



BOARD OF COMMISSIONERS AGENDA
Monday, October 16, 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/82421597692>

PLEDGE OF ALLEGIANCE

Meeting ID: 824 2159 7692

ROLL CALL

You can also dial in using your phone.

+1 312 626 6799

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes – October 2, 2023
- 2) Bills for Approval – October 18, 2023
- 3) Bills for Ratification – October 11, 2023
- 4) Payroll Bills for Ratification – October 13, 2023
- 5) Personnel
- 6) Adopt Resolution 2023-28 – Approve a Plat – Tract A of Lot 3 of Block 1 DSU Foundation Addition
- 7) Declare Surplus Property and Appoint Appraisers – 1992 Fair Snowblower
- 8) Declare Surplus Property and Appoint Appraisers – 1990 GMC Topkick Dump Truck
- 9) Declare Surplus Property and Appoint Appraisers – 2005 Sterling Actera w/McNelius Packer Garbage Truck
- 10) Declare Surplus Property and Appoint Appraisers – Library Shelving
- 11) Authorize Mayor to Sign SRT-BWC Micro Grant 2023-2025
- 12) Authorize Mayor to Sign Grant Pre-Application for AIG 3-46-0029-026-2024 – Design – Reconstruct FBO Apron and Taxilane
- 13) Authorize Mayor to Sign Grant Pre-Application for AIP 3-46-0029-027-2024 – ALP Update/Master Plan Update

UNFINISHED BUSINESS

- 1) Approve Second Reading of Ordinance No. 1661 – Amend Appendix B – Zoning Section 17.02

NEW BUSINESS

- 1) Approve First Reading of Ordinance No. 1662 – Amend Appendix B – Zoning Section 17.02
- 2) Adopt Resolution 2023-29 – Fines, Fees, Penalties resolution
- 3) Approve Televising Services Agreement with Hydro-Klean LLC
- 4) Approve Change Order #2 for City Administration Building construction
- 5) Approve Change Order #1 for Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot project
- 6) Authorize Mayor to sign SD Dept. of Public Safety Cooperative Agreement – Wildland Fires
- 7) Update on 2023 Infrastructure Improvement Projects

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Next Regular Commission Meeting – Monday, November 6, 2023 at 5:30pm
- 2) Open House for Egan Avenue Project – Thursday, November 2, 2023 from 5:30pm to 7:00pm

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.

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.

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

October 2, 2023
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 2nd day of October with the following members present on roll call: Commissioners Adam Shaw, Jeremiah Corbin, Kelly Dybdahl, Jerae Wire, and Mayor Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to adopt the October 2, 2023, agenda. Motion carried unanimously.

Mark Junker and Matt Buenger from Banner Associates provided an overview of the findings for the 2023 Bridge Inspection Program. Of the 14 bridges inspected, 5 were determined to be in fair condition and 12 in good condition. Recommendations were provided for fence repairs, grouting storm sewer pipes, fixing embankment erosion, stabilizing roadway settlement, and conducting preventative bridge maintenance (sealant, flood washing to remove debris and salt). They also identified bridges being monitored for future issues and provided a bridge maintenance plan.

Motion by Commissioner Corbin, seconded by Commissioner Wire to approve the following items on the consent calendar: Minutes – September 18, 2023, Bills for Approval – October 4, 2023, Bills for Ratification – September 26-27, 2023, Payroll Bills For Ratification – September 15 - 29, 2023, Personnel, Declare Surplus Property and Appoint Appraisers – Scrap Wire, Scrap Metal, and other Miscellaneous, Declare Surplus Property and Appoint Appraisers – Jet Vac (2013 Vactor Truck), Approve Park & Recreation Board appointment – Amy Sad (vacancy ending in April 2025). Motion carried unanimously.

Bills for Approval – October 4, 2023

APPEARA, Entry Mats - WTP/WWTP, \$121.28, ASPHALT SURFACING COMPANY, MDS Taxilane/Road/Parking, \$156,352.83, AT & T MOBILITY, Service for Phone & Tablets, \$2,225.67, BANNER ASSOCIATES INC, ARPA Project Segment 3, \$179,359.45, BERRETH/JAMESON, Mileage - AIA Conf - Sioux Falls, \$64.19, BEST WESTERN RAMKOTA-ABERDEEN, Lodging - G. Gonyo, \$223.98, BROSZ ENGINEERING INC, 2023 Asphalt Surface Treatment, \$500.00, CALDWELL TANKS, Water Tower Construction - Pymt #11, \$259,942.50, CARQUEST OF MADISON, Chainsaw Gas, \$30.00, CHRISTIANSEN COMPLETE WATER, Water Delivery/Cooler Rental, \$22.00, CITY OF SIOUX FALLS, Pool/Spa Bacteria Testing - August 2023, \$132.00, CIVIC PLUS LLC, Civic Clerk Annual Fee, \$6,727.50, CLASSIC CONVENIENCE INC, Sub Sandwiches, \$119.60, COLES PETROLEUM PRODUCTS INC, 8/24/23 to 9/22/23 Fuel Report, \$14,500.08, COLUMN SOFTWARE PBC, Minutes - August 21, 2023, \$336.20, CORE & MAIN GP LLC, Corp Stop/Coupler/Saddle/Inserts, \$669.83, DAKOTA STATE UNIVERSITY, July 2023 Work Orders, \$1,371.89, DELL MARKETING LP, Dell OptiPlex, \$1,607.58, DGR ENGINEERING, Southeast Substation 69 kV to 115 kV Conversion, \$19,014.02, F & M COOP OIL CO, Trailer Tire, \$83.80, FOERSTER TESTING, CTB Design - Water Segment 3, \$2,600.00, GOODWILL OF THE GREAT PLAINS, Shredding Service 6/13/23, \$80.50, GRAINGER, Slacker Solenoid Valve, \$497.02, GREAT AMERICA FINANCIAL SVCS, Copier Lease - Acct# 016-1587488-000, \$414.79, GREATER MADISON AREA CHAMBER, Qtr 4 Appropriation, \$23,750.00, HILLYARD INC, Cleaning Supplies, \$412.68, JENCKS & JENCKS PC, October Services/Contract, \$5,500.00, JOSH'S TOOLS LLC, Chisel, \$67.25, KIBBLE EQUIPMENT LLC OR JOHN DEERE FINANCIAL, O-Rings - Generator, \$49.30, KLJ ENGINEERING LLC, MDS Taxilane/Road/Parking - Construction, \$33,160.53, KOLORWORKS, Paint - Double Gym, \$41.49, LAKE COUNTY INTERNATIONAL INC, Power Washer, \$1,230.00, LAKE COUNTY TREASURER, 8/24/23 to 9/22/23 Fuel Report, \$354.29, MADISON ACE HARDWARE, Sewer Vent Defroster, \$136.42, MADISON GROCERY STORE INC, ASP Groceries, \$346.20, MADISON LAWN CARE INC, Custom Lawn Mowing & Trimming, \$138.93, MIDWEST ALARM CO, Services, \$94.35, MPOWER TECHNOLOGIES INC, MPower Mapping & Data Clean Up Services, \$3,192.00, NORTH CENTRAL INTERNATIONAL SF, Mirror & Cover, \$295.37, O REILLY AUTOMOTIVE INC, Filters, \$61.43, OFFICE PEEPS INC, Paper Products/Sheet Protectors, \$583.68, ONE SOURCE, Background Checks, \$472.00, PETE LIEN & SONS INC, Chemicals, \$5,079.14, PORTA PROS INC DBA A-1 PORTABLE TOILETS, Toilet Rental - RUS, \$296.00, RUNNINGS SUPPLY INC, Transfer Pump, \$432.14, SANITATION PRODUCTS INC, 2023 Vactor Truck, \$513,820.46, SD DEPT OF PUBLIC SAFETY, Teletype Service July - Dec 2023, \$390.00, SD PUBLIC HEALTH LABORATORY, Water Samples, \$490.00,

STREICHERS INC, Uniform Pants, \$369.95, STURDEVANTS MADISON INC, Filters, \$367.65, SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER, G-2 Asphalt, \$4,392.80, TALK THE TEE, Decals, \$57.00, USA BLUE BOOK, Chemicals, \$77.91, WHEELCO BRAKE & SUPPLY INC, Air Filter, \$54.73.

Bills for Ratification – September 26-27, 2023

ALEJANDRO VALENCIA WATER AEROBICS, Water Aerobics 9/11/23 - 9/21/23, \$293.00, AMAZON CAPITAL SERVICES INC, Synthesizer Workstation/Arts & Crafts Supplies, \$4,460.69, APPEARA, Mat Rentals - City Hall, \$195.45, AT & T MOBILITY, Library Monthly Service, \$539.43, BAKER & TAYLOR, Books, \$166.17, BLUEPEAK, Phone & Internet, \$3,382.40, BORNS GROUP INC, PRINTING & POSTAGE, \$1,539.28, BUILDERS FIRSTSOURCE, Concrete Mix, \$63.48, BUTLER MACHINERY CO, Engine #2 Repairs, \$8,021.77, CENTURY BUSINESS PRODUCTS INC, Copier Contract - Acct# MD0052, \$213.93, CENTURLINK QC, Phone Bill, \$90.58, CLASSIC CONVENIENCE INC, Fuel, \$75.00, COLONIAL RESEARCH CHEM CORP, Brilliance Germ Away, \$460.87, DAKOTA CINEMA LLC, Summer Program Movie - August, \$587.00, DAKOTA CURB & STONE LLC, MMU Landscaping, \$4,477.97, DAKOTA STATE UNIVERSITY, Property Stickers, \$17.00, DEMCO INC, Desk Calendar, \$17.09, ENDRESS & HAUSER INC, D.O Probe, \$3,265.42, ETTERMAN ENTERPRISES INC, Wire, \$66.58, F & M COOP OIL CO, Fuel, \$11.00, FEISTNER/MATTHEW, Meals Reimbursement, \$154.00, FIRST MADISON INSURANCE, General Liability Renewal - PR00173124, \$3,003.00, FOX PROMO LLC, 5K Tshirts, \$324.25, GALE CENGAGE LEARNING, Books, \$311.04, GREAT AMERICA FINANCIAL SVCS, HR Copier Lease - Acct# 025-1686092-000, \$271.04, HANCO CORPORATION, Shop Supplies, \$350.31, HAWKINS INC, Chemicals, \$2,712.00, HEIMAN INC, Hose/Fittings, \$317.94, HILLYARD INC, Cleaning Supplies, \$141.90, INGRAM CO, Books, \$87.29, INTERSTATE ALL BATTERY CENTER, Lithium Batteries, \$278.40, JIM HAWK TRUCK TRAILERS - SIOUX FALLS, Oil Filter Wrench w/ Stand, \$69.99, JOSH'S TOOLS LLC, Tool, \$39.75, KRUG PRODUCTS INC, Hose Assembly, \$14.54, LEGO EDUCATION, Educational Sets, \$7,852.25, LEWIS DRUGS INC, Totes/Candy - Acct# 50269, \$118.26, LIBRARY IDEAS LLC, Books, \$559.64, M & R ENTERPRISES, Soccer Storage - Unit# 288, \$165.00, MAC QUEEN EQUIPMENT LLC DBA MAC QUEEN EMERGENCY, Uniforms - Fire Dept, \$11,352.67, MADISON ACE HARDWARE, Screwdrivers, \$76.22, MADISON CENTRAL SCHOOL DISTRIC, Summer Program 2023 - Bus Usage, \$4,768.09, MADISON GROCERY STORE INC, ASP Groceries, \$100.12, MADISON TIRES INC, Tire Repair, \$18.83, MARCO TECHNOLOGIES, Copier Lease Acct# 016-1571453-000, \$285.47, MCLAUGHLIN TRUCKING LLC, Trucking - Rescue Truck, \$2,700.00, MCLEOD PRINTING & OFF SUPP, Traffic Tickets, \$173.47, MICROMARKETING LLC, Books, \$271.30, MIDCONTINENT COMMUNICATIONS, Business Internet, \$173.92, NORTHWESTERN ENERGY, Fire Station 2544283-1, \$71.48, O REILLY AUTOMOTIVE INC, Filters, \$21.15, OFFICE PEEPS INC, Paper Towels, \$407.53, OVERDRIVE, Books, \$3,796.52, PARACLETE PRESS INC, Books, \$37.20, PENGUIN RANDOM HOUSE LLC, Books, \$105.71, PEREZ LOPEZ/ANAHI, Interpreter Services - July 2023, \$45.00, PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC, Equipment Lease Acct# 0011373079, \$237.09, PROCHEM DYNAMICS LLC, Janitorial Supplies, \$356.60, PROSTROLLO AUTO PLAZA CO, Switch - Window, \$130.92, PRUNTY CONSTRUCTION CO INC, Water System Improvements Seg 3 - Pymt 1, \$431,359.99, RASMUSSEN/AUTUMN, P90X - August, \$85.00, REDWOOD TOXICOLOGY LABORATORY INC, Shipping, \$18.61, REMOTE SYSTEMS INTEGRATION, RSINet Data Service Qtr 3, \$180.00, RESYKLE LLC, Steel, \$22.50, RUNNINGS SUPPLY INC, Animal Shelter Supplies, \$537.01, SD MUNICIPAL LEAGUE, 2023 SDML Conference Registration - Members, \$725.00, SDN COMMUNICATIONS, Internet Acct# 031789, \$516.79, STREICHERS INC, Uniforms, \$309.96, STUART IRBY TOOL CO, (E-TE100) Protective Caps, \$2,939.00, STURDEVANTS MADISON INC, Battery, \$314.41, SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER, G-2 Asphalt, \$4,366.40, TEN EYCK/MICHELLE, Lifeguard Recertification - Bame/Sewell, \$250.00, TIMMER SUPPLY CO, Roof Flashing/Silicone, \$104.39, TYLER TECHNOLOGIES INC, Hardware & Maint - Barcode Readers, \$2,965.00, UNITED RENTALS (NORTH AMERICA) INC, Excavator Rental, \$7,128.58, USA BLUE BOOK, Chemicals, \$696.40, UTILISMART CORPORATION, Utility Data/Device Manager and SmartMAP, \$3,893.00, WHEALY/MARK, Spin Classes 8/30 - 9/8, \$57.00, WHEELCO BRAKE & SUPPLY INC, Starter Teeth, \$409.45, WINTER CONTRACTING LLC, NW 9th St/Union Ave Project - Pymt 3, \$663,238.64.

Payroll Bills For Ratification – September 15, 2023

HEALTH POOL OF SOUTH DAKOTA, \$42,071.54, IRS-EFTPS, \$64,412.87, OFFICE-CHILD SUPPORT ENFORCE, \$1,056.00, SD RETIREMENT SYSTEM, \$24,281.81, SD RETIREMENT SYSTEM, \$3,316.50.

Payroll Bills For Ratification – September 29, 2023
IRS-EFTPS, \$47,062.30.

Personnel

Dhakal, Supratik Service Desk; Bryant, Kennedy \$13.19 CC Lifeguard/Year 2; Anderson, Rylee \$13.19 CC Lifeguard/Year 2; Lucha Valencia, Gonzalo A \$10.81 Service Desk.

Motion by Commissioner Shaw, seconded by Commissioner Corbin to Approve First Reading of Ordinance No. 1661 – Amend Appendix B – Zoning Section 17.02. Motion carried unanimously. Director of Engineering and Community Development, Ryan Hegg, explained that this item pertains to the Trojan Village housing development and helps encourage responsible development through identification of residential and commercial areas.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to Ratify the Submission of Egan Avenue Reconstruction Project to State Water Plan. Motion carried unanimously. Mayor Lindsay stated that the City was required to submit the application by October 1st so that we could apply for funding in the future.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to Authorize City Administrator to Approve Certain Change Orders on City Administration Building Construction up to \$25,000. Motion carried unanimously. Director Hegg explained that this change allows the City Administrator to approve certain change orders based on dollar amount, thus ensuring that the construction project moves forward.

Finance Officer Sonya Wilt shared the list of 2024 nonprofit funding requests. These requests will be added to the upcoming budget.

Public comments were received pertaining to the 9th/Union Street project. There are multiple issues with mud, silt, damage to landscaping, sprinkler damage, and ongoing issues with construction debris. It was requested that the City clean up the area.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, October 16th at 5:30pm
- The state provided Mayor Lindsay with information pertaining to upcoming construction at 457th and Highway 34. For additional information, contact the Mayor outside of this meeting.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to Adjourn at 6:03pm. Motion carried unanimously.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

CITY OF MADISON
PERSONNEL
October 2023

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Olverson, Channing	9/25/2023	PT<20	PT<20	12.66	13.19	CC Lifeguard/Year 2
Joachims, Matthew	10/10/2023		FT		26.43	Police Officer

RESOLUTION NO. 2023-28

A RESOLUTION TO APPROVE A PLAT

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

That the plat Tract A of Lot 3 of Block 1 DSU Foundation Addition to the City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

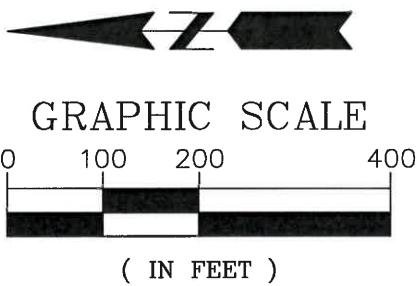
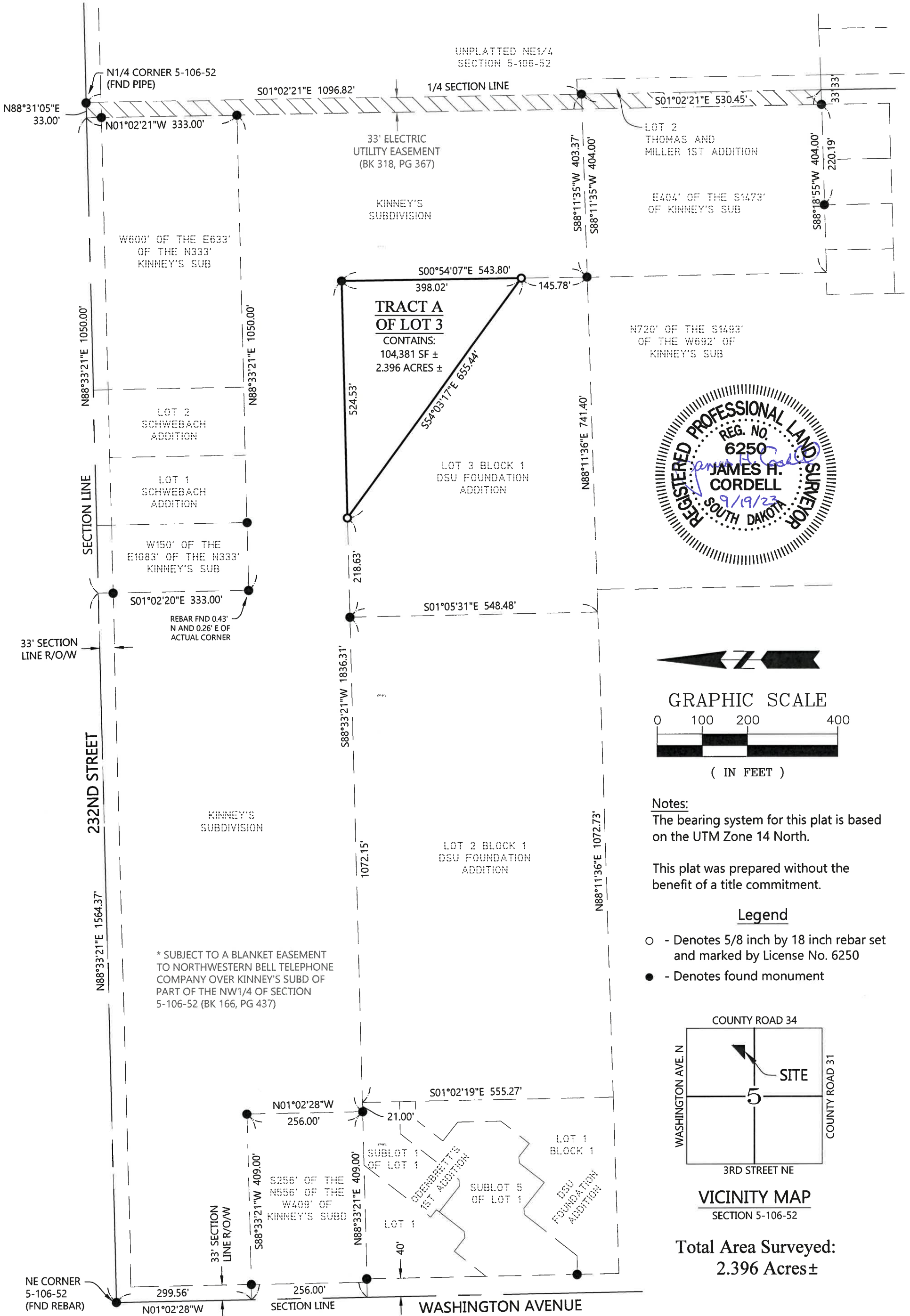
Dated this 16th day of October, 2023.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

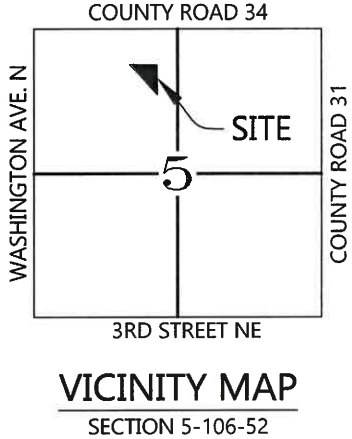
PLAT OF
TRACT A OF LOT 3 OF BLOCK 1 DSU FOUNDATION ADDITION
TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA



Notes:
The bearing system for this plat is based on the UTM Zone 14 North.

This plat was prepared without the benefit of a title commitment.

- Legend**
- - Denotes 5/8 inch by 18 inch rebar set and marked by License No. 6250
 - - Denotes found monument



Total Area Surveyed:
2.396 Acres±

Sayre Associates

216 S. Duluth Avenue • Sioux Falls, SD 57104
Phone: (605) 332-7211 • Fax: (605) 332-7222
Engineers • Surveyors

PLAT OF
TRACT A OF LOT 3 OF BLOCK 1 DSU FOUNDATION ADDITION
TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA

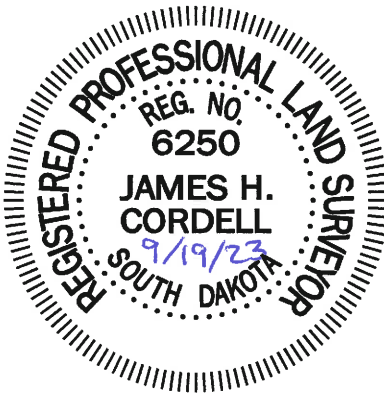
SURVEYOR'S CERTIFICATE

I, James H. Cordell, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I did on or before November 29, 2022, survey and plat a part of Lot 3 of Block 1 DSU Foundation Addition to the City of Madison, Lake County, South Dakota, into a tract as shown. The same shall hereafter be known and described as **Tract A of Lot 3 of Block 1 DSU Foundation Addition to the City of Madison, Lake County, South Dakota.**

I further certify that to the best of my knowledge the plat correctly represents the same, is true and correct and that it was made under my direct supervision.

Dated this 19th day of SEPTEMBER, 2023.

James H. Cordell
SD Registered Land Surveyor No. 6250



OWNER'S CERTIFICATE OF COMPLIANCE

We, South Dakota Board of Regents, do hereby certify that we are the sole, absolute, and unqualified owner of all land included in the above plat and that said plat has been made at our request and in accordance with our instructions for the purpose of transfer, and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations as well as all water pollution prevention control rules, codes and laws. This parcel of land is free from any encumbrances.

We hereby dedicate to the public for public use forever the streets, roads and alleys, parks and public grounds, if any, as shown on said plat if applicable, including all sewers, culverts, bridges, water distribution lines, sidewalks and other improvements on or under the streets, alleys, parks and public grounds whether such improvements are shown or not. We also hereby grant, if applicable, easements to run with the land for water, drainage, sewer, gas, electric, telephone or other public utility lines or services under, on, or over those strips of land designated hereon as easements.

We hereby waive any rights of protest to any applicable special assessment program which may be initiated for the purpose of installation of improvements required by the Subdivision Ordinance of the City of Madison.

On our behalf as the owners and also binding on behalf of future successors and assigns, we hereby waive any rights of protest to any special assessment program which may be initiated by the City for the purpose of installation of improvements required by the Subdivision Ordinance of the City of Madison.

Dated this 27 day of September, 2023

Owner: State of South Dakota

By: Kristi Noem
Kristi Noem, Governor

Attest By: Brock Greenfield
Brock Greenfield, Commissioner of School and Public Lands

STATE OF SOUTH DAKOTA)

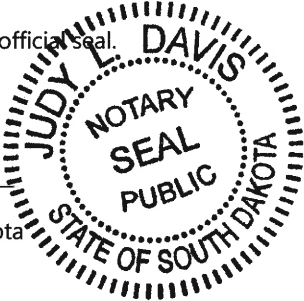
COUNTY OF Hughes §

On this 27 day of September, 2023, before me, the undersigned officer, personally appeared Kristi Noem, who acknowledged herself to be the Governor of the State of South Dakota, and that she as such Governor being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the State by herself as Governor.

In witness thereof, I have hereunto set my hand and official seal.

My commission expires: 07/23/2027

Judy L. Davis
Notary Public, Hughes County, South Dakota



STATE OF SOUTH DAKOTA)

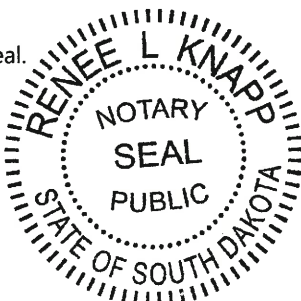
COUNTY OF Hughes §

On this 27 day of September, 2023, before me, the undersigned officer, personally appeared Brock Greenfield, who acknowledged himself to be the Commissioner of School and Public Lands, and that he as such Commissioner of School and Public Lands being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the commission by himself as Commissioner of School and Public Lands.

In witness thereof, I have hereunto set my hand and official seal.

My commission expires: 11-05-2025

Renée L. Knapp
Notary Public, Hughes County, South Dakota



CITY ENGINEER'S CERTIFICATE

I, _____, City Engineer of the City of Madison, do hereby certify that this plat has been reviewed by me or my authorized agent and that this plat is recommended for approval by the City Commission.

Signed on this ____ day of _____, 20____.

City Engineer, Madison, South Dakota

PLANNING COMMISSION CERTIFICATE

Approval of the plat of Tract A of Lot 3 of Block 1 DSU Foundation Addition to the City of Madison, Lake County, South Dakota, is hereby granted by the City Planning Commission on this ____ day of _____, 20____.

Chair, City Planning Commission

CITY COMMISSION APPROVAL

Resolution Number _____

Be it resolved by the City Commission of the City of Madison, that the plat of Tract A of Lot 3 of Block 1 DSU Foundation Addition to the City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

Adopted this ____ day of _____, 20____.

Mayor, City of Madison

Attest: _____
City Finance Officer

CITY FINANCE OFFICER'S CERTIFICATE

I, _____, the duly appointed, qualified and acting City Finance Officer of the City of Madison, South Dakota hereby certify that I have compared the copy of the foregoing Resolution No. _____ with the original as contained in the minutes of the said board of City Commissioners for the meeting of said board held on the ____ day of _____, 20____, and that the foregoing is a true and correct copy of said resolution and that the same has not been altered, modified, or amended, on this ____ day of _____, 20____.

City Finance Officer, Madison, South Dakota

COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Lake County, South Dakota, do hereby certify that all taxes which are liens upon any land included in the above (and the foregoing) plats, as shown by the record of my office, have been fully paid.

Dated this ____ day of _____, 20____.

Treasurer, Lake County, South Dakota

DIRECTOR OF EQUALIZATION

I, Director of Equalization of Lake County, South Dakota, do hereby certify that a copy of the above plat has been filed at my office.

Director of Equalization, Lake County, South Dakota

REGISTER OF DEEDS

Filed for record this ____ day of _____, 20____, at ____ o'clock, ____m., and recorded in Book ____ of Plats on Page ____.

Register of Deeds, Lake County, South Dakota



TO: Mayor/Commission
FROM: Gary Gonyo
DATE: 10/16/23
RE: Declare Surplus Property

1992 Fair Snowblower

\$ _____
(Includes any applicable sales tax)

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.

Gary Gonyo

Tom Michelke

Jason Martin



TO: Mayor/Commission
FROM: Gary Gonyo
DATE: 10/16/23
RE: Declare Surplus Property

1990 GMC Topkick Dump Truck

\$ _____
(Includes any applicable sales tax)

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.

Gary Gonyo

Tom Michelke

Jason Martin



TO: Mayor/Commission
FROM: Gary Gonyo
DATE: 10/16/23
RE: Declare Surplus Property

2005 Sterling Actera w/McNelius Packer Garbage Truck
\$ _____
(Includes any applicable sales tax)

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.

Gary Gonyo

Tom Michelke

Jason Martin



TO: Mayor/Commissioners
FROM: Melanie Argo
DATE: 10-12-2023
RE: Declare as Surplus Property

\$ _____

(includes any applicable sales tax)

- 1 – Shelving Unit [9’3” Long X 2’4” Wide X 3’8” High]
- 3 – Shelving Units [6’3” Long X 2’2” Wide X 3’8” High]
- 1 – Shelving Unit [28’ Long X 2’2” Wide X 3’8” High]

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.

Lois Niedert

Mary Francis

Melanie Argo

Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN
Madison Police Department
And



Justice & Security Strategies, Inc.

SUBAWARD INFORMATION	
Name:	Madison Police Department
Address:	116 W Center Street Madison, SD 57042
Award Number	45829053
Federal Identification Number	46-6000272
Micro-grantee UEI	MTC8CUH8MNQ6
Program Period: Start Date - End Date	01/01/2023-12/31/2025
Total Amount of the Federal Award	\$ 15,348.90
Match Amount	\$ 15,348.90

By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within the application portal and the associated attachments, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Madison Police Department. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved budget. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: <https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special-Conditions.pdf>.

Should Madison Police Department accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 info@srtbwc.com , 888-235-0565	Typed Name and Title of Authorized Subrecipient Official
Signature of Approving Official	Signature of Authorized Subrecipient Official
Date:	Date:

Federal Award Number: 2020-BC-BX-K001, **October 1, 2020, C.F.D.A. No: 16.835.** **Federal Award Project Description:** The Fiscal Year 2022 Supporting Small and Rural Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate expanded body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to those agencies. This is not a research and development grant.

This project was supported by Grant No. 2020-BC-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

Attachment A: Award Specific Requirements

- 1) **Body-worn Camera (“BWC”) Policy Review Required in Order to Receive Funding:** Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ’s Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee’s BWC policy is approved in writing by JSS.
 - a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micro-grantee’s executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or
 - b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.
- 2) **Monthly Reporting Required:** In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.
- 3) **Budget and spending restrictions:** In addition to all restrictions in funding previously communicated to Micro-grantee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:
 - a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean “a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity.”
 - b) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.
 - c) Any consultant rate in excess of \$650 per day unless approved in writing by JSS prior to expenditure.
- 4) **Audit and monitoring:**
 - a) Should Micro-grantee’s audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.
 - b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including:
 - i. Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
 - ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.

Failure to cooperate with BJA’s or JSS’s grant monitoring activities may result in sanctions affecting Micro-grantee’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards, referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.
- 5) **Close-out:** Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.

Attachment B: Award Specific Requirements

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

- 1) **Federal rules that apply to this Subgrant:** Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

For additional details about these requirements, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

- 2) **DOJ Grants Financial Guide:** Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide_1.pdf.
- 3) **Record retention and access:** All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data or any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in any way.

Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- 4) **Requirement to report potentially duplicative funding:** If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.
- 5) **Requirement to report breach of confidential information:** Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either:

- a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or
- b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

Micro-grantee's procedures required by this section must include a requirement to report an actual or imminent breach to JSS within 12 hours of when it occurs. This is required so that JSS can report the breach to OJP within 24 hours as legally required by OJP. Micro-grantee must contact JSS immediately using the method specified by JSS and no later than 12 hours if a breach of PII occurs or is about to occur to make sure this gets reported to OJP within 24 hours as required.

- 6) **Subgrants:** Micro-grantee is not permitted to award subgrants—also referred to as subawards—with the funds from this Subgrant unless you have written approval from JSS in advance of issuing the subaward.
- 7) **Procurement rule—cannot discriminate against associates of the federal government:** When buying any goods or services with funds from this micro-grant (this is known as a “procurement transaction”), micro-grantee must not discriminate against any person or business because of their status as an “associate of the federal government” (or because a person or entity is affiliated or owned by such an associate). A person or entity is an “associate of the federal government” if they are engaged or employed (in the past or at present) by or on behalf of the federal government—as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise—in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 8) **Human trafficking:** Micro-grantee must comply with all U.S. Department of Justice requirements related to trafficking in persons. This includes, but is not limited to, the requirement micro-grantee and its employees must not engage in:
 - a) Severe forms of trafficking in persons
 - b) Procurement of a commercial sex act
 - c) Use of forced labor in the performance of the Subgrant
 - d) Acts that directly support or advance trafficking in persons.

Examples are included in Section B at this website: <https://ojp.gov/funding/explore/prohibitedconduct-trafficking>

Micro-grantee's full obligations related to prohibited conduct in trafficking in persons can be found at that link above and are incorporated here with this reference. Micro-grantee's micro-grant can be terminated immediately for violation of these requirements.

- 9) **Rules for trainings developed with funds from this micro-grant:** Any training materials micro-grantee develops or delivers with funds from this micro-grant must comply with the Department of Justice OJP training requirements. These requirements include that:
 - a) Trainers comply with the law and cannot discriminate.
 - b) The content of the training and the materials must be accurate, relevant, useful and well-matched to the purpose of the training.
 - c) Trainers must be well-qualified in the subject area.
 - d) Trainers must demonstrate highest standards of professionalism.

Details about these requirements can be found here:

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.html>.

- 10) **Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination:** Equal Employment Opportunity: Micro-grantee must uphold all requirements for an equal employment opportunity organization. This means it must comply with all applicable requirements of 28 CFR Part 42, relating to civil rights and nondiscrimination and includes the requirements for equal employment opportunity programs provided in 28 CFR 42 Subpart E if Micro-grantee is required to have such a program.

- 11) **Civil Rights:** Nondiscrimination on basis of religion: Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.
- 12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

Also, Micro-grantee may not use any of the funds from this Subgrant to pay any person to influence or attempt to influence any federal agency, member of Congress or any of their employees concerning a federal grant, contract, or any other federal award. There are exceptions, including an exception for tribal organizations. See 31 USC 1352 for details.

Contact JSS immediately if you have any questions about this section or whether a specific situation falls within these rules.

- 13) **Duty to report fraud, waste, abuse, and misconduct:** Micro-grantee must promptly report to the DOJ Office of the Inspector General (OIG) any credible evidence that any person (whether they work for your organization or not) has (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws of fraud, conflict of interest, bribery, gratuity, or similar misconduct, in connection with funds under this award.

You can report potential fraud, waste, abuse, or misconduct involving or relating to these Subgrant funds by: (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Micro-grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Micro-grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 14) **No restriction on reporting fraud, waste or abuse permitted:** Micro-grantee may not require any employee or contractor to sign a confidentiality agreement that restricts or bans reporting of waste, fraud or abuse to a federal agency. This does not apply to the federal Standard Forms 312 or 4414 regarding not disclosing certain classified or sensitive information.

If JSS learns that micro-grantee is requiring agreements or statements from its employees or contractors that restrict or prohibit reporting of fraud, waste, abuse or misconduct, JSS is required by law to stop all payments under this micro-grant to micro-grantee.

- 15) **No retaliation for reporting gross mismanagement of federal funds:** Micro-grantee may not retaliate against an employee for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. This requires that Micro-grantee complies with applicable provisions of 41 USC 4712.
- 16) **Encouragement to ban text messaging while driving:** Micro-grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving and to establish policies and educate its employees to decrease crashes caused by distracted drivers.
- 17) **Requirements if designated "high risk" by a federal agency:** If micro-grantee is designated "high risk" by a federal grant-making agency other than DOJ, currently or at any time during the course of this micro-grant, micro-grantee must disclose this and any other information requested immediately to JSS at the contact information provided by JSS and to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. "High risk" includes any status under which a federal awarding agency provides additional oversight due to micro-grantee's past performance, or other programmatic or financial concerns with the micro-grantee. Micro-grantee's disclosure must include the following: 1. The federal awarding agency that designates micro-grantee high risk, 2. The date micro-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency. Micro-grantee agrees to comply with all additional requirements imposed by OJP or JSS if micro-grantee is designated as high risk by DOJ or any other federal agency.

- 18) **Copyright and data rights:** Micro-grantee acknowledges that OJP has a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for Federal purposes: (1) any copyrighted work developed under this Subgrant; and (2) any rights of copyright to which Micro-grantee purchased with Subgrant funds.

Micro-grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this Subgrant; and (2) authorize others to receive, reproduce, publish, or otherwise use this data for Federal purposes.

If Micro-grantee refuses to accept terms affording the Government such rights, JSS is required to report this to OJP and not proceed with an agreement with Micro-grantee.

- 19) **Micro-grantee integrity and performance matters:** Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS.

Micro-grantee must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with either this micro-grant or any other grant, cooperative agreement, or procurement contract from the federal government.

If the total value of micro-grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time, micro-grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in this special condition.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

AIP Grant Application Checklist

AIRPORT NAME: Madison Municipal Airport DATE: 10/6/23

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: 712D2

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: 11/15/2023

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the “Yes” and “No” boxes while others require providing additional information as part of the airport’s request for AIP funds.**

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:					
1.	Standard Form 424 <i>(signed)</i>	☒	☐	☐	☐
2.	Project Cost Breakdown <i>(attached)</i>	☒	☐	☐	☐
3.	Project Sketch <i>(at the request of the ADO)</i>	☒	☐	☐	☐
4.	Project Narrative <i>(attached or within Form 5100-100/101 Part IV)</i>	☒	☐	☐	☐
5.	Form 5100-100 (parts II – IV) <i>(airport development grants)</i> Form 5100-101 (parts II- IV) <i>(planning grants)</i>	☐	☒	☐	☐
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>	☐	☒	☐	☐
7.	Exhibit A <i>(attached or previously submitted to the ADO)</i>	☐	☐	☒	☐
8.	Title Certificate or Long Term Lease Agreement <i>(at the request of the ADO)</i>	☐	☐	☒	☐

Form 5100-100 and Bid Tabulations will be provided with the final grant application.

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☒ Preapplication
☐ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

10/06/2024

4. Applicant Identifier:

MDS

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

BIL-AIG #3-46-0029-026-2024

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Madison

*b. Employer/Taxpayer Identification Number (EIN/TIN):

46-6000272

*c. UEI:

MTC8CUH8MNQ6

d. Address:

*Street 1: 116 W Center Street

Street 2:

*City: Madison

County/Parish: Lake

*State: Province: SD

*Country: United States of America

*Zip / Postal Code 57042-0116

e. Organizational Unit:

Department Name:

Madison Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Roy

Middle Name:

*Last Name: Lindsay

Suffix:

Title: Mayor

Organizational Affiliation:

City of Madison, South Dakota

*Telephone Number: 605-256-7500

Fax Number:

*Email: roy.lindsay@cityofmadisonsd.com

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Madison, Lake County, South Dakota

***15. Descriptive Title of Applicant's Project:**

Design and Bidding Services for Reconstruct FBO Apron and Taxilane

- Design Services including Preliminary Testing

- Bidding Services

- FAA Project Closeout Report

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: SD - At Large

*b. Program/Project: SD - At Large

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 06/01/2024

*b. End Date: 03/31/2025

18. Estimated Funding (\$):

*a. Federal	\$ 81,000
*b. Applicant	\$ 4,500
*c. State	\$ 4,500
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 90,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Roy

Middle Name: _____

*Last Name: Lindsay

Suffix: _____

*Title: Mayor

*Telephone Number: 605-256-7500

Fax Number:

* Email: roy.lindsay@cityofmadisonsd.com

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424	
Authorized State Representative:	
*First Name: Jack	
*Last Name: Dokken	
*Title: Program Manager, Office of Air, Rail and Transit	
*Telephone Number: 605-773-3574	Fax Number: 605-773-2804
*Email: jack.dokken@state.sd.us	
*Signature of Authorized Representative:	*Date Signed:



Preliminary Summary of Project Costs
Madison Municipal Airport
Madison, South Dakota
BIL-AIG #3-46-0029-026-2024
Design - Reconstruct FBO Apron and Taxilane



Item No.	Work Type	Description	Total Price
1	Administration	Miscellaneous Administration Costs	\$ 1,200.00
2	Engineering	Design and Bidding Services including Preliminary Testing	\$ 85,000.00
3	Engineering	FAA Project Closeout Report	\$ 3,800.00

Total Estimated Project Cost = \$ 90,000.00

Total Federal Funding, BIL-AIG (90%) = \$ 81,000.00

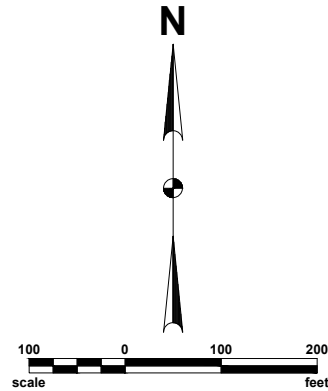
Total State Funding, BIL-AIG Match (5%) = \$ 4,500.00

Total City of Madison Funding, BIL-AIG Match (5%) = \$ 4,500.00



2024 GRANT PREAPPLICATION

1 DESIGN - RECONSTRUCT FBO APRON AND TAXILANE



PRELIMINARY
NOT FOR
CONSTRUCTION



MADISON MUNICIPAL AIRPORT
CITY OF MADISON
MADISON, SOUTH DAKOTA

FBO APRON AND TAXILANE EXHIBIT

DRAFTED
BCB
REVIEWED
ARS
PROJECT NUMBER
LAST REVISED DATE
10/5/2023

SHEET
1

Project Narrative (Justification)
2024 FAA AIP Grant Pre-Application
BIL-AIG #3-46-0029-026-2024
Madison Municipal Airport

Project Item

Reconstruct FBO Apron and Taxilane.

What is the Project?

The project is for design and bidding services for asphalt pavement reconstruction at Madison Municipal Airport. This will include an eligibility and use plan for the apron. Locations are shown in the attached sketch.

Why is the Project Needed Now?

The project is needed now due to the asphalt pavement being in a failed condition. According to the last Pavement Condition Index (PCI) Study conducted in 2021, the apron in front of the FBO/terminal was rated 18, which is in the Failed rating range of 0-40. Taxilane that connect from the apron to the parallel taxiway was rated 26, which is in the Failed rating range of 0-40. This failed rating of asphalt presents safety concerns and FOD issues requiring extra maintenance and inspection by airport staff, and this reconstruction project would remedy the asphalt pavement deterioration.

Is the Project Phased?

Yes. This first phase is to complete the design of the plans and specifications for the apron and taxilane reconstruction. The second phase is to construct the project, scheduled for 2025.

Total Funds Expended this Fiscal Year?

\$81,000 – FAA BIL-AIG federal funds
\$4,500 – State funds
\$4,500 – Local funds

Additional BIL Funds Needed to Complete Project?

No. Remaining BIL balance: \$159,000 – \$81,000 = \$78,000

AIP Grant Application Checklist

AIRPORT NAME: Madison Municipal Airport DATE: 10/6/23

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: 712D2

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: 11/15/2023

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8.	Title Certificate or Long Term Lease Agreement <i>(at the request of the ADO)</i>	☐	☐	☒	☐

3. Planning project preliminary sketch not available until planning services are started

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☒ Preapplication
☐ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

10/06/2024

4. Applicant Identifier:

MDS

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

AIP #3-46-0029-027-2024

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Madison

*b. Employer/Taxpayer Identification Number (EIN/TIN):

46-6000272

*c. UEI:

MTC8CUH8MNQ6

d. Address:

*Street 1: 116 W Center Street

Street 2:

*City: Madison

County/Parish: Lake

*State: Province: SD

*Country: United States of America

*Zip / Postal Code 57042-0116

e. Organizational Unit:

Department Name:

Madison Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Roy

Middle Name:

*Last Name: Lindsay

Suffix:

Title: Mayor

Organizational Affiliation:

City of Madison, South Dakota

*Telephone Number: 605-256-7500

Fax Number:

*Email: roy.lindsay@cityofmadisonsd.com

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Madison, Lake County, South Dakota

***15. Descriptive Title of Applicant's Project:**

Planning Services for ALP Update/Master Plan Update

- ALP Update

- Master Plan

- FAA Project Closeout Report

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: SD - At Large

*b. Program/Project: SD - At Large

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 06/01/2024

*b. End Date: 03/31/2025

18. Estimated Funding (\$):

*a. Federal	\$ 150,000
*b. Applicant	\$ 17,500
*c. State	\$ 17,500
*d. Local	\$ 0
*e. Other	\$ 165,000
*f. Program Income	\$ 0
*g. TOTAL	\$ 350,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Roy

Middle Name: _____

*Last Name: Lindsay

Suffix: _____

*Title: Mayor

*Telephone Number: 605-256-7500

Fax Number:

* Email: roy.lindsay@cityofmadisonsd.com

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424**Authorized State Representative:**

*First Name: Jack

*Last Name: Dokken

*Title: Program Manager, Office of Air, Rail and Transit

*Telephone Number: 605-773-3574

Fax Number: 605-773-2804

*Email: jack.dokken@state.sd.us

*Signature of Authorized Representative:

*Date Signed:



Preliminary Summary of Project Costs
Madison Municipal Airport
Madison, South Dakota
AIP #3-46-0029-027-2024
Planning - ALP Update/Master Plan Update



Item No.	Work Type	Description	Total Price
1	Planning	ALP Update/Master Plan Update	\$ 350,000.00

Total Estimated Project Cost = \$ 350,000.00

Total Federal Funding, AIP (90%) = \$ 315,000.00

Total State Funding, AIP Match (5%) = \$ 17,500.00

Total City of Madison Funding, AIP Match (5%) = \$ 17,500.00

Project Narrative (Justification)
2024 FAA AIP Grant Pre-Application
AIP #3-46-0029-027-2024
Madison Municipal Airport

Project Item

ALP Update/Master Plan Update.

What is the Project?

The project is for planning for an ALP Update/Master Plan Update for the Madison Municipal Airport.

Why is the Project Needed Now?

The ALP Update/Master Plan Update project is needed now because the airport has many airplane capacity constraints during the peak demand times for the flight school through Riggins Flight Service. This airport has a large number of based aircraft on the field (FAA registered data counts 58). Their hangar storage and outside tie-downs are consistently full and they have to use turf areas outside of their paved apron and hangar storage areas as additional tie-down areas. Due to high peak traffic times, they have congestion issues on their parallel taxiway that incur long delays for runway takeoffs.

Is the Project Phased?

No. The ALP Update/Master Plan Update project has no phases.

Total Funds Expended this Fiscal Year?

\$315,000 – FAA AIP federal funds

\$17,500 – State funds

\$17,500 – Local funds

Additional AIP Funds Needed to Complete Project?

Based on current project cost estimate, a funding shortfall is expected. Total shortfall anticipated is \$165,000. The City is requesting state apportionment funding for the shortfall.

ORDINANCE NO. 1661

**AN ORDINANCE TO AMEND APPENDIX B – ZONING – SECTION 17.02 ADOPTED BY
ORDINANCE NO. 1481 ON 8-24-2009 OF THE ZONING ORDINANCE OF THE CITY OF MADISON**

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

That the revised ordinances of the City of Madison, also known as the Code of Ordinances, be amended to change the zoning of the following real property located within the City of Madison by changing the zoning district from Agricultural District (AG) to Duplex Residence, 6,000 Square Foot District (R-60), General Residence, 2,000 Square Foot District (R-20) and Neighborhood Business District (NB) as shown on the attached Exhibit:

All that part 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, except deeded and platted portions thereof and except the East 404 feet of the South 1473 feet thereof, and except the South 256 feet of the North 556 feet of the West 409 feet thereof, and except the West 150 feet of the East 1083 feet of the North 333' thereof, and except the West 600 feet of the East 633 feet of the North 333 feet thereof, and except Lots 1 and 2 of Schwebach addition, and except Odenbrett's First Addition, and except Lots 1, 2 and 3 in Block 1 of DSU Foundation Addition, subject to any recorded easements and encumbrances contained therein.

and

Tract A of Lot 3, Block 1 DSU Foundation Addition to the City of Madison, Lake County, South Dakota

Dated this 16th day of October, 2023.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

1st Reading: October 2, 2023
2nd Reading: October 16, 2023
Published: October 19, 2023
Effective: November 8, 2023

ORDINANCE NO. 1662

**AN ORDINANCE TO AMEND APPENDIX B – ZONING – SECTION 17.02 ADOPTED BY
ORDINANCE NO. 1481 ON 8-24-2009 OF THE ZONING ORDINANCE OF THE CITY OF MADISON**

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

That the revised ordinances of the City of Madison, also known as the Code of Ordinances, be amended to change the zoning of the following real property located within the City of Madison by changing the zoning district from General Business (GB) to General Residence, 2,000 Square Foot District (R-20).

Lot 1 of County Auditor's Third Addition to Madison, Lake County, South Dakota

Dated this __ day of November, 2023.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

1st Reading: October 16, 2023

2nd Reading:

Published:

Effective:

RESOLUTION NO. 2023-29

RESOLUTION SETTING PUBLIC WORKS & UTILITIES FEES, FINES & PENALTIES

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

That the following Fees, Fines, and Penalties be set by this Resolution as permitted in Ordinance:

Section(s)	Fee, Fine, or Penalty	Amount
<i>Electric Service Fees</i>		
14-8	Electric Application Fee	\$20
14-10	Electric Deposit	\$200
14-12	New Electric Installation	
14-12	Res - 100-200 Amp Service	\$125
14-12	Res - 400 Amp or Up	\$400
14-12	Com - 300 Amp	\$650
14-12	Com - 400 Amp	\$650
14-12	Com - 500 Amp	\$725
14-12	Com - 600 Amp	\$800
14-12	Com - 700 Amp	\$875
14-12	Com - 800 Amp	\$950
14-12	Com - 900 Amp	\$1,062.50
14-12	Com - 1000 Amp	\$1,175
14-12	Com - 1100 Amp	\$1,287.50
14-12	Com - 1200 Amp	\$1,400
14-12	Com - 1300 Amp	\$1,562.50
14-12	Com - 1400 Amp	\$1,725
14-12	Com - 1500 Amp	\$1,887.50
14-12	Com - 1600 Amp	\$2,050
14-12	Com - 1700 Amp	\$2,175
14-12	Com - 1800 Amp	\$2,300
14-12	Com - 1900 Amp	\$2,425
14-12	Com - 2000 Amp	\$2,550
14-12	Com - 2500 Amp	\$2,925
14-12	Com - 3000 Amp	\$3,300
14-12	Com - 3500 Amp	\$3,675

14-12	Com - 4000 Amp	\$4,050
14-12	Single Phase Meter Charge - Single Metered Service 200 Amps or Under	\$75
14-12	Single Phase Meter Charge - Single Metered Service Over 200 Amps	\$300
14-12	Three Phase Meter Charge - Single Metered Service 200 Amps or Under	\$600
14-12	Three Phase Meter Charge - Single Metered Service Over 200 Amps	\$600
14-12	3-Phase Services	\$25/month minimum
14-12	Special Weather Installations	50% surcharge Fee over standard
14-12	New/Upgraded from existing overhead transform bank	200% of the underground charges
14-12	Electric Service Processing Fee Residential	\$50
14-12	Electric Service Processing Fee Commercial / Industrial	\$100
14-12	Electric Service After Hours Fee Residential	\$50
14-12	Electric Service After Hours Fee Commercial / Industrial	\$100
14-12	Discontinuance/renewal of service to any seasonal equip/consumer	\$20
14-12	Temporary Elec Service during construction	Greater of actual mat+ labor cost or \$30
14-12	Moving poles, cables for convenience purposes	Actual materials & labor cost

Solid Waste Fees

34-59	Disposal of Motor Vehicle Tires - passenger	\$4/tire
34-59	Disposal of Motor Vehicle Tires - light truck	\$5/tire
34-59	Disposal of Motor Vehicle Tires - semi-truck	\$20/tire
34-59	Disposal of Motor Vehicle Tires - tractor tire	\$30/tire
34-117	Commercial Hauler License	\$100 new / \$25 renewal
34-85	Restricted Use Site Fees	\$20 / pickup load
34-85	Restricted Use Site Fees	\$15 / cubic yard if hauled by other means
34-47	Unauthorized disposal of garbage, yard waste, rubble, or	\$100 plus cleanup cost

household waste

34-86	Unauthorized removal of material from Restricted Use Site	\$100
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Water and Wastewater Service Fees

44-5	Water Application Fee	\$20
44-5	Water Service Processing Fee Commercial / Industrial	\$100
44-11	Water Service After Hours Fee Residential	\$50
44-11	Water Service After Hours Fee Commercial / Industrial	\$100
44-20	Trunk Water Main Hookup Fee	\$ 14.03 per frontage linear ft
44-13	Replace/repair existing water service	\$20
44-20	Trunk Main Hookup Fees SW Madison	\$3675
32-44	Private Sewage Disposal Systems Permit/Inspection Fee	\$20
32-73	Sanitary Sewers, Building Sewers/Connections Permit/Inspection Fee	\$20
32-83	Trunk Sewer Main Hookup Fee	\$16.84 per frontage linear ft
32-83	Replace/repair existing sanitary sewer service	\$20

Fines & Penalties

34-152	City Wide Cleanup Violations Early disposal/prohibited items/items brought in from outside City limits	\$ 150 / violation
42.87	Lawn Maintenance Violation	\$400/hour mowing Fee plus \$25 fee per violation
36-151	Snow removal from sidewalk violation	\$400/hour removal fee plus \$25 fee per violation
36-214	Unlawful depositing of snow violation	\$150 / violation
36-213	Snow Alert Parking Violation	\$50
42-53	Tree Trimming/moving penalty	\$10.00
44-22	Prohibited uses of water	not less than \$1 nor more than \$200
32-110	Prohibited uses of sanitary sewer system (Sump Pump drainage)	\$50/day
14-24	Load Management	

14-24	AC/Electric Heat tampering/disconnection Fee - 1st offense	\$50
14-24	Water Heater tampering/disconnection Fee - 1st offense	\$50
14-24	Dual Fuel Sys tampering/disconnection Fee - 1st offense	recalculation of kw hour usage at current residential rate plus \$100 Fee
14-24	AC/Electric Heat tampering/disconnection Fee - 2nd offense	\$300
14-24	Water Heater tampering/disconnection Fee - 2nd offense	\$300
14-24	Dual Fuel Sys tampering/disconnection Fee - 1st offense	recalculation of kw hour usage at current residential rate plus \$300 Fee

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

That the Fees, Fines, & Penalties as imposed under this Resolution shall be effective November 8, 2022.

Adopted this 16^h day of October, 2023.

/s/Roy Lindsay
Mayor, City of Madison

Attest: /s/Sonya Wilt
City Finance Officer

Published once at the approximate cost of \$__.

9/26/2023

Mr. Blasius
City of Madison
Madison, SD

Mr. Blasius:

HK Solutions Group (HK) is pleased to provide the attached proposal for CCTV inspection of 11,242 LF under our Proactive Inspection and Pipe Evaluation (PIPE) division. HK's PIPE division is the sanitary and storm sewer collection system inspection group responsible for executing cleaning and CCTV inspection projects for municipalities throughout the country.

HK's commitment within the PIPE division is to provide you, the customer, total transparency of the field work being conducted within your municipality. This transparency starts prior to field work with an introduction to the Operations Manager assigned to manage your project from beginning to end. The Operations Manager will set a series of update meetings – the number and frequency will be mutually agreed upon. At that first meeting you will be introduced to **Sewer AI™** and **Pioneer™**. Sewer AI is a NASSCO-certified digital program we utilize for auto-coding captured inspection video. The video is coded to NASSCO standards utilizing proven virtual-reality technology to identify all identified features and defects within the pipeline.

Pioneer is Sewer AI's cloud-based data storage portal. Videos collected in the field are immediately uploaded to Pioneer to be processed by the auto-coding software. Prior to the project start, you will be provided with a personalized log in so you can see and review the videos in real-time – giving you 100% visibility to the inspection during every aspect of the project. Following collection and processing of the videos, HK will provide both a written and digital report documenting the investigation and highlighting severe defects identified during the investigation.

The report will be provided within 15 business days of completion of field work and we will set up an in-person or virtual meeting to discuss the results of the investigation and options for rectifying and rehabilitating the identified defects and the associated costs to help you better budget future repairs for your community.

Thank you for this opportunity and we look forward to working with you and City of Madison. Should you have any questions and/or comments on the attached proposal please do not hesitate to contact me at 515-681-2669.

Sincerely,

Jake Nanti
Regional Sales Manager
HK Solutions Group

HK SOLUTIONS P.I.P.E.™ DIVISION

BY THE NUMBERS:

- **OVER 50 PACP, MACP AND LACP CERTIFIED TECHNICIANS**
- **2.5 MILLION LF OF SANITARY AND STORM SEWER INSPECTED ANNUALLY**
- **OVER 5000 3D DIGITAL 360° MANHOLE (NASSCO LEVEL 2) INSPECTIONS ANNUALLY**
- **DETAILED, WRITTEN REPORTS WITH IDENTIFIED DEFECTS DELIVERED WITHIN 15 DAYS OF PROJECT COMPLETION**



Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

Quote

Quote Nbr.: Q009001
Order Date: 09/26/2023
Valid Until: 12/25/2023
Sales Person: Jake Nanti
Customer ID: 100467
Payment Terms: Net 30 Days

Job Site:

City of Madison, SD
See Maps
Madison SD 57042
United States of America

Bill to:

City of Madison, SD
116 West Center Street
Madison SD 57042
United States of America

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

HK Solutions Group to mobilize to customer location to televise approx. 11,242' of 8"-48" Sanitary/ Storm Sewer. All obstructions must be cleared before day(s) of operations. Quote includes standard traffic control (i.e. cones). Any traffic control required beyond cones will be the responsibility of the customer at no cost to HK.

NO.	ITEM	QTY.	UOM	PRICE	Amount
1	Mobilization	1.0000	EACH	750.0000	750.00
2	Televising 8"-48" Sanitary/ Storm Sewer Pipe	11,242.0000	FOOT	1.2500	14,052.50
3	Easement Televising 8"-48" Sanitary/ Storm Sewer Pipe	0.0000	FOOT	2.5000	0.00

***NOTE: Quote does not include any applicable taxes**

Prepared By: Jake Nanti
Approved By: Michael Ingham

Accepted By: _____
Date: _____
PO#: _____

***Quote Total:** 14,802.50



Project: 23-2100 - City Administration Building - Madison SD
455-505 South Highland Avenue
Madison, South Dakota

Prime Contract Potential Change Order #002: CE #001 - PR #001 - Foundation & Precast Finish Mods

TO:		FROM:	
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	23-2100. - City Administration Building - Madison SD
REQUEST RECEIVED FROM:		CREATED BY:	John Reiser (Journey Construction)
STATUS:	Pending - In Review	CREATED DATE:	9/21/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$114,976.09)

POTENTIAL CHANGE ORDER TITLE: CE #001 - PR #001 - Foundation & Precast Finish Mods

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #001 - RFP #001 - Foundation and Precast Finish Modifications

Per the issued RFP #001, please review the documents and provide pricing as it impact your scope of work to change from having the precast extend down to the footing and have a traditional frost free concrete footing and foundation detail. This will also ease the process of backfilling the foundations to be done prior to the structure being installed and not having to bring material in after full structure is installed. The thin-brick is being eliminated and going to sandblast and acid-etched finishes as determined at the 7/26 meeting at Collins Precast. With this change also the had laid up area of thin-brick at the patio are will change to an EIFS finish.

Please review and submit detailed price breakdowns on the attached pricing sheet no later than Friday, August 11th.

ATTACHMENTS:

[RFP #001 - Collins Precast.docx](#) , [BJ bid journey madison adm rfp 1.pdf](#) , [White Cap - RFP-001.pdf](#) , [RFP-001 Kesteloot Excavation.pdf](#) , [Subcontractor RFP Breakdown Form.xlsx](#) , [Madison City Admin Building - CO1 RFP-1 8-10-23.pdf](#) , [Subcontractor-RFP-Breakdown-Form - RFP-1.xlsx](#) , [Subcontractor RFP Breakdown Form.xlsx](#) , [20230804_RFP #1.pdf](#)

#	Budget Code	Description	Amount
1	03--1401.____S Foundation Walls & Flatwork - BJ Construction		\$76,330.00
2	03--6211.____S Precast Wall Panels - Collins Precast		\$(186,178.00)
3	04--2223.____S Masonry - Caliber Construction		\$(29,738.77)
4	03--6002.____S Precast - SUB ERECT - Journey Erectors		\$0.00
5	09--2001.____S Drywall Package - SUB - Sands Drywall		\$8,992.00
6	31--2301.____S Excavation & Backfill- SUB.Subcontract		\$(1,475.00)
7	03--0102.____P Concrete Reinforcing - White Cap		\$9,576.05



#	Budget Code	Description	Amount
8	07--2110.____.S Foundation Insulation - Allowance		\$14,150.00
Subtotal:			\$(108,343.72)
Overhead (4.00% Applies to all line item types.):			\$(4,333.75)
Excise Tax (2.04% Applies to all line item types.):			\$(2,298.62)
GC Fee (0.00% Applies to all line item types.):			\$0.00
Grand Total:			\$(114,976.09)

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

BJ CONSTRUCTION

27301 476TH AVE

HARRISBURG SD 5703

(605)743-5167 OFFICE

INVOICE DATE: AUGUST 24, 2023

BID

JOURNEY CONST

MADISON ADM BLD

ATT JOHN

Piers	1,800.00
Walls under precast and wall under masonry	68,530.00
4 Extra pumps	4,800.00
Travel time	1,200.00

Total 76,330.00

Thank You

Authorized signature

WORK CHANGE PROPOSAL BREAKDOWN

Contractor/ Vendor RFP Number	#1	Date:	8/10/23
Architects PR Number			
RFP Item Number	N/A	RFP Item Description	Foundation and Precast Finish Modifications
Project Name	Madison City Admin Building		
Bid Package Number:		Construction Manager at Risk:	Journey Construction
Contract/ Vendor Name:	Caliber LLC	Project Architect:	RSA

Contract Time Extension Requested?	Yes/ No?	No. of Calendar Days?
	No	-5

BRIEF DESCRIPTION OF WORK: (INCLUDE JUSTIFICATION AND REASONING FOR ALL COSTS AS PRESENTED BELOW)

Removal of ~ 700SF of thin brick labor and materials.

SELF-PERFORMED WORK ITEMS

LABOR			LABOR	MATERIAL	EQUIP.	TOTALS
LABOR ITEM	LABOR HOURS	LABOR RATE				
Thin Brick Labor Mason	-140	75	\$ (10,500.00)			\$ (10,500.00)
Thin Brick Labor Tender	-140	50	\$ (7,000.00)			\$ (7,000.00)
Total - Labor Costs						\$ (17,500.00)
MATERIAL						
MATERIAL ITEM	QUANTITY	UNIT PRICE				
Thin Brick Materilas	-4725	2		\$ (9,450.00)		\$ (9,450.00)
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
Subtotal of Bare Material Costs				\$ (9,450.00)		\$ (9,450.00)
Sales Tax				\$ (585.90)		\$ (585.90)
Total - Material Costs						\$ (10,035.90)
EQUIPMENT						
EQUIPMENT ITEM	HOURS	RATE				
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
Total - Equipment Costs						\$ -
TOTAL - SELF PERFORMED WORK			\$ (17,500.00)	\$ (10,035.90)	\$ -	\$ (27,535.90)
Overhead and Profit - Self Performed Work (8%)						\$ (2,202.87)

SUBCONTRACTOR WORK ITEMS

Sub Name	Subcontractor Scope of Work	
		\$ -
		\$ -
SUBCONTRACTOR TOTALS		\$ -
Overhead and Profit - Subcontractor Work (6%)		\$ -
Total Cost of Change (Self Performed + Subcontract + O/P's)		\$ (29,738.77)
TOTAL CHANGE PROPOSAL COST		\$ (29,738.77)

WORK CHANGE PROPOSAL BREAKDOWN



Contractor/ Vendor RFP Number	001		Date:	8/10/23
Architects PR Number	RS 219-17			
RFP Item Number	001	RFP Item Description	Foundation and Precast Finish Modifications	
Project Name	City of Madison - City Administration Building			
Bid Package Number:				
Contract/ Vendor Name:	Kesteloot Excavation & Dirt Work Services, LLC		Construction Manager at Risk:	Journey Construction
			Project Architect:	RSA

Contract Time Extension Requested?			Yes/ No?	No. of Calendar Days?
			No	0
BRIEF DESCRIPTION OF WORK: (INCLUDE JUSTIFICATION AND REASONING FOR ALL COSTS AS PRESENTED BELOW)				
Footing and backfilling scope changes.				
SELF-PERFORMED WORK ITEMS				
LABOR			LABOR	MATERIAL
LABOR ITEM	LABOR HOURS	LABOR RATE		EQUIP.
Laborer - Jump N Jack	-3.5	50	\$ (175.00)	
			\$ -	
Total - Labor Costs				\$ (175.00)
MATERIAL				
MATERIAL ITEM	QUANTITY	UNIT PRICE		
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Subtotal of Bare Material Costs			\$ -	\$ -
Sales Tax			\$ -	\$ -
Total - Material Costs				\$ -
EQUIPMENT				
EQUIPMENT ITEM	HOURS	RATE		
318 CAT Excavator	-2.25	\$200.00	\$ (450.00)	\$ (450.00)
279 CAT Skid Steer	-6	\$150.00	\$ (900.00)	\$ (900.00)
			\$ -	\$ -
Total - Equipment Costs				\$ (1,350.00)
TOTAL - SELF PERFORMED WORK			\$ (175.00)	\$ (1,475.00)
Overhead and Profit - Self Performed Work (8%)				\$ -
SUBCONTRACTOR WORK ITEMS				
Sub Name		Subcontractor Scope of Work		
		\$ -		
		\$ -		
SUBCONTRACTOR TOTALS		\$ -		
Overhead and Profit - Subcontractor Work (6%)		\$ -		
Total Cost of Change (Self Performed + Subcontract + O/P's)				\$ (1,475.00)
TOTAL CHANGE PROPOSAL COST				\$ (1,475.00)



CHANGE ORDER REQUEST

Date: 8/21/23
Contractor: Journey Construction
Attn: John Reiser

Project: Madison Administration Bldg
Location: Madison, SD

White Cap proposes to furnish reinforcing steel in accordance with plans and specification to be in accordance with the latest edition of the C.R. S. I. Manual of Standard Practice. All material will comply with ASTM A615, grade 60.

Quoted By TC

Change Order #1: Approximately 13,000 lbs Plain Rebar: **\$9,017.00 LUMP SUM**

Description: Additional reinforcing per RFP #001 – Added foundation walls at exterior & Interior under CMU.

*****Stetson Building Products will not proceed with the above work until accepted in writing.**

SALES TAX NOT INCLUDED

Sales Tax: \$559.05

Total: \$9,576.05

Accepted _____
Company

Name

Date

Sincerely,

Troy Christine troy.christine@whitecap.com

515-829-0277



19606 Collins Ave
Iroquois, SD 57353
(605) 625-3123
www.collinsprecast.com

Proposal (R)

Project Name: City Administration Building Madison, SD	Submit To: John Reiser jreiser@journeyconstruction.com
Owner:	From: Dale Waldner (605) 881-6083 dale@collinshb.com
Architect/Engineer:	Submit Date: August 14, 2023
General Contractor: Journey Construction 4500 West 58 th Street*Sioux Falls, SD 57108	Thank you for your consideration of this proposal. <i>*Estimate may be withdrawn if not accepted within _30_ days.</i>

Description of Work

Cost Breakdown

8" Plank=619.35 total sq ft 10" Insulated Panels=10,573.57 total sq ft This proposal Includes: All precast materials, embeds, weld plates, engineering of precast materials, shop drawings, delivery of precast materials to job site, taxes This proposal Excludes: Performance bond, any changes in precast materials or exterior finishes, no precast erection, electrical assemblies *Cast-in electrical assemblies to be furnished by the Electrical Contractor and may be installed by Collins Precast LLC at an additional charge of \$150.00 per assembly Addendum 1: May 25, 2023 Addendum 2: May 31, 2023 Addendum 3: June 6, 2023 Addendum 4: June 7, 2023	Freight to Jobsite: Included Precast Erection: Not Included Performance Bond: Not Included Panels without Thin Brick ready for February 2024 Delivery Taxes: Included Total Bid: \$880,000.00 RFP#1: Alternate #2: Change traditional concrete footing/foundation (see elevations on sheet \$100 and details on S400) Deduct: (\$92,278.00) New Contract Total: \$787,722.00 <i>Seven hundred eighty-seven thousand seven hundred twenty-two dollars and 00/100</i>	NOTES: <i>*All material is guaranteed to be specified. All work to be completed in a substantial workmanlike manner according to specifications submitted. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Interest rate of 1.5% will be applied beyond 30 days past delivery date. No backcharges will be honored without prior knowledge. All backcharges will be done in writing</i>
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Acceptance of Proposal: The above prices and specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Date of Acceptance: _____

Authorized Signature: _____

Submission Contact Information

Dale Waldner | Sales Representative: (605)881-6083 dale@collinshb.com

WORK CHANGE PROPOSAL BREAKDOWN

Contractor/ Vendor RFP Number		Date:	9/12/23
Architects PR Number	001		
RFP Item Number	N/A	RFP Item Description	Foundation & Precast Modifications
Project Name	Madison City Admin. Building		
Bid Package Number:		Construction Manager at Risk:	Journey Construction
Contract/ Vendor Name:	Journey Const.	Project Architect:	RSA

Contract Time Extension Requested?	Yes/ No?	No. of Calendar Days?
	No	0

BRIEF DESCRIPTION OF WORK: (INCLUDE JUSTIFICATION AND REASONING FOR ALL COSTS AS PRESENTED BELOW)

Increased Foundation Insulation Area

SELF-PERFORMED WORK ITEMS

LABOR			LABOR	MATERIAL	EQUIP.	TOTALS
LABOR ITEM	LABOR HOURS	LABOR RATE				
Install Carpenters	50	65	\$ 3,250.00			\$ 3,250.00
			\$ -			\$ -
Total - Labor Costs						\$ 3,250.00

MATERIAL					
MATERIAL ITEM	QUANTITY	UNIT PRICE			
2-1/2" Extruded Polystyrene	6840	1.5	\$ 10,260.00		\$ 10,260.00
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal of Bare Material Costs			\$ 10,260.00		\$ 10,260.00
Sales Tax	6.2%		\$ 640.00		\$ 640.00
Total - Material Costs					\$ 10,900.00

EQUIPMENT					
EQUIPMENT ITEM	HOURS	RATE			
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Total - Equipment Costs					\$ -

TOTAL - SELF PERFORMED WORK	\$ 3,250.00	\$ 10,900.00	\$ -	\$ 14,150.00
Overhead and Profit - Self Performed Work (8%)				

SUBCONTRACTOR WORK ITEMS

Sub Name	Subcontractor Scope of Work	
		\$ -
		\$ -
SUBCONTRACTOR TOTALS		\$ -
Overhead and Profit - Subcontractor Work (6%)		\$ -

Total Cost of Change (Self Performed + Subcontract + O/P's)	\$ 14,150.00
TOTAL CHANGE PROPOSAL COST	\$ 14,150.00

WORK CHANGE PROPOSAL BREAKDOWN

Contractor/ Vendor RFP Number	001		Date:	8/10/23
Architects PR Number				
RFP Item Number	N/A	RFP Item Description		
Project Name	Madison City Admin Building			
Bid Package Number:		Construction Manager at Risk:		Journey Construction
Contract/ Vendor Name:	Sands Drywall	Project Architect:		RSA

Contract Time Extension Requested?	Yes/ No?	No. of Calendar Days?
	No	2

BRIEF DESCRIPTION OF WORK: (INCLUDE JUSTIFICATION AND REASONING FOR ALL COSTS AS PRESENTED BELOW)

Install new EIFS at removed thin brick locations

SELF-PERFORMED WORK ITEMS

LABOR			LABOR	MATERIAL	EQUIP.	TOTALS
LABOR ITEM	LABOR HOURS	LABOR RATE				
			\$ -			\$ -
			\$ -			\$ -
Total - Labor Costs						\$ -

MATERIAL					
MATERIAL ITEM	QUANTITY	UNIT PRICE			
EIFS	735	3.821	\$ 2,808.44		\$ 2,808.44
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal of Bare Material Costs			\$ 2,808.44		\$ 2,808.44
Sales Tax		6.2%	\$ 174.12		\$ 174.12
Total - Material Costs					\$ 2,982.56

EQUIPMENT					
EQUIPMENT ITEM	HOURS	RATE			
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Total - Equipment Costs					\$ -
TOTAL - SELF PERFORMED WORK			\$ -	\$ 2,982.56	\$ 2,982.56
Overhead and Profit - Self Performed Work (8%)					\$ 238.60

SUBCONTRACTOR WORK ITEMS

Sub Name	Subcontractor Scope of Work	
TBD	EIFS Installation	
		\$ -
		\$ -
SUBCONTRACTOR TOTALS		\$ 5,444.19
Overhead and Profit - Subcontractor Work (6%)		\$ 326.65

	Total Cost of Change (Self Performed + Subcontract + O/P's)	\$ 8,992.00
TOTAL CHANGE PROPOSAL COST		\$ 8,992.00

Change Order No. 1
Date 10/3/2023



Airport Name Madison Municipal Airport
Location Madison, SD
Contract Description Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot
Contract Date 5/10/2023

AIP Project # 3-46-0029-024-2023
BIL-AIG Project # 3-46-0029-025-2023
KLJ Project # 2305-00269

Owner
City of Madison
116 West Center Street
Madison, SD 57402

Contractor
Asphalt Surfacing Co. (ASCO)
1205 West Russell Street
Sioux Falls, SD 57104

Engineer
KLJ Engineering LLC
5110 East 57th Street
Sioux Falls, SD 57108

General Reason for Change (quantify and explain details in sections 2 and 3)

CO 1-1 Additional 27" Manhole Casting and Additional Cleanout Casting Furnish and Install
CO 1-2 Sump Pump Furnish and Install

	AIP	BIL/AIG	Non-AIP	Total
Total Contract Amount Prior to this Change Order	\$ 251,667.00	\$ 379,125.17	\$ 63,899.89	\$ 694,692.06
Change Resulting from this Change Order	-	6,460.00	-	6,460.00
Total Contract Amount After this Change Order	\$ 251,667.00	\$ 385,585.17	\$ 63,899.89	\$ 701,152.06

Contract Completion Dates and Calendar Days	
Phase 1 calendar days prior to this Change Order	46
Phase 2 calendar days prior to this Change Order	5
Phase 3 calendar days prior to this Change Order	67
Phase 1 calendar days change resulting from this Change Order	0
Phase 2 calendar days change resulting from this Change Order	0
Phase 3 calendar days change resulting from this Change Order	0
Change to completion dates and calendar days resulting from this Change Order	None
Revised phase completion dates and calendar days from this Change Order	See Original Schedule Above

Change Order approved by:

10-3-2023
Date

10/10/23
Date

Date

Date

KLJ Engineering LLC

Asphalt Surfacing Co. (ASCO)

City of Madison

SDDOT Office of Aeronautics

Summary of Changes

Airport Name Sioux Falls Regional Airport
 Location Sioux Falls, SD
 AIP Project # 3-46-0029-024-2023
 Contractor Asphalt Surfacing Co. (ASCO)

Change Order No. 1
 Section 2
 KLJ Project # 2305-00269

Item #	Spec #	Item	Quantities			Unit	Unit Price	Revised Cost	Changed Cost
			Planned	Revised	Change				
SCHEDULE 1 - BASE BID - RECONSTRUCT HANGAR TAXILANES									
1	C-105	Mobilization	1	1	-	L.S.	\$ 65,768.15	\$ 65,768.15	\$ -
2	Local	AirsideTraffic Control	1	1	-	L.S.	\$ 9,052.55	9,052.55	-
3	C-100	Contractor Quality Control Program (CQCP)	1	1	-	L.S.	\$ 12,492.50	12,492.50	-
4	C-105	Contractor Staging/Storage Area	1	1	-	L.S.	\$ 3,621.05	3,621.05	-
5	C-102	Temporary Erosion Control Fiber Mat	11	11	-	S.Y.	\$ 6.80	74.80	-
6	C-102	Inlet Protection	2	2	-	Each	\$ 96.20	192.40	-
7	C-102	Stabilized Construction Access/Vehicle Tracking Control	1	1	-	Each	\$ 966.10	966.10	-
8	Plan Notes	Temporary Contractor Access Road	1	1	-	L.S.	\$ 10,857.55	10,857.55	-
9	P-101	Remove and Dispose of Asphalt Pavement	1,205	1,205	-	S.Y.	\$ 8.70	10,483.50	-
10	P-101	Remove and Dispose of 4" PVC Drain Pipe	27	27	-	L.F.	\$ 5.65	152.55	-
11	P-152	Unclassified Excavation	1,786	1,786	-	C.Y.	\$ 11.25	20,092.50	-
12	Plan Notes	Subgrade Repair (As Needed)	46	46	-	C.Y.	\$ 28.45	1,308.70	-
13	P-154	Geogrid (As Needed)	139	139	-	S.Y.	\$ 5.85	813.15	-
14	P-154	Separation Geotextile	1,971	1,971	-	S.Y.	\$ 1.15	2,266.65	-
15	P-154	Subbase Course, 35 inches	1,347	1,347	-	C.Y.	\$ 27.10	36,503.70	-
16	SP-260	Aggregate Base Course, 6 inches, SDDOT	276	276	-	C.Y.	\$ 44.80	12,364.80	-
17	SP-320	Hot Mix Asphalt Pavement, 4 inches, SDDOT, Class G, PG 58-34	286.4	286.4	-	Ton	\$ 135.60	38,835.84	-
18	P-603	Emulsified Asphalt Tack Coat	121	121	-	Gal.	\$ 7.35	889.35	-
19	P-605	Joint Sealing Filler (Hot Applied)	30	30	-	L.F.	\$ 39.60	1,188.00	-
20	P-620	Surface Preparation	1	1	-	L.S.	\$ 452.60	452.60	-
21	P-620	Taxiway Painting, 6" Wide	216	216	-	S.F.	\$ 4.55	982.80	-
22	P-620	Reflective Media	1	1	-	L.S.	\$ 339.45	339.45	-
23	D-701	12" PVC Drain Pipe	24	24	-	L.F.	\$ 28.30	679.20	-
24	D-705	4-inch Perforated PVC Underdrain Pipe including Porous Backfill and Filter Fabric	424	424	-	L.F.	\$ 29.35	12,444.40	-
25	Plan Notes	4-inch Solid PVC Outlet Pipe	79	79	-	L.F.	\$ 35.60	2,812.40	-
26	Plan Notes	Precast Concrete Headwall	1	1	-	Each	\$ 565.80	565.80	-
27	Plan Notes	Underdrain Cleanout	2	2	-	Each	\$ 282.90	565.80	-
28	T-901	Seeding	0.5	0.5	-	Acre	\$ 2,263.15	1,131.58	-
29	T-905	Topsoiling (On Site)	337	337	-	C.Y.	\$ 8.75	2,948.75	-
30	T-908	Mulching	0.5	0.5	-	Acre	\$ 1,640.75	820.38	-
TOTAL SCHEDULE 1 CONSTRUCTION - BASE BID								\$ 251,667.00	\$ -
SCHEDULE 2 - BASE BID - RECONSTRUCT HANGAR TAXILANES APPROACHES (GRANT INELIGIBLE)									
1	P-101	Remove & Dispose of Asphalt Pavement	276	276	-	S.Y.	\$ 14.20	3,919.20	-
2	P-101	Remove & Dispose of Concrete Pavement	199	199	-	S.Y.	\$ 29.25	5,820.75	-
3	P-151	Remove & Dispose of Trees	6	6	-	Each	\$ 680.15	4,080.90	-
4	P-152	Unclassified Excavation	101	101	-	C.Y.	\$ 14.70	1,484.70	-
5	P-154	Separation Geotextile	403	403	-	S.Y.	\$ 1.45	584.35	-
6	SP-260	Aggregate Base Course, SDDOT	93	93	-	C.Y.	\$ 38.25	3,557.25	-
7	SP-320	Hot Mix Asphalt Pavement, 4 inches, SDDOT, Class G, PG 58-34	21.7	21.7	-	Ton	\$ 153.05	3,321.19	-
8	SP-380	Portland Cement Concrete, 6 inches, SDDOT, Class M6	141	141	-	S.Y.	\$ 152.75	21,537.75	-
9	P-603	Emulsified Asphalt Tack Coat	9	9	-	Gal	\$ 11.90	107.10	-
10	P-605	Joint Sealing Filler (Hot Applied)	157	157	-	L.F.	\$ 33.95	5,330.15	-
11	T-901	Seeding	0.1	0.1	-	Acre	\$ 2,263.15	226.32	-
12	T-905	Topsoiling (On Site)	68	68	-	C.Y.	\$ 16.30	1,108.40	-
13	T-908	Mulching	0.1	0.1	-	Acre	\$ 1,640.75	164.08	-
TOTAL SCHEDULE 2 CONSTRUCTION - BASE BID								\$ 51,242.14	\$ -
SCHEDULE 3 - BASE BID - RECONSTRUCT AIRPORT DRIVE AND PARKING LOT									
1	Local	Landside Traffic Control	1	1	-	L.S.	\$ 65,768.15	\$ 65,768.15	\$ -
2	C-105	Contractor Staging/Storage Area	1	1	-	L.S.	\$ 9,052.55	9,052.55	-
3	C-102	Temporary Erosion Control Fiber Mat	94	94	-	L.S.	\$ 12,492.50	1,174,295.00	-
4	C-102	Biorolls	140	140	-	L.S.	\$ 3,621.05	506,947.00	-
5	C-102	Inlet Protection	1	1	-	S.Y.	\$ 6.80	6.80	-
6	C-102	Concrete Washout	1	1	-	Each	\$ 96.20	96.20	-
7	C-102	Stabilized Construction Access/Vehicle Tracking Control	1	1	-	Each	\$ 966.10	966.10	-
8	Plan Notes	Temporary Airport Access Road and Parking Lot	1	1	-	L.S.	\$ 10,857.55	10,857.55	-
9	P-101	Remove and Dispose of Asphalt Pavement	3,495	3,495	-	S.Y.	\$ 8.70	30,406.50	-
10	P-101	Remove & Dispose of 18" RCP Pipe (Length Includes Flared Ends)	42	42	-	L.F.	\$ 5.65	237.30	-
11	P-152	Unclassified Excavation	3,788	3,788	-	C.Y.	\$ 11.25	42,615.00	-
12	Plan Notes	Subgrade Repair (As Needed)	146	146	-	C.Y.	\$ 28.45	4,153.70	-
13	P-154	Geogrid (As Needed)	437	437	-	S.Y.	\$ 5.85	2,556.45	-
14	P-154	Separation Geotextile	4,770	4,770	-	S.Y.	\$ 1.15	5,485.50	-
15	P-154	Subbase Course, 12 inches	1,442	1,442	-	C.Y.	\$ 27.10	39,078.20	-
16	SP-260	Aggregate Base Course, 12 inches, SDDOT	1,442	1,442	-	C.Y.	\$ 44.80	64,601.60	-
17	SP-320	Hot Mix Asphalt Pavement, 5 inches, SDDOT, Class G, PG 58-34	1,162.9	1,162.9	-	Ton	\$ 135.60	157,689.24	-
18	P-603	Emulsified Asphalt Tack Coat	394	394	-	Gal.	\$ 7.35	2,895.90	-
19	SP-650	Concrete Curb & Gutter (Standard & Drop Curb)	94	94	-	L.F.	\$ 39.60	3,722.40	-

Airport Name Sioux Falls Regional Airport
 Location Sioux Falls, SD
 AIP Project # 3-46-0029-024-2023
 Contractor Asphalt Surfacing Co. (ASCO)

Change Order No. 1
 Section 2
 KLJ Project # 2305-00269

Item #	Spec #	Item	Quantities			Unit	Unit Price	Revised Cost	Changed Cost
			Planned	Revised	Change				
20	SP-633	Pavement Marking, 4 inches wide, SDDOT (no beads)	510	510	-	L.S.	\$ 452.60	230,826.00	-
21	D-701	13"x22" Arch RCP, Class 4 (18" equivalent diameter)	40	40	-	S.F.	\$ 4.55	182.00	-
22	D-701	13"x22" Arch RCP End Section, Class 4	2	2	-	L.S.	\$ 339.45	678.90	-
23	D-705	4-inch Solid PVC Outlet Pipe	80	80	-	L.F.	\$ 28.30	2,264.00	-
24	Plan Notes	Precast Concrete Headwall	1	1	-	L.F.	\$ 29.35	29.35	-
25	D-751	Catch Basin, 2'x2'	1	1	-	L.F.	\$ 35.60	35.60	-
26	T-901	Seeding	0.9	0.9	-	Each	\$ 565.80	509.22	-
27	T-905	Topsoiling (On Site)	745	745	-	Each	\$ 282.90	210,760.50	-
28	T-908	Mulching	0.9	0.9	-	Acre	\$ 2,263.15	2,036.84	-
29	Plan Notes	State Permit or License Required Sign	2	2	-	C.Y.	\$ 8.75	17.50	-
30	Plan Notes	Reserved Parking Sign	2	2	-	L.S.	\$ 452.60	905.20	-
31	Plan Notes	Wheelchair Access Aisle Sign	1	1	-	S.F.	\$ 4.55	4.55	-
32	Plan Notes	Stop Sign	1	1	-	L.S.	\$ 339.45	339.45	-
33	Plan Notes	"Airport Dr" Street Sign	2	2	-	L.F.	\$ 28.30	56.60	-
34	Plan Notes	"Airport Rd" Street Sign	2	2	-	L.F.	\$ 29.35	58.70	-
35	Plan Notes	Install Temporary Vehicle Access Gate	1	1	-	L.F.	\$ 35.60	35.60	-
36	Plan Notes	Install Temporary Gate Post	2	2	-	Each	\$ 565.80	1,131.60	-
37	Plan Notes	Remove, Salvage, and Reinstall Existing Wildlife Fence	12	12	-	Each	\$ 282.90	3,394.80	-
38	Plan Notes	Utility Pothole	14	14	-	Acre	\$ 2,263.15	31,684.10	-
39	Plan Notes	Water Service, 1" Pex-Poly Tubing (Furnish and Install)	142	142	-	C.Y.	\$ 8.75	1,242.50	-
40	Plan Notes	Landscape Rock	37	37	-	Acre	\$ 1,640.75	60,707.75	-
TOTAL SCHEDULE 3 CONSTRUCTION - BASE BID								\$ 2,668,331.90	\$ -
SCHEDULE 4 - BASE BID - RECONSTRUCT PARKING LOT (GRANT INELIGIBLE)									
1	P-101	Remove and Dispose of Concrete Pavement	18	18	-	S.Y.	\$ 182.25	\$ 3,280.50	\$ -
2	P-154	Separation Geotextile	40	40	-	S.Y.	\$ 3.95	158.00	-
3	SP-260	Aggregate Base Course, 6 inches, SDDOT	9	9	-	C.Y.	\$ 60.15	541.35	-
4	SP-380	Portland Cement Concrete, 6 inches, SDDOT, Class M6	22	22	-	S.Y.	\$ 152.75	3,360.50	-
5	SP-651	Concrete Sidewalk, 4 inches, SDDOT	44	44	-	S.F.	\$ 16.95	745.80	-
6	SP-380	Concrete Steps	1	1	-	L.S.	\$ 3,960.50	3,960.50	-
7	P-605	Joint Sealing Filler (Hot Applied)	18	18	-	L.F.	\$ 33.95	611.10	-
TOTAL SCHEDULE 4 CONSTRUCTION - BASE BID								\$ 12,657.75	\$ -
Change Order 1									
CO 1-1	Plan Notes	Additional 27" Manhole Casting and Additional Cleanout Casting Furnish and Install	-	1	1	L.S.	\$ 1,970.00	\$ 1,970.00	\$ 1,970.00
CO 1-2	Plan Notes	Sump Pump Furnish and Install	-	1	1	L.S.	\$ 4,490.00	4,490.00	4,490.00
TOTAL CHANGE ORDER 1								\$ 6,460.00	\$ 6,460.00
TOTAL AIP CHANGE								\$ -	\$ -
TOTAL BIL/AIG CHANGE								\$ 6,460.00	\$ 6,460.00
TOTAL NON-AIP CHANGE								\$ -	\$ -
TOTAL CHANGE								\$ 6,460.00	\$ 6,460.00

NOTE: The items highlighted above in tan are items that are funded 100 percent non-AIP/BIL/AIG and 0 percent AIP/BIL/AIG.

Explanation of Changes

Airport Name	Sioux Falls Regional Airport	Change Order No. 1
Location	Madison, SD	Section 3
AIP Project #	3-46-0029-024-2023	KLJ Project # 2305-00269
Contractor	Asphalt Surfacing Co. (ASCO)	

Item No. CO 1-1

Description

Additional 27" Manhole Casting and Additional Cleanout Casting Furnish and Install

Reason for Change

An existing manhole lid that was not at the asphalt surface in the parking lot was hit and damaged by the Contractor while performing asphalt reclaiming/removal. The City of Madison sewer superintendent, Jan Tieman, investigated the sewer service and it was found to be an existing septic tank and pumping station that the City of Madison had no record of. Record of this old sewer service was not provided to KLJ in design, but the City of Madison requests that the Contractor repair to make it operational. The contractor was requested to provide 2 castings and a sump pump to repair the existing system, and we find the price for this utility work to be acceptable.

The Madison Municipal Airport is owned by the City of Madison, which owns this hangar. The south half of the hangar is heated airplane storage and has an office and bathroom, and the north half of the building is cold storage (labeled as #3 and #4 on MDS Airport layout map). There is a utility sink and a floor drain in the heated storage area, and a bathroom on the south end of the building. The floor drain and bathroom have existing connection to the existing septic tank and pump station, and they want to continue the floor drain and bathroom usage in the future. The Change Order is to provide two castings at the new pavement grades and replace the pump that was damaged. The City of Madison's Sewer and Electrical Departments confirmed to the Airport and KLJ that it was indeed operational prior to the project and want the top of existing structures repaired at the parking surface. The City of Madison didn't have complete, existing records of the tank and pumping station locations on their utility maps, and KLJ will provide the city with the asbuilt locations. The City of Madison will be responsible for the maintenance and upkeep of the system.

Item No. CO 1-2

Description

Sump Pump Furnish and Install

Reason for Change

An existing manhole lid that was not at the asphalt surface in the parking lot was hit and damaged by the Contractor while performing asphalt reclaiming/removal. The City of Madison sewer superintendent, Jan Tieman, investigated the sewer service and it was found to be an existing septic tank and pumping station that the City of Madison had no record of. Record of this old sewer service was not provided to KLJ in design, but the City of Madison requests that the Contractor repair to make it operational. The contractor was requested to provide 2 castings and a sump pump to repair the existing system, and we find the price for this utility work to be acceptable.

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September 25, 2023

KLJ Engineering
Attn: Aaron Storm
5110 East 57th Street
Sioux Falls, SD 57108

Re: Madison Airport
AIP No. 3-46-0029-024-2023
Sewer Castings

Aaron,

Pricing for sewer castings requested is:

- 27" Casting - \$1,125/each
- Cleanout Casting - \$845/each

Please let me know if you need any further information.

Sincerely,

Amy Parlet, Project Manager/Estimator
Asphalt Surfacing Company

p: 605.338.4921
f: 605.332.1314

1205 West Russell Street
Sioux Falls, SD 57104

info@asco-usa.com
www.asco-usa.com

Safety . Integrity . Teamwork . Quality



September 25, 2023

KLJ Engineering
Attn: Aaron Storm
5110 East 57th Street
Sioux Falls, SD 57108

Re: Madison Airport
AIP No. 3-46-0029-024-2023
Sump Pump

Aaron,

Pricing for sump pump requested is:

- Furnish Sump Pump - \$2,245/each
- Sump Pump Install - \$2,245/each

This does not include any electrical connections.

Please let me know if you need any further information.

Sincerely,

Amy Parlet, Project Manager/Estimator
Asphalt Surfacing Company

p: 605.338.4921
f: 605.332.1314

1205 West Russell Street
Sioux Falls, SD 57104

info@asco-usa.com
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Safety . Integrity . Teamwork . Quality



U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
Dakota-Minnesota Airports District Office
Bismarck Office
2301 University Drive, Building 23B
Bismarck, ND 58504

Federal Aviation Administration
Dakota-Minnesota Airports District Office
Minneapolis Office
6020 28th Avenue South, Suite 102
Minneapolis, MN 55450

October 10, 2023

The Honorable Roy Lindsay
City of Madison
116 West Center Street
Madison, SD 57402

Re.: Madison Municipal Airport
BIL Grant No. 3-46-0029-025-2023
Reconstruct Parking Lot and Access Road
Asphalt Surfacing Co. Change Order No. 1

Dear Mayor Lindsay:

I have reviewed the subject Change Order and associated costs and determined that the additional contract items are eligible for AIP participation.

The following contract items are approved in the total amount of \$6,460.00 and no increase in contract time:

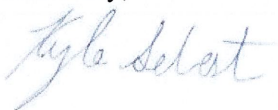
1. Additional 27" Manhole Casting and Additional Cleanout Casting Furnish and Install @ \$1,970 L.S.
2. Sump Pump Furnish and Install @ \$4,490.00 L.S.

The following limitations apply to this action:

- This determination is solely for the purpose of establishing eligibility of costs under the AIP program.
- The incorporation on non-participating work items must not directly or indirectly result in any additional cost to the AIP-eligible portion of the project. Please maintain a separate and accurate cost accounting of the non-participating work that will permit a third party auditor to quickly verify proper allocation of costs.
- Approval with the increase in contract time does not represent FAA concurrence with additional time for construction phase services.

Please forward a copy of the executed change order to me as soon as it is available. Your record drawings should indicate details addressed by this Change Order. If you have any questions, please contact me at kyle.e.sebesta@faa.gov.

Sincerely,

A handwritten signature in blue ink that reads "Kyle Sebesta". The signature is written in a cursive, flowing style.

Kyle Sebesta
Program Manager

CC: Aaron Storm, KLJ

Date of Issuance: 11/9/2022 Effective Date: 11/10/2022
Owner: City of Madison Owner's Contract No.:
Contractor: Winter Contracting, Inc. Contractor's Project No.:
Engineer: Banner Associates, Inc. Engineer's Project No.: 23885.00
Project: NW 9th St/Union Ave Reconstruction Contract Name:

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

Description:
Modify roadway section to include thickened subbase section on NW 9th St between Olive Ave and Chicago Ave
Modify Subbase Foundation Aggregate Bid Price for quantity over 125% of planned quantity.
Attachments: Quantity Breakout

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 3,475,000.00	Original Contract Times: Substantial Completion: <u>October 28, 2022</u> Ready for Final Payment: <u>November 18, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ 0	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ 3,475,000.00	Contract Times prior to this Change Order: Substantial Completion: <u>Same as above</u> Ready for Final Payment: <u>Same as above</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 64,500.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>None</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 3,539,500.00	Contract Times with all approved Change Orders: Substantial Completion: <u>October 28, 2022</u> Ready for Final Payment: <u>November 18, 2022</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>Winter Contracting, LLC</u>	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: Prime Professional	Title: Mayor	Title: <u>managing member</u>	Title: _____	Title: _____	Title: _____
Date: 11/10/2022	Date: _____	Date: <u>10/5/23</u>	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Change Order No. 2 Quantity Breakout

9TH STREET ALTERNATIVE ROADWAY SECTION BETWEEN OLIVE AND CHICAGO AVE

	DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL VALUE	INCREASED COST FROM ORIGINAL DESIGN
Original Planned Section						
	Geotextile Fabric	SY	3766	\$3.25	\$12,239.50	
	12" Base Course	Ton	2542	\$23.00	\$58,466.00	
TOTAL =					\$70,705.50	
Alternative Subbase Section						
	Geotextile Fabric	SY	3766	\$3.25	\$12,239.50	
	8" Unclassified Excavation	CY	838	\$14.00	\$11,732.00	
	10" Subbase Foundation Aggregate	Ton	2118	\$29.50	\$62,481.00	
	10" Base Course	Ton	2118	\$23.00	\$48,714.00	
TOTAL =					\$135,166.50	
						\$64,461.00
Temporary Surfacing Section						
	Geotextile Fabric	SY	3766	\$3.25	\$12,239.50	
	8" Base Course	Ton	1696	\$23.00	\$39,008.00	
	8" Unclassified Excavation	CY	838	\$14.00	\$11,732.00	
TOTAL =					\$62,979.50	
						\$23,971.50

SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY COOPERATIVE AGREEMENT

This Agreement is hereby made and entered into by and between the South Dakota Department of Public Safety, Wildland Fire 3305 West South St, Rapid City, South Dakota 57702 (the "State"), and

City of Madison

116 West Center Street Madison, SD 57042

(complete department name and address), (the "Cooperator").

I. GENERAL PROVISIONS

- A. State and Cooperator hereby enter into this Agreement to cooperate in fire prevention and suppression efforts, pursuant to SDCL 41-20A and SDCL 1-24.
- B. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
- C. This Agreement will become effective on the date of the last signature and continue until December 31, 2028, unless otherwise terminated according to the terms of this Agreement.
- D. Cooperator agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require Cooperator to be responsible for or defend against claims or damages arising solely from errors or omissions of State, its officers, agents or employees.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- F. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof. Failure by the State to strictly enforce any provision, right or responsibility contained herein shall not operate as a waiver as to any provision, right or responsibility.
- G. While performing services under this Agreement, Cooperator is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- H. Cooperator agrees to report to State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Cooperator or State to liability. Cooperator shall report any such event to State immediately upon discovery.

Cooperator's obligation under this section shall only be to report the occurrence of any event to State and to make any other report provided for by their duties or applicable law. Cooperator's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to State under this section shall not excuse or satisfy any obligation of Cooperator to report any event to law enforcement or other entities under the requirements of any applicable law.

- I. This Agreement may not be assigned without the express prior written consent of State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- J. Cooperator shall comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- K. Cooperator may not use subcontractors to perform the services described herein without the express prior written consent of State. Cooperator will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify State, and provide proof of insurance coverage in a manner consistent with this Agreement. Cooperator will cause its subcontractors' agents and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements, and will adopt such review and inspection procedures as are necessary to assure such compliance.
- L. Cooperator agrees to obtain, and at all times during the term of this Agreement, maintain insurance coverage of the types and with the limits as follows:
 - 1. Commercial General Liability Insurance – Cooperator shall maintain occurrence based commercial general liability insurance with a limit of not less than one million (\$1,000,000.00) dollars for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement, or be no less than two times the occurrence limit.
 - 2. Automobile Insurance – Cooperator shall maintain automobile liability insurance or equivalent form for all vehicles owned or operated and reported as resources to State, with a limit of not less than one million (\$1,000,000.00) dollars per accident, and an occurrence limit of not less than twice that amount.
 - 3. Workers' Compensation Insurance – Cooperator shall comply with all state laws and regulations pertaining to workers' compensation insurance for personnel.
 - a. If Cooperator is the type of entity listed in SDCL 62-1-5.2, Cooperator will be covered by State's workers' compensation policy while engaged in fire suppression efforts under this Agreement within the State of South Dakota. No workers' compensation benefits may be provided by State if a workers' compensation claim arises while Cooperator is dispatched to a wildland fire outside the State of South Dakota, unless the fire is a threat to resources within the state of South Dakota.
 - b. Cooperators that make their department resources available for out-of-state

assignment through this Agreement must provide proof of workers' compensation coverage that provides coverage to their personnel outside of the State of South Dakota.

Before beginning work under this Agreement, the Cooperator shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Cooperator shall furnish copies of insurance policies if requested by the State. Cooperator will not use or operate any vehicles while providing services under this Agreement unless the vehicle is covered by the Cooperator's automobile insurance policy.

- M. Any notice or other communication required under this Agreement shall be in writing. Notice shall be sent by and to South Dakota Department of Public Safety, Wildland Fire, 3305 West South St, Rapid City, SD 57702-8160, (605) 393-8011, on behalf of State and by and to:

Roy Lindsay, Mayor, City of Madison

on behalf of Cooperator, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class or electronic mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

- N. Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract the Cooperator certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this contract. The Cooperator further agrees to provide immediate written notice to the State if during the term of the contract is no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.
- O. COMPLIANCE WITH SDCL ch 5-18A:
Cooperator certifies and agrees that the following information is correct:
The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

P. CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

Cooperator (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Cooperator hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

Q. Both parties agree to provide services covered by this contract without regard to race, color, sex, religion, national origin, creed, marital status, age, or disability as prohibited by state or federal law.

R. The Cooperator certifies that neither Cooperator nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Cooperator further agrees that it will immediately notify the State if during the term of this Agreement Cooperator or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

S. The Cooperator agrees to abide by all applicable provisions of the following:

(a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352);

(b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686);

(c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.; PL 101-336);

(d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107);

(e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended;

(f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended;

(g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended;

- (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq); the Civil Rights Restoration Act of 1987;
- (j) the Drug-free Workplace Act of 1988 (41 U.S.C. 702);
- (k) the Buy America Act (49 U.S.C. 5323 (j));
- (l) the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328);
- (m) Executive Order 11246 Equal Employment Opportunity;
- (n) Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708);
- (o) Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387);
- (p) Debarment and Suspension (Executive Orders 12549 and 12689);
- (q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- T. Cooperator agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. These records shall be subject at all reasonable times for inspection, review or audit by the State, other personnel duly authorized by the state, and federal officials so authorized by law.

II. JOINT POWERS PROVISIONS

- A. State and Cooperator mutually agree that:

1. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described herein will be financed and conducted under the provisions of this Agreement by State and Cooperator, respectively. Each party has responsibilities under the terms of this Agreement, and no joint board or joint administrator will be used. Purchase and maintenance of equipment used to fulfill this Agreement will be undertaken by the respective agencies. No real property will be purchased to use for this Agreement.
2. State will file a copy of this Agreement with the Attorney General and the Legislative Research Council not more than fourteen (14) days after execution, as required by SDCL 1-24-6.1.
3. Financing required by this Agreement will come from regular department budgets and the state fire suppression fund. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by State. Termination for any of these reasons is not a default by State nor does it give rise to a claim against State.
4. This Agreement may be terminated by either party upon sixty (60) days written notice without cause.

5. All parties must comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this Agreement.
6. Nothing in this Agreement shall prohibit the parties from entering into other agreements or contracts with any private agency, or any other local, township, county, city, state, or federal agency.

III. FIRE SUPPRESSION PROVISIONS

- A. State agrees to provide firefighting technical assistance to Cooperator.
- B. Cooperator agrees to provide wildland fire suppression assistance to State.
- C. Cooperator agrees to provide personnel holding minimum fire qualifications as described in the current *South Dakota Department of Public Safety Wildland Fire Mini- Mobilization Guide for Cooperators*.
- D. Cooperator agrees to designate a person within their organization as the point of contact (POC). The POC will serve as the contact person regarding cooperative efforts under this Agreement. Cooperator further agrees to notify State in the event the POC designation changes.
- E. State agrees to compensate Cooperator for personnel and equipment provided to State pursuant to this Agreement.
- F. State agrees to compensate Cooperator in accordance with the current *NWCG Standards for Interagency Incident Business Management* (PMS 902) and supplements. Personnel and equipment rates are in the current *South Dakota Department of Public Safety Wildland Fire Mini-Mobilization Guide for Cooperators*. State will apply the rates which are in effect at the time of dispatch.
- G. Cooperator agrees to furnish a cost statement to the State at the address below, within thirty (30) working days of expenditure:
Fire Business Staff
South Dakota Wildland Fire
3305 West South St
Rapid City, SD 57702-8160

Payment shall be made by State in the following manner: State will have fifteen (15) working days to review all bills submitted to assure they are proper and correct. Once the bill is accepted as correct, State will pay the cost statement within forty-five (45) days of receipt, in accordance with the Prompt Payment Act (SDCL 5-26).

- H. Cooperator authorizes State to audit wildland fire suppression records including, but not limited to, fire logs, expenditures, and fire training records.
- I. Cooperator agrees to promptly report any vehicle damage sustained on an incident to State

or appropriate jurisdictional agency.

- J. State acknowledges that structural protection work within South Dakota does not currently require a Cooperator to hold an Incident Qualifications Card (IQC). If ordered for structural protection, Cooperator agrees that personnel, who do not have an IQC with wildland fire qualifications on it, will be released from the incident when structural protection is no longer required by the incident.

The individual signing this Agreement on behalf of Cooperator directly and expressly warrants that they have been given and have received and accepted authority to sign and execute the Agreement on behalf of the Cooperator, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of Cooperator with respect to the matters contained herein and as stated herein.

IN WITNESS WHEREOF, the parties signify their agreement by signing below.

STATE

COOPERATOR

BY: _____

BY: _____

Robert Perry

Cabinet Secretary

SD Department of Public Safety

Print Name: _____

Title: _____

Date: _____

Date: _____



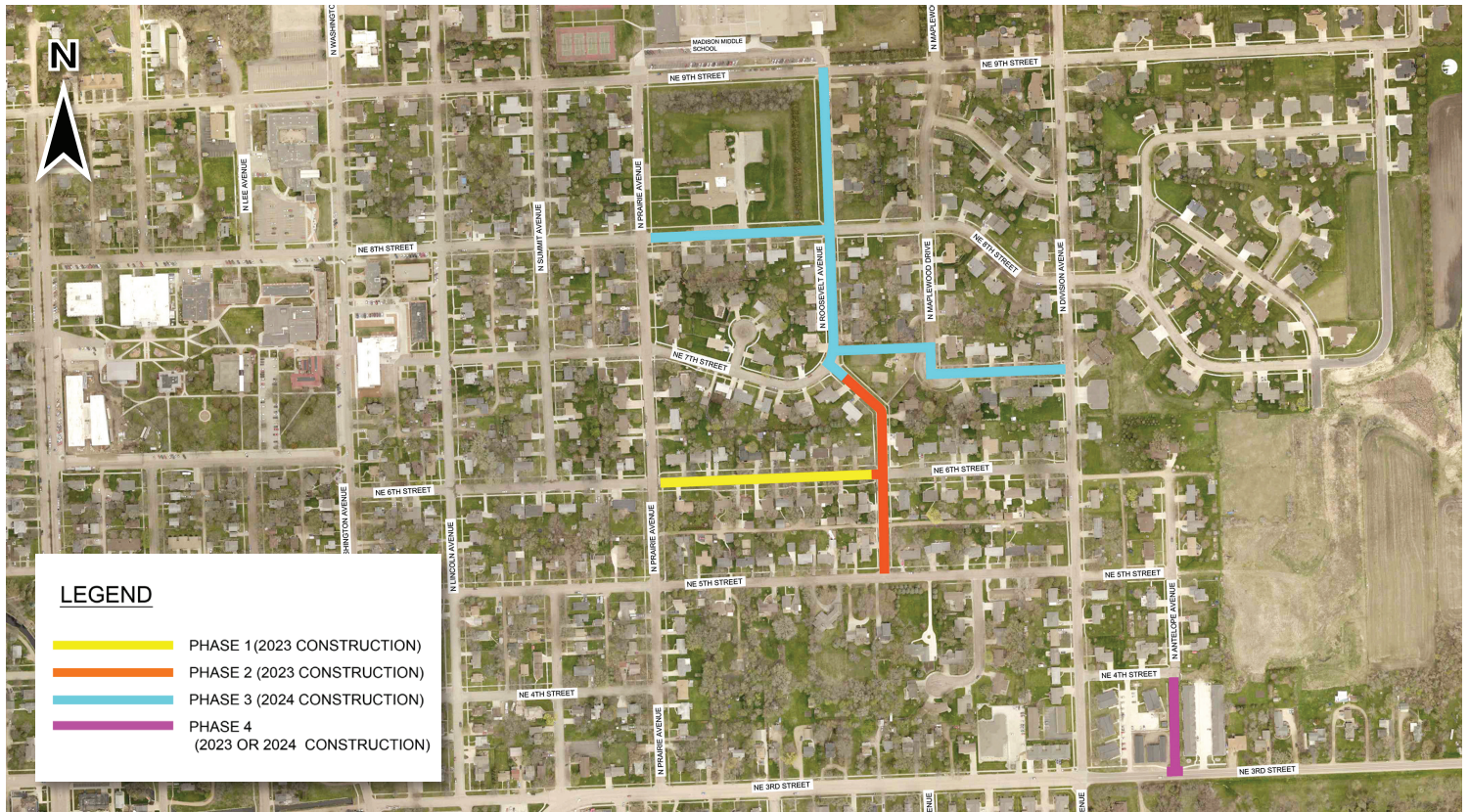
CITY OF MADISON

WATER SYSTEM IMPROVEMENTS | SEGMENT 3

PROJECT DESCRIPTION

This project includes water, sanitary sewer, and storm sewer utility replacement. Segments of the project consist of full width roadway reconstruction while other segments consist of partial roadway, curb and gutter and sidewalk replacement. This is a multi-block project with improvements located in the northeast portion of Madison.

PROJECT UPDATE | October 16, 2023



PROJECT INFORMATION

CONSULTANT:

Banner Associates, Inc.
3900 N Northview Ave, Sioux Falls, SD 57108
855-323-6342 (toll free)
CONTACT: Alex Welbig

CONTRACTOR:

Prunty Construction Co. Inc.
3307 Prince Dr, Brookings, SD 57006
(605) 251-8192
CONTACT: Nick Ritter

OWNER:

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

PROJECT UPDATE AND SCHEDULE

- PHASE 1 and PHASE 2 Asphalt completed on 10/10 and opened to traffic on 10/11.
- Concrete work for sidewalks and approaches in progress and expected to be completed by 10/20.
- Boulevard restoration and seeding to be completed between 10/20 and 11/15.
- PHASE 4 utility work completed with 3rd St opened to traffic.
- PHASE 3 work to commence next spring.



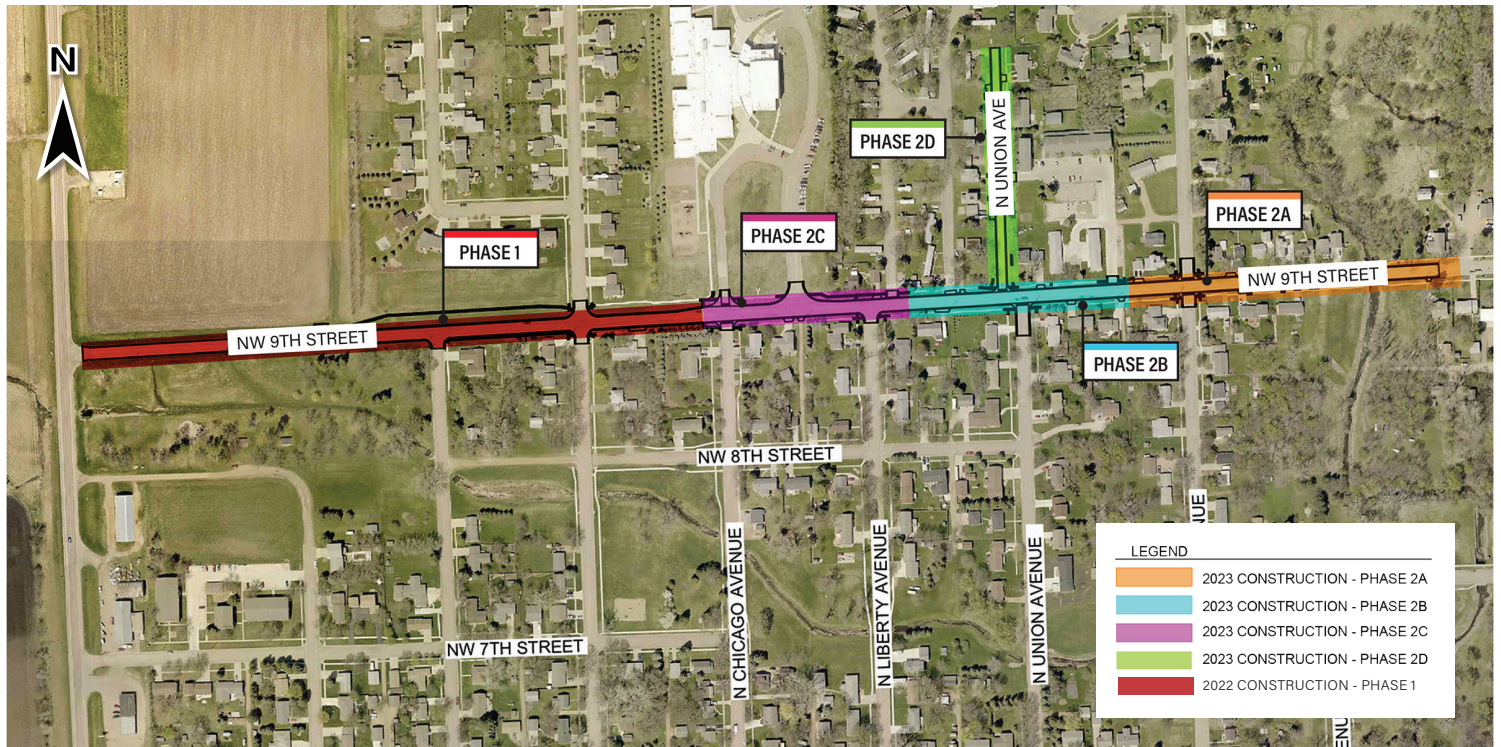
CITY OF MADISON

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 | October 16, 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 of Engineering

PROJECT UPDATE | REMAINING WORK

PHASE 1 NW 9th St from N Highland Ave to N Chicago Ave

- Boulevard Restoration and Seeding

PHASE 2 NW 9th St from N Chicago to N Josephine Ave

- Curb and Gutter
- Asphalt Paving, Sidewalk, Driveway Approaches
- Boulevard Restoration and Seeding

SCHEDULE

- Concrete contractor completing curb and gutter work and expected to be complete west of Josephine Ave by 11/19
- Concrete work to continue east of Josephine Ave and be completed by 11/25
- Finish grade of gravel to take place over next 2 weeks
- Asphalt paving expected to be the week of 11/23



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 | OCTOBER 16, 2023

PROJECT PHASING

PHASE 1A: 23 blocks

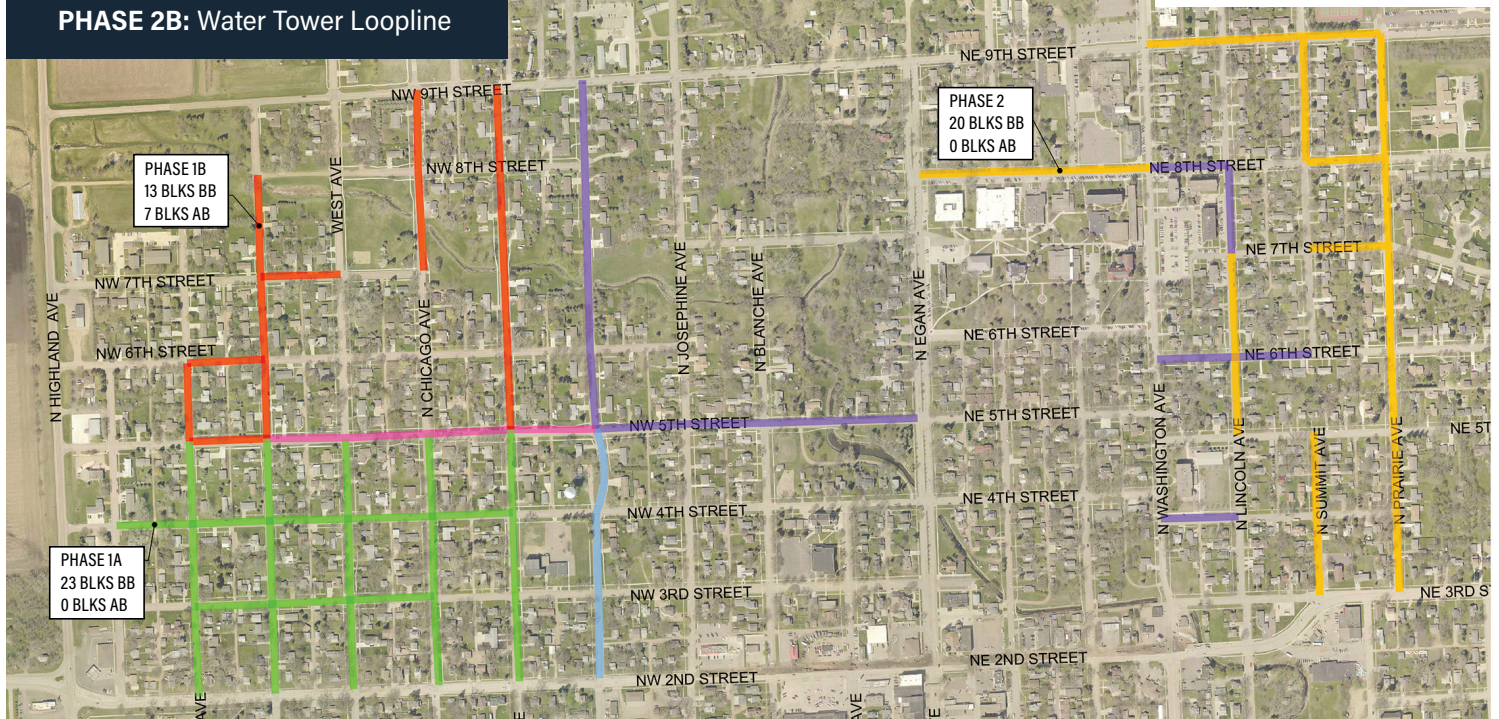
PHASE 1B: 20 blocks

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: 95%

PROJECT UPDATE AND SCHEDULE

- **PHASE 1A:** Contractor to complete punch list items and final close-out documents
- **PHASE 1B:** Contractor to complete punch list items and final close-out documents.
- **PHASE 2A:** Punch List has been completed and final close out documents are in progress.
- **PHASE 2B:** Project is Completed
- **WATER TOWER:** Completing interior of pedestal and working toward start-up and final completion by end of the year.

