



**BOARD OF COMMISSIONERS
AGENDA**

JULY 12, 2021

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

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

<https://us06web.zoom.us/j/87994938751>

CALL TO ORDER

You can also dial in using your phone.

+1 312 626 6799

PLEDGE OF ALLEGIENCE

Meeting ID: 879 9493 8751

ROLL CALL

ADOPT AGENDA

APPEARANCES / ACKNOWLEDGEMENTS

1) Acknowledge Request for Reallocation of Budgetary Items in the Park & Recreation Fund for Necessary Repairs at MAC

CONSENT CALENDAR

- 1) Minutes - June 28, 2021
- 2) Claims for Approval - July 14, 2021 *included J&J Earth Works, Inc. - \$239,310.25
- 3) Claims for Ratification - June 25, 2021
- 4) Building Permit Report - June
- 5) Declare as Surplus Property and Appoint Appraisers - 1 Glock 22 .40 Caliber Pistol
- 6) Declare as Surplus Property and Appoint Appraisers - Technology Surplus
- 7) Declare as Surplus Property and Appoint Appraisers - Surplus Wire/Scrap Hardware, Other Miscellaneous
- 8) Authorize Mayor to Electronically Sign Final Applicant Project Review, Category C – Roads & Bridges, 2 Bridges
Project #134941, FEMA Flood Disaster DR-4469-SD
- 9) Authorize Mayor to Sign Amendment to 2019 Highway Infrastructure Program Fund Allocation Agreement
- 10) Authorize Mayor to Sign Agreement with SD DOT - AIP 3-46-0029-20-2021 - South GA Apron Expansion
- 11) Set Date of Hearing - Ordinance No. 1634 - Move Deadline for Municipal Budget

UNFINISHED BUSINESS

- 1) Hearing upon Application for Sale of Alcoholic Beverages - Retail (on-off sale) Malt Beverage & SD Farm Wine License
Randy J. Gruenwald/Dakota Butcher Madison Inc
- 2) Hearing upon Application for Temporary Retail (on-off sale) Malt Beverage License
Randy J. Gruenwald/Dakota Butcher Madison Inc - Montgomery's Parking Lot Party

NEW BUSINESS

- 1) Approve Application for Sale of Alcoholic Beverages - Retail (on-off sale) Malt Beverage & SD Farm Wine License
Randy J. Gruenwald/Dakota Butcher Madison Inc
- 2) Approve Application for Temporary Retail (on-off sale) Malt Beverage License
Randy J. Gruenwald/Dakota Butcher Madison Inc - Montgomery's Parking Lot Party
- 3) Ratify Lease Agreement - Water System Improvements Phase 2 - Mark Johnson - Storage of Materials

PUBLIC COMMENT

ANNOUNCEMENTS

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.

6/8/2021- Park Board Meeting **Minutes**
Location: Memorial Park Warming Shack/Shelter at 5:30

- I. Call to Order **5:30**
- II. Roll Call: **Dale Droge, Allyson Nagel, J.D. Hansen, Mike Miller Absent, Mark Ferber Absent**
- III. Approve the June 2021 meeting agenda: **Droge motion, Hasen 2nd, motion passed unanimously**
- IV. Approve the May 2021 meeting minutes: **Hansen motion, Droge 2nd, motion passed unanimously**
- V. Old Business: MAC updates: **Droge made a motion to recommend all 2021 operating budget towards repairs & improvements in 2021 if not used due to the pool not opening. Hansen 2nd, motion passed unanimously**
- VI. New Business:
 - 1) Discuss \$750.00 donation to the Madison Tennis Association from the Recreation Budget: **Hanson made motion to issue check for \$750.00 to Rob Graham from the Madison Tennis Association to help offset cost of running the tennis association equipment etc... Droge 2nd, motion passed unanimously**
 - 2) Discuss Recreation Trail by Runnings/Industrial Park: **Park board discussed the issues with the Recreation trail construction issues by the new Runnings building, they would like to revisit this topic in July. No Action taken.**
 - 3) Discuss appointing Lisa Martin to replace Allyson Nagel on the Board: **Droge made motion to appoint Lisa Martin to Park Board starting in July, this position will replace Allyson Nagel, Hansen 2nd, motion passed unanimously.**
- VII. Other Business:
- VIII. Public Comment:
- Staff Reports
 - A. MAC Director
 - B. Recreation Director
 - C. Parks Director Mike McGillivray: **informed the Park Board of daily operations that are being completed in the Parks Department and are preparing for the baseball and softball tournaments that will be held in the month of June at Baughman/Belatti and Thue sports complexes.**
- IX. Adjourn: **Droge made motion, Hansen 2nd, motion passed unanimously**

Next meeting will be at the City of Madison Commission room on Tuesday, July 13th at 5:30.

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

June 28, 2021
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 28th day of June with the following members present on roll call: Mayor Marshall Dennert and Commissioners Jeremiah Corbin, Kelly Dybdahl, Adam Shaw, and Jeræ Wire.

The Pledge of Allegiance was recited.

Motion by Commissioner Wire to adopt the June 28th agenda. Motion seconded by Commissioner Shaw. Motion carried unanimously.

Motion by Commissioner Corbin, second by Commissioner Shaw, to acknowledge a retail (on-off sale) malt beverage and SD farm wine license application from Randy J. Gruenwald/Dakota Butcher Madison Inc and set the date of hearing for July 12th at 5:30pm or as soon thereafter as the matter may be heard. Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Wire, to acknowledge a temporary retail (on-off sale) malt beverage license from Randy J. Gruenwald/Dakota Butcher Madison, Inc for the Montgomery's Parking Lot Party on July 17th, and set the date of hearing for July 12th at 5:30pm or as soon thereafter as the matter may be heard. Motion carried unanimously.

Motion by Commissioner Corbin, second by Commissioner Dybdahl to acknowledge the May Board Meeting minutes. Motion carried unanimously.

Motion by Commissioner Corbin, second by Commissioner Shaw, to approve the following items on the consent calendar: Minutes - June 21, 2021, Claims for Approval -June 30, 2021, Personnel - June. Motion carried unanimously.

Claims for Approval - June 30, 2021:

Alpha Media USA LLC Reading Rocks 1,700.00; Appera Entry Mats 128.62; Avenu Insights & Analytics June Application Host 3,138.37; Avera Medical Group Drug Collection/Testing 75.90; Baker & Taylor Books 103.64; Banner Associates Inc Madison Water Sys Improv 45,002.72; Big Sioux Community Water Sys May Usage 6,616.02; Blackstone Publishing Books 159.98; Bumann/Brock J Refund After Deposit 122.99; Butler Machinery Co Parts 219.49; Century Business Products Inc Maintenance Agreement 30.46; City of Madison Utilities 29,056.84; Classic Convenience Inc Fuel 60.00; Cox/Mattheu B Refund After Deposit 117.88; Dakota State University Work Orders 1,161.48; Dan & Jerrys Greenhouses Inc Flowers 3,932.00; DGR Engineering Power Plant Upgrade/LTC & CVR 18,405.06; Dollar General Corp Party Supplies 18.50; Eagle Chasing/Treena J Refund After Deposit 109.67; Evans/Preston JW Refund After Deposit 158.42; F & M Coop Oil Co Fuel 67.60; Fastenal Co Concrete Blades/Cleaner 444.58; Findaway Books 213.72; Gaylor/Spencer Membership Refund 28.00; Gebeke/Samuel S Refund After Deposit 37.86; Goeden/Joshua C Refund After Deposit 84.20; Golden Valley Hardscapes LLC Playground Mulch 3,325.00; Greater Madison Area Chamber Land O' Lakes Donation 500.00; Hunter Publishing Inc Minutes/Ordinances 804.21; Ingram Co Books 88.98; Janke/Riley C Refund After Deposit 156.90; Jones Ace Hardware Air Filters/Batteries/Tape 172.00; Joshs Repair LLC Scanner Software Update 899.01; Keefer/Kody Membership Corp Discount 48.00; Klein/Maggie WSI Refund 220.00; Klosterman/Mariel L Refund After Deposit 172.98; Kroupa/Tyler G Refund After Deposit 67.00; Krug Products Inc Hose Assembly 41.80; Lake Herman State Park Special Event Park Pass 100.00; Lewis Drugs Inc Swiffer/Bleach/Air Fresh 96.31; Madison Grocery Store Inc Watermelons/Coffee 16.97; Madison Lawn Care Inc Ground Maint Herbicide 77.00; Madison Regional Health Clinic Visit-M. Westall 230.00; Manakkadu/Sheheeda M Refund After Deposit 138.74; Marco Technologies Copier Lease 275.47; Micromarketing LLC Books 87.98; Miller Mechanical Specialties Lime Silo Power Supply 80.51; Office Peeps Inc Copier Contract/Ink Cartridges 397.72; Outer World Screen Screen Print T-Shirts 166.50; Overdrive Books 92.50; PE Group Inc MAC Electric Design/Bid 5,642.50; Peck/Tanner M Refund After Deposit 133.67; Penguin Group Inc. Novels & Stories 30.00; Pete Lien & Sons Inc Chemicals 4,569.92; Pheasantland Industries Wood Engraving 42.82; Pitney Bowes Global Financial Leasing Charges 237.09; Porta Pros Inc Portable Toilet Rental 264.00; Powerplan OIB Coco Mat 110.27; Raap/Spencer E Refund After Deposit 158.01; Running Supply Inc Gloves/Pressure Switch/Shovel 190.88; Rural Electric Supply Coop 15KV 200A Bushings 675.00; Ryan/Tessa L Refund After Deposit 126.59; SD Municipal League Elected Officials Workshop 50.00; SD Retirement System SPP Fee - D. Wyatt 45.00; Sebco Books Inc Books 1,788.48; Soroka/Krista K Refund After Deposit 103.36; Steinert/Alan J Refund After Deposit 29.47; Strait/Abbey D Refund After Deposit 77.78; Stuart Irby Tool Co Elbow Connectors & Insulation 6,187.50; Sturdevants Madison Inc Battery Cables/Fuel Hoses 30.82; Thompson/Derrek J Refund After Deposit 5.62; Thompson/Sean N Refund After Deposit 73.79; TrueNorth

Steel Inc Culvert 655.50; Vantek Communications Inc Pager Batteries 120.00; Vast Broadband Monthly 2,977.42; Wesco Distribution Inc Crimping Dies 68.00; Wheelco Brake & Supply Inc Shop Towels/Air Filters/Hoses 103.39.

Personnel - June:

Anna Boldt \$9.45/hour, \$11.05/hour; Alison Vacanti \$10.85/hour; Courtney O'Connell \$9.75/hour; Jordan Neises \$9.45/hour; Benjamin Schoeberl \$9.45/hour; Mercedes Moeller \$9.45/hour; Luke Kremer \$9.45/hour; Skyler Pattison \$9.45/hour; Samantha Pies \$9.45/hour; Jada Dukat \$9.45/hour; Grant Haselton \$10.85/hour; Kaden Krusemark \$10.85/hour; Kelsey Mehlert \$10.85/hour; Elijah Olson \$10.85/hour; Daniela Lee \$10.85/hour; Martha Richardson \$11.00/hour; Tessa Ryan \$10.85/hour; Allison Sahr \$10.85/hour; Mallorie Schultz \$10.85/hour; Olivia Scott \$11.00/hour; Karissa Williams \$10.85/hour; Adelia Meyers \$10.85/hour; Marcello Holguin \$10.85/hour; Carsten Bergersen \$10.05/hour; Devon Bruna \$9.45/hour; Taylor Martens \$13.50/hour; Aaron Hawkes \$10.85/hour; Kayla Wipf \$11.05/hour; Matthew Westall \$19.76/hour; Brian Noland \$14.00/hour; Shawn Wise \$24.21/hour.

This being the time and place for the hearing upon application for sale of alcoholic beverages for the transfer of a Retail (on-off sale) Malt Beverage & SD Farm Wine License and Retail (on-off sale) Wine & Cider License for El Pino LLC/ El Vaquero and as no public comment was heard, motion by Commissioner Corbin, second by Commissioner Shaw, to approve the transfer of the Retail (on-off sale) Malt Beverage & SD Farm Wine License and Retail (on-off sale) Wine & Cider License for El Pino LLC/El Vaquero. Motion carried unanimously.

Motion by Commissioner Wire, second by Commissioner Dybdahl, to set a bid date of July 14th at 2:00pm for Bid No. 903 for Padmount Switches. Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Dybdahl, to declare miscellaneous electronics as surplus property, appoint Kristin Olson, Adam Shaw, and Roxie Ebdrup as appraisers, and authorize for proper disposal. Motion carried unanimously.

Motion by Commissioner Corbin, second by Commissioner Shaw, to adopt Resolution No. 2021-20 - Amend Established Employee Compensation for 2021. Said Resolution amends Section B. Motion carried unanimously.

April Lund, special events/group fitness coordinator at the Madison Community Center, requested the use of the Madison Fire Department resources to help with the Splash-n-Dash 5K for Multiple Sclerosis on July 10. Motion by Commissioner Dybdahl, second by Commissioner Shaw, to authorize the use the Madison Fire Department resources and water for the event. Motion carried unanimously.

Brad Lawrence presented a proposal for engineering services from designArc Group for architectural, structural, mechanical, and electrical design for upgrades at the Madison Aquatic Center for chlorine storage, acid storage, refurbishing of corroded metal surfaces, additional cleaning/maintenance within the mechanical room, and a new stand-alone storage building. Motion by Commissioner Shaw, second by Commissioner Wire, to accept the proposal of \$24,000 from designArc Group. Motion carried unanimously.

Mayor Dennert announced change in Meeting Date to July 6, due to Independence Day holiday.

Mayor Dennert provided an update on the recreation trail by Runnings. Additional work will be done as part of the Water System Improvement Project. An update on the opening of the trail will be forthcoming.

Commissioner Shaw thanked Jameson Berreth, Laurie Bunker, Kelli Brown, Kelly Dybdahl for the work involved in providing summer activities for the kids.

Motion by Commissioner Dybdahl, second by Commissioner Wire to adjourn.

The Board of Commissioners adjourned at 5:52pm

/s/Sonya Wilt
Finance Officer

Contractor's Application for Payment

Owner:	City of Madison, SD	Owner's Project No.:	
Engineer:	Banner Associates, Inc.	Engineer's Project No.:	22831.00
Contractor:	J & J Earth Works, Inc.	Contractor's Project No.:	
Project:	City of Madison Water System Improvements Phase 1A		
Contract:	City of Madison Water System Improvements Phase 1A		
Application No.:	7	Application Date:	6/28/2021
Application Period:	From 12/9/2020	to	6/24/2021

1. Original Contract Price	\$	4,282,305.64
2. Net change by Change Orders	\$	6,676.00
3. Current Contract Price (Line 1 + Line 2)	\$	4,288,981.64
4. Total Work completed and materials stored to date (Sum of Column J and Stored Materials)	\$	2,652,577.88
5. Retainage		
a. 10% X \$ 2,529,616.18 Work Completed	\$	252,961.62
b. 10% X \$ 122,961.70 Stored Materials	\$	12,296.17
c. Total Retainage (Line 5.a + Line 5.b)	\$	265,257.79
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,387,320.09
7. Less previous payments (Line 6 from prior application)	\$	2,148,009.84
8. Amount due this application	\$	239,310.25
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	1,636,403.76

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: J & J Earthworks
 Signature: [Signature] Date: 7/1/21

Recommended by Engineer	Approved by Owner
By: <u>Pat Camp, PE</u>	By: _____
Title: <u>Project Engineer / Prime Professional</u>	Title: _____
Date: <u>6/28/2021</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

FUNDING BREAKDOWN SUMMARY

Owner: City of Madison, SD
 Engineer: Banner Associates, Inc.
 Contractor: J & J Earth Works, Inc.
 Project: City of Madison Water System Improvements Phase 1A

	Drinking Water			Sanitary Sewer			Storm Sewer			Street			Total		
	Work Completed to Date Minus Retainage	Stored Materials to Date Minus Retainage	Total To Date	Work Completed to Date Minus Retainage	Stored Materials to Date Minus Retainage	Total To Date	Work Completed to Date Minus Retainage	Stored Materials to Date Minus Retainage	Total To Date	Work Completed to Date Minus Retainage	Stored Materials to Date Minus Retainage	Total To Date	Work Completed to Date Minus Retainage	Stored Materials to Date Minus Retainage	Total For Pay Request
Pay Request No. 1	\$147,293.68	\$138,892.52	\$286,186.19	\$64,702.08	\$27,836.52	\$92,538.60	\$7,644.50	\$12,961.80	\$20,606.30	\$45,160.46	\$0.00	\$45,160.46	\$264,800.72	\$179,690.84	\$444,491.56
Pay Request No. 2	\$344,396.39	\$128,532.75	\$472,929.14	\$173,209.12	\$22,624.79	\$195,833.91	\$52,524.69	\$11,117.02	\$63,641.71	\$125,568.23	\$0.00	\$125,568.23	\$695,698.43	\$162,274.56	\$413,481.43
Pay Request No. 3	\$642,067.99	\$107,968.47	\$750,036.46	\$289,106.98	\$16,666.08	\$305,773.06	\$91,442.81	\$10,057.11	\$101,499.91	\$276,553.99	\$0.00	\$276,553.99	\$1,299,171.77	\$134,691.65	\$575,890.43
Pay Request No. 4	\$743,653.40	\$107,968.47	\$851,621.87	\$322,231.39	\$16,666.08	\$338,897.47	\$99,163.36	\$10,057.11	\$109,220.46	\$366,838.34	\$0.00	\$366,838.34	\$1,591,886.49	\$134,691.65	\$232,714.72
Pay Request No. 5	\$883,084.00	\$107,968.47	\$991,052.46	\$392,763.45	\$16,666.08	\$409,429.53	\$109,987.46	\$10,057.11	\$120,044.57	\$522,777.74	\$0.00	\$522,777.74	\$1,908,612.65	\$134,691.65	\$376,726.16
Pay Request No. 6	\$933,773.57	\$107,968.47	\$1,041,742.04	\$406,247.02	\$16,666.08	\$422,913.10	\$113,198.10	\$10,057.11	\$123,255.21	\$560,099.49	\$0.00	\$560,099.49	\$2,013,318.19	\$134,691.65	\$104,705.54
Pay Request No. 7	\$1,029,524.99	\$90,310.23	\$1,119,835.23	\$488,787.76	\$11,234.03	\$500,021.79	\$167,336.81	\$9,121.27	\$176,458.08	\$591,005.00	\$0.00	\$591,005.00	\$2,276,654.56	\$110,665.53	\$239,310.25

TOTAL TO DATE

\$2,387,320.09

June 2021 Building Permit Report

Date	Permit No.	Owner	Address	Use	Type of Construction	Contractor	Estimated Build Cost	Permit Fee
5/28	7978	Jonathon Jung	701 S Harth Ave	Res	Install fence for dogs 62'x52', wood posts, black welded wire fence 4' tall	Self	\$1,250.00	\$34.00
6/1	7969	Red Horse Seed	316 SW 3rd St	Com	12'x150' truck scale slab	Amert Construction PO Box 469 Madison, SD 57042	\$44,760.00	\$371.00
6/1	7970	Prairie Hills Property	602 NW 9th St Lot 307	Res	On-site removal of trailer	Michael Johnson Construction 45327 SD Hwy 34 Madison, SD 57042	\$0.00	\$10.00
6/1	7971	Prairie Hills Property	602 NW 9th St Lot 305	Res	On-site removal of trailer	Michael Johnson Construction 45327 SD Hwy 34 Madison, SD 57042	\$0.00	\$10.00
6/2	7964	Gaylen Backus	118 E Center St	Com	Replace flooring, move walls, install larger door, other updates	Barger Construction 6109 Dakota Ave Madison, SD 57042	\$70,000.00	\$493.50
6/2	7972	Paul Burgers	918 NE 6th St	Res	Install floating deck (unattached)	Landmark Consulting Solutions 2109 E Allen Dr Sioux Falls, SD 57103	\$15,000.00	\$151.00
6/2	7973	Jon Schemmel	1027 Twin Oaks Dr	Res	Replace 2 windows, 1 patio door, replace siding on east side of house	H&S Builders 23447 451st Ave Madison, SD 57042	\$10,500.00	\$115.00
6/2	7977	Marissa Curtis	420 SE 4th St	Res	Remove Cement Pad	Self	\$0.00	\$10.00
6/2	7984	Jimsco	300 SW 8th St Lot # 412	Res	Install 2 - 4'x5' decks	Henckel Construction 27015 Reynolds Pl Sioux Falls, SD 57108	\$1,500.00	\$34.00
6/4	7967	Eric Holm	1179 Cyber Ct	Res	Install 4' high chain link fence around backyard	Self	\$2,000.00	\$43.00
6/4	7990	Brian Stillson	218 N Lincoln Ave	Res	Demo	First Rate Excavate 1509 E 39th St Sioux Falls, SD 57104	\$21,000.00	\$0.00
6/4	7991	Brian Stillson	508 NE 1st St	Res	Demo	First Rate Excavate 1509 E 39th St Sioux Falls, SD 57104	\$21,000.00	\$0.00
6/4	7992	Mark Maas	402 N Harth Ave	Res	Demo House & Foundation	Kurt Merager & Lee Yaeger	\$19,000.00	\$0.00
6/7	7985	Jay & Lois Niedert	509 E Center St	Res	Demolish & reclaim the property per FEMA requirement	Michael Johnson Construction 45327 SD Hwy 34 Madison, SD 57042	\$16,100.00	\$0.00
6/8	7980	Shawn & Shelley Callies	1026 Heatherwood Ave	Res	New Home	Callies Homes 23535 434th Ave Howard SD 57349	\$450,000.00	\$968.00
6/8	7986	Katherine Cota	917 N Lincoln Ave	Res	Install fence - 4' galvanized chain link	Ryan White 1922 23rd St S Brookings, SD 57006	\$3,400.00	\$52.00
6/8	7987	Jenna Jacobs	814 NE 6th St	Res	Install fence - 4' galvanized chain link	Ryan White 1922 23rd St S Brookings, SD 57006	\$4,200.00	\$61.00
6/8	7988	Terry Timmer	401 S Egan Ave	Com	Take down storage building and haul out, small attachment on south side	Self	\$1,000.00	\$10.00
6/8	7989	Dan Nordling	824 NW 6th St	Res	New LP Siding, soffit, fascia, rain gutters, leaf guard, 2 new walk in doors	Bunker Construction 204 S. Main St Arlington, SD 57212	\$19,000.00	\$187.00

June 2021 Building Permit Report

Date	Permit No.	Owner	Address	Use	Type of Construction	Contractor	Estimated Build Cost	Permit Fee
6/10	7979	Michael Husman	320 N Liberty Ave	Res	Install 6'x8' Prefab picket fence panels & post 45' along south side of garage along property line	Self	\$200.00	\$10.00
6/11	7981	George Jones	611 NE 3rd St	Res	Vinyl siding of house, new windows	RH General Construction 1022 NW 3rd St Madison, SD 57042	\$6,500.00	\$72.00
6/14	7982	Mike Caniglia	116 N Liberty Ave	Res	Adding 5ft to back porch cover - natural gas fire pit	RH General Construction 1022 NW 3rd St Madison, SD 57042	\$7,000.00	\$79.00
6/14	7994	Bryan & Lana Zillgitt	522 NE 3rd St	Res	Demo house	Reinicke Construction 45650 SD Hwy 24 Madison, SD 57042	\$10,000.00	\$0.00
6/15	7993	Tim Salmen	1127 NE 9th St	Res	Place pre-built 12x20 shed on property, roofing and siding to match house	605 Sheds 27103 Independence Ave Sioux Falls, SD 57108	\$7,000.00	\$79.00
6/15	7995	Steve Walker	630 NE 1st St	Res	Demo house	Reinicke Construction 45650 SD Hwy 24 Madison, SD 57042	\$10,500.00	\$0.00
6/15	7997	Deborah Reed	212 N Egan Ave	Com	Replace flat rubber roof with angled shingled roof, new permanent LP smartside siding	Reed's Construction 46010 229th St Wentworth, SD 57075	\$36,557.26	\$319.00
6/16	7996	Chad Van DenHemel	516 SW 2nd St	Res	Breezeway addition between house and garage	Scott Williams Const. LLC 161 Ramm Heights Madison, SD 57042	\$20,000.00	\$196.00
6/16	7999	Tracy Booze	933 N Prairie Ave	Res	Replace front bow window with a picture window and flower box	45869 242nd St Chester, SD 57016	\$3,500.00	\$52.00
6/16	8000	Stanley Parks	613 NW 9th St	Res	Replace Front Door Unit	RJ C&C LLC 23316 451st Ave Madison, SD 57042	\$3,800.00	\$52.00
6/22	7998	Keith & Margaret Bundy	913 NE 11th St	Res	Remove old siding - install LP 8"x3/8" primed, remove old deck replace with new 6ft freestanding deck	Ruud's Construction 45869 242nd St Chester, SD 57016	\$15,000.00	\$81.00
6/22	8001	Jimsco	300 8th St SW #116	Res	Move in and set up Manufactured home size 16'x80'	H&H Mobile Home Service 701 N La Mesa Dr Sioux Falls, SD 57107	\$0.00	\$25.00
6/23	7974	Jimsco	300 8th St SW #412	Res	Move in and set up Manufactured home size 16'x70'	MHT&I 45727 SD Hwy 22 Castlewood, SD 57223	\$0.00	\$25.00
6/24	8003	Brad Lawrence	1054 NE 9th St	Res	Sheetrock garage walls	Self	\$300.00	\$10.00
6/28	7975	City of Madison	526 NW 4th St	Com	Swap 3 Antennas, Swap 3 RRUs, Add 3 RRUs	Nexius 2595 North Dallas Parkway Suite 300 Frisco, TX 75034	\$26,000.00	\$247.50
6/30	7763	Jacob Ludemann	400 NW 5th St	Res	Add a wooden fence to the NW corner of property 6' high, 24'x32'x8'	Self	\$400.00	\$0.00
6/30	8006	St. Thomas Aquinas	217 NW 4th St	Res	Install 6 ft wooden privacy fence	American Fence 47061 Charlotte Circle Sioux Falls, SD 57108	\$9,500.00	\$106.00
	36					Total	\$855,967.26	\$3,903.00



TO: Mayor/Commissioners
FROM: Justin Meyer
DATE: 07-08-21
RE: Declare as Surplus Property

Glock 22 .40 Caliber Pistol

\$ _____
(includes any applicable sales tax)

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

Kelly Dybdahl

Justin Meyer

Sonya Wilt



TO: Mayor/Commission
FROM: Sonya Wilt
DATE: July 8, 2021
RE: Declare as Surplus Property

\$ _____
(includes any applicable sales tax)

Netgear GS105 Ethernet Switch
Netgear GS305 Ethernet Switch
TP Link wireless Access Point
Lenovo x230 Think Pad Laptop
Lenovo X260 Think Pad Laptop
Dell Precision T3500 PC
APC Back-UPD Pro 1000
2 keyboards and mice

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

Jerae Wire

Brad Lawrence

Tess Nelson



TO: Mayor/Commission
FROM: Sonya Wilt
DATE: July 8, 2021
RE: Declare as Surplus Property

**Scrap Wire/Scrap Hardware & Other
Miscellaneous**

**\$ _____
(includes any applicable sales tax)**

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

Jerae Wire

Brad Lawrence

Tess Nelson

 Dashboard

 My Organization 
Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping
Meetings

Damages

Work Order Requests

Work Orders

Projects

 My Post-Award
Ops 

 My Tasks 

 Calendar

 Utilities 

 Intelligence 

«

Project Applicant Project Review

 SUBMIT

 CANCEL

4469DR-SD (4469DR) / Madison, City of (079-40220-00)
/ [134941] Bridges - 2 bridges, Madison, Lake County / **Applicant Project Review**

Project Information

Sign

General Information

	PROJECT #
134941	
	PROJECT CATEGORY
C - Roads and Bridges	
	PROJECT TITLE
Bridges - 2 bridges, Madison, Lake County	
	PROJECT TYPE
Specialized	
	APPLICANT
Madison, City of (079-40220-00)	
	EVENT
4469DR-SD (4469DR)	

Scope

Final Scope

Intended Scope

Scope to Restore to Pre-Disaster Condition

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373345 (2) Bridges - Assessment / Inspection / Repair

**The Disaster #4469DR, which occurred
between 9/9/2019 and 9/26/2019, caused:**

Damage #373345; (2) Bridges - Assessment / Inspection / Repair

Damages to two bridges maintained by the City of Madison were sustained due to heavy rains which caused extensive flooding along roads, creeks and bridges. Bridges along Park Creek were rendered impassible for an extended period of time with damages consisting of removal of armoring, embankment damage, and surface damage to at least one bridge making the bridges unusable by the general public.

Work to be Completed:

The applicant will utilize force account labor, equipment, materials, and/or contracts for the repairs to (2) Bridges to restore these facilities back to their pre-disaster design, function and capacity (in-kind) within the existing footprint.

1. Bridge: 5th Street (44.010311, -97.115619):

- A. Replace 8 CY of embankment behind pilings.
- B. Replace 5 CY of North Side Approach Apron riprap.
- C. Replace 5 CY of South Side Approach Apron riprap.
- D. Replace 3 CY of material at SE retaining wall.
- E. Replace 16 SF of 3 IN thick asphalt surface.
- F. Replace 9 SF of 3 IN thick asphalt base.
- G. Replace 1 CY of 10 IN thick aggregate Sub Base.

2. Bridge: 4th St and Egan Ave (44.009534, -97.114219):

- A. Replace approximately 4 CY of Northwest Side Approach Apron riprap.
- B. Replace approximately 4 CY of Southeast Side Approach Apron riprap.
- C. Replace 4 CY of retaining wall.
- D. Replace 26 CY of unclassified fill behind retaining wall.

Work to be Completed Total: \$43,589.25**Project Notes:**

1. The Applicant provided estimate for work to be completed lacked sufficient detail to validate. Therefore, a FEMA cost estimate was generated using RS Means. See attachment labeled:

 Processing

2. All quantities in the DDD have been rounded up in the SOW.
3. Due to the limited amount of work completed and lack of documentation, the Costing Specialist has estimated the work completed as Work to be Completed.
4. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.
5. All work will be completed within the Applicant's ROW, if staging of equipment and materials would be needed, they will be staged within the Applicant's ROW.
6. The road in this project has been reviewed for FHWA status and was not found to be a federal-aid route.

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406 HMP Scope

Site 1

Hazard Mitigation Proposal (HMP)

GM Project # 134941

DR-4469-SD

GM Damage Inventory # 373345 (Site 1 - 5th Street Bridge being mitigated)

Site Name & Address: Bridges - 2 bridges, Madison, Lake County

GPS Lat / Long: 44.010311, -97.115619

HMP writer Name and Title: Daniel Gearman

HMP Date: 6-08-2021

Work to be Completed

(I) ~~Damage Description & Dimensions (DDD)~~: During the incident period heavy rains culminating

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around September 11, 2019 caused extensive flooding along roads, creeks, and bridges in the City of Madison, and were rendered impassible for an extended period, including Park Creek.

Total repair cost of damaged elements (Pre-disaster) being protected by the HMP at this site =
\$26,822.24

CRC costing specialist provided separation of costs for the two sites on this DI/Project.

(II) Hazard Mitigation Proposal (HMP) Scope of Work:

The Applicant has proposed strengthening the east substructure/abutment by mitigating the east timber back wall. To prevent loss of embankment soil, the fill around the timber backwall will be excavated to expose the (behind) the east timber backwall, and flowable concrete fill will be placed at the bottom of the backwall to stabilize and prevent soil loss under the backwall plank. Geotextile drainage fabric will be installed on the backwall plank and drainage rock will be used as backfill along the east backwall. The remainder of the excavation will then be backfilled to subgrade elevations for reconstruction of the roadway section.

Repair at the approach on the inlet and outlet of the bridge structure will be accomplished by replacing and adding riprap stone on the east side of the channel. The riprap will be placed along the approach and backwall.

The Applicant's proposed mitigation on the Southeast Abutment will consist of excavating soil away from the abutment to a depth of approximately 4' and installing drainage fabric against the timber plank abutment. The excavation will be restored by backfilling with clay material and covering with approximately 8" of topsoil material.

Mitigation scope of work was developed and provided by the Applicant. See document "Scope of Work Narrative_5th St. Bridge"

(III) Hazard Mitigation Proposal (HMP) Cost:

Hazard Mitigation total cost = \$19,400.00

See document "DR4469SD - Project #134941 - Applicant Provided Cost Estimate"

(IV) Cost Effectiveness Calculation:

HMP Cost/Benefit % = (Net Hazard Mitigation Cost / Total Repair Cost of Damaged Elements being protected by the HMP) X 100

HMP C/B % = \$19,400.00/\$26,822.24 x 100 = 72.33 % ≤ 100%.

(V) HMP Cost-Effectiveness:

Cost-effectiveness criteria per FEMA Public Assistance Program and Policy Guide (PAPPG) Chapter 2. Section VII. C. include a) mitigation cost is within 15% of the repair cost for which the mitigation measure applies, b) cost of mitigation measure listed in Appendix J is within 100% of the repair cost for which the mitigation measure applies, and c) mitigation measure is cost-effective through a benefit-cost analysis (BCA).

This Hazard Mitigation Proposal cost is 72.33 % of the repair and restoration costs being protected. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V3.1 April 2018, Chapter 2.VII. Section C and Appendix J. Section I. B. Erosion Control Measures, this mitigation measure does not exceed 100 percent of the eligible repair cost and is considered to be cost-effective.

(VI) Compliances and Assurances:

This HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.

The Applicant is responsible for final design, placement, configuration, choice of contractors or vendors, permits and compliance with all regulatory codes and standards of the State of South Dakota. FEMA will pay only the incremental difference in cost between repairs and mitigation and will not duplicate funding for repair or replacement of eligible work.

Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the sites.

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Site 2

Hazard Mitigation Proposal (HMP)

GM Project # 134941

DR-4469-SD

GM Damage Inventory # 373345 (Site 2 - 4th Street Bridge)

Site Name: Bridges - 2 bridges, Madison, Lake County

GPS: 44.009534, -97.114219

HMP writer Name: Daniel Gearman

HMP Date: 6-8-2021

Work to be Completed

(I) Damage Description & Dimensions (DDD):

During the incident period heavy rains culminating around September 11, 2019 caused extensive flooding along roads, creeks, and bridges in the City of Madison, and were rendered impassible for an extended period, including Park Creek. To return to pre-disaster condition the applicant will repair the erosion behind the southeast wingwall, repair the scour near the inlet and outlet ends of the structure, and remove the concrete transition wall that failed and slid into the channel. It is necessary to remove this mass of concrete from the channel and restore the embankment to reduce further erosion of the channel bank. See document "Scope of Work Narrative_4th St. Bridge.pdf"

Total repair cost of damaged elements (pre-disaster) being protected by the HMP at this site = \$16,767.01

CRC costing specialist provided separation of costs for the two sites on this DI/Project.

(II) Hazard Mitigation Proposal (HMP) Scope of Work:

Because additional scour has occurred beyond the inlet and outlet ends of the structure, the Applicant proposes to repair the scour to further protect the structure from additional scour and protect the inlet and outlet embankments from erosion. The estimated area to be repaired is 20 ft across the channel with a length of 10 ft and depth of 2 ft on the upstream end and a length of 20 ft and depth of 2.75 ft on the downstream end. Drainage fabric should be used wherever possible.

See document "Scope of Work Narrative_4th St. Bridge.pdf" and "4th St Bridge Opinion of Probable Costs.pdf."

The total cost for the proposed mitigation measures = \$11,200.00

(III) Hazard Mitigation Proposal (HMP) Cost:

Subtotal of cost of Items Needed if the HMP is Approved = \$11,200.00

Subtotal of cost of Items Not Needed if the HMP is Approved = \$ 0

See attached document "4th St Bridge Opinion of Probable Costs"

Hazard Mitigation total cost = \$11,200

(IV) Cost Effectiveness Calculation:

HMP Cost/Benefit % = (Net Hazard Mitigation Cost / Total Repair Cost of Damaged Elements being protected by the HMP) X 100

HMP C/B % = \$11,200.00 / \$16,767.01 x 100 = 66.80 % ≤ 100%

(V) HMP Cost-Effectiveness:

Cost-effectiveness criteria per FEMA Public Assistance Program and Policy Guide (PAPPG) Chapter 2. Section VII. C. include a) mitigation cost is within 15% of the repair cost for which the mitigation measure applies, b) cost of mitigation

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measure listed in Appendix J is within 100% of the repair cost for which the mitigation measure applies, and c) mitigation measure is cost-effective through a benefit-cost analysis (BCA).

This Hazard Mitigation Proposal cost is 66.80 % of the repair and restoration costs being protected. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V3.1 April 2018, Chapter 2.VII. Section C and Appendix J. Section I. B. erosion control measures, this mitigation measure does not exceed 100 percent of the eligible repair cost and is considered to be cost-effective.

(VI) Compliances and Assurances:

This HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.

The Applicant is responsible for final design, placement, configuration, choice of contractors or vendors, permits and compliance with all regulatory codes and standards of the State of South Dakota. FEMA will pay only the incremental difference in cost between repairs and mitigation and will not duplicate funding for repair or replacement of eligible work.

Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the sites.

\$ Cost

Damage #	Line Item #	Code	Quantity	Unit	Total	
					Cost	Section
373345	1	9001 (Contract)	1	Lump Sum	\$43,589.25	Uncompleted

10

Previous 1 Next

CRC GROSS COST **\$43,589.25**

TOTAL 406 HMP COST **\$30,600.00**

TOTAL INSURANCE REDUCTIONS **\$0.00**

CRC NET COST **\$74,189.25**

 FEDERAL SHARE (75.00%) **\$55,641.94**

NON-FEDERAL SHARE (25.00%) **\$18,547.31**

Subgrant Conditions

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- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.

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- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

6-15-21

Project reworked for changes to SOW & Cost Summary . No insurance changes made.

There are no additional insurance related concerns following the rework of this project.

- Cesar Maitre – Insurance Specialist – Central CRC

3-1-2021

Property insurance coverage for road(s), road right-of-way's, embankment erosion, bridges or culvert damage represented on this project are not insured or insurable.

No insurance relief is anticipated. No Obtain and Maintain requirement will be made.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

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- **EO11990 CONDITION:** This project is located within a wetland. The applicant is responsible for coordinating with and obtaining any required section 401 and 404 permit(s) from the United States Army Corps of Engineers (USACE). The applicant shall ensure that best management practices (BMPs) are implemented to prevent erosion and sedimentation to surrounding, nearby, or adjacent wetlands and waterways per the Clean Water Act and Executive Order 11990.
- **CWA CONDITION:** The Applicant is responsible for obtaining all required federal, state and local permits. The applicant is responsible for verifying and compliance with all permit requirements, including permit conditions, pre-construction notification requirements and regional conditions as provided by the US Army Corps of Engineers (USACE). The applicant is responsible for implementing, monitoring, and maintaining all Best Management Practices (BMP's) and Pre-Construction Notification (PCN) conditions of applicable Nation-Wide Permits (NWP). Before, and no later than, submission of a project closeout package, the applicant shall provide FEMA with a copy of the required permit from the USACE and the South Dakota Dept. Environment and Natural Resources, or documentation from those agencies that a permit is not required.
- **NHPA CONDITION:** If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify FEMA and the State Historic Preservation Office.
- **NHPA CONDITION:** All work, material, equipment, and staging to remain within the road's existing right of way.
- **NHPA CONDITION:** The applicant must ensure that this borrow site is in compliance with the South Dakota State law (SDCL 45-6C Determination). If the applicant chooses to use a borrow pit requiring SHPO approval, the following must occur prior to digging: 1. State Historical Preservation Office (SHPO) approval including completion and FEMA approval of required archeological surveys. 2. Notification to the FEMA Regional Environmental Officer if any listed species or designated critical habitat might be affected or is in the vicinity of the project. Applicant shall not begin work until notified by the FEMA Regional Environmental Officer that the requirements of the Endangered Species Act have been satisfied. 3. Applicant is required to coordinate borrow pit locations with the USFWS Wetland District Manager to avoid project impacts to easements or public lands. Project Officers must have notified the Applicant of the requirement of proof of coordination and documentation. 4. Applicant is responsible for ensuring that no borrow pit activity occurs in Waters of the United States, wetlands or a river listed on the Nationwide Rivers Inventory (NRI). Borrow pit activity occurring in a floodplain must not affect pre-existing hydrological profiles. If activities occur in prime farmland ground disturbance must be temporary, one-time use, and no permanent loss of farmland may occur.
- **SHM&SW CONDITION:** The subgrantee shall ensure that all demolition debris is disposed of in a manner consistent with SD DENR regulations. Asphalt must be recycled as a blended base material or appropriately separated. SHM&SW: Material must not be placed in a floodplain or wetland. Failure to comply with

these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

EHP Additional Information

There are no additional environmental historical preservation information on **Bridges - 2 bridges, Madison, Lake County.**

I CONFIRM THAT I HAVE REVIEWED ALL PROJECT INFORMATION
AND AM READY TO SIGN THE PROJECT.

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AMENDMENT NUMBER 1
AGREEMENT NUMBER 716920

BACKGROUND:

1. On 08/29/2019, the State of South Dakota, acting by and through its Department of Transportation, referred to in this Amendment as the "STATE," and City of Madison, referred to in this Amendment as the CITY, entered into a Funding Agreement, which is referred to in this Amendment as "AGREEMENT," and which was signed by representatives of each party and assigned agreement number 716920 by the STATE.
2. Since the execution of the AGREEMENT, other bridges in addition to those listed in Exhibit A to the AGREEMENT have been classified in poor condition. The parties wish to amend the AGREEMENT to allow these additional bridges to qualify for funding.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The AGREEMENT is amended to authorize expenditures for replacement or rehabilitation of bridges that do not appear on Exhibit A to the AGREEMENT, provided that the STATE'S Office of Administration has confirmed to the CITY, in writing, that the subject bridges are classified in poor condition.
2. Paragraphs 4. and 5. of the AGREEMENT are amended to read as follows:
 1. The CITY will submit project estimates for the bridges to be funded under this Agreement and file an annual report with the STATE on the progress of the bridge work and expenditures. The CITY will send annual reports by January 31st of each year to the Bridge Inspection Engineer, South Dakota Department of Transportation, Office of Administration, 700 East Broadway Avenue, Pierre, South Dakota 57501. The CITY will send the annual reports until all projects funded under this AGREEMENT have been completed and fully reported to the STATE.
 2. If any funding transferred to the CITY under this Agreement is not expended by the CITY by December 31, 2025, the CITY will return the unused funding to the STATE by February 28, 2026. The annual report due on January 31, 2026, shall identify any unexpended funds.
3. Except as specifically modified by this Amendment, all terms and conditions of the AGREEMENT will remain in full force and effect.
4. The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Amendment on behalf of the CITY. A copy of the CITY'S minutes or resolution authorizing the execution of this Amendment by the Mayor as the CITY'S authorized representative is attached to this Amendment as **Exhibit 1**.

This Amendment is binding upon the signatories not as individuals, but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the CITY to enter into the same.

Signatures on following page.

City of Madison, South Dakota

State of South Dakota
Department of Transportation

By: _____

Its: Mayor

Date: _____

By: _____

Its: Secretary

Date: _____

Attest:

CITY Auditor/Clerk

[CITY SEAL]

Agreement Number _____

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF SECRETARIAT
OFFICE OF AIR, RAIL, AND TRANSIT
AGREEMENT FOR PROJECT NO. 3-46-0029-020-2021**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Madison, South Dakota, referred to in this Agreement as the "SPONSOR."

BACKGROUND:

- A. On December 27, 2020, the President of the United States signed the Coronavirus Response and Relief Appropriation Act (CRRSAA) (H.R. 133, Public Law 116-260) into law. CRRSAA provides approximately \$2 billion in funds to be awarded as economic relief to eligible U.S. airports and eligible concessions at those airports to prevent, prepare for, and respond to the coronavirus disease 2019 (COVID-19) public health emergency.
- B. To distribute these funds, the Federal Aviation Administration ("FAA") has established the Airport Coronavirus Response Grant Program (ACRGP). These funds will provide economic relief to airports around the country affected by the COVID-19 public health emergency. CRRSAA funding will be allocated to pay for the required ten hundred percent (10%) match on the FAA funds under this Agreement, with no local match required from SPONSOR, and will be available for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. FAA funding will be utilized to pay up to ninety percent (90%) of the remaining eligible Project costs.
- C. Grants for operating expenses may not include any activities prior to January 20, 2020.
- D. The STATE and the SPONSOR have entered into an agency agreement for the purpose of, preparation for, and response to the COVID-19 pandemic and establishing, constructing, and maintaining an airport on a portion of Section Four (4) and Five (5) of Township One Hundred Six North (106N) and Section Thirty Two (32) of Township One Hundred Seven North (107N), Range Fifty Two west (52W), of the 5th P.M., Lake County, South Dakota, referred to in this Agreement as the "Airport."
- E. The SPONSOR proposes the development of the Airport will consist of the following described item(s), referred to in this Agreement as the "Project":

Expand Apron (approximately 422' x 230', asphalt).

- F. The total estimated cost of the Project is shown on the Engineer's Estimate, entitled "Summary of Project Costs," attached to this Agreement as **Exhibit A**.
- G. FAA designated eligible costs which may include prevention of, preparation for, and response to the COVID-19 pandemic items, maintenance, and development expenses for which CRRSAA funding may be lawfully used.

NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Payment

Pursuant to and for the purposes of carrying out the provisions of South Dakota Codified Law (SDCL) § 50-7-15, the STATE will reimburse the SPONSOR with allocated funds from a combination of FAA funding and

CRRSAA funding for one hundred percent (100%) of eligible Project costs, not to exceed **One Million, One Hundred-twenty-one thousand dollars and No Cents (\$ 1,121,000.00)**. The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0029-020-2021. The STATE will make progress payments to the SPONSOR up to ninety percent (90%) of the eligible Project costs listed in this section. Once the eligible Project costs have reached 90% of the approved maximum limiting amount listed in this section, the STATE will withhold the remaining ten percent (10%) of eligible Project costs until the FAA has approved the Quality Closeout Report. The STATE will pay the remaining 10% of the eligible Project costs to the SPONSOR upon notification of the FAA'S approval of the Quality Closeout Report. The SPONSOR will be one hundred percent (100%) responsible for any Project costs that are not eligible for reimbursement and any costs which exceed **Hundred-twenty-one thousand dollars and No Cents (\$ 1,121,000.00)**.

Section 2. Termination

1. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree, in writing, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
2. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:
 - (a) The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval when, under the terms of this Agreement, the STATE'S approval is required.
 - (b) The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.
 - (c) The SPONSOR is default under any provision of this Agreement.

Section 3. SPONSOR Assurances

1. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.
2. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.
3. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.
4. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of the Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.
5. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the

SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

Section 4. Special Conditions

1. As may be applicable, the "Conditions" and "Assurances" contained in the Airport Improvement Program (AIP) Grant Agreement for Project No. **3-46-0029-020-2021** are included in and incorporated into this Agreement by reference.
2. Eligible costs for this Agreement will be as indicated in the AIP Grant as determined by the FAA.
3. The SPONSOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.
4. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.
5. The SPONSOR must submit any proposed change affecting the Project to the STATE, in writing, for the STATE'S approval prior to any change.
6. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties to this Agreement.
7. The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.
8. Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.
9. If the SPONSOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during any SPONSOR fiscal year covered, in whole or in part, under this Agreement, the SPONSOR will be subject to the single agency audit requirements under the U. S. Office of Management and Budget (OMB) regulations, found at 2 CFR Part 200 subpart F. If the SPONSOR expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions.
10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant

expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

11. The SPONSOR will provide services in compliance with the American with Disabilities Act of 1990 and any amendments.
12. The SPONSOR certifies the SPONSOR has a conflict of interest policy and enforces said policy.
13. The SPONSOR certifies, to the best of the SPONSOR'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the SPONSOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The SPONSOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

14. The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.
15. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:
 - A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.
 - B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
16. The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.

17. The SPONSOR has designated its County Commission Chairperson as the SPONSOR'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the SPONSOR after consideration of the matter during a regularly scheduled meeting. A copy of the SPONSOR'S Board of Commissioner's minutes or resolution authorizing the execution of this Agreement by the Chairperson as the SPONSOR'S authorized representative is attached to this Agreement as **Exhibit B**.

18. The effective date of this Agreement is **June 11, 2021**. This Agreement will end four (4) years from the date of signature by the STATE.

19. Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation
Attn: Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

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

This Agreement has been executed by the STATE and the SPONSOR acting by and through their duly authorized representatives.

This Agreement has been executed by the STATE and the SPONSOR acting by and through their duly authorized representatives.

City of Madison, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: Program Manager
Office of Air, Rail, and Transit

Date: _____

Date: _____

Attest:

City Auditor/Clerk

(City Seal)

Exhibit A

**CITY OF MADISON
NOTICE OF PUBLIC HEARING
ORDINANCE NO. 1634**

AN ORDINANCE TO MOVE THE DEADLINE FOR MUNICIPAL BUDGET

The City of Madison Board of Commissioners will hold a public hearing on July 26, 2021 at 5:30pm or as soon thereafter as the matter will be heard, in City Hall 116 W Center Street, Madison, South Dakota, in the Commission Room. All interested persons are encouraged to attend in person and comment on Ordinance No. 1634, an ordinance regarding the moving of the municipal budget deadline to have first reading on or before November 1st of each year.

After the public hearing, the Board of Commissioners may have first reading of Ordinance No. 1634 by title and set a 2nd reading date. The proposed Ordinance No. 1634 will be made available for public inspection at the City Finance Office located at City Hall 116 W Center Street, Madison South Dakota pursuant to SDCL Section 11-4 and amendments thereto.

Any persons wishing to present testimony may appear at said hearing or may file written comments with the Finance Officer at 116 W Center Street, Madison, South Dakota, prior to said hearing. **All written comments desired to be included in the agenda packet must be filed no later than end of business on Thursday, July 22, 2021.** Disabled individuals may contact the Finance Officer for information and/or special assistance. The request should be made 24 hours in advance of the hearing.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$___.

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

Notice is hereby given pursuant to SDCL 35-2-5 that a public hearing will be held on Monday, July 12 at 5:30pm, or as soon thereafter as the matter may be heard, in City Hall, Madison, South Dakota, in the Commission Room, to consider the following:

A Retail (on-off sale) Malt Beverage License Application from:

Randy and Karen Gruenwald/Dakota Butcher Madison Inc.
745B S Washington Ave
Madison, SD 57042

A Temporary Retail (on-off sale) Malt Beverage License Application for the following event:

Randy and Karen Gruenwald/Dakota Butcher Madison Inc.
Montgomery's Parking Lot Party
July 17, 2021
Montgomery's Parking Lot (747 S Washington Ave)

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

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Randy and Karen Gruenwald
1462 S Lake Dr
Watertown, SD 57201

Owner's Telephone #: 605-233-0849

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

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

Is this license in active use? ☐ Yes ☒ No

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

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

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

Date 06/22/2021

Print Name

Karen Gruenwald

Signature

Karen Gruenwald

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal)

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

B. Business Name and Address

Dakota Butcher - Madison
745B S Washington Ave
Madison, SD 57042

Business Telephone #: 605-556-0169

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

County: Lake County

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

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

D. Legal description of licensed premise:

Lot 1 Sinclair Add except lot #1 and
except lot #2 & #3

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

E. State Sales Tax Number 1037-2792-ST

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

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Dakota Butcher Madison Inc

Address of office and principal place of business of corporation/partnership/LP/LLC 745B S Washington Ave

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

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

Name	Office	Address	Occupation
Randy Gruenwald		1462 S Lake Dr Watertown, SD 57201	Owner
Karen Gruenwald		1462 S Lake Dr Watertown, SD 57201	Owner

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

Name Type of License, License Number, Financial Interest Held, and Address of Business Location

Dakota Butcher Watertown PL-4921 1330 9th Ave SW Watertown, SD 57201
Dakota Butcher East PL-6057 1923 Willow Creek Dr. Watertown, SD 57201
Dakota Butcher Clark PL-4501 99 S. Commercial St Clark, SD 57
Dakota Butcher Madison PL-4663 745B S Washington Ave Madison SD 57045

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

Brittany Lewno - Dakota Butcher Watertown Inc 1330 9th Ave Watertown, SD 57201

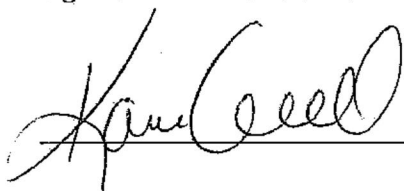
With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



6/22/21

**APPLICATION FOR A TEMPORARY
MALT BEVERAGE LICENSE**

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

Date 6/22/21

Honorable Mayor
City Commissioners
Madison, South Dakota

I herewith submit my application for a temporary malt beverage license for the date of July 17th, 20 21.

Location Montgomery's Parking Lot ~~to~~ Madison SD

Fee per license: \$5.00

Enclosed is a check in the amount of \$ _____ to cover said fee.

Dakota Butcher - Madison

Name of Firm, Corporation or Partnership Making Application

Eric Sinclair - (Montgomery's)

Name of Organization, Person or Firm Holding the Event

747 S Washington

Madison

57042

Street Address

City

Zip Code

Karen Gnevald

Signature of Applicant

6/22/21

Date

For Office Use Only

Receipt No. 101.3200.3261 Date _____ Amount \$ _____

LEASE AGREEMENT

I, Mark Johnson (lessor), hereby lease to the City of Madison, South Dakota, its contractors, vendors, and designees (lessee) the use of the north three (3) acres of the property located east of the intersection of 5th St NE and N Antelope Ave. located in Madison, South Dakota for the storage of materials for the duration of the Madison Water System Improvements Phase 2 project.

The lessee will restore the property to its original condition at no charge to the lessor. The lessor agrees to lease this property to lessee for \$250.00 per month commencing in July 2021. The lessee will pay \$6500.00 up front which is to include 24 months of rent and a \$500.00 deposit. If the project extends past the 24-month prepaid period, the lessee will pay \$250.00 per month until the completion of the project. If the project is completed prior to the 24-month prepaid period, the lessor will credit back the lessee the appropriate amount at \$250.00 per month.

This lease may not be terminated by lessor until the Madison Water System Improvements Phase 2 project is completed. Lessee may terminate this lease upon 60 days' written notice to lessor.

Signed: _____



Date: _____

7/2/21

Mark Johnson, Lessor

Signed: _____



Date: _____

7-2-21

City of Madison, Lessee

By: Jameson Berreth, City Administrator