oration-Street & Utility Improvements-NW 9th St

Study & Preliminary Design

ound Concrete Slab Project 2020-3
ycling Center
r Court
Of-Way
ile Park

dit Report. A letter from the SD Department of Legislative
resented by Finance Officer Jennifer Kimers with audit
on seconded by Commissioner Thill. Upon roll call, motion

ddition, to approve the following items on the consent calendar
1, 2020. Claims for Ratification - September 30, 2020.
se of a tenure on which the fire department was questioned
nnert voting nay.

76,760.98; Allegiant Emergency Services Carbon Shield Hood
merican Red Cross Lifeguarding 38.00, Appeara Mat Rental
r & Taylor Books 130.91; Border States Electric Supply Patriot
Boyer Ford Trucks Inc Wiper Control #23 214.19; Buffalo
verhead Door Seal 64.30; Butler Machinery Co Generator
1.69; Christensen Distributing Brake Cleaner - Oil 20.42;
; City of Brookings Landfill Gate Fees 4,459.84; Classic
ment Agent Services 73,800.00, Concrete Materials Hot Mix
Ventures LLC Oct Website Support 360.50; Dakota State
Spectrum Software 1,605.13; Diamond Vogel Paint 77.25;
r Battery for Green Sub 109.03; F&M Coop Oil Co Fuel
5.00, Fastenal Co Gloves 324.04, Feld Fire Respirator
496.95; Gale Cengage Learning Book 30.39; Garys Bakery
ves Standard Payment Flanges 589.85; Greater Madison Area
; Hunter Publishing Inc September 14 Minutes 253.35; Ingram

t Funds. Upon roll call, motion carried unanimously.

N NO. 2020-29

OF CONTRACTUAL DOCUMENTS WITH THE CARES ACT FUNDS TO ADDRESS THE COVID-19

l, Relief, and Economic Security Act, Pub. L. No. 116-136,
e of South Dakota has received federal funds that may only be
ed due to the public health emergency with respect to the
ted for in the budget most recently approved as of March 27,
ring the period that begins on March 1, 2020, and ends on

e of South Dakota, in its sole discretion, may retain full use of
al

to provide financial assistance to counties and municipalities
ion, may allocate CARES Act funds on a statewide basis to
ed

eligible expenditures incurred due to the public health

ses, for reimbursement of expenditures will only be for
City of Madison most recently approved as of March 27.

sts must have been incurred between March 1, 2020 and
d by Commissioner Wire, to authorize the Mayor to sign said
Upon roll call, motion carried unanimously.

ent from Utilismart Corporation for Meter Data Management
online metering data system for a phase one cost of
otal service term of $333,580.00. Motion by Commissioner
r to sign the Services Agreement with Utilismart Corporation.

aw, to authorize the Mayor to electronically sign the
Work for Category B - Emergency Protective Measures -
- Project No 134719 with FEMA for the 2019 September
associated with emergency work, including overtime and
gency work. Upon roll call, motion carried unanimously.

aw, to approve updated Contact Information for FEMA
nd Chad Comes as secondary contacts. Upon roll call, motion

aw, to declare Aluminum/Copper Wire and Misc Pole
, Brad Lawrence and Tess Nelson as appraisers and set a bid
ll, motion carried unanimously.

ntacks by staff and community due to COVID-19 was again

going creek cleaning.

ral/engineering design services for the above referenced

.e construction bid documents (drawings and specifications)
elinity. I have attached a copy of your original email that
ruction documents will be complete to a level that allows for
etitive bidding and construction.

$14,000 plus hourly
$0.00 (Optional $7,700)
$3,000
$6,300
$23,300

design and construction documents will be

nal from Sayre Associates that this service can be provided for an

corner and somewhere back by wash bay. We may
ch could be on the north west part by the wash
c current MMU building. We will need to raise the
" to allow for adequate drainage.

oposal for topographic surveying and civil
Madison Water Department Shop. We
o consist of the following items:

oject area as indicated on the attached exhibit.
g ground elevations, utility locations as identified
hic features.

ing of the following:

ed ground elevations, curb & gutter elevations
sidewalk elevations.
er layout)
otice of Intent

bit

ercgroup.com]

m>

he west we recommend in the City.

OFFICE

.com>

disonsd.com

Initial Term	36 months after the Go Live Date

RES

ner's signature

owing charges for generating and sending and/or receiving

for each text message, Inmails/Push Notifications are free

owing monthly fees commencing on the Go Live Date and
50.20 per Participating Customer per day. (the "**Fees**).

e Date and continuing monthly thereafter during the Term.
ks of the Monthly Minimum and the Fees for that month:

ive Date:	Monthly Minimum (the "*Monthly Minimum Fees*")
	$2,000.00

are payable as provided in the attached Exhibit A

Software and System and all copies thereof.

2.4 Customer Data shall be and remain the property of Customer. Upon Customer's request, or upon the termination or expiration of this Agreement, such Customer Data shall be promptly returned to Customer by Excelerion in a form then maintained by Excelerion or, if Customer so elects, shall be destroyed.

3. Service Level and Support

3.1 Excelerion will use commercially reasonable efforts to make the System available for Customer's access between the hours of 8:00 a.m. and 2:00 a.m. Central Time, seven (7) days a week ("***Operating Hours***"). Except in the case of emergencies, Excelerion will provide Customer with at least twenty-four (24) hours prior notice of downtime required during Operating Hours and will use commercially reasonable efforts to accommodate Customer's schedule for such downtime.

3.2 The MyUsage Prepaid Software and System will

6. Term and Termination

6.1 This Agreement will take effect on the Effective Date and, unless terminated earlier as provided in this Section 6, will remain in force during the Initial Term. Following the Initial Term, unless terminated earlier as provided in this Section 6, this Agreement will automatically continue for successive annual periods (each a "***Renewal Term***"; collectively with the Initial Term, the "***Term***").

6.2 Either party may terminate this Agreement at the end of the Initial Term or a Renewal Term by providing the other party with at least thirty (30) days written notice prior to the date of termination.

6.3 A party may terminate this Agreement upon written notice to the other party if such other party breaches a material term, condition or provision of this Agreement unless the breach, if capable of being cured, is cured within thirty (30) days (ten (10) days for non-payment) after the non-breaching

UNDER THIS AGREEMENT FOR THE MONTH IN WHICH THE CAUSE OF ACTION AROSE; PROVIDED HOWEVER, THE LIMITATION ON DAMAGES EXPRESSED IN THE PRECEDING SENTENCE SHALL NOT APPLY TO DAMAGES CAUSED BY THE WILLFUL OR WANTON CONDUCT OF THE PARTY CREATING THE DAMAGES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9. Indemnification

9.1 Exceleron will, at its expense, defend, indemnify and hold Customer harmless from and against all claims, losses and damages related to or arising out of an allegation brought against Customer that the MyUsage Prepaid Software as used through the System infringes any patent, copyright, trade secret or other proprietary right of any third party. Customer shall give such assistance and information as Exceleron may

Customer's compliance with the TCPA. Customer acknowledges that Excelerate is a "common carrier" for purposes of the TCPA and its sole obligation is to comply with the TCPA-related instructions provided by Customer. Customer will provide Excelerate with "opt out" language to be included in all communications to Customer customers (e.g., voicemails, e-mails and text messages) generated by the MyUsage Prepaid Software ("TCPA Opt Out Language"). Excelerate will, at its expense, defend, indemnify and hold Customer harmless from and against all claims, losses and damages related to or arising out of an allegation brought against Customer because the MyUsage Prepaid Software generated a communication(s) without the TCPA Opt Out Language or Excelerate failed to comply with Customer's written instructions for TCPA compliance. Customer shall give such assistance and information as Excelerate may reasonably require to oppose such claims.

10. Confidential Information

10.1 Each party ("***Receiving Party***") acknowledges that

12.4 This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, with respect to said subject matter.

12.5 This Agreement is for the sole benefit of Excelerate and Customer and their permitted assigns and nothing herein expressed or implied will give or be construed to give to any person, other than Excelerate and Customer and such assigns any legal or equitable rights hereunder

12.6 This Agreement may not be amended, except by a writing signed by both parties

12.7 No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.8 This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such

by Customer. During the enrollment process, Participating
formation to be used during the notification process.

ng Customers are enrolled in Customer's prepaid program.
will be posted to the account and displayed as service credits
such usage is deducted from the Participating Customer's
ahead of their balance through receipt of notifications for
count creation. An order is created to disconnect the service
ayment is received prior to the actual disconnection being
fyUsage; therefore, disconnection can be avoided provided
as opposed to a disconnection process outside of MyUsage.
onnect order will be generated. Additional fees or charges
nect charges or reconnect charges. Participating Customers
or an IVR.

account balance

of days of unused service

formation, address changes etc.)

and view their status

s practice dictates insertion of notes or events into CIS only

be displayed in an Exceptions Report.

ating engine, will initially be entered as an estimate and
the actual PCA being made available, the appropriate
This portion is applicable only to those Customers utilizing

and applies to the Participating Customer's account.

with remote disconnect/reconnect as they if available.
sed upon Participating Customer's account no longer being
Disconnect Orders may be viewed through a dynamic order
ual accounts. Depending upon the disconnection method
ccur automatically or manually. If an automatic process is
nd deployed by Customer.
ed upon sufficient payment being applied to Participating
good standing, as established by the city. Reconnect orders
list would provides easy access to individual accounts.
tilized by the city, reconnection may occur automatically or
ired. this setting must be controlled by and deployed by

be notified will be generated based on defined criteria. This
ommunicate with the Participating Customer based upon the
nal frequency of based upon the city's available of available

er permits Participating Customers to receive selected

and password that is established during account setup in

ual account across via the MyUsage interface.

est for a cost proposal to perform a geotechnical
ject. This proposal is intended to outline our
ope, cost information and schedule.

street and utility improvements on NW 9th Street
gan Avenue in Madison, South Dakota. The
ous utilities and reconstructing the roadway. We
onsists of asphalt.

l on select samples to characterize the index
sist of Atterberg limits, moisture content, dry and
with the appropriate ASTM procedures.

professional engineer. The report will contain the
ll as our geotechnical engineering opinions and

adway subgrade;
nd backfilling;
subpart characteristics and potential corrective

that may impact the constructability and fina

esting.

e cost of our geotechnical exploration services to
ng footage of 170 feet. Should the total footage
edited at a unit rate of $15/foot. Sales tax will be

ros Study & Preliminary Design

t is proposal for engineering services for the above referenced
level of effort involved with the preparation of a Preliminary
n addressing projects for Capital Improvements Plans.

e provide propane and reliable sewer service to two (2) existing
Vest Ave and provide sewer service to an improved land South of
his area is shown as Study Area #1A on the attached Exhibit A.
sewer service west of Higgins and Ave Highway 11 to serve the area

location will have a direct impact on the capacity of portions of
ry sewer will begin at the intersection of NW 67 St and N Vest
. It is also important to note that the upstream 8-inch sewer is
Rural Development Utility Improvements Project. This study is
ssizing and will include preliminary design for the segments of

k out is not included within the scope of this study. This area has
owed. While this area may be potentially served through the
he area is too large to blindly serve without having performed a

ner employees onto private property where survey data is to be

ny [illegible] Scope of Services

y Area

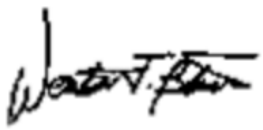
ng [illegible] port level sanitary sewer study and Preliminary Design
pe Lake.

es... Banner agrees to complete the facility plan according to the

October 19, 2020

November [illegible], 2020

[illegible] 292-6342



Weston T. Blasius, P.E.
Banner Associates, Inc.

.....$55.00 to $145.00/Hour

.....$75.00 to $130.00/Hour

.....$65.00 to $105.00/Hour

.....$65.00 to $105.00/Hour

.....$105.00 to $145.00/Hour

.....$130.00 to $210.00/Hour

..... $0.55/Mile

..... 0.08/Copy

..... 0.15/Sheet

ual cost of materials.

, Banner will use that degree of care and skill ordinarily exercised by
es. No express or implied warranties are applicable to, or provided

he preceding month. Payment of the invoice is due within thirty (30)
r-half percent (1 1/2%) per month, or the maximum legal rate for
on 5.1. Client shall be responsible for reimbursing Banner for all costs

e upon 30 days' written notice, or for cause, if either party fails to
abit of the other party and does not commence to diligently correct
Upon termination, Banner will be paid for all services authorized and
n expenses incurred by Banner as a result of the termination. This
ble requirements of the Agreement. The indemnity and limitation of

indemnify and hold Banner and its professionals, officers, employees
, costs, expenses (including attorney's fees and expenses) asserted
mited to claims involving hazardous substances, except to the extent
ient for losses, damages or injuries arising out of the performance of
exceed the greater of $50,000 or Banner's fee (to a maximum of
ability if less than $1,000,000).

lid or unenforceable, the remainder of the Agreement shall not be
extent permitted by law.

r., Banner shall have no responsibility for the discovery, presence,
us materials or toxic substances in any form at the Project site

START STUDY

tantial Completeon

een inspected by authorized representatives of Owner,
ntially complete. The Date of Substantial Completion
above is hereby declared and is also the date of
by the Contract Documents, except as stated below.

x Not Amended

e part of this Certificate:

of Work not in accordance with the Contract
gation to complete the Work in accordance with the

Operational Services - Madison Recycling Center.

the actual opening thereof. The City of Madison
y and all bids.

By Order of the Board of Commissioners
City of Madison
Madison, South Dakota
Jennifer Himars
Finance Officer