



BOARD OF COMMISSIONERS AGENDA

January 16, 2024

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/88462568939>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

Meeting ID: 884 6256 8939

ROLL CALL

You can also dial in using your phone.

+1 312 626 6799

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes – January 2, 2024
- 2) Bills for Approval – January 17, 2024
- 3) Bills for Ratification – January 10, 2024
- 4) Payroll Bills for Ratification – January 5, 2024
- 5) Personnel
- 6) Approve 2024 Employee Salaries/Wages
- 7) Approve Application for Taxi Cab License – Captain Morgan's Transportation LLC
- 8) Declare Surplus Property and Appoint Appraisers – Water Meters
- 9) Approve Resolution No. 2024-02 – Northwestern Corporation Franchise Ordinance Assignment
- 10) Approve Amended Pay Estimate #4 and Authorize Mayor to Sign FAA Project Closeout Report – AIP 3-46-0029-023-2022 – Hangar Taxilanes, Airport Access Road and Parking Lot Reconstruction

UNFINISHED BUSINESS

NEW BUSINESS

- 1) Approve TIF #6 Development Agreement with Lake Area Improvement Corporation
- 2) Approve Engineering Services Amendment No. 1 – NW 9th Street/Union Avenue Reconstruction
- 3) Discussion and action related to assessing liquidated damages on RD Phase 2A Project
- 4) Accept Austreim Landscaping quote for Retaining Wall at NW 3rd Street and Catherine Avenue
- 5) Authorize staff to apply for MLB-MLBPA Youth Development Foundation grant for Flynn Field lights
- 6) Award Bid No. 944 – Chemicals

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Notice of Vacancy – City Commissioner (2 openings)
- 2) Next Regular Commission Meeting – Monday, February 5, 2024 at 5:30 pm

ADJOURN

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

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

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

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

January 2, 2024
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 2nd day of January with the following members present on roll call: Commissioners Kelly Dybdahl, Jerae Wire, Jeremiah Corbin, Adam Shaw, and Mayor Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to adopt the January 2, 2024, agenda. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Wire to approve the following items on the consent calendar. Minutes – December 18, 2023, Bills for Approval – January 3, 2024, Bills for Ratification – December 27-29, 2023, Payroll Bills for Ratification – December 22, 2023, Personnel, Approve Volunteer Firefighter List for Work Comp 2024, Designate Depositories for Municipal Funds for 2024 - Wells Fargo Bank, First Bank & Trust, First Interstate Bank, First Premier Bank, SD Public Funds Investment Trust, Designate Legal Newspaper for 2024 - Madison Daily Leader, Acknowledge Bid Date – Bid No. 944 – Chemicals Lime – January 10, 2024 at 2:00 pm, Declare Surplus Property and Appoint Appraisers - Police vehicles: 2014 Dodge Charger & 2015 Dodge Charger, Authorize Mayor to electronically sign Western Area Power Administration contract documents (CFA Contract No. 13-UGPR-3085, Exhibit A to the CFA, and Amendment No. 1 to Firm Electric Service Contract).

Bills for Approval – January 3, 2024

AMAZON CAPITAL SERVICES INC, *23 Sensory Chairs/Headphones, \$760.61, AT & T MOBILITY, Service for Phone & Tablets, \$2,663.07, AUTOMATIC BUILDING CONTROLS, *23 Annual Checkout of Fire Alarm System Gen Plant, \$326.00, BARGAIN BARN TIRE CENTER, *23 Tires, \$1,185.00, BLUEPEAK, *23 Phone & Internet - Acct# 014997301, \$6,955.18, CHRISTIANSEN COMPLETE WATER, *23 Water Delivery/Cooler Rental, \$29.00, CLASSIC CONVENIENCE INC, *23 Fuel, \$457.00, COLES PETROLEUM PRODUCTS INC, *23 Oil, \$96.92, COLUMN SOFTWARE PBC, *23 Minutes - November 20, 2023, \$533.78, DAHL/KESTER, *23 Part-time Animal Control - December, \$400.00, F & M COOP OIL CO, *23 Fuel, \$341.51, FASTENAL CO, *23 Connectors, \$35.89, FLEXIBLE PIPE TOOLS & EQUIPMENT, *23 Ball Valve, \$321.70, GONYO/GARY LEE, *23 Meal Reimbursement - Gonyo, \$6.00, GRAHAM TIRE COMPANY, *23 Tires, \$1,500.80, GRAYBAR ELECTRIC CO INC, *23 Inventory Items, \$1,990.73, GREAT AMERICA FINANCIAL SVCS, *23 Copier Lease - #016-1587488-000, \$505.85, GREATER MADISON AREA CHAMBER, 2024 Sponsorships - Community Center, \$700.00, HAUFF MID AMERICA SPORTS INC, *23 Bullpen Fence, \$335.00, HAWKINS INC, *23 Chemicals, \$4,753.20, JENCKS & JENCKS PC, January Services/Contract, \$5,500.00, JOURNEY GROUP COMPANIES, *23 City Admin Bldg - Pymt #5, \$813,518.47, KLJ ENGINEERING LLC, *23 MDS Taxilane/Road/Parking - Construction, \$18,711.22, KRUG PRODUCTS INC, *23 Hose Assembly, \$68.46, LAKE COUNTY INTERNATIONAL INC, *23 Cutting Edges, \$1,875.97, MADISON ACE HARDWARE, *23 Hardware, \$109.84, MALLOY ELECTRIC, *23 Flange Block, \$1,079.36, MAY CONSTRUCTION INC, *23 Contractor Condos SE 12th Street, \$13,081.66, MIDWEST TURF & IRRIGATION, *23 Mower Parts, \$4,993.04, MUSTANG SEEDS INC, *23 Grass Seed, \$1,275.00, NATIONAL PERLA, Membership - Jameson Berreth, \$205.00, NORTHERN TRUCK EQUIPMENT CORP, *23 Parts, \$5,021.90, OFFICE PEEPS INC, *23 Copier Contract, \$277.64, OVERDRIVE, Deposit for Content Purchases, \$15,000.00, PORTA PROS INC DBA A-1 PORTABLE TOILETS, *23 Toilet Rental - Generation Plant, \$148.00, RUNNINGS SUPPLY INC, *23 Tools, \$581.64, SD AIRPORT MANAGEMENT ASSOCIATION, Membership - Riggins, \$50.00, SD ASSOCIATION OF CODE ENFORCEMENT, Membership - Zay & Hegg, \$75.00, SD BUILDING OFFICIALS ASSOCIATION, Membership - Zay & Hegg, \$55.00, SD CITY MANAGEMENT ASSOCIATION, Membership - Berreth, \$150.00, SD GOVERNMENTAL FINANCE OFFICERS ASSOCIATION, Membership - Minnick, \$40.00, SD GOVERNMENTAL HUMAN RESOURCE ASSOCIATION, Membership - Olson, \$25.00, SD MUNICIPAL ELECTRIC ASSOCIATION, 2024 Municipal Membership Dues, \$7,098.00, SD MUNICIPAL STREET MAINTENANCE ASSOCIATION, Membership - Gonyo & Ebdrup, \$35.00, SD POLICE CHIEFS ASSOCIATION, Membership - Meyer & Talich, \$200.00, SD PUBLIC HEALTH LABORATORY, *23 Water Samples, \$146.00, SDML WORKERS COMPENSATION FUND, 2024 Renewal Billing, \$95,676.00, SIGN SOLUTIONS, *23 Sign Post, \$3,122.45, SOUTH

DAKOTA IAEI, Code Class - Continuing Ed, \$125.00, STURDEVANTS MADISON INC, *23 Battery, \$977.79, TIMMER SUPPLY CO, *23 Brass Cap, \$40.18, USA BLUE BOOK, *23 Chemicals, \$991.19, VERMEER HIGH PLAINS, *23 Stumper Teeth, \$1,311.19, WHITE CAP SUPPLY, *23 Crafco, \$8,541.00.

Bills for Ratification – December 27-29, 2023

ALEJANDRO VALENCIA WATER AEROBICS, Water Aerobics (11/27 - 12/7), \$98.00, APPEARA, Entry Mats - WTP/WWTP, \$121.49, AVERA MEDICAL GROUP, Drug Testing/Collection Fees, \$320.00, BLUEPEAK, Internet - Fire Dept #000873901, \$49.95, BORNS GROUP INC, PRINTING & POSTAGE, \$1,487.44, BUFFALO RIDGE CONCRETE INC, Concrete, \$293.75, CARQUEST OF MADISON, Chainsaw Fuel, \$30.00, CEMCAST PIPE & PRECAST, Adjustable Tie Bolt, \$240.00, CLASSIC CONVENIENCE INC, Fuel, \$35.81, CORE & MAIN GP LLC, 3/4 Meter, \$7,564.98, DAKOTA DIRECTIONAL LLC, Electric Distribution Conversion - Pay App 3, \$64,775.80, DAKOTA STATE UNIVERSITY, October 2023 Utilities, \$11,708.91, DGR ENGINEERING, 2024 Elec Conv., \$7,323.60, F & M COOP OIL CO, Propane, \$41.40, FASTENAL CO, Parts, \$859.92, G & R CONTROLS INC, Boiler Parts, \$823.43, GEOTEK ENGINEERING & TESTING, City Admin Building Project, \$6,917.00, GREAT AMERICA FINANCIAL SVCS, HR Copier Lease - #025-1686092-000, \$368.31, GREATLAND CORPORATION, Performance 23, \$99.00, HACH CO, Chemicals, \$51.85, HASLETON/JARED, Classes at Community Center (11/6 - 11/18), \$312.00, HEIMAN INC, Phos-Chek, \$7,200.00, JOSE CONTRERAS, Relocate Downspout, \$150.00, KIESLERS POLICE SUPPLY INC, Pistols, \$12,184.80, MADISON ACE HARDWARE, Pole Saw, \$1,192.80, MADISON GROCERY STORE INC, Groceries, \$329.04, MARCO TECHNOLOGIES, Copier Lease - #016-1571453-000, \$305.47, MICROMARKETING LLC, Books, \$116.48, MIDCONTINENT COMMUNICATIONS, Business Internet, \$173.92, MIDWEST GLASS INC, Door, \$219.84, MUSTANG SEEDS INC, Grass Seed, \$340.00, NORTHERN TRUCK EQUIPMENT CORP, Sander Chain, Flange Bearing, \$2,460.26, NORTHWESTERN ENERGY, Utilities - WWTP - 2544362-3, \$1,801.60, OFFICE OF FIRE MARSHAL - BOILER INSPECTION, Boiler Inspection - City Hall, \$160.00, OFFICE PEEPS INC, Garbage Bags, \$146.96, OLSON/KRISTIN, Mileage to Sioux Falls, \$125.02, ONE STOP, Sub Platters, \$80.47, PETTERSEN/JIM, Slide Repairs, \$170.00, PORTA PROS INC DBA A-1 PORTABLE TOILETS, Toilet Rental - Memorial Park, \$170.00, PROSTROLLO AUTO PLAZA CO, Program Extra Keys, \$645.05, REINICKE CONSTRUCTION INC, Gravel - Fire Station, \$318.18, RESYKLE LLC, Iron, \$11.62, RUNNINGS SUPPLY INC, Snowthrower, \$2,946.65, SAFE-N-SECURE, Exterior Cameras - Remaining Balance, \$1,520.66, SD DEPT OF TRANSPORTATION, 2023 Bridge Inspections, Scour Analysis-Statewide, \$744.72, SD HOUSING AUTHORITY, Grant Circle - Final #RSD080653, \$19,547.50, STURDEVANTS MADISON INC, Battery, \$396.28, TEC EQUIPMENT, Hubcap Gasket, \$2.10, TITAN MACHINERY, Seal, O-Rings, Breather, \$78.40, US DEPT OF ENERGY, Fixed Fee Trust Billing - 2024, \$500.00, UTILISMART CORPORATION, Utility Data/Device Manager and SmartMAP, \$3,893.00.

Payroll Bills for Ratification – December 22, 2023

HEALTH POOL OF SOUTH DAKOTA, \$42,732.42, IRS-EFTPS, \$47,669.34, OFFICE-CHILD SUPPORT ENFORCE, \$835.38, SD RETIREMENT SYSTEM, \$25,615.14, SD RETIREMENT SYSTEM, \$3,881.50.

Motion by Commissioner Corbin, seconded by Commissioner Wire to Approve Second Reading of Ordinance No. 1664 – Permitting and Regulating Ducks. Motion was approved 4-1 (Commissioners Dybdahl, Corbin, Wire & and Mayor Lindsay – Yay, Commissioner Shaw – Nay). No changes from the prior reading.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to Approve Resolution No. 2024-01 - Dissolve Tax Increment District Number One. Motion carried unanimously. City Administrator Jameson Berreth explained that this TIF district is paid off and all project costs reimbursed; this Resolution will officially dissolve the district so that property tax for these properties will now go to the appropriate taxing entities.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to Approve the Purchase of Property from Lake Area Improvement Corporation (First Bank & Trust Sportsplex) for \$70,672.41. Motion carried unanimously. Administrator Berreth explained that the next step for the sportsplex is for the city to purchase the property and add it to our insurance. This will allow the city to move forward with the purchase of software for reservations, payments, and access.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to Approve Amendment to Professional Services Agreement with RSA, Inc. for City Administration Building. Motion carried unanimously. Administrator Berreth explained that the original contract for architectural services with RSA was based on early projections for the project. Since then, the project scope has significantly expanded, including changing to a 2-story building and moving the location. Based on the extra work required, we have renegotiated the level of compensation from the initial \$383,500 to \$450,000.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to Approve up to Five Payments for Outstanding Vendor Invoices Prior to Receipt of SRF Funding Reimbursement from the State. Motion carried unanimously. Administrator Berreth explained that this is a follow-up to a previous discussion. State reimbursements continue to be very slow, and the city has already paid \$1.1 million to keep projects moving forward. However, the city has five outstanding requests from vendors for completed projects. Finance Officer Sonya Wilt explained that this is primarily a timing issue – up to \$3 million has been approved by the state, but not received yet.

Motion by Commissioner Wire, seconded by Commissioner Shaw to Establish 2024 Election Date and invite Madison Central School District to join in Joint Election - April 9th, 2024. Motion carried unanimously. The terms for Commissioner Corbin and Commissioner Dybdahl are up for election this year.

Motion by Commissioner Shaw, seconded by Commissioner Wire to Appoint Jameson Berreth as Interim Finance Officer. Motion carried unanimously. Administrator Berreth will handle the statutory requirements for the position and assist with interactions with other departments.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Tuesday, January 16, 2024, at 5:30pm.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to go into Executive Session at 5:47pm.

Mayor Lindsay declared commission out of executive session at 6:05pm.

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

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$___.

CITY OF MADISON
PERSONNEL
January 2023

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Larson, Fred Curt	1/1/2023		PT<20		Per department bylaws	Volunteer Firefighter - Retiree
Hively, Jay	1/1/2023		PT<20		Per department bylaws	Volunteer Firefighter - Retiree
Reinicke, Fred Curt	1/1/2023		PT<20		Per department bylaws	Volunteer Firefighter - Retiree
Olson, Wyatt	1/1/2023	PT<20	PT<20	13.72	14.24	Water Safety Instructor
Lunde, Houston	1/4/2023		PT<20		10.81	Recreation Assistant
Zastera, Jackson	1/6/2023		PT<20		10.81	Recreation Assistant
Corrigan, Briley	1/9/2023		PT<20		10.81	Recreation Assistant

2024 Employee Salaries/Wages

ABRAHAM, HEATH	35.04		
ALDERSON, MARIAH	11.59		
ALLEN, AINSLEY	11.24	11.99	
ANDERSON, JUSTIN	27.77		
ANDERSON, RYLEE	13.72		
ARGO, MELANIE	27.10		
BAME, JAMES	11.24	13.72	
BARGER, AUTUMN	12.10		
BARRY, CORY	25.15		
BEAUCAIRE, BROOKE	14.27	14.81	
BELL, ADILYNN	11.59		
BERRETH, JAMESON	135,720.00		
BLACK, ALYSON	55,785.60		
BLOM, JEDEDIAH	75,046.40		
BOECKER, SAMUEL	26.54		
BRECK, HATTIE	13.84		
BROWN, ROY	48.37		
BRYANT, KENNEDY	13.72		
CARLSON, NICHOLAS	11.59		
CAVANAUGH, JAMES	11.24		
CHRISTENSEN, ERIC	24.77		
CLITES, ETHAN	11.59		
COENEN, JASON	31.11		
CORBIN, JEREMIAH	9,661.86		
CORBIN, PENELOPE	11.59		
DAHL, KESTER	34.70		
DEBOER, JACOB	25.00		
DENNE, OAKLEY	47.66		
DUBOIS, DALTON	11.24		
DUNGA, CHIMA	11.59	11.24	
DYBDAHL, KELLY	9,661.86		
EBDRUP, ROXANNE	31.41		
ENGEBRETSON, MARGARET	13.72		
ENGEBRETSON, MOLLY	13.72		
FARRELL, JERRY	15.83		
FAWBUSH, DONNA	25.00		
FEISTNER, MATTHEW	35.54		
FRISBY GRIFFIN, CONNIE	11.24		
GALES-LOYD, KATHERINE	20.13		
GANT, BENJAMIN	34.53		
GONYO, GARY	91,416.00		
GORS, LUCY	11.24	11.99	
GRAVNING, MICHAEL	31.11		
GROCE, JOHN	25.00		
GUM, PAUL	29.76		
HALE, CASSIDI	11.24	11.99	
HANSEN, RIKI	23.35		
HARTLEY, AUBRIE	11.59		
HASLETON, JENNIFER	24.42		
HASLETON, NATHAN	11.24	14.27	14.81
HAWKES, AARON	11.24	14.27	14.81
HAWKES, JOY	20.96		
HAZLETT, REBECCA	11.24		
HEGDAHL, BURNELL	15.99		

HEGDAHL, LINDA	15.99		
HEGG, MELISSA	29.90		
HEGG, RYAN	107,660.80		
HEIN, ELIJAH	15.60		
HILL, LUKE	27.89		
HIVELY, WIATT	32.87		
IVERSON, JAMES	25.00		
JANSEN, ERIC	11.24		
JOACHIMS, MATTHEW	29.16		
JOHNSON, MICHAEL	25.00		
JUNG, DUSTIN	25.27		
KELLER, ELLIE	12.10	11.24	11.99
KLOSTERMAN, RUSSELL	37.16		
KREUTZFELDT, JAMESON	11.59		
KRUSEMARK, KADEN	12.49	14.27	14.81
LARSON, WILLIAM	15.83		
LEE, DANIELA	14.27	14.81	
LEEDS, LARRY	15.83		
LEHMAN, RENAE	28.33		
LENTSCH, LANDON	26.04		
LIMMER, JAYSON	110,344.00		
LINDSAY, ROY	20,611.50		
LONDON, GRANT	13.72		
LUECK, KILEEY	23.60		
LUND, DEREK	24.67		
LUNDE, HOUSTON	11.59		
MACKABEN, CORBIN	13.72		
MARTIN, JEREMY	24.90		
MARTIN, LISA	79,664.00		
MATERESE, JAMES	29.76		
MATHISON, KAREN	29.76		
MATSON, EMILY	13.72		
MAXWELL, DELILAH	13.17		
MAXWELL, ROBERT	25.00		
MCGILLIVARY, SHAWN	29.18		
MCGILLIVRAY, MARY	23.25		
MCGILLIVRAY, MICHAEL	74,692.80		
MEYER, ISAAC	14.70		
MEYER, JUSTIN	103,979.20		
MILLER, REAGEN	12.10		
MINNAERT, RANDY	85,342.40		
MINNICK, BARBARA	66,955.20		
MOHR, JERRY	34.20		
MOLITOR, SHANE	23.35		
NELSON, TERESA	70,054.40		
NIELSEN, SEAN	30.06		
NIGHTBERT, RICHARD	86,611.20		
OFTEDAL, HAYDEN	14.27	14.81	
OLSON, CARSYN	11.59	11.24	11.99
OLSON, KRISTIN	87,921.60		
OLSON, ROGER	25.00		
OTTOSON, CURT	24.90		
PATCH, CHAD	31.28		
PEIRCE, JORDAN	22.12		
PETERSON, HEATHER	28.18		
RENSCH, CAROL	27.49		
REVERTS, SPENCER	14.70		
RIGGIN, MORRIS	14,400.00		

ROBERTSON, ROGER	27.62		
ROGERS, BRANDON	28.72		
ROOK, RYAN	35.02		
SAD, AMY	79,185.60		
SCHNEIDER, CHLOE	12.10		
SHAW, ADAM	9,661.86		
SHAW, DAVENEY	11.59		
SUTTEN, SKYLER	50.81		
TALICH, AARON	37.16		
TEN EYCK, KARLIE	11.24	14.27	14.81
TERWILLIGER, CASSIDY	14.04		
THIELBAR, COLE	22.56		
TIEMAN, JAN	84,052.80		
TIGHE, SAMANTHA	24.67		
TOLLEY, JULIE	29.34		
VALENCIA LUCHA, ALEJANDRO	11.24		
VAN DEN HEMEL, CHAD	30.06		
WAGNER, SCOTT	11.59		
WESTALL, MATTHEW	25.27		
WHITLOCK, DANIEL	39.86		
WILLIAMS, ANDREW	27.49		
WILLIAMS, CRAIG	29.61		
WILT, SONYA	103,979.20		
WINROW, KAYLEE	22.21		
WIRE, JERAE	9,661.86		
WOCHNICK, LORRI	22.67		
WOLDT, MICHAEL	24.90		
WOLFF, JENNIFER	25.00		
WOLFF, LILY	11.24	11.99	
WOLLMANN, MATHEW	28.72		
ZAY, GARY	32.84		
ZIMMERMAN, NATHAN	132,454.40		

APPLICATION FOR TAXI CAB LICENSE

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

Date 1/10/24

I, the undersigned, hereby make application for license to operate a taxicab or taxicabs upon the streets of the City of Madison, South Dakota, for hire and state as follows:

That is application is made pursuant to Chapter 21 of the 1979 Revised Ordinances of the City of Madison; and

That the following information is true to the best of my knowledge, information and belief:

1. Name, address of owner or owners: Corri Morgan
1511 NW 2nd ST. #26, Madison SD. 57042
2. Phone #: 414 861-8564 Email address: _____
3. Trade name: Captain Morgans Transportation LLC
4. Seating capacity of each vehicle: 23
5. South Dakota motor vehicle license number: 02581961
6. Description of motor vehicle (other than license #): 2001 Ford E450 Super Duty Bus (white)
7. Rate or rates to be charged: Fri and Sat. \$180 per hour, Thur. and Sun. \$160, Mon, Tues, Wed. \$140
plus \$1.85 per mile and pickup fee which varies. AN hour
8. License fee tendered herewith: (\$25.00 first and second taxicab or bus and \$25.00 for each additional taxicab) \$ 25
9. Each applicant for the license required by this chapter shall file a bond in the sum of five hundred dollars (\$500.00) and also public liability and property damage insurance to cover each taxicab or bus for at least fifty thousand dollars (\$50,000.00) property damage and at least one hundred thousand dollars (\$100,000.00) public liability for any one person and two hundred thousand dollars (\$200,000.00) public liability for more than one person.
10. The operator will hold and save the City of Madison harmless and indemnify the City of Madison, against and from all claims, liens, judgments and costs incurred by the City of Madison of any kind or any reason, including but not limited to passenger of said taxi service resulting from the operation of said taxi service.

It is further agreed by me that upon tentative approval your applicant will furnish any additional information necessary and not here supplied, for final approval and granting of license.

Corri Morgan
Signature of Applicant

For Office Use Only

Receipt # _____ Date _____ Amount \$ _____
(101.3200.3241)

PROGRESSIVE
P.O. BOX 6807
CLEVELAND, OH 44101

737998 17423 1 AB 0.537 PMIDS04T 045 017423
Named insured

CAPTAIN MORGANS TRANSPORTATION LLC
PO BOX 340542
MILWAUKEE, WI 53234

PROGRESSIVE
COMMERCIAL

Need bond by 10/24
Will bring updated
insurance

Policy number: 01739357

Underwritten by:
Artisan and Truckers Casualty Co
October 18, 2023
Policy Period: Jan 30, 2023 - Jan 30, 2024
Page 1 of 2

agent.progressive.com

Online Service

Make payments, check billing activity, print
policy documents, update your policy or
check the status of a claim.

1-800-444-4487

For customer service and claims service,
24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page

Your coverage has changed

Your coverage began on January 30, 2023 at 12:01 a.m. This policy expires on January 30, 2024 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852WI (02/19), 4757WI (02/19), 4852WI (02/19), 4881WI (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

Policy changes effective October 17, 2023

Changes processed on:	October 17, 2023 12:27 p.m.
Premium change:	-\$155.00
Changes:	Kenneth L Bradley has been added to the policy.

The changes shown above will not be effective prior to the time the changes were requested.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$2,058
Bodily Injury and Property Damage Liability	\$1,500,000 combined single limit		
Uninsured Motorist	\$1,500,000 combined single limit		93
Underinsured Motorist	\$1,500,000 combined single limit		96
Medical Payments	\$1,000 each person		5
Comprehensive			124
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			255
See Auto Coverage Schedule	Limit of liability less deductible		
Total 12 month policy premium			\$2,631

Rated drivers

1. CORRI MORGAN
2. Kenneth L Bradley

PROGRESSIVE
P.O. BOX 6807
CLEVELAND, OH 44101

PROGRESSIVE
COMMERCIAL

Captain Morgans Transportation LLC
PO BOX 191
MADDISON, SD 57042

Underwritten by:
United Financial Casualty Company
January 10, 2024
Policy Period: Jan 10, 2024 - Jan 10, 2025
Page 1 of 3
Customer Phone number: 1-414-961-8564

Commercial Auto Insurance Quote

Thank you for contacting me about your auto insurance needs. I am pleased to provide you with a quote from United Financial Casualty Company, a company that offers competitive rates and many outstanding services. Progressive gives you access to your policy information through agent.progressive.com, your customized website. Claims service is available 24 hours a day, 7 days a week.

Policy information

Other Business: Other Passenger Transportation (not for hire)

Quote for 12 month policy period

If you pay your premium in full, you will receive a discount as shown.

Total policy premium	\$3,154.00
Paid in full discount	-537.00
Policy premium if paid in full	\$2,617.00

Payment plans

Electronic Funds Transfer (EFT) assures that your payment is on time. Each payment includes a \$5.00 installment fee.

Payment plan	Total premium	Initial payment	Payments
11 Payments, 16.67% Down	\$2,971.00	\$495.27	9 payments of \$252.58 and 1 of \$252.51
10 Payments, 20.0% Down	\$2,971.00	\$594.20	8 payments of \$269.09 and 1 of \$269.08
6 Pay, Seasonal, 20.0% Down	\$2,971.00	\$594.20	5 payments of \$480.36
10 Payments, 25.0% Down	\$2,971.00	\$742.75	8 payments of \$252.59 and 1 of \$252.53
4 Pay, Seasonal, 25.0% Down	\$2,971.00	\$742.75	3 payments of \$747.75
3 Payments, 40.0% Down	\$2,971.00	\$1,188.40	2 payments of \$896.30
2 Payments, 50.0% Down	\$2,971.00	\$1,485.50	1 payments of \$1,490.50

Make payments by mail or at agent.progressive.com. Each payment includes a \$12.00 installment fee.

Payment plan	Total premium	Initial payment	Payments
1 Payment	\$2,617.00	\$2,617.00	None
11 Payments, 16.67% Down	\$3,154.00	\$525.78	9 payments of \$274.83 and 1 of \$274.75
11 Payments, 20.0% Down	\$3,154.00	\$630.80	10 payments of \$264.32
10 Payments, 20.0% Down	\$3,154.00	\$630.80	8 payments of \$292.36 and 1 of \$292.32
6 Pay, Seasonal, 20.0% Down	\$3,154.00	\$630.80	5 payments of \$516.64

*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Premium discount

Policy

Paid In Full

Form QUOTE (03/17)

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES



Effective Date: January 15th, 2024

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 66915977

That we, Captain Morgan's Transportation LLC

of Madison, State of South Dakota, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of
South Dakota, as Surety, are held and firmly bound unto the

City of city of Madison, State of South Dakota, as Obligee, in the penal
sum of Five Hundred and 00/100 DOLLARS (\$500.00),
lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made,
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed Taxi Cab Transportation City of city of Madison
by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect until
January 15th, 2027, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class
U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said
date. Regardless of the number of years this bond shall continue in force, the number of claims made
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be
cumulative.

Dated this 11th day of January, 2024.

Captain Morgan's Transportation LLC

Principal

Captain Morgan's Transportation LLC

Corrin Morgan

Principal

WESTERN SURETY COMPANY

By

Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

} ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 11th day of January, 2024, before me, the undersigned officer, personally appeared Larry Kasten, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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



S. Green
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____ } ss
COUNTY OF _____

On this _____ day of _____, _____, before me personally appeared _____, known to me to be the individual _____ described in and who executed the foregoing instrument and acknowledged to me that _____ he _____ executed the same.

My commission expires _____, _____

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF _____ } ss
COUNTY OF _____

On this _____ day of _____, _____, before me personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires _____, _____

Notary Public



Western Surety Company

License or Permit No. _____

LICENSE AND PERMIT
BOND
As

of _____

State of _____

Name of Applicant _____

Address _____

Filed _____

Approved this _____

day of _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Taxi Cab Transportation City of city of Madison

bond with bond number 66915977

for Captain Morgan's Transportation LLC

as Principal in the penalty amount not to exceed: \$ 500.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 11th day of January,
2024.

ATTEST

L. Bauder

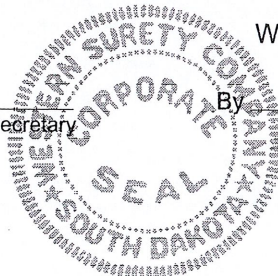
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

Larry Kasten

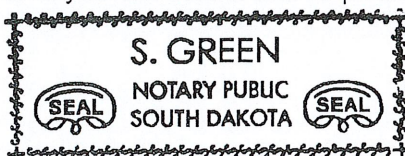
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 11th day of January, 2024, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires February 12, 2027

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





TO: Mayor/Commission
FROM: Nathan Zimmerman
DATE: 1/10/2024
RE: Declare Surplus Property

\$ _____
(Includes any applicable sales tax)

Scrap Water Meters

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

Jan Tieman

Kim Verhey

Eric Carlson

RESOLUTION NO. 2024-02

**RESOLUTION ACKNOWLEDGING THE ASSIGNMENT OF ORDINANCE NO. 1529 FROM
NORTHWESTERN CORPORATION TO NORTHWESTERN ENERGY PUBLIC SERVICE
CORPORATION**

WHEREAS, the City of Madison adopted Ordinance No. 1529 on November 13, 2012 (the “*Franchise Ordinance*”), authorizing Northwestern Corporation to operate a gas distribution system within the City of Madison; and

WHEREAS, as of January 1, 2024, NorthWestern Corporation’s South Dakota and Nebraska assets and related contractual obligations will transfer to a new entity named NorthWestern Energy Public Service Corporation d/b/a NorthWestern Energy consistent with a corporate reorganization authorized by the South Dakota Public Utilities Commission (GE22-002); and

WHEREAS, other than the above-referenced transfer there is no change to the terms or conditions of the Franchise Ordinance or performance thereto.

NOW, THEREFORE, BE IT RESOLVED that the City of Madison hereby acknowledges and accepts the assignment of the Franchise Ordinance from NorthWestern Corporation to NorthWestern Energy Public Service Corporation.

Passed and approved this 16th day of January, 2024.

CITY OF MADISON

Mayor

ATTEST: _____

Finance Officer



December 18, 2023

via Email to davidjencks@jenckslaw.com

Jencks & Jencks PC
Attn: David Jencks
121 North Egan Avenue
Madison, SD 57042

Re: Notice of Assignment | Franchise Ordinance No. 1529

Mr. Jencks:

This letter follows our recent discussion, and is intended to provide formal notice of NorthWestern Corporation's corporate reorganization and the assignment explained below. Please contact me if you have any questions.

NorthWestern Corporation currently conducts utility operations across our service territories under a single entity. We are restructuring, and as of January 1, 2024, our Montana and South Dakota-Nebraska utility operations will separate and become affiliates and subsidiaries of a holding company, NorthWestern Energy Group, Inc. As part of this restructuring, ownership of NorthWestern's South Dakota and Nebraska, assets, liabilities and related contractual and franchise obligations will be transferred to a new subsidiary, NorthWestern Energy Public Service Corporation. Our restructuring plan was approved by the South Dakota Public Utilities Commission (GE22-002), the Nebraska Public Service Commission (NG-114) and the Federal Energy Regulatory Commission (EC22-72-000). Attached is additional information for your records. Additional information can be made available upon request.

NorthWestern Corporation and the City of Madison are parties to a franchise agreement that allows NorthWestern Corporation to operate a natural gas distribution system in the City of Madison. This franchise agreement was approved by the City of Madison in Ordinance No. 1529, and will be assigned to NorthWestern Energy Public Service Corporation, effective January 1, 2024. NorthWestern Energy Public Service Corporation will assume all existing and future rights and obligations under the franchise agreement. This transition will not impact our working relationship or the natural gas service provided to the City of Madison and its residents.

Pursuant to our discussion, is attached a proposed resolution for your consideration in updating Ordinance No. 1529. If the resolution meets your satisfaction, please submit it to the City of Madison for approval at the next City Council meeting. Let me know if a NorthWestern Energy representative should be present at the meeting.



Once approval is received and execution of the resolution is complete, please provide a copy of the signed resolution to my attention.

Best regards,

Aaron Fox

Aaron A. Fox

Corporate Counsel

3010 West 69th Street

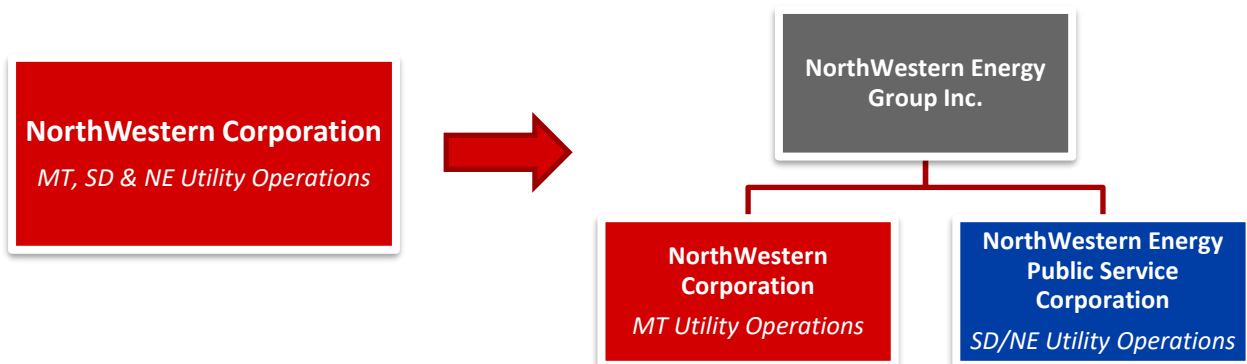
Sioux Falls, South Dakota 57108

Aaron.Fox@northwestern.com



Updated Information for your Records, effective January 1, 2024

	Montana Utility	South Dakota-Nebraska Utility
Name	NorthWestern Corporation	NorthWestern Energy Public Service Corporation
d/b/a	NorthWestern Energy	NorthWestern Energy
State of Incorporation	Delaware	South Dakota
Tax ID Number	46-0172280	93-1621058
LEI	3BPWMBHR1R9SHUN7J795	2945005BWNTMASH6XX81
Principal Address	11 E. Park Street Butte, MT 59701	3010 West 69 th Street Sioux Falls, SD 57108
Key Contacts		
Accounts Payable accountspayable@northwestern.com		Accounts Receivable 11 E. Park Street, Butte, MT 59701
Local Distribution Management Mike Williams, Manager - Division (605) 226-4174 Mike.Williams@northwestern.com		Credit Dennis Heinz, Manager – Credit (605) 353-7517 Dennis.Heinz@northwestern.com
Distribution Operations Brad Wenande, Director South Dakota and Nebraska Operations (605) 668-4609 Brad.Wenande@northwestern.com		Legal Aaron A. Fox, Corporate Counsel (605) 978-2971 Aaron.Fox@northwestern.com



RESOLUTION NO. _____

**RESOLUTION ACKNOWLEDGING THE ASSIGNMENT OF ORDINANCE NO. 1529 FROM
NORTHWESTERN CORPORATION TO NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION**

WHEREAS, the City of Madison adopted Ordinance No. 1529 dated November 13, 2012 (the “*Franchise Ordinance*”), authorizing Northwestern Corporation to operate a gas distribution system within the City of Madison; and

WHEREAS, as of January 1, 2024, NorthWestern Corporation’s South Dakota and Nebraska assets and related contractual obligations will transfer to a new entity named NorthWestern Energy Public Service Corporation d/b/a NorthWestern Energy consistent with a corporate reorganization authorized by the South Dakota Public Utilities Commission (GE22-002); and

WHEREAS, other than the above-referenced transfer there is no change to the terms or conditions of the Franchise Ordinance or performance thereto.

NOW, THEREFORE, BE IT RESOLVED that the City of Madison hereby acknowledges and accepts the assignment of the Franchise Ordinance from NorthWestern Corporation to NorthWestern Energy Public Service Corporation.

Passed and approved this _____ day of [MONTH], [YEAR].

CITY OF MADISON

[NAME], Mayor

ATTEST:

[NAME], City Finance Officer

(seal)



Letter of Transmittal

Date:	January 5, 2024
To:	SDDOT Office of Aeronautics Attn: Brock Antijunti 700 East Broadway Ave Pierre, SD 57501
Copy To:	Nancy Hiller, SDDOT Office of Aeronautics Kyle Sebesta, FAA ADO Ryan Hegg, City of Madison Jake Braunagel, KLJ Mason Stolle, 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 – <i>Funding Revision in Sub-total Columns</i>
1	Pay Estimate #4 – Final – <i>Funding Revision in Sub-total Columns</i>
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, please obtain signature, date and return a scanned copy to our office and keep the original for your records. *This shows funding revision in sub-total columns.*

See enclosed Payment Estimate #4 – Final for your review and to retain a copy for your records. A copy will also be in the project closeout. *This shows funding revision in sub-total columns.*

See enclosed Final Review and Acceptance for your review and to retain a copy for your records. A copy will also be in the project closeout.

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

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

FAA Closeout Report shall show funding revision for Joint Sealing Filler (Schedule 1, item #19) and Pavement Marking (Schedule 3, item #20). Total Change Order cost not changed by funding revision.

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	\$ (544.38) 4,009.62	\$ (13,559.30) (11,991.80)	\$ 6,443.55 -322.05	(7,660.13)
Total Contract Amount After this Change Order	\$ \$ 251,122.62 -255,676.62	\$ \$ 372,025.87 -373,593.37	\$ \$ 70,343.44 -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)

12/19/2023

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	30 145	-115	L.F.	\$ 39.60	1,188.00 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)								\$ 251,122.62	\$ (544.38)
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	510	-	S.F.	\$ 2.85	1,453.50	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)								\$ 372,025.87	\$ (13,559.30)	
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	\$ -	
Change Order 2 - Work Done that is Grant Ineligible										
CO2-2	none	Joint sealing and pavement markings not in an eligible area	-	1	1	L.S.	\$ 6,121.50	\$ 6,121.50	\$ 6,121.50	
TOTAL CHANGE ORDER 2								\$ 6,121.50	\$ 6,121.50	
TOTAL SCHEDULE 1, AIP #3-46-0029-024-2023, COST CHANGE								\$ 251,122.62	\$ (544.38)	
TOTAL SCHEDULE 3 & CO1, BIL-AIG #3-46-0029-025-2023, COST CHANGE								\$ 372,025.87	\$ (13,559.30)	
TOTAL SCHEDULE 2 & 4, NON-AIP (GRANT INELIGIBLE), COST CHANGE								\$ 70,343.44	\$ 6,443.55	
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.

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

FAA Closeout Report shall show funding revision for Joint Sealing Filler (Schedule 1, item #19) and Pavement Marking (Schedule 3, item #20). Total Final Payment to Contractor not changed by funding revision.

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	\$ 251,122.62	\$ 372,025.87	\$ 70,343.44	\$ 693,491.93
Material on Hand to Date	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 251,122.62	\$ 372,025.87	\$ 70,343.44	\$ 693,491.93
Retainage 0%	\$ -	\$ -	\$ -	\$ -
Subtotal (less retained percentage)	\$ 251,122.62	\$ 372,025.87	\$ 70,343.44	\$ 693,491.93
Amount Previously Paid	\$ 222,529.06	\$ 304,684.45	\$ 51,750.35	\$ 578,963.86
Total Amount Due This Estimate	\$ 28,593.56	\$ 67,341.42	\$ 18,593.09	\$ 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

12/12/23

Date

12/20/2023

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)	30	30	30	L.F.	\$ 39.60	\$ 1,188.00
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								\$ 251,122.62
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)	510	510	510	S.F.	\$ 2.85	\$ 1,453.50
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	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								\$ 365,565.87

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
CHANGE ORDER 2 - Work Done that is Grant Ineligible								
CO 2-2	none	Joint sealing and pavement markings not in an eligible area	1	1	1	L.S.	\$ 6,121.50	\$ 6,121.50
TOTAL CHANGE ORDER 2								\$ 6,121.50
TOTAL SCHEDULE 1, AIP #3-46-0029-024-2023, WORK DONE TO DATE								\$ 251,122.62
TOTAL SCHEDULE 3, BIL-AIG #3-46-0029-025-2023, WORK DONE TO DATE								\$ 365,565.87
TOTAL SCHEDULE 2 & 4, NON-AIP (GRANT INELIGIBLE), WORK DONE TO DATE								\$ 70,343.44
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.

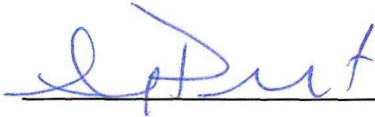
Owner and Contractor do hereby acknowledge that the one-year warranty period will begin on November 6, 2023, substantial completion date.

KLJ
(ENGINEER)

By:  Printed: Aaron Storm

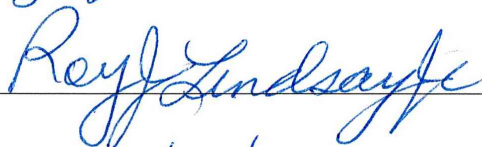
Date: 12/12/2023

ASCO
(CONTRACTOR)

By: 

Date: 12/12/23

City of Madison
(OWNER)

By: 

Date: 12/19/2023

Attest: 
Title: Finance Officer
Date: 12-19-23

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into as of this ____ day of _____ 2024, (this “Agreement”) by and between the **CITY OF MADISON** a South Dakota Municipality (“City”), and **Lake Area Improvement Corporation** (Developer”);

WITNESSETH:

WHEREAS, City has an interest in promoting economic development and is authorized pursuant to SDCL Chapter 11-9 (the “Act”) to create tax increment districts for such purposes; and;

WHEREAS, in order to accelerate the development of certain property that would not otherwise occur solely through private investment in the reasonably foreseeable future, the City Commission on May 15th, 2023, adopted Resolution #2023-16, a copy of which is attached hereto as *Exhibit A*, City created Tax Increment District Number Six (the “TID” or “District”) encompassing the following described real property:

- Lot 1, Block 6, Lakeview Industrial Park 16th Addition to the City of Madison, Lake County, South Dakota.
- Lot 2, Block 6, Lakeview Industrial Park Addition to the City of Madison, Lake County, South Dakota.
- Lot 7, Block 8, Lakeview Industrial Park Addition to the City of Madison, Lake County, South Dakota.
- TRACT 2 BERTHERS 2ND ADD EXC LAKEVIEW IND PARK AND EXC LOT H-1 & EXC DEDICATED R/O/W

All Located in the City of Madison, Lake County, South Dakota including within and adjacent rights-of-ways.

WHEREAS, the Act authorizes the expenditure of funds derived within a tax increment district for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the City establishing the TID, for grants, costs of public works or public improvements in the TID, plus other costs incidental to those expenditures and obligations, consistent with the project plan of the TID, which expenditures and monetary obligations constitute project costs, as defined in Section 11-9-14 of the Act; and

WHEREAS, on May 15th, 2023, the City Commission adopted Resolution #2023-16 to approve the Tax Increment Project Plan, a copy of which is attached hereto as *Exhibit B* providing for development of the TID Property (the “Project Plan”), which included the payment of a grant in an amount not to exceed \$2,950,000 toward certain costs of development as described in the Project Plan.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, apportionment and benefits contained in this Agreement, City and Developer hereby agree as follows:

Section 1. Definitions

Unless the context otherwise requires, the terms used in this Agreement will have the meanings set forth in this Section. If not defined in this Agreement, capitalized terms will have the meaning given to them in the Project Plan.

“Act” means SDCL Chapter 11-9, as may be amended from time to time.

“Base Revenues” means the taxes collected on the Base Value.

“Base Value” means the value of the TID Property at the time of the creation of the district as certified by the South Dakota Secretary of Revenue.

“Construction Schedule” means the timetable for constructing the improvements specified in Section 2.08.

“Developer” means Lake Area Improvement Corporation

“Grant” means an amount not to exceed \$2,950,000 in total, payable through the use of Tax Increment Revenues.

“Project” means the construction of public improvement (water, sewer, street, drainage) for the expansion of economic development.

“Project Costs” means the approximate cost of construction costs associated with the Project.

“Project Plan” means the Project Plan attached as *Exhibit B*.

“Public Improvements” means all improvements made by Lake Area Improvement Corporation as estimated and written into the Project Plan.

“Tax Increment Revenues” means all tax revenues of the TID Property in excess of the Base Revenues.

“TID” will have the meaning specified in the recitals.

“TID Property” will have the meaning set forth in the recitals.

Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified. Unless otherwise specified, the terms used in this Agreement found in the Act shall have the meaning set forth in the Act.

Section 2. Obligation and Representations

2.01 Obligation. CITY agrees to pay to DEVELOPER Available Tax Increment Funds revenues it receives for the District, the total of which shall not exceed \$2,950,000 together with imputed interest.

2.02 Annual Appropriation: Notwithstanding anything to the contrary in the Bond, on each of the Payment Dates, the City's payments to the Registered Owner hereunder shall be subject to annual appropriation by the City Commission. If on any Payment Date there shall be insufficient Available Tax Increment appropriated to pay the principal due on the Annual Appropriation Tax Increment Revenue, the amount due but not paid shall accumulate and be payable on the next Payment Date until the final Payment Date.

2.03 Grant. Subject to annual appropriation The right to receive the Available Tax Increment Funds referred to in Section 2.01 is a grant under the Act. The Grant is a personal property right vested with DEVELOPER on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement.

2.04 No Certificated Tax Increment Revenue Bonds. City will have no obligations to the Developer except as set forth in this Agreement and will not issue any certificated tax increment revenue bonds to evidence such obligations.

2.05 Developer's Representations. Developer represents to City as follows:

- (a) Developer is a corporation organized in the State of South Dakota
- (b) Developer has the authority to enter into this Agreement and to perform the requirements of this Agreement;
- (c) Developer's performance under this Agreement will not violate any applicable judgment, order, law or regulation;
- (d) Developer's performance under this Agreement will not result in the creation of any claim against City for money or performance, any lien, charge, encumbrance or security interest upon any asset of City; and
- (e) Developer will have sufficient capital to perform all of its obligations under this Agreement, and Developer owns the TID Property.
- (f) Developer waives its right to participate in the City or County's Property Tax Reduction Program, if applicable, as described in the Project Plan and Section 3.01 (a).
- (g) Developer recognizes and accepts South Dakota Codified Law 13-13-10.10

13-13-10.10. Industrial, economic development, and affordable housing purposes defined for purposes of § 13-13-10.9. For the purposes of § 13-13-10.9, the terms, industrial, and economic development, include only those areas where there is or will be one or more businesses engaged in any activity defined as commercial or industrial by the governing body that has zoning authority over the real property contained within the tax increment financing district.

For the purposes of § 13-13-10.9, economic development is only those tax increment financing districts where:

- (1) The definition of Economic Development for State Aid to Education Formula purpose is any area where there is or will be one or more businesses engaged in any activity defined as commercial or industrial by the governing body that has zoning authority over the land contained within the tax incremental district.

2.06 Approvals. The City's obligations pursuant to this Agreement are specifically conditioned upon the resolution and ordinances implementing TIF #6 becoming effective.

2.07 Payment of Tax Increment Revenues. The City will make eligible payments due to Developer within a reasonable time, not to exceed 45 days from the County's receipt of real estate tax payments semi-annually.

2.08 Continued Cooperation. City and Developer represent each to the other that they will make reasonable efforts to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires its continued cooperation.

2.09 No General Obligation of the City. City obligations hereunder are limited obligations payable solely out of the Tax Increment Revenues and are not payable from any other revenues of City, nor a charge against its general taxing power. Developer shall bear all risks that such Tax Increment Revenues may be insufficient to pay the maximum amounts specified in Section 2.01.

2.10 Assignment of Payments. Upon written notice to the City, Developer may assign its rights to payments hereunder for the purposes of financing its obligations related to this Agreement, but Developer's right to such payments is subject to the other limitations of this Agreement. Any such assignment shall be made in accordance with an Assignment Agreement, the form of which is attached hereto as *Exhibit C* and is incorporated herein by this reference.

Section 3. The Project.

3.01 The Project. The Project will be comprised of real estate, and the design, construction, assembly, and installation of the improvements described in the Project Plan.

(a) Description of the Project. The Project consists of \$2,950,000 of improvements to the property.

(b) Completion of the Project Improvements: Developer shall diligently work to complete the respective portions of the project by 2026.

The time periods set forth above in this Section 3.01(b) shall be extended by reason of delays caused by Force Majeure. As used herein, "Force Majeure" shall refer to delays caused by or occasioned by labor disputes, acts of God, moratoriums, war, riots, insurrections, civil commotion, a general inability to obtain labor or materials, fire, unusual delay in transportation, severe and adverse weather conditions preventing performance of work, unavoidable casualties, failures to act by any governmental entity or their respective agents or employees, governmental restrictions, regulations or controls including the inability to obtain the necessary governmental approvals and/or permits necessary to complete any portion of the Project.

3.02 Construction of the Public Infrastructure Improvements. The Developer will cause Public Improvements will be constructed by the Developer through private contract. The City will not bid nor contract any improvement described in this Agreement. The Developer will make sure all improvements are to the City of Madison's standards and specifications.

3.03 Financing of the Project and Improvements. Payment of all Project Costs will be made from Developer's own capital and from other sources obtained solely by Developer. Developer may use any or part of the TID Property as collateral for such loans as required to pay Project Costs.

Section 4. Developer Covenants

4.01 Duties and Obligations of Developer. Developer hereby agrees to: (a) complete, or cause to be completed, all improvements described in the Project Plan and this Agreement, (b) provide, or cause to be provided, all materials, labor, and services for completing the Project, (c) obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of improvements to the TID Property, (d) provide the City all necessary information, including documentation of actual expenses incurred for Reimbursable Project Costs, and (e) submit written annual reports, starting no later than thirty (30) days following the end of the fiscal year in which the TID was created detailing the amount of Tax Increment Revenues.

4.02 Insurance. Developer will maintain a policy of liability insurance, acceptable to City, with liability limits of at least One Million Dollars (\$1,000,000) that names City as an additional insured. Such a policy

must remain in effect until City of Madison accepts the improvements. City will provide no insurance for the Project.

4.03 Indemnification. Developer will without a determination of liability or payment being made FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, City (and the elected officials, employees, officers, directors, and representatives of City) from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon City directly or indirectly arising out of, resulting from or related to Developer's negligence, willful misconduct or criminal conduct in Developer's activities under this Agreement, including any such acts or omissions of Developer, its Members, Managers, any agent, officer, director, representative, employee, consultant or subconsultants of Developer, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to City under South Dakota law and without waiving any defenses of the parties under South Dakota law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Developer will promptly advise City in writing of any claim or demand against City related to or arising out of Developer's activities under this Agreement and will see to the investigation and defense of such claim or demand at Developer's cost to the extent required in this paragraph. City will have the right, at its option and expense, to participate in such defense with attorneys of its choice, without relieving Developer of any of its obligations under this paragraph.

4.04 Liability. Developer will be solely responsible for compensation and taxes payable to any employee or contractor of Developer, and none of Developer's employees or contractors will be deemed to be employees or contractors of City. No elected official, director, officer, employee, representative or agent of City shall be personally responsible for any liability arising out of or resulting from this Agreement.

4.05 Taxes & Licenses. Developer will pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, and local taxes and fees that are now or may hereafter be levied upon the TID Property or upon Developer or upon the business conducted on the TID Property, or upon any of Developer's property used in connection therewith, including employment taxes; and Developer shall maintain in current status all federal State, and local licenses and permits required for the operation of the business conducted by Developer.

4.06 Examination of Records. Developer will allow City to conduct examinations and copy, during regular business hours and following notice to Developer by City, of the books and records related to this Agreement no matter where books and records are located.

Section 5. Term and Termination

5.01 Term. The term of this Agreement shall commence on the date the resolution or ordinance approving this Agreement becomes effective and end on the date, which is the *earliest* to occur of the following, at which time City's obligations hereunder will be deemed fully discharged:

- (i) the date on which the amount payable under Section 2.01 has been paid in full to Developer; or
- (ii) the date this Agreement is terminated as provided in Section 5.02; or
- (iii) the 20th anniversary of the year of the creation of the TID.

5.02 Default and Termination. If Developer fails to commence and complete construction substantially in accordance with the construction schedule detailed in Section 3.01(b) above, City may terminate this Agreement if Developer does not fully cure its failure within sixty (60) calendar days after receiving written notice from City requesting the failure be cured. If the Agreement is terminated as set forth in this Section, City's obligations under this Agreement will be deemed fully discharged.

Section 6. Miscellaneous

6.01 Non-Waiver. Provisions of this Agreement may be waived only in writing. No course of dealing on the part of City, or Developer nor any failure or delay by City or Developer in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

6.02 Entire Agreement. This Agreement embodies the final and entire agreement between the parties hereto concerning the subject matter herein. The Exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that if there is a conflict between any such Exhibit and a provision of this Agreement, the provision of this Agreement will control.

6.03 Amendments. All amendments to this Agreement and the Project Plan may only be made in a writing executed by City and Developer, after obtaining all necessary approvals.

6.04 Severability. If any clause or provision of this Agreement is held invalid or unenforceable, such holding will not invalidate or render unenforceable any other provision hereof.

6.05 Venue and Governing Law. This Agreement shall be construed under and in accordance with the laws of the state of South Dakota. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Lake County, South Dakota.

6.06 Notice. Any notice sent under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving party at the following addresses:

City

City of Madison
116 W Center Street
Madison, SD 57042

Developer

Lake Area Improvement Corporation
315 Egan Ave S,
Madison, SD 57042

Any of the above parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications may be sent.

6.08 Captions. Captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

City of Madison

ATTEST:

Roy Lindsay, Mayor

Sonya Wilt, City Finance Officer

Resident Attorney

Lake Area Improvement Corporation

By:

Its:

Exhibit A

RESOLUTION NO. 2023-16

**A RESOLUTION APPROVING AND RECOMMENDING OF TAX INCREMENTAL
DISTRICT PLAN NUMBER SIX, CITY OF MADISON**

WHEREAS, the Planning Commission of City of Madison, South Dakota, received an application to create a Tax Incremental District and thereafter prepared a Notice of Hearing held on May 15th, 2023, advising interested parties that they were being given a reasonable opportunity to express their views on the proposed creation of a Tax Incremental District on real property consisting of the following parcels:

District Legal Description:

- Lot 1, Block 6, Lakeview Industrial Park 16th Addition to the City of Madison, Lake County, South Dakota.
- Lot 2, Block 6, Lakeview Industrial Park Addition to the City of Madison, Lake County, South Dakota.
- Lot 7, Block 8, Lakeview Industrial Park Addition to the City of Madison, Lake County, South Dakota.
- TRACT 2 BERTHERS 2ND ADD EXC LAKEVIEW IND PARK AND EXC LOT H-1 & EXC DEDICATED R/O/W

All Located in the City of Madison, Lake County, South Dakota including within and adjacent rights-of-ways.

WHEREAS, such Notice was published in the official newspapers in City of Madison not less than ten (10) nor more than thirty (30) days from the date of the hearing which was held on May 15th, 2023.

WHEREAS, a copy of the Notice was sent prior to publication by first-class mail to the Chief Executive Officers of the following taxing entities:

Lake County Commission
City of Madison
East Dakota Water Development District
Madison Central School District

WHEREAS, a hearing was held on May 15th, 2023, as provided in such Notice, and all interested parties were allowed a reasonable opportunity to be heard on the proposed Tax Incremental District Six plan;

NOW THEREFORE, BE IT RESOLVED by the City Commission of City of Madison, South Dakota:

Authority and declaration of necessity. Pursuant to SDCL §§ 11-9-4 & 11-9-13, City of Madison - City Commission hereby declares the necessity to form a tax incremental district in the City of Madison.

NOW THEREFORE, IT IS HEREBY RESOLVED:

1. **Authority and Declaration of Necessity.** The City Commission declares the necessity for the approval of Tax Incremental District Number Six plan, City of Madison, Lake County (hereinafter sometimes referred to as the "District"), pursuant to SDCL Chapter

11-9, and finds that the improvement of the area within the District are likely to enhance significantly the value of substantially all of the other real property in the District and is necessary for economic development within the County and the City of Madison.

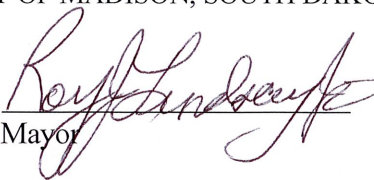
2. **Findings.** The City Commission makes the following findings with regard to economic development:
 - A. The proposed improvements will create new jobs and diversify the overall economic base of the City of Madison through economic development.
 - B. The South Dakota Department of Revenue has reviewed the TIF Plan and classified the Tax Increment District Six of City of Madison to be Economic Development.
 - C. Not less than twenty-five percent, by area, of the real property within the district is a blighted area as defined under SDCL 11-9-11.
 - D. At least fifty percent of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources development.
 - E. The improvement of the area is likely to significantly enhance the value of substantially all other real property in the district;
 - F. The aggregate assessed value of the District plus the tax incremental base of all other existing Districts in the City does not exceed Ten (10%) percent of the total assessed valuation in the City;
3. **Boundaries of District.** The Boundaries of the district are determined to be as follows:
 - Lot 1, Block 6, Lakeview Industrial Park 16th Addition to the City of Madison, Lake County, South Dakota.
 - Lot 2, Block 6, Lakeview Industrial Park Addition to the City of Madison, Lake County, South Dakota.
 - Lot 7, Block 8, Lakeview Industrial Park Addition to the City of Madison, Lake County, South Dakota.
 - TRACT 2 BERTHERS 2ND ADD EXC LAKEVIEW IND PARK AND EXC LOT H-1 & EXC DEDICATED R/O/W

All Located in the City of Madison, Lake County, South Dakota including within and adjacent rights-of-ways.

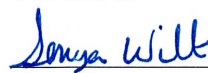
4. **Findings of Annual Appropriation TID.** Tax Increment District #6 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
5. **Creation of Tax Incremental Fund.** There is hereby created, pursuant to SDCL 11-9-31, a Tax Incremental District Number Six Fund, which shall be a segregated asset account. All tax increments collected pursuant to Tax Incremental District Number Six shall be deposited into the Tax Incremental District Number Six Fund. All funds in the Tax Incremental District Number Six Fund shall be used solely for those purposes expressly stated and reasonably inferred in SDCL Chapter 11-9
6. **Approval of Tax Increment Project Plan.** The City Commission of the City of Madison does hereby approve the Tax Increment Plan Number Six, a copy of which is on file with the City Finance Officer.

Dated this 15th Day of May 2023.

CITY OF MADISON, SOUTH DAKOTA

BY: 
Mayor

ATTEST:


Finance Officer

Project Plan

EXHIBIT B

TAX INCREMENT FINANCE DISTRICT #6



Submitted by:
Tobin J. Morris
Colliers Securities
On behalf of
Lake Area Improvement Corporation

Created:
May 2023

Colliers Securities
124 West Dakota Ave| Pierre, SD 57501
Tobin.morris@colliers.com

Assignment Agreement

EXHIBIT C



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

January 2, 2024

Mr. Ryan Hegg
City of Madison
116 W Center St
Madison, SD 57042

RE: Madison NW 9th Street/Union Avenue Reconstruction – Engineering Services
Amendment No. 1 Request

Dear Mr. Hegg

This letter is in response to a request by the City of Madison to include additional engineering services in the engineering contract, dated July 5, 2022, for the NW 9th Street Utility and Street Improvements. Banner Associates (“Banner”) has been asked to provide value added engineering services, re-design, and plan production, as well as extending engineering services beyond the original scope of the contract. Below is an outline of the change in the scope of services from the original agreement.

Additional Services to the Scope of Services

Value Added Engineering Services

Banner provided the following services:

- Review of Utilities Design
- Review of Street/Roadway Layout and Design
- Review of Roadway Section
- Meetings with City Staff to discuss recommended modifications

Re-design and Construction Plan Re-Production

Banner provided the following services:

- Re-design of the water, sanitary and storm sewer utilities
- Re-design of the street layout and roadway from N Olive Ave to the east end of the project between N Josephine Ave and N Egan Ave
- Prepare construction plan sheets including
 - Water Utility Plan
 - Sanitary Utility Plan
 - Storm Sewer Utility Plan
 - Roadway Plan
 - Sidewalk and Pedestrian Ramp Plan



Engineering costs for value added services and re-design and construction plan re-production services are **\$63,109.00.**

Extend Construction Administration and Observation Services

The original scope of the project included construction services for approximately 29 weeks of construction (estimating a timeline from 8/15/2022 to 11/4/2022 and 5/22/2023 to 9/15/2023)

Construction on this project began 9/1/2022 and halted for the season on 11/16/2022. The work was resumed on 5/1/2023 and surfacing work was stopped for the season on 11/29/2023.

The extended season in 2023 resulted in additional engineering services above the contract hourly to a max amount. The additional engineering costs are **\$70,197.00.**

Expected Construction Administration and Observation Services:

This project will extend into the 2024 construction season. Banner has been asked to continue engineering services during this construction period. We are estimating the remainder of work to be completed between 5/1/2024 and 7/1/2024. The following items will be included in the scope of work:

- Construction Staking:
 - Check survey control set for project design and construction
 - Set additional control for contractor and project construction staking
 - Provide construction staking for completion of improvements
- Construction Observation/Resident Project Representative:
 - Complete daily field reports for significant activities performed during construction
 - Coordinate required testing with contractor
 - Regular correspondence with the Owner and Contractor
 - Attend construction progress meetings
 - Observation of work completed to verify general conformance with the construction plans and specifications (This effort is estimated to take 7 weeks of on-site observation at 40—50 hrs per week)
- Construction Administration:
 - Organize and administer construction kick-off meeting
 - Coordinate on project requests or changes including: RFI's, RFP's, CO's
 - Coordinate with resident project representative on construction progress
 - Coordinate with General Contractor on construction progress
 - Review and approve Contractor Applications for Payment
 - Perform a Substantial Completion walk—through with Owner and prepare a punch list
 - Complete a final walk-through
- Construction Plans of Record
 - Incorporate changes into re-design construction plan sheets
 - Compile project as-builts with re-design construction plan sheets

The additional estimated engineering costs are **\$64,081.00.**



Amendment Summary

Based on the above amended Scope of Services, Banner requests an additional hourly (Not-to-Exceed) fee including expenses and reimbursables of **\$197,387.00** plus applicable taxes. If additional tasks are required which are outside the scope of services, they will be considered additional services and payment shall be based upon direct labor and expenses at fixed rates. Additional services will not occur unless we receive written authorization to proceed. The basis for the estimate of costs for professional services is included in Attachment 2 "Schedule of Labor Rates and Expenses - 2023". The additional fees are summarized as follows:

Value Added Engineering Services & Re-Design and Plan Reproduction	\$63,109.00
Extended Construction Administration and Observation Services	\$70,197.00
<u>Expected Construction Administration and Observation Services (2024)</u>	<u>\$64,081.00</u>
Total =	\$197,387.00

If this amendment meets your approval, please sign and date the acceptance block below and return one copy to Banner. If you have any questions, or need any additional information, please feel free to call me at 855-323-6342 or email at westonb@bannerassociates.com.

Sincerely,

Pat Carey, PE
Senior Vice President
Banner Associates, Inc.

Weston J. Blasius, PE
Project Manager
Banner Associates, Inc.

Attachments: Attachment 1, Contract for Engineering Services (July 5, 2022)
 Attachment 2, Breakdown of Engineering Costs
 Attachment 3, Schedule of Labor Rates and Expenses – 2023

ACKNOWLEDGEMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2024

For: City of Madison, SD

By: _____

Title: _____



ATTACHMENT #1

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

July 1, 2022

Attn: Ryan Hegg
City of Madison
116 W Center St.
Madison, SD 57042

RE: Agreement Between Owner and Engineer for Professional Services - Engineering Construction Services for NW 9th Street
Utility and Street Improvements

Dear Mr. Hegg:

We would like to thank you for the opportunity to present this agreement for engineering construction services for the above referenced project. This construction service proposal is for the level of effort involved with the performance of construction administration for the NW 9th Street Improvements Project.

Our scope of services, compensation and other criteria pertaining to the services we will provide is included in the attached agreement document.

We look forward to continuing work with the City of Madison and appreciate your business.

Sincerely,

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

Weston J. Blasius, PE
Project Manager
Banner Associates, Inc.

Enclosures:

Agreement Between Owner and Engineer for Professional Services

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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

THIS IS AN AGREEMENT effective as of **July 5, 2022** ("Effective Date") between **City of Madison, South Dakota** ("Owner") and **Banner Associates Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **NW 9th Street Utility and Street Improvements** ("Project").

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

Construction Engineering Services

Construction Staking
Construction Observation
Construction Administration
Construction Plans of Record

A detailed Scope of Services is included in Attachment No. 1

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Construction Services shall be performed during the contract time periods determined for completion of the project construction. The contractual construction periods for this project are: **August 2022 to November 2022 and May 2023 to September 2023.**
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in

addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for Services and reimbursable expenses will not exceed:
Construction Staking = **\$43,400.00**
Construction Observation = **\$150,700.00**
Construction Administration = **\$25,400.00**
Construction Plans of Record = **\$5,300.00**
Total Aggregate Limiting Fee = \$224,800.00

This limit shall not be exceeded without prior authorization of the Owner.

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

3.01 *Termination*

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

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:

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

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

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

4.01 *Successors, Assigns, and Beneficiaries*

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

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
 - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - K. This Agreement is to be governed by the law of the state in which the Project is located.
 - L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

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

7.01 *Definitions*

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

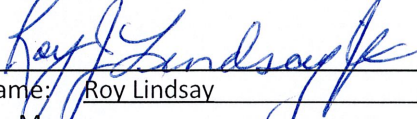
8.01 *Attachments:*

Appendix 1, Engineer's Standard Hourly Rates

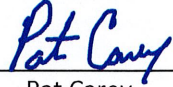
Attachment 1, Scope of Work

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

Owner: City of Madison, South Dakota

By: 
Print name: Roy Lindsay
Title: Mayor
Date Signed: 7/1/2022

Engineer: Banner Associates, Inc.

By: 
Print name: Pat Carey
Title: Sr. Vice President
Date Signed: 7/1/2022

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

C-136

State of: South Dakota

Address for Owner's receipt of notices:

116 W Center St.
Madison, SD 57042

Address for Engineer's receipt of notices:

409 22nd Avenue South
Brookings, SD 57006

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **July 1, 2022**.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

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

B. Schedule of Hourly Rates: See Schedule of Rates Attached

Schedule of Labor Rates and Expenses
Banner Associates, Inc.
January 2022



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

APPENDIX 1

SCHEDULE OF LABOR RATES AND EXPENSES

January 2022

Administrative	\$65.00 to \$160.00/Hour
Surveying/Geomatics	\$70.00 to \$150.00/Hour
Engineering Technician	\$65.00 to \$120.00/Hour
Environmental Scientist.....	\$65.00 to \$145.00/Hour
Staff Engineer.....	\$90.00 to \$120.00/Hour
Project Engineer	\$110.00 to \$160.00/Hour
Project Manager	\$125.00 to \$230.00/Hour

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

Mileage	\$0.70/Mile
Photocopy	0.08/Copy
Black & White 11x17 Laser Prints.....	0.15/Sheet
4. All other direct project expenses at actual cost of materials.

Rates are subject to change annually.



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409 22nd Ave So, Box 298
Brookings, SD 57006
Tel 605.692.6342
Toll Free 855.323.6342
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ATTACHMENT NO. 1

Date: July 1, 2022

Engineering Scope of Services to Complete Engineering Construction Services for the NW 9th Street Utility and Street Improvements Project

The following items will be included in the scope of work:

Construction Services:

- Construction Staking:
 - Check control set for project design and construction
 - Set additional control for contractor and project construction staking
 - Provide construction staking for completion of improvements
- Construction Observation/Resident Project Representative:
 - Complete daily field reports for significant activities performed during construction
 - Coordinate required testing with contractor
 - Regular correspondence with the Owner and Contractor
 - Attend construction progress meetings
 - Observation of work completed to verify general conformance with the construction plans and specifications (This effort is estimated to take 29 weeks of on-site observation at 40-50 hrs per week)
- Construction Administration:
 - Organize and administer pre-construction meeting
 - Review shop drawings
 - Coordinate on project requests or changes including: RFI's, RFP's, CO's
 - Coordinate with resident project representative on construction progress
 - Coordinate with General Contractor on construction progress
 - Review and approve Contractor Applications for Payment
 - Perform a Substantial Completion walk-through with Owner and prepare a punch list
 - Complete a final walk-through
- Construction Plans of Record
 - Perform As-built survey
 - Provide final project quantities and as-constructed markups
 - Deliver one Electronic and four hard copy sets of Construction Plans of Record

The above stated services will be performed to meet the requirements of the SRF program including full time construction observation and completion of engineering contractual SRF documents to comply with funding requirements for reimbursement of eligible project costs.

Madison NW 9th St/Union Avenue Reconstruction

Breakdown of Engineering Service Costs - Job to Date

Original Contract Amount = \$224,800.00

ATTACHMENT #2

Original Scope of Services Requested:

Construction Administration, Construction Observation, Construction Staking (Approx. 29 weeks), Preparation of Construction Plans of Record

Engineering Services within Contract Scope:

Dates - 8/15/2022 to 11/4/2022 and 5/22/2023 to 9/15/2023

Description of Work and Personnel

	<u>Cost</u>	<u>Total</u>
Construction Administration		\$39,311.00
Weston Blasius	\$31,604.00	
Reece Poppen	\$7,707.00	
Construction Observation		\$135,313.50
Caden Caylor	\$907.50	
Nathan Powell	\$1,428.00	
Cedric Hay	\$2,776.00	
Collin Anthony	\$79,637.50	
Reece Poppen	\$33,260.50	
Spencer Gilk	\$11,760.00	
Weston Blasius	\$5,544.00	
Construction Staking		\$34,072.50
Austin Johnson	\$812.50	
Marie Hofer	\$639.00	
Chadwick Martinson	\$588.50	
Chase Ringheimer	\$8,517.50	
Drew Roskam	\$6,417.50	
Jonathon Geffre	\$9,415.00	
Taylor Arndt	\$7,682.50	
Construction Plans of Record		\$2,120.00
Daymein Lucas	\$166.00	
Jonathon Geffre	\$288.00	
Reece Poppen	\$1,411.00	
Taylor Arndt	\$255.00	
Reimbursable Expenses		\$17,266.95
Other Charges		\$471.50
Sub-Total =		\$228,555.45

Engineering Services outside of Contract Scope:

<u>Description of Work and Personnel</u>	<u>Cost</u>	<u>Total</u>
Value Engineering/Project Re-design/Plan Production		\$63,108.50
Cedric Hay	\$19,795.00	
Claudia Murphy	\$21,730.50	
Tyler Wood	\$1,005.00	
Nathan Powell	\$612.00	
Spencer Gilk	\$2,304.00	
Weston Blasius	\$12,017.50	
Reece Poppen	\$5,644.50	
Construction Administration		\$17,880.50
Taylor Arndt	\$765.00	
Weston Blasius	\$17,115.50	
Construction Observation		\$47,009.50
Collin Anthony	\$17,537.50	
Spencer Gilk	\$29,472.00	
Reimbursable Expenses		\$5,172.30
Other Charges		\$134.50
Sub-Total =		\$133,305.30

Estimated Engineering Services to Complete Project in 2024:

Dates - 5/1/2024 to 7/1/2024

<u>Description of Work and Personnel</u>	<u>Cost</u>	<u>Total</u>
Construction Administration		\$7,950.00
Weston Blasius	\$7,950.00	
Construction Observation		\$37,451.00
Cedric Hay	\$3,616.00	
Spencer Gilk	\$33,835.00	
Construction Staking		\$5,920.00
Chase Ringheimer	\$2,688.00	
Jonathon Geffre	\$3,232.00	
Construction Plans of Record		\$8,080.00
Chase Ringheimer	\$672.00	
Jonathon Geffre	\$808.00	
Collin Anthony	\$2,904.00	
Claudia Murphy	\$2,424.00	
Weston Blasius	\$1,272.00	
Reimbursable Expenses		\$4,680.00
Sub-Total =		\$64,081.00

Revised Contract

Original Contract =	\$224,800.00
Engineering Services Outside of Contract Scope (Amendment #1) =	\$133,305.30
Engineering Service to Complete Project in 2024 (Amendment #1) =	\$64,081.00
Engineering Services Contract with Amendment #1 =	\$422,186.30



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

ATTACHMENT #3

SCHEDULE OF LABOR RATES AND EXPENSES

January 2023

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

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

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

Rates are subject to change annually.



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

January 11, 2024

Ryan Hegg
City of Madison

RE: Madison Water System Improvements Phase 2A – Contract Completion Dates

Mr. Hegg:

As this project nears final completion and final payment, the following information is a review of the construction contract and project status regarding the Madison Water System Improvements Phase 2A project.

Phase 2A Contract Dates

Interim Completion: October 1, 2021

Substantial Completion: December 8, 2022

Final Completion: November 15, 2022

Liquidated Damages: Interim/Substantial = \$1,700/working day; Final = \$850/working day

Phase 2A Discussion:

The Phase 2A project met substantial completion on December 8, 2022 and a preliminary punch list of items to be completed was provided to Halme Inc. on December 13, 2022. There was no work performed on the punch list items throughout the winter of 2022. A winter shutdown agreement allowed for a pause in day count with the work to resume May 1, 2023. Halme completed punch list items throughout the 2023 construction season and reached final completion on September 11, 2023.

Total potential working days and potential liquidated damages accumulated to September 11, 2023, beyond the Final Completion Date of November 15, 2022 = 93 days = \$79,050.00.

Through review of the contract and project status, the following are potential actions that could be considered on this contract:

- A) Take no action on adjustment of the contract dates and assess liquidated damages for the working days that have accumulated beyond the Final Completion Date of November 15, 2022.
- B) Negotiate the Final Completion Date, resulting in a value of liquidated damages that would cover expenses incurred by the City, due to the project extending beyond its contractual completion date.

The potential actions suggested are provided to assist with discussions on assessing liquidated damages or modifying contract dates. The working day counts provided are calendar based with no consideration of potential project delays or weather delays. In an effort to assist with moving this project forward and coordinating with the contractor, we would request direction from the City of Madison on what actions or non-action you would like to take on the referenced



Page 2

construction contract. Once direction is provided, we will follow up with the contractor and city staff to discuss and prepare documents for commission approval if necessary.

Sincerely,

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

Weston J. Blasius, PE
Banner Associates, Inc.

Austreim Landscaping
1222 WESTERN AVE BOX 401
BROOKINGS, SD 57006 US
605-692-1005
douga@brookings.net

Estimate

ADDRESS
Madison City

SHIP TO
Madison City

ESTIMATE #	DATE	
11982	12/20/2023	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Wall	Retaining Wall NW 3rd and N Catherine	1	7,850.00	7,850.00T

SUBTOTAL	7,850.00
TAX (0%)	0.00
TOTAL	\$7,850.00

Accepted By

Accepted Date



TABULATION OF BIDS RECEIVED City Bid No. 944 Chemicals For the City of Madison, SD Bid Date: January 10, 2024 Bid Time: 2:00 o'clock P.M.				Graymont Western Lime 215 N Main St #200 West Bend, WI 53095	Pete Lien & Sons 3401 Universal Drive Rapid City, SD 57702		Low Bid Total Cost at Estimated Quantities
Schedule	Description	Quantity	Units	Unit Price	Unit Price	Unit Price	
A	LIME	275	tons	\$315.50	\$220.00		\$60,500.00
		Total Bid		\$86,762.50	\$60,500.00		\$60,500.00
		Bid Security		10%	10%		

Schedule	Description	2023 Prices	2022 Prices	2021 Prices	2020 Prices	2019 Prices	2018 Prices	2017 Prices
A	LIME	\$203.15	\$181.34	\$166.30	\$173.49	\$166.12	\$145.00	\$158.50
B	LIQUID CHLORINE	\$155.00	\$79.00	\$55.00	\$47.00	\$48.00	\$48.00	\$46.50
C	CARBON DIOXIDE	-	-	-	-	-	-	-
D	FERRIC CHLORIDE	\$6.89	\$5.95	\$5.80	\$5.57	\$5.48	\$5.09	\$4.86
E	FLUOSILICIC ACID	\$8.12	\$5.20	\$4.60	\$4.57	\$4.30	\$3.55	\$3.20
F	AQUEOUS AMMON	\$5.40	\$3.95	\$3.63	\$3.25	\$3.15	\$3.05	\$2.99

prices not from bids