BOARD OF COMMISSIONERS AGENDA
MONDAY, AUGUST 18, 2025
5:30 PM - COMMISSION CHAMBERS – 503 S HIGHLAND AVENUE

Please join the Zoom meeting from your computer, tablet or smartphone.
https://us06web.zoom.us/j/88526683369 | Meeting ID: 885 2668 3369
You can also dial in using your phone.
+1 312-626-6799

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

CONSENT CALENDAR

1) Minutes – August 4, 2025
2) Bills for Approval – August 20, 2025
3) Bills for Ratification – August 13, 2025
4) Payroll Bills for Ratification – August 1, 2025
5) Personnel
6) Acknowledgement Surplus Sale of Transformers, Switch & Cabinet

UNFINISHED BUSINESS

7) Second Reading of Ordinance No. 1681 Amend Appropriation Ordinance No. 1672

NEW BUSINESS

8) Resolution 2025-19 - Adopt the Powers and Duties of the Mayor and Commissioners
9) Consider Approval of Change Order No. 2 - Madison Water Improvements Segment 4 - Metro Construction Inc.
10) Consider Approval of Change Order No. 3 - Madison Water Improvements Segment 5A - Asphalt Surfacing Company Inc.
11) Authorize Signature on Grant Agreement - MDS-GLG-3-46-0029-027-2025 – Madison Municipal Airport
12) Review 2026 Non-Profit Funding Requests
13) August 2025 Finance Updates

PUBLIC COMMENT

ANNOUNCEMENTS

14) Next Regular Commission Meeting – Tuesday, September 2, 2025 at 5:30 pm
15) Appointment to Planning Commission available to fill a vacancy ending in December 2026

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

August 4, 2025
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30 PM on the 4th day of August with the following members present upon roll call: Commissioners Kelly Dybdahl (via Zoom), Jerae Wire, Daniel Buresh, and Mayor Roy Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Buresh, seconded by Commissioner Wire to adopt the August 4, 2025 agenda. Motion carried unanimously.

Commissioner Dybdahl disconnected from Zoom at 5:33 PM, rejoined at 5:38 PM, disconnected again at 5:45 PM, and did not rejoin.

Motion by Commissioner Buresh, seconded by Commissioner Wire to approve the following items on the consent calendar: Minutes – July 21, 2025; Special Meeting Minutes – July 22, 2025; Bills for Approval – August 6, 2025; Bills for Ratification – July 30, 2025; Payroll Bills for Ratification – July 18, 2025; Personnel; Set Bid Date – Bid No. 983-Green Substation Site Grading; Set Bid Date – Bid No. 985-Green Substation Major Materials.

Bills for Approval – August 6, 2025
ACE HARDWARE Grass Seed $779.55; ALLEGRA Postcards $111.92; ANDERSON/LINCOLN Softball Ump $120.00; APPEARA Mat Rentals $189.08; ASPHALT SURFACING COMPANY Water System Improvements $141,865.54; AT & T MOBILITY Service for Phones & Tablets $3,665.48; BAKER & TAYLOR Books $133.28; BLUEPEAK Phone & Internet $8,069.43; BORDER STATES ELECTRIC SUPPLY #19A - Hot Stick Telescopic $519.18; BOUND TO STAY BOUND INC Books $63.76; BUFFALO RIDGE CONCRETE INC Concrete $669.50; CARQUEST OF MADISON Chainsaw Fuel $75.00; CENGAGE GROUP Books $254.86; CENTURY BUSINESS PRODUCTS INC Copier Lease $256.29; CLASSIC CONVENIENCE INC Fuel $411.79; DGR ENGINEERING Professional Services - SE Substation Conversion $61,629.60; DUTTON-LAINSON COMPANY Meter $831.10; EAST DAKOTA TRANSIT INC Bus Rides - Library $180.00; ELITE CARD PAYMENT CENTER Credit Card Purchases through 7/18/25 $1,373.42; ENVIRONMENTAL PRODUCTS & ACCESS Parts $99.85; ETTERMAN ENTERPRISES INC Grinding Disc $212.06; F & M COOP OIL CO Fuel $672.40; INGRAM CO Books $442.23; KARLS TV & APPLIANCE INC Window Air - Green Sub $525.00; KESTELOOT EXCAVATION AND DIRT WORKS SERVICES Park Creek Walls Improvements $82,883.70; KIBBLE EQUIPMENT LLC OR JOHN DEERE FINANCIAL Parts $218.57; KRUG PRODUCTS INC Parts $202.79; MICROMARKETING LLC Books $1,076.65; MIDCONTINENT COMMUNICATIONS Business Internet $171.04; OFFICE PEEPS INC Office Supplies $104.11; OMNI PRO SOFTWARE INC Load Management License/Tech Support $3,388.00; PENGUIN RANDOM HOUSE LLC Books $224.58; PITNEY BOWES INC RESERVE ACCOUNT Postage $2000.00; PLAYAWAY PRODUCTS INC Books $996.78; PROSTROLLO AUTO PLAZA CO 2025 Ford Interceptor $49,154.40; RAMKOTA HOTEL & CONF CENTER - PIERRE Lodging $714.00; RUNNINGS SUPPLY INC Hose Clamp and Pipe $122.08; RURAL ELECTRIC SUPPLY COOP Milbank Bypass Link $631.20; SEWER EQUIPMENT CO OF AMERICA Parts - T-64 Jetter $116.25; TIMMER SUPPLY CO Parts $1,372.56; WINTER CONTRACTING LLC Water System Improvements $106,246.80.

Bills for Ratification – July 30, 2025
ACE HARDWARE Sockets $290.86; AIRGAS Parts $135.19; ALTERNATIVE HR, LLC Wage Study $165.00; AMAZON CAPITAL SERVICES INC Books, Video Games, Craft & Office Supplies $2,313.13; APPEARA Mat Rentals - City Hall $242.75; AQUA PURE INC Chemicals $4,914.00; AT & T MOBILITY Police Phones & Tablets $625.22; BANNER ASSOCIATES INC Digester Repair Project $2,722.35; BELLXCEL Total Program - Software $3,400.00; BORNS GROUP INC Printing & Postage $1,704.30; C & R SUPPLY Fertilizer Hose $106.00; CARQUEST OF MADISON Chainsaw Fuel $30.00; CITY OF SIOUX FALLS CC - Pool and Spa Bacteria Testing $237.30; CLASSIC CONVENIENCE INC Fuel $60.52; COLES PETROLEUM PRODUCTS INC Jet Fuel $8,935.50; COLONIAL RESEARCH CHEM CORP Root Killer $1,087.91; COLUMN SOFTWARE PBC Segment 9 Advertisement $459.03; ENDRESS & HAUSER INC Cable $490.52;

F&M COOP OIL CO Valve Stems $26.10; FASTENAL CO Hardware $117.14; GREAT AMERICA FINANCIAL SVCS Finance & HR Copier Lease $1,184.36; HASLETON/JARED Classes at Comm Center $930.75; HAWKINS INC Chemicals - Outdoor Pool $8,329.51; HILLYARD INC Janitorial Supplies $518.35; INGALLS HOMESTEAD Summer Program Admission $564.00; INGRAM CO Books $955.70; KRUG PRODUCTS INC Hose Repairs $89.60; LACAL EQUIPMENT INC Parts $1,654.75; LAKE COUNTY AUDITOR 911 Communications Qtr. 2 - 2025 $61,014.70; LIMMER/JAYSON Meal Reimbursement $14.00; MADISON GROCERY STORE INC Water Pallet $380.39; MARCO TECHNOLOGIES CC Copier Lease $304.84; MICROMARKETING LLC Books $159.24; MIDWEST ALARM CO Gate Fobs $668.40; MIDWEST REGIONAL FORENSIC LABORATORY Drug Testing $645.00; NORTH CENTRAL INTERNATIONAL SF Repairs $2,119.33; OFFICE PEEPS INC Copier Contract - MMU $552.76; ORTMAN/TYCE Classes at Comm. Center $154.00; PATCH/CHAD Meal $14.00; PETE LIEN & SONS INC Chemicals $7,160.00; PROCHEM DYNAMICS LLC Janitorial Supplies $770.18; RASMUSSEN/AUTUMN Classes at Comm Center $70.00; RC FIRST AID First Aid Kit $145.50; RION EQUIPMENT Forklift Parts $305.38; RUNNINGS SUPPLY INC Cat Food/Litter, Pet Door $706.23; SD DEPT OF AGRICULTURE & NATURAL RESOURCES WW III - K. Barlow $120.00; SD DEPT OF HEALTH Water Samples $176.00; SPECIALIZED FLOOR COVERINGS Materials & Freight $1,877.10; STREICHERS INC Belt Keepers $28.98; STURDEVANTS MADISON INC Tail Light $424.00; THE PENWORTHY CO LLC Books $305.53; TIMMER SUPPLY CO Parts $50.33; UTILISMART CORPORATION Utility Data/Device Manager and SmartMAP $1,881.83; WEIST/SHERRY Water Aerobics $678.24; WHEALY/MARK Spin Classes $56.00.

Payroll Bills for Ratification – July 18, 2025
Health Pool of South Dakota $52,818.00; IRS-EFTPS $57,121.33; Office-Child Support Enforce $835.38; SD Retirement System $27,618.01; SD Retirement System $10,468.00.

Discussion was held on the need to move our election to either June or November. The school district's preference is to hold their election in June, and City Staff would prefer to hold the City election in conjunction with the school district. No action was taken as the date is set annually and will be determined after the first of the year.

Motion by Commissioner Buresh, seconded by Commissioner Wire to Appoint Jenny Wolff to fill the City Commission Vacancy. Motion carried unanimously.

Mayor Lindsay administered the Oath of Office for Commissioner Jenny Wolff.

Motion by Commissioner Wire, seconded by Commissioner Buresh to Approve First Reading of Ordinance No. 1681 – Amend Appropriation Ordinance No. 1672. Motion carried unanimously. This ordinance adjusts the current year budget by moving $31,218 from Streets Reserves to the Special Maintenance Fee fund to cover the expense for the BNSF Railway crossing improvement on Grant Ave.

Motion by Commissioner Wire, seconded by Commissioner Buresh to Approve Resolution No. 2025-14 - Unassign General and Enterprise Fund Balance to Align with Audit and Statutory Guidance. Motion carried unanimously.

Motion by Commissioner Wire, seconded by Commissioner Buresh to 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. Motion carried unanimously. This resolution establishes a monthly surcharge of $4.30/user to fund repayment of Clean Water SRF #06 Borrower Bond. This surcharge is required under our loan agreement and will be used for debt service on the bond. It will remain in effect until the bond is paid in full.

Motion by Commissioner Buresh, seconded by Commissioner Wire to Approve Resolution No. 2025-18 – Amending the City's Rate Structure, Providing for a Surcharge for Improvements to the Water System Egan Avenue. Motion carried unanimously. This resolution establishes a monthly surcharge of $4.00/user to fund repayment of Drinking Water SRF #04 Borrower Bond. This surcharge is required under our loan agreement and will be used for debt service on the bond. It will remain in effect until the bond is paid in full.

Motion by Commissioner Buresh, seconded by Commissioner Wire to Approve Resolution No. 2025-17 – Amending Resolution No. 2024-21 Approval of Egan Avenue Drinking Water Improvements, Bonding, and SRF Financing. Motion carried unanimously. This resolution amends a past resolution that incorrectly listed a revenue pledge instead of a surcharge.

Motion by Commissioner Wire, seconded by Commissioner Buresh to Approve Resolution No. 2025-16 – Giving Approval to the Issuance and Sale of Electric Project Revenue Bonds. Motion carried unanimously. This resolution authorizes the issuance of electric revenue bonds to pay for the project. This will be used for the Green Substation Reconstruction, SE Substation Expansion, and final electric conversion projects. Toby Morris, Colliers Securities, was present to provide an overview of the bond process.

Motion by Commissioner Wire, seconded by Commissioner Buresh to Authorize Mayor to Sign Grant Agreement – MDS-GLG-3-46-0029-028-2025 – Madison Municipal Airport. Motion carried unanimously.

Motion by Commission Buresh, seconded by Commissioner Wire to Award Bid – Madison Segment 9 Street and Utility Improvements (Blanche Ave and 5th Street intersection) to Runge Enterprises Inc for $319,352.16. Motion carried unanimously. There were ten bids received with a high of $502,122.12. Engineer's estimate was $348,503.50.

Jameson Berreth presented the monthly City updates.

Mayor Lindsay announced the following:

- National Night Out – Tuesday, August 5, 2025
- Next Regular Commission Meeting – Monday, August 18, 2025 at 5:30 PM

Motion by Commissioner Buresh, seconded by Commissioner Wire to enter into Executive Session at 6:21 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 Buresh, seconded by Commissioner Wolff to declare the Commission out of Executive Session at 7:30 PM.

Motion by Commissioner Buresh, seconded by Commissioner Wire to Adjourn at 7:31 PM.

/s/Amy L Sad
Finance Officer

CITY OF MADISON
PERSONNEL
August 2025

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
WOLFF, JENNY	8/4/2025		APPOINTED		$9,903.40	COMMISSIONER

THE CITY OF MADISON
Municipal Utilities

435 South Highland Avenue
Madison, SD 57042
(605) 256-7521

August 7, 2025

RE: Surplus Property

Dear T & R Electric,

Thank you very much for the value's you submitted in response to our request.

We are aware of the great deal of time and work that went into your bid and therefore, we are pleased to award the purchase for $16,465.00 to your company.

Thank you once again for your proposal. We look forward to working with you on this project.

Sincerely,

Tess Nelson

Tess Nelson
Utility Services Coordinator | City of Madison

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

Surplus Tabulation

Surplus Property, Transformers, Switches, Cabinets

City of Madison
Madison, South Dakota

THE CITY OF MADISON
Electric Department

Surplus Material
Page 1 of 1

Bidder and Address	Bid Price	Comments
T & R Electric Colman, SD	**$16,465.00**	

P:\04\159\36\Sprdshet\BidSumTab Const 415936.xlsx

THE CITY OF
MADISON
Electric

Physical/Shipping Address
435 S. Highland Ave
Madison, SD 57042

Mailing Address
503 S. Highland Ave
Madison, SD 57042

Phone: (605) 256-7521
Fax: (605) 256-7538
www.CityofMadisonSD.com

TO: **Mayor/Commission**

FROM: **Tess Nelson**

DATE: **July 7, 2025**

RE: **Declare Surplus Property**

$ 1,500.00/00
(Includes any applicable sales tax)

4 – Pad Mount Transformers
2 – Pole Top Transformers
1 – S & C Switch
1 – Primary Metering Cabinet

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

Jayson Limmer

Andy Coffey

Mike Goth

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

14086 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:

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.

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

CONTRACT NO: BF20222939

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

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.

RESOLUTION NO. 2025-19

A RESOLUTION TO ADOPT THE POWERS AND DUTIES OF THE MAYOR AND COMMISSIONERS

WHEREAS, that pursuant to the provisions of SDCL 9-9-20 to 9-9-24, which govern the powers and duties of a board consisting of five members, the Mayor and the Commissioners shall have the following powers and duties detailed below;

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

That the mayor, Roy Lindsay, may exercise all the powers and perform all the duties provided by the laws of this state or the ordinances of the municipality not in conflict with the laws of the state. The mayor is the chief executive officer of the municipality, presides at all meetings of the board and has general supervision over all departments and officers. In the absence or inability of a commissioner, the mayor shall temporarily take charge of the department of that commissioner. The mayor shall enforce all the laws of the municipality and require that the conditions of the grant of any franchise or privilege are faithfully complied with and performed. The mayor shall grant all licenses or permits, except as are required by ordinance to be granted by the board or by some other department or officer. The mayor shall supervise each public building of the municipality except those used for park or recreation purposes. The mayor shall annually and from time to time give the board information relative to the affairs of the municipality and shall recommend for the board's consideration any measure the mayor deems expedient. Under the charge of the mayor shall be City Attorney; Engineering and Community Development, Information Technology, and Communications departments; Board of Health; and Community Center Governing Board. He shall also serve as member or liaison to the Airport Board, East Dakota Transit, and First District Association of Local Governments.

That the commissioner of finance and revenue, Jennifer Wolff, shall enforce all laws for the assessment and collection of taxes of every kind and collection of all revenues belonging to the municipality from whatever source derived. She shall examine into and keep the board informed on the finances of the municipality and its assets and property. The finance and revenue commissioner shall oversee Finance and Human Resource departments. She shall also serve as appointed first alternate member of the Planning Commission and member or liaison to Library Board of Trustees, Madison Area Chamber of Commerce, and the Business Improvement District Committee.

That the public safety commissioner, Kelly Dybdahl, shall supervise the Police and Fire departments and the departments' officers and employees. He shall serve as member or liaison to the 911 Board, Local Emergency Planning Committee, and Volunteer Fire Department. The public safety commissioner shall have under his charge animal control within the municipality, including animal impoundments and shelter. He shall also serve as member or liaison to the City of Madison Strategic Plan Committee.

That the commissioner of public works, Daniel Buresh, shall supervise the streets, alleys, public grounds and municipal improvements and all public property, except as otherwise specially provided. The commissioner shall maintain the property in a clean and sanitary condition and enforce all contracts, rules and regulations necessary. The public works commissioner shall have under his charge solid waste, recycling, parks, and Park & Recreation Board. He shall also serve as member or liaison to the 911 Board, Madison Community Foundation and Sidewalk Committee.

That the utilities commissioner, Jerae Wire, shall supervise the construction, maintenance, and operation of the waterworks, sewerage, and electric utility departments of the municipality. The commissioner of utilities shall enforce all regulations with respect to department and its revenue. The utilities commissioner shall serve as liaison to the Vermillion Basin Water Development District. He shall also serve as member or liaison to the Madison Area Development Corporation and the Community Center Advisory Committee.

Dated this 18th day of August, 2025.

CITY OF MADISON

____
Mayor

ATTEST: ________________________
Finance Officer

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

August 12, 2025

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

RE: Madison Water System Improvements Segment 4 – Change Order No. 2

SRF NO: C462024-03; C461024-05

Dear Mr. Hegg:

Change Order No. 2 for the Water System Improvements - Segment 4 project is being presented for the final adjustment of quantities on the project. This change order reconciles the over-run and under-run of quantities, and results in a net decrease in the contract total of **($19,246.15)**. This change order will bring the total contract price to **$776,988.74.**

If approved the change order shall be broken out between funding sources as follows:

Funding Source	Amount This Change Order
Drinking Water SRF	($19,246.15)
Total	**($19,246.15)**

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

Sincerely,

Weston J. Blasius
Banner Associates, Inc.

Cc: City of Madison – Ryan Hegg, Heather Peterson, Amy Sad – Email
DANR – Dan Gerhardt – Email
1st District –Mason Weidenbach – Email
Banner Associates – Spencer Gilk, Cedric Hay – Email
Banner File - F:\23983-04\Construction Phase\Change Orders\Change Order No. 2\23983.04 - Change Order No. 2 Final Adjustment of Quantities.pdf

CHANGE ORDER NO. 2

Owner:	City of Madison	Owner's Project No.:	NA
Engineer:	Banner Associates, Inc.	Engineer's Project No.:	23983.04
Contractor:	Metro Construction, Inc.	Contractor's Project No.:	NA
Project:	Water System Improvements – Segment 4		
Contract Name:	Madison Water System Improvements – Segment 4		

Date Issued: 8/6/2025 Effective Date of Change Order: 8/18/2025

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

Description: **Final Quantity Adjustment Change Order**

Attachments: Final Quantity Adjustment Breakout

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 776,988.74	Original Contract Times: Substantial Completion: October 1, 2025 Ready for final payment: November 1, 2025
[Increase] **~~[Decrease]~~** from previously approved Change Orders No. to No. $ 47,912.50	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 824,901.24	Contract Times prior to this Change Order: Substantial Completion: Same as above Ready for final payment: Same as above
~~[Increase]~~ **[Decrease]** this Change Order: $ (19,246.15)	**[Increase] [Decrease]** this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: $ 805,655.09	Contract Times with all approved Change Orders: Substantial Completion: October 1, 2025 Ready for final payment: November 1, 2025

	Recommended by Engineer (if required)	Authorized by Contractor
By:		Aaron Sherwood
Title:	Project Manager	President
Date:	8/6/2025	08/08/2025
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

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Change Order No. 2 - Adjustment of Quantities Breakout

A	B	C	D	E	F	G	H	I	J	K	L
DEDUCTIONS											
		Contract Information				**Work Completed**					
Bid Item No.	**Description**	**Item Quantity**	**Units**	**Unit Price ($)**	**Value of Bid Item (C X E) ($)**	**Quantity Reduced from the Work**	**Value of Work Reduced (E X G) ($)**	**Materials Currently Stored (not in G) ($)**	**Value of Work Reduced and Materials Stored to Date (H + I) ($)**	**% of Value of Item (J / F) (%)**	**Balance to Finish (F - J) ($)**
Original Contract											
GENERAL ITEMS											
7	Sweeping	(6.00)	Hr	$150.00	-$900.00	(6.00)	-$900.00		-$900.00	100%	$0.00
EROSION CONTROL											
15	Temporary Vehicle Tracking	(2.00)	Each	$1,200.00	-$2,400.00	(2.00)	-$2,400.00		-$2,400.00	100%	$0.00
REMOVALS											
17	Remove Concrete Curb and Gutter	(3.00)	LF	$25.00	-$75.00	(3.00)	-$75.00		-$75.00	100%	$0.00
18	Remove Asphalt Concrete Pavement	(60.00)	SqYd	$9.00	-$540.00	(60.00)	-$540.00		-$540.00	100%	$0.00
19	Saw Existing Asphalt	(39.00)	LF	$13.00	-$507.00	(39.00)	-$507.00		-$507.00	100%	$0.00
TRENCHING, EXCAVATION, BACKFILLING											
21	Compaction - Moisture/Density Tests	(48.00)	Each	$165.00	-$7,920.00	(48.00)	-$7,920.00		-$7,920.00	100%	$0.00
23	Imported Trench Backfill Material	(150.00)	Ton	$21.00	-$3,150.00	(150.00)	-$3,150.00		-$3,150.00	100%	$0.00
26	Excavation and Disposal of Contaminated Soils	(100.00)	CuYd	$35.00	-$3,500.00	(100.00)	-$3,500.00		-$3,500.00	100%	$0.00
GRADING											
28	Unclassified Excavation, Digouts	(160.00)	CuYd	$11.00	-$1,760.00	(160.00)	-$1,760.00		-$1,760.00	100%	$0.00
29	Compaction - Moisture/Density Tests	(2.00)	Each	$165.00	-$330.00	(2.00)	-$330.00		-$330.00	100%	$0.00
30	Geotextile Fabric for Subgrade Stabilization	(45.00)	SqYd	$7.00	-$315.00	(45.00)	-$315.00		-$315.00	100%	$0.00
WATERMAIN											
33	8" Watermain	(5.00)	LF	$54.00	-$270.00	(5.00)	-$270.00		-$270.00	100%	$0.00
43	6" MJ Bend (45 Degree) w/Joint Restraints	(1.00)	Each	$550.00	-$550.00	(1.00)	-$550.00		-$550.00	100%	$0.00
46	8" MJ Bend (45 Degree) w/ Joint Restraints	(1.00)	Each	$650.00	-$650.00	(1.00)	-$650.00		-$650.00	100%	$0.00
56	6" MJ Sleeve w/Joint Restraints	(1.00)	Each	$650.00	-$650.00	(1.00)	-$650.00		-$650.00	100%	$0.00
57	8" MJ Sleeve w/Joint Restraints	(3.00)	Each	$800.00	-$2,400.00	(3.00)	-$2,400.00		-$2,400.00	100%	$0.00
59	6" Foster Adaper	(1.00)	Each	$500.00	-$500.00	(1.00)	-$500.00		-$500.00	100%	$0.00
61	Temporary Water Service - Connection	(3.00)	Each	$750.00	-$2,250.00	(3.00)	-$2,250.00		-$2,250.00	100%	$0.00
SURFACING											
71	Base Course	(84.00)	Ton	$32.00	-$2,688.00	(84.00)	-$2,688.00		-$2,688.00	100%	$0.00
72	Subbase Foundation Aggregate	(18.00)	Ton	$32.00	-$576.00	(18.00)	-$576.00		-$576.00	100%	$0.00
73	4" Asphalt Concrete	(61.00)	SqYd	$62.15	-$3,791.15	(61.00)	-$3,791.15		-$3,791.15	100%	$0.00
74	Asphalt Concrete Sampling and Testing	(4.00)	Each	$220.00	-$880.00	(4.00)	-$880.00		-$880.00	100%	$0.00
75	Concrete Curb and Gutter	(3.00)	LF	$110.00	-$330.00	(3.00)	-$330.00		-$330.00	100%	$0.00
76	Concrete Sampling & Testing	(1.00)	Each	$550.00	-$550.00	(1.00)	-$550.00		-$550.00	100%	$0.00
				Total Contract Deductions =	**-$37,482.15**		**-$37,482.15**	**$0.00**	**-$37,482.15**	**100%**	**$0.00**

ADDITIONS

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Additional Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Original Contract											
TRENCHING, EXCAVATION, BACKFILLING											
22	Trench Stabilization Material	17.00	Ton	$60.00	$1,020.00	17.00	$1,020.00		$1,020.00	100%	$0.00
24	Locate Utility	14.00	Each	$300.00	$4,200.00	14.00	$4,200.00		$4,200.00	100%	$0.00
25	Verify Utility	20.00	Each	$300.00	$6,000.00	20.00	$6,000.00		$6,000.00	100%	$0.00
WATERMAIN											
32	6" Watermain	24.00	LF	$42.00	$1,008.00	24.00	$1,008.00		$1,008.00	100%	$0.00
35	8" Restrained Joint Watermain (HDD Bore)	10.00	LF	$136.00	$1,360.00	10.00	$1,360.00		$1,360.00	100%	$0.00
45	8" MJ Bend (22.5 Degree) w/ Joint Restraints	1.00	Each	$650.00	$650.00	1.00	$650.00		$650.00	100%	$0.00
48	12" MJ Bend (11.25 Degree) w/ Joint Restraints	1.00	Each	$1,200.00	$1,200.00	1.00	$1,200.00		$1,200.00	100%	$0.00
49	12" MJ Bend (22.5 Degree) w/ Joint Restraints	1.00	Each	$1,200.00	$1,200.00	1.00	$1,200.00		$1,200.00	100%	$0.00
55	8"x6" MJ Reducer w/Joint Restraints	1.00	Each	$650.00	$650.00	1.00	$650.00		$650.00	100%	$0.00
65	2" Water Service Piping	19.00	LF	$48.00	$912.00	19.00	$912.00		$912.00	100%	$0.00
66	Tracer Wire - Water	48.00	LF	$0.75	$36.00	48.00	$36.00		$36.00	100%	$0.00
				Total Contract Additions =	**$18,236.00**		**$18,236.00**	**$0.00**	**$18,236.00**	**100%**	**$0.00**
				Net Contract Adjustment =	**-$19,246.15**		**-$19,246.15**		**-$19,246.15**	**100%**	**$0.00**

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

August 12, 2025

Mr. Ryan Hegg
City of Madison
116 W Center St
Madison, SD 57245-7042

RE: Madison Water System Improvements Segment 5A – Change Order No. 3

SRF NO: C461024-05; C462024-03
ARPA NO: 2022G-ARPA-163; 2022 ARPA-164

Dear Mr. Hegg:

Change Order No. 3 for the Madison Water System Improvements Segment 5A project is being presented for approval of additional work completed during the reconstruction work on SW 4th Street and S Union Avenue.

The breakdown of unit prices and estimated costs is included in RFP #3, RFP #4, and RFP #5 as well as reflected in Change Order No. 3. This work included the addition of ¾" rock for a property on SW 4th Street, addition of Class A Riprap around the box culvert near Union Ave, and addition of 8" 45 Deg. Bends to assist in watermain tie-in.

Banner has reviewed the change order and recommends acceptance in the amount of $29,495.62. This change order will bring the total contract price to $4,460,834.00.

The change order shall be broken out between funding sources as follows:

Funding Source	Amount This Change Order
Drinking Water SRF	$12,329.26
Clean Water SRF	$17,166.36
Total	**$29,495.62**

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

Sincerely,

Alex S. Welbig
Banner Associates, Inc.

Cc: City of Madison – Ryan Hegg; Dan Whitlock; Chad Van Den Hemel; Heather Peterson; Jennifer Hasleton; Amy Sad – Email
DANR – Dan Gerhardt – Email
1st District – Mason Weidenbach – Email
Banner Associates – Weston Blasius, Cedric Hay, Collin Anthony – Email
Banner File - X:\Files\23983-05\Construction Phase\Segment 5A\Change Orders\Change Order No 3\Madison Seg 5A_Change Order No 3.pdf

CHANGE ORDER NO.: 3

Owner:	**City of Madison**	Owner's Project No.:	NA
Engineer:	**Banner Associates, Inc.**	Engineer's Project No.:	**23983.05**
Contractor:	**Asphalt Surfacing Company, Inc.**	Contractor's Project No.:	NA
Project:	**Water System Improvements – Segment 5A**		
Contract Name:	Madison Water System Improvements – Segment 5A		
Date Issued:	August 12, 2025	Effective Date of Change Order:	August 18, 2025

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

Description:

1. **RFP #3:** Adding bid item for the furnishing and installation of 3/4" Red Rock for the property at 1111 SW 4th Street within Phase 2. Additional material was required at this property due to grade changes in the curb and gutter. Document is attached. Resulting change increased cost of $10,500.00.

2. **RFP #4:** Adding bid items for the furnishing and installation of Type A Rip Rap, Temporary Water Barrier, and Dewatering to remedy long-term erosion issues around the existing box culvert on Union Ave as well as help stabilize storm sewer flared ends discharging into the creek. There is a slight increase in existing quantity for 18" RCP storm sewer pipe so it better aligns with the adjacent 54" RCP storm sewer pipe. Document is attached. Resulting change increased cost of $12,966.36.

3. **RFP #5:** Adding bid item for the furnishing and installation of 8" MJ 45 Degree Bend along with increasing the quantity for other 8" water main bid items. These increased quantities are necessary to make a watermain tie-in on the east side of Union Ave within Phase 3. The planned tie-in location was off on City records so field adjustments were required to make the connection. Document is attached. Resulting change increased cost of $6,029.26.

Attachments: **RFP #3, RFP #4, and RFP #5**

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 4,406,359.53	Original Contract Times: Substantial Completion: July 15, 2025 Ready for final payment: August 15, 2025
[Increase] ~~**[Decrease]**~~ from previously approved Change Orders No. 1: $ 24,978.85	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[]**: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 4,431,338.38	Contract Times prior to this Change Order: Substantial Completion: July 15, 2025 Ready for final payment: August 15, 2025
[Increase] ~~**[Decrease]**~~ this Change Order: $ 29,495.62	**[Increase] [Decrease]** this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: $ 4,460,834.00	Contract Times with all approved Change Orders: Substantial Completion: July 15, 2025 Ready for final payment: August 15, 2025

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	Recommended by Engineer (if required)	Accepted by Contractor
By:	Alex Welbig	Jordan Ahrendt
Title:	Project Engineer	Project Manager/Estimator
Date:	August 12, 2025	August 11, 2025
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

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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

August 14, 2025

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

Dear Mayor Lindsay:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) **Project No. 3-46-0029-027-2025** 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.

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

***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 **<u>same day or after</u>** 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,

ELindsay Terry

E. Lindsay Terry
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	August 14, 2025
Airport/Planning Area	Madison Municipal Airport
Airport Infrastructure Grant Number	3-46-0029-027-2025
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 Taxilane (330'x35') ,

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; 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 attached 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 **$116,850**.

   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
   $116,850 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 and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      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 Sponsors are 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 P.L. 117-58, Division J, Title VIII, and 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, IIJA (P.L. 117-58), and 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 IIJA 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, subject to the availability of Federal funds, 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 American.** 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 IIJA (P.L. 117-58), 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 it has 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 subrecipients employees must not engage in:

         i. Severe forms of trafficking in persons;

         ii. The procurement of 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 person, 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;

         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 performance under this Grant; or

            b) Imputed to the recipient or 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. *Provision 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 performance under this Grant; or

         b) Imputed to 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 Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency 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 paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is 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 or 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 meaning 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)] 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 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 the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the 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, the 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.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives 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 the 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 USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR 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 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

32. **Signage Costs for Construction Projects.** The airport grant recipient hereby 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; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; 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

The Sponsor 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. 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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. Consideration of Local Interest.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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).

37. 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.

38. 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.

39. **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).

2026 NonProfit Funding Request Summary

Entity/Association	*Contact*	*Email*	*2023 Request*	*2023 Approved*	*2024 Request*	*2024 Approved*	*2025 Request*	*2025 Approved*	*2026 Request*
Lake Area Improvement Corp	Brooke Rollag	brooke@madisonworks.com	$ 140,000	$ 140,000	$ 140,000	$ 140,000	$ 140,000	$ 140,000	$ 140,000
LAIC - Forward Madison	Adam Eggert	adam@madisonworks.com	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000
Madison Chamber Of Commerce	Eric Hortness	eric@chamberofmadisonsd.com	$ 95,000	$ 95,000	$ 95,000	$ 95,000	$ 105,000	$ 95,000	$ 105,000
Madison Volunteer Fire Dept.	Randy Minnaert	randy.minnaert@cityofmadisonsd.com	$ 15,000	$ 15,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000	$ 18,000
East Dakota Transit	Scott Fink	sfinck@rocsinc.org	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
Madison Art Council	Chris Francis	madisonareaartscouncil@outlook.com	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500
Lake County Historical Society	Julie Breu	history@lakecountymuseum.org	$ 11,500	$ 11,500	$ 16,500	$ 16,500	$ 32,300	$ 16,500	$ 27,800
Domestic Violence	Vickie Walters	DVNdirector@midconetwork.com	$ 15,000	$ 15,000	$ 12,000	$ 12,000	$ 12,000	$ 12,000	$ 13,000
Madison Community Band	Donna Mathison	donna.mathison@k12.sd.us	$ 3,750	$ 3,750	$ 3,750	$ 3,750	$ 3,750	$ 3,750	$ 3,850
Interlake Senior Citizen Center	Mark Even	meven1957@gmail.com	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000
ICAP - Senior Dining	Jeff Entringer	jentringer@interlakescap.com	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,900
Funding for Habitat	Cindy Dannenbring	ddannenb@bvtv.com	$ -	$ -	$ -	$ -	$ 25,000	$ 1,000	NO APP
Total			$ 460,500	$ 460,500	$ 465,500	$ 465,500	$ 516,300	$ 466,500	$ 488,050
Variance					$ 5,000		$ 50,800		$ 21,550

** Completed Application Forms on File at Finance Office.*

THE CITY OF MADISON

NON-PROFIT FUNDING APPLICATION

Name of Organization: Lake Area Improvement Corporation

Address: 315 S Egan Ave, Madison, SD 57042 Mailing: PO Box 32, Madison, SD 57042

Phone Number: 605-256-0797 Email Address: adam@madisonworks.com

Funding Request: $ Forward Madison 4: $120,000, general budget: $140,000

Have you received funding from the City of Madison in the past? [X] yes [ ] no

Are you a ☐ South Dakota registered non-profit ☑ 501(c)3 organization ☐ government entity ☐ other ______________

Please complete this application in its entirety. To be eligible, recipients must be organizations or present projects whose work constitutes a public purpose with a mission supporting the public and for the good of the residents of Madison.

1. What purpose will the requested funds fulfill?

To meet Lake Area Improvement Corporation's Forward Madison 4 initiatives. See attached brochure.

2. When will the funds be used?

2026

3. How will the activity/project benefit the City of Madison? What target population will be served by this funding? Approximately how many people will benefit from this activity/project? *These funds must be used to benefit residents of the City of Madison.*

Forward Madison's mission to to strengthen the Madison area by expanding opportunities for both businesses and residents. More than anything, we are a dedicated team committed to improving the quality of life for all Lake County residents.

4. How, specifically, does your organization intend to use the funds requested? Do you have other funding sources to address this need? If this is a new program/initiative, how will you assure future funding sources?

Funding from Forward Madison 4 will focus on these areas: Workforce Development, Business Retention & Recruitment, Community Engagement & Attraction, Industrial Park Growth, Entrepreneurship, and Retail Development. Lake Area Improvement requests funding from the city, county, local businesses, and residents.

5. What are your plans for evaluation? What will you measure in order to determine success of the program or initiative being funded?

LAIC makes visits to the commission to stay informed about ongoing projects, key milestones, and future plans.

Please feel free to attach any supporting documentation.

As a condition of funding, the following must accompany your completed application:

- [x] completed Form W-9
- [x] copy of the most current certified audit report and/or financial statement
- [x] proof of non-profit status

Name/Title of Person Completing Funding Request: Adam Eggert, Finance Coordinator/Office Administrator

Applicant's Signature: Adam Eggert Digitally signed by Adam Eggert Date: 2025.07.24 12:47:29 -05'00'

This application and supporting documentation are due to the Finance Office by July 31st. Submit to 503 S. Highland Avenue, Madison, SD, 57042 or amy.sad@cityofmadisonsd.com. The Commission will review all requests. Organizations may formally present their requests on the third Monday in August.

For questions regarding this application process, please contact the Finance Officer at 605-256-7500.

MADISON
South Dakota
Lake Area Improvement Corporation
Office of Economic Development
PO Box 32 - 315 S Egan Ave - Madison, SD 57042
www.madisonworks.com - @MadisonSDWorks

July 24, 2025

City of Madison
City Commission
200 East Center Street
Madison, SD 57042

RE: Funding Request for 2026

On behalf of the Lake Area Improvement Corporation (LAIC), thank you for your continued partnership and support of economic growth throughout Lake County. As we prepare for the year ahead, we are respectfully submitting our funding request for 2026.

Enclosed with this letter are the necessary supporting documents, including our completed funding application, W-9 form, Forward Madison 4 brochure, proof of non-profit status, and our 2024 audit.

LAIC remains committed to its mission of driving growth and opportunity across Lake County. Our mission is:

To enhance the quality of life for all citizens of the Lake County area and to facilitate the development and retention of quality jobs that are environmentally and economically compatible for Lake County. The LAIC, in cooperation with other organizations, initiates and develops leadership, markets the area to both prospective new business and residents, fosters and manages change, and nurtures a positive, cooperative and progressive attitude.

With the support of our board members and dedicated volunteers, our Forward Madison 1 through 4 campaigns have been instrumental in engaging community stakeholders, advancing local initiatives, and driving measurable economic impacts in job creation, income growth, and business development.

The current phase, **Forward Madison 4**, began in October 2021 and continues through 2026. This initiative is primarily funded by local businesses and individuals committed to the region's success. In alignment with this effort, we respectfully request continued support from the City Commission in the form of **$140,000 for our 2026 general operating budget**—a consistent request since 2007. These funds will directly support our core operations and projects under the Forward Madison framework.

Additionally, we are requesting **$120,000 in capital campaign support for Forward Madison 4 in 2026**, consistent with funding received annually since 2013.

Your ongoing investment in LAIC's work enables us to keep building momentum in economic development and quality of life for the Madison and Lake County area. Thank you again for your continued support and consideration of our 2026 funding request. Please feel free to reach out to me with any questions or if further information is needed.

With Warmest Regards,

Brooke M Rollag

Brooke Rollag
Executive Director
Brooke@MadisonWorks.com

Attachments: W-9, Forward Madison 4 brochure, proof of non-profit status, and 2024 audit.

THE CITY OF MADISON

NON-PROFIT FUNDING APPLICATION

Name of Organization: Greater Madison Area Chamber of Commerce___________________________

Address: 315 S Egan Ave Madison, SD 57042____

Phone Number: 605-256-2454________ Email Address: eric@chamberofmadisonsd.com____________

Funding Request: $105,000

Have you received funding from the City of Madison in the past? [x] yes [ ] no

Are you a [X]] South Dakota registered non-profit [ ] 501(c)3 organization [ ]government entity
[ ] other _______________

Please complete this application in its entirety. To be eligible, recipients must be organizations or present projects whose work constitutes a public purpose with a mission supporting the public and for the good of the residents of Madison.

1. What purpose will the requested funds fulfill?

   The funds being requested are a necessity to help market the City of Madison and the surrounding area. A continued effort to market Madison will help to keep Sales Tax Revenue increasing year over year.

2. When will the funds be used?

   The funds will be used the entire 2026 calendar year.

3. How will the activity/project benefit the City of Madison? What target population will be served by this funding? Approximately how many people will benefit from this activity/project? *These funds must be used to benefit residents of the City of Madison.*

   The marketing efforts by the GMACC will not only benefit the city, but also the residents of Madison and the business community. The target population for the marketing varies depending on the event and the "crowd" we are hoping to attract. Thousands of people will benefit from this activity, not only Madison residents but also those from out of town. The GMACC marketing doesn't just target Madison residents, but thousands outside of Madison as well.

4. How, specifically, does your organization intend to use the funds requested? Do you have other funding sources to address this need? If this is a new program/initiative, how will you assure future funding sources?

   Several areas will be used for the requested funds. Some of which involve, print media in state wide magazines (South Dakota Tourism and Southeast South Dakota Tourism to mention a couple). Other areas will be targeted social media advertising, radio advertising, and continued use of the Discover Madison App. The funds will also be used to help cover some of the costs that it takes to put on some of our events that bring people in to town from other parts of the state. DownTown in MadTown, Madison's Magical Christmas, Volleyball Showdown, and Prairie Village Fireworks are a few of those events.

5. What are your plans for evaluation? What will you measure in order to determine success of the program or initiative being funded?

   Sales Tax Revenue would be 1 evaluation metric. Since 2017, Madison's Sales Tax Revenue has increased every year thanks in large part to the partnership between the GMACC and the City of Madison.

   Continued increase of attendance at our "signature" events would also be a measuring tool.

Please feel free to attach any supporting documentation.

As a condition of funding, the following must accompany your completed application:

- ☒ completed Form W-9
- ☒ copy of the most current certified audit report and/or financial statement
- ☒ proof of non-profit status

Name/Title of Person Completing Funding Request: Eric Hortness Executive Director

Applicant's Signature: ______________________

This application and supporting documentation are due to the Finance Office by July 31st. Submit to 503 S. Highland Avenue, Madison, SD, 57042 or amy.sad@cityofmadisonsd.com. The Commission will review all requests. Organizations may formally present their requests on the third Monday in August.

For questions regarding this application process, please contact the Finance Officer at 605-256-7500.

MADISON CHAMBER OF COMMERCE

July 21, 2025

City of Madison
Finance Office
ATTN: Amy Sad
503 S Highland Ave
Madison, SD 57042

Dear Ms. Sad,

On behalf of the Greater Madison Area Chamber of Commerce's (GMACC) staff, Board of Directors and its over 300 investors, I am submitting a continued request for funding from the City of Madison for the 2026 calendar year. The request is for $105,000, which is a slight increase from the 2023, 2024, and 2025 budgeted amounts.

Purpose of the Requested Funds
The funds will be used in several marketing areas to attract visitors, tournaments, meetings, and events to Madison. The GMACC has also started up a downtown committee and some of the requested funds could be used to help with downtown beautification projects.

Timeline for Use of Funds
The requested funds will be used throughout the 2026 calendar year.

Benefits and Target Population of Funds
The entire Greater Madison Area, including visitors, will benefit from the funds. By bringing more guests for overnight stays, the BID dollars along with sales tax revenue will continue to increase. The GMACC will be able to improve, enhance, and increase the events/marketing avenues that are currently used.

Use of Funds

Several avenues will be used for the funds. The Discover Madison App will continue to grow with more options added. There are co-op marketing programs

through Travel South Dakota and Southeast South Dakota Tourism offices we are always looking to work with. 605 Magazine is another publication that we have had discussions with about doing a large Madison spread. The increase of social media as an advertising option will also continue to be used.

Evaluation and Measurables

The revenue that is generated through sales tax and the amount/success of new and current events will be monitored. Attendance at events will also be an excellent evaluation tool. Finally, the BID dollars that are collected from overnight stays can measure the success of the use of funds.

Thank you for your previous support of the GMACC. With increased sales tax revenue every year since 2017, the return on the city's "investment" has been great. It is our hope that the city will continue the support in 2026.

Sincerely,

Eric Hortness
Executive Director
Greater Madison Area Chamber of Commerce

THE CITY OF MADISON

NON-PROFIT FUNDING APPLICATION

Name of Organization: Madison Volunteer Fire Dept

Address: 200 SE 3rd

Phone Number: 605-256-7523 Email Address: randy.minnaert@cityofmadisonsd.com

Funding Request: $ 18,000

Have you received funding from the City of Madison in the past? [ ] yes [ ] no

Are you a [x] South Dakota registered non-profit [x] 501(c)3 organization [x] government entity
[ ] other ______________

Please complete this application in its entirety. To be eligible, recipients must be organizations or present projects whose work constitutes a public purpose with a mission supporting the public and for the good of the residents of Madison.

1. What purpose will the requested funds fulfill? The funds are used for training firefighters

2. When will the funds be used? Throughout the 2026 year

3. How will the activity/project benefit the City of Madison? What target population will be served by this funding? Approximately how many people will benefit from this activity/project? *These funds must be used to benefit residents of the City of Madison.*

These funds help train our firefighters, in return benefits residents in the event of a fire.

4. How, specifically, does your organization intend to use the funds requested? Do you have other funding sources to address this need? If this is a new program/initiative, how will you assure future funding sources?

These funds will help with traveling, lodging and registration expenses associated with training events. The firefighters also have multiple fund raisers to help with these training expenses.

5. What are your plans for evaluation? What will you measure in order to determine success of the program or initiative being funded?

With these funds it will help in getting our firefighters certified with the State of South Dakota.

Please feel free to attach any supporting documentation.

As a condition of funding, the following must accompany your completed application:

- [x] completed Form W-9 *https://www.irs.gov/pub/irs-pdf/fw9.pdf*
- [x] copy of the most current certified audit report and/or financial statement
- [x] proof of non-profit status

Name/Title of Person Completing Funding Request: Randy Minnaert Fire Chief

Applicant's Signature: ______________________________

This application and supporting documentation are due to the Finance Office by July 31st. Submit to 116 W Center St, Madison, SD, 57042 or sonya.wilt@cityofmadisonsd.com. The Commission will review all requests. Organizations may formally present their requests on the third Monday in August.

For questions regarding thisapplicationprocess, please contact the Finance Officer at 605-256-7502.

THE CITY OF MADISON

NON-PROFIT FUNDING APPLICATION

Name of Organization: East Dakota Transit (EDT)

Address: Po Box 199, Madison, SD 57042

Phone Number: 605-481-0019 Email Address: airwin@rocsinc.org

Funding Request: $ 30,000.00

Have you received funding from the City of Madison in the past? [x] yes [ ] no

Are you a [x] South Dakota registered non-profit [x] 501(c)3 organization [ ] government entity [ ] other ______________

Please complete this application in its entirety. To be eligible, recipients must be organizations or present projects whose work constitutes a public purpose with a mission supporting the public and for the good of the residents of Madison.

1. What purpose will the requested funds fulfill?

Funds received would assist EDT by helping to meet Federal and State required match which in turn helps EDT to continue to provide transportation services for individuals within the community of Madison and surrounding area.

2. When will the funds be used?

Monthly throughout the Transit Program year which is October 1st, 2025 - September 30th, 2026.

3. How will the activity/project benefit the City of Madison? What target population will be served by this funding? Approximately how many people will benefit from this activity/project? *These funds must be used to benefit residents of the City of Madison.*

East Dakota Transit is a public transit. EDT provide rides to the elderly, individuals with a disability, preschool children - any community member can ride. This includes individuals that need rides to work, medical appointments on any kind, nutrition sites or grocery stores, social activities, shopping, other. ... EDT provides approx. anywhere from 17,000 to over 19,000 rides annually to approx. 200 individuals.

4. How, specifically, does your organization intend to use the funds requested? Do you have other funding sources to address this need? If this is a new program/initiative, how will you assure future funding sources?

To provide transpo1tation for the community of Madison. EDT transit receives Federal, State,County, City, United Way and other community service organizations. EDT has been a service to the Madison Community since 1998.

5. What are your plans for evaluation? What will you measure in order to determine success of the program or initiative being funded?

By having monthly EDT Board meetings - Agenda to include reviewing monthly financial information as measured against the annual budget, reporting monthly ridership info, and reviewing any/all old and new business. By maintaining and increasing ridership numbers and being able to provide safe and reliable transportation service to the community of Madison.

Please feel free to attach any supporting documentation.

As a condition of funding, the following must accompany your completed application:

- [x] completed Form W-9
- [x] copy of the most current certified audit report and/or financial statement
- [x] proof of non-profit status

Name/Title of Person Completing Funding Request: Andrea Irwin (ROCS Transit Director)

Applicant's Signature: Andrea Irwin

This application and supporting documentation are due to the Finance Office by July 31st. Submit to 503 S. Highland Avenue, Madison, SD, 57042 or amy.sad@cityofmadisonsd.com. The Commission will review all requests. Organizations may formally present their requests on the third Monday in August.

For questions regarding this application process, please contact the Finance Officer at 605-256-7500.

THE CITY OF MADISON

NON-PROFIT FUNDING APPLICATION

Name of Organization: Madison Area Arts Council

Address: PO Box 172, Madison, SD 57042 (Mailing Address) 106 SE 2nd St, Madison, SD (Venue Address)

Phone Number: 563.920.4762 (personal) Email Address: madisonareaartscouncil@outlook.com

Funding Request: $ 12,500

Have you received funding from the City of Madison in the past? [X] yes [ ] no

Are you a [X] South Dakota registered non-profit [X] 501(c)3 organization [ ] government entity [ ] other ______________

Please complete this application in its entirety. To be eligible, recipients must be organizations or present projects whose work constitutes a public purpose with a mission supporting the public and for the good of the residents of Madison.

1. What purpose will the requested funds fulfill?

The requested funds from The City of Madison will help provide for the Madison Area Arts Council (MAAC) annual operating budget, accounting for over half of our annual budget. These requested funds will help support the programming, venue, and administrative costs of the organization. Each year, MAAC hosts numerous musicians, artists, film makers, writers, historians, and speakers at our downtown venue, The BrickHouse Community Arts Center - which are always free to attend for our community members. We also help support community programs, efforts, and benefits, often through our technical, equipment, and volunteer support.

2. When will the funds be used?

These requested funds will be used during our FY27 season, starting on July 1st, 2026, through June 31st, 2027.

3. How will the activity/project benefit the City of Madison? What target population will be served by this funding? Approximately how many people will benefit from this activity/project? *These funds must be used to benefit residents of the City of Madison.*

With the City of Madison's ongoing fiscal support, we maintain our organization's mission and ongoing efforts. From our downtown venue of 16 years, The BrickHouse, to our support of about 30 programs each season, our organization provides our community free access to a wide variety of the arts and humanities. Our community-oriented programming spans art receptions for Madison students to live music concerts from touring artists to workshops with respected educators to readings with noted poets and writers. MAAC makes the arts welcoming, prominent, and richly diverse in Madison - and has done so since 1964.

4. How, specifically, does your organization intend to use the funds requested? Do you have other funding sources to address this need? If this is a new program/initiative, how will you assure future funding sources?

Our organization is led by a full volunteer board and assisted by a paid part-time Executive Director since 2020. These requested funds will provide for our venue costs, artist fees, and the day-to-day costs of running an arts council. MAAC further secures matching funds from the State of South Dakota through the South Dakota Arts Council and the National Endowment for the Arts. This year we secured a matching grant of $3,750, and the City of Madison support provides for that match. We have a MAAC membership campaign to further strengthen and diversify our financial support.

5. What are your plans for evaluation? What will you measure in order to determine success of the program or initiative being funded?

Each season, the MAAC Board collects community audience feedback, attendance numbers, and reviews that information to better inform our future programming choices. We measure the success of our programs and efforts through that feedback and attendance, and by the quality and excellence of our programs. We have a well-earned reputation as not only one of the best listening rooms in the upper Midwest, as we host musicians from across the world - but as one of the leading arts councils in the region.

Please feel free to attach any supporting documentation.

As a condition of funding, the following must accompany your completed application:

x ☐ completed Form W-9

x ☐ copy of the most current certified audit report and/or financial statement

x ☐ proof of non-profit status

Name/Title of Person Completing Funding Request: Chris Francis, Executive Director

Applicant's Signature: [signature]

This application and supporting documentation are due to the Finance Office by July 31st. Submit to 503 S. Highland Avenue, Madison, SD, 57042 or amy.sad@cityofmadisonsd.com The Commission will review all requests. Organizations may formally present their requests on the third Monday in August.

For questions regarding this application process, please contact the Finance Officer at 605-256-7502.

City of Madison, South Dakota 2026 Non-profit Funding Application

Name of Organization: Lake County Historical Society

Address: 221 NE 8th Street, Madison SD, 57042

Phone Number: 605- 256-5308 **Email Address**: history@lakecountymuseum.org

Funding request $27,800.00

Have you received funding from the City of Madison in the Past? Yes

Are you a: South Dakota registered non-profit? Yes 501 (c) 3 organization? Yes

Government entity? No

What purpose will the requested funds fulfill?

The Lake County Historical Society (LCHS) respectfully requests $27,800 for fiscal year 2026 to support the continued growth and success of the Lake County Museum. The requested funds will fulfill several key objectives in LCHS's strategic plan and cover increasing operational expenses that grants, and sponsorships will not fully address. Specifically, the funds will be utilized to retain qualified and talented staff, retain a new staff member whose sole purpose is to care for the three-dimensional and archival collections, and meet goals in the LCHS strategic plan, move the Lake County Historical Society and Museum successfully into the future.

Retain highly qualified and talented staff.

Executive Director: Julie Breu

- Experience in the museum field: 25 years
- Education: Bachelor's degree in History and minor in Art History
- Masters in Historical Administration
- Joined: 2020

Since Julie took over as Executive Director in 2020, the museum has undergone remarkable changes:

- Volunteer Program: Increased from 2 to 12 highly committed and educated volunteers.
- The hours the volunteers contribute have steadily increased 638.75 hours to date in 2025, which equates to $18,728.15. This increase in operational hours is a testament to the museum's commitment to serving the community.
- Membership Growth: The museum's annual membership revenue has seen a promising increase from $14,000 in 2020 to $30,000 in 2024, instilling a sense of optimism for the museum's future.
- Two highly successful exhibits received South Dakota Humanities grants totaling $22,500.

Programming Coordinator: Christina Blessinger

- Experience: 20 years working with elementary-aged children and as an event coordinator
- Education: Bachelor's degree in Psychology and Early Childhood Special Education
- Joined: 2022

With Christina Blessinger's addition as Programming Coordinator in 2022, the museum's visibility and visitation have soared: in 2023 the museum realized a 33% increase over 2022 and in 2025 we currently have a 38% programming increase over 2024.

Retaining Talented Staff: Ensuring competitive wages and benefits to retain our experienced staff is crucial. We would like to increase Christina's wage to $17.00 per hour for 1,500 per year. $25,500 we are asking the City to assist in financing her wage by $5,002.50. The Lake County Historical Society would pick up the rest of her wages for the year. This aligns with regional salary standards:

National: $21.00 per hour

State of South Dakota: $17.78 per hour

Minnehaha County: $22.95 per hour

This will ensure that the museum continues to:

Increase Educational Public Programming: Additional funding will enable the museum to expand its educational programs, reach more community members, and enhance community engagement.

Enhance Community Engagement: Support greater participation in community events and partnerships with schools, fostering deeper connections and engagement within the community.

Need for Additional Staffing

The Lake County Museum urgently requires additional staffing to manage its three-dimensional and archival collections. Despite the best efforts of past and present staff, these collections have not been properly managed for the last thirty years. The museum's collection is the foundation of its activities, such as providing resources to researchers, creating exhibits and public programs.

Upgrading the cataloging system in 2022 has highlighted the need for better intellectual control and organization of the collection, a task current staff and volunteers struggle to manage.

These City funds would be used to hire a Collections Coordinator, whose sole responsibility would be to care for and organize the museum's collection, ensuring its preservation and accessibility. The salary we would offer for this 15 hour per week position is $15 per hour. Including FICA, it totals $12,595.05, with $6,297.25 requested from the City of Madison to cover half of this cost. Hiring a Collections Manager is essential to address the backlog of cataloging, organizing, and preserving the museum's three-dimensional and archival collections.

National: $20.00 per hour

State of South Dakota: $17.78 per hour

Minnehaha County: $25.37 per hour

Improve Services and Research Accessibility: Enhance services to the public and increase accessibility to research resources, furthering our mission to preserve and disseminate local history.

Enhance Exhibits: Develop new and dynamic exhibits to attract and educate visitors, fostering a deeper understanding and appreciation of local history.

Financial Challenges

Despite the growth in memberships and visitation, the Lake County Historical Society struggles to meet its budget:

- Benefits: Only paid time off is offered; no insurance or retirement plans.
- Operating Costs: Rising general operating costs make it difficult to increase wages.

Our fundraisers, though promising, are still in their early stages. Once fully established, we expect them to generate more income.

These funds are instrumental in sustaining the museum's operations, expanding its reach, and ensuring the preservation and accessibility of its collection for future generations. By retaining talented staff, hiring a Collections Manager, and enhancing programming and community engagement, the Lake County Museum will continue to serve as a vital resource for Madison and the surrounding area.

When will the funds be used?

The funds will be used throughout the 2026 fiscal year.

How will the activity/project benefit the City of Madison? The activities and projects of the Historical Society and Museum will benefit the City of Madison in several key ways:

1. **Educational Enrichment**:
   - The museum educates residents and visitors about the local history of Madison from its founding and even earlier. This educational mission helps foster a deeper understanding and appreciation of the community's heritage.
2. **Historical Preservation**:
   - By preserving local artifacts, documents, and stories, the museum ensures that Madison's rich history is maintained for future generations. This preservation is crucial for maintaining the community's identity and cultural heritage.
3. **Cultural Destination**:
   - The museum is gaining recognition as a quality destination for both local and regional residents. As more people visit to learn about local history, they become more engaged with the community.
4. **Community Engagement**:
   - The museum's programs and events provide opportunities for community involvement and engagement. These activities bring residents together, fostering a sense of community and belonging.
5. **Economic Impact**:
   - Increased visitation to the museum can have positive economic effects, such as boosting local tourism, supporting nearby businesses and increasing the sales tax revenue. Visitors to the museum may also explore other attractions, dine at local restaurants, and shop in the area.
6. **Enhanced Visibility**:
   - By advertising events and programs, the museum enhances the visibility of Madison as a vibrant and culturally rich city. This can attract new residents and businesses, contributing to the city's growth and development.

Overall, the museum's activities and projects will significantly benefit the City of Madison by educating the public, preserving history, enhancing community engagement, and contributing to the local economy.

What target population will be served by this funding? These funds must be used to benefit residents of the City of Madison.

The target population served by this funding spans from young children to senior citizens in Madison and Lake County. Here are specific ways in which these diverse groups benefit:

1. **Young Children and School-aged Youth**:
   - New educational programs are designed specifically for school-aged children.
   - Traveling educational trunks such as "Sheep Farming in Lake County" and "Operation WWII" provide hands-on learning experiences.
   - School tours offer interactive and educational visits to the museum.
   - The National History Club encourages high school students to engage with history and participate in National History Day. The Club currently involves about ten students.
2. **Adults and Senior Citizens**:
   - Presentations have been developed and given at various community groups such as Bethel Lutheran Home, AAUW, Kiwanis, and Rotary clubs.
   - Popular programs like History Happy Hour, Cemetery tours and Architectural walking tours of DSU provide educational and social opportunities for adults.
   - Senior citizens benefit from tailored presentations and events, enhancing their connection to local history.
3. **Community-wide Engagement**:
   - The museum participates in significant community events such as Herman Luce Days and Jamboree Days at Prairie Village, contributing to local cultural celebrations.
   - Events like the free Ice Cream Social, which had 236 attendees in 2025, foster community involvement and are supported by local businesses and organizations.
   - Increased visibility and community engagement have led to a 38% rise in attendance from 2024 to 2025 and a 30% increase in volunteer hours, indicating growing community interest and involvement.

By serving a wide range of age groups and participating in community events, the museum ensures that the funds benefit residents of the City of Madison, enriching their educational, cultural, and social experiences. These efforts are expected to continue growing and expanding into 2026, further enhancing the museum's impact on the community.

Approximately how many people will benefit from this activity/project?

The number of people served includes walk-ins (to the museum) and on—and off-site programming. Please see the attached for community members reached.

- 2021: 700 people served
- 2022: 2216 people served
- 2023: 2366 people served
- 2024: 2225 people served
- 2025: 1704 to date on pace to exceed 2024

How, specifically, does your organization intend to use the funds requested?

The funds requested will be used for several critical purposes to enhance the museum's operations and offerings:

1. **Retain Staff**:
    - Specifically, we aim to hire a Collections Manager to care for and organize our three-dimensional and archival collections, ensuring their preservation and accessibility. We also wish to retain current staff.
2. **Develop and Improve Programs and Exhibits**:
    - Enhance current exhibits and create new, engaging programs to attract and educate visitors.
    - Implement new initiatives like focus groups in 2026 to gather community feedback for continuous improvement.
3. **Support Operational Expenses**:
    - Cover essential operational costs to maintain the museum's day-to-day activities and ensure smooth functioning.
4. **Advertise Events:**
    - Promote our events through various channels, including local newspapers, social media, and other marketing platforms to increase attendance and community engagement.
5. **Encourage Museum Visitors**:
    - Improve visitor experience by extending the time they spend in the museum and ensuring a welcoming environment. We have already seen an increase in visiting time from 15 minutes to around 50 minutes.

These targeted uses of the funds will help us enhance the museum's overall functionality, attract more visitors, and secure the museum's future growth and sustainability.

Do you have other funding sources to address this need?

The Lake County Historical Society (LCHS) works diligently to fund the museum and its activities through various avenues, including the annual membership drive, sponsorships, grants, and donations. To address the need for additional staffing, particularly for a Collections Manager, we are exploring several other funding sources:

1. **Annual Membership Drive**: Continues to be a significant source of funding.
2. **Sponsorships and Donations**: We are actively seeking more sponsorships and donations from the community and local businesses.
3. **Memorial Page**: We plan to add a Memorial page to our website, allowing people to make donations in memory of loved ones.
4. **Program Fees**: We are developing new programs that we can charge a fee for, helping to cover the costs of supplies and staff time.
5. **Grants**: Apart from the IMLS grant, we are continuously applying for other grants to support our needs.

In the past, the LCHS board charged an admission fee for the museum, but this negatively impacted visitation and was thus discontinued. Currently, the donation box at the front of the museum brings in around $500 annually. Many other museums operated by historical societies and governments do not charge admission, and we align with this practice to encourage accessibility. For instance:

- Old Courthouse and Pettigrew Home and Museum: Free
- Moody County Museum: Free
- Miner County Historical Society and Rural Life Museum: Free
- Codington County Heritage Museum: Free
- SD Art Museum: Free
- Agricultural Heritage Museum: Free
- South Dakota State Historical Society and Museum: Free to members and SD residents

By leveraging these various funding sources and exploring new avenues, we aim to secure the necessary funds to hire a Collections Manager and ensure the proper care and management of our collections.

If this is a new program/initiative, how will you assure future funding sources?

Assure future funding sources for this new initiative, we have already implemented several fundraising events in 2025, which have shown promise:

1. **Annual Hotdish Competition**: This event was held for the first time in 2023 and successfully reached new audiences, raising around $1,200. We plan to continue this event annually and aim to grow its popularity and revenue.

2. **Day of Giving**: This event was held on the first Tuesday after Thanksgiving. We organized an event where members and nonmembers could come to the museum for a small lunch and entertainment.

In addition to these fundraisers, Lake County provides $1,500 annually to maintain the museum's general operations. By increasing the museum's visibility through these events and other outreach efforts, we aim to establish a stronger community connection. This visibility helps build commitment and support, translating into increased attendance and monetary donations.

What are your plans for evaluation? What will you measure in order to determine the success of the program or initiative being funded?

To ensure the success of our initiatives and track our progress, we have established a comprehensive system for monitoring visitors, program participants, and volunteer hours. Here's how we plan to assure and track future success:

1. **Tracking Visitors and Program Participants**:
    - **Formal Tracking**: We count visitors and program participants and track volunteer hours on a monthly basis. Written evaluations are also used to gather feedback.
    - **Informal Tracking**: Visitors are informally asked why they came to the museum or how they found out about it, providing insights into our reach and appeal.
2. **Future Improvements and Community Engagement**:
    - We are working with a Digital Marketing Volunteer to increase awareness and participation.
    - In 2026, we plan to use focus groups from the Madison and Lake County community to gather feedback and identify ways to improve our exhibits and programs.
3. **Visitor Engagement**:
    - We have noticed an increase in the time visitors spend in the museum, from 15 minutes in past years to around 50 minutes now. This increase is tracked throughout the year.
4. **Attendance and Membership Correlation**:
    - We split our counts into two groups: one tracks the total number of people who attend programs and events, and the other tracks individuals who visit the museum. An uptick in programming numbers correlates with increased museum visits, memberships, volunteer engagement, and donations.
5. **Strategic Plan Monitoring**:
    - We track the goals and growth laid out in the Lake County Historical Society's strategic plan. The Executive Director, Julie Breu, reports on the plan quarterly, and the board and museum staff make necessary course corrections to achieve these goals and explore new opportunities.
6. **Public Visibility and Media Presence**:
    - Success is also measured by the amount of press the museum receives. We have a monthly column in the "Madison Daily Leader" and have had several featured newspaper articles this year. Our presence on Facebook has

significantly increased. In addition, a new Lake County Museum website has been developed, which is expected to expand our reach.

Through these comprehensive tracking and evaluation methods, we ensure continuous improvement and sustained success for our programs and initiatives.

Form W-9

Copy of the most current certified audit report and/or financial statement

Proof of non-profit status

Name/Title of Person Completing the Funding Request: Julie R Breu, Director Lake County Museum

Applicant's Signature: Julie Breu

THE CITY OF MADISON

NON-PROFIT FUNDING APPLICATION

Name of Organization: **Domestic Violence Network of the Lakes Region**

Address: **P.O. Box 110 Madison SD 57042**

Phone Number: **605-427-7233** Email Address: **DVNdirector@midconetwork.com**

Funding Request: **$ 13,000.00**

Have you received funding from the City of Madison in the past? [X] yes [ ] no

Are you a [X] South Dakota registered non-profit [X] 501(c)3 organization [ ] government entity
[ ] other ______________

Please complete this application in its entirety. To be eligible, recipients must be organizations or present projects whose work constitutes a public purpose with a mission supporting the public and for the good of the residents of Madison.

1. What purpose will the requested funds fulfill?

The Domestic Violence Network is a non-profit who serves victims and survivors of domestic violence, sexual assault, and stalking. DVN serves victims and survivors in Lake County. DVN provides multiple serves such as emergency shelter, crisis counseling, crisis hotline 24-7, personal advocacy, legal advocacy, safety planning, life-skills support, and community education and outreach.

The purpose of the requested funds will help fulfill the services we provide such as the ones mentioned and operation expenses to help keep our emergency shelter clean, safe and up to code.

2. When will the funds be used?

The funds will be used in the Spring and Summer of 2026

3. How will the activity/project benefit the City of Madison? What target population will be served by this funding? Approximately how many people will benefit from this activity/project? *These funds must be used to benefit residents of the City of Madison.*

The Domestic Violence Network services victims and survivors of domestic violence, sexual assault and stalking. DVN serves roughly 90% of the victims that are fleeing are from Lake County.

4. How, specifically, does your organization intend to use the funds requested? Do you have other funding sources to address this need? If this is a new program/initiative, how will you assure future funding sources?

DVN will use these funds to maintain the shelter operations, such as office supplies, utilities, shelter supplies etc.. also help with emergency services such as food, clothing, deposits for clients moving in their own homes, gas vouchers etc. DVN utilizes fundraising events such as the Golf Scramble, Laughs and Linguini and Tour of Tables. DVN also utilizes other grants from the Department of Public Safety, South Dakota Housing Authority, and other State grants.

5. What are your plans for evaluation? What will you measure in order to determine success of the program or initiative being funded?

The Domestic Violence Network reports quarterly to the Department of Public Safety and the South Dakota Housing Authority. These reports show numbers of how many clients and services we provide to those we serve. This information also provides strength on the services and how we can continue to improve our services.

Please feel free to attach any supporting documentation.

As a condition of funding, the following must accompany your completed application:

- [x] completed Form W-9
- [x] copy of the most current certified audit report and/or financial statement
- [x] proof of non-profit status

Name/Title of Person Completing Funding Request: Carolyn Galvin – Executive Director

Applicant's Signature: Carolyn Galvin

This application and supporting documentation are due to the Finance Office by July 31st. Submit to 503 S. Highland Avenue, Madison, SD, 57042 or amy.sad@cityofmadisonsd.com. The Commission will review all requests. Organizations may formally present their requests on the third Monday in August.

For questions regarding this application process, please contact the Finance Officer at 605-256-7500.

THE CITY OF MADISON

NON-PROFIT FUNDING APPLICATION

Name of Organization: Madison Community Band

Address: 535 Ashmont Road Madison, SD 57042

Phone Number: 605-270-9164 Email Address: donna.mathison@k12.sd.us

Funding Request: $ 3,850.00

Have you received funding from the City of Madison in the past? [X] yes [ ] no

Are you a [ ] South Dakota registered non-profit [ ] 501(c)3 organization [ ] government entity [X] other ____________

Please complete this application in its entirety. To be eligible, recipients must be organizations or present projects whose work constitutes a public purpose with a mission supporting the public and for the good of the residents of Madison.

1. What purpose will the requested funds fulfill?

These funds will be used to pay for:

1. The director(s) of the band for their time and organizational skills
2. Any helpers whose assistance is needed to complete tasks
3. Purchase of music, equipment, supplies and special licensing
4. Repair of any equipment that is owned or borrowed
5. The individual band members for attending rehearsals and performances
6. Printing services and supplies

2. When will the funds be used?

Summer 2026

3. How will the activity/project benefit the City of Madison? What target population will be served by this funding? Approximately how many people will benefit from this activity/project? *These funds must be used to benefit residents of the City of Madison.*

1. The Madison Community Band will travel to different venues throughout the city to provide musical entertainment to audiences. Depending on the need and request of the host. We usually perform at Peaceful Pines Assisted Living Center, Bethel Lutheran Home, The Lakes Golf Course, Amazing Madison Day/Mart in the Park, 4-H Achievement Days and Downtown in Madtown. In 2024, we added a few performances. In September, we combined with DSU's band to play their school song(s) & a few pep band tunes at DSU's Homecoming pregame at the DSU Alumni Foundation's tent. Another performance by a mixed quartet comprised from members of our band want held in December at Gaylen's Popcorn for the Lake County Museum's History Happy Hour when Donna Mathison gave the presentation on the history of the Madison Community Band.
2. The target population includes a wide range of young, middle aged to older people.
3. The estimated amount of people who attend and benefit from the music we perform is estimated to be 300-400.

4. How, specifically, does your organization intend to use the funds requested? Do you have other funding sources to address this need? If this is a new program/initiative, how will you assure future funding sources?

1. Total requested $3,850.00.
   a. $1,150.00 – Directors' pay/split if there are 2 people or divide appropriately due to the duties performed. The average was $5.87 in 2024.
   b. $2,162.50 – Pay individual members for attending rehearsals and performances
   c. $537.50 – Pay extra helpers, purchase music, equipment, supplies, repairs and licensing.
2. We don't have any other funding sources.

5. What are your plans for evaluation? What will you measure in order to determine success of the program or initiative being funded?

1. Evaluations will be based on:
   a. The number of rehearsals and performances attended by the members & the public.
   b. We will measure the success of our group by how many performances we have and the satisfactory comments made by the members, hosts, and attendees.

Please feel free to attach any supporting documentation.

As a condition of funding, the following must accompany your completed application:

- [ ] completed Form W-9
- [x] copy of the most current certified audit report and/or financial statement
- [ ] proof of non-profit status

Name/Title of Person Completing Funding Request: Donna Mathison, Director

Applicant's Signature: Donna J. S. Mathison

This application and supporting documentation are due to the Finance Office by July 31st. Submit to 503 S. Highland Avenue, Madison, SD, 57042 or amy.sad@cityofmadisonsd.com. The Commission will review all requests. Organizations may formally present their requests on the third Monday in August.

For questions regarding this application process, please contact the Finance Officer at 605-256-7500.

THE CITY OF MADISON

NON-PROFIT FUNDING APPLICATION

Name of Organization: Interlakes Senior Citizen Center

Address: 822 SW 10th St. (Mailing address: 211 S. Liberty Ave. Madison, SD 57042)

Phone Number: 605-291-9176 Email Address: meven1957@gmail.com

Funding Request: $ 15,000

Have you received funding from the City of Madison in the past? [✓] yes [ ] no

Are you a [✓] South Dakota registered non-profit [ ] 501(c)3 organization [ ] government entity [ ] other ______________

Please complete this application in its entirety. To be eligible, recipients must be organizations or present projects whose work constitutes a public purpose with a mission supporting the public and for the good of the residents of Madison.

1. What purpose will the requested funds fulfill?

Funds will be used to continue making major improvements and to maintain the building.

2. When will the funds be used?

We plan to use the funds in 2026.

3. How will the activity/project benefit the City of Madison? What target population will be served by this funding? Approximately how many people will benefit from this activity/project? *These funds must be used to benefit residents of the City of Madison.*

The Senior Center is open to all seniors from Madison and surrounding communities. We have seen an increase in usage of the building as more programs are developed. We feel strongly in supporting the seniors of Madison and having a properly maintained facility will keep them more active and engaged.

4. How, specifically, does your organization intend to use the funds requested? Do you have other funding sources to address this need? If this is a new program/initiative, how will you assure future funding sources?

We can't thank you enough for funding in the past and everyone who goes to the Center can't help but notice the improvements. We have a list of projects that still need to be completed and a few are quite costly including the bathrooms. We would like to get a sign but it is currently not in our budget.

5. What are your plans for evaluation? What will you measure in order to determine success of the program or initiative being funded?

We know the Interlakes Senior Citizen Center is on the right path to continued success. We are excited to see our programs expand and our membership and usage increase.

Please feel free to attach any supporting documentation.

As a condition of funding, the following must accompany your completed application:

☐ completed Form W-9

☐ copy of the most current certified audit report and/or financial statement

☐ proof of non-profit status

Name/Title of Person Completing Funding Request: Mark Even, president

Applicant's Signature: ______________________________

This application and supporting documentation are due to the Finance Office by July 31st. Submit to 503 S. Highland Avenue, Madison, SD, 57042 or amy.sad@cityofmadisonsd.com. The Commission will review all requests. Organizations may formally present their requests on the third Monday in August.

For questions regarding this application process, please contact the Finance Officer at 605-256-7500.

THE CITY OF MADISON

NON-PROFIT FUNDING APPLICATION

Name of Organization: Inter-Lakes Community Action Partnership, Inc. (ICAP)

Address: P.O. Box 268 Madison, SD 57042

Phone Number: 605-256-6518 Email Address: ekunzweiler@interlakescap.com

Funding Request: $ 2900

Have you received funding from the City of Madison in the past? [x] yes [ ] no

Are you a [x] South Dakota registered non-profit [x] 501(c)3 organization [ ] government entity [ ] other ______________

Please complete this application in its entirety. To be eligible, recipients must be organizations or present projects whose work constitutes a public purpose with a mission supporting the public and for the good of the residents of Madison.

1. What purpose will the requested funds fulfill?

The Sixties Plus Dining Program is committed to offering nutritious meals and meaningful social connections to individuals aged 60 and older, particularly those at risk of malnutrition due to factors such as frailty, illness, recent surgery, isolation, or the natural effects of aging. By promoting proper nutrition, the program helps seniors maintain their physical health and independence, while regular social interaction supports mental well-being and reduces feelings of loneliness. Participants will also be connected with additional community resources to further enhance their quality of life. Education will be provided on the availability of frozen meals and the benefits of the Star Card program.

2. When will the funds be used?

Funds will be utilized throughout our program's fiscal year, spanning from June 2025 to September 2026.

3. How will the activity/project benefit the City of Madison? What target population will be served by this funding? Approximately how many people will benefit from this activity/project? *These funds must be used to benefit residents of the City of Madison.*

Meals will be provided on weekdays to individuals aged 60 and older, with additional weekend meals offered through our frozen meal program. This ensures that vulnerable, homebound seniors can maintain their nutritional health while benefiting from at least one daily social interaction.

4. How, specifically, does your organization intend to use the funds requested? Do you have other funding sources to address this need? If this is a new program/initiative, how will you assure future funding sources?

We are seeking support from the City of Madison to be used as local matching funds, which enable us to leverage the federal dollars that make up 50% of the program's budget. Without this local support, ICAP would be unable to sustain the current level of services offered through the program in the Madison area.

5. What are your plans for evaluation? What will you measure in order to determine success of the program or initiative being funded?

Program staff will conduct semi-annual assessments of the nutritional status of homebound seniors. Any changes in physical or mental health are documented, and each participant's nutritional well-being is recorded. This information is entered into a database for statistical analysis. When needed, staff will refer participants to appropriate agencies to ensure they receive the necessary support and services.

Please feel free to attach any supporting documentation.

As a condition of funding, the following must accompany your completed application:

- [x] completed Form W-9
- [x] copy of the most current certified audit report and/or financial statement
- [x] proof of non-profit status

Name/Title of Person Completing Funding Request: Eric Kunzweiler, CEO

Applicant's Signature: Eric Kunzweiler Digitally signed by Eric Kunzweiler Date: 2025.07.21 13:37:48 -05'00'

This application and supporting documentation are due to the Finance Office by July 31st. Submit to 116 W Center St, Madison, SD, 57042 or amy.sad@cityofmadisonsd.com. The Commission will review all requests. Organizations may formally present their requests on the third Monday in August.

For questions regarding thisapplicationprocess, please contact the Finance Officer at 605-256-7502.

FINANCE UPDATE

JULY - 2025

Presented By:
Amy Sad, Finance Officer

THE CITY OF MADISON
Discover the Unexpected

NOTES

- We launched the new capital budget submission process via ClearGov to streamline capital planning and improve long-term forecasting. Department heads have received training and the system is live.
- A comprehensive review of sales tax revenue accounting within the Tyler system is underway to correct backend processes and ensure accurate fund movements. This review is critical due to the complexity and volume of internal transactions.
- Due to ongoing audit delays, we are exploring transition options to ensure timely completion of audits. Engagement discussions are ongoing with potential firms.
- Departments aiming to reduce General Fund budget by 5-10% in 2026. This is due to increase in projects the past few years combined with potential decreases to sales tax and property tax revenues.

CASH ON HAND

Type of Cash	Amount
General Cash	$9.06M
Investments	$6.01M
Checking	$2.12M
Money Market	$687k
Other	$250k
Restricted Cash	$633k

REVENUE GUIDELINES

Fund	Description	Budget	July	YTD	% of Budget
101	General Fund	$8,485,696	$738,221	$7,031,566	82.9%
211	Lodging & Entertainment Tax	$350,000	$33,139	$153,249	43.8%
213	2nd Cent Sales Tax	$2,431,943	$262,979	$1,302,562	53.6%
214	Business Improvement District Bid	$53,500	$5,500	$30,294	56.6%
220	Special Maintenance Fee	$251,847	$1,175	$151,468	60.1%
303	Tax Increment District #2	$60,000	$0	$21,971	36.6%
307	Tax Increment District #3	$0	$0	$27,107	0.0%
308	Tax Increment District #5	$0	$0	$92	0.0%
309	Tax Increment District #6	$0	$0	$7,338	0.0%
312	Swimming Pool Debt	$0	$0	$260	0.0%
517	Creek - Bridge Mitigation	$3,593,704	$748,748	$2,129,595	59.3%
518	City Hall Construction	$0	$0	$0	0.0%
602	Water Fund	$7,414,365	$199,385	$1,926,884	26.0%
603	Electric Fund	$13,117,475	$1,053,918	$7,247,066	55.2%
604	Sewer Fund	$4,151,276	$159,057	$1,396,476	33.6%
612	Solid Waste Fund	$512,726	$38,360	$298,515	58.2%
620	Community Center	$1,033,500	$27,909	$374,836	36.3%
621	After School / Youth Program	$181,424	$7,858	$83,612	46.1%
	TOTAL	**$41,637,456**	**$3,276,250**	**$22,182,893**	**53.3%**

EXPENDITURE GUIDELINES

Fund	Description	Budget	July	YTD	% of Budget
101	General Fund	$12,118,768	$1,232,633	$9,562,982	78.9%
211	Lodging & Entertainment Tax	$255,000	$35,000	$105,000	41.2%
213	2nd Cent Sales Tax	$175,000	$0	$2,975	1.7%
214	Business Improvement District Bid	$13,375	$0	$13,157	98.4%
220	Special Maintenance Fee	$24,000	$0	$4,000	16.7%
303	Tax Increment District #2	$60,000	$0	$21,971	36.6%
307	Tax Increment District #3	$0	$0	$0	0.0%
308	Tax Increment District #5	$0	$0	$0	0.0%
309	Tax Increment District #6	$0	$0	$0	0.0%
312	Swimming Pool Debt	$0	$0	$0	0.0%
517	Creek - Bridge Mitigation	$5,738,600	$1,416,252	$4,326,017	75.4%
518	City Hall Construction	$144,467	$0	$95,644	66.2%
602	Water Fund	$6,030,798	$908,314	$2,721,724	45.1%
603	Electric Fund	$21,520,643	$1,225,906	$5,816,556	27.0%
604	Sewer Fund	$2,870,248	$563,279	$1,724,579	60.1%
612	Solid Waste Fund	$526,556	$38,552	$277,203	52.6%
620	Community Center	$1,032,626	$56,471	$546,815	53.0%
621	After School / Youth Program	$178,724	$27,102	$92,928	52.0%
	TOTAL	**$50,688,804**	**$5,503,509**	**$25,311,551**	**49.9%**

PROFIT OR LOSS – JULY 2025

Fund	Description	MTD Revenue	MTD Expense	MTD Profit or Loss
101	General Fund	$738,221	$1,232,633	($494,411)
211	Lodging & Entertainment Tax	$33,139	$35,000	($1,861)
213	2nd Cent Sales Tax	$262,979	$0	$262,979
214	Business Improvement District Bid	$5,500	$0	$5,500
220	Special Maintenance Fee	$1,175	$0	$1,175
303	Tax Increment District #2	$0	$0	$0
307	Tax Increment District #3	$0	$0	$0
308	Tax Increment District #5	$0	$0	$0
309	Tax Increment District #6	$0	$0	$0
312	Swimming Pool Debt	$0	$0	$0
517	Creek - Bridge Mitigation	$748,748	$1,416,252	($667,504)
518	City Hall Construction	$0	$0	$0
602	Water Fund	$199,385	$908,314	($708,929)
603	Electric Fund	$1,053,918	$1,225,906	($171,988)
604	Sewer Fund	$159,057	$563,279	($404,222)
612	Solid Waste Fund	$38,360	$38,552	($192)
620	Community Center	$27,909	$56,471	($28,562)
621	After School / Youth Program	$7,858	$27,102	($19,244)
	TOTAL	**$3,276,250**	**$5,503,509**	**($2,227,259)**

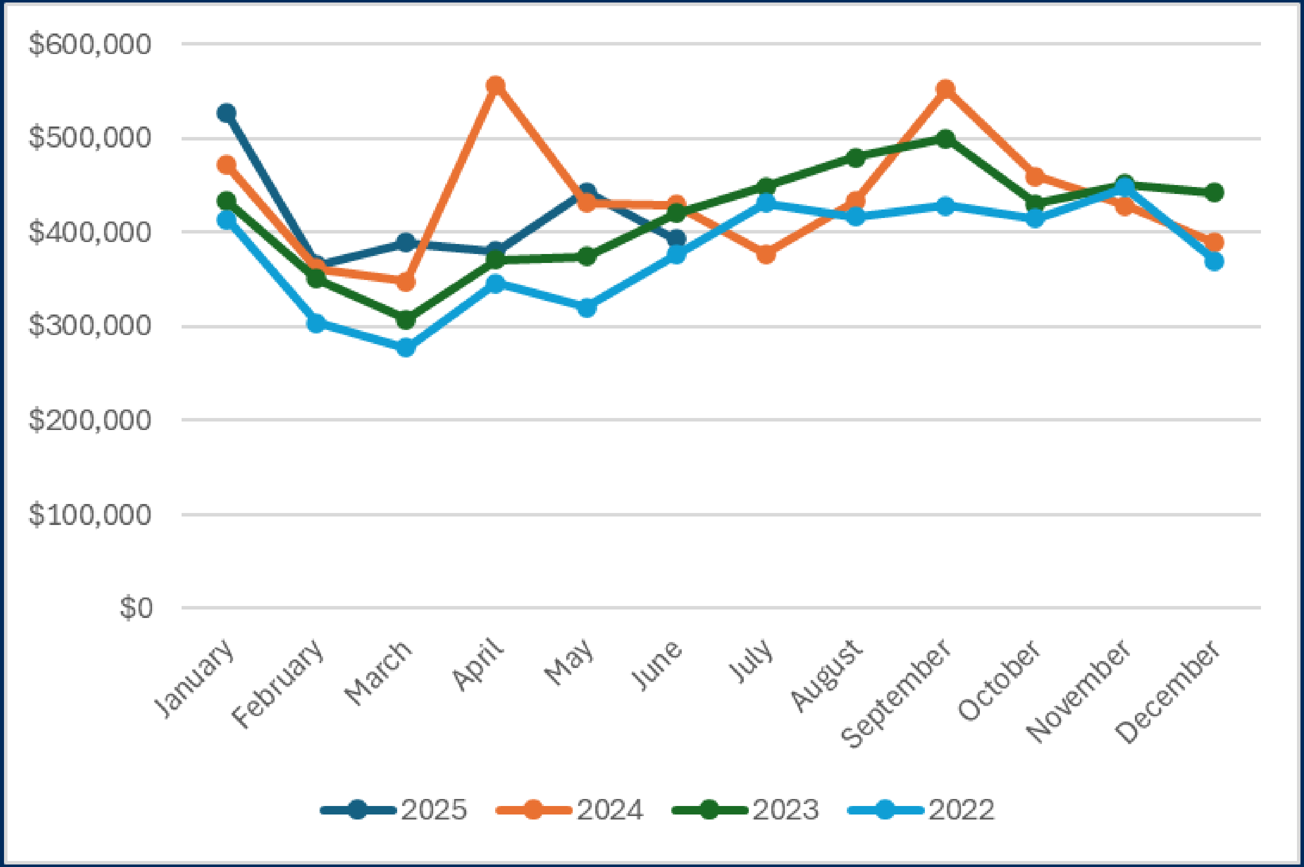
PROFIT OR LOSS – YTD 2025

Fund	Description	YTD Revenue	YTD Expense	YTD Profit or Loss
101	General Fund	$7,031,566	$9,562,982	($2,531,415)
211	Lodging & Entertainment Tax	$153,249	$105,000	$48,249
213	2nd Cent Sales Tax	$1,302,562	$2,975	$1,299,587
214	Business Improvement District Bid	$30,294	$13,157	$17,138
220	Special Maintenance Fee	$151,468	$4,000	$147,468
303	Tax Increment District #2	$21,971	$21,971	$0
307	Tax Increment District #3	$27,107	$0	$27,107
308	Tax Increment District #5	$92	$0	$92
309	Tax Increment District #6	$7,338	$0	$7,338
312	Swimming Pool Debt	$260	$0	$260
517	Creek - Bridge Mitigation	$2,129,595	$4,326,017	($2,196,422)
518	City Hall Construction	$0	$95,644	($95,644)
602	Water Fund	$1,926,884	$2,721,724	($794,840)
603	Electric Fund	$7,247,066	$5,816,556	$1,430,510
604	Sewer Fund	$1,396,476	$1,724,579	($328,102)
612	Solid Waste Fund	$298,515	$277,203	$21,313
620	Community Center	$374,836	$546,815	($171,979)
621	After School / Youth Program	$83,612	$92,928	($9,316)
	TOTAL	**$22,182,893**	**$25,311,551**	**($3,128,658)**

SALES TAX

Month	% Increase	2025	2024	2023	2022
January	11.60%	$526,287	$471,571	$432,730	$413,511
February	0.92%	$365,323	$361,999	$350,238	$303,973
March	11.91%	$389,280	$347,846	$308,016	$277,186
April	-31.79%	$379,610	$556,545	$371,022	$346,336
May	2.67%	$443,297	$431,766	$374,131	$320,367
June	-8.65%	$392,772	$429,961	$420,501	$376,298
July			$376,990	$448,323	$431,753
August			$433,097	$480,355	$416,258
September			$551,973	$499,767	$428,928
October			$459,462	$430,674	$414,971
November			$428,143	$451,510	$448,293
December			$389,624	$442,683	$370,263
Total	15.06%	$2,496,570	$5,238,976	$5,009,950	$4,548,137

SALES TAX GRAPH



Q&A

THE CITY OF MADISON
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