



BOARD OF COMMISSIONERS AGENDA
Tuesday, September 5, 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/84265443220>

PLEDGE OF ALLEGIANCE

Meeting ID: 842 6544 3220

ROLL CALL

You can also dial in using your phone.

+1 312 626 6799

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes – August 21, 2023
- 2) Minutes – August 30, 2023 Special Meeting
- 3) Bills for Approval – September 6, 2023
- 4) Bills for Ratification – August 30, 2023
- 5) Payroll Bills for Ratification – September 1, 2023 (Documentation will be available at meeting. Public copies available upon request.)
- 6) Personnel
- 7) Acknowledge Bid Date – Bid No. 934 – Furnishing 115 / 13.8 kV Power Transformer – Southeast Substation – October 11, 2023, 2:00pm
- 8) Approve Pay Estimate #2 to DGR Engineering for 2022/23 Electric Conversion Project for Period From 7/21/23 to 8/15/23 in the amount of \$148,357.80.

UNFINISHED BUSINESS

- 1) 2nd Reading on Ordinance No. 1660 – Property Tax Levy
- 2) Public Hearing on Assessment Roll for Sidewalk Repair Improvement 2022
- 3) Public Hearing on Assessment Roll for Sidewalk Improvement 2022

NEW BUSINESS

- 4) Adopt Resolution No 2023-23 Adopt & Levy Sidewalk Repair Improvement 2022
- 5) Adopt Resolution No 2023-24 Adopt & Levy Sidewalk Improvement 2022
- 6) Discussion on Nuisance Violation – Lots 15-17, Block 16, Town Prop 2nd 1039 W Center Street
- 7) Approve Resolution 2023-25 – Providing Support for Lake County Property Tax Opt-Out
- 8) Approve Madison Athlete Development Facility Naming Rights Agreement
- 9) Authorize Mayor to sign Agreement for Use and Restoration of Haul Road with Lake County
- 10) Award Bid No. 932 – 2023 Cable Purchase to WESCO
- 11) Authorize Mayor to sign Change Order 2 – Madison Water System Improvements – Water Tower
- 12) Authorize Mayor to sign Change Order 3 – Madison Water System Improvements – Water Tower

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Next Regular Commission Meeting – Monday, September 18 at 5:30pm

EXECUTIVE SESSION

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

ADJOURN

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

Supplementary agenda information may be accessed at www.cityofmadisonsd.com

If special accommodations are necessary to attend any Board of Commissioners meeting, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.

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

August 21, 2023
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 21st day of August with the following members present on roll call: Commissioners Adam Shaw, Jeremiah Corbin, Jerae Wire, and Mayor Lindsay. The following Commissioner was not present: Kelly Dybdahl.

The Pledge of Allegiance was recited.

Motion by Commissioner Wire, seconded by Commissioner Corbin to adopt the August 21, 2023, agenda. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Shaw, to approve the following items on the consent calendar: Minutes August 7, 2023, Bills for Approval – August 23, 2023, Bills for Ratification – August 16, 2023, Payroll Bills for Ratification – August 18, 2023, Personnel, Adopt Resolution No. 2023-22 – Approve a Preliminary Plat – Trojan Village Addition, Approve City Board Appointments: Airport Board – Ken Johnson (5-year term), Mathew Wollmann (filling vacancy); Library Board – Laura Reed (3-year term), Carrie Studer (3-year term), Kanthi Narukonda (filling vacancy); Park & Recreation Board – Mike Miller (3-year term).

Bills for Approval – August 23, 2023

BARTELS CLEANING SERVICE, MMU Cleaning Services, \$500.00, BIG SIOUX COMMUNITY WATER SYS, July Services, \$11,743.30, BLUEPEAK, Fire Dept Internet - Acct# 000873901, \$49.95, BUFFALO RIDGE CONCRETE INC, Concrete, \$589.75, CARQUEST OF MADISON, Race Fuel, \$75.00, CENTURYLINK QC, Phone Bill, \$90.58, CITY OF SIOUX FALLS, Bacteria Tests - June 2023, \$183.50, COLES PETROLEUM PRODUCTS INC, #2 Dyed Diesel Fuel, \$53,222.26, CONTROLS & METERS INC, Circuit Boards, \$361.79, DAKOTA RIGGERS & TOOL SUPPLY, Sling/Rope/Straps, \$1,114.90, DAKOTA STATE UNIVERSITY, June 2023 Utilities, \$13,225.68, DENNE/OAKLEY, Meal Reimbursement, \$25.97, ETTERMAN ENTERPRISES INC, Scrub Dispenser, Hand Scrub, \$139.02, FASTENAL CO, Parts, \$99.73, GRAPEVINES, Flowers & Delivery - M. Downs Service, \$55.00, HAWKINS INC, Chemicals - Community Center, \$1,794.93, INGALLS HOMESTEAD, Summer Program Admission, \$340.00, J H LARSON ELECTRICAL CO, Carflex/Connectors, \$155.57, JODE INC DBA DAIRY QUEEN OF MADISON, Blizzard Coupons - MTD 2023, \$1,026.98, KIMBALL MIDWEST, Hose, \$274.95, LAKE COUNTY AUDITOR, 911 Communications - 1st & 2nd Qtr 2023, \$89,720.04, LEWIS DRUGS INC, Sunscreen - Acct# 50303, \$39.96, MADISON ACE HARDWARE, Bags/Silicone, \$108.51, MADISON DAILY LEADER, Yearly Subscription - Acct# 5823, \$134.40, MADISON GROCERY STORE INC, Summer Program Groceries, \$471.35, MADISON ROTARY CLUB, Football Books Page Sponsor - Community Center, \$25.00, MIDWEST TURF & IRRIGATION, Valve Solenoid, \$491.98, MPOWER TECHNOLOGIES INC, Customer Support Services, \$825.00, NORTHWESTERN ENERGY, Utilities - Rec Ctr - 2544652-7, \$72.31, O REILLY AUTOMOTIVE INC, Oil Filter, \$315.65, ONE STOP, Fuel, \$239.90, PORTA PROS INC DBA A-1 PORTABLE TOILETS, Toilet Rental - Totland Park, \$152.00, PROCHEM DYNAMICS LLC, Paper Towels, \$39.55, RASMUSSEN/AUTUMN, P90X - July, \$42.00, RED ROCK VALLEY CONCRETE, Gutter Repair - NE 5th, \$918.00, RUNNINGS SUPPLY INC, Dispenser, \$266.51, RURAL ELECTRIC SUPPLY COOP, Bid #918 - 3PH Transformers, \$23,813.94, SD DEPT OF AGRICULTURE, Well Permit, \$700.00, SITEONE LANDSCAPE SUPPLY LLC, Pipes, \$388.80, SODEXO INC & AFFILIATES, Pool Concessions Week 11, \$801.13, STURDEVANTS MADISON INC, Battery, \$247.53, SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER, G - 2 Asphalt, \$3,214.40, TIMMER SUPPLY CO, Parts, \$267.31, TITAN MACHINERY, Scraper, \$180.00, USA BLUE BOOK, Chemicals, \$568.42, UTILISMART CORPORATION, Utility Data/Device Manager and SmartMAP, \$3,893.00, VERIZON WIRELESS, Jun 20 - Jul 19 - Acct# 442408979-00001, \$108.36, WEIST/SHERRY, Water Aerobics - July, \$937.36, WESCO DISTRIBUTION INC, (E-W3000) 1/0 URD Primary Wire, \$36,300.00, WHEALY/MARK, Spin Classes - July 12 - July 28, \$70.00.

Bills for Ratification – August 16, 2023

ALPHA MEDIA USA LLC, Summer Programs Advertising, \$688.00, AMERICAN ENGINEERING, Biosolids Analysis, \$340.00, BOWES CONSTRUCTION, Tack Oil, \$675.00, BUTLER MACHINERY CO, Engine #5 Repairs, \$3,863.27, CITY OF BROOKINGS, July Gate Fees, \$3,856.64, COLES PETROLEUM PRODUCTS INC, #2 Dyed Diesel Fuel,

\$68,657.67, CORE & MAIN GP LLC, Irrigation Parts, \$552.15, DENNE/OAKLEY, Meal Reimbursement, \$13.25, EAST RIVER ELECTRIC POWER COOP, Monthly Transmission Services, \$24,687.40, F & M COOP OIL CO, Fuel, \$366.74, FASTENAL CO, Hardware, \$103.30, FIRST BANK & TRUST - HEARTLAND ENERGY, Heartland Energy, \$495,858.11, FIRST PREMIER BANK, Interest Pymt on RD Loan - #2802040001, \$8,992.78, GRAYBAR ELECTRIC CO INC, (E-C1205) 1/2" D/C Comp EMT Connector, \$150.02, HAWKINS INC, Chemicals, \$2,862.62, HIVELY/WIATT, Meal Voucher, \$10.00, INFOTECH SOLUTIONS LLC, Computer & Software Subscription Fees, \$5,265.00, JIM HAWK TRUCK TRAILERS - SIOUX FALLS, Shock, \$211.26, JOSH'S TOOLS LLC, Tools, \$77.90, KARLS TV & APPLIANCE INC, Refrigerator & Microwave Gen Plant, \$849.98, KRUG PRODUCTS INC, Hose, \$2.24, LAKE COUNTY INTERNATIONAL INC, Hyd Oil, \$288.40, LEWIS DRUGS INC, Cleaning Supplies - Acct# 50269, \$102.92, MADISON ACE HARDWARE, Spade, \$303.11, MADISON DAILY LEADER, National Night Out Advertising, \$226.80, MIDWEST TURF & IRRIGATION, Parts, \$1,414.82, MUSTANG SEEDS INC, Lawn Food, \$25.00, NORTHWESTERN ENERGY, City Pool 2543114-9, \$563.93, O REILLY AUTOMOTIVE INC, Filters, \$181.38, OFFICE PEEPS INC, Desk Chairs, \$1,688.24, RSA, Professional Services - City Admin Bldg - Phase II, \$6,500.00, RUNNINGS SUPPLY INC, Filters, Spray & Muriatic Acid, \$317.90, SD ONE CALL, One Call Services, \$204.82, SD SOLID WASTE MANAGEMENT ASSO, Membership - G. Gonyo, \$400.00, SITEONE LANDSCAPE SUPPLY LLC, Irrigation Wire, \$306.50, SODEXO INC & AFFILIATES, Pool Concessions Week 9, \$2,083.25, STREICHERS INC, Uniforms, \$77.98, STUART IRBY TOOL CO, Gloves, \$1,346.06, STURDEVANTS MADISON INC, Alternator, \$593.62, SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER, G-2 Asphalt, \$6,487.20, UNIVERSITY OF LOUISVILLE, Registration - M. Feistner, \$323.68, US DEPT OF ENERGY, Monthly WAPA Bill, \$131,631.55, VALIANT LIVING INC, Contracted Expenses, \$8,853.67, WHEELCO BRAKE & SUPPLY INC, Shop Towels, \$146.26.

Payroll Bills For Ratification – August 18, 2023

HEALTH POOL OF SOUTH DAKOTA, \$42,071.54, IRS-EFTPS, \$48,881.70, OFFICE-CHILD SUPPORT ENFORCE, \$1,056.00, SD RETIREMENT SYSTEM, \$23,642.16, SD RETIREMENT SYSTEM, \$3,489.00.

Personnel

Olson, Elijah, \$14.24, Water Safety Instructor, Leeds, Larry, \$15.22, Crossing Guard.

Mayor Lindsay opened the Public Hearing for the Temporary Retail Alcohol License – Sporty's Bar & Grill – Nelson Wedding – September 9, 2023. There were no public comments. Hearing was closed.

Motion by Commissioner Corbin, Seconded by Commissioner Shaw to Approve Temporary Retail Alcohol License – Sporty's Bar & Grill – Nelson Wedding – September 9, 2023. Motion carried unanimously.

Mayor Lindsay opened the Public Hearing for the Temporary Retail Alcohol License – Sporty's Bar & Grill – Connors Wedding – September 30, 2023. There were no public comments. Hearing was closed.

Motion by Commissioner Corbin, Seconded by Commissioner Wire to Approve Temporary Retail Alcohol License – Sporty's Bar & Grill – Connors Wedding – September 30, 2023. Motion carried unanimously.

Director of Engineering and Community Development, Ryan Hegg provided an overview of actions taken to address nuisance-related issues for the City Of Madison which have included the addition of a Code Enforcement Officer and the adoption of the International Property Maintenance and International Existing Buildings Codes. In addition, the City has worked with City Deputy Attorney Kari Sanderson to develop procedures for conducting Nuisance Hearings. Sanderson has provided the City with a Nuisance Actions Booklet documenting the process. The booklet is amendable and applies to general nuisance hearings as well as nuisance appeal hearings.

Commissioners reviewed and discussed Nuisance Violation – 1039 W Center Street. The owner of this property had been provided a Notice of Hearing Before the City Commission to Declare a Public Nuisance. Since then, the property owner has made substantial progress toward cleaning up the property and the City has elected to take no action at this time. However, the City will continue to monitor the property and if no further progress occurs, the issue may be brought to the Commission as a Nuisance Violation.

Motion by Commissioner Corbin, Seconded by Commissioner Shaw to Approve Engineering Services Agreement with KLJ Engineering for Egan Ave N Reconstruction (2nd St N to 9th St N) in the amount of \$157,400 on an hourly/not to exceed basis for Phases 1 and 2 (Data-Gathering and Preliminary Design). Motion carried unanimously. Per City Administrator Berreth, the condition of the street necessitates reconstruction, which allows for more extensive repairs to the road, curb/gutters, waterlines, median, boulevards, parking, traffic flow, and more. The updates will ensure that the street provides a positive entrance to the City and to Dakota State University.

Motion by Commissioner Corbin, Seconded by Commissioner Wire to Approve Task Order No. 13 with DGR Engineering for Electric Rate Study. Motion carried unanimously. Utility Director Nate Zimmerman commented that the study will contribute to stable rates and financial health and will have a positive impact on customers by providing reliability and affordability.

Motion by Commissioner Shaw, Seconded by Commissioner Corbin to Approve Change Order #5 – Public Waterworks Renovation in the amount of \$1,711.55. Motion carried unanimously. City Administrator Berreth stated that this is a necessary addition and will add a Sewer Lift Pit and Pump to the project.

Motion by Commissioner Shaw, Seconded by Commissioner Corbin to Approve Change Order #8 – NW 9th St/Union Ave Reconstruction in the amount of \$58,740. Motion carried unanimously. Director of Engineering and Community Development, Ryan Hegg and Weston Blasius from Banner Associates commented that this change will add a “concrete fillet section, 6’ thick” and a “concrete valley gutter, 6-inch thick” to the project, resulting in improvements to the system.

Motion by Commissioner Shaw, Seconded by Commissioner Corbin to Approve Demolition of Structures at 505 S. Highland Avenue and Timeline for Site Preparation. Motion carried unanimously. City Administrator Berreth stated that no bids were received for the property, so the City is going to demolish the structures. The timeline is included in the Commission Board Packet.

Director of Engineering and Community Development, Ryan Hegg and Weston Blasius from Banner Associates provided an update on 2023 Infrastructure Improvement Projects throughout the City of Madison. Contractors are working on completion of concrete, boulevard restoration, surfacing repairs, storm sewer, curb/gutter, asphalt milling, asphalt paving, sanitary sewer, and utility work. Director Hegg indicated that the Water Tower project is nearly complete – remaining work includes painting, interior construction, piping, electric, slab work, tank disinfection and testing. Several project contractors have not met scheduled milestones/deadlines, resulting in delays. Commissioners and Director Hegg discussed ways to ensure accountability from contractors.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Tuesday, September 5th at 5:30pm
- Downtown Madtown scheduled for Tuesday, August 22nd is canceled due to excessive heat. It will not be re-scheduled.

Motion by Commissioner Shaw, seconded by Commissioner Wire to Adjourn at 6:45pm. Motion carried unanimously.

/s/Sonya Wilt

Finance Officer

Published once at the approximate cost of \$___.

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

August 30, 2023
Special

The Board of Commissioners of the City of Madison met in special session at 12:01pm on the 30th day of August with the following members present on roll call: Commissioners Adam Shaw, Jeremiah Corbin, Jerae Wire, and Kelly Dybdahl. Mayor Lindsay was not present.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to adopt the August 30, 2023, agenda. Motion carried unanimously.

Motion by Commissioner Wire, seconded by Commissioner Dybdahl to Approve the 1st Reading of Ordinance No. 1660 – Property Tax Levy. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to Declare Failed Bid for Used Fire Rescue Truck - Bid 933 and Authorize Fire Chief Randy Minnaert to negotiate for Purchase of 2003 SVI Rescue Truck. Motion carried unanimously.

Commissioner Shaw announced the following:

- Next Regular Commission Meeting – Tuesday, September 5th at 5:30pm.

Motion by Commissioner Shaw, seconded by Commissioner Wire to Adjourn at 12:07pm. Motion carried unanimously.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

CITY OF MADISON
PERSONNEL
September 2023

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Olson, Elijah	8/13/23	TEMP	PT<20	12.66	13.72	CC Lifeguard/WSI Certified
Bame, James	8/21/23		PT<20		10.81	Climbing Wall
Bell, Adilynn	8/22/2023		PT<20		11.14	After School Program
Clelland, Torrence	8/18/2023		DSU - International Student			Service Desk
Clites, Ethan	8/22/2023		PT<20		11.14	After School Program
Westall, Matthew	8/22/2023	FT	FT	22.79	23.94	Water & Wastewater Operator I
Shaw, Daveney	8/21/2023	TEMP	PT<20	11.14	11.14	After School Program
Lunde, Houston	8/21/2023	TEMP	PT<20	11.14	11.14	After School Program
Miller, Reagan	8/21/2023	TEMP	PT<20	11.14	11.14	After School Program
Olson, Carsyn	8/21/2023	TEMP	PT<20	11.14	11.14	After School Program
Corbin, Penelope	8/21/2023	TEMP	PT<20	11.14	11.14	After School Program
Even, Darrick	8/27/2023		Work Study			Service Desk
Donelan, Fiona	8/28/2023		TEMP		10.81	Service Desk
Ten Eyck, Karlie	8/28/2023		TEMP		10.81	Service Desk
Breck, Hattie	8/28/2023		PT<20		13.31	Personal Trainer
London, Grant	9/1/2023		PT<20		13.19	CC Lifeguard

ADVERTISEMENT FOR BIDS

Notice is hereby given that on the 11th day of October 2023, until 2:00 p.m., sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota, at the Office of the Finance Officer, 116 W Center Street, Madison, South Dakota 57042 and will then be publicly opened and read.

The material required is as follows:

BID NO. 934

One (1) 12/16/20 MVA @55°C rise, 13.44/17.92/22.4 MVA @65°C rise ONAN/ONAF/ONAF, power transformer, 115 Y/66.4 kV to 13.8 Y/7.97 kV with LTC and accessories.

The equipment shall be in accordance with the specifications and proposed form of contract now on file at the City of Madison, by this reference made a part hereof, as though fully set out and incorporated herein: Furnishing 115 / 13.8 kV Power Transformer – Southeast Substation.

Material suppliers desiring a copy of the bid forms and specifications for individual use may obtain them from the Office of the Engineer, DGR Engineering, 1302 South Union, PO Box 511, Rock Rapids, Iowa 51246, telephone 712-472-2531, fax 712-472-2710, website www.dgr.com, e-mail dgr@dgr.com, no deposit required.

Each bid shall be made out on a bid form furnished by the Engineer and shall be accompanied by either a certified check, cashier's check or bank draft payable to the City of Madison in a sum equal to five percent (5%) of the total bid and drawn on a state or national bank or by bid bond in a sum equal to ten percent (10%) of the total bid issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Madison. The bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract and post satisfactory Performance Bonds.

Bid envelopes must be clearly marked Bid No. 934 – Furnishing 115 / 13.8 kV Power Transformer – Southeast Substation.

Upon shipment of the completed equipment, the Supplier shall submit to the Owner a detailed statement of the equipment shipped and installed. The Owner shall, within thirty (30) days after delivery receipt of the material and associated invoice, pay the Supplier ninety percent (90%) of the Base Price of the material.

The Owner shall within thirty (30) days after final completion, field assembly, testing, required test reports, record Drawings, final documentation, and certification by Engineer, pay the Supplier the remaining ten percent (10%) of the Base Price. All materials shall be delivered by the dates set in the Specifications.

The Board of Commissioners reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days after the date bids are received and no bid may be withdrawn during this period. The Board also reserves the right to waive irregularities and to reject any or all bids as it shall deem to be in the best interest of the City.

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

SUMMARY

VALUE OF WORK COMPLETED TO DATE \$436,458.00
LESS RETAINAGE.....(10%)..... \$43,645.80
TOTAL AMOUNT DUE INCLUDING THIS PAYMENT..... \$392,812.20
LESS ESTIMATES PREVIOUSLY APPROVED..... Pay Estimate No. 1..... \$244,454.40
Pay Estimate No. 2.....
Pay Estimate No. 3.....
Pay Estimate No. 4.....
Pay Estimate No. 5.....
Pay Estimate No. 6.....
Pay Estimate No. 7.....
Pay Estimate No. 8.....
Pay Estimate No. 9.....
Pay Estimate No. 10.....
Pay Estimate No. 11.....

ORIGINAL CONTRACT PRICE..... \$504,457.31
EXPECTED FINAL CONTRACT COST (w/C.O.s, Additions & Deletions)..... \$504,457.31
LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT..... \$392,812.20
EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT..... \$111,645.11
% OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT..... 78%

TOTAL AMOUNT DUE THIS ESTIMATE..... \$148,357.80

The undersigned Contractor hereby certifies that payment has been made in full for all labor and materials incorporated in the project to date, in accordance with the terms of the Construction Contract.

Prepared by DAKOTA DIRECTIONAL, LLC, Contractor

By



Date

8-24-23

CERTIFICATE

THE AMOUNT OF \$ \$148,357.80 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

CITY OF MADISON, SOUTH DAKOTA, Owner

By



Title

Utility Director

Date

8/24/2023

DGR ENGINEERING, Engineer

By



Date

8-24-2023

Commodity Code: Service

Code: 603.4342.54300

Description: 2002/23 Elec Conv - Pay #2

Project Code: *2022/23 Elec Conv*

PAY ESTIMATE NO. 2

ELECTRIC DISTRIBUTION CONVERSION - 2023

CITY OF MADISON

MADISON, SOUTH DAKOTA

DGR Project Number 415933

For Period From: 7/21/23 To: 8/15/23

Contractor: DAKOTA DIRECTIONAL, LLC

Bid Date: 3/22/2023



			UNIT PRICE				WORK COMPLETED TO DATE (Including this Pay Period)			WORK COMPLETED THIS PERIOD		
Unit No.	Name and Description of Construction Unit	No. of Units				Ext. Price L & M	Units	%	Value of	Units	%	Value of
			Labor	Material	L & M		Comp.	Comp.	Comp. Work	Comp.	Comp.	Comp. Work
UD-1/0	Primary cable, 15 kV, 1/0 Sol. Al. (Mft.)	9.320	\$1,000.00		\$1,000.00	\$9,320.00	9.301	100%	\$9,301.00	1.836	20%	\$1,836.00
UD-4/0	Primary cable, 15 kV, 4/0 Str. Al. (Mft.)	3.810	1,500.00		1,500.00	5,715.00	3.774	99%	\$5,661.00	3.774	99%	\$5,661.00
UD-500	Primary cable, 15 kV, 500 MCM Str. Al. (Mft.)	47.550	2,000.00		2,000.00	95,100.00	46.021	97%	\$92,042.00	28.294	60%	\$56,588.00
UD-10-2 UF	Secondary cable, 600 V, 10-2 UF, Cu. w/ground (Mft.)	2.220	1,000.00		1,000.00	2,220.00	2.240	101%	\$2,240.00	1.445	65%	\$1,445.00
UD-4/0 TPLX	Secondary cable, 600 V, 2-#4/0, 1-#2/0 Str. Al. (Mft.)	0.520	2,000.00		2,000.00	1,040.00	0.540	104%	\$1,080.00	0.370	71%	\$740.00
UG-BP	1Ø transformer box pad (ea.)	1	500.00		500.00	500.00						
UM33-60GS	3Ø sectionalizing enclosure ground sleeve (ea.)	4	1,000.00		1,000.00	4,000.00	4	100%	\$4,000.00	1	25%	\$1,000.00
UPS-BP	Padmount switch box pad (ea.)	3	1,500.00		1,500.00	4,500.00	3	100%	\$4,500.00	3	100%	\$4,500.00
UK5	1Ø secondary pedestal (ea.)	2	300.00		300.00	600.00	2	100%	\$600.00	1	50%	\$300.00
UM33-PB ()	Pull box, 36"H x 48"W x 72"L (ea.)	6	1,500.00		1,500.00	9,000.00	4	67%	\$6,000.00	2	33%	\$3,000.00
UR3-(42)	Trenching-special backfill, 42" Deep (Mft.)	0.050	30,000.00		30,000.00	1,500.00						
UR3R-(42)	Trenching-rock, shale or limestone, 42" deep (Mft.)	0.050	60,000.00		60,000.00	3,000.00						
UR5-(3)3P	Bore with Owner-furnished conduit, (3)3" (Mft.)	0.050	20,000.00		20,000.00	1,000.00						
UR5-(6)3P	Bore with Owner-furnished conduit, (6)3" (Mft.)	4.320	26,000.00		26,000.00	112,320.00	4.289	99%	\$111,514.00	1.182	27%	\$30,732.00
UR5-(1)5P	Bore with Contractor-furnished conduit, (1)5" (Mft.)	0.500	20,000.00	10,826.00	30,826.00	15,413.00						
UR6-(24)	Bore without conduit, 24" deep (Mft.)	0.420	8,000.00		8,000.00	3,360.00	0.885	211%	\$7,080.00			
UR6-(42)	Bore without conduit, 42" deep (Mft.)	11.230	15,000.00		15,000.00	168,450.00	11.224	100%	\$168,360.00	3.198	28%	\$47,970.00
UR9-S	Shallow crossing (Mft.)	0.050	30,000.00		30,000.00	1,500.00						
UR-LDS	Lawn damage seeding (Mft.)	0.510	1,500.00	1,500.00	3,000.00	1,530.00	0.450	88%	\$1,350.00	0.230	45%	\$690.00
UR-PIT	Splice/Grounding connection pit (ea.)	5	500.00		500.00	2,500.00	8	160%	\$4,000.00	6	120%	\$3,000.00
ASP-REM	Asphalt pavement removal (sq. yd.)	10.0	200.00		200.00	2,000.00	21.3	213%	\$4,260.00	21.3	213%	\$4,260.00
ASP-REPL	Asphalt replacement (ton)	5.0	200.00	200.00	400.00	2,000.00	4.7	94%	\$1,880.00	4.7	94%	\$1,880.00
PCC-REM	Concrete pavement removal (sq. yd.)	10.0	300.00		300.00	3,000.00	7.3	73%	\$2,190.00	2.8	28%	\$840.00
PCC-REPL	Portland cement concrete replacement (cu. yd.)	5.0	300.00	200.00	500.00	2,500.00	0.8	16%	\$400.00	0.8	16%	\$400.00
MOB	Mobilization (as req'd)	1	10,000.00		10,000.00	10,000.00	1	100%	\$10,000.00			
T1	Taxes on Owner-furnished Materials (as req'd.)	1				42,389.31						

TOTAL CONTRACT PRICE: \$504,457.31

TOTAL TO DATE: \$436,458.00

CONTRACT TOTAL

THIS PERIOD: \$164,842.00

ORDINANCE NO. 1660

AN ORDINANCE TO APPROVE & CERTIFY PROPERTY TAX LEVIES TO LAKE COUNTY

WHEREAS, The City Commission of the City of Madison, South Dakota approved Ordinance 1634 to move the deadline for introducing the annual budget, and

WHEREAS, a Municipality may enact an ordinance not in conflict with SDCL 9-21-34 and SDCL 9-21-34.1, effective July 1, 2021, and

WHEREAS, the publication, readings, and passage follow the SDLC 9-19-7 and 9-19-7.1, and

WHEREAS, the Finance Officer must certify the tax levies to the Lake County Auditor on or before October 1st;

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

That the Finance Officer is hereby directed and authorized to certify the said tax levy to the County Auditor of the County of Lake, State of South Dakota, to the end that the same be spread and assessed as provided by law:

For General Purposes	<u>\$ 2,222,840</u>
Total Tax Levy	<u>\$ 2,222,840</u>

Dated this 6th day of September, 2022.

CITY OF MADISON

/s/Roy Lindsay Jr.
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

1st Reading: August 30, 2023
2nd Reading: September 5, 2023
Published: September 7, 2023
Effective: September 27, 2023

RESOLUTION NO. 2023-23

**A RESOLUTION TO ADOPT THE ASSESSMENT ROLL AND LEVY ASSESSMENTS FOR
SIDEWALK REPAIR IMPROVEMENT 2022**

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

1. The City Commission has made all investigations as it deems necessary and has found and determined that the amount which each lot or tract will be benefitted by the construction of sidewalk improvements heretofore designated as Sidewalk Repair Improvement 2022 is the amount stated in the proposed Assessment Roll.
2. The Assessment Roll for the Sidewalk Repair Improvement 2022 is hereby approved, and the assessments thereby specified are levied against each and every lot, piece, parcel or tract of land described therein.
3. Such assessment, mentioned in the Assessment Roll for Sidewalk Repair Improvement 2022 shall be collected by the County Treasurer in accordance with the procedures for Plan One in SDCL 9-43-108 in five (5) equal annual installments beginning January 1, 2024, together with interest and unpaid installments at the rate of 6.25 percent per annum but that any assessment, or any number of installments thereof may be paid without interest to the Finance Officer at any time within thirty (30) days after the approval of the Assessment Roll up to and including October 5, 2023, in the office of said Finance Officer. Installment payments will be credited in inverse order, last installment first.

Dated this 5th day of September, 2023.

CITY OF MADISON

/s/ Roy J Lindsay
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

ASSESSMENT ROLL
SIDEWALK REPAIR IMPROVEMENT PROJECT 2022
SIDEWALK ASSESSMENT
CITY OF MADISON
MADISON, SOUTH DAKOTA

July 26, 2023

TO: Sonya Wilt
Finance Officer
City of Madison, South Dakota

I hereby submit for filing in the office of the finance officer an assessment roll in accordance to South Dakota Codified Law 9-43-87. This work was completed in accordance with Resolution No. 2021-31 approved by the City Commission on December 13, 2021. This work was completed under contract with J&M Construction. The contract price for the removal and installation of four (4) inch thick sidewalk was nine dollars and eighty-five cents (\$9.85) per square foot of sidewalk installed. The contract price for the removal and installation of six (6) inch thick sidewalk was ten dollars and thirty-two cents (\$10.32) per square foot of sidewalk installed. The Assessment Fee is twenty (20) percent to account for engineering department, finance office, and other administrative costs. Other than the real property owners listed below, the real property owners identified in the above referenced Resolution No. 2021-31 have repaired or are permitted to repair their respective sidewalks according to the notice to construct provided in accordance with South Dakota Codified Law 9-46-2.3.

ASSESSMENT ROLL

Total Amount of Assessment Including Assessment Fee: \$996.85

The description of all lots and parcels of land in this assessment together with the amount of properly chargeable to each is as follows to wit:

Description; Parcel ID Number; Name of Owner; Remove and Install Four (4) Inch Repair Concrete Sidewalk and related costs thereof; Remove and Install Six (6) Inch Repair Concrete Sidewalk and related costs thereof. Total Amount of Assessment Excluding Assessment Fee; Assessment Fee.

Description: Lot 3 in Block 9 of Town Proprietor's First Addition to Madison, Lake County, South Dakota; Parcel ID - 210400090003010; Owner: Perry & Diane Cross; Install Four (4) Inch Concrete Sidewalk and related costs thereof: none; Install Six (6) Inch Concrete Sidewalk and related costs thereof: twenty-eight (28) square feet – two hundred eighty-eight dollars and ninety-six cents (\$288.96); Total Amount of Assessment Excluding Assessment Fee: two hundred eighty-eight dollars and ninety-six cents (\$288.96); Assessment Fee: fifty-seven dollars and seventy-nine cents (\$57.79).

Description: Lot One (1) Except Lot H-1 contained therein, in Block Two (2) of Henkin's Second Addition to Madison, Lake County, SD; Parcel ID - 211050020001010; Owner: Brownlee Enterprises Inc.; Install Four (4) Inch Concrete Sidewalk and related costs thereof: twenty-four (24) Square feet - two hundred thirty-six dollars and forty cents (\$236.40); Install Six (6) Inch Concrete Sidewalk and related costs thereof: none; Total Amount of Assessment Excluding Assessment Fee: two hundred thirty-six dollars and forty cents (\$236.40); Assessment Fee: forty-seven dollars and twenty-eight cents (\$47.28).

Description: The South Half (S ½) of Lot Two (2) and all of Lot Three (3) in Block Nineteen (19) of Smith & Trow's Summit Addition to Madison, South Dakota; Parcel ID - 211100190003010; Owner: Terry & Judy Lee; Install Four (4) Inch Concrete Sidewalk and related costs thereof: twenty-three (23) Square feet – two hundred twenty-six dollars and fifty-five cents (\$226.55); Install Six (6) Inch Concrete Sidewalk and related costs thereof: none; Total Amount of Assessment Excluding Assessment Fee: two hundred twenty-six dollars and fifty-five cents (\$226.55); Assessment Fee: forty-five dollars and thirty-one cents (\$45.31).

Description: The South 30 feet of Lot Eleven (11) and the East 45 feet of Lot Twelve (12) in Block Nine (9) of Town Proprietor's First Addition to Madison, Lake County, SD; Parcel ID - 210400090012010; Owner: Amanda Hanson; Install Four (4) Inch Concrete Sidewalk and related costs thereof: eight (8) Square feet – seventy-eight dollars and eighty cents (\$78.80); Install Six (6) Inch Concrete Sidewalk and related costs thereof: none. Total Amount of Assessment Excluding Assessment Fee: seventy-eight dollars and eighty cents (\$78.80); Assessment Fee: fifteen dollars and seventy-six cents (\$15.76).

Ryan Hegg
City Engineers Office

RESOLUTION NO. 2023-24

**A RESOLUTION TO ADOPT THE ASSESSMENT ROLL AND LEVY ASSESSMENTS FOR
SIDEWALK IMPROVEMENT 2022**

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

1. The City Commission has made all investigations as it deems necessary and has found and determined that the amount which each lot or tract will be benefitted by the construction of sidewalk improvements heretofore designated as Sidewalk Improvement 2022 is the amount stated in the proposed Assessment Roll.
2. The Assessment Roll for the Sidewalk Improvement 2022 is hereby approved, and the assessments thereby specified are levied against each and every lot, piece, parcel or tract of land described therein.
3. Such assessment, mentioned in the Assessment Roll for Sidewalk Improvement 2022 shall be collected by the County Treasurer in accordance with the procedures for Plan One in SDCL 9-43-108 in five (5) equal annual installments beginning January 1, 2024, together with interest and unpaid installments at the rate of 6.25 percent per annum but that any assessment, or any number of installments thereof may be paid without interest to the Finance Officer at any time within thirty (30) days after the approval of the Assessment Roll up to and including October 5, 2023, in the office of said Finance Officer. Installment payments will be credited in inverse order, last installment first.

Dated this 5th day of September, 2023.

CITY OF MADISON

/s/Roy J Lindsay
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

ASSESSMENT ROLL
SIDEWALK IMPROVEMENT 2022
SIDEWALK ASSESSMENT
CITY OF MADISON
MADISON, SOUTH DAKOTA

July 26, 2023

TO: Sonya Wilt
Finance Officer
City of Madison, South Dakota

I hereby submit for filing in the office of the finance officer an assessment roll in accordance to South Dakota Codified Law 9-43-87. This work was completed in accordance with Resolution No. 2021-30 approved by the City Commission on December 27, 2021. This work was completed under contract with J&M Construction. The contract price for the installation of four (4) inch thick sidewalk was seven dollars and eighty-nine cents (\$7.89) per square foot of sidewalk installed. The contract price for the installation of six (6) inch thick sidewalk was eight dollars and sixty-seven cents (\$8.67) per square foot of sidewalk installed. The Assessment Fee is twenty (20) percent to account for engineering and other costs. Other than the real property owners listed below, the real property owners identified in the above referenced Resolution No. 2021-30 have constructed their respective sidewalks according to the notice to construct provided in accordance with South Dakota Codified Law 9-46-2.3 or have either received an extension for or otherwise satisfied the requirement to construct.

ASSESSMENT ROLL

Total Amount of Assessment Including Assessment Fee: \$22,951.55

The description of all lots and parcels of land in this assessment together with the amount of properly chargeable to each is as follows to wit:

Description; Parcel ID Number; Name of Owner; Install Four (4) Inch Concrete Sidewalk and related costs thereof; Install Six (6) Inch Concrete Sidewalk and related costs thereof; Total Amount of Assessment Excluding Assessment Fee; Assessment Fee.

Project 1 – NE 4th Street from N Harth Avenue to
N Washington Avenue

Description: Lot 18 in Block 11 of Kennedy's Subdivision of Blocks No. Eleven (11) and Twelve (12) of Kennedy's Extension of Madison, Lake County, South Dakota; Parcel ID - 211450110018010; Owner: L & L Holding CO LTD II LLC; Install Four (4) Inch Concrete Sidewalk and related costs thereof: five hundred fifty-five (555) Square feet – four thousand three hundred seventy-eight dollars and ninety-five cents (\$4,378.95); Install Six (6) Inch Concrete Sidewalk and related costs thereof: ninety-eight (98) square feet – eight hundred forty-nine dollars and sixty-six cents (\$849.66); Total Amount of Assessment Excluding Assessment Fee: five thousand two hundred twenty-eight dollars and sixty-one cents (\$5,228.61); Assessment Fee: one thousand forty-five dollars and seventy-two cents (\$1,045.72).

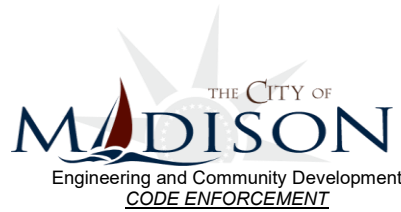
Project 4 – SE 1st Street from S Washington Avenue to
S Garfield Avenue

Description; Lot Nine (9) and Lot Ten (10) in Block Sixteen (16) of Town Proprietor's Second Addition to Madison, Lake County, South Dakota; Parcel ID - 210450160010010; Owner: Matthew Rempp; Install Four (4) Inch Concrete Sidewalk and related costs thereof: four hundred sixty-six (466) Square feet – three thousand six hundred seventy-six dollars and seventy four cents (\$3,676.74); Install Six (6) Inch Concrete Sidewalk and related costs thereof: none. Total Amount of Assessment Excluding Assessment Fee: three thousand six hundred seventy-six dollars and seventy-four cents (\$3,676.74); Assessment Fee: seven hundred thirty-five dollars and thirty-five cents (\$735.35).

Description: Lots Fifteen (15) and Sixteen (16), Block Thirteen (13), Town Proprietor's Second Addition to the City of Madison and Lots Seventeen (17) and Eighteen (18), Block Thirteen (13), Town Proprietor's Second Addition to the City of Madison; Parcel ID - 210450130018010; Owner: John & Janice Johnson; Install Four (4) Inch Concrete Sidewalk and related costs thereof: seven hundred sixty (760) Square feet – five thousand nine hundred ninety-six dollars and forty cents (\$5,996.40); Install Six (6) Inch Concrete Sidewalk and related costs thereof: one hundred seventy-two (172) square feet – one thousand four hundred ninety-one dollars and twenty-four cents (\$1,491.24); Total Amount of Assessment Excluding Assessment Fee: seven thousand four hundred eighty-seven dollars and sixty-four cents (\$7,487.64); Assessment Fee: one thousand four hundred ninety-seven dollars and fifty-three cents (\$1,497.53).

Description: Lot 5 and the East Half (E ½) of Lot 6 in Block 16 of Town Proprietor's Second Addition to Madison, Lake County, South Dakota; Parcel ID - 210450160006010; Owner: JMPD Properties LLC; Install Four (4) Inch Concrete Sidewalk and related costs thereof: two hundred seventy-five (275) Square feet – two thousand one hundred sixty-nine dollars and seventy-five cents (\$2,169.75); Install Six (6) Inch Concrete Sidewalk and related costs thereof: sixty-five (65) square feet – five hundred sixty-three dollars and fifty-five cents (\$563.55); Total Amount of Assessment Excluding Assessment Fee: two thousand seven hundred thirty-three dollars and thirty cents (\$2,733.30); Assessment Fee: five hundred forty-six dollars and sixty-six cents (\$546.66).

Ryan Hegg
City Engineers Office



REQUEST FOR BOARD ACTION
CITY OF MADISON
BOARD OF COMMISSIONERS

MEETING DATE: September 5, 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:

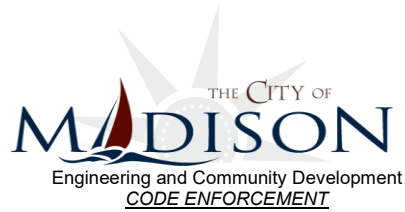
When it comes to the attention of any City official that a nuisance may exist on any premises within the City, a preliminary notice shall be served upon the owner of the premises, or the owner's agent, or the occupant thereof, which shall inform such person that it is alleged that a nuisance exists on 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 LOTS 15-16-17 BLK 16 TOWN PROP 2nd #607M, owned as indicated on GIS by Scott and Christina Johnson, has been warned 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 10, 2023, and February 10, 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**

Scott and Christina Johnson
935 N. Harth Avenue
Madison, SD 57042

September 5, 2023

PROPERTY: LOTS 15-16-17 BLK 16 TOWN PROP 2nd #607M

Dear Scott and Christina Johnson,

A Hearing to Determine Public Nuisance was held on August 21, 2023. The Madison Board of Commissioners determined the property located at LOTS 15-16-17 BLK 16 TOWN PROP 2nd #607M 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 LOTS 15-16-17 BLK 16 TOWN PROP 2nd #607M 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 October 5, 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

RESOLUTION NO. 2023-25

A RESOLUTION PROVIDING SUPPORT FOR LAKE COUNTY PROPERTY TAX OPT-OUT

WHEREAS, Lake County employs 71 employees throughout 17 departments, and

WHEREAS, the departments of Lake County provide necessary public services and infrastructure including highways and bridges, public safety, County jail, emergency management, 911 Communications, judicial services, vehicle licensing, elections, keeping of records, financial welfare assistance, veterans benefits and services assistance, property assessments, and more; and

WHEREAS, statewide, approximately 80% of county expenditures are for statutorily required functions; and

WHEREAS, Lake County maintains over 200 miles of paved roads, 85 miles of gravel roads, and 51 bridges; and

WHEREAS, Lake County experienced a budget deficit in 2022 resulting in usage of the majority of its reserve funds, and the deficit is expected to continue; and

WHEREAS, Lake County has decreased certain expenditures in its budget in an attempt to balance the budget; and

WHEREAS, Lake County explored options for increasing revenue to balance the budget and identified an opt-out of the property tax formula as the preferred method to increase the necessary revenues to sustain services at the current level to Lake County residents; and

WHEREAS, a special election for an opt-out in the amount of \$2.8 million will be held on Tuesday, September 19th, 2023;

NOW, THEREFORE, BE IT RESOLVED that the Madison City Commission expresses support for the County property tax opt-out and encourages its citizens to support it as well.

Dated this 5th day of September 2023.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

Madison Athlete Development Facility Naming Rights Agreement

This Madison Athlete Development Facility Naming Rights Agreement ("Agreement") is made and entered into this 21st day of August, 2023 between First Bank & Trust ("FB&T"), a South Dakota banking corporation, located at 520 6th Street, Brookings, South Dakota 57006, and Lake Area Improvement Corporation ("LAIC"), a South Dakota non-profit corporation, located at 315 South Egan Avenue, Madison, South Dakota 57042, having a mailing address of PO Box 32, Madison, South Dakota 57042 and the City of Madison ("City"), a political subdivision of the State of South Dakota, located at 108 W. Center St., Madison, South Dakota 57042 (collectively referred to as the "Parties"). In consideration of the promises and mutual covenants contained in this Agreement, the Parties hereby agree as follows:

1. Terms and Conditions.

Under the terms and conditions as set forth herein, LAIC and the City grants certain naming rights to FB&T for Madison Athlete Development Facility located at 535 NE 3rd Street, Madison, South Dakota 57042, (the "Facility").

2. Facility Ownership.

The Parties acknowledge that the Facility is currently owned by LAIC but upon completion of the renovation project LAIC will deed the property to the City. The project is expected to be completed in November of 2023.

3. Term of Agreement.

The term of the Agreement including the naming and exterior building signage will be for a term of 20 years commencing on September 1st, 2023 (the "Effective Date") and ending on August 31st, 2043 (the "Termination Date"), unless terminated or extended in accordance with the terms of this Agreement.

4. Naming Rights Fees.

- a. *Annual Base Fee:* The fee for the naming rights and privileges granted herein shall be Seventeen Thousand Five Hundred dollars (\$17,500) per year for the first 10 years for a total of One Hundred Seventy Five Thousand dollars (\$175,000).

Such payments will be made pursuant to the schedule shown in Exhibit A. All payments are due and payable on, or before, the date shown in Exhibit A. Such payments will be made directly to LAIC at the address identified in this Agreement.

- b. *Signage Fee*: In addition to the annual base fees as previously provided for in this Agreement, FB&T shall also pay Twenty-Five Thousand dollars (\$25,000) due and payable on, or before, the date shown in Exhibit A ("Signage Fee"). Such payment shall be utilized to cover the costs for exterior signage and shall be made directly to LAIC at the address identified in this Agreement. Any cost over \$25,000 for signage shall be the sole expense of FB&T.

5. Naming Rights and Benefits.

- a. In exchange for the Fees provided for in this Agreement, LAIC and the City grant to FB&T the right to name the Facility as a whole and the right to certain usage on an annual basis subject to the terms and conditions contained herein.
 - i. *Use of Facility*: Parties agree that FB&T shall have the right to use the Facility with no rental fee for up to two (2) FB&T events/year to be mutually coordinated and agreed upon by the Parties and based on availability of Facility not to exceed 4 days per year . FB&T must reserve the facility at least 30 days in advance.
 - ii. *Signage*: Parties agree that FB&T shall have the right to prominently display exterior and interior signage on the exterior and interior of the Facility. All signage for the Facility shall be designed, constructed, and installed based on mutually agreeable specifications. Parties will work together in a commercially reasonable manner to develop the design of the signage contemplated in this Agreement. Designs will be subject to the mutual approval of LAIC, City and FB&T with such approval not unreasonably withheld, delayed or denied by any party. Once installed, all signage will become the property of the owner of the Facility without the necessity of delivering a bill of sale. The owner of the Facility will be

responsible for the ongoing cost to operate, maintain, and repair all signage once it has been installed.

6. Trademarks & Licensing.

FB&T will be the owner of FB&T's name and logo. The use by LAIC and/or the City and the Facility of the Facility name and all of FB&T's trademarks, trade names, and logos, whether or not they are registered, pursuant to this Agreement will inure solely and exclusively to FB&T, its affiliates, and parent company, Fishback Financial Corporation. LAIC, the City and Facility will not acquire any goodwill or other interest in them. FB&T hereby grants to LAIC, the City and Facility, and to any third party who has been authorized or required by LAIC and/or the City to use the Facility Name, and/or any of FB&T's logos, trademarks, or trade names, a limited, royalty-free license to use and sub-license for the purpose of identifying the Facility and activities, events, or performances at the Facility. Upon termination of the Agreement, LAIC, the City and the Facility will cease use of such trademarks, trade names, and/or logos immediately.

7. Hold Harmless and Indemnification. Subject to the terms and conditions of this Agreement, the Parties mutually agree to hold harmless and indemnify one another and each other's officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result the other Party's performance of its obligations under the terms of this Agreement.

8. Default/Termination. If FB&T fails to pay a fee when due any amount owing under this Agreement, and such failure continues for a period of thirty (30) days after FB&T receives written notice of the default from LAIC, or if any Party to this Agreement fails to perform any of its covenants and obligations under this Agreement, and such failure continues for a period of thirty (30) days after the non-performing Party receives written notice of the default from the other Party, and such non-performance remains uncured after such thirty (30) day period, then such aggrieved Party may terminate this Agreement by giving notice of termination. All notices of default/termination shall be served on all parties to this agreement. All Parties' rights under this Section are in addition to, and are not a limitation on or in substitution for,

any other rights which either Party has by reason of any non-performance, including, without limitation, any claim for damages under law or equity. All rights are cumulative. Upon termination, all rights and obligations of the Parties under this Agreement shall cease. Time is of the essence in the performance of all duties and obligations imposed by this Agreement. Each Party's course of dealing, or forbearance from, or delay in, the exercise of any of their rights, remedies, privileges or right to insist upon strict performance of any provisions contained in this Agreement, shall not be construed as a waiver by either Party, unless any such waiver is in writing and is signed by the Party.

9. Applicable Law. This Agreement shall be governed by the laws of the State of South Dakota. If any provision of this Agreement is or becomes unenforceable, the other provisions shall remain valid and enforceable to the maximum extent possible.
10. Venue. The parties agree the legal venue for any action arising out of this Agreement or incident thereto will be proper in a court of competent jurisdiction in Lake County, South Dakota. Each party waives any objection to such venue.
11. Assignment. This Agreement shall not be assigned by any of the Parties, nor shall the Parties grant any other person any of its rights without prior written consent of the other Party.
12. Insurance. LAIC, the City and Facility will maintain a property policy of insurance subject to a deductible determined by LAIC, the City and Facility in their sole discretion, covering the Facility and FB&T's signage. The proceeds, if any, received by LAIC or the City for a casualty loss of FB&T's signage will be used to pay the costs of repair or replacement of the damaged signage.
13. Notices. Any notice or communication to be given by one party to the other under this Agreement must be in writing and given to all parties to this agreement. If notice is given by registered or certified mail, it will be deemed to have been given and received on the third business day following the date on which a registered or certified letter containing the notice, properly addressed, with postage prepaid, is deposited in the United States mail, but if given otherwise than by registered or certified mail, it will be deemed to have been given when received by the party to

who it is addressed. Notices will be delivered or sent to the following respective addresses or to such other addresses as the parties, from time to time, may specify in writing:

To LAIC:

Attention: Brooke Rollag
Lake Area Improvement Corporation
315 South Egan Avenue
PO Box 32
Madison, SD 57042

To FB&T:

Attention: Mike Kane
First Bank & Trust
120 Egan Avenue North
Madison, SD 57042

With a copy to:

Attention: Legal Department
First Bank & Trust
520 6th Street
Brookings, SD 57006

To City:

Attention: Jameson Berreth
City Administrator City of Madison
116 W. Center St.
Madison, SD 57042

14. Amendments. No addition to, deletion from, or other modification of any of the provisions of this Agreement will be valid unless made in writing and signed by an authorized representative of each of the parties.
15. Entire Agreement. Parties to this Agreement acknowledge it is a negotiated agreement, they have had an opportunity to have this Agreement reviewed by their respective legal counsel, and the terms and conditions of this Agreement are not to be construed against any party on the basis of either party's draftsmanship of this Agreement. This Agreement constitutes the entire agreement between the Parties respecting the subject matter hereof, and there are no understandings or agreements among the Parties respecting the subject matter hereof, written or oral, other than as set forth in this Agreement.

16. Agreement Counterparts. This Agreement may be simultaneously executed in counterparts, each of which will be deemed to be an original having identical legal effect and may be delivered by electronic delivery of a digitized signature or facsimile.
17. First Right of Refusal/Renewal. Upon the expiration of the term of this Agreement, FB&T shall have the right of first refusal and/or renewal to negotiate a new Agreement. FB&T shall notify LAIC and the City in writing, no less than 180 days prior to expiration of this Agreement in order to exercise FB&T's first right of refusal and/or renewal under mutually agreeable terms between the Parties. In the event that the Parties are unable to agree on the terms of a successor agreement, this Agreement shall terminate.

Remainder of Page Intentionally Blank. Signature Pages to Follow.

On this day and year first above written, the Parties hereto have executed this Agreement.

FIRST BANK & TRUST

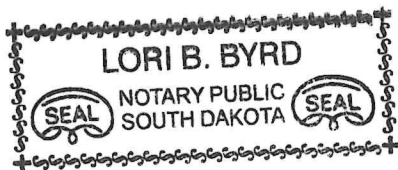


Its: Community Bank President

STATE OF SDak
COUNTY OF Lake :ss

On this the 29 day of August, 2023, before me, the undersigned officer, personally appeared Mike Kane, who acknowledged himself to be the President of FIRST BANK & TRUST, a South Dakota banking corporation, and that he, being authorized so to do, executed the foregoing instrument in the name of the company by signing the name of the company by himself as President. ^{Com Pres}

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public – South Dakota
My commission expires: Sept 08, 2023

LAKE AREA IMPROVEMENT CORPORATION

Brooke Rollag

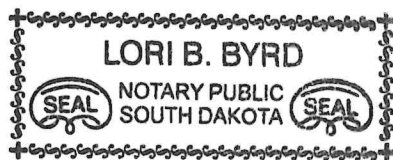
Its: Executive Director

STATE OF Sdak

COUNTY OF Lake :SS

On this the 29 day of August, 2023, before me, the undersigned officer, personally appeared Brooke Rollag, who acknowledged himself /herself to be the _____ of Lake Area Improvement Corporation a South Dakota non-profit corporation, and that he/she, being authorized so to do, executed the foregoing instrument in the name of the company by signing the name of the company by himself/herself as Exec Dir.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Lori B Byrd
Notary Public – South Dakota

My commission expires: Sept 08, 2023

CITY OF MADISON

By _____
Mayor

ATTEST:

City Finance Officer

EXHIBIT A

LEVEL OF SPONSORSHIP: **Lead Donor - \$175,000**

Annual Base Fee Schedule:

Agreement Year 1: Payment of \$17,500 on or before September 1st, 2023.

Agreement Year 2: Payment of \$17,500 on or before September 1st, 2024.

Agreement Year 3: Payment of \$17,500 on or before September 1st, 2025.

Agreement Year 4: Payment of \$17,500 on or before September 1st, 2026.

Agreement Year 5: Payment of \$17,500 on or before September 1st, 2027.

Agreement Year 6: Payment of \$17,500 on or before September 1st, 2028.

Agreement Year 7: Payment of \$17,500 on or before September 1st, 2029.

Agreement Year 8: Payment of \$17,500 on or before September 1st, 2030.

Agreement Year 9: Payment of \$17,000 on or before September 1st, 2031.

Agreement Year 10: Payment of \$17,500 on or before September 1st, 2032.

Signage Fee Schedule:

\$25,000 on or before September 1st, 2023.

AGREEMENT FOR USE AND RESTORATION OF HAUL ROAD

This Agreement is made and entered into by and between the County of Lake, South Dakota (County) and the City of Madison, South Dakota (City).

WHEREAS, City plans to construct and operate a Restricted Use Site on the following property (Property):

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirty One (31), Township One Hundred Seven (107) North, Range Fifty Four (54), West of the 5th PM; AND Lot Two (2) of Bessman's Subdivision of Lot Four (4) in Section Thirty One (31), Township One Hundred Seven (107) North, Range Fifty Four (54), West of the 5th PM; all in Lake County, South Dakota.

The Property is located 1.25 miles north of Hwy 34/81, adjacent to 442A Avenue, which is a county road. City intends to use the 1.25 miles of 442A Avenue (Haul Road) during the construction period of the Restricted Use Site. Items will be transported, including but not limited to products, equipment, materials, and/or supplies over the Haul Road; and

WHEREAS, County and City anticipate that as a result of City's use of 442A Avenue during construction of the Restricted Use Site, accelerated deterioration or wear requiring the necessity of additional maintenance to the Haul Road may occur; and

NOW THEREFORE, in consideration of the terms, conditions, and covenants contained herein it is mutually agreed as follows:

1. **PURPOSE:**

This Agreement is for new and expanded hauling operations by City during construction of the Restricted Use Site that may cause accelerated deterioration and additional maintenance of the Haul Road. These hauling operations shall include but not be limited to City, its contractors, its subcontractors, and its employees.

2. **DEFINITIONS:**

- a. Additional Maintenance: Grading, graveling, reshaping, repair, and/or modification performed on the Haul Road in excess of the same operations performed as routine maintenance by County.
- b. Haul Road: That portion of 442A Avenue commencing at South Dakota Highway 34/81 and running north for approximately 1.25 miles.

3. **SPECIFIC REQUIREMENTS:**

- a. **PRE-CONSTRUCTION INSPECTION**: An inspection team, consisting of representatives of County and City will inspect the Haul Road prior to its use as a haul road to determine and record its existing condition, including the type, thickness, and width of surfacing material in place. Authorized representatives of County and City will sign the report of the inspection, thereby agreeing to the original condition of the Haul Road as contained in the report.

- b. DURING CONSTRUCTION: During construction of the Restricted Use Site, County agrees to be responsible for the normal and customary maintenance on the Haul Road to the same degree and frequency as other full maintenance roads within the County. City agrees to be responsible for the cost of any additional maintenance necessary to maintain the road in such condition to be used by City during construction of the Restricted Use Site.
- c. POST-CONSTRUCTION RESTORATION: After construction activities are completed, City agrees perform any additional maintenance necessary to restore the Haul Road to the condition which existed immediately prior to City's use or as near as possible thereto. Estimates and projections concerning loss of useful life will not be considered in determining the restored condition of the highway roadbed and highway appurtenances.
- d. RELEASE: Following post-construction restoration, if County determines City has complied with all conditions agreed to in maintaining and restoring the Haul Road, County will release City from any further obligations for the Haul Road according to this Agreement.

Dated this _____ day of _____, 2023.

CITY OF MADISON

Roy Lindsay
Mayor

ATTEST:

Sonja Wilt
City Finance Officer

Dated this _____ day of _____, 2023.

LAKE COUNTY COMMISSION

By: _____
Kelli Wollmann
Chairman

ATTEST:

(SEAL)
Paula Barrick
Lake County Auditor



1302 South Union Street
Rock Rapids, IA 51246
DGR Project No. 415900

BID SUMMARY
2023 CABLE PURCHASE
CITY OF MADISON
MADISON, SOUTH DAKOTA
CITY OF MADISON BID NUMBER 932

Bid Letting: August 29, 2023
2:00 p.m.
City Hall
Page 1 of 1

Bidder and Address	Bid Security	Bid No. 1 15 kV Primary Power Cable Quantity: 1/0 - 44,000 ft, 4/0 - 22,500 ft, 500 - 22,500 ft		Bid No. 2 600 V Secondary Power Cable Quantity: 350 tplx - 1,000 ft.	
		Total Bid	Manuf/Delivery	Total Bid	Manuf/Delivery
WESCO 2501 East 3rd Street Sioux City, IA 51101	10% Bid Bond	\$531,695.00	Okonite 1/0-Late March 2024 4/0-Late September 2024 500-Late April 2024	\$4,700.00	CME 3/1/2024
Dakota Supply Group 800 E 60th St N Sioux Falls, SD 57104	10% Bid Bond	\$499,175.00	LS Cable 32 weeks -does not meet specifications-	\$4,750.00	Kingwire Stock

August 30, 2023



Mr. Nathan Zimmerman, Utility Director
City of Madison
116 West Center St.
Madison, SD 57042

**RE: Recommendation for Contract Awards
2023 Cable Purchase
DGR Project No. 415900
City of Madison Bid Number 932**

Dear Nate:

Bids were received for power cable at the Madison City Hall on August 29, 2023. All bids were reviewed for mathematical accuracy and conformity to the specifications. We hereby recommend for award the following Bids:

Bid No. 1 – Primary Power Cable

Recommended
Bidder: WESCO
2501 East 3rd Street
Sioux City, IA 51101

Manufacturer: Okonite

Total Bid: \$531,695.00

Clarification: The cable in low bid provided by Dakota Supply Group did not meet the specifications as an approved manufacturer, and therefore the bid from WESCO is recommended. WESCO's bid is subject to metals escalation/de-escalation between now and the time of shipment.

Bid No. 2 – Secondary Power Cable

Low Bidder: WESCO
2501 East 3rd Street
Sioux City, IA 51101

Manufacturer: CME

Total Bid: \$4,700.00

Nathan Zimmerman
August 30, 2023
Page Two

The total value of all bids as recommended will be \$536,395.00, plus escalation/de-escalation for the primary cable.

We have enclosed a bid summary form which provides details on all the bids. We will be sending this form to each of the bidders. Please let us know when awards have been made, and we will prepare contracts for signature. Feel free to contact us with any questions.

Sincerely,

DGR Engineering

A handwritten signature in cursive script, appearing to read "Chad Rasmussen", followed by a horizontal flourish.

Chad Rasmussen, P.E.

CAR:spm
Enclosure

Date of Issuance: 8/28/2023 Effective Date:
Owner: City of Madison Owner's Contract No.:
Contractor: Caldwell Tanks, Inc.. Contractor's Project No.:
Engineer: Banner Associates, Inc. Engineer's Project No.: 22831.00
Project: Madison Water System Improvements – Water Tower Contract Name:

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

Description:

Contractor provided a credit for removing sandblasting the exterior of the tower pedestal from the contract. Change order includes all material, labor, taxes, and other appurtenances.

Attachments: Caldwell email dated August 22, 2023

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 2,667,700.00	Original Contract Times: Substantial Completion: <u>October 31, 2022</u> Ready for Final Payment: <u>December 31, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ 26,260.00	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>3 days</u> Ready for Final Payment: <u>0 days</u> days
Contract Price prior to this Change Order: \$ 2,693,960.00	Contract Times prior to this Change Order: Substantial Completion: <u>November 3, 2022</u> Ready for Final Payment: <u>December 31, 2022</u> days or dates
[Increase] [Decrease] of this Change Order: \$ (17,400.00)	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u> days or dates
Contract Price incorporating this Change Order: \$ 2,676,560.00	Contract Times with all approved Change Orders: Substantial Completion: <u>November 3, 2022</u> Ready for Final Payment: <u>December 31, 2022</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: Project Manager	Title: Mayor	Title: <u>SR. PROJECT MGR.</u>	
Date: August 28, 2023	Date: _____	Date: <u>8/28/23</u>	

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Date of Issuance: 8/28/2023 Effective Date:
Owner: City of Madison Owner's Contract No.:
Contractor: Caldwell Tanks, Inc.. Contractor's Project No.:
Engineer: Banner Associates, Inc. Engineer's Project No.: 22831.00
Project: Madison Water System Improvements – Water Tower Contract Name:

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

Description:

Caldwell provided a letter requesting additional time due to the damage that occurred on-site due to the derecho. Caldwell is not asking for additional money, they are asking for additional time.

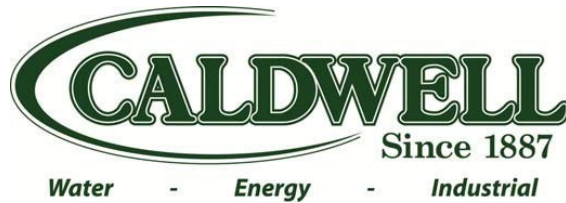
Attachments: Caldwell letter dated August 8, 2023

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 2,667,700.00	Original Contract Times: Substantial Completion: <u>October 31, 2022</u> Ready for Final Payment: <u>December 31, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ 8,860.00	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>3 days</u> Ready for Final Payment: <u>0 days</u> days
Contract Price prior to this Change Order: \$ 2,676,560.00	Contract Times prior to this Change Order: Substantial Completion: <u>November 3, 2022</u> Ready for Final Payment: <u>December 31, 2022</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 0.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>393 days</u> Ready for Final Payment: <u>396 days</u> days or dates
Contract Price incorporating this Change Order: \$ 2,676,560.00	Contract Times with all approved Change Orders: Substantial Completion: <u>December 1, 2023</u> Ready for Final Payment: <u>January 31, 2024</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Kristin Buge</u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Mayor</u>	Title: <u>Sr. Project Manager</u>
Date: <u>August 28, 2023</u>	Date: _____	Date: <u>August 28, 2023</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



August 8, 2023

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

Subject: City of Madison, SD
750,000 Gallon Elevated Water Storage Tank
C.T.I. #E-9018

Re: PCO#03 – Time Extension Request for Project Completion due to Abnormal
Weather Conditions.

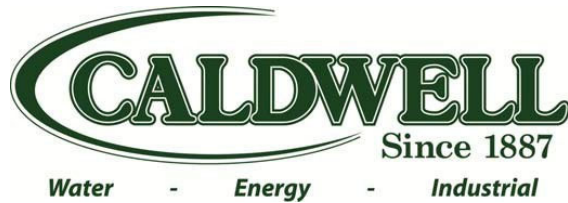
Dear Kristin,

As a result of the unprecedented derecho high-wind event that occurred on May 12th, 2022, in region of eastern South Dakota, including the City of Madison, the progress of our tank contract work was severely impacted due to the derecho wind damage done to then under-construction steel tank located at grade level. Tank painting work had just been getting underway onsite as the storm occurred.

The steel tank portion of the structure was damaged beyond repair, as the tank was blown of its structural supports, experienced weld cracking and inelastic plate buckling in the tank steel shell and attached cone roof sections. Our repair crew mobilized to the Madison tank site with the shop fabricated replacement parts on June 30, 2022. The intent was that damaged areas could potentially be fully repaired in place; however, we halted the repair of this tank as the permanent damage was more fully realized once the tank was lifted 4' off the ground and we determined that we could not re-use the tank container as we originally hoped.

The tank steel structure was deemed non-repairable by both our in-house structural engineers and outside consulting engineer retained by our insurance company. The independent insurance loss agent's structural damage inspection recommending complete reconstruction was communicated to Banner and the City of Madison 7-29-23.

The tank container that was damaged was reconstructed during the period of October 17th to December 10th, 2022, just after steel replacement material was able to be obtained, and the tank refabricated. As the tank could not be painted at grade due to the cold temperatures already being experienced in the area (colder than the tank paint material data sheet application recommendations), the tank remained at grade over winter awaiting paint in the spring of 2023. This put the progress of tank construction at approximately one year later than originally planned by the contract.



We formally request that the tank construction schedule be extended by 13 months, for a new Substantial Completion date of November 31, 2023, and Final Completion of January 31, 2024, in accordance with Article 4, Section 4.05 - C – Delays in Contractor's Progress, due to "abnormal weather conditions," of the derecho storm, which was outside of our Caldwell's control. We ask for the additional 13 month of times, as we had two tanks such affected by the May 2022 derecho storm, and the second tank, located in Volga SD, also assumed the resources available for reconstruction, in addition to Caldwell Tanks' ongoing backlog of work.

The cost of the tank replacement has been borne by Caldwell Tanks and our insurance company. Excess Banner Engineering fees charged to the City of Madison related to the derecho event and tank reconstruction, for the interim time between the event, and restart of tank painting in the Spring of 2023 will be fully reimbursed to the City of Madison by Caldwell Tanks.

Thank you for your consideration of this proposed change order. Please let me know if you have any questions, or comments, or need any additional information.

Respectfully,

Maria Yuhas
Sr. Project Manager
Caldwell Tanks, Inc.