



**BOARD OF COMMISSIONERS AGENDA**  
**Monday, June 5, 2023**  
**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/88069938058>

**CALL TO ORDER**

Meeting ID: 880 6993 8058

**PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

**ADOPT AGENDA**

**APPEARANCES/ACKNOWLEDGEMENTS**

**CONSENT CALENDAR**

- 1) Minutes – May 15, 2023
- 2) Bills for Approval – June 7, 2023
- 3) Bills for Ratification – May 18-June 2, 2023
- 4) Payroll Bills for Ratification – May 26, 2023
- 5) Personnel
- 6) 2023 - 2024 Retail (on-off sale) Malt Beverage & SD Farm Wine License Renewals
- 7) Acknowledge Bid Date – Bid No. 926 – City of Madison Water System Improvement Segment 3 – June 8, 2023, 2:00pm
- 8) Acknowledge Bid Date – Bid No. 928 – Madison Phase 1B & 2A Sanitary Sewer CIPP Lining Project – June 29, 2023, 11:00am
- 9) Acknowledge Bid Date – Bid No. 929 – Madison Phase 1A Sanitary Sewer CIPP Lining (Segment 6) – June 29, 2023, 1:00pm
- 10) Authorize Mayor to sign Verizon Wireless SD08 MADISON CENTER / 185117 Consent for Modification Agreement
- 11) Authorize Mayor to Sign Audit Engagement Letter with Schoenfish & Co., Inc.
- 12) Authorize Mayor to Sign Lake County 2022-2023 Fuel System Agreement
- 13) Declare Surplus Property and Appoint Appraisers – Scrap Wire/Scrap Miscellaneous
- 14) Board Appointments: Jim Iverson (3-year term) and Bob Maxwell (3-year term) to Planning Commission, and Steve Stunes (remaining 5-year term) to Madison Housing & Redevelopment Commission

**UNFINISHED BUSINESS**

**NEW BUSINESS**

- 1) PUBLIC HEARING – Temporary Retail (on-off sale) Malt Beverage License – Greater Madison Area Chamber of Commerce – DownTown in MadTown
- 2) Approve Temporary Retail (on-off sale) Malt Beverage License – Greater Madison Area Chamber of Commerce – DownTown in MadTown
- 3) PUBLIC HEARING – Transfer of Retail (on-sale) Liquor License – LC43 LLC to GLSC Holdings LLC
- 4) Approve Transfer of Retail (on-sale) Liquor License – LC43 LLC to GLSC Holdings LLC
- 5) Approve First Reading of Ordinance No. 1658 – Amend Snow Removal Ordinances
- 6) Authorize Mayor to Sign Change Order No. 5 – Winter Contracting, Inc. – NW 9<sup>th</sup> St/Union Ave Reconstruction
- 7) Update on 2023 Infrastructure Improvement Projects
- 8) Update on Electrical System

**PUBLIC COMMENT**

**ANNOUNCEMENTS**

- 1) Next Regular Commission Meeting – Tuesday, June 20 at 5:30pm

**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](http://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**

May 15, 2023  
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 15th day of May with the following members present on roll call: Commissioners Jeræ Wire, Kelly Dybdahl, Jeremiah Corbin, Adam Shaw, and Mayor Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to adopt the amended May 15, 2023, agenda, removing Item 11 authorizing Mayor to sign the sign Verizon Wireless SD08 MADISON CENTER / 185117 consent for modification agreement. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Shaw, to approve the following items on the consent calendar: Minutes May 1, 2023, Bills for Approval – May 17, 2023, Bills for Ratification – May 4 – May 12, 2023, Payroll Bills for Ratification – May 12, 2023, Personnel, April Building Permit Report, Acknowledge Bid Date – Bid No. 925 – City of Madison - City Administration Building - June 9, 2023 at 2:00 pm, Acknowledge Bid Date – Bid No. 926 – City of Madison – Water System Improvements – Segment 3 – June 8, 2023 at 2:00 pm, 2023 - 2024 Retail (on-off sale) Malt Beverage & SD Farm Wine License Renewals, Approve engine rebuild for Motorgrader at a cost estimate of \$45,640 for parts & labor to DSR, Inc., Authorize Mayor to sign & execute Grant Agreement for Airport Improvement Program (AIP) Project No. 3-46-0029-024-2023, Authorize Mayor to sign & execute Grant Agreement for Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-46-0029-025-2023 at Madison Municipal Airport, Authorize Mayor to sign Law Enforcement Officer Certification Agreement.

Bills for Approval – May 17, 2023

ADVANCED PROCESS SOLUTIONS INC, Flowmeter Parts, \$3,940.00, AM LEONARD INC, EX Reachers, \$249.39, ANDERSON NURSERIES INC, Trees, \$1,285.00, APPEARA, Services - Water Treatment Plant, \$246.14, AT & T MOBILITY, Police Phones & Tablets, \$280.28, BARGER ELECTRIC LLC, Wheel Blower/Motor, \$890.04, BORDER STATES ELECTRIC SUPPLY, E-TE103 - Terminations, \$13,680.99, BORNS GROUP INC, PRINTING & POSTAGE, \$2,248.65, BROSZ ENGINEERING INC, 2023 Asphalt Surface Treatment, \$2,000.00, BROWN/ROY, Lunch/Smoke School, \$14.00, BUILDERS FIRSTSOURCE, Concrete Mix, \$45.54, BUTLER MACHINERY CO, Bearing, \$140.06, CANFIELD BUSINESS INTERIORS, Building Rep & Mat, \$2,572.59, CARQUEST OF MADISON, Fuses, \$11.58, CENTURYLINK QC, Phone Bill, \$90.84, CHRISTIANSEN COMPLETE WATER, Water/Cooler Rental, \$22.00, CHRISTIANSEN/STEVE, Meal Rembursement - Bridge Railings, \$18.00, CLARKE MOSQUITO CONTROL, Solenoid Valve Assembly, \$121.63, CLASSIC CONVENIENCE INC, Fuel, \$885.98, COLES PETROLEUM PRODUCTS INC, #2 Dyed Diesel Fuel, \$21,643.65, COMMUNITY BAND, Annual Contribution, \$3,750.00, CORE & MAIN GP LLC, Socket, \$200.55, DAHL/KESTER, Part-time Animal Control - April, \$400.00, DAKOTA SUPPLY GROUP INC, Flags for Transformers/Switches, \$807.00, DAVE PUTZKE WELL DRILLING, INC, Baughman Well Pump, \$27,885.00, DESIGNARC GROUP LLC, Water Shop Design Services, \$375.00, DUTTON-LAINSON COMPANY, Itrons, \$9,756.00, EAST RIVER ELECTRIC POWER COOP, April 2023 Transmission Services, \$18,802.28, F & M COOP OIL CO, Fuel, \$2,593.00, FIRST BANK & TRUST, Heartland April 2023 Services, \$363,334.42, FOCUS WELLNESS LLC, P90x - March, \$112.00, FOX PROMO LLC, Clothing/Embroidery, \$123.68, GREAT AMERICA FINANCIAL SVCS, LEASE COPIER - Acct# 016-1587488-000, \$457.41, GREATER MADISON AREA CHAMBER, Mad Money, \$100.00, GUARDIAN ALLIANCE TECHNOLOGIES, INC, Software/Screening & Credit Reports, \$408.00, HASLETON/JARED, Classes at Community Center 2/26-3/11, \$313.75, HAWKINS INC, Chemicals, \$1,219.44, HEIMAN INC, Fire Extinguisher Inspections, \$1,376.00, HILLYARD INC, Janitorial Supplies, \$1,537.35, HUNTER PUBLISHING INC, Color Ads - 4/7, 4/10, 4/11, 4/12, \$918.36, I STATE TRUCK CENTER, Parts, \$390.18, JIM HAWK TRUCK TRAILERS - SIOUX FALLS, Heat Check Bolts, \$112.80, JOSH'S TOOLS LLC, Pliers, \$55.00, KARLS TV & APPLIANCE INC, Service Charge - Acct# 191547504, \$11.32, KIBBLE EQUIPMENT LLC OR JOHN DEERE FINANCIAL, Parts, \$19.68, KOLORWORKS, 10 Gal Paint - West Pool Wall, \$634.90, KRUG PRODUCTS INC, UPS Shipping, \$738.38, LAKE COUNTY INTERNATIONAL INC, Filters, \$282.78, LEIGHTON FAMILY FARMS, 50 lb Bags of Popcorn, \$70.00, LEWIS DRUGS INC, Potting Soil, \$166.27, LEWIS&CLARK REGIONAL WATER SYS, April Fees, \$270.00, LIMMER/JAYSON, Meal Reimbursement,

\$14.00, LUECK/KILEEY, Travel Reimb - 2023 SOR Conference, \$80.00, MADISON ACE HARDWARE, Vacuum, \$171.70, MADISON GROCERY STORE INC, Cookies, \$38.94, MADISON LAWN CARE INC, Spring Lawn Application - Community Center, \$171.99, MEYER/JUSTIN, Travel Reimb - LLRMI Conference, \$134.00, MIDWEST ALARM CO, Services, \$2,568.63, MINNESOTA MUNICIPAL UTIL ASSN, APPA Safety Manuals, \$174.00, NELSON/TERESA, Reimbursement Voucher, \$65.50, O REILLY AUTOMOTIVE INC, Filters, \$400.54, OFFICE PEEPS INC, Janitorial Supplies, \$248.69, OLSON/WYATT, Classes at Community Center 3/13 - 4/27, \$396.00, ONE STOP, Fuel, \$427.39, OPEN ACCESS TECHNOLOGY INT'L, Dues & Subs, \$8,500.00, PATCH/CHAD, Meal Reimbursement - Bridge Railings, \$18.00, PHEASANTLAND INDUSTRIES, Uniforms - McGillivray, \$102.18, PORTA PROS INC DBA A-1 PORTABLE TOILETS, Toilet Rental - Memorial Park, \$466.00, RASMUSSEN/AUTUMN, P90X - 4/18/23 & 4/25/23, \$29.00, RSA, Professional Services - City Admin Bldg Phase II, \$24,600.00, RUNNINGS SUPPLY INC, Sump Pump, \$551.40, SD DEPT OF AGRICULTURE, WD I - Lawrence, \$360.00, SD ONE CALL, One Call Services, \$140.70, SHPIGLER CONSULTING INC, Services, \$6,000.00, SIOUX VALLEY ENERGY, Utilities - RUS - 122030000, \$144.00, STAKING UNIVERSITY, Registration - Ottoson, \$795.00, STUART IRBY TOOL CO, Submersible Switch Elbows for 500 AL, \$7,132.52, STURDEVANTS MADISON INC, Battery, \$712.31, SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER, UPM, \$1,013.51, TALICH/AARON, Travel Reimb - LLRMI Conference, \$134.00, TALK THE TEE, COED Volleyball Shirts, \$360.00, TIMMER SUPPLY CO, Hydrant Repair Kit, \$196.16, US DEPT OF ENERGY, April 2023 Services, \$125,958.75, VALIANT LIVING INC, Contracted Expenses, \$8,853.67, VALMONT COATINGS INC, Bridge Railings, \$2,846.18, VICKMARK/CHRISTOPHER D, Repairs at Community Center, \$737.50, WEIST/SHERRY, Water Aerobics - April 2023, \$875.64, WESCO DISTRIBUTION INC, Inventory / Material [Stock], \$1,755.00, WHEELCO BRAKE & SUPPLY INC, Shop Towels, \$130.44.

#### Bills for Ratification – May 4 - 12, 2023

ELITE CARD PAYMENT CENTER, Hotel Charges - San Antonio, TX, \$6,661.72, FIRST PREMIER BANK, Interest Pymt RD Loan - Acct# 2802040001, \$8,702.70, POWERPLAN OIB, Seat Suspension - Acct# 7515005, \$81.87, TYLER TECHNOLOGIES INC, Registration Tyler Connect, \$10,989.00, US BANK, Interest Payment - Acct# 64-3310029233, \$9,050.57, VERIZON WIRELESS, Mar 20 - Apr 19 Acct# 442408979-00001, \$113.38.

#### Payroll Bills for Ratification – May 12, 2023

ACCOUNTS MANAGEMENT INC, \$310.41, AFLAC, \$4,336.71, DELTA DENTAL, \$6,374.62, HEALTH POOL OF SOUTH DAKOTA, \$40,410.99, IRS-EFTPS, \$42,071.47, LOCAL UNION #426, IBEW, \$463.00, OFFICE-CHILD SUPPORT ENFORCE, \$1,463.50, SD RETIREMENT SYSTEM, \$23,145.20, SD RETIREMENT SYSTEM, \$3,345.00, TEAMSTERS LOCAL NO 120, \$668.00.

#### Personnel

DeBoer, Jacob, \$25/meeting, Planning & Zoning Board, Solus, Christine, \$10.81, Service Desk Assistant, Lentsch, Melody, \$14.13, Park Mainenance I, Christianson, Christian, \$15.21, Park Mainenance I, Mathison, Scott, \$17.11, Park Mainenance II, Swanson, Maxine, \$16.85, Park Mainenance I, Kahler, Greg, \$14.13, Park Mainenance I, Yost, Jennifer, \$10.81, Service Desk Assistant, Simpson, Reece, \$14.13, Park Maintenance I, Boecker, Samuel, \$25.14, Lead Heavy Equipment Operator, Coenen, Jason, \$28.19, Senior Police Officer, Kaylee Melhum, \$25.66, Police Officer, Wochnick, Lorri, \$21.80, Service Desk Representative, Engebretson, Margaret, \$13.19, MAC Lifeguard, Engebretson, Molly, \$12.66, MAC Lifeguard, Mallett, Brookelynn, \$10.81, MAC Cashier, Schamber, Avery, \$10.81, MAC Cashier, TenEyck, Karlie, \$19.56, MAC Manager, Krusemark, Kaden, \$19.56, MAC Manager, Krusemark, Kaden, \$14.51, MAC Lead Lifeguard, TenEyck, Karlie, \$14.51, MAC Lead Lifeguard, Allen, Ainsley, \$10.81, MAC Cashier, Oftedal, Hayden, \$13.72, MAC Lifeguard/WSI, Meyer, Adelia, \$13.19, MAC Lifeguard, Rhode, Abigail, \$13.19, MAC Lifeguard, Matson, Emily, \$13.19, MAC Lifeguard, Wills, Ellie, \$13.19, MAC Lifeguard, Anderson, Rylee, \$12.66, MAC Lifeguard, Donelan, Fiona, \$13.72, MAC Lifeguard/WSI, Lee, Daniela, \$14.51, MAC Lead Lifeguard, Shipley, Savannah, \$13.19, MAC Lifeguard, Hasleton, Nathan, \$13.72, MAC Lifeguard/WSI, Bryant, Kennedy, \$12.66, MAC Lifeguard, Olverson, Channing, \$12.66, MAC Lifeguard, Dossett, Julia, \$13.19, MAC Lifeguard, Hawkes, Aaron, \$13.72, MAC Lifeguard/WSI, Du Rant, Eden, \$10.81, MAC Cashier, Oines, Kylee, \$10.81, MAC Cashier, Gonyo, Miranda, \$10.81, MAC Cashier, Olson, Elijah, \$13.19, MAC Lifeguard, King, Lindsey, \$10.81, MAC Cashier, Sad, Amy, \$75,046.40, Community Center Director, Hazlett, Rebecca, \$10.81, Service Desk, Barger, Autumn, \$11.63, After School Program, Rhode, Elaina, \$10.81, MAC Cashier, Brooks, Benjamin, \$13.19, MAC Lifeguard, Henry, Isabelle, \$13.19, MAC Lifeguard.

Motion by Commissioner Shaw, seconded by Commissioner Wire to Approve Second Reading Ordinance No. 1657 – Amend Appendix B – Zoning Section 17.02. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to Adopt Resolution 2023-16 – Provide for the Creation of Tax Increment District Number Six. Motion carried unanimously. Information supporting the TIF and its value to the community was shared with the Commission, including discussion pertaining to the criticality of childcare and housing for the community.

Motion by Commissioner Corbin, seconded by Commissioner Wire to Approve Agreement with PE Group for services related to Street Department Shop Renovation in the amount of \$10,953, including the addition of updated wiring.

City Administrator Berreth shared a draft of the comprehensive 2023-2026 City Strategic Plan, which was created by rural development company PASQ. PASQ representative Erik Muckey provided goals and details for the initial three-year plan, which was based on the results of their initial study (surveys, steering and leadership committee feedback). Additional information will be shared at an upcoming Commission Meeting.

Director of Engineering and Community Development, Ryan Hegg, provided updates on key 2023 infrastructure improvement projects and anticipated completion dates.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, June 5<sup>th</sup> at 5:30 pm
- Board Openings:
  - Madison Housing & Redevelopment Commission vacancy – completing a five-year term expiring in February 2028
  - Planning Commission openings – two positions with three-year terms

Motion by Commissioner Wire, seconded by Commissioner Dybdahl, to Adjourn at 6:45 pm. Motion carried unanimously.

/s/Sonya Wilt

Finance Officer

Published once at the approximate cost of \$\_\_.

**CITY OF MADISON**  
**PERSONNEL**  
**June 2023**

| NAME                  | EFFECTIVE<br>DATE | PRESENT<br>STATUS | RECOMMENDED<br>STATUS | PRESENT<br>RATE/SALARY | RECOMMENDED<br>RATE/SALARY | POSITION                                |
|-----------------------|-------------------|-------------------|-----------------------|------------------------|----------------------------|-----------------------------------------|
| Engebretson, Margaret | 5/1/2023          |                   | TEMP                  |                        | 13.19                      | CC Lifeguard                            |
| Mehlum, Kaylee        | 5/8/2023          |                   | FT                    |                        | 25.66                      | Police Officer                          |
| Ludemann, Jacob       | 5/15/2023         |                   | TEMP                  |                        | 19.56                      | MAC Pool Manager                        |
| Sewell, Kaitlyn       | 5/15/2023         |                   | TEMP                  |                        | 13.72                      | MAC/CC Lifeguard/WSI                    |
| Allen, Abbey          | 5/15/2023         |                   | TEMP                  |                        | 13.19                      | MAC Lifeguard                           |
| Engebretson, Margaret | 5/15/2023         |                   | TEMP                  |                        | 13.19                      | CC Lifeguard                            |
| Brooks, Benjamin      | 5/15/2023         | PT<20             | TEMP                  |                        | 13.19                      | CC Lifeguard                            |
| Henry, Isabelle       | 5/15/2023         | PT<20             | TEMP                  |                        | 13.19                      | CC Lifeguard                            |
| Olson, Elijah         | 5/15/2023         | PT<20             | TEMP                  |                        | 13.19                      | CC Lifeguard                            |
| Olverson, Channing    | 5/15/2023         | PT<20             | TEMP                  |                        | 12.66                      | CC Lifeguard                            |
| Anderson, Rylee       | 5/15/2023         | PT<20             | TEMP                  |                        | 12.66                      | CC Lifeguard                            |
| Bryant, Kennedy       | 5/15/2023         | PT<20             | TEMP                  |                        | 12.66                      | CC Lifeguard                            |
| Olverson, Channing    | 5/15/2023         | PT<20             | TEMP                  |                        | 12.66                      | CC Lifeguard                            |
| Oftedal, Hayden       | 5/15/2023         | PT<20             | TEMP                  |                        | 13.72                      | CC Lifeguard/WSI                        |
| Meyer, Adelia         | 5/15/2023         | PT<20             | TEMP                  |                        | 13.19                      | CC Lifeguard                            |
| Engebretson, Molly    | 5/15/2023         | PT<20             | TEMP                  |                        | 12.66                      | CC Lifeguard                            |
| Minnaert, John        | 5/16/2023         |                   | TEMP                  |                        | 16.57                      | General Laborer                         |
| Schultz, Mallorie     | 5/21/2023         |                   | TEMP                  |                        | 13.72                      | MAC/CC Lifeguard                        |
| Schultz, Mallorie     | 5/21/2023         |                   | TEMP                  |                        | 14.24                      | Water Safety Instructor                 |
| Maxwell, Delilah      | 5/21/2023         |                   | TEMP                  |                        | 12.66                      | MAC/CC Lifeguard                        |
| Wills, Ellie          | 5/21/2023         | PT<20             | TEMP                  | 12.66                  | 13.19                      | CC Lifeguard                            |
| Shiple, Savannah      | 5/21/2023         | PT<20             | TEMP                  | 12.66                  | 13.19                      | CC Lifeguard                            |
| Rhode, Abigail        | 5/21/2023         | PT<20             | TEMP                  | 12.66                  | 13.19                      | CC Lifeguard                            |
| Matson, Emily         | 5/21/2023         | PT<20             | TEMP                  | 12.66                  | 13.19                      | CC Lifeguard                            |
| Lee, Daniela          | 5/21/2023         |                   | TEMP                  |                        | 14.24                      | Water Safety Instructor                 |
| Hawkes, Aaron         | 5/21/2023         | PT<20             | TEMP                  | 13.19                  | 13.72                      | CC Lifeguard/WSI                        |
| Hasleton, Nathan      | 5/21/2023         | PT<20             | TEMP                  | 13.19                  | 13.72                      | CC Lifeguard/WSI                        |
| Hasleton, Grant       | 5/21/2023         | PT<20             | TEMP                  | 13.19                  | 13.72                      | CC Lifeguard/WSI                        |
| Dossett, Julia        | 5/21/2023         | PT<20             | TEMP                  | 12.66                  | 13.19                      | CC Lifeguard                            |
| Donelan, Fiona        | 5/21/2023         | PT<20             | TEMP                  | 13.19                  | 13.72                      | CC Lifeguard/WSI                        |
| Bame, James           | 5/23/2023         | PT<20             | TEMP                  | 13.72                  | 13.19                      | MAC/CC Lifeguard                        |
| Wagner, Scott         | 5/24/2023         |                   | TEMP                  |                        | 11.14                      | After School Program                    |
| Murray, Emma          | 5/24/2023         | PT<20             | TEMP                  | 11.14                  | 11.14                      | After School Program                    |
| Schneider, Chloe      | 5/24/2023         | PT<20             | TEMP                  | 11.63                  | 11.63                      | After School Program                    |
| Corbin, Penelope      | 5/24/2023         | PT<20             | TEMP                  | 11.14                  | 11.14                      | After School Program                    |
| Olson, Carsyn         | 5/24/2023         | PT<20             | TEMP                  | 10.81                  | 11.14                      | After School Program                    |
| Olson, Carsyn         | 5/24/2023         | PT<20             | TEMP                  | 10.81                  | 10.81                      | Daycare Assistant                       |
| Keller, Ellie         | 5/24/2023         | PT<20             | TEMP                  | 10.81                  | 10.81                      | Daycare Assistant                       |
| Keller, Ellie         | 5/24/2023         | PT<20             | TEMP                  | 11.63                  | 11.63                      | After School Program                    |
| Molisee, Ashley       | 5/24/2023         | PT<20             | TEMP                  | 11.14                  | 11.14                      | After School Program                    |
| Bartscher, Josie      | 5/24/2023         | PT<20             | TEMP                  | 11.63                  | 11.63                      | After School Program                    |
| Barger, Autumn        | 5/24/2023         | PT<20             | TEMP                  | 11.63                  | 11.63                      | After School Program                    |
| Shaw, Daveney         | 5/24/2023         | PT<20             | TEMP                  | 11.63                  | 11.63                      | After School Program                    |
| Peirce, Jordan        | 5/30/2023         |                   | FT                    |                        | 20.95                      | Fitness & Sports Enhancement Specialist |
| Studer, Elizabeth     | 6/1/2023          |                   | TEMP                  |                        | 13.5                       | Library Assistant                       |
| Cassidy Terwilliger   | 6/1/2023          |                   | TEMP                  |                        | 13.5                       | Library Assistant                       |



**2023-2024 Retail (on-off sale) Malt Beverage & SD Farm Wine  
License Renewals**

**OWNER**

CESAR CORTEZ

DAKOTA BUTCHER - MADISON INC

**BUSINESS NAME**

TIENDA HISPANA

DAKOTA BUTCHER

**ADDRESS**

427 NW 2ND ST

745B S WASHINGTON AVE

February 9, 2023

VIA USPS Certified Mail

City of Madison  
401 South Highland Ave  
Madison, SD 57042  
Attention Public Works Director

RE: Water Tower Lease Agreement (the "Lease"), dated, March 15, 2012, by and between City of Madison ("Landlord") and Cellular Inc Network Corporation d/b/a Verizon Wireless ("Verizon Wireless"), covering the leased site located at 504 NW 4th Street (the "Premises") – **Verizon Wireless SD08 MADISON CENTER / 185117**

Dear City of Madison:

My company represents Verizon Wireless in relation to this proposed project. The purpose of this letter is to obtain Landlord's written consent, pursuant to Section 8 of the Lease, to certain proposed modifications by Verizon Wireless to its equipment located on the water tank on the Premises as described herein below. Verizon Wireless hereby requests your consent to the following equipment modifications:

Project Description:

Remove: (3) Antennas · (6) Coax Cables · (3) Couplers

Proposed: (6) Antennas · Powershift Equipment

Retained: (6) Antennas · (6) RRUs · (3) Hybrid cables · (3) distribution boxes

A structural analysis has been performed based on the proposed equipment modifications, and such analysis reflects that the existing structure is adequate to support the existing and proposed equipment loading.

Please indicate Landlord's consent to the proposed modifications by signing in the space provided below. Then, please return a copy to me.

Thank you for your cooperation in connection with this matter. If you have any questions or concerns regarding this request, please feel free to contact me at 612-242-3673.

Sincerely,

  
Julie Plante  
Authorized agent for Verizon Wireless  
jplante@jplanteconsulting.com

Consent City of Madison

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Schoenfish & Co., Inc.*

CERTIFIED PUBLIC ACCOUNTANTS

Phone: 605-928-7241

FAX No.: 605-928-6241

P.O. Box 247

105 EAST MAIN, PARKSTON, SOUTH DAKOTA 57366

May 17, 2023

Municipal Board,  
Mayor  
and  
Finance Officer  
Municipality of Madison  
116 W Center St  
Madison, South Dakota 57042

We are pleased to confirm our understanding of the services we are to provide for the Municipality of Madison for the year ended December 31, 2022.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the Municipality of Madison as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Municipality of Madison's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Municipality of Madison's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The Municipality of Madison has omitted the Management's Discussion and Analysis (MD&A) that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Budgetary Comparison Schedules and Related Notes
- 2) Schedule of School District's Proportionate Share of the Net Pension Liability (Asset), Schedule of the School District Contributions and Related Notes

We have also been engaged to report on supplementary information other than RSI that accompanies the Municipality of Madison's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material

- effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- 1) Management Override of Controls

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error,

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as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Municipality of Madison's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Municipality of Madison's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on [Name of Governmental Unit]'s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Municipality of Madison in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

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You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and

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Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the State of South Dakota; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Schoenfish & Co., Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of South Dakota or its designee, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Schoenfish & Co., Inc.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by State of South Dakota. If we are aware that a federal awarding agency, pass-through entity, or addressee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Randy Schoenfish is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately June 26, 2023.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$17,000.00. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoice for these fees will be rendered and shall be due and payable upon acceptance of the report by the Auditor General. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

#### **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Municipal Board of the Municipality of Madison. Circumstances may arise in which our report may differ from its expected form and content based on

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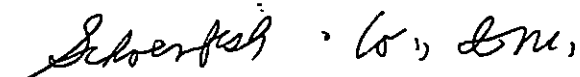
the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

*Government Auditing Standards* requires that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 quality review report accompanies this letter.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose

We appreciate the opportunity to be of service to the Municipality of Madison and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign both copies where indicated, return one duplicate copy to us, and also email a copy to: [Sheri.Doolittle@state.sd.us](mailto:Sheri.Doolittle@state.sd.us)

Sincerely yours,



Schoenfish & Co., Inc.  
Certified Public Accountants

Approved:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Date

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Signature

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Printed

\_\_\_\_\_  
Date

*Schoenfish & Co., Inc.*

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## **Fuel Agreement**

Lake County, South Dakota, a county, and the City of Madison, a municipality, both political subdivisions of the State of South Dakota, hereby enter into the following joint power fuel agreement pursuant to SDCL 1-4-2, et seq.:

### **Recitals**

WHEREAS, Lake County and Madison are desirous of entering into a joint agreement for the cooperation and purchase of fuel: and

WHEREAS, Lake County has sufficient storage tanks and equipment to handle the needs of both the county and the municipality: and

WHEREAS, it appears that mutual benefits may be obtained by the bulk purchase of fuel, saving money for both entities of government;

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, and in consideration of the participation in and benefits to be derived from this joint fuel agreement, the parties hereby agree as follows:

(1) This agreement shall commence on the 1<sup>st</sup> day of July 2023 and shall continue for a term of one (1) year, ending at 11:59 pm on the 30<sup>th</sup> day of June 2024 unless otherwise renewed by the parties in writing.

(2) That Lake County, South Dakota shall administer this program

(3) The purpose of this joint agreement is to save on the cost of fuel by cooperating with the City to economized on the equipment needed for the fuel storage and to save on the purchase of fuel through larger bulk purchases.

(4) All City and County departments authorized by their respective commissioners to use fuel shall have access to the fuel under this agreement.

(5) The parties agree that fuel service will be available twenty-four (24) hours a day, three hundred sixty-five (365) day per year unless there is a mechanical malfunction in the system.

(6) In the event of mechanical malfunction in the system, it shall be the responsibility of the Lake County Highway Department to pay for repair costs and such repair shall be made promptly in a reasonable manner. During the time of system failure, each department shall be responsible for their own separate fuel supply at their own cost.

(7) It shall be the County's responsibility to order fuel as needed in bulk. Upon receipt of the bill for each fuel delivery, County will bill the City for the City's share. The City's share will be determined by the City's prior use. City will pay its share according to the monthly printouts. The City's payment shall be direct to the vendor. Each month, the City will receive a billing report for gallons used and the cost. The gallon cost shall be the bid price when fuel is purchased. See the example attached hereto as Exhibit "A".

(8) County will be responsible for all maintenance costs, keeping the facility available to City and responsible for overhead.

(9) Any unity of local government desiring to terminate this agreement shall indicate such intention in writing by its Chief Executive Officer or elected official to the Chief Executive Officer or elected official of the other entity. Termination of participation in this joint fuel agreement shall be deemed to be effective sixty (60) days after receipt of such notice. The parties shall pay according to the previous schedule of payments up to the date of termination.

IN WITNESS WHEREOF, we have set our hands and seals this

\_\_\_\_\_ Day of \_\_\_\_\_, 2023.

LAKE COUNTY, SOUTH DAKOTA

CITY OF MADISON, SOUTH DAKOTA

By: \_\_\_\_\_

By: \_\_\_\_\_

Chairman, Lake County

Mayor, City of Madison, SD

Board of Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
Lake County Auditor

\_\_\_\_\_  
City Finance Officer

**EXHIBIT "A"**

The City will pay \$0.09 per gallon to cover the administrative costs to the County. The County will bill the City each time gas and/or diesel fuel is purchased. City will pay the cost of fuel directly to the vendor. Each month the City will receive a report for gallons used. The total gallons used monthly report will be the total used to calculate the \$0.09 administrative cost billing.

**Example:**

**FUEL DELIVERY**

\_\_\_\_\_  
Fuel Delivery Date:

Gallons

Type Fuel

Total Cost

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |

Total – City's portion of fuel delivery:

Vendor:

Nels Nelson, Highway Supt.

Date: \_\_\_\_\_

## FUEL SYSTEM EXPENSES 2022

|                                 |                 |
|---------------------------------|-----------------|
| EQUIPMENT DEPRECIATION COST:    | 125.00          |
| MISCELLANEOUS SUPPLIES/REPAIRS: | \$0.00          |
| UTILITY EXPENSE:                | 200.00          |
| EMPLOYEE COST:                  | <u>7,409.70</u> |
| Total:                          | <b>7,734.70</b> |

|                                  |                    |
|----------------------------------|--------------------|
| TOTAL GALLONS FUEL FOR 2021      | 82,410.00          |
| <b>COST PER GALLON FOR YEAR:</b> | <b><u>0.09</u></b> |

### Fuel System Fuel Used in 2022

|                            | <u>Gas</u> | <u>Diesel</u> |
|----------------------------|------------|---------------|
| Hwy Dept.                  | 4,874      | 23,477        |
| City of Madison            | 20,580     | 16,800        |
| Valiant Living             | 5,383      | -             |
| Sheriff                    | 8,600      | -             |
| Weed                       | -          | -             |
| Extension                  | -          | -             |
| Courthouse Bldg.           | 1,147      | 108           |
| DOE Dept.                  | 293        | -             |
| 911 Communications         | -          | -             |
| Commission Dept./& others. | -          | -             |
| EMA Dept.                  | 272        | 876           |
| Zone/Commission Dept.      | -          | -             |
| TOTAL:                     | 41,149     | 41,261        |

|       |             |                   |        |
|-------|-------------|-------------------|--------|
| COST: | \$ 7,734.70 | GALLONS:          | 82,410 |
|       |             | Cost per Gallons: | 0.09   |

Utilities:                   \$    200.00

#### Employee Costs:

|                      |                     |                    |
|----------------------|---------------------|--------------------|
| Hwy Supt.            | 10 hours @ \$31.41  | \$ 314.10          |
| Office Manager:      | 200 hours @ \$19.45 | \$ 3,890.00        |
| Shop :               | 30 hrs @ \$23.52    | <u>\$ 705.60</u>   |
| Sub Total:           |                     | \$ 4,909.70        |
|                      | Benefits 50%        | <u>\$ 2,500.00</u> |
| TOTAL EMPLOYEE COST: |                     | <b>\$ 7,409.70</b> |

Misc. supplies/repairs @ Fuel Island:                   \$0.00

#### Fuel Charges:

July 1 2023= 0.09

July 1 2022 = .07

July 1, 2021= .27 increase due to fuel system upgrade

July 1, 2020 = .10



**TO: Mayor/Commission**  
**FROM: Tess Nelson**  
**DATE: 5/16/2023**  
**RE: Declare Surplus Property**

\$ \_\_\_\_\_  
(includes any applicable sales tax)

Scrap Wire/Scrap Miscellaneous

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

---

Jayson Limmer

---

Mike Goth

---

Jerry Seitz

**CITY OF MADISON  
NOTICE OF PUBLIC  
HEARING  
UPON APPLICATION FOR  
SALE OF ALCOHOLIC  
BEVERAGES**

Notice is hereby given pursuant to SDCL 35-2-5 that a public hearing will be held on Monday, June 5, at 5:30pm, or as soon thereafter as the matter may be heard, in City Hall, Madison, South Dakota, in the Commission Room, to consider a temporary retail (on-off sale) malt beverage license application from the following: Greater Madison Area Chamber of Commerce

DownTown in MadTown

July 18, 25 and August 1, 8, 15, 22  
N Egan Ave

Any persons wishing to present testimony may appear at said hearing or may file written comments with the Finance Officer at 116 W Center Street, Madison, South Dakota, prior to said hearing. Disabled individuals may contact the Finance Officer for information and/or special assistance. The request should be made 24 hours in advance of the hearing.

/s/ Sonya Wilt

Finance Officer

Published May 26, 2023 at the total approximate cost of \$14.55 and may be viewed free of charge at [www.sdpublicnotices.com](http://www.sdpublicnotices.com)

**CITY OF MADISON  
NOTICE OF PUBLIC  
HEARING  
UPON APPLICATION FOR  
SALE OF ALCOHOLIC  
BEVERAGES**

Notice is hereby given pursuant to SDCL 35-25 that a public hearing will be held on Monday, June 5, 2023 at 5:30pm, or as soon thereafter as the matter may be heard, in City Hall, Madison, South Dakota, in the Commission Room, to consider the transfer of the retail (on-sale) liquor license for the current licensing period:

From: LC43 LLC, 122 S. Egan Ave., Madison, SD 57042

To: GLSC Holdings LLC, 122 Egan Ave., Madison, SD 57042

Any persons wishing to present testimony may appear at said hearing or may file written comments with the Finance Officer at 116 W Center Street, Madison, South Dakota, prior to said hearing. Disabled individuals may contact the Finance Officer for information and/or special assistance. The request should be made 24 hours in advance of the hearing.

/s/ Sonya Wilt

Finance Officer

Published May 26, 2023 at the total approximate cost of \$14.20 and may be viewed free of charge at [www.sdpublicnotices.com](http://www.sdpublicnotices.com)

## ORDINANCE NO. 1658

### AN ORDINANCE TO AMEND CHAPTER 36 STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

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

That Chapter 36, Article IV, Division 2 – Snow Removal of the Revised Ordinances of the City of Madison be amended to read as follows:

#### *DIVISION 2. SNOW REMOVAL<sup>1</sup>*

##### **Sec. 36-148. Snow and ice to be removed from sidewalk by property owner.**

- (a) The owner of any property must remove all snow and ice from any sidewalk upon the owner's property within 24 hours, or prior to 9:00 a.m. of the succeeding day; after any snowfall or accumulation of ice or snow so that sidewalks are clean and safe for pedestrians for safe and convenient foot travel. Snow and ice must also be removed from that portion of the sidewalk which ends at an intersection or crosswalk, including the curb ramp. The owner of property abutting sidewalks on two intersecting streets must remove all snow and ice from the sidewalks of both streets, regardless of the source of the snow accumulation. Snow and ice deposited on the sidewalk from the street snow removal process must also be removed within 24 hours of being deposited or by 9:00 a.m. the succeeding day. Failure to remove snow and ice from a sidewalk in accordance with this division constitutes an ordinance violation.
- (b) In the event ice has so formed upon a sidewalk that it cannot be removed, then the owner must use sand, salt or other suitable substance in such manner as to prevent the ice from being dangerous until such time as it can be removed. Snow and ice which is removed from a sidewalk may be placed on the boulevard or yard. It is unlawful for any person to dispose of or move snow from a sidewalk or other private property onto a public street, alley, or sidewalk.

(Code 1953, § 12.0501; Code 1979, § 18-74; Ord. No. 780, 2-18-1975; Ord. No. 1131, 4-20-1992; Ord. No. 1570, 10-5-2015)

##### **Sec. 36-149. Deposits of snow.**

The property owner, tenant, or person in possession of any public or private driveway, parking lot or parking area shall dispose of accumulated snow upon such property in such manner that any snow, when removed, is not deposited upon any sidewalk within or upon any public street or alley in such a manner that will obstruct or interfere with the passage or vision of vehicle or pedestrian traffic.

(Code 1953, § 12.0501; Code 1979, § 18-75; Ord. No. 780, 2-18-1975)

##### **Sec. 36-150. Removal notice.**

No penalty or special assessment shall be imposed under this division unless the City causes notice to be given to all owners or occupants of property abutting sidewalks in said City to keep such sidewalks free of snow, and to remove the same within 24 hours after any snow fall, or prior to 9:00 a.m. of the succeeding day. Such notice shall be published in the official newspaper twice a year, first being on or around November 1 and the second notice published at the time of the first snowfall.

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<sup>1</sup>State law reference(s)—Authority of City to require snow removal, SDCL 9-30-4.

(Code 1953, § 12.0502; Code 1979, § 18-76; Ord. No. 1065, 1-18-1988)

**Sec. 36-151. Violations.**

Any person violating any of the provisions of this division shall be subject to both criminal and civil penalties. The City, at its election, may either proceed criminally for a violation of this article with a maximum punishment as provided by ordinance for each day the violation exists, and/or the City may at its option, cause the snow and/or ice to be removed at a cost as established by resolution unless required to be set by ordinance. The City may bill the time, cost and expenses, with a minimum of one hour, of such snow removal to the property owner and may be assessed against the property.

(Code 1953, § 12.0502; Code 1979, § 18-77)

**Sec. 36-152. Special assessments.**

The City shall keep a true and correct account against each and every lot and parcel of land for the cost and expenses of snow removal done by the City and shall certify such cost to the City Finance Officer each year on or before April 15. The Finance Officer shall prepare an estimate of the cost and expense of the removal of such snow as returned by said City officials from each lot or parcel of land in front of which such snow shall have been so removed, and submit the same to the Board of Commissioners and thereafter such proceedings shall be taken as provided for the assessments of special assessments and such cost and expense of the removal of such snow in front of each lot or parcel of land shall be made and levied as a special assessment against each such lot or parcel of land and shall be collected in like manner as special assessments are now collected for public improvements.

(Code 1953, § 12.0503; Code 1979, § 18-78)

**Secs. 36-153—36-172. Reserved.**

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

That Chapter 36, Article V – Snow Removal on Streets of the Revised Ordinances of the City of Madison be amended to read as follows:

***ARTICLE V. SNOW REMOVAL ON STREETS***

**Sec. 36-206. Designation of emergency snow routes.**

The following are hereby designated as emergency snow routes within the City:

- (1) Core Area bound by S 2nd Street and N 2nd Street from Blanche Avenue to Washington Avenue.
- (2) NW 9th Street from Highland Avenue to Division Avenue.
- (3) NW 2nd Street from West City Limits to Summit Avenue.
- (4) NE 3rd Street from Summit Avenue to Airport Road.
- (5) SW 1st Street from Highland Avenue to S Blanche Avenue.
- (6) SW 4th Street from Highland Avenue to Division Avenue.
- (7) Highland Avenue from NW 2nd Street to SW 4th Street.

- (8) Union Avenue from NW 9th Street to S of Madison Regional Health System.
- (9) Egan Avenue from N 9th Street to N 2nd Street.
- (10) Egan Avenue from S 2nd Street to S 10th Street.
- (11) Washington Avenue from NE 11th Street to SE 10th Street.
- (12) Prairie Avenue from NE 9th Street to NE 3rd Street.
- (13) Division Avenue from NE 11th Street to SE 4th Street.
- (14) NE 11th Street from N Washington Avenue to N Division Avenue.
- (15) SW 7th Street from Highland Avenue to Union Avenue.
- (16) SE 3rd Street from Egan Avenue to Washington Avenue.
- (17) SE 12th Street from Washington Avenue to John Deere Circle.

( Ord. No. 1560 , § 18-90, 11-10-2014; Ord. No. 1573 , 11-2-2015; Ord. No. 1625 , 12-7-2020)

**Sec. 36-207. Emergency snow route signs.**

Signs shall mark emergency snow routes on each street designated as an emergency snow route. The Streets Director, or designated representative, shall post special signs with the wording "Snow Emergency Route." Such signs shall be posted two in each block, attached to the meter posts, where posts are in place. If no posts are in place, the signs are to be posted in two locations on poles, posts, or other locations in each block.

( Ord. No. 1560 , § 18-91, 11-10-2014)

**Sec. 36-208. Designation of commercial core area.**

That area of the City, including and bounded by N 2nd Street on the north, Washington Avenue on the east, S 2nd Street on the south and Blanche Avenue on the west, is hereby designated as the commercial core area. Policy shall be to blade, windrow, load and haul snow from the commercial core area.

( Ord. No. 1560 , § 18-92, 11-10-2014)

**Sec. 36-209. Announcement of emergency snow alert.**

If the Streets Director, or designated representative, finds that falling snow, sleet or freezing rain will create conditions causing potentially dangerous driving conditions, an emergency snow alert shall be called. Such announcement shall be made by means of radio, television, website and/or social media. Each such announcement shall state the time the emergency snow regulations will become effective, but not less than two hours after such announcement.

( Ord. No. 1560 , § 18-93, 11-10-2014)

**Sec. 36-210. Termination of emergency snow alert.**

If the Streets Director, or designated representative, finds that some or all of the conditions which gave rise to the emergency snow alert no longer exist, the Streets Director, or designated representative, is authorized to declare the termination of the emergency, in part or in whole, effective immediately upon announcement.

( Ord. No. 1560 , § 18-94, 11-10-2014)

**Sec. 36-211. Operation of vehicles.**

While an emergency snow alert is in effect and until such emergency has been declared to be terminated by the Streets Director, or designated representative, no person shall operate a motor vehicle on any public street, avenue, or alley in such manner or in such condition as to allow or permit such vehicle to become stalled on such route. Stalled vehicles in the roadway when a driver is not present and actively trying to remove are subject to immediate towing to the nearest cleared street or avenue at the owner's expense.

( Ord. No. 1560 , § 18-95, 11-10-2014)

**Sec. 36-212. Parking of vehicles.**

- (a) In any snow event of over two (2) inches it shall be unlawful to park on any designated emergency snow route, as defined in Section 36-206, until roads have been cleared curb to curb.
- (b) During an emergency snow alert, no person shall park, or remain to be parked, any vehicle on any public street, avenue, or alley for the duration of the alert.
- (c) During an emergency snow alert, tenants located inside the core area will be allowed to park in city parking lots, within the core area, until 9:00 a.m. the day following the issuance of the snow alert at which time, all vehicles must be removed from the parking lots to allow for clearing.

( Ord. No. 1560 , § 18-96, 11-10-2014)

**Sec. 36-213. Removal of vehicles.**

- (a) Vehicles parked on an emergency snow route, the commercial core area, or on any street, avenue or alley after an emergency snow alert is declared are subject to an immediate parking ticket with a fine to be established by resolution unless required to be set by ordinance and a 24-hour tow warning. If the vehicle has not been moved in 24 hours, it will be subject to towing at the owners expense.
- (b) Vehicles parked in city parking lots inside the core area after 9:00 a.m. the day following the issuance of the snow alert are subject to an immediate parking ticket with a fine to be established by resolution unless required to be set by ordinance and a 24-hour tow warning. If the vehicle has not been moved in 24 hours, it will be subject to towing at the owner's expense.

( Ord. No. 1560 , § 18-97, 11-10-2014; Ord. No. 1571 , 10-5-2015; Ord. No. 1647 , § 2, 4-4-2022)

**Sec. 36-214. Depositing of snow.**

- (a) It shall be unlawful for the owner, occupant or operator of a business, apartments, mobile home park, parking lot or other vacant space to blade, push, plow, blow, shovel or deposit the snow from said area into any public street, avenue, or alley in any manner.
- (b) Policy shall be not to remove snow deposits left by snowplows at private driveways, mailboxes, vehicle delivery or fire hydrants. Property owners are responsible for clearing snow as deemed necessary near mailboxes and fire hydrants located in the boulevard areas.
- (c) Policy will be to eventually return and clear and widen streets to near the curb line as much as practical after the emergency snow alert has been terminated. Widening operations may, unfortunately, produce blocked or plugged driveway conditions to property owners or tenants.
- (d) The owner or occupant of a property within the core area without boulevards will be allowed to push snow from the sidewalks to the city street for removal.

(e) Violators of this section are subject to a fine to be established by resolution unless required to be set by ordinance.

( Ord. No. 1560 , § 18-98, 11-10-2014)

Dated this \_\_\_\_ day of June, 2023

CITY OF MADISON

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

1<sup>st</sup> Reading: June 5, 2023

2<sup>nd</sup> Reading: June 20, 2023

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

Date of Issuance: 5/25/2023  
Owner: City of Madison  
Contractor: Winter Contracting, Inc.  
Engineer: Banner Associates, Inc.  
Project: NW 9<sup>th</sup> St/Union Ave Reconstruction

Effective Date: 6/5/2023  
Owner's Contract No.:  
Contractor's Project No.:  
Engineer's Project No.: 23885.00  
Contract Name:

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

Description: Modification of Storm Sewer and Alternative Roadway Section with Cement Treated Subgrade

Attachments: Change Order Breakdown; FO #7; RFP #3, RFP #1, Completion Date Modification "Exhibit A"

| CHANGE IN CONTRACT PRICE                                                                                                            | CHANGE IN CONTRACT TIMES<br><i>[note changes in Milestones if applicable]</i>                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br><br>\$ <u>3,475,000.00</u>                                                                              | Original Contract Times:<br>Substantial Completion: <u>September 15, 2023</u><br>Ready for Final Payment: <u>October 6, 2023</u><br>days or dates                                                 |
| [Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> :<br><br>\$ <u>66,777.00</u> | [Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> :<br>Substantial Completion: <u>N/A</u><br>Ready for Final Payment: <u>N/A</u><br>days |
| Contract Price prior to this Change Order:<br><br>\$ <u>3,541,777.00</u>                                                            | Contract Times prior to this Change Order:<br>Substantial Completion: <u>Same as above</u><br>Ready for Final Payment: <u>Same as above</u><br>days or dates                                      |
| [Increase] [ <del>Decrease</del> ] of this Change Order:<br><br>\$ <u>38,476.50</u>                                                 | [Increase] [ <del>Decrease</del> ] of this Change Order:<br>Substantial Completion: <u>8 Days - See Exhibit A</u><br>Ready for Final Payment: <u>8 Days - See Exhibit A</u><br>days or dates      |
| Contract Price incorporating this Change Order:<br><br>\$ <u>3,580,253.50</u>                                                       | Contract Times with all approved Change Orders:<br>Substantial Completion: <u>September 27, 2023</u><br>Ready for Final Payment: <u>October 18, 2023</u><br>days or dates                         |

|              |                                                                                     |           |                              |           |                                                                                       |
|--------------|-------------------------------------------------------------------------------------|-----------|------------------------------|-----------|---------------------------------------------------------------------------------------|
| RECOMMENDED: |                                                                                     | ACCEPTED: |                              | ACCEPTED: |                                                                                       |
| By:          |  | By:       |                              | By:       |  |
|              | Engineer (if required)                                                              |           | Owner (Authorized Signature) |           | Contractor (Authorized Signature)                                                     |
| Title:       | Prime Professional                                                                  | Title     | Mayor                        | Title     | managing member                                                                       |
| Date:        | 5/25/2023                                                                           | Date      |                              | Date      | 5/26/23                                                                               |

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## Change Order For Storm Structures and Cement Treated Subgrade

|                    |                                           |
|--------------------|-------------------------------------------|
| <b>Owner:</b>      | City of Madison                           |
| <b>Engineer:</b>   | Banner Associates, Inc                    |
| <b>Contractor:</b> | Winter Contracting                        |
| <b>Project:</b>    | NW 9th Street/Union Avenue Reconstruction |
| <b>Contract:</b>   | NW 9th Street/Union Avenue Reconstruction |

| A                              | B                                          | C                    | D     | E               | F                              |
|--------------------------------|--------------------------------------------|----------------------|-------|-----------------|--------------------------------|
| Bid Item No.                   | Description                                | Contract Information |       |                 | Value of Bid Item (C X E) (\$) |
|                                |                                            | Item Quantity        | Units | Unit Price (\$) |                                |
| Original Contract              |                                            |                      |       |                 |                                |
| DEDUCT FROM CONTRACT           |                                            |                      |       |                 |                                |
| REMOVALS AND GRADING           |                                            |                      |       |                 |                                |
| 22                             | Scarify and Recompact Subgrade             | 12,260               | SqYd  | \$1.00          | \$12,260.00                    |
| SURFACING                      |                                            |                      |       |                 |                                |
| 23                             | Base Course                                | 2,500                | Ton   | \$23.00         | \$57,500.00                    |
| 32                             | Geotextile Fabric                          | 12,260               | SqYd  | \$3.25          | \$39,845.00                    |
| STORM SEWER                    |                                            |                      |       |                 |                                |
| 113                            | 24" RCP Class 3, Furnish                   | 192                  | Ft    | \$72.00         | \$13,824.00                    |
| 114                            | 24" RCP, Install                           | 192                  | Ft    | \$50.00         | \$9,600.00                     |
| 131                            | 2' x 3' Type B1 Inlet                      | 5                    | Each  | \$3,800.00      | \$19,000.00                    |
| 133                            | 10' - S.F. Type Inlet                      | 2                    | Each  | \$9,150.00      | \$18,300.00                    |
| 134                            | Type 1 Junction Box                        | 13                   | Each  | \$9,000.00      | \$117,000.00                   |
| 135                            | Utility Crossing Chamber                   | 2                    | Each  | \$9,550.00      | \$19,100.00                    |
| 136                            | Adjust Junction Box (and Crossing Chamber) | 15                   | Each  | \$1,000.00      | \$15,000.00                    |
| Total (Deduct) from Contract = |                                            |                      |       |                 | \$321,429.00                   |
| ADD TO CONTRACT                |                                            |                      |       |                 |                                |
| STORM SEWER                    |                                            |                      |       |                 |                                |
| 109                            | 18" RCP Class 3, Furnish                   | 48                   | Ft    | \$48.00         | \$2,304.00                     |
| 110                            | 18" RCP, Install                           | 48                   | Ft    | \$40.00         | \$1,920.00                     |
| 117                            | 30" RCP Class 3, Furnish                   | 163                  | Ft    | \$98.00         | \$15,974.00                    |
| 118                            | 30" RCP, Install                           | 163                  | Ft    | \$60.00         | \$9,780.00                     |
| 119                            | 29" x 18" RCP Arch Class 3, Furnish        | 35                   | Ft    | \$98.00         | \$3,430.00                     |
| 120                            | 29" x 18" RCP Arch, Install                | 35                   | Ft    | \$80.00         | \$2,800.00                     |
| 123                            | 18" RCP Flared End, Furnish                | 2                    | Each  | \$600.00        | \$1,200.00                     |
| 124                            | 18" RCP Flared End, Install                | 2                    | Each  | \$350.00        | \$700.00                       |
| CHANGE ORDER ITEMS             |                                            |                      |       |                 |                                |
| CO                             | Special Type B (4'x4')                     | 8                    | Each  | \$9,000.00      | \$72,000.00                    |
| CO                             | Cement Treated Subgrade                    | 110,350              | SF    | \$0.85          | \$93,797.50                    |
| CO                             | Portland Cement                            | 400                  | Ton   | \$390.00        | \$156,000.00                   |
| Total "Add" to Contract =      |                                            |                      |       |                 | \$359,905.50                   |
| Net Change in Contract =       |                                            |                      |       |                 | \$38,476.50                    |



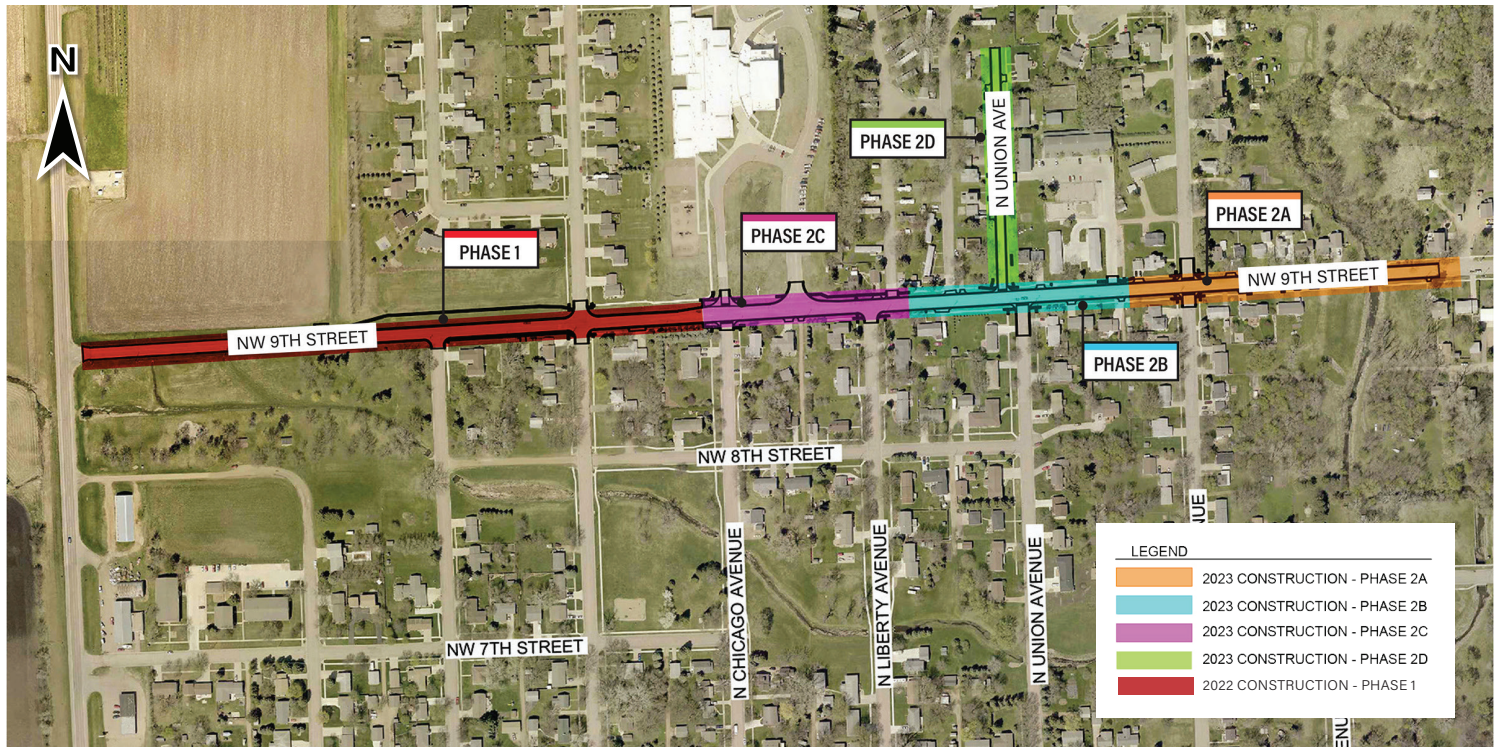
# CITY OF MADISON

## NW 9TH ST/UNION AVE RECONSTRUCTION

### PROJECT DESCRIPTION

This project includes water, sanitary sewer, and storm sewer utility replacement. Full width roadway reconstruction and partial sidewalk replacement is also part of this project. This project is on the NW side of Madison.

PROJECT UPDATE | June 5, 2023



### PROJECT INFORMATION

#### CONSULTANT:

Banner Associates, Inc.  
3900 N Northview Ave  
Sioux Falls, SD 57107  
855-323-6342 (toll free)  
CONTACT: Weston Blasius

#### CONTRACTOR:

Winter Contracting  
305 5th St, Brookings, SD 57006  
(605) 360-1361 (Cell)  
(605) 692-1881 (Office)  
CONTACT: Nick Winter

#### OWNER:

City of Madison  
City Engineering  
116 W Center St, Madison, SD  
(605) 256-7514  
CONTACT: Ryan Hegg, Director

### PROJECT UPDATE

### SCHEDULE

#### REMAINING WORK

##### PHASE 1

NW 9th St from N Highland Ave to N Chicago Ave

- Concrete Sidewalk
- Boulevard Restoration and Seeding
- Punchlist

##### PHASE 2

NW 9th St from N Chicago to N Josephine Ave

- Removals
- Utilities
- Road Reconstruction, Asphalt Paving, Sidewalk, Driveway Approaches
- Boulevard Restoration and Seeding

- PHASE 1** Completing work estimated June 15, 2023
- PHASE 2** Starting work
- PHASE 1** Substantial Completion: June 15, 2023
- PHASE 2** Substantial Completion West of Josephine: Aug 11, 2023
- PHASE 2** Substantial Completion East of Josephine: Sept 15, 2023
- Final completion date: Oct 6, 2023



# CITY OF MADISON

## Water System Improvements

### PROJECT DESCRIPTION

This project includes 63 blocks of water, sanitary sewer, storm sewer, roadway reconstruction, right of way restoration, and seeding.

PROJECT UPDATE | June 5, 2023

### PROJECT PHASING

PHASE 1A: 23 blocks

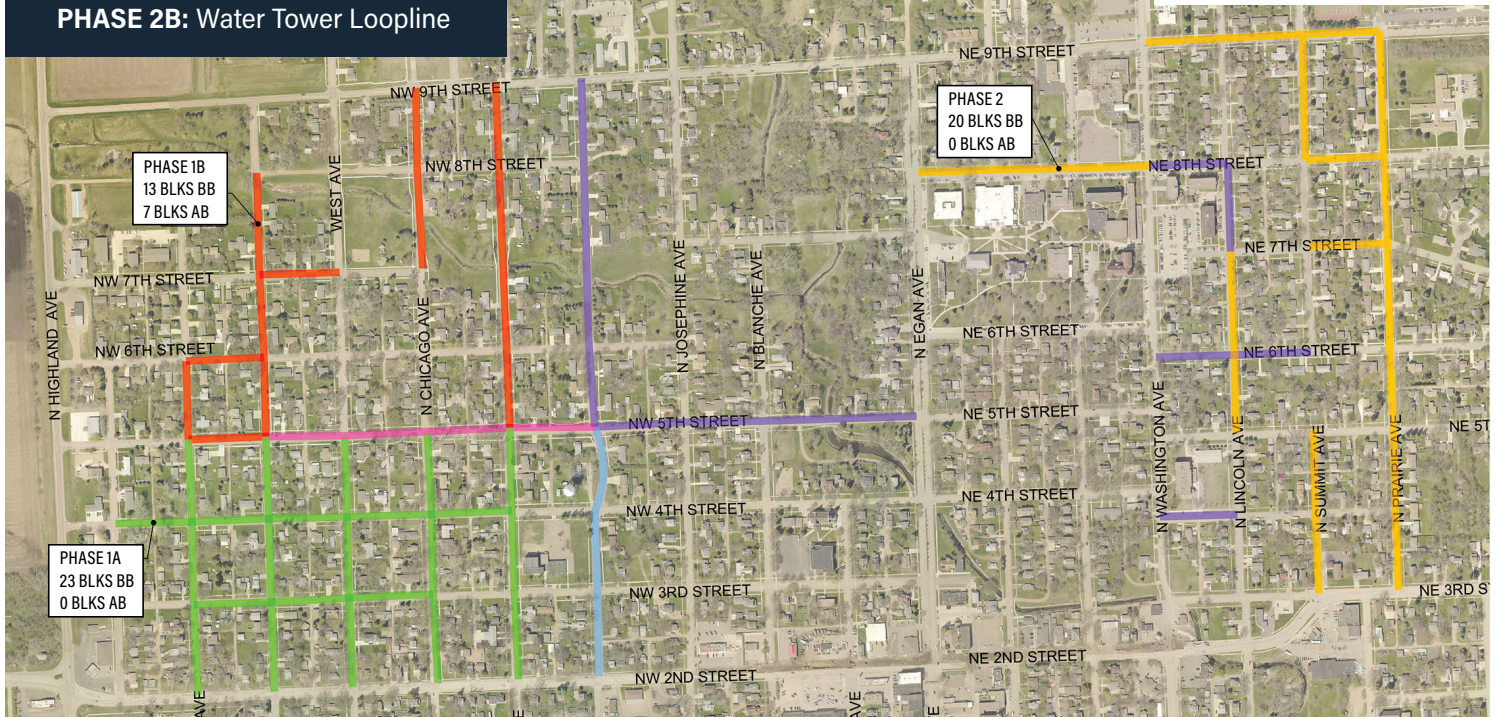
PHASE 1B: 20 blocks

PHASE 2A: 20 blocks

PHASE 2B: Water Tower Loopline

### PHASING MAP

**LEGEND:**  
 PHASE 1A  
 PHASE 1B  
 PHASE 1B - ALT. 1  
 PHASE 1B - ALT. 2  
 PHASE 2  
 PHASE 2 ALT.



### PROJECT INFORMATION

#### CONSULTANT:

Banner Associates, Inc.  
 2307 W 57th St, Ste 102, Sioux Falls, SD 57108  
 855-323-6342 (toll free)

CONTACT: Weston Blasius

#### CONTRACTORS:

J&J Earthworks  
 1002 S Madison St.  
 Milbank, SD 57252  
 605-924-0496

Halme Inc.  
 44769 SD Hwy 28  
 Lake Norden, SD 57248  
 605-785-2323

#### BID PRICE:

\$15,570,926

PERCENT COMPLETE: 90%

### PROJECT UPDATE AND SCHEDULE

- **PHASE 1A:** Banner, City, and Contractor performed site walk-through to review punchlist and warranty items.
- **PHASE 1B:** Completing concrete sidewalk and driveways, preparing roadway base course for final surfacing. Asphalt paving to be completed over the next 2 weeks.
- **PHASE 2A:** Contractor is completing boulevard restoration and seeding. Work continuing on punch list items.
- **PHASE 2B:** Project is Completed

City of Madison  
Memorandum – Electric System Projects & Rates



**To:** Mayor and City Commission  
**From:** Nathan Zimmerman, Utility Director  
**Subject:** Electric system projects and rates.  
**Date:** June 1, 2023

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Reliability, Sustainability, and Affordability and the delicate balance between them

The intent of this memo is to update the Mayor and Commission on the electric system projects and the pending rate study.

In 2022, you invested in a very thorough review of Madison's electric system and established its needs over the next ten years.

As with any long-term plan, it may need to be revisited sometimes due to unforeseen internal or external pressures. With official notice served from East River about their system upgrades and projected completion dates in 2025 we need to adapt our plan to meet the necessary system requirements to facilitate those changes.

Attached is the summary of the Electric System Long Range Plan. Improvements 3C and 3D (highlighted in yellow) were planned for the end of the 10-year improvements. Due to the notice from East River, the City will need to implement these improvements by 2025. This likely will delay some of the other projects in Phase 1 and 2 not currently underway.

As with any plan, a solid and clear financial picture is a necessary part of accomplishing this effort to support the long-term reliability of a system and minimize the effect on the affordability for our rate payers.

Reliability and sustainability will always put upward pressure on affordability. A rate analysis and study will be the road map you can use to help stabilize those pressures over years and prevent large spikes being felt by our customers in their pocketbooks.

I believe rate studies should provide governing bodies with a truly clear and unbiased picture of the current and future financial health of their system as well as keeping rate design up to date and at the current level of best practices. Cost should clearly be identified by the specific rate/customer class with which it aligns. With that said this plan needs to be embraced and adopted by the rate setting governing body so it needs to remain as palatable as possible. The City budgeted for an electric rate study in 2023, and I recommend engaging with a firm to complete the study at this time.

I have formulated questions that will help staff to facilitate what the commission would like to see in their finished product.

1. Is there a rate class you would like to see special considerations for?
2. How important is rate design alignment with current industry trends to the Commission?
3. If the suggestion is made to adopt a fluctuating charge based on power supply/transmission cost, would the commission be open to this practice?
4. All electric utilities do not share complete commonalities. Many things make Madison's electric utility unique. I will caution the commission to use care when trying to evaluate Madison's rates against neighboring electric utilities. You have a system that must be maintained with the revenue created from the collection of rates. With this stated are there any comparisons you would like to have included in the initial draft of the rate study?
5. What other information or suggestions would you like to have input into this process?

# Executive Summary

## SUMMARY OF 10 YEAR CAPITAL IMPROVEMENTS PLAN COST ESTIMATE

| Phase                              | Part             | Description                                                               | Est. Cost     |
|------------------------------------|------------------|---------------------------------------------------------------------------|---------------|
| 1                                  | A                | Feeder #14 & Feeder #15 UG Conversion (Division Ave) -Underway            | \$ 1,016,000  |
|                                    | B                | Green Substation Upgrades -Out For Bid                                    | 3,870,000     |
|                                    | C                | Feeder #9 UG Conversion                                                   | 730,000       |
|                                    | D                | Green Substation Transmission Line Replacement                            | 739,000       |
|                                    | PHASE 1 SUBTOTAL |                                                                           | \$ 6,355,000  |
| 2                                  | A                | Power Plant T2 Replacement                                                | \$ 1,675,000  |
|                                    | B                | Remaining Feeder #14 & Feeder #15 UG Conversion                           | 1,221,000     |
|                                    | C                | Feeder #18 & Feeder #8 Tie                                                | 242,000       |
|                                    | D                | Dedicated DSU Feeder                                                      | 219,000       |
|                                    | E                | Power Plant Transmission Line Replacement                                 | 1,015,000     |
|                                    | PHASE 2 SUBTOTAL |                                                                           | \$4,372,000   |
| 3                                  | A                | Feeder #8 UG Conversion                                                   | \$ 1,169,000  |
|                                    | B                | Feeder #10 UG Conversion                                                  | 750,000       |
|                                    | C                | Southeast Substation Addition* Needs to occur by mid-summer 2025          | 3,500,000     |
|                                    | D                | Southeast Substation Transmission Line* Needs to occur by mid-summer 2025 | 1,145,000     |
|                                    | PHASE 3 SUBTOTAL |                                                                           | \$ 6,564,000  |
| TOTAL ESTIMATED COST – 10 YEAR CIP |                  |                                                                           | \$ 17,291,000 |

\*Required if truShrimp project moves forward