



**BOARD OF COMMISSIONERS
AGENDA**

SEPTEMBER 27, 2021

5:30PM – COMMISSION ROOM – 116 W CENTER ST

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/85312395525>

You can also dial in using your phone.
+1 312 626 6799

Meeting ID: 853 1239 5525

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

- 1) Board Meeting Minutes - August

CONSENT CALENDAR

- 1) Minutes - September 20, 2021
- 2) Claims for Approval - September 29, 2021
- 3) Claims for Ratification - September 17, 2021
- 4) Acknowledge Highway Safety Project Grant - Police Department

UNFINISHED BUSINESS

NEW BUSINESS

- 1) Discuss use of Community Center Maintenance & Repair Reserve for Life Floor Installation, Blasting & Painting Pool, Gutter Replacement

PUBLIC COMMENT

ANNOUNCEMENTS

EXECUTIVE SESSION

- 1) SDCL 1-25-2(1)

NEW BUSINESS

- 1) Consider Personnel Matter from Executive Session

ADJOURN

Supplementary agenda information may be accessed at www.cityofmadisonsd.com
AGENDAS – CITY COMMISSION

If special accommodations are necessary to attend any Board of Commissioners meeting, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.

**MADISON MUNICIPAL AIRPORT BOARD
MINUTES
AUGUST 17, 2021
6:00pm - Airport Lobby - 1600 Airport Drive**

CALL TO ORDER: Roy Brown, Ken Johnson, Tim Peters, Myron Downs, Morris Riggin; Absent: Dave Gilbert, ex-officio George Colombe, Commissioner Shaw. Guests: Traci Namken, Jake Braunagel.

APPROVE JULY 20, 2021 MINUTES - Motion to approve by Myron, second by Tim. Motion carried.

APPROVE AUGUST 17, 2021 AGENDA: Motion to approve by Tim, second by Roy. Motion carried.

APPEARANCES/ACKNOWLEDGEMENTS/CORRESPONDENCE

- 1) Acknowledge Fuel Update - July - Reviewed the fuel update. 100LL sales up from June, Jet A down slightly.
- 2) Acknowledge KLJ Status Report - July 2021 - Paving should begin week of August 22, 2 days to complete work. Seeding, line striping will be done at a later date.

UNFINISHED BUSINESS

- 1) 2022 Budget - Traci requested budgetary items from the Board and Airport for 2022. She will get it compiled for final review at September meeting.

NEW BUSINESS

- 3) Ratify Bills - July 28, August 4, August 11 - Motion to ratify bills as presented by Myron, second by Tim

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Next Meeting - September 21, 2021
- 20 Airshow scheduled for September 18th. Full schedule of events found on Facebook Event

ADJOURN: Motion to adjourn by Ken 6:21pm.

If special accommodations are necessary to attend any Madison Municipal Airport Board meeting, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.

*Madison Community Center
Governing Board Minutes
Thursday, August 19, 2021 @ 6:30 AM
ZOOM Conference Call and in-person*

Call to Order: Danny Frisby-Griffin called the meeting to order at 6:33am in the Community Center Meeting Room and via ZOOM/conference call.

Members Present: Danny Frisby-Griffin, Michelle Corey, Sara Hare, Brian Keller, Tyler Steele, Jennie Thompson

Members Absent: Josh Anderson, Laura Boecker, Jeff Dittman

Ex-Officio Present: Jeremiah Corbin-absent. Both Jameson Berreth - City Administrator and Sonya Wilt - Finance Officer present to offer assistance.

Staff Present: Nicholas Hansen, Laurie Bunker

1. **Approval of the August 19, 2021 board meeting agenda:** Agenda was presented. Motion was made to approve by Jennie Thompson and seconded by Sara Hare. Motion carried.
2. **Approval of the July 15, 2021 board meeting minutes:** The meeting minutes were presented. Motion to approve was made by Jennie Thompson and seconded by Michelle Corey. Motion carried.
3. **Committee Reports**
 - a. **Executive Committee:** None
 - b. **Budget:** Will be meeting in the next week to further discuss a couple future budget items and expenses.
 - c. **Membership/Marketing:** Met to discuss how to increase personal training offered through the community center.
 - d. **Facilities:** None
4. **Department Reports:** The department reports were acknowledged as presented in the board packet.
 - **Director:** Included in board packet. Looking into hand dryers vs paper towels and will add to agenda for next month for further discussion.
 - **Fitness Coordinator:** Included in board packet.
 - **Group Trainer Coordinator:** Included in board packet. Free group training will be offered to help promote classes to both members and non-members during September.
 - **Aquatic Coordinator:** Included in board packet
 - **Youth Activities Coordinator:** Included in board packet
 - **Recreation/Intramural/MAC Coordinator:** Included with the director report.

Old Business

5. **Discussion and decision: MAC Facility Status, Personnel update and organizational structure -MAC, REC/INTRA update, Custodian Position:**
 - **MAC, REC/INTRAMURAL:** With the Delta variant becoming an increasing area of concern and current financial status of the community center the board has made the decision to temporarily wait on hiring for the MAC, REC/INTRAMURAL position. The current staff will meet to review and develop a temporary plan on incorporating the position responsibilities within their departments until further instruction is given.
 - **CUSTODIAN:** It has been decided to not hire for the current maintenance/custodian job opening, but create a new custodian position that does not include maintenance in the job duties. Director Nick Hansen will move forward with the process involved in creating a new position.
6. **Update: Roof bid update:** No new updates at this time.

*Our mission is to serve the health, wellness, recreational and social needs of Dakota State
University, City of Madison and the surrounding area.*

7. **Update and decision (if required): Membership, Marketing and Corporate Sponsorship: non-compete agreement and social media policy recommendations – Guest: Tarah Lidel:** Tara Lidel was present to have her questions regarding the current “*Community Center Professional Training, Certifications and No Compete Clause*” clarified with focus on the “*No Compete*” clause within the policy. After further discussion with Miss Lidel the governing board agrees that the current policy does need to be further reviewed and updated, ensure that consistent communication in policy is being performed, and equal enforcement between all policies in place. The executive committee will meet to review the current policy with recommendations to present to the governing board.
8. **Discussion and direction: 2022 budget and financial direction; LAIC grant for extra room:** LAIC is keeping a watch out for any possible grants that become available that would be of a benefit the Madison Community Center.

New Business

9. **Discussion and Acknowledge: July 2021 revenue and expense reports:** The revenue and expense reports through July were acknowledged as presented in the board packet. A summary update with items to note was provided by Sonya.
10. **Update: ASP swimming pool incidents:** Update given in the Aquatic Coordinator department report provided withing the board packet.
11. **Discussion and Decision: Replacement of Pool Tile & Spraying Tile:** The community center is currently working with DSU and a tile installer to replace tiles that are coming up on the pool deck. Also getting quotes for a spray over the floor that would improve traction. This option is a short-term fix that lasts for approximately 2 years. LifeFloor is interested in requoteing for the pool deck as they have some improved pricing options within the company to offer.
12. **Discussion: Pool Gutter Zero Depth:** Some areas around the pool gutter are of a concern. Replacing the gutter brackets would cost around \$6,500 in materials alone, installation not included. The current plan is to drain the pool in 2022 and perform the maintenance needed. This would be an ideal time to replace the gutter brackets and allow time to budget accordingly. The facilities committee will meet to rank the list of priorities for the pool.
13. **Discussion and decision: Resolution to charge a transaction processing fee using (CC, chargecards, debit cards, and e-checks):** The City of Madison passed a resolution to charge a transaction fee when credit cards/debit cards are used for bill pay. Per request, Sonya will follow up with the governing board on how much the community center pays in transaction processing fees. The board will then further discuss if to align with the City of Madison in charging the transaction fee to the member or if to continue to paying the fee through the community center.
14. **Discussion: Fall ASP (masks):** The After School Program will follow the elementary school protocol regarding mask usage.
15. **Discussion: Birthday Parties:** The Madison Community Center would like to include a bouncy house as part of the birthday party package with rates adjusted accordingly. Due to the high liability, regardless of a signed waiver, the board is in agreement to not offer bouncy houses as a birthday party option.
16. **Discussion and decision: Membership fee increase:** Director Nick Hansen presented to the board a 3% member increase and removal of the Month to Month Premium Membership plan due to no utilization. Sara Hare made a motion to accept the 3% increase in membership rate going into effect January 1, 2022 and seconded by Michelle Corey. Motion carried. The upcoming increase will be noted in the fall brochure with the increase in rate being included in the winter brochure. The board agrees that going forward any type of membership increases should be done on a January 1st timeline to improve consistency and communication.
17. **Public comments per resolution No. 2018-11:** None

Adjourn: Meeting adjourned at 8:00am.

Next scheduled board meeting is September 16, 2021 @ 7:00 am.

MINUTES OF THE BOARD OF TRUSTEES MEETING
MADISON PUBLIC LIBRARY
TUESDAY, AUGUST 17, 2021

The Board of Trustees of the Madison Public Library met at 5:15 p.m., on Tuesday, August 17, 2021, via Zoom. Members present were John Nelson, Jody Johnson, Carrie Studer, Kelly Dybdahl, and Loretta Chandler. Courtney Weck and Kelli Wollmann were absent.

President John Nelson called the meeting to order. A quorum was present.

Motion by Carrie Studer, seconded by Loretta Chandler, to approve the agenda as printed. Motion carried.

Motion by Loretta Chandler, seconded by Carrie Studer, to approve the minutes of the July 20, 2021, meeting as printed. Motion carried.

Motion by Loretta Chandler, seconded by Carrie Studer, to approve the bills submitted for payment. Motion carried.

The librarian's report included the following:

- The summer reading program concluded on July 31.
- The library will host a discussion of the book The Children's Blizzard by Melanie Benjamin on August 19
- Contae Loch will perform in Library Park on August 23
- Family Bingo Night at the library on September 9
- Melanie and Lisa will staff a booth at Madison's Bacon Bash on September 11
- Fall session of storytime begins on September 13. There will be 4 sessions weekly
- Children's librarian, Lisa Martin, has completed a Masters degree in library science

In continuing business, the AWE computers will be ordered as soon as the Department of Education sends its approval.

In new business, the Board reviewed the first draft of the Library's operating budget request for 2022. It will be reviewed again in September when the personnel budget request will be available.

The option of discontinuing fines was presented. More study is needed before taking any action.

There were no public comments.

Respectfully submitted,

Nancy Sabbe, Librarian

**PLANNING COMMISSION PROCEEDINGS
CITY OF MADISON
August 10, 2021**

Chairman John Groce called the meeting to order at 7:05am.

The following members were present for roll call: Chairman John Groce, Commissioner Jim Iverson, Bob Maxwell, Michael Johnson, Roger Olson and Jennifer Wolff. Also present were City Commission Liaison Jeremiah Corbin and Administrative Official Ryan Hegg. Absent was Commissioner Fawbush.

Motion by Commissioner Iverson to approve the July 13, 2021 Planning Commission minutes, second by Commissioner Wolff. Motion carried unanimously.

Motion by Commissioner Olson, second by Commissioner Maxwell to approve the August 10, 2021 agenda. Motion carried unanimously.

This being the time and place set for the hearing on Rezone Petition Request No. 654 from Eric Fosheim on behalf of LAIC for the property at the intersection of John Deere Circle and Industry Avenue from Light Manufacturing (ML) to Highway Business (HB). The following people were in attendance in addition to the Commission and the aforementioned individuals: Police Chief Justin Meyer, City Finance Officer Sonya Wilt, Eric Fosheim, Troy & Kristin Fox, and City Engineering Technician Dan Whitlock.

Dan Whitlock Started going through the information of the Rezone. He stated where the property was located and that the Rezone requested would go from Heavy Manufacturing to Highway Business. Eric Fosheim then spoke on the Rezone. Mr Fosheim started by saying that if the rezone was approved that Mr & Mrs. Fox would then have to apply for a Conditional Use for the Physical Therapy clinic. The property that is being platted is approximately 2.3 acres. They are not rezoning the entire parcel because there may be something that comes along later. Commissioner Johnson asked about notifications. Eric said that he did notify. Mr Whitlock added that the Engineering office sends out notifications to property owners out to 250' for Rezones. Commissioner Maxwell asked about the size of the building. Mr Fosheim stated that it would be 60' x 180', and that it would be split 50/50. Commissioner Iverson asked about other existing space available in Madison. Mr Fosheim did not know of any space available that size. Commissioner Iverson also asked about the spot Rezone. He is concerned about the spot rezone and the implications that it may cause in the future. He also asked what Runnings need to do when they acquired their property. It was stated that Runnings had to go through a variance and Conditional Use and did not need to Rezone. Commissioner Johnson asked about how many acres were left to develop in the Industrial Park. Mr Fosheim stated that there were approximately 25 acres left not including the 42 acres that is being set aside for Tru-Shrimp. Mr Fosheim stated that the new building would run East & West and face the north.

Motion by Commissioner Johnson to pass on to the City Commission, second by Commissioner Olson. Motion carried unanimously

First District Association of Local Governments. - There was a brief discussion on when to have meeting with Luke Muller on the Comprehensive Land Map Review. It was decided that the meeting would be on August 31st at 7am.

Adoption Process for Medical Marijuana – City Finance Officer Sonya Wilt went through the timeline for the approval. They are looking for an area for a dispensary. There will be 1 license issued within the City of Madison at the cost of \$5000.00. Police Chief Meyer indicated there would be a 1000-foot buffer for schools. This would not include DSU or Daycare facilities. By having the 500' or 1000' buffer the dispensary would more than likely need to be located near the edge of Madison. Restricted hours are also being looked at for the dispensary. It could also be restricted by Zoning Ordinance. It should be treated like a pharmacy, and there would be a license needed by the state and a permit required by the city to run the dispensary. It was asked if the dispensary could be added in the county. Chief Meyer would like to see it located on the edge of town and 500' away from residences.

The Planning Commission came up with the following recommendation – It will be located in the Highway Commercial Zone, 500' from any Residence, 1000' from any school, Hours of operation from 9am to 7pm.

Motion by Commissioner Johnson on Medical Marijuana dispensary recommendation the City Commission, second by Commissioner Olson. Motion carried unanimously

There were no public input comments.

Motion by Commissioner Maxwell, second by Commissioner Olson to adjourn. Motion carried unanimously.

The meeting adjourned at 8:28am.

Dan Whitlock
Planning Commission

**PLANNING COMMISSION PROCEEDINGS
CITY OF MADISON
August 24, 2021**

Chairman John Groce called the meeting to order at 7:04am.

The following members were present for roll call: Chairman John Groce, Commissioners Jim Iverson, Bob Maxwell, Michael Johnson, Roger Olson, Donna Fawbush and Jennifer Wolff. Also present were City Commission Liaison Jeremiah Corbin, non-voting member Mandi Anderson, Finance Officer Sonya Wilt, and Administrative Official Ryan Hegg.

Motion by Commissioner Wolff to approve the August 10, 2021 Planning Commission minutes, second by Commissioner Johnson. Motion carried unanimously.

Motion by Commissioner Iverson, second by Commissioner Olson to approve the August 24, 2021 agenda. Motion carried unanimously.

Plat for Lot 7, Block 8, Lakeview Industrial Park Addition - Dan Whitlock spoke on the location of the the parcel and that it was being used for the Fox's printing business and physical therapy clinic.

First District of Local Governments - Luke Muller from First District went through where we were at with the Comprehensive Land Use Plan. He went through the areas around town and touched on if there should be any changes made. He went through his Land Use Key document and the meaning of it. He then went through the Land Use maps and the uses he has shown. He asked if anyone could think of anything that needed to be changed. Luke brought up the area between 2nd Street South and 4th Street South along the railroad. He asked if anyone had any ideas on this at this time.

Sonya Wilt spoke about the marijuana going in the Highway Business. Sonya asked Luke about the finalization of the land use plan. Luke stated that he hoped it would be done by the end of 2021, but hopefully sooner. He said that Highway Business would more than likely become less after the final map revisions. Sonya asked about the mixed use areas and if they would possibly leave openings for the marijuana dispensary. Luke stated that there should not be much potential for that happening. Cultivation of marijuana was brought up and asked if it was allowed. Sonya stated that it is not allowed at this time in Madison. There have been a couple of people asking about it. Luke stated that he is hoping to have the next meeting in October.

There were no public input comments.

Motion by Commissioner Johnson, second by Commissioner Olson to adjourn. Motion carried unanimously.

The meeting adjourned at 8:08am.

Dan Whitlock
Planning Commission

**CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042**

September 20, 2021
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 20th day of September with the following members present on roll call: Mayor Marshall Dennert and Commissioners Jeremiah Corbin, Kelly Dybdahl, Adam Shaw, and Jerae Wire.

The Pledge of Allegiance was recited.

Motion by Commissioner Corbin to adopt the September 20th agenda. Motion seconded by Commissioner Shaw. Motion carried unanimously.

Motion by Commissioner Dybdahl, second by Commissioner Corbin, to move item #4 (Authorize the Mayor to Sign Substation Radio Tower Lease Agreement with East River Electric Power Cooperative) to New Business and approve the following items on the consent calendar: Minutes - September 13, 2021, Claims for Approval - September 22, 2021, Personnel - September. Motion carried unanimously.

Claims for Approval - September 22, 2021:

AAA Collections Inc August AAA 539.07; Allegra Brochures/Loan Cards 466.92; Appeara Mat Rentals 146.66; Automatic Building Controls Annual Monitor Contract 360.00; Axtell/Marcus W Refund After Deposit 228.87; Baker & Taylor Books 31.87; Berreth/Jameson NPFLRA Training-Urbandale, IA 285.30; Big Sioux Community Water Sys August Usage 11,907.64; Blackstone Publishing Books 64.60; Bobs Electric of Madison Inc Fan Weg Motor 35.62; Border States Electric Supply Photo Eyes/Zip Ties 659.76; Builders FirstSource Sono Tube/Runnings SL 934.57; Butler Machinery Co Turbo Replacement 19,266.42; Carquest of Madison Brake Lines/Fittings/Washer Fluid 141.65; CenturyLink QC September Phone Bill 90.84; City of Sioux Falls Bacteria Tests 88.00; Coles Petroleum Products Inc Jet A Fuel 6,758.40; Dakota Supply Group Inc 200:5 CT 1,223.14; Demco Inc Book Jacket Covers/Calendar 225.37; East River Electric Power Coop August Transmission 29,781.22; F & M Coop Oil Co Fuel 9.00; Family Resource Network Training 15.00; FedEx Express Services 14.87; First Bank & Trust Heartland/August 440,086.01; Flores/Denis A Refund After Deposit 85.13; Foremost Promotions Kids Firefighter Helmets 290.98; Garretson Pool Garretson Pool Trips 120.00; Hach Co Chemicals 358.54; Hawkins Inc Chemicals 6,656.49; Hernandez/Julian Refund After Deposit 87.36; Hunter Publishing Inc National Night Out Ad 66.33; Infotech Solutions LLC Monthly Inv/Speakers/Webcam 4,278.87; Ingram Co Books 80.63; Josh's Tools LLC Scraper 100.00; Kibble Equipment LLC Parts 144.60; Krug Products Inc Package Shipping 276.55; Leader Printing #10 Window Envelopes 340.00; Leighton Family Farms 50 Lbs Popcorn 25.00; Lewis Drugs Inc Hand Soap/Kleenex 34.43; Madison Ace Hardware Pruners/Filters/Concrete Mix 239.88; Madison Grocery Store Inc Bottled Water 5.00; Madison Lawn Care Inc Early Fall Application 67.00; Michael Johnson Construction Bury Catch Basins 795.92; Micromarketing LLC Books 314.73; Midstates Glass LLC Window 170.00; OCLC Inc Cataloging Subscription 368.00; Office of Energy Assistance Refund Asst. Payment 255.00; Office Peeps Inc Paper Towels/Disp./Toner/Chair 1,183.40; Outer World Screen Color Run/VB T-shirts/Sweatshirts 703.00; OverDrive Books 949.82; Penguin Random House LLC Books 30.00; Porta Pros Inc Toilet Rentals 264.00; Running Supply Inc Drill Kit/Compact Vacuum/Parts 290.37; Scholastic Inc Education Books 341.44; SDN Communications Internet Oct-Library 516.79; Streichers Inc Uniform Jacket 300.00; Sturdevants Madison Inc Steering Wheel Cover/Return 5.20; Timmer Supply Co Valves/Pipes 139.82; Total Till & Seed Inc Hydrant Deposit Refund 500.00; US Dept of Energy August 2021 Services 115,885.99; Wesco Distribution Inc Nordic Secondary Peds 2,555.64; WesTech Auto Bar Screen Parts 2,841.35; Wieneke/Tori M Refund After Deposit 77.78.

Personnel:

Alexander Collins - \$11.25/hour; Grant Hasleton - \$11.00/hour, \$11.25/hour; Hannah Meyer - \$11.00/hour, \$11.25/hour.

Mayor Dennert opened the public hearing on the application for temporary alcohol license from the Knights of Columbus for the St. Thomas Gala for October 2nd. Travis Hubbell spoke on behalf of the Knights of Columbus. There being no further discussion, motion by Commissioner Shaw, second by Commissioner Dybdahl, to approve the temporary alcohol license for the Knights of Columbus St. Thomas Gala. Motion carried unanimously.

Utility Director Lawrence provided information on a substation radio tower lease agreement with East River Electric Power Cooperative. The agreement will allow for East River to construct a communications tower at 412 S Union Ave. East River will provide all tower related materials, dig the foundation for the tower and supply anchor assembly. The City of Madison will provide concrete and labor to construct the foundation. Motion by Commissioner Shaw, second by

Commissioner Corbin, to authorize the Mayor to Sign a Substation Radio Tower Lease Agreement with East River Electric Power Cooperative. Motion carried unanimously.

Motion by Commissioner Wire, second by Commissioner Corbin, to adopt Resolution No. 2021-25 - Adopt Assessment Roll and Levy Assessments - Sidewalk Improvement 2020. Motion carried unanimously.

RESOLUTION NO. 2021-25

A RESOLUTION TO ADOPT THE ASSESSMENT ROLL AND LEVY ASSESSMENTS FOR SIDEWALK IMPROVEMENT 2020

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA:

1. The City Commission has made all investigations as it deems necessary and has found and determined that the amount which each lot or tract will be benefitted by the construction of sidewalk improvements heretofore designated as Sidewalk Improvement 2020 is the amount stated in the proposed Assessment Roll.

The Assessment Roll for the Sidewalk Improvement 2020 is hereby approved, and the assessments thereby specified are levied against each and every lot, piece, parcel or tract of land described therein.

2. Such assessment, mentioned in the Assessment Roll for Sidewalk Improvement 2020 shall be collected by the County Treasurer in accordance with the procedures for Plan One in SDCL 9-43-108 in five (5) equal annual installments beginning January 1, 2022, together with interest and unpaid installments at the rate of 6.25 percent per annum but that any assessment, or any number of installments thereof may be paid without interest to the Finance Officer at any time within thirty (30) days after the approval of the Assessment Roll up to and including October 20, 2021, in the office of said Finance Officer. Installment payments will be credited in inverse order, last installment first.

Dated this 20th day of September, 2021.

CITY OF MADISON

/s/Marshall Dennert
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

Motion by Commissioner Dybdahl, second by Commissioner Corbin, to adopt Resolution No. 2021-26 - Amend Established Employee Compensation for 2021. Motion carried unanimously.

RESOLUTION NO. 2021-26

A RESOLUTION TO AMEND ESTABLISHED EMPLOYEE COMPENSATION FOR 2021

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA:

That Section C of Resolution No. 2020-32 adopted on November 23, 2020 is amended as follows:

Dated this 20th day of September 2021.

CITY OF MADISON

/s/Marshall Dennert
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

SECTION C

GRADE ASSIGNMENT FOR FULL-TIME NON-EXEMPT POSITIONS

<u>Finance</u>		<u>Grade</u>
Finance Assistant	12	
Utility Clerk		12
<u>Engineer</u>		<u>Grade</u>
Building Official/Code Enforcement Officer		19
Senior Engineering Technician		19
Engineering Technician		16
<u>Police</u>		<u>Grade</u>
Police Sergeant - Patrol		19
Police Sergeant - CID		19
Senior Police Officer		17
Police Officer		16
Administrative Assistant		12
<u>Library</u>		<u>Grade</u>
Systems Librarian		13
Children's Librarian		13
Library Assistant II		10
Library Assistant I		9
<u>Community Center</u>		<u>Grade</u>
Youth Coordinator		10
Aquatics Coordinator		9
Custodian		6

BENEFITS FOR SECTION C

- 1) Compensation time.
- 2) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
- 3) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
- 4) Holiday – 114 hours for Police Sergeant and Senior and Police Officers (Police Sergeant - CID and SRO as shifts scheduled). 92 hours all others.
- 5) Retirement – 8% for Police Sergeants and Officers. 6% all others.
- 6) Health Insurance – single \$565.78 per month; employee + one \$984.14 per month; employee + children \$1112.48 per month; family \$1153.46 per month.
- 7) Dental Insurance – single \$35.57 per month; employee + one \$65.81 per month; employee + children \$66.09 per month; family \$85.70 per month
- 8) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
- 9) Life Insurance – \$30,000 term policy.
- 10) Flexible Benefits Plan – healthcare and dependent care options.
- 11) Wellness – \$10.00 bi-weekly if employee is member of Community Center or local fitness center. Community Center employees receive single Community Center membership.
- 12) Severance – 40 hours per each 5 years service to begin after 5 years service.
- 13) Boot Allowance – \$75.00 annually with PR#1 to safety sensitive, Engineer and Police.
- 14) Shift Differential – Weekday Night and Weekend Night 5pm –7 am \$1.50 (Police Dept Only)
- 15) Shift Differential – Weekend Day 7am – 5pm \$1.00 (Police Dept Only)

Commissioner Dybdahl recognized volunteer firemen who were deployed to fight wildfires in Nebraska over the weekend.

Mayor Dennert provided an update on the RD project.

Motion by Commissioner Shaw, second by Commissioner Wire, to enter into executive session at 5:42pm pursuant to SDCL 1-25-2(4). Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Dybdahl, to come out of executive session at 6:21pm. Motion carried.

Motion by Commissioner Dybdahl, second by Commissioner Shaw, to adjourn. Motion carried.

The Board of Commissioners adjourned at 6:22pm.

/s/Sonya Wilt
Finance Officer



EXHIBIT A
FFY 2022
HIGHWAY SAFETY PROJECT AGREEMENT
OFFICE OF HIGHWAY SAFETY

118 West Capitol Avenue, Pierre SD 57501
Phone: (605) 773-4949; FAX: (605) 773-6893

Grantee Agency: Madison Police Department			DUNS Number: 168739977		
Project Title: Speed Enforcement					
Address: 116 W Center Street		City: Madison		State: South Dakota	Zip: 57042
County: Lake	Project Director: Ryan Rook			Phone: (605) 256-7506	
Email: ryan.rook@cityofmadisonsd.com			Project Number: 2022-00-42		
MOE: Not Required	Local Benefit: 100			Indirect Cost Rate: 0.00%	
Federal Award Amount: \$2,221,915.87		FAIN: 69A37520300004020SD0			
Federal Award Amount: \$2,204,737.50		FAIN: 69A37520300004020SD0			
Period of Performance/Budget Period: 10/1/2021-09/30/2022		Research and Development? No			
Federal Award Date: 10/01/2021		CFDA Title: State and Community Highway Safety			
Project Description: Speed and Seat Belt Use Enforcement					
Federal Awarding Agency: National Highway Traffic Safety Administration					
Pass-through Entity: South Dakota Department of Public Safety, Office of Highway Safety					
Pass-through Entity Contact: Amanda Hossle at (605) 773-4949 or amanda.hossle@state.sd.us					
Federal Fiscal Year 2022 Approved Budget					
Cost Summary	Current Approved	Additional Approved	Total to HSP	Sections	CFDA/Assistance Listing
Personal Services	\$5,000.00	\$0.00	\$5,000.00	Section 402	20.600
Travel	\$0.00	\$0.00	\$0.00		
Contractual Services	\$0.00	\$0.00	\$0.00		
Equipment	\$2,050.40	\$0.00	\$2,050.40	Section 402	20.600
Other Direct Costs	\$0.00	\$0.00	\$0.00		
Indirect Costs	\$0.00	\$0.00	\$0.00		
SUB TOTAL CATEGORIES	\$7,050.40	\$0.00	\$7,050.40		
Federal Funds	\$7,050.40	\$0.00	\$7,050.40		
State & Local Match	\$1,762.60	\$0.00	\$1,762.60		
Total Federal & Match	\$8,813.00	\$0.00	\$8,813.00		



Client Solutions Document

Madison Community Center
Madison Community Center Pool Deck

September 21, 2021

Life Floor

2010 E Hennepin Ave
Building 8, Suite 206
Minneapolis, MN 55413
solutions@lifefloor.com
612.567.2813

Life Floor Contacts

	Name	Email	Phone
Authorized Rep:	E32 Holden Bigler-Johnson		
Certified Installer:	Inside Edge		



CSD1280



Project Details

Current Conditions: Renovation

Square Feet: 6624

Preparation of Substrate: Substrate needs to be prepared to match Life Floor substrate specifications

Design: Custom

Application: Pool Deck

Need by Date (On Site):

1/31/2022 (If Life Floor is required to hold materials past need by date, an additional storage fee will be charged).

Item	Quantity	Rate	Amount
Square Limelight Ripple 2.0 3/8" US Limelight LX.40 	198	\$52.00	\$10,296.00
Square Seafoam Ripple 2.0 3/8" Seafoam TX.40	175	\$48.00	\$8,400.00
Square Turquoise Ripple 2.0 3/8" US Turquoise TX.50 	70	\$48.00	\$3,360.00





Client Solutions Document

Item	Quantity	Rate	Amount
Square Aviator Ripple 2.0 3/8" US Aviator BX.40 	200	\$48.00	\$9,600.00
Square Bluebird Ripple 2.0 3/8" US Bluebird BX.50 	196	\$48.00	\$9,408.00
Square Ocean Ripple 2.0 3/8" US Ocean BX.70 	136	\$48.00	\$6,528.00
Square Kestrel Ripple 2.0 3/8" US Kestrel BC.60 	158	\$48.00	\$7,584.00
Square Heron Ripple 2.0 3/8" US Heron BC.30 	85	\$48.00	\$4,080.00
Square Foghorn Ripple 2.0 3/8" US Foghorn GX.30 	170	\$48.00	\$8,160.00
Square River Rock Ripple 2.0 3/8" US River Rock GX.50 	63	\$48.00	\$3,024.00
Square Boulevard Ripple 2.0 3/8" US Boulevard GX.60	268	\$48.00	\$12,864.00



CSD1280



Client Solutions Document

Item	Quantity	Rate	Amount
Square Boulevard Ripple 2.0 3/8" US Boulevard GX.60 CUSTOM CUTTING REQUIRED (45) drain pieces	8	\$48.00	\$384.00
Square River Rock Ripple 2.0 3/8" US River Rock GX.50 CUSTOM CUTTING REQUIRED (54) Drain pieces 	9	\$48.00	\$432.00
Square Bluebird Ripple 2.0 3/8" US Bluebird BX.50 CUSTOM CUTTING REQUIRED (40) Drain Pieces 	7	\$48.00	\$336.00
Square Seafoam Ripple 2.0 3/8" Seafoam TX.40 CUSTOM CUTTING REQUIRED (45) Drain Pieces	8	\$48.00	\$384.00
Square Turquoise Ripple 2.0 3/8" US Turquoise TX.50 CUSTOM CUTTING REQUIRED (20) Drian Pieces 	4	\$48.00	\$192.00
Transition Strip River Rock Ripple 2.0 3/8" US GX.50	260	\$18.00	\$4,680.00
Transition Strip Bluebird Ripple 2.0 3/8" US BX.50	220	\$18.00	\$3,960.00



CSD1280



Client Solutions Document

Item	Quantity	Rate	Amount
Transition Strip Limelight Ripple 2.0 3/8" US LX.40	15	\$18.00	\$270.00
Square River Rock Ripple 2.0 3/16" US River Rock GX.50	8	\$40.00	\$320.00
Square Limelight Ripple 2.0 3/16" US Limelight LX.40	8	\$43.00	\$344.00
TR-GX.30-LFLogo Triangle Foghorn Life Floor Logo Foghorn Triangle Life Floor Logo	2	\$0.00	\$0.00
Depth Marker FT Exact Numbers Needed Before Ordering	64	\$32.00	\$2,048.00
DM-NDSY-0308 Depth Marker No Diving Symbol 6x6x3/8" Depth Marker No Diving Symbol 6x6x3/8"	25	\$40.00	\$1,000.00
Custom Design US 4"x2' Long Drain Pieces	1	\$700.00	\$700.00
Discount		(\$69,589.00)	(\$69,589.00)
		Subtotal	\$28,765.00



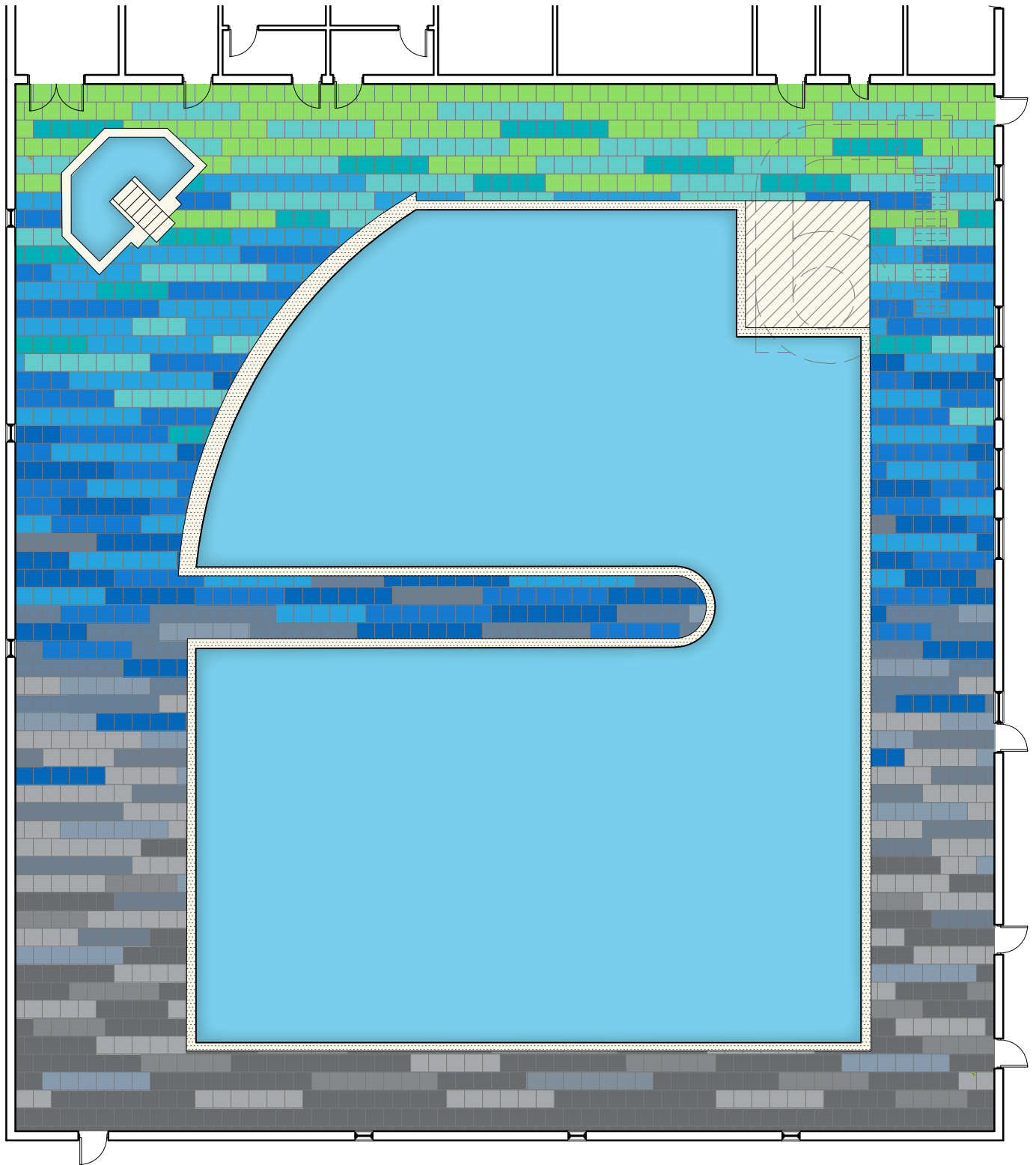
CSD1280



Client Solutions Document

Subtotal	\$28,765.00
Shipping (*rate valid for 30 days*)	\$0.00
Handling	\$175.00
Tax Total (0%)	\$0.00
Total	\$28,940.00





SCALE: 1/16" = 1'-0"



PLEASE NOTE: TWO LIFE FLOOR LOGO TILES ARE INCLUDED AS REQUIRED BY THE NSF/ANSI/CAN 50 SPLASH PAD SAFETY SURFACING STANDARD



Billing Contact

Phone:
Email:

Payment Terms

50% Deposit, 50% Net 30

Installation Address

Madison Community Center Pool Deck

Phone:
Email:

Proposal Expiration: 90 Days

Please confirm acceptance of this proposal by emailing a signed and dated copy of this form to salesorders@lifefloor.com.

Sign: _____

Date: _____

Customer Contacts

Name	Email	Phone
------	-------	-------





Client Solution Document

Safety

- Life Floor is significantly more slip-resistant than any other aquatic surface with a British Pendulum Number (BPN) of 65 and a P5 rating on the Australian Standard.
- Life Floor is soft and designed specifically for bare foot traffic. The 3/8" thickness option exceeds the NSF/ANSI 50 critical fall height requirements based on EN-1177 and has been tested to meet a 1'-0" critical fall height to cushion any falls and to minimize injury according to ASTM F1292.
- The 7/8" thickness option is recommended for landing pads with a critical fall height of 4'-0" according to ASTM F1292.

Maintenance

- Unlike coatings and sealants that need to be periodically reapplied, Life Floor's traction and cushioning will last the entire life of the tile. Should a tile become damaged, modular tiles allow for easy replacement as opposed to replacing an entire substrate.
- Closed-cell construction does not support the growth of harmful bacteria and mold. Life Floor Cleaners have been formulated specifically for Life Floor tiles to make cleaning as effective as possible. Our tiles have demonstrated a 99.9% reduction of organisms after being sanitized.
- Life Floor tiles are 99.6% impervious. They will not absorb water, contaminants, or other liquids, and underwater applications last just as long as above-water applications.
- Please review Owners Manual on how to best maintain Life Floor.

Design

- Our current palette includes 25+ popular Pantone shades. Life Floor is available in two natural textures. Ripple texture is recommended for kids' play areas because it is the most slip-resistant texture. Tiles are manufactured in 3/16", 3/8", and 7/8" thickness options. Life Floor is manufactured in 24"x24" squares, but tiles can be cut, arranged, and rearranged, to create a remarkable number of designs, including rectangles, triangles, hexagons, and curves. Precision custom cutting allows for unlimited theming and inlay design capabilities.
- Tiles are UV stable and last in extreme hot and cold conditions both indoors and outdoors.
- Our lightest color tiles stay cool underfoot and are suggested for outdoor use.



Certified to
NSF/ANSI Standard 50

Introducing: NSF/ANSI 50

In 2019, after four years of research, testing, and careful deliberation, NSF/ANSI 50 has created a new standard for splash pad surfaces. Following rigorous testing and research, NSF/ANSI 50 concluded that for a surface to meet an appropriate standard for splash pad surfacing, it must fill six unique performance-based requirements. Life Floor is proud to be the first splash pad surface in the world to be certified to this new standard. Our 3/8" Ripple tiles meet all requirements of slip-resistance, impact absorption, chemical resistance, UV stability, cleanability, and impermeability.

The surface is indispensable to the play value and unique experience of each splash pad. That's why we're committed to designing the safest, most beautiful splash pad surfaces using only products engineered exclusively for aquatic play. For more information about the standard and our performance testing, visit lifefloor.com/nsf-ansi-50.



Terms & Conditions of Sale

1. GENERAL.

Life Floor® agrees to provide the products (the "Products") and the installation and other services ordered by Customer (the "Services") in accordance with these Terms and Conditions, which shall be deemed a part of any Purchase Order and shall be incorporated therein by this reference. If Customer has not otherwise agreed to these Terms and Conditions as a part of a Purchase Order, Customer's accepting delivery of the Products or making payment therefor will constitute Customer's acknowledgment of its agreement to these Terms and Conditions. To the extent of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set forth in any Customer purchase order, order confirmation or other document, these Terms and Conditions shall take precedence. If Customer deems any of these Terms and Conditions not to be acceptable, Customer's sole recourse shall be to cancel Customer's order by written notice to Life Floor® within five (5) days of receipt of these Terms and Conditions. Any Purchase Order, these Terms and Conditions, and any attachments hereto shall be collectively referred to herein as the "Agreement."

2. PAYMENT TERMS.

In consideration of the delivery of the Products and/or performance of the Services, Customer agrees to pay Life Floor® the purchase price as set forth in the Purchase Order. Payment of such purchase price shall be made in U.S. Currency as and when specified in the Purchase Order. If Customer believes that any invoice is incorrect, Customer must notify Life Floor® in writing within twenty (20) days after receipt of the applicable invoice. If Customer does not so notify Life Floor®, Customer shall be deemed to have waived the right to further dispute the accuracy of the invoice. If at any time Life Floor® determines that Customer's financial condition or credit rating does not justify a sale on credit, Life Floor® reserves the right to require advance payment, a personal guarantee and/or other security.

3. LATE PAYMENT.

All payments not made as and when required hereunder shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, commencing on the date that the purchase price payment was due pursuant to the terms of the Purchase Order. Delinquent account balances are subject to placement for collection, and Customer shall pay any reasonable fees and expenses incurred by Life Floor® for such collection activities including attorneys fees. Life Floor® reserves the right to cancel or suspend any outstanding orders upon written notice to Customer in the event of Customer's failure to make timely payment hereunder.

4. TAXES.

Life Floor's prices do not include any personal property, value-added, sales, excise, use or other taxes. Customer shall be liable for all such taxes whether or not invoiced by Life Floor®. Any sales tax to be collected by Life Floor® shall be reflected on the Purchase Order and/or invoice.

5. SHIPMENT.

Delivery will be EXW, Life Floor's facility (Incoterms 2010) or other point of origin designated by Life Floor®. Life Floor® shall have the right to determine the method of shipment and routing of the Products, unless otherwise agreed in writing. Customer shall pay all Product shipping and delivery charges, which will be included on Customer's invoice. Life Floor® shall not be liable for damages caused by delays in shipping or delivery for any reason whatsoever. Delay in the delivery of any Products hereunder shall not relieve Customer from the obligation to accept and pay for such Products.

6. SERVICES.

Life Floor® shall have no obligation to perform any installation or other Services except for those specifically identified on the Purchase Order or otherwise agreed in writing by the parties.

7. EXPRESS LIMITED WARRANTY (Updated as of August 2020).

Life Floor® warrants all 7/8" and 3/4" thick Life Floor® tiles to be free of defect in workmanship or materials for a term of five (5) years from the date of delivery of the Products (the "Warranty Period"). Life Floor® warrants all 3/16" thick Life Floor® tile orders for a term of two (2) years from the date of delivery of the Products (the "Warranty Period"). Warranty does not cover color changes of any kind. Life Floor® requires Preferred Installation Partners to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of two (2) years from the date of completion of the installation of the Products (the "Warranty Period"). Life Floor® requires Certified Installers to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of one (1) year from the date of completion of the installation of the Products (the "Warranty Period"). If an installation warranty occurs during the Warranty Period it will be the responsibility of the Installer to repair or replace the tiles. Life Floor® does not warranty installation services.

Limitations to the warranty period include areas of extreme traffic, extreme UV exposure, and extreme chemical exposure. Extreme traffic defined by areas with annual traffic of 250,000 users or greater. Extreme UV exposure is defined by more than 90 days of daytime in the "Very High" or "Extreme" category UV index of 10 or higher as defined by the World Health Organization UV index within a 365 day period. If customer purchases a Life Floor product with additional UV additive, then the Extreme UV condition does not apply. Extreme chemical exposure defined as water chemistry used on the product with more than 28 days cumulative time in a 365 day period outside of the "ideal" set in APSP Water Quality Standards.

(7. EXPRESS LIMITED WARRANTY CONTINUED)

Life Floor® warrants all Products in areas of extreme traffic, extreme UV exposure, and extreme chemical exposure for a term of two (2) years from the date of delivery of the Products if installed by a Certified or Preferred Installation Partner and one (1) year from the date of delivery of the Products otherwise. Life Floor® does not warranty any purchases if the Customer knowingly purchases factory second (defective) quality material.

The Customer shall notify Life Floor® in writing within thirty (30) days of the discovery of a defect causing the Products to be noncompliant with this express warranty. Any such notice must be received during the Warranty Period in order to be valid. If Life Floor®, after testing (or performing an on-site audit), determines that there is a defect causing the Products to be noncompliant with this express warranty during the Warranty Period, Life Floor®'s sole responsibility under this express warranty shall be either to repair or replace, at Life Floor®'s option and expense, any such defective Product. Life Floor®'s express warranty herein set forth is expressly conditioned upon the proper maintenance, care, and use of the Products. Improper maintenance, care, and/or use of the Products will invalidate the warranty including failure to follow the Life Floor® Recommended Cleaning Process. See Life Floor® owner's manual for further limitations on use.

8. DISCLAIMER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE EXPRESS WARRANTY SET FORTH IN SECTION 7 ABOVE IS THE SOLE WARRANTY WITH REGARD TO THE PRODUCTS AND SERVICES. LIFE FLOOR® EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO, THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR CUSTOMER.

9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL LIFE FLOOR® BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE PRODUCTS, THE SERVICES, THE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, IRRESPECTIVE OF WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT, OR OTHERWISE OR WHETHER LIFE FLOOR® HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. LIFE FLOOR®'S LIABILITY TO CUSTOMER UNDER ANY LEGAL THEORY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS AND/OR SERVICES SOLD TO CUSTOMER.

10. FORCE MAJEURE.

Life Floor® shall not be liable for any delays in delivery, or for non-delivery or nonperformance in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of either Life Floor® or its suppliers including but not limited to one or more of the following causes: non-availability or shortage of materials, fire, destruction of plant, strike, labor disputes, epidemic, flood, delay in transportation, war, insurrection, embargo, acts, or demands or requirements of any governmental body. The existence of any such cause or causes of delay shall extend the time of performance to the extent of the resulting delay.

11. CANCELLATION, COUNTERMAND AND RETURN OF GOODS.

Orders accepted by Life Floor® cannot be cancelled or countermanded, or shipments deferred or Product returned, except with the prior written consent of Life Floor® and upon such terms that may be reasonably established by Life Floor®. Life Floor® authorizes customers to return up to 10% of product ordered. This product must be returned in full box form within 90 days of original purchase. Life Floor® will refund the portion of the sale which was returned as well as any return shipping within 30 days of receipt and inspection.

12. NONDISCLOSURE.

Customer shall not disclose any technical or other proprietary information furnished by Life Floor® or obtained by virtue of Customer's dealings with Life Floor® and shall make all efforts to ensure that such technical or other proprietary information is kept confidential. Title to such technical or other proprietary information disclosed or supplied by Life Floor® to Customer shall at all times remain the absolute property of Life Floor®.

13. MARKETING

Unless otherwise negotiated, you grant Life Floor®, or its authorized representatives and contractors, the non-exclusive right to make visual recordings, audio recordings, still images, and/or to otherwise caption material of your park and/or facility for the use and reuse of promotional and non-promotional materials. Life Floor® will make available any material created upon request.

14. INDEMNITY.

Customer will defend, indemnify and hold Life Floor® harmless from and against all damages, losses, claims and expenses, including reasonable attorneys' fees incurred by Life Floor®, as a result of any breach by Customer of the Agreement, or any violation by Customer of applicable law.

15. ASSIGNMENT.

The Agreement may not be assigned or delegated by any party without the prior written consent of the other party. The Agreement may only be amended or modified by a writing duly executed by the parties hereto.



Terms & Conditions of Sale

16. SEVERABILITY, WAIVER, AND SURVIVAL.

In case any provision in or obligation under the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby. The waiver of any provision or condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. The Agreement constitutes the complete and final integrated agreement between the parties in regards to the specific terms contained herein. All prior negotiations, discussions and representations are merged into the Agreement. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. The acknowledgements, covenants and obligations of the parties set forth in the Agreement shall survive the expiration or termination of the Agreement, unless inapplicable by their terms.

17. APPLICABLE LAW.

The Agreement shall be interpreted in accordance with the substantive laws of the State of Minnesota, without giving effect to conflict of laws principles. The parties agree that the exclusive venue for any claims or actions arising under or in relation to the Agreement shall be in Hennepin County, Minnesota, or in United States District Court for the District of Minnesota. The parties hereto consent to the personal jurisdiction of such courts and waive any argument that such a forum is not convenient.

LIFE FLOOR + SAFETY SURFACES

PARTNERS IN SAFETY + DESIGN

PEACE OF MIND

is right around the corner.

Thank you for your interest in the premier aquatic flooring solution for safety and comfort and **the only NSF-50 certified flooring solution** for aquatic spaces.

Safety Surfaces and **Life Floor** are partnering to make aquatic areas safer.

As the only Preferred Installation Partner in North America, **Safety Surfaces** provides an industry leading warranty on both installation and product.

And our expertise in site assessment, project management, experienced installation, and post installation care, ensures a worry-free solution.

We appreciate the opportunity to partner with you on this project and to assist in creating a safer more enjoyable environment for your visitors.

Enclosed, please find our proposal outlining the scope of work, our services, and pricing required to complete the project to your satisfaction.

THANK YOU!





September 21st, 2021

Account: The Community Center
Location: Madison Community Center – Madison, SD
Project: Indoor Pool Deck

PROJECT OVERVIEW

Scope:

Inside Edge will provide certified labor & adhesive to install new Life Floor at the indoor pool deck area as highlighted below. The new Life Floor will be installed over top of the existing ceramic tile surfaces of the pool deck only with necessary transitions & depth markers. The design will be as shown below.

NOTE: The hot tub, tube storage below the slide and locker room areas are NOT included.

Prep Work:

- Inside Edge will diamond grind the existing tile floor to prepare the substrate for installation.

NOTE: Includes minor spot repair of loose tiles as needed; combined area < 25 sf; If more repair is needed a Change Work Order will be required.

NOTE: All existing ceramic tiles to remain installed.

- Inside Edge will properly clean the surface prior to application of Life Floor and adhesive.

Installation:

- **Pool Deck:** Inside Edge will lay, cut, and adhere 3/8" Life Floor in the custom colored design. All existing floor supply registers and pool edge will be picture framed using 3/8" transition strips. The doorways with inswing doors will have 3/16" tiles to allow for door swing (as needed). The floor drains will have a custom-cut drain cover made of Life Floor tiles that will be permanently adhered.

Finishing:

- Inside Edge will wipe down new Life Floor to remove any residual adhesive left on the surface or seams of the tiles.
- Inside Edge will roll the Life Floor tiles down to ensure proper tile adhesion.
- Inside Edge will complete a final quality control check of tile installation and do walk through with Site Supervisor before leaving the project.
- Inside Edge will provide a complimentary Cleaning Starter Kit valued at \$150.00 (see cleaning products description below).

Base Project (includes adhesive & shipping):

\$ 69,627.73**

****Note: Assumed tax exempt status; sales tax NOT included**

****QUOTE VALID THRU END OF 2021****



Items Specifically NOT included:

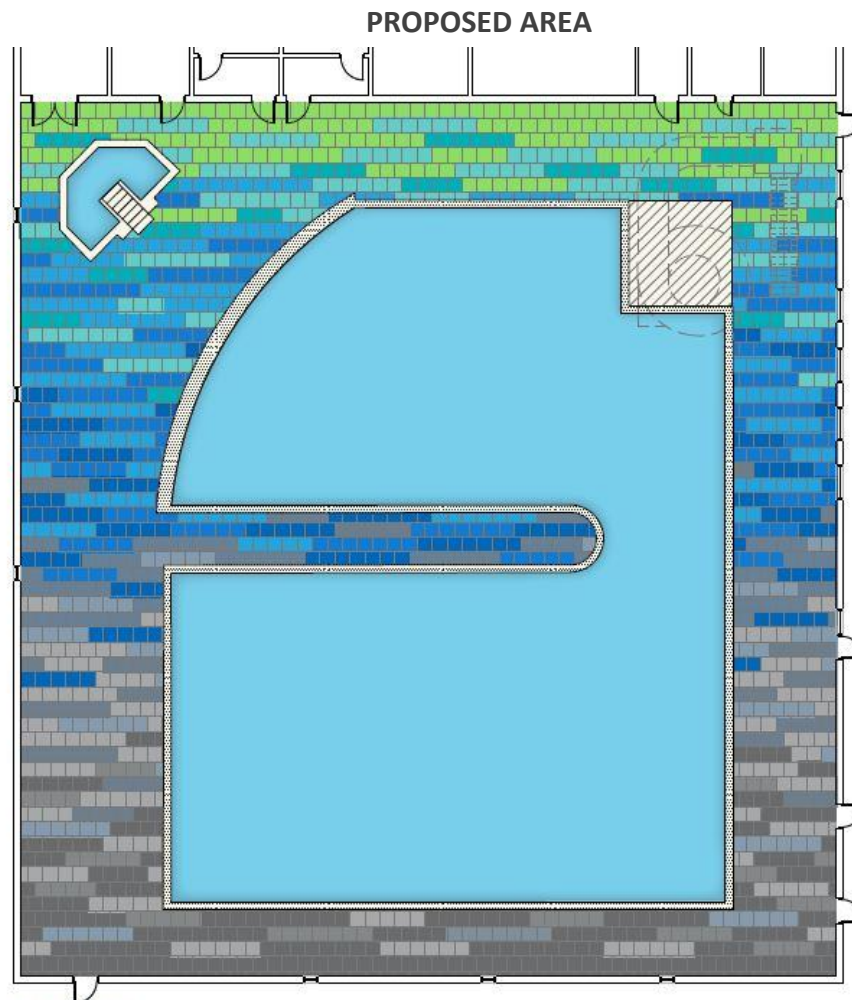
- Bid or Performance Bonds
- Substrate repairs or adjustments
- Dumpster/Offsite Disposal
- Union or Prevailing Wage Rates

Payment Terms:

- **50% Down payment (Due upon start of project)**
- **50% Final payment (Due upon substantial completion)**

Purchaser Signature _____ Date _____

Printed Name/Title _____



SCALE: 1/16" = 1'-0"



PLEASE NOTE: TWO LIFE FLOOR LOGO TILES ARE INCLUDED AS REQUIRED BY THE NSF/ANSI/CAN 50 SPLASH PAD SAFETY SURFACING STANDARD



Inside Edge Safety Surfaces is a division of Inside Edge Commercial Interior Services



PROTECT YOUR INVESTMENT

Protect your investment and keep it looking as good as the day it was installed by using our proprietary line of cleaners, developed specifically to work with Life Floor tiles.

LIFE FLOOR CLEANING PRODUCTS



Degreaser Cleaner: Removes oil and grease stains from food, feet and sunscreen. Sold by the case. (4 bottles) **\$140**



Peroxide Cleaner: A multi-purpose cleaner. Effectively removes grime and organic matter. Sold by the case. (4 bottles) **\$120**



Mineral Deposit Remover: Effectively removes calcium, rust stains, lime, magnesium, & aluminum oxide. Sold by the case. (4 bottles) **\$140**



Foamer Filler: An applicator that allows maintenance staff the ability to control the concentration of the Cleaner. Sold individually. **\$40**



Degreaser & Peroxide Combination: Includes 2 bottles of Degreaser Cleaner and 2 bottles of Peroxide Cleaner. **\$130**



Starter Combination: Includes 1 bottle of Degreaser Cleaner, 1 bottle of Peroxide Cleaner, 1 bottle of Mineral Deposit Remover and 1 Foamer Filler. **\$150**

3 STEPS TO A SUCCESSFUL CLEANING

1. **Apply** the Cleaner
2. **Agitate** the Cleaner
3. **Recover** the Cleaner

RECOMMENDED CLEANING SCHEDULE

Week 1: Degreaser Cleaner **Week 2:** Degreaser Cleaner **Week 3:** Peroxide Cleaner*
REPEAT

*Recommend using Peroxide Cleaner in showers, bathrooms, and locker rooms once per week.

** Use Mineral Deposit Remover wherever deposits can be seen on the tile.

To **ORDER** or learn more about how to clean & maintain your Installation: www.safetysurfaces.com/SHOP

Terms & Conditions of Sale

1. GENERAL. Inside Edge agrees to provide the products (the "Products") and the installation and other services ordered by Customer (the "Services") in accordance with these Terms and Conditions, which shall be deemed a part of any Purchase Order and shall be incorporated therein by this reference. If Customer has not otherwise agreed to these Terms and Conditions as a part of a Purchase Order, Customer's accepting delivery of the Products or making payment therefor will constitute Customer's acknowledgment of its agreement to these Terms and Conditions. To the extent of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set forth in any Customer purchase order, order confirmation or other document, these Terms and Conditions shall take precedence. If Customer deems any of these Terms and Conditions not to be acceptable, Customer's sole recourse shall be to cancel Customer's order by written notice to Inside Edge within five (5) days of receipt of these Terms and Conditions. Any Purchase Order, these Terms and Conditions, and any attachments hereto shall be collectively referred to herein as the "Agreement."

2. PAYMENT TERMS. In consideration of the delivery of the Products and/or performance of the Services, Customer agrees to pay Inside Edge the purchase price as set forth in the Purchase Order. Payment of such purchase price shall be made in U.S. Currency as and when specified in the Purchase Order. If Customer believes that any invoice is incorrect, Customer must notify Inside Edge in writing within twenty (20) days after receipt of the applicable invoice. If Customer does not so notify Inside Edge Customer shall be deemed to have waived the right to further dispute the accuracy of the invoice. If at any time Inside Edge determines that Customer's financial condition or credit rating does not justify a sale on credit, Inside Edge reserves the right to require advance payment, a personal guarantee and/or other security.

3. LATE PAYMENT. All payments not made as and when required hereunder shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, commencing on the date that the purchase price payment was due pursuant to the terms of the Purchase Order. Delinquent account balances are subject to placement for collection, and Customer shall pay any reasonable fees and expenses incurred by Inside Edge for such collection activities including attorney's fees. Inside Edge reserves the right to cancel or suspend any outstanding orders upon written notice to Customer in the event of Customer's failure to make timely payment hereunder.

4. SHIPMENT. Delivery will be EXW, Life Floor's facility (Incoterms 2010) or other point of origin designated by Inside Edge. Inside Edge shall have the right to determine the method of shipment and routing of the Products, unless otherwise agreed in writing. Inside Edge shall not be liable for damages caused by delays in shipping or delivery for any reason whatsoever. Delay in the delivery of any Products hereunder shall not relieve Customer from the obligation to accept and pay for such Products.

5. SERVICES. Inside Edge shall have no obligation to perform any installation or other Services except for those specifically identified on the Purchase Order or otherwise agreed in writing by the parties.

6. EXPRESS LIMITED WARRANTY. Inside Edge does NOT warranty the product or adhesive provided by Life Floor. See Manufacturer's warranty. Life Floor® warrants all $\frac{3}{8}$ " and $\frac{1}{2}$ " thick Life Floor® tiles to be free of defect in workmanship or materials for a term of five (5) years from the date of delivery of the Products (the "Warranty Period"). Life Floor® warrants all 3/16" thick Life Floor® tile orders for a term of two (2) years from the date of delivery of the Products (the "Warranty Period"). Warranty does not cover color changes of any kind. Life Floor® requires Preferred Installation Partners to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of two (2) years from the date of completion of the installation of the Products (the "Warranty Period"). Life Floor® requires Certified Installers to warrant all installation services they provide to be free of defects in workmanship and adhesion for a term of one (1) year from the date of completion of the installation of the Products (the "Warranty Period"). If an installation warranty occurs during the Warranty Period, it will be the responsibility of the Installer to repair or replace the tiles. Life Floor® does not warranty installation services.

Limitations to the warranty period include areas of extreme traffic, extreme UV exposure, and extreme chemical exposure. Extreme traffic defined by areas with annual traffic of 250,000 users or greater. Extreme UV exposure is defined by more than 90 days of daytime in the "Very High" or "Extreme" category UV index of 10 or higher as defined by the World Health Organization UV index within a 365-day period. If customer purchases a Life Floor product with additional UV additive, then the Extreme UV condition does not apply. Extreme chemical exposure defined as water chemistry used on the product with more than 28 days cumulative time in a 365-day period outside of the "ideal" set in APSP Water Quality Standards.

Life Floor® warrants all Products in areas of extreme traffic, extreme UV exposure, and extreme chemical exposure for a term of two (2) years from the date of delivery of the Products if installed by a Certified or Preferred Installation Partner and one (1) year from the date of delivery of the Products otherwise. Life Floor® does not warranty any purchases if the Customer knowingly purchases factory second (defective) quality material.

The Customer shall notify Life Floor® in writing within thirty (30) days of the discovery of a defect causing the Products to be noncompliant with this express warranty. Any such notice must be received during the Warranty Period in order to be valid. If Life Floor®, after testing (or performing an on-site audit), determines that there is a defect causing the Products to be noncompliant with this express warranty during the Warranty Period, Life Floor®'s sole responsibility under this express warranty shall be either to repair or replace, at Life Floor®'s option and expense, any such defective Product. Life Floor®'s express warranty herein set forth is expressly conditioned upon the proper maintenance, care, and use of the Products. Improper maintenance, care, and/or use of the Products will invalidate the warranty including failure to follow the Life Floor® Recommended Cleaning Process. See Life Floor® owner's manual for further limitations on use.

7. Life Floor's express warranty herein set forth is expressly conditioned upon the proper maintenance, care, and use of the Products. Improper maintenance, care, and/or use (Continued from previous page) of the Products will invalidate the warranty including failure to follow the Life Floor® Recommended Cleaning Process. See Life Floor® owner's manual for further limitations on use.



8. **DISCLAIMER.** Customer acknowledges and agrees that the express warranty set forth in section 7 above is the sole warranty with regard to the products and services. Life floor® expressly disclaims any other warranty, either express or implied, with respect to the products and services, including but not limited to, their quality, performance, merchantability, or fitness for a particular purpose or customer.
9. **LIMITATION OF LIABILITY.** In no event shall inside edge be liable to customer or any third party for any indirect, special, consequential, incidental or punitive damages or lost profits arising out of or related to the products, the services, the agreement or the performance or breach thereof, irrespective of whether liability is asserted in contract, tort, or otherwise or whether inside edge has been advised of the possibility thereof. Inside edge liability to customer under any legal theory shall in no event exceed the purchase price of the applicable products and/or services sold to customer.
10. **FORCE MAJEURE.** Inside Edge shall not be liable for any delays in delivery, or for non-delivery or nonperformance in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of either Inside Edge or its suppliers including but not limited to one or more of the following causes: non-availability or shortage of materials, fire, destruction of plant, strike, labor disputes, epidemic, flood, delay in transportation, war, insurrection, embargo, acts, or demands or requirements of any governmental body. The existence of any such cause or causes of delay shall extend the time of performance to the extent of the resulting delay.
11. **CANCELLATION, COUNTERMAND AND RETURN OF GOODS.** Orders accepted by Inside Edge cannot be cancelled or countermanded, or shipments deferred, or Product returned, except with the prior written consent of Inside Edge and upon such terms that may be reasonably established by Inside Edge.
12. **INDEMNITY.** Customer will defend, indemnify and hold Inside Edge harmless from and against all damages, losses, claims and expenses, including reasonable attorneys' fees incurred by Inside Edge as a result of any breach by Customer of the Agreement, or any violation by Customer of applicable law.
13. **ASSIGNMENT.** The Agreement may not be assigned or delegated by any party without the prior written consent of the other party. The Agreement may only be amended or modified by a writing duly executed by the parties hereto.
14. **SEVERABILITY, WAIVER, AND SURVIVAL.** In case any provision in or obligation under the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby. The waiver of any provision or condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. The Agreement constitutes the complete and final integrated agreement between the parties in regard to the specific terms contained herein. All prior negotiations, discussions and representations are merged into the Agreement. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. The acknowledgments, covenants and obligations of the parties set forth in the Agreement shall survive the expiration or termination of the Agreement, unless inapplicable by their terms.
15. **APPLICABLE LAW.** The Agreement shall be interpreted in accordance with the substantive laws of the State of Minnesota, without giving effect to conflict of laws principles. The parties agree that the exclusive venue for any claims or actions arising under or in relation to the Agreement shall be in Hennepin County, Minnesota, or in United States District Court for the District of Minnesota. The parties hereto consent to the personal jurisdiction of such courts and waive any argument that such a forum is not convenient.

Miller
Painting & Decorating, Inc.
COMMERCIAL PAINTING AND CAULKING

401 E. Felber St.
Box 183
Hartington, Ne 68739

Phone: 402-254-6328
Fax: 402-254-6326
e-mail: millerpainting@hartel.net

JOB: Madison SD Rec Center Pool

9-7-2021

ATTN: Laurie Bunker

Proposal

The undersigned proposes to furnish all materials and perform all labor necessary to complete the Following:

Option 1: Powerwash pool with 4000 psi washer with turbo nozzle and 2 coats of paint.
Total: \$40,492.00

Option 2: Sandblast pool and two coats of paint.
Total: \$65,723.00

All of the above work to be completed in a substantial and workmanlike manner for the sum of (\$) Dollars.

Payments to be made each _____ as the work progresses to the value of _____ (_____ %) per cent of all work completed. The entire amount of contract to be paid within _____ days after completion.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

The contractor agrees to carry Workmen's Compensation and Public Liability Insurance, also to pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

Respectfully submitted,

Contractor

MILLER PAINTING INC.

By: Randy Thoene

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date _____ 20____



Quotation & Agreement

5905 West 74th Street • Indianapolis, IN 46278-1786 • (317) 290-8828
Fax (317) 290-9998 • natare@natare.com • www.natare.com

Sent via email

Date: August 5, 2021

Proposal Number: 44413.00

Page 1 of 4

Dakota State University Community Center

Attn: Laurie Bunker

500 11th St NE, Madison, SD 57042

605-427-4402

laurie.bunker@dsu.edu

Project: Dakota State University

Location: 500 11th St NE, Madison, SD 57042

Reference: GPM Grating - Zero Depth Entry

Bid Date: NA

We are pleased to submit our quotation and the terms of the sale of the equipment, materials and services as detailed and itemized on the attached schedule.

Payment Terms: 50% Payment with order. Balance due before shipment of materials.

Payment terms as listed above are subject to review of credit and project information.

FOB Point: Our offer is FOB, Indianapolis. Freight to the project site IS NOT included. A freight estimate is shown or will be provided upon request. Please note that any freight, transportation and related charges are estimates for convenience and estimating purposes only. These amounts are subject to change without notice and do not include carrier's increases, fuel surcharges, or other cost factors, which will be billed in addition to any amounts stated herein or included in this proposal. Unless otherwise stated, our prices DO NOT include receiving, unloading, storage or locating of materials at any site. Proper access is to be provided to Natare standards by others.

This quotation is valid for **Acceptance By:** September 4, 2021 *After this date our proposal is subject to repricing*

This quotation is valid for **Shipment By:** March 3, 2022 *After this date our proposal is subject to repricing*

Terms and Conditions

Unless specifically itemized on the attached schedule, this proposal does not include job supervision or installation. State and local taxes or fees, unless specifically noted, have not been included and are in addition to any prices in this proposal. All unloading and storage charges will be the responsibility of the Purchaser, unless specifically included herein.

NATARE Corporation ("Natare") agrees to sell to Purchaser the equipment, materials and/or services that are detailed and itemized on the attached schedule(s), solely upon the terms and conditions stated herein, which terms are stated on the face or reverse of any part hereof or incorporated by reference. By signing below or accepting goods or services pursuant to this proposal, Purchaser agrees to all such Terms and Conditions.

This Quotation is deemed accepted upon execution of the Quotation by authorized representatives of Purchaser and Natare, or by the use of the Quotation or disclosure of the identity of Natare in Purchaser's bid documents, or such other acts as may be defined hereafter.

Accepted this _____ day of _____, 202_____

NATARE CORPORATION

(Seller)

Purchaser:

By:

By:

Monica Mendez, (317) 222-3673 (direct)

mmendez@natare.com

Purchaser acknowledges that the information, pricing and materials contained herein constitute confidential and proprietary information which is the sole property of Natare Corporation, and that such information shall not be disclosed to any third party or used by Purchaser in manner other than required by the awarding authority.

Notwithstanding provisions contained on the front side hereof, this Quotation & Agreement ("Quotation") shall not be binding on Natare Corporation (hereinafter called "Natare") until accepted in writing by Natare's duly authorized officer or representative. In the event that there is any conflict between the provisions of any other document and this Quotation, the terms of this Quotation shall govern. The term "Purchaser" as used herein refers to the party identified on the reverse side hereof ordering, receiving or accepting goods, services, items, equipment and/or supplies (hereinafter called the "Items") from Natare and said ordering, receiving or accepting of the Items shall constitute acceptance of all Terms and Conditions contained in this Quotation, at Natare's sole discretion.

Natare has relied upon information provided by Purchaser or from plans, specifications or other documents in preparing this Quotation. Purchaser agrees to verify the accuracy and completeness of quantities, dimensions and work to be performed hereunder, as well as compliance with any applicable plans and specifications. Only the Items and quantities on the attached equipment schedule are to be provided. No additions, changes, or deletions will be made to the Items, except upon written confirmation of such changes by Natare to Purchaser. Natare shall not be liable for any conflict between the Items, dimensions or quantities listed or any itemized bill of material in either the plans or specifications. If any additional Items or quantities are required by the Purchaser, such Items shall be considered "Optional Extras", and shall be sold by Natare at its sole discretion, to Purchaser at the current Natare prices related thereto. All of such Optional Extras shall be subject to the Terms and Conditions of this Quotation. This Quotation is subject to approval of Purchaser's credit. Natare may at any time decline to make any delivery except upon receipt of payment or security or upon such other terms as are satisfactory to Natare's credit department.

The Items to be supplied by Natare may be subject to Purchaser's or other's approval of Natare's shop drawings, data sheets, prints, drawings or related documents, (the "Submittals"). Natare agrees to provide such Submittals within a reasonable time after it receives from Purchaser all required documents and information necessary for the preparation of such Submittals. Once reviewed, approved or returned by Natare to Purchaser or other parties, the Submittals shall govern as to the details of the Items. Natare shall rely on such approvals throughout the furnishing of the Items. In the event any of the Items on the Submittals are disapproved, Purchaser shall notify Natare promptly. Regardless of such disapproval, Natare shall have no obligation to furnish any equipment or services other than that originally described in the Quotation. Natare shall not be liable for any conflict between the Items and the requirement of any law, code, ordinance, plans, specifications or other contract documents. Any such Submittals are expressly incorporated into this Quotation.

This Quotation assumes shipment of the Items by the date specified herein, or within a reasonable period of time if no date is designated. If shipment is delayed for any reason beyond the date specified above, or beyond a reasonable period of time if no date is specified, the prices for the Items shall be subject to increase at Natare's sole discretion. Natare may, at its sole discretion, furnish the Items to Purchaser in partial shipments. Purchaser shall pay for partial shipments as received and according to the terms and conditions of Natare's accompanying invoices. In the event Purchaser fails or refuses to pay for any partial shipment or delivery according to the terms of the accompanying invoice, Natare shall be entitled, without notice and at its sole discretion, to suspend its work hereunder and forgo further work and shipments until such invoices are brought current. Natare shall have no further obligation hereunder until and unless Purchaser shall have performed all payment obligations. Natare may recover any additional costs it has incurred by virtue of such suspension of work and the default of Purchaser, including reasonable attorneys' fees.

Unless otherwise agreed in writing, terms of payment are net cash, due upon receipt. In the event any invoice is not paid within thirty calendar days, after the date thereof, Purchaser shall pay a late payment fee on the unpaid amounts at the rate of 1 1/2% per month on any outstanding sums from the due date thereof until date of payment. Purchaser shall also pay all collection costs of Natare on any delinquent amounts, including but not limited to, any and all court costs and attorneys' fees, regardless of any off-set or claim by Purchaser whether by Court action or negotiation. In the event of Purchaser's breach or default regarding any Term or Condition of this Quotation, Natare shall be entitled to recover all consequential and incidental damages caused by such breach or default, including without limitation all attorneys' fees, costs and expenses incurred in enforcing the Terms and Conditions of this Quotation. All such invoices are expressly incorporated into this Quotation.

Shipments by Natare to Purchaser or to the designated delivery point shall be "FOB Origin", unless otherwise specifically agreed by Natare in writing. Purchaser acknowledges that the delivery date is only an estimate of delivery based upon acceptance in writing on this contract date and not a guaranty. Natare may, at its sole discretion, extend the time of delivery for a reasonable period of time. Natare shall not be responsible or liable for any delay in production or delivery of the Items resulting from or arising out of: (a) incorrect or incomplete plans, specifications or working data; (b) strikes, labor disturbances, riots, shortages of labor or materials; (c) foreign or domestic embargoes or seizures; (d) acts of God, insurrections or war; (e) any law, ordinance, regulation, or ruling that impacts Natare's production or delivery hereunder; (f) shortages and absence of transportation or routes; (g) acts or occurrences impacting the transportation or production of the Items or any ingredients used in or connection with respect to the delivery of Items; or (h) any events beyond Natare's control. Purchaser assumes responsibility for ensuring that jobsite or delivery point is at all times freely accessible to the delivering carrier or Natare's personnel. Natare shall be entitled to an equitable adjustment to the price stated herein and the time of delivery in the event that it is delayed in the manufacture or shipment by causes beyond its control or by the acts or omissions of Purchaser. The risk of loss of the Items shall pass to Purchaser as soon as they are delivered to Purchaser at its place of business or at the place designated for delivery herein. If no such address is designated, then the risk of loss shall pass to Purchaser as soon as the goods are ready for delivery and without regard to a notice thereof.

Natare makes no representation or judgment regarding the suitability, performance, adequacy, completeness, accuracy, or legality of Purchaser's designs or of any plans and specifications applicable to the Project (as defined on the preceding page), or any engineering related thereto, and specifically disclaims all liability therefore. A general description of the Items included in this Quotation shall not constitute a warranty or representation of qualities and characteristics of the Items. Natare makes no representation, warranty or guaranty as to the suitability of any goods or Items for any particular purpose and will not be responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory, or contractual), including special building or construction codes. Natare provides no warranty or representation regarding the Items that is not expressly stated herein, and any other such representation or warranty is hereby disclaimed. No agent or representative of Natare shall be authorized to alter or amend the terms of this Quotation without the written approval of a duly authorized officer of Natare.

Natare further expressly disclaims any implied warranty of fitness for a particular purpose or implied warranty of merchantability. Natare also does not provide any warranty for claims arising from: normal wear and tear; undue wear and tear; damage or failure due to accident, misuse, abuse, neglect or other conditions exceeding normal use; improper or incorrect operation or maintenance; any use of the product other than the particular use for which the product was intended; structural or earth movements; or acts of God.

Purchaser shall furnish Natare with written notice and reasonable evidence of any claimed defect in the Items promptly upon delivery and in any event no later than (10) calendar days after delivery. In the event that such notice and evidence is not furnished as required herein, Natare shall have no liability for such claimed deficiencies. In any event, Natare's liability hereunder shall be expressly limited to correction or replacement of the Items, or prorated refund of the contract price, as Natare shall in its sole discretion determine. Except as set forth above, Natare shall have no liability for any damages in connection with the furnishing of the Items to the Purchaser, whether direct or indirect, general, special or consequential, or for any expense, cost, damage or loss of any nature whatsoever, including any penalty or liquidated damages. Failure of Purchaser to provide to Natare written notice of defect within ten (10) calendar days after delivery (or completion of installation, if applicable), shall constitute irrevocable acceptance of the materials and workmanship by Purchaser, and an admission and acknowledgment by Purchaser that the materials and workmanship so furnished fully comply with all terms, conditions and specifications of this Quotation. Natare's maximum liability hereunder shall in no event exceed the purchase price attributable to the materials or workmanship ultimately proved to be defective or unsuitable. No back charges, charge backs, or holdbacks by Purchaser will be honored by or enforceable against Natare unless first approved in writing by an authorized representative of Natare before such back charge or expense is incurred.

Purchaser shall hold Natare harmless of and from, and defend and indemnify Natare against, any claim brought against Natare for any alleged or actual infringement of any patent, copyright, trademark, proprietary interest, process or formula arising from Natare's use of designs, plans engineering processes, or formulas supplied, determined or requested by Purchaser, including without limitation, attorneys' fees incurred in the defense of such claims. All technical advice, data and recommendations supplied by Natare are furnished and intended only for use of and by persons with the skills and knowledge to apply the information. Natare assumes no responsibility for the use of such information by Purchaser, its employees, agents, or subcontractors.

To the fullest extent permitted by law, Purchaser assumes all liability and expense which may arise out of the injury, sickness or deaths sustained by any individual, or damage to or destruction of any property, by reason of the delivery, supply or use of the Items and/or any defective, faulty, or improper workmanship on the Project. Purchaser shall defend and indemnify Natare and hold it harmless against and from any and all such claims, lawsuits, actions, damages, expenses, judgments, demands, costs and losses, including reasonable attorneys' fees arising out of such delivery, supply or use of Items and/or defective, faulty, or improper workmanship on the Project. This obligation of indemnity shall apply regardless of whether the damages, injuries, expenditures or attorneys' fees or costs are necessitated by the negligence, including the sole negligence, of Natare, its employees, agents or representatives.

Unless expressly agreed in writing, Natare shall not be liable or responsible for the payment or cost of any federal, state or local taxes, fees, assessments or the procurement of bonds, permits, or licenses which may be required for or which may result from Natare's performance hereunder, or to provide or pay for surety in any form for Natare's performance hereunder.

Except for purposes of qualifying as a claimant or intended beneficiary of any payment and performance bond on which Purchaser, or an entity in direct contract or privity with Purchaser, is a principal, Natare shall not be considered a subcontractor on any project for which the goods sold hereunder are intended to be used. Natare specifically disclaims compliance with any federal, state or local law, ordinance or regulation with respect to qualification to do business in any state other than Indiana, unless expressly agreed in this Quotation.

Purchaser grants Natare a security interest in all Items described in this Quotation and in the proceeds therefrom to secure payment of the purchase price and all liabilities hereinafter owing, including costs of collection and attorneys' fees. Purchaser authorizes Natare to file financing and continuation statements relating to the Items signed by Natare only. Natare shall have all remedies of a secured party available under applicable law upon Purchaser's default or when Natare shall find reasonable grounds for insecurity. In the event that Natare shall find reasonable grounds for insecurity in Purchaser's performance, or upon default, Purchaser authorizes Natare to communicate with Purchaser's contracting parties and their privies regarding the moneys due to Purchaser, and to secure payment of the Items by requesting the issuance of a joint check or direct payment from such contracting party.

This Quotation, and all documents incorporated herein, are intended by Natare and Purchaser to be the final, exclusive and complete statement of the Terms and Conditions of the agreement between Natare and Purchaser. Terms and conditions as herein written shall supersede all previous communications, agreements or contracts, written or verbal, and no understanding, agreement, term, condition, trade custom or a course of dealing between the parties shall be binding on Natare or shall be admissible to explain or supplement any term or provision expressed herein. No waiver or modification of the Terms and Conditions hereof shall be effective unless in writing and signed by both parties. Acceptance of this Quotation is limited to the terms contained herein. Any terms contained in any purchase order or other document that is different from, inconsistent with, or additional to the Terms and Conditions herein shall be void. Waiver by Natare of any default by Purchaser hereunder shall be in writing, and such waiver shall not be deemed a waiver by Natare of any other default other than the default specifically waived. This Quotation and any written amendments or supplements hereto shall be binding upon and shall inure to the benefit of Natare and Purchaser, and their respective heirs, assigns, personal representatives, and successors in interest. To the extent any portion or covenant of this Quotation may be held invalid or legally unenforceable by a court of competent jurisdiction, the remaining portions of this Quotation shall not be affected and shall be given full force and effect.

This Quotation shall be governed by, and interpreted, enforced and construed in accordance with the laws of the State of Indiana. Purchaser hereby submits itself to both the subject matter and personal jurisdiction of the state or federal court of the State of Indiana, and waives any objection thereto. Purchaser agrees that any action hereunder shall be brought in either the state court of Marion County, Indiana or the United States District Court for the Southern District of Indiana, Indianapolis Division.

(REV.5/11)



Natare Corporation

5905 W. 74th St.
Indianapolis, Indiana 46278-1786 • USA
(317) 290-8828 • (317) 290 9998 fax
natare@natare.com

Quotation & Agreement

Proposal Number:

44413.00

Proposal Date:

August 5, 2021

Project : Dakota State University

Location: 500 11th St NE, Madison, SD 57042

Ref: GPM Grating - Zero Depth Entry

Bid Date: NA

For: Dakota State University Community Center

For further information, please contact:

Natare Corporation

Monica Mendez, (317) 222-3673 (direct)

317 290-8828 • 800 336-8828

mmendez@natare.com

We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

Ref. Product No./Ref./Description	Qty.	Unit	Cost	Extension
1.00 Custom GPM Grating System for Zero Depth Entry	1.00	Lot	\$ 5,910.00	\$5,910.00
White, 1" Thick, 20" Nominal Width, Comfort Flow Style with slots running parallel to the pool wall. System includes pre-mitered panels and installation hardware for a stainless steel gutter w/cross angle. Actual panel dimensions and quantities to be confirmed during submittal process. Furnished only for installation by others.				

This proposal is based upon an actual gutter width of 20-in. and a total perimeter of 50.5-ft. Variation of either dimension during the submittal process may result in an additional charge.

Grand Total of Above (Furnished Only): \$5,910.00

Note: All prices are in US Dollars

Freight Not Included

Sales Tax Not Included

Freight, transportation and related charges

Our offer is FOB, Indianapolis. Freight to the project site IS NOT included. A freight estimate is shown or will be provided upon request. Please note that any freight, transportation and related charges are estimates for convenience and estimating purposes only. These amounts are subject to change without notice and do not include carrier's increases, fuel surcharges, or other cost factors, which will be billed in addition to any amounts stated herein or included in this proposal. Unless otherwise stated, our prices DO NOT include receiving, unloading, storage or locating of materials at any site. Proper access is to be provided to Natare standards by others.

ADD (Estimated)

Zip Code: 57042

\$525.00

Comments, Notes and Clarifications

- 1.0 This proposal includes only the materials, items and services as listed, subject to our standard terms technical data and technical bulletins, warranties and guarantees.
- 2.0 This proposal is for convenience only and is subject to confirmation by Natare and the acceptance by the purchaser of Natare's terms and conditions of sale, including those disclosed on the face of this offer and incorporated herein by reference.
- 3.0 Fabrication will require at least **6-8 weeks** from receipt of order, credit approval and approval of shop drawings.
- 4.0 Actual gutter/trough width to be provided to Natare. GPM grating panels will be made approximately 5/16" narrower than the width of the actual gutter/trough measurement to allow for installation and adjustment. It is recommended that the customer check the width of multiple locations around the perimeter and provide Natare with the minimum and maximum width of the gutter/trough.
- 5.0 Natare GPM grating is designed to be secured to the gutter. GPM grating is not designed to be laid into the gutter without being secured.
- 6.0 **Additional support must be added every 12-in. O.C.**

We appreciate your consideration of Natare as a supplier for this project. We hope we have adequately described the scope of our offering and welcome the opportunity to discuss this project with you.



Natare Corporation

5905 W. 74th St.
Indianapolis, Indiana 46278-1786 • USA
(317) 290-8828 • (317) 290 9998 fax
natare@natare.com

Quotation & Agreement

Document Number:

44413.00

Document Date:

August 5, 2021

Project : Dakota State University

Location: 500 11th St NE, Madison, SD 57042

Ref: GPM Grating - Zero Depth Entry

Bid Date: NA

For further information, please contact:

Natare Corporation

Monica Mendez, (317) 222-3673 (direct)

317 290-8828 • 800 336-8828

mmendez@natare.com

We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

Supplemental Information and Clarification

We specifically do not include, without limitation, the following:

Sales, use or value-added tax, permits or permit charges, governmental fees or licenses, unless specifically included

Duties, customs fees or tariff, import fees, should any be assessed or required

Performance Bonds, Payment Bonds or Surety Bonds, unless specifically included

Special or export packaging, customs clearance, special documentation or legalization

Engineering, architectural or technical services other than specifically included

Unloading, hoisting, storage of materials or locating materials near the work area

Trash removal, dumpsters, temporary sanitary facilities, storage trailers, scaffolding, or site offices

Accommodations for weather conditions, temporary enclosures, temporary heat and fans

Protection of existing work and finishes

Installation, set-up or on-site assembly of any items, except as specifically included in this proposal.

Any temporary utilities. Water and power (110-220V 60 cycle) for installation, testing, and filling.

Surface preparation beyond broom cleaning the pool.

Managing and coordination of pool opening including chemical balance and required inspections.

Commissioning or start-up of equipment or systems, unless otherwise noted.

Draining or filling of the pool, dewatering, maintaining proper dewatering or hydrostatic pressure relief

Earthwork including excavation, backfill, dewatering, shoring, and drainage systems.

Demolition, unless noted otherwise.

Concrete and Masonry work including saw cutting and grouting

Structural, foundation work, bracing or shoring, site work, grade work or fill.

Steel and Metal work, unless otherwise noted, work including re-bar and deck pans.

Carpentry work including, form work, bracing and shoring.

Paint, painting, coatings, waterproofing, fire stopping, sealants and caulking unless otherwise noted.

Piping, plumbing, interconnecting piping, fittings, valves or connections (unless otherwise noted).

Mechanical work including plumbing, gas, fire protection, and HVAC

Electrical work, including bonding/grounding/earthing, final connections, motor starters and disconnects.

Our offer is subject to the following:

The equipment, materials and/or systems offered in this proposal are of Natare design and manufacturer. We will furnish only the materials, items and services as listed on this quotation, subject to our standard technical data and technical bulletins, subject to our standard installation procedures, warranties and guarantees.

Upon notice to proceed under this Contract, installation details and submittal documents will be provided illustrating the materials and procedures to be utilized. Once reviewed, accepted or approved, these details and submittal documents shall be the basis for accepting and installing the materials and inspecting or acceptance of the actual installation. In the absence of such details or submittal documents, Natare's standard technical data, program and procedures will govern.

Fabrication will require at least **6-8 weeks** from receipt of order, credit approval and approval of shop drawings.

We appreciate your consideration of Natare as a supplier for this project. We hope we have adequately described the scope of our offering and welcome the opportunity to discuss this project with you.

This Quotation & Agreement is for convenience only and is subject to confirmation by Natare and the acceptance by the purchaser of Natare's terms and conditions of sale, including those disclosed on the face and reverse hereof and incorporated herein by reference.