



BOARD OF COMMISSIONERS AGENDA

MONDAY, JULY 20, 2026

5:30 PM

COMMISSION CHAMBERS – 503 S HIGHLAND AVENUE

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

<https://us06web.zoom.us/j/88526683369> | Meeting ID: 885 2668 3369

You can also dial in using your phone.

+1 312-626-6799

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

OATH OF OFFICE - JERAE WIRE

CONSENT CALENDAR

- 1) Minutes – July 6, 2026
- 2) Bills for Approval – July 22, 2026
- 3) Bills for Ratification – July 15, 2026
- 4) Payroll Bills for Ratification – July 2, 2026
- 5) Personnel
- 6) Approve Independent Contractor Agreement with Jennifer Gant for animal shelter services
- 7) Approve CDL Reimbursement Agreement with Matt Korhnak
- 8) Appoint Mike O'Connell to Sidewalk Committee

UNFINISHED BUSINESS

- 9) Discussion and possible action on collaboration with EmBe Education for Community Center school age care programs

NEW BUSINESS

- 10) Consider Approval of Temporary Retail (on-off sale) Malt Beverage License to Sporty's Bar & Grill - Heat Wave Hustle 5K - August 5, 2026
- 11) Approve DGR Engineering Task Order for 2026 Water and Sewer Rate Analysis
- 12) Approve Change Order #2 for SE Substation Conversion - IES Commercial
- 13) Approve Change Order #3 for SE Substation Conversion - IES Commercial
- 14) Approve Change Order #4 for SE Substation Conversion - IES Commercial
- 15) Approve Change Order #3 - Egan Avenue Reconstruction - Winter Contracting, LLC
- 16) Approve Change Order #1 - NW 5th Street Bridge Backwall Repairs - Kesteloot Excavation LLC
- 17) Approve Change Order #1 - Madison Utility and Street Improvements - Segment 9 - Runge Enterprises, Inc.
- 18) Authorize Signature - Grant Acceptance for Airport Improvement Program (AIP) 3-46-0029-029-2026 – Airport Master Plan Study
- 19) Authorize Signature - Grant Acceptance for Airport Improvement Grant (AIG) 3-46-0029-030-2026 – Phase 2 Airport Master Plan Study

20) Consider Power of One volunteer program approvals

21) July 2026 City Updates

PUBLIC COMMENT

ANNOUNCEMENTS

22) Next Regular Commission Meeting – Monday, August 3, 2026 at 12:00 pm

Executive Session

23) Pursuant to SDCL 1-25-2(4)

ADJOURN

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

Supplementary agenda information may be accessed at www.CityofMadisonSD.gov

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.

The City of Madison is an equal opportunity employer and provider.

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

July 6, 2026
Regular

The Board of Commissioners of the City of Madison met in regular session at 12:00 PM on the 6th day of July with the following members present upon roll call: Commissioners Kelly Dybdahl, Jenny Wolff, Daniel Buresh, and Mayor Roy Lindsay. Commissioner Jerae Wire was absent.

The Pledge of Allegiance was recited.

Motion by Commissioner Buresh, seconded by Commissioner Wolff to adopt the July 6, 2026 agenda. Motion carried unanimously.

Mayor Lindsay administered the Oaths of Office for Commissioners Daniel Buresh and Jenny Wolff. The Oath of Office for Jerae Wire will be administered at the next Commission Meeting.

Motion by Commissioner Buresh, seconded by Commissioner Dybdahl to approve the following items on the consent calendar: Minutes – June 15, 2026; Bills for Approval – July 8, 2026; Bills for Ratification – June 24, 2026; Bills for Ratification – July 1, 2026; Payroll Bills for Ratification – June 18, 2026; Personnel; Appoint Kerry Barlow to Madison Housing & Redevelopment Commission; Declare Surplus Property and Appoint Appraisers – Scrap Wire/Scrap Miscellaneous; Declare Surplus Property and Appoint Appraisers – Scrap Wood Poles. Motion carried unanimously.

Bills for Approval – July 8, 2026

ACE HARDWARE Lightbulbs \$114.35; APPEARA Mat Rentals \$185.26; AXIS FORENSIC TOXICOLOGY INC Volatiles Panels \$195.00; BIALAS/WADE 2026 Tabor Fire Services \$1,509.15; CARQUEST OF MADISON Parts \$24.98; CENGAGE GROUP Books \$196.80; CENTURY BUSINESS PRODUCTS INC Copier Lease \$383.69; CHRISTENSEN RECYCLING LLC June Recycling Fees \$10,200.00; CIVIC PLUS LLC Social Media Archiving Annual Subscription \$7,924.77; CLASSIC CONVENIENCE INC Fuel \$725.12; COLES PETROLEUM PRODUCTS INC Fuel Report \$8,423.47; COLMAN BUILDING CENTER Lumber \$59.70; CRAFCO, INC Nozzle \$37.52; EMBERLINE PRESS, INC Bill Printing & Postage \$1,038.50; F & M COOP OIL CO Fuel \$965.24; FASTENAL CO Hardware, Fuses \$149.15; FODS/TYLER 2026 Tabor Fire Services \$180.80; FRONTIER PRECISION INC Annual Subscription \$2,047.50; FROST/TYLER 2026 Tabor Fire Services \$180.80; G & R CONTROLS INC Boiler PM Inspections \$2,972.81; GOTH ELECTRIC 112 E Center - Sewer Backup \$625.00; GREAT NORTHERN ENVIRONMENTAL Grit Blower \$3,923.58; HAWKINS INC Chemicals \$990.00; HEAIRET/JADE A 2026 Tabor Fire Services \$169.50; IES COMMERCIAL, INC. Pay Request #3 - SE Substation \$294,234.92; INGRAM CO Books \$43.67; JOHN HENRY FOSTER MN INC WWTP Grit Blower \$325.00; JOHNSON BROTHERS EXCAVATION 515 N Prairie Replace Valve \$2,023.79; JOHNSON/ERIC 2026 Tabor Fire Services \$409.80; JOHNSON/SAMUEL R 2026 Tabor Fire Services \$339.00; JUNG/DUSTIN 2026 Tabor Fire

Services \$186.80; KINGBROOK RURAL WATER SYSTEM INC Water \$40.00; KRUG PRODUCTS INC Hose Assembly \$36.93; LAKE COUNTY RURAL FIRE BOARD 2026 Tabor Fire/Truck Rental \$4,077.50; LAKE COUNTY TREASURER Fuel Report \$661.60; MIDCONTINENT COMMUNICATIONS Business Internet \$171.31; MIDWEST TURF & IRRIGATION Hyd Cylinder Assembly \$2,272.82; MINNESOTA MUNICIPAL UTIL ASSN Q3 2026 - Job training & Safety Program \$1,068.75; OFFICE PEEPS INC Garbage Bags \$367.32; OPEN ACCESS TECHNOLOGY INT'L AMI Dues and Subscriptions \$2,639.09; OVERHEAD DOOR CO City Hall Garage Door Conversion \$6,798.99; PATCH/CHAD 2026 Tabor Fire Services \$583.74; PENGUIN RANDOM HOUSE LLC Books \$22.46; PHEASANTLAND INDUSTRIES Uniforms \$297.06; PLAYAWAY PRODUCTS INC Books \$1,384.40; REMOTE SYSTEMS INTEGRATION RSINet Data Services - Qtr. 3 \$180.00; RUNNINGS SUPPLY INC Miracle Gro \$232.23; SD DEPT OF REVENUE 2026-2027 Malt Beverage License App - Kwik Star \$150.00; SD RURAL WATER Annual Dues - Class B Member \$1,265.00; STURDEVANTS MADISON INC WWTP Generator Batteries \$845.66; THE TESSMAN CO Quick Dry \$551.60; TIMMER SUPPLY CO Furnace Filter \$67.71; TYLER TECHNOLOGIES INC UB Notifications \$37.30 ; VERIZON BUSINESS Data Service for Electric Surface \$20.02; WOLDT/MICHAEL Meal Reimbursement - Street Painting \$5.55.

Bills for Ratification – June 24, 2026

AAA COLLECTIONS INC Collection Services \$38.94; ACE HARDWARE Keypad \$382.36; AMAZON CAPITAL SERVICES INC Concessions Snacks, Coffee, Stickers, Sunscreen \$2,245.40; APPEARA Mat Rentals \$139.48; AT & T MOBILITY Police Dept Phones & Data \$473.72; AXIS FORENSIC TOXICOLOGY INC Volatiles Panel \$65.00; CARQUEST OF MADISON Chainsaw Fuel \$156.88; CEDAR SHORE RESORT Lodging - FO School \$729.42; CENTURY BUSINESS PRODUCTS INC Service Copier \$501.20; CITY OF MADISON Petty Cash Reimb. \$101.00; CITY OF SIOUX FALLS CC Pool & Spa Bacteria Testing (May) \$316.40; CLASSIC CONVENIENCE INC Fuel \$65.62; COLMAN BUILDING CENTER Lumber \$24.89; COLUMN SOFTWARE PBC Publications \$127.79; CORE & MAIN GP LLC PEP Comp Coupler & Insert \$190.94; DAKOTA STATE UNIVERSITY Workstudy & Student Labor (Jan - May 2026) \$31,586.85; EMBERLINE PRESS, INC Bill Printing & Postage \$1,606.52; ETTERMAN ENTERPRISES INC Shop Supplies \$135.51; GALLS LLC Pants \$183.21; HASLETON/JARED Classes at Community Center \$670.00; HILLYARD INC Janitorial Supplies \$285.64; INGRAM CO Books \$700.23; INTERSTATE POWER SYSTEMS INC City Hall Generator Inspection \$2,497.00; KOSTER/RILEY J Reissue of UB Refund \$158.26; KRUG PRODUCTS INC Hose Assembly/Fittings - Airport Mower \$56.66; MAC QUEEN EQUIPMENT LLC DBA MAC QUEEN EMERGENCY Headlamps, Visors \$3,741.33; MADISON GROCERY STORE INC DBA SUNSHINE FOODS Cake & Cutlery \$45.16; MARCO TECHNOLOGIES CC Copier Lease \$311.53; OFFICE PEEPS INC Eng. Copier Lease - Toner Usage \$77.59; OLSON/KRISTIN Travel Reimb - Tyler User Training \$46.40; PEDERSEN/STEVEN Special Assessment Billing Correction \$44.00; PLAYAWAY PRODUCTS INC Books \$352.95; PROCHEM DYNAMICS LLC Janitorial Supplies \$245.10; PURE FORGE BRAKES Rear Axle Brake Kit \$674.68; RASMUSSEN/AUTUMN Classes at Community Center \$126.00; RUNNINGS SUPPLY INC Cable, Rope Clip \$370.13; SAME DAY EXPRESS MAC Samples \$60.00; SD DEPT OF REVENUE (1) Malt Beverage Renewal 2026-

2027 \$150.00; SD MUNICIPAL LEAGUE Annual Municipal Membership \$4,679.00; SODEXO INC & AFFILIATES 2026 Pool Concessions (Week 3 2026) \$1,528.78; STREICHERS INC Belt \$72.99; STURDEVANTS MADISON INC Filters \$50.73; THE PENWORTHY CO LLC Books \$443.27; WHEALY/MARK Classes at Community Center \$56.00.

Bills for Ratification – July 1, 2026

ACE HARDWARE Weather Stripping \$123.94; APPEARA Mat Rentals \$235.26; AT & T MOBILITY Service for Phones & Tablets \$2,836.69; BLUEPEAK Phone & Internet \$4,390.40; BROSZ ENGINEERING INC Asphalt Surface Treatment \$12,260.00; BULT/TAYLOR Reimbursement - Applicator License \$35.88; CARQUEST OF MADISON Parts, Tools \$120.98; CHRISTIANSEN COMPLETE WATER Water Delivery & Cooler Rental \$15.55; COLES PETROLEUM PRODUCTS INC Oil \$588.95; COLUMN SOFTWARE PBC Publications \$209.44; CORE & MAIN GP LLC Fire Hydrant Parts \$920.80; DAKOTA STATE UNIVERSITY Punch Cards, Signs \$122.65; DGR ENGINEERING Professional Services - SE Substation \$46,870.50; DUTTON-LAINSON COMPANY ERTs for Water Meters \$9,635.39; GREAT AMERICA FINANCIAL SVCS Finance & HR Copier Lease \$829.17; GREATER MADISON AREA CHAMBER Qtr 3 Appropriation \$21,375.00; HANSEN/RIKI Reimbursement - Meal - Street Painting \$5.55; HAWKINS INC Chemicals \$1,064.90; HIRSHFIELD'S TEA PAINTS & COATINGS Street Paint \$988.96; HYDRO TECH SERVICE Clean Sewer Lift Station \$1,530.00; INTERSTATE POWER SYSTEMS INC Generator Service - WTP \$2,204.00; JENCKS & JENCKS PC July Services/Contract \$5,500.00; KOLORWORKS Paint \$198.27; KORHNAK/MATT Reimbursement - Applicator License \$35.88; KRUG PRODUCTS INC Shipping \$18.74; MADISON REGIONAL HEALTH Collection & Vaccination \$634.29; MIDCONTINENT COMMUNICATIONS Business Internet \$190.69; OFFICE OF FIRE MARSHAL - BOILER INSPECTION Boiler Inspection - MAC \$70.00; OFFICE PEEPS INC Copier Contract - MMU \$382.32; PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC Equipment Lease \$249.54; PROCHEM DYNAMICS LLC Janitorial Supplies \$650.18; ROBERTSON/ROGER Reimbursement - Meals - Street Painting \$6.00; RUNNINGS SUPPLY INC Paint \$135.95; SAME DAY EXPRESS Delivery to Sioux Falls Public Health Lab \$80.00; SD PUBLIC HEALTH LABORATORY Water Samples \$1,470.00; STURDEVANTS MADISON INC Battery \$684.84; SWANK MOVIE LICENSING USA Website License \$375.00; SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER G-2 Asphalt \$1,198.50; TIMMER SUPPLY CO Connector \$8.58; WIEMAN/JEFF Travel Reimb. - Building Officials Meeting \$54.00; WILLIAMS AND COMPANY P.C. 2025 Audit - Progress Billing \$41,875.83.

Payroll Bills for Ratification – June 18, 2026

Health Pool of South Dakota \$57,000.38; IRS-EFTPS \$59,738.12; Madison National Life Insurance Company Inc \$285.00; Office-Child Support Enforce \$574.45; SD Retirement System \$29,127.18; SD Retirement System \$26,049.61.

Mayor Lindsay opened the Public Hearing Upon Application for Retail (on-off sale) Malt Beverage & SD Farm Wine License – Kwik Star. There were no comments; therefore, Mayor Lindsay closed the hearing.

Motion by Commissioner Wolff, seconded by Commissioner Dybdahl to Approve Retail (on-off sale) Malt Beverage & SD Farm Wine License – Kwik Star. Motion carried unanimously. Kwik Star is looking to add Video Lottery to the Madison location, and, in order to do so, South Dakota law requires that they hold at least an on-off sale Malt Beverage license.

Motion by Commissioner Dybdahl, seconded by Commissioner Buresh to Approve Resolution No. 2026-12 – Power & Duties of Mayor and Commissioners. Motion carried unanimously. This is an annual resolution that sets the positions of commissioners and other board and committee members for all elected officials. There are no changes from last year.

Motion by Commissioner Wolff, seconded by Commissioner Dybdahl to Approve Resolution No. 2026-13 – Authorizing Application for Transportation Alternatives Program. Motion carried unanimously. This resolution allows the City of Madison to apply for a Transportation Alternatives Program grant to construct a recreation trail from the bypass to the entrance of Lake Herman State Park.

Motion by Commissioner Buresh, seconded by Commissioner Wolff to Approve Updates to City Commission Policies & Procedures. Motion carried unanimously. Revisions include releasing meeting agendas on the Thursday before each meeting instead of Friday; scheduling Quarterly Work Sessions on the second Monday of the last month of each quarter; requiring the chair to call for a roll call vote whenever a voice vote is not unanimous; and allowing individuals wishing to speak during Public Comment to approach the podium when recognized, rather than signing in beforehand.

Motion by Commissioner Dybdahl, seconded by Commissioner Buresh to Authorize Lime Sludge Removal Contract with NextGen Ag Lime. Motion carried unanimously. Staff presented a contract with NextGen Ag Lime for annual removal of lime sludge from the Water Treatment Plant for \$15,000 per year. While the service was previously provided at no cost, changes in the market now require the City to pay for removal.

An introductory discussion with Simple Mining, of Cedar Falls, Iowa, was had regarding a proposed digital currency mining facility. Simple Mining is interested in developing an interruptible digital currency mining facility in Madison under the City's Large Load Electric Rate (LLER). A company representative provided an overview of their operations, emphasizing that the facility would operate as an interruptible electric load, pay for all required infrastructure and site improvements, and help offset electric system costs without increasing costs to existing ratepayers. Commissioners discussed topics including grid reliability, noise mitigation, cooling systems, site development, local workforce opportunities, decommissioning, and the long-term viability of the project. Members of the public asked questions regarding the proposed site, electrical load, local expertise, and construction plans. No action was taken, as the discussion served as an introduction to the proposal. Staff explained that, if the company chooses to proceed, the next steps would include applying for a conditional use permit followed by consideration of a land lease and electric service agreement.

A discussion was held on a potential collaboration with EmBe Education to provide and operate the Community Center's school-age care, including after-school and summer youth programs. Discussion focused on the potential benefits, including expanded programming, greater scheduling flexibility for families, and utilizing EmBe's expertise in child care, as well as considerations such as giving up city control over program rates and operations.

Commissioners also discussed facility use fees, the financial sustainability of the current program, staffing impacts, and the need for future rate increases regardless of the operating model. The Commission expressed interest in obtaining additional information, including proposed program rates and feedback from participating families, before considering any action. No action was taken.

Jameson Berreth provided the Commission with the annual review of South Dakota's Open Meeting Law, as required by Senate Bill 74, and the City's Conflict of Interest Policy.

Amy Wills presented the Monthly Finance Updates.

During Public Comment, Darrel Killion requested that the City reconsider its ordinance prohibiting beekeeping within city limits. He shared his experience as a longtime beekeeper, noted that most larger South Dakota communities allow beekeeping, and encouraged the City to either remove the exclusion or adopt a simple ordinance similar to Brookings.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, July 20, 2026, at 5:30 PM
- Board openings on Sidewalk Committee and Madison Housing & Redevelopment Commission

Motion by Commissioner Wolff, seconded by Commissioner Buresh to Adjourn at 2:16 PM.

/s/Amy L Wills
Finance Officer



Expense Approval Report by Vendor

By Vendor Name

Post Dates 7/22/2026 - 7/22/2026

Vendor Name	Description (Item)	Amount
Vendor: 003890 - ACE HARDWARE		
ACE HARDWARE	Concrete Mix	159.80
ACE HARDWARE	Concrete Mix	63.92
ACE HARDWARE	Concrete Mix	79.90
ACE HARDWARE	Concrete Mix	47.94
ACE HARDWARE	Masking Tape	9.99
ACE HARDWARE	Building Rep & Mat - Hardwar...	5.47
ACE HARDWARE	Building Rep & Mat - Hardwar...	0.86
ACE HARDWARE	Building Rep & Mat - Hardwar...	17.79
ACE HARDWARE	Building Rep & Mat - Hardwar...	2.81
ACE HARDWARE	Building Rep & Mat - Hardwar...	4.10
ACE HARDWARE	Building Rep & Mat - Hardwar...	0.65
ACE HARDWARE	Hardware	1.39
Vendor 003890 - ACE HARDWARE Total:		394.62
Vendor: 000181 - APPEARA		
APPEARA	Entry Mats - MMU	14.98
APPEARA	Entry Mats - MMU	48.67
APPEARA	Entry Mats - MMU	11.23
Vendor 000181 - APPEARA Total:		74.88
Vendor: 000535 - BANNER ASSOCIATES INC		
BANNER ASSOCIATES INC	General Eng. Services 2026	989.00
BANNER ASSOCIATES INC	NW 5th St Bridge Repairs	1,235.92
BANNER ASSOCIATES INC	General Eng. Services 2026	319.00
BANNER ASSOCIATES INC	ARPA Project Segment 5	1,002.60
BANNER ASSOCIATES INC	General Eng. Services 2026	319.00
BANNER ASSOCIATES INC	ARPA Project Segment 5	516.50
Vendor 000535 - BANNER ASSOCIATES INC Total:		4,382.02
Vendor: 006033 - BROSZ ENGINEERING INC		
BROSZ ENGINEERING INC	2025 Asphalt Surface Treatme...	600.00
Vendor 006033 - BROSZ ENGINEERING INC Total:		600.00
Vendor: 002450 - CITY OF SIOUX FALLS		
CITY OF SIOUX FALLS	CC Pool & Spa Bacteria Testing..	39.55
CITY OF SIOUX FALLS	CC Pool & Spa Bacteria Testing..	593.25
Vendor 002450 - CITY OF SIOUX FALLS Total:		632.80
Vendor: 000035 - COLES PETROLEUM PRODUCTS INC		
COLES PETROLEUM PRODUCTS..ATF		125.16
COLES PETROLEUM PRODUCTS..ATF		62.58
COLES PETROLEUM PRODUCTS..ATF		62.58
COLES PETROLEUM PRODUCTS..#2 Dyed diesel for Gen Plant		26,723.34
COLES PETROLEUM PRODUCTS..ATF		250.32
COLES PETROLEUM PRODUCTS..ATF		62.58
COLES PETROLEUM PRODUCTS..ATF		62.58
Vendor 000035 - COLES PETROLEUM PRODUCTS INC Total:		27,349.14
Vendor: 005940 - COLMAN BUILDING CENTER		
COLMAN BUILDING CENTER	Lumber	38.14
Vendor 005940 - COLMAN BUILDING CENTER Total:		38.14
Vendor: 006043 - COLUMN SOFTWARE PBC		
COLUMN SOFTWARE PBC	Resolution No 2026-13	17.99
COLUMN SOFTWARE PBC	Resolution No 2026-12	50.84
Vendor 006043 - COLUMN SOFTWARE PBC Total:		68.83

Expense Approval Report by Vendor

Post Dates: 7/22/2026 - 7/22/2026

Vendor Name	Description (Item)	Amount
Vendor: 000373 - DAKOTA STATE UNIVERSITY		
DAKOTA STATE UNIVERSITY	Posters - Employee	19.00
Vendor 000373 - DAKOTA STATE UNIVERSITY Total:		19.00
Vendor: 000051 - EAST RIVER ELECTRIC POWER COOP		
EAST RIVER ELECTRIC POWER ...	Transmission Services - Madis...	23,940.24
EAST RIVER ELECTRIC POWER ...	Distribution Service - Madison...	7,108.38
Vendor 000051 - EAST RIVER ELECTRIC POWER COOP Total:		31,048.62
Vendor: 000585 - FASTENAL CO		
FASTENAL CO	Fuses	46.72
FASTENAL CO	Bolts, Cable Ties, Clamps	37.59
Vendor 000585 - FASTENAL CO Total:		84.31
Vendor: 000066 - FIRST BANK & TRUST - HEARTLAND ENERGY		
FIRST BANK & TRUST - HEART...	Energy	126,254.76
FIRST BANK & TRUST - HEART...	Energy Wheeling Losses	1,656.46
FIRST BANK & TRUST - HEART...	Demand	255,332.88
FIRST BANK & TRUST - HEART...	Demand Wheeling Losses	3,355.36
FIRST BANK & TRUST - HEART...	SPP Transmission	53,739.24
Vendor 000066 - FIRST BANK & TRUST - HEARTLAND ENERGY Total:		440,338.70
Vendor: 006017 - HASLETON/JARED		
HASLETON/JARED	Classes at Community Center ...	335.00
HASLETON/JARED	Classes at Community Center ...	341.00
Vendor 006017 - HASLETON/JARED Total:		676.00
Vendor: 003152 - HAWKINS INC		
HAWKINS INC	Chemicals	1,840.76
Vendor 003152 - HAWKINS INC Total:		1,840.76
Vendor: 000275 - HEIMAN INC		
HEIMAN INC	Hose & Reel	594.50
Vendor 000275 - HEIMAN INC Total:		594.50
Vendor: 000752 - HILLYARD INC		
HILLYARD INC	Janitorial Supplies	111.23
Vendor 000752 - HILLYARD INC Total:		111.23
Vendor: 005438 - I STATE TRUCK CENTER		
I STATE TRUCK CENTER	Diagnostic and Parts	3,490.47
Vendor 005438 - I STATE TRUCK CENTER Total:		3,490.47
Vendor: 006339 - IES COMMERCIAL, INC.		
IES COMMERCIAL, INC.	Pay Request #3 - Green Substa...	397,790.83
Vendor 006339 - IES COMMERCIAL, INC. Total:		397,790.83
Vendor: 000150 - JOSH'S TOOLS LLC		
JOSH'S TOOLS LLC	Test Lead Kit Deluxe	240.00
Vendor 000150 - JOSH'S TOOLS LLC Total:		240.00
Vendor: 000085 - KRUG PRODUCTS INC		
KRUG PRODUCTS INC	Hose, Swivel	14.46
Vendor 000085 - KRUG PRODUCTS INC Total:		14.46
Vendor: 004978 - MADISON GROCERY STORE INC DBA SUNSHINE FOODS		
MADISON GROCERY STORE IN...	Arbor Day Program Supplies	31.34
Vendor 004978 - MADISON GROCERY STORE INC DBA SUNSHINE FOODS Total:		31.34
Vendor: 000573 - MIDWEST TURF & IRRIGATION		
MIDWEST TURF & IRRIGATION	Parts	274.04
Vendor 000573 - MIDWEST TURF & IRRIGATION Total:		274.04
Vendor: 004801 - MRG HAUFF		
MRG HAUFF	Net, Blanket	565.00
Vendor 004801 - MRG HAUFF Total:		565.00
Vendor: 000117 - NORTHWESTERN ENERGY		
NORTHWESTERN ENERGY	Utilities - 4217577-8	9.00
NORTHWESTERN ENERGY	Utilities - 4217577-8	3.00

Expense Approval Report by Vendor

Post Dates: 7/22/2026 - 7/22/2026

Vendor Name	Description (Item)	Amount
NORTHWESTERN ENERGY	Utilities - 4229136-9	2.40
NORTHWESTERN ENERGY	Utilities - WTP - 2544052-0	12.00
NORTHWESTERN ENERGY	Municipal Utilities - 3607252-8	3.70
NORTHWESTERN ENERGY	Utilities - 4229136-9	7.80
NORTHWESTERN ENERGY	Municipal Utilities - 3607252-8	12.02
NORTHWESTERN ENERGY	Utilities - WWTP - 2544362-3	12.00
NORTHWESTERN ENERGY	Utilities - 4229136-9	1.80
NORTHWESTERN ENERGY	Municipal Utilities - 3607252-8	2.78
NORTHWESTERN ENERGY	Utilities - Rec Ctr - 2544652-7	12.00
Vendor 000117 - NORTHWESTERN ENERGY Total:		78.50
Vendor: 005751 - O REILLY AUTOMOTIVE INC		
O REILLY AUTOMOTIVE INC	Parts	245.88
Vendor 005751 - O REILLY AUTOMOTIVE INC Total:		245.88
Vendor: 000528 - OFFICE PEEPS INC		
OFFICE PEEPS INC	Kleenex	19.82
OFFICE PEEPS INC	Correction tape	2.17
OFFICE PEEPS INC	Kleenex	64.40
OFFICE PEEPS INC	Correction tape	7.05
OFFICE PEEPS INC	Kleenex	14.86
OFFICE PEEPS INC	Correction tape	1.63
Vendor 000528 - OFFICE PEEPS INC Total:		109.93
Vendor: 006364 - OFTEDAL/HAYDEN		
OFTEDAL/HAYDEN	Classes at Community Center ...	135.00
Vendor 006364 - OFTEDAL/HAYDEN Total:		135.00
Vendor: 000677 - ONE STOP		
ONE STOP	Fuel	41.90
Vendor 000677 - ONE STOP Total:		41.90
Vendor: 005330 - OVERDRIVE		
OVERDRIVE	Audio/E Books	1,108.68
Vendor 005330 - OVERDRIVE Total:		1,108.68
Vendor: 003559 - PIZZA RANCH		
PIZZA RANCH	Pizza - MAC Concessions	35.98
Vendor 003559 - PIZZA RANCH Total:		35.98
Vendor: 005236 - PORTA PROS INC DBA A-1 PORTABLE TOILETS		
PORTA PROS INC DBA A-1 PO...	Toilet Rental - Gen Plant	162.00
Vendor 005236 - PORTA PROS INC DBA A-1 PORTABLE TOILETS Total:		162.00
Vendor: 000837 - PROCHEM DYNAMICS LLC		
PROCHEM DYNAMICS LLC	Janitorial Supplies	215.20
Vendor 000837 - PROCHEM DYNAMICS LLC Total:		215.20
Vendor: 000525 - PROSTROLLO AUTO PLAZA CO		
PROSTROLLO AUTO PLAZA CO	Sensor, Gasket, Wire Assembly	253.97
PROSTROLLO AUTO PLAZA CO	Wire Assembly	-80.75
Vendor 000525 - PROSTROLLO AUTO PLAZA CO Total:		173.22
Vendor: 002946 - RC FIRST AID		
RC FIRST AID	First Aid - Water Shop	27.00
RC FIRST AID	First Aid - Water Shop	27.00
Vendor 002946 - RC FIRST AID Total:		54.00
Vendor: 001065 - REINICKE CONSTRUCTION INC		
REINICKE CONSTRUCTION INC	Pea Rock for Green Substation	436.58
Vendor 001065 - REINICKE CONSTRUCTION INC Total:		436.58
Vendor: 000030 - RUNNINGS SUPPLY INC		
RUNNINGS SUPPLY INC	Gloves, Bits	121.96
RUNNINGS SUPPLY INC	Rope	41.70
RUNNINGS SUPPLY INC	Concrete Mix	21.56
RUNNINGS SUPPLY INC	Concrete Mixer	359.99
RUNNINGS SUPPLY INC	Wand	14.99

Expense Approval Report by Vendor

Post Dates: 7/22/2026 - 7/22/2026

Vendor Name	Description (Item)	Amount
RUNNINGS SUPPLY INC	Hose Reel	119.99
RUNNINGS SUPPLY INC	Anchor, Link	63.97
RUNNINGS SUPPLY INC	Hardware	23.98
RUNNINGS SUPPLY INC	Weed Killer	27.50
RUNNINGS SUPPLY INC	Spray paint - Fire Hydrants	23.97
RUNNINGS SUPPLY INC	Rat Bait	22.99
RUNNINGS SUPPLY INC	Weed Killer	27.49
Vendor 000030 - RUNNINGS SUPPLY INC Total:		870.09
Vendor: 005952 - SAME DAY EXPRESS		
SAME DAY EXPRESS	Delivery to Sioux Falls Public ...	20.00
SAME DAY EXPRESS	Delivery to Sioux Falls Public ...	20.00
Vendor 005952 - SAME DAY EXPRESS Total:		40.00
Vendor: 001366 - SEYFER/DAISHA		
SEYFER/DAISHA	Classes at Community Center ...	43.00
Vendor 001366 - SEYFER/DAISHA Total:		43.00
Vendor: 005921 - SODEXO INC & AFFILIATES		
SODEXO INC & AFFILIATES	2026 Pool Concessions	1,731.19
SODEXO INC & AFFILIATES	2026 Pool Concessions	2,137.02
Vendor 005921 - SODEXO INC & AFFILIATES Total:		3,868.21
Vendor: 006010 - SOUTHEAST TECHNICAL COLLEGE		
SOUTHEAST TECHNICAL COLL...	Class B Flex Path Program - M...	2,530.00
Vendor 006010 - SOUTHEAST TECHNICAL COLLEGE Total:		2,530.00
Vendor: 003620 - STURDEVANTS MADISON INC		
STURDEVANTS MADISON INC	Axle	145.19
STURDEVANTS MADISON INC	Vacuum Pump	40.99
STURDEVANTS MADISON INC	Maint. - Unit 19A & 72	465.98
STURDEVANTS MADISON INC	Governor - T-66	16.99
Vendor 003620 - STURDEVANTS MADISON INC Total:		669.15
Vendor: 005105 - SWEENEY CONTROLS CO		
SWEENEY CONTROLS CO	Work on controls	193.75
Vendor 005105 - SWEENEY CONTROLS CO Total:		193.75
Vendor: 001054 - SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER		
SWEETMAN CONSTRUCTION ...	G-2 Asphalt	1,123.50
SWEETMAN CONSTRUCTION ...	G-2 Asphalt	1,204.50
SWEETMAN CONSTRUCTION ...	G-2 Asphalt	2,142.00
Vendor 001054 - SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER Total:		4,470.00
Vendor: 000142 - US DEPT OF ENERGY		
US DEPT OF ENERGY	Drought Energy Charges	3,604.80
US DEPT OF ENERGY	Base Energy Charges	75,700.80
US DEPT OF ENERGY	Drought Demand Charges	2,704.20
US DEPT OF ENERGY	Base Demand Charges	60,393.80
Vendor 000142 - US DEPT OF ENERGY Total:		142,403.60
Vendor: 001282 - VERIZON BUSINESS		
VERIZON BUSINESS	May 20 - June 19 - Acct #4424...	117.80
Vendor 001282 - VERIZON BUSINESS Total:		117.80
Vendor: 000780 - VESSCO INC		
VESSCO INC	Pumphead	393.98
Vendor 000780 - VESSCO INC Total:		393.98
Vendor: 005980 - WINTER CONTRACTING LLC		
WINTER CONTRACTING LLC	N Egan Ave Reconstruction - P...	85,944.23
WINTER CONTRACTING LLC	N Egan Ave Reconstruction - P...	30,425.40
WINTER CONTRACTING LLC	N Egan Ave Reconstruction - P...	4,915.29
WINTER CONTRACTING LLC	N Egan Ave Reconstruction - P...	138,569.43
WINTER CONTRACTING LLC	N Egan Ave Reconstruction - P...	210,292.67
WINTER CONTRACTING LLC	N Egan Ave Reconstruction - P...	9,849.87
WINTER CONTRACTING LLC	N Egan Ave Reconstruction - P...	116,111.14

Expense Approval Report by Vendor

Post Dates: 7/22/2026 - 7/22/2026

Vendor Name	Description (Item)	Amount
WINTER CONTRACTING LLC	N Egan Ave Reconstruction - P...	118,850.50
Vendor 005980 - WINTER CONTRACTING LLC Total:		714,958.53
Grand Total:		1,784,014.67

Report Summary

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	138,222.67
220 - SPECIAL MAINTENANCE FEE	600.00
517 - CREEK-BRIDGE MITIGATION	1,235.92
602 - WATER FUND	351,036.46
603 - ELECTRIC FUND	1,049,649.38
604 - SEWER FUND	236,065.82
612 - SOLID WASTE FUND	3,502.47
620 - COMMUNITY CENTER	3,584.15
621 - AFTERSCHOOL/YOUTH PROGRAM	117.80
Grand Total:	1,784,014.67

Account Summary

Account Number	Account Name	Expense Amount
101-4111-42310	PUBLISHING	68.83
101-4196-42210	PROFESSIONAL SERVICES	989.00
101-4196-43110	SUPP & MAT-MV PARTS	391.07
101-4221-42910	OTHER CURRENT EXPEN...	121.96
101-4221-43060	SUPP & MAT-GAS,OIL,TI...	41.90
101-4221-43110	SUPP & MAT-MV PARTS	253.97
101-4221-43210	SUPP & MAT-TOOLS & T...	513.75
101-4311-42810	UTILITIES	9.00
101-4311-43110	SUPP & MAT-MV PARTS	41.70
101-4311-43115	SUPP & MAT-GAS,OIL,TI...	125.16
101-4311-43210	SUPP & MAT-TOOLS & T...	280.99
101-4311-43240	SUPP & MAT-BITUMINO...	4,470.00
101-4311-43540	SUPP & MAT-SHOP SUPP...	84.31
101-4311-54330	IMPROVEMENTS	85,944.23
101-4315-54330	IMPROVEMENTS	30,425.40
101-4551-43030	SUPP & MAT-DUES & SU...	1,108.68
101-4570-42530	REP & MAINT-BLDG & S...	411.26
101-4570-42810	UTILITIES	3.00
101-4570-42910	OTHER CURRENT EXPEN...	2,561.34
101-4570-43120	SUPP & MAT-MACH PAR...	288.50
101-4570-43210	SUPP & MAT-TOOLS & T...	374.98
101-4570-43290	PLAYGROUND & ATHLET...	772.94
101-4570-54330	IMPROVEMENTS	4,915.29
101-4580-42530	REP & MAINT-BLDG & S...	9.99
101-4580-42680	SUPP & MAT-CONCESSI...	3,904.19
101-4580-43040	SUPP & MAT-JANITOR E...	111.23
220-4663-42210	PROFESSIONAL SERVICES	600.00
517-4317-54300	PROF SVCS FOR CAPITAL...	1,235.92
602-4333-42210	PROFESSIONAL SERVICES	193.75
602-4333-42540	REP & MAINT-PLANT EQ...	393.98
602-4333-43115	SUPP & MAT-GAS,OIL,TI...	62.58
602-4333-43260	SUPP & MAT-CHEMICALS	27.50
602-4334-42210	PROFESSIONAL SERVICES	319.00
602-4334-42530	REP & MAINT-BLDG & S...	6.33
602-4334-43020	SUPP & MAT-OFF SUPP	21.99
602-4334-43115	SUPP & MAT-GAS,OIL,TI...	62.58
602-4334-43500	SUPP & MAT-VALVES, M...	23.97
602-4334-43550	SUPP & MAT-SAFETY EQ...	27.00
602-4334-54300	PROF SVCS FOR CAPITAL...	1,002.60
602-4334-54330	IMPROVEMENTS	348,862.10
602-4335-42210	PROFESSIONAL SERVICES	14.98
602-4335-42810	UTILITIES	18.10
603-4316-54330	IMPROVEMENTS	9,849.87
603-4341-42410	RENTALS	162.00

Account Summary

Account Number	Account Name	Expense Amount
603-4341-42610	SUPP & MAT-ENERGY	207,216.82
603-4341-42615	SUPP & MAT-DEMAND	321,786.24
603-4341-42620	SUPP & MAT-TRANSMISS..	84,787.86
603-4341-43115	SUPP & MAT-GAS,OIL,TI...	26,723.34
603-4342-42530	REP & MAINT-BLDG & S...	20.60
603-4342-42910	OTHER CURRENT EXPEN...	19.00
603-4342-43110	SUPP & MAT-MV PARTS	465.98
603-4342-43115	SUPP & MAT-GAS,OIL,TI...	250.32
603-4342-54330	IMPROVEMENTS	398,227.41
603-4343-42210	PROFESSIONAL SERVICES	48.67
603-4343-42810	UTILITIES	19.82
603-4343-43020	SUPP & MAT-OFF SUPP	71.45
604-4325-42210	PROFESSIONAL SERVICES	319.00
604-4325-42530	REP & MAINT-BLDG & S...	4.75
604-4325-42630	SUPP & MAT-SEWER MA...	22.99
604-4325-43020	SUPP & MAT-OFF SUPP	16.49
604-4325-43110	SUPP & MAT-MV PARTS	16.99
604-4325-43115	SUPP & MAT-GAS,OIL,TI...	62.58
604-4325-43550	SUPP & MAT-SAFETY EQ...	27.00
604-4325-54300	PROF SVCS FOR CAPITAL...	516.50
604-4325-54330	IMPROVEMENTS	234,961.64
604-4326-43115	SUPP & MAT-GAS,OIL,TI...	62.58
604-4326-43260	SUPP & MAT-CHEMICALS	27.49
604-4327-42210	PROFESSIONAL SERVICES	11.23
604-4327-42810	UTILITIES	16.58
612-4323-42520	REP & MAINT-MV EQUIP	3,490.47
612-4323-42810	UTILITIES	12.00
620-4531-43040	SUPP & MAT-JANITOR E...	215.20
620-4532-42210	PROFESSIONAL SERVICES	672.80
620-4532-43260	SUPP & MAT-CHEMICALS	1,840.76
620-4537-42670	SERVICE CONTRACT	854.00
620-4537-43320	SUPP & MAT - EQUIP	1.39
621-4540-42160	INFORMATION TECHNO...	117.80
Grand Total:		1,784,014.67

Project Account Summary

Project Account Key	Expense Amount
None	667,736.63
EGAN CONST - NR	385,815.36
EGAN WATER CON REIMB	211,295.27
EGAN WWTR CON REIMB	119,367.00
FEMA BRIDGES REIMB	1,235.92
GREEN SUB IMP NR	398,227.41
RURAL-FIRE-REIMB	337.08
Grand Total:	1,784,014.67

Authorization Signatures

 Roy J. Lindsay Jr. Mayor

 Amy L Wills Finance Officer



Expense Approval Report by Vendor

By Vendor Name

Payment Dates 7/13/2026 - 7/15/2026

Vendor Name	Description (Item)	Amount
Vendor: 005725 - AAA COLLECTIONS INC		
AAA COLLECTIONS INC	Collection Services	46.33
AAA COLLECTIONS INC	Collection Services	150.59
AAA COLLECTIONS INC	Collection Services	34.75
Vendor 005725 - AAA COLLECTIONS INC Total:		231.67
Vendor: 003890 - ACE HARDWARE		
ACE HARDWARE	Air Filter	26.99
ACE HARDWARE	Chainsaw Parts	59.98
ACE HARDWARE	Fire Nozzle	33.98
Vendor 003890 - ACE HARDWARE Total:		120.95
Vendor: 006007 - AMAZON CAPITAL SERVICES INC		
AMAZON CAPITAL SERVICES I...	Cables & Chargers	120.89
AMAZON CAPITAL SERVICES I...	Label Protectors	114.50
AMAZON CAPITAL SERVICES I...	Craft/Event Supplies	595.88
AMAZON CAPITAL SERVICES I...	Wicket & Ball Replacements, ...	64.94
AMAZON CAPITAL SERVICES I...	Air Hose Fitting	10.96
AMAZON CAPITAL SERVICES I...	Sandpaper, Sponges, Impeller	84.08
AMAZON CAPITAL SERVICES I...	Pool Pump Knob	23.98
AMAZON CAPITAL SERVICES I...	Candy & Cups	170.37
AMAZON CAPITAL SERVICES I...	Mouse & Elkay Filters	62.04
AMAZON CAPITAL SERVICES I...	Mouse & Elkay Filters	201.65
AMAZON CAPITAL SERVICES I...	Mouse & Elkay Filters	46.53
AMAZON CAPITAL SERVICES I...	Shelves	69.99
AMAZON CAPITAL SERVICES I...	TV Remotes	40.19
AMAZON CAPITAL SERVICES I...	Organizers	69.47
AMAZON CAPITAL SERVICES I...	Back Pack	40.75
Vendor 006007 - AMAZON CAPITAL SERVICES INC Total:		1,716.22
Vendor: 005376 - AT & T MOBILITY		
AT & T MOBILITY	Fire Dept Phones & Data - 287...	144.70
Vendor 005376 - AT & T MOBILITY Total:		144.70
Vendor: 006048 - BERRY FAST BICYCLES LLC		
BERRY FAST BICYCLES LLC	Bikes/Accessories - Bike Safety	1,000.00
Vendor 006048 - BERRY FAST BICYCLES LLC Total:		1,000.00
Vendor: 005483 - CITY OF BROOKINGS		
CITY OF BROOKINGS	June Gate Fees	5,139.08
Vendor 005483 - CITY OF BROOKINGS Total:		5,139.08
Vendor: 002450 - CITY OF SIOUX FALLS		
CITY OF SIOUX FALLS	MAC Pool & Spa Bacteria Test...	474.60
Vendor 002450 - CITY OF SIOUX FALLS Total:		474.60
Vendor: 003370 - CLASSIC CONVENIENCE INC		
CLASSIC CONVENIENCE INC	Fuel	41.00
Vendor 003370 - CLASSIC CONVENIENCE INC Total:		41.00
Vendor: 000035 - COLES PETROLEUM PRODUCTS INC		
COLES PETROLEUM PRODUCTS..	Jet Fuel	11,850.00
Vendor 000035 - COLES PETROLEUM PRODUCTS INC Total:		11,850.00
Vendor: 005940 - COLMAN BUILDING CENTER		
COLMAN BUILDING CENTER	Lumber	98.55
Vendor 005940 - COLMAN BUILDING CENTER Total:		98.55
Vendor: 006251 - COMDATA, INC		
COMDATA, INC	Google - Monthly Subscription	18.62
COMDATA, INC	Amazon - Robert's Rules of Or...	35.52

Expense Approval Report by Vendor

Payment Dates: 7/13/2026 - 7/15/2026

Vendor Name	Description (Item)	Amount
COMDATA, INC	Als Oasis - Meals (FO School)	52.65
COMDATA, INC	Cedar Shore - Meals (FO Schoo..	37.52
COMDATA, INC	Circle K - Fuel (FO School)	63.75
COMDATA, INC	Lewis - FO SCHOOL Basket	31.82
COMDATA, INC	Gaylens - FO SCHOOL Basket	32.38
COMDATA, INC	Sam's Club - Office Supplies	28.96
COMDATA, INC	ChatGPT - Monthly Subscripti...	20.84
COMDATA, INC	Adobe - Monthly Subscription	24.42
COMDATA, INC	Uber - Travel (MS-ISAC)	39.94
COMDATA, INC	Uber - Travel (MS-ISAC)	27.94
COMDATA, INC	SF Regional Airport - Parking ...	60.00
COMDATA, INC	Uber - Travel (MS-ISAC)	5.00
COMDATA, INC	Uber - Travel (MS-ISAC)	5.99
COMDATA, INC	Caribe Royale Resort - Lodging	630.00
COMDATA, INC	Google - Monthly Subscription	9.31
COMDATA, INC	ChatGPT - Monthly Subscripti...	20.84
COMDATA, INC	Adobe - Stock Photo	31.85
COMDATA, INC	SDAFF - HR School Registration	60.00
COMDATA, INC	Shell - Fuel	52.00
COMDATA, INC	One Stop - Fuel	44.51
COMDATA, INC	Taco Johns - Meal	21.52
COMDATA, INC	Google - Monthly Subscription	9.31
COMDATA, INC	ASFPM - Membership Dues	180.00
COMDATA, INC	Coffee Cup - Fuel (BO Training)	46.10
COMDATA, INC	Conoco - Fuel (BO Training)	52.36
COMDATA, INC	Coffee Cup - Fuel (BO Training)	43.31
COMDATA, INC	Two Way Radio - Replacement..	287.12
COMDATA, INC	Comfort Inn - Tax Refund	-37.80
COMDATA, INC	Pierre Ramkota - 4% Rebate	-5.21
COMDATA, INC	Pierre Ramkota - Lodging	130.37
COMDATA, INC	Comfort Inn - Lodging	463.80
COMDATA, INC	Holiday Inn - Lodging	481.88
COMDATA, INC	Holiday Inn - Lodging	481.88
COMDATA, INC	FAA Drone Zone - Registration	5.00
COMDATA, INC	DropBox - Yearly Subscription	573.48
COMDATA, INC	Cowboy Store - Fuel	44.00
COMDATA, INC	Hampton Inn - Lodging (Fire S...	500.00
COMDATA, INC	Hampton Inn - Lodging (Fire S...	672.00
COMDATA, INC	Hampton Inn - Lodging (Fire S...	1,000.00
COMDATA, INC	SD FF Association - Registration	185.00
COMDATA, INC	Facebook - Event Promotion	12.67
COMDATA, INC	ARSL - Conference Registration	300.00
COMDATA, INC	Zoom - Yearly Subscription	149.90
COMDATA, INC	Google - Chrome Device Man...	55.97
COMDATA, INC	AWE Acquisition - Learning Ke...	66.55
COMDATA, INC	GymMasster - Monthly Subscr...	437.91
COMDATA, INC	PoolZoom - Amphenol Plug	35.02
COMDATA, INC	PSI Exams - Water Dist. Class 2	73.28
COMDATA, INC	PSI Exams - Registration	73.28
COMDATA, INC	USPS - Postage	23.00
COMDATA, INC	Brookings DMV - DL Renewal	45.00
COMDATA, INC	Brookings DMV - DL Renewal	45.00
COMDATA, INC	SDSWMA - Registration	325.00
COMDATA, INC	Sling - Monthly Subscription	99.75
COMDATA, INC	NG Nutra - Supplements	2,111.59
COMDATA, INC	American Red Cross - First Aid/..	294.00
COMDATA, INC	JDP-Background Check(Flag F...	32.00
COMDATA, INC	Google - Monthly Subscription	26.76
COMDATA, INC	Walmart - ASP Groceries	504.27

Expense Approval Report by Vendor

Payment Dates: 7/13/2026 - 7/15/2026

Vendor Name	Description (Item)	Amount
COMDATA, INC	Walmart - ASP Groceries	134.41
Vendor 006251 - COMDATA, INC Total:		11,313.34
Vendor: 006259 - CRAFTCO, INC		
CRAFTCO, INC	Patching Materials	7,434.00
Vendor 006259 - CRAFTCO, INC Total:		7,434.00
Vendor: 000373 - DAKOTA STATE UNIVERSITY		
DAKOTA STATE UNIVERSITY	Business Cards	15.20
DAKOTA STATE UNIVERSITY	Business Cards, Name Tag	67.60
DAKOTA STATE UNIVERSITY	Business Cards - Dan Whitlock	11.40
DAKOTA STATE UNIVERSITY	May 2026 Utilities	9,001.01
DAKOTA STATE UNIVERSITY	Discipline Forms	97.50
Vendor 000373 - DAKOTA STATE UNIVERSITY Total:		9,192.71
Vendor: 006002 - DUTTON-LAINSON COMPANY		
DUTTON-LAINSON COMPANY	Rod mount for ERTs	228.92
Vendor 006002 - DUTTON-LAINSON COMPANY Total:		228.92
Vendor: 000058 - F & M COOP OIL CO		
F & M COOP OIL CO	Finance Charge	3.27
F & M COOP OIL CO	Propane	24.90
Vendor 000058 - F & M COOP OIL CO Total:		28.17
Vendor: 000340 - GREATER MADISON AREA CHAMBER		
GREATER MADISON AREA CH...	Bid Tax Funding (April, May, J...	2,959.00
Vendor 000340 - GREATER MADISON AREA CHAMBER Total:		2,959.00
Vendor: 006353 - GULLICKSON/LIBBIE		
GULLICKSON/LIBBIE	Classes at Community Center ...	208.00
Vendor 006353 - GULLICKSON/LIBBIE Total:		208.00
Vendor: 003152 - HAWKINS INC		
HAWKINS INC	Chemicals	1,704.36
Vendor 003152 - HAWKINS INC Total:		1,704.36
Vendor: 000068 - HOME SERVICE WATER CONDITIONING LLC		
HOME SERVICE WATER COND...	Salt - Fire Dept	47.00
Vendor 000068 - HOME SERVICE WATER CONDITIONING LLC Total:		47.00
Vendor: 005438 - I STATE TRUCK CENTER		
I STATE TRUCK CENTER	DEF Filter - #36A	135.08
Vendor 005438 - I STATE TRUCK CENTER Total:		135.08
Vendor: 005394 - INFOTECH SOLUTIONS LLC		
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	171.18
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	500.23
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	52.79
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	104.40
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	52.79
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	105.58
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	317.74
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	1,447.61
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	148.30
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	331.56
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	148.17
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	960.24
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	90.54
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	104.75
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	75.34
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	550.80
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	1,024.86
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	330.18
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	7.53
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	413.87
INFOTECH SOLUTIONS LLC	Monthly Software & Mainten...	77.98
Vendor 005394 - INFOTECH SOLUTIONS LLC Total:		7,016.44

Expense Approval Report by Vendor

Payment Dates: 7/13/2026 - 7/15/2026

Vendor Name	Description (Item)	Amount
Vendor: 003474 - LAKE COUNTY REGISTER OF DEEDS		
LAKE COUNTY REGISTER OF D...	Utility Easement	30.00
Vendor 003474 - LAKE COUNTY REGISTER OF DEEDS Total:		30.00
Vendor: 002388 - LEWIS & CLARK REGIONAL WATER SYSTEM		
LEWIS & CLARK REGIONAL W...	Purchased Water	12,180.00
Vendor 002388 - LEWIS & CLARK REGIONAL WATER SYSTEM Total:		12,180.00
Vendor: 003885 - LEWIS DRUGS INC		
LEWIS DRUGS INC	Animal Shelter Supplies - Acct...	46.96
Vendor 003885 - LEWIS DRUGS INC Total:		46.96
Vendor: 002818 - MADISON AREA DEVELOPMENT CORP		
MADISON AREA DEVELOPME...	Forward Madison - 3rd Qtr	27,000.00
MADISON AREA DEVELOPME...	3rd Qtr Allotment	31,500.00
Vendor 002818 - MADISON AREA DEVELOPMENT CORP Total:		58,500.00
Vendor: 006069 - MIDCONTINENT COMMUNICATIONS		
MIDCONTINENT COMMUNIC...	Business Internet - Back-up	107.45
MIDCONTINENT COMMUNIC...	Business Internet - Back-up	18.01
MIDCONTINENT COMMUNIC...	Business Internet - Back-up	8.55
MIDCONTINENT COMMUNIC...	Business Internet - Back-up	18.01
MIDCONTINENT COMMUNIC...	Business Internet - Back-up	44.87
MIDCONTINENT COMMUNIC...	Business Internet - Back-up	98.29
MIDCONTINENT COMMUNIC...	Business Internet - 107647103	140.65
MIDCONTINENT COMMUNIC...	Business Internet - 376152001	28.13
MIDCONTINENT COMMUNIC...	Business Internet	28.13
MIDCONTINENT COMMUNIC...	Business Internet - 376152001	91.42
MIDCONTINENT COMMUNIC...	Business Internet - 376152601	278.76
MIDCONTINENT COMMUNIC...	Business Internet	91.42
MIDCONTINENT COMMUNIC...	Business Internet - 376152001	21.10
MIDCONTINENT COMMUNIC...	Business Internet	21.10
Vendor 006069 - MIDCONTINENT COMMUNICATIONS Total:		995.89
Vendor: 000120 - MIDWEST ALARM CO		
MIDWEST ALARM CO	Alarm Monitoring	23.43
MIDWEST ALARM CO	Alarm Monitoring	76.14
MIDWEST ALARM CO	Alarm Monitoring	17.57
Vendor 000120 - MIDWEST ALARM CO Total:		117.14
Vendor: 000045 - MPOWER TECHNOLOGIES INC		
MPOWER TECHNOLOGIES INC	GIS Mapping Services	562.50
Vendor 000045 - MPOWER TECHNOLOGIES INC Total:		562.50
Vendor: 004801 - MRG HAUFF		
MRG HAUFF	Base Plug, Nets	245.00
Vendor 004801 - MRG HAUFF Total:		245.00
Vendor: 000117 - NORTHWESTERN ENERGY		
NORTHWESTERN ENERGY	General Gov't Building - 3607...	12.00
NORTHWESTERN ENERGY	Animal Shelter - 3349100-2	12.65
NORTHWESTERN ENERGY	Fire Dept - 2544283-1	15.92
NORTHWESTERN ENERGY	Library - 2541218-0	34.10
NORTHWESTERN ENERGY	Armory - 2541047-3	12.00
NORTHWESTERN ENERGY	SportsPlex - 4161167-4	12.00
NORTHWESTERN ENERGY	City Pool - 2543114-9	1,173.96
Vendor 000117 - NORTHWESTERN ENERGY Total:		1,272.63
Vendor: 006148 - OLINGER/SAVANNAH		
OLINGER/SAVANNAH	Travel Reimb - TrenDigital Con...	73.95
Vendor 006148 - OLINGER/SAVANNAH Total:		73.95
Vendor: 000677 - ONE STOP		
ONE STOP	Fuel	65.84
Vendor 000677 - ONE STOP Total:		65.84
Vendor: 006365 - PGW AUTOGLASS, LLC		
PGW AUTOGLASS, LLC	Window/Windshield	170.35

Expense Approval Report by Vendor

Payment Dates: 7/13/2026 - 7/15/2026

Vendor Name	Description (Item)	Amount
PGW AUTOGLASS, LLC	Coating Solution	6.51
PGW AUTOGLASS, LLC	Adhesive	10.75
Vendor 006365 - PGW AUTOGLASS, LLC Total:		187.61
Vendor: 005236 - PORTA PROS INC DBA A-1 PORTABLE TOILETS		
PORTA PROS INC DBA A-1 PO...	Toilet Rental	162.00
Vendor 005236 - PORTA PROS INC DBA A-1 PORTABLE TOILETS Total:		162.00
Vendor: 000525 - PROSTROLLO AUTO PLAZA CO		
PROSTROLLO AUTO PLAZA CO	Part	114.14
Vendor 000525 - PROSTROLLO AUTO PLAZA CO Total:		114.14
Vendor: 005440 - RIGGIN/MORRIS A		
RIGGIN/MORRIS A	Fuel Stipend - 1st Qtr 2026	1,963.18
Vendor 005440 - RIGGIN/MORRIS A Total:		1,963.18
Vendor: 000030 - RUNNINGS SUPPLY INC		
RUNNINGS SUPPLY INC	Boltsnap, Bucket	51.12
RUNNINGS SUPPLY INC	Squeegee	34.99
RUNNINGS SUPPLY INC	Milwaukee Batteries, Cable	492.99
RUNNINGS SUPPLY INC	Cleaner	63.96
RUNNINGS SUPPLY INC	Grease Gun, Battery	757.00
RUNNINGS SUPPLY INC	Bags, Gloves	9.88
RUNNINGS SUPPLY INC	Flowers	26.94
RUNNINGS SUPPLY INC	Hitch Pin, Finishing Pad	11.97
RUNNINGS SUPPLY INC	Lawn Food	59.96
RUNNINGS SUPPLY INC	Mender	8.94
Vendor 000030 - RUNNINGS SUPPLY INC Total:		1,517.75
Vendor: 005952 - SAME DAY EXPRESS		
SAME DAY EXPRESS	Water Sample Delivery	20.00
SAME DAY EXPRESS	Water Sample Delivery	20.00
Vendor 005952 - SAME DAY EXPRESS Total:		40.00
Vendor: 005293 - SD ONE CALL		
SD ONE CALL	One Call Services	44.35
SD ONE CALL	One Call Services	44.35
SD ONE CALL	One Call Services	45.70
Vendor 005293 - SD ONE CALL Total:		134.40
Vendor: 005322 - SDN COMMUNICATIONS		
SDN COMMUNICATIONS	Library Internet Acct - 031789	516.79
Vendor 005322 - SDN COMMUNICATIONS Total:		516.79
Vendor: 006300 - SILVER SCREEN SD, INC		
SILVER SCREEN SD, INC	Dakota Cinema Advertising (J...	75.00
SILVER SCREEN SD, INC	Dakota Cinema Advertising (J...	25.00
SILVER SCREEN SD, INC	Dakota Cinema Advertising (J...	50.00
Vendor 006300 - SILVER SCREEN SD, INC Total:		150.00
Vendor: 006366 - SIR LINES-A-LOT, LLC		
SIR LINES-A-LOT, LLC	Remove & Repaint Markings	4,897.00
Vendor 006366 - SIR LINES-A-LOT, LLC Total:		4,897.00
Vendor: 005921 - SODEXO INC & AFFILIATES		
SODEXO INC & AFFILIATES	2026 Pool Concessions	1,045.10
SODEXO INC & AFFILIATES	2026 Pool Concessions	1,209.08
Vendor 005921 - SODEXO INC & AFFILIATES Total:		2,254.18
Vendor: 003620 - STURDEVANTS MADISON INC		
STURDEVANTS MADISON INC	Sensor	27.69
STURDEVANTS MADISON INC	Oil Filter - #65	36.90
STURDEVANTS MADISON INC	Filters, Swivel, Wrench	60.02
Vendor 003620 - STURDEVANTS MADISON INC Total:		124.61
Vendor: 001054 - SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER		
SWEETMAN CONSTRUCTION ...	G-2 Asphalt	2,414.25
SWEETMAN CONSTRUCTION ...	G-2 Asphalt	2,328.75

Expense Approval Report by Vendor

Payment Dates: 7/13/2026 - 7/15/2026

Vendor Name	Description (Item)	Amount
SWEETMAN CONSTRUCTION ...	G-2 Asphalt	2,326.50
Vendor 001054 - SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER Total:		7,069.50
Vendor: 000151 - TIMMER SUPPLY CO		
TIMMER SUPPLY CO	Parts	8.07
TIMMER SUPPLY CO	Lever	9.20
Vendor 000151 - TIMMER SUPPLY CO Total:		17.27
Vendor: 000445 - WHEALY/MARK		
WHEALY/MARK	Classes @ Community Center ...	57.00
Vendor 000445 - WHEALY/MARK Total:		57.00
Vendor: 006258 - WILLS/ELLIE		
WILLS/ELLIE	June Animal Shelter Cleaning	1,000.00
Vendor 006258 - WILLS/ELLIE Total:		1,000.00
Grand Total:		155,379.13

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	84,649.12
211 - LODGING & ENTERTAINMENT TAX	31,500.00
214 - BUSINESS IMPR DISTRICT BID	2,959.00
602 - WATER FUND	13,338.69
603 - ELECTRIC FUND	2,636.04
604 - SEWER FUND	471.23
612 - SOLID WASTE FUND	5,496.51
620 - COMMUNITY CENTER	13,446.87
621 - AFTERSCHOOL/YOUTH PROGRAM	881.67
Grand Total:	155,379.13

Account Summary

Account Number	Account Name	Payment Amount
101-4111-42160	INFORMATION TECHNO...	171.18
101-4111-43020	SUPP & MAT-OFF SUPP	15.20
101-4111-43030	SUPP & MAT-DUES & SU...	18.62
101-4142-42160	INFORMATION TECHNO...	607.68
101-4142-42700	TRAINING & PROF DEV	35.52
101-4142-42710	TRAVEL EXPENSE	153.92
101-4142-42910	OTHER CURRENT EXPEN...	67.47
101-4142-43020	SUPP & MAT-OFF SUPP	96.56
101-4142-43030	SUPP & MAT-DUES & SU...	45.26
101-4144-42160	INFORMATION TECHNO...	70.80
101-4145-42160	INFORMATION TECHNO...	112.95
101-4145-42710	TRAVEL EXPENSE	768.87
101-4145-43020	SUPP & MAT-OFF SUPP	120.89
101-4145-43030	SUPP & MAT-DUES & SU...	9.31
101-4146-42160	INFORMATION TECHNO...	52.79
101-4146-42210	PROFESSIONAL SERVICES	75.00
101-4146-42710	TRAVEL EXPENSE	73.95
101-4146-43030	SUPP & MAT-DUES & SU...	52.69
101-4147-42160	INFORMATION TECHNO...	123.59
101-4147-42700	TRAINING & PROF DEV	60.00
101-4147-42710	TRAVEL EXPENSE	118.03
101-4147-43030	SUPP & MAT-DUES & SU...	9.31
101-4192-42810	UTILITIES	24.65
101-4196-42160	INFORMATION TECHNO...	362.61
101-4196-42910	OTHER CURRENT EXPEN...	30.00
101-4196-43020	SUPP & MAT-OFF SUPP	11.40
101-4196-43030	SUPP & MAT-DUES & SU...	180.00
101-4196-43060	SUPP & MAT-GAS,OIL,TI...	141.77
101-4211-42160	INFORMATION TECHNO...	1,545.90
101-4211-42560	REP & MAINT-RADIOS	287.12
101-4211-42670	SERVICE CONTRACT - AN...	1,000.00
101-4211-42710	TRAVEL EXPENSE	1,514.92
101-4211-43030	SUPP & MAT-DUES & SU...	578.48
101-4211-43060	SUPP & MAT-GAS,OIL,TI...	44.00
101-4211-43110	SUPP & MAT-MV PARTS	329.44
101-4211-43430	SUPP & MAT-DOG POU...	160.06
101-4221-42160	INFORMATION TECHNO...	293.00
101-4221-42530	REP & MAINT-BLDG & S...	47.00
101-4221-42710	TRAVEL EXPENSE	2,172.00
101-4221-42810	UTILITIES	15.92
101-4221-43030	SUPP & MAT-DUES & SU...	185.00
101-4221-43060	SUPP & MAT-GAS,OIL,TI...	106.84
101-4221-43210	SUPP & MAT-TOOLS & T...	492.99
101-4311-42160	INFORMATION TECHNO...	331.56

Account Summary

Account Number	Account Name	Payment Amount
101-4311-42210	PROFESSIONAL SERVICES	44.35
101-4311-43110	SUPP & MAT-MV PARTS	171.98
101-4311-43240	SUPP & MAT-BITUMINO...	7,069.50
101-4311-43270	SUPP & MAT-CRACK SEA...	7,434.00
101-4351-42160	INFORMATION TECHNO...	148.17
101-4351-42210	PROFESSIONAL SERVICES	1,963.18
101-4351-43520	SUPP & MAT RUNWAY E...	4,897.00
101-4351-47820	FUEL/OIL FOR RESALE	11,850.00
101-4551-42160	INFORMATION TECHNO...	1,477.03
101-4551-42310	PUBLISHING	37.67
101-4551-42710	TRAVEL EXPENSE	300.00
101-4551-42810	UTILITIES	34.10
101-4551-43020	SUPP & MAT-OFF SUPP	114.50
101-4551-43030	SUPP & MAT-DUES & SU...	205.87
101-4551-43630	SPECIAL EVENT SUPPLIES	595.88
101-4551-54360	CAP OUTLAY-BOOKS	131.49
101-4561-42810	UTILITIES	12.00
101-4562-42160	INFORMATION TECHNO...	231.19
101-4562-42810	UTILITIES	12.00
101-4562-43030	SUPP & MAT-DUES & SU...	437.91
101-4570-42160	INFORMATION TECHNO...	104.75
101-4570-42410	RENTALS	162.00
101-4570-42530	REP & MAINT-BLDG & S...	126.78
101-4570-42540	REP & MAINT-PLANT EQ...	59.98
101-4570-43120	SUPP & MAT-MACH PAR...	63.96
101-4570-43210	SUPP & MAT-TOOLS & T...	851.00
101-4570-43290	PLAYGROUND & ATHLET...	245.00
101-4570-43330	SUPP & MAT-TREES	36.82
101-4580-42160	INFORMATION TECHNO...	75.34
101-4580-42210	PROFESSIONAL SERVICES	514.60
101-4580-42530	REP & MAINT-BLDG & S...	164.95
101-4580-42540	REP & MAINT-PLANT EQ...	23.98
101-4580-42680	SUPP & MAT-CONCESSI...	2,424.55
101-4580-42810	UTILITIES	1,173.96
101-4580-42910	OTHER CURRENT EXPEN...	35.02
101-4580-43260	SUPP & MAT-CHEMICALS	1,704.36
101-4653-45990	LAIC-FORWARD MADIS...	27,000.00
211-4660-45930	LAKE AREA IMP CORP	31,500.00
214-4662-45670	CHAMBER OF COMMER...	2,959.00
602-4331-42600	SUPP & MAT-PURCHASE...	12,180.00
602-4334-42210	PROFESSIONAL SERVICES	44.35
602-4334-42700	TRAINING & PROF DEV	146.56
602-4334-43020	SUPP & MAT-OFF SUPP	62.04
602-4334-43500	SUPP & MAT-VALVES, M...	228.92
602-4335-42160	INFORMATION TECHNO...	630.49
602-4335-45580	BAD DEBT EXPENSE	46.33
603-4342-42210	PROFESSIONAL SERVICES	631.20
603-4342-43030	SUPP & MAT-DUES & SU...	90.00
603-4343-42160	INFORMATION TECHNO...	1,562.60
603-4343-43020	SUPP & MAT-OFF SUPP	201.65
603-4343-45580	BAD DEBT EXPENSE	150.59
604-4325-43020	SUPP & MAT-OFF SUPP	46.53
604-4327-42160	INFORMATION TECHNO...	389.95
604-4327-45580	BAD DEBT EXPENSE	34.75
612-4323-42160	INFORMATION TECHNO...	7.53
612-4323-42700	TRAINING & PROF DEV	325.00
612-4323-42750	GATE FEES	5,139.08
612-4323-43115	SUPP & MAT-GAS,OIL,TI...	24.90

Account Summary

Account Number	Account Name	Payment Amount
620-4531-42160	INFORMATION TECHNO...	413.87
620-4531-42230	ADVERTISING	50.00
620-4531-42810	UTILITIES	9,001.01
620-4531-43020	SUPP & MAT-OFF SUPP	110.18
620-4531-43030	SUPP & MAT-DUES & SU...	99.75
620-4531-43100	MERCHANDISE EXPENSE	2,111.59
620-4532-42240	RED CROSS LESSON FEE	363.47
620-4535-43630	SPECIAL EVENTS	32.00
620-4537-42670	SERVICE CONTRACT	265.00
620-4537-42920	FITNESS EVENTS	1,000.00
621-4540-42160	INFORMATION TECHNO...	77.98
621-4540-42910	OTHER CURRENT EXPEN...	97.50
621-4540-43030	SUPP & MAT-DUES & SU...	26.76
621-4540-43600	SUPP & MAT-FOOD	638.68
621-4540-43615	SUPP & MAT-EQUIPMENT	40.75
Grand Total:		155,379.13

Project Account Summary

Project Account Key	Payment Amount
None	155,038.13
LITERACY BRIDGES - NON REIMB	300.00
RURAL-FIRE-REIMB	41.00
Grand Total:	155,379.13

Authorization Signatures

Roy J. Lindsay Jr. Mayor

Amy L Wills Finance Officer

Vendor Publication Report

Payment Date Range: 07/02/2026 - 07/02/2026

Vendor Name	Vendor Number	Total Payments
AFLAC	000003	5,238.67
DELTA DENTAL	003716	7,776.62
HEALTH POOL OF SOUTH DAKOTA	000505	56,625.61
IRS-EFTPS	005583	57,642.90
LOCAL UNION #426, IBEW	000843	550.00
MADISON NATIONAL LIFE INSURANCE COMPANY INC	006342	283.75
OFFICE-CHILD SUPPORT ENFORCE	005096	509.84
OPTILEGRA, INC	006128	855.81
SD RETIREMENT SYSTEM	000136	29,278.20
SD RETIREMENT SYSTEM	005898	11,397.00
TEAMSTERS LOCAL NO 120	000850	869.00
Grand Total:		171,027.40

CITY OF MADISON
PERSONNEL FOR CONSENT
July 2026

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
WILLIAMS, ANDREW	7/12/2026	FT	FT	\$29.75	\$31.25	SENIOR POLICE OFFICER

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the 15th day of July, 2026, between The City of Madison, South Dakota (the "City") and Jennifer Gant ("the Contractor"), of Madison, SD.

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform the services of Animal Control and the Contractor hereby accepts such engagement.
2. **Duties, Term, and Compensation.** The Contractor's duties shall be as set forth in the attached as Exhibit "A", which may be amended in writing from time to time or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the City, and which collectively are hereby incorporated by reference. This engagement shall commence upon execution of this Agreement and shall continue in full force and effect as of July 15, 2026. Compensation for the services required and provided herein will be a flat fee of \$ 1,000 per month. The contractor is responsible for finding a substitute to render the services contemplated herein.
3. **Expenses.** Contractor shall be responsible for recording expenses incurred in performance of this Agreement and shall submit the same to the City within 5 business days of incurring the same for reimbursement. The City will reimburse the Contractor within 30 days of submission. No expenses exceeding \$50.00 should be incurred by the Contractor before discussing the same with the City.
4. **Written Reports.** The City may request written reports on incidents or progress, and the Contractor will prepare and provide them within 5 business days of the City's request.
5. **Confidentiality.** The Contractor acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the City and/or used by the City in connection with the operation of its business including, without limitation, the City's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the City.
6. **Conflicts of Interest.** The Contractor represents that he/she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much productive time, energy and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the City.
7. **Termination.** The City or Independent Contractor may terminate this Agreement at any time by 10 calendar days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the City may terminate this Agreement immediately.

8. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the City for any purpose. The Contractor is, and will remain, an independent contractor in their relationship with the city. The City shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

9. **Choice of Law.** The laws of the state of South Dakota shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

10. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

11. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

12. **Assignment.** The Contractor shall not assign any of his/her rights under this Agreement or delegate the performance of any of his duties hereunder, without the prior written consent of the City.

13. **Modification or Amendment.** No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

14. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

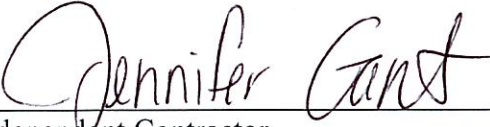
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that scans and electronic signatures shall be as effective as if originals.

CITY OF MADISON, SOUTH DAKOTA

By: _____

Its: _____

[title or position]



Independent Contractor

Attest: _____

Title: _____

Date: _____

Exhibit A
Duties and Responsibilities

1. Feed Animals daily. Kittens and Puppies typically require twice-daily feeding.
2. Clean kennels and outside runs daily. This will require shoveling of the outside dog runs when we get snow.
 - A. Cleaning kennels with detergent and water if dogs are in them daily.
 - B. Mop the floors once a week or as needed.
3. Make sure that supplies are stocked. If you run low, you will be responsible for notifying the Chief of Police or the Administrative Assistant so they can replenish the supplies.
 - a. Supplies will be bought by the city, as needed.
4. All cats should get topical treatment for fleas and worms when you first have contact with them. Dogs should get the same if needed.
5. Give medicine to animals as needed.
6. Almost Home will make appointments and transport animals to the vet when needed.
7. The city will be responsible for changing furnace filters every 3-4 months.
 - a. The city will be responsible for outside snow removal at the front door and overhead door.
 - b. The city will be responsible for general building maintenance. If something needs to be addressed, you must notify the city promptly.
 - c. The city will maintain the heating and cooling for the building as needed.

Date: 7/5/2026

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT, made and entered into this 16th day of July, 2021, by and between Matt Korhnak, an Employee of Parks Dept ("Employee"), and the City of Madison ("Employer"),

WHEREAS, Employee is an at-will employee of Employer and is working for the Employer or being hired by the Employer.

WHEREAS, a minimum qualification of Employee's job duties requires a Class B Commercial Driver's License (CDL) and essential job functions of Employee's position requires the Employee to have a CDL;

WHEREAS the Employer is willing to pay the costs associated with obtaining the CDL, which the parties recognize is at some significant cost and the CDL is transferrable with the Employee and considered a valuable license; and

WHEREAS, Employee and Employer desire to enter into an agreement between themselves in order to spell out the rights and obligations of each other regarding the costs related to the CDL,

NOW, THEREFORE, the parties enter into this agreement and agree as follows:

1. In consideration of Employer's expenditures in sending Employee to the training to obtain the CDL, Employee agrees to either (a) remain in the employment of the Employer for a period of two (2) years from and after the date of Employee's successfully obtaining the CDL; or b) instead reimburse Employer for its actual expenses incurred as a result of Employee's enrollment and/or attendance in the CDL training, including Employee's mileage, wages or salary while in training in the amount exceeding South Dakota's minimum wages in effect at the time of the training, food, lodging and tuition.

2. Notwithstanding the full reimbursement amount required above, Employer agrees that this amount will be reduced by the following based on the number of months of employment that Employee continues after the certification was obtained:

- a. By 25% if employed for 6 months;
- b. By 50% if employed for 12 months; or
- c. By 75% if employed for 18 months.

3. Employer further agrees the reimbursement is only required if the Employee either resigns or is terminated at no fault of the Employee, and then the Employee goes to work in another position in which the CDL is applicable to the new position.

4. Employer reserves the right to waive or reduce any amount owed by the Employee pursuant to the Agreement if it deems extenuating circumstances caused the end of the Employee's employment with Employer.

5. Nothing herein required Employee to stay employed by Employer or otherwise creates a contract of employment or modifies the at-will employment relationship of the parties or shortens any probationary period set forth by the City's personnel policies and/or union agreement.

6. Employee agrees that she/he signs this agreement voluntarily, not under duress, has had the opportunity to consult with an attorney of her/his choice and cost, and acknowledges the Employer's agreement to pay the costs associated with the CDL is sufficient consideration to enter into this Agreement.

7. The parties agree that the terms and conditions in this Agreement shall be construed in accordance with the laws of the State of South Dakota, and any lawsuit related to the Agreement shall be venue in the Circuit Court in which the Employer resides. Both parties waive any attorneys fees related to any challenge to this Agreement.

Signed this 16th day of July, 2026.

Employee Name (Print): Matt Korchnek

Signature: 

Signed this _____ day of _____, 20____.

Supervisor Name (Print): _____

Signature: _____

2000-2001

2001-2002



503 S Highland Avenue
Madison, SD 57042
(605) 256-7500
www.CityofMadisonSD.com

City of Madison
Memorandum – Youth Program Collaboration with EmBe

To: Mayor and City Commission
From: Jameson Berreth, City Administrator
Date: July 20, 2026

EmBe Background

EmBe is a nonprofit based in Sioux Falls dedicated to serving women and families. EmBe provides a variety of programming including childcare, school age care, and programs specific to youth and women. In 2026, EmBe expanded its services to Madison through the opening of the EmBe Education facility on W Center Street. EmBe Education provides childcare and preschool services to children aged four weeks to five years.

Collaboration Opportunity

Since EmBe's introduction to Madison, the City and EmBe engaged in discussions regarding potential collaboration of the After School Program and Summer Program operated in the Community Center. While the City and Community Center have offered school age care through these programs for several years, EmBe offers the opportunity for an organization dedicated specifically to nurturing and empowering children to operate programming at the Community Center.

The Community Center Advisory Committee discussed this topic over several meetings. Some advantages with EmBe included more flexible scheduling for families, increased programming and enhanced curriculum, and a maintained presence of youth at the Community Center. Disadvantages included loss of control over operations and cost of programs which would likely be higher than the City's programs.

The City Commission discussed this topic during the July 6, 2026 regular meeting. Commissioners directed staff to gather more information on projected rates if the City were to keep operations of the programs as well as feedback from current families. Information on rates is provided in this memo, and staff are continuing to collect feedback from families.

Projected Rates

City staff reviewed financials and current enrollment of the After School Program and Summer Program. Of note, the programs received grant funding in past years which has helped with cost of labor and materials and kept cost to participants low. The grants were not long-term opportunities and are no longer available.

The table below shows the current rates and the proposed rates. Proposed rates shown are tentative and intended to give an idea of the increase needed for program to be financially viable.

Rates vary depending on Community Center membership status. Summer Program is organized and billed as four separate sessions, and After School Program is organized and billed by semester or full school year. For ease, costs shown are approximated into a weekly cost.

Approximate Weekly Rates	Current	Proposed
Summer – Member	\$110	\$140
Summer – Nonmember	\$122.50	\$162.50
After School – Member	\$40	\$50
After School – Nonmember	\$46.25	\$53.75

Staff Recommendation

Staff seek further direction from the City Commission. If the City continues to operate the After School Program and Summer Program, rates will continue to be analyzed and adjustments implemented at a future time. If the City transitions operations of the programs to EmBe, staff can prepare a facilities agreement and present it for consideration and action. Based on time needed for preparation and transition, it is likely that the earliest EmBe could begin operations of the programs would be January 1, 2027.

**APPLICATION FOR A TEMPORARY
MALT BEVERAGE LICENSE**

**City of Madison
503 S. Highland Avenue
Madison SD 57042**

Date 7/16/2026

Honorable Mayor
City Commissioners
Madison, South Dakota

I herewith submit my application for a temporary malt beverage license for the date of
August 5th, 2026.

Location Madison Aquatic Center 1000 NE 1st Street - Westside Park Shelter

Fee per license: \$ 50.00 per day

Enclosed is a check in the amount of \$ 50.00 to cover said fee.

Cjshafer LLC dba Sportys Bar and Grill

Name of Firm, Corporation or Partnership Making Application

Madison Community Center - Heat Wave Hustle 5K

Name of Organization, Person or Firm Holding the Event

500 11th Street NE

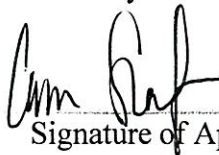
Street Address

Madison

City

57042

Zip Code



Signature of Applicant

7/16/2026

Date

For Office Use Only

Receipt No. _____ Date _____ Amount \$ _____

101-3200-32610

**EXHIBIT A
TASK ORDER**

Task Order No. 020 - 676051

Effective Date: _____

**Task Order Amendment to the
DGR ENGINEERING
Master Agreement for Professional Services**

DeWild Grant Reckert and Associates Company, d/b/a DGR Engineering (Consultant) agrees to provide to: City of Madison (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 1st day of December, 2014.

TASK ORDER PROJECT NAME: 2026 Water and Sewer Rate Analysis

TASK ORDER PROJECT DESCRIPTION: We understand the City of Madison is looking to review existing sewer and water rates, historical usage/consumption and expenditure data, and future project considerations, to perform a cost of service rate analysis for both the water and sewer enterprise funds. Upon completion of the analysis, provide proposed rate considerations to facilitate future enterprise fund needs.

DGR CONTACT PERSON: Trent Bruce, PE

CLIENT CONTACT PERSON: Mike Plooster, Utilities Director

SCOPE OF WORK: Consultant will perform the following continuing services:

1. Water Rate Study
 - a. Review historic information:
 - i. Financial (e.g., audits, and/or annual budget records)
 - ii. Water billing records, including metered consumption by class
 - iii. Water user agreements or bulk contracts for large customers
 - iv. Production, treatment, and distribution operating data
 - v. Customer class definitions
 - vi. Any existing cost allocation methodologies or prior rate studies
 - b. Develop Revenue Requirements
 - i. Project O&M Costs for 5 years into the future.
 - ii. Incorporate the City's anticipated Capital Improvement Plan (CIP) and/or future water enterprise fund obligations
 - c. Perform a Cost of Service rate study following standard methods provided in the American Water Works Association (AWWA) Manual M1 and Manual M54. This will include:
 - i. Classification of system costs into functional categories (supply, treatment, pumping, storage, transmission, distribution, customer service, metering, fire protection – if requested)

- ii. Allocation of costs to customer classes based on usage characteristics, meter size, peaking factors, and service requirements
 - iii. Development of unit costs for:
 - 1. Commodity cost per 1,000 gallons
 - 2. Demand cost per equivalent demand unit, based on class-specific peaking factors
 - 3. Customer cost per account or per meter size
 - 4. Fire protection cost per hydrant or per private fire connection
 - iv. Evaluation of customer class demand patterns and peaking impacts
 - v. Review of wholesale or bulk-water rate structures for consistency with cost-of-service principles
- d. Develop a Recommended Rate Structure that equitably recovers costs from each customer class, including base charges and volumetric charges
- e. Develop a plan to facilitate future rate considerations to meet the projected revenue requirements
- f. Provide a presentation to the City summarizing cost-of-service findings and recommended rate considerations
- g. Provide study deliverables in the form of spreadsheet tables and presentation handouts

2. Wastewater Rate Study

- a. Review historic information:
 - i. Financial (e.g., audits, and/or annual budget records)
 - ii. Wastewater billing records, including flow, loadings, and customer assignments
 - iii. Industrial pretreatment agreements or permits, monitoring data, surcharge agreements, and compliance history
 - iv. Sampling data for BOD, TSS, ammonia, TKN, phosphorous, and other parameters relevant to the City's NPDES discharge permit
 - v. Any existing cost allocation methodologies or prior rate studies
- b. Develop Revenue Requirements
 - i. Project O&M Costs for 5 years into the future
 - ii. Incorporate the City's Capital Improvement Plan (CIP) and/or future water enterprise fund obligations
 - iii. Evaluate cost drivers associated with high-strength waste and industrial dischargers
- c. Perform a Cost of Service rate study following standard methods provided in the Water Environment Federation (WEF) Manual of Practice 27 (MOP 27). This will include:
 - i. Classification of system costs into functional categories (collection, treatment, solids handling, administration, etc.)
 - ii. Allocation of costs to customer classes based on flow, BOD, TSS, ammonia, TDS, and other relevant strength parameters

- iii. Development of unit costs for flow (\$/1,000 gal), BOD (\$/lb), TSS (\$/lb), ammonia (\$/lb), TDS (\$/lb), and/or other parameters as appropriate.
 - iv. Evaluation of the impact of high-strength users and industrial dischargers on system costs
 - v. Review of pretreatment program cost recovery and surcharge structures
- d. Develop a Recommended Rate Structure that equitably recovers costs from each customer class, including base charges, volumetric charges, and strength-based surcharges
- e. Develop a plan to facilitate future rate considerations to meet the projected revenue requirements
- f. Provide a presentation to the City summarizing cost-of-service findings and recommended rate considerations
- g. Provide study deliverables in the form of spreadsheet tables and presentation handouts

3. Additional Services (Optional)

- a. The following services can be provided upon your request, but are outside of the scope of the services described above:
 - i. A written report documenting the process and findings of the rate analysis
 - ii. Additional meetings with system staff, board, or specific customer groups (i.e. meeting with bulk customers to discuss rate impacts)
 - iii. Develop a Capital Improvements Plan and/or develop cost estimates for construction projects
 - iv. Future rate studies or periodic rate reviews
 - v. Funding applications
 - vi. Facility planning or design
 - vii. Development or updates to the City's Industrial Pretreatment Program
 - viii. Development or evaluation of the City's sampling plans
 - ix. Other services that may be defined later outside the scope of work described above
- b. After completion of the initial rate study deliverables, annual updates are recommended to keep the Client's financial model up-to-date. We recommend the Client budget \$5,000-\$7,000 for annual updates for both utilities. Consultant shall complete annual updates at the request of the Client.

ANTICIPATED SCHEDULE: Consultant will have preliminary rate analysis available within 2 months of authorization and will follow up with presentation and final deliverables on a mutually agreed upon schedule between Client and Consultant.

FEE ARRANGEMENT: DGR Engineering proposes to perform the scope of services above for an estimated fee of \$25,000. Any additional services requested by the Client that are not specifically outlined in this proposal shall be invoiced at actual cost or at DGR's standard hourly fees in effect at the time of the request. The current hourly fee schedule is included as Exhibit B.

<u>City of Madison</u>	<u>DeWild Grant Reckert and Associates</u>
(Client)	(Consultant)
By: _____	By:  _____
Roy Lindsay	Trent Bruce, P.E.
Title: _____	Title: _____
Mayor	Vice President
(Authorized signature and Title)	(Authorized signature and Title)
Date: _____	Date: <u>July 13, 2026</u>
Address: <u>503 S. Highland Avenue</u>	Address: <u>1300 S. Highline Avenue</u>
City: <u>Madison, SD 57042</u>	City: <u>Sioux Falls, SD 57110</u>
Phone: <u>605-256-7500</u>	Phone: <u>605-339-4157</u>

EXHIBIT B

DGR ENGINEERING

JANUARY 2026

HOURLY FEE SCHEDULE

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$135	\$81	\$80
02	\$143	\$86	\$85
03	\$152	\$91	\$90
04	\$162	\$96	\$95
05	\$172	\$101	\$101
06	\$183	\$107	\$108
07	\$194	\$113	\$116
08	\$206	\$120	\$124
09	\$218	\$127	\$133
10	\$230	\$135	\$143
11	\$243	\$143	\$153
12	\$258	\$151	\$165
13	\$271	\$161	\$181
14	\$281	\$172	\$213
15	\$288	\$183	\$266

Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at IRS standard mileage rate plus \$0.25 per mile.
3. Other travel, subsistence, lodging at actual out-of-pocket cost.
4. GPS Survey Equipment (when used) at \$31.25 per hour.
5. ATV and UTV Equipment (when applicable) at \$12.50 per hour.

Date of Issuance: June 26, 2026

Effective Date: June 26, 2026

Project: Southeast Substation 69 kV to 115 kV Conversion

Owner: City of Madison

Owner's Contract No.: 982

Engineer: DGR Engineering

Date of Contract: July 29, 2025

Contractor: IES Commercial, Inc.

Engineer's Project No.: 415936

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Furnish and install (6) 2-Hole pad lugs and 1,000' of new T2-4/0 ACSR conductor between structures #2 and #3.

Attachments (list documents supporting change): CO 002- T2 4.0 ACSR

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,015,997.74

[Increase] [Decrease] from Previously Approved Change Orders No. _____ to No. _____:

\$ NA

Contract Price Prior to this Change Order:

\$ 1,015,997.74

[Increase] [Decrease] of this Change Order:

\$ 9,829.94 (applied to Construction Allowance)

Contract Price Incorporating this Change Order:

\$ 1,015,997.74

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working Days ☒ Calendar Days

Substantial Completion (days or date): July 22, 2026

Ready for Final Payment (days or date): September 25, 2026

[Increase] [Decrease] from Previously Approved Change Orders No. _____ to No. _____:

Substantial Completion (days or date): NA

Ready for Final Payment (days or date): NA

Contract Times Prior to this Change Order:

Substantial Completion (days or date): July 22, 2026

Ready for Final Payment (days or date): September 25, 2026

[Increase] [Decrease] of this Change Order:

Substantial Completion (days or date): NA

Ready for Final Payment (days or date): NA

Contract Times with all Approved Change Orders:

Substantial Completion (days or date): July 22, 2026

Ready for Final Payment (days or date): September 25, 2026

RECOMMENDED:

By: Grant Metzger
Engineer (Authorized Signature)

Print: Grant Metzger, P.E.

Title: Project Manager

Date: 06/30/2026

ACCEPTED:

By: _____
Owner (Authorized Signature)

Print: _____

Title: _____

Date: _____

ACCEPTED:

By: Greg Belgarin
Contractor (Authorized Signature)

Print: Greg Belgarin

Title: Vice President

Date: 6/30/2026

Approved by Funding Agency (if applicable):

By: _____

Date: _____

Print: _____

Title: _____



IES Commercial, Inc.
120 S. Lincoln St.
P.O. Box 27
Holdrege, NE 68949
T: 308 995 4462
F: 308 995 8771
www.ies-co.com

Date: 6/26/2026

Dylan Schueler
DGR
1302 South Union Street
Rock Rapids, IA 51246
712-472-2531

Reference: Email Dated 5/1/26 Change order #2

Dylan:

IES proposes below additional unit price per email from Dylan Schueler dated 5/1/26

- Furnish and install 1000' of T2-4/0 ACSR, (6) 4/0 2-hole pads are included in material cost.

Disc.	Unit Qty	Labor	Material	Labor and Materials	Extended Price
T2-4/0 ACSR	1	\$ 7,022.44	\$ 2,807.50	\$ 9,829.94	\$ 9,829.94

Thank you for your consideration of this proposal. We are available to discuss this at your convenience.

Sincerely,

Kyle Markvicka
Project Manager
IES Commercial Inc.
120 S Lincoln St,
PO Box 27
Holdrege, NE 68949
P: (308) 293-1854
Kyle.markvicka@ieselectrical.com

Date of Issuance: July 2, 2026

Effective Date: July 2, 2026

Project: Southeast Substation 69 kV to 115 kV Conversion

Owner: City of Madison

Owner's Contract No.: 982

Engineer: DGR Engineering

Date of Contract: July 29, 2025

Contractor: IES Commercial, Inc.

Engineer's Project No.: 415936

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Install Owner-furnished annunciator panel, analog meter fill plates, and tap position indicator.

Attachments (list documents supporting change): Madison SE Sub CO 003-Annunciator.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,015,997.74

[Increase] [Decrease] from Previously Approved
Change Orders No. 1 to No. 2:

\$ 9,829.94 (applied to Con. Allowance)

Contract Price Prior to this Change Order:

\$ 1,015,997.74

[Increase] [Decrease] of this Change Order:

\$ 19,976.54 (applied to Con. Allowance)

Contract Price Incorporating this Change Order:

\$ 1,015,997.74

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working Days ☒ Calendar Days

Substantial Completion (days or date): July 22, 2026

Ready for Final Payment (days or date): September 25, 2026

[Increase] [Decrease] from Previously Approved Change Orders
No. 1 to No. 2:

Substantial Completion (days or date): NA

Ready for Final Payment (days or date): NA

Contract Times Prior to this Change Order:

Substantial Completion (days or date): July 22, 2026

Ready for Final Payment (days or date): September 25, 2026

[Increase] [Decrease] of this Change Order:

Substantial Completion (days or date): NA

Ready for Final Payment (days or date): NA

Contract Times with all Approved Change Orders:

Substantial Completion (days or date): July 22, 2026

Ready for Final Payment (days or date): September 25, 2026

RECOMMENDED:

By: Grant Metzger
Engineer (Authorized Signature)

Print: Grant Metzger, P.E.

Title: Project Manager

Date: 07/06/2026

ACCEPTED:

By: _____
Owner (Authorized Signature)

Print: _____

Title: _____

Date: _____

ACCEPTED:

By: Mark R. Andersen
Contractor (Authorized Signature)

Print: MARK R. ANDERSEN

Title: DIVISION MANAGER

Date: 7-6-2026

Approved by Funding Agency (if applicable):

By: _____ Date: _____

Print: _____ Title: _____



IES Commercial, Inc.
120 S. Lincoln St.
P.O. Box 27
Holdrege, NE 68949
T: 308 995 4462
F: 308 995 8771
www.ies-co.com

Date: 7/1/2026

Grant Metzger
DGR
1302 South Union Street
Rock Rapids, IA 51246
712-472-2531

Reference: Email Dated 5/29/26 Change order #3

Grant:

IES proposes below additional unit price per email from Grant Metzger dated 5/29/26. Costs are lump sum to do all work associated with each unit.

- Install owner furnished annunciator panel
 - Owner furnished communication wiring
 - IES furnished panel wiring & Fill plate
 - Unit 1A is without additional mobilization
- Fill Plates - Analog meter fill plates
 - Fill plates fabricated and installed by IES
- Position Indicator -Tap position indicator
 - Tap position indicator and communication wire supplied by IES

Disc.	LS Qty	Labor	Material	Labor and Materials	Extended Price
1A - Annunciator – No MOB	1	\$ 6,234.31	\$ 1,181.21	\$ 7,415.52	\$ 7,415.52
Fill Plates	1	\$ 2,078.10	\$ 1,201.50	\$ 3,279.60	\$ 3,279.60
Position Indicator	1	\$ 2,817.15	\$ 6,464.27	\$ 9,281.42	\$ 9,281.42

Thank you for your consideration of this proposal. We are available to discuss this at your convenience.

Sincerely,

Kyle Markvicka
Project Manager
IES Commercial Inc.
120 S Lincoln St,
PO Box 27
Holdrege, NE 68949
P: (308) 293-1854
Kyle.markvicka@ieselectrical.com

Date of Issuance: July 15, 2026

Effective Date: July 15, 2026

Project: Southeast Substation 69 kV to 115 kV Conversion

Owner: City of Madison

Owner's Contract No.: 982

Engineer: DGR Engineering

Date of Contract: July 29, 2025

Contractor: IES Commercial, Inc.

Engineer's Project No.: 415936

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Change in Station Testing (Unit T1) cost to reflect change in schedule.

Unit	Description	Original Labor	Revised Labor	Difference
T1	Station testing (as req'd)	\$47,286.10	\$53,962.41	\$6,676.31

Attachments (list documents supporting change): Madison SE Sub CO 004-Testing.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,015,997.74

[Increase] [Decrease] from Previously Approved Change Orders No. 1 to No. 3:

\$ 19,976.54 (applied to Con. Allowance)

Contract Price Prior to this Change Order:

\$ 1,015,997.74

[Increase] [Decrease] of this Change Order:

\$ 6,676.31 (applied to Con. Allowance)

Contract Price Incorporating this Change Order:

\$ 1,015,997.74

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working Days ☒ Calendar Days

Substantial Completion (days or date): July 22, 2026

Ready for Final Payment (days or date): September 25, 2026

[Increase] [Decrease] from Previously Approved Change Orders No. 1 to No. 2:

Substantial Completion (days or date): NA

Ready for Final Payment (days or date): NA

Contract Times Prior to this Change Order:

Substantial Completion (days or date): July 22, 2026

Ready for Final Payment (days or date): September 25, 2026

[Increase] [Decrease] of this Change Order:

Substantial Completion (days or date): NA

Ready for Final Payment (days or date): NA

Contract Times with all Approved Change Orders:

Substantial Completion (days or date): July 22, 2026

Ready for Final Payment (days or date): September 25, 2026

RECOMMENDED:

By: Grant Metzger
Engineer (Authorized Signature)

Print: Grant Metzger, P.E.

Title: Project Manager

Date: 07-15-2026

ACCEPTED:

By: _____
Owner (Authorized Signature)

Print: _____

Title: _____

Date: _____

ACCEPTED:

By: Mark E. Andersen
Contractor (Authorized Signature)

Print: MARK E. ANDERSEN

Title: DIVISION MANAGER

Date: 7-15-2026

Approved by Funding Agency (if applicable):

By: _____

Date: _____

Print: _____

Title: _____



IES Commercial, Inc.
120 S. Lincoln St.
P.O. Box 27
Holdrege, NE 68949
T: 308 995 4462
F: 308 995 8771
www.ies-co.com

Date: 7/15/2026

Grant Metzger
DGR
1302 South Union Street
Rock Rapids, IA 51246
712-472-2531

Reference: Madison SE Sub CO 004-Testing

Grant:

IES proposes below additional cost to unit T1 for the substation testing and Madison SE Sub

Disc.	LS Qty	Labor	Material	Labor and Materials	Extended Price
Madison SE SUB - Testing	1	\$ 6,676.31		\$ 6,676.31	\$ 6,676.31

Thank you for your consideration of this proposal. We are available to discuss this at your convenience.

Sincerely,

Kyle Markvicka
Project Manager
IES Commercial Inc.
120 S Lincoln St,
PO Box 27
Holdrege, NE 68949
P: (308) 293-1854
Kyle.markvicka@ieselectrical.com

CHANGE ORDER NO.: 3

Owner: City of Madison
 Engineer: KLJ Engineering LLC
 Contractor: Winter Contracting, LLC

Owner's Project No.: N/A
 Engineer's Project No.: 2304-01069
 Contractor's Project No.: N/A

Project: North Egan Avenue (2nd St to 9th St) Reconstruction and Utility Improvements

Contract Name: North Egan Avenue (2nd Street to 9th Street)

Date Issued: 7/07/2026 Effective Date of Change Order: 7/07/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

Subbase Foundation Material: Furnish and Install 4-inch-minus crushed quartzite, recycled concrete, or crushed pit-run material meeting the provided gradation requirements. The material shall be used to stabilize unsuitable subgrade conditions along the east curb line between 6th and 7th Streets and through the 7th Street intersection, as directed by the Field Engineer. This material shall not be placed in lieu of required subgrade scarification and compaction efforts.

Sieve Size	Percent Passing
4 - inch	100
3 - inch	70 - 90
2 - inch	60 - 80
1 - inch	40 - 70
#4	10 - 50
#40	5 - 20
#200	0 - 5

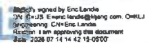
New Bid item #258 will be added to pay application as follows.

ITEM NO.	ITEM DESCRIPTION	UNIT	CCO QUANTITY	UNIT PRICE	COST	REMARKS
New Bid Items						
258 (New)	Subbase Foundation Material	Ton	422	\$29.00	\$12,238.00	Subbase stabilization for additional dig outs

Attachments:

Email requesting approval of the Subbase Foundation Material, along with the Engineer's detail illustrating the proposed Base Course and additional Subbase Foundation Material section.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 5,951,281.80		Substantial Completion: October 30, 2026	
		Ready for final payment: November 13, 2026	
Increase from previously approved Change Orders No. 1 to No. [2]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 1,535.00		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 5,952,816.80		Substantial Completion: October 30, 2026	
		Ready for final payment: November 13, 2026	
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 12,238.00		Substantial Completion: 0 Days	
		Ready for final payment: 0 Days	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 5,965,054.80		Substantial Completion: October 30, 2026	
		Ready for final payment: November 13, 2026	

<u>Recommended by Engineer (if required)</u>	<u>Authorized by Owner</u>
By: Eric Landis	
Title: KLJ Project Engineer	
Date: Eric Landis 	
<u>Accepted by Contractor</u>	<u>Approved by Funding Agency (if applicable)</u>
By: 	
Title: Managing member	
Date: 7/14/26	



Banner Associates, Inc.
3900 N Northview Ave
Sioux Falls, SD 57107
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

July 14, 2026

Mr. Ryan Hegg
City of Madison
503 S Highland Ave
Madison, SD 57042

RE: Madison NW 5th Street Bridge Backwall Repairs – Change Order No. 1

Dear Mr. Hegg:

Attached to this letter is Change Order No. 1 for the NW 5th Street Bridge Backwall Repairs Project. This Change Order is being presented as an increased scope of work on the project. During excavation along the west backwall of the bridge structure, it was identified that undermining had occurred at the bottom of the southwest corner of the backwall. This undermining created a void below the curb and the sidewalk. The void extended 6' outside of the roadway with a width of 6' and depth of approximately 2'. To complete the backwall repair it is necessary to address the void as well as protect from continued undermining at the bottom of the backwall.

Banner has recommended using flowable concrete fill in the void space and install pressure treated plywood on the channel face of the timber backwall structure, where undermining is occurring. To mitigate future undermining from flowing water, Banner recommended installation of riprap to armor this area.

This additional scope of work will increase the contract price by \$7,950.73. The total contract price incorporating Change Order No. 1 is \$73,509.48.

Please let us know if you have any questions or comments.

Sincerely,

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

Weston J. Blasius
Banner Associates, Inc.

Cc: City of Madison – Ryan Hegg, Amy Sad– Email
Banner Associates – Nathan Powell, Cedric Hay, – Email
Banner File - X:\Files\24688-00\Construction Phase\Change Orders\Change Order No. 1\Change Order No.1 _for Owner Signature.pdf

CHANGE ORDER NO.: 1

Owner: City of Madison Owner's Project No.: NA
 Engineer: Banner Associates, Inc. Engineer's Project No.: 24688.00
 Contractor: Kesteloot Excavation, LLC Contractor's Project No.: NA
 Project: Madison NW 5th Street Bridge Backwall Repairs
 Contract Name: Madison NW 5th Street Bridge Backwall Repairs
 Date Issued: 7/13/2026 Effective Date of Change Order: 7/20/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

Repair of a void along the bridge backwall at the southwest corner of the structure.

Attachments:

RFP #1R

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 65,558.75		Substantial Completion: October 1, 2026	
		Ready for final payment: November 1, 2026	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. NA		[Increase] [Decrease] from previously approved Change Orders No.1 to No. NA	
\$ NA		Substantial Completion: _____	
		Ready for final payment: _____	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 65,558.75		Substantial Completion: October 1, 2026	
		Ready for final payment: November 1, 2026	
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ \$7,950.73		Substantial Completion: _____	
		Ready for final payment: _____	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 73,509.48		Substantial Completion: October 1, 2026	
		Ready for final payment: November 1, 2026	

Recommended by Engineer (if required)

By: Walter J. Fier

Title: Project Manager

Date: 7/13/2026

Authorized by Owner

By: _____

Title: _____

Date: _____

Authorized by Contractor

Josh Adelman

Project Manager

7/13/2026

Approved by Funding Agency (if applicable)

EJCDC® C-941, Change Order.

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#24688.00

Page 1 of 1

REQUEST FOR PROPOSAL (RFP)

RFP# 1R

DATE: 7/6/2026

TO: **Kesteloot Excavation**
220 S Highland Avenue
Madison, SD 57042

FROM: **Banner Associates, Inc.**
3900 N Northview Ave
Sioux Falls, SD 57107

Attn: Josh Adelman

RE: **City of Madison NW 5th Street Bridge Repair**
BAI #24688.00

Please submit an itemized cost breakdown for changes in contract sum and contract time, resulting from the following proposed modification(s) to the Contract Documents.

PLEASE SUBMIT COST BREAKDOWN IN TEN (10) DAYS OR LESS

Refer to RFI No. N/A

SUBJECT: Void Under Curb and Sidewalk

Fill in the void under the sidewalk and curb and gutter on the southwest side of the 5th street bridge. During excavation to install the 12" storm sewer pipe it was discovered that a void was present under the existing curb and gutter and traveled farther south under the sidewalk. The existing void travels 10 feet south from lip of curb to underneath the sidewalk, is 6ft wide under the curb and 6ft wide behind the existing storm inlet. The void is currently 2ft in depth from bottom of concrete to existing backfill material.

- Install Controlled Density Fill (Flowable Fill) in void from the north side of curb to an excavated relief on the south side of the sidewalk. Estimated quantity for flowable fill = 9 CU YD.
- Install ¾" plywood on channel side face of backwall extending below the bottom plank of the backwall to the top of the channel rock bed. Install an estimated 8 tons of Class A rip rap rock along the base of the backwall on the west side of channel underneath the bridge deck to stop erosion from occurring under the bottom boards. Type B drainage fabric to be installed behind plywood and extended under the installed riprap.

Estimated Quantities:

<u>Description</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
Controlled Density Fill	9	CUYD	\$300.00	\$2,700.00
Class A Rip Rap w/ Type B Drainage Fabric	8	Tons	\$533.84	\$4,270.73
¾" Pressure Treated 4' Height Plywood w/ Type B Drainage Fabric	14	LF	\$70.00	\$980.00
Total =				\$7,950.73

Price shall include all labor, tools, equipment, overhead costs and miscellaneous work to complete the work associated with this request. All material and work shall comply with the project specifications. Provide additional line items if necessary to complete this scope of work.

If no change in contract time, state “none” here:

If no change in contract amount, state “none” here:

If either or both above items are noted “none”, please return this form within five (5) days.

ARCHITECT/ENGINEER
BANNER ASSOCIATES, INC.

Weston Blasius

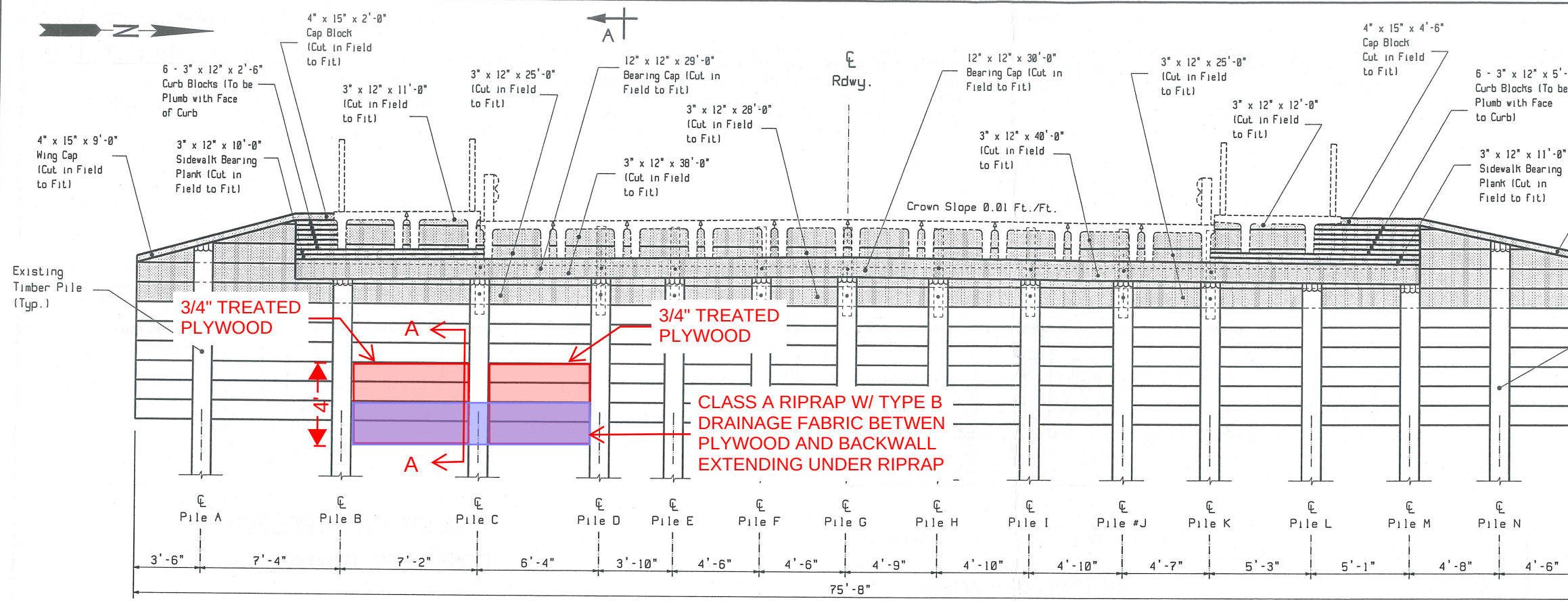
Name

Attachments:

cc: Marked-up Structure No 40-127-128 West Abutment Detail

FED. HWY. ADMIN. NO.	STATE OF	PROJECT	SHEET NUMBER	TOTAL SHEETS
8	SD	BRF 6294 (3)	19	23

- STR. NO. 40-127-128 -

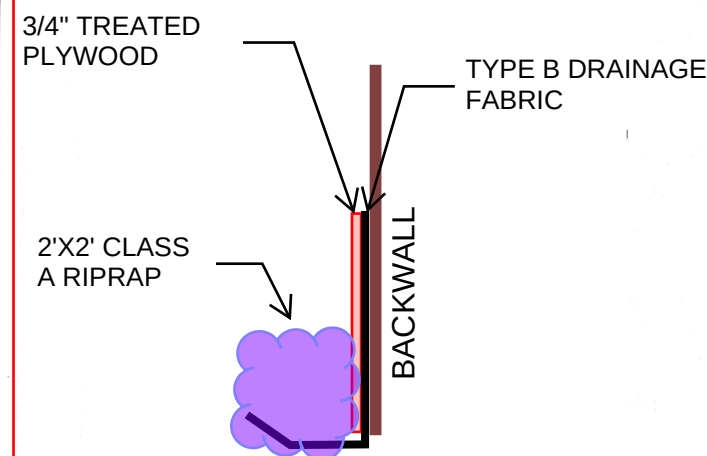


NOTE: Abutment Pile G will require no trimming. All other Bearing Piling will require trimming to achieve a Bearing Cap crown slope of 0.01 Ft./Ft. as shown.

NOTES: Secure backing plank with 2-60d Spikes in each pile where not bolted.
Secure each Curb Block with 4-60d Spikes per Curb Block.
Secure Wing Caps to Abutment Backing with 3/8" x 8" Boat Spikes on 18" Centers.

FRONT ELEVATION VIEW (West Abutment)

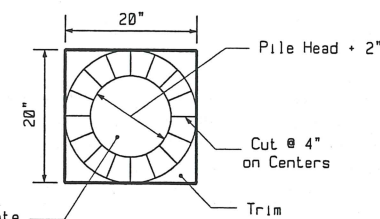
SECTION VIEW A-A



Existing Timber Elements to be Furnished and Installed by the Contractor. (See Notes on Sheet No. 2 of 10)

DETAILS FOR ZINC PLATE PILE COVER INSTALLATION

Field Cut the 12 Ga. Zinc Plate Pile Covers to a 10" Radius. Cut Slits to within 1" of the Pile Head. Fold and peen down to form a close fit with the Pile. Attach with Large Head Galvanized Nails.



NOTE: Any costs for shimming required due to within tolerance misalignments shall be included in treated timber items.

BILL OF TREATED TIMBER (FOR ONE ABUTMENT)

ITEM	Finish	Size	No.	Length	B.F.
Abutment Bearing Cap	Rough	12" x 12"	1	30'-0"	360
Abutment Bearing Cap	Rough	12" x 12"	1	29'-0"	348
Abutment Backing	Rough	3" x 12"	4	25'-0"	300
Abutment Backing	Rough	3" x 12"	2	28'-0"	168
Abutment Backing	Rough	3" x 12"	2	38'-0"	228
Abutment Backing	Rough	3" x 12"	2	40'-0"	240
Abutment Backing	Rough	3" x 12"	1	11'-0"	33
Abutment Backing	Rough	3" x 12"	1	12'-0"	36
Pile Stay	Rough	8" x 8"	9	4'-3"	204
Curb Block	Rough	3" x 12"	6	5'-6"	99
Curb Block	Rough	3" x 12"	6	2'-6"	45
Cap Block	Rough	4" x 15"	1	4'-6"	23
Cap Block	Rough	4" x 15"	1	2'-0"	10
Wing Cap	Rough	4" x 15"	1	9'-6"	48
Wing Cap	Rough	4" x 15"	1	9'-0"	45
Sidewalk Bearing Plank	Rough	3" x 12"	2	11'-0"	66
Sidewalk Bearing Plank	Rough	3" x 12"	2	10'-0"	60
TOTAL					2,313

STRUCTURAL STEEL (FOR ONE ABUTMENT)

ITEM	No.	Unit Wt. (Lbs.)	Weight (Lbs.)
3/4" x 30" Drift Bolt - Cap to Pile	12	3.76	45
3/4" x 26" Bolt - Pile Stay	18	3.55	64
5/8" x 16" Sealrite Sh. Bolt - Wing Cap	2	1.47	3
3/8" x 8" Boat Spikes - Wing Cap	20	0.34	7
12 Ga. Zinc Sheets	14	11.12	156
60d Ring Shanks	210	7/Lb.	30
3/4" Mall Ribbed Washers	36	0.33	12
(For Information Only)			TOTAL 317

PROPOSED WEST ABUTMENT DETAILS FOR PRE/PRE CONCRETE BRIDGE REHABILITATION

36'-0" Clear Roadway

City of Madison Over Creek Station 25+00.00 Structure No. 40-127-128 - X081 -
0 Degree Skew Section 6-T106N-R52W BRF 6294 (3) PCMS No. 514N HS20-44 and Alt. Loading

HOFLAND ENGINEERING
VEBLEN AND ABERDEEN, SOUTH DAKOTA

Designed by: RLH	Date: 1/04	Drawing Designation	Sheet 6 of 10
Drawn by: CADD	Date: 1/04	6294AWN1	
Checked by: RDH	Date: 1/04		



Banner Associates, Inc.
3900 N Northview Ave
Sioux Falls, SD 57107
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

July 14, 2026

Mr. Ryan Hegg
City of Madison
503 S Highland Ave
Madison, SD 57245-7042

RE: Madison Water System Improvements Segment 9 – Change Order No. 1

Dear Mr. Hegg:

Attached is the Final Balancing Change Order No. 1 for the Madison Water System Improvements Segment 9 project. Banner has reviewed the change order with Runge and recommends acceptance of the reduced contract amount of \$14,338.47. This change order will bring the total contract price to \$305,013.69.

Please let us know if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alex Welbig".

Alex S. Welbig
Banner Associates, Inc.

Cc: City of Madison – Ryan Hegg; Dan Whitlock; Chad Van Den Hemel; Heather Peterson; Jennifer Hasleton; Amy Sad – Email

Banner Associates – Weston Blasius, Cedric Hay – Email

Banner File - X:\Files\24424-00\Construction Phase\Change Orders\CCO #1\Final Balancing Change Order No 4 - Signed.pdf

CHANGE ORDER NO. 1

Owner:	City of Madison	Owner's Project No.:	NA
Engineer:	Banner Associates, Inc.	Engineer's Project No.:	24424.00
Contractor:	Runge Enterprises, Inc	Contractor's Project No.:	NA
Project:	Madison Utility and Street Improvements - Segment 9		
Contract Name:	Madison Utility and Street Improvements - Segment 9		
Date Issued:	July 14, 2026	Effective Date of Change Order:	July 20, 2026

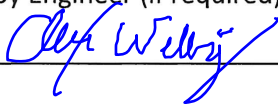
The Contract is modified as follows upon execution of this Change Order:

Description: **Final Adjustment of Quantities Change Order**

Attachments: **Final Adjustment of Quantities Breakout**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 319,352.16	Original Contract Times: Substantial Completion: July 1, 2026 Ready for final payment: September 1, 2026
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. []: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. []: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 319,352.16	Contract Times prior to this Change Order: Substantial Completion: July 1, 2026 Ready for final payment: September 1, 2026
[Increase] [Decrease] this Change Order: \$ 14,338.47	[Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 305,013.69	Contract Times with all approved Change Orders: Substantial Completion: July 1, 2026 Ready for final payment: September 1, 2026

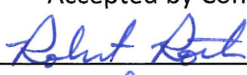
Recommended by Engineer (if required)

By: Alex Welbig 

Title: Project Manager

Date: July 14, 2026

Accepted by Contractor


Vice President

July 14, 2026

Authorized by Owner

By: _____

Title: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

Change Order No. 1 - Adjustment of Quantities Breakout

Additions

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				INELIGIBLE IMPROVEMENTS		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
32	Compaction - Moisture Density Tests	2	Each	\$267.67	\$535.34	2.00	\$535.34		\$535.34	100%	\$0.00
65	Sioux Falls Drop Inlet (6'X3')	1	Each	\$5,115.50	\$5,115.50	1.00	\$5,115.50		\$5,115.50	100%	\$0.00
78	Base Course	98	Ton	\$26.00	\$2,548.00	98.00	\$2,548.00		\$2,548.00	100%	\$0.00
81	4" Asphalt Concrete	8	SqYd	\$52.34	\$418.72	8.00	\$418.72		\$418.72	100%	\$0.00
82	Asphalt Concrete Sampling and Testing	1	Each	\$1,070.69	\$1,070.69	1.00	\$1,070.69		\$1,070.69	100%	\$0.00
86	4" Concrete Sidewalk	121	SqFt	\$10.89	\$1,317.69	121.00	\$1,317.69		\$1,317.69	100%	\$0.00
Total Contract Additions					\$11,005.94		\$11,005.94		\$11,005.94	100%	\$0.00

Deductions

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				INELIGIBLE IMPROVEMENTS		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
3	Traffic Control Signs	(8)	SqFt	\$4.76	-\$38.08	(8.00)	-\$38.08		-\$38.08	100%	\$0.00
8	Sweeping	(8)	Hr	\$160.00	-\$1,280.00	(8.00)	-\$1,280.00		-\$1,280.00	100%	\$0.00
13	Inlet Protection	(6)	Each	\$113.02	-\$678.12	(6.00)	-\$678.12		-\$678.12	100%	\$0.00
14	Temporary Vehicle Tracking Control	(1)	Each	\$850.00	-\$850.00	(1.00)	-\$850.00		-\$850.00	100%	\$0.00
15	Concrete Washout Area	(1)	Each	\$407.34	-\$407.34	(1.00)	-\$407.34		-\$407.34	100%	\$0.00
16	Manhole Construction Plate Marker	(3)	Each	\$142.76	-\$428.28	(3.00)	-\$428.28		-\$428.28	100%	\$0.00
17	Silt Fence	(30)	LF	\$7.14	-\$214.20	(30.00)	-\$214.20		-\$214.20	100%	\$0.00
24	Trench Stabilization Material	(110)	Ton	\$15.35	-\$1,688.50	(110.00)	-\$1,688.50		-\$1,688.50	100%	\$0.00
25	Imported Trench Backfill Material	(430)	Ton	\$15.35	-\$6,600.50	(430.00)	-\$6,600.50		-\$6,600.50	100%	\$0.00
26	Locate Utility	(2)	Each	\$342.19	-\$684.38	(2.00)	-\$684.38		-\$684.38	100%	\$0.00
27	Verify Utility	(10)	Each	\$342.19	-\$3,421.90	(10.00)	-\$3,421.90		-\$3,421.90	100%	\$0.00
30	Unclassified Excavation, Digouts	(20)	CuYd	\$19.03	-\$380.60	(20.00)	-\$380.60		-\$380.60	100%	\$0.00
63	Type B Inlet with Frame and Grate	(1)	Each	\$4,520.67	-\$4,520.67	(1.00)	-\$4,520.67		-\$4,520.67	100%	\$0.00
67	Adjust Drop Inlet	(1)	Each	\$416.38	-\$416.38	(1.00)	-\$416.38		-\$416.38	100%	\$0.00
69	8" Dia Gravity Sewer Pipe	(10)	LF	\$71.53	-\$715.30	(10.00)	-\$715.30		-\$715.30	100%	\$0.00
70	12" Dia Gravity Sewer Pipe	(8)	LF	\$93.96	-\$751.68	(8.00)	-\$751.68		-\$751.68	100%	\$0.00
76	Tracer Wire - Sanitary	(18)	LF	\$0.36	-\$6.48	(18.00)	-\$6.48		-\$6.48	100%	\$0.00
79	Subbase Foundation Aggregate	(87)	Ton	\$26.00	-\$2,262.00	(87.00)	-\$2,262.00		-\$2,262.00	100%	\$0.00
Total Contract Deductions					-\$25,344.41		-\$25,344.41		-\$25,344.41	100%	\$0.00
Net Contract Adjustments =					-\$14,338.47		-\$14,338.47		-\$14,338.47	100%	\$0.00



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes
Region
South Dakota

Dakota-Minnesota Airports District Office

Bismarck Office
2301 University Drive
Building 23B
Bismarck, ND 58504

Minneapolis Office
6020 28th Avenue South
Suite 102
Minneapolis, MN 55450

July 10, 2026

The Honorable Roy Lindsay
City of Madison
503 S Highland Ave
Madison, SD 57042

Dear Mayor Lindsay:

The Grant Offer for Airport Improvement Program (AIP) **Project No. 3-46-0029-029-2026** at Madison Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 07, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. David Ferrell, (701) 323-7353, David.E.Ferrell@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E, Lindsay Terry
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date July 10, 2026

Airport/Planning Area Madison Municipal Airport

Airport Grant Number 3-46-0029-029-2026

Unique Entity Identifier MTC8CUH8MNO6

TO: City of Madison

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of South Dakota.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated July 06, 2026, for a grant of federal funds for a project at or associated with the Madison Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Madison Municipal Airport (herein called the "Project") consisting of the following:

Airport Master Plan Study – includes AGIS-compliant aerial mapping, Ground Control, Obstruction Survey, Runway Profile Survey, RSA Inventory, Independent Fee Estimate, and Administration

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$148,200.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$148,200 for planning

\$0 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

- a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

- b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
 - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IIJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

- e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before **August 07, 2026**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. 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:
 - i. 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.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
- iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated November 04, 2010, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

25. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

26. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as

determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

27. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

28. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

29. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.

- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

30. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

- 31. Airport Layout Plan (ALP).** The sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA, and submit it in final form to the FAA as prescribed by 49 USC § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the sponsor's statutory obligations to maintain an ALP in accordance with 49 USC § 47107(a)(16).
- 32. Airports Geographic Information System (GIS) Survey.** If the airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the sponsor may be required to repay that portion of this grant related to survey work.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

E. Lindsay Terry

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Madison

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Dakota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The sponsor will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. 49 USC § 40103(e) – No Exclusive Rights at Certain Facilities.
- c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
- d. Hatch Act – 5 USC § 1501, et seq.¹
- e. Rehabilitation Act of 1973 – 29 USC § 794.
- f. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- g. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- h. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
- i. Single Audit Act of 1984 – 31 USC § 7501, et seq.¹
- j. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- k. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).
- l. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- m. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs
- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- c. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- d. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- e. Executive Order 14154 – Unleashing American Energy
- f. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{2, 3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

- f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to private sponsors.
- ² 2 CFR Part 200 contain requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

3. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

4. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

5. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Planning Projects

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

7. Reports and Inspections.

- a. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

8. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4; creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(City of Madison)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

9. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

10. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Policies, Standards, and Specifications.

It will carry out any project funded under Airport Improvement Program Grant or an Infrastructure Investment and Jobs Act Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([AC Checklist for AIP, IJA and PFC Projects | Federal Aviation Administration](#)) for AIP or IJA projects.

12. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes
Region
South Dakota

Dakota-Minnesota Airports District Office

Bismarck Office
2301 University Drive
Building 23B
Bismarck, ND 58504

Minneapolis Office
6020 28th Avenue South
Suite 102
Minneapolis, MN 55450

July 10, 2026

The Honorable Roy Lindsay
City of Madison
503 S Highland Ave
Madison, SD 57042

Dear Mayor Lindsay:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) **Project No. 3-46-0029-030-2026** at Madison Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 07, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. David Ferrell, (701) 323-7353, David.E.Ferrell@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E, Lindsay Terry
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date July 10, 2026

Airport/Planning Area Madison Municipal Airport

Airport Grant Number 3-46-0029-030-2026

Unique Entity Identifier MTC8CUH8MNO6

TO: City of Madison

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of South Dakota.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated July 06, 2026, for a grant of federal funds for a project at or associated with the Madison Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Madison Municipal Airport (herein called the "Project") consisting of the following:

Phase 2 Airport Master Plan Study – includes ALP narrative report, ALP drawing set, and Exhibit A Property Map

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$202,052.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$202,052 for planning

\$0 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

- a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

- b. **Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
 - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IIJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

- e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before **August 07, 2026**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. 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:
 - i. 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.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
- iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
 - i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated November 04, 2010, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

25. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

26. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as

determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

27. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

28. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

29. National Airspace System Requirements.

- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.

- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

30. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

- 31. Airport Layout Plan (ALP).** The sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA, and submit it in final form to the FAA as prescribed by 49 USC § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the sponsor's statutory obligations to maintain an ALP in accordance with 49 USC § 47107(a)(16).
- 32. Airports Geographic Information System (GIS) Survey.** If the airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the sponsor may be required to repay that portion of this grant related to survey work.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

E. Lindsay Terry

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Madison

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Dakota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The sponsor will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. 49 USC § 40103(e) – No Exclusive Rights at Certain Facilities.
- c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
- d. Hatch Act – 5 USC § 1501, et seq.¹
- e. Rehabilitation Act of 1973 – 29 USC § 794.
- f. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- g. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- h. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
- i. Single Audit Act of 1984 – 31 USC § 7501, et seq.¹
- j. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- k. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).
- l. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- m. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs
- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- c. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- d. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- e. Executive Order 14154 – Unleashing American Energy
- f. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{2, 3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

- f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to private sponsors.
- ² 2 CFR Part 200 contain requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

3. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

4. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

5. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Planning Projects

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

7. Reports and Inspections.

- a. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

8. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4; creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(City of Madison)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

9. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

10. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Policies, Standards, and Specifications.

It will carry out any project funded under Airport Improvement Program Grant or an Infrastructure Investment and Jobs Act Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([AC Checklist for AIP, IJA and PFC Projects | Federal Aviation Administration](#)) for AIP or IJA projects.

12. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

City of Madison
Memorandum - July 2026 Power of One approval
considerations



To: Mayor and City Commission
From: Kristin Olson, HR Director
Subject: Consider Power of One volunteer program approvals
Date: July 20, 2026

Background

The City Commission adopted the Power of One policy in April 2026 as an opportunity to connect city employees with volunteer opportunities in the community. The City already offers a volunteer hour benefit to employees, and the Power of One policy complements that by organizing employees into teams to take on larger projects. Interested community organizations submit applications for events, requesting half day or full day support. A committee of employees reviews requests and makes recommendations to the City Commission for final consideration and action.

Number of Events

It is worth first noting that the Power of One policy allows "up to two (2) projects per calendar year." However, the days can be half day or full day events which in total ranges from 8 hours to 16 hours available. The City received three applications so far in 2026, and the employee committee asks whether more than two events could be approved if they do not exceed two full days or 16 hours. If the City Commission supports this change, approvals of the events can be made and the policy can be updated to reflect this change.

Community Requests

The City received three requests for volunteer assistance.

- Gathering Meal - Half day requested for providing and serving food for one meal at United Methodist Church on August 24th. The City has participated in the Gathering Meal annually the past several years. Food cost is expected to be around \$1,700. Received full committee support for a half day.
- Graceland Cemetery Cleanup - Full or half day requested to complete cleaning and resetting of headstones at a date to be determined in the fall. Cemetery would provide necessary equipment. Received full committee support for a half day, and committee is engaging employees to determine willingness to do the basic cleaning vs. the more physically demanding work of resetting headstones.
- State Baseball Tournament - Full day requested by Madison Baseball Association to assist with state tournament from July 30th to August 2nd. Majority of committee supported the event with two dissenting although no recommendation was made on half or full day.

Staff recommendation

Employee committee recommendation is to approve all three events not to exceed 16 hours of Power of One support.



UPDATES

JULY 2026

Welcome!

**MARCUS
PUTHOFF**

Water & Wastewater Operator



Congratulations!

ANDREW WILLIAMS

Police Officer
Senior Patrol Officer



Active Projects

MAJOR INFRASTRUCTURE PROJECTS

- Egan Avenue Reconstruction (in progress)
- SE Substation (in progress)
- Green Substation Reconstruction (in progress)

OTHER INFRASTRUCTURE PROJECTS

- 2026 Asphalt Resurfacing Project (upcoming)

UTILITIES & PUBLIC WORKS

- Sidewalk Projects (in progress)
- Restricted Use Site Development (on hold)

COMMUNICATION & ENGAGEMENT

- Update Personnel Manual (in progress)

FINANCE

- 2025 Audit (in progress)

Egan Avenue

2nd to 5th Street

- All underground utilities have been completed
- Boulevard and median grading, black dirt installation, seeding, and landscaping remain.
- Repairs to isolated deficient concrete pavement areas are planned to begin soon.

5th to 6th Street

- All underground utilities have been completed.
- Traffic lanes have been paved.
- Remaining sidewalks, driveways, and retaining walls are being installed.

7th to 8th Street

- All underground utilities have been completed.
- Roadway base preparation is being completed.
- The west traffic lane has been paved.
- Paving of the east traffic lanes is planned for week of July 13th



Egan Avenue

8th to 9th Street

- All underground utilities have been completed.
- Roadway base preparation is underway.

9th Street Intersection

- Roadway closed July 16th.
- Utility installations scheduled to be completed July 23rd.
- Intersection scheduled to be opened July 24th with work occurring on the edges.

Please note that all project schedules are subject to shifting and phasing has been modified from the original plan to provide efficiency.



Other Infrastructure Projects

Active Projects

NW 5th Street Bridge Backwall Repairs

- Work is substantially complete.
- Asphalt paving will take place after concrete has cured.

Upcoming Projects

2026 Asphalt Surfacing Project (chipseal)

- Planned for August or early September.

2026 Sidewalk Project

- City's contractor may begin work August 24th.



Substation Updates

Green Substation

- Work on the control building is continuing.
- Construction of the communication tower is expected to begin July 15th.
- Field services of the substation transformer are scheduled to begin the week of July 27th
- Electrical crews continue extending the feeder lines that will connect the substation to the electric system.

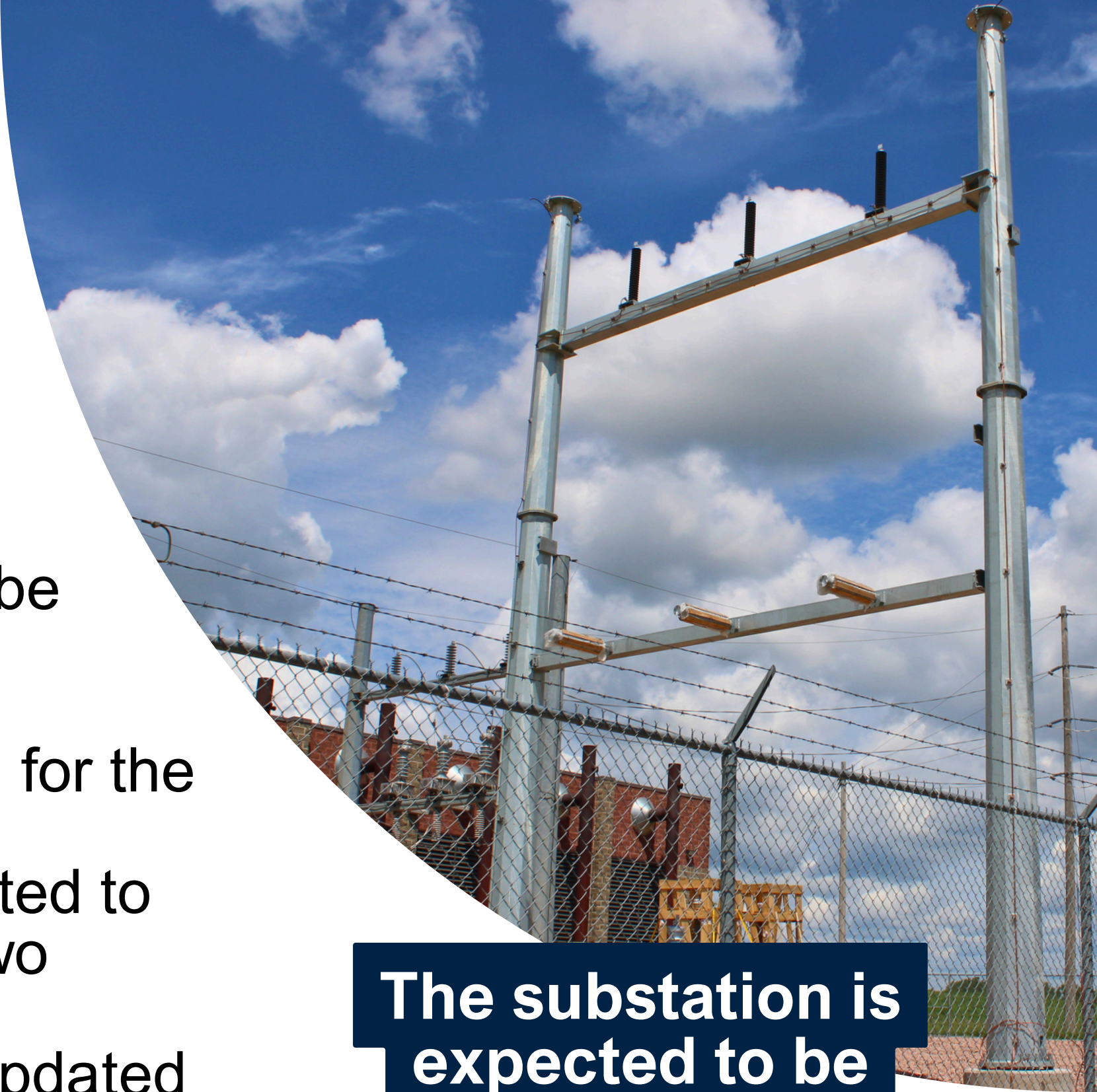


**The substation is
expected to be
energized in
November 2026**

Substation Updates

Southeast Substation

- The substation transformer is scheduled to be delivered around July 30th, with installation services beginning immediately afterward.
- Testing of the new transformer is scheduled for the first week of August.
- The second planned power outage is expected to begin August 17th and last approximately two weeks with no impact to customers.
 - This work was rescheduled due to the updated transformer delivery date and will allow crews to complete the final transmission connections and power and control wiring.



**The substation is
expected to be
energized on
August 30th**

Past Events



TOPICS INCLUDED:

- Progress on Egan Avenue
- Attending City Commission meetings and City Circle events
- Partnerships between local organizations benefit Madison



Upcoming Events

CITY CIRCLE

CITY BUDGET & MORE

Wednesday, July 29th | 5:30-6:30 PM | Madison Public Library

JOIN US!



QUESTIONS?



The City of Madison is an equal opportunity employer and provider.