BOARD OF COMMISSIONERS AGENDA
MONDAY, NOVEMBER 17, 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 – November 3, 2025
2) Bills for Approval – November 19, 2025
3) Bills for Ratification – November 12, 2025
4) Payroll Bills for Ratification – November 7, 2025
5) Personnel
6) Declare Surplus Property and Appoint Appraisers - Scrap Wire / Scrap Miscellaneous
7) Approve 2026 Alcoholic Beverage License Application Renewals - Liquor/Wine

APPEARANCES

8) District 8 Legislators - Senator Casey Crabtree, Representative Tim Reisch, & Representative Tim Walburg

UNFINISHED BUSINESS

9) Approve Supplement to Agreement with Heartland Energy for Use of Demand Adjusted Advantage Program (DATA)

NEW BUSINESS

10) Bridge Inspections Review - Banner Associates
11) Approve Master Power Purchase and Sale Agreement with Basin Electric Power Cooperative
12) Approve Agreement for Legal Services with Jencks Law, P.C.
13) Authorize Mayor to Sign Project Closeout – AIG 3-46-0029-027-2025 - Madison Municipal Airport
14) Authorize Mayor to Sign Project Closeout – AIP 3-46-0029-028-2025 - Madison Municipal Airport
15) Authorize Mayor to Sign Federal Grant Preapplication IIJA AIG 3-46-0029-029-2026 - Airport Master Plan and Airport Layout Plan (ALP) Update
16) Authorize Mayor to Sign Federal Grant Preapplication AIP 3-46-0029-030-2026 - Airport Master Plan and Airport Layout Plan (ALP) Update
17) November 2025 Finance Updates

PUBLIC COMMENT

ANNOUNCEMENTS

18) Next Regular Commission Meeting – Monday, December 1, 2025 at 5:30 pm
19) Board opening: Community Center Advisory Committee — 1 three-year term ending in December 2028

20) City Circle: Kids Edition - Monday, November 24 from 5-6pm at the Madison Public Library

Executive Session

21) Pursuant to SDCL 1-25-2(1) and 1-25-2(4)

ADJOURN

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

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

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

CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042

November 3, 2025
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30 PM on the 3rd day of November with the following members present upon roll call: Commissioners Kelly Dybdahl (via Zoom), Jenny Wolff, 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 November 3, 2025 agenda. Motion carried unanimously.

Motion by Commissioner Buresh, seconded by Commissioner Wolff to approve the following items on the consent calendar: Minutes – October 20, 2025; Bills for Approval – November 5, 2025; Bills for Ratification – October 29, 2025; Payroll Bills for Ratification – October 24, 2025; Personnel; Appoint George Colombe to fill vacancy on Airport Board ending in April 2030; Approve 2026 Alcoholic Beverage License Application Renewals – Liquor/Wine.

Bills for Approval – November 5, 2025
ACE HARDWARE Hose $110.41; ADVANCED CONTRACTING SOLUTIONS Sidewalk Repairs $6,887.77; AUTOMATIC BUILDING CONTROLS Annual Fire Alarm Monitoring $540.00; BIG AL'S CONTRACTING INC Sidewalk Improvement Project $92,525.30; BRISSETTE/RYLEE Classes at Community Center $112.00; BUTLER MACHINERY CO Cylinder $2,413.26; DAKOTA STATE UNIVERSITY Wheeling Reimbursement $557,953.68; DUININCK INC. Water Hydrant Refund $500.00; F & M COOP OIL CO Propane $54.75; FOX PROMO LLC Zombie Run Shirts & Design $528.30; GREATER MADISON AREA CHAMBER Qtr 4 Appropriation $27,661.00; HASLETON/JARED Classes at Community Center $629.75; KESTELOOT EXCAVATION AND DIRT WORKS SERVICES Park Creek Walls Improvements $82,152.23; KRUG PRODUCTS INC UPS Shipping $344.83; LAKE COUNTY INTERNATIONAL INC Case Tractor $1,274.18; LYLE SIGNS INC Signs $143.37; MADISON AREA DEVELOPMENT CORP 4th Qtr Allotment $65,000.00; MADISON GROCERY STORE INC Floating Pumpkin Patch Supplies $213.42; MEIERHENRY SARGENT LLP Bond Counsel for DW/CW Projects $53,384.63; MID STATES AUDIO INC Streaming Solution - Commission Meetings $1,084.99; MIDCONTINENT COMMUNICATIONS Business Internet $351.22; OFFICE PEEPS INC Paper $16.95; PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rental $158.00; RASMUSSEN/AUTUMN Classes at Community Center $164.00; RC FIRST AID First Aid Kits Refills $23.00; RUNNINGS SUPPLY INC Jacket/Pants/Cement/Heater $500.13; SD DEPT OF AGRICULTURE & NATURAL RESOURCES Air Quality Permit Title V - 5 yr fee $138.00; SD DEPT OF TRANSPORTATION 2025 Bridge Inspections $873.98; SD ONE CALL One Call Services $111.30; SIOUX VALLEY ENVIRONMENTAL INC Calibrate MicroClip $125.00; SOUKUP CONSTRUCTION INC Reconstruct Apron and Taxilane $27,916.98; STURDEVANTS MADISON INC Battery $147.97; WHEALY/MARK Spin Classes $84.00; WINTER CONTRACTING LLC Water System Improvements $536,128.22.

Bills for Ratification – October 29, 2025
AAA COLLECTIONS INC Collection Services $2.09; ACE HARDWARE Step Ladder $280.34; AIRGAS Library Railing Supplies $145.92; AMAZON CAPITAL SERVICES INC Coffee, Medals & Event Decorations, Receipt Paper $1,031.61; APPEARA Mat Rentals $457.80; AT & T MOBILITY Service for Phones & Tablets $3,225.82; BIALAS/WADE 2025 Wildland Fire Services $4,137.19; BLUEPEAK Phone & Internet $4,557.28; BORDER STATES ELECTRIC SUPPLY Cable Grounding Kit $1,153.90; BOUND TO STAY BOUND INC Books $39.64; BUFFALO RIDGE CONCRETE INC Concrete $390.00; BUTLER MACHINERY CO Parts $680.83; CENGAGE GROUP Books $223.58; CENTURY BUSINESS PRODUCTS INC Copier Lease $529.09; CITY OF MADISON 2025 Wildland Fires / Motel Reimbursement $1,540.00; CLASSIC CONVENIENCE INC Fuel $51.62; COLMAN BUILDING CENTER Lumber $295.08; COLUMN SOFTWARE PBC Publications $221.02; DAKOTA CINEMA LLC Popcorn Oil $220.73; DGR ENGINEERING Professional Services - Green Sub $68,268.70; DUININCK INC. Asphalt $14,002.47; ELITE CARD PAYMENT CENTER Credit Card Purchases through 10/17/25 $78.75; F & M COOP OIL CO Propane $37.80; FAST LANE MECHANICAL Snow Melt Final Pymt $11,168.72; FASTENAL CO Parts $11.73; FLEET PRIDE Parts, Filters $497.44; GRAVEL PIT CO RUS Capping $40,584.30; GREAT AMERICA FINANCIAL SVCS FIN & HR Copier Lease $720.91; HEGG/RYAN Travel

Reimb (Lewis & Clark Meeting) $78.40; HILLYARD INC Detergent $220.76; INFOTECH SOLUTIONS LLC Computer & Software Subscription Fees $7,383.86; JOHNSON/ERIC 2025 Wildland Fire Services $3,874.89; JOSH'S TOOLS LLC Socket $29.50; KLJ ENGINEERING LLC Airport Master Plan, AGIS & ALP Update $92,286.50; LACAL EQUIPMENT INC Sweeper Parts $1,560.80; LAKE COUNTY RURAL FIRE BOARD 2025 Wildland Fires / Truck Rental Brush #2 $12,707.50; LEWIS DRUGS INC Cat Food & Cleaning Supplies $76.95; MAC QUEEN EQUIPMENT LLC DBA MAC QUEEN EMERGENCY Uniforms $1,063.30; MARCO TECHNOLOGIES CC Copier Lease $304.84; MICROMARKETING LLC Books $549.61; MIDCONTINENT COMMUNICATIONS Business Internet $140.39; MIDWEST ALARM CO 2 Button Transmitter $891.88; MRG HAUFF Volleyballs & Soccer Balls $260.00; OFFICE PEEPS INC Copier Contract $558.13; ONE STOP Fuel $51.23; PENGUIN RANDOM HOUSE LLC Books $101.17; PITNEY BOWES INC RESERVE ACCOUNT Postage $2,000.00; RC FIRST AID First Aid Supplies $158.50; RUNNINGS SUPPLY INC Anti-Freeze/Tools $386.50; SANITATION PRODUCTS INC Brooms $1,980.00; SCHOENFISH & CO INC 2023 Financial Audit $30,000.00; SD DEPT OF AGRICULTURE & NATURAL RESOURCES Application for Cert of Water Dist. II - J. Martin $60.00; SD DEPT OF TRANSPORTATION Windsocks $69.62; SD PUBLIC HEALTH LABORATORY Water Samples $422.00; SOUKUP CONSTRUCTION INC Airport Hangar Siding/Concrete/Insulation $7,368.89; STAN HOUSTON EQUIPMENT CO Fluid for Shoring Equipment $320.00; STURDEVANTS MADISON INC Bench Seat - #68 $515.00; TIMMER SUPPLY CO Air Filters/Parts/Manhole Repair $1,191.93; TYLER TECHNOLOGIES INC CW & DW SRF Surcharge Project $830.00; UTILISMART CORPORATION Utility Data/Device Manager and SmartMAP $1,881.83; VERIZON BUSINESS ASP Cell Phone $130.60; WILLS/ELLIE Animal Shelter Cleaning $400.00; WOOD/ATHENA Crafting with Athena Class $30.00.

Payroll Bills for Ratification – October 24, 2025
BQ & Associates PC, LLO $346.94; Health Pool of South Dakota $53,801.83; IRS-EFTPS $51,658.97; Office-Child Support Enforce $668.30; SD Retirement System $27,997.15; SD Retirement System $10,504.00.

Motion by Commissioner Buresh, seconded by Commissioner Wire to Approve Second Reading of Ordinance No. 1682 – Amending 2025 Budget Appropriations Ordinance No. 1672. Motion carried unanimously. This is a correction to the current year's budget to remove $175,000 from revenue in the Second Penny Sales Tax Fund, which was stated as Miscellaneous Revenue. There were no changes from the first reading.

Motion by Commissioner Buresh, seconded by Commissioner Wire to Approve Second Reading of Ordinance No. 1683 – 2026 Budget Appropriations. Motion carried unanimously. There were three changes from the first reading, however, not significant enough to require a third reading. The changes made were to HR/Benefits Payouts – an increase of $31,600 to cover updated benefit payout projections; Group Insurance – an additional $47,000 across departments; and Water and Sewer Enterprise Funds – an increase of $25,000 for a Water/Sewer Rate Study, which was not included in the first reading.

Motion by Commissioner Buresh, seconded by Commissioner Dybdahl to proceed with demolition of the Water Tower at 504 NW 4th Street and potentially install a monopole, pending costs and whether this needs to be completed immediately, or if it can be extended to 2027. Motion carried unanimously. This water tower has not been in service since January 2024. The City received 35 responses from residents through a survey; 14 were supportive of keeping/maintaining the water tower, 7 were in favor of demolition, and 7 did not specify.

Motion by Commissioner Wolff, seconded by Commissioner Wire to Amend Resolution No. 2025-25 – Setting Time of City Commission Meetings – to take effect on January 1, 2026. Motion carried unanimously.

Motion by Commissioner Wolff, seconded by Commissioner Dybdahl to Approve Resolution No. 2025-25 – Setting Time of City Commission Meetings. Motion carried unanimously. This resolution sets the first meeting of the month at 12:00 PM, whereas the second meeting of the month will remain at 5:30 PM. The first meeting to be held at 12:00 PM will be Monday, January 5, 2026.

Motion by Commissioner Buresh, seconded by Commissioner Wolff to Approve Resolution No. 2025-26 – Assign Fund Balances for Reserves. Motion carried unanimously. A few months ago, the Commission approved to unassign all reserve funds per direction from the Department of Legislative Audit. This resolution initiates the reassignment of fund balances for enterprise reserves. General Fund reserves will be determined next.

Nate Jones and Mike Malone, both of Heartland Energy, were present to provide an overview of the Demand Adjusted Advantage Program (DATA). Heartland Energy Board of Directors approved a special rate for DATA Centers, which is essentially bitcoin mining, and companies are looking to locate in cities like Madison.

Motion by Commissioner Wolff, seconded by Commissioner Dybdahl to Table Item – Supplement to Agreement with Heartland Energy for Use of Demand Adjusted Advantage Program (DATA). Motion carried unanimously.

Motion by Commissioner Buresh, seconded by Commissioner Wire to Approve Change Order No. 3 – Madison Water System Improvements Segment 4 – Metro Construction Inc. Motion carried unanimously. This segment is the Industrial Park water loop. Metro Construction struck the sanitary service at Infotech during construction. This sanitary service was not identified on pre-project utility locates; therefore, it was not included in the project plans or located in the field during construction. This error is the responsibility of the City, at a cost of $67,324.20.

Motion by Commissioner Buresh, seconded by Commissioner Wolff to Approve Change Order No. 4 – Madison Water System Improvements Segment 5A – Asphalt Surfacing Company Inc. Motion carried unanimously. This change order is a decrease of $274,089.39, bringing the total project cost to $4,186,744.61.

Motion by Commissioner Buresh, seconded by Commissioner Wire to Approve Change Order No. 5 – Park Creek Walls Improvements Site 2 – Kesteloot Excavation and Dirt Work Services. Motion carried unanimously. This change order is an increase of $877.25, bringing the total project cost to $4,193,020.25.

Motion by Commissioner Wire, seconded by Commissioner Buresh to Approve Change Order No. 2 – Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot – Soukup Construction Inc. Motion carried unanimously. This change order is an increase of $2,987.55 for final adjustment of quantities, bringing the total project cost to $466,770.05.

Jameson Berreth presented the monthly City updates.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, November 17, 2025 at 5:30 PM

Motion by Commissioner Buresh, seconded by Commissioner Wolff to enter into Executive Session at 6:41 PM pursuant to SDCL 1-25-2(4) – Preparing for contract negotiations or negotiating with employees or employee representatives. Motion carried unanimously.

Mayor Lindsay declared the Commission out of Executive Session at 8:03 PM.

Motion by Commissioner Buresh, seconded by Commissioner Dybdahl to Adjourn at 8:04 PM.

/s/Amy L Sad
Finance Officer

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
HEILMAN, BERNARD	11/3/2025	TEMP	PT<20	$16.00	$16.00	PARK MAINTENANCE II
MATHISON, SCOTT	11/3/2025	TEMP	PT<20	$18.96	$18.96	PARK MAINTENANCE II
KASS, KEITH	11/5/2025	TEMP	PT<20	$15.50	$15.50	PARK MAINTENANCE II

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: **11/3/2025**

RE: **Declare Surplus Property**

$___________________________
(Includes any applicable sales tax)

Scrap Wire/Materials

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

THE CITY OF MADISON

2026 License Renewals
Retail (on-sale) Liquor
Package (off-sale) Liquor
Convention Center (on-sale) Liquor
Retail (on-off sale) Wine & Cider

OWNER NAME	BUSINESS NAME	ADDRESS
Baltazars LLC	Los Tapatios Mexican Restaurant	200 S Egan Ave
David Foley	Foley's Bar	120 S Egan Ave

SUPPLEMENT
TO THE
AGREEMENT FOR CITY OF MADISON, SOUTH DAKOTA

This Supplement to the Electric Power Sales Agreement ("Supplement") is entered into as of November 4th, 2025 (the "Effective Date") by and between Heartland Consumers Power District a/k/a Heartland Energy ("Heartland") and City of Madison, South Dakota ("Customer") (each individually a "Party" or collectively, the "Parties".).

RECITALS

WHEREAS, Heartland is a public corporation and political subdivision of the State of South Dakota created for the purpose of providing wholesale electric energy and has its principal place of business at 432 SE 12th Street, Madison, South Dakota and a provider of a Demand Adjusted Technology Advantage ("DATA") to its customers; and

WHEREAS, the Customer is electing to participate in a special rate and administration program related to data centers that may locate within their electric service territory; and

WHEREAS, Heartland is willing to offer this program to its Customer for the protection and benefit of both Parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree that this Supplemental Agreement sets forth the terms under which Heartland will supply its DATA to Customer during any time period when the Customer is in privity of contract with Heartland related to the purchase of energy or capacity in whatever form, or any other benefit, and constitutes the entire agreement among the Parties relating to the subject matter hereof and supersedes any other agreements, written or oral between the Parties concerning this Program.

SUPPLEMENT

1. <u>Term</u>. The term of this Supplement shall begin as of the Effective Date and extend one (1) calendar year, unless either Party provides thirty (30) days written notice of termination to the other Party at the place or to the person designated in the [title], or the Heartland Board of Directors' discontinuance of the Program by resolution voted on and approved by the Board at a regularly held or special meeting.

2. Qualification. In order to qualify the Parties agree as follows:

   For the DATA, the data center (DC) must:

a. Must be located within City of Madison's service territory;

b. Be at least five (5) MW or higher as that is measured by Heartland;

c. The DC will have an expected load factor of at least eighty percent (80%);

d. The DC must qualify as a demand response resource as an interruptible load per their service providers [MISO/SPP] tariff.

3. The DATA provides a special data center incentive rate for the new load of the DC. The data center incentive rate will be set by Heartland's Board of Directors and is subject to change by the Board at any time by resolution at a regularly scheduled or special meeting. The DATA rate will include but not be limited to the following:

   a. Demand rate to be charged to DC based on minimum load and planning reserve margin;

      i. The minimum load will be reviewed on an annual basis by Heartland to calculate the demand charge for the Customer to be charged to the data center;

      ii. Any increase in the minimum load resulting in non-compliance from Heartland toward its resource adequacy requirement will result in a penalty payment until the next planning year minimum load can be adjusted.

   b. Market pass-through of energy with margin added for both Heartland and participating Heartland Customer; and

   c. All transmission and wheeling costs associated to the DC will be allocated and charged to DC with no margin.

4. The Customer will be responsible to determine if use of the DATA rate is in violation of any ordinance or statute and to implement any changes to such ordinance or statute necessary for Customer to utilize the DATA. Heartland shall be held harmless from any such considerations.

5. The Customer shall:

   a. Notify Heartland as soon as practical of any planned use of the DATA for a qualifying retail customer and provide adequate information to Heartland to determine if the new load meets the minimum program requirements to participate in the DATA.

b. Pass through market rate. A fixed meter charge and a demand on maintenance can be charged.

c. Implement separate time of use metering for the new load demand intervals and meter readings to allow the new load to be segregated from the Heartland billing determinants.

d. Submit meter data for the previous month to Heartland by the 5th day of each month.

e. Require the DC or the existing Customer to pay Southwest Pool (SPP) or Midcontinent Independent System Operator (MISO) study deposit and costs associated with the study, all transmission improvements identified for the site, substation improvements, and interconnection costs.

f. Require DC to periodically test and submit demand response test results or interruptible load test results and meet all requirements of the program(s) per their [MISO/SPP]tariff rates.

g. Require DC to monitor corresponding regional transmission organization real time energy market.

6. Heartland further agrees to:

a. Show the amount of energy used by the new load of the qualifying DC separately on the participating municipal customer's monthly invoice and bill the new load at the rate approved by the Board for these types of projects.

b. Establish a separate node for the site of the DATA to provide additional transparency.

7. Heartland reserves the right to audit the Customer's billings to the qualified Data Center to ensure compliance with the DATA terms. Heartland shall review the DATA each year during its normal budget approval process to determine the viability of the program and reserves the right to discontinue the program at any time. Heartland's Board of Directors shall retain sole discretion in all decisions regarding DCIP and the establishment, use, continuation and termination of the incentive rate.

8. This Supplement may be executed in multiple counterparts, including facsimile(s) or emails, each of which will be considered an original but all of which together will constitute one and the same instrument.

9. This Supplement contains the entire agreement between the Parties with respect to the subject matter of this Supplement (data center incentive rates) and supersedes any previous understandings, commitments, or agreement, oral or written, with respect to the sections discussed herein. All other terms and conditions of the agreement entered into by and between the Parties and executed on September 13, 1994, shall remain in full force and effect.

WHEREFORE, the Parties acknowledge and agree to this Supplement effective as of the Effective Date.

DATED: ___________________________

HEARTLAND CONSUMERS POWER DISTRICT

By: _______________________________
Russell Olson, Chief Executive Officer

City of Madison, South Dakota

By: _______________________________
Roy J Lindsay Jr, Mayor

Attest: ____________________________
Amy Sad, Finance Officer

2025 Bridge Inspection Overview

engineering a better community

INTRODUCTION

- Matt Buenger, PE, Banner Associates, Inc.
- 6 years bridge inspection experience
- Overview of bridge system
- Met with Ryan regarding details of inspections

OVERVIEW OF BRIDGE INSPECTION PROGRAM

- Bridge = opening of more than 20’
- Federal requirement, every 2 years minimum
- SDDOT pays 80%, City pays 20%

WHY ARE BRIDGES INSPECTED?

- Public Safety
- A Professional Engineer (PE) has an ethical responsibility to protect the welfare of the public

OVERVIEW OF BRIDGE SYSTEM

- 17 bridges
  - 0 poor condition
  - 5 fair condition
  - 12 good condition

- No weight limit restrictions

- Bridge replacements
  - (2) Bridges replaced in 2020
  - (12) Bridges replaced since 1993

2025 Recommendations

- Fence Repairs
- Grout storm sewer pipes
- Stabilize Undermining
- Bridge Maintenance
- Other repairs outlined in meeting with Ryan


2025.08.15


2025.08.15


2025.08.15


2025.08.15


2025.08.

2025.08.15

2025.08.15


2025


2025

Bridges Being Monitored

- 5^{th} Street NW – Piles Rotting


2025 . 08


20


2025.08.15


2025.08.14


2025.08.15


2025.08.15

BRIDGE FUNDING OPPURTUNITIES:

- BIG program through SDDOT
- Federal Funding through SDDOT
- Local Funding

Questions?

MASTER POWER PURCHASE AND SALE AGREEMENT

TRANSACTION CONFIRMATION
SPP ACCREDITED CAPACITY + ENERGY

This transaction confirmation ("Confirmation") shall confirm and govern solely the transaction ("Transaction") agreed to on or about the "Effective Date" set forth below between the City of Madison, a municipal corporation of the state of South Dakota ("Seller"), and Basin Electric Power Cooperative, a North Dakota cooperative corporation ("Buyer") (each, a "Party" and collectively, the "Parties") regarding the sale/purchase of the Product as set forth below. Capitalized terms used herein, unless otherwise defined herein, shall have the same meaning as such terms defined by the EEI Master Agreement (as defined below), the SPP Documents (as defined below), or the PPA (as defined below). Unless otherwise set forth herein, if a given term is defined in all or a combination of the EEI Master Agreement, the SPP Documents, and/or the PPA, the definition set forth in the SPP Documents shall control.

The Parties acknowledge that they do not have in place a Master Power Purchase and Sale Agreement with terms and conditions for entering transactions for the purchase and sale of electricity and electricity products. Except to the extent modified herein, this Confirmation shall be governed by, and hereby incorporates by reference, the Master Power Purchase and Sale Agreement, version 2.1 (modified 4/25/2000), COPYRIGHT 2000, as published by the Edison Electric Institute and the National Energy Marketers Association (the "EEI Master Agreement"). This Confirmation, together with the EEI Master Agreement, shall constitute the entire agreement ("Agreement") between the Parties with respect solely to the Transaction described herein. Any inconsistency between any terms of the EEI Master Agreement and any terms of this Confirmation shall be resolved in favor of the terms of this Confirmation.

For the avoidance of doubt, the Parties agree that this Confirmation and the EEI Master Agreement form a single, stand-alone discrete agreement governing solely and exclusively this Transaction, and shall be carved out from, and independent of, any other transaction the Parties have entered into or may enter into under a "Master Power Purchase and Sale Agreement" or any other agreement. The terms and conditions of the Transaction are as follows:

Commercial Terms

Effective Date:	__________ __, 2025
Seller:	City of Madison, South Dakota
Buyer:	Basin Electric Power Cooperative
Generation Resource:	City of Madison Diesel Generators
Product:	Unit Firm Capacity and Energy. "Unit Firm" shall have the meaning given to it in Schedule P to the EEI Master Agreement. The Product will be the Planning Year Capacity attributed to the Generation Resource.

Certain Related Definitions:

Annual Accredited Capacity: The value in Megawatts ("MW") determined available for meeting the Buyer's Resource Adequacy Requirement in SPP from the Nameplate Capacity of the Generation Resource for each SPP Planning Year. The Annual Accredited Capacity will be the average of the summer and winter season accreditation values determined by the Capacity Accreditation Methodology.

Annual Escalation Factor: The annual percentage increase applied to the capacity rate, start charge rate, and VOM rate. For the purposes of this agreement, the Annual Escalation Factor shall be 3.0% and shall be applied beginning June 1, 2027, and each subsequent June 1st thereafter.

Capacity Accreditation Methodology: With respect to each SPP Planning Year, the then-applicable methodology and procedures utilized by SPP to determine the accredited capacity available to Buyer from the Generation Resource for such SPP Planning Year.

Fuel Cost: The sum of the cost of fuel, including taxes, consumed in the plant to generate net scheduled energy to Buyer.

Firm Capacity: The accredited capacity of commercially operable generating units, or portions of generating units, adjusted to reflect purchases and sales of capacity with another party, and that is deliverable with firm transmission service to the Load Responsible Entity's ("LRE") load.

Monthly Capacity Payments: The value in dollars payable each month over the applicable 12-month SPP Planning Year calculated by the product of the Annual Accredited Capacity multiplied by Contract Price for capacity.

Nameplate Capacity: An amount equal to the Generation Resource's full installed capacity. The Nameplate Capacity of the Generation Resource is 10 MW.

SPP Planning Year: The twelve-month period beginning on June 1st of a calendar year through the end of May 31st of the following calendar year ("PY").

SPP Documents: The Southwest Power Pool, Inc.'s ("SPP") (i) Open Access Transmission Tariff ("OATT") on file with the FERC, as may be amended from time to time; and (ii) the SPP OATT Business Practice manuals, as the same may be amended from time to time. In the event of any inconsistency in the SPP Documents, the OATT shall prevail unless FERC has ruled to the contrary. The preceding sentence does not limit in any way Special Condition 8 of this Confirmation.

Qualifying Institution: A major U.S. commercial bank or a foreign bank with a U.S. branch office with a Credit Rating of at least "A-" by S&P and "A3" by Moody's (without a "credit watch", "negative outlook" or other rating decline alert if its long-term senior unsecured credit rating is "A-" by S&P or "A3" by Moody's), having assets of at least ten billion dollars ($10,000,000,000.00), and is otherwise acceptable to Buyer.

Delivery Point: The Delivery Point (specified in Schedule C) will be the point at which the facilities from the Generation Resource and the Seller's electric distribution system interconnect with the transmission system of East River Electric Power Cooperative.

Contract Quantity: Annual Accredited Capacity assigned to the Nameplate Capacity of the Generation Resource for each applicable SPP Planning Year.

Delivery Period: The Delivery Period shall consist of the partial SPP Planning Year from January 1, 2026, to May 31, 2026, and then full SPP Planning Years for which the Generation Resource has been assigned an Annual Accredited Capacity value from June 1, 2026, through May 31, 2035. Each SPP Planning Year shall be defined as from and including Hour Ending ("HE") 0100 Central Prevailing Time ("CPT") on June 1 of the applicable calendar year to through and including HE 2400 CPT, on May 31 of the following calendar year.

Contract Price:

Capacity: $6.00/kW-mo x Annual Escalation Factor, capped at $7.00/kW-mo (Schedule B)

Start Charge: $250.00/MW-start x Annual Escalation Factor

VOM: $23.00/MWh x Annual Escalation Factor

Term: This Confirmation shall be in full force and effect from and after the Effective Date through and including the end of the Delivery Period, unless terminated earlier pursuant to its terms

Special Conditions:

1. SPP Integrated Marketplace

Seller shall have the obligation to notify the SPP Market Monitor through updates to the SPP outage notification system ("CROW") with any outages or derates affecting the Buyer's contract quantity of capacity. Seller shall not schedule planned major outages for maintenance during the period of June 15th through September 15th of each year, unless any (i) such outage is required to avoid damage to the Generation Resource, or due to an Emergency Condition; (ii) such outage is necessary to maintain equipment warranties and cannot be scheduled outside such months; or (iii) such outage is required in accordance with prudent electrical practices.

Seller shall be responsible for the performance of its financial and other obligations to SPP as a generation owner, power marketer, and capacity resource, and Buyer shall be responsible for the performance of its financial and other obligations to SPP in its capacity as a Load Serving Entity, in each case pursuant to the SPP Documents.

2. Firm Transmission Service

Buyer shall be responsible for maintaining firm transmission service from the Delivery Point to Buyer's load in SPP.

3. Delivery and Receipt; Billing.

For each SPP Planning Year:

No later than January 31st prior to the start of the next SPP Planning Year, Buyer shall prepare and deliver to Seller a written notice of the Annual Accredited Capacity attributed to the Nameplate Capacity of the Generation Resource for such upcoming SPP Planning Year and a calculation of the Monthly Capacity Payment for that SPP Planning Year. Every year a new notice and calculation of the Planning Year Payment will be provided from Buyer to Seller ("Annual Accreditation Notice"). In collaboration of the responsibilities under this section, if the Seller has information that Buyer needs to provide the Annual Accreditation Notice, the Seller will work with Buyer to provide that information in a timely manner. The information can include, but is not limited to: hourly output information that may be needed to calculate the monthly, seasonal, or Annual Accredited Capacity value of the Generation Resource along with providing Operational Test results in accordance with SPP's Planning Criteria.

Buyer and Seller shall take all reasonable actions to confirm the delivery and receipt of the Contract Quantity.

The billing period shall be the calendar month. Within ten (10) days after the end of a calendar month during the Delivery Period, Seller shall submit an invoice to Buyer in a form and by a method mutually agreed to by the Parties showing the payment amount for the Monthly Capacity Payment, Start Charges, Fuel Cost, and VOM due Seller with respect to the previous calendar month, specifying the products provided, all billing parameters, rates and factors, and any other data reasonably relevant to the calculation of payments due to Seller.

The Energy Cost incurred by the Municipality when using the Plant for generation to supply the Municipality's power requirements during a local emergency will be the responsibility of the Municipality.

4. Financial Information; Performance Assurance.

The provisions of Option A under Section 8.1(a) and Sections 8.2(a) of the EEI Master Agreement regarding Financial Information apply to this Transaction.

The following provisions apply to the Transaction in lieu of the provisions and options under Sections 8.1(c), (d)&(e) and Sections 8.2(c), (d)&(e) of the EEI Master Agreement regarding Credit Protection:

> If Buyer's Credit Rating drops below Investment Grade, it shall provide Performance Assurance to Seller in an amount reasonably calculated by Seller. "Investment Grade" shall be a credit rating equal to or exceeding Baa3 from Moody's, BBB- from S&P or BBB- from Fitch. Buyer currently has the following Credit Ratings: Baa1 from Moody's; A from Fitch; A from S&P.
>
> Seller shall provide Performance Assurance to Buyer in the amount of $500,000. The Performance Assurance by Seller and, if applicable by Buyer, shall be in the form of cash collateral posted with the other Party by the Party providing Performance Assurance, or a Letter of Credit from a Qualifying Institution. Said Performance Assurance from Seller shall be in full force and effect

and provided to Buyer within fifteen (15) Business Days following the Effective Date and shall remain in effect through the Delivery Period.

Provided however, if Buyer or Seller fails to provide Performance Assurance as required above in this Section or such other credit assurance as the other Party deems acceptable, in its sole judgment, within seven (7) Business Days of receipt of notice, then an Event of Default will be deemed to have occurred and the aggrieved Party will be entitled to pursue the remedies set forth in Article Five of the EEI Master Agreement.

5. Change of Law/SPP Documents.

If any statutes, rules, regulations, permits, authorizations, orders by agencies of competent jurisdiction or SPP market rule changes are enacted, amended, granted, revoked or issued after the Effective Date which have the effect of (i) changing the transfer and sale procedure set forth in this Confirmation, (ii) eliminating the Product so that the implementation of this Agreement becomes impossible or impracticable, or (iii) materially increasing the cost of performance hereunder for the remaining term of this Confirmation ("Change of Law"), then the Parties hereto agree to negotiate in good faith to amend this Confirmation to conform with such Change of Law in order to maintain the original intent of the Parties under this Confirmation.

If the Buyer and Seller do not agree to such an amendment to this Confirmation and the Change of Law:

(a) modifies the transfer and sale procedures applicable to this Transaction, then the procedures the Parties must follow to continue this Transaction while complying with the Change in Law shall be as directed by SPP, or if SPP makes no such direction, then as Buyer shall reasonably specify; or

(b) eliminates the Product as described in clause (ii), then either Party may terminate this Transaction on the effective date of impossibility or impracticability on immediate prior written notice, not to take effect until performance becomes impracticable or impossible; or

(c) was not reasonably foreseeable to the Party terminating this Transaction and materially increases the cost of performance or risk allocation hereunder by such Party for the remaining term of this Confirmation (as described in clause (iii), then the Party so adversely affected may terminate this Transaction on prior written notice to the other Party. The minimum period for such notice shall be 30 days. For the avoidance of doubt, the availability of a higher price for the Product to Seller or a lower price for the Product to Buyer shall not constitute a Change of Law.

For purposes of this Special Condition 5, (i) SPP adoption of substantial penalties applied to intermittent resources for inability to produce energy in some hours shall constitute a Change of Law, and (ii) any modification or change to the SPP Documents that imposes obligations and/or penalties related to any failure to provide capacity or perform (including, without limitation, during any emergencies), shall be deemed a Change in Law for which clause (b) above shall apply, except as otherwise agreed by the Parties. This paragraph does not purport to identify all possible changes in SPP market rules that are or are not reasonably foreseeable, and the failure to list any other possible change by SPP in this paragraph shall not affect whether it is reasonably foreseeable.

Any reference herein to a SPP Document or a specific definition, provision or section thereof shall be deemed to be a reference to a successor SPP Document, definition, provision or section thereof to the extent necessary to effectuate the underlying purpose of the reference.

6. Modifications, Elections and Amendments to the EEI Master Agreement.

(a) Closeout Setoff. Option A under Section 5.6 under the EEI Master Agreement is applicable.

(b) Recording. In Section 1.50 of the EEI Master Agreement, the reference to "Section 2.4" is deleted and replaced with "Section 2.5."

(c) Confirmation. Section 2.3 of the EEI Master Agreement is amended by deleting the term "facsimile" in the second line and replacing it with "mutually agreeable electronic means".

(d) Additional Confirmation Terms. Section 2.4 of the EEI Master Agreement is amended by deleting the phrase "either orally or" from the seventh line.

(e) Netting of Payments. Section 6.4 of the EEI Master Agreement is amended by adding the following clause at the end thereof:

> "Notwithstanding the previous sentence, netting shall not apply to option premiums which shall be settled in accordance with Section 6.7"

(f) Assignment. The existing language of Section 10.5 of the EEI Master Agreement is revised to read as follows:

> Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned; provided however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an Affiliate of such Party which Affiliate's creditworthiness is equal to or higher than that of such Party, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request. Any purported assignment in violation of this provision is void and shall be of no legal effect.

(g) Additional Provisions Regarding Seller Financing. The following new language is added at the end of Section 10.5 of the EEI Master Agreement (as amended above):

> "If Seller requests Buyer's consent to an assignment or other form of pledge to a Financing Party and Buyer does not have a good faith reason to withhold, delay or condition its consent, then Buyer shall promptly provide that consent by execution of a consent to assignment in a form acceptable to Seller's Financing Party, which form may include without limitation, the obligation of the Financing Party or its creditworthy designee to enter into a replacement agreement on substantially the same terms following any rejection or termination of this Agreement in connection with any bankruptcy, a covenant not to amend or modify this Agreement without Financing Party consent, and estoppels (certifying, to the extent true and correct, among other things that (1) this Agreement is in full force and effect, (2) no amendments or modifications have been made, (3) no disputes or defaults exist, (4) no events have occurred that would, with the giving of notice or the

passage of time, constitute a default under this Agreement, and (5) all amounts then due and owing have been paid); *provided, however*, that in providing a consent or estoppel, Buyer shall have no obligation to alter or modify the terms of this Confirmation or provide any consent or enter into any agreement, that materially adversely affects any of Buyer's rights, benefits, risks, or obligations under this Contract. Seller may from time to time request estoppel certificates and Buyer shall provide such estoppels promptly, and in any event within ten (10) Business Days of such request. In connection with any Financing, Buyer shall provide such opinions of counsel regarding this Agreement, as Seller's Lenders may reasonably require."

"Financing" shall mean any indebtedness, equity, tax equity or other financing arrangement, whether secured or unsecured, including, without limitation, loans, guarantees, notes, convertible debt, bond issuances sale/leaseback arrangements and partnership-flips.

"Financing Party" shall mean a party providing Financing to Seller or its Affiliates in connection with the project referred to herein as the Generation Resource, or any refinancing of that Financing, and shall include any assignee or transferee of such a party and any trustee, collateral agent or similar entity acting on behalf of such a party."

(h) General. At the end of the second to last sentence of Section 10.8 of the EEI Master Agreement, the following is added: "and the rights of either Party pursuant to Section 7.1 shall also survive the termination of the Agreement or any Transaction."

7. Governing Law.

THIS CONFIRMATION AND THE EEI MASTER AGREEMENT AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

8. Mobile-Sierra.

All rates, terms and conditions as specified in the Master Agreement and this Confirmation shall remain in effect in accordance with their terms and shall not be subject to change through application to the Federal Energy Regulatory Commission ("FERC") pursuant to the provisions of Section 205 or 206 of the Federal Power Act. Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of the EEI Master Agreement or this Confirmation, whether proposed by a Party, a non-party, or the FERC acting *sua sponte*, shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co*., 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008) (the "*Mobile-Sierra*" doctrine).

9. Notices; Contact Information.

The notice and contact information for the Parties is set forth on Schedule A, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by an authorized representative thereof as of the date written below. By signing below, the undersigned represent and warrant that he or she is an authorized signatory with full power and authority to bind Seller or Buyer, respectively, to the terms and conditions of this Agreement.

City of Madison	Basin Electric Power Cooperative
By: ______________________________	By: _______________________________
Name: _____________________________	Name: _____________________________
Title: _____________________________	Title: _____________________________
Date: _____________________________	Date: _____________________________

SCHEDULE A

Notice and Contact Information

Buyer	Seller
Notices: Basin Electric Power Cooperative c/o: Becky Kern VP of Resource Planning and Rates 1717 East Interstate Ave Bismarck, ND 58503 Phone: 701-557-5752 Email: bkern@bepc.com	**Notices:**
With copy to: Jim Horan General Counsel 1717 East Interstate Ave. Bismarck, ND 58503 Phone: 800-242-2372 Email: MFoss@bepc.com	With additional Notices of an Event of Default or Potential Event of Default to:
Scheduling: Attn: Settlements Phone: 701-557-5485 Facsimile: Email: settlements@bepc.com	**Scheduling:**
Billing: Attn: Accounts Payable Phone: 701-557-5653 Facsimile: 701-557-5111 Email: basinap@bepc.com	**Billing and Payments:**
Payments: Attn: Accounts Receivable Phone: 701-557-5419 Facsimile: 701-557-5111 Email: ar-bepc@bepc.com	**Payments:** **Wire Transfer:** BNK: [_______________] ABA: [___________________] ACCT: [___________________]

SCHEDULE B

Monthly Capacity Price Schedule

Dates	Monthly Capacity Price ($/kW-mo)
1/1/26 – 5/31/26	$6.00
PY 2026/27	$6.00
PY 2027/28	$6.18
PY 2028/29	$6.37
PY 2029/30	$6.56
PY 2030/31	$6.75
PY 2031/32	$6.96
PY 2032/33	$7.00
PY 2033/34	$7.00
PY 2034/35	$7.00
PY 2035/36	$7.00

SCHEDULE C

<u>One Line Diagram</u>

AGREEMENT FOR LEGAL SERVICES

This Agreement is made and entered into between the law firm of Jencks Law, P.C., 121 North Egan, PO Box 442, Madison, South Dakota, 57042 (hereinafter "The Firm") and the City of Madison, South Dakota ("City").

RECITALS

A. The City desires to retain Firm to discharge the duties of the office of City Attorney and to designate a member of the Firm as City Attorney.

B. The Attorneys of the Firm are duly licensed under the laws of the State of South Dakota and are fully qualified to discharge the duties of the office of the City Attorney and to provide the services contemplated by this Agreement.

Now, therefore, the parties hereto agree as follows:

1. **Scope of Services and Term.**

A. The Firm shall discharge the duties of the office of City Attorney of the City of Madison, South Dakota and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the City of the kind and nature typically provided for in the City of Madison Municipal Code. Except where conflict of interest rules require otherwise, the Firm shall supervise the activities of all other counsel retained by or for the City and shall review such work on behalf of the City.

B. The legal services to be provided by the Firm shall consist of those set forth in Exhibit A attached hereto and shall be billed at the rates set forth therein. The Firm serves at the pleasure of the City Commission and City reserves the right to review this Agreement and terminate the same upon sixty (60) days' notice to the Firm. The Firm may also terminate this agreement upon sixty (60) days' notice to the City.

C. The term ("Term") of this Agreement shall be One (1) year commencing on January 1, 2026 and ending on December 31, 2026 with an additional One (1) year automatic renewal (the "Renewal Term") unless the City or Firm provides 60 days' written notice not to exercise the Renewal Term.

2. **Designation of City Attorney.** David J. Jencks is designated as City Attorney. Jencks Law, P.C., is designated as the attorney of record for the City. Carrie Sanderson and Rachael Lenzmeier Jencks are each designated as Assistant City Attorney for the City. The parties understand and agree that the Firm may internally delegate and assign duties under this Agreement in its sole discretion.

3. **Billing Procedures and Monthly Statements.**

A. The Firm shall submit to the City a statement of professional services within four (4) days upon request. The Parties acknowledge that the flat monthly fee shall be paid in the first 10 days of each month such fee is due. The City will not be liable for interest or finance charges although persistent late payment shall be a basis for the Firm to review or terminate its' relationship with the City.

B. The Firm will bill the City for actual, out-of-pocket expenses such as, but not limited to, clerk filing fees, register of deeds filing fees, record searches, authorized travel, filing fees, duplication, postage, specialized computerized legal research and similar out-of-pocket expenses. Photocopies in excess of 300 copies per month and shall be billed at a rate of $0.10 per page. All expenses will be billed at cost, without markup. The Firm will not charge the City for routine computerized legal research, but will pass to the City at cost without markup, its costs for specialized databases outside the Firm's computerized research provider when necessary and upon written notice.

4. **Resolution of Fee Disputes.** The City and Firm agree to use a mutually agreeable mediator upon any fee disputes. In the event that mediation fails, the parties agree to submit to binding arbitration in Lake County, South Dakota.

5. **Termination of This Agreement.** This Agreement shall be effective as of January 1, 2026, and shall terminate on December 31, 2026, and shall be and remain in full force and effect until such time unless earlier terminated pursuant to section 1(B) of this Agreement.

6. **Termination of This Agreement.** The City has the right to terminate Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm of at least 60 days' notice prior to termination. The Firm may also terminate this Agreement upon 60 days' notice to the City. In either circumstance, City agrees to secure new counsel as quickly as possible and City and Firm agree to cooperate fully in the substitution of new counsel, including the transfer of files. Notwithstanding the termination of the Firm's representation, City will remain obligated to pay to the Firm all fees and costs incurred prior to the date of termination and through the month in which the termination is effective.

7. **Files and Records.**

A. All legal files of the firm pertaining to the City shall be and remain the property of the City. The Firm and City will work together and consult on a case by case basis as to the location of original documents during the term of this Agreement with the party not retaining the original retaining at least one copy of such document(s).

B. The Firm shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. The City shall have the right to access and examine such records, without charge, during normal business hours. The City shall further have the right to keep all original documents and to audit and copy such records, transcripts and other data in the Firm's files.

8. **Modifications to This Agreement.** Unless otherwise provided in this Agreement, modifications related to the nature, extent or duration or the Firm's professional services to be rendered hereunder shall require the prior written approval of the City Commission. Any such written approval shall be deemed to be a supplement of this Agreement and shall specify any changes in the scope of services and the agreed upon billing rates to be charged by the Firm and paid by the City.

9. **Independent Contractor.** No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the City. The Firm and its members shall not be entitled to participate in any pension plan, (including without limitation, the South Dakota Retirement System), insurance, bonus or other similar benefits provided to city employees.

10. **Nondiscrimination.** In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, sex, gender, gender identification, sexual orientation, national origin, medical condition, or any other unlawful basis.

11. **Assignment and Delegation.** This Agreement contemplates the personal professional services of the Firm. Neither this Agreement nor any portion thereof shall be assigned or delegated without prior written consent of the City. Delegation to attorneys outside the firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest or where the City has insurance defense coverage or the Firm gives notice it does not possess the expertise to competently perform services in a particular practice area. Delegation shall not be made without prior written approval of the City. The Firm shall supervise delegated work, except where precluded from doing so by virtue of conflict of interest or where otherwise agreed to by the parties hereto. It is contemplated that the firm will delegate the duties under this Agreement amongst three attorneys in the Firm and City understands and agrees to such internal delegation.

12. **Insurance.**

A. The Firm currently maintains in full force and effect a professional liability policy which provides coverage in an amount not less than $1,000,000.00 per occurrence and $1,000,000.00 aggregate. The City agrees to provide primary professional liability coverage to the firm for acts contemplated under this Agreement and for any damages or losses suffered by the City as a result of any error, omission or neglect by the firm which arises out of its professional services in an amount no less than $250,000.00 per occurrence and $500,000.00 aggregate. The Firm's insurance shall be secondary to the City's insurance policy for services rendered by the City Attorney under this Agreement and appointment.

B. The Firm currently maintains worker's compensation insurance in accordance with South Dakota law.

13. **Conflicts of Interest.** The Firm and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions for attorneys as adopted in the state of South Dakota.

14. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such term or provision shall be stricken or amended to, and solely to, the extent necessary to cure such invalidity or unenforceability in its amended form and shall then be enforceable. In such event the remainder of this Agreement or application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent as permitted by law.

15. **Entire Agreement.** This Agreement, together with Exhibit A hereto, shall constitute the full and complete Agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of any party hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of _____________, _______.

CITY OF MADISON

By:_____________________________
Roy Lindsay, Jr.
Mayor

ATTEST:

____
Amy Sad
City Finance Officer

JENCKS LAW, P.C.

By:______________________________
David J. Jencks
President

Exhibit A

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

1. General Legal Services. The general legal services to be provided by the Firm on an ongoing basis to the City shall include the following:

(a) Provide routine legal assistance, advice and consultation to the City Commission and to city staff relating to general legal, policy and operational issues.

(b) Provide, draft, and review legal opinions, ordinances, resolutions, agreements, and related documents.

(c) Attend meetings of the City Commission and such meetings of the Planning Commission and other boards and commissions of the City as may from time to time be requested or specified by the City.

(d) Monitor pending state and federal legislation or regulations and new case law as appropriate.

(e) Perform such other or additional general legal services as may be requested by the City, acting by and through the City Commission, City Administrator, or Mayor.

(f) Administer contracts that the City may have with other consultants, legal counsel or insurers.

(g) Be reasonably available for regular telephone, personal meeting and office hours as requested by the City.

(h) Perform all other such duties of the office of the City Attorney as provided for in the Madison Municipal Code and as reasonably requested by the Mayor, City Commission or City Administrator.

(i) Attend and act as prosecuting attorney in Lake County Magistrate Court for all City of Madison prosecutions.

The general legal services specified in this Paragraph 1 of this Exhibit A shall be provided at a flat monthly rate of $5,500.00 per month payable before the 10th of each month.

2. Litigation Services. The Firm will provide litigation services to the City in any and all matters assigned by the City as follows:

(a) In the event that the City has insurance defense related coverage, plaintiff's claim related coverage, or the City hires other outside counsel, the Firm will work as co-counsel with such counsel and oversee the coordination of activities, communication with the City Commission.

(b) The Firm will conduct litigation wherein the City is a Plaintiff in civil or administrative matters, excluding code enforcement proceedings (which shall be covered under the monthly flat fee), at an hourly rate of $150.00 billed in tenth hour (.10) increments in monthly statements.

(c) The Firm will conduct administrative and civil litigation wherein the City has been named a Defendant and insurance defense coverage is not available or the City otherwise elects to have the Firm act as primary counsel at an hourly rate of $200.00 per hour billed in tenth hour (.10) increments in monthly statements. This sort of litigation would include, but is not limited to, those lawsuits wherein the City of Madison has been named as a Defendant and either insurance coverage is not available and/or the City Commission requests the City Attorney act as primary counsel on such matter(s).

3. Real Estate and Loan Closings. The Firm will administer City loan closings for a flat fee of $750.00 per loan closing. The Firm will administer real estate closings for a flat fee of $500.00 per closing. The Firm will administer FEMA flood buyout closings for a flat fee of $950.00.

4. Union Related Matters. The Firm will bill $150.00 per hour billed in tenth hour (.10) increments in monthly statements for all Union related work after a letter of impasse is tendered or received outside of discussion at regular City Commission Meetings and routine consultation with the City Administrator or members of the City Commission. By way of example and not limitation, this work will include representation in Unfair Labor allegations proceedings, Conciliation, Fact Finding proceedings, and the like. Once any related Union matter reaches the state of impasse and administrative proceedings, the Firm will provide City with email notice that all further related matters will be billed on an hourly basis as set forth hereinabove.

ENGINEERING, REIMAGINED

Project Closeout - AIG

MADISON MUNICIPAL AIRPORT
MADISON, SOUTH DAKOTA

IIJA AIG 3-46-0029-027-2025
AIP 3-46-0029-028-2025

FEDERAL AVIATION ADMINISTRATION

Project Number: 2505-00156
RECONSTRUCT APRON AND TAXILANE

November 2025

A0 - PROJECT SUMMARY – AIG 027-2025

KLJ Project Number:...2505-00156
Airport:.. Madison Municipal Airport
Location:.. Madison, SD

IIJA AIG Grant Number:...................................AIG 3-46-0029-027-2025
IIJA AIG Grant Agreement Acceptance Date:.....8/19/2025
IIJA AIG Grant Agreement Amount: $116,850.00

AIP Grant Number:...AIP 3-46-0029-028-2025
AIP Grant Agreement Acceptance Date:............7/29/2025
AIP Grant Agreement Amount:.........................$426,550.00

Amendment No. 1 Date/Amount: N/A
Primary Purpose: N/A

Sponsor: City of Madison

Percent Federal Participation Rates: 95%

Project Description, AIG 3-46-0029-027-2025: Phase 2: Construction - Reconstruct Taxilane (330'x35')

Project Description, AIP 3-46-0029-028-2025: Phase 2: Construction - Reconstruct Apron (2,446 SY)

C0 - PROJECT CLOSEOUT SUMMARY – AIG 027-2025

95% Federal Participation					
Item Ref.		Description	Contract Amount	Actual	FAA Eligible
C.1. Administrative					
	a.	Audit	$	$	
	b.	Advertisement	$1,742.45	$0	$0
	c.	Legal (general)			
	d.	Closeout			
	e.	Other – IFE			
C.2. Land					
	a.	Land Acquisition	n/a		
	b.	Relocation Expenses	n/a		
	c.	Legal Expenses (assoc. with land)	n/a		
C.3. Engineering					
	a.	Design			
	b.	Inspection			
	c.	Testing			
C.4. Construction					
	a.	Soukup Construction	$121,257.55	$122,694.65	$122,694.65
C.5. Equipment					
	a.	n/a			
C.6. Other					
	a.	n/a			
		TOTALS:	**$123,000.00**	**$122,694.65**	**$122,694.65**

Federal Share of Allowable Costs at 95% .... $ 116,559.92
Maximum Grant Obligation per Grant Agreement .... $ 116,850.00
Recommended Total Grant Amount: .... $ 116,559.92
Less Previous Payments: .... $ 105,055.67
Less Over Current Maximum Obligation *(under grant by $290.08)***:** .... $ N/A
Recommended Final Payment: .... $ 11,504.25

C4 - CONTRACT SUMMARY – AIG 027-2025

IIJA AIG No. AIG 3-46-0029-027-2025

Prime Contractor: Soukup Construction

Contract Work Description Reconstruct Apron and Taxilane

Item		Division 1 AIP 028-2025 Construction	Division 2 AIG 027-2025 Construction	Division 3 Ineligible Construction	Total Cost
As Bid Contract		$273,984.80	$121,257.55	$63,215.65	$458,458.00
Change Order #1	1.	$4,412.80	$911.60	$0.00	$5,324.50
Change Order #2F - Quantity Balancing	2.	($3,060.85)	$525.50	$5,522.90	$2,987.55
	3.				
	4.				
	5.				
	6.				
	7.				
	8.				
	9.				
TOTAL		$275,336.85	**$122,694.65**	$68,738.55	$466,770.05

G0 – CONCLUSION – AIG 027-2025

Final Cost Review

Project Review and Certification:	**Yes**	**No**	**N/A**
1. **Conditions:** All conditions of the grant have been conformed to.	☒	☐	☐
2. **Construction:** All construction work was performed in full conformity with project plans and specifications.	☒	☐	☐
3. **Costs:** All costs identified in this report have been paid to the respective vendors/contractors.	☒	☐	☐
4. **Program Income:** Liquidated damages were not assessed.	☒	☐	☐
5. **Final Inspection:** The Sponsor has completed the final inspection and verified that all punch list items have been addressed.	☒	☐	☐
Documents Required for All Grants:	**Yes**	**No**	**N/A**
6. **Amendment Request:** Request in accordance with Section 7 of the AIP Handbook.	☐	☒	☐
7. **FPSW:** Final Payment Summary Request Worksheet has been submitted.	☒	☐	☐
8. **SF-271:** Final Pay Request SF-271 Form has been submitted. (or SF-270 as appropriate)	☐	☒	☐
9. **SF-425:** Final Pay Request SF-425 Form has been submitted.	☐	☒	☐
10. **Final Invoices:** Attach final invoices as appropriate or required by FAA ADO.	☒	☐	☐
Documents Conditional on Grant Type:	**Yes**	**No**	**N/A**
11. **ALP:** The As-Built, Revised, or Updated ALP has been submitted to the FAA.	☐	☐	☒
12. **Equipment:** The Inventory of Non-Expendable Personal Property document(s) is/are attached.	☐	☐	☒
13. **As-Built Construction Drawings** are on file with the Sponsor or submitted as required by ADO.	☒	☐	☐
14. **Exhibit "A"** Property Map has been submitted to the FAA.	☐	☐	☒
15. **Environmental Requirements** have been met.	☒	☐	☐
AWOS Projects (TABLE 5-33)	**Yes**	**No**	**N/A**
16. FAA has determined that the AWOS has been successfully commissioned.	☐	☐	☒
17. Sponsor has provided the ADO with all commissioning documentation.	☐	☐	☒
18. The sponsor has provided the ADO with a copy of the Weather Message Switching Center reporting contract with the third-party interface provider if the sponsor has a connection to the Weather Message Switching Center Replacement (WMSCR). (Note that the AWOS-A, A/V, I and II are not eligible for reporting.)	☐	☐	☒
Audit	**Yes**	**No**	**N/A**
19. Audit required per the Single Audit Act of 1984 and 2 CFR 200 *(Expended $750,000 or more on all Federal funding sources, not just grants from the FAA)* and uploaded to https://harvester.census.gov/facweb/. If no audit is required, identify the date the last audit was performed and by whom.	☐	☐	☒

Date:		**By:**	

If any of the above were checked "No", please explain.

Items 8 & 9: SDDOT to prepare final SF-271 and SF-425.

G0 – CONCLUSION – AIG 027-2025

A final cost review of the subject has been completed. The final costs were determined as follows:

Item		
Original Grant Amount:		$ 116,850.00
Total Allowable Costs:		$ 122,694.65
Maximum Federal Share of Allowable Costs:		$ 116,559.92
Total Grant Increase (+) *under grant by $290.08*	Amendment Required ☐Yes ☒ No	N/A
Final Payment Information		
Payments to Date at Closeout: (Per Delphi)		$ 105,055.67
Has Final Payment Been Drawn? ☐Yes ☒No	Date or Amount Due	$ 11,504.25

The Sponsor hereby certifies the information in this Project Closeout Report is true and accurate.

(Sponsor) (Date)

(State) (Date)

Project closeout has been reviewed, and costs are verified and determined reasonable.

(FAA Program Manager) (Date)

(FAA ADO Manager or Assistant Manager) (Date)

ENGINEERING, REIMAGINED

Project Closeout - AIP

MADISON MUNICIPAL AIRPORT
MADISON, SOUTH DAKOTA

IIJA AIG 3-46-0029-027-2025
AIP 3-46-0029-028-2025

FEDERAL AVIATION ADMINISTRATION

Project Number: 2505-00156
RECONSTRUCT APRON AND TAXILANE

November 2025

CLOSEOUT INDEX SECTION – AIP 028-2025

Reconstruct Apron and Taxilane

MADISON, SOUTH DAKOTA

IIJA AIG 3-46-0029-027-2025

AIP 3-46-0029-028-2025

Federal Aviation Administration

CLOSEOUT INDEX SECTION – AIP 028-2025

A0 - PROJECT SUMMARY – AIP 028-2025

KLJ Project Number:..2505-00156
Airport:...Madison Municipal Airport
Location:...Madison, SD

IIJA AIG Grant Number:...................................AIG 3-46-0029-027-2025
IIJA AIG Grant Agreement Acceptance Date:.....8/19/2025
IIJA AIG Grant Agreement Amount: $116,850.00

AIP Grant Number:...AIP 3-46-0029-028-2025
AIP Grant Agreement Acceptance Date:............7/29/2025
AIP Grant Agreement Amount:.........................$426,550.00

Amendment No. 1 Date/Amount: N/A
Primary Purpose: N/A

Sponsor: City of Madison

Percent Federal Participation Rates: 95%

Project Description, AIG 3-46-0029-027-2025: Phase 2: Construction - Reconstruct Taxilane (330’x35’)

Project Description, AIP 3-46-0029-028-2025: Phase 2: Construction - Reconstruct Apron (2,446 SY)

C0 - PROJECT CLOSEOUT SUMMARY – AIP 028-2025

95% Federal Participation					
Item Ref.		Description	Contract Amount	Actual	FAA Eligible
C.1. Administrative					
	a.	Audit	$	$	
	b.	Advertisement	$2,339.39	$402.57	$402.57
	c.	Legal (general)			
	d.	Closeout	$10,260.00	$10,260.00	$10,260.00
	e.	Other – IFE	$4,200.00	$4,200.00	$4,200.00
C.2. Land					
	a.	Land Acquisition	n/a		
	b.	Relocation Expenses	n/a		
	c.	Legal Expenses (assoc. with land)	n/a		
C.3. Engineering					
	a.	Design			
	b.	Inspection	$158,215.81	$150,147.33	$150,147.33
	c.	Testing	(Testing included with inspection)	(Testing included with inspection)	
C.4. Construction					
	a.	Soukup Construction	$273,984.80	$275,336.85	$275,336.85
C.5. Equipment					
	a.	n/a			
C.6. Other					
	a.	n/a			
		TOTALS:	**$449,000.00**	**$440,346.75**	**$440,346.75**

Federal Share of Allowable Costs at 95% .... $ 418,329.41
Maximum Grant Obligation per Grant Agreement .... $ 426,550.00
Recommended Total Grant Amount: .... $ 418,329.41
Less Previous Payments: .... $ 376,047.74
Less Over Current Maximum Obligation *(under grant by $8,220.59)***:** .... $ N/A
Recommended Final Payment: .... $ 42,281.67

C1 - ADMINISTRATIVE COST SUMMARY - AIP 028-2025

	Vendor	Description	Amount
Audit			$
		Total Audit Costs:	$
Advertisement	Madison Daily Leader	Publication, Advertisement for Bids	$402.57
		Total Advertisement Costs:	$402.57
Legal (general)			
		Total Legal (general) Costs:	$
Closeout	KLJ	Closeout Report	$10,260.00
		Total Closeout Costs:	$10,260.00
Other	HDR	IFE, Independent Fee Estimate	$4,200.00
		Total Other Costs:	$4,200.00
		Total Administrative Cost:	$14,862.57

C3 - ENGINEERING/PLANNING COST SUMMARY – AIP 028-2025

Engineering Phases*	Maximum Cost per Engineering Agreement	Type of Cost LS/NTE	Amendment 1	Amendment 2	Amendment 3	Agreement + Amendment(s) Total	Final Actual Costs
Design			$	$	$		$
					Total Design:		$
Inspection	$158,215.80	NTE					$150,147.33
	(80.3% eligible amount of CA/CO total $197,030.89 agreement, based on Apron Use Plan. 17.9% ineligible)						(80.3% eligible amount of CA/CO total $186,892.98.)
					Total Inspection:		$150,147.33
Testing	(included in CA/CO contract)						
						Total Testing:	
						Total Engineering Cost:	$150,147.33

C4 - CONTRACT SUMMARY – AIP 028-2025

AIP No. AIP 3-46-0029-028-2025

Prime Contractor: Soukup Construction

Contract Work Description Reconstruct Apron and Taxilane

Item		Division 1 AIP 028-2025 Construction	Division 2 AIG 027-2025 Construction	Division 3 Ineligible Construction	Total Cost
As Bid Contract		$273,984.80	$121,257.55	$63,215.65	$458,458.00
Change Order #1	1.	$4,412.80	$911.60	$0.00	$5,324.50
Change Order #2F - Quantity Balancing	2.	($3,060.85)	$525.50	$5,522.90	$2,987.55
	3.				
	4.				
	5.				
	6.				
	7.				
	8.				
	9.				
TOTAL		**$275,336.85**	$122,694.65	$68,738.55	$466,770.05

G0 – CONCLUSION – AIP 028-2025

Final Cost Review

Project Review and Certification:	**Yes**	**No**	**N/A**
1. **Conditions:** All conditions of the grant have been conformed to.	☒	☐	☐
2. **Construction:** All construction work was performed in full conformity with project plans and specifications.	☒	☐	☐
3. **Costs:** All costs identified in this report have been paid to the respective vendors/contractors.	☒	☐	☐
4. **Program Income:** Liquidated damages were not assessed.	☒	☐	☐
5. **Final Inspection:** The Sponsor has completed the final inspection and verified that all punch list items have been addressed.	☒	☐	☐
Documents Required for All Grants:	**Yes**	**No**	**N/A**
6. **Amendment Request:** Request in accordance with Section 7 of the AIP Handbook.	☐	☒	☐
7. **FPSW:** Final Payment Summary Request Worksheet has been submitted.	☒	☐	☐
8. **SF-271:** Final Pay Request SF-271 Form has been submitted. (or SF-270 as appropriate)	☐	☒	☐
9. **SF-425:** Final Pay Request SF-425 Form has been submitted.	☐	☒	☐
10. **Final Invoices:** Attach final invoices as appropriate or required by FAA ADO.	☒	☐	☐
Documents Conditional on Grant Type:	**Yes**	**No**	**N/A**
11. **ALP:** The As-Built, Revised, or Updated ALP has been submitted to the FAA.	☐	☐	☒
12. **Equipment:** The Inventory of Non-Expendable Personal Property document(s) is/are attached.	☐	☐	☒
13. **As-Built Construction Drawings** are on file with the Sponsor or submitted as required by ADO.	☒	☐	☐
14. **Exhibit "A"** Property Map has been submitted to the FAA.	☐	☐	☒
15. **Environmental Requirements** have been met.	☒	☐	☐
AWOS Projects (TABLE 5-33)	**Yes**	**No**	**N/A**
16. FAA has determined that the AWOS has been successfully commissioned.	☐	☐	☒
17. Sponsor has provided the ADO with all commissioning documentation.	☐	☐	☒
18. The sponsor has provided the ADO with a copy of the Weather Message Switching Center reporting contract with the third-party interface provider if the sponsor has a connection to the Weather Message Switching Center Replacement (WMSCR). (Note that the AWOS-A, A/V, I and II are not eligible for reporting.)	☐	☐	☒
Audit	**Yes**	**No**	**N/A**
19. Audit required per the Single Audit Act of 1984 and 2 CFR 200 *(Expended $750,000 or more on all Federal funding sources, not just grants from the FAA)* and uploaded to https://harvester.census.gov/facweb/. If no audit is required, identify the date the last audit was performed and by whom.	☐	☐	☒

Date:		**By:**	

If any of the above were checked "No", please explain.

Items 8 & 9: SDDOT to prepare final SF-271 and SF-425.

G0 – CONCLUSION – AIP 028-2025

A final cost review of the subject has been completed. The final costs were determined as follows:

Item	
Original Grant Amount:	$ 426,550.00
Total Allowable Costs:	$ 440,346.75
Federal Share of Allowable Costs at 95%:	$ 418,329.41
Total Grant Increase (+) *under grant by $8,220.59* | Amendment Required ☐Yes ☒ No	N/A
Final Payment Information	
Payments to Date at Closeout: (Per Delphi)	$ 376,047.74
Has Final Payment Been Drawn? ☐Yes ☒No | Date or Amount Due	$ 42,281.67

The Sponsor hereby certifies the information in this Project Closeout Report is true and accurate.

(Sponsor) (Date)

(State) (Date)

Project closeout has been reviewed, and costs are verified and determined reasonable.

(FAA Program Manager) (Date)

(FAA ADO Manager or Assistant Manager) (Date)

Application for Federal Assistance SF-424

*1. Type of Submission: ☒ Preapplication ☐ Application ☐ Changed/Corrected Application	*2. Type of Application ☒ New ☐ Continuation ☐ Revision	* If Revision, select appropriate letter(s): * Other (Specify)

*3. Date Received:

4. Applicant Identifier: MDS

5a. Federal Entity Identifier: IIJA AIG 3-46-0029-029-2026

5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Madison

*b. Employer/Taxpayer Identification Number (EIN/TIN): 46-6000272

*c. UEI: MTC8CUH8MNQ6

d. Address:

*Street 1: 116 W Center Street
Street 2:
*City: Madison
County/Parish: Lake
*State: Province: SD
*Country: United States of America
*Zip / Postal Code 57042-0116

e. Organizational Unit:

Department Name: Madison Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Roy
Middle Name:
*Last Name: Lindsay
Suffix:

Title: Mayor

Organizational Affiliation:
City of Madison, South Dakota

*Telephone Number: 605-256-7500 Fax Number:

*Email: roy.lindsay@cityofmadisonsd.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Madison, Lake County, South Dakota

***15. Descriptive Title of Applicant's Project**:

Planning: Airport Master Plan and Airport Layout Plan Update

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: SD - At Large

*b. Program/Project: SD - At Large

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 01/01/2025

*b. End Date: 12/31/2027

18. Estimated Funding ($):

*a. Federal	$ 202,052
*b. Applicant	$ 5,317
*c. State	$ 5,317
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 212,686

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ______________ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Roy

Middle Name:

*Last Name: Lindsay

Suffix:

*Title: Mayor

*Telephone Number: 605-256-7500

Fax Number:

* Email: roy.lindsay@cityofmadisonsd.com

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424	
Authorized State Representative:	
*First Name: Jack *Last Name: Dokken	
*Title: Program Manager, Office of Air, Rail and Transit	
*Telephone Number: 605-773-3574	Fax Number: 605-773-2804
*Email: jack.dokken@state.sd.us	
*Signature of Authorized Representative:	*Date Signed:

Project Validation Form
Federal Grant Preapplication
FAA Dakota-Minnesota Airports District Office

Complete one (1) form for each proposed FAA grant / funding type

LOC ID:	**MDS**
Airport Name:	Madison Municipal Airport
Airport Sponsor:	City of Madison
City, State:	Madison, South Dakota
Federal Fiscal Year:	2026
Grant Funding Type:	IIJA AIG
Project Description(s):	Airport Master Plan and Airport Layout Plan (ALP) Update

#	Select the appropriate statement check box	
1	The Capital Improvement Plan (CIP) previously submitted to the FAA continues to accurately reflect our development plans, and we will meet all applicable project General Requirements per FAA Order 5100.38 and complete pre-grant actions within the ADO's requested schedule.	✔
2	The Capital Improvement Plan (CIP) previously submitted does not reflect our current plans. A copy of our revised CIP, Data Sheet, and project sketch is attached. We will meet all applicable project General Requirements per FAA Order 5100.38 and complete pre-grant actions within the ADO's requested schedule.	☐
3	We DO NOT plan on having a project this fiscal year. The FAA is authorized to carry our entitlements into the next fiscal year.	☐
	If Box #1 or #2 is checked, provide additional information to the ADO and check the boxes	
A	Project Description, Project Justification, and Project Sketch information is attached or has been previously submitted with the CIP. Project work is consistent with the project work codes & project types submitted on the CIP.	✔
B	Project Cost Breakdown spreadsheet (based on an Engineer's Cost Estimate) is attached or has been previously submitted with the CIP. A supporting funding eligibility sketch is included depicting both AIP eligible and ineligible work (as required).	✔
C	Additional documentation is attached to support General Requirements for Project Funding (grant readiness) is attached or has been previously submitted to the ADO.	✔

Sponsor's Designated Official Representative Approval

Signature:	
Name:	Roy Lindsay
Title:	Mayor
Date:	10/15/2025
E-Mail:	roy.lindsay@cityofmadisonsd.com

General Requirements for Project Funding

FAA Dakota-Minnesota Airports District Office

FAA Order 5100.38, AIP Handbook, Chapter 3

1	Is the project eligible?
2	Is the project justified (advances AIP policy, justified need, appropriate scope)?
3	Is the project on airport property with good title?
4	Is the project on the FAA approved Airport Layout Plan (ALP)?
5	Has the sponsor satisfied the intergovernmental review and airport user consultation requirements?
6	Has the FAA completed an environmental (NEPA) finding for the project?
7	Will the project result in a usable unit of work?
8	Will the project be planned, designed, and/or constructed to FAA standards?
9	Has the project been procured correctly?
10	Are the project costs allowable?
11	Are the project costs necessary to accomplish the project?
12	Were the project costs incurred after the grant was executed?
13	Are the project costs reasonable?
14	Is this the only Federal grant containing these costs?
15	Are the project costs within the allowable Federal share?
16	Can the project be completed without unreasonable delay?

Application for Federal Assistance SF-424

*1. Type of Submission:
- [x] Preapplication
- [ ] Application
- [ ] Changed/Corrected Application

*2. Type of Application
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier: MDS

5a. Federal Entity Identifier: AIP 3-46-0029-030-2026

5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Madison

*b. Employer/Taxpayer Identification Number (EIN/TIN): 46-6000272

*c. UEI: MTC8CUH8MNQ6

d. Address:

*Street 1: 116 W Center Street
Street 2:
*City: Madison
County/Parish: Lake
*State: Province: SD
*Country: United States of America
*Zip / Postal Code 57042-0116

e. Organizational Unit:

Department Name: Madison Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Roy
Middle Name:
*Last Name: Lindsay
Suffix:

Title: Mayor

Organizational Affiliation: City of Madison, South Dakota

*Telephone Number: 605-256-7500 Fax Number:

*Email: roy.lindsay@cityofmadisonsd.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Madison, Lake County, South Dakota

***15. Descriptive Title of Applicant's Project**:

Planning: Airport Master Plan and Airport Layout Plan Update

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: SD - At Large

*b. Program/Project: SD - At Large

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 01/01/2025

*b. End Date: 12/31/2027

18. Estimated Funding ($):

*a. Federal	$ 149,448
*b. Applicant	$ 3,933
*c. State	$ 3,933
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 157,314

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _______________ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Roy

Middle Name:

*Last Name: Lindsay

Suffix:

*Title: Mayor

*Telephone Number: 605-256-7500

Fax Number:

* Email: roy.lindsay@cityofmadisonsd.com

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424	
Authorized State Representative:	
*First Name: Jack *Last Name: Dokken	
*Title: Program Manager, Office of Air, Rail and Transit	
*Telephone Number: 605-773-3574	Fax Number: 605-773-2804
*Email: jack.dokken@state.sd.us	
*Signature of Authorized Representative:	*Date Signed:

Project Validation Form
Federal Grant Preapplication
FAA Dakota-Minnesota Airports District Office

Complete one (1) form for each proposed FAA grant / funding type

LOC ID:	**MDS**
Airport Name:	Madison Municipal Airport
Airport Sponsor:	City of Madison
City, State:	Madison, South Dakota
Federal Fiscal Year:	2026
Grant Funding Type:	AIP
Project Description(s):	Airport Master Plan and Airport Layout Plan (ALP) Update

#	Select the appropriate statement check box	
1	The Capital Improvement Plan (CIP) previously submitted to the FAA continues to accurately reflect our development plans, and we will meet all applicable project General Requirements per FAA Order 5100.38 and complete pre-grant actions within the ADO's requested schedule.	✔
2	The Capital Improvement Plan (CIP) previously submitted does not reflect our current plans. A copy of our revised CIP, Data Sheet, and project sketch is attached. We will meet all applicable project General Requirements per FAA Order 5100.38 and complete pre-grant actions within the ADO's requested schedule.	☐
3	We DO NOT plan on having a project this fiscal year. The FAA is authorized to carry our entitlements into the next fiscal year.	☐
	If Box #1 or #2 is checked, provide additional information to the ADO and check the boxes	
A	Project Description, Project Justification, and Project Sketch information is attached or has been previously submitted with the CIP. Project work is consistent with the project work codes & project types submitted on the CIP.	✔
B	Project Cost Breakdown spreadsheet (based on an Engineer's Cost Estimate) is attached or has been previously submitted with the CIP. A supporting funding eligibility sketch is included depicting both AIP eligible and ineligible work (as required).	✔
C	Additional documentation is attached to support General Requirements for Project Funding (grant readiness) is attached or has been previously submitted to the ADO.	✔

Sponsor's Designated Official Representative Approval

Signature:	
Name:	Roy Lindsay
Title:	Mayor
Date:	10/15/2025
E-Mail:	roy.lindsay@cityofmadisonsd.com

General Requirements for Project Funding

FAA Dakota-Minnesota Airports District Office

FAA Order 5100.38, AIP Handbook, Chapter 3

1	Is the project eligible?
2	Is the project justified (advances AIP policy, justified need, appropriate scope)?
3	Is the project on airport property with good title?
4	Is the project on the FAA approved Airport Layout Plan (ALP)?
5	Has the sponsor satisfied the intergovernmental review and airport user consultation requirements?
6	Has the FAA completed an environmental (NEPA) finding for the project?
7	Will the project result in a usable unit of work?
8	Will the project be planned, designed, and/or constructed to FAA standards?
9	Has the project been procured correctly?
10	Are the project costs allowable?
11	Are the project costs necessary to accomplish the project?
12	Were the project costs incurred after the grant was executed?
13	Are the project costs reasonable?
14	Is this the only Federal grant containing these costs?
15	Are the project costs within the allowable Federal share?
16	Can the project be completed without unreasonable delay?

FINANCE UPDATE

OCTOBER - 2025

Presented By:
Amy Sad, Finance Officer

THE CITY OF MADISON
Discover the Unexpected

NOTES

- **2024 Audit On-Site (Williams & Company):** Fieldwork began the week of November 10th. Finance staff coordinating document delivery and follow-up items.
- **State Filing Waiver Approved:** The Attorney General approved the City's waiver request for late submission of the 2023 Audit.
- **2026 Budget Ordinance Adopted:** Final ordinance approved November 3; Tyler budget now live across all departments.
- **Security Fund Negotiations:** Continued discussions with Colliers and Basin to finalize an acceptable structure consistent with municipal finance standards.
- **Holiday Schedule:** Finance Office closed **Friday,** November 28 (Black Friday).
- Update covers YTD (through October of 2025).
- 83.3 % of the year.

CASH ON HAND

Type of Cash	Amount
General Cash	$6.96M
Investments	$4.17M
Checking	$1.95M
Money Market	$573k
Other	$274k
Electric - Construction Account	$4.5M
Restricted Cash	$637k

REVENUE GUIDELINES

Fund	Description	Budget	October	YTD	% of Budget
101	General Fund	$8,485,696	$950,291	$10,374,134	122.3%
211	Lodging & Entertainment Tax	$240,000	$26,076	$232,718	97.0%
213	2nd Cent Sales Tax	$2,431,943	$215,023	$1,991,577	81.9%
214	Business Improvement District Bid	$53,500	$3,406	$43,844	82.0%
220	Special Maintenance Fee	$251,847	$5,576	$159,587	63.4%
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	$0	$4,122,542	114.7%
518	City Hall Construction	$0	$0	$0	0.0%
602	Water Fund	$7,414,365	$593,828	$3,633,346	49.0%
603	Electric Fund	$13,117,475	$984,878	$15,012,319	114.4%
604	Sewer Fund	$4,151,276	$333,037	$2,327,278	56.1%
612	Solid Waste Fund	$512,726	$40,392	$433,783	84.6%
620	Community Center	$1,033,500	$61,865	$763,689	73.9%
621	After School / Youth Program	$181,424	$9,054	$120,424	66.4%
	TOTAL	**$41,527,456**	**$3,223,426**	**$39,272,009**	**94.6%**

EXPENDITURE GUIDELINES

Fund	Description	Budget	October	YTD	% of Budget
101	General Fund	$12,288,886	$1,651,644	$13,217,195	107.6%
211	Lodging & Entertainment Tax	$240,000	$0	$219,580	91.5%
213	2nd Cent Sales Tax	$175,000	$100,000	$102,975	58.8%
214	Business Improvement District Bid	$13,375	$0	$16,199	121.1%
220	Special Maintenance Fee	$251,847	$0	$35,218	14.0%
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	$2,643,610	$7,238,322	126.1%
518	City Hall Construction	$144,467	$0	$3,284	2.3%
602	Water Fund	$6,323,298	$781,807	$4,813,296	76.1%
603	Electric Fund	$21,520,643	$1,112,602	$9,944,068	46.2%
604	Sewer Fund	$3,110,748	$590,459	$3,179,432	102.2%
612	Solid Waste Fund	$526,556	$38,423	$401,027	76.2%
620	Community Center	$1,032,626	$64,448	$762,988	73.9%
621	After School / Youth Program	$177,524	$8,455	$139,183	78.4%
	TOTAL	**$51,603,569**	**$6,991,448**	**$40,094,739**	**77.7%**

PROFIT OR LOSS – OCTOBER 2025

Fund	Description	MTD Revenue	MTD Expense	MTD Profit or Loss
101	General Fund	$950,291	$1,651,644	($701,352)
211	Lodging & Entertainment Tax	$26,076	$0	$26,076
213	2nd Cent Sales Tax	$215,023	$100,000	$115,023
214	Business Improvement District Bid	$3,406	$0	$3,406
220	Special Maintenance Fee	$5,576	$0	$5,576
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	$0	$2,643,610	($2,643,610)
518	City Hall Construction	$0	$0	$0
602	Water Fund	$593,828	$781,807	($187,980)
603	Electric Fund	$984,878	$1,112,602	($127,725)
604	Sewer Fund	$333,037	$590,459	($257,422)
612	Solid Waste Fund	$40,392	$38,423	$1,969
620	Community Center	$61,865	$64,448	($2,582)
621	After School / Youth Program	$9,054	$8,455	$600
	TOTAL	**$3,223,426**	**$6,991,448**	**($3,768,021)**

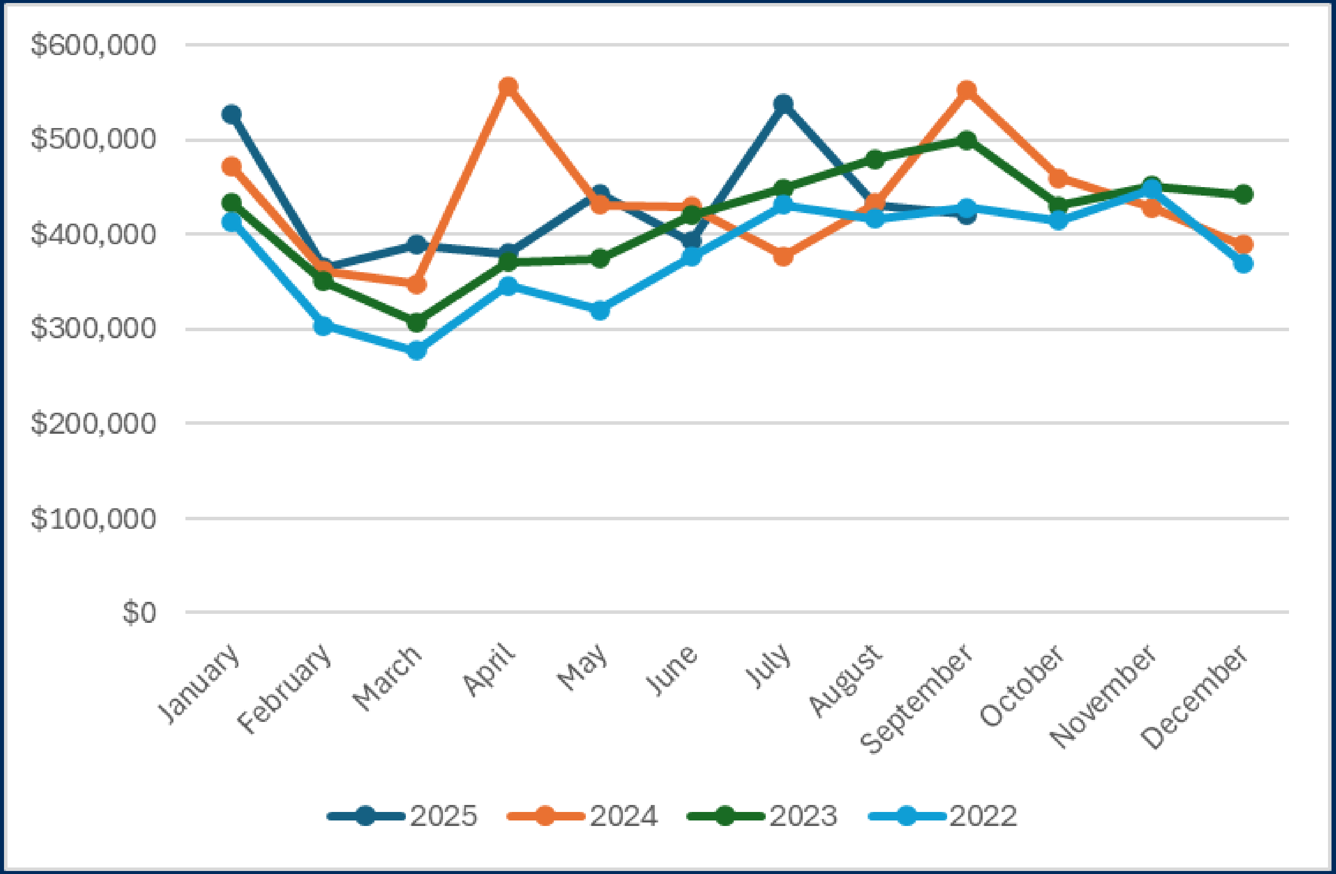
PROFIT OR LOSS – YTD 2025

Fund	Description	YTD Revenue	YTD Expense	YTD Profit or Loss
101	General Fund	$10,374,134	$13,217,195	($2,843,062)
211	Lodging & Entertainment Tax	$232,718	$219,580	$13,138
213	2nd Cent Sales Tax	$1,991,577	$102,975	$1,888,602
214	Business Improvement District Bid	$43,844	$16,199	$27,646
220	Special Maintenance Fee	$159,587	$35,218	$124,369
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	$4,122,542	$7,238,322	($3,115,780)
518	City Hall Construction	$0	$3,284	($3,284)
602	Water Fund	$3,633,346	$4,813,296	($1,179,950)
603	Electric Fund	$15,012,319	$9,944,068	$5,068,251
604	Sewer Fund	$2,327,278	$3,179,432	($852,154)
612	Solid Waste Fund	$433,783	$401,027	$32,756
620	Community Center	$763,689	$762,988	$701
621	After School / Youth Program	$120,424	$139,183	($18,760)
	TOTAL	**$39,272,009**	**$40,094,739**	**($822,729)**

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	42.55%	$537,386	$376,990	$448,323	$431,753
August	-0.46%	$431,089	$433,097	$480,355	$416,258
September	-23.73%	$420,982	$551,973	$499,767	$428,928
October	**NOT AVAILABLE**		$459,462	$430,674	$414,971
November			$428,143	$451,510	$448,293
December			$389,624	$442,683	$370,263
Total	-1.91%	$3,886,027	$5,238,976	$5,009,950	$4,548,137

SALES TAX GRAPH



Q&A

THE CITY OF MADISON

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