



BOARD OF COMMISSIONERS AGENDA
Monday, December 18, 2023
5:30 PM – COMMISSION ROOM – 116 W CENTER ST

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/86992295616>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

CONSENT CALENDAR

- 1) Minutes – December 4, 2023
- 2) Bills for Approval – December 20, 2023
- 3) Bills for Ratification – December 7-13, 2023
- 4) Payroll Bills for Ratification – December 8, 2023
- 5) Adopt Resolution No. 2023-35 – Approve a Plat – Tract C of Windsor Estates Second Addition
- 6) Adopt Resolution No. 2023-36 – Approve a Plat – Lots 1A and 1B, Block 1, Lakeview Industrial Park Third Addition
- 7) Approve appointments to Community Center Advisory Committee: Eric Anderson and Nick Bird
- 8) Approve Amendment to City Administrator Employment Contract
- 9) Approve Pay Estimate #4 and Authorize Mayor to Sign FAA Project Closeout Report – AIP 3-46-0029-023-2022 – Design of Hangar Taxilanes, Airport Access Road and Parking Lot Reconstruction.

UNFINISHED BUSINESS

NEW BUSINESS

- 1) Public Hearing for Approval of Resolution 2023-32 – Declare Necessity for Sidewalk Improvement 2024
- 2) Approve Resolution 2023-32 – Declare Necessity for Sidewalk Improvement 2024
- 3) First Reading of Ordinance No. 1664 – Permitting and Regulating Ducks
- 4) Resolution No. 2023-34 – Supporting Approval of Lewis & Clark Regional Water System Expansion
- 5) Resolution No. 2023-38 Contingency Transfer
- 6) Resolution No. 2023-39 Assigned Funds Transfers
- 7) Approve Trojan Village Cost Allocation and Reimbursement Agreement
- 8) Approve Resolution 2023-37 – Approve Trojan Village Final Development Plan
- 9) Approve Egan Ave Reconstruction Engineering Services Agreement Amendment #1
- 10) Authorize Mayor to sign Change Order 2F – Madison Municipal Airport Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot
- 11) Authorize Mayor to sign Change Order 1 – Madison Water System Improvements – Segment 3
- 12) Authorize Mayor to sign Change Order 7 – Madison Water System Improvements – Phase 2A
- 13) Authorize Mayor to sign Change Order 8 – Madison Water System Improvements – Phase 2A
- 14) Discuss & Take Action on Bid No. 940 - Chemicals
- 15) Approve 2023 Electric Distribution Conversion Project Change Order #1
- 16) Update on Automated Metering Infrastructure (AMI) Project
- 17) Authorize Mayor to Terminate Utilismart Services Agreement
- 18) Accept Tyler Tech quote for AMI project
- 19) Authorize Mayor to sign Hazard Mitigation Grant Program Agreement for Fire Station Backup Generator
- 20) Infrastructure Improvement Projects Update

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Next Regular Commission Meeting – Tuesday, January 2, 2024 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**

December 4, 2023
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 4th day of December with the following members present on roll call: Commissioners Kelly Dybdahl, Jeremiah Corbin, Adam Shaw, and Mayor Lindsay. The following members were absent: Jerac Wire

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to adopt the December 4, 2023, agenda. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to approve the following items on the consent calendar. Minutes – November 20, 2023, Bills for Approval – December 6, 2023, Bills for Ratification – November 29, 2023, Payroll Bills for Ratification – November 24, 2023, Personnel, Approve 2024 Alcoholic Beverage License Application Renewals – Liquor/Wine, Authorize Mayor to Sign FAA Project Closeout Report – AIP 3-46-0029-023-2022 – Design of Hangar Taxilanes, Airport Access Road and Parking Lot Reconstruction.

Bills for Approval – December 6, 2023

ALEJANDRO VALENCIA WATER AEROBICS, Water Aerobics 10/30 - 11/22, \$168.00, ALPHA MEDIA USA LLC, Community Center Annual, \$388.00, APPEARA, Mat Rentals - Library, \$87.19, ASPHALT SURFACING COMPANY, MDS Taxilane/Road/Parking, \$275,525.95, AT & T MOBILITY, Library Monthly Service Acct# 287305209498, \$1,079.32, AUTOMATIC BUILDING CONTROLS, Annual Fire Alarm Checkout - Library, \$1,031.00, BAKER & TAYLOR, Books, \$188.46, BLOM/JED, Lunch Meeting, \$17.10, BLUEPEAK, Phone & Internet Acct# 014997301, \$3,915.04, BORNS GROUP INC, Inserts, \$540.00, BUD'S CLEAN UP SERVICE INC, Tires, \$1,113.90, BUFFALO RIDGE CONCRETE INC, Concrete, \$304.50, CENTURY BUSINESS PRODUCTS INC, Copier Contract Acct# MD0052, \$408.90, CHRISTIANSEN COMPLETE WATER, Water Delivery/Cooler Rental, \$22.00, COLES PETROLEUM PRODUCTS INC, Oil - Dexos O-20, \$537.15, COLUMN SOFTWARE PBC, Minutes - November 6, 2023, \$1,069.45, CORE & MAIN GP LLC, Meters, \$10,974.95, DAKOTA STATE UNIVERSITY, July-Sept Utilities, \$35,331.19, DEMCO INC, Library Shelving, \$7,267.87, DOLLAR GENERAL CORP, Office Supplies, \$53.90, EAST DAKOTA TRANSIT INC, Transportation - Library, \$132.00, EBSCO INDUSTRIES INC, Subscriptions - Acct# CG-F-61154-00, \$5,583.40, FOERSTER TESTING, NW 9th St Project, \$1,207.50, GALE CENGAGE LEARNING, Books, \$195.07, GALLS LLC, Uniform Shirts, \$124.30, GREAT NORTHERN ENVIRONMENTAL, Pressure Relief Valve, \$3,375.50, HASLETON/JARED, Classes at Community Center 9/25 - 10/7, \$611.00, HAWKINS INC, Chemicals - Community Center, \$1,614.18, HEGG CONSTRUCTION LLC, Water Building Renovation - Pymt #5, \$27,314.92, JENCKS & JENCKS PC, December Services/Contract, \$5,500.00, JOURNEY GROUP COMPANIES, City Admin Bldg - Pymt #4, \$608,579.92, JUNIOR LIBRARY GUILD, Books, \$180.00, LAKE COUNTY REGISTER OF DEEDS, Copies - Van Den Hemel, \$30.00, LEWIS DRUGS INC, Animal Shelter Supplies - Acct# 50269, \$97.89, MADISON ACE HARDWARE, Cutoff Saw, \$1,414.95, MADISON HOSPITALITY GROUP LLC, TIF #2 - 2022 Taxes, \$48,389.75, MICROMARKETING LLC, DVDS, \$799.78, MPOWER TECHNOLOGIES INC, Prepaid Services, \$3,000.00, O REILLY AUTOMOTIVE INC, Cabin Filters, \$63.39, OFFICE PEEPS INC, Printer Cartridges, \$1,185.28, OVERDRIVE, Audiobook, \$95.00, PENGUIN RANDOM HOUSE LLC, Books, \$60.67, PIZZA RANCH, Pizzas Delivered to Community Center, \$120.00, PORTA PROS INC DBA A-1 PORTABLE TOILETS, Toilet Rental - Generation Plant, \$148.00, PROCHEM DYNAMICS LLC, Janitorial Supplies, \$731.69, RASMUSSEN/AUTUMN, Classes at Community Center - November, \$338.00, REINICKE CONSTRUCTION INC, Pea Rock, \$420.83, RUNNINGS SUPPLY INC, Propane Torch Kit, \$418.39, SD FEDERAL PROPERTY AGENCY, Boots, Wrench, Saw, \$123.00, SD WATER AND WASTEWATER ASSOC, Membership - C. Van Den Hemel #2124, \$10.00, SEBCO BOOKS INC, Books, \$615.58, SITEONE LANDSCAPE SUPPLY LLC, Parts, \$3,140.02, STEMPER AUTO BODY LLC, Fire Hall Door, \$987.30, STURDEVANTS MADISON INC, Battery Unit #19A, \$173.99, TEC EQUIPMENT, Air Dryer Cart, Purge Valve Kit, \$304.82, TIMMER SUPPLY CO, Pipe, \$119.87, VERIZON WIRELESS, Oct 20 - Nov 19 Acct# 442408979-0001, \$231.10, WESTERN BRANCH MARTIAL ARTS, Tang Soo Do Classes, \$196.00, WHEALY/MARK, Spin Classes 11/15 - 11/24, \$141.00.

Bills for Ratification – November 29, 2023

ALTEC INDUSTRIES INC, Annual Inspection #75, \$7,136.48, AMAZON CAPITAL SERVICES INC, Apple Pencil/Toner/Cables, \$571.16, AMERICAN WATER WORKS ASSOC, Membership Dues, \$79.00, APPEARA, Entry Mats - WTP/WWTP, \$203.91, AT & T MOBILITY, Service for Phone & Tablets, \$3,273.47, AUSTREIM LANDSCAPING INC, Hydrant Deposit, \$500.00, BLUEPEAK, Fire Dept Internet - Acct# 000873901, \$49.95, BORNS GROUP INC, PRINTING & POSTAGE, \$1,497.55, BUTLER MACHINERY CO, Engine 5 - Replace Alternator, \$1,510.97, CIVIL DESIGN INC, Landfill Cell Design, \$405.00, CLAIMS ASSOCIATES INC, Deductible - Claim #GC23.115364, \$500.00, COLUMN SOFTWARE PBC, Minutes - October 27, 2023 - Special Meeting, \$49.00, DELL MARKETING LP, Laptops, \$17,025.82, F & M COOP OIL CO, Fuel, \$98.36, FASTENAL CO, Retainer, \$18.63, FIRST BANK & TRUST, Series 2013 Water Rev Bond - Acct# 20200908, \$14,778.24, GRAHAM TIRE COMPANY, Tires, \$2,419.12, GREAT AMERICA FINANCIAL SVCS, Copier Lease - #016-1587488-000, \$680.43, GREATER MADISON AREA CHAMBER, Mad Money Gift Cards, \$500.00, HAWKINS INC, Chemicals, \$840.00, HOWE INC, Annual Sprinkler Inspection, \$950.00, KIESLERS POLICE SUPPLY INC, Belt Loop, \$39.26, KINGBROOK RURAL WATER SYSTEM INC, Application Fee, \$25.00, LEWIS DRUGS INC, Cleaning Supplies - Acct# 50261, \$18.98, MADISON ACE HARDWARE, Rubber Mallet/Batteries/Hardware/Velcro, \$268.03, MADISON DAILY LEADER, Snow Inserts, \$85.00, MADISON GROCERY STORE INC, Kleenex/Coffee, \$12.66, MARCO TECHNOLOGIES, Copier Lease - Acct# 016-1571453-000, \$285.47, O REILLY AUTOMOTIVE INC, Unit #5 Brakes, \$760.00, OFFICE PEEPS INC, Copier Contract, \$312.93, ONE SOURCE, Background Check, \$39.00, ONE STOP, Fuel, \$65.80, OTTOSON/CURT, Christmas Lights, \$216.41, PORTA PROS INC DBA A-1 PORTABLE TOILETS, Toilet Rental - Memorial Park, \$170.00, PRODUCTIVITY PLUS ACCOUNT, Kitipr Valve/Motor, \$2,027.61, RUNNINGS SUPPLY INC, Drill Set/ Glass Cleaner, \$395.70, RURAL ELECTRIC SUPPLY COOP, KV2C 9S Meters, \$1,279.92, SD DEPT OF TRANSPORTATION, 2023 Bridge Inspections, Scour Analysis- Statewide, \$283.70, SD PUBLIC HEALTH LABORATORY, Water Samples, \$133.00, SD RURAL WATER, Annual Technical Conference Registration, \$975.00, SITEONE LANDSCAPE SUPPLY LLC, Pipe, \$3,481.71, STREICHERS INC, Uniforms, \$1,428.00, STRYKER, Replacement Battery, \$624.00, STURDEVANTS MADISON INC, Battery, \$654.62, SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER, G-2 Asphalt, \$5,144.80, TALK THE TEE, Decals/Installation, \$420.00, TIMMER SUPPLY CO, Parts, \$140.03, TRAF 0 TERIA SYSTEM INC, Parking Tickets, \$347.64, UTILISMART CORPORATION, Utility Data/Device Manager and SmartMAP, \$3,893.00.

Payroll Bills For Ratification – November 24, 2023

HEALTH POOL OF SOUTH DAKOTA, \$42,732.42, IRS-EFTPS, \$58,968.51, OFFICE-CHILD SUPPORT ENFORCE, \$835.38, SD RETIREMENT SYSTEM, \$31,212.41, SD RETIREMENT SYSTEM, \$3,856.50.

Personnel

Williams, Craig, \$26.82, Police Officer; Hively, Wiatt, \$31.13, Lineworker Apprentice.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to Set Hearing on December 18th, 2023 at 5:30 pm for Approval of Resolution 2023-32 – Declare Necessity for Sidewalk Improvement 2024. Motion carried unanimously. T

City Administrator Jameson Berreth shared preliminary details about the First Bank & Trust Sportsplex. Brooke Rollag from the LAIC discussed plans for the facility including activities, accessibility, security, technology, rental fees, ongoing costs, and budget. Administrator Berreth stated that the facility has been discussed with our insurance company. Brooke mentioned that 24X7 access is under consideration but is still a discussion topic. Comments were shared by the public expressing support for the facility.

KLJ shared details pertaining to the Preliminary Engineering Report for the Egan Avenue Reconstruction Project. Key topics included Water and Sewer Systems, Storm Drain, Street Lights, Pedestrian Facilities/Bump Outs, Street Improvements, Landscaping, Private Sprinkler Systems, Retaining Walls, Preliminary Costing, Funding, and Construction Schedule & Phasing. Members of the public shared opinions and feedback for the bump outs. Start date for the project was moved from 2024 to 2025 to allow for more exploration on project.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to Approve Update to Teamsters 2023-2025 Collective Bargaining Agreement. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to Approve Update to IBEW 2023-2025 Collective Bargaining Agreement. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to Direct staff to prepare a Request for Proposal (RFP) process for sale of City Hall/Police Station at 116 W Center Street. Motion carried unanimously.

Members of the public shared comments and concerns about the 9th Street Project related to construction materials leftover from the project, plus damage to sidewalks, landscaping, and potential drainage issues for storm sewers.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, December 18, 2023, at 5:30pm

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to Adjourn at 6:57pm. Motion carried unanimously.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

RESOLUTION NO. 2023-35

A RESOLUTION TO APPROVE A PLAT

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

That the Plat of Tract C of Windsor Estates Second Addition to the City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

Dated this ___ day of December, 2023.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

LOT 1 CO. AUD. SUBD. SE1/4



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

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

PLAT OF
TRACT C OF WINDSOR ESTATES SECOND ADDITION
TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Eugene F. Maurice, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I did on or before August 07, 2023, survey and replat a part of Lot 16, except Windsor Estates First and Second Addition to the City of Madison thereof, of Colburns Subdivision of Lot 2 of County Auditor's Subdivision of the Southeast Quarter of Section 5, Township 106 North, Range 52 West of the Fifth Principal Meridian, Lake County, South Dakota, into a tract as shown. The same shall hereafter be known and described as **Tract C of Windsor Estates Second Addition to the City of Madison, Lake County, South Dakota**, containing 76,347 SqFt ± 1.753 Acres ±.

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

Dated this ____ day of _____, 20____.

SD Registered Land Surveyor No. 4478



OWNER'S CERTIFICATE OF COMPLIANCE

We, Kip Spier and DaLayne Spier, Robert Spier and Jackie Spier, do hereby certify that we are the sole, absolute, and unqualified owners of all land included in the above plat and that said plat has been made at our request and in accordance with our instructions for the purpose of transfer, and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations as well as all water pollution prevention control rules, codes and laws. This parcel of land is free from any encumbrances.

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

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

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

We further certify that this platting of said described Tract C of Windsor Estates Second Addition to the City of Madison, Lake County, South Dakota, does hereby vacate the following plattings: that part of Lot 16, except Windsor Estates First and Second Addition to the City of Madison thereof, of Colburns Subdivision of Lot 2 of County Auditor's Subdivision of the Southeast Quarter of Section 5, Township 106 North, Range 52 West of the Fifth Principal Meridian, Lake County, South Dakota, said plat on file at the Register of Deeds office in Book 3 of Plats, page 143; and also vacates that part of Lot 2 of County Auditor's Subdivision of the Southeast Quarter of Section 5, Township 106 North, Range 52 West of the Fifth Principal Meridian, Lake County, South Dakota, said plat on file at the Register of Deeds office in Book 2 of Plats, page 73. Said plats, hereby vacated, are situated within the plat of Tract C of Windsor Estates Second Addition to the City of Madison, Lake County, South Dakota, South Dakota, as surveyed.

We do hereby acknowledge that this platting is being proposed for transfer purposes only and that prior to development of any parcels of this land or the issuance of any permit for the erection of any structure on any of the parcels of this land, the Owner shall accomplish the following as described in the City of Madison Subdivision Regulations - apply for and secure approval of a preliminary plat, particularly including but not limited to, development of a single drainage plan and detention pond(s) for all the land or parcels described in this plat, regardless of individual parcel size(s). These requirements shall be applicable and binding on our heirs, successors, and assigns, even if there are multiple owners of the land or parcels described herein. It is understood that the provision of this paragraph shall not apply or be binding as to any or all portions of the platted property which may be hereafter sold, transferred or otherwise acquired by the State of South Dakota, or any institution or agency under its jurisdiction; however, any of said property shall be subject to any municipal powers specifically granted in South Dakota Codified Laws 11-4, or any other applicable chapters.

Dated this ____ day of _____, 20____.

Owners:

Kip Spier

DaLayne Spier

Owners:

Robert Spier

Jackie Spier

STATE OF SOUTH DAKOTA)

COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned officer, appeared Kip Spier and DaLayne Spier, known to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

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

My commission expires: _____

Notary Public, _____ County, South Dakota

STATE OF SOUTH DAKOTA)

COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned officer, appeared Robert Spier and Jackie Spier, known to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

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

My commission expires: _____

Notary Public, _____ County, South Dakota

CITY ENGINEER'S CERTIFICATE

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

Signed on this ____ day of _____, 20____.

City Engineer, Madison, South Dakota

PLANNING COMMISSION CERTIFICATE

Approval of the plat of Tract C of Windsor Estates Second Addition to the City of Madison, Lake County, South Dakota, is hereby granted by the City Planning Commission on this ____ day of _____, 20____.

Chair, City Planning Commission

CITY COMMISSION APPROVAL

Resolution Number _____

Be it resolved by the City Commission of the City of Madison, that the plat of Tract C of Windsor Estates Second Addition to the City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

Adopted this ____ day of _____, 20____.

Mayor, City of Madison

Attest:
City Finance Officer

CITY FINANCE OFFICER'S CERTIFICATE

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

City Finance Officer, Madison, South Dakota

COUNTY TREASURER'S CERTIFICATE

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

Dated this ____ day of _____, 20____.

Treasurer, Lake County, South Dakota

DIRECTOR OF EQUALIZATION

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

Director of Equalization, Lake County, South Dakota

REGISTER OF DEEDS

Filed for record this ____ day of _____, 20____, at ____ o'clock, ____m., and

recorded in Book ____ of Plats on Page ____.

Register of Deeds, Lake County, South Dakota

RESOLUTION NO. 2023-36

A RESOLUTION TO APPROVE A PLAT

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

That the Plat of Lots 1A and 1B, Block 1, Lakeview Industrial Park Third Addition to the City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

Dated this __ day of November, 2023.

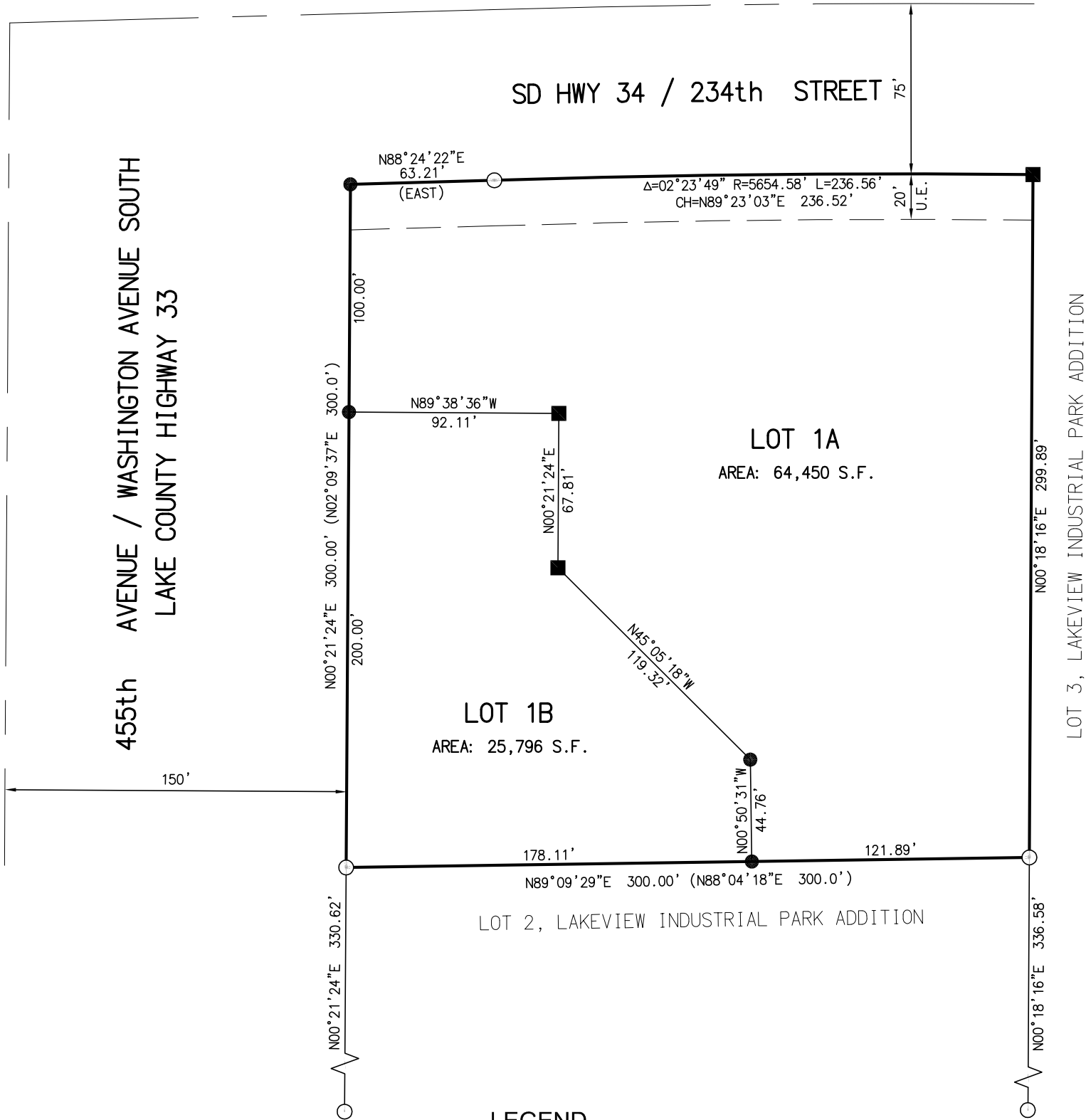
CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

PLAT OF
LOTS 1A AND 1B, BLOCK 1,
LAKEVIEW INDUSTRIAL PARK THIRD ADDITION,

Being a replat of Lot 1 of Block 1 of Lakeview Industrial Park Third Addition, City of Madison, Lake County, South Dakota



LEGEND

- FOUND MONUMENTATION
- SET 5/8" REBAR WITH SURVEY CAP "PLS 11114"
- INDICATES CHISELED "X" IN CONCRETE
- () INDICATES RECORD DISTANCE
- U.E. INDICATES UTILITY EASEMENT (WIDTH AS SPECIFIED)

SCALE: 1" = 60'
September 29, 2023

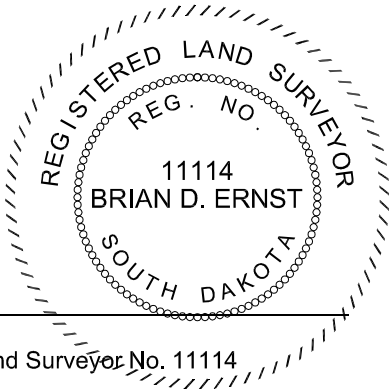
NOTE:
This plat shall vacate Lot 1 of Block 1 of Lakeview Industrial Park Third Addition to Madison, South Dakota, such plat filed July 11, 2002 in book of Plats on Page 5.

SURVEYOR'S CERTIFICATE

I, Brian D. Ernst, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I have, at the request of the owner of the real property hereinafter described, surveyed and platted a parcel of land in the City of Madison, South Dakota, as shown on the attached plat and marked upon the ground the boundaries thereof in the manner shown on said plat, and that the attached plat is a true and correct representation of said survey, and that the parcel of land so platted contains: LOTS 1A & 1B, BLOCK 1, LAKEVIEW INDUSTRIAL PARK THIRD ADDITION, Being a replat of Lot 1 of Block 1 of Lakeview Industrial Park Third Addition, City of Madison, Lake County, South Dakota, the location and dimensions of which are represented on said plat.

IN WITNESS WHEREOF, I have executed this Surveyor's Certificate

this 29th day of September, 2023.



NOTES:
BASIS OF BEARINGS ARE ASSUMED.

THIS PLAT WAS PREPARED WITHOUT THE
BENEFIT OF A TITLE COMMITMENT.

Brian D. Ernst
Registered Land Surveyor No. 11114

FORESIGHT
LAND SURVEYORS
1311 MAIN AVE. S, BROOKINGS, SD 57006
PHONE: 605.695.6442 Foresight@brookings.net

PLAT OF
LOTS 1A AND 1B, BLOCK 1,
LAKEVIEW INDUSTRIAL PARK THIRD ADDITION,

Being a replat of Lot 1 of Block 1 of Lakeview Industrial Park Third Addition, City of Madison, Lake County, South Dakota

OWNER'S CERTIFICATE

We, Southridge Professional Building, LLC, do hereby certify that we are the owner of all land included in the above plat and that said plat has been made at our request and in accordance with my instructions for the purposes indicated herein and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations.

There is hereby granted to the City of Madison, or to the holder of any utility franchise, an easement at the locations shown in the above plat for the purpose of installing and maintaining any utility line. Any land shown in the above plat and designated as a street, road, alley, park or public ground is hereby dedicated to public use as such forever, but such dedication shall not be construed to be a donation of the fee of such land.

This plat shall vacate of Lot 1 of Block 1 of Lakeview Industrial Park Third Addition to Madison, South Dakota, such plat filed July 11, 2002 in book of Plats on Page 5.

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

IN WITNESS WHEREOF I have hereunto set my hand this ____ day of _____, 20__.

Casey Crabtree, Partner

STATE OF SOUTH DAKOTA }
COUNTY OF LAKE } ss.

On this the ____ day of _____, 20__, before me, _____, the undersigned officer, personally appeared Casey Crabtree, Partner, and acknowledged that he being authorized to do so executed the foregoing Owner's Certificate for the purpose therein contained.

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

DATED THIS ____ DAY OF _____, 20__

Notary Public
My commission expires _____

CITY ENGINEER'S CERTIFICATE

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

Signed on this ____ day of _____, 20__.

City Engineer, City of Madison, South Dakota

PLANNING COMMISSION CERTIFICATE

Approval of the Plat of LOTS 1A AND 1B, BLOCK 1, LAKEVIEW INDUSTRIAL PARK THIRD ADDITION, Being a replat of Lot 1 of Block 1 of Lakeview Industrial Park Third Addition, City of Madison, Lake County, South Dakota, is hereby granted by the City Planning Commission on this _____ day of _____, 20__.

Chair, City Planning Commission

CITY COMMISSION APPROVAL

Resolution No. _____
Be it resolved by the City Commission of the City of Madison, that the Plat of LOTS 1A AND 1B, BLOCK 1, LAKEVIEW INDUSTRIAL PARK THIRD ADDITION, Being a replat of Lot 1 of Block 1 of Lakeview Industrial Park Third Addition, City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of the resolution and certify the same thereon..

Adopted this _____ day of _____, 20__.

Mayor, City of Madison

Attest: _____
City Finance Officer

CITY FINANCE OFFICER'S CERTIFICATE

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

COUNTY TREASURER'S CERTIFICATE

City Clerk, City of Madison, South Dakota

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

Dated this _____, day of _____, 20__

Treasurer, Lake County, South Dakota

DIRECTOR OF EQUALIZATION

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

Director of Equalization, Lake County, South Dakota

REGISTER OF DEEDS

Filed for record this ____ day of _____, 20__, at ____ o'clock ____ m., and recorded in Book _____ of Plats on page _____ therein.

AMENDMENT OF EMPLOYMENT AGREEMENT

RE:

CITY ADMINISTRATOR CONTRACT

This Amendment of Employment Agreement for the City Administrator Contract between Jameson Berreth (“Employee”) and the City of Madison (“Employer”) shall be effective as of January 1, 2024.

Employee’s remaining vacation on the books as of December 31, 2023, is to be carried over into 2024 and used by December 31st, 2024.

Nothing herein shall modify or abrogate the Employee’s current employment contract.

Jameson Berreth – Employee

Date:_____

CITY OF MADISON, SOUTH DAKOTA

By:_____

Roy Lindsay, Mayor - Employer

Date:_____

Attest:_____

Sonya Wilt – Finance Officer

Date:_____



Letter of Transmittal

Date:	December 12, 2023
To:	City of Madison Attn: Ryan Hegg 116 W Center Street Madison, SD 57042
Copy To:	Morris Riggin, Riggin Flight Service Sonya Wilt, City of Madison Heather Peterson, City of Madison Mason Stolle, KLJ Jake Braunagel, KLJ File
From:	Aaron Storm, PE
Re:	Madison Municipal Airport – Hangar Taxilanes, Airport Drive and Parking Lot
Project #:	KLJ #2305-00269; AIP #3-46-0029-024-2023; BIL-AIG #3-46-0029-025-2023

We Are Sending You:

☒ Attached	☐ Under Separate Cover	☐ As Requested
☐ Prints/Plans	☐ For Your Information	☒ For Your Review
☐ Specifications	☒ For Your Signature	☐ Samples
☐ Other		

Shipped via: Email

Copies (#)	Description
1	Change Order #2 – Final – Quantity Balancing
1	Pay Estimate #4 – Final
1	Final Review and Acceptance

Remarks

See enclosed Change Order #2 – Final for your review. The purpose of this Balancing Change Order is to revise the contract amount to reflect the final installed quantities based on actual field conditions and deductions from the contract for items not performed and/or required to complete the work. If acceptable, sign and return a copy to our office via email.

See enclosed Payment #4 – Final for your review. If acceptable, please obtain signature, date and return a scanned copy to our office and keep the original for City records. Send payment to the Contractor in the amount shown along with an executed copy of this Final Payment.

For Grant Reimbursement with SDDOT, this Final Payment has a detailed breakout for AIP Grant 024 and BIL-AIG Grant 025.

See enclosed Final Review and Acceptance. If acceptable, sign and return a copy.

If you have any questions, please contact me at Aaron.Storm@KLJeng.com, office at 605-444-1864, or cell at 605-254-6421.

Thank you, Aaron Storm, PE

Periodical Estimate for Partial Payment No.**4F**

For the Period

10/29/2023

through

12/12/2023



Airport Name Madison Municipal Airport
 Location Madison, SD
 Project Name Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot

AIP Project # 3-46-0029-024-2023
 BIL-AIG Project # 3-46-0029-025-2023
 KLJ Project # 2305-00269

Owner

City of Madison
 116 West Center Street
 Madison, SD 57402

Contractor

Asphalt Surfacing Co. (ASCO)
 1205 West Russell Street
 Sioux Falls, SD 57104

Engineer

KLJ Engineering LLC
 5110 East 57th Street
 Sioux Falls, SD 57108

Contract Amount \$693,491.93 (Unit price per Contract and Change Orders)

	AIP 024-2023	BIL-AIG 025-2023	Non-AIP	
	Schedule 1	Schedule 3	Schedules 2 & 4	Total
Total Work Done to Date	\$ 255,676.62	\$ 373,593.37	\$ 64,221.94	\$ 693,491.93
Material on Hand to Date	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 255,676.62	\$ 373,593.37	\$ 64,221.94	\$ 693,491.93
Retainage 0%	\$ -	\$ -	\$ -	\$ -
Subtotal (less retained percentage)	\$ 255,676.62	\$ 373,593.37	\$ 64,221.94	\$ 693,491.93
Amount Previously Paid	\$ 222,529.06	\$ 304,684.45	\$ 51,750.35	\$ 578,963.86
Total Amount Due This Estimate	\$ 33,147.56	\$ 68,908.92	\$ 12,471.59	\$ 114,528.07
Make payment directly to Contractor			TOTAL	\$ 114,528.07

Summary of Previous Payments				
	AIP, Schedule 1	BIL-AIG, Schedule 3	Non-AIP, Sch 2 & 4	Total
Estimate No. 1	\$ 127,932.19	\$ 5,323.27	\$ 13,829.62	\$ 147,085.08
Estimate No. 2	\$ 64,483.98	\$ 64,790.10	\$ 27,078.75	\$ 156,352.83
Estimate No. 3	\$ 30,112.89	\$ 234,571.08	\$ 10,841.98	\$ 275,525.95
Estimate No. 4	\$ -	\$ -	\$ -	\$ -
Estimate No. 5	\$ -	\$ -	\$ -	\$ -
Total	\$ 222,529.06	\$ 304,684.45	\$ 51,750.35	\$ 578,963.86

I hereby certify that I have prepared this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the Contractor. All work and materials included in the estimate have been performed and supplied in full in accordance with the terms and conditions of the corresponding construction contract documents and authorized changes thereto.

12/12/2023

Date

Date

Date

KJ Engineering LLC

Asphalt Surfacing Co. (ASCO)

City of Madison

Airport Name Madison Municipal Airport
Location Madison, SD
AIP Project # 3-46-0029-024-2023
BIL-AIG Project # 3-46-0029-025-2023
Contractor Asphalt Surfacing Co. (ASCO)

Periodical Estimate No. 4F

KLJ Project # 2305-00269

Item #	Spec #	Item	Quantities			Unit	Unit Price	Total Price
			Plan/CCO	Current	Total			
SCHEDULE 1 - BASE BID - RECONSTRUCT HANGAR TAXILANES								
1	C-105	Mobilization	1		1	L.S.	\$ 65,768.15	\$ 65,768.15
2	Local	AirsideTraffic Control	1		1	L.S.	\$ 9,052.55	\$ 9,052.55
3	C-100	Contractor Quality Control Program (CQCP)	1		1	L.S.	\$ 12,492.50	\$ 12,492.50
4	C-105	Contractor Staging/Storage Area	1	0.25	1	L.S.	\$ 3,621.05	\$ 3,621.05
5	C-102	Temporary Erosion Control Fiber Mat	0		-	S.Y.	\$ 6.80	\$ -
6	C-102	Inlet Protection	2		2	Each	\$ 96.20	\$ 192.40
7	C-102	Stabilized Construction Access/Vehicle Tracking Control	1		1	Each	\$ 966.10	\$ 966.10
8	Plan Notes	Temporary Contractor Access Road	1		1	L.S.	\$ 10,857.55	\$ 10,857.55
9	P-101	Remove and Dispose of Asphalt Pavement	1,205		1,205	S.Y.	\$ 8.70	\$ 10,483.50
10	P-101	Remove and Dispose of 4" PVC Drain Pipe	26		26	L.F.	\$ 5.65	\$ 146.90
11	P-152	Unclassified Excavation	1,786		1,786	C.Y.	\$ 11.25	\$ 20,092.50
12	Plan Notes	Subgrade Repair (As Needed)	13		13	C.Y.	\$ 28.45	\$ 369.85
13	P-154	Geogrid (As Needed)	27		27	S.Y.	\$ 5.85	\$ 157.95
14	P-154	Separation Geotextile	1,700		1,700	S.Y.	\$ 1.15	\$ 1,955.00
15	P-154	Subbase Course, 35 inches	1,347		1,347	C.Y.	\$ 27.10	\$ 36,503.70
16	SP-260	Aggregate Base Course, 6 inches, SDDOT	276		276	C.Y.	\$ 44.80	\$ 12,364.80
17	SP-320	Hot Mix Asphalt Pavement, 4 inches, SDDOT, Class G, PG 58-34	297.6		297.6	Ton	\$ 135.60	\$ 40,354.56
18	P-603	Emulsified Asphalt Tack Coat	121		121	Gal.	\$ 7.35	\$ 889.35
19	P-605	Joint Sealing Filler (Hot Applied)	145	145	145	L.F.	\$ 39.60	\$ 5,742.00
20	P-620	Surface Preparation	1	1	1	L.S.	\$ 452.60	\$ 452.60
21	P-620	Taxiway Painting, 6" Wide	216	216	216	S.F.	\$ 4.55	\$ 982.80
22	P-620	Reflective Media	1	1	1	L.S.	\$ 339.45	\$ 339.45
23	D-701	12" PVC Drain Pipe	24		24	L.F.	\$ 28.30	\$ 679.20
24	D-705	4-inch Perforated PVC Underdrain Pipe including Porous Backfill and Filter Fabric	424		424	L.F.	\$ 29.35	\$ 12,444.40
25	Plan Notes	4-inch Solid PVC Outlet Pipe	82		82	L.F.	\$ 35.60	\$ 2,919.20
26	Plan Notes	Precast Concrete Headwall	1		1	Each	\$ 565.80	\$ 565.80
27	Plan Notes	Underdrain Cleanout	2		2	Each	\$ 282.90	\$ 565.80
28	T-901	Seeding	0.5		0.5	Acre	\$ 2,263.15	\$ 1,131.58
29	T-905	Topsoiling (On Site)	316		316	C.Y.	\$ 8.75	\$ 2,765.00
30	T-908	Mulching	0.5		0.5	Acre	\$ 1,640.75	\$ 820.38
TOTAL SCHEDULE 1 - RECONSTRUCT HANGAR TAXILANES								\$ 255,676.62
SCHEDULE 2 - BASE BID - RECONSTRUCT HANGAR TAXILANES APPROACHES (GRANT INELIGIBLE)								
1	P-101	Remove & Dispose of Asphalt Pavement	276		276	S.Y.	\$ 14.20	\$ 3,919.20
2	P-101	Remove & Dispose of Concrete Pavement	199		199	S.Y.	\$ 29.25	\$ 5,820.75
3	P-151	Remove & Dispose of Trees	6		6	Each	\$ 680.15	\$ 4,080.90
4	P-152	Unclassified Excavation	101		101	C.Y.	\$ 14.70	\$ 1,484.70
5	P-154	Separation Geotextile	403		403	S.Y.	\$ 1.45	\$ 584.35
6	SP-260	Aggregate Base Course, SDDOT	93		93	C.Y.	\$ 38.25	\$ 3,557.25
7	SP-320	Hot Mix Asphalt Pavement, 4 inches, SDDOT, Class G, PG 58-34	21.7		21.7	Ton	\$ 153.05	\$ 3,321.19
8	SP-380	Portland Cement Concrete, 6 inches, SDDOT, Class M6	138		138	S.Y.	\$ 152.75	\$ 21,079.50
9	P-603	Emulsified Asphalt Tack Coat	9		9	Gal	\$ 11.90	\$ 107.10
10	P-605	Joint Sealing Filler (Hot Applied)	155	155	155	L.F.	\$ 33.95	\$ 5,262.25
11	T-901	Seeding	0.1		0.1	Acre	\$ 2,263.15	\$ 226.32
12	T-905	Topsoiling (On Site)	68		68	C.Y.	\$ 16.30	\$ 1,108.40
13	T-908	Mulching	0.1		0.1	Acre	\$ 1,640.75	\$ 164.08
TOTAL SCHEDULE 2 - RECONSTRUCT HANGAR TAXILANES APPROACHES								\$ 50,715.99

Airport Name Madison Municipal Airport
Location Madison, SD
AIP Project # 3-46-0029-024-2023
BIL-AIG Project # 3-46-0029-025-2023
Contractor Asphalt Surfacing Co. (ASCO)

Periodical Estimate No. 4F

KLJ Project # 2305-00269

Item #	Spec #	Item	Quantities			Unit	Unit Price	Total Price
			Plan/CCO	Current	Total			
SCHEDULE 3 - BASE BID - RECONSTRUCT AIRPORT DRIVE AND PARKING LOT								
1	Local	Landside Traffic Control	1	0.10	1	L.S.	\$ 2,489.45	\$ 2,489.45
2	C-105	Contractor Staging/Storage Area	1	0.25	1	L.S.	\$ 1,541.95	\$ 1,541.95
3	C-102	Temporary Erosion Control Fiber Mat	0		-	S.Y.	\$ 6.80	\$ -
4	C-102	Biorolls	100		100	L.F.	\$ 3.60	\$ 360.00
5	C-102	Inlet Protection	0		-	Each	\$ 96.20	\$ -
6	C-102	Concrete Washout	1		1	Each	\$ 198.20	\$ 198.20
7	C-102	Stabilized Construction Access/Vehicle Tracking Control	1		1	Each	\$ 966.10	\$ 966.10
8	Plan Notes	Temporary Airport Access Road and Parking Lot	1	0.25	1.00	L.S.	\$ 9,678.70	\$ 9,678.70
9	P-101	Remove and Dispose of Asphalt Pavement	3,495		3,495	S.Y.	\$ 8.30	\$ 29,008.50
10	P-101	Remove & Dispose of 18" RCP Pipe (Length Includes Flared Ends)	42		42	L.F.	\$ 11.30	\$ 474.60
11	P-152	Unclassified Excavation	3,788		3,788	C.Y.	\$ 6.10	\$ 23,106.80
12	Plan Notes	Subgrade Repair (As Needed)	18	18	18	C.Y.	\$ 28.45	\$ 512.10
13	P-154	Geogrid (As Needed)	0		-	S.Y.	\$ 2.50	\$ -
14	P-154	Separation Geotextile	4,770		4,770	S.Y.	\$ 1.15	\$ 5,485.50
15	P-154	Subbase Course, 12 inches	1,442		1,442	C.Y.	\$ 12.80	\$ 18,457.60
16	SP-260	Aggregate Base Course, 12 inches, SDDOT	1,442		1,442	C.Y.	\$ 37.65	\$ 54,291.30
17	SP-320	Hot Mix Asphalt Pavement, 5 inches, SDDOT, Class G, PG 58-34	1,102.1	35	1,102.1	Ton	\$ 131.75	\$ 145,201.68
18	P-603	Emulsified Asphalt Tack Coat	394		394	Gal.	\$ 7.35	\$ 2,895.90
19	SP-650	Concrete Curb & Gutter (Standard & Drop Curb)	94		94	L.F.	\$ 93.90	\$ 8,826.60
20	SP-633	Pavement Marking, 4 inches wide, SDDOT (no beads)	1,060	1,060	1,060	S.F.	\$ 2.85	\$ 3,021.00
21	D-701	13"x22" Arch RCP, Class 4 (18" equivalent diameter)	40		40	L.F.	\$ 279.50	\$ 11,180.00
22	D-701	13"x22" Arch RCP End Section, Class 4	2		2	Each	\$ 678.95	\$ 1,357.90
23	D-705	4-inch Solid PVC Outlet Pipe	80		80	L.F.	\$ 35.60	\$ 2,848.00
24	Plan Notes	Precast Concrete Headwall	1		1	Each	\$ 565.80	\$ 565.80
25	D-751	Catch Basin, 2'x2'	1		1	Each	\$ 2,263.15	\$ 2,263.15
26	T-901	Seeding	0.9	0.9	0.9	Acre	\$ 1,697.35	\$ 1,527.61
27	T-905	Topsoiling (On Site)	745		745	C.Y.	\$ 8.75	\$ 6,518.75
28	T-908	Mulching	0.9	0.9	0.9	Acre	\$ 1,640.75	\$ 1,476.68
29	Plan Notes	State Permit or License Required Sign	2	2	2	Each	\$ 28.30	\$ 56.60
30	Plan Notes	Reserved Parking Sign	2	2	2	Each	\$ 50.90	\$ 101.80
31	Plan Notes	Wheelchair Access Aisle Sign	1	1	1	Each	\$ 50.90	\$ 50.90
32	Plan Notes	Stop Sign	1	1	1	Each	\$ 362.10	\$ 362.10
33	Plan Notes	"Airport Dr" Street Sign	2	2	2	Each	\$ 50.90	\$ 101.80
34	Plan Notes	"Airport Rd" Street Sign	2	2	2	Each	\$ 50.90	\$ 101.80
35	Plan Notes	Install Temporary Vehicle Access Gate	1		1	Each	\$ 4,783.15	\$ 4,783.15
36	Plan Notes	Install Temporary Gate Post	2		2	Each	\$ 565.80	\$ 1,131.60
37	Plan Notes	Remove, Salvage, and Reinstall Existing Wildlife Fence	12	12	12	L.F.	\$ 545.40	\$ 6,544.80
38	Plan Notes	Utility Pothole	14		14	Each	\$ 565.80	\$ 7,921.20
39	Plan Notes	Water Service, 1" Pex-Poly Tubing (Furnish and Install)	144		144	L.F.	\$ 32.30	\$ 4,651.20
40	Plan Notes	Landscape Rock	37	37	37	S.Y.	\$ 191.15	\$ 7,072.55
TOTAL SCHEDULE 3 - RECONSTRUCT AIRPORT DRIVE AND PARKING LOT								\$ 367,133.37

Airport Name Madison Municipal Airport
Location Madison, SD
AIP Project # 3-46-0029-024-2023
BIL-AIG Project # 3-46-0029-025-2023
Contractor Asphalt Surfacing Co. (ASCO)

Periodical Estimate No. 4F

KLJ Project # 2305-00269

Item #	Spec #	Item	Quantities			Unit	Unit Price	Total Price
			Plan/CCO	Current	Total			
SCHEDULE 4 - BASE BID - RECONSTRUCT PARKING LOT (GRANT INELIGIBLE)								
1	P-101	Remove and Dispose of Concrete Pavement	18		18	S.Y.	\$ 182.25	\$ 3,280.50
2	P-154	Separation Geotextile	40		40	S.Y.	\$ 3.95	\$ 158.00
3	SP-260	Aggregate Base Course, 6 inches, SDDOT	9		9	C.Y.	\$ 60.15	\$ 541.35
4	SP-380	Portland Cement Concrete, 6 inches, SDDOT, Class M6	22		22	S.Y.	\$ 152.75	\$ 3,360.50
5	SP-651	Concrete Sidewalk, 4 inches, SDDOT	66	22	66	S.F.	\$ 16.95	\$ 1,118.70
6	SP-380	Concrete Steps	1		1	L.S.	\$ 3,960.50	\$ 3,960.50
7	P-605	Joint Sealing Filler (Hot Applied)	32	32	32	L.F.	\$ 33.95	\$ 1,086.40
TOTAL SCHEDULE 4 - RECONSTRUCT PARKING LOT								\$ 13,505.95
CHANGE ORDER 1 - PARKING LOT - SCHEDULE 3, BIL-AIG #3-46-0029-025-2023								
CO 1-1	Plan Notes	Additional 27" Manhole Casting and Additional Cleanout Casting Furnish and Install	1	1	1	L.S.	\$ 1,970.00	\$ 1,970.00
CO 1-2	Plan Notes	Sump Pump Furnish and Install	1	1	1	L.S.	\$ 4,490.00	\$ 4,490.00
TOTAL CHANGE ORDER 1 - PARKING LOT								\$ 6,460.00

TOTAL SCHEDULE 1, AIP #3-46-0029-024-2023, WORK DONE TO DATE \$ 255,676.62

TOTAL SCHEDULE 3, BIL-AIG #3-46-0029-025-2023, WORK DONE TO DATE \$ 367,133.37

TOTAL SCHEDULE 2 & 4, NON-AIP (GRANT INELIGIBLE), WORK DONE TO DATE \$ 64,221.94

TOTAL CHANGE ORDER 1 - PARKING LOT - SCHEDULE 3, BIL-AIG #3-46-0029-025-2023 WORK DONE TO DATE \$ 6,460.00

TOTAL WORK DONE TO DATE \$ 693,491.93

NOTE: The items highlighted above in tan are items that are funded 100 percent non-AIP and 0 percent AIP.

Final Review and Acceptance

Contractor	Asphalt Surfacing Co. (ASCO)
Address	1205 West Russell Street, Sioux Falls, SD 57104
Project	Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot
Owner	Madison Municipal Airport, City of Madison

On this Date, November 16, 2023, a final review of the project as constructed was made.

The Contractor hereby certifies that the construction has been performed in accordance with the plans and specifications, approved Change Orders, and terms of the contract. The Contractor further certifies that there are no unpaid bills of material or labor disputes in connection with this contract, and that the amount of \$ 693,491.93 shown on the final estimate, is the total amount due for all work completed.

The undersigned Owner does hereby agree that all construction and engineering work on the project is complete and does satisfy all terms of appropriate construction or engineering agreements.

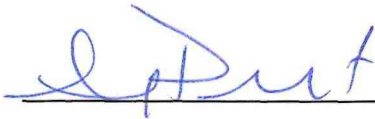
Owner and Contractor do hereby acknowledge that the one-year warranty period will begin on November 6, 2023, substantial completion date.

KLJ
(ENGINEER)

By:  Printed: Aaron Storm

Date: 12/12/2023

ASCO
(CONTRACTOR)

By: 

Date: 12/12/23

(OWNER)

By: _____

Date: _____

PROPOSED RESOLUTION NO. 2023-32

A RESOLUTION TO DECLARE THE NECESSITY FOR SIDEWALK IMPROVEMENT 2024

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

That the City hereby declares the necessity of constructing sidewalks within the City of Madison located adjacent to the following streets as noted in Exhibit A with the projected locations being as follows: -

A. Project 1 – NW 3rd Street from Highland Ave and Union Ave:

1. The West 75 feet of Lot Nine (9) and the West 75 feet of Lot Ten (10) in Block Thirty Four (34) of Smith and Trow's Summit Addition to Madison, Lake County, SD; AND The East 75 feet of Lot Nine(9) and the East 75 feet of Lot Ten (10) in Block Thirty Four (34) of Smith and Trow's Summit Addition to Madison, Lake County, SD. 150 Linear feet of 4-inch sidewalk; estimated total costs \$7,131.09.
2. Lots One (1) and Two (2) in Block Thirty Four (34) of Smith and Trow's Summit Addition to Madison, Lake County, SD. 136 linear feet of 4-inch sidewalk; estimated total costs \$6,465.52.
3. Lot Ten (10) in Block Thirty Three (33) of Smith and Trow's Summit Addition to Madison, Lake County, South Dakota. 150 linear feet of 4-inch sidewalk; estimated total costs \$7,131.09.
4. Lots One (1) and Two (2) in Block Twenty (20) of Smith and Trow's Summit Addition to Madison, Lake County, SD. 136 linear feet of 4-inch sidewalk; estimated total costs \$6,465.52.
5. Lot One (1) and the North One-Half (N 1/2) of Lot Two (2), Block Nineteen (19), of Smith and Trow's Summit Addition to the City of Madison, Lake County, South Dakota. 136 linear feet of 4-inch sidewalk; estimated total costs \$6,465.52.
6. Lot Eight (8) in Block Seven (7) of Smith and Trow's Summit Addition to Madison, Lake County, SD. 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09.
7. An undivided 2/3rds interest in Lots One (1) and Two (2), Except the South 48 Feet of Lot Two (2) in Block Seven (7) of Smith and Trow's Summit Addition to Madison, Lake County, South Dakota; Also Described as: Lots 1 and 2 in Block 7 except the South 48 feet of Lot 2 of Smith & Trow's Summit Addition to Madison, Lake County, South Dakota. 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52
8. Lot Five (5), EXEPT the West 60 feet thereof, and Lox Six(6), EXCEPT the West 60 feet thereof, and the West 6 feet of that part of Right of Way adjoining the 76 feet of Lots Five (5) and Six (6), all in Block Twenty One (21), Smith and Trow's Summit Addition to Madison, Lake County, SD. 82 linear feet of 4-inch sidewalk; estimated costs \$3,898.33.
9. The West 40 feet of Lot Eight (8) and all of Lot Nine(9) in Block Twenty One (21) of Smith and Trow's Summit Addition to Madison, Lake County, SD. 90 linear feet of 4-inch sidewalk; estimated costs \$4,278.65.
10. Lot Seven (7) and the east Half (E 1/2) of Lot Eight (8), Block Thirty Five (35) of Smith & Trow's Summit Addition to Madison, Lake County, South Dakota and also the South Half (S 1/2) of the vacated alley adjoining said lots on the North, Madison, Lake County, South Dakota. 75 linear feet of 4-inch sidewalk; estimated costs; \$3,565.55.

11. The West Half (W 1/2) of Lot Eight (8) and all of Lot Nine (9) in Block Thirty Five (35) in Smith and Trow's Summit Addition to Madison, Lake County, SD. According to the recorded plat thereof, together with the South Half (S 1/2) of the vacated alley lying adjacent to the North of said lots. 75 linear feet of 4-inch sidewalk; estimated costs \$3,565.55.
12. Lot Five (5), except the North 15' thereof, and all of Lot Six (6), in Block Forty Three (43) of Smith and Trow's Summit Addition to Madison, South Dakota. 150 linear feet of sidewalk; estimated costs \$7,131.09.

B. Project 2 – NW 4th Street from Highland Ave to Union Ave:

1. Lot One (1) and Lot Two (2) and the North 30 feet of Lot Three (3) in Block Forty Three (43) of Smith and Trow's Summit Addition to Madison, South Dakota. 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09.
2. Lot One (1) and the North One-Half (n 1/2) of Lot Two (2), Block Thirty-Five (35), Smith & Trow's Summit Addition to Madison. 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52.
3. Lots One (1) and Two (2) in Block Thirty Two (32) of Smith and Trow's Summit Addition to Madison, Lake County, SD. 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52.
4. The North Half of Lots Ten (10) and Eleven (11) in Block Twenty One (21) of Smith and Trow's Summit Addition to Madison, Lake County, South Dakota. 100 linear feet of 4-inch sidewalk; estimated costs \$4,754.06.
5. The North Half (N 1/2) of Lots Ten (10), Eleven (11) and Twelve (12) in Block Eighteen (18) of Smith & Trow's Summit Addition to Madison, Lake County, South Dakota. 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09.
6. The East 90 feet of Lot One (1) and the East 90 feet of the North Half (N 1/2) of Lot Two (2) in Block Eighteen (18) of Smith and Trow's Summit Addition to Madison, Lake County, SD; AND The West 46 feet of Lot One (1) and the West 46 feet of the North Half (N 1/2) of Lot Two (2) in Block Eighteen (18) of Smith and Trow's Summit Addition to Madison, Lake County, SD. 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52.
7. The North Half (N 1/2) of Lots Ten (10), Eleven (11) and Twelve (12), Block Eight (8), Smith & Trow's Summit Addition to the City of Madison, South Dakota. 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09.
8. The South Half (S 1/2) of Lot 5 and all of Lot 6 of Block 9 in Smith and Trow's Summit Addition to the City of Madison, Lake County, South Dakota. 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52.
9. The South 78.5 feet of Lots Seven (7), Eight (8), and Nine (9) in Block Nine (9) of Smith and Trow's Summit Addition to Madison, Lake County, South Dakota. 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09.
10. Lot Seven (7) and the East One-Half (E 1/2) of Lot Eight (8) in Block Seventeen (17) of Smith and Trow's Summit Addition to Madison, Lake County, SD. 75 linear feet of 4-inch sidewalk; estimated costs \$3,565.55.
11. The South Half (S 1/2) of Lot Five (5) and all of Lot Six (6) in Block Twenty Two (22) of Smith and Trow's Summit Addition to Madison, South Dakota. 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52.

12. Lot Seven (7) in Block Thirty One (31) of Smith and Trow's Summit Addition to Madison, Lake County, SD. 50 linear feet of 4-inch sidewalk; estimated costs \$2,377.03
13. Lots Eight (8) and Nine (9), Block Thirty-one (31), Smith & Trow's Summit Addition to Madison, Lake County, South Dakota. 100 linear feet of 4-inch sidewalk; estimated costs \$4,754.06.
14. The West Half (W 1/2) of Lots Four (4), Five (5), and Six (6) in Block Thirty-six (36), Smith & Trow's Summit Addition to Madison, Lake County, South Dakota. The South Half (S 1/2) of the East Half (E 1/2) of Lot Five (5), and the East Half (E 1/2) of Lot Six (6) in Block Thirty-six (36), Smith & Trow's Summit Addition to Madison, Lake County, South Dakota; 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52.
15. Lots Seven (7), Eight (8) and Nine (9) and the South Half (S 1/2) of the adjacent vacated alley in Block 36 of Smith and Trow's Summit Addition to Madison, Lake County, South Dakota. 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09.
16. Lot Four (4), Lot Five (5) and Lot Six (6) in Block Forty Two (42) of Smith and Trow's Summit Addition to Madison, South Dakota. 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09.

C. Project 3 - 122 N Lincoln Ave:

1. Lot One (1), of Dingman's resubdivision of Lots Nine (9) and Ten (10) in Block Seven (7) of Town Proprietor's Second Addition to Lake County, South Dakota. 100 linear feet of 4-inch sidewalk; estimated costs \$4,754.06.
- D. The owners of lots set forth in projects one (1) – four (4) above shall construct sidewalk at their own expense on or before July 21, 2024. The City Commission may extend the deadline for installation of the sidewalk in the event a construction project, including sidewalk, is being undertaken during 2024.
- E. The general nature of the construction and materials to be used are as follows:
1. Sidewalks shall be 4 feet 8 inches in width and run the entire length of the real property.
 2. Concrete shall be a minimum of 4 inches thick and shall include aggregate customarily used in this locale for concrete that will be exposed to the elements.
 3. A gravel-based course with a minimum depth of 3 inches shall be used.
 4. Location and grade shall be approved by the Engineers Office.
- F. The estimated costs per linear foot for 4 inch sidewalk is \$47.54 and for 6 inch sidewalk is \$53.94.
- G. The class of lots to be assessed vary and may include each zoning district. Each lot shall benefit by having pedestrian access adjacent thereto. The assessed costs shall be apportioned at the respective linear footage length of 4 foot 8 inch wide sidewalk constructed adjacent to each lot.
- H. All work to be constructed by licensed contractors in accordance with standard City of Madison specifications and details which are on file and can be reviewed during regular business hours at the Engineers Office. Plans may be reviewed during regular business hours at the Engineers office.
- I. Exempt from the requirement to construct sidewalk are those areas which presently have sidewalk or have asphalt pavement in the areas where sidewalk will be required. Said asphalt pavement may remain provided it is marked and striped with paint or other approved material as a designated walkway and where said areas are in a condition equal to the condition standards required for sidewalk.
- J. The improvements for each affected real property may not be substantially uniform due to the need for retaining walls or other improvements/additional requirements necessary on some properties. The City shall be

responsible for these additional costs if approval is given to the property owner in writing from the City Engineer prior to commencement of improvement.

- K. If a retaining wall is determined necessary by the City Engineer, the City shall pay for the initial construction of all retaining walls. Construction shall not commence until approval of the specifications, plans, details and a minimum of two (2) bids are obtained from the Office of City Engineer. Reimbursement to the landowner of the wall shall be upon satisfactory completion of the retaining wall. No reimbursement for retaining wall construction shall be made unless, prior to construction, the specifications, plans, materials and bids are approved by the City Engineer. The City shall be responsible for the cost of installation of retaining walls if satisfactorily completed.
- L. Upon completion of construction the improvements shall become the responsibility of the landowner.
- M. If such sidewalk is not constructed in the manner and within the time prescribed hereinabove, then, pursuant to South Dakota Codified Law (SDCL) 9-46-4 the City of Madison, hereby this Resolution, shall cause the work to be done and the cost thereof to be assessed against the real property adjoining or abutting upon the sidewalks constructed as provided in SDCL 9-46-4.1.
- N. For any assessments ultimately becoming due, payments shall be payable under Plan One, as provided for in SDCL 9-43-102.
- O. The above-described improvement shall be herein referred to as Sidewalk Improvement 2024 which shall be deemed a description of the improvement as herein set forth.

Dated this __ day of December, 2023.

CITY OF MADISON

/s/Roy Lindsay
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

12-5-23

Finance Office
116 West Center
Madison, SD 57042

Re: Sidewalk Improvement 2023

When we purchased this property in 1976,
we were told it was grandfathered in
and we would not have to put sidewalk
in.

James + Joyce Bjorklund
923 N. W. 3rd St.
Madison, SD 5704

James R. Bjorklund
Joyce Bjorklund

605 256 3882

Austin Lund
322 N. Kansas Ave.
Madison, SD 57042

In regard to:
Resolution of Necessity No. 2023-32

References to Section A, Note #1 (my address) which states:

"The West 75 feet of Lot Nine (9) and the West 75 feet of Lot Ten (10) in Block Thirty Four (34) of Smith and Trow's Summit Addition to Madison, Lake County, SD; AND The East 75 feet of Lot Nine (9) and the East 75 feet of Lot Ten (10) in Block Thirty Four (34) of Smith and Trow's Summit Addition to Madison, Lake County, SD. 150 Linear feet of 4-inch sidewalk; estimated total costs \$7,131.09."

- These instructions refer to Kansas Ave. and the alleyway running between Kansas Ave and Catherine Ave. These instructions are confusing, and I need clarity because I interpret them as not referring to NW 3rd Street at all.
- My corner of Kansas Ave & NW 3rd Street isn't a handicap accessible corner and that should be done first in order that a new sidewalk is placed correctly.
- The block of NW 3rd Street in front of my house hasn't been replaced yet, which will probably affect my corner and sidewalk placement.
- If in fact my Kansas Ave. sidewalk does need replacing, why do the two houses to the south of me not have a sidewalk at all? My sidewalk has literally gone nowhere for as long as I've lived at my residence. In 2014 I was required by the city to replace a large section of this sidewalk on Kansas Ave. There is nothing wrong with it!
- The instructions in Note #1 say the East side of my Lots 9 & 10 require a sidewalk. The East side is an alley. I've never seen a sidewalk run down an alley in town.
- The instructions in Note #1 also make no mention of the north side of Lot 10 needing a sidewalk, which is on 3rd Street. Will the city pay for a retaining wall to be built in order to make a sidewalk possible to put in? The North slope of Lot 10 and the North slope of my East neighbor is excessive and will require a retaining wall for a sidewalk to be possible, not to mention the steep cross slope in the alleyway approach.
- I am also in the middle of a major exterior house remodeling project which I would have to stop working on for several years to put in this sidewalk.
- By the way, thanks for the lengthy notice to find a contractor and somehow raise \$7,131.09 before July of 2024 to spend it solely on a sidewalk that no one will use! I know for a fact that there are people in my neighborhood who will not be able to afford these sidewalks, including me!

THANKS A LOT!!

NORTHWEST 3RD STREET

NORTH
▲

SMITH & COUNTRY
TR 4
TR 3
TR 2
TR 1

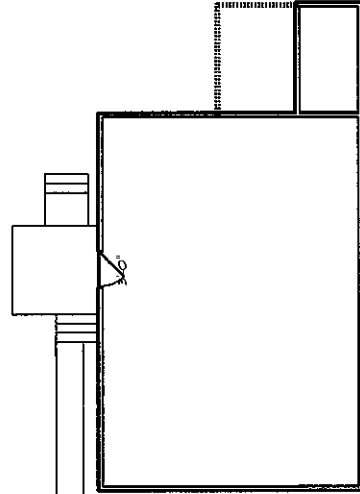
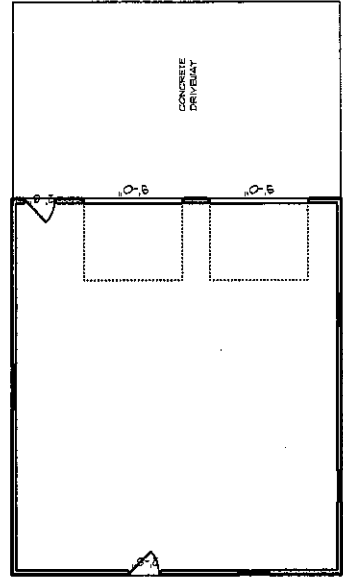
LOT 10

LOT 10

SIDEWALK

NORTH KANSAS AVENUE

LOT 9



LOT 9

SIDEWALK

ALLEY WAY

Derek Lund
323 N Catherine Avenue
Madison SD, 57042

In regard to:
Resolution of Necessity No. 2023-32

Lots 1 and 2 in Block 34 of Smith and Trow's Summit Addition to Madison

- First and foremost, the timeline in which this project is expected to be completed is entirely unrealistic.
 - It's asinine to expect anyone, let alone a family with 5 children, to budget for a sidewalk that is projected to cost \$6,465.52. It's even more ridiculous to expect someone to come up with those funds in 6 months from now with next to no notice.
- I'm having a hard time believing that anyone has been out to my property to truly assess the landscape. Had someone been out, they would see there are some unique challenges on my lot.
 - On the Northwest corner of my lot, there is, what I believe to be, a gas shutoff. No doubt, this will need to be moved, which I imagine Northwestern Energy would be less than thrilled about doing. I would also assume this would be a hefty additional cost that would fall on me.
 - The alley of Block 34 (N & S between N Kansas Ave and N Catherine Ave) is very steep on the North end. I have not gone out and figured the grade, but it's no doubt too steep to be up to code for a sidewalk. A handicap accessible curb ramp would need to be placed on both the East and West side of the alley which again, would be an additional expense. In addition to the curb ramps, the steepness of landscape would obviously result in significant grading of my lot which I fear would result in loss of property as I have a large privacy fence and have planted several fruit trees near the fence. I know there is a gas line that runs just north of my fence which could also cause some issues.
 - On the Northeast corner of my lot, I have a beautiful red maple tree that I refuse to have removed for a sidewalk.
- I completely understand the intention of wanting to have sidewalks available everywhere in town. However, good intentions do not change the fact that certain parts of town are not set up for this. You can't force sidewalks into parts of town that weren't set up for such things when the town was laid out and built over 100 years ago.

ORDINANCE NO. 1664

AN ORDINANCE TO PERMIT AND REGULATE DUCKS

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

That Chapter 6, Article III of the Revised Ordinances of the City of Madison, also known as the Code of Ordinances, be amended to read as follows:

ARTICLE III. DOMESTIC ANIMALS (DOGS AND CATS EXCEPTED)

Sec. 6-72. – Fowl.

It shall be unlawful for any person to enclose or house any guinea fowl, geese, turkeys, or other domestic fowl, except pigeons and except falcons and hawks in the possession of a State and federally licensed handler within the City.

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

That Chapter 6, Article VI of the Revised Ordinances of the City of Madison be amended to read as follows:

ARTICLE IV. CHICKENS AND DUCKS

Sec. 6-228. - Fowl generally.

No person shall keep any geese, turkeys, pheasants, quail, partridges, guineas, or other like domestic fowl within the city limits, except for chickens and ducks kept within the provisions of this article.

Sec. 6-229. – Definitions regarding chickens and ducks.

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

Brooding means the period of chicken growth when supplemental heat must be provided due to the bird's inability to generate enough body heat.

Chick means a baby chicken not more than six (6) weeks old.

Chicken means a domesticated bird of the order of Galliformes in the genus of Gallus (chickens) that serves as a source of eggs or meat.

Cockerel means a young male chicken.

Coop means the structure for the keeping or housing of chickens or ducks permitted by the ordinance.

Duck means a species of waterfowl in the family Anatidae that serves as a source of eggs or meat.

Duckling means a baby duck not more than six (6) weeks old.

Drake means a male duck.

Exercise yard means a larger fenced area that provides space for exercise and foraging for the birds when supervised.

Hen means a female chicken or duck.

Officer means any person designated by the city administrator as an enforcement officer.

Rooster means a male chicken.

Run means a fully enclosed and covered area attached to a coop where the chickens or ducks can roam unsupervised.

Sec. 6-230. – Revocable permit.

It is the purpose and intent of this ordinance to permit the keeping and maintenance of brooding chicks and hens or ducklings and hens for egg and meat sources in a clean and sanitary manner that is not a nuisance to or detrimental to the public health, safety, and welfare of the community. The keeping and maintenance of brooding chicks and hens and ducklings and hens is permitted to all residents who comply with all requirements, limitations, or prohibitions of this article. Such permit may be revoked if the person holding the permit refuses or fails to comply with this chapter or with any state or local law governing cruelty to animals or the keeping of animals. Any revocation shall be effective after ten (10) days following written notice thereof to the person or persons keeping or maintaining such chickens. Any person whose permit is revoked within ten (10) days thereafter shall humanely dispose of all chickens and ducks being owned, kept, or harbored by such person.

Sec. 6-231. - Investigation and Enforcement.

Officers designated by the city shall have authority in the investigation and enforcement of this article, and no person shall interfere with, hinder, or molest any such officer in the exercise of such powers. The animal control officer shall make investigations as is necessary.

Sec. 6-232. – Limitations on the number and keeping of chickens.

- (a) Chickens and ducks are not considered domestic pets.
- (b) Chickens and ducks may only be kept within areas of the city zoned to permit single family dwellings as a principal permitted use as outlined below.
- (c) No more than six (6) hens shall be housed or kept on any one (1) residential lot. Residents may possess a like number of brooding chicks or ducklings intended for the cyclical replacement of hens, but not for the purpose of sale or resale.
- (d) Roosters, drakes, chicken breeding, and duck breeding are prohibited. Cockerels and drakes must be culled from broods when identified.
- (e) A separate coop is required to house the chickens and ducks with a reasonably satisfactory exercise yard, run, or yard fencing so as to keep chickens and ducks confined at all times. Chicken and duck facilities must be constructed and maintained to meet the following minimum standards:
 - a. Located in the rear or side yard.
 - b. Setback as required by the zoning district for structures on the real property. Such structures will still require a building permit as specified in Chapter 6.
 - c. Coop construction and materials must be adequate to prevent access by rodents.
 - d. Coops must be maintained in good repair.
 - e. Coops or cages housing chickens or ducks shall be kept at least twenty (20) feet from the door or window of any dwelling of an occupied structure other than the owner's dwelling.
 - f. Coops and manure storage shall be kept twenty (20) feet from streams, tributaries, ditches, storm water management facilities, drop inlets, or other storm drainage areas that would allow fecal matter to enter any city storm drainage system or stream. Dumping chicken or duck manure into the city's storm drainage system is prohibited.
- (f) Chickens and ducks must not be housed in a residential house or an attached or detached garage, except for

brooding purposes only.

- (g) All premises on which chickens and ducks are kept or maintained shall be kept clean from filth, garbage, and any substances which attract rodents. The coop and its surrounding area must be cleaned frequently enough to control odor. Manure and coop waste shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property. Manure and coop waste that is not composted or immediately spread as fertilizer must be secured and double bagged in solid waste bags and kept in a solid waste container as set forth in section 9-3.
- (h) Chickens and ducks shall not be kept in such a manner as to constitute a nuisance to the occupants of adjacent property.
- (i) Except for chickens and ducks properly slaughtered for consumption, dead chickens and ducks must be disposed of within forty-eight (48) hours after death. Legal forms of chicken and duck carcass disposal include burial and off-site incineration or rendering. All slaughtering of chickens and ducks shall be conducted so as not to be visible to the public or adjacent property owners and occupants.
- (j) All grain and food stored for the use of the chickens or ducks shall be kept in a rodent proof container.
- (k) Chickens and ducks shall be kept so that visibility is substantially obstructed at a height of five (5) feet above ground level to the traveling public or surrounding property owners.

Sec. 6-233. - Violations.

- (a) Any person violating this article shall be deemed guilty of a class 2 misdemeanor, upon conviction, shall be punished in accordance with a fine amount of \$100 plus court costs.
- (b) Any person violating this article shall reimburse the city for all costs borne by the city to enforce the conditions of this article including but not limited to the collection and humane disposal of chickens.
- (c) All chickens and ducks of any person violating this article may be forfeited to the city and may be removed and euthanized and properly buried or otherwise disposed of in a sanitary manner.

Sec. 6-234.- City Impoundment:

- (a) Due to the risk of disease, the City Animal Control Shelter cannot receive and hold (i.e., impound) chickens and ducks that come into the possession of the Animal Control Officer. Therefore, the Animal Control Officer is authorized to euthanize and properly dispose of any chickens or ducks found running at large or that come into the officer's possession.

Dated this ___ day of November, 2023

CITY OF MADISON

Mayor

Attest: _____
Finance Officer

1st Reading:

2nd Reading:

Published:

Effective:

RESOLUTION NO. 2023-34

**RESOLUTION TO URGE THE SOUTH DAKOTA LEGISLATURE TO APPROVE THE
JOINT RESOLUTION PROVIDING LEGISLATIVE APPROVAL FOR A FUTURE USE
WATER PERMIT APPLICATION BY THE LEWIS & CLARK REGIONAL WATER
SYSTEM**

WHEREAS, the Lewis & Clark Regional Water System (L&C) currently has a total of 47.7 million gallons a day (MGD) of ground water rights from the Missouri-Elk Point Aquifer (53,442 acre feet/year), and

WHEREAS, in 2022 L&C started construction to expand the System from 44.19 MGD to 60 MGD, which is expected to be completed in 2031, and

WHEREAS, in April 2023 L&C submitted an application to the South Dakota Department of Agriculture & Natural Resources (DANR) for an additional 17.07 MGD (19,121 acre feet/year), which accounting for treatment and line losses is the amount of additional capacity needed in order to deliver 60 MGD of firm capacity, and

WHEREAS, DANR and the South Dakota Geological Survey conducted their analysis, which led to an approval recommendation of L&C's application based on three factors: 1.) there is enough capacity in the Missouri – Elk Point Aquifer, 2.) there is a demonstrated need for the capacity and the need would be a beneficial use of the water, and 3.) existing water rights will not be impaired, and

WHEREAS, there was a public comment period on L&C's application and no comments were submitted, and

WHEREAS, State statute requires legislative approval for any water right application that exceeds 10,000 acre feet before the South Dakota Water Management Board can take final action, which last occurred in 1994 and coincidentally was for L&C, and

WHEREAS, the South Dakota Water Management Board at their July 12, 2023 hearing voted unanimously to present L&C's application to the Legislature with an approval recommendation.

THEREFORE, BE IT RESOLVED, the City of Madison respectfully urges the South Dakota Legislature during the 2024 session to approve the Joint Resolution in support of L&C's future use water permit.

Dated this 18th day of December, 2023.

CITY OF MADISON

/s/Roy Lindsay
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

RESOLUTION NO. 2023-38

A RESOLUTION TO APPROVE CONTINGENCY TRANSFER FOR 2023

WHEREAS, The City of Madison did approve a line for contingency transfers in the 2023 annual budget in accordance with SDCL 9-21-6.1; and,

WHEREAS, The City of Madison finds it necessary to transfer from said contingency line;

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA:
that the following amount(s) be transferred:

From:	General Fund - Contingency –101-4115-42910	\$359,782.29
To:	General Fund - Fire – 101-4221-54340 Cap Outlay – Mach & Auto Equipment	\$125,904.12
	General Fund – Restricted Use Site – 101-4324-54330 Improvements	\$57,855.00
	General Fund – Nonoperating Expense – 101-4344-45430 Sales Tax	\$5,000.00
	General Fund – Airport – 101-4351-47820 Fuel/Oil For Resale	\$67,465.77
	General Fund - Library – 101-4551-45690 Other Donations & Contributions	\$92,812.40
	General Fund – FB&T Sports Complex – 101-4562-42530 Rep & Maint-Bldg & Structure	\$10,000.00
	Lodging & Entertainment Tax Fund – 211-4660-42230 Advertising	\$745.00

Dated this 18th day of December, 2023

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

Published once at the approximate cost of: \$_____

Resolution No. 2023-39 Assigned Funds Transfer
to be provided on or before meeting.

COST ALLOCATION AND REIMBURSEMENT AGREEMENT

This **Cost Allocation and Reimbursement Agreement** is made between the City of Madison (“City”) and Trojan Village, LLC (“Developer”).

Whereas, this Agreement shall supplement and clarify the cost responsibilities of the parties hereto and shall in no way supersede or abrogate the Development Agreement dated June 11, 2023 executed in conjunction with Tax Increment Financing District #5.

Whereas, in the event that there is any conflict between this Agreement and the Development Agreement, the terms of the Development Agreement shall control.

NOW THEREFORE, the Parties hereto agree as follows:

1. Developer shall pay for all costs, labor, and infrastructure related to improvement of Washington Avenue from a gravel road to a paved street in accordance with City design requirements. This improvement consists of approximately 340 feet of street near the 1400 block of Washington Avenue to the entrance to the Trojan Village development.
2. The City of Madison shall pay the difference in costs between the following items.
 - a. All actual costs related to extension of Division Avenue from the 1200 block of N Division Ave to connection with streets within the Trojan Village development, including but not limited to the land purchase, street, drainage, sidewalk installation along Division Avenue, and engineering.
 - b. Projected costs of engineering and construction of street and utility infrastructure to connect the proposed street in Trojan Village to 232nd Street. These are avoided costs to the developer due to infrastructure which would be required if not for the Division Avenue extension.
3. The parties attach and incorporate into this agreement a map labeled Exhibit “A” showing the areas of improvement and cost responsibilities:
 - a. Area #1 shows the portion of Washington Avenue which is currently gravel which needs to be paved and improved to City standards. Developer will bear the costs for such improvements in such Area.
 - b. Area #2 is a portion of street that would connect the development mid-way to 232nd Street if not for development connection to Division Avenue.
 - c. Area #3 is the extension of Division Avenue that connects the east half of the development to existing Division Avenue.
 - i. The City agrees to pay the difference between the projected costs of Area #2 and the actual costs of Area #3.

Dated this 18th day of December 2023.

CITY OF MADISON

Roy Lindsay, Mayor

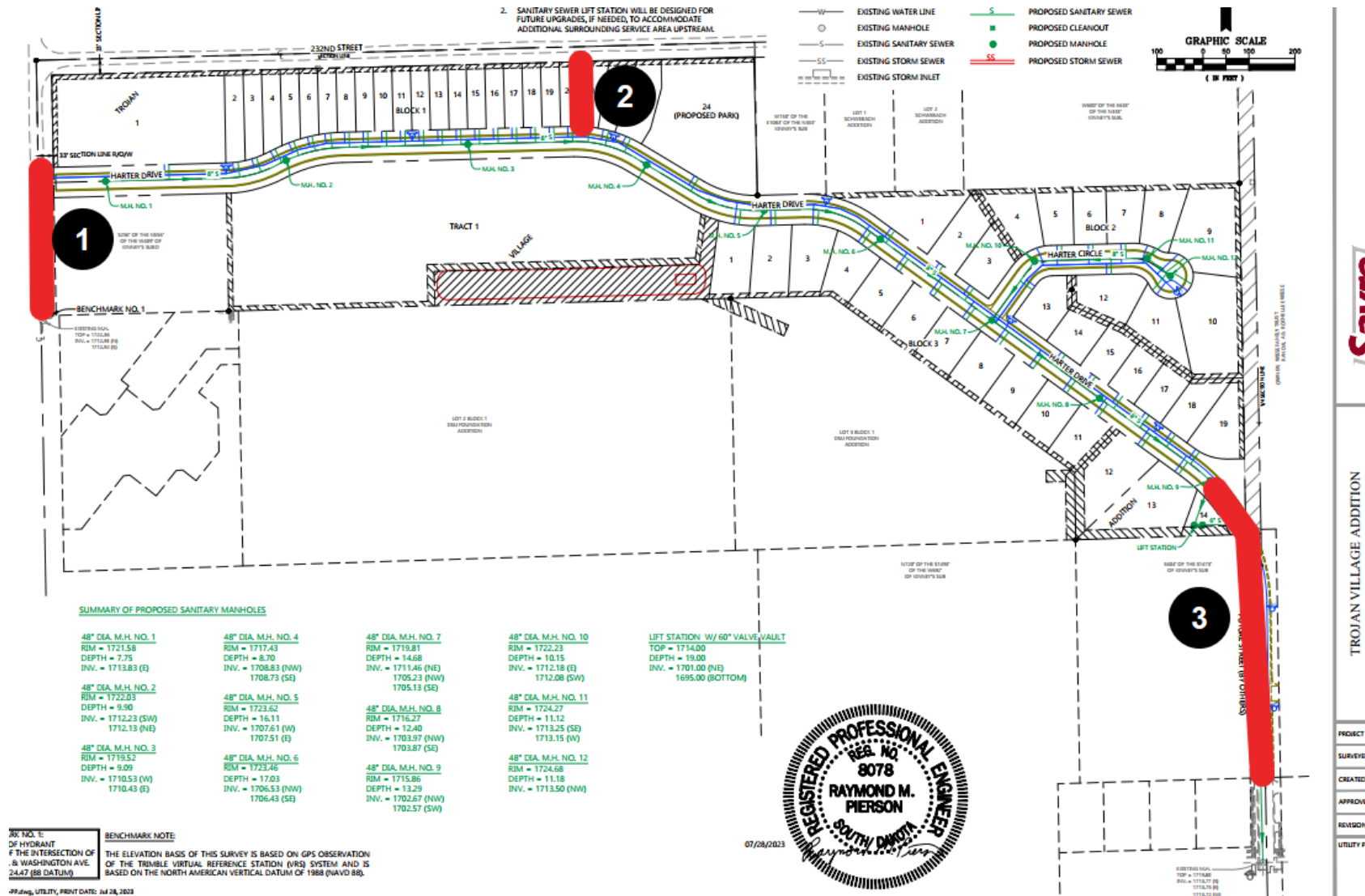
ATTEST:

Sonya Wilt, Finance Officer

TROJAN VILLAGE, LLC

Randy Schaefer, Owner

Exhibit "A"



RESOLUTION NO. 2023-37

A RESOLUTION TO APPROVE A FINAL DEVELOPMENT PLAN FOR TROJAN VILLAGE ADDITION

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

That the Final Development Plan 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 ___ day of December, 2023.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

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. One (1)**

The Effective Date of this Amendment is: December 18, 2023.

Background Data:

Effective Date of Owner-Engineer Agreement: August 21, 2023

Owner: City of Madison, SD

Engineer: KLJ Engineering LLC

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

Nature of Amendment:

- ☐ 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:

As described in the attached Exhibit A.

Standard Hourly Rates are hereby adjusted per Appendix 2.

Agreement Summary:

Original agreement amount:	\$ <u>157,400</u>
Net change for prior amendments:	\$ <u>-</u>
This amendment amount:	\$ <u>718,100</u>
Adjusted Agreement amount:	\$ <u>875,500</u>

Change in time for services (days or date, as applicable): See Exhibit A

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: _____

Engineer's Services

The Engineer Basic and Additional Services are amended as set forth below.

PART 1 – BASIC SERVICES

Scope of this amendment includes the extension of the Data Gathering and Preliminary Design phases completed for the reconstruction of approximately 0.5 mile of Egan Ave from 2nd Street NE to 9th Street NE in Madison, SD as described in the Prime Agreement.

KLJ will continue to serve as the lead consultant completing project management, public and stakeholder engagement and civil design. Subconsultants will include Confluence for landscape architecture and Geotek for geotechnical investigation.

A1.00 Project Management

A. Engineer shall:

1. Provide ongoing project management, including monthly invoicing and monitoring project schedule and budget.
2. Facilitate regular meetings via conference call with Owner and design team to discuss progress and schedule issues.
3. Provide 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.

A1.04 Final Design Phase

A. Phase Description:

1. This phase will include 75% design documents, public and stakeholder engagement, 95% design documents, and final construction drawings.

B. Engineer will:

1. Prepare a Preliminary Engineering Report for the Water and Drinking Water improvements as support for the State Water Plan Application.
2. Complete up to twelve (12) hours of additional right-of-way survey to re-establish pins not found during the Preliminary Design phase.
3. Assist the City in preparing applications for State Revolving Funds for the Drinking Water and Sewer funds, including:
 - a. Preparation of Facilities Funding Applications

- b. Preparation of Clean Water Facilities Plans per SD DANR guidance
- c. Cultural Resources Effects Assessment Summary
- 4. Assist the City in pursuing additional funding opportunities including:
 - a. USDA-RD Water and Waste Disposal Loans & Grants
 - 1) Preliminary Engineering Report per Bulletin 1780-2
 - b. Transportation Alternatives
 - 1) Letter of Intent
 - 2) Application to SD DOT
- 5. Review the feedback from the Preliminary Design Phase stakeholder engagement and discuss recommended alternatives with Owner for incorporation into the design documents. Decisions to be made by the Owner include:
 - a. Incorporation of Bulb-Outs
 - b. Driving Lane/Median Widths
 - c. Bike Lane/Shared Use Path
 - d. On-Street Parking Configuration
- 6. Coordinate with private utility owners to verify their facilities, the project schedule and potential conflicts identified during the Preliminary Design Phase.
- 7. Refine the geometric layout of the corridor, to include:
 - a. Driving lanes including curb and gutter
 - b. On-street parking layout
 - c. Pedestrian facilities
 - d. Proposed tree removals
 - e. Preliminary landscaping
 - f. Preliminary permanent signing plan
 - g. Preliminary lighting plan
- 8. Refine the utility layout of the corridor, to include:
 - a. Sanitary sewer mains, manholes, service replacements and appurtenances
 - b. Water mains, fitting, valves, hydrants, service replacements and appurtenances
 - c. Storm drains, inlets, manholes, and appurtenances

- d. Critical private utility conflicts
9. Prepare a preliminary phasing and construction traffic control plan, to include:
 - a. Phasing plan with approximate schedule and recommendations for phasing conditions
 - b. Preliminary construction traffic control plan for each phase
 10. Prepare 75% design documents to include:
 - a. Geometric layout
 - b. Utility layout
 - c. Lighting and permanent signage layout
 - d. Preliminary phasing and construction traffic control plan
 - e. Preliminary Landscaping Plan
 11. Facilitate a meeting with the Owner to discuss 75% design documents and receive comments from the City. Recommendations for temporary construction easements will also be discussed.
 12. Facilitate up to twenty (20) individual stakeholder meetings between Owner and critical landowners to discuss items such as, tree removals, retaining walls, construction phasing and access, and potential construction easements. It's assumed these meetings will be held over five (5) trips to Madison or less.
 13. Coordinate with SD State Historical Preservation Office on the proposed impact of the project and modifications that may be necessary to the design.
 14. Facilitate an open house to present 75% design to the neighborhood and other stakeholders to include:
 - a. Proposed Schedule and Phasing
 - b. Construction Traffic Control and Access plan
 - c. Post-construction geometrics and landscaping
 15. Following the review comments and individual meetings, Engineer will further develop construction drawings to 95% design to include:
 - a. General Notes and Details
 - b. Geometric Plan and Profiles
 - c. Erosion Control Plan
 - d. Intersection Details
 - e. Utility Plan and Profiles

- f. Lighting and Permanent Signage layout
 - g. Phasing and Construction Traffic Control
 - h. Landscaping Plan
 - i. 95% Opinion of construction costs
 - j. 95% Bidding documents using EJCDC format
- 16. 95% design materials will be presented to the Owner for review and comment. Engineer will facilitate one (1) conference call with the Owner to discuss comments and questions. Documents will be revised once (1) based on comments received.
 - 17. Perform final private utility coordination with private utility owners based on the 95% documents.
 - 18. Finalize the Construction Drawings and Bidding documents based on comments received during stakeholder engagement. Final documents will be signed by the appropriate professional in the State of South Dakota.

C. Deliverables:

- 1. Preliminary Engineering Report for the State Water Plan Application
- 2. Drinking Water Facilities Funding Application
- 3. Sanitary/Storm Sewer Facilities Funding Application
- 4. Clean Water Facilities Plan
- 5. 75% Design Documents
- 6. 95% Design and Bidding Documents
- 7. Final Design and Bidding Documents.

D. Owner's Responsibilities

- 1. Provide necessary information for the funding applications including:
 - a. Water and Sewer Rates
 - b. Ordinances
 - c. Existing Debt Service
 - d. Operating Budget
 - e. Sales and Property Tax Information
 - f. Existing facility information for the Clean Water Facilities Plan

E. Assumptions

1. A physical cultural resource survey will not be necessary only a Historic Register database search is included for the Cultural Resources Effects Assessment Summary.
2. Temporary Construction Easements will be negotiated and obtained by the City using the Construction Drawings as the exhibit.

A1.05 *Permitting Phase*

A. Phase Description:

1. This phase will include securing permits for the construction of the project based on the Final Plans and Specifications.

B. Engineer will:

1. Submit the construction drawings to SD DANR for water and sewer permitting.
2. Using the hydraulic model obtained during the previous phase, develop and submit a hydraulic report, floodplain development permit, and No-Rise Certification for the site. It is expected that redesign of the box culvert crossing, or significant mitigation of the upstream channel will not be necessary to achieve a No-Rise. Redesign of the hydraulic crossing or FEMA Letter of Map Change is excluded.
3. National Environmental Policy Act (NEPA) compliance assuming an Environmental Assessment with a Finding of No Significant Impact (FONSI). Assessment includes:
 - a. A Level I File Search/Literature Review of the project area to determine the presence of previously recorded cultural resources. The results of this file search may not be depicted in public documents, but can be used for avoidance purposes.
 - b. A Level III Cultural Resource Inventory to determine the presence of any new or previously recorded cultural resources within the project area.
 - c. A Level III Cultural Resource Report which details the findings of the Level III inventory, and will advise the client on best steps to avoid impacts to cultural resources.
 - d. A field visit to the proposed project site. The field visit will focus on botanical, wildlife and water resources, at the proposed site as described below:
 - 1) Botany: Identify, map, and photograph dominant plant communities; identify dominant species within each community; assess area for noxious weeds and map any noxious weed infestations.
 - 2) Wildlife: Identify wildlife and/or wildlife indicators on site, including big game, small game, non-game, migratory birds, and raptor species; note presence of US Fish and Wildlife Service listed threatened, endangered, proposed or candidate species or potential habitat for such species.
 - 3) Water: Note direction of surface drainage along corridor; map significant drainage ways; conduct wetland delineation as appropriate; note presence of stock ponds, water wells as appropriate.
 - e. Upon review and approval, a scoping package to Federal, state and local agencies with potential interest in the project's planning at the beginning of the study process. The letter(s) will be used as a means of "scoping" issues pertinent to the study and to obtain

information about any permits, licenses or other agency requirements needed to construct the project.

- f. A draft scoping package submitted to the client for approval.
- g. The draft EA will identify and document the purpose and need for the proposed action as well as the proposed alternatives. Engineer assumes the no-action alternative and one action alternative will be included in the document.
- h. A preliminary assessments of the study area from an environmental standpoint. This activity consists of collecting various information and materials relative to social, economic, and environmental concerns within the study areas. Engineer shall use the information collected, including agency solicitations, to identify and evaluate the impacts of the proposed action.
- i. Engineer will utilize pertinent literature sources, data gathered during field inventories of the study area, and other sources of information to quantify and prepare a discussion of environmental impacts. This activity consists of collecting data and materials relative to the natural, built, and social environment, which include physical, biological, economic and social factors within the study area. The following environmental impact categories will be evaluated, if needed:
 - 1) Physical Factors: Location, Soils, Cultural Resources, Water Resources (Surface Water, Ground Water), Air Quality, Wetland and Riparian Habitat.
 - 2) Biological Factors: Threatened and Endangered Species, Vegetation and Invasive Species.
 - 3) Social Factors: Public Health and Safety, Socioeconomic Considerations (Employment and Income, Population Trends), Environmental Justice.
- j. Identifying direct, indirect, and cumulative impacts for the alternatives and express them in a form suitable for comparison to other alternatives. Differences shall be contrasted in sufficient detail to identify the most viable alternative.
- k. Engineer will coordinate with the client and resource agencies to identify the permit requirements and to develop measures to avoid, minimize or mitigate any adverse environmental impacts of the proposed action. Any commitments made will be specified in the environmental document.
- l. Engineer will identify in the EA the result of agency and/or public coordination efforts, including issues identified during the scoping process. Engineer will also coordinate with the Agency for a general comment period after the EA has been submitted, to incorporate all public comments before a final decision has been made.
- m. Engineer will prepare one draft EA. This is to be a technical document that identifies the environmental impacts of the proposed action. The results of agency consultations will be incorporated into the technical summary.
- n. Engineer will submit the Draft EA document to the BIA. Engineer assumes one round of comments from the Agency in which Engineer will address and revise the EA as necessary.
- o. If the Agency determines that the project would have no significant impacts after review of the EA, Engineer will work with the Agency to prepare and distribute a Finding of No Significant Impact (FONSI) in accordance with Agency direction. If

the Agency determines that significant impacts may or would result from this project, a supplemental agreement would be required to complete out of scope services.

C. Deliverables:

1. SD DANR Water and Sewer Permits
2. Floodplain Development Permit based on No-Rise Condition
3. Scoping Letters
4. Draft and Final Environmental Assessment assuming Finding of No Significant Impact (FONSI)

D. Owner's Responsibilities

1. Pay all permit fees
2. Provide necessary signatures on permit applications

E. Assumptions

1. Floodplain model (hydraulic model) is available from Owner or their consultant.
2. 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.
3. 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.
4. Environmental and Cultural surveys will be completed in a time of the year appropriate for such surveys.
5. This scope of services does not include actions that may be required for evaluating cultural resources or that will mitigate potential adverse effects to cultural resources. Should this occur, this scope of services would be amended accordingly
 - a. Site Evaluation/Testing plan
 - b. Mitigation plan/monitoring
 - c. Post-submittal follow up studies or analyses
 - d. Office or field meetings with agencies
6. Environmental Assessment will result in a FONSI.
7. The Contractor will be responsible for obtaining coverage under the stormwater discharge permit.

A1.06 *Bidding Phase*

A. Phase Description:

1. This phase will include assisting the Owner in advertising for bids and responding to bidder requests and inquiries.

B. Engineer will:

1. Assist the Owner in soliciting and securing bids including the following:
 - a. Advertisement of the project in the local newspaper
 - b. Responding to questions and requests for clarifications from prospective bidders
 - c. Facilitating a virtual pre-bid conference
 - d. Issuance of Addenda, as required.
 - e. Once bids are received, review bid for completeness and accuracy and provide a recommendation of award to Owner.
2. Upon award of the project, prepare contract documents for execution by the Contractor and Owner.

C. Deliverables:

1. Bidding Addenda
2. Recommendation of Award
3. Contract Documents

D. Owner's Responsibilities

1. Pay all advertisement fees
2. Collect bid and facilitate the Bid Opening

E. Assumptions

1. Specifications will primarily be SD DOT Standard Specifications for Road and Bridge. Water and Sewer specifications will be included in notes and details on the plans.

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

- A. 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
Final Design	75% Design	December 2023 – April 2024
	Final Design	May 2024 – September 2024
Bidding	Bidding	October 2024*
Construction	TBD	April 2025 – November 2026*
*Schedule subject to change based on project funding strategy and funding timelines.		

KLJ STAFF TYPE	STANDARD RATE	KLJ STAFF TYPE	STANDARD RATE
Archaeologist Technician	\$86	CAD Technician I	\$89
Archaeologist II	\$104	CAD Technician II	\$100
Archaeologist III	\$122	CAD Technician III	\$122
Archaeologist IV	\$160	GIS Technician	\$75
Environmental Technician	\$93	GIS Analyst I	\$97
Environmental Planner I	\$93	GIS Analyst II	\$110
Environmental Planner II	\$100	GIS Analyst III	\$128
Environmental Planner III	\$143	GIS Analyst IV	\$160
Environmental Planner IV	\$189	Engineering Technician I	\$79
Paleontologist	\$128	Engineering Technician II	\$97
Paleontologist Technician	\$86	Engineering Technician III	\$125
Engineer in Training I	\$110	Engineering Technician IV	\$161
Engineer in Training II	\$125	Associate ROW	\$92
Associate Engineer	\$135	ROW Agent	\$132
Engineer	\$172	ROW Professional	\$143
Senior Engineer	\$229	Senior ROW Professional	\$171
Principal Engineer	\$276	Survey Technician	\$86
Associate Planner	\$97	Crew Chief	\$104
Planner	\$140	Senior Crew Chief	\$125
Senior Planner	\$171	Land Surveyor in Training	\$82
Principal Planner	\$197	Professional Land Surveyor	\$153
Associate Designer	\$110	Principal Land Surveyor	\$207
Designer	\$128	1 Person Survey Crew	\$186
Senior Designer	\$179	2 Person Survey Crew	\$282
Associate Project Manager	\$186	Project Controls Specialist I	\$100
Project Manager	\$225	Project Controls Specialist II	\$189
Senior Project Manager	\$277	Project Assistant I	\$71
Government Relations Specialist I	\$125	Project Assistant II	\$97
Government Relations Specialist II	\$129	Sr Public Engagement Strategist	\$144
Contract Administrator	\$112		

Time and Half for Overtime Included in Hourly Rate

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
Postage and Routing Printing Cost	Included in Hourly Rate	Misc. Project Related Expenses	Cost plus 15%
Mileage	Included in Hourly Rate	Sub-Contracts	Cost plus 15%

Change Order No.**2F**

Date

December 12, 2023



Airport Name

Madison Municipal Airport

Location

Madison, SD

Contract Description

Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot

Contract Date

May 10, 2023

AIP Project #

3-46-0029-024-2023

BIL-AIG Project #

3-46-0029-025-2023

KLJ Project #

2305-00269

Owner

City of Madison

116 West Center Street

Madison, SD 57402

Contractor

Asphalt Surfacing Co. (ASCO)

1205 West Russell Street

Sioux Falls, SD 57104

Engineer

KLJ Engineering LLC

5110 East 57th Street

Sioux Falls, SD 57108

General Reason for Change (quantify and explain details in sections 2 and 3)

CO 2-1

Quantity Balancing

	AIP 024-2023	BIL-AIG 025-2023	Non-AIP	
	Schedule 1	Schedule 3	Schedules 2 & 4	Total
Total Contract Amount Prior to this Change Order	\$ 251,667.00	\$ 385,585.17	\$ 63,899.89	\$ 701,152.06
Change Resulting from this Change Order	4,009.62	(11,991.80)	322.05	(7,660.13)
Total Contract Amount After this Change Order	\$ 255,676.62	\$ 373,593.37	\$ 64,221.94	\$ 693,491.93

Calendar Days	
Calendar days prior to this Change Order	118
Change resulting from this Change Order	0
Revised calendar days from this Change Order	118

Change Order approved by:

12/12/2023

Date

KLJ Engineering LLC

12/12/23

Date

Asphalt Surfacing Co. (ASCO)

Date

City of Madison

Date

SDDOT

Summary of Changes

Airport Name Madison Municipal Airport
 Location Madison, SD
 AIP Project # 3-46-0029-024-2023
 BIL-AIG Project # 3-46-0029-025-2023
 Contractor Asphalt Surfacing Co. (ASCO)

Change Order No. 2F
 Section 2

KLJ Project # 2305-00269

Item #	Spec #	Item	Quantities			Unit	Unit Price	Revised Cost	Changed Cost
			Planned	Revised	Change				
SCHEDULE 1 - BASE BID - RECONSTRUCT HANGAR TAXILANES									
1	C-105	Mobilization	1	1	-	L.S.	\$ 65,768.15	\$ 65,768.15	\$ -
2	Local	AirsideTraffic Control	1	1	-	L.S.	\$ 9,052.55	\$ 9,052.55	\$ -
3	C-100	Contractor Quality Control Program (CQCP)	1	1	-	L.S.	\$ 12,492.50	\$ 12,492.50	\$ -
4	C-105	Contractor Staging/Storage Area	1	1	-	L.S.	\$ 3,621.05	\$ 3,621.05	\$ -
5	C-102	Temporary Erosion Control Fiber Mat	11	0	(11)	S.Y.	\$ 6.80	\$ -	\$ (74.80)
6	C-102	Inlet Protection	2	2	-	Each	\$ 96.20	\$ 192.40	\$ -
7	C-102	Stabilized Construction Access/Vehicle Tracking Control	1	1	-	Each	\$ 966.10	\$ 966.10	\$ -
8	Plan Notes	Temporary Contractor Access Road	1	1	-	L.S.	\$ 10,857.55	\$ 10,857.55	\$ -
9	P-101	Remove and Dispose of Asphalt Pavement	1,205	1,205	-	S.Y.	\$ 8.70	\$ 10,483.50	\$ -
10	P-101	Remove and Dispose of 4" PVC Drain Pipe	27	26	(1)	L.F.	\$ 5.65	\$ 146.90	\$ (5.65)
11	P-152	Unclassified Excavation	1,786	1,786	-	C.Y.	\$ 11.25	\$ 20,092.50	\$ -
12	Plan Notes	Subgrade Repair (As Needed)	46	13	(33)	C.Y.	\$ 28.45	\$ 369.85	\$ (938.85)
13	P-154	Geogrid (As Needed)	139	27	(112)	S.Y.	\$ 5.85	\$ 157.95	\$ (655.20)
14	P-154	Separation Geotextile	1,971	1,700	(271)	S.Y.	\$ 1.15	\$ 1,955.00	\$ (311.65)
15	P-154	Subbase Course, 35 inches	1,347	1,347	-	C.Y.	\$ 27.10	\$ 36,503.70	\$ -
16	SP-260	Aggregate Base Course, 6 inches, SDDOT	276	276	-	C.Y.	\$ 44.80	\$ 12,364.80	\$ -
17	SP-320	Hot Mix Asphalt Pavement, 4 inches, SDDOT, Class G, PG 58-34	286.4	297.6	11.2	Ton	\$ 135.60	\$ 40,354.56	\$ 1,518.72
18	P-603	Emulsified Asphalt Tack Coat	121	121	-	Gal.	\$ 7.35	\$ 889.35	\$ -
19	P-605	Joint Sealing Filler (Hot Applied)	30	145	115	L.F.	\$ 39.60	\$ 5,742.00	\$ 4,554.00
20	P-620	Surface Preparation	1	1	-	L.S.	\$ 452.60	\$ 452.60	\$ -
21	P-620	Taxiway Painting, 6" Wide	216	216	-	S.F.	\$ 4.55	\$ 982.80	\$ -
22	P-620	Reflective Media	1	1	-	L.S.	\$ 339.45	\$ 339.45	\$ -
23	D-701	12" PVC Drain Pipe	24	24	-	L.F.	\$ 28.30	\$ 679.20	\$ -
24	D-705	4-inch Perforated PVC Underdrain Pipe including Porous Backfill and Filter Fabric	424	424	-	L.F.	\$ 29.35	\$ 12,444.40	\$ -
25	Plan Notes	4-inch Solid PVC Outlet Pipe	79	82	3	L.F.	\$ 35.60	\$ 2,919.20	\$ 106.80
26	Plan Notes	Precast Concrete Headwall	1	1	-	Each	\$ 565.80	\$ 565.80	\$ -
27	Plan Notes	Underdrain Cleanout	2	2	-	Each	\$ 282.90	\$ 565.80	\$ -
28	T-901	Seeding	0.5	0.5	-	Acre	\$ 2,263.15	\$ 1,131.58	\$ -
29	T-905	Topsoiling (On Site)	337	316	(21)	C.Y.	\$ 8.75	\$ 2,765.00	\$ (183.75)
30	T-908	Mulching	0.5	0.5	-	Acre	\$ 1,640.75	\$ 820.38	\$ -
TOTAL SCHEDULE 1 CONSTRUCTION - BASE BID								\$ 255,676.62	\$ 4,009.62
SCHEDULE 2 - BASE BID - RECONSTRUCT HANGAR TAXILANES APPROACHES (GRANT INELIGIBLE)									
1	P-101	Remove & Dispose of Asphalt Pavement	276	276	-	S.Y.	\$ 14.20	\$ 3,919.20	\$ -
2	P-101	Remove & Dispose of Concrete Pavement	199	199	-	S.Y.	\$ 29.25	\$ 5,820.75	\$ -
3	P-151	Remove & Dispose of Trees	6	6	-	Each	\$ 680.15	\$ 4,080.90	\$ -
4	P-152	Unclassified Excavation	101	101	-	C.Y.	\$ 14.70	\$ 1,484.70	\$ -
5	P-154	Separation Geotextile	403	403	-	S.Y.	\$ 1.45	\$ 584.35	\$ -
6	SP-260	Aggregate Base Course, SDDOT	93	93	-	C.Y.	\$ 38.25	\$ 3,557.25	\$ -
7	SP-320	Hot Mix Asphalt Pavement, 4 inches, SDDOT, Class G, PG 58-34	21.7	21.7	-	Ton	\$ 153.05	\$ 3,321.19	\$ -
8	SP-380	Portland Cement Concrete, 6 inches, SDDOT, Class M6	141	138	(3)	S.Y.	\$ 152.75	\$ 21,079.50	\$ (458.25)
9	P-603	Emulsified Asphalt Tack Coat	9	9	-	Gal	\$ 11.90	\$ 107.10	\$ -
10	P-605	Joint Sealing Filler (Hot Applied)	157	155	(2)	L.F.	\$ 33.95	\$ 5,262.25	\$ (67.90)
11	T-901	Seeding	0.1	0.1	-	Acre	\$ 2,263.15	\$ 226.32	\$ -
12	T-905	Topsoiling (On Site)	68	68	-	C.Y.	\$ 16.30	\$ 1,108.40	\$ -
13	T-908	Mulching	0.1	0.1	-	Acre	\$ 1,640.75	\$ 164.08	\$ -
TOTAL SCHEDULE 2 CONSTRUCTION - BASE BID								\$ 50,715.99	\$ (526.15)

Airport Name Madison Municipal Airport
Location Madison, SD
AIP Project # 3-46-0029-024-2023
BIL-AIG Project # 3-46-0029-025-2023
Contractor Asphalt Surfacing Co. (ASCO)

Change Order No. 2F
Section 2

KLJ Project # 2305-00269

Item #	Spec #	Item	Quantities			Unit	Unit Price	Revised Cost	Changed Cost
			Planned	Revised	Change				
SCHEDULE 3 - BASE BID - RECONSTRUCT AIRPORT DRIVE AND PARKING LOT									
1	Local	Landside Traffic Control	1	1	-	L.S.	\$ 2,489.45	\$ 2,489.45	\$ -
2	C-105	Contractor Staging/Storage Area	1	1	-	L.S.	\$ 1,541.95	\$ 1,541.95	\$ -
3	C-102	Temporary Erosion Control Fiber Mat	94	0	(94)	S.Y.	\$ 6.80	\$ -	\$ (639.20)
4	C-102	Biorolls	140	100	(40)	L.F.	\$ 3.60	\$ 360.00	\$ (144.00)
5	C-102	Inlet Protection	1	0	(1)	Each	\$ 96.20	\$ -	\$ (96.20)
6	C-102	Concrete Washout	1	1	-	Each	\$ 198.20	\$ 198.20	\$ -
7	C-102	Stabilized Construction Access/Vehicle Tracking Control	1	1	-	Each	\$ 966.10	\$ 966.10	\$ -
8	Plan Notes	Temporary Airport Access Road and Parking Lot	1	1	-	L.S.	\$ 9,678.70	\$ 9,678.70	\$ -
9	P-101	Remove and Dispose of Asphalt Pavement	3,495	3,495	-	S.Y.	\$ 8.30	\$ 29,008.50	\$ -
10	P-101	Remove & Dispose of 18" RCP Pipe (Length Includes Flared Ends)	42	42	-	L.F.	\$ 11.30	\$ 474.60	\$ -
11	P-152	Unclassified Excavation	3,788	3,788	-	C.Y.	\$ 6.10	\$ 23,106.80	\$ -
12	Plan Notes	Subgrade Repair (As Needed)	146	18	(128)	C.Y.	\$ 28.45	\$ 512.10	\$ (3,641.60)
13	P-154	Geogrid (As Needed)	437	0	(437)	S.Y.	\$ 2.50	\$ -	\$ (1,092.50)
14	P-154	Separation Geotextile	4,770	4,770	-	S.Y.	\$ 1.15	\$ 5,485.50	\$ -
15	P-154	Subbase Course, 12 inches	1,442	1,442	-	C.Y.	\$ 12.80	\$ 18,457.60	\$ -
16	SP-260	Aggregate Base Course, 12 inches, SDDOT	1,442	1,442	-	C.Y.	\$ 37.65	\$ 54,291.30	\$ -
17	SP-320	Hot Mix Asphalt Pavement, 5 inches, SDDOT, Class G, PG 58-34	1,162.9	1,102.1	(60.8)	Ton	\$ 131.75	\$ 145,201.68	\$ (8,010.40)
18	P-603	Emulsified Asphalt Tack Coat	394	394	-	Gal.	\$ 7.35	\$ 2,895.90	\$ -
19	SP-650	Concrete Curb & Gutter (Standard & Drop Curb)	94	94	-	L.F.	\$ 93.90	\$ 8,826.60	\$ -
20	SP-633	Pavement Marking, 4 inches wide, SDDOT (no beads)	510	1,060	550	S.F.	\$ 2.85	\$ 3,021.00	\$ 1,567.50
21	D-701	13"x22" Arch RCP, Class 4 (18" equivalent diameter)	40	40	-	L.F.	\$ 279.50	\$ 11,180.00	\$ -
22	D-701	13"x22" Arch RCP End Section, Class 4	2	2	-	Each	\$ 678.95	\$ 1,357.90	\$ -
23	D-705	4-inch Solid PVC Outlet Pipe	80	80	-	L.F.	\$ 35.60	\$ 2,848.00	\$ -
24	Plan Notes	Precast Concrete Headwall	1	1	-	Each	\$ 565.80	\$ 565.80	\$ -
25	D-751	Catch Basin, 2'x2'	1	1	-	Each	\$ 2,263.15	\$ 2,263.15	\$ -
26	T-901	Seeding	0.9	0.9	-	Acre	\$ 1,697.35	\$ 1,527.61	\$ -
27	T-905	Topsoiling (On Site)	745	745	-	C.Y.	\$ 8.75	\$ 6,518.75	\$ -
28	T-908	Mulching	0.9	0.9	-	Acre	\$ 1,640.75	\$ 1,476.68	\$ -
29	Plan Notes	State Permit or License Required Sign	2	2	-	Each	\$ 28.30	\$ 56.60	\$ -
30	Plan Notes	Reserved Parking Sign	2	2	-	Each	\$ 50.90	\$ 101.80	\$ -
31	Plan Notes	Wheelchair Access Aisle Sign	1	1	-	Each	\$ 50.90	\$ 50.90	\$ -
32	Plan Notes	Stop Sign	1	1	-	Each	\$ 362.10	\$ 362.10	\$ -
33	Plan Notes	"Airport Dr" Street Sign	2	2	-	Each	\$ 50.90	\$ 101.80	\$ -
34	Plan Notes	"Airport Rd" Street Sign	2	2	-	Each	\$ 50.90	\$ 101.80	\$ -
35	Plan Notes	Install Temporary Vehicle Access Gate	1	1	-	Each	\$ 4,783.15	\$ 4,783.15	\$ -
36	Plan Notes	Install Temporary Gate Post	2	2	-	Each	\$ 565.80	\$ 1,131.60	\$ -
37	Plan Notes	Remove, Salvage, and Reinstall Existing Wildlife Fence	12	12	-	L.F.	\$ 545.40	\$ 6,544.80	\$ -
38	Plan Notes	Utility Pothole	14	14	-	Each	\$ 565.80	\$ 7,921.20	\$ -
39	Plan Notes	Water Service, 1" Pex-Poly Tubing (Furnish and Install)	142	144	2	L.F.	\$ 32.30	\$ 4,651.20	\$ 64.60
40	Plan Notes	Landscape Rock	37	37	-	S.Y.	\$ 191.15	\$ 7,072.55	\$ -
TOTAL SCHEDULE 3 CONSTRUCTION - BASE BID								\$ 367,133.37	\$ (11,991.80)
SCHEDULE 4 - BASE BID - RECONSTRUCT PARKING LOT (GRANT INELIGIBLE)									
1	P-101	Remove and Dispose of Concrete Pavement	18	18	-	S.Y.	\$ 182.25	\$ 3,280.50	\$ -
2	P-154	Separation Geotextile	40	40	-	S.Y.	\$ 3.95	\$ 158.00	\$ -
3	SP-260	Aggregate Base Course, 6 inches, SDDOT	9	9	-	C.Y.	\$ 60.15	\$ 541.35	\$ -
4	SP-380	Portland Cement Concrete, 6 inches, SDDOT, Class M6	22	22	-	S.Y.	\$ 152.75	\$ 3,360.50	\$ -
5	SP-651	Concrete Sidewalk, 4 inches, SDDOT	44	66	22	S.F.	\$ 16.95	\$ 1,118.70	\$ 372.90
6	SP-380	Concrete Steps	1	1	-	L.S.	\$ 3,960.50	\$ 3,960.50	\$ -
7	P-605	Joint Sealing Filler (Hot Applied)	18	32	14	L.F.	\$ 33.95	\$ 1,086.40	\$ 475.30
TOTAL SCHEDULE 4 CONSTRUCTION - BASE BID								\$ 13,505.95	\$ 848.20
Change Order 1 (Added to Schedule 3, Airport Drive and Parking Lot)									
CO1-1	Plan Notes	Additional 27" Manhole Casting and Additional Cleanout Casting Furnish and Install	1	1	-	L.S.	\$ 1,970.00	\$ 1,970.00	\$ -
CO1-2	Plan Notes	Sump Pump Furnish and Install	1	1	-	L.S.	\$ 4,490.00	\$ 4,490.00	\$ -
TOTAL CHANGE ORDER 1								\$ 6,460.00	\$ -
TOTAL SCHEDULE 1, AIP #3-46-0029-024-2023, COST CHANGE								\$ 255,676.62	\$ 4,009.62
TOTAL SCHEDULE 3 & CO1, BIL-AIG #3-46-0029-025-2023, COST CHANGE								\$ 373,593.37	\$ (11,991.80)
TOTAL SCHEDULE 2 & 4, NON-AIP (GRANT INELIGIBLE), COST CHANGE								\$ 64,221.94	\$ 322.05
TOTAL COST CHANGE								\$ 693,491.93	\$ (7,660.13)

NOTE: The items highlighted above in tan are items that are funded 100 percent non-AIP or non-BIL and 0 percent AIP or BIL.

Explanation of Changes

Airport Name	Madison Municipal Airport	Change Order No.	2F
Location	Madison, SD	Section	3
AIP Project #	3-46-0029-024-2023	KLJ Project #	3-46-0029-025-2023
BIL-AIG Project #	3-46-0029-025-2023	KLJ Project #	2305-00269
Contractor	Asphalt Surfacing Co. (ASCO)		

Item No. CO 2-1

Description

Quantity Balancing

Reason for Change

The purpose of this Balancing Change Order is to revise the contract amount to reflect the final installed quantities based on actual field conditions and deductions from the contract for items not performed and/or required to complete the work. Zero (0) contract calendar days were added to contract. This change order for quantity balancing and contract days is allowable, allocable, and reasonable.

CHANGE ORDER NO.: 1

Owner:	City of Madison	Owner's Project No.:	NA
Engineer:	Banner Associates, Inc.	Engineer's Project No.:	23983.03
Contractor:	Prunty Construction Co., Inc.	Contractor's Project No.:	NA
Project:	Water System Improvements – Segment 3		
Contract Name:	Madison Water System Improvements – Segment 3		
Date Issued:	December 13, 2023	Effective Date of Change Order:	December 13, 2023

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

Description:

1. **RFP #1:** Adding an additional Type 2, 4'x4' Junction box at 6th Street & Roosevelt Ave. Document is attached. Resulting change in cost of \$12,095.00.
2. **RFP #2:** Adding bid items for 5" asphalt concrete for 3rd Street paving and repair of the storm sewer on Roosevelt Ave between 6th Street and 7th Street. Document is attached. Resulting change in cost of \$1,757.28.
3. **RFP #3:** Adding bid items for necessary work to rehabilitate the storm drop inlet at the southeast corner of 6th Street & Roosevelt Ave. Document is attached. Resulting change in cost of \$4,050.50.
4. **FO #1:** Adjustment of the typical roadway section on Roosevelt Ave between 5th Street and 7th Street. 5th Street intersection was too small of a patch for cement treated subgrade to be feasible, so subbase foundation aggregate with geotextile fabric was the best alternative. The existing storm sewer on Roosevelt Ave from 6th Street north was much more shallow than initially planned, so the typical section was modified. Document is attached. Added cost is \$9,352.00 and reduced cost is \$3,898.80. This results in a net change cost of \$5,453.20.
5. **FO #2:** Removing adjustment of junction box and installation of frame and cover at 5th Street & Roosevelt Ave intersection. Document is attached. This results in a net change cost of \$1,600.00.
6. **FO #3:** Addition of concrete approach at 724 NE 6th Street. Document is attached. This results in a net change cost of \$3,583.75.
7. **FO #4:** Addition of curb & gutter on south side of 6th Street. After negotiations with Prunty, they agreed to cover a portion of the work themselves due to damages to the existing curb while the City of Madison would cover the rest. Document is attached. This results in a net change cost of \$12,725.60.
8. **FO #5:** Adjustment to typical roadway section on 6th Street at each service cutout on the north side of the street. Performing cement stabilization in these patches was not feasible so an updated typical section was provided. Document is attached. Added cost is \$2,898.50 and reduced cost is \$5,441.80. This results in a net change cost of \$2,543.30.

The total cost of modifications in this change order for the seven items summarized above are as follows:

Item	Description	Amount
1	RFP #1	\$12,095.00
2	RFP #2	\$1,757.28
3	RFP #3	\$4,050.50
4	FO #1	\$5,453.20
5	FO #2	(\$1,600.00)
6	FO #3	\$3,583.75
7	FO #4	\$12,725.60
8	FO #5	(\$2,543.30)
	Net Change	\$35,522.03

Attachments:

RFP#1
RFP #2
RFP #3
Field Order #1
Field Order #3
Field Order #4
Field Order #5

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 2,760,390.90		Substantial Completion: August 5, 2024	
		Ready for final payment: September 24, 2024	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. []:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. []:	
\$ N/A		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 2,760,390.90		Substantial Completion: August 5, 2024	
		Ready for final payment: September 24, 2024	
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 35,522.03		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 2,795,912.93		Substantial Completion: August 5, 2024	
		Ready for final payment: September 24, 2024	

Recommended by Engineer (if required)	Authorized by Owner
By: <u>Alex Welbig</u>	_____
Title: <u>Project Engineer</u>	_____
Date: <u>December 13, 2023</u>	_____

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

REQUEST FOR PROPOSAL (RFP)

RFP# 1

DATE: 8/16/2023

TO: **Prunty Construction Co. Inc.**
3307 Prince Dr.
Brookings, SD 57006
Attn: Chris Ritter

FROM: **Banner Associates, Inc.**
3900 N Northview Ave
Sioux Falls, SD 57107

RE: **Madison Water System Imp. – Segment 3**
BAI #23983.03

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: **Additional Storm Sewer JB**

Additional Bid Item:					
Item No.	Description	Quantity	Units	Unit Price	Total Value
200	N Roosevelt & NE 6 th Junction Box	1	LS	\$12,095.00	\$12,095.00

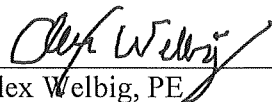
Please submit a bid price per Lump Sum to furnish and install 4'x4' Junction Box. Work will also include the process of tying into the four (4) adjacent existing storm sewer pipes. Price shall include all labor, tools, equipment, overhead costs and miscellaneous work to complete the work associated with this request. All material and work shall comply with the project specifications. Pricing will exclude the Frame and Cover and the Adjustment of the Junction Box as these two items are covered by another bid item.

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

If no change in contract amount, state "none" here: **\$12,095.00**

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

ARCHITECT/ENGINEER
BANNER ASSOCIATES, INC.



Alex Welbig, PE

Attachments: Plan Sheet I-1R

cc:

City of Madison – Ryan Hegg, Jan Tieman, Dan Whitlock
Banner Associates – Spencer Gilk, Weston Blasius

REQUEST FOR PROPOSAL (RFP)

RFP# 2

DATE: 8/23/2023

TO: **Prunty Construction Co. Inc.**
3307 Prince Dr.
Brookings, SD 57006
Attn: Chris Ritter

FROM: **Banner Associates, Inc.**
3900 N Northview Ave
Sioux Falls, SD 57107

RE: **Madison Water System Imp. – Segment 3**
BAI #23983.03

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: **3rd Street Asphalt Thickness & Storm Repair**

Additional Bid Item:					
Item No.	Description	Quantity	Units	Unit Price	Total Value
201	5" Asphalt Concrete	24	SqYd	\$46.12	\$1,106.88
202	18" PVC Furnish & Install	5	LF	\$130.08	\$650.40

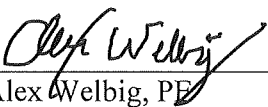
Please submit a bid price per Square Yard to furnish and install "5" Asphalt Concrete". This work will be performed at the 3rd Street location. The typical section will be geotextile fabric, 10" subbase foundation aggregate, 6" base course, and 5" asphalt concrete. Also, please submit a bid price per linear foot to furnish and install 18" PVC storm sewer pipe. 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.

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

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

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

ARCHITECT/ENGINEER
BANNER ASSOCIATES, INC.



Alex Welbig, PE

cc:

City of Madison – Ryan Hegg, Jan Tieman, Dan Whitlock, Chad Van Den Hemel
Banner Associates – Spencer Gilk, Weston Blasius

REQUEST FOR PROPOSAL (RFP)

RFP# 3

DATE: 11/21/2023

TO: **Prunty Construction Co. Inc.**
3307 Prince Dr.
Brookings, SD 57006
Attn: Chris Ritter

FROM: **Banner Associates, Inc.**
3900 N Northview Ave
Sioux Falls, SD 57107

RE: **Madison Water System Imp. – Segment 3**
BAI #23983.03

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: **Existing Storm Inlet Rehab**

Additional Bid Item:					
Item No.	Description	Quantity	Units	Unit Price	Total Value
203	Cutting Existing Structure to Height	1	LS	\$ 600.50	\$ 600.50
204	Special Type B Inlet Lid	1	LS	\$2,650.00	\$2,650.00
Existing Bid Item:					
87	Type B Frame and Grate	1	Each	\$800.00	\$800.00

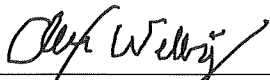
For the structure located at the southeast corner of 6th Street and Roosevelt Avenue, please submit a bid price for the work necessary to cut the existing structure walls to height, build a new Type B inlet lid, and for furnishing and installing a Type B casting. Price shall include all labor, tools, equipment, overhead costs and miscellaneous work to complete the work associated with this request. All material and work shall comply with the project specifications.

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

If no change in contract amount, state "none" here: *\$4,050.50*

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

ARCHITECT/ENGINEER
BANNER ASSOCIATES, INC.



Alex Welbig, PE

cc:

City of Madison – Ryan Hegg, Jan Tieman, Dan Whitlock, Chad Van Den Hemel
Banner Associates – Spencer Gilk, Weston Blasius

Date of Issuance: 8/4/2023 Effective Date: 8/4/2023
Owner: City of Madison Owner's Contract No.:
Contractor: Prunty Construction Co. Inc. Contractor's Project No.:
Engineer: Banner Associates, Inc. Engineer's Project No.: 23983.03
Project: Madison Water System Imp. – Seg 3 Contract Name: NW 9th Street

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: NA Specification(s) Underground Utility Sheets I-1 & I-2 Drawing(s) / Detail(s)

The attached plan sheets depict two hatched areas on Roosevelt Ave between 5th Street and 7th Street that will have an updated typical section in lieu of the originally planned cement treated subgrade. Where the areas include curb replacement, the section will extend 1' behind the curb.

- The orange hatched area at 5th Street intersection will be geotextile fabric, 10" subbase foundation aggregate, and 6" of base course. Quantities for this location are below. 1677 SF

Geotextile Fabric – 186 SY	Subbase Foundation Aggregate - 108 tons	Unclassified Excavation, Digouts – 41 CY
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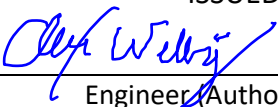
- The green hatched area at 6th Street intersection and north will be geotextile fabric, 8" subbase foundation aggregate, and 8" of base course. The eastern limits will be 3' away from center of the 18" storm sewer pipe. Quantities for this location are below. 2247 SF

Geotextile Fabric – 250 SY	Subbase Foundation Aggregate - 116 tons	Unclassified Excavation, Digouts – 55 CY
----------------------------	---	--

Attachments:

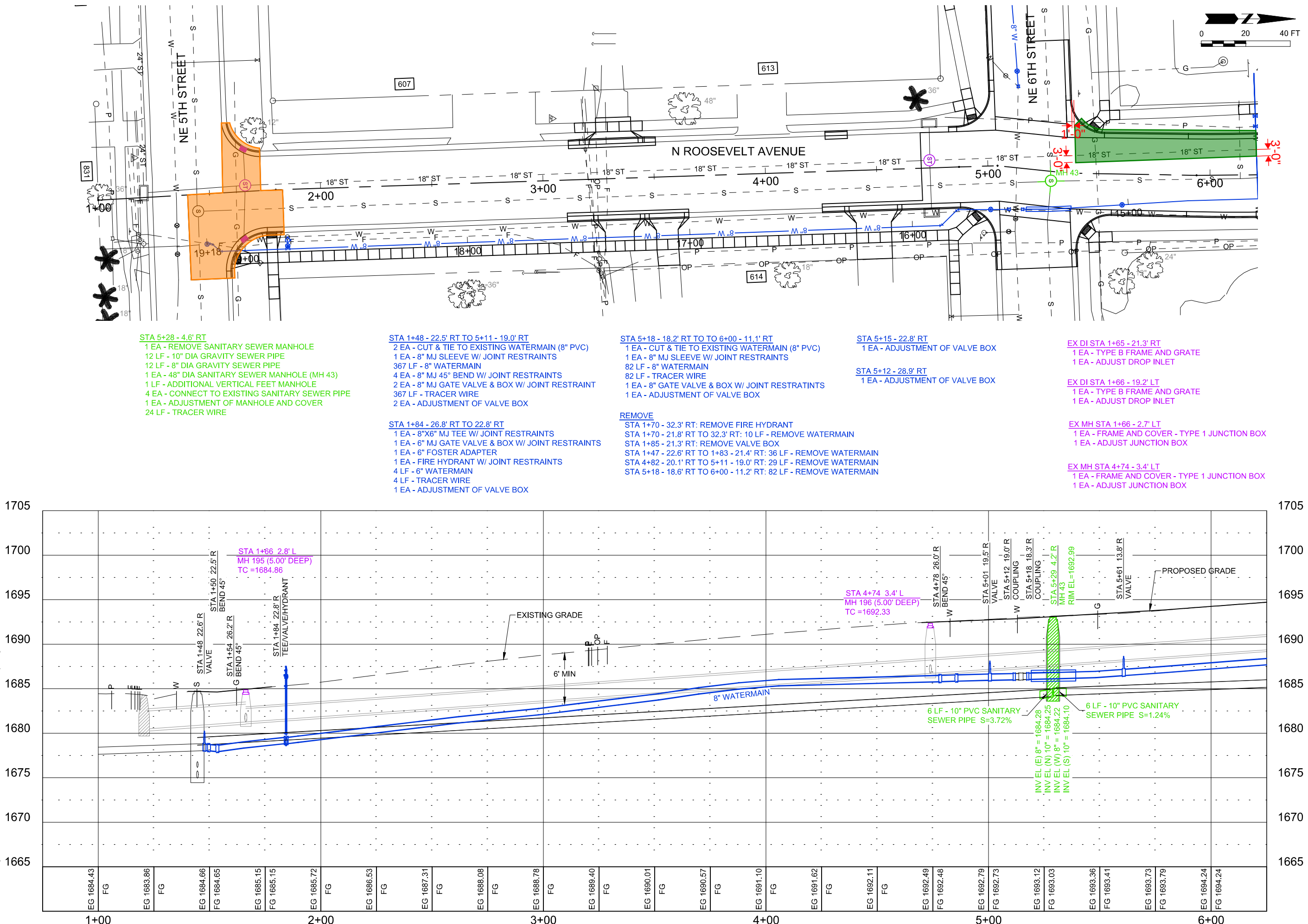
Sheet I-1

Sheet I-2

ISSUED: By: <u></u> By: _____ Engineer (Authorized Signature) Contractor (Authorized Signature) Title: <u>Project Engineer</u> Title: _____ Date: <u>8/4/2023</u> Date: _____	RECEIVED:
---	------------------

Copy to: City of Madison

F:\23983-03\Design Phase\CADD\Sheet File\ - S Roosevelt Avenue Utility.dwg,5/18/2023 11:44 AM



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www.bannerassociates.com · Toll Free: 1.855.323.6342

PROJECT / SHEET TITLE:
CITY OF MADISON WATER SYSTEM IMPROVEMENTS - SEGMENT 3
N ROOSEVELT AVENUE UTILITY STA 1+00 TO STA 6+00

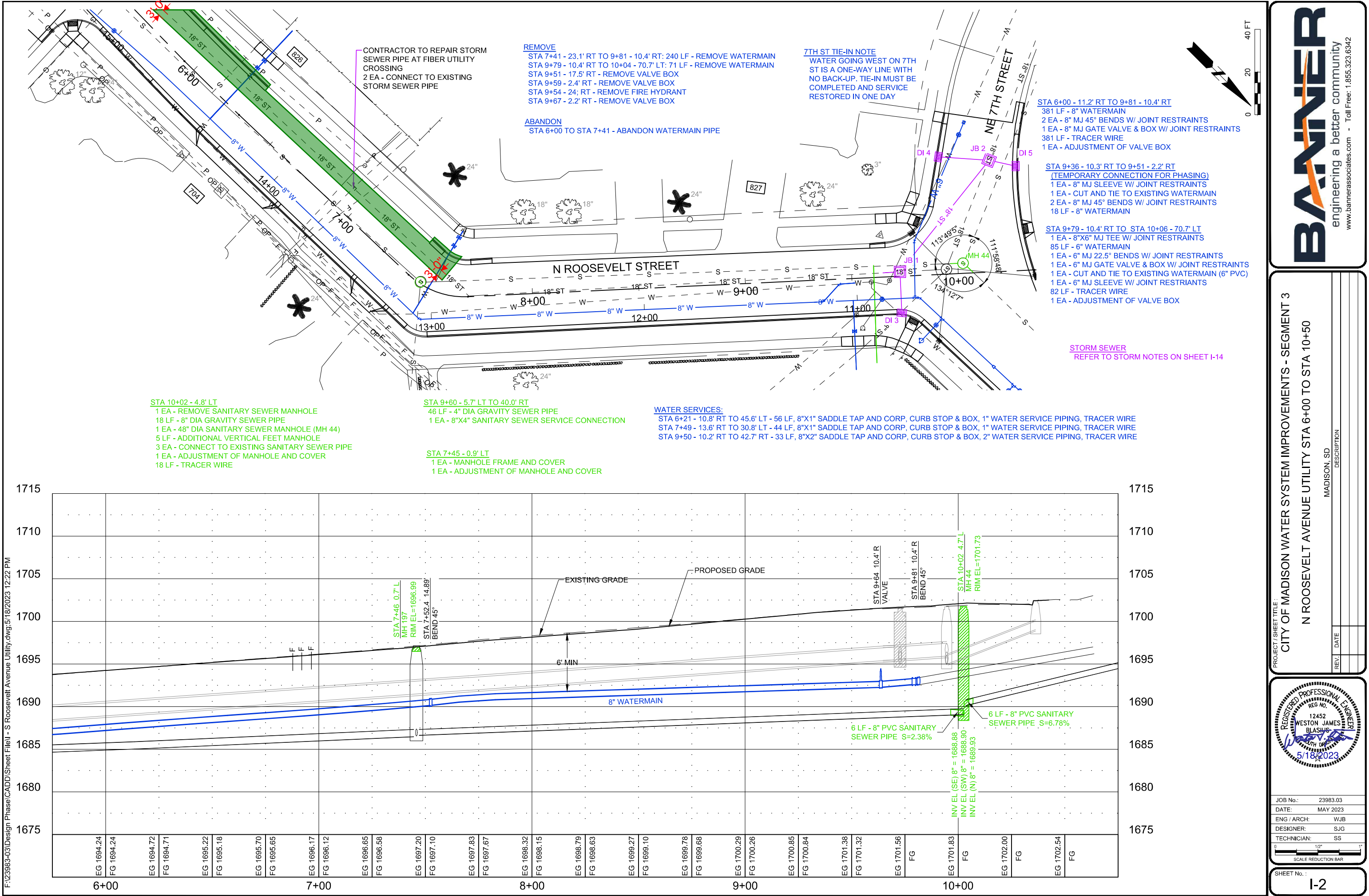
REV.	DATE	DESCRIPTION

MADISON, SD

JOB No.: 23983.03
DATE: MAY 2023
ENG / ARCH: WJB
DESIGNER: SJG
TECHNICIAN: SS

SCALE REDUCTION BAR
0 1/2" 1"

SHEET No.: I-1



Date of Issuance: 8/16/2023 Effective Date: 8/16/2023
Owner: City of Madison Owner's Contract No.:
Contractor: Prunty Construction Co. Inc. Contractor's Project No.:
Engineer: Banner Associates, Inc. Engineer's Project No.: 23983.03
Project: Madison Water System Imp. – Seg 3 Contract Name: NW 9th Street

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: NA Specification(s) Underground Utility Sheets I-1R Drawing(s) / Detail(s)

The attached plan sheet has been modified from design. At 5th Street and Roosevelt Ave intersection, the adjustment of an existing storm sewer structure is no longer necessary. The following quantities will be adjusted as part of the project.

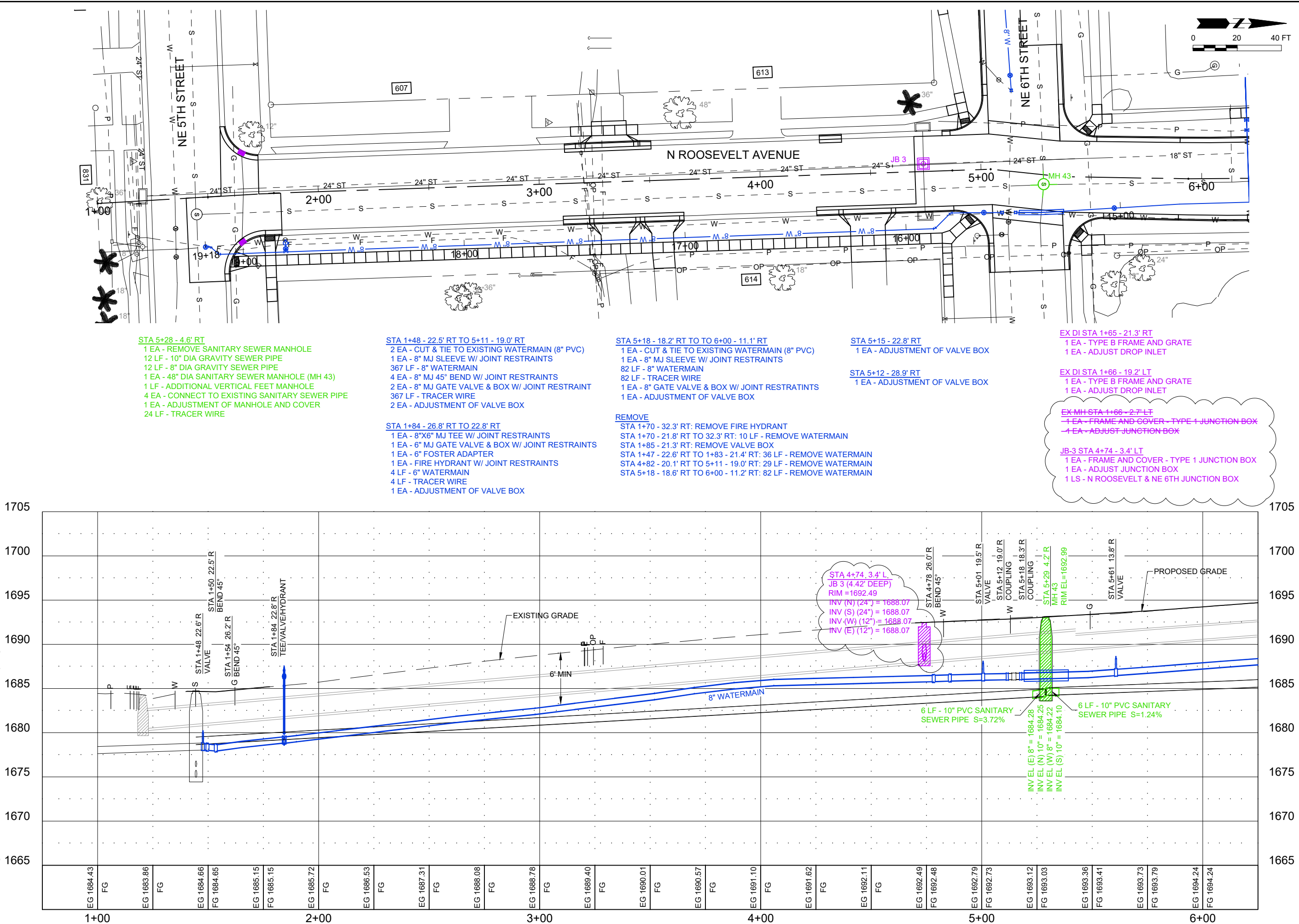
Decrease Quantity of Existing Bid Items:				
Adjust Junction Box	1	Each	\$1,000.00	\$1,000.00
Frame and Cover – Type 1 Junction Box	1	Each	\$600.00	\$600.00
TOTAL =				\$1,600.00

Attachments:
Sheet I-1R

ISSUED:	RECEIVED:
By: <u></u> Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____
Date: <u>8/16/2023</u>	Date: _____

Copy to: City of Madison

F:\23983-03\Design Phase\CADD\Sheet File\ - S Roosevelt Avenue Utility.dwg:8/16/2023 1:24 PM



STA 5+28 - 4.6' RT
1 EA - REMOVE SANITARY SEWER MANHOLE
12 LF - 10" DIA GRAVITY SEWER PIPE
12 LF - 8" DIA GRAVITY SEWER PIPE
1 EA - 48" DIA SANITARY SEWER MANHOLE (MH 43)
1 LF - ADDITIONAL VERTICAL FEET MANHOLE
4 EA - CONNECT TO EXISTING SANITARY SEWER PIPE
1 EA - ADJUSTMENT OF MANHOLE AND COVER
24 LF - TRACER WIRE

STA 1+48 - 22.5' RT TO 5+11 - 19.0' RT
2 EA - CUT & TIE TO EXISTING WATERMAIN (8" PVC)
1 EA - 8" MJ SLEEVE W/ JOINT RESTRAINTS
367 LF - 8" WATERMAIN
4 EA - 8" MJ 45° BEND W/ JOINT RESTRAINTS
2 EA - 8" MJ GATE VALVE & BOX W/ JOINT RESTRAINT
367 LF - TRACER WIRE
2 EA - ADJUSTMENT OF VALVE BOX

STA 1+84 - 26.8' RT TO 22.8' RT
1 EA - 8"x6" MJ TEE W/ JOINT RESTRAINTS
1 EA - 6" MJ GATE VALVE & BOX W/ JOINT RESTRAINTS
1 EA - 6" FOSTER ADAPTER
1 EA - FIRE HYDRANT W/ JOINT RESTRAINTS
4 LF - 6" WATERMAIN
4 LF - TRACER WIRE
1 EA - ADJUSTMENT OF VALVE BOX

STA 5+18 - 18.2' RT TO 6+00 - 11.1' RT
1 EA - CUT & TIE TO EXISTING WATERMAIN (8" PVC)
1 EA - 8" MJ SLEEVE W/ JOINT RESTRAINTS
82 LF - 8" WATERMAIN
82 LF - TRACER WIRE
1 EA - 8" GATE VALVE & BOX W/ JOINT RESTRAINTS
1 EA - ADJUSTMENT OF VALVE BOX

REMOVE
STA 1+70 - 32.3' RT: REMOVE FIRE HYDRANT
STA 1+70 - 21.8' RT TO 32.3' RT: 10 LF - REMOVE WATERMAIN
STA 1+85 - 21.3' RT: REMOVE VALVE BOX
STA 1+47 - 22.6' RT TO 1+83 - 21.4' RT: 36 LF - REMOVE WATERMAIN
STA 4+82 - 20.1' RT TO 5+11 - 19.0' RT: 29 LF - REMOVE WATERMAIN
STA 5+18 - 18.6' RT TO 6+00 - 11.2' RT: 82 LF - REMOVE WATERMAIN

STA 5+15 - 22.8' RT
1 EA - ADJUSTMENT OF VALVE BOX

STA 5+12 - 28.9' RT
1 EA - ADJUSTMENT OF VALVE BOX

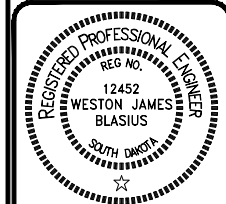
EX DI STA 1+65 - 21.3' RT
1 EA - TYPE B FRAME AND GRATE
1 EA - ADJUST DROP INLET

EX DI STA 1+66 - 19.2' LT
1 EA - TYPE B FRAME AND GRATE
1 EA - ADJUST DROP INLET

EX MH STA 1+66 - 2.7' LT
4 EA - FRAME AND COVER - TYPE 1 JUNCTION BOX
4 EA - ADJUST JUNCTION BOX

JB-3 STA 4+74 - 3.4' LT
1 EA - FRAME AND COVER - TYPE 1 JUNCTION BOX
1 EA - ADJUST JUNCTION BOX
1 LS - N ROOSEVELT & NE 6TH JUNCTION BOX

PROJECT / SHEET TITLE:
CITY OF MADISON WATER SYSTEM IMPROVEMENTS - SEGMENT 3
N ROOSEVELT AVENUE UTILITY STA 1+00 TO STA 6+00



JOB No.: 23983.03
DATE: MAY 2023
ENG / ARCH: WJB
DESIGNER: SJG
TECHNICIAN: SS

SHEET No.:
I-1R

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Date of Issuance:	9/1/2023	Effective Date:	9/1/2023
Owner:	City of Madison	Owner's Contract No.:	
Contractor:	Prunty Construction Co. Inc.	Contractor's Project No.:	
Engineer:	Banner Associates, Inc.	Engineer's Project No.:	23983.03
Project:	Madison Water System Imp. – Seg 3	Contract Name:	Madison Seg 3

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

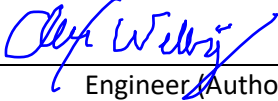
Reference:	<u>NA</u>	<u>Underground Utility Sheets J-6</u>
	Specification(s)	Drawing(s) / Detail(s)

The attached plan sheet shows the addition of an approach to the north side of 6th Street at 724 NE 6th Street. The following quantities will be adjusted as part of the project.

<u>Increase Quantity of Existing Bid Items:</u>				
Placing Contractor Furnished Topsoil	2	CuYd	\$25.00	\$50.00
Seeding	1	Lb	\$10.00	\$10.00
Fertilizing	1	Lb	\$2.00	\$2.00
Remove Concrete Curb and Gutter	27	LF	\$3.75	\$101.25
Remove Concrete Pavement	19	SqYd	\$7.50	\$142.50
Saw Existing Asphalt	30	LF	\$6.50	\$195.00
Saw Existing Concrete	24	LF	\$18.00	\$432.00
Unclassified Excavation	10	CuYd	\$9.50	\$95.00
Base Course	10	Ton	\$21.00	\$210.00
4" Asphalt Concrete	5	SqYd	\$37.00	\$185.00
PCC Approach Pavement, 6" Thick	21	SqYd	\$78.00	\$1,638.00
Concrete Curb & Gutter	27	LF	\$29.00	\$783.00
TOTAL =				\$1,237.75

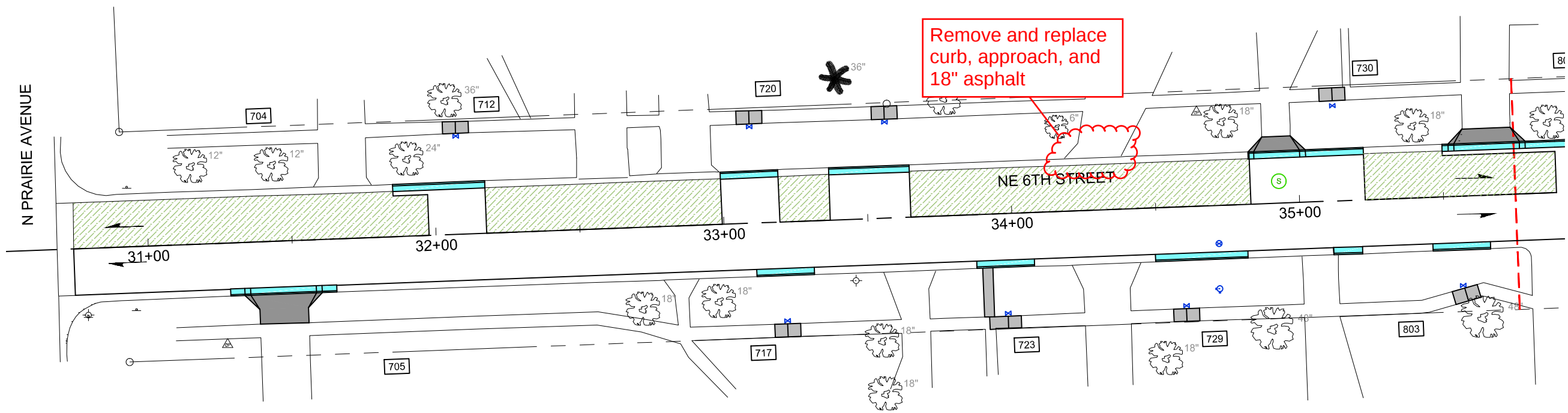
<u>Decrease Quantity of Existing Bid Items:</u>				
2" Asphalt Concrete	5	SqYd	\$19.00	\$95.00
2" Depth Asphalt Cold Milling	5	SqYd	\$9.00	\$45.00
TOTAL =				\$140.00

Attachments:
Sheet J-6

ISSUED:		RECEIVED:	
By:	 Engineer (Authorized Signature)	By:	 Contractor (Authorized Signature)
Title:	Project Engineer	Title:	
Date:	9/1/2023	Date:	

Copy to: City of Madison

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LEGEND

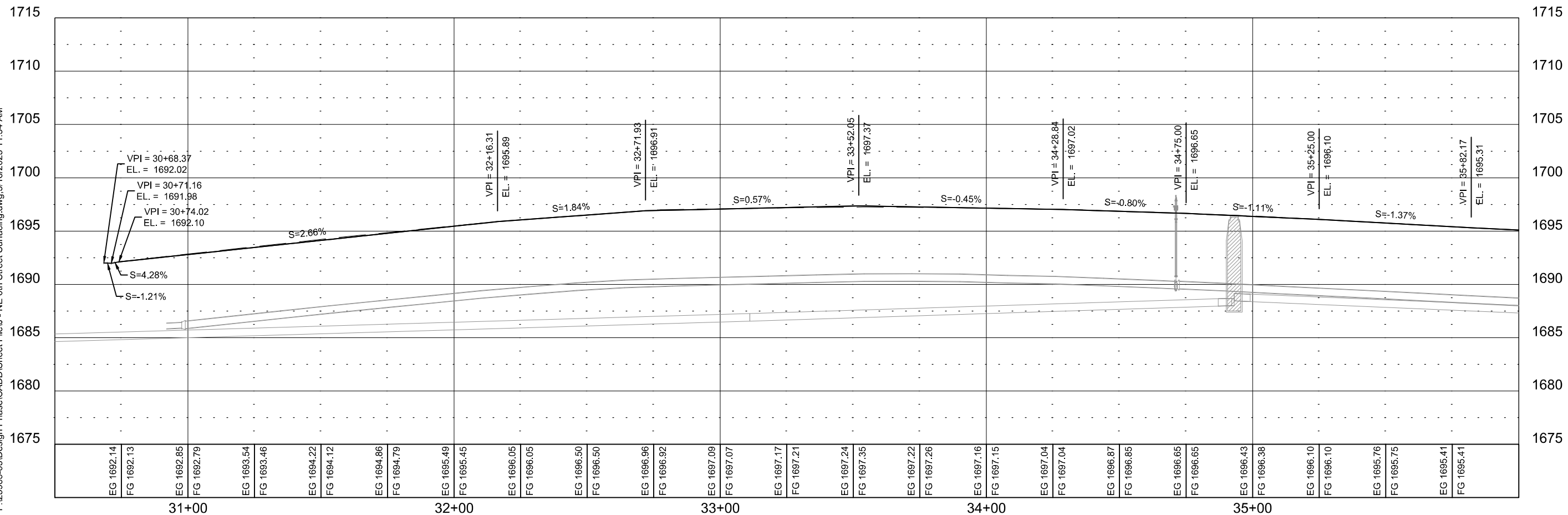
	4" ASPHALT CONCRETE PAVEMENT		2" ASPHALT CONCRETE PAVEMENT		WATER VALVE	TC EL:	TOP OF CURB ELEVATION
	4" CONCRETE SIDEWALK		STORM SEWER JUNCTION BOX		CURB STOPS	ME:	MATCH EXISTING
	6" CONCRETE SIDEWALK		DROP INLET		STORM MANHOLE	BCR:	BEGIN CURB RADIUS
	6" CONCRETE PAVEMENT		FIRE HYDRANT		SANITARY MANHOLE	ECR:	END OF CURB RADIUS
	B66 CONCRETE CURB & GUTTER		ADA RAMP LANDING AREA (2% MAX SLOPE)		SURFACE DRAINAGE ARROW	RAD:	RADIUS
	REINFORCED CONCRETE PAVEMENT		MATCH LINE FOR QUANTITIES		THEORETICAL	SW:	SIDEWALK FINISH GRADE
					POV: POINT OF VALLEY GUTTER	THEO:	THEORETICAL
					FL: FLOW LINE		

QUANTITIES

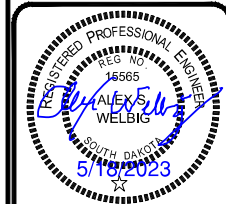
600 TON - BASE COURSE
1092 SY - 4" ASPHALT CONCRETE
686 SY - 2" ASPHALT CONCRETE
284 LF - CONCRETE CURB & GUTTER
43 SY - PCC APPROACH PAVEMENT, 6" THICK
386 SF - 4" CONCRETE SIDEWALK
10212 SF - CEMENT TREATED SUBGRADE
33 TON - PORTLAND CEMENT

NOTES:

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



PROJECT / SHEET TITLE:
CITY OF MADISON WATER SYSTEM IMPROVEMENTS - SEGMENT 3
NE 6TH STREET SURFACING STA 30+75 TO STA 35+75



JOB No.: 23983.03
DATE: MAY 2023
ENG / ARCH: ASW
DESIGNER: SJG
TECHNICIAN: SS

SCALE REDUCTION BAR
0 1/2" 1"

SHEET No.:
J-6

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Date of Issuance:	9/8/2023	Effective Date:	9/8/2023
Owner:	City of Madison	Owner's Contract No.:	
Contractor:	Prunty Construction Co. Inc.	Contractor's Project No.:	
Engineer:	Banner Associates, Inc.	Engineer's Project No.:	23983.03
Project:	Madison Water System Imp. – Seg 3	Contract Name:	Madison Seg 3

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:	<u>NA</u>	<u>Underground Utility Sheets G-14R, H-4R, J-6R, J-7R, M-14R, M-15R, M-16R, M-17R, M-18R, M-19R</u>
	Specification(s)	Drawing(s) / Detail(s)

The attached plan sheet shows a modification to the proposed surfacing work on 6th Street. Work includes replacement of the south curb line, multiple approaches behind the south curb line, cement treated subgrade, base course, and surface restoration. The following quantities will be adjusted as part of the project.

<u>Increase Quantity of Existing Bid Items:</u>				
Placing Contractor Furnished Topsoil	53	CuYd	\$25.00	\$1,325.00
Seeding	35	Lb	\$10.00	\$350.00
Fertilizing	20	Lb	\$2.00	\$40.00
Hydro-Mulching	0.2	Ton	\$1,200.00	\$240.00
Remove Concrete Curb and Gutter	136	LF	\$3.75	\$510.00
Remove Concrete Pavement	44	SqYd	\$7.50	\$330.00
Saw Existing Concrete	64	LF	\$18.00	\$1,152.00
Unclassified Excavation	140	CuYd	\$9.50	\$1,330.00
Cement Treated Subgrade	1544	SqFt	\$0.40	\$617.60
Portland Cement	5	Ton	\$375.00	\$1,875.00
Base Course	90	Ton	\$21.00	\$1,890.00
PCC Approach Pavement, 6" Thick	54	SqYd	\$78.00	\$4,212.00
Concrete Curb & Gutter	136	LF	\$29.00	\$3,944.00
TOTAL =				\$17,815.60

Below is quantity that Prunty will be responsible to replace at their own expense due to damages to curb that was called to be protected. *(No change to existing bid items)*

Remove Concrete Curb and Gutter	305	LF	\$3.75	\$1,143.75
Concrete Curb & Gutter	305	LF	\$29.00	\$8,845.00
TOTAL =				\$9,988.75

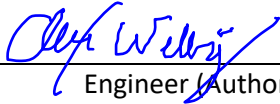
Attachments:

Sheet G-14R
Sheet H-4R
Sheet J-6R
Sheet J-7R
Sheet M-14R
Sheet M-15R
Sheet M-16R
Sheet M-17R
Sheet M-18R
Sheet M-19R

ISSUED:

RECEIVED:

By:



Engineer (Authorized Signature)

By:

Contractor (Authorized Signature)

Title: Project Engineer

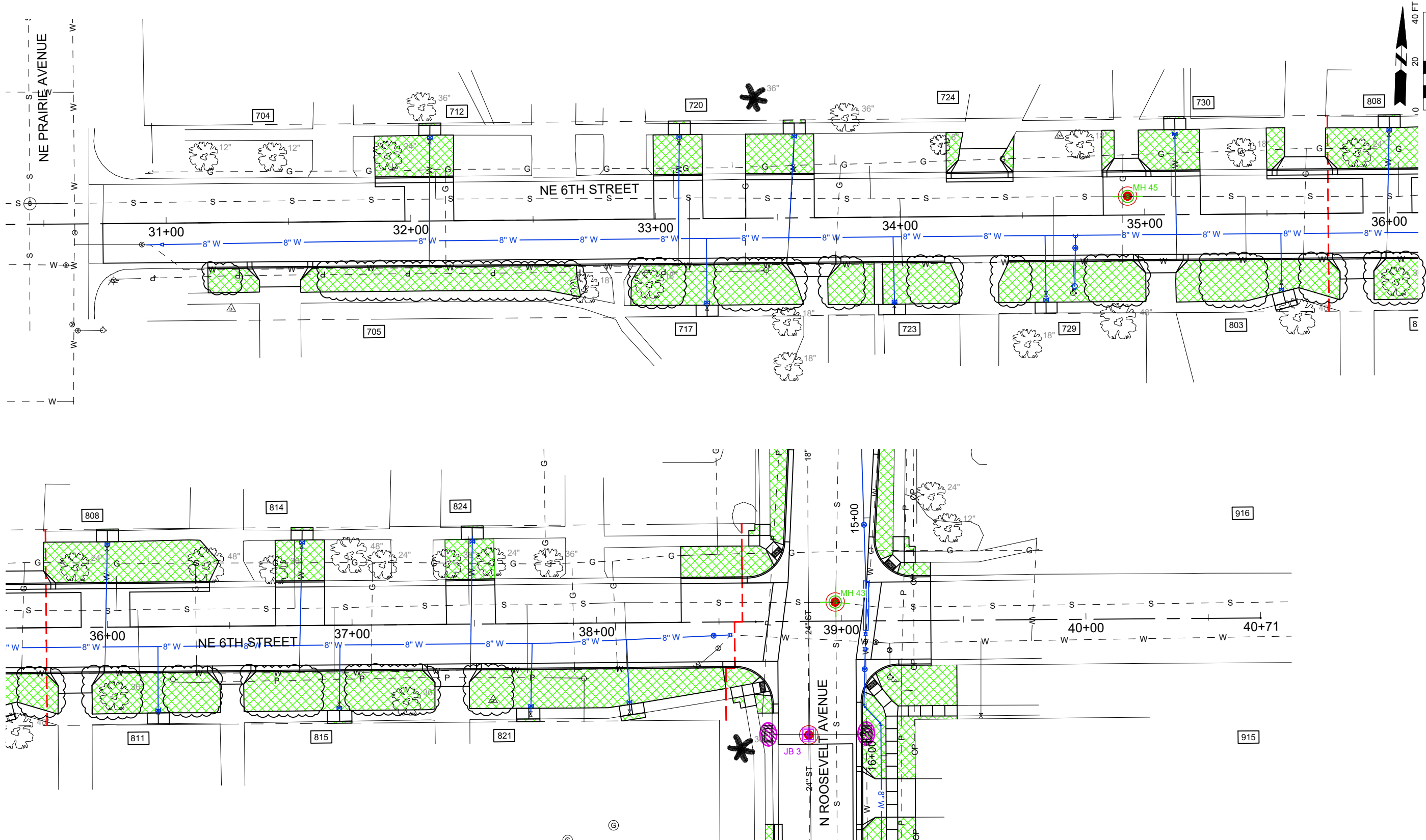
Title: _____

Date: 9/8/2023

Date: _____

Copy to: City of Madison

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LEGEND

- 6" TOPSOIL, SEED, FERTILIZE & MULCH
- TEMPORARY VEHICLE TRACKING CONTROL
- MANHOLE CONSTRUCTION PLATE MARKER
- CONCRETE WASHOUT AREA
- EXISTING INLET SEDIMENT PROTECTION
- PROPOSED INLET SEDIMENT PROTECTION
- MATCH LINE FOR QUANTITIES

QUANTITIES

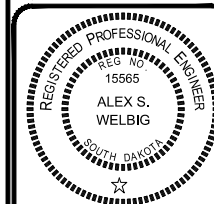
- | | | |
|---------|--------------------|--------------------------------------|
| 138 CY | 63 CY | PLACING CONTRACTOR FURNISHED TOPSOIL |
| 91 LB | 55 LB | SEEDING |
| 54 LB | 33 LB | FERTILIZING |
| 0.6 TON | 0.4 TON | HYDRO-MULCHING |
| 1 EA | | MANHOLE CONSTRUCTION PLATE MARKER |

NOTES:
ALL EXISTING AND PROPOSED INLETS SHALL BE PROTECTED FROM SEDIMENT DURING ALL STAGES OF CONSTRUCTION WITH INLET PROTECTION AND SILT FENCE. SEE NOTES FOR DESCRIPTIONS AND QUANTITIES OF THE ITEMS TO BE INSTALLED

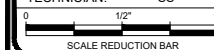
NOTE:
OPPOSITE BOULEVARD FROM PROPOSED UTILITY TRENCH MUST BE PROTECTED FROM CONSTRUCTION ACTIVITIES TO AVOID CONTAMINATION

PROJECT / SHEET TITLE:
CITY OF MADISON WATER SYSTEM IMPROVEMENTS - SEGMENT 3
NE 6TH STREET EROSION CONTROL STA 30+75 TO STA 40+00

REV	DATE	DESCRIPTION
1	8/31	6TH STREET SOUTH CURB & APPROACH ADDITIONAL IMPROVEMENTS



JOB No.: 23983.03
DATE: MAY 2023
ENG / ARCH: ASW
DESIGNER: SJG
TECHNICIAN: SS

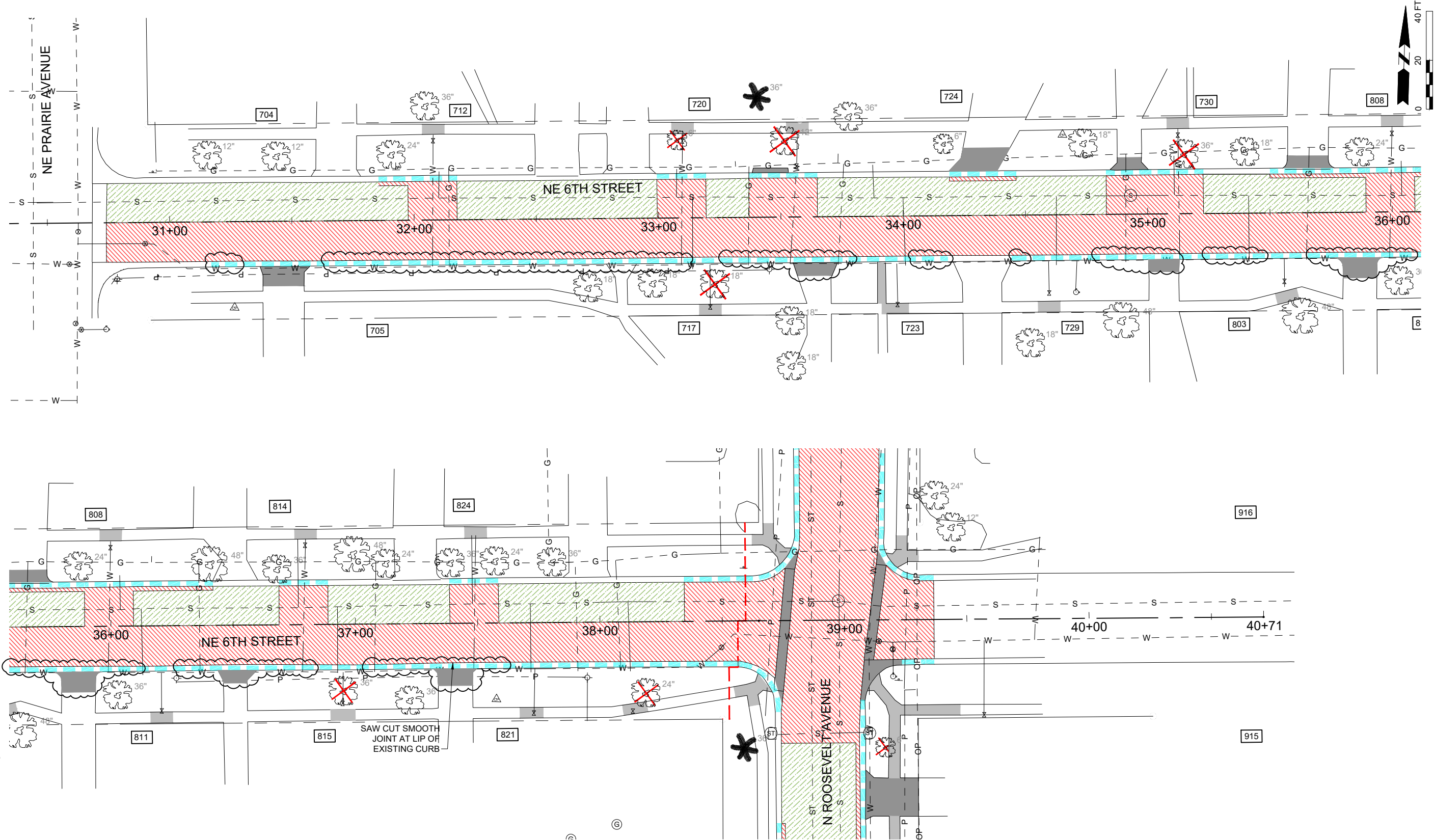


SHEET No. :

G-14R

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REMOVAL LEGEND

	REMOVAL OF ASPHALT CONCRETE PAVEMENT		MATCH LINE FOR QUANTITIES
	REMOVAL OF CONCRETE PAVEMENT		CLEAR AND GRUB TREE -- REMOVE STUMP
	REMOVAL OF CONCRETE SIDEWALK		TREE TRIMMING
	REMOVAL OF CONCRETE CURB CURB & GUTTER		
	2" DEPTH ASPHALT COLD MILLING		

QUANTITIES

1017 LF	549 LF	REMOVE CONCRETE CURB & GUTTER
1777 SY	1772 SY	REMOVE ASPHALT CONCRETE PAVEMENT
1027 SY	1032 SY	2" DEPTH ASPHALT COLD MILL
102 SY	99 SY	REMOVE CONCRETE PAVEMENT
	74 SY	REMOVE CONCRETE SIDEWALK
946 LF	946 LF	SAW EXISTING ASPHALT
348 LF	260 LF	SAW EXISTING CONCRETE
766 CY	616 CY	UNCLASSIFIED EXCAVATION
	6 EA	CLEAR AND GRUB TREE

REMOVAL/ABANDONED NOTE:

ALL PIPE THAT IS REMOVED SHALL BE CONSIDERED PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE PROJECT SITE. ALL PIPE THAT IS ABANDONED SHALL HAVE END PLUGGED WITH CONCRETE OR CAPPED.

NOTE:

LOCATION OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE. CONTRACTOR WILL BE RESPONSIBLE TO HAVE ALL THE UTILITIES AND SERVICES LOCATED PRIOR TO ANY EXCAVATION.

CONTRACTOR SHALL SALVAGE ALL EXISTING LANDSCAPING AND STORE ON-SITE. CONTRACTOR SHALL RESTORE TO ORIGINAL CONDITIONS AND HAVE RESTORED LANDSCAPING APPROVED BY OWNER AND ENGINEER. THE WORK SHALL BE INCIDENTAL TO THE PROJECT COST.

PROJECT / SHEET TITLE:
CITY OF MADISON WATER SYSTEM IMPROVEMENTS - SEGMENT 3

NE 6TH STREET REMOVALS STA 30+75 TO STA 40+00

REV. DATE DESCRIPTION
1 8/31 6TH STREET SOUTH CURB & APPROACH ADDITIONAL IMPROVEMENTS

MADISON, SD



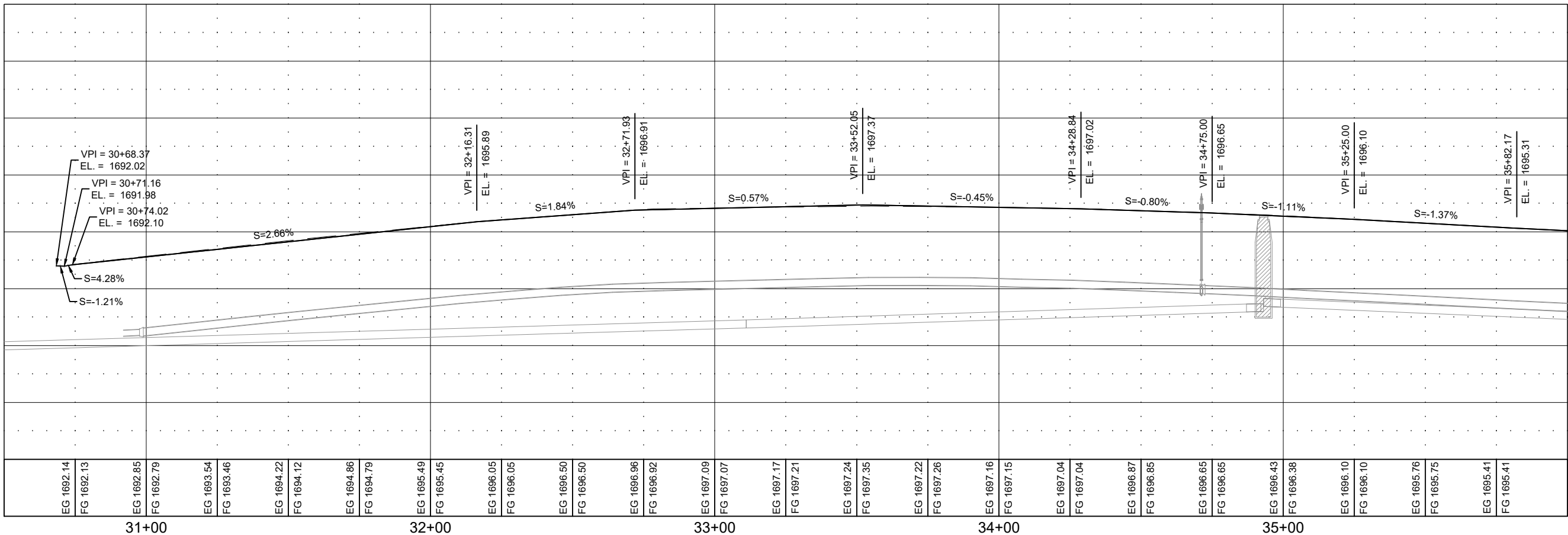
JOB No.: 23983.03
DATE: MAY 2023
ENG / ARCH: ASW
DESIGNER: SJG
TECHNICIAN: SS

SCALE REDUCTION BAR
0 1/2" 1"

SHEET No. :

H-4R

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4" ASPHALT CONCRETE PAVEMENT

4" CONCRETE SIDEWALK

6" CONCRETE SIDEWALK

6" CONCRETE PAVEMENT

B66 CONCRETE CURB & GUTTER

REINFORCED CONCRETE PAVEMENT

2" ASPHALT CONCRETE PAVEMENT

STORM SEWER JUNCTION BOX

DROP INLET

FIRE HYDRANT

ADA RAMP LANDING AREA (2% MAX SLOPE)

WATER VALVE

CURB STOPS

STORM MANHOLE

SANITARY MANHOLE

SURFACE DRAINAGE ARROW

MATCH LINE FOR QUANTITIES

TC EL: TOP OF CURB ELEVATION

ME: MATCH EXISTING

BCR: BEGIN CURB RADIUS

ECR: END OF CURB RADIUS

RAD: RADIUS

SW: SIDEWALK FINISH GRADE

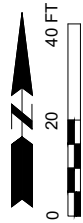
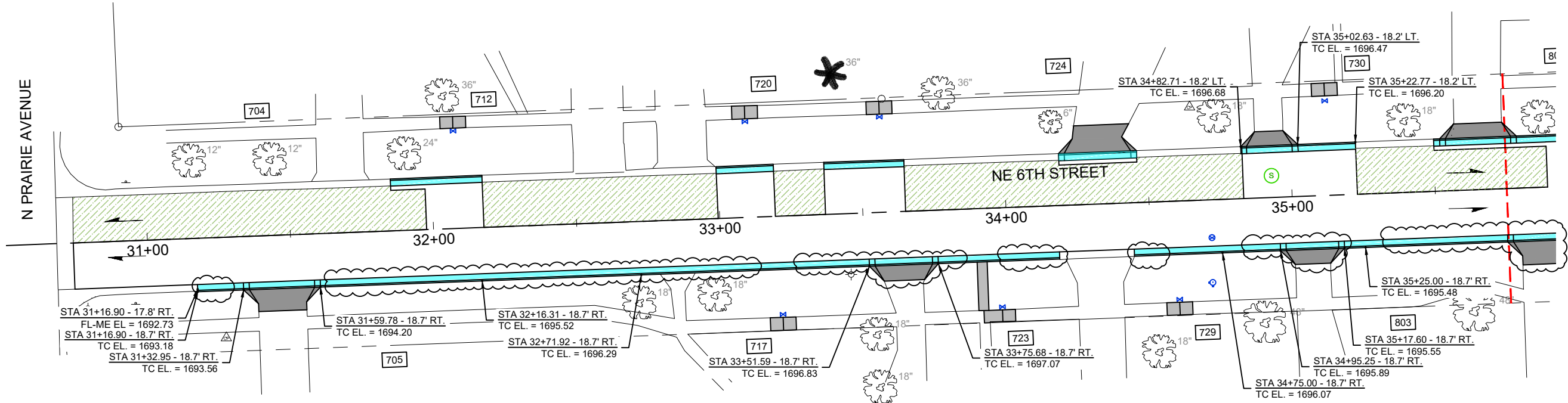
THEO: THEORETICAL

POV: POINT OF VALLEY GUTTER

FL: FLOW LINE

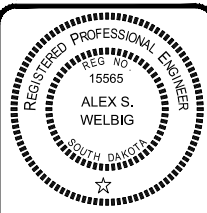
QUANTITIES	
660 TON	BASE COURSE
1097 SY	4" ASPHALT CONCRETE
681 SY	2" ASPHALT CONCRETE
604 LF	CONCRETE CURB & GUTTER
81 SY	PCC APPROACH PAVEMENT, 6" THICK
11238 SF	386 SF - 4" CONCRETE SIDEWALK
36 TON	CEMENT TREATED SUBGRADE
	PORTLAND CEMENT

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

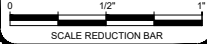


PROJECT / SHEET TITLE: CITY OF MADISON WATER SYSTEM IMPROVEMENTS - SEGMENT 3

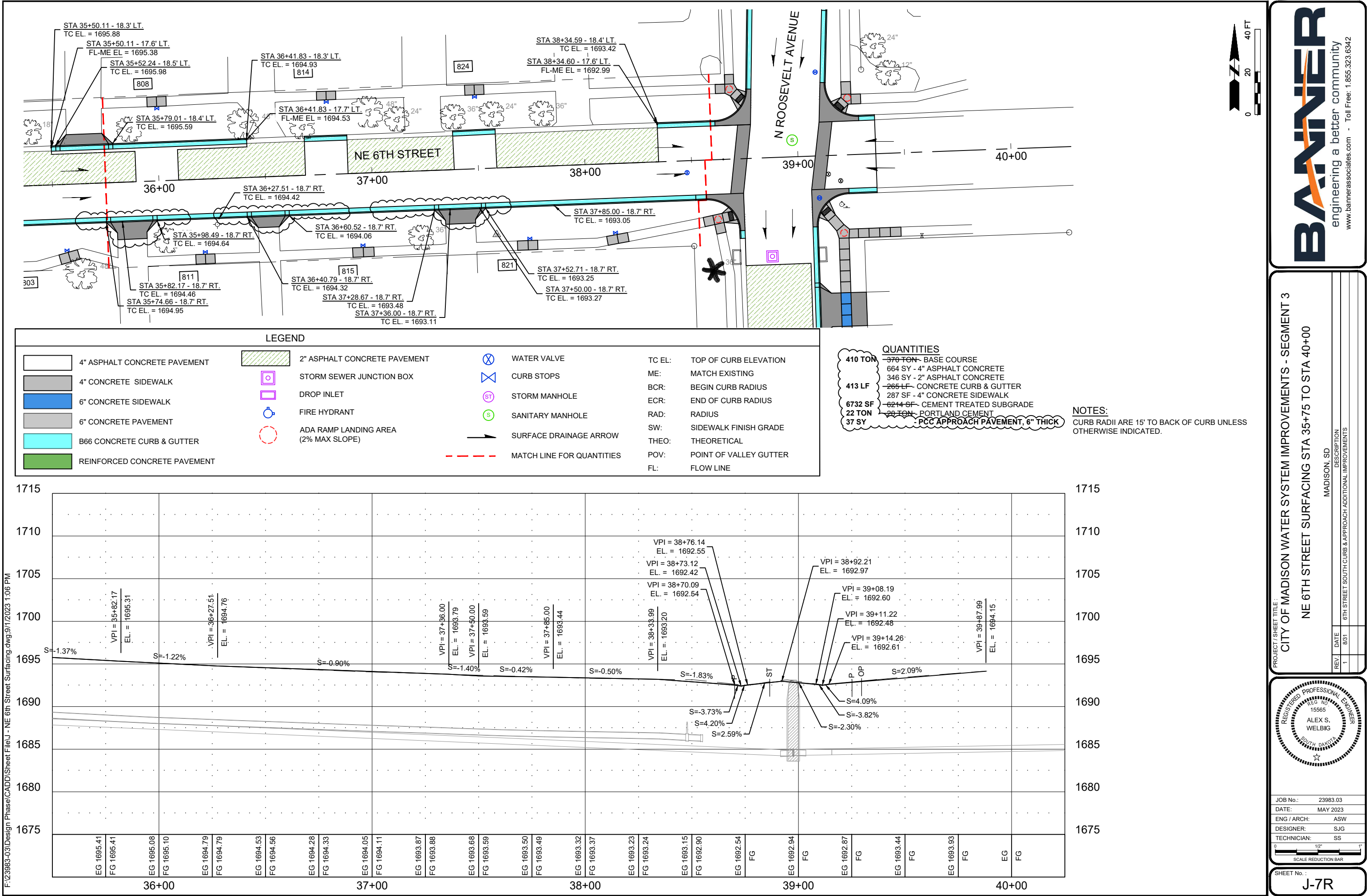
NE 6TH STREET SURFACING STA 30+75 TO STA 35+75



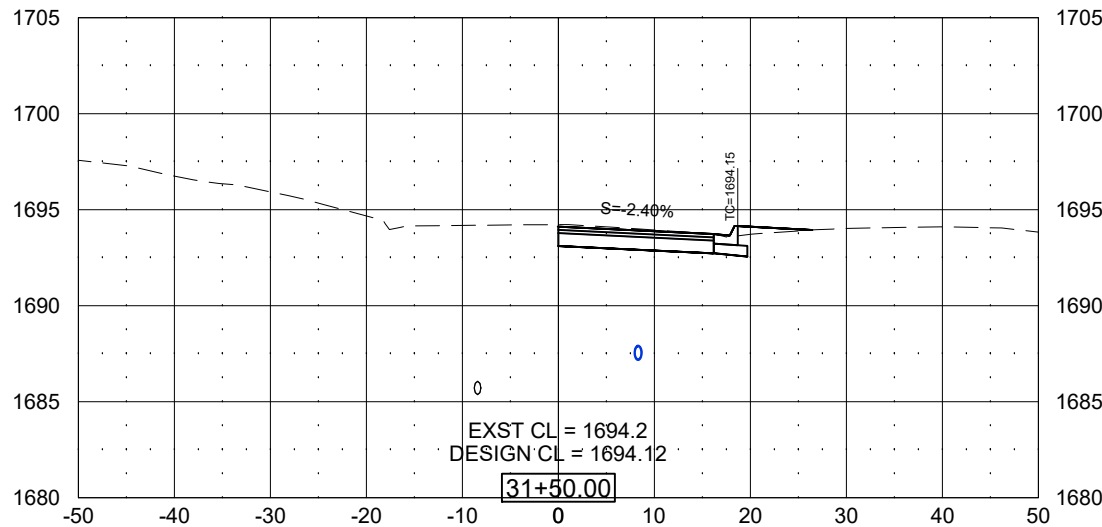
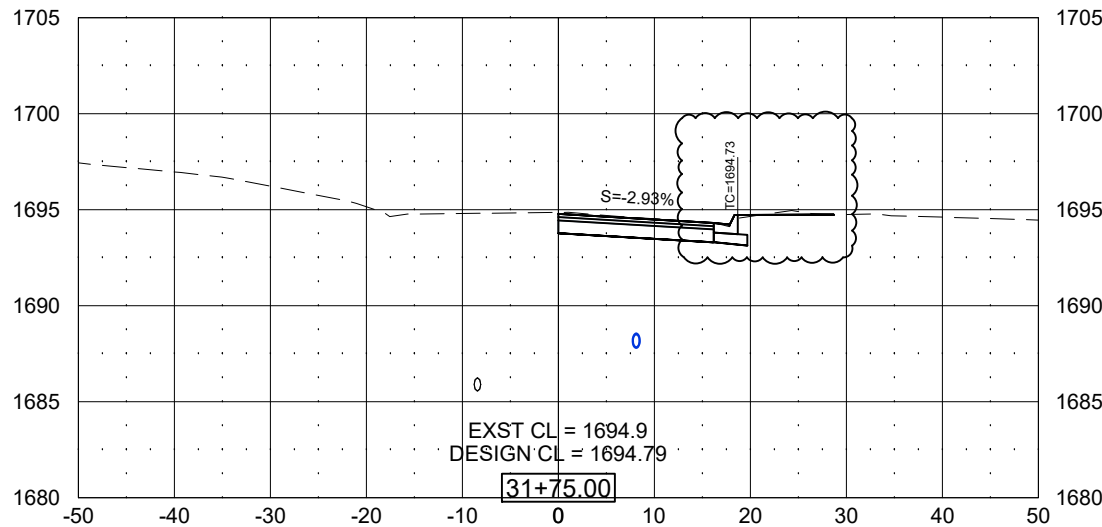
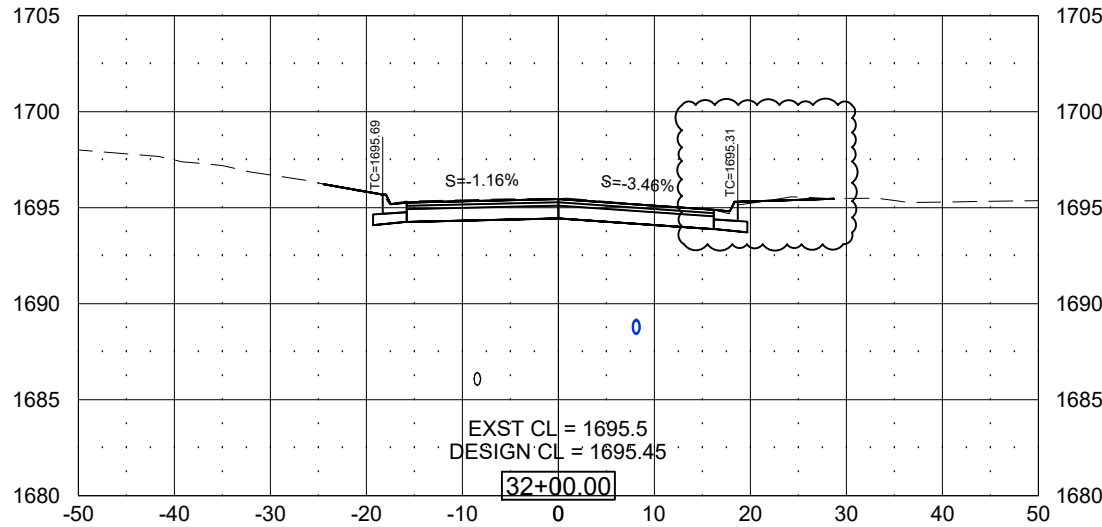
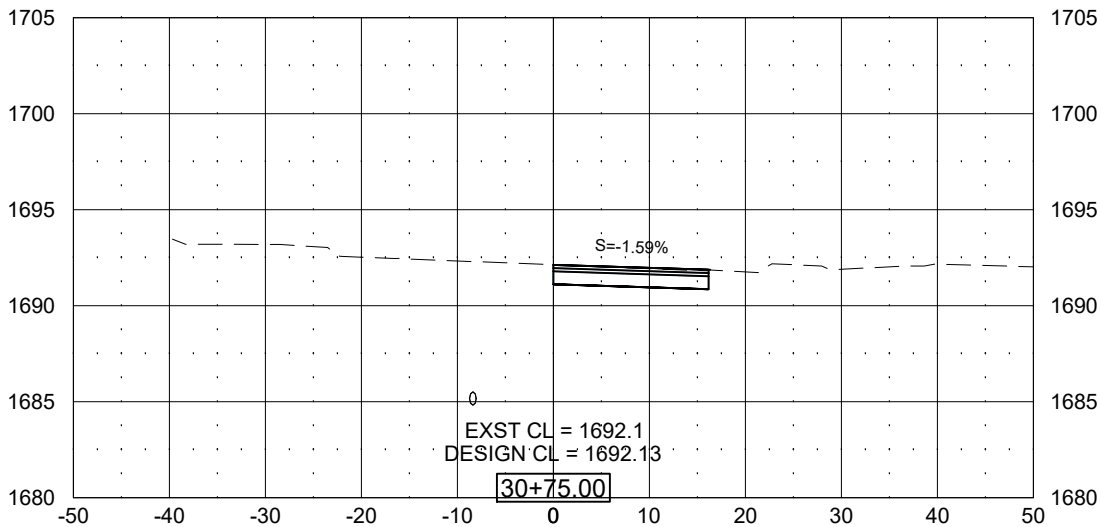
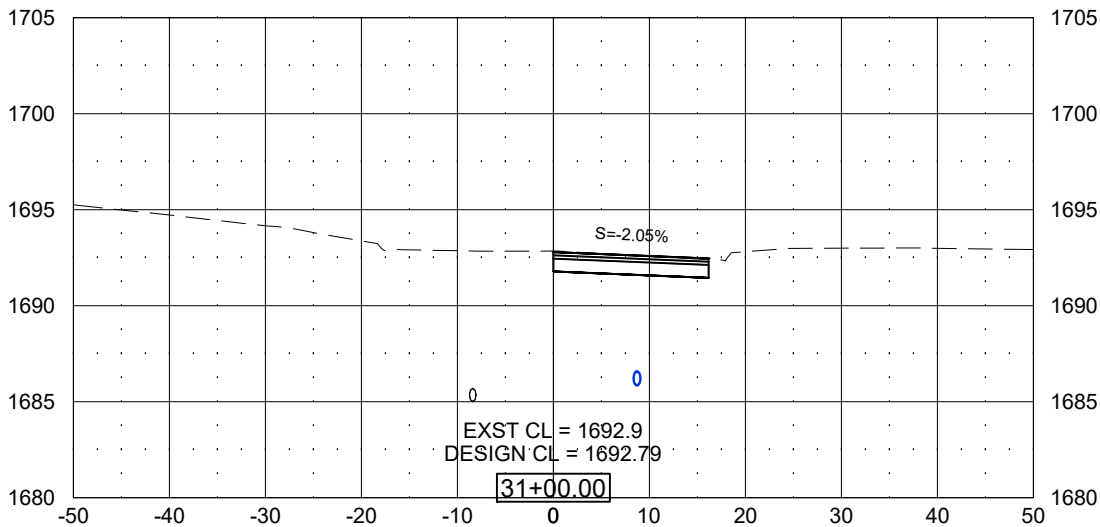
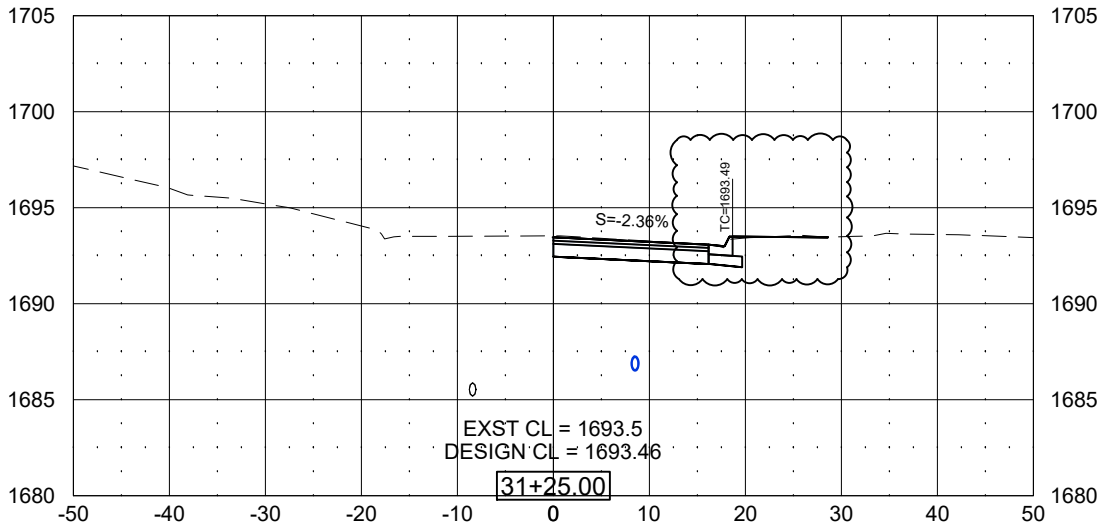
JOB No.: 23983.03
DATE: MAY 2023
ENG / ARCH: ASW
DESIGNER: SJG
TECHNICIAN: SS



SHEET No.: J-6R



FROM PRAIRIE AVENUE TO ROOSEVELT AVENUE



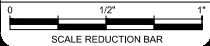
PROJECT / SHEET TITLE:
CITY OF MADISON WATER SYSTEM IMPROVEMENTS - SEGMENT 3

NE 6TH STREET CROSS SECTION STA 30+75 TO STA 32+00

REV.	DATE	DESCRIPTION
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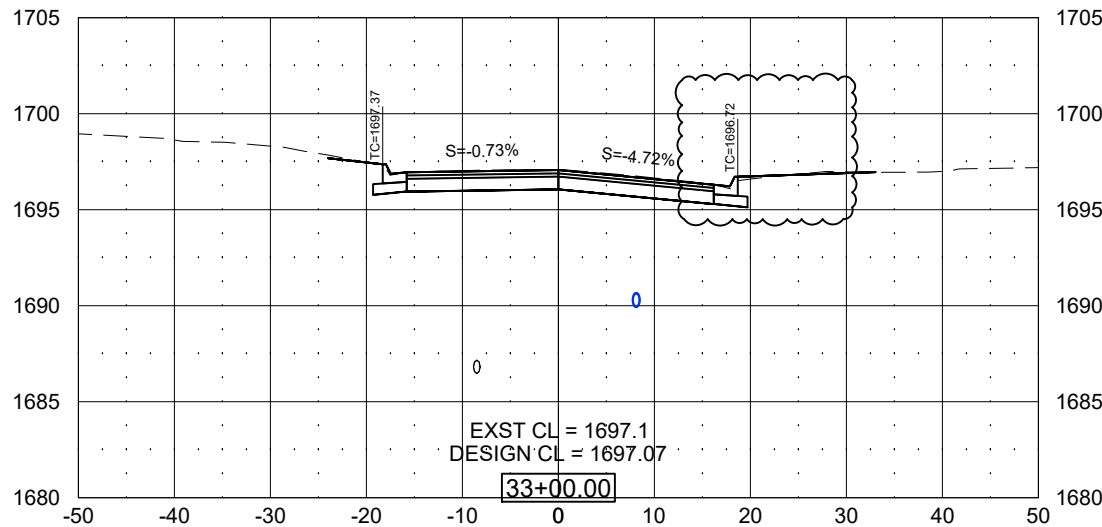
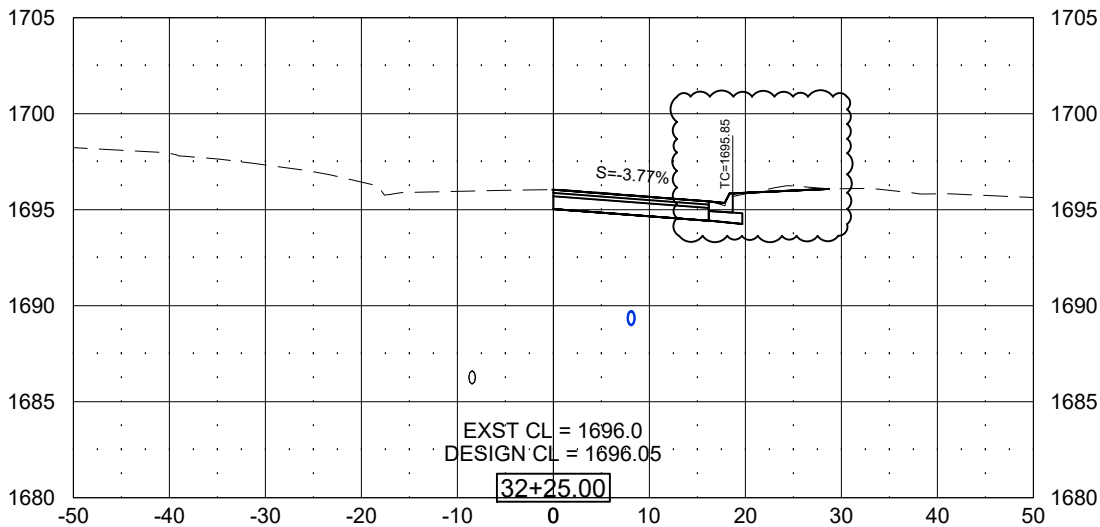
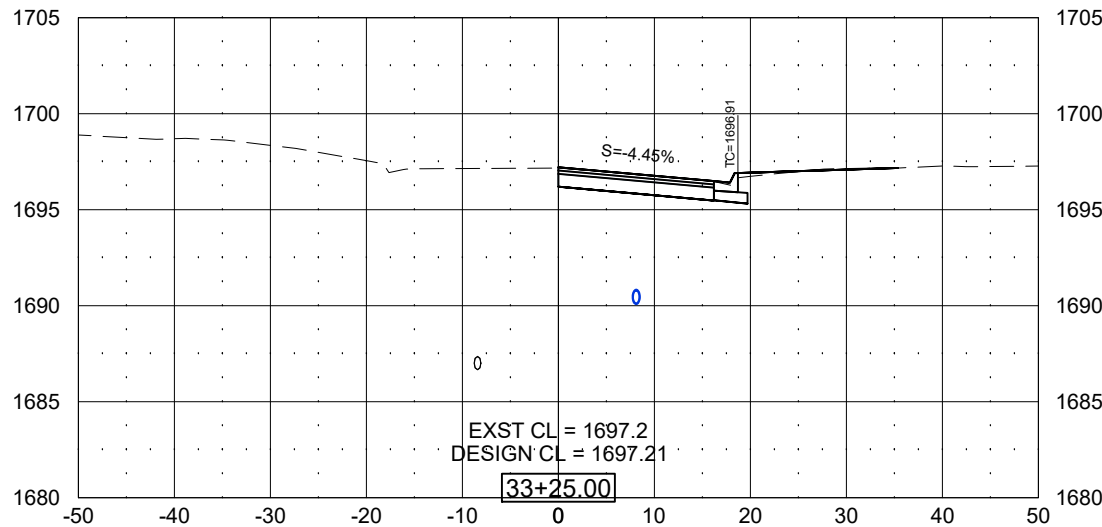
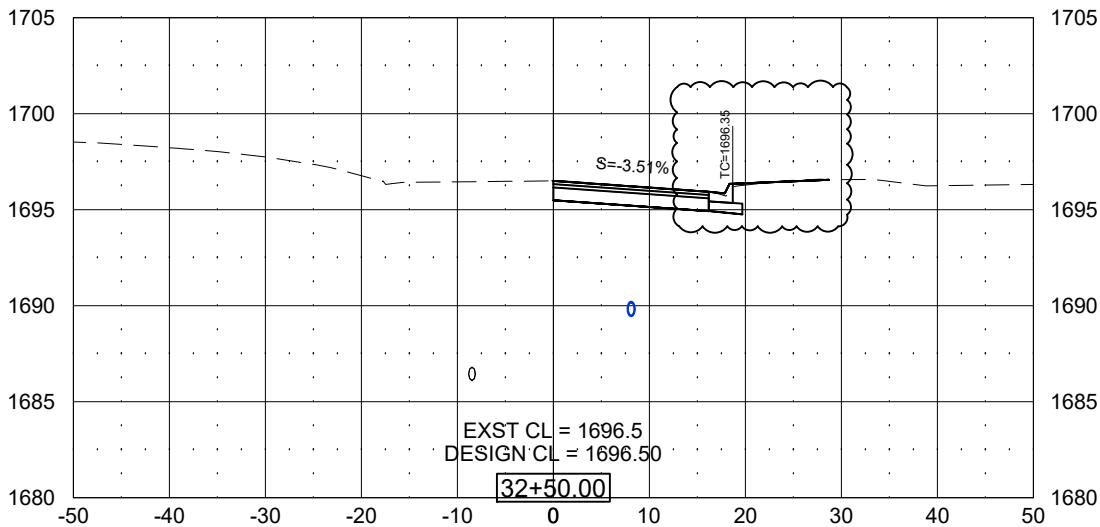
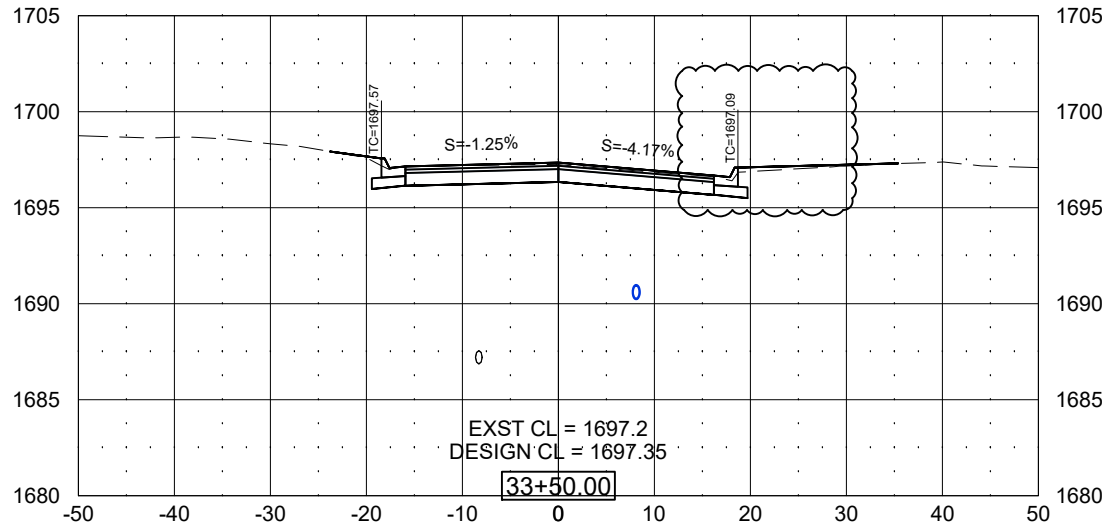
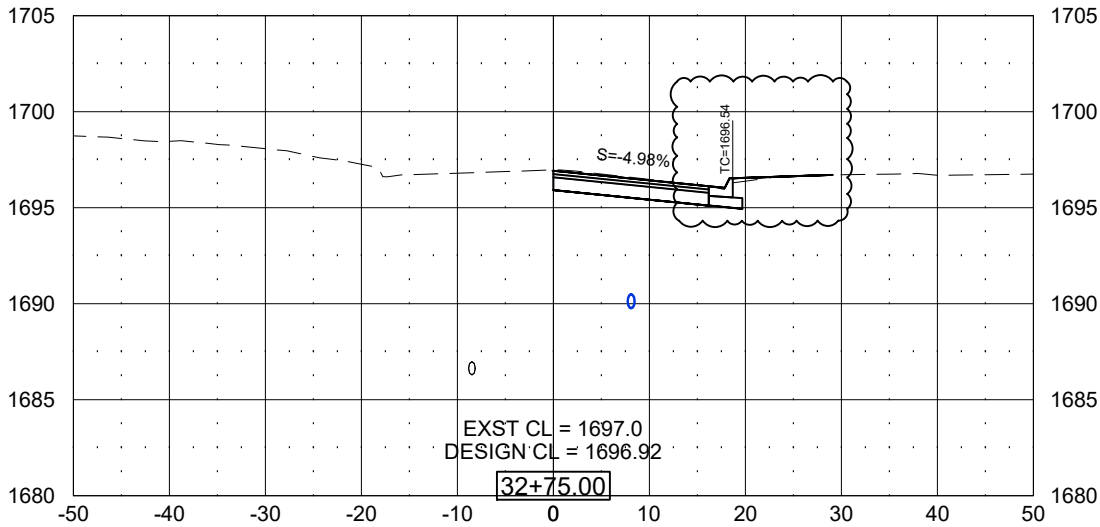


JOB No.:	23983.03
DATE:	MAY 2023
ENG / ARCH:	ASW
DESIGNER:	SJG
TECHNICIAN:	SS



SHEET No. :
M-14R

FROM PRAIRIE AVENUE TO ROOSEVELT AVENUE



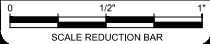
PROJECT / SHEET TITLE:
CITY OF MADISON WATER SYSTEM IMPROVEMENTS - SEGMENT 3

NE 6TH STREET CROSS SECTION STA 32+25 TO STA 33+50

REV.	DATE	DESCRIPTION
1	8/31	6TH STREET SOUTH CURB & APPROACH ADDITIONAL IMPROVEMENTS

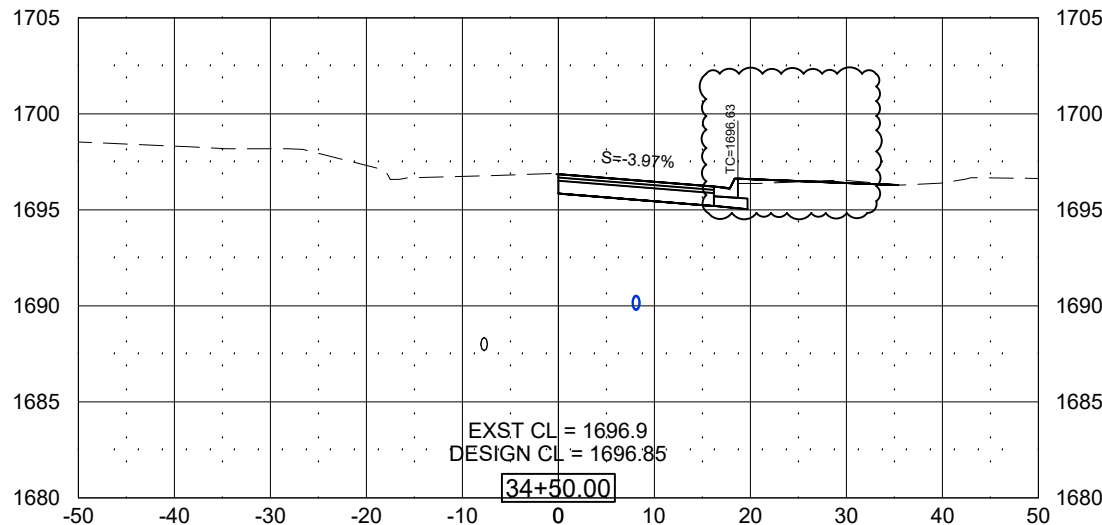
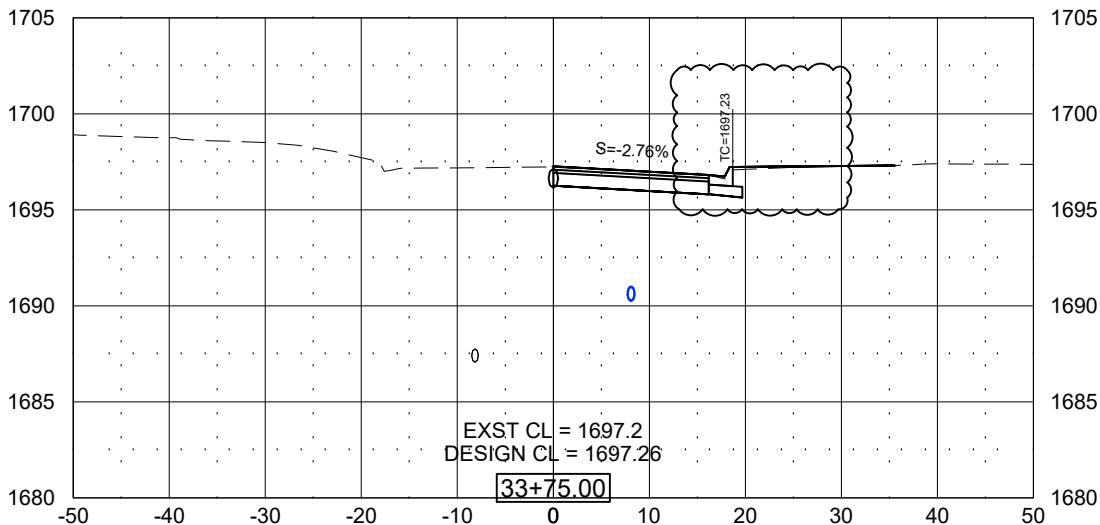
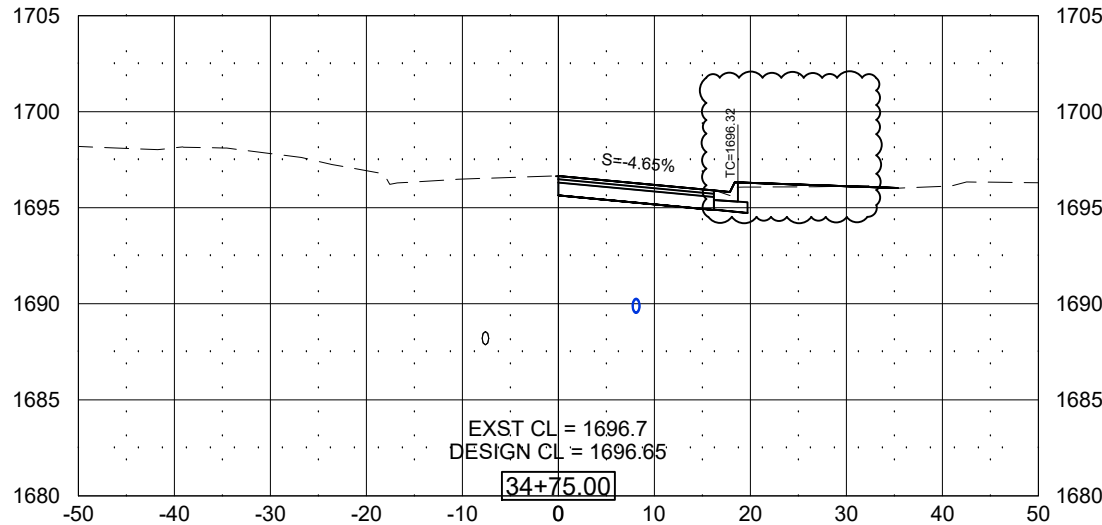
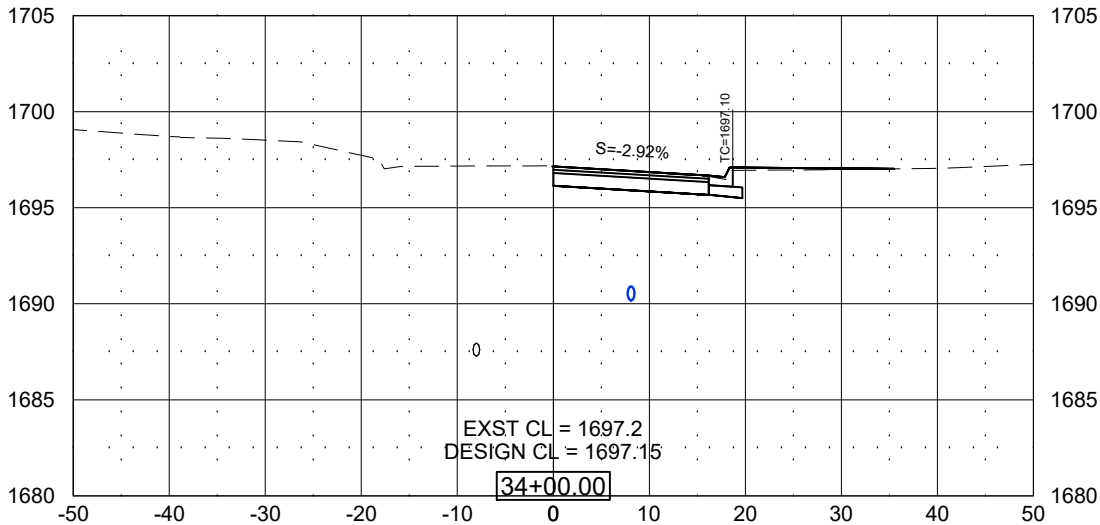
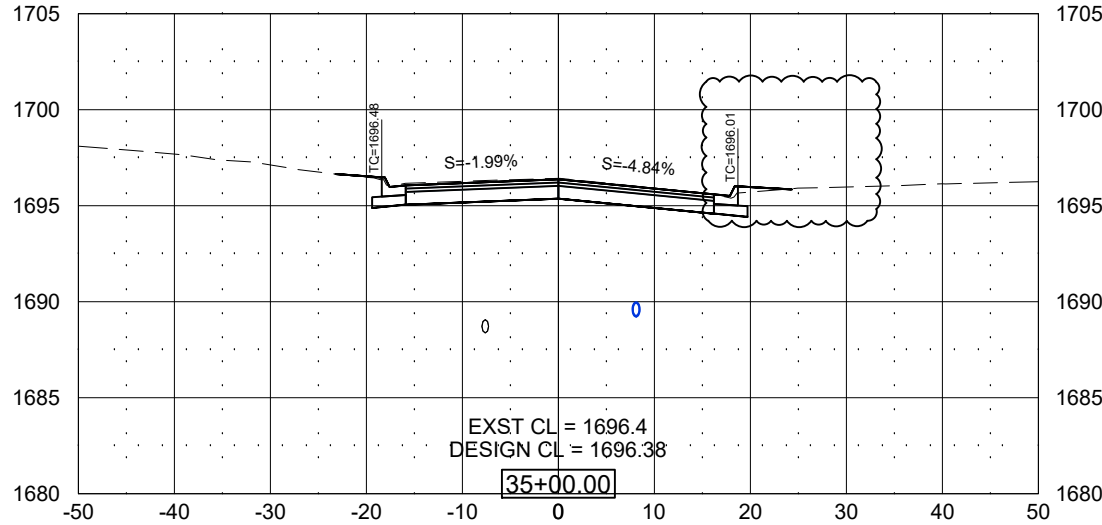
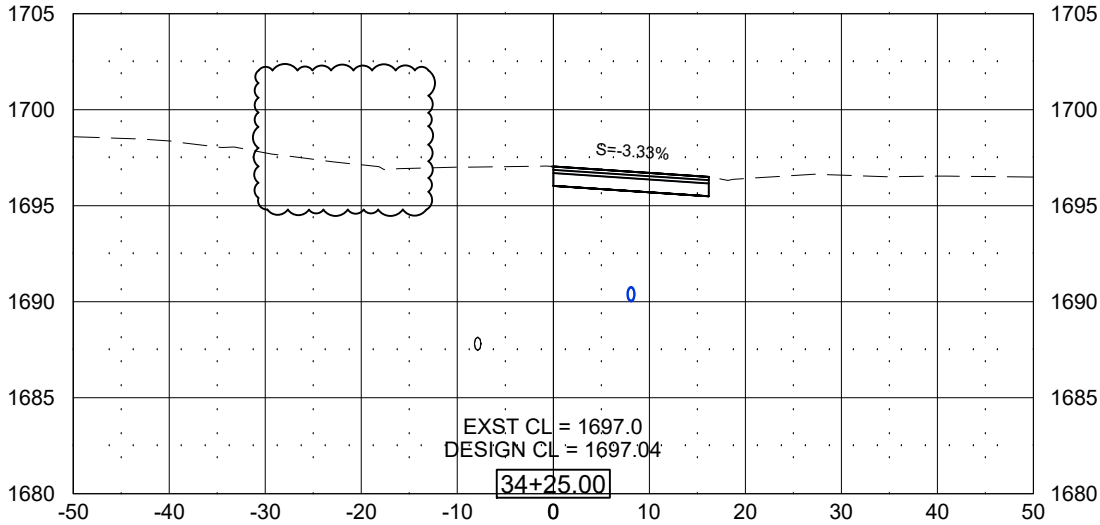


JOB No.:	23983.03
DATE:	MAY 2023
ENG / ARCH:	ASW
DESIGNER:	SJG
TECHNICIAN:	SS



SHEET No. :
M-15R

FROM PRAIRIE AVENUE TO ROOSEVELT AVENUE



PROJECT / SHEET TITLE:
CITY OF MADISON WATER SYSTEM IMPROVEMENTS - SEGMENT 3

NE 6TH STREET CROSS SECTION STA 33+75 TO STA 35+00

REV.	DATE	DESCRIPTION
1	8/31	6TH STREET SOUTH CURB & APPROACH ADDITIONAL IMPROVEMENTS

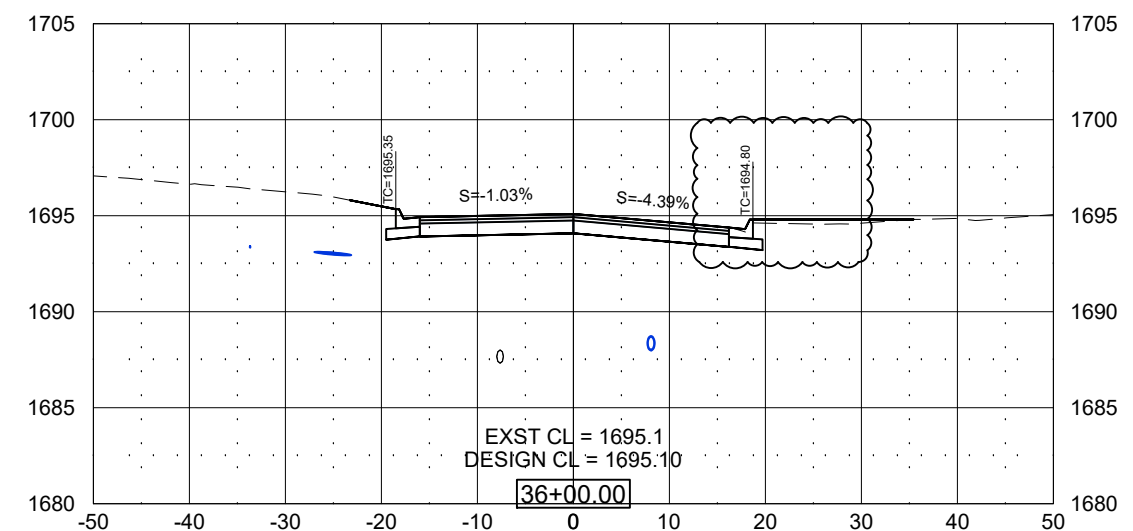
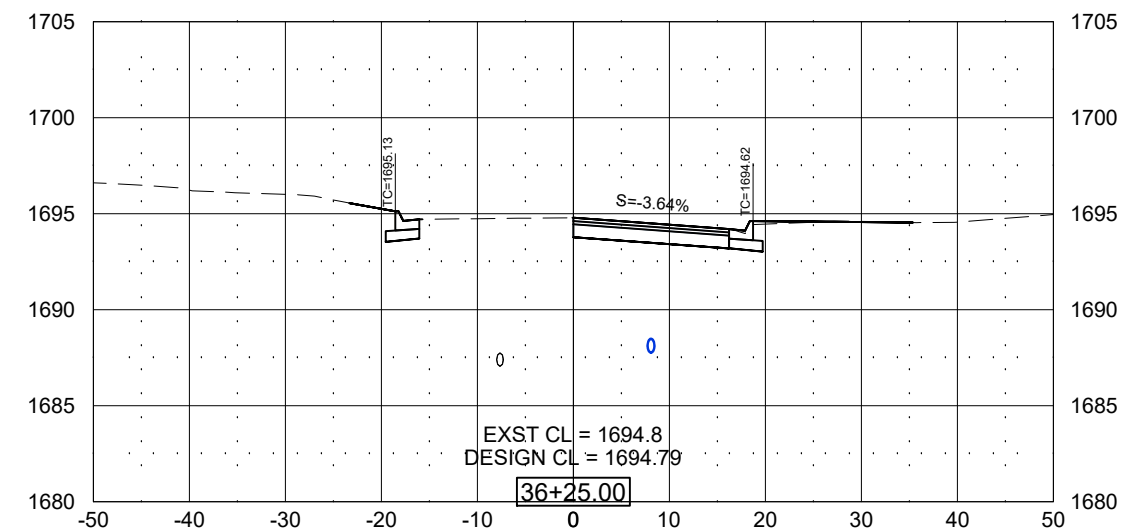
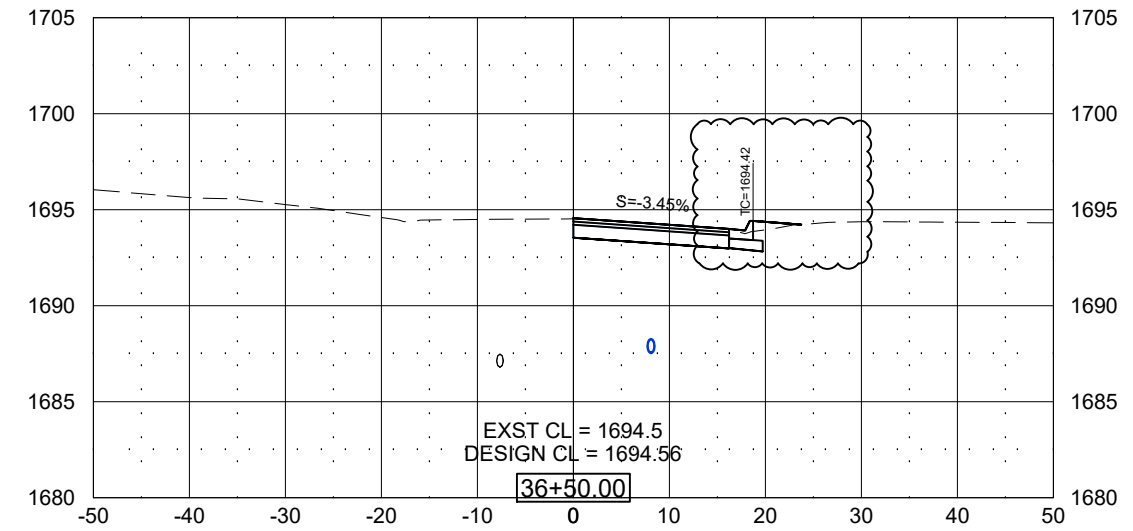


JOB No.:	23983.03
DATE:	MAY 2023
ENG / ARCH:	ASW
DESIGNER:	SJG
TECHNICIAN:	SS



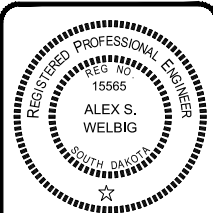
SHEET No. :
M-16R

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PROJECT / SHEET TITLE :
CITY OF MADISON WATER SYSTEM IMPROVEMENTS - SEGMENT 3

REV.	DATE	DESCRIPTION
1	8/31	6TH STREET SOUTH CURB & APPROACH ADDITIONAL IMPROVEMENTS



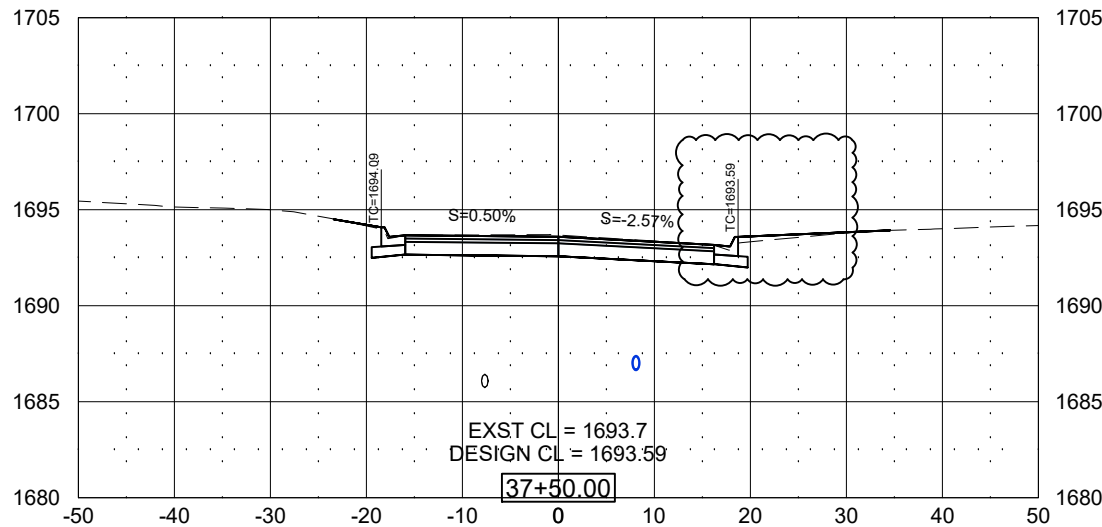
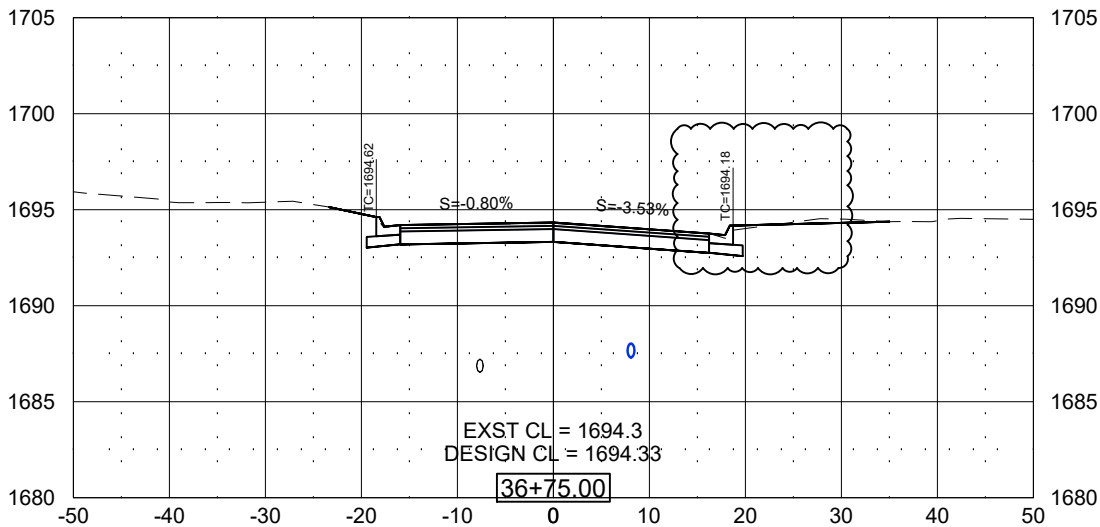
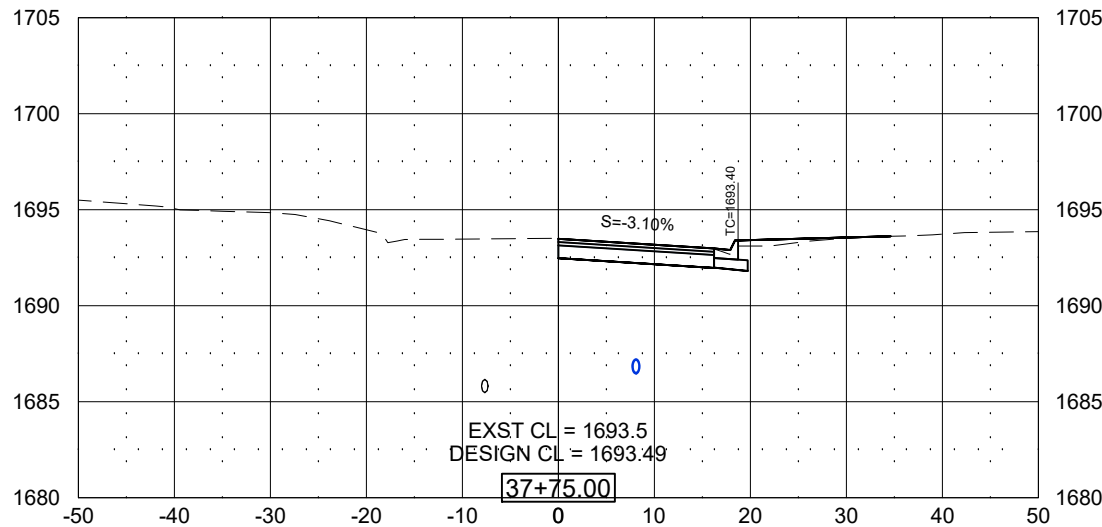
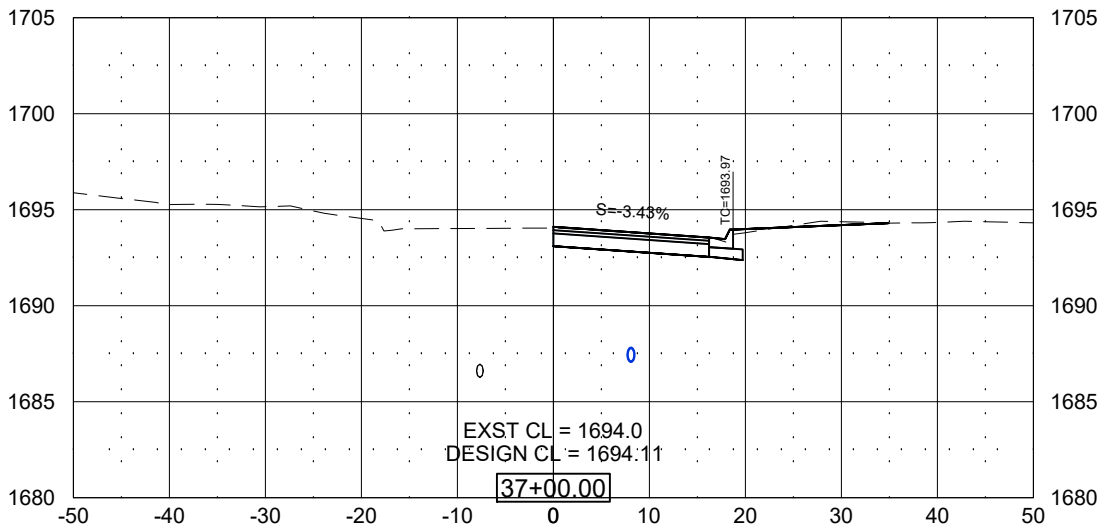
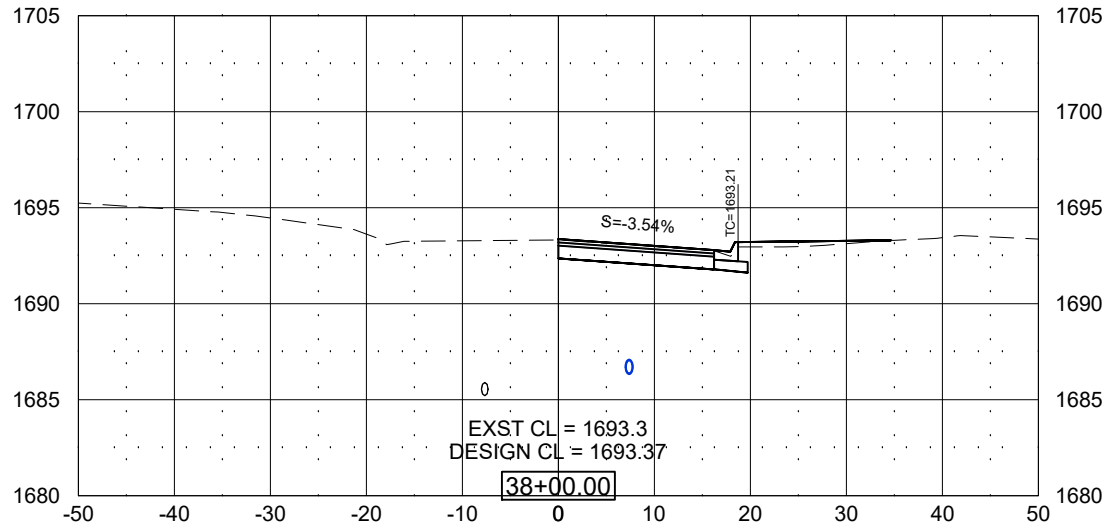
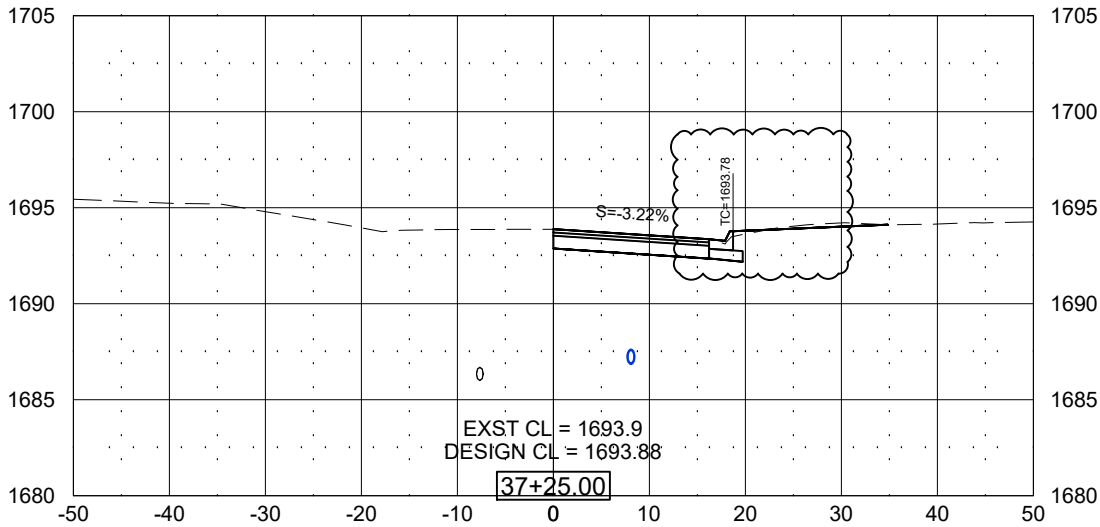
JOB No.:	23983.03
DATE:	MAY 2023
ENG / ARCH:	ASW
DESIGNER:	SJG
TECHNICIAN:	SS

0 1/2" 1"

SCALE REDUCTION BAR

SHEET No. :
M-17R

FROM PRAIRIE AVENUE TO ROOSEVELT AVENUE



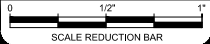
PROJECT / SHEET TITLE:
CITY OF MADISON WATER SYSTEM IMPROVEMENTS - SEGMENT 3

NE 6TH STREET CROSS SECTION STA 36+75 TO STA 38+00

REV.	DATE	DESCRIPTION
1	8/31	6TH STREET SOUTH CURB & APPROACH ADDITIONAL IMPROVEMENTS

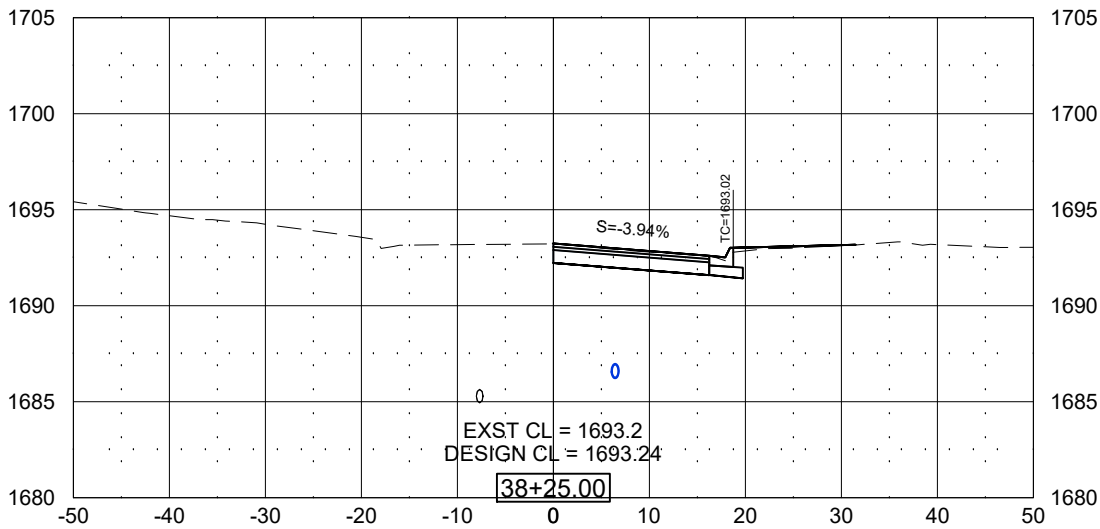
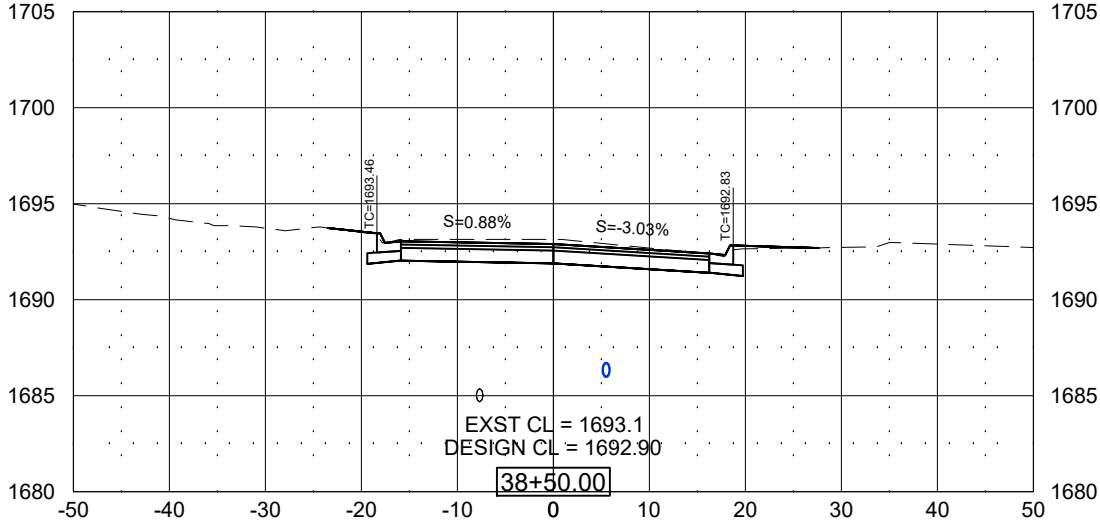


JOB No.:	23983.03
DATE:	MAY 2023
ENG / ARCH:	ASW
DESIGNER:	SJG
TECHNICIAN:	SS



SHEET No. :
M-18R

FROM PRAIRIE AVENUE TO ROOSEVELT AVENUE



PROJECT / SHEET TITLE:		CITY OF MADISON WATER SYSTEM IMPROVEMENTS - SEGMENT 3	
		NE 6TH STREET CROSS SECTION STA 38+25 TO STA 38+50	
REV.	DATE	MADISON, SD	
		DESCRIPTION	



JOB No.:	23983.03
DATE:	MAY 2023
ENG / ARCH:	ASW
DESIGNER:	SJG
TECHNICIAN:	SS
0 1/2" 1"	
SCALE REDUCTION BAR	

SHEET No. :
M-19R

Date of Issuance: 9/25/2023 Effective Date: 9/25/2023
Owner: City of Madison Owner's Contract No.:
Contractor: Prunty Construction Co. Inc. Contractor's Project No.:
Engineer: Banner Associates, Inc. Engineer's Project No.: 23983.03
Project: Madison Water System Imp. – Seg 3 Contract Name: NW 9th Street

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: NA Underground Utility Sheets J-6R, J-7R
Specification(s) Drawing(s) / Detail(s)

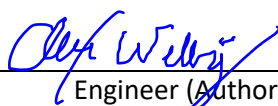
The attached plan sheets depict hatched cutout areas on NE 6th Street Ave between N Prairie Ave & N Roosevelt Ave that will have an updated typical section in lieu of the originally planned cement treated subgrade. Where the areas include curb replacement, the section will extend 1' behind the curb.

- The updated typical section of the magenta hatched areas will be geotextile fabric with 8" of base course. Any areas that are hatched in green were determined to be unstable in the field and required digouts, which were 8" deep and additional subbase foundation aggregate installed. Updated quantities for these locations are below.

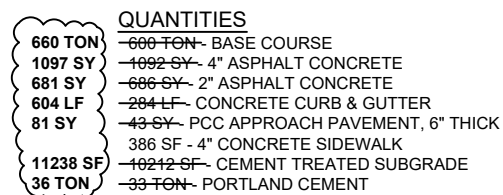
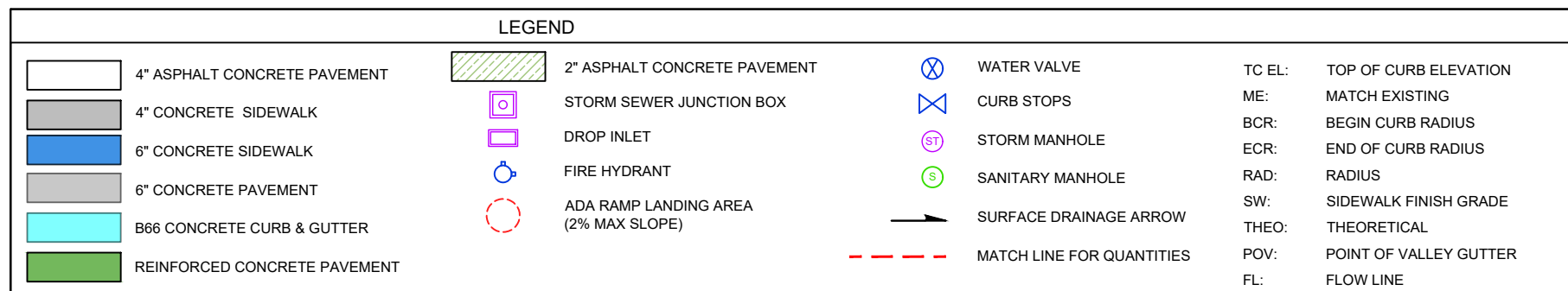
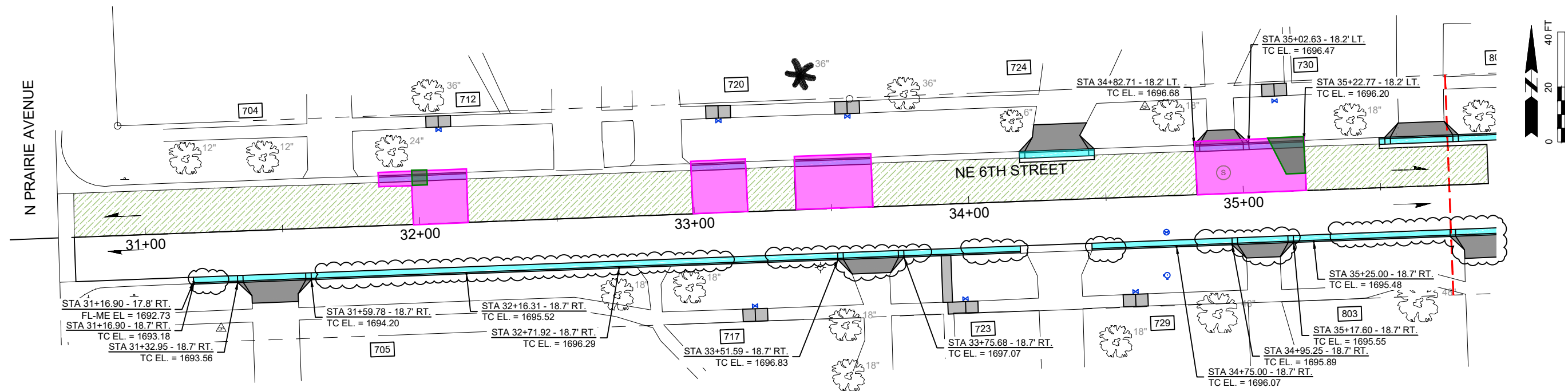
<u>Increase Quantity of Existing Bid Items:</u>		
Geotextile Fabric – 366 SqYd	Subbase Foundation Aggregate - 23 Ton	Unclassified Excavation, Digouts – 11 CuYd

<u>Decrease Quantity of Existing Bid Items:</u>		
Cement Treated Subgrade - 3292 SqFt	Portland Cement – 11 Ton	

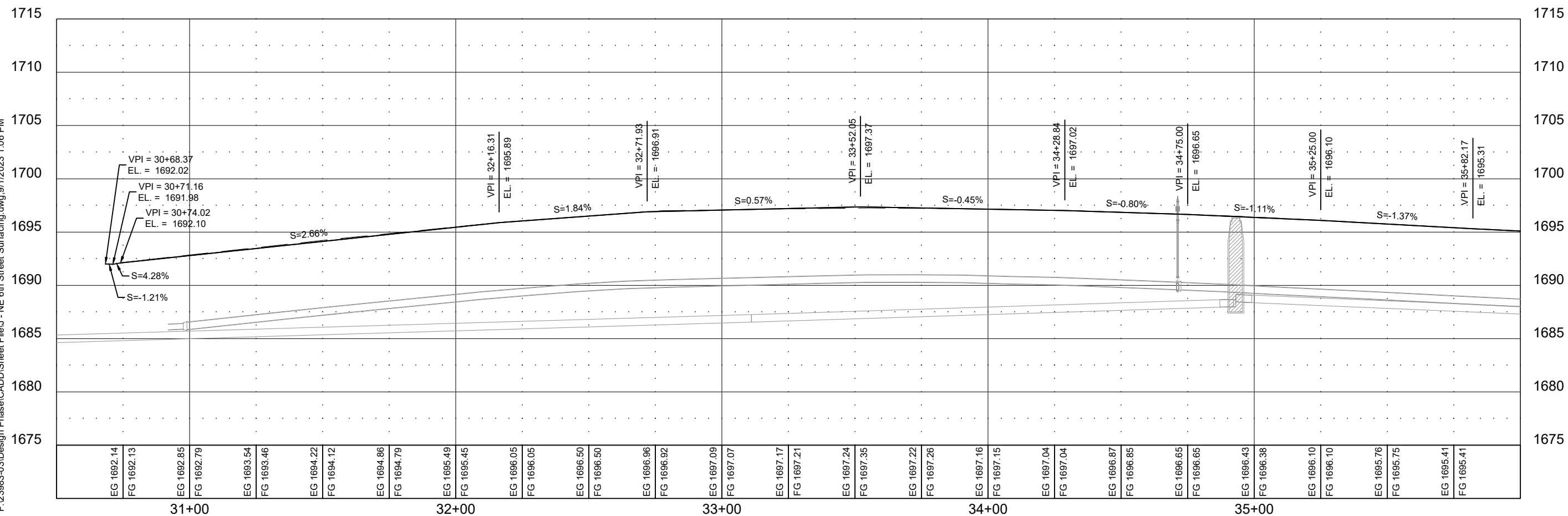
Attachments:
Sheet J-6R
Sheet J-7R

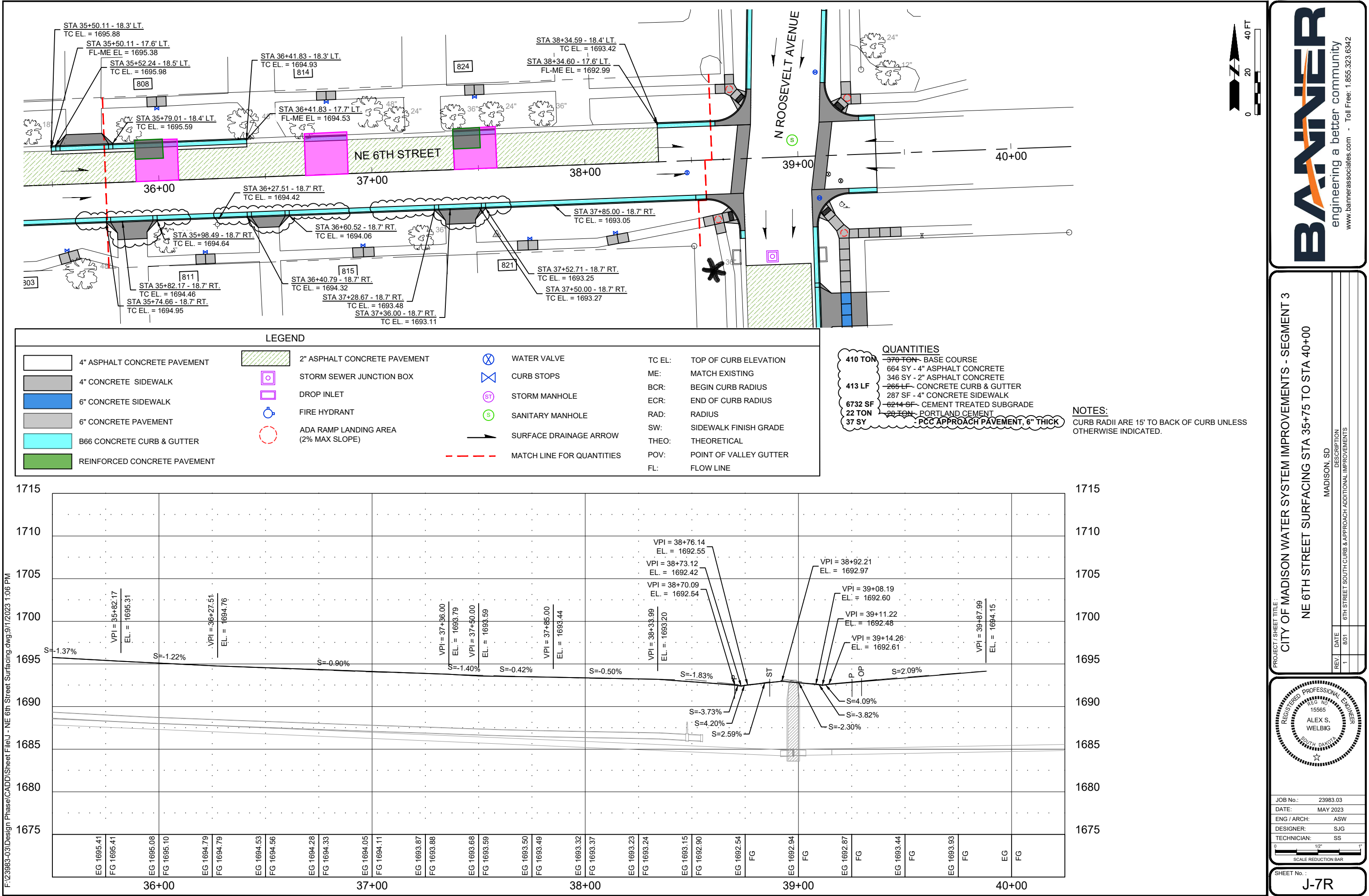
ISSUED: By: <u></u> Engineer (Authorized Signature) Title: <u>Project Engineer</u> Date: <u>9/25/2023</u>	RECEIVED: By: _____ Contractor (Authorized Signature) Title: _____ Date: _____
--	--

Copy to: City of Madison



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





CHANGE ORDER NO.: 1

Owner:	City of Madison	Owner's Project No.:	NA
Engineer:	Banner Associates, Inc.	Engineer's Project No.:	23983.03
Contractor:	Prunty Construction Co., Inc.	Contractor's Project No.:	NA
Project:	Water System Improvements – Segment 3		
Contract Name:	Madison Water System Improvements – Segment 3		
Date Issued:	December 14, 2023	Effective Date of Change Order:	December 13, 2023

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

Description:

1. **RFP #1:** Adding an additional Type 2, 4'x4' Junction box at 6th Street & Roosevelt Ave. Document is attached. Resulting change in cost of \$12,095.00.
2. **RFP #2:** Adding bid items for 5" asphalt concrete for 3rd Street paving and repair of the storm sewer on Roosevelt Ave between 6th Street and 7th Street. Document is attached. Resulting change in cost of \$1,757.28.
3. **RFP #3:** Adding bid items for necessary work to rehabilitate the storm drop inlet at the southeast corner of 6th Street & Roosevelt Ave. Document is attached. Resulting change in cost of \$4,050.50.
4. **FO #1:** Adjustment of the typical roadway section on Roosevelt Ave between 5th Street and 7th Street. 5th Street intersection was too small of a patch for cement treated subgrade to be feasible, so subbase foundation aggregate with geotextile fabric was the best alternative. The existing storm sewer on Roosevelt Ave from 6th Street north was much more shallow than initially planned, so the typical section was modified. Document is attached. Added cost is \$9,352.00 and reduced cost is \$3,898.80. This results in a net change cost of \$5,453.20.
5. **FO #2:** Removing adjustment of junction box and installation of frame and cover at 5th Street & Roosevelt Ave intersection. Document is attached. This results in a net change cost of \$1,600.00.
6. **FO #3:** Addition of concrete approach at 724 NE 6th Street. Document is attached. This results in a net change cost of \$3,583.75.
7. **FO #4:** Addition of curb & gutter on south side of 6th Street. After negotiations with Prunty, they agreed to cover a portion of the work themselves due to damages to the existing curb while the City of Madison would cover the rest. Document is attached. This results in a net change cost of \$12,725.60.
8. **FO #5:** Adjustment to typical roadway section on 6th Street at each service cutout on the north side of the street. Performing cement stabilization in these patches was not feasible so an updated typical section was provided. Document is attached. Added cost is \$2,898.50 and reduced cost is \$5,441.80. This results in a net change cost of \$2,543.30.

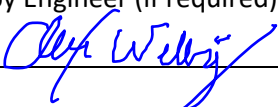
The total cost of modifications in this change order for the seven items summarized above are as follows:

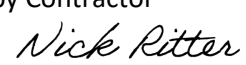
Item	Description	Amount
1	RFP #1	\$12,095.00
2	RFP #2	\$1,757.28
3	RFP #3	\$4,050.50
4	FO #1	\$5,453.20
5	FO #2	(\$1,600.00)
6	FO #3	\$3,583.75
7	FO #4	\$12,725.60
8	FO #5	(\$2,543.30)
	Net Change	\$35,522.03

Attachments:

RFP#1
RFP #2
RFP #3
Field Order #1
Field Order #3
Field Order #4
Field Order #5

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 2,760,390.90		Substantial Completion:	August 5, 2024
		Ready for final payment:	September 24, 2024
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. []:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. []:	
\$ N/A		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 2,760,390.90		Substantial Completion:	August 5, 2024
		Ready for final payment:	September 24, 2024
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 35,522.03		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 2,795,912.93		Substantial Completion:	August 5, 2024
		Ready for final payment:	September 24, 2024

Recommended by Engineer (if required)
 By: Alex Welbig 
 Title: Project Engineer
 Date: December 14, 2023

Accepted by Contractor
 Nick Ritter 
 Vice President
 December 15, 2023

Date of Issuance: 12/11/2023 Effective Date: 12/18/2023
Owner: City of Madison Owner's Contract No.:
Contractor: Halme, Inc. Contractor's Project No.:
Engineer: Banner Associates, Inc. Engineer's Project No.: 22831.00
Project: Madison Water System Improvements Phase 2A Contract Name: Bid Sched 1

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

Description: Additional work to complete roadway reconstruction on N Summit Ave and N Lincoln Ave (NW Energy Claim)

Attachments: Additional Work Response Letter

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [Interim and Substantial Completion Date Change]
Original Contract Price: \$ 5,949,410.75	Original Contract Times: Substantial Completion: <u>October 1, 2022</u> Ready for Final Payment: <u>November 15, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : \$ 148,270.50	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : Substantial Completion: <u>December 8, 2022</u> Ready for Final Payment: <u>November 15, 2022</u> days
Contract Price prior to this Change Order: \$ 6,097,681.25	Contract Times prior to this Change Order: Substantial Completion: <u>Same as above</u> Ready for Final Payment: <u>Same as above</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 8,400.00	[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: \$ 6,106,081.25	Contract Times with all approved Change Orders: Substantial Completion: <u>Same as above</u> Ready for Final Payment: <u>Same as above</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)			Contractor (Authorized Signature)	
Title: <u>Prime Professional</u>	Title: <u>Mayor</u>			Title: <u>Project Manager</u>	
Date: _____	Dat: _____			Dat: <u>12/14/2023</u>	

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



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

3/18/2022

Halme, Inc
Attn: Jonathan Kaski
45335 SD Hwy 28
Lake Norden, SD 57248

RE: Madison Water System Improvements Phase 2A – Northwestern Energy Delay Claim

Mr. Kaski:

I am writing this letter on behalf of the City of Madison in response to the claim for additional payment due to utility relocation delays on the above referenced project.

The information presented to the City of Madison for this claim includes:

- Work log from the dates of 7/19/2021 to 10/29/2021.
- Invoice associated with costs due to the delay dated 10/29/2021
- Proposed Schedule showing asphalt surfacing completion on Lincoln Ave by 11/5/2021
- Work log breakdown identifying labor and equipment hours for the duration of work performed on Summit Ave (3rd to 5th St) and Lincoln Ave (5th to 7th St), received 1/26/2021

I have included the information listed, as an attachment to this letter.

The information presented indicates that a majority of the claim for delay costs is related to the roadway reconstruction work.

Reviewing the project work log, roadway reconstruction efforts took place on Summit Ave (3rd St to 5th St) between the dates of 10/4/2021 to 10/18/2021 for a total duration of 11 days. The utility conflicts resulted in Northwestern Energy needing to lower 5 gas service lines. Halme provided the excavation/trenching for the service lowering. This lowering work was performed over the course of 2 days

Roadway reconstruction efforts took place on Lincoln Ave (5th St to 7th St) between the dates of 10/19/2021 to 11/1/2021 for a total duration of 7 days. The utility conflicts resulted in Northwestern Energy needing to lower 1 gas main crossing and 2 gas service crossings. The gas main lowering was performed by boring, and Halme provided the excavation/trenching for the service lowering. This lowering work was performed over the course of 2 days.

Paving was finished on Summit Ave from 3rd St to 5th St on 11/9/2021

Temporary Surfacing was completed on Lincoln Ave from 5th St to 7th St on 11/23/2021



Page 2

The City of Madison has reviewed the information provided for this claim and the City Commission has approved \$8,400 in compensation for the additional work that took place on the project. The remainder of delay claims due to utility relocation delays including temporary surfacing have been denied. Proactive measures were included for utility locates in the contract to compensate the contractor for identifying conflicts. Furthermore, the general notes of the construction plans identify the Contractor as the responsible party for coordinating relocations of the utilities. Also stated is "no payment shall be made unless specified in the contract". Please review the approved compensation and provide a response of acceptance or denial.

Sincerely,

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

Weston J. Blasius, PE

Banner Associates, Inc.

Attachments:

- Work log from the dates of 7/19/2021 to 10/29/2021.
- Invoice associated with costs due to the delay dated 10/29/2021
- Proposed Schedule showing asphalt surfacing completion on Lincoln Ave by 11/5/2021
- Work log breakdown identifying labor and equipment hours for the duration of work performed on Summit Ave (3rd to 5th St) and Lincoln Ave (5th to 7th St), received 1/26/2021

Cc:

Halme, Inc. – Jonathan Kaski, Brian Halme, Greg Kulseth (email)

City of Madison – Ryan Hegg, Brad Lawrence, Jameson Berreth (email)

Banner Associates, Inc. – Pat Carey, Cedric Hay (email)

Madison Water Improvement Phase 2 Schedule 1

Northwestern Delay

7/19/2021: Greg Kulseth (Halme, Inc. Supervisor) made contact with Sid from Northwestern Energy regarding the gas main in the way of storm sewer boxes at summit and 3rd intersection. This took place before any millings, removals, etc. He made the contact to initiate moving the gas line and Banner Engineering approved of the need to relocate it.

8/10/2021: Halme, Inc. started pulling up millings and removals on Summit from 5th to 3rd.

8/19/2021: Halme, Inc. started on watermain on summit. Northwestern had their gas line killed going through the intersection and bypass line set up. At this time, the schedule would have allowed Rounds to start with subgrade excavation on Summit Ave on 9/27/2021 and paving to start on Summit Ave on 10/20/2021. Also, the schedule was to start on removals on Lincoln on 9/6/2021 and install utilities on 9/13/2021.

8/25/2021: Halme, Inc. vacced and verified utility locations and depths on Summit where sanitary goes. Greg contacted Sid with Northwestern a few days after they were verified and let him know of the services north of Summit and 4th that they were shallow. Greg also mentioned to Northwestern that 1 or 2 north services would need lowered, but that they hadn't shot an elevation on them. Only verified elevation in trenches, not where Halme, Inc. wasn't digging.

9/1/2021: Halme, Inc. crossed the gas service to church with sanitary. They found out it came up and over storms. Northwestern was made aware. Then Halme, Inc. had to take extra precautions keeping extra dirt on top of it so as not to damage the gas line laying on top of the storm sewer pipe that was right at top of grade.

9/14/2021: Halme, Inc. was working on storm sewer inlets between 3rd and 4th on Summit and found the gas main was inside the flow line of storm elevation. Again, Greg contacted Sid and they assisted him in lowering it so they could install storm. He couldn't help Halme, Inc. do it that day so they had to abandon that task and come back to it a few days later.

9/20/2021: Halme, Inc. started milling and removals on Lincoln Ave.

9/24/2021: Halme, Inc. vacced and verified all utilities on Lincoln. Found that all gas services that cross road from 5th to 6th are very shallow. Greg talked with Keith at Northwestern about these, and made it clear they will all need to be relocated. Halme, Inc had Rounds scheduled to start subgrade excavation on 10/11/2021 with paving to start on 11/3/2021.

9/27/2021: Halme, Inc. started on watermain on Lincoln from 5th to 7th. They found a gas service right at 5th St intersection that was at the bottom of asphalt. Northwestern knew of this one and said to have plans to lower it. Greg also contacted Sid at that time and told him of the gas main that runs north and south at 5th and Lincoln. It is going to be inside or at least touching one of the storm boxes. Greg told Sid of the need to relocate it.

9/23/2021: Halme, Inc. finished up with all utility work other than storm punch list items. They headed over to Lincoln.

10/4/2021: Halme, Inc. started working for Northwestern relocating lines on Summit. Rounds started excavating subgrade on Summit Ave.

10/12/2021: Halme, Inc. backfilled most of Northwestern's utilities by 3rd St intersection. They are close to wrapped up on Summit.

10/15/2021: Northwestern informed us that they can't come straight over and roll into Lincoln stuff. They said not until Monday the week of the 25th.

10/19/2021: Rounds was finally able to finish up placing gravel on Summit Ave. Sentry was then able to start placing curb on Summit Ave. Rounds was able to start subgrade on Lincoln as well.

10/28/2021: Northwestern finally showed up to lower gas services on Lincoln from 6th to 5th. They hadn't been on the project at all after the meeting on October 15th. Halme, Banner, and the city had a meeting with Northwestern about the issues on Lincoln. It was recommended that if the main isn't moved, Northwestern will need to provide a guy to spot/shovel/do labor work around gas line with Rounds since it is behind curb but inside the gravel grade.

10/29/2021: Northwestern finished the gas service lowering on Lincoln from 5th to 7th.

Due to the delay, Lincoln Ave will not be ready for asphalt paving until spring of 2022. Also, paving on Summit Ave was delayed to 11/8/2021.

Also, it may be required to use temporary surfacing on Lincoln Ave to allow homeowners access to their homes through the winter.

We estimate it will cost \$14/ton to lay down, remove and reuse base course as temporary surfacing.

If the city desires to use asphalt millings the cost would be \$17.50/ton to screen, lay down, remove and reuse that material.

Invoice

From :

Halme, Inc.

45335 SD Hwy 28

Lake Norden, SD 57248 US

Bill to:

City of Madison

116 W Center St

Madison, SD 57042



Ship to:

116 W Center St

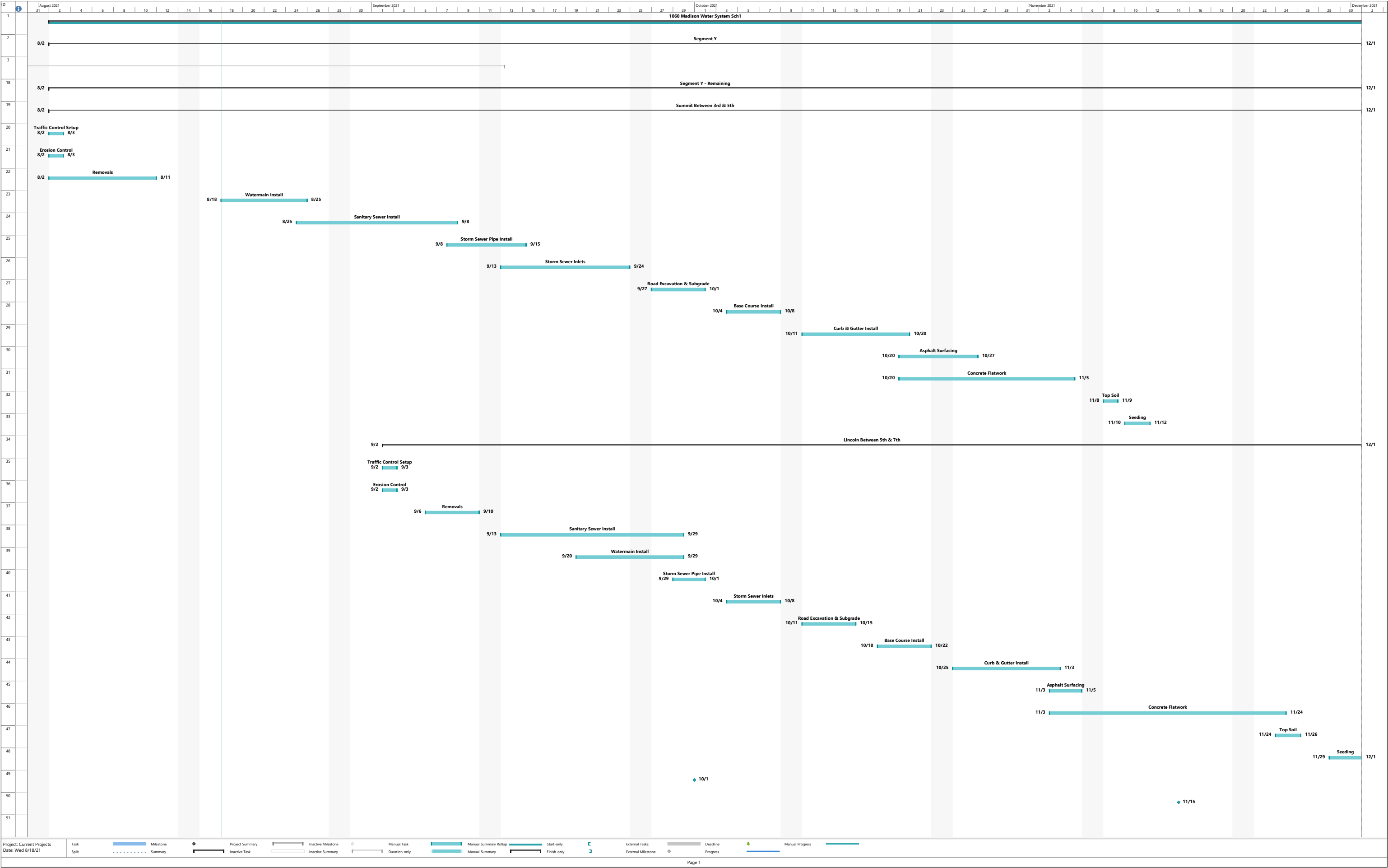
Madison, SD 57042

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
10093		3191	10/29/21	11/28/21		Net 30 days

Mth/Trans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
10/21 611	1	NW Energy Claim	1060-		1	0.000	65,507.75

Notes:

Total	65,507.75
Sales Tax	1,336.88
Less Retainage	
Total Due	66,844.63



First Name	Last Name	Start	End	Total	Equipment	NOTES:	Hours
Philip	Rutkowski	2021-10-04T05:58:00-05:00	2021-10-04T08:03:00-05:00	2.08	407- Pete Blue - PETERBILT 379 CAT 3406E	2" Gas Main on West 4th Intersection- Eliminated Access from West Haul Route.	47.99
John	Muller	2021-10-04T06:00:00-05:00	2021-10-04T09:35:00-05:00	3.58	420- 2005 Sterling Dump Truck STERLING L8500	4" Gas Main on 3rd St Intersection - Eliminated Access from South. Were able to Grade 3rd St Intersection 10/15/21	
Andrew	Rounds	2021-10-04T06:44:00-05:00	2021-10-04T07:49:00-05:00	1.08	415- Mack End Dump (Grey) MACK GRANITE CTP713	No Side Dumps were able to be used for any grading operation due to limited access. This was unforeseen conditions which every truck needed to back down street to load out as we graded over each gas line conflict from 3rd St to 5th St.	
Logan	Raabe	2021-10-04T06:46:00-05:00	2021-10-04T09:47:00-05:00	3.02	206-259D - FTL23578 CAT 259D	Start of Lost Production on 2 blocks on Summit Ave.	
Andrew	Rounds	2021-10-04T07:49:00-05:00	2021-10-04T09:25:00-05:00	1.6	415- Mack End Dump (Grey) MACK GRANITE CTP713	2" Main on Intersection of 4th Wasn't Lowered until 10/12/21.	
Gerald	Rounds	2021-10-04T08:01:00-05:00	2021-10-04T10:28:00-05:00	2.45			
Andrew	Rounds	2021-10-04T09:25:00-05:00	2021-10-04T10:26:00-05:00	1.02	415- Mack End Dump (Grey) MACK GRANITE CTP713		
John	Muller	2021-10-04T09:35:00-05:00	2021-10-04T10:39:00-05:00	1.07	901 - 928GZ CAT 928GZ		
Logan	Raabe	2021-10-04T09:47:00-05:00	2021-10-04T18:08:00-05:00	8	206-259D - FTL23578 CAT 259D		
Andrew	Rounds	2021-10-04T10:26:00-05:00	2021-10-04T11:53:00-05:00	1.45	420- 2005 Sterling Dump Truck STERLING L8500		
Gerald	Rounds	2021-10-04T10:28:00-05:00	2021-10-04T18:04:00-05:00	7.37	415- Mack End Dump (Grey) MACK GRANITE CTP713		
John	Muller	2021-10-04T10:39:00-05:00	2021-10-04T18:50:00-05:00	7.78	307-2018 CAT Track Excavator CAT 320		
Andrew	Rounds	2021-10-04T11:53:00-05:00	2021-10-04T12:54:00-05:00	0.68	208-259D3 - CW900586 CAT 259D3		
Andrew	Rounds	2021-10-04T12:54:00-05:00	2021-10-04T18:14:00-05:00	5.33	420- 2005 Sterling Dump Truck STERLING L8500		
Gerald	Rounds	2021-10-04T18:04:00-05:00	2021-10-04T18:54:00-05:00	0.83			
Andrew	Rounds	2021-10-04T18:14:00-05:00	2021-10-04T18:52:00-05:00	0.63	1008 - Kevin's Pickup CHEVROLET Silverado 2500HD		
John	Muller	2021-10-04T18:50:00-05:00	2021-10-04T18:51:00-05:00	0.02	307-2018 CAT Track Excavator CAT 320		
John	Muller	2021-10-05T06:06:00-05:00	2021-10-05T07:09:00-05:00	1.05	1013-2019 Dodge 4500 DODGE Ram 4500		64.86
Gerald	Rounds	2021-10-05T06:09:00-05:00	2021-10-05T10:06:00-05:00	3.95			
Andrew	Rounds	2021-10-05T06:15:00-05:00	2021-10-05T07:09:00-05:00	0.9	1006 - Dodge Ram DODGE Ram 3500		
Jeremy	Zeck	2021-10-05T06:25:00-05:00	2021-10-05T06:49:00-05:00	0.4			
Logan	Raabe	2021-10-05T06:41:00-05:00	2021-10-05T18:37:00-05:00	11.68	206-259D - FTL23578 CAT 259D		
Jeremy	Zeck	2021-10-05T06:49:00-05:00	2021-10-05T08:10:00-05:00	1.35	208-259D3 - CW900586 CAT 259D3		
Andrew	Rounds	2021-10-05T07:09:00-05:00	2021-10-05T07:23:00-05:00	0.23	415- Mack End Dump (Grey) MACK GRANITE CTP713		
John	Muller	2021-10-05T07:09:00-05:00	2021-10-05T07:35:00-05:00	0.43	420- 2005 Sterling Dump Truck STERLING L8500		
Andrew	Rounds	2021-10-05T07:23:00-05:00	2021-10-05T18:38:00-05:00	11.25	415- Mack End Dump (Grey) MACK GRANITE CTP713		
John	Muller	2021-10-05T07:35:00-05:00	2021-10-05T18:32:00-05:00	10.72	420- 2005 Sterling Dump Truck STERLING L8500		
Jeremy	Zeck	2021-10-05T08:10:00-05:00	2021-10-05T19:23:00-05:00	10.72	307-2018 CAT Track Excavator CAT 320		
Gerald	Rounds	2021-10-05T10:06:00-05:00	2021-10-05T12:07:00-05:00	2.02	606- D5K2 LGP CAT D5K2LGP		
Gerald	Rounds	2021-10-05T12:07:00-05:00	2021-10-05T20:01:00-05:00	7.73			
John	Muller	2021-10-05T18:32:00-05:00	2021-10-05T19:31:00-05:00	0.98	1013-2019 Dodge 4500 DODGE Ram 4500		
Andrew	Rounds	2021-10-05T18:38:00-05:00	2021-10-05T19:26:00-05:00	0.8	1006 - Dodge Ram DODGE Ram 3500		
Jeremy	Zeck	2021-10-05T19:23:00-05:00	2021-10-05T20:02:00-05:00	0.65	307-2018 CAT Track Excavator CAT 320		

Summit Ave (3rd St to 5th St.)		
	Hours:	RCI Revenue Loss:
Total:	530.49	
Production Loss:	212.196	\$ 21,219.60
Added Manpower/ Lost Wages:	159.147	\$ 15,914.70

Gerald	Rounds	2021-10-06T06:06:00-05:00	2021-10-06T07:58:00-05:00	1.87	Found All Gas Services were in our Cut and had to grade between each service. Had to work backwards with End Dumps Entire way.	37.93
					RCI added more labor forces to manage service/ main gas line conflics. Pothole services and main the entire 2 blocks since all lines were in our grade.	
Andrew	Rounds	2021-10-06T06:13:00-05:00	2021-10-06T07:40:00-05:00	1.45	404 - Black Water Truck FREIGHTLINER FL70	
Jeremy	Zeck	2021-10-06T06:21:00-05:00	2021-10-06T07:15:00-05:00	0.9		
Jeremy	Zeck	2021-10-06T07:15:00-05:00	2021-10-06T18:20:00-05:00	10.58	307-2018 CAT Track Excavator CAT 320	
Andrew	Rounds	2021-10-06T07:40:00-05:00	2021-10-06T17:37:00-05:00	9.95	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Gerald	Rounds	2021-10-06T07:58:00-05:00	2021-10-06T08:53:00-05:00	0.92	606- D5K2 LGP CAT D5K2LGP	
Gerald	Rounds	2021-10-06T08:53:00-05:00	2021-10-06T12:21:00-05:00	3.47		
Gerald	Rounds	2021-10-06T12:21:00-05:00	2021-10-06T14:43:00-05:00	2.37	606- D5K2 LGP CAT D5K2LGP	
John	Muller	2021-10-06T14:26:00-05:00	2021-10-06T16:28:00-05:00	2.03	1013-2019 Dodge 4500 DODGE Ram 4500	
Gerald	Rounds	2021-10-06T14:43:00-05:00	2021-10-06T17:27:00-05:00	2.73	208-259D3 - CW900586 CAT 259D3	
Gerald	Rounds	2021-10-06T17:27:00-05:00	2021-10-06T18:26:00-05:00	0.98		
Andrew	Rounds	2021-10-06T17:37:00-05:00	2021-10-06T18:18:00-05:00	0.68	1008 - Kevin's Pickup CHEVROLET Silverado 2500HD	40.9
Gerald	Rounds	2021-10-07T06:08:00-05:00	2021-10-07T18:28:00-05:00	12.07		
Andrew	Rounds	2021-10-07T06:18:00-05:00	2021-10-07T06:26:00-05:00	0.13		
Andrew	Rounds	2021-10-07T06:26:00-05:00	2021-10-07T07:19:00-05:00	0.88	1006 - Dodge Ram DODGE Ram 3500	
John	Muller	2021-10-07T06:26:00-05:00	2021-10-07T07:35:00-05:00	1.15	1013-2019 Dodge 4500 DODGE Ram 4500	
Jeremy	Zeck	2021-10-07T06:51:00-05:00	2021-10-07T07:47:00-05:00	0.93		
Andrew	Rounds	2021-10-07T07:19:00-05:00	2021-10-07T07:43:00-05:00	0.4	415- Mack End Dump (Grey) MACK GRANITE CTP713	
John	Muller	2021-10-07T07:35:00-05:00	2021-10-07T08:21:00-05:00	0.77	307-2018 CAT Track Excavator CAT 320	
Andrew	Rounds	2021-10-07T07:43:00-05:00	2021-10-07T12:37:00-05:00	4.9	420- 2005 Sterling Dump Truck STERLING L8500	
Jeremy	Zeck	2021-10-07T07:47:00-05:00	2021-10-07T18:30:00-05:00	10.22	606- D5K2 LGP CAT D5K2LGP	
John	Muller	2021-10-07T08:21:00-05:00	2021-10-07T11:55:00-05:00	3.57	307-2018 CAT Track Excavator CAT 320	59.41
Andrew	Rounds	2021-10-07T12:37:00-05:00	2021-10-07T14:52:00-05:00	2.25	420- 2005 Sterling Dump Truck STERLING L8500	
Andrew	Rounds	2021-10-07T14:52:00-05:00	2021-10-07T18:00:00-05:00	3.13	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Andrew	Rounds	2021-10-07T18:00:00-05:00	2021-10-07T18:30:00-05:00	0.5	1008 - Kevin's Pickup CHEVROLET Silverado 2500HD	
Gerald	Rounds	2021-10-08T06:10:00-05:00	2021-10-08T19:13:00-05:00	13.05		
Andrew	Rounds	2021-10-08T06:20:00-05:00	2021-10-08T07:01:00-05:00	0.68	1008 - Kevin's Pickup CHEVROLET Silverado 2500HD	
Jeremy	Zeck	2021-10-08T06:31:00-05:00	2021-10-08T07:50:00-05:00	1.32	1006 - Dodge Ram DODGE Ram 3500	
Andrew	Rounds	2021-10-08T07:01:00-05:00	2021-10-08T08:07:00-05:00	1.1		
Logan	Raabe	2021-10-08T07:19:00-05:00	2021-10-08T18:31:00-05:00	10.78		
Jeremy	Zeck	2021-10-08T07:50:00-05:00	2021-10-08T09:17:00-05:00	1.45	606- D5K2 LGP CAT D5K2LGP	
Andrew	Rounds	2021-10-08T08:08:00-05:00	2021-10-08T09:16:00-05:00	1.13	420- 2005 Sterling Dump Truck STERLING L8500	
Andrew	Rounds	2021-10-08T09:16:00-05:00	2021-10-08T18:38:00-05:00	9.37	420- 2005 Sterling Dump Truck STERLING L8500	
Jeremy	Zeck	2021-10-08T09:17:00-05:00	2021-10-08T10:16:00-05:00	0.98	208-259D3 - CW900586 CAT 259D3	
John	Muller	2021-10-08T09:17:00-05:00	2021-10-08T10:13:00-05:00	0.93	1013-2019 Dodge 4500 DODGE Ram 4500	
John	Muller	2021-10-08T10:13:00-05:00	2021-10-08T10:54:00-05:00	0.68	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Jeremy	Zeck	2021-10-08T10:16:00-05:00	2021-10-08T11:50:00-05:00	1.57	208-259D3 - CW900586 CAT 259D3	
John	Muller	2021-10-08T10:54:00-05:00	2021-10-08T11:33:00-05:00	0.65	415- Mack End Dump (Grey) MACK GRANITE CTP713	
John	Muller	2021-10-08T11:33:00-05:00	2021-10-08T16:27:00-05:00	4.75	415- Mack End Dump (Grey) MACK GRANITE CTP713	

Jeremy	Zeck	2021-10-08T11:50:00-05:00	2021-10-08T19:18:00-05:00	6.97	606- D5K2 LGP CAT D5K2LGP	10/11/21 able to start grading between 3rd&4th St on Summit Ave.	48.36
John	Muller	2021-10-08T16:27:00-05:00	2021-10-08T18:36:00-05:00	2.15	415- Mack End Dump (Grey) MACK GRANITE CTP713		
John	Muller	2021-10-08T18:36:00-05:00	2021-10-08T19:48:00-05:00	1.2	1013-2019 Dodge 4500 DODGE Ram 4500		
Andrew	Rounds	2021-10-08T18:38:00-05:00	2021-10-08T19:17:00-05:00	0.65	1006 - Dodge Ram DODGE Ram 3500		
John	Muller	2021-10-11T06:00:00-05:00	2021-10-11T06:45:00-05:00	0.75			
Gerald	Rounds	2021-10-11T06:07:00-05:00	2021-10-11T08:51:00-05:00	2.73			
Jeremy	Zeck	2021-10-11T06:25:00-05:00	2021-10-11T07:44:00-05:00	1.32	208-259D3 - CW900586 CAT 259D3		
John	Muller	2021-10-11T06:45:00-05:00	2021-10-11T07:35:00-05:00	0.83	420- 2005 Sterling Dump Truck STERLING L8500		
Logan	Raabe	2021-10-11T07:09:00-05:00	2021-10-11T13:00:00-05:00	5.55			
John	Muller	2021-10-11T07:35:00-05:00	2021-10-11T09:18:00-05:00	1.72	420- 2005 Sterling Dump Truck STERLING L8500		
Jeremy	Zeck	2021-10-11T07:44:00-05:00	2021-10-11T09:14:00-05:00	1.5	208-259D3 - CW900586 CAT 259D3		
Gerald	Rounds	2021-10-11T08:51:00-05:00	2021-10-11T09:33:00-05:00	0.7	415- Mack End Dump (Grey) MACK GRANITE CTP713		
Jeremy	Zeck	2021-10-11T09:14:00-05:00	2021-10-11T10:06:00-05:00	0.87	208-259D3 - CW900586 CAT 259D3		
John	Muller	2021-10-11T09:18:00-05:00	2021-10-11T12:41:00-05:00	3.03	420- 2005 Sterling Dump Truck STERLING L8500		
Gerald	Rounds	2021-10-11T09:33:00-05:00	2021-10-11T11:25:00-05:00	1.87	415- Mack End Dump (Grey) MACK GRANITE CTP713		
Jeremy	Zeck	2021-10-11T10:06:00-05:00	2021-10-11T12:46:00-05:00	2.67	606- D5K2 LGP CAT D5K2LGP		
Gerald	Rounds	2021-10-11T11:25:00-05:00	2021-10-11T12:31:00-05:00	0.92			
Gerald	Rounds	2021-10-11T12:31:00-05:00	2021-10-11T17:19:00-05:00	4.8	415- Mack End Dump (Grey) MACK GRANITE CTP713		
John	Muller	2021-10-11T12:41:00-05:00	2021-10-11T12:46:00-05:00	0.08	420- 2005 Sterling Dump Truck STERLING L8500		
Jeremy	Zeck	2021-10-11T12:46:00-05:00	2021-10-11T18:09:00-05:00	4.88	307-2018 CAT Track Excavator CAT 320		
John	Muller	2021-10-11T12:46:00-05:00	2021-10-11T18:09:00-05:00	5.38	420- 2005 Sterling Dump Truck STERLING L8500		
Logan	Raabe	2021-10-11T13:00:00-05:00	2021-10-11T17:59:00-05:00	4.98	206-259D - FTL23578 CAT 259D		
Gerald	Rounds	2021-10-11T17:19:00-05:00	2021-10-11T17:43:00-05:00	0.4	606- D5K2 LGP CAT D5K2LGP		
Gerald	Rounds	2021-10-11T17:43:00-05:00	2021-10-11T19:22:00-05:00	1.65			
Jeremy	Zeck	2021-10-11T18:09:00-05:00	2021-10-11T18:50:00-05:00	0.68	1006 - Dodge Ram DODGE Ram 3500		
John	Muller	2021-10-11T18:09:00-05:00	2021-10-11T19:12:00-05:00	1.05			
Jackson	Lambert	2021-10-12T06:00:00-05:00	2021-10-12T07:00:00-05:00	1			38.65
Gerald	Rounds	2021-10-12T06:11:00-05:00	2021-10-12T19:03:00-05:00	12.68			
Jeremy	Zeck	2021-10-12T06:27:00-05:00	2021-10-12T07:33:00-05:00	1.1	1006 - Dodge Ram DODGE Ram 3500		
Jackson	Lambert	2021-10-12T07:00:00-05:00	2021-10-12T13:06:00-05:00	5.03	420- 2005 Sterling Dump Truck STERLING L8500		
Jeremy	Zeck	2021-10-12T07:33:00-05:00	2021-10-12T10:58:00-05:00	3.42	208-259D3 - CW900586 CAT 259D3		
Jeremy	Zeck	2021-10-12T10:58:00-05:00	2021-10-12T18:56:00-05:00	7.47	606- D5K2 LGP CAT D5K2LGP		
Jackson	Lambert	2021-10-12T13:06:00-05:00	2021-10-12T18:08:00-05:00	5.03	420- 2005 Sterling Dump Truck STERLING L8500		
Jackson	Lambert	2021-10-12T18:08:00-05:00	2021-10-12T18:55:00-05:00	0.78	009 - 530 - RUBBER TIRE ROLLER HYPAC C747B		
Jackson	Lambert	2021-10-12T18:55:00-05:00	2021-10-12T19:59:00-05:00	1.07	1006 - Dodge Ram DODGE Ram 3500		
Jeremy	Zeck	2021-10-12T18:56:00-05:00	2021-10-12T20:00:00-05:00	1.07	1006 - Dodge Ram DODGE Ram 3500		
Jeremy	Zeck	2021-10-14T06:34:00-05:00	2021-10-14T06:50:00-05:00	0.27			30.93
Andrew	Rounds	2021-10-14T06:36:00-05:00	2021-10-14T06:51:00-05:00	0.25			
Jeremy	Zeck	2021-10-14T06:50:00-05:00	2021-10-14T07:57:00-05:00	1.12			
Andrew	Rounds	2021-10-14T06:51:00-05:00	2021-10-14T07:50:00-05:00	0.98	1006 - Dodge Ram DODGE Ram 3500		

Andrew	Rounds	2021-10-14T07:50:00-05:00	2021-10-14T08:15:00-05:00	0.42	420- 2005 Sterling Dump Truck STERLING L8500	59.37
Jeremy	Zeck	2021-10-14T07:57:00-05:00	2021-10-14T18:00:00-05:00	9.55	307-2018 CAT Track Excavator CAT 320	
Andrew	Rounds	2021-10-14T08:15:00-05:00	2021-10-14T17:53:00-05:00	9.63	420- 2005 Sterling Dump Truck STERLING L8500	
Gerald	Rounds	2021-10-14T10:54:00-05:00	2021-10-14T13:00:00-05:00	1.88		
Gerald	Rounds	2021-10-14T13:00:00-05:00	2021-10-14T18:06:00-05:00	5.1	208-259D3 - CW900586 CAT 259D3	
Andrew	Rounds	2021-10-14T17:53:00-05:00	2021-10-14T18:29:00-05:00	0.6	1006 - Dodge Ram DODGE Ram 3500	
Jeremy	Zeck	2021-10-14T18:00:00-05:00	2021-10-14T18:32:00-05:00	0.53		
Gerald	Rounds	2021-10-14T18:06:00-05:00	2021-10-14T18:42:00-05:00	0.6		
John	Muller	2021-10-15T06:30:00-05:00	2021-10-15T07:30:00-05:00	1	1013-2019 Dodge 4500 DODGE Ram 4500	
Lance	Phipps	2021-10-15T06:45:00-05:00	2021-10-15T07:52:00-05:00	1.12		
Gerald	Rounds	2021-10-15T06:55:00-05:00	2021-10-15T08:15:00-05:00	1.33		32.27
Logan	Raabe	2021-10-15T06:59:00-05:00	2021-10-15T11:27:00-05:00	4.47	208-259D3 - CW900586 CAT 259D3	
Andrew	Rounds	2021-10-15T07:02:00-05:00	2021-10-15T07:24:00-05:00	0.37	406 - MACK -END DUMP - 29759 MACK RD688S	
Andrew	Rounds	2021-10-15T07:24:00-05:00	2021-10-15T08:18:00-05:00	0.9	406 - MACK -END DUMP - 29759 MACK RD688S	
John	Muller	2021-10-15T07:30:00-05:00	2021-10-15T10:06:00-05:00	2.6	420- 2005 Sterling Dump Truck STERLING L8500	
Lance	Phipps	2021-10-15T07:52:00-05:00	2021-10-15T08:18:00-05:00	0.43	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Gerald	Rounds	2021-10-15T08:15:00-05:00	2021-10-15T10:02:00-05:00	1.78	606- D5K2 LGP CAT D5K2LGP	
Andrew	Rounds	2021-10-15T08:18:00-05:00	2021-10-15T09:46:00-05:00	1.47	406 - MACK -END DUMP - 29759 MACK RD688S	
Lance	Phipps	2021-10-15T08:18:00-05:00	2021-10-15T10:54:00-05:00	2.6	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Andrew	Rounds	2021-10-15T09:46:00-05:00	2021-10-15T10:16:00-05:00	0.5	406 - MACK -END DUMP - 29759 MACK RD688S	
Gerald	Rounds	2021-10-15T10:02:00-05:00	2021-10-15T13:08:00-05:00	2.78	406 - MACK -END DUMP - 29759 MACK RD688S	
John	Muller	2021-10-15T10:06:00-05:00	2021-10-15T18:06:00-05:00	7.73	307-2018 CAT Track Excavator CAT 320	
Andrew	Rounds	2021-10-15T10:16:00-05:00	2021-10-15T10:37:00-05:00	0.35	420- 2005 Sterling Dump Truck STERLING L8500	
Andrew	Rounds	2021-10-15T10:37:00-05:00	2021-10-15T16:51:00-05:00	6.23	420- 2005 Sterling Dump Truck STERLING L8500	
Lance	Phipps	2021-10-15T10:54:00-05:00	2021-10-15T16:50:00-05:00	5.93	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Logan	Raabe	2021-10-15T11:27:00-05:00	2021-10-15T13:07:00-05:00	1.42	606- D5K2 LGP CAT D5K2LGP	
Logan	Raabe	2021-10-15T13:07:00-05:00	2021-10-15T19:20:00-05:00	6.22	208-259D3 - CW900586 CAT 259D3	
Gerald	Rounds	2021-10-15T13:08:00-05:00	2021-10-15T15:31:00-05:00	2.38	606- D5K2 LGP CAT D5K2LGP	
Gerald	Rounds	2021-10-15T15:31:00-05:00	2021-10-15T17:38:00-05:00	2.12	406 - MACK -END DUMP - 29759 MACK RD688S	
Lance	Phipps	2021-10-15T16:50:00-05:00	2021-10-15T17:46:00-05:00	0.93	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Andrew	Rounds	2021-10-15T16:51:00-05:00	2021-10-15T17:19:00-05:00	0.47	420- 2005 Sterling Dump Truck STERLING L8500	
Andrew	Rounds	2021-10-15T17:19:00-05:00	2021-10-15T18:10:00-05:00	0.85	420- 2005 Sterling Dump Truck STERLING L8500	
Gerald	Rounds	2021-10-15T17:38:00-05:00	2021-10-15T18:41:00-05:00	1.05		
Lance	Phipps	2021-10-15T17:46:00-05:00	2021-10-15T18:05:00-05:00	0.32	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Lance	Phipps	2021-10-15T18:05:00-05:00	2021-10-15T18:49:00-05:00	0.73		
John	Muller	2021-10-15T18:06:00-05:00	2021-10-15T18:46:00-05:00	0.67	1013-2019 Dodge 4500 DODGE Ram 4500	
Andrew	Rounds	2021-10-15T18:10:00-05:00	2021-10-15T18:47:00-05:00	0.62	1013-2019 Dodge 4500 DODGE Ram 4500	
John	Muller	2021-10-16T06:17:00-05:00	2021-10-16T07:14:00-05:00	0.95	1013-2019 Dodge 4500 DODGE Ram 4500	
Lance	Phipps	2021-10-16T06:17:00-05:00	2021-10-16T07:14:00-05:00	0.95		
Andrew	Rounds	2021-10-16T06:27:00-05:00	2021-10-16T07:01:00-05:00	0.57		
Logan	Raabe	2021-10-16T06:44:00-05:00	2021-10-16T09:49:00-05:00	3.08		
Jeremy	Zeck	2021-10-16T06:57:00-05:00	2021-10-16T13:13:00-05:00	6.27	606- D5K2 LGP CAT D5K2LGP	
Andrew	Rounds	2021-10-16T07:01:00-05:00	2021-10-16T07:24:00-05:00	0.38	420- 2005 Sterling Dump Truck STERLING L8500	
John	Muller	2021-10-16T07:14:00-05:00	2021-10-16T10:09:00-05:00	2.92	406 - MACK -END DUMP - 29759 MACK RD688S	
Lance	Phipps	2021-10-16T07:14:00-05:00	2021-10-16T07:18:00-05:00	0.07	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Lance	Phipps	2021-10-16T07:18:00-05:00	2021-10-16T10:37:00-05:00	3.32	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Andrew	Rounds	2021-10-16T07:24:00-05:00	2021-10-16T11:08:00-05:00	3.73	420- 2005 Sterling Dump Truck STERLING L8500	
John	Muller	2021-10-16T10:09:00-05:00	2021-10-16T11:17:00-05:00	1.13	406 - MACK -END DUMP - 29759 MACK RD688S	

Lance	Phipps	2021-10-16T10:37:00-05:00	2021-10-16T11:16:00-05:00	0.65	415- Mack End Dump (Grey) MACK GRANITE CTP713
Andrew	Rounds	2021-10-16T11:08:00-05:00	2021-10-16T11:41:00-05:00	0.55	
Lance	Phipps	2021-10-16T11:16:00-05:00	2021-10-16T12:38:00-05:00	1.37	
John	Muller	2021-10-16T11:17:00-05:00	2021-10-16T12:40:00-05:00	1.38	1013-2019 Dodge 4500 DODGE Ram 4500
Philip	Rutkowski	2021-10-17T06:10:00-05:00	2021-10-17T11:07:00-05:00	4.95	407- Pete Blue - PETERBILT 379 CAT 3406E
					Finished Summit Ave
Gerald	Rounds	2021-10-18T06:07:00-05:00	2021-10-18T13:58:00-05:00	7.62	69.82
					11 Days for Unclassified Excavation and Gravel Placement. Due to delays this required 30% More Manpower and took 5 Days Longer than Scheduled.
Lance	Phipps	2021-10-18T06:25:00-05:00	2021-10-18T06:43:00-05:00	0.3	414- Mack Tractor (2011) MACK CXU613
John	Muller	2021-10-18T06:30:00-05:00	2021-10-18T07:10:00-05:00	0.67	1013-2019 Dodge 4500 DODGE Ram 4500
Andrew	Rounds	2021-10-18T06:31:00-05:00	2021-10-18T07:21:00-05:00	0.83	1006 - Dodge Ram DODGE Ram 3500
Lance	Phipps	2021-10-18T06:43:00-05:00	2021-10-18T07:53:00-05:00	1.17	414- Mack Tractor (2011) MACK CXU613
Logan	Raabe	2021-10-18T06:51:00-05:00	2021-10-18T08:35:00-05:00	1.73	
Jeremy	Zeck	2021-10-18T06:55:00-05:00	2021-10-18T10:11:00-05:00	3.27	606- D5K2 LGP CAT D5K2LGP
John	Muller	2021-10-18T07:10:00-05:00	2021-10-18T10:32:00-05:00	3.37	304 - 305.5E CAT Mini Excavator CAT 305.5ECR
Andrew	Rounds	2021-10-18T07:21:00-05:00	2021-10-18T07:34:00-05:00	0.22	
Andrew	Rounds	2021-10-18T07:34:00-05:00	2021-10-18T07:41:00-05:00	0.12	404 - Black Water Truck FREIGHTLINER FL70
Andrew	Rounds	2021-10-18T07:41:00-05:00	2021-10-18T12:51:00-05:00	5.17	404 - Black Water Truck FREIGHTLINER FL70
Lance	Phipps	2021-10-18T07:53:00-05:00	2021-10-18T10:56:00-05:00	3.05	415- Mack End Dump (Grey) MACK GRANITE CTP713
Logan	Raabe	2021-10-18T08:35:00-05:00	2021-10-18T09:22:00-05:00	0.78	009 - 530 - RUBBER TIRE ROLLER HYPAC C747B
Logan	Raabe	2021-10-18T09:22:00-05:00	2021-10-18T11:04:00-05:00	1.7	
Jeremy	Zeck	2021-10-18T10:11:00-05:00	2021-10-18T19:20:00-05:00	9.15	704-CAT 140M2 AWD CAT 140M2AWD
John	Muller	2021-10-18T10:32:00-05:00	2021-10-18T17:56:00-05:00	7.08	307-2018 CAT Track Excavator CAT 320
Lance	Phipps	2021-10-18T10:56:00-05:00	2021-10-18T14:32:00-05:00	3.6	414- Mack Tractor (2011) MACK CXU613
Logan	Raabe	2021-10-18T11:04:00-05:00	2021-10-18T13:14:00-05:00	2.17	009 - 530 - RUBBER TIRE ROLLER HYPAC C747B
Andrew	Rounds	2021-10-18T12:51:00-05:00	2021-10-18T19:15:00-05:00	6.4	208-259D3 - CW900586 CAT 259D3
Gerald	Rounds	2021-10-18T13:58:00-05:00	2021-10-18T18:03:00-05:00	4.08	606- D5K2 LGP CAT D5K2LGP
Lance	Phipps	2021-10-18T14:32:00-05:00	2021-10-18T17:53:00-05:00	3.35	414- Mack Tractor (2011) MACK CXU613
Lance	Phipps	2021-10-18T17:53:00-05:00	2021-10-18T18:42:00-05:00	0.82	414- Mack Tractor (2011) MACK CXU613
John	Muller	2021-10-18T17:56:00-05:00	2021-10-18T18:22:00-05:00	0.43	307-2018 CAT Track Excavator CAT 320
Gerald	Rounds	2021-10-18T18:03:00-05:00	2021-10-18T18:55:00-05:00	0.87	
John	Muller	2021-10-18T18:22:00-05:00	2021-10-18T19:18:00-05:00	0.93	1013-2019 Dodge 4500 DODGE Ram 4500
Lance	Phipps	2021-10-18T18:42:00-05:00	2021-10-18T19:01:00-05:00	0.32	414- Mack Tractor (2011) MACK CXU613
Andrew	Rounds	2021-10-18T19:15:00-05:00	2021-10-18T19:52:00-05:00	0.62	1006 - Dodge Ram DODGE Ram 3500
					Started Lincoln Ave. Known Gas Main conflicts on 6th St. Haul Route adjusted and not able to excavate to subgrade elevations in two sides of intersection.
Gerald	Rounds	2021-10-19T06:09:00-05:00	2021-10-19T09:16:00-05:00	3.12	
Andrew	Rounds	2021-10-19T06:27:00-05:00	2021-10-19T07:20:00-05:00	0.88	1006 - Dodge Ram DODGE Ram 3500
Jeremy	Zeck	2021-10-19T07:09:00-05:00	2021-10-19T11:22:00-05:00	4.22	704-CAT 140M2 AWD CAT 140M2AWD
Andrew	Rounds	2021-10-19T07:20:00-05:00	2021-10-19T08:07:00-05:00	0.78	208-259D3 - CW900586 CAT 259D3
Andrew	Rounds	2021-10-19T08:07:00-05:00	2021-10-19T11:31:00-05:00	3.4	415- Mack End Dump (Grey) MACK GRANITE CTP713

Lincoln Ave (5th St to 7th Ave.)		
	Hours:	RCI Revenue Loss:
Total Hours:	218.17	
Production Loss:	87.268	\$ 8,726.80
Added Manpower/ Lost Wages:	65.451	\$ 6,545.10

Gerald	Rounds	2021-10-19T09:16:00-05:00	2021-10-19T15:49:00-05:00	6.35	606- D5K2 LGP CAT D5K2LGP	
Curtis	Vogt	2021-10-19T09:33:00-05:00	2021-10-19T10:39:00-05:00	1.1		
Curtis	Vogt	2021-10-19T10:39:00-05:00	2021-10-19T18:20:00-05:00	7.68	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Jeremy	Zeck	2021-10-19T11:22:00-05:00	2021-10-19T15:46:00-05:00	3.9	307-2018 CAT Track Excavator CAT 320	
Andrew	Rounds	2021-10-19T11:31:00-05:00	2021-10-19T18:20:00-05:00	6.32	208-259D3 - CW900586 CAT 259D3	
Jeremy	Zeck	2021-10-19T15:46:00-05:00	2021-10-19T18:22:00-05:00	2.6	704-CAT 140M2 AWD CAT 140M2AWD	
Gerald	Rounds	2021-10-19T15:49:00-05:00	2021-10-19T16:32:00-05:00	0.72	307-2018 CAT Track Excavator CAT 320	
Gerald	Rounds	2021-10-19T16:32:00-05:00	2021-10-19T18:04:00-05:00	1.53		
Andrew	Rounds	2021-10-19T18:20:00-05:00	2021-10-19T19:10:00-05:00	0.83	1006 - Dodge Ram DODGE Ram 3500	
Curtis	Vogt	2021-10-19T18:20:00-05:00	2021-10-19T19:06:00-05:00	0.77	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Jeremy	Zeck	2021-10-22T06:30:00-05:00	2021-10-22T07:42:00-05:00	1.2	1006 - Dodge Ram DODGE Ram 3500	Hand Excavate from 6th St and Lincoln on half the block. Northwestern committed to providing labor to excavate but were not onsite this week.
Andrew	Rounds	2021-10-22T06:41:00-05:00	2021-10-22T07:36:00-05:00	0.92	1006 - Dodge Ram DODGE Ram 3500	All services were in grade from 5th St to 6th and Main was in subgrade entire way from 5th to 6th.
Curtis	Vogt	2021-10-22T06:45:00-05:00	2021-10-22T08:40:00-05:00	1.85		Could not run trucks east on 5th due to Gas main being exposed. Was never lowered.
Andrew	Rounds	2021-10-22T07:36:00-05:00	2021-10-22T07:57:00-05:00	0.35	420- 2005 Sterling Dump Truck STERLING L8500	
Jeremy	Zeck	2021-10-22T07:42:00-05:00	2021-10-22T08:37:00-05:00	0.92	1006 - Dodge Ram DODGE Ram 3500	
Andrew	Rounds	2021-10-22T07:57:00-05:00	2021-10-22T10:29:00-05:00	2.53	420- 2005 Sterling Dump Truck STERLING L8500	
Jeremy	Zeck	2021-10-22T08:37:00-05:00	2021-10-22T09:20:00-05:00	0.72	1006 - Dodge Ram DODGE Ram 3500	
Andrew	Rounds	2021-10-22T10:29:00-05:00	2021-10-22T11:52:00-05:00	1.38	1006 - Dodge Ram DODGE Ram 3500	
John	Muller	2021-10-22T13:24:00-05:00	2021-10-22T15:17:00-05:00	1.88	407- Pete Blue - PETERBILT 379 CAT 3406E	
Andrew	Rounds	2021-10-25T06:39:00-05:00	2021-10-25T07:41:00-05:00	1.03	1006 - Dodge Ram DODGE Ram 3500	43.35
Lance	Phipps	2021-10-25T07:38:00-05:00	2021-10-25T08:57:00-05:00	1.32		
Andrew	Rounds	2021-10-25T07:41:00-05:00	2021-10-25T08:29:00-05:00	0.8	1006 - Dodge Ram DODGE Ram 3500	
Jeremy	Zeck	2021-10-25T07:43:00-05:00	2021-10-25T08:37:00-05:00	0.9	1006 - Dodge Ram DODGE Ram 3500	
Andrew	Rounds	2021-10-25T08:29:00-05:00	2021-10-25T08:53:00-05:00	0.4	406 - MACK -END DUMP - 29759 MACK RD688S	
Jeremy	Zeck	2021-10-25T08:37:00-05:00	2021-10-25T18:06:00-05:00	9.48	307-2018 CAT Track Excavator CAT 320	
Andrew	Rounds	2021-10-25T08:53:00-05:00	2021-10-25T09:02:00-05:00	0.15	206-259D - FTL23578 CAT 259D	
Lance	Phipps	2021-10-25T08:57:00-05:00	2021-10-25T17:52:00-05:00	8.92	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Andrew	Rounds	2021-10-25T09:02:00-05:00	2021-10-25T13:14:00-05:00	4.2	206-259D - FTL23578 CAT 259D	
Jeffrey	Christiansc	2021-10-25T11:09:00-05:00	2021-10-25T11:28:00-05:00	0.32	406 - MACK -END DUMP - 29759 MACK RD688S	
Jeffrey	Christiansc	2021-10-25T11:28:00-05:00	2021-10-25T18:02:00-05:00	6.57	406 - MACK -END DUMP - 29759 MACK RD688S	
Jackson	Lambert	2021-10-25T11:45:00-05:00	2021-10-25T14:00:00-05:00	1.83		
Andrew	Rounds	2021-10-25T13:14:00-05:00	2021-10-25T14:38:00-05:00	1.4	304 - 305.5E CAT Mini Excavator CAT 305.5ECR	
Jackson	Lambert	2021-10-25T14:00:00-05:00	2021-10-25T17:58:00-05:00	3.97	208-259D3 - CW900586 CAT 259D3	
Lance	Phipps	2021-10-25T17:52:00-05:00	2021-10-25T18:07:00-05:00	0.25	415- Mack End Dump (Grey) MACK GRANITE CTP713	
Jackson	Lambert	2021-10-25T17:58:00-05:00	2021-10-25T18:42:00-05:00	0.73		
Jeffrey	Christiansc	2021-10-25T18:02:00-05:00	2021-10-25T18:03:00-05:00	0.02	406 - MACK -END DUMP - 29759 MACK RD688S	
Jeremy	Zeck	2021-10-25T18:06:00-05:00	2021-10-25T18:38:00-05:00	0.53	307-2018 CAT Track Excavator CAT 320	
Lance	Phipps	2021-10-25T18:07:00-05:00	2021-10-25T18:39:00-05:00	0.53		
Lance	Phipps	2021-10-26T06:26:00-05:00	2021-10-26T06:49:00-05:00	0.38	414- Mack Tractor (2011) MACK CXU613	47.94

Andrew	Rounds	2021-10-26T06:29:00-05:00	2021-10-26T06:47:00-05:00	0.3	1006 - Dodge Ram DODGE Ram 3500
Jeremy	Zeck	2021-10-26T06:37:00-05:00	2021-10-26T07:41:00-05:00	1.07	1006 - Dodge Ram DODGE Ram 3500
Andrew	Rounds	2021-10-26T06:47:00-05:00	2021-10-26T07:43:00-05:00	0.93	1006 - Dodge Ram DODGE Ram 3500
Jeffrey	Christiansc	2021-10-26T06:48:00-05:00	2021-10-26T07:41:00-05:00	0.88	422-2022 Mack MACK P164T
Lance	Phipps	2021-10-26T06:49:00-05:00	2021-10-26T08:24:00-05:00	1.58	414- Mack Tractor (2011) MACK CXU613
Jeffrey	Christiansc	2021-10-26T07:41:00-05:00	2021-10-26T07:48:00-05:00	0.12	406 - MACK -END DUMP - 29759 MACK RD688S
Jeremy	Zeck	2021-10-26T07:41:00-05:00	2021-10-26T15:57:00-05:00	7.77	704-CAT 140M2 AWD CAT 140M2AWD
Andrew	Rounds	2021-10-26T07:43:00-05:00	2021-10-26T07:53:00-05:00	0.17	208-259D3 - CW900586 CAT 259D3
Jeffrey	Christiansc	2021-10-26T07:48:00-05:00	2021-10-26T11:20:00-05:00	3.53	406 - MACK -END DUMP - 29759 MACK RD688S
Andrew	Rounds	2021-10-26T07:53:00-05:00	2021-10-26T15:56:00-05:00	7.55	208-259D3 - CW900586 CAT 259D3
Jackson	Lambert	2021-10-26T08:23:00-05:00	2021-10-26T11:20:00-05:00	2.95	
Lance	Phipps	2021-10-26T08:24:00-05:00	2021-10-26T09:07:00-05:00	0.72	415- Mack End Dump (Grey) MACK GRANITE CTP713
Lance	Phipps	2021-10-26T09:07:00-05:00	2021-10-26T11:23:00-05:00	2.27	007 - C852B- PAD FOOT HYPAC C850B
Jackson	Lambert	2021-10-26T11:20:00-05:00	2021-10-26T12:51:00-05:00	1.52	007 - C852B- PAD FOOT HYPAC C850B
Jeffrey	Christiansc	2021-10-26T11:20:00-05:00	2021-10-26T15:23:00-05:00	4.05	406 - MACK -END DUMP - 29759 MACK RD688S
Lance	Phipps	2021-10-26T11:23:00-05:00	2021-10-26T15:11:00-05:00	3.8	415- Mack End Dump (Grey) MACK GRANITE CTP713
Jackson	Lambert	2021-10-26T12:51:00-05:00	2021-10-26T14:43:00-05:00	1.37	
Jackson	Lambert	2021-10-26T14:43:00-05:00	2021-10-26T15:30:00-05:00	0.78	009 - 530 - RUBBER TIRE ROLLER HYPAC C747B
Lance	Phipps	2021-10-26T15:11:00-05:00	2021-10-26T16:07:00-05:00	0.93	414- Mack Tractor (2011) MACK CXU613
Jeffrey	Christiansc	2021-10-26T15:23:00-05:00	2021-10-26T16:19:00-05:00	0.93	422-2022 Mack MACK P164T
Jackson	Lambert	2021-10-26T15:30:00-05:00	2021-10-26T16:36:00-05:00	1.1	208-259D3 - CW900586 CAT 259D3
Andrew	Rounds	2021-10-26T15:56:00-05:00	2021-10-26T16:37:00-05:00	0.68	1006 - Dodge Ram DODGE Ram 3500
Jeremy	Zeck	2021-10-26T15:57:00-05:00	2021-10-26T16:52:00-05:00	0.92	1006 - Dodge Ram DODGE Ram 3500
Lance	Phipps	2021-10-26T16:07:00-05:00	2021-10-26T16:19:00-05:00	0.2	414- Mack Tractor (2011) MACK CXU613
Jeffrey	Christiansc	2021-10-26T16:19:00-05:00	2021-10-26T16:29:00-05:00	0.17	422-2022 Mack MACK P164T
Jackson	Lambert	2021-10-26T16:36:00-05:00	2021-10-26T17:52:00-05:00	1.27	412 - Freightliner Service Truck FREIGHTLINER FL70
Andrew	Rounds	2021-10-29T06:49:00-05:00	2021-10-29T07:56:00-05:00	1.12	1006 - Dodge Ram DODGE Ram 3500
Jeremy	Zeck	2021-10-29T07:22:00-05:00	2021-10-29T08:33:00-05:00	1.18	
Andrew	Rounds	2021-10-29T07:56:00-05:00	2021-10-29T08:38:00-05:00	0.7	901 - 928GZ CAT 928GZ
Jeremy	Zeck	2021-10-29T08:33:00-05:00	2021-10-29T17:56:00-05:00	8.88	704-CAT 140M2 AWD CAT 140M2AWD
Andrew	Rounds	2021-10-29T08:38:00-05:00	2021-10-29T09:31:00-05:00	0.88	206-259D - FTL23578 CAT 259D
Lance	Phipps	2021-10-29T09:17:00-05:00	2021-10-29T10:02:00-05:00	0.75	
Andrew	Rounds	2021-10-29T09:31:00-05:00	2021-10-29T09:51:00-05:00	0.33	306- 2019 CAT Excavator CAT 336-07
Andrew	Rounds	2021-10-29T09:51:00-05:00	2021-10-29T17:55:00-05:00	7.57	306- 2019 CAT Excavator CAT 336-07
Lance	Phipps	2021-10-29T10:02:00-05:00	2021-10-29T10:20:00-05:00	0.3	415- Mack End Dump (Grey) MACK GRANITE CTP713
Jeffrey	Christiansc	2021-10-29T10:05:00-05:00	2021-10-29T10:14:00-05:00	0.15	406 - MACK -END DUMP - 29759 MACK RD688S
Jeffrey	Christiansc	2021-10-29T10:14:00-05:00	2021-10-29T17:54:00-05:00	7.67	406 - MACK -END DUMP - 29759 MACK RD688S
Lance	Phipps	2021-10-29T10:20:00-05:00	2021-10-29T17:42:00-05:00	7.37	415- Mack End Dump (Grey) MACK GRANITE CTP713
Lance	Phipps	2021-10-29T17:42:00-05:00	2021-10-29T17:53:00-05:00	0.18	415- Mack End Dump (Grey) MACK GRANITE CTP713
Lance	Phipps	2021-10-29T17:53:00-05:00	2021-10-29T18:43:00-05:00	0.83	
Andrew	Rounds	2021-10-29T17:55:00-05:00	2021-10-29T18:35:00-05:00	0.67	1006 - Dodge Ram DODGE Ram 3500
Jeremy	Zeck	2021-10-30T05:46:00-05:00	2021-10-30T06:45:00-05:00	0.98	
David	VanDyke	2021-10-30T06:25:00-05:00	2021-10-30T06:54:00-05:00	0.48	421- 2021 Gray Mack MACK ANTHEM 64T
Lance	Phipps	2021-10-30T06:27:00-05:00	2021-10-30T06:52:00-05:00	0.42	422-2022 Mack MACK P164T
Jeremy	Zeck	2021-10-30T06:45:00-05:00	2021-10-30T11:16:00-05:00	4.52	704-CAT 140M2 AWD CAT 140M2AWD
Lance	Phipps	2021-10-30T06:52:00-05:00	2021-10-30T07:57:00-05:00	1.08	422-2022 Mack MACK P164T

38.58

32.35

David	VanDyke	2021-10-30T06:54:00-05:00	2021-10-30T08:00:00-05:00	1.1 421- 2021 Gray Mack MACK ANTHEM 64T	Were able to grade from 5th to 6th after all services were lowered.	51.93
Andrew	Rounds	2021-10-30T06:55:00-05:00	2021-10-30T07:55:00-05:00	1 1006 - Dodge Ram DODGE Ram 3500		
Jeffrey	Christiansc	2021-10-30T07:21:00-05:00	2021-10-30T07:28:00-05:00	0.12 901 - 928GZ CAT 928GZ		
Jeffrey	Christiansc	2021-10-30T07:28:00-05:00	2021-10-30T07:36:00-05:00	0.13 901 - 928GZ CAT 928GZ		
Jeffrey	Christiansc	2021-10-30T07:36:00-05:00	2021-10-30T07:54:00-05:00	0.3 415- Mack End Dump (Grey) MACK GRANITE CTP713		
Jeffrey	Christiansc	2021-10-30T07:54:00-05:00	2021-10-30T11:23:00-05:00	3.48 422-2022 Mack MACK P164T		
Andrew	Rounds	2021-10-30T07:55:00-05:00	2021-10-30T12:09:00-05:00	4.23 306- 2019 CAT Excavator CAT 336-07		
Lance	Phipps	2021-10-30T07:57:00-05:00	2021-10-30T08:19:00-05:00	0.37 415- Mack End Dump (Grey) MACK GRANITE CTP713		
David	VanDyke	2021-10-30T08:00:00-05:00	2021-10-30T12:15:00-05:00	4.25 421- 2021 Gray Mack MACK ANTHEM 64T		
Lance	Phipps	2021-10-30T08:19:00-05:00	2021-10-30T11:18:00-05:00	2.98 415- Mack End Dump (Grey) MACK GRANITE CTP713		
Jeremy	Zeck	2021-10-30T11:16:00-05:00	2021-10-30T12:15:00-05:00	0.98 206-259D - FTL23578 CAT 259D		
Lance	Phipps	2021-10-30T11:18:00-05:00	2021-10-30T12:02:00-05:00	0.73 422-2022 Mack MACK P164T		
Jeffrey	Christiansc	2021-10-30T11:23:00-05:00	2021-10-30T12:49:00-05:00	1.43 422-2022 Mack MACK P164T		
Lance	Phipps	2021-10-30T12:02:00-05:00	2021-10-30T12:09:00-05:00	0.12 422-2022 Mack MACK P164T		
Andrew	Rounds	2021-10-30T12:09:00-05:00	2021-10-30T12:55:00-05:00	0.77 1006 - Dodge Ram DODGE Ram 3500		
Lance	Phipps	2021-10-30T12:09:00-05:00	2021-10-30T13:04:00-05:00	0.92 404 - Black Water Truck FREIGHTLINER FL70		
David	VanDyke	2021-10-30T12:15:00-05:00	2021-10-30T13:16:00-05:00	1.02 404 - Black Water Truck FREIGHTLINER FL70		
Jeremy	Zeck	2021-10-30T12:15:00-05:00	2021-10-30T13:01:00-05:00	0.77 206-259D - FTL23578 CAT 259D		
Lance	Phipps	2021-10-30T13:04:00-05:00	2021-10-30T13:14:00-05:00	0.17 404 - Black Water Truck FREIGHTLINER FL70		
Andrew	Rounds	2021-11-01T06:31:00-05:00	2021-11-01T07:23:00-05:00	0.87 1006 - Dodge Ram DODGE Ram 3500		
Lance	Phipps	2021-11-01T06:36:00-05:00	2021-11-01T06:44:00-05:00	0.13 404 - Black Water Truck FREIGHTLINER FL70		
Lance	Phipps	2021-11-01T06:44:00-05:00	2021-11-01T07:38:00-05:00	0.9 404 - Black Water Truck FREIGHTLINER FL70		
Jeremy	Zeck	2021-11-01T06:52:00-05:00	2021-11-01T07:44:00-05:00	0.87		
Andrew	Rounds	2021-11-01T07:23:00-05:00	2021-11-01T17:07:00-05:00	9.73 306- 2019 CAT Excavator CAT 336-07		
David	VanDyke	2021-11-01T07:24:00-05:00	2021-11-01T07:57:00-05:00	0.55 421- 2021 Gray Mack MACK ANTHEM 64T		
Jeffrey	Christiansc	2021-11-01T07:37:00-05:00	2021-11-01T07:58:00-05:00	0.35 422-2022 Mack MACK P164T		
Lance	Phipps	2021-11-01T07:38:00-05:00	2021-11-01T08:00:00-05:00	0.37 415- Mack End Dump (Grey) MACK GRANITE CTP713		
Jeremy	Zeck	2021-11-01T07:44:00-05:00	2021-11-01T14:48:00-05:00	7.07 704-CAT 140M2 AWD CAT 140M2AWD		
David	VanDyke	2021-11-01T07:57:00-05:00	2021-11-01T11:40:00-05:00	3.72 421- 2021 Gray Mack MACK ANTHEM 64T		
Jeffrey	Christiansc	2021-11-01T07:58:00-05:00	2021-11-01T12:35:00-05:00	4.62 422-2022 Mack MACK P164T		
Lance	Phipps	2021-11-01T08:00:00-05:00	2021-11-01T10:30:00-05:00	2.5 415- Mack End Dump (Grey) MACK GRANITE CTP713		
Lance	Phipps	2021-11-01T10:30:00-05:00	2021-11-01T15:50:00-05:00	5.33		
Jeffrey	Christiansc	2021-11-01T12:35:00-05:00	2021-11-01T12:55:00-05:00	0.33 901 - 928GZ CAT 928GZ		
Jeffrey	Christiansc	2021-11-01T12:55:00-05:00	2021-11-01T15:46:00-05:00	2.85 422-2022 Mack MACK P164T		
Jackson	Lambert	2021-11-01T14:03:00-05:00	2021-11-01T17:55:00-05:00	3.87 206-259D - FTL23578 CAT 259D		
Jeremy	Zeck	2021-11-01T14:48:00-05:00	2021-11-01T17:38:00-05:00	2.83 304 - 305.5E CAT Mini Excavator CAT 305.5ECR		
Jeffrey	Christiansc	2021-11-01T15:46:00-05:00	2021-11-01T16:12:00-05:00	0.43 422-2022 Mack MACK P164T		
Lance	Phipps	2021-11-01T15:50:00-05:00	2021-11-01T17:08:00-05:00	1.3 901 - 928GZ CAT 928GZ		
Jeffrey	Christiansc	2021-11-01T16:12:00-05:00	2021-11-01T16:59:00-05:00	0.78 422-2022 Mack MACK P164T		
Jeffrey	Christiansc	2021-11-01T16:59:00-05:00	2021-11-01T17:04:00-05:00	0.08 422-2022 Mack MACK P164T		
Andrew	Rounds	2021-11-01T17:07:00-05:00	2021-11-01T17:59:00-05:00	0.87 406 - MACK -END DUMP - 29759 MACK RD688S		
Lance	Phipps	2021-11-01T17:08:00-05:00	2021-11-01T17:59:00-05:00	0.85 404 - Black Water Truck FREIGHTLINER FL70		
Jeremy	Zeck	2021-11-01T17:38:00-05:00	2021-11-01T18:22:00-05:00	0.73 304 - 305.5E CAT Mini Excavator CAT 305.5ECR		

Date of Issuance: 12/11/2023 Effective Date: 12/18/2023
Owner: City of Madison Owner's Contract No.:
Contractor: Halme, Inc. Contractor's Project No.:
Engineer: Banner Associates, Inc. Engineer's Project No.: 22831.00
Project: Madison Water System Improvements Phase 2A Contract Name: Bid Sched 1

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

Description: Incidental work included in the bid item for "Base Course, Salvaged Asphalt Mix, 4" Depth"

Attachments: Incidental work Claim and Banner Review

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [Interim and Substantial Completion Date Change]
Original Contract Price: \$ 5,949,410.75	Original Contract Times: Substantial Completion: <u>October 1, 2022</u> Ready for Final Payment: <u>November 15, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>7</u> : \$ 156,670.50	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>7</u> : Substantial Completion: <u>December 8, 2022</u> Ready for Final Payment: <u>November 15, 2022</u> days
Contract Price prior to this Change Order: \$ 6,106,081.25	Contract Times prior to this Change Order: Substantial Completion: <u>Same as above</u> Ready for Final Payment: <u>Same as above</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 48,796.00	[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: \$ 6,154,877.25	Contract Times with all approved Change Orders: Substantial Completion: <u>Same as above</u> Ready for Final Payment: <u>Same as above</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:
By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)			Contractor (Authorized Signature)
Title: <u>Prime Professional</u>	Title: <u>Mayor</u>			Title: <u>Project Manager</u>
Date: _____	Date: _____			Date: <u>12/14/2023</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Weston Blasius

From: Jonathan Kaski <jonathan@halme-inc.com>
Sent: Friday, June 16, 2023 2:15 PM
To: Weston Blasius; Pat Carey
Cc: Ryan McDaniels
Subject: FW: Madison Phase 2 - Review of millings request for payment
Attachments: 179 Incidental Totals.pdf; 179 Incidental Work Cost Report.pdf

Also, we need to address a change order for this.

Thanks,
Jonathan

From: Jeff Halme <jeff@halme-inc.com>
Sent: Friday, June 16, 2023 2:04 PM
To: Jonathan Kaski <jonathan@halme-inc.com>; Ryan McDaniels <ryan@halme-inc.com>
Subject: FW: Madison Phase 2 - Review of millings request for payment

We also need a change order for this.



Jeff Halme
President
HALME INC
C: 605.881.5498
O: 605.628.1313

From: Jeff Halme
Sent: Thursday, November 10, 2022 2:16 PM
To: Weston Blasius <westonb@bannerassociates.com>; Ryan McDaniels <ryan@halme-inc.com>
Cc: Cedric Hay <cedrich@bannerassociates.com>; ryan.hegg <ryan.hegg@cityofmadisonsd.com>; Nathan Powell <nathanp@bannerassociates.com>; Pat Carey <patc@bannerassociates.com>
Subject: RE: Madison Phase 2 - Review of millings request for payment

Weston,

I removed the temporary surfacing items from this proposal. But now that the job is complete, we are left with millings that we need to dispose of that was screened for Bid Item 179. We feel it's only fair that we would be compensated for this work as well.



Jeff Halme
President
HALME INC
C: 605.881.5498
O: 605.628.1313

From: Weston Blasius <westonb@bannerassociates.com>

Sent: Monday, November 7, 2022 6:06 AM

To: Jeff Halme <jeff@halme-inc.com>; Ryan McDaniels <ryan@halme-inc.com>

Cc: Cedric Hay <cedrich@bannerassociates.com>; ryan.hegg <ryan.hegg@cityofmadisonsd.com>; Nathan Powell <nathanp@bannerassociates.com>

Subject: Madison Phase 2 - Review of millings request for payment

Jeff,

Below is an overview of Halme's requested compensation for incidentals included in the bid item for "Base Course, Salvaged Asphalt Mix, 4" Depth".

We are planning to discuss this at tomorrow's progress meeting. Please review and we can discuss tomorrow.

SDDOT Standard Specifications

Section 9.4 on pg 77 states that the Engineer will make no allowance for increased expense except as provided in Section 4.3.

Section 4.3 Significant Changes in the Character of work states that a "significant change" should be construed to apply only to the following circumstances:

- A. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- B. When a major item of work, as defined in Section 1.5, is increased in excess of 125% or decreased below 75% of the original contract quantity.

Halme's request falls under part B in Section 4.3 of the guidance above.

-Below is the breakdown of incidental costs that Halme has claimed to have been included in this bid item.

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	Screening millings for driveways and sidewalks	1,915	TON	\$5.48	\$10,494.20
20	Hauling millings for driveways and sidewalks	1,915	TON	\$4.00	\$7,660.00
30	Placing millings for driveways and sidewalks	1,915	TON	\$10.02	\$19,188.30
40	Disposal of screenings for driveways and sidewalks	192	TON	\$4.00	\$768.00
50	Screening millings for temp surfacing	2,695	TON	\$5.48	\$14,768.60
60	Hauling millings for temp surfacing	2,695	TON	\$4.00	\$10,780.00
70	Placing millings for temp surfacing	2,695	TON	\$7.98	\$21,506.10
80	Disposal of screenings for temp surfacing	270	TON	\$4.00	\$1,080.00
	Bid Total				\$86,245.20

Banner has reviewed this request and associated documentation provided by Halme. The incidentals requested are related to work associated with the driveway replacement, sidewalk replacement and temporary surfacing. Halme's bid price of \$10/SY for this item is above the average bid price of \$6.30/SY. It is reasonable to believe that incidental costs were associated with this bid item in Halme's bid. The project does require the contractor to perform processing of the millings material as necessary to meet project specifications. Items 10, 20, 30, and 40 are associated with performing this required work. The contract does not have requirements for processing temporary surfacing and does not allow for temporary surfacing payment for the reopening of streets to vehicle traffic. Below is a table with adjustments to items and quantities that we can consider eligible for consideration of payment as work performed on the project.

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
-----------------	--------------------	-----------------	--------------	-------------------	------------------

10	Screening millings for driveways and sidewalks	1,915	TON	\$5.48	\$10,494.20
		1,150			\$6,055.40
20	Hauling millings for driveways and sidewalks	1,915	TON	\$4.00	\$7,660.00
		1,150			\$4,600.00
30	Placing millings for driveways and sidewalks	1,915	TON	\$10.02	\$19,188.30
		1,150			\$11,523.00
40	Disposal of screenings for driveways and sidewalks	192	TON	\$4.00	\$768.00
		115			\$460.00
50	Screening millings for temp surfacing	2,695	TON	\$5.48	\$14,768.60
60	Hauling millings for temp surfacing	2,695	TON	\$4.00	\$10,780.00
70	Placing millings for temp surfacing	2,695	TON	\$7.98	\$21,506.10
80	Disposal of screenings for temp surfacing	270	TON	\$4.00	\$1,080.00
	Bid Total				\$86,245.20
					\$22,638.40

Thanks,
Weston Blasius | Project Manager



Banner Associates, Inc.
2307 West 57th Street, Suite 102, Sioux Falls, South Dakota 57108
Toll Free | 1.855.323.6342 Direct Dial | 605.696.3232
Cell | 605.730.2277
www.bannerassociates.com



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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
10	Screening millings for driveways and sidewalks	1,150.000	TON	5.48	6,302.00
20	Hauling millings for driveways and sidewalks	1,150.000	TON	4.00	4,600.00
30	Placing millings for driveways and sidewalks	1,150.000	TON	10.20	11,730.00
40	Disposal of screenings for driveways and sidewalks	115.000	TON	4.00	460.00
50	Screening millings for bid item 179	2,100.000	TON	5.66	11,886.00
60	Haul unused bid item 179 stockpile to city	2,100.000	TON	6.58	13,818.00
	Bid Total				\$48,796.00



TABULATION OF BIDS RECEIVED City Bid No. 940 Chemicals For the City of Madison, SD Bid Date: December 13, 2023 Bid Time: 2:00 o'clock P.M.				Hawkins Inc. 2381 Rosegate Roseville, MN 55113	Graymont Western Lime 215 N Main St #200 West Bend, WI 53095	Lhoist North America 20947 White Sands Road Ste. Genevieve, MO 63670	Low Bid Total Cost at Estimated Quantities
Schedule	Description	Quantity	Units	Unit Price	Unit Price	Unit Price	
A	LIME	275	tons	-	\$319.00	\$590.73	\$87,725.00
B	LIQUID CHLORINE	100	cwt	\$165.00	-	-	\$16,500.00
C	CARBON DIOXIDE	15	tons	-	-	-	\$0.00
D	FERRIC CHLORIDE	2000	gal.	\$6.95	-	-	\$13,900.00
E	FLUOSILICIC ACID	600	gal.	\$8.12	-	-	\$4,872.00
F	AQUEOUS AMMONIA	2000	gal.	\$5.50	-	-	\$11,000.00
			Total Bid	\$46,272.00	\$87,725.00	\$162,450.75	\$133,997.00
			Bid Security	10%	10%	N	

Schedule	Description	2023 Prices	2022 Prices	2021 Prices	2020 Prices	2019 Prices	2018 Prices	2017 Prices	2016 Prices	2015 Prices	2014 Prices
A	LIME	\$203.15	\$181.34	\$166.30	\$173.49	\$166.12	\$145.00	\$158.50	\$160.00	\$161.00	\$149.97
B	LIQUID CHLORINE	\$155.00	\$79.00	\$55.00	\$47.00	\$48.00	\$48.00	\$46.50	\$47.33	\$48.50	\$43.50
C	CARBON DIOXIDE	-	-	-	-	-	-	-	-	\$289.41	\$250.00
D	FERRIC CHLORIDE	\$6.89	\$5.95	\$5.80	\$5.57	\$5.48	\$5.09	\$4.86	\$5.22	\$5.44	\$5.43
E	FLUOSILICIC ACID	\$8.12	\$5.20	\$4.60	\$4.57	\$4.30	\$3.55	\$3.20	\$3.44	\$3.86	\$3.95
F	AQUEOUS AMMONIA	\$5.40	\$3.95	\$3.63	\$3.25	\$3.15	\$3.05	\$2.99	NA	NA	NA

prices not from bids

Date of Issuance: November 28, 2023

Effective Date: November 28, 2023

Project: Electric Distribution Conversion – 2023

Owner: City of Madison

Owner's Contract No.: NA

Engineer: DGR Engineering

Date of Contract: April 25, 2023

Contractor: Dakota Directional, LLC

Engineer's Project No.: 415933

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

Description: Utility Inspection & Roadway Worker in Charge Services for BNSF Permit

Attachments (list documents supporting change): Pre-Payment Invoice from Wilson & Company and Payment Confirmation

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 504,457.31

[Increase] [Decrease] from Previously Approved Change Orders No. _____ to No. _____:

\$ NA

Contract Price Prior to this Change Order:

\$ 504,457.31

[Increase] [Decrease] of this Change Order:

\$ 9,730.00

Contract Price Incorporating this Change Order:

\$ 514,187.31

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working Days ☒ Calendar Days

Substantial Completion (days or date): October 1, 2023

Ready for Final Payment (days or date): December 1, 2023

[Increase] [Decrease] from Previously Approved Change Orders No. _____ to No. _____:

Substantial Completion (days or date): NA

Ready for Final Payment (days or date): NA

Contract Times Prior to this Change Order:

Substantial Completion (days or date): October 1, 2023

Ready for Final Payment (days or date): December 1, 2023

[Increase] [Decrease] of this Change Order:

Substantial Completion (days or date): NA

Ready for Final Payment (days or date): NA

Contract Times with all Approved Change Orders:

Substantial Completion (days or date): October 1, 2023

Ready for Final Payment (days or date): December 1, 2023

RECOMMENDED:

By: Chad Rasmussen
Engineer (Authorized Signature)

Print: Chad Rasmussen, P.E.

Title: Project Manager

Date: 11-30-2023

ACCEPTED:

By: _____
Owner (Authorized Signature)

Print: _____

Title: _____

Date: _____

ACCEPTED:

By: Kelly Stobrecht
Contractor (Authorized Signature)

Print: Kelly Stobrecht

Title: member manager

Date: 11-30-23

Approved by Funding Agency (if applicable):

By: _____

Date: _____

Print: _____

Title: _____



Wilson & Company, Inc.,
Engineers & Architects
PO Box 74954
Chicago, IL 60675-4954

PRE-PAYMENT INVOICE

To: Dakota Directional LLC
206 E 13th Avenue
Redfield, SD 57469

Invoice No: 2382317203 - 1
Invoice Date: September 28, 2023

Permit Tracking No.: 23-17203
Division: Twin Cities
Subdiv.: Madison
Station: Madison
MP: 332.62
L.S.: 0224
State: SD

Project: Utility Inspection & Roadway Worker In Charge Services

Project 2382317203 BNSF TC UIC 23W-17203 City of Madison
Permit Description: 2-5" Conduit for Electric Wires @ 12' Under Rail

Inspection	# Units	Unit Price		Total Amount
Inspection	3	\$1,400.00	per 10 hour day	\$4,200.00
Inspector Mobilization	1	\$400.00	each	\$400.00
Inspection Overtime	3	\$155.00	per hour over 10	\$465.00
Total Inspection:				\$5,065.00

Roadway Worker in Charge (RWIC)	# Units	Unit Price		Total Amount
RWIC	3	\$1,400.00	per 10 hour day	\$4,200.00
RWIC Overtime	3	\$155.00	per hour over 10	\$465.00
Total (RWIC):				\$4,665.00

Invoice Amount:	\$9,730.00
-----------------	------------

PAYMENT DUE UPON RECEIPT

*Confirmed pre-payment is required before services will be scheduled. Note that a minimum lead time of 15 days from confirmation of payment is required to schedule all utility installations.

*Also note that a positive balance of pre-paid inspection and/or roadway worker in charge services are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. It is your responsibility to ensure that a sufficient number of days to complete construction have been fully funded.

*All cancellations must be submitted to WilsonCompany.Utility.IC@wilsonco.com with "Cancellation Request" and your permit number in the subject line. Your cancellation must be verified by the Scheduling Agent and confirmed by all parties before it is valid.

*The prepayment invoice is based on the estimated duration of project as discussed. Unused funds will be refunded to Licensee by the Scheduling Agent.

- For Electronic Payments, see attached instructions.
- Credit Card Payments will include an additional 3.29% Non-Cash Adjustment

----- Forwarded Message -----

From: "auto-confirm@evpay.com" <auto-confirm@evpay.com>

To: "dakotadirectional@yahoo.com" <dakotadirectional@yahoo.com>

Sent: Saturday, October 7, 2023 at 01:01:33 PM CDT

Subject: Payment Confirmation - Wilson & Company, Inc., Engineers & Architects

Wilson & Company, Inc., Engineers & Architects

4401 Masthead Street NE, Suite 150

Albuquerque, NM 87109

505-348-4000

accountingmanagers@wilsonco.com

Thank you for your payment.

Payment Date: 10/7/2023

Payment Method: Checking-5760

Invoice Date

09/28/2023

Project

2382317203

Invoice

0000000001

Amount

\$9,730.00

Reference

328018121270



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City of Madison
Memorandum – Smart Cities and AMI



To: Mayor and City Commission
From: Utility leadership
Subject: Update and options for Smart Cities Project
Date: December 15, 2023

The intent of this memo is to provide an update on Smart City initiatives and to discuss reassessing strategic priorities. As staff review the progress of these initiatives, it is important to update the Mayor and City Commission on project status and receive directions moving forward.

Background

The Smart Cities Project started in 2020 and consists of several initiatives. The three primary initiatives are Automated Meter Infrastructure (AMI), Conservation Voltage Reduction (CVR), and Demand Response Management System (DRMS) although there are other components which have been considered or relate to the Smart Cities Project. Open Access Technology International (OATI) was the vendor selected for these three primary initiatives.

Many of these components are linked together with a meter data management (MDM) system. Utilismart was the vendor selected to provide the MDM.

To date, most Smart City efforts are devoted to AMI. Automated Meter Infrastructure will allow us to provide better customer service. It will also build a database that we can utilize to improve our system operations and position us better to introduce new technologies.

Project Assessment

After careful evaluation and reflection, staff find that the Smart Cities Project, despite our best efforts and the dedication of our team, has not yielded the anticipated results. While this outcome brings with it a sense of disappointment, it is essential that we approach this realization with a spirit of pragmatism and adaptability.

Each Smart City initiative is a significant undertaking. Due to the previous meter reading system no longer being supported, the AMI initiative is most urgent and will provide the most benefit to the City and its utility rate payers. Other initiatives, including CVR and DRMS, can be evaluated and pursued once AMI is functional.

Additionally, the MDM system offers many tools and components for meter data management. However, many of those tools may be either of little use or used little within the City of Madison.

Staff Recommendation

Staff recommend prioritizing the implementation of AMI as a strategic focus for our organization. The shift to AMI presents us with a tangible opportunity to leverage technology and innovation in a manner that aligns with our organizational objectives and holds significant potential for both operational efficiency and customer service enhancement. It also allows us to capitalize on organizational strengths and expertise while fostering a renewed sense of purpose and momentum.

Staff also recommend (1) evaluating the contract with Utilismart to provide MDM services with intent to terminate and (2) approving the proposal from Tyler Technologies. The Utilismart system is not being utilized to a level to justify the expense. We can leverage existing tools through our GIS (mPower) or the OATI system. The quote from Tyler Technologies is necessary to facilitate this change. It is expected to cost the City less since the current cost for Utilismart is \$3,893 per month while the added cost from Tyler Technologies would be \$2,990 in one-time fees with recurring fees totaling \$1,081 per month. Resulted savings would be about \$2,800 a month.

This transition reflects our commitment to learning from our experiences and making informed, forward-looking decisions. It is a testament to our ability to adapt to changing circumstances and to channel our resources toward initiatives that offer the greatest potential for positive impact and success.



Figure 1 – Image depicting the OATI network reading AMI meters.



SERVICES AGREEMENT

AGREEMENT NUMBER: **UCSA-2020-25;**

THIS AGREEMENT made as of **OCTOBER 01, 2020;**

INITIAL TERM START DATE: **APRIL 01, 2021;**

BETWEEN:

UTILISMART CORPORATION, a corporation incorporated pursuant to the laws of the Province of Ontario, Canada and having an office at 201-555 Southdale Rd. East, London, Ontario N6E 1A2 (hereinafter, "**Utilismart**" or "**Company**")

- and -

CITY OF MADISON, SD, a municipal corporation incorporated pursuant to the laws of the state of South Dakota, USA, and having an office at 435 S. Highland Street, Madison, SD 57042 (hereinafter, "**Customer**")

1. SCHEDULES

- a. The following Schedules attached hereto shall be deemed to form part of this Agreement as if specifically restated herein:

SCHEDULE A - SERVICES AND FEES

SCHEDULE B - SERVICE LEVEL AND CUSTOMER SUPPORT

- b. In the event of a conflict between the terms of any schedule and the terms in the main body of this Agreement, the terms of the main body of the Agreement shall govern.

2. SCOPE OF SERVICES

- a. The Company shall provide, and the Customer shall pay for, the services outlined in SCHEDULE A (the "Services") in accordance with the terms and conditions herein.
- b. The Company may modify the manner in which the Services are provided to the Customer during the Initial Term or Renewal Term (as such terms are defined in Section 6(a) below) provided that such modifications are consented to in writing by the Customer (said consent will not be arbitrarily withheld).

3. PAYMENT

Upon being provided the Services from Utilismart, the Customer shall pay the Company the fees as set out in and in accordance with SCHEDULE A. In the event that any taxes are excisable in respect of

this Agreement, the Customer shall pay all such taxes and such taxes shall be separately itemized on the Customer's bill and Customer shall indemnify and save the Company harmless in respect of any such taxes. Monthly invoices shall be sent to the Customer while the Services are being provided, unless a different payment schedule is agreed to in writing and set forth in SCHEDULE A. Invoices are payable to the Company thirty (30) days from the date of receipt of the invoice by the Customer. Interest charges will be added to any past due amounts at the rate of 1.5% per month (18% per annum).

4. CONFIDENTIAL INFORMATION

Each party agrees that it shall not disclose, either during the Initial Term or Renewal Term(s) (as such terms are defined in Section 6(a) below) or after the expiration or termination of this Agreement, to any unaffiliated third party any proprietary information of the other party, including, without limitation, customer information, information concerning trade secrets, methods, processes or procedures or any other confidential business or technical information or customer data ("Confidential Information"), which it learns during the course of its performance of this Agreement, without the prior written consent of the other party, except to the extent that any such Confidential Information: (i) is in the public domain; (ii) is independently developed by the receiving party; (iii) is already in the possession of such party prior to disclosure by the other party; (iv) is rightfully received from a third party not under a confidentiality obligation to the other party; or (v) is legally required to be disclosed by the receiving party. Either party may disclose Confidential Information to its sub-contractors, agents or advisors on a need-to-know basis, provided it first obtains an appropriate non-disclosure agreement therefrom. For greater certainty, however, the Company shall not disclose any identifiable, non-aggregated information related to the Customer's ratepayers, including but not limited to, names, addresses, phone numbers, meter numbers, etc. Notwithstanding the foregoing, in the event that a party (the "Disclosing Party") is required to disclose any Confidential Information by applicable law or valid court order, the Disclosing Party shall, prior to making any such disclosure, use commercially reasonable efforts to notify the other party (the "Other Party") of such requirements to afford the Other Party the opportunity to seek, at the Other Party's sole cost and expense, a protective order or other remedy and shall reasonably co-operate with the Disclosing Party in opposing such disclosure and to obtain such a protective order or other remedy. If such protective order or other remedy is not obtained, the Disclosing Party shall furnish only that portion of the Confidential Information which is legally required to be disclosed and use its best efforts to preserve the privileged nature or confidentiality of the Confidential Information and to obtain assurances that confidential treatment will be accorded to the Confidential Information so disclosed.

5. NOTICES or COMMUNICATION

All notices, directions, authorizations and other communications of any nature required or permitted to be given hereunder by one party to the other (in each case, a "Notice") shall be in writing and shall be delivered personally or sent by courier or by facsimile or by electronic internet communication to the applicable addressee as follows (the "Authorized Representative"):

(a) in the case of the Customer:

Name:	Brad Lawrence
Title:	Utility Director
Company:	City of Madison
Address (street):	435 S. Highland Street
Address (City):	Madison, SD 57042
Telephone:	1 (605) 256-7500

Email: electric@cityofmadisonsd.com

(b) in the case of Utilismart

Name: Miroslav Karlicic
Title: Vice President, Business Development and Innovation
Company: Utilismart Corporation
Address (street): 201-555 Southdale Road East
Address (City): London, Ontario N6E 1A2
Telephone: 1 (888) 652-0689 ext. 2533
Email: mkarlicic@utilismartcorp.com

or at such other address the addressee may from time to time have notified the addressor pursuant to this Section 5. A Notice shall be deemed to have been sent and received on the day it is delivered personally or by courier or electronic internet communication. If such day is not a business day or if the Notice is received after 5:00 p.m., the Notice shall be deemed to have been sent and received on the next business day.

6. TERM AND TERMINATION

- a. Initial and Renewal Terms. Subject to the early termination rights described in Sections 6(b) and 6(c) below, the term of this Agreement shall be 60 (sixty) months, commencing on the date hereof (the "Initial Term"). The Agreement shall automatically be renewed for successive twelve (12) month term(s) (each a "Renewal Term"), unless 90 days notice of termination is provided by the Customer to Utilismart Corporation in writing prior to the end of the Initial Term. The "Renewal Term" shall be for twelve (12) month periods following the "Initial Term" and shall continue until 90 days notice of termination is provided by the Customer in writing to Utilismart Corporation.
- b. Termination for Breach. If there has been a breach or default of the terms of this Agreement (as defined below) by either party (the "Defaulting Party"), then the other party may terminate this Agreement after giving the Defaulting Party Notice, in accordance with the provisions of this Agreement, of the breach or default and 30 days to remedy the same or 10 business days in the case of a failure to make, when due, any payment pursuant to this Agreement. In the event the breach or default is not remedied within the time periods described above, this Agreement shall terminate immediately. For the purposes of this Agreement, a breach or default will include the following:
 - (i) A violation of any term of this Agreement; and
 - (ii) The failure to make, when due, any payment required pursuant to this Agreement.
- c. Effect of Expiry or Termination. Subject to Sections 6(a) – (b), upon expiry or termination of this Agreement, the following shall apply:
 - (1) Utilismart will immediately stop performing Services, unless otherwise agreed to in writing by the Customer;
 - (2) The Customer will pay Utilismart any fees described in SCHEDULE A which have been invoiced by Utilismart and remain payable by the Customer under the terms of this Agreement for Services provided by Utilismart up to and including the date of termination;
 - (3) The termination of this Agreement shall not affect any rights or obligations which may

have accrued prior to such termination or any other rights which the terminating party may have arising out of either the termination or the event giving rise to the termination and shall not affect any continuing obligations of either of the parties under this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- (a) Customer Proprietary Information. The Company acknowledges and agrees that it shall have no right, title, claim, interest, security interest or lien ("Interest") in any specifications, designs, plans, drawings, data, software, computer systems, prototypes or other technical or business information ("Proprietary Information") and disclosed to the Company by or on behalf of the Customer in connection with this Agreement ("Customer Proprietary Information"), regardless of whether any such information constitutes a trade secret or is competitively sensitive, or in any Proprietary Rights (as defined below) with respect thereto, and disclaims any such Interest in any of the Customer Proprietary Information or such Proprietary Rights. The Customer hereby grants or shall grant to The Company a personal, non-exclusive, non-transferable, royalty-free license (without the right to sublicense, except to affiliates) during the Term, to use, execute, reproduce, display, perform and copy such Customer Proprietary Information (including the right to provide such information to subcontractors) for the sole purpose of performing the Services and only to the extent necessary to do so. As used in this Agreement, "Proprietary Rights" means, with respect to any item, all trade secret, copyright, patent, trademark, service mark, certification mark, trade dress or other intellectual property or proprietary rights in all countries related to such item or any part thereof, any extensions or renewals of the foregoing, and any registrations, patents or applications with respect to the foregoing.

The Company Proprietary Information. The Customer acknowledges and agrees that it shall have no Interests in any Proprietary Information disclosed to the Customer by or on behalf of the Company in connection with this Agreement ("The Company Proprietary Information"), regardless of whether any such information constitutes a trade secret or is competitively sensitive, or in any Proprietary Rights with respect thereto, and disclaims any such Interest that it might otherwise have in any of the Company Proprietary Information or such Proprietary Rights. Where necessary for the proper performance of the Services under this Agreement, the Company will grant to the Customer a personal, non-exclusive, non-transferable, royalty-free license (without the right to sublicense, except to affiliates) during the Term, to use, execute, display, perform and copy any such Company Proprietary Information for use solely in connection with Customer's receipt of the Services.

8. LIMITATIONS OF LIABILITY

- a. Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages of any character, including but not limited to loss of use, loss of profit, past and future, additional out-of-pocket expenses incurred by the other, or other claims resulting from, arising out of, in connection with or in anyway incidental to any act or omission of the other party related to the provisions of this Agreement, including without limitation, claims of third parties.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIABILITY OF THE COMPANY TO THE CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE AGGREGATE SUM OF ALL FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT IN RESPECT OF THE SERVICES PROVIDED BY THE

COMPANY (EXCLUDING ALL FEES OR EXPENSES RELATING TO SERVICES NOT DIRECTLY PROVIDED BY THE COMPANY SUCH AS FEES RELATED TO THE RESELLING OF THIRD PARTY SERVICES) IN THE ONE (1) MONTH PERIOD PRIOR TO THE DAY ON WHICH THE CAUSE OF ACTION AROSE.

- b. The Company shall not be liable for any costs, losses, damages, legal costs and expenses, liability, claims and demands resulting from or arising in connection with any use of the Customer's usernames or passwords. The Customer is responsible for ensuring that the usernames and passwords are kept confidential. While the Company agrees to take commercially reasonable measures to protect its systems, the Customer acknowledges and agrees that under no circumstances shall the Company be held responsible or liable for situations where the data stored or communicated through the Company's website interface are accessed by third parties through illegal or illicit means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws, if unknown to the Company at the time, which may exist in the Host System (as defined herein). The Company simply stores and facilitates the transmission of private electronic communications. Electronic communications on the Company's Host System are private, and only under situations where explicitly required or allowed by law will such communications be accessed, intercepted, disclosed, or used without the consent of at least one of the parties to the communication.
- c. While the Company agrees to take commercially reasonable steps to ensure that the Services being provided by it under this Agreement will perform as represented to Customer in this Agreement, the Company does not represent or warrant that the Services will continuously operate or be provided without error or malfunction. The Customer agrees that in the event of an error, malfunction, or failure of the Services to perform as represented herein (an "Error"), the Company shall first be given a comprehensive written report from Customer as to the Errors being experienced in as much detail as reasonably possible so as to assist Company in rectifying same. Company agrees to promptly review and to make commercially reasonable efforts to remedy the Error without delay. The parties shall cooperate so as to allow Company to effect any required changes, patches, updates, etc. in a timely manner and to minimize the disruption to Customer.
- d. The parties agree that the Company shall have no liability for any of Customer's damages or losses arising as a result of an Error if: (i) the Company rectifies the Error within a reasonable period of time, (ii) the Customer fails to follow the error reporting procedure set out in this section, or (iii) the Error is caused by:
 - (aa) any product or service, including but not limited to hardware, software or telecommunications services supplied by a third party, and/or including but not limited to all products and services which the Company offers to its Customer as a reseller but which are delivered by a third party entity (a "Third Party Service"); or
 - (bb) any Error that is caused by or results from a Third Party Service; or
 - (cc) any force majeure (being a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason or cause) beyond the control of the Company.

Customer shall also take all commercially reasonable steps necessary so as to comply with the Company's advice and direction as to accessing and using the Services so as to reduce the likelihood of Errors.

9. GENERAL

- a. Entire Agreement. This Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of South Dakota with respect to any matter arising under or related to this Agreement.
- c. Amendments. This Agreement will not be amended or supplemented except by written agreement entered into by an authorized signatory of each of the parties.
- d. Waivers. No waiver of any obligation or any remedy for breach of any provision of this Agreement will be effective or binding unless made in writing and agreed to by an authorized signatory of the party purporting to give the same and, unless otherwise provided, will be limited to the specific obligation or breach waived.
- E. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute either party as a partner, employee or agent of, or joint venture with the other party. Neither party shall have any authority to hold itself out as acting on behalf of or to legally bind the other.
- F. Binding Agreement. This Agreement shall endure to the benefit of and shall be binding on and enforceable by the parties, and where the context so permits, their respective successors and permitted assigns. Except as otherwise set out in this Agreement, this Agreement shall not confer upon any other person except the parties and their respective successors and permitted assigns, any rights, interests, obligations or remedies under this Agreement.
- G. Assignment. Utilismart may assign this Agreement or any of its rights or obligations hereunder, in whole or in part, with the prior written consent of the other party (said consent will not be unreasonably withheld).
- H. Severability. In the event that any of the covenants herein shall be held unenforceable or declared invalid for any reason whatsoever, to the extent permitted by law, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.
- I. Execution in Counterparts. This Agreement may be executed in counterparts and delivered by electronic means and the counterparts together shall constitute one and the same Agreement.

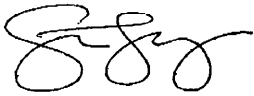
10.0 Survival

- (a) Neither the expiration of the Term nor the earlier termination of this Agreement will release either of the parties from any obligation or liability incurred prior to such expiration or termination.
- (b) In addition to the terms of this Agreement that by their very nature survive the expiry of termination of this Agreement, the terms of Article 4 (Confidential Information) Article 7 (Intellectual Property Rights) and Article 8 (Limitation of Liability) shall survive the expiration or earlier termination of this Agreement for a period of five (5) years.

[Remainder of page intentionally left blank. The next page is the execution page.]

IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed by their respective representatives duly authorized in that behalf:

UTILISMART CORPORATION



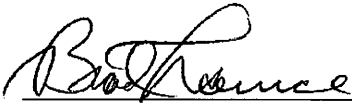
Name: Steve Ray
Title: President

10-28-2020

Date

I have authority to bind the corporation.

CITY OF MADISON, SD

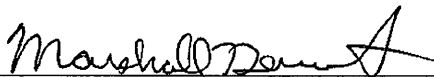


Name: Brad Lawrence
Title: Utility Director

10-13-2020

Date

I have authority to bind the corporation.



Name: Marshall Dennert
Title: Mayor

10-13-2020

Date

I have authority to bind the corporation.

SCHEDULE A – SERVICES AND FEES

SERVICES

Company will implement and deliver its cloud-based solutions, including Utility Data/Device Manager and SmartMAP. Once Company has completed the implementation of Utility Data/Device Manager and SmartMAP, and their integration with Customer's systems, Company, will begin the delivery of day to day managed services.

Utility Data and Device Manager

The Utility Data Manager is an advanced data processing and exchange platform that enables grid modernization and helps a utility achieve the transformation of a digital grid.

The Utility Data Manager integrates data from multiple sources to make analysis and reporting easier. It incorporates advanced Validation, Estimating and Editing (VEE), delivered to satisfy industry's VEE requirements. Trusted and used by multiple Utilities in multiple jurisdictions, Utilismart integrates AMI and ODS to leverage the AMI investment.

The Utility Data Manager is the database at the heart of Utilismart's online metering data solution. It allows utilities and other providers of energy to acquire data from various sensors and electrical, water and gas meters. Data consolidation capability is a crucial feature of the Utility Data Manager. It provides a prerequisite for advanced reporting, billing and Utility Analytics (UA). It is ideal for anyone in the energy industry, which requires meter data management and analysis but wishes to avoid operating and maintaining on-premise hardware and software.

This robust tool collects usage and event data from smart meters, interval meters or any other sensor or device providing a stream of monitored data. It then stores, manipulates, analyzes and serves the data out to other systems such as Ontario Provincial MDM /R, CIS, UA applications, consumer engagement portals, advanced reporting applications, etc.

The Utility Device Manager is a secure, web-based application connected to the Utility Data Manager. It is a valuable tool for troubleshooting communication issues on metering networks. It provides a snapshot of all your electric, water and gas meters showing the status of the meters as well as their geographical location for residential, commercial and industrial customers. It acts as a front-end to the Utility Data Manager, allowing your staff to begin their day by reviewing the status of the previous night's data retrieval from across your network.

Communication problems are inevitable – weather, vegetation and other realities of the outdoors can interrupt the regular reading of meter data. While it is possible to interpolate and estimate the missing meter reads, it is always preferable to obtain actual meter reads over calculated results when billing customers.

The Utility Device Manager helps you minimize the number of estimated readings you use. It helps you geographically pinpoint sites of communication disruption and manually retrieve metering data that would otherwise be calculated or estimated. It essentially serves as a direct communications alternate solution when automated processes fail.

Utility Data Manager Services:

- Data ETL Adapter: Enables data receipt/processing from a specific AMI/AMR system
- VEE Engine: Validate, Estimate and Edit (VEE) meter data

- CIS Synchronization Process
 - CIS Periodic Synchronization – Flat File or MultiSpeak Synchronization
 - CIS Incremental Synchronization – Flat File or MultiSpeak Synchronization
- Publishing Billing Reads to Customer's CIS: ADE (Automated Data Exports)
 - Daily Billing Reads File (billing reads) or MultiSpeak web service integration
 - PRN File Export to C&I Energy Manager (if required)
- Data Interchange: SFTP site
- Store validated data in operational data store with online historical access for Three (3) years

Utility Device Manager Reports

- Secure access to data through web/mobile applications
- AMI Performance Reports
- Meters Not Read Analysis
- UDM Performance Reports
- Geospatial view of the meters
- Remote Actions (Remote disconnects, On-demand reads, Power Status Checks) – If integrated with AMI Headend System
- Data View/ Edit Reports
- Load profile, register reads, voltage data display
 - Peak Demand Report
 - Calculated Peak Demand Report

Helpdesk Reports

- Meter Trouble Report
- Synchronization Issues Report

SmartMAP

SmartMAP provides near-real-time analytics to monitor the health of your electrical distribution network. Taking advantage of smart meter capabilities, SmartMAP combines your metered data along with your network model to report and detect problems and alert operations and engineering via a secure, map-based web portal and email alerts.

SmartMAP provides the engineering and operational groups at an electric utility with a geographic analysis tool of their medium voltage distribution system. It helps you build an analytic model of your system and combines that with data from smart meters, wholesale meter points and other sensors to create a sophisticated simulation of your distribution system. SmartMAP helps you understand, plan and operate your system more effectively.

Enjoy Full Visibility of Your Network

SmartMAP provides the visibility necessary to respond to over voltage drops, overloaded transformers, network losses and power outages. Even if you do have a SCADA system, SmartMAP delivers a much higher degree of visibility – beyond substations and right down to secondary transformers and meters

on secondary circuits, so you can pinpoint problems and resolve them proactively before they become costly emergencies.

Outage Management

SmartMAP acts a full Outage Management System (OMS) which is integrated with GIS, CIS and AMI. It identifies power outages, alerts you and once again provides a map indicating the locations of all the affected (and unaffected) meters in the area. Knowing this information in advance of customer phone calls improves customer service. It also helps network operators infer the precise origin of the outage, so they can respond quickly. Power outage data can also be fed into an outage management system.

SmartMAP Outage Management (OM) module enables utilities to determine the scope of power outages and reduce their duration and impact through proactive management and response. Integration with AMI and GIS systems allows for the automated outage determination and power restoration processes. SmartMAP helps utilities improve their service reliability by determining the probable fault location and by integrating the service vehicle locations into an outage management workflow. Automated reporting streamlines process management by introducing key performance indicators. Additionally, it provides improvements in asset management and planning processes. Publicly accessible outage map enables utilities to keep their customers and stakeholders informed.

Monitor by Exception

SmartMAP provides a dashboard displaying the status of your network, but the real power lies in its alert system. You can setup tolerance thresholds for different situations and automatically email the right person if a threshold has been exceeded wherever they are and at any time of day. Since network problems don't confine themselves to business hours, SmartMAP ensures network operations personnel receive alerts as they are developing, rather than after the fact. It also eliminates the problem of "data overload" by steering attention to specific customer situations or network devices that are causing problems.

Gain Efficiencies through Proactive Operations

When network issues go unnoticed until customers complain or there is a power outage, it is almost always more expensive to fix the problem. SmartMAP will help you anticipate rather than react, to avoid unnecessary costs and improve your reliability rating. It is an easy to use map-based solution for isolating and addressing the following

Under and Over Voltage Conditions

SmartMAP can send you an alert (by email and/ or text message) about voltage deviations. By simply clicking on a link in an alert, SmartMAP displays an interactive map that shows all the affected network devices. Drilling down on any device displays the historical voltage profile for that device so operations and engineering can see if the over or under voltage condition is temporary or chronic.

Overloaded Transformers

Similarly, SmartMAP alerts you to the location and severity of overloaded transformers, displaying them on a map so your network operations staff can assign work efficiently. Seeing physical locations helps operations minimize truck rolls by grouping nearby at-risk transformers into a single work order. It also provides historical analytics, so operators can make better, more informed decisions about servicing, replacing, or even moving customers to different transformers to extend transformer life.

Losses

SmartMAP can show all the feeders at a substation and the load at each feeder at a glance, including kW, kVAR and voltage for each phase, and lets you drill down to see more details on each feeder. It also compares the load on the feeder with the sum of all the meters downstream to show loss patterns, by day and by hour (including all residential & C&I customers). Operations can compare these patterns to normal loss profiles (arising from technical losses) to expose potential power theft. For example, a sudden spike in the Network Loss graph to 40% at 5am is a clue that a non-metered load has been introduced on that feeder.

Using the data provided by Utility Data Manager, SmartMAP runs real, measured voltage and load meter data through an engineering model and a connectivity model to eliminate guess work and estimates. It can then provide a realistic and reliable simulation of your distribution network from the transmission substation all the way down to individual meters. It acts like a data scientist, converting vast amounts of complex data into actionable information.

Benefits to the Operations Group

SmartMAP is not only identifying issues on the network but indicating their exact locations and showing the calculated impact across the network. It detects and alerts on voltage problems, overloaded transformers and lines, and power outages. It also shows the historical temperatures.

You can click on a map of your system and click on any line to see how much power is flowing over it – real and reactive power, percentage loading, current, and losses (as calculated by SmartMAP based on the model and measured data). You can also click on any node to see the voltage and real and reactive load.

SmartMAP allows you to respond more quickly to outages by pinpointing the origin of the problem and recommending optimal switching to restore power more quickly. It can even send alerts out to customers via mailing lists or social media to improve customer outreach. SmartMAP can also make recommendations in cases of overload assets to avoid damage, extend equipment life and reduce costs.

Benefits to the Engineering Group

SmartMAP provides the analysis and planning information necessary for distribution engineering. With a realistic simulation of the distribution system, you can perform what-if scenarios, and see what the impacts will be. It helps you plan for expansion, evaluate upgrades, and find opportunities to improve efficiency and reduce losses.

SmartMAP helps engineers manage:

Load Flow Analysis

A key tool for system planning and identifying problem areas on a system, SmartMAP lets you evaluate the voltage profile of a feeder under different conditions, find overloaded lines and evaluate the effect of different conductor sizing. You can compare the losses of different supply options to new loads, test the effects of distributed generation, simulate voltage conversion on older parts of the system or even evaluate a proposed new substation.

Because SmartMAP's analysis is informed by real, measured data you can have confidence in the accuracy of the results to plan improvements to your distribution system and justify the decisions you make.

Feeder Analysis

Improve the design and operation of feeders in your distribution system through capacitor optimization analysis and phase balancing analysis. Find the best size, the right number and the best location to place capacitor banks to reduce losses. Determine changes to the system to reduce feeder imbalance, reduce losses and improve capacity and power quality.

Open Point Optimization

Determine the best changes to make to open point locations in your distribution system to reduce real power losses. With optimal switch configuration, you can avoid unnecessary capital investment, have a flatter system voltage profile and free up feeder capacity.

Short-Circuit Analysis

Determine how your system will behave under fault conditions so you can design and install protective devices to protect equipment and personnel. SmartMAP shows fault currents and impedances due to system faults (single or multiple faults) as well as the fault path and current and voltages along the path.

Cloud-Based Infrastructure

The Company will provide its services from its highly secure data center. The data center offers full redundancy, including power supply, fire suppression, cooling, and high availability Internet. The data center is a secure environment with controlled and monitored access, including multiple levels of physical and network security.

The Company will operate and maintain an IT infrastructure required for the delivery of Utility Data/Device Manager and SmartMAP solutions, including:

- Suitable facilities for all hardware, including proper environmental conditioning, power back up, and surge protection.
- Physical deployment of server hardware and operating system.
- Backup and other required support processes.
- Maintenance of servers and operating systems.

The Company will maintain its Information Security Management System (ISMS), a set of policies and procedures to manage the system and network security, following the ISO 27001 standard.

The Company reserves the right to modify its ISMS policies and procedures in response to changes in cybersecurity requirements. Upon request, the Company will review the current version of its ISMS with the Customer.

Integrations

The following integrations are included in the scope of this Agreement:

1. MultiSpeak/flat file integration between Utility Data/Device Manager and Customer's Tyler CIS
 - MDM-CIS (Billing Determinants)
 - CIS-MDM (Meter Lifecycle Synchronization)
2. MultiSpeak/Flat file integration between Utility Data/Device Manager and Customer's OATI AMI headend system
 - AMI-MDM Meter Readings
 - AMI-MDM Events (Alarms, Alert, Statuses)
 - AMI-MDM Last Gasp/Restoration Messages
3. MultiSpeak integration between Utility Device Manager and Customer's OATI AMI headend system
 - Remote Actims: Remote Disconnect and Power Status Check
4. Integration between Utility Data Manager/SmartMAP and Customer's mPower GIS
 - SmartMAP GIS Synchronization

Optional Integrations

1. Flat file integration between Utility Data/Device Manager and Customer's SCADA system
 - SCADA points near-real-time readings

Project Management

The Company will designate a Project Manager who will have the authority to act on the Company's behalf in all matters regarding the implementation and integrations of the Utilismart system and will serve as the interface to the Customer's Project Coordinator.

Responsibilities include:

- Aligning with Customer Project Coordinator for project planning.
- Leading kickoff and status meetings remotely.
- Obtaining and providing applicable information, data, and decisions as required to complete project requirements.
- Assisting in resolving project issues and escalating within the Company and with Customer as necessary.
- Facilitating all necessary activities for the project completion and achievement of services defined in this Agreement
- Project status reporting based on mutually agreed upon reporting frequency.

The Company will promptly advise the Customer of any change in the Company's Project Manager and provide full contact information.

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FEES**PILOT PHASE - PHASE ONE FEES****One-Time Implementation Fees – Phase One**

Service Description	One-Time Fees
Integration	
AMI- MDM - Meter Reads Events GET Meter Readings	\$5,000.00
MDM-AMI – Remote Connect Disconnect/Power Status Check	\$5,000.00
MDM -Tyler CIS – Billing Determinants Publishing	\$7,500.00
Tyler CIS - MDM –Lifecycle Synchronization via MultiSpeak/Flat File	\$7,500.00
GIS/CIS-MDM Meter to Transformer Relationship Synchronization	\$5,000.00
(add additional integrations @ \$6,000 each)	\$0.00
Subtotal: Integration Fees	\$30,000.00
System Setup	
Project Management Fees	\$10,000.00
Utility Data/Device Manager	\$10,000.00
SmartMAP	\$24,000.00
Subtotal System Setup Fees	\$44,000.00
Total: One-Time Fees for Phase One	\$74,000.00

Recurring Service Fees – Phase One

Service Description – Phase I	Pilot Phase Service Fee
Utility Data/Device Manager and SmartMAP: 6-Month Pilot Fee	\$11,281.00

Total Pilot Fees

Grand Total Pilot Phase – Phase One	\$85,281.00
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Pricing is based on 791 meters/devices; All fees are in US dollars; All prices/service fees exclude applicable taxes; Service fees and related discounts are applicable during the initial agreement term; Utilismart Corporation reserves the right to increase the service fees for the renewal term at an annual rate of 2%. Custom product development and modifications may be available at Time and Material rate of \$150 per hour.

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FULL SYSTEM DEPLOYMENT - PHASE TWO FEES

One-Time Implementation Fees – Phase Two

Service Description	One-Time Fees
System Setup and Integration completed during Phase One	\$0.00
Total: One-Time Fees for Phase Two	\$0.00

Recurring Service Fees – Phase Two

Service Description	Monthly Service Fees
Utility Data/Device Manager and SmartMAP - Monthly Recurring Base Fee	\$1,666.67
Utility Data/Device Manager and SmartMAP - Monthly Per Meter Fee (based on 5360 meters)	\$2,226.33
Total Monthly Recurring Fees	\$3,893.00
Total 60-Month Service Term	\$46,716.00
Total 60-Month Service Term	\$233,580.00

Pricing is based on 5,360 meters/devices; Additional meters over 5,360 will be billed at \$0.41 per meter per month; Actual number of meters will be calculated for each billing term; All fees are in US dollars; All prices/service fees exclude applicable taxes; Service fees and related discounts are applicable during the initial agreement term; Utilismart Corporation reserves the right to increase the service fees for the renewal term at an annual rate of 2%. Custom product development and modifications may be available at Time and Material rate of \$150 per hour.

Travel, Accommodation and Living Expenses

To implement Utilismart cloud-based solution, Company typically performs all work at its office. It communicates with Customer via webinar, including project kickoff and status meetings, information exchange, system integrations, troubleshooting and training activities. However, if Customer prefers, certain project activities can be performed at Customer premise on a Time and Material (T&M) basis. All project management work performed at the Customer premise will be billed using the following fee schedule:

Fee	Fee
Project service T&M office rate (Per Hour)	\$150/hr
Project service T&M on premise rate (Per Hour)	\$250/hr
Travel Time (per travel Hour)	\$125/hr

The above table does not include travel expenses. Travel expenses, such as airfare, car rental, taxi, hotel and meals, will be billed at cost.

Payment Schedule

One Time Setup Fees – Initial Payment	50% of the One-Time Implementation Fees are due on Agreement signing date.
One Time Setup Fees – Final Payment	The balance of the One-Time Implementation Fees are due on or before February 1, 2021.
Monthly Service Recurring Fees – Pilot Phase: Phase One	Invoiced on April 15, 2021 for the services delivered in the month of April, 2021 and monthly thereafter for both Initial and Renewal Terms of this services agreement.
Monthly Service Recurring Fees – Full System Deployment: Phase Two	Invoiced on October 15, 2021 for the services delivered in the month of October, 2021 and monthly thereafter for both Initial and Renewal Terms of this Agreement.

Implementation Timeline

Project Start Date

The project start date for the provision of the services defined in this Agreement is **October 10, 2020**.

Implementation timeline will be between **October 10, 2020**, and **April 01, 2021**, and it will include the provision of the services such as system setup, configuration, implementation and integration activities that will enable Company to deliver day to day managed services to Customer defined in this Agreement.

Services Start Date – Pilot Phase: Phase One

The services start date (Initial Term Start Date) for the delivery of the day to day managed services, defined in this Agreement as Pilot Phase One Services, is **April 01, 2021**.

Services Start Date – Pilot Phase: Phase One

The services start date for the delivery of the day to day managed services, defined in this Agreement as Full System Deployment, Phase Two Services, is **October 01, 2021**.

[Remainder of page intentionally left blank.]

SCHEDULE B - SERVICE LEVEL AND CUSTOMER SUPPORT

UPTIME

Utilismart web applications will be available 24 hours per day, 7 days per week except, but not limited to, regular and planned application/service maintenance windows, third party service interruptions and acts of God. Regular maintenance windows are scheduled for each Wednesday from 18:00 and 24:00 and Saturday from 17:00 and 24:00. Utilismart Corporation reserves the right to schedule a planned maintenance window outside regular maintenance window hours and to shift the standard maintenance windows periodically to meet changing business needs. Planned maintenance will be announced at least 2 days ahead of the scheduled maintenance. Utilismart Corporation reserves right to execute emergency application maintenance for the purpose of protecting customers' data security, confidentiality and integrity. During these application / service maintenance windows Utilismart web sites may not be accessible to Customers.

ACCESS REQUIREMENTS

Utilismart web applications access requirements:

- Internet access;
- The latest version of Google Chrome
- Dual Quad core processor and 8GB of memory or better are currently recommended; and
- ADSL / Cable 10 Mbps or higher is recommended internet speed

CUSTOMER SUPPORT

Customer support will be available during the business days, Monday to Friday from 8:00 a.m. to 5:00 p.m. except for statutory holidays. Customer support will be accessible through toll free number +1 (888) 652-0689 and/or email address helpdesk@utilismartcorp.com.

SERVICE LEVELS

Overall Objective

The objective of the UC Solution Service Levels is to allow UC to meet or exceed Customer requirements and to meet contractual obligations.

When customers open a ticket in the Utilismart Helpdesk system, they can specify a priority of the problem. This will guide the support team about the actions to take when the case is assigned to a support analyst. Priorities will determine the urgency with which a support engineer needs to start investigating the problem.

Support Severity Levels

Level 1 Tickets shall be raised for defects that do not impact effective system operation, or have minimal effect on the system or Customer's business process. An appropriate alternate method is

available. Unless expressly agreed, defects will generally be resolved in Utilismart's next maintenance release.

Other normal non-urgent requests may also be considered Level 3 Tickets including password resets and questions that Customer's may have regarding systems features and functionality.

Examples include:

- a. Explain feature functionality
- b. Request for training
- c. Request for additional functionality/new system features

Level 1 tickets shall be created using the Helpdesk email system.

Level 2 Tickets should be raised when there is a loss of some functionality (not included in Level 1) or partial loss of data. Defects do not stop system operation, do not preclude users from performing their tasks, and/or may partially impact data integrity (i.e. less than Level 1). There may be a work around, but implementing the work around is unacceptably time consuming and will adversely affect Customer's ability to conduct normal system production activities.

Level 2 issues will also include standard course of business activities that Support Analysts perform to provide continuous accurate information to the Customer such as adding meters via the U1010 process or Meter Change Form, final billing reads at move out or changes to ADE. Examples include:

- Read performance falls below the expected 98% threshold
- Sudden change in performance of meters read, number of estimated intervals and/or delivery statistics
- Partial data loss either at import or ADE
- Data is corrupt
- Application has limited capability
- Meter add, change or removal required through the U1010 process or Meter Change form submission.
- Adhoc requests for specific meter data or reports
- Password reset or request for new user access
- Investigation and/or troubleshooting regarding specific meter data, communication performance, system performance or summary information

Severity 2 cases shall be reported by opening a Helpdesk ticket via email. Additional telephone notification to Helpdesk support is advisable but not required.

Level 3 Tickets should be raised when a critical issue is identified; the system is not functioning, unavailable, or unusable, data is not loaded and/or transferred as required or billing data is lost. Defects are critical in nature, do not allow the system to fully operate or impact data integrity, do not have workarounds and demand immediate action. Data integrity is defined as 10% or more of the actively communicating meters not read or processed. Examples include:

- Portal hangs at login
- File transfer is not executed successfully either from AMI system to web portal or to MDM/R
- Meter read success rate is unacceptable (below 90%)
- Meter functionality hangs in portal (disconnect/reconnect/ORR)
- Integration application fails
- Database needs to be recovered from a backup copy (system fail over)

In addition to opening a ticket via email, the customer shall report Level 3 issues via the Helpdesk support line (866-652-0869) and identify the level of the issue they are reporting.

Support Response Times/Resolution Times

The priority of a ticket governs the expected response time for resolution. Resolution times are as follows:

Level 1

a) Response time

Utilismart will acknowledge the customer call reporting such problems by phone or email within one hour of notification within contracted support hours. If the problem is reported outside of the contracted support hours, Utilismart will acknowledge the ticket/call the following business day.

b) Problem resolution

Utilismart will make commercially reasonable best efforts to start investigating the problem immediately after acknowledgement and attempts to fix the problem or provide a work around solutions as soon as reasonably possible.

Level 2

a) Response time

Utilismart will acknowledge such notice within one hour of notification within contracted support hours. If the problem is reported outside of the contracted support hours, Utilismart will acknowledge the ticket/call the following business day.

b) Problem resolution

Utilismart will make commercially reasonable effort to start investigation the problem within a business day of acknowledgement, and will provide a solution in the form of workaround or documentation clarification, as soon as reasonably possible.

Level 3

a) Response time

Utilismart will acknowledge such notice within one hour of notification within contracted support hours. If the problem is reported outside of the contracted support hours, Utilismart will acknowledge the ticket the following business day.

b) Problem resolution

Utilismart will work on the case as time permits. Implementation of the solution may be in the form of an alternative solution, additional training or documentation clarification. Generally, fixes for non-critical errors are addressed in a future scheduled product release.

[Remainder of page intentionally left blank.]

**Sales Quotation For:**

City of Madison
116 W Center St
Madison SD 57042-0308

Quoted BY Tanner Cate
Quote Expiration 5/25/24
Quote Name

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Customer Relationship Management Suite	
Additional Handheld Meter-Reader Interface	\$ 1,929
Meter Data Sync with Scheduler	\$ 5,787
Electric Package	\$ 5,250
TOTAL:	\$ 12,966

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	12	\$ 1,740

Services		
Description	Hours/Units	Extended Price
Other Services		
Mass Meter Swap - Electric	500	\$ 1,000
Project Management	1	\$ 250
TOTAL:		\$ 2,990

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 12,966
Total Tyler Services	\$ 2,990	
Summary Total	\$ 2,990	\$ 12,966
Contract Total	\$ 15,956	

Comments

Electric Package

Electric Package (includes Time of Use, Net Metering, KVAR and Demand billing) price is per electric meter

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

12/14/2023

City of Madison
Roy Lindsay, Mayor
116 W Center Street
Madison, SD 57042

Re: Hazard Mitigation Grant Program (HMGP) Award –DR-5418-HMGP-07F

Dear Mr. Lindsay:

A grant award has been approved through the Hazard Mitigation Grant Program Grant. This award is to City of Madison for to purchase and install a backup generator in Madison at a fire station. The federal share will not exceed \$48,848.40. Should the total eligible project cost be less than \$65,131.20, the respective federal and sub-applicant share will be reduced accordingly. **Please sign and return the Sub-Recipient Agreement and the Environmental Report to the Office of Emergency Management.**

Ensure all environmental/historical preservation requirements are complied with in the execution of this project per the enclosed FEMA Environmental Report. Any deviation from the original scope of work will require a written request for a change of scope. This request will identify the proposed change of scope and address any adjustments of the total project cost and/or work schedule. Work cannot progress with regard to the request for change of scope until authorization has been received from the state to proceed.

A quarterly report must be submitted by the 15th of April and then quarterly thereafter until the project has been completed. Quarterly reports are due the 15th of January, April, July and October. Please review paragraph 27 for further details. Should you have any questions, please contact me at (605) 773-3231.

Sincerely,



Jim Poppen
Mitigation and Recovery Manager

CC:

File
Kody Keefer, Lake County EM
Mark Nelson, Regional Coordinator

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT**

**Sub-Recipient Agreement
Between**

City of Madison
116 W Center Street
Madison, SD 57042

State of South Dakota
Department of Public Safety
Office of Emergency Management
118 W. Capitol Ave.
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the “Agreement” hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) is included in Exhibit A and, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-Recipient’s consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

A. The Sub-Recipient will undertake and complete the work or performance as follows: to purchase and install a backup generator in Madison at a fire station

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of DR-5418-HMGP and the amounts are indicated in Exhibit A.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or

termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report. Records for real property and equipment must be retained for 3 years after final disposition.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION:

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- (A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- (D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflict of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT:

Sub-grant closeout will be completed upon verification of final reimbursement between the State and sub-recipient. The State will prepare the closeout documents consisting of: 1-Request to close the grant, 2-Final

Mitigation Project Work Schedule and Performance Report, 3-Written justification all environmental Conditions were met. The State will provide the completed documents to the sub-recipient for review for accuracy or corrections and upon verification of accuracy documents, sub-recipient will sign and return to the State. This will complete the sub-recipient closeout requirements.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award; and any additional provision found in Exhibit C.

11. SUB-RECIPIENT IDENTIFICATION:

Upon execution of this Agreement, Sub-Recipient will provide the State with Sub-Recipient's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

12. USE OF EQUIPMENT, SUPPLIES AND FACILITIES:

Sub-Recipient will not use State equipment, supplies or facilities.

13. THIRD PARTY BENEFICIARIES:

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

14. COST PRINCIPLES:

Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

15. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Sub-Recipient may only terminate this Agreement if no grant funds under this Agreement have been expended. If this Agreement is terminated for any reason and the project is only partially complete, the Sub-Recipient may be required to repay all grant funds paid under this Agreement to the State.

16. FUNDING:

This Sub-Recipient Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

17. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto. Any assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

18. CONTROLLING LAW:

This Sub-Recipient Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principals. Federal law, administrative rules, and grant guidelines control the use and administration of federal grants. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

19. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

20. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

21. NOTICE:

Any notice or other communication required under this Agreement shall be in writing.

22. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient may use contractors to perform work under this Agreement as set forth in Section C. The Sub-Recipient may not sub-grant funds under this Agreement without the previous written approval of the State.

The Sub-Recipient will include provisions in its contracts for this project (or sub-grants if approved) requiring its contractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its contractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any contractors and/or sub-recipients. The Sub-Recipient is required to assist in this process as needed.

23. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

24. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination. Termination of this Agreement for any reason by either party does not relieve the Sub-Recipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Sub-Recipient fails to complete the project within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension. If no request for an extension is received, and the term of this Agreement expires, the funds awarded under this Agreement will automatically de-obligate and be available to other sub-recipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

25. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

26. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification, and agrees such noncompliance may be grounds for termination of this Agreement.

27. COMPLIANCE WITH EXECUTIVE ORDER 2023-02:

Sub-Recipient certifies and agrees that the following information is correct:

In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Sub-Recipient is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.

Sub-Recipient further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

28. CHANGES IN SCOPE OF WORK:

All conditions stated in the project's environmental document must be followed. This project cannot be changed or altered in any way without written authorization from the state and FEMA. A change in scope is any change from the description of the project as approved. Examples include increasing the number of structures, adding new structures in an acquisition, and changes to engineering design. Proposed changes must be formally submitted to the state for review. The applicant must obtain approval from the State and FEMA before proceeding with any changes to the project or federal funding will be jeopardized. Changes may require additional environmental review.

29. REIMBURSEMENTS:

The federal share will not exceed \$48,848.40. Should the total eligible project cost be less than \$65,131.20, the respective federal and sub-applicant share will be reduced accordingly. All reimbursements will be made to maintain the original grant cost share.

30. REPORTING REQUIREMENTS:

The Sub-Recipient shall submit quarterly reports that include a comparison of actual accomplishments to the approved activity objectives, percentage completed to date, and summary of the financial activity for the reporting quarter and include planned activity for the next quarter. The reports shall be submitted within 15 days of the end of the quarter. The quarters will end on December 30, March 30, June 30, and September 30. Failure to submit quarterly reports may result in termination of this grant agreement.

31. FEDERAL REGULATIONS:

The Sub-Recipient shall comply with Unified Hazard Mitigation Assistance Grant Program Guidance, 2 CFR Part 225, The Robert T. Stafford Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121-5206 (Stafford Act), Title 44 of the Code of Federal Regulations (CFR), and 31 CFR 205.6.

32. DOMESTIC PREFERENCES FOR PROCUREMENT:

In accordance with 2 CFR 200.322, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

33. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

2 CFR 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

34. RECORD OF ENVIRONMENT CONSIDERATION:

Sub-Recipient will read and comply with the Record of Environmental Consideration (REC), which is attached as Exhibit B.

D. AUTHORIZED SIGNATURES

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Sub-Recipient Signature

Date

State - SD Office of Emergency Management Hazard Mitigation Grant Program
Administrator

Date

State – Director of SD Office of Emergency Management

Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its Unique Entity Identifier (SAM)) number:
City of Madison
- b. Sub-Recipient's unique entity identifier Unique Entity Identifier (SAM) number: MTC8CUH8MNQ6
- c. Federal Award Identification Number (FAIN): DR-5418-HMGP-07F
- d. Federal Award Date: 12/06/2023
- e. Sub-award Period of Performance: 03/31/2023-03/31/2026
- f. Amount provided by State/Grantor: \$16,282.80
- g. Amount matched by Sub-Recipient: \$9,769.68
- h. Total Grant Amount: \$65,131.20
- i. Amount of federal funds obligated to the Sub-Recipient by this agreement: \$48,848.40
- j. Total amount of federal funds obligated to the Sub-Recipient: \$48,848.40
- k. Total amount of the federal award committed to the Sub-Recipient: \$48,848.40
- l. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: to purchase and install a backup generator in Madison at a fire station
- m. Name of Federal awarding agency: Federal Emergency Management Agency (FEMA)
Pass-through entity: South Dakota Office of Emergency Management
Contact information for awarding official of the Pass-through entity: 118 W. Capitol Ave., Pierre, SD 57501-2479
ATTN: SHMO 605-773-3231
- n. CFDA No(s) and Name(s): 97-039 - Hazard Mitigation Grant Program
- o. Is the grant award for research and development (R&D)? YES ____ NO XX
- p. Indirect Cost Rate for federal award: N/A

Exhibit B

07/28/2023

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

22:07:37

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-5418-0007-SD (F) (1)

Title: Initiative Madison Fire Station/Shelter Backup Generator, Lake County, SD

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment See project conditions. - cbeecher - 07/13/2023 13:53:47 GMT
The proposed project will purchase and install a permanent back-up generator at the City of Madison Fire Station located at 200 3rd St SW, Madison SD - djones58 - 07/28/2023 22:05:28 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Not Applicable	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	The proposed actions do not affect waters of the US. - cbeecher - 07/13/2023 13:36:27 GMT
Coastal Zone Management Act (CZMA)	Not Applicable	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	

Exhibit B

07/28/2023

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

22:07:37

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-5418-0007-SD (F) (1)

Title: Initiative Madison Fire Station/Shelter Backup Generator, Lake County, SD

Environmental Law/ Executive Order	Status	Description	Comment
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	The proposed project is located in an unshaded Zone X (area of minimal flood hazard) per FIRM panel number 46079C0163C (eff. 9/2/2009). Based on the project scope of work, the project has no potential to impact floodplain function or resources. No further floodplain review is required under the 8-step process. - cbeecheer - 07/13/2023 13:42:07 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	No wetlands were identified in the project area. - cbeecheer - 07/13/2023 13:42:31 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	Minority or low-income populations were identified through program coordination and public involvement, state EJ community lists or maps, or EJSCREEN reports for Lake County. Review of the project scope of work revealed no adverse effects on these populations. Therefore, no additional review for potential EJ concerns is required. - cbeecheer - 07/13/2023 13:43:04 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The USFWS Information for Planning and Conservation System (IPaC) was accessed to obtain a list of federally listed threatened and endangered species that have the potential to occur in the project areas. The following listed threatened, endangered, and candidate species have the potential to occur at the project site: Tricolored Bat; Red Knot; Dakota Skipper; Monarch Butterfly; Western Prairie Fringed Orchid. Based on the project location and individual scope of work, FEMA has determined that the proposed projects will have no effect on listed threatened, endangered, and candidate species. - cbeecheer - 07/13/2023 13:35:06 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Not Applicable	Project does not affect, control, or modify a waterway/body of water - Review concluded	

Exhibit B

07/28/2023

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

22:07:37

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-5418-0007-SD (F) (1)

Title: Initiative Madison Fire Station/Shelter Backup Generator, Lake County, SD

Environmental Law/ Executive Order	Status	Description	Comment
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	Removal of ground vegetation in the project areas as part of the project scope of work does not have the potential to impact migratory birds, Bald and Golden eagles, and other raptors. - cbeecheer - 07/13/2023 13:38:28 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Not Applicable	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria of the July 29, 2021 FEMA, SDOEM, SD SHPO Programmatic Agreement, Appendix B: Programmatic Allowances. Project fits Allowances Tier II.D.1.c. and II.D.2.a. by SOI- Qualified staff. See project conditions. - cbeecheer - 07/13/2023 13:32:36 GMT
State Air Quality Laws	Completed	Review concluded	See project conditions - cbeecheer - 07/13/2023 13:48:24 GMT
State Hazardous Materials and Solid Waste Laws	Completed	Review concluded	See project conditions. - cbeecheer - 07/13/2023 13:49:42 GMT
State Water and Soil Laws	Completed	Review concluded	See project conditions. - cbeecheer - 07/13/2023 13:51:09 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

If cultural materials are inadvertently discovered during project activities, the applicant must cease activity and contact FEMA and the SD State Historic Preservation Office immediately.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

All work, including project staging, must be confined to the previously disturbed areas/right-of-way.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

Fill materials (soil, boulders, and/or riprap, etc.) must be obtained on-site from within the project APE or from previously approved sources (SD State Licensed Pits, existing commercial sources, existing contractor or County Stockpiles); otherwise, additional coordination with FEMA and the South Dakota SHPO will be required to obtain necessary approvals.

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-5418-0007-SD (F) (1)

Title: Initiative Madison Fire Station/Shelter Backup Generator, Lake County, SD

Fill materials (soil, boulders, and/or riprap, etc.) must be obtained on-site from within the project APE or from previously approved sources (SD State Licensed Pits, existing commercial sources, existing contractor or County Stockpiles); otherwise, additional coordination with FEMA and the South Dakota SHPO will be required to obtain necessary approvals.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

The Applicant must coordinate with the South Dakota Department of Agriculture and Natural Resources and obtain appropriate Air Quality permit to operate equipment with point source emissions.

Source of condition: State Air Quality Laws

Monitoring Required: No

All waste material associated with the project must be disposed of properly and not placed in identified floodway or wetland areas.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: No

In the unlikely event a spill or leak would occur from the construction equipment within the project area, construction activities must cease, and South Dakota Department of Agriculture and Natural Resources must be contacted regarding the appropriate procedure for handling any contaminated soils or water.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: No

Appropriate erosion and sediment control measures must be installed to control the discharge of pollutants from the construction site.

Source of condition: State Water and Soil Laws

Monitoring Required: No

All applicable permits must be obtained from the South Dakota Department of Natural Resources - Division of Water Rights.

Source of condition: State Water and Soil Laws

Monitoring Required: No

Areas of ground disturbance will be re-vegetated with native grasses to minimize and/or control the potential for spreading of noxious weeds. Special construction measures may have to be taken to preserve and protect tree health by avoiding damage to tree roots, stems, or branches. At a minimum the storage of equipment, machinery, or trucks under or against a tree should be avoided. Barriers or sturdy fencing should be placed around trees that will remain on site following construction. Construction equipment must be decontaminated before and after construction activities to prevent spread of invasive species.

Source of condition: State Water and Soil Laws

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

I have read and understand the environmental conditions of this project. If any questions arise from this project, we will contact the Office of Emergency Management.

Applicant Agent_____
Date