



BOARD OF COMMISSIONERS AGENDA
February 6, 2023
5:30 PM – COMMISSION ROOM – 116 W CENTER ST

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/86069681591>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes – January 17, 2023
- 2) Bills for Approval – February 8, 2023
- 3) Bills for Ratification – December 30, 2022
- 4) Bills for Ratification – January 25, 2023
- 5) Bills for Ratification – February 1, 2023
- 6) Payroll Bills for Ratification – January 20, 2023
- 7) Payroll Bills for Ratification – February 3, 2023.
- 8) Personnel
- 9) Approve Application for Property Tax Abatement 2023-01, 2023-02, 2023-04, 2023-05
- 10) Acknowledge Bid Date – Bid No. 917 – Sidewalk Improvement Project 2023-1 – March 1, 2023 at 10:00 am
- 11) Acknowledge Bid Date – Bid No. 918 – HDPE Conduit, pull boxes, transformers – February 28, 2023 at 2:00 pm
- 12) Acknowledge Bid Date – Bid No. 919 – Water Department Building Renovation Project – February 23, 2023 at 2:00 pm
- 13) Set Bid Date – Bid No. 920 Airport Improvements AIP No. 3-46-0029-024-2023; BIL/AIG No. 3-46-0029-025-2023 – March 9, 2023 3:00pm

UNFINISHED BUSINESS

NEW BUSINESS

- 1) Public Hearing upon application for Retail Malt Beverage License Application – Gaylen’s Gourmet Popcorn
- 2) Approve Retail Malt Beverage License – Gaylen’s Gourmet Popcorn
- 3) Public Hearing upon application for Temporary Alcohol License – Catholic Daughters of America/Knights of Columbus – St Thomas Church Social February 18, 2023
- 4) Approve Temporary Alcohol License – Catholic Daughters of America/Knights of Columbus
- 5) Presentation of First District Association of Local Governments annual report from Todd Kays
- 6) Approve Resolution 2023-03 – Bridge Inspection Program
- 7) Approve Resolution 2023-04 – Amend Established Employee Compensation for 2023
- 8) Discussion on USDA Water Bond Closing & Debt Terms
- 9) Authorize Mayor to sign Water and Waste System Grant Agreement with USDA in substantially the same form provided
- 10) Approve Agreement with Banner Associates for services related to Wastewater Digester Coatings project
- 11) Approve Agreement with Brosz Engineering for 2023 Multi-Community Asphalt Surface Treatment Project
- 12) Appoint to board of Madison Housing & Redevelopment Commission Karin Mathison (1-year term), Steven Sims (2-year term), Tim Walburg (3-year term), Scott Johnson (4-year term), and Rosee Hansen (5-year term)

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Notice of Vacancy – Commissioners (2 openings)
- 2) Next Regular Commission Meeting – Tuesday, February 21, 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 17, 2023
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 17th day of January with the following members present on roll call: Mayor Roy Lindsay and Commissioners Jeremiah Corbin, Jerae Wire, Kelly Dybdahl, and Adam Shaw.

The Pledge of Allegiance was recited.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to adopt the January 17th agenda. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw, to approve the following items on the consent calendar: Minutes – January 5, 2023, Bills for Approval – January 18, 2023, Bills for Ratification – January 11, 2023, Payroll Bills for Ratification – January 6, 2023, Personnel, Approve 2023 Employee Salaries/Wages, Appointments to Community Center Advisory Committee – Eric Anderson to fill 1 year vacancy and Jennifer Haselton to fill 2-year vacancy, Appointment to Planning Commission as alternate member – Jacob DeBoer, Approve Proposal for Services (Amended) with designArc Group for Water Building

Bills for Approval – January 18, 2023

A A A COLLECTIONS INC, * 22 Collection Services, \$187.78, AUTOMATIC BUILDING CONTROLS, *22 Annual Fire Alarm Checkout - Community Center, \$2,026.00, BIG SIOUX COMMUNITY WATER SYS, *22 December Fees, \$9,393.32, BOECKER/SAMUEL, Meal Reimbursement - Snow, \$11.36, BORNS GROUP INC, *22 PRINTING & POSTAGE, \$2,227.18, BUILDERS FIRSTSOURCE, 4' Wood Lath Bundle, \$38.79, BUTLER MACHINERY CO, *22 Element, Mirror, \$331.51, CARQUEST OF MADISON, Red Grease, \$97.45, CENTURYLINK QC, January Phone Bill, \$90.84, CHRISTIANSEN/STEVE, Meal Reimbursement - Snow, \$6.00, CITY OF BROOKINGS, *22 Gate Fees, \$4,021.65, CLASSIC CONVENIENCE INC, *22 Fuel, \$96.00, COLES PETROLEUM PRODUCTS INC, *22 Fuel Report, \$12,072.87, CORE & MAIN GP LLC, Meters, \$13,049.64, DAKOTA STATE UNIVERSITY, *22 Nov 2022 Utilities, \$10,613.32, DESIGNARC GROUP LLC, *22 Water Shop - DA22075-02, \$11,625.00, EAST RIVER ELECTRIC POWER COOP, *22 December 2022 Transmission, \$20,605.48, F & M COOP OIL CO, Fuel - DEF, \$12.56, FIRST BANK & TRUST, *22 Heartland December 2022, \$494,658.10, FIRST PREMIER BANK, *22 Interest Payment #2802040001, \$7,081.61, G & R CONTROLS INC, *22 Boiler Float Switch, \$311.90, GONYO/GARY LEE, Meal Reimbursement - Snow, \$12.00, HAWKINS INC, *22 Chemicals, \$709.91, HEIMAN INC, *22 Nozzles, Folding Pistol Grip Kit, \$1,452.85, HUNTER PUBLISHING INC, *22 Retirement Madl Mall, \$54.30, JUNG/DUSTIN, Meal Reimbursement - Snow, \$4.29, KIMBALL MIDWEST, *22 Clevis Grab Hook, \$196.20, LAKE COUNTY INTERNATIONAL INC, *22 Pipe, Seal, \$83.23, LAKE COUNTY TREASURER, *22 Fuel Report, \$247.38, LENTSCH/LANDON, CDL Renewal, \$35.00, MADISON CENTRAL SCHOOL ED FNDN, *22 Step Up Scholarships, \$1,685.06, NORTHWESTERN ENERGY, *22 Armory 2541047-3, \$3,177.34, O REILLY AUTOMOTIVE INC, Filters, \$94.40, OFFICE PEEPS INC, *22 OFFICE SUPPLIES, \$189.75, PASQ, *22 Dec 2022 Strategic Planning Staffing Services, \$826.80, PATCH/CHAD, Meal Reimbursement - Snow, \$6.00, PITNEY BOWES INC RESERVE ACCOUNT, Postage, \$2,000.00, PORTA PROS INC DBA A-1 PORTABLE TOILETS, *22 Toilet Rental - Totland Park, \$147.00, ROBERTSON/ROGER, Meal Reimbursement - Snow, \$6.00, RSA, *22 Prof Services - City Admin Bldg Phase II, \$24,500.00, RUNNINGS SUPPLY INC, Gloves, Janitorial Supplies, Door Opener, \$211.44, SD MUNICIPAL LEAGUE, Legislative Rib Dinner Registration, \$120.00, SD ONE CALL, *22 One Call Services, \$26.25, SIOUX VALLEY ENERGY, *22 Utilities - RUS - 122030000, \$291.00, STURDEVANTS MADISON INC, Alternator, \$230.30, SUBSURFACE SOLUTIONS, WD/SC Locator, \$6,194.89, US DEPT OF ENERGY, *22 December 2022 Services, \$106,671.84, VAN DIEST SUPPLY CO, *22 T-Zone Herbicide, \$2,497.50, WESCO DISTRIBUTION INC, Bid #909 - Switches, Transformers, Basements, Wire, \$148,368.90, WHEELCO BRAKE & SUPPLY INC, Filters, \$126.73, WOLDT/MICHAEL, Meal Reimbursement - Snow, \$18.00.

Bills for Ratification – January 11, 2023

AMERICAN RED CROSS, *22 LTS Facility Fee 76-500 Cust No. P0004061, \$300.00, AT & T MOBILITY, *22 DataConnect Government Dec 17 - Jan 16, \$43.23, BARTELS CLEANING SERVICE, *22 MMU Cleaning Services, \$500.00, BUTLER MACHINERY CO, *22 Unit #3 Troubleshoot Engine Coolant for Leaks, \$1,699.23, CHRISTIANSEN COMPLETE WATER, *22 Water/Cooler Rental, \$15.00, CHRISTIANSEN/STEVE, Meal Reimbursement - Snow, \$12.00, COLES PETROLEUM PRODUCTS INC, *22 Diesel Fuel - Generation Plant, \$116,342.00, DAKOTA STATE UNIVERSITY, *22 October 2022 Utilities, \$9,821.64, DAKOTA STATE UNIVERSITY, *22 ITS Support/Kim Wermers, \$496.08, DOLLAR GENERAL CORP, Bowls, Forks, Table Covers, Clorox Wipes, \$26.40, ELITE CARD PAYMENT CENTER, *22 Credit Card Purchases thru 12/18/22, \$10,592.30, F & M COOP OIL CO, Fuel, \$563.27, FIRST BANK & TRUST, *22 Interest Payment #20200501, \$13,678.91, GALE CENGAGE LEARNING, *22 Books, \$60.78, GREAT AMERICA FINANCIAL SVCS, *22 LEASE COPIER, \$724.63, GREATER MADISON AREA CHAMBER, QTR 1 Appropriation, \$24,375.00, HEIMAN INC, *22 Glass Nibbler, Lights, Nozzles, Pistol Grip, \$598.10, HUNTER PUBLISHING INC, *22 Dec 8 Publications, \$833.92, INFOTECH SOLUTIONS LLC, *22 Computer & Software Subscription Fees, \$8,597.50, INGRAM CO, *22 Book, \$22.24, INTERSTATE ALL BATTERY CENTER, *22 Battery, \$139.20, JOHNSTONE SUPPLY, *22 Armory Boiler Treatment, \$430.68, JUNG/DUSTIN, Meal Reimbursement - Snow, \$11.35, KIBBLE EQUIPMENT LLC OR JOHN DEERE FINANCIAL, *22 Generation Plant #3 Engine Parts, \$10.67, KOLORWORKS, *22 Flooring, Shades, Installation, \$4,764.65, LAKE COUNTY INTERNATIONAL INC, *22 Filters, \$41.74, LAKE COUNTY REGISTER OF DEEDS, *22 Gary Zay Copies, \$4.00, LEADER PRINTING, *22 Sewer/Water Form, \$80.00, LEADSONLINE LLC, 2023 TotalTrack Investigation System, \$1,635.00, LEWIS DRUGS INC, Cleaning Supplies, \$42.45, LEWIS&CLARK REGIONAL WATER SYS, *22 December Fees, \$270.00, LOYAL ELECTRIC INC, *22 Repair Heat in Electric Shop, \$882.70, MADISON ACE HARDWARE, *22 Roller, Paint, Brush, \$198.87, MATERESE/JAMES, Meal Reimbursement - Snow, \$12.00, MICROMARKETING LLC, *22 Books, \$560.66, MIDWEST ALARM CO, *22 MMU Upgrade Camera System, \$5,531.51, MIDWEST TAPE LLC, *22 Books, \$271.96, MINNESOTA MUNICIPAL UTIL ASSN, 2023 Associate Member Dues, \$495.00, O REILLY AUTOMOTIVE INC, *22 Filters, \$431.76, OFFICE PEEPS INC, *22 Copier Contract, \$207.63, OPEN ACCESS TECHNOLOGY INT'L, *22 AMI Project, \$7,255.00, PATCH/CHAD, Meal Reimbursement - Snow, \$12.00, PENGUIN RANDOM HOUSE LLC, *22 Book, \$30.00, ROBERTSON/ROGER, Meal Reimbursement - Snow, \$12.00, RUNNINGS SUPPLY INC, Dewalt Blower, \$817.46, SANITATION PRODUCTS INC, *22 Cart Tipper, \$3,707.06, SD MUNICIPAL ELECTRIC ASSOC, 2023 Municipal Membership Dues, \$6,506.00, SEBCO BOOKS INC, *22 Books, \$65.92, SHPIGLER CONSULTING INC, *22 AMI Consulting Support - AMI/CVR, Gen, DERMS, \$6,000.00, SMART GUARD LLC, *22 E-M1105 - 1PH Meters, \$2,102.00, STREICHERS INC, *22 Pants, Trousers, Shirt, Belt, \$323.94, STURDEVANTS MADISON INC, Paint - POR-15 Black, \$96.65, SWEENEY CONTROLS CO, *22 Replace Failing Switches, \$5,700.00, TALK THE TEE, *22 Co Ed Volleyball Shirth, \$140.00, TIMMER SUPPLY CO, *22 Thermostat, \$86.51, TITAN MACHINERY-SIOUX FALLS, Compact Roller, \$51,166.00, TYLER TECHNOLOGIES INC, *22 Utility Billing Notification Call Subscription, \$30.20, VERIZON WIRELESS, *22 Nov 20 - Dec 19 Acct #442408979-00001, \$226.90, W W GRAINGER INC, *22 Expansion Plug, \$41.72, WHEELCO BRAKE & SUPPLY INC, *22 Parts, \$332.91

Payroll Bills for Ratification – January 6, 2023

IRS-EFTPS, \$64,174.85.

Personnel

Larson, Fred Curt /volunteer; Hively, Jay/volunteer; Reinicke, Fred Curt /volunteer; Olson, Wyatt \$14.24 /hour; Lunde, Houston \$10.81 /hour; Zastera, Jackson \$10.81 /hour; Corrigan, Briley \$10.81 /hour.

Motion by Commission Shaw, seconded by Commissioner Dybdahl to partner with the LAIC and proceed with the proposed day care location at the 100 block of North Highland Avenue. Motion carried. Brooke Rollag of LAIC provided a presentation on the proposed day care facility, including the factors behind the selection of the site and benefits to the community.

Motion by Commissioner Corbin, seconded by Commissioner Wire to Approve RD Phase 1A Change Order #6 with J & J Earthworks. Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Wire to Approve RD Phase 1B Change Order #2 with J & J Earthworks. Motion carried.

Motion by Commissioner Wire, seconded by Commissioner Corbin to Approve RD Phase 2A Change Order #6 with Halme Inc. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to Approve NW 9th Street/Union Ave Reconstruction Change Order #4 with Winter Contracting. Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to explore the cost of staying with the current Restricted Use Site. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to Authorize Mayor to sign State Financial Assistance Agreement – Airport Project No. 3-46-0029-23-2002 (ARPA). Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Wire to Approve MMU Building Generator Control and Monitor proposal. Motion carried.

Mayor Lindsay announced there are two Commissioner openings for 2023. Next Regular Meeting will be Monday, February 6, 2023.

Motion by Commissioner Shaw, seconded by Commissioner Wire, to Adjourn at 6:08 pm.

/s/Sonya Wilt

Finance Officer

Published once at the approximate cost of \$__.

CITY OF MADISON
PERSONNEL
February 2023

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Dunga, Chima	1/18/2023		TEMP		10.81	Service Desk Assistant
Minnick, Barbara	1/4/2023		FT		30.50	Deputy Finance/Grant Administrator
Gales-Loyd, Katherine	1/18/2023		FT		19.07	Library Assistant II
Hall, Amanda	1/23/2023		FT		22.11	Programs Coordinator
Urbach, Jared	1/12/2023		PT<20		10.81	Recreation Assistant
Hein, Elijah	1/19/2023		PT<20		10.81	Recreation Assistant
Langerock, Maddi	1/26/2023		TEMP		10.81	Service Desk Assistant
Corbin, Penelope	1/30/2023		PT<20		11.14	After School Program

VOLUNTEERS - FIRE DEPARTMENT	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
ANDERSON, SAM	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
BALOGH, TODD	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
BARGER, JARED	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
BIALAS, WADE	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
BURESH, DAN	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
CHRISTIANSEN, K	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
DAHL, KESTER	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
DENNE, JAMIE	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
DENNE, OAKLEY	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
DRAUSE, JADE	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
DYBDAHL, KELLY	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
EICHMANN, BRAD	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
FROST, TYLER	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
GANT, BEN	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
GULBRANSON, SID	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
HEAIRET, JADE	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
JOHNSON, ERIC	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
JOHNSON, SAM	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
JOHNSON, SCOTT	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
JUNG, DUSTIN	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
LIMMER, JAYSON	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
MINNAERT, RANDY	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
OLSON, JUSTIN	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
PATCH, CHAD	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
RAGSDALE, CHANCE	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
REINICKE, GARY	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
RUHD, TYLER	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
STOEBNER, KYLE	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
STROM, COREY	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
SUTTEN, SKYLER	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman
YAGER, RICK	Annual	NA	Volunteer Fireman	NA	NA	Volunteer Fireman

2023 EMPLOYEE WAGE CORRECTIONS		
OLSON, WYATT	13.72	14.24
OTTOSON, CURT	22.45	
PETERS, MITCHELL	13.72	14.24
PETERSON, YVONNE	10.81	11.56
RASMUSSEN, AUTUMN	12.01	
REVERTS, SPENCER	14.13	
TEN EYCK, HANNA	14.24	13.72
TEN EYCK, KARLIE	14.24	13.72
THIELBAR, COLE	21.36	
THOMPSON, LUIGI	10.81	12.01
VERVER, SAMANTHA	13.04	10.81
WOLFF, LILY	10.81	11.56
ZARAGOZA ORTEGA, MARIA	12.01	

January 2023 Building Permit Report

Date	Permit No.	Owner	Address	Use	Type of Construction	Contractor	Estimated Build Cost	Permit Fee
1/9	8247	GG & MG Enterprises, LLC	107 N Chicago Avenue	Res	Replace windows, roof repairs, remodel kitchen, flooring, shingles, shingle the garage	G&M Repair 107 N Chicago Avenue Madison, SD 57042	\$6,000.00	\$70.00
1/9	8245	Daniel Seman	103 N Chicago Avenue	Res	Bath renovation, tub, shower & wall	Jim Thompson 223 SW 4th Street Madison SD, 57042	\$2,500.00	\$43.00
1/9	8246	Bruce & Paula Barrick	702 SW 2nd Street	Res	Replace broken windows from May 2022 storm	Hansons 2707 S Carolyn Avenue Sioux Falls, SD 57106	\$12,000.00	-
1/10	8268	Steve Bartel	728 NE 3rd Street	Res	New kitchen cabinets	Dickey's Designs 23601 SD HWY 19 Madison, SD 57042	\$22,000.00	\$106.00
1/17	8248	Ben Kahler	1020 N Division Avenue	Res	Basement finish, add rooms, egress windows	Self	\$5,000.00	\$61.00
1/24	8250	Tyler Flaagan	820 Heatherwood Avenue	Res	Basement finish	Craig Williams 103 S Egan Avenue Madison, SD 57042	\$30,000.00	\$273.50
1/27	8249	Anthony & Jessica Dold	1112 Twin Oaks Drive	Res	Front & back deck, new siding, plumbing replacement, sheetrock & egress windows	Callies Homes 23555 434 Avenue Howard, SD 57349	\$70,000.00	\$493.00
1/27	8251	Amy Terrell	932 N Lincoln Avenue	Res	Replace front window & door, damage from May 2022 storm	G&M Repair 107 N Chicago Avenue Madison, SD 57042	\$1,500.00	-
	8					Total	\$149,000.00	\$1,046.50

<u>Abatement No</u>	<u>Legal</u>	<u>Reason</u>
2023-01	Lot 2 Blk 3 Henkins 2nd Addition	Otherwise Qualified Assessment Freeze (missed deadline)
2023-02	1971 Marshfield Mobile Home	Otherwise Qualified Assessment Freeze (missed deadline)
2023-04	E 74' N83' Blk 10 Kennedy's Ext	Otherwise Qualified Assessment Freeze (missed deadline)
2023-05	Lot 4 Exc S 34.3' Block 5 Cyber Estates Addn	Error in entry: description, valuation or extension

**CITY OF MADISON
ADVERTISEMENT FOR BIDS**

Notice is hereby given that on the 1st day of March 2023, until 10:00 am, sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota, at the Office of the Finance Officer, 116 W Center Street, Madison, South Dakota 57042 and will then be publicly opened and read.

BID NO. 917 - SIDEWALK IMPROVEMENT PROJECT 2023-1

Significant components of the proposed improvement include the following approximate project quantities includes the removal and replacement of 152 feet of curb and gutter; removal of 870 to 4688 square feet of sidewalk; installation of 2441 to 20149 square feet of 4", 6" and 8" sidewalk / pavement; installation of 104 square feet of detectable warning panels; and minor traffic control and erosion control; and other minor related items all at various locations.

The project will be bid as Schedule 1 for generally guaranteed work and Schedule 2 for non-guaranteed work which may be accomplished by private landowners. Each bidder shall bid both schedules. The schedules may be awarded separately.

Bids must be accompanied by a certified check, cashier's check or bank draft payable to the City of Madison in a sum equal to five percent (5%) of the total bid and drawn on a state or national bank or by bid bond in a sum equal to ten percent (10%) of the total bid issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Madison. The check, bond or bank draft will be retained by the owner as liquidated damages if the successful bidder refuses or fails to enter into a contract in accordance with the bid when notified of the award.

The information for bidders, bid, contract, plans, specifications, form of bid bond and payment bond and other contract documents may be examined and obtained at the issuing office: City Engineering Office, 116 W Center Street, Madison, South Dakota 57042.

Bid envelopes must be clearly marked Bid No. 917 - Sidewalk Improvement Project 2023-1

The City of Madison reserves the right to waive any informalities, to reject any and all bids and to add or deduct from the proposed work.

By Order of the Board of Commissioners
City of Madison
Madison, South Dakota
Sonya Wilt
Finance Officer

Advertisement for Bids
Madison Municipal Airport
Madison, South Dakota
AIP NO. 3-46-0029-024-2023; BIL/AIG NO. 3-46-0029-025-2023

Sealed bids for the construction of airport improvements on the site of the Madison Municipal Airport, Madison, South Dakota will be received by the City of Madison, Madison, South Dakota until 3:00 PM CT on March 9, 2023. All bids will be publicly opened and read aloud at the City Commission Room, 116 West Center Street, Madison, South Dakota.

BID NO. 920 – AIRPORT IMPROVEMENTS AIP NO. 3-46-0029-024-2023; BIL/AIG NO. 3-46-0029-025-2023

The bid documents are to be mailed or delivered to City Finance Office, City of Madison, 116 West Center Street, Madison, South Dakota 57042 and shall be sealed and endorsed, "Airport Improvements, Madison Municipal Airport, AIP No 3-46-0029-024-2023 and BIL/AIG No 3-46-0029-025-2023".

The proposed work includes the following:

Reconstruction of hangar taxilanes, Airport Drive and parking lot. Work items include but are not limited to asphalt pavement removal, recycle/reclaim asphalt for subbase material, RCP culvert pipe installation, PVC underdrain pipe installation, earthwork, subbase course, aggregate base course, asphalt paving, pavement marking, erosion control, seeding & mulching.

Plans and specifications are on file and may be seen at the office of City Engineering and Community Development, 116 West Center Street, Madison, South Dakota 57042, and at the office of KLJ, 5110 East 57th Street, Sioux Falls, South Dakota, 57108.

Copies of the plans and specifications and other bidding contract documents may be obtained by payment of \$100 from KLJ, Inc., 5110 East 57th Street, Sioux Falls, South Dakota, 57108 for each set so obtained. KLJ shall, upon request, furnish at least one copy of the plans and specifications, without charge, to each contractor resident in South Dakota who intends, in good faith, to bid upon the improvement project. KLJ may require the return of the copy at the time of the opening of bids. An optional, complete set of digital project bidding documents are available at www.kljeng.com "Projects for Bid" or www.questcdn.com. You may download the digital plan documents for \$30 by inputting Quest project # 8380729 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. Contact KLJ at 605-444-1864 if you have any questions.

Each bid in excess of \$50,000.00 shall be accompanied by either a certified check, cashier's check or draft in a sum equal to five percent (5%) of the maximum bid price and drawn on a State or National Bank or a bid bond in a sum equal to ten percent (10%) of the maximum bid price executed by the Bidder as principal and by a surety company authorized to do business in the State of South Dakota, payable to the City of Madison, conditioned that if the principal's bid be accepted and the contract awarded to him, he, within ten (10) days after Notice of Award has been executed, will execute and effect a contract in accordance with the terms of his bid and a contractor's bond as required by law and regulations and determinations of the governing board. The bid security of the two lowest bidders will be retained until the Notice of Award has been executed, but no longer than thirty (30) days. The bid security is a guarantee that the bidder will enter into contract for work described in the Proposal.

The successful Bidder will be required to furnish a Contract Performance Bond, a Payment Bond in the full amount of the Contract, and proof of Contractor's Excise Tax License.

The City of Madison reserves the right to hold all bids for a period of sixty (60) days after the date fixed for the opening thereof to reject any and all bids and waive defects and to accept any bids should it be deemed for the public good and also reserves the right to reject the bid of any party who has been delinquent or unfaithful in the performance of any former contract to the Owner.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	0.8%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work

is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is South Dakota, Lake County, and City of Madison.

TITLE VI SOLICITATION NOTICE

The City of Madison, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses, or disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Madison to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA

FEDERAL CONTRACT PROVISIONS

A full list of Federal Provisions by which the Bidder must comply, are incorporated by reference and contained within the specifications. Federal Contract Provisions are also available at [http://www.faa.gov/airports/aip/procurement/federal contract provisions/](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/) and include the following:

1. Buy American Preferences – Title 49 USC § 50101; Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers; Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)
2. Civil Rights – Title VI Assurances - 49 USC § 47123 and FAA Order 1400.11
3. Davis Bacon Requirements – 2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147; *(Applicable to contracts exceeding \$2,000)*
4. Debarment and Suspension – 2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689; *(Applicable to contracts exceeding \$25,000)*
5. Lobbying Federal Employees – 31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I); 49 CFR Part 20, Appendix A; *(Applicable to contracts exceeding \$100,000)*
6. Procurement of Recovered Materials – 2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA)); *(Applicable to contracts exceeding \$10,000)*

Dated this 16 of February 2023.

/s/Sonya Wilt, Finance Officer

Publication Dates: February 16, 2023
February 23, 2023

By Order of the Board of Commissioners,
City of Madison
Madison, South Dakota

**CITY OF MADISON
ADVERTISEMENT FOR BIDS**

Notice is hereby given that on the 23rd day of February 2023, until 2:00pm, sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota at the Office of the Finance Officer 116 W Center Street, Madison, South Dakota 57042 and will then be publicly opened and read.

**BID NO. 919– Water Department Building Renovation Project
Location: 435 S. Highland Avenue, Madison, SD 57042**

Construction Documents can be obtained on or after February 2nd, 2023 by contacting the Architect. Electronic copies are available upon request. Full-size drawing documents can be printed by the architect at the contractor's expense. Architect: designArc Group LLC email: emily@designarccgroup.com 605.696.7571

Bids must be accompanied by a certified check, cashier's check or bank draft payable to the City of Madison in a sum equal to five percent (5%) of the total bid and drawn on a state or national bank or by bid bond in a sum equal to ten percent (10%) of the total bid issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Madison. The check, bond or bank draft will be retained by the owner as liquidated damages if the successful bidder refuses or fails to enter into a contract in accordance with the bid when notified of the award.

Bid envelopes must be clearly marked Bid No. 919 - Water Department Building Renovation Project
Office of the City Engineer, 116 W Center Street, Madison, South Dakota 57042.

The City of Madison reserves the right to reject any and all bids and to waive any irregularities.

By Order of the Board of Commissioners
City of Madison
Madison, South Dakota
Sonya Wilt
Finance Officer

Published twice at the approximate cost of \$_.

**CITY OF MADISON
NOTICE OF PUBLIC HEARING
UPON APPLICATION FOR SALE OF ALCOHOLIC BEVERAGES**

Notice is hereby given pursuant to SDCL 35-2-5 that a public hearing will be held on Monday, February 6, 2023 at 5:30pm, or as soon thereafter as the matter may be heard, in City Hall, Madison, South Dakota, in the Commission Room, to consider a retail (on-off sale) malt beverage and SD farm wine license for the current licensing period:

Gaylen's Gourmet Popcorn
118 E Center St
Madison, SD 57042

Any persons wishing to present testimony may appear at said hearing or may file written comments with the Finance Officer at 116 W Center Street, Madison, South Dakota, prior to said hearing. Disabled individuals may contact the Finance Officer for information and/or special assistance. The request should be made 24 hours in advance of the hearing.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

**CITY OF MADISON
NOTICE OF PUBLIC HEARING
UPON APPLICATION FOR SALE OF ALCOHOLIC BEVERAGES**

Notice is hereby given pursuant to SDCL 35-2-5 that a public hearing will be held on Monday, February 6, 2023 at 5:30pm, or as soon thereafter as the matter may be heard, in City Hall, Madison, South Dakota, in the Commission Room, to consider a temporary alcohol license application from the following:

Catholic Daughters of America/Knights of Columbus
February 18, 2023
St. Thomas Church Social

Any persons wishing to present testimony may appear at said hearing or may file written comments with the Finance Officer at 116 W Center Street, Madison, South Dakota, prior to said hearing. Disabled individuals may contact the Finance Officer for information and/or special assistance. The request should be made 24 hours in advance of the hearing.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$_____.

RESOLUTION NO. 2023-03

**BRIDGE REINSPECTION PROGRAM RESOLUTION
FOR USE WITH SDDOT RETAINER CONTRACTS**

WHEREAS, 23 CFR 650, Subpart C, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

WHEREAS, the City of Madison is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

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

The City requests SDDOT to hire Banner Associates, Inc. for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the City for 20% of the cost. The City will be responsible for the required 20% matching funds.

Dated this 6th day of February, 2023.

CITY OF MADISON

/s/Roy J Lindsay Jr.
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

RESOLUTION NO. 2023-04

A RESOLUTION TO AMEND ESTABLISH EMPLOYEE COMPENSATION FOR 2023

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

That Section D of Resolution 2022-52 adopted on November 21, 2022 is amended as follows:

That Section E of Resolution 2022-52 adopted on November 21, 2022 is amended as follows:

Dated this _____ day of February 2022.

CITY OF MADISON

/s/Roy Lindsay
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

SECTION D

GRADE ASSIGNMENT FOR FULL-TIME NON-EXEMPT TEAMSTERS LOCAL UNION NO.120 POSITIONS

<u>Streets, Parks, Solid Waste & Recycling</u>	<u>Grade</u>
Administrative Coordinator	16
Building Maintenance Operator	16
Mechanic	15
Lead Heavy Equipment Operator	15
Heavy Equipment Operator with Spraying Certification	14
Heavy Equipment Operator	13
Park Technician with Spraying Certification	14
Park Technician	13
General Laborer - Recycling	10

<u>Utilities</u>	<u>Grade</u>
Distribution & Collection Operator II	15
Water & Wastewater Operator II	15
Distribution & Collection Operator I	14
Water & Wastewater Operator I	14
Distribution & Collection Operator	13
Water & Wastewater Operator	13
Administrative Assistant *	12

BENEFITS FOR SECTION D

- 1) Compensation time.
- 2) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
- 3) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
- 4) Holidays – 2022 Christmas Eve (4 hours), 2022 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day. Holidays hours based on shift scheduled.
- 5) Retirement - 6%.
- 6) Health Insurance – single \$723.52 per month; employee + one \$1,155.24 per month; employee + children \$1,287.40 per month; family \$1,333.04 per month (city benefit towards premium).
- 7) Dental Insurance – single \$36.70 per month; employee + one \$68.02 per month; employee + children \$68.31 per month; family \$88.94 per month (city benefit towards premium).
- 8) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
- 9) Life Insurance – \$30,000 term policy.
- 10) Flexible Benefits Plan – healthcare and dependent care options.
- 11) Wellness – \$10.00 bi-weekly if employee is member of Community Center or local fitness center.
- 12) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
- 13) Boot/Clothing Allowance – \$150.00 annually with PR#1.
- 14) Others as negotiated by union contract.
- 15) * This position is listed in section D and E and eligible to be a member of up to one union while working in the capacity of the utility departments.

SECTION E

WAGES FOR FULL-TIME NON-EXEMPT IBEW UNION POSITIONS

<u>Utilities</u>	<u>Wage</u>
Lead Lineworker	\$47.42
Journey Lineworker with Electrician's License	\$45.13
Journey Lineworker without Electrician's License	\$44.47
Meter Reader	\$34.68
Lineworker Apprentice	
8 th 6 Months (90%)	\$39.44
7 th 6 Months (85%)	\$37.24
6 th 6 Months (80%)	\$35.05
5 th 6 Months (75%)	\$32.86
4 th 6 Months (70%)	\$30.67
3 rd 6 Months (65%)	\$28.47
2 nd 6 Months (60%)	\$26.28
1 st 6 Months (55%)	\$24.11
	<u>Grade</u>
Administrative Assistant *	12

Note: Wages in table were increased 5.5% for cost-of-living adjustment from previous CBA. Employees are also eligible for a 1.5% performance-based increase each year. This increase will result in each employee receiving a higher wage than noted in the base wage table.

BENEFITS FOR SECTION E

- 1) Compensation time.
- 2) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
- 3) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
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- 11) Wellness – \$10.00 bi-weekly if employee is member of Community Center or local fitness center.
- 12) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
- 13) Boot/Clothing Allowance – \$150.00 annually with PR#1.
- 14) Others as negotiated by union contract.
- 15) In the case of impasse or failure to approve a Collective Bargaining Agreement, employees who are not members of IBEW may receive increases to wages or benefits shown in this Section.
- 16) * This position is listed in section D and E and eligible to be a member of up to one union while working in the capacity of the utility departments.

Water and Waste System Grant Agreement**United States Department of Agriculture****Rural Utilities Service**

THIS AGREEMENT dated _____, between

City of Madison

a public corporation organized and operating under

SDCL Title 9

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 10,340,000.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 8,249,000.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 8,249,000.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 2,091,000.00 or 20.22 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 20.22 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated July 27, 2020, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

all assets covered under the loan security

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term ``facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 2,091,000.00 which it will advance to Grantee to meet not to exceed 20.22 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

attested and its corporate seal affixed by its duly authorized

Attest:

By _____

(Title) Mayor

By _____

(Title) Finance Officer

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By _____
(Title)

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **February 1, 2023** ("Effective Date") between the City of Madison, South Dakota ("Owner") and Banner Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **City of Madison Wastewater Digester Coatings** ("Project"). The project segments are further identified and defined by the attached Figure.

Engineer's services under this Agreement are generally identified as follows:

Design Engineering and Bidding Services

Design Phase – For coating of digester equipment

Design Review Phase

Bidding Phase – bid opening assistance and bid evaluation

Construction Services

Preconstruction Meeting

Submittal Review

Construction Observation

Payment and Change Order Requests

Project Close-out Documentation

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period:
 - 1. **Design Engineering and Bidding Services** - Anticipate bidding in March of 2023
- C. Construction Services are anticipated to be provided as follows:
 - 1. Anticipate construction start and finish in 2023 pending material and contractor availability.
- D. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Owner shall pay Engineer for Design Engineering and Bidding Services the aggregate limiting fee as generally broken out as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - 3. **Design Phase and Bidding Services** - compensation for services and reimbursable expenses is estimated to be \$13,000.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- C. Owner shall pay Engineer for Construction Services as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - 3. **Construction Services** - compensation for services and reimbursable expenses is estimated to be \$11,000.

- D. Total aggregate limiting fee for design and construction is \$24,000.00. Engineer may alter the distribution of compensation between phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the owner.

2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

- 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be \$1,000,000.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: Appendix 1, Engineer's Standard Hourly Rates .*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Madison, South Dakota

Engineer: Banner Associates, Inc.

By: _____

By: Pat Carey

Print name: Roy Lindsay

Print name: Pat Carey, PE

Title: Mayor

Title: Sr. Vice President

Date Signed: _____

Date Signed: 2/1/2023

Engineer License or Firm's Certificate No. (if required):

C-136

State of: South Dakota

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

116 W Center Street
Madison, South Dakota 57042

409 22nd Avenue South
Brookings, South Dakota 57006

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated January 16, 2023.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Schedule of Labor Rates and Expenses
Banner Associates, Inc.
January 2023



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

SCHEDULE OF LABOR RATES AND EXPENSES

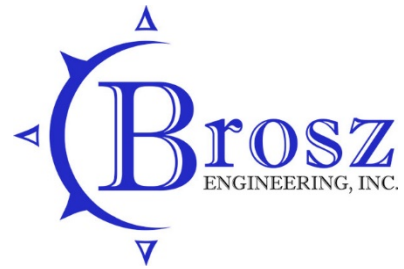
January 2023

Administrative	\$65.00 to \$175.00/Hour
Surveying/Geomatics	\$75.00 to \$160.00/Hour
Engineering Technician.....	\$70.00 to \$125.00/Hour
Environmental Scientist.....	\$85.00 to \$150.00/Hour
Staff Engineer	\$95.00 to \$110.00/Hour
Project Engineer	\$110.00 to \$170.00/Hour
Project Manager	\$130.00 to \$250.00/Hour

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

Mileage.....	\$0.70/Mile
Photocopy	0.07/Copy
Black & White 11x17 Laser Prints.....	0.14/Sheet
4. All other direct project expenses at actual cost of materials.

Rates are subject to change annually.



WORK ORDER/PROPOSAL FOR PROFESSIONAL SERVICES

TO:	City of Madison	BROSZ PROPOSAL #:	
CONTACT:	Ryan Hegg	BROSZ PROJECT #:	TBD
ADDRESS:	116 W Center Street	CLIENT PO#:	NA
	Madison, SD 57042	JOB TITLE:	2023 Multi Community
OFFICE:	605-256-7514		Asphalt Surface Treatment
CELL:	605-291-6323	JOB LOCATION:	Madison, SD
EMAIL:	ryan.hegg@cityofmadisonsd.com		

BROSZ ENGINEERING WILL PROVIDE THE FOLLOWING SERVICES TO THE CLIENT AS SET FORTH BELOW:

Scope of Services:

The complete scope of services listed on Exhibit A is included with this transmittal. The overall completion date for the 2023 Multi-Community Asphalt Surface Treatment Project for City of Madison shall be **October 31, 2023**.

Compensation:

Services as outlined in Exhibit A will be provided and billed to the owner in accordance with the following fee schedule, Madison 2023 asphalt surface treatment projection is 80,000 SY totaling engineering services of \$13,000.

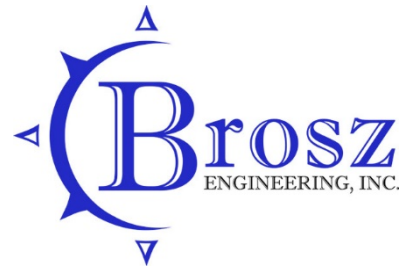
1. Map, Table of Quantities, and Engineer Estimate. \$1,500 LS
2. Plans, Specifications, Bid Documents, Bid Letting, and Award Recommendation. \$2,000 LS
3. Contract Award Process. \$500 LS
4. Construction Inspection and Quality Control. \$105 / 1,000 SY
5. Final Quantities and Pay Application: \$600 LS

This work order/proposal incorporates and includes the attached General Conditions.

ACCEPTANCE & AUTHORITY:

ACCEPTED:		ACCEPTED:	Brosz Engineering, Inc.
SIGNATURE:		SIGNATURE:	
PRINTED:		PRINTED:	
TITLE:		TITLE:	
DATE:		DATE:	2/1/2023

EXHIBIT A
SCOPE OF SERVICES FOR CONSULTANT SERVICES



Date: 02/01/2023

PROJECT INFORMATION

Brosz Engineering, Inc. proposes to provide design and construction engineering services for 2023 Multi-Community Asphalt Surface Treatment (chip and fog seal) Project. Services are detailed in the Scope of Work. Anticipated project timeline is as follows:

- January – February 2023
 - Project Design and Review
- March 2023
 - Bid Letting
- April 2023
 - Contract Processing
- June – September 2023
 - Construction Period
- October 2023
 - Payment Processing

SCOPE OF WORK

Brosz Engineering, Inc. will provide the following work items for the project:

- Project Map, Table of Quantities, and Engineer's Estimate
 - City to provide Engineer with proposed routes to receive asphalt surface treatment
- Publish Construction Plans, Specifications, and Bid Document Package
- Publicly Advertise for Bid, Receive Bids, and Provide Award Recommendation
- Assist Contract Execution between City and Contractor
- Construction Inspection and Quality Control
- Final Project Quantities and Pay Applications

Note:

- Project does not include pavement repair or crack sealing that may be recommended to be completed prior to asphalt surface treatment application.
- City may revise routes/scope between original design and time of construction. Plan revisions must be supplied to Engineer in writing.
- Fee schedule is assuming project scope area is between 1 and 100,000 square yards, fee schedule for project volumes outside this anticipated scope volume shall be negotiated and agreed upon prior to Work.