



**BOARD OF COMMISSIONERS
AGENDA**

NOVEMBER 1, 2021

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

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/88279863136>

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

Meeting ID: 882 7986 3136

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

- 1) Acknowledge Community Center Governing Board Recommendation to Advertise for Community Center Director

CONSENT CALENDAR

- 1) Minutes - October 25, 2021
- 3) Claims for Approval - November 3, 2021
- 4) Claims for Ratification - October 27, 2021
- 5) Personnel
- 6) Authorize Mayor to Sign Agreement for Network Service and Backup Network Service - East River Electric
- 7) Authorize Mayor to Sign Final Review and Acceptance - AIP 3-46-0029-020-2021 GA Apron Expansion

UNFINISHED BUSINESS

NEW BUSINESS

- 1) First Reading Ordinance No. 1640 - 2022 Appropriations
- 2) Authorize Mayor to Sign 2019 Infrastructure Disaster Recovery Program Agreement - SD Dept of Public Safety

PUBLIC COMMENT

ANNOUNCEMENTS

EXECUTIVE SESSION

- 1) SDCL 1-25-2(4)

ADJOURN

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

If special accommodations are necessary to attend any Board of Commissioners meeting, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.

Madison Community Center
Governing Board Minutes
Thursday, October 28, 2021 @ 6:30 AM
ZOOM Conference Call and in-person

Call to Order: Danny Frisby-Griffin called the meeting to order at 6:43am in the Community Center Meeting Room and via ZOOM/conference call.

Members Present: Danny Frisby-Griffin, Laura Boecker, Michelle Corey, Sara Hare, Brian Keller, Tyler Steele, Jennie Thompson.

Members Absent: Josh Anderson, Jeff Dittman

Ex-Officio Present: Jameson Berreth – City Administrator-present and Sonya Wilt – Finance Officer-present

Staff Present: Laurie Bunker-absent, April Lund-present, Kaylee Winrow-present, Jared Hasleton-present

1. **Approval of the October 28, 2021 special board meeting agenda:** Agenda was presented. Motion was made by Jennie Thompson to approve the agenda with the amendment of discussing item #3 first in old business with a second from Michelle Corey. Motion carried.

Old Business

2. **Discussion and Recommendation Decision: 2022 Budget proposal:**

- **BUDGET PROPOSAL- Madison Community Center:** With the motion passed of a 9% increase to all membership levels Sonya Wilt will update the MCC DRAFT budget to reflect the increase. The board would also like a budget line added for tracking training and certification budget and related expenses. Motion to recommend the DRAFT 2022 Madison Community Center budget with the 9% increase and adding training/certifications to the budget was made by Michelle Corey and seconded by Jennie Thompson. Motion carried.
- **BUDGET PROPOSAL-After School Program:** To help cover the cost of the Summer After School Program a fee increase was included in the 2022 budget planning. The ASP budget was separated from the MCC budget for better tracking of the program. Moving the ASP into a Non-Profit organization may be a future option that would give the program opportunities for outside funding to help support the cost of operating the program(s). A budget line will be added to the DRAFT budget for training and certification. Motion to recommend the DRAFT 2022 After School Program budget was made by Sara Hare and seconded by Brian Keller. Motion carried.

3. **Discussion and Decision: Membership fee tier process and fees:** (Per amended agenda: item #3 discussed first in old business) Jared Hasleton – CrossEdge Instructor - was present to discuss concerns regarding the membership tiers and how group fitness classes are to be potentially reallocated to either the base membership or the premium membership. With his concerns Jared also provided the governing board with possible marketing opportunities and options to enhance the premium membership package which could lead to a potential in increased revenue for the Madison Community Center. Thank you, Jared, for the discussion and possible opportunities you presented! The decision was made to temporarily hold off on changing group fitness classes between the base membership and premium membership packages. Motion for a 9% membership increase for all memberships was made by Jennie Thompson and seconded by Sara Hare. Motion carried.

4. **Discussion and Decision: Wellness program structure:** Discussion on hold.

5. **Discussion and Decision: MCC proposed reorganization structure and HR Process:** The executive committee recommends opening the Executive Director position immediately and remaining open until the position is filled, as well as placing any organization restructure on hold until a director is in place and able to work with staff and devote time to the project. The only change suggested for the Executive Director position is to have the position supervised by the city administrator. Motion to open the Executive Director position for hire was made by Brian Keller and seconded by Michelle Corey. Motion carried. The selection committee will include Michelle Corey, Jennie Thompson, Brian Keller, Sara Hare, Jameson Berreth and Derek Lund. The selection committee will work with HR on the interview process.

Our mission is to serve the health, wellness, recreational and social needs of Dakota State University, City of Madison and the surrounding area.

New Business

6. **Public comments per resolution No. 2018-11:** None

7. **Executive Session: SDCL 1-25-2(1):** Motion was made by Jennie Thompson to move into executive session to discuss personnel matters and seconded by Michelle Corey. Motion carried. The board entered executive session at 7:53am and completed at 8:22am.

Adjourn: Meeting adjourned at 8:23am

Next scheduled board meeting is November 18, 2021 @ 6:30am.

Not Approved

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

October 25, 2021
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 25th day of October with the following members present on roll call: Mayor Marshall Dennert and Commissioners Jeremiah Corbin, Kelly Dybdahl, Adam Shaw (via Zoom), and Jerae Wire.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl to adopt the October 25th agenda. Motion seconded by Commissioner Wire. Motion carried unanimously.

Motion by Commissioner Corbin, second by Commissioner Dybdahl, to acknowledge the September 2021 Board Meeting Minutes. Motion carried unanimously.

Motion by Commissioner Wire, second by Commissioner Corbin, to approve the following items on the consent calendar: Minutes - October 18, 2021, Minutes - October 21, 2021, Claims for Approval - October 27, 2021, Claims for Ratification - October 21, 2021, Claims for Ratification - October 15, 2021, Personnel. Motion carried unanimously.

Claims for Approval - October 27, 2021:

Alpha Media USA LLC Advertising 611.96; Appera Mat Rentals 292.81; AT & T Mobility Monthly Service 1,323.10; Avera Medical Group Drug Collection/Testing 182.00; Big Sioux Community Water Sys September Usage 9,720.34; Border States Electric Supply Patriot Tool Repair 511.36; Branco/Jamal A Refund After Deposit 161.51; Builders FirstSource Fastener Box 22.99; Carquest of Madison Anti-Freeze/Oil 258.86; CenturyLink QC October Phone Bill 90.84; City of Brookings Gate Fees 3,943.72; Classic Convenience Inc Fuel 128.73; Coles Petroleum Products Inc Jet A-Aviation Gas 1,440.45; Concrete Materials Hot Mix 671.55; Core & Main GP LLC Valve Wrench/Repair Sleeve 641.41; Dakota Riggers & Tool Supply Sling Chain 211.28; Dakota State University Repairs/Elev Contract 6,711.54; Daxko LLC Oct Spectrum Software 1,639.00; DGR Engineering SE Sub Alarms/Trans Line 1,732.22; Endress & Hauser Inc Oxygen Sensors 2,133.48; Fastenal Co Cleaner/Saran Picking 168.22; Gravning/Mike Online Training 63.90; Greater Madison Area Chamber October Approp/Mad Money 23,215.00; Haas/Taylor K Refund After Deposit 144.04; Hach Co Chemicals 296.39; Halme Inc Water Sys Imp Phase 2A-3 282,563.54; Hernandez/Julian Refund After Deposit 87.36; Hillyard Inc Window Cleaner 29.60; Holman/Wade A Refund After Deposit 64.80; Hunter Publishing Inc Minutes/Resolutions 263.61; Infotech Solutions LLC Monthly Invoice 4,256.90; INTEK Cleaning & Restoration Furnace & Duct Cleaning 4,144.98; ISG Capital Improvement Plan 2,885.75; J & M Construction Concrete - Elec Repairs 510.00; Kiesler Police Supply Inc Pistol 429.00; Kustom Signals Inc Wireless Remote 79.75; Lake Area Improvement Corp Sales Tax Rebate 32,573.34; Lake County Auditor 911 Comm-Qtrs 1-3 108,565.57; Lewis Drugs Inc Cat Food/Cleaner/Shop Towels 161.27; Long Au/Wing Refund After Deposit 108.55; Madison Ace Hardware Key/Coupling 7.58; Madison Grocery Store Inc Chips/Crackers/Cereal/Pop/Water 370.21; Madison Lawn Care Inc Lawn Mowing/Trimming 168.00; Muth Electric Inc Redo Control Wires-MAC 1,202.00; Northwestern Energy Utilities 447.69; Office Peeps Inc Cert Holders/Paper/Binders/Misc 508.86; One Stop Sub Platters/Toppings 220.40; Outer World Screen Cart Decals 72.00; Overdrive Books 185.00; PE Group Inc MAC Elec Design/Bid 1,353.75; Peterson/Lindsey Teal Hats With Logo 180.00; Pizza Ranch Large Pizzas-Budget Mtg 105.95; Porta Pros Inc Toilet Rental-Totland 264.00; Recreation Supply Co Inc Lifeguard Chair/Grating 7,310.30; Resmen/Wyatt W Refund After Deposit 94.06; RH General Construction Refund Building Permit 61.00; Riggins/Morris A Fuel Stipend-3rd Qtr 3,438.41; Running Supply Inc Battery/Anti-Freeze/Pet Door 1,422.02; Sanitation Products Inc Carts 1,500.00; Scholastic Inc Education Books 14.99; SD Municipal League Annual Conference Registration 300.00; SD Police Chiefs Association Post Form D-Self Score 167.50; SD Public Health Laboratory Water Samples 172.00; State of SD OEM FEMA 80,495.60; Sturdevants Madison Inc Anti-Freeze/Filters/Bearings 70.47; Timmer Supply Co Cap For New Tower At Pp 11.18; Tyler Technologies Inc Annual SAAS Fees-YR 2 61,896.00; USA Blue Book Chemicals 283.11; Vast Broadband Fire Dept Internet 44.95; Vessco Inc Evoqua, Sensor, Unit 415.44; Weber Abstract Co Nielson Development Closing 492.38.

Claims for Ratification - October 21, 2021:
Halme Inc Water System Imp Phase 2B-2 334,357.23.

Claims for Ratification - October 15, 2021:
PR#21 Deductions: City of Madison - Flex One \$1,657.29; Health Pool of South Dakota \$36,466.04; Office of Child Support Enforcement \$900.00; SDRS \$18,872.70; SDSRP \$2,395.50.

Personnel:

Connie Frisby-Griffin - \$11.05/hour.

Electronic Drop off Volunteers: Aaron Booth, Aiden Urbom, Alec Gannon, Austen Oetter, Ben Loos, Bennett Osborn, Bo Wilson, Braden Humann, Braxton Lacher, Christian DeYoung, Mason Macaluso, Peyton Eich, Reese Miller, Roch Laferriere, Ty Christensen, Walker Hultren, Cameron Pitts, Carver Huntgren, Chase DeWitt, Chris Burke, Cole Westerlund, David Kirby, Dawson Portner, Devin DeBoer, Gage Nagy, Garrick Cloutier, Grant Svikulis, Hudson Fuller, Keegan Miller, Isaac Milovich, Isaac Toledo, Nicholas Geffre, Noah Angstadt, Noah Daughtery, Noah Hammond, Ryan McDaniel, Wil Clair, JD Kirchner, Jace Pribyl, Jackson O'Neal, Jacob Seghi, Jared Urbach, Jeremy Green, Jonathan Finan, Joshua Addington, Joshua Van Beek, Khalil Tilbury, Landry Knight, Logan Hunt, Logan Terfehr, Michael Buchmann, Mitsuki Shimonishi, Nicholai Arbach, Ryan Knipfer, Seth Altwine.

Additional Discussion was had on the 2022 Budget Discussion. The Board of Commissioners requested that Finance Officer Wilt include 9-million-dollar in bonds for a new City Hall and street upgrades as part of the budget and reviewed equipment purchases requested for 2022.

Motion by Commissioner Corbin, second by Commissioner Wire, to set a bid date of November 10th at 2:00PM for Bid No. 907 - Madison Aquatic Center Improvements. Motion carried unanimously.

City Administrator Berreth led discussion on the hiring of a City Engineer and possible restructuring of the engineering department. Due to the lack of applicants for the City Engineer position, different options were discussed, including continuing to advertise and restructuring the department without a City Engineer. A restructure could include renaming the department, hiring an administrative assistant, an additional engineering tech, and a project engineer. With the direction of the Commission, the next steps will be taken to hire a consulting engineering firm.

Discussion on continuing the vaccine lottery program for another 5 weeks included concerns from Amy Christenson and Nathaniel Putney. Motion by Commissioner Dybdahl, second by Commissioner Shaw to extend the vaccine lottery program another 5 weeks. Motion carried unanimously.

Mayor Dennert thanked the City of Madison Employees for their hard work and dedication.

Electronic drop-off is October 30th from 9:00am-3:00pm at the Recycling Center.

Motion by Commissioner Corbin, second by Commissioner Dybdahl, to enter into executive session pursuant to SDCL 1-25-2(1) and (4) at 6:41pm. Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Dybdahl, to leave executive session at 9:05pm.

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

The Board of Commissioners adjourned at 9:06pm.

/s/Sonya Wilt
Finance Officer

CITY OF MADISON

PERSONNEL

NOVEMBER 2021

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION	FUND	DEPARTMENT
Peterson, Yvonne	10/26/2021	PT<20	PT<20	\$9.45	\$9.45	Front Desk	Community Center	Administration
VOLUNTEERS - FIRE								
DEPARTMENT	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION	FUND	DEPARTMENT
Heairet, Jade	11/2/2021	NA	Volunteer Fireman	NA	NA	Volunteer Fireman	General	Fire
Johnson, Samuel	11/2/2021	NA	Volunteer Fireman	NA	NA	Volunteer Fireman	General	Fire

EXHIBIT C

Rates and Charges

1. Rate. The Municipality shall pay to East River for Network Transmission Service set forth in this Agreement a rate of \$1.96 per KW per month for the entire adjusted quantity of electric power delivered to the Municipality over the East River Transmission System at Madison Substation Number 1 (Power Plant) and Madison Substation Number 2 (Green). As of 1/1/2022, Madison Substation Number 3 (South East) is connected directly to East River facilities under the functional control of SPP and is not subject to East River's Network Transmission Service or Backup Network Service charges. For the purposes of this Agreement, the term "adjusted quantity" shall mean the actual meter reading increased by the amount of the transformer loss established in the Power Supply Contract between the Municipality and Western.
2. Losses. The Municipality shall provide or cause to be provided by its power suppliers electric power and energy in amounts equal to one and one half hundredths (1.015) times the adjusted quantities of electric power and energy delivered to compensate for East River system-wide average transmission losses. Such losses shall be reflected in the meter data submittals provided by the Municipality's power suppliers to SPP for settlement purposes. Transmission loss calculations shall be reviewed annually by East River and may be adjusted to reflect any change in transmission losses.

The Municipality shall promptly notify East River of any proposed changes in the calculation of the transformer losses either proposed or agreed to between the Municipality and Western.

3. Rate Adjustments. The rates and charges for Network Transmission Service and Backup Network Transmission Service furnished hereunder shall be reviewed by East River annually and, if necessary, East River shall revise such rates and charges to produce revenues sufficient to meet the cost of service provided by East River. East River shall cause a notice in writing, or by electronic delivery, to be given the Municipality setting forth proposed revisions of rates and/or charges not later than November 1st of each year, with the effective date thereof the first day of the first January immediately following such notice. Any adjustment to the rates which entitles the Municipality to the services described by this Agreement shall be consistent with adjustments made to other customers receiving Network Transmission Service and Backup Network Transmission Service from East River under similar terms and conditions. The Municipality agrees that the rates and charges from time to time established by East River shall be deemed to be substituted for the rates and charges herein provided.

Nothing contained herein shall prohibit or limit East River in modifying its rates or adding additional provisions to its rates and charges to compensate for increased

or modified taxes or to add charges for noncompliance with the power factor limits set forth in Section Four (4) (Character of Service) of this Agreement.

The Municipality further agrees to pay for the Network Transmission Service and Backup Network Transmission Service provided by East River hereunder after the effective date of any such revisions at such revised rates and charges.

4. Billing Procedure. The Municipality shall furnish or cause to be furnished to East River one (1) copy of bills submitted by its power suppliers within five (5) days after receipt of the same. East River shall submit its bill(s) for the services provided hereunder to the Municipality within ten (10) days from the receipt of such information. Payment shall be due and payable by the Municipality on the tenth (10th) day of the month immediately succeeding the date each bill is submitted. If such due date falls on a Saturday, Sunday or holiday, the bills shall be due on the next day following such Saturday, Sunday or holiday.
5. Nonpayment of Bills. If the Municipality fails to pay any bill when due as provided in this Exhibit, a charge of one and one half percent (1.5%) of the amount unpaid shall be added thereto for each succeeding billing period (or portion thereof) so long as the same or any portion thereof remains unpaid. East River shall have the right upon not less than fifteen (15) days advance written notice to discontinue delivery of electric power and energy to the Municipality for nonpayment of bills and to refuse to resume such service so long as any part of the amount due remains unpaid. The rights given herein to East River shall be in addition to all other remedies available to East River, either at law or in equity, for the breach of any of the provisions hereof. No such discontinuance shall relieve the Municipality from any of its obligations under this Agreement, including the obligation to make payments when due.

(Signatures on Page 3 of Exhibit C to Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Exhibit to be executed for a term not to exceed the term of the Agreement to which this Exhibit is hereby made a part of.

Date: _____

EAST RIVER ELECTRIC POWER
COOPERATIVE, INC.

BY: _____
James Ryken
Title: President

(corporate seal)

ATTEST:

BY: _____
Ervin Fink
Title: Secretary

Date: _____

CITY OF MADISON

BY: _____
Marshall Dennert
Title: Mayor

(city seal)

ATTEST:

BY: _____
Name: _____
Title: _____

Change Order No. 1 - Final
Date



Airport Name Madison Municipal Airport
Location Madison, South Dakota
Contract Description Construct General Aviation Apron Expansion
Contract Date April 26, 2021

AIP Project # 3-46-0029-020-2021
KLJ Project # 2105-00470

Owner
City of Madison
116 West Center Street
Madison, SD 57042

Contractor
Bowes Construction, Inc.
2915 22nd Avenue South
Brookings, SD 57006

Engineer
KLJ Engineering LLC
5110 East 57th Street
Sioux Falls, SD 57108

General Reason for Change (quantify and explain details in sections 2 and 3)
CO 1-1 Quantity Adjustment

	AIP	Non-AIP	Total
Total Contract Amount Prior to this Change Order	\$ 981,016.60	\$ -	\$ 981,016.60
Change Resulting from this Change Order	(9,601.03)	-	(9,601.03)
Total Contract Amount After this Change Order	\$ 971,415.57	\$ -	\$ 971,415.57

Calendar Days	
Phase 1 calendar days prior to this Change Order	60
Phase 2 calendar days prior to this Change Order	2
Phase 1 calendar days change resulting from this Change Order	0
Phase 2 calendar days change resulting from this Change Order	0
Phase 1 revised calendar days from this Change Order	60
Phase 2 revised calendar days from this Change Order	2

Change Order

10-26-2021

Date

10/26/2021

Date

Date

Date

KLJ Engineering LLC

Bowes Construction, Inc.

City of Madison

SDDOT

Summary of Changes

Airport Name Madison Municipal Airport
 Location Madison, South Dakota
 AIP Project # 3-46-0029-020-2021
 Contractor Bowes Construction, Inc.

Change Order No. 1 - Final
 Section 2

KLJ Project # 2105-00470

Item #	Spec #	Item	Quantities			Unit	Unit Price	Revised Cost	Changed Cost
			Planned	Revised	Change				
BASE BID									
1	C-105	Mobilization	1	1	-	L.S.	\$ 145,000.00	145,000.00	-
2	C-105	Contractor Staging/Storage Area and Temporary Access Road	1	1	-	L.S.	\$ 4,838.00	4,838.00	-
3	C-105	Construction Staking	1	1	-	L.S.	\$ 18,902.00	18,902.00	-
4	Local	Airside Traffic Control	1	1	-	L.S.	\$ 11,774.00	11,774.00	-
5	P-101	Remove and Dispose of ±4" Asphalt Pavement - Full Depth	27	28.3	1.3	S.Y.	\$ 4.00	113.20	5.20
6	P-152	Unclassified Excavation	12,385	12,405	20.0	C.Y.	\$ 6.50	80,632.50	130.00
7	Plan Notes	Subgrade Repair (As Needed)	357	68.6	(288.4)	C.Y.	\$ 8.75	600.25	(2,523.50)
8	P-154	Geogrid (As Needed)	1,072	-	(1,072.0)	S.Y.	\$ 3.00	-	(3,216.00)
9	P-154	Seperation Geotextile	10,718	10,718	-	S.Y.	\$ 3.00	32,154.00	-
10	P-154	Subbase Course, 35"	10,420	10,407	(13.0)	C.Y.	\$ 26.66	277,450.62	(346.58)
11	DOT-260	Aggregate Base Course, 6"	1,786	1,836	50.0	C.Y.	\$ 28.40	52,142.40	1,420.00
12	DOT-320	Hot Mix Asphalt , 4", Class G, PG 58-34	2,472.2	2,427.9	(44.3)	Ton	\$ 107.50	260,999.25	(4,762.25)
13	P-603	Emulsified Asphalt Tack Coat	1,046	789	(257.0)	Gal.	\$ 2.25	1,775.25	(578.25)
14	P-620	Surface Preparation	1	1	-	L.S.	\$ 1,229.00	1,229.00	-
15	P-620	Reflective Media	1	1	-	L.S.	\$ 768.00	768.00	-
16	P-620	Taxiway Marking	1,298	1,298	-	S.F.	\$ 2.00	2,596.00	-
17	D-701	12" RCP Culvert, CI.3	36	36.0	-	L.F.	\$ 110.00	3,960.00	-
18	D-701	12" RC Culvert Flared End Section, CI.3	2	2	-	Each	\$ 891.00	1,782.00	-
19	D-705	4" Perforated PVC Edgedrain / Underdrain Pipe Complete Including Porous Backfill and Filter Fabric	962	951	(11.0)	L.F.	\$ 10.00	9,510.00	(110.00)
20	D-705	4" Solid PVC Outlet Line & Headwall	1	1	-	Each	\$ 2,040.00	2,040.00	-
21	Plan Notes	Remove and Dispose of Concrete Aircraft Tiedown	6	6	-	Each	\$ 236.00	1,416.00	-
22	Plan Notes	Install Aircraft Tiedown In New Asphalt Pavement	21	21	-	Each	\$ 1,653.00	34,713.00	-
23	T-901	Seeding	1.5	1.60	0.1	Acre	\$ 1,536.00	2,457.60	153.60
24	T-905	Topsoil (Obtained On-Site)	957	994	37.0	C.Y.	\$ 7.25	7,206.50	268.25
25	T-908	Mulching	1.5	1.60	0.1	Acre	\$ 1,485.00	2,376.00	148.50
26	Plan Notes	Biorolls	230	192	(38.0)	L.F.	\$ 5.00	960.00	(190.00)
27	Plan Notes	Temporary Erosion Control Fiber Mats	59	59	-	S.Y.	\$ 5.00	295.00	-
28	Plan Notes	Miscellaneous Utility Coordination	1	1	-	L.S.	\$ 1,618.00	1,618.00	-
29	Plan Notes	Miscellaneous Lowering of Utility Line Depths	1	1	-	L.S.	\$ 4,133.00	4,133.00	-
30	L-108	#2 AWG, 600V, Type RHW/USE Cable, Installed in Duct Bank or Conduit	400	400	-	L.F.	\$ 4.00	1,600.00	-
31	L-108	#2 AWG, Insulated, Stranded Equipment Ground, Installed in Duct Bank or Conduit	200	200	-	L.F.	\$ 4.00	800.00	-
32	L-110	Non-Encased Electrical Conduit, 2" PVC Schedule 80	200	200	-	L.F.	\$ 12.00	2,400.00	-
33	L-110	L-867D Base Can W/ Solid Cover	2	2	-	Each	\$ 1,587.00	3,174.00	-
TOTAL BASE BID								\$ 971,415.57	\$ (9,601.03)
Change Order 1									
CO 1-1								\$ -	\$ -
TOTAL CHANGE ORDER 1								\$ -	\$ -
TOTAL AIP CHANGE								\$ 971,415.57	\$ (9,601.03)
TOTAL NON-AIP CHANGE								\$ -	\$ -
TOTAL CHANGE								\$ 971,415.57	\$ (9,601.03)

NOTE: The items highlighted above in tan are items that are funded 100 percent non-AIP and 0 percent AIP.

Explanation of Changes

Airport Name	Madison Municipal Airport	Change Order No. 1 - Final
Location	Madison, South Dakota	Section 3
AIP Project #	3-46-0029-020-2021	KLJ Project # 2105-00470
Contractor	Bowes Construction, Inc.	

Item No. CO 1-1

Description

Quantity Adjustment

Reason for Change

Adjusted quantities to reflect the quantities actually installed in the field. The proposed cost appears to be allowable, allocable and reasonable.

Periodical Estimate for Partial Payment No.

For the Period 09/18/2021 through 10/02/2021

4 - Final



Airport Name Madison Municipal Airport
Location Madison, SD
Project Name Construct General Aviation Apron Expansion

AIP Project # 3-46-0029-021-2021

KLJ Project # 2105-00470

Owner

City of Madison
116 West Center Street
Madison, SD 57402

Contractor

Bowes Construction, Inc.
2915 22nd Ave. S
Brookings, SD 57006

Engineer

KLJ
5110 East 57th Street
Sioux Falls, SD 57108

Contract Amount \$971,415.57 (Unit price per Contract and Change Orders)

	AIP	Non-AIP	Total
Total Work Done to Date	\$ 971,415.57	\$ -	\$ 971,415.57
Material on Hand to Date	-	-	-
Subtotal	971,415.57	-	971,415.57
Retainage 0%	-	-	-
Subtotal (less retained percentage)	971,415.57	-	971,415.57
Amount Previously Paid	914,555.09	-	914,555.09
Total Amount Due This Estimate	\$ 56,860.48	\$ -	\$ 56,860.48
Make payment directly to Contractor			TOTAL \$ 56,860.48

Summary of Previous Payments			
	AIP	Non-AIP	Total
Estimate No. 1	\$ 363,145.49	\$ -	\$ 363,145.49
Estimate No. 2	\$ 320,837.52	\$ -	\$ 320,837.52
Estimate No. 3	\$ 230,572.08	\$ -	\$ 230,572.08
Total	\$ 914,555.09	\$ -	\$ 914,555.09

I hereby certify that I have prepared this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the Contractor. All work and materials included in the estimate have been performed and supplied in full in accordance with the terms and conditions of the corresponding construction contract documents and authorized changes thereto.

10-26-2021

Date

10/26/2021

Date

Date

KLJ

Bowes Construction, Inc.

City of Madison

Airport Name Madison Municipal Airport
 Location Madison, SD
 AIP Project # 3-46-0029-021-2021
 Contractor Bowes Construction, Inc.

Periodical Estimate No. 4 -Final

KLJ Project # 2105-00470

Item #	Spec #	Item	Quantities			Unit	Unit Price	Total Price
			Plan/CCO	Current	Total			
BASE BID - Construct General Aviation Apron Expansion								
1	C-105	Mobilization	1	-	1.00	L.S.	\$ 145,000.00	\$ 145,000.00
2	C-105	Staging/Storage Area and Temporary Access Road	1	-	1.00	L.S.	4,838.00	4,838.00
3	Local	Construction Staking	1	-	1.00	L.S.	18,902.00	18,902.00
4	Local	Airside Traffic Control	1	-	1.00	L.S.	11,774.00	11,774.00
5	P-101	Remove and Dispose of ±4" Asphalt Pavement - Full Depth	28.3	-	28.3	S.Y.	4.00	113.20
6	P-152	Unclassified Excavation	12,405	-	12,405	C.Y.	6.50	80,632.50
7	P-152	Subgrade Repair (As Needed)	68.6	-	68.6	C.Y.	8.75	600.25
8	P-154	Geogrid (As Needed)	-	-	-	S.Y.	3.00	-
9	P-154	Seperation Geotextile	10,718	-	10,718	S.Y.	3.00	32,154.00
10	P-154	Subbase Course, 35"	10,407	-	10,407	C.Y.	26.66	277,450.62
11	DOT-260	Aggregate Base Course, 6"	1,836	-	1,836	C.Y.	28.40	52,142.40
12	DOT-320	Hot Mix Asphalt Pavement, 4", Class G, PG 58-34	2,427.9	-	2,427.9	Ton	107.50	260,999.25
13	P-603	Emulsified Asphalt Tack Coat	789	-	789	Gal.	2.25	1,775.25
14	P-620	Surface Preparation	1	1	1	L.S.	1,229.00	1,229.00
15	P-620	Reflective Media	1	1	1	L.S.	768.00	768.00
16	P-620	Taxiway Marking	1,298	1,298	1,298	S.F.	2.00	2,596.00
17	D-701	12" RCP Culvert, Cl. 3	36	-	36	L.F.	110.00	3,960.00
18	D-701	12" RC Culvert Flared End Section, Cl. 3	2	-	2	Ea.	891.00	1,782.00
19	D-705	4" Perforated PVC Edgedrain / Underdrain Pipe including Porous Backfill and Filter Sock	951	-	951	L.F.	10.00	9,510.00
20	D-705	4" Solid PVC Outlet Line & Headwall	1	-	1	Ea.	2,040.00	2,040.00
21	Plan Notes	Remove and Dispose of Concrete Aircraft Tiedown	6	-	6	Ea.	236.00	1,416.00
22	Plan Notes	Install Aircraft Tiedown in New Asphalt Pavement	21	-	21	Ea.	1,653.00	34,713.00
23	T-901	Seeding	1.6	-	1.6	Acre	1,536.00	2,457.60
24	T-905	Topsoiling (On Site)	994	-	994	C.Y.	7.25	7,206.50
25	T-908	Mulching	1.6	-	1.6	Acre	1,485.00	2,376.00
26	Plan Notes	Biorolls	192	-	192	L.F.	5.00	960.00
27	Plan Notes	Temporary Erosion Control Fiber Mats	59	-	59	S.Y.	5.00	295.00
28	Plan Notes	Miscellaneous Utility Coordination	1	-	1	L.S.	1,618.00	1,618.00
29	Plan Notes	Miscellaneous Lowering of Utility Line Depths	1	1	1	L.S.	4,133.00	4,133.00
30	L-108	#2 AWG, 600V, Type RHW/USE Cable, Installed In Duct Bank or Conduit	400	-	400	L.F.	4.00	1,600.00
31	L-108	#2 AWG, Insulated, Stranded Equipment Ground, Installed in Duct Bank or Conduit	200	-	200	L.F.	4.00	800.00
32	L-110	Non-Encased Electrical Conduit, 2" PVC Schedule 80	200	-	200	L.F.	12.00	2,400.00
33	L-115	L-867D Base Can W/ Solid Cover	2	-	2	Ea.	1,587.00	3,174.00
TOTAL BASE BID							\$	971,415.57
TOTAL WORK DONE TO DATE							\$	971,415.57

Final Review and Acceptance

Contractor	Bowes Construction, Inc.
Address	2915 22nd Avenue S., Brookings, SD 57006
Project	Construct General Aviation Apron Expansion
Owner	City of Madison

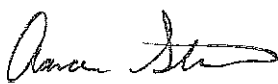
On this Date, October 5, 2021, a final review of the project as constructed was made.

The Contractor hereby certifies that the construction has been performed in accordance with the plans and specifications, approved Change Orders, and terms of the contract. The Contractor further certifies that there are no unpaid bills of material or labor disputes in connection with this contract, and that the amount of \$ 971,415.57 shown on the final estimate, is the total amount due for all work completed.

The undersigned Owner does hereby agree that all construction and engineering work on the project is complete and does satisfy all terms of appropriate construction or engineering agreements.

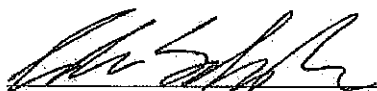
Owner and Contractor do hereby acknowledge that the one-year warranty period will begin on October 5, 2021.

KLJ
(ENGINEER)

By:  (Aaron Storm)

Date: 10-26-2021

Bowes Construction, Inc.
(CONTRACTOR)

By:  (Cole Schneider)

Date: 10/26/2021

City of Madison
(OWNER)

By: _____

Date: _____



New Business

- 1) First Reading Ordinance No. 1640 - 2022 Appropriations

No documentation available at this time -will be distributed before meeting.

2019 INFRASTRUCTURE DISASTER RECOVERY PROGRAM AGREEMENT

THIS AGREEMENT is made by and between the State of South Dakota and its Department of Public Safety, Office of Emergency Management (hereinafter referred to as "the State") and the City of Madison (hereinafter referred to as "City of Madison").

I. RECITALS

- A. City of Madison is an eligible applicant in one of the four Presidential Disasters declared in South Dakota in 2019 for the United States Department of Homeland Security, Federal Emergency Management Agency ("FEMA") Public Assistance Grant Program, which FEMA pays 75% of project costs as public assistance funds ("Federal Share"), City of Madison pays 15% of the project costs ("Local Share"), and the State pays 10% of the project costs ("State Share").
- B. The State established the 2019 Infrastructure Disaster Recovery Program ("the 2019 IDRP") which advances funding for an eligible project(s) in an amount representing the Federal Share and the Local Share. City of Madison desires to participate in the 2019 IDRP and submitted an application (attached hereto as Exhibit A and hereby incorporated by reference) to the State.
- C. The application of City of Madison affirms that the eligible project(s) is an emergency by nature and the result of unprecedented storms, flooding, and damage to homes, businesses, and South Dakota's public infrastructure, particularly roads during 2019.
- D. The State reviewed the application of City of Madison, approves of the request for 2019 IDRP advance funding for the eligible project(s), and agrees to advance funding to City of Madison under the terms of this Agreement, and City of Madison accepts the terms of this Agreement;

II. NOW, THEREFORE, the parties to this Agreement agree as follows:

- A. Project. The eligible project(s) for this Agreement is: DSR4469 Project #1134943, #135096, and #135909 (the "Project"). The Presidential Disaster(s) for which funding is available under the Public Assistance Grant Program for the Project is \$4,791,605.90. This Agreement shall be for an amount up to \$3,593,704.43.
- B. Maximum Project payment. The State agrees to advance up to the amount of \$3,593,704.43, which represents the Federal Share and Local Share. The failure of City of Madison to complete the Project for this amount shall not be grounds for default or termination of this Agreement, regardless of the reason or circumstance for such failure. Should additional funding be needed beyond this amount to complete the Project, the parties may negotiate and enter into a separate agreement for any additional funding.
- C. Payments. City of Madison shall make Project payment requests, with detailed cost sheets, to the State as costs for the Project under this Agreement accrue, and within 45 days of receiving such request, the State will advance to City of Madison such amount requested to cover those costs.
- D. Repayment of Federal Share Advanced by the State. Federal regulations require that FEMA funding be paid to the subrecipient. City of Madison agrees to reimburse the State for the advances made by the State which constitute the Federal Share of the Project, and any applicable interest, upon receipt of Public Assistance Grant Program funding by City of Madison. The

State will provide a billing notice for the amount representing the Federal Share advanced by the State. Payment to the State for the Federal Share advanced by the State is due upon receipt of the billing notice. City of Madison shall be obligated to reimburse the State at an annual interest rate of zero percent (0%) either within eighteen (18) months from the date of execution of this Agreement or within thirty (30) days of final settlement with the United States Department of Homeland Security, FEMA Public Assistance Grant Program, whichever occurs first. If the outstanding balance of the Federal Share advanced by the State is not paid in full either within eighteen (18) months from the date of execution of this Agreement or within thirty (30) days of final settlement with the United States Department of Homeland Security, FEMA Public Assistance Grant Program, whichever occurs first, any outstanding balance shall accrue interest at the rate of two percent (2.0%) per annum. City of Madison shall be responsible to the State for any outstanding balance remaining after the application of Public Assistance Grant Program funding, less the State Share of Project costs, if any.

- E. Repayment of Local Share Advanced by the State. City of Madison agrees to reimburse the State for all portions of the amount advanced not approved by FEMA, portions constituting the Local Share of the Project, and any applicable interest, less the State Share of Project costs, if any. City of Madison shall be obligated to reimburse the State at an annual interest rate of zero percent (0%) within eighteen (18) months from the date of execution of this Agreement, and at the rate of two percent (2.0%) per annum thereafter.
- F. Payment Schedule. All advances made by the State under this Agreement must be repaid to the State within seven (7) years from the date of this Agreement. After eighteen (18) months from the date of this Agreement, City of Madison will make a minimum of two payments per year to the State in accordance with the Payment Schedule attached hereto as Exhibit B and hereby incorporated by reference.
- G. Withholdings in Event of Default. City of Madison understands this is an unsecured advancement of state funds. In consideration thereof, the State reserves the right to withhold any and all state funds, including but not limited to sales and use tax, from City of Madison if: (a) the amounts due and owing to the State under this Agreement are not paid in full within seven (7) years from the date of this Agreement; (b) City of Madison is late on making a payment or violates any of the Payment Schedule terms in Exhibit B; or (c) City of Madison violates any term of this Agreement.
- H. Prior repayment. City of Madison shall have the option in its sole discretion to prepay any or all of the amounts advanced by the State under this Agreement without penalty; however, City of Madison shall provide fifteen (15) days prior notice to the State before making a prepayment for accurate calculation of principal and interest due.
- I. No Other Federal Funds. With the exception of the Federal Share of public assistance funds, City of Madison will not use any other federal funds to repay the State.
- J. Subrecipient Eligibility. City of Madison shall be responsible for maintaining its eligibility as a subrecipient for federal funds. Should City of Madison become ineligible as a subrecipient for federal funds for any reason whatsoever, City of Madison remains obligated to repay the State in full. Further, City of Madison agrees to provide any documents requested by the State to ensure that City of Madison is complying with the terms of this provision.

- K. Program Eligibility. To maintain eligibility for 2019 IDRP funding under this Agreement, City of Madison shall: 1) provide proof on an ongoing funding source to repay the advance; 2) provide quotes in accordance with South Dakota law for eligible "shovel ready" projects; 3) submit a mitigation project proposal; 4) follow all FEMA requirements; 5) provide annual financial statements and audits to demonstrate a need for 2019 IDRP funding; and 6) provide all required supporting documentation, including costs, with each payment request.

III. GENERAL CONDITIONS

- A. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- B. This Agreement may not be amended, except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
- C. All parties agree to the jurisdiction of the courts of the State of South Dakota, and venue for any dispute or enforcement of this Agreement shall be in the Sixth Judicial Circuit, Hughes County, South Dakota.
- D. In the event City of Madison breaches any of the terms or conditions hereof, the State may terminate this Agreement at any time with or without notice, and the total outstanding balance to the State shall be immediately due.
- E. City of Madison has designated its _____ as its authorized representative and has empowered said _____ the authority to sign this Agreement on behalf of City of Madison. Attached hereto as Exhibit C and hereby incorporated by reference is a copy of the minutes of the _____ showing the approval of this Agreement and designation of the signatory below.

City of Madison

State of South Dakota

Department of Public Safety

Signature

Print Name: _____

Title: _____

Date: _____

Craig Price

Cabinet Secretary

Date: _____



2019 INFRASTRUCTURE DISASTER RECOVERY PROGRAM APPLICATION

Entity Name: **City of Madison**

County: **Lake County**

Entity Point of Contact: **Sonya Wilt**

Entity Address: **116 W Center St, Madison, SD 57042**

Entity Point of Contact Phone #: **605-256-7502**

Financial Contact (if different from entity point of contact):

Financial Contact Phone # (if different from entity point of contact):

1. Are you an applicant of any Presidentially declared disaster in 2019:

☒ Yes

☐ No

If yes, which disasters, check all that apply:

- ☐ 4440 – incident period March 13-April 26, 2019
☐ 4463 – incident period May 21-June 7, 2019
☐ 4467 – incident period June 30-July 21, 2019
☒ 4469 – incident period September 9-26, 2019

2. Amount of advance requested: \$ **3,593,704.43**
Assistance is being requested because the city is in the middle of a 23 million dollar water and sewer infrastructure project, limiting it's ability to cash flow this project until FEMA reimbursements are received
3. Explain revenue source to pay for advance if requesting more than 75% of the total project:
4. Estimated start of construction date (enter as MM/DD/YYYY): **04/01/2022**
5. Required information to submit with application:
- ☒ Quotes or bids for the advance amount requested
 - ☒ Most recent audit, financial statement, or bank statement to demonstrate financial need
 - ☒ Hazard Mitigation grant proposal (attached form) submitted to SDOEM for a mitigation project for your entity

Email completed application to geminfo@state.sd.us or mail to South Dakota Office of Emergency Management, 221 South Central Avenue, Pierre, SD 57501

2019 Infrastructure Disaster Recovery Program Overview attached hereto and hereby incorporated by reference.

221 South Central Avenue • Pierre, South Dakota

www.facebook.com/SDEmergencyMgmt

www.dps.sd.gov

www.twitter.com/SDEmergencyMgmt

P: 605.773.3231

F: 605.773.3580

01/06/2020

EXHIBIT B
City of Madison in Lake County
Loan Repayment Schedule

Loan Amount: \$3,593,704.43
Interest Rate: 2% annually
Loan Agreement Date:
Total Principal & Interest Payment Amount
Repayment Terms: 7 years, starting 18 months from Loan Agreement Date
or
30 days from and after the final FEMA Funding Date
which ever occurs first.

Note: This exhibit will be updated as needed to set up a payment schedule once the repayment terms have been met.

Payment Number	Payment Due Date	Beginning Balance	Principal Amount	Interest Amount	Total PI	Ending Balance
1						-
2						-
3						-
4						-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
13						-
14						-
Total			-	-	-	