BERESFORD CITY COUNCIL
REGULAR MEETING AGENDA
Monday, October 19, 2026, 6:00 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 – October 5, 2026

[5] – Strategic Planning Discussion
- University of Northern Iowa, Institute for Decision Making
  - James Hoelscher
  - Karla Organist

[5] – Visitors to Be Heard-

[6] – Committee and Mayor Report

[7]– Department Head, City Administrator and Engineering Reports
- Elaine Johnson, Finance Officer
  - September Financials
  - SDML Safety Award Recognition
- Jason Anderson, City Administrator

[8] – Consent Agenda Items
- Pay Request #10 from Musson Brothers Inc., Sanitary Sewer Improvements, CIIP, $349,753.95

[9] – Old Business

[10] – New Business
- CIPP Project Status Update and Next Steps-Banner & Associates
- Awarding Solid Waste Contract 2027-2029

[11] – Discussion and Information Items

[12] – Payment of Bills

[13] – Executive Session- SDCL 1-25-2 (4) Contract Negotiations & 1-25-2(5) Marketing & Pricing

[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: October 19, 2026, 6:00 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 October 5, 2026

Beresford City Council met in regular session in City Council Chambers at 6:05 p.m. The pledge of allegiance was recited.

Members Present: Mayor Eli Seeley presiding, Sarah Antonson, Pat Bickett, Kayla Bullis, Will Roelke.

Members Absent: BHS Representative Isabelle Beeson, Larry Rohrer, Mike Tiedeman.

Also Present: Finance Officer Elaine Johnson, City Administrator Jason Anderson, City Attorney Tom Frieberg, Librarian Jane Norling, Intersections Consulting John Beranek.

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

Approve Minutes: A motion was made by Bickett, seconded by Roelke, to approve September 21, 2026, meeting minutes. All present Council members voted aye; motion carried.

Strategic Planning Discussion
John Baranek, Intersections Consulting: A strategic planning presentation was given by John Baranek of Intersections Consulting.

Committee and Mayor Report:
Eli Seeley, Mayor Report
Childcare: Mayor Seeley reported that Phase 2 of the Childcare plan is underway and a three-member board committee has been established.

Department Head, City Administrator and Engineering Reports:
Elaine Johnson, Finance Officer: The 2027 Tax Levy Certification was submitted to Lincoln and Union County on September 23, 2026. The city is requesting $988,000 for General Fund Purposes. An increase of $56,292 from last year. No action taken.
Jason Anderson, City Administrator
Monthly Engineering Report: Pat Carey of Banner & Associates submitted an engineering report for the council packet with updates to the CIPP and Sanitary Sewer Improvements, Bak Residential Development and Asphalt Surface Treatment projects.
Special Council Meeting October 12th: The request to have a special Council Meeting on October 12th was cancelled due to schedule conflicts.
Solid Waste Bid Documents: Bickett moved, seconded by Antonson, to approve the Solid Waste Bid Documents. Bid packets containing information for prospective solid waste contract bidders were mailed. Bids are due by 3:00 p.m. on October 15, 2026. All present Council members voted aye; motion carried.

Consent Agenda Items
Bickett moved, seconded by Bullis, to approve the following consent agenda items: Hire Clair Bovill part-time as a seasonal Bridges Clubhouse server/bartender at $11.85 per hour, appoint Elaine Johnson as the City Finance Officer, appoint Michael Schurch as Chief of Police, appoint Frieberg, Nelson & Ask L.L.P. as the City Attorney, Faith In Action, subsidy drawdown request of $7,000 and Beresford Cemetery

Association, subsidy drawdown request of $1,000. All present Council members voted aye; motion carried.

Old Business

Ordinance #2026-06 Supplemental Appropriations: A motion to approve Ordinance #2026-06 Supplemental Appropriations was made by Bickett, seconded by Roelke. All present Council members voted aye; motion carried.

ORDINANCE #2026-06
Supplemental Appropriations Ordinance

BE IT ORDAINED by the City of Beresford, SD that the following amounts are supplementally appropriated to meet the municipality's obligations.

Appropriations:

Mayor	Other Current Expenses	101-4120-42900	$4,500.00
		Total Appropriations	**$4,500.00**

Source of Funding:

Reimbursement from Beresford Childcare Foundation		
Miscellaneous Revenue	101-360-3690	$4,500.00
	Total Means of Finance	**$4,500.00**

_____
Eli Seeley, Mayor

Attest:

_____
Elaine Johnson, Finance Officer

New Business

Resolution 2026-12 Missouri Basin Municipal Power Agency Power Sale Agreement (S-1): Bickett moved, seconded by Bullis, to approve Resolution 2026-12 Missouri Basin Municipal Power Agency Power Sale Agreement (S-1). All present Council members voted aye; motion carried.

Resolution 2026-12
TO APPROVE MISSOURI BASIN MUNICIPAL POWER AGENCY
POWER SALE AGREEMENT (S-1)
(AMENDED AND RESTATED EFFECTIVE JANUARY 2, 2027)

WHEREAS, City of Beresford (the "City") is currently purchasing all electric power and energy the City requires to meet the needs of its customers in excess of its firm power allocation from the Western Area Power Administration ("Supplemental Power") from Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services ("MRES") pursuant to the terms and conditions of the Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (amended and restated effective January 2, 2017) (the "S-1 Agreement") for a term extending through January 1, 2057; and

WHEREAS, it is mutually beneficial to all parties that the base term of the S-1 Agreement, which currently ends on January 1, 2057, be extended until January 1, 2067, to further secure the City's long-term supply of Supplemental Power and to facilitate future financing of electric generation and

transmission projects of MRES on the most advantageous terms and with the least impact on the wholesale power costs of the City and other members of MRES; and

WHEREAS, the other proposed updates to the S-1 Agreement will further clarify the rights and obligations of the parties under the agreement, for the mutual benefit of the City, the other members of MRES, and MRES; and

WHEREAS, the City Council desires that MRES continue to plan for, provide, and arrange for delivery of all Supplemental Power needed by the City.

NOW THEREFORE, BE IT RESOLVED by the City Council that the "Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (as amended and restated effective January 2, 2027)" and "Schedule A" thereto by and among MRES, Western Minnesota Municipal Power Agency, and the City are approved in the form presented.

IT IS FURTHER RESOLVED that each of the mayor and the finance officer shall be, and each of them acting individually hereby is, authorized and directed to execute and deliver to MRES each of the foregoing documents and take any other actions associated therewith on behalf of the City.

Upon calling of the roll, the Resolution was adopted unanimously.

Whereupon the Mayor declared the Resolution duly adopted on the 5th day of October, 2026.

_____ _____

Eli Seeley, Mayor **Elaine Johnson, Finance Officer**

Beresford Chamber of Commerce, Flannel Fling Weekend Requests: The Beresford Chamber of Commerce requests to close 3rd Street from Hemlock Street to Oak Street on Saturday, October 31st from 8 a.m. to 6 p.m. for their Flannel Fling event and approve open alcohol containers in the designated areas. Antonson moved, seconded by Roelke, to approve the Chambers requests. All present Council members voted aye; motion carried.

2027 Sale of Alcoholic Beverages and wine & cider license renewals: Finance Officer Johnson informed Council that operating agreements, applications and fees have been received for renewal of current on-off-sale liquor license holders. Antonson made a motion, seconded by Roelke, to renew on-off sale liquor licenses for Bridges at Beresford, Bertz Sports Bar & Grill, Sunshine Foods, Klassix, Bertz Beer Garden, Casey's General Store #2830, BP Food Mart and Cream & Sugar. All present Council members voted aye; motion carried.

Discussion and Information Items:

Community Outreach Survey: Mayor Seeley will be sending the 2026 community outreach survey to the Council and requested feedback before distributing it through multiple channels.

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.

605 Painting, entryway painting/Library $5,572.46; A&B Business Inc., copier service contract, $140.97; Acushnet Company, golf merchandise, $442.25; AFLAC Inc., insurance, $1,891.68; AFLAC Inc., dental & vision, $497.74; Amazon Capital Services, office supplies, $330.66; Wilson Sporting Goods, golf merchandise, $245.78; Appeara, service, $942.24; B&R Properties, window install, $150.00; Badger Communications, IP phones, $700.08; Banner Associates, engineering, $2,066.86; Beal Distributing, beer, $1,856.70; Beresford Cablevision, cable television, $115.00; Beresford Cemetery, 2026 subsidy, $1,000.00; Beresford Mun. Telephone, monthly billing, $1,629.79; Beresford Mun. Utilities, utility billing, $20,963.24; Border States Electric Supply, resale, $8,049.12; Center Point Large Print, book, $30.07; Chesterman Company, resale, $452.95; CHS Inc. fuel, $4,998.93; City of Beresford, 2027 Bridges Liquor License, $700.00; Colonial Life, insurance, $579.50; Communication Network Engineer, fiber design, $168.13; Dakota Beverage, beer, $1,139.60; Dakota Data Shred, container rent, $23.18; DeRaad Heating & Cooling, repair, $175.78; DGR Engineering, SCADA system, $3,550.00; Ditch Witch UnderCon, locator case, sleeve & shovel, $202.28; EFTPS, Federal Excise Tax, $401.01; Faith In Action, 2026 subsidy $7,000.00; Cengage Learning, book, $28.80; Fiber Ring, poolong fees, $3,875.00;

Renee Goltz, clothing, $140.04; First Dakota Bank, TIF#4 Loan Payment, $102,383.00; Graham Tire Company, tires, $572.00; Heggies Pizza, resale, $94.25; Hillyard, operating supplies, $711.81; Argil Hunter, refund, $67.05; Ingram Library Services, books, $284.37; Jack's Uniforms & Equipment, clothing, $141.90; John Deere Financial, repair, $54.37; Joel Johnson, code enforcement service, $763.70; K&M Tire, tires, $279.00; Anthony Laurvick, reimbursement, $27.90; Lawson Products, operating supplies, $102.82; Lewis & Clark RWS, water, $26,788.04; Lumen, toll settlement $185.01; Menards, supplies, $129.83; Mid America Computer Corp., billing, $4,139.39; Midwest Tape, DVD, $26.99; Missouri River Energy, hydro/supplemental power, $226,516.79; Muller Auto Parts, vehicle repair, $516.50; National Cable Television, affiliate fees, $14,282.15; New Century Press, publishing's, $359.54; New York Life, insurance, $42.75; Northern Plains Lumber, supplies, $21.84; Olson's Ace Hardware, supplies, $2,136.50; Performance Foodservice, food, $3,875.43; Prosper Food Mart, fuel, $2,442.15; Benjamin Reiter, mileage, $23.68; SD Dept of Rev, sales tax, $35,375.25; SD Epath, E911 surcharge, $517.00; SD Public Health Laboratory, labs, $873.00; SDN Communications, Internet Access, $3,115.10; Set Free Baptist Church, refund, $13.00; Siteone Landscape Supply, operating supplies, $474.80; South Dakota One Call, locates, $123.90; State Steel, pipe, $98.88; Sturdevant's, repair, $45.06; Sunshine Foods, supplies, $117.95; Alex Thompson, clothing, $400.00; Transource, repair, $10,356.26; USAC, library, $1,006.64; Van's Sanitation, recycling, $400.00.

Executive Session- SDCL 1-25-2(5) Marketing: At 7:30 p.m. a motion was made by Bickett, seconded by Antonson to enter into Executive Session. All present Council members voted aye; motion carried. Mayor Seeley declared Council out of Executive Session at 8:05 p.m. No action taken.

Adjournment: Having no further business, Mayor Seeley adjourned the meeting at 8:05 p.m.

Elaine Johnson, Finance Officer
Recorded by Tony Harris

City of Beresford

Budget to Actual - Income Statement Comparison (without Transfers)

SEPTEMBER 2026

Department/Fund	2026 - Actual YTD Revenue	2026 - Actual YTD Expense	Profit/ (Loss)	2026 - Budget Revenue	2026 - Budget Expense	Profit/(Loss)	Over(Under) Budget Revenue	Over(Under) Budget Expense	Over(Under) Budget Profit/ (Loss)
General Fund	$ 2,502,362.33	$ 2,154,853.21	$ 347,509.12	$ 3,070,800.00	$ 3,070,800.00	$ -	$ (568,437.67)	$ (915,946.79)	$ 347,509.12
Council		73,470.38			112,370.00		-	(38,899.62)	
Mayor		14,220.81			13,670.00		-	550.81	
City Administrator		141,874.97			197,895.00		-	(56,020.03)	
Finance Office		122,951.09			179,775.00		-	(56,823.91)	
City Attny		20,630.77			27,300.00		-	(6,669.23)	
Gov't Bldg		21,889.82			34,250.00		-	(12,360.18)	
Police		544,671.02			735,335.00		-	(190,663.98)	
Fire		57,679.52			92,300.00		-	(34,620.48)	
Street		346,630.02			655,300.00		-	(308,669.98)	
Mosquito		1,233.25			3,500.00		-	(2,266.75)	
Park		394,451.53			453,060.00		-	(58,608.47)	
Pool	33,158.00	123,602.57	(90,444.57)	32,500.00	167,750.00	(135,250.00)	658.00	(44,147.43)	44,805.43
Subsidies		68,000.00			75,000.00		-	(7,000.00)	
Library		212,148.04			301,845.00		-	(89,696.96)	
Planning & Zoning		11,399.42			21,450.00		-	(10,050.58)	
Debt Serv/201&301	$ 609,330.02	$ 270,318.07	$ 339,011.95	$ 857,000.00	$ 618,629.00	$ 238,371.00	$ (247,669.98)	$ (348,310.93)	$ 100,640.95
Liquor - 601	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Water - 602	$ 1,235,613.74	$ 1,018,728.37	$ 216,885.37	$ 1,199,485.00	$ 1,158,925.00	$ 40,560.00	$ 36,128.74	$ (140,196.63)	$ 176,325.37
Electric - 603	$ 3,000,241.02	$ 2,427,266.92	$ 572,974.10	$ 4,332,600.00	$ 4,331,860.00	$ 740.00	$ (1,332,358.98)	$ (1,904,593.08)	$ 572,234.10
Sewer - 604	$ 844,315.10	$ 551,853.32	$ 292,461.78	$ 3,592,195.00	$ 3,301,075.00	$ 291,120.00	$ (2,747,879.90)	$ (2,749,221.68)	$ 1,341.78
Telephone - 611	$ 1,456,825.29	$ 857,667.64	$ 599,157.65	$ 1,719,550.00	$ 1,716,152.00	$ 3,398.00	$ (262,724.71)	$ (858,484.36)	$ 595,759.65
Solid Waste - 612	$ 217,580.04	$ 183,383.34	$ 34,196.70	$ 298,650.00	$ 279,740.00	$ 18,910.00	$ (81,069.96)	$ (96,356.66)	$ 15,286.70
Cablevision - 615	$ 190,322.29	$ 178,144.72	$ 12,177.57	$ 284,100.00	$ 280,900.00	$ 3,200.00	$ (93,777.71)	$ (102,755.28)	$ 8,977.57
Bridges at Beresford									
Golf Course 640-4510	$ 747,788.08	$ 298,528.58		$ 736,800.00	$ 286,800.00		$ 10,988.08	$ 11,728.58	
Club House 640-4511/384		$ 402,403.91			$ 504,325.00			$ (101,921.09)	
Event Center 640-4512/385	$ 39,748.50	$ 37,864.31		$ 71,050.00	$ 63,630.00		$ (31,301.50)	$ (25,765.69)	
	$ 787,536.58	$ 738,796.80	$ 48,739.78	$ 807,850.00	$ 854,755.00	$ (46,905.00)	$ (20,313.42)	$ (115,958.20)	$ 95,644.78
Enterprise Totals	$ 7,732,434.06	$ 5,955,841.11	$ 1,776,592.95	$ 12,234,430.00	$ 11,923,407.00	$ 311,023.00	$ (4,501,995.94)	$ (5,967,565.89)	$ 1,465,569.95
General Fund Total	$ 3,111,692.35	$ 2,425,171.28	$ 686,521.07	$ 3,927,800.00	$ 3,689,429.00	$ 238,371.00	$ (816,107.65)	$ (1,264,257.72)	$ 448,150.07
Overall Totals	$ 10,844,126.41 67.10%	$ 8,381,012.39 53.68%	$ 2,463,114.02	$ 16,162,230.00	$ 15,612,836.00	$ 549,394.00	$ (5,318,103.59)	$ (7,231,823.61)	$ 1,913,720.02

CITY OF BERESFORD
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR PERIOD ENDING SEPTEMBER 2026

	General/ Gov't Fund	Enterprise Funds								Total
		Liquor Fund	Water Fund	Electric Fund	Sewer Fund	Telephone Fund	Garbage Fund	Golf Course	Cablevision	
Revenues										
310 Taxes	$ 1,923,516.44									$ 1,923,516.44
320 Licenses and Permits	25,068.53									$ 25,068.53
330 Intergovernmental Revenue	147,268.00									$ 147,268.00
340/370/380 Charges for Good and Services	45,761.34	-	1,234,502.54	2,916,784.10	837,486.32	1,392,223.74	215,472.10	786,382.73	188,058.55	$ 7,616,671.42
350 Fines and Forfeits	-									$ -
360 Miscellaneous Revenue	472,592.32								1,384.38	$ 473,976.70
Total Revenues	2,614,206.63	-	1,234,502.54	2,916,784.10	837,486.32	1,392,223.74	215,472.10	786,382.73	189,442.93	$ 10,186,501.09
Expenditures										
410 Mayor/ Council/ Atty/ City Admin/ FO	395,037.84									$ 395,037.84
420 Police and Fire	602,350.54									$ 602,350.54
430 Street	346,630.02									$ 346,630.02
440 Mosquito	1,233.25									$ 1,233.25
452/453 Parks/Pool	518,054.10									$ 518,054.10
454 Subsidies	68,000.00									$ 68,000.00
455 Library	212,148.04									$ 212,148.04
460 Planning & Zoning	11,399.42									$ 11,399.42
470 Debt Service	425,771.51									$ 425,771.51
410 Employee Expense		-	128,369.11	375,276.37	125,297.05	416,472.48	22,566.87	251,320.38	165,697.47	$ 1,484,999.73
420 Other Current Expenses	186,252.31	-	853,962.56	336,258.90	295,016.23	408,478.80	158,338.11	263,060.02	3,566.50	$ 2,504,933.43
4262 Materials (COS)		-	18,425.96	1,657,106.51	11,406.73	32,716.36	2,478.36	224,416.40	8,880.75	$ 1,955,431.07
Total Expenditures	2,766,877.03	-	1,000,757.63	2,368,641.78	431,720.01	857,667.64	183,383.34	738,796.80	178,144.72	$ 8,525,988.95
Excess of Revenue Over Expenditures	(152,670.40)	-	233,744.91	548,142.32	405,766.31	534,556.10	32,088.76	47,585.93	11,298.21	$ 1,660,512.14
Other Financing Sources (Uses):										
Investment Earnings	33,695.17	-	1,111.20	83,456.92	6,828.78	64,601.55	2,107.94	1,153.85	879.36	$ 193,834.77
Interest Expense	(332,779.77)		(17,970.74)	(2,800.00)	(120,133.31)					$ (473,683.82)
Debt Paydown	-		-	(55,825.14)						$ (55,825.14)
Transfers In (Out)	-	-		(125,000.00)	-	(210,185.00)	-	-	-	$ (335,185.00)
Long-term Debt Issued	463,790.55									$ 463,790.55
Sale of Fixed Assets	-	-								$ -
Total Other Financing Sources (Uses)	164,705.95	-	(16,859.54)	(100,168.22)	(113,304.53)	(145,583.45)	2,107.94	1,153.85	879.36	$ (207,068.64)
Net Position/Change in Fund Balance	12,035.55	-	216,885.37	447,974.10	292,461.78	388,972.65	34,196.70	48,739.78	12,177.57	$ 1,453,443.50
Net Cash Inflow(Outflow) BEFORE Transfers	(451,755.00)	-	216,885.37	572,974.10	292,461.78	599,157.65	34,196.70	48,739.78	12,177.57	1,324,837.95

CITY OF BERESFORD
STATEMENT OF NET POSITION
AS OF SEPTEMBER 2026

	General/ Gov't Fund	Enterprise Funds								Total
		Liquor Fund	Water Fund	Electric Fund	Sewer Fund	Telephone Fund	Garbage Fund	Golf Course	Cablevision	
ASSETS:										
Current Assets:										
100 Cash and Cash Equivalents	$ 755,418.92	$ -	$ 153,699.60	$ 385,050.19	$ 1,404,011.09	$ 1,255,566.68	$ 328,227.53	$ 249.02	$ 229,076.79	$ 4,511,299.82
110 Taxes Receivable - Delinquent	10,602.23									$ 10,602.23
115 Accounts Receivable, Net	-	-	59,102.26	530,371.36	84,194.31	230,239.60	31,755.91	-	(978.37)	$ 934,685.07
128 Notes Receivable	183,070.19									$ 183,070.19
131 Due from Other Funds	751,328.00					-				$ 751,328.00
132 Due from Other Governments	409,429.69									$ 409,429.69
141 Inventory of Supplies	90,643.55		54,668.34	1,493,719.15	59,298.58	111,402.92		12,279.66	47,034.25	$ 1,869,046.45
142 Inventory of Resale Items		-				-				$ -
151 Investments-SDFIT	1,050,778.13		39,293.82	3,389,412.35	62,696.15	2,472,640.00	35,895.06	47,396.84	-	$ 7,098,112.35
151 Investments-CDs						-				$ -
155 Prepaid Expenses	38,827.68	-	6,363.72	19,716.38	2,959.72	44,419.81	713.75	6,503.28		$ 119,504.34
Total Current Assets	3,290,098.39	-	313,127.74	5,818,269.43	1,613,159.85	4,114,269.01	396,592.25	66,428.80	275,132.67	15,887,078.14
Noncurrent Assets:										
107.1 Restricted Cash and Cash Equivalents	367,449.24			477,077.08		89,490.00				$ 934,016.32
154 Deposits				15,643.78		9,797.27				$ 25,441.05
157 Unamortized Discounts on Bonds Sold				-						$ -
Capital Assets: (not including govt'l funds)										
160 Land	577,044.92	-	30,738.42	22,249.94	19,000.00	15,300.00	62,930.82	301,267.92		$ 1,028,532.02
162 Buildings	3,344,126.50	-	1,069,484.25	218,654.18		389,970.54	65,344.70	2,321,389.34		$ 7,408,969.51
164 Improvements Other Than Buildings	7,321,476.45		5,090,688.86	14,146,209.15	12,969,162.38		51,194.78	1,757,972.50	585,265.85	$ 41,921,969.97
166 Machinery and Equipment	2,631,141.93	-	93,850.33	1,550,523.34	171,674.75	10,533,420.85	46,623.15	408,334.97	328,486.34	$ 15,764,055.66
168 Construction in Progress	104,875.00		127,717.00	0.45	3,398,985.00	(0.11)		-		$ 3,631,577.34
Less: Accumulated Depreciation	(6,675,888.33)	-	(2,946,047.28)	(6,990,283.87)	(2,281,797.40)	(5,895,992.99)	(121,342.74)	(1,639,192.85)	(912,208.85)	$ (27,462,754.31)
190 Intangible Assets			1,803,174.00					35,864.53		$ 1,839,038.53
Less: Accumulated Amortization			(577,013.76)					(35,865.27)		$ (612,879.03)
Total Noncurrent Assets	7,670,225.71	-	4,692,591.82	9,440,074.05	14,277,024.73	5,141,985.56	104,750.71	3,149,771.14	1,543.34	44,477,967.06
TOTAL ASSETS	10,960,324.10	-	5,005,719.56	15,258,343.48	15,890,184.58	9,256,254.57	501,342.96	3,216,199.94	276,676.01	60,365,045.20

	General/ Gov't Fund	Enterprise Funds								Total
		Liquor Fund	Water Fund	Electric Fund	Sewer Fund	Telephone Fund	Garbage Fund	Golf Course	Cablevision	
LIABILITIES AND FUND BALANCES:										
Current Liabilities:										
206 Accounts Payable	193,754.00	-	-	24,047.12	-	14,238.03	13,673.81	711,764.28	59,124.76	$ 1,016,602.00
208 Due to General Fund	-		101,932.00							$ 101,932.00
217 Payroll Related Liabilities	1,244.75	-	(32.80)	(335.89)	4,015.38	1,472.90	-	1,634.41	-	$ 7,998.75
220 Customer Deposits				14,560.00		10,310.00		-		$ 24,870.00
224 Deferred Revenue	10,602.23									$ 10,602.23
226 Current Portion of LT Debt			152,658.80	340,000.00	37,982.98		-	(0.42)		$ 530,641.36
Total Current Liabiliites	205,600.98	-	254,558.00	378,271.23	41,998.36	26,020.93	13,673.81	713,398.27	59,124.76	1,692,646.34
Noncurrent Liabilities: (not including govt'l funds)										
231/237 Bonds Payable & Other LT Debt			985,187.86	5,135,000.00	7,385,023.08			-		$ 13,505,210.94
233 Accrued Leave Payable		-	26,134.85	52,449.01	24,292.62	62,526.82	-	22,545.41		$ 187,948.71
Total Noncurrent Liabiliites	-	-	1,011,322.71	5,187,449.01	7,409,315.70	62,526.82	-	22,545.41	-	13,693,159.65
Fund Balances:										
253.10 Net Investment in Capital Assets	7,302,776.47	-	3,488,638.30	1,367,715.46	2,299,962.45	3,935,663.86	116,011.44	2,654,167.69	39,972.75	$ 21,204,908.42
263 Nonspendable-General Fund Only	726,691.40									$ 726,691.40
264 Restricted	1,676,590.08			477,077.08						$ 2,153,667.16
267 Unassigned/Unrestricted	1,036,629.62	-	34,315.18	7,399,856.60	5,846,446.29	4,843,070.31	337,461.01	(222,651.21)	165,400.93	$ 19,440,528.73
Current Year Net Income (Loss)	12,035.55	-	216,885.37	447,974.10	292,461.78	388,972.65	34,196.70	48,739.78	12,177.57	$ 1,453,443.50
Total Fund Balances/Net Position	10,754,723.12	-	3,739,838.85	9,692,623.24	8,438,870.52	9,167,706.82	487,669.15	2,480,256.26	217,551.25	44,979,239.21
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	$ 10,960,324.10	$ -	$ 5,005,719.56	$ 15,258,343.48	$ 15,890,184.58	$ 9,256,254.57	$ 501,342.96	$ 3,216,199.94	$ 276,676.01	$ 60,365,045.20
	-	-	-	-	-	-	-	-	-	-

BANK CASH REPORT
2026

FUND	GL NAME	AUGUST CASH BALANCE	SEPTEMBER RECEIPTS	SEPTEMBER DISBURSMENTS	SEPTEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	SEP BANK BALANCE
	FIRST DAKOTA BANK						
BANK	FIRST DAKOTA BANK						263,152.13
SWEEP	FIRST DAKOTA -SWEEP BANK						4,216,195.27
101	General Checking Account	766,571.17-	109,030.85	280,634.92	938,175.24-		
101	Bad Check Account	554.34	0.00	0.00	554.34	19,145.04	
201	Second Penny	1,031,172.69	64,737.47	2,750.00	1,093,160.16		
211	Gross Receipts Tax	557,769.94	6,121.54	0.00	563,891.48		
301	Debt Svc-Clubhouse/Event Cntr	2,962.27-	0.00	0.00	2,962.27-		
302	Debt Svc - TIF District	0.00	0.00	0.00	0.00		
303	Debt Service - Public Safety	0.00	0.00	0.00	0.00		
304	Drinking WA 1 SRF	0.00	0.00	0.00	0.00		
305	Clean WA 2 SRF	0.00	0.00	0.00	0.00		
306	Drinking WA 2 DOT	0.00	0.00	0.00	0.00		
307	Clean WA 1 DOT	0.00	0.00	0.00	0.00		
308	HYBRID TURKEY TIF - CASH	0.04-	0.00	0.00	0.04-		
509	GRACE V NELSON EXPANSION 2022	0.00	0.00	0.00	0.00		
513	BAK HOUSING DEV 2024	38,550.49	104,449.86	104,449.86	38,550.49		
601	Municipal Liquor Store	0.00	0.00	0.00	0.00	385.72	
602	Water	111,644.04	98,302.87	56,247.31	153,699.60	633.81	
603	Electric	365,718.06	466,448.08	447,115.95	385,050.19	16,728.45	
604	Sewer	1,356,199.56	70,282.97	22,471.44	1,404,011.09	776.66	
611	Telephone	1,181,072.33	190,873.46	116,090.08	1,255,855.71	5,647.63	
612	Solid Waste	326,521.47	29,215.09	27,509.03	328,227.53	12,144.63	
615	Cablevision	230,638.15	22,384.87	23,946.23	229,076.79		
640	Bridges Golf Course	25,518.51	81,150.04	107,816.53	1,147.98-	5,681.23	
750	Trust & Agency	0.00	0.00	0.00	0.00		
900	General Fixed Assets	0.00	0.00	0.00	0.00		
999	General Long Term Debt	0.00	0.00	0.00	0.00		
	DEPOSITS					4,020.17	
	WITHDRAWALS					50.00	
	SWEEP TRANSFER-IN					87,617.45	
	FIRST DAKOTA BANK TOTALS	4,455,826.10	1,242,997.10	1,189,031.35	4,509,791.85	30,444.45-	4,479,347.40
	FSB- CABLEVISION CHECKING						
BANK	FSB- CABLEVISION CHECKING						
615	CATV CHECKING ACCOUNT	0.00	0.00	0.00	0.00		
640	CATV CHECKING ACCOUNT	0.00	0.00	0.00	0.00		
	FSB- CABLEVISION CHECKING TOTA	0.00	0.00	0.00	0.00	0.00	0.00
	FSB- CSDP CHECKING						
BANK	FSB- CSDP CHECKING						26,441.05
603	ELECTRIC-CUSTOMER DEPOSITS	15,543.43	1,175.35	1,075.00	15,643.78	600.00	
611	TELEPHONE-CUSTOMER DEPOSITS	9,781.38	315.89	300.00	9,797.27	400.00	
	FSB- CSDP CHECKING TOTALS	25,324.81	1,491.24	1,375.00	25,441.05	1,000.00	26,441.05

BANK CASH REPORT
2026

FUND	BANK NAME / GL NAME	AUGUST CASH BALANCE	SEPTEMBER RECEIPTS	SEPTEMBER DISBURSMENTS	SEPTEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	SEP BANK BALANCE
	1ST DAKOTA NATL BANK-CHECKING						
BANK	1ST DAKOTA NATL BANK-CHECKING						
601	VIDEO LOTTERY CHECKING	0.00	0.00	0.00	0.00		
	1ST DAKOTA NATL BANK-CHECKING	0.00	0.00	0.00	0.00	0.00	0.00
	1ST DAKOTA NATL BANK- SAVINGS						
BANK	1ST DAKOTA NATL BANK- SAVINGS						
601	VIDEO LOTTERY SAVINGS	0.00	0.00	0.00	0.00		
	1ST DAKOTA NATL BANK- SAVINGS	0.00	0.00	0.00	0.00	0.00	0.00
	SD PUBLIC FUNDS IN TRUST						
BANK	SD PUBLIC FUNDS IN TRUST						7,098,112.35
101	GENERAL FUND SD FIT	70,457.90-	6.69	0.00	70,451.21-		
201	SECOND PENNY FUND SD FIT	417,667.75	1,154.49	0.00	418,822.24		
211	GROSS RECEIPTS TAX SD FIT	698,071.63	1,929.56	0.00	700,001.19		
302	DEBT SERVICE - TIF DIST.	2,405.91	0.00	0.00	2,405.91		
506	SWIMMING POOL - CAP PROJECT	0.00	0.00	0.00	0.00		
602	WATER SD FIT	39,185.51	108.31	0.00	39,293.82		
603	ELECTRIC SD FIT	3,380,069.36	9,342.99	0.00	3,389,412.35		
604	SEWER SD FIT	62,523.33	172.82	0.00	62,696.15		
611	TELEPHONE SD FIT	2,465,824.12	6,815.88	0.00	2,472,640.00		
612	SOLID WASTE SD FIT	35,796.12	98.94	0.00	35,895.06		
615	CABLEVISION SD FIT	0.00	0.00	0.00	0.00		
640	BRIDGES GOLF COURSE SD FIT	47,266.19	130.65	0.00	47,396.84		
	SD PUBLIC FUNDS IN TRUST TOTAL	7,078,352.02	19,760.33	0.00	7,098,112.35	0.00	7,098,112.35
	TOTAL OF ALL BANKS	11,559,502.93	1,264,248.67	1,190,406.35	11,633,345.25	29,444.45-	11,603,900.80

BANK CASH REPORT
SWEEP BANK 99 TRANSFERS

DATE	TRANS #	TRANSFER	BANK #	BANK NAME	TRANSFER AMOUNT
09/30/2026	777	FROM	1	FIRST DAKOTA BANK	87,617.45
				TOTAL	87,617.45

2026 Safety Awards Luncheon

October 7, 2026 | Aberdeen SD

Sponsored by:

SDML Workers' Compensation Fund
&
South Dakota Public Assurance Alliance

2026 Safety & Loss Control Recognition Awards

BRONZE

Centerville, City of	Wall, City of	Webster, City of
Philip, City of		

SILVER

Aberdeen Housing Authority

GOLD

Aberdeen, City of	DeSmet, City of	Pierre, City of
Belle Fourche, City of	Elk Point, City of	Sioux Falls, City of
Beresford, City of	Flandreau, City of	Spearfish, City of
Box Elder, City of	Fort Pierre, City of	Valley Springs, City of
Brandon, City of	Hot Springs, City of	Vermillion, City of
Brookings, City of	Huron, City of	Volga, City of
Brookings Municipal Utilities	Lead, City of	Watertown, City of
Custer, City of	Madison, City of	Watertown Municipal Utilities
Dakota Dunes CID	Miller, City of	Winner, City of
Deadwood, City of	Miner Conservation District	Yankton, City of
Dell Rapids, City of	Mitchell, City of	

PLATINUM

Aberdeen, City of	DeSmet, City of	Mitchell, City of
Beresford, City of	Elk Point, City of	Pierre, City of
Brandon, City of	Flandreau, City of	Sioux Falls, City of
Brookings, City of	Fort Pierre, City of	Spearfish, City of
Brookings Municipal Utilities	Huron, City of	Valley Springs, City of
Dakota Dunes CID	Madison, City of	Volga, City of
Dell Rapids, City of	Miller, City of	

Register today for the

2026 Safety & Loss Control Training Conference

Ramkota Hotel & Conference Center | Pierre SD | November 4 & 5

Register online at www.safety-benefits.com

Call Safety Benefits, Inc. with questions at 1-888-313-0839 or 605-334-9567

PAST AWARD RECIPIENTS *(These counts include awards earned in 2026.)*

ENTITY	BRONZE	SILVER	GOLD	PLATINUM
Aberdeen, City of	1	0	26	12
Aberdeen Housing Authority	1	1	0	0
Baltic, City of	6	0	0	0
Belle Fourche, City of	0	1	5	2
Belle Fourche Irrigation District	2	0	0	0
Beresford, City of	3	1	3	2
Box Elder, City of	4	0	3	0
Brandon, City of	0	2	20	8
Britton, City of	1	4	12	8
Brookings, City of	0	0	22	10
Brookings Municipal Utilities	0	0	8	8
Centerville, City of	5	0	0	0
Custer, City of	1	0	14	5
Dakota Dunes CID	1	2	13	5
Deadwood, City of	5	0	24	6
Dell Rapids, City of	0	1	13	13
DeSmet, City of	3	3	14	8
Dewey County CD	2	0	0	0
Elk Point, City of	2	0	6	6
Ethan, City of	4	0	0	0
Flandreau, City of	1	3	1	1
Fort Pierre, City of	1	1	21	12
Garretson, City of	1	0	10	5
Gary, City of	1	0	0	0
Grant-Roberts Ambulance	4	0	0	0
Groton, City of	1	0	0	0
Hanson County CD	1	0	0	0
Hill City, City of	2	1	0	0
Hosmer, City of	1	0	0	0
Hot Springs, City of	0	0	9	2
Huron, City of	0	0	22	16
Lead, City of	2	1	24	10
Lead-Deadwood Sanitary District	4	0	20	13
Lincoln CD	1	0	0	0
Lennox, City of	1	0	0	0
Madison, City of	2	0	20	15
Miller, City of	0	2	14	6
Miner CD	3	0	17	9
Mitchell, City of	1	1	25	15
NW SD Regional Landfill	1	0	0	0
Philip, City of	9	0	0	0
Pierre, City of	1	0	28	13
Roberts County CD	1	0	0	0
Sioux Falls, City of	0	0	30	7
Spearfish Ambulance	1	0	21	2
Spearfish, City of	1	0	27	9
Sturgis City of	9	0	0	0
Tulare, Town of	15	0	0	0
Valley Springs, City of	2	0	10	7
Vermillion, City of	1	2	20	10
Volga, City of	1	0	15	15
Wagner, City of	1	0	0	0
Wall, City of	23	1	0	0
Watertown, City of	0	1	27	10
Watertown Municipal Utilities	0	0	24	10
Webster, City of	13	0	0	0
Winner, City of	4	0	7	2
Woonsocket, City of	1	0	0	0
Yankton, City of	0	0	6	3

Contractor's Application for Payment

Owner:	City of Beresford	**Owner's Project No.:**	24032.01
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.:	10	**Application Date:**	10/19/26
Application Period:	From 06/23/26	to	10/09/26

1. Original Contract Price		$ 3,833,540.35
2. Net change by Change Orders		$ 1,080,185.00
3. Current Contract Price (Line 1 + Line 2)		$ 4,913,725.35
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		$ 3,821,157.45
5. Retainage		
a. 10% X $ 3,821,157.45 Work Completed		$ 382,115.75
b. 10% X $ - Stored Materials		$ -
c. Total Retainage (Line 5.a + Line 5.b)		$ 382,115.75
6. Amount eligible to date (Line 4 - Line 5.c)		$ 3,439,041.70
7. Less previous payments (Line 6 from prior application)		$ 3,089,287.75
8. Amount due this application		$ 349,753.95
9. Balance to finish, including retainage (Line 3 - Line 4)		$ 1,092,567.90

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:** 10/15/26

Recommended by Engineer		**Approved by Owner**	
By:	_____	**By:**	_____
Title:	Project Manager, Banner Associates, Inc.	**Title:**	_____
Date:	10/14/2026	**Date:**	_____
Approved by Funding Agency			
By:	_____		_____
Title:	_____		_____
Date:	_____		_____

(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

Contractor's Application for Payment

Owner:	City of Beresford	**Owner's Project No.:**	24032.01
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.:	10	**Application Date:**	10/19/26
Application Period:	From 06/23/26	to	10/09/26

1. Original Contract Price		$ 3,833,540.35
2. Net change by Change Orders		$ 1,080,185.00
3. Current Contract Price (Line 1 + Line 2)		$ 4,913,725.35
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		$ 3,821,157.45
5. Retainage		
a. 10% X $ 3,821,157.45 Work Completed		$ 382,115.75
b. 10% X $ - Stored Materials		$ -
c. Total Retainage (Line 5.a + Line 5.b)		$ 382,115.75
6. Amount eligible to date (Line 4 - Line 5.c)		$ 3,439,041.70
7. Less previous payments (Line 6 from prior application)		$ 3,089,287.75
8. Amount due this application		$ 349,753.95
9. Balance to finish, including retainage (Line 3 - Line 4)		$ 1,092,567.90

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:** 10/15/26

Recommended by Engineer		**Approved by Owner**	
By:		**By:**	
Title:	Project Manager, Banner Associates, Inc.	**Title:**	
Date:	10/14/2026	**Date:**	

Approved by Funding Agency

By:	
Title:	
Date:	

(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Beresford
Engineer: Banner Associates Inc
Contractor: Musson Brothers, Inc.
Project: Beresford Sanitary Sewer Improvements - 2024
Contract: Beresford Sanitary Sewer Improvements - 2024

Owner's Project No.: 24032.01
Engineer's Project No.: 24032.01
Contractor's Project No.: 924510

Application No.: 10 **Application Period:** From 06/23/26 to 10/09/26 **Application Date:** 10/19/26

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	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) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
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	28.0	$8,820.00	-	$8,820.00	100%	$0.00
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

(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Beresford
Engineer: Banner Associates Inc
Contractor: Musson Brothers, Inc.
Project: Beresford Sanitary Sewer Improvements - 2024
Contract: Beresford Sanitary Sewer Improvements - 2024

Owner's Project No.: 24032.01
Engineer's Project No.: 24032.01
Contractor's Project No.: 924510

Application No.: 10 **Application Period:** From 06/23/26 to 10/09/26 **Application Date:** 10/19/26

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	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) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
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	62.0	$19,530.00	-	$19,530.00	159%	-$7,245.00
43	Sanitary Sewer Bypass Pumping 12" Dia Main	16	EACH	$315.00	$5,040.00	5.0	$1,575.00	-	$1,575.00	31%	$3,465.00
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 Televise	2,344	LF	$3.30	$7,735.20	2,331.0	$7,692.30	-	$7,692.30	99%	$42.90
46	Lateral Clean and Televise	200	LF	$20.00	$4,000.00	120.0	$2,400.00	-	$2,400.00	60%	$1,600.00
47	Lateral Clean, Televise, 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	117.0	$41,535.00	-	$41,535.00	234%	-$23,785.00
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	95.0	$14,725.00	-	$14,725.00	102%	-$310.00
51	Sanitary Sewer Final Televise (8"-12")	25,935	LF	$3.00	$77,805.00	1,581.0	$4,743.00	-	$4,743.00	6%	$73,062.00
52	Lateral Final Televise	1,975	LF	$10.00	$19,750.00	1,441.0	$14,410.00	-	$14,410.00	73%	$5,340.00
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	1,464.0	$99,552.00	-	$99,552.00	371%	-$72,692.00
57	12" Sanitary Sewer Main Cured In Place Pipe (CIPP)	1,887	LF	$55.00	$103,785.00	1,509.0	$82,995.00	-	$82,995.00	80%	$20,790.00
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	313.0	$939,000.00	-	$939,000.00	106%	-$54,000.00
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	13.0	$260.00	-	$260.00	3%	$9,740.00
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

(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Beresford
Engineer: Banner Associates Inc
Contractor: Musson Brothers, Inc.
Project: Beresford Sanitary Sewer Improvements - 2024
Contract: Beresford Sanitary Sewer Improvements - 2024

Owner's Project No.: 24032.01
Engineer's Project No.: 24032.01
Contractor's Project No.: 924510

Application No.: 10 **Application Period:** From 06/23/26 to 10/09/26 **Application Date:** 10/19/26

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	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) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
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	1,726.7	$72,521.40	-	$72,521.40	123%	-$13,679.40
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**		**$3,276,395.95**	**$0.00**	**$3,276,395.95**	**85%**	**$557,144.40**

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Beresford
Engineer: Banner Associates Inc
Contractor: Musson Brothers, Inc.
Project: Beresford Sanitary Sewer Improvements - 2024
Contract: Beresford Sanitary Sewer Improvements - 2024

Owner's Project No.: 24032.01
Engineer's Project No.: 24032.01
Contractor's Project No.: 924510

Application No.: 10 **Application Period:** From 06/23/26 to 10/09/26 **Application Date:** 10/19/26

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	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) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Change Orders											
Change Order 01											
1	Mobilization	1	LS	110,000.00	$110,000.00	1.00	$110,000.00		$110,000.00	100%	$0.00
2	Traffic Control Signs	106	SF	$6.25	$662.50		$0.00		$0.00	0%	$662.50
3	Traffic Control, Miscellaneous	1	LS	25,000.00	$25,000.00	1.00	$25,000.00		$25,000.00	100%	$0.00
5	Type 3 Barricade, 8' Double Sided	3	EACH	$125.00	$375.00		$0.00		$0.00	0%	$375.00
6	Arrow Board (Sequential Chevron)	1	EACH	$1,500.00	$1,500.00		$0.00		$0.00	0%	$1,500.00
45	Sanitary Sewer Clean and Televise	12,225	LF	$3.30	$40,342.50		$0.00		$0.00	0%	$40,342.50
50	Verify Active Service	2	EACH	$155.00	$310.00		$0.00		$0.00	0%	$310.00
51	Sanitary Sewer Final Televise (8"-12")	8,455	LF	$3.00	$25,365.00		$0.00		$0.00	0%	$25,365.00
52	Lateral Final Televise	715	LF	$10.00	$7,150.00	267.0	$2,670.00		$2,670.00	37%	$4,480.00
55	8" Sanitary Sewer Main Cured In Place Pipe (CIPP)	6,280	LF	$34.50	$216,660.00	4,479.0	$154,525.50		$154,525.50	71%	$62,134.50
57	12" Sanitary Sewer Main Cured In Place Pipe (CIPP)	2,558	LF	$55.00	$140,690.00	104.0	$5,720.00		$5,720.00	4%	$134,970.00
60	Blind Lateral 5' CIPP Liner and Connection	143	EACH	$3,000.00	$429,000.00	66.0	$198,000.00		$198,000.00	46%	$231,000.00
64	Blind Lateral CIPP Cap	2	EACH	$4,000.00	$8,000.00	1.0	$4,000.00		$4,000.00	50%	$4,000.00
84 (NEW)	Sanitary Sewer Bypass Pumping 15" Dia Main	6	EACH	500.00	$3,000.00	2.0	$1,000.00		$1,000.00	33%	$2,000.00
85 (NEW)	Sanitary Sewer Final Televise (15")	757	LF	3.00	$2,271.00		$0.00		$0.00	0%	$2,271.00
86 (NEW)	15" Sanitary Sewer Main Cured In Place Pipe (CIPP)	757	LF	87.00	$65,859.00	458.0	$39,846.00		$39,846.00	61%	$26,013.00
Change Order 03											
87 (CO #3)	Transition Liner (92-91)	1.00	EACH	4,000.00	$4,000.00	1.0	$4,000.00		$4,000.00	100%	$0.00
					$0.00		$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00		$0.00
				Change Order Totals	**$1,080,185.00**		**$544,761.50**	**$0.00**	**$544,761.50**	**50%**	**$535,423.50**
Original Contract and Change Orders											
				Project Totals	**$4,913,725.35**		**$3,821,157.45**	**$0.00**	**$3,821,157.45**	**78%**	**$1,092,567.90**

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

CITY OF BERESFORD

2027-2029 SOLID WASTE HAULING & RECYCLING CONTRACT
BID OPENING RECORD

Opening Date	October 15, 2026	**Opening Time**	3:00 p.m.
Location	Beresford City Hall, 103 South 3rd Street	**Bid Deadline**	October 15, 2026, 3:00 p.m.
Council Consideration	October 19, 2026, 7:00 p.m.	**Contract Term**	January 1, 2027 - December 31, 2029

1. Opening Personnel and Preliminary Record

Bid opening conducted by: Jason Anderson, City Administrator

City staff/witnesses present: Elaine Johnson, Finance Officer

Members of the public/bidders present: Devin Hoekstra, Kalub Bickett

Number of sealed bids received by deadline: 2 **Number of late bids:** 0

2. Opening Statement

The time is 3:00 p.m. on October 15, 2026. The City of Beresford is opening sealed bids for the 2027-2029 Solid Waste Hauling and Recycling Contract. Bids received by the published deadline will be opened and read aloud. This opening and tabulation do not constitute an award. The bids will be reviewed for responsiveness, accuracy, and compliance with the bid documents, and the tabulated bids will be presented to the City Council for consideration on October 19, 2026.

3. Bid Receipt and Envelope Check

No.	Bidder	Received Date	Received Time	Initials
1	Herm's Sanitation	10/15/26	2:47 pm	RG
2	Roo's Sanitation	10/15/26	1:08 pm	RG
3				
4				
5				
6				

Late-bid disposition/notes:

BID OPENING CERTIFICATION AND REVIEW NOTES

4. Post-Opening Review Checklist

☒ Verify extensions: monthly amount x 12 equals each yearly total.

☒ Verify the stated three-year total equals the sum of Years 1, 2, and 3.

☒ Confirm the legal bidder name, printed representative, signature, date, title, address, phone number, and South Dakota sales and use tax license number are provided.

☒ Confirm Bid Alternate #1 states an annual sum, if submitted.

☒ List all qualifications, exceptions, omissions, erasures, handwritten changes, or conflicting figures without deciding responsiveness at the opening.

☐ Prepare a final comparison for City Council consideration. Keep original bids and this record with the procurement file.

5. Opening Notes and Irregularities

6. Certification

I certify that the bids listed in this record were opened and publicly read at the date, time, and location shown above. The figures recorded are preliminary and remain subject to verification, review of responsiveness, and action by the Beresford City Council.

, City Administrato

Bid Opening Official / Title

Date: 10-15

Witness / Title Finance Officer

Date: 10/15/26

OFFICIAL RECORD - RETAIN WITH ORIGINAL BID SUBMISSIONS

BID TABULATION

Record figures exactly as read from each bid. Do not resolve discrepancies during the opening.

No.	Bidder	Year 1	Year 1	Year 2	Year 2	Year 3	Year 3	3-Year Total	Alternate #1	Exceptions / Notes
		Monthly	Yearly	Monthly	Yearly	Monthly	Yearly		Annual Sum	
1	Herm's	$23,018	$276,216	$23,730	$284,760	$24,464	$293,568	$854,544	$2820	
2	Roo's	$10,750	$129,000	$10,750	$129000	$10,750	$129,000	$387,000	$3750	
3		$_____	$_____	$_____	$_____	$_____	$_____	$_____	$_____	
4		$_____	$_____	$_____	$_____	$_____	$_____	$_____	$_____	
5		$_____	$_____	$_____	$_____	$_____	$_____	$_____	$_____	
6		$_____	$_____	$_____	$_____	$_____	$_____	$_____	$_____	

Document and Responsiveness Check

No.	Signed Bid Sheet	Authorized Signature	Sales Tax No.	Alternate #1 Included	Addenda Acknowledged	Math Checked	Follow-up / Irregularities
1 Herm's	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☒ N/A	☒ Yes ☐ No	
2 Roo's	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☒ N/A	☒ Yes ☐ No	
3	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No	
4	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No	
5	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No	
6	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No	

Apparent low base bid (subject to review): Roo's Sanitation **Apparent amount:** $387,000

Alternate #1 note: The bid packet requests an annual sum for contractor-provided dumpsters at listed City-owned properties.

SPECIFICATIONS FOR SOLID WASTE HAULING CONTRACT

1. **Term of Agreement:** The parties hereto agree that this agreement shall be for a period of three (3) years commencing on January 1, 2027 and terminating on December 31, 2029. The contract may be renewed for an additional period not to exceed three (03) years upon agreement of both parties which shall be negotiated and agreed upon by the parties no later than September 1st of the year the contract expires.

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, 2027 through December 31, 2027: $10,750/month

   January 1, 2028 through December 31, 2028: $10,750/month

   January 1, 2029 through December 31, 2029: $10,750/month

   Payment shall be due and payable to Contractor at 27988 471st Avenue, Worthing SD, 57077, 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 notifying City via email and customers via email and social media post 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. **Notification of Service Changes:** Contractor agrees that any changes to customer services which require the collection of additional waste or if residential customers have more than one (1) container, Contractor shall notify City of the additional containers so that customers can be billed for the additional waste being collected. In addition, Contractor shall notify City of any additional commercial customers who are added to the collection schedule or require additional containers so that those customers can be billed accordingly.

6. **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.

7. **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 Hartford, South Dakota.

8. **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.

   The Contractor shall use all due care in the handling of all containers for households and commercial customers and shall further be responsible for all damage occurring because of mishandling of said containers. Upon the handling and loading of solid waste on Contractor's vehicle, title, responsibility and risk of loss for the garbage shall pass to the Contractor and the Contractor shall defend, indemnify and hold the City harmless of any subsequent damage, expense, loss, fines or other liability connected with the garbage. The Contractor may decline to load the solid waste from any container not accessible to the Contractor at the scheduled time of pick-up. The Contractor may decline to load waste containing sharp objects or excess liquids. Should the Contractor decline to load waste, they shall inform the City as soon as possible, but within two days, of the reason the waste was not collected, i.e. hazardous waste, improper container placement, etc..

9. **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.

10. **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.

11. **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.

12. **City Containers:** Contractor shall at all times be responsible for collecting solid waste from containers servicing City owned property including containers in downtown Beresford which shall be collected weekly.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Tipping Fees & Weight Tickets:** The City of Beresford shall pay the tipping fees associated with the Sioux Falls Regional Sanitary Landfill or such other facility as is designated by City for disposal of solid waste.

18. **Escalator Clause:** If the number of stops increases by twenty-five (25) over the total on record on January 1, 2027, the City Council will consider an adjustment to the contract upon the request of the hauler.

19. **Fuel Surcharge/Reduction.** If the average monthly diesel fuel price per gallon has exceeds $5.25 per gallon 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 $3.76 per gallon the City shall be entitled to a reduction in the monthly contract. To incorporate a fuel surcharge or a reduction for any particular month, the City will use the AAA Daily diesel fuel gauge report on the 1st of each month starting Feb. 1, 2027 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.

Average Monthly Fuel Charge Range Fuel Surcharge/Reduction

$3.01 to $3.25	-3%
$3.26 to $3.50	-2%
$3.51 to $3.75	-1%
$3.76 to $5.25	0%
$5.26 to $5.50	+1%
$5.51 to $5.75	+2%
$5.76 to $6.00	+3%
$6.01 to $6.25	+4%

20. **Binding Effect:** This agreement shall be construed according to the laws of the State of South Dakota and shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.