BOARD OF COMMISSIONERS
AGENDA
NOVEMBER 22, 2021
5:30PM – COMMISSION ROOM – 116 W CENTER ST

Please join the Zoom meeting from your computer, tablet or smartphone.
https://us06web.zoom.us/j/86118520482

You can also dial in using your phone.
+1 312 626 6799

Meeting ID: 861 1852 0482

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR
1) Minutes – November 15, 2021
2) Miniutes – November 19, 2021
3) Claims for Approval - November 24, 2021
4) Claims for Ratification – November 12, 2021
5) Personnel
6) Premium Pay for ASP Staff
7) Approve 2022 Alcoholic Beverage License Application Renewals - Liquor/Wine
8) Authorize Mayor to Sign Grant Pre-Application for AIP 3-46-0029-021-2022 – Parking Lot, Access Road, Hangar Taxilanes Reconstruction Design

UNFINISHED BUSINESS
1) Authorize Mayor to Sign 2019 Infrastructure Disaster Recovery Program Agreement - SD Dept of Public Safety

NEW BUSINESS
1) Authorize Mayor to Sign Memorandum of Understanding Pictometry Agreement
2) Update and action on drilling well at for irrigation at Baughman/Bellati Park
3) Adopt Resolution No. 2021-28 – Sales Tax Revenue Bond
4) Adopt Resolution No. 2021-29 - Establish Employee Compensation for 2022 - Salary Resolution
5) Approve Contract with City Administrator

PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURN

Supplementary agenda information may be accessed at www.cityofmadisonsd.com
AGENDAS – CITY COMMISSION

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 15, 2021
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 15th day of November with the following members present on roll call: Mayor Marshall Dennert and Commissioners Jeremiah Corbin, Kelly Dybdahl, Jerae Wire, and Adam Shaw

The Pledge of Allegiance was recited.

Motion by Commissioner Shaw to adopt the November 15th agenda. Motion seconded by Commissioner Dybdahl. Motion carried unanimously.

Motion by Commissioner Corbin, second by Commissioner Wire, to approve the following items on the consent calendar: Minutes – November 8, 2021, Claims for Approval – November 17, 2021, Motion carried unanimously.

Claims for Approval - November 17, 2021:
Alpha Media USA LLC Fall Time Change Ads 299.00; Appeara Entry Mats 70.70; Builders FirstSource Expansion Joint 7.00; Carquest of Madison Fuel/Sensors/Bearing-Hub Assy 485.62; CenturyLink QC November Phone Bill 90.84; City of Brookings Gate Fees 4,079.68; Classic Convenience Inc Fuel 125.01; Concrete Materials Cold Mix 563.64; Core & Main GP LLC Hydrant Kit 832.26; East River Electric Power Coop October Transmission 23,275.98; Ebsco Industries Inc Magazine/Newspaper Subs 6,349.63; F & M Coop Oil Co Fuel 372.01; First Bank & Trust Heartland Oct Whole/Trans 368,055.83; First Premier Bank Interest 1,396.92; Fox Promo LLC Sew on Patches 6.00; Graybar Electric Co Inc EMT Straps, Cover, Fuses 284.17; Halme Inc Water System Improvement 43,572.23; Hawkins Inc Chemicals 577.50; Hunter Publishing Inc Minutes/Notices 281.11; J H Larson Electrical Co Super 33 Tape 591.20; Krug Products Inc Hoses #36C 70.63; Lake County International Inc Mower Blades 129.45; Leader Printing Snow Flyers 425.00; Lewis&Clark Regional Water Sys October 2021 Fees 270.00; Locator & Supplies Inc Safety Glasses 156.17; Michelke/Tom Driver License Renewal 35.00; Midwest Alarm Co Security Monitoring 94.35; MPower Technologies Inc Customer Support Service 285.00; Muth Electric Inc Partial Billing-MAC Work 28,974.00; Northwestern Energy Utilities 337.62; O Reilly Automotive Inc Filters 70.12; Office Peeps Inc Mop/Safety Cutters/Copy Paper 116.90; Open Access Technology Int'l AMI03/04-CVR08 Milestones 23,420.00; Outer World Screen Decals 72.00; Pitney Bowes Global Financial Postage Machine Lease 237.09; Porta Pros Inc Toilet Rental-Totland 132.00; Reinicke Construction Inc Road Gravel 1,352.68; Running Supply Inc Pet Door/Cat Litter/Hose/Broom 542.40; Sanitation Products Inc Garbage Carts 780.00; SD One Call Message Fees 149.31; Streichers Inc Uniform Shirt 69.98; Sturdevants Madison Inc Grease/Belts/Light Bulbs 175.23; Timmer Supply Co Janitorial Supplies 39.93; Tyler Technologies Inc Review Data/Reconcile 406.25; US Dept of Energy October 2021 Services 92,952.04; Valiant Living Inc Contracted Expenses 5,096.00; Vantek Communications Inc 2-Way Radios/Accs/Prgmg 1,894.00; Wesco Distribution Inc Insulated Sleeves/Lubricant 308.05; Wheelco Brake & Supply Inc Filters #38 72.50; Office Peeps Inc Copier Contract/Copier Paper/Etc 280.65; Overdrive Books 278.25; Penguin Random House LLC Books 52.46; Porta Pros Inc Toilet Rental-Memorial Park 161.00; Premier Police Training LLC Search & Seizure Guides 218.00; Running Supply Inc Anti-Freeze/Ratchet Strap/Etc 258.69; Seyfer/Daisha Swimming Lessons Refund 30.00; Sturdevants Madison Inc Ctrl Arms/Pwr Window Reg-Switch 393.47; Tyler Technologies Inc Chart of Accounts 218.75; Vast Broadband Monthly Invoice 2,984.58; Wheelco Brake & Supply Inc Filters 42.97

Motion by Shaw seconded by Dybdahl to approve restructure of engineering department to promote Ryan Hegg to Department Head and remove job posting for engineer. Motion carried unanimously.

Motion by Corbin seconded by Dybdahl to approve advertising a contract for part-time animal control duties. Motion carried unanimously.

Motion by Shaw seconded by Corbin to accept bid Alternative #2 without the storage building for 97,432 for Madison Aquatics Center Improvements. Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Wire, to adjourn. Motion carried unanimously.

The Board of Commissioners adjourned at 6:02 pm.

/s/Sonya Wilt
Finance Officer

CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042

November 19, 2021
Regular

The Board of Commissioners of the City of Madison met in a special session at 12:00pm on the 19th day of November with the following members present on roll call: Mayor Marshall Dennert and Commissioners Jeremiah Corbin, Kelly Dybdahl, Jerae Wire, and Adam Shaw

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to enter executive session at 12:05 p.m.. Motion carried unanimously.

Motion by Commissioner Corbin, second by Commissioner Dybdahl to leave executive session at 12:39,

Motion by Shaw, seconded by Wire to approve premium pay for employees listed in the 2021 salary resolution. Non-essential classified employees will be paid from cash and essential classified employees will be paid from ARPA Grant Funds. Motion carried unanimously.

Motion by Corbin, seconded by Shaw to approve paying 50% of the health insurance and dental insurance increases with the other 50% of the increase paid by the employee. Motion carried unanimously.

Motion by Commissioner Wire, second by Commissioner Shaw, to adjourn. Motion carried unanimously.

The Board of Commissioners adjourned at 12:41 pm.

/s/Sonya Wilt
Finance Officer

PERIOD 1 DATING FROM 10/24/2021 THRU 11/06/2021 CHECK DATE 11/12/2021

VENDOR #000003 AFLAC	CHECK # 84263		
101.0000.1101 CASH	TOTAL	1,678.24	*
201.0000.1101 CASH	TOTAL	125.98	*
602.0000.1101 CASH	TOTAL	452.67	*
603.0000.1101 CASH	TOTAL	256.33	*
604.0000.1101 CASH	TOTAL	446.82	*
605.0000.1101 CASH	TOTAL	53.43	*
612.0000.1101 CASH	TOTAL	32.97	*
617.0000.1101 CASH	TOTAL	18.59	*
CHECK # 084263 TOTAL		3,065.03	**
VENDOR #002475 CITY OF MADISON-FLEX ONE	CHECK # 135484		
101.0000.1101 CASH	TOTAL	1,007.64	*
201.0000.1101 CASH	TOTAL	2.50	*
602.0000.1101 CASH	TOTAL	72.09	*
603.0000.1101 CASH	TOTAL	362.60	*
604.0000.1101 CASH	TOTAL	91.21	*
605.0000.1101 CASH	TOTAL	70.00	*
612.0000.1101 CASH	TOTAL	2.50	*
CHECK # 135484 TOTAL		1,608.54	**
VENDOR #003716 DELTA DENTAL OF SOUTH DA	CHECK # 135485		
101.0000.1101 CASH	TOTAL	2,685.21	*
201.0000.1101 CASH	TOTAL	333.72	*
602.0000.1101 CASH	TOTAL	597.47	*
603.0000.1101 CASH	TOTAL	784.16	*
604.0000.1101 CASH	TOTAL	592.38	*
605.0000.1101 CASH	TOTAL	263.76	*
612.0000.1101 CASH	TOTAL	181.59	*

PERIOD 1 DATING FROM 10/24/2021 THRU 11/06/2021 CHECK DATE 11/12/2021

VENDOR #003716 DELTA DENTAL OF SOUTH DA	CHECK # 135485		
617.0000.1101 CASH	TOTAL	76.75	*
CHECK # 135485 TOTAL		5,515.04	**
VENDOR #000505 HEALTH POOL OF SOUTH DAK	CHECK # 135486		
101.0000.1101 CASH	TOTAL	17,588.29	*
201.0000.1101 CASH	TOTAL	1,871.88	*
602.0000.1101 CASH	TOTAL	3,921.00	*
603.0000.1101 CASH	TOTAL	4,853.33	*
604.0000.1101 CASH	TOTAL	3,900.18	*
605.0000.1101 CASH	TOTAL	1,710.38	*
612.0000.1101 CASH	TOTAL	1,238.48	*
617.0000.1101 CASH	TOTAL	513.30	*
CHECK # 135486 TOTAL		35,596.84	**
VENDOR #000843 IBEW LOCAL 426	CHECK # 135487		
101.0000.1101 CASH	TOTAL	23.75	*
603.0000.1101 CASH	TOTAL	410.25	*
CHECK # 135487 TOTAL		434.00	**
VENDOR #005096 OFFICE CHILD SUPPORT ENF	CHECK # 84264		
101.0000.1101 CASH	TOTAL	900.00	*
CHECK # 084264 TOTAL		900.00	**
VENDOR #000136 SDRS	CHECK # 135488		
101.0000.1101 CASH	TOTAL	9,798.17	*
201.0000.1101 CASH	TOTAL	787.95	*
602.0000.1101 CASH	TOTAL	1,699.04	*
603.0000.1101 CASH	TOTAL	3,260.29	*
604.0000.1101 CASH	TOTAL	1,666.04	*
605.0000.1101 CASH	TOTAL	821.10	*
612.0000.1101 CASH	TOTAL	436.02	*
617.0000.1101 CASH	TOTAL	192.42	*

PERIOD 1 DATING FROM 10/24/2021 THRU 11/06/2021 CHECK DATE 11/12/2021

VENDOR #000136 SDRS	CHECK # 135488	
CHECK # 135488 TOTAL		18,661.03 **
VENDOR #002433 SDSRP	CHECK # 135489	
101.0000.1101 CASH	TOTAL	1,540.52 *
201.0000.1101 CASH	TOTAL	147.50 *
602.0000.1101 CASH	TOTAL	226.56 *
603.0000.1101 CASH	TOTAL	407.98 *
604.0000.1101 CASH	TOTAL	215.44 *
612.0000.1101 CASH	TOTAL	37.50 *
CHECK # 135489 TOTAL		2,575.50 **
VENDOR #000850 TEAMSTERS LOCAL UNION NO	CHECK # 135490	
101.0000.1101 CASH	TOTAL	147.48 *
201.0000.1101 CASH	TOTAL	131.63 *
602.0000.1101 CASH	TOTAL	180.07 *
604.0000.1101 CASH	TOTAL	185.19 *
612.0000.1101 CASH	TOTAL	45.88 *
617.0000.1101 CASH	TOTAL	12.75 *
CHECK # 135490 TOTAL		703.00 **

PERIOD 1 DATING FROM 10/24/2021 THRU 11/06/2021 CHECK DATE 11/12/2021

FUND	101	GENERAL FUND	35,369.30
FUND	201	PARK & REC	3,401.16
FUND	602	WATER FUND	7,148.90
FUND	603	ELECTRIC FUND	10,334.94
FUND	604	SEWER FUND	7,097.26
FUND	605	COMMUNITY CENTER	2,918.67
FUND	612	SOLID WASTE COLL	1,974.94
FUND	617	RECYCLING CENTER	813.81
		TOTAL ALL FUNDS	69,058.98

CITY OF MADISON
PERSONNEL
NOVEMBER 2021

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION	FUND	DEPARTMENT
Paul, Aimee	11/5/2021	NA	PT<20	NA	$11.05	Supervisor On Duty	Community Center	Administration
Knight, Landry	11/12/2021	NA	PT<20	NA	$9.45	Front Desk	Community Center	Administration
Knight, Landry	11/12/2021	NA	PT<20	NA	$11.05	Supervisor On Duty	Community Center	Administration
Franken, Kennen	11/16/2021	NA	PT<20	NA	$9.45	Front Desk	Community Center	Administration
Franken, Kennen	11/16/2021	NA	PT<20	NA	$11.05	Supervisor On Duty	Community Center	Administration

Sonya Wilt

From: Winrow, Kaylee <Kaylee.Winrow@dsu.edu>
Sent: Friday, November 19, 2021 2:17 PM
To: Sonya Wilt
Cc: Kristin Olson
Subject: RE: List of employees receiving $350.00 Pay from CRSSA Grant

Hi Sonya,
Yes the employees who will be receiving the extra $350 are:

1. Ben Schoeberl
2. Jada Dukat
3. Luke Kremer
4. Grayson Garry
5. Jordan Neises
6. Grace Schlechter
7. Reagen Miller
8. Kayla Gerken
9. Olivia Stieben
10. Kaylee Winrow

Please let me know if you need anything else.

Thanks,
Kaylee

From: Sonya Wilt <sonya.wilt@cityofmadisonsd.com>
Sent: Friday, November 19, 2021 1:53 PM
To: Winrow, Kaylee <Kaylee.Winrow@dsu.edu>
Cc: Kristin Olson <kristin.olson@cityofmadisonsd.com>
Subject: List of employees receiving $350.00 Pay from CRSSA Grant

Can you send a list of the 9 employees (plus you) that will receive the $350 special pay from the meeting yesterday? I didn't see anything in the email Danny sent out, but would like to get them on the commission agenda consent items for approval.

Thanks,

THE CITY OF MADISON

2022 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	204 S Egan Ave
CJ Shafer LLC	Sporty's Bar & Grill	123 S Egan Ave
Cherry Bowl LLC	Cherry Lanes	1413 NW 2nd St
Classic Corner LP	Classic Corner	500 SE 10th St
Contarino Honomichl LLC	Sundog Coffee	100 S Egan Ave
Dolgen Midwest LLC	Dollar General Store #10937	615 S Washington Ave
El Pino LLC	El Vaquero	222 NW 2nd St
David Foley	Foley's Bar	120 S Egan Ave
Randy J. Gruenwald	Dakota Butcher	745B S Washington Ave
Hot Shots Bar LLC	Hot Shots Bar	123 SW 1st St
LC43 LLC	LC43 Bar	122 S Egan Ave
Lewis Drugs Inc	Lewis Drug Madison	741 S Washington Ave
MKT Properties LLC	Prime Time Tavern	200 S Egan Ave
Madison Grocery Store Inc	Sunshine Foods	215 N Van Eps Ave
Madison Hospitality Group	Best Western Plus Lakeview	456 SE 12th St
Madison Hospitality Group	Best Western Plus Lakeview	456 SE 12th St
Nicky's LLC	Nicky's Restaurant	1407 NW 2nd St
Par Four Tavern LLC	The Office Bar & Grill	201 S Egan Ave
Sodexo America LLC	Sodexo America #10344	1205 N Washington Ave
Stadium Sports Grill Madison Inc	Stadium Sports Grill Madison	203 N Egan Ave
Thytill Enterprise LLC	Madison Discount Liquor	123 NW 2nd St
VFW	VFW Ron Westby Post# 2638	510 S Washington Ave

AIP Grant Application Checklist

AIRPORT NAME: Madison Municipal Airport **DATE:** 11/12/21

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: 712D2

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: ____________________

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the "Yes" and "No" boxes while others require providing additional information as part of the airport's request for AIP funds.**

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:					
1.	Standard Form 424 *(signed)*	◉	○	○	☐
2.	Project Cost Breakdown *(attached)*	◉	○	○	☐
3.	Project Sketch *(at the request of the ADO)*	◉	○	○	☐
4.	Project Narrative *(attached or within Form 5100-100/101 Part IV)*	◉	○	○	☐
5.	Form 5100-100 (parts II – IV) *(airport development grants)* Form 5100-101 (parts II- IV) *(planning grants)*	○	◉	○	☐
6.	Bid Tabulations/Negotiated Amounts *(attached or previously submitted to the ADO)*	○	○	◉	☐
7.	Exhibit A *(attached or previously submitted to the ADO)*	○	○	◉	☐
8.	Title Certificate or Long Term Lease Agreement *(at the request of the ADO)*	○	○	◉	☐

Form 5100-100 will be provided with the final grant application

FAA, Dakota Minnesota Airports District Office

Grant Initiation Request for Federal Assistance

This Pre-application is intended to notify the State Aviation Offices and the Federal Aviation Administration Airports District Office (FAA-ADO) of the sponsor's intent for the Fiscal Year funds available. This Pre-application will serve as the initial notification of the grant process towards the ultimate goal of grant award, transfer, or carryover. Information provided can be changed as more information becomes available. Please continue to keep the FAA-ADO and the State Aviation Office informed of any changes or updates needed to this Pre-Application

Airport Name:

Madison Municipal Airport – Madison, South Dakota

☐ We ***do not plan*** on having a project this year. (*Sign and date form and indicate funding action below*).

☐ FAA is authorized to carry our entitlements into the next fiscal year.

☐ FAA is authorized to transfer entitlements. *Form 5100-110 due by May 1st*.

☒ We ***do plan*** on having a project this year.

Detailed Project Description (*provide all the details, including ground disturbing activities such as trenching, grading, borrow, staging etc*):

Design a parking lot, access road, and hangar taxilanes reconstruction project. Locations are shown in the attached sketch.

Additional construction impacts and footprints will be developed and provided to the FAA during design once the location of the design details are further determined.

Detailed Project Justification:

Design a parking lot, access road, and hangar taxilanes reconstruction project. Locations are shown in the attached sketch.

The parking lot and access road have been in place for many years and have deteriorated, alligator cracked, and failed. This pavement has exceeded its useful life and needs to be reconstructed to avoid damage to public vehicles using the airport.

The hangar taxilanes had a 2018 PCI of 10. This is a failed pavement that according to the AIP handbook table H-1 is justified for reconstruction since the PCI is less than 55. These taxilanes are also still used by several hangars abutting the taxilanes.

☒ **Detailed Sketch matching project description** (Required)

☒ **SAMS expiration date current** (Required) *Attach SAMS website screenshot*

Environmental Status (Required):

☐ Previously approved environmental document (attached)

☒ CATEX Request (submitted after scope defined) CATEX will be submitted after the consultant design agreement has been executed and the CATEX prepared.

Project shown on Approved ALP (Required)

☒ Yes ☐ No, please explain

Click or tap here to enter text.

Cost estimate (Required - *use this format or attach spreadsheet with this format*)

Brief Item Description	Construction or land cost	Engineering	Admin	Total	Federal share	Non federal
Design – Reconstruct Hangar Taxilanes		$55,000		$55,000	$49,500	$5,500
Design – Reconstruct Airport Access Road and Parking Lot		$40,000		$40,000	$36,000	$4,000
Totals				**$95,000**	**$85,500**	**$9,500**

Marshall Dennert – Mayor – City of Madison, South Dakota

Sponsor's Designated Official Representative Print or Type (Official with authority to sign grant agreement)

Sponsor's Designated Official Representative (signature and date required)

Please submit to your state aviation office.

☐State aviation office concurs with state funding as proposed.

State Contact name and date (type or sign)

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:	*5b. Federal Award Identifier: AIP #3-46-0029-021-2022

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. Organizational DUNS: 168739977

d. Address:

*Street 1: 116 W. Center Street
Street 2:
*City: Madison
County: Lake
*State: South Dakota
*Country: United States of America
*Zip / Postal Code: 57042

Mr.

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: Marshall
Middle Name:
*Last Name: Dennert
Suffix:

Title: Mayor

Organizational Affiliation:
City of Madison

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

*Email: marshall.dennert@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:

Type of Applicant 3: Select 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:

N/A

Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

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

City of Madison, Lake County, State of South Dakota, United States

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

Parking Lot, Access Road and Hangar Taxilanes Reconstruction to include:

- Miscellaneous Administration Costs
- Environmental Services
- Design Services
- Bidding Services
- FAA Project Closeout Report

Attach supporting documents as specified in agency instructions.

16. Congressional Districts Of:

*a. Applicant: At Large

*b. Program/Project: At Large

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

17. Proposed Project:

*a. Start Date: April 1, 2022

*b. End Date: May 1, 2023

Application for Federal Assistance SF-424

18. Estimated Funding ($):

*a. Federal	$85,500
*b. Applicant	$6,175
*c. State	$3,325
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	$95,000

***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? (If "Yes", provide explanation.)**

☐ Yes ☒ No

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 my 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: Marshall
Middle Name:
*Last Name: Dennert
Suffix:

*Title: Mayor

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

*Email: marshall.dennert@cityofmadisonsd.com

*Signature of Authorized Representative: *Date Signed:

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:

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

N/A

NPIAS/CIP

AIRPORT NAME:	Madison Municipal Airport	**NPIAS NO.:**	46-0029
ASSOCIATED CITY:	Madison, South Dakota	**LOCAL IDENTIFIER.:**	MDS
COUNTY NAME:	Lake		

	BASED AIRCRAFT	SCHEDULED SERVICE ANNUAL EMPLANEMENTS	SCHEDULED SERVICE ANNUAL OPERATIONS	AIR TAXI ANNUAL OPERATIONS	MAIL SERVICE (Y OR N)	AIRPORTS ANNUAL ITINERANT OPERATIONS	AIRPORTS ANNUAL TOTAL OPERATIONS	PROPOSED NEW RUNWAYS	PROPOSED NEW RUNWAY EXTENSIONS
CURRENT:	54	0	0	60	N	2,900	33,000	N	N
1 TO 5 YEARS:	65	0	0	65	N	3,000	34,000	N	N
6 TO 10 YEARS:	70	0	0	70	N	3,100	35,000	N	N

ITEM NO.	ITEM DESCRIPTION	YEAR	TOTAL COST	FAA SHARE (TYPICAL 90%)	STATE SHARE (TYPICAL 3.5%)	LOCAL SHARE (TYPICAL 6.5%)	FUNDING SHORTFALL	REMARKS
1	Design - Reconstruct Hangar Taxilanes	2022	55,000	49,500	1,925	3,575	-	
2	Design - Reconstruct Airport Access Road and Parking Lot	2022	40,000	36,000	1,400	2,600	-	
3	Construct - Reconstruct Hangar Taxilanes - AIP Eligible Portion (Approx. 1,250 S.Y.)	2023	275,000	214,500	9,625	17,875	33,000	
4	Construct - Reconstruct Hangar Taxilanes - AIP Ineligible Portion (Approx. 100 S.Y.)	2023	10,000	-	-	10,000	-	
5	Construct - Reconstruct Airport Access Road and Parking Lot (Approx. 3,500 S.Y.)	2023	375,000	-	13,125	24,375	337,500	Funding Shortfall
6	Crack Sealing	2024	20,000	18,000	700	1,300	-	State Maintenance Project
7	Design - Reconstruct FBO Apron & Taxilane (Approx. 4,300 S.Y.)	2024	90,000	81,000	3,150	5,850	-	
8	Construct -Reconstruct FBO Apron & Taxilane - AIP Eligible Portion (Approx. 3,500 S.Y.)	2025	750,000	201,000	26,250	48,750	474,000	Funding Shortfall
9	Construct -Reconstruct FBO Apron & Taxilane - AIP Ineligible Portion (Approx. 800 S.Y.)	2025	85,000	-	-	85,000	-	Local Funding Only
10	ALP, Narrative, AGIS, Exhibit A and Land Use Plan	2026	350,000	150,000	12,250	22,750	165,000	
11	Crack Sealing	2027	30,000	27,000	1,050	1,950	-	State Maintenance Project
12	Design and Construct Sanitary Sewer Service to Airport	2028	250,000	225,000	8,750	16,250	-	Funding Shortfall. Eligibility would be prorated.
13	Environmental Assessment for Extension of Runway 3-21 to 3,600 feet by 120 feet, RPZ Analysis	2029	200,000	180,000	7,000	13,000	-	
14	Design - Extend Runway 3-21 to 3600 feet by 120 feet	2030	95,000	85,500	3,325	6,175	-	
15	Construct - Extend Runway 3-21 to 3600 feet by 120 feet	2031	600,000	232,500	21,000	39,000	307,500	Request State Apportionment
16	Crack Sealing	2032	35,000	31,500	1,225	2,275	-	State Maintenance Project
17	Rehabilitate Runway 15-33	2033	500,000	268,500	17,500	32,500	181,500	Request State Apportionment
18	Construct Corporate Hangar Taxilane	2034	500,000	150,000	17,500	32,500	300,000	Request State Apportionment
19	Crack Sealing	2035	45,000	40,500	1,575	2,925	-	State Maintenance Project
20	Replace PAPIs	2036	100,000	90,000	3,500	6,500	-	
	Totals		$ 4,405,000.00	$ 2,080,500.00	$ 150,850.00	$ 375,150.00		
	2022 Total		$ 95,000.00	$ 85,500.00	$ 3,325.00	$ 6,175.00	$ -	
	2023 Total		$ 660,000.00	$ 214,500.00	$ 22,750.00	$ 52,250.00	$ 370,500.00	
	2024 Total		$ 110,000.00	$ 99,000.00	$ 3,850.00	$ 7,150.00	$ -	

*State funding reduced to 3.5% in 2021. Addtionally, starting in 2021 no state funding will be offered for revenue producing facilites (i.e. Hangars & Fuel Systems). These changes are reflected above.

Preliminary Opinion of Probable Costs
Madison Municipal Airport
Madison, South Dakota

Reconstruct Hangar Taxilane

Schedule 1 - General Construction (AIP Eligible)

Base Bid		**Reconstruct Hangar Taxilane (Approx. 1,252 S.Y.)**				
Spec #	**Item**	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
Local	1	Mobilization	1	L.S.	$ 44,000.00	$ 44,000.00
Local	2	Airside Traffic Control	1	L.S.	5,000.00	5,000.00
P-101	3	Remove and Dispose of Bituminous Pavement	1,231	S.Y.	5.00	6,155.00
P-152	4	Unclassified Excavation	1,486	C.Y.	10.00	14,860.00
P-154	5	Seperation Geotextile	1,757	S.Y.	3.00	5,271.00
P-154	6	Subbase Course (35 inches)	1,339	C.Y.	40.00	53,560.00
SP-260	7	Aggregate Base Course - SDDOT 260 (6 inches)	230	C.Y.	60.00	13,800.00
SP-320	8	4-inch HMA Pavement, Class G, PG 64-28	296	Ton	120.00	35,520.00
P-603	9	Bituminous Tack Coat	125	Gal.	5.00	625.00
P-620	10	Runway and Taxiway Painting	226	S.F.	10.00	2,260.00
D-705	11	4-Inch Perforated Edgedrain Pipe with Filter Sock	451	L.F.	16.00	7,216.00
D-705	12	4 Inch PVC Outlet Line & Headwall	2	Ea.	1,100.00	2,200.00
D-705	13	Edgedrain Cleanout	2	Ea.	1,000.00	2,000.00
T-901	14	Seeding	1	Acre	4,000.00	4,000.00
T-905	15	Topsoiling (On Site)	108	C.Y.	15.00	1,620.00
T-908	16	Mulching	1	Acre	3,000.00	3,000.00
					AIP Eligible - Total Estimated Cost	**$ 201,087.00**

Schedule 1 - General Construction (AIP Ineligible)

Base Bid		**Reconstruct Hangar Taxilane Approaches (Approx. 90 S.Y.)**				
Spec #	**Item**	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
P-101	1	Remove and Dispose of Bituminous Pavement	116	S.Y.	5.00	580.00
P-152	2	Unclassified Excavation	95	C.Y.	10.00	950.00
P-154	3	Seperation Geotextile	132	S.Y.	3.00	396.00
P-154	4	Subbase Course (35 inches)	92	C.Y.	40.00	3,680.00
SP-260	5	Aggregate Base Course - SDDOT 260 (6 inches)	16	C.Y.	60.00	960.00
SP-320	6	4-inch HMA Pavement, Class G, PG 64-28	21	Ton	120.00	2,520.00
P-603	7	Bituminous Tack Coat	9	Gal.	5.00	45.00
					AIP Ineligible - Total Estimated Cost	**$ 9,131.00**

Total Overall Estimated Cost	**$ 210,218.00**

Supplemental Costs - AIP Eligible	
Administration (Added - not part of Engineering Contract)	$ 2,000.00
Construction Observation, Testing, and Administration (Estimated)	50,000.00
FAA Project Closeout Report	3,000.00
Total Estimated Supplemental Costs	**$ 55,000.00**

Opinion of Probable Costs - AIP Eligible	
Estimated Cost	**$ 256,087.00**
Estimated Cost + 10% Contingency	**$ 281,695.70**
Estimated Federal Share (90%)	**$ 253,526.13**
Estimated State Share (3.5%)	**$ 9,859.35**
Estimated Local Share (6.5%)	**$ 18,310.22**

Opinion of Probable Costs - AIP Ineligible	
Estimated Cost	**$ 9,131.00**
Estimated Cost + 10% Contingency	**$ 10,044.10**
Estimated Federal Share (0%)	**$ -**
Estimated State Share (0%)	**$ -**
Estimated Local Share (100%)	**$ 10,044.10**

Preliminary Opinion of Probable Costs
Madison Municipal Airport
Madison, South Dakota

Reconstruct Access Road and Parking Lot

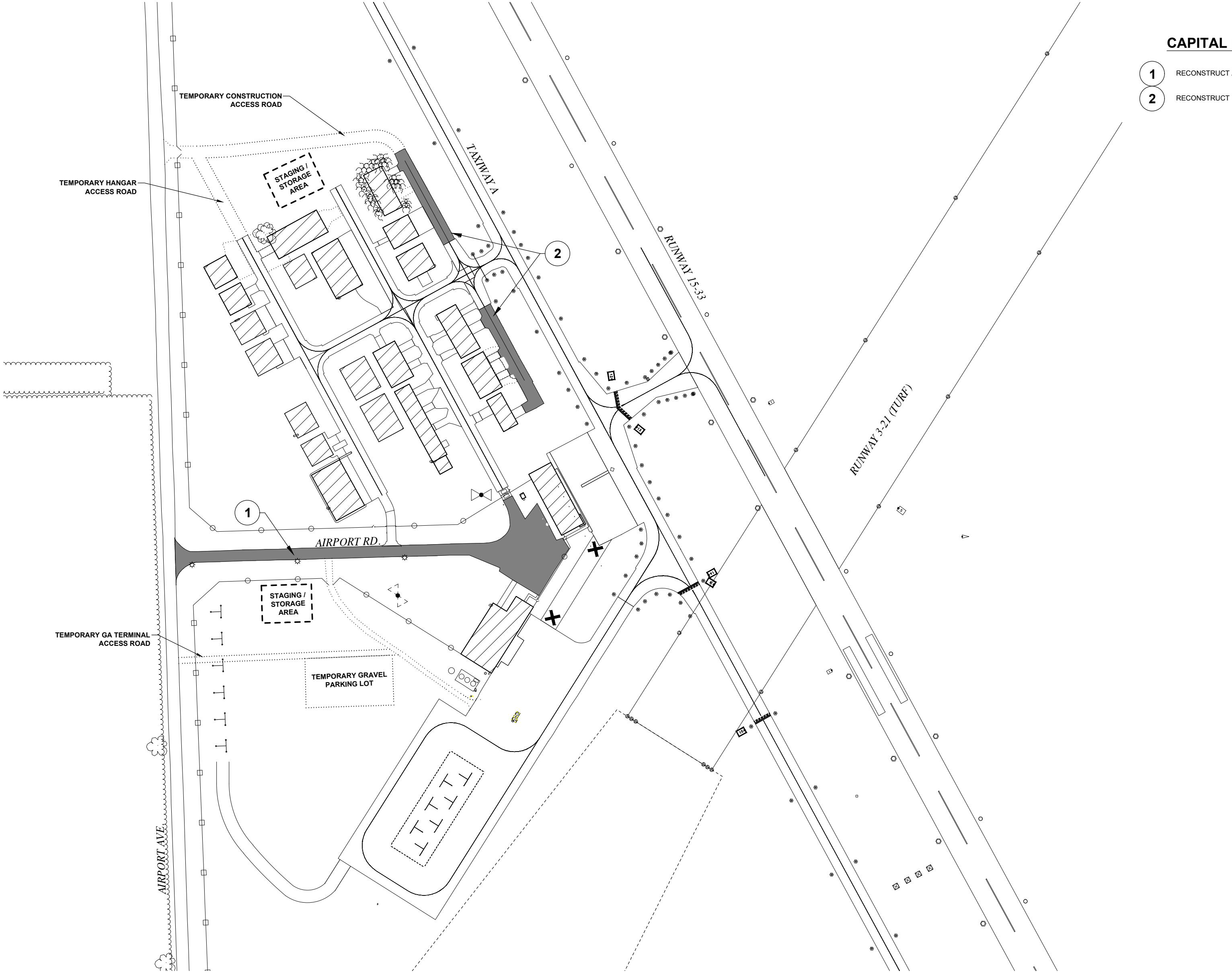
Schedule 1 - General Construction

Base Bid		**Reconstruct Access Road and Parking Lot (Approx. 3,576 S.Y.)**				
Spec #	**Item**	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
Local	1	Mobilization	1	L.S.	$ 40,000.00	$ 40,000.00
Local	2	Traffic Control	1	L.S.	5,000.00	5,000.00
P-101	3	Remove and Dispose of Bituminous Pavement	3,576	S.Y.	5.00	17,880.00
P-152	5	Unclassified Excavation	1,311	C.Y.	10.00	13,110.00
P-154	4	Seperation Geotextile	3,960	S.Y.	3.00	11,880.00
SP-260	6	Aggregate Base Course - SDDOT 260 (12 inches)	1,311	C.Y.	60.00	78,660.00
SP-320	7	4-inch HMA Pavement, Class G, PG 64-28	1,066	Ton	120.00	127,920.00
P-603	8	Bituminous Tack Coat	358	Gal.	5.00	1,790.00
P-620	9	Marking	160	S.F.	10.00	1,600.00
T-901	10	Seeding	1	Acre	4,000.00	4,000.00
T-905	11	Topsoiling (On Site)	216	C.Y.	15.00	3,240.00
T-908	12	Mulching	1	Acre	3,000.00	3,000.00
					Base Bid - Total Estimated Cost	**$ 308,080.00**

Supplemental Costs	
Administration (Added - not part of Engineering Contract)	$ 2,000.00
Construction Observation, Testing, and Administration (Estimated)	40,000.00
Total Estimated Supplemental Costs	**$ 42,000.00**

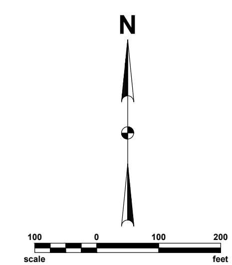
Opinion of Probable Costs	
Estimated Cost	**$ 350,080.00**
Estimated Cost + 10% Contingency	**$ 385,088.00**
Estimated Federal Share (90%)	**$ 346,579.20**
Estimated State Share (3.5%)	**$ 13,478.08**
Estimated Local Share (6.5%)	**$ 25,030.72**

NOTE: THIS SHEET IS TO BE PRINTED IN COLOR.



CAPITAL IMPROVEMENT PLAN

1. RECONSTRUCT ACCESS ROAD AND PARKING LOT (APPROX. 3,600 SY)
2. RECONSTRUCT HANGAR TAXILANES (APPROX. 1,300 SY)



PRELIMINARY
NOT FOR CONSTRUCTION

KLJ

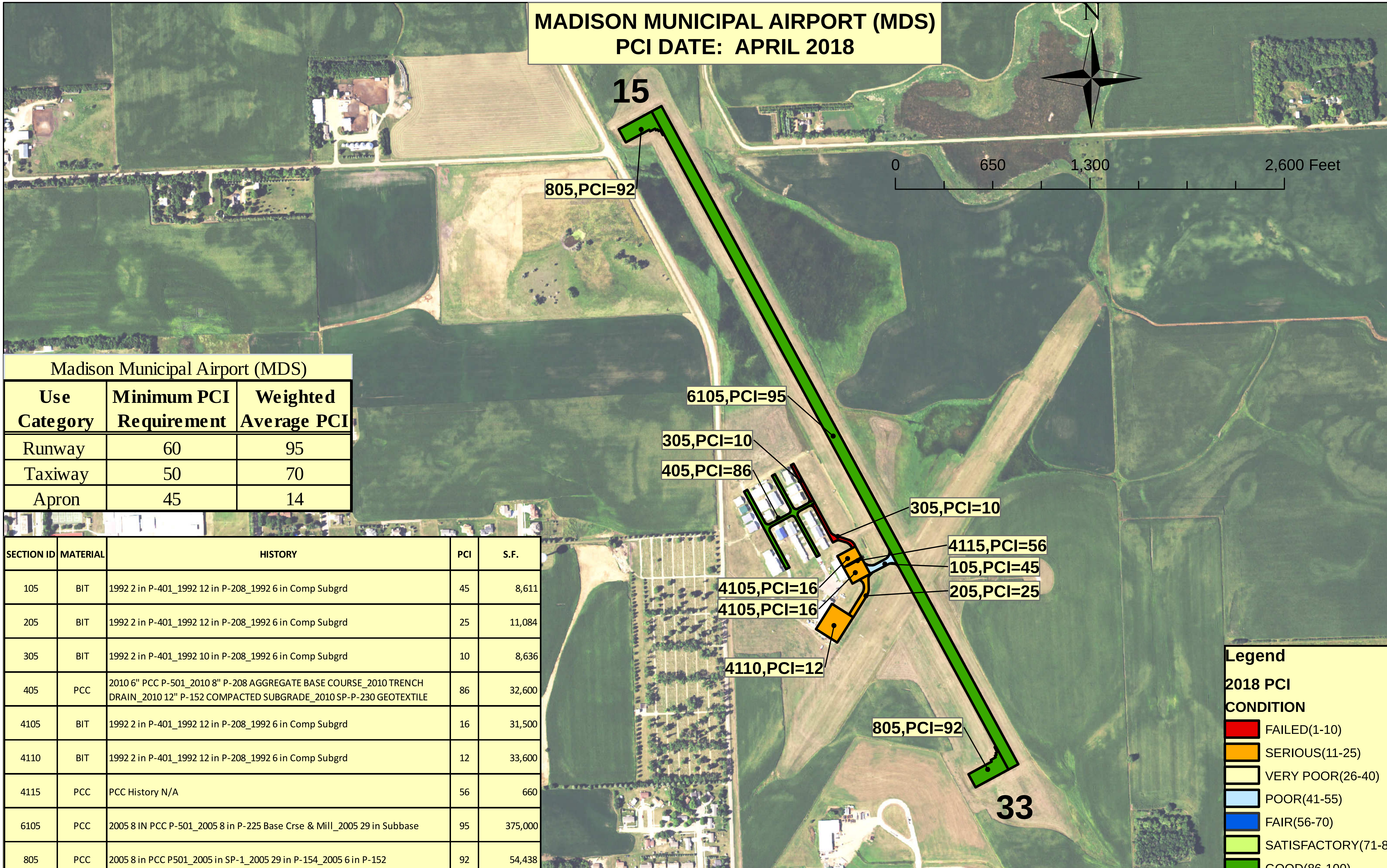
MADISON MUNICIPAL AIRPORT

CITY OF MADISON
MADISON, SOUTH DAKOTA

HANGAR TAXILANE, AIRPORT ACCESS ROAD, AND AIRPORT PARKING LOT RECONSTRUCTION EXHIBIT

DRAFTED	ERF
REVIEWED	JJB
PROJECT NUMBER	
LAST REVISED DATE	11/12/2021
SHEET	1

Nov 12, 2021 - 10:20am - K:\Projects\Airport\SD\Madison_MDS\ClientInfo\FAA\Grants\-021-2022\01_Pre-Application\MDS-PreAppSketch-021-2022.dwg (apt_pwd)



Madison Municipal Airport (MDS)

Use Category	Minimum PCI Requirement	Weighted Average PCI
Runway	60	95
Taxiway	50	70
Apron	45	14

SECTION ID	MATERIAL	HISTORY	PCI	S.F.
105	BIT	1992 2 in P-401_1992 12 in P-208_1992 6 in Comp Subgrd	45	8,611
205	BIT	1992 2 in P-401_1992 12 in P-208_1992 6 in Comp Subgrd	25	11,084
305	BIT	1992 2 in P-401_1992 10 in P-208_1992 6 in Comp Subgrd	10	8,636
405	PCC	2010 6" PCC P-501_2010 8" P-208 AGGREGATE BASE COURSE_2010 TRENCH DRAIN_2010 12" P-152 COMPACTED SUBGRADE_2010 SP-P-230 GEOTEXTILE	86	32,600
4105	BIT	1992 2 in P-401_1992 12 in P-208_1992 6 in Comp Subgrd	16	31,500
4110	BIT	1992 2 in P-401_1992 12 in P-208_1992 6 in Comp Subgrd	12	33,600
4115	PCC	PCC History N/A	56	660
6105	PCC	2005 8 IN PCC P-501_2005 8 in P-225 Base Crse & Mill_2005 29 in Subbase	95	375,000
805	PCC	2005 8 in PCC P501_2005 in SP-1_2005 29 in P-154_2005 6 in P-152	92	54,438

Helms & Associates
CIVIL ENGINEERS & LAND SURVEYORS
221 Brown County Hwy 19
P.O. Box 111
Aberdeen, SD 57402
Phone: (605) 225-1212 Fax: (605) 225-3189
Email: operations@helmsengineering.com

PAVEMENT CONDITION INDEX SURVEY
MADISON MUNICIPAL AIRPORT
MADISON, SOUTH DAKOTA
AIP #3-46-0000-08-2018
HELMS #A-6821
6/4/2018

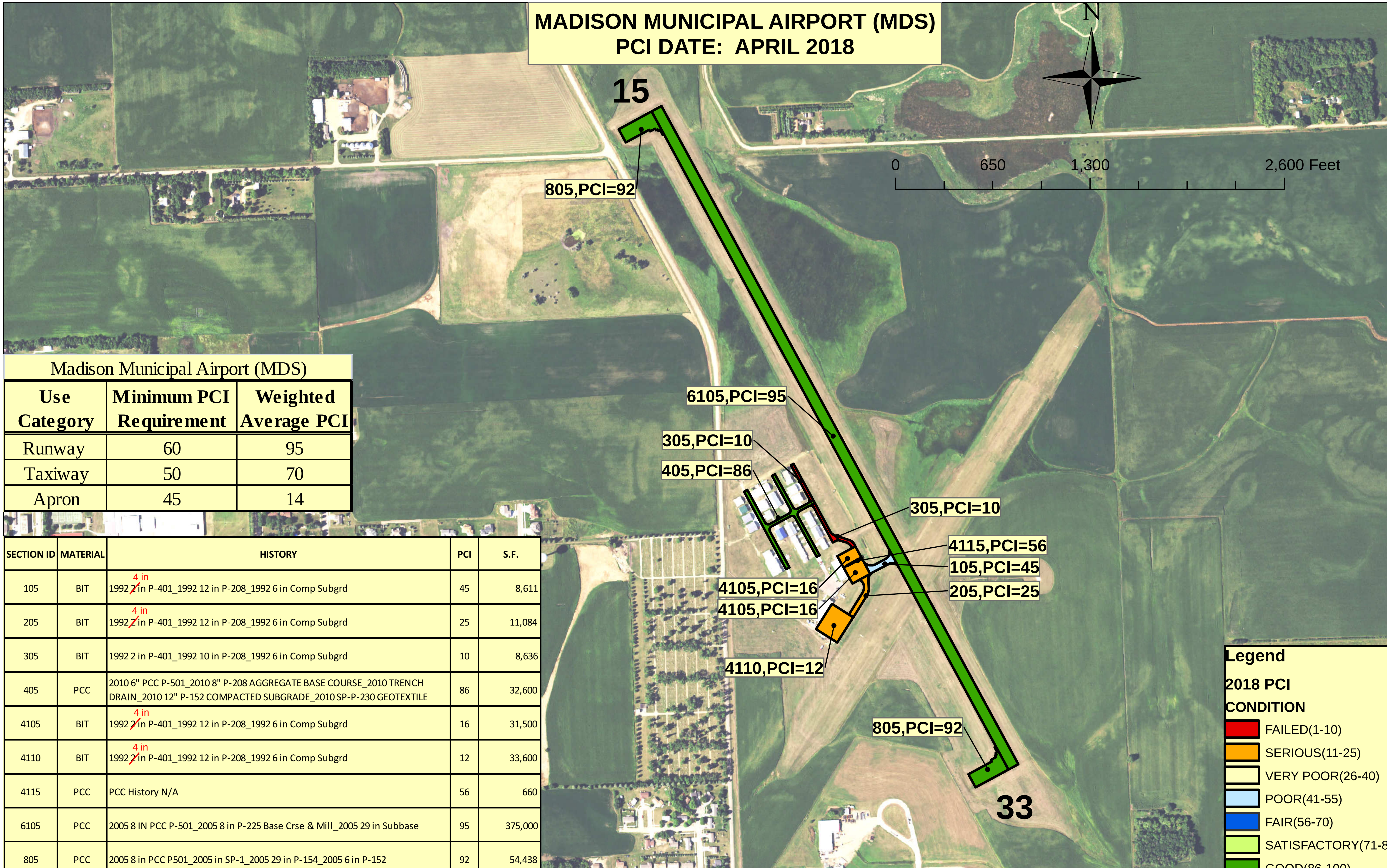
MADISON MUNICIPAL AIRPORT (MDS)

		Pavement		2012		2015		2018	
Branch ID	**Section ID**	**Age**	**Material**	**PCI**	**Condition**	**PCI**	**Condition**	**PCI**	**Condition**
Connector Taxiway	CTW - 105	1992	Asphalt	80	Satisfactory	75	Satisfactory	45	Poor
Connector Taxiway	CTW - 205	1992	Asphalt	66	Fair	26	Very Poor	25	Serious
Hangar Taxilane	HTW - 305	1992	Asphalt	48	Poor	21	Serious	10	Failed
Hangar Taxilane	HTW - 405	2010	Asphalt	100	Good	94	Good	86	Good
Runway Turnaround	RT - 805	2005	Asphalt	100	Good	97	Good	92	Good
Apron	A - 4105	1992	Asphalt	46	Poor	23	Serious	16	Serious
Apron	A - 4110	1992	Concrete	55	Poor	24	Serious	12	Serious
Apron	A - 4115	UNK	Asphalt	98	Good	76	Satisfactory	56	Fair
Runway 15/33	RW1533 - 6105	2005	Asphalt	100	Good	97	Good	95	Good

PCI Rating	Description	Applicable Pavement Preservation
86 - 100	*Good* - only minor distresses	Routine maintenance only
71 - 85	*Satisfactory* - low and medium distresses	Preventive maintenance
56 - 70	*Fair* - some distresses are severe	Corrective maintenance & rehabilitation
41 - 55	*Poor* - severity of the distresses can cause operational problems	Rehabilitiation or reconstruction
26 - 40	*Very poor* - severe distresses cause operational problems	Rehabilitiation and reconstruction
11-25	*Serious* - many severe destresses cause operational restrictions	Immediate repairs and reconstruction
0-10	*Failed* - pavement deterioration prevents safe aircraft operations	Reconstruction

Incorrect asphalt thickness in history column on MDS PCI maps from 2015 and 2018. See redlined change from 2" to 4" bituminous thickness for sections 105, 205, 4105, and 4110

MADISON MUNICIPAL AIRPORT (MDS)
PCI DATE: APRIL 2018



Madison Municipal Airport (MDS)

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4105	BIT	1992 ~~2~~ 4 in in P-401_1992 12 in P-208_1992 6 in Comp Subgrd	16	31,500
4110	BIT	1992 ~~2~~ 4 in in P-401_1992 12 in P-208_1992 6 in Comp Subgrd	12	33,600
4115	PCC	PCC History N/A	56	660
6105	PCC	2005 8 IN PCC P-501_2005 8 in P-225 Base Crse & Mill_2005 29 in Subbase	95	375,000
805	PCC	2005 8 in PCC P501_2005 in SP-1_2005 29 in P-154_2005 6 in P-152	92	54,438

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PAVEMENT CONDITION INDEX SURVEY
MADISON MUNICIPAL AIRPORT
MADISON, SOUTH DAKOTA
AIP #3-46-0000-08-2018
HELMS #A-6821
6/4/2018

MADISON MUNICIPAL AIRPORT (MDS)

		Pavement		2012		2015		2018	
Branch ID	**Section ID**	**Age**	**Material**	**PCI**	**Condition**	**PCI**	**Condition**	**PCI**	**Condition**
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PCI Rating	Description	Applicable Pavement Preservation
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MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF LAKE, SOUTH DAKOTA
AND
CITY OF MADISON, SOUTH DAKOTA

This Memorandum of Understanding (MOU) is made and entered into by and between the County of Lake, South Dakota (County) and the City of Madison, South Dakota (City).

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a general framework of cooperation between County and City regarding the County's Purchase of Imagery from Pictometry International Corporation (Pictometry) and the City's use of the same.

County and City have identified the need and expressed their support for use of imagery from Pictometry. County and City have the authority and capability to furnish the cooperation hereinafter set forth and are willing to participate in cost-sharing and financing of Pictometry.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

County and City both desire to obtain imagery of the community, neighborhoods and county for their use.

III. DEFINITIONS

For the purposes of this MOU:

A. The term "Lake County Agreement" means the Agreement between Pictometry International Corp and Lake County as outlined on pages 1-18, including all terms and conditions of Section B of the Agreement – License Terms.

B. The term "City of Madison Agreement" means the Agreement between Pictometry International Corp and the City of Madison as outlined on pages __________.

C. The term "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to Lake County by or on behalf of Pictometry.

D. The term "Authorized Subdivision" means any political unit or subdivision located totally or substantially within the boundaries of Lake County that Lake County authorizes to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions (Section B of the Lake County Agreement).

E. The term "Authorized User" means any employee of Lake County or an Authorized Subdivision that is authorized by Lake County to have access to the Delivered Content through an Authorized System.

F. The term "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by Lake County or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by Lake County or an Authorized Subdivision, and (iii) it is under the control of and may only be used by Lake County or an Authorized Subdivision.

G. The term "Project Participant" means any employee or contractor of persons or entities performing services for compensation for Lake County or an Authorized Subdivision. Project Participants must be identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, must enter into a written agreement with Pictometry authorizing such access.

H. The term "First Project" means those products and services which are listed on pages 3-4 of the Agreement between Pictometry International Corp and Lake County, SD.

I. The term "Second Project" means those products and services which are listed on pages 4-5 of the Agreement between Pictometry International Corp and Lake County, SD.

IV. OBLIGATIONS OF COUNTY AND CITY

A. County and City are jointly responsible for one-hundred (100) percent of products from Pictometry International Corp. City shall contribute cash equal to ten (10) percent of products from Pictometry International Corp. County shall contribute cash equal to ninety (90) percent of products from Pictometry International Corp. City's cash contributions must be made within ten (10) days after the County submits a bill to the City for the same. Payments the City will make to the County are as follows:

First Project	Total Amount Due	City's Portion
Due at Initial Shipment of Imagery	$21,006.66	$2,100.66
Due at First Anniversary of Shipment	$21,006.67	$2,100.67
Due at Second Anniversary of Shipment	$21,006.67	$2,100.67
Second Project		
Due at Initial Shipment of Imagery	$21,673.32	$2,167.32
Due at First Anniversary of Shipment	$21,673.34	$2,167.34
Due at Second Anniversary of Shipment	$21,673.34	$2,167.34

B. The Lake County Agreement sets forth the terms and conditions that govern use of Delivered Content, Pictometry online services, and Pictometry software.

C. The Lake County Agreement allows the County to authorize access to Delivered Content to Authorized Subdivisions. The County agrees to designate the City as an Authorized Subdivision.

D. The Lake County Agreement requires that Authorized Subdivisions and its Authorized Users comply with its terms and conditions. The City agrees to abide by all of the terms and conditions of the Lake County Agreement.

E. The City has expressed interest in obtaining its own copy of the Delivered Content. The County agrees that the City may obtain its own copy of the Delivered Content if:

a) the copy is obtained directly from Pictometry;
b) the City is responsible for the cost of the copy; and
c) the City enters into its own agreement with Pictometry International Corp that governs the use of the City's copy of the Delivered Content.

The City of Madison Agreement will allow the City, as an Authorized Subdivision, to deal directly with Pictometry should the City desire to use its copy of the Delivered Content with specific software or grant access to the Delivered Content to any potential Project Participants.

F. This MOU outlines cost-sharing and financial obligations of County and City with respect to the products and services included in the First Project and the Second Project. If the City desires to procure products or services from Pictometry beyond the scope of the First Project and/or the Second Project, the City is responsible for the cost of those products and services. The City may also be required to enter into additional agreements with Pictometry and/or Lake County related to any additional products or services.

V. METHOD OF PAYMENT

County shall pay the above-mentioned amounts as outlined above and on page 6 of the Agreement between Pictometry International Corp and Lake County. County shall then submit a bill to the City for the "City's Portion" as outlined above. Payment is to be made from City to County within ten (10) days of receipt of the bill.

VI. DISPUTES

County will consult with City about any dispute with Pictometry International Corp and must reach an agreement with City as to a mutually acceptable resolution prior to settling said dispute with Pictometry International Corp.

As a condition precedent to County or City bringing any suit for breach of this MOU, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If County and City cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. County and City shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of the dispute shall not excuse County or City from performance pursuant to this MOU.

VIII. MAINTENANCE OF RECORDS AND AUDIT

County shall keep records of all payments made to Pictometry International Corp. County shall keep records of all bills submitted to the City and payments received from the City. City shall keep a separate copy of all bills received from the County and all payments made to the County.

IX. RELATIONSHIP OF PARTIES

County and City act in independent capacities in the performance of their respective rights and obligations under this MOU, and neither is to be considered the officer, agent, or employee of the other.

X. TERMINATION OR SUSPENSION

The financial obligations outlined in this MOU shall terminate at the conclusion of the final payment from the City to the County which is due ten (10) days after receipt of the bill for City's Portion of Second Project amount Due at Second Anniversary of Shipped Imagery.

The remaining obligations outlined in this MOU will remain in effect for the length of the Agreement between Pictometry International Corp and Lake County and the length of the Agreement between Pictometry International Corp and the City of Madison.

Any termination of this MOU shall not relieve the parties of liability for any obligations previously incurred, including the costs of closing out or transferring any existing contracts.

Dated this _________ day of ________________________, 2021.

CITY OF MADISON

____
Marshall Dennert
Mayor

ATTEST:

____
Sonya Wilt
City Finance Officer

Dated this 2nd day of November, 2021.

LAKE COUNTY COMMISSION

By: Kelli Wollmann
Kelli Wollmann
Chairman

ATTEST:

Paula Barrick
Paula Barrick
Lake County Auditor

(SEAL)

COUNTY AUDITOR
LAKE COUNTY
SOUTH DAKOTA

First Project	**$**	**63,020.00**		
	Total Amount Due		City's Portion	
Due at Initial Shipment of Imagery	$	21,006.66	$	2,100.66
Due at First Anniversary of Shipment of Imagery	$	21,006.67	$	2,100.67
Due at Second Anniversary of Shipment of Imagery	$	21,006.67	$	2,100.67
	$	**63,020.00**	**$**	**6,302.00**

Second Project	$	65,020.00		
	Total Amount Due		City's Portion	
Due at Initial Shipment of Imagery	$	21,673.32	$	2,167.32
Due at First Anniversary of Shipment of Imagery	$	21,673.34	$	2,167.34
Due at Second Anniversary of Shipment of Imagery	$	21,673.34	$	2,167.34
	$	65,020.00	$	6,502.00

RESOLUTION 2021-28

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE AND PAYMENT OF SALES TAX REVENUE BONDS, SERIES 2022 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION AND NO/100 ($9,000,000), OF THE CITY OF MADISON OF LAKE COUNTY, SOUTH DAKOTA.

WHEREAS, the City of Madison is authorized by the provisions of SDCL §10-52-2.10 to issue bonds;

WHEREAS, the City of Madison pursuant to the provisions of Ordinance 1338 and 1380 of the City of Madison Code of Ordinances, levies non-ad valorem tax; and

WHEREAS, the City Commission has determined and does hereby declare that is necessary and in the best interest of the City to issue Sales Tax Revenue Bonds, Series 2022 for the purpose of providing funds to fund the costs of capital projects inside the City of Madison and pay the costs of issuance of Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON OF LAKE COUNTY, AS FOLLOWS:

ARTICLE I
DEFINITIONS

Section 1.1. Definition of Terms.

In addition to the words and terms elsewhere defined in this Bond Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" means collectively SDCL Chapter 6-8B and Chapter 10-52, as amended.

"Authorized Officer of the City" means the Mayor and the Finance Officer, or, in the case of any act to be performed or duty to be discharged, any other member, officer, or employee of the City then authorized to perform such act or discharge such duty.

"Bonds" means not to exceed $9,000,000 in aggregate principal amount of Sales Tax Revenue Bonds, Series 2022, dated in 2022, or such other designation or date as shall be determined by the City Commission pursuant to Section 8.1 hereof, authorized and issued under the Bond Resolution.

"Bond Counsel" means Meierhenry Sargent LLP, a firm of attorneys recognized as having experience in matters relating to the issuance of state or local governmental obligations.

"Bondholder", "Holder" and "Registered Owner" means the registered owner of a Bond, including any nominee of a Depository.

"Bond Payment Date" means the payment dates as provided in the Bond Purchase Agreement.

"Bond Purchase Agreement" means the agreement between the City and the Underwriter for the purchase of the Bonds.

"Bond Resolution" means the within Resolution, duly adopted by the City Commission on the date hereof, as it may be amended from time to time.

"Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository or to its nominee as Registered Owner, with the certificated certificates being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the City or the Paying Agent and Registrar, constitute the written record that identifies, and records the transfer of the beneficial "book-entry" interests in those Bonds.

"Capital Project" means to fund the costs of capital projects inside the City of Madison.

"City" means the City of Madison, Lake County, South Dakota, an aldermanic form of municipality organized under the State of South Dakota.

"City Commission" means the City Commission of the City elected pursuant to the provisions of the SDCL Title 9.

"City Finance Officer" means the City Finance Officer of the City appointed pursuant to the provisions of South Dakota Codified Laws Title 9 or, in the absence of such appointment or in the event the person so appointed is unable or incapable of acting in such capacity, the person appointed by the City Commission to perform the duties otherwise performed by the City Finance Officer, or his/her designee.

"Closing Date" means the date the Bonds are exchanged for value.

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

"Costs of Issuance" means all costs, fees, charges and expenses incurred in connection with the issuance of the Bonds, including costs for bond insurance and rating agency fees.

"Debt" means (1) indebtedness of the City for borrowed money or for the deferred purchase price of property or services, and expressly including the obligation to pay principal and interest on or with respect to revenue bonds, (2) the obligation of the City as lessee under leases which should be recorded as capital leases under generally accepted accounting principles, and (3) obligations of the City under direct or indirect guarantees in respect of, and obligations, contingent or otherwise, to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in subdivisions (1) and (2) above.

"Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to DTC.

"DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

"DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC system.

"Finance Officer" means the Finance Officer of the City appointed pursuant to the provisions of South Dakota Codified Laws Title 9 or, in the absence of such appointment or in the event the person so appointed is unable or incapable of acting in such capacity, the person appointed by the Mayor and approved by the City Commission to perform the duties otherwise performed by the Finance Officer, or his/her designee.

"Issuer" shall mean the City of Madison, South Dakota.

"Interest Payment Dates" means such dates set forth in the Bond Purchase Agreement.

"Letter of Representation" means the Blanket Issuer Letter of Representations to DTC of the City.

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

"Official Statement" and "Preliminary Official Statement" means that Official Statement and Preliminary Official Statement described in Section 8.2 hereof pertaining to the sale of the Bonds.

"Original Issue Discount or OID" means an amount by which the par value of a security exceeds its public offering price at the time of its original issuance.

"Original Issue Premium or OIP" means the amount by which the public offering price of a security at the time of its original issuance exceeds its par value.

"Outstanding", "Bonds Outstanding", or "Outstanding Bonds" means, as of a particular date all Bonds issued and delivered under this Bond Resolution except: (1) any Bond paid or redeemed or otherwise canceled by the City at or before such date; (2) any Bond for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the City for the benefit of the Owner thereof; (3) any Bond for the redemption of which cash, equal to the redemption price thereof with interest to the redemption date, shall have theretofore been deposited with the Paying Agent and Registrar and for which notice of redemption shall have been mailed in accordance with this Bond Resolution; (4) any Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Resolution, unless proof satisfactory to the City is presented that any Bond, for which a Bond in lieu of or in substitution therefor shall have been delivered, is held by a bona fide Underwriter, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Bond in lieu of or in substitution for which a new Bond has been delivered and such new Bond so delivered therefor shall be deemed Outstanding; and, (5) any Bond deemed paid under the provisions of Article VII of this Resolution, except that any such Bond shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of being exchanged, transferred, or registered.

"Outstanding Parity Bonds" means any bonds payable from the Sales Tax.

"Paying Agent and Registrar" means U.S. Bank National Association, St. Paul, Minnesota, its successor or successors, hereafter appointed in the manner provided in Article VI hereof.

"Person" means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

"President" means the President of the City Commission who may act for the Mayor in the absence of the Mayor.

"Purchase Agreement" means the Bond Purchase Agreement authorized pursuant to and described in Section 8.1 hereof by and between the City and the Underwriter.

"Rating Agency" means one or more of the following rating agencies: S&P Global Ratings, Moody's Investors Service Inc. and Fitch IBCA, Inc.

"Record Date" means the dates set forth in the Bond Purchase Agreement.

"Resolution" means this Bond Resolution.

"Required Reserve" means an amount, if required, which will comply with the Internal Revenue Regulations specifying the maximum amount in a reserve fund permitted to be invested without regard to investment yield.

"Sales Tax" means the City's 2% retail occupational sales and service tax and the 2% excise tax on use, storage and consumption of items purchases which are subject to SDCL Chapter 10-45 and SDCL Chapter 10-46, imposed under Chapter 19 of the Revised Ordinance of Madison, South Dakota, as amended.

"Schedule" means the principal and interest payment schedule for the Bonds.

"Underwriter" means Colliers Securities LLC, Pierre, South Dakota, acting for and on behalf of itself and such securities dealers as they may designate.

Section 1.2. References to Resolution.

The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Bond Resolution as a whole.

Section 1.3. References to Articles, Sections, Etc.

References to Articles, Sections, and other subdivisions of this Bond Resolution are to the designated Articles, Sections, and other subdivisions of this Bond Resolution as originally adopted.

Section 1.4. Headings.

The headings of this Bond Resolution are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II
FINDINGS

Section 2.1.

It is hereby found, declared a necessity, and determined by the City Commission that all limitations upon the issuance of Bonds have been met and that the Bonds are being authorized, issued and sold in accordance with the provisions of the Act.

ARTICLE III
AUTHORITY, PLEDGE, LEVY AND ACCOUNTS

Section 3.1. Authority to Issue Bonds.

The City declares it necessary and is authorized by SDCL Chapter 10-52 to issue bonds (i) to fund the costs of capital projects inside the City of Madison, therefore sales tax revenue bonds shall be authorized and issued pursuant to, and in accordance with, the provisions of the Act, the Bond Resolution, and other applicable provisions of law, in the aggregate principal amount as finalized by the Bond Purchase Agreement.

Section 3.2. Pledge of Sales Tax.

The Sales Tax shall be and they are hereby irrevocably pledged to the prompt and full payment of the principal, premium, and interest on each and all of said Bonds as such principal, premium, and interest respectively become due.

Section 3.3. Collection of Taxes.

Pursuant to SDCL § 10-52-2.10, the City does hereby pledge, provide, and agree that it will continue to impose and collect the Sales Tax so long as the Bonds are outstanding. The governing body does hereby pledge so much of the collections of the Sales Tax as may be necessary to pay the principal, premium, and interest on the bonds, and to maintain any debt service reserve established for the Bonds.

Section 3.4. Accounts.

(a) Sales Tax Fund. The Finance Officer has established and will maintain the Sales Tax Revenue Fund as a separate and special account in the financial records of the City until all Bonds issued and made payable therefrom, and interest due thereon, have been duly paid or discharged. All collections of the Sales Tax shall be credited, as received, to the Sales Tax Revenue Fund.

(b) Construction Account**.** There is hereby created and established a "Construction Account," a capital project fund of the City. There shall be credited to the Construction Account the proceeds from the sale of the Bond remaining after payment of the (i) Underwriter's discount, (ii) OID, and (iii) any other expenses of issuing the Bonds. All moneys credited to the Construction Account shall be applied solely to the payment of the costs associated with the Capital Project and Costs of Issuance.

(c) Principal and Interest Account. There is hereby created and established a "Principal and Interest Account," a debt service fund of the City. Immediately upon delivery of the Bonds, there shall be credited to the Principal and Interest Account the amount of accrued interest received from the Underwriter, if any. Commencing on the date specified in the Bond Purchase Agreement, there shall be withdrawn from the Sales Tax Fund at least monthly and credited to the Principal and Interest Account an amount which will equal at least one-sixth (1/6th) of the interest becoming due on the next succeeding payment date and one-twelfth (1/12th) of the principal becoming due on the next succeeding payment dates with respect to the Outstanding Bonds. In all events there shall be credited to the Principal and Interest Account amounts sufficient to pay the principal of and interest on the Outstanding Bonds as the same become due.

(d) Subordinate Lien Bonds**.** After making the above required payments, any remaining Sales Tax may be used for the payment of the principal of and interest on any additional sales tax revenue bonds having a lien which is subordinate to the lien of the Outstanding Bonds, and for a reserve fund as additional security for the payment of such subordinate lien bonds.

(f) Other Expenditures**.** The remaining Sales Tax may be used for any legally authorized purpose.

ARTICLE IV
FORM, TERMS, EXECUTION, AND TRANSFER OF BONDS

Section 4.1. Authorized Bonds.

The aggregate principal amount of Bonds that may be issued under the Bond Resolution shall not exceed Nine Million and No/100 Dollars ($9,000,000).

Section 4.2. Form of Bonds; Execution.

(a) The Bonds are issuable only as fully registered Bonds, without coupons, in any denomination. All Bonds issued under the Resolution shall be substantially in the form set forth in Exhibit A attached hereto, and by this reference incorporated herein as fully as though copied.

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

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

Section 4.3. Maturities, Interest Rates, and Certain Other Provisions of Bonds.

(a) The Bonds shall become due and payable and be subject to the terms and conditions as are set forth in the Bond Purchase Agreement.

(b) The Bonds shall be designated "Sales Tax Revenue Bonds, Series 2022," or such other designation as shall be determined by the City Commission pursuant to Section 8.1 hereof. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months unless otherwise provided by the Bond Purchase Agreement) being payable on Interest Payment Dates. Interest on each Bond shall be paid by wire transfer, check or draft of the Paying Agent, payable in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the Record Date. The principal of the Bond shall be payable in lawful money of the United States of America at the principal office of the Paying Agent on the Bond Payment Date. Each Bond shall state that it is issued pursuant to the Act.

(c) The Paying Agent and Registrar shall make all interest payments with respect to the Bonds on each interest payment date directly to the registered owners as shown on the bond registration records maintained by the Paying Agent and Registrar as of the close of business on the Record Date by wire transfer, check or draft mailed to such owners at their addresses shown on said bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the City in respect of such Bonds to the extent of the payments so made. Payment of principal and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Paying Agent and Registrar as the same shall become due and payable.

Section 4.4. Negotiability of Bonds.

All Bonds issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds.

Section 4.5. Registration, Transfer and Exchange of Bonds.

(a) The Bonds are transferable only by presentation to the Paying Agent and Registrar by the registered owner, or his legal representative duly authorized in writing, of the registered bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the bond(s) in such form and with such documentation, if any, the Paying Agent and Registrar shall issue a new bond or bonds to the assignee(s) in $5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Paying Agent and Registrar shall not be required to transfer or exchange any bond during the period commencing on a Record Date and ending on the corresponding interest payment date of such bond, nor to transfer or exchange any bond after the publication of notice calling such bond for redemption has been made, nor to transfer or exchange any bond during the period following the receipt of instructions from the City to call such bond for redemption; provided, the Paying Agent and Registrar, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bonds, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. Bonds, upon surrender to the Paying Agent and Registrar, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Bonds of the same maturity in any authorized denomination or denominations.

(b) Except as otherwise provided in this subsection or in the Bond Purchase Agreement, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. Unless otherwise provided herein, a Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership affected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are herein referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE PAYING AGENT AND REGISTRAR SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE PAYING AGENT AND REGISTRAR TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS BOND RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Paying Agent and Registrar directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. Neither the City nor the Paying Agent and Registrar shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the City determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the City may discontinue the Book-Entry System with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Paying Agent and Registrar to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

NEITHER THE CITY NOR THE PAYING AGENT AND REGISTRAR SHALL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS BOND RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE OF TRANSFER OF OWNERSHIP OF ALL THE BONDS IS MAINTAINED IN ACCORDANCE HEREWITH, THE PROVISIONS OF THIS RESOLUTION RELATING TO THE DELIVERY OF PHYSICAL BOND CERTIFICATES SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM. IF THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL BE IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION AS SAID PROVISIONS RELATE TO DTC, THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL CONTROL.

Section 4.6. Mutilated, Lost, Stolen, or Destroyed Bonds.

(a) In the event any bond is mutilated, lost, stolen, or destroyed, the City may execute, and upon the request of an Authorized Officer of the City the Paying Agent and Registrar shall authenticate and deliver, a new bond of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new bond is a replacement bond) as the mutilated, destroyed, lost, or stolen bond, in exchange for the mutilated bond or in substitution for the bond so destroyed, lost, or stolen. In every case of exchange or substitution, the bondholder shall furnish to the City and the Paying Agent and Registrar: (1) such security or indemnity as may be required by them to save each of them harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject bond and the ownership thereof. Upon the issuance of any bond upon such exchange or substitution, the City and the Paying Agent and Registrar may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the City and the Paying Agent and Registrar. In the event any Bond which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, the City may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated bond) if the Owner thereof shall pay all costs and expenses, including attorneys' fees, incurred by the City and the Paying Agent and Registrar in connection herewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the City and the Paying Agent and Registrar such security or indemnity as they may require to save them harmless and evidence to the satisfaction of the City and the Paying Agent and Registrar the mutilation, destruction, loss, or theft of such Bond and of the ownership thereof.

(b) Every bond issued pursuant to the provisions of this section shall constitute an additional contractual obligation of the City (whether or not the destroyed, lost, or stolen bond shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Bond Resolution equally and proportionately with any and all other Bonds duly issued under this Bond Resolution.

(c) All Bonds shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 4.7. Authentication.

The Paying Agent and Registrar is hereby authorized to authenticate and deliver the Bonds to the Underwriter or as it may designate upon receipt by the City of the proceeds of the sale thereof, to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Paying Agent and Registrar by the manual signature of an officer thereof on the certificate set forth herein on the bond form.

Section 4.8. Qualification for DTC.

The Paying Agent and Registrar is hereby authorized to take such actions as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by the DTC (or any of its designees identified to the Paying Agent and Registrar) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the Owners of the Bonds, provided, however, that the Paying Agent and Registrar shall not be liable with respect to any such arrangements it may make pursuant to this section.

Section 4.09. Rating Agency.

The City authorized to enter into an agreement with a Rating Agency as may be required under the Purchase Agreement. Any terms or conditions of the Rating Agency shall be attached to this resolution and incorporated herein as if stated in full.

Section 4.10. Bond Counsel.

The Mayor and Finance Officer are authorized to retain Meierhenry Sargent LLP as Bond Counsel upon such terms as they approve.

Section 4.11. Dissemination Agent.

The City authorizes the Authorized Officer of the City to retain a dissemination agent with regard to the written undertaking authorized in Section 11.7 hereof.

Section 4.12. Underwriter.

The Mayor and Finance Officer are authorized to retain Colliers Securities LLC as Underwriter upon such terms as they approve.

ARTICLE V
REDEMPTION OF BONDS PRIOR TO MATURITY

Section 5.1. Redemption.

(a) **Redemption.** The Bonds shall be redeemable as set forth in the Bond Purchase Agreement.

ARTICLE VI
PAYING AGENT AND REGISTRAR

Section 6.1. Appointment and Acceptance of Duties.

(a) The City hereby authorizes the City Finance Officer to appoint the Paying Agent and Registrar with respect to the Bonds and authorizes and directs the Paying Agent and Registrar to maintain bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance, upon transfer, or as otherwise directed by the City, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the City at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the City at least annually an audit confirmation of Bonds paid, Bonds Outstanding and payments made with respect to interest on the Bonds. The Mayor and the City Finance Officer, or either of them is hereby authorized to execute and the City Finance Officer is hereby authorized to attest such written agreement between the City and the Paying Agent and Registrar as they shall deem necessary or proper with respect to the obligations, duties and rights of the Paying Agent and Registrar. The payment of all reasonable fees and expenses of the Paying Agent and Registrar for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

Section 6.2. Permitted Acts and Functions.

The Paying Agent and Registrar may become the Owner of any Bonds, with the same rights as it would have if it were not a Paying Agent and Registrar. The Paying Agent and Registrar may act as a purchaser or fiscal agent in connection with the sale of the Bonds or of any other securities offered or issued by the City.

Section 6.3. Resignation or Removal of the Paying Agent and Registrar and Appointment of Successors.

(a) The Paying Agent and Registrar may at any time resign and be discharged of the duties and obligations created by the Bond Resolution by giving at least sixty (60) calendar days' written notice to the City Finance Officer. The Paying Agent and Registrar may be removed at any time by the City Finance Officer, provided that such removal does not constitute a breach of any contractual agreement with any such Paying Agent and Registrar, by filing written notice of such removal with such Paying Agent and Registrar. Any successor Paying Agent and Registrar shall be appointed by the City Finance Officer and shall be a trust company or a bank having the powers of a trust company, having a combined capital, surplus, and undivided profits aggregating at least Seventy-Five Million Dollars ($75,000,000), willing to accept the office of Paying Agent and Registrar on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Bond Resolution.

(b) In the event of the resignation or removal of the Paying Agent and Registrar, such Paying Agent and Registrar shall pay over, assign and deliver any monies and securities held by it as Paying Agent and Registrar, and all books and records and other properties held by it as Paying Agent and Registrar, to its successor, or if there be no successor then appointed, to the City Finance Officer until such successor be appointed.

Section 6.4. Merger or Consolidation of Paying Agent and Registrar.

Any corporation or association into which the Paying Agent and Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Paying Agent and Registrar hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding. Upon any such conversion, merger, consolidation, sale or transfer, the City Finance Officer shall have the right and option, upon notice to such converted, merged, consolidated or acquiring entity, to remove such entity and appoint a successor thereto pursuant to the procedures and requirements set forth in Section 6.3 hereof.

ARTICLE VII
ADDITIONAL BONDS

The City may issue additional bonds (the "Parity Bonds") payable from the Sales Tax and having a lien upon such revenues on a parity with the Bonds and the Outstanding Parity Bonds providing that:

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

2. the City is in compliance with all covenants of outstanding sales tax revenue bonds and

3. the Sales Tax collected by the City in the last preceding fiscal year are sufficient to cover 1.25 times the combined average annual principal and interest requirements on the Outstanding Bonds and the proposed Parity Bonds.

ARTICLE VIII
SALE OF BONDS, OFFICIAL STATEMENT, TAX MATTERS AND DEPOSIT OF PROCEEDS

Section 8.1. Sale of Bonds.

The Bonds shall be sold to the Underwriter at a price to be set forth in the Bond Purchase Agreement. The Mayor and the Finance Officer, or either of them, in consultation with the Underwriter, is authorized to make such changes in the structuring of the terms and sale of the Bonds as they shall deem necessary. In this regard, they, or either of them, in consultation with the Underwriter , are authorized to cause to be sold an aggregate principal amount of the Bonds less than that authorized herein, to sell any or all of the Bonds as term Bonds with annual mandatory redemption requirements which will produce substantially the same annual principal reductions as authorized herein, to change the dated date of the Bonds, and to adjust principal and interest payment dates and redemption dates of the Bonds. The form of the bond set forth in Exhibit A attached hereto shall be conformed to reflect any changes, if any, as hereinbefore mentioned. The Mayor and the City Finance Officer, or either of them, are hereby authorized to execute and the City Finance Officer is authorized to attest the Bond Purchase Agreement with the Underwriter providing for the purchase and sale of the Bonds. The Bond Purchase Agreement shall be in form and content acceptable to the Mayor and City Finance Officer, the execution thereof by either of them to constitute conclusive evidence thereof; provided the Bond Purchase Agreement effects the sale of the Bonds in accordance with the provisions of this Resolution and is not inconsistent with the terms hereof. The Mayor and the City Finance Officer are authorized to cause the Bonds to be authenticated and delivered by the Paying Agent and Registrar to the Underwriter and to execute, publish, and deliver all Bonds, documents including the Official Statement and closing documents as they shall deem necessary in connection with the sale and delivery of the Bonds.

Section 8.2. Official Statement.

If the Bonds are sold to the Underwriter, the Mayor, Finance Officer, and the Underwriter are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds (the "Preliminary Official Statement"). After the Bonds have been sold, the Mayor and Finance Officer shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission.

To comply with paragraph (b) (3) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”) and with Rule G-32 City agrees to deliver to the Underwriter, the Official Statement (which shall be a final official statement, as such term is defined in the Rule, as of its date) in an electronic format as prescribed by the MSRB.

Section 8.3. Disposition of Bond Proceeds.

The proceeds of the sale of the Bonds shall be deposited in the Construction Account. The proceeds shall be used for the Capital Project and Costs of Issuance and shall be evidenced on the books of the City.

Section 8.4. Tax Matters.

(a) The City covenants and agrees with the registered owners from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the “Regulations”), and covenants to take any and all actions within its powers to ensure that the basic interest on the Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

(b) The Mayor and the City Finance Officer, being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution are hereby authorized and directed to execute and deliver to the Underwriter thereof a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will be used in a manner that would not cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations.

(c) The City shall file with the Secretary of the Treasury a statement concerning the Bonds containing the information required by Section 149(e) of the Code.

(d) Pursuant to Section 265(b)(3)(B)(ii) of the Code, the City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265 (b) (3) of the Code and including “qualified 501 (c)(3) Bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all “subordinate entities” of the City in 2022 in an amount greater than $10,000,000.

ARTICLE IX
MISCELLANEOUS

Section 9.1. Failure to Present Bonds.

(a) Subject to the provisions of Section 4.7 hereof, in the event any Bond shall not be presented for payment when the principal or redemption price hereof becomes due, either at maturity or at the date fixed for prior redemption thereof or otherwise, and in the event monies sufficient to pay such Bond shall be held by the Paying Agent and Registrar for the benefit of the Owner thereof, all liability of the City to such Owner for the payment of such Bond shall forthwith cease, determine, and be completely discharged. Whereupon, the Paying Agent and Registrar shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under the Resolution or on, or with respect to, said Bonds.

(b) If any Bond shall not be presented for payment within a period of five years following the date when such Bond becomes due, whether by maturity or otherwise, the Paying Agent and Registrar shall, subject to the provisions of any applicable escheat or other similar law, pay to the City any monies then held by the Paying Agent and Registrar for the payment of such Bond and such Bond shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the City.

Section 9.2. Payments Due on Saturdays, Sundays, and Holidays.

In any case where the date of maturity or interest on or principal of any Bonds, or the date fixed for redemption of any Bonds, shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Paying Agent and Registrar are authorized by law to close, then the payment of the interest on, or the principal, or the redemption price of, such Bond need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions similar to the Paying Agent and Registrar are authorized by law to close, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 9.3. Miscellaneous Acts.

The appropriate officers of the City are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of the Bond Resolution, or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery by the City of the Bonds.

Section 9.4. Amendment.

The City Commission is hereby authorized to make such amendments to the Bond Resolution as will not impair the rights of the Bondholders.

Section 9.5. No Recourse Under Bond Resolution or on Bonds.

All stipulations, promises, agreements, and obligations of the City contained in the Resolution or any supplemental resolutions shall be deemed to be the stipulations, promises, agreements, and obligations of the City and not of any officer, director, or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on the Resolution against any officer, director, or employee of the City or against any official or individual executing the Bonds.

Section 9.6. Partial Invalidity.

If any one or more of the provisions of the Bond Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but the Bond Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 9.7. Continuing Disclosure.

The City hereby covenants and agrees that it will provide financial information and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the City to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the City to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 9.8. Post Issuance Compliance.

The City does hereby adopt Meierhenry Sargent Post-Issuance Compliance Policy and Tax-Advantaged Obligations and Continuing Disclosure with regard to the Bonds attached hereto. The City appoints the Finance Officer as its chief post issuance compliance officer.

Section 9.9. Conflicting Resolutions Repealed.

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Said motion was seconded by Member ________________ and upon vote being taken the following voted AYE:____

____
and the following voted NAY: ____

ATTEST: ________________________________
Mayor

____
Finance Officer

EXHIBIT A-(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH DAKOTA
CITY OF MADISON
LAKE COUNTY, SOUTH DAKOTA
SALES TAX REVENUE BONDS, SERIES 2022

REGISTERED **REGISTERED**

No. **$.00**

Interest Rate	**Maturity Date**	**Bond Date**
%		

Registered Owner: **Cede & Co.**
55 Water Street, 1st Floor.
New York, New York 10041
Tax ID #13-2555119

Principal Amount: **AND NO\100 DOLLARS**

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE CERTIFICATE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by the manual or facsimile signature of its Mayor of the City and to be countersigned by the manual or facsimile signature of its City Finance Officer all as of the Bond Date specified above.

ATTEST:

City Finance Officer

COUNTERSIGNED:

Resident Attorney

City of Madison, South Dakota
By:

Mayor

CERTIFICATE OF AUTHENTICATION

This bond is a bond of the series designated therein and has been issued under the provisions of the within-mentioned Resolution and the date of its authentication is __________, 2022.

U.S. Bank National Association
St. Paul, Minnesota
Bond Registrar and Paying Agent

By: ________________________________
Authorized Officer

KNOW ALL MEN BY THESE PRESENTS: That the City of Madison, Lake County, South Dakota, (the "City") hereby acknowledges itself to owe and for value received promises to pay the Principal Amount, to the Registered Owner mentioned above in lawful money of the United States of America, together with interest thereon from the Bond Date mentioned above at the Interest Rate mentioned above. The interest hereon is payable __________________ and semiannually thereafter on ________________ and ______________________ in each year to maturity or earlier redemption by wire transfer, check or draft mailed to the Registered Owner at its address as it appears on the Bond registration books of the City maintained by U.S. Bank National Association, St. Paul, Minnesota, as Bond registrar and paying agent (the "Registrar"), on the close of business on the __________ day (whether or not a business day) of the calendar month next preceding such interest payment date (the "Record Date"). The principal hereof due at maturity or upon redemption prior to maturity is payable at the office of Registrar upon presentation and surrender of this Bond at maturity or upon earlier redemption. The principal of, premium (if any) and interest on this Bond is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Bond is one of an authorized issue of Bonds limited in aggregate principal amount to a maximum of $__________ (the "Bonds") the proceeds of this issue (Series 2022) will be used for the purpose of providing funds to fund the costs capital projects inside the City of Madison, pursuant to a resolution duly and regularly adopted by the City (the "Resolution"), and are subject to all the provisions and limitations of the Resolution and Chapters 10-52 and 6-8B, South Dakota Codified Laws, as amended. The City has pledged and agreed to collect, so long as the Bonds are outstanding, the City's 2% retail occupational sales and service tax and the 2% excise tax on use, storage and consumption of items purchases which are subject to SDCL Chapter 10-45 and SDCL Chapter 10-46, imposed under Chapter 19 of the Revised Ordinance of Madison, South Dakota, as amended (the "Sales Tax") in an amount sufficient to pay principal, premium and interest when due on the Bonds.

[Redemption Provisions]

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Bond Registrar in St. Paul, Minnesota, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

The City and the Bond Registrar may deem and treat the registered holder hereof as the absolute owner hereof and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

Additional Debt: The City may issue additional bonds (the "Parity Bonds") payable from the Sales Tax and having a lien upon such revenues on a parity with the Bonds and the Outstanding Parity Bonds providing that: (1) the City is current in the payment of principal and interest on the Outstanding Bonds and is current in the collections required for the Principal and Interest Account and the Reserve Account; (2) the City is in compliance with all covenants of Outstanding sales tax revenue bonds; and, (3) the Sales Tax collected by the City in the last preceding fiscal year are sufficient to cover 1.25 times the combined average annual principal and interest requirements on the Outstanding Bonds and the proposed Parity Bonds.

Bank Qualification: The City has in the Resolution designated such issue of Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(III) of the Internal Revenue Code of 1986, as amended.

BOND OPINION

$_________
City of Madison
Lake County, South Dakota
Sales Tax Revenue Bonds, Series 2022

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the City of Madison (the "Issuer") of $__________ Sales Tax Revenue Bonds, Series 2022, dated _________ ____, 2022, (the "Bonds"). We have examined such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify such facts by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Issuer is duly created and validly existing as a body corporate and politic and public instrumentality of the State of South Dakota with the corporate power to adopt and perform the Resolution and issue the Bonds.

2. Resolution _________ has been duly adopted by the Issuer on ____________ ___, 2021 and constitutes a valid and binding special obligation of the Issuer enforceable upon the Issuer.

3. The Resolution pledges the City's two percent tax on the gross receipts of all persons engaged in business within the jurisdiction of the City who are subject to the South Dakota Retail Occupational Sales and Service Tax, SDCL ch. 10-45 and the two percent upon all transactions or use, storage and consumption which are subject to the South Dakota Use Tax Act, SDCL ch. 10-46 imposed by Chapter 19 of the Revised Ordinance of Madison, South Dakota, as amended. (the "Sales Tax) in an amount sufficient to pay principal, premium and interest when due on the Bonds.

4. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from City's Sales Tax.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986 as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

6. The Bonds are exempt from all taxation as property by the State of South Dakota except for estate inheritance taxes, and taxes imposed upon financial institutions.

7. The Bonds are qualified tax-exempt obligations within the meaning of Section 265(b)(3)(B)(i)(III) of the Code. The Bonds are eligible for purchase by financial institutions.

It is to be understood that the rights of the holders of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity and subject to regulatory requirements under the laws of the United States and of the State of South Dakota.

Meierhenry Sargent LLP

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS CERTIFICATE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS CERTIFICATE MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY CERTIFICATE ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

ATTACHMENT TO RESOLUTION

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

Definitions

“Compliance Officer” means the Finance Officer of the Issuer.

“Issuer” means the City of Madison, South Dakota.

Statement of Purpose

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

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

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

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

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

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

General Policies and Procedures

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

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

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

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

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

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

Issuance of Obligations - Documents and Records

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

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

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

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

Arbitrage

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

The Compliance Officer will:

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

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

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

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

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

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

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

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

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

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

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

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

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

Private Activity Concerns

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

The Compliance Officer will:

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Naming rights arrangements.

Monitoring of private use should include the following:

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

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

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

Qualified Tax-Exempt Obligations

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

Federal Subsidy Payments

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

Reissuance

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

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

Record Retention

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

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

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

C. Coordinate with staff to generally maintain the following:

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

2. Documentation evidencing expenditure of proceeds of the issue;

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

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

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

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

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

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

Continuing Disclosure

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

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

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

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

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

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

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

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

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

PASSED and ADOPTED by the City of Madison, South Dakota, this ___ day of ________, 2022.

____

Mayor

ATTEST:

____

Finance Officer

RESOLUTION NO. 2021-29

A RESOLUTION TO ESTABLISH EMPLOYEE COMPENSATION FOR 2022

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

That the position grade assignments, salaries, wages, grade and step scale and benefits as indicated in the attachments hereto shall be administered for twenty-six (26) bi-weekly pay periods effective with the first pay period of 2022.

The grade and step scale was adjusted by 3.00%. In addition, following the approval of their department head, an additional 1.50% effective with the first pay period of 2022. Furthermore, wages listed in Section E and F will be adjusted by the same 3.00% and, following the approval of their department head, an additional 1.50% effective with the first pay period of 2022.

Dated this _____ day of November, 2021.

CITY OF MADISON

/s/Marshall Dennert
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

SECTION A

GRADE ASSIGNMENT FOR FULL-TIME EXEMPT DEPARMENT HEAD POSITIONS

Administration	**Grade**
City Administrator	26

Finance	**Grade**
Finance Officer	22

Human Resources	**Grade**
Human Resources Director	21

Engineer & Community Development	**Grade**
Engineering and Community Development Director	22

Police	**Grade**
Police Chief	23

Fire	**Grade**
Fire Chief	21

Streets, Parks, Solid Waste & Recycling	**Grade**
Streets, Parks, Solid Waste & Recycling Director	22

Library	**Grade**
Library Director	20

Utilities	**Grade**
Utilities Director	25

Community Center	**Grade**
Community Center Director	21

BENEFITS FOR SECTION A

1) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
2) Sick – 104 hours per year. 30% payable upon resignation or retirement as a lump sum payment or earlier with 15 years of service, 1500 hours and 55 years old if hired before January 1, 2005. If hired after January 1, 2005, 30% payable upon resignation or retirement as a lump sum payment or earlier with 15 years of service, 1500 hours and 55 years old, up to a total of 576 hours. Any amount paid before resignation or retirement shall be deducted from the lump sum balance due at the time of resignation or retirement.
3) Holidays – 2021 Christmas Eve (4 hours), 2021 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day. Holidays hours based on shift scheduled.
4) Retirement – 8% for Fire Chief and Police Chief. 6% all others.
5) Health Insurance – single $582.34 per month; employee + one $1,014.06 per month; employee + children $1,146.22 per month; family $1,191.86 per month (city benefit towards premium).
6) Dental Insurance – single $36.70 per month; employee + one $68.02 per month; employee + children $68.31 per month; family $88.94 per month (city benefit towards premium).
7) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
8) Life Insurance – $30,000 term policy.
9) Flexible Benefits Plan – healthcare and dependent care options.
10) Wellness – $10.00 bi-weekly if employee is member of Community Center or local fitness center. Community Center employees receive single Community Center membership.
11) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
12) Boot Allowance – $150.00 annually with PR#1 to safety sensitive, Engineer, Police and Fire.

SECTION B

GRADE ASSIGNMENT/SALARY FOR FULL-TIME EXEMPT POSITIONS

Parks	**Grade**
Superintendent – Parks	19

Electric	**Grade**
Superintendent – Electric	23

Utilities	**Grade**
Superintendent - Plants	21
Superintendent - Distribution & Collection	21
GIS & Project Engineer	20
Utility Services Coordinator	18

Community Center	**Grade/Salary**
Assistant Director	17
Recreation/Intramurals/Special Event Coordinator	12
Fitness & Special Events Coordinator	12
Fitness Coordinator	12 + commission

BENEFITS FOR SECTION B

1) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
2) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
3) Holidays – 2021 Christmas Eve (4 hours), 2021 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day. Holidays hours based on shift scheduled.
4) Retirement – 6%.
5) Health Insurance – single $582.34 per month; employee + one $1,014.06 per month; employee + children $1,146.22 per month; family $1,191.86 per month (city benefit towards premium).
6) Dental Insurance – single $36.70 per month; employee + one $68.02 per month; employee + children $68.31 per month; family $88.94 per month (city benefit towards premium).
7) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
8) Life Insurance – $30,000 term policy.
9) Flexible Benefits Plan – healthcare and dependent care options.
10) Wellness – $10.00 bi-weekly if employee is member of Community Center or local fitness center. Community Center employees receive single Community Center membership.
11) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
12) Boot Allowance – $150.00 annually with PR#1 to safety sensitive, Utilities.

SECTION C

GRADE ASSIGNMENT FOR FULL-TIME NON-EXEMPT POSITIONS

Finance	**Grade**
Finance Assistant	12
Utility Clerk	12

Human Resources	**Grade**
Human Resources Assistant	15

Engineer & Community Development	**Grade**
Building Official/Code Enforcement Officer	19
Engineering Technician	16
Administrative Assistant	12

Police	**Grade**
Police Sergeant - Patrol	19
Police Sergeant - CID	19
Senior Police Officer	17
Police Officer	16
Administrative Assistant	12

Library	**Grade**
Systems Librarian	13
Children's Librarian	13
Library Assistant II	10
Library Assistant I	9

Community Center	**Grade**
Youth Coordinator	10
Aquatics Coordinator	9

BENEFITS FOR SECTION C

1) Compensation time.
2) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
3) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
13) Holidays – 2021 Christmas Eve (4 hours), 2021 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day. Holidays hours based on shift scheduled.
4) Retirement – 8% for Police Sergeants and Officers. 6% all others.
5) Health Insurance – single $582.34 per month; employee + one $1,014.06 per month; employee + children $1,146.22 per month; family $1,191.86 per month (city benefit towards premium).
6) Dental Insurance – single $36.70 per month; employee + one $68.02 per month; employee + children $68.31 per month; family $88.94 per month (city benefit towards premium).
7) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
8) Life Insurance – $30,000 term policy.
9) Flexible Benefits Plan – healthcare and dependent care options.
10) Wellness – $10.00 bi-weekly if employee is member of Community Center or local fitness center. Community Center employees receive single Community Center membership.
11) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
12) Boot Allowance – $150.00 annually with PR#1 to safety sensitive, Engineer and Police.
13) Shift Differential – Weekday Night and Weekend Night 5pm –7 am $2.00 (Police Dept Only)
14) Shift Differential – Weekend Day 7am – 5pm $1.50 (Police Dept Only)

SECTION D

GRADE ASSIGNMENT FOR FULL-TIME NON-EXEMPT TEAMSTERS LOCAL UNION NO.120 POSITIONS

Streets, Parks, Solid Waste & Recycling	Grade
Administrative Coordinator	16
Building Maintenance Operator	16
Mechanic	14
Lead Heavy Equipment Operator	15
Heavy Equipment Operator with Spraying Certification	14
Heavy Equipment Operator	13
Park Technician with Spraying Certification	14
Park Technician	13
General Laborer - Recycling	10

Utilities	Grade
Distribution & Collection Operator II	15
Water & Wastewater Operator II	15
Distribution & Collection Operator I	14
Water & Wastewater Operator I	14
Distribution & Collection Operator	13
Water & Wastewater Operator	13

BENEFITS FOR SECTION D

1) Compensation time.
2) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
3) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
4) Holidays – 2021 Christmas Eve (4 hours), 2021 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day. Holidays hours based on shift scheduled.
5) Retirement – 6%.
6) Health Insurance – single $582.34 per month; employee + one $1,014.06 per month; employee + children $1,146.22 per month; family $1,191.86 per month (city benefit towards premium).
7) Dental Insurance – single $36.70 per month; employee + one $68.02 per month; employee + children $68.31 per month; family $88.94 per month (city benefit towards premium).
8) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
9) Life Insurance – $30,000 term policy.
10) Flexible Benefits Plan – healthcare and dependent care options.
11) Wellness – $10.00 bi-weekly if employee is member of Community Center or local fitness center.
12) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
13) Boot Allowance – $150.00 annually with PR#1 to safety sensitive, Streets, Parks, Solid Waste, Recycling and Utilities
14) Others as negotiated by union contract.

SECTION E

WAGES FOR FULL-TIME NON-EXEMPT IBEW UNION POSITIONS

Utilities	Wage
Lead Lineworker	$41.74
Journey Lineworker with Electrician's License	$39.73
Journey Lineworker without Electrician's License	$39.14
Meter Reader	$30.53
Lineworker Apprentice	
8th 6 Months (90%)	$35.23
7th 6 Months (85%)	$33.27
6th 6 Months (80%)	$31.31
5th 6 Months (75%)	$29.36
4th 6 Months (70%)	$27.40
3rd 6 Months (65%)	$25.44
2nd 6 Months (60%)	$23.48
1st 6 Months (55%)	$21.53

BENEFITS FOR SECTION E

1) Compensation time.
2) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
3) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
4) Holidays – 2021 Christmas Eve (4 hours), 2021 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day. Holidays hours based on shift scheduled.
5) Retirement – 6%.
6) Health Insurance – single $582.34 per month; employee + one $1,014.06 per month; employee + children $1,146.22 per month; family $1,191.86 per month (city benefit towards premium).
7) Dental Insurance – single $36.70 per month; employee + one $68.02 per month; employee + children $68.31 per month; family $88.94 per month (city benefit towards premium).
8) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
9) Life Insurance – $30,000 term policy.
10) Flexible Benefits Plan – healthcare and dependent care options.
11) Wellness – $10.00 bi-weekly if employee is member of Community Center or local fitness center.
12) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
13) Boot Allowance – $150.00 annually with PR#1 to safety sensitive, utilities.
14) Others as negotiated by union contract.

SECTION F

WAGES FOR PART-TIME WITH BENEFITS NON-EXEMPT POSITIONS

Finance	**Wage**
Utility Clerk	$15.23

Library	**Wage**
Library Assistant I	$17.22

BENEFITS FOR SECTION F

1) Vacation – pro-rated on hours worked.
2) Retirement – 6%.
3) Health Insurance – single $582.34 per month; employee + one $1,014.06 per month; employee + children $1,146.22 per month; family $1,191.86 per month (city benefit towards premium).
4) Dental Insurance – single $36.70 per month; employee + one $68.02 per month; employee + children $68.31 per month; family $88.94 per month (city benefit towards premium).
5) Life Insurance – $30,000 term policy. Applicable only if Affordable Care Act criteria met.
6) Flexible Benefits Plan – healthcare and dependent care options.
7) Wellness – $10.00 bi-weekly if employee is member of Community Center or local fitness center.

		A	B	C	D	E	F	G	H	I	J	K	L	M
8	***HOURLY**	15.9000	16.1400	16.3900	16.6300	16.8700	17.1300	17.4000	17.6400	17.9100	18.1800	18.4500	18.7300	19.0100
	2080 Hrs	33,072.00	33,571.20	34,091.20	34,590.40	35,089.60	35,630.40	36,192.00	36,691.20	37,252.80	37,814.40	38,376.00	38,958.40	39,540.80
9	***HOURLY**	16.7100	16.9500	17.2100	17.4700	17.7300	17.9900	18.2600	18.5400	18.8300	19.1000	19.3800	19.6800	19.9700
	2080 Hrs	34,756.80	35,256.00	35,796.80	36,337.60	36,878.40	37,419.20	37,980.80	38,563.20	39,166.40	39,728.00	40,310.40	40,934.40	41,537.60
10	***HOURLY**	17.5500	17.8200	18.0900	18.3500	18.6300	18.9100	19.2000	19.4900	19.7700	20.0600	20.3700	20.6700	20.9900
	2080 Hrs	36,504.00	37,065.60	37,627.20	38,168.00	38,750.40	39,332.80	39,936.00	40,539.20	41,121.60	41,724.80	42,369.60	42,993.60	43,659.20
11	***HOURLY**	18.4400	18.7200	18.9900	19.2800	19.5700	19.8700	20.1700	20.4700	20.7800	21.0800	21.4000	21.7200	22.0500
	2080 Hrs	38,355.20	38,937.60	39,499.20	40,102.40	40,705.60	41,329.60	41,953.60	42,577.60	43,222.40	43,846.40	44,512.00	45,177.60	45,864.00
12	***HOURLY**	19.3700	19.6600	19.9600	20.2600	20.5700	20.8800	21.1800	21.5000	21.8300	22.1600	22.4800	22.8200	23.1600
	2080 Hrs	40,289.60	40,892.80	41,516.80	42,140.80	42,785.60	43,430.40	44,054.40	44,720.00	45,406.40	46,092.80	46,758.40	47,465.60	48,172.80
13	***HOURLY**	20.3500	20.6600	20.9700	21.2900	21.6100	21.9200	22.2500	22.5900	22.9300	23.2700	23.6200	23.9800	24.3300
	2080 Hrs	42,328.00	42,972.80	43,617.60	44,283.20	44,948.80	45,593.60	46,280.00	46,987.20	47,694.40	48,401.60	49,129.60	49,878.40	50,606.40
14	***HOURLY**	21.3800	21.7100	22.0300	22.3600	22.7000	23.0400	23.3900	23.7400	24.0900	24.4500	24.8200	25.1900	25.5700
	2080 Hrs	44,470.40	45,156.80	45,822.40	46,508.80	47,216.00	47,923.20	48,651.20	49,379.20	50,107.20	50,856.00	51,625.60	52,395.20	53,185.60
15	***HOURLY**	22.4600	22.8000	23.1400	23.4900	23.8400	24.2100	24.5700	24.9400	25.3100	25.6900	26.0700	26.4600	26.8700
	2080 Hrs	46,716.80	47,424.00	48,131.20	48,859.20	49,587.20	50,356.80	51,105.60	51,875.20	52,644.80	53,435.20	54,225.60	55,036.80	55,889.60
16	***HOURLY**	23.6100	23.9600	24.3200	24.6800	25.0500	25.4200	25.8100	26.2000	26.5900	27.0000	27.4000	27.8000	28.2300
	2080 Hrs	49,108.80	49,836.80	50,585.60	51,334.40	52,104.00	52,873.60	53,684.80	54,496.00	55,307.20	56,160.00	56,992.00	57,824.00	58,718.40
17	***HOURLY**	24.8000	25.1700	25.5500	25.9400	26.3300	26.7200	27.1200	27.5200	27.9400	28.3600	28.7800	29.2100	29.6500
	2080 Hrs	51,584.00	52,353.60	53,144.00	53,955.20	54,766.40	55,577.60	56,409.60	57,241.60	58,115.20	58,988.80	59,862.40	60,756.80	61,672.00
18	***HOURLY**	26.0500	26.4400	26.8500	27.2500	27.6600	28.0700	28.4900	28.9100	29.3400	29.8000	30.2400	30.6800	31.1600
	2080 Hrs	54,184.00	54,995.20	55,848.00	56,680.00	57,532.80	58,385.60	59,259.20	60,132.80	61,027.20	61,984.00	62,899.20	63,814.40	64,812.80
19	***HOURLY**	27.3800	27.7900	28.2000	28.6200	29.0600	29.4900	29.9300	30.3900	30.8400	31.3000	31.7800	32.2500	32.7200
	2080 Hrs	56,950.40	57,803.20	58,656.00	59,529.60	60,444.80	61,339.20	62,254.40	63,211.20	64,147.20	65,104.00	66,102.40	67,080.00	68,057.60
20	***HOURLY**	28.7600	29.1900	29.6300	30.0800	30.5300	30.9800	31.4500	31.9200	32.3900	32.8800	33.3800	33.8900	34.3900
	2080 Hrs	59,820.80	60,715.20	61,630.40	62,566.40	63,502.40	64,438.40	65,416.00	66,393.60	67,371.20	68,390.40	69,430.40	70,491.20	71,531.20
21	***HOURLY**	31.7500	32.2300	32.7000	33.2000	33.6900	34.2000	34.7100	35.2400	35.7600	36.3000	36.8400	37.4000	37.9600
	2080 Hrs	66,040.00	67,038.40	68,016.00	69,056.00	70,075.20	71,136.00	72,196.80	73,299.20	74,380.80	75,504.00	76,627.20	77,792.00	78,956.80
22	***HOURLY**	35.0400	35.5700	36.1000	36.6500	37.1900	37.7500	38.3200	38.8900	39.4800	40.0700	40.6600	41.2700	41.8900
	2080 Hrs	72,883.20	73,985.60	75,088.00	76,232.00	77,355.20	78,520.00	79,705.60	80,891.20	82,118.40	83,345.60	84,572.80	85,841.60	87,131.20
23	***HOURLY**	38.6900	39.2600	39.8400	40.4500	41.0600	41.6700	42.3000	42.9400	43.5800	44.2300	44.8800	45.5600	46.2400
	2080 Hrs	80,475.20	81,660.80	82,867.20	84,136.00	85,404.80	86,673.60	87,984.00	89,315.20	90,646.40	91,998.40	93,350.40	94,764.80	96,179.20
24	***HOURLY**	42.6900	43.3300	43.9800	44.6400	45.3200	46.0000	46.6900	47.3900	48.1000	48.8200	49.5500	50.2900	51.0500
	2080 Hrs	88,795.20	90,126.40	91,478.40	92,851.20	94,265.60	95,680.00	97,115.20	98,571.20	100,048.00	101,545.60	103,064.00	104,603.20	106,184.00
25	***HOURLY**	47.1300	47.8400	48.5600	49.2900	50.0300	50.7800	51.5300	52.3000	53.0900	53.8800	54.6800	55.5200	56.3500
	2080 Hrs	98,030.40	99,507.20	101,004.80	102,523.20	104,062.40	105,622.40	107,182.40	108,784.00	110,427.20	112,070.40	113,734.40	115,481.60	117,208.00
26	***HOURLY**	52.0200	52.8000	53.6100	54.4000	55.2100	56.0500	56.8800	57.7400	58.6100	59.4800	60.3700	61.2900	62.2000
	2080 Hrs	108,201.60	109,824.00	111,508.80	113,152.00	114,836.80	116,584.00	118,310.40	120,099.20	121,908.80	123,718.40	125,569.60	127,483.20	129,376.00

		N	O	P	Q	R	S	T	U	V	W	X	Y
8	***HOURLY**	19.3000	19.5900	19.8800	20.1900	20.4800	20.7900	21.0900	21.4100	21.7400	22.0600	22.3900	22.7300
	2080 Hrs	40,144.00	40,747.20	41,350.40	41,995.20	42,598.40	43,243.20	43,867.20	44,532.80	45,219.20	45,884.80	46,571.20	47,278.40
9	***HOURLY**	20.2800	20.5800	20.8900	21.2000	21.5200	21.8400	22.1700	22.5000	22.8400	23.1900	23.5300	23.8900
	2080 Hrs	42,182.40	42,806.40	43,451.20	44,096.00	44,761.60	45,427.20	46,113.60	46,800.00	47,507.20	48,235.20	48,942.40	49,691.20
10	***HOURLY**	21.3000	21.6200	21.9400	22.2700	22.6000	22.9400	23.2900	23.6400	23.9900	24.3500	24.7200	25.0900
	2080 Hrs	44,304.00	44,969.60	45,635.20	46,321.60	47,008.00	47,715.20	48,443.20	49,171.20	49,899.20	50,648.00	51,417.60	52,187.20
11	***HOURLY**	22.3800	22.7200	23.0600	23.4000	23.7500	24.1100	24.4700	24.8400	25.2100	25.5900	25.9800	26.3600
	2080 Hrs	46,550.40	47,257.60	47,964.80	48,672.00	49,400.00	50,148.80	50,897.60	51,667.20	52,436.80	53,227.20	54,038.40	54,828.80
12	***HOURLY**	23.5100	23.8700	24.2300	24.5900	24.9600	25.3300	25.7100	26.0900	26.4800	26.8800	27.2800	27.7000
	2080 Hrs	48,900.80	49,649.60	50,398.40	51,147.20	51,916.80	52,686.40	53,476.80	54,267.20	55,078.40	55,910.40	56,742.40	57,616.00
13	***HOURLY**	24.7000	25.0700	25.4500	25.8300	26.2200	26.6200	27.0100	27.4200	27.8200	28.2500	28.6800	29.1000
	2080 Hrs	51,376.00	52,145.60	52,936.00	53,726.40	54,537.60	55,369.60	56,180.80	57,033.60	57,865.60	58,760.00	59,654.40	60,528.00
14	***HOURLY**	25.9600	26.3400	26.7400	27.1300	27.5500	27.9600	28.3800	28.8000	29.2300	29.6700	30.1200	30.5700
	2080 Hrs	53,996.80	54,787.20	55,619.20	56,430.40	57,304.00	58,156.80	59,030.40	59,904.00	60,798.40	61,713.60	62,649.60	63,585.60
15	***HOURLY**	27.2700	27.6800	28.0900	28.5100	28.9400	29.3800	29.8200	30.2600	30.7100	31.1800	31.6400	32.1200
	2080 Hrs	56,721.60	57,574.40	58,427.20	59,300.80	60,195.20	61,110.40	62,025.60	62,940.80	63,876.80	64,854.40	65,811.20	66,809.60
16	***HOURLY**	28.6500	29.0800	29.5100	29.9500	30.4100	30.8600	31.3200	31.8000	32.2700	32.7500	33.2500	33.7400
	2080 Hrs	59,592.00	60,486.40	61,380.80	62,296.00	63,252.80	64,188.80	65,145.60	66,144.00	67,121.60	68,120.00	69,160.00	70,179.20
17	***HOURLY**	30.1000	30.5500	31.0000	31.4700	31.9400	32.4200	32.9100	33.4000	33.9100	34.4100	34.9300	35.4500
	2080 Hrs	62,608.00	63,544.00	64,480.00	65,457.60	66,435.20	67,433.60	68,452.80	69,472.00	70,532.80	71,572.80	72,654.40	73,736.00
18	***HOURLY**	31.6200	32.0900	32.5800	33.0600	33.5600	34.0600	34.5800	35.0900	35.6200	36.1500	36.7000	37.2400
	2080 Hrs	65,769.60	66,747.20	67,766.40	68,764.80	69,804.80	70,844.80	71,926.40	72,987.20	74,089.60	75,192.00	76,336.00	77,459.20
19	***HOURLY**	33.2300	33.7200	34.2200	34.7400	35.2700	35.7900	36.3200	36.8700	37.4300	38.0000	38.5400	39.1300
	2080 Hrs	69,118.40	70,137.60	71,177.60	72,259.20	73,361.60	74,443.20	75,545.60	76,689.60	77,854.40	79,040.00	80,163.20	81,390.40
20	***HOURLY**	34.9000	35.4300	35.9700	36.4900	37.0400	37.6000	38.1700	38.7500	39.3200	39.9000	40.5000	41.1200
	2080 Hrs	72,592.00	73,694.40	74,817.60	75,899.20	77,043.20	78,208.00	79,393.60	80,600.00	81,785.60	82,992.00	84,240.00	85,529.60
21	***HOURLY**	38.5200	39.1000	39.6900	40.2900	40.8900	41.5100	42.1300	42.7500	43.3900	44.0400	44.7100	45.3800
	2080 Hrs	80,121.60	81,328.00	82,555.20	83,803.20	85,051.20	86,340.80	87,630.40	88,920.00	90,251.20	91,603.20	92,996.80	94,390.40
22	***HOURLY**	42.5300	43.1700	43.8200	44.4800	45.1400	45.8100	46.5000	47.2000	47.9200	48.6300	49.3600	50.1000
	2080 Hrs	88,462.40	89,793.60	91,145.60	92,518.40	93,891.20	95,284.80	96,720.00	98,176.00	99,673.60	101,150.40	102,668.80	104,208.00
23	***HOURLY**	46.9400	47.6400	48.3500	49.0800	49.8100	50.5700	51.3400	52.1100	52.8800	53.6700	54.4800	55.2900
	2080 Hrs	97,635.20	99,091.20	100,568.00	102,086.40	103,604.80	105,185.60	106,787.20	108,388.80	109,990.40	111,633.60	113,318.40	115,003.20
24	***HOURLY**	51.8100	52.5800	53.3700	54.1900	55.0000	55.8200	56.6500	57.5000	58.3800	59.2500	60.1300	61.0400
	2080 Hrs	107,764.80	109,366.40	111,009.60	112,715.20	114,400.00	116,105.60	117,832.00	119,600.00	121,430.40	123,240.00	125,070.40	126,963.20
25	***HOURLY**	57.2000	58.0500	58.9300	59.8100	60.7100	61.6000	62.5300	63.4800	64.4300	65.3900	66.3700	67.3700
	2080 Hrs	118,976.00	120,744.00	122,574.40	124,404.80	126,276.80	128,128.00	130,062.40	132,038.40	134,014.40	136,011.20	138,049.60	140,129.60
26	***HOURLY**	63.1300	64.0900	65.0400	66.0200	67.0100	68.0200	69.0400	70.0800	71.1300	72.1900	73.2700	74.3700
	2080 Hrs	131,310.40	133,307.20	135,283.20	137,321.60	139,380.80	141,481.60	143,603.20	145,766.40	147,950.40	150,155.20	152,401.60	154,689.60

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into this ___ day of ______, 2022, by and between the City of Madison, State of South Dakota, a Municipal Corporation (the "Employer"), and Jameson Berreth, City Administrator (the "Employee") as follows:

WHEREAS, Employer desires to continue to employ the services of Jameson Berreth as City Administrator upon the terms and conditions set forth herein; and

WHEREAS, it is desired of the Employer to provide certain benefits, establish working conditions, and to establish certain conditions of employment; and

WHEREAS, it is the desire of the Employer to (1) secure and retain the services of Employee and to provide inducement for his to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee's services at such time as he may be unable fully to discharge his duties or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to continue employment as City Administrator of the City of Madison:

NOW THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

Section 1. Employment and Duties. Employer agrees to employ Jameson Berreth as its City Administrator. Employee agrees to serve as City Administrator in accordance with state statutes and City ordinances and to perform such other legally permissible and proper duties and functions as the City Commission shall from time to time assign, including, but not limited to, those described in the attached Exhibit "A" which is incorporated herein by reference.

Section 2. Term: Employee shall be considered an "at will" employee.

1. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, with or without reason, subject only to the provisions set forth in this Agreement.
2. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in this Agreement.
3. Provided the Commission shall make the annual appropriations for his salary, Employee agrees to remain in the exclusive employ of Employer and neither to accept other employment nor to become employed by any other employer during his employment with the City.

Section 3. Exempt Status: It is agreed and understood that the City Administrator is an exempt employee and is not eligible for overtime under the Fair Labor Standards Act.

Section 4. Policies and Procedures: Unless otherwise provided herein, Employee shall be subject to and comply with the Policy and Personnel Manual of the City of Madison, and amendments thereto, which are incorporated herein by this reference.

Section 5. Salary: Employer agrees to pay Employee for his services an initial annual base salary payable in bi-weekly installments on every other Friday of each month unless said day is not a business day, at which time it will be payable at the immediately preceding business day. Beginning December 19, 2021, it is agreed by the Employer that any annual salary increase provided to Employee shall not be in an amount less than the average cost of living adjustment (COLA) given to other employees of Employer. Employer agrees to consider and adjust base salary and other benefits of Employee based upon a performance evaluation, provided, however, that said consideration and salary adjustment shall be solely within the discretion of the Commission, and shall be merit based. Any such merit increase may be in addition to the cost-of-living adjustment referred to herein. Performance evaluations will be conducted annually in the month of December.

Section 6. Vacation Time and Sick Leave: The Employee will have 20 days of vacation time and accrue 13 days of sick time. The vacation time shall not be able to be accrued, carried over to the next year or paid out at any time or for any reason. Employee's 13 days of sick time shall be allowed to accrue and carry over each year if unused but shall not be paid out at any time or for any reason. Sick time will accrue at 4.00 hours per pay period, in accordance with policy of other employees, and start accruing with an effective date of signed contract. Accrued hours in 2021 will carry over to 2022.

Section 7. Pension Plan: Employer shall contribute to the South Dakota State Retirement Plan as required by State law for Employee.

Section 8. Holidays: Employer shall provide Employee the same holidays as enjoyed by other full-time employees and in accordance with the City of Madison's personnel leave policy or any holiday provided for all other employees of the Employer.

Section 9. Insurance & Benefits: The Employer shall provide health, dental, life, disability, and other insurance coverages consistent with general employee benefits.

Section 10. Residency: The Employer requires that the City Administrator reside within the City.

Section 11. Automobile: No automobile will be provided by the Employer for "business-related travel. In the event the Employee uses ahis personal vehicle for City use, Employee will be reimbursed state rate mileage.

Section 12. Personal cell phone: Employer will provide a work cell phone to Employee which shall be used for business-related work. It is understood that the Employee's cell phone number will not be made available to the general public.

Section 13. Hours of Work: It is understood that the position of City Administrator requires time outside the normal office hours on business for the Employer. It is understood by the Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that the Employee shall be allowed to establish an appropriate work schedule in consideration of time expenditures outside of normal working hours. It is anticipated that the Employee shall devote at least 40 hours per week to City business.

Section 14. Termination and Severance Pay:

1. In the event Employee is terminated for any reason other than gross misconduct by the Commission and at which time the Employee is willing and able to perform his duties under this Agreement, then in that event employer agrees to pay Employee a lump sum cash payment equal to six (6) months' salary and to continue to provide and pay for the benefits set forth in Section 9 for a period of ninety (90) days following termination. However, that in the event Employee is terminated because of his conviction for an illegal act involving personal gain to Employee, or malfeasance of performance by Employee, or gross misconduct, Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph or any other amount except as set out in this Agreement.
2. In the event the Employee voluntarily resigns his position with Employer, Employee shall give Employer thirty (30) days' notice in advance, unless parties agree otherwise. The Employee shall not be entitled to any severance payments if he voluntarily resigns his position.

Section 15. Outside Activities: The City Administrator shall not engage in teaching, consulting, or other non-City-connected business without the prior approval of the City Commission.

Section 16. No reduction in benefits: The Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the City Administrator, except to the degree of such a reduction which is applicable across the board for all other employees of the Employer.

Section 17. Dues, Conferences, and Subscriptions:

A. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee as the Commission determines to be necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of the Employer.

B. Within budget considerations and Commission approval, the Employer hereby agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the City Administrator and adequately pursue necessary official functions for the City including, but not limited to the ICMA annual conference, state league of municipalities, and such other national, regional, state and local governmental groups and committees for the good of the City.

Section 18. Civic Club Membership: Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized and encouraged to become a member of such civic clubs or organizations at Employer's expense as approved by the City Commission.

Section 19. Indemnification: Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator absent gross negligence or willful or wanton conduct, in which case, Employer will not indemnify or defend Employee. Employer may compromise and settle such claim and pay the amount of any settlement or judgment rendered thereon.

The Employee may request and the Employer shall not unreasonably refuse to provide legal representation at Employer's expense and Employer may not unreasonably withhold approval. It is anticipated legal representation will be provided by employer's insurer. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party.

Absent gross negligence or willful or wanton conduct, the Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise, unless the Employee is personally liable (under such circumstances the Employee shall have authority to settle his own matter). Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party of witness in the litigation. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee witness fees and travel expense when Employee serves as a witness or party in the pending litigation.

Section 20. Fidelity Bond: Employer shall bear the full cost of any fidelity or other bonds required of the Employee under South Dakota law or ordinance.

Section 21. Modifications: This Agreement shall not be modified unless such modifications are reduced to writing and approved and signed by both parties.

Section 22. Limitation on Authority: The Employee shall not have authority to make any agreements or contracts binding on the City without express authority from the City Commission.

Section 23. Construction: This Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their respective attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

Section 24. Severability: In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then such unenforceable provision shall be deemed modified so as to be enforceable (or if not subject to modification, then eliminated herefrom) for the purpose of those proceedings to the extent necessary to permit the remaining provisions to be enforced.

Dated at Madison, South Dakota this ____ day of ________, 20____.

City of Madison, South Dakota

By________________________________
Marshall Dennert, Mayor

ATTEST:

By ________________________________
Sonya Wilt, Finance Officer

By________________________________
Jameson Berreth, City Administrator