

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

[1] – Pledge of Allegiance

[2] – Call to Order & Roll Call

[3] – Adopt Agenda

[4] – Approve Minutes – July 20, 2026

[5] – Visitors to Be Heard-

[6] – Committee and Mayor Report

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

- Elaine Johnson, Finance Officer
 - 2025 Fiscal Year Acceptance from SD Dept. of Legislative Audit
- Jason Anderson, City Administrator
 - Expanded Bike Trail
 -

[8] – Consent Agenda Items

[9] – Old Business

[10] – New Business

- Set Industrial Lot Sale Prices
- Change Order #3 from Musson Brothers Inc., Sanitary Sewer Improvements, CIIP, \$4,000.00

[11] – Discussion and Information Items

- Proposed updates to City Ordinance 5.0303 Discharging Weapons
- Solid Waste Hauling Contract Expiration

[12] – Payment of Bills

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

[13] – 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 attend the meeting via Zoom, please follow the instructions below.

Topic: Beresford City Council Meeting

Time: August 3, 2026, 7:00 PM Central Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 84 101 57004

Passcode: Beresford

Dial by your location

+1-253-205-0468 US

BERESFORD CITY COUNCIL
Monday July 20, 2026

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

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

Members Absent: BHS Representative Isabelle Beeson

Also Present: Finance Officer Elaine Johnson, City Administrator Jason Anderson, City Attorney Tom Frieberg, Gun Club representatives Frank Denton & Jim Vennard, Public Works, Jeff Heidebrecht, SD Dist. House 16 candidate, Tim Rhead, Banner Associates, Pat Carey.

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

Approve Minutes: A motion made by Tiedeman, seconded by Rohrer, to approve July 6, 2026, meeting minutes. All present Council members voted aye; motion carried.

Visitors to Be Heard:

Tim Rhead, District 16 House Candidate: Mr. Rhead introduced himself to the Mayor and Council and announced his candidacy for the SD House District 16 seat. A recently retired Alcester-Hudson High School Superintendent, he noted his background in education and his support for rural health care and fire departments. Rhead plans to visit with community members soon to introduce himself.

Committee and Mayor Report

Mayor Seeley: Mayor Eli Seeley reported that the State 12U Baseball Tournament held over the weekend was successful. He thanked Matt Storo, Rob Sayles, Conner Buum, the Parks Department, and all volunteers for their efforts. Beresford will host the 10U Baseball Tournament the following weekend.

Parks Committee: Committee member Tiedeman discussed activity at the Gun Club during the 12U State Baseball Tournament. Gun Club President Frank Denton was asked whether member communication and temporary signage could be provided until permanent signage is installed. Attorney Frieberg, with assistance from the Gun Club, will draft an ordinance for the range rules and present it at a future meeting.

Department Head, City Administrator and Engineering Reports

Pat Carey, Banner Associates

CIPP Sewer Project Update: Carey reported that Musson Brothers is awaiting a quote from Hulstein, a subcontractor, to continue point repairs before final lining can happen. He estimated work would resume in Beresford during the first week of August. Council asked about the repair in the 200 block of West Elm near the Elementary School and its timing with the start of school. Carey said he hoped the block could be handled prior to school starting and if not, the work could likely be scheduled for a weekend to accommodate school traffic.

Expanded Bike Trail: Carey questioned if the Council would like Banner Associates to use an existing aerial footage of the proposed expanded bike trail for recommendations of an 8- or 10-foot-wide path. It

appears the path has streetlights in place. Staff were asked to contact a street striping company to inquire if engineers' recommendations need to be considered.

Elaine Johnson, Finance Officer

June Financial Report: Finance Officer Johnson highlighted some atypical expenditures and receipts for June. Following brief discussion, a motion was made by Bickett, seconded by Antonson, to approve the June 2026 financial reports as presented. All present Council members voted aye; motion passed.

Jason Anderson, City Administrator

12U State Baseball Tournament: City Administrator Anderson, repeated the mayors thanks to the volunteers who made the tournament a success. He also highlighted the work of Parks Department to get the ballfields and grounds ready for the tournament.

North 3rd Street Asphalt: Anderson also thanked the Public Works and Electric Departments for their hard work paving 3rd Street, ensuring it was ready before the tournament. By completing the work with city staff rather than a contractor initial estimate are around \$40,000 saved.

Old Fashion Weekend: Anderson reminded the Council and citizens that on Thursday July 30th Beresford Municipal Power and Beresford Telecom will be sponsoring the community cookout and outdoor movie. The events will be happening on the south side of the City Hall with the meal starting at 5:30 p.m. and movie The Little Rascals set to start at 7:30 p.m. in the library grass area.

Consent Agenda Items

A motion was made by Rohrer, second by Bullis to approve the following Consent Agenda items: Step Pay Increase for Telephone Tech I, Marcus Cooper, to \$27.75/hr. effective 7/24/2026 and Pay Request #12 from Metro Construction, Inc., Bak Residential Development, \$14,001.40. All present Council Members voted, aye, motion carried.

New Business

Acceptance of Resource Conservation & Grant: A motion was made by Tiedeman, seconded by Bullis to approve acceptance of the Resource Conservation and \$5000 grant. City Administrator and Finance Officer were given approval to complete required documentation. All present Council Members voted aye; motion carried.

Request from D.A.D.S repair for Street Closure: A motion was made by Tiedeman, seconded by Bickett to approve the request from D.A.D.S to close North 16th Street from West Spruce Street to West Main Street for his annual car show on Saturday August 1st from 7 a.m. – 6 p.m. All present Council members voted aye; motion carried.

SD Governor's House Daycare Purchase Agreement: A motion was made by Tiedeman, seconded by Rohrer, to approve a \$1,000 deposit for the SD Governor's House Daycare Purchase Agreement. All present Council members voted aye; motion carried.

Discussion and Information Items

July 28th Runoff Election Information: Council was reminded of the runoff election on July 28th. Union County residents will vote at the Elementary School and Lincoln County at the Beresford Public Library.

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

A&B Business Inc., service contracts, \$140.97; Aaron's Pro Window Clean, service, \$75.00; Amazon Capital Services, office supplies, \$170.87; Banner Associates, engineering, \$2,390.00; Beal Distributing, beer, \$1,309.40; Big 10, affiliate fees, \$49.99; Border States Electric Supply, supplies, \$23.10; Chesterman Company, resale, \$930.40; City of SF Public Works, tipping fees, \$6,414.24; Combined Building Specialties, battery,

\$490.00; Communication Network Engineer, software assistance, \$337.88; Consortia, consulting fees, \$4,200.00; Core & Main LP, supplies, \$399.29; Dakota Beverage, beer, \$1,143.70; DEMCO, office supplies, \$205.30; DKOI, Inc., 5x8 Event Screen Sign Rent OFW, \$220.00; Springfield Electric Supply, supplies, \$777.59; Eide Bailly LLP, Office 365, \$297.22; Express Communications, CBOL settlements, \$704.31; FanDuel Sports Network, affiliate fees, \$743.58; Frieberg, Nelson & Ask LLP, retainer, \$2,000.00; Cengage Learning Inc, books, \$115.20; Grainger, supplies, \$130.72; GT Golf Supplies, golf merchandise, \$27.39; Hawkins, Inc, pool chemicals, \$1,737.65; Heartland Payment Systems, credit card fees, \$2,794.20; HenkinSchultz, Inc., creative development, \$13,707.50; Hillyard, supplies, \$181.24; Ingram Library Services, books, \$201.51; Interstate TRS, relay services, \$349.42; Johnsen Heating & Cooling, service, \$799.59; Johnson Brothers Famous Brands, liquor, \$365.18; KCL Group Benefits, insurance, \$120.95; Don Keitz, 2026 fireworks shooter, \$500.00; Knife River Midwest, asphalt, \$31,695.75; Koth Electric, service, \$855.75; Lawson Products, operating supplies, \$109.16; Locators & Supplies, flags, \$141.41; Wyatt or Kayla Lunning, refund, \$50.00; Menards, portable A/C, \$323.98; Michael Todd & Company, parking signs, \$143.34; Musson Brothers, sanitary sewer replacement, \$56,838.78; New Century Press, publishing's, \$69.06; Nexstar Broadcasting, affiliate fees \$2,617.42; Northern Plains Lumber, supplies, \$68.92; O'Reilly Automotive, battery, \$194.47; Olson's Pest Technicians, service, \$366.00; Overdrive, eBooks/audiobooks, \$42.66; Performance Foodservice, food, \$2,653.87; Plains Power & Turf, (2) Scag Turf Tiger II STTII, \$28,569.88; Rock Valley Precast, median dividers, \$3,240.00; Roo's Sanitation, disposal service, \$11,596.67; SD Public Utilities Commission, gross receipts tax, \$280.91; SD State Treasurer, telecommunication relay service, \$15.50; SD Telecommunications Assoc, membership, \$3,483.66; SDN Communications, Internet access, \$1,869.83; Eli Seeley, reimbursement, \$745.95; Showtime Networks, affiliate fees, \$53.46; Simplot Grower Solutions, chemicals, \$2,940.00; Sioux Falls Humane Society, animal care, \$62.00; Siteone Landscape Supply, supplies, \$2,873.11; Southern Glazer's of SD, liquor, \$120.20; SS Graphics LLC, signs, \$900.00; Stuart C Irby, supplies, \$101.20; The Tessman Co, ballfield paint, \$254.70; The Fillin' Station, tire repair, \$266.50; Transource, supplies, \$316.98; Tri-State Ready Mix, concrete, \$640.00; U.S. Kids Golf, golf merchandise, \$226.13; USAC, schools & libraries, \$1,637.58; Utilismart Corporation, service, \$1,541.50; Vantage Point, CALEA, \$160.00; Verizon, cell phone service, \$1,498.05; Unemployment Ins Div of SD, insurance, \$294.60; Washington National, insurance, \$84.30; Wellmark BC/BS of SD, health insurance, \$41,959.11; Wells Fargo, credit card charges, \$7,167.35; Wholesale Supply Company, resale, \$212.35; Zimco Supply Co, herbicide, \$405.00.

July 2026 Payroll Totals:

Finance \$6,968.00; Govt Bldg \$167.08; Police \$34,629.62; Street \$17,828.73; Parks \$14,513.87; Water \$9,104.10; Electric \$30,174.03; Sewer \$9,567.06; Telephone \$29,563.98; Rubble/Recycling \$2,488.95; City Council \$7,775.00; Planning & Zoning \$12,618.41; Library \$12,618.41; Swimming Pool \$27,084.13; City Admin \$9,944.00; Golf Course \$10,226.57; Clubhouse \$21,187.76.

Executive Session: At 8:02 p.m. a motion was made by Tiedeman, seconded by Bullis to enter into Executive Session to discuss personnel matters SDCL 1-25-2(1), marketing SDCL 1-25-2(5) and legal SDCL 1-23-2(3). All present Council members voted aye; motion carried. Mayor Seeley declared Council out of Executive Session at 8:37 p.m. No action taken.

Adjournment: Having no further business, Mayor Seeley adjourned the meeting at 8:38 p.m.

Elaine Johnson, Finance Officer
Recorded by Tony Harris



427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE, SD 57501-5070
(605) 773-3595

RUSSELL A. OLSON
AUDITOR GENERAL

July 10, 2026

Elaine Johnson, Finance Officer
City of Beresford
101 North Third Street
Beresford, SD 57004

We have reviewed and accepted your audit report on the:

City of Beresford
(For the Year Ended December 31, 2025)

Our review was limited to the report and did not include a review of the working papers. Our limited review does NOT constitute a pre-issuance review.

It is our understanding that the Beresford Republic is the official newspaper for the City of Beresford. If this is not the case, please inform me of the name of the current official newspaper.

Please present a copy of this letter to the governing board to indicate our acceptance of the audit report.

Yours very truly,

Russell A. Olson
Auditor General

RAO:sld

cc: ELO Prof. LLC
Certified Public Accountants
PO Box 249
Mitchell, SD 57301

CHANGE ORDER NO.: 03

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.:
 Project: Beresford Sanitary Sewer Improvements – 2024
 Contract Name: Beresford Sanitary Sewer Improvements - 2024
 Date Issued: 7/30/26 Effective Date of Change Order: 8/3/26
 The Contract is modified as follows upon execution of this Change Order:

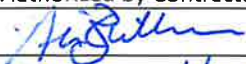
Description:

It was discovered during televising the 12-inch diameter sanitary sewer main on N 8th St from Hwy 46 to NW Maple Street reduced to a 10-inch pipe 115-ft north of the manhole. The CIPP liner will need to be constructed with a transition to accommodate this size change. There is an additional cost to construct and install this liner. The sewer segment is between manhole 92 to manhole 91.

Attachments:

Email from Musson confirming price of transition liner.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 3,833,540.35		Substantial Completion:	November 14, 2025
		Ready for final payment:	December 12, 2025
[Increase] [Decrease] from previously approved Change Orders No. 1 and 2(pending):		[Increase] [Decrease] from previously approved Change Orders No.1 to No. 2:	
\$ 1,076,185.00		Substantial Completion:	May 18, 2026
		Ready for final payment:	June 15, 2026
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 4,909,725.35		Substantial Completion:	May 18, 2026
		Ready for final payment:	June 15, 2026
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 4,000.00		Substantial Completion:	
		Ready for final payment:	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 4,913,725.35		Substantial Completion:	May 18, 2026
		Ready for final payment:	June 15, 2026

Recommended by Engineer (if required) By: <u></u> Title: <u>Project Manager Banner Associates, Inc.</u> Date: <u>7/30/26</u> Authorized by Contractor By: <u></u> Title: <u>Division Manager</u> Date: <u>7/31/26</u>	Authorized by Owner _____ _____ _____ Approved by Funding Agency (if applicable) _____ _____ _____
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EJCDC® C-941, Change Order.

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Scot Leddy

From: Dave Wisniewski <dwisniewski@mussonbrothers.com>
Sent: Thursday, July 30, 2026 3:25 PM
To: Scot Leddy
Cc: Nick Zillman; Jake Sikma; Pat Carey
Subject: Re: schedule - Beresford CIPP 24032.01 - FW: CIPP Update

Scot, thanks for the response, that's correct \$4,000.00 was the price of the transition itself, plus the original unit price for however much 10" and 12" remains in that segment.

Dave Wisniewski

MBI Pipelining
[\(414\) 403-0337](tel:(414)403-0337)

From: Scot Leddy <scotl@bannerassociates.com>
Sent: Thursday, 30 July 2026 13:45:38
To: Dave Wisniewski <dwisniewski@mussonbrothers.com>
Cc: Nick Zillman <nzillman@mussonbrothers.com>; Jake Sikma <jsikma@mussonbrothers.com>; Pat Carey <patc@bannerassociates.com>
Subject: RE: schedule - Beresford CIPP 24032.01 - FW: CIPP Update

CAUTION: This email originated from outside of Musson Brothers. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have any doubts about the authenticity of this message, please contact the IT department immediately.

Hi Dave,

Thanks for the update.

RE: 10x12 (not 10x8) transition liner for segment MH92 to MH 91.

We can try getting the transition liner through city council this coming Monday in a Change Order. Can you confirm the price - \$4,000 was listed on Jake's 5/8 email. See screenshot below.

Would someone be able to sign and return the CO this afternoon?

Thanks

Scot

CHAPTER 5.03 – FIREWORKS AND FIREARMS

5.0301 Definitions. The following words, terms and phrases when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

1. Automatic Firearm: Any firearm that is capable of firing more than one shot automatically, without manual reloading, by a single function of the trigger. This term includes any firearm that meets the definition of a “machine gun” under 26 U.S.C. § 5845(b).
2. Semi-Automatic Firearm: Any firearm that, after the discharge of a single cartridge, automatically chambers the next round and requires a separate function of the trigger to fire each subsequent round.
3. Special Event: Any organized activity, tournament, festival, celebration, concert, athletic competition, fair, or other event that is open to and expected to attract members of the public.

5.0302 Discharge of Fireworks Prohibited Without Permit. It shall be unlawful for any person to shoot, discharge or explode, or cause to be shot, discharged or exploded, any firecrackers, sky rockets, bottle rockets, blank cartridges, fireworks, or other explosives used for fireworks or fireworks display, in the City of Beresford. Nothing in this section shall prohibit the use of a public display of fireworks in the City, provided that any person responsible for such public display shall, prior thereto, receive a permit from the City Council.

Exception: Unless suspended by the City Council, it shall be lawful for a person to discharge fireworks between the dates of July 3rd and July 5th of each year, between the hours of 11:00 a.m. to 11:00 p.m.

5.0303 Discharging Weapons. No person shall discharge any pistol, gun, revolver, or other firearm, or any bow and arrow, or any device capable of firing a projectile either by air or compressed gas or any other means which would likely cause injury to any person, or discharge any dangerous weapon with the city limits.

The following uses are exempt from this section:

1. **Proper** use of weapons in a licensed shooting range, however, the City Council may, by resolution, temporarily prohibit or restrict the discharge of automatic or semi-automatic firearms at any licensed shooting range located on City owned property whenever the Council determines that such restrictions are reasonably

necessary to protect the public health, safety, or welfare during a special event. The resolution shall specify the dates, times, and scope of the restriction.

- a. The City shall post signage at the shooting range providing notice of any restrictions adopted pursuant to this section. Such signage shall be posted in a conspicuous location and shall identify the prohibited or restricted activities and the dates and times during which the restriction applies.
2. Use by law enforcement or animal control officers in the discharge of their official duties, or to persons who are authorized by the Chief of Police.
3. Use by persons engaged in instructional courses using air guns, BB guns, or bows and arrows if the course has obtained a permit from the Chief of Police, is conducted by a certified instructor, is covered by adequate liability insurance, and has been approved by the supervising unit if conducted on City property. The Chief of Police may establish conditions for granting a permit to protect the health, safety, and well-being of the general public.
4. The owner or inhabitant of a parcel of real estate within the City of Beresford may use air guns or BB guns to control predators or pests on such property, provided all such activities comply with South Dakota Statute.
5. Use of any air guns, BB guns or bow and arrow to shoot at an object, such as a padded disk with a marked surface, or other objects such as cans, woods, , debris or the like, for the purpose of testing a person's skill or accuracy in the use of an air gun, BB gun, bow and arrow, or other weapon or device

It shall be a defense to a charge of violation of this section that a person was engaged in lawful self defense, as set forth in SDCL 22-5-1, SDCL 22-5-9, and SDCL 22-18-4.

NEW SECTIONS

5.0301 Definitions. The following words, terms and phrases when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

4. Automatic Firearm: Any firearm that is capable of firing more than one shot automatically, without manual reloading, by a single function of the trigger. This term includes any firearm that meets the definition of a “machine gun” under 26 U.S.C. § 5845(b).
5. Semi-Automatic Firearm: Any firearm that, after the discharge of a single cartridge, automatically chambers the next round and requires a separate function of the trigger to fire each subsequent round.
6. Special Event: Any organized activity, tournament, festival, celebration, concert, athletic competition, fair, or other event that is open to and expected to attract members of the public.

The following uses are exempt from this section:

6. **Proper** use of weapons in a licensed shooting range, however, the City Council may, by resolution, temporarily prohibit or restrict the discharge of automatic or semi-automatic firearms at any licensed shooting range located on City owned property whenever the Council determines that such restrictions are reasonably necessary to protect the public health, safety, or welfare during a special event. The resolution shall specify the dates, times, and scope of the restriction.
 - b. The City shall post signage at the shooting range providing notice of any restrictions adopted pursuant to this section. Such signage shall be posted in a conspicuous location and shall identify the prohibited or restricted activities and the dates and times during which the restriction applies.

SOLID WASTE HAULING CONTRACT

This agreement made and entered into this 2nd day of January, 2024, by and between Roo's Sanitation LLC, PO Box 182, Tea, SD, 57064, hereinafter referred to as "Contractor" and the City of Beresford, South Dakota, hereinafter referred to as "City", Witnesseth:

1. **Term of Agreement:** The parties hereto agree that this agreement shall be for a period of three (3) years commencing on January 1, 2024 and terminating on December 31, 2026.

2. **Form of Payment:** Contractor shall be paid a monthly fee by City on or before the 10th day of each month (provided that the invoice for services is at the City Finance Office by noon on the first Monday of the month) as follows:

January 1, 2024 through December 31, 2024: \$10,833.33/month

January 1, 2025 through December 31, 2025: \$11,333.33/month

January 1, 2026 through December 31, 2026: \$11,833.33/month

Payment shall be due and payable to Contractor at PO Box 182, Tea, South Dakota, 57064 or at such other address provided to City.

3. **Collection Schedule:** Contractor shall collect residential solid waste from residential customers one time per week and as frequently as contracted for by commercial and industrial customers, not to exceed five times per week. Contractor shall not be required to make collection on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day or Christmas Day. Contractor shall not be required to make collection on Sundays. In the event contractor elects not to make collections on holidays, an alternate date for collection shall be made known to all customers in advance by publishing a notice of alternate collection in the Beresford Republic and on Beresford Cablevision at least one week prior to the time scheduled for such alternate collection date.

4. **Routes:** Contractor shall submit a proposed route map to City and the City Council shall approve said map and accept the routes established thereby unless the same are deemed unreasonable by a majority vote of the City Council. Route changes at Contractor's request shall be published at Contractor's expense, at least two (2) weeks prior to the change.

5. **Recycling:** Contractor shall collect recyclable materials from residential, commercial and industrial customers twice per month. For residential customers, the pickup of recyclable materials shall be curb side rather than other locations used for the pickup of regular solid waste materials, including alleys. For commercial and industrial customers, the collection shall be a location mutually convenient to the customer and the contractor. Contractor shall be responsible for keeping recyclable materials separate from other forms of solid waste and shall take all reasonable efforts to assure compliance with recycling requirements by all residents as well as commercial and industrial customers. Recyclable materials shall be separated according to those regulations established by the

Beresford City Council. Acceptable recyclable materials shall be delivered to the Beresford Recycling Center (102 W. Oak) and shall become the property of the City.

6. **Compliance with Disposal Site Regulations:** Contractor shall transport all solid waste and recyclable material collected to a disposal site approved by City which disposal site shall be approved by the South Dakota Department of Environment and Natural Resources. Currently, the approved disposal site is the Sioux Falls Regional Sanitary Landfill, 26750 464th Ave, Hartford, South Dakota. The City reserves the right to change disposal sites at any time during the course of the agreement and in consideration therefore, contractor shall be entitled to additional compensation if the site is located at a distance further from contractor's primary business location than the current disposal site at Vermillion.

7. **Containers:** All solid waste to be collected for residential customers shall be in containers approved by the City. All solid waste to be collected from commercial, industrial and multi-family residential dwellings shall be from dumpsters which are compatible with the truck being used by contractor. Contractor shall be required to utilize a truck which is capable of picking up solid waste from the dumpsters presently owned by customers of City. Recyclable materials shall be collected curb-side in clear plastic bags, and sorted in a manner approved by the City.

8. **Collection of Fees:** Contractor understands that City is charging customers and collecting fees from customers for the disposal of solid waste. Contractor shall not be entitled to additional compensation from any customers in the City for collecting solid waste from said customers. Customers of the City shall be deemed all residential, commercial and industrial customers whose solid waste is collected within the city limits of the City.

9. **Employees:** Contractor shall be responsible for the payment of all wages earned by workers hired by Contractor and Contractor shall provide worker's compensation coverage for all employees and shall provide City with proof of said coverage throughout the term of this contract.

10. **Liability Insurance:** Contractor shall provide and maintain in full force and effect during the entire term of this agreement, public liability insurance with the City of Beresford named as an additional insured. Such insurance shall provide a limit of not less than \$1,000,000 per occurrence and an annual aggregate limit of not less than \$2,000,000. Contractor shall also provide and maintain regular contractor's property damage liability insurance providing for a limit of not less than \$250,000 per occurrence and an annual aggregate limit of not less than \$500,000. Contractor shall file a copy of the insurance policy with the City upon execution of this contract and once said policies are renewed on an annual basis.

11. **Indemnification:** Contractor shall guarantee, save harmless and indemnify City of and from any and all losses, damages, claims, suits, judgments and recoveries which may be asserted or made or which may arise, be had or be brought against the City by reason of any of the foregoing claims, except which are caused by the existence of disposal sites at the locations specified or contemplated in the contract. Contractor shall immediately appear and defend City, as its own costs and expenses, against any said claim.

12. **Termination of Agreement by City:** Should Contractor abandon or delay unnecessarily the performance of, or in any manner refuse to comply with the terms of the agreement, the City shall notify the Contractor in writing, of such abandonment, delay, refusal or failure to comply, and shall direct Contractor to comply with all provisions of the contract.

Should Contractor fail at any time to perform all or any part of the contract for a period of time of more than 72 hours, for whatever cause or reason, City may at such time or at any time thereafter, with the consent of the City Council, take possession of all Contractor's equipment, vehicles and facilities, and employ such forces it may deem advisable in order to continue the work. The cost of all labor, materials and equipment necessary for such work shall be paid by City out of monies then due or to become due to Contractor under and by virtue of the contract of the work herein specified. If the expenses exceed the amount due to Contractor under this contract, Contractor shall be responsible to the City for such additional sums.

Funding Out Clause: City retains the continuing right to terminate this contract at the expiration of each budget period during the term of the contract and the contract is conditioned upon a best effort attempt by the City to appropriate the necessary funds for payment of the contract during each budget year.

13. **Assignment of Contract:** No assignment or subletting of the contract shall be permitted without prior authorization of the City. Contractor shall be responsible for the full and faithful performance of the contract.

14. **Compliance with Disposal Site Regulations:** Contractor hereby agrees to comply with all terms and conditions set forth by City approved disposal sites and to comply with the terms and conditions for the regulations established from time to time by the agency responsible for regulating the site or sites which the City determines is appropriate for the disposal of solid waste.

15. **Tipping Fees & Weight Tickets:** The City of Beresford shall pay the tipping fees associated with the Sioux Falls Regional Sanitary Landfill.

16. **Escalator Clause:** If the number of stops increases by twenty-five (25) over the total on record on January 1, 2024, the City Council will consider an adjustment to the contract upon the request of the hauler.

17. **Fuel Surcharge/Reduction.** If the average monthly diesel fuel price per gallon has exceeded the \$5.00 per gallon threshold for diesel fuel the contractor shall be entitled to begin to receive a fuel surcharge in accordance with the schedule listed below. Similarly, if the average monthly diesel fuel price is less than \$4.01 per gallon the City shall be entitled to a reduction in the monthly contract. To receive a fuel surcharge/reduction the City will use the AAA Daily diesel fuel gauge report on the 1st of each month starting Feb. 1, 2024 for the Sioux Falls, SD market. The City Finance Department will determine the price as reported on the AAA website (www.gasprices.aaa.com) the 1st of each month. A copy of the fuel gauge report should be included with the invoice when requesting payment.

Fuel Surcharge/Reduction

\$3.01 to \$3.25	-8%
\$3.26 to \$3.50	-6%
\$3.51 to \$3.75	-4%
\$3.76 to \$4.00	-2%
\$4.01 to \$4.25	0
\$4.26 to \$4.50	0
\$4.51 to \$4.75	0
\$4.76 to \$5.00	0
\$5.01 to \$5.25	+2%
\$5.26 to \$5.50	+4%
\$5.51 to \$5.75	+6%
\$5.76 to \$6.00	+8%
\$6.01 to \$6.25	+10%


Ruby Zuraff
Roo's Sanitation

CITY OF BERESFORD:

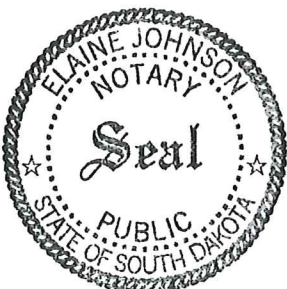

Eli Seeley – Council President



STATE OF SOUTH DAKOTA)
) SS
COUNTY OF UNION)

On this the 2nd day of January, 2024, before me, the undersigned officer, personally appeared, Ruby Zuraff, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Claine Johnson
Notary Public - South Dakota
Commission Expires: September 24, 2026

COUNTY OF UNION)

On this the 2nd day of January, 2024, before me, the undersigned officer, personally appeared, Eli Seeley, who acknowledged himself to be the Council President of the CITY OF BERESFORD, and he as such Council President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his name as Council President of the City of Beresford.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Claine Johnson

Notary Public

Commission Expires : September 24, 2026



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