



**BOARD OF COMMISSIONERS
AGENDA**

DECEMBER 20, 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/87286250398>

You can also dial in using your phone.

+1 312 626 6799

Meeting ID: 872 8625 0398

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

- 1) Acknowledge Potential Start Date RD Project Phase 2 - Earlier than May 10, 2022 Pending Weather

CONSENT CALENDAR

- 1) Minutes – December 13, 2021
- 2) Claims for Approval - December 22, 2021
- 3) Claims for Ratification - December 10, 2021
- 4) Cash Balances, Gross Salaries, Bills for Ratification - November
- 5) Building Permit Report - November
- 6) Personnel
- 7) Declare Scrap Wire/Miscellaneous as Surplus Property and Appoint Appraisers
- 8) Authorize Mayor to Sign Grant Agreement - AIP 3-46-0029-022-2022 - Airport Rescue Grant - \$32,000
- 9) Authorize Mayor to Sign Memorandum of Agreement with Laurie Bunker
- 10) Adopt Resolution No. 2021-38 - Approve a Plat - Reinicke Pit Addition

UNFINISHED BUSINESS

NEW BUSINESS

- 1) Authorize Mayor to Sign Change Order No. 1 - Halme Inc. Water System Improvements Phase 2A
- 2) Authorize Mayor to Sign Task Order No. 10 - DGR Engineering - 2022 Electric Distribution Conversion Project

PUBLIC COMMENT

ANNOUNCEMENTS

EXECUTIVE SESSION

- 1) SDCL 1-25-2(1) & (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.

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

December 13, 2021
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 13th day of December with the following members present on roll call: Mayor Marshall Dennert and Commissioners Jeremiah Corbin, Kelly Dybdahl, and Adam Shaw. Commissioner Jerae Wire was absent.

The Pledge of Allegiance was recited.

Motion by Commissioner Shaw to adopt the December 13th agenda. Motion seconded by Commissioner Dybdahl. Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Corbin to acknowledge Proposed Resolution No. 2021-30 - Sidewalk Improvement 2022 and Set Hearing Date of December 27, 2021. Motion carried unanimously.

Motion by Commissioner Corbin, second by Commissioner Dybdahl, to approve the following items on the consent calendar: Minutes – December 6, 2021, Claims for Approval - December 15, 2021, Set Bid Date for Bid No. 908 - Chemicals 2022 for December 23, 2021 at 10:00am. Motion carried unanimously.

Claims for Approval - December 15, 2021:

Alpha Media USA LLC City of Lights Ad 425.00; Amaril Uniform Company Fire Retardant Clothing 1,016.95; American Engineering Water Samples 1,034.40; American Water Works Assoc Membership-Tieman 81.00; Appera Mat Rentals 125.97; Automatic Building Controls Annual Fire Alarm Check 2,266.00; Baker & Taylor Books 155.35; Blackstone Publishing Books 760.08; Borns Group Inc Utility Billing 2,010.94; Buffalo Ridge Concrete Inc Concrete 240.00; Builders FirstSource Door Closer 54.59; Butler Machinery Co Fuel Gauge 270.72; Caldwell Tanks Water Tower Construction 45,981.07; Carquest of Madison Tools 60.56; City of Brookings Gate Fees 4,285.60; Classic Convenience Inc Fuel 75.00; D & T Ventures LLC Dec Website Support 360.50; Dakota State University Misc Repairs/Maint 1,396.06; Daxko LLC Dec Spectrum Software 1,630.68; Elite Card Payment Center FR Uniforms/Text Mssg Service 11,503.08; F & M Coop Oil Co Fuel 461.13; Farm And Home Publishers LTD Lake Co. Directory 2022 280.00; First Premier Bank Loan Interest 1,615.18; Fox Promo LLC Sew on Patches 6.00; Gale Cengage Learning Books 60.78; Hach Co Chemicals 496.18; Hillyard Inc Cleaner/Vacuum Brush 282.92; Howe Inc Annual Sprinkler Inspection 950.00; Hunter Publishing Inc Minutes/Resolutions/Job Ads 2,118.22; Infotech Solutions LLC Monthly Invoice 4,046.40; Jencks & Jencks Trust FEMA Buyout 68,980.90; Johnson Feed Inc Road Salt 2,918.72; Kimball Midwest Citri-Blast Solvent 99.90; Lewis Drugs Inc Clorox Wipes/Kleenex 39.87; Lewis&Clark Regional Water Sys Nov 2021 Fees 270.00; Madison Ace Hardware Keys/Hardware 16.99; Madison Grocery Store Inc Chips/Crackers/Cookies 84.12; Micromarketing LLC Books 477.69; Northwestern Energy Utilities 636.48; Nova Fitness Equipment Replace Equip Cables 317.40; OCLC Inc Cataloging Subscription 368.00; Office Peeps Inc Cash Register Paper/File Box 119.69; Open Access Technology Int'l CVR10/AMI04 Milestones 24,750.00; Overdrive Books 45.00; Paraclete Press Inc Books 94.14; Pete Lien & Sons Inc Chemicals 4,784.45; Porta Pros Inc Toilet Rental-Totland Park 132.00; Running Supply Inc Welder/Bolt Bin/Pet Doors 1,843.39; SD One Call Message Fees 92.61; Steves Tire & Service Inc Tow Vehicle-MPD 108.00; Sturdevants Madison Inc Wiper Blades/Filters 82.00; Timmer Supply Co Water Fountain Parts 1,304.16; Tornow/Barb Birthday Parties Refund 90.00; Twin Lakes Animal Clinic Flagyl/Revolution Plus 74.85; Tyler Technologies Inc Configuration 2,875.00; Visual Gov Solutions LLC Nov Process Fee 5,610.46; Wagner/Raymond Refund After Deposit 29.97.

Motion by Commissioner Corbin, second by Commissioner Shaw to adopt Resolution No. 2021-31 - Sidewalk Repair Improvement 2022. Said resolution establishes the requirements for certain properties to repair areas of defective sidewalk with a final completion date of July 22, 2022 or the City Contractor will complete the work and charges will be assessed. Motion carried unanimously.

Motion by Commissioner Dybdahl, second by Commissioner Corbin to Authorize the Mayor to Sign Law Enforcement Officer Certification Agreement with Frank Mottl. Said agreement allows for Mottl to obtain his

certification while employed as probationary law officer with the City of Madison. The City will sponsor his training and Mottl agrees to work as a certified police officer for the City of Madison for a minimum of 3 years after successful completion of Law Enforcement Basic Certification Course and certification by the State of South Dakota. Motion carried unanimously.

The commission discussed altering the time and frequency of regular city commission meetings. Following discussion, the Commission will try going to two meetings a month for the month of January with one meeting being at 12:30 and one at 5:30. Further decisions will be made after that.

Commissioner Shaw thanked the Finance Office for the work put into the 50 days of Mad Money Vaccine Lottery.

Motion by Commissioner Dybdahl, second by Commissioner Corbin, to adjourn. Motion carried unanimously.

The Board of Commissioners adjourned at 6:02pm.

/s/Sonya Wilt
Finance Officer

CITY OF MADISON							
CASH BALANCES							
NOVEMBER 2021							
		WELLS FARGO	GREAT WESTERN	FIRST BANK & TRUST	CASH BALANCE	Reserved	Undesignated
<u>CASH</u>							
GENERAL	\$	2,238,030.77	\$ 153,790.91	\$ 3,413,511.30	\$ 5,805,332.98	\$ 5,358,238.92	\$ 447,094.06
PARK & RECREATION	\$	453,086.48	\$ 4,719.47	\$ 352,876.78	\$ 810,682.73	\$ 533,344.56	\$ 277,338.17
LODGING & ENTERTAINMENT TAX	\$	9,563.12		\$ 650.86	\$ 10,213.98		\$ 10,213.98
COMMUNITY DEVELOPMENT	\$	27,063.43			\$ 27,063.43		\$ 27,063.43
2ND CENT SALES TAX	\$	2,276,450.75		\$ 268,448.15	\$ 2,544,898.90	\$ 53,900.00	\$ 2,490,998.90
BUSINESS IMPROVEMENT DISTRICT	\$	22,334.00			\$ 22,334.00		\$ 22,334.00
SPECIAL MAINTENANCE FEE	\$	1,143,673.41			\$ 1,143,673.41		\$ 1,143,673.41
2019 SEPTEMBER FLOOD	\$	39,033.89			\$ 39,033.89		\$ 39,033.89
SWIMMING POOL DEBT SERVICE	\$	320,895.66			\$ 320,895.66		\$ 320,895.66
GERRY MALONEY NATURE AREA				\$ (46,103.06)	\$ (46,103.06)		\$ (46,103.06)
WATER	\$	844,333.89		\$ 765,198.15	\$ 1,609,532.04	\$ 1,844,421.09	\$ (234,889.05)
ELECTRIC	\$	3,189,446.22		\$ 1,456,350.89	\$ 4,645,797.11	\$ 689,747.86	\$ 3,956,049.25
SEWER	\$	859,646.05		\$ 493,151.58	\$ 1,352,797.63	\$ 1,028,743.31	\$ 324,054.32
COMMUNITY CENTER	\$	(77,819.52)			\$ (77,819.52)		\$ (77,819.52)
SOLID WASTE	\$	519,248.76		\$ 104,620.19	\$ 623,868.95	\$ 53,740.85	\$ 570,128.10
RECYCLING CENTER	\$	149,665.79		\$ 42,678.05	\$ 192,343.84	\$ 115,000.00	\$ 77,343.84
CAFETERIA PLAN	\$	8,624.24			\$ 8,624.24		\$ 8,624.24
					\$ 19,033,170.21	\$ 9,677,136.59	\$ 9,356,033.62
<u>SAVINGS CERTIFICATES</u>							
GENERAL				\$ 589.87	\$ 589.87		
PARK & RECREATION					\$ -		
WATER					\$ -		
ELECTRIC					\$ -		
SEWER					\$ -		
					\$ 589.87		
<u>RESTRICTED CASH</u>							
TAX INCREMENT DISTRICT #2	\$	863.52			\$ 863.52		
GERRY MALONEY NATURE AREA	\$	(545.85)		\$ 328,453.41	\$ 327,907.56		
GRANT CIRCLE TID	\$	21,914.38			\$ 21,914.38		
WATER - LEWIS AND CLARK				\$ 190,661.33	\$ 190,661.33		
WATER DEPOSIT	\$	400.25			\$ 400.25		
ELECTRIC DEPOSIT	\$	114,319.75			\$ 114,319.75		
					\$ 656,066.79		
<u>TOTAL CASH & SAVINGS CERTS</u>	\$	12,160,228.99	\$ 158,510.38	\$ 7,371,087.50	\$ 19,689,826.87		
<u>ANNUAL PERCENTAGE YIELD</u>		MONEY MKT 0.030%	0.050%	0.750%			

**CITY OF MADISON
DESIGNATED RESERVES
NOVEMBER 2021**

GENERAL	FINANCE - ARMORY RESERVE	\$	75,000.57	2ND CENT SALES TAX	4TH & WASHINGTON AVE RESERVE	\$	53,900.00
	FINANCE - DEPOT RESERVE	\$	65,000.47		TOTAL FUND RESERVE	\$	53,900.00
	FINANCE - CITY HALL RESERVE	\$	881,364.83	WATER	WATER DISTRIBUTION RESERVE	\$	508,243.21
	FINANCE - REPAIR/MAINTENANCE RESERVE	\$	225,000.00		TOWER INSPECTION RESERVE	\$	45,803.00
	FINANCE - TECHNOLOGY RESERVE	\$	11,966.77		TOWER PAINTING RESERVE	\$	60,000.00
					TOWER FENCING RESERVE	\$	35,000.00
	ENGINEER - AERIAL PHOTO RESERVE	\$	11,584.25		WELL TREATMENT RESERVE	\$	197,986.00
	ENGINEER - TECHNOLOGY RESERVE	\$	5,000.00		WATER TOWER RESERVE	\$	523,500.00
	ENGINEER - VEHICLE RESERVE	\$	16,155.00		DISTRIBUTION CALIBRATION RESERVE	\$	23,000.00
	ENGINEER - TOTAL STATION RESERVE	\$	2,000.00		LIME/SLUDGE HAULING RESERVE	\$	34,494.73
					DEPRECIATION RESERVE	\$	130,381.36
	POLICE - TECHNOLOGY RESERVE	\$	49,199.43		BIG SIOUX CONNECTION RESERVE	\$	11,012.79
	POLICE - BUILDING RESERVE	\$	850,000.00		PLANT EQUIP REPAIR/REPLACE RESERVE	\$	175,000.00
					WELL MAINTENANCE RESERVE	\$	100,000.00
	FIRE - FIRETRUCK RESERVE	\$	75,000.00		TOTAL FUND RESERVE	\$	1,844,421.09
	FIRE - BUILDING MAINTENANCE RESERVE	\$	10,000.00	ELECTRIC	PLANT EXPANSION RESERVE	\$	100,000.00
	FIRE - COMMUNICATIONS EQUIP RESERVE	\$	20,000.00		WASHINGTON AVE PROJECT RESERVE	\$	22,250.00
	FIRE - SAFETY TRAILER RESERVE	\$	1,000.00		BUCKET TRUCK RESERVE	\$	150,000.00
					TRENCHER RESERVE	\$	2,497.86
	HWY/STREETS - STREET SIGN RESERVE	\$	26,724.76		BACKHOE RESERVE	\$	20,000.00
	HWY/STREETS - STORM SEWER RESERVE	\$	13,718.43		DIGGER DERRICK RESERVE	\$	-
	HWY/STREETS - CURB & GUTTER RESERVE	\$	59,416.89		CENTER STREET LIGHTS RESERVE	\$	25,000.00
	HWY/STREETS - BRIDGE REPAIR RESERVE	\$	8,000.00		GENERATION PLANT RESERVE	\$	80,000.00
	HWY/STREETS - TECHNOLOGY RESERVE	\$	15,089.05		LOAD MANAGEMENT UPGRADE RESERVE	\$	140,000.00
	HWY/STREETS - CAPITAL REPLACEMENT RESERVE	\$	280,284.36		SUBSTATION REPLACEMENT RESERVE	\$	150,000.00
	HWY/STREETS - SHOP BUILDING RESERVE	\$	210,000.00		TOTAL FUND RESERVE	\$	689,747.86
	HWY/STREETS - ROCK CREEK WALL RESERVE	\$	75,000.00	SEWER	PIPE LINING RESERVE	\$	260,000.00
	RESTR USE - FUTURE SITE CLOSURE RESERVE	\$	40,000.00		DEPRECIATION RESERVE	\$	308,761.79
	RESTR USE - LAND PURCHASE RESERVE	\$	225,000.00		MANHOLE LINING RESERVE	\$	22,750.00
	RESTR USE - CELL CONSTRUCTION RESERVE	\$	80,500.00		INFRASTRUCTURE IMPROVEMENT RESERVE	\$	200,000.00
	RESTR USE - BUILDING MAINTENANCE RESERVE	\$	62,734.04		PLANT EQUIP REPAIR/REPLACE RESERVE	\$	96,861.00
					BIOSOLIDS RESERVE	\$	18,387.52
	AIRPORT - IMPROVEMENT PROJECT RESERVE	\$	318,238.02		IP CELL TESTING RESERVE	\$	121,983.00
					TOTAL FUND RESERVE	\$	1,028,743.31
	LIBRARY - MALONEY RESERVE	\$	4,997.18	COMMUNITY CENTER	CAPITAL OUTLAY RESERVE	\$	-
	LIBRARY - GENERAL RESERVE	\$	15,898.58		FUTURE MAINTENANCE RESERVE	\$	-
	LIBRARY - CHECKING/SAVINGS	\$	20,026.71		TOTAL FUND RESERVE	\$	-
	LIBRARY - BUILDING RESERVE	\$	66,505.77				
	COMMUNITY CENTER MAINT/REPAIR RESERVE	\$	450,000.66	SOLID WASTE	GARBAGE CONTAINER RESERVE	\$	-
	ESSENTIAL BOND RESERVE	\$	457,000.00		DEPRECIATION RESERVE	\$	53,740.85
	2ND CNT SALES TX PREFUND CASHFLW RESERVE	\$	576,833.15		TOTAL FUND RESERVE	\$	53,740.85
	DOWNTOWN IMPROVEMENT RESERVE	\$	40,000.00				
	LEPC FLOOD STUDY UPDATE	\$	-	RECYCLING	DEPRECIATION RESERVE	\$	115,000.00
	WILLIAMS BROS SUB FUTURE DEVELOP RESERVE	\$	14,000.00		TOTAL FUND RESERVE	\$	115,000.00
	TOTAL FUND RESERVE	\$	5,358,238.92				
PARK & RECREATION	ADA ACCESSIBILITY RESERVE	\$	-		TOTAL DESIGNATED RESERVES	\$	9,677,136.59
	SIDEWALK RESERVE	\$	75,171.13				
	SWIMMING POOL REPAIR RESERVE	\$	44,398.37				
	SW 4TH & UNION AVE PARK RESERVE	\$	72,650.00				
	PLAYGROUND RESERVE	\$	10,000.00				
	BALLFIELD RESERVE	\$	5,000.00				
	REC TRAIL MAINTENANCE RESERVE	\$	34,640.00				
	INSECT CONTROL RESERVE	\$	15,000.00				
	CHRISTMAS LIGHTS RESERVE	\$	5,775.69				
	TENNIS COURT RESERVE	\$	8,000.00				
	MULTI-USE TRAIL EXTENSION RESERVE	\$	40,000.00				
	CAPITAL REPLACEMENT RESERVE	\$	125,209.37				
	PICNIC TABLES RESERVE	\$	7,500.00				
	PARK ACQUISITION RESERVE	\$	90,000.00				
	TOTAL FUND RESERVE	\$	533,344.56				

**CITY OF MADISON
GROSS SALARIES
NOVEMBER 2021**

DEPARTMENT	AMOUNT	DEPARTMENT	AMOUNT
Mayor & Commission	\$ 4,194.22	Park & Recreation	\$ 16,782.69
Finance	\$ 14,481.13	Water	\$ 28,005.41
General Government Buildings	\$ -	Electric	\$ 53,921.32
Engineer	\$ 8,659.20	Sewer	\$ 27,624.94
Police	\$ 91,120.88	Community Center	\$ 32,738.46
Fire	\$ 5,391.78	Solid Waste Collection	\$ 7,267.44
Highways & Streets	\$ 31,444.68	Recycling	\$ 3,206.54
Snow & Ice Removal	\$ -	Total	\$ 345,585.42
Restricted Use Site	\$ 1,327.50		
Airport	\$ 1,676.27		
Library	\$ 17,742.96		
Planning & Zoning	\$ -		

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

VENDOR	DESCRIPTION	DATE	AMOUNT	ACCOUNT #
Heartland Payment System	Fees - Airport	11/1/2021	\$ 99.21	101.4351.4291
CSI	CSI Fees - Community Center	11/3/2021	\$ 96.69	605.4811.4259
Wells Fargo Bank	Bank Card Discnt/Interch Fees - PD	11/10/2021	\$ 0.80	101.4211.4291
Wells Fargo Bank	BankCard Discnt/Interch Fees - FO (15%)	11/10/2021	\$ 116.50	604.4327.4291
Wells Fargo Bank	BankCard Discnt/Interch Fees - FO (20%)	11/10/2021	\$ 155.33	602.4335.4291
Wells Fargo Bank	BankCard Discnt/Interch Fees - FO (65%)	11/10/2021	\$ 504.83	603.4343.4291
Wells Fargo Bank	BankCard Discnt/Interch Fees - CC	11/10/2021	\$ 147.27	605.4811.4291
IRS	Electronic Tax Payment #23	11/12/2021	\$ 33,896.27	***.****.2172/2173
Money Movers Inc	Program Processing Fees	11/12/2021	\$ 7.00	605.4811.4259
Healthy Contributions	Program Processing Fees	11/15/2021	\$ 6.05	605.4811.4259
IRS	Electronic Tax Payment #24	11/26/2021	\$ 41,701.42	***.****.2172/2173
SD Department of Revenue	Sales Tax - Excise Tax	11/26/2021	\$ 48.71	***.4344.4543
SD Department of Revenue	Sales Tax - Refuse Collection	11/26/2021	\$ 1,769.15	***.4344.4543
SD Department of Revenue	Sales Tax - Rec Center & Miscellaneous	11/26/2021	\$ 1,761.50	***.****.4523/4542/4543
SD Department of Revenue	Sales Tax - Electric Utility	11/26/2021	\$ 44,302.48	603.4344.4541

November 2020 Building Permit Report

Date	Permit No.	Owner	Address	Use	Type of Construction	Contractor	Estimated Build Cost	Permit Fee
11/1	8078	Tyler Pickard	117 N Egan Ave	Com	Install canopy front entrance 16'x2.5' wood frame and finish materials	RH General Construction 1022 NW 3rd St Madison, SD 57042	\$4,000.00	\$52.00
11/1	8077	Buffalo Ridge Concrete, Inc.	45548 SD HW 34	Com	Erect 10'x20' flat alumacore letted business sign highway side of building	self	\$2,500.00	\$35.00
11/1	8112	Tony DeVaney	604 SE 4th St	Res	Replace old chain link fence with wood 6' privacy fence	self	\$1,200.00	\$34.00
11/1	8079	KN Construction	1120 Cypress Ave	Res	New residential construction	KN Construction 27297 Wetlands Rd Harrisburg, SD 57032	\$213,300.00	\$603.00
11/3	8080	Julie Nilles	205 S Union Ave	Res	Demo drywall, remove furnace and replace with new unit, remove/replace electrical wire in utility room insulate and paint drywall	Intek 501 N Harlem Ave Sioux Falls, SD 57104	\$45,000.00	\$371.00
11/10	8084	Parkview Apts	1014 NW 7th St #12	Res	Replace kitchen cabinets/counters	Luke Trowbridge 195 Crawford Rd. Vermillion, SD 57069	\$4,500.00	\$61.00
11/10	8083	Parkview Apts	1010 NW 7th St #105	Res	Replace kitchen cabinets/counters	Luke Trowbridge 195 Crawford Rd. Vermillion, SD 57069	\$4,500.00	\$61.00
11/9	8081	Trish Murphy	614 N Harth Ave	Res	Replacing shingles and putting on plywood	RH General Construction 1022 NW 3rd St Madison, SD 57042	\$4,500.00	\$61.00
11/23	8088	Zandt Enterprises	102 S Egan Ave	Com	Move wall- interior, nonload bearing wall. Finished wall - lights and switches, move and replace	Hall Construction 506 N. Lincoln Ave Madison, SD 57042	\$9,000.00	\$97.00
11/23	8087	Gary Bahr	422 NW 3rd St	Res	Demo House and Garage	Reinicke Construction, Inc 45652 SD HW 34 Madison, SD 57042	\$10,000.00	\$10.00
11/23	8086	Mark Even	521 N Summit Ave	Res	New bathroom. Kitchen sheetrock	Self	\$10,000.00	\$106.00

November 2020 Building Permit Report

Date	Permit No.	Owner	Address	Use	Type of Construction	Contractor	Estimated Build Cost	Permit Fee
11/29	8092	Dave Gilbert	820 NE 5th St	Res	Add 18x16 to existing structure	Dietterle Construction, LLC, 922 Heatherwood Ave Madison, SD 57042	\$65,737.51	\$475.50
11/24	8090	Tim Zandt	100 S Egan Ave	Res	Remove upstairs ceiling and replace with sheetrock and run temp electric wire for lights	RH General Construction 1022 NW 3rd St Madison, SD 57042	\$15,000.00	\$151.00
	13					Total	\$389,237.51	\$2,117.50

CITY OF MADISON
PERSONNEL
DECEMBER 2021

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION	FUND	DEPARTMENT
Hein, Elijah	12/9/2021	NA	PT<20	NA	\$9.45	Daycare Assistant	Community Center	Daycare
Grant, Jewel	12/15/2021	NA	PT<20	NA	\$14.00	Crossing Guard	General	Police



TO: Mayor/Commission
FROM: Brad Lawrence
DATE: December 16, 2021
RE: Declare as Surplus Property

Item

Price (Includes any applicable Sales Tax)

Scrap Wire/Scrap Misc

\$ _____

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

Brad Lawrence

Ron Ellingson

Jerry Seitz



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota

FAA DMA ADO
2301 University Dr., Bldg. 23B
Bismarck, ND 58504

Airport Rescue Grant Transmittal Letter

December 10, 2021

The Honorable Marshall Dennert
116 W Center Street
Madison, SD 57042-2833

Dear Mayor Dennert:

Please find the following electronic Airport Rescue Grant Offer, Grant No. **3-46-0029-022-2022** for **Madison Municipal Airport**. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 31, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, 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. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

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 \$750,000 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 assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

David P. Anderson

David P. Anderson (Dec 10, 2021 14:26 CST)

David P. Anderson
Deputy Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date December 10, 2021

Airport/Planning Area Madison Municipal Airport

Airport Rescue Grant No. 3-46-0029-022-2022

Unique Entity Identifier 168739977

TO: City of Madison

(herein called the "Sponsor")

Channeled 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 an Airport Rescue Grant Application dated November 1, 2021, for a grant of Federal funds at or associated with the Madison Municipal Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Madison Municipal Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Madison Municipal incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

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 **\$32,000**, allocated as follows:
 - \$32,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
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 unless this offer has been accepted by the Sponsor on or before December 31, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** 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, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue 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(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, 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.
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 relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant 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 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/SAM/pages/public/index.jsf>.

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. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. 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.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 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.

16. 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.

17. 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:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. 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:
 1. 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 this Airport Rescue Grant or subgrant funded by this Grant.
 2. 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.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to 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. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of 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.

Dated December 10, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

David P. Anderson

David P. Anderson (Dec 10, 2021 14:26 CST)

(Signature)

David P. Anderson

(Typed Name)

Deputy Manager, Bismarck

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

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

Dated _____

City of Madison

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By: _____

(Type Name of Sponsor's Designative Official/Representative)

Title: _____

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing 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.

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. 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.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It 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 Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

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.^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 -- Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 -- Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 -- New restrictions on lobbying.
- k. 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.
- l. 49 CFR Part 23 -- Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 -- Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 -- Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 -- Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 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.
- q. 49 CFR Part 32 -- Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 -- Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 -- Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- 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. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by 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.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. 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.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant 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.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. 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 Grant 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.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. 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.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any 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 §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, 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 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 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin 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 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, creed, sex, age, or handicap 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, grant, 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, grant, or program.
 - C. 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.
 - D. 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.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that 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.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of November 1, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. 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 Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

MEMORANDUM OF AGREEMENT

RE:

EMPLOYMENT OF LAURIE BUNKER

This Memorandum of Agreement by and between Laurie Bunker (“Employee”) and the City of Madison (“Employer”) shall be effective as of December 19, 2021.

Employee shall be moved from a “17C” to “17I” on Employer’s wage and pay scale in as adopted in Resolution 2021-29 in consideration of performing the duties on the attached Exhibit “A” which is incorporated as if fully set forth herein.

Employee shall perform the duties on Exhibit “A” until December 17, 2022 or upon the hiring of an Aquatics Coordinator for the Community Center, whichever occurs first.

Upon the hiring of an Aquatics Coordinator for the Community Center, or December 17, 2022, whichever shall occur first, Employee shall return to a 17C on Employer’s wage and pay scale.

This Agreement may be extended upon the mutual agreement of the parties.

Nothing herein shall modify or abrogate Employee’s “at will” employment status with Employer and such “at will” employment shall continue.

Laurie Bunker – Employee

Date:_____

CITY OF MADISON, SOUTH DAKOTA

By:_____

Its: Mayor

Date:_____

EXHIBIT A

Job Duties and Responsibilities to be Performed

Department: Community Center & Aquatics

Reports To: Community Center Director

Effective Date: December 19th, 2021 through December 17th, 2022 per Memorandum of Agreement

FLSA Status: Exempt

Grade: Defined in Memorandum of Agreement



JOB SUMMARY

The position is responsible for either performing or oversight of coordinating, planning, organizing, and directing the day-to-day operations of the aquatics department for the Community Center.

ESSENTIAL FUNCTIONS

- Oversees day-to-day aquatics operations, but not limited to directing or assisting other aquatic staff for certain operations if needed.
- Hires, trains, assigns, directs, supervises, schedules, evaluates, and disciplines personnel.
- Develops and/or implements and/or assists in aquatics programming, including recreational, educational, and fitness programming for all ages.
- Leads and instructs staff in aquatics and life-saving courses, including Lifeguard courses, Water Safety Instructor courses, CPR and AED courses, and First Aid courses.
- Maintains accurate records of pool chemical levels, certifications, and facility maintenance for the Aquatic Center at the Community Center.
- Perform routine maintenance and inspects aquatics area to ensure a clean, organized, safe, and well-maintained facility.
- Coordinates, recommends and discusses aquatic maintenance needs, if needed, with contractors and Community Center Directors and City of Madison, if needed.
- Assists in the marketing and distribution of program information.
- Reviews, approves, and submits department timesheets for payroll.
- Develops, implements, and monitors aquatics budget.
- Prepares monthly reports to the Governing Board and the Park Board.
- Ensures compliance with state and national health and safety regulations.
- Performs related duties. Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of supervisory principles and practices.
- Knowledge of aquatics facility and pool maintenance principles.
- Knowledge of water safety, first aid, and lifeguarding principles and practices.
- Knowledge of recreation management principles.
- Knowledge of budget management principles.
- Knowledge of relevant federal and state laws, city ordinances, and department policies and procedures.
- Knowledge of computers and job-related software programs.
- Skill in management and supervision.
- Skill in problem solving.
- Skill in prioritizing and planning.
- Skill in interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Community Center Director assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include the City of Madison Personnel Policy and Procedures Manual and the Community Center handbook, Department of Health and Safety guidelines, American Red Cross guidelines, and city policies and procedures. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied management, administrative, and instructional duties. The wide variety of programs and services provided contributes to the complexity of the position.
- The purpose of this position is to coordinate the provision of aquatics programming and overall successful operation of Community Center programs and services. Successful performance contributes to the efficient and effective delivery of programs and services to area residents.

CONTACTS

- Contacts are typically with co-workers, other city employees, vendors, and the general public.
- Contacts are typically to give or exchange information, motivate persons, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl and taste or smell. The employee must regularly lift and /or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds.
- The work is typically performed in an office, an aquatics facility, and outdoors. The employee is exposed to machinery with moving parts, contagious or infectious diseases, and irritating chemicals. Work requires the use of protective devices such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over assigned part-time and seasonal personnel.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated one to two years' experience in aquatic programs and pool maintenance.
- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with one to three years experience or service.
- Possession of or ability to readily obtain a valid driver's license issued by the State of South Dakota for the type of vehicle or equipment operated.
- Certified Pool Operator or Aquatic Facility Operator.
- Certified Water Safety Instructor.
- Certified Lifeguard Instructor or Water Safety Instructor Trainer

RESOLUTION NO. 2021-38

A RESOLUTION TO APPROVE A PLAT

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

That the Plat of Reinicke Pit Addition within the 3 mile jurisdiction of the City of Madison is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

Dated this __ day of December, 2021.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

Date of Issuance: 12/7/2021

Effective Date: 12/20/2021

Owner: City of Madison

Owner's Contract No.:

Contractor: Halme, Inc.

Contractor's Project No.:

Engineer: Banner Associates, Inc.

Engineer's Project No.: 22831.00

Project: Madison Water System Improvements Phase 2A

Contract Name: Bid Sched 1

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

Description:

Trenching, Excavation, Backfilling – Verify Utility – additional utilities encountered that require verification.

Watermain – additional work required for an emergency repair at 9th & Washington.

Storm Sewer – bid items that were unintentionally omitted from the original bid form.

Sanitary Sewer – bid items that were unintentionally omitted from the original bid form.

Surfacing – Refer to Attached Memo dated October 28, 2021 for subgrade correction work on Lincoln Avenue to be added by change order.

Attachments: Memo dated October 28, 2021 and additional quantities spreadsheet.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 5,949,410.75	Original Contract Times: Substantial Completion: <u>October 1, 2022</u> Ready for Final Payment: <u>November 15, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ 0	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ 5,949,410.75	Contract Times prior to this Change Order: Substantial Completion: <u>Same as above</u> Ready for Final Payment: <u>Same as above</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 55,916.50	[Increase] [Decrease] of this Change Order: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
Contract Price incorporating this Change Order: \$ 6,005,327.25	Contract Times with all approved Change Orders: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>Pat Conry, PE</u>	By: <u> </u>	By: <u> </u>	By: <u> </u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Prime Professional</u>	Title: <u>Mayor</u>	Title: <u>Project Administrator</u>	
Date: <u> </u>	Date: <u> </u>	Date: <u>12/14/2021</u>	

Approved by Funding Agency (if
applicable)

By: _____
Title: _____

Date:

CHANGE ORDER NO. 1

Owner:	City of Madison, SD	Owner's Project No.:	
Engineer:	Banner Associates, Inc.	Engineer's Project No.:	22831.00
Contractor:	Halme, Inc.	Contractor's Project No.:	
Project:	City of Madison Water System Improvements Phase 2A		
Contract:	Bid Schedule 1		

A	B	C	D	E	F
Bid Item No.	Description	Contract Information			
		Item Quantity	Units	Unit Price (\$)	Total Cost (C X E) (\$)
Change					
Change Order #1					
TRENCHING, EXCAVATION, BACKFILLING					
34.1 - CO1	Verify Utility	22	Each	\$300.00	\$6,600.00
WATERMAIN					
CO1-1	Install Owner Furnished 8" MJ Bend (90 Degree) w/ Joint Restraints	2	Each	\$250.00	\$500.00
CO1-2	9th & Washington Emergency Watermain Repair	1	Lump Sum	7,000.00	\$7,000.00
CO1-4	8" x 8" MJ Cross w/ Joint Restraints	1	Each	\$1,300.00	\$1,300.00
STORM SEWER					
143	Sump Drain Line - Type 2	3	Each	\$435.00	\$1,305.00
144	4" Underdrain Pipe	1,000	LF	\$22.00	\$22,000.00
SANITARY SEWER					
156.1 - CO1	10" X 4" Sanitary Sewer Connection	4	Each	\$410.00	\$1,640.00
157.1 - CO1	10" x 6" Sanitary Sewer Connection	4	Each	\$420.00	\$1,680.00
SURFACING					
CO1-3	8" Base Course Salvaged, Asphalt Mix for Dugouts	1,134	CY	\$12.25	\$13,891.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Change Order Totals					\$55,916.50



Banner Associates, Inc.
2307 W 57th St, Ste 102
Sioux Falls, SD 57108
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

MEMO

TO	City of Madison	
DATE	October 28, 2021	
SUBJECT	Alternative Roadway Section on Lincoln Ave between 6 th and 7 th St	
PROJECT	Madison Water System Improvements – Phase 2A	BAI No. 22831.00

THE FOLLOWING IS A RECOMMENDED CHANGE IN WORK ON THE PROJECT. IT HAS BEEN IDENTIFIED THAT THE SUBGRADE ON LINCOLN AVENUE BETWEEN 6TH AND 7TH ST IS DISPLAYING DEFLECTION AND RUTTING THAT IS CONSIDERED EXCESSIVE AND ADDITIONAL SUPPORT IS NEEDED TO PROPERLY RECONSTRUCT THE ROADWAY. THE CONTRACTOR HAS PERFORMED A SCARIFY AND RECOMPACT ON THE SUBGRADE TWICE AND HAS BEEN UNABLE TO ACHIEVE STABILITY. THE SATURATED SOIL CONDITIONS AND REDUCED ABILITY TO DRY MATERIAL, DUE TO WEATHER, HAS RESULTED IN THE UNSTABLE GRADE. IT SHOULD BE MENTIONED THAT UTILITY TRENCHES ARE DISPLAYING INSTABILITY AND NEED TO BE ADDRESSED. TRENCH STABILIZATION EFFORTS ARE NOT INCLUDED IN THIS PROPOSED SUBGRADE IMPROVEMENT.

OPTIONS EVALUATED: (UNIT PRICE BREAKOUT ATTACHED)

- ORIGINAL PLANNED SECTION – 8" BASE COURSE OVER 4" BASE COURSE SALVAGED ASPHALT MIX
 - TOTAL APPROXIMATE COST = \$49,710.00
- ALTERNATIVE SUBBASE SECTION – 5" BASE COURSE OVER 10" SUBBASE WITH GEOTEXTILE FABRIC
 - TOTAL APPROXIMATE COST = \$76,230.00
- ALTERNATIVE DIGOUT WITH MILLING SECTION (PROPOSED) – 12" BASE COURSE OVER GEOTEXTILE FABRIC OVER 8" BASE COURSE, SALVAGED ASPHALT MIX
 - TOTAL APPROXIMATE COST = \$56,092.25

THE PROPOSED ALTERNATIVE SECTION INCLUDES AN ADDITIONAL 8" OF "UNCLASSIFIED EXCAVATION (DIG-OUTS), INSTALLATION OF "BASE COURSE SALVAGED ASPHALT MIX (DIG-OUTS) ON THE BOTTOM 8", ADDITION OF "GEOTEXTILE FABRIC FOR SUBGRADE STABILIZATION" AND 12" "BASE COURSE". THIS ALTERNATIVE SECTION WOULD INCREASE THE COST OVER THE ORIGINAL PLANNED SECTION BY AN ESTIMATED \$6,382.25. A PRICE FOR "BASE COURSE SALVAGED ASPHALT MIX (DIG-OUTS)" WAS RECEIVED FROM HALME. THIS IS INTENDED TO BE A CHANGE ORDER BID ITEM THAT WILL BE USED THROUGHOUT THE PROJECT IN OWNER APPROVED DIG-OUT LOCATIONS. THE PROPOSED UNIT PRICE FOR THIS ITEMS IS \$12.25 / CY.

EVALUATION OF "BASE COURSE SALVAGED ASPHALT MIX (DIG-OUTS)":

- HALME PROPOSED PRICE = \$12.25/CY; APPROXIMATE PRICE PER TON = \$7.65
- COMPARABLE – "IMPORTED TRENCH BACKFILL MATERIAL" = \$15/TON (HALME BID)
- COMPARABLE – "BASE COURSE, SALVAGED, STATE FURNISHED = \$7.92/TON (SD DOT 2019 BIDS)

PREPARED BY

Weston J. Blasius

LINCOLN AVENUE ALTERNATIVE ROADWAY SECTION BETWEEN 6TH ST AND 7TH STREET

	DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL VALUE
Original Planned Section					
	4" Base Course Salvaged Asphalt Mix, 4" Depth	SY	2615	\$10.00	\$26,150.00
	8" Base Course	Ton	1178	\$20.00	\$23,560.00
TOTAL =					\$49,710.00
Alternative Subbase Section					
	Geotextile Fabric For Subgrade Stabilization	SY	2615	\$3.00	\$7,845.00
	3" Unclassified Excavation (Dig-outs)	CY	218	\$10.00	\$2,180.00
	10" Subbase Foundation Aggregate	Ton	1471	\$35.00	\$51,485.00
	5"Base Course	Ton	736	\$20.00	\$14,720.00
TOTAL =					\$76,230.00
Alternative Digout with Millings Section (PROPOSED SECTION)					
	Geotextile Fabric For Subgrade Stabilization	SY	2615	\$3.00	\$7,845.00
	8" Unclassified Excavation (Dig-outs)	CY	581	\$10.00	\$5,810.00
	8" Base Course Salvaged Asphalt Mix (Dig-outs)	CY	581	\$12.25	\$7,117.25
	12"Base Course	Ton	1766	\$20.00	\$35,320.00
TOTAL =					\$56,092.25

TASK ORDER

Task Order No. 10

Effective Date: _____

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

DGR Engineering (Consultant) agrees to provide to: City of Madison, South Dakota (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: 2022 Electric Distribution Conversion Project

TASK ORDER PROJECT DESCRIPTION: The 2022 electric distribution project covered by this engineering services agreement includes the conversion of mainline segments of Feeders 14 and 15 along and near Division Avenue from overhead to underground. These areas of existing overhead distribution circuitry will be converted to new 13.8 kV underground circuitry. As part of the overhead to underground conversion, larger circuitry is being installed to support growing loads on the system and to improve circuit backfeeding capabilities. New mainline circuitry will also be extended east of Division Avenue along Third Street NE to near Airport Avenue. Certain segments of the work are expected to be completed by City electric department staff, including cable terminations, risers, and cut-overs.

DGR CONTACT PERSON: Chad Rasmussen, Asst Dept Head – Electric Power

CLIENT CONTACT PERSON: Brad Lawrence, Electric Utility Director

SCOPE OF WORK:

Preliminary Phase:

- Conduct fieldwork to ascertain the required facilities necessary to develop the circuitry, including development of a work scope definition by all parties.
- Prepare a preliminary primary circuitry plan that shows new 13.8 kV circuitry and connections to the existing system.
- Develop a more detailed cost estimate for the project.
- Develop an updated schedule for the project.

Design Phase:

- Provide field design staking, which includes walking the entire project, developing notes

and collecting data required to finish the design.

- Develop a detailed location-by-location listing of required work.
- Complete design and staking sheet production utilizing City-furnished digital aerial photography for the construction area.
- Develop contracts for major materials (transformers, primary cable, padmount switches). Furnish bidding documents to interested parties.
- Develop plans, specifications, contract documents, and bidding units with drawings, for the labor and materials contract.

Bidding Phase:

- Provide bidding documents to interested bidders, issue planholder lists, and respond to bidder questions.
- Assist the City in receiving bids, attend bid openings, analyze bids, develop spreadsheets detailing bid results, and make recommendations of award of contracts.

Construction Phase:

- Organize and attend a preconstruction conference.
- Review shop drawings.
- Assist in staking distribution equipment locations if desired by the City.
- Assist in construction administration and scheduling.
- Make periodic site visits to observe construction. Resident project observation will be provided by the Owner, not DGR.
- Respond to Contractor questions.
- Process pay requests.

Final Phase:

- Conduct project walk-throughs, and develop “punch lists”.
- Develop close-out documents for signatures.
- Assemble construction record drawings and/or GIS data review.

PROJECT BUDGET: The following is the initial project budget:

Estimated material cost	\$390,000
Estimated construction cost (labor/installation)	\$216,000
Contingency provision	\$80,400
Engineering	\$79,600
Subtotal:	<u>\$766,000</u>

Materials for City work described earlier are included in the above numbers; however, City labor is excluded.

FEE ARRANGEMENT: The fee structure for this project is shown below:

Where a lump sum amount is shown, progress billings will be sent monthly, to represent the appropriate percentage complete for that task. For hourly work, monthly billings will be sent covering work at the hourly rate in effect when the service is rendered. A copy of the current (2021) Fee Schedule is attached as Appendix I.

<u>Component</u>	<u>Fee Type</u>	<u>Fee</u>
Preliminary Phase	Lump Sum	\$9,000
Final Design	Lump Sum	\$46,100
Bidding	Lump Sum	\$8,500
Construction Administration	Hourly Estimate	\$14,000
Post Construction	Hourly Estimate	\$2,000
Total:		<u>\$79,600</u>

All “Lump Sum” work is inclusive of personnel, subsistence, travel, computer, and other costs.

All “Hourly” work will be billed at the then-current Hourly Fee Schedule. In addition to the amount relating to the personnel grade of the individuals doing the work, the only other expenses expected to be billed directly are travel-related costs (primarily mileage); and subsistence costs if overnight stays are required (food and lodging). The fee amounts shown above include an estimate of these expenses.

The following services are not included in the above proposal:

- Soil exploration, surveying, etc.
- Easement procurement

If any of these services are found to be necessary, we can perform them as an Additional Service on an Hourly basis.

TIMETABLE: The following is the preliminary timetable for the project:

<u>Task</u>	<u>Proposed Timeframe</u>
Engineering contract execution	December 2021
Field work & data acquisition	December 2021
Preliminary design complete	January 2022
Major material bids taken (cable, xfmr's, switches)	January-February 2022
Final design complete	April 2022
Construction bids taken	May 2022
Contractor work	June - October 2022
Project closeout	November 2022

SPECIAL TERMS AND CONDITIONS: None

<u>City of Madison, SD</u>	<u>DeWild Grant Reckert and Associates Company</u>
(Client)	d/b/a DGR Engineering
	(Consultant)
By: _____	By: _____
Title: _____	Title: _____
(Authorized signature and Title)	(Authorized signature and Title)
Address: _____	Address: <u>1302 South Union Street</u>
City: _____	City: <u>Rock Rapids, IA 51246</u>
Date: _____	Date: _____

APPENDIX I

DGR ENGINEERING

JANUARY 2021

HOURLY FEE SCHEDULE A

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$96	\$56	\$52
02	\$101	\$61	\$54
03	\$107	\$66	\$58
04	\$113	\$70	\$62
05	\$122	\$75	\$66
06	\$134	\$79	\$70
07	\$145	\$84	\$74
08	\$155	\$90	\$80
09	\$167	\$96	\$86
10	\$179	\$101	\$92
11	\$191	\$107	\$99
12	\$203	\$112	\$112
13	\$216	\$118	\$129
14	\$222	\$126	\$159
15	\$228	\$136	\$209

Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at \$0.80 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.