



BOARD OF COMMISSIONERS

AGENDA

APRIL 19, 2021

5:30PM – COMMISSION ROOM – 116 W CENTER ST
Please join the Zoom meeting from your computer, tablet or smartphone.
<https://zoom.us/j/98094438692>

You can also dial in using your phone.
+1 312 626 6799

CALL TO ORDER

ROLL CALL

Meeting ID: 980 9443 8692

ADOPT AGENDA

APPEARANCES / ACKNOWLEDGEMENTS

- 1) Acknowledge Eastern Dakota Water Development District 30% Project Assistance Northwest Sanitary Sewer Service Area Study and Preliminary Design
- 2) Banner Associates Update - Northwest Sanitary Sewer Service Area Study and Preliminary Design
- 3) US Army Corps of Engineers Update - Section 22 Planning Assistance to States Program (PAS) Floodplain Alternative Study

CONSENT CALENDAR

- 1) Minutes - April 12, 2021
- 2) Claims for Approval - April 21, 2021
- 3) Cash Balances, Gross Salaries, Bills for Ratification - March

UNFINISHED BUSINESS

- 1) 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
- 2) Provide Direction to Staff Regarding 2021 Opening of Madison Aquatic Center

NEW BUSINESS

- 1) Adopt Resolution No. 2021-08 - Canvass the Votes of a Municipal Election
- 2) Adopt Resolution No. 2021-09 - Approve a Plat - Lot 1 of Tract A West Center Addition
- 3) Authorize the Mayor to Sign Letter of Assurance Agreement
West Center Baptist Church - West Center Baptist Church Addition
- 4) Authorize the Mayor to Sign Application
Los Tapatios - Permit to Occupy Right-of-Way (Outdoor Seating - S Egan Ave)
- 5) Review and Award Bid - AIP 3-46-0029-020-2021 - Construct South GA Apron Expansion
- 6) Authorize Mayor to Sign Professional Services Agreement
TKDA, Inc. – Independent Fee Estimate for Madison Municipal Airport Construct South GA Apron Expansion
- 7) Authorize Mayor to Sign Agreement
Lewis and Clark Rural Water System, Inc. - Sell a Portion of Current Water Capacity to Clay RWS
- 8) Authorize Mayor to Sign Agreement
Clay Rural Water System Incorporated - Sell a Portion of Current Water Capacity to Clay RWS
- 9) Authorize Mayor to Sign Application for Abatement and/or Refund of Property Taxes - #2021-5
- 10) Consider Sidewalk Variance Appeal - 2021 Sidewalk Improvement Project
Lot 7 & W ½ Lot 8 Block 8 Waddells Addition (822 NW 1st St.)
- 11) Approve Use of \$89,548.42 Capital Outlay & Maintenance Reserves Funds to Supplement CC Operating Budget

PUBLIC COMMENT

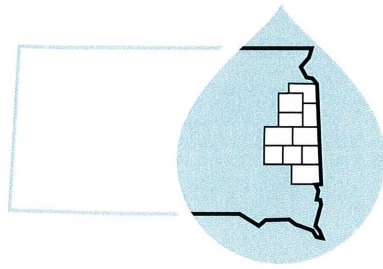
ANNOUNCEMENTS

EXECUTIVE SESSION

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.



**EAST DAKOTA
WATER
DEVELOPMENT
DISTRICT**

February 10, 2021

Chad Comes, City Engineer
City of Madison
116 West Center Street
Madison, South Dakota 57042

Dear Mr. Comes:

At their November 19th, 2020, meeting, the Board of Directors of the East Dakota Water Development District (District) voted to award project assistance funds in support of an investigation into the communities ability to provide service to a potential new service area with it's existing or expanded infrastructure. The areas to be examined include portions of the northwestern section of town, along with undeveloped territory west of Highway 81. Specifically, the Board agreed to provide District funds to cover thirty percent (30%) of the costs of the investigation, up to a maximum amount of \$7,000.

It is District practice to provide project assistance grant funds on a reimbursement basis. At such time as the City of Madison would like to request any of the District funds pledged to this effort, as reimbursement for expenses incurred, please provide the following:

1. A letter requesting reimbursement for the District-eligible funds expended; and
2. A copy of any billings or expenses to substantiate the request.

Please note that action on payment requests is only taken at the monthly EDWDD Board meetings (typically the third Thursday of the month), so I would ask that reimbursement requests be submitted at least 5 to 7 days in advance of the meeting.

If you have any questions about the Board's actions, or the reimbursement procedure, please let me know.

Sincerely,

Jay P. Gilbertson
Manager/Treasurer

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

April 12, 2021
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 12th day of April with the following members present on roll call: Mayor Marshall Dennert and Commissioners Adam Shaw, Robert Thill, Jeræ Wire and Mike Waldner (via teleconference).

Motion by Commissioner Thill to adopt the April 12, 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 - April 1, 2021, Minutes - April 5, 2021, Minutes - April 7, 2021, Claims for Approval - April 14, 2021, Claims for Ratification - April 2, 2021, Building Permit Report - March. Upon roll call, motion carried unanimously.

Claims for Approval - April 14, 2021:

AAA Collections Inc Mar AAA 127.77; American Red Cross Lifeguard/Life-Support 321.00; Appeara Mat Rentals 105.87; Baker & Taylor Book 33.03; Bargain Barn Tire Center Unit #27 Tire 150.00; Blackstone Publishing Books 67.00; Borns Group Inc Utility Billing 1,900.03; Christiansen Complete Water Water/Cooler Rent 38.25; City of Brookings Landfill Gate Fees 4,212.56; Classic Convenience Inc Fuel 310.88; Coast To Coast Solutions Inc Wall Calendars/Mints 447.41; Dakota State University Repairs/Elev Contract 2,651.03; Daxko LLC Apr Spectrum Software 1,633.24; DLT Solutions LLC Annual Subscription 1,323.15; Ehlers/Jesse Training-Rapid City, SD 220.00; Elm USA Inc Repaired Compound Line 181.21; F & M Coop Oil Co Fuel 574.70; Family Resource Network Child Behavior Workshops 15.00; Fastenal Co Spade 32.35; First Bank & Trust Bond Interest 3,465.56; Fox Promo LLC Labor to Sew on Patches 20.00; Hach Co Chemicals 713.74; Hunter Publishing Inc Minutes/Permits 127.15; Hydraulic World Inc Sight Gauge #48b 8.18; Jones Ace Hardware Nuts/Bolts/Nails/Keys 44.83; KolorWorks Paint 77.58; Lewis&Clark Regional Water Sys Mar 2021 Fees 270.00; Library Ideas LLC Music & Streaming Sub 1,600.00; Madison Grocery Store Inc Clorox Bleach 15.27; Matheson Tri Gas Inc Gloves 122.86; Micromarketing LLC Audiobooks 1,143.67; Minnesota Municipal Util Assn Safety 2nd Qtr 2021 900.00; Municode Munidocs Annual Subscription 350.00; Northwestern Energy Utilities 818.93; OCLC Inc Cataloging Subscription 360.78; Office Peeps Inc Hyield Toner 912.14; One Stop Fuel 150.29; Paraclete Press Inc Books 181.09; PE Group Inc Aquatic Center Study 3,000.00; Pizza Ranch Pizzas 50.53; Resykle LLC Container Fee 200.00; Riggin/Morris A Stipend-1st Qtr 1,794.04; Running Supply Inc Bolt Cutter/Chain/Paint 135.81; Scholastic Library Publishing Book 14.99; SD Dept of Environment Exam-Devaney 10.00; SD One Call Message Fees 48.30; SD Public Assurance Alliance Auto Insurance 137.93; SDN Technologies LLC Internet-May 516.79; SoDak SACA OST Dir Retreat-K Winrow 200.00; Stan Houston Equipment Co Generator/Fuel Kit 1,841.89; Streichers Inc Uniform Pants 199.98; Stuart Irby Tool Co Lineman Gloves 268.39; Timmer Supply Co Prinsco Pipe 148.68; Tracker Software Corporation Annual Contract 3,402.00; Visual Gov Solutions LLC Mar Process Fee 6,268.52; W W Grainger Inc Filters/Ball Valves 328.14; Wesco Distribution Inc Cree Street Lights 19,375.00; Wheelco Brake & Supply Inc Shop Towels 117.72; Wollmann/Mathew Training-Rapid City, SD 220.00.

Claims for Ratification - April 2, 2021:

Aflac PR#7 Deduction 3,026.79; City of Madison - Flex One PR#7 Deduction 1,533.84; Delta Dental of South Dakota PR#7 Deduction 5,512.64; Health Pool of South Dakota PR#7 Deduction 35,441.11; IBEW Local Union #426 PR#7 Deduction 439.00; Office of Child Support Enforcement PR#7 Deduction 900.00; SDRS PR#7 Deduction 18,975.29; SDSRP PR#7 Deduction 2,695.50; Teamsters Local Union No 120 PR#7 Deduction 599.00.

This being the time and place set for the Public Hearing Upon Application for Sale of Alcoholic Beverages, and as no public comment was heard, motion by Commissioner Shaw to approve the Convention Center (on-sale) liquor license for Madison Hospitality Group LLC/Best Western Plus Lakeview. Motion seconded by Commissioner Wire. Upon roll call, motion carried unanimously.

City Engineer Chad Comes presented a professional services agreement with Houston Engineering, Inc. for the design of 9th Street from Park Creek to Highland Avenue and Union Ave north of 9th Street. Motion by Commissioner

Thill, second by Commissioner Shaw, to table action on this item for 2 weeks. Upon roll call, motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Thill, to authorize the mayor to sign a letter of contract for engineering services with Banner Associates, Inc, for the Park Creek Walls - Site 1: for CLOMR, final design and construction services. Said services will be completed for a cost not to exceed \$97,600.00. Upon roll call, motion carried unanimously.

Public Comment was heard from City Engineer Chad Comes. Comes offered his letter of resignation on March 31, 2021. His last day will be April 23, 2021. The Commission thanked him for his years of service.

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. Candidates are Jeremiah Corbin, Robert Thill, and Kelly Dybdahl.

Motion by Commissioner Shaw, second by Commissioner Thill, to enter into executive session at 5:46pm, pursuant to SDCL 1-25-2(1). Motion carried unanimously.

Mayor Dennert declared the group out of executive session at 6:10pm.

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

The Board of Commissioners adjourned at 6:11pm.

/s/Sonya Wilt
Finance Officer

CITY OF MADISON

CASH BALANCES

MARCH 2021

	WELLS FARGO	GREAT WESTERN	FIRST BANK & TRUST	SD FIT	FIRST NATIONAL	US BANK	CASH BALANCE
<u>CASH</u>							
GENERAL	\$ 5,145,141.35	\$ 101,099.55	\$ 3,221,418.88	\$ 186,499.90			\$ 8,654,159.68
PARK & RECREATION	\$ 905,183.12	\$ 4,719.47	\$ 92,709.39	\$ 259,636.95			\$ 1,262,248.93
LODGING & ENTERTAINMENT TAX	\$ 20,595.06		\$ 649.79				\$ 21,244.85
COMMUNITY DEVELOPMENT	\$ 27,063.43						\$ 27,063.43
2ND CENT SALES TAX	\$ 1,025,921.59		\$ 268,002.88				\$ 1,293,924.47
BUSINESS IMPROVEMENT DISTRICT	\$ 1,420.00						\$ 1,420.00
SPECIAL MAINTENANCE FEE	\$ 1,041,061.61						\$ 1,041,061.61
2019 SEPTEMBER FLOOD	\$ 39,033.89						\$ 39,033.89
SWIMMING POOL DEBT SERVICE	\$ 342,542.23						\$ 342,542.23
GERRY MALONEY NATURE AREA			\$ (46,571.39)				\$ (46,571.39)
WATER	\$ 1,851,336.90		\$ 40,807.99	\$ 722,957.42			\$ 2,615,102.31
ELECTRIC	\$ 1,916,385.62		\$ 161,940.83	\$ 1,292,325.25	\$ -	\$ 184,513.50	\$ 3,555,165.20
SEWER	\$ 1,418,984.04		\$ 214,124.32	\$ 278,268.07			\$ 1,911,376.43
COMMUNITY CENTER	\$ 66,834.00	\$ 48,939.97					\$ 115,773.97
SOLID WASTE	\$ 468,077.82		\$ 104,446.68				\$ 572,524.50
RECYCLING CENTER	\$ 147,758.28			\$ 42,616.26			\$ 190,374.54
CAFETERIA PLAN	\$ (1,466.05)						\$ (1,466.05)
							\$ 21,594,978.60
<u>SAVINGS CERTIFICATES</u>							
GENERAL			\$ 589.87	\$ -			\$ 589.87
PARK & RECREATION				\$ -			\$ -
WATER				\$ -			\$ -
ELECTRIC				\$ -			\$ -
SEWER				\$ -			\$ -
							\$ 589.87
<u>RESTRICTED CASH</u>							
TAX INCREMENT DISTRICT #2	\$ 863.52						\$ 863.52
GERRY MALONEY NATURE AREA	\$ (545.85)		\$ 328,453.41				\$ 327,907.56
GRANT CIRCLE TID	\$ 20,394.20						\$ 20,394.20
WATER - LEWIS AND CLARK			\$ 190,661.33				\$ 190,661.33
WATER DEPOSIT	\$ 400.25						\$ 400.25
ELECTRIC - GENERATION DEBT SERVICE					\$ -	\$ 369,012.45	\$ 369,012.45
ELECTRIC DEPOSIT	\$ 113,169.75						\$ 113,169.75
							\$ 1,022,409.06
<u>TOTAL CASH AND SAVINGS CERTIFICATES</u>	\$ 14,550,154.76	\$ 154,758.99	\$ 4,577,233.98	\$ 2,782,303.85	\$ -	\$ 553,525.95	\$ 22,617,977.53
ANNUAL PERCENTAGE YIELD	MONEY MARKET 0.030%	0.050%	0.250%	MONEY MARKET .01%	0.000%	1.625%	
	SWEEP .01%						

CITY OF MADISON DESIGNATED RESERVES

March 2021

GENERAL	FINANCE - ARMORY RESERVE	\$	75,000.57	2ND CENT SALES TAX	4TH & WASHINGTON AVE RESERVE	\$	53,900.00	
	FINANCE - DEPOT RESERVE	\$	65,000.47		TOTAL FUND RESERVE	\$	53,900.00	
	FINANCE - CITY HALL RESERVE	\$	881,364.83		WATER	WATER DISTRIBUTION RESERVE	\$	508,243.21
	FINANCE - REPAIR/MAINTENANCE RESERVE	\$	225,000.00			TOWER INSPECTION RESERVE	\$	45,803.00
	FINANCE - TECHNOLOGY RESERVE	\$	11,966.77			TOWER PAINTING RESERVE	\$	60,000.00
ENGINEER - AERIAL PHOTO RESERVE	\$	11,584.25	TOWER FENCING RESERVE	\$		35,000.00		
ENGINEER - TECHNOLOGY RESERVE	\$	5,000.00	WELL TREATMENT RESERVE	\$		197,986.00		
ENGINEER - VEHICLE RESERVE	\$	16,155.00	WATER TOWER RESERVE	\$		523,500.00		
ENGINEER - TOTAL STATION RESERVE	\$	2,000.00	DISTRIBUTION CALIBRATION RESERVE	\$		23,000.00		
POLICE - TECHNOLOGY RESERVE	\$	49,199.43	LIME/SLUDGE HAULING RESERVE	\$		34,494.73		
POLICE - BUILDING RESERVE	\$	850,000.00	DEPRECIATION RESERVE	\$		130,381.36		
FIRE - FIRETRUCK RESERVE	\$	75,000.00	BIG SIOUX CONNECTION RESERVE	\$		11,012.79		
FIRE - BUILDING MAINTENANCE RESERVE	\$	10,000.00	PLANT EQUIP REPAIR/REPLACE RESERVE	\$		175,000.00		
FIRE - COMMUNICATIONS EQUIP RESERVE	\$	20,000.00	WELL MAINTENANCE RESERVE	\$		100,000.00		
FIRE - SAFETY TRAILER RESERVE	\$	1,000.00	TOTAL FUND RESERVE	\$		1,844,421.09		
HWY/STREETS - STREET SIGN RESERVE	\$	26,724.76	ELECTRIC	PLANT EXPANSION RESERVE	\$	100,000.00		
HWY/STREETS - STORM SEWER RESERVE	\$	13,718.43		WASHINGTON AVE PROJECT RESERVE	\$	50,000.00		
HWY/STREETS - CURB & GUTTER RESERVE	\$	59,416.89		BUCKET TRUCK RESERVE	\$	150,000.00		
HWY/STREETS - BRIDGE REPAIR RESERVE	\$	8,000.00		TRENCHER RESERVE	\$	2,497.86		
HWY/STREETS - TECHNOLOGY RESERVE	\$	15,089.05		BACKHOE RESERVE	\$	20,000.00		
HWY/STREETS - CAPITAL REPLACEMENT RESEF	\$	547,284.36		DIGGER DERRICK RESERVE	\$	-		
HWY/STREETS - SHOP BUILDING RESERVE	\$	210,000.00		CENTER STREET LIGHTS RESERVE	\$	25,000.00		
HWY/STREETS - ROCK CREEK WALL RESERVE	\$	75,000.00		GENERATION PLANT RESERVE	\$	80,000.00		
RESTR USE - FUTURE SITE CLOSURE RESERVE	\$	40,000.00		LOAD MANAGEMENT UPGRADE RESERVE	\$	140,000.00		
RESTR USE - LAND PURCHASE RESERVE	\$	225,000.00		SUBSTATION REPLACEMENT RESERVE	\$	150,000.00		
RESTR USE - CELL CONSTRUCTION RESERVE	\$	80,500.00		TOTAL FUND RESERVE	\$	717,497.86		
RESTR USE - BUILDING MAINTENANCE RESERVE	\$	62,734.04		SEWER	PIPE LINING RESERVE	\$	260,000.00	
AIRPORT - IMPROVEMENT PROJECT RESERVE	\$	318,238.02			DEPRECIATION RESERVE	\$	308,761.79	
LIBRARY - MALONEY RESERVE	\$	4,997.18	MANHOLE LINING RESERVE		\$	22,750.00		
LIBRARY - GENERAL RESERVE	\$	15,898.58	INFRASTRUCTURE IMPROVEMENT RESERVE		\$	200,000.00		
LIBRARY - CHECKING/SAVINGS	\$	20,026.71	PLANT EQUIP REPAIR/REPLACE RESERVE		\$	96,861.00		
LIBRARY - BUILDING RESERVE	\$	66,505.77	BIOSOLIDS RESERVE		\$	18,387.52		
COMMUNITY CENTER MAINT/REPAIR RESERVE	\$	450,000.66	IP CELL TESTING RESERVE		\$	121,983.00		
ESSENTIAL BOND RESERVE	\$	457,000.00	TOTAL FUND RESERVE		\$	1,028,743.31		
2ND CNT SALES TX PREFUND CASHFLW RESERV	\$	576,833.15	COMMUNITY CENTER		CAPITAL OUTLAY RESERVE	\$	69,645.87	
DOWNTOWN IMPROVEMENT RESERVE	\$	40,000.00			FUTURE MAINTENANCE RESERVE	\$	19,902.55	
LEPC FLOOD STUDY UPDATE	\$	-			TOTAL FUND RESERVE	\$	89,548.42	
WILLIAMS BROS SUB FUTURE DEVELOP RESERV	\$	14,000.00	SOLID WASTE		GARBAGE CONTAINER RESERVE	\$	-	
TOTAL FUND RESERVE	\$	5,625,238.92			DEPRECIATION RESERVE	\$	53,740.85	
PARK & RECREATION	ADA ACCESSIBILITY RESERVE	\$		-	TOTAL FUND RESERVE	\$	53,740.85	
	SIDEWALK RESERVE	\$	75,171.13	RECYCLING	DEPRECIATION RESERVE	\$	115,000.00	
SWIMMING POOL REPAIR RESERVE	\$	44,398.37	TOTAL FUND RESERVE		\$	115,000.00		
SW 4TH & UNION AVE PARK RESERVE	\$	72,650.00	TOTAL DESIGNATED RESERVES					
PLAYGROUND RESERVE	\$	10,000.00						
BALLFIELD RESERVE	\$	35,000.00						
REC TRAIL MAINTENANCE RESERVE	\$	34,640.00						
INSECT CONTROL RESERVE	\$	15,000.00						
CHRISTMAS LIGHTS RESERVE	\$	5,775.69						
TENNIS COURT RESERVE	\$	8,000.00						
MULTI-USE TRAIL EXTENSION RESERVE	\$	40,000.00						
CAPITAL REPLACEMENT RESERVE	\$	125,209.37						
PICNIC TABLES RESERVE	\$	7,500.00						
PARK ACQUISITION RESERVE	\$	90,000.00						
TOTAL FUND RESERVE	\$	563,344.56						

**CITY OF MADISON
GROSS SALARIES
MARCH 2021**

DEPARTMENT	AMOUNT	DEPARTMENT	AMOUNT
Mayor & Commission	\$ 4,194.22	Park & Recreation	\$ 13,884.52
Finance	\$ 11,427.87	Water	\$ 27,681.19
General Government Buildings	\$ 738.66	Electric	\$ 59,428.45
Engineer	\$ 13,210.74	Sewer	\$ 28,045.09
Police	\$ 61,039.84	Community Center	\$ 42,464.83
Fire	\$ 5,391.78	Solid Waste Collection	\$ 7,264.94
Highways & Streets	\$ 32,638.91	Recycling	\$ 3,325.79
Snow & Ice Removal	\$ -	Total	\$ 330,985.44
Restricted Use Site			
Airport	\$ 1,755.22		
Library	\$ 18,143.39		
Planning & Zoning	\$ 350.00		

**CITY OF MADISON
BILLS FOR RATIFICATION
MARCH 2021**

VENDOR	DESCRIPTION	DATE	AMOUNT	ACCOUNT #
Heartland Payment System	Fees - Airport	3/1/2021	\$ 97.60	101.4351.4291
CSI	CSI Fees - Community Center	3/3/2021	\$ 41.10	605.4811.4259
CSI	CSI Fees - Community Center	3/3/2021	\$ 41.10	605.4811.4259
CSI	CSI Fees - Community Center	3/3/2021	\$ 28.06	605.4811.4259
IRS	Electronic Tax Payment #5	3/5/2021	\$ 36,220.64	***.****.2172/2173
Wells Fargo Bank	Client Analysis Service Charge	3/11/2021	\$ 49.62	***.****.4291
Wells Fargo Bank	BankCard Discnt/Interch Fees - FO (65%)	3/10/2021	\$ 1,023.39	603.4343.4291
Wells Fargo Bank	BankCard Discnt/Interch Fees - FO (20%)	3/10/2021	\$ 314.88	602.4335.4291
Wells Fargo Bank	BankCard Discnt/Interch Fees - FO (15%)	3/10/2021	\$ 236.16	604.4327.4291
Wells Fargo Bank	BankCard Discnt/Interch Fees - CC	3/10/2021	\$ 150.33	605.4811.4291
Money Movers Inc	Program Processing Fees	3/12/2021	\$ 8.00	605.4811.4259
SD Department of Revenue	Sales Tax - Electric Utility	3/25/2021	\$ 45,052.50	603.4344.4541
SD Department of Revenue	Sales Tax - Refuse Collection	3/25/2021	\$ 1,682.85	***.4344.4543
SD Department of Revenue	Sales Tax - Rec Center & Miscellaneous	3/25/2021	\$ 1,280.15	***.****.4523/4542/4543
Jeremy Marshall	ck# 5987 -Reimburse Travel Expense	3/25/2021	\$ 933.57	101.4111.4271

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



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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
Hydron 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

		Engineering			Land Surveyor		Tech		CAD	Admin	Misc			
	Assumptions	Task Cost	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		\$1,136	16											
Set up Project Review Committee		\$784	4											
Set up and conduct PRC meetings		\$784	4											
Meeting minutes for PRC meetings		\$2,232	8								8			
Monthly progress reports to City		\$1,568	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			
Total Hours		300	70	16	38	48	48	20	16	32	12	0	600	10
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	0	102	2	0	360	6
Total Costs		\$31,550	\$7,840	\$0	\$12,900	\$0	\$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.		\$11,576	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		480	98	194	0	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
Total Project Costs		\$64,450											
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
Total Hours Check		1,034	208	16	332	48	48	20	16	314	32	20	1320
Total Costs Check		\$140,496	\$40,768	\$2,864	\$42,828	\$7,824	\$6,192	\$2,580	\$1,616	\$31,714	\$2,656	\$200	\$1,023
		OK											
Summary		Cost											
PROJECT DEVELOPMENT		\$44,496											
PRELIMINARY DESIGN		\$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

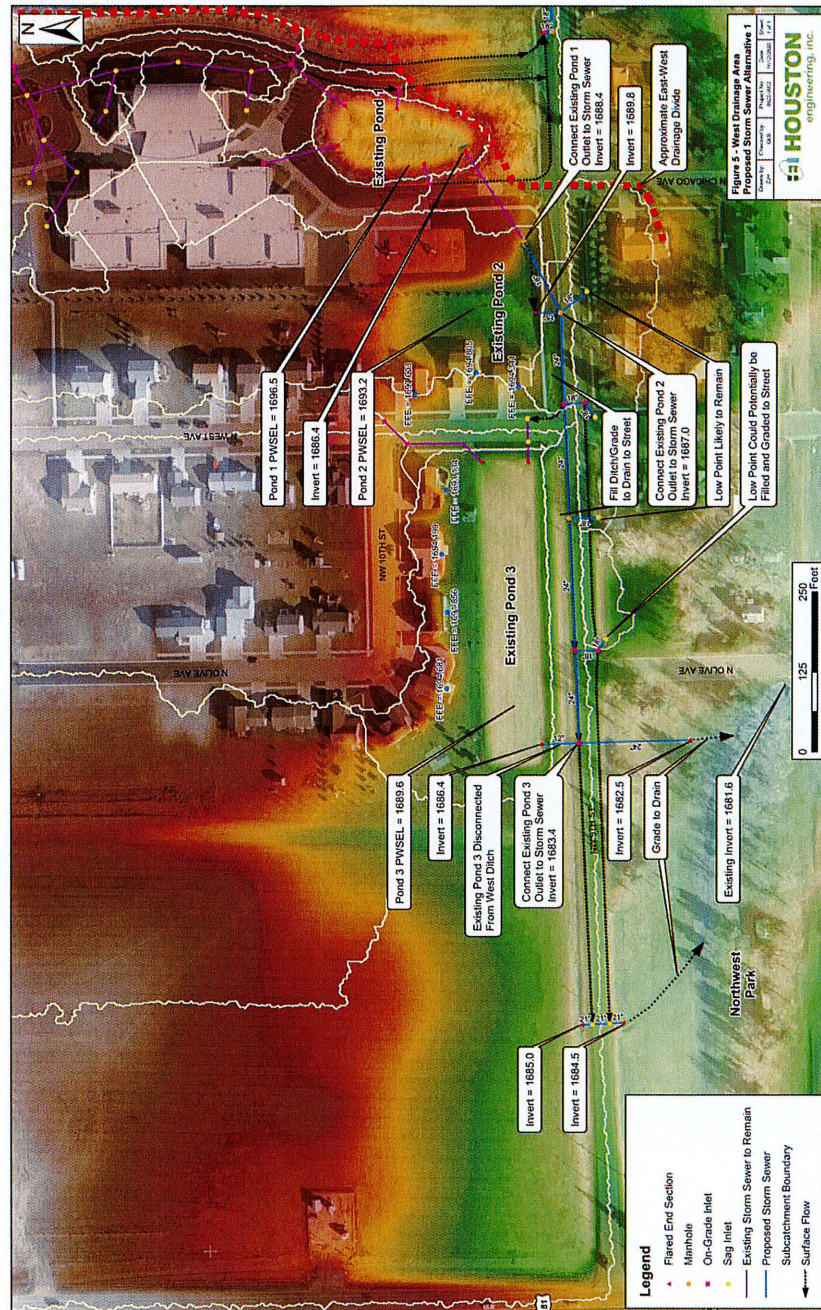
NW 9th Street Plus N Union Ave

Cost Estimate

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

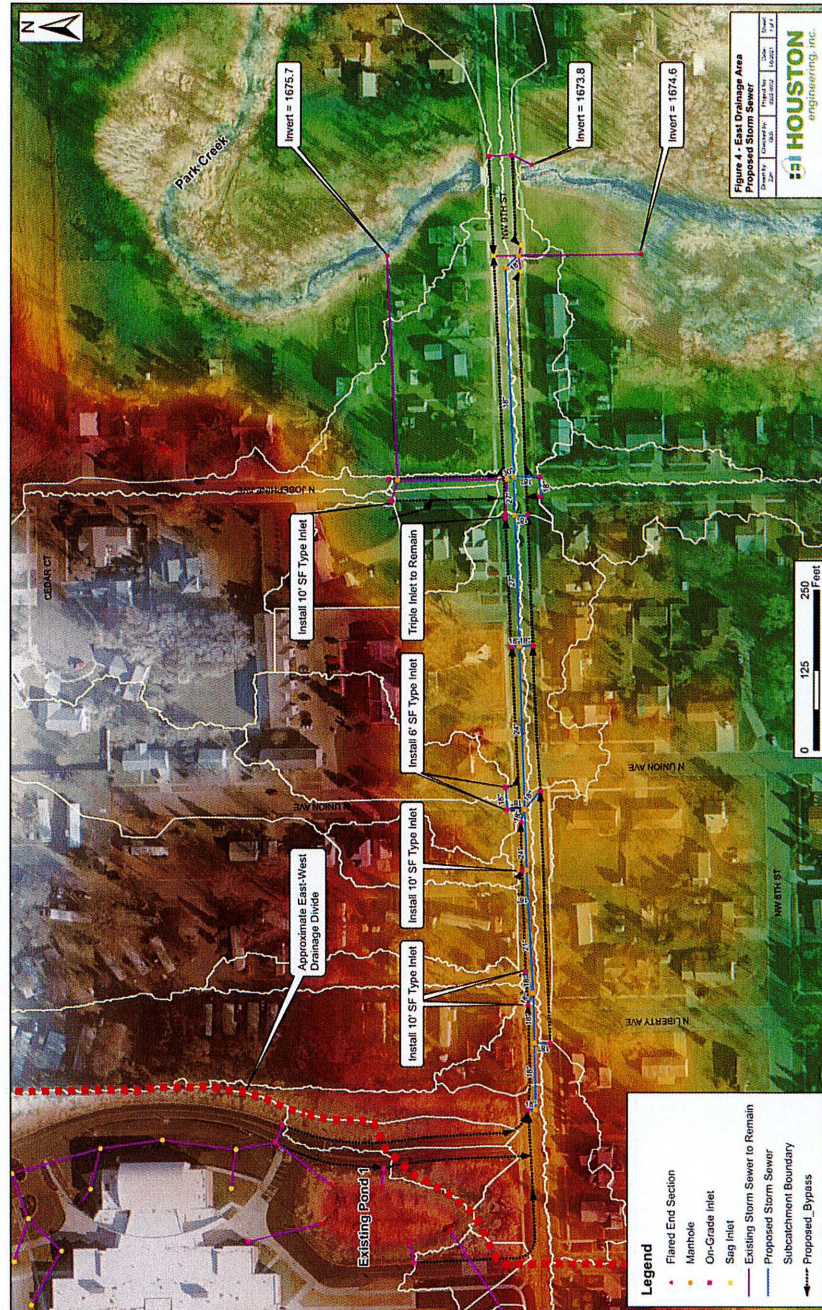
Item No.	Item Description	Units	Unit Price	Quantity	Total Price	Assumptions
1	Mobilization	LS	\$170,000	1	\$170,000	10%
2	Salvage Traffic Sign	EA	\$25	24	\$600	
3	Remove and Reset Mailbox	EA	\$100	24	\$2,400	
4	Remove Concrete Curb & Gutter	LF	\$6	4,700	\$28,200	school to drainage = 1700 + Union
5	Remove 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	1400x35x0.5x145/2000 + 650x35x0
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	SF	\$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	

DRAINAGE STUDY PROPOSED STORM SEWER LAYOUTS



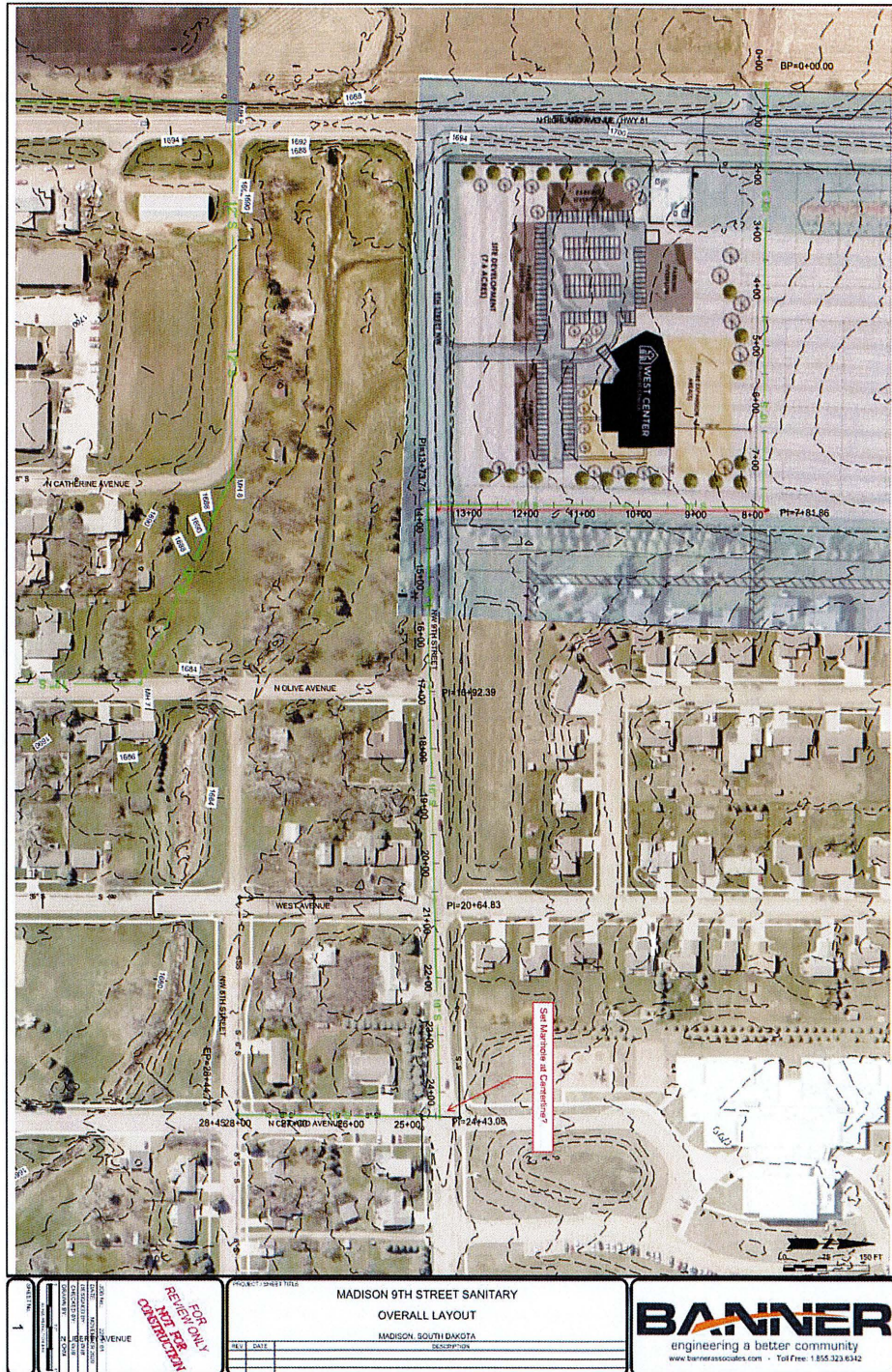
This is **Appendix 4, Drainage Study Proposed Storm Sewer Layouts**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated April 12, 2021.

DRAINAGE STUDY PROPOSED STORM SEWER LAYOUTS

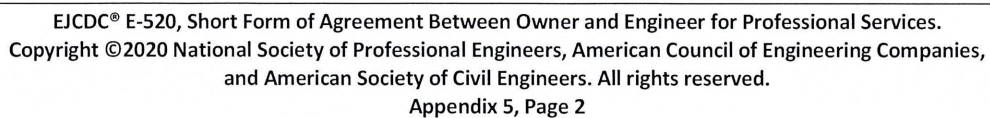


This is **Appendix 5, West Center Church Site Layout**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **April 12, 2021**.

WEST CENTER CHURCH SITE LAYOUT

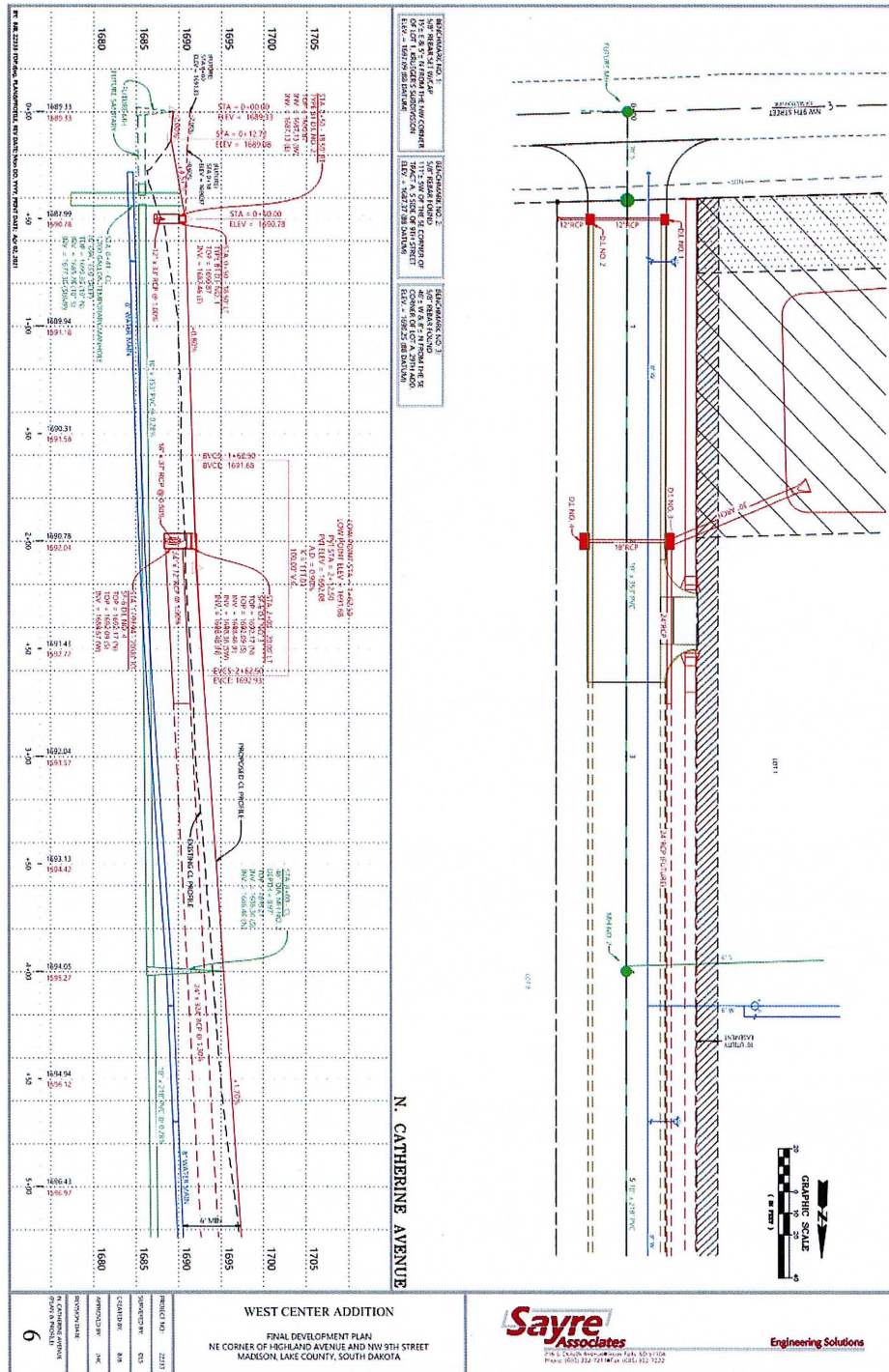


WEST CENTER CHURCH SITE LAYOUT

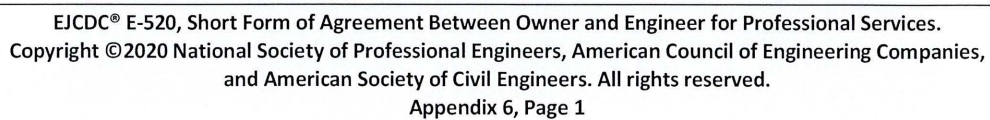


This is **Appendix 5, West Center Church Site Layout**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **April 12, 2021**.

WEST CENTER CHURCH SITE LAYOUT



CITY IDENTIFIED UTILITY IMPROVEMENTS



RESOLUTION NO. 2021-08

A RESOLUTION TO CANVASS THE VOTES OF A MUNICIPAL ELECTION

WHEREAS, there was held in the City of Madison, South Dakota, on April 13, 2021 a municipal election for the purpose of electing two three-year terms for Commissioner of said City; and

WHEREAS, at said election the total number of votes cast for Commissioner were as follows:

	<u>Jeremiah Corbin</u>	<u>Robert Thill</u>	<u>Kelly Dybdahl</u>
Board 1	311	201	346
Board 2	336	172	384
Total	647	373	730

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

That it is hereby found, determined and declared that said election was in all respects duly and legally called and held and the returns thereof have been duly canvassed with Jeremiah Corbin and Kelly Dybdahl having received the majority of all votes cast therefore have been duly elected to the office of Commission for a term of three years.

We, Mayor Dennert, and Commissioners Shaw, Waldner, and Wire, appointed as the Board of Canvassers because of our positions on the governing board in the jurisdiction of City of Madison for the Municipal election held on the 13th day of April, 2021 hereby certify that the foregoing is a true abstract of the votes cast in the jurisdiction of City of Madison at the election as shown by the returns certified to the person in charge of the election.

Dated this ___ day of April, 2021.

CITY OF MADISON

Mayor

Commissioner

Commissioner

Commissioner

ATTEST: _____
Finance Officer

PLANNING COMMISSION PROCEEDINGS
CITY OF MADISON
April 13, 2021

Chairman John Groce called the meeting to order at 7:00am.

The following members were present for roll call: Chairman John Groce, Commissioners Jim Iverson, Bob Maxwell, Donna Fawbush, Roger Olson, Michael Johnson and Jennifer Wolff. Also present were City Commission Liaison Mayor Marshall Dennert, and Administrative Official Chad Comes

Motion by Commissioner Maxwell to approve the March 23, 2021 Planning Commission minutes, second by Commissioner Wolff. Motion carried unanimously.

Motion by Commissioner Fawbush, second by Commissioner Olson to approve the April 13, 2021 agenda. Motion carried unanimously.

Motion by Commissioner Iverson, second by Commissioner Johnson to move into Board of Adjustment at 7:02 am. Motion carried unanimously.

Motion by Commissioner Iverson, second by Commissioner Olson to move out of Board of Adjustment and into Planning Commission at 7:45 am. Motion carried unanimously.

Final Plat Approval – Lot 1 of Tract A of the West Center Addition to the City of Madison, Lake County, South Dakota commenced. Brett Pierce was present representing the owner, West Center Baptist Church.

Chad Comes went through the Final Plat for the West Center Addition. The plat shows the Detention Pond and the Catherine Avenue ROW. Mr. Comes went through the letter of Assurance Agreement. He noted that the agreement states that the completion of Catherine Avenue would need to be done within 3 years. Commissioner Iverson asked if Tract A was Zoned R-90. Mr. Comes stated that it is R-20, and east of Catherine Avenue is R-60.

Motion by Commissioner Iverson, second by Commissioner Olson to approve the Final Plat of Lot 1 of Tract A of the West Center Addition to the City of Madison, Lake County, South Dakota. Motion carried unanimously.

Chairman Groce acknowledged the Letter of Assurance Agreement executed by Church Council Chairman Doug Sims. Mr Comes explained that this agreement was developed consistent with the Subdivision Regulation Ordinances and is required to be approved by the City of Madison when public improvements are being accomplished by the Developer, in this case West Center Baptist Church, particularly when the proposed improvements are not complete prior to approval of Final Plats adjacent to proposed to-be-dedicated Rights of Way within said Final Plats.

There were no public input comments.

Motion by Commissioner Maxwell, second by Commissioner Wolff to adjourn. Motion carried unanimously.

The meeting adjourned at 7:59am.

Dan Whitlock
Planning Commission

RESOLUTION NO. 2021-09

A RESOLUTION TO APPROVE A PLAT

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

That the plat of Lot 1 of Tract A of The West Center Addition to the City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison, is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

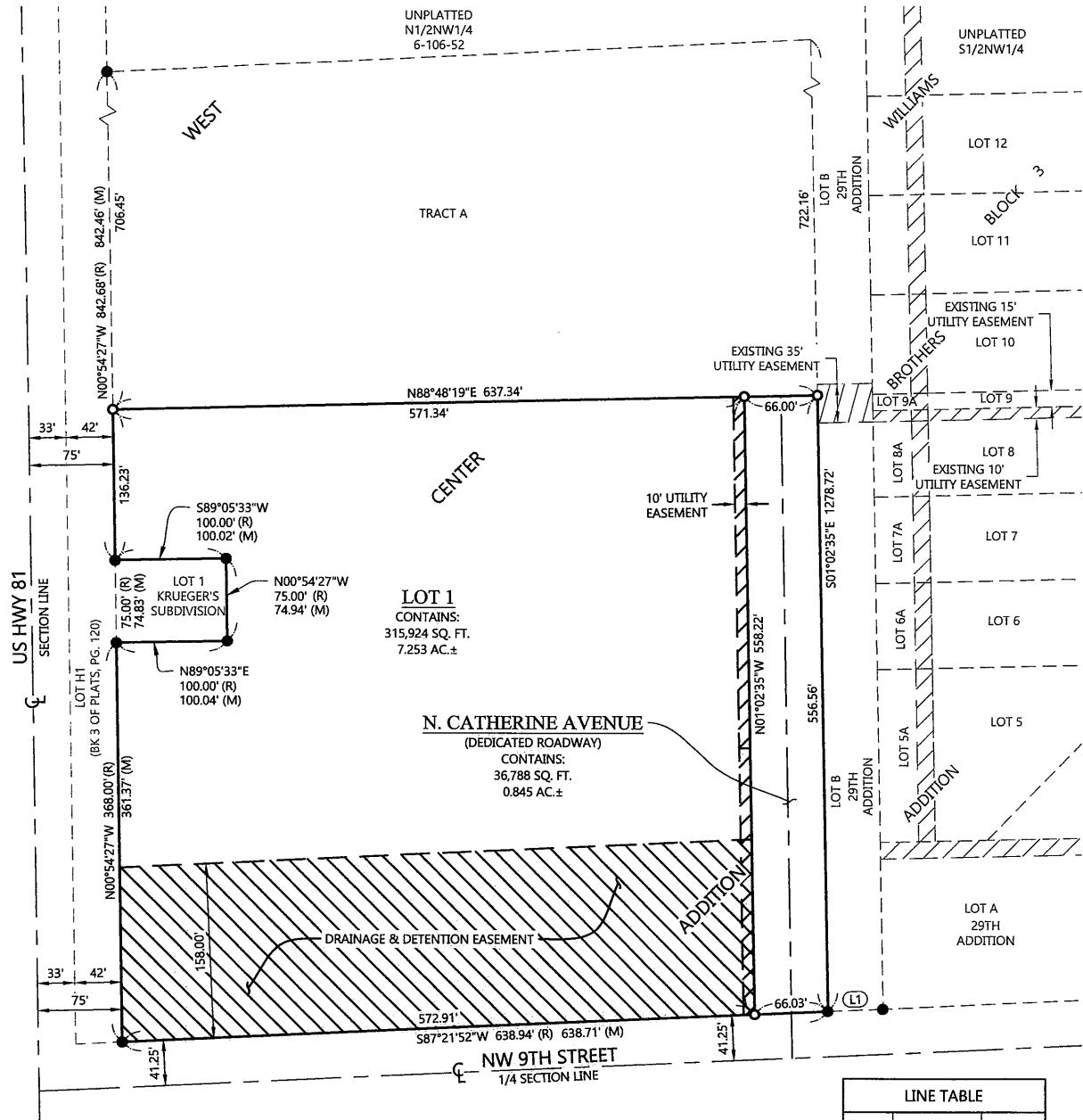
Dated this ___ day of April, 2021.

CITY OF MADISON

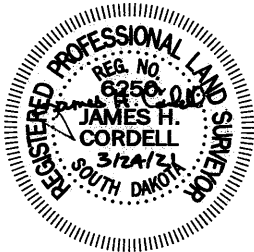
Mayor

ATTEST: _____
Finance Officer

LOT 1 OF TRACT A OF THE WEST CENTER ADDITION TO THE CITY OF MADISON,
LAKE COUNTY, SOUTH DAKOTA



LINE TABLE		
Line #	Bearing	Distance
L1	S87°24'10"W	50.00'



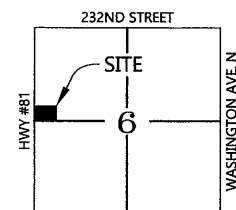
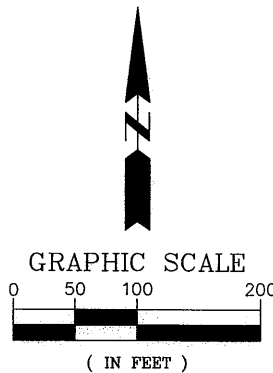
Notes:

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

This plat was prepared without the benefit of a title commitment.

Legend

- - Denotes 5/8 inch by 18 inch rebar set and marked by License No. 6250
- - Denotes found monument
- (R) - Record Distance
- (M) - Measured Distance



VICINITY MAP
SECTION 6-106-52

Total Area Surveyed:
8.098 Acres±

Sayre
Associates
216 S. Dakota Avenue - Sioux Falls, SD 57104
Phone: (605) 332-7211 • Fax: (605) 332-7222
Engineers • Surveyors

LOT 1 OF TRACT A OF THE WEST CENTER ADDITION TO THE CITY OF MADISON,
LAKE COUNTY, SOUTH DAKOTA

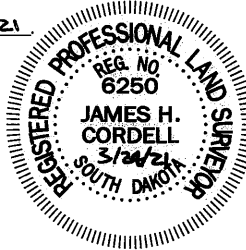
SURVEYOR'S CERTIFICATE

I, James H. Cordell, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I did on or before March 22, 2021, survey and subdivide a part of Tract A of The West Center Addition to the City of Madison, Lake County, South Dakota, into a lot as shown. The same shall hereafter be known and described as **Lot 1 of Tract A of The West Center Addition to the City of Madison, Lake County, South Dakota.**

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

Dated this 24th day of MARCH, 2021.

James H. Cordell
SD Registered Land Surveyor No. 6250



OWNER'S CERTIFICATE OF COMPLIANCE

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

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

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

Dated this 25 day of March, 2021.

Owner: West Center Street Baptist Church

By: Douglas J. Sims

Title: Chairman

STATE OF SOUTH DAKOTA)

COUNTY OF Minnichaha

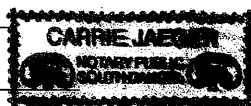
On this 26th day of March, 2021, before me, the undersigned officer, personally appeared Douglas J. Sims, who acknowledged himself to be the Chairman of West Center Street Baptist Church, and that he as such Chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the church by himself as Chairman.

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

My commission expires: 3-15-24

Carrie Jaeger

Notary Public, Minnichaha County, State of SD



CITY ENGINEER'S CERTIFICATE

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

Signed on this 13th day of April, 2021.

Chad A. Comes
City Engineer, Madison, South Dakota

PLANNING COMMISSION CERTIFICATE

Approval of the plat of Lot 1 of Tract A of The West Center Addition to the City of Madison, Lake County, South Dakota, is hereby granted by the City Planning Commission on this 13th day of April, 2021.

[Signature]
Chair, City Planning Commission

CITY COMMISSION APPROVAL

Resolution Number _____

Be it resolved by the City Commission of the City of Madison, that the plat of Lot 1 of Tract A of The West Center Addition to the City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

Adopted this _____ day of _____, 20____.

Mayor, City of Madison

Attest: _____
City Finance Officer

CITY FINANCE OFFICER'S CERTIFICATE

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

City Finance Officer, Madison, South Dakota

COUNTY TREASURER'S CERTIFICATE

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

Dated this _____ day of _____, 20____.

Treasurer of Lake County, South Dakota

DIRECTOR OF EQUALIZATION

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

Director of Equalization, Lake County, South Dakota

REGISTER OF DEEDS

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

Register of Deeds, Lake County, South Dakota

INSTRUMENT PREPARED BY:
JENCKS & JENCKS, P.C.
121 NORTH EGAN
PO BOX 442
MADISON, SD 57042
PHONE: 605.256.0121

LETTER OF ASSURANCE AGREEMENT

LOT 1 OF TRACT A OF THE WEST CENTER ADDITION TO MADISON, SOUTH DAKOTA
(Legal Description)

THIS IS AN AGREEMENT made as of _____(DATE), between the City of Madison, South Dakota (CITY), WEST CENTER STREET BAPTIST CHURCH (OWNER), and WEST CENTER STREET BAPTIST CHURCH (SUBDIVIDER). OWNER and SUBDIVIDER intend to make public and private improvements in order to develop WEST CENTER ADDITION PHASES 1 AND 2 (DEVELOPMENT NAME).

OWNER, SUBDIVIDER, AND CITY, in consideration of their mutual covenants herein, agree in respect to the construction and acceptance of the improvements for the DEVELOPMENT as set forth below.

OWNER and SUBDIVIDER shall:

1. Construct and/or pay for the improvements required for the DEVELOPMENT in the Subdivision Ordinance, in accordance with the plans and specifications as filed with the City Engineer.
2. Complete all required improvements no later than two years after acquiring a construction permit, but no later than three years after filing of the plat. Time extensions may be granted by the City Engineer.
3. Pay all costs attributed to this land when and if the City makes a final determination as to the appropriate costs for any detention ponds benefitting this land.
4. File this Assurance Agreement with the plat in the office of the County Register of Deeds.

Improvements Required and Method of Payment (Owner/Subdivider--D, Special Assessment--SA, Not Required--NR):

Improvements Required	Method of Payment	Comments
STREETS		
Grading and Graveling	___ D ___	_____
Curb and Gutter	___ D ___	_____
Paving	___ D ___	_____
Other	___ D ___	_____
UTILITIES		
Street Lighting	___ CITY ___	_Also includes electrical system_____
Water System	___ D ___	_____
Sanitary Sewer System	___ D ___	_____
DRAINAGE		
Storm Sewer	___ D ___	_____
Drainage ways	___ D ___	_____
OTHER		
Lot Grading	___ D ___	_____

CITY shall, upon satisfactory completion of DEVELOPMENT, including any and all warranty periods, accept and maintain all public improvements. Final acceptance of all improvements will be made upon final inspection and acceptance by the CITY.

Upon written notice, the City Engineer may suspend or revoke any active city permits and/or deny issuance of further city permits or city inspections within any phase of subdivision development if utility infrastructure improvements within that phase of subdivision development have not been extended to the adjacent property, and development of that adjacent property is restricted.

Should the OWNER and/or SUBDIVIDER fail to fully complete the required improvements within the time or extensions there of, of this Assurance Agreement, the CITY may complete any unfinished required improvements. All costs to the CITY related to the completion of any unfinished required improvements will be billed to the OWNER and/or SUBDIVIDER. Should the OWNER and/or SUBDIVIDER fail to pay for these improvements, the responsibility for payment shall fall to the OWNER of the Legal Description described above.

This Assurance Agreement is given for the benefit of the CITY and the purchasers of lots in the DEVELOPMENT.

Mayor

ATTEST:

City Finance Officer

Subdivider and Owner:

Douglas J. Sims

Print Name: Douglas J. Sims

Its: Church Council Chair

On this 25th day of March 2021, before me, the undersigned officer, personally appeared Douglas J. Sims, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

Carrie Jaeger

Notary Public/South Dakota

My Commission expires: 3-15-24



CITY OF MADISON
APPLICATION FOR PERMIT TO OCCUPY RIGHT-OF-WAY

STREET 204 S Egan APPROXIMATELY 20 MILES (FEET) (N;S;E;W)

FROM The bumpout will begin north of the driveway south of the crosswalk and continue 20ft to the North.

Description of Occupancy: There will be a temporary platform that will be 8ft by 20ft. It will have railings that will be 4ft high. This platform will be constructed in five 4 by 8 pieces that will be fastened together for easy movement at the end of the season. The platform will be place May through ~~October~~ November, and the storage of the structure will be the responsibility of Los Tapatios
The structure will include 12 lighted post caps, reflective paint on the corners.

Purpose of Occupancy: Provide outdoor seating for 3 tables with approximate seating for 6-12 people.

Duration of Occupancy: PERMANENT TEMPORARY

If temporary, give the estimated date of removal or completion: The platform will be removed by November 30.

I, the undersigned, request permission to occupy public right-of-way at the above location and as shown on the attached layout sheet. In consideration for this permission, I agree to abide by all conditions as herein stated.

1. To furnish all materials, labor, incidentals and pay all costs involved with this occupancy including restoration of any damage to the roadway and right-of-way to equal or better conditions than existed prior to the occupancy covered by this permit.
2. To provide protection to highway traffic during occupancy by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual of Uniform Traffic Control Devices".
3. To indemnify, hold, and save harmless the City of Madison, its Officers and Employees from any and all suits, actions, or claims of any kind or nature brought because of any injuries or damages received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this application.

Signature: [Signature] Date: 4/7/2021

Address: 204 S. Egan Ave Telephone: 605-968-6817 - Beto

Representing: Los Tapatios Mexican Restaurant (Baltazars, LLC)
(Name of Individual, Company, Organization, etc.)

****To Be Completed by the City of Madison****

1. Prior to commencing occupancy and at completion of occupancy the applicant shall notify _____ at _____

Telephone: _____

2. Special Conditions: _____

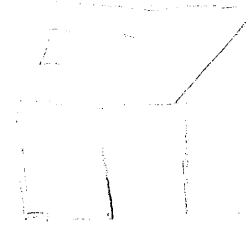
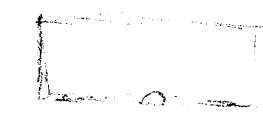
3. Failure to accomplish the occupancy with the provisions of this permit will automatically render this permit null and void and where applicable, constitute grounds for its removal and/or full restoration of the occupancy.

This permit to occupy right-of-way is granted to all conditions as herein stated on this _____ day of _____, 20_____.

Mayor

Los Tapatis

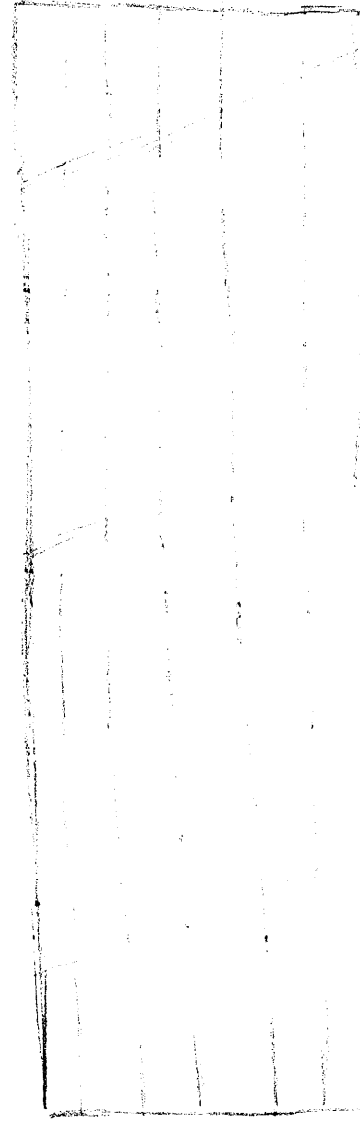
lot
walk



Side walk

15'

Drive way



15'

20'

Egan S

Egan N

APPLICATION FOR OUTSIDE ALCOHOL SALES PERMIT

City of Madison
116 W. Center Street
Madison, SD 57042
(605) 256-7500

Date 4/6/2021

I herewith submit my application for an Outside Alcohol Sales Permit. I have attached documentation of the request, along with plans and drawings identifying the design and plan for the orderly sale and service of alcohol.

I also understand and agree to comply with the following rules:

- 1) Alcohol will be served no later than 9:00 p.m.
- 2) Alcohol shall only be allowed to patrons seated at tables.
- 3) At all times leave at least six feet (6') of open and unobstructed sidewalk for pedestrian traffic.
- 4) License holder derives more than fifty percent of its gross receipts from the sale of prepared food for consumption on the premises.

BUSINESS INFORMATION

Name Los Tapatros Mexican Restaurant
Address 204 S. Egan Ave
Madison, SD 57042
Phone # 605-256-4986 Cell # 605-291-6085
E-mail Address lostapatros.madison@gmail.com


Signature of Applicant



5110 East 57th Street
Sioux Falls, SD 57108-8748
605 271 4414
KLJENG.COM

April 15, 2021

Chad Comes
City Engineer
City of Madison
116 West Center Street
Madison, SD 57042

Re: Letter of Recommendation
Construct General Aviation Apron Expansion
AIP #3-46-0029-020-2021

Dear Mr. Comes:

Bids

Bids were opened at 3:00 p.m. on Thursday, April 8, 2021. Five bids were received. Below is a summary of bids received with Engineer's Estimate included:

Bidder	Total Bid Cost
Bowes Construction, Inc.	\$981,016.60
Rounds Construction Company, Inc.	\$1,062,665.32
Midland Contracting, Inc.	\$1,138,032.22
Double H Paving, Inc.	\$1,163,202.60
Webster Scale, Inc.	\$1,207,487.54
Engineer's Estimate	\$1,194,829.00

Consideration of Bowes Construction, Inc.'s Bid

When reviewing the bid proposal using KLJ's standard review process, it is our opinion the bid proposal conforms to the bidding document requirements in all aspects. See bid proposal review notable items below:

- DBE Goal – Bowes Construction, Inc. has provided all DBE documentation required. The bid proposal and supporting information provides for 0.60% DBE Participation with the project DBE Goal set at 2.10%. Per the bidding documents, good faith effort documentation was required to be submitted due to the DBE goal not being met and this documentation was submitted. Upon review of the good faith effort documentation, it is our opinion that the information provided meets the requirements of the City's DBE Program.
- Debarment/Suspension Status – Bowes Construction, Inc. is not listed as debarred or suspended by any Federal Department when reviewed via the System of Award Management (SAM).



Engineer's Recommendation

Taking all information above into consideration, KLJ recommends the City of Madison consider Bowes Construction, Inc.'s bid proposal acceptable contingent up on the following:

- City verification that Good Faith Effort Documentation provided is adequate to meet the requirements of the City's DBE Program.

If the City of Madison agrees with the above, please execute the following actions at your next City Commission meeting:

- Approve award of project to Bowes Construction, Inc. in the amount of \$981,016.60.

Once the City Commission has approved the award, we will prepare the Notice of Award (NOA) for execution. The actual contracts will not be presented to the City Commission until the NOA has been signed by the Contractor. The Contractor will then prepare their payment and performance bonds, insurance certificates, and other appropriate documents for KLJ review. If acceptable, KLJ will forward the contract package to the City of Madison for signatures.

Please let me know if you have any questions.

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'Jake Braunagel'.

Jake Braunagel, PE
Project Manager

Enclosure(s): None
CC: Aaron Storm, KLJ
Project #: 2005-00264



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

April 13, 2021

Via Email Only: traci.namken@cityofmadisonsd.com

Traci Namken
City of Madison, South Dakota
116 West Center Street
Madison, SD 57042

Re: Independent Fee Estimate (IFE) – Madison Municipal Airport (MDS)
South GA Apron Project (KLJ 2105-00470)

Dear Ms. Namken:

In response to your request, TKDA proposes to complete an IFE for the South GA Apron Project at the Madison Municipal Airport. The IFE will be based on our engineering experience with similar projects and the attached Detailed Scope of Services developed by KLJ.

TKDA's fees for these services will be in the lump sum amount of \$4,000. Our Services will be provided pursuant to the terms and conditions of the attached "General Provisions of Engineer-Architect Agreement" dated July 2009. We thank you for the opportunity and will complete our efforts within one (1) week of notice to proceed.

If this agreement is acceptable, please have it signed and return one copy to us. Please contact me at 651.292.4441 or john.ahern@tkda.com if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'John W. Ahern'.

John W. Ahern, PE
Vice President, Aviation

JWA:sfs

ATTACHMENT: SCOPE OF SERVICES
GENERAL PROVISIONS

ACCEPTED FOR THE CITY OF MADISON, SOUTH DAKOTA

By _____
(Signature) Marshall Dennert, Mayor Date



Attachment A
Detailed Scope of Services
Madison Municipal Airport, Madison, South Dakota
AIP Project #3-46-0029-020-2021
KLJ #2105-00470

PROJECT DESCRIPTION

General

The work is to occur at Madison Municipal Airport in Madison, South Dakota, under the terms and conditions of the Standard Agreement for Professional Services (Agreement) between the City of Madison (Owner) and KLJ (Engineer).

The federal work shall be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the City of Madison.

The project consists of construction of a GA Apron Expansion of approximately 10,460 square feet.

Detailed Scope of Services have been outlined to be completed under the following two tasks:

Expand South GA Apron

- Task 3 - Construction Administration and Observation Services
- Task 14 - FAA Project Closeout Report Services

The Engineer shall perform the work under this Agreement with FAA Advisory Circulars and regulations that are current as of the effective date of the Agreement. Changes to the FAA Advisory Circulars and regulations after the date of this Agreement shall be addressed per Section V, Item P, of the Agreement.

Completion Time

The Engineer shall complete the total contract within 180 days after final construction acceptance. Schedule and fee is based on FAA funding for the project being approved for construction in 2021. If funding does not become available for 2021 construction, timelines may be revised accordingly.

CONSTRUCTION ADMINISTRATION AND OBSERVATION

PROJECT ADMINISTRATION

Project Scoping Meeting with Owner. The Engineer shall attend a meeting to discuss project scoping and airport capital improvements plan with the Owner via teleconference (1 meeting). The Engineer staff attending the meeting shall consist of the following:

- Project Manager (Engineer)
- Client Manager (Project Manager)

Prepare Project Detailed Scope of Services and Schedule. The Engineer shall prepare a Detailed Scope of Services and preliminary and schedule based on the information obtained during the Owner Scoping Meeting. Engineer shall submit the Detailed Scope of Services and schedule to the Owner for review and make applicable modifications as agreed upon.

Project Detailed Scope of Services Review with FAA. The Engineer shall present the final Detailed Scope of Services for review and approval. The Engineer shall work with the Owner and FAA to refine the Detailed Scope of Services. The Engineer anticipates one (1) edit based on the Owner's comments and one (1) edit based on FAA comments.

Engineering Detailed Scope of Services and Hour Negotiations. Upon Detailed Scope of Services approval from the FAA, the Engineer shall prepare a detailed hour breakdown with the associated fees for review by the Owner.

Agreement for Professional Services. The Engineer shall compile the Agreement for Professional Services (Agreement), complete an internal review and execution of the Agreement for approval by the Owner.

Prepare and Coordinate Subconsultant Agreements. The Engineer shall prepare the appropriate contract documents and the execution of subconsultant agreements to support the agreed Detailed Scope of Services and the Engineer's Agreement with the Owner.

Independent Fee Document Preparation. The Engineer shall prepare the appropriate documents for the independent fee review based on the completed fee negotiations.

PROJECT MANAGEMENT

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically, it is crucial to this project. The Engineer has Aaron Storm identified as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services of work, the project manager shall address them with the Owner.

~~**Project Startup Meeting.**~~ Not included in the Detailed Scope of Services.

Project Budget Setup. The Project Manager shall coordinate with the internal accounting staff to establish the internal budgets.

Bi-Weekly Budget Review / Projections. The Project Manager shall review budgets and budget projections on a bi-weekly basis and coordinate any known issues with the Owner.

Monthly Invoicing. The Project Manager and accounting staff shall prepare monthly billings of project accounting.

~~**Periodic Internal Meetings.**~~ Not included in the Detailed Scope of Services.

~~**FAA Grant Reimbursement Processing.**~~ Not included in the Detailed Scope of Services.

~~**FAA Grant Pre-Application Checklist.**~~ Not included in the Detailed Scope of Services.

Monthly Status Reports. The Engineer shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered and action requirements by the Owner.

FAA Quarterly Reports. The Engineer shall prepare and submit the quarterly FAA reports.

DBE Reporting. The Engineer shall prepare a Disadvantaged Business Enterprise (DBE) annual reporting forms as applicable to the project.

Prepare SDDOT Audit Review Information. The Engineer's accounting staff shall prepare and coordinate the necessary invoice documentation for submittal to the South Dakota Department of Transportation Division of Management and Finance.

CONSTRUCTION ADMINISTRATION

Quality Acceptance Construction Materials Testing. The Engineer shall sub-consult with a material testing firm to provide the required quality acceptance testing. The Engineer shall coordinate the development of a contract between the Engineer and the materials testing firm.

Prepare Construction Management Plan (if paving costs exceed \$500,000 in overall cost). The Engineer shall prepare a Construction Management Plan per the requirements of the FAA which identifies the responsibility and frequencies of the testing requirements for the project.

~~**Prepare and Conduct Project Kickoff Meeting.**~~ Not included in the Detailed Scope of Services.

Prepare and Conduct Pre-Construction Conference. Conduct a pre-construction meeting at the Airport. The Engineer shall prepare the pre-construction agenda, conduct the pre-construction conference and site visit at the Airport. The detailed discussion of the project to include:

- Roles and responsibilities
- Contractor's representatives
- Schedules
- Safety
- Security
- Testing requirements
- Resident Engineer's role
- Labor requirements
- DBE and Civil Rights
- Environmental and materials storage
- Plans and Specifications
- Materials certification requirements
- Shop drawing requirements

It is anticipated that the following engineering staff members shall attend the pre-construction conference:

- Project Manager (Engineer)
- Resident Engineer (Engineer-In-Training I)

~~**Prepare and Conduct Pre-Phase Meetings.**~~ Not included in the Detailed Scope of Services.

Shop Drawing/Certification Review. Review Contractor shop drawings and certifications for compliance with the project plans and specifications for up to one (1) contract. Issue the appropriate response to the Contractor.

- Estimate based on up to 2 reviews of 4 shop drawings (average of 1 hour each for review, response, and filing in project records) total for the project
- Estimate based on up to 2 reviews of 10 material submittals (average of 0.5 hour each for review, response, and filing in project records) total for the project

Review Contractor Requests for Information (RFI) and Responses. Review Contractor requests for information up to one (1) contract. Coordinate with Owner staff as applicable and issue the written response to the Contractor.

- Estimate based on responses to up to 3 RFIs (average of 2 hours each for review, response, and filing in project records) total for the project

Prepare Change Orders. The Engineer shall prepare change orders for modifications to the Contractors work, payment or schedule as the issue arise during the construction phase for up to one (1) contract.

- Estimate based on up to 3 change orders total for the project (average of 8 hours each for FAA coordination, Owner coordination and preparation of change order documents)

Prepare Periodical Estimates. The Engineer shall prepare periodical pay estimates based on the Contractor's completed and accepted work on the project at a frequency agreed upon by the Owner and the Contractor for one (1) contract.

- Estimate based on up to 4 pay estimates total for the project (average of 4 hours each for preparation of documents)

Project Records and Payrolls. Maintain a record of all the project documents and correspondence. Conduct a review of the Contractor and subcontractor payrolls for conformance with the project wage rates and regulations for one (1) contract.

- Estimate based on 2 months of payroll records (average of 4 hours per month)

Weekly Construction Progress Meetings. The Engineer shall coordinate progress meetings on a schedule agreed upon by the Owner and the Contractor. The Engineer shall prepare the progress meeting agendas, conduct the meetings and issue meeting minutes to the appropriate parties. The Engineer shall coordinate with the Owner on user attendees at the meeting based on the progress of the work. Also, the Engineer shall submit weekly FAA construction status reports to the Owner and Contractor.

- Estimate based on 9 weekly meetings

Conduct Substantial / Punchlist Inspection of Project. The Engineer shall coordinate with the Owner and the Contractor to conduct a pre-final inspection with the parties and prepare the final inspection punchlist for one (1) contract. It is assumed that two (2) engineering staff members shall attend the pre-final inspection. The Engineer shall verify that punchlist items have been completed and recommend to the Owner acceptance of the work. Review O&M Manuals and any required training materials for completeness.

Conduct Final Inspection of Project. The Engineer shall coordinate with the Owner and the Contractor to conduct a final inspection meeting at the Airport for one (1) contract. It is assumed that three (3) engineering staff members shall attend the final inspection. The Engineer shall follow-up on any new deficiencies that are identified or punchlist items that have not been satisfactorily corrected.

Subconsultant Coordination. The Engineer shall coordinate the applicable subconsultant tasks to support the agreed Detailed Scope of Services and the Engineer's Agreement with the Owner.

Analyzing Grades per FAA Requirement. The Engineer shall analyze the applicable grade requirements as required based on FAA criteria. The Engineer shall obtain the data noted as being the Owner's responsibility. Acceptance shall be based on the data obtained by the Engineer and as provided by the Contractor.

SP-320 QA Analysis Forms. The Engineer shall complete the required material acceptance forms are required by the SDDOT specifications for the project.

~~**Tribal Monitoring Coordination.**~~ A Tribal Monitor is not required on this project. As a result, additional time for this task has not been included in the Detailed Scope of Services.

~~**FAA Grant Reimbursement Processing.**~~ The Owner shall prepare and coordinate the appropriate documentation required for the Owner to receive reimbursement for project eligible costs through the Owner's FAA grant for one (1) contract.

~~**Periodic Owner Meetings.**~~ Not included in the Detailed Scope of Services.

~~**Periodic Agency Meetings.**~~ Not included in the Detailed Scope of Services.

~~**FAA Flight Check Coordination.**~~ An FAA Flight Check is not required on this project. As a result, additional time for this task has not been included in the Detailed Scope of Services.

CONSTRUCTION OBSERVATION

Construction Surveying - Establish Project Control. The Engineer shall provide control points and alignment data as required by the project specifications. It is estimated that one (1) round trip at 8 hours shall be required by the survey crew.

Contractor Staking QA / QC - Top of Subgrade Elevations. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at 8 hours per trip shall be required by the survey crew.

Contractor Staking QA / QC - Top of Subbase Course. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at 8 hours per trip shall be required by the survey crew.

Contractor Staking QA / QC - Top of Aggregate Base Course. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at 8 hours per trip shall be required by the survey crew.

Contractor Staking QA / QC - Top of Hot Mix Asphalt Pavement. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that one (1) round trip at 8 hours shall be required by the survey crew.

Contractor Staking QA / QC - Other. The Engineer shall provide verification survey activities as required by the project specifications. It is estimated that two (2) round trips at 6 hours per trip shall be required by the survey crew.

Observation - Full Time and Periodic. The Engineer shall provide full time construction observation for this project. It is estimated at this time that 60 calendar days be allowed for the project of which it is estimated at this time that 43 of these calendar days will be working days. If the actual construction time exceeds that estimate, additional construction observation time shall be required, and the Engineer's fee shall be equitably adjusted.

- Construction time to complete the earthwork, aggregate base, and associated items is estimated at 53 calendar days. During grading operations, the Engineer estimates that the Resident Engineer / Observer shall be on-site for an estimated 39 working days at 10 hours per day. Travel time was estimated at 10 round trips at 2 hours per trip for the Resident Engineer / Observer.
- Construction time to complete the paving and associated items is estimated at six (6) calendar days. During paving operations, the Engineer estimates that the Resident Engineer and Resident Observer shall be on-site for four (4) working days at 12 hours per day. Travel time was estimated at one (1) round trip at 2 hours per trip for the Resident Engineer. Travel time was estimated at (1) round trip at 2 hours per trip for the Resident Observer.
- It is anticipated that the Project Manager shall make six (6) site visits to the project during construction operations to visit with the Owner and conduct a review of the construction progress. Travel time was estimated at six (6) round trips at 6 hours per trip for the Project Manager.

~~Archaeological Observation - Periodic.~~ Not included in the Detailed Scope of Services.

Although the Engineer shall perform construction administration and observation on this project, the Contractor is responsible for the means and methods of construction. The Engineer has no control over the Contractor's work product.

~~AERONAUTICAL SURVEY SERVICES~~

It is anticipated that Aeronautical Survey Services for an as-built survey will not be required for this project. Therefore, no effort will be included in this agreement for Aeronautical Survey Services.

FAA PROJECT CLOSEOUT REPORT

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically, it is crucial to this project. The Engineer has Aaron Storm identified as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services, the project manager shall address them with the Owner.

Prepare Final Payment. Coordinate with SDDOT to prepare final outlay request for final grant payment and required acceptance forms.

Prepare DBE Summary Report. Prepare required FAA documentation regarding DBE participation on the project based on data obtained from the Contractor.

Prepare Executive Summary. The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.

Prepare Quantity Revision Summary. Perform three-way check of all project costs and explanations of cost variations from plan.

~~**Prepare ALP Update.**~~ It is anticipated that an ALP Update will not be required for this project. Therefore, no effort will be included in this agreement for an ALP Update.

~~**Exhibit A Update.**~~ It is anticipated that an Exhibit A Update will not be required for this project. Therefore, no effort will be included in this agreement for an Exhibit A Update.

Prepare Record Drawings.

- Prepare record drawings and provide one (1) bound hard copy set and one (1) electronic set (PDF format) to the Owner.
- Deliver one (1) set of Operation and Maintenance (O&M) Manuals as provided by the Contractor.

Prepare Closeout Report Document.

- Prepare summaries of all test results on materials installed as required and final testing report.
- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy to the Owner.

OWNER'S RESPONSIBILITIES

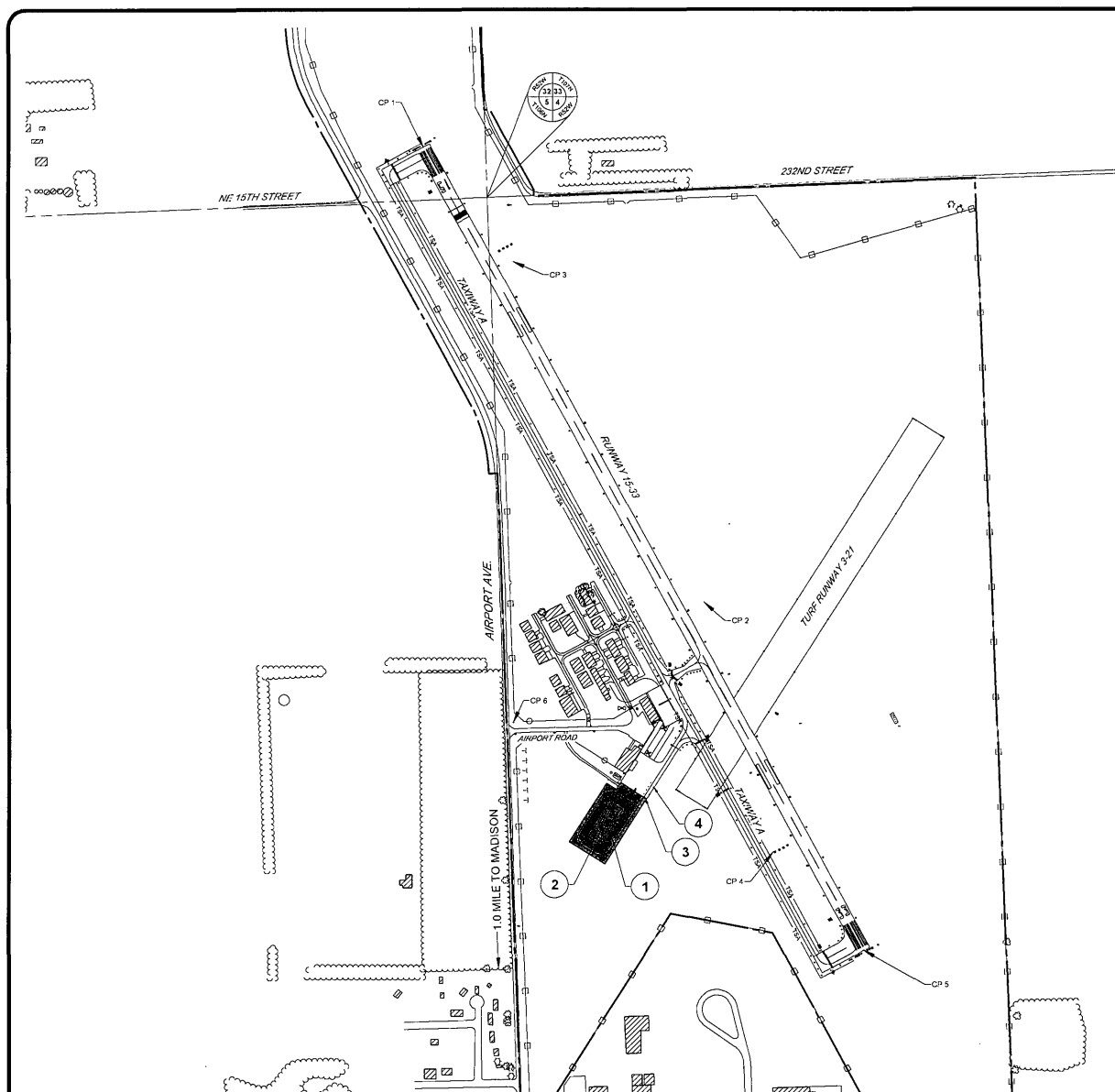
Project Representative. The Owner shall designate a Project Representative with authority to administer the Engineer's consultant contract. All requests for information or a decision by the Owner on any aspect of the work shall be directed to the Owner's Project Representative.

Submittal Reviews. The Owner shall review submittals by the Engineer and provide prompt decisions and responses to questions in order to minimize delay in the progress of the Engineer's work.

Outlay Reviews. The Owner shall review and approve outlays and other information submitted by the Engineer in a prompt manner.

Agreement Between Owner and Contractor. The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law.

Disadvantaged Business Enterprise (DBE) Plan. The Owner has an approved DBE Plan and shall make determinations on accomplishments and participation.



PROJECT WORK DESCRIPTION

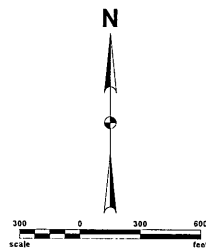
1. CONSTRUCT GENERAL AVIATION APRON EXPANSION (ASPHALT APPROX. 10,450 SY)
2. INSTALL AIRCRAFT TIEDOWNS AND MARKINGS
3. REMOVE EXISTING ASPHALT PAVEMENT (APPROX. 27 SY)
4. REMOVE & DISPOSE OF CONCRETE AIRCRAFT TIEDOWNS (6 EA)

BASIS OF ESTIMATE

REMOVE & DISPOSE OF ASPHALT PAVEMENT - FULL DEPTH (P-101) -	AVERAGE DEPTH ASPHALT PAVEMENT 14" APRON
TOPSOIL REMOVAL (P-152) -	STRIP 6" OVER ALL EXCAVATION OR EMBANKMENT AREAS (INCLUDED IN UNCLASSIFIED EXCAVATION QUANTITY FOR PAYMENT)
EMBANKMENT (P-152) -	15% ADDITIONAL VOLUME HAS BEEN ADDED FOR SHRINKAGE
SEPARATION GEOTEXTILE (P-154) -	ACTUAL S.Y., NO OVERLAP INCLUDED
SUBBASE MATERIAL (P-154) -	COMPACTED VOLUME IN PLACE
AGGREGATE BASE COURSE (DOT-260) -	COMPACTED VOLUME IN PLACE
HOT MIX ASPHALT (HMA) PAVEMENT (DOT-320) -	150 LBS/CY
EMULSIFIED ASPHALT TACK COAT (P-603) -	0.10 GAL/SY
TOPSOIL REPLACEMENT (T-805) -	MEASURED IN STOCKPILES BY AVERAGE END AREAS OR PRISMOIDAL METHOD (PAID FOR AS TOPSOILING)

CONTROL POINT LIST			
NO.	DESCRIPTION	LOCATION	ELEVATION
CP 1	CP	N632,459.82 E2,821,121.84	1,718.39'
CP 2	FAA MDS-A	N629,963.93 E2,822,843.94	1,709.88
CP 3	FAA MDS-B	N631,828.13 E2,821,610.41	1,708.89'
CP 4	FAA MDS-C	N628,502.62 E2,823,015.93	1,708.54'
CP 5	CP	N628,066.42 E2,823,507.17	1,709.40'
CP 6	FIRE HYDRANT	N629,309.89 E2,821,609.48	1,721.28'

NOTE: CONTRACTOR SHALL FIELD VERIFY ALL CONTROL POINTS PRIOR TO CONSTRUCTION.



This document was originally issued and sealed by Aaron Storm, PE SD-10979, on 03/18/2021 and the original documents are stored at KLJ Sioux Falls, SD. This media should not be considered a certified document.



MADISON MUNICIPAL AIRPORT
CITY OF MADISON (OWNER)
MADISON, SOUTH DAKOTA

**PROJECT WORK DESCRIPTION &
BASIS OF ESTIMATE**

DESIGNED BY
TJULIER
REVIEWED BY
ARS
PROJECT NUMBER
2005-00284
LAST REVISED DATE
3/12/2021

SHEET

5

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TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

General Provisions of Engineer-Architect Agreement

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and 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 TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files

will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to TKDA:

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for TKDA to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of Construction Contractor(s), subconsultants or TKDA.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos, petroleum and/or pollution in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including petroleum, smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous Materials means any substance, waste, pollutant or contaminant (including petroleum) now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed. CLIENT further agrees it

will, where appropriate, endeavor to identify, remove and/or encapsulate asbestos products, petroleum, pollutants or Hazardous Materials located in the project area prior to accomplishment by TKDA of any work on the project.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in the project, TKDA shall cease activity on the project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Engagement Letter, the services to be provided by TKDA do not include identification of asbestos or pollution, and TKDA has no duty to identify or attempt to identify the same within the area of the project.

With respect to the foregoing, CLIENT acknowledges and agrees that TKDA is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos, petroleum, Pollutant, or other Hazardous Materials which may be encountered by TKDA on the project. CLIENT agrees to hold harmless, indemnify and defend TKDA and TKDA's officers, subconsultant(s), subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos, petroleum or other Hazardous Materials or waste on the site. This indemnification is intended to apply only to existing conditions present at the site prior to TKDA's commencement of services, and does not apply to conditions that arise subsequent to TKDA's commencement of services that are caused or created by TKDA.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
11. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
12. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
13. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.

B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If TKDA finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of TKDA's experience and qualifications and represent TKDA's judgment as an experienced and qualified design professional. It is recognized that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT hereunder. TKDA assumes no responsibility for the accuracy of opinions of probable project costs or construction costs, and provides these estimates for the sole convenience of the CLIENT for the purposes of general project budgeting.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the Architect or Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute of or-equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the Construction Phases of the project, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims,

damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA has undertaken or assumed under this Agreement.

ARTICLE 11. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims against it for damages because of injury to or destruction of property.

Also, TKDA shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which TKDA is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 12. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and the CLIENT. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 14. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

ARTICLE 15. WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

ARTICLE 16. LIMITATION OF LIABILITY

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

ARTICLE 17. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 18. CONFIDENTIALITY

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 19. UNDERGROUND UTILITIES

If authorized in the Engagement Letter, TKDA and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by TKDA or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TKDA relies may contain errors or may not be complete.

The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against TKDA and anyone for whom TKDA may be legally liable, for claims by CLIENT or its contractors for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by TKDA.

AGREEMENT FOR CITY OF MADISON TO SELL WATER TO CLAY RWS

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between LEWIS AND CLARK RURAL WATER SYSTEM, INC. ("L&C"), and the CITY OF MADISON, SOUTH DAKOTA ("City").

WHEREAS, the purpose of this document is to memorialize the agreement between L&C and the City regarding the City's request to meter a portion of its reserved capacity to the Clay Rural Water System (CRWS) at a meter building that will be along Greenfield Road north of L&C's water treatment plant and will be owned and operated by CRWS.

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the parties agree as follows:

1. CRWS Connection. L&C agrees to allow CRWS to tap into the main trunk line along Greenfield Road north of L&C's treatment plant. The City will ensure in its agreement with CRWS that CRWS will have no membership rights or claim on capacity, other than through the agreement it reaches with the City.
2. Term. The term of this Agreement shall commence on the date set forth above and extends for as long as the City agrees to sell water to CRWS; provided, however, the term of this Agreement shall end in the event City is in default of this Agreement, or any of the terms hereof, and does not cure such default within a sixty (60) day period of receiving written notice of default from L&C. Further, the term of this Agreement shall automatically terminate in the event City is no longer a member of L&C.
3. Design and Location of Meter Building. The City will enter into an agreement with CRWS ensuring that CRWS will, at its expense, design and construct a meter building whereby the City can meter water to CRWS that includes HVAC and is designed by a professional engineer. L&C will not obtain any regulatory and governmental permits and approvals required in connecting with construction the meter building. The exact location of the meter building is to be determined by CRWS, but it is understood it will be at the intersection of 304th Street and 467th Avenue, which is roughly 10 miles northeast of the plant, and will not be located within L&C's existing easement. The meter building and pipeline serving the meter building will be located solely upon real estate that is secured by CRWS, and the City in its agreement with CRWS will ensure CRWS secures all easements, title and related real estate interests required to locate the meter building and associated pipeline.

The City in its agreement with CRWS will ensure that CRWS designs and constructs the controls and piping, fittings, valves and appurtenances located inside the meter

building to L&C's standards. Everything else related to the meter building and pipeline will be built to specifications set by CRWS. Prior to construction of the meter building, the City shall ensure CRWS submits all design plans for review by L&C staff and Banner Associates, Inc. ("Banner") so recommendations can be made by L&C and Banner, but other than the controls and piping, fittings and valves outlined above the final decisions are at the sole discretion of CRWS.

4. Controls. Controls are defined as including, but not limited to, the following: SCADA control panel, control valve, pressure transmitters, flow meter, radio telemetry equipment, and such other controls as are, in the future, incorporated or otherwise required by L&C, it being understood that the City will ensure CRWS's meter building will, at all times, incorporate such controls as are deemed necessary by L&C for overall operation of its water system and each of the connection points.
5. Ownership. L&C understands CRWS will own everything associated with this connection, including the pipeline leading to L&C's main trunk line. L&C will not own anything it does not presently own.
6. Access. The City will ensure in its agreement with CRWS that L&C will have unlimited and unfettered access to the meter building for purposes of operating and maintaining the controls.
7. Labor. L&C will provide the labor necessary to maintain, operate, repair and replace the controls and pipeline. L&C will not charge labor this work. In the event any repair or replacement of controls or pipeline requires any service, labor, or expertise that is outside the normal scope of L&C staff capacity, the City will ensure in its agreement that CRWS reimburses L&C for such outside labor, services, or expertise. Should any dispute arise with CRWS, the City will reimburse L&C for these expenses and then work to settle the disagreement with CRWS.
8. Materials. The City will ensure in its agreement with CRWS that CRWS will reimburse L&C for all parts and material costs related to all repairs and replacements of the pipeline and controls, including any upgrades or improvements to the controls and pipeline deemed necessary by L&C, in the future. Prior to the work being done, L&C will provide CRWS and City officials with advance notification and an estimate of expenses if they are anticipated to exceed \$1,000, unless L&C believes an urgent situations exists that does not make providing notification and/or estimate feasible. Should any dispute arise with CRWS, the City will reimburse L&C for these expenses and then work to settle the disagreement with CRWS.
9. Costs Paid by CRWS. L&C understands CRWS will operate, maintain, repair and replace everything else with regard to the meter building that is not related to the controls and pipeline.

It is not expected that CRWS will need any assistance from L&C with regard to operating, maintaining, repairing or replacing anything that is not related to the controls or pipeline. However, if that were to ever occur then the City in its agreement with CRWS will ensure CRWS reimburses L&C for all labor costs based on the wages of the L&C employees involved, and, further, will reimburse L&C for all outside labor, service, or expertise required, if any. Should any dispute arise with CRWS, the City will reimburse L&C for these expenses and then work to settle the disagreement with CRWS.

10. Indemnification. In the City's agreement with CRWS, it will ensure CRWS is responsible for any and all liability associated with the meter building, including claims resulting from not having a chemical feed system or elevated storage at this connection. This includes, but is not limited to, fire protection.

In consideration of L&C granting CRWS permission to tap into its main trunk line so the City can meter water to CRWS, should any dispute arise with CRWS the City hereby agrees to indemnify, protect, defend, and hold harmless L&C, together with its directors, officers, employees, and members, from and against any and all claims, liabilities, expenses, demands, losses, injuries, damages, actions, proceedings, or other costs (including reasonable attorney's fees) that directly or indirectly arise out of the use, by CRWS, of the meter building, pipeline, controls, or any other facilities associated with meter building. This indemnification shall include, without limitation, any claims resulting from not having a chemical feed system or claims resulting from not having elevated storage. Notwithstanding the foregoing, the provisions of this session shall not apply to the extent any damages or injuries are caused by the gross negligence of L&C or breach of L&C's obligations under this Agreement.

11. Connection Delivery Volume. The City in its agreement with CRWS will ensure the meter building will be designed to deliver up to 1,000,000 gallons per day over a 24 hour period. This connection does not guarantee any additional water to the City, nor any water to CRWS beyond its agreement with the City. The City's reserved capacity will remain at 1 million gallons per day.
12. Reimbursement of Costs. The City in its agreement with CRWS will ensure L&C is reimbursed for all engineering and legal fees resulting from the meter building or otherwise arising out of this Agreement. Unless otherwise specifically agreed to herein as being an expense of L&C, the City shall ensure CRWS shall pay all costs, expenses, and obligations of every kind or nature relating to the meter building or related facilities and equipment, which may arise or become due during the terms of this Agreement. Should any dispute arise with CRWS, the City will reimburse L&C for these expenses and then work to settle the disagreement with CRWS.

13. Representations of L&C and City. L&C represents that it is a corporation, duly organized and existing under the laws of South Dakota and that L&C has taken proper action, including adoption of all required director resolutions, to authorize the execution, delivery, and performance of its obligations under this Agreement. City represents that it is a municipality chartered under the Constitution of the State of South Dakota and that it has taken all proper action, including adoption of all required resolutions and ordinances, to authorize the execution, delivery, and performance of its obligations under this Agreement, including, without limitation, the obligation of the City to indemnify L&C pursuant to Section 10 hereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in a manner appropriate to each, to be effective as of the date first above written.

LEWIS AND CLARK RURAL WATER SYSTEM,
INC.

By _____
Murray Hulstein
Its Vice-Chairman

CITY OF MADISON

By _____
Marshall Dennert
Its Mayor

WATER SUPPLY AGREEMENT

This WATER SUPPLY AGREEMENT (this “Agreement”) is made effective this _____ day of _____, 2021, between the City of Madison, a South Dakota municipal corporation with an address of 116 West Center, Madison, South Dakota 57042 (the “City”), and Clay Rural Water System, Incorporated, a South Dakota nonprofit corporation with an address of 30376 SD Highway 19, Wakonda, South Dakota 57073 (“Buyer”).

RECITALS

A. The City is a member of Lewis and Clark Rural Water System, Inc., a South Dakota nonprofit corporation with an address of 46986 Monty Street, Tea, South Dakota 57064 (“Lewis & Clark”);

B. Lewis & Clark provides water to a variety of communities throughout southeastern South Dakota, northwestern Iowa, and southwestern Minnesota (each, including the City, a “Member”);

C. Lewis & Clark delivers water to Members using a system of water pipelines (collectively, the “Pipeline System”);

D. The Pipeline System is not yet complete, with several Members awaiting connection, including the City;

E. Lewis & Clark estimates that the Pipeline System will be sufficiently completed to allow service to the City beginning sometime in 2025 (the “Connection Date”);

F. As a Member, the City is a party to the Amended and Restated Commitment Agreement (“ARCA”), under which the City is entitled to 1,000,000 gallons of water per Day, as defined below, once its connection to the Pipeline System is established;

G. Under Section 2.2.3 of the ARCA, the City is permitted to sell some or all of its water to other Members and to non-members;

H. Buyer is a nonprofit water system that provides water service to its members in southeastern South Dakota;

I. Buyer needs additional water in order to meet the needs of its members;

J. Buyer will establish a pipeline connection (the “Greenfield Connection”) to Lewis & Clark at the intersection of 304th Street and 467th Avenue.

K. The City desires to sell, and Buyer desires to buy, water sourced from Lewis & Clark.

NOW, THEREFORE, the City and Buyer hereby enter into the following:

AGREEMENT

1. Purchase. Except as provided in Section 7 of this Agreement, the City agrees to sell to Buyer, and Buyer agrees to purchase from the City, water supplied by Lewis & Clark in an amount equal to at least 200,000 gallons per Day (the “Minimum Requirement”). Buyer will be obligated to pay for the Minimum Requirement, even if it elects to obtain less than 200,000 gallons of water per Day via the Greenfield Connection. In no event will the City be required to sell an amount of water exceeding 400,000 gallons per Day, but the City may sell an amount of water exceeding 400,000 gallons per Day, subject to the terms of this Agreement and the City’s discretion. Gallons per Day will be tracked on a monthly basis. The number of gallons purchased per Day, for the purposes of this Section 1, will be determined by dividing (i) the number of gallons used in a month, as determined by the Monthly Readings, as defined in Section 4, by (ii) the number of days in the month. All water sold pursuant to this Agreement will be potable and equivalent in quality to water delivered to the other Members. A “Day,” with respect to water deliveries and allocations under this Agreement, means the full 24-hour period beginning immediately after midnight and continuing until the subsequent midnight.

2. Term. Unless sooner terminated as provided in this Agreement, the term of this Agreement will commence on or before October 1, 2021 (the “Commencement Date”), and will continue thereafter until October 1, 2031 (the “Initial Term”). Following the Initial Term, the parties may agree to renew this Agreement for one or more successive ten-year periods (each an “Extension Term”) in a writing mutually executed by the parties.

3. Price; Payment.

a. Base Purchase Price. During the Term of this Agreement, Buyer agrees to pay to the City each month an amount equal to the number of gallons used in the preceding month, divided by one thousand (1,000), and multiplied by the City Rate, as defined below (the “Monthly Charge”).

b. City Rate. The “City Rate” will be re-calculated on a monthly basis, and is equal to an amount twenty-five cents (\$0.25) greater than the “Effective Rate” reflected on the corresponding monthly invoice provided to the City by Lewis & Clark. The twenty-five cent (\$0.25) increase over the Effective Rate is the “City Surcharge.” An example Lewis & Clark invoice, highlighting the Effective Rate, is attached as EXHIBIT A.

c. Invoicing. Each month, the City will provide to Buyer, within ten (10) days after it receives its monthly invoice from Lewis & Clark, an invoice outlining, at a minimum, the: (i) number of gallons supplied to Buyer; (ii) Effective Rate, City Rate, and City Surcharge; (iii) the Monthly Charge; and (iv) any sales tax, excise tax, or similar tax, if any, that the City may be required to impose on the Monthly Charge. Payment is due on each such invoice within thirty (30) days of receipt.

d. Annual Escalator. Beginning on the first anniversary of the Commencement Date, and on every anniversary thereafter, the City Surcharge will be increased by one cent (\$0.01) over the City Surcharge paid in the prior year.

e. Late Payment Charges. For any and all Monthly Charges not paid within ten (10) days from the date of the City's invoice, such Monthly Charge(s) will accrue interest at a rate of twelve percent (12%) per annum until paid by Buyer along with all accrued interest. Buyer will also be liable for any collection costs associated with such late payments, including court costs and reasonable attorneys' fees.

f. Termination for Failure to Pay. City may, whenever any amount due remains unpaid for 120 or more days after the due date and after giving ten (10) days' advance notice in writing of its intention to do so, terminate this Agreement. No such discontinuance or termination will relieve Buyer from liability for payment.

4. Water Metering. The water purchased under this Agreement will be metered as follows:

a. Metering by City/Lewis & Clark. Water provided through the Pipeline System to Buyer is read monthly by Lewis & Clark (a "Monthly Reading"). The Monthly Reading, in conjunction with the Lewis & Clark invoice, will be used to determine the Monthly Charge, as provided above.

b. Discrepancies. City may contest any Monthly Reading by providing written notice to Buyer (a "Discrepancy Notice"). Upon receipt of such notice, Buyer must provide meter diagnostics and updated meter readings to City and Lewis & Clark and such other information as those parties may reasonably request. City may, at its own discretion and expense, except as provided below, hire a third-party technician or other expert, including one employed by Lewis & Clark, to review Buyer's Monthly Readings and other meter readings, Buyer's meter, and any associated equipment, technology, or procedures.

Any error or discrepancy detected representing less than two percent (2%) of the total gallons used in a given month will not result in a corrected invoice. For any error or discrepancy detected representing more than two percent (2%) of the total gallons used in a given month, City will issue an updated invoice, reflecting an updated Monthly Charge based on the results of the review. Buyer will pay such invoice consistent with Section 3 of this Agreement.

If an error or discrepancy detected represents more than five percent (5%) of the total gallons used in a given month, Buyer will be responsible for any costs incurred by the City in conjunction with the hiring of a third-party technician or other expert. Such costs, after they have been billed to the City, will be included on the next monthly invoice provided to Buyer by City.

5. Design and Location of Meter Building. The Buyer will, at its expense, design and construct a meter building to serve as a connection to Lewis & Clark that includes HVAC and is designed by a professional engineer. The Buyer will, at its expense, obtain all necessary regulatory and governmental permits and approvals required in connection with constructing the meter building and the second connection. The exact location of the meter building is to be determined by the Buyer, but it is understood it will be near a Lewis & Clark vault along Greenfield Road, north of the treatment plant. The Buyer will otherwise acquire, at its expense, all easements, title, and related real estate interests required to locate the connection, meter building, and associated pipeline.

Design and construction of the controls and Buyer's piping, fittings, valves and appurtenances located within any existing Lewis & Clark structure or connected to any Lewis & Clark pipeline or any other piping assembly shall be in accordance with Lewis & Clark's standards. Everything else related to meter building and pipeline will be built to specifications set by the Buyer. Prior to construction of the meter building, the Buyer will submit all design plans for review by Lewis & Clark staff and Banner Associates, Inc. ("Banner") so recommendations can be made by Lewis & Clark and Banner, but other than the controls and piping, fitting and valves outlined above the final decisions are at the sole discretion of the Buyer.

a. Controls. Controls are defined as including, but not limited to, the following: SCADA control panel, control valve, pressure transmitters, flow meter, radio telemetry equipment, and such other controls as are, in the future, incorporated or otherwise required by Lewis & Clark, it being understood that the Buyer's meter building will, at all times, incorporate such controls as are deemed necessary by Lewis & Clark for overall operation of its water system and each of the connection points.

6. Covenants, Representations, and Warranties. The parties make the following covenants, representations, and warranties:

a. City. The City makes the following representations and warranties:

i. Authority. The City has the requisite power and authority to enter into and perform this Agreement, and such Agreement will be a valid and binding obligation upon City, enforceable in accordance with its terms, subject to the limitations laid out in this Agreement.

ii. Title. The City will, at all relevant times, have a saleable interest in the water being sold under this Agreement, subject to the limitations laid out in this Agreement.

iii. Lewis & Clark. Lewis & Clark has authorized the transaction contemplated by this Agreement, as reflected in the minutes of the Board of Directors of Lewis & Clark and as reflected in the Agreement For City of Madison to Sell Water To Clay RWS, both documents attached hereto as EXHIBIT B.

b. Buyer. The Buyer makes the following covenants, representations, and warranties:

i. Authority. The Buyer has the requisite power and authority to enter into and perform this Agreement, and such Agreement will be a valid and binding obligation upon Buyer, enforceable in accordance with its terms.

ii. Buyer Infrastructure. Buyer will maintain its existing infrastructure in accordance with industry best practices. This duty includes, but is not limited to, the maintenance of backflow prevention equipment mutually agreeable to the parties and compliant with all applicable regulations.

iii. Non-Resale. Buyer will not sell, exchange, or otherwise transfer the water purchased under this Agreement except to (i) its current members, (ii) existing end users, or (iii) those added in the ordinary course of Buyer's business.

7. Ownership. The Buyer will own everything associated with the connection, including the pipeline. Lewis & Clark will not own anything it does not presently own.

8. Access. Lewis & Clark will have unlimited and unfettered access to the meter building for purposes of operating and maintaining the controls.

9. Labor. Lewis & Clark will provide the labor necessary to maintain, operate, repair and replace the controls and pipeline. Lewis & Clark will not charge labor for this work. In the event any repair or replacement of controls or pipeline requires any services, labor, or expertise that is outside the normal scope of Lewis & Clark staff capabilities, Buyer will reimburse Lewis & Clark for such outside labor, services, or expertise. It is hereby granted to the City to have sole authority to make final determination should there be dispute about expenses between Buyer and Lewis & Clark.

10. Materials. The Buyer will reimburse Lewis & Clark for all parts and material costs related to all repairs and replacements of the pipeline and controls, including any upgrades or improvements to the controls and pipeline deemed necessary by Lewis & Clark, in the future. Prior to the work being done, Lewis & Clark will provide Buyer's officials with advance notification and an estimate of expenses if they are anticipated to exceed \$1,000, unless Lewis & Clark believes an urgent situation exists that does not make providing the notification and/or estimate feasible. It is hereby granted to the City to have sole authority to make final determination should there be dispute about expenses between Buyer and Lewis & Clark.

11. Costs Paid by Buyer. The Buyer will operate, maintain, repair and replace everything else with regard to the connection that is not related to the controls and pipeline.

It is not expected that the Buyer will need any assistance from Lewis & Clark with regard to operating, maintaining, repairing or replacement anything that is not related to the controls or pipeline. However, if that were to ever occur then the City will reimburse Lewis & Clark for all labor costs based on the wages of the Lewis & Clark employees involved and, further, will reimburse Lewis & Clark for all outside labor, services, or expertise required, if any. It is hereby granted to the City to have sole authority to make final determination should there be dispute about expenses between Buyer and Lewis & Clark.

12. Indemnification. The Buyer will be responsible for any and all liability associated with the connection, including claims resulting from not having a chemical feed system or elevated storage at the second connection. This includes, but is not limited to, fire protection.

In consideration of Lewis & Clark granting the connection to the Buyer, the Buyer hereby agrees to indemnify, protect, defend, and hold harmless Lewis & Clark, together with its directors, officers, employees, and members, from and against any and all claims, liabilities, expenses, demands, losses, injuries, damages, actions, proceedings, or other costs (including reasonable attorneys' fees) that directly or indirectly arise out of the use, by the Buyer, of the meter building, pipeline, controls, or any other facilities associated with the connection. This indemnification shall include, without limitation, any claims resulting from not having a chemical feed system.

Buyer will indemnify, defend, and hold harmless City, City's elected officials, employees, agents, and contractors (each an "Indemnified Party") from and against all actions, claims, demands, costs, damages, or expenses of any kind, including reasonable attorneys' fees, which may be brought or made against any Indemnified Party, or which any Indemnified Party may pay or incur, by reason of or related to: (i) Buyer's purchase and use of the water; (ii) Buyer's existing infrastructure, including, without limitation, Buyer's meter, pipeline system, and backflow prevention equipment; (iii) any infrastructure, quality control, quantity limitations, or other matters solely or primarily in the control of a third party, including, without limitation, Lewis & Clark and City; (iv) Buyer's failure to perform under or breach of this Agreement; and (v) Buyer's negligence or intentional misconduct. This indemnity obligation will survive the termination of this Agreement.

13. Connection Delivery Volume. The connection will be designed to deliver up to 1.0 MGD over a 24 hour period. The connection does not guarantee any additional water to the City. The City's reserved capacity will remain at 1.000 MGD.

14. Reimbursement of Costs. The Buyer will reimburse Lewis & Clark for all engineering and legal fees resulting from the connection or otherwise arising out of this Agreement. Unless otherwise specifically agreed to herein as being an expense of Lewis & Clark, the Buyer shall pay all costs, expenses, and obligations of every kind or nature relating to the connection, meter building, or related facilities and equipment, which may arise or become

due during the term of this Agreement. It is hereby granted to the City to have sole authority to make final determination should there be dispute about expenses between Buyer and Lewis & Clark.

15. Representations of Buyer. Buyer represents that it is a nonprofit cooperation of the State of South Dakota and that it has taken all proper action, including adoption of all required resolutions and ordinances, to authorize the execution, delivery, and performance of its obligations under this Agreement, including, without limitation, the obligation of the Buyer to indemnify City pursuant to Section 12 hereof.

16. Conditions Precedent, Supply Contingencies

a. Lewis & Clark Shortfall. In the event Lewis & Clark experiences system-wide demand exceeding its system-wide supply (a "Lewis & Clark Shortfall"), Lewis & Clark may take action to enable deliveries to continue to each Member. In order to do so, the ARCA provides that Lewis & Clark may reduce the amount of water being used by each Member by implementing a proportionate allocation reduction across all Members (a "Reduction in Service"). For purposes of this Agreement, Buyer's total Lewis & Clark allocation will be deemed to be 400,000 gallons of water per Day. Any Reduction in Service will be implemented in equal proportion against (i) the 1,000,000 gallon per Day allocation to the Seller, (ii) the 400,000 gallon per Day allocation to Buyer, and (iii) the Minimum Requirement. For clarity and by way of example, this means a ten percent (10%) Reduction in Service would reduce the City's allocation to 900,000 gallons per Day, Buyer's allocation to 360,000 gallons per Day, and the Minimum Requirement to 180,000 gallons per Day. Buyer agrees to take any and all actions required to implement a Reduction in Service including, without limitation, restricting the flow of water through the Greenfield Connection. No liability, either on the part of the City or Lewis & Clark, may arise out of a Reduction in Service.

b. Connection Date; City Shortfall. Beginning on the Connection Date, the City will begin using water supplied by Lewis & Clark. If at any time thereafter, the City experiences water shortages or anticipates consumer demand will exceed the City's then-available water supply within the next twenty four (24) calendar months, the City may terminate this Agreement via twenty four (24) months' written notice.

17. Information; Records. The parties will keep accurate records and accounts of their operations conducted under or related to this Agreement. The parties will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Agreement, or as may be reasonably necessary and convenient in the conduct of the operations of the party requesting such information, or as may be requested by City in conjunction with a Discrepancy Notice pursuant to Section 4(b) of this Agreement.

18. Force Majeure. Neither party will be considered to be in default with respect to any delay or failure to carry out any obligation under this Agreement (other than the obligation of Buyer to pay for water delivered to the Greenfield Connection) if prevented from fulfilling such

obligations by reason of uncontrollable forces, the term uncontrollable forces being deemed for the purposes of this Agreement to mean any forces caused by or resulting from acts or events beyond the control of the party affected, including but not limited to, acts of God; flood, earthquake, explosion, storm, lightning, fire; epidemic, pestilence; war, hostilities (whether war is declared or not), invasion, riot, civil disturbance, labor disturbance, sabotage, terrorist threats or acts whether foreign or domestic, cyberattack; national or regional emergency; extraordinary actions, restraint, orders, or regulations by government, court, or public authority, the terms of which cannot be reasonably anticipated in advance with adequate notice to make arrangements to avoid the effect of such actions, restraint, orders, or regulations; or any other events, whether similar or dissimilar, beyond the control of the affected party, any one or all of which by due diligence and foresight such party could not reasonably have been expected to avoid. The party affected shall, if practicable under the circumstances, give notice of the uncontrollable forces to the other party within a reasonable time, stating the period of time the occurrence is expected to continue, if known. The party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability and to minimize the effects of such uncontrollable forces, to the extent within its control.

19. General.

a. Binding Effect; Assignment. All of the terms, covenants and conditions of this Agreement will be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective successors, heirs, executors and permitted assigns. Neither party may assign this Agreement without the written consent of the other party.

b. Severability. If any provision of this Agreement is determined to any extent to be invalid, the remainder of this Agreement, except as to the provision held invalid, will not be affected and every other provision of this Agreement will be valid and in force to the fullest extent allowed by law.

c. Waiver. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

d. Governing Law; Venue. This Agreement will be governed by the laws of the State of South Dakota. Any dispute between the parties will be venued in the South Dakota District Court sitting in Lake County, South Dakota, and the parties hereby waive any defenses of lack of personal jurisdiction or inconvenient forum.

d. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and any agreement made hereafter will be ineffective to change, modify or discharge the terms of this Agreement, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

e. Counterparts; Execution. This Agreement may be executed in one or more counterparts, each of which will be considered an original document, but all of which will

be considered one and the same agreement and will become binding when one or more counterparts have been signed by each of the parties. This Agreement may be executed by .pdf, email scan, facsimile, or similar means and all such signatures are deemed original signature for all purposes.

[Signature Page Follows]

The parties execute, enter into and deliver this Agreement as of the date first written above and for the purposes set forth herein.

CITY:
CITY OF MADISON

a South Dakota municipal corporation

BUYER:
CLAY RURAL WATER SYSTEM,
INCORPORATED
a South Dakota nonprofit corporation

_____, its _____

_____, its _____

EXHIBIT A
Lewis & Clark Example Invoice

EXHIBIT B
Lewis & Clark Board of Directors
Authorizing Minutes
and
Agreement For City of Madison to Sell Water To Clay RWS

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Tax Year Payable 2020

Board of County Commissioners of Lake County, South Dakota

NAME Janet Walker

MAILING ADDRESS 1900 Stoney Point Rd

CITY Madison State SD Zip Code 57042

Legal Description of Property Lot 7 @ West Half (W 1/2) Lot 8 in Block 16 of Clark & McKinnon's Addition

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

- ☐ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;
- ☐ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;
- ☐ The property is exempt from the tax;
- ☐ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;
- ☐ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;
- ☐ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.
- ☐ A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss _____
- ☐ Structures have been removed after the assessment date (upon verification by the director of equalization)
Date structures removed _____
- ☐ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4
- ☐ Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.
- ☒ Other / Comments Filed in error by City Finance Office - 2,048.93

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

Subscribed and sworn to, before me this _____ day of _____, _____

Applicant's Signature

Notary / Auditor / Deputy Auditor

DATE RECEIVED in the County Auditor's office _____		Received by _____	
Total Valuation _____	Total Taxes on Property _____		
Amount Abated _____	Amount Refunded _____		
Date Approved _____	Check Number _____		

CITY OF MADISON
SIDEWALK VARIANCE APPEAL

Date 4-8-2021

I (we), Kelli Brown of 521 N Antelope Ave
Name Mailing Address

respectfully request that a variance be granted to sidewalk standards as outlined in the City of Madison Resolution No. 2684, Article IV, Division I, Section 18.59 due to extraordinary hardship. 690-2598

822 NW 1st. Street

Property Address

Legal Description: Lot 7 & W 1/2 Lot 8 Block 8 Waddells Addition

Specific Variance Request: Applicant seeking to encroach into 5 foot back of curb area where sidewalk is prohibited. Encroachment is detailed on attached drawing.

APPLICANT SUBMITS THE FOLLOWING:

1) Letter of Explanation Attached: X Yes No

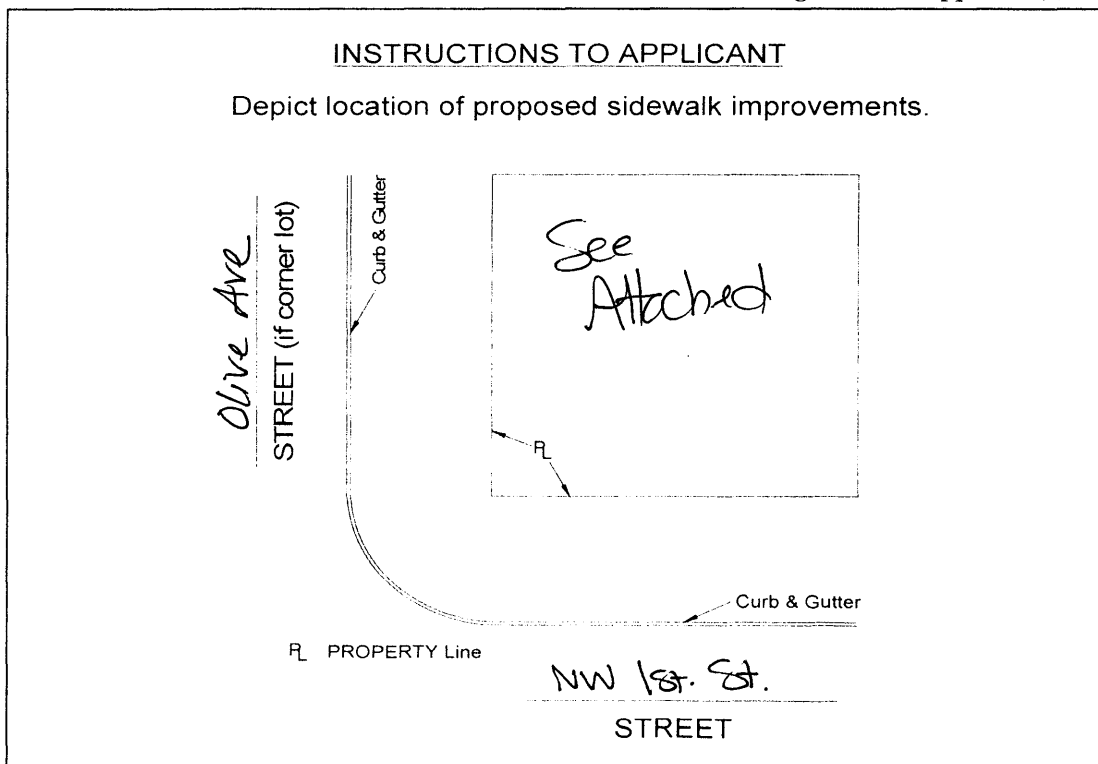
I (we) further state that if this request is granted, I (we) will proceed with the actual construction in accordance with the plans herewith submitted.

Date: 4-8, 2021

Kelli Brown
Signature of Applicant(s)

INSTRUCTIONS TO APPLICANT

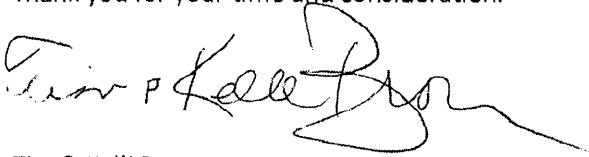
Depict location of proposed sidewalk improvements.



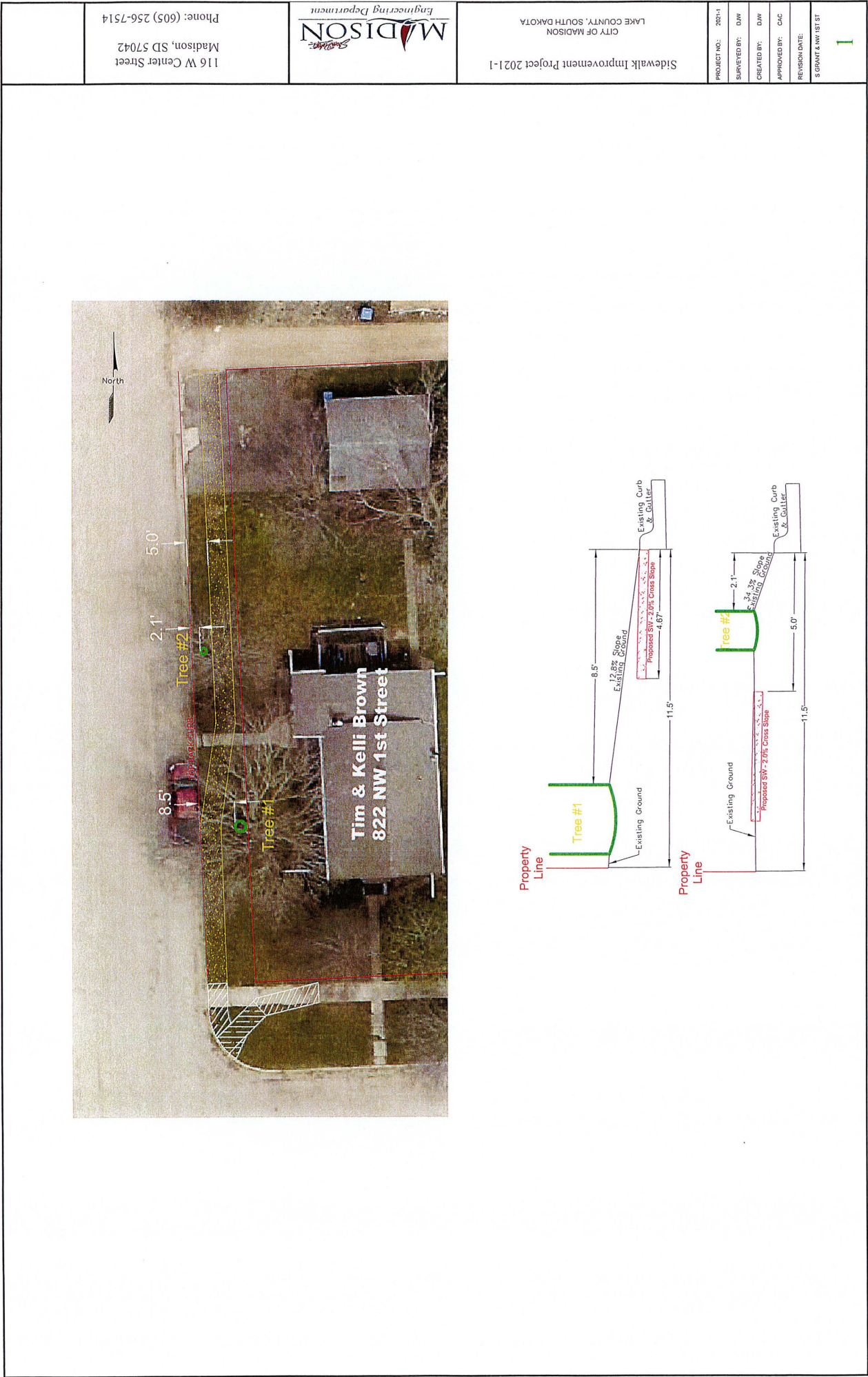
To whom it may concern:

We are asking for a variance on the placement of the sidewalk at our 822 NW 1st St. property. There is a large tree that provides significant shade to the home from the west sun, and we would like to save it from being removed. We worked with the engineering department to come up with a plan that works to save the tree. Please refer to the attached drawing.

Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read "Tim & Kelli Brown". The signature is stylized, with the first names being more prominent and the last name "Brown" written in a cursive script.

Tim & Kelli Brown



SIDEWALK COMMITTEE MEETING MINUTES
City Commission Room
Friday, April 16, 2021
Noon

Committee Members: Jeff Lechner, Scott Nold, Sharon Knapp, Joe Keffeler. Exoffico Members: City Commissioner Adam Shaw, City Engineer Chad Comes.

The following members were present at the meeting: Jeff Lechner, Joe Keffeler, Scott Nold, Adam Shaw and Chad Comes. Also present: Dan Whitlock, Ryan Hegg, and Marshall Dennert. Absent was Sharon Knapp

Motion by Mr. Keffeler, 2nd by Mr. Lechner to approve minutes of October 8, 2020. Motion carried unanimously.

Motion by Mr. Lechner, 2nd by Mr. Nold to approve agenda. Motion carried unanimously.

The committee discussed the variance appeal submitted by Tim and Kelly Brown of 822 Northwest 2nd Street seeking to install sidewalk curbside for approximately 36 feet along Olive Avenue NW. Comes reviewed the application; the variance process; and explained variance is to avoid cutting tree down along the narrower right of way (ROW) of 60 feet along Olive Avenue. In 60 foot wide ROW's there is typically a 11 wide "corridor" to install sidewalk and 5 feet of which is reserved for snow removal, etc. setback. Compliant 5 to 1 transitions will be provided at each end of 3 foot setback area. Mr. & Mrs. Brown desires not to remove these trees. City ordinance and resolution number 2684 establishes a 5 feet as a minimum unless the City Commission finds that an extraordinary hardship is created. In the event an extraordinary hardship is created the City Commission may waive any or all requirements so substantial justice may be done and the public interest protected. After discussion about minimizing tree removals, Mr. Keffeler made motion that the committee recommended to the City Commission that the above referenced variance be approved, seconded by Mr. Nold. Motion carried unanimously.

Motion to Adjourn by Mr. Lechner second by Mr. Nold

Adjourned at 12:33pm.