



BOARD OF COMMISSIONERS AGENDA
Monday, July 24, 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/85388255157>

PLEDGE OF ALLEGIANCE

ROLL CALL

Meeting ID: 853 8825 5157
You can also dial in using your phone.
+1 312 626 6799

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes – July 10, 2023
- 2) Bills for Approval – July 26, 2023
- 3) Bills for Ratification – July 10 & 19, 2023
- 4) Payroll Bills for Ratification – July 7, 2023
- 5) Personnel
- 6) Approve Peddlers Permit Application – JD Midwest Solutions
- 7) Declare Surplus Property and Appoint Appraisers – Residential home at 505 S Highland Avenue
- 8) Adopt Resolution No. 2023-18 – Approve a Plat – Tract A of Kinney's Subdivision of the Northwest Quarter (NW1/4) of Section 5, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota

UNFINISHED BUSINESS

NEW BUSINESS

- 1) PUBLIC HEARING – Temporary Retail (on-off sale) Alcohol License – Greater Madison Area Chamber of Commerce – DownTown in MadTown
- 2) Approve Temporary Retail (on-off sale) Alcohol License – Greater Madison Area Chamber of Commerce – DownTown in MadTown
- 3) Approve First Reading of Ordinance No. 1659 – Amend Solid Waste Ordinances
- 4) Approve contract with Civil Design Inc. – Restricted Use Site Survey and Design
- 5) Approve contract with Foerster Testing – Segment 3 Construction Testing & Inspection Services
- 6) Approve Joint Powers Agreement with SD Dept. of Game, Fish, and Parks
- 7) Approve Task Order No. 12 with DGR Engineering for Southeast Substation Conversion
- 8) Award Bid No. 930 – NE 3rd Street Mill and Overlay Project 2023-2
- 9) Approve Change Order #2 – Public Waterworks Renovation
- 10) Approve Change Order #4 – Public Waterworks Renovation
- 11) Approve Change Order #7 – NW 9th Street/Union Avenue Reconstruction
- 12) Discussion regarding Lead-Free South Dakota water line inventory
- 13) Update on 2023 Infrastructure Improvement Projects

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Next Regular Commission Meeting – Monday, August 7 at 5:30pm

EXECUTIVE SESSION

- 1) SDCL 1-25-2 (4)

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**

July 10, 2023
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 10th day of July with the following members present on roll call: Commissioners Jerae Wire, Kelly Dybdahl, Adam Shaw, and Mayor Lindsay. The following members were absent: Commissioner Jeremiah Corbin.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to adopt the July 10, 2023, agenda. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire, to approve the following items on the consent calendar: Minutes June 20, 2023, Bills for Approval – July 11-12, 2023, Bills for Ratification – June 22-July 5, 2023, Payroll Bills for Ratification – June 23, 2023, Personnel, 1Retail (on-off sale) Malt Beverage & SD Farm Wine License Renewal, May Building Permit Report. Motion carried unanimously.

Bills for Approval – July 11-12, 2023

Amazon Capital Services Inc, Laptop Chargers/Adapter \$104.16; American Engineering, Water Samples \$2,540.30; Appeara, Mat Rentals \$117.10; Banner Associates Inc, Madison Water Dist System Improvements \$59,973.82; Boecker/Samuel, Meal Reimbursement \$6.00; Border States Electric Supply, CRC Heavy Duty Lectra Clean \$166.32; Borns Group Inc, Printing & Postage \$3,314.65; Central States Wire Products, Bundling Wire \$2,090.25; Classic Convenience Inc, Fuel \$285.02; Coles Petroleum Products Inc, AV Gas \$35,129.59; Colonial Research Chem Corp, Mop \$82.05; Column Software PBC, Publications \$365.30; Designarc Group LLC, MMU Water Shop Remodel \$171.75; Elite Card Payment Center, Credit Card Purchases through 6/16/23 \$7,808.62; F & M Coop Oil Co, Fuel \$1,118.53; Fastenal Co, Safety Glasses \$76.89; Guardian Alliance Technologies Inc, Guardian Software Platform \$102.00; Hawkins Inc, Chemicals \$2,712.00; Josh's Tools LLC, Blow Gun \$101.20; Jung/Dustin, Meal Reimbursement \$6.00; KLJ Engineering LLC, MDS Taxilane/Road/Parking - Construction \$23,959.96; Lake County International Inc, Belt \$43.07; Lake Veterinary Clinic, Nexgard \$154.48; Lewis & Clark Regional Water Sys, June Fees \$270.00; Madison Ace Hardware, Backpack Sprayer/Tarp/Lightbulbs/Batteries, \$352.26; Madison Regional Health, ICC/DOT Examination \$125.00; Materese/James, Meal Reimbursement \$6.00; Omni Pro Software Inc, Load Management License/Tech Support \$3,080.00; Open Access Technology Int'l, AMI Dues and Subscriptions \$8,500.00; Reinicke Construction Inc, Black Dirt \$106.11; Remote Systems Integration, RSINet Data Service Qtr 2 \$180.00; Resykle LLC, 1" Square Tubing \$141.96; Robertson/Roger, Meal Reimbursement \$6.00; Runnings Supply Inc, Safety Glasses/Tools/Shop Supplies \$198.04; Same Day Express, Water Sample Delivery \$20.00; SD Dept of Revenue, Malt Beverage Renewal 2023-24 Gaylen's Popcorn \$150.00; SD Rural Water, Annual Dues \$1,240.00; Shpigler Consulting Inc, AMI - Professional Services \$6,998.20; Streichers Inc, Tactical Pouch \$27.00; Sturdevants Madison Inc, Door Handle \$15.99; Timmer Supply Co, Pipe Fittings \$99.66; USA Blue Book, Chemicals/Chlorine Kit \$1,360.49.

Bills for Ratification – June 22 – July 5, 2023

Allegra, Teen Summer Reading Books \$54.71; Alpha Media USA LLC, Advertising \$1,700.00; Amazon Capital Services Inc, Office Supplies \$706.23; Appeara, Mat Rentals \$237.23; AT & T Mobility, Service for Phones & Tablets \$2,361.82; Avera Medical Group, Drug Testing/Collection Fee \$222.00; Baker & Taylor, Books \$177.78; Bartels Cleaning Service, MMU Cleaning Services \$500.00; Basepoint Building Automations, Main Entry Exterior Door - Madison Public Library, \$1,130.94; Bergersen/Carsten, Classes at Community Center \$327.00; Blom/Jed, Meal Reimbursement \$28.00; Bluepeak, Phone & Internet \$3,812.97; Boyer Ford Trucks Inc, Solvent \$72.48, Bramble Park Zoo, Admission for Community Center OST \$672.00; Builders Firstsource, Concrete Mix \$26.45; Carquest of Madison, Paint Thinner \$58.99; Century Business Products Inc, Copier Contract \$233.48; Classic Convenience Inc, Fuel \$180.53; Clubhouse Hotel and Suites, Lodging for FO School \$1,201.54; Coles Petroleum Products Inc, Diesel/Jet Fuel \$36,406.74; Core & Main GP LLC, Hydrant Pumper/Kit/Meters \$12,159.05; Dahl/Kester, Part-Time Animal Control - June \$400.00; Dakota State University, April Work Orders/Printing/Postage \$2,601.55; Denne/Oakley, Meal Reimbursement \$7.00; DGR Engineering, Green Substation & MMU Generator Upgrade \$5,058.06; EmBe, WSI Training \$325.00; Environmental Products & Access, Parts \$244.42; Ethanol Products LLC, Chemicals \$2,576.00; Etterman Enterprises Inc, Grinding Wheel/Supplies \$351.58; F & M Coop Oil

Co, Fuel \$135.72; Fastenal Co, Hardware \$207.35; Fox Promo LLC, Clothing Embroidery \$138.00; G & R Controls Inc, Boiler Repairs/Inspection \$1,941.43; Great America Financial Svcs, Copier Lease \$714.39; Greater Madison Area Chamber, Qtr 3 Appropriation \$23,750.00; Hanco Corporation, Tire & Tire Patches \$234.18; Hasleton/Jared, Classes at Community Center \$334.00; Hawkins Inc, Chemicals \$2,605.50; Heiman Inc, Valves/Adapters \$1,611.36; Hydro Klean LLC, Televiser Lines \$6,195.82; Ingram Co, Books \$166.90; J H Larson Electrical Co, Super 33 Tape \$529.82; Jencks & Jencks PC, July Services/Contract \$5,500.00; Jordahl/Megan, Classes at Community Center \$280.00; Knowbuddy Resources, Books \$166.91; Kolorworks, Paint - Community Center \$104.07; Krug Products Inc, Hoses \$81.89; Lacle Equipment Inc, Broom \$1,397.06; Lake County International Inc, Sleeve/Hardware \$53.61; Lake County Treasurer, Fuel Usage \$242.76; Lake Veterinary Clinic, Services \$144.70; Lakeland Engineering Equipment, Slaker Solenoid \$212.38; Lewis Drugs Inc, Flowers/Fertilizer \$139.92; Library Ideas LLC, Books \$1,081.68; Madison Ace Hardware, Paint/Parts/Cut Off Wheel/Filters \$428.74; Madison Area Youth Baseball, Concession Items Reimbursement \$22.00; Madison Chiropractic Center, DOT Physical \$100.00; Madison Grocery Store Inc, Summer Program Groceries/Cake \$458.76; Madison Lawn Care Inc, Custom Lawn Mowing & Trimming/Summer Application \$357.23; Madison Regional Health, CPR/AED Education \$150.00; Marco Technologies, Lease Agreement \$285.47; Michael Johnson Construction, Sand \$329.35; Micromarketing LLC, Books \$218.12; MPower Technologies Inc, Customer Support Services \$2,402.40; Multipass-ID, RFID Terminal/Keyfobs/Reader \$3,202.02; Northern Truck Equipment Corp, Flange \$1,140.70; Northwestern Energy, Utilities \$120.69; O Reilly Automotive Inc, Filters/Turn Rotors \$115.96; OCLC Inc, Cataloging and Metadata Subscription \$385.42; Office Peeps Inc, Office & Janitorial Supplies/Copier Contract \$1,173.20; Ottoson/Curt, CDL \$33.00; Overdrive, Audiobooks \$134.39; PASQ, Strategic Planning/Consulting \$4,611.50; Pete Lien & Sons Inc, Chemicals \$5,142.08; Pitney Bowes Global Financial Services LLC, Equipment Lease \$237.09; Pitney Bowes Inc Reserve Account, Postage \$2,000.00; Porta Pros Inc, Toilet Rentals \$448.00; Prostrullo Auto Plaza Co, Brake Pads \$334.11; Pulltarps, Tarp \$2,320.09; Reinicke Construction Inc, Black Dirt \$686.17; Runnings Supply Inc, Shop & Animal Shelter Supplies/Chemicals/Parts/Rope \$589.82; Sanitation Products Inc, Parts \$630.80; SD Dept of Agriculture, Certification Exam \$60.00; SD Public Health Laboratory, Water Samples \$288.00; SDN Communications, Internet \$516.79; Siteone Landscape Supply LLC, Irrigation Parts \$511.72; Sodexo Inc & Affiliates, Pool Concessions \$3,358.53; Streichers Inc, Uniforms \$644.86; Stuart Irby Tool Co, 750cm 6 Hole Lug \$691.50; Sturdevants Madison Inc, Power Cord Reels/Brakes/Oil/Filters/Battery \$2,214.07; Sweetman Construction Co, Asphalt \$3,032.70; Talk The Tee, Decals \$25.00; Thein Well Co Inc, Pump & Well Inspection \$1,210.00; Timmer Supply Co, Filters/Irrigation Parts \$388.08; Utilismart Corporation, Utility Data/Device Manager and SmartMAP \$3,893.00; Verizon Wireless, ASP Cell Service \$113.38; Wesco Distribution Inc, Cree LED Lights \$15,720.00; Western Branch Martial Arts, May & June Classes \$252.00.

Payroll Bills for Ratification – June 23, 2023

Accounts Management Inc \$310.41; Health Pool of South Dakota \$41,506.97; IRS-EFTPS \$53,358.39; Office-Child Support Enforce \$1,463.50; SD Retirement System \$24,412.65; SD Retirement System \$28,589.95.

Personnel

Tighe, Samantha \$48,588.80, Recreation & Intramural Coordinator; Haslett, Rebecca \$10.81, Recreation Assistant; Hively, Wiatt \$28.90, Lineworker Apprentice; Lunde, Houston \$11.14, After School Program; Flanagan, Steven \$27.62, Police Officer; Reilly, Caileb \$10.81, Recreation Assistant; Brown, Ethan \$10.81, Climbing Wall; Hasleton, Grant \$13.72, MAC Lifeguard/WSI; Schultz, Mallorie \$14.51, MAC Lead Lifeguard; Hansen, Riki \$22.11, Heavy Equipment Operator; Williams, Andrew \$25.66, Police Officer.

Motion by Commissioner Dybdahl, Seconded by Commissioner Wire to Award Bid No. 924 – Furnishing Power Transformer – Green Substation to Pennsylvania Transformer Technology, Inc. (PTTI). Motion carried unanimously.

Motion by Commissioner Dybdahl, Seconded by Commissioner Wire to Approve Purchase of Land for New Restricted Use Site (RUS). Motion was approved 3-1 with a roll call vote (Commissioners Wire & Dybdahl and Mayor Lindsay – yay, Commissioner Shaw – nay, Commissioner Corbin, absent). Several members of the public shared concerns pertaining to the location, county road condition with additional traffic, and potential issues for the new site. Mayor Lindsay explained there are several other approval steps in this process.

Motion by Commissioner Wire, Seconded by Commissioner Dybdahl to Approve Name Change on TIF #3 Developer Agreement from PP6 to HME Companies, LLC. Motion carried unanimously.

Motion by Commissioner Dybdahl, Seconded by Commissioner Wire to Acknowledge Assignment and Assumption Agreement between HME Companies, LLC and Rural Electric Economic Development (REED). Motion carried unanimously.

Motion by Commissioner Wire, Seconded by Commissioner Dybdahl to Approve and Authorize Mayor to Sign Tax Increment District Number Five Developer Agreement with Trojan Village, LLC. Motion carried unanimously.

Motion by Commissioner Dybdahl, Seconded by Commissioner Wire to Approve and Authorize Mayor to Sign Change Order No. 6 – NW 9th St/Union Ave Reconstruction. Motion carried unanimously.

Motion by Commissioner Wire, Seconded by Commissioner Dybdahl to Approve Contract with GeoTek for Construction Materials Testing Services – City Administration Building. Motion carried unanimously. The contract is in the amount of \$18,750.

City Administrator Berreth provided an update on construction of the City Administration Building, including options for brick versus sandblasted surface. There are cost savings with the sandblasted surface of approximately \$90,000, plus the project could start this fall. Per direction of the Commission, the City will proceed with the sandblasted surface.

Director of Engineering and Community Development, Ryan Hegg, provided an update on various projects throughout the City of Madison. The City is working on completion of water connections/hydrants, sanitary sewer installations, utility connections, roadway re-construction, sidewalk replacements, driveway replacements, ADA ramps, and other miscellaneous items. Properties have been seeded, although may have to be re-seeded later. Final project completion date is early October.

Public Comments were received from Roger Olson regarding the re-seeding on Prairie Avenue. He shared concerns about the quality of the work and issues with weeds. Director Hegg shared information on the seeding timeline and the City's intent to follow-up on this issue with the contractor. Jim Casanova also shared comments about the remaining signage and sandbags at various completed construction projects. Director Hegg shared that state water and erosion plans require that items remain in place until the project is fully complete. The traffic subcontracting company is responsible for the signage and sandbags.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting: Due to the holiday and per the earlier motion, the next meeting will be held **Monday, July 24th at 5:30 pm.**

Motion by Commissioner Wire, seconded by Commissioner Dybdahl to Adjourn at 7:00 pm. Motion carried unanimously.

/s/Sonya Wilt

Finance Officer

Published once at the approximate cost of \$__.

CITY OF MADISON
PERSONNEL
July 2023

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Misar, Kylee	7/3/23		PT<20		10.81	Daycare Assistant
Hawkes, Aaron	7/16/23	TEMP	TEMP	13.72	14.51	MAC Lead Lifeguard

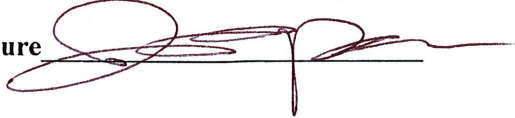
PEDDLERS LICENSE APPLICATION

City of Madison
116 W. Center
Madison, SD 57042
(605) 256-7500

Date 7/14/23

Company Name JD Midwest Solutions Phone # 605-271-5415
Home Office Address 629 S Minnesota Ave State Sales Tax 1039-1764-ST
Sioux Falls
Regional Office (if applicable) _____ Phone # _____
Immediate Supervisor's Name Justin Polak Phone # 

Seller's Name Justin Polak
Seller's Driver's License # 02373937 State SD
Local or Area Address 5740 E Red Oak Dr #9 Phone # 652-270-5366

Seller's Signature 

Seller's Name _____
Seller's Driver's License # _____ State _____
Local or Area Address _____ Phone # _____

Seller's Signature _____

Seller's Name _____
Seller's Driver's License # _____ State _____
Local or Area Address _____ Phone # _____

Seller's Signature _____

Products to be sold
(Describe) Ring Vacuum

This license is not an endorsement of said products, but merely indicates that said representatives of above indicated company have complied with all State and Local Laws. A fee of \$25.00 per day shall be paid before any license for sales of products is authorized and said license must be approved by the City Commission.

For Office Use Only

Receipt No. _____ Date _____ Amount \$ _____
(101.3200.3241)

JD_Enterprises@aol.com

South Dakota
USA SD

DRIVER LICENSE

Ad LIC. NO. **02373937** 4a ISS **10/06/2022**
DOB **10/30/1997** 4b EXP **10/30/2027**

1 **POLAK**
2 **JUSTIN JAMES**

3 **5740 E RED OAK DR APT 9**
SIOUX FALLS, SD 57110-4032

8 **CLASS 1** 9a END **NONE** 15 SEX **M**

12 **RESTRICTIONS NONE**

16 HGT **5'-06"** 17 WGT **150 lb** 18 EYES **GRN**

5 **DD 02373937202210061331032**

♥DONOR





TO: Mayor/Commissioners
FROM: Jameson Berreth
DATE: 07-24-2023
RE: Declare as Surplus Property

Residential home – 505 S Highland Ave \$ _____
(includes any applicable sales tax)

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

Roy Lindsay

Jayson Limmer

Sarah Cronin

RESOLUTION NO. 2023-18

A RESOLUTION TO APPROVE A PLAT

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

That the plat Tract A of Kinney's Subdivision of the Northwest Quarter (NW1/4) of Section 5, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

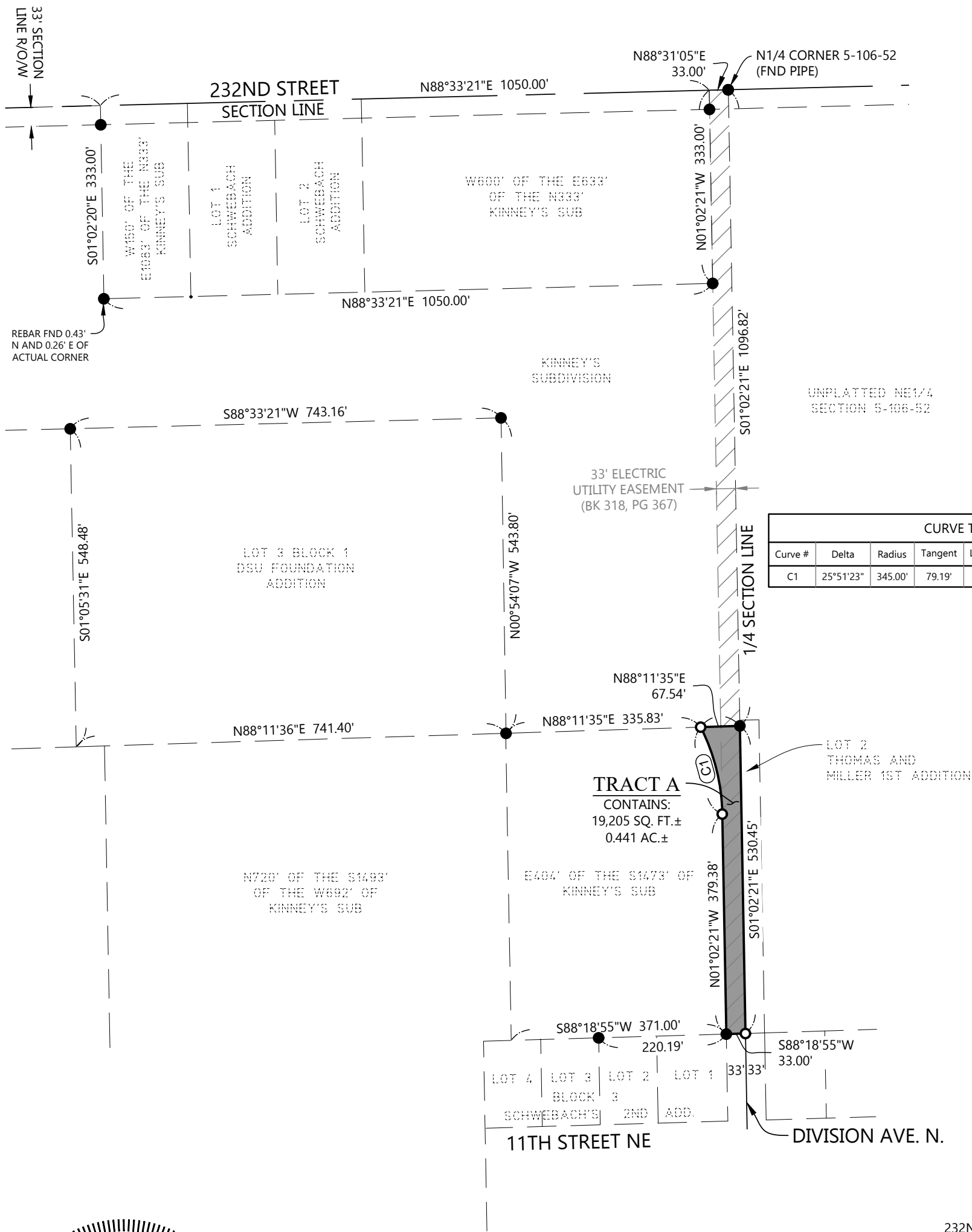
Dated this __ day of July, 2023.

CITY OF MADISON

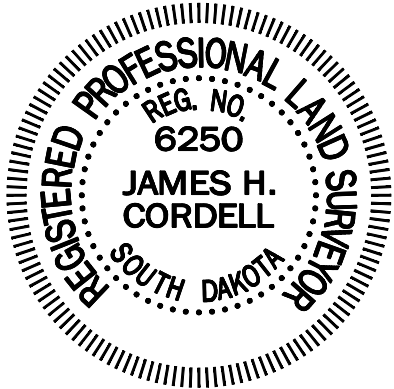
Mayor

ATTEST: _____
Finance Officer

PLAT OF
TRACT A OF KINNEY'S SUBDIVISION
OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 5, TOWNSHIP 106 NORTH, RANGE 52 WEST
OF THE 5th P.M., LAKE COUNTY, SOUTH DAKOTA



CURVE TABLE						
Curve #	Delta	Radius	Tangent	Length (L)	Length (C)	Chord Direction
C1	25°51'23"	345.00'	79.19'	155.69'	154.37'	N13°58'01"W

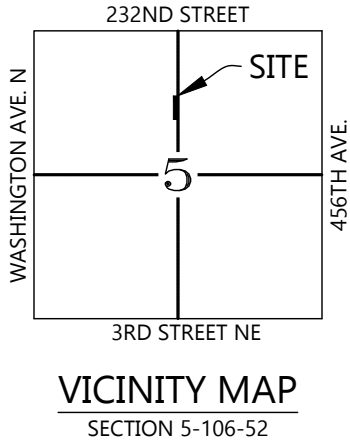
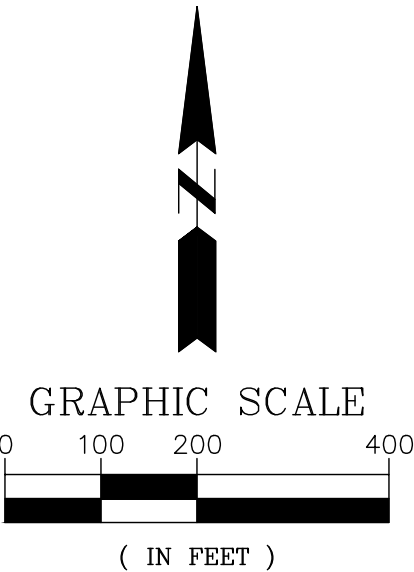


Notes:
The bearing system for this plat is based on the UTM Zone 14 North.

This plat was prepared without the benefit of a title commitment.

Legend

- - Denotes 5/8 inch by 18 inch rebar set and marked by License No. 6250
- - Denotes found monument



Total Area Surveyed:
0.441 Acres ±

Sayre
Associates

216 S. Duluth Avenue • Sioux Falls, SD 57104
Phone: (605) 332-7211

Engineers • Surveyors

PLAT OF
TRACT A OF KINNEY'S SUBDIVISION
OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 5, TOWNSHIP 106 NORTH, RANGE 52 WEST
OF THE 5th P.M., LAKE COUNTY, SOUTH DAKOTA

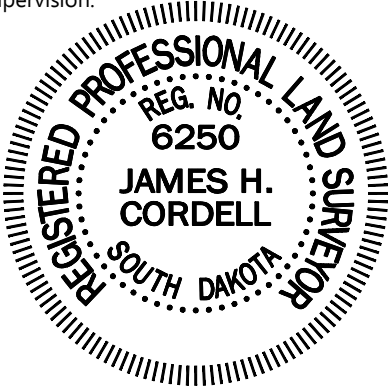
SURVEYOR'S CERTIFICATE

I, James H. Cordell, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I did on or before July 7, 2023, survey and plat a part of the East 404 feet of the South 1473 feet of Kinney's Subdivision of the Northwest Quarter (NW1/4) of Section 5, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota, into a tract as shown. The same shall hereafter be known and described as **Tract A of Kinney's Subdivision of the Northwest Quarter (NW1/4) of Section 5, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota.**

I further certify that to the best of my knowledge the plat correctly represents the same, is true and correct and that it was made under my direct supervision.

Dated this ____ day of _____, 20____.

SD Registered Land Surveyor No. 6250



OWNER'S CERTIFICATE OF COMPLIANCE

I, Linda Klosterman, do hereby certify that I am the sole, absolute, and unqualified owner of all land included in the above plat and that said plat has been made at my request and in accordance with my instructions for the purpose of transfer, and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations as well as all water pollution prevention control rules, codes and laws. This parcel of land is free from any encumbrances.

I hereby dedicate to the public for public use forever the streets, roads and alleys, parks and public grounds, if any, as shown on said plat, including all sewers, culverts, bridges, water distribution lines, sidewalks and other improvements on or under the streets, alleys, parks and public grounds whether such improvements are shown or not. I also hereby grant easements to run with the land for water, drainage, sewer, gas, electric, telephone or other public utility lines or services under, on or over those strips of land designated hereon as easements.

On my behalf as the owner and also binding on behalf of future successors and assigns, I hereby waive any rights of protest to any special assessment program which may be initiated by the City for the purpose of installation of improvements required by the Subdivision Ordinance of the City of Madison.

I do hereby certify that this replat will not place any existing lot or building in violation of any applicable ordinance, code, regulation, or law including but not limited to zoning, building, subdivision, and flood prevention.

I further certify that this platting of said described Tract A of Kinney's Subdivision of the Northwest Quarter (NW1/4) of Section 5, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota, does hereby vacate the following platting: a part of the East 404 feet of the South 1473 feet of Kinney's Subdivision of the Northwest Quarter (NW1/4) of Section 5, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota, said plat on file at the Register of Deeds office in Book 2 of Plats, page 100. Said plat, hereby vacated, is situated within Tract A of Kinney's Subdivision of the Northwest Quarter (NW1/4) of Section 5, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota, as surveyed.

Dated this ____ day of _____, 20____.

Owner:

Linda Klosterman

STATE OF SOUTH DAKOTA)

§
COUNTY OF _____)

On this ____ day of _____, 2023, before me, the undersigned officer, appeared Linda Klosterman, known to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the purposes therein contained.

In witness thereof, I have hereunto set my hand and official seal.

My commission expires: _____

Notary Public, _____ County, South Dakota

CITY ENGINEER'S CERTIFICATE

I, _____, City Engineer of the City of Madison, do hereby certify that this plat has been reviewed by me or my authorized agent and that this plat is recommended for approval by the City Commission.

Signed on this ____ day of _____, 20____.

City Engineer, Madison, South Dakota

PLANNING COMMISSION CERTIFICATE

Approval of the plat of Tract A of Kinney's Subdivision of the Northwest Quarter (NW1/4) of Section 5, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota, is hereby granted by the City Planning Commission on this ____ day of _____, 20____.

Chair, City Planning Commission

CITY COMMISSION APPROVAL

Resolution Number _____

Be it resolved by the City Commission of the City of Madison, that the plat of Tract A of Kinney's Subdivision of the Northwest Quarter (NW1/4) of Section 5, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

Adopted this ____ day of _____, 20____.

Mayor, City of Madison

Attest: _____
City Finance Officer

CITY FINANCE OFFICER'S CERTIFICATE

I, _____, the duly appointed, qualified and acting City Finance Officer of the City of Madison, South Dakota hereby certify that I have compared the copy of the foregoing Resolution No. _____ with the original as contained in the minutes of the said board of City Commissioners for the meeting of said board held on the ____ day of _____, 20____, and that the foregoing is a true and correct copy of said resolution and that the same has not been altered, modified, or amended, on this ____ day of _____, 20____.

City Finance Officer, Madison, South Dakota

COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Lake County, South Dakota, do hereby certify that all taxes which are liens upon any land included in the above (and the foregoing) plats, as shown by the record of my office, have been fully paid.

Dated this ____ day of _____, 20____.

Treasurer, Lake County, South Dakota

DIRECTOR OF EQUALIZATION

I, Director of Equalization of Lake County, South Dakota, do hereby certify that a copy of the above plat has been filed at my office.

Director of Equalization, Lake County, South Dakota

REGISTER OF DEEDS

Filed for record this ____ day of _____, 20____, at ____ o'clock, ____m., and recorded in Book ____ of Plats on Page ____.

Register of Deeds, Lake County, South Dakota

**APPLICATION FOR A TEMPORARY
ALCOHOL LICENSE**

**City of Madison
116 W. Center Street
Madison SD 57042**

Date 7-7-2023

Honorable Mayor
City Commissioners
Madison, South Dakota

I herewith submit my application for a temporary alcohol license for the date of
July 25, August 1, 8, 15, 22, 2023.

Location 100 block of N & S Egan Ave

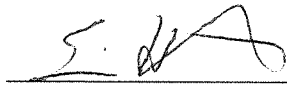
Fee per license: \$5.00

Enclosed is a check in the amount of \$ _____ to cover said fee.

Greater Madison Area Chamber of Commerce
Name of Firm, Corporation or Partnership Making Application

Greater Madison Area Chamber of Commerce
Name of Organization, Person or Firm Holding the Event

315 S. Egan Ave Madison 57042
Street Address City Zip Code


Signature of Applicant

7-7-2023
Date

For Office Use Only

Receipt No. 101.3200.3261 Date _____ Amount \$ _____

ORDINANCE NO. 1659

AN ORDINANCE TO AMEND CHAPTER 34 SOLID WASTE

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

That Chapter 36, Article IV, Division 2 – Snow Removal of the Revised Ordinances of the City of Madison be amended to read as follows:

Chapter 34 SOLID WASTE

ARTICLE I. IN GENERAL

Secs. 34-1—34-18. Reserved.

ARTICLE II. LITTERING

Sec. 34-19. Prohibited generally.

It shall be unlawful for any person to throw, drop, cast, or deposit upon any street, alley, sidewalk or any yard or premises, public or private, any filth of any kind, or cans, paper, trash, paper containers, rubbish, bottles or any other form of litter or waste matter.
(Code 1979, § 9-23)

Sec. 34-20. Duty of business owner, occupants.

- (a) Generally. The owner or occupant of any store or other place of business situated within the City shall exercise reasonable diligence at all times to keep the owner's or occupant's premises clean of wastepaper, wrapping paper, paper napkins, cartons, package containers and other used or waste materials thrown or left on said premises by its customers, and to take reasonable measures to prevent same drifting or blowing to adjoining premises.
 - (b) Receptacles. Receptacles of sufficient size and number shall be placed on the premises accessible to the customer of such business where the above referred to articles of waste may be disposed of.
- (Code 1979, § 9-24)

Sec. 34-21. Duty of customer.

It shall be unlawful for any customer going upon the premises of another to dispose in any manner of wastepaper, wrappings paper, paper napkins, carton, package containers and other used or waste materials except in receptacles provided for such purposes.
(Code 1979, § 9-25)

Secs. 34-22—34-45. Reserved.

ARTICLE III. COLLECTION AND DISPOSAL

DIVISION 1. GENERALLY

Sec. 34-46. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulky items mean large items such as white goods or furniture.

Composting means the controlled biological decomposition of the organic portion of solid waste in a manner resulting in an innocuous final product that may be applied to land for the purposes of soil conditioning.

Construction and demolition debris means waste building materials resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures.

Disposal means the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste into or on the land so that the solid waste or any of its constituents may enter the environment, be discharged to any waters, including groundwater, or be emitted into the air.

Garbage means solid and semi-solid putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving, and consuming of food or of material intended for use as food, and all offal, excluding useful industrial byproducts, from all public and private establishments and from all residences.

Handheld electronics means cell phones, pagers, personal digital assistants, handheld video games, calculators, small MP3 players, small compact disc players, small cassette players, small radios, small walkie-talkies, and digital and electronic cameras.

Household waste means solid waste derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas, but not waste from commercial activities that is generated, stored, or present in a household.

Large electronics means desktop and laptop computers, monitors, mainframe computers, battery backup uninterruptible power supplies, printers, scanners, copy machines, fax machines, televisions, video cassette recorders, laser disc players, digital video disc players and stereo receivers.

Processing means an operation designed to transfer, shred, grind, bale, compact, salvage, separate, incinerate, reclaim or provide other treatment of solid waste.

Recyclable materials mean any materials or products that may be readily separated from the solid waste stream and may be used or reused as a substitute for raw materials or other items, including, but not limited to; aluminum, paper, plastic, tin, and steel

Recreational fire means any fire other than the fire described as a rubbish fire or incinerator, including, but not limited to, fireplaces, grills, fire pits, other burning apparatus approved by underwriter's laboratory and fueled by wood, wood pellets, grain, newspaper, natural or propane gas or any other combustible material used in the preparation of food or enjoyment of an open flame.

Refuse means all bulky items, construction and demolition debris, garbage, household waste, rubbish, rubble, sludge, trees, waste tires, yard waste.

Residential dwelling means any single independent family unit, irrespective of the number of persons constituting such family, but shall not include a situation where one or more independent families may be living together in any single residence or abode, but in such situation, each of such independent families shall be deemed and regarded as a separate and distinct family domestic unit. Each independent family unit living in multiple dwelling residences, apartment houses or any type of residence, including mobile homes, shall each be deemed a family domestic unit for the purpose of this article. A rooming house that supplies lodging for hire and which does not serve meals shall be deemed a family domestic unit for the purpose of this article. Each dwelling unit contains one and only one set of kitchen facilities.

Restricted Use Facility means a permitted solid waste disposal site that receives certain non-putrescible waste limited to trees, construction/demolition debris, wood products and similar type wastes and furthermore permits the temporary storage waste tires. Construction/demolition debris shall be limited to waste building materials resulting from construction activities, remodeling work and demolition operations of houses, buildings, and other similar type structures.

Rubbish means all combustible inorganic refuse matter, such as papers, rags, originating from the ordinary household.

Rubble means stone, brick, concrete, or similar inorganic material, excluding ash, waste tires, and asbestos containing waste materials.

Sludge means the accumulated semi-solid mixture of solid wastes and water, oils, or other liquids.

Solid waste means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded materials, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, and agricultural operations, and from community activities, but does not include mining waste in connection with a mine permitted under SDCL Title 45, hazardous waste as defined under SDCL Ch. 34A-11, solid or dissolved materials in domestic sewage or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended to January 1, 2011, or source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended to January 1, 2011.

Trees means trunks, limbs, stumps, shavings or branches from trees or shrubs.

Waste tires means tires that are no longer suitable for their original intended purpose because of wear, damage, or defect.

White goods means discarded refrigerators, ranges, washers, water heaters and other similar domestic and commercial appliances.

Yard waste means yard clippings, leaves, and garden waste.

(Code 1979, § 9-1; Ord. No. 1141, 10-26-1992; Ord. No. 1356, 7-26-2004; Ord. No. 1382, 7-25-2005)

Sec. 34-47. Deposits or storage generally.

- (a) It shall be unlawful for any person to deposit or cause to be deposited any refuse material in or upon any park, street, alley, gutter or in or upon any other private or public property within the City or upon any property on the route between the City and Restricted Use Site.
- (b) It shall be unlawful to store, deposit or keep such material where rats could breed or have access thereto or feed thereon.
- (c) It shall but unlawful for any occupant, owner, or manager of any dwelling, house, apartment, facility, construction site or business to deposit any material in public dumpster or receptacle(s) in leu of employing the services of a licensed hauler. Any person or party violating this article shall be subject to both criminal and civil sanctions. The City, at its election, may either proceed criminally for a violations of this article with a maximum punishment as provided by ordinance.

(Code 1979, § 9-2; Ord. No. 1141, 10-26-1992)

Sec. 34-48. Containers generally.

The occupant, owner, or manager of every dwelling hiring the City for solid waste removal must use a City issued garbage cart either in the size of 65 gallon or 95 gallon, or any combination thereof.

(Code 1979, § 9-3; Ord. No. 1141, 10-26-1992)

Sec. 34-49. Placement of containers – For City customers

- (a) All City refuse containers placed for collection shall be placed at a distance within three (3) feet from the curb or alley adjacent to the premises. All collection points will be determined by the Solid Waste Department.
- (b) In any event the containers shall be located at ground level, except as otherwise provided.
- (c) All City containers must be set out by 7:00 a.m. on the scheduled collection day. There are no set times for collections. If carts are set out late, it will not be collected until the following collection date.
- (d) Carts must be easily accessible, being clear of snow, yard waste, and/or debris of any kind.

(Code 1979, § 9-5; Ord. No. 1141, 10-26-1992)

Sec. 34-50. Collection and disposal generally.

The City shall provide for the collection and disposal of garbage, rubbish, household waste from residential dwelling units and businesses. Brush and garden waste, yard waste, rubble and construction demolition debris, white goods and waste tires will not be collected by the City except as hereinafter designated but may be deposited in the restricted use site, yard waste site or designated location upon the payment of the required fee.

(Code 1979, § 9-6; Ord. No. 1141, 10-26-1992)

Sec. 34-51. Preparation of refuse for collection.

- (a) All garbage, rubbish and household waste material placed for City collection shall be well drained and wrapped before placing in garbage containers. Rubbish and waste materials shall be placed in plastic bags to be easily collected and disposed of.
- (b) All garbage, rubbish and household waste materials must fit inside the refuse cart so that the cover is closed completely.

(Code 1979, § 9-7; Ord. No. 1141, 10-26-1992)

Sec. 34-52 Frequency of collection.

The collection and disposal of garbage, rubbish, and household waste from residential dwelling units by the City shall be once weekly.

(Code 1979, § 9-8; Ord. No. 1141, 10-26-1992)

Sec. 34-53. Enforcement, rules, and regulations.

The operation and enforcement of this article shall be vested in the Solid Waste Department. It shall have the right to promulgate rules and regulations for the carrying out of the intents and purposes of this article.

(Code 1979, § 9-9; Ord. No. 1141, 10-26-1992)

Sec. 34-54. Where material collected may be disposed of.

No refuse collected for disposal shall be deposited in any place except such as shall be designated by the Board of Commissioners and/or the Solid Waste Department.

(Code 1979, § 9-10; Ord. No. 1141, 10-26-1992)

Sec. 34-55. Burning.

- (a) The burning of any material is prohibited within the City, unless authorized by ordinance.
- (b) The burning of refuse, as defined in Section 34-46, is hereby specifically prohibited.
- (c) Controlled, enclosed incinerators, for the burning of waste materials that are approved by the State pollution control agency are hereby authorized provided approval is in writing and a copy thereof is on file with the City.
- (d) Recreational fires, as defined in Section 34-46, are permitted within the City, provided the following requirements are met:
 - (1) If the recreational fire is contained within a structure, equipment or apparatus approved by Underwriter's Laboratory as safe for the conduction of said activity or by the Fire Chief, such recreational fire may be within ten feet of a structure and upon a deck or patio.
 - (2) Shovels, garden hose, or fire extinguisher with a minimum of a 4-A rating shall be readily available for use of fire extinguisher equipment required by this section. Such attendant shall supervise the recreational fire until such fire has been extinguished.
 - (3) The Fire Chief is authorized to require a recreational fire be immediately extinguished if in the opinion of the Fire Chief the fire constitutes a hazardous condition.

(Code 1979, § 9-11; Ord. No. 1141, 10-26-1992; Ord. No. 1381, 7-25-2005)

Sec. 34-56. Monthly fee for residential dwelling units.

- (a) User charges for residential consumers using the municipal services of collection and disposal of refuse shall be established by resolution unless required to be set by ordinance and billed on a monthly basis.
- (b) The 65-gallon and 95-gallon garbage carts shall be furnished by and remain the property of the City. The consumer shall be responsible for the loss, damage or destruction of the carts or failure to return the carts upon termination of service to the City. The consumer's utility account will be assessed for the loss, damage or destruction or failure to return the carts.

(Code 1979, § 9-12; Ord. No. 1141, 10-26-1992; Ord. No. 1354, 7-26-2004; Ord. No. 1373, 5-2-2005; Ord. No. 1417, 12-4-2006; Ord. No. 1471, 11-24-2009; Ord. No. 1501, 11-21-2010; Ord. No. 1522, 12-5-2011; Ord. No. 1526, 1-30-2012; Ord. No. 1533, 11-26-2012; Ord. No. 1553, 12-30-2013; Ord. No. 1587, 11-21-2016; Ord. No. 1598, 11-13-2017)
State law reference(s)—Fees authorized, SDCL 34A-6-29.

Sec. 34-57. Garbage pickup required.

Any occupant, owner, or manager of every dwelling, house, apartment, facility, construction site and every place of business are required to employ the services of a licensed garbage hauler to pick up and dispose of garbage, rubbish, or waste materials. Any person or party violating any of the provisions of this article shall be subject to both criminal and civil sanctions. The City, at its election, may either proceed criminally for a violation of this article with a maximum punishment as provided by ordinance for each day the violation exists, and the City may, at its option, cause the garbage, rubbish, or waste material to be collected and disposed of by the City and to bill the cost and expense of such pickup and disposal to the property owner at such cost or rates as may be established from time to time by the City by resolution.
(Code 1979, § 9-13; Ord. No. 1141, 10-26-1992; Ord. No. 1327, 12-30-2002)

Sec. 34-58. Collection of fees.

The monthly fees for garbage and trash collection by the City shall be incorporated and made a part of the monthly billing for utility services furnished by the City.
(Code 1979, § 9-14; Ord. No. 1141, 10-26-1992)

Sec. 34-59. Collection of fees, disposal of motor vehicle tires.

The City shall collect a fee as established by resolution unless required to be set by ordinance, for each passenger car tire, light truck tire, semi-truck tire, and tractor tire delivered to the restricted use site by commercial haulers, private haulers or persons, resident or nonresident alike.
(Code 1979, § 9-15; Ord. No. 1141, 10-26-1992; Ord. No. 1617, 11-18-2019; Ord. No. 1647, § 2, 4-4-2022)
State law reference(s)—Disposal fees authorized, SDCL 34A-6-1.38.

Sec. 34-60. Certain materials prohibited.

It shall be unlawful to combine or mix any tree, brush and garden waste, yard waste, rubble and construction debris, white goods, or hazardous waste to include but not limited to waste oil, paints, stains or vehicle batteries within garbage or rubbish.
(Code 1979, § 9-16; Ord. No. 1141, 10-26-1992)

Sec. 34-61. Disposal of certain materials.

All trees, brush and garden waste, yard waste, rubble, and construction debris shall be disposed at sites approved by the City for the disposal of particular materials.
(Code 1979, § 9-17; Ord. No. 1141, 10-26-1992)

Sec. 34-62. Electronics.

It shall be unlawful to combine, mix or dispose of any large electronics and handheld electronics within garbage or rubbish either through the solid waste collection system or at the restricted use site.

(Code 1979, § 9-21; Ord. No. 1356, 7-26-2004)

Secs. 34-63—34-84. Reserved.*DIVISION 2. RESTRICTED USE SITE***Sec. 34-85. Generally.**

- (a) The City shall operate a restricted use site as defined by this division. The hours of operation shall be determined by the Solid Waste Director.
- (b) Disposal at the restricted use site shall be limited to those items and under the terms and conditions as set forth in the definition for restricted use site and by the Solid Waste Director.
- (c) The fee for use of the restricted use site shall be established by resolution unless required to be set by ordinance for residential and commercial consumers using the municipal restricted use site.

(Code 1979, § 9-20; Ord. No. 1141, 10-26-1992)

Sec. 34-86. Removal of material.

It shall be unlawful for any person to remove or cause to be removed from the restricted use site any article or material of any kind after the same has been deposited there.

(Code 1979, § 9-38; Ord. No. 751, § 10, 6-18-1973; Ord. No. 1301, 8-14-2000)

Sec. 34-87. Fees.

- (a) Fees for hauling by pickup or any other means shall be established by resolution unless required to be set by ordinance for residential and commercial consumers using the municipal restricted use site; said fees to be collected on site or invoiced by request.
- (b) The Solid Waste Department shall keep accurate records of all refuse accepted at the site and fees collected and invoiced and shall at the end of each month and forward said records and fees to the Finance Office.

(Code 1979, § 9-40; Ord. No. 751, § 13, 6-18-1973; Ord. No. 852, 7-10-1978; Ord. No. 980, 1-23-1984; Ord. No. 997, 2-11-1985; Ord. No. 1020, 9-30-1985; Ord. No. 1036, 10-14-1986; Ord. No. 1061, 11-30-1987; Ord. No. 1588, 11-21-2016; Ord. No. 1617, 11-18-2019; Ord. No. 1647, § 2, 4-4-2022)

State law reference(s)—Disposal fees authorized, SDCL 34A-6-1.38.

Sec. 34-88. Hours of Operation.

Hours of operations at the restricted use site shall be set by the Solid Waste Director based on need, staffing, weather conditions, and/or site conditions.

(Code 1979, § 9-41; Ord. No. 751, § 18, 6-18-1973; Ord. No. 910, 3-10-1980; Ord. No. 1092, 8-14-1989)

Sec. 34-89. Use of firearms.

It shall be unlawful for any person to discharge or cause to be discharged any firearms within the confines of the restricted use site.

(Code 1979, § 9-42; Ord. No. 751, § 16, 6-18-1973)

Sec. 34-90. Fences and gates.

(a) The restricted use site shall be fenced with woven wire capable of holding loose material which can be or is liable to be carried by the wind outside the area prior to compaction and earth covering.

(b) Proper gates shall be placed in said fence for the proper use of said grounds and said gates shall be kept locked at all times except when it is necessary to use said site.

(Code 1979, § 9-43; Ord. No. 751, § 17, 6-18-1973)

Sec. 34-91. Disposal of hazardous, toxic, and special wastes.

No person shall dispose of any hazardous, toxic, or special waste at the restricted use site.

(Code 1979, § 9-63; Ord. No. 1099, 5-14-1990; Ord. No. 1647, § 2, 4-4-2022)

Secs. 34-92—34-114. Reserved.

DIVISION 3. COMMERCIAL HAULERS

Sec. 34-115. Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial garbage hauler means any individual, corporation, organization, or business that collects or transports any type of solid waste for other parties. Entities which transport their own solid waste, and entities which transport waste solely for reuse or recycling but not for disposal, are not included in this definition.

Commercial garbage hauler license means a license issued by the Board of Commissioners under the terms of this division.

License holder or *licensee* means any commercial garbage hauler which holds a Commercial Garbage Hauler License.

Rate structure means the structure of charges made by a Commercial Garbage Hauler to its customers. The term "rate structure" is not intended to include the level of the rates charges; rather, it is intended to include the overall structure of the rates charged. This term is intended to refer to the relationship between rates charged by a particular hauler to different customers, and/or for different volumes of waste, and/or for different types of waste.

Solid waste means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded materials, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, and agricultural operations, and from community activities, but does not include mining waste in connection with a mine permitted under SDCL Title 45, hazardous waste as defined under SDCL Ch. 34A-11, solid or dissolved materials in domestic sewage or dissolved materials in irrigation

return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended to January 1, 2011, or source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended to January 1, 2011.

Volume based means the property of providing financial incentives to encourage source reduction, reuse, and recycling. Specifically, the term "volume based" refers to garbage collection rate structures which provide for user fees which increase as the volume of waste collected increases.

(Code 1979, § 9-55; Ord. No. 1185, 10-20-1994)

Sec. 34-116. License required.

It shall be unlawful for a commercial garbage hauler to use the streets or roads within the City for the collection, removal, or disposal of any solid waste, without first having obtained a Commercial Garbage Hauler License from the Board of Commissioners.

(Code 1979, § 9-56; Ord. No. 1185, 10-20-1994)

State law reference(s)—Authority to require license, SDCL 34A-6-29.

Sec. 34-117. Application for license.

The form for application for a Commercial Garbage Hauler License and renewal thereof, as required by the provisions of this division, shall be available from the Municipal Finance Officer. Upon completion of the application, the applicant shall return it to the Municipal Finance Officer for review. For an application to be considered complete, the applicant must also submit:

- (1) Proof of certification by the approved landfill that the applicant will be allowed to deposit solid waste collected from the City in the approved landfill.
- (2) Proof of insurance coverage, as described in the Performance Standards (Section 34-125(5));
- (3) Proposal rate structure, as described in the Performance Standards (Section 34-125(7));
- (4) Payment of an application fee shall be established by resolution unless required to be set by ordinance for either a new license or a renewal.

(Code 1979, § 9-57; Ord. No. 1185, 10-20-1994; Ord. No. 1647, § 2, 4-4-2022)

State law reference(s)—Authority to require fee, SDCL 34A-6-29.

Sec. 34-118. Approval of application by governing body required prior to licensure.

Before any Commercial Garbage Hauler License shall be issued, renewed, or transferred under the provisions of this division, the Board of Commissioners must approve the Application for License. The Board of Commissioners may require the applicant to furnish additional information related to the provisions of this division, prior to approval of an application. Upon approval of the application, the Municipal Finance Officer shall issue a Commercial Garbage Hauler License to the applicant. Once issued, licenses shall be conditional upon the license holder complying with the Performance Standards in Section 34-125.

(Code 1979, § 9-58; Ord. No. 1185, 10-20-1994)

Sec. 34-119. Duration of license.

Upon approval, a Commercial Garbage Hauler License shall be valid until the end of the calendar year for which it has been approved. Except in cases of renewal (Section 34-123) or transfer (Section 34-124), no such license shall be valid for more than one calendar year. Sale of

a business holding a Commercial Garbage Hauler License shall render such license invalid immediately upon consummation of the sale, unless said license is transferred under the provisions of Section 34-124.

(Code 1979, § 9-59; Ord. No. 1185, 10-20-1994)

Sec. 34-120. Covering vehicles.

It shall be unlawful for a commercial, non-commercial or private hauler to haul refuse in a truck or trailer, unless the same is covered so that the refuse will not be strewn along the streets and alleys of the City or the roadway to the sanitary landfill.

(Code 1979, § 9-60; Ord. No. 751, § 8(C), 6-18-1973; Ord. No. 1204, 7-8-1995)

Sec. 34-121. Revocation of license.

The Board of Commissioners may, after a hearing affording due process, revoke or suspend any license issued pursuant to the provisions of this division for the violation by the licensee or the licensee's employees of any of the applicable provisions of this division.

(Code 1979, § 9-62; Ord. No. 751, § 8(A), (D), 6-18-1973)

Sec. 34-122. Renewal of license.

A holder of a currently valid Commercial Garbage Hauler License may apply for renewal of such license in the same manner of application described in Section 34-117.

(Code 1979, § 9-64; Ord. No. 1185, 10-20-1994)

Sec. 34-123. Transfer of license.

A holder of a currently valid Commercial Garbage Hauler License, in conjunction with a party wishing to receive such a license, may apply for transfer of such license in the same manner of application described in Section 34-117. In such cases, the payment of the applicable fee shall be the responsibility of the party to receive the transferred license. For an application for a transfer to be considered complete, the signatures of an authorized representative from each party must be presented on the application form.

(Code 1979, § 9-65; Ord. No. 1185, 1-20-1994)

Sec. 34-124. Performance standards.

For any Commercial Garbage Hauler License to be effective, the holder of such license shall comply with the following performance standards:

- (1) Random load inspections. License holders will be held accountable by the approved landfill rules and regulations including but not limited to random load inspections. No holder of a Commercial Garbage Hauler License shall violate any rule or policy established by the approved landfill. License holders are required to forward reports of landfill rule violations to the Finance Officer of Madison within 15 days of said violation.
- (2) Minimum design requirements for equipment. All solid waste collection or transportation equipment operated by license holders are required to meet the following standards:
 - a. Vehicles shall be watertight.
 - b. Vehicles shall be covered, with no openings which would allow the contents to escape.
 - c. Vehicle boxes shall be of all metal construction and shall have metal doors which shall be in a closed position whenever the vehicle is in motion.

- d. Containers must be attached or bolted to the frame when in transport.
 - e. All vehicles and containers must be manufactured or designed for hauling solid waste.
 - f. Vehicles and containers shall be thoroughly washed as directed by the City, as may be necessary to keep vehicles and containers in proper sanitary condition.
 - g. Vehicles shall be loaded so that solid waste does not spill out, fall out, blow out or otherwise leave the vehicle or container while it's collecting or transporting solid waste.
- (3) Frequency of collection. Each holder of a Commercial Garbage Hauler License shall collect solid waste from its customers at least once per week. In cases where a customer of a license holder produces a type or quantity of solid waste which requires more frequent collection to protect public health, sanitation, or safety, the City may direct the license holder to collect solid waste from the particular customer on a more frequent basis.
- (4) For any other licensed hauler within the City of Madison, the occupant, owner, or manager of every dwelling, house, apartment, or construction site and of every place of business and building shall provide a suitable, watertight container provided with bails, ties or handles to receive all refuse which may accumulate between the times of collection. Said containers shall have a capacity of not less than ten gallons or more than 95 gallons, or appropriate dumpsters.
- (5) All licensed haulers should provide customers with recycling collection at least twice a month.
- (6) Insurance required. Proof of insurance must be provided along with the application for a Commercial Garbage Hauler License.
- a. Such insurance shall protect against loss from the following:
 - 1. Liability imposed by law for damages on account of bodily injury or death resulting therefrom, suffered or alleged to have been suffered by any person or persons whatever resulting directly or indirectly from:
 - (i) Any act or activity of the licensee.
 - (ii) Any act or activity of any person acting for the licensee.
 - (iii) Any act or activity of any person under the control or direction of the licensee; and
 - 2. Liability imposed by law for damages to property resulting directly or indirectly from:
 - (i) Any act or activity of the licensee.
 - (ii) Any act or activity of any person acting for the licensee; and
 - (iii) Any act or activity of any person under the control or direction of the licensee.
 - b. The proof of insurance must show that the applicant has secured liability insurance with the following coverage:
 - 1. For bodily injury/death, resulting from any one accident or any other cause, in the minimum amount of \$500,000.00 for any occurrence and an annual aggregate limit of \$1,000,000.00 for two or more occurrences; and
 - 2. For damage liability for property damage resulting from any one accident or other cause, in the minimum amount of \$250,000.00; or
 - c. Combined coverage for bodily injury/ death or property damage, in the minimum amount of \$1,000,000.00.
- (7) Duty of license holder. License holders shall comply with this Code.
- (8) Rate structure. Beginning with applications for the licenses for the year 1995, each applicant for a Commercial Garbage Hauler License shall provide, as an attachment to the application,

a schedule of the rates which the applicant is proposing to charge its customers. The rate structure shall demonstrate the applicant's proposed rates are volume based, as defined in this section. If applicable, charges shall be categorized as to residential, commercial, and any other special charges. If the application is approved, the rate structure identified in the application shall remain in effect during the term of the license. A license holder may change the rate structure during the term of the license only upon approval by the Board of Commissioners. The Board of Commissioners may approve a requested change only after a written request from the license holder, and only if the request appears to maintain the principles of volume based rates.

(Code 1979, § 9-66; Ord. No. 1185, 10-20-1994)

Secs. 34-125—34-148. Reserved.

DIVISION 4. CLEAN UP WEEK

Sec. 34-149. Declaration.

The City shall establish one week each May to be known as "City-Wide Cleanup ." At that time, the City shall pick up from the boulevard those items placed there by the residents of the City. The assigned date(s) will be at the sole discretion of the Solid Waste Director. Cancellation of City-Wide Cleanup will be at the discretion of the Board of Commission based on outside factors including but not limited to emergencies, weather conditions, pandemics.

(Code 1979, § 9-69)

Sec. 34-150. Placement of items.

The cleanup shall always commence on a Monday in May as designated by the Solid Waste Director and it shall be unlawful to place any items for cleanup on the boulevard 48 hours prior to the Monday designated as the start of the cleanup.

(Code 1979, § 9-70)

Sec. 34-151. Items not allowed.

It shall be unlawful for any leaves, lawn waste, trees, white goods, electronics, batteries, recyclable materials, metals, paint or any hazardous or noxious materials, or any other materials deemed by the Solid Waste Department to be left on the boulevard for cleanup.

It shall be unlawful for any rubble to be brought in from outside city limits and placed on city boulevards for collection. City-Wide Cleanup is only for items from city residents.

(Code 1979, § 9-71)

Sec. 34-152. Violation.

Anyone leaving items for disposal prior to the time designated, or items not authorized for disposal, shall be subject to a fine in an amount to be established by resolution unless required to be set by ordinance and/or up to 30 days in jail for each day the items are placed on the boulevard in violation of this division. The same penalty shall apply for items not authorized for disposal. In addition, the City, at its option, may elect to pick up those items placed on the boulevard in violation of this division and bill the same to the property owner at the rate or

schedule established by the City. This fee shall be in addition to the fine or penalty previously specified in this section.

(Code 1979, § 9-72; Ord. No. 1285, 5-17-1999; Ord. No. 1421, 2-5-2007; Ord. No. 1647 , § 2, 4-4-2022)

Secs. 34-153—34-169. Reserved.

DIVISION 5. RECYCLING

Sec. 34-170. Madison Recycling Center.

The City of Madison owns and operates the Madison Recycling Center located at 800 SW 7th Street. This center works on a sorted system.

Sec. 34-171. Sorting.

All recyclables must be bagged in either clear or white bags except for cardboard/chip board, those items should be broken down and flattened. Recyclables shall be sorted into the following categories.

- (1) Office paper, to include white and colored office paper
- (2) Plastics and tin/steel/aluminum products, to include #1 and #2 Plastics, tin, steel, and aluminum cans
- (3) Print materials, to include newspapers and all newspaper inserts, junk mail, envelopes, magazines, catalogs, and phone books
- (4) Cardboard, to include corrugated cardboard, fiber egg cartons, and chipboard

Sec. 34-172. Collection.

For City Residents that subscribe to the City of Madison garbage service.

- (a) Recyclables will be collected at least twice a month to be determined by the Solid Waste Director. Dates are subject to change or elimination due to situations including but not limited to, holidays, weather conditions, or mechanical issues.
- (b) All recyclables are collected at a location determined by the Solid Waste Department.
- (c) All recyclables need to be placed within three (3) feet of the collection point.
- (d) All recyclables need to be out for collection by 7:00 a.m. on collection day. There are no set times for collections. If items are set out late, it will not be collected until the following collection date.

Secs. 34-173—34-179. Reserved.

DIVISION 6. YARD WASTE SITE

Sec. 34-180. Yard Waste Site.

The City of Madison owns and operates a Yard Waste Site located on S. 456th Avenue. This site is available for residents of Madison only.

Sec. 34-181. Acceptable Items.

Items accepted at the yard waste site include grass clippings, branches, and garden compost.

Sec. 34-182. Items not allowed.

Items not allowed at the yard waste site, stumps, root balls, pallets, decking, rubble, rubbish, and railroad ties. The city will not accept other wastes that have been identified by the state or federal government as not being appropriate for disposal in a yard waste site.

Sec. 34-183. Violation.

Anyone disposing of unauthorized items shall be subject to a fine in an amount to be established by resolution unless required to be set by ordinance. In addition, the City, at its option, may elect to remove such items in violation and bill the same to the property owner at the rate or schedule established by the department. This fee shall be in addition to the fine or penalty previously specified in this section.

Dated this ____ day of August, 2023

CITY OF MADISON

Mayor

ATTEST:

Finance Officer

1st Reading:

2nd Reading:

Published:

Effective:

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 21, 2023 ("Effective Date")

Between City of Madison, 116 W Center Street, Madison, MN 57042
_____("Owner")

and Civil Design Inc, 609 Main Ave S, Brookings SD ("Engineer").

Engineer's services under this Agreement are a part, is generally identified as follows:

Restricted Use Landfill – Survey and Design ("Project").

Engineer's Services under this Agreement are identified as follows: Survey and Design
Services necessary for the City of Madison's new Restricted Use Landfill. Outlined in Exhibit A.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, 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. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, milestone dates for preliminary and final design will be developed throughout the project.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 24 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

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 and expenses within 30 days after receipt of Engineer's invoice, then 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. 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, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

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 for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. 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. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. 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 performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

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, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is

mandated or restricted 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 contractor, subcontractor, supplier, other 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 Engineer's services. 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 contractor'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 contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. 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 for all 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.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, 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 the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, 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 Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- 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.

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 Basis of Payment – *Standard Hourly Rates* not to exceed \$25,000.

Effective through December 31, 2023

Personnel	Hourly Rate
Engineer VI	\$ 210.00
Engineer V	\$ 160.00
Engineer IV	\$ 150.00
Engineer III	\$ 135.00
Engineer II	\$ 110.00
Engineer I	\$ 90.00
Registered Land Surveyor II	\$ 150.00
Registered Land Surveyor I	\$ 125.00
Technician IV	\$ 105.00
Technician III	\$ 100.00
Technician II	\$ 90.00
Technician I	\$ 80.00
Intern	\$ 60.00
Administration	\$ 85.00

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. Invoices will be submitted monthly with payment due on receipt.
2. Monthly invoices will show the hours for each employee engaged in activities on this project with a description of the work performed. Each invoice will include a total due plus applicable Tax.
3. Invoices past due will be assessed a service charge that will be equal to the highest rate allowed by Law.

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

OWNER: City of Madison

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

City of Madison

116 W Center Street

Madison, SD 57042

ENGINEER: Civil Design Inc

By: 

Title: CEO

Date

Signed: 07-21-23

Engineer License or Firm's
Certificate Number: C-1334

State of: South Dakota

Address for giving notices:

Civil Design Inc

609 Main Ave South

Brookings SD 57006

Exhibit "A"

Scope of Services

Engineer agrees to perform the following services as part of this agreement:

Design Services:

- Topographic and Boundary Survey
- Preliminary Design for approximately 45,000 cubic yard cell.
- Final Design and Specifications for approximately 45,000 cubic yard cell.
- Bid Documents
- Bid Administration

Construction Administration Services:

- Construction Staking – 1 Trip
- Final As-Built Survey – 1 Trip
- Quantity Verification Calculations

Items not included and provided by owner, or would be included as extra work by the Engineer:

- Procure land and clear titles prior to construction.
- Environmental Studies
- Wetland Delineations, Permitting or Mitigation
- Drainage Studies/Reports
- Geotechnical Investigation
- Construction Observation and Administration are not included in these fees but can be provided upon request.

July 17, 2023

City Of Madison
116 W. Center Street
Madison SD 57006



Attn: City

PROPOSAL FOR SERVICES

**Re: Construction Testing & Inspection Services
Madison Water System Improvements Segment 3
Madison SD
Proposal No. 1-1062.0**

Thank you for giving us the opportunity to provide you with a scope of services and fee estimate for this project. We can provide these services from our Brookings or Aberdeen office.

Qualified engineering technicians will be assigned to do the laboratory and field testing along with the observation services. These services would be done on a part-time basis with scheduling by a representative of your firm.

Written reports of tests and inspection results will be submitted promptly to your attention; report copies can be provided to a report distribution list that you specify. You can also be provided online access to your project test data and invoicing information and receive concrete, density, and asphalt reports by email as soon as they are approved. By communicating test results through email, your concerns and input can be responded to within hours.

With our accreditations and certifications, you can rest assured that you will receive high quality, reliable services when you entrust your projects to us.

Estimating of actual costs for our field services can be difficult due to factors, such as scheduling and weather conditions, which are out of our control. Whenever possible, sample pick-up will be incorporated into concrete or soil observation trips. Our fee will be based on the actual quantity of work performed in accordance with the attached fee schedule. Invoices will be submitted monthly. The following scope and fees are based on the information available and our experience with similar projects. If requested, a more accurate scope could be produced when the construction schedule and other relevant factors are known.

Madison SD

Proposal No. 1-1062.0 July 17, 2023

	Observations/tests to be performed	No. of Visits	Hours / visit	Total # units	\$ Unit rates	Extension
1.	Soil Technician/Standby			48 hours	\$75.00	\$3,600.00
2.	Cement Treated Subgrade Design			2 tests	\$2,600.00	\$5,200.00
3.	Transportation Charges, Private Car or Company Vehicle			8 trips	\$150.00	\$1,200.00

ESTIMATED FEE FOR ABOVE SCOPE \$10,000.00*Increase hourly rate by 1.5 for Saturday or regular days before 7 a.m. and after 5 p.m.**Increase hourly rate by 2.0 for Sunday or holiday work.**Increase hourly rate by 1.5 for deposition and 2.0 for courtroom testimony.**Divide direct cost by 0.85 for subcontracting services.*

Please note our attached general terms and conditions. These should be considered a part of our contract for services. Should you find that this proposal meets your needs, please sign in the space provided below and return a signed copy to us. If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service.

Sincerely,
Foerster Testing, Inc.

(es) Cory Foerster
President

Attachments: General Terms and Conditions

ACCEPTANCE

BY: _____ FOR: _____ DATE: _____
(Name of Individual) (Name of Firm)

FOERSTER TESTING TERMS AND CONDITIONS

PAYMENT TERMS – Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Client agrees to pay all costs associated with collection of overdue invoices, including reasonable attorney's fees.

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty per cent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of Foerster Testing, be made. If during the execution of the services, Foerster Testing is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE – Foerster Testing maintains Worker's Compensation and Employer's liability Insurance in conformance with applicable state law. In addition we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with limits of \$1,000,000/\$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Foerster Testing will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits. Foerster Testing shall maintain professional liability insurance in the amount of \$500,000 (claims made basis).

STANDARD OF CARE – The only warranty or guarantee made by Foerster Testing in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY – Client agrees that Foerster Testing' liability of any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or Foerster Testing fee, whichever is greater. If client prefers to have higher limits on professional liability Foerster Testing agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to Pay an additional consideration of two percent of our total fee, or \$200, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SAMPLING OR TESTING LOCATION – The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in Foerster Testing's report or shown on sketches are based on specific information furnished by others or statements made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

RIGHT-OF-ENTRY – Unless otherwise agreed, Client will furnish right of entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

DAMAGE TO EXISTING MANMADE OBJECTS – It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. Foerster Testing's field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions to initiate field testing, drilling, and/or sampling within a reasonable distance of each designated location. If Foerster Testing is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, Foerster Testing will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to Foerster Testing in writing, and to reimburse Foerster Testing for expenses in connection with any such claims or suits, including reasonable attorney's fees.

SAMPLE DISPOSAL AGREEMENT – Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests, and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, Foerster Testing will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

OWNERSHIP OF DOCUMENTS – All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by Foerster Testing are instruments of service pursuant to this Agreement, shall be the sole property of Foerster Testing. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of Foerster Testing. At the request and expense of Client, Foerster Testing will provide Client with copies of documents created in performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

SAFETY – Should Foerster Testing provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Foerster Testing is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

SITE VISITS – Client agrees that Foerster Testing will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that Foerster Testing will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that field services provided by Foerster Testing will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by Foerster Testing to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees does not mean that Foerster Testing is observing placement of all materials. Full-time inspections means that an employee of Foerster Testing has been assigned for eight-hour days during regular business hours.

GOVERNING LAW – This agreement shall be governed in all respects by the laws of the State of South Dakota.

The documents accompanying this transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on or regarding the contents of this transmitted information is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone to arrange for return of the original documents to us.

**JOINT POWERS AGREEMENT
BETWEEN
SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS
AND
CITY OF MADISON, SOUTH DAKOTA**

1. PURPOSE

To define the relationship between the South Dakota Department of Game, Fish and Parks (GFP) and the City of Madison (CITY) on issues relating to the construction and installation of an Americans with Disabilities Act (ADA) accessible fishing pier and ADA accessible concrete bulkhead, collectively referred to as the PROJECT, on the CITY-owned community fishing pond (POND), located within the City of Madison, South Dakota, Lake County.

2. GOAL

It is the mutual goal of GFP and the CITY to provide recreational opportunity for the citizens of the City of Madison and its visitors.

3. AGREEMENT

This AGREEMENT between GFP and the CITY will commence on 7/17/2023 and continue until such time that the PROJECT needs to be replaced due to old age or damage. Upon 30 days written notice, this AGREEMENT may also be terminated by the mutual written agreement of GFP and the CITY.

I. General Provisions

1. The PROJECT will include the ordering, delivery, initial setup and installation of one (1) roll-in floating fishing pier structure (PIER) by GFP. GFP is responsible for site preparation for the PIER installation, which will include construction of an ADA compliant concrete bulkhead on which the PIER will be placed, as well as any shoreline work needed to facilitate installation of the PIER.
2. GFP will be responsible for 100% of the cost of the PROJECT, as described above.
3. The PROJECT site, as per this AGREEMENT, will consist of property owned and managed by the CITY and is located in Section 12, of Township 106 North, Range 53 West, Lake County, South Dakota.
4. This AGREEMENT will become effective upon last date of signature and will remain in force throughout the useful life of the PROJECT.
5. The PROJECT will be maintained and preserved from willful destruction by the CITY throughout its minimum useful life.
6. The CITY agrees that equipment and materials purchased, provided, or cost shared by GFP cannot be sold, traded or otherwise disposed of without written authorization from GFP. This does not include disposal of materials and equipment relative to maintenance or repair of the PROJECT.

7. The CITY agrees that it shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and in accordance with Title VI of the Civil Rights Act of 1964, no person in the United States shall, on the ground of race, color, or national origin, be otherwise subjected to discrimination under any program or activity for the CITY receives federal financial assistance and shall immediately take any measures necessary to effectuate this AGREEMENT.
8. The CITY agrees to grant GFP or any of its duly authorized representatives, access to any documents, paper, and records of the CITY which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcriptions.
9. The CITY and GFP agree to allow free, unrestricted, public access to all components of this PROJECT for the useful life of the development.
10. The CITY agrees to maintain the PROJECT, at the expense of the CITY, for the life of the PROJECT. Maintenance will include, but not limited to:
 - a. routine trash removal
 - b. routine mowing and weed control
 - c. maintenance of the PIER, as needed
11. In the event that the PROJECT development is abandoned, destroyed or irreparably damaged under authority of the CITY before the end of its useful life due to negligence on the CITY's behalf or failure to maintain, the CITY shall reimburse GFP 100% of the remaining amortized value of the PROJECT. This does not include damages to the PROJECT that are determined to be acts of God.
12. Nothing in this AGREEMENT shall be construed as an indemnification by one party of the other for liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against a party for property loss, injury, death, or damage. Any liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) caused by or resulting from the conduct or omissions of a party or its officers, employees, or agents shall be determined according to applicable law, subject to all available defenses and immunities.
13. The PROJECT will become the property of the CITY upon completion of construction.
14. Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of GFP or the CITY, or as binding any party to this AGREEMENT to perform beyond the respective authority of each.
15. The CITY shall comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this AGREEMENT, and will be solely responsible for obtaining current information on such requirements.

II. Agreement Conditions

1. This AGREEMENT may depend upon the continued availability of appropriated funds and expenditure authority from the GFP Commission for the purposes contemplated herein. In the event it becomes necessary that the GFP Commission appropriates funds and grants expenditure authority for the purposes contemplated herein but fails to do so, this AGREEMENT may be terminated by GFP.
2. The parties shall negotiate in good faith the terms of any other agreement that is determined to be necessary or desirable to carry out the terms of this AGREEMENT.
3. Time is of the essence of this AGREEMENT and all of its covenants, terms, conditions, and provisions.
4. This AGREEMENT and the covenants herein contained will inure to the benefit of and be obligatory upon the legal representatives, successors in interest, and assigns of the respective parties hereto.
5. The parties declare that no specific entity as contemplated in SDCL 1-24-4(2) is being created to implement this AGREEMENT, and that the cooperative undertaking herein described will be administered by the Director of the Division of Wildlife for GFP and the CITY or their authorized designees.
6. All notices or other communications hereunder will be in writing and will be deemed given when delivered, and if delivered by mail, will be sent by first class, postage prepaid, to the parties at the following addresses:

CITY: City of Madison
 116 W Center Street
 Madison, SD 57042

GFP: SD Department of Game, Fish and Parks
 523 E. Capitol Avenue
 Pierre, SD 57501
 Attn: Director, Division of Wildlife

The parties, by notice given hereunder, may designate any further or different methods of notification and addresses to which notices and communications will be provided.

7. In the event that any court of competent jurisdiction holds any provision of this AGREEMENT unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision hereof.
8. This AGREEMENT is intended to only govern the rights and interests of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at any law by any party in any manners, civil or criminal.
9. The parties acknowledge that a true copy of this AGREEMENT will be filed with the Office of the Attorney General and the Legislative Research Council within fourteen (14) days of the execution hereof, as required by law.

10. By the signature of the representative below, GFP and the CITY certify that approval of this AGREEMENT by ordinance, resolution or other appropriate means has been obtained by that governmental body's governing body or officer pursuant to SDCL 1-24-3 and 1-24-6 and that the representative is authorized to sign on the party's behalf. A copy of any authorizing resolution or ordinance is attached to this AGREEMENT and incorporated herein by reference.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this AGREEMENT on the dates shown with their respective signature.

CITY OF MADISON

Signature

Name (printed)

Title

Date

DEPARTMENT OF GAME, FISH AND
PARKS

Signature

Name (printed)

Title

Date

TASK ORDER

Task Order No. 12

Effective Date: _____

Task Order Amendment to the DGR ENGINEERING Master Agreement for Professional Services

DGR Engineering (Consultant) agrees to provide to: City of Madison, South Dakota (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 1st day of December, 2014.

TASK ORDER PROJECT NAME: Southeast Substation 69 kV to 115 kV Conversion

TASK ORDER PROJECT DESCRIPTION: The City of Madison recently received notification from East River Electric that the transmission line serving the City's Southeast Substation is being upgraded in service voltage from 69 kV to 115 kV. Upgrades will be required to the City's substation and associated transmission line to accommodate the new service voltage. The following items will be included on the project:

- New power transformer.
- New 115 kV deadend structure, buswork, potential transformers, and circuit switcher.
- Upgrade of City's 1.5 mile transmission line connecting the Southeast Substation to the East River Electric transmission system.

DGR CONTACT PERSON: Chad Rasmussen, Asst Dept Head – Electric Power
Alex Richter, Project Manager

CLIENT CONTACT PERSON: Nathan Zimmerman, Utility Director
Jayson Limmer, Electric Superintendent

SCOPE OF WORK:

Transformer Procurement:

- Prepare plans, specifications, and contract documents to allow receiving of substation transformer bids.
- Provide an Advertisement for Bids and send out specifications to potential bidders.
- Respond to bidder questions.
- Review and analyze bids and provide recommendation of award.

Preliminary Phase:

- Coordinate with the City and East River Electric to determine the extents, configurations, and timing of the needed improvements.
- Evaluate an option to double circuit the 115 kV transmission line and install 115 kV line breakers to allow for closed-looped transmission service to the Southeast Substation.
- Conduct fieldwork to ascertain the required facilities necessary to develop the proposed improvements.
- Work with the City and others to determine the full scope of the project, including a work scope definition and associated contracting and material procurement arrangements.
- Develop a project schedule describing the various project components including design, bidding, material procurement, construction, and energization/cutover.
- Develop updated cost estimates for the various project components and options.
- Prepare a preliminary design summary, along with preliminary drawings, and discuss the same with City staff prior to starting final design.

Design Phase - Substation:

- If needed, coordinate and arrange for soil borings and geotechnical testing necessary for the project to be used in designing foundations.
- Prepare specifications and bidding documents for major materials and distribute to interested suppliers. The initial list of major equipment includes steel structures, switches, circuit switcher.
- Develop controls and protective relaying design for the substation equipment including the 115 circuit switcher and 115/13.8 kV power transformer.
- Develop physical design including site work, foundations, steel structures, bus work, shielding, equipment installation, and equipment wiring.
- Coordinate design issues including equipment preferences and selection, design criteria, and SCADA interface with City.
- Coordinate design issues with East River Electric, Heartland Energy, and others as needed.
- Produce drawings, plans, sketches, elevations, schematics, diagrams, descriptions, and documents as necessary to describe the intended construction.

Design Phase - Transmission:

- Perform field survey work as needed.
- Design the transmission line, including calculations on poles, equipment, and conductors.
- Coordinate design issues including equipment selection and design criteria with the City, East River Electric, and others as needed.
- Develop plan and profile drawings for the line.
- Produce drawings, plans, sketches, descriptions, and documents necessary to describe the intended construction.
- Develop specifications and contract documents for acquisition of major materials.
- Produce plans and specifications with contract documents, to allow receiving of construction bids for the project.

Bidding Phase:

- Provide public bidding documents to interested bidders, issue planholder lists, and respond to bidder questions.

- Assist City in receiving bids, analyze bids, develop spreadsheets detailing bid results, and make recommendations of award of contracts.

Construction Phase:

- Organize and attend preconstruction conferences.
- Perform transmission line staking.
- Review shop drawings.
- Assist in construction administration and scheduling.
- Make periodic site visits at intervals appropriate to the stage of construction, to observe construction and measure units completed.
- Respond to Contractor questions.
- Process pay requests.
- Determine protective relay settings for the substation equipment.
- Assist with and/or observe commissioning of substation equipment.

Final Phase:

- Conduct project walk-throughs, and develop Contractor work “punch lists”.
- Develop close-out documents for signatures.
- Assemble construction record drawings.
- Assist in orientation of local operating personnel.

FEE ARRANGEMENT: The fee structure for this project is shown below:

<u>Component</u>	<u>Fee Type</u>	<u>Fee</u>
Transformer Procurement	Lump Sum	\$16,000
Preliminary Phase	Hourly Estimate	\$25,000
Final Design	Lump Sum	**TBD
Bidding	Lump Sum	**TBD
Construction Administration	Hourly Estimate	**TBD
Post Construction	Hourly Estimate	**TBD
Total:		**TBD

**The engineering fees for all segments other than the transformer procurement and preliminary phases will be added later by amendment after the completion of preliminary design defining the scope of the project and the contracting and material procurement arrangements.

All “Lump Sum” work is inclusive of personnel, subsistence, travel, computer, and other costs.

All “Hourly” work will be billed at the then-current Hourly Fee Schedule. The 2023 Hourly Fee Schedule is attached as Appendix I. In addition to the amount relating to the personnel grade of the individuals doing the work, the only other expenses expected to be billed directly are travel-related costs (primarily mileage); and subsistence costs if overnight stays are required (food and lodging). The fee amounts shown above include an estimate of these expenses.

SPECIAL TERMS AND CONDITIONS: None

<u>City of Madison, SD</u>	<u>DeWild Grant Reckert and Associates Company</u>
(Client)	d/b/a DGR Engineering
	(Consultant)
By: _____	By: _____
Title: _____	Title: _____
(Authorized signature and Title)	(Authorized signature and Title)
Address: _____	Address: <u>1302 South Union Street</u>
City: _____	City: <u>Rock Rapids, IA 51246</u>
Date: _____	Date: _____

APPENDIX I

DGR ENGINEERING

JANUARY 2023

HOURLY FEE SCHEDULE A

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$110	\$65	\$60
02	\$120	\$70	\$64
03	\$124	\$75	\$68
04	\$130	\$80	\$72
05	\$140	\$86	\$77
06	\$154	\$92	\$82
07	\$166	\$98	\$88
08	\$178	\$104	\$94
09	\$192	\$110	\$100
10	\$206	\$116	\$106
11	\$220	\$122	\$112
12	\$234	\$128	\$130
13	\$248	\$135	\$148
14	\$255	\$145	\$182
15	\$262	\$156	\$240

Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at IRS standard mileage rate plus \$0.25 per mile.
3. Other travel, subsistence, lodging at actual out-of-pocket cost.
4. GPS Survey Equipment (when used) at \$31.25 per hour.
5. ATV and UTV Equipment (when applicable) at \$12.50 per hour.



THE CITY OF MADISON

116 W. Center
Madison, South Dakota 57042

City of Madison Bid Tabulation Sheet Bid No. 930 NE 3rd Street Mill and Overlay Project 2023-2 Bid Date: July 13, 2022 at 2:00 P.M.				Asphalt Surfacing Company (ASCO) 1205 W. Russell St. Sioux Falls, SD 57104		Bowes Construction 2915 22nd Ave. South Brookings, SD 57006	
ITEM NUMBER	ITEM DESCRIPTION	UNIT	ITEM TOTAL	UNIT PRICE	TOTAL BID PRICE	UNIT PRICE	TOTAL BID PRICE
1	Mobilization	LS	1	\$20,000.00	\$20,000.00	\$21,000.00	\$21,000.00
2	Cold Milling Asphalt Concrete	SY	8852	\$6.50	\$57,538.00	\$3.00	\$26,556.00
3	2" Asphalt Concrete Pavement Overlay	Ton	995	\$161.00	\$160,195.00	\$132.50	\$131,837.50
4	Asphalt Concrete Pavement Repair and Level	SY	450	\$55.00	\$24,750.00	\$42.00	\$18,900.00
5	Asphalt Concrete Leveling Lift (Scratch Course)	Ton	115	\$161.00	\$18,515.00	\$132.50	\$15,237.50
6	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$2,800.00	\$2,800.00
7	Pavement Marking	LS	1	\$4,500.00	\$4,500.00	\$4,250.00	\$4,250.00
8	Incidental Work	LS	1	\$6,100.00	\$6,100.00	\$1,300.00	\$1,300.00
Total Bid					\$296,598.00	Total Bid	\$221,881.00

Bid Security: 10% Bid Bond furnished by each bidder



PCO #002

Hegg Construction LLC
1300 W 57th St Ste 1
Sioux Falls, South Dakota 57108
Phone: (605) 336-2111
Fax: (605) 330-0607

Project: 52306 - Madison Public Waterworks Renovation
435 S Highland Ave
Madison, South Dakota 57042

Prime Contract Potential Change Order #002: CE #002 - Doors Size Change - 105A

TO:	City of Madison, SD 116 W Center Street Madison, South Dakota 57042	FROM:	Hegg Construction LLC 1300 W 57th St Ste 1 Sioux Falls, South Dakota 57108
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	1 - Madison Public Water Works Building Prime Contract
REQUEST RECEIVED FROM:	Adam Chapman (PS Garage Door)	CREATED BY:	Zach Zingmark (Hegg Construction LLC)
STATUS:	Pending - In Review	CREATED DATE:	6/19/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#002 - CE #002 - Doors Size Change - 105A
FIELD CHANGE:	Yes		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$2,299.89

POTENTIAL CHANGE ORDER TITLE: CE #002 - Doors Size Change - 105A

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #002 - Doors Size Change - 105A

The plan set shows a new 12'x12' overhead door for 105A. With the new slab elevation, the new door needs to be 12'x14'3". This is the change request for the change in door size.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	08-36.S Sectional Doors.Subcontractor		\$1,935.00
Subtotal:			\$1,935.00
Excise Tax (≈ 2.04% Applies to all line item types.):			\$39.49
General Conditions (4.00% Applies to all line item types.):			\$78.98
OH&P (12.00% Applies to all line item types.):			\$246.42
Grand Total:			\$2,299.89

City of Madison, SD
116 W Center Street
Madison, South Dakota 57042

Hegg Construction LLC
1300 W 57th St Ste 1
Sioux Falls, South Dakota 57108

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



PCO #004

Hegg Construction LLC
1300 W 57th St Ste 1
Sioux Falls, South Dakota 57108
Phone: (605) 336-2111
Fax: (605) 330-0607

Project: 52306 - Madison Public Waterworks Renovation
435 S Highland Ave
Madison, South Dakota 57042

Prime Contract Potential Change Order #004: CE #004 - Vinyl Base Credit

TO:	City of Madison, SD 116 W Center Street Madison, South Dakota 57042	FROM:	Hegg Construction LLC 1300 W 57th St Ste 1 Sioux Falls, South Dakota 57108
PCO NUMBER/REVISION:	004 / 0	CONTRACT:	1 - Madison Public Water Works Building Prime Contract
REQUEST RECEIVED FROM:	Gary Zay (City of Madison, SD)	CREATED BY:	Zach Zingmark (Hegg Construction LLC)
STATUS:	Pending - In Review	CREATED DATE:	6/26/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#004 - CE #004 - Vinyl Base Credit
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$680.00)

POTENTIAL CHANGE ORDER TITLE: CE #004 - Vinyl Base Credit

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #004 - Vinyl Base Credit

Credit for removal of vinyl base from project scope.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	09-65.S Resilient Flooring.Subcontractor		\$(680.00)
Grand Total:			\$(680.00)

City of Madison, SD
116 W Center Street
Madison, South Dakota 57042

Hegg Construction LLC
1300 W 57th St Ste 1
Sioux Falls, South Dakota 57108

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Date of Issuance: 7/20/2023

Effective Date: 7/24/2023

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: Add bid item for temporary mailboxes (26 Each) and "No Construction Traffic" Sign (3 Each)

Attachments: RFP #8 and RFP #9

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,475,000.00</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>6</u> : \$ <u>126,853.50</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : Substantial Completion: <u>8 Days - See Exhibit A</u> Ready for Final Payment: <u>8 Days - See Exhibit A</u> days
Contract Price prior to this Change Order: \$ <u>3,601,853.50</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>7,555.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>1 Day - See Exhibit A</u> Ready for Final Payment: <u>1 Day - See Exhibit A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>3,609,408.50</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 28, 2023</u> Ready for Final Payment: <u>October 19, 2023</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Prime Professional</u>	Title: <u>Mayor</u>	Title: _____
Date: <u>7/20/2023</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

REQUEST FOR PROPOSAL (RFP)

RFP# 8

DATE: 7/5/2023

TO: **Winter Contracting**
305 5th St
Brookings, SD 57006
Attn: Bob Winter

FROM: **Banner Associates, Inc.**
2307 W 57th St, Ste 102
Sioux Falls, SD 57108

RE: **NW 9th Street/Union Ave Reconstruction**
BAI #23885.00

Please submit an itemized cost breakdown for changes in contract sum and contract time, resulting from the following proposed modification(s) to the Contract Documents.

PLEASE SUBMIT COST BREAKDOWN IN TEN (10) DAYS OR LESS

Refer to RFI No. NA

SUBJECT: **Special Sign – No Construction Traffic**

Please submit a bid price to furnish and install 3 – 48”x48” “NO CONSTRUCTION TRAFFIC” signs at the locations indicated on the attached drawing.

<u>Additional Bid Items</u>				
Description	Quantity	Unit	Unit Price	Total
Special Sign “No Construction Traffic”	3	EA	265. ⁰⁰	795. ⁰⁰
Total =				795. ⁰⁰

*Includes
mobilization*

Price shall include all labor, tools, equipment, overhead costs, and miscellaneous work to complete the work associated with this request. All material and work shall comply with the project specifications. Provide additional line items if necessary to complete this scope of work.

If no change in contract time, state “none” here:

If no change in contract amount, state “none” here:

If either or both above items are noted “none”, please return this form within five (5) days.

ARCHITECT/ENGINEER
BANNER ASSOCIATES, INC.



Weston Blasius, PE

Attachments: Marked-Up Plan Sheet A-3

cc:

City of Madison – Ryan Hegg, Jan Tieman, Dan Whitlock, Chad Van Den Hemel
Banner Associates – Cedric Hay, Spencer Gilk, Collin Anthony

REQUEST FOR PROPOSAL (RFP)

RFP# 9

DATE: 7/6/2023

TO: **Winter Contracting**
305 5th St
Brookings, SD 57006
Attn: Bob Winter

FROM: **Banner Associates, Inc.**
2307 W 57th St, Ste 102
Sioux Falls, SD 57108

RE: **NW 9th Street/Union Ave Reconstruction**
BAI #23885.00

Please submit an itemized cost breakdown for changes in contract sum and contract time, resulting from the following proposed modification(s) to the Contract Documents.

PLEASE SUBMIT COST BREAKDOWN IN TEN (10) DAYS OR LESS

Refer to RFI No. NA

SUBJECT: **Temporary Mailbox**

Please submit a bid price to furnish and install 26 "Temporary Mailbox" at the locations shown on the attached drawing.

<u>Additional Bid Items</u>				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
"Temporary Mailbox"	26	EA	260 ⁰⁰	6760 ⁰⁰
Total =				6760 ⁰⁰

Price shall include all labor, tools, equipment, overhead costs, and miscellaneous work to complete the work associated with this request. All material and work shall comply with the project specifications. Provide additional line items if necessary to complete this scope of work.

If no change in contract time, state "none" here: *None*

If no change in contract amount, state "none" here:

If either or both above items are noted "none", please return this form within five (5) days.

ARCHITECT/ENGINEER
BANNER ASSOCIATES, INC.



Weston Blasius, PE

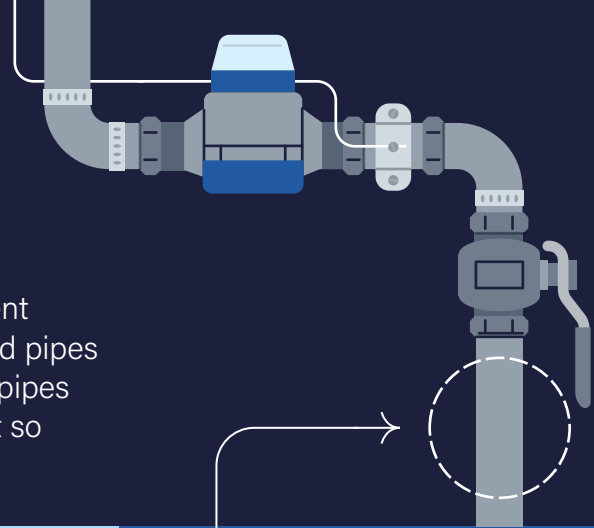
Attachments: Marked-Up Plan Sheet A-2 & A-3

cc:

City of Madison – Ryan Hegg, Jan Tieman, Dan Whitlock, Chad Van Den Hemel
Banner Associates – Cedric Hay, Spencer Gilk, Collin Anthony



Lead-Free SD



We are asking every household to take the Survey

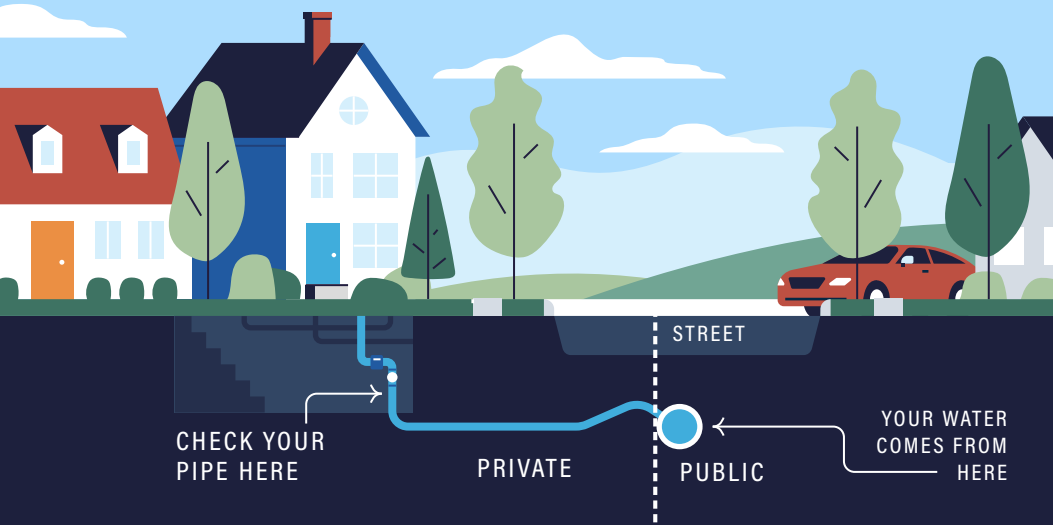
Drinking water is free of lead when it leaves the water treatment plant—however, water can absorb lead if it travels through lead pipes on its way to your faucet. The majority of South Dakota water pipes are free of lead, but we need to find where lead pipes still exist so they can be removed.

Take this quick survey to help protect your health

Your water system is asking you to help find where the lead pipes are located. It's important and easy to do.



When you have five minutes to spare, visit survey.SDWaterPipes.com to complete a quick assessment of your water pipe. We'll even help you locate the pipe in your home.



As part of a nationwide initiative, waters systems are asking *everyone* to check their pipes and report their results, regardless of what they find.

Knowing where the lead pipes are is just as important as knowing where they are not.

If you prefer a paper copy of the survey contact:

City of Madison Water Department at:

605-256-7515, Option 4

Visit sdwaterpipes.com for more information.

- 1 SCRATCH IT.
 - 2 STICK IT.
 - 3 REPORT IT.
- ✓ DONE!

The survey gives you step-by-step instructions to find and test your water pipe.

- ✓ Scratch the water pipe with a coin or key to see if the scraped area is silver-colored and shiny
- ✓ Check to see if a magnet sticks to the pipe—any magnet will do!
- ✓ Report your results



Open the camera app on your smartphone, hover over the QR code below, and tap the link to get to the survey.



CITY OF MADISON

Water System Improvements

PROJECT DESCRIPTION

This project includes 63 blocks of water, sanitary sewer, storm sewer, roadway reconstruction, right of way restoration, and seeding.

PROJECT UPDATE | JULY 24, 2023

PROJECT PHASING

PHASE 1A: 23 blocks

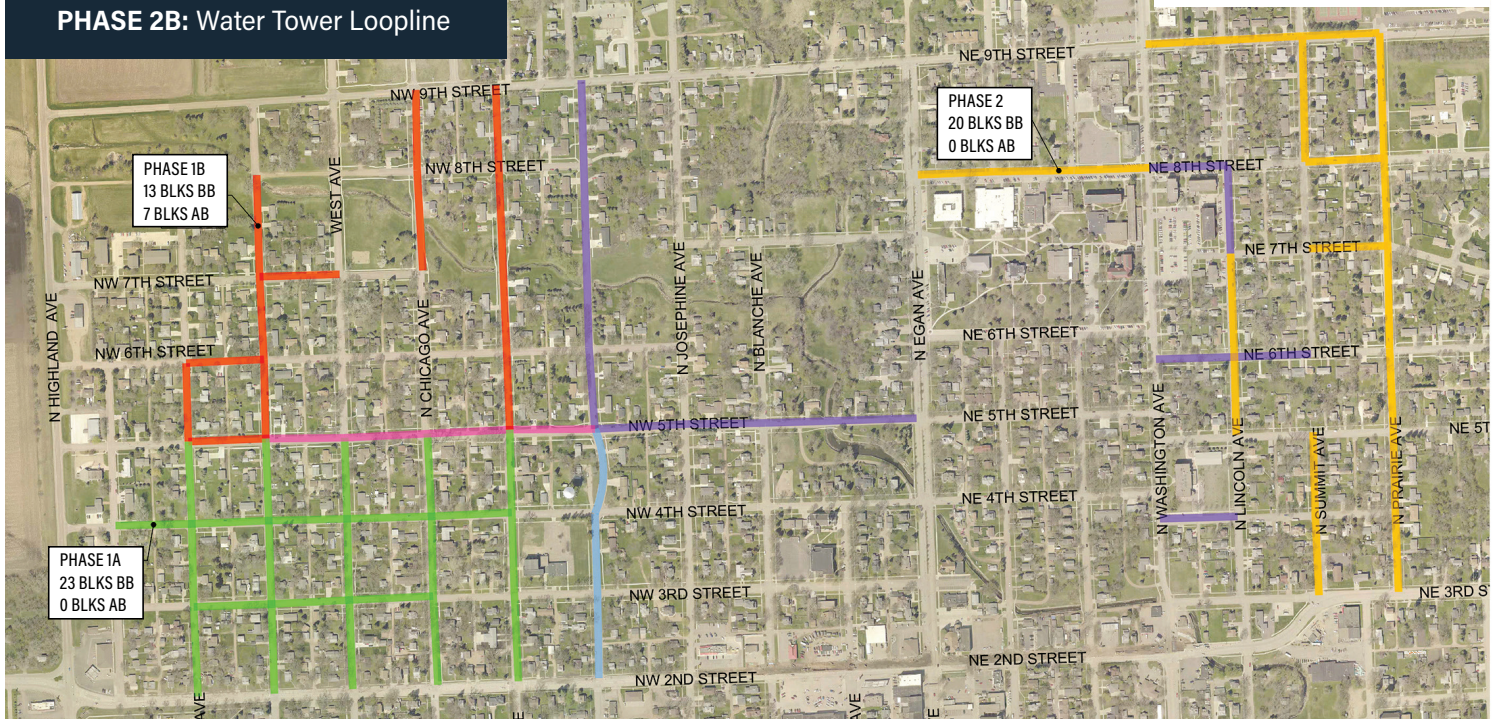
PHASE 1B: 20 blocks

PHASE 2A: 20 blocks

PHASE 2B: Water Tower Loopline

PHASING MAP

LEGEND:
 PHASE 1A
 PHASE 1B
 PHASE 1B - ALT. 1
 PHASE 1B - ALT. 2
 PHASE 2
 PHASE 2 ALT.



PROJECT INFORMATION

CONSULTANT:

Banner Associates, Inc.
 2307 W 57th St, Ste 102, Sioux Falls, SD 57108
 855-323-6342 (toll free)

CONTACT: Weston Blasius

CONTRACTORS:

J&J Earthworks
 1002 S Madison St.
 Milbank, SD 57252
 605-924-0496

Halme Inc.
 44769 SD Hwy 28
 Lake Norden, SD 57248
 605-785-2323

BID PRICE:

\$15,570,926

PERCENT COMPLETE: 95%

PROJECT UPDATE AND SCHEDULE

- **PHASE 1A:** Contractor scheduled to perform punch list and warranty work starting week of 7/24.
- **PHASE 1B:** Asphalt surfacing and concrete surfacing completed. Punch list walk-through scheduled for week of 7/24.
- **PHASE 2A:** Walk-through performed on project to identify remaining work items.
- **PHASE 2B:** Project is Completed
- **WATER TOWER:** Contractor has raised the bowl and is working on final attachment and tower completion.





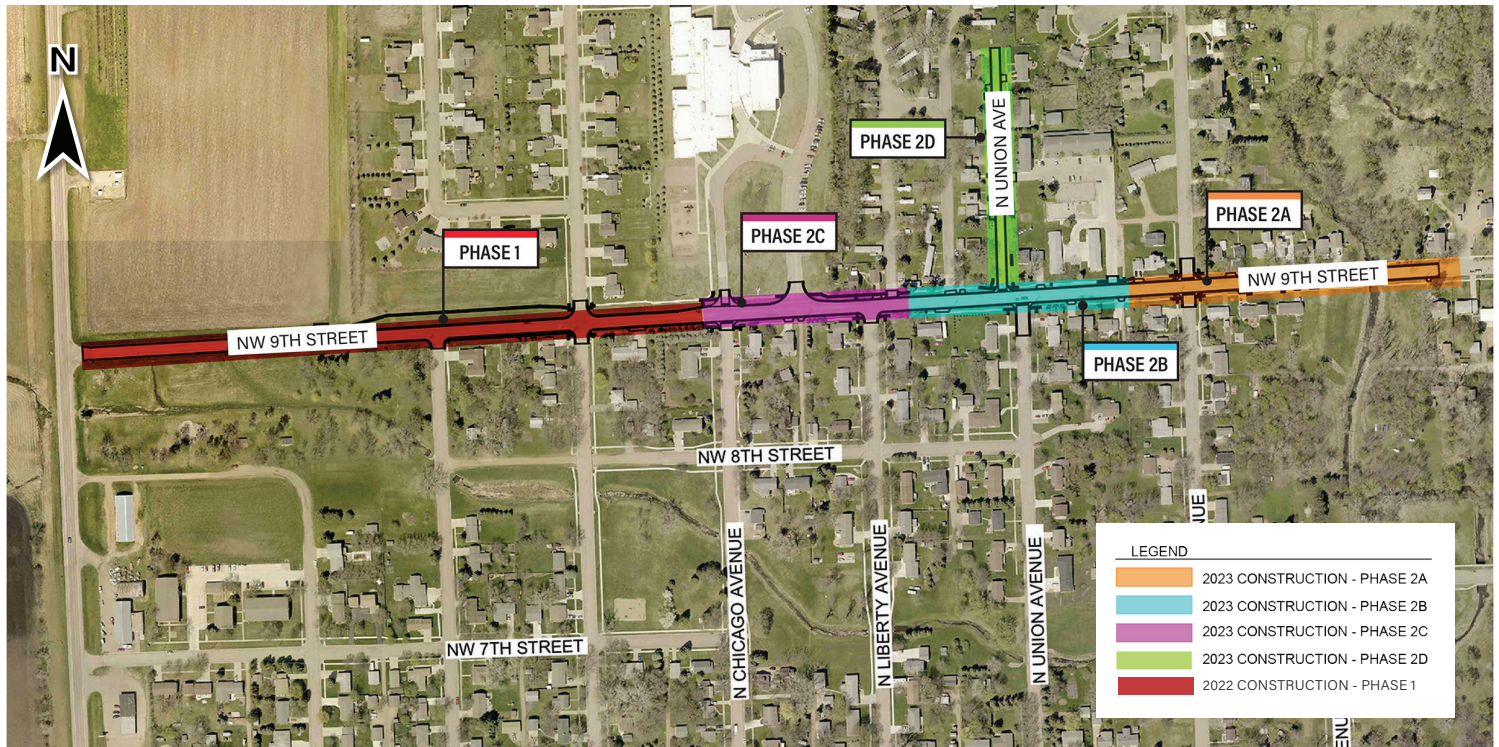
CITY OF MADISON

NW 9TH ST/UNION AVE RECONSTRUCTION

PROJECT DESCRIPTION

This project includes water, sanitary sewer, and storm sewer utility replacement. Full width roadway reconstruction and partial sidewalk replacement is also part of this project. This project is on the NW side of Madison.

PROJECT UPDATE | July 24, 2023



PROJECT INFORMATION

CONSULTANT:

Banner Associates, Inc.
3900 N Northview Ave
Sioux Falls, SD 57107
855-323-6342 (toll free)
CONTACT: Weston Blasius

CONTRACTOR:

Winter Contracting
305 5th St, Brookings, SD 57006
(605) 360-1361 (Cell)
(605) 692-1881 (Office)
CONTACT: Nick Winter

OWNER:

City of Madison | City Engineering
116 W Center St, Madison, SD
(605) 256-7514
CONTACT: Ryan Hegg, Director of Engineering

PROJECT UPDATE | REMAINING WORK

PHASE 1 NW 9th St from

N Highland Ave to N Chicago Ave

- Boulevard Restoration and Seeding
- Punchlist

PHASE 2 NW 9th St from N Chicago to N Josephine Ave

- Utilities
- Road Reconstruction, Asphalt Paving, Sidewalk, Driveway Approaches
- Boulevard Restoration and Seeding

SCHEDULE

- **PHASE 1** Substantial Completion: June 15, 2023

- **PHASE 2** Substantial Completion West of Josephine: Aug 11, 2023

- **PHASE 2** Substantial Completion East of Josephine: Sept 28, 2023

- Final completion date: Oct 19, 2023



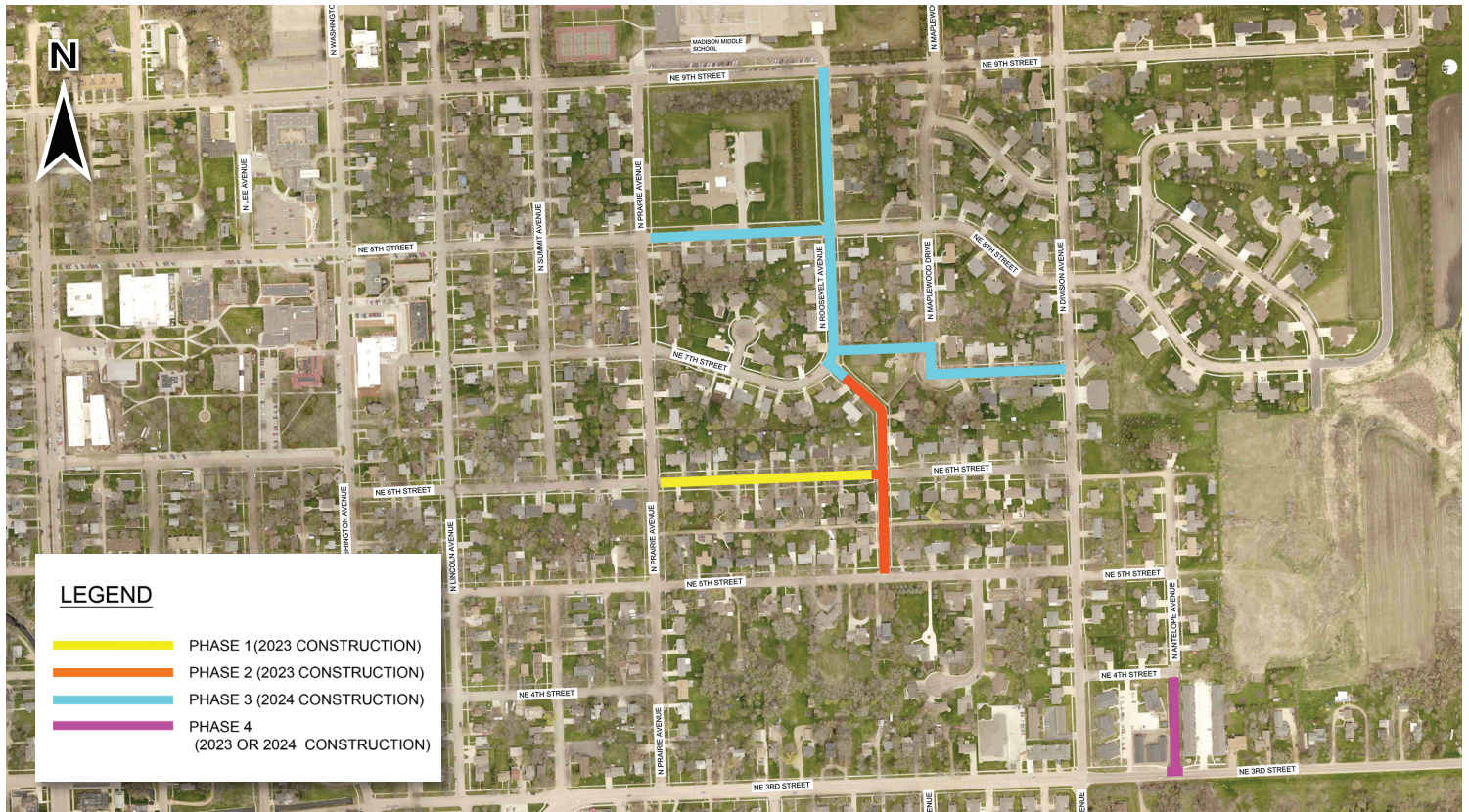
CITY OF MADISON

WATER SYSTEM IMPROVEMENTS | SEGMENT 3

PROJECT DESCRIPTION

This project includes water, sanitary sewer, and storm sewer utility replacement. Segments of the project consist of full width roadway reconstruction while other segments consist of partial roadway, curb and gutter and sidewalk replacement. This is a multi-block project with improvements located in the northeast portion of Madison.

PROJECT UPDATE | July 24, 2023



PROJECT INFORMATION

CONSULTANT:

Banner Associates, Inc.
3900 N Northview Ave, Sioux Falls, SD 57108
855-323-6342 (toll free)
CONTACT: Alex Welbig

CONTRACTOR:

Prunty Construction Co. Inc.
3307 Prince Dr, Brookings, SD 57006
(605) 251-8192
CONTACT: Nick Ritter

OWNER:

City of Madison | City Engineering
116 W Center St, Madison, SD
(605) 256-7514
CONTACT: Ryan Hegg, Director of Engineering

PROJECT UPDATE AND SCHEDULE

- Removals of asphalt, sidewalk and curb and gutter taking place on NE 6th St and on N Roosevelt Ave from 5th St to 7th St.
- Underground utility installation has started on NE 6th St and will continue utility installation on N Roosevelt Ave the week of 7/24.
- Roadway reconstruction to start on NE 6th St the week of 8/7.
- Contract Substantial Completion Phases 1 & 2: October 2023
- All Work Substantial Completion: August 2024