

**BERESFORD CITY COUNCIL
REGULAR MEETING AGENDA
Monday, June 7, 2021 7:00 P.M.
Beresford City Council Chambers – 103 N. 3rd St.**

[1] – Call to Order & Roll Call

[2] – Adopt Agenda

[3] – Approve Minutes – May 17, 2021 and May 24, 2021

[4] – Public Hearing - On & Off Sale Malt Beverage & SD Farm Wine license and On & Off Sale Retail Wine and Cider license for Family Dollar Store, 1108 W. Cedar, Suite 6

[5] – Visitors to be heard

- Chelsea Myers – request to place stop sign on S. 2nd St.
- Joanne Paulson – Old Fashioned Weekend update

[6] – Committee/Mayor Reports

- Parks Committee – update on gun club usage

[7] – Department Head and City Administrator Reports

[8] – Old Business

- Consider second reading of Ordinance 2021-03 A Temporary Ordinance Regarding the Issuance of Local Medical Cannabis Establishment Permits and/or Licenses
- 2021 Multi-Community Asphalt Surface Treatment Project
 - Agreement Form for approval
 - Notice to Proceed

[9] – New Business

- Accept 2020 Audit Report
- Resolution 2021-05 – establishing fees for New Underground and Small Commercial Secondary Service (200-amp or less) and temporary services
- Request to become a Purple Heart Community
- Purchase Agreement for the North Forty Feet of Lot 9 and ½ of vacated alley and ½ of vacated North Maple Street adjacent thereto, Harkers & Green Addition to the City of Beresford
- Review 2021 Mayoral Appointments
- Seasonal Hires for parks and pool
- Subsidy drawn down request from Beresford Cemetery Association
- Subsidy draw down request from Beresford Women Entrepreneurs
- Transfer generator from Beresford Fire Dept. to Alcester Fire Dept.
- Seasonal Hire for Bridges Clubhouse
- Lewis and Clark Regional Water System Annual Membership Meeting information

[10] – Discussion & Information Items

[11] – Approval of Travel Requests

- 2021 Elected Officials Workshop – July 14, 2021, Pierre, City Council

[12] – Payment of Bills

[13] – Executive Session – Proprietary

[14] – New Business –

- Electric Service Agreement for Approval

[15] – Adjournment

Welcome to your City Council Meeting

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

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

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

Topic: City Council Meeting Monday June 7, 2021

Time: June 7, 2021 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 546 078 0834

Passcode: **Beresford**

One tap mobile

+12532158782,,5460780834#,,,,*140120663# US (Tacoma)

+13462487799,,5460780834#,,,,*140120663# US (Houston)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 546 078 0834

Passcode: 140120663

Find your local number: <https://us02web.zoom.us/j/5460780834?pwd=bittbHg1QjJ5SDYxaUFOb0VGZ3crQT09>

BERESFORD CITY COUNCIL

Monday, May 17, 2021

The Beresford City Council met in regular session in City Council Chambers at 7:00 p.m.

Members Present: Mayor Nathan Anderson presiding, Troy Boone, Troy Doeden, Will Roelke, Art Schott

Also Present: Elaine Johnson, Finance Officer; Jerry Zeimetz, City Administrator; Tom Frieberg, City Attorney.

Absent: Teresa Sveeggen and Mike Tiedeman

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

Approve Minutes: A motion to approve the minutes from the May 3, 2021 meeting was made by Doeden and seconded by Boone. All present Council members voted aye; motion carried.

Department Head/City Administrator Reports

Elaine Johnson, Finance Officer - April Financial Report: Johnson highlighted some atypical income and expense items for the month of April. A motion to accept the April, 2021 financial reports was made by Boone and seconded by Schott. All present Council members voted aye; motion carried.

Jerry Zeimetz, City Administrator – Coronavirus State and Local Fiscal Recovery Funds: Zeimetz shared information from the South Dakota Municipal League regarding Coronavirus State and Local Fiscal Recovery Funds. Beresford will receive approximately \$345,000 to be used toward specific expenses as outlined in the handout. Zeimetz will update Council on details when the information is available.

New Business

Plat Review: Zeimetz explained the plat request made by AMS Building Systems at Ash Creek Drive. Upon recommendation from the Planning and Zoning Committee, a motion was made by Schott to approve plat of Lots 14 thru 18, Block 2, Bridge's 2nd Addition Tract 4A. The motion was seconded by Doeden and all present Council members voted aye; motion carried.

Street Closure Request: Gerald Dahlin of DAD's Repair requested closure of a section of N. 16th Street for the Old-Fashioned Weekend Car Show. Schott made a motion, second by Roelke, to close the 200 Blk of N. 16th St. on Saturday, July 31 from 8 a.m. to 4 p.m. All present Council members voted aye; motion carried.

Public Hearing: A motion to hold a public hearing on June 7, 2021 at 7 p.m. for a new On- and Off-Sale Malt Beverage and SD Farm Wine license and On- and Off-Sale Retail Wine and Cider license from Family Dollar Store #32699 was made by Schott and seconded by Doeden. All present Council members voted aye; motion carried.

Part-Time Hire: A motion was made by Doeden, second by Schott, to hire Roxy Johnson part-time at \$9.45/hour for the Bridges Clubhouse. All present Council members voted aye; motion carried.

Discussion & Information Items

Special Meeting: A motion was made by Schott to hold a special Planning Commission and City Council meeting on May 24, 2021 at 6:30 p.m. to review proposed Ordinance #2021-03, a temporary ordinance regarding the issuance of local medical cannabis establishments permits and/or licenses. Roelke seconded the motion and all present Council members voted aye; motion carried.

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

Adtran, maintenance. contract, \$375.00; Alliance Comm. Corp., toll settlement, \$406.84; Aramark, meals, \$101.00; Azar Comp. Software, digital service center, \$250.00; Baker & Taylor, books, \$626.31; Ban-Koe Co., fire alarm panel/water heater, \$2006.65; Banner Assoc., 2021 WW planning, \$3260.00; Beal Dist., beer, \$3030.65; BMT, labor/equip, \$1954.50; Beresford Republic, subscription, \$224.00; Border States Elec., pipe, \$3359.30; Brosz Engineering, chip seal project, \$3500.00; C&R Supply, supplies, \$93.76; Capital One Trade Credit, equipment, \$94.99; Cengage Learning, book, \$30.39;

Center Point Large Print, books, \$53.84; Centerville Farm & Auto, supplies, \$169.16; CenturyLink, 911 circuit, \$108.07; Chesterman, resale, \$543.26; CHS, fuel, \$1370.31; City of SF Public Works, tipping fees, \$4606.38; Core & Main, meters, \$892.98; Dakota Beverage, beer, \$2087.60; Dakota Fluid Power, repair, \$954.30; Eastway Auto, service, \$22.90; ECHO Group, transmission equip., \$1166.64; Express Comm., toll settlement, \$3012.15; Farr Tech., engineering fees, \$14,504.50; Fiesta Foods, resale, \$26.17; First Bank & Trust, GO bond, \$4399.94; Frieberg, Nelson & Ask, city attorney, \$2332.50;

John Ganschow, clothing, \$46.82; GT Golf Sup., merchandise, \$40.01; Heggies Pizza, resale, \$164.85; Hydro Klean, sewer main televising, \$14,469.62; Intense Graphics, clothing/merch., \$1371.66; Iowa Info., advertising, \$159.95; Jack's Uniforms, clothing, \$600.00; Jet Truck Plaza, fuel, \$308.94; Johnson Bros. Famous Brands, liquor, \$1871.55; KCL Group Benefits, insurance, \$132.60; David Larson, server update, \$2000.00; Anthony Laurvick, clothing, \$91.21; Lewis & Clark RWS, water, \$19,823.05; Menards, repair, \$183.78; Mid America Comp. Corp., billing fee, \$2607.14; Midwest Tape, DVDs, \$107.95;

Mr. Golf Car, lease golf cars, \$6075.00; Nexstar Broadcasting, affiliate fees, \$149.45; Northern State Univ., lodging, \$100.00; Office Depot, supplies, \$199.60; Patriot Comm., FTTH, \$53,124.00; Power & Tel, supplies, \$3574.56; Quill, supplies, \$340.01; Republic Nat'l Dist., liquor, \$833.44; Roo's Sanitation, disposal serv., \$4800.00; Rovi Guides, guides, \$627.05; SD Dept. of Rev., sales tax, \$28,844.27; SD Epath, E911 surcharges, \$660.00; SD Municipal League, training, \$75.00; SD State Treasurer, telecommunications relay service, \$82.10; SDN Communications, internet access, \$2378.80; SEAF0G, dues, \$30.00;

Showtime Networks, affiliate fees, \$71.50; Southern Glazer's, liquor, \$1879.04; The Tessman Co., chemicals, \$4282.51; Toast, BMLS CC fees, \$254.29; Total Stop, fuel, \$1987.29; Transource, filters, \$484.63; US Foods, food, \$1751.93; Rob Van Ballegooyen, boots, \$30.00; Vast Broadband, service, \$53.51; Walt's Homestyle Foods, resale, \$42.00; Washington Nat'l Ins., insurance, \$84.30; Wellmark BC/BS of SD, insurance, \$33,799.05; WESCO Dist., east substation, \$1285.08; Wholesale Supply Co., resale, \$270.25.

Executive Session: A motion was made by Doeden, second by Boone to enter into Executive Session at 7:19 p.m. to discuss legal and proprietary matters.

Mayor Anderson declared Council out of Executive Session at 8:00 p.m. No action was taken.

Adjournment: As there was no further business, the meeting adjourned the meeting at 8:01 p.m.

Elaine Johnson, Finance Officer
Recorded by Kathy Stuessi

Joint Beresford Planning Commission / Beresford City Council
Special Meeting – May 24, 2021

The Beresford Planning Commission along with the Beresford City Council met in a special meeting session in the City Council Chambers at 6:30 p.m.

Council Members Present: Mayor Nathan Anderson presiding, Troy Boone, Troy Doeden, Art Schott, Teresa Sveeggen, Michael Tiedeman and William Roelke.

Planning Commission Present: Chairman Larry Bork, Michael Borah, Lennis Hofer, Brad Muller and Stanford Peterson.

Members Absent: None

Also Present: Elaine Johnson, Finance Officer, Jerry Zeimetz, City Administrator, and Tom Frieberg, City Attorney.

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

Adopt Planning Commission Agenda: A motion was made by Borah and seconded by Peterson to adopt the agenda. All present Planning Commission members voted aye; motion carried.

Joint Public Hearing Regarding Ordinance #2021-03 A Temporary Ordinance Regarding the Issuance of Local Medical Cannabis Establishment Permits and/or Licenses

Attorney Frieberg reviewed the temporary ordinance with both the Planning Commission and City Council. After a brief discussion Planning Commissioner Peterson made the motion, seconded by Planning Commissioner Muller to recommend approving Ordinance #2021-03 passing it along to Council for review. All present Planning Commission members voted aye, motion carried.

As there was no further Planning Commission business, at 6:38 pm Borah made the motion to adjourn seconded by Hofer.

City Council gives 1st Reading of Ordinance #2021-03 A Temporary Ordinance Regarding the Issuance of Local Medical Cannabis Establishment Permits and/or Licenses

The 1st reading of Ordinance #2021-03 was held and placed on file at City Hall.

Tiedeman made the motion, seconded by Doeden to set the 2nd reading of Ordinance #2021-03 for June 7, 2021 at the regular City Council meeting.

Adjournment: As there was no further business, Mayor Anderson adjourned the meeting at 6:39 p.m.

Elaine Johnson, Finance Officer

**NOTICE OF HEARING
UPON APPLICATION FOR SALE OF ALCOHOLIC BEVERAGES**

Notice is hereby given that the following license applications for the sale of Malt Beverages and wine produced by a South Dakota farm winery for the year July 1, 2021 through June 30, 2022 and Retail Wine and Cider for the year January 1, 2021 through December 31, 2021 has been filed in the City Finance Office, Beresford, South Dakota.

On & Off Sale Malt Beverage & SD Farm Wine:

Family Dollar Store #32699
1108 W. Cedar St. Suite 6
Beresford, SD 57004

On & Off Sale Retail Wine and Cider:

Family Dollar Store #32699
1108 W. Cedar St. Suite 6
Beresford, SD 57004

The new applications will be considered on June 7, 2021 at the Beresford Council Chambers, 103 N 3rd St. Beresford, SD in conjunction with the regular City Council meeting, which convenes at 7:00 p.m.

Any person or their representative may appear and be heard for or against approval of said licenses.

Dated at Beresford, South Dakota this 17th day of May, 2021.

Elaine Johnson, Finance Officer

(Publish: May 27th, 2021)

ORDINANCE NO. 2021-03

**A TEMPORARY ORDINANCE REGARDING THE ISSUANCE OF LOCAL MEDICAL CANNABIS
ESTABLISHMENT PERMITS AND/OR LICENSES.**

WHEREAS, a local government may enact an ordinance not in conflict with SDCL Chapter 34-20G, governing the time, place, manner, and number of medical cannabis establishments in the locality. A local government may establish civil penalties for violation of an ordinance governing the time, place, and manner of a medical cannabis establishment that may operate in the locality. A local government may require a medical cannabis establishment to obtain a local license, zoning permit, or registration to operate, and may charge a reasonable fee for the local license, zoning permit, or registration.

WHEREAS, the Municipality of Beresford, SD ("Municipality"), makes a preliminary finding that the Municipality's current regulations and controls may not adequately address the unique needs and impacts of medical cannabis establishments as defined in SDCL 34-20G-1;

WHEREAS, medical cannabis state laws under SDCL 34-20G are effective July 1, 2021. The South Dakota Department of Health shall promulgate rules pursuant to chapter 1-26 not later than October 29, 2021, as defined by SDCL 34-20G-72. During the time between July 1, 2021 and potentially as late as October 29, 2021, local units of government will not yet know standards for medical cannabis and will not be able to adequately assess the local zoning and licensing requirements necessary to approve local permits and to better ensure applicants have a more predictable permitting process and avoid stranded investments.

WHEREAS, the Municipality makes a preliminary finding that the Municipality needs further study of the relationship of medical cannabis establishments to the Beresford Comprehensive Plan and Zoning Ordinance. The public interest requires that the Municipality study, analyze, and evaluate the impacts of medical cannabis establishments and to fully explore the impacts of any proposed regulations regarding medical cannabis establishments;

WHEREAS, the Municipality makes a preliminary finding that it would be inappropriate for the Municipality to issue a local permit or license to a medical cannabis establishment prior to the South Dakota Department of Health's promulgation of regulations governing the same;

WHEREAS, the Municipality hereby exercises its authority under SDCL 11-4-3.1 and/or SDCL 9-19-13, and the Municipality Charter to establish a temporary ordinance regarding the issuance of any local permits/licenses for medical cannabis establishments within the Municipality;

WHEREAS, a temporary ordinance will ensure that more comprehensive zoning ordinance and building permit changes, licensing permits, and any proposed amendments to the Municipality's Comprehensive Plan can be completely examined with adequate public input from citizens, business interests, and medical cannabis industry representatives;

WHEREAS, the Municipality finds that a temporary ordinance is reasonable to preserve the status quo and prevent significant investment pending the outcome of the above study and any proposed regulations emanating therefrom;

WHEREAS, the Municipality finds that the following ordinance is necessary to protect and immediately preserve the public health, safety, welfare, peace and support of the municipal government and its existing public institutions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BERESFORD, SD:

Section 1. Temporary Ordinance – Application for Local Permit/License

A medical cannabis establishment desiring to operate in the Municipality shall be required to apply for a permit and/or license from the Municipality. Applications for a local permit and/or license to operate a medical cannabis establishment, as defined by SDCL 34-20G-1, shall not be accepted until the South Dakota Department of Health has promulgated regulations as required by SDCL 30-20G-72. Any application received prior to such regulations being promulgated shall be denied.

Section 2. Immediate Effect.

This ordinance is necessary to protect and immediately preserve the public health, safety, welfare, peace, and support of the municipal government and its existing public institutions pursuant to SDCL 11-4-3.1 and SDCL 9-19-13.

Date adopted: June 7, 2021

Nathan Anderson, Mayor

ATTEST:

Elaine Johnson, Finance Officer

1st Reading:	<u>May 24, 2021</u>
2nd Reading:	<u>June 7, 2021</u>
Date Adopted:	<u>June 7, 2021</u>
Date Published:	<u>June 17, 2021</u>
Effective Date:	<u>June 17, 2021</u>

**SECTION 00520
AGREEMENT FORM**

This Agreement is dated as of the 19th of May in the year 2021 by and between City of Beresford, hereinafter called "Owner" and Asphalt Surface Technologies Corp.* hereinafter called "Contractor". Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows: * aka ASTECH Corp.

ARTICLE 1. WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Asphalt Surface Treatment

ARTICLE 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2021(01) Multi-Community Asphalt Surface Treatment

ARTICLE 3. ENGINEER

3.01 The Project has been designed by Brosz Engineering, Inc., who is hereinafter called "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIME

4.01 Time of the Essence.

A. All the time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Completion Date.

A. The Work shall be fully completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by September 18, 2021.

4.03 Liquidated Damages.

A. For each calendar day the contract Work remains uncompleted after the specified contract completion date, including approved adjustments, a daily charge/deduction will be made against the contract. This deduction is for liquidated damages for added Owner contract administration costs for failure to complete the work on time. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$450 for each calendar day that expires after the time specified in Paragraph 4.02, including approved adjustments, until the final completion of Work.

ARTICLE 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached to this Agreement. Estimated quantities used for Bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit Prices have been computed as provided in Paragraph 11.03 of the General Conditions. The Contract Price of your Contract is \$67,368.46.

ARTICLE 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

6.02 Progress Payments; Retainage:

A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item.

1. Prior to Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

a. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.

b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentations satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).

2. Upon Substantial Completion, if applicable, and at the Owner's discretion, the amount of retainage may be further reduced if requested by the Contractor.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

ARTICLE 7. INTEREST:

7.01 All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS:

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, or furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibilities for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of constructions to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9. CONTRACT DOCUMENTS:

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Invitation to Bid (Section 00100, 1 page).
 - 2. Instruction to Bidders (Section 00200, 4 pages).
 - 3. Bid Form (Section 00300, 3 pages).

4. Notice of Intent to Sublet (Section 00310, 1 page).
 5. Bid Bond (Section 00435, 2 pages).
 6. Notice of Award (Section 00510, 1 page).
 7. Agreement Form (Section 00520, 6 pages).
 8. Notice to Proceed (Section 00550, 1 page).
 9. Performance Bond (Section 00610, 3 pages).
 10. Payment Bond (Section 00615, 3 pages).
 11. Change Order (Section 00630, 1 page).
 12. Standard General Conditions (Section 00700 EJCDC No. C-700, 66 pages).
 13. Supplementary Conditions (Section 00800, 10 pages).
 14. Plan Notes (Section 0090, 13 pages).
 15. Drawings (14 pages).
 16. Addenda (as generated).
 17. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to _____).
 - b. Contractor's Notice to Sublet (pages 1 to _____).
 18. The following documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Executed Notice to Proceed.
 - b. Executed Work Change Order(s).
- B. The documents listed in paragraph 9.01.A are included in the Project Manual (expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 10. MISCELLANEOUS:

10.01 Terms.

- A. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract.

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may come due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns.

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability.

- A. Any provision of part of the Contract Documents held to be void or unenforceable under and Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

one (1) copy

IN WITNESS WHEREOF, Owner and Contractor have signed ~~two (2) copies~~ ^{three (3) copies} of Agreement. One (1) counterparts have been delivered to Owner, one (1) to Contractor and one (1) to Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on May 19, 2021, 2021 (which is the effective date of the Agreement).

OWNER _____

CONTRACTOR Asphalt Surface Technologies Corp. aka ASTECH Corp.

BY _____
(Signature)

BY Dale R Strandberg
(Signature) Dale R Strandberg VP

Attest _____
(Signature)

Attest Mary L. Aschenbrenner
Mary L. (Signature) Aschenbrenner, VP/Sec.

Address for giving notices:

Address for giving notices:
PO Box 1025
St. Cloud MN 56302

Phone No. _____

Phone No. 320-363-8500

Fax No. _____

Fax No. 320-363-8700

(CORPORATE SEAL)
(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.

(SEAL) (NO CORPORATE SEAL)
Contractor Registration No. 7000-1206-HC/1013-0748-ET

Agent for service of process:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.) Evidence is the same as submitted with bid.

**SECTION 00550
Notice to Proceed**

Date: _____

Project: 2021 Multi-Community Asphalt Surface Treatment

Owner: City of Beresford

Owner's Contract No.: 2021(01)

Engineer's Project No.: 2104149

Contractor: ASTECH Corp.

Contractor's Address: PO Box 1025, St. Cloud, MN 56302

You are notified that the Contract Times under the above Contract will commence to run on June 1, 2021. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Final Completion is September 18, 2021.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Schedule a Pre-construction Meeting; to schedule contact Brosz Engineering, Sioux Falls.

Owner

Authorized Signature

Title

Date

jerry@bmtc.net

From: Hannah Mulder <hmulder@lincolncountysd.org>
Sent: Friday, May 28, 2021 10:23 AM
To: jerry@bmtc.net
Subject: Purple Heart Community
Attachments: SDPurpleHeartTrail.pdf; PHTrailProcedures.docx; Minnehaha.jpg; Turner.jpg

Hello!

I put together a few things for you to look at in your free time to help guide you and tell you a little more about what all entails becoming a Purple Heart Community. I also put the steps we as a County (Lincoln & Union) will take to achieve this goal. Here is the official website for the MOPH: <https://www.purpleheart.org/PurpleHeartTrail> I also enclosed some pictures of local counties when they received their signs and parking passes as well. If you have any more questions, please don't hesitate to reach out. Thank you for your time!



Hannah Mulder
Human Resources / Veterans Services
Technician
P 605.764.6609
104 N. Main Street
Canton, SD 57013
lincolncountysd.org

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[Revised 01 January 2021]

Military Order of the Purple Heart Purple Heart Trail Considerations Recommended Procedures

General Information:

The Purple Heart Trail program began in 1992 at Mt. Vernon, Virginia. The goal was to make the public aware of the Purple Heart Medal and what the medal represented. Roads, bridges, highways, and trails were designated as a part of the Purple Heart Trail. The Purple Heart Trail grew so did the request from businesses, colleges, universities, cities, towns, sports teams, airports, buildings, and many others.

The Purple Heart designation is an "Outward expression of an internal desire to recognize and Honor recipients of the Purple Heart". The Purple Heart is presented to men and women of all military services that have been injured or killed in action against an enemy of the United States.

The Process to become a Purple Heart Designated Location:

Each State has a Department Commander and several Chapters, the process begins when a Department or Chapter Commander is notified that a location is interested in being designated a Purple Heart entity. It is recommended that a meeting be arranged to talk about options, dates of presentation and other items that will enhance the experience of Purple Heart recipients, their families, and members of the community.

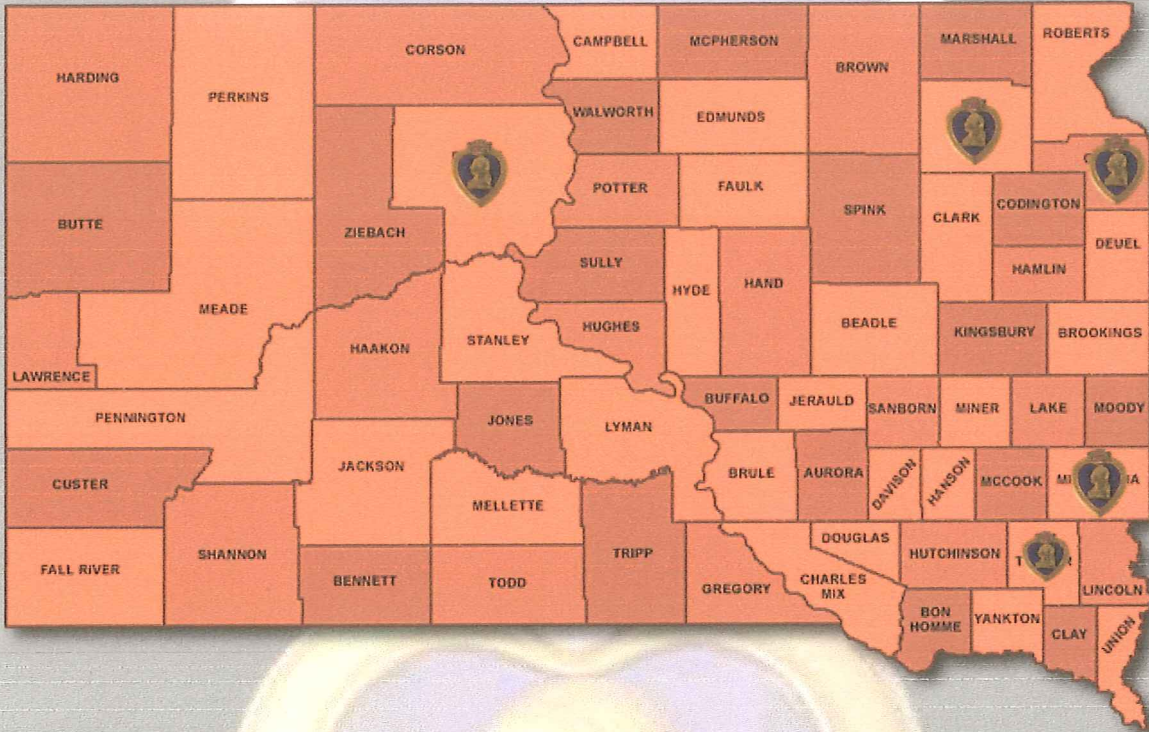
Options for types of activities that Purple Heart locations can provide:

1. Many Cities, Towns, and Counties have canvassed their citizens through news releases and notifications to churches and businesses to find Purple Heart recipients. Family members and Gold Star Families will have pictures and stories of their loved ones that have received the Purple Heart. The idea is to collect the information, stories and pictures and develop a booklet that others can see and read about the men and women of their community. Once the information is collected and published a date is set for a "Meet and Greet" where the families and recipients of the Purple Heart can have a cup of coffee and a cookie to talk about their family member. At this point the leadership of the community reads a Proclamation and is presented with a Plaque designating the City, Town, or County as a Purple Heart City, and placed on the Purple Heart Trail website.
2. Provide Purple Heart recipients with tax relief, reduced fees at parks, zoos, parking facilities and public events. Set aside August 7th each year as National Purple Heart Day, place signs that indicate that this location is a Purple Heart entity.

3. Businesses, Universities, Colleges, and other Learning Institutions will provide a Veterans Oasis or study area. Provide a reception to honor Purple Heart recipients and other veteran as students or business employees.
4. Sports teams, Stadiums and Medical Facilities draw from a large area and may not be able to have contact information to canvas individuals that use their facilities. These Facilities can still be a Purple Heart entity and will create an event that will lift our Purple Heart families and recipients with things like a Purple Heart game or Day.
5. Options to provide Purple Heart Recipients, and their families the honor they deserve is not limited to any one option. There are many stories that have never been told, some families receive the Purple Heart in the mail, and they need to be able to tell the story about their love ones.

Daniel M. Eddinger
Major, USA, (Ret)
National Coordinator
Purple Heart Trail
commander.mophct@gmail.com
828 707-5131

SOUTH DAKOTA PURPLE HEART ENTITIES



CITIES

- ❶ Corsica, SD 57328
- ❷ Garretson, SD 57030
- ❸ Mitchell, SD 57301
- ❹ Parker, SD 57053
- ❺ Pierre, SD 57501
- ❻ Rapid City, SD 57701
- ❼ Sioux Falls, SD 57117

COUNTIES

- Day County, SD 57274
- Dewey County, SD 57656
- Grant County, SD 57252
- Minnehaha County, SD 57104
- Turner County, SD 57073

COLLEGES/UNIVERSITIES

- South Dakota State University, 1175 Medary Ave,
Brookings, SD 57006

OTHER LOCATIONS

- ABN Army Surplus, 1520 W 3rd St, Sioux Falls, SD
57104
- Big Paws Canine Inc., 3211 S Carolyn Ave, Sioux
Falls, SD 57106
- Cattleman's Club Steakhouse in Pierre & Mitchell, SD
- Cheyenne River Sioux Reservation, Eagle Butte, SD
57625
- Lower Brule Sioux Tribe- Purple Heart Reservation

- Nordstrom Auto Recycling, 25513 480th Ave,
Garretson, SD 57030
- Sisseton-Wahpeton Oyate-Lake Traverse Reservation,
12554 BIA Hwy. 711, Agency Village, SD 57262


PURPLE HEART TRAIL ROUTES

- I-90- Running from Wyoming Border to Minnesota
Border





RESERVED
COMBAT

WOUNDED

MINNEHAHA

A PURPLE HEART
COUNTY


VETERANS
PARKING
ONLY
THANK YOU
FOR YOUR SERVICE

MINNEHAHA

A PURPLE HEART
COUNTY

MINNEHAHA

A PURPLE HEART
COUNTY

MINNEHAHA

A PURPLE HEART
COUNTY

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made and entered into this _____ day of June, 2021 by and between HARLEY SALBERG, a single person, of 202 N. 2nd Street, Beresford, South Dakota, 57004, hereinafter referred to as "Seller", and THE CITY OF BERESFORD, a municipal corporation of 101 N. 3rd Street, Beresford, South Dakota, 57004, hereinafter referred to as "Buyer", WITNESSETH:

1. **Agreement.** Buyer agrees to purchase from Seller and Seller agree to sell to Buyer, upon the terms and conditions hereinafter set forth, property legally described as follows:

Th North Forty Feet of Lot 9 and ½ of vacated alley and ½ of vacated North Maple Street adjacent thereto, Harkers & Green Addition to the City of Beresford, Lincoln County, South Dakota.

2. **Consideration.** As consideration Buyer agrees to pay to Seller the sum of Twenty-five Thousand Dollars (\$25,000.00). A down payment of One Dollar (\$1.00) will be made upon execution of this Agreement and deposited into the trust account of Frieberg, Nelson and Ask, LLP. The balance shall be paid at closing, which shall occur on or before June 20, 2021.

3. **Taxes.** Seller agrees to pay the 2020 taxes due and payable in 2021 and the pro-rated real estate taxes for the year 2021 up to the date of closing in the form of a credit Buyer will receive at closing. The pro-rated taxes shall be based upon

the 2020 real estate taxes due and payable in 2021. As a result of the credit, Buyer will be responsible for the 2021 taxes due and payable in 2022 and for taxes due thereafter.

4. **Closing Service/Surveying Fees.** The closing service, document preparation and surveying fees shall be split equally by Seller and Buyer. Buyer will pay the recording fee for the Warranty Deed, payable to the Register of Deeds.

5. **Warranty Deed.** Seller shall transfer title to the property to Buyer by a good and sufficient Warranty Deed.

6. **Title Insurance.** The parties agree that title insurance shall be provided and that the cost thereof shall be equally split by the parties. Seller will promptly take proper steps to overcome any legal and valid objections to the title. Upon final payment, Seller shall transfer title to the property to Buyer by a good and sufficient Warranty Deed.

7. **Closing.** Closing shall be on or before June 20, 2021, at the offices of Frieberg, Nelson & Ask, LLP, 115 N. 3rd Street, Beresford, South Dakota, or at such other place as the parties mutually agree.

8. **Binding Effect.** The parties hereto agree that this agreement shall be binding upon themselves, their heirs, assigns, successors in interest and personal representatives.

9. **Applicable Law.** The parties hereto agree that this purchase agreement shall be construed and interpreted under the laws of the State of South Dakota.

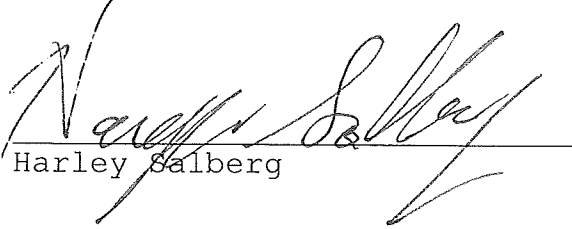
10. **Counterparts.** The parties agree that this purchase agreement may be executed in counterparts and that the separate execution of the same by all parties shall cause the agreement to be binding.

11. **Waiver of Conflict of Interest.** The parties thereto agree that they have requested Thomas H. Frieberg of Frieberg, Nelson & Ask, LLP, Beresford, South Dakota to prepare the necessary documents to affect this sale. By execution of this Real Estate Purchase Agreement, the parties do hereby waive any conflicts of interest and agree that the terms hereof are known by the parties and being entered into freely and voluntarily and that they reflect the agreement of the parties. To the extent that there is any conflict of interest involved in completing this transaction, by execution of this agreement the parties do waive such conflict of interest and agree to completion of the transaction as set forth hereinabove.

IN TESTIMONY WHEREOF, the parties hereto have set hereunto set their hands the day and year hereinabove first written.

Dated this _____ day of June, 2021.

SELLER:



Harley Salberg

BUYER:
CITY OF BERESFORD

BY: _____
Its Mayor

jerry@bmtc.net

From: alison@bmtc.net
Sent: Friday, June 4, 2021 3:16 PM
To: jerry@bmtc.net; Greg Bates
Subject: RE: Hires for 6/7/2021 Meeting

Jerry,

One more hire for Greg with the Pool.

Lifeguard:

- Levi Gillespies \$11.00/hr.

Thanks!

Alison O'Connell

City of Beresford / Finance Assistant
101 N 3rd St. Beresford, SD 57004
605-763-2008
alison@bmtc.net

From: alison@bmtc.net <alison@bmtc.net>
Sent: Thursday, June 3, 2021 2:07 PM
To: 'jerry@bmtc.net' <jerry@bmtc.net>; Greg Bates (gregorybates18@yahoo.com) <gregorybates18@yahoo.com>
Subject: Hires for 6/7/2021 Meeting

Jerry,

Greg stopped in with the following applicants to hire for the summer.

Lifeguards:

- Carly Lewison \$11.00/hr.
- Kelly Johnson \$11.00/hr.
- Summer Roelke \$11.75/hr. ← Pending recertification

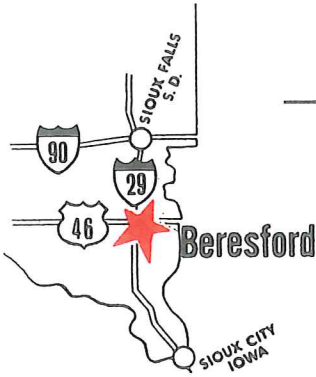
Parks:

- Issac Ward \$10.45/hr.

Thanks!

Alison O'Connell

City of Beresford / Finance Assistant
101 N 3rd St. Beresford, SD 57004
605-763-2008
alison@bmtc.net



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

MUNICIPAL SUBSIDY DRAWDOWN REQUEST

CITY OF BERESFORD

Beresford Cemetery Association hereby requests the drawdown of the monetary subsidy appropriated for the agency on the FY2021 Municipal Budget in the amount of \$1,500.

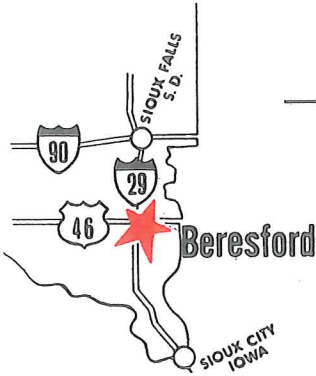
Attached is the required financial statement to be filed in lieu of a formal audit, as per statute.

Authorized Signature: _____

Date: _____

6-4-21

Inv. # 2021
2021 Subsidy
101-4540-42969



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

MUNICIPAL SUBSIDY DRAWDOWN REQUEST

CITY OF BERESFORD

Beresford WE: Women Entrepreneurs hereby requests the drawdown of the monetary subsidy appropriated for the agency on the FY2021 Municipal Budget in the amount of \$1,500.00.

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

Authorized Signature: *Sunny Burtad*
Date: 6-1-21

We Women Entrepreneurs
Expenses for 2020

5/28/20	Flowers by Bob	557.52
6/20	Casey's (gas for watering)	25.00
7/20	Casey's (gas for watering)	20.00
7/15/20	Flowers by Bob (flowers)	42.60
8/20	Flowers by Bob (fertilizer)	75.00
10/20	Ginny Gustad(Halloween treats Reimbursed)	78.90
11/20	Dollar General (Christmas Treats for hand out)	105.50
5/28/21	Flowers by Bob (new liners And flowers)	741.63



46986 Monty Street
Tea, SD 57064

www.lcrws.org

Phone: 605.368.2400
Fax: 605.368.2800

TO: Lewis & Clark Members
FROM: Lori Seten, Business Manager
RE: Annual Membership Meeting

Thirty-first Annual Membership Meeting

The Board of Directors of the Lewis & Clark Regional Water System has set Thursday, June 24, 2021, as the date for the Thirty-first Annual Membership Meeting. The Official Notice is enclosed.

The schedule of events for the evening is as follows:

Social Hour ~ 4:30 pm.

Banquet Meal followed by Annual Meeting ~ 5:30 pm.

According to the By-Laws each member's delegate shall be represented by the Director of such member or, if that person is unavailable, the alternate shall be the Mayor of the municipality or city or the President/Chairman of the rural water system. If you would like to select a different delegate/alternate, please fill out the enclosed form and return to the Lewis & Clark office by June 18.

Official Notice

Annual Membership Meeting

In accordance with Article III, Section I of the Lewis and Clark Rural Water System, Inc. By-laws, notice is hereby given of the Thirty-first Annual Membership Meeting.

The Meeting will be held at 5:30 pm on Thursday, the Twenty-fourth of June, the year Two Thousand Twenty-one. It will be held in the Tea Events Hall, 205 S. Main St, Tea, South Dakota.

The order of business shall be as printed on the attached agenda, along with any such other business as may come before the meeting.

You are cordially invited to attend.



Todd Uhl, Secretary

June 1, 2021
Date

By default a member's delegate is their director on the Lewis & Clark Board and the alternate is their Mayor or Board Chairman. If you want to select a different delegate and/or alternate, please fill out this form and return to the Lewis & Clark office by June 18. No need to return this form if you are utilizing your default representation.

Member System: _____

Delegate: _____

Alternate: _____

I hereby certify the above persons were duly authorized at a meeting of our governing body on _____, 2021.

Authorized Signature

Date



Lewis & Clark Regional Water System
Annual Membership Meeting

Tentative Agenda

1. Call to Order ~ Chairman Murray Hulstein
2. Introductions ~ Troy Larson
3. Proof of Mailing & Report of Quorum ~ Secretary Todd Uhl
4. Minutes of June 25, 2020 Annual Membership Meeting ~ Secretary Uhl
5. Annual Audit Report – Quam, Berglin & Post
6. Chairman’s Report – Chairman Hulstein
7. Executive Director Report – Troy Larson
8. Other Business
9. Adjournment

SOUTH DAKOTA MUNICIPAL LEAGUE

2021 Elected Officials Workshop

Wednesday, July 14, 2021

Ramkota Hotel and Conference Center • Pierre, SD

Agenda

- 9:00 a.m. **Registration** – *outside Gallery A*
- 9:30 a.m. **Welcome and Introduction to the League** – *Gallery A*
Yvonne Taylor, Executive Director, South Dakota Municipal League
- 9:35 a.m. **SDPAA – Protecting Public Entities Since 1987**
Lynn Bren, Director of Member Services, SD Public Assurance Alliance
- 10:00 a.m. **Meet the SDML Work Comp Fund**
Brad Wilson, CIC, AIC, SDWCS, Administrator, SDML Work Comp Fund
- 10:20 a.m. **Municipal Officials and Employees**
Laurie Gronlund, Director of Human Resources, City of Pierre
- 11:00 a.m. **Bids and Contracts**
*Rod Fortin, Director of Local Government Assistance,
South Dakota Department of Legislative Audit*
- 11:45 a.m. **Lunch** (plated lunch provided) – *Gallery A*
- 12:30 p.m. **Financial and Compliance Matters**
*Rod Fortin, Director of Local Government Assistance,
South Dakota Department of Legislative Audit*
- 2:00 p.m. **Open Meetings and Executive Sessions - Do's and Don'ts**
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:00 p.m. **Conflict of Interest for Municipal Officials**
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:30 p.m. **Adjourn**

SOUTH DAKOTA MUNICIPAL LEAGUE

2021 Elected Officials Workshop

Wednesday, July 14, 2021

Ramkota Hotel and Conference Center • Pierre, SD

The purpose of this workshop is to provide a basic crash course on local government.

\$50.00 per person.

Includes workshop material, the SDML Handbook for Municipal Officials (\$60 value) and lunch.
Please be sure to register by the July 1st deadline.

~ THIS WORKSHOP IS OPEN TO ALL ELECTED OFFICIALS ~

REGISTRATION FORM

Municipality: _____

Please indicate Form of Government:

- | | | |
|-------------------------------------|---|------------------------------------|
| <input type="checkbox"/> Aldermanic | <input type="checkbox"/> Aldermanic with City Manager | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Commission | <input type="checkbox"/> Commission with City Manager | <input type="checkbox"/> Home Rule |

Please Print Name and Title as you would like it to appear on the nametag:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

Number Attending _____ @ \$50.00 = \$ _____

Please return this form and payment by **July 1, 2021*** to:
**No refunds will be given after July 1, 2021*

Contact Elaine before
next council meeting on
6/21/21 if you would
like to go.
101-4110-42704

SDML OFFICE USE ONLY: DATE: _____ CHECK #: _____ AMOUNT: _____
