



BOARD OF COMMISSIONERS

AGENDA

APRIL 12, 2021

5:30PM – COMMISSION ROOM – 116 W CENTER ST

Please join the Zoom meeting from your computer, tablet or smartphone.

<https://zoom.us/j/94402818162>

CALL TO ORDER

You can also dial in using your phone.

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ROLL CALL

Meeting ID: 944 0281 8162

ADOPT AGENDA

APPEARANCES / ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes - April 1, 2021
- 2) Minutes - April 5, 2021
- 3) Minutes - April 7, 2021
- 4) Claims for Approval - April 14, 2021
- 5) Claims for Ratification - April 2, 2021
- 6) Building Permit Report - March

UNFINISHED BUSINESS

- 1) Hearing Upon Application for Sale of Alcoholic Beverages
Convention Center (on-sale) Liquor
Madison Hospitality Group LLC/Best Western Plus Lakeview

NEW BUSINESS

- 1) Approve Application for Sale of Alcoholic Beverages
Convention Center (on-sale) Liquor
Madison Hospitality Group LLC/Best Western Plus Lakeview
- 2) Authorize Mayor to Sign Professional Services Agreement
Houston Engineering, Inc. - Design of 9th St from Park Creek to Highland Ave and Union Ave north of 9th Street
- 3) Authorize Mayor to Sign Letter of Contract for Engineering Services
Banner Associates, Inc. - Park Creek Walls - Site 1: CLOMR, Final Design and Construction Services

PUBLIC COMMENT

ANNOUNCEMENTS

- 2) Notice of Election - April 13th

EXECUTIVE SESSION

- 1) SDCL 1-25-2(1) and (3)

ADJOURN

Supplementary agenda information may be accessed at www.cityofmadisonsd.com
AGENDAS – CITY COMMISSION

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**

April 1, 2021
Special

The Board of Commissioners of the City of Madison met in special session at 5:00pm on the 1st day of April with the following members present on roll call: Mayor Marshall Dennert and Commissioners Adam Shaw, Robert Thill, Jerae Wire, and Mike Waldner (via teleconference).

Motion by Commissioner Shaw to adopt the April 1, 2021 agenda. Motion seconded by Commissioner Wire. Upon roll call, motion carried unanimously.

Motion by Commissioner Thill, second by Commissioner Shaw, to enter into executive session pursuant to SDCL 1-25-2(1) at 5:06pm. Upon roll call, motion carried unanimously.

Mayor Dennert declared the group out of executive session at 5:54pm.

Motion by Commissioner Shaw, second by Commissioner Thill, to adjourn. Motion carried unanimously.

The Board of Commissioners adjourned at 5:55pm.

/s/Sonya Wilt
Finance Officer

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

April 5, 2021
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 5th day of April with the following members present on roll call: Mayor Marshall Dennert and Commissioners Adam Shaw, Robert Thill, Jerae Wire and Mike Waldner (via teleconference).

Motion by Commissioner Thill to adopt the April 5, 2021 agenda. Motion seconded by Commissioner Shaw. Upon roll call, motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Wire, to approve the following items on the consent calendar: Minutes - March 29, 2021, Claims for Approval - April 7, 2021, Board Appointment - Madison Housing and Redevelopment Commission - Karen Lembecke. Upon roll call, motion carried unanimously.

Claims for Approval - April 7, 2021:

Appeara Mat Rental 180.18; AT&T Mobility PD Monthly Cell Bill 240.24; Avenu Insights & Analytics March Application Host 3,138.37; Avera Medical Group Drug Collection Fees 404.00; Baker & Taylor Book 66.01; Blackstone Publishing Books 126.83; Carquest of Madison Fuel/Water Separator #73 71.51; Classic Convenience Inc Fuel 22.40; Core & Main GP LLC Hydrants-N Union Project 5,385.80; Crescent Electric Supply Co T-30 Buss Fuse 147.26; Dakota Riggers & Tool Supply Annular Cutter Bits 172.84; Demco Inc Book Tape-Jackets/Labels 618.83; East River Electric Power Coop D Zubke Membership Refund 313.62; Elite Card Payment Center Network Security 4,245.24; F&M Coop Oil Co Propane 20.70; Fastenal Co Air Filters/Duct Tape 470.85; FedEx Express Services 29.68; Gale Cengage Learning Books 60.78; Graybar Electric Co Inc Patch Panel/Jack Modules 317.67; Great America Financial Svcs Standard Payment/Images 472.53; Greater Madison Area Chamber April Appropriation 21,250.00; Hawkins Inc Reagents/Ph Indicator 446.18; Hunter Publishing Inc Minutes/Bids 354.47; Ingram Co Books 483.46; Jencks & Jencks PC April Services/Contract 5,500.00; Jencks & Jencks Trust FEMA Flood Buyout 1,086,907.43; Jones Ace Hardware Paint Scrapers 66.71; Kever Roofing Fire Hall Roof-1st Half 16,345.00; Kolorworks Paint 74.99; Krug Products Inc Cart Tipper Parts 33.89; Lake Area Improvement Corp 2nd Qtr Allotment 65,000.00; Lake County Treasurer Fuel Fobs 28.50; Lewis Drugs Inc Scotch Tape/Candy 29.94; Madison American Legion Post25 Flag for City Hall 10.00; Madison Grocery Store Inc Bottled Water 5.84; Micromarketing LLC Audiobook 94.98; Midwest Turf & Irrigation Mower Blades 877.91; O Reilly Automotive Inc Oil Filters 60.27; Office Peeps Inc Encompass Toner 415.06; One Stop Fuel 6.17; Open Access Technology Int'l CVR Milestone 07 20,000.00; Overdrive Books 686.30; Pitney Bowes Inc Brush & Wick/Red Ink 205.06; Porta Pros Inc Portable Toilet Rental 132.00; Resykle LLC Scrap Metal 969.89; Rons Saw Shop Chainsaw Repairs 409.59; Running Supply Inc Parts #48B 250.58; Rural Electric Supply Coop Transformer/Cattail-MWH Movers 12,322.00; SD Dept of Environment Testing-Anderson 10.00; SD Dept of Motor Vehicles Title-Lien Fees/Plates 31.20; SD Narcotics Officers Assoc Registration-2021 SD NOA 100.00; Signs Plus Window Painting Material 75.00; Sioux Valley Energy Utilities 99.00; Sturdevants Madison Inc Parts #48B 72.21; T&R Electric Supply Co Inc Transformer Repairs 1,280.00; The Penworthy Co LLC Look & Find Books 138.52; Timmer Supply Co Meter Valve Angle 35.22; Vast Broadband Monthly Invoice 2,899.18; Wheelco Brake & Supply Inc Filter #48B 41.55; White/Ryan Refund Bldg Permit #7932 61.00; Winrow/Kaylee ASP Training-Watertown 58.24.

Motion by Commissioner Shaw, second by Commissioner Thill, to approve 2nd reading of Ordinance No. 1631 - Amend Chapter 6 - Buildings. Upon roll call, motion carried unanimously.

ORDINANCE NO. 1631

AN ORDINANCE TO REPEAL CHAPTER 6 – BUILDINGS AND REPLACE WITH THE FOLLOWING:

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

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

Chapter 6

BUILDINGS*

Art.	I.	In General, 6-1-6-15
Art.	II.	Building Codes, 6-16-6-20

ARTICLE I. IN GENERAL

Sec. 6-1-6-15. Reserved.

ARTICLE II. BUILDING CODES

Sec. 6-16. Building Codes.

- (a) There is hereby adopted the 2018 International Residential Code for One- and Two-Family Dwellings, Chapters 1-11, 42 and 44, and Appendix E, H, J, M, Q for one- and two-family dwellings only.
- (b) There is hereby adopted the 2018 International Building Code, Chapters 1-26, 28, 30, 31, 35, and Appendix C, G, H, and I for all occupancies except one- and two-family dwellings.
- (c) There is hereby adopted the 2018 International Mechanical Code, Chapters 1-15, and Appendix A.
- (d) The Building Official shall be appointed by and work under the supervision of the City Engineer.
- (e) The Building Official shall utilize for reference in the ordinary course of duties the Handbook for South Dakota Building Officials and Design Professionals as adopted by the South Dakota Board of Technical Professionals.

Sec. 6-16.1. Amendments – International Residential Code.

(1) IRC Chapter 1, Section R101 General, R101.2 Scope

R101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height.

Exception 1: The following shall be permitted to be constructed in accordance with this code where provided with a residential fire sprinkler system complying with Section P2904:

- 1. A care facility with five or fewer persons receiving custodial care within a dwelling unit.
- 2. A care facility with five or fewer persons receiving medical care within a dwelling unit.
- 3. A care facility for five or fewer persons receiving care that are within a single-family dwelling.

Exception 2: The following shall be permitted to be constructed in accordance with this code. A fire sprinkler system if installed may be in accordance with Section P2904.

- 1. Live/work units located in townhouses and complying with the requirements of Section 419 of the International Building Code.
- 2. Owner-occupied lodging houses with five or fewer guestrooms.

(2) IRC Chapter 1, Section R103 Department of Building Safety.

The Building Official may, upon written request of the Health Board President, perform the duties imposed by this code, including but not limited to inspection, to determine the general safety and welfare of the occupants and the public for any structure provided that, within written notice of nuisance hearing to owner of said structure from Health Board, a notice of intent to enter for Building Official was included. The Building Official shall provide written report of findings to the Health Board. All abatements of nuisances shall be accomplished according to

nuisance ordinance provisions.

(3) IRC Chapter 1, Section R105 Permits, R105.2 Work exempt from permit.

R105.2. Work exempt from permit. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

- 1) One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.
- 2) Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
- 3) Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
- 4) Painting, papering, tiling, carpeting, countertops and similar finish work.
- 5) Prefabricated swimming pools that are less than 24 inches deep.
- 6) Swings and other playground equipment.
- 7) Window awnings supported by an exterior wall which do not project more than 54 inches from the exterior wall and do not require additional support.
- 8) Replacement of like siding and roofing.
- 9) Gutters, downspouts, and storm windows.

(4) IRC Chapter 1, Section R105 Permits, R105.3.1.1 Determination of substantially improved or substantially damaged existing buildings in flood hazard areas.

R105.3.1.1 Determination of substantially improved or substantially damaged existing buildings in flood hazard areas. For applications for reconstruction, rehabilitation, addition or other improvement of existing buildings or structures located in an area prone to flooding as established by Table R301.2(1), the Building Official shall examine or cause to be examined the construction documents and shall prepare a finding with regard to the value of the proposed work. For buildings that have sustained damage of any origin, the value of the proposed work shall include the cost to repair the building or structure to its pre-damage condition. If the Building Official finds that the value of proposed work equals or exceeds 50 percent of the market value of the building or structure before the damage has occurred or the improvement is started, the construction shall meet the requirements of Section R322.

(5) IRC Chapter 1, Section R106 Construction Documents, R106.1 Submittal documents.

R106.1 Submittal documents. Construction documents, special inspection and structural observation programs and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed; including all applicable state statutes. The Building Official shall utilize materials published by the South Dakota Board of Technical Professions for assistance with definitions and interpretations of state statutes. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional. Plans and specifications for hotels, motels, boarding or rooming houses, and buildings that contain six (6) or more dwelling units as defined by the City Zoning Ordinance shall be prepared, designed and certified by a licensed engineer or architect.

(6) IRC Chapter 1, Section R106 Construction Documents, R106.2 Site plan or plot plan.

R106.2 Site plan or plot plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing the size and location of new construction and existing structures on the site and distances from lot lines. In the case of demolition, the site plan shall show construction to be demolished and the

location and size of existing structures and construction that are to remain on the site or plot. The applicant is obligated prior to the issuance of the building permit to provide satisfactory evidence to the Building Official relative to the location of applicable property corners so that the Building Official or authorized representative can verify set back compliance of the proposed structure.

(7) IRC Chapter 1, Section R106 Construction Documents, R106.3 Examination of documents.

R106.3 Examination of documents. The Building Official shall examine or cause to be examined construction documents for code compliance. Neither examination and review of construction and/or construction documents by the Building Official, nor the issuance of a building permit by the Building Official, shall relieve the permit applicant of the responsibility and duty to comply with this code and or any other applicable local, state and federal rules, regulations and ordinances.

(8) IRC Chapter 1, Section R106 Construction Documents, R106.3.1 Approval of construction documents.

R106.3.1 Approval of construction documents. Before the Building Official issues a permit, the construction documents shall be submitted and reviewed. One set of construction documents so reviewed shall be retained by the Building Official.

(9) IRC Chapter 1, Section R112 Board of Appeals, R112.1 General.

R112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be the City Commission. The appeal shall be submitted on a form provided by the Building Official. The applicant for any such appeal shall provide with the aforementioned form a written supplemental justification for granting said appeal for projects which are not exempt pursuant to South Dakota Codified Law 38-18A-2 and 38-18A-3 from the registered engineer or architect of record or, for projects which are exempt from the aforementioned statutes, from a registered design professional who is familiar with the design concept of subject structure. The Building Official shall provide written recommendation to the Board for each appeal. Approval or denial of any appeal shall be by a two-thirds (2/3) majority of all the members of the Board. The Board shall render all decisions and findings in writing to the appellant with a duplicate copy to the Building Official.

(10) IBC Chapter 1, Section R112 Board of Appeals, 112.2 Limitations on authority.

112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted or the provisions of this code do not fully apply. The board shall not have the authority relative to the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

(11) IRC Chapter 1, Section R112 Board of Appeals, R112.3 Qualifications

Delete entire section.

(12) IRC Chapter 3, Section R301.2 Climatic and geographic design criteria.

Table R301.2(1) Climatic and Geographic Design Criteria, is amended as follows:

- 1) Ground Snow Load: 40 psf contour
- 2) Wind Speed^d: 115 mph
- 3) Topographic effects^k: No
- 4) Seismic Design Category^f: A
- 5) Weathering^a: Severe
- 6) Frost Line Depth^b: 42 inches (1,067 mm)
- 7) Termite^c: Slight to Moderate
- 8) Winter Design Temperature^e: -11.5 Degrees Fahrenheit

9) Ice Barrier Underlayment Requirement^h: Yes

10) Flood Hazards^g: (a) August , 1974 (b) September 2, 2009 (c) 46079C0144C, 46079C0163C, 46079C0164C, 46079C0232C, 46079C0251C, Effective Dates September 2, 2009

11) Air Freezing Indexⁱ: 3,000

12) Mean Annual Temperature^j: 46 degrees Fahrenheit

(13) *IRC Chapter 3 Section R302 Fire-Resistant Construction, R302.1 Exterior walls.*

R302.1 Exterior walls. Construction, projections, openings and penetrations of exterior walls of dwellings and accessory buildings shall comply with Table R302.1(1); or dwellings equipped throughout with an automatic sprinkler system installed in accordance with Section P2904 shall comply with Table R302.1(2).

Exceptions:

- 1) Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the fire separation distance.
- 2) Walls of dwellings and accessory structures located on the same lot.
- 3) Detached tool sheds and storage sheds, playhouses and similar structures exempted from permits are not required to provide wall protection based on location on the lot. Projections beyond the exterior wall shall not extend over the lot line.
- 4) Detached garages accessory to a dwelling located within 2 feet (610 mm) of a lot line are permitted to have roof eave projections not exceeding 4 inches (102 mm) and walls rated for exposure from one side.
- 5) Foundation vents installed in compliance with this code are permitted.

(14) *IRC Chapter 3 Section R302 Fire-Resistant Construction, R302.1 Exterior walls*

Table R302.1(1) Exterior Walls

Exception: The fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the eave overhangs of detached accessory structures where fire separation distance is 1'-8" or more.

(15) *IRC Chapter 3, Section R302 Fire-Resistant Construction, R302.5.1 Opening protection.*

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1 3/8 inches (35 mm) thick, or 20-minute fire-rated doors.

(16) *IRC Chapter 3, Section R302 Fire-Resistant Construction, R302.13 Fire protection of floors.*

Delete entire section

(17) *IRC Chapter 3, Section R303 Light, Ventilation and Heating, R303.4 Mechanical ventilation.*

R303.4 Mechanical ventilation. The dwelling unit shall be provided with whole-house mechanical ventilation in accordance with Section M1507.3.

Exception: Where the air infiltration rate of a dwelling unit is greater than 5 air changes per hour when tested with a blower door at a pressure of 0.2 inch w.c. (50 Pa) in accordance with Section N1102.4.1.2, whole-house mechanical ventilation in accordance with Section M1507.3 is not required.

(18) *IRC Chapter 3, Section R307 Toilet, Bath and Shower Spaces, R307.1 Space required.*

R307.1 Space required. Fixtures shall be spaced in accordance with Figure R307.1., and in accordance with the requirements of Section P2705.1.

Exception: All clearances in front of fixtures shall be 24 inches.

(19) *IRC Chapter 3, Section R309 Garages and Carports, R309.5 Fire sprinklers.*
Delete entire section.

(20) *IRC Chapter 3, Section R310 Emergency Escape and Rescue Openings, R310.2.1 Minimum opening area.*
R310.2.1 Minimum opening area. All emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.530 m²). The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. The net clear height of the opening shall be not less than 24 inches (610 mm) and the net clear width shall be not less than 20 inches (508 mm).

Exception: None

(21) *IRC Chapter 3, Section 311 Means of Egress, R311.3.1 Floor elevations at the required egress doors.*
R311.3.1 Floor elevations at the required egress doors. Landings or finished floors at the required egress door shall be not more than 1 ½ inches (38 mm) lower than the top of the threshold.

Exception: The landing or floor on the exterior side shall be not more than 8 inches (203.2 mm) below the top of the threshold provided the door does not swing over the landing or floor.

(22) *IRC Chapter 3, Section R311 Means of Egress, R311.7.5.1 Risers.*
R311.7.5.1 Risers. The maximum riser height shall be 8 inches (203 mm). The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. Open risers are permitted on interior stairways provided that the opening between treads does not permit the passage of a 4-inch-diameter (102 mm) sphere. Open risers are permitted on exterior stairways.

(23) *IRC Chapter 3, Section R311 Means of Egress, R311.7.8.5 Grip size*
R311.7.8.5 Grip size. Required handrails shall be of one of the following types or provide equivalent graspability.

1. Type I. Handrails with a circular cross section shall have an outside diameter of not less than 1 1/4 inches (32 mm) and not greater than 2 inches (51 mm). If the handrail is not circular, it shall have a perimeter of not less than 4 inches (102 mm) and not greater than 6 1/4 inches (160 mm) and a cross section of not more than 2 1/4 inches (57 mm). Edges shall have a radius of not less than 0.01 inch (0.25 mm).
2. Type II. Handrails with a perimeter greater than 6 1/4 inches (160 mm) shall have a graspable finger recess area on both sides of the profile. The finger recess shall begin within 3/4 inch (19 mm) measured vertically from the tallest portion of the profile and have a depth of not less than 5/16 inch (8 mm) within 7/8 inch (22 mm) below the widest portion of the profile. This required depth shall continue for not less than 3/8 inch (10 mm) to a level that is not less than 1 3/4 inches (45 mm) below the tallest portion of the profile. The width of the handrail above the recess shall be not less than 1 1/4 inches (32 mm) and not more than 2 3/4 inches (70 mm). Edges shall have a radius of not less than 0.01 inch (0.25 mm).

Exception: Exterior stairs are allowed to have a horizontal 2X member to form a 1 1/2-inch graspable dimension in lieu of the above-referenced perimeter dimensions.

(24) *IRC Chapter 3, Section R313 Automatic Sprinkler Systems, R313.1 Townhouse automatic fire sprinkler systems.*
Delete entire section.

(25) *IRC Chapter 3, Section R313 Automatic Sprinkler Systems, R313.2 One- and two-family dwellings automatic fire sprinkler systems.*
Delete entire section.

(26) *IRC Chapter 3, Section R313 Automatic Sprinkler Systems, R313.2.1 Design and installation.*
R313.2.1 Design and installation. When automatic residential sprinkler systems are installed, they shall be designed and installed in accordance with P2904 or NFPA 13D.

(27) *IRC Chapter 3, Section R315 Carbon Monoxide Alarms, R315.3 Where required in existing dwellings.*
Delete entire section.

(28) *IRC Chapter 4, Section 403 Footings, R403.1.4.1 Frost protection.*

R403.1.4.1 Frost protection. Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

- 1) Extended below the frost line specified in Table R301.2.(1);
- 2) Constructing in accordance with Section R403.3;
- 3) Constructing in accordance with ASCE 32; or
- 4) Erected on solid rock.

Exceptions:

- a) Protection of freestanding accessory structures with an area of 1500 square feet or less, of light-framed construction, with an eave height of 10 feet (3048mm) or less shall not be required.
- b) Protection of freestanding accessory structures with an area of 600 square feet or less, of other than light-framed construction, with an eave height of 10 feet (3048 mm) or less shall not be required.
- c) Decks not supported by a dwelling need not be provided with footings that extend below the frost line.

(29) *IRC Chapter 5 Section R502 Wood Floor Framing, R502.3.1 Sleeping areas and attic joists.*

R502.3.1 Sleeping areas and attic joists. Table R502.3.1(1) shall be used to determine the maximum allowable span of floor joists that support sleeping areas and attics that are accessed by means of a fixed stairway in accordance with Section R311.7 provided that the design live load does not exceed 40 pounds per square foot (1.92 kPa) and the design dead load does not exceed 20 pounds per square foot (0.96 kPa). The allowable span of ceiling joists that support attics used for limited storage or no storage shall be determined in accordance with Section R802.5.

(30) *IRC Chapter 5 Section R507 Exterior Decks, R507.3.1 Minimum Size.*

R507.3.1 Minimum Size. Table R507.3.1 not adopted by City. Size shall be based on tributary load.

(31) *IRC Chapter 11, Section N1102 (R402) Building Thermal Envelope, Table N1102.1.2 (R402.1.2) Insulation and Fenestration Requirements by Component.*

Table N1102.1.2 (R402.1.2) Insulation and Fenestration Requirements by Component, is amended as follows for Climate Zone 6:

Fenestration U-Factor^b: 0.32

Skylight^b U-Factor: 0.55

Glazed Fenestration SHGC^{b,e}: NR

Ceiling R-Value: 49

Wood Frame Wall R-Value: 20 or 13+5h

Mass Wall R-Valueⁱ: 15/19

Floor R-Value: 30^g

Basement^c Wall R-Value: 10/13

Slab^d R-Value & Depth: 10, 4 ft.

Crawl Space Wall R-Value: 10/13

6-16.2 Amendment - 2018 International Building Code.

(1) *IBC Chapter 1, Section R101.4.3 Plumbing.*

Delete entire section.

(2) *IRC Chapter 1, Section R103 Department of Building Safety.*

The Building Official may, upon written request of the Health Board President, perform the duties imposed by this code, including but not limited to inspection, to determine the general safety and welfare of the occupants and the public for any structure provided that, within written notice of nuisance hearing to owner of said structure from Health Board, a notice of intent to enter for Building Official was included. The Building Official shall provide written report of findings to the Health Board. All abatements of nuisances shall be accomplished according to nuisance ordinance provisions.

(3) *IBC Chapter 1, Section 105.2 Work exempt from permit.*

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

- 1) One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.
- 2) Oil derricks.
- 3) Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
- 4) Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.
- 5) Painting, papering, tiling, carpeting, countertops and similar finish work.
- 6) Temporary motion picture, television and theater stage sets and scenery.
- 7) Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.
- 8) Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
- 9) Swings and other playground equipment accessory to detached one- and two-family dwellings.
- 10) Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support of Group R-3 and U occupancies.
- 11) Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.

(4) *IBC Chapter 1, Section 107 Submittal Documents, 107.1 General.*

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in one or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed, including all applicable state statutes. The Building Official shall utilize materials published by the South Dakota Board of Technical Professions for assistance with definitions and interpretations of state statutes. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional. Plans and specifications for hotels, motels, boarding or rooming houses, and buildings that contain six (6) or more dwelling units as defined by the City Zoning Ordinance shall be prepared, designed and certified by a licensed engineer or architect.

(5) *IBC Chapter 1, Section 107 Submittal Documents, 107.2.5 Site plan.*

107.2.5 Site plan. The construction documents submitted with the application for permit shall be accompanied by a

site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The Building Official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted. The applicant is obligated prior to the issuance of the building permit to provide satisfactory evidence to the Building Official relative to the location of applicable property corners so that the Building Official or authorized representative can verify set back compliance of the proposed structure.

(6) *IBC Chapter 1, Section 107 Submittal Documents, 107.3 Examination of documents.*

107.3 Examination of documents. The Building Official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances. Neither examination and review of construction and/or construction documents by the Building Official, nor the issuance of a building permit by the Building Official, shall relieve the permit applicant of the responsibility and duty to comply with this code and or any other applicable local, state and federal rules, regulations, and ordinances.

(7) *IBC Chapter 1, Section 107 Submittal Documents, 107.3.1 Approval of construction documents.*

107.3.1 Approval of construction documents. Before the Building Official issues a permit, the construction documents shall be submitted and reviewed. One set of construction documents so reviewed shall be retained by the Building Official.

(8) *IBC Chapter 1, Section 113 Board of Appeals, 113.1 General.*

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be the City Commission. The appeal shall be submitted on a form provided by the Building Official stating incorrect interpretation or nonapplicable provision of code. The applicant for any such appeal shall provide with the aforementioned form a written supplemental justification for granting said appeal for projects which are not exempt pursuant to South Dakota Codified Law 38-18A-2 and 38-18A-3 from the registered engineer or architect of record or, for projects which are exempt from the aforementioned statutes, from a registered design professional who is familiar with the design concept of subject structure. The Building Official shall provide written recommendation to the Board for each appeal. Approval or denial of any appeal shall be by a two-thirds (2/3) majority of all the members of the Board. The Board shall render all decisions and findings in writing to the appellant with a duplicate copy to the Building Official.

(9) *IBC Chapter 1, Section 113 Board of Appeals, 113.2 Limitations on authority.*

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted or the provisions of this code do not fully apply. The board shall not have the authority relative to the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

(10) *IBC Chapter 1, Section 113 Board of Appeals, 113.3 Qualifications.*

Delete entire section.

(11) *IBC Chapter 7, Section 706 Fire Walls, 706.6.2 Buildings with sloped roofs.*

706.6.2 Buildings with sloped roofs. Where a fire wall serves as an interior wall for a building, and the roof on one side or both sides of the fire wall slopes toward the fire wall at a slope greater than two units vertical in 12 units horizontal (2:12), the fire wall shall extend to a height equal to the height of the roof located 4 feet (1219 mm) from the fire wall plus 30 inches (762 mm). The extension of the fire wall shall be not less than 30 inches (762 mm).

Exception: The fire wall may terminate at the underside of the roof sheathing, deck, or slab of the lower roof, provided:

1. The roof assemblies within 10 feet (3,048 mm) of the wall has not less than a 1-hour fire resistance rating and the entire length and span of supporting elements for the rated roof assembly has a fire-resistance rating of not less than 1 hour.

2. Openings in the roof on each side of the fire wall shall not be located within 10 feet (3,048 mm) of the fire wall.

(12) *IBC Chapter 9, Section 903 Automatic Sprinkler Systems, 903.2.8 Group R.*

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with Groups R-1 and R-4 fire areas and Group R-2 multifamily residences of six or more dwelling units.

(13) *IBC Chapter 10, Section 1011 Stairways, 1011.5.2 Riser height and tread depth.*

1011.5.2 Riser height and tread depth. Stair riser heights shall be 7 inches (178 mm) maximum and 4 inches (102 mm) minimum. The riser height shall be measured vertically between the nosings of adjacent treads. Rectangular tread depths shall be 11 inches (279 mm) minimum measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's nosing. Winder treads shall have a minimum tread depth of 11 inches (279 mm) between the vertical planes of the foremost projection of adjacent treads at the intersections with the walkline and a minimum tread depth of 10 inches (254 mm) within the clear width of the stair.

Exceptions:

- 1) Spiral stairways in accordance with Section 1011.10.
- 2) *Stairways* connecting stepped *aisles* to cross *aisles* or concourses shall be permitted to use the riser/tread dimension in Section 1029.14.2.
- 3) In Group R-3 occupancies; within *dwelling units* in Group R-2 occupancies; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual *dwelling units* in Group R-2 occupancies; the maximum riser height shall be 8 inches (203 mm); the minimum tread depth shall be 10 inches (254 mm); the minimum winder tread depth at the walkline shall be 10 inches (254 mm); and the minimum winder tread depth shall be 6 inches (152 mm). A nosing projection not less than 3/4 inch (19.1 mm) but not more than 1 1/4 inches (32 mm) shall be provided on stairways with solid risers where the tread depth is less than 11 inches (279 mm).
- 4) See Section 503.1 of the *International Existing Building Code* for the replacement of existing *stairways*.
- 5) In Group I-3 facilities, *stairways* providing access to guard towers, observation stations and control rooms, not more than 250 square feet (23 m²) in area, shall be permitted to have a maximum riser height of 8 inches (203 mm) and a minimum tread depth of 9 inches (229 mm).

(14) *IBC Chapter 10, Section 1030 Emergency Escape and Rescue, 1030.2 Minimum size.*

1029.2 Minimum size. All emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet.

Exception: None

(15) *IBC Chapter 13, Section 1301 General, [E]1301.1.1 Criteria*

1301.1.1 Criteria. Buildings shall be designed and constructed in accordance with the 2009 International Energy Conservation Code

(16) *IBC Chapter 16, Section 1612 Flood Loads, 1612.3 Establishment of flood hazard areas.*

1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for the City of Madison," dated September 2, 2009, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

(17) *IBC Chapter 18, Section 1809 Footings and Foundations, 1809.5 Frost protection.*

1809.5 Frost protection. Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected by one or more of the following methods:

- 1) Extending below the frost line of the locality;
- 2) Constructing in accordance with ASCE 32; or
- 3) Erecting on solid rock.

Exception: Free-standing buildings meeting all of the following conditions shall not be required to be protected:

- a) Assigned to *Risk Category I*, in accordance with Section 1604.5;
- b) Area of 1500 square feet or less for light-frame construction or 600 square feet or less for other than light-frame construction; and
- c) Eave height of 10 feet (3048 mm) or less.

Section 6-16.3 General Provisions.

The adopted Codes along with the City of Madison Guidelines for Residential Construction shall hereby be considered the Code. If any provision of the adopted Codes is in conflict with the City of Madison Guidelines for Residential Construction, said Guidelines shall prevail.

Section 6-16.4 Building Permit Fees.

Notwithstanding other provisions of the 2018 International Residential Code and the 2018 International Building Code, the fee for a building permit shall be as follows.

<i>Building Permit Fees</i>	
Total Cost of Construction	Fees
\$0.00 - \$500.00	\$10.00
\$501.00 - \$1,000.00	\$25.00
\$1,001.00 - \$25,000.00	\$25.00 for the first \$1,000.00 plus \$9.00 for each additional \$1,000.00 to and including \$25,000.00
\$25,001.00 - \$50,000.00	\$241.00 for the first \$25,000.00 plus \$6.50 for each additional \$1,000.00 to and including \$50,000.00
\$50,001.00 - \$100,000.00	\$403.50 for the first \$50,000.00 plus \$4.50 for each additional \$1,000.00 to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$628.50 for the first \$100,000.00 plus \$3.50 for each additional \$1,000.00 to and including \$500,000.00
\$500,001.00 - \$1,000,000.00	\$2028.50 for the first \$500,000.00 plus \$3.00 for each additional \$1,000.00 to and including \$1,000,000.00
\$1,000,001.00 and up	\$3,528.50 for the first \$1,000,000.00 plus \$2.00 for each additional \$1,000.00 thereafter

<i>Flat fees:</i>	
Non-like roofing only	\$20.00
Non-like siding only	\$20.00
Demolition	\$10.00
Manufactured Homes on rental lots	\$25.00
Resurfacing of parking lot	\$25.00

The base valuation to determine permit fees for new residential buildings are at minimum based on a dollar per square foot schedule per the Building Valuation Data table and then applied to the chart above. For all other work, the total price is the base valuation and that value shall apply to the fee chart above.

Sec. 6-17. Conflicts.

If any provision of the Code adopted by this article is in conflict with any other Ordinance, this Ordinance shall prevail.

Sec. 6-18. Fire limits.

Deleted.

Sec. 6-19. Permit for basements.

Deleted.

Sec. 6-20. Amendment – 2018 International Mechanical Code.

(1) Notwithstanding other provisions in the 2018 International Mechanical Code, the Building Official shall not be required to personally inspect specific items referenced in said code being constructed, reconstructed, or remodeled under a building permit at any time. Any provision in said code directing a personal inspection by the building official is hereby repealed; provided that nothing herein shall prohibit the inspection of any building by the building official as provided in said code and said official is hereby authorized to enforce all provisions of said code as prescribed in said code.

Dated this 5th day of April, 2021.

CITY OF MADISON

/s/Marshall Dennert
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

1st Reading: March 15, 2021

2nd Reading: April 5, 2021

Published: April 8, 2021

Effective: April 28, 2021

Motion by Commissioner Shaw, second by Commissioner Wire, to approve 2nd reading of Ordinance No. 1632 - Amend Chapter 8 - Fire Prevention and Protection - Article 2 - Fire Prevention Code. Upon roll call, motion carried unanimously.

ORDINANCE NO. 1632

AN ORDINANCE TO AMEND CHAPTER 8 – FIRE PREVENTION AND PROTECTION – ARTICLE 2 – FIRE PREVENTION CODE BY AMENDING SECTION 8-16 REGARDING ADOPTED CODE AND AMENDMENTS

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

That Section 8-16 of the Revised Ordinances of the City of Madison, also known as the Code of Ordinances, be amended to read as follows:

Sec. 8-16. Adopted.

(a) There is hereby adopted by reference the 2018 International Fire Code current edition, as published

by International Code Council, Inc. A copy of said publication is on file in the office of the City Fire Chief and is available and subject to public inspection at the City Fire Hall.

(b) It shall be unlawful for any person to violate any of the provisions of the Code adopted by this Section.

Sec. 8-16.1. Amendments – International Fire Code:

(a) *IFC Chapter 9, Section 903 Automatic Sprinkler Systems, 903.2.8 Group R.*

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with Groups R-1 and R-4 fire areas and Group R-2 multifamily residences of six or more dwelling units.

Dated this 5th day of April, 2021.

CITY OF MADISON

/s/Marshall Dennert
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

1st Reading: March 15, 2021

2nd Reading: April 5, 2021

Published: April 8, 2021

Effective: April 28, 2021

Utility Director Brad Lawrence presented quotes for power plant substation repairs and upgrades needed. Motion by Commissioner Wire, second by Commissioner Shaw, to approve a quote from Harold K. Scholz Co of \$27,750.00 with funds to come from the Washington Ave Lighting Reserve. Upon roll call, motion carried unanimously.

Motion by Commissioner Thill, second by Commissioner Shaw, to declare scrap wire, hardware and other miscellaneous as surplus property, appoint Brad Lawrence, Tess Nelson and Jerae Wire as appraisers and authorize for bidding with bid opening for Bid No. 902 to be held April 21, 2021 at 2:00pm. Upon roll call, motion carried unanimously.

Application for In-Person Absentee Voting and Absentee Voting by Mail began March 29th and continues through April 12th at 5:00pm. In the event of confinement because of sickness or disability, a registered voter may apply for an Absentee Ballot by messenger up until 3:00pm on April 13th. Mailed Absentee Ballots must be received in the Finance Office by 5:00pm, April 13th, 2021.

A sample ballot for the municipal election to held April 13, 2021 from 7 a.m. to 7 p.m. at the City Armory for two 3-year terms for Commissioner will be published in the paper this week. Candidates are Jeremiah Corbin, Robert Thill, and Kelly Dybdahl.

Motion by Commissioner Shaw, second by Commissioner Wire, to enter into executive session at 5:48pm, pursuant to SDCL 1-25-2(1). Motion carried unanimously.

Mayor Dennert declared the group out of executive session at 6:08pm.

Motion by Commissioner Thill to adjourn, second by Commissioner Shaw. Motion carried unanimously.

The Board of Commissioners adjourned at 6:09pm.

/s/Sonya Wilt
Finance Officer

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

April 7, 2021
Special

The Board of Commissioners of the City of Madison met in special session at 5:30pm on the 7th day of April with the following members present on roll call: Mayor Marshall Dennert and Commissioners Adam Shaw, Robert Thill, Jerae Wire, and Mike Waldner (via teleconference).

Mayor Dennert requested Public Comment be added to the agenda. Motion by Commissioner Shaw, second by Commissioner Wire to adopt the April 7, 2021 agenda as amended. Upon roll call, motion carried unanimously.

Motion by Commissioner Wire, second by Commissioner Shaw, to approve the City Administrator contract with Jameson Berreth with an annual salary of \$108,236.26. Upon roll call, motion carried unanimously.

Motion by Commissioner Thill, second by Commissioner Shaw, to adjourn. Motion carried unanimously.

The Board of Commissioners adjourned at 5:38pm.

/s/Sonya Wilt
Finance Officer

March 2021 Building Permit Report

Date	Permit No.	Owner	Address	Use	Type of Construction	Contractor	Estimated Build Cost	Permit Fee
3/3	7918	Ashley Jensen	515 N Liberty Ave	Res	Replace kitchen counter tops & sink	Self	\$600.00	\$25.00
3/5	7914	Cole & Jill Kratovil	903 Heatherwood Ave	Res	New house	Callies Homes Inc 23555 434th Ave Howard, SD 57349	\$400,000.00	\$1,280.50
3/8	7917	Craig Williams	103 S Egan Ave	Res	New house	William Brothers Construction 103 S Egan Ave Madison, SD 57042	\$340,000.00	\$790.50
3/12	7919	Robert & Janelle Wolf	924 Jennifer St	Res	Add on 14' to existing garage, enclosing back part, install fence in backyard/sideyard, put up 12'x12' shed, cement back yard	Self	\$30,000.00	\$273.50
3/17	7913	Todd Hansen	1014 W Center St	Res	Pour footings, landing/driveway, sidewalk and retaining wall, build single stall 24'x24' garage	Dakota River Construction 524 S. Grant Ave Madison, SD 57042	\$25,000.00	\$241.00
3/17	7921	Prairie Hills Properties	602 NW 9th St Lot 211	Res	Demolition of mobile home on Lot 211	Self		\$10.00
3/19	7923	Paul & Pam Burgers	918 NE 6th St	Res	New siding & gutters, additional concrete in backyard	ABC Seamless 1501 A Ave Sioux Falls, SD 57104	\$22,000.00	\$54.00
3/19	7915	Brenda Girovard	303 N Liberty Ave	Res	Replacing 12 windows	1-800-Hansons LLC 977 E 14 Mile Troy, MI 48083	\$14,613.00	\$151.00
3/23	7931	Thytil Enterprises, LLC	123 NW 2nd St	Com	Replace existing gas digits with new digital digits	Pride Neon, Inc 3010 W 10th St Sioux Falls, SD 57104	\$15,000.00	\$30.00
3/23	7925	Steven Pederson	1120 Twin Oaks Dr	Res	20'x30' cement pad	Self	\$2,500.00	\$43.00
3/24	7916	H.S (Matthew Heirigs)	514 N Washington Ave	Res	Replace 109 Exterior windows	William Brothers Construction 103 S Egan Ave Madison, SD 57042	\$143,857.00	\$786.00
3/29	7948	City of Madison	479 SE 12th St	Com	New elevated water storage tank, tie-in to existing water main, tank interior lights and top FAA obstruction light, tank level controls and restorative site work	Caldwell Tanks, Inc 4000 Tower Rd Louisville, KY 40219	\$2,667,700.00	waived- contract with City
3/29	7935	Eric Carlson	1016 NW 2nd Street	Res	28'x40' Detached garage	Pierce Construction 316 N. Van Eps Ave. Madison, SD 57042	\$40,000.00	\$338.50
3/29	7933	Daron Sckerl	609 S. Union Avenue	Res	Install new siding on upper half of house	H&S Builders Inc. 23447 451st Ave. Madison, SD 57042	\$12,000.00	\$124.00
3/30	7934	Steve & Teri Bartel	728 NE 3rd Street	Res	Add 16'x30' garage addition to existing garage.	H&S Builders Inc. 23447 451st Ave. Madison, SD 57042	\$26,000.00	\$247.50
	15					Total	\$3,739,270.00	\$4,394.50

**CITY OF MADISON
NOTICE OF PUBLIC HEARING
UPON APPLICATION FOR SALE OF ALCOHOLIC BEVERAGES**

Notice is hereby given pursuant to SDCL 35-2-5 that a public hearing will be held on Monday, April 12, 2021 at 5:30pm, or as soon thereafter as the matter may be heard, in City Hall, Madison, South Dakota, in the Commission Room, to consider the application for a Convention Center (on-sale) liquor license for the current licensing period:

Madison Hospitality Group LLC
Best Western Plus Lakeview
456 SE 12th St
Madison, SD 57042

Any persons wishing to present testimony may appear at said hearing or may file written comments with the Finance Officer at 116 W Center Street, Madison, South Dakota, prior to said hearing. Disabled individuals may contact the Finance Officer for information and/or special assistance. The request should be made 24 hours in advance of the hearing.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Madison Hospitality Group LLC
456 SE 12th Street
Madison, SD 57042

Owner's Telephone #: 605-310-8388

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
- ☐ Retail (on-sale) Liquor - Restaurant
- ☒ Convention Center (on-sale) Liquor
- ☐ Package (off-sale) Liquor
- ☐ Retail (on-off sale) Wine and Cider
- ☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
- ☐ Package Delivery
- ☐ Hunting Preserve
- ☐ Other _____

Is this license in active use? ☐ Yes ☒ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

☒ Yes ☐ No If Yes, please list on the back page.

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 3.23.21 Print Name John Cozad Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY – Notice of hearing was published on April 1, 2021. Public hearing on the application was held April 13, 2021, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held ☐
Amount of fee collected with application \$ 1500- OK#205
Amount of fee retained \$ 1500-
Forwarded with application \$ -

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

B. Business Name and Address

Best Western Plus Lakeview
456 SE 12th Street
Madison, SD 57042

Business Telephone #: 605-427-2110

Place of business is located in a municipality? ☒ Yes ☐ No
County: Lake

Do you own or lease this property? ☒ Own ☐ Lease

Are real property taxes paid to date? ☒ Yes ☐ No

D. Legal description of licensed premise:

Parcel A: Lot ten in block one of Lakeview Industrial Park addition to city of Madison in Lake county of So. Dak.
Parcel B: Lot 4D block 1 of Lakeview Industrial Park 17th addition to city of Madison of Lake Cty So Dak

Have you ever been convicted of a felony? ☐ Yes ☒ No

E. State Sales Tax Number 1032-9225-ST

F. New license ☒ Transfer? (\$150) ☐ Re-issuance ☐

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

Company supplement information
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP LLC Madison Hospitality Group LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 456 SE 12th Street Madison, SD 57042

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☒ Yes ☐ No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
Terry Schultz	Stockholder	306 S. Washington Ave. Madison, SD 57042	Stockholder
Ronald Howe	Stockholder	306 S. Washington Ave. Madison, SD 57042	Stockholder

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
Terry Schultz	retail wine (RW-26620) and retail malt beverage (RB-26619) 456 SE 12th Street Madison, SD 57042
Ronald Howe	retail wine (RW-26620) and retail malt beverage (RB-26619) 456 SE 12th Street Madison, SD 57042

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Paul Tschetter 300 S. Main Ave. Sioux Fall, SD 57104

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date



3.23.21

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



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

This is an Agreement between **City of Madison, South Dakota** (Owner) and **Houston Engineering, Inc., Sioux Falls, South Dakota** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **9th Street Reconstruction** (Project). Engineer's services under this Agreement (Services) are generally identified as **Preliminary and Final Design**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **Preliminary Design within 60 days from approved agreement (submit best available preliminary cost estimate to city by June 1, 2021 for budgeting purposes); Final Design within 90 days of approved preliminary plan review; and Final Cost Estimate and Specifications within 30 days of approved final plan review.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- 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.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. 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.
- C. Failure to Pay: 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; (2) in addition Engineer may, after giving 7 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, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.10**.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as **Appendix 1**.
 - c. The total compensation for Services and reimbursement of expenses is estimated to be **\$140,496.00**.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as **Appendix 1**.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 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 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 will 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 that 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 of probable construction cost (if any) 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.
- 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. Engineer grants to Owner a limited license to use the deliverable 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 deliverable 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 subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants 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 agree to transmit, and 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. 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.
- I. 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 will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- J. This Agreement is to be governed by the laws of the state in which the Project is located.
- K. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (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.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), 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), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. 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 8.01.A.2 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.
2. 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.

- B. Beneficiaries: 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.

9.01 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.

Attachments:

Appendix 1, Engineer's Standard Hourly Rates

Appendix 2: Scope of Services

Appendix 3: Preliminary Cost Estimate

Appendix 4: Drainage Study Proposed Storm Sewer Layouts

Appendix 5: West Center Church Site Layout

Appendix 6: City Identified Utility Improvements

This Agreement's Effective Date is **April 12, 2021**.

Owner:

City of Madison

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

Chad Comes

(typed or printed)

Title:

City Engineer

(typed or printed)

Address for giving notices:

116 W Center Street

Madison, SD 57042

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Engineer:

Houston Engineering

(name of organization)

By:

(authorized individual's signature)

Date:

04/08/2021

(date signed)

Name:

Josh Johnson

(typed or printed)

Title:

Office Manager

(typed or printed)

Address for giving notices:

3900 W Technology Circle

Suite 6

Sioux Falls, SD 57106

Designated Representative:

Name:

David Burwitz

(typed or printed)

Title:

Project Manager

(typed or printed)

Address:

3900 W Technology Circle

Suite 6

Sioux Falls, SD 57106

Phone:

605-250-2499

Email:

dburwitz@houstoneng.com

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 **April 12, 2021**.

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 Paragraph 4.01 and are subject to annual review and adjustment on **January 1, 2022**.

B. Schedule of Hourly Rates:

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 **April 12, 2021**.

ENGINEER'S STANDARD HOURLY RATES



2021 FEE SCHEDULE

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2021 Rates
Engineer I	\$129
Engineer II	142
Engineer III	161
Project Engineer	179
Project Manager	196
Sr Project Manager	215
Scientist I	\$129
Scientist II	142
Scientist III	162
Project Mgr – Environmental	190
Sr Project Mgr – Environmental	215
Hydrogeologist I	\$129
Hydrogeologist II	143
Hydrogeologist III	162
Sr Hydrogeologist	202
Construction Engineer	\$148
Sr Construction Engineer	175
Land Surveyor I	\$129
Land Surveyor II	148
Land Surveyor III	163
Project Mgr – Land Surveying	175
Sr Project Manager – Land Surveying	196
Survey Crews:	
1-Person Crew (+ equipment)	\$157
2-Person Crew (+ equipment)	191
3-Person Crew (+ equipment)	237
4-Person Crew (+ equipment)	265
Landscape Architect	\$137
CAD Technician I	\$88
CAD Technician II	101
CAD Supervisor	116
Designer I	\$135
Designer II	145
Sr Designer	156
Engineering Specialist	165
Technician Intern (all areas)	\$88
Technician I	\$101
Technician II	116
Sr Technician	129

Category	2021 Rates
Right-of-Way Technician	\$118
Right-of-Way Specialist	196
GIS Analyst I	\$96
GIS Analyst II	112
GIS Analyst III	129
Sr GIS Analyst	148
Project Manager – GIS	163
Sr Project Manager – GIS	190
Software Engineer I	\$112
Software Engineer II	129
Software Engineer III	148
Sr Software Engineer	162
Computer Technician	\$156
Communications Specialist	\$88
Sr Communications Specialist	98
Administrative Assistant	\$83
Sr Administrative Assistant	88
Planner	\$142
Senior Planner	196
Legislative/Grant Specialist	\$182
Expert Witness	236
Drone Pilot	\$137
Drone Visual Observer	54

Chargeable Expenses	Rate
Subsistence	Actual Cost
Mileage-Vehicles:	
2-Wheel Drive	IRS Standard Rate
4-Wheel Drive	IRS Standard Rate + \$0.20/Mile
GPS Equipment	\$25/hour/unit
Robotic Total Station	\$40/hour
ATV/Snowmobile/Boat	\$15/hour
ATV with Tracks	\$30/hour
Hydrone RCV	\$50/hour
Small UAS/Large UAS	\$25/hour / \$50/hour
Delivery, Postage, Printing	Actual Cost
Surveying Materials, Special Equipment, and other Materials required	Actual Cost
Subconsultants	Actual Cost + 10%

Standard

This is **Appendix 2, Scope of Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **April 12, 2021**.

SCOPE OF SERVICES

Madison, South Dakota
9th Street Reconstruction with N Union Ave
Cost Estimate Template

	Assumptions	Task Cost	Engineering			Land Surveyor		Tech		CAD	Admin	Misc		
			Project Manager \$196	Project Engineer \$179	Engineer I \$129	Land Surveyor III \$163	Land Surveyor I \$129	Senior Tech. \$129	Tech. I \$101	CAD Tech II \$101	Admin. Assistant \$83	Docs \$10.00	Travel \$0.775	Per Diem \$10.50
PROJECT DEVELOPMENT														
Task 1 – Project Administration			\$10,072											
Coordinate all project activities			\$3,136	16										
Set up Project Review Committee			\$784	4										
Set up and conduct PRC meetings			\$784	4										
Meeting minutes for PRC meetings			\$2,232	8										
Monthly progress reports to City			\$1,568	8							8			
Discuss work products and schedule with City			\$1,568	8										
Task 2 – Topographic Survey			\$14,358											
Locate existing above ground physical features			\$4,786			16	16						120	2
Locate existing below ground public and private utilities			\$2,450			8	8						120	2
Locate existing ROW, property pins, and easements			\$2,450			8	8						120	2
Develop CAD base map			\$4,672			16	16							
Task 3 – Data Research			\$10,094											
Collect all available data including digital basemapping, right-of-way and property lines, utility data, drainage data, etc.			\$2,132		4					16				
Review basemap data and update as required to reflect any changes since original mapping			\$516		4									
Develop preliminary layout based off of recent drainage study			\$2,648		8					16				
Determine potential utility impacts and reconstruction and present the City with alternatives to mitigating impacts			\$516		4									
Notify private utility companies of potential project			\$516		4									
Coordination meetings with private utility companies once conceptual layouts have been determined			\$908	2	4									
Evaluate condition of existing sanitary and storm sewers to remain by visual inspection and review of City-supplied videos			\$908	2	4									
Present concept level layouts to City staff for review and comments and make revisions as necessary			\$1,300	4	4									
Develop cost estimate for preliminary layout created			\$650	2	2									
Task 4 – Geotechnical Investigation			\$9,972											
Complete field data collection including soil borings and logs			BY SUBCONSULTANT \$4,692	4				16	16				240	4
Complete laboratory analysis and summary report with recommendations.			BY SUBCONSULTANT \$5,280	8	16			4		4		0	600	10
Total Hours			300	70	16	38	48	20	16	32	12	0		
Total Costs			\$44,496	\$13,720	\$2,864	\$4,902	\$7,824	\$6,192	\$2,580	\$1,616	\$3,232	\$996	\$0	\$465 \$105
			\$44,496											
PRELIMINARY DESIGN														
Task 1 – Project Meetings			\$3,846											
Project Review Committee Meetings			\$1,018	2	2					2	2			
Private Utility Company Meetings for final design and relocation coordination if necessary.			\$650	2	2									
Present preferred plan to City Engineer			\$650	2	2									
Present preferred plan to City Commission			\$764	2	2								120	2
Initial Neighborhood Meeting			\$764	2	2								120	2
Task 2 – Preliminary Design			\$27,704											
Complete storm sewer layout based upon recent drainage study.			\$2,232	2	8					8				
Identify impacts to private utilities and determine if any relocation is necessary.			\$1,424	2	8									
Complete the preliminary design of the preferred alternative.			\$2,232	2	8					8				
Present preliminary plans and cost estimate to City staff for review and comments.			\$1,414	4	4								120	2
As needed, incorporate landscape architect's assistance in project development within private property.			BY ADDENDUM \$0											
Prepare Title Sheet and general layout plans.			\$662		2					4				
Prepare plan / profile sheets.			\$5,272	4	16					24				
Prepare construction phasing plans.			\$2,232	2	8					8				
Prepare plans for construction details and construction/soils notes including City standard plates and others as required.			\$3,456		8					24				
Provide standard and special erosion control plans for construction as required.			\$662		2					4				
Prepare traffic control plans.			\$1,716	2	4					8				
Complete special instructions to bidders for special pay items			\$258		2									
Develop contract pay items using City bid items and funding breakdowns.			\$258		2									
Compute and check contract pay items quantities.			\$662		2					4				
Prepare Engineer's estimate of cost in City's system.			\$650	2	2									
Create summary report, which shall include recommendations and decision documents of preferred plan.			\$650	2	2									
Prepare permit application: NOI for SDDENR			\$516		4									
QA/QC for 30/60 review.			\$3,408	8	8					8				
Total Hours			244	40	0	100	0	0	0	102	2	0	360	6
Total Costs			\$31,550	\$7,840	\$0	\$12,900	\$0	\$0	\$0	\$10,302	\$166	\$0	\$279	\$63
			\$31,550											

This is **Appendix 2, Scope of Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **April 12, 2021**.

SCOPE OF SERVICES

FINAL DESIGN													
Task 1 – Project Meetings		\$4,698											
Project Review Committee Meetings		\$1,870	4		4					4	2		
Private Utility Company Meetings for final design and relocation coordination if necessary.		\$650	2		2								
Present preferred plan to City Engineer		\$650	2		2								
Present preferred plan to City Commission		\$764	2		2							120	2
Final Neighborhood Meeting		\$764	2		2							120	2
Task 2 – Final Design		\$59,752											
Finalize impacts to private utilities and determine if any relocation is necessary.		\$1,816	4		8								
Complete the final design of the preferred alternative.		\$4,464	4		16					16			
Present final plans and cost estimate to City staff for review and comments.		\$1,414	4		4							120	2
As needed, incorporate landscape architect's assistance in project development within private property.	BY ADDENDUM	\$0											
Prepare Title Sheet and general layout plans.		\$1,066			2					8			
Prepare plan / profile sheets.		\$11,578	8		40					48			
Prepare construction phasing plans.		\$3,432	4		8					16			
Prepare plans for construction details and construction/soils notes including City standard plates and others as required.		\$4,488			16					24			
Provide standard and special erosion control plans for construction as required.		\$2,648			8					16			
Prepare traffic control plans.		\$3,432	4		8					16			
Prepare front end bidding documents and project technical specifications.		\$6,896	16		24						8		
Develop contract pay items using City bid items and funding breakdowns.		\$516			4								
Compute and check contract pay items quantities.		\$1,704	4		4					4			
Prepare Engineer's estimate of cost in City's system.		\$1,300	4		4								
Prepare tabulation plan sheets of all significant pay items.		\$1,312	2		4					4			
Create summary report, which shall include recommendations and decision documents of preferred plan.		\$1,300	4		4								
Prepare right-of-way and easement acquisition drawings as needed including legal descriptions.	BY ADDENDUM	\$0											
Provide support to City staff as needed during appraisal and negotiations.	BY ADDENDUM	\$0											
Provide support during bidding phase, answer questions of bidders, provide all questions and answers to City.		\$2,164	4		4					8	20		
QA/QC for 90% plus final review.		\$10,224	24		24					24			
Total Hours		490	98	0	194	0	0	0	0	180	18	20	360
Total Costs		\$64,450	\$19,208	\$0	\$25,026	\$0	\$0	\$0	\$0	\$18,180	\$1,494	\$200	\$279
		\$64,450											\$63
Total Project Costs													
Total Hours		1,034	208	16	332	48	48	20	16	314	32	20	1320
Total Costs		\$140,496	\$40,768	\$2,864	\$42,828	\$7,824	\$6,192	\$2,580	\$1,616	\$31,714	\$2,656	\$200	\$1,023
		\$140,496											\$231
Total Hours Check		1,034	208	16	332	48	48	20	16	314	32	20	1320
Total Costs Check			\$40,768	\$2,864	\$42,828	\$7,824	\$6,192	\$2,580	\$1,616	\$31,714	\$2,656	\$200	\$1,023
		\$140,496	OK										\$231
Summary													
PROJECT DEVELOPMENT	Cost	\$44,496											
PRELIMINARY DESIGN	% of Construction	\$31,550											
FINAL DESIGN		\$64,450											
Total Proposal Amount =		\$140,496											
Estimated Project Construction Costs = \$		1,881,100											
Percent of Construction =		7.5%											
Estimate from Budget Request = \$		150,000.00											
Over or Under = \$		(9,504.00)											

This is **Appendix 3, Preliminary Cost Estimate**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **April 12, 2021**.

PRELIMINARY COST ESTIMATE

Madison

NW 9th Street Plus N Union Ave

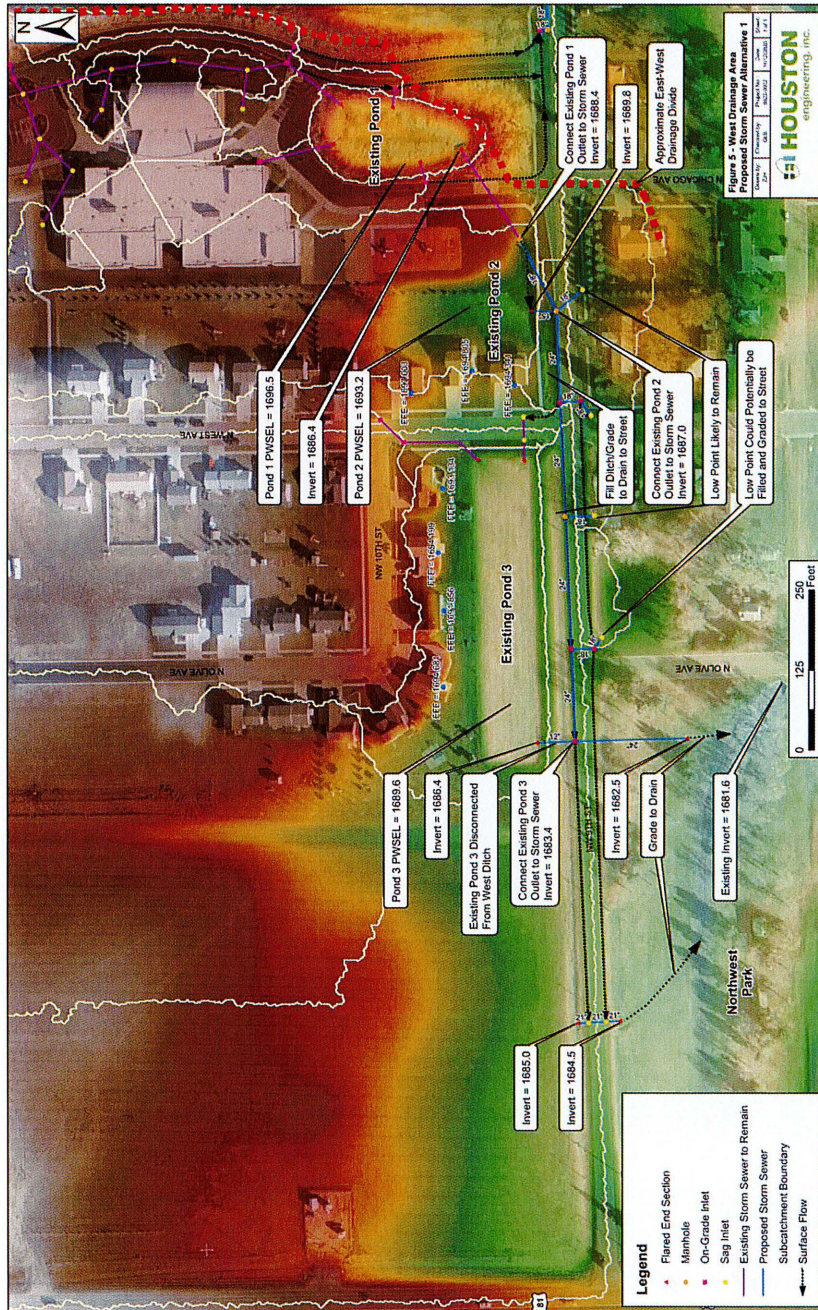
Cost Estimate

Remove and Replace Asphalt Street 37-ft B-B Width and Replace/Extend Utilities

Item No.	Item Description	Units	Unit Price	Quantity	Total Price	Assumptions
1	Mobilization	LS	\$170,000	1	\$170,000	10%
2	Salvage Traffic Sign	EA	\$25	24	\$600	
3	Remove and Reset Mailbox	EA	\$100	24	\$2,400	
4	Remove Concrete Curb & Gutter	LF	\$6	4,700	\$28,200	school to drainage = 1700 + Union
5	Remove Drop Inlet	EA	\$400	12	\$4,800	
6	Remove Storm Sewer Pipe	LF	\$10	500	\$5,000	
7	Remove Manhole	EA	\$1,000	10	\$10,000	
8	Remove Sanitary Sewer Pipe	LF	\$10	1,650	\$16,500	
9	Remove Fire Hydrant	EA	\$1,000	8	\$8,000	
10	Remove Watermain Pipe	LF	\$10	1,850	\$18,500	west ave east to drainage + Union
11	Remove Asphalt Concrete Pavement	SY	\$5	20,000	\$100,000	1700 x 32 + 1700 x 28 + 650 x 37
12	Remove Concrete Pavement	SY	\$8	300	\$2,400	12 driveways
13	Remove Concrete Sidewalk	SY	\$8	250	\$2,000	only ramps at intersections
14	Incidental Work - Grading	LS	\$7,500	1	\$7,500	unknowns
15	9" Base Course	TON	\$15	4,200	\$63,000	1400x40x0.75x135/2000 + 650x40x
16	6" Asphalt Pavement	TON	\$85	2,625	\$223,125	1400x25x0.5x145/2000 + 650x35x0.5x145/2000
17	6" PCC Driveway Pavement	SY	\$80	450	\$36,000	18 driveways
18	6" PCC Fillet Section	SY	\$100	250	\$25,000	6x30
19	18" RCP Class 3 Furnish	LF	\$30	750	\$22,500	
20	18" RCP Install	LF	\$30	750	\$22,500	
21	24" RCP Class 3 Furnish	LF	\$40	1,500	\$60,000	
22	24" RCP Install	LF	\$30	1,225	\$36,750	
23	27" RCP Install	LF	\$40	275	\$11,000	
24	30" RCP Class 3 Furnish	LF	\$50	250	\$12,500	
25	30" RCP Install	LF	\$30	250	\$7,500	
26	18" RCP Flared End Furnish	EA	\$600	7	\$4,200	
27	18" RCP Flared End Install	EA	\$400	7	\$2,800	
28	24" RCP Flared End Furnish	EA	\$750	3	\$2,250	
29	24" RCP Flared End Install	EA	\$400	3	\$1,200	
30	48" Storm Sewer Manhole	EA	\$3,500	14	\$49,000	
31	Incidental Work - Storm	LS	\$5,000	1	\$5,000	unknowns
32	Storm Sewer Inlet	EA	\$3,500	30	\$105,000	
33	Reset Sign	EA	\$100	24	\$2,400	
34	Pavement Marking Paint 4" White	LF	\$1	250	\$250	school entrance
35	Pavement Marking Paint 4" Yellow	LF	\$1	1,500	\$1,500	entire length for arterial street
36	Traffic Control Miscellaneous	LS	\$2,500	1	\$2,500	
37	Type B66 Concrete Curb & Gutter	LF	\$15	8,100	\$121,500	3400 x 2 + 650 x 2
38	4" Concrete Sidewalk	SY	\$5	12,000	\$60,000	ramps + West to Highland 1 side
39	Type 1 Detectable Warnings	EA	\$75	28	\$2,100	
40	Adjust Drop Inlet	EA	\$425	0	\$0	
41	External Manhole Seal	EA	\$625	11	\$6,875	
42	Manhole Frame and Lid	EA	\$1,000	11	\$11,000	
43	Adjust Manhole	EA	\$550	11	\$6,050	
44	48" Sanitary Manhole	EA	\$3,500	11	\$38,500	
45	8" Sanitary Sewer Main	LF	\$50	1,650	\$82,500	as per Chad's drawing + Union 650
46	10" Sanitary Sewer Main	LF	\$75	1,100	\$82,500	Chicago Ave west to Church
47	4" Sanitary Sewer Service	LF	\$35	900	\$31,500	18 x 50'
48	Incidental Work - Sanitary	LS	\$7,500	1	\$7,500	unknowns
49	8" C900 PVC Watermain	LF	\$40	4,000	\$160,000	highland to west + Union 650
50	12" C900 PVC Watermain	LF	\$50	700	\$35,000	union east
51	12" Watermain Boring	LF	\$150	250	\$37,500	at bridge
52	8" MJ Gate Valve	EA	\$1,500	16	\$24,000	
53	12" MJ Gate Valve	EA	\$1,500	4	\$6,000	
54	6" Fire Hydrants	EA	\$4,000	12	\$48,000	
55	Incidental Work - Watermain	LS	\$7,500	1	\$7,500	unknowns
56	1" Service Pipe	LF	\$25	900	\$22,500	18 x 50'
57	Adjust Water Valve Box	EA	\$185	20	\$3,700	
58	Erosion Control	LS	\$5,000	1	\$5,000	
59	Seeding/Fertilizing/Mulching	AC	\$2,500	4	\$10,000	4000 x 10 / 43,560
Subtotal					\$1,881,100	
Contingency 10%, Design 7.5%, Construction Admin 7.5%					\$470,275	
TOTAL					\$2,351,375	

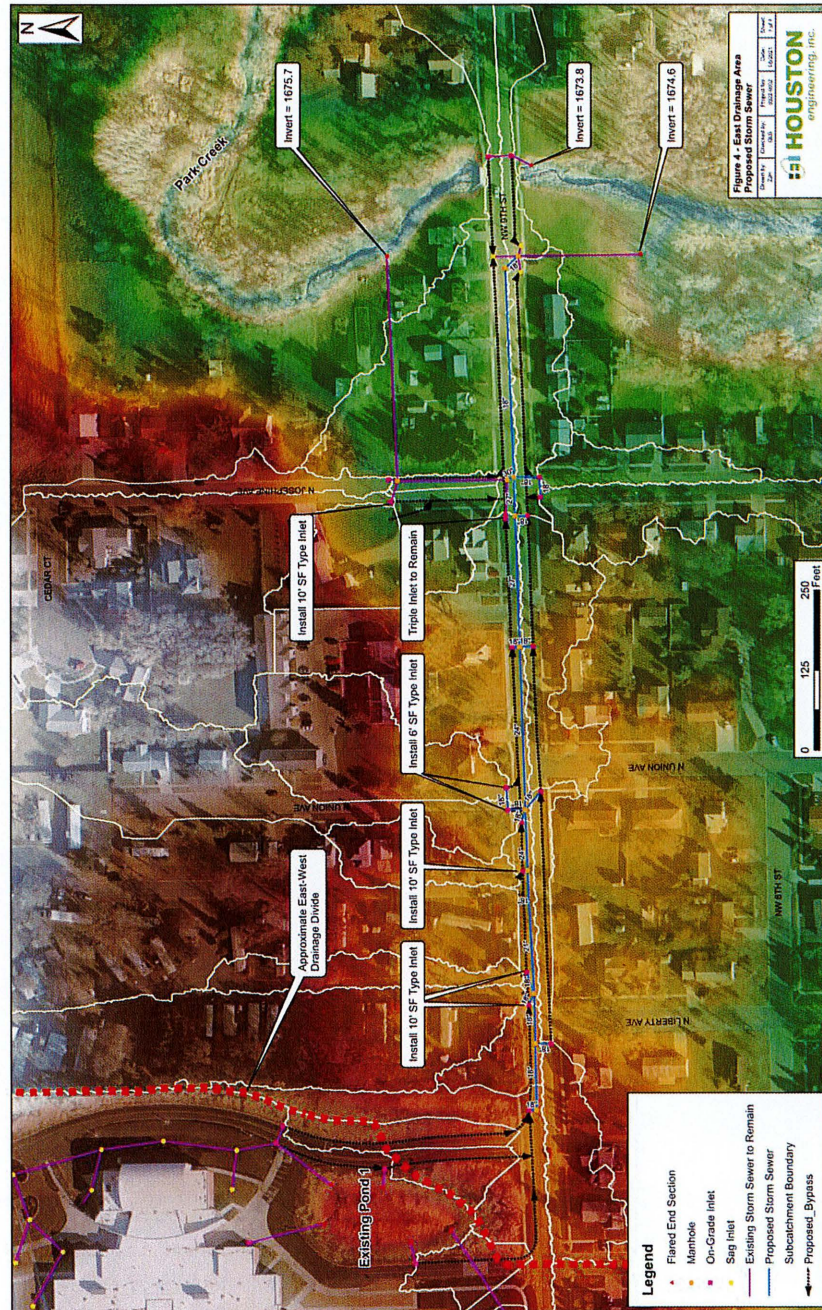
This is **Appendix 4, Drainage Study Proposed Storm Sewer Layouts**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated April 12, 2021.

DRAINAGE STUDY PROPOSED STORM SEWER LAYOUTS



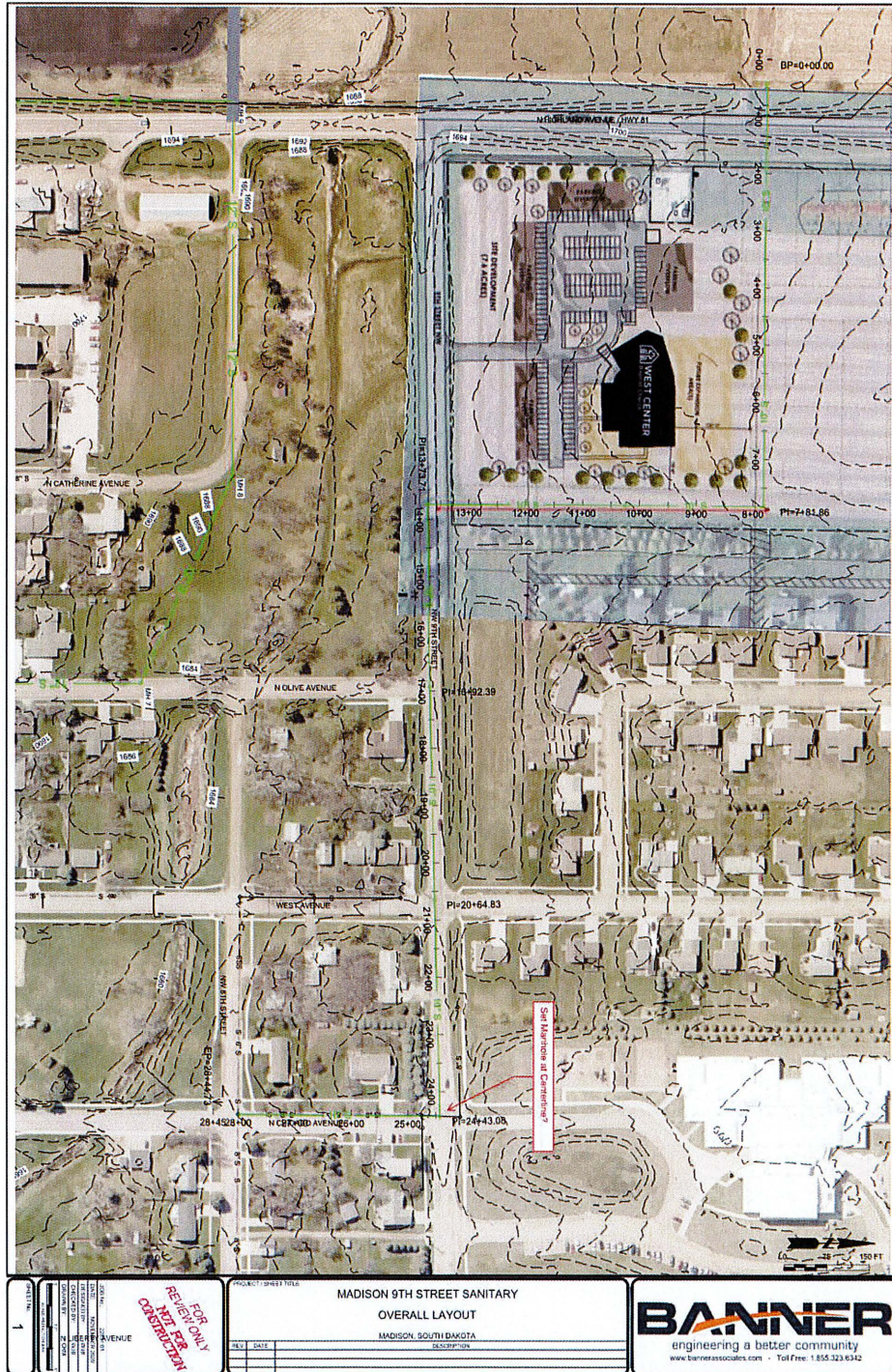
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DRAINAGE STUDY PROPOSED STORM SEWER LAYOUTS



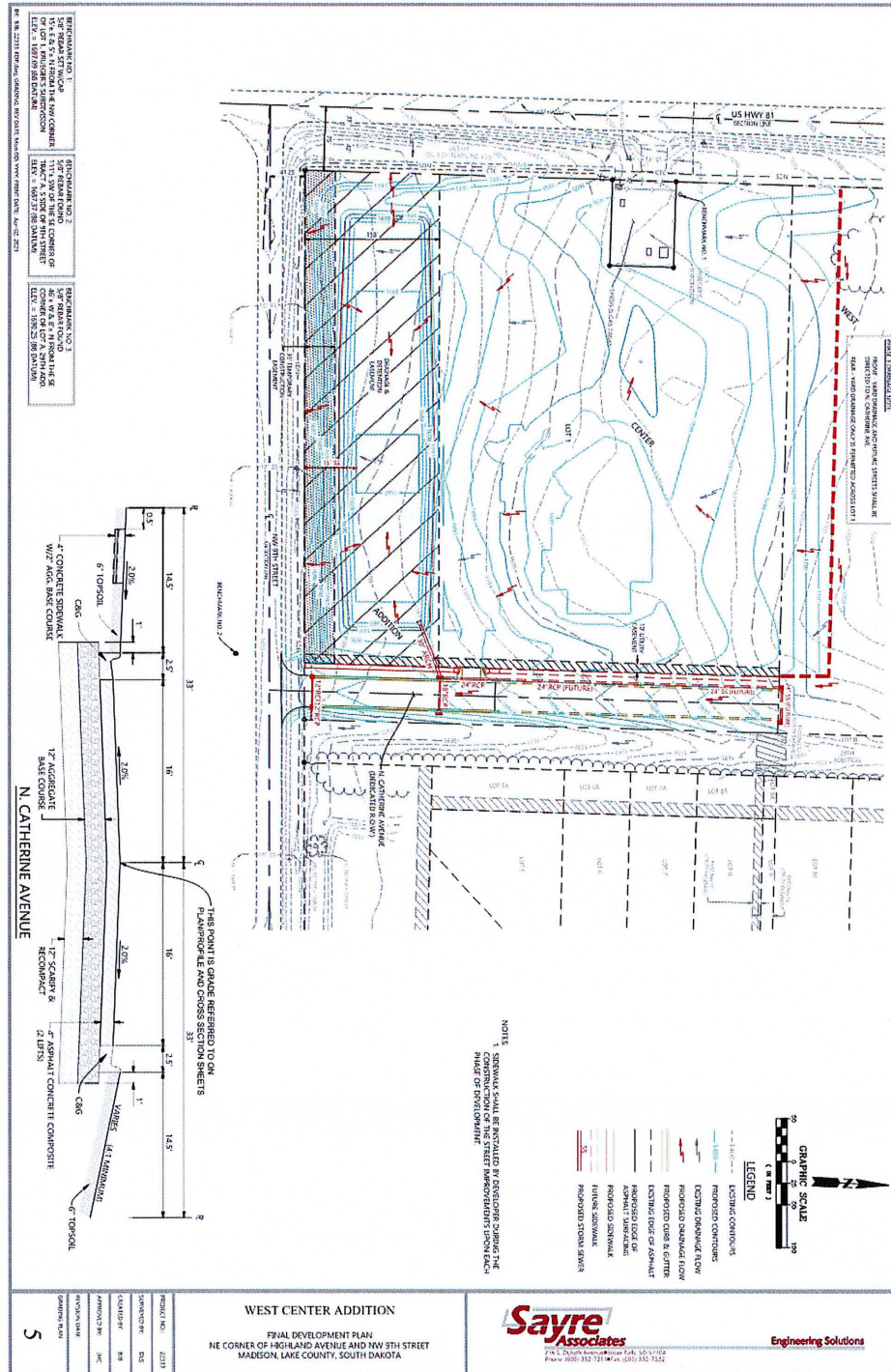
This is **Appendix 5, West Center Church Site Layout**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **April 12, 2021**.

WEST CENTER CHURCH SITE LAYOUT



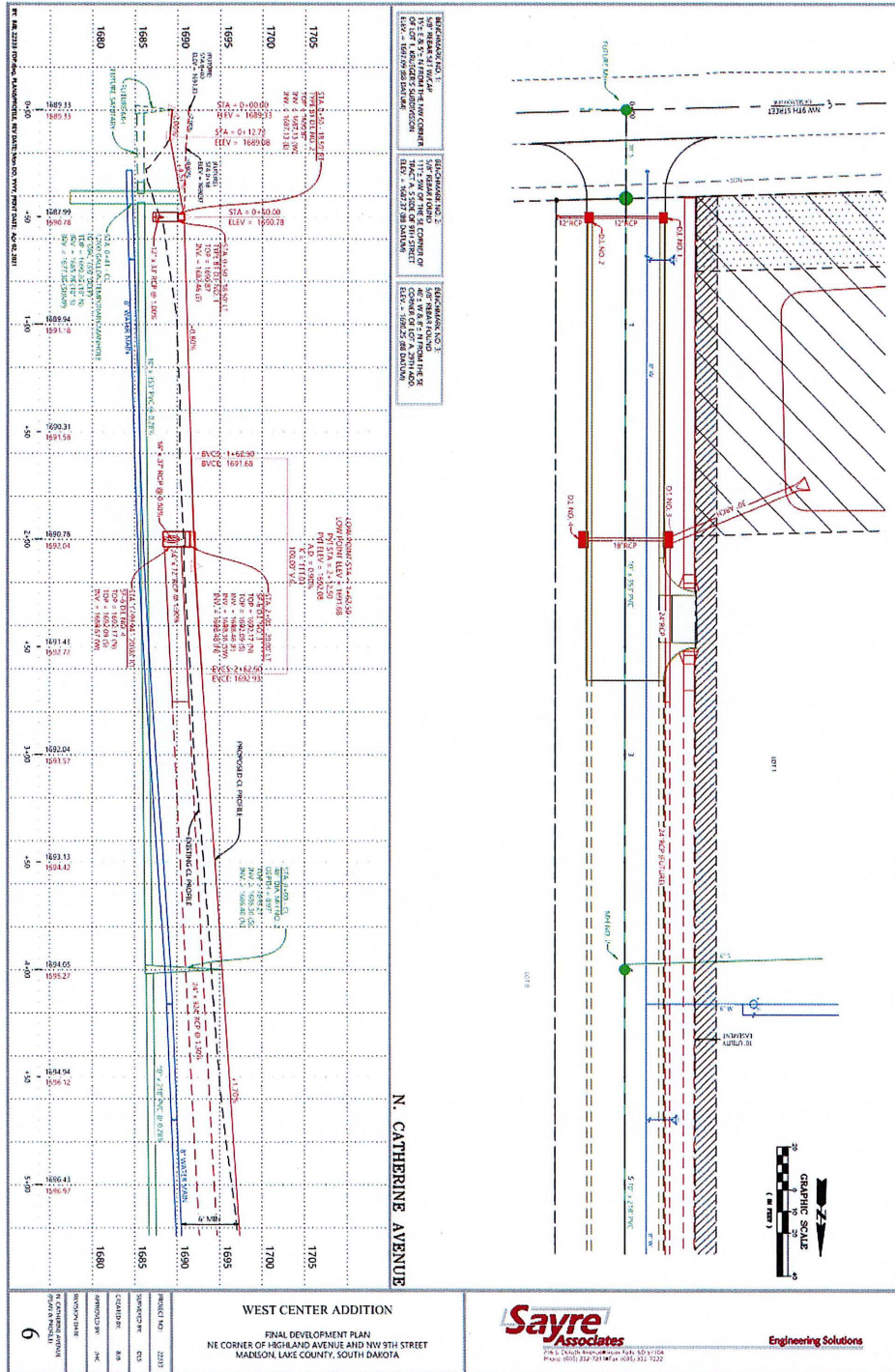
This is **Appendix 5, West Center Church Site Layout**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **April 12, 2021**.

WEST CENTER CHURCH SITE LAYOUT



This is **Appendix 5, West Center Church Site Layout**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **April 12, 2021**.

WEST CENTER CHURCH SITE LAYOUT



This is **Appendix 6, City Identified Utility Improvements**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **April 12, 2021**.

CITY IDENTIFIED UTILITY IMPROVEMENTS





Banner Associates, Inc.
409 22nd Ave So, Box 298
Brookings, SD 57006
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

April 7, 2021

Mr. Chad Comes, PE
City Engineer
116 W. Center St.
Madison, SD 57042

Re: Letter of Contract - Engineering Services
Park Creek Walls – Site 1: CLOMR, Final Design and Construction Services

F:\Proposals\FY 2021 Letter-Contract Proposals\51 March - Madison Park Creek Wall - Site 1\Letter Agreement Madison Park Creek Walls (Site 1).doc

Dear Mr. Comes:

Banner Associates, Inc. ("Banner") is pleased to submit this letter of contract for Engineering Services for performing a CLOMR Application, Final Design and Construction Services on the reconstruction of the Park Creek channel described as Site 1 located north of 7th St NW.

Engineering Scope of Services:

CLOMR Application:

The following items will be included in the scope of work to submit a CLOMR application and receive approval for the proposed improvements:

- Perform Hydraulic Analysis to satisfy requirements to obtain a Conditional Letter of Map Revision (CLOMR) for the proposed improvements
- Receive and address review comments and additional data request (2 additional data requests included). Additional data requests will be considered out of scope and billed separately based on our hourly rates in accordance with the attached fee schedule.
- Coordination with FEMA reviewer to obtain a CLOMR comment document.

Final Design:

Prepare final construction plans for reconstruction of the Site 1 Park Creek channel section located north of 7th St NW.

The following items will be included in the scope of work to prepare final design plans and prepare documents for bidding:

- Project planning meetings with city engineer and staff (16 hours)
- Project coordination with FEMA and SHPO (16 hours)
- Project Notes and Details
- Existing Site Plan



- Site Layout Plan
- Site Removal Plan
- Site Erosion Control Plan
- Site Grading Plan
- Site Surfacing Plan
- Project Manual with Technical Specifications

Construction Services:

Perform On-Site Observation and Construction Administration Services throughout construction.

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

- Prepare agreement to execute construction contract
- Organize and attend Pre-Construction Meeting
- Review Shop Drawings
- Attend Project Progress Meetings (4 on site meetings)
- Review and Process Contractor Pay Applications
- Review and Process Change Orders
- Provide on site observations during critical construction activities (anticipating 8 weeks of construction)
- Perform Final Walk through on project and prepare punch list
- Prepare Project Close-out Documents
- Perform As-Built Construction Survey to satisfy LOMR requirement
- Prepare Construction Plans of Record

Submittals:

CLOMR Application: services include performing hydraulic analysis incorporating proposed improvements, submitting CLOMR application and receiving approval for revision.

1. Banner proposes to complete the CLOMR application process within 270 days after authorization to proceed;
2. This portion of the contract shall be considered complete when the CLOMR comment document is received.

Final Design services include providing design plan and specification submittal at approximately 90% completion to Owner, FEMA and SHPO for review. Final plans and specifications for bid will be submitted following receipt of comments and revision of construction documents.

1. Banner proposes to complete Final Construction Plans and Specifications for bid in 120 days after authorization to proceed;



2. This portion of the contract shall be considered complete when bids are opened for the project.

Construction Services will commence once the project has been bid and shall be considered complete when the project closeout documents have been submitted.

Exclusions:

Based on our understanding of the project, the following items are excluded from our Scope of Services:

- Geotechnical Investigation;
- Hazardous Materials;
- Locating borrow or disposal sites
- Wetland delineation
- Materials Testing
- Site Electrical, Gas and Telecommunication Utilities

Client Obligations:

- Owner supplied data or documents
- Right of entry

Engineering Services Compensation:

We are proposing to complete the above-described Engineering Services for the hourly (not to exceed) amount including reimbursable expenses of:

CLOMR Application: \$30,000.00 plus applicable taxes

Final Design: \$25,600.00 plus applicable taxes

Construction Services: \$42,000.00 plus applicable taxes

Total Aggregate Contract = \$97,600.00 plus applicable taxes

These costs do not include fees required by outside agencies regarding permit application fees or review fees. Any work that falls outside this scope will be billed separately based on our hourly rates in accordance with the attached fee schedule.

Time Schedule of Work:

It is our understanding the ultimate schedule is to develop plans, specifications to bid for construction work that will take place during the late summer to winter of 2021.

Banner's schedule will be influenced by the following:

1. Completion of a hydraulic analysis for obtaining a CLOMR
2. Timely review from governing Agencies of design plans and specifications



Page 4

This Letter of Contract incorporates and includes Banner's Schedule of Labor Rates and Expenses and General Conditions.

Thank you for the opportunity to provide our services.

If you have any questions regarding this contract, please do not hesitate to contact me.

Sincerely,

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

Weston Blasius, P.E.
Project Manager
Banner Associates, Inc.

Enclosure:

1. Schedule of Labor Rates/General Conditions
2. Project Location Map

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____

Client: _____

Business: City of Madison



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

SCHEDULE OF LABOR RATES AND EXPENSES

January 2021

Administrative	\$55.00 to \$145.00/Hour
Surveying/Geomatics	\$65.00 to \$140.00/Hour
Engineering Technician.....	\$65.00 to \$110.00/Hour
Environmental Scientist.....	\$65.00 to \$135.00/Hour
Engineering Intern.....	\$85.00 to \$105.00/Hour
Project Engineer	\$105.00 to \$155.00/Hour
Project Manager	\$120.00 to \$215.00/Hour

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

Mileage.....	\$0.55/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.

GENERAL CONDITIONS

Agreement. The entire Agreement between the Client and Banner shall consist of the Letter of Contract, the Schedule of Labor Rates and Expenses and these General Conditions ("Agreement"). The Agreement represents the entire, integrated Agreement and supersedes all other negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written agreement of the Parties. Banner's services are limited to those specifically identified in the Agreement.

Authorization to Proceed. Execution of this Agreement by the Client will be authorization for Banner to proceed with the Services, unless otherwise provided in the Agreement.

Cost Opinions. Any opinion of cost provided by Banner will be on a basis of experience and judgment, but, since construction costs are dependent upon many market and other conditions over which Banner has no control, Banner shall not be responsible for variations between actual costs and any opinion of cost.

Standard of Care. In the performance of its professional services, Banner will use that degree of care and skill ordinarily exercised by similarly situated professionals under like and similar circumstances. No express or implied warranties are applicable to, or provided with, any of Banner's services

Payment. Monthly invoices will include charges incurred during the preceding month. Payment of the invoice is due within thirty (30) days following the date of the invoice. A charge of one and one-half percent (1 1/2%) per month, or the maximum legal rate for commercial accounts, whichever is less, will be charged for late payment. Client shall be responsible for reimbursing Banner for all costs incurred in collecting delinquent amounts owed by Client.

Termination. This Agreement may be terminated for convenience upon 30 days' written notice, or for cause, if either party fails to substantially perform as required under the Agreement through no fault of the other party and does not commence to diligently correct such nonperformance within 5 days of receipt of written notice. Upon termination, Banner will be paid for all services authorized and performed up to the termination date plus reasonable termination expenses incurred by Banner as a result of the termination.. This Agreement will otherwise terminate upon completion of all applicable requirements of the Agreement. The Indemnity and Limitation of Liability Provision shall survive any termination of this Agreement.

Indemnity and Limitation of Liability. The Client agrees to defend, indemnify and hold Banner and its professionals, officers, employees representatives and agents harmless from and against all claims, costs, expenses (including attorney's fees and expenses) asserted against Banner in connection with the Project, including, but not limited to claims involving hazardous substances, except to the extent caused by the sole negligence of Banner. Banner's liability to the Client for losses, damages or injuries arising out of the performance of Banner's services or the Project will be limited to a sum not to exceed the greater of \$50,000 or Banner's fee (to a maximum of \$1,000,000 or the amount of any insurance available to cover such liability if less than \$1,000,000).

Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Hazardous Substances. Unless specifically stated in this Agreement, Banner shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site

Interpretation. This Agreement and any claims or disputes arising out of, or relating to, the Agreement shall be governed by the laws of the State of South Dakota, other than any choice of law provisions under South Dakota law.

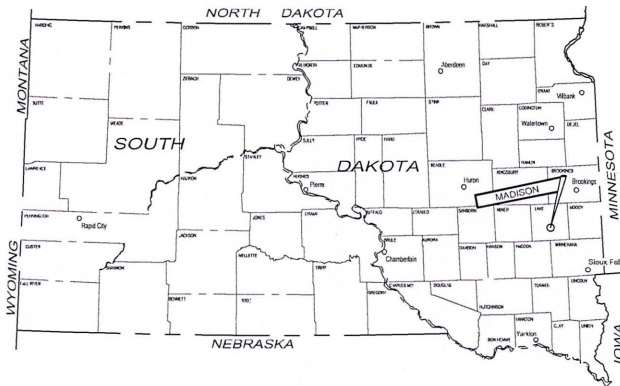
No Third Party Beneficiaries. This Agreement is for the sole benefit of Client and Banner and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party against either Client or Banner.

Responsibility for Construction. The Client agrees that in accordance with generally accepted construction industry standards, Banner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since they are solely the responsibility of the contractor, and Banner shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, including, but not limited to the contractor's failure to perform its work in accordance with industry standards and the requirements of any plans and specifications.

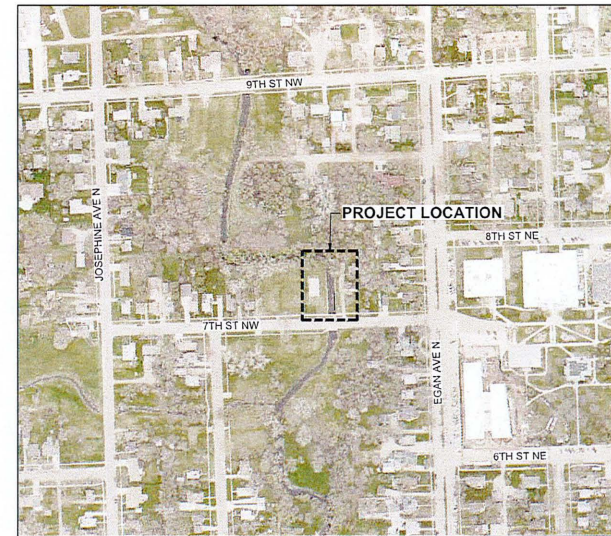
CONSTRUCTION PLANS FOR MADISON PARK CREEK WALL IMPROVEMENTS SITE 1

INDEX OF SHEETS

A1-A2	TITLE & INDEX OF SHEETS, OVERVIEW MAP
C1	TYPICAL SECTIONS
F2	TRAFFIC CONTROL LAYOUT
G1	EROSION CONTROL
H1-H2	EXISTING SITE CONDITIONS, SITE REMOVALS
J1	PLAN & PROFILE
M1-M3	CROSS SECTIONS



NORTH PROJECT VICINITY MAP



NORTH PROJECT LOCATION MAP

HORIZONTAL DATUM:
- NAD 83
- PROJECTION: SOUTH DAKOTA STATE PLANE
COORDINATES SOUTH ZONE

VERTICAL DATUM:
- NAVD 88
- GEOD 09

BASIS OF BEARING: GEODETIC NORTH

ALL DIMENSIONS SHOWN ARE IN
TERMS OF U.S. SURVEY FEET

MADISON, SOUTH DAKOTA
NOVEMBER 2020

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

PROJECT / SHEET TITLE
MADISON PARK CREEK WALL IMPROVEMENTS - SITE 1

TITLE AND INDEX OF SHEETS

MADISON, SOUTH DAKOTA
DESCRIPTION

REV. DATE

FOR
REVIEW ONLY
NOT FOR
CONSTRUCTION

JOB No.: 23124-00
DATE: NOVEMBER 2020
DESIGNED BY:
CHECKED BY:
DRAWN BY:
SCALE: REDUCTION 0/0

SHEET No.:
A1