



**BOARD OF COMMISSIONERS AGENDA  
MONDAY, OCTOBER 7, 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/87941159967> | Meeting ID: 879 4115 9967  
**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 – September 16, 2024
- 2) Minutes - September 23, 2024 (special meeting)
- 3) Bills for Approval – October 9, 2024
- 4) Bills for Ratification – September 25 & October 2, 2024
- 5) Payroll Bills for Ratification – September 27, 2024
- 6) Personnel
- 7) Set Bid Date: Bid #963 - Furnishing Padmount Transformers
- 8) Acknowledge Bid Date: Bid #964 - Armory Roof Project - October 22, 2024 - 2:30pm
- 9) Set Bid Date - Water System Improvements Segment 5B - October 29, 2024 - 2:00pm

**UNFINISHED BUSINESS**

**NEW BUSINESS**

- 10) Public Hearing up application for Retail Malt Beverage License Application - Los Tapatios Mexican Store
- 11) Approve Retail Malt Beverage License - Los Tapatios Mexican Store
- 12) Approve First Reading of Ordinance No. 1673 - To Repeal and Replace Chapter 18 Floods
- 13) Set Date of Public Meeting - Egan Avenue Reconstruction RD Funding Application - October 21, 2024 - 5:30pm
- 14) Approve Advertising Notice of Intent - Application for USDA Rural Development Funding
- 15) Approve 2019 Infrastructure Disaster Recovery Program Agreement - SD Dept of Public Safety
- 16) Consider Award of Bid No. 962 - City Library Ramp
- 17) Consider Award of Bid - Park Creek Walls Improvements - Site 2
- 18) Early Learning Center Update - Lake Area Improvement Corporation
- 19) October City Updates

**PUBLIC COMMENT**

**ANNOUNCEMENTS**

- 20) Next Regular Commission Meeting – Monday, October 21, 2024

**EXECUTIVE SESSION**

21) Pursuant to SDCL 1-25-2(1), 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](http://www.cityofmadisonsd.com)

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

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

September 16, 2024  
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30 p.m. on the 16<sup>th</sup> day of September with the following members present upon roll call: Commissioners Kelly Dybdahl, Sarah Cronin, Jerae Wire, Adam Shaw, and Mayor Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Shaw, seconded by Commissioner Wire to adopt the September 16, 2024 agenda. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Cronin to approve the following items on the consent calendar: Minutes - September 3, 2024; Minutes – September 9, 2024; Bills for Approval – September 18, 2024; Bills for Ratification – September 11, 2024; Payroll Bills for Ratification – September 13, 2024; Personnel; Adopt Resolution No. 2024-32 – Approve a Plat – Tract 1 of Henkins Addition to the City of Madison, Lake County, South Dakota, Acknowledge Bid Date – Library Ramp Project – October 1, 2024 – 2:00 p.m.

Bills for Approval – September 18, 2024

ACE HARDWARE Door Keypads \$359.95; AMERICAN FENCE COMPANY OF SOUTH DAKOTA Gate & Fence Installation \$11,842.88; AMERT CONSTRUCTION CO US Salt/Global Transformer Move \$1,530.00; APPEARA Entry Mats - MMU \$78.32; ASPHALT SURFACING COMPANY Water System Improvements \$946,000.68; ASSOCIATED SUPPLY CO INC Valve \$2,875.22; BARTELS CLEANING SERVICE Professional Services \$500.00; BORDER STATES ELECTRIC SUPPLY 3" Plastic Interduct Conduit \$2,380.95; BUILDERS FIRSTSOURCE Solid Block \$120.26; CENTURYLINK QC Phone Bill \$90.57; CHAMBERLAIN OIL CO Total Power, Brake Cleaner \$70.16; CITY OF BROOKINGS August Gate Fees \$4,797.04; CIVIC PLUS LLC Annual Fees \$1,4424.61; COLES PETROLEUM PRODUCTS INC Fuel Report \$9,097.29; CORE & MAIN GP LLC Parts \$1,800.46; DAKOTA MAINSTEM REGIONAL WATER SYSTEM INC Water Hookup \$1,578.32; DAKOTA SUPPLY GROUP INC PMH-11 Switches - Federal Pacific \$104,379.50; ELITE CARD PAYMENT CENTER FO Credit Card Purchases through 9/16/24 \$4,164.20; GRAHAM TIRE COMPANY Tires \$560.00; HEGG CONSTRUCTION LLC Public Works Bldg Renovation \$108,186.10; J & M CONSTRUCTION Concrete Repairs - SW 4th \$510.00; JOURNEY GROUP COMPANIES City Admin Bldg \$857,827.84; LAKE COUNTY AUDITOR City/County Shared Expenses \$85,976.84; LAKE COUNTY INTERNATIONAL INC Parts \$32.99; LAKE COUNTY TREASURER Fuel Report \$874.92; LEWIS & CLARK REGIONAL WATER SYSTEM Purchased Water \$13,120.92; LEWIS DRUGS INC Miracle Grow \$14.97; MAY CONSTRUCTION INC Totland Park Bathroom Power \$3,255.11; MUSTANG SEEDS INC Lawn Mix \$280.00; NORTH CENTRAL INTERNATIONAL SF Newpart Reman, Injector, Core \$867.16; PRUNTY CONSTRUCTION CO INC Water System Improvements \$704,600.14; RAILROAD MGMT CO III LLC 21 inch Sewer Pipeline MP 332.46 \$379.14; RSA Professional Services - City Admin Bldg - Phase II \$57,225.90; RUNNINGS SUPPLY INC Marking Paint & Car Wash \$339.09; RURAL ELECTRIC SUPPLY COOP 200A Meter Sockets \$2,419.10; SD DEPT OF MOTOR VEHICLES 2014 Dodge Ram Pickup Reassign CTY7028 \$5.00; SD SOLID WASTE MANAGEMENT ASSOCIATION City of Madison Dues \$400.00; SITEONE LANDSCAPE SUPPLY LLC Irrigation Parts \$723.34; STUART IRBY TOOL CO Rubber Goods Testing \$476.27; STURDEVANTS MADISON INC Filters \$393.86; T&R ELECTRIC SUPPLY CO INC DGA Samples \$1,320.00; TIMMER SUPPLY CO Pliers Kit, Knives \$59.94; TYLER TECHNOLOGIES INC ERP Pro10 Annual Fees \$94,544.38; US DEPT OF ENERGY Monthly WAPA Bill \$134,945.14; VALIANT LIVING INC Contracted Expenses \$8,853.67; WESCO DISTRIBUTION INC Secondary Termination Pedestals \$4,035.00.

Bills for Ratification –September 11, 2024

AAA COLLECTIONS INC Collection Services \$124.10; ACE HARDWARE Tool Organizers \$387.12; ALPHA MEDIA USA LLC Reading Rocks 2024 Advertising \$2,388.00; AMAZON CAPITAL SERVICES INC Photography Equipment/Printer \$984.28; ANDERSON UNDERGROUND INC Water Hydrant Deposit Refund \$500.00; APPEARA Mat Rentals - City Hall \$267.37; AT & T MOBILITY Library Phones & Data \$260.06; BAKER & TAYLOR Books \$696.77; BORNS GROUP INC Printing & Postage \$1,060.89; BRANCO/JAMAL A Community Center Cup - 2nd Place \$400.00;

BUILDERS FIRSTSOURCE 2 X 8 \$24.62; C&R FIRE SUPPRESSION DBA DVL FIRE AND SAFETY Fire Extinguisher Inspections/Recharge \$740.30; CENTURY BUSINESS PRODUCTS INC Copier Lease \$215.62; COLES PETROLEUM PRODUCTS INC #2 Diesel - Generation Plant \$40,302.58; COLUMN SOFTWARE PBC Publications \$425.65; CORE & MAIN GP LLC Parts \$1,093.01; DAHL/KESTER Part-time Animal Control - August \$400.00; DAKOTA STATE UNIVERSITY Signage/Shipping/Postage \$629.00; F & M COOP OIL CO Propane \$13.80; FEDEX Shipping \$18.07; FOX PROMO LLC 5K T-shirts \$807.00; GALE CENGAGE LEARNING Books \$497.16; GOODWILL OF THE GREAT PLAINS Shredding Services \$44.75; GREATER MADISON AREA CHAMBER Downtown in MadTown Tickets \$487.00; HASLETON/JARED Classes at Community Center \$629.75; HAWKINS INC Chemicals - CC Pool \$1,573.81; HEIMAN INC Helmet Light/Disposable Gloves Box Holder \$275.17; HILLYARD INC Janitorial Supplies \$171.17; HOLLAND/GAVIN Circuit 30 Classes \$420.00; HOME SERVICE WATER CONDITIONING LLC Salt \$33.75; INGRAM CO Books \$430.44; KAHLER/TOM Community Center Cup 1st Place \$600.00; KINGBROOK RURAL WATER SYSTEM INC Water \$154.15; KOLORWORKS Paint \$426.10; KRUG PRODUCTS INC Hose \$18.18; LAKE COUNTY REGISTER OF DEEDS August Billing \$44.00; LEADER PRINTING Window Envelopes \$473.50; LEIGHTON FAMILY FARMS Popcorn \$70.00; LEWIS DRUGS INC Cat Food \$125.88; MADISON GROCERY STORE INC ASP Groceries \$42.24; MARTIN/LISA Reimburse Purchase of Felt \$33.83; MICROMARKETING LLC Books \$726.93; MIDCONTINENT COMMUNICATIONS Internet - FB&T Sportsplex \$138.39 ; MUSTANG SEEDS INC Fertilizer \$50.00; NORTH CENTRAL INTERNATIONAL SF Parts \$1,647.09; NORTHWESTERN ENERGY Utilities \$46.66; O REILLY AUTOMOTIVE INC Parts \$265.49; OFFICE PEEPS INC Office Supplies \$648.24; OLINGER/SAVANNAH Reimburse Purchase of Trading Coins \$273.44; OPEN ACCESS TECHNOLOGY INT'L AMI Dues and Subscriptions \$6,617.75; OVERDRIVE Ebooks \$1,429.85; PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC Equipment Lease \$237.09; PLAYAWAY PRODUCTS INC Books \$879.87; PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rental - Generation Plant \$153.00; POWERPLAN OIB Filters \$729.20; RASMUSSEN/AUTUMN Classes at Community Center \$98.00; RUNNINGS SUPPLY INC Animal Shelter Supplies \$540.25; SABER SHRED SOLUTIONS INC DBA WASTE NOT RECYCLE Tire Disposal \$3,184.80; SD DEPT OF PUBLIC SAFETY Teletype Service \$390.00; SD ONE CALL One Call Services \$236.32; SD PUBLIC ASSURANCE ALLIANCE Addition to Coverage - Police Interceptor \$582.98; SDN COMMUNICATIONS Library Internet \$516.79; SIOUX VALLEY ENERGY Utilities \$77.00; SODAK SACA Conference Registration - Kaylee Winrow \$250.00; SODEXO INC & AFFILIATES Pool Concessions - Week 12 \$1,081.40; SOUTH DAKOTA LIBRARY ASSOCIATION Full Conference Registration - K Gales-Loyd \$430.00; STURDEVANTS MADISON INC Brake Pads \$624.15; SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER G-2 Asphalt \$8,884.50; TIMMER SUPPLY CO Parts \$103.94; TWIN LAKES ANIMAL CLINIC Flea & Tick Medicine/Shampoo \$229.35; TYLER TECHNOLOGIES INC Tyler Tutoring \$392.50; VERIZON BUSINESS ASP Monthly Cell Service \$118.38; WEIST/SHERRY Water Aerobics \$681.24; WESCO DISTRIBUTION INC 750 MCM 10 Hole Transformer Lugs \$3,134.39.

Payroll Bills for Ratification – September 13, 2024

AFLAC \$5,111.40; Delta Dental \$7,303.74; Health Pool of South Dakota \$49,281.01; IRS-EFTPS \$48,140.48; Local Union #426, IBEW \$595.00; Office-Child Support Enforce \$835.38; Optilegra, Inc \$719.16; SD Retirement System \$26,960.18; SD Retirement System \$8,391.20; Teamsters Local No. 120 \$1,018.00.

Finance Officer Amy Sad presented the September Finance Updates.

Finance Officer Amy Sad presented the 2025 Departmental Budget Requests.

Motion by Commissioner Shaw, seconded by Commissioner Cronin to Approve Resolution No. 2024-31 – Property Tax Levy 2025. Motion carried unanimously. This resolution sets the levy for the next year, and we are required to certify the levy amount to the county by October 1 since we've elected to have the later budget approval.

Motion by Commissioner Cronin, seconded by Commissioner Shaw to Approve Resolution No. 2024-30 – Amend Established Employee Compensation for 2024. Motion carried unanimously. This resolution is to create a new custodial position for the new City Hall building.

Mayor Lindsay opened the Public Hearing – Petition for Vacation of Alley – Lying east of Highland Avenue between W Center Street and NW 1<sup>st</sup> Street. There were no public comments. Hearing closed.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to Adopt Resolution No. 2024-33 – Vacate Alley Lying east of Hight Avenue between W Center Street and NW 1<sup>st</sup> Street. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to Approve Sale of Tract 1, Henkins Addition to Lake Area Improvement Corporation for \$75,000. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to Approve Purchase of Lot 1, Block 8, Gienapp's Addition for \$500.00. Motion carried unanimously. This is a small lot by the fire station which will help to square off our property.

Motion by Commissioner Cronin, seconded by Commissioner Dybdahl to Advertise a Request for Proposal for City Hall/Police Station Redevelopment. Motion carried unanimously. Our goal is to find a developer with a vision for the building where it can serve a productive use and positively contribute to the downtown.

Motion by Commissioner Shaw, seconded by Commissioner Cronin to Authorize Staff to Advertise for Armory Roof Reconstruction. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to Advertise Bid No. 961 Operational Services – Madison Recycling Center. Motion carried unanimously. Our current 2-year contract with Valiant Living expires at the end of January.

Motion by Commissioner Cronin, seconded by Commissioner Shaw to Approve Update to IBEW 2023-2025 Collective Bargaining Agreement. Motion carried unanimously.

Motion by Commissioner Wire, seconded by Commissioner Dybdahl to Approve Update to Teamsters 2023-2025 Collective Bargaining Agreement. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to Authorize Mayor to Sign Agreement Between the City of Madison and Madison Central School District 39-2 for the School Resource Officer Program. Motion carried unanimously.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, October 7, 2024 at 5:30 p.m.
- Visit the City of Madison Website for Current Open Positions

Motion by Commissioner Cronin, seconded by Commissioner Wire to move to Executive Session at 7:38 p.m. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Wire to adjourn at 8:29 p.m. Motion carried unanimously.

/s/Amy Sad  
Finance Officer

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

September 23, 2024  
Special

The Board of Commissioners of the City of Madison met in special session at 12:00 pm on the 23<sup>rd</sup> day of September with the following members present upon roll call: Commissioners Kelly Dybdahl (via Zoom), Sarah Cronin, Adam Shaw, Jerae Wire, and Mayor Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Shaw, seconded by Commissioner Wire to adopt the September 23, 2024 agenda. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Cronin to Approve Resolution No. 2024-34 – Authorizing Application for Transportation Alternates Program Funding. Motion carried unanimously. Director of Engineering and Community Development Ryan Hegg gave an overview of the application process of approximately \$2,919,000 with the Department of Transportation. The City is not guaranteed this amount for the Egan Avenue Reconstruction Project.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, October 7, 2024 at 5:30 pm

Motion by Commissioner Cronin, seconded by Commissioner Wire to Adjourn at 12:07 pm. Motion carried unanimously.

/s/Amy Sad  
Finance Officer

**CITY OF MADISON  
PERSONNEL  
OCTOBER 2024**

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
MINNICK, BARBARA	9/9/2024	TEMP	PT<20		\$32.19	GRANT ADMINISTRATION
BLOM, KARI	9/18/2024		FT		\$23.60	CASHERING & FINANCE ASSISTANT I
MOLITOR, SHANE	9/18/2024	FT	FT	\$23.35	\$24.53	DISTRIBUTION & COLLECTION OPERATOR I
BARRY, CORY	9/19/2024	FT	FT	\$25.15	\$26.43	WATER & WASTEWATER OPERATOR I

## ADVERTISEMENT FOR BIDS

Notice is hereby given that on the 29<sup>th</sup> day of October 2024, until 1:30 p.m., sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota, at the Office of the Finance Officer, 116 W Center Street, Madison, South Dakota 57042 and will then be publicly opened and read.

### **BID NO. 963 SINGLE PHASE PADMOUNT TRANSFORMERS AND THREE PHASE PADMOUNT TRANSFORMERS**

The following equipment shall be in accordance with the specifications and proposed form of contract now on file at the City of Madison, by this reference made a part hereof, as though fully set out and incorporated herein: Single Phase Padmount Transformers; Three Phase Padmount Transformers.

Material suppliers desiring a copy of the bid forms and specifications for individual use may obtain them from the Office of the Engineer, DGR Engineering, 1302 South Union, PO Box 511, Rock Rapids, Iowa 51246, telephone 712-472-2531, fax 712-472-2710, website [www.dgr.com](http://www.dgr.com), e-mail [dgr@dgr.com](mailto:dgr@dgr.com), no deposit required.

Bids shall be made out on bid forms furnished by the Engineer and shall be accompanied by a certified check, cashier's check or bank draft payable to the City of Madison in a sum equal to five percent (5%) of the total bid and drawn on a state or national bank or by bid bond in a sum equal to ten percent (10%) of the total bid issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Madison. The bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract.

Payment for the equipment herein provided for will be made within thirty (30) days of receipt of the materials.

Bid envelopes must be clearly marked Bid No. 963 - Single Phase Padmount Transformers and Three Phase Padmount Transformers.

The Board of Commissioners reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days after the date bids are received and no bid may be withdrawn during this period. The Board also reserves the right to waive irregularities and to reject any or all bids.

By Order of the Board of Commissioners  
City of Madison  
Madison, South Dakota  
Amy Sad  
Finance Officer

**CITY OF MADISON  
ADVERTISEMENT FOR BIDS**

Notice is hereby given that on the 22nd day of October 2024, until 2:30 pm, sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota, at the Office of the Finance Officer, 116 W Center Street, Madison, South Dakota 57042 and will then be publicly opened and read.

**BID NO. 964 – Armory Roof Project**

Significant components of the proposed improvement include removal of existing roof system and installing a new EPDM roof system on the City Armory.

Bids must be accompanied by a certified check, cashier's check or bank draft payable to the City of Madison in a sum equal to five percent (5%) of the total bid and drawn on a state or national bank or by bid bond in a sum equal to ten percent (10%) of the total bid issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Madison. The check, bond or bank draft will be retained by the owner as liquidated damages if the successful bidder refuses or fails to enter into a contract in accordance with the bid when notified of the award.

The information for bidders, bid, contract, plans, specifications, form of bid bond and payment bond and other contract documents may be examined and obtained at the issuing office: City Engineering and Community Development Office, 116 W Center Street, Madison, South Dakota 57042.

Bid envelopes must be clearly marked BID NO. 964 – Armory Roof Project

The City of Madison reserves the right to waive any informalities, to reject any and all bids and to add or deduct from the proposed work.

By Order of the Board of Commissioners  
City of Madison  
Madison, South Dakota  
Amy Sad  
Finance Officer

**ADVERTISEMENT FOR BIDS**  
**City of Madison, South Dakota**  
**Water System Improvements – Segment 5B**

**General Notice**

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

**Water System Improvements – Segment 5B**  
**BAI No. 23983.05.00**

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, October 29, 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 temporary traffic control barricades, signage, road closures and lane closures;
- Furnish and Install erosion and sediment control devices;
- Furnish and Install approximately 519 LF of 12” water pipe, 196 LF of 8” water pipe, 325 LF of 6” water pipe, and 111 LF of 4” water pipe and associated service lines;
- Furnish and Install approximately 1,846 LF of 12” Restrained Joint Watermain by HDD Bore
- Furnish and Install approximately 140 LF of 12” Restrained Joint Watermain Carrier Pipe through steel casing
- Furnish and Install approximately 100 LF of 24” Steel Casing by Jack and Bore;
- Furnish and Install water services, valves fittings, fire hydrants and associated appurtenances
- Furnish and Install approximately 5 EA – Sanitary Sewer Manholes;
- Furnish and Install approximately 73 LF of 12” sanitary sewer pipe; 12 LF of 10” sanitary sewer pipe, 259 LF of 8” sanitary sewer pipe, 5 LF of 6” sanitary sewer pipe and 93 LF of 4” sanitary sewer pipe and service connections;
- Furnish and Install water and sanitary sewer tracer wire systems;
- Approximately 3,529 SY of asphalt concrete removal;
- Approximately 1,920 LF of saw existing asphalt;
- Approximately 504 LF of remove concrete curb and gutter;
- Furnish and Install approximately 2,400 Tons of base course;
- Furnish and Install approximately 2,380 Tons of subbase foundation aggregate;
- Furnish and Install approximately 4,513 SY of 5” asphalt concrete;
- Furnish and Install approximately 96 SY of 7” non-reinforced concrete pavement
- Furnish and Install approximately 80 SY of PCC approach pavement;
- Furnish and Install approximately 504 LF of concrete curb & gutter;
- Furnish and install approximately 291 SF of concrete sidewalk;
- 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](http://www.bannerassociates.com) and/or [www.questcdn.com](http://www.questcdn.com) (reference Quest number XXXXXXX). 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](mailto: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 \$\_\_\_\_\_**

Date Received: \_\_\_\_\_  
 Date Issued: \_\_\_\_\_

# Uniform Alcoholic Beverage License Application

License No. \_\_\_\_\_

## A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name <u>Baltazars, LLC</u>		Phone Number <u>605-291-6185</u>	
Address <u>204 S. Egan Ave</u>	City <u>Madison</u>	State <u>SD</u>	Zip <u>57042</u>

## B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name <u>Los Tapatros Mexican Store</u>		Phone Number <u>605-291-6185</u>	
Address <u>107 E. Center</u>	City <u>Madison</u>	State <u>SD</u>	Zip <u>57042</u>

## C. INDICATE CLASS OF LICENSE BEING APPLIED FOR (Submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Retail (on-sale) Liquor - Restaurant
- Package Delivery
- Convention Center (on-sale) Liquor
- Hunting Preserve
- Package (off-sale) Liquor
- Other
- Retail (on-off sale) Wine and Cider

Is this license in active use?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? (If yes, please list on additional sheet)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Is place of business located in a municipality?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
County	<u>Lake</u>
Do you own or lease this property?	<input type="checkbox"/> OWN <input checked="" type="checkbox"/> LEASE
Are real property taxes paid to date?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Are you of good moral character having never been convicted of a felony?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

## D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description: W 91' Lot 21 Block 15 Orig Plat #140M

E. State Sales Tax Number 1041-6489-ST

F.  New License  Transfer? (\$150)  Re-issuance

**G. CERTIFICATE:** The undersigned applicant certifies under the penalties of perjury that all statements provided herein are correct; that the said applicant complies with all of the statutory requirements for the class of license being applied in SDCL 35-2-2.1 and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date <u>September 9, 2024</u>	Print Name <u>Jada Baltazer</u>	Signature <u>Jada Baltazer</u>
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**H. APPROVAL OF LOCAL GOVERNING BODY** Notice of hearing was published on 9/13/24. Public hearing on the application was held 10/7/24, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

## FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date

Renewal—no public hearing held:   
 Establishment is ineligible for video lottery:   
 Amount of fee collected with application: \$ 300.00  
 Amount of fee retained: \$ 150.00 CK\*  
 Forwarded with application: \$ 150.00 4501  
9/9/24

If disapproved, endorse reason thereon and return to applicant

**Uniform Alcoholic Beverage License Application**  
**(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP/LLC <i>Baltazars, LLC</i>		
Address of office and principal place of business of corporation/partnership/LP/LLC <i>204 S. Egan Ave</i>		
City <i>Madison</i>	State <i>SD</i>	Zip Code <i>57042</i>
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		[X] YES [ ] NO

Name, title of office, occupation, and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<i>Jada Baltazar</i>	<i>Owner</i>	<i>204 W. 5th St Rapid City, SD 57054</i>	<i>Restaurant owner</i>

Name of any officers, directors, partners, or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License	License #	Financial Interest Held	Address of Business Location
<i>Jada Baltazar</i>	<i>Liquor</i>	<i>RL-28222</i>	<i>100%</i>	<i>100 Hansine Ave Volga, SD 57071</i>
<i>Jada Baltazar</i>	<i>Beer/Wine</i>	<i>RLW-6663</i>	<i>100%</i>	<i>204 S. Egan Ave Madison, SD 57042</i>

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc.?

*Kate Nelson 11947 Valley View Rd Sisseton, SD 57262*

**With signature the applicant agrees to the following:**

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license that that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner <i>Jada Baltazar</i>	Date <i>9/9/2024</i>
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ORDINANCE NO. 1673

AN ORDINANCE ENTITLED, AN ORDINANCE TO REPEAL CHAPTER 18 OF THE REVISED ORDINANCE OF THE CITY OF MADISON RELATING TO FLOOD DAMAGE PREVENTION.

That Chapter 18 of the Revised Ordinances of the City of Madison, known as the Code of Ordinances, be replaced to read as follows:

**Chapter 18**

**FLOODS**

**ARTICLE I. IN GENERAL**

**Sec. 18-1. Statutory Authorization, Findings of Fact, Purpose and Methods.**

- (a) *Statutory authorization* The Legislature of the State of South Dakota has in SDCL 11-2-13 and 11-4-1 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Commission of Madison, South Dakota, does ordain as follows:

The City of Madison elects to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended). The National Flood Insurance Program (NFIP) is a voluntary program administered by the Federal Emergency Management Agency (FEMA), a component of the U.S. Department of Homeland Security, and the City of Madison's community officials have elected to join the program, participate, and enforce this Flood Damage Prevention Ordinance and the requirements and regulations of the NFIP. The NFIP, established in the aforesaid act, provides that areas of the City of Madison having a special flood hazard be identified by FEMA, and that floodplain management measures be applied in such flood hazard areas. Furthermore, the City of Madison may elect to administer the Flood Damage Prevention Ordinance to areas not identified as Special Flood Hazard Areas (SFHAs) by FEMA on the community's effective Flood Insurance Rate Map (FIRM), if the community has documentation to support that there is an inherent risk of flooding in such areas.

- (b) *Findings of fact:*

- (1) The flood hazard areas of the City of Madison are subject to periodic inundation by flood waters, which results in potential loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief; all of which adversely affect the public health, safety and general welfare of the inhabitants of the City of Madison.
- (2) These potential flood losses are caused by: the cumulative effect of obstructions in floodplains that are known to cause increases in flood heights and velocities; the occupancy of flood hazard areas by structures vulnerable to floods because they are inadequately elevated or otherwise unprotected from flood damages; and uses deemed unsuitable for floodplain areas or that do not account for the increased flood risk.

- (c) *Statement of purpose:* It is the purpose of this ordinance to promote the public health, safety and general welfare of the community and to minimize public and private losses due to flood

conditions in specific areas by provisions designed to:

- (1) To protect human life and health;
  - (2) Protect and safeguard the welfare and safety of first responders should an emergency response is needed;
  - (3) Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and
  - (4) Promote that potential buyers are notified if properties are in a flood area.
- (d) *Methods of reducing flood losses.* To accomplish the purposes outlined in Article I, Section C. Statement Of Purpose, this ordinance applies the following methods:
- (1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
  - (2) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
  - (3) Controls the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
  - (4) Controlling filling, grading, dredging, and other development which may increase flood damage; and
  - (5) Prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

(Code 1979, § 8.5-1; Ord. No. 954, art. I, § 23-123-4, 6-14-1982; Ord. No. 1479, 7-27-2009)

## **ARTICLE II. DEFINITIONS**

### **Sec. 18-2. Definitions.**

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application. (Ord. No. 954, Art. II, 23-10, 6-14-82)

*100-Year Flood* means a flood having a recurrence interval that has a 1-percent chance of being equaled or exceeded during any given year (1-percent-annual-chance flood). The terms “100-hundred-year flood” and “1-percent-annual-chance flood” are synonymous. The term does not imply that the flood will necessarily happen once every 100 hundred years. Mandatory flood insurance requirements may apply.

*100-Year Floodplain* means the area of land susceptible to being inundated due to the occurrence of a 1-percent-annual-chance flood.

*500-Year Flood* means a flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-annual-chance flood). The term does not

imply that the flood will necessarily happen once every 500 years and mandatory flood insurance requirement generally does not apply.

*500-Year Floodplain* means the area of land susceptible to being inundated due to the occurrence of a 0.2-percent-annual-chance flood.

*Accessory Structure* is a structure that is on the same parcel of property as a principal structure. Its use is incidental to the use of the principal structure the ownership of the accessory structure is the same owner as of the principal structure. An accessory structure is a non-residential structure of low value that is used solely for the parking of vehicles and storage of tools, materials, or equipment. No human habitation is allowed within an accessory structure.

*Addition* is any improvement that expands the enclosed footprint or increases the square footage of an existing structure. This includes lateral additions added to the side, front, or rear of a structure; vertical additions added on top of a structure; and enclosures added underneath a structure.

*Alluvial Fan Flooding* means flooding occurring on the surface of an alluvial fan or similar landform that originates at the apex. It is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

*Apex* means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant Structure—see Accessory Structure.

*Area of Future-Conditions Flood Hazard* means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood, based on future-conditions hydrology.

*Area of Shallow Flooding* means a designated AO, AH, AR/AO, or AR/AH zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

*Area of Special Flood-Related Erosion Hazard* is the land within a community that is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area, in preparation for publication of the FIRM, Zone E may be further refined.

*Area of Special Flood Hazard* is the land in the flood plain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, or V1-30, VE, or V. For purposes of these regulations, the term “special flood hazard area” is synonymous in meaning with the phrase “area of special flood hazard”.

*Base Flood* means the flood having a 1-percent chance of being equaled or exceeded in any given year.

*Base Flood Elevation (BFE)* is the water surface elevation of the 1-percent-annual-chance flood

event. It is the height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas. It is also the elevation shown on the FIRM and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1-percent chance of equaling or exceeding that level in any given year.

*Basement* means any area of the building having its floor subgrade (below ground level) on all sides. A walkout basement that does not require a step up to grade is not considered a basement. Best Available Data is existing flood hazard information adopted by a community and reflected on an effective FIRM, FBFM, FHBM and/or within an FIS report; or draft or preliminary flood hazard information supplied by FEMA or from another source. Other sources may include, but are not limited to, state, other federal agencies, or local studies, the more restrictive of which would be reasonably used by the community.

*Breakaway Wall* means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system. Any walls below the lowest floor in a building in a V or VE Zone should give way under wind and water loads without causing collapse, displacement, or other damage to the elevated portion of the building or the supporting pilings or columns. Breakaway walls apply only to V or VE Zones.

**Building**—see **Structure**.

*Channelization* means the artificial creation, enlargement, realignment, or alteration of a stream channel's slope, shape, or alignment. Streambank restoration may be deemed as channelization.

*Code of Federal Regulations (CFR)* is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

*Conditional Letter of Map Revision (CLOMR)* is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic and/or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFEs, and/or the SFHA. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be recognized by FEMA.

*Conditional Letter of Map Revision Based on Fill (CLOMR-F)* is FEMA's comment on a proposed structure or property. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be removed from the floodplain.

*Crawlspace* means an under-floor space that has its interior floor area (finished or not) no more than 4 feet from the bottom floor joist the next higher floor elevation, designed with proper openings that equalize hydrostatic pressures of flood water, and is not used for habitation. Reference: Article V, Section 18-23 d Crawlspace

*Critical Facility* means a facility or building where even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, schools, storage of critical records, assisted living and similar facilities.

*Deed Restriction* refers to a clause in a deed that limits the future use of the property in some

respect. Deed restrictions may impose a vast variety of limitations and conditions. For example, they may limit the density of buildings, dictate the types of structures that can be erected, or prevent buildings from being used for specific purposes or from being used at all.

Detached Garage is a building that is used solely for storage of materials or vehicle parking for up to four housing occupants. If a detached garage is designed or used for habitation or conducting business, or has multiple stories, then the building is not considered a detached garage under the NFIP.

*Development* means any human-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, demolition, excavation or drilling operations, or storage either temporary or permanent of equipment or materials.

*Elevated Building* is a non-basement building built, in the case of a building in Zone A1-30, AE, A, A99, AR, AO, AH, B, C, X and D, to have the top of the elevated floor above the ground level by means of pilings, columns (post and piers), or shear walls parallel to the flow of the water and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of a building in Zone A1-30, AE, A, A99, AR, AO, AH, B, C, X and D, an “elevated building” also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

*Enclosure* refers to an enclosed walled-in area below the lowest floor of an elevated building. Enclosures below the BFE may only be used for building access, vehicle parking, and storage.

*Erosion* means the process of the gradual wearing away of land masses by wind, water, or other natural agents.

*Existing Construction* refers to structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. It may also be referred to as Existing Structures.

*Existing Manufactured Home Park or Subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Existing Structures—see Existing Construction.

*Expansion to an Existing Manufactured Home Park or Subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

*FEMA* means the Federal Emergency Management Agency.

*Fill* refers to the placement of materials, such as dirt, sand, or rock to elevate a structure, property, or portion of a property above the natural elevation of the site, regardless of where the material was obtained from. The common practice of removing unsuitable material and replacing with engineered material is not considered fill if the elevations are returned to the existing conditions.

Any fill placed or used prior to the area being mapped as a flood hazard area is not deemed as fill.

*Flood or Flooding* means:

- (1) A general and temporary condition of partial or complete inundation of normally dry land areas from:
- (2) The overflow of inland or tidal waters.
- (3) The unusual and rapid accumulation or runoff of surface waters from any source.
- (4) Mudslides (i.e., mudflows) that are proximately caused by flooding as defined in this ordinance and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (5) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this ordinance.

*Flood Insurance Manual* is the document FEMA produces twice a year and is used to write flood insurance policies underwritten by the NFIP. The document contains definitions, policy rates, coverage and limitations, application and insurance policy forms.

*Flood Insurance Rate Map (FIRM)* means an official map of a community, on which the Administrator has delineated both the SFHAs and the risk premium zones applicable to the community.

*Flood Insurance Study (FIS)* or Flood Elevation Study means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

*Floodplain Development Permit* is a community issued permit or document that is used for any development that occurs within an SFHA identified by FEMA or the community. It is used to address the proposed development to ensure compliance with the community's ordinance.

*Floodplain or Flood-Prone Area* means any land area susceptible to being inundated by water from any source whether or not identified by FEMA (see definition of Flooding).

*Floodplain Management* means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, mitigation plans, and floodplain management regulations.

*Floodplain Management Regulations* means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for flood damage prevention and reduction.

*Flood Opening* refers to an opening in the wall of an enclosed structure that allows floodwaters to

automatically enter and exit the enclosure. Refer to FEMA Technical Bulletin 1.

*Flood Protection System* means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to an SFHA and to reduce the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized, flood modifying works are those constructed in conformance with sound engineering standards. FEMA only accredits levees, both private and public, that have been certified by a professional engineer or firm in which the certification shows that the levee have met and continue to meet the minimum regulatory standards cited in Title 44, Chapter 1, Section 65.10 of the Code of Federal Regulations (44 CFR 65.10).

*Floodproofing* means any combination of structural and non-structural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. Floodproofing can either be accomplished in the form of dry floodproofing in which the structure is watertight below the levels that need flood protection, or wet floodproofing in permanent or contingent measures applied to a structure that prevent or provide resistance to damage from flooding, while allowing floodwaters to enter the structure or area.

Floodway—see Regulatory Floodway.

*Floodway encroachment lines* mean the lines marking the limits of floodways on federal, state, and local flood plain maps.

*Freeboard* means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

*Functionally Dependent Use* means a development that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and repair facilities. It does not include long-term storage or related manufacturing facilities.

*Highest Adjacent Grade (HAG)* means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. In AO Zones, the highest adjacent grade is utilized by comparing the lowest floor elevation to that of the highest adjacent grade and the depth of the AO Zone.

*Historic Structure* means any structure that is:

- (6) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (7) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

- (8) Individually listed on a state inventory of historic places in states with historic reservation programs that have been approved by the Secretary of the Interior; or
- (9) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - (a) By an approved state program as determined by the Secretary of the Interior, or
  - (b) Directly by the Secretary of the Interior in states without approved programs.

*Letter of Map Amendment (LOMA)* means an official amendment, by letter, to an effective FIRM. A LOMA establishes a property's location in relation to the SFHA. It is usually issued because a property or structure has been inadvertently mapped as being in the floodplain, when the property or structure is actually on natural high ground above the BFE.

*Letter of Map Revision (LOMR)* means FEMA's modification or revision to an entire or portion of the effective FIRM, or Flood Boundary and Floodway Map, or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFEs, or the SFHA.

*Letter of Map Revision Based on Fill (LOMR-F)* means FEMA's amendment, by letter, to an effective FIRM where fill was brought in or used to elevate a property, portion of property or structure above the BFE.

*Levee* means a man-made structure usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

*Levee System* means a flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

*Lowest Adjacent Grade (LAG)* means the lowest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. For an existing structure, it means the lowest point where the structure and ground touch, including but not limited to attached garages, decks, stairs, and basement windows.

*Lowest Floor* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Section 60.3.

*Manufactured Home* means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle"; however, a manufactured home may be used for both residential and non-residential use.

*Manufactured Home Park or Subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Map* means the FHBM or the FIRM for a community issued by FEMA.

*Mean Sea Level* means, for purposes of the NFIP, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which BFEs shown on a community's FIRM are referenced.

*Mixed Use Structures* are structures with both a business and a residential component, but where the area used for business is less than 50 percent of the total floor area of the structure.

*New Construction* means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures. For the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.

*New Manufactured Home Park or Subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

*No-Rise Certifications* are formal certifications signed and stamped by a professional engineer licensed to practice in the state, demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that a proposed development will not result in any increase (0.00 feet) in flood levels within the community during the occurrence of a base flood event.

*Physical Map Revision (PMR)* is FEMA's action whereby one or more map panels are physically revised and republished.

*Recreational Vehicle* means a vehicle which is:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily, not for use as a permanent dwelling but, as temporary living quarters for recreational, camping, travel, or seasonal use.

*Regulatory Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

*Riverine* means relating to, formed by, or resembling a river (including tributaries), stream, brook, creek, etcetera, which can be intermittent or perennial.

*Section 1316* refers to the section of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property that the Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Section 1316 is issued for a property, not a property owner, and remains with the property even after a change of ownership.

Special Flood Hazard Area—see Area of Special Flood Hazard.

*Start of Construction* (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

*Structure* means, for floodplain management purposes, a walled and roofed building, culvert, bridge, dam, or a gas or liquid storage tank that is principally above ground, as well as a manufactured home. Structure, for insurance purposes, means:

- (1) A building with two or more outside rigid walls and a fully secured roof, which is affixed to a permanent site;
- (2) A manufactured home (“a manufactured home,” also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
- (3) A travel trailer without wheels built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.
- (4) For insurance purposes, “structure” does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

*Substantial Damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

*Substantial Improvement* means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed.

The term does not, however, include:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and are the minimum necessary to assure safe living conditions; or
- (2) Any alteration of a “historic structure”, if the alteration will not preclude the structure's continued designation as a “historic structure.”

*Variance* means a grant of relief by a community from the terms of a flood plain management regulation. Reference: Article IV, Section 18-18 Variance Procedures

*Violation* means the failure of a structure or other development to be fully compliant with the

community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Sections 44 CFR 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

*Water Surface Elevation* means the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies, such as the 1-percent-annual-chance flood event, in the flood plains of coastal or riverine areas.

*Watercourse* means the channel and banks of an identifiable water in a creek, brook, stream, river, ditch or other similar feature.  
(Code 1979, § 8.5-20, 8.5-21; Ord. No. 954, art. II, § 23-10, 6-14-1982; Ord. No. 1081, 2-2-1989; Ord. No. 1407, 6-26-2006; Ord. No. 1479, 7-27-2009)

### **ARTICLE III. GENERAL PROVISIONS**

#### **Sec. 18-3. Lands to Which This Ordinance Applies.**

The ordinance shall apply to all areas of special flood hazard identified by FEMA or, if elected in Article III, Section 18-5 Use of Best Available Data, areas of identified and documented flood risk supported using Best Available Data within the jurisdiction of the City of Madison.  
(Code 1979, § 8.5-2; Ord. No. 1081, 2-2-1989; Ord. No. 1479, 7-27-2009)

#### **Sec. 18-4. Basis for Establishing the Areas of Special Flood Hazard**

The areas of special flood hazard identified by FEMA in a scientific and engineering report entitled, "The Flood Insurance Study for The City of Madison, Lake County South Dakota and Incorporated Areas" dated November 21, 2024, accompanying FIRMs, and any Letters of Map Change including Letters of Map Amendment, Letters of Map Revision based on Fill, and Letters of Map Revision, thereto are hereby automatically adopted by reference and declared to be a part of this ordinance.  
(Code 1979, § 8.5-3; Ord. No. 1081, 2-2-1989; Ord. No. 1479, 7-27-2009)

#### **Sec. 18-5. Use of Best Available Data.**

##### **Higher Standard Option**

The community has elected to adopt Best Available Data, defined in Article III Section 18-3 Lands to Which This Ordinance Applies, to regulate floodplain development in addition to utilizing the effective FIRMs, FHBM, FIS, and/or FBFM. Where Best Available Data contradicts the FIRMs, FHBM, FIS, and/or the FBFM, the more restrictive data shall be utilized.

#### **Sec. 18-6. Establishment of Floodplain Development Permit**

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

#### **Sec. 18-7. Abrogation and Greater Restrictions.**

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall

prevail.

(Code 1979, § 8.5-5; Ord. No. 954, art. III, § 23-20, 6-14-1982; Ord. No. 1479, 7-27-2009)

### **Sec. 18-8. Interpretation.**

In the interpretation and application of this ordinance, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Code 1979, § 8.5-6; Ord. No. 954, art. III, § 23-21, 6-14-1982; Ord. No. 1479, 7-27-2009)

### **Sec. 18-9. Warning and disclaimer of liability.**

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by human-made or natural causes.

This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

(Code 1979, § 8.5-7; Ord. No. 954, art. III, § 23-22, 6-14-1982; Ord. No. 1479, 7-27-2009)

### **Sec. 18-10. Severability.**

If any section, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court, the remainder of the ordinance shall not be affected.

### **Sec. 18-11. Compliance.**

No structures or developments including buildings, recreation vehicles, or manufactured homes or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations. Nothing herein shall prevent the City of Madison Commission from taking such lawful action as is necessary to prevent or remedy any violations.

(Code 1979, § 8.5-4; Ord. No. 954, art. III, § 23-19, 6-14-1982; Ord. No. 1479, 7-27-2009)

### **Sec. 18-12. Stop Work Order**

(a) Authority. Whenever the floodplain administrator or other community official discovers any work or activity regulated by this ordinance being performed in a manner contrary to the provision of this ordinance, the floodplain administrator is authorized to issue a stop work order.

(b) Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work

will be permitted to resume.

- (c) Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by local or state law including but not limited to the penalties outlined in Article III, Section 18-13 Penalties for Noncompliance.

### **Sec. 18-13. Penalties for Noncompliance.**

In accordance with Section 59.2(b) of CFR 44, Chapter 1, of the NFIP regulation, to qualify for the sale of federally subsidized flood insurance, a community must adopt floodplain management regulations that meet or exceed the minimum standards of Section 60. “These regulations must include effective enforcement provisions.” In accordance with Section 60.1(b) of CFR 44, Chapter 1, of the NFIP regulations, “These regulations must be legally-enforceable, applied uniformly throughout the community to all privately and publicly owned land within flood-prone (i.e. mudflow) or flood-related erosion areas, and the community must provide that the regulations take precedence over less restrictive conflicting local laws, ordinances, or codes.”

(THEREFORE: The following is suggested wording for a penalty clause to be included and adopted with your flood damage prevention ordinance. Wording should be modified as necessary to reflect specific local statutory provisions upon consultation with your city/state’s attorney.)

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$100 or imprisoned for not more than 30 days, or both, for each violation assessed daily, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent The City of Madison from taking such other lawful action as is necessary to prevent or remedy any violation. (Code 1979, § 8.5-8; Ord. No. 954, art. III, § 23-19, 6-13-1982; Ord. No. 1479, 7-27-2009; Ord. No. 1647, § 2, 4-4-2022)

## **ARTICLE IV. ADMINISTRATION**

### **Sec. 18-14. Designation of the Floodplain Administrator.**

The City of Madison Director of Engineering and Community Development is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of the NFIP Regulations and 44 CFR pertaining to floodplain management.

(Code 1979, § 8.5-31; Ord. No. 954, art. IV, 23-29, 6-14-1982; Ord. No. 1407, 6-26-2006; Ord. No. 1479, 7-27-2009)

### **Sec. 18-15. Duties and responsibilities of the administrator.**

Duties of the Floodplain Administrator shall include, but not be limited to:

- (a) Uphold the goals of the community and the NFIP to reduce risk when possible and increase the community’s resistance to future disasters.

- (b) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance, including the actual elevation of the lowest floor (including basement or crawlspace) of all new or substantially improved structures and any floodproofing certificates, including the data supporting such certificates.
- (c) Maintain and hold open for public inspection maps that identify and locate the boundaries of the SFHAs to which this ordinance applies, including, but not limited to, the FIRM.
- (d) Review development proposals to determine whether a proposed building site, including sites designed for the placement of manufactured homes, will be reasonably safe from flooding.
- (e) Review, approve, or deny all applications for development permits required by adoption of this ordinance.
- (f) Ensure that all necessary permits have been obtained from those federal, state, or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334 and the Endangered Species Act of 1973) from which prior approval is required.
- (g) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (h) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the South Dakota Office of Emergency Management, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.
- (i) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation.
- (j) When BFE data has not been provided by FEMA, the Floodplain Administrator shall obtain, review, and reasonably utilize any BFE data and floodway data available from a federal, state, or other source including data provided by the applicant, in order to administer the provisions of this ordinance.
- (k) When a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30, AE, and AH on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than 1.00 foot at any point within the community.
- (l) Under the provisions of 44 CFR Chapter 1, Section 65.12 of the NFIP Regulations, a community may approve certain development in Zones A1-30, AE, and AH on the community's FIRM, which increases the water surface elevation of the base flood by more than 1.00 foot, provided that the community first meets the requirements of Section 65.12 for a conditional FIRM revision through FEMA's CLOMR process.
- (m) In addition to utilizing the effective FIRMs, FIS, Flood Boundary and Floodway Map, all permit reviews will utilize Best Available Data. Reference Article II Section 8-5 Use of Best Available Data.
- (n) If the project is determined or reasonably believed to cause an adverse effect on the BFE(s), boundaries of the floodplain or any insurable structures, technical justification for the proposed development shall be submitted and the community may require a CLOMR or LOMR to be submitted prior to the permit approval or as a requirement of the

permit.

(Code 1979, § 8.5-32; Ord. No. 1081, 2-2-1989; Ord. No. 1407, 6-26-2006; Ord. No. 1479, 7-27-2009)

#### **Sec. 18-16. Requirement to Submit New Technical Data**

- (a) The property owner or developer shall notify FEMA by submittal of a LOMR within 6 months of project completion when an applicant had obtained a CLOMR from FEMA or when development altered a watercourse, modified floodplain boundaries, or modified BFE.
- (b) The property owner or developer shall be responsible for preparing technical data to support the CLOMR or LOMR application and paying any processing or application fees to FEMA. The property owner or developer is responsible for submitting the CLOMR and LOMR to FEMA and shall provide all necessary data to FEMA if requested during the review process to ensure the CLOMR or LOMR is issued.
- (c) The Floodplain Administrator shall be under no obligation to sign the Community Acknowledgement Form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this ordinance and all applicable state federal, and local laws.

#### **Sec. 18-17. Permit Procedures**

Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to:

- (a) Duplicated plans drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations.
- (b) Duplicated plans drawn to scale showing the location, dimensions, and elevation of existing and proposed structures, including the placement of manufactured homes.
- (c) Location of the foregoing in relation to SFHAs.
- (d) Elevation (in relation to mean sea level), of the lowest floor (including basement and crawlspace) of all new and substantially improved structures, if applicable;
- (e) Elevation (in relation to mean sea level), to which any nonresidential structure (if applicable) shall be floodproofed.
- (f) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure (if applicable) shall meet the floodproofing criteria of this ordinance and the NFIP Regulations.
- (g) Description of the extent to which any watercourse or natural drainage will be altered or relocated because of proposed development, if applicable.
- (h) At the community's discretion, the community may charge a fee for issuance of floodplain development permits.
- (i) Copies of all floodplain development permits and the associated documents shall become property of the community and a permanent record.

Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

- (a) The danger to life and property due to flooding or erosion damage.
- (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- (c) The danger that materials may be swept onto other lands to the injury of others.
- (d) The compatibility of the proposed use with existing and anticipated development.
- (e) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems.
- (g) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site.
- (h) The necessity to the facility of a waterfront location, where applicable.
- (i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
- (j) The relationship of the proposed use to the comprehensive plan for that area.  
(Code 1979, § 8.5-30; Ord. No. 954, art. IV, 23-28, 6-14-1982; Ord. No. 1407, 6-26-2006; Ord. No. 1479, 7-27-2009)

**Sec. 18-18. Variance procedure.**

- (a) Variance
  - (1) An application for a variance must be submitted to the Flood Plain Administrator on the form provided by the City of Madison and include at a minimum the same information required for a development permit and an explanation for the basis for the variance request.
  - (2) Upon receipt of a completed application for a variance, the variance request will be set for public hearing at the next City of Madison Commission meeting in which time is available for the matter.
  - (3) Prior to the public hearing, Notice of the hearing will be published in the official newspaper of the City of Madison at least 15 days prior to the hearing. In addition to the newspaper publication, written notice shall be provided to all adjoining property owners.
  - (4) The burden to show that the variance is warranted and meets the criteria set out herein is on the applicant.
- (b) Criteria for Variances
  - (1) Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a small or irregularly shaped lot contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.

- (2) Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.
- (3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (4) Variances may be issued upon;
  - i. A showing by the applicant of good and sufficient cause;
  - ii. A determination that failure to grant the variance would result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws and ordinances.
- (5) Variances pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods.

(c) Variance Decision

The decision to either grant or deny a variance shall be in writing and shall set forth the reasons for such approval or denial. If the variance is granted, the property owner shall be put on notice along with the written decision that the permitted building will have its lowest floor below the Flood Protection Elevation and that the cost of flood insurance likely will be commensurate with the increased flood damage risk.

(d) Appeals

The City of Madison Commission shall hear and decide appeals from the interpretations of the Administrator.

- (1) An appeal must be filed with the Flood Plain Administrator within fourteen (14) days of the date of any permit denial or interpretation of the Administrator. Failure to timely file an appeal shall be considered a failure to exhaust the administrative remedies. The appeal must set out the interpretation of the Administrator and a narrative setting forth the facts relied upon by the appellant and the appellants claim regarding the error in the interpretation.
- (2) Upon receipt of a completed appeal, the appeal will be scheduled for the next available City of Madison Commission meeting to be heard. In ruling on an appeal, the City of Madison Commission shall consider all technical evaluations, all relevant factors, and standards specified in other sections of this ordinance, including:
  - (a) The danger that materials may be swept onto other lands to the injury of others;
  - (b) The danger to life and property due to flooding or erosion damage;
  - (c) The susceptibility of the proposed facility and its contents to flood damage and the effects of such damage on the individual landowner;
  - (d) The importance of the services provided by the proposed facility to the community;
  - (e) The necessity of the facility to a waterfront location, where applicable;
  - (f) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

- (g) The compatibility of the proposed use with existing and anticipated development;
- (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (i) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
- (k) The cost of providing government services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

(e) Decision

The City of Madison’s decision on appeal shall be in writing and set out the facts, technical information, and the legal basis for the decision.

(Code 1979, § 8.5-33; Ord. No. 954, art. IV, 23-31, 6-14-1982; Ord. No. 1081, 2-2-1989; Ord. No. 1407, 6-26-2006; Ord. No. 1479, 7-27-2009)

**ARTICLE IV. PROVISIONS FOR FLOOD HAZARD REDUCTION**

**Sec. 18-19. General standards.**

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

- (a) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- (b) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (c) All new construction or substantial improvements shall be constructed with materials resistant to flood damage.
- (d) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (e) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (f) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters.
- (g) On-site waste disposal systems shall be designed or located to avoid impairment to them or contamination from them during flooding.

**Sec. 18-20. Substantial Improvement.**

Any combination of repair, reconstruction, rehabilitation, addition, or improvement of a building or structure, if the cumulative cost of the entire project equals or exceeds 50 percent of the market value of the structure only (not of the structure and land value combined) before the improvement or repair is started then the work shall be considered as substantial improvement. If the structure has sustained substantial damage, any repairs are considered substantial improvements regardless of the actual repair work performed. For Substantial Damage, refer to Article V, Section 18-21 Substantial Damage. The term does not, however, include either:

- (a) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (b) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

#### **Sec. 18-21. Substantial Damage.**

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure only before the damage occurred. This term also applies to structures which have incurred any damage that equals or exceeds 50 percent of the structure's market value regardless of the actual repair work performed. When a structure or building has been determined as substantially damaged, any work or repair on said structure or building will be considered as substantial improvement and will be required to meet the development requirements set forth within this ordinance for substantial improvement.

(Code 1979, § 8.5-40; Ord. No. 954, art. V, § 23-37, 6-14-1982; Ord. No. 1081, 2-2-1989; Ord. No. 1479, 7-27-2009)

#### **Sec. 18-22. Substantial Improvement and Substantial Damage Determination.**

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the applicable community officials and staff, shall:

- (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure only, not of land and building, before the start of construction of the proposed work. In the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
- (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure.
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the Article V, Section 18-20, Substantial Improvement.
- (d) Utilize FEMA's Substantial Improvement/Substantial Damage Desk Reference when making any determination on Substantial Improvement and/or Substantial Damage.
- (e) The substantial improvement regulations apply to all of the work that is proposed as the improvement, even if multiple permits are issued. Therefore, the determination of

the cost of the improvement should consider all costs of all phases of the work before issuance of the first permit.

- (f) Notify the applicant that if it is determined that the work constitutes substantial improvement or repair of substantial damage, that compliance with the floodplain management ordinance is required.

(Code 1979, § 8.5-40; Ord. No. 954, art. V, § 23-37, 6-14-1982; Ord. No. 1081, 2-2-1989; Ord. No. 1479, 7-27-2009)

### **Sec. 18-23. Specific Standards**

In all SFHAs, and if ARTICLE III, SECTION B.1 USE OF BEST AVAILABLE DATA has been selected, areas of known or suspected flood risk areas, the following provisions are required:

#### **(a) Residential Construction**

- (1) New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to the BFE, unless a freeboard option is noted below. If a freeboard option is noted, new construction and substantial improvement shall have the lowest floor (including basement) elevated to the freeboard elevation. A registered professional engineer, architect, or land surveyor shall submit certified elevations to the Floodplain Administrator that the standards of this ordinance are satisfied.
- (2) In AO/AH Zones, new and substantially improved residential structures must have their lowest floor (including basement) above the highest adjacent grade at least one foot above the FIRM's depth number (at least three feet if no depth number is specified). In AO/AH Zones, adequate drainage paths around structures on slopes are required to guide flood waters away from proposed structures.
- (3) Residential Construction Freeboard
  - a) The City of Madison has elected to adopt a freeboard option for new construction and substantial improvement of any residential structure. The freeboard option requires that lowest floor elevation to be built above the BFE by the height selected. The City of Madison has elected a:
    - 1. 1 feet of freeboard meaning the lowest floor must be built 1 feet above the BFE.

#### **(b) Nonresidential Construction**

- (1) New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement) elevated to the base flood level, unless a freeboard option is noted below, or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification that includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain

Administrator. If the use or occupancy of the building changes in the future to residential, then the dry floodproofing of the structure cannot be used when determining compliance of the structure to the residential construction of this ordinance, ARTICLE V, SECTION B.1 RESIDENTIAL CONSTRUCTION and ARTICLE V, SECTION B.1.1 RESIDENTIAL CONSTRUCTION FREEBOARD. As such, the building will not be grandfathered into compliance and will be required to be brought into compliance with the residential construction requirements of this ordinance.

- (2) In AO/AH Zones, new and substantially improved non-residential structures must have their lowest floor (including basement) above the highest adjacent grade at least one foot above the FIRM's depth number (at least three feet if no depth number is specified). In AO/AH Zones, adequate drainage paths around structures on slopes are required to guide flood waters away from proposed structures.
- (3) Nonresidential Construction Freeboard
  - a) The City of Madison has elected to adopt a freeboard option for new construction and substantial improvement of any nonresidential structure. The freeboard option requires that lowest floor elevation to be built above the BFE by the height selected. The City of Madison has elected a:
    1. 1 feet of freeboard meaning the lowest floor must be built 1 feet above the BFE.

(c) Enclosures

- (1) New construction and substantial improvements, with fully enclosed areas below the lowest floor that are to be used solely for parking of vehicles, building access, or storage in an area other than a basement, and are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or must meet or exceed the following minimum criteria:
  - a) A minimum of two openings having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.
  - b) The bottom of all openings shall be no higher than 1 foot above grade.
  - c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (2) The development and construction of the structure must conform with the provision in FEMA/Federal Insurance Administration (FIA)-Technical Bulletins 1 and 2. Certification and documentation from a professional, licensed engineer or architect is required if the structure's lowest floor is built below the BFE.

(d) Crawlspace

- (1) New construction and substantial improvements built on a crawlspace or sub-grade (below grade) crawlspace may be permitted if the development is designed and meets or exceeds the standards found in FEMA's Technical Bulletins 1, 2, and 11, which include but are not limited to the following:

- a) The structure must be affixed to a permanent foundation, designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Because of hydrodynamic loads, crawlspace construction is not allowed in areas with flood velocities greater than 5 feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer.
- b) The crawlspace is an enclosed area below the BFE and, as such, must have openings that equalize hydrostatic pressures by allowing the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be no more than 1 foot above the LAG.
- c) The crawlspace enclosure must have proper openings that allow equalization of hydrostatic pressure by allowing automatic entry and exit of floodwaters. To achieve this, a minimum of 1 square inch of flood opening is required per 1 square foot of the enclosed area subject to flooding.
- d) Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, piers, or other materials that extend below the BFE. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters.
- e) Any building utility systems within the crawlspace must be elevated above the BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions.
- f) The interior grade of a crawlspace below the BFE must not be more than 2 feet below the LAG.
- g) The height of the below-grade crawlspace, measured from the lowest interior grade of the crawlspace floor to the bottom of the floor joist of the next higher floor cannot exceed 4 feet at any point.
- h) There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event.
- i) Buildings with below-grade crawlspaces will have higher flood insurance premiums than buildings that have the preferred crawlspace construction, with the interior elevation at or above the LAG.

(e) Manufactured Homes

- (1) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- (2) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites outside of a

manufactured home park or subdivision;) in a new manufactured home park or subdivision; in an expansion to an existing manufactured home park or subdivision; or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated at least 1 foot above the BFE, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- (3) In A-1-30, AH, AO and AE Zones, require that manufactured homes to be placed or substantially improved in an existing manufactured home park to be elevated so that the lowest floor is at least 1 foot above the BFE; or the chassis is supported by reinforced piers no less than 36 inches in height above grade and securely anchored.

(f) Recreational Vehicles

Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:

- (1) Be on the site for fewer than 180 consecutive days and be fully licensed and ready for highway use;
  - (a) A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.
- (2) Or meet the permit requirements of Article IV, Section 18-17, Permit Procedures, and the elevation and anchoring requirements for "manufactured homes" of this section.

**Sec. 18-24. Standards for Subdivision Proposals**

- (a) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with the provisions of this ordinance.
- (b) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (c) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of this ordinance.
- (d) BFE data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions, which is greater than 50 lots or 5 acres, or whichever is lesser.
- (e) All subdivision proposals including the placement of manufactured home parks and subdivisions shall minimize flood damage.
- (f) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(Code 1979, § 8.5-40; Ord. No. 954, art. V, § 23-37, 6-14-1982; Ord. No. 1081, 2-2-1989; Ord. No. 1479, 7-27-2009)

**Sec. 18-25. Specific Standards**

Floodways located within SFHAs are extremely hazardous areas due to the velocity of flood waters that carry debris, potential projectiles, and erosion potential, the following provisions shall apply:

- (a) Designate a regulatory floodway that will not increase the base flood level more than 1 foot.
  - (b) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase greater than 0.00 feet in flood levels within the community during the occurrence of the base flood discharge.
  - (c) All new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article V in this ordinance.
  - (d) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the NFIP Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for a conditional LOMR and floodway revision through FEMA.
- (Code 1979, § 8.5-41; Ord. No. 1081, 2-2-1989)

CITY OF MADISON

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Finance Officer

1<sup>st</sup> Reading:  
2<sup>nd</sup> Reading:

## NOTICE OF INTENT

Notice is hereby given that the City of Madison intends to file an application for Federal Assistance for the replacement of water and wastewater lines with the United States Department of Agriculture-Rural Development Water and Environmental Loan and/or Grant Program. Federal Assistance will be used to finance the improvements to the City's water and wastewater lines, structures and associated appurtenant items as part of the Egan Avenue Reconstruction project.

By Order of the Board of Commissioners  
City of Madison  
Madison, South Dakota  
Amy Sad  
Finance Officer

## 2019 INFRASTRUCTURE DISASTER RECOVERY PROGRAM APPLICATION

Entity Name: **City of Madison**

County: **Lake County**

Entity Point of Contact: **Amy Sad**

Entity Address: **116 West Center Street, Madison, SD 57042**

Entity Point of Contact Phone #: **605-256-7502**

Financial Contact (if different from entity point of contact):

Financial Contact Phone # (if different from entity point of contact):

1. Are you an applicant of any Presidentially declared disaster in 2019:

- Yes  
 No

If yes, which disasters, check all that apply:

- 4440 – incident period March 13-April 26, 2019  
 4463 – incident period May 21-June 7, 2019  
 4467 – incident period June 30-July 21, 2019  
 4469 – incident period September 9-26, 2019

2. Amount of advance requested: \$ **3,593,704.43**

3. Explain revenue source to pay for advance if requesting more than 75% of the total project:

4. Estimated start of construction date (enter as MM/DD/YYYY): **05/15/2024**

5. Required information to submit with application:

- Quotes or bids for the advance amount requested  
 Most recent audit, financial statement, or bank statement to demonstrate financial need  
 Hazard Mitigation grant proposal (attached form) submitted to SDOEM for a mitigation project for your entity

Email completed application to [oeminfo@state.sd.us](mailto:oeminfo@state.sd.us) or mail to South Dakota Office of Emergency Management, 221 South Central Avenue, Pierre, SD 57501

2019 Infrastructure Disaster Recovery Program Overview attached hereto and hereby incorporated by reference.

01/06/2020

## 2019 Infrastructure Disaster Recovery Program Overview

- In 2019 South Dakota experienced unprecedented storms, flooding and damage to homes, businesses and our public infrastructure, particularly roads.
- Recovery efforts are ongoing but have been delayed by continuous precipitation and flooding since March 2019.
- The state is a willing partner with local government in this recovery process and will, at the request of local officials and legislators, provide financial support to make our infrastructure whole again.

### The Current Disaster Recovery Process (Infrastructure)

- FEMA Public Assistance (PA) funds reimburse eligible applicants for infrastructure repair costs.
- Following a Presidential disaster declaration, cities, counties, townships, and tribes that have sustained damage submit a Request for Public Assistance to the South Dakota Office of Emergency Management. This document serves as notice to the state and FEMA that the entity intends to request reimbursement for damage and repair costs.
- State and FEMA officials work with each applicant to document infrastructure damage and write project worksheets that lay out repair specifications and corresponding costs.
- Each PA project has the following project cost breakdown:

75% federal share (paid by FEMA PA)  
 + 15% non-federal share (paid by the applicant)  
 + 10% non-federal share (paid by the state)  
 100% project cost

### 2019 Infrastructure Disaster Recovery Program

- Cities, counties, townships, and tribes may apply for state general fund advances from the Emergency and Disaster Fund to provide cash flow for infrastructure repairs.
- These governments can receive an advance equal to the 75% federal share plus the applicant's 15% portion of the non-federal share, for a total of 90% of project costs.
- Several projects can be covered in one advance.
- Payment to the state for 75% of the advance must be submitted immediately by the applicant following the FEMA pass-through project reimbursement from the state. The state will provide a billing notice for the repayment of advance funds. Payment to the state for the advanced funds are due upon receipt of the billing notice. Advanced state general funds for the applicant's 15% portion of the total project cost must be repaid to the state within seven years.
- Applicants requesting a state general funds advance must:
  - Be an eligible applicant and be a subrecipient of the state in one of the four Presidential disasters declared in 2019 (submit RPA), and have a FEMA-eligible project;
  - Submit an application to the South Dakota Office of Emergency Management;
  - Sign an agreement;
  - Provide financial statements/audits to demonstrate a need for the advance;
  - Provide proof of an ongoing funding source to repay the advanced state general funds;
  - Provide quotes in accordance with state law for eligible "shovel-ready" projects;
  - Submit a mitigation project proposal; and
  - Follow FEMA requirements.
- Interest will be applied eighteen months from the date of the original agreement OR the final FEMA funding date.
- No interest will be applied to FEMA federal funds.
- General funds will not be advanced until 30 days prior to the start of a project.



SOUTH DAKOTA  
 DEPARTMENT  
 OF PUBLIC SAFETY  
 prevention — protection — enforcement  
 EMERGENCY MANAGEMENT

## Hazard Mitigation Proposal Application

1. Type of disaster causing damage:  
 Flood  Blizzard  Tornado  Wildfire
2. Type of Project:  
 Acquisition  Relocation  Elevation  Flood protection  Storm Shelter  Power Line  
 Burial  Other

**Acquire land & build retention pond and dam on northwest edge of city to control flow of water into Madison's creek beds.**

**Line sides of creek beds in bottleneck areas to decrease the debris build up.**

Project Description:

Project Location (please provide in Latitude/Longitude in decimal format)

**44.015404, -97.131070**

**Specific locations to be determined by mitigation study.**

Describe damage caused by disaster

**2019 flood caused damage to many homes and businesses near the creek areas forcing some homeowners to leave their homes due to inhabitability. Others have suffered significant financial losses when insurance failed to meet the cost to replace the damage.**

Describe how this project will eliminate or reduce the effects of future disasters

**Building a retention pond and dam will reduce the flow of water entering the creek and should reduce the number of homes in the flood plain.**

Project cost estimate

**A mitigation study is being performed to provide further recommendations and cost estimates.**

BID TABULATION SHEET  
**BID NO. 962**  
**City Library Ramp Project 24-958**  
 Madison, South Dakota

2:00 PM

10/1/2024

NAME OF BIDDER	ACKNOWLEDGE ADDENDUM	BID SURETY	BASE BID	ALTERNATE #1	TOTAL BID BASE PLUS ALT 1
Hegg Construction, LLC 4930 S Western Ave Suite 101 Sioux Falls, SD 57108	N/A	10% BB	\$200,102.65	\$21,923.00	\$222,025.65



Banner Associates, Inc.  
409 22nd Avenue South  
Brookings, SD 57006  
Tel 605.692.6342  
Toll Free 855.323.6342  
[www.bannerassociates.com](http://www.bannerassociates.com)

October 3, 2024

Ryan Hegg  
City of Madison  
116 West Center Street  
Madison, South Dakota 57042

Re: Award Recommendation – Madison Park Creek Wall Improvements - Site 2  
BAI. No. 23124.00

Dear Mr. Hegg:

Attached hereto is one (1) copy of the Certified Bid Tabulation for the Madison Park Creek Wall Improvements – Site 2 project. Bids were received and opened on September 19, 2024 for the unit price project. A total of two (2) Bids were received and opened for the projects.

Bids ranged from \$4,287,401.00 to \$6,834,797.38. The low Bid was submitted by Kesteloot Excavation and Dirt Work Services, LLC from Madison, SD in the amount of \$4,287,401.00. The engineer’s opinion of probable construction costs for this project is \$5,022,263.00.

Banner has communicated the bid results to SD Emergency Management. This agency is not able to provide concurrence on bid award but has verbally provided support for awarding the project.

Kesteloot Excavation and Dirt Work Services, LLC is currently completing work for the City of Madison under the Park Creek Walls Site 1 and Site 3 Improvements Contract. They have been found to be a responsive and responsible bidder.

Documentation submitted with the Bid appears to be in order, Banner Associates, Inc. recommends the City of Madison award the Park Creek Walls Site 2 construction contract to Kesteloot Excavation and Dirt Work Services, LLC in the amount of \$4,287,401.00.



Page 2

If you have any questions, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, which appears to read "Weston J. Blasius". The signature is fluid and cursive.

Weston J. Blasius, PE  
Banner Associates, Inc.

Encl. Certified Bid Tabulation  
Kesteloot Excavation and Dirt Work Services, LLC, Low Bid



BAI NO 23124.00.30  
 Certified By: Weston J. Blasius

**BID TABULATION**

PROJECT Madison Park Creek Walls Site 2  
 LOCATION Madison, SD  
 BID DATE September 19, 2024

Engineer's Estimate						Kesteloot Excavation and Dirt Work Services, LLC Madison, SD		Metro Construction Tea, SD		
SPEC. SECTION	DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	
<b>BASE BID</b>										
<b>GENERAL</b>										
1	01 7113-2.3	Mobilization, Bonds & Insurance	LS	1	\$400,000.00	\$400,000.00	\$980,000.00	\$980,000.00	\$1,204,400.00	\$1,204,400.00
2	01 0000-5.4	Traffic Control Signs	SF	48	\$12.50	\$600.00	\$2.25	\$108.00	\$11.00	\$528.00
3	01 0000-5.4	Traffic Control Miscellaneous	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,870.00	\$1,870.00
4	01 0000-5.4	Type 3 Barricade	EA	8	\$150.00	\$1,200.00	\$125.00	\$1,000.00	\$132.00	\$1,056.00
5	01 0000-5.4	Type 2 Barricade	EA	4	\$100.00	\$400.00	\$125.00	\$500.00	\$66.00	\$264.00
6	01 0000-5.5	Construction Safety Fence	LF	220	\$25.00	\$5,500.00	\$25.00	\$5,500.00	\$10.00	\$2,200.00
7	01 0000-5.6	Drain Pipe Filtration System	EA	39	\$1,250.00	\$48,750.00	\$1,500.00	\$58,500.00	\$2,500.00	\$97,500.00
8	03 3000-4.1	Structural Concrete (Retaining Wall Section)	LF	150	\$2,250.00	\$337,500.00	\$1,010.00	\$151,500.00	\$3,314.30	\$497,145.00
9	03 3000-4.2	Structural Concrete (Scour Protection Section)	LF	583	\$325.00	\$189,475.00	\$1,500.00	\$874,500.00	\$1,094.50	\$638,093.50
10	03 3000-4.3	Structural Concrete Fill	CY	75	\$300.00	\$22,500.00	\$550.00	\$41,250.00	\$797.50	\$59,812.50
11	03 3000-4.4	Tie To Existing Wall	EA	2	\$7,500.00	\$15,000.00	\$4,500.00	\$9,000.00	\$5,500.00	\$11,000.00
12	04 0410-4.1	Stone Masonry - Structural Retaining Wall Section	SF	1370	\$200.00	\$274,000.00	\$135.00	\$184,950.00	\$434.50	\$595,265.00
13	04 0410-4.2	Stone Masonry - Replace Concrete Cap	LF	142	\$75.00	\$10,650.00	\$50.00	\$7,100.00	\$243.10	\$34,520.20
14	04 0410-4.3	Stone Masonry - Repoint	SF	2625	\$100.00	\$262,500.00	\$75.00	\$196,875.00	\$74.80	\$196,350.00
15	04 0410-4.4	Stone Masonry - Repair	SF	1281	\$200.00	\$256,200.00	\$150.00	\$192,150.00	\$104.50	\$133,864.50
16	04 0410-4.5	Stone Masonry - Landscape Retaining Wall	LF	160	\$400.00	\$64,000.00	\$775.00	\$124,000.00	\$3,496.90	\$559,504.00
17	04 0410-4.6	Stone Masonry - Cleaning	LS	1	\$30,000.00	\$30,000.00	\$55,000.00	\$55,000.00	\$5,971.90	\$5,971.90
18	07 9200-4.1	Joint Sealant	LS	1	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$6,050.00	\$6,050.00
19	10 1426-4.1	Memorial Creek Historical Marker	LS	1	\$3,500.00	\$3,500.00	\$5,750.00	\$5,750.00	\$10,000.00	\$10,000.00
20	31 1000-4.1	Clearing	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
21	31 2000-4.2	Remove and Salvage Stone Masonry	SF	1200	\$200.00	\$240,000.00	\$40.00	\$48,000.00	\$65.00	\$78,000.00
22	31 2000-4.2	Remove Rock Wall	LF	150	\$30.00	\$4,500.00	\$35.00	\$5,250.00	\$800.00	\$120,000.00
23	31 2000-4.2	Remove Concrete Sidewalk	SY	168	\$8.00	\$1,344.00	\$32.75	\$5,502.00	\$50.00	\$8,400.00
24	31 2000-4.2	Tree Trimming	EA	11	\$500.00	\$5,500.00	\$382.00	\$4,202.00	\$2,000.00	\$22,000.00
25	31 2000-4.2	Remove and Reinstall Guardrail Cable	LF	205	\$15.00	\$3,075.00	\$4.00	\$820.00	\$13.20	\$2,706.00
26	31 2000-4.2	Remove and Reinstall Guardrail Post	EA	15	\$125.00	\$1,875.00	\$350.00	\$5,250.00	\$24.20	\$363.00
27	31 2000-4.3	Unclassified Excavation	CY	200	\$20.00	\$4,000.00	\$150.00	\$30,000.00	\$100.00	\$20,000.00
28	31 2000-4.3	Mucking Excavation	CY	270	\$30.00	\$8,100.00	\$100.00	\$27,000.00	\$50.00	\$13,500.00
29	31 2000-4.4	Placing Topsoil	CY	90	\$30.00	\$2,700.00	\$40.00	\$3,600.00	\$150.00	\$13,500.00
30	31 2000-4.5	Contractor Furnished Topsoil	CY	40	\$50.00	\$2,000.00	\$50.00	\$2,000.00	\$150.00	\$6,000.00
31	31 2000-4.6 31 2300-4.3	Compaction - Moisture/Density Tests	EA	14	\$400.00	\$5,600.00	\$225.00	\$3,150.00	\$220.00	\$3,080.00
32	31 2000-4.7 31 2300-4.2	Dewatering	LS	1	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00	\$750,000.00	\$750,000.00
33	31 2500-4.1	Erosion Control Blanket	SY	250	\$5.50	\$1,375.00	\$3.00	\$750.00	\$3.30	\$825.00
34	31 2500-4.2	6" Dia Erosion Control Wattle	LF	1024	\$4.50	\$4,608.00	\$4.50	\$4,608.00	\$2.97	\$3,041.28
35	31 2500-4.3	Temporary Vehicle Construction Entrance	EA	2	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00
36	31 2500-4.4	Concrete Washout Area	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
37	31 2500-4.5	Floating Silt Curtain	LF	30	\$75.00	\$2,250.00	\$10.00	\$300.00	\$24.20	\$726.00
38	31 6217-4.1	Steel Sheet Piling (Retaining Wall Section)	SF	6300	\$200.00	\$1,260,000.00	\$67.00	\$422,100.00	\$132.00	\$831,600.00
39	31 6217-4.1	Steel Sheet Piling (Scour Protection Section)	SF	6996	\$190.00	\$1,329,240.00	\$84.00	\$587,664.00	\$118.80	\$831,124.80
40	31 6217-4.2	Cut Steel Sheet Piling	LF	733	\$100.00	\$73,300.00	\$38.00	\$27,854.00	\$27.50	\$20,157.50
41	32 1140-4.1	Gravel Surfacing	TON	175	\$35.00	\$6,125.00	\$25.00	\$4,375.00	\$50.00	\$8,750.00
42	32 1613-4.1	4" Concrete Sidewalk	SF	1508	\$12.00	\$18,096.00	\$21.00	\$31,668.00	\$9.90	\$14,929.20
43	32 1613-4.2	Concrete Sampling and Testing	EA	1	\$500.00	\$500.00	\$525.00	\$525.00	\$550.00	\$550.00
44	32 9200-4.1	Seeding	ACRE	1	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00	\$1,870.00	\$1,870.00
45	32 9200-4.2	Fertilizing	LB	100	\$3.00	\$300.00	\$3.00	\$300.00	\$1.10	\$110.00
46	32 9200-4.3	Hydromulching	LB	3000	\$1.00	\$3,000.00	\$1.50	\$4,500.00	\$0.99	\$2,970.00
<b>TOTAL:</b>						<b>\$5,022,263.00</b>		<b>\$4,287,401.00</b>		<b>\$6,834,797.38</b>

## **BID FORM FOR CONSTRUCTION CONTRACT**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### **ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

**CITY OF MADISON  
116 W CENTER STREET  
MADISON, SD 57042**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors and Suppliers;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- E. DBE Subcontractor Solicitation Information Form DBE-6;
- F. Certification Regarding Debarment, Suspension and Other Responsibility Matters;
- G. American Iron and Steel Certification Form.

2.02 The following documents must be submitted by the apparent low-bidder within 10 calendar days of bid opening:

- A. EEO-7 Notification of Subcontracts Awarded > \$10,000;
- B. Bidder Qualification Statement and Supporting Data
- C. DBE Subcontractor Participation Form 6100-2;
- D. DBE Subcontractor Performance Form 6100-3;
- E. DBE Subcontractor Utilization Form 6100-4;

MADISON PARK CREEK WALL IMPROVEMENTS – SITE 2  
MADISON, SOUTH DAKOTA

**ARTICLE 3—BASIS OF BID—UNIT PRICES**

3.01 *Unit Price Bids – Site 2*

A. Bidder will perform the following Work at the indicated unit prices:

**UNIT PRICE BASE BID**

LINE ITEM	SPEC. SECTION	DESCRIPTION OF WORK AND MATERIALS	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
<b>GENERAL</b>						
1	01 7113-2.3	Mobilization, Bonds & Insurance	LS	1	\$ 980,000. <sup>00</sup>	\$ 980,000. <sup>00</sup>
2	01 0000-5.4	Traffic Control Signs	SF	48	\$ 2.25	\$ 108. <sup>00</sup>
3	01 0000-5.4	Traffic Control Miscellaneous	LS	1	\$ 1,500. <sup>00</sup>	\$ 1,500. <sup>00</sup>
4	01 0000-5.4	Type 3 Barricade	EA	8	\$ 125. <sup>00</sup>	\$ 1,000. <sup>00</sup>
5	01 0000-5.4	Type 2 Barricade	EA	4	\$ 125. <sup>00</sup>	\$ 500. <sup>00</sup>
6	01 0000-5.5	Construction Safety Fence	LF	220	\$ 25. <sup>00</sup>	\$ 5,500. <sup>00</sup>
7	01 0000-5.6	Drain Pipe Filtration System	EA	39	\$ 1,500. <sup>00</sup>	\$ 58,500. <sup>00</sup>
8	03 3000-4.1	Structural Concrete (Retaining Wall Section)	LF	150	\$ 1,010. <sup>00</sup>	\$ 151,500. <sup>00</sup>
9	03 3000-4.2	Structural Concrete (Scour Protection Section)	LF	583	\$ 1,500. <sup>00</sup>	\$ 874,500. <sup>00</sup>
10	03 3000-4.3	Structural Concrete Fill	CY	75	\$ 550. <sup>00</sup>	\$ 41,250. <sup>00</sup>
11	03 3000-4.4	Tie To Existing Wall	EA	2	\$ 4,500. <sup>00</sup>	\$ 9,000. <sup>00</sup>
12	04 0410-4.1	Stone Masonry - Structural Retaining Wall Section	SF	1,370	\$ 135. <sup>00</sup>	\$ 184,950. <sup>00</sup>
13	04 0410-4.2	Stone Masonry - Replace Concrete Cap	LF	142	\$ 50. <sup>00</sup>	\$ 7,100. <sup>00</sup>
14	04 0410-4.3	Stone Masonry - Repoint	SF	2,625	\$ 75. <sup>00</sup>	\$ 196,875. <sup>00</sup>
15	04 0410-4.4	Stone Masonry - Repair	SF	1,281	\$ 150. <sup>00</sup>	\$ 192,150. <sup>00</sup>
16	04 0410-4.5	Stone Masonry - Landscape Retaining Wall	LF	160	\$ 775. <sup>00</sup>	\$ 124,000. <sup>00</sup>
17	04 0410-4.6	Stone Masonry - Cleaning	LS	1	\$ 55,000. <sup>00</sup>	\$ 55,000. <sup>00</sup>
18	07 9200-4.1	Joint Sealant	LS	1	\$ 10,000. <sup>00</sup>	\$ 10,000. <sup>00</sup>
19	10 1426-4.1	Memorial Creek Historical Marker	LS	1	\$ 5,750. <sup>00</sup>	\$ 5,750. <sup>00</sup>
20	31 1000-4.1	Clearing	LS	1	\$ 10,000. <sup>00</sup>	\$ 10,000. <sup>00</sup>
21	31 2000-4.2	Remove and Salvage Stone Masonry	SF	1,200	\$ 40. <sup>00</sup>	\$ 48,000. <sup>00</sup>
22	31 2000-4.2	Remove Rock Wall	LF	150	\$ 35. <sup>00</sup>	\$ 5,250. <sup>00</sup>
23	31 2000-4.2	Remove Concrete Sidewalk	SY	168	\$ 32.75	\$ 5,502. <sup>00</sup>
24	31 2000-4.2	Tree Trimming	EA	11	\$ 382. <sup>00</sup>	\$ 4,202. <sup>00</sup>
25	31 2000-4.2	Remove and Reinstall Guardrail Cable	LF	205	\$ 4. <sup>00</sup>	\$ 820. <sup>00</sup>
26	31 2000-4.2	Remove and Reinstall Guardrail Post	EA	15	\$ 350. <sup>00</sup>	\$ 5,250. <sup>00</sup>
27	31 2000-4.3	Unclassified Excavation	CY	200	\$ 150. <sup>00</sup>	\$ 30,000. <sup>00</sup>
28	31 2000-4.3	Mucking Excavation	CY	270	\$ 100. <sup>00</sup>	\$ 27,000. <sup>00</sup>
29	31 2000-4.4	Placing Topsoil	CY	90	\$ 40. <sup>00</sup>	\$ 3,600. <sup>00</sup>
30	31 2000-4.5	Contractor Furnished Topsoil	CY	40	\$ 50. <sup>00</sup>	\$ 2,000. <sup>00</sup>
31	31 2000-4.6 31 2300-4.3	Compaction - Moisture/Density Tests	EA	14	\$ 225. <sup>00</sup>	\$ 3,150. <sup>00</sup>
32	31 2000-4.7 31 2300-4.2	Dewatering	LS	1	\$ 150,000. <sup>00</sup>	\$ 150,000. <sup>00</sup>
33	31 2500-4.1	Erosion Control Blanket	SY	250	\$ 3. <sup>00</sup>	\$ 750. <sup>00</sup>

EJCDC® C-410, Bid Form for Construction Contract.

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MADISON PARK CREEK WALL IMPROVEMENTS – SITE 2  
MADISON, SOUTH DAKOTA

LINE ITEM	SPEC. SECTION	DESCRIPTION OF WORK AND MATERIALS	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
34	31 2500-4.2	6" Dia Erosion Control Wattle	LF	1,024	\$ 4.50	\$ 4,608.00
35	31 2500-4.3	Temporary Vehicle Construction Entrance	EA	2	\$ 1,500.00	\$ 3,000.00
36	31 2500-4.4	Concrete Washout Area	EA	1	\$ 1,000.00	\$ 1,000.00
37	31 2500-4.5	Floating Silt Curtain	LF	30	\$ 10.00	\$ 300.00
38	31 6217-4.1	Steel Sheet Piling (Retaining Wall Section)	SF	6,300	\$ 67.00	\$ 422,100.00
39	31 6217-4.1	Steel Sheet Piling (Scour Protection Section)	SF	6,996	\$ 84.00	\$ 587,464.00
40	31 6217-4.2	Cut Steel Sheet Piling	LF	733	\$ 38.00	\$ 27,854.00
41	32 1140-4.1	Gravel Surfacing	TON	175	\$ 25.00	\$ 4,375.00
42	32 1613-4.1	4" Concrete Sidewalk	SF	1,508	\$ 21.00	\$ 31,668.00
43	32 1613-4.2	Concrete Sampling and Testing	EA	1	\$ 525.00	\$ 525.00
44	32 9200-4.1	Seeding	ACRE	1	\$ 4,800.00	\$ 4,800.00
45	32 9200-4.2	Fertilizing	LB	100	\$ 3.00	\$ 300.00
46	32 9200-4.3	Hydromulching	LB	3,000	\$ 1.50	\$ 4,500.00
<b>TOTAL FOR UNIT PRICE FOR BASE BID =</b>						<b>\$ 4,287,401.00</b>

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—BASIS OF BID—COST-PLUS FEE (NOT USED)**

**ARTICLE 5—TIME OF COMPLETION**

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 6—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

6.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
# 1.	9-18-2024

**ARTICLE 7—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

7.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

7.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. The prices bid herein include sales tax and all other applicable taxes and fees.
6. The undersigned bidder hereby expressly acknowledges understanding of, and agreement to comply during the performance of any work under any contract resulting from this bid with all equal opportunity obligations as set forth in 41 CFR Part 60:1 and Part 60:4 and 40 CFR Part 8.

MADISON PARK CREEK WALL IMPROVEMENTS – SITE 2  
MADISON, SOUTH DAKOTA

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BIDDER hereby submits this Bid as set forth above:

Bidder:

Kesteloot Excavation

(typed or printed name of organization)

By:



(individual's signature)

Name:

Austin Kesteloot

(typed or printed)

Title:

Owner

(typed or printed)


Date:

9-19-2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Josh Adelman

(typed or printed)

Title:

Project Manager / Estimator

(typed or printed)

Date:

9-19-2024

(typed or printed)

Address for giving notices:

220 S Highland Ave  
Madison, SD 57042

Bidder's Contact:

Name:

Josh Adelman

(typed or printed)

Title:

Project Manager / Estimator

(typed or printed)

Phone:

605-651-1607

Email:

josh@kestelootexcavation.com

Address:

220 S Highland Ave  
Madison, SD 57042

Bidder's Contractor License No.: (if applicable)

DL197738

# UPDATES

October 7 , 2024



**COMPLETED**

THANK YOU TO THE RESIDENTS OF OUR COMMUNITY  
FOR THEIR TIMELINESS AND ASSISTANCE IN THE  
COMPLETION OF THIS PROJECT!



# LEAD-LINE SURVEY

*Utilities*

*Outstanding job to the Utilities Department  
for successfully completing the mandatory  
Lead Line Survey, demonstrating  
dedication to community SAFETY!*

# WELCOME TO THE TEAM

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## **KARI BLOM**

Cashiering & Finance Assistant I

FINANCE DEPARTMENT

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# POSITIVELY IMPACTING

Over the last month, City of Madison employees have volunteered in a city cleanup day and delivering Meals on Wheels.





# ACTIVE PROJECTS

## **MAJOR INFRASTRUCTURE IMPROVEMENTS**

RD Projects (1A, 1B, 2)  
Segment 1 (9th/Union)  
Segment 2 (N Union)  
Segment 3 (Roosevelt)  
Segment 5A (S Union / S 4th St)  
CIPP Sewer Relining  
Park Creek Walls (Sites 1, 2, 3)

## **UTILITIES & PUBLIC WORKS**

Lead & Copper Inventory  
Smart Cities (AMI)  
Sidewalk Projects  
Restricted Use Site Development

## **COMMUNICATION & ENGAGEMENT**

Community Engagement Events  
Website Optimization  
Key Hires  
Update Personnel Manual  
Madison Connect

## **FACILITIES**

City Administration Building  
Public Works Building Restoration  
Park Bathrooms (Memorial & Totland)  
Library Ramps

# MAJOR INFRASTRUCTURE IMPROVEMENTS



Project	Segment 1	Segment 2	Segment 3	Segment 5A	Creek Walls
<b>Location</b>	9 <sup>th</sup> St / Union Ave	N Union Ave	Roosevelt Ave / NE 8 <sup>th</sup> St / Maplewood Dr	S Union Ave / 4 <sup>th</sup> St	3 sites along Memorial Creek
<b>Contractor</b>	Winter Contracting	Asphalt Surfacing Company	Prunty Construction	Asphalt Surfacing Company	Kesteloot Excavation
<b>Recent Work Completed</b>	Walkthrough	Paving, walkthrough	Dirt work & seeding, walkthrough	Phase 1: 2 <sup>nd</sup> lift of pavement Phase 2: completed sanitary sewer, soil cement, subgrade	Site 1: substantially complete Site 3: riprap, grading, re-work
<b>Upcoming</b>	Punchlist	Punchlist	Punchlist	Phase 2: paving	Site 1: punchlist Site 3: continue rework

# OTHER STREET PROJECTS

## 2024 Chip Seal

Chip seal with fog coat completed  
The annual improvement went smoothly

## Trojan Village

Streets completed and paved  
Walkthrough and punchlist development  
upcoming

## Industrial Park

Subgrade complete  
Paving upcoming





# CITY ADMINISTRATION BUILDING

**Recently Completed:**  
Cabinetry (1st floor)  
Finishes, final painting  
Sprinkler pressure test

**Estimated  
Completion  
November 2024**



**Upcoming Work**  
Second lift of asphalt (this week)  
Continue finishings (flooring, wallpaper, painting)  
Installation of access controls, security cameras, and  
audio/visual components

# TRAINING



## Tactical Medicine:

- Tourniquet usage
- Chest seals
- Hypothermia
- Wound packing
- Scenarios

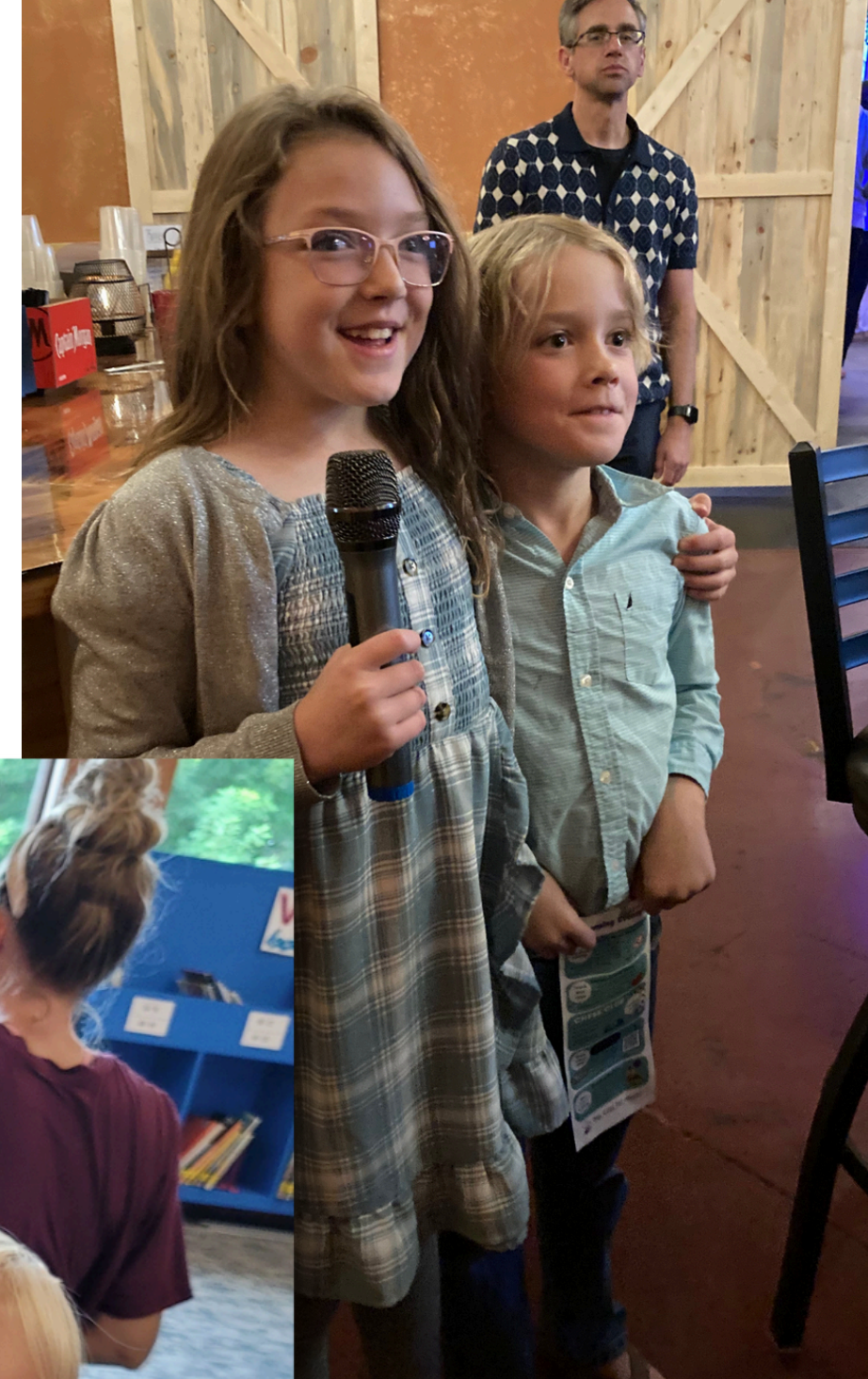
# EVENTS

## PAST



# EVENTS

## PAST





# EVENTS PAST



Library  
of Things

Don't buy. Borrow!



BOOKS ARE JUST THE BEGINNING



# History of Lefse

Thurs.  
Nov 14  
6:30PM



Join Roger & Nancy Moose  
delight the community with  
a history of a traditional soft  
Norwegian flatbread, Lefse.

hosted by the Friends of the Madison Library

\* There will be a demonstration of making  
this thanksgiving favorite. \*



# EVENTS UPCOMING

MADISON PUBLIC LIBRARY PRESENTS

# MUSICAL EVENING

WITH THE DAKOTA WIND QUINTET

TUESDAY, OCTOBER 29TH  
AT 6:30 PM



MUSICIANS PERFORMING

William Cedeño , Flute; Irina Chang, Clarinet;  
Jeff Paul, Oboe; John Tomkins, Bassoon;  
Daniel Kitchens, French Horn



This event is made possible through the South  
Dakota Arts Council Touring Arts Grant with  
the use of Marjorie Haskins Memorial grant



# SEEKING

Madison Housing  
and  
Redevelopment  
Commission  
Members

# QUESTIONS?

