BOARD OF COMMISSIONERS AGENDA
December 19, 2022
5:30 PM – COMMISSION ROOM – 116 W CENTER ST

Please join the Zoom meeting from your computer, tablet or smartphone.
https://us06web.zoom.us/j/85162938456

Meeting ID: 851 6293 8456

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS
South Dakota Public Broadcasting has selected Madison as one of its featured communities on Dakota Life Show for 2023-2024 season

CONSENT CALENDAR
1) Minutes – December 5, 2022
2) Bills for Approval – December 21, 2022
3) Bills for Ratification – December 14, 2022
4) Payroll Bills for Ratification – December 9, 2022
5) Personnel
6) Appointments to Community Center board – Nick Bird to fill vacancy (1-year remaining); Brooke Rollag to fill a new term
7) Approve 2023 Alcoholic Beverage License Application Renewal – Liquor/Wine
8) Award Bid No. 915 – Chemicals – Hawkins, Inc and Pete Lien & Sons

UNFINISHED BUSINESS
1) 5:30pm – Public Hearing – Proposed Resolution 2022-54 – Declare Necessity for Sidewalk Improvement 2023
2) Approve Resolution No. 2022-54 – Declare Necessity for Sidewalk Improvement 2023
3) Approve 2nd Reading Ordinance No. 1654 – Adopting & Enacting City of Madison Codification

NEW BUSINESS
1) Discussion and action related to Liquidated Damages on RD Phase 2 and 9th Street/Union Avenue Improvement Projects
2) Approve First Reading - Ordinance No. 1655 - Amend Appropriation Ordinance No. 1640 for Fiscal Year 2022
3) Approve Community Center Amended & Restated Cooperative Use Agreement with Dakota State University
4) Approve Recycling Services Agreement with Valiant Living
5) Approval of 2023-2027 Capital Improvement Plan
6) Approve proposal from PASQ for strategic planning services

PUBLIC COMMENT

ANNOUNCEMENTS
1) Board Openings – Community Center Board: 1 vacancy with 1 year remaining on term
2) Next Regular Commission Meeting – Tuesday, January 3, 2023 at 5:30 pm

EXECUTIVE SESSION
1) SDCL 1-25-2(1) and SDCL 1-25-2(3)

ADJOURN

Anyone wishing to speak to an item on the agenda must be acknowledged by the chair and come to the podium to address the Mayor and City Commission. Addressing other audience members will not be permitted.
Supplementary agenda information may be accessed at www.cityofmadisonsd.com
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 5, 2022
Regular

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

The Pledge of Allegiance was recited.

Motion by Commissioner Corbin, seconded by Commissioner Wire to adopt the December 5th agenda. Motion carried.

Motion by Commissioner Corbin, seconded by Commissioner Wire, to approve the following items on the consent calendar: Minutes – November 21, 2022, Bills for Approval – December 7, 2022, Bills for Ratification – November 30, 2022, Payroll Bills for Ratification – November 25, 2022, Personnel.

Bills for Approval – December 7, 2022
Anderson Nurseries Inc, Trees 465.00; Appeara, Mat Rentals 53.20; AT & T Mobility, Service for Phones & Tablets 2,020.03; Automatic Building Controls, Fire Alarm Service 607.00; Baker & Taylor, Books 75.44; Blackstone Publishing, CD Books 287.09; Bluepeak, Phone & Internet 3,355.14; Bound to Stay Bound Inc, Books 128.39; Brown/Roy, Meal Reimbursement 28.00; Century Business Products Inc, Copier Contract 148.34; City of Madison, Petty Cash Reimbursement 177.42; Dahl/Kester, Part Time Animal Control 400.00; Dell Marketing LP, Laptop/Dock/Backpack 1,886.00; Demco Inc, Book Supplies 380.32; Dollar General Corp, Table Covers 12.00; First Bank & Trust, Interest Payment 11,520.72; First District Development Co, Admin - HMGP Home Acquisitions 9,239.30; Gale Cengage Learning, Books 123.16; Great America Financial Svcs, Copier Lease 370.11; Hach Co, Chemicals 104.04; Hunter Publishing Inc, November 23 Publications 903.77; Ingram Co, Books 170.68; J & M Construction, Sidewalk Imp Project 11,412.96; Jencks & Jencks PC, December Services/Contract 5,500.00; Lake County Register of Deeds, Sidewalk Deeds 25.00; Lewis Drugs Inc, Christmas Lights 59.88; Madison Ace Hardware, Misc Hardware 56.58; Madison Grocery Store Inc, Groceries 90.79; Micromarketing LLC, DVD 29.99; Norman Engineering & Surveying, INC, Topographic Survey 2,300.00; Northwestern Energy, Utilities 557.36; O Reilly Automotive Inc, Filters 156.58; Office Peeps Inc, Janitorial & Office Supplies 476.95; One Source, Background Check 39.00; Open Access Technology Int'l, AMI Project 7,255.00; Porta Pros Inc, Toilet Rental 170.00; Prostrollo Auto Plaza Co, O Ring/Bolts 27.18; Runnings Supply Inc, Shovels/Tools/Rope 360.98; School Outfitters, Study Pods 1,133.04; SD Municipal League, 2023 Municipal Membership Dues 4,117.20; SD One Call, One Call Services 289.87; SD Police Chiefs Association, 2023 Membership Dues 129.00; SD Public Assurance Alliance, Addition of 2023 Freightliner Garbage Truck 466.51; SD Public Health Laboratory, Water Samples 206.00; Sebco Books Inc, Books 4,719.23; Sign Solutions, Sign Post 1,131.17; Streichers Inc, Uniforms 124.98; Sturdevants Madison Inc, Parts/Antifreeze/Belts/Misc 1,058.03; Timmer Supply Co, Drain Cleaner/Pipes/Cement 79.86; Ukrainian Treasures Inc, Sensory Panels 1,078.00; USA Blue Book, Chemicals 794.60; Wheelco Brake & Supply Inc, Filters 138.82; Winter Contracting Inc, NW 9th St/Union Ave Project 648,082.83.

Bills for Ratification – November 30, 2022
Altec Industries Inc, Annual Inspections 3,074.15; Appeara, Mat Rentals 377.27; Border States Electric Supply, Inventory/Materials 226.50; Builders FirstSource, Drill Bits/Brackets 56.06; Certified Pool Trainers, CPO Training - Aly Black 400.00; City of Madison, Utilities 92,090.08; City of Sioux Falls, Bacteria Testing 154.00; Classic Convenience Inc, Fuel 90.57; Coles Petroleum Products Inc, County Fuel 10,072.93; Core & Main GP LLC, Parts 369.51; Dakota State University, Utilities/Printing 12,879.88; F & M Coop Oil Co, Fuel 111.10; First Bank & Trust, Bond Interest 17,541.67; Goth Electric, Maintenance - Hanger Heaters 915.72; Graybar Electric Co Inc, Inventory/Materials 3,406.86; Hawkins Inc, Chemicals; 1,247.65; Hillyard Inc, Vacuum/Vacuum Bags 744.80; Hunter Publishing Inc, November 10 Publications 145.75; Husman Heating & Plumbing LLC, MMU Building Expansion Tank Replacement 184.05; Josh's Tools LLC, Tray 59.00; Kibble Equipment LLC, Parts 10.68; Krug Products Inc, Parts 268.45; Lake County Treasurer, County Fuel 193.20; Lawson Products, Parts 53.64; Lewis Drugs Inc, Cat Food 49.98; Limmer/Jayson, Travel Reimbursement 92.00; Madison Ace Hardware, Cleaning Supplies/Charger/Light Bulbs 169.43; Madison Grocery Store Inc, ASP Groceries/Turkeys 305.50;

Madison Lawn Care Inc, Early Fall Lawn Application/Custom Lawn Mowing 296.10; Northwestern Energy, Utilities 365.32; O Reilly Automotive Inc, Oil Filter/Wiper Fluid 55.42; Office Peeps Inc, Contract Services/Office Supplies 484.57; Pheasantland Industries, FG Statement Form 101.81; Pizza Ranch, Pizza Delivered to the CC 120.00; Productivity Plus Account, Bumper/Window 31.25; Prostrollo Auto Plaza Co, Unit #5 Repairs 787.45; Runnings Supply Inc, Tools/Shovel/Wood Post/Gloves/Parts 263.99; Sanitation Products Inc, Hyd Filter 192.78; SD Municipal League, 2022 Annual Conference 545.00; Sturdevants Madison Inc, Lights/Seat Cushions/Battery 504.04; Talk The Tee, Decals 42.00; Timmer Supply Co, Air Filter/Toilet Cleaner/Parts 256.26; US Bank, Gen Plant Loan 112,586.47; Wesco Distribution Inc, Milbank Materials 1,680.00; Wheelco Brake & Supply Inc, Parts/Filters 126.08

Payroll Bills for Ratification – November 25, 2022
Health Pool of South Dakota 38,320.77; IRS-EFTPS 51,304.41; Office-Child Support Enforce 1,564.40; SD Retirement System 27,045.52; SD Retirement System 3,065.00.

Personnel
Swanson, Mike 15.71/hr; Corbin, Mackaben 12.00/hr; Hively, Wiatt 26.28/hr.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to direct staff to proceed with Option B – Change Final Completion Date to June 15, 2023 with a winter shutdown for Phase 1A of the Madison System Improvements Project. Motion carried.

Motion by Commissioner Corbin, seconded by Commissioner Wire to direct staff to proceed with Option B – Change Interim Completion Date to October 1, 2022 to begin assessing liquidated damages for Phase 1B through date of winter shut down of the Madison System Improvements Project. Liquidated damages resume when construction period resumes in 2023. Motion carried.

Ryan Hegg gave an update on the Madison System Improvement Projects and the 9th & Union Project. Commissioner Shaw left meeting at 6:02 p.m.

Motion by Commissioner Wire, seconded by Corbin to approve the First Reading of Ordinance No. 1654 – Adopting & Enacting City of Madison Codification. Motion carried.

Motion by Commissioner Corbin, seconded by Commissioner Wire to approve Discuss and Approve Legal Services agreement with Jencks Law. Motion carried.

Motion by Commissioner Wire, seconded by Commissioner Corbin to approve Resolution No. 2022-53 – Declare Necessity for Sidewalk Repair Improvements 2023. Motion carried.

Motion by Commissioner Wire, seconded by Commissioner Corbin to acknowledge Resolution No. 2022-54 – Declare Necessity for Sidewalk Improvement 2023 & Set Hearing Date December 19, 2022. Motion carried.

Motion by Commissioner Corbin, seconded by Commissioner Wire to Approve Resolution No. 2022-55 – Employee CDL Agreements. Motion carried.

Motion by Commissioner Corbin, seconded by Commissioner Wire to approve of construction on property legally described as The West Forty Five (W 45’) feet of the East Ninety (E 90’) feet of Lots One (1) and Two (2), Block Twenty One (21), Original Plat of Madison, Lake County, South Dakota. Motion carried.

Motion by Commissioner Wire, seconded by Commissioner Corbin to Set Bid Date - Bid No. 916 – Surplus Pad Mount Transformers and Pole Mount Transformers - December 21st, 2022 10:00am. Motion carried.

Motion by Commissioner Corbin, seconded by Commissioner Wire to Assign Heartland Energy as Designated Entity to manage Renewable Energy Credits. Motion carried.

Rickey Nickoli of the Elks Club spoke in public comment that they are looking to start a chapter again in Madison.

City Administrator Berreth announced there are two Community Center Board openings for 2023. Next Regular Meeting will be December 19, 2022.

Motion by Commissioner Corbin, seconded by Commissioner Wire, to Adjourn at 6:38 pm. Motion carried unanimously.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of $__.

CITY OF MADISON

PERSONNEL

December 2022

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Newbrough, Cody	12/5/2022		TEMP		15.00	Recreation Lead
Mohr, Chris	12/6/2022	TEMP	PT<20	14.42	14.42	Park Maintenance I

THE CITY OF MADISON

2023 License Renewals
Retail (on-sale) Liquor
Package (off-sale) Liquor
Convention Center (on-sale) Liquor
Retail (on-off sale) Wine & Cider

OWNER NAME	BUSINESS NAME	ADDRESS
LC43 LLC	LC43 Bar	122 S Egan Ave

TABULATION OF BIDS RECEIVED City Bid No. 915 Chemicals For the City of Madison, SD Bid Date: December 14, 2022 Bid Time: 10:00 o'clock A.M.				Graymont Western Lime, Inc 215 N Main St #200 West Bend, WI 53095	Hawkins Inc. 2381 Rosegate Roseville, MN 55113	Pete Lien & Sons 3401 Universal Drive Rapid City, SD 57702	Lhoist North America 20947 White Sands Road Ste. Genevieve, MO 63670	Low Bid Total Cost at Estimated Quantities
Schedule	Description	Quantity	Units	Unit Price	Unit Price	Unit Price	Unit Price	
A	LIME	275	tons	$220.00	-	**$203.15**	$546.96	$55,866.25
B	LIQUID CHLORINE	100	cwt	-	**$155.00**	-	-	$15,500.00
C	CARBON DIOXIDE	15	tons	-	-	-	-	$0.00
D	FERRIC CHLORIDE	2000	gal.	-	**$6.8900**	-	-	$13,780.00
E	FLUOSILICIC ACID	600	gal.	-	**$8.1200**	-	-	$4,872.00
F	AQUEOUS AMMONIA	2000	gal.	-	**$5.400**	-	-	$10,800.00
			Total Bid	$60,500.00	$44,952.00	$55,866.25	$150,414.00	$100,818.25
			Bid Security	10%	10%	10%		

Schedule	Description	2022 Prices	2021 Prices	2020 Prices	2019 Prices	2018 Prices	2017 Prices	2016 Prices	2015 Prices
A	LIME	$181.340	$166.300	$173.490	$166.120	$145.00	$158.50	$160.00	$161.00
B	LIQUID CHLORINE	$79.000	$55.000	$47.000	$48.000	$48.00	$46.50	$47.33	$48.50
C	CARBON DIOXIDE	-	-	-	-	-	-	-	$289.41
D	FERRIC CHLORIDE	$5.950	$5.800	$5.569	$5.480	$5.090	$4.863	$5.220	$5.440
E	FLUOSILICIC ACID	$5.200	$4.600	$4.567	$4.300	$3.55	$3.20	$3.440	$3.857
F	AQUEOUS AMMONIA	$3.950	$3.630	$3.250	$3.150	$3.050	$2.990	NA	NA

prices not from bids

Madison City Commission,

I am against your plan to require sidewalks be installed on our property, for the following reasons.

1. We are not located near a school.
2. We have very low foot traffic through our neighborhood.
3. Three years ago I came to the City Engineers office to ask about sidewalks being installed in our neighborhood. I was planning on planting trees on our property. I was told there were no plans to do so. I planted the trees. They are right where the sidewalk would go.
4. The time frame is also unworkable. Telling us in December to have them done by the end of July is not feasible. Contractors are booked since the storm in May. And I've been told by construction people that cement is of limited supply, contractors being limited on how much cement they can order.
5. There is a sidewalk on the other side of the street from us.

There is no need for sidewalks on our property.
I am planning on attending the meeting on December 19th to participate in the discussion.

Sincerely,
Gary Habeger
Gary Habeger

Dan Whitlock

From: William Chalcraft <chalcraft@pie.midco.net>
Sent: Wednesday, December 14, 2022 12:50 PM
To: Dan Whitlock
Cc: Diane Chalcraft
Subject: Sidewalk Improvement 2023

[You don't often get email from chalcraft@pie.midco.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello Dan,

This message is regarding proposed resolution 2022-54 and our property located at 1319 NW 2nd St. I have a few questions and couple concerns for you as I won't be able to make Monday's meeting.

What is the linear footage you have indicated for our property? I couldn't match up our legal description with any of the properties listed in the attachment to your letter.
What are the minimum requirements for sidewalks? Is it four feet in width with a four inch thickness? Can it abut the curb or is separation required?

My primary concern is the very short proposed deadline to complete the project. Financially, I may end up having to do this myself and live in Pierre, SD. If I do end up hiring a contractor, I have heard they are extremely booked up and will be so even more if this proposed ordinance is adopted. I am also concerned that their price will be increasing drastically as this amount of work is thrust upon a small number of contractors.

Thank you for your time and please share my concerns during the public meeting. Please feel free to contact me at my cell number below if you would like to discuss or have any questions. Thanks again.

Bill Chalcraft
Pierre, SD
605-280-2087

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

December 14, 2022

Ryan Hegg
City of Madison

RE: NW 9th Street/Union Avenue Reconstruction – Contract Completion Dates

Mr. Hegg:
The above referenced project has become inactive for this construction season and has been temporarily surfaced for the winter. This project did not meet milestone completion requirements set forth in the contract. The following is a review of the contract completion dates, the project status and discussion on potential actions to consider for this contract.

NW 9th Street/Union Avenue Reconstruction Contract Dates
Phase 1 Milestone (NW 9th St from Highland Ave to Chicago Ave): October 28, 2022
Substantial Completion:
West of Josephine Avenue: August 11, 2023
East of Josephine Avenue: September 15, 2023
Final Completion: October 6, 2023
Liquidated Damages: Milestone = $800/day; Substantial = $1,500/day; Final = $800/day

NW 9th Street/Union Avenue Reconstruction Discussion:
This project was bid June 30, 2022. A pre-construction meeting was conducted on August 2, 2022 and construction began September 6, 2022. Design changes were made in Phase 1 of the project and resulted in manufacturing delays of the storm sewer structures. The contractor also experienced a delay due to conflicts with underground gas utilities. The contractor completed underground utility work on November 3, 2022, and it became apparent that conventional roadway reconstruction was not feasible due to site and weather conditions. A change order was executed on November 10, 2022 to reconstruct the roadway on 9th St between Olive Avenue and Chicago Avenue using an alternate section. The roadway reconstruction and temporary surfacing was completed by November 16, 2022. The site was prepared for the winter season and the roadway was opened to local traffic.

Total potential days accumulated from the milestone date of October 28, 2022 to November 16, 2022 = 19 days

Through review of the contract and project status, the following are potential actions that could be considered on this contract:

A) Take no action and reserve the option to assess liquidated damages for the working days that have accumulated beyond the milestone date of October 28, 2022. We would recommend that a winter shutdown agreement be coordinated with the contractor and continue the working day count when weather is appropriate in the 2023 construction season.

B) Change the milestone completion date on this project to allow the work to be completed during the 2023 construction season. We would recommend a date of June 15, 2023. We would also recommend that a winter shutdown agreement be coordinated with the contractor. Liquidated Damages could be considered if work is not completed by the modified milestone date.

The potential actions suggested are provided to assist with discussions on assessing liquidated damages or modifying contract dates. The day count provided is calendar based with no consideration of potential project delays or weather delays. In an effort to assist with moving this project forward and coordinate with the contractor, we would request direction from the City of Madison on what actions or non-action you would like to take on the referenced construction contract. Once direction is provided, we will follow up with the contractor and city staff to discuss and prepare documents for commission approval if necessary.

Sincerely,

Weston J. Blasius, PE
Banner Associates, Inc.

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

December 14, 2022

Ryan Hegg
City of Madison

RE: Madison Water System Improvements Phase 2A – Contract Completion Dates

Mr. Hegg:
The above referenced project has met substantial completion and the following is a review of the contract completion requirements and status of the project.

Phase 2A Contract Dates
Interim Completion of NE 9th Street from Washington Ave to Prairie Ave: August 20, 2022
Interim Completion of NE 8th Street from Egan Ave to Lee Ave: August 25, 2022
Substantial Completion: October 6, 2022
Final Completion: November 15, 2022
Liquidated Damages: Interim/Substantial = $1,700/working day; Final = $850/working day

Phase 2A Completion Dates
Interim Completion of NE 9th Street from Washington Ave to Prairie Ave: October 4, 2022
Interim Completion of NE 8th Street from Egan Ave to Lee Ave: October 25, 2022
Substantial Completion: December 8, 2022

Phase 2A Discussion:
The Phase 2A project has met substantial completion and a punch list of items to be completed, prior to final acceptance, was provided to Halme Inc. on December 13, 2022.

Total potential working days accumulated to December 8, 2022, beyond the controlling Interim Completion Date of August 20, 2022 = 76 days

Through review of the contract and project status, the following are potential actions that could be considered on this contract:

A) Take no action and reserve the option to assess liquidated damages for the working days that have accumulated beyond the Interim Completion Date of August 20, 2022. We would recommend that a winter shutdown agreement be coordinated with the contractor and continue the working day count when weather is appropriate in the 2023 construction season.

B) Change the Interim and Substantial Completion Dates on this project to correspond with the documented dates work was completed. Change the Final Completion date to allow the work to be completed during the 2023 construction season. We would recommend a date of June 15, 2023. We would also recommend that a winter shutdown agreement be coordinated with the contractor. Liquidated Damages could be considered if work is not completed by the modified final completion date.

C) Change the Interim and Substantial Completion Dates on this project to correspond with the documented dates work was completed. Do no change the Final Completion date and begin a working day count for assessment of liquidated damages when weather is appropriate in the 2023 construction season. We would also recommend that a winter shutdown agreement be coordinated with the contractor.

The potential actions suggested are provided to assist with discussions on assessing liquidated damages or modifying contract dates. The working day counts provided are calendar based with no consideration of potential project delays or weather delays. In an effort to assist with moving this project forward and coordinate with the contractor, we would request direction from the City of Madison on what actions or non-action you would like to take on the referenced construction contract. Once direction is provided, we will follow up with the contractor and city staff to discuss and prepare documents for commission approval if necessary.

Sincerely,

Weston J. Blasius, PE
Banner Associates, Inc.

ORDINANCE NO. 1655

AN ORDINANCE TO AMEND APPROPRIATION ORDINANCE NO. 1640 FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

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

Section I

That the following sums are appropriately supplemented to meet the obligations of the municipality:

101 GENERAL FUND

4111	MAYOR AND COMMISSION	$	20,000.00
4142	FINANCE	$	30,000.00
4211	POLICE	$	32,000.00
4211	FIRE	$	15,000.00
4192	GENERAL GOVERNMENT BUILDINGS	$	60,000.00
4344	NONOPERATING EXPENSE	$	7,000.00
4551	LIBRARY	$	25,000.00
4580	AQUATIC CENTER	$	10,000.00
5111	TRANSFER OUT - COMMUNITY CENTER	$	30,000.00
5140	SPECIAL ITEMS	$	60,000.00

303 TAX INCREMENT DISTRICT #2

4700 DEBT SERVICE	$	2,500.00

516 GRANT CIRCLE TID

4700 DEBT SERVICE	$	4,500.00

Total Appropriations	**$**	**296,000.00**

Section II

That the following sources of funding necessary to supplement the obligations set forth in Section I shall be derived from:

101 GENERAL FUND

0000 UNASSIGNED FUNDS	$	216,000.00
0000 ASSIGNED FUNDS – CC MAJOR REPAIR	$	60,000.00
0000 ASSIGNED FUNDS – LIBRARY BUILDING	$	13,000.00

303 TAX INCREMENT DISTRICT #2

3100 TAXES	$	2,500.00

516 GRANT CIRCLE TID

3100 TAXES	$	4,500.00

Total Means of Finance	**$**	**296,000.00**

Dated this 3rd day of January, 2023

CITY OF MADISON

____
Mayor

ATTEST: __________________________
Finance Officer

1st Reading: December 19, 2022
2nd Reading: January 3, 2023
Published: January 6, 2023
Effective: January 26, 2023

AMENDED AND RESTATED COOPERATIVE USE AGREEMENT

City of Madison

Dakota State University

THIS AMENDED AND RESTATED COOPERATIVE USE AGREEMENT ("Agreement"), made and entered into this ____ day of _____________, 2022, by and between the City of Madison, South Dakota, a municipal corporation, hereinafter referred to as "City", and the State of South Dakota, acting through the Board of Regents on behalf of Dakota State University, hereinafter referred to as "DSU",

WITNESSETH

PREAMBLE

WHEREAS, both the City, DSU and the South Dakota Board of Regents ("SDBOR") participated in a joint effort commencing on January 24, 2000, to build a community center as an addition attached to the fieldhouse and National Guard Armory located on the DSU campus ("Community Center"); and

WHEREAS, the voters of the City of Madison passed an initiated measure in 1999 to establish an additional one percent (1%) sales tax, which funds were used by the City to pay up to $4.5 million dollars toward the cost of constructing, furnishing and equipping the Community Center; and

WHEREAS, the South Dakota Legislature approved, and the SDBOR, acting on behalf of DSU, issued bonds up to $3 million dollars to construct, furnish and equip the Community Center, which bonds have since been retired; and

WHEREAS, the construction of the Community Center was completed on October 2, 2000, the cost of which, including the furnishing and maintaining said facility, as well as the use of the facility, has been shared between the City and DSU; and

WHEREAS, SDCL 1-24 authorizes public agencies including municipalities to jointly exercise and power, privilege or authority that such public agencies are capable of exercising on their own; and

WHEREAS, the City and DSU now wish to amend and restate the Cooperative Use Agreement originally entered into on January 24, 2000, to: (i) clarify and streamline certain outdated and/or obsolete provisions and (ii)effect such other amendments thereto as hereinafter provided.; and

WHEREAS, membership fees to the general public will be set by the Governing Board. DSU students carrying a minimum of 6 (six) credit hours per semester, will be members of the Community Center. DSU shall provide operating revenue to support membership of students through student fees or other sources in an amount mutually agreed upon by DSU and the City. DSU through student fees or other sources, is solely responsible for DSU debt service obligations; the City of Madison, through the second penny sales tax, is solely responsible for its debt service obligation of the Community Center.

AGREEMENT

NOW, THEREFORE, in such consideration of the mutual covenants and agreements herein contained, the undersigned governmental bodies, through their respective officials, hereby agree as follows:

1. Authority. The parties hereto have agreed to exercise their governmental powers jointly as provided by SDCL 1-24, as amended, to the fullest extent as allowed by South Dakota law. The exercise of these joint

powers is for the purpose of jointly furnishing, maintaining and operating the Community Center as specified herein. Nothing contained herein should be construed to pertain to the fieldhouse, to which the Community Center is attached.

2. Use of Real Estate. The real property on which the Community Center is constructed will continue to be provided by DSU at no additional fee or rent (other than as set forth in this Agreement) for a Community Center so long as the Community Center is located, operated and used on the premises pursuant to this Agreement. DSU agrees to maintain adequate ingress and egress to said facility and agrees that users of said facility shall be free to use designated DSU parking areas and spaces at no additional cost.

3. Use and Purpose. The Community Center will be used by the parties for the following educational, recreational and cultural purposes, to include but not be limited to: public swimming, public recreation, swimming lessons, City recreation and exercise, delivery of instruction, physical education training, athletic team practices and or competition, DSU intramurals, or other similar uses. Reasonable office space will be provided for the Recreation Supervisor for the City, if requested by the City.

4. Ownership of Community Center. Title to the Community Center is vested in and to the State of South Dakota, on behalf of SDBOR, for the use and benefit of DSU.

5. Governing Board. To provide for the effective administration and operation of the Community Center, there is hereby created a four-person governing board, whose membership is comprised of the Mayor and Finance Officer for the City, or their designee(s), and the President and Vice President for Business and Administration for DSU, or their designee(s) ("Governing Board"). The Governing Board shall be responsible for:

   a. Hiring, firing and evaluation of the Community Center Director;
   b. Final approval of the Community Center budget, which also must be approved by DSU and the City Commission.
   c. Setting rates for the Community Center, including without limitations any associated fee structures for general public use and rental rates for special use of Community Center space by external parties;
   d. Establishing policies, processes, and procedures as necessary to provide for the effective operation of the Community Center and its own organizational rules and procedures for the Board to govern its fulfillment of the duties and responsibilities set forth in this Agreement;
   e. Receiving funds from the City, DSU, or other external parties, whether directly or through an associated third-party, for the purpose of operating and maintaining the Community Center;
   f. Keeping and maintaining adequate books and records of all financial transactions related to receipts and expenditures of the Community Center; and
   g. Providing an annual report to the City and DSU, which shall include without limitation, the annual operating costs and revenues, the projected operations costs and revenues for the following year, and the annual budget.

   The Governing Board shall publicly post meeting agendas and open its meetings to the public in a manner generally consistent with the open meetings laws contained in SDCL chapter 1-25. The Governing Board shall also have the authority to purchase any necessary insurance for the protection of its members and/or the Community Center. The Governing Board may establish its own organizational rules of procedure, which may include the selection of officers.

6. Community Center Advisory Committee. To assist the Governing Board through the provision of recommendations and advice on the use and operation of the Community Center, there is hereby created a nine-member advisory committee, consisting of five members appointed by the City and four members appointed by DSU ("Advisory Committee"). Members shall serve three-year terms, unless removed or replaced by the City or DSU, respectively, in which case the individual subsequently appointed shall fulfill

the remainder of the three-year term. The maximum term for any one individual on the committee shall be three-terms, excluding any partial terms a member may be initially appointed to fulfill as a result of a resignation or removal of a prior member. Committee members will serve without compensation. The City and/or DSU may appoint additional non-voting members to the Advisory Committee and for such duration as the parties deem necessary and appropriate to inform or assist the committee.

If for any reason an Advisory Committee member is unable to complete the duration of their appointed term, that Committee member's position and remaining tern shall be replace by appointment respectively from the City or DSU.

The Advisory Committee shall have responsibility for the following:

a. The Advisory Committee shall have the power to establish sub-committees to make recommendations regarding various operations or activities of the Community Center.
b. Advising on policies with respect to the use of the Community Center, such as establishing hours of the day the facility is open, needed equipment, and suggested programming.
c. Providing recommendations to the Community Center Director and Governing Board on the annual budget and any adjustments that may be necessary.
d. Providing recommendations on fees or rentals rates or other charges assessed for the use of the Community Center.
e. The Advisory Committee may establish its own organizational rules of procedure, which may include the selection of officers.

7. Community Center Director. The Community Center Director shall be responsible for:

   a. Annually preparing a budget setting forth anticipated revenues, anticipated expenses and submitting said budget to the Advisory Committee for review and to the Governing Board for final review and approval.
   b. Managing the operation and maintenance of the Community Center in accordance with the approved budget, and providing updates and recommendations to the Advisory Committee and Governing Board in the event of any discrepancies between the projected and actual revenues during the operating year.
   c. Ensuring the Community Center is properly maintained in good and proper order, including the grounds, and to meet any such regulations as may from time to time be established by applicable government agencies including such restriction on the use of distribution of alcoholic beverages, tobacco products or controlled substances as the Board of Regents may prescribe.
   d. Recommending positions for employment that may be necessary for the operation of said facility, and the hiring and firing of individuals to fulfill those responsibilities.
   e. Management and administration of employees working at the Community Center, to include without limitation, hiring, firing, evaluating, and scheduling.

8. Employees of the Community Center. All employees of the Community Center shall be employees of the City, with the City providing the necessary payroll services and associated benefits for such employees, unless otherwise mutually agreed upon in writing by the parties.

9. Ownership of Personal Property. Any and all Community Center equipment provided or purchased by or through the City or DSU, whether currently maintained or hereafter acquired for such use, shall remain for the exclusive use and benefit of the Community Center, so long as the Community Center remains in operation, unless otherwise agreed to in writing by the parties. Other entities, such as the school district, may with the prior approval of the Governing Board, buy and place equipment in the Community Center, subject to a written agreement specifying the mutually agreed terms related to the ownership, maintenance, and disposition of the equipment. The Governing Board may, out of its operating budget or

through gifts or donations received, or a combination thereof, purchase equipment and furnishings for the facility which furnishings and equipment shall be held in the name of the Community Center. In the event the Community Center dissolves, the equipment held by the Community Center shall be sixty percent (60%) the property of City and forty percent (40%) the property of DSU, unless a specific piece of equipment is subject to alternate disposition provided for in writing and signed by the pertinent parties. Any disposition of property hereunder shall be in compliance and consistent with state and local government property disposal provisions.

10. Disposition of Revenues Generated by Community Center. Revenues generated by the use of the Community Center shall be maintained and distributed by the Governing Board in accordance with its authority granted herein, for the purposes of maintaining, furnishing and operating the Community Center. In the event the Community Center dissolves, any funds held by the Community Center at the time of dissolution shall be disbursed with sixty percent (60%) going to the City and forty percent (40%) going to DSU, unless otherwise agreed to in writing by the parties.

11. Joint Utilization of the Community Center. The City and DSU shall cooperate to achieve with respect to the Community Center the maximum level of joint utilization possible to meet the needs of the respective entities. The Governing Board as created herein shall have final authority with respect to conflicts concerning use or scheduling use of the facility.

12. Insurance. The parties agree to provide liability, building and contents coverage for the Community Center as each deems reasonable and appropriate. Each party shall name the other as an additional insured on all policies of liability insurance.

13. Major Maintenance Costs. The parties to this Agreement agree that major maintenance costs such as but not limited to refinishing the roof or exterior walls, major sewer repair, or major repair of electrical, heating or water systems of said facility, above and beyond the amount available in the reserve account set forth in Section 14 below, shall be the responsibility of the City and DSU, with the City being responsible for sixty percent (60%) and DSU responsible for forty percent (40%), unless otherwise agreed to in writing by the parties. The parties further agree that no structural additions to the Community Center may be made without the express written agreement of the parties to this Agreement. The City acknowledges that DSU may not be able to contribute to such additions without the approval of the SDBOR and the State Legislature. Major maintenance and construction projects will be managed by DSU Facilities Mgmt in accordance with the SDBOR policy.

14. Operating Shortfall. In the event that the Governing Board does not have sufficient funds to meet expenses of the Community Center as they fall due, then, in that event, any additional funds for the operation of said facility provided by City or DSU shall be sixty percent (60%) apportioned to the City and forty percent (40%) apportioned to DSU, unless the parties otherwise agree in writing.

15. Reserve Account. The Governing Board shall identify reserves for major maintenance and repair expense. These reserves shall be administered in accordance with Chapter 108 of the South Dakota Session Law of the 1998 Legislative Session. These reserves shall be maintained for the purpose of covering major maintenance and repair costs, with sixty percent (60%) of the reserve account apportioned to the City and forty percent (40%) apportioned to DSU. Any jointly owned personal property, equipment and fixtures, shall be expended in accordance with the provisions of this Agreement.

16. Termination for Default: This Agreement may be terminated, in whole or in part, by either party in the event of the substantial failure by the other party to fulfill its obligations under the Agreement. Prior to such termination the terminating party shall give 90 days' written notice of intent to terminate to the other party. The defaulting party will have 90 calendar days from receipt of the notice to cure the alleged defaults. In the event the default isn't cured, and this Agreement is terminated, any property and funding

maintained or held by the Community Center shall be disbursed as provided herein, unless otherwise agreed to in writing by the City and DSU.

17. Filing of Agreement and Any Amendment or Supplements. This Agreement and any exhibits thereto and any amendments or supplements shall be filed and kept on public record at the Finance Office at the City and at the Business Office of DSU in Madison, South Dakota.

18. Governmental Funding Requirement. This Agreement is contingent on the receipt of both funds and expenditure authority from the South Dakota Legislature and the City of Madison. In the event either the Legislature or the City of Madison fails to provide such funds or expenditure authority necessary to the respective party to fulfill its obligations hereunder in any fiscal year, then and in such event this Agreement shall terminate at the end of the fiscal year during which the last funding or expenditure authority was made available to the pertinent party. The party who receives non-appropriation of funding or expenditure authority shall provide notice of the same to the other party within ten (10) calendar days of such non-appropriation governmental action.

19. Severability Clause. If any provision of the Agreement shall be declared illegally invalid or unenforceable, then the remaining provisions of this Agreement nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent of South Dakota law.

20. Meeting of the Minds. This Agreement constitutes the final meeting of the minds between the parties hereto, and includes all prior negotiations had by the parties in reference to all matters herein contained, and this Agreement shall be binding upon the respective parties hereto, their respective heirs, successors, administrators, and assigns. The parties acknowledge and agree that this Agreement contains the entire and final Agreement of the parties. The parties agree that all Preamble clauses herein are made a material part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures this ________ day of ____________, 20____.

CITY OF MADISON
BY:______________________
NAME:___________________
TITLE:____________________

ATTEST:
BY:____________________
NAME:_________________
TITLE:__________________

SOUTH DAKOTA BOARD OF REGENTS
BY:______________________
NAME:___________________
TITLE:____________________

ATTEST:
BY:___________________
NAME:________________
TITLE:_________________

CITY OF MADISON
MADISON RECYCLING CENTER
RECYCLING SERVICES AGREEMENT

I) General
The Madison Recycling Center ("City") is located at 800 SW 7th Street in Madison, SD. Valiant Living Inc. ("Contractor") has agreed to operate the Madison Recycling Center according to the terms of this Agreement. Operational services will include operation of conveyor, sorting of recyclables, and light custodial duties.

II) Insurance Requirements
The Contractor will not be an employee of the City and will pay all applicable taxes and provide proof of insurance (liability, workers compensation) for itself and its employees. Insurance requirements include General Liability of $1,000,000 per occurrence and $2,000,000 aggregate, naming the City as additional insured, with said insurance coverage to include owner/operator coverage. Contractor agrees to keep the insurance in full force and effect during the term of the contract. Contractor will be required to provide proof of insurance with initial proposal and may be required to provide such proof at any time during the contract period.

III) Sub-Contractor
Under no circumstances will sub-letting, sub-contracting, leasing or transfer of services be allowed.

IV) Hours of Service
Services will be performed between the hours of 7:00 a.m. and 4:00 p.m. Monday - Friday. Specific hours will be determined by mutual agreement of the City and Contractor.

V) Responsibility of Operational Services Contractor
A Contractor supervisor shall be on the job regularly and be active in the oversight, supervision, and inspection of the operational services process. The Contractor will be expected by the City to be responsive to address concerns and insist on a high degree of service quality.

VI) Owner-Provided Supplies
The City will provide and maintain all sorting equipment, safety wear, and custodial supplies. Contractor personnel will be instructed by the City's representative on the use of equipment and supplies.

VII) In-Service Training Provided by Owner
The City's representative will provide initial, mandatory, in-service training to all Contractor employees on proper use of equipment and supplies and sorting procedures. Additional training will be provided as necessary due to personnel changes.

VIII) Payment to Contractor
Contractor must submit a monthly invoice to the City in the amount of $8,853.67. City will process invoice for payment approval in a timely matter.

IX) Contract Term
This contract shall be in effect for 24 months beginning **February 1st of 2023**. City may terminate the contract at any time during the contract term only for just cause related to performance. City shall give the Contractor a reasonable opportunity to remedy and cure unsatisfactory performance prior to termination.

X) Scope of Services

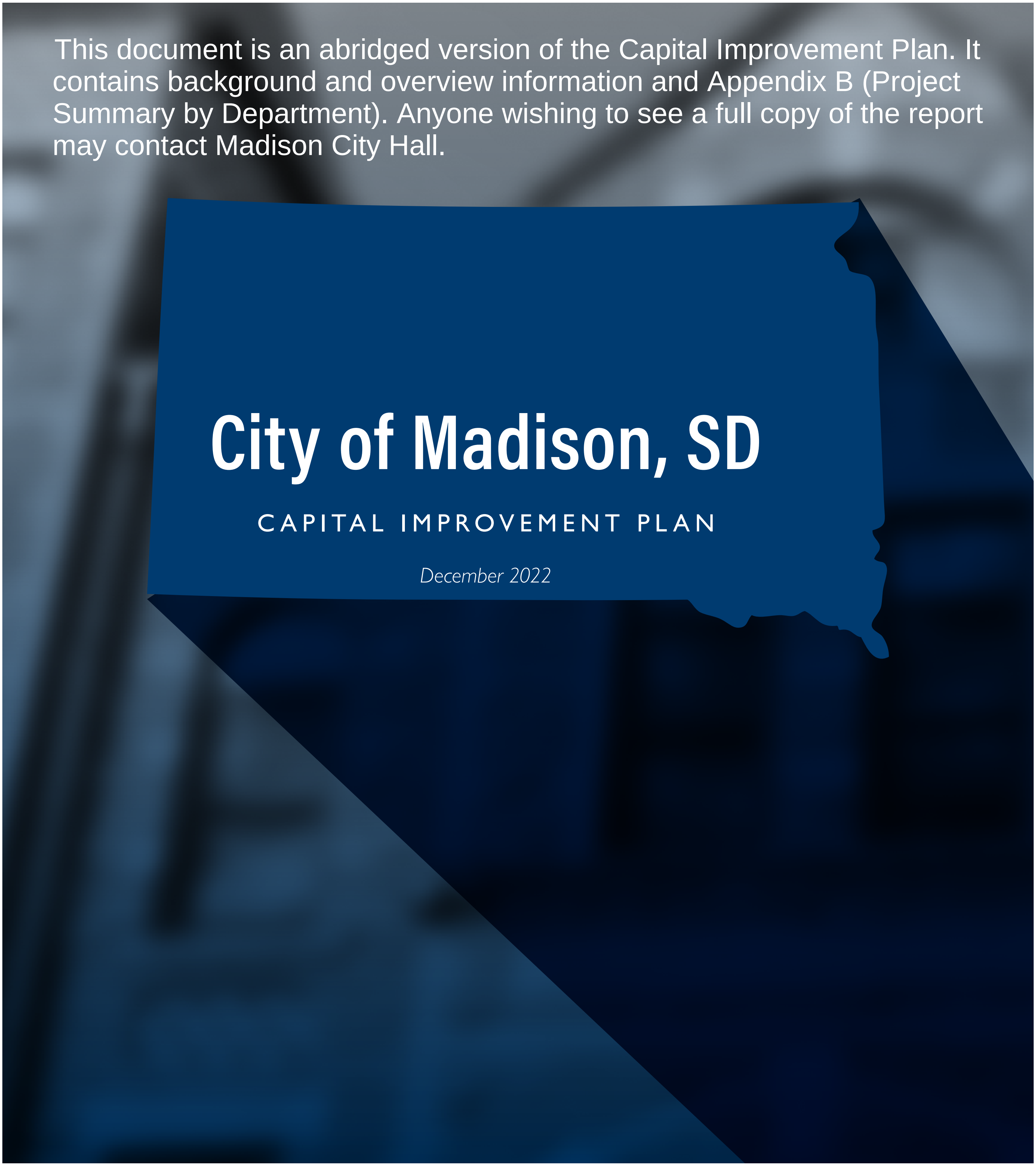
- Operate conveyor
- Sort recyclables and prepare for baling
  - Plastics (natural, hard, colored)
  - Cardboard (including chipboard)
  - Newspaper (including newsprint)
  - Office paper
  - Aluminum
- Maintain cleanliness of work area, office, and restrooms
  - Empty trash containers, including recycling bins and replace liners when necessary
  - Wipe counters
  - Clean and disinfect sinks and toilets
  - Clean and disinfect water fountain
  - Check and clear stairs of any debris
  - Wet and mop floors
- Secure building at completion of workday

XI) Indemnification.

Contractor agrees to indemnify City against and save City harmless from any and all manner of suits, claims, liabilities, demands and expenses (including reasonable attorneys' fees and collection costs) resulting from or arising out of this Agreement, whether directly or indirectly, including the transactions or relationships contemplated hereby (including the enforcement of this Agreement), and any failure by Contractor to perform or observe its obligations under this Agreement.

CITY OF MADISON		**CONTRACTOR – Valiant Living**	
By:		By:	Donna Uthe / ED
Printed Name:		Printed Name:	Donna Uthe
Title:		Title:	Executive Director
Date:		Date:	11/29/22

This document is an abridged version of the Capital Improvement Plan. It contains background and overview information and Appendix B (Project Summary by Department). Anyone wishing to see a full copy of the report may contact Madison City Hall.



City of Madison, SD

CAPITAL IMPROVEMENT PLAN

December 2022

ISG

Architecture + Engineering + Environmental + Planning

Introduction + Purpose

CAPITAL IMPROVEMENT PLAN SUMMARY

OVERVIEW

The Capital Improvement Plan (CIP) is a community planning and budgeting tool used to coordinate the identification, timing, and financing of capital improvements and major expenditures related to the City's equipment and structures. The CIP includes priority ranking, schedules of project funding, and an estimate of project costs. ISG recommends using this CIP as a living document that is reviewed and updated annually to reflect changes in community needs and priorities.

The City of Madison committed to developing a CIP to identify short-term needs, projects, and associated expenditures. The plan provides a working blueprint for sustaining and improving the community's infrastructure and assets and ensuring there is collaboration on large-scale improvements amongst the City's departments. The CIP coordinates strategic planning, financial capacity, and physical development.

INTRODUCTION + PURPOSE

The CIP is a flexible plan based on improvement planning, equipment, and financial projections. Identifying needs helps to schedule the major public improvements that may be incurred by the City over the next five years. A major public improvement or capital expense is described as any project or item that costs at least $10,000. Flexibility of the CIP is established through annual review and necessary revisions. The annual review assures the program will become a continuing part of the budgetary process and will be consistent with changing demands and patterns in cost and financial resources.

The CIP can be used to describe the overall objectives of City development, the relationship between projects with respect to timing and need, and the City's fiscal capabilities. The CIP can also serve as a tool for implementing the City's goals and objectives related to major public improvements and expenditures.

The CIP assists with the following:

- Provides a systematic approach to planning and initiating capital projects, thereby affording the City the opportunity to plan the location, timing, and financing of needed public improvements
- Develops a realistic program of capital spending within the City's projected fiscal capability to finance such projects, avoiding significant changes in the tax levy or bonded indebtedness
- Coordinates public and private improvement projects in order to allow adequate time for design and engineering to eliminate duplication of effort and expense
- Expends public funds in a way that is compatible with the City's adopted Comprehensive Plan
- Informs the public about proposed future projects and expenditures and provides a guiding document for elected and appointed officials
- Provides the necessary planning and lead time required for successful applications to applicable federal and state grants and funding sources

CIP BENEFITS

Systematic approach

Projects financial needs and sources

Informs stakeholders

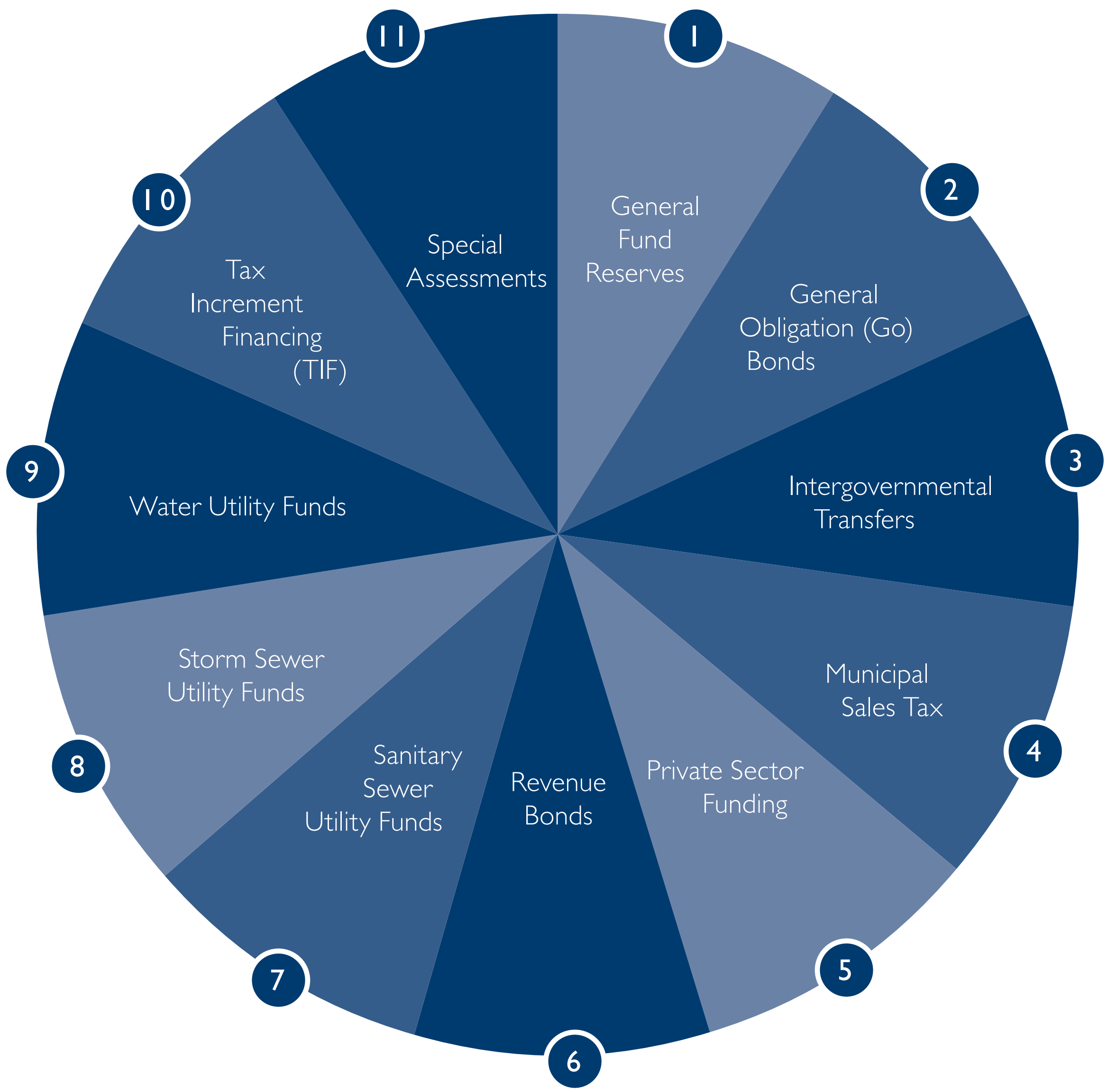
Funding application planning

SOURCES OF FUNDING

The City can utilize a variety of sources to fund the anticipated capital improvements. These sources each have a specific purpose. For example, the Water Utility Fund could finance water main installations but not a street overlay. This report identifies the uses and limitations of the various revenue and funding sources for each City department to consider in consultation with the City's finance officer.

General Fund

The General Fund represents funding from current-year revenue collections that support operations and capital outlay expenditures. Revenue sources include property tax levies, state aid payments, and various permit and license fees. This source of funding is generally used only for operations and small capital purchases or improvements.



1 GENERAL FUND RESERVES

Reserves of the General Fund are the funds remaining after subtracting cash flow and emergency amounts from the City's cash balance, sometimes referred to as the fund balance. The use of the General Fund Reserves is not recommended for capital improvements without significant City staff and Commission review.

2 GENERAL OBLIGATION (GO) BONDS

General obligation bonds are backed by the full faith and credit of the subject municipality. GO bonds typically have a lower interest rate than revenue bonds and are repaid through the City's power as a taxing entity.

3 INTERGOVERNMENTAL TRANSFERS

Intergovernmental transfer funds include revenue sharing from a variety of State and County funding programs per State of South Dakota statute, as well as any special funds or grant dollars received from Federal or State programs that are designated for a specific project.

4 MUNICIPAL SALES TAX + MUNICIPAL GROSS RECEIPTS TAX (MGRT)

South Dakota has a base sales tax of 4.5 percent and allows local governments to add a general municipal sales tax of up to an additional 2.0 percent. Based on budgets for 2020–2022, the City receives an average of $3.5 million in total annual revenue from the 2.0 percent municipal sales tax, which goes into the City's 2nd Cent Sales Tax and General Funds.

In addition to the municipal sales tax, the City also has the option to add an additional 1.0 percent Municipal Gross Receipts Tax (MGRT). This additional sales tax can be imposed on alcoholic beverages, eating establishments, lodging accommodations, and admissions to places of amusement, athletic, and cultural events. Based on budgets for 2020–2022, the City receives an average of $200,000 annually in revenue from the MGRT, which goes into a separate Lodging and Entertainment Tax Fund.

5 PRIVATE SECTOR FUNDING

This funding source consists primarily of payments made by developers for the purchase of land, the installation of water, sewer, streets, or other related expenditures. It can also refer to donations made to the City by individuals or groups.

6 REVENUE BONDS

These are bonds issued for improvements made for a specific revenue-producing facility or operation. The debt incurred is repaid from the revenue generated by the facility. If the revenue generated is insufficient, then the difference becomes an annual obligation of the taxpayers and an additional tax levy; these are generally not subject to referendum unless the City will exceed their 10.0 percent debt capacity with the additional debt.

7 SANITARY SEWER UTILITY FUNDS

Sanitary sewer funds consist of revenue generated from charges for sewage disposal. The cost of operations, existing debt service, and system (capital) improvements determines the ultimate charge levied for the service provided.

8 STORM SEWER UTILITY FUNDS

Storm sewer funds consist of revenue generated by charging storm sewer utility fees that are used to either partially or fully fund storm water projects and improvements.

9 WATER UTILITY FUNDS

Water funds consist of revenue generated from the sale of water. The cost of operations, existing debt service, and system (capital) improvements determines the ultimate charge levied for the service provided.

10 TAX INCREMENT FINANCING (TIF)

In many cases, cities establish special funds to support capital improvements. Tax Increment Financing (TIF) is an example of a special fund. TIF revenue is a result of improvements or new development that incrementally increases existing tax value over time. This type of funding mechanism is often used to eliminate blighted conditions or fund economic development activities.

11 SPECIAL ASSESSMENTS

Special assessments are specific taxes levied to meet the cost of public improvements that benefit the property affected.

PROGRAM DEVELOPMENT

The development of this CIP helps provide clarity to determine short-and long-term needs. In addition to determining needed improvements, it is necessary to identify how to fund the improvements. The following factors are taken into consideration when developing plans and prioritization for project funding.

IDENTIFY FUNDING SOURCE

The City has two main sources of revenue for projects: property taxes, which make up the General Fund, and utility enterprise funds. Typically, sanitary sewer and water system improvements are primarily funded by the respective utility enterprise fund. Property taxes in the form of General Funds are normally used to fund other project categories such as transportation, parks and recreation, and smaller vehicle or equipment purchases.

GRANTS + LOANS

Private, federal, and state grants and loans are often designated for applicable projects like sanitary sewer and water utility improvements, or trail and recreation projects.

EXPLORING PROJECT ALTERNATIVES

Identifying project alternatives provides flexibility in design, which may result in possible cost savings.

BORROWING VERSUS BUDGETING

Borrowing has administrative and bond counsel costs associated with it, as well as an interest rate which may vary. Budgeting and building funds designated toward special improvements each year allows a project reserve to be developed. This will give the City more flexibility to use cash reserves instead of borrowing the full amount for a project. The City should consult with their financial advisor when planning for a large capital expenditure to determine which method is most appropriate.

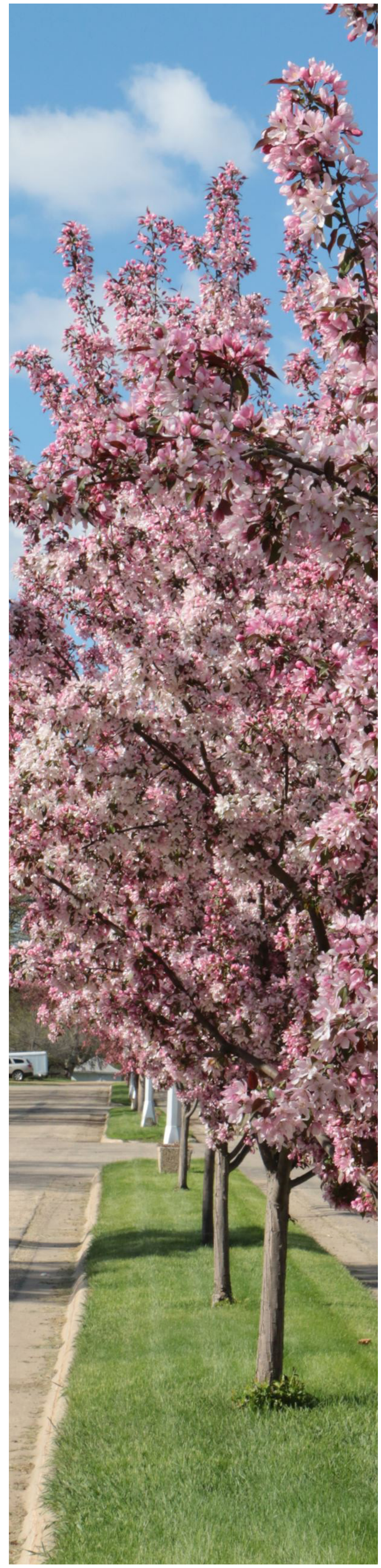
ECONOMIES OF SCALE

It may be advantageous to group projects together when planning improvements. Doing so potentially creates a more desirable and competitive bidding environment, typically resulting in lower overall project costs. In addition, each project is presented and discussed with City representatives to determine the need and priority. These conversations include the following considerations:

- Imminent need
- Public health and safety concerns
- Extending the life of infrastructure
- Potential savings in operating and maintenance costs
- Funding and grant opportunities

UNPROGRAMMED PROJECTS

Unprogrammed improvements are identified projects with costs that are not included in any budgets at this time.

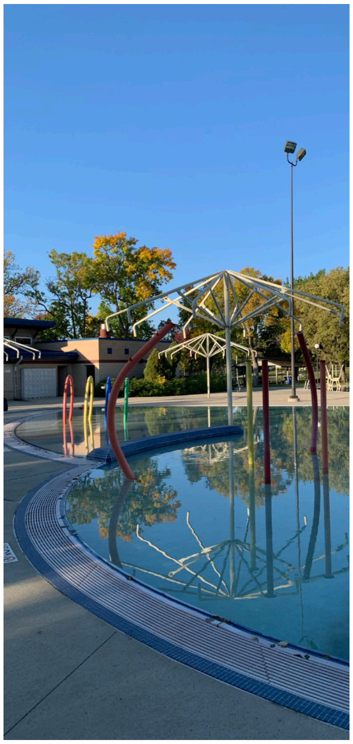


Capital Improvement Plan

CAPITAL IMPROVEMENT PLAN PROCESS

To create the CIP, the City administrator and the heads of City departments partnered with ISG to identify and assess the condition and prioritize improvements for City infrastructure, structures, and equipment. ISG and City staff also conducted two site visits to document existing conditions and identify improvements. For the City of Madison, the CIP development process included the following steps:

- Gather department needs and priorities from City staff and officials during a comprehensive City-wide kickoff meeting
- Conduct follow-up site visits to assess infrastructure, equipment, and structures in partnership with department heads
- Develop a CIP project list and review prioritization with City staff
- Provide a draft CIP for City review and comment
- Refine draft CIP based on City feedback
- Present final CIP to City Commission for adoption and implementation



PLAN DESIGN

To effectively plan for and manage the projects outlined in this CIP, similar expenditures are broken out into their respective department and grouped into the overarching categories of Building and Structure, Equipment, and Projects within each department. The CIP projects are identified within each of the following City departments:

- Fire Department
- Police Department
- City Facilities
  Note: This is not a Department within the City of Madison but includes facility projects for which the City has full or partial responsibility
- Community Center
- Water Utility
- Sewer Utility
- Electric Utility
- Streets, Solid Waste, and Recycling
- Parks and Recreation
- Library
- Airport
- City Engineer

The CIP also includes the following appendices provided for the City's reference and supplemental information

APPENDIX A: TOTAL SPENDING BY DEPARTMENT

ISG recommends that the City Commission review the CIP on an annual basis to adjust priorities accordingly. A breakdown of Total Spending by Department is provided in Appendix A of this report. These totals will evolve as the City Commission prioritizes projects moving forward.

APPENDIX B: PROJECT SUMMARY BY DEPARTMENT

A summary of programmed and unprogrammed projects for each department is included in Appendix B of this report. These projects are broken into the overarching categories of Building and Structure, Equipment, and Projects for the City and department's reference.

APPENDIX C: PROJECT DESCRIPTIONS

Descriptions of each of the programmed and unprogrammed projects are included in Appendix C. The descriptions outline additional information for the project and a budgetary estimate which may include, as applicable, recommended phasing with other identified projects, recommended priority level due to health or safety considerations, and additional details on the budgetary estimate provided in the CIP.

APPENDIX D: ITEMIZED PROJECT COSTS

Itemized project costs for the engineering and facility projects identified by ISG are included for Appendix F for reference

APPENDIX E: FINANCIAL OVERVIEW

Given the influx of non-traditional revenue for the City recently via state and federal programs, projections included in the CIP for revenue and expenditures over the next five years would be unable to accurately capture the City's financial position. For budgeting and planning purposes, the most useful tool in the CIP will be Appendix B, which includes the department's planned projects and budgetary cost. During the budgeting process, the Finance Officer can then use the current fund balances and projections, in parallel with the programmed and unprogrammed projects, to appropriately plan for the upcoming year. As the Commission reviews projects for 2023, ISG will provide a summary of the City's existing debt service and upcoming debt and an overview of previous fiscal year revenue and expenditures as an appendix in the CIP.

APPENDIX F: SUPPLEMENTAL INFORMATION

Supplemental information provided for the purposes of this CIP include the draft Long Range Electrical plan completed by DGR Engineering, the draft 2022 – 2036 Capital Improvement Plan for the Madison Municipal Airport, selected pages from the 2020 Downtown Madison Master Plan, and a summary of results pertaining to the CIP from the October 2021 Madison Community Survey conducted by the City.

Appendix B

PROJECT SUMMARY BY DEPARTMENT

B: PROJECT SUMMARY BY DEPARTMENT

A summary of programmed and unprogrammed projects for each department is included in Appendix B of this report. These projects are broken into the overarching categories of Building and Structure, Equipment, and Projects for City and department reference.

FIRE DEPARTMENT

	PROGRAM YEARS					
ACTIVITY	2023	2024	2025	2026	2027	TOTAL
BUILDING + STRUCTURE						
Overhead Door Replacement	$-	$100,000	$-	$-	$-	$100,000
EQUIPMENT						
Rescue Truck	$170,000	$-	$-	$-	$-	$170,000
Engine Replacement	$-	$-	$-	$-	$350,000	$350,000
Subtotal	$170,000	$-	$-	$-	$350,000	$520,000
PROJECTS						
Cold Storage Building	$-	$-	$150.000	$-	$-	$150,000
TOTAL EXPENDITURES	$170,000	$100,000	$150,000	$-	$350,000	$770,000

UNPROGRAMMED IMPROVEMENTS	
ACTIVITY	COST
LED Lighting	$93,000
Remove + Replace Precast Panel Sealant	$11,000
Replace Gas Fired Tube Heaters	$169,000
TOTAL	$273,000

POLICE DEPARTMENT

	PROGRAM YEARS					
ACTIVITY	2023	2024	2025	2026	2027	TOTAL
EQUIPMENT						
Drone	$15,000	$-	$-	$-	$-	$15,000
Crowd Control	$.	$10,000	$10,000	$-	$-	$20,000
Body + In-Car Cameras	$-	$-	$75,000	$-	$-	$75,000
SRT Equipment	$20,000	$15,000	$15,000	$15,000	$15,000	$80,000
Pole Cameras	$27,500	$27,500	$27,500	$27,500	$27,500	$137,500
TOTAL EXPENDITURES	**$62,500**	**$52,500**	**$127,500**	**$42,500**	**$42,500**	**$327,500**

CITY FACILITIES

	PROGRAM YEARS					
ACTIVITY	2023	2024	2025	2026	2027	TOTAL
BUILDING + STRUCTURE						
ADA Compliance Study - Facilities	$15,000	$-	$-	$-	$-	$15,000
Armory Exterior Improvements	$100,000	$-	$-	$-	$-	$100,000
Depot - Gutter Improvements	$10,000	$-	$-	$-	$-	$10,000
City Hall + Law Enforcement Center	$5,000,000	$3,000,000	$-	$-	$-	$8,000,000
TOTAL EXPENDITURES	**$5,125,000**	**$3,000,000**	**$-**	**$-**	**$-**	**$8,125,000**

UNPROGRAMMED IMPROVEMENTS	
ACTIVITY	COST
Armory - Unprogrammed Improvements	$2,159,000
Depot - Unprogrammed Improvements	$22,500
TOTAL	**$2,181,500**

COMMUNITY CENTER

	PROGRAM YEARS					
ACTIVITY	2023	2024	2025	2026	2027	TOTAL
BUILDING + STRUCTURE						
Roof Replacement	$150,000	$-	$-	$-	$-	$150,000
Conference Room Addition	$-	$50,000	$-	$-	$-	$50,000
PROJECTS						
Replace Multi-Purpose Gym Flooring	$-	$-	$100,000	$-	$-	$100,000
Replace Double Gym Flooring	$-	$-	$-	$275,000	$-	$275,000
TOTAL EXPENDITURES	$150,000	$50,000	$100,000	$275,000	$-	$575,000

UNPROGRAMMED IMPROVEMENTS	
ACTIVITY	COST
HVAC Upgrade	$3,050,000
PA System	$70,000
TOTAL	$3,120,000

WATER UTILITY

	PROGRAM YEARS					
ACTIVITY	2023	2024	2025	2026	2027	TOTAL
BUILDING + STRUCTURE						
Security Upgrades	$30,000	$-	$-	$-	$-	$30,000
Water Building Renovation	$380,000	$-	$-	$-	$-	$380,000
Subtotal	$410,000	$-	$-	$-	$-	$410,000
EQUIPMENT						
Backhoe (Shared)	$-	$-	$-	$25,000	$-	$25,000
PROJECTS						
Unidentified SRF Projects	$3,000,000	$3,000,000	$3,000,000	$3,000,000	$-	$12,000,000
Unidentified City Projects	$700,000	$700,000	$550,000	$550,000	$550,000	$3,050,000
Subtotal	$3,700,000	$3,700,000	$3,550,000	$3,550,000	$550,000	$15,050,000
TOTAL EXPENDITURES	**$4,110,000**	**$3,800,000**	**$3,550,000**	**$3,575,000**	**$550,000**	**$15,585,000**

SEWER UTILITY

	PROGRAM YEARS					
ACTIVITY	2023	2024	2025	2026	2027	TOTAL
EQUIPMENT						
Vac Truck	$550,000	$-	$-	$-	$-	$550,000
Backhoe (Shared)	$-	$-	$-	$25,000	$-	$25,000
Subtotal	$550,000	$-	$-	$25,000	$-	$575,000
PROJECTS						
RD Project	$521,000	$-	$-	$-	$-	$521,000
Unidentified SRF Projects	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$-	$6,000,000
Unidentified City Projects	$250,000	$250,000	$250,000	$250,000	$250,000	$1,250,000
Subtotal	$2,271,000	$1,750,000	$1,750,000	$1,750,000	$250,000	$7,771,000
TOTAL EXPENDITURES	**$2,821,000**	**$1,750,000**	**$1,750,000**	**$1,775,000**	**$250,000**	**$8,346,000**

UNPROGRAMMED IMPROVEMENTS	
ACTIVITY	COST
I&I Study + Program	$50,000
TOTAL	**$50,000**

ELECTRIC UTILITY

	PROGRAM YEARS					
ACTIVITY	2023	2024	2025	2026	2027	TOTAL
EQUIPMENT						
Bucket Truck	$255,000	$-	$-	$-	$-	$255,000
Pole Trailer	$25,000	$-	$-	$-	$-	$25,000
Trencher	$-	$-	$60,000	$-	$-	$60,000
Backhoe (Shared)	$-	$-	$-	$25,000	$-	$25,000
Subtotal	$280,000	$-	$60,000	$25,000	$-	$365,000
PROJECTS						
Feeder Conversions	$1,400,000	$-	$-	$-	$1,250,000	$2,650,000
Meter Upgrades	$-	$250,000	$-	$-	$-	$250,000
Green Substation Upgrades and Transmission Lines	$-	$2,250,000	$2,250,000	$-	$-	$4,500,000
SE Substation Addition and Transmission Line*	$-	$-	$4,700,000	$-	$-	$4,700,000
Power Plant T2 Replacement	$-	$-	$-	$1,700,000	$-	$1,700,000
Unidentified Improvements	$700,000	$700,000	$700,000	$700,000	$700,000	$3,500,000
Subtotal	$2,100,000	$3,200,000	$7,650,000	$2,400,000	$1,950,000	$17,300,000
TOTAL EXPENDITURES	**$2,380,000**	**$3,200,000**	**$7,710,000**	**$2,425,000**	**$1,950,000**	**$17,665,000**

* Needed only in case of truShrimp

UNPROGRAMMED IMPROVEMENTS	
ACTIVITY	COST
Demolition of Abandoned Plant	$325,000
Load Management System Improvements	$700,000
TOTAL	**$1,025,000**

STREETS, SOLID WASTE, RECYCLING

	PROGRAM YEARS					
ACTIVITY	2023	2024	2025	2026	2027	TOTAL
BUILDING + STRUCTURE						
Roof + Siding Improvements	$290,000	$-	$-	$-	$-	$290,000
Shop Gas Heat Conversion	$35,000	$-	$-	$-	$-	$35,000
Subtotal	$325,000	$-	$-	$-	$-	$325,000
EQUIPMENT						
Chassis	$35,000	$-	$-	$-	$-	$35,000
Drum Roller	$40,000	$-	$-	$-	$-	$40,000
Dump Truck Box	$35,000	$-	$-	$-	$-	$35,000
Hoist	$35,000	$-	$-	$-	$-	$35,000
Motor Grader	$325,000	$-	$-	$-	$-	$325,000
Trailer (Shared)	$7,500	$-	$-	$-	$-	$7,500
Plow	$-	$30,000	$-	$30,000	$-	$60,000
Asphalt Laydown Machine	$-	$-	$300,000	$-	$-	$300,000
Backhoe (Shared)	$-	$-	$-	$25,000	$-	$25,000
Dump Truck	$-	$-	$-	$-	$200,000	$200,000
Subtotal	$477,500	$30,000	$300,000	$55,000	$200,000	$1,062,500
PROJECTS						
Restricted Use Site	$250,000	$-	$-	$-	$-	$250,000
Chip Seal Program	$300,000	$300,000	$300,000	$300,000	$300,000	$1,500,000
Subtotal	$550,000	$300,000	$300,000	$300,000	$300,000	$1,750,000
TOTAL EXPENDITURES	$1,352,500	$330,000	$600,000	$355,000	$500,000	$3,137,500

UNPROGRAMMED IMPROVEMENTS	
ACTIVITY	COST
Facility Training Area	$40,000
TOTAL	$40,000

PARKS AND RECREATION

	PROGRAM YEARS					
ACTIVITY	2023	2024	2025	2026	2027	TOTAL
BUILDING + STRUCTURE						
Outdoor Aquatic Center - Gutter + Mechanical Improvements	$15,000	$15,000	$-	$-	$-	$30,000
EQUIPMENT						
Trailer (Shared)	$7,500	$-	$-	$-	$-	$7,500
Vehicle Rotation	$-	$40,000	$-	$-	$-	$40,000
Mower	$-	$-	$75,000	$-	$-	$75,000
Subtotal	$7,500	$40,000	$75,000	$-	$-	$122,500
PROJECTS						
Outdoor Aquatic Center - ADA Route and Parking	$15,000	$-	$-	$-	$-	$15,000
Bathrooms at Totland + Memorial Parks	$100,000	$-	$-	$-	$-	$100,000
Cyber Estates Park	$-	$200,000	$-	$-	$-	$200,000
Campground 1.5 Acre on Egan Avenue	$-	$-	$-	$928,500	$-	$928,500
DSU Athletics Facility Funding Request	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000
Subtotal	$215,000	$300,000	$100,000	$1,028,500	$100,000	$1,743,500
TOTAL EXPENDITURES	$237,500	$355,000	$175,000	$1,028,500	$100,000	$1,896,000

UNPROGRAMMED IMPROVEMENTS	
ACTIVITY	COST
Baughman Park - West Parking Lot	$1,600,000
Campgrounds - 8.0 Acre on Union Avenue	$2,769,500
Community Park + Trail Master Plan	$75,000
Outdoor Aquatic Center - Facility Assessment	$30,000
Splash Pad	$500,000
TOTAL	$4,974,500

LIBRARY

	PROGRAM YEARS					
ACTIVITY	2023	2024	2025	2026	2027	TOTAL
BUILDING + STRUCTURE						
Replace Flooring + Repaint Interior	$10,000	$-	$-	$-	$-	$10,000
Electrical Upgrades	$-	$85,000	$-	$-	$-	$85,000
Replace Ceiling Tiles	$-	$90,000	$-	$-	$-	$90,000
Partial Roof Replacement	$-	$-	$80,000	$-	$-	$80,000
Subtotal	$10,000	$175,000	$80,000	$-	$-	$265,000
EQUIPMENT						
Furniture Upgrades	$15,000	$15,000	$15,000	$15,000	$15,000	$75,000
TOTAL EXPENDITURES	**$25,000**	**$190,000**	**$95,000**	**$15,000**	**$15,000**	**$340,000**

UNPROGRAMMED IMPROVEMENTS	
ACTIVITY	COST
Building Addition	$910,000
AC/Furnace System	$1,100,000
TOTAL	**$2,010,000**

AIRPORT

	PROGRAM YEARS					
ACTIVITY	2023	2024	2025	2026	2027	TOTAL
PROJECTS						
Hangar Taxilanes	$285,000	$-	$-	$-	$-	$285,000
Airport Access Road + Parking Lot	$375,000	$-	$-	$-	$-	$375,000
Crack Sealing	$-	$20,000	$-	$-	$30,000	$50,000
Reconstruct FBO Apron and Taxilane	$-	$90,000	$835,000	$-	$-	$925,000
ALP, Narrative, AGIS, Ex A, and Land Use Plan	$-	$-	$-	$350,000	$-	$350,000
TOTAL EXPENDITURES	$660,000	$110,000	$835,000	$350,000	$30,000	$1,985,000

CITY ENGINEER

	PROGRAM YEARS					
ACTIVITY	2023	2024	2025	2026	2027	TOTAL
PROJECTS						
Creek Bridge Mitigation	$4,700,000	$-	$-	$-	$-	$4,700,000
Egan Avenue Improvements	$-	$3.000,000	$-	$-	$-	$3,000,000
Pavement Management Plan	$-	$-	$50,000	$-	$-	$50,000
TOTAL EXPENDITURES	**$4,700,000**	**$3,000,000**	**$50,000**	**$-**	**$-**	**$7,750,000**

UNPROGRAMMED IMPROVEMENTS	
ACTIVITY	COST
Downtown Master Plan	$1,140,000*
USACE Flood Mitigation - Park Creek Dam**	$9,525,000
USACE Flood Mitigation - Tributary Dam**	$2,841,000
USACE Flood Mitigation - Combined Dams**	$12,366,000
USACE Flood Mitigation - Railroad Culverts**	$1,981,000
TOTAL	**$13,506,000**

*Cost included for two blocks of reconstruction between 4th Street Northeast and 2nd Street Northeast, serving as a representative section.

**Each USACE project is an alternative for the City to consider, not a series of improvements.

Only one project, the Combined Dams, is included in the Unprogrammed Improvements Total.

CITY OF MADISON, SOUTH DAKOTA

COMMUNITY STRATEGIC PLAN PROPOSAL

Submitted by

PASQ

Real. Rural. Solutions.

TABLE OF CONTENTS

INTRODUCTION

On behalf of PASQ (pronounced ‘pask’), please accept the enclosed materials as response to your request for proposals for strategic planning services for the City of Madison. We hope you will find that our proposed approach and outcomes, as well as our team’s professional experience and expertise in creating long-term, viable solutions for communities, make us a unique and effective fit to serve the Madison community.

Founded in 2017 by Erik Muckey, PASQ brings together the best talents and energy of four, passionate, rural South Dakotans leveraging experience in nonprofit management, rural development and housing policy, zoning and code enforcement, commercial real estate, and staffing and workforce to support rural communities and tribal nations on the northern Plains. PASQ focuses their services on nonprofit and economic development agency support through strategic planning, executive coaching, board training and development, and government relations efforts. Above all, PASQ takes an approach that strategy must also be applicable, pragmatic, and focused on real community needs.

The City of Madison and Lake County are at a significant juncture of community development. New opportunities arise with a growing Dakota State University, as well as recent housing and commercial development—all while facing continued headwinds of rising interest rates and challenges of workforce shortage and population change that are common to rural eastern South Dakota. Given these unique relationships, a strategic planning effort that guides community development through 2026 will help the community understand its needs, respond to immediate challenges, and act upon opportunities in industry development, quality of life, university/community relations, cultural identity, and capacity building for the City of Madison and key stakeholders.

PASQ will ensure that any process identifying key strategic challenges, opportunities, and recommendations for action include all available quantitative data, as well as ensuring community voices are heard through both key informant interviews and community dialogue sessions. We believe that this approach to strategic planning will provide the City of Madison with a shared vision, unified community, and a vibrant future.

PROPOSED STRATEGIC PLANNING APPROACH

In response to the request for support, PASQ proposes a “living” strategic plan with an 3-year time horizon (through 2026) that provides opportunity for the City of Madison and key stakeholders in community development—including but not limited to Lake Area Improvement Corporation, Greater Madison Area Chamber of Commerce, and Dakota State University—to adjust data and outcomes every two years, as needed. At a time of change and significant investment in businesses, post-secondary and K-12 education, and health systems in the community, a community strategic plan that provides a shared, common vision for the community while allowing for updated benchmarking, data, and community feedback can ensure this is an actionable plan that does not end up on a shelf.

PASQ proposes a strategic planning process that focuses on three core tenants:

- **Establish clear vision, guiding principles, and goals for community development by engaging community members, business and education and civic leaders, and those served by City of Madison programs—citizens.** The most essential element of a community strategic plan is providing the baseline for a common vision of Madison’s future, as well as laying a foundation for the policies and strategies that will accomplish this vision and goals for the future. Through guided stakeholder interviews and community feedback sessions, PASQ anticipates a clear vision and set of principles for development will emerge.

- **Conduct and analyze Madison’s economic base of local and traded economic clusters, including a review of key themes, case studies of peer communities, and diamond analysis for strong traded clusters.** Additional review of retail corridors may be provided in addition to industry review. This review will provide a basis for the strategies that meet Madison’s visions and goals as identified through community feedback. The economic base analysis also provides an opportunity to highlight greatest opportunities and challenges facing Madison’s economic prospects over the next five-to-eight-year period.

- **Create an inventory of key resources, amenities, institutions, and cultural conditions that contribute to community livability, as well as support for ongoing community development.** By creating a clear understanding of what contributes to Madison’s community identity and vitality will provide cultural context, human factors, and understanding of core community services that will inform how economic base analysis and efforts to increase tax base will ultimately support and be used for the benefit of community members.

These core tenants of strategic planning will culminate in a report including a community vision statement, along with guiding principles and accompanying goals, strategies, and outcomes for review on an every-other-year basis. Activities that will drive this final deliverable include:

- Creation of a seven-member steering committee of city and county leaders that will ensure key community stakeholders are included in process and share responsibility for development and implementation of the Madison community strategic plan
- Presentation of relevant demographic, economic, employment, housing, education, land use, community amenities and resources, and cultural conditions, with emphasis on providing a comprehensive, easily-accessible data source for Madison and Lake County needs *(includes economic base analysis)*
- Application of a mixed-methods approach to gathering community feedback involving three steps:
    - Three (3) community gatherings, open to the public, focusing on developing a vision for Madison, presenting alternatives, and a draft plan review
    - A minimum of 20 key informant interviews that include employers represented on LAIC and Chamber of Commerce boards, as well as local economic development institutions, employers/business owners of local cluster industries (e.g., businesses not exporting their products outside of the community), key populations (e.g., students, retired community members, recently relocated and/or local families with children in school)
    - Online survey designed to capture feedback focusing on employment, housing, local amenities & resources, connection to community, and challenges/opportunities faced in lived experience
    - If necessary, smaller focus group discussions with key populations in Madison (e.g., Dakota State University students) where feedback or participation is limited in community survey
- Review of results, highlighted in SWOC (strengths, weaknesses, opportunities, and challenges) analysis, as well as economic cluster reporting, community feedback analysis, and review of existing/established strategic plans for the community (e.g., Housing Improvement Plan, Capital Improvement Plan, etc.). Additional land use planning and zoning reviews will likely be necessary in this process.
- A clarified vision statement for the City of Madison and the surrounding region and guiding principles for use of the plan
- Creation of key goals, strategies, outcomes, and responsibility matrix that can be revisited and updated over the course of the three-year time horizon for the plan, focusing on core themes identified in feedback and quantitative data. Sample themes may include:
    - Development of local and traded economic clusters
    - Investing in a livable, healthy Madison
    - Nurturing the "town & gown" relationship between City of Madison and Madison's education systems
    - Developing a shared culture and community identity
    - Matching city resources, staff, and land use to support a vibrant Madison

OUR SERVICE VALUES:

- **We meet you where your needs are.** Meeting community needs is more important to us than pursuing an extra buck.
- **We get to know your team.** Before we begin work, we seek community context from you that is relevant to the process.
- **We continue to follow-up.** Our efforts are built on long-term thinking and building positive, impactful client relationships.
- **We connect you with tools that last for years to come.** PASQ is a collaborative organization focused on client interests.

PROPOSED TIMELINE:

Phase	Key Deliverables	Timeline
Project Kickoff & Initial Resource Gathering	• Executed contract, along with approved scope of work and timeline for communication in Madison community. • Define list of steering committee members and key informant interviews. • Develop timeline and questions to be answered through community survey and dialogue sessions. • Host initial meeting with steering committee members and stakeholders identified alongside City of Madison, focusing on vision of Madison and guiding principles.	Begin: December 19, 2022 End: January 13, 2023
Public Launch & Community Survey	• Host first of three (3) community meetings to introduce strategic planning process and share dates with public. • Share news of the process through public relations and media sources in Madison and Lake County. • Launch community survey through City of Madison website and disseminate through partners. • Follow-up with survey participants and ensure incentives are given as directed. • Conduct initially identified key informant interviews. • Complete initial secondary data research (previous plans governing Madison area economic development) and preparation of economic base and cluster analysis.	Begin: January 23, 2023 End: February 24, 2023
Present Initial Insights	• Provide initial outline, data, trends, and initial recommendations to steering committee members. • Gather feedback on process, form, and substance of recommendations. • Identify remaining questions to be addressed through community feedback sessions.	Begin: February 25, 2023 End: March 4, 2023
Finalize Community Feedback	• Complete any remaining key informant interviews. • Host two (2) additional community dialogue sessions focusing on key topics and questions identified by the steering committee. • Post and share initial insights from community survey to public, along with results of community dialogue sessions. • Analyze themes and conduct any follow-up studies or reviews (e.g., potential land use or zoning conditions for development). • Complete draft strategic plan.	Begin: March 6, 2023 End: March 24, 2023
Present Draft Report for Comment	• Present draft strategic plan to steering committee for feedback and revisions. • Determine and execute appropriate public comment period and process. • Complete recommended revisions and finalize data gathering.	Begin: March 27, 2023 End: April 7, 2023
Finalize & Present 2026 Madison Strategic Plan	• Present final report to City of Madison, steering committee members, and additional stakeholders. • Communicate results in local and regional media. • Establish ongoing review process and maintained responsibilities for the strategic plan. • Determine where additional study or review is needed and connect with relevant community partners or resources.	Begin: April 17, 2023 End: April 17, 2023
Ongoing Engagement	• Provide technical assistance related to the strategic plan and data, outcomes, and strategies (25 hours allocated). • Determine if additional study or review is needed during the implementation timeframe that goes beyond strategic plan.	Begin: May 1, 2023 End: May 1, 2025

PROJECT TEAM AND EXPERIENCE

Project Manager – **Erik Muckey, MBA, MPP, PMP, CNM**

Erik Muckey is the founder of PASQ and brings a unique blend of experiences from public, private, and nonprofit sectors spanning work in financial services, nonprofit management, public policy implementation, agricultural and rural development efforts, and strategic planning. Erik is a graduate of the University of South Dakota (BBA, Economics) and University of Minnesota's Humphrey School of Public Affairs (Master of Public Policy and Certificate of Nonprofit Management, 2020) and Carlson School of Management (Master of Business Administration, 2020). After serving some of the nation's largest financial institutions as a partnership and project manager—earning a Project Management Professional certification in 2017—Erik founded PASQ to make strategy, policy, and economic development services accessible and consistently available to rural communities and tribal nations. Building on his experiences leading strategy efforts with organizations such as GPS 45:93, The Itasca Project, and University of Minnesota Extension's community partners, Erik's multidisciplinary approach makes him an effective strategic planning partner while remaining true to academic training in economic base and cluster analysis.

Outside of PASQ, Erik serves full-time as the CEO Lost&Found, the region's largest nonprofit focusing on comprehensive suicide prevention and postvention programs for youth and young adults (10-34) and their support networks. In this role, Erik built the board and staff team responsible for a transforming Lost&Found from a $3,000 annual budget with impact in two communities to a >$1.1 million budget reaching over 5.1 million people with digital mental health resources in five years. Erik is an Adjunct Professor of Economics for the University of South Dakota and advises several regional nonprofits and social ventures.

Facilitator & Researcher – **Marcus Mahlen, CCIM, SIOR**

Marcus Mahlen is a commercial real estate leader in eastern South Dakota through his full-time role at NAI Sioux Falls and as a partner in PASQ. Marcus joined NAI in February of 2017 as a broker associate. Since the beginning of his time at NAI Sioux Falls, negotiating his first deal at the age of 23, Marcus has shown a passion for putting his client first. His strong work ethic and ability to form strong personal connections in the community has allowed him to complete significant projects for NAI Sioux Falls, including being involved in the Deal of the Year for 2018.

Marcus has completed over 200 sales and leases on behalf of his clients through 2021. These transactions have totaled over 1.5M square feet of building area and 12.5M square feet (+/- 287 acres) of development land. These transactions have totaled over $100M in sale/lease value. His expertise primarily involves investment sales and leasing in the industrial, office, and retail asset classes.

Facilitator & Researcher – **Rachelle Norberg, JD**

Rachelle Norberg is a Gregory County native, growing up and graduating from Burke High School in 2011. She then attended the University of South Dakota in Vermillion where she earned a Bachelor of Science Degree in Economics and Political Science. Rachelle continued her education at USD where she earned her Juris Doctor in 2018, graduating with honors.

Rachelle returned to Burke after graduation to continue providing a wide variety of legal services to Burke and the surrounding communities as a participant of the Rural Attorney Recruitment Program. Rachelle currently serves as the City Attorney for the City of Burke, serves as a Director for Community Memorial Hospital, and was selected as a member for Leadership South Dakota's 2019-2020 class. Rachelle actively supports multiple communities throughout the Burke area through her legal practice, specializing in housing, zoning, and agricultural development.

Rachelle is licensed to practice law in the State of South Dakota and the State of Nebraska. Rachelle is also a licensed abstracter and a licensed real estate broker.

Facilitator & Researcher – **Jessica Meyers**

Jessica Meyers' roots are solidly anchored in the soil of South Dakota. Raised in Winner and Vermillion, SD, Jessica earned her Bachelor's degree at South Dakota State University in Brookings. Jessica and her husband Matt followed the flight pattern of many young adults and left the small towns of SD for bigger cities. After 10 years of living in some of the largest cities in America, she now lives in Sioux Falls with her family. Jessica has worked in the people business for decades. While negotiating contracts for travel nurses during COVID along with her experience on her family dairy farm, Jessica discovered a unique opportunity for the Midwest. She is co-founder and CEO of PorchLight, a talent recruitment firm that partners with rural communities to prepare for the 21st-century workforce and connect rural workers to employment opportunities.

Communications Specialist – **Heidi Marttila-Losure (Dakotafire Media, LLC)**

Heidi Marttila-Losure holds a variety of titles: owner, creative director and story maestro are a few. Heidi grew up on a farm near Frederick, S.D., and graduated from Frederick High School. She attended Concordia College in Moorhead, Minn., and worked at daily newspapers in Asheville, N.C., and Ames, Iowa, before returning with her family to her home farm in 2008. She started Dakotafire Media with business partner Troy McQuillen in 2011. Troy left the business in 2014. Today, in addition to running Dakotafire Media, Heidi is co-owner with her husband, David, of Dakota Sisu Farm, as well as mother to two children.

Heidi established Dakotafire Media, LLC as an ambitious, unique publishing company meant to spark a revival in the Dakotas and beyond through innovative journalism supporting rural communities. *Dakotafire* magazine was launched to meet this goal and ceased publication in 2017. Since then, Dakotafire Media has focused on applying its skills to help people and businesses tell their stories, make meaningful connections, and move closer to strategic goals through publishing, writing, graphic design, media consulting, and conversation facilitation.

ABOUT PASQ

Headquartered in Burke, SD, PASQ is a for-profit entity dedicated to the helping rural communities and tribal nations harness practical and strategic insight for the service of citizens.

We strive to strengthen the ability of economic development agencies, local governments, non-profits, and small-to-medium-sized businesses to create positive, sustainable, long-term solutions to challenges facing rural communities and tribal nations. We engage with organizations and people committed to creating economic, social, and cultural opportunities in rural and tribal communities throughout the northern Plains, and we do so by applying professional skill, academic rigor, and shared perspective. We accomplish our mission through our "practical consulting" practice, providing services such as strategic planning, executive coaching, and industry and policy analysis.

Our organization was founded in 2017 to serve our first client—Dakota Resources—in their effort to bring the pragmatic, process-focused elements of project management practices to their Community Coaching model. Since then, PASQ has applied that same pragmatic and structured approach to serve a variety of nonprofit and economic development agency clients, especially in the aftermath of the COVID-19 pandemic.

All four partners in the firm—Erik Muckey, Marcus Mahlen, Rachelle Norberg, Jessica Meyers—alongside partners at Dakotafire Media (Heidi Marttila-Losure) apply their collective skills and expertise from their everyday roles and experience to serve PASQ clients in a multi-disciplinary fashion. This blended approach of lived experience and academic and professional training to strategy, policy, and organizational development services makes PASQ an effective partner focused on actionable steps and impact.

SCOPE OF WORK & BUDGET

Personnel	Total: $16,975
Erik Muckey, MBA, MPP, PMP, CNM: Coordination and communication with City of Madison and community stakeholders, facilitation, research services, contract management, ongoing technical assistance coordination	150 Hours @ $65/hour
Rachelle Norberg, JD: Facilitation, research services, code & plan review **Marcus Mahlen. CCIM, SIOR**: Facilitation, research services, plan review **Jessica Meyers**: Facilitation, research services, plan review	90 Hours @ $65/hour
Heidi Marttila-Losure: Creation of marketing materials for community discussions and outcomes, report draft and final delivery	25 Hours @ $55/hour
Itemized deliverables that the PASQ team will deliver over the course of the project timeline provided: • Review, edits, and execution of proposal and contract - 5 hours • Conduct initial needs assessment and create steering committee – 10 hours • Creation of final report scope and outline – 10 hours • Creation of data collection instruments/forms - 25 hours • Economic base and resource data collection/entry - 45 hours • Site visits, file review, key informant interviews, and community dialogue sessions - 40 hours • Interview transcription/coding/reporting - 10 hours • Creation of digital and print materials and web platform for reviewing notes – 10 hours • Regular calls with program staff and steering committee members - 30 hours • Creation of dissemination materials and final report - 45 hours • Present draft and final strategic plan to public – 10 hours • Additional technical assistance and support during implementation of plan – 25 hours	
Supplies, Software, & Survey Incentive Allocation	Total: $1,100
Travel Allocation	Total: $2,000
This amount is negotiable. Projections created based upon locations of site and team member locations, using standard business mileage ($.625), lodging ($70/night), and per diem ($32/day).	
Direct, Indirect, Maintenance, and Total Costs	Totals
Total Direct Costs *Costs associated with efforts listed above (staff time, supplies & software, travel)*	$20,075
Total Indirect Costs (6%)	$1,205
Grand Total	**$21,280**