



**BOARD OF COMMISSIONERS AGENDA
MONDAY, DECEMBER 16, 2024
5:30 PM - COMMISSION CHAMBERS – 503 S. HIGHLAND AVE**

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/88526683369> | Meeting ID: 885 2668 3369
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 – December 2, 2024
- 2) Bills for Approval – December 18, 2024
- 3) Bills for Ratification – December 11, 2024
- 4) Payroll Bills for Ratification – December 6, 2024
- 5) Approve 2025 Alcoholic Beverage License Application Renewal - Liquor/Wine
- 6) Set Bid Date - Bid No. 968 - Furnish and install 15KV switchgear
- 7) Set Date of Public Hearing - Petition for Vacation of Street - N. Lee Avenue North of NE 9th Street - January 6, 2025 at 5:30pm
- 8) Approve 2019 Infrastructure Disaster Recovery Program Agreement - SD Dept of Public Safety Amendment # 1 and Appoint Finance Officer as Designee
- 9) Approve Airport Agreement and Authorize Mayor Lindsay as Signer for Project 3-46-0029-2024
- 10) Adopt Resolution 2024-46 Approve Plat of Lot 1 of Water Treatment Addition, An Addition to the City of Madison, Lake County, South Dakota
- 11) Adopt Resolution 2024-47 Approve Plat of Lots 10B and 10C in Block 1, Trojan Village Addition to the City of Madison, Lake County, South Dakota
- 12) Adopt Resolution 2024-48 Approve Plat of Lots 8A, 8B, 9A, 9B, Block 1, Cyber Estates Addition to the City of Madison, Lake County, South Dakota

UNFINISHED BUSINESS

- 13) Second Reading of Ordinance No. 1675 - Amending Regulations Pertaining to Peddlers and Hawkers
- 14) Second Reading of Ordinance No. 1676 - Amending Midcontinent Communications Cable Communications Franchise Ordinance No. 1592
- 15) Second Reading of Ordinance No. 1677 - Amending Clarity Telecom Cable Communications Franchise Ordinance No. 1591

NEW BUSINESS

- 16) Ordinance No. 1678 Supplemental Appropriations for 2024
- 17) Resolution No. 2024-44 Contingency Transfer 2024
- 18) Public Hearing for Approval of Resolution 2024-42 - Declare Necessity for Sidewalk Repair Improvement 2025
- 19) Approve Resolution 2024-42 - Declare Necessity for Sidewalk Repair Improvements 2025

- 20) Public Hearing for Approval of Resolution 2024-43 - Declare Necessity for Sidewalk Improvement 2025
- 21) Approve Resolution 2024-43 - Declare Necessity for Sidewalk Improvement 2025
- 22) Resolution No. 2024-45 Authorize the Finance Officer to Sign Legal Documents on behalf of the City for USDA Grants / Loans
- 23) Approve Voluntary Extension Agreement with SD Bureau of Human Resources and Administration
- 24) Approve the Proposed Federal Highway Administration Urban Boundary Map for Madison
- 25) Consider Award of Bid 966 - Furnishing Electrical Materials
- 26) Consider Award of Bid No. 967 - Chemicals
- 27) Establish 2025 Election Date in conjunction with Madison Central School District: April 8th, 2025
- 28) December Finance Updates

PUBLIC COMMENT

ANNOUNCEMENTS

- 29) Next Regular Commission Meeting – Monday, January 6, 2025

ADJOURN

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

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

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

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

December 2, 2024
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30 PM on the 2nd day of December with the following members present upon roll call: Commissioners Kelly Dybdahl, Sarah Cronin, Adam Shaw, and Mayor Lindsay. Commissioner Jeræ Wire was absent.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Cronin to adopt the December 2, 2024 agenda. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to approve the following items on the consent calendar: Minutes – November 18, 2024; Bills for Approval – December 4, 2024; Bills for Ratification – November 27, 2024; Payroll Bills for Ratification – November 22, 2024.

Bills for Approval – December 4, 2024

ACE HARDWARE Paint Supplies \$291.19; AMAZON CAPITAL SERVICES INC Books, Office Supplies \$433.06; AMERT CONSTRUCTION CO Parks Restroom Project \$50,772.00; APPEARA Mat Rentals \$130.41; APPLIED CONCEPTS INC Stalker II Stationary Radio \$1,570.00; ASPHALT SURFACING COMPANY Water System Improvements \$89,106.17; AT & T MOBILITY Service for Phones & Tablets \$2,296.63; BAKER & TAYLOR Books \$76.46; BANNER ASSOCIATES INC ARPA Projects Engineering Fees \$109,932.32; BLUEPEAK Phone & Internet \$4,042.68; BORN'S GROUP INC Inserts \$435.00; BOUND TO STAY BOUND INC Books \$181.25; BOWES CONSTRUCTION Lakeview Industrial Park Improvements \$878,576.45; BROSZ ENGINEERING INC Asphalt Surface Treatment \$12,760.00; CANFIELD BUSINESS INTERIORS New City Hall Furniture & Installation \$241,587.14; CITY OF MADISON Petty Cash Reimbursement \$20.67; CLASSIC CONVENIENCE INC Fuel \$481.00; CORE & MAIN GP LLC Parts - LAIC Daycare \$2,105.94; F & M COOP OIL CO Diesel Fuel - Wastewater \$2,341.83; FASTENAL CO Shop Supplies \$23.44; FLEET PRIDE Mirror, Strobe, Grommet \$183.98; GALE CENGAGE LEARNING Books \$74.22; GRAHAM TIRE COMPANY Tires \$756.88; HAWKINS INC Chemical \$3,283.50; HILLYARD INC Brush Strips \$23.50; INGRAM CO Books \$1,330.21; JENCKS & JENCKS PC December Services/Contract \$5,500.00; KESTELOOT EXCAVATION AND DIRT WORKS SERVICES Park Creek Walls Improv \$536,805.15; KLJ ENGINEERING LLC Egan Avenue Reconstruction \$179,439.38; LAKE COUNTY INTERNATIONAL INC Cabin Filter \$25.76; LEWIS DRUGS INC Posterboard, Markers \$5.47; M & T FIRE AND SAFETY, INC Hy-Conn, Quick Connector \$565.88; MEIERHENRY SARGENT LLP Bond Counsel - Sales Tax Revenue Bond, Series 2024 \$17,170.00; METRO CONSTRUCTION INC Water System Improvements \$523,422.37; MID STATES AUDIO INC AV for City Hall \$87,787.77; OFFICE PEEPS INC Copier Contract \$461.93; PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rental - Generation Plant \$153.00; POWERPLAN OIB Backhoe Teeth \$1,120.12; PROSTROLLO AUTO PLAZA CO Alignment - Rear Toelink Replacement \$41.95; PRUNTY CONSTRUCTION CO INC Water System Improv \$187,659.40; RUNNINGS SUPPLY INC Parts \$218.04; SD PUBLIC HEALTH LABORATORY Water Samples \$221.00; STUART IRBY TOOL CO Bid #918 Single Phase Transformers \$6,639.78; STURDEVANTS MADISON INC Brake Controller \$216.67; TIMMER SUPPLY CO Parts \$86.08; US BANK Gen Plant Loan \$450,757.24; WINTER CONTRACTING LLC NW 9th St/Union Ave Reconstruction \$120,093.71.

Bills for Ratification – November 27, 2024

ACE HARDWARE Water Filter \$111.76; AMERICAN RX GROUP RDX 28 Gallon Powder Coated Kiosk Bundle \$2,405.45; APPEARA Mat Rentals \$182.13; AT & T MOBILITY Service for Phone & Tablets \$2,556.39; AUTOMATIC BUILDING CONTROLS Annual Fire Alarm Checkout - Library \$607.00; AVERA MEDICAL GROUP Drug Testing/Collection Fees, Remote Mileage \$152.36; BAKER & TAYLOR Books \$64.76; BORDER STATES ELECTRIC SUPPLY Single Sided 4 Conductor Clear Ins Conn \$293.88; BORN'S GROUP INC Printing & Postage \$2,171.19; BUD'S CLEAN UP SERVICE INC Dumpster Rental \$245.00; CENTURY BUSINESS PRODUCTS INC Copier Lease \$345.06; CENTURLINK QC Phone Bill \$90.57; CITY OF SIOUX FALLS Pool/Spa Bacteria Testing \$176.00; COLES PETROLEUM PRODUCTS INC Fuel \$7,937.87; COLUMN SOFTWARE PBC Publications \$224.72; CORE & MAIN GP LLC 1" CTS x 1" PEP Comp X Comp Coupler \$468.48; DAKOTA STATE UNIVERSITY PD Business Cards \$495.00;

DAKOTA SUPPLY GROUP INC Switches \$41,751.80; DGR ENGINEERING 2025 Electric Conversion Project \$19,618.48; EBSCO INDUSTRIES INC Magazine Subscriptions \$5,715.93; ETTERMAN ENTERPRISES INC Cutting Oil, Quick Change Holder \$125.88; F & M COOP OIL CO Fuel \$775.82; FASTENAL CO Parts \$12.26; FIRST BANK & TRUST Series 2013 Water Rev. Bond \$11,952.64; FIRST MADISON INSURANCE Notary Bond - Michael Gravning \$80.00; FLEET PRIDE Shop Towels \$241.24; FOX PROMO LLC Shirts \$442.00; FRANKEN/KENNEN Circuit 30 \$98.00; GALE CENGAGE LEARNING Books \$163.95; GALLS LLC E-Z Jim Car Door Opener \$132.93; GRAHAM TIRE COMPANY Tires \$2,054.84; GREAT AMERICA FINANCIAL SVCS HR Copier Lease \$222.02; HASLETON/JARED Classes at CC \$663.00; HILLYARD INC Floor Scrubber Brush \$648.76; INGRAM CO Books \$234.25; INTERLAKES SPORT CENTER LLC Hitch \$42.95; INTERSTATE IMPROVEMENT INC. Water Hydrant Refund \$500.00; J H LARSON ELECTRICAL CO Pickle Ball Court Lighting \$6,672.00; JOHNSON BROTHERS EXCAVATION Dig Water/Sewer \$7,975.34; KLJ ENGINEERING LLC MDS - Reconstruct Apron & Taxilane - Design Phase \$4,500.00; LAKE COUNTY INTERNATIONAL INC Lock, Handle, Oil Pressure Switch (Airport Tractor) \$243.18; LAKE COUNTY TREASURER Fuel \$803.62; LEADER PRINTING Disconnect Notices \$165.00; LEWIS DRUGS INC Q tips, Cleaning Agent, Shop Towels \$46.94; M & T FIRE AND SAFETY, INC Hose & Couplings \$210.50; MAC QUEEN EQUIPMENT LLC DBA MAC QUEEN EMERGENCY MFD Uniforms \$3,118.03; MADISON GROCERY STORE INC Worksgiving Event - Groceries \$235.90; MARCO TECHNOLOGIES CC Copier Lease \$285.47; MICROMARKETING LLC Books \$192.40; MID STATES AUDIO INC 50% Down Payment for Digital Signage \$1,329.57; MIDCONTINENT COMMUNICATIONS Business Internet \$183.92; NORTHERN TRUCK EQUIPMENT CORP Pin \$385.33; NORTHWESTERN ENERGY Utilities \$360.89; OFFICE PEEPS INC HR Copier Lease Buyout \$2,668.47; PENGUIN RANDOM HOUSE LLC Books \$63.75; PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rental \$175.00; PROCHEM DYNAMICS LLC Janitorial Supplies \$742.94; PROSTROLLO AUTO PLAZA CO Alignment \$68.20; RASMUSSEN/AUTUMN Classes at Community Center \$98.00; RUNNINGS SUPPLY INC Impact Wrench \$463.82; SAFETY BENEFITS INC 2024 Safety Conference Registration \$225.00; SAME DAY EXPRESS Delivery to Sioux Falls Public Health Lab \$20.00; SANITATION PRODUCTS INC Transducer \$558.92; SEAFOG 2025 Dues - Amy Sad \$100.00; STREICHERS INC Trousers, Pants \$931.90; STURDEVANTS MADISON INC Filters & Oil \$440.49; SYN-TECH SYSTEMS Receipt Paper \$164.50; TALK THE TEE Embroidery \$245.00; THE PENWORTHY CO LLC Books \$642.29; TIMMER SUPPLY CO Parts \$200.23; TYLER TECHNOLOGIES INC Rate Change Consulting \$217.50; UTILISMART CORPORATION Utility Data/Device Manager and SmartMAP \$1,881.83; WEIST/SHERRY Water Aerobics \$623.76; WHEALY/MARK Spin Classes \$42.00.

Payroll Bills for Ratification – November 22, 2024

Health Pool of South Dakota \$47,860.12; IRS-EFTPS \$47,871.52; Office-Child Support Enforce \$835.38; SD Retirement System \$26,023.41; SD Retirement System \$9,334.79.

Mayor Lindsay opened the Public Hearing upon application for Retail Malt Beverage License – Dollar General Store #30327 (New Store). No public comment. Hearing closed.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to Approve 2024-2025 Retail Malt Beverage License Application – Dollar General Store #30327. Motion carried unanimously.

Mayor Lindsay opened the Public Hearing upon application for Retail Wine and Cider License – Dollar General Store #30327 (New Store). No public comment. Hearing closed.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to Approve 2025 Retail Wine and Cider License Application – Dollar General Store #30327. Motion carried unanimously.

Motion by Commissioner Cronin, seconded by Commissioner Dybdahl to Approve First Reading of Ordinance No. 1675 – Amending Regulations Pertaining to Peddlers and Hawkers. Motion carried unanimously. The current City Ordinance requires a Peddler's Permit for anyone going door-to-door and selling products or services. Recent court cases have ruled against requiring Peddler's Permits.

Motion by Commissioner Cronin, seconded by Commissioner Dybdahl to Approve First Reading of Ordinance No. 1676 – Amending Midcontinent Communications Cable Communications Franchise Ordinance No. 1592. Motion carried

unanimously. Any utility provider who operates within the city rights-of-way has a franchise agreement with the city. Every 10 years the agreements comes up for extension and we can renegotiate.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to Approve First Reading of Ordinance No. 1677 – Amending Clarity Telecom (Bluepeak) Cable Communications Franchise Ordinance No. 1591. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Cronin to Approve Resolution No. 2024-40 – Setting Monthly Rates and Charges for Electric Services. Motion carried unanimously. This resolution provides for a flat rate 9 % increase on electric rates across all customer classes.

Motion by Commissioner Cronin, seconded by Commissioner Dybdahl to Approve Resolution No. 2024-41 – Setting Monthly Fees for Residential Garbage and Trash Services. Motion carried unanimously. This resolution adds a \$2.00 per cart increase on garbage services, and is needed to keep the revenues over our expenses.

Motion by Commissioner Cronin, seconded by Commissioner Shaw to Approve Sign Lease with Stein Sign Display. Motion carried unanimously. The City acquired the existing leases on two billboards when acquiring the property by the wastewater treatment plant from the LAIC earlier this year.

City Administrator Jameson Berreth presented the monthly City updates.

Mayor Lindsay announced the following:

- City Hall at 503 S Highland Ave will be open to the public on December 11, 2024
- Next Regular Commission Meeting – Monday, December 16, 2024 at 5:30 PM – New Location – 503 S Highland Ave
- Board Openings available on various Committees – can be found on City Website

Motion by Commissioner Shaw, seconded by Commissioner Cronin to adjourn at 5:58 PM.

/s/Amy Sad
Finance Officer



2025 License Renewals
Retail (on-sale) Liquor
Package (off-sale) Liquor
Convention Center (on-sale) Liquor
Retail (on-off sale) Wine & Cider

OWNER NAME	BUSINESS NAME	ADDRESS
Stadium Sports Grill Madison Inc	Stadium Sports Grill Madison	203 N Egan Ave

ADVERTISEMENT FOR BIDS

Notice is hereby given that on the 21st day of January 2025, until 2:00 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, 503 S Highland Avenue, Madison, South Dakota 57042 and will then be publicly opened and read.

The material required is as follows:

BID NO. 968

Furnishing and installing a new lineup of 15 kV indoor metalclad switchgear including seven (7) vacuum circuit breakers and two (2) control panels with related controls and accessories.

The 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: Furnishing 15 kV Indoor Metalclad Switchgear and Control Panels – Green Substation.

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, e-mail dgr@dgr.com, no deposit required.

Each bid shall be made out on a bid form furnished by the Engineer and shall be accompanied by either 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 fifteen (15) days after the award of contract and post satisfactory Performance and Payment Bonds.

Bid envelopes must be clearly marked Bid No. 968 – Furnishing 15 kV Indoor Metalclad Switchgear and Control Panels – Green Substation.

Upon shipment of the completed equipment, the Supplier shall submit to the Owner a detailed statement of the equipment shipped and installed. The Owner shall, within thirty (30) days after delivery receipt of the material and associated invoice, pay the Supplier ninety percent (90%) of the contract price of the material.

The Owner shall within thirty (30) days after final completion, field assembly, testing, required test reports, record drawings, final documentation, and certification by Engineer, pay the Supplier the remaining ten percent (10%) of the contract price. All materials shall be delivered by the dates set in the Specifications.

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 as it shall deem to be in the best interest of the City.

By Order of the Board of Commissioners
City of Madison
Madison, South Dakota
Jameson Berreth
City Administrator

**CITY OF MADISON
NOTICE OF PUBLIC HEARING
VACATION OF PLATTED ALLEY OR STREET**

Notice is hereby given pursuant to SDCL 9-45-7, 8, 9, 10, 11 that a public hearing will be held Monday, January 6, 2025 at 5:30pm, or as soon thereafter as the matter may be heard, in City Hall, Madison, South Dakota, in the Commission Room, to consider a petition that has been filed for vacation of N. Lee Avenue adjacent to the following properties.

Lots One (1) and Two (2), Block One (1), Daly's Addition to the City of Madison, SD and the North Half (N1/2) of the Vacated Portion of NE 10th St.;

Lots One (1) and Two (2), Block One (1), Daly's Addition to the City of Madison, SD and the South Half (S1/2) of the Vacated Portion of NE 10th St.;

Lots One (1), Block Three (3), Daly's Addition to the City of Madison, Lake County, SD

The East 70 feet of Lots Eight (8), Nine (9), Ten (10) and all of Lots Eleven (11), Twelve (12) and Thirteen (13) in Block Three (2) of Daly's Addition to the City of Madison, Lake County, SD;

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

/s/Amy Sad
Finance Officer

Published once at the approximate cost of \$_____.

Amendment #1

2019 INFRASTRUCTURE DISASTER RECOVERY PROGRAM AGREEMENT

WHEREAS the South Dakota Department of Public Safety (hereinafter referred to as “the State”) and the City of Madison (hereinafter referred to as “City of Madison”) mutually desire to amend the 2019 Infrastructure Disaster Recovery Agreement as set forth below; now therefore it is mutually agreed as follows:

1. That Section II. A. and B. be amended to read as follows:

- A. Project. The eligible project(s) for this Agreement is: DSR4469 Project #1134943, #135096, and #135909 (the “Project”). The Presidential Disaster(s) for which funding is available under the Public Assistance Grant Program for the Project is \$4,312,445.31. This Agreement shall be for an amount up to \$4,312,445.31.
- B. Maximum Project payment. The State agrees to advance up to the amount of \$4,312,445.31, which represents the Federal Share and Local Share. The failure of City of Madison to complete the Project for this amount shall not be grounds for default or termination of this Agreement, regardless of the reason or circumstance for such failure. Should additional funding be needed beyond this amount to complete the Project, the parties may negotiate and enter into a separate agreement for any additional funding.

2. That Section III. E. be amended to read as follows:

- E. City of Madison has designated its _____ as its authorized representative and has empowered said _____ the authority to sign this Agreement on behalf of City of Madison. Attached hereto as Exhibit D and hereby incorporated by reference is a copy of the minutes of the _____ showing the approval of this Agreement and designation of the signatory below.

Except as amended above, all other provisions of this Agreement remain in full force and effect. This Amendment shall be effective as of December 10, 2024.

City of Madison

State of South Dakota

Department of Public Safety

Signature

Signature

Print Name: _____

Robert Perry

Title: _____

Cabinet Secretary

Date: _____

Date: _____

Assistance Listings Number: 20.106
Federal Award Date: June 17, 2024

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF FINANCE & MANAGEMENT
OFFICE OF AIR, RAIL, AND TRANSIT
AGREEMENT FOR PROJECT NO. 3-46-0029-026-2024**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Madison, South Dakota, referred to in this Agreement as the "SPONSOR."

1. BACKGROUND:

- A. On November 15, 2021, the President of the United States signed the Infrastructure Investment and Jobs Act (IIJA) aka Bipartisan Infrastructure Law (BIL) of 2021 into law. The BIL authorizes One Trillion Two Hundred Billion Dollars (\$1,200,000,000,000.00) for transportation and infrastructure spending with Five Hundred Fifty Billion (\$550,000,000,000.00) towards new investments and programs.
- B. The BIL continues the Airport Improvement Grants (AIP) to public agencies for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS).
- C. The STATE and the SPONSOR have entered into an agency agreement for the purpose of establishing, constructing, and maintaining an airport on a portion of Section Four (4) and Five (5) of Township One Hundred Six North and Section Thirty Two (32), of Township One Hundred Seven North (107N), Range Fifty Two West (52W) of the Fifth (5th) Prime Meridian, Lake County, South Dakota, referred to in this Agreement as the "Airport."
- D. The SPONSOR requested financial assistance from the STATE for the development of the Airport.
- E. The SPONSOR acquired satisfactory title to the property on which the Airport will be located and indicated the SPONSOR'S desire to use the same for an Airport.
- F. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":

Reconstruct Apron (approx. 1,540 square yards) and Reconstruct Taxilane (310' x 25') - Phase 1: Design

- G. As may be applicable, the "Conditions" and "Assurances" contained in the Airport Improvement Program (AIP) Grant Agreement for Project No. 3-46-0029-026-2024 are included in and incorporated into this Agreement by reference.

NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

2. TERM

The effective date of this Agreement is **June 17, 2024**. This Agreement will end four (4) years from the date of signature by the STATE.

3. PAYMENT

- A. Pursuant to and for the purposes of carrying out the provisions of South Dakota Codified Law (SDCL) § 50-7-15, the STATE will share in the cost of the Project in the amount of **Five percent (5%) of the total eligible Project costs. In no event will the STATE'S TOTAL SHARE exceed the amount of Three Thousand Two Hundred Dollars and No Cents (\$3,200.00).** The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0029-026-2024. The STATE will pay the STATE'S share of the eligible Project costs from the STATE AERONAUTICS FUND. The STATE will make progress payments to the SPONSOR up to 90% of the STATE'S total share of eligible Project costs listed in this section. Once the STATE'S share of eligible Project costs have reached 90% of the approved STATE share listed in this section, the STATE will withhold the remaining 10% of eligible Project costs until the FAA has approved the Quality Closeout Report. The STATE will pay the remaining 10% of the STATE'S share of eligible Project costs to the SPONSOR upon notification of the FAA'S approval of the Quality Closeout Report.
- B. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.
- C. Eligible costs for this Agreement will be as indicated in the AIP Grant as determined by the FAA.

4. TERMINATION

- A. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree, in writing, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
- B. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:
 - i. The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval when, under the terms of this Agreement, the STATE'S approval is required.
 - ii. The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.
 - iii. The SPONSOR is default under any provision of this Agreement.

5. SPONSOR ASSURANCES

- A. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.
- B. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.
- C. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property

which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.

- D. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of the Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.
- E. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

6. SPECIAL CONDITIONS

- A. The SPONSOR must submit any proposed change affecting the Project to the STATE, in writing, for the STATE'S approval prior to any change.
- B. The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.

7. SUBCONTRACTORS

The SPONSOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.

8. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties to this Agreement.

9. INDEMNIFICATION

The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.

10. EXAMINATION OF RECORDS

Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.

11. SINGLE AGENCY AUDIT

If the SPONSOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during any SPONSOR fiscal year covered, in whole or in part, under this Agreement, the SPONSOR will be subject to the single agency audit requirements under the U. S. Office of Management and Budget (OMB) regulations, found at 2 CFR Part 200 subpart F. If the SPONSOR expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions.

12. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

13. AMERICANS WITH DISABILITIES

The SPONSOR will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.

14. DISBARMENT

The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

15. COMPLIANCE

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:

- A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.
- B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and,
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

16. CERTIFICATION REGARDING LOBBYING

- A. The SPONSOR certifies, to the best of the SPONSOR'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the SPONSOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The SPONSOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

17. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

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

18. NOTICE

Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation
Attn: Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Madison, South Dakota
Attn: Honorable Roy Lindsay
116 W. Center St.
Madison, SD 57042

19. SIGNATURE AUTHORITY

The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as **Exhibit A**.

This Agreement has been executed by the STATE and the SPONSOR acting by and through their duly authorized representatives.

City of Madison, South Dakota

By: _____

Printed Name: _____

Its: Mayor

Date: _____

Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(City Seal)

State of South Dakota
Department of Transportation

By: _____

Printed Name: _____

Its: _____

Date: _____

RESOLUTION NO. 2024-46

A RESOLUTION TO APPROVE A PLAT

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

That the plat of Lot 1 of Water Treatment Addition, An Addition to the City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

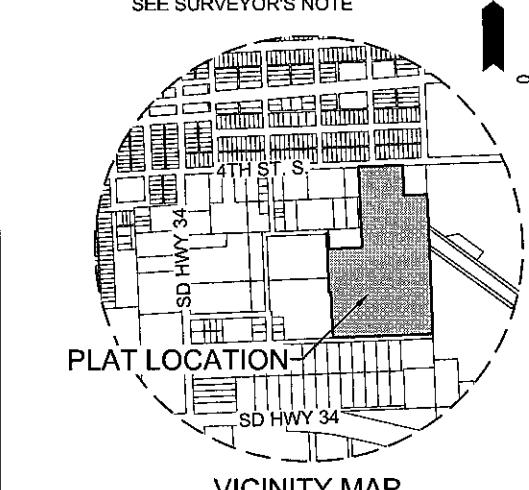
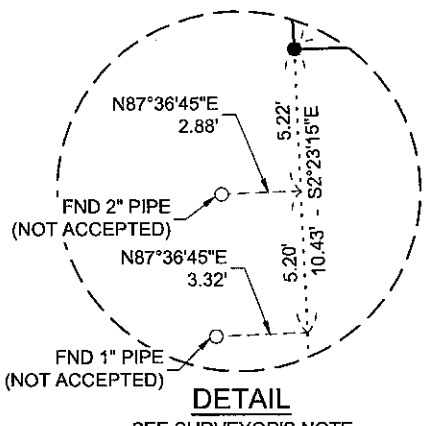
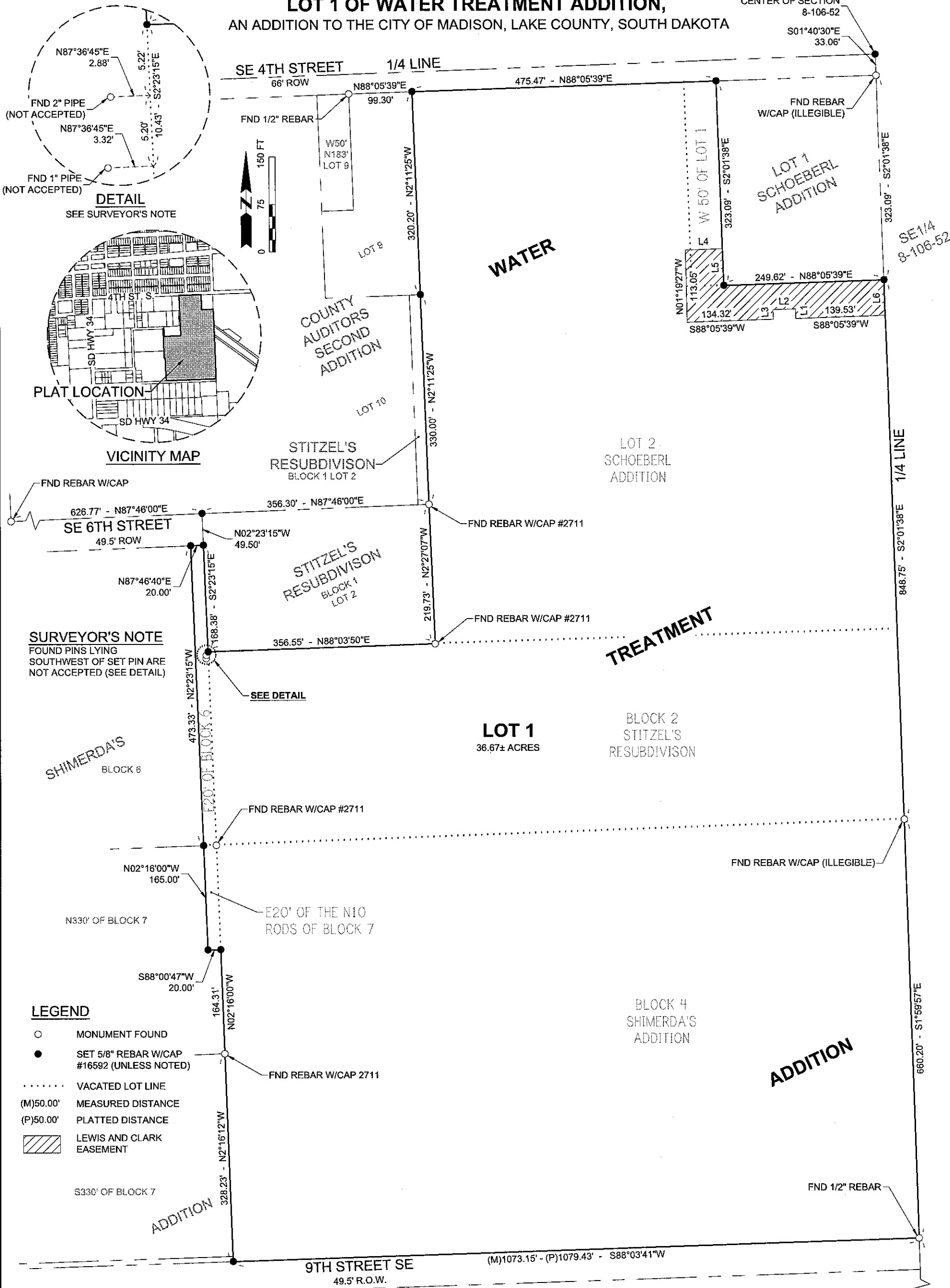
Dated this 16th day of December, 2024.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

PLAT OF
LOT 1 OF WATER TREATMENT ADDITION,
 AN ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA



SURVEYOR'S NOTE
 FOUND PINS LYING
 SOUTHWEST OF SET PIN ARE
 NOT ACCEPTED (SEE DETAIL)

- LEGEND**
- MONUMENT FOUND
 - SET 5/8" REBAR W/CAP #16592 (UNLESS NOTED)
 - VACATED LOT LINE
 - (M)50.00' MEASURED DISTANCE
 - (P)50.00' PLATTED DISTANCE
 - ▨ LEWIS AND CLARK EASEMENT

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	15.00'	N1°54'21"W
L2	35.00'	S88°05'39"W
L3	15.00'	S1°54'21"E
L4	57.84'	N88°05'39"E
L5	58.04'	S2°01'38"E

VACATION NOTICE
 THIS PLAT WILL VACATE "THE WEST 50' OF LOT 1 AND ALL OF LOT 2" AS SHOWN IN THE PLAT OF "SCHOEBERL ADDITION, A REPLAT OF COUNTY AUDITOR'S SIXTH ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA". FILED IN **BOOK 3 ON PAGE 162** THEREOF.

THIS PLAT WILL VACATE "BLOCK 2" AS SHOWN IN THE PLAT OF "STITZEL'S RESUBDIVISION OF PART OF BLOCK 5 SHIMERDA'S ADDITION TO MADISON". FILED IN **BOOK 2 ON PAGE 64** THEREOF.

THIS PLAT WILL VACATE "BLOCK 4, THE E20' OF BLOCK 6, AND THE E20' OF THE NORTH 10 RODS OF BLOCK 7" AS SHOWN IN THE PLAT OF "SHIMERDA'S ADDITION TO MADISON, LAKE COUNTY, SOUTH DAKOTA". FILED IN **BOOK 1 ON PAGE 48** THEREOF.

PREPARED BY:
 BANNER ASSOCIATES, INC.
 409 22nd AVE. S.
 BROOKINGS, SD 57006
 (605) 692-6342



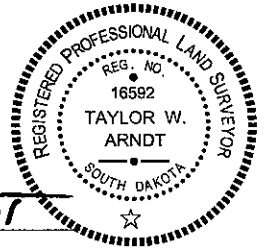
SURVEYOR'S CERTIFICATE

I, TAYLOR W. ARNDT, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT I DID, ON OR BEFORE **AUGUST 12, 2024**, AT THE REQUEST OF THE OWNER(S) LISTED HEREON, SURVEY A PORTION OF THAT PARCEL OF LAND DESCRIBED AS **LOTS 1 AND 2 OF SCHOEBERL ADDITION; BLOCK 2 OF STITZEL'S RESUBDIVISION; AND BLOCKS 4, 6, AND 7 OF SHIMERDA'S ADDITION; ALL TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA** AND PLATTED THE SAME AS SHOWN ON THE ABOVE PLAT.

THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS **LOT 1 OF WATER TREATMENT ADDITION, AN ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA.**

I HAVE SURVEYED THE TRACT OF LAND SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS 4th DAY OF NOVEMBER, 20 24.



Taylor W. Arndt
TAYLOR W. ARNDT
PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 16592

OWNER'S CERTIFICATE

WE, THE **CITY OF MADISON**, DO HEREBY CERTIFY THAT WE ARE THE SOLE, ABSOLUTE, AND UNQUALIFIED OWNER OF ALL OF THE LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT OUR REQUEST AND IN ACCORDANCE WITH OUR INSTRUCTIONS FOR THE PURPOSES OF SUBDIVISION, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS AS WELL AS ALL WATER POLLUTION PREVENTION CONTROL RULES, CODES, AND LAWS. THIS PARCEL OF LAND IS FREE FROM ANY ENCUMBRANCES.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE STREETS, ROADS AND ALLEYS, PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ALLEYS, PARKS AND PUBLIC GROUNDS WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS.

ON OUR BEHALF AS THE OWNER AND ALSO BINDING ON BEHALF OF FUTURE SUCCESSORS AND ASSIGNS, WE HEREBY WAIVE ANY RIGHTS OF PROTEST TO ANY SPECIAL ASSESSMENT PROGRAM WHICH MAY BE INITIATED BY THE CITY FOR THE PURPOSE OF INSTALLATION OF IMPROVEMENTS REQUIRED BY THE SUBDIVISION ORDINANCE OF THE CITY OF MADISON. WE HEREBY WAIVE ANY RIGHTS OF PROTEST TO ANY SPECIAL ASSESSMENT PROGRAM WHICH MAY BE INITIATED FOR THE PURPOSE OF INSTALLATION OF IMPROVEMENTS REQUIRED BY THE SUBDIVISION ORDINANCE OF THE CITY OF MADISON.

WE FURTHER CERTIFY THAT THIS PLATTING OF THE DESCRIBED **LOT 1 OF WATER TREATMENT ADDITION, AN ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA** DOES HEREBY VACATE "THE WEST 50' OF LOT 1 AND ALL OF LOT 2" OF THE FOLLOWING PLATTING: **SCHOEBERL ADDITION, A REPLAT OF COUNTY AUDITOR'S SIXTH ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA** ON FILE AT THE REGISTER OF DEEDS OFFICE IN **BOOK 3, PAGE 162**, AND "BLOCK 2" OF THE FOLLOWING PLATTING: **STITZEL'S RESUBDIVISION OF PART OF BLOCK 5 SHIMERDA'S ADDITION TO MADISON** ON FILE AT THE REGISTER OF DEEDS OFFICE IN **BOOK 2, PAGE 64**, AND "BLOCK 4, THE E20' OF BLOCK 6, AND THE E20' OF THE NORTH 10 RODS OF BLOCK 7" OF THE FOLLOWING PLATTING: **SHIMERDA'S ADDITION TO MADISON, LAKE COUNTY, SOUTH DAKOTA** ON FILE AT THE REGISTER OF DEEDS OFFICE IN **BOOK 1 ON PAGE 48**, THE PLATS, HEREBY VACATED, BEING SITUATED WITHIN DESCRIBED **LOT 1 OF WATER TREATMENT ADDITION, AN ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA** AS SURVEYED.

IN WITNESS WHEREOF, I HAVE SET MY HAND THE _____ DAY OF _____, 20 _____.

ROY LINDSAY, MAYOR
CITY OF MADISON

ACKNOWLEDGMENT OF OWNER

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS DAY, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, WITHIN AND FOR THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED **ROY LINDSAY** ACKNOWLEDGED THAT HE, AS MAYOR OF THE **CITY OF MADISON**, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING OWNER'S CERTIFICATE FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20 _____.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

CITY ENGINEER'S CERTIFICATE

I, THE UNDERSIGNED CITY ENGINEER OF THE CITY OF MADISON, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED BY ME, OR MY AUTHORIZED AGENT, AND THAT THIS PLAT IS APPROVED BY ME.

DATED THIS _____ DAY OF _____, 20 _____.

CITY ENGINEER, CITY OF MADISON

PLANNING COMMISSION CERTIFICATE

APPROVAL OF THE PLAT OF **LOT 1 OF WATER TREATMENT ADDITION, AN ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA** IS HEREBY GRANTED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, 20 _____.

CHAIR, CITY PLANNING COMMISSION

CITY COMMISSION APPROVAL

RESOLUTION NUMBER _____

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA, THAT THE PLAT OF **LOT 1 OF WATER TREATMENT ADDITION, AN ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA** IS HEREBY APPROVED AND THAT THE CITY FINANCE OFFICER OF THE CITY OF MADISON IS HEREBY DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME THEREON.

DATED THIS _____ DAY OF _____, 20____.

MAYOR, CITY OF MADISON

CITY FINANCE OFFICER, CITY OF MADISON

CITY FINANCE OFFICER'S CERTIFICATE

I, _____, THE DULY APPOINTED, QUALIFIED AND ACTING CITY FINANCE OFFICER OF THE CITY OF MADISON, SOUTH DAKOTA, HEREBY CERTIFY THAT I HAVE COMPARED THE COPY OF THE FOREGOING RESOLUTION NO. _____ WITH THE ORIGINAL AS CONTAINED IN THE MINUTES OF THE SAID BOARD OF CITY COMMISSIONERS FOR THE MEETING OF SAID BOARD HELD ON THE _____ DAY OF _____, 20____ AND THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF SAID RESOLUTION AND THAT THE SAME HAS NOT BEEN ALTERED, MODIFIED, OR AMENDED, ON THIS _____ DAY OF _____, 20____.

CITY FINANCE OFFICER, CITY OF MADISON

COUNTY TREASURER CERTIFICATE

I, THE COUNTY TREASURER OF LAKE COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY OF THE PROPERTY INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

DATED THIS _____ DAY OF _____, 20____.

TREASURER, LAKE COUNTY
SOUTH DAKOTA

DIRECTOR OF EQUALIZATION CERTIFICATE

I, THE DIRECTOR OF EQUALIZATION FOR LAKE COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN RECEIVED BY MY OFFICE.

DATED THIS _____ DAY OF _____, 20____.

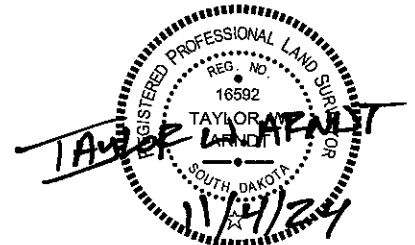
DIRECTOR OF EQUALIZATION, LAKE COUNTY
SOUTH DAKOTA

REGISTER OF DEEDS CERTIFICATE

STATE OF SOUTH DAKOTA }
COUNTY OF LAKE } SS

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____, AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____ THEREIN.

REGISTER OF DEEDS, LAKE COUNTY
SOUTH DAKOTA



RESOLUTION NO. 2024-47

A RESOLUTION TO APPROVE A PLAT

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

That the plat of Lots 10B and 10C in Block 1, Trojan Village Addition to the City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

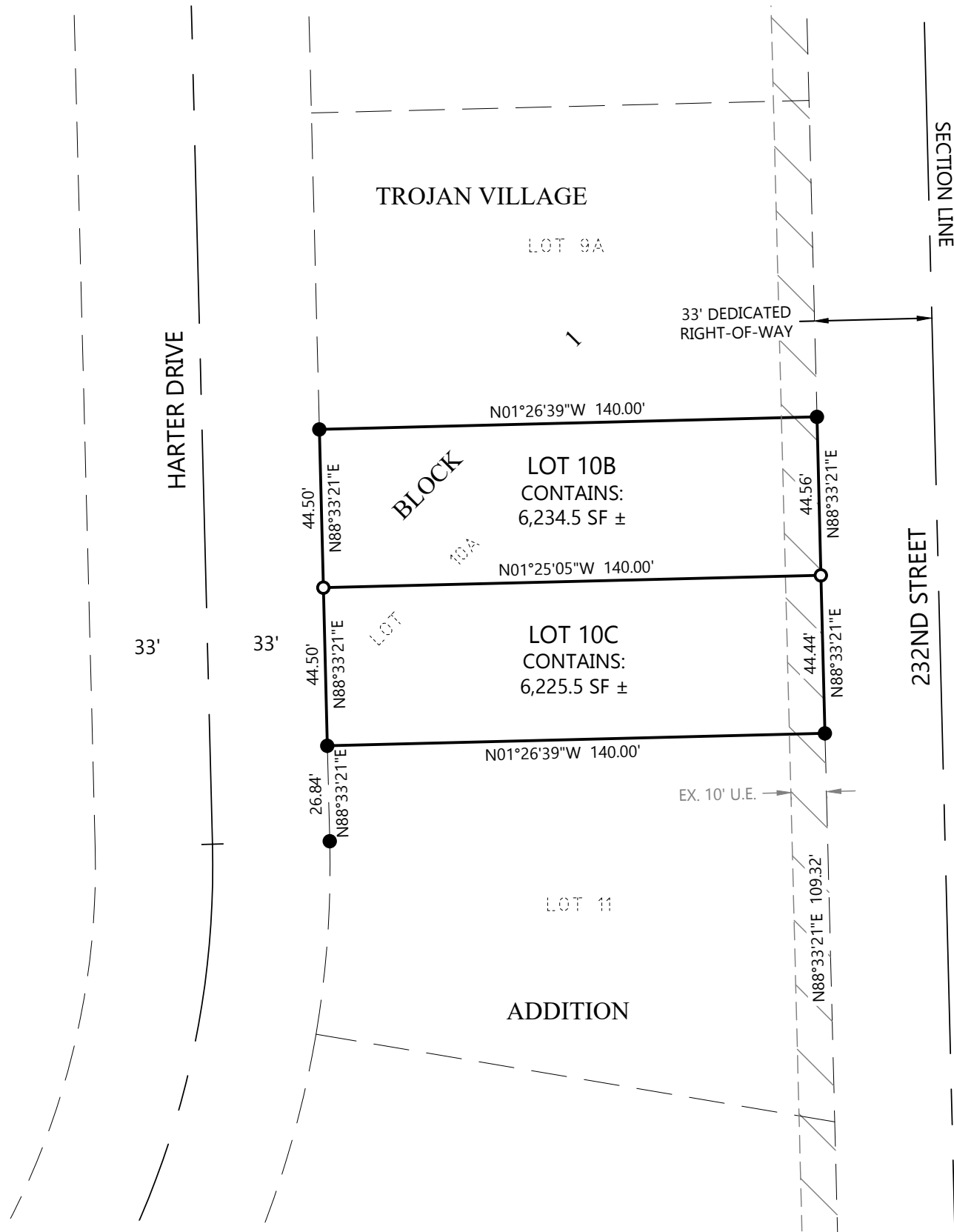
Dated this 16th day of December, 2024.

CITY OF MADISON

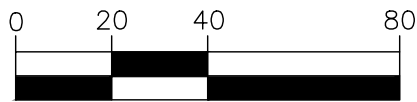
Mayor

ATTEST: _____
Finance Officer

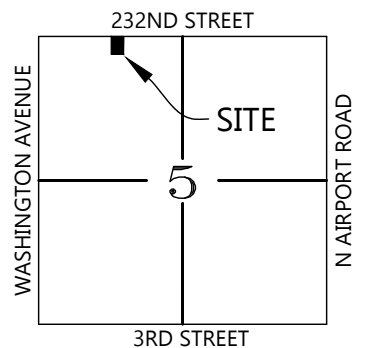
PLAT OF
LOTS 10B AND 10C IN BLOCK 1, TROJAN VILLAGE ADDITION
 TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA



GRAPHIC SCALE



(IN FEET)



VICINITY MAP

SECTION 5-106-52

Total Area Surveyed:
 12,460 SF ±

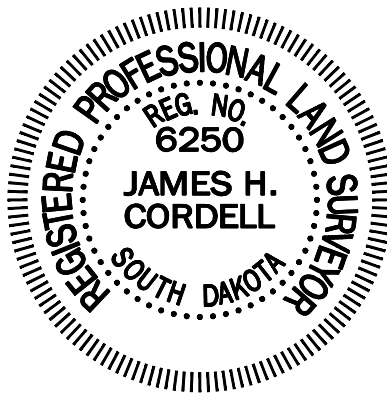
Notes:

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

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

Legend

- - Denotes 5/8 inch by 18 inch rebar set and marked by License No. 6250
- - Denotes found monument
- (R) - Record Distance
- (M) - Measured Distance
- U.E. - Utility Easement
- D.E. - Drainage Easement



PLAT OF
LOTS 10B AND 10C IN BLOCK 1, TROJAN VILLAGE ADDITION
 TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA

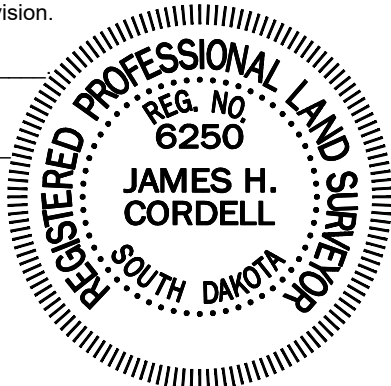
SURVEYOR'S CERTIFICATE

I, James H. Cordell, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I did on or before November 18, 2024, survey and replat Lot 10A in Block 1, Trojan Village Addition to the City of Madison, Lake County, South Dakota, into lots and a block as shown. The same shall hereafter be known and described as **Lots 10B and 10C in Block 1, Trojan Village Addition to the City of Madison, Lake County, South Dakota.**

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

Dated this _____ day of _____, 20_____

SD Registered Land Surveyor No. 6250



OWNER'S CERTIFICATE OF COMPLIANCE

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

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

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

We do hereby certify that this replat will not place any existing lot or building in violation of any applicable ordinance, code, regulation, or law including but not limited to zoning, building, subdivision, and flood prevention.

We further certify that this platting of said described Lots 10B and 10C in Block 1, Trojan Village Addition to the City of Madison, Lake County, South Dakota, does hereby vacate the following platting: Lot 10A in Block 1, Trojan Village Addition to the City of Madison, Lake County, South Dakota, said plat on file at the Register of Deeds office in Book 20 of Plats, page 162. Said plat, hereby vacated, is situated within Lots 10B and 10C in Block 1, Trojan Village Addition to the City of Madison, Lake County, South Dakota, as surveyed.

We do hereby acknowledge that this platting is being proposed for transfer purposes only and that prior to development of any parcels of this land or the issuance of any permit for the erection of any structure on any of the parcels of this land, the Owner shall accomplish the following as described in the City of Madison Subdivision Regulations - apply for and secure approval of a preliminary plat, particularly including but not limited to, development of a single drainage plan and detention pond(s) for all the land or parcels described in this plat, regardless of individual parcel size(s). These requirements shall be applicable and binding on our heirs, successors, and assigns, even if there are multiple owners of the land or parcels described herein. It is understood that the provision of this paragraph shall not apply or be binding as to any or all portions of the platted property which may be hereafter sold, transferred or otherwise acquired by the State of South Dakota, or any institution or agency under its jurisdiction; however, any of said property shall be subject to any municipal powers specifically granted in South Dakota Codified Laws 11-4, or any other applicable chapters.

Dated this _____ day of _____, 20_____.

Owner: Trojan Village, LLC

By: _____

Title: _____

STATE OF SOUTH DAKOTA)

§
 COUNTY OF _____)

On this _____ day of _____, 20_____, before me, the undersigned officer, personally appeared _____, who acknowledged self to be the _____ of Trojan Village, LLC, and that he as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by self as _____.

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

My commission expires: _____

 Notary Public, State of South Dakota

CITY ENGINEER'S CERTIFICATE

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

Signed on this _____ day of _____, 20_____.

 City Engineer, Madison, South Dakota

PLANNING COMMISSION CERTIFICATE

Approval of the plat of Lots 10B and 10C in Block 1, Trojan Village Addition to the City of Madison, Lake County, South Dakota, is hereby granted by the City Planning Commission on this _____ day of _____, 20_____.

 Chair, City Planning Commission

CITY COMMISSION APPROVAL

Resolution Number _____

Be it resolved by the City Commission of the City of Madison, that the plat of Lots 10B and 10C in Block 1, Trojan Village Addition to the City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

Adopted this _____ day of _____, 20_____.

 Mayor, City of Madison

Attest: _____
 City Finance Officer

CITY FINANCE OFFICER'S CERTIFICATE

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

 City Finance Officer, Madison, South Dakota

COUNTY TREASURER'S CERTIFICATE

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

Dated this _____ day of _____, 20_____.

 Treasurer, Lake County, South Dakota

DIRECTOR OF EQUALIZATION

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

 Director of Equalization, Lake County, South Dakota

REGISTER OF DEEDS

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

 Register of Deeds, Lake County, South Dakota

RESOLUTION NO. 2024-48

A RESOLUTION TO APPROVE A PLAT

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

That the plat of Lots 8A, 8B, 9A, 9B, Block 1, Cyber Estates Addition to the City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

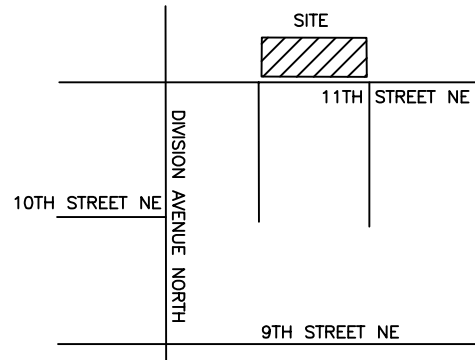
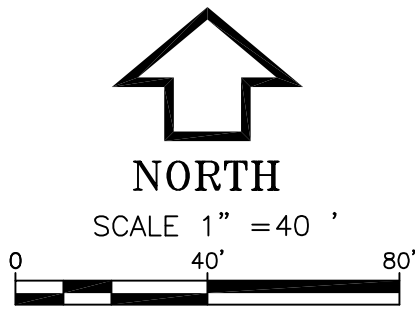
Dated this 16th day of December, 2024.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

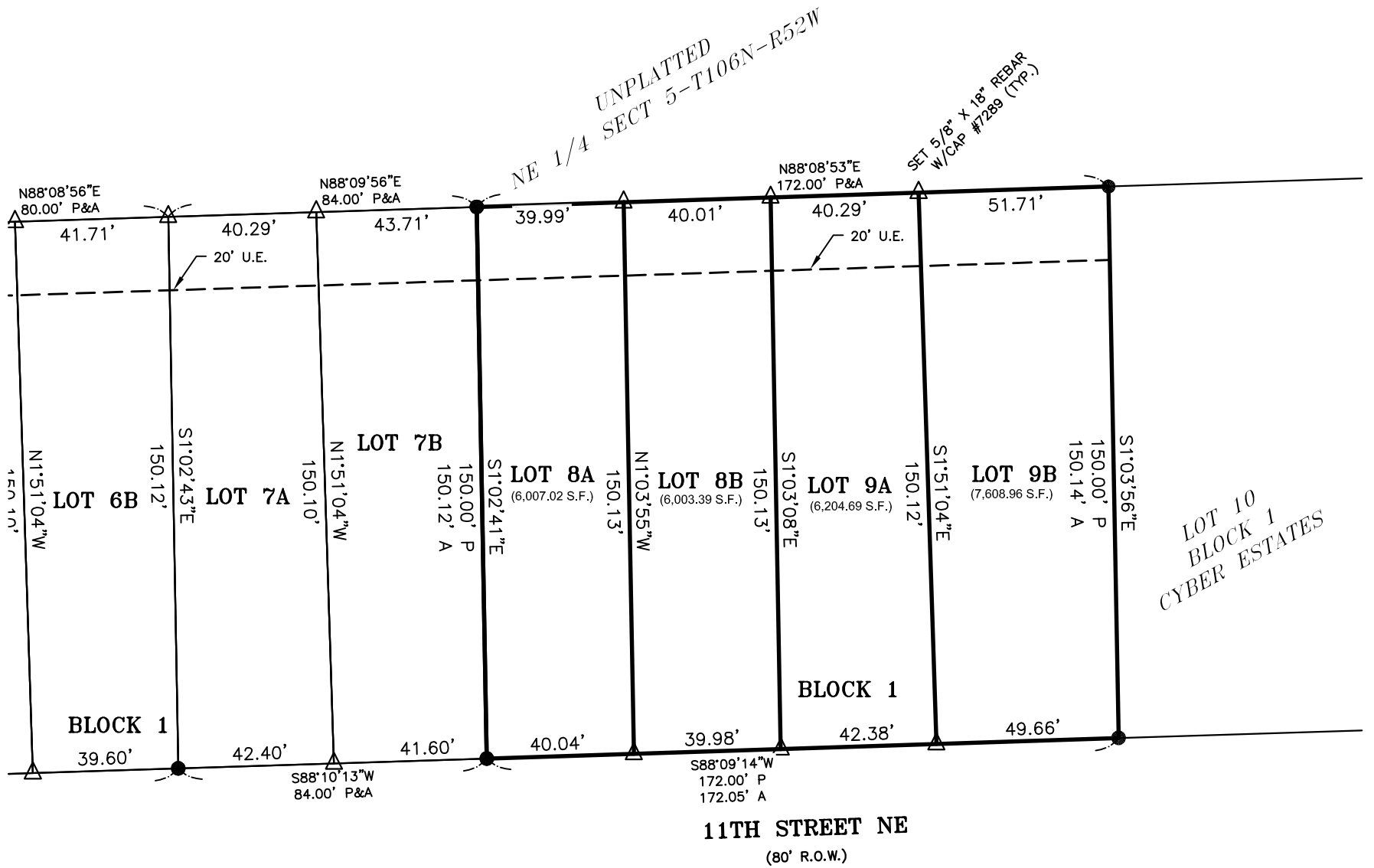
PLAT OF LOTS 8A, 8B, 9A, 9B, BLOCK 1, CYBER ESTATES ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA



VICINITY MAP
NOT TO SCALE

LEGEND

- | | |
|--------------------------------|---|
| P - PLAT DISTANCE | △ - SET SURVEY POINT, 5/8" X 24" REBAR WITH CAP #7289 |
| A - SURVEYED DISTANCE | U.E. - UTILITY EASEMENT |
| C.T.P. - CRIMPED TOP PIPE | D.E. - DRAINAGE EASEMENT |
| O.T.P. - OPEN TOP PIPE | S.S.E. - SANITARY SEWER EASEMENT |
| S.D.H. - STAR DRILL HOLE | S.A.E. - SUMP ACCESS EASEMENT |
| "X" - CHISELED "X" IN CONCRETE | ○ - ARC LENGTH |
| ● - FOUND SURVEY POINT | |



SURVEYOR'S CERTIFICATE

I, Nicholas J. Johannsen, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I did on or before November 20, 2024, survey a parcel of land described as "LOT 8 AND LOT 9, BLOCK 1, CYBER ESTATES ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA" and replatted the above into "LOTS 8A, 8B, 9A, AND 9B, BLOCK 1, CYBER ESTATES ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA", containing 0.593 acres, more or less.

The same hereafter shall be known and described as "LOTS 8A, 8B, 9A, AND 9B, BLOCK 1, CYBER ESTATES ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA."

I further certify that the above parcel was surveyed by me or under my direct personal supervision and that the plat as shown is a true and accurate representation of that survey.

Notes:

1. All dimensions on curves are arc distances.
2. The area of the plat is 25,824.06 s.f. or 0.593 acres ±.
3. The bearing system is an assumed local bearing system.
4. All property corners and curve points are set with 5/8" x 24" rebar with cap #7289.
5. There shall be a 20 feet wide Private Utility Easement, centered on both the private water and sanitary sewer service lines as they exist in the field in the event a service line crosses or is in close proximity to the adjacent property.

NICHOLAS J. JOHANNSEN, L.S. 7289



Project No. SD201338

PAGE 1 OF 2

ENGINEERING PLANNING LAND SURVEYING

300 N. Dakota Ave., Ste. 114 • Sioux Falls, South Dakota 57104 • 605/339-7215

ORDINANCE NO. 1675

AN ORDINANCE AMENDING REGULATIONS PERTAINING TO PEDDLERS AND HAWKERS

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

That Chapter 22, Licenses, Permits, Miscellaneous Business Regulations, Article VII, Peddlers and Hawkers of the Revised Ordinances of the City of Madison, also known as the Code of Ordinances, be amended to read as follows:

Sec. 22.183 – Purpose and Definitions.

The purpose of this ordinance is to facilitate the presence of peddlers and hawkers within the City of Madison in a manner that promotes economic activity while ensuring public safety and order.

For the purpose of this ordinance, the following definitions shall apply:

- (a) Peddler: Any individual who sells goods or services from a portable stand, cart, or other mobile means, moving from place to place, or stationed in one location temporarily, within the city limits.
- (b) Hawker: Any individual who sells goods or services from a fixed location within the city, such as a sidewalk or public space, with or without a temporary setup.

Sec. 22-184 – Allowance.

Permitted Activities: Peddlers and hawkers are permitted to operate within the city limits of Madison without requiring a permit or fee.

Designated Areas: Peddlers and hawkers are allowed to set up and conduct their business on public sidewalks, parks, and other public spaces, subject to the following conditions:

- (a) Non-Obstruction: Peddlers and hawkers must ensure that their activities do not obstruct pedestrian or vehicular traffic.
- (b) Health and Safety: All operations must comply with applicable health and safety regulations, including but not limited to food safety standards if food items are sold.
- (c) Public Space Regulations: Peddlers and hawkers must adhere to all other regulations pertaining to the use of public spaces, including but not limited to cleanliness and respect for local ordinances.

Sec. 22-185 – Restrictions.

Peddlers and hawkers may only operate with the following restrictions.

- (a) Peddlers and hawkers may not erect permanent structures or fixtures on public property.
- (b) Peddlers and hawkers are not allowed in areas where their presence would conflict with existing zoning laws, impede emergency services, or infringe upon private property rights.
- (c) During special events or parades, additional restrictions may be imposed to ensure safety and effective management of the event. Peddlers and hawkers must comply with any temporary regulations established for these occasions.

Sec. 22-186 – Enforcement.

The City of Madison Police Department and/or designated city officials shall have the authority to enforce the provisions of this ordinance. Any violations of this ordinance shall be subject to a warning and/or citation. Persistent or severe violations may result in further legal action in accordance with existing municipal code enforcement procedures.

Secs. 22-187 – 22-208 – Reserved.

Dated this ____ day of September 2024.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

1st Reading:

2nd Reading:

Published:

Effective:

ORDINANCE NO. 1676

AN ORDINANCE TO AMEND THE CABLE COMMUNICATIONS FRANCHISE ORDINANCE NO. 1592

WHEREAS, Midcontinent Communications (“Company”) holds a cable communications franchise (“Franchise”) for the construction and operation of a cable communications system within the City of Madison, South Dakota (“Grantor”); and

WHEREAS, Grantor and Company have mutually agreed to extend the term of the Franchise by adopting this Ordinance Amendment (“Amendment”) and to make such other changes as are mutually agreed upon herein.

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

1. The term of the Franchise is hereby amended to initially expire five (5) years after the current expiration date of September 14, 2024, or September 14, 2029 with an automatic renewal of an additional five (5) years. If the City takes no action to prevent the automatic renewal on or before September 14, 2029, the current franchise ordinance shall be extended with a new expiration date of September 14, 2034.
2. Company shall be subject to all City of Madison ordinances and the requirements of applying for Excavation Permits and complying with Chapter 36, Article III - Excavations.
3. Grantee shall make commercially reasonable efforts to remove and re-locate its distribution lines within 30-days of written request to do so by the City. If Grantee is unable to meet this requirement, Grantee will provide written response detailing why it is not possible and an alternate timeline to complete the work.
4. The Franchise is amended to remove Section XIX – Rates, Subsection 1 and replaced with: Grantee shall at all times maintain a publicly accessible website with a schedule setting forth rates and charges to be made to subscribers for basic cable service, including installation charges.
5. The Franchise is amended to remove Section X – Service to Schools and City and replaced with the following:

Grantee shall, subject to the line extension provisions of Section V, also provide to the City without charge, at three (3) City owned buildings other than a school, hospital, nursing home, apartment or building at the airport, to be selected by the City as indicated on Exhibit “A” attached hereto, one junction terminal to said building. City shall be responsible for the cost of internet services in the event they are required to receive Grantee’s services via Internet Protocol Television (IPTV).

If requested, the Grantee shall allocate one channel to the City as a public, educational, or governmental access channel. Until such time as the city files a written request with Grantee

for full-time use of the channel, Grantee shall have the right to use that portion of the channel capacity that is not being used by the City. Grantee shall have a reasonable period of time after notification to vacate its use of the channel.

6. Except as expressly modified herein, all other terms and conditions of the Franchise shall remain in full force and effect. Neither party waives any rights it may have pursuant to applicable law.
7. This Amendment shall be effective upon its passage and publication in accordance with applicable law.

Dated this __ day of _____, 2024.

CITY OF MADISON

Roy J. Lindsay, Mayor

ATTEST: _____
Amy Sad, Finance Officer

MIDCONTINENT
COMMUNICATIONS
By Midcontinent Communications
Investor, LLC
Its Managing general partner

By: Patrick McCann
Its: VP of Legal and General
Counsel

1st Reading:
2nd Reading:
Published:
Effective:

Published once at the approximate cost of \$__.

ORDINANCE NO. 1677

**AN ORDINANCE TO AMEND THE CABLE COMMUNICATIONS FRANCHISE
ORDINANCE NO. 1591**

WHEREAS, Clarity Telecom, LLC, dba Bluepeak (“Company”) holds a cable communications franchise (“Franchise”) for the construction and operation of a cable communications system within the City of Madison, South Dakota (“Grantor”); and

WHEREAS, Grantor and Company have mutually agreed to extend the term of the Franchise by adopting this Ordinance Amendment (“Amendment”) and to make such other changes as are mutually agreed upon herein.

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

1. The term of the Franchise is hereby amended to initially expire five (5) years after the current expiration date of September 14, 2024, or September 14, 2029 with an automatic renewal of an additional five (5) years. If the City takes no action to prevent the automatic renewal on or before September 14, 2029, the current franchise ordinance shall be extended with a new expiration date of September 14, 2034.
2. Company shall be subject to all City of Madison ordinances and the requirements of applying for Excavation Permits and complying with Chapter 36, Article III - Excavations.
3. Grantee shall make all reasonable efforts to remove and re-locate its distribution lines within 30 days of written request to do so by the City. If Grantee is unable to meet this requirement, Grantee will provide written response detailing why it is not possible and an alternate timeline to complete the work.
4. The Franchise is amended to remove Section XIX – Rates, Subsection 1 and replaced with: Grantee shall at all times maintain a website a schedule setting forth rates and charges to be made to subscribers for basic cable service, including installation charges.
5. The Franchise is amended to remove Section X – Service to Schools and City and replaced with:

Grantee shall, subject to the line extension provisions of Section V, also provide to the City without charge, at three (3) City owned buildings other than a school, hospital, nursing home, apartment or building at the airport, to be selected by the City as indicated on Exhibit “A” attached hereto, one junction terminal to said building. City shall be responsible for the cost of internet services in the event they are required to receive Grantee’s services via Internet Protocol Television (IPTV).

If requested, the Grantee shall allocate one channel to the City as a public, educational, or governmental access channel. Until such time as the city files a written request with Grantee for full-time use of the channel, Grantee shall have the right to use that portion of the channel

capacity that is not being used by the City. Grantee shall have a reasonable period of time after notification to vacate its use of the channel.

- 6. Except as expressly modified herein, all other terms and conditions of the Franchise shall remain in full force and effect. Neither party waives any rights it may have pursuant to applicable law.
- 7. This Amendment shall be effective upon its passage and publication in accordance with applicable law.

Dated this __ day of _____, 2024.

CITY OF MADISON

Roy J. Lindsay, Mayor

ATTEST: _____
Amy Sad, Finance Officer

CLARITY TELECOM, LLC
By Clarity Telecom, LLC
Its Managing general partner

By: Rich Fish
Its: Chief Executive Officer

1st Reading:
2nd Reading:
Published:
Effective:

Published once at the approximate cost of \$__.

ORDINANCE NO. 1678

AN ORDINANCE TO AMEND APPROPRIATION ORDINANCE NO. 1663 FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024

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

Section I:

That the following sums are appropriately supplemented to meet the obligations of the municipality:

101	General Fund			
	4311	Highways & Streets	\$	328,002.67
518	City Hall			
	4197	City Hall	\$	2,075,988.63
Total Appropriations				\$ 2,403,991.30

Section II:

That the following sources of funding necessary to supplement the obligations set forth in Section I shall be derived from:

920	Reserves			
	4311	Hwy/Streets Capital Replacement 920-14086	\$	78,002.67
	4311	Hwy/Streets Shop Building 920-14087	\$	250,000.00
999	Cash on Hand			
	4197	City Hall 999-11010	\$	2,075,988.63
Total Means of Finance				\$ 2,403,991.30

Dated this ___ day of January, 2025

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

1st Reading: December 16, 2024

2nd Reading:

Published:

Effective:

RESOLUTION NO. 2024-44

A RESOLUTION TO APPROVE CONTINGENCY TRANSFER FOR 2024

WHEREAS, The City of Madison did approve a line for contingency transfers in the 2024 annual budget in accordance with SDCL 9-21-6.1; and,

WHEREAS, The City of Madison finds it necessary to transfer from said contingency line;

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA:
that the following amount(s) be transferred:

From:	General Fund – Contingency: 101-4115-42910	\$ 420,497.11
To:	General Fund – 4145 Information Technology	\$ 39,219.31
	General Fund – 4311 Highways & Streets	\$ 226,604.35
	General Fund – 4315 Storm Drainage	\$ 55,932.98
	General Fund – 4562 FB&T Sportsplex	\$ 88,517.72
	General Fund – 4653 Community Contributions	\$ 10,222.75

Dated this 16th day of December, 2024

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

RESOLUTION NO. 2024-42

**A RESOLUTION TO DECLARE THE NECESSITY FOR SIDEWALK REPAIR IMPROVEMENT
2025**

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

That the City hereby declares the necessity of repairing and reconstructing sidewalks within the City of Madison located in front of and abutting upon the following described properties as noted below:

1. The West 71 1/2 Feet (W71 1/2) of Lost Seven (7) [also described as the West Half (W1/2) of Lot 7] and the West 71 1/2 Feet (W71 1/2') of lot Eight (8) [also described as the West Half (W1/2) of Lot 8] in Block Four (4) of Town Proprietor's First Addition to City of Madison,(320 N.W. 1st Street); approximately 19 square feet; 1 instance
2. The North Half (N1/2) of Lot Eleven (11) and all of Lot Twelve (12) in Block Four (4) of Town Proprietor's First Addition to the City of Madison, Lake County, SD, according to the recorded plat thereof; (having a street address of 220 N. Josephine Ave.) Except Lot h-1 of Lot 12; approximately 14 square feet; 1 instance
3. The North Half (N 1/2) of Lot Nine (9) and all of Lot Ten (10) in Block Five (5) of Town Proprietor's First Addition to Madison, Lake County, SD, According to the recorded plat thereof; approximately 23 square feet; 1 instance
4. Lots Nine (9) and Ten (10) in Block Seven (7) of Town Proprietor's First Addition to Madison, Lake County, South Dakota, according to the recorded plat thereof; approximately 19 square feet; 1 instance
5. Lots Three (3) and Four (4), Block Six (6), Town Proprietor's First Addition to Madison, Lake County, SD; approximately 23 square feet; 1 instance
6. Lot "A" of the Heritage Addition in Block Seven (7) of the Original Plat of Madison, Lake County, South Dakota; approximately 224 square feet; 3 instances
7. The West 80 Feet (W80') of Lots Seven (7) and Eight (8) in Block Six (6) of the Original Plat of the City of Madison, (202 & 206 N. Blanch Avenue); approximately 23 square feet; 1 instance
8. Lot B2, a Subdivision of Previously Platted Lot B, of Heritage Addition in Block 7 of the Original Plat of Madison, Lake County, South Dakota, according to the recorded plat thereof; approximately 52 square feet; 3 instances
9. The West Half (W1/2) of Lots Ten (10) and Eleven (11) in Block Seventeen (17) of the Original Plat of Madison, Lake County, SD, according to the recorded plat thereof; approximately 19 square feet; 1 instance
10. Lot Thirty-one (31), except the North Five Hundred Fifty Feet thereof, in County Auditor's Third Addition to the City of Madison, South Dakota, according to the recorded plat thereof; approximately 710 square feet; 4 instances
11. Lot One (1) in Block Three (3) of the Original Plat of Madison, Lake County, South Dakota, according to the recorded plat thereof; approximately 23 square feet; 1 instance
12. The East 45 feet of Lots One (1) and two (2) in Block Twenty One (21) Original Plat of the City of Madison, Lake County, SD; approximately 47 square feet; 1 instance

13. Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) of Hakeman's Addition to the City of Madison, Lake County, SD, according to the recorded plat thereof; approximately 397 square feet; 3 instances
14. The North Half (N 1/2) of Lot Nine (9) and all of Lot Ten (10) in Block Two (2) of Frautschy's Addition to Madison, Lake County, South Dakota; approximately 28 square feet; 1 instance
15. Lot 2 in Block 26 of the Original Plat of Madison, Lake County, South Dakota According to the recorded plat thereof; approximately 28 square feet; 1 instance
16. Lots Seven (7) and Eight (8) in Block Six (6) of Town Proprietor's Third Addition to Madison, Lake County, SD, according to the recorded plat thereof; approximately 186 square feet; 1 instance
17. Lot One (1) in Block Twenty-seven (27) of the Original Plat of Madison, Lake County, South Dakota, Subject to easement and restriction of record; approximately 23 square feet; 1 instance
18. Lot 6 in Block 27 of the Original Plat of Madison, Lake County, South Dakota, according to the recorded plat thereof; approximately 70 square feet; 2 instances
19. Lots Eight (8) and Nine (9) in Block Twenty (20) of the Original Plat of the City of Madison, Lake County, South Dakota; approximately 23 square feet; 1 instance
20. IRVING.D.SMITH'S Subdivision of Lots 1,2 and 3, of Block 15, of The Original Plat, Madison, South Dakota; approximately 231 square feet; 7 instances
21. The East 50 feet of Lots Five (5) and Six (6), Block Nine (9), Original Plat of Madison, Lake County, SD; approximately 60 square feet; 1 instance
22. Lot Three (3) and all of Lot Four (4) except the West 85.36 Feet thereof, and the East 50 Feet of Lots Five (5) and Six (6) of Block Nine (9) of the Original Plat of Madison, Lake County, South Dakota; approximately 360 square feet; 1 instance
23. The East Eighty-six Feet (E 86') of Lots One (1) and Two (2), except the East Forty Feet (E 40') of the South Thirty Feet (S 30') of said Lot Two (2), in Block Nine (9), Original Plat of the City of Madison; approximately 330 square feet; 2 instances
24. Lots One (1) and Two (2), Block Four (4), Original Plat of the City of Madison, Lake County, South Dakota; approximately 23 square feet; 1 instance
25. Lot Twelve (12) and Lot Thirteen (13) in Block Nine (9) of the Original Plat of Madison, Lake County, South Dakota; approximately 117 square feet; 1 instance
26. The West Sixty Feet (W 60') of Lot Seven (7) in Block Nine (9) of the Original Plat of Madison, South Dakota; approximately 23 square feet; 1 instance
27. Lot Seventeen (17) in Block Fifteen (15), of the Original Plat of the City of Madison, Lake County, South Dakota; approximately 25 square feet; 1 instance
28. The North 0.7 feet of Lot 10 and Lot 11 except the South 4.3 feet of the West 18.0 feet thereof, and all of Lots 12,13,14,15,16,17 and 18, Block 20, original pat of the City of Madison; approximately 23 square feet; 1 instance

29. The West 75 feet of Lot Fifteen (15) and the West 75 feet of the North 25 feet of Lot Fourteen (14) in Block Nineteen (19) of the Original Plat of Madison, Lake County, SD, according to the recorded plat thereof; approximately 46 square feet; 2 instances
30. Lot 100 and Lot 101 of Block 16 of The Original Plat of Madison, lake County, South Dakota; approximately 179 square feet; 3 instances
31. Lots Eleven (11) and Twelve (12) of Block Five (5) of the Original Plat of the City of Madison, Lake County, South Dakota; approximately 168 square feet; 2 instances
32. Lot One (1) in Block Eight (8) of the Original Plat to the City of Madison, Lake County, South Dakota, according to the recorded plat thereof; subject to easement, reservations and restriction of record; approximately 23 square feet; 1 instance
33. Lots Three (3) , Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Block Nineteen (19) of the Original Plat of Madison, Lake County, SD, according to the recorded plat thereof; approximately 25 square feet; 1 instance
34. The West 29 Feet of Lots Eleven (11) and Twelve (12) in Block Eight (8) of the Original Plat of Madison, Lake County, South Dakota, according to the recorded plat thereof; approximately 120 square feet; 1 instance
35. Lot Twenty-One (21), Except the West Ninety-One (91') feet, Block Fifteen (15), Original Plat of Madison, Lake County, South Dakota; approximately 40 square feet; 1 instance
36. Lot Twelve (12) in Block Sixteen (16) of the Original Plat of Madison, Lake County, South Dakota; approximately 40 square feet; 1 instance
37. Lots 20 and 21, Block 20, Original Plat of City of Madison, Lake County, South Dakota; approximately 70 square feet; 2 instances
38. Lot One (1) in Block Nineteen (19) of the Original Plat of Madison, Lake County, South Dakota according to the recorded plat thereof; approximately 140 square feet; 1 instance

The City of Madison endeavored to notify the owners of the above-described lots and parcels of land of required sidewalk repairs by a desired deadline of November 1, 2025. Because the sidewalks were not repaired by the owners or occupants of said lots or parcels of land by the desired deadline, the City of Madison will cause the same to be reconstructed or repaired and the cost thereof assessed upon the abutting lots or parcels of land. The reconstruction or repair of the sidewalk shall also include a) the repair or reconstruction of thickened edge sidewalk adjacent to street surfacing; b) the filling of any voids beneath and/or adjacent to sidewalk; the repair of any structures beneath and/or adjacent to sidewalk; and similar such repairs and/or replacements associated with sidewalk reconstruction or repair as directed by the City Engineer. The owners of lots set forth above shall repair sidewalk at their own expense on or before July 21, 2025. Notice of the requirement to repair and deadline for repairing is hereby provided pursuant to SDCL 21-10-6 by provision of this resolution and appurtenant correspondence.

The general nature of the construction and materials to be used are as follows:

- a. Sidewalks shall be 4 feet 8 inches in width and run the entire length of the real property. Sidewalk dimensions for repair may be greater than the aforementioned width as determined by the City Engineer.
- b. Concrete shall be a minimum of 4 inches thick and shall include aggregate customarily used in this locale for concrete that will be exposed to the elements.
- c. A gravel base course with a minimum depth of three inches shall be used.

d. Location and grade shall be approved by the Office of the City Engineer.

Exempt from the requirement to construct sidewalk are those areas which presently have asphalt pavement marked and striped with paint or other approved materials where sidewalk would normally be located where said areas are actually designated as so herein described and where said areas are in a condition equal to the condition standards required for sidewalk.

If such sidewalk is not reconstructed or repaired in the manner and within the time prescribed hereinabove, then, pursuant to SDCL 21-10-6 the City of Madison, by this Resolution, shall cause the work to be done and the cost thereof to be assessed against the lots affronting or abutting upon the sidewalks constructed, reconstructed or repaired as provided in SDCL 9-46-2 and subsequent sections.

All work to be constructed by licensed contractors in accordance with standard City of Madison specifications which are on file and can be reviewed at the Office of City Engineer.

A copy of the resolution will be recorded at the Register of Deeds Office, Lake County, SD as a notice to all potential or actual future landowners, of present or future assessment payments on said property.

Dated this _____ day of December, 2024.

CITY OF MADISON

Mayor

ATTEST: _____

PROPOSED RESOLUTION NO. 2024-43

A RESOLUTION TO DECLARE THE NECESSITY FOR SIDEWALK IMPROVEMENT 2025

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

That the City hereby declares the necessity of constructing sidewalks within the City of Madison located adjacent to the following streets as noted in Exhibit A with the projected locations being as follows: -

A. Project 1 – NW 6th Street from Highland Ave and Union Ave:

1. All of Lot One (1) and the North 15 feet of Lot Two (2) in Block Forty One (41) of Smith and Trow's Summit Addition to Madison, Lake County, SD, EXCEPT Lot H1 thereof; AND Lot Two (2) EXCEPT the North 15 feet thereof, and all of Lot Three (3) in Blok Forty One (41) of Smith and Trow's Summit Addition to Madison, Lake County, SD, EXCEPT Lot H1 Thereof; 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09
2. The South 140 Feet of Lots Twelve (12) and Thirteen (13) and the South 140 Feet except the West 42 Feet thereof in Lot Fourteen (14) of the Northwestern Subdivision of Block Thirty Eight (38) of Smith and Trow's Summit Addition to Madison, Lake Co., South Dakota, according to the recorded plat thereof; 115 linear feet of 4-inch sidewalk; estimated costs \$5,467.17
3. Lot Ten (10) of the West Half (W 1/2) of Lot Eleven (11) in Block Thirty Seven (37) of Smith and Trow's Summit Addition to Madison, South Dakota; 75 linear feet of 4-inch sidewalk; estimated costs \$3,565.55
4. Lot Twelve (12) and East Half (E1/2) of Lot Eleven (11) in Block Thirty-Seven (37), in Smith and Trow's Summit Addition to Madison, Lake County, South Dakota; 75 linear feet of 4-inch sidewalk; estimated costs \$3,565.55
5. Lot 7 and the East Half (E1/2) of Lot 8 in the Northwestern Subdivision of Block 38 of Smith and Trow's Summit Addition to Madison, Lake County, South Dakota, according to the recorded plat thereof; 75 linear feet of 4-inch sidewalk; estimated costs \$3,565.55
6. Lot One (1) and the North One-Half (N 1/2) of lot Two (2) in Block Thirty Seven (37) of Smith and Trow's Summit Addition to Madison, Lake County, SD, according to the recorded plat thereof; 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52
7. The South Half (S 1/2) of Lot Five (5) and all of Lot Six (6) in Northwestern Subdivision of Block Thirty Eight (38) of Smith and Trow's Summit Addition to Madison, Lake County, SD, according to the recorded plat thereof; 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52
8. The South Seventy-five Feet (75') of Lot Seven (7), Eight (8) and Nine (9) in Block Twenty-nine (29) of Smith and Trow's Addition to Madison, South Dakota, according to the recorded plat thereof; 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09
9. The South Half (S 1/2) of Lot Five (5) and all of Lot Six (6) in Block Twenty Nine (29) of Smith and Trow's Summit Addition to Madison, Lake County, SD; 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52
10. Lot One (1) in Block Thirty (30) in Smith and Trow's Summit Addition to Madison, Lake County, South Dakota, according to the recorded plat thereof; 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52

11. The West 20 Feet of Lot 8 and all of Lot 9 in Block 24 of Smith and Trow's Summit Addition to Madison, Lake County, South Dakota; 70 linear feet of 4-inch sidewalk; estimated costs \$3,327.84
12. Lot 1 and the North Half (N 1/2) of Lot 2 in Block 23 of Smith and Trow's Summit Addition to Madison, Lake County, South Dakota; 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52
13. The South Twelve Feet (S12') of Lot Four (4) of Felker's Resubdivision of Block Fifteen (15) of Smith and Trow's Summit Addition, and the South Fifty Feet (S50') of Lots Seven (7), Eight (8) and Nine (9) in Block Fifteen (15) of Smith and Trow's Summit Addition, Madison, Lake County, South Dakota, according to the recorded plat thereof; 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09
14. Lot One (1) and the North One-half (N1/2) of Lot Two (2) in Block Sixteen (16) of Smith & Trow's Addition to Madison, Lake County, South Dakota; 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52
15. The South 10 Feet of Lot Five (5) and all of Lot Six (6) in Block Fifteen (15) of Smith and Trow's Summit Addition to Madison, Lake County, SD, according to the recorded plat thereof; 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52
16. The North Seventy Five Feet (N 75') of Lots Ten (10), Eleven (11) and Twelve (12) in Block Ten (10) of Smith and Trow's Summit Addition to Madison, South Dakota; 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09
17. Lot One (1) and the North Thirty One Feet (N 31') of Lot Two (2) in Block Ten (10) of Smith and Trow's Summit Addition to Madison, Lake County, SD; 136 linear feet of 4-inch sidewalk; estimated costs \$6,465.52
18. The South Seventy-Eight Feet (S. 78') of Lot Ten (10), Block Two (2), Smith & Trow's Summit Addition to the City of Madison, Lake County, South Dakota subject to easements and reservations of record; 152 linear feet of 4-inch sidewalk; estimated costs \$7,226.17
19. Lot Eleven (11) EXCEPT the West 24 feet thereof, and all of Lot Twelve (12) in Block Three (3) of Smith and Trow's Summit Addition to Madison, Lake County, SD, according to the recorded plat thereof; 76 linear feet of 4-inch sidewalk; estimated costs \$3,613.09
20. Lot One (1) and Lot Two (2), in Block Three (3) of Smith and Trow's Summit Addition to Madison, Lake County, South Dakota; 152 linear feet of 4-inch sidewalk; estimated costs \$7,226.17

B. Project 2 – N Kansas Ave from NW 2nd Street to NW 5th Street:

1. Lot Four (4) Except Lot H1 contained therein, in Block Three (3) of Henkin's Second Addition to the City of Madison, Lake County, South Dakota, according to the recorded plat thereof; 87 linear feet of 4-inch sidewalk; estimated costs \$4,136.03
2. Lot Seven (7) in Block Thirty Four (34) of Smith and Trow's Summit Addition to Madison, Lake County, South Dakota, according to the recorded plat thereof; 50 linear feet of 4-inch sidewalk; estimated costs \$2,377.03
3. Lot Eight (8) in Block Thirty Four (34) of Smith and Trow's Summit Addition to Madison, Lake County, SD, according to the recorded plat thereof; 50 linear feet of 4-inch sidewalk; estimated costs \$2,377.03
4. Lots One (1), Two (2) and Three (3) EXCEPT Lot H-1 thereof, in Block Forty Two (42) of Smith and Trow's Summit Addition to Madison, Lake County, SD, according to the recorded plat thereof; 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09

5. Lots 4, 5 and 6 in Block 41 of Smith and Trow's Summit Addition to Madison, Lake County, South Dakota, according to the recorded plat thereof, except Lot H1 contained therein; 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09
6. The West half (W 1/2) of Lot Eight (8) and all of Lot Nine (9) in Block Thirty Seven (37) of Smith and Trow's Summit Addition to Madison, South Dakota; 143 linear feet of 4-inch sidewalk; estimated costs \$6,798.31

C. Project 3 – 1000 N Union Ave; 1121N Union Ave; 502 NE 2nd Street; 1002 NW 3rd Street

1. Lot Ten (10) of Rittger's Subdivision of Lot Nine (9) of County Auditor's Subdivision in the East Half of the East Half of the Northwest Quarter (E1/2E1/2NW1/4) and Lot Seven (7) of County Auditor's Subdivision of the Northeast Quarter (NE1/4) of Section Six (6), Township One Hundred Six (106) North, Range Fifty-Two (52), West of the 5th P.M.; 100 linear feet of 4-inch sidewalk; estimated costs \$4,754.06
2. Lot 5 and Lot 6 of Rittger's Subdivision, in Lake County, South Dakota; 91 linear feet of 4-inch sidewalk; estimated costs \$4,326.19
3. Lots Six (6), Seven (7), Eight (8) and the East Half (E 1/2) and the North 70 feet of the West Half (W 1/2) of Lot Nine (9) and the North 70 feet of Lot Ten (10) in Block Four (4) of Town Proprietor's Second Addition to the City of Madison, Lake County, SD; 150 linear feet of 4-inch sidewalk; estimated costs \$7,131.09
4. The South Half (S ½) of Lot Five (5) and all of Lot Six (6) in Block Thirty Five (35) of Smith and Trow's Summit Addition to Madison, Lake County, South Dakota; 20 linear feet of 4-inch sidewalk; estimated costs \$950.81

D. The owners of lots set forth in projects one (1) – three (3) above shall construct sidewalk at their own expense on or before August 21, 2025. The City Commission may extend the deadline for installation of the sidewalk in the event a construction project, including sidewalk, is being undertaken during 2025.

E. The general nature of the construction and materials to be used are as follows:

1. Sidewalks shall be 4 feet 8 inches in width and run the entire length of the real property.
2. Concrete shall be a minimum of 4 inches thick and shall include aggregate customarily used in this locale for concrete that will be exposed to the elements.
3. A gravel-based course with a minimum depth of 3 inches shall be used.
4. Location and grade shall be approved by the Engineers Office.

F. The estimated costs per linear foot for 4 inch sidewalk is \$47.54 and for 6 inch sidewalk is \$53.94.

G. The class of lots to be assessed vary and may include each zoning district. Each lot shall benefit by having pedestrian access adjacent thereto. The assessed costs shall be apportioned at the respective linear footage length of 4 foot 8 inch wide sidewalk constructed adjacent to each lot.

H. All work to be constructed by licensed contractors in accordance with standard City of Madison specifications and details which are on file and can be reviewed during regular business hours at the Engineers Office. Plans may be reviewed during regular business hours at the Engineers office.

I. Exempt from the requirement to construct sidewalk are those areas which presently have sidewalk or have asphalt pavement in the areas where sidewalk will be required. Said asphalt pavement may remain provided it

is marked and striped with paint or other approved material as a designated walkway and where said areas are in a condition equal to the condition standards required for sidewalk.

- J. The improvements for each affected real property may not be substantially uniform due to the need for retaining walls or other improvements/additional requirements necessary on some properties. The City shall be responsible for these additional costs if approval is given to the property owner in writing from the City Engineer prior to commencement of improvement.
- K. If a retaining wall is determined necessary by the City Engineer, the City shall pay for the initial construction of all retaining walls. Construction shall not commence until approval of the specifications, plans, details and a minimum of two (2) bids are obtained from the Office of City Engineer. Reimbursement to the landowner of the wall shall be upon satisfactory completion of the retaining wall. No reimbursement for retaining wall construction shall be made unless, prior to construction, the specifications, plans, materials and bids are approved by the City Engineer. The City shall be responsible for the cost of installation of retaining walls if satisfactorily completed.
- L. Upon completion of construction the improvements shall become the responsibility of the landowner.
- M. If such sidewalk is not constructed in the manner and within the time prescribed hereinabove, then, pursuant to South Dakota Codified Law (SDCL) 9-46-4 the City of Madison, hereby this Resolution, shall cause the work to be done and the cost thereof to be assessed against the real property adjoining or abutting upon the sidewalks constructed as provided in SDCL 9-46-4.1.
- N. For any assessments ultimately becoming due, payments shall be payable under Plan One, as provided for in SDCL 9-43-102.
- O. The above-described improvement shall be herein referred to as Sidewalk Improvement 2025 which shall be deemed a description of the improvement as herein set forth.

Dated this __ day of December, 2024.

CITY OF MADISON

/s/Roy Lindsay
Mayor

ATTEST: /s/Amy Sad
Finance Officer

SIDEWALK COMMITTEE MEETING MINUTES
City Commission Room
Wednesday, October 30, 2024
12:00 PM

The following members were present at the meeting: Joe Keffeler, Scott Nold, Sharon Knapp, Jeff Lechner, Kerry Barlow and Adam Shaw. Also present: Dan Whitlock and Chad Van Den Hemel.

The meeting was called to order at 12:05 pm

Motion to approve minutes from August 6, 2024 by Sharon Knapp, Second by Jeff Lechner. Motion carried unanimously.

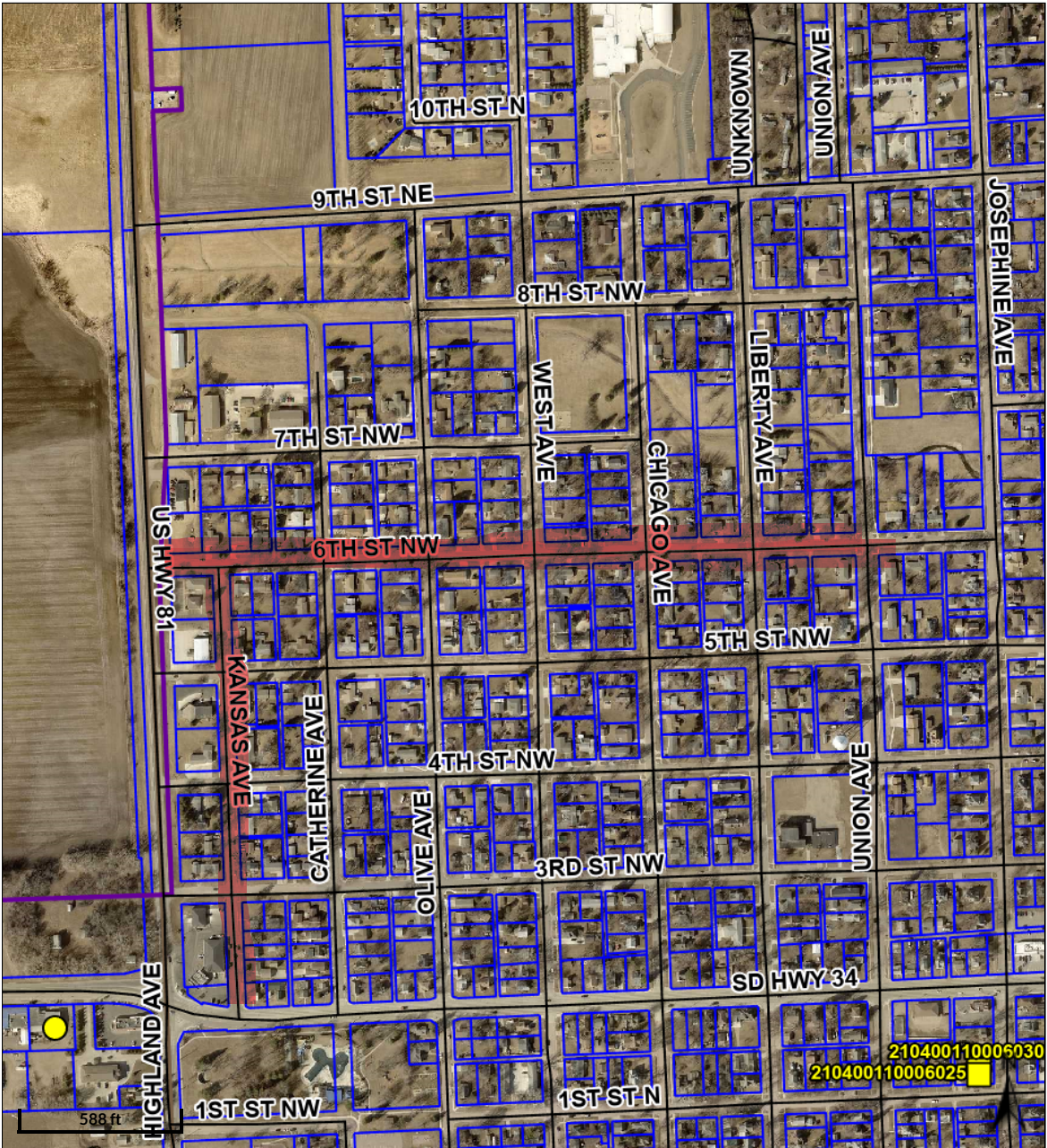
Motion to approve Agenda by Sharon Knapp, Second by Jeff Lechner. Motion carried unanimously.

After some discussion a motion was made by Sharon Knapp, second by Kerry Barlow to approve Sidewalk Assessment for 2025 Sidewalk Improvement Project:

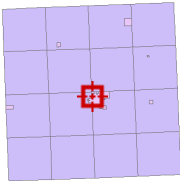
1. North and South side of NW 6th St. from Highland Ave. to Union Ave. – (Approx. 10,989 Sq Ft)
2. East and West side of N Kansas Ave. – (Approx. 1,561 Sq Ft)
3. 1000 N Union Ave. – (Approx. 513 Sq Ft)
4. 1121 N Union Ave. – (Approx. 424 Sq Ft)
5. 502 NE 2nd St. – (Approx. 652 Sq Ft)

Motion to adjourn made by Sharon Knapp, Second by Kerry Barlow. Motion carried unanimously.

Adjourned at 12:25 pm.



Overview



Legend

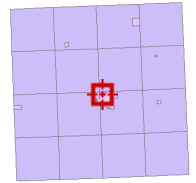
- Parcels
- Parcel Points
 - BLL
 - CONDO
- Roads
- Corporate Limits
- Political Townships

Date created: 10/18/2024
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Overview

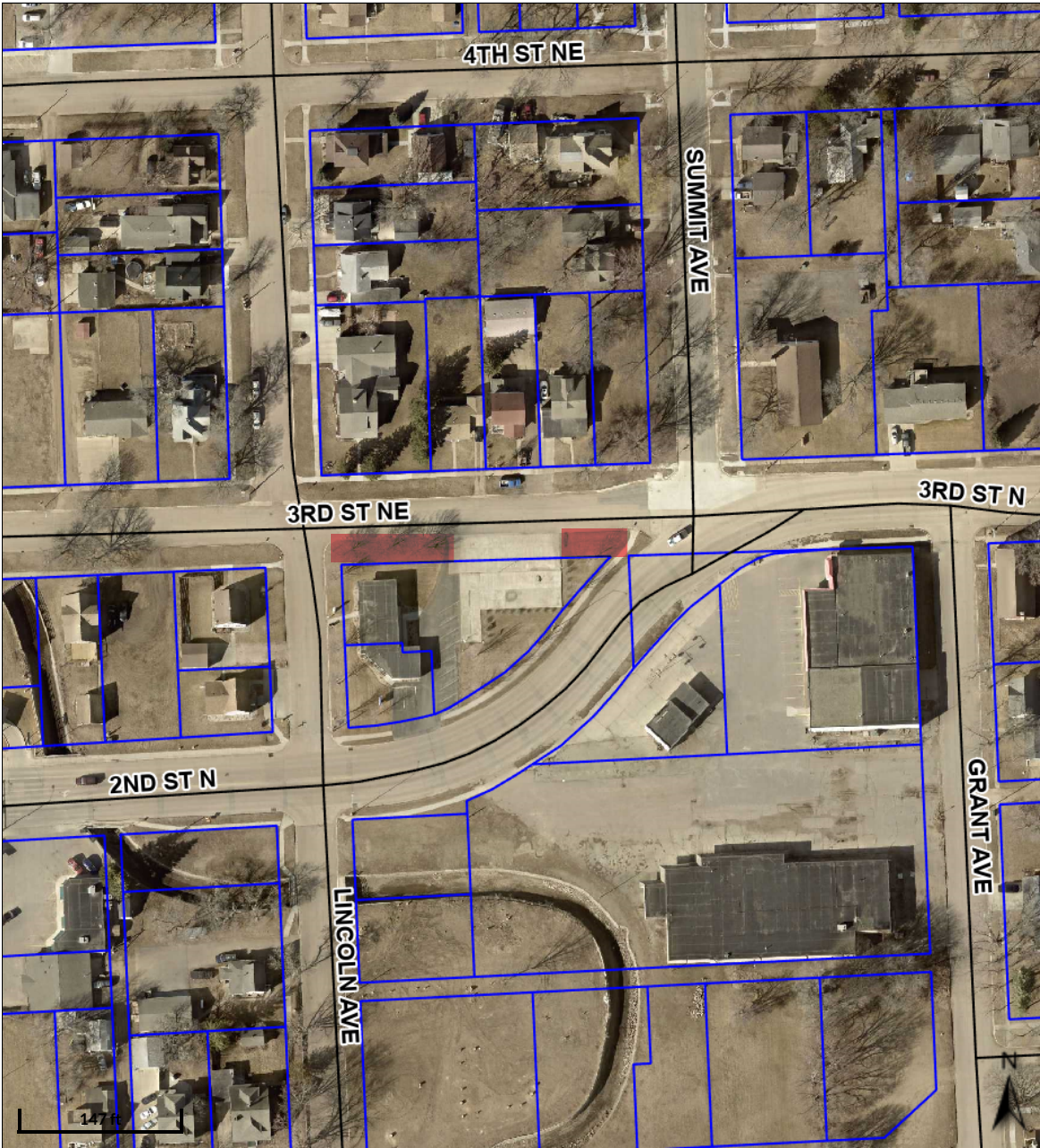


Legend

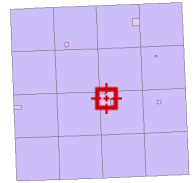
-  Parcels
- Parcel Points
 -  BLL
 -  CONDO
-  Roads
-  Corporate Limits
-  Political Townships

Date created: 10/18/2024
Last Data Uploaded: 10/18/2024 8:14:55 AM







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GEOSPATIAL



Overview



Legend

-  Parcels
- Parcel Points
 -  BLL
 -  CONDO
-  Roads
-  Corporate Limits
-  Political Townships

Date created: 10/18/2024
Last Data Uploaded: 10/18/2024 8:14:55 AM

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GEO SPATIAL

RESOLUTION NO. 2024-45

A RESOLUTION AUTHORIZING THE FINANCE OFFICER TO SIGN LEGAL DOCUMENTS ON BEHALF OF THE CITY FOR USDA GRANTS AND OR LOANS

WHEREAS, the City of Madison is agreeing to apply for financial assistance with the United States Department of Agriculture, Rural Development to finance the Egan Avenue and Restricted Use Site projects; and **WHEREAS**, the City Council desires to ensure that the necessary legal documents related to these projects are signed in a timely and efficient manner; and **WHEREAS**, the Finance Officer of the City is duly authorized and equipped to handle such matters related to financial transactions and legal agreements on behalf of the City; and **WHEREAS**, the City Council finds it in the best interest of the City to delegate authority to the Finance Officer for the signing of such legal documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON AS FOLLOWS:

1. **Authorization:** The Finance Officer of the City of Madison is hereby authorized and empowered to sign all legal documents, agreements, contracts, and related documents on behalf of the City for the Egan Avenue and the Restricted Use Site projects.
2. **Scope:** The Finance Officer’s authority to sign documents shall include, but is not limited to, contracts, agreements, amendments, leases, and any other legal or financial documents necessary for the development, maintenance, and operation of the Egan Avenue and Restricted Use Site projects.
3. **Duration:** This resolution shall remain in effect until revoked by the City Council or superseded by a subsequent resolution.

PASSED AND ADOPTED by the City Council of the city of Madison this 16th day of December, 2024, by the following vote:

Aye: _____
Nay: _____
Absent: _____

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

Published once at the approximate cost \$__.

**VOLUNTARY EXTENSION NO. 1 OF AGREEMENT
FOR SALE AND WHEELING OF ELECTRICITY
TO DAKOTA STATE UNIVERSITY BY THE CITY OF MADISON**

Agreement made this ____ day of _____ 2024, by and between the City of Madison, by and through its City Commission (“City”), and the State of South Dakota (“State”), by and through its Bureau of Human Resources and Administration, for the benefit of Dakota State University of Madison, South Dakota (“DSU”).

RECITALS

WHEREAS, City and State, for the use and benefit of DSU, entered into a wheeling agreement dated April 1, 2019 for delivery of firm power to DSU from Western Area Power Administration (WAPA) over the City’s distribution system (“Agreement”);

WHEREAS, the Agreement is set to expire on December 31, 2024;

WHEREAS, the governing body of each party have yet to consider a new follow-on agreement for continued sale and wheeling of electricity to DSU; and

WHEREAS, City and State desire to extend the Agreement by entering into this Voluntary Extension No. 1 for a term not to exceed twelve months, expiring on December 31, 2025.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, to include the above recitals which are hereby incorporated by reference into this Voluntary Extension No. 1, the City and State agree as follows:

1. Article 2.1 is amended in its entirety to read as follows: “Term: This Agreement shall be effective for all electricity consumption commencing on April 1, 2019 and shall continue through December 31, 2025 unless terminated pursuant to Article 2.2 or superseded by execution of a renegotiated Agreement.”

All other terms and conditions of the Agreement remain in full force and effect for the duration of the Agreement as herein extended.

IN WITNESS WHEREOF, parties hereto have caused this Voluntary Extension No. 1 to be duly executed as of the date first above written.

City of Madison

State of South Dakota

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Department of Transportation

Project Development

700 E Broadway Avenue

Pierre, South Dakota 57501-2586

O: 605. 773.3157 | F: 605.773.6608

dot.sd.gov

November 21,2024

Mayor Roy Lindsay
116 W. Center Street
Madison, SD 57042

SUBJECT: FHWA Adjusted Urban Boundary

Dear Honorable Mayor Lindsay:

As a result of the 2020 census, the U.S. Census Bureau has redetermined your community's census urban boundary. The Federal Highway Administration (FHWA) allows the urban boundary to be adjusted for transportation purposes, per the 2014 FHWA guidelines for the establishment, submission, and approval of urban area boundaries. These guidelines are defined at the following FHWA website:

<https://www.fhwa.dot.gov/policyinformation/hpms/hfcccpcfm> After review of the 2020 census urban boundaries and our knowledge of your community, the Department of Transportation is suggesting changes to FHWA adjusted urban boundary.

Attached is a map showing the 2020 Census Bureau urban boundary, the 2013 FHWA adjusted urban boundary, and the city limits (per the SD Department of Revenue) for your community. The suggested adjustment to the urban boundary is the green highlighted polygon illustrated on the attached map but all the polygon layers on the map illustrate the proposed urban boundary. **Please review these proposed adjusted boundaries and provide comment back to the Department by November 27, 2024.** Feel free to make any adjustments for the best interest of your community, keeping in mind that any adjustment that is proposed must include the urban area determined by the Census Bureau. The Department of Transportation is willing to travel and meet with your staff for further explanation and assistance if desired.

After initial comments have been received, the Department of Transportation will create a map showing any further adjustments. If necessary, the Department of Transportation will facilitate a meeting with all involved parties to finalize the boundary. The Department will then create a final map with an attached certificate for approval signatures by all parties necessary.

South Dakota Department of Transportation
Better Lives Through Better Transportation

Approval by both the city and county affected by the boundary adjustment is needed before approval from FHWA can be requested. Once the adjusted urban boundary has been approved by all parties involved, the South Dakota Department of Transportation will submit the urban boundary to the Federal Highway Administration for their consideration. The Federal Highway Administration has the final approving authority.

These adjusted urban boundaries are important as to the impact on the federal functional classification of the roadway network. The Department of Transportation will assist your staff with any functional classification changes after the urban boundary has been approved by FHWA and the roadway mileage within the boundary has been verified.

Feel free to contact Steve Gramm or myself at (605) 773-3157 or via email at larry.dean@state.sd.us or steve.gramm@state.sd.us if you have any questions or comments.

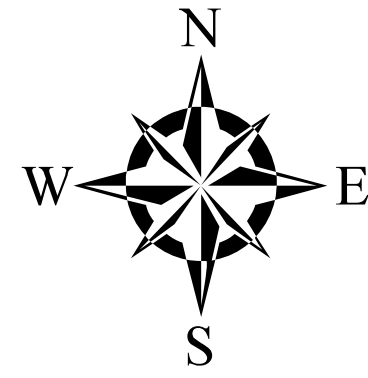
Sincerely,

Larry Dean
Planning Data Manager

Attachment

Cc: Jameson Berreth, City Administrator
Kelli Wollmann, Lake County Commission Chairperson
Paula Barrick, Lake County Auditor
Steve Gramm, SDDOT
Greg Heilman, FHWA

FHWA Urban Boundary for Madison Lake County, South Dakota 2024

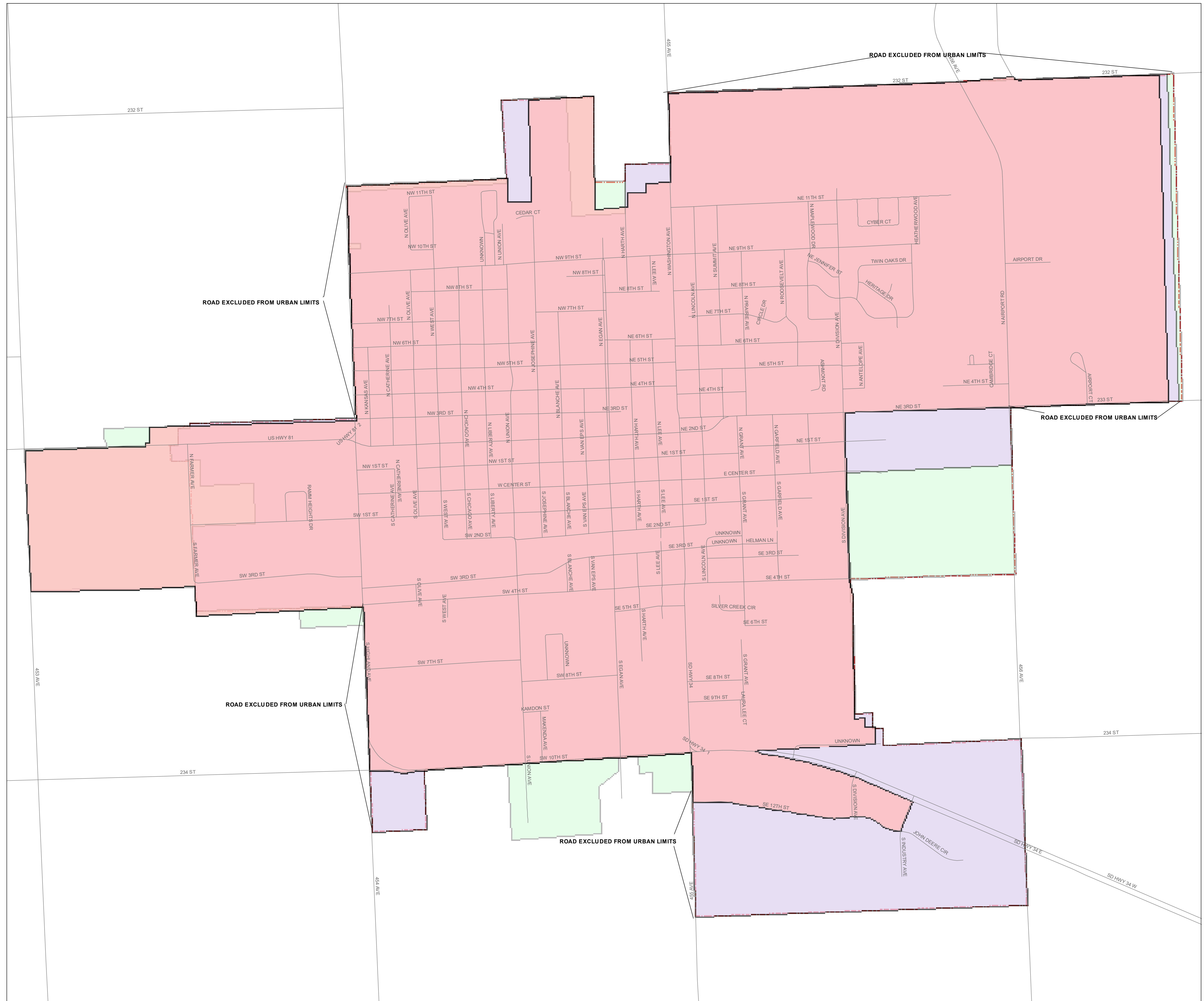


Prepared by:
Project Development
South Dakota Department of Transportation
October 2024

In Cooperation With The
U.S. Department of Transportation
Federal Highway Administration

Legend

- 2020 Census Defined Urban Boundary
- City limit Boundaries
- 2024 Proposed FHWA Urban Boundary
- 2013 Urban Boundary
- Local Roads (NSTR1)



CERTIFICATION AND APPROVAL OF THE
MADISON AREA URBAN BOUNDARY

CERTIFICATION

I HEREBY CERTIFY AND APPROVE THAT THE URBAN AREA BOUNDARY DEPICTED
HEREON WAS ESTABLISHED BY STATE AND LOCAL OFFICIALS IN COOPERATION
WITH EACH OTHER IN PURSUANT TO THE FEDERAL-AID HIGHWAY POLICY GUIDE
OF 1991.

DIRECTOR, DIVISION OF PLANNING /ENGINEERING S.D. DEPARTMENT OF TRANSPORTATION	DATE
APPROVAL	
SIGNATURE CHAIRMAN, BOARD OF LAKE COUNTY COMMISSIONERS	DATE
SIGNATURE MAYOR, CITY OF MADISON	DATE
SIGNATURE FEDERAL HIGHWAY ADMINISTRATION	DATE

BID SUMMARY
FURNISHING ELECTRICAL MATERIALS
CITY OF MADISON
MADISON, SOUTH DAKOTA
CITY BID NUMBER 966

Bid Letting: December 11, 2024
1:30 p.m.
City Office
Page 1 of 1

Bidder and Address	Bid Security	Bid No. 1 Padmount Switchgear Qty: Type 11-4, Type 9-1		Bid No. 2 15 kV Primary Power Cable Qty: 1/0 - 24,750', 4/0 - 12,000', 500 - 30,000'		Bid No. 3 HDPE Conduit (3") Qty: 2" - 6,000' , 3" - 6,000'		Bid No. 4 600 V Secondary Cable Qty: 350 tplx-2,000', 10/2 UF-9,000', 12/2 UF-3,000'	
		Total Bid	Manuf/Delivery	Total Bid	Manuf/Delivery	Total Bid	Manuf/Delivery	Total Bid	Manuf/Delivery
WESCO 2501 East 3rd Street Sioux City, IA 51101	10% Bid Bond	NO BID		\$ 401,152.50	Okonite 1/0-Mar '25, 4/0-Apr '25, 500-Apr and Sept '25 AL: \$1.38, CU: \$4.23	\$ 11,400.00	Duraline 3-4 weeks	\$ 16,251.00	CME, Southwire, Encore stock to 6 weeks
Irby Utilities 1575 B Samco Rd Rapid City, SD 57702	10% Bid Bond	\$ 119,555.00	S&C 10/21/2025 Highline 5/1/2025	\$ 314,340.00	Southwire 1/0, 4/0 - 6-8 wks 500 - 12-14 wks AL: \$1.43, CU: \$4.15	\$ 7,560.00	Duraline 2-3 weeks	\$ 14,710.00	Southwire 4-6 weeks
RESCO 4100 30th Ave South Moorhead, MN 56560	10% Bid Bond	\$ 147,015.59	Federal Pacific 43-45 weeks Nordic Stock	\$ 383,920.26	Prysmian 18-20 weeks	\$ 11,261.04	Duraline 8 days ARO	\$ 16,145.62	Triplex CME - stock UF Encore - 2-4 wks
				\$ 397,685.96	Kerite 12-16 weeks	\$ 10,152.28	Viaflex stock		
Border States Electric 1100 N Career Ave Sioux Falls, SD 57107	10% Bid Bond	\$ 148,465.78	Federal Pacific 43-45 weeks Concast 14-15 weeks	\$ 312,372.76	Southwire 8-14 weeks AL: \$1.43, CU: \$4.15	\$ 11,886.66	Duraline 2 weeks	\$ 16,136.34	Encore 3 weeks
				\$ 365,911.95	Prysmian 5/1/2025 firm				
Dakota Supply Group 800 E 60th St N Sioux Falls, SD 57104	10% Bid Bond	\$ 144,746.11	Federal Pacific 43-45 weeks Concast 14-15 weeks	\$ 328,874.40	LS Cable 1/0 - stock 4/0, 500 - 26 weeks	\$ 11,532.00	Viaflex 1-2 weeks	\$ 18,200.00	Triplex - Kingwire UF - Southwire both stock



December 13, 2024

Jameson Berreth, City Administrator
City of Madison
116 West Center Street
Madison, SD 57042

**RE: Recommendation for Contract Awards
Furnishing Electrical Materials
DGR Project No. 415940
City of Madison Bid Number 966**

Dear Jameson:

Bids were received for electrical materials at the Madison City Hall on December 11, 2024. All bids were reviewed for mathematical accuracy and conformity to the specifications. We hereby recommend for award the following Bids:

Bid No. 1 - Padmount Switchgear (Air-Insulated)

Low Bidder: Irby Utilities
1575 B Samco Rd
Rapid City, SD 57702

Manufacturer: S&C/Highline

Total Bid: \$119,555.00

Bid No. 2 – 15 kV Primary Power Cable

Low Bidder: Border States Electric
1100 N Career Ave
Sioux Falls, SD 57107

Manufacturer: Southwire

Total Bid: \$312,372.76

Bid No. 3 – HDPE Conduit

Low Bidder: Irby Utilities
1575 B Samco Rd
Rapid City, SD 57702

Manufacturer: Duraline

Total Bid: \$7,560.00

Bid No. 4 – 600 V Secondary Power Cable

Low Bidder: Irby Utilities
1575 B Samco Rd
Rapid City, SD 57702

Manufacturer: Southwire

Total Bid: \$14,710.00

The total value of all bids as recommended will be \$454,197.76. Our estimate for these bids was \$598,000.00.

We have enclosed a bid summary form which provides details on all the bids. We will be sending this form to each of the bidders. Please let us know when awards have been made, and we will prepare contracts for signature. Feel free to contact us with any questions.

Sincerely,

DGR Engineering



Chad Rasmussen, P.E.

Enclosure: Bid Summary and Tabulation
CAR:ste



TABULATION OF BIDS RECEIVED				Graymont Western Lime 215 N Main St #200 West Bend, WI 53095	Hawkins Inc. 2381 Rosegate Roseville, MN 55113	Lhoist North America 20947 White Sands Road St. Genevieve, MO 63670	Pete Lien & Sons Inc. 3401 Universal Dr Rapid City, SD 57703	Low Bid Total Cost at Estimated Quantities
City Bid No. 967 Chemicals For the City of Madison, SD Bid Date: December 11, 2024 Bid Time: 2:00 o'clock P.M.								
Schedule	Description	Quantity	Units	Unit Price	Unit Price	Unit Price	Unit Price	
A	LIME	275	tons	\$324.95	-	\$694.99	\$250.00	\$68,750.00
B	LIQUID CHLORINE	100	cwt		\$165.00	-	-	\$16,500.00
C	CARBON DIOXIDE	15	tons	-	-	-	-	-
D	FERRIC CHLORIDE	2000	gal.		\$6.95	-	-	\$13,900.00
E	FLUOSILICIC ACID	600	gal.		\$8.12	-	-	\$4,872.00
F	AQUEOUS AMMONIA	2000	gal.		\$5.50	-	-	\$11,000.00
			Total Bid	\$89,361.25	\$46,272.00	\$191,122.25	\$68,750.00	\$115,022.00
			Bid Security	10% Bid Bond	10% Bid Bond	None	10% Bid Bond	

Schedule	Description	2024 Prices	2023 Prices	2022 Prices	2021 Prices	2020 Prices	2019 Prices
A	LIME	\$315.50	\$203.15	\$181.34	\$166.30	\$173.49	\$166.12
B	LIQUID CHLORINE	\$165.00	\$155.00	\$79.00	\$55.00	\$47.00	\$48.00
C	CARBON DIOXIDE		-	-	-	-	-
D	FERRIC CHLORIDE	\$6.95	\$6.89	\$5.95	\$5.80	\$5.57	\$5.48
E	FLUOSILICIC ACID	\$8.12	\$8.12	\$5.20	\$4.60	\$4.57	\$4.30
F	AQUEOUS AMMONIA	\$5.50	\$5.40	\$3.95	\$3.63	\$3.25	\$3.15

THE CITY OF
MADISON

Discover the Unexpected

Finance Update


NOVEMBER - 2024



• NOTES

- Finance office will be closed on December 23rd for the holidays.
- 2023 Audit is confirmed for January 6th.





	176	216	(266)	180
	394	(500)	(599)	(184)
es	156	283	276	(1,411)
ons	<u>5,862</u>	<u>4,186</u>	<u>14,35</u>	
s,				
ss, net				

● Cash on Hand

- General Cash - \$11.04 million total
 - Investments – \$5.84 million
 - Checking - \$3.80 million
 - Money Market - \$1.15 million
 - Other - \$251 thousand
- Restricted Cash - \$621 thousand

● REVENUE GUIDELINES

Fund	Description	Revenue 2024			% of Budget
		Budget	November	YTD	
101	General Fund	\$ 18,174,689	\$ 3,670,695	\$ 10,559,431	58.1%
211	Lodging & Entertainment Tax	\$ 351,730	\$ 38,341	\$ 353,093	100.4%
213	2nd Cent Sales Tax	\$ 4,375,000	\$ 223,509	\$ 2,213,171	50.6%
214	Business Improvement District Bid	\$ 49,500	\$ 2,450	\$ 50,220	101.5%
220	Special Maintenance Fee	\$ 360,000	\$ 87,499	\$ 243,023	67.5%
303	Tax Increment District #2	\$ 60,000	\$ 22,640	\$ 45,279	75.5%
307	Tax Increment District #3	\$ -	\$ 1,506	\$ 3,013	0.0%
312	Swimming Pool Debt	\$ -	\$ 199	\$ 693	0.0%
517	Creek - Bridge Mitigation	\$ 3,980,400	\$ -	\$ -	0.0%
518	City Hall Construction	\$ 6,000,000	\$ -	\$ -	0.0%
519	Electric Transformer Upgrade	\$ 2,400,000	\$ -	\$ -	0.0%
602	Water Fund	\$ 11,310,839	\$ 706,244	\$ 6,642,767	58.7%
603	Electric Fund	\$ 18,606,027	\$ 878,054	\$ 10,537,796	56.6%
604	Sewer Fund	\$ 7,367,757	\$ 705,976	\$ 4,191,810	56.9%
612	Solid Waste Fund	\$ 521,151	\$ 32,020	\$ 478,818	91.9%
620	Community Center	\$ 1,000,397	\$ 124,804	\$ 828,626	82.8%
621	After School / Youth Program	\$ 177,195	\$ 6,664	\$ 217,130	122.5%
TOTAL		\$ 74,734,686	\$ 6,500,600	\$ 36,364,872	48.7%

● EXPENDITURE GUIDELINES

Fund	Description	Expense 2024			% of Budgeted
		Budget	November	YTD	
101	General Fund	\$ 18,174,689	\$ 2,124,339	\$ 11,829,477	65.1%
211	Lodging & Entertainment Tax	\$ 351,730	\$ -	\$ 235,825	67.0%
213	2nd Cent Sales Tax	\$ 4,375,000	\$ -	\$ 109,278	2.5%
214	Business Improvement District Bid	\$ 49,500	\$ -	\$ 11,457	23.1%
220	Special Maintenance Fee	\$ 360,000	\$ 300,435	\$ 304,435	84.6%
303	Tax Increment District #2	\$ 60,000	\$ -	\$ 22,640	37.7%
307	Tax Increment District #3	\$ -	\$ -	\$ -	0.0%
312	Swimming Pool Debt	\$ -	\$ -	\$ -	0.0%
517	Creek - Bridge Mitigation	\$ 3,980,400	\$ -	\$ 2,205,888	55.4%
518	City Hall Construction	\$ 6,000,000	\$ 441,223.00	\$ 7,647,836	127.5%
519	Electric Transformer Upgrade	\$ 2,400,000	\$ -	\$ -	0.0%
602	Water Fund	\$ 11,310,839	\$ 886,763.96	\$ 8,226,577	72.7%
603	Electric Fund	\$ 18,606,027	\$ 848,440	\$ 10,945,537	58.8%
604	Sewer Fund	\$ 7,367,757	\$ 293,320	\$ 4,855,115	65.9%
612	Solid Waste Fund	\$ 521,151	\$ 38,117	\$ 410,645	78.8%
620	Community Center	\$ 1,000,397	\$ 53,627	\$ 854,816	85.4%
621	After School / Youth Program	\$ 177,195	\$ 8,567	\$ 173,989	98.2%
TOTAL		\$ 74,734,686	\$ 4,994,831	\$ 47,833,514	64.0%

● BY FUND – NOVEMBER 2024

Profit or Loss November 2024				
Fund	Description	MTD Revenue	MTD Expense	MTD Profit or Loss
101	General Fund	\$ 3,670,695	\$ 2,124,339	\$ 1,546,356
211	Lodging & Entertainment Tax	\$ 38,341	\$ -	\$ 38,341
213	2nd Cent Sales Tax	\$ 223,509	\$ -	\$ 223,509
214	Business Improvement District Bid	\$ 2,450	\$ -	\$ 2,450
220	Special Maintenance Fee	\$ 87,499	\$ 300,435	\$ (212,936)
303	Tax Increment District #2	\$ 22,640	\$ -	\$ 22,640
307	Tax Increment District #3	\$ 1,506	\$ -	\$ 1,506
312	Swimming Pool Debt	\$ 199	\$ -	\$ 199
517	Creek - Bridge Mitigation	\$ -	\$ -	\$ -
518	City Hall Construction	\$ -	\$ 441,223	\$ (441,223)
519	Electric Transformer Upgrade	\$ -	\$ -	\$ -
602	Water Fund	\$ 706,244	\$ 886,764	\$ (180,520)
603	Electric Fund	\$ 878,054	\$ 848,440	\$ 29,614
604	Sewer Fund	\$ 705,976	\$ 293,320	\$ 412,655
612	Solid Waste Fund	\$ 32,020	\$ 38,117	\$ (6,097)
620	Community Center	\$ 124,804	\$ 53,627	\$ 71,177
621	After School / Youth Program	\$ 6,664	\$ 8,567	\$ (1,903)
TOTAL		\$ 6,500,600	\$ 4,994,831	\$ 1,505,768

● BY FUND – YTD 2024

Fund	Description	Profit or Loss 2024		
		YTD Revenue	YTD Expense	YTD Profit or Loss
101	General Fund	\$ 10,559,431	\$ 11,829,477	\$ (1,270,046)
211	Lodging & Entertainment Tax	\$ 353,093	\$ 235,825	\$ 117,268
213	2nd Cent Sales Tax	\$ 2,213,171	\$ 109,278	\$ 2,103,894
214	Business Improvement District Bid	\$ 50,220	\$ 11,457	\$ 38,764
220	Special Maintenance Fee	\$ 243,023	\$ 304,435	\$ (61,412)
303	Tax Increment District #2	\$ 45,279	\$ 22,640	\$ 22,640
307	Tax Increment District #3	\$ 3,013	\$ -	\$ 3,013
312	Swimming Pool Debt	\$ 693	\$ -	\$ 693
517	Creek - Bridge Mitigation	\$ -	\$ 2,205,888	\$ (2,205,888)
518	City Hall Construction	\$ -	\$ 7,647,836	\$ (7,647,836)
519	Electric Transformer Upgrade	\$ -	\$ -	\$ -
602	Water Fund	\$ 6,642,767	\$ 8,226,577	\$ (1,583,810)
603	Electric Fund	\$ 10,537,796	\$ 10,945,537	\$ (407,740)
604	Sewer Fund	\$ 4,191,810	\$ 4,855,115	\$ (663,305)
612	Solid Waste Fund	\$ 478,818	\$ 410,645	\$ 68,173
620	Community Center	\$ 828,626	\$ 854,816	\$ (26,190)
621	After School / Youth Program	\$ 217,130	\$ 173,989	\$ 43,141
TOTAL		\$ 36,364,872	\$ 47,833,514	\$ (11,468,642)

● Sales Tax

October 2024

\$459,462

+6.68%

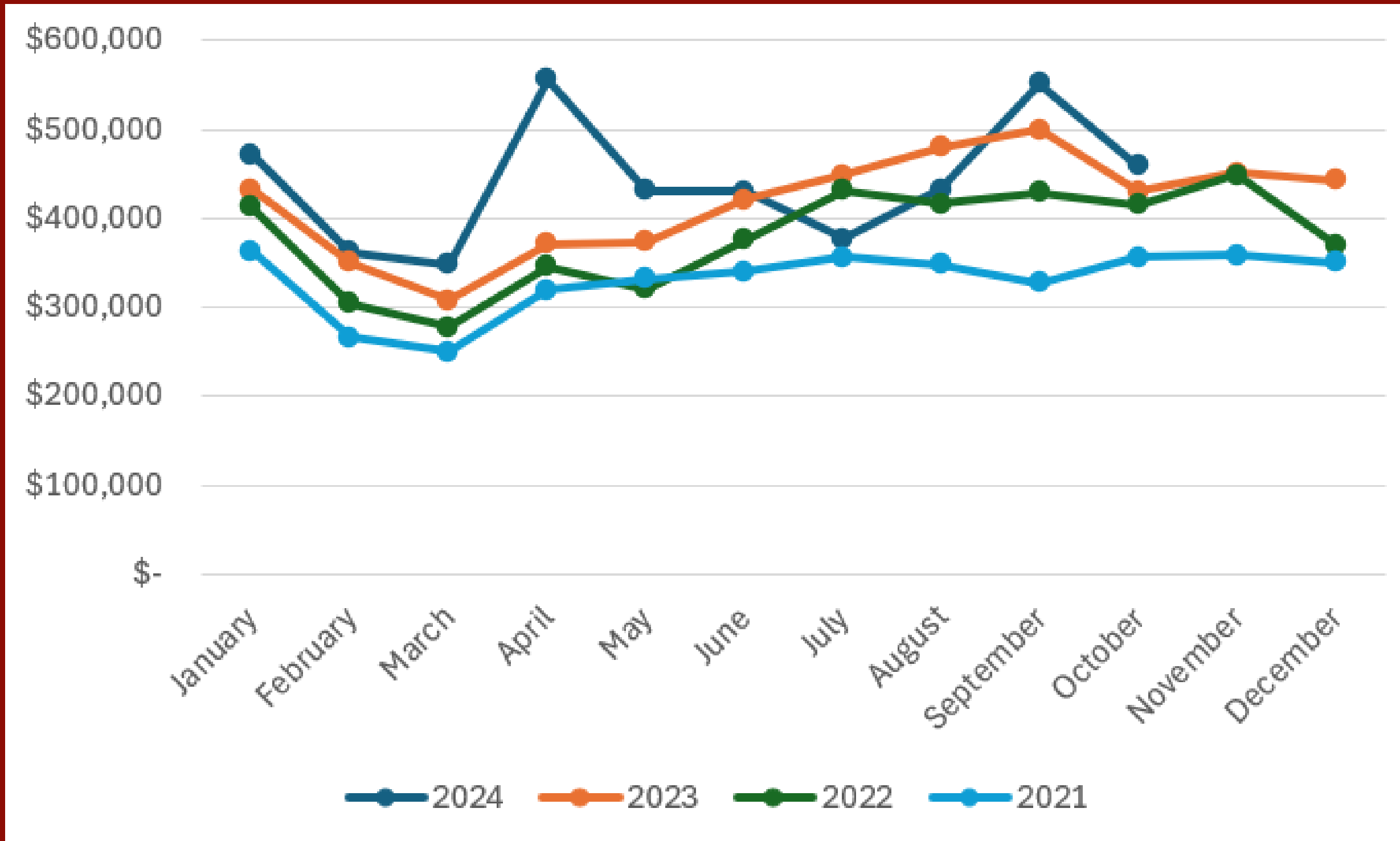
2024 YTD

\$4.4 million

+11.75%

Sales Tax					
	% increase	2024	2023	2022	2021
January	8.98%	\$ 471,571	\$ 432,730	\$ 413,511	\$ 363,683
February	3.36%	\$ 361,999	\$ 350,238	\$ 303,973	\$ 266,609
March	12.90%	\$ 347,846	\$ 308,016	\$ 277,186	\$ 249,942
April	49.99%	\$ 556,545	\$ 371,022	\$ 346,336	\$ 319,443
May	15.41%	\$ 431,766	\$ 374,131	\$ 320,367	\$ 332,281
June	2.25%	\$ 429,961	\$ 420,501	\$ 376,298	\$ 340,042
July	-15.91%	\$ 376,990	\$ 448,323	\$ 431,753	\$ 356,358
August	-9.84%	\$ 433,097	\$ 480,355	\$ 416,258	\$ 348,686
September	10.45%	\$ 551,973	\$ 499,767	\$ 428,928	\$ 327,199
October	6.68%	\$ 459,462	\$ 430,674	\$ 414,971	\$ 356,475
November			\$ 451,510	\$ 448,293	\$ 359,135
December			\$ 442,683	\$ 370,263	\$ 350,198
Total		\$ 4,421,210	\$ 5,009,950	\$ 4,548,137	\$ 3,970,051

● Sales Tax Graph





Thank You!

