



**BOARD OF COMMISSIONERS AGENDA
MONDAY, JULY 15, 2024
5:30 PM - COMMISSION ROOM – 116 W CENTER ST**

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/85134022683> | Meeting ID: 851 3402 2683
You can also dial in using your phone.
+1 312-626-6799

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

CONSENT CALENDAR

- 1) Minutes – July 1, 2024
- 2) Bills for Approval – July 17, 2024
- 3) Bills for Ratification – July 10, 2024
- 4) Payroll Bills for Ratification – July 5, 2024
- 5) Declare Surplus Property and Appoint Appraisers - Scrap metal
- 6) Set Bid Date - Water System Improvements - Segment 4 - August 13, 2024 2:00 pm
- 7) Authorize Mayor to sign Joint Powers Agreement for Police Assistance with Lake County

UNFINISHED BUSINESS

- 8) Approve purchase of ArchiveSocial for social media archiving

NEW BUSINESS

- 9) Hearing and Action - Appeal of Notice to Abate Nuisance - 1039 W. Center Street
- 10) Approve Resolution No. 2024-21 Approval of Egan Avenue Drinking Water Improvements, Bonding, and SRF Financing
- 11) Approve Resolution No. 2024-22 Approval of Egan Avenue Clean Water Improvements, Bonding, and SRF Financing
- 12) Authorize Mayor to Sign Change Order No. 4 - Trojan Village Street Construction and Extension of Washington Avenue and Division Avenue - Lidel Construction
- 13) Authorize Mayor to Sign Change Order No. 2 - Public Works Building Renovation - Hegg Construction, LLC
- 14) Authorize Mayor to Sign Change Order No. 3 - Public Works Building Renovation - Hegg Construction, LLC
- 15) July Finance Updates

PUBLIC COMMENT

ANNOUNCEMENTS

- 16) Next Regular Commission Meeting – Monday, August 5th, 2024

EXECUTIVE SESSION

17) Pursuant to SDCL 1-25-2(4)

ADJOURN

Anyone wishing to speak to an item on the agenda must be acknowledged by the chair and come to the podium to address the Mayor and City Commission. Addressing other audience members will not be permitted.

Supplementary agenda information may be accessed at www.cityofmadisonsd.com

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

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

July 1, 2024
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 1st day of July with the following members present upon roll call: Commissioners Kelly Dybdahl, Sarah Cronin, Jerae Wire, and Mayor Lindsay. Commissioner Adam Shaw arrived at 5:32pm.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Cronin to adopt the July 1, 2024 agenda. Motion carried unanimously.

Motion by Commissioner Wire, seconded by Commissioner Dybdahl to approve the following items on the consent calendar: Minutes – June 17, 2024; Bills for Approval – July 3, 2024; Bills for Ratification – June 26, 2024; Payroll Bills for Ratification – June 21, 2024; Personnel.

Bills for Approval – July 3, 2024

ACE HARDWARE Tower Light \$433.55; AMERICAN BUTTON MACHINES 3-in-1 Professional System \$1,527.95; AMERT CONSTRUCTION CO Parks Restroom Project \$26,100.00; ANDERSON/JUSTIN Meal Reimbursement \$12.90; ASPHALT SURFACING COMPANY Water System Improvements Segment 2 \$216,562.23; AT & T MOBILITY Police Phones & Tablets \$371.04; BANNER ASSOCIATES INC Projects \$204,491.53; BARGER ELECTRIC LLC MAC Boiler Repairs \$79.00; BEAVER CREEK ARCHAEOLOGY Architectural History - Memorial Creek Walls \$15,500.00; BIG SIOUX COMMUNITY WATER SYS Purchased Water - May \$13,739.19; BLUEPEAK Phone & Internet \$3,798.25; BORDER STATES ELECTRIC SUPPLY Wire - 2024 Electric Conversion \$112,959.18; BUILDERS FIRSTSOURCE Materials \$74.11; DAKOTA STATE UNIVERSITY FOUNDATION Athletics Facilities Use Agreement \$100,000.00; DAKOTALAND AUTOGLASS Windshield \$415.87; DGR ENGINEERING Rate Study \$3,252.00; ELECTRIC CONSTRUCTION COMPANY MMU Generator \$71,343.90; F & M COOP OIL CO Forklift Propane \$24.90; FLAGSHOOTER INC Paint \$1,356.84; GOLDEN VALLEY HARDSCAPES LLC Playground Mulch \$3,625.00; GRAHAM TIRE COMPANY Tires \$690.48; GREAT AMERICA FINANCIAL SVCS HR Copier Lease \$276.73; HYDRO KLEAN LLC Phase 1B & 2A Sanitary Sewer CIPP Lining \$350,005.80; JENCKS & JENCKS PC July Services/Contract \$5,500.00; JOURNEY GROUP COMPANIES City Admin Bldg \$1,090,774.24; KLJ ENGINEERING LLC Egan Ave Reconstruction \$92,770.34; LAKE VETERINARY CLINIC Nexgard/Skunk-Off \$147.22; LEWIS DRUGS INC Plants \$175.41; M & T FIRE AND SAFETY, INC Hose & Couplings \$301.50; MARCO TECHNOLOGIES Copier Lease \$285.47; MID STATES AUDIO INC 50% Down Pymt - AV for City Hall \$87,787.78; MIDWEST PETROLEUM EQUIPMENT LLC Work Order - Smart Link Device for Fuel Master \$654.50; MP NEXLEVEL LLC OF MN 2024 Elec Conv. \$401,938.02; NORTHWESTERN ENERGY Utilities \$51.54; O REILLY AUTOMOTIVE INC Fuel Pump \$120.86; OFFICE PEEPS INC Copier Contract \$218.32; OMNI PRO SOFTWARE INC Load Management License/ Tech Support \$3,080.00; ONE STOP Fuel \$39.50; PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rentals \$306.00; PRUNTY CONSTRUCTION CO INC Water System Improvement Segment 3 \$392,854.11; REVERTS CONCRETE Move Garage Off Site - NE 4th St \$2,040.82; RUNNINGS SUPPLY INC Hose, Nozzle \$338.55; RURAL ELECTRIC SUPPLY COOP 15KVA 120/240 7970/13800 Pad Transformer \$4,578.00; SITEONE LANDSCAPE SUPPLY LLC Sprinkler Parts \$1,201.05; STUART IRBY TOOL CO 80E S&C Fuses \$3,915.00; STURDEVANTS MADISON INC Oil Filters \$172.10; SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER Asphalt \$2,442.00; TIMMER SUPPLY CO Wrench \$80.78; TRAFFIC PARTS INC Flasher Parts \$130.00; USA BLUE BOOK Chemicals \$795.26; WESCO DISTRIBUTION INC 4/0 Primary Wire \$76,765.05; WINTER CONTRACTING LLC NW 9th St/Union Ave Reconstruction \$75,780.62.

Bills for Ratification – June 26, 2024

ACE HARDWARE Hardware \$16.32; AMAZON CAPITAL SERVICES INC Portable Cooker/Blender/Misc \$389.22; APPEARA Mat Rentals \$330.64; AT & T MOBILITY Library Data \$223.58; AUSTREIM LANDSCAPING INC Retaining Wall - NW 3rd St & N Catherine Ave \$7,850.00; AVERA MEDICAL GROUP Drug Testing/Collection Fees \$460.00; BAKER & TAYLOR Books \$227.71; BAKER/PHILIP JR Kids Library Show \$450.00; BARKING DOG INTERPRETIVE DESIGN Storywalk \$4,955.61; BARTELS CLEANING SERVICE Professional Services \$500.00; BELLXCEL Total

Program - Software \$4,185.00; BERRY FAST BICYCLES LLC Bikes/Gift Cards - Bike Safety Day \$1,000.00; BLAINE A ELIASON DBA SECOND STREET DINER The Gathering Meal \$2,025.00; BLUEPEAK Fire Dept Internet \$52.95; BORDER STATES ELECTRIC SUPPLY Termination Lugs \$1,534.93; BORNES GROUP INC Printing & Postage \$1,020.12; BOUND TO STAY BOUND INC Books \$84.72; BROSZ ENGINEERING INC Asphalt Surface Treatment \$500.00; CARQUEST OF MADISON Glass Cleaner \$6.99; CITY OF SIOUX FALLS Pool/Spa Bacteria Testing - May 2024 \$286.00; CLASSIC CONVENIENCE INC Appetizers - Fire Dept \$143.32; COLUMN SOFTWARE PBC Publications \$640.45; CORE & MAIN GP LLC PVC Pipe \$186.31; DAKOTA STATE UNIVERSITY Hot Water Heaters/Work Orders - Community Center \$49,105.98; DEMCO INC Book Jackets \$166.48; DENNE/OAKLEY Meal Reimbursement \$7.45; DGR ENGINEERING Green Substation Improvements \$32,411.34; F & M COOP OIL CO Fuel \$10.20; FASTENAL CO Parts \$105.17; GALE CENGAGE LEARNING Books \$340.48; HAWKINS INC Chemicals \$1,645.24; HEIMAN INC Uniforms \$3,009.81; HOME SERVICE WATER CONDITIONING LLC Salt \$33.75; INFOTECH SOLUTIONS LLC Computer & Software Subscription Fees \$6,072.44; INGRAM CO Books \$657.04; JACK'S MAGIC PRODUCTS MAC Chemicals \$79.80; JB SURFACES INC Pickleball Surface \$24,486.75; KIBBLE EQUIPMENT LLC OR JOHN DEERE FINANCIAL Packing \$10.73; MADISON GROCERY STORE INC Summer Program Groceries \$113.43; MCLEOD PRINTING & OFF SUPP Warning Tickets \$182.54; MICROMARKETING LLC Books \$379.47; MIDCONTINENT COMMUNICATIONS Business Internet \$183.92; NORTHWESTERN ENERGY Utilities \$832.18; O REILLY AUTOMOTIVE INC Fuel Pump \$121.26; OFFICE OF FIRE MARSHAL Boiler Inspection - MAC \$80.00; OFFICE PEEPS INC Minutes Books/Paper \$3,260.33; PERSONA 1% Sales Tax Rebate \$9,277.75; PETE LIEN & SONS INC Chemicals \$6,364.60; PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC Equipment Lease \$237.09; PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rental \$153.00; PROCHEM DYNAMICS LLC Janitorial Supplies \$433.19; RUNNINGS SUPPLY INC Brush/Degreaser/Acid \$281.12; SANITATION PRODUCTS INC Sweeper Brushes \$675.00; SD MUNICIPAL LEAGUE Elected Officials Attendee - Sarah Cronin \$50.00; SDML WORKERS COMPENSATION FUND 2023 Audited Billing \$13,235.00; SDN COMMUNICATIONS Library Internet \$516.79; SODEXO INC & AFFILIATES Pool Concessions \$4,021.32; STURDEVANTS MADISON INC Battery \$277.80; SUNSET LAW ENFORCEMENT Ammunition \$1,340.00; SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER Asphalt \$1,122.00; TALK THE TEE T-Shirts \$255.00; THE LIBRARY CORP Library Software \$12,319.00; TIMMER SUPPLY CO Parts \$27.15; UTILISMART CORPORATION Utility Data/Device Manager and SmartMAP \$1,881.83; VAN DIEST SUPPLY CO Altosid Briquets \$6,917.50; WESCO DISTRIBUTION INC Elbow - Surge Arrestor (15KV) \$6,905.00; WHEALY/MARK Spin Classes \$70.00.

Payroll Bills for Ratification – June 21, 2024

Health Pool of South Dakota \$47,863.19; IRS-EFTPS \$55,553.92; Office-Child Support Enforce \$835.38; SD Retirement System \$26,038.98; SD Retirement System \$8,293.12.

Personnel

Wolff, Lily \$11.24, Recreation Assistant; Hively, Wiatt \$46.94, Journeyman Lineman w/o Electrician License; Meyer, Henry \$14.27, CC/MAC WSI Lifeguard; Meyer, Henry \$14.81, Water Safety Instructor; Anderson, Rylee \$14.27, CC/MAC WSI Lifeguard; Anderson, Rylee \$14.81, Water Safety Instructor; Engebretson, Molly \$14.27, CC/MAC WSI Lifeguard; Engebretson, Molly \$14.81, Water Safety Instructor; Lunde, Houston \$12.10, After School Program; Bryant, Kennedy \$15.09, MAC Lead Lifeguard.

There was no Motion to Approve Second Reading of Ordinance No. 1670 – Regulating ATVs and Dirt Bikes. Therefore, Mayor Lindsay declared the proposed ordinance dead. City Administrator Berreth explained two small changes made between the first and second readings: Golf Carts and Snowmobiles were removed from the definition of ATV as different ordinances regulate them, and licensed vehicles can be driven on the streets. The setbacks seem to be the biggest area of concern to citizens. Commissioners expressed they did not favor the ordinance as it directs people on how to use their own property.

Motion by Commissioner Shaw, seconded by Commissioner Wire to Approve Resolution 2024-18 – Annexation of Lots 1 and 2 of Schultz's Second Addition. Motion carried unanimously. This is a voluntary annexation around the Park-It Market to accommodate the plans for a Kwik Trip. It is a standard annexation resolution stating the various city services that would support the newly annexed property. The county recently platted the property, and after annexation, it will be rezoned to the appropriate designation.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to Approve Resolution 2024-19 – Authorizing Burning of Trees within Trojan Village Development. Motion carried unanimously. The developers at Trojan Village reached out asking if the fire department could assist with burning trees that were removed as part of their project. Fire Chief Minnaert is comfortable with this as the pile is essentially out in a muddy field rather than in the middle of town.

Motion by Commissioner Shaw, seconded by Commissioner Wire to Approve Resolution 2024-20 – Purple Heart City Designation. Motion carried unanimously. The American Legion approached Mayor Lindsay about declaring Madison a Purple Heart City to recognize members of the armed forces who have been wounded or killed in service of their county. Signs will be provided to the main entrances of Madison advertising this designation.

Motion by Commissioner Cronin, seconded by Commissioner Wire to Award Water Storage Tank Long-Term Maintenance and Rehabilitation Project to Utility Service Group. Motion carried unanimously. These maintenance plans are becoming more common in South Dakota and allow us to ensure that our water towers get annual inspections, maintenance, and repair as needed.

Motion by Commissioner Wire, seconded by Commissioner Dybdahl to Authorize Mayor to Sign South Dakota Transportation Alternatives Letter of Intent – Egan Avenue Project. Motion carried unanimously. This is funding for the shared-use path in the Egan Avenue Reconstruction Project.

Motion by Commissioner Shaw, seconded by Commissioner Cronin to Table the Approval of the Purchase of Archive-Social for Social Media Archiving. Motion carried unanimously. Berreth explained that this module would allow us to archive all social media content (including our website) and use it for public records requests when needed.

Motion by Commission Wire, seconded by Commissioner Dybdahl to Authorize Finance Officer to Sign SRF Payment Related Documents. Motion carried unanimously. In the event the Mayor is out of office, the Finance Officer will be allowed to sign the documents to keep the payment process running as smoothly as possible.

City Administrator Berreth provided monthly Project Updates.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, July 15, 2024 at 5:30pm
- Visit the City Website for Employment Opportunities

Motion by Commissioner Cronin, seconded by Commissioner Shaw to move to Executive Session at 6:25pm. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Wire to declare commission out of Executive Session at 7:42pm. Motion carried unanimously.

Motion by Commissioner Cronin, seconded by Commissioner Dybdahl to Adjourn at 7:43pm. Motion carried unanimously.

/s/Amy Sad
Finance Officer

Published once at the approximate cost of \$___.

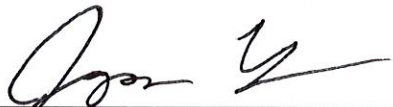


TO: Mayor/Commission
FROM: Nathan Zimmerman
DATE: 7/15/2024
RE: Declare Surplus Property


\$ 1500
(Includes any applicable sales tax)

Scrap Wire / Scrap Miscellaneous

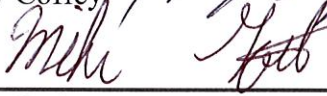
We, the undersigned, duly appointed by the Board of Commissioners of the City of Madison, South Dakota, hereby establish the above appraisal values for each of the surplus items.



Jayson Limmer



Andy Coffey



Mike Goth

ADVERTISEMENT FOR BIDS
City of Madison, South Dakota
Water System Improvements – Segment 4

General Notice

The City of Madison (Owner) is requesting Sealed Bids for the construction of the following Project:

Water System Improvements – Segment 4
BAI No. 23983.04.00

Sealed Bids for the construction of the Project will be received at the **Office of the Finance Officer** located at **116 W Center Street, Madison, SD 57042** until **Tuesday, August 13th, 2024** at **2:00 PM** local time. At that time the Sealed Bids received will be **publicly** opened and read. Submittal of the Bid shall be in accordance with Article 14 of the Instruction to Bidders.

The Project includes the following Work:

- Furnish and Install approximately 539 LF of 12" water pipe, 2494 LF of 8" water pipe and 86 LF of 6" water pipe and associated service lines;
- Furnish and Install approximately 110 LF of Directional Drill 12" Watermain;
- Furnish and Install approximately 130 LF of Directional Drill 8" Watermain;
- Furnish and Install approximately 360 LF of 8" and 12" Restrained Joint Watermain in Steel Casing;
- Furnish and Install water tracer wire systems;
- Approximately 90 SY of asphalt concrete removal;
- Furnish and Install approximately 180 Tons of base course;
- Furnish and Install approximately 90 SY of 4" asphalt concrete;
- Furnish and Install approximately 19 LF of concrete curb & gutter;
- Surface restoration and all other miscellaneous work required not herein mentioned, but inferred from the construction Contract Documents.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is

Banner Associates, Inc.
409 22nd Avenue South
Brookings, SD 57006
(605) 692-6342

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office. Upon a non-refundable payment of \$70.00, including applicable taxes and fees, a paper copy of Bidding Documents may be obtained. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Bidding Documents can be downloaded from www.bannerassociates.com and/or www.questcdn.com (reference Quest number 9216364). Register with QuestCDN.com and submit the \$22.00 fee to download the Bidding Documents. Downloading is recommended as plan holders receive automatic notice of addenda and bid updates. Interested parties may view the Bidding Documents at no cost after registration and prior to deciding to become a plan holder. Contact QuestCDN Customer Support at 952-233-1632 or Support@questcdn.com for assistance in membership registration and downloading digital Bidding Documents.

Upon request, in accordance with South Dakota Codified Law 5-18B-1, one paper copy of Bidding Documents shall be furnished, without charge, to each prime contractor resident in South Dakota who intends, in good faith, to submit a bid to the Owner. Additionally, if a paper copy is provided under the conditions of SDCL 5-18B-1, in consideration of the documents being provided at no charge, unsuccessful bidders agree to return the documents to the Issuing Office within thirty (30) days after the bid opening.

All official notifications, addenda, and other Bidding Documents will be offered only through the designated websites.

The Bidder to whom the contract is awarded will be required to furnish a construction performance bond and a construction payment bond to the Owner in the amount of one hundred percent (100%) of the contract award for each bond, in conformance with the requirements of the Contract Documents. The construction performance bond and construction payment bond shall remain in full force until the completion of the Contract as specified in the General Conditions.

All bids must be accompanied by a Bid security. Bid security will take the form of a bid bond in an amount of ten percent (10%) of the Bidder's maximum Bid price or a cashier's or certified check made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price. The Bid security will be retained by the Owner if the successful bidder refuses or fails to enter into an Agreement within fifteen (15) days after Notice of Award or fails at time of executing the contract to furnish a construction performance bond and construction payment bond guaranteeing the faithful performance of the work.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. Bid security shall be furnished in accordance with Article 8 of the Instructions to Bidders. Performance and payment bonds shall be furnished in accordance with Article 19 of the Instructions to Bidders.

Any contract or contracts awarded under this Advertisement are expected to be funded in part by a loan from the South Dakota State Revolving Loan Fund. This procurement will be subject to regulations contained in Title 40 CFR 35.

Bidders on this work will be required to comply with Title 40 CFR 33 and Executive Order 12138 (WBE). The MBE goal for this project is 1% of the total dollar value of the job while the WBE goal is 4% of the total dollar value of the job.

Bidders on this work will be required to comply with the President's Executive Order Nos. 11246 (Equal Employment) as amended, 11518 (Small Business Concerns), and 11625 (MBE) as amended.

The goal for female utilization which shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000 shall be 6.9%. The goal for minority utilization which shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000 shall be 0.8%. The goals are applicable to the Contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal and federally assisted contract or subcontract.

Davis-Bacon and related acts provisions apply to this project. All provisions relative to those acts must be met.

The low responsive bidder will be required to certify compliance with the American Iron and Steel provisions of the Consolidated Appropriations of Act of 2014. This certification form may be found on page AIS-21 of the State Revolving Fund (SRF) General Conditions and must be included in the bid proposal.

Please be advised that waivers or exemption from the American Iron and Steel provision that cite International Trade Agreements DO NOT comply with the Consolidated Appropriations Act of 2014 as it applies to the SRF programs. Claims from suppliers that the American Iron and Steel provision does not apply to certain products based on the International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014 will not be accepted.

The low responsive bidder must assure compliance with the requirements of Public Law 115-232, Section 889, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractors must assure that telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunication equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) **WILL NOT** be supplied for the project.

This project may be partially funded using American Rescue Plan Act (ARPA) funds. As a condition of the ARPA funding guidelines, the Contractor shall meet the following minimum requirements:

Based on the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act (IIJA) and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, a preference will be provided to Contractors for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to non-iron and steel metals, lumber, cement, and other manufactured products.) The Contractor shall provide documentation of their efforts to meet the provisions of “Build America, Buy America” upon request.

A copy of the ARPA funding guidance that outlines the requirements associated with projects that utilize this funding can be found at the following link: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/>

Bids may not be withdrawn after the time fixed for opening them. The Owner reserves the right to reject any and all bids, and to waive any irregularities therein.

This Advertisement is issued by:

Owner: **City of Madison, South Dakota**

By: **Ryan Hegg**

Title: **Director of Engineering and Community Development**

Date: **Published twice at the approximate cost of \$_____**

**JOINT POWERS AGREEMENT
FOR POLICE ASSISTANCE**

WHEREAS the City of Madison, South Dakota, operates a full-time police department and Lake County, South Dakota operates a full-time sheriff's office within their respective jurisdictions;

WHEREAS from time-to-time it is in the best interests of the citizens of the City of Madison and Lake County, that the law enforcement officers of the separate jurisdictions be able to provide mutual aid and assistance to each other while continuing to exercise the authority of a law enforcement officer.

NOW THEREFORE BE IT RESOLVED AND AGREED that the City of Madison, by and through its City Council, and Lake County, by and through its Board of County Commissioners, jointly acting pursuant to the procedures set out in SDCL Ch. 1-24, do hereby jointly agree as follows:

MUTUAL AID

Any police officer of the City of Madison, or the Lake County Sheriff, or any of her Deputies (herein referred to as the "Requesting Entity"), or the police dispatcher providing dispatch services for either entity, when acting within the scope of employment, may summon the aid of one or more officers from the other entity (hereinafter referred to as the "Responding Entity") to assist in the carrying out of official duties. When so summoned, any officer from the Responding Entity becomes a duly authorized and empowered police officer of the Requesting Entity.

MUTUAL OATH

Each law enforcement officer in both Entities shall execute an additional notarized Oath of Office providing as follows:

I, (Name of Officer), do solemnly swear that I will support the Constitution and the Law of the State of South Dakota, the duly enacted Ordinances of (the City of Madison) (Lake County), and when properly summoned, pursuant to the City of Madison/ Lake County Joint Powers Agreement for Police Assistance, the duly enacted Ordinances of (Lake County) (the City of Madison), and that I will faithfully discharge the duties of my office.

Signature of Officer

LIABILITY

Each Entity shall be responsible for any liability incurred by its own officer or officers, acting within the scope of their employment, whether acting on behalf of the Requesting Entity or the Responding Entity.

CHAIN OF COMMAND

The senior officer of the Requesting Entity shall be the officer in charge at any crime scene or other disturbance to which the Responding Entity is called or dispatched.

COST ALLOCATION

The Responding Entity will bear responsibility for equipment loss, uniforms, wages, overtime, and other similar costs as though and in the same manner as if the officers dispatched under this Agreement were performing duties within the Responding Entity's jurisdictional area.

ADMINISTRATION

No separate administrative entity is established by this Agreement. In the event either party wishes to discuss any provision of the Agreement, it shall notify the Madison City Finance Officer or the Lake County Auditor and it shall be placed on the agenda for the next meeting. Either governing board may request a joint special meeting of the governing boards should it so desire. It is not intended that any additional property be acquired and held jointly between the parties.

TERM OF AGREEMENT

This Agreement shall be effective upon the date of approval and shall continue unless and until terminated by one (1) of the Entities, which shall give at least thirty (30) days written notice of said termination to the other Entity. This agreement is deemed renewed annually unless terminated as provided herein.

ENTIRE AGREEMENT

This Joint Powers Agreement constitutes the entire agreement between parties on this subject and shall be authorized and approved by the governing body of each Entity. This Agreement may be modified only in writing signed by both parties.

Dated this 6th day of JUNE, 2013.

THE CITY OF MADISON

ATTEST:

By: _____
City Finance Officer

By: _____
Mayor

By: _____
Chief of Police

LAKE COUNTY, SOUTH DAKOTA

ATTEST:

By: Paula Barwick
Lake County Auditor



By: [Signature]
Chairperson
Board of County Commissioners

By: [Signature]
Lake County Sheriff



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Order Form

Quote #:

Q-77691-1

Date:

6/4/2024 1:46 PM

Expires On:

6/30/2024

Client:

City of Madison, SD

Bill To:

MADISON, SOUTH DAKOTA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Trevor Baumann		trevor.baumann@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	ArchiveSocial Year 1 Annual Fee Discount	Year 1 Annual Fee Discount: June Promotion	USD -1,797.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	ArchiveSocial Provisioning Fee - Standard	ArchiveSocial Account Activation and Setup	USD 1,000.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	ArchiveSocial - Standard	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots	USD 7,188.00

List Price - Initial Term Total	USD 8,188.00
Total Investment - Initial Term	USD 6,391.00
Annual Recurring Services (Subject to Uplift)	USD 7,188.00

Initial Term	7/1/2024 - 6/30/2025, Renewal Term 7/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Acceptance Date

Annual Uplift	5% to be applied in year 2
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This Order Form sets forth the commercially binding terms of the Client's (as defined above) usage of the ArchiveSocial services (the "Services"). By accepting this Order Form, which may be evidenced by your return of this completed Order Form, written acceptance (e-mail is sufficient), or Client's access and use of the Services, you, on behalf of the Client, are representing that you are authorized to bind the Client listed herein to the pricing and term stated in this Order Form

Please note that if you plan to issue a purchase order, we request you include the following language on the front of the PO:

ArchiveSocial's maximum liability under this purchase order is limited to the total amount of fees received during the 12-month period preceding the event giving rise to the liability, except that such limitation of liability will not apply to ArchiveSocial's indemnification for intellectual property infringement or personal injury.

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

**CITY OF MADISON
NOTICE OF PUBLIC HEARING
APPEAL OF NOTICE TO ABATE**

Notice is hereby given that a public hearing will be held before the City Commission on Monday, July 15, 2024 at 5:30pm, or as soon thereafter as the matter may be heard, in City Hall, Madison, South Dakota, in the Commission Room, to consider in full or in part the following appeal of notice to abate a nuisance

Appeal by Marvin Parkinson, regarding the determination of existence of a nuisance at 1039 W. Center Street. The property is legally described as Lot 10 Ex. E10' Block 8, Henkins 2nd Addition to Madison, Lake County, South Dakota.

Any person wishing to present testimony may appear at said hearing or may file written comments with the Finance Officer at 116 W Center Street, Madison, South Dakota, prior to said hearing. **All written comments desired to be included in the agenda packet must be filed no later than end of business on Tuesday, June 25th, 2024.** Disabled individuals may contact the Finance Officer for information and/or special assistance. The request should be made 24 hours in advance of the hearing.

/s/Amy Sad
Finance Officer

Published once at the approximate cost of \$ ____.



Nuisance Appeal Form

File 2024-003

Date: June 15, 2024

Owner's Name: Marvin Parkinson

Owner's Address: 1039 West Center Street

Violation Location: 1039 West Center Street

Dear City Commissioners,

My property has been identified as being in violation of the Sections listed below of the Madison City Ordinances or the International Property Maintenance Code (IPMC) as adopted by the City.

IMPC 301 General

IMPC 301.2 Responsibility.

The owner of the premises shall maintain the structures and exterior property in compliance with these requirements in a clean, sanitary, and safe condition.

IMPC 302 Exterior Property Areas

IMPC 302.7 Accessory Structures.

Accessory structures, including detached garages, fences and walls shall be maintained structurally sound and in good repair.

IMPC 302.8 Motor Vehicles.

Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept, or stored on any premises, and all vehicles shall not at any time be in a state of major disassembly, disrepair or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including bodywork, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

IMPC 308 Rubbish and Garbage.

IPMC 308.1 Accumulation of Rubbish or Garbage.

Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

(Garbage is defined as the animal or vegetable waste resulting from the handling, preparation, cooking, and consumption of food. Rubbish is defined as Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.)

IMPC 308.2 Disposal of Rubbish.

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

IMPC 308.3 Disposal of Garbage.

Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

City Ordinance Chapter 24 Nuisances.

Section 24-20. Illustrative Enumeration.

- (1) Noxious weeds and other rank vegetation.
- (2) Accumulation of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber, or other such things.
- (3) Any condition which provides harborage for rats, mice, snakes, and other vermin.
- (4) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- (5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises.
- (6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- (7) The carcasses of animals or fowl not disposed of within a reasonable time after death.
- (8) The pollution of any public well or cistern, stream, lake, canal, or body of water by sewage, dead animals, creamery, industrial wastes, or other substances.
- (9) Any building, structure or other place or location where any activity which is in violation of local, state, or federal law is conducted, performed, or maintained.
- (10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- (11) Dense smoke, noxious fumes, gas, soot, or cinders, in unreasonable quantities.

Explanation of Appeal:

I don't take me longer to get things done now because I'm disabled and need surgery. But I'm always here working on something. The best I can. My answers are on next page.

IMPC 301

I feel that the structures on my property meet these requirements.

IMPC 302

I feel I'm in compliance with this because I maintain my structures as things are needed.

IMPC 302.8

All vehicles I hold title for are licensed all are operable. When they need repairs I do it myself here on my property. I don't feel I should have to pay for a shop to do work on them that I have the knowledge and tools to do the work myself. I just don't have a building they will fit into.

IMPC 308.

I've been working on my place since mid March and I've hauled things to the dump and scrap yard as I have always done once a year. I also put things out on city wide clean up. I'm still working on my property so it is disorganized at this time because things need to be moved around and there is a pile of trash at this time in my driveway and will be until I'm finished and take it to the land fill.

(Signature)

cc:

Marcia Parkerson

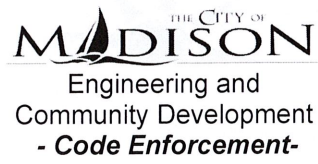
Over

Nuisances 1-11

1. I spray the weeds every year
2. I don't have anything on my property that does not have a place to be or a use and nothing here has been abandoned.
3. I have no rats mice snakes or other vermin.
4. I have no dilapidated structures.
5. I make less noise than the road next to me. (Highland)
6. I have nothing here that causes bad odors!
7. I have no carcasses I've not hunted or fished for at least 5 years.
8. I have not and do not pollute any waterways.
9. To the best of my knowledge I'm not in violation of any of these things.
10. any water accumulated on my property is disposed of in legal fashion.
11. I have none of these things or create any of them.

To the best of my knowledge I have help all that live on my block and some across the street. In one way or another and I don't think they have complained. If they have they know they can just talk to me to remedy most anything.

Hand Delivered
5/3/24



File # 24-003
Date: May 3, 2024

Owner's Name: Marvin Parkinson
Owner's Address: 1039 W Center Street
Madison, SD 57042

Violation Location: (If different from above)
Legal Description: LOT 10 EX E 10' BLK 8 HANKINS 2ND ADD #998M

Please be advised that the property described above, under your ownership and/or control, has been identified as being in violation of one or more of the Sections listed below of the Madison City Ordinances or the International Property Maintenance Code (IPMC) as adopted by the City. You have received a Courtesy Letter and have not brought your property to the required standards. A visual and photographic inspection has been recently completed and this is a **Notice to Abate** the nuisance.

IMPC 301 General

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The owner of the premises shall maintain the structures and exterior property in compliance with these requirements in a clean, sanitary, and safe condition.

IMPC 302 Exterior Property Areas

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City Ordinance Chapter 24 Nuisances.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting, or restrictive:

- (1) Noxious weeds and other rank vegetation.
- (2) Accumulation of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- (3) Any condition which provides harborage for rats, mice, snakes and other vermin.
- (4) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- (5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises.
- (6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- (7) The carcasses of animals or fowl not disposed of within a reasonable time after death.
- (8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery, industrial wastes or other substances.
- (9) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- (10) Any accumulation of stagnant water permitted or maintained on any lot of piece of ground.
- (11) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.

Sec. 24-23. Abatement by City.

Upon the failure of the person upon whom notice to abate a nuisance as required in the notice was served pursuant to the provisions of this article to abate the same, a designated officer of the City shall proceed to abate such nuisance and shall prepare a statement of costs incurred in the abatement thereof. The City may contract with others for such a purpose. Any person abating a nuisance pursuant to this section is hereby authorized to enter premises for that purpose.

Sec. 24-24. Recovery of expenses and Special Assessment.

The City may recover the expenses incurred in abating any nuisance under the provisions of this article, including costs and attorney's fees, from the person creating, permitting or maintaining the nuisance through municipal or state law abatement procedures or by use of other collection procedures, including a civil action instated for such purposes.

If the city abates a nuisance pursuant to the provisions of this article, and the costs incurred by the City or its contractor are not paid within 30 days after the receipt of a statement thereof from the City, such costs may be levied against the property benefited or upon which the nuisance existed as a special assessment. The levying of such special assessments shall not affect the liability of the person to whom the order is directed for punishment or violations of this Code.

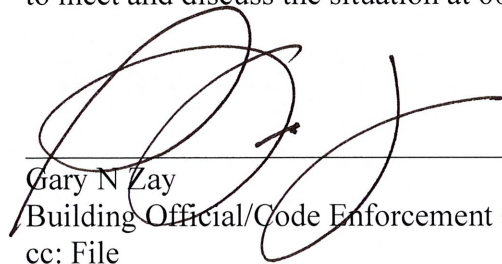
Sec. 24-27. Right of appeal determination of nuisance.

The owner or any other person affected by a determination of nuisance or condemnation shall have a right of appeal to the Board of Commissioners and review of the determination of nuisance or condemnation. Such appeal shall be in writing, shall state the objections of the person filing the appeal, shall be filed with the city clerk within the ten days after the date of either posting, publishing, serving or mailing of the notice of nuisance or condemnation, and shall be presented to the Board of Commissioners at its next regular meeting. The board of health shall determine by resolution whether the city official proceeded correctly, or whether any modification is necessary, and its decision shall be final and conclusive.

Sec. 24-31. Alternate procedure.

In addition to any method of abatement of nuisances within the city provided by the provisions of this article, any nuisance found within the city may be abated in a manner provided by state law.

Please feel free to contact me if you have any questions, concerns, or would like to set up a time to meet and discuss the situation at 605-256-7513 or my cellphone at 605-480-1363.



Gary N. Lay
Building Official/Code Enforcement Officer
cc: File



2622



2022



2072

RESOLUTION NO. 2024-21

RESOLUTION GIVING APPROVAL TO CERTAIN DRINKING WATER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of system of waterworks for the purpose of providing water and water supply for municipal, industrial, and domestic purposes; and,

WHEREAS, a municipality is authorized to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned and is authorized to pledge the net income or revenues from the system in accordance with Section 15 of the Act; and,

WHEREAS, the City of Madison (the “City”) currently operates a system of waterworks for the purpose of providing water and water supply for municipal, industrial, and domestic purposes and has determined that improvements to the waterworks are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its waterworks system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its waterworks system (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Drinking Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt rates and charges to be pledged, segregated and used for the payment of the Revenue Bond.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“**Act**” means South Dakota Codified Laws Chapter 9-40.

“**Loan**” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“**Project**” means City of Madison Egan Avenue Water Main Replacement (2nd Street NE to 9th Street NE).

“**Revenue Bond**” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“**System**” means the City’s system of waterworks used for the purpose of providing water and water supply for domestic, municipal, and industrial purposes.

SECTION 2. Declaration of Necessity and Findings.

2.1. Declaration of Necessity. The City hereby determines and declares it is necessary to construct and finance improvements to its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants, and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-3A, and the federal Safe Drinking Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, that only the net income from the system as improved, financed by the Revenue Bond, be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$2,645,916 of the costs of the Project through the issuance of bonds payable from net revenues of the System and other funds secured by the City. The City hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the “Loan Agreement”), the form of which is on file with the City Finance Officer (the “Finance Officer”) and open to public inspection, between the City as Borrower and the District, are hereby in all respects authorized, approved and

confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$2,645,916 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the “Revenue Bond”) shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal of, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City hereby irrevocably pledges to the South Dakota Conservancy District all income and revenues of the System, including, without limitation, fees, charges to users of the System, penalties and hook-up fees, sign-up fees, proceeds of business interruption insurance, proceeds from the sale of property constituting part of the System and investment income on all such revenues, but only to the extent that the revenues exceed the amounts necessary to operate and maintain the System, provided there shall be excluded from this pledge the proceeds of any federal or state grant or loan, and the investment income therefrom, to the extent such exclusion is a condition of such grant or loan. The City covenants and agrees to charge rates for all services from the System or establish charges or rates which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the System, and depreciation, and the Rate Ordinance shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of

operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Rates, Certification, Segregation and Review.

4.1. Rates and collection There shall be charged rates for each fiscal year which shall ensure that its Net Revenues Available for Debt Service will equal at least 110% of its System Debt Service for such fiscal year.

4.2. Certification. In each fiscal year, or as soon as practicable, and in any event by the date of the delivery of the unaudited financial statements required in the Loan Agreement, the City shall (a) calculate its Net Revenues Available for Debt Service and System Debt Service for the fiscal year, and (b) certify such figures to the South Dakota Conservancy District. The certification described in clause (b) of the preceding sentence shall be substantially in the form of the certificate attached as Appendix E to the Loan Agreement. If the City fails to meet the Rate Covenant set forth in Section 6.4 of the Loan Agreement, the City shall supply the District with quarterly reports on the actions it is taking to correct its coverage deficiency until it delivers an annual coverage certificate showing compliance with the first sentence of this Section.

4.3. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue.

4.4. Periodic review. The water rates shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement's rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The rates may be set by ordinance or resolution in accordance with this Section. The rate ordinance or resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of net income of the System and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the water system account of the City and shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the ordinances and resolutions of the City of Madison, South Dakota (collectively the “Rate Ordinance”). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City’s governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 and November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the City Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;

(b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then;

(c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or

(d) To be used for any other authorized municipal purpose designated by the Common Council;

(e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of US Bank Trust Company, National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Section 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 15. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at Madison, South Dakota, this ____ day of _____ 2024.

APPROVED:

CITY OF MADISON, SOUTH DAKOTA

Mayor

(Seal)

ATTEST:

City Finance Officer

Published: _____

Effective: _____

RESOLUTION NO. 2024-22

RESOLUTION GIVING APPROVAL TO CERTAIN SEWER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; or any system for the control of floods and drainage; or any combination thereof, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the City of Madison (the “City”) currently operates a sewer system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; and for the control of floods and drainage and has determined that improvements to the sewer facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its sewer system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its sewer system for the purpose of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Clean Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this

Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“**Act**” means South Dakota Codified Laws Chapter 9-40.

“**Loan**” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“**Project**” means the City of Madison Egan Avenue Sewer Main Replacement (2nd Street NE to 9th Street NE) Improvements.

“**Revenue Bond**” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“**System**” means the City’s system of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes.

SECTION 2. Declaration of Necessity and Findings.

2.1.1. Declaration of Necessity. The City hereby determines and declares it is necessary to construct and finance improvements to its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-2, and the federal Clean Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$2,692,547 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby

determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the “Loan Agreement”), the form of which is on file with the Finance Officer (the “Finance Officer”) and open to public inspection, between the City as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$2,692,547 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the “Revenue Bond”) shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal of, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the

appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond.

4.1. The City does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

4.2. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.3. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due.

4.4. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

4.5. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement’s rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the

issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the sewer system account of the City and shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City of Madison, South Dakota (collectively the “Rate Resolution”). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City’s governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- (b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:
- (c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or
- (d) To be used for any other authorized municipal purpose designated by the Common Council.
- (e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal and interest on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in

Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at Madison, South Dakota, this ____ day of _____ 2024.

APPROVED:

Mayor

(SEAL)

Attest: _____
Finance Officer

First reading: _____
Published: _____
Effective: _____



Lidel Construction Company Inc

5621 W. 9th Street
 Sioux Falls, SD 57107
Phone: (605) 335-7834
Fax: (605) 335-2296

Change Order

C/O Date: 7/2/2024

Quoted to: Trojan Village LLC
 730 S. Washington Ave

 Madison, SD 57042

Regarding Job: Trojan Village

C/O No:	4	Comments
Sequence:	0	
Owner C/O No:		

Description	Qty	U/M	Unit Price	Amount
Install Geofabric HP370 - Harter Drive	1,894.00	SY	5.95	11,269.30
Undercut Subgrade - Harter Drive	240.00	CY	4.25	1,020.00
Install Geofabric HP370 - Division Ave	2,703.00	SF	5.95	16,082.85
Undercut Subgrade - Division Ave	300.00	CY	4.25	1,275.00

Original Contract	\$	2,601,835.50
Previous Change Orders	\$	34,857.00
Revised Contract	\$	2,636,692.50
Current Change Order	\$	29,647.15
New Contract Total	\$	2,666,339.65

Authorized by: _____
 Trojan Village LLC

Date: _____

Representative: _____
 Lidel Construction Company Inc

Date: _____

Change Order

No. 2

Date of Issuance: July 15, 2024

Effective Date: July 15, 2024

Project: Public Works Building Restoration	Owner: City of Madison, SD	Owner's Contract No.: 2024-2
Contract: Public Works Building Restoration 2024-2		Date of Contract: March 5, 2024
Contractor: Hegg Construction LLC		Engineer's Project No.:

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

Description: Change Order: Change 8 windows from Kawneer 451T fixed storefront windows to Manko 3527i awning type windows.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$644,544.00

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2:

\$ 42,203.62

Contract Price prior to this Change Order:

\$686,747.62

[Increase] [~~Decrease~~] of this Change Order:

\$8,395.00

Contract Price incorporating this Change Order:

\$695,142.62

Original Contract Times: Working days Calendar days

Substantial completion (days or date): August 30, 2024

Ready for final payment (days or date): October 18, 2024

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): n/a _____

Ready for final payment (days): n/a _____

Contract Times prior to this Change Order:

Substantial completion (days or date): August 30, 2024

Ready for final payment (days or date): October 18, 2024

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): August 30, 2024

Ready for final payment (days or date): October 18, 2024

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____



CHANGE REQUEST

Request Nbr. CR0180
 Request Date 17-Jun-2024
 Customer ID C00003
 Currency USD
 Project Nbr. 52401
 Contract Time Change, Days 42
 Description Operable Window Change

Hegg Construction, LLC
 4930 S Western Avenue
 Suite 101
 Sioux Falls, SD, 57108
 Phone: 605-518-9094
 Web: www.heggcompanies.com/construction/

ESTIMATION

NO.	PROJECT TASK	DESCRIPTION	QTY	UOM	LINE AMT
1	Doors and Windows	Glass Glazing	0.00	LS	5,620.00
2	General Requirements	Temp Window Covering	0.00	LS	1,600.00
3	General Requirements	Supervision	0.00	LS	285.00
4	Miscellaneous	Overhead & Profit	0.00	LS	722.00
5	Procurement and Contracting Req's	Excise Tax	0.00	LS	168.00

Detailed Description: Change 8 windows from Kawneer 451T fixed storefront windows to Manko 3527i Awning type windows.

Change Request Total (USD): 8,395.00

CONTRACTOR	OWNER	ARCHITECT
Hegg Construction, LLC 4930 S Western Avenue Suite 101 Sioux Falls, SD, 57108 Phone: 605-518-9094 Web: www.heggcompanies.com/construction/	City of Madison 116 W Center Street Madison, SD, 57042	
17-Jun-2024	17-Jun-2024	17-Jun-2024
(signature)	(signature)	(signature)

Change Order

No. **3**

Date of Issuance: July 15, 2024

Effective Date: July 15, 2024

Project: Public Works Building Restoration	Owner: City of Madison, SD	Owner's Contract No.: 2024-2
Contract: Public Works Building Restoration 2024-2		Date of Contract: March 5, 2024
Contractor: Hegg Construction LLC		Engineer's Project No.:

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

Description: Increase in contract times by 56 days for substantial completion and readiness for final payment. Change necessary for work associated with Change Order #1.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$644,544.00

[Increase] [~~Decrease~~] from previously approved Change Orders:

\$ 42,203.62

Contract Price prior to this Change Order:

\$686,747.62

[Increase] [~~Decrease~~] of this Change Order:

N/A

Contract Price incorporating this Change Order:

\$686,747.62

Original Contract Times: Working days Calendar days

Substantial completion (days or date): August 30, 2024

Ready for final payment (days or date): October 18, 2024

[Increase] [~~Decrease~~] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): n/a _____

Ready for final payment (days): n/a _____

Contract Times prior to this Change Order:

Substantial completion (days or date): August 30, 2024

Ready for final payment (days or date): October 18, 2024

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): October 25, 2024

Ready for final payment (days or date): December 13, 2024

Contract Times with all approved Change Orders:

Substantial completion (days or date): October 25, 2024

Ready for final payment (days or date): December 13, 2024

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

THE CITY OF
MADISON

Discover the Unexpected

Finance Update

June - 2024

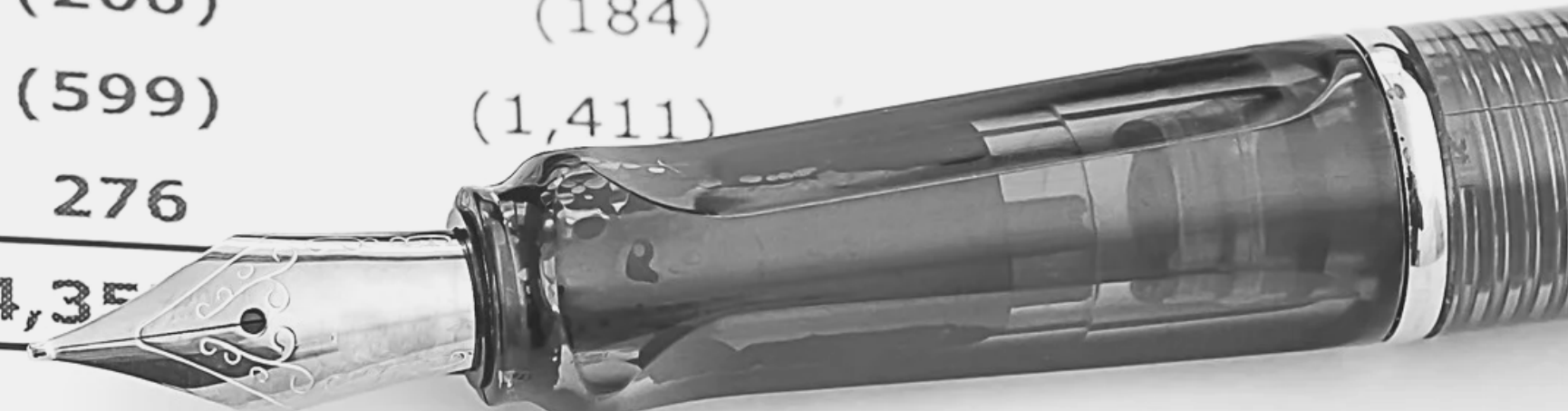


• NOTES

- Finance Office Staff Transition: We welcome Heather Peterson to her new role of Deputy Finance Officer.
- 2025 Budget Worksheets are out for all departments.
- Update covers YTD (through June of 2024).
- 49.73 % of the Year



	176	216	(266)	188
	394	(500)	(599)	(184)
es	156	283	276	(1,411)
ons	<u>5,862</u>	<u>4,186</u>	<u>14,35</u>	



S,
ss, net

● Cash on Hand

- General Cash - \$22.19 million total
- Investments – \$13.7 million
- Checking - \$7.2 million
- Money Market - \$1.0 million
- Other - \$290 thousand
- Restricted Cash - \$613,927 thousand

● REVENUE GUIDELINES

Fund	Description	Revenue 2024			% of Budget
		Budget	June	YTD	
101	General Fund	\$ 18,174,689	\$ 729,085	\$ 4,108,903	22.6%
211	Lodging & Entertainment Tax	\$ 351,730	\$ 18,385	\$ 116,630	33.2%
213	2nd Cent Sales Tax	\$ 4,375,000	\$ 113,651	\$ 1,122,288	25.7%
214	Business Improvement District Bid	\$ 49,500	\$ 2,672	\$ 24,298	49.1%
220	Special Maintenance Fee	\$ 360,000	\$ 34,157	\$ 140,181	38.9%
303	Tax Increment District #2	\$ 60,000	\$ -	\$ 22,640	37.7%
312	Swimming Pool Debt	\$ -	\$ -	\$ 55	0.0%
517	Creek - Bridge Mitigation	\$ 3,980,400	\$ -	\$ -	0.0%
518	City Hall Construction	\$ 6,000,000	\$ -	\$ -	0.0%
519	Electric Transformer Upgrade	\$ 2,400,000	\$ -	\$ -	0.0%
602	Water Fund	\$ 11,310,839	\$ 1,188,679	\$ 2,295,123	20.3%
603	Electric Fund	\$ 18,606,027	\$ 849,300	\$ 5,712,829	30.7%
604	Sewer Fund	\$ 7,367,757	\$ 558,223	\$ 1,717,673	23.3%
612	Solid Waste Fund	\$ 521,151	\$ 34,659	\$ 267,955	51.4%
620	Community Center	\$ 1,000,397	\$ 201,765	\$ 482,459	48.2%
621	After School / Youth Program	\$ 177,195	\$ 8,325	\$ 94,837	53.5%
TOTAL		\$ 74,734,686	\$ 3,738,901	\$ 16,105,869	21.6%

● EXPENDITURE GUIDELINES

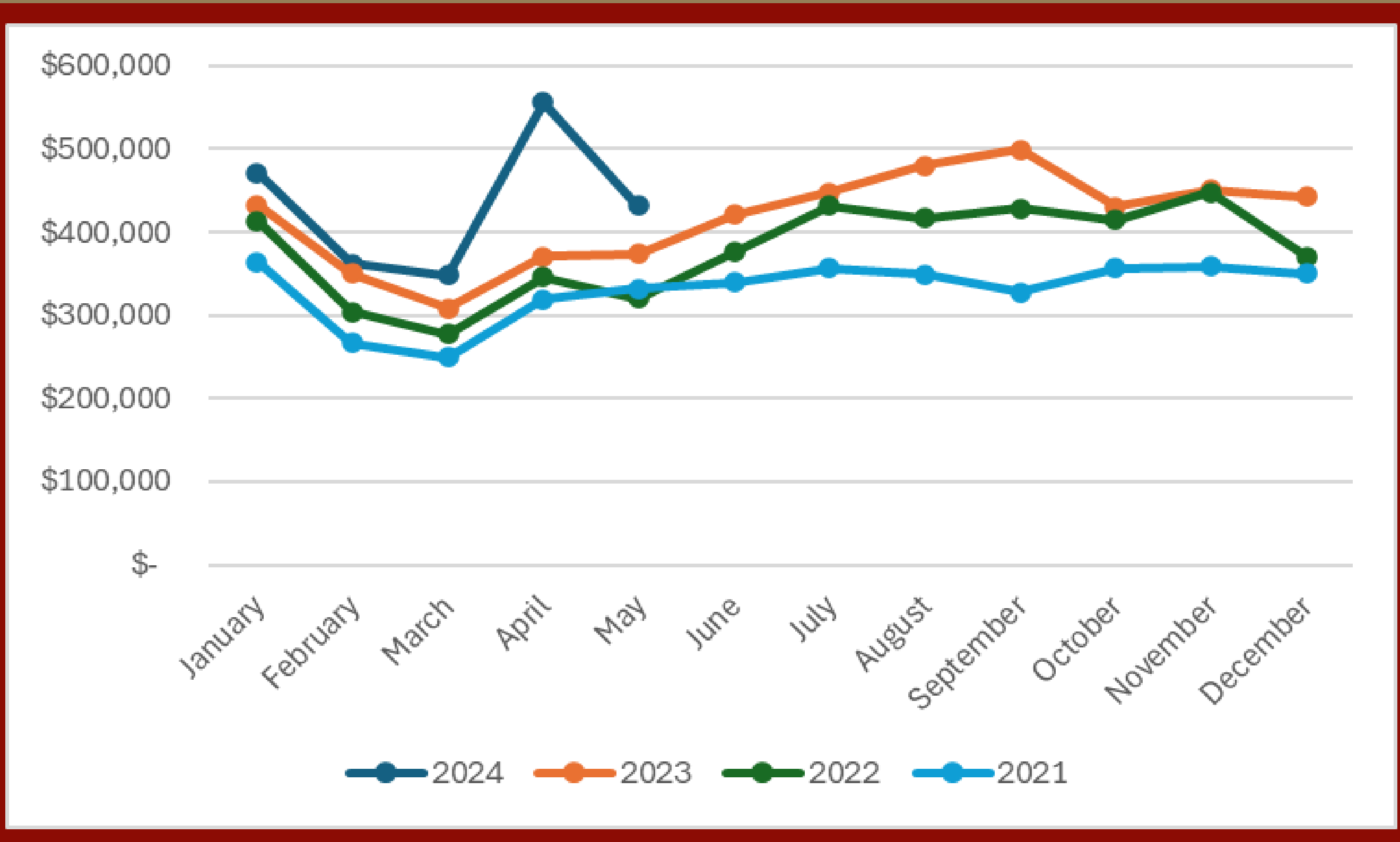
Fund	Description	Expense 2024			% of Budgeted
		Budget	June	2024 YTD	
101	General Fund	\$ 18,174,689	\$ 673,954	\$ 4,232,453	23.3%
211	Lodging & Entertainment Tax	\$ 351,730	\$ -	\$ 118,000	33.5%
213	2nd Cent Sales Tax	\$ 4,375,000	\$ 9,278	\$ 9,278	0.2%
214	Business Improvement District Bid	\$ 49,500	\$ -	\$ 3,347	6.8%
220	Special Maintenance Fee	\$ 360,000	\$ 500	\$ 4,000	1.1%
303	Tax Increment District #2	\$ 60,000	\$ 22,640	\$ 22,640	37.7%
312	Swimming Pool Debt	\$ -	\$ -	\$ -	0.0%
517	Creek - Bridge Mitigation	\$ 3,980,400	\$ 84,754	\$ 103,865	2.6%
518	City Hall Construction	\$ 6,000,000	\$ 12,657	\$ 2,549,499	42.5%
519	Electric Transformer Upgrade	\$ 2,400,000	\$ -	\$ -	0.0%
602	Water Fund	\$ 11,310,839	\$ 191,549	\$ 1,597,332	14.1%
603	Electric Fund	\$ 18,606,027	\$ 1,081,667	\$ 4,849,090	26.1%
604	Sewer Fund	\$ 7,367,757	\$ 113,597	\$ 1,211,243	16.4%
612	Solid Waste Fund	\$ 521,151	\$ 39,055	\$ 213,759	41.0%
620	Community Center	\$ 1,000,397	\$ 101,471	\$ 520,781	52.1%
621	After School / Youth Program	\$ 177,195	\$ 24,284	\$ 74,043	41.8%
TOTAL		\$ 74,734,686	\$ 2,355,406	\$ 15,509,329	20.8%



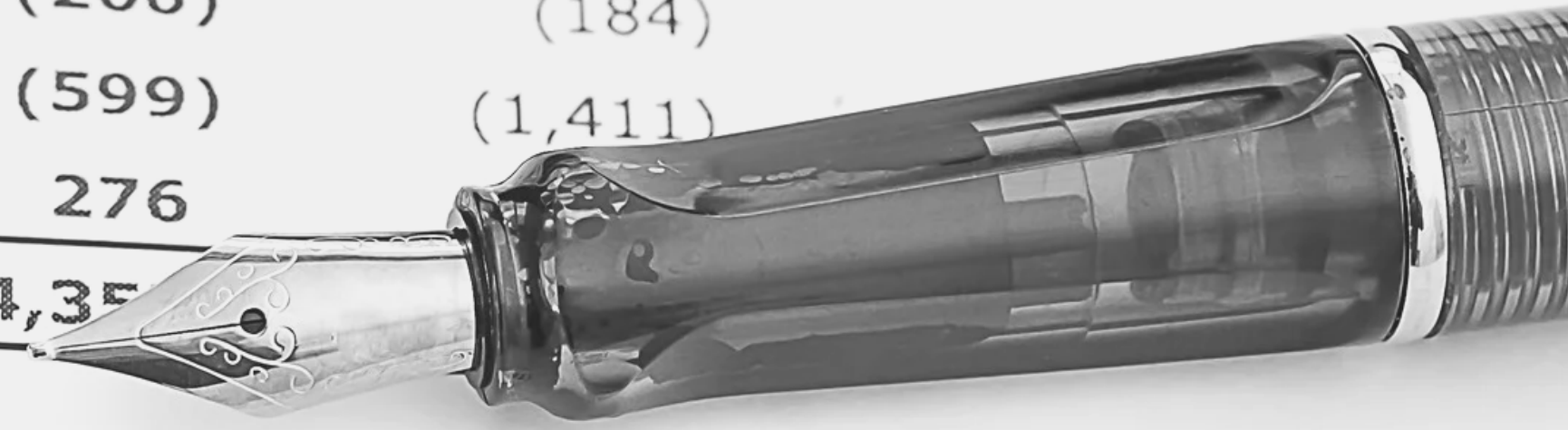
● Sales Tax

Sales Tax					
	%increase	2024	2023	2022	2021
January	8.98%	\$ 471,571	\$ 432,730	\$ 413,511	\$ 363,683
February	3.36%	\$ 361,999	\$ 350,238	\$ 303,973	\$ 266,609
March	12.90%	\$ 347,846	\$ 308,016	\$ 277,186	\$ 249,942
April	49.99%	\$ 556,545	\$ 371,022	\$ 346,336	\$ 319,443
May	15.41%	\$ 431,766	\$ 374,131	\$ 320,367	\$ 332,281
June			\$ 420,501	\$ 376,298	\$ 340,042
July			\$ 448,323	\$ 431,753	\$ 356,358
August			\$ 480,355	\$ 416,258	\$ 348,686
September			\$ 499,767	\$ 428,928	\$ 327,199
October			\$ 430,674	\$ 414,971	\$ 356,475
November			\$ 451,510	\$ 448,293	\$ 359,135
December			\$ 442,683	\$ 370,263	\$ 350,198
Total		\$ 1,737,961	\$ 5,009,950	\$ 4,548,137	\$ 3,970,051

● Sales Tax Graph



	176	216	(266)	188
	394	(500)	(599)	(184)
es	156	283	276	(1,411)
ons	<u>5,862</u>	<u>4,186</u>	<u>14,35</u>	



S,
ss, net

● Investments

City of Madison currently has three investment accounts:

First Bank & Trust

Type: Intrafi Investment	Rate: 4.68 %	Balance: \$ 5,299,702.25
Type: Intrafi Investment <small>(restricted)</small>	Rate: 4.55 %	Balance: \$ 437,302.84

SD Fit

Type: GCR Account	Rate: 4.981 %	Balance: 8,392,108.92
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CONSUMABLES GROCERY TAX IMPACT - ESTIMATE ONLY



CY 23 - Sales Tax In relation to State overall			
Category	State Taxable	Madison Taxable	Percentage
Food Stores	1,918,499,388.97	26,545,002.37	1%
Department Stores	2,590,294,193.80	22,337,170.77	1%
	4,508,793,582.77	48,882,173.14	1.08% percent of state

CY 23 - Sales Tax In relation to Sioux Falls			
Category	SF Taxable	Madison Taxable	Percentage
Food Stores	514,518,973.79	26,545,002.37	5%
Department Stores	984,748,045.02	22,337,170.77	2%
	1,499,267,018.81	48,882,173.14	3.26% percent of Sioux Falls

CY 23 - Sales Tax - Madison 2%				
Category	Taxable	Tax Due	Percentage	Est. Food Tax
Food Stores	26,545,002.37	530,900.05	65%	345,085.03
Department Stores	22,337,170.77	446,743.42	25%	111,685.85
			Potential Impact	456,770.88

CY 23 - Sales Tax (State overall) at 2%				
Category	Taxable	Tax Due	Percentage	Est. Food Tax
Food Stores	1,918,499,388.97	38,369,987.78	65%	24,940,492.06
Department Stores	2,590,294,193.80	51,805,883.88	25%	12,951,470.97
			Potential Impact	37,891,963.03
			Average	410,806.45

CY 23 - Sales Tax Sioux Falls 2%				
Category	Taxable	Tax Due	Percentage	Est. Food Tax
Food Stores	514,518,973.79	10,290,379.48	65%	6,688,746.66
Department Stores	984,748,045.02	19,694,960.90	25%	4,923,740.23
			Potential Impact	11,612,486.88
			Average	378,614.07

Average 415,397.14

CY 23 - Sales Tax (State overall) 4.2%				
Category	Taxable	Tax Due	Percentage	Est. Food Tax
Food Stores	1,918,499,388.97	80,576,974.34	65%	52,375,033.32
Department Stores	2,590,294,193.80	108,792,356.14	25%	27,198,089.03
			Potential Impact	79,573,122.35 (calculated, state is publicly estimating \$124M)

Potential Publicly Stated Estimates:		Madison %	
State (at 2%) (Est. \$124M)	59,047,619.05	1.08%	640,165.91 Unlikely Worst Case Scenario
Sioux Falls	13,000,000.00	3.26%	423,852.62
			Average 417,511.01

	4.20%	2%	
	124,000,000.00	59,047,619.05	

Retail Category Overall	545,114,110.88	10,902,282.22	16%	1,744,365.15 Likely worst case scenario
			Average	1,080,938.08



Consumables Tax Impact : IM-28

Please note that this is an **ESTIMATE ONLY** of the potential impact. DOR is hesitant to provide any guidance at this time.

One of the main unknowns in the spectrum is what will be considered “groceries” per the law.

- **Typically includes:** basic unprepared foods/ingredients, water, juice, coffee/tea, and condiments
- **Sometimes includes:** snack foods, deli meats/cheeses and pre-packaged salads, non-alcoholic carbonated beverages
- **Doesn't generally include:** non-food items, alcoholic beverages, or hot/prepared foods that are ready to eat.



Questions





Thank You!

