

MADISON MUNICIPAL AIRPORT BOARD
AGENDA
October 18, 2022
6:00pm - Airport Lobby - 1600 Airport Drive

Call to Order

Approve September 20, 2022 Minutes

Approve October 18, 2022 Agenda

Appearances/Acknowledgements/Correspondence

- 1) Acknowledge KLJ Status Report – September 2022

Unfinished Business

- 1) Discuss Responsibilities for Destruction/Removal Costs of the Old T-Hangars

New Business

- 1) Ratify Bills – September 21, September 28, October 5
- 2) Discuss Flashers on Runway
- 3) Approve Sale of Hangar - East River Electric

Public Comment

Announcements

- 1) Next Meeting – November 15, 2022

Adjourn

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

MADISON MUNICIPAL AIRPORT BOARD
MINUTES
September 20, 2022
6:00pm - Airport Lobby - 1600 Airport Drive

Call to Order 18:00 hrs

Roll Call: Present: Myron Downs, Tim Peters, Roy Brown, Ken Johnson, ex-officio George Colombe

Absent: Dave Gilbert, Morris Riggan, Commissioner Shaw

Guest: Charlie Keppen

Approve August 16, 2022 Minutes: Motion to approve by Myron, 2nd by Roy, motion carried.

Approve September 20, 2022 Agenda: Motion to approve by Tim, 2nd by Roy, motion carried.

Appearances/Acknowledgements/Correspondence

Acknowledge KLJ Status Report – August 2022: Ken reviewed the KLJ report with the Board.

No action required.

Unfinished Business

Who is responsible for the destruction/removal costs of the old T hangars was discussed.

Review of the hangar leases will be done to determine responsibility for removal.

New Business

Ratify Bills – August 26: Motion by Tim to ratify bills as presented, 2nd by Roy, motion carried.

Public Comment

Announcements

Next Meeting – October 18, 2022

Adjourn: Motion to adjourn by Ken at 18:05 hrs

If special accommodations are necessary to attend any Madison Municipal Airport Board 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.



AIRPORT PROJECT STATUS REPORT

September 30, 2022

MADISON MUNICIPAL AIRPORT

CLIENT CONTACT PERSONS AND ADDRESSES

Morris Riggan, Airport Manager
1600 Airport Drive
Madison, SD 57042

Riggan-Flight-Service@hotmail.com

Ryan Hegg, Director of Engineering and Community Development
116 W Center Street
Madison, SD 57042

Ryan.Hegg@cityofmadisonsd.com

WORK IN PROGRESS

Apron Expansion - Design

KLJ #2005-00264

AIP #3-46-0029-018-2020

The final signed FAA project closeout report was submitted to the SDDOT and FAA on October 27, 2021. FAA notified KLJ that the final payment was made on December 10, 2021. FAA sent KLJ an update email on June 14th that the grant payments did not match the grant costs incurred until May 31, 2022, and final payment is now complete. **FAA sent the Grant Closeout Letter on September 15, 2022, for Grant 3-46-0029-018-2020.**

Apron Expansion - Construction

KLJ #2105-00470

AIP #3-46-0029-020-2021

Construction was completed in 2021. KLJ submitted the signed FAA project closeout report for SDDOT to review on February 1, 2022. SDDOT submitted a letter of final payment to the City on April 25, 2022. Construction costs were under the grant amount. **FAA sent Grant Closeout Letter on Sep 15, 2022, for Grant 3-46-0029-020-2021.**

Hangar Taxilane, Parking Lot and Access Road Reconstruction - Design

KLJ #2205-00411

AIP #3-46-0029-023-2022

KLJ prepared the design agreement with the City of Madison in April 2022. The FAA AIP Grant Application was submitted on April 12, 2022. The FAA grant offer to the City of Madison was announced on June 7, 2022. Survey and soil borings were completed in early summer. The Engineering Design Report is currently being drafted by KLJ, and then will be submitted for FAA review. Design of the construction plans and specs will continue into the fall of 2022. Construction is anticipated in summer 2023.

OTHER ITEMS

- None.

ITEMS REQUIRING ACTION BY CITY/AIRPORT

- None.

ITEMS REQUIRING ACTION BY SDDOT/FAA

- None.

Reported by: Aaron Storm, PE
KLJ Engineering
(605) 444-1864

Aaron.Storm@kljeng.com



cc:

Michelle Basquin, FAA DAK-MIN ADO
Jon Becker, SDDOT
Brad Remmich, SDDOT
Adam Shaw, City of Madison
Sonya Wilt, City of Madison
Heather Beaner, City of Madison
Finance office, City of Madison
Brady Brockel, KLJ Engineering
Jake Braunagel, KLJ Engineering

Michelle.C.Basquin@faa.gov
Jon.Becker@state.sd.us
Bradley.Remmich@state.sd.us
Adam.Shaw@cityofmadisonsd.com
Sonya.Wilt@cityofmadisonsd.com
Heather.Beaner@cityofmadisonsd.com
finance@cityofmadisonsd.com
Brady.Brockel@kljeng.com
Jake.Braunagel@kljeng.com

September 21, 2022

Expense Approval Report by Department

Post Dates: 9/21/2022 - 9/21/2022

Vendor Name	Payable Number	Description (Item)	Account Number	Project Account Name	Post Date	Amount
Department: 4351 - AIRPORT EXPENSE						
Vendor: 000181 - APPEARA						
APPEARA	0789794	Mat Rentals - Airport	101-4351-42210		09/21/2022	53.34
Vendor 000181 - APPEARA Total:						53.34
Vendor: 005957 - BICKETT & SONS						
BICKETT & SONS	INV0000836	Tree Removal - Airport	101-4351-42210		09/21/2022	75.00
Vendor 005957 - BICKETT & SONS Total:						75.00
Vendor: 000035 - COLES PETROLEUM PRODUCTS INC						
COLES PETROLEUM PRODUCTS	46487	Jet Fuel	101-4351-47820		09/21/2022	6,750.00
Vendor 000035 - COLES PETROLEUM PRODUCTS INC Total:						6,750.00
Vendor: 005394 - INFOTECH SOLUTIONS LLC						
INFOTECH SOLUTIONS LLC	18068	Monthly Software &	101-4351-42210		09/21/2022	12.36
INFOTECH SOLUTIONS LLC	18232	Monthly Software &	101-4351-42210		09/21/2022	11.67
Vendor 005394 - INFOTECH SOLUTIONS LLC Total:						24.03
Vendor: 004273 - KLJ ENGINEERING LLC						
KLJ ENGINEERING LLC	10176224	MDS Taxilane/Parking/Access	101-4351-54300	TAXI/PARK/ACCESS-DESIGN	09/21/2022	5,000.00
Vendor 004273 - KLJ ENGINEERING LLC Total:						5,000.00
Vendor: 000832 - REMOTE SYSTEMS INTEGRATION						
REMOTE SYSTEMS	2754	Scheduled AWOS Maintenance	101-4351-42210		09/21/2022	800.00
REMOTE SYSTEMS	2761	AWOS VHF Radio Kit	101-4351-42560		09/21/2022	2,000.00
Vendor 000832 - REMOTE SYSTEMS INTEGRATION Total:						2,800.00
Department 4351 - AIRPORT EXPENSE Total:						14,702.37

September 28, 2022

Expense Approval Report by Department

Payment Dates: 9/28/2022 - 9/28/2022

Vendor Name	Payable Number	Description (Item)	Account Number	Project Account Name	Amount
Department: 4351 - AIRPORT EXPENSE					
Vendor: 005006 - BLUEPEAK					
BLUEPEAK	INV0001001	Phone & Internet	101-4351-42810		238.97
Vendor 005006 - BLUEPEAK Total:					238.97
Vendor: 000033 - CITY OF MADISON					
CITY OF MADISON	INV0000963	27-0108-01	101-4351-42810		7,164.44
Vendor 000033 - CITY OF MADISON Total:					7,164.44
Vendor: 000299 - SD PUBLIC ASSURANCE ALLIANCE					
SD PUBLIC ASSURANCE ALLIA...	28876	Property & Liability Ins 4-1-22-...	101-4351-42110		5,597.06
Vendor 000299 - SD PUBLIC ASSURANCE ALLIANCE Total:					5,597.06
Department 4351 - AIRPORT EXPENSE Total:					13,000.47

October 5, 2022

Expense Approval Report by Department

Post Dates: 10/5/2022 - 10/5/2022

Vendor Name	Payable Number	Description (Item)	Account Number	Project Account Name	Post Date	Amount
Department: 4351 - AIRPORT EXPENSE						
Vendor: 000035 - COLES PETROLEUM PRODUCTS INC						
COLES PETROLEUM PRODUCTS..	9/22/22	Fuel Report 8/27/22 to 9/22/22	101-4351-43115		10/05/2022	246.28
Vendor 000035 - COLES PETROLEUM PRODUCTS INC Total:						246.28
Vendor: 000552 - LAKE COUNTY TREASURER						
LAKE COUNTY TREASURER	9/22/22	Fuel Report 8/27/22 to 9/22/22	101-4351-43115		10/05/2022	4.95
Vendor 000552 - LAKE COUNTY TREASURER Total:						4.95
Department 4351 - AIRPORT EXPENSE Total:						251.23



HANGAR LAND LEASE AGREEMENT

This agreement made and executed this _____ day of _____, 2019, between:

The City of Madison, a South Dakota municipal corporation, hereinafter referred to as “LESSOR”; and **East River Electric Power**, an individual or corporation, hereinafter referred to as “LESSEE”.

The parties hereto agree that LESSOR owns the Madison Municipal Airport situated at 1600 Airport Dr., Madison, SD 57042 in Lake County, South Dakota. Madison Municipal Airport is used by various persons in combination as an airport. The parties agree that the LESSEE has heretofore constructed, together with others, a hangar building, which the LESSEE uses with others, located on said airport. This agreement is made to set down the rights of the parties, including a land lease.

I. DESCRIPTION OF LEASEHOLD

LESSOR and LESSEE desire to enter into and execute an agreement for the lease of the following described premises located in within the Madison Municipal Airport facilities and described as follows, to wit: **HANGAR 1** as listed in the Madison Municipal Airport Hangar Area Plot filed in the office of the Finance Officer, Madison, Lake County, South Dakota; such site and tract of ground is located upon the Airport owned by LESSOR which is situated on the West Half (W ½) of Section Four (4), Township One Hundred Six (106), Range Fifty-two (52), West of the Fifth (5th) PM, Lake County, South Dakota, a parcel being **2272 square feet** upon the following terms and conditions:

Therefore, in consideration to each of the covenants contained herein, it is hereby agreed by and between the parties hereto as follows:

II. TERM

The term of this lease shall be fifteen (15) years from and after the date of this lease, together with an automatic extension for successive one (1) year periods, unless LESSOR gives notice to LESSEE to quit and surrender possession of said tract of ground at least thirty (30) days prior to the expiration of any lease period.

In the event of a catastrophe which would make the continuation of this lease impossible or impractical, such as a destruction of the premises by fire, windstorm, etc., then and in such event, LESSEE may terminate the same without liability for rentals occurring thereafter at the end of any twelve month period after the execution of the Lease, upon ninety (90) days' notice to LESSOR previous to the time when said lease is to be terminated; and LESSEE shall remove or sell the improvements placed upon said premises within thirty (30) days after the termination of this lease. Should any building be removed from said premises, LESSEE further agrees to remove from said premises any footings or floorings. LESSEE agrees that should they desire to sell any structure owned by them on said leased premises that LESSOR shall have first opportunity to buy same at a price to be agreed upon or at the highest offer received by LESSEE from any other bidder. Should LESSOR not purchase said structure, any sale or transfer of said structure shall be acknowledged by the Airport Board prior to the sale being finalized and communicated to LESSOR.

III. RENT

LESSEE agrees to and with the LESSOR to pay the rent for the above-mentioned premises a fee to be established by Resolution and payable in advance on the 1st day of March each year. LESSEE agrees to pay a 1 ½% per month penalty fee for late payment of the annual rent after 30 days from the date of billing.

LESSEE agrees to a termination of the lease if payment has not been received after 180 days.

IV. PURPOSE

That said LESSEE shall have the general use of all public airport facilities and improvements of a public nature which are now or may hereafter be connected with or appurtenant to said Airport, including but not limited to approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigation and navigational aide, lighting facilities, adequate terminal facilities and other public things appurtenant to said airport.

V. CONSTRUCTION OF HANGAR

It is mutually understood and agreed by and between the Parties hereto that LESSEE shall be privileged to build, construct, erect and maintain upon the premises above described one-unit storage hangar for occupancy for non-commercial aircraft storage and that it shall be solely responsible for any and all expense, liability and personal taxes pertaining thereto. LESSEE shall have the right at any time prior to the termination of this lease or any extension or renewal thereof, to remove the hangar or other structures built upon the leased premises by LESSEE provided that the LESSEE shall have paid all rents and performed all covenants herein and provided that the structure shall be removed in its entirety. LESSEE shall store no material, vehicles or other articles outside of the hangar. Hangars are to be used primarily for aviation purposes. Please refer to FAA policy on the non-aeronautical use of airport hangars.

VI. INDEMNIFICATION AND INSURANCE

The LESSEE agrees to indemnify, save, hold harmless, and defend the Airport, City of Madison, its agents and employees, its successors and assigns, individually or collectively, from and against all liability for any claims and actions and all reasonable expenses incidental to the investigation and defense thereof, in any way arising out of or resulting from any acts, omissions or negligence of the LESSEE, its agents, employees, licensees, successors and assigns, or those under its control in, on or about leased premises, or in connections with its use and occupancy of leased premise or use of airports; provided, however, that the LESSEE shall not be liable for any injury, damage, or loss occasioned by the negligence of willful misconduct of the Airport, its agents and employees.

The LESSEE agrees to carry and keep in force a policy of insurance in at least the sum of \$300,000/\$500,000 bodily injury and \$100,000 property damage coverage in a company or companies satisfactory to the Airport Board of LESSOR with a provision that the insurance company will notify said Airport Board of any cancellation or non-renewal of said insurance.

VII. MAINTENANCE

It is further agreed that LESSEE hereunder shall be obligated to maintain the leased premises in good appearance, keeping all grass and weeds trimmed about the building and maintaining the building in a state of good repair.

VIII. SAFETY COMPLIANCE

It is further agreed that LESSEE shall comply with such standards for safety, fire protection, appearance and structural soundness as may be required by the Airport Board or its agent or manager from time to time. LESSEE further agrees to abide by all rules, laws and regulations pertaining to the operation of the Madison Municipal Airport facilities. No storage of any inflammable liquids of more than five (5) gallons will be allowed on leased premises.

IX. INSPECTIONS

It is understood and agreed that the Airport Board or its agent or City of Madison may cause the above premises to be inspected for compliance with any safety or other regulations or ordinances. Inspections shall be made by the Airport Manager, Airport Board President, and Airport Representative for the Board of Commissioners. LESSEE shall be given written Notice of any violations thereof and shall be permitted thirty (30) days from the

date of said Notice in which to correct the deficiencies. In the event LESSEE shall fail to correct the deficiencies within thirty (30) days from the date of Notice thereof, the Airport Board or its agent or manager shall have authority to remedy the deficiencies and to assess the costs thereof against LESSEE. It is further understood that failure to remedy the deficiencies as hereinbefore provided may, at the election of the Airport Board, cancel and terminate this Lease and LESSEE shall be given a reasonable time to remove its property from the premises or to forfeit same. LESSEE agrees that in the event it fails to remove its property from the premises within a reasonable time after the termination of this Agreement, said property shall be forfeited to the City of Madison and it shall lose all right, title and interest therein.

X. NON-DISCRIMINATION

It is further agreed that LESSEE, in the use of the leased premises, shall not on the grounds of race, color or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal law, and LESSEE further agrees to comply with any requirement made to enforce the foregoing which may be demanded of LESSOR by the United States Government under any applicable State or Federal law.

XI. LIMITATIONS

LESSEE shall have all rights and privileges to conduct all business operations authorized under the terms of this Lease, provided, however, that this Agreement shall not be construed in any manner to grant LESSEE, or those claiming under it, the exclusive right to use the premises or facilities of the aforementioned airport other than those premises leased exclusively to LESSEE hereunder. LESSEE shall, however, have the right to use the runways of the LESSOR in taking off, landing and utilizing aircraft to and from the premises hereby leased and further shall have the right of ingress and egress to and from the leased premises so as to safely utilize the leased premises in furtherance of LESSEE'S business.

XII. SUBLEASE

LESSEE shall not have the right to assign or transfer all or any part of its interest herein or sublet the premises or a part thereof without written consent by LESSOR, but which consent shall not be unreasonably withheld.

XIII. BINDING EFFECT

This agreement shall extend to and be binding upon the heirs, executors, administrators, trustees, successors, receivers and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LESSEE:

Name (Print): Mark Hoffman

Signature: Mark Hoffman

Date Signed: 2/15/19

CITY OF MADISON:

Name (Print): _____

Title: _____

Signature: _____

Date Signed: _____

LESSEE:

Name: _____

Signature: _____

Date Signed: _____

ATTEST:

Name: _____

Title: _____

Signature: _____

Address for LESSEE's receipt of notices:

PO Box 227, 2115. Hartn Ave.
Madison, SD 57042

Email: _____

Phone: _____

Address for City of Madison's receipt of notices:

116 W Center St.
Madison, SD 57042

Email: finance@cityofmadisonsd.com

Phone: 605-256-7500

Address for LESSEE's receipt of notices:

Email: _____

Phone: _____