



BOARD OF COMMISSIONERS AGENDA
Monday, August 21, 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/82235244436>

PLEDGE OF ALLEGIANCE

Meeting ID: 822 3524 4436

ROLL CALL

You can also dial in using your phone.

+1 312 626 6799

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes – August 7, 2023
- 2) Bills for Approval – August 23, 2023
- 3) Bills for Ratification – August 16, 2023
- 4) Payroll Bills for Ratification – August 18, 2023
- 5) Personnel
- 6) Adopt Resolution No. 2023-22 – Approve a Preliminary Plat – Trojan Village Addition
- 7) Approve City Board Appointments
 - a. Airport Board – Ken Johnson (5-year term), Mathew Wollmann (filling vacancy)
 - b. Library Board – Laura Reed (3-year term), Carrie Studer (3-year term), Kanthi Narukonda (filling vacancy)
 - c. Park & Recreation Board – Mike Miller (3-year term)

UNFINISHED BUSINESS

NEW BUSINESS

- 1) PUBLIC HEARING – Temporary Retail Alcohol License – Sporty’s Bar & Grill – Nelson Wedding – September 9, 2023
- 2) Approve Temporary Retail Alcohol License – Sporty’s Bar & Grill – Nelson Wedding – September 9, 2023
- 3) PUBLIC HEARING – Temporary Retail Alcohol License – Sporty’s Bar & Grill – Connors Wedding – September 30, 2023
- 4) Approve Temporary Retail Alcohol License – Sporty’s Bar & Grill – Connors Wedding – September 30, 2023
- 5) Discussion and overview of nuisance hearing process
- 6) Discussion on Nuisance Violation – 1039 W Center Street
- 7) Approve Engineering Services Agreement with KLJ Engineering for Egan Ave N Reconstruction (2nd St N to 9th St N)
- 8) Approve Task Order No. 13 with DGR Engineering for Electric Rate Study
- 9) Approve Change Order #5 – Public Waterworks Renovation
- 10) Approve Change Order #8 – NW 9th St/Union Ave Reconstruction
- 11) Approve demolition of structures at 505 S. Highland Avenue and discuss timeline for site preparation
- 12) Update on 2023 infrastructure improvement projects

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Next Regular Commission Meeting – Tuesday, September 5 at 5:30pm

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**

August 7, 2023
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 7th day of August with the following members present on roll call: Commissioners Kelly Dybdahl, Adam Shaw, Jeremiah Corbin, and Mayor Lindsay. The following members were absent: Jerree Wire.

The Pledge of Allegiance was recited.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to adopt the August 7, 2023, agenda. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Corbin, to approve the following items on the consent calendar: Minutes July 24, 2023, Bills for Approval – August 9, 2023, Bills for Ratification – July 25 & August 2, 2023, Payroll Bills for Ratification – July 21 and August 4, 2023, Personnel, June Building Permit Report, Acknowledge Bid Date – Bid No. 932 – 2023 Cable Purchase – August 29, 2023, 2:00pm, Approve Law Enforcement Officer Certification Agreement – Carol Rensch, Approve Law Enforcement Officer Certification Agreement – Andrew Williams.

Bills for Approval – August 9, 2023

APPEARA, Entry Mats - WTP/WWTP, \$143.49, AT & T MOBILITY, Police Phones & Tablets, \$336.34, BAKER & TAYLOR, Books, \$54.01, BANNER ASSOCIATES INC, NW 9th St Construction Services, \$162,755.00, BARGAIN BARN TIRE CENTER, Mount & Balance Tires, \$135.85, BEST WESTERN RAMKOTA-ABERDEEN, Lodging - J.Martin, \$380.97, BORDER STATES ELECTRIC SUPPLY, 500 MCM Pin Terminal (VAUL50012), \$334.25, BORNS GROUP INC, PRINTING & POSTAGE, \$2,510.37, C&R FIRE SUPPRESSION DBA DVL FIRE AND SAFETY, Recharge Extinguishers, \$136.00, CLASSIC CONVENIENCE INC, Fuel, \$1,016.39, COLES PETROLEUM PRODUCTS INC, AV Gas, \$24,863.10, CONSTRUCTION PRODUCTS & CONSULTANTS INC, Sprayer, \$168.00, CORE & MAIN GP LLC, Flange, \$147.14, CRAIGS WELDING SERVICE, Iron, \$1,000.00, DAHL/KESTER, Part-time Animal Control - July, \$400.00, DAKOTA DIRECTIONAL LLC, 2022/23 Elec Conv - Pay #1, \$244,454.40, DITCH WITCH UNDERCON, Invoice Credited back with P13902, \$43.18, DOLLAR GENERAL CORP, Paper Plates/Roasting Pans, \$25.50, ELITE CARD PAYMENT CENTER, Credit Card Purchases through 7/18/23, \$10,349.52, F & M COOP OIL CO, Fuel, \$397.00, GALE CENGAGE LEARNING, Books, \$120.70, GREAT AMERICA FINANCIAL SVCS, HR Copier Lease Acct# 025-1686092-000, \$273.84, GUARDIAN ALLIANCE TECHNOLOGIES INC, Guardian Platform Software, \$50.00, HANCO CORPORATION, Parts, \$109.04, HUSMAN HEATING & PLUMBING LLC, Downpayment - 2 A/C Units at Library, \$5,500.00, KERRY'S LANDSCAPING & IRRIGATION, Hydrant Deposit, \$500.00, LAKE AREA IMPROVEMENT CORP, Sales Tax Rebate - Custom Touch Homes Qtr 2 - 2023, \$20,532.31, LAKE COUNTY REGISTER OF DEEDS, Plat, \$90.00, LAKE VETERINARY CLINIC, Nexgard, \$182.98, LEWIS & CLARK REGIONAL WATER SYSTEM, July Services, \$270.00, LEWIS DRUGS INC, Ziploc Bags, \$6.49, MADISON ACE HARDWARE, Hammer, \$58.05, MADISON COMMUNITY BAND, Annual Contribution, \$3,750.00, MADISON DAILY LEADER, Help Wanted Ads - June 2021, \$321.72, MADISON GROCERY STORE INC, Cinnamon Rolls/Frosting, \$122.39, MADISON LAWN CARE INC, Custom Lawn Mowing & Trimming, \$231.55, MAY CONSTRUCTION INC, Jorgenson Storage Units, \$13,894.42, MICROMARKETING LLC, Books, \$72.88, MID STATES AUDIO INC, Matrix Update, \$275.00, MPOWER TECHNOLOGIES INC, Software Training/Travel Expenses, \$7,485.61, MUSTANG SEEDS INC, Lawn Food, \$25.00, NORTHWESTERN ENERGY, Library 2541218-0, \$10.00, O REILLY AUTOMOTIVE INC, Oil Filter, \$293.65, OFFICE PEEPS INC, Printer Cartridge, Hand Soap, \$320.05, ONE STOP, Bakery, \$17.32, OPEN ACCESS TECHNOLOGY INT'L, AMI Dues and Subscriptions, \$8,500.00, PORTA PROS INC DBA A-1 PORTABLE TOILETS, Toilet Rental - Memorial Park, \$170.00, RAILROAD MGMT CO III LLC, 12 inch Water Pipeline MP 332.46, \$344.67, REINICKE CONSTRUCTION INC, Landscape Rock, Crushed Gravel, \$2,292.63, RSA, Professional Services - City Admin Bldg Phase II, \$27,700.00, RUNNINGS SUPPLY INC, Chemicals/Light Bulbs, \$139.14, RURAL ELECTRIC SUPPLY COOP, Bid #918 - 3PH Transformers, \$81,150.00, SD DEPT OF AGRICULTURE, Air Quality Fee, \$3,177.00, SHPIGLER CONSULTING INC, Consulting Support - AMI/CVR, Gen Plant, DERMS, \$6,597.80, SIOUX VALLEY ENERGY, Utilities - RUS - 122030000, \$57.00, STURDEVANTS MADISON INC, Transmission Fluid, \$327.59, SWEETMAN

CONSTRUCTION CO DBA KNIFE RIVER, G-2 Asphalt, \$17,203.20, THE PENWORTHY CO LLC, Books, \$155.72, TIMMER SUPPLY CO, Ratcheting Crimper, \$381.66

Bills for Ratification – July 25, 2023

LAKE COUNTY PLANNING & ZONING, Conditional Use Fee - Restricted Use Site, \$75.00.

Bills for Ratification – August 2, 2023

AMAZON CAPITAL SERVICES INC, Screen Protectors, \$30.83, APPEARA, Mat Rentals - City Hall, \$137.65, AT & T MOBILITY, Service for Phone & Tablets, \$1,912.98, BAKER & TAYLOR, Books, \$101.53, BLUEPEAK, Phone & Internet, \$3,583.08, BORDER STATES ELECTRIC SUPPLY, 4/0 Primary Wire, \$13,640.68, BORNS GROUP INC, PRINTING & POSTAGE, \$690.00, BOTACH INC, Road Spikes, \$1,865.00, BUILDERS FIRSTSOURCE, Lumber, \$36.77, BUTLER MACHINERY CO, Engine #3 - 2023 RFP Improvements, \$20,346.11, CARQUEST OF MADISON, Chain Saw Fuel, \$30.00, CENTER POINT LARGE PRINT, Books, \$58.42, CENTURY BUSINESS PRODUCTS INC, Copier Contract - Acct# MD0052, \$210.37, CHRISTIANSEN COMPLETE WATER, Cooler Rental, \$6.00, COLES PETROLEUM PRODUCTS INC, #2 Dyed Diesel Fuel, \$29,974.85, COLUMN SOFTWARE PBC, Minutes - June 20, 2023, \$165.07, DAKOTA CINEMA LLC, July Summer Movie, \$350.00, DENNE/OAKLEY, Meal Reimbursement, \$20.04, DGR ENGINEERING, 69KV to 115KV Conversion/Jorgenson Storage Units, \$11,152.50, DOOLEY ENTERPRISES INC, Ammo, \$2,945.74, F & M COOP OIL CO, Tires, \$309.85, FASTENAL CO, Hardware, \$331.37, FEISTNER/MATTHEW, Meals Reimbursement, \$180.00, FOCUS WELLNESS LLC, P90X - June 2023, \$182.00, FOX PROMO LLC, Sew on Patches, \$24.00, GALE CENGAGE LEARNING, Books, \$127.16, GOTH ELECTRIC, Metal Straps, \$169.20, GRAHAM TIRE COMPANY, Tires, \$2,778.00, GREAT AMERICA FINANCIAL SVCS, Copier Lease - Acct# 016-1587488-000, \$412.33, HAUFF MID AMERICA SPORTS INC, Pickleball Post Systems, \$2,319.10, HAWKINS INC, Chemicals, \$5,541.18, HILLYARD INC, Paper Towels/Glass Cleaner, \$346.56, INTERSTATE POWER SYSTEMS INC, Injector, Valve Spring, \$341.71, JENCKS & JENCKS PC, August Services/Contract, \$5,500.00, KIBBLE EQUIPMENT LLC OR JOHN DEERE FINANCIAL, O-Ring, Hand Prime, Check Valve, \$113.59, KLJ ENGINEERING LLC, MDS Taxilane/Road/Parking - Construction, \$8,138.03, LAKE AREA IMPROVEMENT CORP, 3rd Qtr Allotment, \$65,000.00, LAKE COUNTY INTERNATIONAL INC, O-Rings, \$7.74, LAKE COUNTY TREASURER, 6/27/23 to 7/24/23 Fuel Report, \$270.99, LEADER PRINTING, Window Envelopes, \$701.40, LEIGHTON FAMILY FARMS, Popcorn, \$70.00, LEWIS DRUGS INC, Sunscreen, \$118.88, MADISON ACE HARDWARE, Spade, \$144.04, MADISON GROCERY STORE INC, Summer Program Groceries, \$388.71, MARCO TECHNOLOGIES, Copier Lease - Acct# 016-1571453-000, \$285.47, MICROMARKETING LLC, Books, \$165.09, MIDWEST TURF & IRRIGATION, 2023 Sandpro 3040 Groomer, \$24,312.00, OFFICE PEEPS INC, Copier Contract, \$296.61, PHEASANTLAND INDUSTRIES, Statement Forms, \$133.62, PORTA PROS INC DBA A-1 PORTABLE TOILETS, Toilet Rental - RUS, \$296.00, RAMKOTA HOTEL WATERTOWN SD, Lodging - C. Ottoson, \$419.60, RECREATION SUPPLY CO INC, Hydrostatic Relief Valve, \$224.21, ROWMAN & LITTLEFIELD, Congressional Directory, \$71.02, RUNNINGS SUPPLY INC, Poly Sheeting/Balloons/Tent Stakes, \$166.52, SD PUBLIC HEALTH LABORATORY, Water Samples, \$1,201.00, SD SOLID WASTE MANAGEMENT ASSO, SDSWMA Registration - G.Gonyo, \$250.00, SIRCHIE ACQUISITION COMPANY LLC, Test Strips, \$33.82, SODEXO INC & AFFILIATES, Pool Concessions Week 8, \$2,180.53, STURDEVANTS MADISON INC, Gauge, \$13.98, TIMMER SUPPLY CO, Cement, Primer, Plugs, \$205.11, USA BLUE BOOK, Meter, \$547.14, WESTERN BOOKS, Books, \$484.70, WHEALY/MARK, Spin Class 6/28 - 7/6, \$44.00.

Payroll Bills For Ratification – July 21, 2023

ACCOUNTS MANAGEMENT INC, \$310.41, HEALTH POOL OF SOUTH DAKOTA, \$42,700.55, IRS-EFTPS, \$50,139.42, OFFICE-CHILD SUPPORT ENFORCE, \$1,198.58, SD RETIREMENT SYSTEM, \$24,832.43, SD RETIREMENT SYSTEM, \$3,369.00.

Payroll Bills For Ratification – August 4, 2023

AFLAC, \$4,416.05, DELTA DENTAL, \$6,527.02, HEALTH POOL OF SOUTH DAKOTA, \$42,071.54, IRS-EFTPS, \$48,963.81, LOCAL UNION #426, IBEW, \$468.00, OFFICE-CHILD SUPPORT ENFORCE, \$1,056.00, SD RETIREMENT SYSTEM, \$24,630.19, SD RETIREMENT SYSTEM, \$3,489.00, TEAMSTERS LOCAL NO 120, \$785.00.

Personnel

Ottoson, Curt, \$23.59, Distribution & Collection Operator I.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to Approve Second Reading of Ordinance No. 1659 – Amend Solid Waste Ordinances. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Corbin to Approve Assignment Agreement for Tax Increment Financing District Number 5 between Trojan Village, LLC; Bankwest, Inc.; and City of Madison. Motion carried unanimously. The agreement allows the TIF to commence directly to the lender without going through the developer.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to Terminate June 6, 2022 TIF #3 Developer Agreement. Motion carried unanimously. Previously, the Commission had approved a name change in the developer agreement to HME. This item is based on the lender's request to terminate the original agreement that referenced the prior name.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to Award Bid No. 927 – Replacement of Standby Generator – Utilities Office to Electric Construction Company in the amount of \$122,053. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to adopt Resolution 2023-19 – Designation of Directors for Dakota Mainstem Board of Directors. Motion carried unanimously. Nate Zimmerman will serve as the primary representative for the City of Madison and Rick Nighbert will serve as the Alternate Director.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to Adopt Resolution No. 2023-20 Direct and Set Date of Public Hearing on Assessment Roll for Sidewalk Improvement 2022 - September 5th, 5:30pm. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to Adopt Resolution No. 2023-21 Direct and Set Date of Public Hearing on Assessment Roll for Sidewalk Repair 2022 - September 5th, 5:30pm. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Corbin to Authorize Mayor to join Aqueous Film-Forming Foam (AFFF) Multidistrict Litigation (MDL). Motion carried unanimously. This action authorizes the mayor to join a class-action lawsuit relating to PFAS (per- and polyfluoroalkyl substances) in water, which provides the City of Madison an opportunity for funding to assist with required testing and pay for potential expensive treatment upgrades to the City's facility. No cause for concern with our water.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to Proceed with Unbudgeted Electric Projects Related to the Water Tower and City Administration Building. Projects include \$13,000 for electric service for the water tower, electric rerouting service to the new city hall building for \$70,000, and \$38,000 for routing electric service to the western side of Madison for East River. Motion carried unanimously. The Commission directed staff to tie the expenses to the appropriate project/fund.

City Administrator Berreth requested guidance for the development of a policy for handling unbudgeted expenses. Per discussion, the Commission suggested that unbudgeted expenses under \$50,000 would be acceptable with anything higher provided to the Commission. It was also suggested that the City email the Commission for any necessary project expenses that exceed \$50,000 but are still under the bid amount. Finance Director Sonya Wilt shared concerns pertaining to the potential impact of unbudgeted items within the General Fund.

Mayor Lindsay announced the following:

- Reminder to residents about checking waterlines for lead pipes per the Lead-Free SD Initiative.
- Board openings
 - Airport Board – vacancy ending April 2025
 - Airport Board – one 5-year term
 - Library Board – vacancy ending April 2025
 - Library Board – two 3-year terms
 - Park Board – one 3-year term
- Dog Days at Madison Aquatic Center August 20, 2023
- Next Regular Commission Meeting – Monday, August 21 at 5:30pm

Motion by Commissioner Shaw, seconded by Commissioner Corbin to Adjourn at 6:06pm. Motion carried unanimously.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

CITY OF MADISON
PERSONNEL
August 2023

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Olson, Elijah	8/1/23	TEMP	PT<20	13.72	14.24	Water Safety Instructor
Leeds, Larry	8/22/23		PT<20		15.22	Crossing Guard

RESOLUTION NO. 2023-22

A RESOLUTION TO APPROVE A PLAT

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

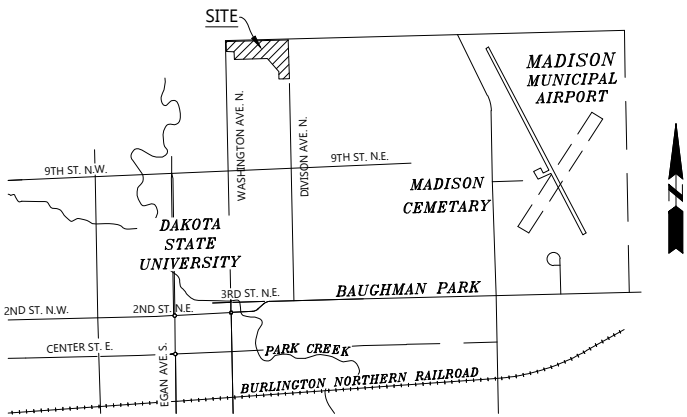
That the preliminary plat of Trojan Village Addition to the City of Madison is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

Dated this 21st day of August, 2023.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer



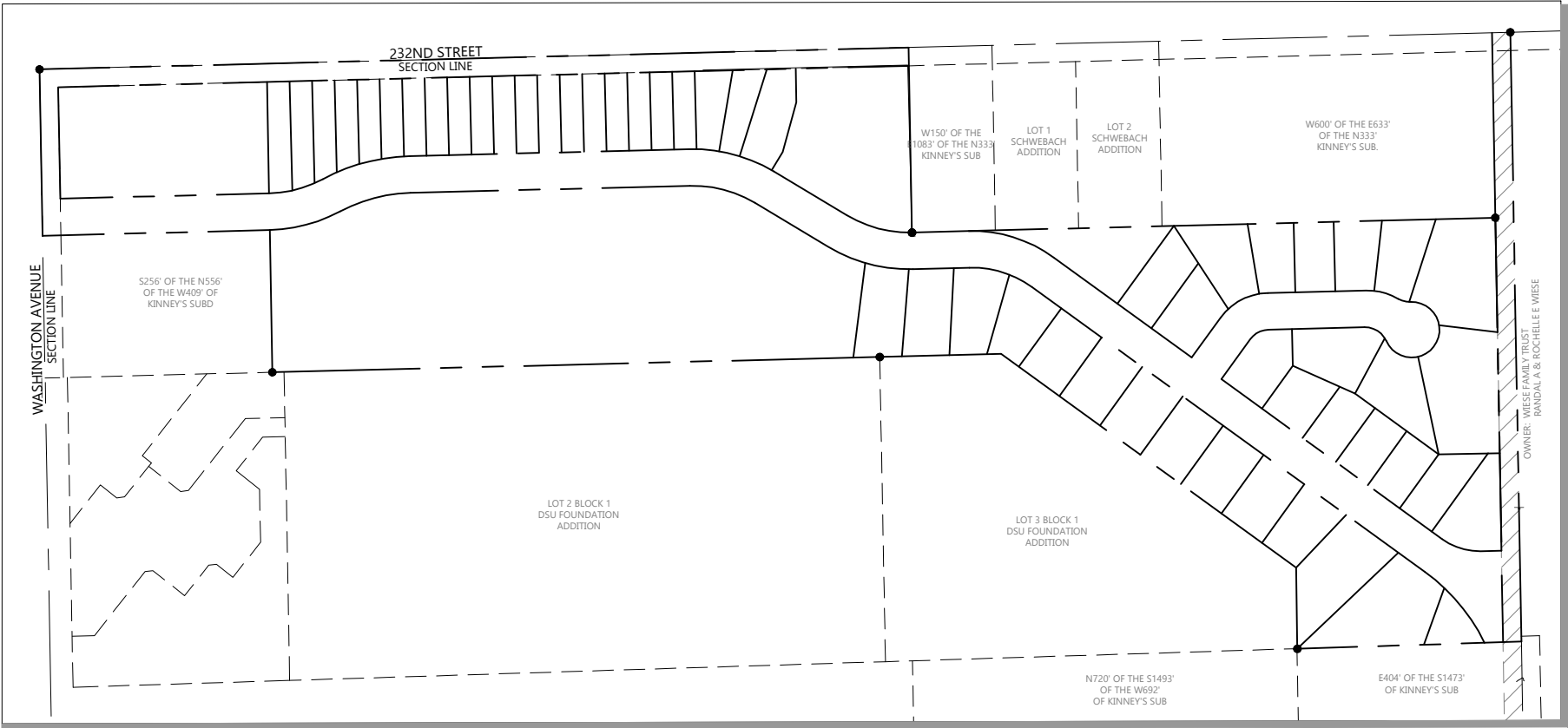
VICINITY MAP
SEC. 5-106-52

PRELIMINARY PLAT

FOR

TROJAN VILLAGE ADDITION

IN THE CITY OF MADISON,
LAKE COUNTY, SOUTH DAKOTA.



LOCATION MAP

LEGAL DESCRIPTION: ALL THAT PART 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, EXCEPT DEEDED AND PLATTED PORTIONS THEREOF AND EXCEPT THE EAST 404 FEET OF THE SOUTH 1473 FEET THEREOF, AND EXCEPT THE SOUTH 256 FEET OF THE NORTH 556 FEET OF THE WEST 409 FEET THEREOF, AND EXCEPT THE WEST 150 FEET OF THE EAST 1083 FEET OF THE NORTH 333' THEREOF, AND EXCEPT THE WEST 600 FEET OF THE EAST 633 FEET OF THE NORTH 333 FEET THEREOF, AND EXCEPT LOTS 1 AND 2 OF SCHEWBACH ADDITION, AND EXCEPT ODENBRETT'S FIRST ADDITION, AND EXCEPT LOTS 1, 2 AND 3 IN BLOCK 1 OF DSU FOUNDATION ADDITION, SUBJECT TO ANY RECORDED EASEMENTS AND ENCUMBRANCES CONTAINED THEREIN.



INDEX OF SHEETS

SHEET NO. 1	TITLE SHEET
SHEET NO. 2	TOPOGRAPHIC SURVEY
SHEET NO. 3	LOT LAYOUT PLAN
SHEET NO. 4	ZONING MAP
SHEET NO. 5	GRADING PLAN
SHEET NO. 6 - 7	DRAINAGE PLAN & STORM SEWER PLAN
SHEET NO. 8	UTILITY PLAN

PLANNING COMMISSION APPROVAL

APPROVAL OF THE PRELIMINARY PLAT OF TROJAN VILLAGE ADDITION TO THE CITY OF MADISON IS HEREBY GRANTED BY THE CITY PLANNING COMMISSION ON THIS ____, DAY OF ____, 2023.

CHAIR, CITY PLANNING COMMISSION
CITY OF MADISON, SOUTH DAKOTA

CITY COMMISSION APPROVAL:

RESOLUTION NUMBER ____.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON THAT THE PRELIMINARY PLAT OF CYBER ESTATES ADDITION TO THE CITY OF MADISON IS HEREBY APPROVED AND THAT THE CITY FINANCE OFFICER OF THE CITY OF MADISON IS HEREBY DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME THEREON. ADOPTED THIS ____, DAY OF ____, 2023.

MAYOR
CITY OF MADISON, SOUTH DAKOTA
STATE OF SOUTH DAKOTA

ATTEST:
CITY FINANCE OFFICER

CITY FINANCE OFFICER:

I, ____, THE DULY APPOINTED, QUALIFIED AND ACTING CITY FINANCE OFFICER OF THE CITY OF MADISON, SOUTH DAKOTA, HEREBY CERTIFY THAT THE ABOVE RESOLUTION IS A TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY THE CITY COMMISSION OF THE CITY OF MADISON, AT A MEETING HELD ON THE ____, DAY OF ____, 2023.

WITNESS MY HAND AS CITY FINANCE OFFICER AND THE OFFICIAL, SEAL OF THE CITY OF MADISON, SOUTH DAKOTA.

CITY FINANCE OFFICER
CITY OF MADISON, SOUTH DAKOTA

CITY ENGINEER APPROVAL:

I, ____, CITY ENGINEER OF THE CITY OF MADISON, DO HEREBY CERTIFY THAT I DID DULY REVIEW AND RECOMMEND APPROVAL OF THIS PRELIMINARY PLAT ON THIS ____, DAY OF ____, 2023.

CITY ENGINEER
CITY OF MADISON, SOUTH DAKOTA

REVIEWED AND APPROVED BY:

OWNER DATE

I, RAYMOND M. PIERSON, HEREBY CERTIFY THAT THIS PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

DATE: 07/28/2023

Raymond M. Pierson
RAYMOND M. PIERSON
REG. NO. 8078

OWNER
TROJAN VILLAGE, LLC
730 S. WASHINGTON AVENUE
(605) 480-5555
AUTHORIZED REPRESENTATIVE: RANDY SCHAEFER
randyschaeferagency@gmail.com

SAYRE ASSOCIATES
216 S. DULUTH AVENUE
SIOUX FALLS, SD 57104
(605) 332-7211
ENGINEER: RAY PIERSON
rayp@sayreassociates.com

DRAWING INDICATES GENERAL UTILITY LOCATIONS ONLY. NEITHER THE CORRECTNESS OR COMPLETENESS OF LOCATIONS ARE GUARANTEED. CONTACT SOUTH DAKOTA ONE CALL PRIOR TO EXCAVATIONS. (1-800-781-7474)

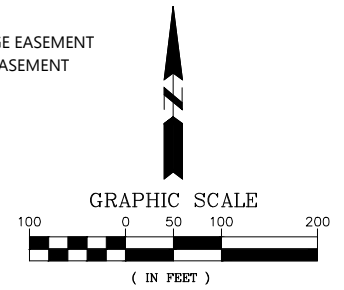
BENCHMARK NO. 1:
TOP NUT OF HYDRANT
S. 556'± OF THE INTERSECTION OF
232ND ST. & WASHINGTON AVE.
ELEV. = 1724.47 (88 DATUM)

BENCHMARK NOTE:
THE ELEVATION BASIS OF THIS SURVEY IS BASED ON GPS OBSERVATION OF THE TRIMBLE VIRTUAL REFERENCE STATION (VRS) SYSTEM AND IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

1. THE DEVELOPER IS COORDINATING WITH THE CITY OF MADISON TO PROVIDE A SECONDARY ACCESS TO AREAS THAT HAVE GREATER THAN 30 RESIDENTIAL UNITS.
2. LOT 1 OF BLOCK 1 WILL ONLY HAVE ACCESS OFF OF PROPOSED HARTER DRIVE AND WILL NOT BE GRANTED ACCESS TO 232ND STREET OR WASHINGTON AVENUE.

	PIN FOUND	D.E.	- PROPOSED DRAINAGE EASEMENT
	FIRE HYDRANT	U.E.	- PROPOSED UTILITY EASEMENT
	LIGHT POLE		
	POWER BOX		
	TELEPHONE BOX		
	SIGN		
	STREET SIGN		
	UTILITY CLOSURE		
	EXISTING CURB & GUTTER		
	EXISTING LOT LINE		
	PROPOSED LOT LINE		

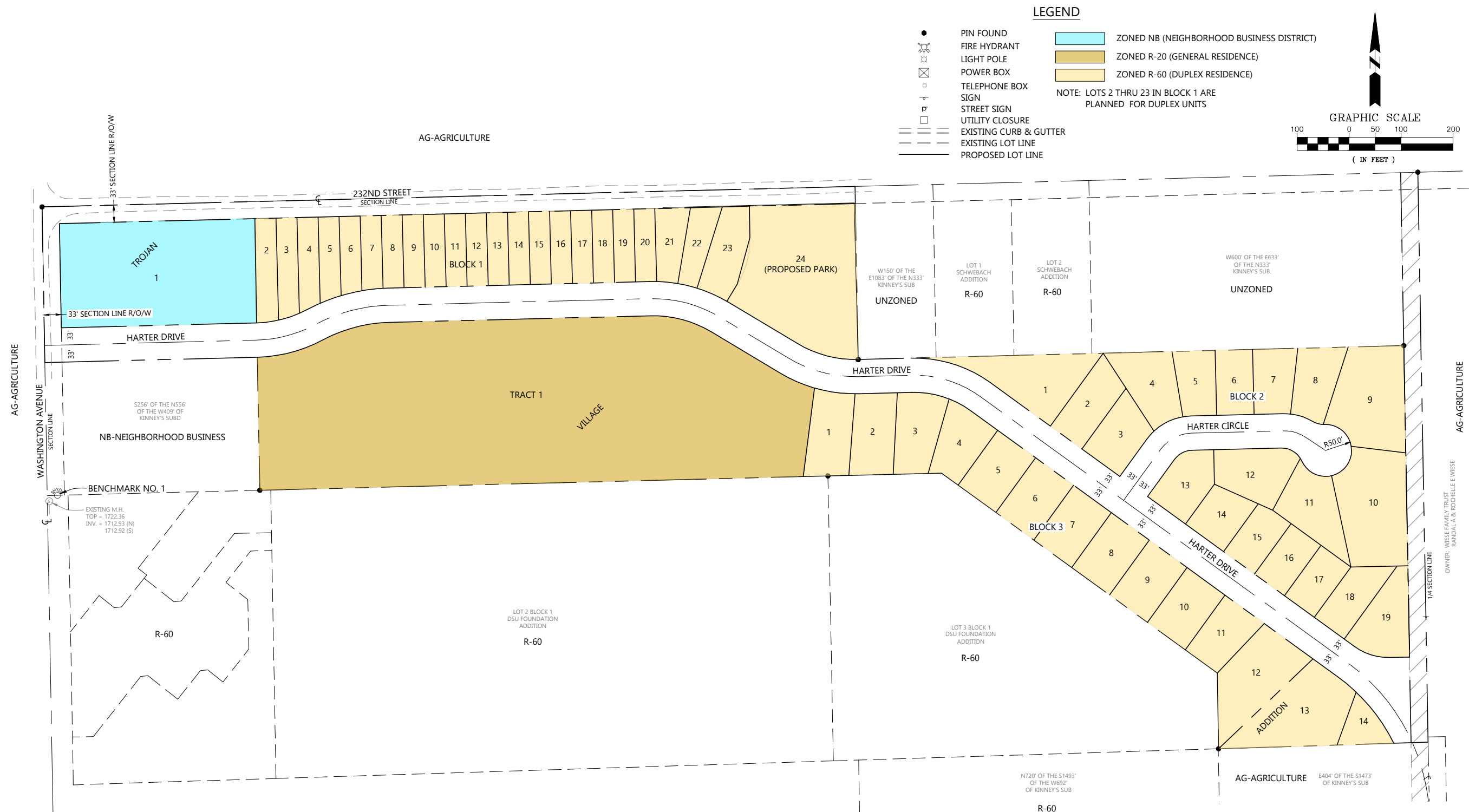
 100'



THE ELEVATION BASIS OF THIS SURVEY IS BASED ON GPS OBSERVATION OF THE TRIMBLE VIRTUAL REFERENCE STATION (VRS) SYSTEM AND IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

TROJAN VILLAGE ADDITION
 TROJAN VILLAGE, LLC.
 SEC. 5 - T106N - R52W
 MADISON, LAKE COUNTY, SOUTH DAKOTA

DOT LAYOUT PLAN



BENCHMARK NO. 1:
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S. 556'± OF THE INTERSECTION OF
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BY: BJB, 23107-PP.dwg, ZONING MAP, PRINT DATE: Jul 28, 2023

07/28/2023



TROJAN VILLAGE ADDITION
 TROJAN VILLAGE, LLC.
 SEC. 5 - T106N - R52W
 MADISON, LAKE COUNTY, SOUTH DAKOTA

PROJECT NO.: 23107

SURVEYED BY: JHC

CREATED BY: BJB

APPROVED BY: JHC

REVISION DATE:

ZONING MAP

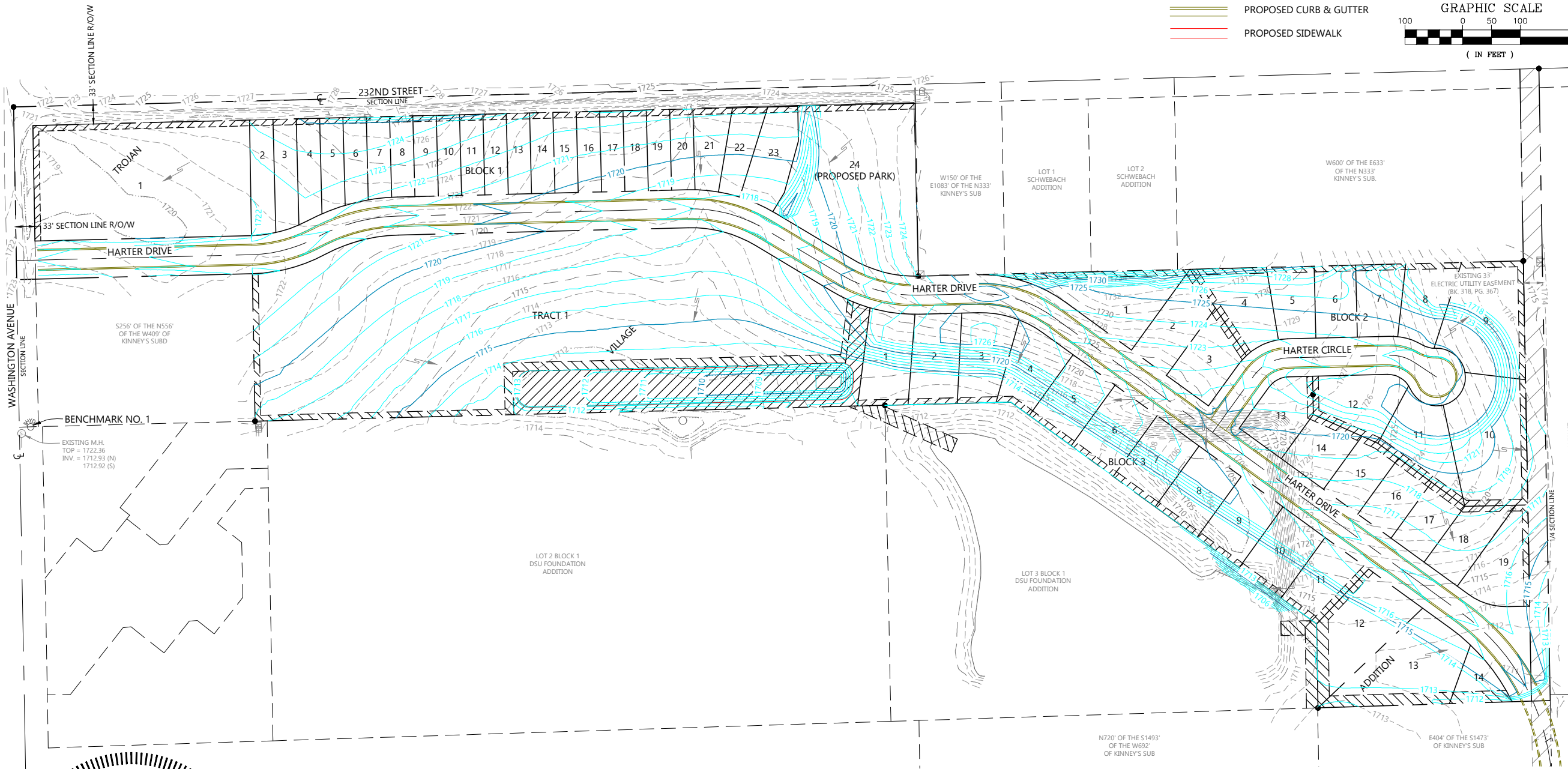
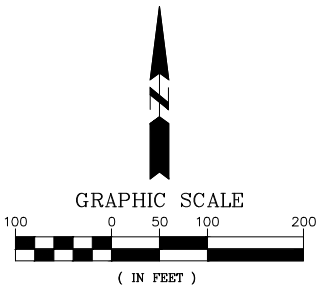


216 S. Duluth Avenue • Sioux Falls, SD 57104
Phone: (605) 332-7211 • Fax: (605) 332-7222

PROJECT NO.:	23107
SURVEYED BY:	JHC
CREATED BY:	BJB
APPROVED BY:	JHC
REVISION DATE:	
GRADING PLAN	

LEGEND

- 1400 --- EXISTING CONTOURS
- 1400 --- PROPOSED CONTOURS
- EXISTING DRAINAGE FLOW
- PROPOSED DRAINAGE FLOW
- PROPOSED CURB & GUTTER
- PROPOSED SIDEWALK

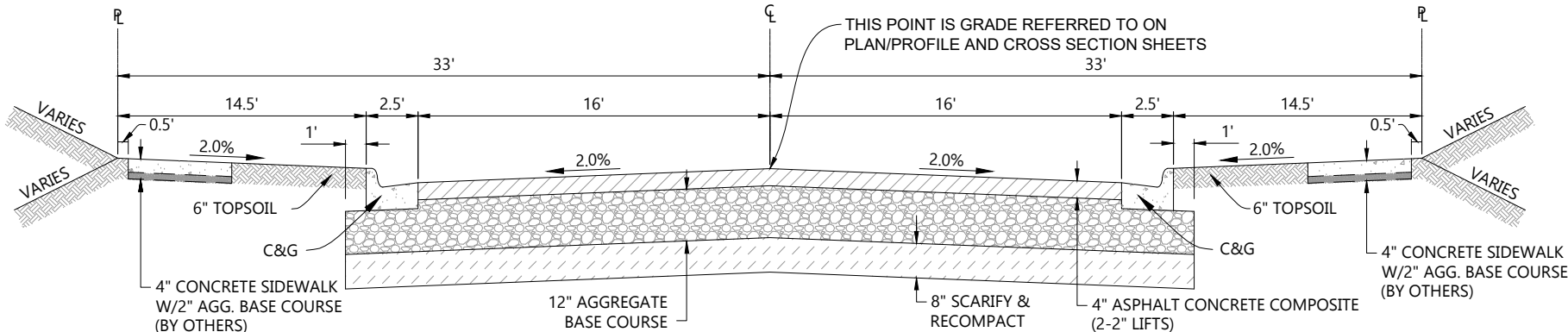


07/28/2023

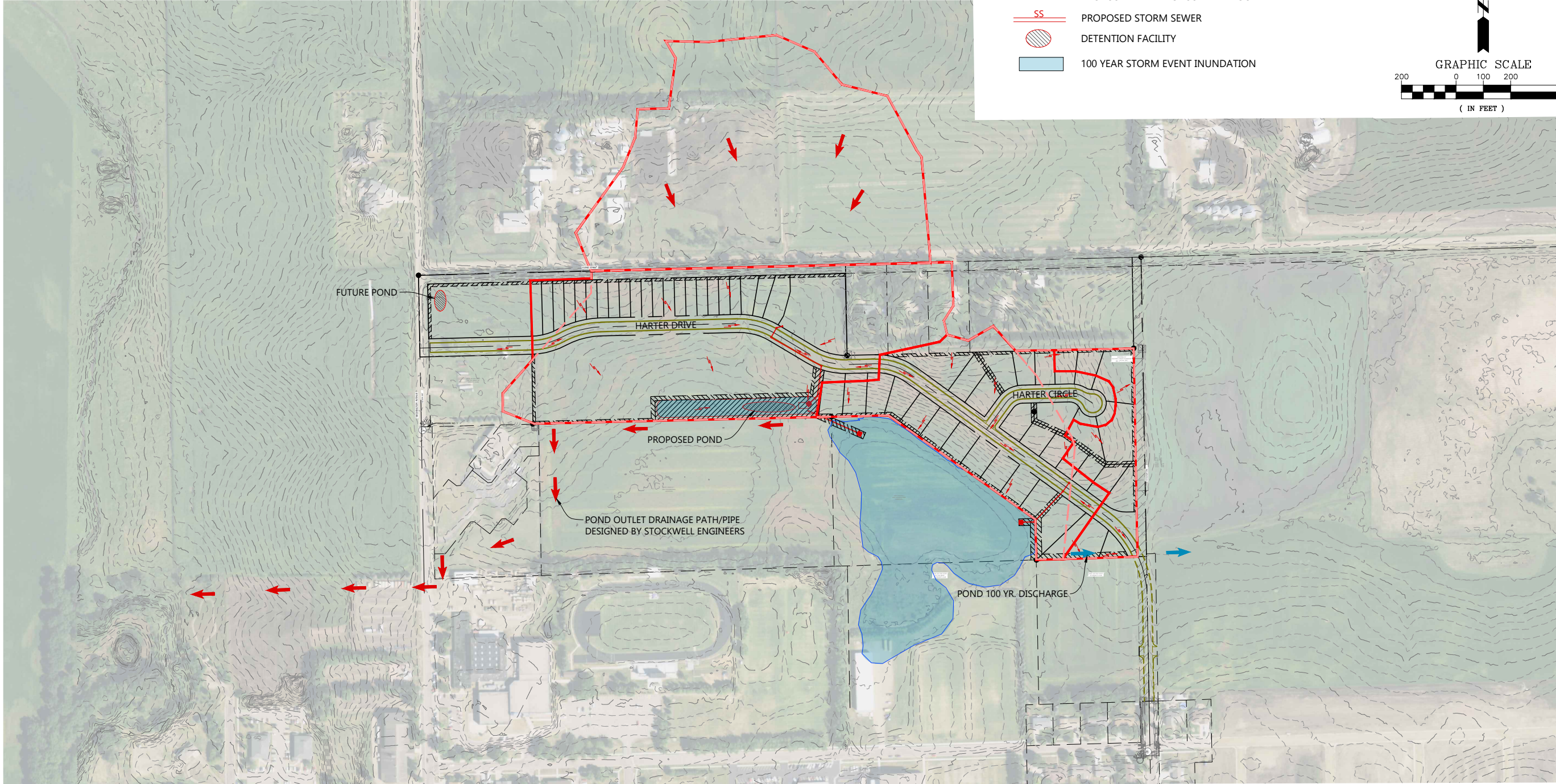
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ELEV. = 1724.47 (88 DATUM)

BENCHMARK NOTE:

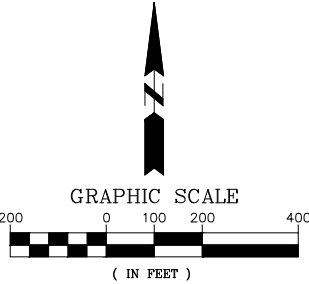
THE ELEVATION BASIS OF THIS SURVEY IS BASED ON GPS OBSERVATION
OF THE TRIMBLE VIRTUAL REFERENCE STATION (VRS) SYSTEM AND IS
BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).



HARTER DRIVE & HARTER CIRCLE

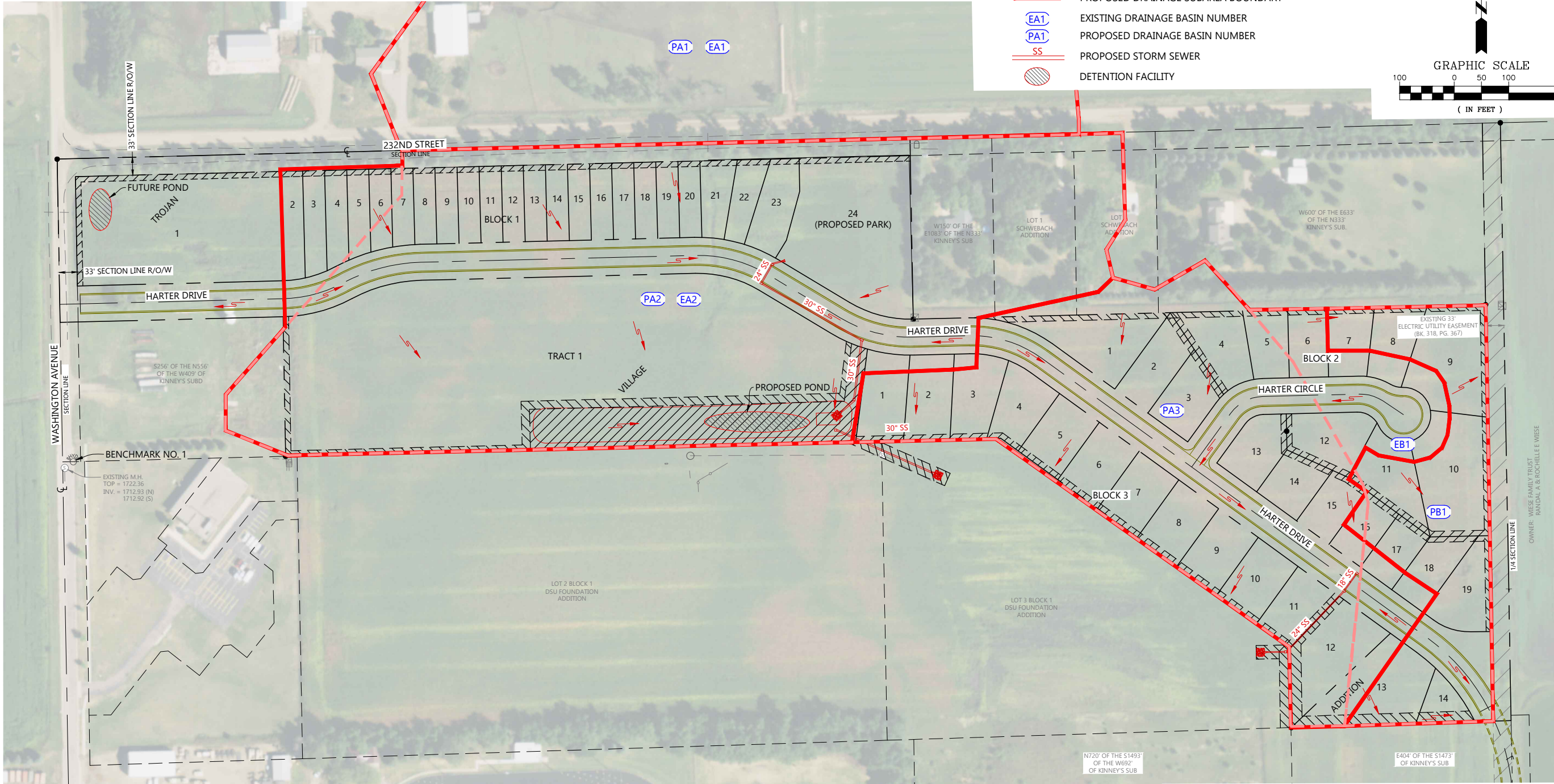


- LEGEND**
- EXISTING DRAINAGE SUBAREA BOUNDARY
 - PROPOSED DRAINAGE SUBAREA BOUNDARY
 - SS PROPOSED STORM SEWER
 - DETENTION FACILITY
 - 100 YEAR STORM EVENT INUNDATION



TROJAN VILLAGE ADDITION
TROJAN VILLAGE, LLC.
SEC. 5 - T106N - R52W
MADISON, LAKE COUNTY, SOUTH DAKOTA

PROJECT NO.:	23107
SURVEYED BY:	JHC
CREATED BY:	BJB
APPROVED BY:	JHC
REVISION DATE:	
OVERALL DRAINAGE PLAN	



NOTE:
1. THE RELEASE RATES FROM THIS DEVELOPMENT SHALL NOT EXCEED PRE-DEVELOPED RATES FOR THE 2, 5, 10, 25, 50, AND 100 YEAR STORMS.
2. EXISTING AND PROPOSED BASIN "A" DISCHARGES TO DAKOTA STATE UNIVERSITY POND. EXISTING AND PROPOSED BASIN "B" DISCHARGES OFFSITE TO THE EAST.

TABLE OF PROPOSED POND DATA							
EVENT	EXISTING PEAK FLOW (CFS)	EXISTING RUNOFF VOLUME (AC-FT)	DEVELOPED PEAK FLOW INTO POND (CFS)	DEVELOPED RUNOFF VOLUME (AC-FT)	DEVELOPED PEAK FLOW OUT OF POND (CFS)	HWL	MAX STORAGE VOLUME (AC-FT)
2 YEAR	21.43	3.100	25.27	3.262	11.27	1710.92	0.476
5 YEAR	36.41	5.170	38.23	5.131	13.65	1711.86	0.896
10 YEAR	46.09	5.708	45.50	6.374	14.76	1712.35	1.199
25 YEAR	60.13	8.634	55.18	8.183	22.21	1712.78	1.492
50 YEAR	72.45	10.475	66.10	9.784	32.27	1712.97	1.621
100 YEAR	82.76	12.049	74.72	11.143	42.74	1713.12	1.740

TABLE OF OUTLET DISCHARGES (CFS)							
EXISTING CONDITIONS							
DESCRIPTION	AREA (Ac.)	2 YEAR	5 YEAR	10 YEAR	25 YEAR	50 YEAR	100 YEAR
TO DSU POND	43.679	21.44	36.42	46.09	60.14	72.45	82.75
TO EAST	4.89	4.33	7.50	9.66	12.74	15.47	17.79
DEVELOPED CONDITIONS							
LABEL	AREA (Ac.)	2 YEAR	5 YEAR	10 YEAR	25 YEAR	50 YEAR	100 YEAR
TO DSU POND	46.26	20.09	28.99	34.45	48.32	64.03	79.02
TO EAST	3.2	2.53	4.59	5.98	8.03	9.85	11.42

SUMMARY OF PROPOSED STORM SEWER INLETS

D.I. NO. 1 (SF-6)
TOP = 1692.07
INV. = 1688.38 (W,E)

D.I. NO. 2 (SF-6)
TOP = 1692.07
INV. = 1688.59 (N)
1688.49 (W)

D.I. NO. 3 (FUTURE)
TOP = 1698.79
INV. = 1692.65 (S, W)

D.I. NO. 4 (FUTURE)
TOP = 1698.79
INV. = 1692.98 (E)



07/28/2023

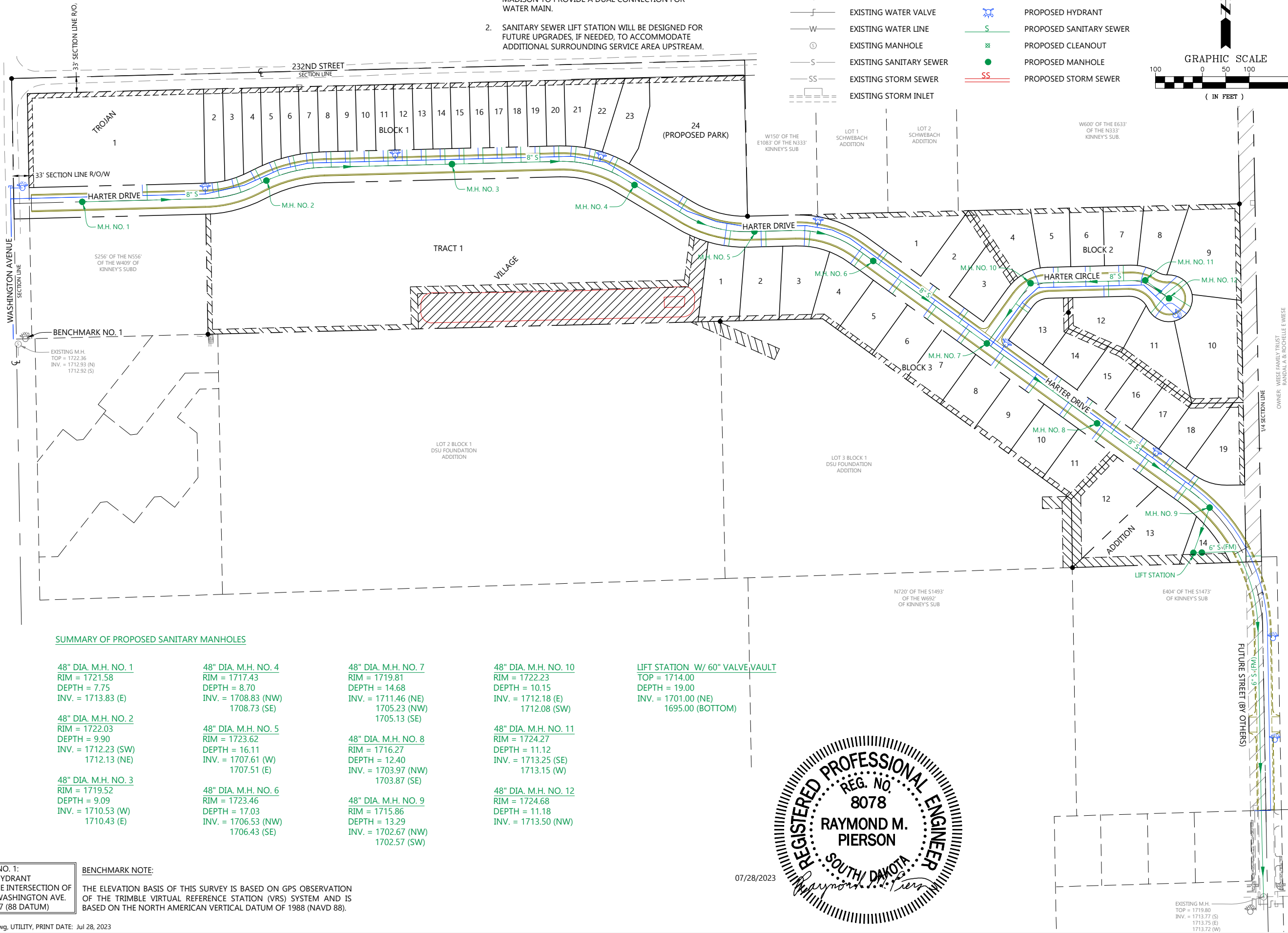
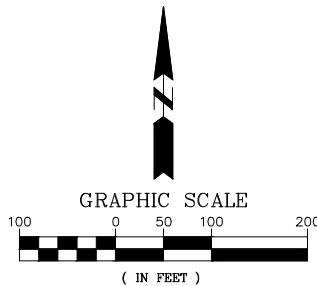
TROJAN VILLAGE ADDITION
TROJAN VILLAGE, LLC.
SEC. 5 - T106N - R52W
MADISON, LAKE COUNTY, SOUTH DAKOTA

UTILITY NOTES:

1. THE DEVELOPER IS COORDINATING WITH THE CITY OF MADISON TO PROVIDE A DUAL CONNECTION FOR WATER MAIN.
2. SANITARY SEWER LIFT STATION WILL BE DESIGNED FOR FUTURE UPGRADES, IF NEEDED, TO ACCOMMODATE ADDITIONAL SURROUNDING SERVICE AREA UPSTREAM.

LEGEND

	FIRE HYDRANT		PROPOSED WATER VALVE
	EXISTING WATER SHUTOFF		PROPOSED WATER LINE
	EXISTING WATER VALVE		PROPOSED HYDRANT
	EXISTING WATER LINE		PROPOSED SANITARY SEWER
	EXISTING MANHOLE		PROPOSED CLEANOUT
	EXISTING SANITARY SEWER		PROPOSED MANHOLE
	EXISTING STORM SEWER		PROPOSED STORM SEWER
	EXISTING STORM INLET		



SUMMARY OF PROPOSED SANITARY MANHOLES

48" DIA. M.H. NO. 1
RIM = 1721.58
DEPTH = 7.75
INV. = 1713.83 (E)

48" DIA. M.H. NO. 2
RIM = 1722.03
DEPTH = 9.90
INV. = 1712.23 (SW)
1712.13 (NE)

48" DIA. M.H. NO. 3
RIM = 1719.52
DEPTH = 9.09
INV. = 1710.53 (W)
1710.43 (E)

48" DIA. M.H. NO. 4
RIM = 1717.43
DEPTH = 8.70
INV. = 1708.83 (NW)
1708.73 (SE)

48" DIA. M.H. NO. 5
RIM = 1723.62
DEPTH = 16.11
INV. = 1707.61 (W)
1707.51 (E)

48" DIA. M.H. NO. 6
RIM = 1723.46
DEPTH = 17.03
INV. = 1706.53 (NW)
1706.43 (SE)

48" DIA. M.H. NO. 7
RIM = 1719.81
DEPTH = 14.68
INV. = 1711.46 (NE)
1705.23 (NW)
1705.13 (SE)

48" DIA. M.H. NO. 8
RIM = 1716.27
DEPTH = 12.40
INV. = 1703.97 (NW)
1703.87 (SE)

48" DIA. M.H. NO. 9
RIM = 1715.86
DEPTH = 13.29
INV. = 1702.67 (NW)
1702.57 (SW)

48" DIA. M.H. NO. 10
RIM = 1722.23
DEPTH = 10.15
INV. = 1712.18 (E)
1712.08 (SW)

48" DIA. M.H. NO. 11
RIM = 1724.27
DEPTH = 11.12
INV. = 1713.25 (SE)
1713.15 (W)

48" DIA. M.H. NO. 12
RIM = 1724.68
DEPTH = 11.18
INV. = 1713.50 (NW)

LIFT STATION W/ 60" VALVE VAULT
TOP = 1714.00
DEPTH = 19.00
INV. = 1701.00 (NE)
1695.00 (BOTTOM)



07/28/2023

BENCHMARK NO. 1:
TOP NUT OF HYDRANT
S. 556' ± OF THE INTERSECTION OF
232ND ST. & WASHINGTON AVE.
ELEV. = 1724.47 (88 DATUM)

BENCHMARK NOTE:

THE ELEVATION BASIS OF THIS SURVEY IS BASED ON GPS OBSERVATION OF THE TRIMBLE VIRTUAL REFERENCE STATION (VRS) SYSTEM AND IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

TROJAN VILLAGE ADDITION

TROJAN VILLAGE, LLC.
SEC. 5 - T106N - R52W
MADISON, LAKE COUNTY, SOUTH DAKOTA

PROJECT NO.: 23107

SURVEYED BY: JHC

CREATED BY: BJ8

APPROVED BY: JHC

REVISION DATE:

UTILITY PLAN

**APPLICATION FOR A TEMPORARY
ALCOHOL LICENSE**

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

Date 8/9/23

Honorable Mayor
City Commissioners
Madison, South Dakota

I herewith submit my application for a temporary alcohol license for the date of
September 9th, 2023.

Location Madison City Armory

Fee per license: \$5.00

Enclosed is a check in the amount of \$ 5.00 to cover said fee.

Cjshafer LLC DBA Sportys
Name of Firm, Corporation or Partnership Making Application

Grace Becking Nelson / Casper Wedding
Name of Organization, Person or Firm Holding the Event

120 N Van Eps Ave Madison, SD 57042
Street Address City Zip Code


Signature of Applicant

8/9/23
Date

APPROVED: _____

For Office Use Only

Receipt No. 101.3200.3261 Date _____ Amount \$ _____

**APPLICATION FOR A TEMPORARY
ALCOHOL LICENSE**

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

Date 8/9/23

Honorable Mayor
City Commissioners
Madison, South Dakota

I herewith submit my application for a temporary alcohol license for the date of
September 30th, 20 23.

Location City Armory

Fee per license: \$5.00

Enclosed is a check in the amount of \$ 5.00 to cover said fee.

Cjsnafor LLC dba Sporty's
Name of Firm, Corporation or Partnership Making Application

Connors Wedding
Name of Organization, Person or Firm Holding the Event

120 N Van Eps Ave, Madison, SD 57042
Street Address City Zip Code

Cam Stof
Signature of Applicant

8/9/23
Date

APPROVED: _____

For Office Use Only

Receipt No. 101.3200.3261 Date _____ Amount \$ _____



Nuisance Actions

Drafted July 2023

PROCESS TO ABATE NUISANCES

Investigative State

1. Complaint
 - a. Complaints are received by city on approved form.
2. Inspection
 - a. The Code Enforcement Officer makes inspection of the property from the right of way area. Photographs, notes, and other evidence may be gathered.
3. Courtesy Letter
 - a. The Code Enforcement Officer sends a letter to the owner outlining the complaint received and the observations/evidence gathered regarding the property. The letter requests repairs to be done to bring the property into compliance with the ordinance.
4. Second Letter
 - a. If repairs have not been made, a second letter to alleviate nuisance is issued.

Presentation of File to City Attorney

1. If there is non-compliance after two written notices of violation, Code Enforcement will present the file to the City Attorney.
2. The City Attorney will review the file and recommend if process to proceed, utilizing the city code or filing a civil complaint in circuit court.
3. The City Attorney will notify the City Administrator and the Code Enforcement Officer of the recommendation to proceed.
4. With approval of the City Administrator, City Attorney will proceed with:
 - a. Civil Court – Complaint and Service, pursuant to state statutes. Attorneys will keep Code Enforcement and City Administrator informed on dates, etc.
 - i. Used for most egregious, complicated, or contentious cases.
 - b. City Code – process delineated in § 24-21 to 24.
 - i. Used for standard nuisance cases.

City Commission Hearing

1. The City Attorney will prepare a notice of hearing. *See Appendix A.*
 - a. The City Administrator will inform the City Attorney of next available date for meeting – must be at least 5 days after notice is served.
 - b. Preference for hearings to take place during regular Commission meetings.
 - c. Notice Contents:
 1. Location of the alleged nuisance,
 2. Description of what constitutes the alleged nuisance, and
 3. A statement notifying the person of the date, time, and place of a hearing at which the Board of Commissioners shall determine whether the nuisance exists, and that if after such hearing the Board determines that a nuisance does exist, or if the person fails to appear, that the City shall abate the nuisance and assess the costs thereof against such person. The notice shall also inform such person that at the hearing the person shall have the right to appear, be represented by an attorney, present evidence and cross-examine witnesses.

2. City Attorney will prepare request for action, to be presented to Board of City Commissioners. *See Appendix B.*
3. Service of Notice
 - a. Notice shall be served by the Health Officer or delegate, signed by the Health Officer or delegate, upon the owner or the owner's agent or the occupant of any lot, building or premises which constitutes a nuisance. If the owner or the owner's agent, or the occupant of such premises cannot be found, the notice shall be served by posting it on the premises.
 - b. The hearing must be at least 5 days after service of notice. § 24—23.
4. Commissioners will act as arbitrators for the hearings before the full Board.
 - a. Hearing Procedures in *Appendix D*.
5. If the Board determines the nuisance does exist or if the person served fails to appear, the Board shall issue a written order and finding of facts to the property owner to abate the nuisance. *See Appendix C.*

Abatement

1. If the owner does not abate the nuisance within the required time, the City Attorney will prepare notice that the city will abate the nuisance. Requirements for city abatement:
 - a. Order to abate the nuisance or to request a hearing within a stated time, which shall be reasonable under the circumstances. §24-24
 - b. The location of the nuisance is the same if stationary.
 - c. A description of what constitutes the nuisance.
 - d. A statement of facts necessary to abate the nuisance.
 - e. The date, time, and place at which the hearing took place.
2. Service of notice to abate shall follow similar service rules as above.
3. If the person fails to abate the nuisance, the City Code Enforcement Officer shall prepare a statement of costs required to abate the nuisance and present a plan to abate to the City Administrator.
 - a. With approval of the City Administrator, the Code Enforcement Officer proceeds with abatement.
 - b. A bill of costs shall be sent to the owner of the property.
4. If the city abates a nuisance and the bill is not paid by the owner within 30 days of the receipt of statement of costs, the costs may be levied against the property as a special assessment. § 24-27.

CHECKLIST FOR NUISANCE COMPLAINTS

ACTION	DATE
1. Complaint or notification of nuisance	
2. Code Enforcement Officer Inspects Property	
3. Code Enforcement Officer Collects Discovery: pictures, interviews, etc.	
4. Code Enforcement Officer sends 1 st Curtsey Letter	
5. Code Enforcement Officer send 2 nd Curtsey Letter	
6. Code Enforcement Officer presents file, including discovery, to City Attorney	
7. City Attorney reviews file and provides recommendation to Code Enforcement Officer and City Administrator	
8. City Administrator approves process moving forward	
9. If Civil File, City Attorney will file complaint pursuant to statute.	
10. If Commission File, City Administrator sets date in which hearing will take place (regular commission meeting, usually one month after process is approved)	
11. City Attorney will draft notice of hearing.	
12. Notice of hearing served on landowner by Health Official or Delegate. Service must occur at least 5 days prior to hearing or hearing should be postponed. If hearing is postponed, new notice is drafted.	
13. City Attorney prepares request for action, to be presented to Board of City Commissioners.	
14. City Attorney and Code Enforcement Officer meet to review evidence presentation at Commission meeting.	
15. Commission Meeting/ Hearing	
16. City Attorney drafts order and findings of fact based on outcome of Commission Meeting/ Hearing	
17. City Attorney mails order to landowner via certified mail.	
18. Code Enforcement Officer Inspects Property to ensure abatement occurs. If abatement does not occur within timeframe listed in order, Code Enforcement Officer notifies City Attorney.	
19. City Attorney prepared notice of abatement.	
20. Notice of city abatement served on landowner by Health Official or Delegate.	
21. Code Enforcement Officer prepares statement of costs and plan to abate.	
22. City Administrator approves costs and plan to abate. Plan and costs mailed to landowner.	
23. City follows plan to abate.	
24. Invoice of abatement costs sent to property owner.	



Appendix A: NOTICE OF HEARING

Property Owner Name

Address

Madison, SD 57042

Date

Dear **Property Owner Name**,

An inspection was completed at the property located at **LOCATION** on **xx/xx/xxxx**. The property was found to be in violation of one or more of the Madison City Ordinances, including the 2021 International Property Maintenance Code (IPMC) as adopted by the City of Madison. *Sec.10-19 of the Madison Code of Ordinances*. A description of the alleged nuisance is included in the enclosed pages. The City of Madison Code Enforcement sent courtesy notice of violation letters to you dated **DATE**, and **DATE**. To date, the alleged violations of the Madison City Ordinances remain on the property.

NOTICE IS HEREBY GIVEN that a Hearing to Determine Nuisance will be held by the Madison Board of Commissioners on the allegations of public nuisance located at **LOCATION**. The hearing will be open to the public and will be conducted as follows:

Monday, August 21, 2023
City of Madison
116 W. Center Street
Madison, South Dakota 57042

Hearing scheduled to begin at 5 PM CT

If the Madison Board of Commissioners determines a nuisance does exist, or if you fail to appear, the City shall abate the nuisance and assess the costs thereof against you as the property owner. You have the right to appear at the hearing, be represented by an attorney, present evidence, and cross-examine witnesses.

Questions concerning this matter should be directed to the City Administrator at **XXX-XXX-XXXX**.

Sincerely,

Code Enforcement Officer
City of Madison

Enclosure(s): 1



Appendix B: REQUEST FOR BOARD ACTION

REQUEST FOR BOARD ACTION CITY OF MADISON BOARD OF COMMISSIONERS

MEETING DATE: August 21, 2023

SUBJECT: Order for Violator of Nuisance ordinance

PRESENTER: Carrie G. Sanderson, Jencks Law – Deputy City Attorney, Madison, SD

ATTACHMENT(S): Proposed Order

SUMMARY OF REQUEST:

Madison City Ordinance § 24-21 reads as follows:

When it comes to the attention of any City official that a nuisance may exist on any premises within the City, a preliminary notice shall be served upon the owner of the premises, or the owner's agent, or the occupant thereof, which shall inform such person that it is alleged that a nuisance exists on such premises and shall contain:

- 1. The location of the alleged nuisance, if the same is stationary.*
- 2. A description of what constitutes the alleged nuisance.*
- 3. A statement notifying the person of the date, time and place of a hearing at which the Board of Commissioners shall determine whether the nuisance exists, and that if after such hearing the Board determines that a nuisance does exist, or if the person fails to appear, that the City shall abate the nuisance and assess the costs thereof against such person. The notice shall also inform such person that at the hearing the person shall have the right to appear, be represented by an attorney, present evidence and cross examine witnesses.*

Madison City Ordinance § 23-23 reads as follows:

At the date, time and place specified in the notice of hearing served pursuant to the provisions of this article, the Board of Commissioners shall hold a hearing to determine whether a nuisance exists on the premises upon which it is alleged that a nuisance does exist. Such hearing shall be held no sooner than five days after the service of the notice of hearing. At such hearing the person served with the notice shall have the right to appear, be represented by an attorney, present evidence and cross examine witnesses. If, after the hearing, the Board

CITY OF MADISON
116 W. Center Street
Madison, South Dakota 57042
(605) 256-7514



determines that the nuisance does exist or if the person served fails to appear, then the Board shall issue a written order to abate the nuisance.

Certain property, located at **LOCATION**, owned as indicated on GIS by **Property Owners**, has been found in violation of the County's Nuisance Ordinances (Chapter 24 of the Madison City Code and the 2021 International Property Maintenance Code, as adopted in Sec.10-19 of the Madison Code of Ordinances) on January x, 2023, and February x, 2023. City staff, including enforcement staff, will be present to provide more information.

BOARD ACTION REQUESTED:

Order of Nuisance under §24-23. If the Board is so inclined, the following motion is suggested:

I move that the Board order a public nuisance exists on the property, pursuant to the city ordinances found in Chapter 24 and the 2021 International Property Maintenance Code

If the Board is not inclined to order a public nuisance, the following motion is suggested:

I move to postpone this item indefinitely.



Appendix C: ORDER AND FINDING OF FACTS

PROPERTY OWNER NAME

ADDRESS

Madison, SD 57042

DATE OF HEARING

PROPERTY: LOCATION OF NUISANCE

Dear PROPERTY OWNER NAME,

A Hearing to Determine Nuisance was held on August 21, 2023. The Madison Board of Commissioners determined the property located at LOCATION qualifies as a public nuisance, pursuant to the Madison City Ordinances, including the 2021 International Property Maintenance Code (IPMC) as adopted by the City of Madison. *Sec.10-19 of the Madison Code of Ordinances.*

The above referenced property is in violation of the following codes and ordinances: LIST VIOLATION

IMPC 302 Exterior Property areas.

IMPC 302.8 Motor Vehicles

City of Madison Code of Ordinances § 24-20 – Illustrative enumeration.

IT IS THEREFORE ORDERED that the public nuisance at LOCATION shall be abated and repaired, as necessary, to be in compliance with the 2021 International Property Maintenance Code and the Madison City Ordinances. **The issues must be resolved by September 21, 2023.** Failure to comply with this order will result in further action by the City, including the abatement of said nuisance and the costs associated with the same, as provided for by the Ordinance.

You have the right to request an appeal of this matter pursuant to the South Dakota Codified Laws.

Thank you for your immediate attention to this matter. Questions concerning this matter should be directed to the City Administrator at XXX-XXX-XXXX.

Sincerely,

Code Enforcement Officer
City of Madison

Enclosure(s):

CITY OF MADISON
116 W. Center Street
Madison, South Dakota 57042
(605) 256-7514

Appendix D: HEARING PROCEDURES

Nuisance Hearing Procedures

The following rules shall govern the procedures for an administrative hearing:

1. Hearings and administrative appeals need not be conducted according to the technical rules relating to evidence and witnesses.
2. Oral evidence shall be taken only on oath or affirmation.
3. The chairman of the board or the hearing examiner shall administer oaths or affirmations to witnesses.
4. Any relevant evidence shall be admitted if it is the type of evidence upon which reasonable persons are accustomed to relying in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence after objection in civil actions in courts of competent jurisdiction in this state.
5. Irrelevant and unduly repetitious evidence and evidence that lacks trustworthiness shall be excluded.

Rights of parties at hearing

The appellant, the major organizational unit or agency, and any other party to an appeal shall have these rights among others:

1. To call and examine witnesses on any matter relevant to the issue of the hearing;
2. To introduce documentary and physical evidence;
3. To cross examine opposing witnesses on any matter relevant to the issues of the hearing; and
4. To rebut evidence.

Decision

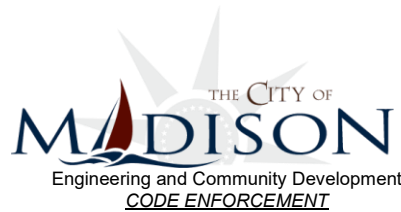
After each appeal hearing, the board shall perform the following:

1. Make written findings of fact.
2. Based upon such written findings, sustain, remand for further hearing or action, or rescind the complained action or decision. The board or hearing examiner may in its discretion waive the payment of any fines, reinstatement, or late penalty fee.

Report, costs.

A written report of the decision, including the findings of fact, shall be furnished to the appellant and the major organizational unit or agency within 15 working days from the date the hearing is closed. The city and the landowner shall bear their own respective costs of the proceeding. The decision of the board or hearing examiner shall be final.

Subject to judicial review. The decision of the board or the hearing examiner may be subject to judicial review as provided by law.



REQUEST FOR BOARD ACTION
CITY OF MADISON
BOARD OF COMMISSIONERS

MEETING DATE: August 21, 2023

SUBJECT: Order for Violation of Nuisance Ordinance

PRESENTER: Carrie G. Sanderson, Jencks Law – Deputy City Attorney, Madison, SD

ATTACHMENT(S): Proposed Order

SUMMARY OF REQUEST:

Madison City Ordinance § 24-21 reads as follows:

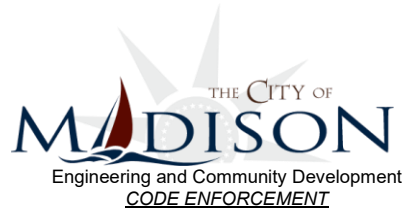
When it comes to the attention of any City official that a nuisance may exist on any premises within the City, a preliminary notice shall be served upon the owner of the premises, or the owner's agent, or the occupant thereof, which shall inform such person that it is alleged that a nuisance exists on such premises and shall contain:

- 1. The location of the alleged nuisance, if the same is stationary.*
- 2. A description of what constitutes the alleged nuisance.*
- 3. A statement notifying the person of the date, time and place of a hearing at which the Board of Commissioners shall determine whether the nuisance exists, and that if after such hearing the Board determines that a nuisance does exist, or if the person fails to appear, that the City shall abate the nuisance and assess the costs thereof against such person. The notice shall also inform such person that at the hearing the person shall have the right to appear, be represented by an attorney, present evidence and cross examine witnesses.*

Madison City Ordinance § 24-23 reads as follows:

At the date, time and place specified in the notice of hearing served pursuant to the provisions of this article, the Board of Commissioners shall hold a hearing to determine whether a nuisance exists on the premises upon which it is alleged that a nuisance does exist. Such hearing shall be held no sooner than five days after the service of the notice of hearing. At such hearing the person served with the notice shall have the right to appear, be represented by an attorney, present evidence and cross examine witnesses. If, after the hearing, the Board determines that the nuisance does exist or if the person served fails to appear, then the Board shall issue a written order to abate the nuisance.

CITY OF MADISON
116 W. Center Street
Madison, South Dakota 57042
(605) 256-7514



Certain property, located at 1039 West Center Street, Madison, SD 57042, LOT 10 EX E 10' BLK 8 HNKINS 2ND ADD #998M, owned as indicated on GIS by Marvin Parkinson, has been found in violation of the County's Nuisance Ordinance (Chapter 24 of the Madison Code and the 2021 International Property Maintenance Code, as adopted in Sec.10-19 of the Madison Code) on January 11, 2023, February 11, 2023, and March 1, 2023.

City staff, including enforcement staff, will be present to provide more information.

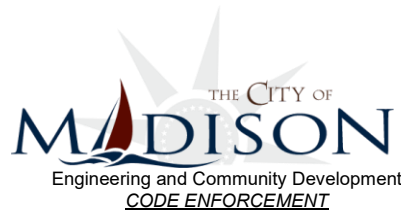
BOARD ACTION REQUESTED:

Order of Nuisance under §24-23. If the Board is so inclined, the following motion is suggested:

I move that the Board order a public nuisance exists on the property, pursuant to the city ordinances found in Chapter 24 of the Madison Code and the 2021 International Property Maintenance Code.

If the Board is not inclined to order a public nuisance, the following motion is suggested:

I move to postpone this item indefinitely.



PROPOSED ORDER AND FINDINGS OF FACT OF THE MADISON BOARD OF CITY COMMISSIONERS Nuisance Violation

Marvin Parkinson
PO Box 179
Madison, SD 57042

August 21, 2023

PROPERTY: 1039 West Center Street, Madison, SD 57042
LOT 10 EX E 10' BLK 8 HNKINS 2ND ADD #998M

Dear Mr. Parkinson,

A Hearing to Determine Public Nuisance was held on August 21, 2023. The Madison Board of Commissioners determined the property located at 1039 West Center Street, Madison, SD 57042, LOT 10 EX E 10' BLK 8 HNKINS 2ND ADD #998M, qualifies as a public nuisance, pursuant to the Code of Ordinances, City of Madison, South Dakota, including the 2021 International Property Maintenance Code (IPMC) as adopted by the City of Madison. *Sec.10-19 of the Madison Code.*

The above referenced property is in violation of the following codes and ordinances:

IMPC 302 Exterior Property areas.
IMPC 302.8 Motor Vehicles

IMPC 308 Rubbish and Garbage
IMPC 3081 Accumulation of Rubbish or Garbage.
IMPC 308.2 Disposal of Rubbish.
IMPC 308.3 Disposal of Garbage.

City of Madison Code of Ordinances § 24-20 – Illustrative enumeration.

IT IS THEREFORE ORDERED that the public nuisance at 1039 West Center Street, Madison, SD 57042, LOT 10 EX E 10' BLK 8 HNKINS 2ND ADD #998M shall be abated and repaired, as necessary, to be in compliance with the 2021 International Property Maintenance Code and the Madison Code. **The issues must be resolved by September 21, 2023.** Failure to comply with this order will result in further action by the City, including the abatement of said nuisance and assigning you the costs associated with the same, as provided for by the Ordinance.

You have the right to appeal this decision, as provided for in the South Dakota Codified Laws.

Thank you for your immediate attention to this matter. Questions concerning this matter should be directed to the City Administrator at (605) 256-7501.

Sincerely,
Code Enforcement Officer
City of Madison

CITY OF MADISON
116 W. Center Street
Madison, South Dakota 57042
(605) 256-7514

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

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

City of Madison, 116 W Center Street, Madison, SD 57042 ("Owner") and

KLJ Engineering LLC, 4585 Coleman Street, Bismarck, ND 58503 ("Engineer").

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

Egan Avenue N Reconstruction (2nd Street NE to 9th Street NE) ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Data Gathering, Preliminary Engineering, Stakeholder Engagement and Cost Estimating.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has 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.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar

circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, 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.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services 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.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer. Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, Owner shall compensate Engineer for expenses incurred as a result of the suspension and resumption of its services, and Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if: (i) Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or is in material breach of this Agreement; or (ii) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D. Engineer shall have no liability to Owner, and Owner agrees to make no claim for delay or damage as a result of such suspension caused by any breach of this Agreement by Owner. Upon receipt of payment in full of all outstanding sums due from Owner, or curing of such other breach which caused Engineer to suspend services, Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

B. *Termination:* The obligation to provide further services 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 terms hereof through no fault of the terminating party.
 - 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 Engineer's services for the Project are delayed or suspended for more than ninety (90) days, consecutive or in the aggregate by Owner; or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.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 thereof; 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 notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, 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.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, 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. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *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 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. 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.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, by facsimile or other electronic transmission, or by a commercial courier service. All notices shall be effective upon the date of receipt. Notices and correspondence sent by electronic transmission, including the signature of a Party delivered by facsimile or by a "pdf." format document sent electronically, will constitute original copies thereof and will be binding on the parties. Upon request, the receiving party may request an original of any document sent by electronic transmission.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Notice* – Wherever used in this Agreement, the term “days” shall mean consecutive calendar days of twenty-four (24) hours each, or a fraction thereof.
24. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
25. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
26. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
27. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
28. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
30. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
31. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
32. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship

as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

33. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
34. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
35. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
38. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.

- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Not Used
- E. Exhibit E, Not Used
- F. Exhibit F, Not Used
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. Not Used
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) 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 written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Affirmative Action: Owner and Engineer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

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

Owner: City of Madison

Engineer: KLJ Engineering, LLC

By: _____

By: _____

Print name: _____

Print name: Luke LaLiberty

Title: _____

Title: Associate Vice President, Municipal

Date Signed: _____

Date Signed: _____

Firm's Certificate No. (if required): C-170

State of: SD

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of Madison

KLJ Engineering LLC

116 W Center Street

4585 Coleman Street

Madison, SD 57042

Bismarck, ND 58503

Legal Notices to: legal@kljeng.com

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Ryan Hegg

Matt Corcoran

Title: Director of Engineering and Community
Development

Title: Group Leader - Municipal

Phone Number: 605-256-7514

Phone Number: 605-444-1867

E-Mail Address: Ryan.hegg@cityofmadisonsd.com

E-Mail Address: matt.corcoran@kljeng.com

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

Project scope includes the reconstruction of approximately 0.5 mile of Egan Ave from 2nd Street NE to 9th Street NE in Madison, SD as depicted in the attached Exhibit A-1. Project includes, surveying, data gathering, public and stakeholder engagement and design of utilities, street improvements, lighting and landscaping throughout the corridor. The street is currently 2-way traffic with a median and parking on both sides, and it is anticipated to follow the same configuration with potentially a wider median. There are also nine (9) stop-controlled intersections along the corridor, which are anticipated to remain the same.

KLJ will serve as the lead consultant completing surveying, data gathering, public and stakeholder engagement and civil design. Subconsultants will include Confluence for landscape architecture and Geotek for geotechnical investigation.

A1.01 Project Management

A. Engineer shall:

1. Provide ongoing project management, including monthly invoicing and monitoring project schedule and budget.
2. Facilitate monthly meetings via conference call with Owner and design team to discuss progress and schedule issues.
3. Provide monthly written progress reports outlining the progress meeting discussion, budget and schedule status as part of the monthly invoices.

B. Fees for Project Management tasks is included in the fees for the other project tasks outlined herein.

A1.02 Data Gathering Phase

A. Phase Description:

1. This phase will include data gathering along the corridor to support the design.

B. Engineer will:

1. Collect and review appropriate record drawing information provided by Owner.
2. Complete topographic survey of the area outlined on Exhibit A-1. Topographic survey to include site contours, existing surface features, above- and below-ground utilities as identified by One-Call.

3. Survey readily identifiable property pins along the corridor as part of the topographic survey field work. Right-of-way will be determined based on found pins and the recorded plats. No resolution calculations or reestablishing of pins is included.
4. Topographic and boundary information will be drawn in AutoCAD Civil 3D (.dwg) format. Basemap to include all utility information, including inverts and sizes.
5. Complete a geotechnical investigation along the corridor including up to eight (8) borings approximately twelve (12) feet deep with the appropriate soils analysis and recommendations for utilities, subgrade preparation and pavement sections.
6. Obtain the floodplain model for Park Creek for the reach that encompasses the Egan Avenue crossing near 4th St NE. Update the floodplain model with survey at or near said crossing for use as the existing condition for later use in a floodplain development permit/No-Rise review. It is requested that city staff ascertain the hydraulic model from the channel armoring project through Memorial Park that meets the assumptions below and provide it to Engineer or provide an adequate model in its stead.

C. Deliverables:

1. Survey basemap
2. Geotechnical investigation and recommendations report

D. Owner's Responsibilities

1. Provide available record drawings or other appropriate utility data.
2. Provide floodplain model in usable georeferenced HEC-RAS format.

E. Assumptions

1. A sufficient number of readily identifiable property pins will be found in their correct locations in order to draw in the recorded plats with less than eight (8) hours of surveyor research.
2. Additional boundary survey will be needed in the event that right-of-way or easements are needed.
3. Floodplain model (hydraulic model) is available from Owner or their consultant.
4. The floodplain model will be provided in usable georeferenced HEC-RAS format and be comprehensible in length to include the crossing of Egan Avenue over Park Creek near 4th Street NE.
5. The floodplain model will be sufficient for use as the Duplicate Effective Model in submitting a floodplain development permit and establishing a "No Rise" condition with the project. It is understood that the duplicate effective model may need to be updated by survey at or near the Egan crossing to establish the Existing Condition Model.

A1.03 *Preliminary Design Phase*

A. Phase Description:

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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1. This phase will include data gathering, public input, stakeholder engagement, preliminary design, and cost estimating for 30% design.

B. Engineer will:

1. Facilitate a kick-off meeting with Owner and the design team to review previously developed concepts and discuss desired modifications as well as public engagement strategy. Kick-off meeting will be in-person with a virtual option for design team members.
2. Prepare a concept layout plan based on the discussion during the kick-off meeting. Concept layout to include:
 - a. Water and sewer utilities
 - b. Land configuration
 - c. Medians
 - d. Sidewalks, bike and pedestrian facilities
 - e. Parking configuration
 - f. Street lighting layout
 - g. Landscaping
3. Facilitate up to five (5) individual stakeholder meetings between Owner and the following parties, which are assumed to occur over a two-day period:
 - a. Dakota State University
 - b. 2nd St NE - 3rd St NE (small group)
 - 1) First Interstate Bank
 - 2) Ellsworth Funeral home
 - 3) Rustand-Weiland Funeral Chapel
 - 4) United Methodist Church
 - 5) First Presbyterian Church
 - c. Up to three (3) additional individuals or small groups, scheduled in coordination meetings listed in 3.a – b.
4. Coordinate with private utility owners within the corridor as provided by Owner and based on the responses from One-Call.
5. Modify the concept plan once (1) based on the feedback from the stakeholder engagement and private utility coordination. Modified concept will serve as 30% design drawings.
6. Prepare a preliminary (30%) cost estimate based on the revised concept plan
7. Provide a funding strategy based on the preliminary cost estimate and the budget provided by the Owner to include potential grant opportunities, timelines, and requirements.

8. Facilitate one (1) public open house to present the concept plan and solicit feedback from the community.
 - a. Schedule and coordinate an open/informational meeting in an accessible location, with the option for a drop in (open house) phase along with a more formal presentation style public meeting, assume to occur all on the same business day. Includes the development of related meeting notices, social media coordination with the City and material content for inclusion on the cities existing website.
 - b. Develop an interactive project survey to gather resident feedback and comments on the concept plan, notification/announcements included in work covered in 8.a.

C. Deliverables:

1. Initial concept layout
2. Summary and recommendations resulting from individual stakeholder meetings
3. 30% design drawings
4. 30% cost estimate
5. Funding strategy
6. Summary and recommendations of public input process

D. Owner's Responsibilities

1. Attend kick-off meeting and provide input on desired modifications from previously developed concept plans.
2. Provide utility information and as-built plans
3. Provide input on parties for individual stakeholder engagement
4. Attend stakeholder engagement meetings
5. Provide input on concept layout based on stakeholder and public engagement

E. Assumptions

1. Five (5) individual stakeholder meetings can be scheduled over a 2-day period.

A1.04 *Final Design Phase – To Be Added via Amendment*

A1.05 *Permitting Phase - To Be Added via Amendment*

A1.06 *Bidding Phase - To Be Added via Amendment*

A1.07 *Construction Phase - To Be Added via Amendment*

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from discrepancies in recorded plats or missing or inaccurate property pin locations along the corridor.
 4. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and

- f. audits or inventories required in connection with construction performed or furnished by Owner.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- B. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with additional meetings or site visits beyond those described in Basic Services.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

PART 3 – SCHEDULE

A3.01 Milestone Schedule

- A. Engineer assumes the following milestone schedule:

Phase	Milestone	Completion Date
	Notice to Proceed	On or before August 28, 2023
Data Gathering	Topographic Survey	October 13, 2023
	Geotechnical Investigation	
Preliminary Design	Kick-Off Meeting	Week of September 5-8, 2023
	Initial Concept	September 25, 2023
	Individual Stakeholder Meetings	September 25 – October 6, 2023
	30% Plan, Estimate & Funding Strategy	October 23, 2023
	Public Open House	Week of October 23 – 27, 2023
Final Design	75% Design	Est. November – December 2023
	Final Design	Est. January – February 2024
Bidding	Bidding	Est. March 2024
Construction	TBD	Est. April 2024 – July 2025

This is **EXHIBIT B**, consisting of three (3) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 21, 2023.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of four (4) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 21, 2023.

Payments to Engineer for Services and Reimbursable Expenses

Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated as follows:

a. Data Gathering Phase	\$ 47,525.00
b. Preliminary Design Phase	\$ 109,875.00
c. Final Design Phase	\$ TBD
d. Bidding Phase	\$ TBD
e. Construction Phase	\$ TBD
f. <u>Post-Construction Phase</u>	<u>\$ TBD</u>
Total:	\$ 157,400.00

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (as of April 1st) or by contract amendment to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.05.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will

be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

**Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.**

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.**

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.05.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 1st) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of one (1) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 21, 2023.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

REIMBURSABLE EXPENSES (IF APPLICABLE)			
ATV, UTV, Snowmobile	Included in Hourly Rate	Special Equipment/Software	Per Project Basis
Survey Equipment	Included in Hourly Rate	Subsistence (Per Diem) - Lodging	Actual Cost
CAD and GIS Work Station	Included in Hourly Rate	Subsistence (Per Diem) - Meals	\$45/Day per Employee
Postage and Routing Printing Cost	Included in Hourly Rate	Misc. Project Related Expenses	Cost
Mileage	Included in Hourly Rate	Sub-Contracts	Cost

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 21, 2023.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

- Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

KLJ STAFF TYPE	STANDARD RATE	KLJ STAFF TYPE	STANDARD RATE
Archaeologist Technician	\$77	CAD Technician I	\$80
Archaeologist II	\$109	CAD Technician II	\$93
Archaeologist III	\$122	CAD Technician III	\$106
Archaeologist IV	\$144	GIS Technician	\$75
Environmental Technician	\$86	GIS Analyst I	\$86
Environmental Planner I	\$83	GIS Analyst II	\$106
Environmental Planner II	\$102	GIS Analyst III	\$122
Environmental Planner III	\$150	GIS Analyst IV	\$144
Environmental Planner IV	\$189	Engineering Technician I	\$74
Paleontologist	\$128	Engineering Technician II	\$93
Paleontologist Technician	\$77	Engineering Technician III	\$118
Engineer in Training I	\$102	Engineering Technician IV	\$134
Engineer in Training II	\$118	Associate ROW	\$83
Associate Engineer	\$128	ROW Agent	\$118
Engineer	\$160	ROW Professional	\$143
Senior Engineer	\$227	Senior ROW Professional	\$166
Principal Engineer	\$256	Survey Technician	\$83
Landscape Architect	\$130	Crew Chief	\$104
Associate Planner	\$97	Senior Crew Chief	\$125
Planner	\$128	Land Surveyor in Training	\$82
Senior Planner	\$163	Professional Land Surveyor	\$153
Principal Planner	\$176	Principal Land Surveyor	\$195
Associate Designer	\$110	1 Person Survey Crew	\$186
Designer	\$125	2 Person Survey Crew	\$282

Senior Designer	\$179	Project Controls Specialist I	\$100
Associate Project Manager	\$157	Project Controls Specialist II	\$131
Project Manager	\$205	Project Assistant I	\$67
Senior Project Manager	\$266	Project Assistant II	\$86
Government Relations Specialist I	\$112	Senior Public Engagment Strategist	\$136
Government Relations Specialist II	\$118	Visual Designer	\$106
Graphic Designer	\$106	Public Engagement/Gov't Relations Mgr	\$204
Contract Administrator	\$109		

Time and Half for Overtime Included in Hourly Rate

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
 - f. Professional Liability --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$4,000,000
 2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 21, 2023.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 90 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Subconsultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.

1. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:

This is **EXHIBIT K**, consisting of two (2) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 21, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
2304-01069 Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Madison, SD

Engineer: KLJ Engineering LLC

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Madison, SD

ENGINEER: KLJ Engineering LLC

By: _____
Print
name: _____

Title: _____

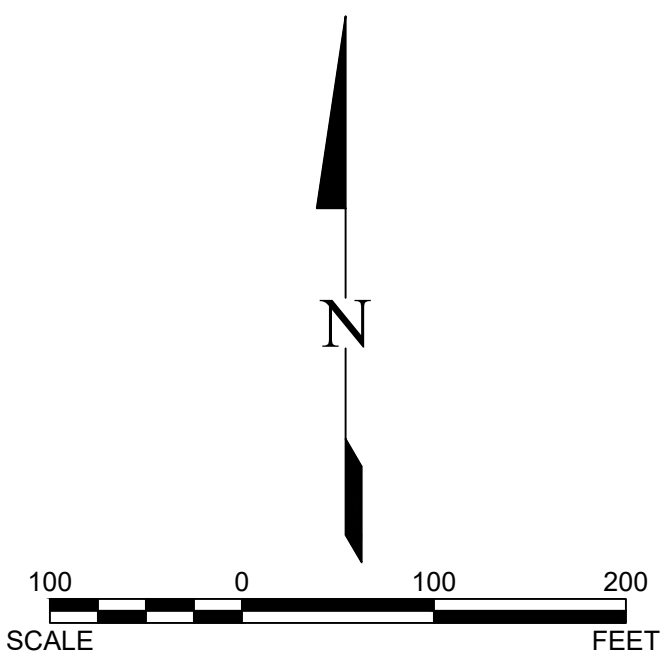
Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

Exihbit A-1

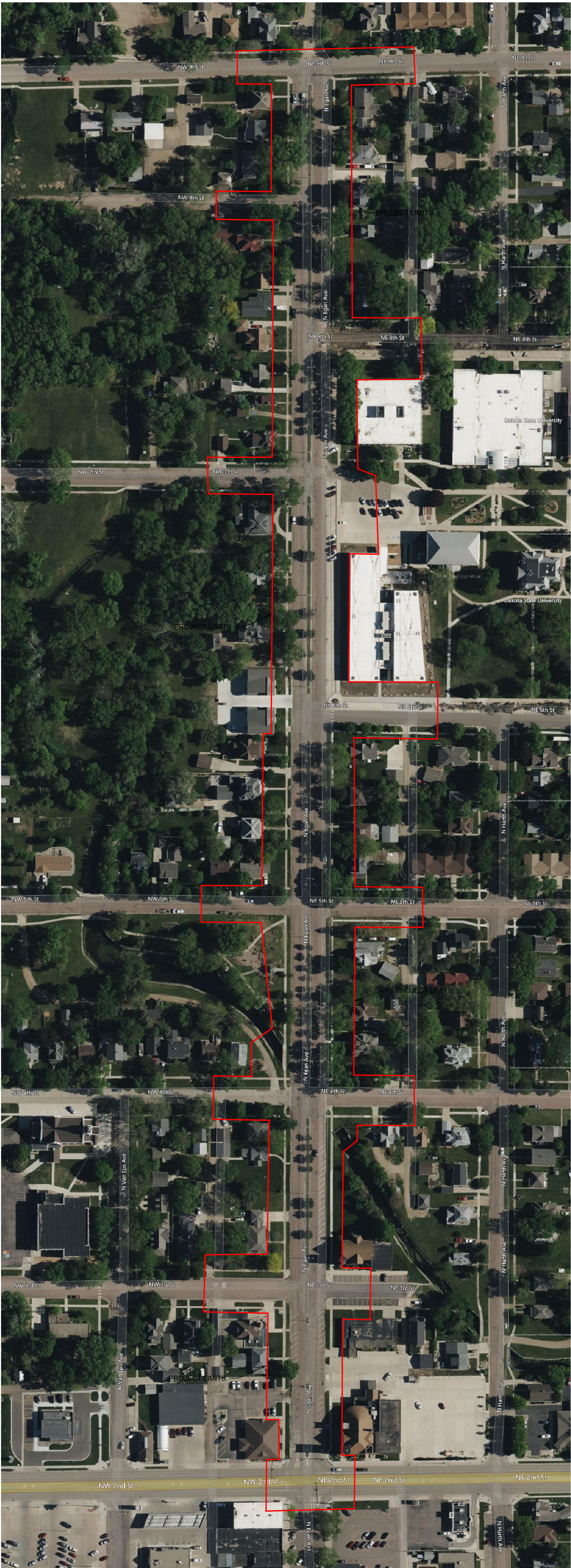


CITY OF MADISON, SD
EGAN AVE. RECONSTRUCTION
(2ND ST. TO 9TH ST.)

THE RED BOUNDARY SHOWN IS FOR FULL TOPO SURVEY.

FULL TOPO INCLUDES ALL UTILITIES AS LOCATED, INVERTS ON ALL STORM/SANITARY STRUCTURES, TREES/SHRUBS/LANDSCAPING, GROUND SHOTS AND BREAKLINES FOR EG SURFACE CREATION, DELINEATION OF PAVEMENT FROM PARKING LOTS, SIDEWALKS, AND INTERSECTING ROADS. FACES OF FOUNDATIONS AND PORCHES. A SEARCH FOR READILY ACCESSIBLE PROPERTY PINS TO DETERMINE ALIGNMENT OF ROADWAY.

UTILITY LOCATES & UTILITY SURVEY TO BE COMPLETED FOR A FULL CITY BLOCK TO THE EAST AND WEST OF EGAN AVE. SURVEY WILL INCLUDE SHOTS ON T/RIMS AND INVERTS OF ALL STORM AND SANITARY STRUCTURES, SHOTS ON ALL WATER HYDRANTS AND VALVES, AND SURVEY OFF ALL LOCATED PRIVATE AND PUBLIC UTILITIES.



PRELIMINARY - NOT FOR CONSTRUCTION

TASK ORDER

Task Order No. 13

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: Electric Rate Study - 2023

TASK ORDER PROJECT DESCRIPTION: The project covered by this engineering services agreement includes a cost-of-service based study of the retail rates for the municipal electric system.

DGR CONTACT PERSON: Blair A. Metzger, P.E. - President

CLIENT CONTACT PERSON: Nathan Zimmerman, Utility Director

SCOPE OF WORK & FEE ARRANGEMENT:

METHODOLOGY AND SCOPE OF WORK:

DGR proposes to perform a Retail Rate and Cost of Service Study for the municipal electric utility in Madison, South Dakota (City), consistent with the discussions conducted by the parties.

The Scope of Work for the study is detailed in the paragraphs below.

1.1 Historical Analysis:

We will receive, process, and analyze the following data:

- Sales information for all classes of customers
- Revenue and expenses for the past several fiscal years
- Cash flow information for the past several fiscal years
- Power supply cost data for the past several fiscal years

1.2 Projection of Fiscal Requirements:

We will develop a detailed cash flow projection, based on actual operational performance for the past two fiscal years, and projected performance for the current and five future years, using a spreadsheet format. This will include the following:

- Project power supply costs based on information provided by WAPA, Heartland and the City.
- Estimate other revenues and expenses for the City.
- Incorporate debt service payment schedules, both existing and proposed.
- Incorporate other capital expenditures planned by the City.
- Estimate sales revenue required to meet the cash flow needs.

1.3 Rate Class Review:

We will review the current rate classifications and structure to evaluate the following:

- Appropriateness of existing classifications.
- Ease of application by staff and understanding by customers.
- Appropriateness of rate descriptions and usage limits that are used for determining which rate class a customer falls into.

1.4 Cost of Service Analysis:

We will perform a cost of service analysis consisting of the following:

- Functionalize and classify all costs into agreed-upon cost categories.
- Allocate all costs from the categories into rate classes, to allow a determination of revenue recovery by rate class based on these costs.

1.5 Rate Development:

We will prepare proposed rates based on the cost of service study results, along with input from the City. The following activities will be accomplished:

- Develop proposed rates initially based on the cost-of-service results. Rates will be established to meet the revenue requirements developed in the fiscal requirements phase of the study.
- Revise proposed rates based on feedback from the City, so that local aspects and perspectives are considered.
- Provide written descriptions of the proposed rates, including an explanation of the changes proposed.

1.6 Rate Comparisons:

We will produce comparisons of existing versus proposed rates so that City staff and governing bodies understand the impact to customers. Comparisons to be provided are as follows:

- Comparison of old versus new rates by usage level, for Residential and Commercial classes (those who pay only an energy-based rate).
- Comparison of new rates with other regional municipal utilities chosen by the City, to allow the City to see how the new rates compare with others.
- Comparison of old versus new rates on a specific customer level for Industrial customers (those who pay both an energy and demand rate), using meter and billing data provided by the City.

1.7 Documentation & Presentations:

We will provide the following documentation summarizing the results of the study:

- Develop a brief summary document suitable for use with governing bodies, covering the higher-level conclusions and recommendations forthcoming from the study. We will use this document as a basis for presentation to Committees and the City Commission.

1.8 Areas of Special Emphasis:

Based on dialog with City staff, the following items will be given special attention in this study:

- Consideration of impacts of proposed rates on existing electric heat customers.
- Review of the existing wheeling arrangement for Dakota State University, in particular as it relates to plans for upgrades to the facilities serving this customer.

1.9 Optional Items:

The following are scope items that can be considered by the City and added to the work scope if desired:

- **As an option, and if desired by the City**, we will furnish a formal, detailed, bound report covering the details of the study, for use by those who wish to review the details of the work.
- **As an option, and if desired by the City**, we will develop a rate to accommodate “distributed generation” (DG) installations at the residential and small commercial level. These rates would be intended to fairly charge customers who install DG facilities (primarily solar panels) the cost to serve them.
- **As an option, and if appropriate wholesale pricing signals are provided by Heartland**, we will develop conceptual “time-of-use” (TOU) rates that would be suitable for customers who purchase electric vehicles and charge them at their residence.

FEE ARRANGEMENT:

We will bill you for our work on an hourly plus direct expenses fee basis, with billing rates utilizing our standard hourly fee schedule in effect at the time the work is performed.

We estimate the total fees to complete this work as follows:

Basic Services (Scope Items 1.1 through 1.8)	\$37,500
Optional Services (Scope Items 1.9)	\$ TBD, if authorized

The fee estimate described above is predicated on the following assumptions and limitations:

- A total of four half-day trips to Madison are included in the fee, which include two trips for meeting with staff during the analysis, and two trips for presenting and discussing results with the City Commission.
- Data will be furnished by the City in a timely and complete manner, in Excel format whenever possible, so as to limit the effort required to input data into the rate study spreadsheets.

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

City of Madison, SD
(Client)

By: _____

Title: _____
(Authorized signature and Title)

Address: _____

City: _____

Date: _____

DeWild Grant Reckert and Associates Company
d/b/a DGR Engineering

(Consultant)
By:  _____

Title: President
(Authorized signature and Title)

Address: 1302 South Union Street

City: Rock Rapids, IA 51246

Date: August 17, 2023

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.



PCCO #005

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 Change Order #005: CE #008 - RFI #12: Sewer Lift Pit and Pump

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
DATE CREATED:	8/15/2023	CREATED BY:	Zach Zingmark (Hegg Construction LLC)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:	Zach Zingmark (Hegg Construction LLC)	REVIEWED BY:	
DUE DATE:	08/22/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	0 days	EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:Madison Public Water Works Building Prime Contract	TOTAL AMOUNT:	\$1,711.55

DESCRIPTION:

CE #008 - RFI #12: Sewer Lift Pit and Pump

Electrical Only: Addition of electrical conduit, wiring, and breaker to power owner provided sewer pump controls box. Sewer pit, pump, PVC tie in, controls box, and backfill by city.

ATTACHMENTS:

[Est_2276_from_A1_Electric_Plumbing_Heat_Air_18720.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
005	CE #008 - RFI #12: Sewer Lift Pit and Pump	0 days	\$1,711.55
Total:			\$1,711.55

CHANGE ORDER LINE ITEMS:

PCO # 005: CE #008 - RFI #12: Sewer Lift Pit and Pump

#	Budget Code	Description	Amount
1	26-00.S Electrical.Subcontractor	Addition of Circuit for Sewage Pump Controls	\$1,440.00
Subtotal:			\$1,440.00
Excise Tax (≈ 2.04% Applies to all line item types.):			\$29.39
General Conditions (4.00% Applies to all line item types.):			\$58.78
OH&P (12.00% Applies to all line item types.):			\$183.38
Grand Total:			\$1,711.55

The original (Contract Sum)	\$528,300.00
Net change by previously authorized Change Orders	\$16,286.88
The contract sum prior to this Change Order was	\$544,586.88
The contract sum would be changed by this Change Order in the amount of	\$1,711.55
The new contract sum including this Change Order will be	\$546,298.43
The contract time will not be changed by this Change Order.	

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: 8/17/2023

Effective Date: 8/21/2023

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 items for "Concrete Fillet Section, 6" Thick" and "Concrete Valley Gutter, 6" Thick"

Attachments: RFP #10

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>7</u> : \$ <u>134,408.50</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>7</u> : Substantial Completion: <u>9 Days</u> Ready for Final Payment: <u>9 Days</u> days
Contract Price prior to this Change Order: \$ <u>3,609,408.50</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>58,740.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>None</u> Ready for Final Payment: <u>None</u> days or dates
Contract Price incorporating this Change Order: \$ <u>3,668,148.50</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 29, 2023</u> Ready for Final Payment: <u>October 20, 2023</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Prime Professional</u>	Title: <u>Mayor</u>	Title: _____
Date: <u>8/17/2023</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

REQUEST FOR PROPOSAL (RFP)

RFP# 10

DATE: 8/2/2023

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: Concrete Fillet Section and Concrete Valley Gutter

Please submit a bid price to furnish and install "Concrete Fillet Section, 6" Thick" and "Concrete Valley Gutter, 6" Thick" at the locations shown on the attached drawing sheets. All reinforcement shall be epoxy coated and all concrete shall be Class M6.

<u>Additional Bid Items</u>				
Description	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
"Concrete Fillet Section, 6" Thick"	307	SY	132. ⁰⁰	40,524. ⁰⁰
"Concrete Valley Gutter, 6" Thick"	138	SY	132. ⁰⁰	18,216. ⁰⁰
Total =				58,740.⁰⁰

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:

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.

Robert Winter
Winter Contracting LLC

ARCHITECT/ENGINEER
BANNER ASSOCIATES, INC.

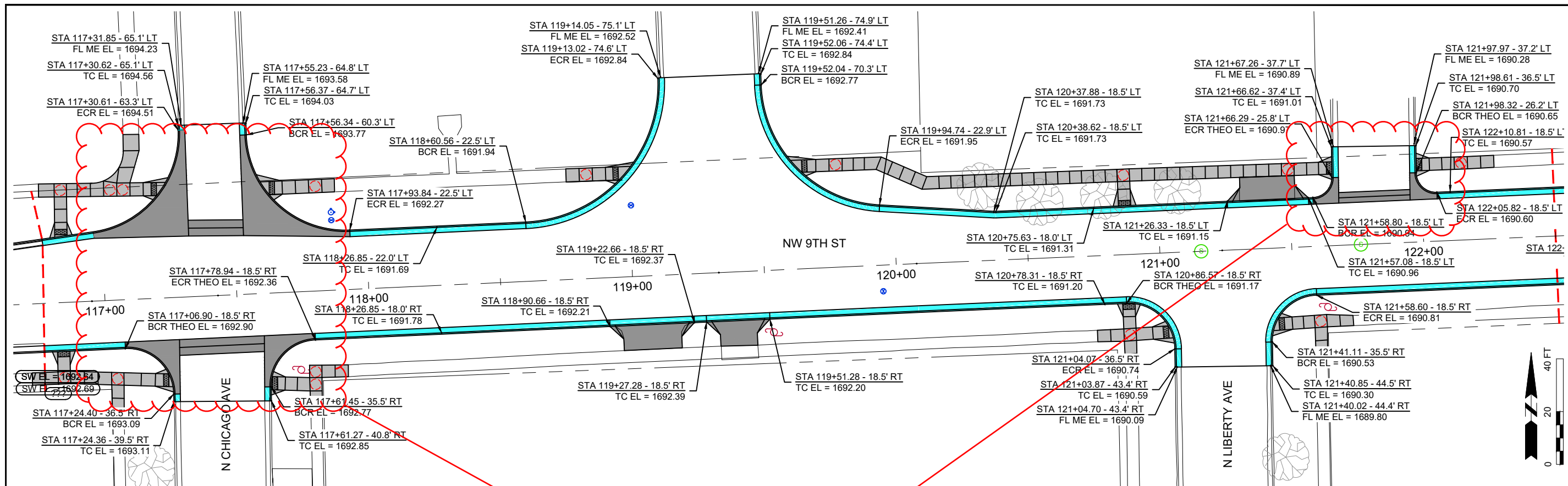


Weston Blasius, PE

Attachments: Banner Sheets – J-1, J-2, J-3; Details: Fillet Section and Curb Detail, Valley Gutter Detail

cc:

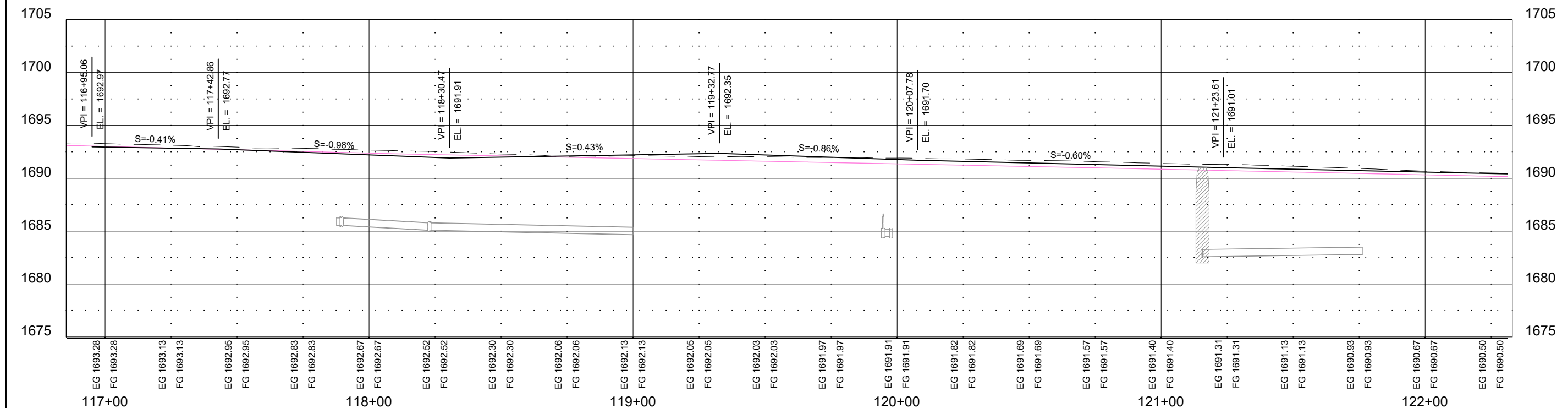
City of Madison – Ryan Hegg, Jan Tieman, Dan Whitlock, Chad Van Den Hemel
Banner Associates – Cedric Hay, Collin Anthony



FURNISH AND INSTALL CONCRETE FILLETS AND VALLEY GUTTERS

QUANTITIES:
SY - ASPHALT CONCRETE
SY - 6" PCC APPROACH PAVEMENT
SY - 6" CONCRETE FILLET SECTION
SY - 6" CONCRETE VALLEY GUTTER
LF - CONCRETE CURB & GUTTER
SF - 4" CONCRETE SIDEWALK

NOTES:
CURB RADII ARE 15' TO BACK OF CURB UNLESS OTHERWISE INDICATED.



BANNER
engineering a better community
www.bannerassociates.com - Toll Free: 1.855.323.6342

PROJECT / SHEET TITLE:
CITY OF MADISON - NW 9TH STREET RECONSTRUCTION
NW 9TH ST SURFACING PLAN & PROFILE STA 117+50 TO STA 122+50

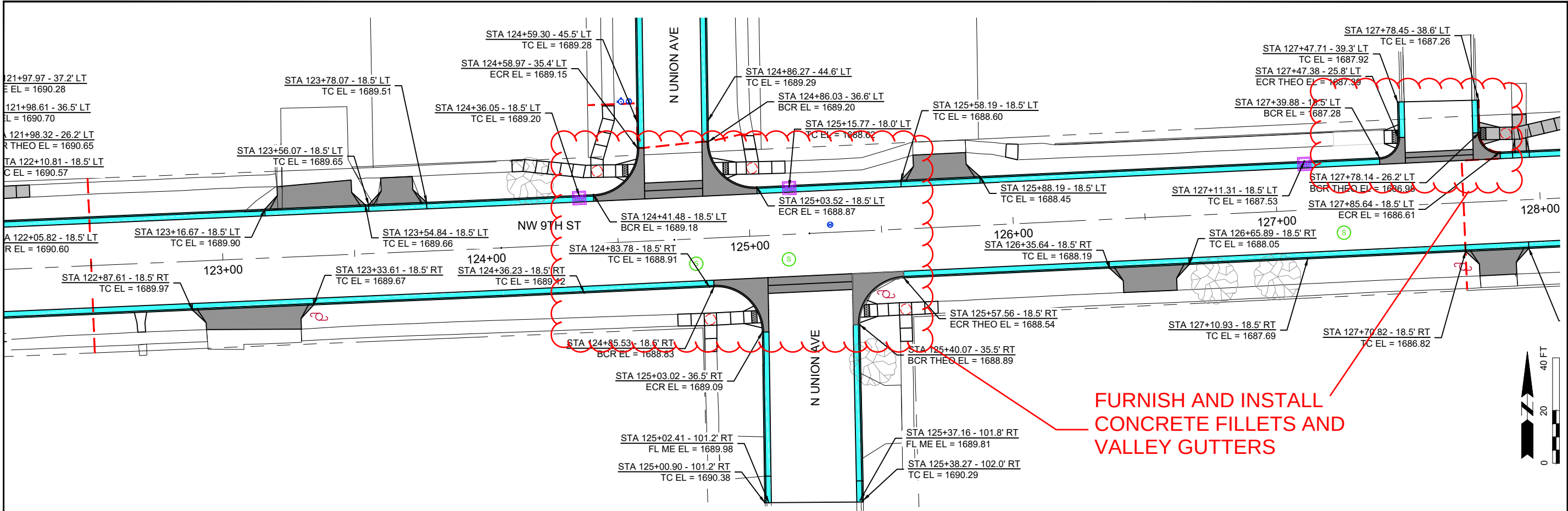
REV.	DATE	DESCRIPTION

MADISON, SOUTH DAKOTA

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

JOB No.:	23885.00
DATE:	JUNE 2023
ENG / ARCH:	WJB
DESIGNER:	CRH
TECHNICIAN:	CKM

SHEET No.:
J-1



FURNISH AND INSTALL
CONCRETE FILLETS AND
VALLEY GUTTERS

LEGEND

	ASPHALT CONCRETE PAVEMENT		6" REINFORCED CONCRETE PAVEMENT		FIRE HYDRANT
	4" CONCRETE SIDEWALK		GRAVEL SURFACING		WATER VALVE
	6" CONCRETE SIDEWALK		STORM SEWER JUNCTION BOX		CURB STOPS
	6" CONCRETE PAVEMENT		DROP INLET		SURFACE DRAINAGE ARROW
	CONCRETE CURB & GUTTER		SANITARY MANHOLE		MATCH LINE FOR QUANTITIES
	8.5" NON-REINFORCED CONCRETE PAVEMENT		6" REINFORCED THICKENED EDGE CONCRETE SIDEWALK		

ABBREVIATIONS

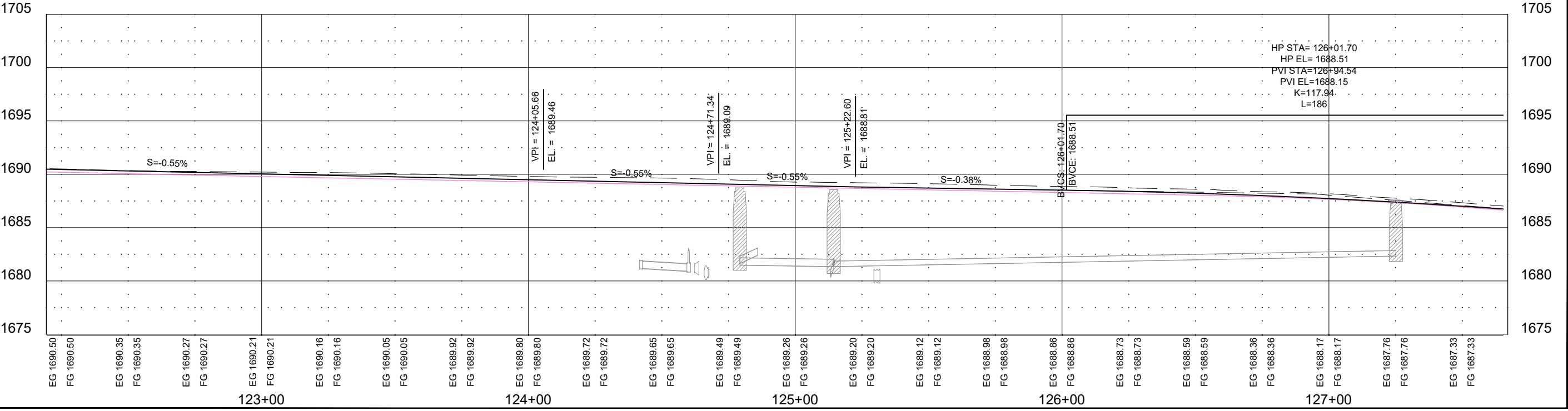
TC:	TOP OF CURB ELEVATION
EL:	SPOT ELEVATION
ME:	MATCH EXISTING
BCR:	BEGIN CURB RADIUS
ECR:	END OF CURB RADIUS
R:	RADIUS
SW:	SIDEWALK FINISH GRADE
THEO:	THEORETICAL
POF:	POINT OF FILLET
FL:	FLOW LINE

QUANTITIES:

TONS - BASE COURSE
TONS - GRAVEL SURFACING
SY - ASPHALT CONCRETE
SY - 6" PCC APPROACH PAVEMENT
SY - 6" CONCRETE FILLET SECTION
SY - 6" CONCRETE VALLEY GUTTER
LF - CONCRETE CURB & GUTTER
SF - 4" CONCRETE SIDEWALK
SF - 6" CONCRETE SIDEWALK
SF - 6" REINFORCED THICKENED EDGE CONCRETE SIDEWALK
SF - TYPE B DETECTABLE WARNINGS

NOTES:

CURB RADII ARE 15' TO BACK OF CURB UNLESS OTHERWISE INDICATED.

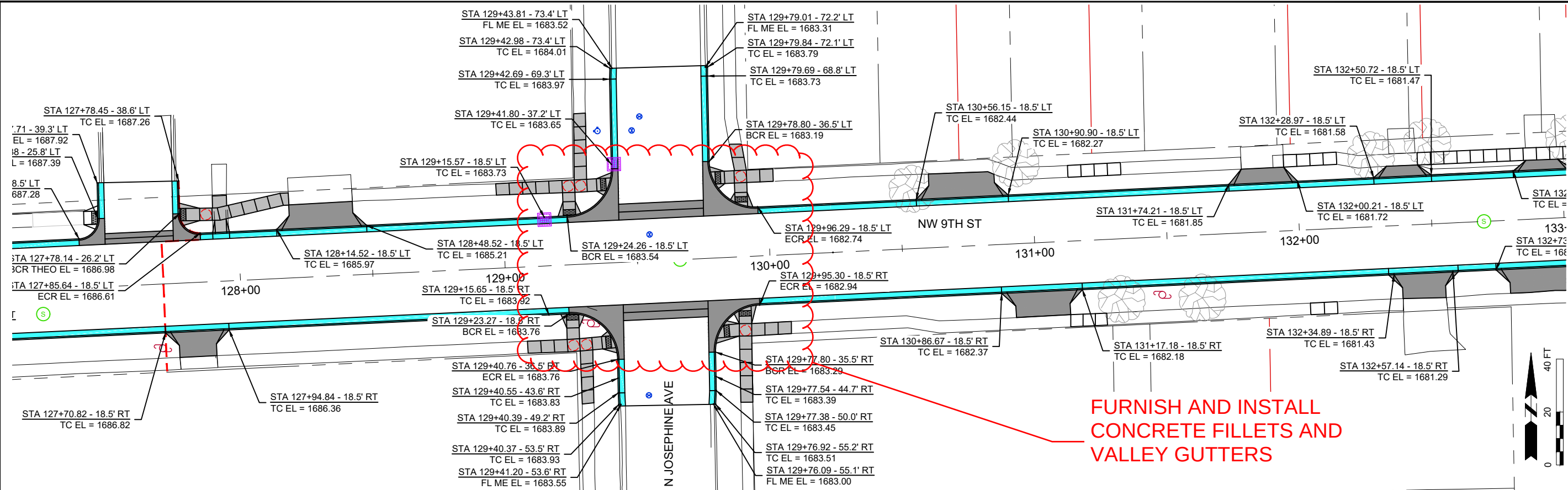


PROJECT / SHEET TITLE:
CITY OF MADISON - NW 9TH STREET RECONSTRUCTION
NW 9TH ST SURFACING PLAN & PROFILE STA 122+50 TO STA 127+75

FOR
REVIEW ONLY
NOT FOR
CONSTRUCTION

JOB No.:	23885.00
DATE:	JUNE 2023
ENG / ARCH:	WJB
DESIGNER:	CRH
TECHNICIAN:	CKM

SHEET No. :
J-2

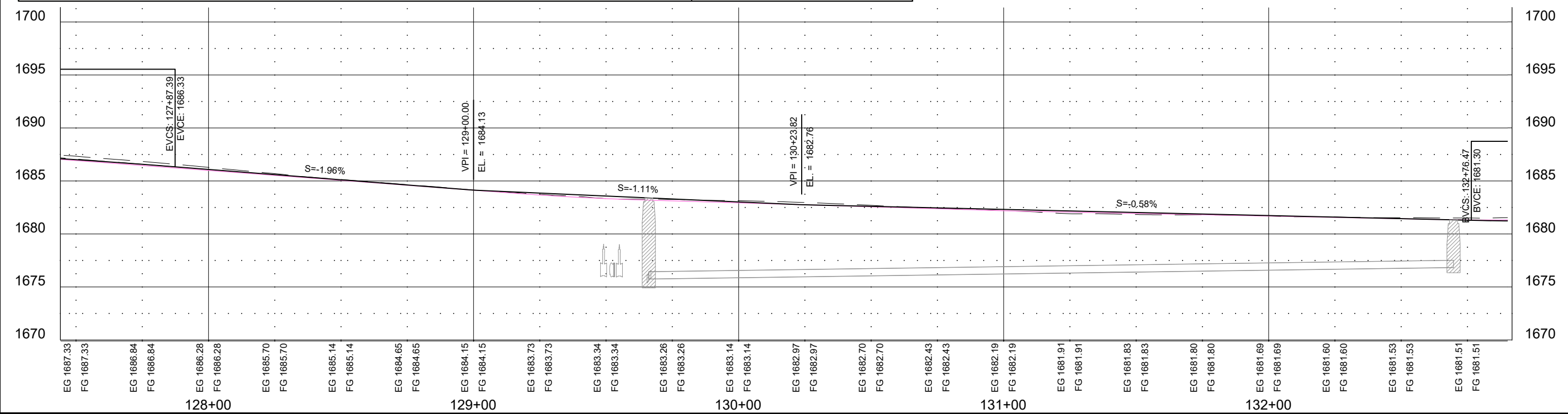


FURNISH AND INSTALL
CONCRETE FILLETS AND
VALLEY GUTTERS

LEGEND			ABBREVIATIONS	
	ASPHALT CONCRETE PAVEMENT		TC:	TOP OF CURB ELEVATION
	4" CONCRETE SIDEWALK		EL:	SPOT ELEVATION
	6" CONCRETE SIDEWALK		ME:	MATCH EXISTING
	6" CONCRETE PAVEMENT		BCR:	BEGIN CURB RADIUS
	CONCRETE CURB & GUTTER		ECR:	END OF CURB RADIUS
	8.5" NON-REINFORCED CONCRETE PAVEMENT		R:	RADIUS
			SW:	SIDEWALK FINISH GRADE
			THEO:	THEORETICAL
			POF:	POINT OF FILLET
			FL:	FLOW LINE

QUANTITIES:
TONS - BASE COURSE
TONS - GRAVEL SURFACING
SY - ASPHALT CONCRETE
SY - 6" PCC APPROACH PAVEMENT
SY - 6" CONCRETE FILLET SECTION
SY - 6" CONCRETE VALLEY GUTTER
LF - CONCRETE CURB & GUTTER
SF - 4" CONCRETE SIDEWALK
SF - 6" CONCRETE SIDEWALK
SF - 6" REINFORCED THICKENED EDGE CONCRETE SIDEWALK
SF - TYPE B DETECTABLE WARNINGS

NOTES:
CURB RADII ARE 15' TO BACK OF CURB UNLESS OTHERWISE INDICATED.



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PROJECT / SHEET TITLE:
CITY OF MADISON - NW 9TH STREET RECONSTRUCTION
NW 9TH ST SURFACING PLAN & PROFILE STA 127+75 TO STA 133+00

REV.	DATE	DESCRIPTION

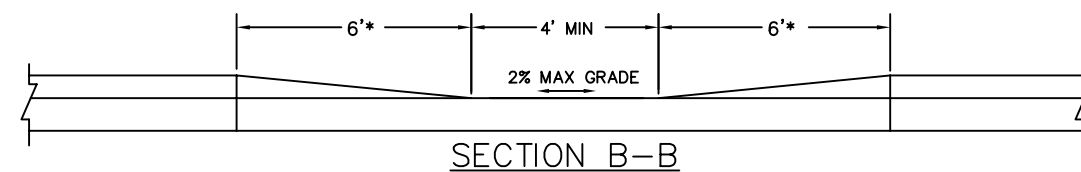
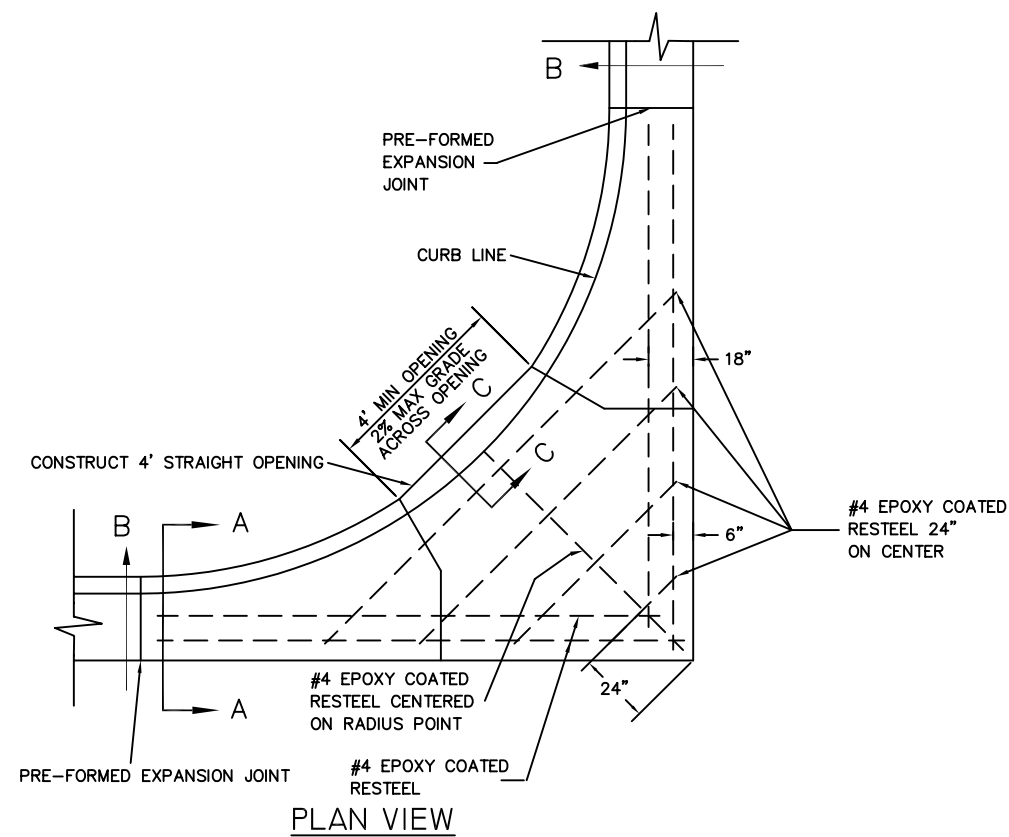
MADISON, SOUTH DAKOTA

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

JOB No.: 23885.00
DATE: JUNE 2023
ENG / ARCH: WJB
DESIGNER: CRH
TECHNICIAN: CKM

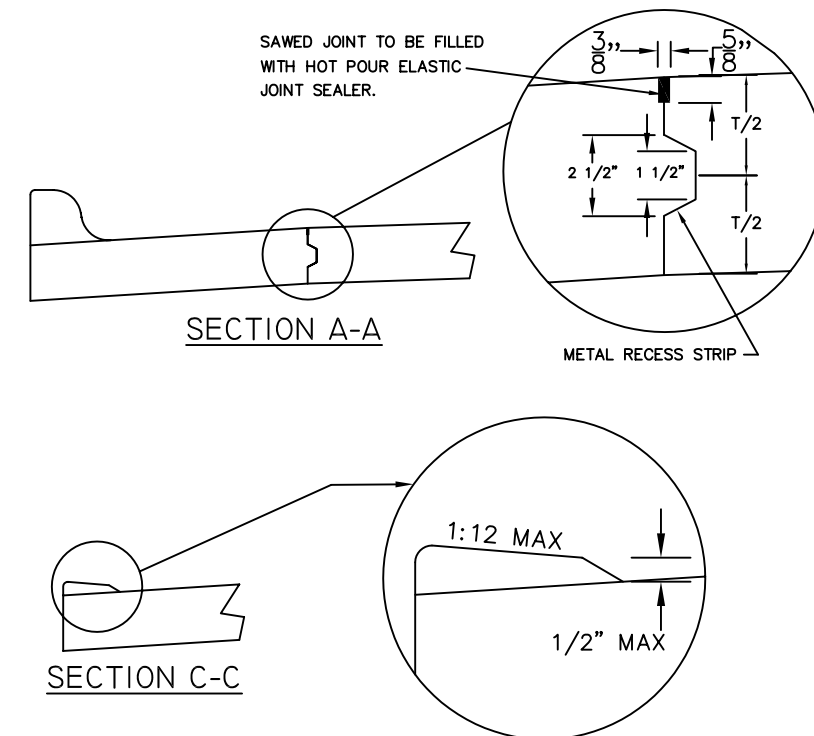
SCALE REDUCTION BAR
0 1/2" 1"

SHEET No.: J-3



* REQUIREMENT: WHEN BACK OF CURB SIDEWALK IS GOING TO BE INSTALLED IT WILL BE NECESSARY TO EXTEND THE TAPER LENGTH ACCORDING TO TABLE BELOW TO ACHIEVE THE 8.33% MAXIMUM RUNNING SLOPE ON THE SIDEWALK RAMP ADJACENT TO THE CURB. THE TAPER LENGTH WILL BE LIMITED TO 15' IN LENGTH.

STREET GRADE	TAPER LENGTH 1:12 MAX	
	LOW SIDE	HIGH SIDE
1%	6'-0"	7'-2"
2%	6'-0"	8'-4"
3%	6'-0"	10'-0"
4%	6'-0"	12'-6"
5% +	6'-0"	15'-0"



GENERAL NOTES

ALL REINFORCING STEEL SHALL HAVE 1-1/2" CLEARANCE AND SHALL CONFORM TO A.S.T.M. A615, GRADE 40.

M-6 CONCRETE SHALL BE USED IN THE CONSTRUCTION OF THE FILLETS.

THE CURB SHALL BE MONOLITHIC WITH THE FILLET. NO SEPARATE PAYMENT WILL BE MADE FOR THE CURB AS IT WILL BE CONSIDERED PART OF THE FILLET.

FILLET DEPTH SHALL BE EQUAL TO THE DEPTH OF ADJOINING PAVEMENT BUT NOT LESS THAN 6".

FILLETS ADJACENT TO PCC PAVEMENT SHALL HAVE A KEYWAY CONSTRUCTION JOINT WITHOUT TIE BAR.

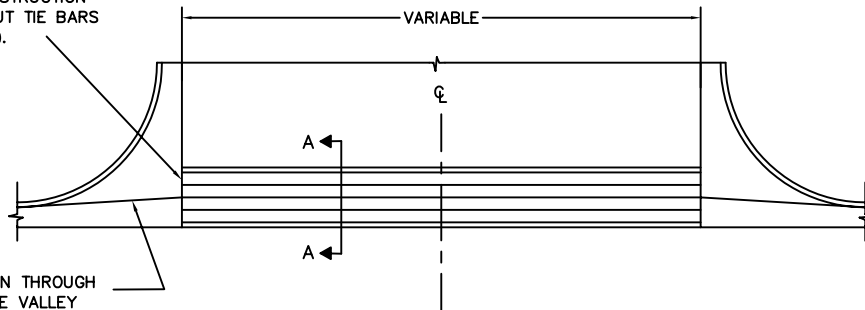
FILLETS SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT PRICE PER SQUARE YARD OF FILLET SECTION. PAYMENT INCLUDES ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE WORK.

April 2008

City of Madison Engineering Department CONCRETE FILLET SECTION AND CURB OPENING DETAIL	
	PO Box 308 116 W. Center Street Madison, SD 57042 Phone: (605)256-7514 Fax: (605)256-7511

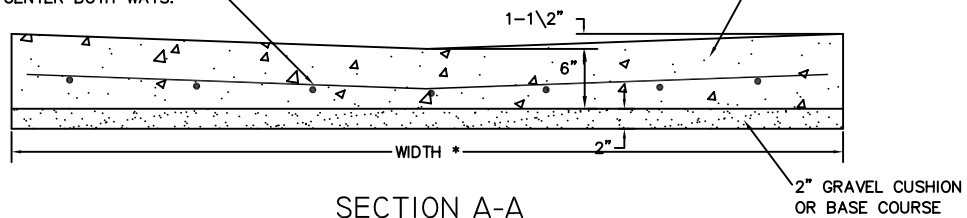
KEYWAY CONSTRUCTION
JOINT WITHOUT TIE BARS
(DO NOT TIE).

FLOW LINE SHALL RUN THROUGH
CENTER OF CONCRETE VALLEY
GUTTER (NOT CONSTRUCTION JOINT).



#4 DEFORMED REBARS AT
12" ON CENTER BOTH WAYS.

7-1/2" (6") REINFORCED
CONCRETE VALLEY GUTTER.



SECTION A-A

NOTES:

ALL REBAR SHALL BE EPOXY COATED

REFER TO PLANS FOR LENGTH OF VALLEY GUTTER

ALL REBAR WILL BE TIED AND IN PLACE. (NOT A PAY ITEM)

* WIDTH SHALL BE 6'0" MINIMUM ON RESIDENTIAL STREETS. 8'0"
MINIMUM WHERE USED ADJACENT TO OR ON COLLECTOR STREETS.

City of Madison
Engineering Department
CONCRETE_VALLEY
GUTTER_DETAIL



April 2008

PO Box 308
116 W. Center Street
Madison, SD 57042
Phone: (605)256-7514
Fax: (605)256-7511

City of Madison

Memorandum – House demolition and site preparation

To: Mayor and City Commission
From: Jameson Berreth, City Administrator
Subject: 505 S. Highland Ave. house demolition and site preparation
Date: August 18, 2023

This memo provides an update on preparations for construction of the City Administration building at 505 S. Highland Avenue including demolition of existing structures and site preparation.

Background

The City is constructing a City Administration building for City Hall and the Police Station at 505 S. Highland Avenue. Journey Group is the contractor on the project and is set to begin construction in early September.

The City is responsible for preparing the site for construction. This includes demolition or removal of an existing house and other structures as well as filling and compaction of the resulting hole. The City advertised sale of the house for removal through a sealed bid process, however, no bids were received.



Figure 1 – House for demolition at 505 S. Highland Avenue

Timeline

Proposed timeline for structure demolition and site preparation is as follows. Timeline could be affected by weather or unforeseen factors.

- Tuesday, August 22 – Members of the public may contact the City to coordinate removal of any desired items. No payment is required for items removed. City will not be responsible to assist with removal.
- Monday, August 28 – Last day for items to be removed by the public.
- Wednesday, August 30 – Madison Police Department will hold search training in the house.
- Thursday, August 31 – Demolition of structures begins. City staff will demolish and remove materials. Staff contacting local contractors to fill the resulting hole, provide compaction, and prepare site.
- Monday, September 11 – Journey Group takes over site for construction of City Administration building.

Staff recommendation

Staff recommend authorizing demolition and removal of structures and materials and preparation of site for construction.

**MADISON WATER SYSTEM
IMPROVEMENTS PROJECTS
UPDATE AUGUST 21, 2023**

RD PHASE 1A & 1B

Project location in the northwest part of Madison. Construction began in 2020 on 1A and 2021 on 1B.

Contractor is J&J Earthworks, Inc.

RD PHASE 2

Project location in the northeast part of Madison and the Hwy 34 sanitary sewer crossing. Construction began in 2021

Contractor is Halme Inc.

SRF SEGMENT 3

Project location is in the northeast part of Madison. Construction began in 2023 and is phased to be a two-year project ending in 2024

Contractor is Prunty Construction

NW 9TH ST/UNION AVE

Project location in northwest part of Madison. Construction began in 2022 and is phased to be a two year project ending in 2023

Contractor is Winter Contracting.

WATER TOWER

Project location is in the Industrial Park. Construction began in 2021 and is to be completed in 2023

Contractor is Caldwell Tanks



PHASE 1A

Overview:

The project includes water, sanitary sewer, storm sewer, full width roadway reconstruction, and sidewalk replacement. Work is 95% complete.

Remaining Work:

Two ADA ramps & sidewalk, a retaining wall, and punchlist items consisting of boulevard restoration and surfacing repairs.

Schedule:

Expect completion of concrete work in the next couple of weeks. No estimate on remaining punchlist items.

Contract Completion Dates:

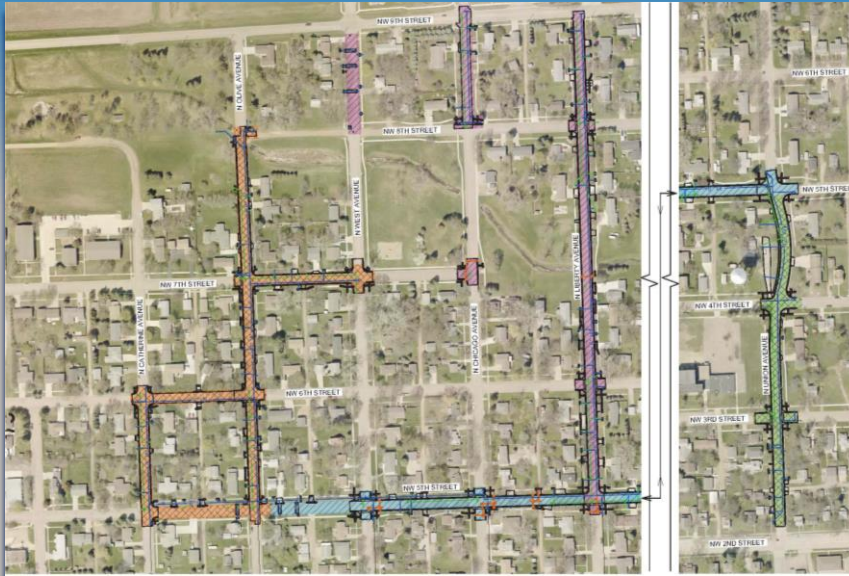
Final Completion Date: June 15, 2023



Contact Information:

City Engineering: Ryan Hegg (605) 256-7514
Banner Associates: Weston Blasius (855) 323-6342
J&J Earthworks: Colin Paulsen (605) 868-1922

PHASE 1B



Overview:

The project includes water, sanitary sewer, storm sewer, full width roadway reconstruction and sidewalk replacement. Work is 95% complete

Remaining Work:

Punchlist items that consist of boulevard restoration, surfacing repairs,

Schedule:

Punchlist is currently being worked on. No estimated time for completion.

Contract Completion Dates:

Substantial Completion Date: October 2022 – met
July 26, 2023

Final Completion Date: November 15, 2022

Contact Information:

City Engineering: Ryan Hegg (605) 256-7514
Banner Associates: Weston Blasius (855) 323-6342
J&J Earthworks: Colin Paulsen (605) 868-1922



PHASE 2

Overview:

The project includes water, sanitary sewer, storm sewer, full width roadway reconstruction, and partial sidewalk replacement.

Remaining Work:

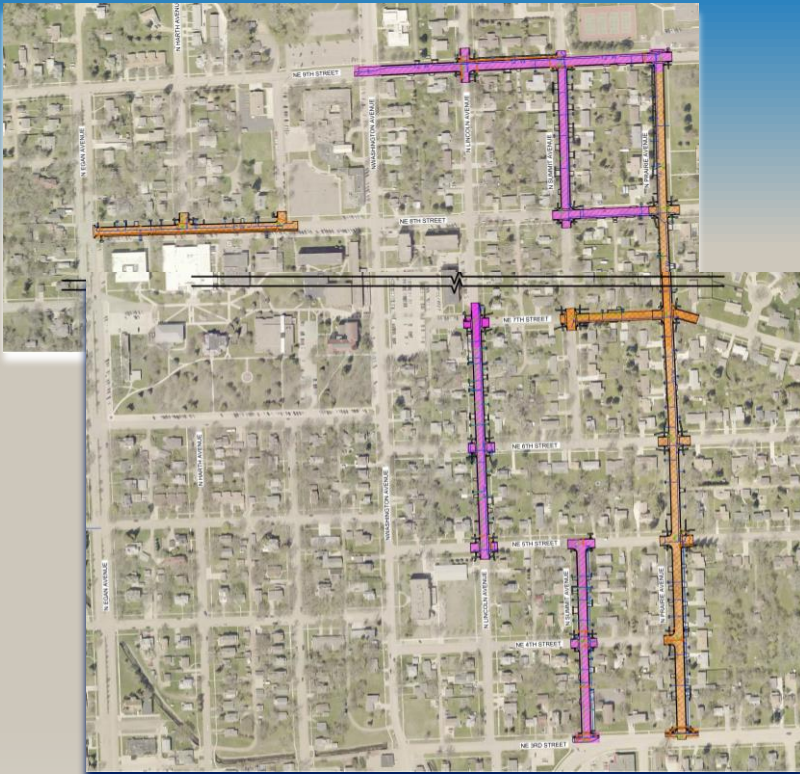
Punchlist items consisting of surfacing repairs and boulevard restorations.

Schedule:

No estimated time on boulevard restoration. Other remaining punchlist items expected to be completed within a week.

Contract Completion Dates:

Final Completion Date: June 15, 2023



Contact Information:

City Engineering: Ryan Hegg (605) 256-7514
Banner Associates: Weston Blasius (855) 323-6342
Halme Inc.: Ryan McDaniels (605) 881-4254

SEGMENT 3

Overview:

This project includes water, sanitary sewer, storm sewer, partial mill and overlay, partial full width roadway reconstruction, and sidewalk replacement.

Remaining Work:

2023 work: Complete storm sewer work, concrete curb and gutter, asphalt milling, asphalt paving.

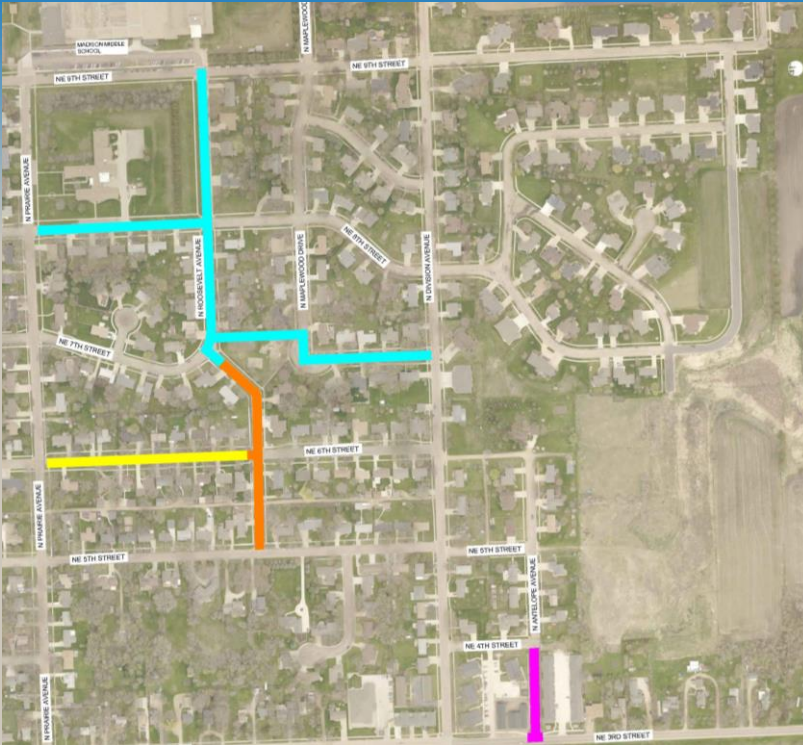
Schedule:

Expect to complete

Contract Completion Dates:

Substantial Completion 2023 work: October 2023

Substantial Completion All work: August 2024



Contact Information:

City Engineering: Ryan Hegg (605) 256-7514 or

Chad VanDenHemel (605) 427-2180

Banner Associates: Alex Welbig (855) 323-6342

Prunty Construction: Chris Ritter (605) 690-2006



NW 9TH ST. UNION AVE.

Overview:

This project includes water, sanitary sewer, storm sewer, full width roadway reconstruction, and sidewalk replacement.

Remaining Work:

Storm sewer and sanitary sewer installation NW 9th Street, all utilities on Union Avenue north of 9th Street, curb and gutter and surfacing on Phase 2 (blue), remaining boulevard restoration Phase 1 (red)

Upcoming Schedule:

Contractor has not submitted a recent schedule. Expect to complete utility work on NW 9th in two weeks and begin road reconstruction soon after.

Contract Completion Dates:

Phase 1 Substantial Completion: June 15, 2023

Phase 2 Substantial Completion west of Josephine Avenue: August 11, 2023

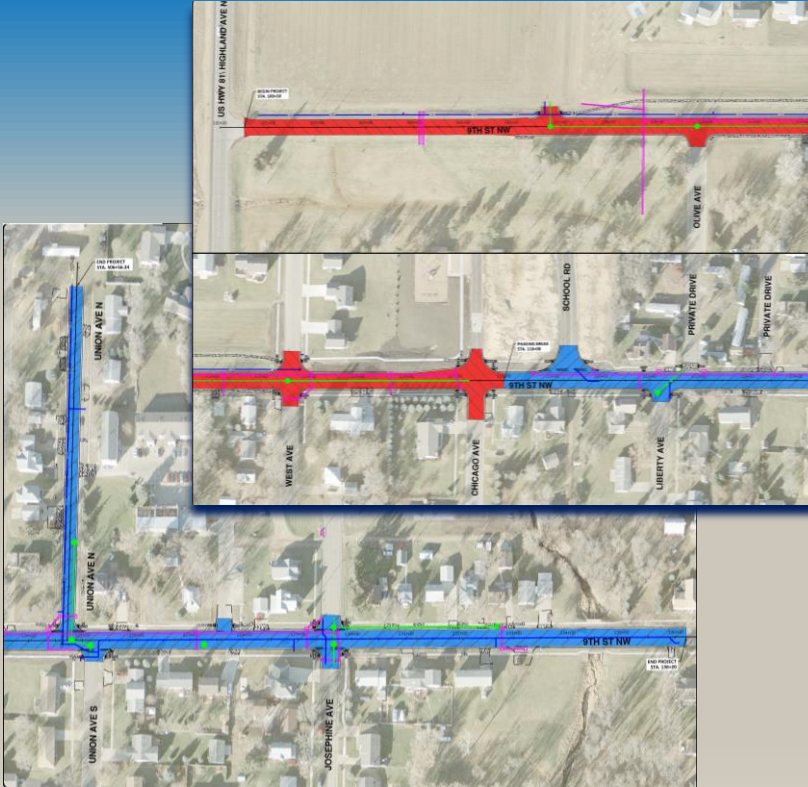
Final Completion: October 19, 2023

Contact Information:

City Engineering: Ryan Hegg (605) 256-7514 or Dan Whitlock (605) 427-1979

Banner Associates: Weston Blasius (855) 323-6342

Winter Contracting: Nick Winter (605) 360-1361





WATER TOWER

Overview:

The project consists of construction of a 750,000 gallon water tower.

Remaining Work:

Remainder of painting, interior construction, underground piping and mechanical/electrical, slab work, tank disinfection and testing, finish sitework.

Schedule (estimates):

Finish paint in air - September 25, 2023
Interior building construction - October 5, 2023
Electrical service installation - mid October 2023
Substantial Completion - November 8, 2023
Final Closeout - Estimated December 18, 2023

Contract Completion Dates:

November 2022

Contact Information:

City Engineering: Ryan Hegg (605) 256-7514
Banner Associates: Kristin Bisgard (605) 692-3642
Caldwell Tanks: Maria Yuhás (502) 964-3361 x3107



QUESTIONS?

