



**BOARD OF COMMISSIONERS AGENDA
MONDAY, APRIL 21, 2025
5:30 PM - COMMISSION CHAMBERS – 503 S HIGHLAND
AVENUE**

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 – April 7, 2025
- 2) Bills for Approval – April 23, 2025
- 3) Bills for Ratification – April 16, 2025
- 4) Payroll Bills for Ratification – April 11, 2025
- 5) Personnel
- 6) Adopt Resolution 2025-09 Approve a Plat - Lots 12A and 13A in Block 1, Trojan Village Addition to the City of Madison, Lake County, South Dakota
- 7) Approve Work Order for Consultant Services - Banner Associates - Bridge Inspections Project No. PT NBIS(45)
- 8) Acknowledge Advertisement for Bid No. 975 - Sale of 2006 Ford Deuco Terex Hrx-55 (Diesel Bucket Truck)
- 9) Acknowledge Advertisement for Bid 976- Southeast Substation - Major Material Procurement
- 10) Declare Surplus Property and Appoint Appraisers - Fire Department Chairs
- 11) Declare Surplus Property and Appoint Appraisers - Old Sewer Camera
- 12) Declare Surplus Property and Appoint Appraisers - Syrinix Pip Minder - One Leak Detection Kit
- 13) Declare Surplus Property and Appoint Appraisers - 2018 Dodge Police Charger
- 14) Declare Surplus Property and Appoint Appraisers - IT Surplus
- 15) Appoint Erin Bruce, John Nelson, and Domingo Rocha to the Madison Library Board of Trustees (3-year terms ending April 2028)

UNFINISHED BUSINESS

NEW BUSINESS

- 16) Resolution No. 2025-08 Authorization for Assigned Fund Transfers
- 17) Approve Application for Property Tax Abatement 2025-04
- 18) Consider Award of Bid - Madison Municipal Airport Reconstruct Apron and Taxilane - Soukup Construction, Inc.
- 19) Approve Agreement with KLJ Engineering for Professional Services - Airport Project Number AIG 3-46-0029-027-2025 and AIP 3-46-0029-028-2025 Construction Administration and Construction Observation
- 20) Approve Agreement with KLJ Engineering for Professional Services - Airport Project Number AIP 3-46-0029-029-2026 Planning Services

- 21) Authorize Mayor to Sign Change Order No. 2 - Park Creek Walls Improvements Site 2 - Kesteloot Excavation and Dirt Work Services, LLC
- 22) Consider Approval of Cost for New Green Substation - Transformer Storage
- 23) Authorize staff to initiate wage study with Alternative HR
- 24) Approve Technology Surplus Employee Buyback Program
- 25) Acknowledge resignation of Commissioner Adam Shaw effective July 1, 2025
- 26) Approval of application and appointment process of City Commission vacancy
- 27) April 2025 Finance Updates

PUBLIC COMMENT

ANNOUNCEMENTS

- 28) City Circle - Infrastructure on Wednesday, April 23, 2025 from 9-11am at Community Center
- 29) Next Regular Commission Meeting – Monday, May 5, 2025 at 5:30 pm

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**

April 7, 2025
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30 PM on the 7th day of April with the following members present upon roll call: Commissioners Kelly Dybdahl, Sarah Cronin, Jerae Wire, Adam Shaw, and Mayor Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Shaw, seconded by Commissioner Cronin to adopt the April 7, 2025 agenda. Motion carried unanimously.

Motion by Commissioner Wire, seconded by Commissioner Dybdahl to approve the following items on the consent calendar: Minutes – March 17, 2025; Bills for Approval – April 9, 2025; Bills for Ratification – March 26 and April 2, 2025; Payroll Bills for Ratification – March 14 and March 28, 2025; Personnel; Set Bid Date – Bid No. 973 Hay Ground Bid – April 24, 2025; Approve Agreement with Evectio Consulting Partners for Professional Services – Airport Master Plan and ALP Update; Declare Surplus – East Center Street Playground Equipment (Yogi Park); Declare Surplus – 2006 Ford Deuco Terex Hrx-55 Diesel Bucket Truck.

Bills for Approval – April 9, 2025

AAA COLLECTIONS INC Collection Services \$226.44; ACE HARDWARE Keys \$53.49; APPEARA Mat Rentals \$325.84; BANNER ASSOCIATES INC Professional Services \$47,714.28; BARTELS CLEANING SERVICE Professional Services \$500.00; BIALAS/WADE 2024 Power Dam Road Fire Services \$2,100.66; CHRISTENSEN RECYCLING LLC Recycling Fees - March \$10,200.00; CITY OF MADISON Motel Reimbursement - 2024 Power Dam Road Wildfire \$702.00; CLASSIC CONVENIENCE INC Fuel \$638.21; ELSTON MANUFACTURING, INC. Metal Sheet \$254.00; ESRI Arc GIS Online \$1,335.89; F & M COOP OIL CO Fuel \$290.80; FASTENAL CO Hardware \$113.18; FLEET PRIDE Air Filter \$112.57; FOX PROMO LLC Uniforms \$214.64; GAYLEN'S POPCORN Popcorn - SDML District Meeting \$95.20; GRAYBAR ELECTRIC CO INC Shop Lighting \$441.32; GREATER MADISON AREA CHAMBER Host Fee - MPN Event \$250.00; HAWKINS INC Chemicals \$236.64; INFOTECH SOLUTIONS LLC Computer & Software Subscription Fee \$9,223.94; J & K EQUIPMENT, INC Mauldin Tack Oil Sprayer \$25,650.00; KESTELOOT EXCAVATION AND DIRT WORKS SERVICES Park Creek Walls Improv \$802,791.00; KIMBALL MIDWEST Shop Supplies \$223.26; KINGBROOK RURAL WATER SYSTEM INC Water \$39.00; KLJ ENGINEERING LLC Egan Ave Reconstruction \$18,646.88; KOLORWORKS Roller Cover \$17.78; KRUG PRODUCTS INC Hose \$160.10; LAKE COUNTY RURAL FIRE BOARD 2024 Power Dam Road / Fire Truck Rental \$7,072.50; MIDCONTINENT COMMUNICATIONS Business Internet \$171.04; MINNESOTA MUNICIPAL UTIL ASSN Job Training & Safety Program \$1,018.75; MPOWER TECHNOLOGIES INC Annual Maintenance \$787.50; NICHOLS/NATHAN JAMES 2024 Power Dam Road Fire Services \$1,678.24; O REILLY AUTOMOTIVE INC Diff Pin \$23.42; OLINGER/SAVANNAH Gift Cards, Tumbler - SDML District Meeting \$44.65; OPEN ACCESS TECHNOLOGY INT'L AMI Dues and Subscriptions \$6,816.28; PLOOSTER/MICHAEL Meal Reimbursement \$11.66; RUNNINGS SUPPLY INC Parts \$191.23; SCHOENWETTER/MARVIN 2024 Power Dam Road Fire Services \$1,678.24; SDN COMMUNICATIONS Library Internet \$516.79; SIOUX VALLEY ENERGY Utilities \$75.00; SIOUX VALLEY ENVIRONMENTAL INC Calibrate Gas Meter \$125.00; STURDEVANTS MADISON INC Sensor and Filter \$1,226.92; TIMMER SUPPLY CO Ball Valves \$393.19; TYLER TECHNOLOGIES INC UB Notifications \$27.40 ; ULINE Pallet Racking \$3,680.31; WESCO DISTRIBUTION INC 2025 Electric Conv Materials \$24,662.00; WOLLMANN/MATHEW 2025 Airport Conference Reimbursement \$584.20.

Bills for Ratification – March 26, 2025

ACE HARDWARE Shop/Janitorial Supplies \$434.65; ALPHA MEDIA USA LLC Advertising \$388.00; ALTEC INDUSTRIES INC Tel-o-Pole \$213.78; AMARIL UNIFORM COMPANY Departmental Uniforms \$85.71; AMAZON CAPITAL SERVICES INC Printer & Toner \$1,376.00; APPEARA Mat Rentals \$73.16; AT & T MOBILITY Service for Phones & Tablets \$4,394.43; BAKER & TAYLOR Books \$52.23; BORDER STATES ELECTRIC SUPPLY Bid #966 15 KV Primary Power Cable \$79,282.87; BORNS GROUP INC Printing & Postage \$1,426.22; BOUND TO STAY BOUND INC Books \$120.55; BROSZ ENGINEERING INC Asphalt Surface Treatment \$1,500.00; CANFIELD BUSINESS

INTERIORS New City Hall Furniture & Installation Pymt 3 \$60,396.78; CARQUEST OF MADISON Chainsaw Gas \$60.00; CENTURY BUSINESS PRODUCTS INC Copier Lease \$275.69; CHAMBERLAIN OIL CO Grease \$113.91; CITY OF SIOUX FALLS CC Pool/Spa Bacteria Tests \$176.00; CLASSIC CONVENIENCE INC Fuel \$94.12; COLUMN SOFTWARE PBC Publications \$793.86; CORE & MAIN GP LLC 8" Clay to Plastic Nonshear Fernco \$186.54; DAKOTA RIGGERS & TOOL SUPPLY Shackle, Sling \$140.66; DAKOTA STATE UNIVERSITY December 24 & January 25 Utilities \$26,576.66; DELL MARKETING LP Monitors \$804.98; DITCH WITCH UNDERCON Nozzle #3 & Prospector Lanc \$438.42; DOLLAR GENERAL CORP Paper Plates, Napkins, Cups \$57.90; F & M COOP OIL CO Fuel \$29.85; FLOCK GROUP INC LPR Cameras, Advanced Search \$26,500.00; GALE CENGAGE LEARNING Books \$287.65; GRAHAM TIRE COMPANY Tires \$510.44; HASLETON/JARED Classes at Comm. Center \$698.00; HAWKINS INC CC Pool Chemicals \$1,808.39; HIVELY/WIATT Meal Reimbursement \$13.43; INFOTECH SOLUTIONS LLC Computer & Software Subscription Fees \$6,727.44; INGRAM CO Books \$373.43; ITRON INC Temetra Handheld Subscription \$5,750.00; KRUG PRODUCTS INC Vactor Fitting \$1.48; LAKE COUNTY AUDITOR 911 Communications 4th Qtr. 2024 \$42,204.39; LAKE COUNTY INTERNATIONAL INC Broom Disc & Mower Blades \$1,719.73; MADISON GROCERY STORE INC ASP Groceries \$130.54; MICROMARKETING LLC Books \$1,390.21; MIDCONTINENT COMMUNICATIONS Internet - FB&T SportsPlex \$140.39; MIDWEST PETROLEUM EQUIPMENT LLC Work Order 14582 - Hoist Misc \$2,122.75; MPOWER TECHNOLOGIES INC Annual Maintenance \$7,500.00; MRG HAUFF CC Pool Uniforms \$55.00; NORTHWESTERN ENERGY Utilities \$5,340.61; O REILLY AUTOMOTIVE INC Fantastic Pro Filler \$20.75; OFFICE PEEPS INC Janitorial Supplies \$312.28; ONE STOP Fuel \$106.85; PLAYAWAY PRODUCTS INC Books \$374.95; PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rentals \$158.00; PROCHEM DYNAMICS LLC Disinfectant Wipes \$273.54; ROOK/Ryan W Drone LED Light Bracket \$20.00; RUNNINGS SUPPLY INC Cat Food, Pet Doors \$1,210.30; SAD/AMY Mad Money Gift Cards \$3,250.00; SD FEDERAL PROPERTY AGENCY Tools \$159.50; SD MUNICIPAL LEAGUE District 2 Annual Meeting \$360.00; SDML WORKERS COMPENSATION FUND 2025 Renewal Billing \$104,446.00; STATE STEEL OF SOUTH DAKOTA Parts \$265.36; STUCK/WILLIAM Guest Speaker \$400.00; STURDEVANTS MADISON INC Shop Supplies \$151.47; THE PENWORTHY CO LLC Books \$156.82; TIMMER SUPPLY CO Hose Clamp \$122.43; TYLER TECHNOLOGIES INC Benefits Enrollment - Go Live Assistance \$580.00; UTILISMART CORPORATION Utility Data/Device Manager and SmartMAP \$1,881.83; WESCO DISTRIBUTION INC Elbows - 1/0 \$957.00; WHEALY/MARK Spin Classes \$57.00; XTREME WASH LLC Car Wash Sales \$434.75.

Bills for Ratification – April 2, 2025

ACE HARDWARE Bug Spray, Sunscreen, Key Box, Hardware \$162.10; AMARIL UNIFORM COMPANY Departmental Uniforms \$616.37; AMAZON CAPITAL SERVICES INC Cutters, Lighting, Tool Rack, Volt Detector \$2,341.55; APPEARA Mat Rentals \$146.46; AT & T MOBILITY Police Phones & Tablets \$771.20; BLUEPEAK Phone & Internet \$4,883.46; BOUND TO STAY BOUND INC Books \$77.62; CENTURY BUSINESS PRODUCTS INC Copier Lease \$256.64; CHRISTIANSEN COMPLETE WATER Water Delivery & Cooler Rental \$46.00; CITY OF MADISON Petty Cash Reimbursement \$68.40; CIVIC PLUS LLC Munidocs Renewal/Online Code Hosting \$1,622.25; COLUMN SOFTWARE PBC Publications \$235.73; COMDATA, INC March 2025 Credit Card Purchases \$511.37; DAKOTA STATE UNIVERSITY November 2024 Work Orders \$1,689.10; DASH MEDICAL GLOVES INC Gloves \$118.00; DGR ENGINEERING Professional Services \$48,730.30; ELITE CARD PAYMENT CENTER Credit Card Purchases \$11,741.38; ESRI Arc GIS Online \$4,660.00; F & M COOP OIL CO Oil \$105.50; FASTENAL CO Safety Glasses \$56.30; GALE CENGAGE LEARNING Books \$180.53; GREAT AMERICA FINANCIAL SVCS Fin & HR Copier Lease \$742.66; GREATER MADISON AREA CHAMBER Qtr 2 Appropriation \$23,750.00; GREEN ACRES EQUIPMENT LLC Grapple & Bucket \$2,950.00; HEIMAN INC Hose, Valve, Parts \$767.48; INGRAM CO Books \$373.03; JENCKS & JENCKS PC April Services/Contract \$5,500.00; JOHNSON BROTHERS EXCAVATION Picked Up Rock - SE 8th \$228.00; KRUG PRODUCTS INC Hose \$139.22; LAWSON PRODUCTS Tar Remover \$264.21; MADISON GROCERY STORE INC ASP Groceries \$43.71; MARCO TECHNOLOGIES CC Copier Lease \$285.47; MAXIMUM PROMOTIONS INC City Hall Flag \$115.00; MIDCONTINENT COMMUNICATIONS Business Internet \$170.39; MIDWEST PETROLEUM EQUIPMENT LLC Work Order 16698 - Tank Monitor Issue \$927.00; O REILLY AUTOMOTIVE INC Mirror \$48.16; OFFICE PEEPS INC Laminator Cartridge \$388.94; OLINGER/SAVANNAH Host MPN - Groceries / Paper, Sticky notes \$215.02; OLSON/KRISTIN High Five Week Supplies \$158.81; PS GARAGE DOORS Parks Shop Door \$512.05; RASMUSSEN/AUTUMN Classes at Comm. Center \$108.00; REGENTS OF THE UNIVERSITY OF MINNESOTA Barcode Labels \$106.68; RIGGIN/MORRIS A Fuel Stipend - 4th Qtr. 2024 \$2,365.11; RUNNINGS SUPPLY INC Binder Chain \$66.43; SAME DAY EXPRESS Delivery to Sioux Falls Public Health Lab \$20.00; SANITATION PRODUCTS INC Parts \$209.57; SD DEPT OF PUBLIC SAFETY Teletype Service \$390.00; SD PUBLIC HEALTH LABORATORY Water

Samples \$133.00; STREICHERS INC Uniforms \$2,977.80; STURDEVANTS MADISON INC Parts \$714.47; TEC EQUIPMENT Elbow - Water Truck \$186.62; USA BLUE BOOK Sodium Thiosulfate \$32.69; VICKMARK/CHRISTOPHER D Treadmill Repairs \$325.00; WESCO DISTRIBUTION INC 2025 Electric Conv Materials \$3,915.00; WHEALY/MARK Spin Classes \$70.00.

Payroll Bills for Ratification – March 14, 2025

AFLAC \$5,285.62; Delta Dental \$7,876.78; Health Pool of South Dakota \$53,889.50; IRS-EFTPS \$48,061.14; Local Union #426, IBEW \$617.00; Office-Child Support Enforce \$835.38; Optilegra, Inc \$866.82; SD Retirement System \$27,842.09; SD Retirement System \$10,298.00; Teamsters Local No. 120 \$1,004.00.

Payroll Bills for Ratification – March 28, 2025

Health Pool of South Dakota \$53,889.50; IRS-EFTPS \$50,016.07; Office-Child Support Enforce \$835.38; SD Retirement System \$27,606.40; SD Retirement System \$10,298.00.

Mayor Lindsay opened the Public Hearing Upon Application for Package (off-sale) Liquor License – Kwik Trip, Inc. There were no public comments. Therefore, Mayor Lindsay closed the Hearing.

Motion by Commissioner Shaw, seconded by Commissioner Wire to Approve Package (off-sale) Liquor License Application – Kwik Trip, Inc. Motion carried unanimously. The City currently has one off-sale license available for sale. Construction on the new convenience store is scheduled to begin May 12, 2025 and to be completed by October 10, 2025.

Motion by Commissioner Dybdahl, seconded by Commissioner Cronin to Award of Bid – 2025 Multi-Community Asphalt Surface Treatment Project to ASTECH Corp. Motion carried unanimously. Madison's share of this project will be \$312,455.60.

Motion by Commissioner Cronin, seconded by Commissioner Shaw to Authorize Mayor to Sign Change Order No. 1 – Madison Water System Improvements Segment 4 – Metro Construction Inc. Motion carried unanimously. This project is the water main loop in the Industrial Park, and the change order is due to private utilities not identified prior to the project which resulted in additional labor and time to cross the utilities. The cost of this change order is \$47,912.50.

Motion by Commissioner Cronin, seconded by Commissioner Dybdahl to Authorize Staff to Send Letter to Army Corp of Engineers to Initiate 205 Study. Motion carried unanimously. The Section 22 Study identified possible solutions for flood mitigation, and the 205 Study will dive deeper into those proposals, which are proposed detention ponds and new culverts.

Motion by Commissioner Shaw, seconded by Commissioner Cronin to Approve Use of up to \$25,300 from Police Department Technology Reserve Fund. Motion carried unanimously. The use of these funds will go towards upgrades to the interview room recording system and the installation of Rectangular Rapid Flashing Beacons (RRFB) at the crosswalk on NW 9th Street and Chicago Ave to increase pedestrian safety at the elementary school.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to Accept the Parks & Recreation Board's Recommendation to Increase 2025 Rates for the Madison Aquatic Center. Motion carried unanimously. The recommendation is to increase family season passes for Community Center members from \$125 to \$150, and from \$150 to \$175 for non-members of the Community Center.

City Administrator Berreth presented the monthly Project updates.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, April 21, 2025 at 5:30 PM
- Infrastructure Open House at City Hall – Tuesday, April 8, 2025 from 5:00 PM – 7:00 PM

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

/s/Amy L Sad
Finance Officer

CITY OF MADISON
PERSONNEL
APRIL 2025

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
HEILMAN, BERNARD	4/7/2025		PT<20		\$16.00	PARK MAINTENANCE II
MATHISON, SCOTT	4/7/2025		PT<20		\$18.96	PARK MAINTENANCE II
BLUE, LILY	4/7/2025		PT<20		\$11.88	AFTER SCHOOL PROGRAM
MURDOCK, KIERA	4/7/2025		PT<20		\$11.88	AFTER SCHOOL PROGRAM
ALDRIDGE, DANIEL	3/29/2025		PT<20		\$14.63	WSI CERTIFIED LIFEGUARD
ALDRIDGE, DANIEL	3/29/2025		PT<20		\$15.18	WSI INSTRUCTOR
MATSON, EMILY	3/29/2025		PT<20		\$14.63	WSI CERTIFIED LIFEGUARD
MATSON, EMILY	3/29/2025		PT<20		\$15.18	WSI INSTRUCTOR
OINES, KYLEE	3/29/2025		PT<20		\$14.63	WSI CERTIFIED LIFEGUARD
OINES, KYLEE	3/29/2025		PT<20		\$15.18	WSI INSTRUCTOR
RIEDEL, BROOKELYN	3/29/2025		PT<20		\$14.63	WSI CERTIFIED LIFEGUARD
RIEDEL, BROOKELYN	3/29/2025		PT<20		\$15.18	WSI INSTRUCTOR
PEARSON, RYLAN	3/29/2025		PT<20		\$14.63	WSI CERTIFIED LIFEGUARD
PEARSON, RYLAN	3/29/2025		PT<20		\$15.18	WSI INSTRUCTOR
HASLETON, CHARLOTTE	3/29/2025		PT<20		\$14.63	WSI CERTIFIED LIFEGUARD
HASLETON, CHARLOTTE	3/29/2025		PT<20		\$15.18	WSI INSTRUCTOR
OAKS, ELIZABETH	3/29/2025		PT<20		\$14.63	WSI CERTIFIED LIFEGUARD
OAKS, ELIZABETH	3/29/2025		PT<20		\$15.18	WSI INSTRUCTOR
MEYER, OLIVER	4/4/2025		PT<20		\$13.50	LIFEGUARD
MAXWELL, SIENNA	3/29/2025		PT<20		\$14.63	WSI CERTIFIED LIFEGUARD
MAXWELL, SIENNA	3/29/2025		PT<20		\$15.18	WSI INSTRUCTOR

RESOLUTION NO. 2025-09

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 12A and 13A 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 21st day of April, 2025.

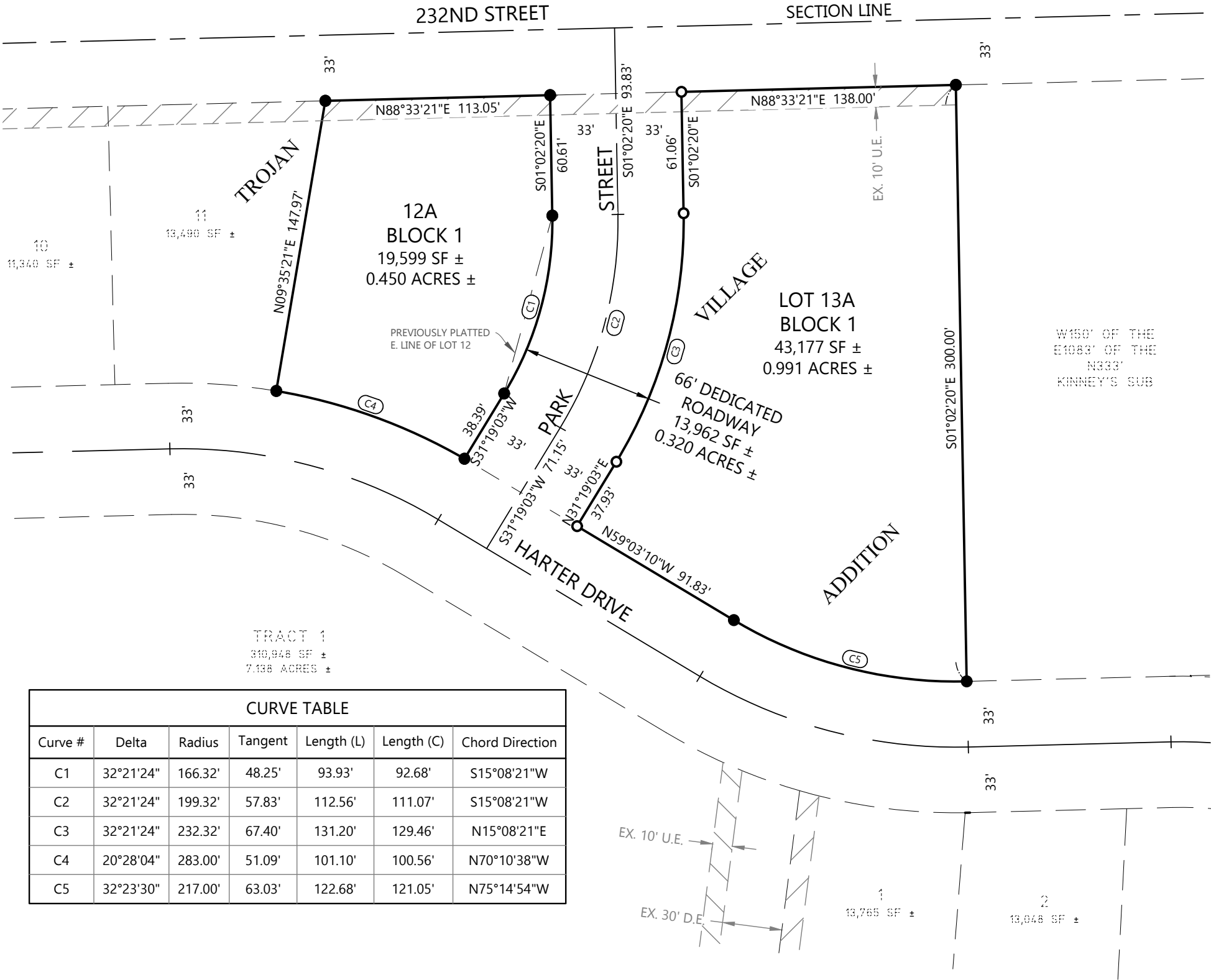
CITY OF MADISON

Mayor

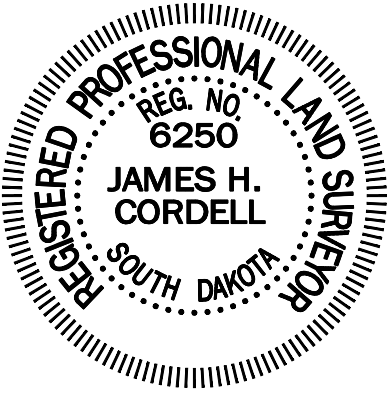
ATTEST:

Finance Officer

PLAT OF
LOTS 12A AND 13A IN BLOCK 1, TROJAN VILLAGE ADDITION
TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA



CURVE TABLE						
Curve #	Delta	Radius	Tangent	Length (L)	Length (C)	Chord Direction
C1	32°21'24"	166.32'	48.25'	93.93'	92.68'	S15°08'21"W
C2	32°21'24"	199.32'	57.83'	112.56'	111.07'	S15°08'21"W
C3	32°21'24"	232.32'	67.40'	131.20'	129.46'	N15°08'21"E
C4	20°28'04"	283.00'	51.09'	101.10'	100.56'	N70°10'38"W
C5	32°23'30"	217.00'	63.03'	122.68'	121.05'	N75°14'54"W



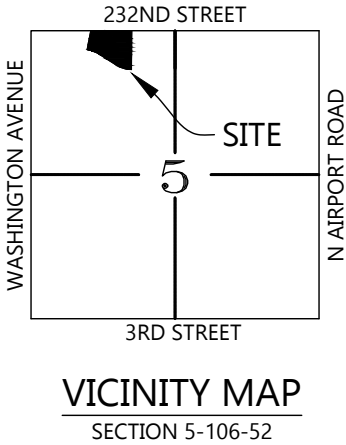
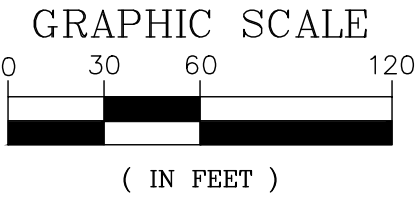
Notes:

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



Total Area Surveyed:
1.761 Acres ±

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

PLAT OF
LOTS 12A AND 13A IN BLOCK 1, TROJAN VILLAGE ADDITION
TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA

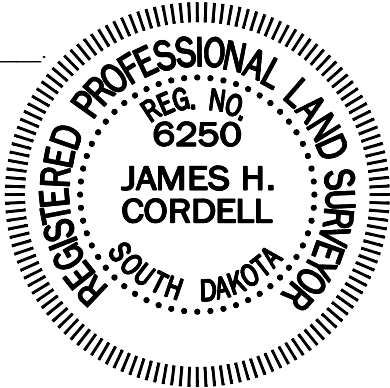
SURVEYOR'S CERTIFICATE

I, James H. Cordell, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I did on or before January 10, 2024, survey and replat Lots 12 and 13 in Block 1, Trojan Village Addition, Lake County, South Dakota into lots and a block as shown. The same shall hereafter be known and described as **Lots 12A and 13A 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 12A and 13A in Block 1, Trojan Village Addition to the City of Madison, Lake County, South Dakota, does hereby vacate the following platting: Lots 12 and 13 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 141. Said plat, hereby vacated, is situated within Lots 12A and 13A in Block 1, Trojan Village Addition to the City of Madison, Lake County, South Dakota, as surveyed.

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 1 thru 24 in Block 1, Lots 1 thru 19 in Block 2, Lots 1 thru 14 in Block 3, and Tract 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 12A and 13A 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

WORK ORDER FOR CONSULTANT SERVICES
LOCAL GOVERNMENT PROJECTS

GENERAL

DOT 917-B
05/28/2024

1	Work Order No.	BI-67-25	2	Agr. No.	410871	3	Date	04/11/2025
4	Amendment No.							
5	Consultant	Banner Associates						

PROJECT INFORMATION

6	Project No.	PT NBIS(45)	7	PCN	04N9	8	County/City	City of Madison
9	Project Description	Bridge Inspections						
10	Project Location	Citywide						
11	Work Type	Bridge Inspections						

For Specifics on the Scope of Work, See Attachment I

12	MAXIMUM LIMITING AMOUNT	\$16,600.00	13	FIXED FEE	\$2,053.85
14	Amendment Amount		15	FIXED FEE	
16	New Maximum Limiting Amount	\$16,600.00	17	FIXED FEE	\$2,053.85
18	COMPLETION DATE	05/01/2026			

See Attachment I for interim dates and deliverables.

19 CONTACT PERSONS

Consultant	Mark Junker, Banner Associates
City or County	City of Madison Engineer
SDDOT	Cody Axlund, SDDOT

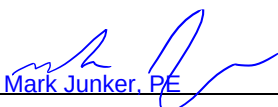
INSURANCE REQUIREMENTS

20	Type of Insurance	Expiration Date	On File
	General Liability	11/01/2025	
	Automobile Liability	11/01/2025	
	Workers Compensation	11/01/2025	
	Professional Liability	11/01/2025	

21 ATTACHMENTS

Services Required	
Reimbursement for Travel	

APPROVAL BY:

Consultant:	 Mark Junker, PE	 Pat Carey, PE	4/14/2025
			Date
City or County:			
	Concurrence		Date
22	DOT:		
			Date

DISTRIBUTION: (1) Original - Audits
(1) Copy - Consultant
(1) Copy - Originating Office
(1) Copy - Local Government Agency

Notice of Bid - Public Auction of Surplus Property

Closes May 13th, 2025, 10:00 AM

Bid number 975

Summary Notice of Sale - Public Auction of Surplus Property

NOTICE IS HEREBY GIVEN THAT THE CITY OF MADISON WILL HOLD A PUBLIC AUCTION OF SURPLUS PROPERTY BEGINNING ON APRIL 8th, 2025, AND ENDING ON MAY 13th, 2025, AT APPROXIMATELY 10:00 AM.

Online auction site: www.purplewave.com

Items listed for auction are:

- 2006 Ford Deuco Terex Hrx-55 (Diesel Bucket Truck)

Items will be available for review at www.purplewave.com on Tuesday, April 8th, 2025, or at the City of Madison Street Department at 435 S. Highland Ave, Madison, SD. Please call Michael Plooster at (605) 256-7521 to schedule appointments to view the item(s). All items are sold as is and where is.

Additional information may be obtained by contacting Randy Eilerts from Purple Wave at [620-779-2221](tel:620-779-2221), or by visiting the Purple Wave Website at www.purplewave.com.

ADVERTISEMENT FOR BIDS

Notice is hereby given that on the 15th day of May 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. 976 GOAB Switches, Capacitor Voltage Transformers and Substation Steel

The equipment shall be in accordance with the specifications and proposed form of contract now on file in the offices of, the City of Madison, Madison, South Dakota, by this reference made a part hereof, as though fully set out and incorporated herein.

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 Street, 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 a certified check, cashier's check, of a bank draft payable to the City of Madison, in the amount of five (5) percent of the total bid, said check to be drawn on a state or a national bank or by Bid Bond in an amount of ten (10) percent of the total bid, issued by a surety authorized to do business in the State of South Dakota, said bond to be 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 Owner 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 Bonds.

The sealed envelope containing the bid shall be clearly marked "BID ENCLOSED – BID NO. 976 FURNISHING MAJOR MATERIALS – SOUTHEAST SUBSTATION" on the outside of the envelope.

Payment to the Supplier will be made as described in the Material Agreement.

Delivery of the Substation Materials shall be by the dates set in the General Requirements.

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.

This notice is given by order of the City of Madison, Madison, South Dakota.

Dated this 22nd day of April, 2025.

CITY OF MADISON
MADISON, SOUTH DAKOTA

By /s/ Jameson Berreth
City Administrator



TO: Mayor/Commission
FROM: Randy Minnaert
DATE: 04/03/2025
RE: Declare Surplus Property

Description: 34 chairs from Fire Dept. meeting room

\$ _____
(Includes any applicable sales tax)

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

Name: Kody Keefer

Name: Russ Klosterman

Name: Tom Michelke



TO: Mayor/Commission
FROM: Michael Plooster
DATE: 4/21/25
RE: Declare Surplus Property

Old Sewer Camera

\$ _____
(Includes any applicable sales tax)

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

Jan Tieman

Kim Verhey

Eric Carlson



TO: Mayor/Commission

FROM: Michael Plooster

DATE: 4/21/25

RE: Declare Surplus Property

Syrinx Pipe Minder-One Leak Detection Kit

\$ _____
(Includes any applicable sales tax)

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

Jan Tieman

Kim Verhey

Eric Carlson

To: Mayor/Commission
From: Justin Meyer
Date : 4/28/25
RE: Declare Surplus Property

\$ _____
(Includes any applicable sales tax)

2018 Dodge Police Charger with 107,549 miles
VIN: 2C3CDXKT5JH248991

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

John Draper

Floyd Rummel

Ben Gant



IT Surplus List

4/16/2025

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

Josh West, Infotech

Karl Welsh, Future PC

Jed Blom, Director of IT

Type	Make	Model	S/N	Description	Price
Calculator	Sharp	EL-2196BL	6D00655X	Broke	
Phone	Radioshack	11A01	14075115	OLD	
Typewriter	IBM	Wheelwriter 3500	11ZG749		
Phone	Apple	iPhone SE MLLL2LL/A	F19S459YH2XG		
Phone	Samsung	SGH-A997	R81D20C5TAA	Old Flip	
Phone	Samsung	SGH-A997	R81D20C5WJE	Old Flip	
Phone	Samsung	Galaxy S7 SM-G930A	352325083549605	Old	
Phone	Apple	iPhone SE A1533	01397206356393	Old	
Phone	Samsung	Galaxy S5	?	Old	
Phone	Apple	iPhone 6 A1549	35903060809964	Old	
Phone	Samsung	Galaxy S6	359356062290799	Old	
Phone	Samsung	Galaxy S5	?	Old	
Phone	Samsung	Galaxy S6 Edge	357741060552625	Old	
Phone	LG	G4	?	Old	
Phone	Samsung	Galaxy S7 SM-G930A	35502075006045	Old	
Phone	Apple	iPhone A1387		OLD	
Computer	Generic	Whitebox	N/A	AMD Duron, 128mb, 20gb, Windows XP Bad motherboard	
Computer	Generic	Whitebox	N/A	PII System, Windows ? Bad motherboard	
Computer	Dell	Precision Tower 3620	B92VHK2		
Computer	Dell	Precision T1650	8JHW7Y1		
Computer	Dell	Optiplex 3090	J2J15k3	Water Treatment Plant. Dead	
Computer	Dell	Precision T7500	4TXBLH1	Waste Water Treatment Plant. OLD	
Network	Engenius	WAP, ECB1200	167201599		
iPad	Apple	A2153	DMPYDLGTIMX0	iPad Air 3rd Gen	
iPad	Apple	A2153	DMPYF276LMX0	iPad Air 3rd Gen	
iPad	Apple	A2153	DMPYF2TTLMX0	iPad Air 3rd Gen	

Laptop	Dell	Inspiron 5502	GVKQC63	i7-1165G7, 8GB DDR4, 256GB M.2, Iris Intel Xe, Win 11 Home, Good condition	
Laptop	Dell	Inspiron 5502	9KLQC63	i7-1165G7, 8GB DDR4, 256GB M.2, Iris Intel Xe, Win 11 Home, Good condition	
Power	Panamax	P5400-PM		Power Conditioner	
Laptop	Dell	Latitude 3500	GDGLMT2	i5-8265U, 8GB, 256GB SSD	

RESOLUTION NO. 2025-08

AUTHORIZATION FOR ASSIGNED FUND TRANSFERS

WHEREAS, the City of Madison recognizes the need to accumulate and assign funds for future capital projects and large purchases; and

WHEREAS, the City of Madison recognizes that future needs change and assigned funds may no longer be needed for previously designated capital projects and large purchases; and

WHEREAS, the City of Madison recognizes the need to conform with GASB reporting of fund balances;

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

The following amounts shall be transferred from unassigned funds to assigned funds and shall reflect on the balance sheet under the appropriate classification:

GENERAL FUND	POLICE DUES & SUBSCRIPTIONS, CAPITAL OUTLAY-OTHER	25,297.86
GENERAL FUND	COMM CTR MAINT/REPAIR ASSIGNED 2024	49,410.66
GENERAL FUND	WATER PLANT EQUIPMENT REPAIR / REPLACE	5,673.77

Dated this 21st day of April, 2025

CITY OF MADISON

/s/Roy J Lindsay Jr
Mayor

ATTEST: /s/Amy L. Sad
Finance Officer

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

ABATEMENT Number 2025 04

Tax Year Payable 2025

Board of County Commissioners of Lake County, South Dakota

NAME Callies Homes, Inc

MAILING ADDRESS 23555 434 Ave

CITY Howard State SD Zip Code 57349

Legal Description of Property Lot 4 Exc S34.3' Blk 5 Cyber Estates Add

Application for an abatement / refund of taxes is being presented due to the following reason (check applicable provision)

☒ An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

☐ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

☐ The property is exempt from the tax;

☐ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessments;

☐ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

☐ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

☐ A loss occurred because of flood, fire, storm, or other unavoidable casualty; Date of Loss _____

☐ Structures have been removed after the assessment date (upon verification by the director of equalization)
Date structures removed _____

☐ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4

☐ Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

☐ Other / Comments _____

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.) SEE BACK

I hereby apply for an abatement / refund of property taxes for the above reasons.

Subscribed and sworn to, before me this _____ day of _____, _____

Applicant's Signature _____

Notary / Auditor / Deputy Auditor _____

DATE RECEIVED in the County Auditor's office _____ Received by _____

Total Valuation _____ Total Taxes on Property _____

Amount Abated _____ Amount Refunded _____

Date Approved _____ Check Number _____

Chair, Lake County Commission

Date

Lake County, SD

Summary

Parcel ID	218950050000410
Property Address	
Legal Description	LOT 4 EXC S34.3' BLOCK 5 CYBER ESTATES ADDITION #2266M-1A-5-4 (Note: Verify Legal Descriptions for documents with Register of Deeds)
Districts	Madison CN 39-2

[View Map](#)

Owners

CALLIES HOMES, INC
23555 434 AVE
HOWARD, SD 57349-0000

Valuation

Assessed Year	2024
Class	
Ag Land Value	\$0.00
Ag Improvement Value	\$0.00
Ag Total Value	\$0.00
Non-Ag Land Value	\$0.00
Non-Ag Building Value	\$0.00
Other Land Value	\$0.00
Other Building Value	\$0.00
Non-Ag\Other Total Value	\$0.00
Exempt Value	\$0.00

Taxation

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022
= Net Taxable Value	\$0	\$0	\$1,360
= Net Taxes Due	\$0.00	\$0.00	\$0.00

Tax History

Year	Due Date	Amount	Paid	Date Paid
2024	April 30 2025 (Special Assessment)	\$18.70	No	
2024	October 31 2025 (Special Assessment)	\$18.70	No	
2022	April 30 2023 (Special Assessment)	\$37.40	Yes	
2022	October 31 2023 (Special Assessment)	\$0.00	Yes	
2021	April 30 2022 (Special Assessment)	\$25.00	Yes	2/17/2022
2021	October 31 2022 (Special Assessment)	\$25.00	Yes	2/17/2022
2021	April 30 2022	\$13.51	Yes	2/17/2022
2021	October 31 2022	\$13.51	Yes	2/17/2022

No data available for the following modules: Sales, Residential, Commercial, Tax Sale, Soils, Soils2, Photos, Sketches.

The GIS data is not a legally recorded map, survey, or legal document, and the GIS data may contain errors. The GIS data is for reference only and the public may not use or rely upon the GIS data in any other way. The GIS data is provided on an "as is" basis, and Lake County makes no representations, guarantees or warranties regarding the GIS data whatsoever, including but not limited to representations, guarantees or warranties that the GIS data is fit for any purpose.
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
Last Data Upload: 3/24/2025, 7:09:27 AM

Contact Us



5110 East 57th Street
Sioux Falls, SD 57108-8748
605 271 4414
KLJENG.COM

April 10, 2025
Mr. Ryan Hegg
Director of Engineering and Community Development
City of Madison
503 S Highland Ave
Madison, SD 57042

Re: Madison Municipal Airport
KLJ #2505-00156, City Bid #974
FAA grants: AIG #3-46-0029-027-2025; AIP #3-46-0029-028-2025
Reconstruct Apron and Taxilane

Dear Mr. Hegg:

The bid opening for the Reconstruct Apron and Taxilane airport improvement project was held on Thursday, April 3, 2025. There were 5 bids received and 0 were rejected.

For the Division 1 Base Bid, Soukup Construction, Inc. of Sioux Falls, SD is the apparent low bidder for Division 1 Base Bid with a total bid of \$273,984.80. Soukup's total bid was 31.6% percent lower than the Engineer's Opinion of Probable Construction Cost of \$400,292.00.

For the Division 2 Base Bid, Soukup Construction, Inc. of Sioux Falls, SD is the apparent low bidder for Division 2 Base Bid with a total bid of \$121,257.55. Soukup's total bid was 32.0% percent lower than the Engineer's Opinion of Probable Construction Cost of \$179,859.00.

For the Division 3 Base Bid, Soukup Construction, Inc. of Sioux Falls, SD is the apparent low bidder for Division 3 Base Bid with a total bid of \$63,215.65. Soukup's total bid was 39.0% percent lower than the Engineer's Opinion of Probable Construction Cost of \$103,675.00.

For the Total Construction, Soukup Construction, Inc. of Sioux Falls, SD is the apparent low bidder for with a total bid of \$458,458.00. Soukup's total bid was 33.0% percent lower than the Engineer's Opinion of Probable Construction Cost of \$683,826.00.

The Disadvantaged Business Enterprise (DBE) goal for the project is 3.41 percent. Soukup Construction, Inc. did not meet the goal by showing 1.20 percent DBE participation on the project. Soukup did provide adequate Good Faith Efforts documentation.

Soukup provided the required Buy American supporting documentation. Soukup stated their corporation does not have any unpaid federal tax liability that has been assessed. They also stated their corporation has not been convicted of a criminal violation under any Federal law within the preceding 24 months.

KLJ did review these documents and believes that Soukup Construction, Inc. met the requirements set forth in the Project Manual.

KLJ recommends award of the project as follows. If the City of Madison agrees with our recommendation, please execute the following:

- Approve award of Division 1 to Soukup Construction, Inc. in the amount of \$273,984.80.
- Approve award of Division 2 to Soukup Construction, Inc. in the amount of \$121,257.55.
- Approve award of Division 3 to Soukup Construction, Inc. in the amount of \$63,215.65.

Once the City of Madison has approved the award, KLJ will prepare the Notice of Award (NOA) for execution. The actual contract will not be presented to the City of Madison until the NOA has been signed by the Contractor. The Contractor will then prepare their payment and performance bonds, insurance certificates, and other appropriate information, and then KLJ will forward the contract package to the City of Madison for approval.

Please let me know if you have any questions.

Sincerely,

KLJ Engineering

A handwritten signature in blue ink, appearing to read "Aaron Storm".

Aaron Storm, PE
Project Manager

Enclosure: Bid Tabulation

Project #: 2505-00156

Cc: Amy Sad, Finance Officer
Roy Lindsay, Mayor
Mason Stolle, KLJ
Kayla Kaup, KLJ

**BID TABULATION****Madison Municipal Airport**

Reconstruct Apron and Taxilane

AIG NO. 3-46-0029-027-2025, AIP NO. 3-46-0029-028-2025, KLJ #2405-00194

				Engineer's Opinion of Construction Cost		Soukup Construction Sioux Falls, SD		Bowes Construction Inc. Brookings, SD		Double H Paving, Inc Tea, SD		Asphalt Surfacing Company Sioux Falls, SD		Journey Group Companies Sioux Falls, SD	
Item	Description	Qty.	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
BASE BID – Division 1 – Reconstruct Apron (Eligible)															
1	Mobilization	1	L.S.	\$ 62,000.00	\$ 62,000.00	\$ 43,772.05	\$ 43,772.05	\$ 22,250.00	\$ 22,250.00	\$ 53,500.00	\$ 53,500.00	\$ 49,000.00	\$ 49,000.00	\$ 60,000.00	\$ 60,000.00
2	Airside Traffic Control	1	L.S.	20,000.00	20,000.00	25,000.00	25,000.00	12,865.00	12,865.00	24,000.00	24,000.00	14,500.00	14,500.00	15,000.00	15,000.00
3	Contractor Quality Control Program	1	L.S.	25,000.00	25,000.00	25,000.00	25,000.00	12,000.00	12,000.00	18,500.00	18,500.00	11,000.00	11,000.00	3,500.00	3,500.00
4	Contractor Staging/Storage Area	1	L.S.	10,000.00	10,000.00	950.00	950.00	16,500.00	16,500.00	36,000.00	36,000.00	10,000.00	10,000.00	3,000.00	3,000.00
5	Utility Pothole	1	L.S.	1,000.00	1,000.00	1,000.00	1,000.00	1,800.00	1,800.00	505.00	505.00	2,150.00	2,150.00	3,000.00	3,000.00
6	Pavement Removal, Asphalt, Full Depth (+/- 4 inches)	2,358	S.Y.	5.00	11,790.00	5.45	12,851.10	5.20	12,261.60	2.20	5,187.60	10.80	25,466.40	4.30	10,139.40
7	Unclassified Excavation	2,847	C.Y.	15.00	42,705.00	5.65	16,085.55	8.25	23,487.75	4.65	13,238.55	4.15	11,815.05	8.65	24,626.55
8	Subgrade Repair (As Directed By Engineer)	85	C.Y.	20.00	1,700.00	12.00	1,020.00	9.15	777.75	16.90	1,436.50	16.00	1,360.00	15.00	1,275.00
9	Geogrid (As Directed by Engineer)	250	S.Y.	4.00	1,000.00	3.50	875.00	2.95	737.50	4.50	1,125.00	2.60	650.00	2.15	537.50
10	Separation Geotextile	2,502	S.Y.	3.00	7,506.00	1.65	4,128.30	1.90	4,753.80	2.20	5,504.40	2.00	5,004.00	3.00	7,506.00
11	Subbase Course, 33 inches (optional to use Recycled Aggregates)	2,291	C.Y.	40.00	91,640.00	17.10	39,176.10	26.20	60,024.20	23.80	54,525.80	40.00	91,640.00	47.75	109,395.25
12	Aggregate base Course, SDDOT, 6 inches	417	C.Y.	60.00	25,020.00	48.00	20,016.00	43.50	18,139.50	55.75	23,247.75	50.00	20,850.00	58.00	24,186.00
13	Hot Mix Asphalt Pavement, 4 inches, SDDOT, Class E, PG 58-34	572.6	Ton	160.00	91,616.00	127.00	72,720.20	123.00	70,429.80	149.50	85,603.70	128.00	73,292.80	125.00	71,575.00
14	Emulsified Tack Coat	121	Gal.	15.00	1,815.00	11.50	1,391.50	6.65	804.65	9.00	1,089.00	14.88	1,800.48	15.00	1,815.00
15	Aircraft Tiedown in New Asphalt Pavement	3	Ea.	2,500.00	7,500.00	3,333.00	9,999.00	3,250.00	9,750.00	3,800.00	11,400.00	4,000.00	12,000.00	2,100.00	6,300.00
TOTAL BID - DIVISION 1				\$	400,292.00	\$	273,984.80	\$	266,581.55	\$	334,863.30	\$	330,528.73	\$	341,855.70
BASE BID – Division 2 – Reconstruct Taxilane (Eligible)															
1	Pavement Removal, Asphalt, Full Depth (+/- 4 inches)	1,269	S.Y.	5.00	6,345.00	5.45	6,916.05	5.65	7,169.85	2.20	2,791.80	10.80	13,705.20	4.30	5,456.70
2	Unclassified Excavation	1,533	C.Y.	15.00	22,995.00	5.65	8,661.45	8.25	12,647.25	4.65	7,128.45	4.40	6,745.20	8.65	13,260.45
3	Subgrade Repair (As Directed By Engineer)	46	C.Y.	20.00	920.00	12.00	552.00	9.15	420.90	16.90	777.40	30.00	1,380.00	15.00	690.00
4	Geogrid (As Directed by Engineer)	135	S.Y.	4.00	540.00	3.50	472.50	2.95	398.25	4.50	607.50	2.60	351.00	2.15	290.25
5	Separation Geotextile	1,347	S.Y.	3.00	4,041.00	1.65	2,222.55	1.90	2,559.30	2.20	2,963.40	2.00	2,694.00	3.00	4,041.00
6	Subbase Course, 33 inches (optional to use Recycled Aggregates)	1,233	C.Y.	40.00	49,320.00	17.10	21,084.30	26.20	32,304.60	23.80	29,345.40	45.00	55,485.00	47.75	58,875.75
7	Aggregate base Course, SDDOT, 6 inches	224	C.Y.	60.00	13,440.00	48.00	10,752.00	43.50	9,744.00	55.75	12,488.00	50.00	11,200.00	58.00	12,992.00
8	Hot Mix Asphalt Pavement, 4 inches, SDDOT, Class E, PG 58-34	308	Ton	160.00	49,328.00	127.00	39,154.10	123.00	37,920.90	149.50	46,090.85	128.00	39,462.40	125.00	38,537.50
9	Emulsified Tack Coat	65	Gal.	15.00	975.00	11.50	747.50	6.65	432.25	9.00	585.00	14.88	967.20	15.00	975.00
10	Surface Preparation	1	L.S.	5,000.00	5,000.00	1,600.00	1,600.00	1,535.00	1,535.00	1,690.00	1,690.00	1,700.00	1,700.00	1,650.00	1,650.00
11	Temporary Taxilane Marking (no beads)	637	S.F.	3.00	1,911.00	10.60	6,752.20	10.25	6,529.25	11.25	7,166.25	11.40	7,261.80	11.00	7,007.00
12	Taxilane Marking	186	S.F.	4.00	744.00	21.20	3,943.20	20.45	3,803.70	22.50	4,185.00	22.80	4,240.80	22.00	4,092.00
13	Reflective Media	1	L.S.	200.00	200.00	372.00	372.00	358.00	358.00	395.00	395.00	400.00	400.00	385.00	385.00
14	4-inch Perforated Underdrain Pipe with Filter Fabric/ Sock	627	L.F.	20.00	12,540.00	9.60	6,019.20	22.00	13,794.00	19.35	12,132.45	22.00	13,794.00	11.00	6,897.00
15	4-inch Solid PVC Underdrain Outlet Pipe	32	L.F.	30.00	960.00	23.00	736.00	46.20	1,478.40	29.50	944.00	40.00	1,280.00	28.60	915.20
16	Precast Concrete Headwall	1	Ea.	1,200.00	1,200.00	2,000.00	2,000.00	1,100.00	1,100.00	700.00	700.00	2,500.00	2,500.00	2,475.00	2,475.00
17	Temporary Erosion Control Mat	835	S.Y.	4.00	3,340.00	1.90	1,586.50	1.85	1,544.75	2.00	1,670.00	2.05	1,711.75	1.98	1,653.30
18	Biorolls	100	L.F.	5.00	500.00	3.30	330.00	3.15	315.00	3.45	345.00	3.53	353.00	3.40	340.00
19	Seeding	0.3	Acre	4,000.00	1,200.00	1,400.00	420.00	1,365.00	409.50	1,500.00	450.00	1,600.00	480.00	1,475.00	442.50
20	Topsoiling (On Site)	196	C.Y.	10.00	1,960.00	11.00	2,156.00	14.50	2,842.00	10.10	1,979.60	18.00	3,528.00	5.50	1,078.00
21	Mulching	0.3	Acre	3,000.00	900.00	3,600.00	1,080.00	3,400.00	1,020.00	3,750.00	1,125.00	3,799.84	1,139.95	3,650.00	1,095.00
22	Temporary Phasing Work, Electrical	1	L.S.	1,500.00	1,500.00	3,700.00	3,700.00	3,550.00	3,550.00	3,950.00	3,950.00	4,000.00	4,000.00	4,850.00	4,850.00
TOTAL BID – DIVISION 2				\$	179,859.00	\$	121,257.55	\$	141,876.90	\$	139,510.10	\$	174,379.30	\$	167,998.65

**BID TABULATION****Madison Municipal Airport**

Reconstruct Apron and Taxilane

BIL AIG NO. 3-46-0029-027-2025 AIP NO. 3-46-0029-028-2025 KLJ #2405-00194

				Engineer's Opinion of Construction Cost		Soukup Construction Sioux Falls, SD		Bowes Construction Inc. Brookings, SD		Double H Paving, Inc Tea, SD		Asphalt Surfacing Company Sioux Falls, SD		Journey Group Companies Sioux Falls, SD	
BASE BID – Division 3 – Reconstruct Apron (Ineligible)															
1	Pavement Removal, Concrete, Full Depth	158	S.Y.	10.00	1,580.00	6.00	948.00	12.45	1,967.10	8.15	1,287.70	28.18	4,452.44	7.50	1,185.00
2	Pavement Removal, Asphalt, Full Depth (+/- 4 inches)	678	S.Y.	5.00	3,390.00	5.45	3,695.10	6.00	4,068.00	2.20	1,491.60	10.80	7,322.40	4.30	2,915.40
3	Unclassified Excavation	1,017	C.Y.	15.00	15,255.00	5.65	5,746.05	8.25	8,390.25	4.65	4,729.05	5.00	5,085.00	8.65	8,797.05
4	Subgrade Repair (As Directed By Engineer)	31	C.Y.	20.00	620.00	12.00	372.00	9.15	283.65	16.90	523.90	30.00	930.00	15.00	465.00
5	Geogrid (As Directed By Engineer)	94	S.Y.	4.00	376.00	3.50	329.00	2.95	277.30	4.50	423.00	2.60	244.40	2.15	202.10
6	Separation Geotextile	944	S.Y.	3.00	2,832.00	1.65	1,557.60	1.90	1,793.60	2.20	2,076.80	2.00	1,888.00	3.00	2,832.00
7	Subbase Course, 33 inches (optional to use Recycled Subbase)	865	C.Y.	40.00	34,600.00	17.10	14,791.50	26.20	22,663.00	24.90	21,538.50	40.00	34,600.00	47.75	41,303.75
8	Aggregate Base Course, SDDOT, 6 inches	157	C.Y.	60.00	9,420.00	48.00	7,536.00	43.50	6,829.50	55.75	8,752.75	50.00	7,850.00	58.00	9,106.00
9	Hot Mix Asphalt Pavement, 4 inches, SDDOT, Class E, PG 58-34	218.2	Ton	160.00	34,912.00	127.00	27,711.40	123.00	26,838.60	149.50	32,620.90	128.00	27,929.60	125.00	27,275.00
10	Emulsified Tack Coat	46	Gal.	15.00	690.00	11.50	529.00	7.65	351.90	9.00	414.00	14.88	684.48	15.00	690.00
TOTAL BID – DIVISION 3				\$	103,675.00	\$	63,215.65	\$	73,462.90	\$	73,858.20	\$	90,986.32	\$	94,771.30
SUMMARY OF BIDS															
TOTAL BID - DIVISION 1				\$	400,292.00	\$	273,984.80	\$	266,581.55	\$	334,863.30	\$	330,528.73	\$	341,855.70
TOTAL BID - DIVISION 2				\$	179,859.00	\$	121,257.55	\$	141,876.90	\$	139,510.10	\$	174,379.30	\$	167,998.65
TOTAL BID - DIVISION 3				\$	103,675.00	\$	63,215.65	\$	73,462.90	\$	73,858.20	\$	90,986.32	\$	94,771.30
TOTAL CONSTRUCTION				\$	683,826.00	\$	458,458.00	\$	481,921.35	\$	548,231.60	\$	595,894.35	\$	604,625.65
 Project Manager's Signature 4/3/2025 Date True tabulations of bids received on: Thursday, April 3, 2025 Number of bids received: 5 Bids rejected: 0 Corrections made due to mathematical errors in calculating costs.															

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR
AIRPORT PROJECT NUMBER AIG 3-46-0029-027-2025 and AIP 3-46-0029-028-2025
Construction Administration and Construction Observation (CA/CO)**

This Agreement is entered into by and between the City of Madison, South Dakota, of 503 S Highland Ave, Madison, South Dakota 57042, referred to in this Agreement as the “SPONSOR”, and KLJ Engineering LLC, 400 East Broadway Avenue, Suite 600, Bismarck ND 58501, referred to in this Agreement as the “ENGINEER”.

BACKGROUND:

1. The SPONSOR intends to construct the following airport improvements at the Madison Municipal Airport, with state, local, and federal assistance:

Reconstruct Apron and Taxiway

- Task 3 - Construction Administration and Observation Services
- Task 14 - FAA Project Closeout Report Services

2. The SPONSOR wants approved plans and specifications prepared and available, together with other professional services described in this Agreement, to implement the construction of the above project.
3. The ENGINEER is in compliance with the South Dakota statutes relating to the registration of professional engineers and has indicated a willingness to provide the professional engineering services necessary for the project.

THE SPONSOR AND THE ENGINEER MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

- A. The SPONSOR will retain and employ the ENGINEER, and the ENGINEER will perform the agreed professional services for the project at the Madison Municipal Airport, Project Number AIG 3-46-0029-027-2025 and AIP 3-46-0029-028-2025, referred to in this Agreement as the “Project.”
- B. The Project and the agreed professional services are more particularly described and incorporated in this Agreement in the attached Exhibit A, entitled “Detailed Scope of Services.” The anticipated level of effort is described and incorporated in this Agreement in the attached Exhibit B, entitled “Cost Breakdown.”
- C. The ENGINEER’S preparation of plans and specifications must be in accordance with the current Federal Aviation Administration Standards for Specifying Construction of Airports (AC 150/5370-10H) and current Federal Aviation Administration (FAA) Advisory Circulars.
- D. Design standards for airports contained in current FAA Advisory Circulars are mandatory requirements and the design must conform in all aspects to current FAA Advisory Circulars, unless the FAA grants written approval, in advance, to deviate from these design standards.
- E. If the ENGINEER alters any of the standards in the current FAA Standards for Specifying Construction of Airports (AC 150/5370-10H), the ENGINEER must submit the following with the preliminary plans and specifications: 1) the ENGINEER’S letter of explanation detailing why the standards were altered and 2) the FAA approval letter allowing for the specific modification to the design standards.

2. PERIOD OF PERFORMANCE

This Agreement will begin upon date of last signature. The ENGINEER will complete the scope of work as defined in the detailed scope of work in the attached Exhibit A.

3. PAYMENT AND MAXIMUM LIMITING AMOUNT

Compensation under this Agreement will be broken into two separate and independent forms, as follows: 1) lump sum and 2) cost plus fixed fee. Following the description of the compensation method below, Tables A and B detail the items to be compensated on either a lump sum basis or a cost plus fixed fee basis.

The SPONSOR will reimburse the ENGINEER for all labor required to satisfactorily complete the work contemplated by this Agreement on either a lump sum basis or a cost plus fixed fee basis. The fixed fee will be clearly specified. The ENGINEER will be reimbursed for all materials and equipment required to satisfactorily complete the work contemplated by this Agreement on the basis of cost. Allowable costs will be direct salary, material and equipment direct costs, payroll additive, and general overhead. The general overhead will include insurance costs as described in section 9 of this Agreement. Allowable direct and indirect costs must be based on the established and customary accounting practices of the ENGINEER.

The SPONSOR will reimburse only reasonable costs for travel, meal, and lodging expenses. Maximum travel, meal, and lodging costs are as established in the Federal Travel Regulations.

For provisional billing purposes, the ENGINEER will use actual costs for direct salary, and current available costs for material and equipment, payroll additive, and general overhead. The SPONSOR will pay that portion of the fixed fee in the proportion the actual work completed as documented on the monthly progress reports bears to the whole. The ENGINEER'S invoices will include the ENGINEER'S job cost/project number.

The final reimbursement will be based on the actual unit rates in accordance with 48 CFR Part 31 and the ENGINEER'S usual and normal practice as determined by audit after all authorized work is completed, subject to the limiting amount. No additional payment for premium time as it relates to hours worked beyond forty (40) hours per week will be considered unless accumulated in accordance with the ENGINEER'S usual and normal practice.

The ENGINEER will certify that the ENGINEER'S accounting system complies with standards stated in the attached ENGINEER Accounting Certification, incorporated in this Agreement as Exhibit E.

The ENGINEER will present the SPONSOR with a voucher for the ENGINEER'S services, material usage, and equipment usage after the work has been performed and the expenses incurred. Documentation of these charges will be to the satisfaction of the SPONSOR and the South Dakota Department of Transportation (SDDOT). If the final plans are not acceptable to the SPONSOR and the SPONSOR must finish the plans, the SPONSOR will bill or deduct the costs incurred by the SPONSOR for completing the plans. The SPONSOR must approve the vouchers prior to reimbursement being made by the SPONSOR. The maximum limiting amount will be specified in the scope of work. The stated limiting amount will be construed to be a maximum amount, and is not a guarantee by the SPONSOR that the ENGINEER will be entitled to sufficient work to justify such amount.

If, during the course of construction, errors or omissions are discovered on the plans which the ENGINEER has provided pursuant to this Agreement, the ENGINEER will make the necessary corrections and furnish same to the SPONSOR, within a time period specified by the SPONSOR, at no additional compensation.

The ENGINEER has submitted to SDDOT indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the ENGINEER'S current fiscal year. **The ENGINEER will request use of updated provisional percentage rates within four (4) months after the close of each fiscal year** in order to more accurately reflect the cost of work during subsequent years. Provisional rates will be based on the actual costs incurred during the ENGINEER'S fiscal year. In accordance with FAA 14 CFR 152.305, the ENGINEER will submit all Schedules of Indirect Costs submitted with a Certification of Indirect Costs document (see EXHIBIT F).

A. LUMP SUM COMPENSATION

The SPONSOR will pay the ENGINEER for services in a lump sum amount to cover all costs for completion of the work items listed in Table A below. The lump sum costs will include direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14.

The lump sum payment will be based on the hours and expenses indicated in Exhibit B and will include an element for fixed fee. The lump sum fee for the work contemplated under this Agreement will constitute total compensation for all of the work necessary to complete the individual items specified in the Scope of Services. Monthly payments for those items specified in Table A will be based on the percentage of work completed to date.

Table A indicates those work items covered as lump sum payment items and the total cost or compensation for each of those items. Exhibit B provides a detailed listing of the lump sum fees and justification for those fees.

TABLE A: LUMP SUM	
Task Item	Total Cost/Compensation
FAA Project Closeout Report	\$12,777.09

(Note: \$12,777.09 x 19.7% ineligible= \$2,517.09; \$12,777.09 x 80.3% eligible= \$10,260.00)

B. COST PLUS FIXED FEE COMPENSATION

The SPONSOR will pay the ENGINEER for services on an actual cost plus fixed fee basis. The actual costs will consist of direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14. The fixed fee, based on the schedules in Exhibit B, must not vary from the maximum specified unless the overall scope of the Project changes. The SPONSOR will make monthly payments as the work progresses for those items specified in Table B.

Table B indicates those work items covered as a cost plus fixed fee payment items, the description of services, total estimated compensation for each of those items, and the fixed fee.

TABLE B: COST PLUS FIXED FEE		
Task Item	Fixed Fee	Total Cost/Compensation
Construction Administration and Observation	\$21,811.82	\$197,030.89

(Note: \$197,030.89 x 19.7% ineligible= \$38,815.09; \$197,030.89 x 80.3% eligible= \$158,215.80)

C. The maximum limiting amount for this Agreement is \$209,807.98.

(Note: \$209,807.98 x 19.7% ineligible= \$41,332.17, \$209,807.98 x 80.3% eligible= \$168,475.81)

4. EXTRA WORK

The SPONSOR may, at any time by written order, make changes within the general scope of work under this Agreement. Any changes which materially increase or reduce the cost of or the time required for performance of services under this Agreement will be deemed a change in the scope of work for which adjustment will be made in the Agreement's maximum limiting fee and the fixed fee, or the time for performance, or both, and the Agreement will be modified in writing accordingly.

The SPONSOR will pay the ENGINEER for Extra Work separately and in addition to the consideration of the original Agreement. However, the ENGINEER will perform no Extra Work without the SPONSOR'S prior written authorization. The SPONSOR will pay the ENGINEER for Extra Work on the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. No claims will be allowed unless written approval for Extra Work has been secured in advance from the SPONSOR.

5. AMENDMENT

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

6. TERMINATION

The SPONSOR may terminate this Agreement, in whole or in part, on ten (10) days' written notice. If the ENGINEER breaches any of the terms or conditions of this Agreement, the SPONSOR may terminate this Agreement with or without notice. The SPONSOR will pay the ENGINEER for acceptable work accomplished to the date of termination upon furnishing to the SPONSOR all work product produced to the time of termination.

If the SPONSOR terminates this Agreement without fault on the part of the ENGINEER, the ENGINEER will deliver to the SPONSOR all work product completed to the date of termination. This work product will become the property of the SPONSOR and the SPONSOR will pay ENGINEER for work performed and delivered up to the date of termination. The value of the work performed and services rendered and delivered, and the amount to be paid as actual costs must be mutually satisfactory to the SPONSOR and to the ENGINEER. The SPONSOR will pay the ENGINEER a portion of the fixed fee, based on the ratio of the actual costs incurred to the estimated actual costs contained in the Agreement, plus actual costs. The actual costs will be determined by audit of these costs to the date of termination, subject to the maximum limiting fee.

If the SPONSOR terminates the ENGINEER'S services for fault on the part of the ENGINEER, the SPONSOR will be entitled to recover payments made to the ENGINEER for the work which is the cause of the at-fault termination. The SPONSOR will pay the ENGINEER only for work satisfactorily performed and delivered to the SPONSOR up to the date of termination. The SPONSOR may adjust any payments due to the ENGINEER at the time of termination to cover any additional costs to the SPONSOR due to the ENGINEER'S default. After audit of the ENGINEER'S actual costs to the date of termination and after the SPONSOR'S determination of the amount of work satisfactorily performed and the additional costs incurred by the SPONSOR due to the ENGINEER'S default, the SPONSOR will determine the amount to pay the ENGINEER. Upon termination, the SPONSOR may take over the work and may award another party an agreement to complete the work under this Agreement.

The SPONSOR reserves the right to suspend this Agreement at any time. The SPONSOR may initiate a suspension by written notice to the ENGINEER. The suspension will be effective as of the date established in the suspension notice. The SPONSOR will pay for the ENGINEER'S services to the date of suspension, in accordance with the above paragraphs.

The ENGINEER may terminate this Agreement with SPONSOR'S approval.

7. ASSIGNMENT

The ENGINEER will not assign, sublet, or transfer any interest in this Agreement without the SPONSOR'S written permission. The ENGINEER may not use subcontractors to perform any of the described services without the SPONSOR'S prior written consent. The ENGINEER will include provisions in the ENGINEER'S subcontracts requiring subcontractors to comply with the applicable provisions of this Agreement, to indemnify the SPONSOR, and to provide insurance coverage for benefit of the SPONSOR, in a manner consistent with this Agreement. The ENGINEER will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements.

8. REPORTING

The ENGINEER will report to the SPONSOR any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the ENGINEER, the SPONSOR, or the SPONSOR'S officers, agents, or employees to liability. The ENGINEER will report any such event to the SPONSOR immediately upon discovery.

The ENGINEER'S obligation under this section will only be to report the occurrence of any event to the SPONSOR and to make any other report provided for by the ENGINEER'S duties or applicable law. The ENGINEER'S obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the SPONSOR under this section will not excuse or satisfy any obligation of the ENGINEER to report any event to law enforcement or other entities under the requirements of any applicable law.

9. PROMPT PAYMENT AS REQUIRED IN 49 CFR 26.29

The ENGINEER will pay subcontractors or suppliers within thirty (30) days of receiving payment for work that is submitted for progress payment by the SPONSOR. If the ENGINEER withholds payment beyond this time period, the ENGINEER will submit written justification to the SPONSOR, upon request. If the SPONSOR determines a subcontractor or supplier has not received payment due without just cause, the SPONSOR may withhold future estimated payments or may direct the ENGINEER to make such payment to the subcontractor or supplier.

10. INSURANCE

Before the ENGINEER begins work under this Agreement, the ENGINEER will furnish the SPONSOR the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:

A. General Liability

The ENGINEER will maintain occurrence general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.

B. Workers' Compensation

The ENGINEER will procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

C. Professional Liability Insurance or Miscellaneous Professional Liability

The ENGINEER will procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.

D. Business Automobile Liability Insurance

The ENGINEER will maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

11. INDEPENDENT CONTRACTOR

While performing services under this Agreement, the ENGINEER is an independent contractor and not an officer, agent, or employee of the SPONSOR.

No employee of the ENGINEER engaged in the performance of services required under this Agreement will be considered an employee of the SPONSOR. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided under this Agreement by the ENGINEER will be the SPONSOR'S obligation or responsibility.

12. INDEMNIFICATION

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

13. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, that holding will not invalidate or render unenforceable any other provision of this Agreement.

14. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.

15. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota.

16. AUDIT

The ENGINEER will maintain a cost accounting system capable of segregating and allocating costs incurred in connection with this Agreement.

All Project charges will be subject to audit in accordance with the SPONSOR'S current procedures and 2 CFR Part 200.

Upon reasonable notice, the ENGINEER will allow the SPONSOR, the FAA, and the Comptroller General of the United States, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The ENGINEER will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

17. COMPLIANCE

The ENGINEER will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements. The ENGINEER will procure all licenses, permits, and other rights necessary for fulfillment of ENGINEER'S obligations under this Agreement.

18. NOTICE

Any notice or other communication required under this Agreement will be in writing and sent to the respective address set forth above. Notices will be given by and to Roy Lindsay, Mayor, on behalf of the SPONSOR, and by and to Aaron Storm, Project Manager on behalf of the ENGINEER, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. CERTIFICATION REGARDING LOBBYING

The ENGINEER certifies, to the best of the ENGINEER'S knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, 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 ENGINEER will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The ENGINEER 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 and not more than \$100,000 for each such failure.

20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The ENGINEER certifies, by signing this Agreement, that neither the ENGINEER nor the ENGINEER'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.

21. CIVIL RIGHTS (49 CFR Part 21)

The ENGINEER will be bound by Exhibit C, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES APPENDIX A & E." The ENGINEER will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.

22. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520

The ENGINEER will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates the ENGINEER or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the ENGINEER or any transferee for the longer of the following periods: (a) the period during which the property issued by the SPONSOR or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the SPONSOR or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

23. CLEAN AIR ACT (49 CFR Part 18)

The ENGINEER stipulates that any facility to be utilized in the performance of this Agreement, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the SPONSOR will be promptly notified of the receipt by the ENGINEER of any communication from the Director, Office of Federal Activities, EPTA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

24. RIGHTS TO INVENTIONS (49 CFR Part 18)

All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the SPONSOR of the federal grant under which this Agreement is executed. The SPONSOR will provide information regarding these rights, if requested.

25. DBE REQUIREMENTS (49 CFR Part 26)

It is the policy of the SDDOT that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The ENGINEER will ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The ENGINEER will not

discriminate on the basis of race, color, national origin, or sex in the award and performance of SDDOT assisted contracts.

26. TRADE RESTRICTION (49 CFR Part 30)

The ENGINEER or its subcontractor, by submission of an offer and execution of an agreement, certifies that it:

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- B. has not knowingly entered into any contract or subcontract for this Project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the Secretary of the SDDOT waives the restrictions of this clause in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the ENGINEER knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the Project, the Federal Aviation Administration may direct through the SPONSOR, cancellation of the contract at no cost to the SPONSOR, SDDOT, or FAA.

Further, the ENGINEER will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The ENGINEER may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The ENGINEER must provide immediate written notice to the SPONSOR if the ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The ENGINEER'S subcontractor must provide written notice to the ENGINEER if at any time it learns that the ENGINEER'S subcontractor's certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the ENGINEER or the ENGINEER'S subcontractor knowingly rendered an erroneous certification, the FAA may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

27. EQUAL OPPORTUNITY

The ENGINEER and the ENGINEER'S subcontractor will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

28. CERTIFICATION OF ENGINEER

The ENGINEER warrants that the ENGINEER is in compliance with the Certification of Engineer attached as Exhibit D and made a part of this Agreement.

The parties signify their agreement by signatures affixed below.

KLJ Engineering LLC

City of Madison, South Dakota

By:



Ben Dzioba

By:

Roy Lindsay

Its:

VP, Construction Management Services

Its:

Mayor

Date:

April 4, 2025

Date:

Attest:

City Auditor/Clerk

DETAILED SCOPE OF SERVICES

A. Design and Preparation of Plans and Specifications

- ~~i. The ENGINEER will develop plans, cost estimates, and bidding documents for review by the SPONSOR and the South Dakota Department of Transportation (SDDOT), and for submission to the Federal Aviation Administration, Airports District Office (FAA). **When required by FAA Order 5100.38D, Airport Improvement Program Handbook, the ENGINEER will submit construction safety plan sheets of the plans to FAA for approval.**~~
- ~~ii. The ENGINEER'S plans or drawings will include making necessary field surveys; arranging for soil or any necessary testing analyses; and preparation of cost estimates. **The SPONSOR will not accept any plans and specifications unless cost estimates accompany the submission.**~~
- ~~iii. The ENGINEER will submit copies of the Project's Construction Safety Plan to SDDOT and FAA for approval, prior to completion of the plans. Following review and receipt of comments from the SPONSOR and SDDOT, the ENGINEER will proceed with the preparation of the Project's final plans and specifications.~~
- ~~iv. The ENGINEER will certify the plans and specifications by placing and signing the following statement on the plans and specifications:~~

~~I hereby certify, to the best of my professional ability, these plans and specifications were developed under my supervision in accordance with all applicable federal standards and requirements. No deviation from or modification to standards as set forth in the Federal Aviation Administration Advisory Circulars will be necessary other than those previously approved by the Federal Aviation Administration.~~

~~Professional Seal/Signature: _____~~

~~Date: _____~~

- ~~v. The ENGINEER will prepare cost estimates based on the final design, make any required supplemental design analyses, and hold consultations, as necessary, to obtain the SPONSOR'S approval and SDDOT'S acceptance. The ENGINEER will furnish to SDDOT, FAA, and the SPONSOR, a sufficient number of copies of the plans, specification, and other documents necessary for the review, approval, and acceptance.~~
- ~~vi. If the Project includes paving work in excess of \$500,000.00, the ENGINEER will submit a Construction Management Program as outlined in FAA Order 5100.38D, and in paragraph C of this Exhibit for SDDOT'S acceptance, and for submission to and acceptance by FAA, prior to starting any construction.~~
- ~~vii. The SPONSOR may require the ENGINEER to develop a Construction Management Program for projects with less than \$500,000.00 in paving costs.~~

B. Bidding and Negotiation Services

- ~~i. The ENGINEER will provide assistance in soliciting bidders; will attend the bid opening; will tabulate, and analyze bids; will prepare a revised estimate on bids; will make recommendations to the SPONSOR for award of construction contracts for the construction of the improvements; will assist in any negotiations of proposals as required; and will assist in any preparation of the formal construction contract documents.~~
- ~~ii. In the preparation of any formal construction contract documents, the ENGINEER will act only within the ENGINEER'S proper authority. The parties to this Agreement understand and agree proper legal review of the documents and data will be necessary.~~
- ~~iii. The ENGINEER will furnish the necessary documents for the use of prospective bidders.~~

C. Construction Administration Services

- i. During the construction of the Project, the ENGINEER will periodically review the work performed by the contractor and will supervise and manage the ENGINEER'S employees assigned to the Project under paragraph D of this Exhibit.
- ii. The ENGINEER will assist in correct interpretation of the plans and specifications, attend pre-bid conference and preconstruction conference, prepare change orders, supplement agreements and periodic progress payment estimates, make a final inspection, and final payment estimates.
- iii. The ENGINEER will prepare and submit to the SPONSOR and SDDOT "As Built" or "Construction Plans of Record," and an updated Airport Layout Plan (ALP).
- iv. The ENGINEER will prepare and submit Quality Project Closeout Reports Volumes 1 and 2 to the SPONSOR, SDDOT, and FAA.
- v. Upon review of the Quality Project Closeout Reports Volumes 1 and 2 by SDDOT and FAA, the SDDOT or FAA may require the ENGINEER to revise the reports, as necessary.
- vi. The Construction Management Plan will be required for all projects with paving costs in excess of \$500,000.00, and as required by FAA Order 5100.38D Airport Improvement Program Handbook.
- vii. The ENGINEER will provide the following for Quality Closeout Report Volume 2:
 1. Construction Management Plan: The ENGINEER will furnish to SDDOT two (2) copies of the Construction Management Program Volume 2 part A. SDDOT will retain one (1) copy and will submit one (1) copy to FAA prior to the start of construction, in accordance with AC 150/5370 "Quality Control of Construction for Airport Grant Projects." The ENGINEER will detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The Construction Management Program will include as a minimum the following:
 - a. Name of the person representing the SPONSOR who has overall responsibility for contract administration for the Project and the authority to take necessary actions to comply with the contract.
 - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the Project, together with a description of the services to be provided.
 - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Material's standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
 - d. Qualifications of engineering supervision and construction inspection personnel.
 - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - f. Procedures for ensuring that the tests are taken in accordance with the program, the tests are documents daily, the proper corrective actions, where necessary, are undertaken, and the quantity of materials used is adequate.
 2. Final Test and Quality Control Report (Volume 2 part b): The ENGINEER will submit the Final Test and Quality Control Report with Volume 1 of the Project Closeout Report. The ENGINEER will include in the report, as a minimum, the following:

- a. Results of the tests performed, highlighting those tests that failed or did not meet the applicable test standard. A narrative should precede each specification category identifying failed tests and the corrective action taken. The narrative should also include an explanation of any pay reductions, applied, and reasons for accepting any out-of-tolerance material. The narrative should be followed by supporting computations. The report should include all test results with a summary sheet of test results proceeding actual test data. Specification limits or tolerance should be listed on all test results or data.
- b. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the FAA'S discretion and will be based on the type or types of required tests not performed or not documented and will commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- c. Copies of all material certifications, job mixes, range and control charts, gradation results, weekly construction progress reports, and construction working day count must be included in the report.

D. Resident Engineering, Inspection, and Staking Services

- i. The ENGINEER will provide resident construction inspection and establishment of vertical and horizontal control. The resident construction inspection responsibilities will include complying with Construction Management Plan and recording data for the Test and Quality Control Report.
- ii. The resident construction inspection services will include establishment of lines and grades, and surveys to determine item quantities for final payment estimates.
- iii. The resident construction inspector and assistants will inspect the work of the contractor to assure the Project and its several elements are constructed in compliance with the plans and specifications and will help safeguard against defects and deficiencies in the work. The furnishing of such resident construction inspection will not serve to make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the failure of the construction contractor to perform the construction work in accordance with the contract documents.
- iv. The resident construction inspector will receive all test and laboratory reports and will utilize the results of those reports in the performance of its duties.
- v. The ENGINEER will have the right and authority, through the resident construction inspector, to order the construction work stopped whenever such action is deemed necessary.
- vi. Field testing for all aspects of the proposed construction will be under the direction of the ENGINEER through the resident construction inspector.
- vii. Testing performed by the ENGINEER with in-house inspection and testing personnel will be billed at the rates as set for in this Agreement for personnel performing such testing.
- viii. For required testing appertaining to bituminous and certain other construction and for laboratory tests, which the ENGINEER cannot accomplish in-house, the ENGINEER will retain or assist the owner in obtaining the services of an independent testing laboratory satisfactory to the SPONSOR and SDDOT. The testing laboratory's schedule of testing charges will be subject to the SPONSOR'S and SDDOT'S approval.
- ix. The ENGINEER will ensure all subcontracts contain all the required provisions of the prime contract.
- x. The testing laboratory will operate under the ENGINEER'S or the ENGINEER'S agent's direction; however, testing laboratory billings for services will not be considered a part of the engineering services being

provided under this Agreement, and will be billed by the ENGINEER to the SPONSOR as separate and identifiable charges and will include copies of invoices.

- xi. The ENGINEER will review and approve all testing laboratory billings as being applicable to the construction of the improvements prior to inclusion of billings to the SPONSOR.
- xii. The ENGINEER will submit to the SPONSOR, resumes outlining the qualifications of the resident construction inspector and other key inspectors for review and approval by the SPONSOR, SDDOT, and FAA prior to performing any services in paragraph D.

E. Project Completion Date

See Attachment A for schedule of work.

F. See Attachment A for the complete Detailed Scope of Services.

COST BREAKDOWN

See Attachment B for cost breakdown of engineering fees.

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this Agreement, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CERTIFICATION OF ENGINEER

I hereby certify that I am the Senior Vice President, PWT and duly authorized representative of the firm of KLJ Engineering LLC, whose address is 400 East Broadway Avenue, Suite 600, Bismarck, ND 58501, and that neither I nor the above firm I represent has:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this Agreement;
2. Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring, or carrying out this Agreement; except as expressly stated herein (if any):

I acknowledge that this certification is to be furnished to the State of South Dakota, Department of Transportation, the Federal Aviation Administration, and United States (U.S.) Department of Transportation, in connection with this Agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and federal laws, (both criminal and civil).

Firm: KLJ Engineering LLC

Signature: 

Name of Corporate Official: Mark Anderson

Title: Senior Vice President, PWT

Date of Execution: April 4, 2025

CONSULTANT ACCOUNTING CERTIFICATION

Firm Name: KLJ Engineering LLC

I, the undersigned, certify that I will review the proposals to establish final indirect cost rates for the fiscal periods during which work will be performed as authorized by Work Orders issued under this Agreement and to the best of my knowledge and belief:

1. The accounting system is capable of segregating and allocating reasonable and allowable costs, in accordance with 48 CFR 31.2;
2. All costs included in the proposals to establish final indirect cost rates for the period of this Agreement will be allowable in accordance with the cost principals of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), part 31;
3. The proposals will not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR 31, such as: advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and good will; and
4. All indirect costs included in the proposals will be properly allocable to contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

I declare that the foregoing is true and correct.

Signature:

Name of Corporate Official: Mark AndersonTitle: Senior Vice President, PWTDate of Execution: April 4, 2025

CONSULTANT INDIRECT COST RATE CERTIFICATION

Firm Name: KLJ Engineering LLCIndirect Cost Rate Proposal: 196.37%Date of Proposal Preparation: March 31, 2025Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2023 to 12/31/2023

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Signature:

Name of Corporate Official (Print): Mark Anderson, PETitle: Senior Vice President, PWTDate of Certification (mm/dd/yyyy): April 4, 2025

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR
AIRPORT PROJECT NUMBER AIP 3-46-0029-029-2026
PLANNING SERVICES**

This Agreement is entered into by and between the City of Madison, South Dakota, of 503 S Highland Ave, Madison, South Dakota 57042, referred to in this Agreement as the “SPONSOR”, and KLJ Engineering LLC, 400 East Broadway Avenue, Suite 600, Bismarck ND 58501, referred to in this Agreement as the “ENGINEER”.

BACKGROUND:

1. The SPONSOR intends to construct the following airport improvements at the Madison Municipal Airport, with state, local, and federal assistance:

Airport Master Plan and Airport Layout Plan (ALP) Update

- Task 1.1 - Planning Services
 - Task 1.2 - Title Research
 - Task 1.3 - Forecasting
 - Task 2.1 - Aeronautical Survey
 - Task 2.2 - NV5 Imagery Data Collection
 - Task 6.1 - FAA Project Closeout Report
2. The SPONSOR wants approved plans and specifications prepared and available, together with other professional services described in this Agreement, to implement the construction of the above project.
 3. The ENGINEER is in compliance with the South Dakota statutes relating to the registration of professional engineers and has indicated a willingness to provide the professional engineering services necessary for the project.

THE SPONSOR AND THE ENGINEER MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

- A. The SPONSOR will retain and employ the ENGINEER, and the ENGINEER will perform the agreed professional services for the project at the Madison Municipal Airport, Project Number AIP 3-46-0029-029-2026, which is pending in FY2026, referred to in this Agreement as the “Project.”
- B. The Project and the agreed professional services are more particularly described and incorporated in this Agreement in the attached Exhibit A, entitled “Detailed Scope of Services.” The anticipated level of effort is described and incorporated in this Agreement in the attached Exhibit B, entitled “Cost Breakdown.”
- C. The ENGINEER’S preparation of plans and specifications must be in accordance with the current Federal Aviation Administration Standards for Specifying Construction of Airports (AC 150/5370-10H) and current Federal Aviation Administration (FAA) Advisory Circulars.
- D. Design standards for airports contained in current FAA Advisory Circulars are mandatory requirements and the design must conform in all aspects to current FAA Advisory Circulars, unless the FAA grants written approval, in advance, to deviate from these design standards.
- E. If the ENGINEER alters any of the standards in the current FAA Standards for Specifying Construction of Airports (AC 150/5370-10H), the ENGINEER must submit the following with the preliminary plans and specifications: 1) the ENGINEER’S letter of explanation detailing why the standards were altered and 2) the FAA approval letter allowing for the specific modification to the design standards.

2. PERIOD OF PERFORMANCE

This Agreement will begin upon date of last signature. The ENGINEER will complete the scope of work as defined in the detailed scope of work in the attached Exhibit A.

3. PAYMENT AND MAXIMUM LIMITING AMOUNT

Compensation under this Agreement will be broken into two separate and independent forms, as follows: 1) lump sum and 2) cost plus fixed fee. Following the description of the compensation method below, Tables A and B detail the items to be compensated on either a lump sum basis or a cost plus fixed fee basis.

The SPONSOR will reimburse the ENGINEER for all labor required to satisfactorily complete the work contemplated by this Agreement on either a lump sum basis or a cost plus fixed fee basis. The fixed fee will be clearly specified. The ENGINEER will be reimbursed for all materials and equipment required to satisfactorily complete the work contemplated by this Agreement on the basis of cost. Allowable costs will be direct salary, material and equipment direct costs, payroll additive, and general overhead. The general overhead will include insurance costs as described in section 9 of this Agreement. Allowable direct and indirect costs must be based on the established and customary accounting practices of the ENGINEER.

The SPONSOR will reimburse only reasonable costs for travel, meal, and lodging expenses. Maximum travel, meal, and lodging costs are as established in the Federal Travel Regulations.

For provisional billing purposes, the ENGINEER will use actual costs for direct salary, and current available costs for material and equipment, payroll additive, and general overhead. The SPONSOR will pay that portion of the fixed fee in the proportion the actual work completed as documented on the monthly progress reports bears to the whole. The ENGINEER'S invoices will include the ENGINEER'S job cost/project number.

The final reimbursement will be based on the actual unit rates in accordance with 48 CFR Part 31 and the ENGINEER'S usual and normal practice as determined by audit after all authorized work is completed, subject to the limiting amount. No additional payment for premium time as it relates to hours worked beyond forty (40) hours per week will be considered unless accumulated in accordance with the ENGINEER'S usual and normal practice.

The ENGINEER will certify that the ENGINEER'S accounting system complies with standards stated in the attached ENGINEER Accounting Certification, incorporated in this Agreement as Exhibit E.

The ENGINEER will present the SPONSOR with a voucher for the ENGINEER'S services, material usage, and equipment usage after the work has been performed and the expenses incurred. Documentation of these charges will be to the satisfaction of the SPONSOR and the South Dakota Department of Transportation (SDDOT). If the final plans are not acceptable to the SPONSOR and the SPONSOR must finish the plans, the SPONSOR will bill or deduct the costs incurred by the SPONSOR for completing the plans. The SPONSOR must approve the vouchers prior to reimbursement being made by the SPONSOR. The maximum limiting amount will be specified in the scope of work. The stated limiting amount will be construed to be a maximum amount, and is not a guarantee by the SPONSOR that the ENGINEER will be entitled to sufficient work to justify such amount.

If, during the course of construction, errors or omissions are discovered on the plans which the ENGINEER has provided pursuant to this Agreement, the ENGINEER will make the necessary corrections and furnish same to the SPONSOR, within a time period specified by the SPONSOR, at no additional compensation.

The ENGINEER has submitted to SDDOT indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the ENGINEER'S current fiscal year. **The ENGINEER will request use of updated provisional percentage rates within four (4) months after the close of each fiscal year** in order to more accurately reflect the cost of work during subsequent years. Provisional rates will be based on the actual costs incurred during the ENGINEER'S fiscal year. In accordance with FAA 14 CFR 152.305, the ENGINEER will submit all Schedules of Indirect Costs submitted with a Certification of Indirect Costs document (see EXHIBIT F).

A. LUMP SUM COMPENSATION

The SPONSOR will pay the ENGINEER for services in a lump sum amount to cover all costs for completion of the work items listed in Table A below. The lump sum costs will include direct salary costs, general

overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14.

The lump sum payment will be based on the hours and expenses indicated in Exhibit B and will include an element for fixed fee. The lump sum fee for the work contemplated under this Agreement will constitute total compensation for all of the work necessary to complete the individual items specified in the Scope of Services. Monthly payments for those items specified in Table A will be based on the percentage of work completed to date.

Table A indicates those work items covered as lump sum payment items and the total cost or compensation for each of those items. Exhibit B provides a detailed listing of the lump sum fees and justification for those fees.

TABLE A: LUMP SUM	
Task Item	Total Cost/Compensation
Airport Master Plan and Airport Layout Plan (ALP) Update	\$213,452
Aeronautical Survey Services	\$151,221

B. COST PLUS FIXED FEE COMPENSATION

The SPONSOR will pay the ENGINEER for services on an actual cost plus fixed fee basis. The actual costs will consist of direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14. The fixed fee, based on the schedules in Exhibit B, must not vary from the maximum specified unless the overall scope of the Project changes. The SPONSOR will make monthly payments as the work progresses for those items specified in Table B.

Table B indicates those work items covered as a cost plus fixed fee payment items, the description of services, total estimated compensation for each of those items, and the fixed fee.

TABLE B: COST PLUS FIXED FEE		
Task Item	Fixed Fee	Total Cost/Compensation
NA	NA	NA

C. The maximum limiting amount for this Agreement is \$364,673.

4. EXTRA WORK

The SPONSOR may, at any time by written order, make changes within the general scope of work under this Agreement. Any changes which materially increase or reduce the cost of or the time required for performance of services under this Agreement will be deemed a change in the scope of work for which adjustment will be made in the Agreement's maximum limiting fee and the fixed fee, or the time for performance, or both, and the Agreement will be modified in writing accordingly.

The SPONSOR will pay the ENGINEER for Extra Work separately and in addition to the consideration of the original Agreement. However, the ENGINEER will perform no Extra Work without the SPONSOR'S prior written authorization. The SPONSOR will pay the ENGINEER for Extra Work on the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. No claims will be allowed unless written approval for Extra Work has been secured in advance from the SPONSOR.

5. AMENDMENT

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

6. TERMINATION

The SPONSOR may terminate this Agreement, in whole or in part, on ten (10) days' written notice. If the ENGINEER breaches any of the terms or conditions of this Agreement, the SPONSOR may terminate this Agreement with or without notice. The SPONSOR will pay the ENGINEER for acceptable work accomplished to the date of termination upon furnishing to the SPONSOR all work product produced to the time of termination.

If the SPONSOR terminates this Agreement without fault on the part of the ENGINEER, the ENGINEER will deliver to the SPONSOR all work product completed to the date of termination. This work product will become the property of the SPONSOR and the SPONSOR will pay ENGINEER for work performed and delivered up to the date of termination. The value of the work performed and services rendered and delivered, and the amount to be paid as actual costs must be mutually satisfactory to the SPONSOR and to the ENGINEER. The SPONSOR will pay the ENGINEER a portion of the fixed fee, based on the ratio of the actual costs incurred to the estimated actual costs contained in the Agreement, plus actual costs. The actual costs will be determined by audit of these costs to the date of termination, subject to the maximum limiting fee.

If the SPONSOR terminates the ENGINEER'S services for fault on the part of the ENGINEER, the SPONSOR will be entitled to recover payments made to the ENGINEER for the work which is the cause of the at-fault termination. The SPONSOR will pay the ENGINEER only for work satisfactorily performed and delivered to the SPONSOR up to the date of termination. The SPONSOR may adjust any payments due to the ENGINEER at the time of termination to cover any additional costs to the SPONSOR due to the ENGINEER'S default. After audit of the ENGINEER'S actual costs to the date of termination and after the SPONSOR'S determination of the amount of work satisfactorily performed and the additional costs incurred by the SPONSOR due to the ENGINEER'S default, the SPONSOR will determine the amount to pay the ENGINEER. Upon termination, the SPONSOR may take over the work and may award another party an agreement to complete the work under this Agreement.

The SPONSOR reserves the right to suspend this Agreement at any time. The SPONSOR may initiate a suspension by written notice to the ENGINEER. The suspension will be effective as of the date established in the suspension notice. The SPONSOR will pay for the ENGINEER'S services to the date of suspension, in accordance with the above paragraphs.

The ENGINEER may terminate this Agreement with SPONSOR'S approval.

7. ASSIGNMENT

The ENGINEER will not assign, sublet, or transfer any interest in this Agreement without the SPONSOR'S written permission. The ENGINEER may not use subcontractors to perform any of the described services without the SPONSOR'S prior written consent. The ENGINEER will include provisions in the ENGINEER'S subcontracts requiring subcontractors to comply with the applicable provisions of this Agreement, to indemnify the SPONSOR, and to provide insurance coverage for benefit of the SPONSOR, in a manner consistent with this Agreement. The ENGINEER will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements.

8. REPORTING

The ENGINEER will report to the SPONSOR any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the ENGINEER, the SPONSOR, or the SPONSOR'S officers, agents, or employees to liability. The ENGINEER will report any such event to the SPONSOR immediately upon discovery.

The ENGINEER'S obligation under this section will only be to report the occurrence of any event to the SPONSOR and to make any other report provided for by the ENGINEER'S duties or applicable law. The ENGINEER'S obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the SPONSOR under this section will not excuse or

satisfy any obligation of the ENGINEER to report any event to law enforcement or other entities under the requirements of any applicable law.

9. PROMPT PAYMENT AS REQUIRED IN 49 CFR 26.29

The ENGINEER will pay subcontractors or suppliers within thirty (30) days of receiving payment for work that is submitted for progress payment by the SPONSOR. If the ENGINEER withholds payment beyond this time period, the ENGINEER will submit written justification to the SPONSOR, upon request. If the SPONSOR determines a subcontractor or supplier has not received payment due without just cause, the SPONSOR may withhold future estimated payments or may direct the ENGINEER to make such payment to the subcontractor or supplier.

10. INSURANCE

Before the ENGINEER begins work under this Agreement, the ENGINEER will furnish the SPONSOR the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:

A. General Liability

The ENGINEER will maintain occurrence general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.

B. Workers' Compensation

The ENGINEER will procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

C. Professional Liability Insurance or Miscellaneous Professional Liability

The ENGINEER will procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.

D. Business Automobile Liability Insurance

The ENGINEER will maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

11. INDEPENDENT CONTRACTOR

While performing services under this Agreement, the ENGINEER is an independent contractor and not an officer, agent, or employee of the SPONSOR.

No employee of the ENGINEER engaged in the performance of services required under this Agreement will be considered an employee of the SPONSOR. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided under this Agreement by the ENGINEER will be the SPONSOR'S obligation or responsibility.

12. INDEMNIFICATION

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

13. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, that holding will not invalidate or render unenforceable any other provision of this Agreement.

14. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.

15. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota.

16. AUDIT

The ENGINEER will maintain a cost accounting system capable of segregating and allocating costs incurred in connection with this Agreement.

All Project charges will be subject to audit in accordance with the SPONSOR'S current procedures and 2 CFR Part 200.

Upon reasonable notice, the ENGINEER will allow the SPONSOR, the FAA, and the Comptroller General of the United States, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The ENGINEER will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

17. COMPLIANCE

The ENGINEER will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements. The ENGINEER will procure all licenses, permits, and other rights necessary for fulfillment of ENGINEER'S obligations under this Agreement.

18. NOTICE

Any notice or other communication required under this Agreement will be in writing and sent to the respective address set forth above. Notices will be given by and to Roy Lindsay, Mayor, on behalf of the SPONSOR, and by and to Aaron Storm, Project Manager on behalf of the ENGINEER, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. CERTIFICATION REGARDING LOBBYING

The ENGINEER certifies, to the best of the ENGINEER'S knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, 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 ENGINEER will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The ENGINEER 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 and not more than \$100,000 for each such failure.

20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The ENGINEER certifies, by signing this Agreement, that neither the ENGINEER nor the ENGINEER'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.

21. CIVIL RIGHTS (49 CFR Part 21)

The ENGINEER will be bound by Exhibit C, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES APPENDIX A & E." The ENGINEER will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.

22. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520

The ENGINEER will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates the ENGINEER or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the ENGINEER or any transferee for the longer of the following periods: (a) the period during which the property issued by the SPONSOR or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the SPONSOR or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

23. CLEAN AIR ACT (49 CFR Part 18)

The ENGINEER stipulates that any facility to be utilized in the performance of this Agreement, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the SPONSOR will be promptly notified of the receipt by the ENGINEER of any communication from the Director, Office of Federal Activities, EPTA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

24. RIGHTS TO INVENTIONS (49 CFR Part 18)

All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the SPONSOR of the federal grant under which this Agreement is executed. The SPONSOR will provide information regarding these rights, if requested.

25. DBE REQUIREMENTS (49 CFR Part 26)

It is the policy of the SDDOT that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The ENGINEER will ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all recipients or contractors will take all

necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The ENGINEER will not discriminate on the basis of race, color, national origin, or sex in the award and performance of SDDOT assisted contracts.

26. TRADE RESTRICTION (49 CFR Part 30)

The ENGINEER or its subcontractor, by submission of an offer and execution of an agreement, certifies that it:

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- B. has not knowingly entered into any contract or subcontract for this Project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the Secretary of the SDDOT waives the restrictions of this clause in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the ENGINEER knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the Project, the Federal Aviation Administration may direct through the SPONSOR, cancellation of the contract at no cost to the SPONSOR, SDDOT, or FAA.

Further, the ENGINEER will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The ENGINEER may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The ENGINEER must provide immediate written notice to the SPONSOR if the ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The ENGINEER'S subcontractor must provide written notice to the ENGINEER if at any time it learns that the ENGINEER'S subcontractor's certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the ENGINEER or the ENGINEER'S subcontractor knowingly rendered an erroneous certification, the FAA may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

27. EQUAL OPPORTUNITY

The ENGINEER and the ENGINEER'S subcontractor will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

28. CERTIFICATION OF ENGINEER

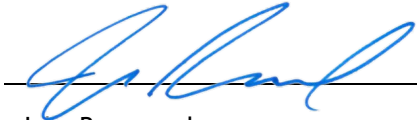
The ENGINEER warrants that the ENGINEER is in compliance with the Certification of Engineer attached as Exhibit D and made a part of this Agreement.

The parties signify their agreement by signatures affixed below.

KLJ Engineering LLC

City of Madison, South Dakota

By:



Jake Braunagel

By:

Roy Lindsay

Its:

Aviation Group Leader

Its:

Mayor

Date:

April 4, 2025

Date:

Attest:

City Auditor/Clerk

DETAILED SCOPE OF SERVICES

A. Design and Preparation of Plans and Specifications

- ~~_____ i. The ENGINEER will develop plans, cost estimates, and bidding documents for review by the SPONSOR and the South Dakota Department of Transportation (SDDOT), and for submission to the Federal Aviation Administration, Airports District Office (FAA). **When required by FAA Order 5100.38D, Airport Improvement Program Handbook, the ENGINEER will submit construction safety plan sheets of the plans to FAA for approval.**~~
- ~~_____ ii. The ENGINEER'S plans or drawings will include making necessary field surveys; arranging for soil or any necessary testing analyses; and preparation of cost estimates. **The SPONSOR will not accept any plans and specifications unless cost estimates accompany the submission.**~~
- ~~_____ iii. The ENGINEER will submit copies of the Project's Construction Safety Plan to SDDOT and FAA for approval, prior to completion of the plans. Following review and receipt of comments from the SPONSOR and SDDOT, the ENGINEER will proceed with the preparation of the Project's final plans and specifications.~~
- ~~_____ iv. The ENGINEER will certify the plans and specifications by placing and signing the following statement on the plans and specifications:~~

~~I hereby certify, to the best of my professional ability, these plans and specifications were developed under my supervision in accordance with all applicable federal standards and requirements. No deviation from or modification to standards as set forth in the Federal Aviation Administration Advisory Circulars will be necessary other than those previously approved by the Federal Aviation Administration.~~

~~_____ Professional Seal/Signature: _____~~

~~_____ Date: _____~~

- ~~_____ v. The ENGINEER will prepare cost estimates based on the final design, make any required supplemental design analyses, and hold consultations, as necessary, to obtain the SPONSOR'S approval and SDDOT'S acceptance. The ENGINEER will furnish to SDDOT, FAA, and the SPONSOR, a sufficient number of copies of the plans, specification, and other documents necessary for the review, approval, and acceptance.~~
- ~~_____ vi. If the Project includes paving work in excess of \$500,000.00, the ENGINEER will submit a Construction Management Program as outlined in FAA Order 5100.38D, and in paragraph C of this Exhibit for SDDOT'S acceptance, and for submission to and acceptance by FAA, prior to starting any construction.~~
- ~~_____ vii. The SPONSOR may require the ENGINEER to develop a Construction Management Program for projects with less than \$500,000.00 in paving costs.~~

~~_____ B. Bidding and Negotiation Services~~

- ~~_____ i. The ENGINEER will provide assistance in soliciting bidders; will attend the bid opening; will tabulate, and analyze bids; will prepare a revised estimate on bids; will make recommendations to the SPONSOR for award of construction contracts for the construction of the improvements; will assist in any negotiations of proposals as required; and will assist in any preparation of the formal construction contract documents.~~
- ~~_____ ii. In the preparation of any formal construction contract documents, the ENGINEER will act only within the ENGINEER'S proper authority. The parties to this Agreement understand and agree proper legal review of the documents and data will be necessary.~~
- ~~_____ iii. The ENGINEER will furnish the necessary documents for the use of prospective bidders.~~

~~C. Construction Administration Services~~

- ~~i. During the construction of the Project, the ENGINEER will periodically review the work performed by the contractor and will supervise and manage the ENGINEER'S employees assigned to the Project under paragraph D of this Exhibit.~~
- ~~ii. The ENGINEER will assist in correct interpretation of the plans and specifications, attend pre-bid conference and preconstruction conference, prepare change orders, supplement agreements and periodic progress payment estimates, make a final inspection, and final payment estimates.~~
- ~~iii. The ENGINEER will prepare and submit to the SPONSOR and SDDOT "As Built" or "Construction Plans of Record," and an updated Airport Layout Plan (ALP).~~
- ~~iv. The ENGINEER will prepare and submit Quality Project Closeout Reports Volumes 1 and 2 to the SPONSOR, SDDOT, and FAA.~~
- ~~v. Upon review of the Quality Project Closeout Reports Volumes 1 and 2 by SDDOT and FAA, the SDDOT or FAA may require the ENGINEER to revise the reports, as necessary.~~
- ~~vi. The Construction Management Plan will be required for all projects with paving costs in excess of \$500,000.00, and as required by FAA Order 5100.38D Airport Improvement Program Handbook.~~
- ~~vii. The ENGINEER will provide the following for Quality Closeout Report Volume 2:~~
 - ~~1. Construction Management Plan: The ENGINEER will furnish to SDDOT two (2) copies of the Construction Management Program Volume 2 part A. SDDOT will retain one (1) copy and will submit one (1) copy to FAA prior to the start of construction, in accordance with AC 150/5370 "Quality Control of Construction for Airport Grant Projects." The ENGINEER will detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The Construction Management Program will include as a minimum the following:~~
 - ~~a. Name of the person representing the SPONSOR who has overall responsibility for contract administration for the Project and the authority to take necessary actions to comply with the contract.~~
 - ~~b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the Project, together with a description of the services to be provided.~~
 - ~~c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Material's standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).~~
 - ~~d. Qualifications of engineering supervision and construction inspection personnel.~~
 - ~~e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.~~
 - ~~f. Procedures for ensuring that the tests are taken in accordance with the program, the tests are documents daily, the proper corrective actions, where necessary, are undertaken, and the quantity of materials used is adequate.~~
 - ~~2. Final Test and Quality Control Report (Volume 2 part b): The ENGINEER will submit the Final Test and Quality Control Report with Volume 1 of the Project Closeout Report. The ENGINEER will include in the report, as a minimum, the following:~~

- ~~a. Results of the tests performed, highlighting those tests that failed or did not meet the applicable test standard. A narrative should precede each specification category identifying failed tests and the corrective action taken. The narrative should also include an explanation of any pay reductions, applied, and reasons for accepting any out-of-tolerance material. The narrative should be followed by supporting computations. The report should include all test results with a summary sheet of test results proceeding actual test data. Specification limits or tolerance should be listed on all test results or data.~~
- ~~b. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the FAA'S discretion and will be based on the type or types of required tests not performed or not documented and will commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.~~
- ~~c. Copies of all material certifications, job mixes, range and control charts, gradation results, weekly construction progress reports, and construction working day count must be included in the report.~~

~~D. Resident Engineering, Inspection, and Staking Services~~

- ~~i. The ENGINEER will provide resident construction inspection and establishment of vertical and horizontal control. The resident construction inspection responsibilities will include complying with Construction Management Plan and recording data for the Test and Quality Control Report.~~
- ~~ii. The resident construction inspection services will include establishment of lines and grades, and surveys to determine item quantities for final payment estimates.~~
- ~~iii. The resident construction inspector and assistants will inspect the work of the contractor to assure the Project and its several elements are constructed in compliance with the plans and specifications and will help safeguard against defects and deficiencies in the work. The furnishing of such resident construction inspection will not serve to make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the failure of the construction contractor to perform the construction work in accordance with the contract documents.~~
- ~~iv. The resident construction inspector will receive all test and laboratory reports and will utilize the results of those reports in the performance of its duties.~~
- ~~v. The ENGINEER will have the right and authority, through the resident construction inspector, to order the construction work stopped whenever such action is deemed necessary.~~
- ~~vi. Field testing for all aspects of the proposed construction will be under the direction of the ENGINEER through the resident construction inspector.~~
- ~~vii. Testing performed by the ENGINEER with in-house inspection and testing personnel will be billed at the rates as set for in this Agreement for personnel performing such testing.~~
- ~~viii. For required testing appertaining to bituminous and certain other construction and for laboratory tests, which the ENGINEER cannot accomplish in-house, the ENGINEER will retain or assist the owner in obtaining the services of an independent testing laboratory satisfactory to the SPONSOR and SDDOT. The testing laboratory's schedule of testing charges will be subject to the SPONSOR'S and SDDOT'S approval.~~
- ~~ix. The ENGINEER will ensure all subcontracts contain all the required provisions of the prime contract.~~
- ~~x. The testing laboratory will operate under the ENGINEER'S or the ENGINEER'S agent's direction; however, testing laboratory billings for services will not be considered a part of the engineering services being~~

~~provided under this Agreement, and will be billed by the ENGINEER to the SPONSOR as separate and identifiable charges and will include copies of invoices.~~

~~xi. The ENGINEER will review and approve all testing laboratory billings as being applicable to the construction of the improvements prior to inclusion of billings to the SPONSOR.~~

~~xii. The ENGINEER will submit to the SPONSOR, resumes outlining the qualifications of the resident construction inspector and other key inspectors for review and approval by the SPONSOR, SDDOT, and FAA prior to performing any services in paragraph D.~~

E. Project Completion Date

See Attachment A for schedule of work.

F. See Attachment A for the complete Detailed Scope of Services.

COST BREAKDOWN

See Attachment B for cost breakdown of engineering fees.

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this Agreement, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CERTIFICATION OF ENGINEER

I hereby certify that I am the Senior Vice President, PWT and duly authorized representative of the firm of KLJ Engineering LLC, whose address is 400 East Broadway Avenue, Suite 600, Bismarck, ND 58501, and that neither I nor the above firm I represent has:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this Agreement;
2. Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring, or carrying out this Agreement; except as expressly stated herein (if any):

I acknowledge that this certification is to be furnished to the State of South Dakota, Department of Transportation, the Federal Aviation Administration, and United States (U.S.) Department of Transportation, in connection with this Agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and federal laws, (both criminal and civil).

Firm: KLJ Engineering LLC

Signature: 

Name of Corporate Official: Mark Anderson

Title: Senior Vice President, PWT

Date of Execution: April 4, 2025

CONSULTANT ACCOUNTING CERTIFICATION

Firm Name: KLJ Engineering LLC

I, the undersigned, certify that I will review the proposals to establish final indirect cost rates for the fiscal periods during which work will be performed as authorized by Work Orders issued under this Agreement and to the best of my knowledge and belief:

1. The accounting system is capable of segregating and allocating reasonable and allowable costs, in accordance with 48 CFR 31.2;
2. All costs included in the proposals to establish final indirect cost rates for the period of this Agreement will be allowable in accordance with the cost principals of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), part 31;
3. The proposals will not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR 31, such as: advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and good will; and
4. All indirect costs included in the proposals will be properly allocable to contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

I declare that the foregoing is true and correct.

Signature:

Name of Corporate Official: Mark AndersonTitle: Senior Vice President, PWTDate of Execution: April 4, 2025

CONSULTANT INDIRECT COST RATE CERTIFICATION

Firm Name: KLJ Engineering LLCIndirect Cost Rate Proposal: 196.37%Date of Proposal Preparation: March 31, 2025Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2023 to 12/31/2023

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Signature:

Name of Corporate Official (Print): Mark Anderson, PETitle: Senior Vice President, PWTDate of Certification (mm/dd/yyyy): April 4, 2025

Type text here



Banner Associates, Inc.
3900 N Northview Ave
Sioux Falls, SD 57107
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

April 15, 2025

Mr. Ryan Hegg
City of Madison
503 S Highland Ave
Madison, SD 57042

RE: Madison Park Creek Walls Site 2 Improvements – Change Order No. 2

Dear Mr. Hegg:

Attached to this letter is Change Order No. 2 for the Park Creek Walls Site 2 Project. This Change Order is being presented to them as an increased scope of work on the project. The inlet of the box culvert structure at Egan Avenue does not have adequate scour protection and we are recommending removal of the material currently serving as scour protection and replacing it with Class C Riprap. Completing this work now will allow for channel access to assist with placement of the riprap, which will not be available following completion of the project.

This additional scope of work will increase the contract price by \$10,280.00. The total contract price incorporating Change Order No. 2 is \$4,173,681.00

Upon approval by the City of Madsion, this change order should be uploaded onto the City's FEMA project portal.

Please let us know if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Weston J. Blasius".

Weston J. Blasius
Banner Associates, Inc.

Cc: City of Madison – Ryan Hegg, Heather Peterson, Amy Sad, Roxie Ebdstrup – Email
Banner Associates – Austin Stahlke, Cedric Hay, – Email
Banner File - F:\23124\Construction Phase\Change Orders\Site 2\Change Order No.2 –Add Riprap for Scour Protection at Egan Ave Structure_for Owner Signature.pdf

CHANGE ORDER NO.: 2

Owner: City of Madison
 Engineer: Banner Associates, Inc.
 Contractor: Kesteloot
 Project: Park Creek Walls Improvements – Site 2
 Contract Name: Unit Price Bid Schedule
 Date Issued: 4/14/2025

Owner's Project No.: NA
 Engineer's Project No.: 23124.00.40
 Contractor's Project No.: NA

Effective Date of Change Order: 4/21/2025

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

Description: **Add Riprap for scour protection at Egan Avenue structure**

Attachments: **RFP No. 2**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 4,287,401.00		Substantial Completion: Sept. 1, 2025	
		Ready for final payment: Oct. 15, 2025	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No.: 1		[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A	
\$ (124,000.00)		Substantial Completion: Same as above	
		Ready for final payment: Same as above	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 4,163,401.00		Substantial Completion: Sept. 1, 2025	
		Ready for final payment: Oct. 15, 2025	
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 10,280.00		Substantial Completion: 0 working days	
		Ready for final payment: 0 working days	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 4,173,681.00		Substantial Completion: Sept. 1, 2025	
		Ready for final payment: Oct. 15, 2025	

Recommended by Engineer (if required)

By: Walter T. P...
 Title: Project Manager
 Date: 4/14/2025

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Authorized by Contractor

By: Josh Adelman
 Title: Project Manager
 Date: 4/15/2025

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

REQUEST FOR PROPOSAL (RFP)

RFP# 2

DATE: 4/11/2025

TO: **Kesteloot Excavation and
Dirt Work Services**

FROM: **Banner Associates, Inc.**

Attn: Josh Adelman and Austin Kesteloot

RE: **Madison Park Creek Wall Site 2 Improvements
BAI #23124.00**

Please submit an itemized cost breakdown for changes in contract sum and contract time, resulting from the following proposed modification(s) to the Contract Documents.

PLEASE SUBMIT COST BREAKDOWN IN TEN (10) DAYS OR LESS

Refer to RFI No. NA

SUBJECT: **Add riprap for scour protection on the structure inlet at Egan Ave**

Contractor shall provide unit prices for the following items:

Description	Estimated Quantity	Unit	Unit Price	Total
Class C Riprap	90	Ton	\$ 110.00	\$ \$9,900.00
Type B Drainage Fabric	38	SY	\$ 10.00	\$ 380.00
Total =				\$ 10,280.00

Price shall include all labor, tools, equipment, overhead costs, and miscellaneous work to complete the work associated with this request. All material and work shall comply with the project specifications. Provide additional line items if necessary to complete this scope of work.

Attachments: C-500R

If no change in contract time, state "none" here:

If no change in contract amount, state "none" here:

If either or both above items are noted "none", please return this form within five (5) days

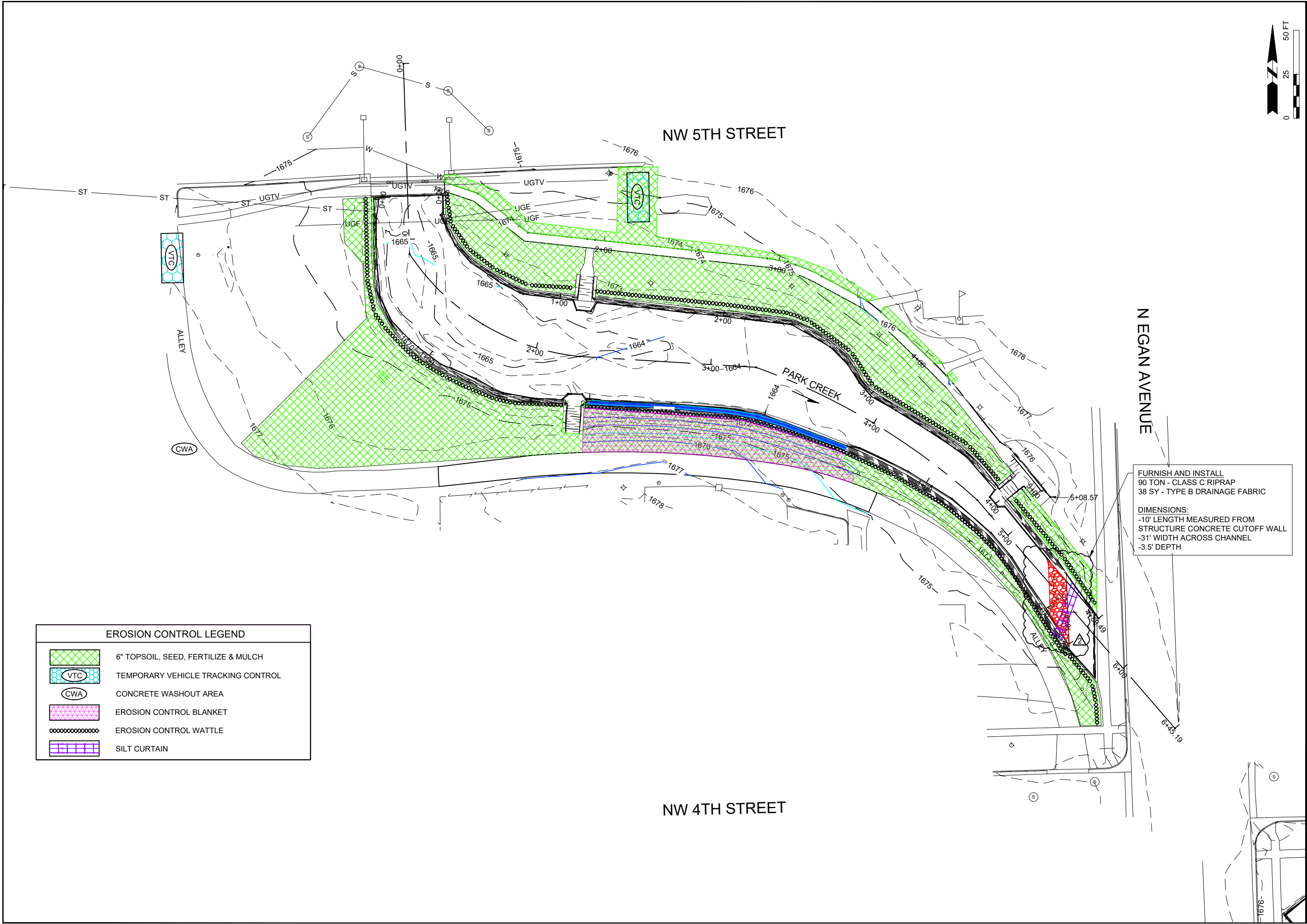
ARCHITECT/ENGINEER
BANNER ASSOCIATES, INC.



Weston Blasius, PE

cc:

City of Madison – Ryan Hegg, Dan Whitlock
Banner Associates – Cedric Hay, Austin Stahlke



EROSION CONTROL LEGEND	
	6" TOPSOIL, SEED, FERTILIZE & MULCH
	TEMPORARY VEHICLE TRACKING CONTROL
	CONCRETE WASHOUT AREA
	EROSION CONTROL BLANKET
	EROSION CONTROL WATTLE
	SILT CURTAIN

engineering a better community
www.bannerassoc.com · Toll Free: 1.855.323.6342

PROJECT / SHEET TITLE:
MADISON PARK CREEK WALL IMPROVEMENTS - SITE 2

EROSION AND SEDIMENT CONTROL PLAN

REV	DATE	FIELD ORDER NO. 1	DESCRIPTION
1	11-19-2024		
2	4/11/2025	RFP NO. 2	

MADISON, SOUTH DAKOTA

JOB No.: 23124-00-30

DATE:

ENG / ARCH: WJB

DESIGNER: WJB

TECHNICIAN: SS

SCALE REDUCTION BAR

SHEET No.: C-500R

Page 67 of 86

**Green Substation - Transformer Storage Evaluation
Madison, South Dakota**



DGR Project No: 415935
Rev Date: 3/24/2025

Notes:

1. Field services per the contract will be included as the Initial Option 2 or Option 3 dress out.
2. Warranty for all options would begin once transformer was delivered to the designated storage facility.
3. Option 2 and Option 3 would require temporary AC and optional nitrogen system.
4. Option 2 includes the following services: Shipping (From Green), Crane (Double Pick), Field Services, and Tear Down (by PTT or third party).
4. Option 3 includes the following services: Shipping (From City of Madison Storage Facility), Crane (Double Pick), Field Services, and Tear Down (by PTT or third party).

In/Out Storage	\$	20,000.00	
Shipping (From Green)	\$	10,000.00	estimated
Shipping (From COM Storage)	\$	15,000.00	estimated
Crane (double pick)	\$	20,000.00	estimated
Field Services	\$	61,400.00	
Testing	\$	12,000.00	
Tear Down	\$	30,000.00	estimated
Storage/Month	\$	8,000.00	
Coordination by Owner & Engineer	\$	15,000.00	estimated

Month Payment Made		Original Payment Schedule	Option 1 (Best Case) Storage at PTT	Option 1 (Worst Case) Storage at PTT	Option 2 (Best Case) Storage at Existing Green Sub	Option 2 (Worst Case) Storage at Existing Green Sub	Option 3 (Best Case) Storage at City of Madison Storage	Option 3 (Worst Case) Storage at City of Madison Storage
2023								
	Jan							
	Feb							
	Mar							
	April							
	May							
	June							
	July							
	Aug	\$	574,799.70					
	Sept							
	Oct							
	Nov							
	Dec							
Total 2023		\$ 574,799.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024								
	Jan							
	Feb							
	Mar							
	April							
	May							
	June	\$	383,199.80					
	July							
	Aug							
	Sept							
	Oct							
	Nov							
	Dec							
Total 2024		\$ 383,199.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2025								
	Jan							
	Feb							
	Mar	\$	191,599.90					
	April	\$	383,199.80					
	May	\$	191,599.90					
	June	\$	191,599.90	\$ 28,000.00	\$ 28,000.00			
	July		\$ 8,000.00	\$ 8,000.00				
	Aug		\$ 8,000.00	\$ 8,000.00				
	Sept		\$ 8,000.00	\$ 8,000.00				
	Oct		\$ 8,000.00	\$ 8,000.00				
	Nov		\$ 8,000.00	\$ 8,000.00				
	Dec		\$ 8,000.00	\$ 8,000.00				
Total 2025		\$ 957,999.50	\$ 76,000.00	\$ 76,000.00	\$ -	\$ -	\$ -	\$ -
2026								
	Jan		\$ 8,000.00	\$ 8,000.00				
	Feb		\$ 8,000.00	\$ 8,000.00				
	Mar		\$ 8,000.00	\$ 8,000.00				
	April		\$ 8,000.00	\$ 8,000.00				
	May		\$ 28,000.00	\$ 8,000.00	\$ 136,400.00	\$	141,400.00	
	June			\$ 8,000.00				
	July			\$ 8,000.00				
	Aug			\$ 8,000.00				
	Sept			\$ 8,000.00				
	Oct			\$ 8,000.00				
	Nov			\$ 28,000.00	\$	136,400.00	\$	141,400.00
	Dec							
Total 2026		\$ -	\$ 60,000.00	\$ 108,000.00	\$ 136,400.00	\$ 136,400.00	\$ 141,400.00	\$ 141,400.00
TOTAL PAID:		\$ 1,915,999.00	\$ 136,000.00	\$ 184,000.00	\$ 136,400.00	\$ 136,400.00	\$ 141,400.00	\$ 141,400.00
Original Contract		\$ 1,915,999.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

City of Madison
Memorandum - 2025 Wage Study



To: Mayor and City Commission
From: Jameson Berreth, City Administrator
Subject: Authorize staff to initiate wage study with Alternative HR
Date: April 21, 2025

Background

The City of Madison budgeted \$80,000 in the 2025 budget to complete a wage study on employee compensation. Many municipalities and other employers conduct wage studies periodically to determine whether wages are competitive with the external market. The City of Madison has not completed a wage study since the existing step and grade system was implemented in 2016. A study would review compensation to ensure it remains fair, competitive, and aligned with the current market. It also reviews compliance with applicable labor standards.

Proposed Vendor

City staff have communicated with Alternative HR to complete our wage study. Alternative HR is a human resource consulting company based out of Sioux Falls. They would compare our wages with peers, review job descriptions, seek out employee feedback and involvement, and make recommendations on wage adjustments. One component is utilizing ERI Salary Assessor which is a platform providing access to detailed salary data for over 10,000 jobs, including specifically municipal salary data. Alternative HR then produces a custom compensation data report for each position that identifies competitive wage ranges as well as a job summary.

The estimated cost is between \$10,000 and \$13,000. Alternative HR intends to begin the study in May and reach completion no later than September. Any changes arising from the study recommendations will likely not be implemented in 2025 but will be used for determining compensation in 2026.

Staff recommendation

Staff recommend proceeding with a wage study through Alternative HR. The estimated cost of \$10,000 to \$13,000 is significantly lower than what was originally anticipated and therefore well within the budgeted amount of \$80,000. Additionally, the timeline allows the study to be finalized before approval of the annual budget and before union negotiations are complete.



IT Surplus

Employee Buyback Program

Document Owner	Title
Jed Blom	IT Director

Document History

Rev #	Date	Description
1.0	4/16/2025	

Table of Contents

1. Purpose	3
2. Eligible Equipment	3
3. Eligibility Requirements	3
4. Pricing & Payment.....	3
5. Process	3
6. Compliance & Restrictions	4
7. Program Administration.....	4
8. Amendments & Termination	4

1. Purpose

The Employee Buyback Program for IT Surplus is designed to allow employees the opportunity to purchase decommissioned IT equipment that is no longer in active use by the CITY OF MADISON. This initiative promotes sustainability, reduces e-waste, and provides employees with access to affordable technology.

2. Eligible Equipment

The following IT equipment may be available for buyback:

- Laptops and desktops that have been retired from company use
- Monitors, keyboards, mice, and docking stations
- Printers and scanners
- Mobile devices such as tablets and smartphones
- Networking equipment such as routers and switches (if deemed appropriate for resale)
- Audio/Video equipment such as TVs, audio receivers or speakers.

All equipment will be sold **as-is, without warranty or support**, and will be subject to availability.

3. Eligibility Requirements

- All current full-time and part-time employees are eligible to participate.
- Employees must not have outstanding IT asset return obligations.
- Employees must agree to remove any company-installed software before use.

4. Pricing & Payment

- Equipment pricing will be determined based on fair market value, depreciation, and condition.
- Payments must be made through cash or check to the CITY OF MADISON.
- All sales are final, with no refunds or exchanges.

5. Process

1. **Repurpose (discretionary)** – At the discretion of IT, Inventory items may be repurposed in other departments within the CITY OF MADISON.
2. **Inventory Items** - ALL inventory items MUST be processed through the CITY OF MADISON's surplus policy, processes, and fall under the \$2500 per item threshold.
3. **Inventory Listing** – The IT department will publish a list of available surplus items on the internal company portal.

<https://www.cityofmadisonsd.com/300/Employee-Portal>

4. **Employee Request** – Interested employees must submit a purchase request via email to the IT Director.
5. **Approval & Payment** – Requests will be reviewed on a first-come, first-served basis. Payments to the CITY OF MADISON need to be submitted to Finance by cash or check.
6. **Asset Transfer** – Upon receipt of payment, employees will be notified to collect their purchased item from the designated pickup location.
7. **Data Wipe & Compliance** – IT will ensure all company data is wiped from the devices before transfer.

6. Compliance & Restrictions

- Employees may not resell the equipment for profit within 90 days of purchase.
- The CITY OF MADISON reserves the right to limit the number of purchases per employee.
- Equipment remains company property until full payment is received.
- Employees must comply with all relevant company policies regarding IT asset disposal.

7. Program Administration

The IT and Finance departments will oversee the program, ensuring compliance with financial and security policies. Any disputes or concerns should be directed to the IT Department.

8. Amendments & Termination

The CITY OF MADISON reserves the right to amend or terminate this program at any time. Changes will be communicated via internal announcements.

Adam C. Shaw

724 NE 6th Street, Madison, SD, 57042

Adam.Shaw@cityofmadisonsd.com

605-270-4302

April 17, 2025

Mayor Roy Lindsay

City of Madison

503 S. Highland Ave.

Madison, SD, 57042

Dear Mayor Lindsay, Members of the Commission, and the Residents of Madison,

It is with a deep sense of gratitude that I must tender my resignation as City Commissioner for the City of Madison, effective June 30th, 2025, or if my home sells prior to this date and I am no longer a tax payer within the Madison community.

Serving the people of Madison has been an incredible honor. I am proud of the work we have accomplished together to strengthen our community, improve city services, and build a more vibrant future. Throughout my 5-year tenure, I have always been impressed by the dedication of the city staff who work tirelessly to make our city a better place for all. Our community is truly fortunate to have such dedicated employees who care about carrying out the vision of the elected citizens and taxpayers of Madison.

This decision did not come easily, but due to a career change that will move my family to the community of Lennox, I must step aside and allow a fresh new perspectives to continue the important work ahead. I remain committed to supporting a smooth transition and assisting in any way I can to ensure continued progress.

I am sincerely grateful for the trust placed in me by the citizens of Madison and for the collaborative spirit that defines Madison. I look forward to seeing the city continue to thrive in the years to come.

Thank you again for the opportunity to serve.

Respectfully,

Adam C. Shaw

City Commissioner

City of Madison

2025 City Commission Vacancy Information

The Madison City Commission seeks to fill one upcoming vacancy on the City Commission. The position is expected to be appointed to start on approximately July 1, 2025. The City Commission asks interested individuals to complete and return the application contained in this packet. Applications can be returned:

In-Person: Finance Office, 503 S Highland Avenue, Madison, SD

Mail: 503 S Highland Avenue, Madison, SD 57042

Email: Jameson.Berreth@CityofMadisonSD.com

About the Madison City Commission

Madison utilizes a Commission form of government. In this form of local government, a Mayor and four Commissioners are elected to three-year terms. All elected officials are elected at-large and represent the entire community. As the governing body of the City of Madison, the City Commission sets the vision, direction, and goals of the City and acts as the legislative body, setting policy and issuing directives as necessary.

The Commissioners are each assigned roles over Finance, Public Safety, Public Works, and Utilities and are also appointed to serve on various committees and boards. The vacant position currently holds the role of Public Works, although the City Commission reserves the right to reassign responsibilities as desired.

The Commissioner selected must reside within Madison City limits. City Commissioners currently are paid \$9,903.40 per year. Wages are paid bi-weekly and automatically enrolled in the SD Retirement System.

Regular meetings of the City Commission are held on the first and third Mondays of each month at 5:30 pm. In the event of a meeting falling on a scheduled holiday, the meeting will occur on the following day (Tuesday). Special meetings may be called as needed. Meeting length varies, however most meetings are concluded in 90 minutes or less.

Appointment Process and Timeline

The vacancy has occurred due to a resignation. The remaining members of the City Commission will appoint a replacement to serve until the next annual municipal election per SDCL 9-13-14.1. As the term of this position ends in 2026, election for a standard 3-year term will occur at that time. The timeline for filing the vacancy is as follows:

Application Released	Tuesday, April 22
Applications Due	Wednesday, May 14 at 5:00 PM
City Commission Interviews* <i>*Interviews to occur in public session. City Commission reserves the right to enter executive session for additional discussion with or without applicants.</i>	Tuesday, May 20 at 5:30 PM
Appointment & Swearing In	Monday, July 7 at 5:30 PM

Application to Fill City Commission Vacancy

Name:

Home Address:

Phone:

Email:

Occupation:

Employer:

Please list any civic activities in which you have been involved:

Have you watched and/or attended any City Commission meetings?

Why would you like to serve on the Madison City Commission?

Please describe any specific qualities that qualify you to serve on the City Commission.

In your opinion, what are the three most significant issues facing the community of Madison?

What improvements would you like to see accomplished in the City of Madison?

Please provide any additional information or comments you believe will assist the City Commission in considering your application to fill this vacancy.



Discover the Unexpected

Finance Update

MARCH - 2025



• NOTES

- Update covers YTD (through March of 2025).
- 25 % of the Year



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



● Cash on Hand

- General Cash - \$12.8 million total
 - Investments – \$5.94 million
 - Checking - \$5.91 million
 - Money Market - \$686 thousand
 - Other - \$271 thousand
- Restricted Cash - \$628 thousand

● REVENUE GUIDELINES

Revenue 2025						
Fund	Description	Budget	March	YTD	% of Budget	
101	General Fund	\$ 8,485,696	\$ 310,598	\$ 2,751,617	32.4%	
211	Lodging & Entertainment Tax	\$ 350,000	\$ 18,794	\$ 65,660	18.8%	
213	2nd Cent Sales Tax	\$ 2,431,943	\$ 175,186	\$ 586,175	24.1%	
214	Business Improvement District Bid	\$ 53,500	\$ 3,596	\$ 12,626	23.6%	
220	Special Maintenance Fee	\$ 251,847	\$ 10,278	\$ 10,535	4.2%	
303	Tax Increment District #2	\$ 60,000	\$ -	\$ -	0.0%	
307	Tax Increment District #3	\$ -	\$ -	\$ -	0.0%	
517	Creek - Bridge Mitigation	\$ 3,593,704	\$ 945,738	\$ 945,738	26.3%	
518	City Hall Construction	\$ -	\$ -	\$ -	0.0%	
519	Electric Transformer Upgrade	\$ -	\$ -	\$ -	0.0%	
602	Water Fund	\$ 7,414,365	\$ 346,380	\$ 679,018	9.2%	
603	Electric Fund	\$ 11,612,895	\$ 1,155,287	\$ 3,317,229	28.6%	
604	Sewer Fund	\$ 4,151,276	\$ 157,626	\$ 469,554	11.3%	
612	Solid Waste Fund	\$ 512,726	\$ 40,384	\$ 124,853	24.4%	
620	Community Center	\$ 1,033,500	\$ 50,103	\$ 158,542	15.3%	
621	After School / Youth Program	\$ 181,424	\$ 20,637	\$ 39,118	21.6%	
TOTAL		\$ 40,132,876	\$ 3,234,607	\$ 9,160,665	22.8%	

● EXPENDITURE GUIDELINES

Fund	Description	Expense 2025				% of Budgeted
		Budget	March	YTD		
101	General Fund	\$ 12,114,899	\$ 2,593,950	\$ 5,075,056		41.9%
211	Lodging & Entertainment Tax	\$ 255,000	\$ -	\$ 35,000		13.7%
213	2nd Cent Sales Tax	\$ 175,000	\$ -	\$ 2,975		1.7%
214	Business Improvement District Bid	\$ 13,375	\$ -	\$ 10,000		74.8%
220	Special Maintenance Fee	\$ 24,000	\$ 1,500	\$ 1,500		6.3%
303	Tax Increment District #2	\$ 60,000	\$ -	\$ -		0.0%
307	Tax Increment District #3	\$ -	\$ -	\$ -		0.0%
517	Creek - Bridge Mitigation	\$ 5,360,401	\$ 72,251	\$ 693,211		12.9%
518	City Hall Construction	\$ 144,467	\$ 76,167	\$ 85,816		59.4%
519	Electric Transformer Upgrade	\$ -	\$ -	\$ -		0.0%
602	Water Fund	\$ 6,030,798	\$ 282,464	\$ 728,255		12.1%
603	Electric Fund	\$ 21,520,643	\$ 1,230,317	\$ 2,125,229		9.9%
604	Sewer Fund	\$ 2,870,248	\$ 168,507	\$ 505,560		17.6%
612	Solid Waste Fund	\$ 526,556	\$ 59,803	\$ 114,890		21.8%
620	Community Center	\$ 1,032,626	\$ 91,987	\$ 221,678		21.5%
621	After School / Youth Program	\$ 178,724	\$ 8,091	\$ 27,942		15.6%
TOTAL		\$ 50,306,737	\$ 4,585,036	\$ 9,627,112		19.1%

● BY FUND – MARCH 2025

Profit or Loss March 2025				
Fund	Description	MTD Revenue	MTD Expense	MTD Profit or Loss
101	General Fund	\$ 310,598	\$ 2,593,950	\$ (2,283,352)
211	Lodging & Entertainment Tax	\$ 18,794	\$ -	\$ 18,794
213	2nd Cent Sales Tax	\$ 175,186	\$ -	\$ 175,186
214	Business Improvement District Bid	\$ 3,596	\$ -	\$ 3,596
220	Special Maintenance Fee	\$ 10,278	\$ 1,500	\$ 8,778
303	Tax Increment District #2	\$ -	\$ -	\$ -
307	Tax Increment District #3	\$ -	\$ -	\$ -
517	Creek - Bridge Mitigation	\$ 945,738	\$ 72,251	\$ 873,488
518	City Hall Construction	\$ -	\$ 76,167	\$ (76,167)
519	Electric Transformer Upgrade	\$ -	\$ -	\$ -
602	Water Fund	\$ 346,380	\$ 282,464	\$ 63,916
603	Electric Fund	\$ 1,155,287	\$ 1,230,317	\$ (75,030)
604	Sewer Fund	\$ 157,626	\$ 168,507	\$ (10,881)
612	Solid Waste Fund	\$ 40,384	\$ 59,803	\$ (19,419)
620	Community Center	\$ 50,103	\$ 91,987	\$ (41,884)
621	After School / Youth Program	\$ 20,637	\$ 8,091	\$ 12,547
TOTAL		\$ 3,234,607	\$ 4,585,036	\$ (1,350,430)

● BY FUND – YTD 2025

Profit or Loss 2025				
Fund	Description	YTD Revenue	YTD Expense	YTD Profit or Loss
101	General Fund	\$ 2,751,617	\$ 5,075,056	\$ (2,323,439)
211	Lodging & Entertainment Tax	\$ 65,660	\$ 35,000	\$ 30,660
213	2nd Cent Sales Tax	\$ 586,175	\$ 2,975	\$ 583,200
214	Business Improvement District Bid	\$ 12,626	\$ 10,000	\$ 2,626
220	Special Maintenance Fee	\$ 10,535	\$ 1,500	\$ 9,035
303	Tax Increment District #2	\$ -	\$ -	\$ -
307	Tax Increment District #3	\$ -	\$ -	\$ -
517	Creek - Bridge Mitigation	\$ 945,738	\$ 693,211	\$ 252,527
518	City Hall Construction	\$ -	\$ 85,816	\$ (85,816)
519	Electric Transformer Upgrade	\$ -	\$ -	\$ -
602	Water Fund	\$ 679,018	\$ 728,255	\$ (49,236)
603	Electric Fund	\$ 3,317,229	\$ 2,125,229	\$ 1,192,000
604	Sewer Fund	\$ 469,554	\$ 505,560	\$ (36,006)
612	Solid Waste Fund	\$ 124,853	\$ 114,890	\$ 9,962
620	Community Center	\$ 158,542	\$ 221,678	\$ (63,135)
621	After School / Youth Program	\$ 39,118	\$ 27,942	\$ 11,175
TOTAL		\$ 9,160,665	\$ 9,627,112	\$ (466,447)

● Sales Tax

March 2025

\$389,280

+11.91%

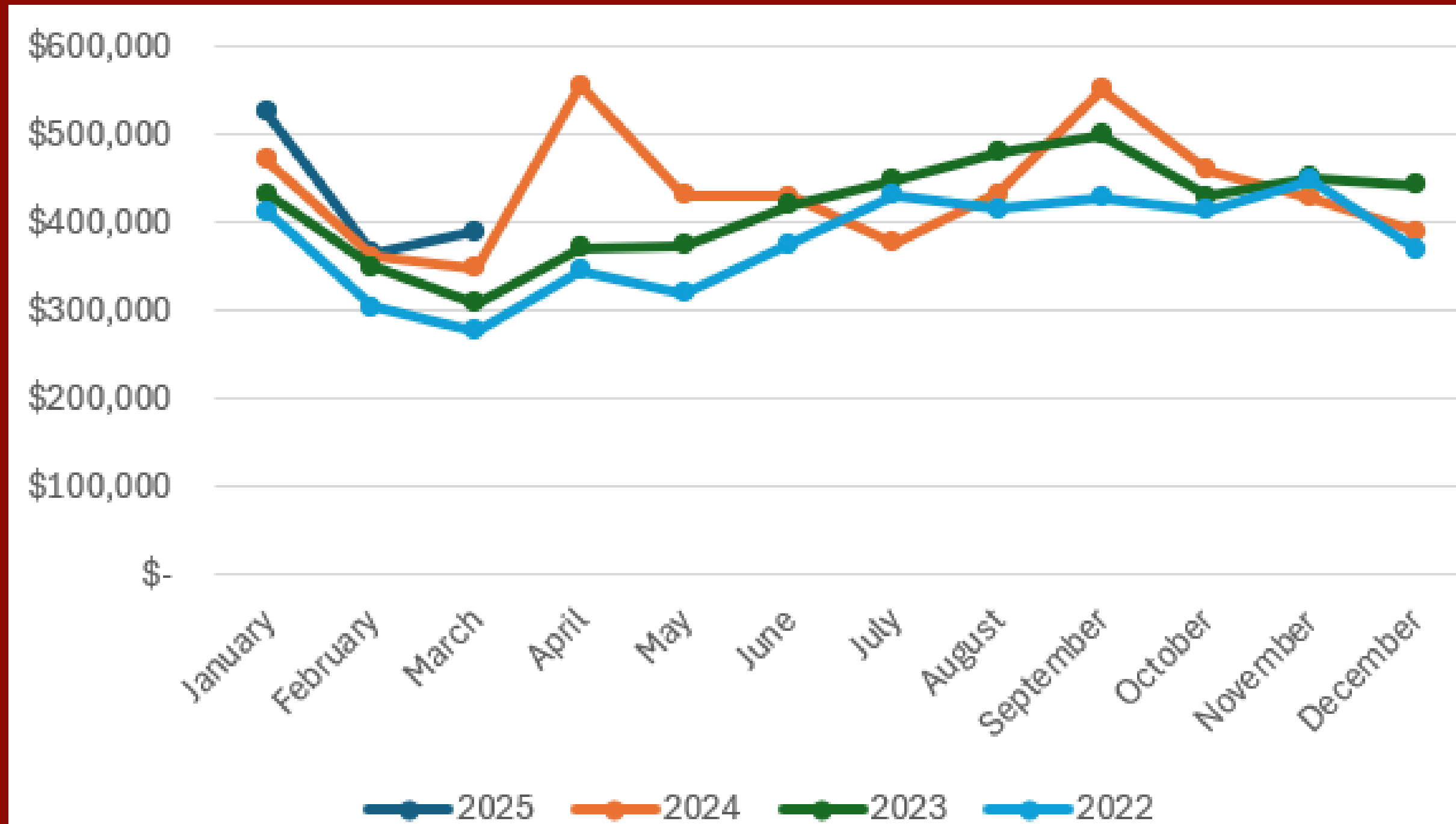
2025 YTD

\$1,280,890

+8.42%

Sales Tax					
	% increase	2025	2024	2023	2022
January	11.60%	\$ 526,287	\$ 471,571	\$ 432,730	\$ 413,511
February	0.92%	\$ 365,323	\$ 361,999	\$ 350,238	\$ 303,973
March	11.91%	\$ 389,280	\$ 347,846	\$ 308,016	\$ 277,186
April			\$ 556,545	\$ 371,022	\$ 346,336
May			\$ 431,766	\$ 374,131	\$ 320,367
June			\$ 429,961	\$ 420,501	\$ 376,298
July			\$ 376,990	\$ 448,323	\$ 431,753
August			\$ 433,097	\$ 480,355	\$ 416,258
September			\$ 551,973	\$ 499,767	\$ 428,928
October			\$ 459,462	\$ 430,674	\$ 414,971
November			\$ 428,143	\$ 451,510	\$ 448,293
December			\$ 389,624	\$ 442,683	\$ 370,263
Total	8.42%	\$ 1,280,890	\$ 5,238,976	\$ 5,009,950	\$ 4,548,137

● Sales Tax Graph





Thank You!

