

**BERESFORD CITY COUNCIL
REGULAR MEETING AGENDA
Monday, November 4, 2024, 7:00 P.M.
Beresford City Council Chambers – 103 N. 3rd St.**

[1] – Pledge of Allegiance

[2] – Call to Order & Roll Call

[3] – Adopt Agenda

[4] – Approve Minutes – October 21 and October 28, 2024

[5] – Mayor Seeley community recognitions

- Recognition of 6th Grade Flag Football Team

[6] – Visitors to be heard

[7] – Committee and Mayor Reports

- Mayor Eli Seeley – new housing development article

[8] – Department Head and City Administrator Reports

- Elaine Johnson – Finance Officer
 - 2025 Swimming Pool Season Passes

[9] – Old Business

[10] – New Business

- Review of bids for Sanitary Sewer Improvements
- Pay Request #8 to Site Works Inc. – Wastewater Treatment Facility SAGR Units
- Pay Request #1 to Astech for 2024 Asphalt Surface Treatment Project
- 2025 MMUA Safety Management Agreement Addendum
- Faith in Action Subsidy drawdown request
- Set public hearing date of Nov. 18, 2024, for Retail (On-Sale) Liquor Restaurant License
- 2025 On-Off Sale Liquor License Renewals
- 2025 Seasonal and P/T wage scale
- Consider 1st reading of Ordinance 2024-05 – 2025 Appropriation Ordinance

[11] – Discussion and Information Items

[12] – Approval of Travel Requests

- Telecom Operation Conference, Fargo, ND, Nov. 14-15, Hansen

[13] – Payment of Bills

[14] – Executive Session - Legal

[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: Beresford City Council Meeting

Time: November 4, 2024, 7:00 PM Central Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 84 101 57004

Passcode: Beresford

Dial by your location

+1-253-205-0468 US

BERESFORD CITY COUNCIL
Monday, October 21, 2024

The Beresford City Council met in regular session in City Council Chambers at 5:45 p.m. The pledge of allegiance was recited.

Members Present: Mayor Eli Seeley presiding, Sarah Antonson, Pat Bickett (entered at 5:48 p.m.), Will Roelke, Larry Rohrer, Art Schott, Mike Tiedeman

Also Present: Finance Officer Elaine Johnson, City Administrator Jerry Zeimetz, City Attorney Tom Frieberg. Entering at 7:00 p.m. Banner Engineer Pat Carey, S/W/S Supt. Jeff Heidebrecht, Sharon Hustrulid, Shannon and Lisa Keith, Betty Zupp, Bonnie Hybertson

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

Approve Minutes: A motion to approve the October 7, 2024 meeting minutes was made by Tiedeman and seconded by Roelke. All present Council members voted aye; motion carried.

Executive Session: Rohrer made a motion to enter into Executive Session at 5:48 p.m., second by Tiedeman, to discuss legal – labor negotiations. All present Council members voted aye; motion carried. Mayor Seeley declared Council out of executive session at 6:49 p.m. No action was taken.

At 6:49 p.m., a motion was made by Rohrer, second by Tiedeman, to recess. All present Council members voted aye; motion carried. At 7:00 p.m. Mayor Seeley reconvened Council.

Visitors to be Heard: Shannon and Lisa Keith and Betty Zupp were present to request that Council consider waiving rubble site fees for debris from a potential house demolition. Following explanation of the property, associated costs, and implications of waiving the fee, a motion was made by Rohrer, second by Schott, to deny the request to waive rubble site fees. All present Council members voted aye; motion passed. Mayor Seeley assured them that the City will assist in other ways and asked that they keep Council informed as the plans for demolition progress.

Committee and Mayor Reports:

Parks, Pool, Recreation & Education Committee: Tiedeman gave an overview of the recent meeting regarding the new ballfield complex. Dedication of the complex will be held in the spring of 2025 and suggested names for the complex and options for naming rights for the fields were discussed.

Department Head & City Administrator Reports:

- Finance Officer Johnson highlighted a few atypical expenditures and revenues for the month of September. Following brief discussion, a motion was made by Tiedeman, second by Schott, to accept the September 2024 financial reports as presented. All present Council members voted aye; motion carried.
- City Administrator Zeimetz and Banner Associates Engineer Pat Carey updated Council on the progress and anticipated completion of the new ballfield complex. The final pay request has been received but there are a few issues that need to be resolved prior to payment.

Old Business:

- **Social Media Policy:** Following a review of changes to the proposed social media policy, a motion was made by Schott, second by Bickett, to approve the social media policy #2024-02 as presented. All present Council members voted aye; motion carried.
- **Seasonal/Part-Time Hiring Policy:** Following an explanation for the policy, a motion was made by Schott, second by Antonson, to approve the Seasonal/Part-Time Hiring Policy #2024-03 as presented. All present Council members voted aye; motion carried.
- **Ordinance 2024-02 – FY Supplemental Appropriation:** A motion was made by Rohrer, second by Tiedeman, to approve the second reading and adoption of Ordinance 2024-02, Supplemental Appropriation. All present Council members voted aye; motion carried.

SUBJECT: An Ordinance Supplementing FY2024 Appropriations

BE IT ORDAINED by the City of Beresford, SD, that the following sums be appropriated to supplement the FY2024 Budget:

Section I: Appropriations: The following sums are appropriated for the project as described:

Acct. No. 101-4220-42900	Other Current Expense – Fire Dept.	\$107,000.00
Acct. No. 603-4340-51100	Transfers Out – Electric Dept.	\$ 99,050.00
Acct. No. 611-4380-51100	Transfers Out – Telephone Dept.	\$ 99,050.00
	<u>Total Appropriations</u>	<u>\$305,100.00</u>

Section II: Means of Finance:

Acct. No. 101-010-1515	SD Fund Investment Trust – Fire Dept.	\$107,000.00
Acct. No. 603-010-1515	SD Fund Investment Trust – Electric Dept.	\$ 99,050.00
Acct. No. 611-010-1515	SD Funds Investment Trust – Telephone Dept.	\$ 99,050.00
	<u>Total Means of Finance</u>	<u>\$305,100.00</u>

Dated this 21st day of October, 2024.

Eli Seeley, Mayor

Attest: Elaine Johnson, Finance Officer

- **Ordinance 2024-03 – FY Supplemental Appropriation.** A motion was made by Tiedeman, second by Rohrer, to approve the second reading and adoption of Ordinance 2024-03, Supplemental Appropriation. All present Council members voted aye; motion carried.

ORDINANCE 2024-03
Supplemental Appropriation Ordinance

SUBJECT: An Ordinance Supplementing FY2024 Appropriations

BE IT ORDAINED by the City of Beresford, SD, that the following sums be appropriated to supplement the FY2024 Budget:

Section I: Appropriations: The following sums are appropriated for the project as described:

Acct. No. 101-4520-43600	Machinery & Auto – Parks Dept.	\$ 4,500.00
Acct. No. 640-4510-43600	Machinery & Auto – Golf Course	\$ 4,500.00
	<u>Total Appropriations</u>	<u>\$ 9,000.00</u>

Section II: Means of Finance:

Sale of Toro Multi Pro 1200 Turf Sprayer		
Acct. No. 101-360-3690	General Fund – Misc. Revenue	\$ 4,500.00
Acct. No. 603-384-3690	Bridges Golf Course – Misc. Revenue	\$ 4,500.00
	<u>Total Means of Finance</u>	<u>\$ 9,000.00</u>

Dated this 21st day of October, 2024

Eli Seeley, Mayor

Attest: Elaine Johnson, Finance Officer

- **Ordinance 2024-04 – FY Supplemental Appropriation.** A motion was made by Rohrer, second by Roelke, to approve the second reading and adoption of Ordinance 2024-04, Supplemental Appropriation. All present Council members voted aye; motion carried.

ORDINANCE 2024-04
Supplemental Appropriation Ordinance

SUBJECT: An Ordinance Supplementing FY2024 Appropriations

BE IT ORDAINED by the City of Beresford, SD, that the following sums be appropriated to supplement the FY2024 Budget:

Due to hail damage sustained to the 1029 Chevrolet Equinox

Section I: Appropriations: The following sums are appropriated for the project as described:

Acct. No. 101-4190-42900 General Fund – Other Current Expense	\$ 5,072.52
<u>Total Appropriations</u>	<u>\$ 5,072.52</u>

Section II: Means of Finance:

Acct. No. 101-390-3914 General Fund – Compensation for losses	\$ 5,072.52
<u>Total Means of Finance</u>	<u>\$ 5,072.52</u>

Dated this 21st day of October, 2024

Eli Seeley, Mayor

Attest: Elaine Johnson, Finance Officer

New Business

- **Bids for 7th Street Utility Extension Project:** Banner Engineer Pat Carey gave an overview of the bids received for the project. Following Carey’s recommendation, Schott made a motion, second by Roelke, to accept the low bid of \$658,994.00 and award the contract to First Rate Excavate, Inc. for the 7th Street Utility Extension Project, contingent upon DANR concurrence. All present Council members voted aye; motion passed.
- **Municipal Referendum Petition:** Finance Officer Johnson outlined the timeline and receipt of the Municipal Referendum Petition regarding Resolution 2024-16, Bak First Addition Plat. Citing SDCL 9-20-19, Attorney Frieberg explained the difference between a legislative act and administrative act. He offered a legal opinion and made a recommendation to Council on the petition requesting a public vote on the future housing development. Sharon Hustrulid voiced her opposition to the planned development; discussion regarding communication about the project and other concerns were addressed. Rohrer made a motion to reject the Municipal Referendum Petition, citing SDCL 9-20-19 (Legislative Decision of Governing Body Subject to Referendum: Administrative Decision not Subject to Referendum). Schott seconded the motion, and all present Council members voted aye; motion carried.
- **BEDCO Board:** A motion was made by Schott, second by Tiedeman, to reappoint Doug Allerdings (Chamber Representative) to a second 5-year term on the Beresford Economic Development Corporation Board. All present Council members voted aye; motion carried.
- **Part-Time Library Hire:** Upon recommendation from Librarian Jane Norling, a motion was made by Schott to hire Deb Johnson at \$17.16/hour as a part-time librarian. Antonson seconded the motion, and all present Council members voted aye; motion passed.

Discussion and Information Items

- Mayor Seeley informed Council of the Childcare Roundtable to be held on Nov. 19 at 6:30 p.m. in the Beresford Public Library.
- A State Bridge Naming Ceremony honoring US Army First Lieutenant Josef L. Thorne will be held on Nov. 11 at 1:30 p.m. at the BHS Gym.
- A special meeting to review the proposed 2025 budget was set for Oct. 28 at 6:30 p.m.

Approval of Travel Requests: A motion was made by Schott, second by Roelke, to approve the following travel request. All present Council members voted aye; motion carried.

- 2024 Annual Safety & Loss Control Conference, Pierre, Nov. 20-21, Antonson & Zeimetz

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

Aaron's Pro Window Cleaning Serv, service, \$70.00; Amazon Capital Services, supplies, \$844.31; AMC Concrete, repairs/sidewalk, \$23,623.20; Argus Leader Media, subscription, \$437.04; Azar Comp Software, digital serv center, \$250.00; Baker & Taylor, books, \$371.22; Bally Sports North, affiliate fees, \$2233.68; Beal Dist, beer, \$41.50; Big 10, affiliate fees, \$87.70; Blue 360 Media, book, \$103.95; Border States Elec, pipe, \$509.11; Capital One Trade Credit, tools, \$582.22; Cengage Learning, books, \$65.58; Center Point Large Print, books, \$142.65; City of SF, tipping fees, \$6158.49;

Core & Main LP, supplies, \$863.71; Dakota Beverage, beer, \$190.90; Dell Marketing, supplies, \$269.14; Eide Bailly, Office 365, \$210.50; FARR Tech, server work, \$620.00; Fastenal Co, scoreboard hardware, \$108.53; Heartland Payment Systems, CC fees, \$1997.79; Jeff Heidebrecht, printer, \$736.31; Interstate TRS, TRS fund, \$332.16; JHK Excavating, mulch/WWTF, \$18,240.00; KCL Group Benefits, insurance, \$142.50; Knife River, asphalt, \$6846.48; Koth Electric, wiring, \$10,387.67; Lenovo, computers, \$3027.01; LG Everist, sand, \$3698.76; Maxwell Food Equip, tools, \$101.89;

MidAmerican Energy, natural gas, \$360.65; Midwest Alarm Co, alarm monitoring, \$503.58; Midwest Tape, books, \$193.94; Mills & Miller, salt, \$2324.15; New Century FS, propane tank rent, \$30.00; Nexstar Broadcasting, affiliate fees, \$2970.00; Performance Foodservice, food, \$1169.72; Playaway Products, audiobooks, \$56.24; Roo's Sanitation, disposal service, \$9966.67; Rovi Guides, guides, \$744.32; RSA, clubhouse addition, \$13,135.00; Safety Benefits, conference, \$150.00; SD Telecomm Assoc, membership, \$2864.25; Sew Storm, clothing, \$786.14; Showtime Networks, affiliate fees, \$16.32;

South Dakota One Call, locates, \$221.55; Storm Equip, equipment, \$39,141.25; T&R Electric, transformer oil sampling, \$2590.00; Twite Construction, repair, \$125.00; Unemployment Ins Div of SD, insurance, \$328.77; USAC, schools & libraries, \$805.25; Utilismart, contract, \$1534.00; Vantage Point, CALEA, \$160.00; Verizon Wireless, cell phone service, \$1347.89; Washington Nt'l, insurance, \$84.30; Wellmark BC/BS, health insurance, \$41,641.80; Wells Fargo, credit card charges, \$1635.29; WESCO Dist, supplies, \$682.46; Wholesale Supply, resale, \$104.55

October 2024 Payroll Totals:

Finance \$6244.80; Gov't Bldg. \$187.80; Police \$26,374.49; Street \$11,702.11; Parks \$6608.92; Water \$8624.31; Electric \$27,555.70; Sewer \$8900.58; Telephone \$34,810.18; Rubble/Recycling \$2361.97; City Council \$7875.00; Library \$9513.43; City Admin \$9222.40; Golf Course \$6548.47; Clubhouse \$9983.54; Event Center \$936.56.

Adjournment: As there was no further business, Mayor Seeley adjourned the meeting at 8:16 p.m.

Elaine Johnson, Finance Officer
Recorded by Kathy Stuessi

**BERESFORD CITY COUNCIL
SPECIAL MEETING
Monday, October 28, 2024**

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

Members Present: Mayor Eli Seeley presiding, Sarah Antonson, Will Roelke, Larry Rohrer, Art Schott, Mike Tiedeman

Members Absent: Pat Bickett

Also Present: Finance Officer Elaine Johnson, City Administrator Jerry Zeimetz.

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

New Business

- **Change Order #1 – Bridges Patio Addition:** City Administrator Zeimetz explained change order #1 for the Bridges Patio Addition. This would demo and replace two cracked sidewalk sections. Motion by Schott, seconded by Tiedeman to approve Change Order #1 – Bridges Patio Addition in the amount of \$3,036.97. All present Council members voted aye; motion passed.
- **Change Order #2 – Bridges Patio Addition:** City Administrator Zeimetz presented change order #2 for the Bridges Patio Addition. It would replace a section of concrete steps that are cracked. Motion by Schott, seconded by Tiedeman to approve Change Order #2 – Bridges Patio Addition in the amount of \$3,541.11. All present Council members voted aye; motion passed.
- **2025 Preliminary Budget Review:** Finance Officer Johnson and City Administrator Zeimetz reviewed the 2025 General Fund and Enterprise Fund budgets at length. Discussed adjustments will be made and presented at the next council meeting. No action taken.

Adjournment: As there was no further business, Mayor Seeley adjourned the meeting at 8:22 p.m.

Elaine Johnson, Finance Officer

Beresford to Launch New Housing Development to Support Growth and Affordable Living



Beresford leaders are excited to announce the City Council's approval for a new housing development designed to enhance our community, add affordable housing, and support Beresford's growth. We're taking proactive steps to ensure our town remains a welcoming, vibrant place where everyone can find a place to call home.

Why This Development Matters

Beresford is a close-knit community with a rich history and a bright future. Over the past few years, we have seen a growing interest in our town as more people discover the benefits of our small-town charm combined with our community's commitment to development and opportunity. As demand for housing increases, it's important that we plan for thoughtful growth to meet the needs of both current and future residents.

This development represents our commitment to ensuring that housing options in Beresford are inclusive, with affordability as a priority. Affordable housing not only benefits individuals and families but also strengthens our local economy, increases workforce availability, and adds to the vibrancy of our town.

Project Highlights

- **Affordability and Accessibility:** The development will prioritize affordable housing options to ensure accessibility for a diverse range of residents, from young families to retirees.
- **Planned Growth:** The layout and infrastructure will support sustainable, managed growth while preserving the character that makes Beresford special.
- **Community Engagement:** Throughout the project, we'll actively seek input from residents to ensure the development aligns with community needs and values.
- **Economic Impact:** New residents bring new business opportunities, which will benefit our local economy, foster job creation, and enhance community resources.

What's Next?

In the coming weeks and months, the city will hold informational meetings where citizens can learn more about the project, ask questions, and share their perspectives. We value transparency and want every resident to feel informed and engaged in this development process.

As we embark on this journey, I encourage all citizens to stay involved and share their ideas. Together, we're building a future that supports the diverse needs of our growing community. This is an exciting step forward, and I am proud to work alongside the City Council and all Beresford citizens to make our town a better place for all.

Stay tuned for updates through our official city website and social media channels. Let's continue to make Beresford a place we're all proud to call home!

[*EXT*]Bid Award for Sanitary Sewer Improvements - 2024 Project

From Pat Carey <patc@bannerassociates.com>

Date Thu 10/31/2024 4:16 PM

To Jerry Zeimetz <jerry@beresfordsd.com>; Elaine Johnson <elaine@beresfordsd.com>

Cc Jeff Heidebrecht <jeff@beresfordsd.com>; Pat Carey <patc@bannerassociates.com>

 1 attachments (272 KB)

2024-10-24-ContractAwardLetterBeresfordSanitarySewerImps.pdf;

CAUTION:This email originated from outside of the City of Beresford. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jerry & Elaine:

For your Council meeting Monday night, attached are the award letter and bid tabulation for the Beresford Sanitary Sewer Improvements - 2024 Project.

Please note that is the Council chooses to award the contract to Musson Brothers, Inc., they should make their motion contingent on DANR concurrence.

For our submittal to DANR, we will need you to provide the affidavit of publication for the Advertisement from your newspaper and a copy of the minutes from the Council meeting where award was made.

As you know, this is the last of the ARPA funded projects the City is undertaking and it appears there are current funds available to add work to this project if the Council has interest.

The overall sewer funding Beresford received in 2022 was \$14,436,000 broken down as follows:

ARPA - \$5,177,347

SRF Loan - \$ 9,258,653

We need to refine / review these numbers, but currently about \$12,660,000 of the funding is allocated to contracted work.

There is potential that the remaining funds (over \$1.7 million) could be used to fund additional sewer lining.

Do you think the Council would be supportive of expanding the scope of the CIPP project through a change order with Musson Bros to use these funds?

Let me know what you think and if you want to bring up at the Council meeting.

I am available to attend Monday night if you would like me to be there to answer any questions – just let me know.

Please let me know if you have any questions. Thank you!

Pat Carey, PE (SD,MN) | Civil/Municipal Department Head





Banner Associates, Inc.
409 22nd Avenue South
Brookings, SD 57006
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

October 31, 2024

Jerry Zeimetz – City Administrator
City of Beresford
101 North Third Street
Beresford, South Dakota 57004

Re: Award Recommendation – Beresford Sanitary Sewer Improvements-2024
BAI. No. 24032.01

Jerry:

Attached hereto is one (1) copy of the Certified Bid Tabulation for the Beresford Sanitary Sewer Improvements-2024 Project. Bids were received and opened on October 29, 2024 for the unit price base bid project.

There were four bids opened that ranged from \$3,833,540.35 to \$4,688,153.35. The engineer's estimate is \$4,401,252.

The low bid was submitted by Musson Bros., Inc. from Waukesha, Wisconsin.

Documentation submitted with the Bid appears to be in order. Musson Bros., Inc. is the low, responsive, responsible Bidder for the Council to consider for award of the Project.

If the Council chooses to award the Contract, they should do so contingent on DANR concurrence / approval.

We look forward to our continued work on this project. If you have any questions, please do not hesitate to contact our office.

Sincerely,


Pat Carey, PE

Banner Associates, Inc.

Encl. Certified Bid Tabulation



BID TAB

PROJECT: Beresford Sanitary Sewer Improvements - 2024
 Beresford, South Dakota
 24032.01.00

CERTIFIED BY: _____
DATE: 10/29/2024

BID OPENING Time & Date: Tuesday October 29, 2024 - 2:00 pm

BID OPENING Location: Beresford City Hall - 101 North Third Street, Beresford, SD

Bidder Number	Bidder's Name and Address	Bid Security	Acknowledged Addendum (2)	Bid Amount
1	Visu - Sewer Pewaukee, WI	10%	Yes	\$4,099,530.14
2	Hulstern Excavating, Inc Edgerton, MN	10%	Yes	\$4,616,712.10
3	Mussen Bros, Inc Waukesha, WI	10%	Yes	\$3,833,540.35
4	H & W Contracting Sioux Falls, SD	10%	Yes	\$4,687,578.35
5				
6				

Engineer's Estimate: \$4,100,000 to \$4,900,000

65	33 390B-4.11	Sanitary Sewer Pipe Point Repair	EACH	15	\$9,000.00	\$135,000.00	\$2,625.00	\$39,375.00	\$7,805.13	\$42,091.95	\$1,965.00	\$77,975.00	\$17,000.00	\$180,000.00
66	33 390B-4.1	Sanitary Sewer Structure Chemical Grouting	GAL	60	\$50.00	\$3,000.00	\$260.00	\$15,500.00	\$32.86	\$3,371.60	\$580.00	\$22,900.00	\$275.00	\$15,500.00
67	33 390B-4.2	Remove Steps From Sanitary Sewer Structure	EACH	7	\$900.00	\$2,100.00	\$500.00	\$3,500.00	\$512.23	\$5,258.61	\$555.00	\$3,815.00	\$460.00	\$3,800.00
68	33 390B-4.3	Sanitary Sewer Structure bench and invert reconstruction	EACH	8	\$600.00	\$6,400.00	\$1,900.00	\$15,700.00	\$2,804.33	\$22,504.33	\$3,700.00	\$17,800.00	\$2,400.00	\$19,000.00
69	33 390B-4.4	Patch Sanitary Sewer Structure	EACH	2	\$200.00	\$400.00	\$70.00	\$1,400.00	\$5,284.58	\$7,857.16	\$1,800.00	\$1,800.00	\$465.00	\$1,900.00
70	33 390B-4.5	Sanitary Sewer Structure Lining	VF	111	\$200.00	\$22,200.00	\$352.00	\$39,532.00	\$95.10	\$26,096.10	\$498.00	\$27,594.00	\$2,400.00	\$31,500.00
71	33 390B-4.6	Line Sanitary Sewer Structure Bench	EACH	13	\$600.00	\$7,800.00	\$725.00	\$9,425.00	\$2,659.60	\$34,367.08	\$452.00	\$20,218.00	\$2,400.00	\$28,700.00
72	33 390B-4.7	Adhesion Testing of Rehabilitated Sanitary Sewer Structure	EACH	3	\$600.00	\$1,800.00	\$600.00	\$1,800.00	\$961.23	\$3,183.69	\$540.00	\$1,620.00	\$1,650.00	\$1,950.00
73	33 390B-4.8	Sanitary Sewer Structure Liner Physical Property Test	EACH	3	\$800.00	\$2,400.00	\$600.00	\$1,800.00	\$961.23	\$3,183.69	\$540.00	\$1,620.00	\$1,650.00	\$1,950.00
74	32 1123 4.1	Aggregate Base Course	TON	1,401	\$30.00	\$42,030.00	\$42.00	\$38,844.00	\$44.70	\$62,094.30	\$44.00	\$1,940.00	\$550.00	\$1,950.00
75	37 1173 4.7	Geotextile Fabric	SY	1,967	\$4.00	\$7,868.00	\$7.45	\$8,735.15	\$4.77	\$31,362.35	\$3.50	\$1,940.00	\$4.80	\$8,740.00
76	31 240B 4.6	Gravel Surface	SY	413	\$37.00	\$15,281.00	\$50.00	\$20,650.00	\$44.90	\$18,580.70	\$31.00	\$1,935.00	\$35.00	\$1,940.00
77	32 1216 4.1	Asphalt Concrete	TON	617	\$240.00	\$148,080.00	\$142.00	\$87,814.00	\$151.53	\$33,494.01	\$130.00	\$32,590.00	\$422.50	\$118,745.00
78	32 1216 4.2	Asphalt Concrete Sampling and Testing	EACH	2	\$650.00	\$1,300.00	\$760.00	\$1,510.00	\$673.47	\$3,136.94	\$850.00	\$1,700.00	\$665.00	\$1,740.00
79	37 1613 4.1	Concrete Curb & Gutter	L-	120	\$45.00	\$5,400.00	\$57.00	\$6,840.00	\$61.73	\$3,747.00	\$57.00	\$6,740.00	\$665.00	\$8,740.00
80	33 1613 4.2	PCC Approach Pavement, 6" Thick	SY	5	\$80.00	\$400.00	\$140.00	\$700.00	\$123.47	\$617.35	\$102.00	\$1,020.00	\$140.00	\$1,020.00
81	33 1613 4.4	Concrete Sampling and Testing	EACH	1	\$950.00	\$950.00	\$750.00	\$750.00	\$981.23	\$3,981.23	\$555.00	\$3,981.23	\$555.00	\$3,981.23
82	33 1613 4.3	4 x 4 W/ Manhole Casting Concrete Collar	EACH	31	\$950.00	\$29,450.00	\$755.00	\$23,405.00	\$811.78	\$25,365.38	\$633.00	\$19,581.00	\$575.00	\$17,325.00
83	31 240B 4.3	Scarily and Recompact Subgrade	SY	347	\$5.00	\$1,735.00	\$5.00	\$1,091.00	\$4.81	\$3975.07	\$3.00	\$1,091.00	\$4.00	\$1,985.00
TOTAL FOR UNIT PRICE BASE BID=														
\$4,401,252.00														
\$3,833,540.35														
\$4,616,712.10														
\$4,688,138.35														

Contractor's Application for Payment

Owner: <u>City of Beresford</u>	Owner's Project No.: _____
Engineer: <u>Banner</u>	Engineer's Project No.: _____
Contractor: <u>SiteWorks Inc</u>	Contractor's Project No.: _____
Project: <u>Beresford Wastewater Treatment Facility (WWTF)</u>	
Contract: <u>Beresford Wastewater Treatment Facility SAGR Units</u>	
Application No.: <u>8</u>	Application Date: <u>10/28/2024</u>
Application Period: From <u>9/25/2024</u> to <u>10/28/2024</u>	

1. Original Contract Price		\$ 6,850,000.00
2. Net change by Change Orders		\$ 49,851.55
3. Current Contract Price (Line 1 + Line 2)		\$ 6,899,851.55
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 5,572,425.38
5. Retainage <i>See note:</i>		
a. <u>10%</u> X \$ <u>3,449,925.77</u> Work Completed =		\$ 344,992.58
b. <u>10%</u> X \$ <u>-</u> Stored Materials =		\$ -
c. Total Retainage (Line 5.a + Line 5.b)		\$ 344,992.58
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 5,227,432.80
7. Less previous payments (Line 6 from prior application)		\$ 2,986,391.09
8. Amount due this application		\$ 2,241,041.71
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		\$ 1,672,418.75

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: SiteWorks Inc

Signature: *Jon Kraft* **Date:** 10/30/24

Recommended by Engineer	Approved by Owner
By: <u><i>Christa Finmer</i></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>10/30/24</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Note: Per Article 6 of C-520 (Agreement between Owner and Contractor for Construction Contract), retainage reflects 10% of 50% of project costs since project has reached 50% completion and work as been satisfactory to date.

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: City of Beresford
Engineer: Banner
Contractor: SiteWorks Inc
Project: Beresford Wastewater Treatment Facility (WWTF)
Contract: Beresford Wastewater Treatment Facility SAGR Units

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

Application No.: 8		Application Period: From		09/25/24		to		10/28/24		Application Date: 10/28/24	
Item No.	Description	C Scheduled Value (\$)	D Work Completed (D + E) From Previous Application (\$)		E Work Completed This Period (\$)	F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)		
			Original Contract								
1	Mobilization	650,000.00	260,000.00		104,000.00		364,000.00	56%	286,000.00		
2	Erosion Control	12,000.00	12,000.00				12,000.00	100%	-		
3	Site Grading/Restoration	76,860.00	48,000.00				48,000.00	62%	28,860.00		
4	Site Excavation/Backfill	20,000.00	15,000.00				15,000.00	75%	5,000.00		
5	Concrete footings/foundation	120,000.00	120,000.00				120,000.00	100%	-		
6	Wood SAGR Walls Build/Installation	90,000.00	90,000.00				90,000.00	100%	-		
7	SAGR Liner	325,000.00	325,000.00				325,000.00	100%	-		
8	Rock/Sand for SAGR Pits	1,306,720.00	340,000.00		906,720.00		1,246,720.00	95%	60,000.00		
9	Aggregate Base Courses	78,976.00					-	0%	78,976.00		
10	Trenching and Excavation	370,444.00	330,000.00				330,000.00	89%	40,444.00		
11	Piping and Valves	500,000.00	486,735.58				486,735.58	97%	13,264.42		
12	Sampling Equipment	100,000.00	27,084.22				27,084.22	27%	72,915.78		
13	Process Piping	100,000.00					-	0%	100,000.00		
14	SAGR Piping/Blower Equipment	2,200,000.00	846,506.94		1,203,493.06		2,050,000.00	93%	150,000.00		
15	Precast Building	200,000.00	200,000.00				200,000.00	100%	-		
16	Roofing	80,000.00	80,000.00				80,000.00	100%	-		
17	Doors and Windows	50,000.00					-	0%	50,000.00		
18	Concrete Paving	100,000.00					-	0%	100,000.00		
19	Turf and Grasses	70,000.00					-	0%	70,000.00		
20	Electrical	300,000.00	88,034.03		40,000.00		128,034.03	43%	171,965.97		
21	Process Intergration	100,000.00					-	0%	100,000.00		
22											
23											
24											
Original Contract Totals		\$ 6,850,000.00	\$ 3,268,360.77	\$ 2,254,213.06	\$ -	\$ 5,522,573.83	81%	\$ 1,327,426.17			

CHANGE ORDER NO.: 01

Owner:	City of Beresford	Owner's Project No.:	
Engineer:	Banner Associates Inc.	Engineer's Project No.:	24241.01
Contractor:	Astech Corp.	Contractor's Project No.:	
Project:	Multi-Community Asphalt Surface Treatment - 2024		
Contract Name:	Unit Price Contract		
Date Issued:	10/24/2024	Effective Date of Change Order:	10/24/2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Final Adjustment of Quantities

Attachments:

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	MOBILIZATION	0	LS	\$13,000.00	\$0.00
2	SS-1H OR CSS 1-H ASPHALT FOR FOG SEAL	1.1	TON	\$1,500.00	\$1,650.00
3	SAND FOR FOG SEAL	-25.0	TON	\$5.00	-\$125.00
4	CRS-2P FOR ASPHALT SURFACE TREATMENT	4.9	TON	\$750.00	\$3,675.00
5	TYPE 2A MODIFIED COVER AGGREGATE	13.9	TON	\$85.00	\$1,181.50
6	SWEEP & PICKUP CHIPS	0	SY	\$0.17	\$598.40
7	FLAGGING	0	hour	\$0.01	\$0.00
TOTAL					\$6,979.90


Change in Contract Times

[State Contract Times as either a specific date or a number of days]

Change in Contract Price		Change in Contract Times	
Original Contract Price:	Original Contract Times:	Substantial Completion:	September 13, 2024
\$ 73,859.60	Ready for final payment:	Ready for final payment:	September 27, 2024
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	Substantial Completion:	_____
\$ _____	Ready for final payment:	Ready for final payment:	_____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:	Substantial Completion:	September 13, 2024
\$ 73,859.60	Ready for final payment:	Ready for final payment:	September 27, 2024
Increase this Change Order:	[Increase] [Decrease] this Change Order:	Substantial Completion:	_____
\$ 6,975.65	Ready for final payment:	Ready for final payment:	_____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:	Substantial Completion:	September 13, 2024
\$ 80,835.25	Ready for final payment:	Ready for final payment:	September 27, 2024

EJCDC® C-941, Change Order.

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	Recommended by Engineer (if required)	Authorized by Contractor
By:	<u>Justin Becker</u>	<u></u>
Title:	<u>Project Engineer</u>	<u>Vice-President</u>
Date:	<u>10/24/2024</u>	<u>10/28/2024</u>
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

Progress Estimate - Unit Price Work

Owner: City of Beresford
 Engineer: Banner Associates, Inc.
 Contractor: Asech
 Project: Multi-Community Asphalt Surface Treatment - 2024
 Contract: Unit Price Contract

Contractor's Application for Payment

Owner's Project No.:
 Engineer's Project No.: 24241.01
 Contractor's Project No.:

Application No.: 01		Application Period: From 07/31/24 to 09/30/24		Application Date: 10/15/24							
A Bid Item No.	B Description	C Contract Information		F Value of Bid Item (C x E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (C x G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Item (J / F) (%)	L Balance to Finish (F - J) (\$)	
		D Item Quantity	E Unit Price (\$)								
1	MOBILIZATION	1	LS	\$13,000.00	1	\$13,000.00		\$13,000.00	100%	\$0.00	
2	SS-1H OR GS 1-H ASPHALT FOR FOG SEAL	7.7	TON	\$1,500.00	7.7	\$11,550.00		\$11,550.00	100%	\$0.00	
3	SAND FOR FOG SEAL	-	TON	\$5.00	-	\$0.00		\$0.00	100%	\$0.00	
4	CRS-2P FOR ASPHALT SURFACE TREATMENT	36.9	TON	\$750.00	36.9	\$27,675.00		\$27,675.00	100%	\$0.00	
5	TYPE 2A MODIFIED COVER AGGREGATE	284.5	TON	\$85.00	284.5	\$24,182.50		\$24,182.50	100%	\$0.00	
6	SWEEP & PICKUP CHIPS	26,070	SY	\$0.17	26,070	\$4,431.90		\$4,431.90	100%	\$0.00	
7	FLAGGING	10	HOUR	\$0.10	10	\$0.10		\$0.10	100%	\$0.00	
				Original Contract Totals		\$	\$	\$	\$	100%	\$

36.87

Jerry Zeimetz

From: Mike Antonson
Sent: Tuesday, October 22, 2024 11:55 AM
To: Jerry Zeimetz
Cc: Elaine Johnson
Subject: FW: [*EXT*]2025 Safety Management agreement
Attachments: Safety_Management_Program_Letter_2025.pdf; Safety Program fee structure FY 2025-v02.pdf; MMUA_Classic_EHS_and Technical_Options_2025.pdf; Beresford-SD_safety-prog-addendum_2024-10-20.pdf; Beresford_SD_City_of_safety_mgmt_112-2024.pdf

FYI, next council meeting?



Mike Antonson

Electric Superintendent
City of Beresford

Office: 605-763-5501
Mobile: 605-670-3168
101 N 3rd St
Beresford, SD 57004

My email address has changed to: mikea@beresfordsd.com

From: Rita Kelly <rkelly@mmua.org>
Sent: Tuesday, October 22, 2024 11:38 AM
To: Mike Antonson <mikea@beresfordsd.com>
Subject: [*EXT*]2025 Safety Management agreement

You don't often get email from rkelly@mmua.org. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of Beresford. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attached you will find information about MMUA's Safety Management Program for the calendar year 2025. Please review the attachments:

1. the letter from Karleen and Mike
2. the fee structure for 2025
3. the options for the classic and technical offerings
4. your addendum for the program agreement

The letter will explain the reasoning for the addendum. Please sign the addendum and return to my attention as soon as you are able to. Deadline is December 15.

I have also attached the signed agreement currently in effect which includes the certificates of insurance we have on file. If your certificate has expired, please submit an updated one naming MMUA as the certificate holder. I will get you an updated certificate of MMUA's insurance.

Feel free to send a scan of your signed addendum and the certificate of insurance to my attention. You can send by mail, however, make note of our NEW address:
600 Hwy. 169 South, Suite 701
Saint Louis Park, MN 55426-1200

Let me know if you have any questions about the documents. Questions about the program content can be directed to [Mike Willetts](#).

Thank you!



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Hometown solutions.*



Rita Kelly

Director of Administration
Minnesota Municipal Utilities Association
600 Hwy 169 S, Ste 701
St. Louis Park, MN 55426-1200
D: 763-746-0707 M: 612-532-2345
rkelly@mmua.org



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October 21, 2024

Dear Valued Member,

It is that time of year when we reach out regarding our programs and services—in this case the Safety Management program—to confirm your participation for the upcoming year. We very much appreciate the opportunity to partner with you and hope to continue to serve you for many years to come.

If you attended our in-person review meeting in the spring or participated in our Zoom listening session last month you may recall that each year the MMUA Board of Directors reviews and approves MMUA's fees. For 2025, the Board has approved a 3.5% increase which is roughly commensurate with the inflation rate.

Last year you signed an updated Safety Management Service Agreement (copy included). That agreement remains in effect and will automatically renew on December 31. Following the issuance of that agreement, we heard from some members who noted the agreement did not offer a clear exit clause at any point other than at the end of each year. To address this unintentional oversight, we have prepared an Addendum to the agreement which is included in this email. Please sign and return the Addendum no later than December 15.

Now is a good time to review the level (tier) of service you are enrolled in, as noted in your agreement. If you wish to change tiers or add additional days within a tier, please let us know as soon as possible so that we can make the necessary adjustments to both billing and service by January 1, 2025.

For your convenience, we have also included a copy of your certificate of insurance. If your insurance binder has expired, please send us a copy of your current certificate naming MMUA as a certificate holder (see the box in the lower left corner).

One final item to note, our office has moved. Our new address as of October 14 is:
600 Highway 169 South, Suite 701, St. Louis Park, MN 55426-1200.

As always, we appreciate your prompt response. Please contact us if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Mike Willetts".

Mike Willetts
Director of Training and Safety
Cell: 612-802-8474
mwilletts@mmua.org

A handwritten signature in black ink that reads "Karleen Kos".

Karleen Kos
Chief Executive Officer
Direct: 763-746-0701
kkos@mmua.org

600 Highway 169 South, Ste 701 | St. Louis Park, MN 55426

Phone 763.551.1230 Toll-Free 800.422.0119

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MMUA Safety Management Program Tiers

FY25 (January 1–December 31)

Population Grouping	Tier 1 COMPLIANCE PROGRAM		Tier 2 COMPETENCE PROGRAM					Tier 3 COMPREHENSIVE SERVICES PROGRAM								
	1 day every other month (6 days/year)	Cost per extra standard day	1 day per month (12 days/year)	2 days/month (24 days/year)	3 days/month (36 days/year)	4 days/month (48 days/year)	5 days/month (60 days/year)	6 days/month (72 days/year)	7 days/month (84 days/year)	8 days/month (96 days/year)	4 days/month (48 days/year)	5 days/month (60 days/year)	6 days/month (72 days/year)	7 days/month (84 days/year)	8 days/month (96 days/year)	Cost per extra ad hoc day
D-1000	\$ 12,039	\$ 785	\$ 13,528	\$ 16,735	\$ 19,300	\$ 21,864	\$ 24,433	\$ 27,441	\$ 30,060	\$ 32,668	\$ 21,864	\$ 24,433	\$ 27,441	\$ 30,060	\$ 32,668	\$ 785
1001-3000	\$ 13,751	\$ 785	\$ 15,453	\$ 20,592	\$ 24,429	\$ 28,276	\$ 32,123	\$ 36,580	\$ 40,492	\$ 44,405	\$ 28,276	\$ 32,123	\$ 36,580	\$ 40,492	\$ 44,405	\$ 785
3001-5000	\$ 13,751	\$ 785	\$ 15,453	\$ 23,147	\$ 28,276	\$ 32,123	\$ 36,580	\$ 40,492	\$ 44,405	\$ 48,317	\$ 32,123	\$ 36,580	\$ 40,492	\$ 44,405	\$ 48,317	\$ 785
5001-7000	\$ 14,892	\$ 785	\$ 16,735	\$ 25,711	\$ 32,123	\$ 38,535	\$ 45,709	\$ 52,229	\$ 58,750	\$ 65,270	\$ 38,535	\$ 45,709	\$ 52,229	\$ 58,750	\$ 65,270	\$ 785
7001-17000	\$ 17,174	\$ 945	\$ 19,300	\$ 28,276	\$ 34,688	\$ 41,100	\$ 48,317	\$ 54,937	\$ 61,358	\$ 67,878	\$ 41,100	\$ 48,317	\$ 54,937	\$ 61,358	\$ 67,878	\$ 945
17001-23000	\$ 18,315	\$ 945	\$ 20,582	\$ 28,276	\$ 38,535	\$ 48,794	\$ 57,771	\$ 66,747	\$ 77,006	\$ 83,418	\$ 48,794	\$ 57,771	\$ 66,747	\$ 77,006	\$ 83,418	\$ 945
23001-26000	\$ 19,456	\$ 1,210	\$ 21,864	\$ 33,406	\$ 41,741	\$ 50,076	\$ 59,053	\$ 68,030	\$ 78,288	\$ 84,700	\$ 50,076	\$ 59,053	\$ 68,030	\$ 78,288	\$ 84,700	\$ 1,210
26001-29000	\$ 20,598	\$ 1,210	\$ 23,147	\$ 35,870	\$ 45,586	\$ 55,206	\$ 64,182	\$ 74,441	\$ 84,700	\$ 94,959	\$ 55,206	\$ 64,182	\$ 74,441	\$ 84,700	\$ 94,959	\$ 1,210
Over 29000	\$ 21,738	\$ 1,210	\$ 24,429	\$ 38,535	\$ 48,794	\$ 59,053	\$ 69,312	\$ 79,571	\$ 89,830	\$ 100,089	\$ 59,053	\$ 69,312	\$ 79,571	\$ 89,830	\$ 100,089	\$ 1,210
	3.5% increase from '23-24	Includes training, recordkeeping, and mock audits	3.5% increase from '23-24	3.5% increase from '23-24	3.5% increase from '23-24	3.5% increase from '23-24	3.5% increase from '23-24	3.5% increase from '23-24	3.5% increase from '23-24	3.5% increase from '23-24	Includes training, recordkeeping, and mock audits.	Includes training, recordkeeping, and mock audits.	Includes training, recordkeeping, and mock audits.	Includes training, recordkeeping, and mock audits.	Includes training, recordkeeping, and mock audits.	Includes training, recordkeeping, and mock audits.

Note: Safety Management Program participants in all tiers receive mutual aid assistance at no extra charge. Participation in a tier does not guarantee or imply full/specific degree of safety compliance, competency, or comprehension.



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MMUA Safety Management Program Classic Environmental, Health, and Safety (EHS) Options

The following options are available to participants with MMUA's Tier 2 contract or Tier 3 contract. These options are also available as on site on demand (OSOD) programming:

1. Accident investigation
2. Aerial lifts
3. Asbestos hazards in the workplace
4. AWAIR
5. Back safety and lifting
6. Bloodborne pathogens
7. Commercial driver's license rules and regulations
8. Compressed gases
9. Confined space entry and rescue
10. Contractor safety
11. De-escalation strategies
12. Dog bites and distractions
13. Driving safety
14. Drug and alcohol awareness
15. Electrical safety
16. Emergency action plan
17. Ergonomics
18. Excavation and trenching
19. Facility safety audit—mock OSHA inspection with report
20. Fall protection
21. Fire extinguisher training
22. Forklift qualified operator
23. Harmful infectious agents
24. Hazard identification/analysis/control
25. Hazardous materials
26. Hearing protection and conservation
27. Heat and cold stress
28. Job briefings and tailgate meetings
29. Job hazard analysis
30. Ladder safety
31. Load securement strategies
32. Lock out/tag out (hazardous energy control)
33. Machine guarding
34. Managing an OSHA inspection
35. Mobile phone hazards
36. New employee orientation
37. Noise exposure and testing
38. Office safety
39. Park and playground safety
40. Personal protective equipment
41. Reasonable suspicion for supervisors
42. Respiratory protection
43. Right to know (hazard communication)
44. Safety awareness at home
45. Safety culture and behaviors
46. Safety grant development and support
47. Scaffolding/scissor lifts
48. Seasonal employee training
49. Slips, trips, and falls
50. Spill prevention, control, and countermeasure
51. Summer and vacation safety
52. Supervisor training
53. Temporary work zone traffic control
54. Tool safety
55. Tow ropes and hazards
56. Walking and working surfaces
57. Welding and hot work permitting
58. Winter driving safety
59. Winter safety
60. Workplace violence and stress
61. Worksite safety audit—mock OSHA inspection with report

MMUA Safety Management Program Technical Options

The following options are available to participants with MMUA's Tier 3 contract. These options are also available as on site on demand (OSOD) programming:

1. Introduction to arc flash hazards—electric, water, wastewater
2. Chainsaw safety
3. Chlorine gas and process safety management
4. Competent person
5. Crane and derrick qualified operator
6. Rescue—pole top and ariel lift device
7. Rigging and related equipment
8. Skid steer qualified operator
9. Tree trimming and felling
10. Trenching and excavation
11. Wheel loader qualified operator



SERVICES AGREEMENT

Date: September 15, 2023

Contract No. 112-2024

Safety Management Services

This Services Agreement (the "Agreement") is made as of October 1, 2023, between the Minnesota Municipal Utilities Association (MMUA) and the City of Beresford, each a "Party" and collectively, the "Parties."

PART I – Scope of Services

PART II – Duration / Amendment / Renewal

PART III – Obligations

PART IV – Standard Terms and Conditions

The terms of this Agreement are hereby accepted by the Parties.

City of Beresford

By Jay Gentry
Title City Administrator
Date 10/2/23
PO # _____

Minnesota Municipal Utilities Association

By Karleen Kor
Title Chief Executive Officer
Date 12-11-23

PART I – SCOPE OF SERVICES

MMUA will provide/deliver for the term of this Agreement:

1. The services of a person engaged by MMUA, in the capacity of Regional Safety Coordinator.
2. The assigned Regional Safety Coordinator will:
 - a. Plan, organize and/or conduct regular monthly safety meetings at City of Beresford.
 - b. Develop and maintain a standard safety management record keeping and reporting system at City of Beresford.
 - c. The record system will include (check those covered by this Agreement):
 - ___ Required OSHA records
 - ___ Required DOT records
 - ___ Required ADA records
 - ___ Provide written program
 - ___ Provide annual site inspection
 - ___ Provide interpretation and clarification of OSHA rules.
 - d. Visit City of Beresford unless circumstances lend a different location approved by City of Beresford management (collectively, the "Services").
 - Tier service level: 2
 - Number of days per year: 12
3. The Services will be provided in the following city departments:
 - a. _____ # of employees _____
 - b. _____ # of employees _____
 - c. _____ # of employees _____
 - d. _____ # of employees _____
 - e. _____ # of employees _____

PART II – TERM/ RENEWAL/ AMENDMENT

1. **TERM/RENEWAL:** This Agreement shall remain in force from October 1, 2023 until December 31, 2024. Thereafter, it shall continue automatically for successive twelve-month calendar year periods unless terminated by either Party providing written notice at least sixty (60) days in advance of the end of the then-current term.
2. **AMENDMENT:** This Agreement may be amended or modified upon the mutual agreement of both Parties but only if in writing, signed by the Parties, dated, and appended to this Agreement.

PART III – OBLIGATIONS

1. COMPENSATION: For the Services, City of Beresford shall pay MMUA an annual fee of \$14,929.95 in the first year. Such compensation shall be due and payable according to the selected payment terms below.

Payment terms for the fee agreed to above shall be based on one of the following options (select one):

- Full 15-month payment (October 1, 2023 to December 31, 2024) (\$18,662.00), contract amount will be billed on an annual basis thereafter, consistent with the amount communicated by MMUA each September as described below.
- Annual payment (\$14,929.95)
- Quarterly payments (\$3,732.40 each)

For any term less than twelve (12) full calendar months, the fee shall be a portion of the annual fee, pro-rated based on the number of calendar months or partial calendar months in which the Services are provided as a percentage of twelve (12).

For years after the first year, the annual fee will be adjusted to reflect the cost of the Services for the coming twelve-month period. This fee will be set by the MMUA Board of Directors and provided to City of Beresford in a written notice within 30 days of the Board's action.

2. OTHER CITY OBLIGATIONS:

- Provide workspace for Regional Safety Coordinator when on-site.
- Provide clerical support for Regional Safety Coordinator.
- Schedule participation of employees in regular safety meetings.
- Provide the required training for employees as recommended by the Regional Safety Coordinator.
- Provide to MMUA in a timely manner any information MMUA indicates is needed to perform the services hereunder. MMUA may rely on the accuracy of information provided by City of Beresford and its representatives.
- Provide annual written evaluation of services of MMUA and its Regional Safety Coordinator.

3. MMUA OBLIGATIONS:

- Employ, assign, and supervise Regional Safety Coordinator.
- Plan, organize, and/or conduct regular monthly safety meetings on-site.
- Develop and maintain a standard safety management record keeping and reporting system on-site, including required OSHA records, required DOT records, required ADA records, and maintenance of safety manuals.
- Monitor safety training/certificate/licensure requirements, and recommend needed training.
- Prepare or oversee the preparation of required state and federal reports related to OSHA, DOT, and ADA compliance.
- Document safety meetings and training provided.
- Provide a standard interpretation of laws, rules, and regulations pertaining to safety management.

PART IV – STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** In performing the Services, MMUA is an independent contractor and shall not be considered an employee, agent, partner, joint venturer, or representative of City of Beresford for any purpose.
2. **STANDARD OF CARE:** City of Beresford acknowledges that MMUA undertakes to provide the Services to City of Beresford as a member of MMUA and, similarly to other members of MMUA, consistent with its nonprofit purpose and that in so doing, MMUA affords to City of Beresford a convenience, cost savings, and efficiency otherwise not available to City of Beresford from other service providers. City of Beresford acknowledges that MMUA will exercise its best efforts to perform the Services in accordance with current rules and practices but also acknowledges that the ultimate responsibility for an interpretation of law lies with City of Beresford and its attorney and that the application of such law and of the appropriate methods and practices also lies with City of Beresford in the exercise of its best judgment with reasonable and due regard for the safety of its employees and other third persons. MMUA assumes no responsibility under this Agreement other than to render the Services in good faith. It shall not be responsible for any action of City of Beresford, its agents, or employees.
3. **SCOPE AND SCHEDULE CHANGES:** The fees agreed to in Part III constitute MMUA's estimate of the effort and charges required to perform the Services. Any services not expressly set forth in this Agreement are excluded from the obligations of MMUA. If MMUA is delayed in performing the Services by any act of war, force majeure, or other circumstance beyond its control, then the schedule of performance shall be extended for the number of days as the occurrence delays performance, and the compensation limits under the Agreement shall be equitably adjusted, if necessary, to compensate MMUA for any additional costs due to the delay.
4. **BENEFICIARY.** The Services are solely for the benefit of City of Beresford. Nothing contained in this Agreement shall create any duties, liabilities, or obligations on the part of MMUA toward any person other than City of Beresford.
5. **FINANCING CHARGES FOR LATE PAYMENTS:** If City of Beresford fails to pay undisputed invoiced amounts within thirty (30) days after delivery of invoice, additional charges shall become due and payable at a rate of 1½ percent per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid amounts. All payments shall first be credited against any accrued interest. If City of Beresford fails to pay invoiced amounts within sixty (60) days after delivery of invoice, MMUA in its sole discretion may suspend the Services without incurring any liability or waiving any right established hereunder or by law.
6. **WORK PRODUCT:** City of Beresford shall preserve and protect MMUA's proprietary and copyright interests, rights, and privileges with respect to works of general application provided by MMUA to City of Beresford. The Parties may use and duplicate materials developed by MMUA specifically for City of Beresford pursuant to this Agreement without obligation of royalty or first seeking consent.
7. **INSURANCE:** Each Party shall procure and maintain at its own expense the following minimum insurance coverages to be in force for the duration of this Agreement:

- a. General Liability. Commercial General Liability Insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Each Party shall endorse as additional insureds the other Party, its respective elected and appointed officials, employees, and agents, on its policy.
 - b. Automobile Liability. Business automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.
 - c. Professional (Errors and Omissions) Liability. Professional Liability Insurance for all claims a Party may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to this Agreement. Each Party shall carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. If such insurance is discontinued, extended reporting period/tail coverage must be obtained by the Party to fulfill this requirement.
 - d. Workers' Compensation. Each Party shall maintain Workers' Compensation insurance for all its respective employees in accordance with the statutory requirements of the State of Minnesota and/or the state(s) in which City of Beresford is legally obligated to carry such insurance. Each Party shall also carry Employers' Liability Coverage with minimum limits as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident
 - e. Additional Insurance Conditions.
 - i. Each Party shall deliver to the other Party a Certificate of Insurance as evidence that the above coverages are in full force and effect no later than the first day on which service is to commence or December 31, 2023, whichever comes later.
 - ii. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. In that case, the other Party must be named as an additional insured on any umbrella/excess policy held by the other in fulfillment of this requirement.
 - iii. The policies held by each Party shall be primary insurance and non-contributory to any other valid and collectible insurance available with respect to any claim arising out of the Services.
8. MUTUAL INDEMNIFICATION: To the fullest extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party, its respective employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of the other Party's negligence, performance, or failure to perform its obligations under this Agreement. The indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by a Party, or anyone for whose acts the Party may be liable. The obligations in this section shall survive the completion or termination of this Agreement.

9. DISPUTE RESOLUTION: In the event that a dispute arises between the Parties as to the interpretation or performance of this Agreement, then upon written request of either Party, representatives with settlement authority for each Party shall meet and confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they shall make every effort to settle the dispute through mediation or other alternative dispute resolution methods. If the Parties are unable to resolve the dispute through these methods, either Party may commence an action in Hennepin County District Court.
10. ENTIRE AGREEMENT; HEADINGS: This Agreement constitutes the entire understanding and agreement of the Parties, and any and all prior agreements, oral discussions, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. Headings are for convenience and are not a part of this Agreement.
11. CHOICE OF LAW: The laws of the state of Minnesota shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.
12. ASSIGNMENT: This Agreement will inure to the benefit of the Parties hereto and shall be binding on them and their respective legal representatives, successors, and assigns. Provided, however, neither Party hereto may assign any of its rights herein to any person without the prior written consent of the other Party.
13. DRAFTING: The Parties agree that they participated equally in, and are jointly responsible for, the drafting of this Agreement. In the event of any dispute, any ambiguity in this Agreement shall not be construed against either Party.
14. COUNTERPARTS: This Agreement may be executed in counterpart copies by the Parties and each counterpart, when taken together with the other, shall be deemed one and the same executed Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jensen Insurance and Real Estate 307 N 16th St. PO Box 72 Beresford SD 57004		CONTACT NAME: Zach Jensen PHONE (A/C, No, Ext): 605-763-2675 E-MAIL ADDRESS: zach@jensenagencyonline.com FAX (A/C, No): 605-763-5208	
INSURED City of Beresford 101 N 3rd St Beresford SD 57004-0167		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Company NAIC# 21415 INSURER B: Emcasco NAIC# 21407 INSURER C: EMC Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 20230926134323041 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	8D89525	09/08/2023	09/08/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	8E89525	09/08/2023	09/08/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	8P89525	09/08/2023	09/08/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Errors and Omlssions	N	N	8K89525	09/08/2023	09/08/2024	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER		CANCELLATION	
Minnesota Municipal Utilities Association 3131 Fernbrook Lane N., Suite 200 Plymouth, MN 55447-5337		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	

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**SDML WORKERS' COMPENSATION FUND
CERTIFICATE OF COVERAGE**

This certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Member Document.

NAME & ADDRESS OF MEMBER:

Beresford, City of
101 N. 3rd St.
Beresford, SD 57004-1796

This is to certify that the Member Document listed below has been issued to the Member named above and is in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the Member Document described herein is subject to all the terms, exclusions, and conditions of such Member Document under which it is issued.

<u>Member No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Type of Coverage</u>	<u>Limit of Coverage</u>
<u>317</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	Workers' Compensation	Workers' Compensation Statutory Limits
			Employer's Liability	Combined Single Limit of Liability 2,000,000

Project Identification Number:

Date Issued: 10/27/2023

"This certificate of coverage does not affirmatively or negatively amend, extend, or alter the coverage afforded by the coverage document".

Brad Wilson
Authorized Representative
SDML Workers' Compensation Fund
Insurance Benefits, Inc. - Administrator
4901 Isabel Place #210
Sioux Falls, SD 57108

NAME & ADDRESS OF CERTIFICATE HOLDER:

Minnesota Municipal Utilities Association
3131 Fernbrook Lane N, Suite 200
Plymouth, MN 55447-5337



First Amendment to the Services Agreement
for Safety Management Services
provided by the Minnesota Municipal Utilities Association

This First Amendment (the "First Amendment") to the Services Agreement between the Minnesota Municipal Utilities Association ("MMUA") and City of Beresford (each a "Party" and collectively, the "Parties") dated 9/15/2023 concerning Safety Management Services (the "Agreement") is effective as of January 1, 2025.

Recitals

The Parties desire to enter into this First Amendment to modify the term/renewal/amendment provision in the Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Unless otherwise defined in this First Amendment, the capitalized terms in the First Amendment shall have the meaning provided in the Agreement.
2. Part II, Section 1 of the Agreement is amended by inserting the language below at the end of the second sentence as follows:
a. ; provided however, that either Party may provide written notice to the other Party to terminate the Agreement at least sixty (60) days in advance at any time.
3. All other provisions in the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been signed by a duly authorized representative on behalf of the Parties hereto, all on the date first above written.

City of Beresford

Minnesota Municipal Utilities Association

By _____

By _____

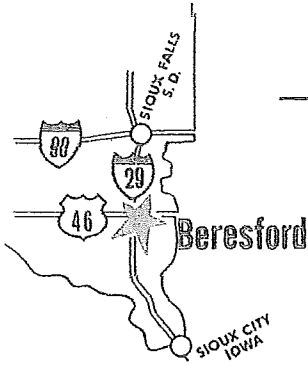
Title _____

Title _____

Date _____

Date _____

PO # _____



City Of Beresford

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

MUNICIPAL SUBSIDY DRAWDOWN REQUEST

CITY OF BERESFORD

Beresford Faith In Action hereby requests the drawdown of the monetary subsidy appropriated for the agency on the FY2024 Municipal Budget in the amount of \$6,000.00.

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

Authorized Signature: Nancy Swanstrom

Date: 10-24-24

Beresford Faith in Action	2024	
Financial Report	10/23/2024	
Beg Checking Balance	\$67,529.66	
Operating Fund		
Beginning Balance	\$61,119.99	
Income	\$24,535.95	
Operating Fund Expense	\$10,702.35	
Transfer to programs	\$26,000.00	
Ending Balance	\$48,953.59	
Back Pack Program		
Beginning Balance	\$1,785.89	
Income	\$1,996.00	
Transfer from Oper Fund	\$2,000.00	
Expense	\$3,236.90	
Ending Balance	\$2,544.99	
Food Pantry		
Beginning Balance	\$3,918.15	
Income	\$75.00	
Trans from Oper Fund	\$9,000.00	
Expense	\$9,391.03	
Ending Balance	\$3,602.12	
Crisis Fund		
Beginning Balance	\$705.63	
Income	\$0.00	
Transfer from Oper Fund	\$15,000.00	
Expense	\$11,055.79	
Ending Balance	\$4,649.84	
Total Income	26,606.95	
Total Expense	34,386.07	
Checking Balance	59,750.54	

CITY OF BERESFORD

**NOTICE OF HEARING
APPLICATION FOR RETAIL (ON-SALE) LIQUOR – RESTAURANT LICENSE**

Notice is hereby given that the following license application for a Retail (on-sale) liquor – Restaurant license for Kava Rose has been filed in the City Finance Office, Beresford, South Dakota.

Retail (On-Sale) Liquor - Restaurant License:

Kava Rose
105 N 3rd St.
Beresford, SD 57004

A Public Hearing will be held on November 18, 2024, at the City 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 license.

Elaine Johnson, Finance Officer

Published: November 7, 2024
Legal, One Time
Published at an approximate cost of \$ _____

APPROVAL OF LOCAL BOARD

Notice is hereby given that the following license applications for the sale of Alcoholic Beverages and wine & cider for the year January 1, 2025 through December 31, 2025 have been filed in the City Finance Office, Beresford, South Dakota.

	<u>License #</u>
Retail (on-sale) Liquor	RL-5454
Package (off-sale) Liquor	PL-5038
Bertz Beer Garden 210 S 17 th St. Beresford, SD	
Retail (on-sale) Liquor-Restaurant	RR-27251
Bertz Sports Bar & Grill 1406 W Cedar St. Beresford, SD 57004	
Retail (on-sale) Liquor	RL-5452
Bridges at Beresford 601 S 7 th St. Beresford, SD 57004	
Retail (off-sale) Wine and Cider	RW-20312
Dollar General Store #10599 806 W Cedar St. Beresford, SD 57004-1009	
Package (off-sale) Liquor	PL-4681
Fiesta Foods Hwy 46 & 13 th St. Beresford, SD 57004	
Retail (on-sale) Liquor	RL-5453
Klassix Inc. 206 N 3 rd St. Beresford, SD 57004	
Package (off-sale) Liquor	PL-28115
Casey's General Store #2830 910 W Cedar St. Beresford, SD 57004	

2024	Server/ Bartender	Grounds Maintenance	Recycling/ Landfill	Snowplow/ Equipment Operator	heavy Maintenance/ Equipment Repair	Maintenance/ Repair	Summer Library Assistant	Children's Librarian	Librarian	Custodian	Police Officers (certified)	Pool Attendant w/ Cert.	Pool Lifeguard	Pool Manager	Clubhouse Attendant	Clubhouse Admin. Assistant
0 - < 12 Months (starting wage) 90%	\$ 11.20	\$ 12.29	\$ 13.19	\$ 17.24	\$ 16.11	\$ 14.76	\$ 12.06	\$ 17.84	\$ 17.16	\$ 14.09	\$ 25.00	\$ 12.10	\$ 14.76	\$ 17.85	\$ 11.20	\$ 16.50
12 Months - < 24 Months (1st anniversary) 92.5%	\$ 11.20	\$ 12.63	\$ 13.55	\$ 17.71	\$ 16.56	\$ 15.17	\$ 12.40	\$ 18.29	\$ 17.60	\$ 14.48	\$ 25.00	\$ 12.86	\$ 15.17		\$ 11.51	
24 Months - < 36 Months (2nd anniversary) 95%	\$ 11.20	\$ 12.97	\$ 13.92	\$ 18.19	\$ 17.01	\$ 15.58	\$ 12.73	\$ 18.74	\$ 18.03	\$ 14.87	\$ 25.00	\$ 13.21	\$ 15.58		\$ 11.82	
36 Months - < 48 Months (3rd Anniversary) 97.5%	\$ 11.20	\$ 13.31	\$ 14.28	\$ 18.67	\$ 17.45	\$ 15.99	\$ 13.07	\$ 19.20	\$ 18.47	\$ 15.26	\$ 25.00	\$ 13.55	\$ 15.99		\$ 12.13	
48 Months - < 60 Months (4th Anniversary)	\$ 11.20	\$ 13.65	\$ 14.65	\$ 19.15	\$ 17.90	\$ 16.40	\$ 13.40	\$ 19.65	\$ 18.90	\$ 15.65	\$ 25.00	\$ 13.90	\$ 16.40		\$ 12.44	

Minimum wage increased in 2024 to \$11.20; \$0.40 increase

09/03/24 Council approved \$1.50 wage increase for Children's Librarian & Librarian.
 04/01/24 Clubhouse Admin Assistant wage was increased from \$13.75 to \$16.50/hr.
 12/04/23 Council approved with the exception of Pool Attendant, Pool Attendant w/Cert./Lifeguard. Those will be revisited at a later date. 04/15/24 Council approved the pool wages.
 New for 2023: Used the Union Scale Method. Starting at 90%. Fill in top of scale (48 mos - 60 mos.) and formulas will autofill %.

Effective 1/01/2024

Job Descriptions

Server/Bartender - Bridges Indoor Clubhouse

Ground Maint. - Mowing, Weedeating, prepping fields, flowers, other outside duties assigned.

Recycling/Landfill - Rubble Site and Recycling Attendants

Snowplow/Equipment Operator - Running the snowplow and other heavy duty equipment

Heavy Maintenance/Equipment Operator - Hot Mix/Asphalt repair, Wheel loader/Backhoe, Truck driving w/CDL

Maintenance/Repair - Park/Golf Course Equipment maintenance and repair, Street/Water/Sewer maintenance and repair

Summer Library Assistant - Assist Head Librarian and other assigned duties, Temporary Spring/Summer position

Children's Librarian - Assist Head Librarian and other assigned duties.

Librarian - Assist Head Librarian and other assigned duties.

Custodian - Custodial duties in any department

Police Officers - Certified Police Officers

Pool Manager - Oversees all pool employees, coordinates schedules, handles daily deposits, other duties assigned by Dept Head.

Pool Attendant - Pool employee who checks customers in at the front desk and manage the pool's slide

Pool Attendant w/ Cert. - Pool employee that is certified who checks customers in at the front desk and manage the pool's slide

Pool Lifeguard - Pool employees that have completed training and are certified lifeguards.

Clubhouse attendant - Prep and maintain golf carts, upkeep outside and inside the clubhouse, other duties assigned by Dept. Head.

**CITY OF BERESFORD, SOUTH DAKOTA
ORDINANCE NO. 2024-05
2025 APPROPRIATION ORDINANCE**

Be it ordained by the City of Beresford, SD that the following sums are appropriated to meet the obligations of the municipality.

	General Fund
Governmental Funds	
410 General Government	
4110 Legislative	47,800.00
411.5 Contingency	30,000.00
4120 Executive	12,861.00
4130 City Administrator	170,756.00
4140 Financial Administration	171,996.00
4150 City Attorney	26,800.00
4190 Government Building	34,386.00
Total General Government	\$ 494,599.00
420 Public Safety	
4210 Police	703,080.00
4220 Fire	93,341.00
Total Public Safety	\$ 796,421.00
430 Public Works	
4310 Highways and Streets	856,058.00
4410 Mosquito Control	3,500.00
Total Public Works	\$ 859,558.00
450 Culture and Recreation	
4520 Parks	572,325.00
4530 Swimming Pool	194,135.00
4540 Subsidy	101,500.00
4550 Libraries	272,785.00
Total Culture and Recreation	\$ 1,140,745.00
460 Conservation and Development	
4650 Economic Development and Assistance	24,970.00
Total Conservation and Development	\$ 24,970.00
510 Other Financing Uses	
511 Operating Transfer--Out	-
Total 2024 Appropriations	\$ 3,316,293.00
Total Appropriations and Accumulations	\$ 3,316,293.00
Governmental Funds	General Fund

Unassigned Fund Balance	175,128.00
310 Taxes	1,631,585.00
320 Licenses and Permits	15,250.00
330 Intergovernmental Revenue	168,530.00
340 Charges for Goods and Services	53,400.00
350 Fines and Forfeits	200.00
360 Miscellaneous Revenue	97,200.00
390 Other Sources	1,175,000.00
Total Means of Finance	\$ 3,316,293.00

The following is a summary of those funds for which spending authority has been approved by the electorate:

Fund	Amount Authorized	Expended to Date	Unexpended Authorization
Community Center Bond	1,715,000.00	1,200,000.00	515,000.00
Lewis & Clark GO Bond	1,850,000.00	1,610,000.00	240,000.00
Swimming Pool Bond	2,910,000.00	175,000.00	2,735,000.00
Grace V Nelson Ballfield Complex	3,400,000.00	400,000.00	3,000,000.00
Totals	\$ 9,875,000.00	\$ 3,385,000.00	\$ 6,490,000.00

The finance officer is directed to certify the following dollar amount of tax levies made in this ordinance to the County Auditors.

General Tax Levy	\$ 895,285.00
Total	\$ 895,285.00

Mayor, City of Beresford

Attest:
Finance Officer, City of Beresford

First Reading:	November 4, 2024
Second Reading:	November 18, 2024
Adopted:	November 18, 2024
Publish:	November 28, 2024
Effective:	January 1, 2025

City of Beresford Travel Voucher

Name: Austin Hansen

1. Destination & Location of Event: Fargo, ND

2. Reason for travel: TOC Planning (Telecom Operations Conference)
(Meeting Agenda, Training Schedule or other supporting documentation must be attached.)

3. Place of departure: Beresford

4. Departure time & date: 11/14/2024

5. Arrival time & date: 11/14/2024

6. Cost of Lodging: 198.00

Departure from destination:

7. Departure time & date: 11/15/2024

8. Arrival time & date: 11/15/2024

Transportation:

Personal Vehicle:

Mileage claimed: _____
(Mileage reimbursement will be paid at the IRS Federal rate.)

City Owned Vehicle:

Commercial Transportation:

Cost of commercial transportation: _____

Meals claimed: _____

(Meals will be reimbursed at the state rate if not provided by the event host.)

Signature: _____ Date: _____

My signature certifies that expenses incurred for travel and the above statements are true and accurate to the best of my knowledge.

Approving Signature for Travel: Tony Hansen

Finance Officer Signature: Claine Johnson