BOARD OF COMMISSIONERS AGENDA
October 17, 2022
5:30PM – COMMISSION ROOM – 116 W CENTER ST

Please join the Zoom meeting from your computer, tablet or smartphone.
https://us06web.zoom.us/j/83029156239

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

Meeting ID: 830 2915 6239

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR
1) Minutes – October 3, 2022
2) Bills for Approval – October 19, 2022
3) Bills for Ratification – October 12, 2022
4) Personnel
5) Payroll Bills for Ratification – October 14, 2022
6) Set Date of Hearing – November 7th 2022 – 1st Reading 2023 Appropriations Ordinance

OLD BUSINESS
1) Public Hearing – Temp Alcohol License – Knights of Columbus – St. Thomas Gala November 5, 2022

NEW BUSINESS
1) Approve Temporary Alcohol License – Knights of Columbus
2) Approve Electric System Long Range Plan
3) Approve Change Order #1 for Gen Plant Upgrades
4) Approve expense of $9,000 from water plant equipment reserve for ladder upgrade to water clarifier
5) Approve agreement with Design Arc for design and bidding services for Water Building Remodel project
6) Approve IBEW 2021 CBA and Memorandum of Understanding
7) Adopt Resolution 2022-49 - Approve a Plat – Lots 1-2, Hyland Addition
8) Approve purchase Lot 1, Hyland Addition for construction of City Hall/Police Station
9) Approve Animal Control Contract
10) Approve SF Partnership Marijuana Application and Authorize Mayor to sign Form E – Local Government Compliance Certification
11) Review non-profit funding requests for 2023
12) Update on Madison System Improvements Projects

PUBLIC COMMENT

ANNOUNCEMENTS
1) Budget Discussion – Special Meeting Monday, October 24, 2022 at 4:30 p.m.
2) Next Regular Commission Meeting – Monday, November 7, 2022 at 5:30pm

EXECUTIVE SESSION
1) SDCL 1-25-2 (4)

ADJOURN

Anyone wishing to speak to an item on the agenda must be acknowledged by the chair and come to the podium to address the Mayor and City Commission. Addressing other audience members will not be permitted.
Supplementary agenda information may be accessed at www.cityofmadisonsd.com
If special accommodations are necessary to attend any Board of Commissioners meeting, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.

CITY OF MADISON

BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042

October 3, 2022
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 3rd day of October with the following members present on roll call: Mayor Roy Lindsay and Commissioners Adam Shaw, Jeremiah Corbin, and Kelly Dybdahl. Jerae Wire joined at 5:50 p.m.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to adopt the October 3rd agenda. Motion carried.

The following announcements were made: Egan Avenue will be closed for the Chamber Halloween event October 31st from 3:45-5:30pm. There will be a City Hall/Police Station public forum October 11th at 5:30p.m. Parking restrictions have been reinstated near DSU campus.

Motion by Commissioner Corbin, seconded by Commissioner Shaw, to approve the following items on the consent calendar: Minutes –September 19, 2022, Bills for Approval– October 5, 2022, Bills for Ratification – September 28, 2022, Personnel, Payroll Bills for Ratification – September 30, 2022 and Acknowledge Application for Temporary Alcohol License and Set Date of Hearing – 10/17/22 – Knights of Columbus at St. Thomas School

Bills for Approval – October 5, 2022
Altec Industries Inc, Truck Inspection Repairs 1,580.53; Appeara, Mat Rentals 53.20; AT & T Mobility, Service for Phone & Tablets 1,741.14; Baker & Taylor, Books 144.43; Banner Associates Inc, Professional Services 95,575.20; Blackstone Publishing, Books 68.00; Bound to Stay Bound Inc, Books 595.95; Bowes Construction, Tack Oil 525.00; Carquest of Madison, Antifreeze/Chainsaw Fuel 54.90; Century Business Products Inc, Copier Contract 27.00; Classic Convenience Inc, Fuel 373.72; Coles Petroleum Products Inc, Fuel/Oil 10,161.11; Core & Main GP LLC, 4" Omin Meter/Parts 3,006.82; Dakotaland Autoglass, Windshield 110.40; Demco Inc, Literature Displays 2,872.81; East River Electric Power Coop, Pole for Flynn Field 2,136.27; F & M Coop Oil Co, Fuel/Tire Repairs 1,180.80; Fadness/Arley, Book/Postage 21.50; Fastenal Co, Ear Plugs 18.26; Fawbush/Gary, Slat Board & Installation 1,200.00; Gale Cengage Learning, Books 152.75; Gonyo/Gary, Meal Reimbursement 20.00; Halme Inc, Water System Improvements 828,567.12; Hillyard Inc, Seaming Tape 441.15; Ingram Co, Books 539.26; Jencks & Jencks PC, October Services/Contract 5,500.00; Kimball Midwest, Antiseize 45.35; Krug Products Inc, Hose 6.08; Lacal Equipment Inc, Broom 1,397.06; Lake County Treasurer, Fuel 197.87; Lewis Drugs Inc, Batteries 39.98; Manitou Equipment America LLC, 1% Sales Tax Rebate 9,061.81; Micromarketing LLC, Books 33.30; Office Peeps Inc, Chairmat/Office Supplies 336.15; Penguin Random House LLC, Books 60.00; Railroad Mgmt Co III LLC, 300124 Powerline Crossing 344.67; Runnings Supply Inc, Tape Measure 12.59; SD Federal Property Agency, Tools 24.00; Sioux Valley Energy, Utilities RUS 57.00; State of SD OEM, FEMA Payments 230,817.82; Sturdevants Madison Inc, Batteries/Hose/Filters/Wipers 288.90; Knife River, Asphalt 10,868.90; Timmer Supply Co, Irrigation Parts 194.23; Tyler Technologies Inc, Software Conversion 500.00.

Bills for Ratification – September 28, 2022
Alpha Media USA LLC, Community Center Advertising 420.00; Altec Industries Inc, Rope 458.28; Appeara, Mat Rentals 327.73; AT & T Mobility, Service for Phones & Tablets 479.28; Avera Medical Group, Drug Collection/Testing 560.00; Banner Associates Inc, Additional Construction Admin - Storm Damage 433.50; Blackstone Publishing, CD Books 204.84; Bluepeak, Phone & Internet 3,351.55; Buffalo Ridge Concrete Inc, Concrete 380.75; Carquest of Madison, Throttle Post 49.80; City of Sioux Falls, Bacteria Tests 418.00; Core & Main GP LLC, Hyd Extension 2,462.17; Craigs Welding Service, Pipes 2,000.00; Dakota State University, Utilities/Printing/Work Orders 11,285.53; Dash Medical Gloves Inc, Nitrile Exam Gloves 227.80; DGR Engineering, Professional Services 1,174.00; Etterman Enterprises Inc, Degreaser 136.12; F & M Coop Oil Co, Tire Repairs/Fuel 202.75; Fox Promo LLC, Jacket W/Embroidery 59.00; Great America Financial Svcs, Copier Leases 786.11; Groos/Andy, Membership Refund 333.66; Hawkins Inc, Chemicals 3,150.93; Krug Products Inc, Parts 10.29; Madison Ace Hardware, Garage Door Remote/Tape Measure 62.98; Madison Cleaning Company LLC, Cleaning Services - City Hall 577.50; Madison Grocery Store Inc, ASP Groceries 280.50; McLeod Printing & Off Supplies, Uniform Traffic

Tickets 197.13; Micromarketing LLC, CD Books 337.52; Niche Academy LLC, Annual Online Subscription 139.00; Northwestern Energy, Utilities 1,288.73; O Reilly Automotive Inc, Automotive Parts 925.93; OCLC Inc, Cataloging and Metadata Subscription 385.48; Office Peeps Inc, Desk/Center Drawer/Office & Janitorial Supplies/Toner/Copier Contract 686.38; One Source, Background Check 59.00; Overdrive, SD Digital Consortium/Maintenance Fee 1,500.00; Penguin Random House LLC, Books 9.37; Pheasantland Industries, Door Hangers 67.32; Resykle LLC, Iron 103.98; Runnings Supply Inc, Post Hold Digger/Tools 138.72; SD Public Assurance Alliance, Property & Liability Ins 220,752.14; SD Public Health Laboratory, Water Samples 327.00; SDN Communications, Internet – Library 516.79; Sirchie Acquisition Company LLC, Swabs/Reagent/Swab Boxes 119.72; Staking University, Utility Locator Training 1,490.00; Streichers Inc, Uniform Jacket/Shirt 277.96; Sturdevants Madison Inc, Automotive Parts/Tools 529.21; Sweetman Construction Co Dba Knife River, Asphalt 11,479.30; Talk The Tee, Long Sleeve T-Shirts 221.00; Tyler Technologies Inc, Software Conversion 625.00; USA Blue Book, Chemicals 581.50; Valiant Living Inc, Contracted Expenses 5,096.00; Verizon Wireless, ASP Phone Services 202.89.

Personnel
Berger, Blake - Work Study; Biniek, Kristine - Work Study; Gortmaker, Caden - Work Study; Feistner, Matt - 29.49/hour; Ryan, Tessa - 10.25/hour; Ryan, Tessa - 11.385/hour; Dawit, Adbib - International Student; Tadesse, Loza - International Student; Olson, Wyatt - 12.00/hour; Severs, Gabriel - 12.00/hour; Hutson, Amari - 10.35/hour; Farrell, Jerry - 14.42/hour; Julson, Angie - 63,835.20/Salary; Yager, Rick - Volunteer Fireman; Sutten, Skyler - Volunteer Fireman.

Payroll Bills for Ratification – September 30, 2022
IRS-EFTPS 39,813.46; Office-Child Support Enforce 900.00; SD Retirement System 20,418.52; SD Retirement System 2,981.76.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to Authorize Mayor to sign railroad crossing cost share agreement with BNSF for the Grant Street crossing at an estimated cost of $31,218. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to purchase the Runnings property (former Campbells building & adjoining lots from LAIC for the associated costs of demolition. Runnings has agreed to donate the property to the LAIC. LAIC will demo dilapidated buildings and solicit donations for and manage improvements to former Campbells' building for use as a recreation facility. Anticipated usage includes batting cages, archery, agility training, etc. Estimated cost of acquisition approximately $80,000-$90,000. City will manage and maintain recreation facility. Motion carried.

Motion by Commissioner Corbin, seconded by Commissioner Wire to reject bids for Recycling Services contract and negotiate with Valiant Living to reach a and acceptable pricing agreement. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to authorize Mayor to sign Contingency Search Agreement with gpac, LLC for the Utility Director position. Motion carried unanimously.

Weston Blaise of Banner Engineering gave an update on the Madison System Improvement Projects and the 9th & Union Project.

The next Board of Commissioners regularly scheduled meeting is Monday, October 17th, 2022 at 5:30pm.

Motion by Commissioner Shaw, seconded by Commissioner Wire to move to executive session at 6:05pm. Motion carried unanimously.

Mayor Lindsay declare commission out of executive session at 7:34pm.

Motion by Commissioner Shaw, seconded by Commissioner Wire, to Adjourn at 7:35pm. Motion carried unanimously.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of $__.

CITY OF MADISON

PERSONNEL

October 2022

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Anderson, Rylee	10/6/2022	TEMP	PT<20	$10.25	$12.00	Lifeguard
Olverson, Channing	10/6/2022	TEMP	PT<20	$10.25	$12.00	Lifeguard
Bryant, Kennedy	10/6/2022		PT<20		$12.00	Lifeguard

Madison, SD

Vendor Publication Report

Payment Date Range: 10/14/2022 - 10/14/2022

Vendor Name	Vendor Number	Total Payments
AFLAC	000003	3,279.94
DELTA DENTAL	003716	5,978.64
HEALTH POOL OF SOUTH DAKOTA	000505	39,019.60
IRS-EFTPS	005583	37,830.57
LOCAL UNION #426, IBEW	000843	344.00
OFFICE-CHILD SUPPORT ENFORCE	005096	900.00
SD RETIREMENT SYSTEM	000136	20,936.32
SD RETIREMENT SYSTEM	005898	2,995.00
TEAMSTERS LOCAL NO 120	000850	738.00
	Grand Total:	112,022.07

CITY OF MADISON
NOTICE OF PUBLIC HEARING
ORDINANCE NO. 1653

AN ORDINANCE TO CREATE APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023

The City of Madison Board of Commissioners will hold a public hearing on November 7, 2022 at 5:30pm or as soon thereafter as the matter will be heard, in City Hall 116 W Center Street, Madison, South Dakota, in the Commission Room. All interested persons are encouraged to attend in person and comment on Ordinance No. 1653, an ordinance to create appropriations for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

After the public hearing, the Board of Commissioners may have first reading of Ordinance No. 1653 by title and set a 2nd reading date. The proposed Ordinance No. 1653 will be made available for public inspection at the City Finance Office located at City Hall 116 W Center Street, Madison South Dakota pursuant to SDCL Section 9-21-34.1 and amendments thereto.

Any persons wishing to present testimony may appear at said hearing or may file written comments with the Finance Officer at 116 W Center Street, Madison, South Dakota, prior to said hearing. **All written comments desired to be included in the agenda packet must be filed no later than end of business on Thursday, November 3, 2022.** Disabled individuals may contact the Finance Officer for information and/or special assistance. The request should be made 24 hours in advance of the hearing.

/s/Sonya Wilt
Finance Officer

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APPLICATION FOR A TEMPORARY ALCOHOL LICENSE

City of Madison
116 W. Center Street
Madison SD 57042

Date 9-27-22

Honorable Mayor
City Commissioners
Madison, South Dakota

I herewith submit my application for a temporary alcohol license for the date of November 5, 2022.

Location St. Thomas School

Fee per license: $5.00

Enclosed is a check in the amount of $_____ to cover said fee.

Knights of Columbus
Name of Firm, Corporation or Partnership Making Application

Knights of Columbus
Name of Organization, Person or Firm Holding the Event

401 N. Van Eps | Madison | 57042
Street Address | City | Zip Code

Tim Johnson
Signature of Applicant

9-27-22
Date

For Office Use Only
Receipt No. _____ Date _____ Amount $_____
101.3200.3261

ELECTRIC SYSTEM
LONG RANGE PLAN UPDATE

City of Madison, South Dakota

Prepared by
DGR Engineering

October 2022

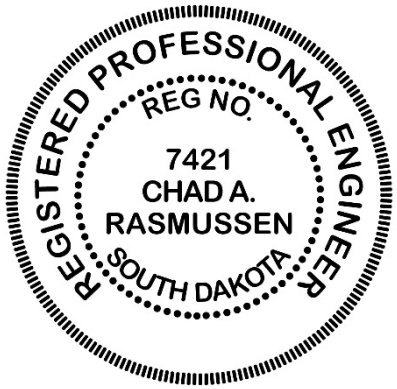
DGR Project No. 415930

ELECTRIC SYSTEM
LONG RANGE PLAN UPDATE

FOR

CITY OF MADISON, SOUTH DAKOTA

October 2022



I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Registered Professional Engineer under the laws of the State of South Dakota.

By _____ 10-13-2022
Chad A. Rasmussen, P.E. (date)

Registration Number 7421

My license renewal date is September 30, 2023.

Pages or sheets covered by this seal: All pages

DGR Project No. 415930

DGR Engineering
1302 South Union Street
Rock Rapids, IA
(712) 472-2531
dgr@dgr.com

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City of Madison, South Dakota

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Tab 4 Existing System Analysis

Tab 5 Capital Improvements Plan

Tab 6 Recommendations and Conclusions

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Figure 5: Existing Electric System Map
Figure 6: Existing One-Line Diagram
Figure 7: Proposed Phase 1 Electric System Map
Figure 8: Proposed Phase 1 One-Line Diagram
Figure 9: Proposed Phase 2 Electric System Map
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Figure 12: Proposed Phase 3 One-Line Diagram

Tab 8 Appendix B

Case Study Summaries
- Existing System & Existing Load
- Existing System & Proposed Load
- Proposed System & Proposed Load

Executive Summary

INTRODUCTION AND SCOPE

The City of Madison, South Dakota (City) owns and operates an electric system that provides electric service to the businesses and citizens of Madison. DGR Engineering (DGR) was commissioned to develop a long range plan update consisting of a system evaluation and planning study for the City.

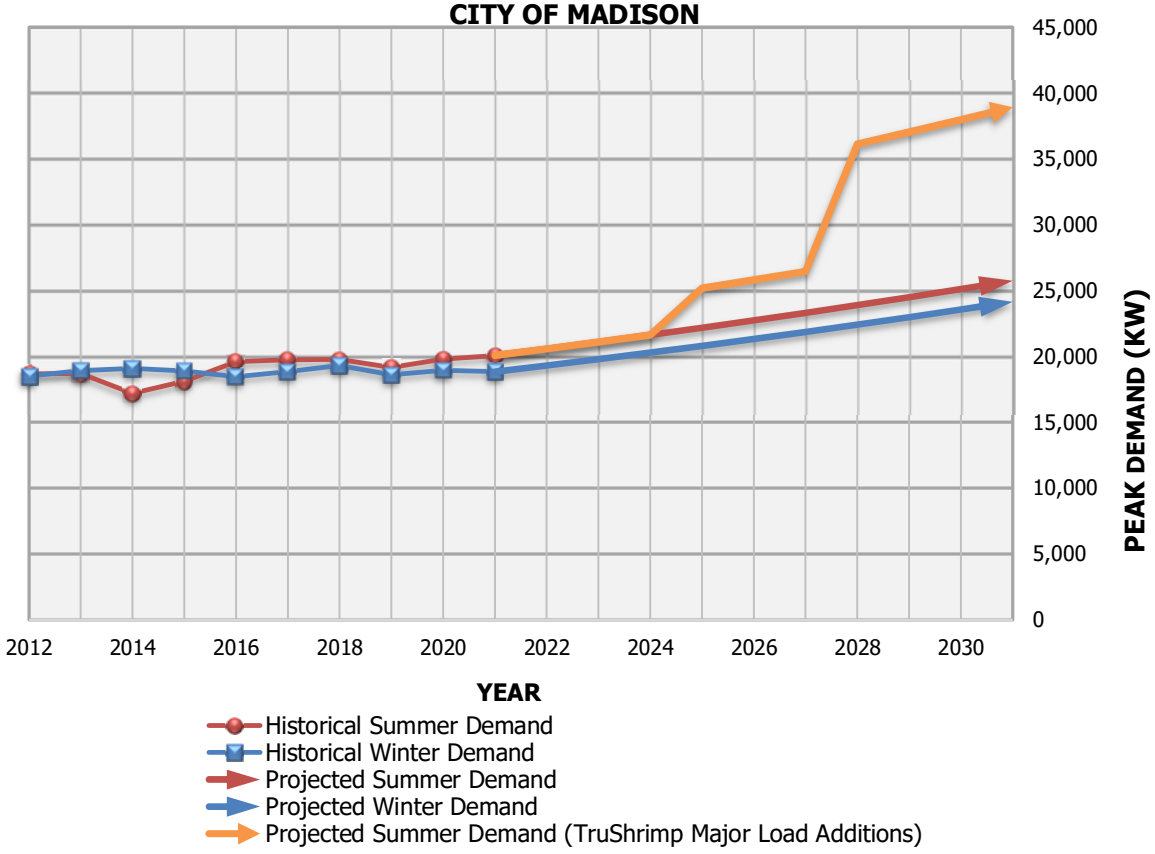
An electric system planning study was last completed in 2012 for the City's electric system. As a result of that study, certain construction needed for improving the City electric system was undertaken, largely consisting of the conversion of distribution facilities from 4.16 kV to 13.8 kV. Since the 2012 study, the City's electric distribution system has changed considerably, due to the completion of the system improvements and continued load growth and development.

Analysis of the City's electric system in this study includes the transmission facilities, substation facilities, and 13.8 kV distribution system located within and around the city of Madison, which are owned and operated by the City. This report outlines analysis of the City's system and presents capital improvements projects recommended to eliminate deficiencies identified under existing and future system conditions. The Capital Improvements Plan (CIP) covers a ten-year period and provides cost estimates for fiscal planning.

LOAD GROWTH AND EXISTING SYSTEM

Historical load data was obtained from City staff for the ten-year period from 2012 through 2021. Based on the demand and energy data received, the peak demand generally remained steady with an average peak of 19.1 MW. The maximum peak recorded was 20.1 MW in the summer of 2021. The City usually reaches its peak demand during the summer months of July or August. Load growth has remained relatively flat over the past decade. Energy efficiency improvements and lower losses on the system due to distribution voltage conversion have contributed to this. However, to account for potential future loads, a load growth rate of 2.5% was utilized in forecasting load across the 10-year period of this study. Based on an annual growth rate of 2.5%, the peak system demand is estimated to add approximately 5.6 MW over the next 10 years, from a 2021 peak of 20.1 MW to a peak of 25.7 MW in 2031. The historical and projected system peak demands are shown in Figure 1.

FIGURE 1
SYSTEM DEMAND REQUIREMENTS
CITY OF MADISON



The City of Madison's electric system consists of three (3) load-serving substations tied to East River's 69 kV transmission system, and twelve (12) 13.8 kV distribution feeders. The City's transmission system is comprised of radial taps that tie into East River Electric Cooperative's area 69 kV transmission system. These 69 kV lines provide service to the City's Power Plant Substation, Green Substation, and Southeast Substation. The existing distribution system provides electric service throughout Madison at 13.8 kV. It consists of twelve (12) distribution circuits, including five (5) sourced from the Power Plant Substation, three (3) sourced from the Green Substation, and four (4) sourced from the Southeast Substation. The primary 13.8 kV system consists of approximately 85 miles of lines, with approximately 7% consisting of overhead line and 93% of underground cable.

Executive Summary

DESIGN CRITERIA

The following design criteria was used in evaluation of the performance of the electric system.

Criterion #1 Provide "N-1" (single contingency) level of reliability for all transmission, substation, and distribution facilities.

Criterion #2 Provide ANSI "Class A" voltage service to all customers, under normal or emergency conditions.

Criterion #3 Do not exceed thermal limitations of facilities on the electric system, under normal or emergency conditions.

EXISTING SYSTEM DEFICIENCIES

Due to continued system growth and aging infrastructure, the following deficiencies have been identified:

- The transformers at Green Substation and Southeast Substation are nearing transformer capacity limits if an outage of the transmission line to the Power Plant occurs. This situation will worsen under anticipated future load growth.

- Power Plant T2 transformer is nearing transformer capacity limits if an outage of the Green Substation bus or transformer occurs. This situation will worsen under anticipated future load growth.

- Power Plant T1 and Green Substation transformers are nearing their capacity limits if an outage of the Southeast Substation occurs. This situation will worsen under anticipated future load growth.

- Under multiple N-1 contingencies, low voltage conditions exist on areas of the distribution system. With projected load growth, these conditions are expected to worsen.

- Under multiple N-1 contingencies, conductors are nearing their capacity on several feeders. These conditions are expected to worsen with projected load growth.

- The Green Substation transformer and switchgear are 50-60+ years old and should be replaced.
- The Power Plant transformers are nearly 60 years old and should be replaced.
- The transmission lines serving the Green Substation and Power Plant Substation are nearly 70 years old and should be replaced.

CAPITAL IMPROVEMENTS PLAN SUMMARY

The following is a summary of the recommended improvement projects necessary, and the associated estimate of costs to resolve system deficiencies. The estimates do not include ongoing operations, repairs and replacements to the primary and secondary distribution system. The estimates are based on 2nd quarter 2022 contractor and materials pricing and include costs for contingencies and engineering.

SUMMARY OF 10 YEAR CAPITAL IMPROVEMENTS PLAN COST ESTIMATE

Phase	Part	Description	Est. Cost
1	A	Feeder #14 & Feeder #15 UG Conversion (Division Ave)	$ 841,000
	B	Green Substation Upgrades	3,870,000
	C	Feeder #9 UG Conversion	503,000
	D	Green Substation Transmission Line Replacement	739,000
		PHASE 1 SUBTOTAL	**$ 5,953,000**
2	A	Power Plant T2 Replacement	$ 1,675,000
	B	Remaining Feeder #14 & Feeder #15 UG Conversion	1,221,000
	C	Feeder #18 & Feeder #8 Tie	242,000
	D	Dedicated DSU Feeder	219,000
	E	Power Plant Transmission Line Replacement	1,015,000
		PHASE 2 SUBTOTAL	**$4,372,000**
3	A	Feeder #8 UG Conversion	$ 1,169,000
	B	Feeder #10 UG Conversion	750,000
	C	Southeast Substation Addition*	3,500,000
	D	Southeast Substation Transmission Line*	1,145,000
		PHASE 3 SUBTOTAL	**$ 6,564,000**
		TOTAL ESTIMATED COST – 10 YEAR CIP	**$ 16,889,000**

*Required if truShrimp project moves forward

1. INTRODUCTION:

The City of Madison owns and operates an electric system that provides electric service to the businesses and citizens of Madison. DGR Engineering (DGR) was commissioned to develop a long range plan update consisting of an evaluation of the City's electric system and creation of a Capital Improvements Plan (CIP).

1.1. Scope: Analysis of the City's electric system in this study includes the transmission facilities, substation facilities, and 13.8 kV distribution system located within and around the City of Madison, which are owned and operated by the City. The development of this report consisted of the following general process.

1.1.1. Data collection and model development: A meeting with staff was held to obtain information regarding the day-to-day operations of the electric system. Concerns of the personnel in charge of maintaining the high level of service the City is accustomed to providing its customers were documented and considered. Diagrams, system and consumer load data, and other information regarding electrical equipment and layout of the system were obtained from the City staff to assist in developing a software model of the electric distribution system.

1.1.2. Load flow – existing & projected: With system peak and consumer demand data collected, load was allocated across the model to simulate the City's electric system and its ability to distribute power throughout its service area in an efficient manner at load levels recorded in the last 10 years. Based on a combination of the 10-year load growth and staff input, a future load projection was developed to assess the system's performance over the next 10 years.

1.1.3. System analysis: The electric system was analyzed as it exists today under both existing historical peak and future projected demand levels. Contingency analysis was conducted to assess the system's flexibility and redundancy, and deficiencies in voltage and capacity were identified. The general age and condition of distribution, substation and transmission facilities was documented and assessed.

1.1.4. CIP Development: Capital improvement projects were identified and tested using the voltage and capacity design criteria to correct the deficiencies identified. This report outlines the capital improvements projects recommended to eliminate deficiencies identified under existing and future system conditions. The CIP covers a ten-year period and provides budgetary cost estimates for fiscal planning.

DGR would like to acknowledge the contributions of City staff, who were critical in providing the necessary data, access, and input regarding the day-to-day operations of the electric system to assist in development of this report.

2. LOAD GROWTH PROJECTIONS:

2.1. General: The projected system load and the desired level of service dictate the level of capital expenditures required to provide adequate service to all customers. This section discusses the historical and projected system loading requirements.

2.2. System Demand Requirements: Table 1 lists the historical and projected peak power demands for the City of Madison's electric system. This historical load data was furnished by City staff.

Based on the demand and energy data received, the annual peak demand generally remained steady with an average peak of 19.1 MW. The City usually reaches its peak demand during the summer months of July or August, which is generally due to the large air conditioning loads of residents and businesses in the city.

The 10-year peak was recorded in the summer of 2021 at 20.1 MW. On average, the annual summer demand remained relatively flat, with an average annual summer demand growth of 0.6%. However, a proper load forecast must consider the possibility of the addition of potential new consumers and other likely load additions, and the system should be designed with flexibility to handle the growth as necessary.

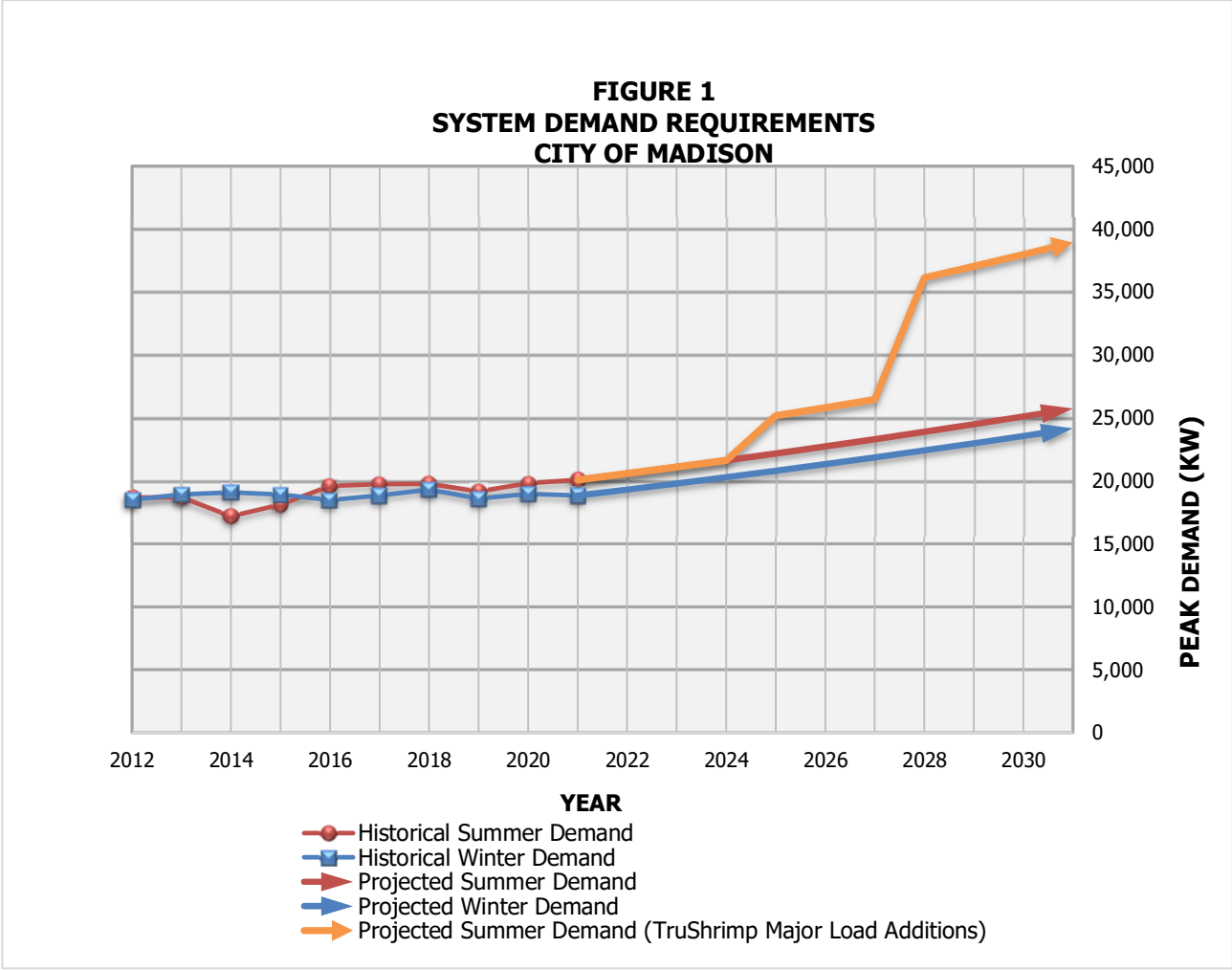
In conjunction with City staff, areas of Madison were identified as prospective growth areas based on city zoning and interest expressed by commercial entities wishing to expand or move their operations. A load growth rate of 2.5% was established to forecast load over the 10-year period of this study. Based on an annual growth rate of 2.5%, the peak system demand is estimated to add approximately 5.6 MW over the next 10 years, from a 2021 peak of 20.1 MW to a peak of 25.7 MW in 2031. The historical and projected system peak demands are shown in Table 1 and Figure 1. The load figures described above do not consider the potential truShrimp facility being added to the system.

TABLE 1
HISTORIC LOAD DATA AND PROJECTIONS
City of Madison

	Year	Summer Peak Demand (kW)	Winter Peak Demand (kW)
HISTORICAL	2012	18,665	18,490
	2013	18,701	18,911
	2014	17,193	19,075
	2015	18,103	18,897
	2016	19,590	18,467
	2017	19,739	18,840
	2018	19,766	19,310
	2019	19,163	18,592
	2020	19,799	18,948
	2021	20,073	18,834

	Year	Summer Peak Demand (kW)	Winter Peak Demand (kW)
PROJECTIONS	2022	20,579	19,309
	2023	21,097	19,795
	2024	21,629	20,294
	2025	22,174	20,805
	2026	22,733	21,330
	2027	23,306	21,867
	2028	23,893	22,418
	2029	24,495	22,983
	2030	25,112	23,562
	2031	25,745	24,156

Figure 4 of Appendix A shows a load growth map that highlights areas of Madison where growth is expected.



An alternate load projection was made to represent the impacts of a major load being added to the system, as has been discussed with the potential truShrimp development. The orange line in Figure 1 reflects the impact of a 3 MW load addition in 2024 and a subsequent 9 MW load addition in 2027, for a total 12 MW load addition. Should this development occur along with other projected load increases, the system would gain a total of 17.6 MW of new load, meaning it would almost double to a total system load of 38.9 MW by 2031.

Note that if the load were to grow at a more aggressive rate than this projection, improvements identified in the study may need to be completed sooner, or additional projects over and above those identified in this study may be required.

2.3. System Energy Requirements and Losses: Table 2 of the following page lists the historical energy purchases, sales, losses, load factor, and projected energy purchases for the City's electric system. Energy purchase projections are based on a constant 60.2% load factor, which is defined as the ratio of the average energy (kWh) to peak demand (kW) calculated over a 1-hour period.

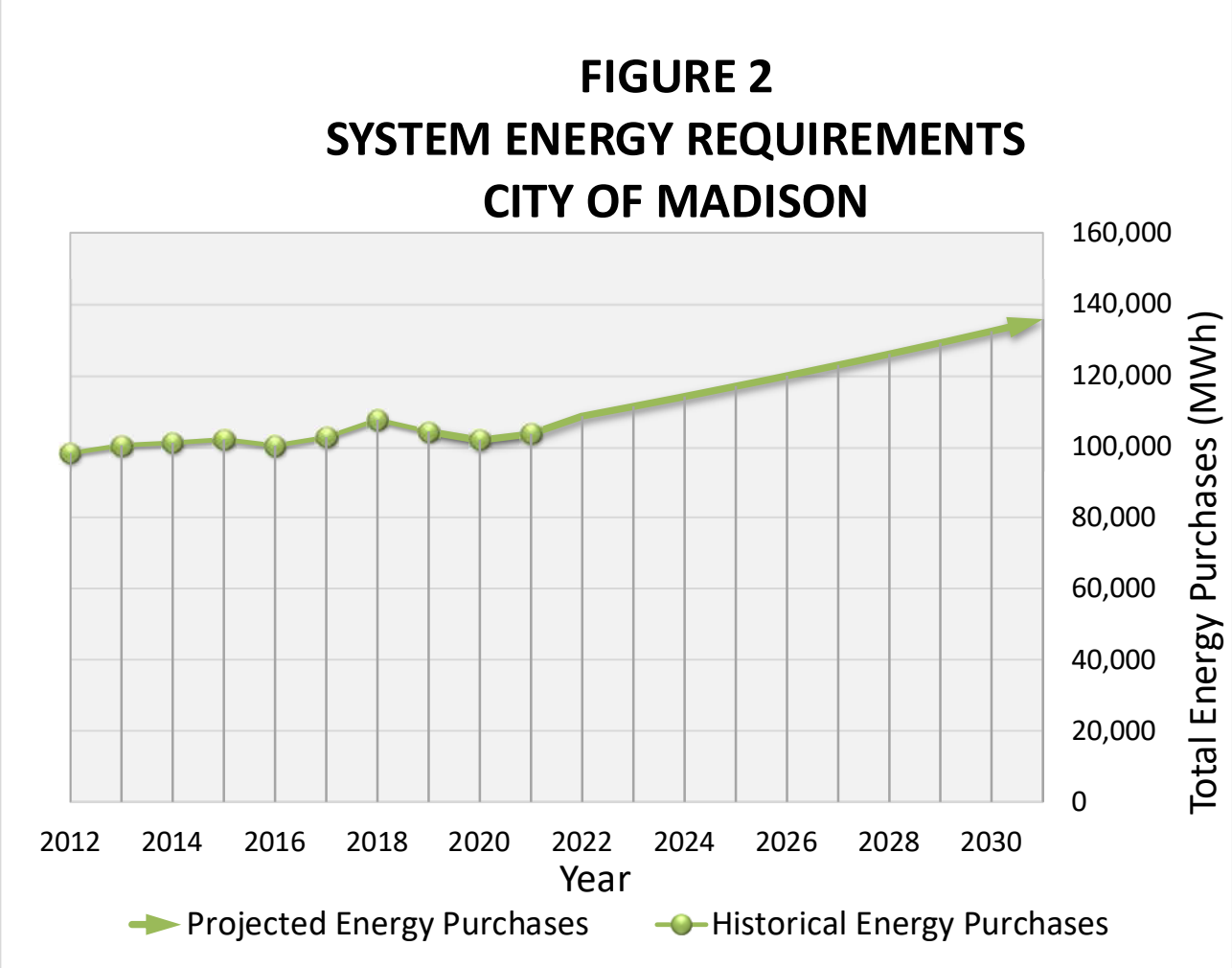
System energy losses have been declining in recent years due to the completion of 4.16 kV to 13.8 kV conversion projects.

TABLE 2
HISTORIC ENERGY DATA AND PROJECTIONS
City of Madison

	Year	Energy Purchased (MWh)	Energy Sold (MWh)	Losses (%)	Annual Load Factor (%)
HISTORICAL	2012	98,066	92,226	5.96	59.98
	2013	100,227	93,124	7.09	60.5
	2014	100,949	95,597	5.3	60.41
	2015	101,921	96,723	5.1	61.57
	2016	100,137	92,095	8.03	58.35
	2017	102,508	94,381	7.93	59.28
	2018	107,402	100,676	6.26	62.03
	2019	104,115	98,443	5.45	62.02
	2020	101,686	99,501	2.15	58.63
	2021	103,490	99,090	4.25	58.85

	Year	Energy Purchases (MWh)
PROJECTIONS	2022	108,456
	2023	111,190
	2024	113,991
	2025	116,864
	2026	119,809
	2027	122,828
	2028	125,924
	2029	129,097
	2030	132,350
	2031	135,685

Figure 2 illustrates graphically the energy projections shown in Table 2.



3. DESIGN CRITERIA:

3.1. General: The criterion for proper design of electric utility systems is described in the following paragraphs. All criteria are important, and all efforts were made to satisfy them in the design of the system plan.

3.2. System Reliability: In general, the City should adopt a policy to maintain "N-1" or "single contingency" design, on all transmission, substation, and distribution facilities. "Single contingency" design is defined as the ability to operate the system at peak load with the loss of any single major system component. Electric consumers have come to expect that electric service be available at all times, except for minor weather-related outages. We feel that it is important that the electric system be able to survive the loss of any one piece of equipment or line section, and still be able to carry peak load while providing Class A service.

3.3. Voltage Levels: Voltage levels at the consumer's premises should be maintained within ANSI limits for Class A during normal or contingency switching conditions. ANSI voltage limits are as follows:

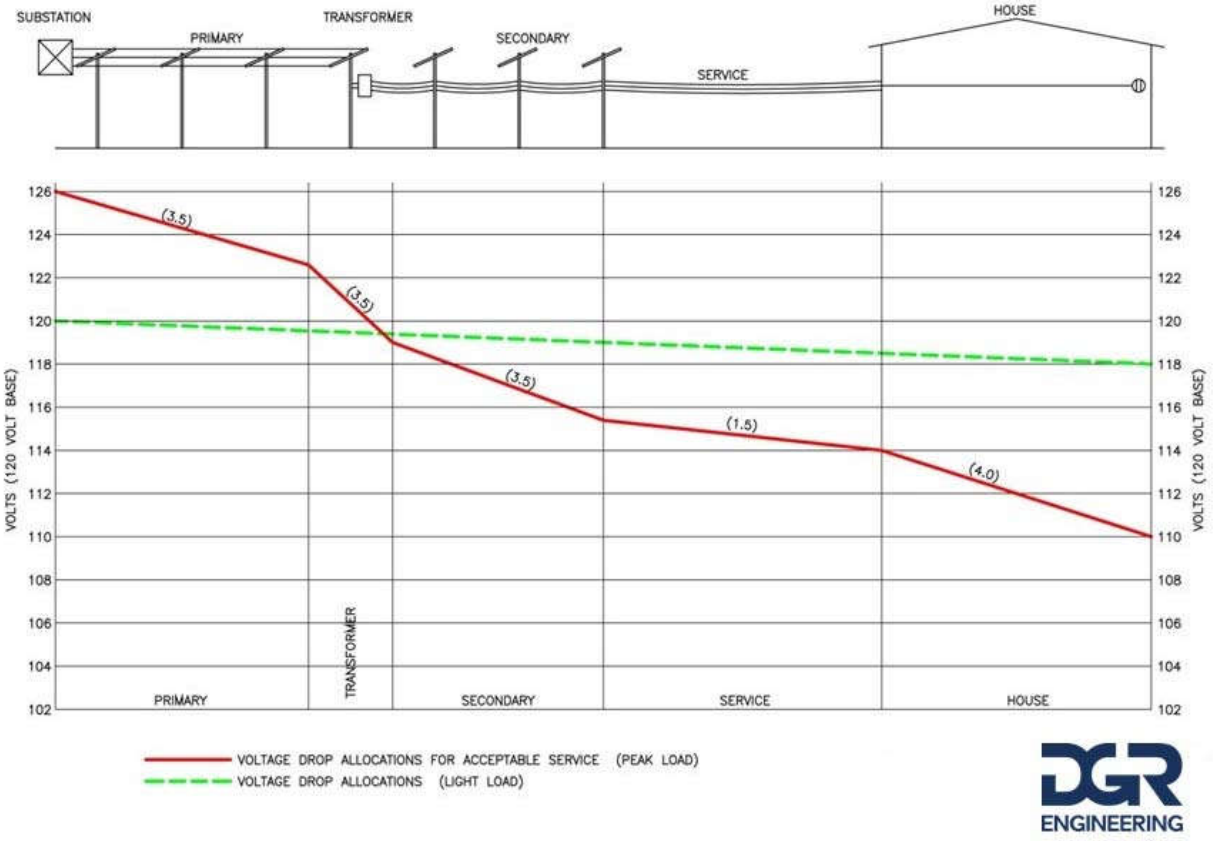
Maximum Voltage	126 volts
Minimum Voltage	110 volts
Maximum Daily Voltage Swing	8 volts

These values are the maximum and minimum voltages a customer could experience at utilization equipment, and still be in compliance with ANSI standards. In addition, no customer should experience a difference (swing) of more than 8 volts in any 24 hour period without violating ANSI standards. Voltage drop is a natural occurrence on an electric system. Voltage drop across the various electrical equipment must be calculated and included in the planning process. In order for an electric system to maintain sufficient voltage levels from the substation source to the end-user, the following accumulation of voltage drop at different levels of the system are assumed for an overall sum of 16 V of drop as allowed in the design criteria:

Primary Circuits	3.5 V
Distribution Transformers	3.5 V
Secondaries	3.5 V
Services	1.5 V
Customer Wiring	4.0 V

The voltage drop profile in Figure 3 illustrates the allowable voltage drop components across a distribution system, from the start of the primary distribution feed from the substation to the end-user. The specific portion of the assigned voltage drop that is controllable directly by a utility is that portion assigned to primary circuits. Planning is done to ensure that voltage drop on primary circuits does not exceed 3.5 volts, under the assumption that the other components of drop will be present.

FIGURE 3
VOLTAGE DROP PROFILE CRITERIA



3.4. Capacity: Along with maintaining voltage levels, consideration of equipment thermal capacity was evaluated. The capacity criterion of this study requires that all major electric facilities, including substation transformers, switchgear, distribution lines and associated equipment be kept within published thermal limits at all times, during both normal and emergency operations, to prevent overload and subsequent thermal breakdown.

3.5. Flexibility and Expandability: Electric system improvements should be designed to provide efficient power delivery with variable circuit configurations to serve existing and future consumers. This is accomplished by designing multiple tie and switching points between distribution circuits designed in loop configurations for the ability to back-feed areas of the system if needed. A flexible system will allow the ability to transfer loads from circuit to circuit and provide options for optimizing the system as load requirements change.

The system should also be designed to be expandable, so new load can be added to it without major disruption to the existing system. Sufficient capacity must be available in substations and lines to handle the addition of a reasonably large load without scrambling to provide facilities for it. This does not mean, however, that the system should be overbuilt, but it does mean that additional capacity should exist to handle new loads. A major function of this study is to serve as a road map for the utility to follow if and when definite load growth is identified, and to be prepared to act efficiently and quickly to accommodate new consumers, large or small.

4. EXISTING SYSTEM ANALYSIS:

4.1. General: Analysis of the existing system included review of historical records, discussion with staff regarding the day-to-day operations of the system, and analysis in our office. Meetings were held with City personnel to receive their input covering various past construction methods and procedures utilized to operate and maintain the electrical facilities. The study work included a review of the City's transmission, substation, and distribution components of the electric system as described in this section. Figure 5 in Appendix A illustrates the City's existing electric distribution system.

4.2. Power Supply Arrangement: The City purchases wholesale power from the Western Area Power Administration (WAPA) and Heartland Consumers Power District (HCPD).

4.3. Transmission: The City's transmission system is comprised of radial taps that tie into the East River Electric Power Cooperative (East River) 69 kV transmission system. The taps provide service to the City's Power Plant Substation (1.0 miles long), Green Substation (1.8 miles long), and Southeast Substation (1.5 miles long). The lines serving the Power Plant Substation and Green Substation are nearly 70 years old, having been constructed in 1953. The line serving the Southeast Substation was constructed in 2005.

4.4. Substations: The City of Madison owns and operates three (3) 69 kV – 13.8 kV substations that serve the City's distribution system. Figure 6 of Appendix A is a one-line diagram illustrating the configuration of the existing substations.

4.4.1. Power Plant: The Power Plant Substation is located in the southwest area of town and has two (2) 67 kV delta - 14.4 kV delta rated power transformers. Both transformers T1 and T2 are rated 5/7 MVA and utilize load tap changers (LTCs) on the low side for voltage regulation to provide 13.8 kV service. The transformers are protected by fuses on the high side. Zig-zag transformers are connected on the low-side of each transformer to provide a ground source to the 13.8 kV system.

Transformer T1 supplies an indoor metalclad switchgear lineup with one (1) main breaker, three (3) feeder breakers, and one (1) bus tie breaker to the T2 switchgear. Transformer T2 supplies an indoor metalclad switchgear lineup with one (1) main breaker and three (3)

feeder breakers. The substation transformers at the Power Plant are approaching 60 years old (1963), and the indoor metalclad switchgear is approximately 23 years old (1999).

4.4.2. Green Substation: The Green Substation is located on the north edge of town and has one (1) 67 kV delta -14.4 kV delta power transformer rated 7.5/10.5 MVA which is equipped with a load tap changer for voltage regulation. The transformer is protected by high side fuses, and a zig-zag transformer is connected to the low-side of the transformer to provide a ground source to the 13.8 kV system. The transformer supplies a shelter aisle switchgear lineup with one (1) main breaker and three (3) feeder breakers. Most of the equipment at the Green Substation is in the range of 50-60+ years old.

4.4.3. Southeast Substation: The Southeast Substation has a 69 kV delta - 13.8 kV wye power transformer rated 10/14 MVA which is equipped with a load tap changer for voltage regulation. The transformer is protected by a circuit switcher with relaying on the high side. The transformer supplies an indoor metalclad switchgear lineup with one (1) main breaker, four (4) feeder breakers, and a generation tie breaker. There are five (5) 2 MW diesel generators connected to the 13.8 kV switchgear bus via paralleling breakers, providing for a total of 10 MW of available generation capacity for the City. The substation and generation switchgear are housed side by side inside the switchgear/control room of the generation plant. The equipment at the Southeast Substation is approximately 17 years old (2005).

4.5. Distribution: The existing primary electric distribution system is operated at 13.8 kV. It includes twelve (12) feeder circuits that supply approximately 6 miles of overhead and 79 miles of underground distribution lines. Figure 5 in Appendix A is a map of the existing distribution system and Figure 6 in Appendix A is a one-line of the existing system illustrating the layout and configuration of areas served across the distribution system.

4.5.1. Overhead: Most of the City's overhead distribution is found on the mainline "loop" around the city. The overhead lines consist primarily of aluminum conductor-steel reinforced (ACSR) type conductor. These are generally the oldest distribution lines on the system and are in the range of 50-60+ years old.

4.5.2. Underground: The City's underground facilities consist of three-phase mainline trunk circuits serving as the primary backbone of the distribution system for switching and transferring load. Three-phase and single-phase sub-loops are sectionalized from the mainline for supply of primary sectionalizing cabinets and service transformers. The City has made a concerted effort to upgrade their distribution system over the last several years to newer 13.8 kV underground construction.

4.6 Generation: The City constructed a 10 MW diesel fueled generation plant in 2005 in conjunction with construction of the Southeast Substation. The output capacity of the Southeast Generation Plant has been leased by contract to Basin Electric Power Cooperative (Basin), which over time has largely paid for the initial project costs. The plant can be brought online to serve the community in the event of a prolonged outage on the transmission system, however significant switching must be performed on the distribution system to serve loads throughout the City. There is not enough capacity in the plant to serve the entire City system during most times, but there is a sufficient amount to carry the much of the system.

The plant is comprised of five (5) 2,000 kW high speed, diesel-fired generator sets. The generator sets are located inside a common plant building, which has been outfitted with noise attenuation equipment and a sophisticated control system. The generators produce power at 13.8 kV and are connected to a lineup of paralleling switchgear via individual 13.8 kV breakers. The main breaker in this switchgear lineup connects to a tie breaker in the Southeast Substation switchgear, providing the interconnection to the City's distribution system.

Since the plant is nearing 20 years old, some of the control system equipment has become outdated and obsolete. The City has undertaken a project recently to upgrade segments of the plant, including local generator controllers, the generator control monitoring system, and programmable logic controllers in the paralleling switchgear.

4.7 Voltage and Capacity Analysis:

4.7.1. Load Flow Model: A load flow analysis of the distribution system was performed using the Milsoft WindMil® computer modeling program. This program is a commercial product that can perform load flow, short-circuit, and

other analysis of a modeled electrical system. The voltage level and capacity constraints of the system were analyzed under existing historical and projected peak loading conditions. Load information collected for each circuit and for large power consumers was collected from City staff and incorporated into the model. We feel the model provides an accurate tool for analyzing various "N-1" contingency scenarios such as the loss of specific pieces of equipment, various switching conditions, and the effects of load growth on the system. The ability to integrate GIS mapping data also exists within this software platform. As such, we recommend that the City of Madison make use of this tool as the need arises, and that any significant future mapping updates be updated in the computer model as well.

4.7.2. Summary of Analysis: Our analysis indicates that there are no low voltage conditions on the existing distribution system under normal system intact conditions. This result was largely expected due to system improvements including voltage conversions which have been constructed in the past decade.

Under certain emergency scenarios including the loss of the Green Substation or the loss of Feeder #13 during peak loading levels, voltage conditions on north areas of the system exceed ANSI limits for allowable voltage drop. This situation will further deteriorate as load grows, since voltage drop is directly proportional to load current. These deficiencies suggest the need for additional feeders and/or switching devices in the future, especially when considering the anticipated load growth on the system.

Table 3 summarizes the capacities of each substation during normal intact system operation under existing and projected peak load conditions.

TABLE 3
SUBSTATION CAPACITIES

Substation	Maximum Transformer Capacity	Existing Peak Load	Projected 10 Year Peak Load
Power Plant (T1)	7 MVA	0.8 MVA	0.9 MVA
Power Plant (T2)	7 MVA	5.1 MVA	6.1 MVA
Green Sub	10.5 MVA	5.9 MVA	7.7 MVA
Southeast Sub	14 MVA	8.3 MVA	11.0 MVA
Total	38.5 MVA	20.1 MVA	25.7 MVA

As the table shows, under both current and projected load levels the source substations have adequate capacity under normal operating conditions. However, if the system were to lose the Power Plant transmission line (24.5 MVA capacity remaining) or Southeast Substation transformer (24.5 MVA capacity remaining) under projected 10-year loading (25.7 MVA) there would be insufficient substation capacity to provide service to the entire system without running the generation plant.

Various distribution solutions were evaluated in attempts to remedy the voltage concerns on the system. Additional switching and feeder ties were added to the system in an attempt to eliminate the voltage concerns. While the distribution solutions helped reduce the voltage concerns, they were unable to completely eliminate the voltage issues on the system.

Options were developed to determine the benefits of upgrading the Green Substation on the north side of the system. Another option was developed to determine the benefit of upsizing Transformer T2 at the Power Plant. Upsizing T2 at the Power Plant allows for more load to be picked up by the Power Plant feeders during backfeed scenarios. Another option was developed to explore converting the existing

overhead loop lines to underground. Based on our analysis, the options explored above would fix the voltage and capacity issues on the system and improve the overall system's reliability and efficiency in the future.

4.8. **System Deficiencies**: The following are deficiencies found in analysis of the City's existing electric system under existing and projected loading.

4.8.1. Loss of Transmission to Power Plant: Green Substation transformer and Southeast Substation transformer are nearing their capacity limits. Feeder #10 has conductor that is nearing its capacity limit.

4.8.1.1. With projected load increases, Green Substation transformer and Southeast Substation transformer exceed their capacity limits.

4.8.2. Loss of Green Substation: Power Plant T2 is nearing its capacity limits. Feeder #8 has conductor that is nearing its capacity limit. Low voltage conditions exist on Feeder #8 and Feeder #14.

4.8.2.1. With projected load increases, Southeast Substation transformer is nearing its capacity limit. Low voltage conditions worsen on Feeder #8 and Feeder #14.

4.8.3. Loss of Southeast Substation transformer/switchgear: Power Plant T1 and Green Sub transformer are nearing their capacity limits.

4.8.3.1. With projected load increases, Power Plant T2 exceeds its capacity limit. Feeder #11 has conductor that is nearing its capacity limit and has low voltage conditions.

4.8.4. Loss of Feeder #13: Southeast Sub transformer is nearing its capacity limit. Low voltage conditions exist on Feeder #14.

4.8.4.1 With projected load increases, Southeast Substation transformer exceeds its capacity limit. Power Plant T2 transformer is nearing its capacity limit. Low voltage conditions worsen on Feeder #14.

4.8.5. With projected load increases Power Plant T2 is nearing its capacity limits under normal system configuration.

4.8.6. Loss of Power Plant T1: with projected load increases the Southeast Substation transformer is nearing its capacity limit.

4.8.7. Loss of Power Plant T2: with projected load increases the Southeast Substation transformer is nearing its capacity limit.

4.8.8. Loss of Power Plant Bus C: with projected load increases the Southeast Substation transformer and Power Plant T2 transformer are nearing their capacity limits.

4.8.9. Loss of Power Plant Bus B: with projected load increases the Green Substation transformer is nearing its capacity limit.

4.8.10. Loss of Feeder #19: with projected load increases the Green Substation transformer is nearing its capacity limit.

4.8.11. Loss of Feeder #18: with projected load increases the Power Plant T2 transformer and Southeast Substation Transformer are nearing their capacity limits.

4.8.12. Loss of Feeder #14: with projected load increases Feeder #15 has conductor that is nearing its capacity limit.

4.8.13. The Green Substation transformer and switchgear are 50-60+ years old and near the end of their expected life.

4.8.14. The Power Plant Substation transformers are nearly 60 years old and near the end of their expected life.

4.8.15. The transmission lines serving the Green Substation and Power Plant Substation are nearly 70 years old and near the end of their expected life.

All the deficiencies listed above can be resolved with the upgrades of the Green Substation, Power Plant Substation transformer upgrade, and other transmission and distribution improvements described in the Capital Improvements section.

The case study summaries in Appendix B depict the results of the detailed analysis of the system intact, as well as the emergency/contingency scenarios for the existing system with existing loads and for the existing system with projected 2030 loads.

5. CAPITAL IMPROVEMENTS PLAN:

5.1. General: The Capital Improvements Plan (CIP) describes, in general, the improvements to the system recommended over the next ten (10) years to eliminate the system deficiencies identified in this report, and to satisfy the planning criteria listed in the previous section. The following sections detail the proposed capital improvements for the City's electric system. Project cost estimates are based on contractor pricing that includes furnishing and installing the materials. The estimates are based on 2nd quarter of 2022 and do not consider the effects of inflation. Costs include allowances for engineering and contingencies.

5.2. Recommended Improvements: The improvements recommended for the 10 Year CIP are divided into phases and are illustrated in Appendix A of this report.

CIP Phase 1: The improvements recommended for Phase 1 of the CIP are described in this section.

Phase 1 (A): Conversion of Feeder #14 & Feeder #15 to underground along Division Avenue. The project includes:

- Converting Feeder #14 along Division Ave. to underground.
- Extending Feeder #15 along Division Ave. to Fifth St. NE.
- Converting a small part of Feeder #9 to underground.

Phase 1 (B): Upgrade existing Green Substation, including a new transformer and line-up of switchgear. The project includes:

- One (1) dual tap 22.4 MVA 115/69-13.8 kV transformer
- One (1) 115 kV circuit switcher
- Metalclad 15 kV switchgear lineup with a main breaker, 5 feeder breakers, and a bus-tie breaker
- Control building

Phase 1 (C): Conversion of Feeder #9 to underground.

Phase 1 (D): Replace transmission line to Green Substation.

⇒ **Timing:** We propose the improvements in Phase 1 be made in the 2022-2024 timeframe. These improvements are recommended to

correct deficiencies which currently exist on the system and prevent further issues as the system load grows.

⇒ **Discussion:** In Phase 1 we propose converting part of Feeder #14 to underground. The section of Feeder #14 we propose converting currently starts on Fourth St. SE and runs north along Division Ave until it reaches Ninth St. NE. Included in this part of Phase 1 is converting the section of Feeder #9 that currently runs from the corner of Division Ave & Ninth St. NE to the intersection of Ninth St. NE & Roosevelt Ave N. Also included in this part of Phase 1 is extending Feeder #15 from Fourth St. SE north along Division Ave until it reaches Fifth St. NE. The feeder configurations in this area will be altered as a result of these conversions. See Figure 7 in Appendix A for details. The conversion of this area of the system to underground with larger conductor size will enhance the reliability of the system, while also improving the voltage conditions on the system.

Also included in Phase 1 is upgrading the existing Green Substation. The equipment at the Green Substation is nearing the end of its useful life and should be replaced. This upgrade includes replacing the existing transformer and switchgear. The upgrade also includes the addition of a control building to house the new switchgear and control panel, and a circuit switcher to protect the transformer. The new switchgear should include provisions that allow for the addition of new feeders should the need arise in the future.

Additional distribution work involved in Phase 1 consists of converting the remaining overhead section of Feeder #9 to underground. This work also includes replacing the existing 4/0 underground on Feeder #9 that runs from the Green Substation south to Ninth St. NE with 500 Al. The existing 4/0 is relatively new and can be reused for DSU feeder distribution work in Phase 2. Converting the rest of Feeder #9 to underground with larger conductor size will improve the reliability of the system, as well as improve the voltage conditions on the system. The distribution conversion work in this phase, and in the following phases, includes the construction of circuitry that has switching equipment as needed to allow for more safe and expedient switching capabilities on the system.

The final work in Phase 1 is replacing the existing transmission line from the Green Substation to the interconnection of the East River transmission system. The existing line is in poor condition and should be replaced to reduce the likelihood of outages occurring.

⇒ **Phase 1 Estimated Cost: $ 5,953,000**

CIP Phase 2: The improvements recommended for Phase 2 are described in this section.

Phase 2 (A): Power Plant T2 replacement

Phase 2 (B): Remaining Feeder #14 & Feeder #15 underground conversion.

Phase 2 (C): Feeder #18 & Feeder #8 Tie

Phase 2 (D): Dedicated DSU Feeder

Phase 2 (E): Power Plant Transmission Line Replacement

⇒ **Timing:** The improvements in Phase 2 should be scheduled for construction to start in 2025 and continue through 2027

⇒ **Discussion:** In Phase 2 of the CIP we are proposing replacing the existing T2 transformer at the Power Plant Substation. The transformer is nearing the end of its useful life and should be replaced with a transformer with more capacity. The addition of a larger transformer allows the system to better handle emergency scenarios such as loss of a transformer or switchgear at the other substations.

The distribution work involved in Phase 2 consists of converting the remaining sections of Feeder #14 and Feeder #15. The remaining overhead section of Feeder #14 runs from the Power Plant east near the intersection of Fourth St. SE & Division Ave. This work also includes replacing the existing Feeder #14 & Feeder #15 underground 4/0 that runs north from the Southeast Substation to Fourth St. SE & Division Ave with 500 Al. Additional distribution work in Phase 2 includes adding a tie between Feeder #18 & Feeder #8. Currently there are very few ways to backfeed Feeders #18 and #8. Adding this tie will add

flexibility to backfeed the system during outage conditions. The proposed tie would extend Feeder #18 west along Third St. and south to the intersection of Highland Ave S & Seventh St. SW. The final distribution work in Phase 2 is the addition of a dedicated feeder that will run to the DSU campus. The new feeder will reduce the loading on Feeder #10 and allow greater flexibility for backfeeding during outage conditions.

The final work in Phase 2 is replacing the existing transmission line from the Power Plant Substation to the interconnection of the East River transmission system. The existing line is in poor condition and should be replaced to reduce the likelihood of outages occurring.

⇒ **Phase 2 Estimated Cost: $ 4,372,000**

CIP Phase 3: The improvements recommended for Phase 3 are described in this section.

Phase 3 (A): Feeder #8 underground conversion:

Phase 3 (B): Feeder #10 underground conversion.

Phase 3 (C): Southeast Substation Addition. The project includes:

- One (1) dual tap 22.4 MVA 115/69-13.8 kV transformer
- One (1) 115 kV circuit switcher
- Metalclad 15 kV switchgear lineup with a main breaker, 5 feeder breakers, and a bus-tie breaker

Phase 3 (D): Southeast Substation Transmission Line

Timing: The improvements in Phase 3 should be scheduled for construction starting in 2028, or as needed if significant loads materialize with the truShrimp project.

⇒ **Discussion:** In Phase 3 of the CIP we are proposing converting the remaining overhead mainline on the distribution system. This includes the overhead mainline for Feeder #8 and Feeder #10. Converting the remaining overhead on the distribution system will enhance the reliability of the system, while also improving the voltage conditions on the system.

If the truShrimp project moves forward in its entirety (~12 MW of new load), additional improvements to the system will need to be made to accommodate it, which are presently shown in Phase 3. These additional improvements include the addition of a second transformer, switchgear lineup, and associated feeders at the Southeast Substation. A backup transmission line to the Southeast Substation would also be required in this scenario with the addition of a second transformer, to provide necessary backup capability for handling the loss of the existing transmission line.

⇒ **Phase 3 Estimated Cost: $ 6,564,000**

5.3. Cost Estimate Summary: Table 6 summarizes the cost estimates for each phase of the 10 Year Capital Improvements Plan. The estimates for major facilities installations and upgrades to correct deficiencies based on existing and peak demand of the electric system. These costs do not include ongoing general maintenance, unidentified overhead to underground conversion projects, replacement or installations of new primary and secondary service installations that are necessary for the operation of municipal electric system.

Table 6

SUMMARY OF 10 YEAR CAPITAL IMPROVEMENTS PLAN COST ESTIMATE

Phase	Part	Description	Est. Cost
1	A	Feeder #14 & Feeder #15 UG Conversion (Division Ave)	$ 841,000
	B	Green Substation Upgrades	3,870,000
	C	Feeder #9 UG Conversion	503,000
	D	Green Transmission Line Replacement	739,000
		PHASE 1 SUBTOTAL	**$ 5,953,000**
2	A	Power Plant T2 Replacement	$ 1,675,000
	B	Remaining Feeder #14 & Feeder #15 UG Conversion	1,221,000
	C	Feeder #18 & Feeder #8 Tie	242,000
	D	Dedicated DSU Feeder	219,000
	E	Power Plant Transmission Line Replacement	1,015,000
		PHASE 2 SUBTOTAL	**$ 4,372,000**
3	A	Feeder #8 UG Conversion	$ 1,169,000
	B	Feeder #10 UG Conversion	750,000
	C	Southeast Substation Addition*	3,500,000
	D	Southeast Substation Transmission Line*	1,145,000
		PHASE 3 SUBTOTAL	**$ 6,564,000**
		TOTAL ESTIMATED COST – 10 YEAR CIP	**$ 16,889,000**

***** Required if truShrimp project moves forward

6. RECOMMENDATIONS AND CONCLUSIONS:

We recommend that the City adopt this CIP as its basis for major electric system projects over the next 10 years. We further recommend that Phase 1 be authorized so that they can be completed in the time frame proposed.

We would like to acknowledge the efforts of City staff again in the development of this study and look forward to implementation of the improvements contained herein.

October 14th, 2022

City of Madison Electric Department - Madison, SD 57042
Attn: Roxi Ebdrup
E: roxie.ebdrup@cityofmadisonsd.com; P: 605-256-7521

RE: Water Building – City of Madison

Roxi,
I am pleased to provide you with a proposal for full architectural/engineering design services for the above referenced project.

Understanding of Project:
The scope of the work, as I understand it, is to provide complete construction bid documents (drawings and specifications) for the renovation of the existing building to house additional office space and vehicle storage.

The construction documents will be complete to a level that allows for submittal and approval by all required agencies and for competitive bidding and construction.

Proposed Fee:
The proposed fee for the project shall be in accordance to the following breakdown. It is understood (per request by the City) that construction administration services will be provided by the City.

Programming/Schematic Design (15%):	$3,750
Design Development (15%):	$3,750
Construction Documents (40%):	$10,000
Bidding/Procurement (10%):	$2,500
~~Construction Administration (20%):~~	~~$5,000~~
Total:	$20,000

Notes:

The above fee includes:

1. Full architectural design services.
2. Answering questions during the bidding phase and assistance with securing a contractor.
3. Bidding procurement. Standard AIA Contracts will be used for all agreements. designArc Group will draft all contracts however final approval will require review from the City attorney.
4. ~~Review of submittals/shop drawings during construction.~~
5. ~~Three site visits. Timing of the site visits (during design, construction document development, or during construction) will be determined by the City.~~

The above fee does not include:

6. Engineering services. Required engineering services will be secured under separate agreement once the full scope of the project is understood.
7. Reimbursable expenses of printing or distribution of construction documents. Should large format printing be necessary, this cost will be charged to the City at the cost of the local print shop.

Schedule:
It is understood that the development of the project shall begin immediately upon acceptance of this proposal.

Roxi, if this proposal looks acceptable, please sign below and we will get started with composing an AIA Document defining the agreement. Thanks again for contacting designArc Group and allowing us the opportunity to provide this proposal.

Respectfully Submitted,

Les Rowland; Licensed Architect
designArc Group, LLC

Client Proposal Acceptance

_____

Signature Date

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF MADISON
AND
INTERNATIONAL BROTHERHOOD OF ELECTRIC WORKERS,
LOCAL UNION 426
AFL-CIO

EFFECTIVE:
, 2022
THROUGH
DECEMBER 31, 2022

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AGREEMENT BETWEEN THE CITY OF MADISON AND LOCAL NO. 426 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

This Agreement made and executed by and between the City of Madison, Madison, South Dakota, its successor or assigns, (hereinafter referred to as the "Employer/City") and Local Union No. 426 of the INTERNATIONAL BROTHERHOOD OF ELECTRIC AL WORKERS, affiliated with the AFL-CIO, (hereinafter referred to as the "Union"), witnessed:

TERMS AND AMENDMENTS

This Agreement, when signed by the proper officers of the Employer and the union and approved by the President of the International Brotherhood of Electrical Workers, shall become operative as of , and shall continue in full force and effect to and including December 31, 2022.

This Agreement shall continue in full force and effect from year to year thereafter unless written notice is given by either party hereto to the other on or before August 1st of any subsequent annual expiration date requesting that the Agreement be amended or canceled. Any such notice by either party hereto shall not be effective except on or before August 1st of any annual expiration date. Any notice of desire to change, amend, modify or cancel this Agreement by either party shall open the Agreement for bargaining by each party to all the terms and conditions herein.

SPIRIT OF AGREEMENT

It is mutually agreed and covenanted by the parties to this Agreement that their respective interests can best be served by a wholesome interest of the employee and the Employer alike. The Employer and the Union have a common and sympathetic interest in the efficiency and success of the Employer in performing its function in the distribution of electricity. The Union and the Employer further agree that in return for the basic rights of employment and working conditions covered by this Agreement, there is need for a continuous and cooperative program to improve operating methods and productive performance which will provide for a corresponding compensation return, increasing employee satisfaction and enthusiasm, and reasonable financial stability for the Employer.

The following objectives are mutually agreed to and set forth with regard to wages and salaries:

A) We intend to establish salaries and wages that are adequate to attract and retain qualified personnel and stimulate their superior performance, growth, and development.

B) We intend to provide each person with a feeling that the salary compares fairly with what is paid for other positions having similar duties, difficulties and responsibilities both within the City and in other organizations within the area from which the employee would normally be recruited.

C) We intend to assure both management and employees that performance will be appraised systematically, fairly and that opportunities will be provided to permit all employees to become highly trained and grow and develop so that they can assume positions of greater responsibility.

D) We intend to provide wages and salaries on a fair, systematic and predetermined basis so that the Employer can adequately determine budget requirements and do long-range planning.

For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the City, the Union may mutually benefit, and in consideration of the respective promises of the parties hereto, this Agreement is hereby made and entered into.

ARTICLE I - RECOGNITION

Section 1: This Agreement covers all regular employees of the City who are classified as "employees employed in the electrical department of the City of Madison, excluding all other employees of the City of Madison including professional, supervisory and temporary/part time".

Section 2: The City recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to hours, wages, and other conditions of employment for all employees covered by this Agreement.

Section 3: Neither the City, nor the Union shall willfully, orally or in writing, make untruthful statements concerning the other party or its representative.

Section 4: There is attached hereto and made a part hereof Schedule "A" which lists the position titles and rates of pay for each position covered by this Agreement.

Section 5: For the purpose of this Agreement, the following definitions shall apply:

A) Employee in Training: A person who is hired to fill a job position will be classified as a probationary employee for the first one thousand forty (1040) hours of employment.

B) Regular Employee: A person who has completed the one thousand forty (1040) hours probationary period, and who has, at the end of the period, been rated satisfactory by the supervisor, will be classified as a regular employee.

C) Temporary/Part-time Employee: A person whose employment is fixed at the time of employment not to exceed one thousand forty (1040) hours of work in the twelve (12) month period following the person's date of hire or any subsequent twelve (12) month period. The one thousand forty (1,040) hours may be extended by written mutual agreement of both parties.

ARTICLE II - COMPLIANCE WITH THE LAW

Section 1: Nothing in the Agreement shall be construed to require either party to the Agreement to act in violation of any applicable state of federal law or legal regulation. In the event that any such condition arises, the Agreement shall be modified in respect to either or both parties to the extent necessary to comply with such law or regulation.

Section 2: If any provision of this contract or the application of the same shall be held invalid, the legality of the other provisions of the contract shall not be affected thereby.

ARTICLE III - MANAGEMENT RIGHTS

Section 1: The customary functions of the management for the carrying on of the business and operation are recognized and vested exclusively in the Employer. Such customary rights include the control and regulation of usages of its machinery, equipment and other property; the determination of the number, location and continuance of use of its plants and offices; the subletting of work; the direction and control of its work force as to size and composition and assignment of employees; to make all changes, rules, policies and practices; to hire, promote, retire, demote, transfer, layoff and recall employees to work; to determine the work schedules as to hours and shifts to be worked; to reprimand, suspend, discharge or otherwise discipline employees for just cause and otherwise generally manage the Employer direct the work force and establish terms and conditions of employment.

Section 2: Such right and power shall not be exercised arbitrarily or unfairly to any employee and shall not be exercised so as to violate any provision of this contract. No rule, procedure or practice of the management shall be contrary to any provision of this contract.

ARTICLE IV - CONDUCT OF UNION AFFAIRS

Section 1: The Employer recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee because of membership in the Union.

Section 2: Pursuant to the rules and regulations of the Union, the Union shall select at least one steward to represent the employees covered by this Agreement. All stewards referred to in this Agreement shall be regular employees of the Employer.

Section 3: Prior to the discharging of steward duties, the Union shall furnish, to the Employer, in writing, the names of such stewards.

Section 4: The steward shall be instructed by the Union as to the duties and responsibilities of the steward, both representing the employees to the City and in interpreting the provisions of this Agreement to the employees. The steward shall be available to the City to aid in securing compliance with the terms of this Agreement. The steward shall be available to any employee to assist in the handling of any grievance, as provided in the grievance procedure.

Section 5: The steward shall be permitted to devote reasonable periods of time to represent assigned work groups during normal working hours, without loss of pay, but not to exceed more than one (1) hour per pay period.

Section 6: The City shall not treat a Union steward any more favorable or less favorable than any other employee of the City.

Section 7: The City will afford space on the City's bulletin boards for use by the Union for the purpose of posting notices relating to the Union. Such notices shall be restricted to; (1) changes in rules and regulations of the Union; (2) changes in personnel on committees and officers of the Union; (3) notice of time and place of regular and special Union meetings, social functions and entertainments sponsored by the Union or its International; and (4) notice of Joint Apprenticeship and Training Committee meetings and proposals of other committees created under this Agreement.

ARTICLE V - COMMITTEE FOR UNION - MANAGEMENT COOPERATION

Section 1: The parties recognize that during the period in which this Agreement is in effect, problems of administration of this Agreement may arise which are not anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union and among both management and non-management employees, if both the City and the Union continue to enlarge their respective efforts to gain a better appreciation and understanding of each other's problems and objectives. They recognize that frequently what first appears to be problems or areas of conflict and disagreement, are actually the result of misunderstandings which are cleared away upon a complete and frank exchange of viewpoints and ideas. They believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of this Agreement, a better atmosphere in which they both desire, can be created through meetings of the kind described below

Once each month or as needed, meetings may be held during the term of this Agreement of the committee formed as part of this Article. It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which arise concerning administration, interpretation or application of the Agreement or other matters, which either party believes, will contribute to the improvement in this relationship between them within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting collective bargaining negotiations nor for any purpose which in any way will modify, add to, or detract from the provisions of this Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels, and with and between all employees covered by this Agreement and to find ways to overcome difficulties, influences, or attitudes which interfere with such relationships.

This committee shall also consider handling problems concerning the safety of working conditions. Each of the parties recognizes the importance of protecting the health life, and limb of employees and the City will make every reasonable effort to improve conditions that promote health and safety among City employees. This committee may make recommendations respecting conditions, which in its opinion would make working conditions safer.

This committee shall meet as often as necessary and shall administer the Registered Apprenticeship Agreement, between the City and the Union.

The committee shall be composed of two (2) members designated by the union and two (2) members designated by the City. Any recommendations must be adopted by a majority of the committee.

ARTICLE VI - GRIEVANCE PROCEDURE

A grievance is defined as any dispute involving the application or alleged violation of any provision of city policy, or work activity, or dispute involving the interpretation of a union agreement with the City that cannot be satisfactorily resolved as a result of a discussion between the aggrieved employee and his/her immediate supervisor.

Section 1: An employee shall reduce in writing and submit to his department head the grievance within ten (10) calendar days following the day on which the grievance occurred or when the employee should have had reasonable knowledge of the occurrence. The written grievance shall contain a statement of the facts, the revision or provisions of the Agreement or working condition or employment, which the employee believes, may be a basis for corrective action by the aggrieved employee or union representative. An employee may have the Local Union steward and/or the local business representative present at the time of discussion with the employer, who in the first instance shall be his/her department head. All grievances shall be answered in writing within ten (10) calendar days of the receipt of the grievance.

Section 2: Should the parties fail to agree upon a satisfactory disposition of the grievance, the matter may be referred within ten (10) calendar days by the employee to a conference between the Union and the Commissioner in charge of the department. A written answer to the grievance shall be submitted within ten (10) calendar days of the conference.

Section 3: In the event the grievance is not resolved under the procedures of Section 2, the employee may request, in writing, a hearing with the City Commission within ten (10) calendar days of the decision being received by the employee under Section 2. The Commission at its next regularly scheduled meeting, in executive session shall set the hearing date. The hearing shall be scheduled and held within the following two weeks and be conducted in an executive session under procedure to be established by the commission. The Commission will make a decision and the employee notified within ten (10) days of said hearing.

Section 4: Any grievance not resolved as a result of the hearing described in Section 3 may be referred, by either party, to the Department of Labor Management pursuant to SDCL 3-18-5.2. The appeal must be initiated within thirty (30) calendar days following notification of the decision by the City Commission. No grievance shall be entertained or processed unless it is submitted in accordance herewith. Failure of either party to abide by the time limits set forth in this procedure shall mean that the grievance is resolved according to the remedy sought or deemed not to exist.

Section 5: Any time limits under any section may be extended by mutual written agreement by the City and the employee or the Union.

Section 6: This system is intended to protect the employee and give them a means of appeal in matters of importance. For example: A discharge of an employee for what is felt by him/her to be a lack of cause.

Section 7: At any time, the employee or the Union may dismiss or drop a grievance. The dismissal of the grievance shall not be viewed as precedent for a grievance on identical topic matter of another employee.

ARTICLE VII - SENIORITY

Section 1: A regular employee will accumulate seniority based on the employee's date of hire and total continuous service with the Department.

Section 2: Any temporary or part-time employee, whose employment arrangement is changed to full-time status, shall be treated as a new employee. Once an employee is offered full-time status his date of employment shall be determined by subtracting one (1) day for each day that he has worked for the City from the date he/she is offered full-time employment.

Section 3: Seniority rights shall not apply to a probationary employee. After an employee has satisfactorily completed the probationary period, seniority will be established as of the employee's date of hire.

Section 4: In the event it becomes necessary to lay off employees for any reason, an employee will be laid off in inverse order of their seniority in the particular job or in their particular department if the jobs are similar. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled, if qualified to perform the work. All seasonal or part-time employees shall be laid off before any full-time employees are laid off.

A) Transfer and Promotions

1) Employees may be transferred from one (1) department to another as need may rise, or upon request. (see personnel office)

2) If it is found you are not fully suited for your work, an attempt will be made to transfer you to other work suitable to your qualifications with the hope you will then make satisfactory progress. After you have performed satisfactorily, and have demonstrated qualifications for advancement, you will be considered for promotion to positions which may pay a greater wage and utilize greater skills. Vacancies in higher positions will be filled by deserving employees of the city whenever possible.

3) Promotion within the City shall be by department, on a seniority basis with the most senior employees within the department considered first (1st) for promotion. Determination of position qualifications is a prerogative of the city. Any promoted employee shall be granted a thirty (30) day trial period to determine:

   i. His/her ability to perform the job.
   ii. His/her desire to remain on that job.
   iii. During the thirty (30) day trial period an employee may elect to revert back to his/her previous position without penalty or prejudice.

4) If the city is unable to fill a vacancy by promotion from within, it may hire from outside the work force. When a vacancy occurs and no employee, in the opinion of the city is eligible to fill the vacancy, a new employee may be hired. New employees will be subject to a six (6) month training period.

5) If the employee desires a transfer to another job, the employee shall submit an application in writing to the Supervisor. The application shall state the reason for the transfer in addition to the job title the employee wishes to transfer to.

Section 5: The City shall give credit for prior service for seniority and other length of service benefits to any person laid off and subsequently re-employed by the City; provided, the reemployment occurs within twelve (12) months of layoff.

Section 6: If an employee is granted a leave of absence by the City and if the absence does not exceed six (6) months, then the employee's service will be considered continuous.

Section 7: An employee who leaves the employment of the City to enter the Armed Forces, either by enlistment or by draft, shall be reinstated, as provided by federal law, upon application within ninety (90) days after the individual is first eligible for honorable discharge or is released from active duty, whichever occurs first; provided, the person qualified under the seniority rules and is capable of performing the work required. Upon reinstatement, such employee will be given credit for continuous service prior to entering the Armed Forces, plus full credit for time spent in such service.

Section 8: An employee shall forfeit seniority when an employee:

A) Quits
B) Retires
C) Is discharged, with cause
D) Fails to report for work within seven (7) days after being notified to return following a layoff.
E) Is laid off for a continuous period oftwelve (12) months.
F) Is absent for eighteen (18) months, or a time equal to one-half (l/2) of the employee's seniority, whichever is less, because of a non-occupational injury or illness, unless such time is extended in writing by the City.
G) Is absent for twenty-four (24) months, or a time equal to one-half (1/2) of the employee's seniority, whichever is less, because of an occupational injury or illness, unless such time is extended in writing by the City.

ARTICLE VIII - DISCIPLINARY ACTION

All City employees are responsible for carrying out city policy for the good of the City and its citizens. When disciplinary action is necessary, it is the responsibility of the supervisor to initiate, administrate and carry through the proper action. Employee shall not be disciplined, suspended or discharged without just cause.

Section 1: The cause for which an employee may receive disciplinary action include the following but not limited to:

A) Incompetence or inefficiency
B) Violation of safety rules
C) Disregard for authority and willful failure to obey lawful orders.
D) Failure to meet departmental physical fitness standards.
E) Deceit or falsification of records
F) Disclosure of confidential information
G) Theft or other acts of turpitude tending to discredit the city
H) Use of or under influence of intoxicating liquor or drugs on the job or in or on city property
I) Abuse of sick leave privilege
J) Continued tardiness
K) Any action which is detrimental to the efficiency or effectiveness of the operation of the city
L) Any action which is detrimental to or discredits the city
M) Any action which threatens the safety and security of the city employees or the general public
N) A violation of a departmental rule or procedure

Section 2: Whenever the City determines that disciplinary action is to be imposed upon an employee, these steps shall be followed:

A) For first (1st) offense a documented verbal reprimand.
B) For second (2nd) offense, depending upon severity, up to or including a written reprimand or a suspension without pay or demotion.
C) For a third (3rd) offense, depending upon the severity of the offense, a suspension without pay, up to and including, demotion or discharge.
D) No reprimand shall be needed to discharge an employee for being under the influence of alcohol or drugs while on duty. (Subject to the city's work rules relating to chemical dependency on drugs or alcohol) theft or other acts of moral turpitude or in any other manner converting employer's property, disregard for authority and willful failure to lawful orders, assaulting a city officer, supervisor or employee on the premises or any conduct which threatens the safety and security of city employees or the general public.
E) A reprimand or other disciplinary action shall remain as a part of the employee's permanent record for a period of twenty-four (24) months from the last completed date of disciplinary action.

ARTICLE IX - SICK LEAVE

The City policy with reference to sick leave is as follows:

Section 1: Probationary and permanent employees will receive sick leave credits at the rate of one-half (½) day per pay period (twenty-six [26] pay periods per year) or thirteen (13) days per year. In the event of illness an employee will receive eight (8) hours for each regular workday he/she is absent from work to the extent of his/her earned sick leave credits.

Section 2: Temporary employees do not receive any sick leave credits.

Section 3: Employees shall be charged for sick leave only for absence on days when they would otherwise work and receive pay.

Section 4: Sick leave shall be granted to employees:

A) When they are incapacitated from the performance of their duties due to illness, injury or pregnancy and confinement.
B) For medical, dental, or optical examination or treatment.
C) When a member of the immediate family or the employee is afflicted with an illness and requires the care and attendance of the employee.
D) When, through exposure to illness, the presence of the employee at his/her post of duty would jeopardize the health of others.

E) Any employee whose wife is giving birth to a child shall be granted two (2) days sick leave one (1) of which may be taken at the time of delivery and one (1) at the time of wife's release from the hospital.

F) Employees may use up to two (2) days of sick leave for funeral leave in accordance with Article XIII B.

G) The department supervisor may require a doctor's certification to establish the employee illness if the illness extends beyond three (3) days.

H) Employees are expected to employ the sick leave provisions only in the event of actual illness. Abuse of the privilege by any employee and deliberate deceit in connection with the use of this privilege will result in discharge of the employee.

I) Procedures:

   a. When an employee is ill and unable to work, he/she shall call his/her supervisor.

   b. The number of hours of sick leave will be notated on the employee's time sheet and charged against his/her accumulated sick leave by the Finance Office.

   c. An employee who abuses the sick leave privilege may expect disciplinary action pursuant to City policy

J) Twenty-five percent (25%) of base wage for accrued sick leave will be reimbursed to employee upon resignation for all employees hired prior to January 1, 2005. All employees hired after January 1, 2005, shall be paid twenty-five percent (25%) up to a total of four hundred eighty (480) hours.

ARTICLE X - LAYOFF RECALL - JOB OPENINGS - NEW POSITIONS

Section 1: All vacancies in positions covered by this Agreement shall be posted and held open for at least five (5) working days. Employee applications will be considered in the selection of persons to fill such vacancies.

Section 2: If new job positions are established or job descriptions change during the term of the agreement, the City agrees to meet with representatives of the Union to review such new position descriptions and to negotiate a wage rate for the employees as affected.

Section 3: The City shall notify, in writing any employee who is to return to work following a layoff. The City shall personally deliver or shall mail such notice by certified mail, return receipt requested, to the last address furnished the City by the employee. Any employee so notified must, within seven (7) days of receipt of such notice, advise the City, in writing, as to whether or not the employee intends to return to work. A returning employee shall report for work on the day designated by the City.

ARTICLE XI - HOLIDAYS

Section 1: The City will pay each employee eight (8) hours of regular pay for each of the following holidays.

1) New Year's Day
2) Martin Luther King Day
3) President's Day
4) Good Friday
5) Memorial Day
6) Juneteenth
7) Independence Day
8) Pioneer Day
9) Labor Day
10) Veteran's Day
11) Thanksgiving Day
12) Christmas Day

Section 2: When a holiday falls on Sunday, the following Monday shall be considered to be the holiday. When a holiday falls on Saturday, the preceding Friday shall be considered the holiday. Award four (4) additional hours of holiday pay each December 24th if that date falls on a regular workday.

Section 3: Whenever an employee is required to work on a holiday, the City will pay the employee the allowed regular pay, plus time and one-half (½) for the number of hours actually worked. If employee is required to work Thanksgiving Day or Christmas Day, the employee will be paid the allowed regular pay plus double time for hours actually worked.

Section 4: Employees shall only be eligible to receive these holidays off with pay if they have worked or were on paid leave on the last shift prior to the holiday and the first shift after the holiday.

Section 5: If the holiday is observed on the employee's day off or during his/her vacation, he/she will be paid regular pay for the non-worked holiday.

ARTICLE XII - VACATION

Section 1: Regular and probationary employees shall accrue vacation according to the following schedule. The date of hire and the anniversary thereof shall determine length of employment.

Length of Employment	**Accrual Rate**
Date of hire thru fifth (5th) year.	6.67 hours per month
Sixth (6th) thru thirteenth (13th) year.	10.00 hours per month
Fourteenth (14th) thru twenty-fourth (24th) year.	13.33 hours per month
Twenty-fifth (25th) thru thereafter.	16.67 hours per month

Section 2: The maximum number of hours of vacation time that an employee may accumulate shall be limited to an amount equal to two (2) times the employee's current annual accrual rate. When an employee reaches the limit, no further vacation time can be accrued until the total amount is reduced below the maximum. In the event of accident, sickness, or an emergency working condition the City may, on an individual employee basis, extend the maximum.

Section 3: Vacation leave will be granted to regular employees only. Probationary employees, upon becoming a regular employee, shall be credited with vacation leave time accrued from the date of hire.

Section 4: The employee shall be responsible for scheduling vacation leave so that accrual will not be lost.

Section 5: Vacation leave may be taken in increments equal to one-quarter (¼) hour with supervisors' permission.

Section 6: Requests for vacation leave must be made a reasonable time in advance to avoid impairing the work of the department.

Section 7: Requests for vacation leave must be submitted to and approved by the employee's immediate supervisor.

Section 8: For vacation requests made prior to the first day of April, seniority shall be used to resolve vacation scheduling conflicts, within a unit. Beginning April 1, vacation requests within a unit, shall be scheduled on a first (1st) request, first (1st) honored, basis.

Section 9: If a holiday, as established in this Agreement, occurs during an employee's vacation leave, the holiday time shall not be charged against the employee's accrued vacation pay.

Section 10: An employee's vacation pay shall be at the same rate as the employee's regular rate of pay.

Section 11: Employees who are laid off or discharged, who resign or retire after giving two (2) weeks' notice to the City, or who are called to military service, shall receive payment of such vacation time as is due them. Cash payments in place of vacation privileges are not permitted.

Section 12: Employees will be allowed to accumulate an extra forty (40) hours of vacation leave during their retirement year only.

ARTICLE XIII - LEAVES OF ABSENCE

A leave of absence (LOA) is a privilege given to a full-time employee or permanent part-time employee. It allows you to be absent from employment for a period of time without having to terminate employment or lose any benefits you may have accrued up to that time.

You may request a leave of absence after being employed six (6) months. If convenient, a leave of absence without pay may be arranged through your department head and the Finance Office with final approval by the Board of Commissioners. Earned vacation must be used before a LOA will take effect.

If a leave of absence is necessary, you should obtain a Status Change Form through your department head, or Finance Office, and complete the form as far in advance as possible so that your supervisor may arrange for the necessary approval and coverage of your work during your absence. Each case is decided on its own merit. You should submit the form through your supervisor. The supervisor will then submit the form to the Finance Office.

A) Generally, dependent on your situation, LOA's will be granted for the following reasons after earned vacation is used:

1) Maternity-three (3) months
2) Extended illness beyond accrued sick leave sixty-nine (69) days.
3) Military reserve training-fifteen (15) days
4) Marriage-two (2) weeks
5) Extended vacation-one (1) week
6) Death and funerals as needed, with approval to a maximum of two (2) weeks

B) Funeral Leave

1) A paid funeral leave of three (3) days will be granted to any probationary or permanent employee to attend the funeral of a member of his/her family. A member of his/her family shall be interpreted to mean husband, wife, son, daughter, father, mother, brother, sister, grandmother, grandfather, stepson, stepdaughter, stepfather, stepmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, and stepsiblings of the employee or spouse. Two (2) additional days may be charged to sick leave and if more time is needed the additional time may be charged to vacation. In the event of a funeral of an Aunt, Uncle, Niece, or Nephew, an employee may take two (2) days off with pay to be charged to sick leave and if additional days are needed these days may be charged to vacation.
2) In addition, in the case of the death of any of the above-named relatives, two (2) additional days shall be granted where travel (at least two hundred [200] miles one [1] way) is necessary, provided the same is approved by the department head. In the case of death of an Aunt, Uncle, Niece, or Nephew, two (2) days travel (must be at least two hundred [200] miles one [1] way) leave shall be given to attend the funeral to be deducted from the employee's sick leave, with prior approval of the department head.

C) Active Reserve Duty

Any employee who has served his/her probationary period and who is a duly qualified member of the "ready reserve" of an organized unit, and who, in order to receive military training with the Armed Forces of the United States of America, is required to have leave, shall be given fifteen (15) days in any one calendar year. Such leave shall be unpaid. An employee shall be granted an unpaid leave for:

1) Military Leave subject to and consistent with SDCL 3-6-19, any employee who has served his/her probationary period and reports for and performs duty in any branch of the Armed Forces shall be entitled to reinstatement with the employer provided:

a) He/she makes written application for reinstatement for the position held prior to his/her service within ninety (90) days of his/her release from the service or within ninety (90) days after hospitalization continuing after such release for a period not to exceed one (1) year.
b) The position with the employer still exists.
c) The employee is capable of discharging the duties of the position.
d) Separation from the Armed Forces was other than dishonorable.

D) Union Conventions

Employees who are officers of their Unions shall be entitled to unpaid leave to attend an annual convention or a state convention of the Union. Such leave shall include necessary travel time to get to the place of the convention.

E) Leave of Absence for Valid Reasons

F) Leave of absence for valid reasons may be extended for a maximum of thirty (30) days. You are limited to one renewal. This must be requested as early as possible, but before the last week of your initial LOA. Any absence after this will result in a poor reference if absence is not a valid reason. Employment and leave of absence shall both terminate if you accept other employment. All former employees reemployed shall resume the status of a new employee and shall receive no credit for broken service unless a leave of absence has been granted.

G) Jury Duty

As a full-time employee, if you are called for jury duty after you have completed the six (6) month probationary period, you should inform your department head and the Finance Office immediately. If jury pay is less than regular pay, the difference in pay for all scheduled working days served on jury duty will be paid. Salary will be calculated on a forty (40) hour workweek. Evidence of jury pay, and the amount of payment must be shown to the Supervisor.

H) Family Medical Leave

"All FMLA rights shall be referred to and governed by the City Policy on Family Medical Leave Act. The City of Madison adheres to the federal law and regulations."

ARTICLE XIV - INSURANCE AND RETIREMENT

Section 1: Health Insurance:

A) The City shall provide group health and dental insurance plans for all full-time employees in the bargaining unit and their dependents electing to be covered by such insurance.

B) For calendar year 2022, the City paid a monthly health/dental insurance benefit to employees. This employer payment was increased in July, 2022 to the following rates: of $732.38 for single coverage, $1,195.42 for employee + one coverage, $1,327.87 for employee + children coverage and $1,394.14 for family coverage.

C) Insurance Committee

D) In the spirit of working toward a partnership between management and employees, the City has created an insurance committee that is designed to review the current plan, schedule of benefits, service, utilization, rates, and any new proposals. This committee will consist of both non-voting and voting members and the following positions included are:

NON-VOTING:

City Finance Officer (non-voting member)

Union Stewards from represented bargaining units (non-voting members)

VOTING:

Assistant to the Finance Officer

Two (2) employees from the Teamsters department

One (1) employee from the Electric department

One (1) employee from Public Safety (either Fire or Police)

Three (3) employees At-Large

One (1) Finance Commissioner

One (1) Department Head

This committee will work together to provide recommendations to the City Commission each fiscal year prior to the renewal of the insurance currently implemented.

Section 2: Life Insurance:

Group life insurance is available for all permanent full-time employees. The City pays the cost of the term insurance on employee. The employee must pay the premium costs for spouse and dependents. The term insurance is for thirty thousand dollars ($30,000.00) on the employee, and ten thousand dollars ($10,000.00) on the spouse and five thousand dollars ($5,000.00) for each child, no more than five (5) children per family.

Section 3: Retirement:

The Employer will continue its policy of membership in the retirement program of the State of South Dakota for employees of municipalities and will continue to pay the appropriate state percentage match of employee's salary into such fund.

A). Special Pay Plan

"It is the intent of the City and the Union to provide the Special Pay Plan for its employees. SDRS provides a special pay plan for all eligible employees. The City will follow the SDRS rules and policies where it relates to the Special Pay Plan. For more information, please see the City Policy."

B). A retiring employee is able to retain group health and dental coverage by paying one hundred percent (100%) of each monthly premium if eligible for SDRS benefits and has fifteen (15) years of full-time cumulative service. Coverage may continue until retiree reaches the age of sixty-five (65) or otherwise qualifies for the Medicare program.

ARTICLE XV - HOURS OF WORK

Section 1: The normal workweek shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday. The normal workday shall consist of eight (8) hours between 7:00 a.m. and 4:00 p.m., with (1) hour off for lunch. This daily schedule may be altered by no more than one (1) hour for some or all employees, by mutual agreement between the City and the Union.

Section 2: Employees shall be allowed to take a fifteen (15) minute rest break during each working half (½) day.

ARTICLE XVI - OVERTIME-STANDBY-MEALS-CALL OUT

Section 1: When it is necessary for employees to work at times other than normal working hours, those employees shall be paid at one and one-half (1 ½) times the regular rate of pay for the hours worked beyond forty (40) hours in a work week defined as Monday through Friday from 7:00 am to 4:00 pm as normal hours. The Electrical Department shall have the right to modify normal working hours for the completion of specific tasks requiring scheduling outside of the normal work hours for up to a week. Any extended change of normal hours shall require commission approval for changes up to a month in duration. The City shall notify the Union of any change to normal working hours for less than a month. Any change beyond a month in duration shall require a negotiated change of contract terms and conditions. Work related to an emergency is not covered under this section.

The employee may at his/her option choose comp-time instead of wages, however, the comp-time shall be figured at the one and one-half (1 ½) times for each hour of overtime worked same as wage. If an employee

chooses to have the comp-time instead of the wage he/she must use the comp-time before the next pay raise. If the comp-time is not used before the next pay increase the employee shall be paid in wages for the time worked at the applicable rate. Under no circumstance shall comp-time carry over to the next pay raise.

Section 2: A minimum of two (2) hours of pay at the overtime rate shall be paid to all employees who are called back to work after having been released from their regular day's work. If employees are called to work two (2) hours or less prior to the start of the regular workday, overtime will be paid for the actual time worked from the time of call back to the commencement of the regular workday.

Section 3: Regular employees who have worked sixteen (16) hours or more in any twenty-four (24) hour period will, upon release from work, be entitled to an eight (8) hour rest period without loss of pay for regularly scheduled hours of work. If it is not practical to release a regular employee after the regular employee has worked sixteen (16) hours or more in a twenty-four (24) hour period, said regular employee shall be paid at the overtime rate until his release.

Section 4: When employees are required to work more than three (3) hours past their normal quitting time on a regular day, an in-state meal per diem will be paid. If employees are called to work two (2) hours before the start of the regular workday, an in-state breakfast per diem will be paid. When emergency conditions require extended or unusual work conditions a lunch shall be provided every four (4) hours worked, a hot meal every eight (8) hours, until released.

Section 5: Standby-all employees will be required to take their turn providing after hours on standby from Monday at 7:00 am to the following Monday at 7:00 am. Compensation shall be forty dollars ($40.00) per day. Employees will be required to respond to any call-in within twenty (20) minutes and will be expected to make necessary accommodations to meet that response time. Failure to adhere will result in disciplinary action.

ARTICLE XVII - WORKING RULES

Section 1: The employer shall not require men covered by this Agreement to do new construction work out of doors during unreasonable weather conditions unless work is necessary to protect life or property or to maintain service to the public.

Section 2: The Employer shall provide rain clothing, helmet (hard hat), scare straps and gaffs, safety belts, climbing hooks and all other tools necessary.

A) Safety Glasses- “Employees will receive prescription safety glasses once every two (2) years unless there is damage to the glasses by performing work for the City. Supervisor must approve additional safety glasses within that two (2) year period.”

Section 3: Uniforms

The City shall furnish every employee whose work responsibility requires then to work in an electrical hazard area, an initial set of uniforms to be selected by the City. The initial uniforms shall include four (4) FR rated shirts, four (4) one hundred percent (100%) cotton T-shirts, four (4) FR rated jeans, one (1) FR rated coat, one (1) FR rated sweatshirt and one (1) FR rated bib overall. Each year thereafter the City agrees to replace two (2) shirts and two (2) pants or a combination there of due to wear. The City will also replace any of the initial set of clothing for work related damage. The Department Head is responsible to order all uniforms. An annual boot allowance of one hundred fifty dollars ($150) (taxed per IRS standards) will be paid each year with Payroll #1. Only employees on the payroll on that date will receive the stipend. Employees will be expected to wear and maintain work appropriate boots.

Section 4: When an employee is required to be away from home overnight or longer, the Employer will provide necessary lodging, meals and cost of transportation. If the employee is required to use his personal automobile in the Employer's service, payment therefore shall be under the established Travel Regulation of the City of Madison.

Section 5: The Employer will pay the fees for all State licenses required for its employee.

Section 6: It is the policy of the City and the Union to prohibit discrimination and harassment. Employees should refer to the City Policy on Discrimination and Harassment.

ARTICLE XVIII - SEVERANCE PAY

Section 1: Upon termination of employment, employees who have served the City five (5) years or more will receive severance pay, one (1) week's pay at the employees then current pay for each five (5) years of continuous service, or prorated amount thereof. Any employee who is discharged with cause by the City shall not be entitled to or receive severance pay.

ARTICLE XIX - DEDUCTION OF UNION DUES

Section 1: Where not in conflict with Federal or State Laws or regulations the Employer agrees that any employee covered by this Agreement may, upon written instructions to the Employer, request the Employer to deduct his current union dues from his earnings once each month, and the Employer further agrees that amounts so deducted will be turned over monthly to the financial secretary of the local union representing such employee. It is understood that the written instructions to the Employer authorizing such deductions of Union dues must be acceptable to the Employer.

The amount of dues to be deducted shall be certified by the Union at the effective date of this Agreement and may not be changed so far as the Employer is concerned during the contract year.

Section 2: Such written authorization shall be voluntary on the part of any employee and may be revoked by such employee at any time by giving the Employer and the Union written notice of such revocation.

Section 3: This Agreement to deduct Union dues shall not apply to initiation fees, special assessments, or payments of any kind due the Union by the employee other than current Union dues.

Section 4: If there should be insufficient pay due the employee after all mandatory deductions have been made, the Employer shall be relieved of all obligations to deduct the Union dues for that period and the Employer shall not be required to deduct in a subsequent pay period the dues which were not deducted earlier due to insufficient pay.

Section 5: The Employer shall not be liable to the Union by reason of the requirements of this article for the remittance or payment of any sum other than that authorized by the employee constituting actual deductions made from wages earned by the employee.

In addition, the Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this section.

Section 6: The instruction for the deduction of dues shall be in the following form:

VOLUNTARY CHECK-OFF FORM

_____, 20___

I certify that I.B.E.W. Local No. 426 is my designated collective bargaining representative and I hereby voluntarily authorize the City of Madison to deduct from any earnings due me on the first pay day in each month my monthly union dues for the preceding month as certified by the Union and pay the same to the financial secretary of said Union. This authorization may be revoked by me at any time upon thirty (30) days' written notice to the Employer and the Union, or upon termination of my employment.

Dated at Madison, South Dakota on this _____ day of.
October 2022

CITY OF MADISON, A Municipal Corporation

BY: _____
-Mayor
Roy Lindsay

BY: _____
Commissioner

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local 426

BY: _____
-Business Manager
Dylan Meyer

BY: _____
-Member Negotiating Committee
Roy Brown

SCHEDULE "A"

		EFFECTIVE 1/1/2022			
	% of JL Rate	%	$	Performance Bonus	
Electric Utility Supervisor	112%		$45.15		$45.83
Lead Line Worker	106.65%		$43.00		$43.64
Line Worker w/ State Electrical Contractors License	101.5%		$40.92		$41.53
Line Worker	100%	3%	$40.31	1.5%	$40.92
Apprentice Line Worker					
8th 6 Months	90%		$36.28		$36.83
7th 6 Months	85%		$34.27		$34.78
6th 6 Months	80%		$32.25		$32.74
5th 6 Months	75%		$30.24		$30.69
4th 6 Months	70%		$28.22		$26.60
3rd 6 Months	65%		$26.20		$26.60
2nd 6 Months	60%		$24.19		$24.55
1st 6 Months	55%		$22.17		$22.51
Meter Reader (of JL Scale)	78%		$31.45		$31.92
Apprentice Meter Reader					
4th 6 Months	90%		$28.30		$28.73
3rd 6 Months	80%		$25.16		$25.53
2nd 6 Months	70%		$22.01		$22.34
1st 6 Months	60%		$18.87		$19.15

Memorandum of Understanding

Between City of Madison and IBEW Local 426

On October 18, 2022 the undersigned parties hereby agree to retroactive pay for the employees covered under the attached "Schedule A":

1. An increase of 3.0% from December 19, 2021 to the current date for cost of living adjustment.
2. An increase of 1.5% from December 19, 2021 to the current date for individual performance-based increases based on performance review documentation.
3. An increase of 3.0% from July 3, 2022 to the current date for a mid-year pay increase.

X

Dylan Meyer
Business Manager-IBEW Local 426

X

Roy Lindsay
Mayor

		% of JL Rate	2021 Current Rate	2022 COLA	2022 Performance (if eligible)	2022 Current Rate (Based on Level A of pay)	2022 Current Rate (Based on Level B of pay)
				Level A Jan 2022	Level B Jan 2022	Level C July 2022	Level C July 2022
Electric Utility Supervisor		112%	$ 43.84	$ 1.32	$ 0.68		
	$45.15			$ 45.16	$ 45.83	$ 1.35	$ 1.37
	$45.83					$ 46.51	$ 47.21
	$47.20						
Lead Line Worker		106.65%	$ 41.74	$ 1.25	$ 0.64	$ 1.29	$ 1.31
	$43.00			$ 42.99	$ 43.64	$ 44.28	$ 44.95
	$43.64						
	$44.95						
Line Worker w/ State Electrical Contractors License		101.50%	$ 39.73	$ 1.19	$ 0.61	$ 1.23	$ 1.25
	$40.92			$ 40.92	$ 41.54	$ 42.15	$ 42.78
	$41.53						
	$42.78						
Line Worker		100%	$ 39.14	$ 1.17	$ 0.60	$ 1.21	$ 1.23
				$ 40.31	$ 40.92	$ 41.52	$ 42.15
Apprentice Line Worker							
8th 6 Months		90%	$ 35.23	$ 1.06	$ 0.54	$ 1.09	$ 1.10
	$36.28			$ 36.28	$ 36.83	$ 37.37	$ 37.93
	$36.83						
	$37.93						
7th 6 Months		85%	$ 33.27	$ 1.00	$ 0.51	$ 1.03	$ 1.04
	$34.27			$ 34.27	$ 34.78	$ 35.30	$ 35.82
	$34.78						
	$35.82						
6th 6 Months		80%	$ 31.31	$ 0.94	$ 0.48	$ 0.97	$ 0.98
	$32.25			$ 32.25	$ 32.74	$ 33.22	$ 33.72
	$32.74						
	$33.72						
5th 6 Months		75%	$ 29.36	$ 0.88	$ 0.45	$ 0.91	$ 0.92
	$30.24			$ 30.24	$ 30.69	$ 31.14	$ 31.61
	$30.69						
	$31.61						
4th 6 Months		70%	$ 27.40	$ 0.82	$ 0.42	$ 0.85	$ 0.86
	$28.22			$ 28.22	$ 28.64	$ 29.07	$ 29.50
26.6 - WRONG							
27.4 - WRONG							
3rd 6 Months		65%	$ 25.44	$ 0.76	$ 0.39	$ 0.79	$ 0.80
	$26.20			$ 26.20	$ 26.60	$ 26.99	$ 27.40
	$26.60						
	$27.40						
2nd 6 Months		60%	$ 23.48	$ 0.70	$ 0.36	$ 0.73	$ 0.74
	$24.19			$ 24.19	$ 24.55	$ 24.91	$ 25.29
	$24.55						
	$25.29						
1st 6 Months		55%	$ 21.53	$ 0.65	$ 0.33	$ 0.67	$ 0.68
	$22.17			$ 22.17	$ 22.51	$ 22.84	$ 23.18
	$22.51						
	$23.18						
Meter Reader (of JL Scale)		78%	$ 30.53	$ 0.92	$ 0.47	$ 0.94	$ 0.96
	$31.45			$ 31.45	$ 31.92	$ 32.39	$ 32.87
	$31.92						
	$32.87						
Apprentice Meter Reader							
4th 6 Months		90%	$ 27.48	$ 0.82	$ 0.42	$ 0.85	$ 0.86
	$28.30			$ 28.30	$ 28.73	$ 29.15	$ 29.59
	$28.73						
	$29.59						

3rd 6 Months		80%	$ 24.42	$ 0.73	$ 0.38	$ 0.75	$ 0.77
	$25.16			$ 25.16	$ 25.53	$ 25.91	$ 26.30
	$25.53						
	$26.30						
2nd 6 Months		70%	$ 21.37	$ 0.64	$ 0.33	$ 0.66	$ 0.67
	$22.01			$ 22.01	$ 22.34	$ 22.67	$ 23.01
	$22.34						
	$23.01						
1st 6 Months		60%	$ 18.32	$ 0.55	$ 0.28	$ 0.57	$ 0.57
	$18.87			$ 18.87	$ 19.15	$ 19.43	$ 19.72
	$19.15						
	$19.72						

RESOLUTION NO. 2022-49

A RESOLUTION TO APPROVE A PLAT

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

That the plat of Lots 1 and 2 of Hyland Addition to the City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

Adopted this 17th date of October, 2022.

CITY OF MADISON

_____
Mayor

Attest: _____
Finance Officer

Published once at the approximate cost of $__.

21064-14

PLAT OF

LOT 1 AND 2 OF HYLAND ADDITION

AN ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA

GEODETIC BEARING

0 50 100 FT

W1/4 CORNER
12-106-53
FND REBAR
W/CAP #9924

1622.80' - N88°14'54"E

LOT 5
HIGHLAND INDUSTRIAL
PARK ADDITION

685.37'
S88°15'25"W

LOT 2
MADISON 2ND
INDUSTRIAL PARK

291.42'
S88°13'52"W

S88°13'52"W
41.25'

E1/4 CORNER
12-106-53

41.25'
R.O.W.

250.00'
S02°18'17"E

HIGHLAND STREET
SECTION LINE

HYLAND ADDITION

LOT 1
298,559± S.F.
6.85 AC.

SE1/4 EXC HWY &
EXC N334' E1018'
12-106-53

334.02'
S02°18'17"E

N88°14'54"E
636.80'

Line Table		
LINE #	LENGTH	DIRECTION
L1	44.00'	S2°18'17"E
L2	23.00'	N88°14'54"E
L3	40.00'	S2°18'17"E
L4	6.08'	S2°18'17"E
L5	33.75'	S88°13'52"W

N88°14'54"E
317.00'

LOT 2
27,435± S.F.
0.63 AC.

77.92'
S02°18'17"E

L1 L2 L3 L4 L5

N88°14'54"E
306.25'

SE1/4 EXC HWY &
EXC N334' E1018'
12-106-53

75.00'
R.O.W.

2633.01' - S2°18'17"E

SE CORNER
12-106-53
FOUND PK NAIL

-12-
PLAT
LOCATION

VICINITY MAP
SECTION 32-106-51

LEGEND

- ○ MONUMENT FOUND
- ● PROPERTY CORNER SET THIS SURVEY 5/8" REBAR WITH STAMPED PLASTIC CAP
- ▨ EXISTING UTILITY EASEMENT

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 9924
NATHAN W. NELSON
SOUTH DAKOTA
9/30/2022

PREPARED BY:
BANNER ASSOCIATES, INC.
409 22nd AVE. S.
BROOKINGS, SD 57006
(605) 692-6342
SEPTEMBER 2022

SURVEYOR'S CERTIFICATE

I, Nathan W. Nielson, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I did, on or before SEPTEMBER 19, 2022, survey that parcel of land described as THE NORTHERLY 334 FEET OF THE EASTERLY 1018 FEET OF THE SOUTHEAST QUARTER IN SECTION 12, TOWNSHIP 106 NORTH, RANGE 53 WEST, 5TH PRINCIPAL MERIDIAN IN LAKE COUNTY, SOUTH DAKOTA EXCEPT THAT PART OF LOT H-1 CONTAINED THERIN containing 7.48 ACRES.

The same shall hereafter be known and described as **LOTS 1 AND 2 OF HYLAND ADDITION, AN ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA**, and it is in all respects correct.

I further certify that to the best of my knowledge, the within and foregoing plat correctly represents the same.

Nathan W. Nielson
South Dakota Professional Land Surveyor, No. 9924
Banner Associates, Brookings South Dakota 57006
Phone # (605) 692-6342

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 9924
NATHAN W. NIELSON
SOUTH DAKOTA
9-30-2022

CERTIFICATE OF OWNER

I, William T. Hyland, do hereby certify that I am the sole, absolute, and unqualified owner of all land included in the above plat and that said plat has been made at our request and in accordance with my instructions for the purposes of transfer, and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations as well as all water pollution prevention control rules, codes and laws. This parcel of land is free from any encumbrances.

I hereby dedicate to the public for public use forever, the streets roads and alley's, parks and public grounds, if any, as shown on said plat, including all sewers, culverts, bridges, water distribution lines, sidewalks and other improvements on or under the streets, alleys, parks and public grounds whether such improvements are shown or not.

I also hereby grant easements to run with the land for water, drainage, sewer, gas, electric, telephone or other public utility lines or services under, on or over those strips of land designated hereon as easements.

On my behalf, as the owner, and also binding on behalf of future successors and assigns, I hereby waive any rights of protest to any special assessment program which may be initiated by the City for the purpose of installation of improvements required by the Subdivision Ordinance of the City of Madison and agree to follow all City of Madison ordinances associated with the development of this property.

I also do hereby certify that this plat of will not place any existing lot or building in violation of any applicable ordinance, code, regulation, or law including, but not limited to zoning, building, subdivision and flood prevention.

I further grant and certify that the roadway is a mutual access easement which is hereby created as a perpetual common unobstructed access in favor of the lots abutting on it. The easement is for vehicular and pedestrian travel over the roadway for the purpose of access to the abutting property. This covenant shall run with the land.

Dated this _____ day of _____, 20 _____.

_____
William T. Hyland

STATE OF _____

COUNTY OF _____

On this _____ day of _____ , 20 _____, before me the undersigned officer, personally appeared William T. Hyland, known to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the purposes therein contained.

In witness thereof, I have hereunto set my hand and official seal.

My commission expires: _____

_____
Notary Public

_____ County, South Dakota.

CITY ENGINEER'S CERTIFICATE

I, Weston Blasius, City Engineer of the City of Madison, do hereby certify that this plat has been reviewed by me or my authorized agent and that this plat is recommended for approval by the City Commission.

Dated this _____ day of _____ , 20 _____ .

_____
City Engineer
Madison, South Dakota

PLANNING COMMISSION CERTIFICATE

Approval of the **LOTS 1 AND 2 OF HYLAND ADDITION, AN ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA** addition is hereby granted by the City Planning Commission on this 11 day of October, 20 22.

_____
Chair, City Planning Commission

CITY COMMISSION APPROVAL

Resolution Number _____.

Be it resolved by the City Commission of the City of Madison, that the **LOTS 1 AND 2 OF HYLAND ADDITION, AN ADDITION TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA**, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

Adapted this _____ day of _____ , 20 _____ .

_____
Mayor, City of Madison

ATTEST: _____
City Finance Officer

CITY FINANCE OFFICER'S CERTIFICATE

I, _____ , the duly appointed, qualified and acting City Finance Officer of the City of Madison, South Dakota, hereby certify that I have compared the copy of the foregoing Resolution No._____ with the original as contained in the minutes of the said Board of City Commissioners for the meeting of said Board held on the_____day of_____, 20____ and that the foregoing is a true and correct copy of said resolution and that the same has not been altered, modified, or amended, on this_____day of_____, 20_____.

Passed and adopted this _____ day of _____, 2012.

_____
City Finance Officer
Madison, South Dakota

COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Lake County, South Dakota, do hereby certify that all taxes which are liens upon any land included in the above (and the foregoing) plats, as shown by the records of my office, have been fully paid.

Dated this _____ day of _____ , 20 _____ .

_____
Treasurer
Lake County, South Dakota

DIRECTOR OF EQUALIZATION

I, Director of Equalization of Lake County, South Dakota, do hereby certify that a copy of the above plat has been filed at my office.

Dated this _____ day of _____ , 20 _____ .

_____
Director of Equalization
Lake County, South Dakota

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA }
COUNTY OF LAKE } SS

Filed for record this _____ day of _____ , A.D., 20 ____ , at _____ o'clock ____ .M., and recorded in book _____ of Plats on Page _____ thereof.

_____
Register of Deeds
Lake County, South Dakota

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 9924
JONATHAN W. NIELSON
SOUTH DAKOTA
10-30-2022

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2021, between The City of Madison, South Dakota (the "City") and _____ ("the Contractor"), of _____.

1. **Independent Contractor**. Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform the services of Animal Control and the Contractor hereby accepts such engagement.

2. **Duties, Term, and Compensation**. The Contractor's duties shall be as set forth in the attached as Exhibit "A", which may be amended in writing from time to time or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the City, and which collectively are hereby incorporated by reference. This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through December 31, 2023. The Agreement may only be extended thereafter by mutual agreement by both parties and needs to be approved each year after 2023 annually by commission, unless terminated earlier by operation of and in accordance with this Agreement. Compensation for the services required and provided will be $400.00 per month scheduled to provide services at that City of Madison Animal Control Shelter and respond to animal calls as needed. The Contractor will be furnished with a specialized vehicle to apprehend and transfer animals.

3. **Expenses**. Contractor shall be responsible for recording expenses incurred in performance of this Agreement and shall submit the same to City within 5 business days of incurring the same for reimbursement. City will reimburse Contractor within 30 days of submission. No expenses exceeding $50.00 should be incurred by Contractor before discussing the same with City.

4. **Written Reports**. The City may request written reports of incidents or progress and Contractor will prepare and provide the same within 5 business days of the City's request.

5. **Confidentiality**. The Contractor acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the City and/or used by the City in connection with the operation of its business including, without limitation, the City's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the City.

6. **Conflicts of Interest**. The Contractor represents that he/she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much productive time, energy and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the City.

7. **Termination**. The City may terminate this Agreement at any time by 10 calendar days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or

offense, fails or refuses to comply with the written policies or reasonable directive of the City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the City may terminate this Agreement immediately.

8. **Independent Contractor**. This Agreement shall not render the Contractor an employee, partner, agent of, or joint ventures with the City for any purpose. The Contractor is and will remain an independent contractor in his relationship to the city. The City shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, retirement, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

9. **Choice of Law**. The laws of the state of South Dakota shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

10. **Headings**. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

11. **Waiver**. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

12. **Assignment**. The Contractor shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of the City.

13. **Modification or Amendment**. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

14. **Unenforceability of Provisions**. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that scans and electronic signatures shall be as effective as if originals.

CITY OF MADISON, SOUTH DAKOTA

By:_____
Its:_____ [title or position]

_____
Independent Contractor

FORM E

South Dakota Medical Cannabis Program
LOCAL GOVERNMENT COMPLIANCE CERTIFICATION

The purpose of this form is to collect the necessary information from applicants who seek a medical cannabis establishment registration certificate pursuant to ARSD 44:90:03:10 and ARSD 44:90:03:11

SECTION I. Establishment Information

Please provide the following information for the prospective medical cannabis establishment. For each establishment you are certifying within your jurisdiction, please provide a separate local government compliance certification form.

Legal Business Name	Type of Establishment(s)	
SF Partnership	☐ Cultivation	☐ Manufacturing
	☒ Dispensary	☐ Testing

Establishment Physical Address	Apartment or Suite #
1119 John Deere Circle	Suite B

City	County	State	ZIP Code
Madison	Lake	SD	57042

SECTION II. Ordinance Compliance

1. Are there Ordinances limiting the number of medical cannabis establishments within the jurisdiction?
   Yes ☒ (Go to question 2)
   No ☐ (Go to question 4)

2. How many of each establishment type are allowed by ordinance in the jurisdiction?
   a. Cultivation 2
   b. Manufacturing 2
   c. Testing 2
   d. Dispensary 2

3. When was the effective date for this ordinance?
   Effective Date May 11, 2022

4. Are there Zoning ordinances in effect relating to medical cannabis establishments?
   Yes ☒ (Go to question 5)
   No ☐ (Go to question 6)

5. Is the proposed location in compliance with zoning ordinances pertaining to medical cannabis? Yes ☒ No ☐

6. Does the jurisdiction require the applicant to obtain any local permits, licenses, or registrations pertaining to medical cannabis?
   Yes ☒ (Go to question 7)
   No ☐ (Sign and certify this form)

7. Has the applicant obtained the required local permits, licenses, or registrations pertaining to medical cannabis? Yes ☒ No ☐

SECTION III. Attachments

Please attach all ordinances related to medical cannabis with this form. If submitting multiple local government compliance certification forms, only attach local ordinances once.

SECTION IV. Certification

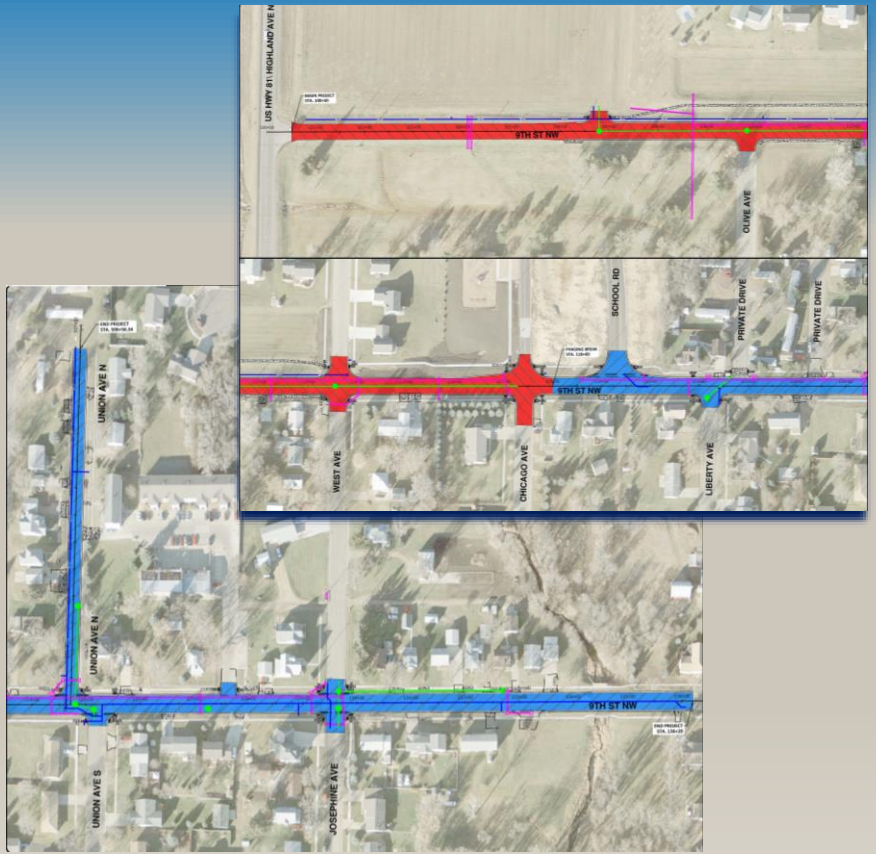
I certify that the above-mentioned medical cannabis establishment meets all applicable jurisdiction requirements.

Full Name (Printed)	Title	Jurisdiction
Roy	Mayor	City of Madison, SD
Full Name (Signature)		Date

2023 Donation/Funding Request Summary

Entity/Association	***2023 Request***	*2022 Request*
Lake Area Improvement Corp	**$ 140,000**	$ 140,000
LAIC - Forward Madison	**$ 120,000**	$ 120,000
Madison Chamber Of Commerce	**$ 95,000**	$ 95,000
Madison Volunteer Fire Department	**$ 15,000**	$ 15,000
East Dakota Transit	**$ 14,250**	$ 14,250
Madison Art Council	**$ 12,500**	$ 12,500
Lake County Historical Society - Smith Zimmerman	**$ 11,500**	$ 11,500
Domestic Violence	**$ 15,000**	$ 8,000
First District Council	**$ 9,925**	$ 9,632
Madison Community Band	**$ 3,750**	$ 3,500
Interlake Senior Citizen Center	**$ 7,000**	$ 2,000
ICAP - Senior Dining	**$ 2,750**	$ 2,500
Madison Tennis Association	**$ 750**	$ 750
Total	**$ 447,425**	$ 434,632

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



NW 9th Street/Union Avenue Phase 1 (red area)

NW 9th Street from Highland Avenue to Park Creek
N Union Ave. from NW 9th Street to Deadend

Work Completed:

- Phase 1 Removal of asphalt surfacing
- Phase 1 Watermain installation
- Phase 1 Sanitary Sewer installation
- Phase 1 Storm Sewer installation substantially complete

Work Remaining:

- Remaining Storm Sewer installation
- Curb and Gutter
- Asphalt surfacing
- Sidewalks
- Seeding

NW 9th Street/Union Avenue

THE CITY OF MADISON

RD Phase 1A and 1B

1A 23 block project area:
NW 3rd Street from Catherine Ave. to Chicago Ave
NW 4th Street from Kansas Ave to Chicago Ave
Catherine Ave., Olive Ave., West Ave., Chicago Ave., Liberty Ave. from NW 2nd Street to NW 5th Street
1B 21 block project area:
NW 5th Street from Catherine Ave and Union Ave
NW 6th Street from Catherine Ave to Olive Ave
NW 7th Street from Olive Ave to West Ave
Catherine Ave from NW 5th Street to NW 6th Street
Olive Ave from NW 5th Street to NW 8th Street
West Ave., Chicago Ave. - NW 8th St. to NW 9th St.
Liberty Ave from NW 5th Street to NW 9th Street
Union Ave from NW 2nd Street to NW 5th Street
West Ave from NW 6th Street to NW 7th Street

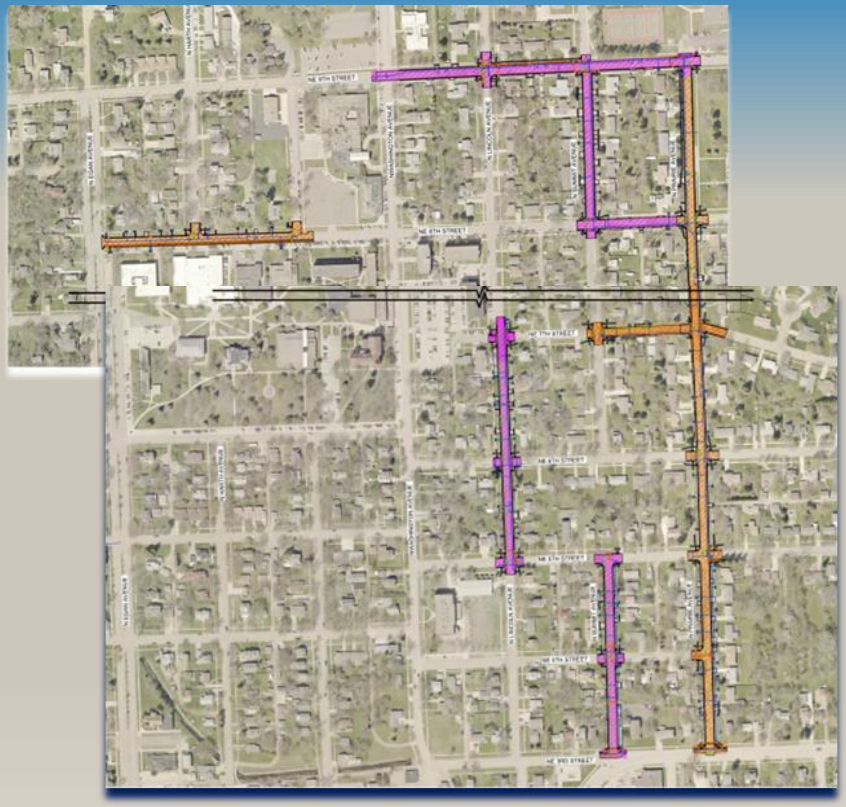
Major Work Completed:

- Phase 1A substantially complete
- Utility installations on all phases

Major Work Remaining:

- Remainder of curb and gutter and valley gutter installations.
- Completion of sidewalks and driveways adjacent to all streets and avenues.
- Completion of road preparation and asphalt paving on all streets and avenues.
- Installation of black dirt and final seeding throughout the project.

RD Phase 1A and 1B



RD Phase 2

20 block project area:
NE 9th Street from Washington Ave to Prairie Ave, NE 8th Street from Egan Ave to Lee Ave and Summit Ave to Prairie Ave,
NE 7th Street from Summit Ave to Prairie Ave,
Lincoln Ave from NE 5th Street to NE 9th Street,
Summit Ave from NE 3rd Street to NE 5th Street and 8th Street to 9th Street,
Prairie Ave from NE 3rd Street to NE 9th Street

Major Work Completed:

- Underground Utilities installed
- Curb and Gutter and asphalt paving on all streets other than Prairie Avenue
- Water tower Loop Line
- Hwy 34 Sanitary Sewer Crossing

Major Work Remaining:

- Remainder of curb and gutter and asphalt paving on Prairie Avenue
- Complete concrete flatwork such as driveways and sidewalks on streets
  Installation of black dirt and final seeding along the 20 blocks.

RD Phase 2