BOARD OF COMMISSIONERS AGENDA
MONDAY, AUGUST 4, 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/86357603624 | Meeting ID: 863 5760 3624
You can also dial in using your phone.
+1 312-626-6799

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

CONSENT CALENDAR

1) Minutes – July 21, 2025
2) Special Meeting Minutes - July 22, 2025
3) Bills for Approval – August 6, 2025
4) Bills for Ratification – July 30, 2025
5) Payroll Bills for Ratification – July 18, 2025
6) Personnel
7) Set Bid Date: Bid #983 - Green Substation Site Grading
8) Set Bid Date: Bid #985 - Green Substation Major Materials

UNFINISHED BUSINESS

9) Discuss scheduling of future municipal elections

NEW BUSINESS

10) Discussion and action to approve appointment to City Commission vacancy
11) Oath of Office of incoming City Commissioner
12) Approve Ordinance No. 1681 Amend Appropriation Ordinance No. 1672
13) Approve Resolution No. 2025-14 Unassign General and Enterprise Fund Balances to Align with Audit and Statutory Guidance
14) Approve Resolution No. 2025-15 Amending The City's Rate Structure, Providing For A Surcharge For Improvements To The Sewer System Egan Avenue, For Payment Of A Revenue Borrower Bond and Yearly Review of Rate
15) Approve Resolution No. 2025-18 Amending The City's Rate Structure, Providing For a Surcharge For Improvements To The Water System Egan Avenue
16) Approve Resolution No. 2025-17 Amending Resolution No. 2024-21 - Approval of Egan Avenue Drinking Water Improvements, Bonding, and SRF Financing
17) Approve Resolution No. 2025-16 Giving Approval To The Issuance And Sale Of Electric Project Revenue Bonds
18) Authorize Signature on Grant Application - MDS-GLG-3-46-0029-028-2025 – Madison Municipal Airport
19) Award Bid – Madison Segment 9 Street and Utility Improvements
20) August 2025 City Updates

PUBLIC COMMENT

ANNOUNCEMENTS

21) National Night Out - Tuesday, August 5, 2025 from 5-9 pm

22) Next Regular Commission Meeting – Monday, August 18, 2025 at 5:30 pm

EXECUTIVE SESSION

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

ADJOURN

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

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

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

[MEET_FOOT]

CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042

July 21, 2025
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30 PM on the 21st day of July with the following members present upon roll call: Commissioners Kelly Dybdahl, Sarah Cronin, Jerae Wire, Daniel Buresh, and Mayor Roy Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Cronin to adopt the July 21, 2025 agenda. Motion carried unanimously.

Motion by Commissioner Wire, seconded by Commissioner Buresh to approve the following items on the consent calendar: Minutes – July 7, 2025; Bills for Approval – July 23, 2025; Bills for Ratification – July 16, 2025; Payroll Bills for Ratification – July 3, 2025; Personnel; Set Bid Date – Bid No. 984 – Furnishing a Control Enclosure – Green Substation – August 20, 2025 at 2:00 PM.

Bills for Approval – July 23, 2025
ACE HARDWARE Grass Seed $910.14; ALLEGRA Color Copies $212.65; APPEARA Mat Rentals $125.11; ASPHALT SURFACING COMPANY Water System Improvements $273,734.40; BANNER ASSOCIATES INC Professional Services $71,022.05; BUFFALO RIDGE CONCRETE INC Concrete $315.50; COLES PETROLEUM PRODUCTS INC Oil $1,178.85; COLMAN BUILDING CENTER Concrete Mix $57.48; COLUMN SOFTWARE PBC Publications $47.85; CONSTRUCTION PRODUCTS & CONSULTANTS INC Concrete $275.00; CORE & MAIN GP LLC Pit Extension $68.80; DAKOTA PLASTICS & MACHINING Commercial Lighting Rebate $618.00; DAKOTA STATE UNIVERSITY Business Cards & Posters $83.50; DGR ENGINEERING Professional Services - Green Substation $149,726.80; DITCH WITCH UNDERCON Hole Vac Parts $1,085.75; EAST RIVER ELECTRIC POWER COOP Monthly Transmission Services $37,691.52; FAST LANE MECHANICAL AC in Water Building $2,074.21; FIRST BANK & TRUST - HEARTLAND ENERGY Heartland Energy $411,842.21; FRONTIER PRECISION INC Tilt Sensor Replacement $2,030.38; GOOD SHEPHERD FREE LUTHERAN CHURCH Commercial Lighting Rebate $240.00; HEIMAN INC Door Lettering $335.00; HYDRO KLEAN LLC Phase 1A Sanitary Sewer CIPP Lining $24,754.00; HYDRO TECH SERVICE Digester Repair Project $29,988.00; JOSH'S TOOLS LLC Tools $209.50; KLJ ENGINEERING LLC Airport Master Plan - Planning/Aeronautical Survey $32,915.77; KRUG PRODUCTS INC Hose Assembly $71.87; LAKE COUNTY INTERNATIONAL INC Graphite for GoAbs $17.97; LASER CUT INC Parts $49.58; MADISON GROCERY STORE INC Noodles (Storytime) $5.07; MAY CONSTRUCTION INC Kwik Star - Bored Power $45,506.21; MERLES CARPET CLEANING Carpet Cleaning $248.24; MID STATES AUDIO INC Matrix System Update $2,136.69; MIDWEST TURF & IRRIGATION Thermometer, Thermoswitch $229.16; NELSON & ERICSSON LAW OFFICE TRUST ACCOUNT Land for RUS - Final Pymt & Closing Costs $197,987.83; NORTHWESTERN ENERGY Utilities $77.68; OCLC INC Annual Cataloging & Metadata Subscription Renewal $5,240.90; OFFICE PEEPS INC Eng Copier Rental - Toner Usage $113.76; PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rental $158.00; PYE-BARKER FIRE & SAFETY, LLC First Aid Supplies $363.00; RUNNINGS SUPPLY INC Tools & Gloves $490.06; RURAL ELECTRIC SUPPLY COOP Bid #963 Pad Mount Transformers $119,814.56; SD DEPT OF PUBLIC SAFETY 2019 IDRP FEMA Loan Pymt - Site 1 $857,579.72; STUART IRBY TOOL CO Bid #918 Single Phase Transformers $7,386.00; STURDEVANTS MADISON INC Parts $207.40; SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER G-2 Asphalt $4,049.75; THE LIBRARY CORP Library Software - Annual Renewal $12,948.03; THE TESSMAN CO Fertilizer $192.00; US DEPT OF ENERGY Monthly WAPA Bill $134,066.70; USA BLUE BOOK Fluorescent Tablets & Gloves $518.32; WELLS FARGO Commercial Lighting Rebate $2,135.00; WESCO DISTRIBUTION INC 2025 Electric Conv Materials $2,393.79.

Bills for Ratification – July 16, 2025
AAA COLLECTIONS INC Collection Services $1,411.44; ACE HARDWARE Repellant $277.75; ALPHA MEDIA USA LLC Community Center Advertising $388.00; AMAZON CAPITAL SERVICES INC Books, Games, Craft Supplies $1,800.62; AMERT CONSTRUCTION CO Crane for 1500KVA Transformer $831.30; APPEARA Mat Rental - Airport $321.70; BORNS GROUP INC Printing & Postage $1,057.45; CAVEIZEL/MATTHEW Softball Ump $160.00; CENTURY

BUSINESS PRODUCTS INC Color Copier $1,864.29; CITY OF BROOKINGS June Gate Fees $4,683.91; CITY OF SIOUX FALLS MAC - Pool & Spa Bacteria Testing $474.60; CLASSIC CONVENIENCE INC Fuel $97.93; COLES PETROLEUM PRODUCTS INC Fuel Report $9,456.61; CORE & MAIN GP LLC 1 1/2" Flange Gasket & 2" Flange Gasket $128.07; DAKOTA STATE UNIVERSITY SDML & City Circle Meeting Flyers/Signs $89.00; DALE'S SERVICE INC Tire Mounting Paste $23.50; DAVES WINDOW CLEANING INC Window Cleaning - Public Library $270.00; DUTTON-LAINSON COMPANY IMR Radio $3,112.00; ENDRESS & HAUSER INC Oxygen Sensor $2,702.36; ESRI Mobile Worker Subscription - J.Tieman $348.49; F & M COOP OIL CO Forklift Propane $52.52; FIRST MADISON INSURANCE Notary Bond Renewal - Lueck $80.00; FOX PROMO LLC Service Plaque $20.00 ; INFOTECH SOLUTIONS LLC Computer & Software Subscription Fees $7,497.44; KARLS TV & APPLIANCE INC Window Air - Power Plant $599.99 KLUG SONS INC./H.G. Filter Fleece $216.40; LAKE AREA IMPROVEMENT CORP 3rd Qtr Allotment $65,000.00; LAKE COUNTY TREASURER Fuel $972.48; LASER CUT INC Bobcat Bucket $235.43; MIDCONTINENT COMMUNICATIONS Internet FB&T SportsPlex $140.39; MIDWEST PETROLEUM EQUIPMENT LLC Replace Fuel Filters $2,662.00; MIDWEST REGIONAL FORENSIC LABORATORY Drug Testing $645.00; NORTH CENTRAL INTERNATIONAL SF Door Actuator $65.76; NORTHWESTERN ENERGY Utilities $1,449.56; OFFICE PEEPS INC Stapler $23.33; OLINGER/SAVANNAH Mileage (Social Media Training - Harrisburg) $149.80; ONE STOP Fuel $92.67 PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC Equipment Lease $249.54; PITNEY BOWES INC Red Ink Cartridge, Postage Tape Sheets $248.97; PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rental $170.00; QUALITY TELECOMMUNICATIONS CO New Card Reader for Door $239.82; REINICKE CONSTRUCTION INC Pea Rock & Black Dirt & Dump Charge $727.17; ROSENBAUER AERIALS LLC Encoder & Programming Fees $1,505.33; RUNNINGS SUPPLY INC Tool Box & Air Chuck $214.19; SAD/AMY Travel/Parking Reimbursement $215.50; SD RURAL WATER 2025 Dues $1,265.00; SIOUX VALLEY ENERGY Utilities $20.00; STURDEVANTS MADISON INC Service Cap $212.31; TIMMER SUPPLY CO Parts $23.61; USA BLUE BOOK Chemicals $1,345.95; WILLS/ELLIE June Animal Shelter Cleaning $250.00; X-ACT AERIAL Aerial Application, Drift Reduction Agent $352.40.

Payroll Bills for Ratification – July 3, 2025
AFLAC $5,240.42; Delta Dental $7,619.36; Health Pool of South Dakota $54,779.36; IRS-EFTPS $56,226.30; Local Union #426, IBEW $623.00; Office-Child Support Enforce $835.38; Optilegra, Inc $866.82; SD Retirement System $28,429.64; SD Retirement System $10,464.00; Teamsters Local No. 120 $1,065.00.

Mayor Lindsay acknowledged Commissioner Cronin for her service on the City Commission.

Motion by Commissioner Dybdahl, seconded by Commissioner Cronin to Approve Second Reading of Ordinance No. 1680 – Regulation of Wheeled, Electronically Propelled Devices. Motion carried unanimously. There are no changes from the first reading. The ordinance will be effective as of August 19, 2025.

Mayor Lindsay opened the Public Hearing Upon Application for a Temporary Retail (on-off sale) Malt Beverage License – Madison Baseball Association - Amateur Baseball District Tournament. Eric Hortness, of the Madison Baseball Association, was present to give an overview of the tournament. The Madison Bronco's are hosting the District Tournament this year.

Motion by Commissioner Buresh, seconded by Commissioner Wire to Approve Temporary Retail (on-off sale) Malt Beverage License – Madison Baseball Association – Amateur Baseball District Tournament. Motion carried unanimously.

Brooke Rollag, Madison Area Development Corporation, was in attendance to give an update on the new organization name and branding – previously the Lake Area Improvement Corporation.

Motion by Commissioner Cronin, seconded by Commissioner Wire to Award Bid No. 982 – Southeast Substation 69 kV to 115 kV Conversion to IES Commercial Inc. Motion carried unanimously. Five total bids were received, although two didn't qualify. One had an insufficient bond, and the other included clarifications that did not conform to our bid specifications. The three remaining bids ranged from a high bid of $1,245,000 to the low bid from IES Commercial Inc of $1,015,997.74, well under the engineer's estimate of $1,330,000.

Motion by Commissioner Wire, seconded by Commissioner Cronin to Approve Change Order No. 3 – Madison Park Creek Walls Improvements Site 2 – Kesteloot Excavation and Dirt Work Services. Motion carried unanimously. This change order is an increase of $10,872 due to wall modifications to provide additional structural concrete.

Motion by Commissioner Dybdahl, seconded by Commissioner Cronin to Table Item Pertaining to NW Water Tower at 504 NW 4th Street. Motion carried unanimously. The Commission would like to seek other options as well as gain community feedback on this topic.

Jameson Berreth provided an update on municipal elections. Due to recent legislation, municipalities and school districts can no longer hold local elections in April as they used to. We will need to choose between the June primary election and the November general election.

Amy Sad presented the monthly Finance updates.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, August 4, 2025 at 5:30 PM
- National Night Out – Tuesday, August 5, 2025
- Miracle Treat Day – Thursday, July 21, 2025
- Special Commission Meeting – Tuesday, July 22, 2025 at 5:30 PM for interviews to fill City Commission vacancy

Motion by Commissioner Dybdahl, seconded by Commissioner Cronin to enter into Executive Session at 6:14 PM, pursuant to SDCL 1-25-2(4): Preparing for contract negotiations or negotiating with employees or employee representatives. Motion carried unanimously.

Motion by Commissioner Cronin, seconded by Commissioner Dybdahl to declare the Commission out of Executive Session at 7:45 PM.

Motion by Commissioner Cronin, seconded by Commissioner Wire to Adjourn at 7:46 PM.

/s/Amy L Sad
Finance Officer

The City of Madison is an equal opportunity employer and provider.

CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042

July 22, 2025
Special

The Board of Commissioners of the City of Madison met in special session at 5:30 PM on the 22nd day of July with the following members present upon roll call: Commissioners Kelly Dybdahl, Jerae Wire, Daniel Buresh, and Mayor Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to adopt the July 22, 2025 agenda. Motion carried unanimously.

City Administrator Jameson Berreth gave an overview of the Commissioner Interview Process.

Introductions were given by each of the three candidates for the Commissioner Vacancy – Mary Gales Askren, Luke Hof, and Jenny Wolff.

Mayor Lindsay and each Commissioner proceeded to ask each candidate the same set of questions, and each candidate was given the same opportunity to answer each question.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, August 4, 2025 at 5:30 PM

Motion by Commissioner Dybdahl, seconded by Commissioner Buresh to move into Executive Session at 6:07 PM, pursuant to SDCL 1-25-2(1): Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to declare the Commission out of Executive Session at 6:24 PM.

Motion by Commissioner Dybdahl, seconded by Commissioner Dybdahl to Adjourn at 6:25 PM. Motion carried unanimously.

/s/Amy L Sad
Finance Officer

The City of Madison is an equal opportunity employer and provider.

CITY OF MADISON
PERSONNEL
August 2025

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
OLSON, CARSYN	7/21/2025		TEMP		$12.74	AFTER SCHOOL PROGRAM ASSISTANT

ADVERTISEMENT FOR BIDS

Notice is hereby given that on the 4th day of September 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.

BID NO. 983
Green Substation Site Grading

The general nature of the work on which bids will be received consists of site grading for the Green Substation. The Contractor will be responsible for supplying all labor, materials and equipment for grading operations and for installation of fill, gravel surfacing, silt fences, etc. to complete the project.

The above work shall be in accordance with the specifications and proposed form of contract now on file at the office of the Engineer, DGR Engineering, Rock Rapids, IA, by this reference made a part hereof, as though fully set out and incorporated herein.

Payment to the Contractor will be made on the basis of ninety-five percent (95%) upon certification of work completed; five percent (5%) thirty-one (31) days after final completion and acceptance, and delivery of final documentation.

The construction shall be performed upon a Notice to Proceed issuance. Substantial completion of the project shall be no later than **December 1, 2025**. See the specifications for more details on construction timing requirements.

Bids shall be made out on a bid form furnished by the Engineer and shall be accompanied by either a certified check, cashier's check or bank draft payable to the City of Madison in a sum equal to five percent (5%) of the total bid and drawn on a state or national bank or by Bid Bond in a sum equal to ten percent (10%) of the total bid issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Madison. The bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within fifteen (15) days after the award of contract and post satisfactory Performance and Payment Bonds.

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 4th day of August, 2025.

CITY OF MADISON
MADISON, SOUTH DAKOTA

By /s/ Jameson Berreth
City Administrator

ADVERTISEMENT FOR BIDS

Notice is hereby given that on the 4th day of September 2025, until 2:30 p.m., sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota, at the Office of the Finance Officer, 503 S Highland Avenue, Madison, South Dakota 57042 and will then be publicly opened and read.

The material required is as follows:

BID NO. 985
GOAB Switches, Potential 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.

Bids shall be made out on a bid form furnished by the Engineer and shall be accompanied by either a certified check, cashier's check or bank draft payable to the City of Madison in a sum equal to five percent (5%) of the total bid and drawn on a state or national bank or by Bid Bond in a sum equal to ten percent (10%) of the total bid issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Madison. The bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within fifteen (15) days after the award of contract and post satisfactory Performance and Payment Bonds.

The sealed envelope containing the bid shall be clearly marked "BID ENCLOSED – BID NO. 985 FURNISHING MAJOR MATERIALS – GREEN 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 4th day of August, 2025.

CITY OF MADISON
MADISON, SOUTH DAKOTA

By /s/ Jameson Berreth
City Administrator

City of Madison
Memorandum - Municipal election dates impacted by HB 1130

To: Mayor and City Commission
From: Jameson Berreth, City Administrator
Subject: Discuss scheduling of future municipal elections
Date: August 4, 2025

Background

During the 2025 legislative session, the SD Legislature passed HB 1130 entitled an Act to provide permissible dates for municipal and school district elections. This legislation requires cities and schools to hold local elections in June during the state primary election or in November during the state general election. Historically, the City of Madison and Madison Central School District held a joint election in April. With passage of HB 1130, the City needs to decide whether to hold its election in June or November starting in 2026.

Considerations

Each election option has its own advantages and disadvantages.

- Moving the election to June is the smallest adjustment as it is two months later than our previous election timeframe compared to seven months later if held in November.
- In South Dakota, primary elections are more likely to occur within the Republican Party. As such, elections held in June may have a disproportionate turnout from Republican voters compared to Democrat or Independent voters.
- November elections often see lengthy ballots with numerous federal, state, and local candidates. Some elections also have numerous ballot questions for initiatives, referendums, and constitutional amendments. Including municipal elections in November adds to an already crowded ballot and can lead to voter fatigue both in campaigning and in voting.
- Examining voter turnout, both June and November elections historically have higher turnout than the past municipal elections in April. The past few primary elections range from a high of 28% in 2020 to a low of 17% in 2024. General elections vary based on Presidential or midterm elections with 70% in 2024 (Presidential) and 59% in 2022 (midterm).

Joint Elections

Municipalities may hold joint elections with county or school elections to simplify logistics and potentially lower costs. Joint elections are not mandated but optional for local government entities. Madison Central School District indicated to staff that it prefers the June election date.

Impact to Current Terms

City of Madison elected officials are elected to three-year terms. Regardless of which date is

selected, current elected officials will continue serving their terms until the new election date in the year in which their term expires.

Staff recommendation

Staff do not have a recommendation on which date to use for future elections. Staff recommend holding joint elections with the school if mutually agreed upon.

Reference

Enrolled HB 1130 - https://sdlegislature.gov/Session/Bill/25591/284316

City of Madison
Memorandum - City Commission Appointment

To: Mayor and City Commission
From: Jameson Berreth, City Administrator
Subject: Discussion and action to approve appointment to City Commission vacancy
Date: August 4, 2025

Background

On July 1, Commissioner Sarah Cronin formally submitted her resignation as City Commissioner effective August 1, 2025. Due to moving her residence outside city limits, Commissioner Cronin is unable to continue serving as a commissioner. On July 7, the City Commission acknowledged the resignation and approved an application and appointment process to select a new Commissioner. The City received three applications to fill the vacancy. On July 22, the City Commission held an interview process with the applicants during a special meeting.

Staff recommendation

Staff have no recommendation on the appointment. This item is included on the agenda to provide the City Commission an opportunity to discuss the applicants and take action to fill the vacancy. Following action, the oath of office will be given to the incoming Commissioner if present.

City of Madison
116 W Center Street • Madison, SD 57042
(605) 256.7500 • (605) 256.7511 (fax)
www.cityofmadisonsd.com

INVOICE

CUSTOMER NUMBER : 1011440
INVOICE NUMBER : 90286104
AMOUNT :$31,218.00
DATE :05/30/2025

MAKE CHECKS PAYABLE TO:
BNSF RAILWAY COMPANY
3115 SOLUTIONS CENTER
CHICAGO, ILLINOIS 60677-3001

CITY OF MADISON
116 W CENTER ST
MADISON SD 57042
USA

FOR FURTHER INFORMATION:
VERONICA GONZALES
(817)352-0719
VERONICA.GONZALES@BNSF.COM

TO PAY BY WIRE/ACH:
BANK: NORTHERN TRUST-CHICAGO IL
SWIFT # CNORUS 44
BANK ABA # 071000152
BNSF ACCOUNT # 31099171

CONTRACT NO: BF20222939

If paying by wire/ACH, please send the remit detail to cashapps@bnsf.com

** PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE TO ASSURE PROPER CREDIT TO YOUR ACCOUNT **

MONTHS ACCOUNTS : 05/2025
SERVICE FROM : 04/01/2025
SERVICE TO : 04/30/2025
WBS : 7001523.1

BNSF TIN NO.41-6034000

DESCRIPTION	UNITS	UOM	RATE	COST
PROJECT-TYPE-7	1	EA	31,218.00	31,218.00
			INVOICE TOTAL :	$ 31,218.00

CROSSING SURFACE REHAB AT GRANT AVE. CITY TO PROVIDE TRAFFIC CONTROL AND ASPHALT/GRAVEL BACKFILL. LS 224, MP 332.93, DOT# 381199S

LUMP SUM BILLALBE TO CITY OF MADISON, SD
$31,218.00

WBS 7-0015-23

Payment due within 30 days of invoice date unless otherwise authorized by contract or other written agreement.

THE CITY OF MADISON
Finance Office

Address:
503 S Highland Avenue
Madison, SD 57042

Phone: (605) 256-7500

www.CityofMadisonSD.com

July 29, 2025

MEMORANDUM

RE: Supplemental Appropriation for BNSF Surface Rehabilitation at Grant Avenue

1. **Project Background**
   - This project was first brought to the City's attention by BNSF in July 2022.
   - It was too late in the construction season to proceed in 2022, so it was budgeted for in 2023.
   - Due to a lack of follow-up from BNSF, the project was not completed in 2023 and was rebudgeted for 2024.
   - The surface rehabilitation work was completed without notification to the city in May of 2025.
2. **Importance of the Project**
   - Failure to complete this work would have jeopardized continued rail service to the City of Madison.
3. **Budget and Compliance Issue**
   - Although the work was completed in 2025, the project was not included in the adopted 2025 budget, and no prior year funds were carried forward.
   - Under SDCL 9-21-9, the City is prohibited from making expenditures in excess of appropriations without a formal budget amendment.
4. **Action Needed**
   - I am requesting commission approval of a supplemental appropriation ordinance to authorize the use of available reserves in the Highway & Streets Department for this expense.
   - The funding source will be 920-14086.
5. **Recommendation**
   - I recommend approval of the supplemental ordinance as presented, to authorize payment of the BNSF invoice and properly account for the capital rehab work already completed.

ORDINANCE NO. 1681

AN ORDINANCE TO AMEND APPROPRIATION ORDINANCE NO. 1672 FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025

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

Section I

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

220 SPECIAL MAINTENANCE FEE

4663-54300 – PROF SVCS FOR CAPITAL PROJECTS	$	31,218.00

Section II

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

920 RESERVES

14806 HWY / STREETS CAPITAL REPLACEMENT ASSIGNED	$	31,218.00

Dated this 4th day of August, 2025.

CITY OF MADISON

_____
Mayor

ATTEST: _____
Finance Officer

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

RESOLUTION NO. 2025-14

A RESOLUTION TO UNASSIGN GENERAL AND ENTERPRISE FUND BALANCES TO ALIGN WITH AUDIT AND STATUTORY GUIDANCE

WHEREAS, the City of Madison has historically recorded various "assigned" fund balances within the General and Enterprise Fund without consistent justification or documented governing board action;

WHEREAS, the Department of Legislative Audit (DLA) has reviewed the City's practices and advised that such assignments are inappropriate under current GASB standards and SDCL 9-21-31.2, particularly given the absence of a formal appropriation or purpose;

WHEREAS, the most recent audit for the year ending December 31, 2022, recognizes only the "cash applied" to the subsequent year's budget as an assigned balance, and all other assignments are unsupported;

WHEREAS, the City wishes to correct this practice and begin anew with a more appropriate, transparent, and policy-driven approach to fund balance designations;

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

1. All General and Enterprise Fund balances currently recorded as "assigned," excluding the amount explicitly designated for the following year's budget, are hereby unassigned effective immediately.
2. City Finance is further directed to inactivate unused or obsolete accounts related to prior assigned designations, as advised by the Department of Legislative Audit.
3. The City intends to revisit and consider any new assignments in accordance with SDCL 9-21-31.2 and applicable GASB standards through formal budget appropriations, supported by commission-approved purpose and documentation.

Dated this 4th Day of August 2025.

CITY OF MADISON, SOUTH DAKOTA

BY: _____
Mayor

ATTEST:

_____
Finance Officer

RESOLUTION NO 2025-15

RESOLUTION AMENDING THE CITY'S RATE STRUCTURE, PROVIDING FOR A SURCHARGE FOR IMPROVEMENTS TO THE SEWER SYSTEM, FOR PAYMENT OF A REVENUE BORROWER BOND AND YEARLY REVIEW OF RATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON AS FOLLOWS:

1. **Surcharge for Borrower Bond**. There shall be charged a monthly surcharge for the services provided by the improvement financed by the CW-06 Conservancy District Loan. The surcharge for each loan shall be segregated from other revenues of the City and shall be used for the payment of the Borrower Bond CW-06 (the "Borrower Bond"). Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements.

2. **Rates and collection.** The City does hereby establish the special charge or surcharge payable by each customer of its system who receives or benefits from the services of the project financed with the Borrower Bond. Such charge or surcharge shall be set at a level which, assuming a 10% delinquency rate, will produce income at the times and in amounts sufficient to pay when due the principal of and interest on the Borrower Bond and the administrative expense surcharge and all other payments as may be required under the loan agreement and Borrower Bond.

3. **Borrower Bond Surcharge.** The following clean water debt service surcharge shall be applicable to all customers served:

Borrower Bond CW-06 Surcharge: $4.30 per user per month commencing _____.

This surcharge shall remain in effect until such time as the revenue bond is paid in full. The initial surcharge shall be collected at the same time as other charges of the system. The surcharge is found to be equitable for the services provided by the improvements.

4. **Segregation.** The debt service surcharge shall be segregated from other income of the system in a separate book-keeping account and is pledged to the South Dakota Conservancy District for the payment of the loan payments on the Borrower Bond.

5. **Yearly review.** The amount of the surcharge shall be reviewed from year to year and may be modified in order to provide such funds as are set forth herein. The charges shall be reviewed yearly by City and administratively adjusted, upwards or downwards, to such amounts as may be necessary to pay principal, interest, administrative surcharge and other charges as may become due and owing under the loan agreement or Borrower Bond.

6. **Billing and Accounting.** The surcharges shall be included in the monthly user bill. Nothing contained herein requires the surcharge be indicated on the billing, however, the surcharge segregation shall be indicated on the books of the City.

7. **Automatic Repeal.** The surcharge for the Borrower Bond shall be automatically repealed when the Borrower Bond is paid in full.

8. **Partial Invalidity.** If any one or more of the provisions of the shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

(SEAL)

_____
Mayor

ATTEST:

_____
Finance Officer

RESOLUTION NO. 2025-18

RESOLUTION AMENDING THE CITY'S RATE STRUCTURE, PROVIDING FOR A SURCHARGE FOR IMPROVEMENTS TO THE WATER SYSTEM, FOR PAYMENT OF A PROJECT REVENUE BORROWER BOND AND YEARLY REVIEW OF RATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON AS FOLLOWS:

1. **Surcharge for Borrower Bond**. There shall be charged a monthly surcharge for the services provided by the improvement financed by the DW-04 Conservancy District Loan. The surcharge for each loan shall be segregated from other revenues of the City and shall be used for the payment of the Borrower Bond DW-04 (the "Borrower Bond"). Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements.

2. **Rates and collection.** The City does hereby establish the special charge or surcharge payable by each customer of its system who receives or benefits from the services of the project financed with the Borrower Bond. Such charge or surcharge shall be set at a level which, assuming a 10% delinquency rate, will produce income at the times and in amounts sufficient to pay when due the principal of and interest on the Borrower Bond and the administrative expense surcharge and all other payments as may be required under the loan agreement and Borrower Bond.

3. **Borrower Bond Surcharge.** The following clean water debt service surcharge shall be applicable to all customers served:

Borrower Bond DW-04 Surcharge: $4.00 per user per month commencing _____.

This surcharge shall remain in effect until such time as the revenue bond is paid in full. The initial surcharge shall be collected at the same time as other charges of the system. The surcharge is found to be equitable for the services provided by the improvements.

4. **Segregation.** The debt service surcharge shall be segregated from other income of the system in a separate book-keeping account and is pledged to the South Dakota Conservancy District for the payment of the loan payments on the Borrower Bond.

5. **Yearly review.** The amount of the surcharge shall be reviewed from year to year and may be modified in order to provide such funds as are set forth herein. The charges shall be reviewed yearly by City and administratively adjusted, upwards or downwards, to such amounts as may be necessary to pay principal, interest, administrative surcharge and other charges as may become due and owing under the loan agreement or Borrower Bond.

6. **Billing and Accounting.** The surcharges shall be included in the monthly user bill. Nothing contained herein requires the surcharge be indicated on the billing, however, the surcharge segregation shall be indicated on the books of the City.

7. **Automatic Repeal.** The surcharge for the Borrower Bond shall be automatically repealed when the Borrower Bond is paid in full.

8. **Partial Invalidity.** If any one or more of the provisions of the shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

(SEAL)

_____
Mayor

ATTEST:

_____
Finance Officer

RESOLUTION NO. 2025-17 AMENDING RESOLUTION NO. 2024-21
PASSED JULY 15, 2024

RECITALS

WHEREAS, the City has passed on August 4, 2025 Resolution 2025-17 Amending Resolution No. 2024-21 which was passed July 15, 2024, authorizing a loan with the South Dakota Conservancy District;

BE IT RESOLVED as follows:

The Resolution No. 2024-21 adopted July 15, 2024 (the "Resolution"), shall be amended as follows:

1. Title. The title of the resolution shall be amended to read:

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

2. Preamble. The preamble shall be amended by replacing the system revenue bond preambles with the following preambles:

> **WHEREAS**, a municipality is authorized to issue Project Revenue Bonds to defray the cost of extensions, additions, and improvements to any utility previously owned and is authorized to pledge the net income or revenues from the system in accordance with Section 15 of the Act; and,
>
> **WHEREAS**, the City shall adopt rates and charges to be pledged, segregated and used for the payment of the Project Revenue Bond.

3. Sections and Subsections. The sections and subsections of the Resolution shall be amended with the following:

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

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

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

3.4. Pledge of Revenues. The Project Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Project Revenue Bond and shall be used for no other purpose than to pay the principal of, interest and Administrative Surcharge on the Project Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement..

SECTION 4. Special Charge or Surcharge for Project Revenue Bond. The City does hereby create the Project Revenue Bond Special-Surcharge District (the "Surcharge District") which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Project Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Project Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements, and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Project Revenue Bond.

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

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

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

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

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

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

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

set aside, then the amount of such deficiency shall be added to the current requirement.

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

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

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

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

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

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

(d) To be used for any other authorized municipal purpose designated by the City Commission.

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

4. <u>Remaining Provisions to Stay in Force</u>. All other provisions of the Resolution shall remain in full force and effect as passed.

ATTEST: _____
Mayor

_____
Finance Officer

The motion for the adoption of the foregoing Resolution was duly seconded by City Commission Member _____, and upon vote being taken thereon the following voted in favor thereof:

and the following voted against the same:

whereupon said Resolution was declared duly passed and adopted and was signed by the Mayor and attested by the Finance Officer.

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF LAKE)

I, the undersigned, the duly qualified and acting Finance Officer of City of Madison, Lake County, South Dakota, hereby certify that the attached and foregoing is a full, true and correct copy of all the minutes of a meeting of the City Commission of said City, duly called and held on the date therein indicated, so far as the same relate to the issuance of Drinking Water Project Borrower Bond, Series 2025, of said City.

WITNESS my hand this _____ day of _____ 2025.

_____
Finance Officer
City of Madison
Lake County, South Dakota

RESOLUTION NO. 2025-16

RESOLUTION GIVING APPROVAL TO THE ISSUANCE AND SALE OF ELECTRIC PROJECT REVENUE BONDS; APPROVING THE FORM OF BONDS, PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS; AND PROVIDING FOR A BOND ANTICIPATION NOTE IN ANTICIPATION OF THE ISSUANCE OF THE BONDS.

NOW THEREFORE BE IT RESOLVED by the City as follows:

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

"Act" means South Dakota Codified Laws Chapter 9-40 and Chapter 6-8B.

"Bond Counsel" means Meierhenry Sargent LLP, Sioux Falls, South Dakota.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of Treasury promulgated thereunder as in effect on the date of issuance of the Bonds.

"Mayor" means the Mayor elected pursuant to the provisions of the SDCL 9-13 or his or her designee acting on his or her behalf pursuant to the Charter.

"Placement Agent" means Colliers Securities, Pierre, South Dakota.

"Project Revenue Bonds," or "Bonds" means the Electric Project Revenue Bonds, Series 2025 or such other designation as is issued by the City.

"Purchase Agreement" means the Purchase Agreement authorized pursuant to and described in Section 14.2.

"System" means the City's electric utility system.

SECTION 2. Declaration of Necessity. Findings.

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

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

2.2.1. It is necessary, expedient, and in the best interests of the Issuer and its customers to finance the acquisition, construction, improvement, and equipping of electric system projects which benefit all users of the electric system.

2.2.2. The issuance of the bonds is necessary and appropriate to finance the electric system improvements.

2.2.3. The improvements will promote the health, safety, and welfare of residents and customers served by the Issuer.

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

3.1. Authorization of Bonds. The City hereby determines and declares it necessary to issue Project Revenue Bonds in a principal amount of not to exceed $15,000,000, plus costs of issuance.

3.2. Approval of Project Revenue Bonds. The issuance of Project Revenue Bonds in the principal amount not to exceed $15,000,000, shall be and the same is, in all respects, hereby authorized, approved, and confirmed. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Project Revenue Bonds and their execution and delivery thereof shall evidence that approval. The Project Revenue Bonds shall be issued under the authority of the Act and are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.3. Pledge of Revenues. The Project Revenue Bonds together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely from segregated project revenues established by Section 4.

SECTION 4. Special Charge or Surcharge for Project Revenue Bonds.

4.1. The City will establish the special charge or surcharge payable by every customer of its electric system who receives or benefits from the services of the Project. Such charge or surcharge shall be set at a level which, assuming a 1.25 coverage ratio, will produce income at the times and in amounts sufficient to pay when due the principal of and interest on the Project Revenue Bonds and all other payments as may be required under this Resolution and Project Revenue Bonds.

4.2. The special charge or surcharge shall be segregated from other revenues of the System into a separate and special fund or funds and shall be used for the payment of the principal and interest, when due on the Project Revenue Bonds. The special charge or surcharge shall create net income used first for paying debt service fund annual requirements and shall be maintained at not less than 100% of the debt service requirements on the Project Revenue Bonds.

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

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

4.5. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the rate covenant and to pay principal of, interest on the Project Revenue Bonds when due. The surcharge shall be applicable to all customers served whether in or out of the city. The surcharge shall remain in effect until such time as the Project Revenue Bonds are discharged or defeased. The initial surcharge shall be collected at the same time as other charges of the System. The surcharge is found to be equitable for the services provided by the improvement. The surcharge may be set by ordinance or resolution in accordance with this section. The rate ordinance or resolution shall be necessary for the support of government and shall be effective upon passage.

4.6. Annual Review. The charges shall be reviewed yearly by city personal and administratively adjusted, upwards or downwards, pursuant to SDCL § 9-40-15 to such amounts as may be necessary to pay principal, interest, maintain any coverage requirements and other charges as may become due and owing under the Project Revenue Bonds.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, additional bonds payable from revenues and income of the System or Project may be issued, as permitted in the section, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City may issue additional bonds (the "Parity Bonds") payable from the Pledged Revenues and having a lien upon such revenues on a parity with the Bonds and the Outstanding Parity Bonds providing that:

5.1. the City is current in the payment of principal and interest on the Outstanding Bonds and is current in the collections required for the Principal and Interest Account and the Reserve Account.

5.2. the Pledged Revenues collected by the City in the last preceding fiscal year are sufficient to cover 1.25 times the maximum annual principal and interest requirements on the Outstanding Bonds and the proposed Parity Bonds. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Project Revenue Bonds.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal and interest on the Project Revenue Bonds, the following mandatory asset segregations shall be set up in accordance with the Department of Legislative Audit manual and shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Project Revenue Bonds:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the ordinances and resolutions of

the City of Madison, South Dakota (collectively the "Rate Ordinance"). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside in each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal and interest payment on the Project Revenue Bonds and any reserve determined by the City's governing body to be necessary.

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

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

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

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

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

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

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

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

SECTION 7. Approval of Bond Counsel and Placement Agent. The Mayor and Finance Officer are authorized to retain Bond Counsel and the Placement Agent.

SECTION 8. Tax Matters. The Interest on the Revenue Surcharge Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended ("the Code") and applicable Treasury Regulations (the "Regulations"). The Issuer covenants that it will take all actions within its control and will not omit to take any action City to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code.

SECTION 9. Covenants. The City hereby covenants and agrees with the owners of the Revenue Surcharge Bond as follows:

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

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

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

9.4. The City covenants and agrees that it will at all times comply with the Code and Regulation so that the interest on the Bonds will not be includable in gross income for federal income tax purposes:

9.4.1.. It will not use or permit the use of any proceeds of the Bonds or any property financed or refinanced with Bond proceeds in a manner that would cause the Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141 or 148 of the Code.

9.4.2. It will comply with the requirements of Section 148 of the Code and related regulations regarding arbitrage restrictions and rebate of excess earnings to the United States.

9.4.3. It will file all required information reports (e.g. IRS Form 8038-G) in a timely manner.

9.4.4. If necessary, it will establish procedures to calculate any required rebate amounts and to make rebate payments to the United States in accordance with Section 148(f) of the Code.

SECTION 10. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Surcharge Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Surcharge Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Section 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 11. Severability. If any section, paragraph, clause or provision of this Resolution, the Project Revenue Bonds, or any agreement pertaining hereto shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or Project Revenue Bonds, or any other documents pertaining hereto.

SECTION 12. Authorization of City Officials. The Mayor, Finance Officer and other City Officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 13. Sale of Bonds.

13.1. Bond Purchase Agreement. The Bonds shall be at a price set forth in the Purchase Agreement. The Mayor and the Finance Officer, or either of them, in consultation with the Placement Agent, is authorized to make such changes in the structuring of the terms and sale of the Bonds as they shall deem necessary. In this regard, they, or either of them, in consultation with the Placement Agent, are authorized to cause to be sold an aggregate principal amount of the Bonds less than that authorized herein, to sell any or all of the Bonds as term Bonds with annual mandatory redemption

requirements which will produce substantially the same annual principal reductions as authorized herein, to change the dated date of the Bonds, and to adjust principal and interest payment dates and redemption dates of the Bonds. The Mayor and the Finance Officer, or either of them, are hereby authorized to execute and the Finance Officer is authorized to attest the Bond Purchase Agreement with the Placement Agent providing for the purchase and sale of the Bonds. The Bond Purchase Agreement shall be in form and content acceptable to the Mayor and Finance Officer, the execution thereof by either of them to constitute conclusive evidence thereof; provided the Bonds Purchase Agreement effects the sale of the Bonds in accordance with the provisions of this Resolution, and is not inconsistent with the terms hereof. The Mayor and Finance Officer are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the Placement Agent and to execute, publish, and deliver all certificates and documents, including the Official Statement, and closing certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Bonds.

14.3. The Bonds shall be executed in such manner as may be prescribed by applicable law in the name and on behalf of the City with the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Finance Officer, and approved as to form and countersigned by a Resident Attorney by his manual or facsimile signature.

14.4. In the event any officer whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Bond, were the proper officers of the City to sign such Bond, although on the date of the adoption by the City of this Resolution, such individuals may not have been such officers.

14.5. The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner.

SECTION 14. Record Retention and Post Issuance Compliance. The City does hereby adopt Meierhenry Sargent LLP Post-Issuance Compliance Policy and Tax-Advantaged Obligations and Continuing Disclosure manual as its written post issuance compliance procedures with regard to the current financing. The Finance Officer is directed to retain records with regard to this financing for the entire term of the financing plus three years and to keep record of all payments for six years after the payment has been made. **Bond Anticipation Note.**

15.1. The City does hereby find that all conditions precedent to the offering for sale of bonds have been satisfied.

15.2. The City authorizes a bond anticipation note in a principal amount not exceeding the authorized principal amount of the Project Revenue Bonds in anticipation of which the notes are to be issued.

15.3. The bond anticipation notes shall mature not later than three years after their date of issue.

15.4. The Mayor and Finance Officer are authorized to negotiate the terms and conditions of the bond anticipation note.

SECTION 18. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at City of Madison, South Dakota, this 4th day of August, 2025.

APPROVED:

_____
Mayor

(SEAL)

Attest: _____
City Finance Officer

Passed: _____
Published: _____
Effective: _____

ATTACHMENT TO RESOLUTION

Post-Issuance Compliance Policy for Tax-Exempt and
Tax-Advantaged Obligations and Continuing Disclosure

Definitions

"Compliance Officer" means the Finance Officer of the Issuer.

"Issuer" means the City of Madison, South Dakota.

Statement of Purpose

This Post-Issuance Compliance Policy (the "Policy") sets forth specific policies of the Issuer designed to monitor post-issuance compliance:

(i) with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"}, and regulations promulgated thereunder ("Treasury Regulations") for obligations issued by the Issuer on tax-exempt or tax-advantaged basis ("Obligations"); and

(ii) with applicable requirements set forth in certificates and agreement(s) ("Continuing Disclosure Agreements") providing for ongoing disclosure in connection with the offering of obligations to investors ("Offerings"), for obligations (whether or not tax- exempt I tax-advantaged) subject to the continuing disclosure requirements of Rule 15c2-12(b) (the "Rule") promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934.

This Policy documents practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the interest on such Obligations continue to be eligible to be excluded from gross income for federal income tax purposes or that the Obligations continue to receive tax-advantaged treatment. The federal tax law requirements applicable to each particular issue of Obligations will be detailed in the arbitrage or tax certificate prepared by bond counsel and signed by officials of the Issuer and the post-closing compliance checklist provided by bond counsel with respect to that issue. This Policy establishes a permanent, ongoing structure of practices and procedures that will facilitate compliance with the requirements for individual borrowings.

This Policy similarly documents practices and describes various procedures and systems designed to ensure compliance with Continuing Disclosure Agreements, by preparing and disseminated related reports and information and reporting "material events" for the benefit of the holders of the Issuer's obligations and to assist the Participating Financial Advisors (within the meaning of the Rule) in complying with the Rule.

The Issuer recognizes that compliance with pertinent law is an on-going process, necessary during the entire term of the obligations, and is an integral component of the Issuer's debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel and the Issuer's accountants and advisors.

General Policies and Procedures

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

A. The Compliance Officer shall be responsible for monitoring post-issuance compliance issues.

B. The Compliance Officer will coordinate procedures for record retention and review of such records.

C. All documents and other records relating to Obligations issued by the Issuer shall be maintained by or at the direction of the Compliance Officer. In maintaining such documents and records, the Compliance Officer will comply with applicable Internal Revenue Service ("IRS") requirements, such as those contained in Revenue Procedure 97-22.

D. The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Regulations and the Treasury's Tax-Exempt Bonds Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.

E. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

Issuance of Obligations - Documents and Records

With respect to each issue of Obligations, the Compliance Officer will:

A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents (the "Transcript").

B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038, Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.

C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds of such Obligations with other applicable staff members of the Issuer.

Arbitrage

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Compliance Officer will:

A. Confirm that a certification of the initial offering prices of the Obligations with such supporting data, if any, required by bond counsel, is included in the Transcript.

B. Confirm that a computation of the yield on such issue from the Issuer's financial advisor or bond counsel (or an outside arbitrage rebate specialist) is contained in the Transcript.

C. Maintain a system for tracking investment earnings on the proceeds of the Obligations.

D. Coordinate the tracking of expenditures, including the expenditure of any investment earnings. If the project(s) to be financed with the proceeds of the Obligations will be funded with multiple sources of funds, confirm that the Issuer has adopted an accounting methodology that maintains each source of financing separately and monitors the actual expenditure of proceeds of the Obligations.

E. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. This procedure shall include an examination of the expenditures made with proceeds of the Obligations within 18 months after each project financed by the Obligations is placed in service and, if necessary, a reallocation of expenditures in accordance with Section 1.148-6(d) of the Treasury Regulations.

F. Monitor compliance with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.

G. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.

H. Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining in advance whether such funds must be invested at a restricted yield.

I. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions or investments in guaranteed investment contracts.

J. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.

K. Monitor compliance with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.

L. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.

M. Arrange for timely computation and payment of "yield reduction payments" (as such term is defined in the Code and Treasury Regulations), if applicable.

Private Activity Concerns

The following polices relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Compliance Officer will:

A. Maintain records determining and tracking facilities financed with specific Obligations and the amount of proceeds spent on each facility.

B. Maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.

C. Maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.

D. Monitor the expenditure of proceeds of an issue and investment earnings for qualifying costs.

E. Monitor private use of financed facilities to ensure compliance with applicable limitations on such use. Examples of potential private use include:

1. Sale of the facilities, including sale of capacity rights;

2. Lease or sub-lease of the facilities (including leases, easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers) or leasehold improvement contracts;

3. Management contracts (in which the Issuer authorizes a third party to operate a facility, e.g., cafeteria) and research contracts;

4. Preference arrangements (in which the Issuer permits a third party preference, such as parking in a public parking lot);

5. Joint-ventures, limited liability companies or partnership arrangements;

6. Output contracts or other contracts for use of utility facilities (including contracts with large utility users);

7. Development agreements which provide for guaranteed payments or property values from a developer;

8. Grants or loans made to private entities, including special assessment agreements; and

9. Naming rights arrangements.

Monitoring of private use should include the following:

1. Procedures to review the amount of existing private use on a periodic basis; and

2. Procedures for identifying in advance any new sale, lease or license, management contract, sponsored research arrangement, output or utility contract, development agreement or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.

If the Compliance Officer identifies private use of facilities financed with tax-exempt or tax-advantaged debt, the Compliance Officer will consult with the Issuer's bond counsel to determine whether private use will adversely affect the tax status of the issue and if so, what remedial action is appropriate. The Compliance Officer should retain all documents related to any of the above potential private uses.

Qualified Tax-Exempt Obligations

If the Issuer issues qualified tax-exempt obligations in any year, the Compliance Officer shall monitor all tax-exempt financings (including lease purchase arrangements and other similar financing arrangements and conduit financings on behalf of 501(c)(3) organizations) to assure that the $10,000,000 "Small Issuer" limit is not exceeded.

Federal Subsidy Payments

The Compliance Officer shall be responsible for the calculation of the amount of any federal subsidy payments and the timely preparation and submission of the applicable tax form and application for federal subsidy payments for tax-advantaged obligations such as Build America Bonds, New Clean Renewable Energy Bonds and Qualified School Construction Bonds.

Reissuance

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Compliance Officer will identify and consult with bond counsel regarding any post-issuance change to any terms of an issue of Obligations which could potentially be treated as a reissuance for federal tax purposes.

Record Retention

The following polices relate to retention of records relating to the Obligations Issued. The Compliance Officer will:

A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.

B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.

C. Coordinate with staff to generally maintain the following:

1. The Transcript relating to the transaction (including any arbitrage or other tax certificate and the bond counsel opinion);

2. Documentation evidencing expenditure of proceeds of the issue;

3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.

4. Documentation evidencing use of financed property by public and private entities (e.g., copies of leases, management contracts, utility user agreements, developer agreements and research agreements);

5. Documentation evidencing all sources of payment or security for the issue; and

6. Documentation pertaining to any investment of proceeds of the issue (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).

D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS.

E. Keep all material records for so long as the issue is outstanding (including any refunding), plus seven years.

Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the "Rule"), Participating Financial Advisors (as defined in the Rule) are required to determine that issuers (such as the Issuer) have entered into written Continuing Disclosure Agreements to make ongoing disclosure in connection with Offerings subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the Transcript for each issue of related obligations will include a Continuing Disclosure Agreement executed by the Issuer.

In order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the Compliance Officer will, if and as required by such Continuing Disclosure Agreements:

A. Assist in the preparation or review of annual reports ("Annual Reports") in the form required by the related Continuing Disclosure Agreements.

B. Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days (e.g., 365 days) following the end of the Issuer's fiscal year (the "Annual Report Due Date"), as provided in the related Continuing Disclosure Agreements.

C. Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB.

D. Monitor the occurrence of any "Material Event" (as defined in the Continuing Disclosure Agreements) and timely file notice of the occurrence of any such Material Event in the manner provided under the Continuing Disclosure Agreements. To be timely filed, such notice must transmitted within 10 days (or such other time period as set forth in the Continuing Disclosure Agreements) of the occurrence of such Material Event.

E. Ensure timely dissemination of notice of any failure to perform under a Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement.

F. Respond to requests, or ensure that the Issuer Contact (as defined in the Continuing Disclosure Agreement) responds to requests, for information under the Rule, as provided in the Continuing Disclosure Agreements.

G. Monitor the performance of any dissemination agent(s) engaged by the Issuer to assist in the performance of any obligation under the Continuing Disclosure Agreements.

PASSED and ADOPTED by the City of Madison, South Dakota, this 4th day of August, 2025.

_____
Mayor

ATTEST:

_____
Finance Officer

U.S. Department of Transportation Federal Aviation Administration

Airports Division Great Lakes Region South Dakota

Dakota-Minnesota Airports District Office

Bismarck Office
2301 University Drive
Building 23B
Bismarck, ND 58504

Minneapolis Office
6020 28th Avenue South
Suite 102
Minneapolis, MN 55450

July 22, 2025

The Honorable Mayor Roy Lindsay
City of Madison
503 S Highland Avenue
Madison, SD 57042

Dear Mayor Lindsay:

The Grant Offer for Airport Improvement Program (AIP) **Project No. 3-46-0029-028-2025** at Madison Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 15, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. David Ferrell, (701) 323-7353, David.E.Ferrell@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

E Lindsay Terry

E. Lindsay Terry
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 22, 2025
Airport/Planning Area	Madison Municipal Airport
Airport Infrastructure Grant Number	3-46-0029-028-2025
Unique Entity Identifier	MTC8CUH8MNQ6

TO: City of Madison

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of South Dakota.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 08, 2025, for a grant of Federal funds for a project at or associated with the Madison Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Madison Municipal Airport (herein called the "Project") consisting of the following:

Phase 2: Construction - Reconstruct Apron (2,446 SY),

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$426,550**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $426,550 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).
      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49

U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 15, 2025**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

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

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;
ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
iii. The use of forced labor in the performance of this grant; or any subaward; or
iv. Acts that directly support or advance trafficking in persons, including the following acts:
a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or
         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

b. "Private Entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 04, 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

25. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

26. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any

project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

28. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and

    b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

30. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

31. **National Airspace System Requirements**

    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

32. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

33. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

34. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

   i. Location of all runways, taxiways, and aprons;

   ii. Dimensions;

   iii. Type of pavement; and,

   iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.

   i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

   ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

   i. Inspection date;

   ii. Location;

   iii. Distress types; and

   iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

E Lindsay Terry

(Signature)

E. Lindsay Terry

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Madison
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __South Dakota__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Madison**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of May 08, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

Banner Associates, Inc.
409 22nd Avenue South
Brookings, SD 57006
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

July 30, 2025

Ryan Hegg
City of Madison
503 S Highland Ave
Madison, South Dakota 57042

Re: Award Recommendation – Madison Segment 9 Street and Utility Improvements
BAI. No. 24424.00

Dear Mr. Hegg:

Attached hereto is one (1) copy of the Certified Bid Tabulation for the Madison Segment 9 Street and Utility Improvements. Bids were received and opened on July 29, 2025 for the unit price project. A total of ten (10) Bids were received and opened for the projects.

Bids ranged from $319,352.16 to $502,122.12. The low Bid was submitted by Runge Enterprises, Inc from Sioux Falls, SD in the amount of $319,352.16. The engineer's opinion of probable construction costs for this project is $348,503.50.

Banner has contacted Runge Enterprises, Inc. to confirm their bid and informed them of the upcoming bid presentation to the Commission at the August 4, 2025 meeting. Banner has worked with Runge Enterprises, Inc. on previous projects and finds that they are a responsible and responsive bidder.

Documentation submitted with the Bid appears to be in order, Banner Associates, Inc. recommends the City of Madison award the Segment 9 Street and Utility Improvements construction contract to Runge Enterprises, Inc. in the amount of $319,352.16.

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

Weston J. Blasius, PE
Banner Associates, Inc.

Encl. Certified Bid Tabulation
Runge Enterprises, Inc., Low Bid

Banner Associates, Inc.
409 22nd Ave So, Box 298
Brookings, SD 57006
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

REGISTERED PROFESSIONAL ENGINEER
REG NO. 12452
WESTON JAMES BLASIUS
SOUTH DAKOTA
7/30/2025

BID TABULATION

PROJECT Madison Water System Improvements - Segment 9 **BAI NO** 24424.00.00
LOCATION Madison, SD
BID DATE July 29, 2025

Certified By: Weston J. Blasius

					Engineer's Estimate		Runge Enterprises, Inc.		Winter Contracting, LLC		Kesteloot Excavating		Underground Connections, LLC		SiteWorks, Inc.	
SPEC. SECTION		DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
		BASE BID														
GENERAL																
1	01 7113 - 2.1	Mobilization	LS	1	$32,000.00	$32,000.00	$38,277.81	$38,277.81	$30,000.00	$30,000.00	$34,000.00	$34,000.00	$60,000.00	$60,000.00	$85,260.00	$85,260.00
2	31 1000 - 4.1	Clearing	LS	1	$2,000.00	$2,000.00	$583.94	$583.94	$3,500.00	$3,500.00	$3,200.00	$3,200.00	$500.00	$500.00	$1,650.00	$1,650.00
3	01 0000 - 5.4	Traffic Control Signs	SqFt	130	$5.00	$650.00	$4.76	$618.80	$5.00	$650.00	$4.25	$552.50	$4.10	$533.00	$4.40	$572.00
4	01 0000 - 5.4	Traffic Control, Miscellaneous	LS	1	$2,500.00	$2,500.00	$6,138.59	$6,138.59	$6,000.00	$6,000.00	$5,550.00	$5,550.00	$5,750.00	$5,750.00	$5,676.00	$5,676.00
5	01 0000 - 5.4	Type 2 Barricade	Each	16	$60.00	$960.00	$118.97	$1,903.52	$110.00	$1,760.00	$110.00	$1,760.00	$110.00	$1,760.00	$110.00	$1,760.00
6	01 0000 - 5.4	Type 3 Barricade, 6' Double Sided	Each	4	$145.00	$580.00	$118.97	$475.88	$110.00	$440.00	$110.00	$440.00	$110.00	$440.00	$110.00	$440.00
7	01 0000 - 5.4	Type 3 Barricade, 8' Double Sided	Each	17	$155.00	$2,635.00	$118.97	$2,022.49	$110.00	$1,870.00	$110.00	$1,870.00	$110.00	$1,870.00	$110.00	$1,870.00
8	01 0000 - 7.1	Sweeping	Hr	10	$140.00	$1,400.00	$160.00	$1,600.00	$175.00	$1,750.00	$160.00	$1,600.00	$150.00	$1,500.00	$350.00	$3,500.00
EROSION																
9	31 2400 - 4.7	Placing Contractor Furnished Topsoil	CuYd	49	$35.00	$1,715.00	$30.00	$1,470.00	$5.00	$245.00	$43.25	$2,119.25	$30.00	$1,470.00	$71.78	$3,517.22
10	32 9200 - 4.1	Seeding	Lb	32	$12.00	$384.00	$37.18	$1,189.76	$30.00	$960.00	$44.00	$1,408.00	$34.00	$1,088.00	$9.90	$316.80
11	32 9200 - 4.3	Fertilizing	Lb	19	$2.00	$38.00	$1.19	$22.61	$3.00	$57.00	$3.00	$57.00	$1.25	$23.75	$1.10	$20.90
12	32 9200 - 4.2	Hydro-Mulching	Ton	0.3	$1,600.00	$480.00	$1,982.75	$594.83	$350.00	$105.00	$335.00	$100.50	$1,750.00	$525.00	$3,300.00	$990.00
13	31 2500 - 4.1	Inlet Protection	Each	6	$110.00	$660.00	$113.02	$678.12	$110.00	$660.00	$110.00	$660.00	$105.00	$630.00	$88.00	$528.00
14	31 2500 - 4.2	Temporary Vehicle Tracking Control	Each	1	$850.00	$850.00	$850.00	$850.00	$1,200.00	$1,200.00	$1,100.00	$1,100.00	$1,000.00	$1,000.00	$1,540.00	$1,540.00
15	31 2500 - 4.3	Concrete Washout Area	Each	1	$250.00	$250.00	$407.34	$407.34	$575.00	$575.00	$535.00	$535.00	$750.00	$750.00	$1,100.00	$1,100.00
16	31 2500 - 4.4	Manhole Construction Plate Marker	Each	3	$250.00	$750.00	$142.76	$428.28	$300.00	$900.00	$535.00	$1,605.00	$250.00	$750.00	$50.00	$150.00
17	31 2500 - 4.5	Silt Fence	LF	30	$4.00	$120.00	$7.14	$214.20	$8.00	$240.00	$7.25	$217.50	$7.00	$210.00	$7.70	$231.00
REMOVALS																
18	31 2300 - 4.2	Remove Concrete Curb and Gutter	LF	353	$3.75	$1,323.75	$6.52	$2,301.56	$4.00	$1,412.00	$3.25	$1,147.25	$4.00	$1,412.00	$4.40	$1,553.20
19	31 2300 - 4.2	Remove Asphalt Concrete Pavement	SqYd	842	$3.50	$2,947.00	$6.70	$5,641.40	$4.00	$3,368.00	$3.25	$2,736.50	$5.00	$4,210.00	$6.49	$5,464.58
20	31 2300 - 4.2	Remove Concrete Sidewalk	SqYd	80	$8.00	$640.00	$7.30	$584.00	$4.00	$320.00	$3.25	$260.00	$4.00	$320.00	$19.80	$1,584.00
21	31 2300 - 4.2	Salvage Traffic Sign for Reset	Each	1	$170.00	$170.00	$11.90	$11.90	$12.00	$12.00	$110.00	$110.00	$11.00	$11.00	$11.00	$11.00
22	31 2300 - 4.2	Saw Existing Asphalt	LF	162	$5.00	$810.00	$8.33	$1,349.46	$6.00	$972.00	$5.50	$891.00	$5.00	$810.00	$8.80	$1,425.60
23	31 2300 - 4.2	Saw Existing Concrete	LF	58	$12.50	$725.00	$17.84	$1,034.72	$6.00	$348.00	$5.50	$319.00	$10.00	$580.00	$22.00	$1,276.00
TRENCHING, EXCAVATION, BACKFILLING																
24	31 2300 - 4.5	Trench Stabilization Material	Ton	110	$35.00	$3,850.00	$15.35	$1,688.50	$35.00	$3,850.00	$28.00	$3,080.00	$25.00	$2,750.00	$0.01	$1.10
25	31 2300 - 4.6	Imported Trench Backfill Material	Ton	430	$20.00	$8,600.00	$15.35	$6,600.50	$10.00	$4,300.00	$28.00	$12,040.00	$18.00	$7,740.00	$0.01	$4.30
26	31 2300 - 4.7	Locate Utility	Each	2	$325.00	$650.00	$342.19	$684.38	$200.00	$400.00	$215.00	$430.00	$350.00	$700.00	$0.01	$0.02
27	31 2300 - 4.8	Verify Utility	Each	10	$350.00	$3,500.00	$342.19	$3,421.90	$200.00	$2,000.00	$215.00	$2,150.00	$350.00	$3,500.00	$0.01	$0.10
28	31 2300 - 4.9	Subsurface Utility Exploration	Each	2	$1,500.00	$3,000.00	$342.19	$684.38	$500.00	$1,000.00	$550.00	$1,100.00	$350.00	$700.00	$0.01	$0.02
GRADING																
29	31 2400 - 4.2	Unclassified Excavation	CuYd	320	$13.00	$4,160.00	$19.03	$6,089.60	$9.00	$2,880.00	$7.75	$2,480.00	$15.00	$4,800.00	$13.75	$4,400.00
30	31 2400 - 4.3	Unclassified Excavation, Digouts	CuYd	70	$15.00	$1,050.00	$19.03	$1,332.10	$14.00	$980.00	$12.50	$875.00	$20.00	$1,400.00	$22.00	$1,540.00
31	31 2400 - 4.4	10" Scarify & Recompact Subgrade	SqYd	974	$2.00	$1,948.00	$1.73	$1,685.02	$2.00	$1,948.00	$1.75	$1,704.50	$1.00	$974.00	$2.04	$1,986.96
32	31 2400 - 4.5	Compaction - Moisture Density Tests	Each	8	$235.00	$1,880.00	$267.67	$2,141.36	$175.00	$1,400.00	$165.00	$1,320.00	$250.00	$2,000.00	$247.50	$1,980.00

					Engineer's Estimate		Runge Enterprises, Inc.		Winter Contracting, LLC		Kesteloot Excavating		Underground Connections, LLC		SiteWorks, Inc.	
SPEC. SECTION		DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
		BASE BID														
WATERMAIN																
33	33 1000 - 4.2	Remove Valve Box	Each	3	$300.00	$900.00	$142.76	$428.28	$200.00	$600.00	$110.00	$330.00	$250.00	$750.00	$25.00	$75.00
34	33 1000 - 4.2	Remove Water Main	LF	210	$9.00	$1,890.00	$8.35	$1,753.50	$5.00	$1,050.00	$22.00	$4,620.00	$10.00	$2,100.00	$1.00	$210.00
34	33 1000 - 4.2	Remove and Salvage Fire Hydrant	Each	1	$750.00	$750.00	$356.90	$356.90	$500.00	$500.00	$550.00	$550.00	$500.00	$500.00	$750.00	$750.00
35	33 1000 - 4.3	4" Watermain	LF	68	$55.00	$3,740.00	$36.31	$2,469.08	$50.00	$3,400.00	$64.50	$4,386.00	$65.00	$4,420.00	$45.59	$3,100.12
35	33 1000 - 4.3	6" Watermain	LF	13	$65.00	$845.00	$42.41	$551.33	$60.00	$780.00	$64.50	$838.50	$65.00	$845.00	$51.18	$665.34
36	33 1000 - 4.3	8" Watermain	LF	202	$80.00	$16,160.00	$52.06	$10,516.12	$70.00	$14,140.00	$64.50	$13,029.00	$70.00	$14,140.00	$64.17	$12,962.34
36	33 1000 - 4.4	4" MJ Gate Valve & Box W/ Joint Restraints	Each	2	$2,100.00	$4,200.00	$1,751.39	$3,502.78	$1,800.00	$3,600.00	$1,800.00	$3,600.00	$1,500.00	$3,000.00	$1,578.00	$3,156.00
37	33 1000 - 4.4	6" MJ Gate Valve & Box W/ Joint Restraints	Each	1	$2,800.00	$2,800.00	$2,097.25	$2,097.25	$2,200.00	$2,200.00	$2,200.00	$2,200.00	$2,000.00	$2,000.00	$1,844.25	$1,844.25
37	33 1000 - 4.4	8" MJ Gate Valve & Box W/ Joint Restraints	Each	2	$3,650.00	$7,300.00	$2,942.58	$5,885.16	$3,000.00	$6,000.00	$2,900.00	$5,800.00	$3,000.00	$6,000.00	$2,536.50	$5,073.00
38	33 1000 - 4.5	Adjustment of Valve Box	Each	5	$350.00	$1,750.00	$333.10	$1,665.50	$200.00	$1,000.00	$190.00	$950.00	$220.00	$1,100.00	$220.00	$1,100.00
38	33 1000 - 4.6	8" MJ Cross w/ Joint Restraints	Each	1	$1,300.00	$1,300.00	$1,303.30	$1,303.30	$1,500.00	$1,500.00	$1,350.00	$1,350.00	$1,500.00	$1,500.00	$1,131.77	$1,131.77
39	33 1000 - 4.6	8" MJ Bend (45 Degree) w/ Joint Restraints	Each	4	$1,100.00	$4,400.00	$811.06	$3,244.24	$1,000.00	$4,000.00	$650.00	$2,600.00	$750.00	$3,000.00	$720.68	$2,882.72
39	33 1000 - 4.6	4" MJ Bend (90 Degree) w/ Joint Restraints	Each	4	$800.00	$3,200.00	$537.71	$2,150.84	$600.00	$2,400.00	$430.00	$1,720.00	$600.00	$2,400.00	$436.43	$1,745.72
40	33 1000 - 4.6	8" x 4" MJ Reducer w/ Joint Restraints	Each	2	$950.00	$1,900.00	$654.70	$1,309.40	$800.00	$1,600.00	$650.00	$1,300.00	$500.00	$1,000.00	$519.50	$1,039.00
40	33 1000 - 4.6	8" x 6" MJ Tee w/ Joint Restraints	Each	1	$1,200.00	$1,200.00	$1,004.85	$1,004.85	$1,200.00	$1,200.00	$850.00	$850.00	$850.00	$850.00	$907.05	$907.05
41	33 1000 - 4.6	4" MJ Sleeve w/ Joint Restraints	Each	2	$1,000.00	$2,000.00	$545.99	$1,091.98	$500.00	$1,000.00	$325.00	$650.00	$500.00	$1,000.00	$423.65	$847.30
41	33 1000 - 4.6	8" MJ Sleeve w/ Joint Restraints	Each	2	$1,300.00	$2,600.00	$888.75	$1,777.50	$900.00	$1,800.00	$540.00	$1,080.00	$850.00	$1,700.00	$647.30	$1,294.60
42	33 1000 - 4.8	Cut and Tie To Existing Watermain	Each	4	$2,000.00	$8,000.00	$1,607.73	$6,430.92	$3,500.00	$14,000.00	$2,700.00	$10,800.00	$2,500.00	$10,000.00	$1,500.00	$6,000.00
42	33 1000 - 4.9	Pipe Insulation	LF	16	$55.00	$880.00	$12.61	$201.76	$20.00	$320.00	$10.50	$168.00	$50.00	$800.00	$8.81	$140.96
43	33 1000 - 4.10	Tracer Wire - Water	LF	283	$2.00	$566.00	$0.36	$101.88	$1.00	$283.00	$1.15	$325.45	$1.00	$283.00	$1.37	$387.71
43	33 1000 - 4.7	Fire Hydrant W/ Joint Restraints	Each	1	$6,500.00	$6,500.00	$5,780.24	$5,780.24	$6,500.00	$6,500.00	$7,500.00	$7,500.00	$4,850.00	$4,850.00	$5,973.00	$5,973.00
STORM SEWER																
44	33 4100 - 4.2	Remove Drop Inlet	Each	3	$650.00	$1,950.00	$389.30	$1,167.90	$500.00	$1,500.00	$540.00	$1,620.00	$750.00	$2,250.00	$365.00	$1,095.00
45	33 4100 - 4.2	Remove Storm Sewer Junction Box	Each	1	$750.00	$750.00	$583.94	$583.94	$1,000.00	$1,000.00	$540.00	$540.00	$1,000.00	$1,000.00	$365.00	$365.00
46	33 4100 - 4.2	Remove Storm Sewer Pipe	LF	267	$20.00	$5,340.00	$8.76	$2,338.92	$5.00	$1,335.00	$22.00	$5,874.00	$10.00	$2,670.00	$8.30	$2,216.10
47	33 4100 - 4.3	18" RCP Class 3, Furnish	LF	35	$45.00	$1,575.00	$34.03	$1,191.05	$38.00	$1,330.00	$38.00	$1,330.00	$40.00	$1,400.00	$34.61	$1,211.35
48	33 4100 - 4.3	18" RCP, Install	LF	35	$65.00	$2,275.00	$44.73	$1,565.55	$45.00	$1,575.00	$55.00	$1,925.00	$45.00	$1,575.00	$46.00	$1,610.00
49	33 4100 - 4.3	24" RCP Class 3, Furnish	LF	147	$55.00	$8,085.00	$49.02	$7,205.94	$55.00	$8,085.00	$63.50	$9,334.50	$55.00	$8,085.00	$52.19	$7,671.93
50	33 4100 - 4.3	24" RCP, Install	LF	147	$75.00	$11,025.00	$46.90	$6,894.30	$50.00	$7,350.00	$54.00	$7,938.00	$55.00	$8,085.00	$53.00	$7,791.00
51	33 4100 - 4.5	Connect to Existing Storm Sewer Pipe	Each	2	$2,500.00	$5,000.00	$499.65	$999.30	$2,500.00	$5,000.00	$510.00	$1,020.00	$3,500.00	$7,000.00	$2,150.00	$4,300.00
52	33 4100 - 4.6	Storm Sewer Junction Box, Type 1 (4'X4')	Each	1	$6,500.00	$6,500.00	$7,137.90	$7,137.90	$7,000.00	$7,000.00	$6,500.00	$6,500.00	$6,000.00	$6,000.00	$6,850.00	$6,850.00
53	33 4100 - 4.7	Type B Inlet with Frame and Grate	Each	1	$4,500.00	$4,500.00	$4,520.67	$4,520.67	$5,000.00	$5,000.00	$4,100.00	$4,100.00	$4,300.00	$4,300.00	$4,430.00	$4,430.00
54	33 4100 - 4.7	Special Type B Inlet with Frame and Grate (4'x4')	Each	1	$6,000.00	$6,000.00	$5,948.25	$5,948.25	$7,000.00	$7,000.00	$5,400.00	$5,400.00	$5,250.00	$5,250.00	$5,750.00	$5,750.00
55	33 4100 - 4.7	Sioux Falls Drop Inlet (6'X3')	Each	1	$7,500.00	$7,500.00	$5,115.50	$5,115.50	$8,000.00	$8,000.00	$4,600.00	$4,600.00	$6,250.00	$6,250.00	$4,980.00	$4,980.00
56	33 4100 - 4.8	Adjust Junction Box	Each	1	$1,000.00	$1,000.00	$334.48	$334.48	$500.00	$500.00	$1,070.00	$1,070.00	$1,000.00	$1,000.00	$990.00	$990.00
57	33 4100 - 4.8	Adjust Drop Inlet	Each	2	$400.00	$800.00	$416.38	$832.76	$500.00	$1,000.00	$510.00	$1,020.00	$1,000.00	$2,000.00	$385.00	$770.00
SANITARY SEWER																
58	33 3000 - 4.2	Remove Sanitary Sewer Manhole	Each	1	$900.00	$900.00	$875.92	$875.92	$500.00	$500.00	$540.00	$540.00	$1,000.00	$1,000.00	$525.00	$525.00
59	33 3000 - 4.3	8" Dia Gravity Sewer Pipe	LF	88	$90.00	$7,920.00	$71.53	$6,294.64	$100.00	$8,800.00	$70.00	$6,160.00	$85.00	$7,480.00	$59.05	$5,196.40
60	33 3000 - 4.3	12" Dia Gravity Sewer Pipe	LF	12	$115.00	$1,380.00	$93.96	$1,127.52	$200.00	$2,400.00	$60.00	$720.00	$125.00	$1,500.00	$83.70	$1,004.40
61	33 3000 - 4.5	48" Dia Sanitary Sewer Manole	Each	1	$7,500.00	$7,500.00	$4,494.80	$4,494.80	$8,000.00	$8,000.00	$7,000.00	$7,000.00	$5,000.00	$5,000.00	$6,259.99	$6,259.99
62	33 3000 - 4.6	Additional Vertical Feet Manhole	VF	4.3	$400.00	$1,720.00	$310.21	$1,333.90	$350.00	$1,505.00	$540.00	$2,322.00	$200.00	$860.00	$503.71	$2,165.95
63	33 3000 - 4.7	Manhole Drop Section	Each	1	$3,000.00	$3,000.00	$1,955.57	$1,955.57	$2,500.00	$2,500.00	$2,050.00	$2,050.00	$3,500.00	$3,500.00	$1,964.38	$1,964.38
64	33 3000 - 4.8	Connect to Existing Sanitary Sewer Pipe	Each	4	$1,500.00	$6,000.00	$481.17	$1,924.68	$1,500.00	$6,000.00	$635.00	$2,540.00	$1,000.00	$4,000.00	$256.50	$1,026.00
65	33 3000 - 4.9	Adjustment of Manhole and Cover	Each	1	$900.00	$900.00	$1,219.39	$1,219.39	$700.00	$700.00	$810.00	$810.00	$675.00	$675.00	$660.00	$660.00
66	33 3000 - 4.10	Tracer Wire - Sanitary	LF	100	$2.00	$200.00	$0.36	$36.00	$1.00	$100.00	$1.10	$110.00	$1.00	$100.00	$1.40	$140.00
67	33 3000 - 4.14	Sanitary Sewer Temporary Bypass	LS	1	$6,000.00	$6,000.00	$3,306.74	$3,306.74	$5,000.00	$5,000.00	$14,000.00	$14,000.00	$5,000.00	$5,000.00	$1,050.00	$1,050.00

					Engineer's Estimate		Runge Enterprises, Inc.		Winter Contracting, LLC		Kesteloot Excavating		Underground Connections, LLC		SiteWorks, Inc.	
SPEC. SECTION		DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
		BASE BID														
SURFACING																
68	32 1123 - 4.1	Base Course	Ton	430	$27.50	$11,825.00	$26.00	$11,180.00	$23.00	$9,890.00	$19.25	$8,277.50	$28.00	$12,040.00	$26.51	$11,399.30
69	31 2400 - 4.6	Subbase Foundation Aggregate	Ton	440	$36.00	$15,840.00	$26.00	$11,440.00	$23.00	$10,120.00	$19.25	$8,470.00	$28.00	$12,320.00	$26.27	$11,558.80
70	32 1123 - 4.2	Geotextile Fabric For Subgrade Stabilization	SqYd	974	$4.50	$4,383.00	$3.15	$3,068.10	$4.00	$3,896.00	$3.25	$3,165.50	$4.00	$3,896.00	$5.34	$5,201.16
71	32 1216 - 4.1	4" Asphalt Concrete	SqYd	802	$40.50	$32,481.00	$52.34	$41,976.68	$40.00	$32,080.00	$46.00	$36,892.00	$38.00	$30,476.00	$38.50	$30,877.00
72	32 1216 - 4.2	Asphalt Concrete Sampling and Testing	Each	1	$375.00	$375.00	$1,070.69	$1,070.69	$650.00	$650.00	$600.00	$600.00	$1,000.00	$1,000.00	$990.00	$990.00
73	32 1613 - 4.1	Concrete Curb & Gutter	LF	302	$29.00	$8,758.00	$40.45	$12,215.90	$37.00	$11,174.00	$37.00	$11,174.00	$49.00	$14,798.00	$37.40	$11,294.80
74	32 1613 - 4.2	Concrete Valley Gutter, 6" Thick	SqYd	22	$125.00	$2,750.00	$123.55	$2,718.10	$115.00	$2,530.00	$112.00	$2,464.00	$185.00	$4,070.00	$114.40	$2,516.80
75	32 1613 - 4.3	Concrete Fillet Section, 6" Thick	SqYd	29	$125.00	$3,625.00	$123.55	$3,582.95	$120.00	$3,480.00	$112.00	$3,248.00	$185.00	$5,365.00	$116.60	$3,381.40
76	32 1613 - 4.4	4" Concrete Sidewalk	SqFt	787	$8.25	$6,492.75	$10.89	$8,570.43	$11.00	$8,657.00	$10.00	$7,870.00	$11.00	$8,657.00	$10.45	$8,224.15
77	32 1613 - 4.6	Concrete Sampling and Testing	Each	3	$550.00	$1,650.00	$594.83	$1,784.49	$500.00	$1,500.00	$480.00	$1,440.00	$550.00	$1,650.00	$550.00	$1,650.00
78	32 1613 - 4.7	Type A Detectable Warnings	SqFt	64	$100.00	$6,400.00	$109.21	$6,989.44	$100.00	$6,400.00	$100.00	$6,400.00	$38.00	$2,432.00	$100.65	$6,441.60
				TOTAL:		$348,506.50		$319,352.16		$325,532.00		$330,589.45		$355,628.75		$345,192.19

Denotes Bid Price Extension Adjustment

BID TABULATION

PROJECT Madison Water System Improvements - Segment 9
LOCATION Madison, SD
BID DATE July 29, 2025

					605 Companies, Inc.		LL and Sons Excavating, Inc.		Rounds Construction		First Rate Excavate, Inc.		Alliance Construction	
SPEC. SECTION		DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
		BASE BID												
GENERAL														
1	01 7113 - 2.1	Mobilization	LS	1	$40,000.00	$40,000.00	$36,000.00	$36,000.00	$32,849.26	$32,849.26	$87,488.36	$87,488.36	$82,907.00	$82,907.00
2	31 1000 - 4.1	Clearing	LS	1	$1,250.00	$1,250.00	$2,100.00	$2,100.00	$4,000.00	$4,000.00	$1,000.00	$1,000.00	$1,650.00	$1,650.00
3	01 0000 - 5.4	Traffic Control Signs	SqFt	130	$5.00	$650.00	$4.28	$556.40	$4.46	$579.80	$4.40	$572.00	$4.40	$572.00
4	01 0000 - 5.4	Traffic Control, Miscellaneous	LS	1	$6,250.00	$6,250.00	$5,515.00	$5,515.00	$5,742.78	$5,742.78	$5,676.00	$5,676.00	$5,676.00	$5,676.00
5	01 0000 - 5.4	Type 2 Barricade	Each	16	$125.00	$2,000.00	$107.00	$1,712.00	$111.30	$1,780.80	$110.00	$1,760.00	$110.00	$1,760.00
6	01 0000 - 5.4	Type 3 Barricade, 6' Double Sided	Each	4	$125.00	$500.00	$107.00	$428.00	$111.30	$445.20	$110.00	$440.00	$110.00	$440.00
7	01 0000 - 5.4	Type 3 Barricade, 8' Double Sided	Each	17	$125.00	$2,125.00	$107.00	$1,819.00	$111.30	$1,892.10	$110.00	$1,870.00	$110.00	$1,870.00
8	01 0000 - 7.1	Sweeping	Hr	10	$175.00	$1,750.00	$150.00	$1,500.00	$200.00	$2,000.00	$85.00	$850.00	$137.50	$1,375.00
EROSION														
9	31 2400 - 4.7	Placing Contractor Furnished Topsoil	CuYd	49	$45.00	$2,205.00	$42.05	$2,060.45	$41.77	$2,046.73	$40.00	$1,960.00	$44.00	$2,156.00
10	32 9200 - 4.1	Seeding	Lb	32	$21.50	$688.00	$10.70	$342.40	$40.04	$1,281.28	$34.38	$1,100.16	$34.38	$1,100.16
11	32 9200 - 4.3	Fertilizing	Lb	19	$20.50	$389.50	$2.15	$40.85	$5.16	$98.04	$1.10	$20.90	$1.10	$20.90
12	32 9200 - 4.2	Hydro-Mulching	Ton	0.3	$2,250.00	$675.00	$3,200.00	$960.00	$4,575.42	$1,372.63	$1,833.67	$550.10	$1,833.34	$550.00
13	31 2500 - 4.1	Inlet Protection	Each	6	$225.00	$1,350.00	$130.00	$780.00	$166.95	$1,001.70	$104.50	$627.00	$104.50	$627.00
14	31 2500 - 4.2	Temporary Vehicle Tracking Control	Each	1	$2,250.00	$2,250.00	$1,250.00	$1,250.00	$556.47	$556.47	$800.00	$800.00	$1,100.00	$1,100.00
15	31 2500 - 4.3	Concrete Washout Area	Each	1	$650.00	$650.00	$1,250.00	$1,250.00	$111.30	$111.30	$200.00	$200.00	$825.00	$825.00
16	31 2500 - 4.4	Manhole Construction Plate Marker	Each	3	$275.00	$825.00	$250.00	$750.00	$222.59	$667.77	$300.00	$900.00	$220.00	$660.00
17	31 2500 - 4.5	Silt Fence	LF	30	$3.50	$105.00	$15.00	$450.00	$5.57	$167.10	$6.60	$198.00	$6.60	$198.00
REMOVALS														
18	31 2300 - 4.2	Remove Concrete Curb and Gutter	LF	353	$7.50	$2,647.50	$10.35	$3,653.55	$7.89	$2,785.17	$7.00	$2,471.00	$3.63	$1,281.39
19	31 2300 - 4.2	Remove Asphalt Concrete Pavement	SqYd	842	$6.00	$5,052.00	$4.15	$3,494.30	$7.42	$6,247.64	$4.00	$3,368.00	$3.30	$2,778.60
20	31 2300 - 4.2	Remove Concrete Sidewalk	SqYd	80	$6.75	$540.00	$10.30	$824.00	$12.46	$996.80	$5.00	$400.00	$6.60	$528.00
21	31 2300 - 4.2	Salvage Traffic Sign for Reset	Each	1	$12.00	$12.00	$155.00	$155.00	$11.13	$11.13	$11.00	$11.00	$11.00	$11.00
22	31 2300 - 4.2	Saw Existing Asphalt	LF	162	$4.00	$648.00	$3.00	$486.00	$4.14	$670.68	$6.60	$1,069.20	$6.60	$1,069.20
23	31 2300 - 4.2	Saw Existing Concrete	LF	58	$8.25	$478.50	$6.20	$359.60	$6.92	$401.36	$11.00	$638.00	$12.10	$701.80
TRENCHING, EXCAVATION, BACKFILLING														
24	31 2300 - 4.5	Trench Stabilization Material	Ton	110	$45.00	$4,950.00	$17.20	$1,892.00	$50.38	$5,541.80	$45.00	$4,950.00	$55.00	$6,050.00
25	31 2300 - 4.6	Imported Trench Backfill Material	Ton	430	$17.00	$7,310.00	$17.20	$7,396.00	$15.88	$6,828.40	$35.00	$15,050.00	$19.80	$8,514.00
26	31 2300 - 4.7	Locate Utility	Each	2	$350.00	$700.00	$210.00	$420.00	$595.41	$1,190.82	$150.00	$300.00	$550.00	$1,100.00
27	31 2300 - 4.8	Verify Utility	Each	10	$350.00	$3,500.00	$210.00	$2,100.00	$476.33	$4,763.30	$150.00	$1,500.00	$275.00	$2,750.00
28	31 2300 - 4.9	Subsurface Utility Exploration	Each	2	$750.00	$1,500.00	$365.00	$730.00	$1,703.55	$3,407.10	$250.00	$500.00	$1,870.00	$3,740.00
GRADING														
29	31 2400 - 4.2	Unclassified Excavation	CuYd	320	$28.50	$9,120.00	$34.20	$10,944.00	$12.00	$3,840.00	$8.50	$2,720.00	$27.50	$8,800.00
30	31 2400 - 4.3	Unclassified Excavation, Digouts	CuYd	70	$42.75	$2,992.50	$38.00	$2,660.00	$21.40	$1,498.00	$8.50	$595.00	$31.90	$2,233.00
31	31 2400 - 4.4	10" Scarify & Recompact Subgrade	SqYd	974	$6.00	$5,844.00	$4.15	$4,042.10	$0.20	$194.80	$0.75	$730.50	$3.30	$3,214.20
32	31 2400 - 4.5	Compaction - Moisture Density Tests	Each	8	$275.00	$2,200.00	$166.00	$1,328.00	$173.00	$1,384.00	$171.00	$1,368.00	$247.50	$1,980.00

					605 Companies, Inc.		LL and Sons Excavating, Inc.		Rounds Construction		First Rate Excavate, Inc.		Alliance Construction	
SPEC. SECTION		DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
		BASE BID												
WATERMAIN														
33	33 1000 - 4.2	Remove Valve Box	Each	3	$350.00	$1,050.00	$311.00	$933.00	$270.51	$811.53	$225.00	$675.00	$275.00	$825.00
34	33 1000 - 4.2	Remove Water Main	LF	210	$14.00	$2,940.00	$10.35	$2,173.50	$7.71	$1,619.10	$5.00	$1,050.00	$22.00	$4,620.00
34	33 1000 - 4.2	Remove and Salvage Fire Hydrant	Each	1	$650.00	$650.00	$415.00	$415.00	$541.02	$541.02	$500.00	$500.00	$880.00	$880.00
35	33 1000 - 4.3	4" Watermain	LF	68	$42.00	$2,856.00	$105.00	$7,140.00	$55.27	$3,758.36	$51.00	$3,468.00	$134.86	$9,170.48
35	33 1000 - 4.3	6" Watermain	LF	13	$56.00	$728.00	$110.00	$1,430.00	$77.57	$1,008.41	$60.00	$780.00	$130.35	$1,694.55
36	33 1000 - 4.3	8" Watermain	LF	202	$60.00	$12,120.00	$100.00	$20,200.00	$86.05	$17,382.10	$71.00	$14,342.00	$199.98	$40,395.96
36	33 1000 - 4.4	4" MJ Gate Valve & Box W/ Joint Restraints	Each	2	$1,575.00	$3,150.00	$2,335.00	$4,670.00	$1,761.10	$3,522.20	$1,830.00	$3,660.00	$2,107.05	$4,214.10
37	33 1000 - 4.4	6" MJ Gate Valve & Box W/ Joint Restraints	Each	1	$1,875.00	$1,875.00	$2,620.00	$2,620.00	$2,240.37	$2,240.37	$2,280.00	$2,280.00	$2,744.50	$2,744.50
37	33 1000 - 4.4	8" MJ Gate Valve & Box W/ Joint Restraints	Each	2	$2,825.00	$5,650.00	$3,358.00	$6,716.00	$2,943.72	$5,887.44	$3,075.00	$6,150.00	$3,644.85	$7,289.70
38	33 1000 - 4.5	Adjustment of Valve Box	Each	5	$250.00	$1,250.00	$520.00	$2,600.00	$360.57	$1,802.85	$485.00	$2,425.00	$192.50	$962.50
38	33 1000 - 4.6	8" MJ Cross w/ Joint Restraints	Each	1	$1,000.00	$1,000.00	$1,670.00	$1,670.00	$1,573.20	$1,573.20	$1,231.00	$1,231.00	$1,315.27	$1,315.27
39	33 1000 - 4.6	8" MJ Bend (45 Degree) w/ Joint Restraints	Each	4	$550.00	$2,200.00	$708.00	$2,832.00	$875.23	$3,500.92	$693.00	$2,772.00	$695.75	$2,783.00
39	33 1000 - 4.6	4" MJ Bend (90 Degree) w/ Joint Restraints	Each	4	$400.00	$1,600.00	$512.00	$2,048.00	$573.97	$2,295.88	$522.00	$2,088.00	$486.75	$1,947.00
40	33 1000 - 4.6	8" x 4" MJ Reducer w/ Joint Restraints	Each	2	$475.00	$950.00	$590.00	$1,180.00	$679.17	$1,358.34	$592.00	$1,184.00	$572.00	$1,144.00
40	33 1000 - 4.6	8" x 6" MJ Tee w/ Joint Restraints	Each	1	$750.00	$750.00	$1,015.00	$1,015.00	$1,136.17	$1,136.17	$918.00	$918.00	$911.35	$911.35
41	33 1000 - 4.6	4" MJ Sleeve w/ Joint Restraints	Each	2	$600.00	$1,200.00	$340.00	$680.00	$1,116.73	$2,233.46	$506.00	$1,012.00	$467.50	$935.00
41	33 1000 - 4.6	8" MJ Sleeve w/ Joint Restraints	Each	2	$725.00	$1,450.00	$585.00	$1,170.00	$1,564.88	$3,129.76	$720.00	$1,440.00	$872.85	$1,745.70
42	33 1000 - 4.8	Cut and Tie To Existing Watermain	Each	4	$725.00	$2,900.00	$2,625.00	$10,500.00	$1,623.04	$6,492.16	$2,060.00	$8,240.00	$1,356.30	$5,425.20
42	33 1000 - 4.9	Pipe Insulation	LF	16	$22.00	$352.00	$21.00	$336.00	$13.46	$215.36	$15.00	$240.00	$23.65	$378.40
43	33 1000 - 4.10	Tracer Wire - Water	LF	283	$1.25	$353.75	$0.60	$169.80	$0.58	$164.14	$0.58	$164.14	$1.99	$563.17
43	33 1000 - 4.7	Fire Hydrant W/ Joint Restraints	Each	1	$7,575.00	$7,575.00	$6,650.00	$6,650.00	$6,564.22	$6,564.22	$5,668.00	$5,668.00	$6,432.80	$6,432.80
STORM SEWER														
44	33 4100 - 4.2	Remove Drop Inlet	Each	3	$550.00	$1,650.00	$1,250.00	$3,750.00	$541.02	$1,623.06	$800.00	$2,400.00	$330.00	$990.00
45	33 4100 - 4.2	Remove Storm Sewer Junction Box	Each	1	$575.00	$575.00	$1,657.00	$1,657.00	$811.52	$811.52	$800.00	$800.00	$440.00	$440.00
46	33 4100 - 4.2	Remove Storm Sewer Pipe	LF	267	$9.00	$2,403.00	$20.75	$5,540.25	$13.71	$3,660.57	$10.00	$2,670.00	$40.15	$10,720.05
47	33 4100 - 4.3	18" RCP Class 3, Furnish	LF	35	$38.00	$1,330.00	$33.85	$1,184.75	$48.29	$1,690.15	$35.00	$1,225.00	$42.57	$1,489.95
48	33 4100 - 4.3	18" RCP, Install	LF	35	$41.50	$1,452.50	$125.65	$4,397.75	$59.52	$2,083.20	$46.00	$1,610.00	$84.70	$2,964.50
49	33 4100 - 4.3	24" RCP Class 3, Furnish	LF	147	$55.00	$8,085.00	$48.75	$7,166.25	$65.18	$9,581.46	$50.00	$7,350.00	$47.47	$6,978.09
50	33 4100 - 4.3	24" RCP, Install	LF	147	$44.00	$6,468.00	$111.00	$16,317.00	$75.75	$11,135.25	$53.00	$7,791.00	$106.70	$15,684.90
51	33 4100 - 4.5	Connect to Existing Storm Sewer Pipe	Each	2	$2,000.00	$4,000.00	$2,100.00	$4,200.00	$2,738.61	$5,477.22	$1,100.00	$2,200.00	$1,760.00	$3,520.00
52	33 4100 - 4.6	Storm Sewer Junction Box, Type 1 (4'X4')	Each	1	$6,875.00	$6,875.00	$6,550.00	$6,550.00	$7,363.02	$7,363.02	$6,600.00	$6,600.00	$7,150.00	$7,150.00
53	33 4100 - 4.7	Type B Inlet with Frame and Grate	Each	1	$5,050.00	$5,050.00	$4,200.00	$4,200.00	$3,831.23	$3,831.23	$4,180.00	$4,180.00	$5,665.00	$5,665.00
54	33 4100 - 4.7	Special Type B Inlet with Frame and Grate (4'x4')	Each	1	$7,250.00	$7,250.00	$7,300.00	$7,300.00	$6,775.52	$6,775.52	$5,500.00	$5,500.00	$6,875.00	$6,875.00
55	33 4100 - 4.7	Sioux Falls Drop Inlet (6'X3')	Each	1	$6,575.00	$6,575.00	$7,000.00	$7,000.00	$7,626.74	$7,626.74	$4,730.00	$4,730.00	$7,865.00	$7,865.00
56	33 4100 - 4.8	Adjust Junction Box	Each	1	$1,200.00	$1,200.00	$875.00	$875.00	$1,040.91	$1,040.91	$750.00	$750.00	$1,100.00	$1,100.00
57	33 4100 - 4.8	Adjust Drop Inlet	Each	2	$1,200.00	$2,400.00	$886.00	$1,772.00	$556.47	$1,112.94	$385.00	$770.00	$495.00	$990.00
SANITARY SEWER														
58	33 3000 - 4.2	Remove Sanitary Sewer Manhole	Each	1	$1,100.00	$1,100.00	$2,100.00	$2,100.00	$1,098.81	$1,098.81	$800.00	$800.00	$1,375.00	$1,375.00
59	33 3000 - 4.3	8" Dia Gravity Sewer Pipe	LF	88	$102.25	$8,998.00	$125.00	$11,000.00	$70.53	$6,206.64	$69.00	$6,072.00	$359.26	$31,614.88
60	33 3000 - 4.3	12" Dia Gravity Sewer Pipe	LF	12	$100.75	$1,209.00	$135.00	$1,620.00	$204.49	$2,453.88	$94.00	$1,128.00	$498.85	$5,986.20
61	33 3000 - 4.5	48" Dia Sanitary Sewer Manole	Each	1	$6,150.00	$6,150.00	$10,665.00	$10,665.00	$13,210.96	$13,210.96	$5,636.00	$5,636.00	$10,825.10	$10,825.10
62	33 3000 - 4.6	Additional Vertical Feet Manhole	VF	4.3	$600.00	$2,580.00	$734.00	$3,156.20	$490.01	$2,107.04	$264.00	$1,135.20	$723.47	$3,110.92
63	33 3000 - 4.7	Manhole Drop Section	Each	1	$1,350.00	$1,350.00	$2,100.00	$2,100.00	$1,355.74	$1,355.74	$2,375.00	$2,375.00	$4,106.30	$4,106.30
64	33 3000 - 4.8	Connect to Existing Sanitary Sewer Pipe	Each	4	$1,275.00	$5,100.00	$2,200.00	$8,800.00	$1,744.85	$6,979.40	$2,246.00	$8,984.00	$1,441.00	$5,764.00
65	33 3000 - 4.9	Adjustment of Manhole and Cover	Each	1	$1,000.00	$1,000.00	$1,650.00	$1,650.00	$1,589.65	$1,589.65	$770.00	$770.00	$825.00	$825.00
66	33 3000 - 4.10	Tracer Wire - Sanitary	LF	100	$1.25	$125.00	$0.60	$60.00	$0.58	$58.00	$0.58	$58.00	$5.84	$584.00
67	33 3000 - 4.14	Sanitary Sewer Temporary Bypass	LS	1	$4,000.00	$4,000.00	$12,500.00	$12,500.00	$5,577.84	$5,577.84	$30,000.00	$30,000.00	$10,450.00	$10,450.00

					605 Companies, Inc.		LL and Sons Excavating, Inc.		Rounds Construction		First Rate Excavate, Inc.		Alliance Construction	
SPEC. SECTION		DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
		BASE BID												
SURFACING														
68	32 1123 - 4.1	Base Course	Ton	430	$29.50	$12,685.00	$34.75	$14,942.50	$25.06	$10,775.80	$27.00	$11,610.00	$28.60	$12,298.00
69	31 2400 - 4.6	Subbase Foundation Aggregate	Ton	440	$36.50	$16,060.00	$26.75	$11,770.00	$42.60	$18,744.00	$40.00	$17,600.00	$39.60	$17,424.00
70	32 1123 - 4.2	Geotextile Fabric For Subgrade Stabilization	SqYd	974	$4.25	$4,139.50	$4.00	$3,896.00	$3.10	$3,019.40	$3.00	$2,922.00	$3.85	$3,749.90
71	32 1216 - 4.1	4" Asphalt Concrete	SqYd	802	$52.25	$41,904.50	$47.03	$37,718.06	$49.43	$39,642.86	$49.50	$39,699.00	$47.30	$37,934.60
72	32 1216 - 4.2	Asphalt Concrete Sampling and Testing	Each	1	$1,100.00	$1,100.00	$587.86	$587.86	$834.71	$834.71	$605.00	$605.00	$990.00	$990.00
73	32 1613 - 4.1	Concrete Curb & Gutter	LF	302	$56.00	$16,912.00	$27.70	$8,365.40	$38.96	$11,765.92	$37.40	$11,294.80	$51.15	$15,447.30
74	32 1613 - 4.2	Concrete Valley Gutter, 6" Thick	SqYd	22	$150.00	$3,300.00	$85.22	$1,874.84	$166.95	$3,672.90	$114.25	$2,513.50	$192.50	$4,235.00
75	32 1613 - 4.3	Concrete Fillet Section, 6" Thick	SqYd	29	$150.00	$4,350.00	$85.22	$2,471.38	$278.24	$8,068.96	$116.45	$3,377.05	$192.50	$5,582.50
76	32 1613 - 4.4	4" Concrete Sidewalk	SqFt	787	$14.50	$11,411.50	$5.75	$4,525.25	$22.26	$17,518.62	$10.07	$7,925.09	$11.00	$8,657.00
77	32 1613 - 4.6	Concrete Sampling and Testing	Each	3	$650.00	$1,950.00	$481.00	$1,443.00	$514.74	$1,544.22	$495.00	$1,485.00	$550.00	$1,650.00
78	32 1613 - 4.7	Type A Detectable Warnings	SqFt	64	$82.50	$5,280.00	$100.92	$6,458.88	$61.22	$3,918.08	$101.00	$6,464.00	$38.50	$2,464.00
				TOTAL:		$369,774.75		$394,761.32		$387,547.17		$413,000.00		$502,122.12

Denotes Bid Price Extension Adjustment

RUNGE
Enterprises, Inc
4801 North Velocity Avenue
P.O. Box 86490 Sioux Falls,SD 57118-6490
Ph: 605-334-4833 Fax 605-334-1989

-Grading
-Site Development
-Clearing
-Demolition
-Trucking
-Sewer
-Water

TO: City of Madison
503 S. Highland Avenue
Madison, SD 57042

DATE: 7/29/2025

PROJECT: Madison Segment 9 Street and Utility Improvements
Madison, South Dakota

Item No.	Spec. Section	Description	Quantity	Unit	Unit Bid Price	Amount Bid
GENERAL						
1	01 7113 - 2.1	Mobilization	1	LS	38,277.81	38,277.81
2	31 1000 - 4.1	Clearing	1	LS	583.94	583.94
3	01 0000 - 5.4	Traffic Control Signs	130	SqFt	4.76	618.80
4	01 0000 - 5.4	Traffic Control, Miscellaneous	1	LS	6,138.59	6,138.59
5	01 0000 - 5.4	Type 2 Barricade	16	Each	118.97	1,903.52
6	01 0000 - 5.4	Type 3 Barricade, 6' Double Sided	4	Each	118.97	475.88
7	01 0000 - 5.4	Type 3 Barricade, 8' Double Sided	17	Each	118.97	2,022.49
8	01 0000 - 7.1	Sweeping	10	Hr	160.00	1,600.00
EROSION CONTROL						
9	31 2400 - 4.7	Placing Contractor Furnished Topsoil	49	CuYd	30.00	1,470.00
10	32 9200 - 4.1	Seeding	32	Lb	37.18	1,189.76
11	32 9200 - 4.3	Fertilizing	19	Lb	1.19	22.61
12	32 9200 - 4.2	Hydro-Mulching	0.3	Ton	1,982.75	594.83
13	31 2500 - 4.1	Inlet Protection	6	Each	113.02	678.12
14	31 2500 - 4.2	Temporary Vehicle Tracking Control	1	Each	850.00	850.00
15	31 2500 - 4.3	Concrete Washout Area	1	Each	407.34	407.34
16	31 2500 - 4.4	Manhole Construction Plate Marker	3	Each	142.76	428.28
17	31 2500 - 4.5	Silt Fence	30	LF	7.14	214.20
REMOVALS						
18	31 2300 - 4.2	Remove Concrete Curb and Gutter	353	LF	6.52	2,301.56
19	31 2300 - 4.2	Remove Asphalt Concrete Pavement	842	SqYd	6.70	5,641.40
20	31 2300 - 4.2	Remove Concrete Sidewalk	80	SqYd	7.30	584.00
21	31 2300 - 4.2	Salvage Traffic Sign for Reset	1	Each	11.90	11.90
22	31 2300 - 4.2	Saw Existing Asphalt	162	LF	8.33	1,349.46
23	31 2300 - 4.2	Saw Existing Concrete	58	LF	17.84	1,034.72
TRENCHING, EXCAVATION, BACKFILLING						
24	31 2300 - 4.5	Trench Stabilization Material	110	Ton	15.35	1,688.50
25	31 2300 - 4.6	Imported Trench Backfill Material	430	Ton	15.35	6,600.50
26	31 2300 - 4.7	Locate Utility	2	Each	342.19	684.38
27	31 2300 - 4.8	Verify Utility	10	Each	342.19	3,421.90
28	31 2300 - 4.9	Subsurface Utility Exploration	2	Each	342.19	684.38
GRADING						
29	31 2400 - 4.2	Unclassified Excavation	320	CuYd	19.03	6,089.60
30	31 2400 - 4.3	Unclassified Excavation, Digouts	70	CuYd	19.03	1,332.10
31	31 2400 - 4.4	10" Scarify & Recompact Subgrade	974	SqYd	1.73	1,685.02

Item No.	Spec. Section	Description	Quantity	Unit	Unit Bid Price	Amount Bid
32	31 2400 - 4.5	Compaction - Moisture Density Tests	8	Each	267.67	2,141.36
WATERMAIN						
33	331000-4.2	Remove Valve Box	3	Each	142.76	428.28
34	331000-4.2	Remove Water Main	210	LF	8.35	1,753.50
35	331000-4.2	Remove and Salvage Fire Hydrant	1	Each	356.90	356.90
36	331000-4.3	4" Watermain	68	LF	36.31	2,469.08
37	331000-4.3	6" Watermain	13	LF	42.41	551.33
38	331000-4.3	8" Watermain	202	LF	52.06	10,516.12
39	331000-4.4	4" MJ Gate Valve & Box W/Joint Restraints	2	Each	1,751.39	3,502.78
40	331000-4.4	6" MJ Gate Valve & Box W/Joint Restraints	1	Each	2,097.25	2,097.25
41	331000-4.4	8" MJ Gate Valve & Box W/Joint Restraints	2	Each	2,942.58	5,885.16
42	33 1000 -4.5	Adjustment of Valve Box	5	Each	333.10	1,665.50
43	33 1000 -4.6	8" MJ Cross W/Joint Restraints	1	Each	1,303.30	1,303.30
44	33 1000 -4.6	8" MJ Bend(45 Degree) W/Joint Restraints	4	Each	811.06	3,244.24
45	33 1000 -4.6	4" MJ Bend(90 Degree) W/Joint Restraints	4	Each	537.71	2,150.84
46	33 1000 -4.6	8"x4" MJ Reducer W/Joint Restraints	2	Each	654.70	1,309.40
47	33 1000 -4.6	8"x6" MJ Tee W/Joint Restraints	1	Each	1,004.85	1,004.85
48	33 1000 -4.6	4" MJ Sleeve W/Joint Restraints	2	Each	545.99	1,091.98
49	33 1000 -4.6	8" MJ Sleeve W/Joint Restraints	2	Each	888.75	1,777.50
50	33 1000 -4.8	Cut and Tie To Existing Watermain	4	Each	1,607.73	6,430.92
51	33 1000 -4.9	Pipe Insulation	16	LF	12.61	201.76
52	33 1000 -4.10	Tracer Wire-Water	283	LF	0.36	101.88
53	33 1000 -4.7	Fire Hydrant W/Joint Restraints	1	Each	5,780.24	5,780.24
STORM SEWER						
54	33 4100 - 4.2	Remove Drop Inlet	3	Each	389.30	1,167.90
55	33 4100 - 4.2	Remove Storm Sewer Junction Box	1	Each	583.94	583.94
56	33 4100 - 4.2	Remove Storm Sewer Pipe	267	LF	8.76	2,338.92
57	33 4100 - 4.3	18" RCP Class 3, Furnish	35	LF	34.03	1,191.05
58	33 4100 - 4.3	18" RCP, Install	35	LF	44.73	1,565.55
59	33 4100 - 4.3	24" RCP Class 3, Furnish	147	LF	49.02	7,205.94
60	33 4100 - 4.3	24" RCP, Install	147	LF	46.90	6,894.30
61	33 4100 - 4.5	Connect to Existing Storm Sewer Pipe	2	Each	499.65	999.30
62	33 4100 - 4.6	Storm Sewer Junction Box, Type1 (4'X4')	1	Each	7,137.90	7,137.90
63	33 4100 - 4.7	Type B Inlet with Frame and Grate	1	Each	4,520.67	4,520.67
64	33 4100 - 4.7	Special Type B Inlet with Frame and Grate (4'x4')	1	Each	5,948.25	5,948.25
65	33 4100 - 4.7	Sioux Falls Drop Inlet (6'X3')	1	Each	5,115.50	5,115.50
66	33 4100 - 4.8	Adjust Junction Box	1	Each	334.48	334.48
67	33 4100 - 4.8	Adjust Drop Inlet	2	Each	416.38	832.76
SANITARY SEWER						
68	333000-4.2	Remove Sanitary Sewer Manhole	1	Each	875.92	875.92
69	333000-4.3	8" Dia Gravity Sewer Pipe	88	LF	71.53	6,294.64
70	333000-4.3	12" Dia Gravity Sewer Pipe	12	LF	93.96	1,127.52
71	333000-4.5	48" Dia Sanitary Sewer Manole	1	Each	4,494.80	4,494.80
72	333000-4.6	Additional Vertical Feet Manhole	4.3	VF	310.21	1,333.90
73	333000-4.7	Manhole Drop Section	1	Each	1,955.57	1,955.57
74	333000-4.8	Connect to Existing Sanitary Sewer Pipe	4	Each	481.17	1,924.68
75	333000-4.9	Adjustment of Manhole and Cover	1	Each	1,219.39	1,219.39
76	33 3000 -4.10	Tracer Wire-Sanitary	100	LF	0.36	36.00
77	33 3000 -4.14	Sanitary Sewer Temporary Bypass	1	LS	3,306.74	3,306.74
SURFACING						
78	321123-4.1	Base Course	430	Ton	26.00	11,180.00
79	312400-4.6	Subbase Foundation Aggregate	440	Ton	26.00	11,440.00

Item No.	Spec. Section	Description	Quantity	Unit	Unit Bid Price	Amount Bid
80	321123-4.2	Geotextile Fabric For Subgrade Stabilization	974	SqYd	3.15	3,068.10
81	321216-4.1	4" Asphalt Concrete	802	SqYd	52.34	41,976.68
82	321216-4.2	Asphalt Concrete Sampling and Testing	1	Each	1,070.69	1,070.69
83	321613-4.1	Concrete Curb & Gutter	302	LF	40.45	12,215.90
84	321613-4.2	Concrete Valley Gutter, 6" Thick	22	SqYd	123.55	2,718.10
85	321613-4.3	Concrete Fillet Section, 6" Thick	29	SqYd	123.55	3,582.95
86	321613-4.4	4" Concrete Sidewalk	787	SqFt	10.89	8,570.43
87	321613-4.6	Concrete Sampling and Testing	3	Each	594.83	1,784.49
88	321613-4.7	Type A Detectable Warnings	64	SqFt	109.21	6,989.44
					Total of All Unit Price Bid Items:	**$ 319,352.16**

RUNGE ENTERPRISES INC.
P.O. Box 86490
Sioux Falls, SD 57118
Phone: 605-334-4833
bob@runge-enterprises.com

Signature

Updates

August 2025

THE CITY OF MADISON

Discover the Unexpected

Active Projects

UTILITIES & PUBLIC WORKS

- Smart Cities AMI (in progress)
- Sidewalk Projects (in progress)
- Restricted Use Site Development (on hold)

COMMUNICATION & ENGAGEMENT

- Parks Master Plan Survey (NEW-in progress)
- Update Personnel Manual (in progress)
- Awareness Campaigns (in progress)
- Secure SD (in progress)

FACILITIES

- Library Ramps (in progress)

MAJOR INFRASTRUCTURE PROJECTS

(DETAILS ON NEXT PAGE)

- Segment 5A
- Segment 5B
- Park Creek Walls Site #2
- Segment 4 Watermain Loop
- Egan Avenue Reconstruction
- Airport Improvements

OTHER

- Budget Preparation (in progress)
- Wage Study (in progress)

Active Projects

Major Infrastructure Details

Segment 5A
- Asphalt paving scheduled.

Segment 5B
- Asphalt paving on Phase 1.
- Phase 2 (SW 1st Street – NW 2nd Street) utility installations.

Egan Avenue Reconstruction
- Concrete flatwork and road construction on Phase 1.

Active Projects

Major Infrastructure Details

Park Creek Walls Site #2

- Construction of façade wall.

Airport Apron and Taxilane Project

- Phase 1 – Apron adjacent to FBO Hangar substantially complete
- Phase 2 – Remainder of apron and all of the taxilane – starting.

2025 SDDOT Airport Pavement Maintenance Project

- Crack sealing and sealcoat complete. Pavement markings remain.

Active Projects

Communications & Engagement

PARKS

MASTER PLAN SURVEY

THE CITY OF MADISON

Help shape the future of Madison's parks!

Scan the QR code and take the survey today.

All household members are welcome to participate.

Welcome

TO THE TEAM

CADEN HUNSLEY

RECREATION AND
INTRAMURAL COORDINATOR

Welcome aboard, Caden!

Caden brings a strong background in sports and recreation management along with valuable experience working in leagues and coordinating with sports clubs and student organizations.

We are excited to have him join us at the City of Madison!

2026 Budget Preparation

August 1, 2025 - Department Budgets Due to Finance Office
August 15, 2025 - Capital Budget Requests Due
August 18, 2025 - Non-Profit Requests Due
September 15, 2025 - Commission Planning Session
October 20, 2025 - First Reading of 2026 Budget

Wage Study Update

- ✅ Submitted all updated job descriptions to Alternative HR
- ✅ Alternative HR is conducting a position-by-position comparison for evaluation and alignment

Events

Past

Events
Past

MADISON PUBLIC LIBRARY
1906

The teen Paint & Pastries program was a hit, with plenty of paint and hardly a pastry left behind!

This month, the Garden Club visited local gardeners, including Darrel Simon, and discovered that while every garden is different, it grows something delicious.

Seen the signs of summer? They're popping up to honor kids who read 10+ hours, so be sure to congratulate our super readers!

Events
Past

The Graphic Novel Book Club for ages 11 to 13 was a hit with boys. Graphic novels like Creature Clinic are helping bring them back to group reading, sparking great discussion and creativity.

× Reply to review

Julien KOPP
Local Guide · 15 reviews · 4 photos

★★★★★ an hour ago

A gem, with really sweet and interested librarians. Quiet and well maintained. Great options to borrow “things” and box with activities for the kids, super well organized and well stocked. A maker space, computers for kids, ability to borrow video games but also pool pass or state park pass. Great space for all, and to get kids interested in learning.
Very thoughtful too and helpful to the community. A little sign melted my heart and wish we had the same attentions in my country libraries.
Kudos !

Less

Madison Public Library shines! During Mart in the Park, an out-of-town reviewer gave our city 5 stars and called the library a "gem," recognizing the very things the library has been doing to provide 120 years of great service.

Senior Citizens:
In this photo, Grady, a high school senior, helps a senior resident with his cell phone. All summer, he has gone above and beyond his required volunteer hours by assisting patrons with tech questions.

Events

Upcoming

Tuesday, August 5, 2025
5:00-8:00 PM
DownTown in MadTown
(Egan Avenue, Madison, SD)

Events
Upcoming

Family fun nights like Pokémon and Nerf Night are back this fall, along with popular adult events like trivia and puzzle competitions.

MADISON PUBLIC LIBRARY
1906

Questions?

THE CITY OF MADISON

Discover the Unexpected