incurred by the County.

H. INDEMNIFICATION

Each party agrees to defend, indemnify, and hold harmless the other from all any and all claims or liabilities, arising from or in any way related to the negligence or intentional acts of any employee or agent of that party.

I. JURISDICTION AND VENUE

This Agreement is governed by the laws of the State of South Dakota. Jurisdiction and venue of any legal proceeding(s) involving the Parties in connection with this Agreement shall lie exclusively with the state courts or federal courts located within the South Dakota Second Judicial Circuit.

J. SEVERABILITY

If any provision in this Agreement is held to be illegal, invalid, or unenforceable in full or in part, for any reason, by any court of competent jurisdiction, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid, and enforceable. The illegality, invalidity, or unenforceability of any such provision shall in no way affect any other provisions in this Agreement, provided that the illegality, invalidity, or unenforceability of any such provision does not materially prejudice either Party with regard to the respective rights and obligations of each Party contained in the valid terms and conditions of this Agreement.

K. ENTIRE AGREEMENT

This Agreement, including any exhibits attached hereto, contains and embodies the entire understanding and agreement between the Parties and supersedes and replaces any and all prior understandings and agreements, written or oral, expressed or implied, relating to this Agreement.

L. TIME IS OF THE ESSENCE

It is mutually agreed by the Parties that time is of the essence in the performance of the terms and conditions to be kept and performed under this Agreement.

(Signatures appear on following pages)

IN WITNESS WHEREOF, the City of _____ has executed this Agreement on
this _____ day of _____ 2026.

CITY OF _____

By: _____
, Mayor

Attest

By: _____

IN WITNESS WHEREOF, the Lincoln County Board of County Commissioners has executed this Agreement on this _____ day of _____ 2026.

LINCOLN COUNTY

By: _____
Tiffani Landeen, Chair

Attest

By: _____
Sheri Lund, Auditor (Deputy)

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

Gas Cart Rental 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

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

**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

Adopted: February 2, 2026
Published: February 12, 2026
Effective: March 1, 2026

**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

Adopted:
Published:
Effective:

**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

Adopted:
Published:
Effective:

This document prepared by:
Frieberg, Nelson & Ask, L.L.P.
115 N. 3rd Street, P.O. Box 511
Beresford, SD 57004-0511
(605) 763-2107

**BAK HOUSING DEVELOPMENT DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

This declaration is made on this _____ day of _____, 2026, by CITY OF BERESORD, a South Dakota home rule city with its principal office located at 101 S. 3rd Street, Beresford, South Dakota, hereinafter referred to as "CITY"; and

WHEREAS, CITY is the owner of the real property located in the City of Beresford, Lincoln County, South Dakota, legally described as follows, to-wit:

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; Lots 1-7 in Block 7; all of Bak First Addition an Addition to the City of Beresford, Lincoln County, South Dakota, according to the recorded plat thereof; and

WHEREAS, the above-described property was previously platted in Book 18 of Plats, Page 178 in the office of the Lincoln County Register of Deeds; and

WHEREAS, CITY as owner of all lots affected by these covenants and owner of all of the current lots of record desires to declare covenants with respect to the property described herein and any amendments to the platted lots;

WHEREAS, CITY intends to transfer lots for sale by Beresford Economic Development Corporation (BEDCO) which shall sell residential lots to be located within the above-described tracts of property to be known as Bak Housing Addition; and

WHEREAS, the plat of the individual lots will identify certain utility easements to be retained by the City of Beresford and other public utility providers for purposes of installing water, sewer, electric, telephone, cable television, natural gas and other utilities which will run with and be permanent easements in and to the lots as identified on the plat; and

WHEREAS, certain lots will be identified in these restrictive covenants and be restricted in their use so that they will only be used for the construction of twin homes as more fully detailed herein; and

WHEREAS, it is the intention of these restrictive covenants to establish the covenants, conditions, restrictions, reservations, easements, charges and limitations which shall be deemed to run with the land, for the owners of all lots described herein and the owners, successors in interest or title, and assigns;

NOW, THEREFORE, CITY declares that the real property located in the City of Beresford, Lincoln County, South Dakota, and legally described as follows, to-wit:

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; Lots 1-7 in Block 7; all of Bak First Addition an Addition to the City of Beresford, Lincoln County, South Dakota, according to the recorded plat thereof; and

shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any right, title or interest in the described properties or a part thereof, together with their heirs,

successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1
DEFINITIONS

The following words when used in this declaration or any supplemental declaration, unless the context shall otherwise state, shall have the following meanings:

A. "Bak Housing Addition" shall mean and refer to those lots described hereinabove in these declarations, and any additional lots, which may become subject to this declaration. The Bak Housing Addition may also be referred to herein as the "Property" or the "Development".

B. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential lot or twin home lot and unit which is part of the property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

C. "Lot" shall mean and refer to as any tract, parcel or plat of land showing upon any recorded subdivision map of the property.

D. "Developer" shall mean and refer to the City of Beresford (CITY) and Beresford Economic Development Corporation (BEDCO).

E. "Unit" shall mean and refer to a house and attached garage constructed upon the lots within the addition intended for use and occupancy as a residence for a single family.

F. "Dwelling Unit" shall mean the occupied portion of the unit which excludes the garage.

ARTICLE 2
TWIN HOME LOTS

The following lots shall be restricted in their use so that they are only available for the construction of a twin home with a common wall as more fully set forth in Article 3 herein. Twin

homes only shall be constructed on the following lots in Block 1 of Bak Addition:

- Lots 1 and 2
- Lots 3 and 4
- Lots 5 and 6
- Lots 7 and 8
- Lots 9 and 10
- Lots 11 and 12
- Lots 13 and 14

Owners of all of the above-described lots which are restricted for construction of a twin home may form a Homeowner's Association but understand and agree that CITY and BEDCO are not responsible for the formation or organization of a Homeowner's Association.

**ARTICLE 3
ADDITIONAL PLATTING**

The developer shall have the right, without obtaining the consent of the owners, to bring within the scheme of the Bak Housing Addition and this declaration additional real property which will be described in additional plats to be recorded. Such additional plats and declarations may contain certain modifications and complementary additions to reflect the different character, if any, of the additional property which will become a part of the addition. These covenants shall be binding and enforceable for any replatted lots if replatting occurs.

**ARTICLE 4
EASEMENTS OF RECORD**

A. The platting of the residential lots on the subdivision shall contain easements which are hereby reserved to the City of Beresford and any other public utility provider for the purposes of ingress or egress and for the installation, replacement, repair and maintenance of any utilities installed as part of the subdivision. Easement areas reserved by the City of Beresford as shown on the recorded plats are hereby dedicated to those utilities and entities that provide the various

services necessary to develop the property, including, but not limited to the following utilities; water, sanitary sewer, electricity, natural gas, telephone, cable television, storm sewers, surface drainage, streetlights, and any other public utility.

B. Maintenance of Easement Areas. The owner of a lot shall maintain the easement area located upon their lot, except for those improvements for which public utility or public authority is responsible. No structures, plantings or other materials may be placed or permitted to remain or interfere with the dedicated easement areas. Any such plantings or other materials which interfere with the easement areas shall be removed upon notice from any utility provider and owner shall not be entitled to any claim for damages in the event plantings or other materials are placed on the easement area and damaged as a result of repairs which are deemed necessary for the utilities placed in the easement area.

ARTICLE 5 BUILDING LOCATION

All buildings to be erected on the property shall be in accordance with and comply with all setback requirements of the City of Beresford which are in effect at the time of the application for a building permit.

ARTICLE 6 COMMENCEMENT AND COMPLETION OF CONSTRUCTION

After an owner has commenced construction of a single-family residence or twin home upon any lot, the construction shall be completed within 12 months after the start date of construction. For twin home dwellings, the construction of the exterior of any twin home, which is not being constructed for immediate occupancy, shall be finished with all roofing, siding, doors, concrete, sidewalks and landscaping, even if the interior is not completed, within 12 months after the start date of construction.

If construction does not commence within 12 months of purchase, BEDCO, as seller, shall have the right to re-purchase the lot from the then owner. The re-purchase price shall be the sale price less 25% with all other terms and conditions

regarding closing costs and fees associated with the original sale to apply.

ARTICLE 7
HOUSING RESTRICTIONS AND SPECIFICATIONS

Although the property is zoned R-2, Multi-family, all dwellings constructed on the property shall be either single family or twin home structures and shall conform with the following minimum size requirement and other restrictions:

- (a) Single-level single-family structures shall be constructed with a fully enclosed surface level area of not less than 925 sq. ft. per unit.
- (b) Single level twin home structures shall be constructed with a fully enclosed surface level area of not less than 925 sq. ft. per unit.
- (c) Two level or multi-level structures shall be constructed with a fully enclosed surface level area of not less than 925 sq. ft.
- (d) All units shall have a fully enclosed garage of not less than two spaces to serve the residence.
- (e) The siding on twin home units shall be matching on both units. All homes constructed on the property shall have siding materials consisting of natural wood, brick, stucco, natural stone, vinyl, textured hardboard (lap application) or oriented strand board (lap application). No plywood, hardboard or oriented strand board siding in the form of sheets or panels shall be used as siding.
- (f) The roof covering on each unit of a twin home shall be matching. All structures on the property shall have roofs covered with cedar shingles, cedar shakes, clay tile, asphalt shingles, raised steel panel without exposed fasteners or fiberglass shingles. Rooflines shall have a minimum slope of 4:12.

ARTICLE 8
RESTRICTIVE COVENANTS

1. Dollar Limit on Construction. No building permit shall be issued if the price of the home, including lot, is not at or below the first-time homebuyer purchase price limit being used by the South Dakota Housing Development Authority as of the date of the permit application.

2. Residential Use Only. No lot shall be used except for residential purposes exclusively. No in-home businesses shall be allowed.

3. Outbuildings. Outbuildings shall only be permitted if in compliance with current zoning regulations in place for the City of Beresford.

4. Temporary Structures. No temporary structure of any character, or trailer shall be placed on any lot at any time within the Bak Housing Addition.

5. Fences. Fences shall not be permitted on the front yards of any lot in Bak Housing Addition. No privacy fences exceeding 6 feet in height shall be permitted on the property. Fencing shall only enclose the rear yards and side yards as far forward as the back wall of the garage. Each lot owner is responsible for an adequate gate for lawn care equipment to enter for maintenance in the event a fence is constructed.

6. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that in each dwelling unit a total of two adult dogs and/or cats may be kept. Dogs shall remain leashed and under the control of a responsible person at all times when outside the main structure of the residence. No more than one adult dog may be kept in a kennel as described within this paragraph. No kennels may be located on Lots 1 - 14 of Block 1. Any dog housed in a kennel must be in a kennel attached to the main structure which has a concrete floor. All kennels shall be regularly cleaned and maintained. If the kennel is visible from another lot, it shall be shielded from view by a cedar fence which shall be no less than five feet in height.

7. Nuisances. No illegal, noxious or offensive trade or activity as defined by South Dakota law or Beresford municipal ordinances shall be carried on or upon any lot in the Bak Housing Addition, nor shall anything be done which may be or might become an annoyance or nuisance, as defined by South Dakota law or Beresford municipal ordinances, to the neighborhood or individuals or entities residing in or owning a lot herein.

8. Vacant Lots. Owners of vacant lots must keep and maintain those lots in a neat and clear appearance. The lots shall not be used for storage of vehicles, equipment, recreational vehicles or other items and shall remain free from debris or rubbish. Vacant lots shall be regularly mowed and the grass and/or weeds thereon shall not be permitted to grow higher than 6 inches. Weeds shall be sprayed at least annually. Failure to comply with this provision will permit the City of Beresford to cause the same to be mowed and the lot owner shall be responsible for all such mowing costs. Three days written notice shall be given to the owner of a violation of this covenant prior to the City of Beresford undertaking the mowing.

9. Propane Tanks. No aboveground or underground propane tanks shall be permitted on any lot on the property. This provision shall not apply to propane tanks 25 pounds or smaller and used for outdoor grills or heaters.

10. Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than six square feet advertising a residence for sale. Signs for elections may not be displayed more than sixty (60) days prior to the election and shall be removed within three (3) days after the election.

11. Grade of Lot. The grade of lots shall not be altered or changed without the prior written approval of BEDCO.

12. Removal or addition of soil. No soil shall be removed from or added to any lot in the addition without obtaining the prior written approval of BEDCO.

13. Satellite Dishes. Only satellite dishes of two feet in diameter or less may be located on the property and no

satellite dish may be located in the rear yard or in the side yard of any lot within the addition.

14. Recreational Vehicles. Between October 31 and April 1 no recreational vehicles, campers, trailers or boats shall be parked on any lot within the addition unless garaged or on a hard surface. If on hard surface, the item shall not be parked in an area closer to the street than the portion of the house or garage that is closest to the street. No guest's or invitee's recreational vehicle, camper, trailer or boat be parked on a lot within the Addition. RV's, campers, trailers or boats may not be parked on any street in the Addition for more than seventy-two (72) hours between April 1 and October 31 nor at any time between November 1 and March 31.

15. Abandoned Vehicles. No abandoned, junked or non-used vehicles or trailers shall be kept or stored on any lot within the addition.

16. Lights. No owner shall install or maintain any spotlights, flood lights or other lighting that interferes with the enjoyment of the adjoining or neighboring lots.

17. Pools. No above-grade pools shall be allowed and no other pools shall be allowed unless fencing is installed which satisfies the terms of this declaration and all local ordinances.

18. Sidewalks and Driveways. All residences constructed on the property shall have sidewalks in conformance with the building standards for construction of sidewalks implemented by the City of Beresford, currently 4 feet in width. All driveways constructed on any lot on the property shall be of poured concrete. Sidewalks must be poured separately from and continue through driveways.

19. Trees. No trees may be planted in easement areas. No ash or elm trees may be planted on any property.

ARTICLE 10
GENERAL PROVISIONS

1. Term. This declaration and all restrictions herein shall be binding on all owners and shall run with the land and continue as such for forty (40) years from the date of this declaration being recorded in the office of the Lincoln County Register of Deeds.

2. Amendment. This declaration may only be amended or terminated by recording an amendment or termination signed by at least seventy-five percent (75%) of the then record owners of the property within the development and recording said amendment or termination with the Lincoln County Register of Deeds.

3. Enforcement. This declaration and its restrictions may be enforced by the developer or any owner. The person seeking to enforce this declaration and its restrictions shall be entitled to bring an action at law or in equity and to obtain injunctive relief, specific performance and/or damages including, but not limited to, reasonable attorney's fees. This declaration shall be construed in accordance with the laws of the State of South Dakota.

4. Severability. In the event that any one of these covenants, conditions or restrictions is deemed invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect notwithstanding such partial invalidity as decreed by a court.

Dated this _____ day of January, 2026.

CITY OF BERESFORD

BY: _____
Its Mayor

ATTEST:

Finance Officer

SEAL

State of South Dakota)
 :SS
County of Union)

On this the _____ day of January, 2026, before me, the undersigned officer, personally appeared Eli Seeley and Elaine Johnson, who acknowledged themselves to be the Mayor and Finance Officer of the City of Beresford, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Beresford by themselves as Mayor and Finance Officer.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____