



BOARD OF COMMISSIONERS AGENDA
May 2, 2022
5:30PM – COMMISSION ROOM – 116 W CENTER ST

CALL TO ORDER

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/85479205233>

PLEDGE OF ALLEGIANCE

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

ROLL CALL

ADOPT AGENDA

Meeting ID: 854 7920 5233

APPEARANCES/ACKNOWLEDGEMENTS

OATH OF OFFICE - ROY J. LINDSAY

CONSENT CALENDAR

- 1) Minutes - April 18, 2022
- 2) Payroll Bills for Ratification - April 15, 2022
- 3) Payroll Bills for Ratification - April 29, 2022
- 4) Bills for Ratification - April 28, 2022
- 5) Bills for Ratification - April 13, 2022
- 6) Bills for Approval - May 4, 2022
- 7) Personnel
- 8) Acknowledge Permit to Occupy Right-of-Way - The Office - Bump-out Seating
- 9) Declare Surplus Property and Appoint Appraisers - 2 X26P Tasers
- 10) Adopt Resolution No. 2022-22 - Appointment of Applicant Agent
- 11) Approve Board Appointments – Library Board: John Nelson and Laura Reed

NEW BUSINESS

- 1) Adopt Resolution No. 2022-21 - Powers and Duties of the Mayor and Commissioners
- 2) Adopt Resolution No. 2022-23 – Amend Employee Compensation 2022 – Finance Restructure
- 3) Summer Hours & Staffing at Madison Aquatic Center
- 4) Authorize Mayor to Sign Contract with Sodexo for Concession Services at Madison Aquatic Center
- 5) Action to Set Admission Rates at Madison Aquatic Center
- 6) Authorize Mayor to Sign Acceptance of Quote for Mitigation Services on the Historic Memorial Creek Walls
- 7) Authorize Mayor to Sign Acceptance of Cost Proposal for Geotechnical Services on the Historic Memorial Creek Walls
- 8) Authorize Mayor to Sign Change Order No. 1 – Caldwell Tanks Inc. – Water System Improvements – Water Tower
- 9) Authorize Mayor to Approve Amendment No. 2 for Houston Engineering Contract for NW 9th St and N Union Ave

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Next Commission Meeting - May 16, 2022
- 2) Board Vacancies: Madison Housing & Redevelopment Commission (5), and Planning Commission (1 alternate)

EXECUTIVE SESSION

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

ADJOURN

Anyone wishing to speak to an item on the agenda must be acknowledged by the chair and come to the podium to address the Mayor and City Commission. Addressing other audience members will not be permitted.

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.

Oath of Office

I do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of South Dakota, and that I will faithfully discharge the duties of Mayor for the City of Madison, to the best of my ability.

Signature _____

Sworn to before me this _____ day of _____, A.D. 2022.

(seal)

Signature of Officer Administering Oath

Title of Officer Administering Oath

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

April 18, 2022
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 18th day of April 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, seconded by Commissioner Shaw to adopt the April 18th agenda. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Corbin, to approve the following items on the consent calendar: Minutes - April 4, 2022; Bills for Ratification - April 11, 2022; Bills for Ratification - April 13, 2022; Bills for Approval - April 20, 2022; Personnel; Building Permit Report - March; Acknowledge Permit to Occupy Right-of-Way - Sundog Coffee - Bump-out Seating; Ratify Mayor's Signature on Professional Services Agreement - KLJ Engineering Design of Hangar Taxilanes, Parking Lot and Airport Access Road; Ratify Mayor's Signature on Grant Application - FAA - AIP# 3-46-0029-023-2022 Design of Hangar Taxilanes, Parking Lot and Airport Access Road; Adopt Resolution No. 2022-17 - Approve a Plat - Lots 2A and 2B of Doerr's Addition; Approve Grant Application - Highway Safety Speed Enforcement; Declare Surplus Property and Authorize for Transfer to Another Government Entity - 2 X26P Tasers and 14 Taser Cartridges. Motion carried unanimously.

Bills for Ratification - April 11, 2022:

AT & T Mobility Data Connect – Library \$193.19; First Bank & Trust Bond Interest \$11,745.88; Verizon Wireless ASP Cell Phone Service \$80.86.

Bills for Ratification - April 13, 2022:

1022 Partners Refund - Overpayment Final Bill \$172.30; Alpha Media USA LLC Community Center Advertising \$420.00; Altec Industries Inc Sky Genie \$457.53; American Red Cross Lts Facility Fee \$300.00; Appeara Mat Rentals \$159.62; B&G Transportation 2022 Commercial Lighting Rebate \$678.00; Baker & Taylor Books \$71.58; Blackstone Publishing Books \$190.96; Borns Group Inc Utility Billing Printing & Postage \$1,988.91; Caldwell Tanks Water Tower Construction \$20,592.00; Carquest Of Madison Parts \$239.54; Century Business Products Inc Copier Contract \$27.00; Christiansen Complete Water Water Delivery/Cooler Rental \$19.60; Coles Petroleum Products Inc Fuel \$,9510.31; D&T Ventures LLC April Website Support \$360.50; Dakota Fluid Power Inc Seal Kit \$183.33; Dakota State University February 2022 Utilities \$11,953.55; Daxko LLC April Spectrum Software \$1,748.90; DLT Solutions LLC Architecture Engineering & Construction Subscription \$1,232.55; Downs/Myron Meals/Mileage - Airport Conference, Pierre, SD \$255.09; Elite Card Payment Center Credit Card Charges \$13,353.93; Endress & Hauser Inc Memosens \$1,075.56; Equipment Blades Inc Cutting Edges \$303.32; F&M Coop Oil Co Propane/Fuel \$53.90; Fastenal Co Ear Plugs \$13.14; First Premier Bank Interest Payments \$3,374.24; Gale Cengage Learning Books \$152.75; Gaylen's Popcorn 2022 Commercial Lighting Rebate \$200.00; Greater Madison Area Chamber BID Tax Funding \$2,185.00; Hawkins Inc Swimming Pool Chemicals \$166.58; Hillyard Inc Suction Hose/Janitorial Supplies \$127.15; Hunter Publishing Inc March 24 Publications \$2,028.71; Ingram Co Books \$162.83; ISG Capital Improvement Plan \$5,201.72; J&J Earth Works Inc Water System Improvement Project \$112,867.19; Josh's Tools LLC Drill Bit \$10.95; Kibble Equipment LLC Or John Deere Financial Toggle/Rocker Switch \$69.59; Krsnak/Linda Refund - Unapplied Military Discount \$68.25; Lacal Equipment Inc Drag Shoe \$500.22; Lake Area Improvement Corp 2nd Quarter Allotment/April Forward Madison \$65,000.00; LAKE COUNTY TREASURER Fuel \$797.04; Lewis Drugs Inc Money Receipt Book \$3.99; Lewis&Clark Regional Water Sys March 2022 Fees \$270.00; Madison Ace Hardware Totes/Tools/Chainsaw Sharpener \$167.71; Micromarketing LLC Books \$647.63; Mitchell1 Prodemand Only Library Subscription \$1,018.98; Mpower Technologies Inc Services \$775.50; Northwestern Energy Utilities \$1,061.08; O Reilly Automotive Inc Oil/Filters \$146.47; OCLC Inc Cataloging &

Metadata Subscription \$368.00; Office Peeps Inc Reception Desk/Toner/Office Supplies \$1,692.9.; One Stop Fuel \$97.86; Open Access Technology Int'l AMI04/CVR10 Milestones \$4,750.00; Pitney Bowes Company Postage \$2,000.00; Porta Pros Inc Portable Toilet Rental Totland Park \$142.00; Remote Systems Integration Rsinet Data Service Qtr 1 \$180.00; Resykle LLC Tire Drag \$13.80; Rons Saw Shop Chainsaw Chains \$194.50; Runnings Supply Inc Pipe/Roller Chain/Rope/Clevis Grab Hooks \$266.41; Sanitation Products Inc 17 Wire \$270.00; Scholastic Inc Education Books \$26.43; SD Federal Property Agency Boots - Fire Dept. \$38.25; SD One Call Message Fees \$87.15; Shpigler Consulting Inc AMI Op Support \$4,751.58; Sioux Valley Energy Utilities \$326.00; Stahl/Rachel Membership Refund - Second Account \$96.00; Streichers Inc Ballistic Panel Set/Carrier/ID Patches/Radio Pouch \$1,164.98; Sturdevants Madison Inc Socket Special Order/Ball Bearing/Spark Plugs \$498.19; Tracker Software Corporation Annual Support \$3,606.00; Trinity Lutheran Church ELCA 2022 Commercial Lighting Rebate \$2,150.00; Tyler Technologies Inc Software Conversion \$9,674.58; USA Blue Book Chemicals \$693.34; Vast Broadband Internet Service/Installation \$363.96; Visual Gov Solutions LLC Utility Payment Processing \$7,353.50; Wheelco Brake & Supply Inc Shop Towels \$126.46; Winrow/Kaylee Easter Egg Hunt Candy \$319.50; Xtreme Wash LLC PD Car Washes Sept 2021 - March 2022 \$531.92.

Bills for Approval - April 20, 2022:

Alpha Media USA LLC Snow Banner \$99.00; Appeara Mat Rentals - Water Treatment Plant \$114.84; Avera Medical Group Drug Testing/Collection \$61.00; Border States Electric Supply 40a 3p 24v Contactor \$141.61; Boyer Ford Trucks Inc Batteries - Fire Truck \$512.28; Brock White Co LLC Patching Materials \$9,067.50; Builders Firstsource Rebar \$10.59; Carquest Of Madison Grease \$57.96; City Of Brookings Landfill March Gate Fees \$3,652.00; Classic Convenience Inc Fuel \$256.14; Coles Petroleum Products Inc Oil \$1,190.82; Colonial Research Chem Corp Tar Remover \$123.98; Core & Main Gp LLC Meters \$2,772.12; Craigs Welding Service Welding \$364.00; Dakota State University January Work Order Billing \$501.08; Designarc Group LLC Architectural Fees - Aquatic Center Renovation \$8,200.00; Dollar General Corp Paper Plates/Cutlery/Chips/Bottled Water \$28.45; East River Electric Power Coop March - Transmission \$19,125.68; ESRI ArcGIS Software \$2,200.00; F&M Coop Oil Co Tire Repairs/Service \$75.64; Fastenal Co Hardware \$32.74; First Bank & Trust Heartland - March 2022 \$410,638.78; Graybar Electric Co Inc Cat 6 Wire \$473.98; Hauff Mid America Sports Inc Pitching Mound Platform \$1,195.00; Hillyard Inc Janitorial Supplies \$678.22; Hunter Publishing Inc April 7 Publications \$654.69; Hydraulic World Inc Cyl Repair \$265.16; Infotech Solutions LLC Monthly Software & Maintenance \$6,562.82; Lake Area Improvement Corp Sales Tax Rebate - Custom Touch 1st Qtr 2022 \$3,296.65; Lawrence/Bradley A Meal Reimbursement - Pierre/Watertown \$48.00; Lewis Drugs Inc Shelter Supplies/Easter Egg Hunt Supplies \$133.82; Limmer/Jayson Meal Reimbursement - Watertown \$14.00; Madison Ace Hardware Hardware \$25.04; Madison Grocery Store Inc Asp Snacks \$167.29; Matheson Tri Gas Inc Gloves & Carbide Cutter \$476.46; Northwestern Energy Utilities \$1,302.48; O Reilly Automotive Inc Filters & Fuel/Water Separator \$93.47; Office Peeps Inc Installation - Engineering Desk/Office Supplies \$422.55; One Stop Election Worker Meals \$38.48; Open Access Technology Int'l Ltc Regulators \$6,400.00; Pheasantland Industries Uniforms \$848.83; Porta Pros Inc Handicap Unit Rental Memorial Park \$170.00; Productivity Plus Account Tube & Gutter Brooms \$1,586.41; Ramkota Hotel & Conf Center - Pierre Myron Downs - Airport Conference \$196.00; Rosebud Manufacturing Co.,Inc. 1% Rebate - St Sander & Conveyor \$3,580.00; Runnings Supply Inc Shelter Supplies/Gloves/Rain Pants/Tools \$480.71; Streichers Inc Holster Lh, Rh, & Taser \$156.99; Sturdevants Madison Inc Filters/Hinge Pins/Door Hinge/Maxxima Lights \$793.17; Tyler Technologies Inc Software Testing & Go-Live Support \$10,187.50; US Dept Of Energy March 2022 Services \$108,875.10; Valiant Living Inc March Contracted Expenses \$5,096.00.

Personnel:

Greg, Kahler \$13.00/hour; Nathan Hasleton \$12.00/hour; Martha Richardson \$13.50/hour; Alexander Collins \$13.00/hour, \$13.50/hour; Grant Hasleton \$13.00/hour, \$13.50/hour; Amy Jones \$13.50/hour; Hannah Meyer \$11.00/hour, \$11.25/hour; Mitchell Peters \$13.00/hour, \$13.50/hour; Tessa Ryan \$13.00/hour, \$13.50/hour; Olivia Scott \$13.00/hour, \$13.50/hour; Connor Bates \$13.00/hour, \$13.50/hour; Kaitlyn Sewell \$13.00/hour, \$13.50/hour; Lillian Tolley \$13.00/hour, \$13.50/hour; Kaden Krusemark \$13.00/hour, \$13.50/hour; James Bame \$12.50/hour; Daniela Lee \$12.50/hour; Adelia Meyers \$12.50/hour; Autumn Barger \$9.95/hour.

Mayor Dennert opened the hearing on a retail malt beverage application from Unlock Madison. Following the hearing, motion by Commissioner Corbin, seconded by Commissioner Shaw, to approve the retail malt beverage license for Unlock Madison. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire, to give Ordinance No. 1648 - Marijuana Licensing a second reading. The ordinance adds cultivation, manufacturing, and testing facilities to the previously approved dispensary uses. It also allows cannabis establishments in ML Light Manufacturing and MH Heavy Manufacturing in addition to the previously approved HB Highway Business zoning. Only dispensaries are allowed in the HB zone, but all uses (dispensaries, manufacturing, testing, cultivation) are allowed in ML/MH. Two of each type of establishment are allowed. Distances from residences and schools/parks remain 500 feet and 1000 feet. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to adopt Resolution No. 2022-18 - Amend Employee Compensation. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to adopt Resolution No. 2022-19 - Canvass Votes of Municipal Election. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to adopt Resolution No. 2022-20 - Schultz Second Annexation. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Wire to authorize the mayor to sign Change Order No. 2 with Halme, Inc. for Water System Improvements Project Phase 2. This increases the cost of Phase 2 of the RD project by \$10,872. Concrete was found under a section of asphalt. This requires full depth removal rather than milling as previously planned. Motion carried unanimously.

Utilities Director Brad Lawrence provided an update on the AMI project.

Motion by Commissioner Wire, seconded by Commissioner Dybdahl to approve the purchase of 1 zone of Syrinix Pressure Monitoring Equipment from Flow Control Automation for \$17,280. This equipment can find leaks and transient water pressure spikes that cause leaks. Motion carried unanimously.

Jim Casanova was present and requested 3 streetlights on the 300 block of NW 9th Street be repaired.

The next Board of Commissioners meeting is May 2, 2022 at 5:30pm.

City Administrator Berreth announced there are open positions on the Library Board and the Madison Housing and Redevelopment Commission. The City recently learned the Housing Commission has not been reappointed every 5 years and is working through that process yet. If anyone is interested in serving on a board, they can contact City Hall for an application to fill out.

Motion by Commissioner Shaw, seconded by Commissioner Wire, to enter into executive session pursuant to SDCL 1-25-2(3) at 6:30pm. Motion carried unanimously

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl, to come out of executive session at 6:54pm.

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

The Board of Commissioners adjourned at 6:55pm.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

**CITY OF MADISON
APPLICATION FOR PERMIT TO OCCUPY RIGHT-OF-WAY**

STREET 100 SW 1st St (N side of Office bar and Grill) APPROXIMATELY MILES/FEET (N;S;E;W)

FROM The bump out will begin on the west side of the yellow painted parking zone and extend 22 feet to the West to the edge of the 2nd parking spot.

(Well Defined Point)

Description of Occupancy: Temporary platform that will be 12ft by 22ft. There will be railings surrounding the platform with light caps on each one. There will be reflective tape on the corners. The platform will be in place May through October. Storage, assembly and disassembly will be the responsibility of The Office Bar and Grill. There are 3 security cameras in place to view the structure and the road.

Purpose of Occupancy: Provide outdoor seating for 3-5 tables with approximate seating for 10-18 people.

Duration of Occupancy: PERMANENT TEMPORARY

If temporary, give the estimated date of removal or completion: The platform will be removed by November 1.

I, the undersigned, request permission to occupy public right-of-way at the above location and as shown on the attached layout sheet. In consideration for this permission, I agree to abide by all conditions as herein stated.

1. To furnish all materials, labor, incidentals and pay all costs involved with this occupancy including restoration of any damage to the roadway and right-of-way to equal or better conditions than existed prior to the occupancy covered by this permit.
2. To provide protection to highway traffic during occupancy by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual of Uniform Traffic Control Devices".
3. To indemnify, hold, and save harmless the City of Madison, its Officers and Employees from any and all suits, actions, or claims of any kind or nature brought because of any injuries or damages received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this application.

Signature: *Carson Stempel* Date 5/04/2020 4-29-22
Address: 201 S Egan Ave Telephone: 605-480-3070
Representing: Par Four Tavern LLC "DBA" The Office Bar and Grill

(Name of Individual, Company, Organization, etc.)

****To Be Completed by the City of Madison****

1. Prior to commencing occupancy and at completion of occupancy the applicant shall notify _____ at _____
Telephone _____
2. Special Conditions: _____
3. Failure to accomplish the occupancy with the provisions of this permit will automatically render this permit null and void and where applicable, constitute grounds for its removal and/or full restoration of the occupancy.

This permit to occupy right-of-way is granted to all conditions as herein stated on this _____ day of _____, 20____.

Mayor



TO: Mayor/Commissioners
FROM: Justin Meyer
DATE: 04/29/22
RE: Declare as Surplus Property

2 X26P Tasers

\$ _____
(includes any applicable sales tax)

We, the undersigned, duly appointed by the Board of Commissioners of the City of Madison, South Dakota, hereby establish the above appraisal values for each of the surplus items.

Justin Meyer

Aaron Talich

Tim Walburg

RESOLUTION NO. 2022-22

A RESOLUTION TO APPOINT AN APPLICANT AGENT FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP) AND PRE-DISASTER MITIGATION PROGRAM

WHEREAS, the City of Madison is submitting a Pre-Disaster Mitigation Grant project to the Federal Emergency Management Agency (FEMA) and the State of South Dakota; and (PDM)

WHEREAS, the City of Madison is required to appoint an Applicant Agent for the purpose of signing documents and assuring the completion of all application documents;

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

That Ryan Hegg, Director of Engineering and Community Development is appointed as the authorized Applicant Agent.

Dated this ____ day of May, 2022.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

RESOLUTION NO. 2022-21

A RESOLUTION TO ADOPT THE POWERS AND DUTIES OF THE MAYOR AND COMMISSIONERS

WHEREAS, that pursuant to the provisions of SDCL 9-9-20 to 9-9-24, which govern the powers and duties of a board consisting of five members, the Mayor and the Commissioners shall have the following powers and duties detailed below; and

WHEREAS, these powers and duties must be adopted at the first meeting of the board in the month following the election each year;

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

That the mayor, Roy Lindsay, may exercise all the powers and perform all the duties provided by the laws of this state or the ordinances of the municipality not in conflict with the laws of the state. The mayor is the chief executive officer of the municipality, presides at all meetings of the board and has general supervision over all departments and officers. In the absence or inability of a commissioner, the mayor shall temporarily take charge of the department of that commissioner. The mayor shall enforce all the laws of the municipality and require that the conditions of the grant of any franchise or privilege are faithfully complied with and performed. The mayor shall grant all licenses or permits, except as are required by ordinance to be granted by the board or by some other department or officer. The mayor shall supervise each public building of the municipality and each city park except in any municipality that has a park board and the lighting of the streets, alleys and public buildings of the municipality. The mayor shall annually and from time to time give the board information relative to the affairs of the municipality and shall recommend for the board's consideration any measure the mayor deems expedient. City Attorney, Community Development, Board of Health, City Engineer, East Dakota Transit, Vermillion Watershed, 911 Board, Community Center Budget & Personnel Committee, Lake County Water Quality Committee, Madison Community Foundation, First District Association and Madison Area Committee on Persons with Disabilities shall be under his charge. He shall also be an ex-officio member of the Water Advisory Committee and the Community Center Governing Board.

That the public safety commissioner, Kelly Dybdahl, shall supervise the police and fire departments and the departments' officers and employees. The commissioner of public safety is also in charge of animal control within the municipality, including animal impoundments and shelter. He shall serve as liaison to the Volunteer Fire Department, 911 Board and Local Emergency Planning Committee, Chamber of Commerce and the Library Board

That the commissioner of public works, Jeremiah Corbin, shall supervise the streets, alleys, public grounds and municipal improvements and all public property, except as otherwise specially provided. The commissioner shall maintain the property in a clean and sanitary condition and enforce all contracts, rules and regulations necessary. He shall also have under his charge solid waste, recycling, parks and Park & Recreation Board, and serve as an appointed member of the Planning Commission.

That the utilities commissioner, Jerae Wire, shall supervise the construction, maintenance and operation of the waterworks, sewerage and any other utility departments of the municipality. The commissioner of utilities shall enforce all regulations with respect to department and its revenue. He shall also serve on the Lake Area Improvement Corporation and he shall also be an ex-officio member of the Water Advisory Committee and the Electric Advisory Committee.

That the commissioner of finance and revenue, Adam Shaw, shall enforce all laws for the assessment and collection of taxes of every kind and collection of all revenues belonging to the municipality from whatever source derived. The finance and revenue commissioner shall examine into and keep the board informed on the finances of the municipality and its assets and property. He shall also oversee Human Resource Department, Sidewalk Committee, airport and Airport Board and Business Improvement District Committee.

Dated this __day of May, 2022.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer



City of Madison Internal Memorandum

To: Mayor and City Commission
From: Jameson Berreth, City Administrator
Subject: 2022 admission rates for Madison Aquatic Center
Date: April 29, 2022

This memo is to discuss and recommend 2022 admission rates for the Madison Aquatic Center (MAC). The MAC will soon be open for the 2022 season with an anticipated opening of Saturday, May 28th (Memorial Day weekend). City employees are currently working on the cleaning and start-up of the facility as well as hiring employees.

The MAC was last open to the public the summer of 2019. The facility was closed in 2020 due to the COVID-19 pandemic and in 2021 due to electrical repairs necessary for safety reasons. The rates in 2019 were as follows.

2019 Admission	Cost
Individual Season Pass	\$60
Family Season Pass	\$99
Day Pass over age 1	\$4
Day Pass under age 1	\$1

Costs of labor and materials have increased over the past three years leading to an examination of admission rates. Staff recommend implementing the following rates for the 2022 season.

2022 Admission	Cost
Individual Season Pass	\$75
Family Season Pass	\$125
Day Pass over age 1	\$5
Day Pass under age 1	Free

Additionally, members of the Community Center in the past received discounts on the MAC season passes. This is the result from hours and operation of the indoor Community Center aquatic facility being impacted by MAC staffing and operations. Staff recommend offering a discount to CC members of \$60 for an individual season pass and \$100 for a family season pass.



Beaver Creek ARCHAEOLOGY

1632 Capitol Way, Bismarck, ND 58501
Phone: (701)663-5521
Fax: (701)663-5589
e-mail: ghanley@bcarch.org

4/8/2022

Ryan Hegg
City of Madison
116 W Center Street
Madison, South Dakota 57042

Ryan:

We propose to perform a Mitigation of the Historic Memorial Creek Walls for your Madison Park Creek project in Madison, South Dakota, as specified in your request. **The price is estimated to be as follows: \$8,750.00.** This price includes file search, fieldwork (including hotel, mileage, and per diem), photography, archival research, mapping, graphic renderings, site form updates, and report write-up with submission.

We follow the procedures outlined by federal laws and regulations found in the National Historic Preservation Act of 1966, Archaeological and Historical Preservation Act of 1974, National Environmental Policy Act of 1969, 36 CFR 800 - - Protection of Historic and Cultural Properties, and 43 CFR Part 7 - - Protection of Archaeological Resources: Uniform Regulations.

Thank you for considering us, and we look forward to hearing from you. If you have any questions, then please feel free to contact me.

Sincerely,

Raina G. Hanley
Chief Operating Officer
Beaver Creek Archaeology, Inc.

Acceptance of quote: _____

Date: _____



**GEOTEK ENGINEERING
& TESTING SERVICES, INC.**
909 East 50th Street North
Sioux Falls, South Dakota 57104
Phone 605-335-5512 Fax 605-335-0773

April 12, 2022

City of Madison
116 W Center Street
Madison, SD 57042

Attn: To Who It May Concern

Subj: Cost Proposal
Geotechnical Exploration
Proposed Madison Park Creek Wall Improvements
Varies Locations
Madison, South Dakota

Introduction

This correspondence is pursuant to your recent request for a cost proposal to perform a geotechnical exploration program for the referenced project. This proposal is intended to outline our understanding of the project, proposed work scope, cost information and schedule.

Project Information

We understand the improvements will include 3 sites along Madison Park Creek. The sites include the following: Area North of 7th St. SW (Site #1), Memorial Park (Site #2) and Egan Ave. to Harth Ave. (Site #3). We understand that the improvements will include channel reconstruction, regrading, structural wall replacement and scour protection with riprap and sheet piling.

Work Scope

Eight (8) test borings were requested for the project. A tabular listing of the number and depth of the planned test borings is shown below.

Location	Number & Depth of Test Borings	Number of Stream Bed Samples
Site #1	2 to 41 feet	3
Site #2	2 to 41 feet	3
Site #3	4 to 41 feet	3

Standard penetration sampling (ASTM:D1586) will be conducted at the test boring locations. The sampling procedure will be conducted at vertical intervals of 2 ½ feet in the upper 15 feet and at vertical intervals of 5 feet below a depth of 15 feet. Where soft cohesive soils (silt and

clay) are encountered, supplemental 3-inch Shelby tube samples (ASTM:D1587) may be taken. The subsurface conditions encountered at the test boring locations will be illustrated by means of individual logs for each test boring. Measurements for groundwater levels will be made at the test boring locations both at the time they are completed and at least 24 hours after completion (select borings only).

The retrieved samples will be returned to the laboratory for review and analysis. The soils will be classified in accordance with the Unified Soils Classification System (ASTM:D2487). A laboratory-testing program will be conducted on select samples to characterize the index and strength properties of the soils. The index tests will consist of Atterberg limits, moisture content, dry density and standard Proctor. The strength tests will consist of unconfined compressive strength. We will perform the tests in accordance with the appropriate ASTM procedures.

Nine (9) creek bed samples will be collected for grain size analysis including hydrometer analysis. The creek bed samples will be collected of the upper 6 inches of the creek bed or just adjacent to the water's edge.

A written report will be prepared by a licensed professional engineer. The report will contain the results of the field and laboratory tests as well as our geotechnical engineering opinions and recommendations regarding the following:

- Grading;
- Gravity retaining wall foundation;
- Sheet piling;
- Lateral pressures;
- Potential corrective measures;
- Grain size analysis results;
- Special geotechnical conditions that may impact the constructability and final performance of the project;
- Quality control observation and testing.

The scope of our work specifically excludes slope stability analysis.

Fees

The fees for our services will be charged on a time and materials basis. For the scope of work discussed, we estimate the cost of our services to not exceed \$15,600. Should the total test boring footage vary from our estimate (328 feet), it will be charged or credited at a unit rate of \$16/foot. Stream bed samples will be charged or credited at a unit rate of \$500/sample. If the hydrometer analysis is not necessary, a cost savings of \$175/sample will be realized.

Conditions

We assume that access to the sites with a truck-mounted drill rig and auxiliary pickup will be possible. A "General Conditions" section is attached and is considered part of our proposal. GeoTek will be responsible for contacting public underground utilities through the One Call system. The property owner is responsible for locating and marking private underground utilities.

Schedule

Weather permitting; we will be able to begin the fieldwork within 15 to 20 working days after receiving authorization to proceed. We anticipate that the field work will be conducted over a period of 2 to 3 days. A written report will be submitted about 2 weeks after completion of the field work and laboratory work.

Acceptance

GeoTek Engineering and Testing Services, Inc. appreciates the opportunity of being considered for this work and looks forward to providing our services on this project. If our proposal is accepted, please indicate your acceptance by signing and dating in the indicated area and returning 1 copy.

Remarks

We thank you for the opportunity of considering our firm for this work. If you have any questions or need additional information, please contact our office at (605) 335-5512.

GeoTek Engineering & Testing Services, Inc.

Daniel R Hanson

Daniel R Hanson, PE
Project Engineer

Acceptance

Client: _____
Authorized Signature: _____
Title: _____
Printed Name: _____
Date: _____

CC: Banner Associates; Attn: Weston Blasius

GENERAL CONDITIONS

SECTION 1: PROJECT INFORMATION

1.1 The Client will make available to GeoTek all known information regarding existing and proposed conditions, requirements, and all other information that may affect the cost, progress, safety, and performance of the work. If new information becomes available during GeoTek's work, Client will provide such information to GeoTek in a timely manner.

SECTION 2: SITE ACCESS AND PERMITS

2.1 The Client will furnish GeoTek safe and legal site access. Any special permits are the responsibility of the Client.

2.2 It is understood by the Client that in the normal course of work, some damage to the site and materials may occur. GeoTek will take reasonable precautions to minimize such damage.

SECTION 3: SAFETY

3.1 The Client shall inform GeoTek of any known or suspected hazardous materials or unsafe conditions at the work site.

3.2 GeoTek shall only be responsible for the safety of GeoTek employees at the work site.

SECTION 4: SAMPLES

4.1 GeoTek will retain nonhazardous samples for a maximum period of 30 (thirty) days of the date of the report. Upon written request, samples can be shipped or stored at the Client's expense.

SECTION 5: RECORDS

5.1 Documents prepared by GeoTek are considered instruments of services that will remain the property of GeoTek. GeoTek will retain these records for a period of five years, during which time the documents will be available to the Client during normal business hours.

SECTION 6: RESPONSIBILITIES

6.1 The work performed by GeoTek will not relieve other parties of their responsibilities to perform work in accordance with the contract documents or specifications.

6.2 GeoTek is not responsible for the interpretations or modifications of GeoTek's recommendations by other parties.

SECTION 7: STANDARD OF CARE

7.1 GeoTek will perform services consistent with the level of care and skill normally performed by other firms in the same profession at the time of our service, geographic area and under similar budgetary constraints. No other warranty, expressed or implied is made.

SECTION 8: LIMITATION OF LIABILITY AND INDEMNITY

8.1 GeoTek will indemnify and hold harmless and defend the Client against any claim, loss, judgement, liability or expense for damage to any property or for the death or injury to any person caused by or arising from the negligent acts or omissions or willful misconduct of GeoTek, its agents and employees pursuant to the performance of this Agreement

8.2 The Client will indemnify and hold harmless and defend GeoTek against any claim, loss, judgment, liability or expense for damage to any property or for the death or injury to any person caused by or arising from the negligent acts or omissions or willful misconduct of the Client, its agents and employees pursuant to the performance of this Agreement.

SECTION 9: INSURANCE

9.1 GeoTek will carry Worker's Compensation and Property Damage insurance. GeoTek will furnish Certificates of Insurance to the Client upon request.

SECTION 10: DELAYS

10.1 If GeoTek is delayed in performance due to any cause beyond its reasonable control, such as strike, fire, act of God, government action, acts of a third party, or the Client, a reasonable time extension for performance of the work shall be granted and GeoTek shall receive an equitable fee adjustment.

SECTION 11: ASSIGNMENTS

11.1 Neither party may assign duties or interest in this agreement without the written consent of the other party. Amendments to this agreement may be amended only by written amendments signed by both the Client and GeoTek.

SECTION 12: PAYMENT

12.1 GeoTek will submit invoices on a monthly basis and a final invoice upon completion of services. Payment is due upon receipt of the invoice and is past due 30 days after invoice date.

12.2 The Client is responsible for informing GeoTek of any disagreements or corrections within 15 days of the invoice date. Unless so informed, the invoices are deemed correct.

12.3 The amount of any excise tax or local, state or federal sales tax that may be imposed is not included in the rates for the services provided. The applicable taxes will be added to the actual billings for services.

12.4 Past due invoices are subject to interest charges of up to 1.5% per month.

12.5 The Client will pay all reasonable litigation expenses or collection expense incurred, including attorney fees that GeoTek incurs in collecting any delinquent amount the Client owes under this agreement.

SECTION 13: TERMINATION

13.1 This agreement may be terminated by either party for justifiable reasons after seven days written notice.

13.2 The Client agrees to pay GeoTek for all work performed, including reporting costs to complete the file.

SECTION 14: JURISDICTION

14.1 This agreement shall be construed in accordance with laws of the State in which the project is located.

SECTION 15: SEVERABILITY

15.1 If a provision of this agreement is held to violate a law or regulation, that provision shall be deemed void, but all remaining provisions shall continue in force. The Client and GeoTek will, in good faith, attempt to replace the invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the original intent of the provision.

SECTION 16: ENTIRE AGREEMENT

16.1 This contract represents the entire agreement between the parties, and supersedes all prior representations or agreements.

Date of Issuance: 4/29/2022

Effective Date:

Owner: City of Madison

Owner's Contract No.:

Contractor: Caldwell Tanks, Inc..

Contractor's Project No.:

Engineer: Banner Associates, Inc.

Engineer's Project No.: 22831.00

Project: Madison Water System Improvements – Water Tower Contract Name:

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

Description:

Contractor provided pricing for two (2) additional logos as per the attached letter and renderings. Tower shall include two (2) Madison "boat" logos, one (1) Madison Bulldog logo, and one (1) DSU logo. Change order includes all material, labor, taxes, and other appurtenances.

Attachments: Caldwell Letter dated April 5, 2022

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 2,667,700.00	Original Contract Times: Substantial Completion: <u>October 31, 2022</u> Ready for Final Payment: <u>December 31, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ 0	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ 2,667,700.00	Contract Times prior to this Change Order: Substantial Completion: <u>Same as above</u> Ready for Final Payment: <u>Same as above</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 26,260.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>3 days</u> Ready for Final Payment: <u>0 days</u> days or dates
Contract Price incorporating this Change Order: \$ 2,693,960.00	Contract Times with all approved Change Orders: Substantial Completion: <u>November 3, 2022</u> Ready for Final Payment: <u>December 31, 2022</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Kristen Bishop</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Mayor</u>	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



April 5, 2022

Banner & Associates, Inc.
409 22nd Avenue South
Brookings, SD 57006-0298
Attention: Ms. Kristen Bisgard, P.E.

RE: City of Madison SD
2020 Madison Water System Improvements – Water Tower
750,000 Gallon Composite Elevated Water Storage Tank
C.T.I. #E-9018

Re: Proposed Change Order #01 – Tank Logo Revisions

Dear Kristen,

Caldwell Tanks requests that Banner & Associates (Banner) and the City of Madison review our request for a contract cost addition, and contract time extension for the modifications to the tank logos, in response to RFP #1.

For reference, the water tank contract price included two Madison/sailboat logos at 38 feet wide x 5'-6" tall.



The cost increase for the two new “Madison” logos, which are larger than the contract bid logos (each 7 ft wider & 4'-6” taller), and the two additional logos (Bulldog and Dakota State University “D”) is **\$26,260.00.**

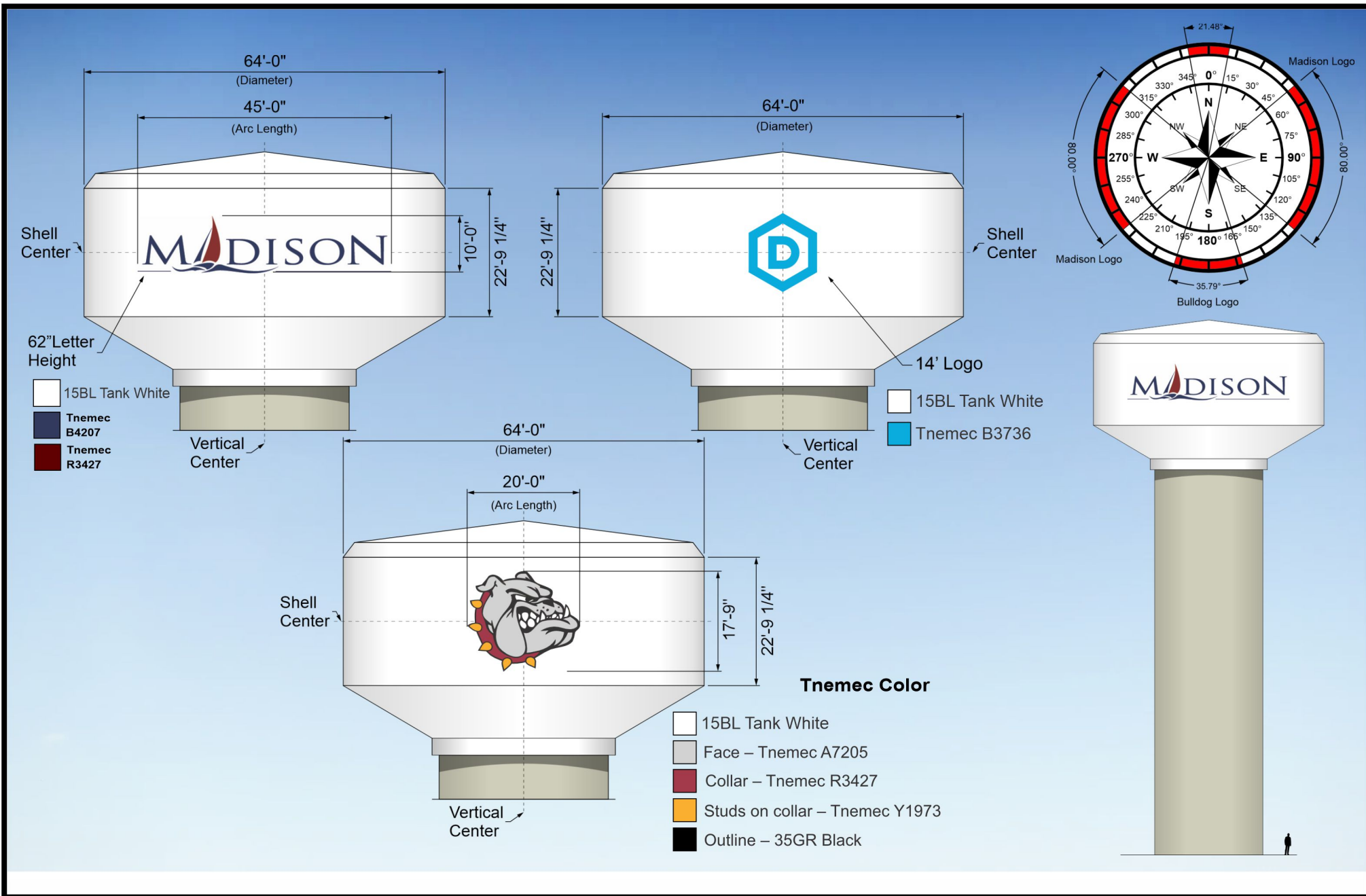
This includes Caldwell Tanks 5% contract fee on Viking Industrial Painting’s cost for this work. This also includes \$250.00 for the logo designer for additional work on the bulldog logo.

Again, thank you for your consideration of the above. Please let me know if you have any questions, or if I can be of other assistance.

Respectfully,

Maria Yuhas
Project Manager
Caldwell Tanks, Inc.
myuhas@caldwelltank.com
TEL 515-468-1654

Attachment: Logo Rendering



Danny McKinney / Owner
1375 N. Beglis Pkwy
Sulphur, LA 70663
(337) 625-4179
(337) 794-1564
dannymc@lakeareassignco.com

Client: Caldwell Tank
Design: 9018Madison, SD (Draft 3)
Designer: Danny McKinney
3/30/22

Date: _____

Signature: _____

☐ Approved ☐ Resubmit

Notice:
Colors shown are close approximations.
Printer and media variations may distort
colors from actual paint colors slightly.
Renderings are approximate and are
provided for a visual aid.
Field verify tank shell height before
installing patterns.

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT – AMENDMENT NO. 2

April 15, 2022

Project: 9th St NW / Union Ave N Utility and Street Reconstruction
HE Project No. 9922-0003

Client: City of Madison
116 W Center St.
Madison, SD 57042
Attn: Ryan Hegg

**Location
of Project:** City of Madison, Lake County, South Dakota

**Description
of Work:** This contract amendment is to provide additional services for out-of-scope work for the project noted above. The documents will be completed and provided to the City of Madison.

Fee: The total lump-sum fee for the above-described tasks is \$7,000 per Attachment 1.

Conditions: Services will be invoiced after bids are tabulated. Due and payable upon receipt.

Houston Engineering, Inc. hereby proposes, and the Client hereby authorizes, the above-described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth herein and in the Agreement between the parties dated April 12, 2021, except the compensation method shall be lump-sum.

Authorization:

Proposal: Houston Engineering, Inc.

Client: City of Madison

Signature: _____

Signature: 

Title: _____

Title: Director of Operations

Date: _____

Date: 4/20/2022

ATTACHMENT 1

1.0 Accommodate DWSRF Funding

Revise the Contract Documents to meet funding guidelines.

Bidding phase services.

General assistance related to the funding.

Est. Cost: \$15,000.00

Discount: \$ 8,000.00

Total Amendment Amount: \$7,000.00 Lump-Sum