



**BOARD OF COMMISSIONERS
AGENDA**

JANUARY 24, 2022

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

Please join the Zoom meeting from your computer, tablet or smartphone.

<https://us06web.zoom.us/j/89383152244>

You can also dial in using your phone.

+1 312 626 6799

Meeting ID: 893 8315 2244

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes - January 18, 2022
- 2) Bills for Ratification - January 5, 2022
- 3) Claims for Approval - January 26, 2022
- 4) Approve Application for Property Tax Abatement 2022-01, 2022-02, 2022-03

UNFINISHED BUSINESS

NEW BUSINESS

- 1) Authorize Mayor to Sign Letter of Contract - West Avenue Sanitary Sewer Improvement
- 2) COVID-19 Update and Discussion
- 3) Adopt Resolution No. 2022-03 - Amend Established Employee Compensation for 2022
- 4) Discuss and Take Action on City of Madison Reserve Policy

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Notice of Vacancy - Mayor

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.

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

January 18, 2022
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 18th day of January with the following members present on roll call: Mayor Marshall Dennert and Commissioners Adam Shaw and Jerae Wire. Commissioners Jeremiah Corbin and Kelly Dybdahl were absent.

The Pledge of Allegiance was recited.

Motion by Commissioner Shaw to adopt the January 10th agenda. Motion seconded by Commissioner Wire. Motion carried unanimously.

Motion by Commissioner Wire, seconded by Commissioner Shaw, to approve the following items on the consent calendar: Minutes - January 10, 2022, Claims for Ratification - January 7, 2022, Claims for Approval - January 19, 2022, Board Appointments - Brian Keller, Mike McGillivray - Community Center Governing Board, Adopt Resolution No. 2022-01 - Approve a Plat - Lot 3, Block 1 DSU Foundation. Motion carried unanimously.

Claims for Ratification - January 7, 2022:

PR#1 Deductions: AFLAC \$3,065.03; City of Madison - Flex One \$1,619.01; Delta Dental of South Dakota \$5,926.74; Health Pool of SD \$39,153.00; IBEW Local Union #426 \$434.00; Office of Child Support Enforcement \$900.00; SDRS \$20,681.78; SDSRP \$2,755.50; Teamsters Local Union No. 120 \$724.00

Claims for Approval - January 19, 2022:

A A A Collections Inc *FY*Dec Collections 195.92; Alpha Media USA LLC *FY*Holiday Request Hour 69.00; Amaril Uniform Company F/R Pants 1,377.74; American Red Cross *FY*Basic Life Support 46.00; Appera Mat Rentals 77.12; Big Sioux Community Water Sys *FY*Dec 2021 Usage 8,275.54; Boyer Ford Trucks Inc Clamp #36B 75.75; Butler Machinery Co *FY*Hardware #31 83.25; Carquest of Madison Antifreeze/Oil 191.76; CenturyLink QC January Phone Bill 90.84; CHS *FY*Commercial Rebate 2,360.00; City of Brookings *FY*Gate Fees 3,858.36; Dakota State University *FY*Nov 2021 Elec/Gas 11,680.27; Daxko LLC Jan Spectrum Software 1,631.34; Defensive Edge Training Armorer Course-J.Coenen 450.00; Designarc Group LLC *FY*Consultant Fees-MAC 7,220.00; East River Electric Power Coop *FY*December Transmission 26,617.57; Etterman Enterprises Inc Shop Supplies 112.34; F & M Coop Oil Co Tire Sensors & Install/Fuel 319.63; Fastenal Co Hardware 6.72; First Bank & Trust *FY*Heartland/Dec Whole/Trans 419,104.86; First Premier Bank Interest 3,704.28; Galls LLC *FY*Uniform Pants 85.45; Graybar Electric Co Inc Shop Heater 223.34; Hawkins Inc *FY*Pool Chemicals 1,974.48; Hunter Publishing Inc *FY*Minutes/Resolutions/Bids 250.35; H5 LLC *FY*Commercial Rebate 1,447.00; Interlakes Comm Action Inc Nutrition Program 2022 2,750.00; ISG *FY*Capital Improvement Plan 5,243.00; Jacks Service *FY*Commercial Rebate 532.00; Keltek Incorporated Tablet/Keyboard 4,000.00; Klein Land and Cattle LLC Annual Land Lease - 2022 25,000.00; Krug Products Inc Air Hose Repair 3.93; Lake County International Inc *FY*Freight 21.47; Leibeg/Casandra *FY*Birthday Party Refund 85.00; Lewis Drugs Inc Clorox Wipes/Totes/Planner 13.43; Lewis&Clark Regional Water Sys *FY* Dec 2021 Fees 270.00; Madison Ace Hardware Casters/Hose/Drill Bits/Hardware 114.04; Madison Grocery Store Inc String Cheese/Crackers 103.10; Mamas Maid Service Cleaning Service/Supplies 673.75; Mid States Organized Crime Inf 2022 Annual Membership 150.00; Montgomerys Furniture Inc *FY*Commercial Rebate 200.00; Northwestern Energy *FY*Armory Utilities 1,374.86; O Reilly Automotive Inc Filters 43.80; Office Peeps Inc Toner/Batteries/Paper/Cork Board 739.57; Open Access Technology Int'l AMI/CVR/DRMS Milestones 18,750.00; Rons Saw Shop Chainsaw Parts 345.76; Running Supply Inc Carb Cleaner-Scaler/Safety Vests 531.89; Sanitation Products Inc 95 Gallon Carts 1,157.67; SD Dept of Agriculture Environmental Fees 50.00; SD Water and Wastewater Assoc Memberships 90.00; Sturdevants Madison Inc Wiring Manhole Lifter/Bushings/Etc 315.45; Sweeney Controls Co *FY*N Pressure Zone 120.00; Timmer Supply Co Parts 20.18; Tyler Technologies Inc Executime Training 375.00; US Dept of Energy *FY*December 2022 Service

106,671.84; USA Blue Book *FY*Chemicals 350.97; Valiant Living Inc *FY*Contracted Expenses 5,096.00; Valmont Coatings *FY*Bridge Railings 2,120.35; Verizon Wireless *FY*ASP Monthly Cell Service 80.93.

Finance Officer Wilt reviewed Resolution No. 2022-02 - Incidental Disbursements with the Board. This resolution will allow the Finance Office to process those bills that are necessary to pay prior to approval, with moving the meetings to twice a month. These bills would then be placed for ratification on the next agenda. Motion by Commissioner Shaw, seconded by Commissioner Wire to approve Resolution No. 2022-02 - Incidental Disbursement. Motion carried unanimously.

Public Comment was heard from Jim Casanova. Jim requested information if the city provides any incentives for residents who call in incidents, such as water breaks. He also spoke regarding the water leak on NW 9th and the great work the city personnel did in making repairs.

Motion by Commissioner Wire, seconded by Commissioner Shaw, to adjourn. Motion carried unanimously.

The Board of Commissioners adjourned at 5:40pm.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$___.

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

2021 Tax Year Payable 2022

Board of County Commissioners of Lake County, South Dakota

NAME

MAILING ADDRESS

CITY Madison State SD Zip Code 57042

Legal Description of Property Lot 2 BIK 3 Henkens 2nd Addn

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

☐ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

☐ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

☐ The property is exempt from the tax;

☐ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

☐ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

☐ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

☐ A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss _____

☐ Structures have been removed after the assessment date (upon verification by the director of equalization)
Date structures removed _____

☒ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

☐ Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

☐ Other / Comments _____

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Subscribed and sworn to, before me this _____ day of _____, _____

Deblalburg - Treasurer
Applicant's Signature

Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office 1-13-22

Received by PB

Total Valuation \$54,100

Total Taxes on Property \$1073.48

Amount Abated \$446.05

Amount Due Refunded

\$627.42

1st 1/2 \$313.71
2nd 1/2 \$313.71

Date Approved _____

Check Number _____

Patti Hoffmann
Chair, Lake County Commission

1-18-22
Date

TO BE COMPLETED BY DIRECTOR OF EQUALIZATION

Applicant's Name

Parcel number / legal description of property for which assessment freeze is to apply:

21105-00300-02010 #977m Lot 2 Blk 3 Jenkins 2nd ABIs the above described property a single family dwelling, condominium, apartment or manufactured home?yesIs the current full and true value less than \$202,943 54,100?
$$\begin{array}{r} L \ 10100 \\ B \ 44000 \\ \hline 54100 \end{array}$$
Base year 2001 assessment to be frozen \$ 30,100
$$\begin{array}{r} L \ 7800 \\ B \ 22300 \\ \hline 30100 \end{array}$$

TO BE COMPLETED BY COUNTY TREASURER

I hereby certify this applicant meets all requirements for an assessment freeze as provided in SDCL 10-6A.
The base year for assessment freeze is 2001.

Treasurer's Signature

Deborahburg4-16-21
date

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

2021 Tax Year Payable 2022

Board of County Commissioners of Lake County, South Dakota

NAME

MAILING ADDRESS

CITY Madison State SD Zip Code 57042Legal Description of Property Lot 7 BIK 20 Smith + Trow

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

☐ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

☐ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

☐ The property is exempt from the tax;

☐ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

☐ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

☐ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

☐ A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss _____

☐ Structures have been removed after the assessment date (upon verification by the director of equalization)
Date structures removed _____

☒ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

☐ Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

☐ Other / Comments _____

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Subscribed and sworn to, before me this _____ day of _____, _____

Deh Walburg - treasurer
Applicant's Signature

Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office 1-13-22

Received by PB

Total Valuation \$ 117,200

Total Taxes on Property \$ 2228.20

Amount Abated \$ 854.90

Amount ^{Due} Refunded \$ 1373.30

1st 1/2 \$ 686.65
2nd 1/2 \$ 686.65

Date Approved _____

Check Number _____

[Signature]
Chair, Lake County Commission

1-18-22
Date

TO BE COMPLETED BY DIRECTOR OF EQUALIZATION

Applicant's Name

Parcel number / legal description of property for which assessment freeze is to apply:

21110-02000-07010 # 1149M Lot 7 BLK 20 Sm, TH & TRew

Is the above described property a single family dwelling, condominium, apartment or manufactured home?

yesIs the current full and true value less than \$202,943 117200?
$$\begin{array}{r} \text{Land } 9400 \\ \text{BLDG } 107800 \\ \hline 117200 \end{array}$$
Base year 2002 assessment to be frozen \$ 71200
$$\begin{array}{r} \text{Land } 7300 \\ \text{BLDG } 63900 \\ \hline 71200 \end{array}$$

TO BE COMPLETED BY COUNTY TREASURER

I hereby certify this applicant meets all requirements for an assessment freeze as provided in SDCL 10-6A.
The base year for assessment freeze is 2002.

Debi Walburg
Treasurer's Signature6-8-21

date

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

2021 Tax Year Payable 2022

Board of County Commissioners of Lake County, South Dakota

NAME

MAILING ADDRESS

CITY Madison State SD Zip Code 57042Legal Description of Property Lot 9 B1K8 Cob-Van Doren

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

☐ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

☐ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

☐ The property is exempt from the tax;

☐ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

☐ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

☐ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

☐ A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss _____

☐ Structures have been removed after the assessment date (upon verification by the director of equalization)
Date structures removed _____

☒ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

☐ Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

☐ Other / Comments _____

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding -- Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Subscribed and sworn to, before me this _____ day of _____, _____

DeblWalburg -treasurer
Applicant's Signature

Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office 1-13-22

Received by PB

Total Valuation \$65,600

Total Taxes on Property \$1269.24

Amount Abated \$598.48

Amount ^{Due} Refunded \$670.76

1st 1/2 \$335.38
2nd 1/2 \$335.38

Date Approved _____

Check Number _____

[Signature]
Chair, Lake County Commission

1-18-22
Date

PT 38 – ASSESSMENT FREEZE FOR THE ELDERLY & DISABLED (SDCL 10-6A)

TO BE COMPLETED BY DIRECTOR OF EQUALIZATION

Applicant's Name



Parcel number / legal description of property for which assessment freeze is to apply:

21060-00800-09010 #863M Lot 9 BLK 8 C&B+Van Doren

Is the above described property a single family dwelling, condominium, apartment or manufactured home?

yes

Is the current full and true value less than \$202,943 65600?

Land 5800
Bldg 59800
65600

Base year 2001 assessment to be frozen \$ 33400

L. 4300
BLDg 29100

TO BE COMPLETED BY COUNTY TREASURER

I hereby certify this applicant meets all requirements for an assessment freeze as provided in SDCL 10-6A.
The base year for assessment freeze is 2001.

Debra Walburg
Treasurer's Signature

6-23-21
date



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

January 21, 2022

Mr. Ryan Hegg
City Engineering Department
116 W. Center St.
Madison, SD 57042

RE: Letter of Contract – West Avenue Sanitary Sewer Improvements Project

Dear Mr. Hegg:

We would like to thank you for the opportunity to present this proposal for engineering services on the above referenced project. This sanitary sewer improvements cost proposal is for the level of effort involved in preparing final plans and specifications for replacement of the West Avenue sanitary sewer segment between NW 6th Street and NW 7th Street. Our scope of services also includes construction phase engineering and construction staking services. Please refer to Exhibit A for the project location.

Banner performed preliminary engineering work, under a previous engineering agreement dated 10/15/2020, that identified the sanitary sewer route, recommended pipe sizing and proposed a preliminary pipe profile. We have attached the previous agreement for your reference, Exhibit B. This scope of work will use the preliminary information to prepare final design documents that the City can use to solicit proposals for completion of the construction. This segment of sanitary sewer is directly downstream of the proposed improvements identified in the Rural Development Phase 1B Improvements Project. Improvements to the sanitary sewer on West Avenue are required to be completed prior to the continuation of sanitary sewer work on the Phase 1B Project.

We are providing the following scope of services for this project:

TASK 1: ENGINEERING SCOPE OF SERVICES TO PROVIDE FINAL PLANS AND SPECIFICATIONS

- Use 2020 topographic survey information and prepare existing conditions file
- Project Planning Meetings with Engineer/Owner (Kickoff, 60% & 90% Design Meetings)
- Removal Plan
- Erosion Control Plan
- Sanitary Sewer Installation Plan
- Storm Sewer Installation Plan
- Street Surfacing Plan and Profile
- Street Cross Sections
- Project Details and Standard Plates
- Submit Final Plans to City of Madison and DANR



TASK 2: SCOPE OF SERVICES TO PROVIDE CONSTRUCTION ADMINISTRATION, CONSTRUCTION OBSERVATION AND CONSTRUCTION STAKING

- General Administration of Contract
- Resident Project Representative
- Review Project Submittals
- Pre-Construction Conference
- Review Pay Request Applications
- Prepare Construction Documents (Field Order, Request for Proposal, Change Order)
- Perform Final Walkthrough
- Prepare Construction Plans of Record

INFORMATION TO BE PROVIDED BY THE CITY

It is understood the City of Madison will provide the following:

- Permission for safe Right-of-Entry by Banner employees onto private property where survey data is to be gathered or as required during construction.

EXCLUSIONS

Based on our understanding of the project, the following items are excluded from our Scope of Services:

- Boundary Survey
- Geotechnical Investigation
- Electrical, Gas, Telecommunication Utilities
- Lighting
- Bidding Services
- Hazardous Materials
- Permitting
- Setting Property Pins



DELIVERABLES AND SCHEDULE

The deliverables for this project are Final Plans and Specifications and Construction Plans of Record following the project completion.

Based on our understanding of the necessary timeframe for design and construction, Banner proposes the following schedule with Task 1 deliverables due April 15, 2022 and Task 2 deliverables due in a reasonable timeframe following completion of the project:

Notice to proceed with services	January 25, 2022
Prepare 60% Plans for City Review	February 18, 2022
Prepare 90% Plans and Specifications for City Review	March 18, 2022
Submit Final Plans and Specifications	April 1, 2022
Begin Construction Phase	May 2022

COMPENSATION

Banner Associates proposes to complete the above-described Scope of Services on an hourly rate basis with an aggregate (Not-to-Exceed) limit as outlined below:

Task 1: Final Plans and Specifications	\$19,500
<u>Task 2: Construction Administration, Observation and Staking</u>	<u>\$27,400</u>

Total = \$46,900 including reimbursables

These costs do not include cost for any permits required by agencies for review. Any work that falls outside this scope will be billed separately based on our hourly rates accordance with the attached fee schedule. Billings will be provided on a monthly basis and will be based on the "Schedule of Labor Rates and Expenses", dated January 2022 and subsequent updates. This Letter of Contract incorporates and includes Banner's Schedule of Labor Rates and Expenses and General Conditions.

Thank you for the opportunity to provide our engineering services.

If you require any additional information or want to discuss the project further, please contact our office at 692-6342

Pat Carey, P.E.
Banner Associates, Inc.

Weston J. Blasius, P.E.
Banner Associates, Inc.



Page 4

- Attachments:
1. Exhibit A
 2. Exhibit B
 3. Schedule of Labor Rates and Expenses
 4. General Conditions

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2022

For: _____

By: _____

Title: _____

EXHIBIT A

WEST AVENUE SANITARY SEWER IMPROVEMENTS



N OLIVE AVE

N WEST AVE

N CHICAGO AVE

7TH ST NW

WEST AVENUE
PROJECT
AREA

6TH ST NW

5TH ST NW



EXHIBIT B



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

October 15, 2020

Mr. Chad Comes, PE
City Engineer
116 W. Center St.
Madison, SD 57042

RE: Letter of Contract – Northwest Sanitary Sewer Service Area Study & Preliminary Design

Dear Mr. Comes:

We would like to thank you for the opportunity to present this proposal for engineering services for the above referenced project. This sanitary sewer study cost proposal is for the level of effort involved with the preparation of a Preliminary Engineering Report (PER). A PER can be used as a basis when addressing projects for Capital Improvements Plans.

The primary focus of this Sanitary Sewer PER is to investigate providing proper and reliable sewer service to two (2) existing homes north of NW 7th St and between N Olive Ave and N West Ave and provide sewer service to unimproved land South of NW 8th St NW between Highway 81 and Catherine Ave N. This area is shown as Study Area #1A on the attached Exhibit A. The study will also examine the potential to extend sanitary sewer service west of Highland Ave/Highway 81 to serve the area shown as Study Area #1B in Exhibit A.

Extension and expansion of the sanitary sewer service in this location will have a direct impact on the capacity of portions of the downstream sewer. Therefore, investigation of the sanitary sewer will begin at the intersection of NW 6th St and N West Ave where the sewer reduces in size from 10-inch to 8-inch. It is also important to note that the upstream 8-inch sewer is currently proposed for replacement as part of the ongoing Rural Development Utility Improvements Project. This study is critical to deciding if and how much of this sewer requires upsizing and will include preliminary design for the segments of sanitary sewer on West Ave between 6th and 7th St.

A future study area is also indicated on the attached Exhibit A but is not included within the scope of this study. This area has been defined by the city as having potential for future growth. While this area may be potentially served through the extension of the sewer investigated as part of this study, the area is too large to blindly serve without having performed a complete collection system hydraulic model to verify capacity of downstream pipe segments. Therefore, we recommend that a comprehensive analysis of the downstream system capacity be performed prior to extension of sanitary sewer service into this area.

The study of Areas 1A and 1B will only identify potential limits of sanitary sewer coverage and will not include preliminary layout of streets, lots, other utilities or contain survey grade boundary information. Through previous correspondence with the City of Madison a preliminary sanitary sewer main route has been established and will be the basis of the scope for the sanitary sewer extension. The preliminary sanitary sewer main route is shown on Exhibit A, attached to this document.

We are providing the following scope and estimated costs for a Preliminary Engineering Report (PER) and Preliminary Sanitary Sewer Design.

EXHIBIT B



Page 2

SCOPE OF SERVICES

Task No. 1 – Survey

- Perform topographic survey on West Avenue between 6th and 7th Street
- Collect limited topographic survey information west of Highland Ave to determine preliminary service area
- Survey work task assumes 1.5 days of survey field work with a two-person crew.

Task No. 2 – Sanitary Sewer Service Area Study

- Set sanitary sewer grade and elevation for structure at 8th St and Highland Ave
- Prepare conceptual sanitary sewer main collector layout for service area. Primarily to the north-south ¼, ¼ line of the SE ¼ of Section 1- T 106N - R 53W (Identified as Study Area #1B on Exhibit A)
- Overlay development constraints shown on figure 5.2 of City Comprehensive Plan

Task No. 3 – Sanitary Sewer Sizing Analysis

- Estimate flows from the delineated Service Area #1B
- Prepare a Sanitary Sewer Model using Bentley Sewer Gems. The model will represent estimated future flows from the delineated Service Area #1B, west of Highland Ave.
- Recommend sizing of piping downstream of Highland Ave and 8th St to the West Ave and 6th St intersection

Task No. 4 – Sanitary Sewer Report

- A Preliminary Engineering Report will be prepared which will include the following:
 - Sanitary sewer main extension options and service area
 - Recommended sanitary sewer sizing
 - Figures to illustrate findings from the study

Task No. 5 – Preliminary Design (West Ave from 6th St to 7th St) Conceptual Design (Extension of Sanitary Sewer from Olive Ave and 8th St to Highland Ave and 8th St)

- A Preliminary Design will be prepared to include the following for the West Avenue from 6th Street to 7th Street Improvements:
 - Improvements Map
 - Preliminary Grading and Erosion Control
 - Plan and Profile Sheets
 - Estimate of Quantities
- A Conceptual Design will be prepared to include the following for the future extension of Sanitary Sewer from Olive Avenue and 8th Street to Highland Ave and 8th Street:
 - Improvements Map
 - Conceptual Plan and Profile Sheets

EXHIBIT B



Page 3

- Prepare Project Opinion of Costs
 - An Opinion of Project Costs for sanitary sewer improvements on West Avenue between 6th and 7th St.

INFORMATION TO BE PROVIDED BY THE CITY

It is understood the City of Madison will provide the following information:

- City Staff for site inspections or surveys.
- Permission for safe Right-of-Entry by Banner employees onto private property where survey data is to be gathered.

EXCLUSIONS

Based on our understanding of the project, the following items are excluded from our Scope of Services:

- Sanitary sewer evaluation of identified Future Study Area
- Existing Sanitary Flows Determination/Analysis
- Facility Plan Document.
- Final design plans.
- Geotechnical Investigation.
- Hazardous Materials.
- Permitting.

DELIVERABLES AND SCHEDULE

The deliverables for this project will be a Preliminary Engineering Report level sanitary sewer study and Preliminary Design for the sanitary sewer segments identified in the project scope tasks.

Based on our current knowledge of the schedule for the project, Banner agrees to complete the facility plan according to the following schedule:

Notice to proceed with services	October 19, 2020
Provide draft PER for review and comments	November 9, 2020
Provide Preliminary Design Sheets	November 23, 2020
Provide Final PER	December 11, 2020

EXHIBIT B

BANNER

Page 4

COMPENSATION

Banner Associates proposes to provide the services on an hourly rate basis with an aggregate (Not-to-Exceed) limit of \$21,200 plus applicable taxes. These costs do not include cost for any permits required by agencies for review. Any work that falls outside this scope will be billed separately based on our hourly rates accordance with the attached fee schedule. Billings will be provided on a monthly basis and will be based on the "Schedule of Labor Rates and Expenses", dated January 2020 and subsequent updates. This Letter of Contract incorporates and includes Banner's Schedule of Labor Rates and Expenses and General Conditions.

If you required any additional information or want to discuss the project further, please contact out office at 692-6342.

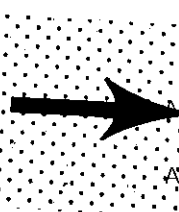
Pat Carey, P.E.

Pat Carey, P.E.
Banner Associates, Inc.

Weston J. Blasius

Weston J. Blasius, P.E.
Banner Associates, Inc.

- Attachments:
1. Exhibit A
 2. Schedule of Labor Rates and Expenses
 3. General Conditions



ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this 19th day of October, 2020

For: City of Madison

By: Marshall Dermott

Title: Mayer



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

SCHEDULE OF LABOR RATES AND EXPENSES

January 2021

Administrative	\$55.00 to \$145.00/Hour
Surveying/Geomatics	\$65.00 to \$140.00/Hour
Engineering Technician.....	\$65.00 to \$110.00/Hour
Environmental Scientist.....	\$65.00 to \$135.00/Hour
Engineering Intern.....	\$85.00 to \$105.00/Hour
Project Engineer	\$105.00 to \$155.00/Hour
Project Manager	\$120.00 to \$215.00/Hour

1. Meals at State Rates.
2. Lodging at actual cost.
3. Reimbursables:

Mileage.....	\$0.55/Mile
Photocopy	0.08/Copy
Black & White 11x17 Laser Prints.....	0.15/Sheet
4. All other direct project expenses at actual cost of materials.

Rates are subject to change annually.

GENERAL CONDITIONS

Agreement. The entire Agreement between the Client and Banner shall consist of the Letter of Contract, the Schedule of Labor Rates and Expenses and these General Conditions ("Agreement"). The Agreement represents the entire, integrated Agreement and supersedes all other negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written agreement of the Parties. Banner's services are limited to those specifically identified in the Agreement.

Authorization to Proceed. Execution of this Agreement by the Client will be authorization for Banner to proceed with the Services, unless otherwise provided in the Agreement.

Cost Opinions. Any opinion of cost provided by Banner will be on a basis of experience and judgment, but, since construction costs are dependent upon many market and other conditions over which Banner has no control, Banner shall not be responsible for variations between actual costs and any opinion of cost.

Standard of Care. In the performance of its professional services, Banner will use that degree of care and skill ordinarily exercised by similarly situated professionals under like and similar circumstances. No express or implied warranties are applicable to, or provided with, any of Banner's services

Payment. Monthly invoices will include charges incurred during the preceding month. Payment of the invoice is due within thirty (30) days following the date of the invoice. A charge of one and one-half percent (1 1/2%) per month, or the maximum legal rate for commercial accounts, whichever is less, will be charged for late payment. Client shall be responsible for reimbursing Banner for all costs incurred in collecting delinquent amounts owed by Client.

Termination. This Agreement may be terminated for convenience upon 30 days' written notice, or for cause, if either party fails to substantially perform as required under the Agreement through no fault of the other party and does not commence to diligently correct such nonperformance within 5 days of receipt of written notice. Upon termination, Banner will be paid for all services authorized and performed up to the termination date plus reasonable termination expenses incurred by Banner as a result of the termination.. This Agreement will otherwise terminate upon completion of all applicable requirements of the Agreement. The Indemnity and Limitation of Liability Provision shall survive any termination of this Agreement.

Indemnity and Limitation of Liability. The Client agrees to defend, indemnify and hold Banner and its professionals, officers, employees representatives and agents harmless from and against all claims, costs, expenses (including attorney's fees and expenses) asserted against Banner in connection with the Project, including, but not limited to claims involving hazardous substances, except to the extent caused by the sole negligence of Banner. Banner's liability to the Client for losses, damages or injuries arising out of the performance of Banner's services or the Project will be limited to a sum not to exceed the greater of \$50,000 or Banner's fee (to a maximum of \$1,000,000 or the amount of any insurance available to cover such liability if less than \$1,000,000).

Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Hazardous Substances. Unless specifically stated in this Agreement, Banner shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site

Interpretation. This Agreement and any claims or disputes arising out of, or relating to, the Agreement shall be governed by the laws of the State of South Dakota, other than any choice of law provisions under South Dakota law.

No Third Party Beneficiaries. This Agreement is for the sole benefit of Client and Banner and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party against either Client or Banner.

Responsibility for Construction. The Client agrees that in accordance with generally accepted construction industry standards, Banner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since they are solely the responsibility of the contractor, and Banner shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, including, but not limited to the contractor's failure to perform its work in accordance with industry standards and the requirements of any plans and specifications.

RESOLUTION NO. 2022-03

A RESOLUTION TO AMEND ESTABLISHED EMPLOYEE COMPENSATION FOR 2022

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

That Section C of Resolution 2021-29 adopted on November 22, 2021 is amended as follows:

Dated this _____ day of January, 2022.

CITY OF MADISON

Mayor

ATTEST: _____
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>Human Resources</u>	<u>Grade</u>
Human Resources Specialist	15
<u>Engineer & Community Development</u>	<u>Grade</u>
Building Official/Code Enforcement Officer	19
Engineering Technician	16
Administrative Assistant	12
<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

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.
- 1) Holidays – 2021 Christmas Eve (4 hours), 2021 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day. Holidays hours based on shift scheduled.
- 4) Retirement – 8% for Police Sergeants and Officers. 6% all others.
- 5) Health Insurance – single \$582.34 per month; employee + one \$1,014.06 per month; employee + children \$1,146.22 per month; family \$1,191.86 per month (city benefit towards premium).
- 6) Dental Insurance – single \$36.70 per month; employee + one \$68.02 per month; employee + children \$68.31 per month; family \$88.94 per month (city benefit towards premium).
- 7) 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.
- 8) Life Insurance – \$30,000 term policy.
- 9) Flexible Benefits Plan – healthcare and dependent care options.
- 10) Wellness – \$10.00 bi-weekly if employee is member of Community Center or local fitness center. Community Center employees receive single Community Center membership.
- 11) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
- 12) Boot Allowance – \$150.00 annually with PR#1 to safety sensitive, Engineer and Police.
- 13) Shift Differential – Weekday Night and Weekend Night 5pm – 7 am \$2.00 (Police Dept Only)
- 14) Shift Differential – Weekend Day 7am – 5pm \$1.50 (Police Dept Only)

CITY OF MADISON

RESERVE POLICY

Guidelines updated on the __ day of January, 2022.

RESERVES

- A. The establishment and maintenance of adequate cash balances and reserves allow the City financial flexibility and security and is recognized as an important factor considered by bond rating agencies and the underwriting community when reviewing City debt issuance. Along with maintaining the City's credit worthiness, such cash balances and reserves provide the means to handle economic uncertainties, local disasters and other unanticipated financial hardships, as well as, to meet cash flow requirements. In addition to the designations noted below, fund balance levels will be sufficient to meet funding requirements for projects approved in prior years that are carried forward into the new year; debt service reserve requirements; reserves for encumbrances; and other reserves or designations required by contractual obligations or generally accepted accounting principles.

1. General Policies

- a. A positive cash balance should be shown in the general fund at the end of the fiscal year. At a minimum, the balance should be 30% of general fund appropriations for the current fiscal year in order to provide adequate cash flow and emergency cash funding.
- b. Restricted cash reserves should not be used to finance routine operating expenses that exceed budgeted levels.
- c. Cash reserves should not be used to finance capital projects, unless those reserves were specifically earmarked for a project.
- d. Revenues will equal or exceed expenditures for each budget year unless there are funds available in excess of the cash reserves requirements of this policy. Excess cash reserves may be used to balance revenues and expenditures as long as the minimum cash reserve requirements of this policy are met.
- e. Short-term borrowing, such as Tax Anticipation Notes, in order to meet the requirements in a. through d. of this section is prohibited.
- f. The City's annual budget is considered balanced if the cash reserve requirements, the working capital requirements, and the revenue and expenditure requirements of this policy have been met.

2. Working Capital

- a. The City will assemble sufficient cash reserves in Water, Sewer, & Solid Waste operating funds for working capital so that short term cashflow financing is not required. The cash reserve will be no less than 30% of the current year's operating budget.
- b. The Community Center Maintenance & Repair Reserve will require a minimum cash reserve of \$450,000.00, and shall be replenished, as established by state law.
- c. Permanent funds, shall maintain reserves and use restrictions as established within trust agreements.
- d. Debt service funds shall carry the following cash reserve requirement. Debt service fund reserves shall equal the greater of:
 - a. 10% of the total debt outstanding, or
 - b. the current year's annual principal and interest payment, or
 - c. any minimum established in debt instrument.
- e. Capital project funds carry no cash reserve requirements, unless established by contract or state law.
- f. Short-term borrowing, such as Tax Anticipation Notes, in order to meet the preceding working capital requirements is prohibited.

3. Capital Project Reserve Fund

- a. The Commission may assign specific fund balance levels for future development of capital projects that do not require bond financing. The Commission may annually transfer to the fund any balance from operating funds in excess of the cash reserve requirements within this policy.

CITY OF MADISON

Marshall Dennert, Mayor

ATTEST:

Sonya Wilt, Finance Officer