



BOARD OF COMMISSIONERS AGENDA
January 17, 2023
5:30 PM – 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/87503243491>

PLEDGE OF ALLEGIANCE

Meeting ID: 875 0324 3491
You can also dial in using your phone.
+1 312 626 6799

ROLL CALL

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes – January 5, 2023
- 2) Bills for Approval – January 18, 2023
- 3) Bills for Ratification – January 11, 2023
- 4) Payroll Bills for Ratification – January 6, 2023
- 5) Personnel
- 6) Approve 2023 Employee Salaries/Wages
- 7) Appointments to Community Center Advisory Committee – Eric Anderson to fill 1-year vacancy and Jennifer Hasleton to fill 2-year vacancy
- 8) Appointment to Planning Commission as alternate member – Jacob DeBoer
- 9) Approve Proposal for Services (Amended) with designArc Group for Water Building

UNFINISHED BUSINESS

- 1) Brooke Rollag, Lake Area Improvement Corporation – Discussion and possible action regarding location of daycare facility

NEW BUSINESS

- 1) Approve RD Phase 1A Change Order #6 with J & J Earthworks
- 2) Approve RD Phase 1B Change Order #2 with J & J Earthworks
- 3) Approve RD Phase 2A Change Order #6 with Halme Inc.
- 4) Approve NW 9th Street/Union Ave Reconstruction Change Order #4 with Winter Contracting
- 5) Discussion regarding location of Restricted Use Site
- 6) Authorize Mayor to sign State Financial Assistance Agreement – Airport Project No. 3-46-0029-23-2002 (ARPA)
- 7) Approve MMU Building Generator Control and Monitor proposal

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Notice of Vacancy – Commissioners (2 openings)
- 2) Next Regular Commission Meeting – Monday, February 6, 2023 at 5:30 pm

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

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 5, 2023
Regular

The Board of Commissioners of the City of Madison met in regular session at 4:30pm on the 5th day of January with the following members present on roll call: Mayor Roy Lindsay and Commissioners Jeremiah Corbin, Jerae Wire, and Kelly Dybdahl. Adam Shaw attended via Zoom.

The Pledge of Allegiance was recited.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to adopt the January 5th agenda. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire, to approve the following items on the consent calendar: Minutes – December 19, 2022, Bills for Approval – January 4, 2023, Bills for Ratification – December 28, 2022, Payroll Bills for Ratification – December 23, 2022, Personnel, Designate Depositories for Municipal Funds for 2023 - Wells Fargo Bank, First Bank & Trust, Great Western Bank, 1st Premier Bank, US Bank, Designate Legal Newspaper for 2023 - Madison Daily Leader, Award Bid No. 916 – Surplus Transformers 8580 KVA – T&R Electric

Bills for Approval – January 4, 2023

AMERICAN ENGINEERING, *22Testing, \$1,039.40, APPEARA, Janitorial Supplies, \$72.98, AT & T MOBILITY, *22 - Service for Phone & Tablets, \$2,016.36, AXON ENTERPRISES INC, *22 - Taser Cartridges, \$798.75, BANNER ASSOCIATES INC, *22-Madison Water System Improvements, \$115,965.50, BLUEPEAK, Phone & Internet, \$3,384.90, CARQUEST OF MADISON, *22 Fuel/Water Separator, \$313.05, CITY OF MADISON, TXFR between WF accounts, \$5,000.00, CLASSIC CONVENIENCE INC, *22 Fuel, \$24.03, CORE & MAIN GP LLC, *22 Repair Sleeve, \$506.18, CRAIGS WELDING SERVICE, *22 Wire Holders, \$20.00, DAHL/KESTER, *22 - Part-time Animal Control, \$400.00, DAKOTA STATE UNIVERSITY, *22-Community Center Roof Repair, \$339,025.10, DAKOTALAND AUTOGLASS, *22 Windshield, \$181.03, DEVANEY/TYLER, Meal Reimbursement - Call In, \$14.00, DGR ENGINEERING, 2022 Electric Distribution Conversion, \$31,169.80, ENVIRONMENTAL PRODUCTS &ACCESS, Manhole Hook Flat Tip, \$101.97, EQUIPMENT BLADES INC, *22 Cutting Edges, \$11,491.50, F & M COOP OIL CO, *22 Tire/Fuel, \$1,197.79, FIRST MADISON INSURANCE, Notary Bond - Ryan Rook, \$105.28, GRAHAM TIRE COMPANY, *22 Tires, \$7,177.04, GREAT AMERICA FINANCIAL SVCS, *22-HR Copier Lease - Acct# 025-1686092-000, \$284.76, HAWKINS INC, *22 Chemicals, \$4,700.22, JENCKS & JENCKS PC, January Services/Contract, \$5,500.00, JOHNSON BROTHERS EXCAVATION, *22 Sand, \$1,324.14, KIBBLE EQUIPMENT LLC OR JOHN DEERE FINANCIAL, *22 Tow Rope, \$870.00, KLJ ENGINEERING LLC, *22-MDS Taxi/Park/Access Road Design, \$14,000.00, LAKE COUNTY INTERNATIONAL INC, *22 Rubber Tracks, \$4,075.62, MARCO TECHNOLOGIES, *22-Lease Agreement #016-1571453-000, \$305.47, MICHAEL JOHNSON CONSTRUCTION, *22 Sand, \$1,849.50, O REILLY AUTOMOTIVE INC, *22 Filters, \$247.99, ONE STOP, *22 Fuel, \$54.60, OPEN ACCESS TECHNOLOGY INT'L, Finance Charge - Inv# 173087, \$49.61, RUNNINGS SUPPLY INC, *22 Battery, \$716.85, SD PUBLIC HEALTH LABORATORY, *22 Water Samples, \$73.00, SDML WORKERS COMPENSATION FUND, 2023 Renewal Billing, \$84,770.00, SPECIALIZED FLOOR COVERINGS, *22 - Flooring - Children's Room Public Library, \$3,347.38, STURDEVANTS MADISON INC, *22 Power Blast, \$651.54, SWEENEY CONTROLS CO, *22 Controls, \$1,025.00, USA BLUE BOOK, *22 Chemicals, \$109.30, WHEELCO BRAKE & SUPPLY INC, *22 Filter, Meltdown, Fuel Power, Anti-Gel, \$497.68, WINTER CONTRACTING INC, *22-NW 9th St/Union Ave Project 2022-2, \$192,415.33.

Bills for Ratification – December 28, 2022

ALPHA MEDIA USA LLC, Community Center Advertising, 420.00, APPEARA, Services - Treatment Plants, 249.72, AUTOMATIC BUILDING CONTROLS, Annual Monitor Contract (Fire Alarm System), 240.00, BLACKSTONE PUBLISHING, CD Books, 163.97, BLUEPEAK, Internet Fire Dept., 44.95, BUILDERS FIRSTSOURCE, Shed Door Frame, 215.30, CENTURY BUSINESS PRODUCTS INC, Kyocera Contract, 325.79, CLASSIC CONVENIENCE INC, Fuel, 772.26, COLES PETROLEUM PRODUCTS INC, 11/17/22 to 12/14/22 Fuel Report, 12,826.87, CREATIVE PRODUCT SOURCE INC, Tote Bags, 1,710.50, DAXKO LLC, November 22 Software Fee, 1,746.26, EBSCO INDUSTRIES INC, Magazine Subscriptions, 5,747.45, F & M COOP OIL CO, Tires - #12B, 2,426.02, FEDEX, FedEx Express Services, 19.01, FEISTNER/MATTHEW, Meal Reimbursement, 28.00, FOX PROMO LLC, Hoodies - Screen Print, 1,312.55, GALE

CENGAGE LEARNING, Books, 91.97, GARYS BAKERY, Baked Goods, 68.34, HANCO CORPORATION, Parts, 163.11, HAUFF MID AMERICA SPORTS INC, Batting Cage, 4,600.00, HAWKINS INC, Chemicals, 1,748.01, HEIMAN INC, VersaPro Coat and Pants, 4,592.50, HILLYARD INC, Vacuum and Bags, Paper Towels, TP, Air Freshener, 1,315.96, HUNTER PUBLISHING INC, December 1 Publication, 18.11, HYDRO TECH SERVICE, Clarifier Ladder, 7,752.00, INGRAM CO, Books, 123.69, J H LARSON ELECTRICAL CO, Cree Street Lights, 16,926.00, KRUG PRODUCTS INC, Hose Assembly, 146.48, LAKE COUNTY INTERNATIONAL INC, Broom Bristles - #12B, 938.34, LAKE COUNTY TREASURER, 11/17/22 to 12/14/22 Fuel Report, 265.79, LEADER PRINTING, Business Cards - Ryan Hegg, 39.00, LEWIS DRUGS INC, Cat Food, Cleaning Supplies, 97.96, LOCATOR & SUPPLIES INC, Rainsuits, 480.46, LYLE SIGNS INC, Signs, 358.40, MADISON ACE HARDWARE, Anchor, Wire Rope Clip, Quick Link, 268.92, MADISON GROCERY STORE INC, ASP Groceries, 312.23, MICROMARKETING LLC, Book, 36.85, MIDWEST TURF & IRRIGATION, Parts, 1,771.54, NORTHWEST LINEMAN COLLEGE, Wiatt - LCP Module 4, 616.00, NORTHWESTERN ENERGY, Utilities - Recycling Center 2544652-7, 1,678.38, O REILLY AUTOMOTIVE INC, Filters, 408.37, OFFICE PEEPS INC, Paper Towels, 574.32

Payroll Bills for Ratification – December 23, 2022

ACCOUNTS MANAGEMENT INC, 265.18; HEALTH POOL OF SOUTH DAKOTA, 39,303.11; IRS-EFTPS, 42,734.84; OFFICE-CHILD SUPPORT ENFORCE, 1,570.30; SD RETIREMENT SYSTEM, 22,651.79; SD RETIREMENT SYSTEM, 3,115.00.

Personnel

Barger, Autumn 11.14 /hour; Keller, Tessia 11.14 /hour; Whitlock, Daniel 37.75 /hour.

Motion by Commissioner Corbin, seconded by Commissioner Wire to Approve Second Reading - Ordinance No. 1655 - Amend Appropriation Ordinance No. 1640 for Fiscal Year 2022. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to table Resolution 2023-01 Provide for the Creation of Tax Increment District Number Four. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to table Tax Increment District Number Four Project Plan. Motion carried.

Brooke Rollag of LAIC proposed looking into the process for relocating/exchanging the park on the NE corner of Center & Highland to repurpose for a day care facility. No action was taken.

Motion by Commissioner Corbin, seconded by Commissioner Wire to Approve Madison Municipal Airport Selection Committee's Recommendation for Engineering and Aviation Planning Services. Motion carried.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to Establish 2023 Election Date and Invite Madison Central School District to Participate in Joint Election - April 11th, 2023. Motion carried.

City Administrator Berreth announced there are two Community Center Board openings for 2023. Next Regular Meeting will be Tuesday, January 17, 2023.

Motion by Commissioner Corbin, seconded by Commissioner Wire, to Adjourn at 5:16 pm.

/s/Sonya Wilt

Finance Officer

Published once at the approximate cost of \$__.



Madison, SD

Vendor Publication Report

Payment Date Range: 01/05/2023 - 01/10/2023

Vendor Name	Vendor Number	Total Payments
ACCOUNTS MANAGEMENT INC	005983	265.18
AFLAC	000003	3,351.96
DELTA DENTAL	003716	6,139.04
HEALTH POOL OF SOUTH DAKOTA	000505	39,338.79
IRS-EFTPS	005583	64,174.85
LOCAL UNION #426, IBEW	000843	463.00
OFFICE-CHILD SUPPORT ENFORCE	005096	1,666.63
SD RETIREMENT SYSTEM	000136	24,792.71
SD RETIREMENT SYSTEM	005898	6,935.64
TEAMSTERS LOCAL NO 120	000850	731.00
Grand Total:	147,858.80	

CITY OF MADISON
PERSONNEL
January 2023

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Larson, Fred Curt	1/1/2023		PT<20		Per department bylaws	Volunteer Firefighter - Retiree
Hively, Jay	1/1/2023		PT<20		Per department bylaws	Volunteer Firefighter - Retiree
Reinicke, Fred Curt	1/1/2023		PT<20		Per department bylaws	Volunteer Firefighter - Retiree
Olson, Wyatt	1/1/2023	PT<20	PT<20	13.72	14.24	Water Safety Instructor
Lunde, Houston	1/4/2023		PT<20		10.81	Recreation Assistant
Zastera, Jackson	1/6/2023		PT<20		10.81	Recreation Assistant
Corrigan, Briley	1/9/2023		PT<20		10.81	Recreation Assistant

2023 Employee Salaries/Wages

ABRAHAM, HEATH	31.74		GUM, PAUL	28.21	
ALLEN, AINSLEY	10.81	11.56	HALE, CASSIDI	10.81	11.56
ANDERSON, JUSTIN	26.31		HASLETON, GRANT	13.72	14.24
ANDERSON, RYLEE	12.66		HASLETON, JARED	14.94	
ARGO, MELANIE	25.67		HASLETON, JENNIFER	23.14	
BAME, JAMES	14.24	13.72	HASLETON, NATHAN	10.81	12.66
BARGER, AUTUMN	11.14		HAWKES, AARON	10.81	13.19
BARKMEIER, LUCAS	12.66		HAWKES, JOY	19.84	
BARRY, CORY	27.62		HEGDAHL, BURNELL	15.37	
BARTSCHER, JOSIE	11.14		HEGDAHL, LINDA	15.37	
BEANER, HEATHER	26.70		HEGG, MELISSA	28.33	
BERGERSEN, CARSTEN	12.01	10.92	HEGG, RYAN	102,024.00	
BERRETH, JAMESON	128,564.80		HILL, LUKE	26.04	
BLACK, ALYSON	52,083.20		HIVELY, WIATT	26.67	
BOECKER, SAMUEL	23.94		HUTSON, AMARI	10.92	
BROWN, ROY	45.81		IVERSON, JAMES	25.00	
BRYANT, KENNEDY	12.66		JOHNSON, MICHAEL	25.00	
CARLSON, NICHOLAS	11.14		JORDAHL, MEGAN	12.01	
CHRISTENSEN, ERIC	23.48		JUNG, DUSTIN	23.94	
CHRISTIENSEN, STEVEN	29.63		KELLER, ELLIE	10.81	11.56
CLEMENTS, ERICA	12.01		KELLER, PATRICIA	12.01	
COENEN, JASON	26.82		KELLER, TESSIA	11.14	
CORBIN, JEREMIAH	9,290.03		KELLY, DESHAWN	10.81	
CORRIGAN, BRILEY	10.81		KERTKAERT, ZACHARY	10.81	
DAHL, KESTER	32.88		KLOSTERMAN, RUSSELL	35.20	
DENNE, OAKLEY	45.14		KNIPFER, RYAN	10.92	
DEVANEY, TYLER	24.30		KRUSEMARK, KADEN	12.01	13.72 14.24
DONELAN, FIONA	12.66		LARSON, WILLIAM	15.22	
DOSSETT, JULIA	12.66		LEE, DANIELA	13.72	
DYBDAHL, KELLY	9,290.03		LEIGHTON, JESSICA	11.14	
EBDRUP, ROXANNE	29.77		LENTSCH, LANDON	24.67	
ECKERT, HANNAH	11.14		LIMMER, JAYSON	104,520.00	
ENGEBRETSON, MARGARET	12.66		LINDSAY, ROY	19,818.72	
FARRELL, JERRY	15.22		LONDON, GRANT	12.66	
FAWBUSH, DONNA	25.00		LUECK, KILEEY	22.36	
FEISTNER, MATTHEW	31.58		LUNA, DAMIEN	10.81	
FLANAGAN, STEVEN	28.04		LUND, APRIL	46,508.80	
FOLAND, CARLEIGH	12.01		LUND, BRANDON	12.01	
FRISBY GRIFFIN, CONNIE	10.81	12.01	LUND, DEREK	48,588.80	
GACKE, NANCY	12.01		LUND, TERRI	12.01	
GANT, BENJAMIN	31.27		LUNDE, HOUSTON	10.81	
GOLDADE, KIRA	10.81		MACKABEN, CORBIN	12.66	
GONYO, GARY	86,611.20		MARTIN, JEREMY	22.45	
GORS, LUCY	10.81	11.56	MARTIN, LISA	75,441.60	
GRAVNING, MICHAEL	26.82		MARZOLF, MEGAN	12.01	
GROCE, JOHN	25.00		MATERESE, JAMES	28.21	
GROFT, PEYTON	10.92		MATHISON, KAREN	28.21	

2023 Employee Salaries/Wages

MATSON, EMILY	12.66		SIMPSON, ABIGAIL	10.81	
MAXWELL, ROBERT	25.00		SUTTEN, SKYLER	48.13	
MCGILLIVARY, SHAWN	27.65		TALICH, AARON	33.02	
MCGILLIVRAY, MICHAEL	70,740.80		TEN EYCK, HANNA	14.24	
MEYER, ADELIA	13.19		TEN EYCK, KARLIE	14.24	
MEYER, HANNAH	10.81		THIELBAR, COLE	21.36	13.72
MEYER, ISAAC	14.13		THOMPSON, LUIGI	10.81	13.72
MEYER, JUSTIN	98,508.80		TIEMAN, JAN	79,664.00	
MILLER, REAGEN	11.63		TOLLEY, JULIE	27.79	12.01
MINNAERT, RANDY	80,828.80		TORNOW, BARBARA	12.01	
MINNICK, BARBARA	63,440.00		VANDENHEMEL, CHAD	27.10	
MOHR, CHRISTOPHER	15.21		VERVER, SAMANTHA	13.04	
MOHR, JERRY	32.40		VICKMARK, AMY	10.92	
MOLISEE, ASHLEY	11.14		VOGEL, JACOB	10.81	10.81
MOTTL, FRANK	26.04		WEIST, SHERRY	14.24	
MURRAY, EMMA	11.14		WESTALL, MATTHEW	22.79	
NELSON, TERESA	66,310.40		WESTLEY, OLIVIA	32.68	
NEWBROUGH, CODY	15.00		WHEALY, MARK	12.01	
NIELSEN, SEAN	27.22		WHITLOCK, DANIEL	37.75	
NIGHBERT, RICHARD	82,056.00		WILLIAMS, CRAIG	25.66	
OFTEDAL, HAYDEN	13.72		WILLS, ELLIE	12.66	
OLSON, CARSYN	10.81		WILT, SONYA	98,508.80	
OLSON, ELIJAH	12.66		WINROW, KAYLEE	43,784.00	
OLSON, KRISTIN	83,283.20		WIRE, JERAE	9,290.03	
OLSON, ROGER	25.00		WOCKENFUSS, GENE	80,828.80	
OLSON, WYATT	13.72		WOLDT, MICHAEL	23.59	
OLVERSON, CHANNING	12.66		WOLFF, JENNIFER	25.00	
OTTOSON, CURT	22.45	14.24	WOLFF, LILY	10.81	
PATCH, CHAD	29.63		WOLLMANN, MATHEW	27.62	
PETERS, MITCHELL	13.72		ZARAGOZA ORTEGA, MARIA	12.01	11.56
PETERSON, YVONNE	10.81		ZASTERA, JACKSON	10.81	
RASMUSSEN, AUTUMN	12.01	14.24	ZAY, GARY	31.10	
REVERTS, SPENCER	14.13	11.56			
RHODE, ABIGAIL	12.66				
RICHARDSON, PATRICIA	21.48				
RIGGIN, MORRIS	14,400.00				
ROBERTSON, ROGER	26.17				
ROGERS, BRANDON	27.22				
ROOK, RYAN	31.10				
RYAN, TESSA	12.01				
SAD, AMY	54,974.40				
SCHINDERLING, KITTY	12.01				
SCHNEIDER, CHLOE	11.63				
SCHOEBERL, BENJAMIN	11.95				
SEVERS, GABRIEL	13.72				
SHAW, ADAM	9,290.03				
SHIPLEY, SAVANNAH	12.66				



January 13, 2023

City of Madison Electric Department - Madison, SD 57042
Attn: Roxi Ebdrup
E: roxie.ebdrup@cityofmadisonsd.com; P: 605-256-7521

RE: Water Building – City of Madison

Roxi,

I am pleased to provide you with a proposal for full architectural/engineering design services for the above referenced project.

Understanding of Project:

The scope of the work, as I understand it, is to provide complete construction bid documents (drawings and specifications) for the renovation of the existing building to house additional office space and vehicle storage.

The construction documents will be complete to a level that allows for submittal and approval by all required agencies and for competitive bidding and construction.

Proposed Fee:

The proposed fee for the project shall be in accordance to the following breakdown. It is understood (per request by the City) that construction administration services will be provided by the City.

Programming/Schematic Design (15%):	\$3,750
Design Development (15%):	\$3,750
Construction Documents (40%):	\$10,000
Bidding/Procurement (10%):	\$2,500
Construction Administration (20%):	\$5,000
Architectural Total:	\$20,000
 Mechanical Engineer:	 \$1,200
<u>Electrical Engineer:</u>	<u>\$1,600</u>
New Revised total with Engineers:	\$22,800

Notes:

The above fee includes:

1. Full architectural design, mechanical and electrical services.
2. Answering questions during the bidding phase and assistance with securing a contractor.
3. Bidding procurement. Standard AIA Contracts will be used for all agreements. designArc Group will draft all contracts however final approval will require review from the City attorney.
4. ~~Review of submittals/shop drawings during construction.~~
5. ~~Three site visits. Timing of the site visits (during design, construction document development, or during construction) will be determined by the City.~~

The above fee does not include:

6. Engineering services not included that are required will be secured under separate agreement once the full scope of the project is understood.
7. Reimbursable expenses of printing or distribution of construction documents. Should large format printing be necessary, this cost will be charged to the City at the cost of the local print shop.

Schedule:

It is understood that the development of the project shall begin immediately upon acceptance of this proposal.

Roxi, if this proposal looks acceptable, please sign below and we will get started with composing an AIA Document defining the agreement. Thanks again for contacting designArc Group and allowing us the opportunity to provide this proposal.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'L. Rowland', with a stylized flourish at the end.

Les Rowland; Licensed Architect
designArc Group, LLC

Client Proposal Acceptance

Signature

Date



Banner Associates, Inc.
2307 W 57th St, Ste 102
Sioux Falls, SD 57108
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

1/5/2023

J&J Earthworks, Inc.
Attn: Jamie Andrews
1002 S. Madison St.
Milbank, SD 57252

RE: Madison Water System Improvements Phase 1A and Phase 1B _ Contract Date Modification Change Orders and Winter Shutdown Agreements

Dear Mr. Andrews:

The City of Madison has reviewed the contract status for the projects referenced above.

Phase 1A:

The Phase 1A project has met substantial completion and a preliminary punch list of items to be completed was provided to J&J Earthworks on December 22, 2021. There was no work performed on the punch list items through the 2022 construction season and an updated punch list was provided to J&J Earthworks on November 11, 2022. This project has not met requirements of Final Completion. The City of Madison is proposing to change the Final Completion date on this project to June 15, 2023. Please review the attached Change Order No. 6, revising the contract Final Completion date from August 1, 2022 to June 15, 2023. If acceptable, please sign and return Change Order No. 6 for further processing.

Phase 1B:

The Phase 1B project has not met interim completion or substantial completion requirements. J&J Earthworks has completed all of the underground utilities on this project but has not completed the final surfacing work. A figure identifying the remaining surfacing work to be completed is attached to this letter. The incomplete surfacing work is highlighted in red. The City of Madison is proposing to change the Interim Completion date to October 1, 2022. Please review the attached Change Order No. 2, revising the contract Interim Completion date from October 1, 2021 to October 1, 2022. If acceptable, please sign and return Change Order No. 2 for further processing.

The contract substantial completion date for this project is October 1, 2022. The City Commission met on December 5, 2022 to discuss taking action to modify this date. At that time the total potential workings days accumulated was 43 days. The City Commission determined that they would take no action on modifying this date and continue a day count for assessment of liquidated damages.

It was determined that both contracts would require a winter shutdown agreement to pause working day counts and allow for J&J Earthworks to perform the remaining work during suitable weather conditions. The following are conditions of the winter shutdown agreement:

1. Work in Phase 1A may not begin until May 1, 2023 (this date can be reviewed upon request by the owner or contractor)
2. Working Day Count on Phase 1B will pause on December 5, 2022 and resume on May 1, 2023 or when J&J continues work in the 2023 construction season, whichever is earlier.



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Please provide a tentative construction schedule for completing the remaining work in Phase 1A and Phase 1B.

Sincerely,

A handwritten signature in blue ink, appearing to read "Weston J. Blasius".

Weston J. Blasius, PE
Banner Associates, Inc.

Cc:

Colin Paulson – J&J Earthworks (Email)
Ryan Hegg – City of Madison (Email)
Pat Carey – Banner Associates, Inc. (Email)
Cedric Hay – Banner Associates, Inc. (Email)
Spencer Gilk – Banner Associates, Inc. (Email)

Attachments:

Madison Water System Improvements Phase 1A – Change Order No. 6
Madison Water System Improvements Phase 1B – Change Order No. 2
Proposed Improvements Map: A-6 with Markups

Date of Issuance: 1/5/2023 Effective Date: 1/17/2023
Owner: City of Madison Owner's Contract No.:
Contractor: J & J Earth Works, Inc. Contractor's Project No.:
Engineer: Banner Associates, Inc. Engineer's Project No.: 22831.00
Project: Madison Water System Improvements Phase 1A Contract Name:

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

Description: Change Contract Final Completion Date

Attachments: Modified Contract Agreement "Exhibit A"

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 4,282,305.64	Original Contract Times: Phase 1-1 Interim Completion: <u>October 1, 2020</u> . Phase 1-2 Interim Completion: <u>November 1, 2020</u> . Phase 1-1 & 1-2 dormant seeding: <u>November 15, 2020</u> . Substantial Completion: <u>July 1, 2022</u> Ready for Final Payment: <u>August 1, 2022</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : \$ 8,876.00	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : Substantial Completion: <u>See Change Order No. 5</u> Ready for Final Payment: <u>See Change Order No. 5</u>
Contract Price prior to this Change Order: \$ 4,291,181.64	Contract Times prior to this Change Order: Substantial Completion: <u>Same as above</u> Ready for Final Payment: <u>Same as above</u>
[Increase] [Decrease] of this Change Order: \$N/A	[Increase] [Decrease] of this Change Order: Ready for Final Payment: <u>June 15, 2023</u>
Contract Price incorporating this Change Order: \$ 4,291,181.64	Contract Times with all approved Change Orders: Phase 1-1 Interim Completion: <u>October 8, 2020</u> . Phase 1-2 Interim Completion: <u>November 9, 2020</u> . Phase 1-1 & 1-2 dormant seeding: <u>December 10, 2020</u> . Substantial Completion: <u>July 1, 2022</u> Ready for Final Payment: <u>June 15, 2023</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Pat Conry, PE</u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Mayor</u>	Title: _____
Date: <u>1/5/2023</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates (Refer to Plan Sheet F-1 for phase locations)*

- A. Bidder agrees to complete all work in **Phase 1 – 1** by the Interim Completion date of October 1, 2020 which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Dormant seeding for this phase shall be completed by November 15, 2020. Bidder agrees to complete all work in **Phase 1 – 2** by the Interim Completion date of November 1, 2020 which is defined as completion of all utility installation, concrete work and temporary surfacing with the roadway open to traffic. Dormant seeding for this phase shall be completed by November 15, 2020.
- B. Bidder agrees to complete all work in **Phase 2 – 1** by the Interim Completion date of October 1, 2021 which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Dormant seeding for this phase shall be completed by November 15, 2021. Bidder agrees to complete all work in **Phase 2 – 2** by the Interim Completion date of November 1, 2021 which is defined as completion of all utility installation, concrete work and temporary surfacing with the roadway open to traffic. Dormant seeding for this phase shall be completed by November 15, 2021.

MODIFIED
THROUGH
CHANGE ORDER
NO. 6 TO:
JUNE 15, 2023

The Work will be substantially completed on or before July 1, 2022, which includes final surfacing on all portions of the work, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 1, 2022.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Interim Completions and Substantial Completion: Contractor shall pay Owner \$1,600 for each working day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraphs 4.02.A, 4.02.B and 4.02.C above for Interim Completion and Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$800 for each working day that expires after such time until the Work is completed and ready for final payment.

Date of Issuance: 1/3/2022 Effective Date: 1/17/2022
Owner: City of Madison Owner's Contract No.:
Contractor: J & J Earth Works, Inc. Contractor's Project No.:
Engineer: Banner Associates, Inc. Engineer's Project No.: 22831.00
Project: Madison Water System Improvements Phase 1B Contract Name:

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

Description:

Change the contract Interim Completion date of October 1, 2021 to October 1, 2022. The contract Substantial Completion date and contract Final Completion date will remain per the original contract.

Attachments: Agreement "Exhibit A" with modified Interim Completion date

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [Interim Completion Date Change]
Original Contract Price: \$ 4,854,199.55	Original Contract Times: Substantial Completion: <u>October 1, 2022</u> Ready for Final Payment: <u>November 15, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ 179,757.67	[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: \$ 5,033,957.22	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: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>See Exhibit A</u> Ready for Final Payment: <u>See Exhibit A</u> days or dates
Contract Price incorporating this Change Order: \$ 5,033,957.22	Contract Times with all approved Change Orders: Substantial Completion: <u>See Exhibit A</u> Ready for Final Payment: <u>See Exhibit A</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Pat Conroy, PE</u>	By: _____	By: _____
Engineer (If required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Prime Professional</u>	Title: <u>Mayor</u>	Title: _____
Date: <u>1/3/2022</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

B. BID SCHEDULE 2 – PHASE 2 BASE BID B

1. All Work will be substantially completed on or before **OCTOBER 1, 2021**, which is defined as completion of all utility installation, restoration and seeding. The project shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **NOVEMBER 15, 2021**.

C. BID SCHEDULE 3 – PHASE 1B

DATE MODIFIED BY
CHANGE ORDER NO. 2 TO:
OCTOBER 1, 2022

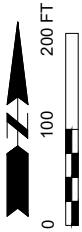
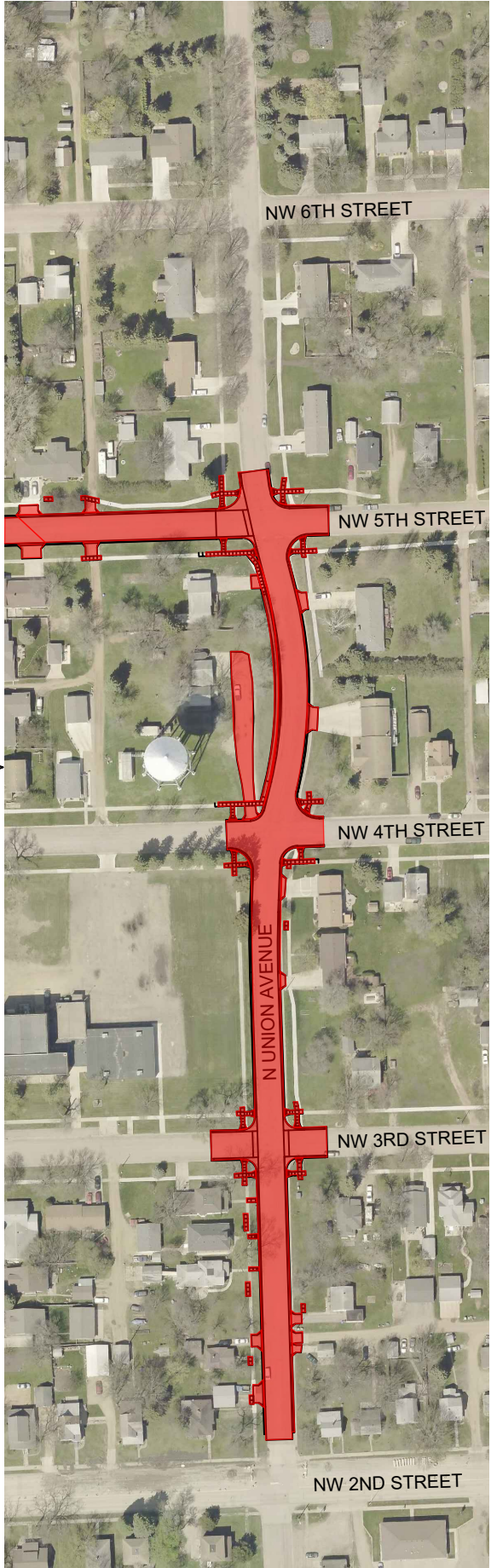
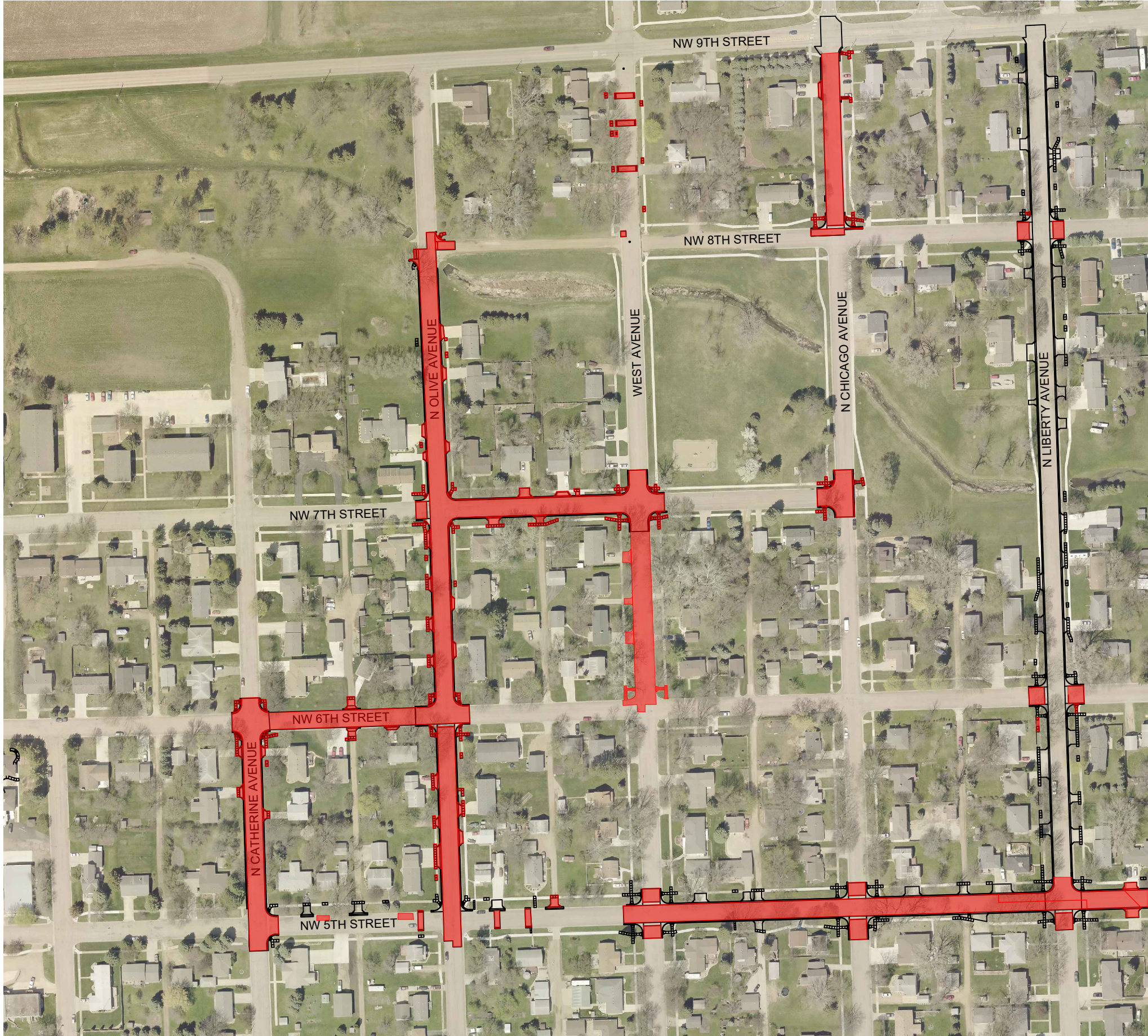
1. Contractor agrees to complete all work in **SEGMENT-W & ALTERNATE 2** by the Interim Completion date of **OCTOBER 1, 2021** which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Dormant seeding for this segment shall be completed by **NOVEMBER 15, 2021**.
2. All Work will be substantially completed on or before **OCTOBER 1, 2022**, which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. The project shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **NOVEMBER 15, 2022**.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. BID SCHEDULE 1 – PHASE 2 BASE BID A

- a. Interim Completions and Substantial Completion: Contractor shall pay Owner **\$1,700** for each working day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraphs 4.02.A, 4.02.B and 4.02.C above for Interim Completion and Substantial Completion until the Work is substantially complete.
- b. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$850** for each working day that expires after such time until the Work is completed and ready for final payment.
- c. Liquidated damages for failing to timely attain Interim Completion, Substantial Completion and final completion are not additive and will not be imposed concurrently.



PROJECT / SHEET TITLE:
MADISON WATER SYSTEM IMPROVEMENTS PHASE 1B
PROPOSED IMPROVEMENTS MAP

REV.

DATE

DESCRIPTION

MADISON, SOUTH DAKOTA

REGISTERED PROFESSIONAL ENGINEER
REG. NO.
12452
WESTON JAMES BLASIUS
SOUTH DAKOTA

JOB No.: 22831.00
DATE: NOVEMBER 2020
DESIGNED BY: WJB
CHECKED BY: NCE
DRAWN BY: CKM

SCALE REDUCTION BAR
0 1/2" 1"

SHEET No. :
A-6

BANNER

engineering a better community

www.bannerassociates.com - Toll Free: 1.855.323.6342



Banner Associates, Inc.
2307 W 57th St, Ste 102
Sioux Falls, SD 57108
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

1/10/2023

Halme, Inc.
Attn: Jeff Halme
45335 SD Hwy 28
Lake Norden, SD 57248

RE: Madison Water System Improvements Phase 2A _ Contract Date Modification Change Orders and Winter Shutdown Agreement

Dear Mr. Halme:

The City of Madison has reviewed the contract status for the project referenced above.

The Phase 2A project has met substantial completion and a punch list of items to be completed, prior to final acceptance, was provided to Halme Inc. on December 12, 2022.

This project included Interim Completion dates for work on NE 9th St from N Washington Ave to N Prairie Ave (Segment Y) and on NE 8th St from Egan Ave to Lee Ave (Segment Z).

The City of Madison is proposing to change the Interim and Substantial Completion dates for this project to the date when substantial completion was granted for each. The date changes would include changing the Interim Completion date for Segment Y to October 4, 2022, the Interim Completion date for Segment Z to October 25, 2022, and the Substantial Completion date for the project to December 8, 2022. Please review the attached Change Order No. 6, revising the contract dates. If acceptable, please sign and return Change Order No. 6 for further processing.

The contract Final Completion date for this project is November 15, 2022. The City Commission met on December 5, 2022 to discuss taking action to modify this date. The City Commission determined that they would take no action on modifying this date and days for consideration of liquidated damages will begin to accumulate once work can be resumed in the 2023 construction season.

It was determined that this contract would require a winter shutdown agreement to pause the working day count and allow for Halme, Inc. to perform the remaining work during suitable weather conditions. The following are conditions of the winter shutdown agreement:

1. Work in Phase 2A may not begin until May 1, 2023 (this date can be reviewed upon request by the owner or contractor)
2. Working Day Count on Phase 2A will pause on November 15, 2022 and resume on May 1, 2023 or when Halme Inc. continues work in the 2023 construction season, whichever is earlier.



Page 2

Please provide a tentative construction schedule for completing the remaining work in Phase 2A.

Sincerely,

A handwritten signature in blue ink, appearing to read "Weston J. Blasius", is written over a faint, light blue horizontal line.

Weston J. Blasius, PE
Banner Associates, Inc.

Cc:

Ryan McDaniels – Halme, Inc. (Email)
Johnathan Kaski – Halme, Inc. (Email)
Ryan Hegg – City of Madison (Email)
Pat Carey – Banner Associates, Inc. (Email)
Cedric Hay – Banner Associates, Inc. (Email)
Nathan Powell – Banner Associates, Inc. (Email)

Attachments:

Madison Water System Improvements Phase 2A – Change Order No. 6

Date of Issuance: 1/5/2023 Effective Date: 1/17/2023
 Owner: City of Madison Owner's Contract No.:
 Contractor: Halme, Inc. Contractor's Project No.:
 Engineer: Banner Associates, Inc. Engineer's Project No.: 22831.00
 Project: Madison Water System Improvements Phase 2A Contract Name: Bid Sched 1

The Contract is modified as follows upon execution of this Change Order:
 Description: Change the contract Interim Completion Dates and Substantial Completion Dates
 Attachments: Modified Agreement Contract Dates "Exhibit A"

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [Interim and Substantial Completion Date Change]
Original Contract Price: \$ 5,949,410.75	Original Contract Times: Substantial Completion: <u>October 1, 2022</u> Ready for Final Payment: <u>November 15, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : \$ 148,270.50	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : Substantial Completion: <u>October 6, 2022</u> Ready for Final Payment: <u>November 15, 2022</u> days
Contract Price prior to this Change Order: \$ 6,097,681.25	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: \$ N/A	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>See Exhibit A</u> Ready for Final Payment: <u>See Exhibit A</u> days or dates
Contract Price incorporating this Change Order: \$ 6,097,681.25	Contract Times with all approved Change Orders: Substantial Completion: <u>Same as above</u> Ready for Final Payment: <u>Same as above</u> days or dates

RECOMMENDED: By: <u><i>Pat Conry, PE</i></u> Engineer (if required) Title: <u>Prime Professional</u> Date: <u>1/5/2023</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Title: <u>Mayor</u> Date: _____	ACCEPTED: By: <u><i>Jeff Halme</i></u> Contractor (Authorized Signature) Title: <u>President</u> Date: <u>1/11/23</u>
--	--	---

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Madison Water System Improvements- Phase 1B & PHASE 2.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Banner Associates, Inc.
- 3.02 The Owner has retained Banner Associates, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates (Refer to Plan Sheets F-1 for segment locations)*

A. *BID SCHEDULE 1 – PHASE 2 BASE BID A*

DATE MODIFIED BY
CHANGE ORDER NO. 6 TO:
OCTOBER 4, 2022

1. Contractor agrees to complete all work in **SEGMENT-Y ON 9TH STREET BETWEEN WASHINGTON AVENUE AND PRAIRIE AVENUE** by the Interim Completion date of **AUGUST 15, 2021** which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Seeding for this segment shall be completed by **OCTOBER 1, 2021**.

CONDITION REMOVED
FROM CONTRACT BY
CHANGE ORDER NO. 6

2. Contractor agrees to complete all remaining work in **SEGMENT-Y** by the Interim Completion date of **OCTOBER 1, 2021** which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Dormant seeding for this segment shall be completed by **NOVEMBER 15, 2021**.

DATE MODIFIED BY
CHANGE ORDER NO. 6 TO:
OCTOBER 25, 2022

3. Contractor agrees to complete all work in **SEGMENT-Z ON 8TH STREET BETWEEN EGAN AVENUE AND LEE AVENUE** by the Interim Completion date of **AUGUST 15, 2022**, which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. Seeding for this segment shall be completed by **OCTOBER 1, 2022**.

DATE MODIFIED BY
CHANGE ORDER NO. 6 TO:
DECEMBER 8, 2022

4. All remaining work will be substantially completed on or before **OCTOBER 1, 2022**, which is defined as completion of all utility installation, concrete work and final surfacing with the roadway open to traffic. The project shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **NOVEMBER 15, 2022**.



Banner Associates, Inc.
2307 W 57th St, Ste 102
Sioux Falls, SD 57108
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

1/11/2023

Winter Contracting, LLC
Attn: Robert Winter
PO Box 646
Brookings, SD 57006

RE: Madison NW 9th Street/Union Ave Reconstruction _ Contract Date Modification Change Orders and Winter Shutdown Agreement

Dear Mr. Winter:

The City of Madison has reviewed the contract status for the project referenced above.

The NW 9th St project has not met the requirements of the milestone completion for Phase 1 of this project. The substantial completion date for this phase of the project is October 28, 2022.

The City of Madison is proposing to change the Phase 1 Milestone Completion Date to a date that will allow for the remaining work to be completed. The modified substantial completion date for Phase 1 is June 15, 2023. Please review the attached Change Order No. 4, revising the contract date. If acceptable, please sign and return Change Order No. 4 for further processing.

It was determined that this contract would require a winter shutdown agreement to pause any working day counts and allow for Winter Contracting, LLC to perform the remaining work during suitable weather conditions. The following are conditions of the winter shutdown agreement:

1. Work in Phase 1 may not begin until May 1, 2023 (this date can be reviewed upon request by the owner or contractor)

Please provide a tentative construction schedule for completing the remaining work in Phase 1 and Phase 2 of this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Weston J. Blasius".

Weston J. Blasius, PE
Banner Associates, Inc.



Page 2

Cc:

Nick Winter – Winter Contracting, LLC (Email)
Ryan Hegg – City of Madison (Email)
Pat Carey – Banner Associates, Inc. (Email)
Cedric Hay – Banner Associates, Inc. (Email)
Spencer Gilk – Banner Associates, Inc. (Email)

Attachments:

NW 9th St/Union Ave Reconstruction – Change Order No. 4

Date of Issuance: 1/12/2023

Effective Date: 1/17/2023

Owner: City of Madison

Owner's Contract No.:

Contractor: Winter Contracting, Inc.

Contractor's Project No.:

Engineer: Banner Associates, Inc.

Engineer's Project No.: 23885.00

Project: NW 9th St/Union Ave Reconstruction

Contract Name:

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

Description: Change the Contract Phase 1 Milestone Completion Date

Attachments: Modified Agreement Contract Date "Exhibit A"

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,475,00.00</u>	Original Contract Times: Substantial Completion: <u>September 15, 2023</u> Ready for Final Payment: <u>October 6, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ <u>66,777.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>3,541,777.00</u>	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: <u>N/A</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>See Exhibit A</u> Ready for Final Payment: <u>See Exhibit A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>3,541,777.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 15, 2023</u> Ready for Final Payment: <u>October 6, 2023</u> days or dates

RECOMMENDED:
By: Walter J. [Signature]
Engineer (if required)

By: _____
Owner (Authorized Signature)

ACCEPTED:
By: Robert L. Lantz
Contractor (Authorized Signature)

Title: Prime Professional

Title Mayor

Title *member*

Date: 1/12/2022

Date _____

Date 1/12/22

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date:

EXHIBIT A

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Madison, SD ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Utility and surfacing replacement on NW 9th Street from Highland Avenue to a point approximately 500 feet west of Egan Avenue and on that portion of N Union Avenue situated north of NW 9th Street.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: NW 9th Street/Union Avenue Reconstruction 2022-1, Bid No. 913

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Houston Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

- A. Phase 1 Work will be substantially complete and open to traffic on or before ~~October 28, 2022~~, and fully complete on or before November 18, 2022, with the exception of permanent vegetation.

Date modified
through Change
Order No. 4 to
June 15, 2023

Phase 2 Work may commence on or after May 22, 2023, or the following Monday after the last day of the 2022/2023 Madison Public School calendar year, whichever is later. Work west of Josephine Avenue (STA. 130+00) will be substantially complete and open to traffic on or before August 11, 2023. Work east of Josephine Avenue (STA. 130+00) will be substantially complete and open to traffic on or before September 15, 2023.

- C. All Work for the project will be fully complete and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 6, 2023.

City of Madison
Memorandum – Location of Restricted Use Site



To: Mayor and City Commission
From: Jameson Berreth, City Administrator
Subject: Options for recycling services
Date: January 13, 2023

The intent of this memo is to provide background information on the current location for the Restricted Use Site (RUS) and seek Commission direction regarding future location for the RUS.

Background

The RUS is located at 23241 446th Avenue, which is 2 miles west and ½ mile north of Junius. The site receives a variety of construction debris and old furniture from residents of Madison as well as the surrounding area. The site does not accept items such as garbage, recyclables, yard waste, concrete, appliances, and more. It is open with set hours during the summer month and appointment only during the winter months.

The City does not own the property but rather holds a lease with Klein Land and Cattle II, LLC to operate the RUS on the property. The contract was signed in 2017 and ends either after ten years or when the cell is filled and closed, whichever is sooner. Annual rent paid by the City is \$25,000 per year.

Upon end of the lease, the property owner is allowed to use the land for hay or grazing but not for farming purposes. The City maintains responsibility for ensuring any solid waste materials deposited at the RUS continue to be buried and not exposed per state regulations.

The existing cell at the RUS is reaching capacity. In particular, the derecho in May 2022 led to a rapid influx of construction materials which greatly reduced the expected life of the cell.

Next Steps

The general options to move forward are to construct a new cell at the existing location or relocate the RUS to an entirely new location in the Madison area. In either case, the City will need to coordinate with SD-DANR for appropriate permitting. The new cell will also need to be designed. It is yet to be determined whether the Department of Engineering & Community Development within the City of Madison will be able to design the cell or if the City will need to contract with an outside engineering firm.

The existing cell is 3-acres with approximately 15 acres still available at the site if the City secured a new lease. City staff communicated with the current landowner to gather information. While no specific price was proposed, the landowner indicated the existing price may not be sufficient to renew the lease.

Alternatively, the City could explore options to start a RUS at a new location. This may be advantageous depending on location and price. The City would also need to verify the site is suitable according to SD-DANR requirements.

Staff recommendation: Explore options for acquiring land for a new RUS. Each 3-acre cell would last approximately 5-10 years (cells could be larger as well). With an appropriate amount of land, The City could provide a RUS to the public for many years at a lower cost than through a lease structure.

Agreement Number _____

Assistance Listing Number: 20.106
Federal Award Date: June 16, 2022

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF SECRETARIAT
OFFICE OF AIR, RAIL, AND TRANSIT
AGREEMENT FOR PROJECT NO. 3-46-0029-023-2022**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Madison, South Dakota, referred to in this Agreement as the "SPONSOR."

BACKGROUND:

- A. The STATE and the SPONSOR have entered into an agency agreement for the purpose of establishing, constructing, and maintaining an airport on a portion of Section Four (4) and Five (5) of Township One Hundred Six North (106N) and Thirty Two (32), of Township One Hundred Seven North (107N), Range Fifty Two West (52W) of the 5th Prime Meridian, Lake County, South Dakota, referred to in this Agreement as the "Airport."
- B. The SPONSOR requested financial assistance from the STATE for the development of the Airport.
- C. The SPONSOR acquired satisfactory title to the property on which the Airport will be located and indicated the SPONSOR'S desire to use the same for an Airport.
- D. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":

Phase 1 - Reconstruct Access Road (600'x24', asphalt), Reconstruct Parking Lot (2,000 SY, asphalt), and Reconstruct Taxilane (450' x 25', asphalt) - Design

NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Payment

Pursuant to and for the purposes of carrying out the provisions of South Dakota Codified Law (SDCL) § 50-7-15, the STATE will share in the cost of the Project in the amount of **Five percent (5%) of the total eligible Project costs, but in no event will the STATE'S TOTAL SHARE exceed the amount of Five Thousand Fifty Dollars and No Cents (\$5,050.00)**. The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0029-023-2022. The STATE will pay the STATE'S share of the eligible Project costs from the STATE AERONAUTICS FUND. The STATE will make progress payments to the SPONSOR up to 90% of the STATE'S total share of eligible Project costs listed in this section. Once the STATE'S share of eligible Project costs have reached 90% of the approved STATE share listed in this section, the STATE will withhold the remaining 10% of eligible Project costs until the FAA has approved the Quality Closeout Report. The STATE will pay the remaining 10% of the STATE'S share of eligible Project costs to the SPONSOR upon notification of the FAA'S approval of the Quality Closeout Report.

Section 2. Termination

1. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree, in writing, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
2. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:
 - (a) The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval when, under the terms of this Agreement, the STATE'S approval is required.
 - (b) The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.
 - (c) The SPONSOR is in default under any provision of this Agreement.

Section 3. SPONSOR Assurances

1. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.
2. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.
3. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.
4. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of the Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.
5. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

Section 4. Special Conditions

1. As may be applicable, the "Conditions" and "Assurances" contained in the Airport Improvement Program (AIP) Grant Agreement for Project No. **3-46-0029-023-2022** are included in and incorporated into this Agreement by reference.
2. Eligible costs for this Agreement will be as indicated in the AIP Grant as determined by the FAA.
3. The SPONSOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance

coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.

4. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.
5. The SPONSOR must submit any proposed change affecting the Project to the STATE, in writing, for the STATE'S approval prior to any change.
6. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties to this Agreement.
7. The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.
8. Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.
9. If the SPONSOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during any SPONSOR fiscal year covered, in whole or in part, under this Agreement, the SPONSOR will be subject to the single agency audit requirements under the U. S. Office of Management and Budget (OMB) regulations, found at 2 CFR Part 200 subpart F. If the SPONSOR expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions.
10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
11. The SPONSOR will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.
12. The SPONSOR certifies, to the best of the SPONSOR'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or

modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the SPONSOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The SPONSOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

13. The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.
14. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:
 - A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.
 - B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and,
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
15. The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.
16. The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as **Exhibit A**.
17. The effective date of this Agreement is **June 16, 2022**. This Agreement will end four (4) years from the date of signature by the STATE.

18. Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation
Attn: Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Madison, South Dakota
Attn: Mayor
116 W. Center Street
Madison, SD 57042

This Agreement has been executed by the STATE and the SPONSOR acting by and through their duly authorized representatives.

City of Madison, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(City Seal)



Omni-Pro Software, Inc
23608 458th Ave
605-270-2285
omni-pro@iw.net
www.omni-pro.biz

City of Madison Electric Utilities

10/18/2022

DESCRIPTION:

City Electric Shop Generation Control & Monitor

Ethernet RTU to SCADA interface device. Allows monitoring of run status via DNP 3.0 contact closure. Control of generator verified via TCP-IP packet to LMS system. Quotation includes hardware, firmware, and integration development into LMS-SCADA system software. Alarm-text messaging alerts when generator starts-stops.

The SCADA system monitors the real time health of the City of Madison electrical grid by reading data points from each substation. The SCADA is integrated with the load management and provides the load information needed for control. DGR requested that we monitor the shop generation status, display the status on user screens, log the on-off times, and provide ability to control it from the load management. Control can be done manually to periodically exercise the unit, and can be done during peak load times to reduce city demand costs.

Generator RTU-Integration

14,285

Signed: James C Enga

James C Enga, Omni-Pro Software

**NOTICE OF VACANCY
MUNICIPALITY OF MADISON**

The following offices will become vacant due to the expiration of the present term of office of the elective officer:

City Commission, Three Year Term
City Commission, Three Year Term

Circulation of nominating petitions may begin on Friday, January 27th, 2023. Petitions may be filed in the office of the Finance Officer located at 116 W Center Street between the hours of 8:00am and 5:00pm central standard time not later than Friday, February 24th, 2023.

Mayor