



BOARD OF COMMISSIONERS AGENDA
Monday, August 7, 2023
5:30 PM – COMMISSION ROOM – 116 W CENTER ST

CALL TO ORDER

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/86275456066>

PLEDGE OF ALLEGIANCE

ROLL CALL

Meeting ID: 862 7545 6066
You can also dial in using your phone.
+1 312 626 6799

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes – July 24, 2023
- 2) Bills for Approval – August 9, 2023
- 3) Bills for Ratification – July 25 & August 2, 2023
- 4) Payroll Bills for Ratification – July 21, 2023
- 5) Payroll Bills for Ratification – August 4, 2023
- 6) Personnel
- 7) June Building Permit Report
- 8) Acknowledge Bid Date – Bid No. 932 – 2023 Cable Purchase – August 29, 2023, 2:00pm
- 9) Approve Law Enforcement Officer Certification Agreement – Carol Rensch
- 10) Approve Law Enforcement Officer Certification Agreement – Andrew Williams

UNFINISHED BUSINESS

- 1) Approve Second Reading of Ordinance No. 1659 – Amend Solid Waste Ordinances

NEW BUSINESS

- 1) Approve Assignment Agreement between Trojan Village, LLC; Bankwest, Inc.; and City of Madison
- 2) Terminate June 6, 2022 TIF #3 Developer Agreement
- 3) Award Bid No. 927 – Replacement of Standby Generator – Utilities Office to Electric Construction Company
- 4) Resolution 2023-19 – Designation of Directors for Dakota Mainstem Board of Directors
- 5) Adopt Resolution No. 2023-20 Direct and Set Date of Public Hearing on Assessment Roll for Sidewalk Improvement 2022 - September 5th, 5:30pm
- 6) Adopt Resolution No. 2023-21 Direct and Set Date of Public Hearing on Assessment Roll for Sidewalk Repair 2022 - September 5th, 5:30pm
- 7) Authorize Mayor to join Aqueous Film-Forming Foam (AFFF) multidistrict litigation (MDL)
- 8) Discussion and action to proceed with unbudgeted electric projects related to Water Tower and City Administration Building
- 9) Discussion on creating procedures related to certain unbudgeted items

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Board openings
 - a. Airport Board – vacancy ending April 2025
 - b. Airport Board – one 5-year term
 - c. Library Board – vacancy ending April 2025
 - d. Library Board – two 3-year terms
 - e. Park Board – one 3-year term
- 2) Dog Days at Madison Aquatic Center August 20, 2023
- 3) Next Regular Commission Meeting – Monday, August 21 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

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**

July 24, 2023
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 24th day of July with the following members present on roll call: Commissioners Jerae Wire, Kelly Dybdahl, Adam Shaw, Jeremiah Corbin, and Mayor Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to adopt the July 24, 2023, agenda. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Wire, to approve the following items on the consent calendar: Minutes July 10, 2023, Bills for Approval – July 26, 2023, Bills for Ratification – July 10 & 19, 2023, Payroll Bills for Ratification – July 7, 2023, Personnel, Approve Peddlers Permit Application – JD Midwest Solutions, Declare Surplus Property and Appoint Appraisers – Residential home at 505 S Highland Avenue, Adopt Resolution No. 2023-18 – Approve a Plat – Tract A of Kinney's Subdivision of the Northwest Quarter (NW1/4) of Section 5, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota.

Bills for Approval – July 26, 2023

Advertising Arts Inc, Labels For Transformers/JBox/Switches \$1,109.60; Appeara, Mat Rentals \$72.98; Bartels Cleaning Service, MMU Cleaning Services \$500.00; Big Sioux Community Water Sys, June Services \$12,687.62; Bluepeak, Fire Dept Internet \$49.95; Builders FirstSource, Lumber/Concrete \$496.13; Caldwell Tanks, Water Tower Construction \$78,327.00; Coles Petroleum Products Inc, Diesel/Jet Fuel \$37,176.44; Core & Main GP LLC, Parts \$287.67; Dakota Fluid Power Inc, Seal \$74.29; Dakota State University Foundation, Athletic Facilities Fund \$100,000.00; Ditch Witch Undercon, Spade/Hose \$1,082.10; Etterman Enterprises Inc, Crudbuster \$94.67; F & M Coop Oil Co, Fuel DEF \$12.00; Graham Tire Company, Tires \$793.64; Greater Madison Area Chamber, Bid Tax Funding \$2,278.00; Hawkins Inc, Chemicals \$4,635.21; Hegg Construction LLC, Water Building Renovation \$90,252.87; Home Service Water Condition, Salt \$45.00; I State Truck Center, Wiring Harness/Seals \$484.83; Interstate Power Systems Inc, HPF Line Kit \$74.94; J & J Earth Works Inc, Water System Improvements \$695,050.82; J H Larson Electrical Co, Bulbs \$234.25; Johnson Brothers Excavation, Sewer Repairs \$1,346.94; Korterra Inc, Korweb Ticket Splitting \$1,200.00; Lake County International Inc, O-Rings \$17.54; Lindsay Jr/Roy J, Reimburse Certified Mail Postage \$26.34; Madison Ace Hardware, Wheel Cutoff/Hardware \$40.21; Martin/Jeremy, Meals Reimbursement \$68.00; Minnesota Municipal Util Assn, 3rd Qtr - Job Training & Safety Program \$1,125.00; Northwestern Energy, Utilities \$74.66; Office Peeps Inc, Paper/Files \$86.67; Ottoson/Curt, Meals Reimbursement \$68.00; Porta Pros Inc, Toilet Rental \$152.00; RC First Aid, Kits \$103.00; Reinicke Construction Inc, Black Dirt \$260.00; Remote Systems Integration, Scheduled AWOS Maintenance \$800.00; RSA, Professional Services - City Admin Bldg \$21,943.39; Runnings Supply Inc, Filter/Tools/Hardware \$264.84; Rural Electric Supply Coop, Bid #918 - 3ph Transformers \$118,860.00; Sanitation Products Inc, Garbage Carts \$1,868.00; Sodexo Inc & Affiliates, Pool Concessions \$2,395.19; Sturdevants Madison Inc, Sealant/Grease \$48.22; Sweeney Controls Co, Dialer Repairs \$700.00; Timmer Supply Co, Irrigation Parts \$331.52; Turfwerks, Proximity Switch \$184.84; Utilismart Corporation, Utility Data/Device Manager and SmartMAP \$3,893.00.

Bills for Ratification – July 10, 2023

Border States Electric Supply, 2" Interduct Conduit \$3,468.95; Eurofins Eaton Analytical LLC, PFAS Sampling Kits \$5,940.00; Pro Garage Door, Garage Door Replacement \$13,477.25.

Bills for Ratification – July 19, 2023

A A A Collections Inc, Collection Services - June \$89.35; Alpha Media USA LLC, Advertising \$713.00; Amert Construction Co, Storm Damage Repairs \$6,152.00; Appeara, Mat Rentals \$79.80; AT & T Mobility, DataConnect Government \$10.40; Avera Medical Group, Drug Testing/Collection Fee \$222.00; Baker & Taylor, Books \$176.41; BNSF Railway Company, Contract Fee/Railroad Protective Policy \$1,256.00; CenturyLink QC, Phone Bill \$90.58; Christiansen Complete Water,

Water Delivery/Cooler Rental \$31.00; City of Brookings, June Gate Fees \$4,356.66; City of Madison, Petty Cash Reimbursement \$132.20; Classic Convenience Inc, Fuel \$132.13; Column Software PBC, Publications \$91.87; Core & Main GP LLC, Water Parts \$1,210.12; Dakota Cinema LLC, Summer Program Movie \$434.00; Dollar General Corp, Commercial Lighting Rebate \$340.00; East River Electric Power Coop, Monthly Transmission Services \$22,872.68; F & M Coop Oil Co, Tire Repair \$20.00; Fastenal Co, Locating Paint \$2,070.34; First Bank & Trust, Heartland Energy \$479,689.10; First Premier Bank, Interest Pymt \$8,702.69; Gale Cengage Learning, Books \$240.41; Hasleton/Jared, Classes at Community Center \$1,015.75; Hawkins Inc, Chemicals \$1,311.30; Hillyard Inc, Janitorial Supplies \$315.33; Infotech Solutions LLC, Computer & Software Subscription Fees \$5,517.50; Ingram Co, Books \$162.67; J H Larson Electrical Co, Bulbs \$184.43; Jim Hawk Truck Trailers - Sioux Falls, Freon \$329.76; Junior Library Guild, Audiobooks \$845.00; Krug Products Inc, Hyd Hose \$53.84; Lewis Drugs Inc, Sunscreen \$117.46; Madison Ace Hardware, Saw/Paint/Gardening Supplies/Hardware \$359.42; Madison Grocery Store Inc, Summer Program Groceries \$224.74; Micromarketing LLC, Books \$147.96; Midwest Alarm Co, Door Lockdown Buttons \$2,289.84; Mustang Seeds Inc, Fertilizer \$15.00; North Central International SF, Condensor/Compressor/Valve Kit \$747.46; Northwestern Energy, Utilities \$619.68; O Reilly Automotive Inc, Filters \$87.92; OCLC Inc, Cataloging and Metadata Subscription \$4,822.30; Office Peeps Inc, Toner/Paper/Janitorial Supplies \$274.47; Pheasantland Industries, Uniforms \$116.45; Porta Pros Inc, Toilet Rental \$170.00; Rames Enterprises Inc, Power Wash MAC \$1,750.00; Resykle LLC, Iron \$42.44; Runnings Supply Inc, Tools/Hardware/Misc \$267.47; Sanitation Products Inc, Push Bar \$410.65; SD One Call, Services \$187.04; SDN Communications, Internet \$516.79; Sebco Books Inc, Books \$60.27; Sioux Valley Energy, Utilities \$57.00; Siteone Landscape Supply LLC, Irrigation Parts \$198.60; Sodexo Inc & Affiliates, Pool Concessions \$8,283.57; Streichers Inc, Belt Keepers \$29.98; Sturdevants Madison Inc, Parts \$151.85; The Library Corp, Software Renewal \$11,711.00; The Tessman Co, Mound Clay \$819.20; Timmer Supply Co, Irrigation Parts \$120.30; Today's Business Solutions Inc, Annual Billing \$564.00; Tyler Technologies Inc, UB Notification Calls/Texts \$29.50; US Dept of Energy, Monthly WAPA Bill \$124,693.40; Valiant Living Inc, Contracted Expenses \$8,853.67; Weist/Sherry, Water Aerobics \$960.36; Western Branch Martial Arts, Tang Soo Do Classes \$98.00; Whealy/Mark, Classes at Community Center \$84.00; Wheelco Brake & Supply Inc, Serpentine Belt/Filter \$95.09.

Payroll Bills For Ratification – July 7, 2023

Accounts Management Inc \$310.41; AFLAC \$4,302.18; Delta Dental \$6,719.86; Health Pool of South Dakota \$42,700.55; IRS-EFTPS \$48,364.37; Local Union #426 IBEW \$473.00; Office-Child Support Enforce \$1,198.58; SD Retirement System \$24,493.21; SD Retirement System \$3,369.00; Teamsters Local No 120 \$785.00.

Personnel

Misar/Kylee \$10.81, Daycare Assistant; Hawkes/Aaron \$14.51, MAC Lead Lifeguard.

Mayor Lindsay opened the Public Hearing for the Temporary Retail (on-off sale) Alcohol License – Greater Madison Area Chamber of Commerce – DownTown in MadTown. City Administrator Berreth shared that this is a change in the current temporary license to include spirit-based seltzer drinks. There were no public comments. Hearing was closed.

Motion by Commissioner Shaw, Seconded by Commissioner Corbin to Approve Temporary Retail (on-off sale) Alcohol License – Greater Madison Area Chamber of Commerce – DownTown in MadTown. Motion carried unanimously.

Motion by Commissioner Corbin, Seconded by Commissioner Dybdahl to Approve First Reading of Ordinance No. 1659 – Amend Solid Waste Ordinances. Motion carried unanimously. City Administrator Berreth explained that the changes were to update the language to reflect current practices.

Motion by Commissioner Corbin, Seconded by Commissioner Shaw to Approve contract with Civil Design Inc. – Restricted Use Site Survey and Design. Motion carried unanimously. City Administrator Berreth shared that the contract was for professional services for the survey, design, and other initial services for the new site.

Motion by Commissioner Corbin, Seconded by Commissioner Shaw to Approve Contract with Foerster Testing – Segment 3 Construction Testing & Inspection Services. Motion carried unanimously.

Motion by Commissioner Dybdahl, Seconded by Commissioner Wire to Approve Joint Powers Agreement with South Dakota Department of Game, Fish, and Parks. Motion carried unanimously. The Department of Game, Fish, and Parks will be installing a new ADA accessible fishing pier and concrete bulkhead on a pond located near the site of the new city building. City shall maintain after completion.

Motion by Commissioner Corbin, Seconded by Commissioner Shaw to Approve Task Order No. 12 with DGR Engineering for Southeast Substation Conversion. Motion carried unanimously. This item relates to the new power transformer and related infrastructure.

Motion by Commissioner Corbin, Seconded by Commissioner Shaw to Award Bid No. 930 – NE 3rd Street Mill and Overlay Project 2023-2 to Bowes Construction in the amount of \$221,881. Motion carried unanimously.

Motion by Commissioner Corbin, Seconded by Commissioner Dybdahl to Approve Change Order #2 – Public Waterworks Renovation. Motion carried unanimously. This item pertains to a change in the overhead door size.

Motion by Commissioner Shaw, Seconded by Commissioner Wire to Approve Change Order #4 – Public Waterworks Renovation. Motion carried unanimously. This change reflects a credit of \$680 for removal of vinyl base from the project scope.

Motion by Commissioner Corbin, Seconded by Commissioner Dybdahl to Approve Change Order #7 – NW 9th Street/Union Avenue Reconstruction. Motion carried unanimously. This change added temporary mailboxes and “no construction traffic” signage to the contract.

Utility Director, Nate Zimmerman, shared information regarding Lead-Free South Dakota, which is a federal initiative with the goal of identifying lead pipes and then removing them. The City is responsible for facilitating this initiative for Madison and will require the public’s assistance in testing water pipes. Information will be provided to property owners about the program.

Director of Engineering and Community Development, Ryan Hegg and Weston Blasius from Banner Associates provided an update on 2023 Infrastructure Improvement Projects throughout the City of Madison. Contractors are working on completion of asphalt removal, surfacing, and road re-construction, along with utility work including gas, water, and storm sewer lines. In addition, Weston reported that the Water Tower bowl has been raised and attached; the next step is to complete the roof and paint the tower. Members of the public shared concerns about fire, emergency, and personal access to properties during the construction process and notification when gas lines are turned off/on. The public also shared concerns about potential tree root damage resulting from digging. Director Hegg indicated that the contractor is planning to have an arborist evaluate the trees and that Northwestern Energy is responsible for gas line notifications.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting will be held Monday, August 7th at 5:30 pm.

Motion by Commissioner Shaw, seconded by Commissioner Wire to go into executive session at 6:24 pm.

Mayor Lindsay declared commission out of executive session at 7:09 pm

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to Adjourn at 7:10 pm. Motion carried unanimously.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

CITY OF MADISON
PERSONNEL
August 2023

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Ottoson, Curt	7/13/23	FT	FT	22.45	23.59	Distribution & Collection Operator I

June 2023 Building Permit Report

Date	Permit No.	Owner	Address	Use	Type of Construction	Contractor	Estimated Build Cost	Permit Fee
6/1	8422	Adam Bruns	13 N Union Avenue	Res	Replace and improve wood deck	Self	\$1,000.00	\$25.00
6/1	8421	Scott & Karen Kalvig	405 S Garfield Avenue	Res	Replace siding with smartboard, asphalt shingles, take down old shed	Daryl Reverts 623 SE 3rd Street Madison, SD 57042	\$30,000.00	\$273.50
6/7	8424	Kevin DeCurtins	712 N Division Avenue	Res	Add 20 x 24 garage to current garage	Self	\$10,000.00	\$106.00
6/7	8525	Brittany Waldman	45493 234 Street	Com	New Floral Shop building with garage and green house	Callies Homes Inc 23555 434th Avenue Howard, SD 57349	\$750,000.00	\$2,778.50
6/8	8402	Garfield Square LLC	211 SE 4th Street	Res	42 x 72 cold storage shed	Kevin Feldhaus 204 N Dakota Howard, SD 57349	\$100,000.00	\$628.50
6/9	8529	Doug Beecher	914 N Division Avenue	Res	Replace deck	RJ C&C LLC 23316 451st Avenue Madison, SD 57042	\$18,000.00	\$178.00
6/9	8528	Matt & Ashley Jensen	1020 NE 11th Street	Res	White vinyl fence around back yard	Michael's Fencing 3900 N Potsdam Avenue Sioux Falls, SD 57104	\$8,700.00	\$87.00
6/9	8442	Dale & Lynette Nugent	811 N West Avenue	Res	Replacement of cedar wood fence and steel posts	CCI Fence 501 E Amidon #108 Sioux Falls, SD 57104	\$10,500.00	\$110.50
6/9	8531	Bob Sahr	615 N Egan Avenue	Res	Reroof due to May 2022 storm damage	Graff Roofing Inc PO Box 90123 Sioux Falls, SD 57109	\$7,500.00	-
6/12	8527	Kurt & Tami Christiansen	1017 NW 7th Street	Res	Replace driveway, garage floor & sidewalk	Self	\$4,000.00	\$52.00
6/14	8530	Per Pearson	702 SE 3rd Street	Res	Repair & replace current vinyl & shake siding with LP siding, due to storm damage	CE Construction 900 W Spruce Street Mitchell, SD 57301	\$15,000.00	-
6/14	8532	Sherri Wire	809 N Roosevelt Avenue	Res	Install new siding	Sam Anderson 46034 SD Hwy 34 Wentworth, SD 57075	\$18,000.00	\$20.00
6/14	8270	Gary & Julie Bahr	412 N Union Avenue	Res	New house & Garage	Dietterle Construction LLC 922 Heatherwood Avenue Madison, SD 57042	\$462,678.00	\$1,897.00
6/15	8534	Resykle	622 SW 10th Street	Res	Demolition of home	Self		\$10.00
6/15	8533	Ross Youmans	922 S Washington Avenue	Res	6 x 8 Vinyl panel privacy fence	Self	\$700.00	\$25.00
6/12	8526	City of Madison	504 NW 4th Street	Com	Maintenance modification of existing antenna installation on water tower	TBD on Bid	\$24,500.00	\$236.50
6/15	8536	Dawn Janssen	318 N Chicago Avenue	Res	Move in new home and detached garage	Daryl Reverts 623 SE 3rd Street Madison, SD 57042	\$154,000.00	\$786.00

June 2023 Building Permit Report

6/15	8404	Craig Vanhove	213 SW 1st Street	Com	Addition to current shop	Self	\$150,000.00	\$703.00
6/21	8437	Gaylen Backus	120 E Center Street	Com	Front step closure and outdoor deck	Self	\$2,500.00	\$38.50
6/21	8438	Robert Cordts	615 N Liberty Avenue	Res	Replacing siding, windows, doors and fascia	Al Bierschbach 1131 N Olive Avenue Madison, SD 57042	\$30,000.00	\$243.00
6/21	8535	Byron & Ione Henry	1016 NW 6th Street	Res	Detached 12x12 deck	Self	\$3,866.00	\$50.00
6/21	8441	Tyler Backus	705 N Summit Avenue	Res	Replacing concrete driveway	Self	\$5,500.00	\$70.00
6/21	8440	Brittany Waldman	45493 234th Street	Com	Wall sign on building and pylon street sign	CJE Enterprises 12201 Zimmel Road NE Carlos, MN 56319	\$7,500.00	\$30.00
6/21	8439	Gary Pribil	412 Cedar Court	Res	Install a 6' cedar fence around backyard	Nespor Fence 1800 Loma Linda Mitchell, SD 57301	\$9,740.00	\$103.00
6/22	8445	Richard Eimers	511 S Union Drive	Res	12x12 deck with green treated wood	Self	\$809.00	\$25.00
6/23	8443	Benjamin Gant	1012 N Division Avenue	Res	Fixing deck, replacing with composite	Self	\$2,000.00	\$34.00
6/23	8444	Tyrell Love	211 N Garfield Avenue	Res	6' pressure treated wood fence	Self	\$1,107.00	\$25.00
6/23	8447	Brad & Jovana Wede	1003 N Josephine Avenue	Res	Concrete patio and deck	Al Bierschbach 1131 N Olive Avenue Madison, SD 57042	\$4,400.00	\$55.00
6/23	8446	Lance Guthmiller	700 SE 4th Street	Res	Residing house & trim	Self	\$5,000.00	\$61.00
6/26	8448	Domestic Violence Network	409 SW 2nd Street	Res	Frame and finish basement	G&M Enterprises 107 N Chicago Avenue Madison, SD 57042	\$25,000.00	-
6/29	8449	Bruce & Paula Barrick	702 SW 2nd Street	Res	House siding due to storm damage	Self	\$14,000.00	-
	31					Total	\$1,876,000.00	\$8,651.00

LAW ENFORCEMENT OFFICER CERTIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of July 2023, by and between the City of Madison, South Dakota of, 116 W Center St, Madison, South Dakota, 57042, a municipal corporation, hereinafter for convenience referred to as "City" and Carol Rensch, hereinafter for convenience referred to as "Officer".

RECITALS

WHEREAS, the City of Madison is a municipal corporation operating under the laws of the State of South Dakota; and

WHEREAS, the City operates a police force to provide for the safety and welfare of its residents by enforcing the City ordinances and laws of the State of South Dakota, within its corporate boundaries; and

WHEREAS, the City is required from time to time to retain a Chief of Police and law Officers to enforce the City ordinances and State laws within its corporate boundaries; and

WHEREAS, the Officer has been employed on a probationary basis by the City as an uncertified Law Enforcement Officer; and

WHEREAS, the City desires to sponsor said Officer in the Law Enforcement Basic Certification Course; and

WHEREAS, the City has caused the Officer to be enrolled in the Law Enforcement Basic Certification Course commencing in November, 2023.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties hereto agree as follows:

1. The City of Madison has agreed to employ and the Officer has agreed to be employed as a probationary Law Officer for the City of Madison at a rate of \$25.66 per hour for all hours worked during a normal, 40 hour work week.
2. The Officer shall be eligible for consideration for pay increases from the City according to the normal pay policies of the City of Madison.

3. The City of Madison hereby agrees to sponsor said Officer in the South Dakota Law Enforcement Officer's Training Academy and the Officer agrees to enroll and use his best efforts in successfully completing said training program.

4. Officer acknowledges that he meets the minimum requirements of the South Dakota Administrative Rules Section 2.01.02.01 and upon successfully completing the Law Enforcement Basic Certification Course, will be eligible for certification as a law enforcement Officer in the State of South Dakota.

5. In exchange for the City sponsoring the Officer in the South Dakota Law Enforcement Basic Certification Course, the Officer agrees to work as a certified police Officer for the City of Madison for a minimum of three (3) years after successful completion of the Law Enforcement Basic Certification Course and certification by the State of South Dakota.

6. The City agrees to pay the Officer the sum of \$25.66 per hour for 40 hours per week for the Officer attending the Law Enforcement Basic Certification Course in Pierre, South Dakota.

7. The Officer agrees that if he does not work as a certified Law Officer for the City of Madison for at least three (3) full years after obtaining certification and his employment is terminated for any reason, the Officer agrees to reimburse the City for 100% of the wages paid to him during the Officer's attendance at the Law Enforcement Basic Certification Course in excess of that amount earned above the federal minimum wage then in effect. It is agreed and understood by the parties hereto that the reimbursement in this paragraph is a specific inducement to employing the Officer and the City is relying on such inducement.

8. It is agreed that there will be no refund of wages paid during the Law Enforcement Basic Certification Course period if the Officer works in excess of three years after certification or if his position is reduced by the City at any time for budgetary reasons.

9. It is further agreed that 100% of any wages, in excess of the federal minimum wage, paid to Officer will be repaid by the Officer to the City in the event the Officer does not successfully pass and complete all of the requirements of the Law Enforcement Basic Certification Course for any number of weeks the Officer attends such training.

10. Nothing herein shall change the "at will" employment status of the Officer.

CITY OF MADISON

By: _____
Roy Lindsey, Mayor

Attest: _____



Probationary Law Enforcement Officer

LAW ENFORCEMENT OFFICER CERTIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of July 2023, by and between the City of Madison, South Dakota of, 116 W Center St, Madison, South Dakota, 57042, a municipal corporation, hereinafter for convenience referred to as "City" and Andrew Williams, hereinafter for convenience referred to as "Officer".

RECITALS

WHEREAS, the City of Madison is a municipal corporation operating under the laws of the State of South Dakota; and

WHEREAS, the City operates a police force to provide for the safety and welfare of its residents by enforcing the City ordinances and laws of the State of South Dakota, within its corporate boundaries; and

WHEREAS, the City is required from time to time to retain a Chief of Police and law Officers to enforce the City ordinances and State laws within its corporate boundaries; and

WHEREAS, the Officer has been employed on a probationary basis by the City as an uncertified Law Enforcement Officer; and

WHEREAS, the City desires to sponsor said Officer in the Law Enforcement Basic Certification Course; and

WHEREAS, the City has caused the Officer to be enrolled in the Law Enforcement Basic Certification Course commencing in March, 2024.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties hereto agree as follows:

1. The City of Madison has agreed to employ and the Officer has agreed to be employed as a probationary Law Officer for the City of Madison at a rate of \$25.66 per hour for all hours worked during a normal, 40 hour work week.
2. The Officer shall be eligible for consideration for pay increases from the City according to the normal pay policies of the City of Madison.

3. The City of Madison hereby agrees to sponsor said Officer in the South Dakota Law Enforcement Officer's Training Academy and the Officer agrees to enroll and use his best efforts in successfully completing said training program.

4. Officer acknowledges that he meets the minimum requirements of the South Dakota Administrative Rules Section 2.01.02.01 and upon successfully completing the Law Enforcement Basic Certification Course, will be eligible for certification as a law enforcement Officer in the State of South Dakota.

5. In exchange for the City sponsoring the Officer in the South Dakota Law Enforcement Basic Certification Course, the Officer agrees to work as a certified police Officer for the City of Madison for a minimum of three (3) years after successful completion of the Law Enforcement Basic Certification Course and certification by the State of South Dakota.

6. The City agrees to pay the Officer the sum of \$25.66 per hour for 40 hours per week for the Officer attending the Law Enforcement Basic Certification Course in Pierre, South Dakota.

7. The Officer agrees that if he does not work as a certified Law Officer for the City of Madison for at least three (3) full years after obtaining certification and his employment is terminated for any reason, the Officer agrees to reimburse the City for 100% of the wages paid to him during the Officer's attendance at the Law Enforcement Basic Certification Course in excess of that amount earned above the federal minimum wage then in effect. It is agreed and understood by the parties hereto that the reimbursement in this paragraph is a specific inducement to employing the Officer and the City is relying on such inducement.

8. It is agreed that there will be no refund of wages paid during the Law Enforcement Basic Certification Course period if the Officer works in excess of three years after certification or if his position is reduced by the City at any time for budgetary reasons.

9. It is further agreed that 100% of any wages, in excess of the federal minimum wage, paid to Officer will be repaid by the Officer to the City in the event the Officer does not successfully pass and complete all of the requirements of the Law Enforcement Basic Certification Course for any number of weeks the Officer attends such training.

10. Nothing herein shall change the "at will" employment status of the Officer.

CITY OF MADISON

By: _____
Roy Lindsey, Mayor

Attest: _____



Probationary Law Enforcement Officer

ORDINANCE NO. 1659

AN ORDINANCE TO AMEND CHAPTER 34 SOLID WASTE

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:

Chapter 34 SOLID WASTE

ARTICLE I. IN GENERAL

Secs. 34-1—34-18. Reserved.

ARTICLE II. LITTERING

Sec. 34-19. Prohibited generally.

It shall be unlawful for any person to throw, drop, cast, or deposit upon any street, alley, sidewalk or any yard or premises, public or private, any filth of any kind, or cans, paper, trash, paper containers, rubbish, bottles or any other form of litter or waste matter.
(Code 1979, § 9-23)

Sec. 34-20. Duty of business owner, occupants.

- (a) Generally. The owner or occupant of any store or other place of business situated within the City shall exercise reasonable diligence at all times to keep the owner's or occupant's premises clean of wastepaper, wrapping paper, paper napkins, cartons, package containers and other used or waste materials thrown or left on said premises by its customers, and to take reasonable measures to prevent same drifting or blowing to adjoining premises.
 - (b) Receptacles. Receptacles of sufficient size and number shall be placed on the premises accessible to the customer of such business where the above referred to articles of waste may be disposed of.
- (Code 1979, § 9-24)

Sec. 34-21. Duty of customer.

It shall be unlawful for any customer going upon the premises of another to dispose in any manner of wastepaper, wrappings paper, paper napkins, carton, package containers and other used or waste materials except in receptacles provided for such purposes.
(Code 1979, § 9-25)

Secs. 34-22—34-45. Reserved.

ARTICLE III. COLLECTION AND DISPOSAL

DIVISION 1. GENERALLY

Sec. 34-46. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulky items mean large items such as white goods or furniture.

Composting means the controlled biological decomposition of the organic portion of solid waste in a manner resulting in an innocuous final product that may be applied to land for the purposes of soil conditioning.

Construction and demolition debris means waste building materials resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures.

Disposal means the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste into or on the land so that the solid waste or any of its constituents may enter the environment, be discharged to any waters, including groundwater, or be emitted into the air.

Garbage means solid and semi-solid putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving, and consuming of food or of material intended for use as food, and all offal, excluding useful industrial byproducts, from all public and private establishments and from all residences.

Handheld electronics means cell phones, pagers, personal digital assistants, handheld video games, calculators, small MP3 players, small compact disc players, small cassette players, small radios, small walkie-talkies, and digital and electronic cameras.

Household waste means solid waste derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas, but not waste from commercial activities that is generated, stored, or present in a household.

Large electronics means desktop and laptop computers, monitors, mainframe computers, battery backup uninterruptible power supplies, printers, scanners, copy machines, fax machines, televisions, video cassette recorders, laser disc players, digital video disc players and stereo receivers.

Processing means an operation designed to transfer, shred, grind, bale, compact, salvage, separate, incinerate, reclaim or provide other treatment of solid waste.

Recyclable materials mean any materials or products that may be readily separated from the solid waste stream and may be used or reused as a substitute for raw materials or other items, including, but not limited to; aluminum, paper, plastic, tin, and steel

Recreational fire means any fire other than the fire described as a rubbish fire or incinerator, including, but not limited to, fireplaces, grills, fire pits, other burning apparatus approved by underwriter's laboratory and fueled by wood, wood pellets, grain, newspaper, natural or propane gas or any other combustible material used in the preparation of food or enjoyment of an open flame.

Refuse means all bulky items, construction and demolition debris, garbage, household waste, rubbish, rubble, sludge, trees, waste tires, yard waste.

Residential dwelling means any single independent family unit, irrespective of the number of persons constituting such family, but shall not include a situation where one or more independent families may be living together in any single residence or abode, but in such situation, each of such independent families shall be deemed and regarded as a separate and distinct family domestic unit. Each independent family unit living in multiple dwelling residences, apartment houses or any type of residence, including mobile homes, shall each be deemed a family domestic unit for the purpose of this article. A rooming house that supplies lodging for hire and which does not serve meals shall be deemed a family domestic unit for the purpose of this article. Each dwelling unit contains one and only one set of kitchen facilities.

Restricted Use Facility means a permitted solid waste disposal site that receives certain non-putrescible waste limited to trees, construction/demolition debris, wood products and similar type wastes and furthermore permits the temporary storage waste tires. Construction/demolition debris shall be limited to waste building materials resulting from construction activities, remodeling work and demolition operations of houses, buildings, and other similar type structures.

Rubbish means all combustible inorganic refuse matter, such as papers, rags, originating from the ordinary household.

Rubble means stone, brick, concrete, or similar inorganic material, excluding ash, waste tires, and asbestos containing waste materials.

Sludge means the accumulated semi-solid mixture of solid wastes and water, oils, or other liquids.

Solid waste means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded materials, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, and agricultural operations, and from community activities, but does not include mining waste in connection with a mine permitted under SDCL Title 45, hazardous waste as defined under SDCL Ch. 34A-11, solid or dissolved materials in domestic sewage or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended to January 1, 2011, or source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended to January 1, 2011.

Trees means trunks, limbs, stumps, shavings or branches from trees or shrubs.

Waste tires means tires that are no longer suitable for their original intended purpose because of wear, damage, or defect.

White goods means discarded refrigerators, ranges, washers, water heaters and other similar domestic and commercial appliances.

Yard waste means yard clippings, leaves, and garden waste.

(Code 1979, § 9-1; Ord. No. 1141, 10-26-1992; Ord. No. 1356, 7-26-2004; Ord. No. 1382, 7-25-2005)

Sec. 34-47. Deposits or storage generally.

- (a) It shall be unlawful for any person to deposit or cause to be deposited any refuse material in or upon any park, street, alley, gutter or in or upon any other private or public property within the City or upon any property on the route between the City and Restricted Use Site.
- (b) It shall be unlawful to store, deposit or keep such material where rats could breed or have access thereto or feed thereon.
- (c) It shall but unlawful for any occupant, owner, or manager of any dwelling, house, apartment, facility, construction site or business to deposit any material in public dumpster or receptacle(s) in leu of employing the services of a licensed hauler. Any person or party violating this article shall be subject to both criminal and civil sanctions. The City, at its election, may either proceed criminally for a violations of this article with a maximum punishment as provided by ordinance.

(Code 1979, § 9-2; Ord. No. 1141, 10-26-1992)

Sec. 34-48. Containers generally.

The occupant, owner, or manager of every dwelling hiring the City for solid waste removal must use a City issued garbage cart either in the size of 65 gallon or 95 gallon, or any combination thereof.

(Code 1979, § 9-3; Ord. No. 1141, 10-26-1992)

Sec. 34-49. Placement of containers – For City customers

- (a) All City refuse containers placed for collection shall be placed at a distance within three (3) feet from the curb or alley adjacent to the premises. All collection points will be determined by the Solid Waste Department.
- (b) In any event the containers shall be located at ground level, except as otherwise provided.
- (c) All City containers must be set out by 7:00 a.m. on the scheduled collection day. There are no set times for collections. If carts are set out late, it will not be collected until the following collection date.
- (d) Carts must be easily accessible, being clear of snow, yard waste, and/or debris of any kind.

(Code 1979, § 9-5; Ord. No. 1141, 10-26-1992)

Sec. 34-50. Collection and disposal generally.

The City shall provide for the collection and disposal of garbage, rubbish, household waste from residential dwelling units and businesses. Brush and garden waste, yard waste, rubble and construction demolition debris, white goods and waste tires will not be collected by the City except as hereinafter designated but may be deposited in the restricted use site, yard waste site or designated location upon the payment of the required fee.

(Code 1979, § 9-6; Ord. No. 1141, 10-26-1992)

Sec. 34-51. Preparation of refuse for collection.

- (a) All garbage, rubbish and household waste material placed for City collection shall be well drained and wrapped before placing in garbage containers. Rubbish and waste materials shall be placed in plastic bags to be easily collected and disposed of.
- (b) All garbage, rubbish and household waste materials must fit inside the refuse cart so that the cover is closed completely.

(Code 1979, § 9-7; Ord. No. 1141, 10-26-1992)

Sec. 34-52 Frequency of collection.

The collection and disposal of garbage, rubbish, and household waste from residential dwelling units by the City shall be once weekly.

(Code 1979, § 9-8; Ord. No. 1141, 10-26-1992)

Sec. 34-53. Enforcement, rules, and regulations.

The operation and enforcement of this article shall be vested in the Solid Waste Department. It shall have the right to promulgate rules and regulations for the carrying out of the intents and purposes of this article.

(Code 1979, § 9-9; Ord. No. 1141, 10-26-1992)

Sec. 34-54. Where material collected may be disposed of.

No refuse collected for disposal shall be deposited in any place except such as shall be designated by the Board of Commissioners and/or the Solid Waste Department.

(Code 1979, § 9-10; Ord. No. 1141, 10-26-1992)

Sec. 34-55. Burning.

- (a) The burning of any material is prohibited within the City, unless authorized by ordinance.
- (b) The burning of refuse, as defined in Section 34-46, is hereby specifically prohibited.
- (c) Controlled, enclosed incinerators, for the burning of waste materials that are approved by the State pollution control agency are hereby authorized provided approval is in writing and a copy thereof is on file with the City.
- (d) Recreational fires, as defined in Section 34-46, are permitted within the City, provided the following requirements are met:
 - (1) If the recreational fire is contained within a structure, equipment or apparatus approved by Underwriter's Laboratory as safe for the conduction of said activity or by the Fire Chief, such recreational fire may be within ten feet of a structure and upon a deck or patio.
 - (2) Shovels, garden hose, or fire extinguisher with a minimum of a 4-A rating shall be readily available for use of fire extinguisher equipment required by this section. Such attendant shall supervise the recreational fire until such fire has been extinguished.
 - (3) The Fire Chief is authorized to require a recreational fire be immediately extinguished if in the opinion of the Fire Chief the fire constitutes a hazardous condition.

(Code 1979, § 9-11; Ord. No. 1141, 10-26-1992; Ord. No. 1381, 7-25-2005)

Sec. 34-56. Monthly fee for residential dwelling units.

- (a) User charges for residential consumers using the municipal services of collection and disposal of refuse shall be established by resolution unless required to be set by ordinance and billed on a monthly basis.
- (b) The 65-gallon and 95-gallon garbage carts shall be furnished by and remain the property of the City. The consumer shall be responsible for the loss, damage or destruction of the carts or failure to return the carts upon termination of service to the City. The consumer's utility account will be assessed for the loss, damage or destruction or failure to return the carts.

(Code 1979, § 9-12; Ord. No. 1141, 10-26-1992; Ord. No. 1354, 7-26-2004; Ord. No. 1373, 5-2-2005; Ord. No. 1417, 12-4-2006; Ord. No. 1471, 11-24-2009; Ord. No. 1501, 11-21-2010; Ord. No. 1522, 12-5-2011; Ord. No. 1526, 1-30-2012; Ord. No. 1533, 11-26-2012; Ord. No. 1553, 12-30-2013; Ord. No. 1587, 11-21-2016; Ord. No. 1598, 11-13-2017)
State law reference(s)—Fees authorized, SDCL 34A-6-29.

Sec. 34-57. Garbage pickup required.

Any occupant, owner, or manager of every dwelling, house, apartment, facility, construction site and every place of business are required to employ the services of a licensed garbage hauler to pick up and dispose of garbage, rubbish, or waste materials. Any person or party violating any of the provisions of this article shall be subject to both criminal and civil sanctions. 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 the City may, at its option, cause the garbage, rubbish, or waste material to be collected and disposed of by the City and to bill the cost and expense of such pickup and disposal to the property owner at such cost or rates as may be established from time to time by the City by resolution.
(Code 1979, § 9-13; Ord. No. 1141, 10-26-1992; Ord. No. 1327, 12-30-2002)

Sec. 34-58. Collection of fees.

The monthly fees for garbage and trash collection by the City shall be incorporated and made a part of the monthly billing for utility services furnished by the City.
(Code 1979, § 9-14; Ord. No. 1141, 10-26-1992)

Sec. 34-59. Collection of fees, disposal of motor vehicle tires.

The City shall collect a fee as established by resolution unless required to be set by ordinance, for each passenger car tire, light truck tire, semi-truck tire, and tractor tire delivered to the restricted use site by commercial haulers, private haulers or persons, resident or nonresident alike.
(Code 1979, § 9-15; Ord. No. 1141, 10-26-1992; Ord. No. 1617, 11-18-2019; Ord. No. 1647, § 2, 4-4-2022)
State law reference(s)—Disposal fees authorized, SDCL 34A-6-1.38.

Sec. 34-60. Certain materials prohibited.

It shall be unlawful to combine or mix any tree, brush and garden waste, yard waste, rubble and construction debris, white goods, or hazardous waste to include but not limited to waste oil, paints, stains or vehicle batteries within garbage or rubbish.
(Code 1979, § 9-16; Ord. No. 1141, 10-26-1992)

Sec. 34-61. Disposal of certain materials.

All trees, brush and garden waste, yard waste, rubble, and construction debris shall be disposed at sites approved by the City for the disposal of particular materials.
(Code 1979, § 9-17; Ord. No. 1141, 10-26-1992)

Sec. 34-62. Electronics.

It shall be unlawful to combine, mix or dispose of any large electronics and handheld electronics within garbage or rubbish either through the solid waste collection system or at the restricted use site.

(Code 1979, § 9-21; Ord. No. 1356, 7-26-2004)

Secs. 34-63—34-84. Reserved.*DIVISION 2. RESTRICTED USE SITE***Sec. 34-85. Generally.**

- (a) The City shall operate a restricted use site as defined by this division. The hours of operation shall be determined by the Solid Waste Director.
- (b) Disposal at the restricted use site shall be limited to those items and under the terms and conditions as set forth in the definition for restricted use site and by the Solid Waste Director.
- (c) The fee for use of the restricted use site shall be established by resolution unless required to be set by ordinance for residential and commercial consumers using the municipal restricted use site.

(Code 1979, § 9-20; Ord. No. 1141, 10-26-1992)

Sec. 34-86. Removal of material.

It shall be unlawful for any person to remove or cause to be removed from the restricted use site any article or material of any kind after the same has been deposited there.

(Code 1979, § 9-38; Ord. No. 751, § 10, 6-18-1973; Ord. No. 1301, 8-14-2000)

Sec. 34-87. Fees.

- (a) Fees for hauling by pickup or any other means shall be established by resolution unless required to be set by ordinance for residential and commercial consumers using the municipal restricted use site; said fees to be collected on site or invoiced by request.
- (b) The Solid Waste Department shall keep accurate records of all refuse accepted at the site and fees collected and invoiced and shall at the end of each month and forward said records and fees to the Finance Office.

(Code 1979, § 9-40; Ord. No. 751, § 13, 6-18-1973; Ord. No. 852, 7-10-1978; Ord. No. 980, 1-23-1984; Ord. No. 997, 2-11-1985; Ord. No. 1020, 9-30-1985; Ord. No. 1036, 10-14-1986; Ord. No. 1061, 11-30-1987; Ord. No. 1588, 11-21-2016; Ord. No. 1617, 11-18-2019; Ord. No. 1647, § 2, 4-4-2022)

State law reference(s)—Disposal fees authorized, SDCL 34A-6-1.38.

Sec. 34-88. Hours of Operation.

Hours of operations at the restricted use site shall be set by the Solid Waste Director based on need, staffing, weather conditions, and/or site conditions.

(Code 1979, § 9-41; Ord. No. 751, § 18, 6-18-1973; Ord. No. 910, 3-10-1980; Ord. No. 1092, 8-14-1989)

Sec. 34-89. Use of firearms.

It shall be unlawful for any person to discharge or cause to be discharged any firearms within the confines of the restricted use site.

(Code 1979, § 9-42; Ord. No. 751, § 16, 6-18-1973)

Sec. 34-90. Fences and gates.

(a) The restricted use site shall be fenced with woven wire capable of holding loose material which can be or is liable to be carried by the wind outside the area prior to compaction and earth covering.

(b) Proper gates shall be placed in said fence for the proper use of said grounds and said gates shall be kept locked at all times except when it is necessary to use said site.

(Code 1979, § 9-43; Ord. No. 751, § 17, 6-18-1973)

Sec. 34-91. Disposal of hazardous, toxic, and special wastes.

No person shall dispose of any hazardous, toxic, or special waste at the restricted use site.

(Code 1979, § 9-63; Ord. No. 1099, 5-14-1990; Ord. No. 1647, § 2, 4-4-2022)

Secs. 34-92—34-114. Reserved.

DIVISION 3. COMMERCIAL HAULERS

Sec. 34-115. Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial garbage hauler means any individual, corporation, organization, or business that collects or transports any type of solid waste for other parties. Entities which transport their own solid waste, and entities which transport waste solely for reuse or recycling but not for disposal, are not included in this definition.

Commercial garbage hauler license means a license issued by the Board of Commissioners under the terms of this division.

License holder or *licensee* means any commercial garbage hauler which holds a Commercial Garbage Hauler License.

Rate structure means the structure of charges made by a Commercial Garbage Hauler to its customers. The term "rate structure" is not intended to include the level of the rates charges; rather, it is intended to include the overall structure of the rates charged. This term is intended to refer to the relationship between rates charged by a particular hauler to different customers, and/or for different volumes of waste, and/or for different types of waste.

Solid waste means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded materials, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, and agricultural operations, and from community activities, but does not include mining waste in connection with a mine permitted under SDCL Title 45, hazardous waste as defined under SDCL Ch. 34A-11, solid or dissolved materials in domestic sewage or dissolved materials in irrigation

return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended to January 1, 2011, or source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended to January 1, 2011.

Volume based means the property of providing financial incentives to encourage source reduction, reuse, and recycling. Specifically, the term "volume based" refers to garbage collection rate structures which provide for user fees which increase as the volume of waste collected increases.

(Code 1979, § 9-55; Ord. No. 1185, 10-20-1994)

Sec. 34-116. License required.

It shall be unlawful for a commercial garbage hauler to use the streets or roads within the City for the collection, removal, or disposal of any solid waste, without first having obtained a Commercial Garbage Hauler License from the Board of Commissioners.

(Code 1979, § 9-56; Ord. No. 1185, 10-20-1994)

State law reference(s)—Authority to require license, SDCL 34A-6-29.

Sec. 34-117. Application for license.

The form for application for a Commercial Garbage Hauler License and renewal thereof, as required by the provisions of this division, shall be available from the Municipal Finance Officer. Upon completion of the application, the applicant shall return it to the Municipal Finance Officer for review. For an application to be considered complete, the applicant must also submit:

- (1) Proof of certification by the approved landfill that the applicant will be allowed to deposit solid waste collected from the City in the approved landfill.
- (2) Proof of insurance coverage, as described in the Performance Standards (Section 34-125(5));
- (3) Proposal rate structure, as described in the Performance Standards (Section 34-125(7));
- (4) Payment of an application fee shall be established by resolution unless required to be set by ordinance for either a new license or a renewal.

(Code 1979, § 9-57; Ord. No. 1185, 10-20-1994; Ord. No. 1647, § 2, 4-4-2022)

State law reference(s)—Authority to require fee, SDCL 34A-6-29.

Sec. 34-118. Approval of application by governing body required prior to licensure.

Before any Commercial Garbage Hauler License shall be issued, renewed, or transferred under the provisions of this division, the Board of Commissioners must approve the Application for License. The Board of Commissioners may require the applicant to furnish additional information related to the provisions of this division, prior to approval of an application. Upon approval of the application, the Municipal Finance Officer shall issue a Commercial Garbage Hauler License to the applicant. Once issued, licenses shall be conditional upon the license holder complying with the Performance Standards in Section 34-125.

(Code 1979, § 9-58; Ord. No. 1185, 10-20-1994)

Sec. 34-119. Duration of license.

Upon approval, a Commercial Garbage Hauler License shall be valid until the end of the calendar year for which it has been approved. Except in cases of renewal (Section 34-123) or transfer (Section 34-124), no such license shall be valid for more than one calendar year. Sale of

a business holding a Commercial Garbage Hauler License shall render such license invalid immediately upon consummation of the sale, unless said license is transferred under the provisions of Section 34-124.

(Code 1979, § 9-59; Ord. No. 1185, 10-20-1994)

Sec. 34-120. Covering vehicles.

It shall be unlawful for a commercial, non-commercial or private hauler to haul refuse in a truck or trailer, unless the same is covered so that the refuse will not be strewn along the streets and alleys of the City or the roadway to the sanitary landfill.

(Code 1979, § 9-60; Ord. No. 751, § 8(C), 6-18-1973; Ord. No. 1204, 7-8-1995)

Sec. 34-121. Revocation of license.

The Board of Commissioners may, after a hearing affording due process, revoke or suspend any license issued pursuant to the provisions of this division for the violation by the licensee or the licensee's employees of any of the applicable provisions of this division.

(Code 1979, § 9-62; Ord. No. 751, § 8(A), (D), 6-18-1973)

Sec. 34-122. Renewal of license.

A holder of a currently valid Commercial Garbage Hauler License may apply for renewal of such license in the same manner of application described in Section 34-117.

(Code 1979, § 9-64; Ord. No. 1185, 10-20-1994)

Sec. 34-123. Transfer of license.

A holder of a currently valid Commercial Garbage Hauler License, in conjunction with a party wishing to receive such a license, may apply for transfer of such license in the same manner of application described in Section 34-117. In such cases, the payment of the applicable fee shall be the responsibility of the party to receive the transferred license. For an application for a transfer to be considered complete, the signatures of an authorized representative from each party must be presented on the application form.

(Code 1979, § 9-65; Ord. No. 1185, 1-20-1994)

Sec. 34-124. Performance standards.

For any Commercial Garbage Hauler License to be effective, the holder of such license shall comply with the following performance standards:

- (1) Random load inspections. License holders will be held accountable by the approved landfill rules and regulations including but not limited to random load inspections. No holder of a Commercial Garbage Hauler License shall violate any rule or policy established by the approved landfill. License holders are required to forward reports of landfill rule violations to the Finance Officer of Madison within 15 days of said violation.
- (2) Minimum design requirements for equipment. All solid waste collection or transportation equipment operated by license holders are required to meet the following standards:
 - a. Vehicles shall be watertight.
 - b. Vehicles shall be covered, with no openings which would allow the contents to escape.
 - c. Vehicle boxes shall be of all metal construction and shall have metal doors which shall be in a closed position whenever the vehicle is in motion.

- d. Containers must be attached or bolted to the frame when in transport.
 - e. All vehicles and containers must be manufactured or designed for hauling solid waste.
 - f. Vehicles and containers shall be thoroughly washed as directed by the City, as may be necessary to keep vehicles and containers in proper sanitary condition.
 - g. Vehicles shall be loaded so that solid waste does not spill out, fall out, blow out or otherwise leave the vehicle or container while it's collecting or transporting solid waste.
- (3) Frequency of collection. Each holder of a Commercial Garbage Hauler License shall collect solid waste from its customers at least once per week. In cases where a customer of a license holder produces a type or quantity of solid waste which requires more frequent collection to protect public health, sanitation, or safety, the City may direct the license holder to collect solid waste from the particular customer on a more frequent basis.
- (4) For any other licensed hauler within the City of Madison, the occupant, owner, or manager of every dwelling, house, apartment, or construction site and of every place of business and building shall provide a suitable, watertight container provided with bails, ties or handles to receive all refuse which may accumulate between the times of collection. Said containers shall have a capacity of not less than ten gallons or more than 95 gallons, or appropriate dumpsters.
- (5) All licensed haulers should provide customers with recycling collection at least twice a month.
- (6) Insurance required. Proof of insurance must be provided along with the application for a Commercial Garbage Hauler License.
- a. Such insurance shall protect against loss from the following:
 - 1. Liability imposed by law for damages on account of bodily injury or death resulting therefrom, suffered or alleged to have been suffered by any person or persons whatever resulting directly or indirectly from:
 - (i) Any act or activity of the licensee.
 - (ii) Any act or activity of any person acting for the licensee.
 - (iii) Any act or activity of any person under the control or direction of the licensee; and
 - 2. Liability imposed by law for damages to property resulting directly or indirectly from:
 - (i) Any act or activity of the licensee.
 - (ii) Any act or activity of any person acting for the licensee; and
 - (iii) Any act or activity of any person under the control or direction of the licensee.
 - b. The proof of insurance must show that the applicant has secured liability insurance with the following coverage:
 - 1. For bodily injury/death, resulting from any one accident or any other cause, in the minimum amount of \$500,000.00 for any occurrence and an annual aggregate limit of \$1,000,000.00 for two or more occurrences; and
 - 2. For damage liability for property damage resulting from any one accident or other cause, in the minimum amount of \$250,000.00; or
 - c. Combined coverage for bodily injury/ death or property damage, in the minimum amount of \$1,000,000.00.
- (7) Duty of license holder. License holders shall comply with this Code.
- (8) Rate structure. Beginning with applications for the licenses for the year 1995, each applicant for a Commercial Garbage Hauler License shall provide, as an attachment to the application,

a schedule of the rates which the applicant is proposing to charge its customers. The rate structure shall demonstrate the applicant's proposed rates are volume based, as defined in this section. If applicable, charges shall be categorized as to residential, commercial, and any other special charges. If the application is approved, the rate structure identified in the application shall remain in effect during the term of the license. A license holder may change the rate structure during the term of the license only upon approval by the Board of Commissioners. The Board of Commissioners may approve a requested change only after a written request from the license holder, and only if the request appears to maintain the principles of volume based rates.

(Code 1979, § 9-66; Ord. No. 1185, 10-20-1994)

Secs. 34-125—34-148. Reserved.

DIVISION 4. CLEAN UP WEEK

Sec. 34-149. Declaration.

The City shall establish one week each May to be known as "City-Wide Cleanup ." At that time, the City shall pick up from the boulevard those items placed there by the residents of the City. The assigned date(s) will be at the sole discretion of the Solid Waste Director. Cancellation of City-Wide Cleanup will be at the discretion of the Board of Commission based on outside factors including but not limited to emergencies, weather conditions, pandemics.

(Code 1979, § 9-69)

Sec. 34-150. Placement of items.

The cleanup shall always commence on a Monday in May as designated by the Solid Waste Director and it shall be unlawful to place any items for cleanup on the boulevard 48 hours prior to the Monday designated as the start of the cleanup.

(Code 1979, § 9-70)

Sec. 34-151. Items not allowed.

It shall be unlawful for any leaves, lawn waste, trees, white goods, electronics, batteries, recyclable materials, metals, paint or any hazardous or noxious materials, or any other materials deemed by the Solid Waste Department to be left on the boulevard for cleanup.

It shall be unlawful for any rubble to be brought in from outside city limits and placed on city boulevards for collection. City-Wide Cleanup is only for items from city residents.

(Code 1979, § 9-71)

Sec. 34-152. Violation.

Anyone leaving items for disposal prior to the time designated, or items not authorized for disposal, shall be subject to a fine in an amount to be established by resolution unless required to be set by ordinance and/or up to 30 days in jail for each day the items are placed on the boulevard in violation of this division. The same penalty shall apply for items not authorized for disposal. In addition, the City, at its option, may elect to pick up those items placed on the boulevard in violation of this division and bill the same to the property owner at the rate or

schedule established by the City. This fee shall be in addition to the fine or penalty previously specified in this section.

(Code 1979, § 9-72; Ord. No. 1285, 5-17-1999; Ord. No. 1421, 2-5-2007; Ord. No. 1647, § 2, 4-4-2022)

Secs. 34-153—34-169. Reserved.

DIVISION 5. RECYCLING

Sec. 34-170. Madison Recycling Center.

The City of Madison owns and operates the Madison Recycling Center located at 800 SW 7th Street. This center works on a sorted system.

Sec. 34-171. Sorting.

All recyclables must be bagged in either clear or white bags except for cardboard/chip board, those items should be broken down and flattened. Recyclables shall be sorted into the following categories.

- (1) Office paper, to include white and colored office paper
- (2) Plastics and tin/steel/aluminum products, to include #1 and #2 Plastics, tin, steel, and aluminum cans
- (3) Print materials, to include newspapers and all newspaper inserts, junk mail, envelopes, magazines, catalogs, and phone books
- (4) Cardboard, to include corrugated cardboard, fiber egg cartons, and chipboard

Sec. 34-172. Collection.

For City Residents that subscribe to the City of Madison garbage service.

- (a) Recyclables will be collected at least twice a month to be determined by the Solid Waste Director. Dates are subject to change or elimination due to situations including but not limited to, holidays, weather conditions, or mechanical issues.
- (b) All recyclables are collected at a location determined by the Solid Waste Department.
- (c) All recyclables need to be placed within three (3) feet of the collection point.
- (d) All recyclables need to be out for collection by 7:00 a.m. on collection day. There are no set times for collections. If items are set out late, it will not be collected until the following collection date.

Secs. 34-173—34-179. Reserved.

DIVISION 6. YARD WASTE SITE

Sec. 34-180. Yard Waste Site.

The City of Madison owns and operates a Yard Waste Site located on S. 456th Avenue. This site is available for residents of Madison only.

Sec. 34-181. Acceptable Items.

Items accepted at the yard waste site include grass clippings, branches, and garden compost.

Sec. 34-182. Items not allowed.

Items not allowed at the yard waste site, stumps, root balls, pallets, decking, rubble, rubbish, and railroad ties. The city will not accept other wastes that have been identified by the state or federal government as not being appropriate for disposal in a yard waste site.

Sec. 34-183. Violation.

Anyone disposing of unauthorized items shall be subject to a fine in an amount to be established by resolution unless required to be set by ordinance. In addition, the City, at its option, may elect to remove such items in violation and bill the same to the property owner at the rate or schedule established by the department. This fee shall be in addition to the fine or penalty previously specified in this section.

Dated this 7th day of August, 2023

CITY OF MADISON

Mayor

ATTEST:

Finance Officer

1st Reading: July 24, 2023

2nd Reading: August 7, 2023

Published: August 10, 2023

Effective: August 30, 2023

**ASSIGNMENT AGREEMENT FOR TAX INCREMENT
FINANCING DISTRICT NUMBER 5**

THIS ASSIGNMENT AGREEMENT FOR TAX INCREMENT FINANCING DISTRICT NUMBER 5 (“Agreement”) is entered into by **TROJAN VILLAGE, LLC**, a South Dakota limited liability company, of 23472 451st Avenue, Madison, SD 57042 (“Developer”), the **CITY OF MADISON**, a South Dakota municipal corporation, of 116 West Center Street, Madison, SD 57042 (“City”), and **BANKWEST, INC.**, a South Dakota banking corporation, of 420 South Pierre Street, Pierre, SD 57501 (“Lender”). The above-referenced parties may be collectively referred to herein as the “Parties.”

WHEREAS, the City Commission of the City of Madison approved Resolution 2023-13 on April 17, 2023, creating Tax Increment Financing District Number 5 pursuant to Chapter 11-9 of the South Dakota Codified Laws. A copy of Resolution 2023-13 is attached hereto as Exhibit A and is incorporated herein by reference; and

WHEREAS, the City, by and through its adoption of Resolution 2023-13, also approved a Project Plan for Tax Increment Financing District Number 5, identifying the project costs payable from the tax increment generated, pursuant to SDCL 11-9-14 and SDCL 11-9-15; and

WHEREAS, pursuant to SDCL 11-9-2(5), the City is empowered to enter into contracts or agreements necessary and convenient to implement the provisions and effectuate the purposes of the Project Plan; and

WHEREAS, on June 11, 2023, Developer and City entered into a Development Agreement concerning construction of public improvements and development of commercial property and residential housing within the boundaries of Tax Increment District Number 5 (the “TID” or “TID District”) between Trojan Village, LLC and the City of Madison (“Development Agreement”), attached hereto as Exhibit B; and

WHEREAS, Developer has agreed to advance the funds necessary to construct the public improvements in the TID District and otherwise effectuate the Project Plan, as further explained in the Development Agreement; and

WHEREAS, Lender has agreed to loan the funds to Developer to accomplish the purposes set forth in the Development Agreement on the condition that the Developer assign its interest in both the Development Agreement and all future positive tax increments owed to Developer pursuant to the Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties set forth herein, the Parties agree as follows:

1. City’s Payment to Lender. City will pay directly to Lender those positive tax increments which are collected by the City and annually appropriated pursuant to Section 2.02 of the Development Agreement and which are due to Developer pursuant to the Development Agreement until Developer’s loan obligation to Lender is paid in full or the Tax Increment

Financing District is dissolved, whichever comes first. It is the specific intent of the Parties that the assignment in this Paragraph 1 constitute an assignment of Developer's rights to payment under Section 2.10 of the Development Agreement. The parties agree the City is not obligated to pay any sums to Lender other than the amounts due to Developer under the Development Agreement. Any obligation the City has to Lender shall cease by the City's paying to Lender the tax increments due to Developer until Developer's loan obligation is satisfied or Tax Increment Financing District 5 is terminated, whichever comes first. Payments will be made to Lender at the address above, or at a different address upon written notice by Lender.

2. Insufficient Increments to Pay Developer's Loan Obligation. Lender agrees that, if City makes payment to Lender of all funds due to Developer under the Development Agreement, there is no liability by City for Developer's loan obligation and Lender shall look solely to its loan agreement(s) with Developer and Developer's guarantors, if any, for any rights of recovery upon default. If Tax Increment Financing District 5 is terminated before Lender is paid in full for Developer's loan obligation or if the increments are insufficient to pay Developer's loan obligation, Lender's sole recourse shall be against Developer and its guarantors, and the City shall have no liability to Lender, provided, however, the City has made all prior payments to Lender required herein.

3. Exchange of Information. Upon reasonable request and notice, Lender agrees to provide financial reports to City and Developer to advise them of the ongoing status of the loan obligation by Developer to Lender. Upon reasonable request and notice, City agrees to provide information to Lender to advise about the completion of public improvements and any certification of costs of improvements made in Tax Increment Financing District 5.

4. Developer's Payments to Lender. All Parties to this Agreement acknowledge that City's obligation to pay pursuant to this Agreement remains even if Developer makes separate payments to Lender for Developer's loan obligation. The Parties agree that City's obligation to pay Lender continues regardless of payments Developer makes to Lender until Lender has been paid in full for Developer's loan obligation or until Tax Increment Financing District 5 is dissolved, whichever comes first.

5. Assignment of Development Agreement to Lender. Developer hereby assigns to Lender all of Developer's right, title, and interest in and to the Development Agreement as additional security for Developer's loan obligation. Until and unless there is a default by Developer with respect to Lender, as described in the applicable loan documents, Developer may and shall continue to act as Developer under the terms of the Development Agreement and shall have all rights, duties, and obligations associated therewith. The City acknowledges and approves this collateral assignment of the Development Agreement from Developer to Lender through the signature of its authorized representative below.

6. Lender Bound by Development Agreement. Lender agrees to be bound by the terms of the Development Agreement between City and Developer relating to payment. The parties agree that City's obligation for payment in this Agreement is limited to those amounts set forth in the Development Agreement.

7. Security Interest. Developer hereby grants Lender a security interest in all funds actually received or collected by City to support any properly approved or revised project plan for Tax Increment Financing District 5, as such TID District may also be revised, expanded, or otherwise supplemented to support the Project, and that the City is obligated to pay to Developer under the Development Agreement.

8. Notice of Developer Default. City agrees to provide Lender with contemporaneous notice of any default by Developer under the terms of the Development Agreement.

9. Lender's Assumption of Development Role. In the event of Developer's default with respect to Lender, as described in the applicable loan documents, or with respect to City, as described in the Development Agreement, Lender may, upon written notice to the City and without further consent from the Developer, assume the rights, duties, and obligations of the Developer under the Development Agreement. In such event and upon written notice to the City, Lender shall, contingent upon Lender's cure of all then-existing defaults by the Developer under the Development Agreement, have all the rights, duties, and obligations of Developer under the Development Agreement. City shall thereafter continue in a manner provided for in the Development Agreement as if Lender were originally a party thereto as developer.

10. Lender's Consent. The City agrees it will not enter into, accept, or perform any material change or modification of the Development Agreement without the prior written consent of Lender. The right, title, and interest of Lender under the Development Agreement pursuant to this Assignment shall not be modified in any material way without the prior written consent of Lender.

11. Definitions. The term "Development Agreement" as used in this Agreement includes the Development Agreement of June 11, 2023 concerning Tax Increment Financing District Number 5 between Trojan Village, LLC and the City of Madison and any subsequent revisions or amendments thereto approved by the parties, including any properly approved revised project plan that may affect Section 3 of the Development Agreement. The term "Developer's loan obligation" as used in this Agreement is Developer's debt to Lender for public improvements approved as part of any Project Plan for Tax Increment Financing District 5.

12. Counterparts. This Agreement may be executed in counterparts and by different parties on different counterparts with the same effect as if the signatures thereto were on the same instrument. This Agreement shall be effective and binding upon the Parties as of the date in which the last party executes a counterpart of this Agreement ("Effective Date").

13. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns.

14. Entire Agreement. This Agreement, together with the related written agreements specifically referred to herein, represents the only agreement among the parties concerning the subject matter of this contract and supersedes all prior agreements, whether written or oral, relating to the subject matter of this agreement.

15. Modification and Waiver. No purported amendment, modification, or waiver of any provision hereof shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

16. Notice to Terminate and Cure. City will not terminate the Development Agreement without first giving fifteen (15) days prior written notice to Lender, which notice shall set forth the alleged defaults by the Developer upon which the notice is based. City agrees upon the giving of such notice, Lender shall have the right during such fifteen (15) day period to exercise Lender's rights under this Agreement and cure the defaults by Developer that the City asserts as grounds for the notice of termination.

17. Governing Law and Venue. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of South Dakota, and venue for any dispute arising hereunder shall be exclusively in a court of competent jurisdiction in Lake County, South Dakota.

18. Invalid Provisions and Waiver. If any term, restriction, or covenant of this Agreement is deemed illegal or unenforceable, all other terms, restrictions and covenants hereof shall remain unaffected to the extent permitted by law. No waiver by any party of any default, misrepresentation or breach of any representation, warranty, or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of any representation, warranty, or covenant hereunder, or affect in any way any rights arising by virtue of any default, misrepresentation or breach of any representation, warranty, or covenant prior to or subsequent to such occurrence.

19. Construction. This Agreement shall be deemed to be prepared jointly by the parties hereto and neither shall be deemed to be its sole author. In the event of any claim of ambiguity, no provision shall thereby be construed against either party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in the manner appropriate to each as of the Effective Date.

Dated this _____ day of _____, 2023.

CITY OF MADISON

Attest

Roy Lindsay, Mayor

Sonya Wilt, City Finance Officer

(seal)

State of South Dakota)
) ss.
County of Lake)

On this the _____ day of _____, 2023, before me, the undersigned officer, personally appeared Roy Lindsay and Sonya Wilt, who acknowledged themselves to be the Mayor and City Finance Director, respectively, of the City of Madison, a municipal corporation, and that they as such Mayor and City Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Madison by themselves as Mayor and City Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

Dated this ____ day of _____, 2023.

BANKWEST, INC.

By: _____

Printed Name: Tom Kahler

Its: Madison Branch Manager

State of South Dakota)
) ss.
County of Lake)

On this the ____ day of _____, 2023, before me, the undersigned officer personally appeared Tom Kahler, who acknowledged himself/herself to be the Madison Branch Manager of BankWest, Inc., and that as such Madison Branch Manager, being duly authorized so to do, he executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(seal)

Notary Public
My Commission Expires _____

Dated this ____ day of _____, 2023.

TROJAN VILLAGE, LLC

By _____
Eric W. Sinclair, Its Manager and Member

By _____
Randy J. Schaefer, Its Manager and Member

State of South Dakota)
) ss.
County of Lake)

On this the ____ day of _____, 2023, before me, the undersigned officer personally appeared Eric W. Sinclair and Randy J. Schaefer, who each acknowledged himself to be a Manager and Member of TROJAN VILLAGE, LLC, and that each as such Manager and Member, being duly authorized to do so, executed the foregoing for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(seal)

Notary Public
My Commission Expires _____

BID SUMMARY

Replacement of Standby Generator - Utilities Office
City of Madison
Madison, South Dakota
City Bid Number 927



DGR Project No. 415934
Bid Letting: July 27, 2023 - 2:00 PM
City of Madison
Page 1 of 1

Bidder and Address	Bid Security	Bid Price	Genset Manufacturer & Delivery Date	ATS Manufacturer & Delivery Date	Substantial Completion Date	Comments
Electric Construction Company 3414 North Postdam Avenue Sioux Falls, SD 57104	10% Bid Bond	\$122,053.00	Generac / 32-36 Weeks	Generac / 32-36 Weeks	11/1/2024	
Thompson Solutions Group PO Box 88338 Sioux Falls, SD 57109-8338	10% Bid Bond	\$179,886.00	Generac (or Approved Equal) / 38-40 Weeks	ASCO / 36 Weeks	11/2024	
L. Marquardt Electric Inc. PO Box 154 Watertown, SD 57201	Cashier's Check	\$196,669.00	Generac / 2/22/2024	Generac / 2/22/2024	10/30/2024	



July 31, 2023

City of Madison
Attn: Tess Nelson, Utility Services Coordinator
116 W Center Street
Madison, SD 57042

RE: **Recommendation of Award of Contract**
Replacement of Standby Generator – Utilities Office
DGR Project No. 415934

Dear Tess:

We have reviewed the bids received on July 27, 2023 for the above-referenced project. A bid summary form of the bid results is enclosed. We have checked the bids for compliance with the bid specifications. We are hereby prepared to offer the following recommendation.

There were three (3) responsive bids received ranging in price from \$122,053 to \$196,669. The apparent low bid evaluated was, Electric Construction Company, who submitted a total price of \$122,053.00. Though we have not worked with Electric Construction Company on past projects, they have a long history in southeast South Dakota and we know of no reason why they would not perform well on this project. We recommend that you award the contract to Electric Construction Company for a total price of \$122,053.00.

Please review our recommendation and feel free to contact us with any questions you or the Board may have. Please let us know when an award has been made, and we will proceed with preparing the Contract Documents for signatures. We will be sending a copy of the bid summary to all bidders and plan holders.

Best Regards,

DGR Engineering

A handwritten signature in blue ink, reading 'Shannen Struckman'.

Shannen Struckman, P.E.

Enclosure: Bid Summary

SPS:ste

**A RESOLUTION DESIGNATING DIRECTOR AND ALTERNATE DIRECTOR FOR
DAKOTA MAINSTEM BOARD OF DIRECTORS**

WHEREAS, the City of Madison recognizes the importance of effective representation on the Dakota Mainstem Board of Directors; and

WHEREAS, the Dakota Mainstem Bylaws allow a designated Director and Alternate Director from the City of Madison to ensure active participation and representation;

NOW, THEREFORE, BE IT RESOLVED, that the City of Madison hereby designates the following individuals to serve as Director and Alternate Director for the Dakota Mainstem Board of Directors:

Nate Zimmerman shall serve as the primary Director and representative of the City of Madison on the Dakota Mainstem Board of Directors and shall have the authority to attend meetings, vote, and participate in decision-making processes on behalf of the City of Madison.

Rick Nighbert shall serve as Alternate Director as a backup representative for the City of Madison on the Dakota Mainstem Board of Directors and shall have the authority to attend meetings, vote, and participate in decision-making processes when the Director cannot fulfill their duties or in their absence.

FURTHER, BE IT RESOLVED, that the Director and Alternate Director are authorized to communicate with the City of Madison regarding matters concerning the Dakota Mainstem Board of Directors, provide updates on the board's activities, and seek input or guidance as necessary.

This Resolution shall take effect immediately upon its adoption. It shall remain in force until it is amended, repealed, or superseded by subsequent resolution of the City of Madison.

Dated this 7th day of August 2023.

CITY OF MADISON

/s/Roy Lindsay
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

RESOLUTION NO. 2023-20

A RESOLUTION TO DIRECT THE PREPARATION, FILING AND SETTING OF A PUBLIC HEARING ON THE ASSESSMENT ROLL FOR SIDEWALK IMPROVEMENT 2022

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

1. The awarded bid of J&M Construction, in the amount of \$7.89 per square foot for installation of 4" sidewalk and \$8.67 per square foot for installation of 6" sidewalk to construct Sidewalk Improvement 2022, including furnishing of all labor and materials to be used in the construction of the improvements according to the plans and specifications for said improvements as filed in the office of the Finance Officer, was deemed to be the lowest and best bid or quotation submitted by a responsible bidder, and that bid was hereby accepted.
2. More than twenty days have elapsed since the adoption of the Resolution of Necessity for Sidewalk Improvement 2022 (Resolution No. 2021-30) and the referendum has not been invoked and no written protests against the making of the improvements authorized thereby have been filed with the Finance Officer.
3. Whereby the City Commission is authorized to levy special assessments pursuant to the provision of Chapter 9-43, South Dakota Codified Laws, as amended.
4. The City Commission will cause to be made and filed in its office an account of the total costs of such improvements in the total amount of approximately \$ 25,163.71 which includes construction, administration, engineering, accounting, publication, legal and other costs per City Policy 02-1; cost shall be assessed on the basis of square footage.
5. There shall be made and filed on or before the 31st day of August, in the office of the Finance Officer, an assessment roll for each of the improvements.
6. The assessments shall be divided into five (5) equal annual installments.
7. Unless paid to the Finance Officer in advance of maturity, the assessments shall be collected by the County Treasurer in accordance with the procedure for Plan One in SDCL 9-43-108, as amended.
8. The unpaid annual installments of the special assessments shall bear an annual interest of 6.25 percent.
9. The City Commission shall meet in the Commission Room of City Hall, 116 W Center Street, on Monday, the 5th day of September, 2023 at 5:30pm or as soon thereafter as the matter may be heard, the said date being not less than twenty days from the filing of said assessment roll, for hearing thereon.
10. The Finance Officer is authorized and directed to prepare a notice describing in general terms the said Sidewalk Improvement 2022, giving the dates of the filing of the assessment roll and the public hearing thereon, stating that the assessment roll will be open for public inspection at the office of the Finance Officer and referring to the assessment roll for further particulars.
11. The Finance Officer is further authorized and directed to publish said notice in the official newspaper prior to the date of hearing and to mail a copy thereof, by first class mail, addressed to the owners or owner of any property to be assessed at his, her or their last mailing address as shown by the records of the Assessor at least one (1) week prior to the date set for said hearing.

Dated this _____ day of August, 2023.

CITY OF MADISON

/s/Roy Lindsay Jr.
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$_.

RESOLUTION NO. 2023-21

A RESOLUTION TO DIRECT THE PREPARATION, FILING AND SETTING OF A PUBLIC HEARING ON THE ASSESSMENT ROLL FOR SIDEWALK REPAIR IMPROVEMENT 2022

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

1. The awarded bid of J&M Construction, in the amount of \$9.85 per square foot for removal and installation of 4" thick sidewalk and \$10.32 per square foot for removal and installation of 6" thick sidewalk to construct Sidewalk Repair Improvement 2022 including furnishing of all labor and materials to be used in the construction of the improvements according to the plans and specifications for said improvements as filed in the office of the Finance Officer, was deemed to be the lowest and best bid or quotation submitted by a responsible bidder, and that bid was hereby accepted. In addition, the work accomplished by another qualified and acceptable Contractor and the additional lump sum cost performed thereby as directed by City Engineer per Resolution No. 2021-31.
2. More than twenty days have elapsed since the adoption of the Resolution of Necessity for Sidewalk Repair Improvement 2022 (Resolution No. 2021-31) and the referendum has not been invoked and no written protests against the making of the improvements authorized thereby have been filed with the Finance Officer.
3. Whereby the City Commission is authorized to levy special assessments pursuant to the provision of Chapter 9-43, South Dakota Codified Laws, as amended.
4. The City Commission will cause to be made and filed in its office an account of the total costs of such improvements in the total amount of approximately \$1,327.81 which includes construction, administration, engineering, accounting, publication, legal and other costs per City Policy 02-1; cost shall be assessed on the basis of square footage.
5. There shall be made and filed on or before the 31st day of August, in the office of the Finance Officer, an assessment roll for each of the improvements.
6. The assessments shall be divided into five (5) equal annual installments.
7. Unless paid to the Finance Officer in advance of maturity, the assessments shall be collected by the County Treasurer in accordance with the procedure for Plan One in SDCL 9-43-108, as amended.
8. The unpaid annual installments of the special assessments shall bear an annual interest of 6.25 percent.
9. The City Commission shall meet in the Commission Room of City Hall, 116 W Center Street, on Monday, the 5th day of September, 2023 at 5:30pm or as soon thereafter as the matter may be heard, the said date being not less than twenty days from the filing of said assessment roll, for hearing thereon.
10. The Finance Officer is authorized and directed to prepare a notice describing in general terms the said Sidewalk Repair Improvement 2022, giving the dates of the filing of the assessment roll and the public hearing thereon, stating that the assessment roll will be open for public inspection at the office of the Finance Officer and referring to the assessment roll for further particulars.
11. The Finance Officer is further authorized and directed to publish said notice in the official newspaper prior to the date of hearing and to mail a copy thereof, by first class mail, addressed to the owners or owner of any property to be assessed at his, her or their last mailing address as shown by the records of the Assessor at least one (1) week prior to the date set for said hearing.

Dated this _____ day of August, 2023.

CITY OF MADISON

/s/Roy Lindsay Jr.
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer