



BOARD OF COMMISSIONERS AGENDA
November 7, 2022
5:30PM – COMMISSION ROOM – 116 W CENTER ST

CALL TO ORDER

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/82338057967>

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Meeting ID: 823 3805 7967

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes – October 17, 2022
- 2) Minutes – October 24, 2022
- 3) Bills for Approval – November 9, 2022
- 4) Bills for Ratification – October 27, 2022
- 5) Bills for Ratification – November 2, 2022
- 6) Payroll Bills for Ratification – October 28, 2022
- 7) Personnel
- 8) Approve 2023 Alcoholic Beverage License Application Renewals – Liquor/Wine
- 9) Approve trade in of Recycling Facility skid steer for \$12,000
- 10) Authorize Mayor to Sign Grant Pre-Application for AIP 3-46-0029-024-2023 – Reconstruct Hangar Taxilanes, Airport Access Road, and Parking Lot – Construction
- 11) Authorize Mayor to Sign Grant Pre-Application for AIG 3-46-0029-025-2023 – Reconstruct Hangar Taxilanes, Airport Access Road, and Parking Lot – Construction
- 12) Declare Surplus Property and appoint appraisers – Pad mount transformers and pole mount transformers
- 13) Declare Surplus Property and appoint appraisers – Library Tables & Chairs

OLD BUSINESS

NEW BUSINESS

- 1) First Reading of Ordinance No. 1651 – Amend Appendix B Zoning Section 17.02
- 2) First Reading of Ordinance No. 1653 – 2023 Appropriations
- 3) Approve agreement with Banner Associates for ARPA Projects engineering services
- 4) Approve DGR Engineering Task Order #10 2022-2023 Electric Distribution Conversion Project Amendment #1
- 5) Approve DGR Engineering Task Order #11 Green Substation Improvements
- 6) Approve Teamsters 2023-2025 Collective Bargaining Agreement
- 7) Approve IBEW 2023-2025 Collective Bargaining Agreement
- 8) Consider Sidewalk Committee recommendations for 2023 Sidewalk Improvement Project
- 9) Update on Madison System Improvements Projects

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) Board Openings – Community Center Board: 1 opening for full-term and 1 vacancy with 1 year remaining on term

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 17, 2022
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 17th day of October with the following members present on roll call: Mayor Roy Lindsay and Commissioners Adam Shaw, Jeremiah Corbin, Kelly Dybdahl and Jerae Wire attended via zoom

The Pledge of Allegiance was recited.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to adopt the October 17th agenda. Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl, to approve the following items on the consent calendar: Minutes – October 3, 2022, Bills for Approval – October 19, 2022, Bills for Ratification – October 12, 2022, Personnel, Payroll Bills for Ratification – October 14, 2022, Set Date of Hearing – November 7th 2022 – 1st Reading 2023 Appropriations Ordinance.

Bills for Approval – October 19, 2022

Advanced Contracting Solutions, Derecho Damage 26,530.66; Alpha Media USA LLC, Mrs Claus Trophy Sponsor 400.00; Altec Industries Inc, Go Light Remote 58.16; Appera, Entry Mats 72.98; AT & T Mobility, DataConnect Government 162.81; Banner Associates Inc, Digester Inspection 855.30; Bartels Cleaning Service, MMU Cleaning Services 500.00; Berreth/Jameson, SDML Conference – Watertown 92.76; Big Sioux Community Water Sys, September 2022 Fees 11,303.68; Borns Group Inc, Printing & Postage 1,335.88; Boyer Ford Trucks Inc, Anti-Seize 34.18; Buffalo Ridge Concrete Inc, Concrete 690.00; Builders FirstSource, Expansion Joint/Rebar 27.14; Carquest of Madison, Fuse/Grease/Oil Absorb 222.69; CenturyLink QC, Phone Bill 90.84; Christiansen Complete Water, Carbon Filter 118.15; City of Brookings Landfill, September Gate Fees 4,531.50; City of Madison, Petty Cash Reimbursement 78.18; Coles Petroleum Products Inc, Aviation Gas 37,340.04; Core & Main GP LLC, Parts 129.13; Dakota State University, Workstudy & Student Labor/July – Sept 811.81; East River Electric Power Coop, September 2022 Transmission 21,636.44; F & M Coop Oil Co, Fuel/Tire Repairs 765.41; First Bank & Trust, Heartland September 423,928.12; First Madison Insurance, General Liability Renewal 3,003.00; First Premier Bank, Interest Payments 3,265.39; Fix It Shop Locksmith, Dead Latch 71.00; Flock Safety, LPR Camera System 17,050.00; Friessen Construction Co, Hydrant Deposit Refund 500.00; Guardian Alliance Technologies, Inc, Guardian Software Platform 204.00; Hawkins Inc, Chlorine Cylinder 10.00; Hunter Publishing Inc, Yearly Subscriptions 256.00; Hyland Machining Inc, Pool Drain Plugs 50.00; ISG, Capital Improvement Plan 2,235.00; J & J Earth Works Inc, Water System Improvements 916,535.35; Johnson Brothers Excavation, Black Dirt 472.00; Kever Roofing, Patch Roof of Armory 190.00; Krug Products Inc, Hoses 40.62; Lake Area Improvement Corp, 4th Qtr Allotment/Forward Madison 65,000.00; Lewis Drugs Inc, Commercial Lighting Rebate – Sept 2,519.98; Lewis&Clark Regional Water Sys, September Fees 270.00; Madison Ace Hardware, Door/Wire/Caulk/Batteries/Sledge Hammer/Misc 568.47; Madison Cleaning Company LLC, Cleaning Services - City Hall 375.00; Merles Carpet Cleaning, City Hall Carpet Cleaning 741.12; Motion Picture Licensing Corp, Yearly License 955.23; Municipal Emergency Svcs, Firepro X 2,126.55; NIHCA - National Independent Health Club Association, Annual Membership 139.00; Northwestern Energy, Utilities 79.95; Office Peeps Inc, Ink Cartridge/Trash Bags/Calendar 109.57; Olson/Kristin, SDML Conference – Watertown 100.00; One Source, Background Checks 227.00; Open Access Technology Int'l, webSmartEnergy - DRMS Milestone 17 - 12,000.00; Pete Lien & Sons Inc, Lime 5,385.80; Porta Pros Inc, Toilet Rentals 454.00; RSA, Professional Services - City Admin Bldg 5,500.00; Runnings Supply Inc, Cameras/Post Hole Digger/Antifreeze/Hoodies/Misc 1,438.39; Same Day Express, Delivery 20.00; Schoenfish & Co Inc, 2021 Financial Audit 16,000.00; SD One Call, Monthly Service 145.95; Shpigler Consulting Inc, Consulting Support - AMI/CVR/Gen Plant/DERMS 6,000.00; Sturdevants Madison Inc, Hoist & Vehicle Batteries/Wiper Blades 1,255.17; Sweetman Construction Co, Asphalt 19,482.40; Timmer Supply Co, Sloan Diaphragm/Pool Plugs 65.17; Titan Machinery-Sioux Falls, Roller Rental 1,690.00; Tyler Technologies Inc, Software Conversion 809.50; US Bank St Paul, General Obligation Refunding Bond 307,440.00; US Dept of Energy, September 2022 Services 109,264.26; US Dept of Energy, FY23 Fixed Fee Trust Billing 500.00; USA Blue Book, Chemicals 1,331.44; Valiant Living Inc, Contracted Expenses 5,096.00; Wesco Distribution Inc, Splice Jacket Kit 886.80; Wheelco Brake & Supply Inc, Filter 48.33; Wilt/Sonya, SDML Conference – Watertown 80.00.

Bills for Ratification – October 12, 2022

Elite Card Payment Center, Credit Card Purchases through 9/16/22 – 3,815.62; First Bank & Trust, Interest Payment 11,520.72.

Personnel

Anderson, Rylee – 12.00/hr; Olverson, Channing – 12.00/hr; Bryant, Kennedy – 12.00/hr.

Payroll Bills for Ratification – October 14, 2022

AFLAC 3,279.945; Delta Dental 5,978.64; Health Pool of South Dakota 39,019.60; IRS-EFTPS 37,830.57; Local Union #426, IBEW 344.00; Office-Child Support Enforce 900.00; SD Retirement System 20,936.32; SD Retirement System 2,995.00; Teamsters Local No. 120 – 738.00.

Mayor Lindsay opened the hearing on the Temporary Alcohol License for the Knights of Columbus St Thomas Gala event November 5th, 2022. No one present to speak. Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to approve the license. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to approve the electric system long range plan for improvements prepared by DGR. Plan covers a 10-year period with an estimated cost of \$16,889,000. Motion carried.

Motion by Commissioner Wire, seconded by Dybdahl to approve a Change Order #1 with Harold J Scholz & Co to install communication ports at the Generation Plant and service remotely. Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Corbin to approve spending \$9,000 from water plant equipment reserve for ladder upgrade to water clarifier. Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Corbin to approve agreement with Design Arc for design and bidding services for 20,000 Water Building Remodel project. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to approve IBEW 2021 Collective Bargaining Agreement. Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Corbin to Adopt Resolution 2022-49 - Approve a Plat – Lots 1-2, Hyland Addition. Motion carried.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to approve purchase of Lot 1, Hyland Addition for construction of City Hall/Police Station up to \$265,000. Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Corbin to approve the Animal Control Contract. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to approve the SF Partnership Marijuana Application and Authorize Mayor to sign Form E – Local Government Compliance Certification. Motion carried.

Sonya Wilt reviewed non-profit funding requests for 2023 Budget. There was discussion on increasing donation to Senior Citizen Center due to need for excessive repairs.

Ryan Hegg gave an update on the Madison System Improvement Projects and the 9th & Union Project.

There is a Special Meeting October 24th at 4:30pm for proposed budget discussion.

The next Board of Commissioners regularly scheduled meeting is Monday, November 7th, 2022 at 5:30pm.

Motion by Commissioner Shaw, seconded by Commissioner Corbin to move to executive session at 6:28pm. Motion carried.

Mayor Lindsay declared commission out of executive session at 7:32pm.

Motion by Commissioner Shaw, seconded by Commissioner Wire, to Adjourn at 7:33pm. Motion carried unanimously.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.

CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042

October 24, 2022
Special

The Board of Commissioners of the City of Madison met in special session at 4:30pm on the 24th day of October with the following members present on roll call: Mayor Roy Lindsay and Commissioners Adam Shaw, Jeremiah Corbin, Kelly Dybdahl and Jerae Wire

The Pledge of Allegiance was recited.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to adopt the October 24th agenda. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire, to approve the following items on the consent calendar: Bills for Approval– October 26, 2022

Bills for Approval – October 26, 2022

Greater Madison Area Chamber, Bid Tax Funding - Jul, Aug, Sept 4,009.50; Halme Inc, Madison Water System Improvements 571,335.01; J & J Earth Works Inc, Madison Water System Improvements 267,880.00; J & M Construction Sidewalk Imp Project 34,766.91; KLJ Engineering LLC, MDS Taxilane/Parking/Access Rd-Design & Bid 5,000.00.

Finance Officer Wilt gave an overview of proposed budget for 2023 highlighting major improvement projects and funding sources for 2023. 1st Reading of 2023 Appropriations Ordinance schedule for November 7, 2022. No action was taken.

City Administrator Berreth presented proposed CIP plan prepared by ISG, highlighting major scheduled projects for next 5 years and noted unscheduled quality of life projects that were of interest to the public. No action was taken.

Motion by Commissioner Shaw, seconded by Commissioner Wire to move to executive session at 5:45pm. Motion carried unanimously.

Mayor Lindsay declared commission out of executive session at 6:47pm.

Motion by Commissioner Shaw, seconded by Commissioner Wire, to Adjourn at 6:48pm. Motion carried unanimously.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.



Madison, SD

Vendor Publication Report

Payment Date Range: 10/27/2022 - 10/28/2022

Vendor Name	Vendor Number	Total Payments
HEALTH POOL OF SOUTH DAKOTA	000505	38,323.92
IRS-EFTPS	005583	38,850.05
OFFICE-CHILD SUPPORT ENFORCE	005096	900.00
SD RETIREMENT SYSTEM	000136	20,830.04
SD RETIREMENT SYSTEM	005898	2,995.00
	Grand Total:	<u>101,899.01</u>

CITY OF MADISON
PERSONNEL
November 2022

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Milton, Dylen						Volunteer Electronics Drop Off
Yatime, Helmi						Volunteer Electronics Drop Off
Fuller, Hudson						Volunteer Electronics Drop Off
Green, Jeremy						Volunteer Electronics Drop Off
McDaniel, Ryan						Volunteer Electronics Drop Off
Buchmann, Michael						Volunteer Electronics Drop Off
Arbach, Nicholai						Volunteer Electronics Drop Off
Kampshoff, Samuel						Volunteer Electronics Drop Off
Gaiko, Robert						Volunteer Electronics Drop Off
Heckenlaible, Trey						Volunteer Electronics Drop Off
Byrum, Braden						Volunteer Electronics Drop Off
Perry, Aiden						Volunteer Electronics Drop Off
Booth, Aaron						Volunteer Electronics Drop Off
Rocha, Aiden						Volunteer Electronics Drop Off
Swack, Alexander						Volunteer Electronics Drop Off
Spicer, Ayden						Volunteer Electronics Drop Off
Loos, Ben						Volunteer Electronics Drop Off
Wilson, Bo						Volunteer Electronics Drop Off
Haller, Cameron						Volunteer Electronics Drop Off
DeWitt, Chase						Volunteer Electronics Drop Off
Drumheller, Cole						Volunteer Electronics Drop Off
DeBorde, Collin						Volunteer Electronics Drop Off
Leshner, Daniel						Volunteer Electronics Drop Off
Portner, Dawson						Volunteer Electronics Drop Off
Verver, Samantha	10/23/2022	TEMP	PT<20	12.36	12.36	Supervisor On Duty
Verver, Samantha	10/23/2022	TEMP	PT<20	10.25	10.25	Service Desk
Krusemark, Kaden	10/20/2022	TEMP	PT<20	13.5	13.5	WSI Lifeguard
Krusemark, Kaden	10/20/2022	TEMP	PT<20	13	13	Lifeguard
Keller, Patricia	10/19/2022	TEMP	PT<20	11.38	11.38	Group Fitness Instructor
Goldade, Kira	10/24/2022		PT<20		10.25	Recreation Assistant
Jeremy Martin	11/1/2022		FT		20.96	Distribution & Collection Operator



2023 License Renewals
Retail (on-sale) Liquor
Package (off-sale) Liquor
Convention Center (on-sale) Liquor
Retail (on-off sale) Wine & Cider

OWNER NAME

Baltazars LLC
CJ Shafer LLC
Cherry Bowl LLC
Contarino Honomichl LLC
Dolgen Midwest LLC
El Pino LLC
David Foley
Randy J. Gruenwald
Hot Shots Bar LLC
Lewis Drugs Inc
MKT Properties LLC
Madison Grocery Store Inc
Madison Hospitality Group
Madison Hospitality Group
Par Four Tavern LLC
Sodexo America LLC
Stadium Sports Grill Madison Inc
Thytil Enterprise LLC
VFW

BUSINESS NAME

Los Tapatios
Sporty's Bar & Grill
Cherry Lanes
Sundog Coffee
Dollar General Store #10937
El Vaquero
Foley's Bar
Dakota Butcher
Hot Shots Bar
Lewis Drug Madison
Prime Time Tavern
Sunshine Foods
Best Western Plus Lakeview
Best Western Plus Lakeview
The Office Bar & Grill
Sodexo America #10344
Stadium Sports Grill Madison
Madison Discount Liquor
VFW Ron Westby Post# 2638

ADDRESS

204 S Egan Ave
123 S Egan Ave
1413 NW 2nd St
100 S Egan Ave
615 S Washington Ave
222 NW 2nd St
120 S Egan Ave
745B S Washington Ave
123 SW 1st St
741 S Washington Ave
200 S Egan Ave
215 N Van Eps Ave
456 SE 12th St
456 SE 12th St
201 S Egan Ave
1205 N Washington Ave
203 N Egan Ave
123 NW 2nd St
510 S Washington Ave

AIP Grant Application Checklist

AIRPORT NAME: _____ DATE: _____

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: _____

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: _____

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

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

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

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☒ Preapplication
- ☐ Application
- ☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
- ☐ Continuation
- ☐ Revision

*If Revision, select appropriate letter(s):

*Other (Specify) _____

*3. Date Received:

4. Applicant Identifier:

MDS

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

AIP #3-46-0029-024-2023

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION

*a. Legal Name: City of Madison

*b. Employer/Taxpayer Identification Number (EIN/TIN):
46-6000272*c. UEI:
MTC8CUH8MNQ6**d. Address:***Street 1: 116 W. Center Street

Street 2: _____

*City: MadisonCounty: Lake*State: South Dakota*Country: United States of America*Zip / Postal Code: 57042**e. Organizational Unit:**Department Name:
Madison Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:Prefix: Mr.*First Name: Roy

Middle Name: _____

*Last Name: Lindsay

Suffix: _____

Title: Mayor

Organizational Affiliation:

City of Madison

*Telephone Number: (605) 256-7500

Fax Number:

*Email: roy.lindsay@cityofmadisonsd.com

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:20.106

CFDA Title:

Airport Improvement Program**12. Funding Opportunity Number:**N/A

Title:

N/A**13. Competition Identification Number:**N/A

Title:

N/A**14. Areas Affected by Project (Cities, Counties, States, etc.):**

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

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

Hangar Taxilanes Reconstruction to include:

- Construction
- CA/CO
- FAA Project Closeout Report

Attach supporting documents as specified in agency instructions.**16. Congressional Districts Of:**

*a. Applicant: SD

*b. Program/Project: SD

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

17. Proposed Project:

*a. Start Date: April 2023

*b. End Date: October 2023

Application for Federal Assistance SF-424**18. Estimated Funding (\$):**

*a. Federal (AIP)	<u>\$209,100</u>
*b. Applicant	<u>\$23,750</u>
*c. State	<u>\$13,750</u>
*d. Local	<u></u>
*e. Other (Shortfall)	<u>\$38,400</u>
*f. Program Income	<u></u>
*g. TOTAL	<u>\$285,000</u>

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

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

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

☒ **I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Roy

Middle Name:

*Last Name: Lindsay

Suffix:

*Title: Mayor

*Telephone Number: 605-256-7500

Fax Number:

*Email: roy.lindsay@cityofmadisonsd.com

*Signature of Authorized Representative:

*Date Signed:



Summary of Project Costs
Madison Municipal Airport
Madison, South Dakota

AIP #3-46-0029-024-2023 and AIG #3-46-0029-025-2023

Reconstruct Hangar Taxilanes, Airport Access Road, and Parking Lot

Item No.	Description	Total Price
1	Eligible - Reconstruct Hangar Taxilanes - Construction, CA/CO, Admin, Closeout	\$ 275,000.00
2	Ineligible - Reconstruct Hangar Taxilanes - Construction	\$ 10,000.00
3	Reconstruct Access Road & Parking Lot - Construction, CA/CO, Admin, Closeout	\$ 375,000.00

Total Estimated Project Cost = \$ 660,000.00

2023 AIP Entitlement Funding (90%) = \$ 150,000.00

Carryover Entitlement Funding (90%) = \$ 59,100.00

Local Share (5%) = \$ 13,750.00

State Share (5%) = \$ 13,750.00

Federal Funding Shortfall = \$ 38,400.00

TOTAL \$ 275,000.00

Ineligible costs - Hangar Taxilanes - Local Share (100%) = \$ 10,000.00

TOTAL \$ 10,000.00

2023 AIG Funding (90%) = \$ 318,000.00

Local Share (5%) = \$ 18,750.00

State Share (5%) = \$ 18,750.00

Federal Funding Shortfall = \$ 19,500.00

Reconstruct Access Road & Parking Lot Total = \$ 375,000.00

Total FAA Funding (79.86%) = \$ 527,100.00

Total Local Funding (6.44%) = \$ 42,500.00

Total State Funding (4.92%) = \$ 32,500.00

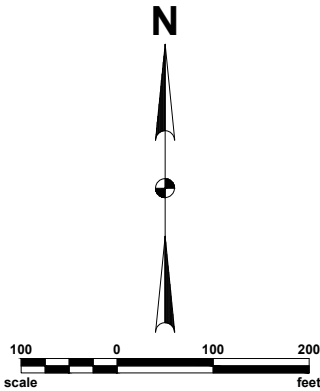
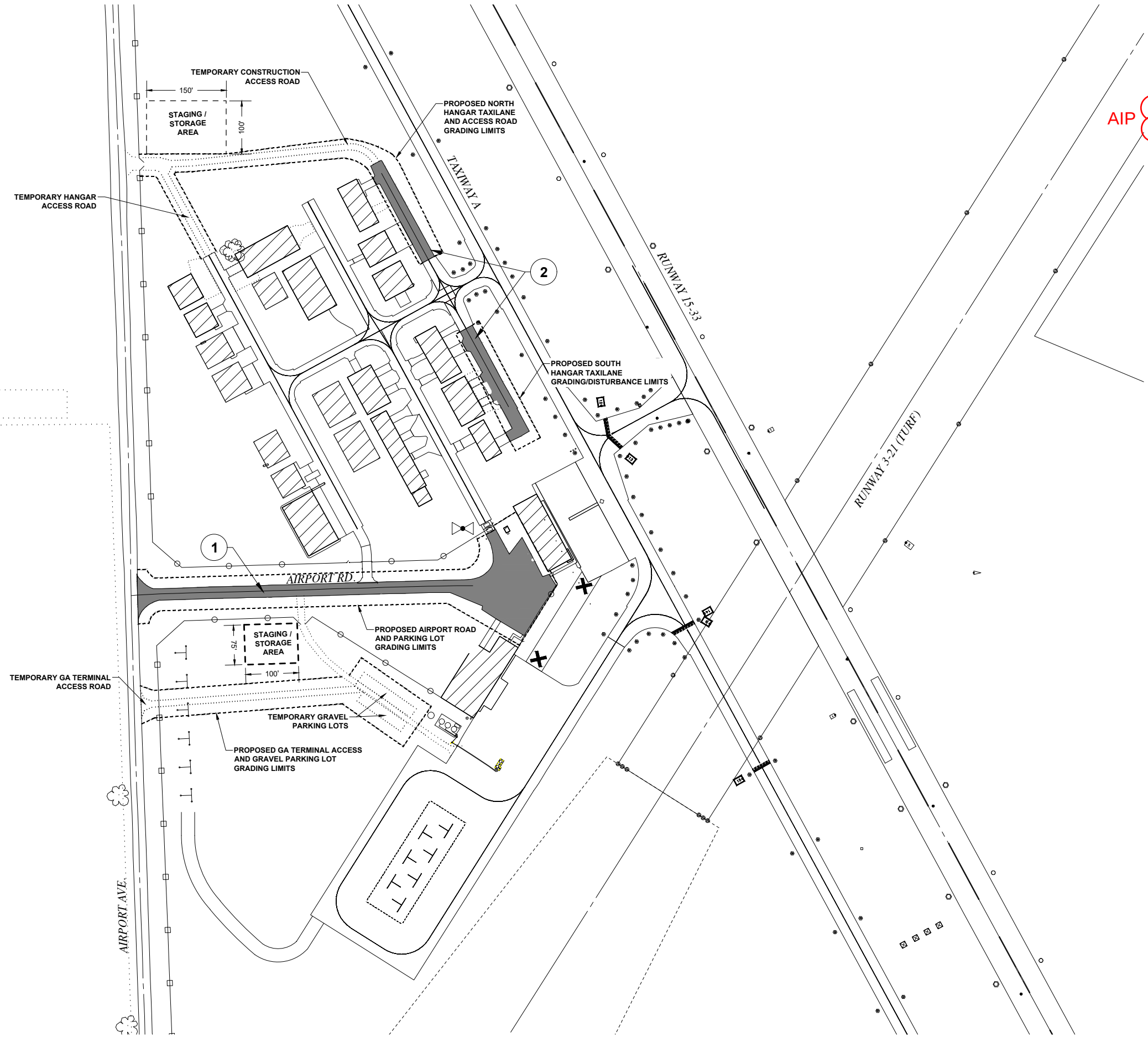
Federal Funding Shortfall (8.78%) = \$ 57,900.00

Total Project Funding = \$ 660,000.00



2023 GRANT PREAPPLICATION

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



PRELIMINARY
NOT FOR
CONSTRUCTION

MADISON MUNICIPAL AIRPORT
CITY OF MADISON
MADISON, SOUTH DAKOTA

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

DRAFTED
ERF
REVIEWED
JJB
PROJECT NUMBER
LAST REVISED DATE
10/18/2022

SHEET
1

Project Narrative (Justification)
2023 FAA AIP Grant Preapplication
AIP #3-46-0029-024-2023
Madison Municipal Airport

Project Item

Construction, CA/CO, and FAA Closeout Report Services for the reconstruction of Hangar Taxilanes.

What is the Project?

The project is for construction and CA/CO services for the reconstruction of two hangar taxilanes at Madison Municipal Airport. Locations are shown in the attached sketch.

Why is the Project Needed Now?

The hangar taxilanes had a 2021 PCI of 19. This is a failed pavement that according to the AIP handbook table H-1 is justified for reconstruction since the PCI is less than 55. The taxilanes are used by several hangars abutting the taxilanes. The hangar taxilanes pavement is approximately 1,250 S.Y. and the parking lot and access road combined are approximately 3,500 S.Y.

Is the Project Phased?

Yes. The first phase of the project is to complete the project design and bidding phases, which is under grant for 2022. This second phase is to reconstruct the project's pavements, currently scheduled for 2023.

Total Funds Expended this Fiscal Year?

\$209,100 – FAA AIP funds

\$23,750 – Local funds

\$13,750 – State funds

Additional AIP Funds Needed to Complete Project?

\$38,400 – Based on current project cost estimates, a funding shortfall is expected. The Sponsor would appreciate any additional AIP, State Apportionment, or Entitlement Transfers available to assist in funding this project.

Madison Municipal Airport (MDS)

2021 Pavement Condition Index (PCI) Study



BIL/AIG Grant Application Checklist

AIRPORT NAME: _____ DATE: _____

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: _____

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: _____

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

Ref.		Yes	No	N/A	Comments Attached
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2.	Project Cost Breakdown <i>(attached)</i>				
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4.	Project Narrative <i>(attached or within Form 5100-100/101 Part IV)</i>				
5.	Form 5100-100 (parts II – IV) <i>(airport development grants)</i> Form 5100-101 (parts II- IV) <i>(planning grants)</i>				
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>				
7.	Exhibit A <i>(attached or previously submitted to the ADO)</i>				
8.	Title Certificate or Long Term Lease Agreement <i>(at the request of the ADO)</i>				

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

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☒ Preapplication
- ☐ Application
- ☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
- ☐ Continuation
- ☐ Revision

*If Revision, select appropriate letter(s):

*Other (Specify)

*3. Date Received:

4. Applicant Identifier:

MDS

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

BIL/AIG #3-46-0029-025-2023

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION

*a. Legal Name: City of Madison

*b. Employer/Taxpayer Identification Number (EIN/TIN):
46-6000272*c. UEI:
MTC8CUH8MNQ6**d. Address:***Street 1: 116 W. Center Street

Street 2: _____

*City: MadisonCounty: Lake*State: South Dakota*Country: United States of America*Zip / Postal Code: 57042**e. Organizational Unit:**Department Name:
Madison Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:Prefix: Mr.*First Name: Roy

Middle Name: _____

*Last Name: Lindsay

Suffix: _____

Title: Mayor

Organizational Affiliation:

City of Madison

*Telephone Number: (605) 256-7500

Fax Number:

*Email: roy.lindsay@cityofmadisonsd.com

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

Bipartisan Infrastructure Law – Airport Improvement Grant**12. Funding Opportunity Number:**

N/A _____

Title:

N/A _____

13. Competition Identification Number:

N/A _____

Title:

N/A _____

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

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

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

Parking Lot and Access Road Reconstruction to include:

- Construction
- CA/CO
- FAA Project Closeout Report

Attach supporting documents as specified in agency instructions.**16. Congressional Districts Of:**

*a. Applicant: SD

*b. Program/Project: SD

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

17. Proposed Project:

*a. Start Date: April 2023

*b. End Date: October 2023

Application for Federal Assistance SF-424**18. Estimated Funding (\$):**

*a. Federal (BIL/AIG)	<u>\$318,000</u>
*b. Applicant	<u>\$18,750</u>
*c. State	<u>\$18,750</u>
*d. Local	<u></u>
*e. Other (Shortfall)	<u>\$19,500</u>
*f. Program Income	<u></u>
*g. TOTAL	<u>\$375,000</u>

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

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

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

☒ **I AGREE

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

Authorized Representative:

Prefix: Mr. *First Name: Roy

Middle Name:

*Last Name: Lindsay

Suffix:

*Title: Mayor

*Telephone Number: 605-256-7500

Fax Number:

*Email: roy.lindsay@cityofmadisonsd.com

*Signature of Authorized Representative:

*Date Signed:



Summary of Project Costs

Madison Municipal Airport

Madison, South Dakota

AIP #3-46-0029-024-2023 and AIG #3-46-0029-025-2023

Reconstruct Hangar Taxilanes, Airport Access Road, and Parking Lot

Item No.	Description	Total Price
1	Eligible - Reconstruct Hangar Taxilanes - Construction, CA/CO, Admin, Closeout	\$ 275,000.00
2	Ineligible - Reconstruct Hangar Taxilanes - Construction	\$ 10,000.00
3	Reconstruct Access Road & Parking Lot - Construction, CA/CO, Admin, Closeout	\$ 375,000.00
Total Estimated Project Cost =		\$ 660,000.00

2023 AIP Entitlement Funding (90%) =	\$ 150,000.00
Carryover Entitlement Funding (90%) =	\$ 59,100.00
Local Share (5%) =	\$ 13,750.00
State Share (5%) =	\$ 13,750.00
Federal Funding Shortfall =	\$ 38,400.00
TOTAL	\$ 275,000.00

Ineligible costs - Hangar Taxilanes - Local Share (100%) =	\$ 10,000.00
TOTAL	\$ 10,000.00

2023 AIG Funding (90%) =	\$ 318,000.00
Local Share (5%) =	\$ 18,750.00
State Share (5%) =	\$ 18,750.00
Federal Funding Shortfall =	\$ 19,500.00
Reconstruct Access Road & Parking Lot Total =	\$ 375,000.00

Total FAA Funding (79.86%) =	\$ 527,100.00
Total Local Funding (6.44%) =	\$ 42,500.00
Total State Funding (4.92%) =	\$ 32,500.00
Federal Funding Shortfall (8.78%) =	\$ 57,900.00
Total Project Funding =	\$ 660,000.00

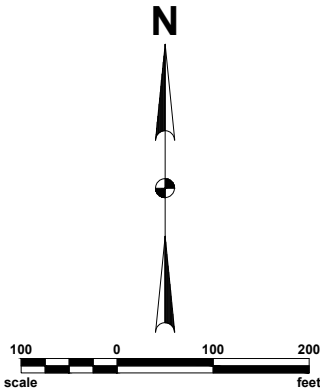
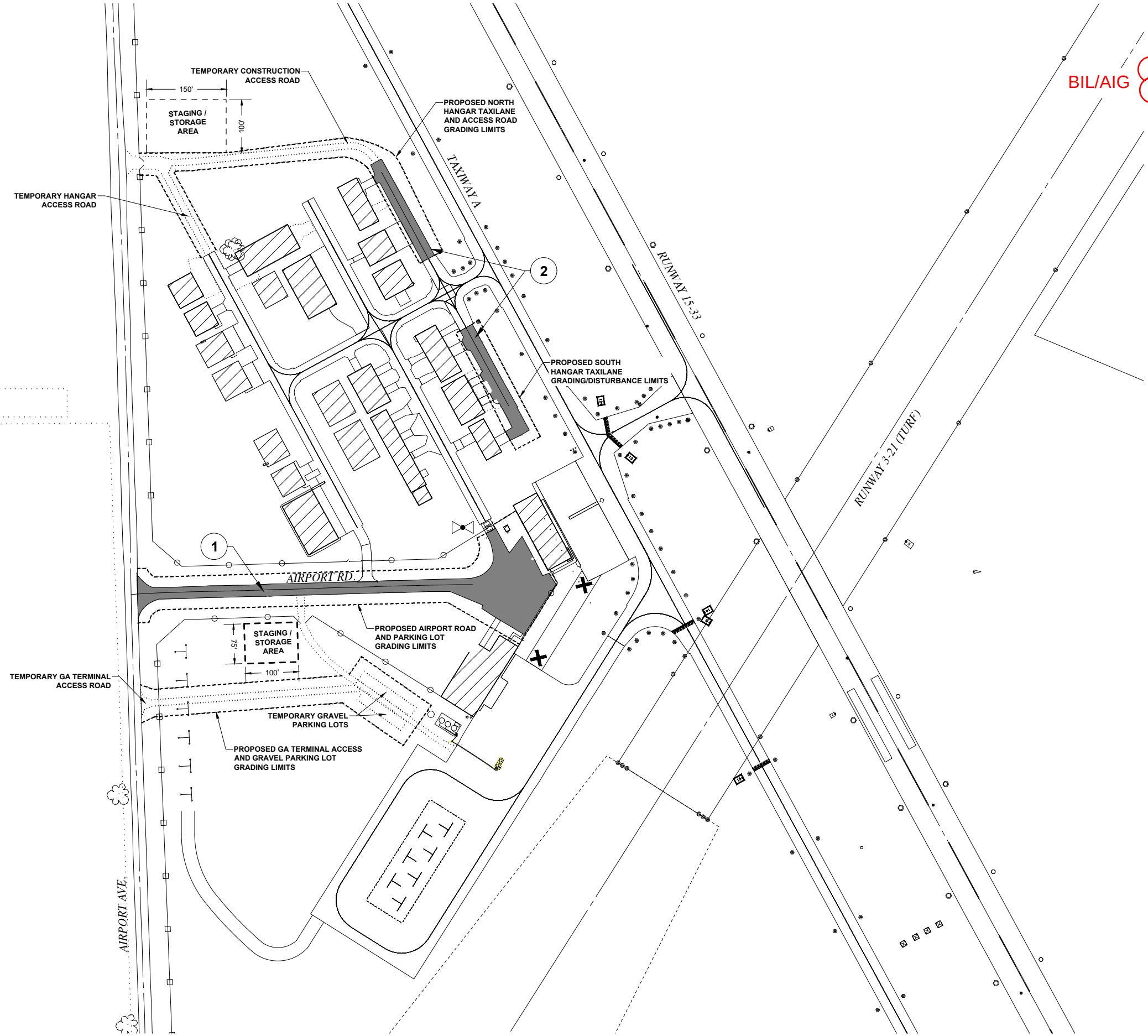
NOTE: THIS SHEET IS TO BE PRINTED IN COLOR.



2023 GRANT PREAPPLICATION

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

BIL/AIG



PRELIMINARY
NOT FOR
CONSTRUCTION

MADISON MUNICIPAL AIRPORT
CITY OF MADISON
MADISON, SOUTH DAKOTA

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

DRAFTED
ERF
REVIEWED
JJB
PROJECT NUMBER
LAST REVISED DATE
10/18/2022

SHEET
1

Project Narrative (Justification)
2023 FAA BIL/AIG Grant Preapplication
BIL/AIG #3-46-0029-025-2023
Madison Municipal Airport

Project Item

Construction, CA/CO, and FAA Closeout Report Services for the reconstruction of Parking Lot and Airport Access Road.

What is the Project?

The project is for construction and CA/CO services for the reconstruction of the parking lot and airport access road at Madison Municipal Airport. Locations are shown in the attached sketch.

Why is the Project Needed Now?

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

Is the Project Phased?

Yes. The first phase of the project is to complete the project design and bidding phases, which is under grant for 2022. This second phase is to reconstruct the project's pavements, currently scheduled for 2023.

Total Funds Expended this Fiscal Year?

\$318,000 – FAA BIL/AIG funds

\$18,750 – Local funds

\$18,750 – State funds

Additional AIP Funds Needed to Complete Project?

\$19,500 – Based on current project cost estimates, a funding shortfall is expected. Depending on final project costs, the sponsor may choose to request additional AIP funding to fund a percentage of the parking lot and access road costs or self-fund the shortfall. If needed, the Sponsor would appreciate any additional AIP, State Apportionment, or Entitlement Transfers available to assist in funding this project.



TO: Mayor/Commission
FROM: Tess Nelson
DATE: 10/27/2022
RE: Declare Surplus Property

\$ _____
(includes any applicable sales tax)

Surplus Pad Mount Transformers
Surplus Pole Mount Transformers
Totaling: 8580 KVA

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

Jayson Limmer

Andy Coffey

Troy Hahn

2022 Transformer Disposal Log

Type	Make	KVA	Serial #	Testing Date	Results
Mini Sub Pad	General Electric	1500	P801168TUE		Non PCB
Pad	Highland Electric Supply Inc	15	3140927	4/20/2004	32 PPM
Pad	Westinghouse	15	61ac5012		Non PCB
Pad	Highland Electric Supply Inc	25	B6479	6/29/1993	15 PPM
Pad	Jerry's Electric	25	122085-1		Non PCB
Pad	T&R	25	079981		Non PCB
Pad	T&R	25	020123-22		Non PCB
Pad	T&R	25	084993		Non PCB
Pad	Westinghouse	25	59AA02827	7/26/1995	Non PCB
Pad	T&R	50	084997		Non PCB
Pad	T&R	75	17730		Non PCB
Pad	Highland Electric Supply Inc	300	3463029	7/26/1995	6 PPM
Pad	T&R	300	13906		Non PCB
Pad	Westinghouse	1500	Tav8841-03	5/9/2001	Less Than 2 PPM
Pad Mount	ABB	25	90J636007		Non PCB
Pad Mount	General Electric	25	N324139YFTA		Non PCB
Pad Mount	General Electric	25	N324141YFTA		Non PCB
Pad Mount	Howard Industries	25	2215001997		Non PCB
Pad Mount	Howard Industries	25	73720-3584		Non PCB
Pad Mount	Jerry's Electric	25	112481-2		Non PCB
Pad Mount	Jerry's Electric	25	92484-2		Non PCB
Pad Mount	T&R Electric	25	020123-18		Non PCB
Pad Mount	T&R Electric	25	020205-7		Non PCB
Pad Mount	Highland Electric	37.5	62777	4/20/2004	Less Than 2 PPM
Pad Mount	Jerry's Electric	37.5	058187		Non PCB
Pad Mount	T&R Electric	37.5	58186		Non PCB
Pad Mount	T&R Electric	50	010705-18		Non PCB
Pad Mount	Jerry's Electric	75	91985-14		Non PCB
Pad Mount	T&R Electric	75	16227		Non PCB
Pad Mount	Jerry's Electric	112.5	102684-9		Non PCB
Pad Mount	Jerry's Electric	112.5	91985-13		Non PCB
Pad Mount	T&R Electric	112.5	16149		Non PCB
Pad Mount	T&R Electric	112.5	040909-6	9/24/2004	Less Than 2 PPM
Pad Mount	T&R Electric	150	15119		Non PCB
Pad Mount	T&R Electric	150	18721		Non PCB
Pad Mount	T&R Electric	150	010816-14		Non PCB
Pad Mount	T&R Electric	150	111017-9	10/26/2011	Less Than 2 PPM
Pad Mount	Westinghouse	150	75F011052	4/20/2004	Less Than 2 PPM
Pad Mount	Jerry's Electric	300	102684-10		Non PCB

Type	Make	KVA	Serial #	Testing Date	Results
Pad Mount	T&R Electric	300	10485		Non PCB
Pad Mount	AB Chance	500	75A16297		Non PCB
Pole	Westinghouse	10	1968662	5/8/1989	Non PCB
Pole	General Electric	15	E523565-61Y	10/12/2001	Less Than 2 PPM
Pole	General Electric	15	B734404	4/11/2003	287 PPM
Pole	Howard	15	2070121797		Non PCB
Pole	Line Material co	15	1725526	10/3/1989	Non PCB
Pole	Wagner	15	5P20174	3/22/1989	Non PCB
Pole	Wagner	15	F5H1456	4/2/2003	9 PPM
Pole	General Electric	25	K653684Y68A	4/2/2003	Less Than 2 PPM
Pole	General Electric	25	D889198-58Y	8/30/1990	Non PCB
Pole	Howard	25	2098621896		Non PCB
Pole	Howard	25	2098591897		Non PCB
Pole	Line Material co	25	1656884	4/2/2003	Less Than 2 PPM
Pole	Pennsylvania	25	25907-47	9/30/1994	22 PPM
Pole	Unknown	25	A2312A25AA1	4/9/2001	140 PPM
Pole	Unknown	25	A2312A25AAL		Non PCB
Pole	Wagner	25	5W49039	5/8/1989	Non PCB
Pole	Wagner	25	F5H1345	12/14/2000	6 PPM
Pole	Wagner	25	F5H1340	5/7/2002	5 PPM
Pole	Westinghouse	25	A2312N25C5C		Non PCB
Pole	Westinghouse	25	56G33365	4/2/2003	8 PPM
Pole	Westinghouse	25	66AE13266		Non PCB
Pole	General Electric	37.5	G263018-65y	6/26/1987	Non PCB
Pole	General Electric	37.5	L300468Y74AA	8/31/1998	Less Than 2 PPM
Pole	General Electric	37.5	C340552	4/11/2003	209 PPM
Pole	Line Material ind	37.5	B6297902	12/15/1996	6 PPM
Pole	Unknown	37.5	A2412A37AA2		Non PCB
Pole	Westinghouse	37.5	60AA5594		Non PCB
Pole	General Electric	50	G894739-67Y		Non PCB
Pole	General Electric	50	H566896-67Y	7/29/1988	Non PCB
Pole	General Electric	50	H621203Y68A	7/29/1988	Non PCB
Pole Mount	Wagner	10	M6G0008	9/27/1990	N.D.
Pole Mount	Westinghouse	10	2021047	9/27/1990	N.D.
Pole Mount	3 Phase Inc	15	03019124		Non PCB
Pole Mount	Allis Chalmers	15	3640643	4/11/2003	30 PPM
Pole Mount	Howard Industries	15	2070111797		Non PCB
Pole Mount	Howard Industries	15	2213791997		Non PCB
Pole Mount	Howard Industries	15	2213821997		Non PCB
Pole Mount	Howard Industries	15	2213831997		Non PCB

Type	Make	KVA	Serial #	Testing Date	Results
Pole Mount	Howard Industries	15	2213851997		Non PCB
Pole Mount	Howard Industries	15	2213881997		Non PCB
Pole Mount	Howard Industries	15	2214061997		Non PCB
Pole Mount	Howard Industries	15	2214101997		Non PCB
Pole Mount	Howard Industries	15	2214111997		Non PCB
Pole Mount	Howard Industries	15	2214131997		Non PCB
Pole Mount	Howard Industries	15	2214151997		Non PCB
Pole Mount	Line Materials Transformer	15	1720893	4/27/1993	N.D.
Pole Mount	Wagner	15	F5H1464	12/6/1991	6 PPM
Pole Mount	Westinghouse	15	68AE6194	6/29/1990	2 PPM
Pole Mount	Westinghouse	15	A2312A15AA1	5/17/2004	3 PPM
Pole Mount	Allis Chalmers	25	0174025	4/14/2003	Less Than 2 PPM
Pole Mount	Delta Star	25	H40454	12/14/2000	11 PPM
Pole Mount	General Electric	25	A2312A25AAL	5/17/2004	Less Than 2 PPM
Pole Mount	General Electric	25	74AL4343	9/21/1999	Less Than 2 PPM
Pole Mount	General Electric	25	F376144-63Y		Non PCB
Pole Mount	General Electric	25	F861955-64Y	1/21/1992	31 PPM
Pole Mount	Howard Industries	25	2098651897		Non PCB
Pole Mount	Howard Industries	25	2214921997		Non PCB
Pole Mount	Howard Industries	25	2214961997		Non PCB
Pole Mount	Howard Industries	25	2214991997		Non PCB
Pole Mount	Howard Industries	25	2215021997		Non PCB
Pole Mount	Howard Industries	25	2215031997		Non PCB
Pole Mount	Howard Industries	25	2215051997		Non PCB
Pole Mount	Line Materials Transformer	25	GB2204126	4/2/2003	Less Than 2 PPM
Pole Mount	Standard	25	ECJ-4712	8/31/1998	Less Than 2 PPM
Pole Mount	Wagner	25	73491900	10/1/1988	6 PPM
Pole Mount	Wagner	25	5J63216	10/21/1988	N.D.
Pole Mount	Wagner	25	5S48676	4/11/2003	Less Than 2 PPM
Pole Mount	Wagner	25	F5H1356	4/14/2003	5 PPM
Pole Mount	Westinghouse	25	62AL611		Non PCB
Pole Mount	Howard Industries	37.5	2072671797		Non PCB
Pole Mount	General Electric	50	F882346-64Y	6/6/2008	Less Than 2 PPM
Pole Mount	General Electric	50	H626416Y68A	7/23/2001	Less Than 2 PPM
Pole Mount	General Electric	50	J535096Y70AA	8/31/1998	Less Than 2 PPM
Pole Mount	Standard	50	E22110	5/12/2008	3 PPM

Total KVA = 8580

112 Transformers are < 50 PPM & 3 Transformers are <500 PPM

Serial #'s and Testing Reports are available upon request at the Electric Department



TO: Mayor/Commissioners
FROM: Melanie Argo
DATE: 11/1/2022
RE: Declare as Surplus Property

8 - 6 ft x 30 in tables
42 - adult chairs
3 - round coffee tables
35 - kid chairs

\$ _____
(includes any applicable sales tax)

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

Wendy Hanson

Mary Francis

Julie Breu

ORDINANCE NO. 1651

**AN ORDINANCE TO AMEND APPENDIX B – ZONING – SECTION 17.02 ADOPTED BY
ORDINANCE NO. 1481 ON 8-24-2009 OF THE ZONING ORDINANCE OF THE CITY OF MADISON**

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

That the revised ordinances of the City of Madison, also known as the Code of Ordinances, be amended to change the zoning of the following real property located within the City of Madison by changing the zoning district from Heavy Manufacturing District (MH) to Duplex Residence, 6000 Square Foot District (R-60):

Lots Eighteen (18) and Nineteen (19) in Block Eight (8) of Henkins Second Addition to Madison, Lake County, SD, according to the recorded plat thereof;.

Dated this ___ day of November, 2022.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

1st Reading:

2nd Reading:

Published:

Effective:

ORDINANCE NO. 1653

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

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

SECTION I

That the following sums are appropriated to meet the obligations of the municipality:

Appropriations	101	211	213	214	220	303	516	517	518	Total
		Lodging & Entertainment Tax	Second Penny Sale Tax	BID Tax	Special Maintenance Fee	TID #2 Best Western	TID #1 Grant Circle	Creek Mitigation	City Hall Construction	
Mayor & Commission	133,124									133,124
Contingency	450,000									450,000
Attorney	68,750									68,750
Finance	369,707									369,707
City Administration	168,844									168,844
Human Resources	226,059									226,059
General Government Buildings	600,158									600,158
Community Development & Engineering	479,273									479,273
Police	2,146,956									2,146,956
Fire	268,816									268,816
Civil Defense	2,100									2,100
Highways & Streets	2,041,790									2,041,790
Snow & Ice Removal	115,148									115,148
Storm Drainage	299,291									299,291
Street Cleaning	24,000									24,000
Restricted Use Site	213,295									213,295
Auditorium	124,700									124,700
Health	2,750									2,750
Library	651,329									651,329
Airport	1,063,626									1,063,626
Parks & Forestry	916,725									916,725
Madison Aquatic Center	293,040									293,040
Planning & Zoning	22,210									22,210
Promotions & Community Contributions	302,000									302,000
Special Items	70,000									70,000
Non-Operating Expense	5,000									5,000
Debt Service	688,406					60,000	54,000			802,406
Other Financing Uses	3,473,332		1,291,506							4,764,838
Lodging Tax Promotions & Contributions		235,000								235,000
2nd Penny Expenses			175,000							175,000
BID Promotions & Contributions				45,600						45,600
Special Maintenance Expenses					640,218					640,218
Creek Mitigation								4,775,779		4,775,779

City Hall Construction									5,500,000	5,500,000
Total	15,220,427	235,000	1,466,506	45,600	640,218	60,000	54,000	4,775,779	5,500,000	27,997,530

SECTION II

The following sums of money are designated to meet the necessary and lawful liabilities of the City of Madison:

Means of Finance

	101	211	213	214	220	303	513	516	517	518	Total
	General	Lodging & Entertainment Tax	Second Penny Sale Tax	BID Tax	Special Maintenance Fee	TID #2 Best Western	Gerry Maloney Nature	TID #1 Grant Circle	Creek Mitigation	City Hall Construction	0
Taxes	4,246,945	235,000	2,048,406	45,600	-	60,000	-	54,000	-	-	6,689,951
Intergov Revenue	1,524,249	-	-	-	-	-	-	-	-	-	1,524,249
Licenses & Permits	104,700	-	-	-	-	-	-	-	-	-	104,700
Charges for Goods or Services	85,600	-	-	-	-	-	-	-	-	-	85,600
Fines and Forfeits	900	-	-	-	-	-	-	-	-	-	900
Misc Revenue	706,340	-	1,500	-	253,547	-	450	-	-	-	961,837
Other Misc Revenue	230,250	-	-	-	-	-	-	-	-	-	230,250
Other Financing Sources	1,824,132	-	-	-	-	-	-	-	4,712,718	1,500,000	8,036,850
Total Revenue	8,723,116	235,000	2,049,906	45,600	253,547	60,000	450	54,000	4,712,718	1,500,000	17,634,337
Cash To Be Applied (+) / Retained (-)	6,497,311	-	(583,400)	-	386,671	-	(450)	-	63,061	4,000,000	10,363,193
Grand Total	15,220,427	235,000	1,466,506	45,600	640,218	60,000	-	54,000	4,775,779	5,500,000	27,997,530

ENTERPRISE FUNDS

The amounts budgeted for enterprise funds do not constitute legal appropriations and are included in this ordinance for management control and comparison purposes only. This is in accordance with the provisions of SDCL 9-21-2.

	602	603	604	612	620	621	Total
	Water	Electric	Sewer	Solid Waste & Recycling	Community Center	ASP & Summer Youth	
Appropriations	8,181,028	13,936,895	5,551,776	476,186	936,736	183,204	29,265,825
Means of Finance	8,123,659	11,753,521	4,814,310	465,930	992,500	172,270	26,322,190
Cash To Be Applied (+) / Retained (-)	57,369	2,183,374	737,466	10,256	(55,764)	10,934	2,943,635

SECTION III

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA that the Finance Officer is hereby directed and authorized to certify the said tax levy to the County Auditor of the County of Lake, State of South Dakota, to the end that the same be spread and assessed as provided by law:

For General Purposes
Total Tax Levy

2,157,894
2,157,894

SECTION IV:

That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. This ordinance being necessary for the immediate preservation and support of the municipal government and its existing institutions shall take effective upon passage and publication thereof:

Dated this 7th day of November, 2022.

CITY OF MADISON

Mayor

ATTEST: _____

Finance Officer

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

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **November 7, 2022** ("Effective Date") between the City of Madison, South Dakota ("Owner") and Banner Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **City of Madison ARPA Projects – Segments 2-6** ("Project"). The project segments are further identified and defined by the attached Figure.

Engineer's services under this Agreement are generally identified as follows:

Design Engineering and Bidding Services

- Topographic Survey for project design – coordinate with One Call
- Collect drone imagery as needed for project area background
- Preliminary Design Phase
- Final Design Phase
- Design Review Phase
- Bidding Phase – bid opening assistance and bid evaluation

Construction Services

- Preconstruction Meeting
- Submittal Review
- Construction Staking
- Construction Observation
- Payment and Change Order Requests
- Project Close-out Documentation
- Construction Plans of Record

Note: The intent of this Agreement is to provide one Contract document for the five (5) separate segments. However, the Madison Commission has discretion on when to provide Banner with Notice to Proceed with professional services for each Segment.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period:
 - 1. As currently planned, the ARPA projects will be designed and bid as five (5) segments, but some may be combined for bidding. Tentative schedules on the attached Figure.**

2. **Segment 2** - Anticipate bidding in 2024 pending timely review and approval of Bidding Documents.
 3. **Segment 3** – Anticipate bidding in 2023 pending timely review and approval of Bidding Documents.
 4. **Segment 4** - Anticipate bidding in 2025 pending timely review and approval of Bidding Documents.
 5. **Segment 5** - Anticipate bidding in 2025 pending timely review and approval of Bidding Documents.
 6. **Segment 6** - Anticipate bidding in 2023 pending timely review and approval of Bidding Documents.
- C. Construction Services are anticipated to be provided as follows:
1. **Segment 2** – Anticipate construction start in 2024 pending material and contractor availability.
 2. **Segment 3** – Anticipate construction start in 2023 pending material and contractor availability.
 3. **Segment 4** – Anticipate construction start in 2025 pending material and contractor availability.
 4. **Segment 5** – Anticipate construction start in 2025 pending material and contractor availability.
 5. **Segment 6** – Anticipate construction start in 2023 pending material and contractor availability.
- D. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Owner shall pay Engineer for Design Engineering and Bidding Services the aggregate limiting fee as generally broken out as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 3. **Segment 2** - compensation for services and reimbursable expenses is estimated to be \$126,948.
 4. **Segment 3** – compensation for services and reimbursable expenses is estimated to be \$179,471.
 5. **Segment 4** – compensation for services and reimbursable expenses is estimated to be \$64,313.
 6. **Segment 5** - compensation for services and reimbursable expenses is estimated to be \$424,192.
 7. **Segment 6** - compensation for services and reimbursable expenses is estimated to be \$52,851.
 8. Total aggregate limiting fee for Segments 2 thru 6 is \$847,775.00. Engineer may alter the distribution of compensation between segments and phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the owner.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- C. Owner shall pay Engineer for Construction Services as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 3. **Segment 2** - compensation for services and reimbursable expenses is estimated to be \$163,219.
 4. **Segment 3** – compensation for services and reimbursable expenses is estimated to be \$230,749.
 5. **Segment 4** – compensation for services and reimbursable expenses is estimated to be \$82,688.
 6. **Segment 5** – compensation for services and reimbursable expenses is estimated to be \$545,389.
 7. **Segment 6** – compensation for services and reimbursable expenses is estimated to be \$61,809.

8. Total aggregate limiting fee for Segments 2 thru 6 is \$1,083,854.00. Engineer may alter the distribution of compensation between segments and phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the owner.

2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be \$1,000,000.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: Appendix 1, Engineer's Standard Hourly Rates .*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Madison, South Dakota

Engineer: Banner Associates, Inc.

By: _____

By: Pat Carey

Print name: Roy Lindsay

Print name: Pat Carey, PE

Title: Mayor

Title: Sr. Vice President

Date Signed: _____

Date Signed: 10-31-2022

Engineer License or Firm's Certificate No. (if required):

C-136

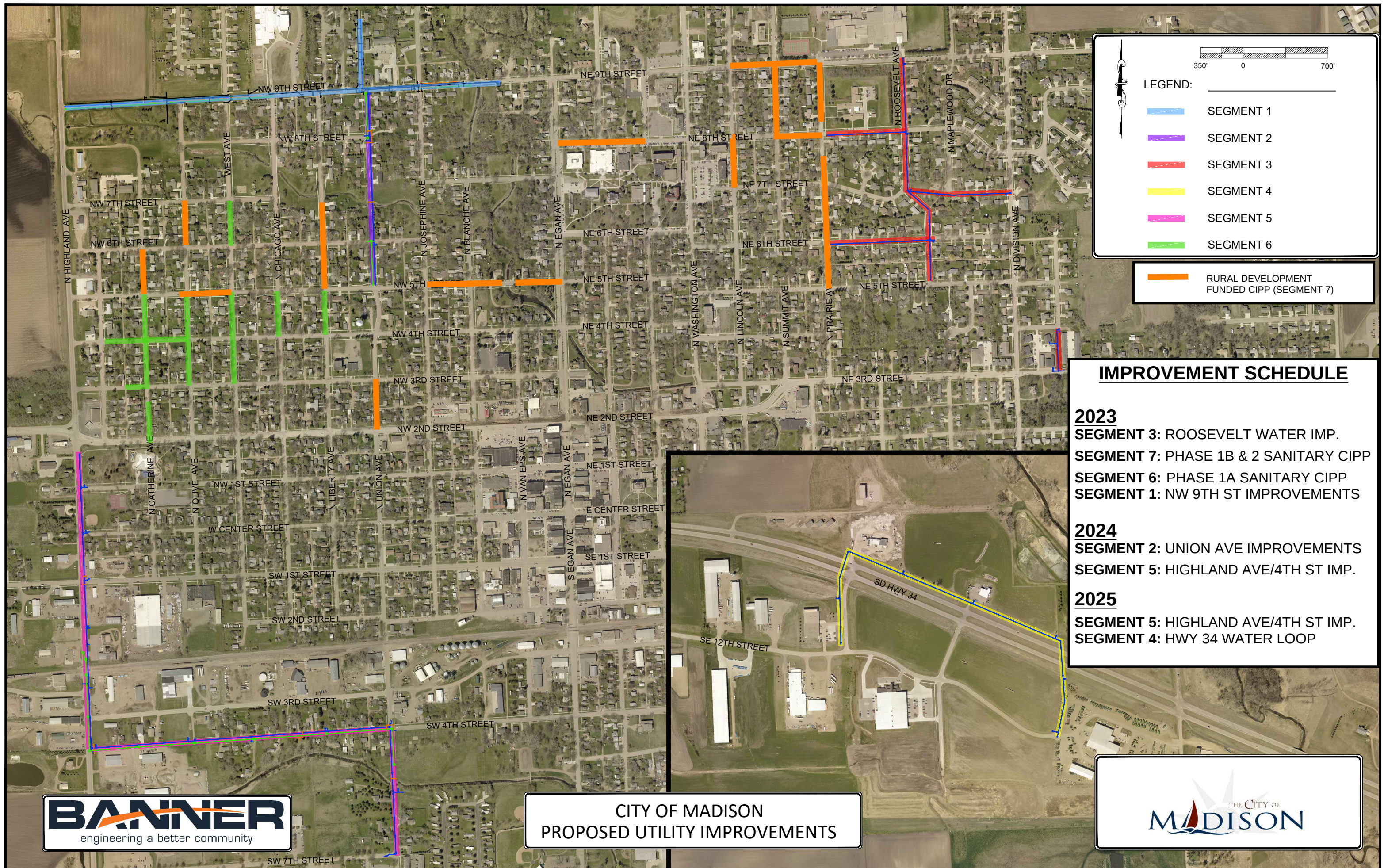
State of: South Dakota

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

116 W Center Street
Madison, South Dakota 57042

409 22nd Avenue South
Brookings, South Dakota 57006



- LEGEND:
- SEGMENT 1
 - SEGMENT 2
 - SEGMENT 3
 - SEGMENT 4
 - SEGMENT 5
 - SEGMENT 6

RURAL DEVELOPMENT
FUNDED CIPP (SEGMENT 7)

IMPROVEMENT SCHEDULE

2023
SEGMENT 3: ROOSEVELT WATER IMP.
SEGMENT 7: PHASE 1B & 2 SANITARY CIPP
SEGMENT 6: PHASE 1A SANITARY CIPP
SEGMENT 1: NW 9TH ST IMPROVEMENTS

2024
SEGMENT 2: UNION AVE IMPROVEMENTS
SEGMENT 5: HIGHLAND AVE/4TH ST IMP.

2025
SEGMENT 5: HIGHLAND AVE/4TH ST IMP.
SEGMENT 4: HWY 34 WATER LOOP

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated November 7, 2022.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Schedule of Labor Rates and Expenses
Banner Associates, Inc.
January 2022



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

SCHEDULE OF LABOR RATES AND EXPENSES

January 2022

Administrative	\$65.00 to \$160.00/Hour
Surveying/Geomatics	\$70.00 to \$150.00/Hour
Engineering Technician	\$65.00 to \$120.00/Hour
Environmental Scientist.....	\$65.00 to \$145.00/Hour
Staff Engineer.....	\$90.00 to \$120.00/Hour
Project Engineer	\$110.00 to \$160.00/Hour
Project Manager	\$125.00 to \$230.00/Hour

1. Meals at State Rates.

2. Lodging at actual cost.

3. Reimbursables:

Mileage	\$0.70/Mile
Photocopy	0.08/Copy
Black & White 11x17 Laser Prints.....	0.15/Sheet

4. All other direct project expenses at actual cost of materials.

Rates are subject to change annually.

AMENDMENT #1

RE: Amendment to Task Order No. 10
2022-2023 Electric Distribution Conversion Project
City of Madison, South Dakota
DGR Project No. 415933

Original Task Order Date: December 22, 2021

Amendment Items: This amendment adjusts the scope of work and fee as follows:

1. The project is being expanded to include Feeder 9 conversion as well as additional areas of Feeder 14 and 15 conversions as identified in the recently completed Electric System Long Range Plan Update. The project will include parts A and C of the recommended Phase 1 Improvements.

2. Updated Project Budget:

Estimated material cost	\$539,000
Estimated construction cost (labor/installation)	\$570,000
Contingency provision	\$113,000
Engineering	\$128,000
Total:	<u>\$1,350,000</u>

3. Updated Fee Arrangement:

<u>Component</u>	<u>Fee Type</u>	<u>Fee</u>
Preliminary Phase	Lump Sum	\$12,500
Final Design	Lump Sum	\$78,500
Bidding	Lump Sum	\$12,000
Construction Administration	Hourly Estimate	\$22,000
Post Construction	Hourly Estimate	\$3,000
Total:		<u>\$128,000</u>

4. Updated Timetable:

Engineering amendment execution	November 2022
Field work & data acquisition	November-December 2022
Preliminary design complete	December 2022
Major material bids taken	complete
Final design complete	January 2023
Construction bids taken	February 2023
Contractor work	May – October 2023
Project closeout	November 2023

City of Madison, SD

(Client)

By: _____

Title: _____
(Authorized signature and Title)

Address: _____

City: _____

Date: _____

DeWild Grant Reckert and Associates Company
d/b/a DGR Engineering

(Consultant)

By: _____

Title: _____
(Authorized signature and Title)

Address: 1302 South Union Street

City: Rock Rapids, IA 51246

Date: _____

TASK ORDER

Task Order No. 11

Effective Date: _____

Task Order Amendment to the DGR ENGINEERING Master Agreement for Professional Services

DGR Engineering (Consultant) agrees to provide to: City of Madison, South Dakota (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 1st day of December, 2014.

TASK ORDER PROJECT NAME: Green Substation Improvements

TASK ORDER PROJECT DESCRIPTION: The project covered by this engineering services agreement includes system improvements which were identified as a Phase 1 task of the *Electric System Long Range Plan Update* dated October 2022. The improvements consist of replacing the aged transformer and switchgear at the Green Substation. The following items will be included on the project:

- New, larger power transformer.
- New 115x69 kV buswork, to include circuit switcher for transformer protection.
- New control enclosure.
- New metalclad 15 kV switchgear lineup with a main breaker and four feeder breakers.
- 15 kV power cabling and connections.
- Ductbanks, grounding, raceways, control cabling.
- Removal of existing equipment and buswork.

DGR CONTACT PERSON: Chad Rasmussen, Asst Dept Head – Electric Power
Alex Richter, Project Manager

CLIENT CONTACT PERSON: Jameson Berreth, Interim Utility Director
Jayson Limmer, Electric Superintendent

SCOPE OF WORK:

Transformer Procurement:

- Prepare plans, specifications, and contract documents to allow receiving of substation transformer bids.
- Provide an Advertisement for Bids and send out specifications to potential bidders.

- Respond to bidder questions.
- Review and analyze bids and provide recommendation of award.

Preliminary Phase:

- Conduct fieldwork to ascertain the required facilities necessary to develop the proposed improvements.
- Develop a work scope definition for all parties identifying which segments of the project are to be completed by the City and which are by to be completed by Contractors or others. Determine associated contracting and material procurement arrangements.
- Determine scope of SCADA interface requirements to the City's and East River Electric Power Cooperative (EREPC)'s systems.
- Develop a project schedule describing the various project components including design, bidding, material procurement, construction, and energization/cutover.
- Develop updated cost estimates for the various project components.
- Prepare a preliminary design summary, along with preliminary drawings, and discuss the same with City staff prior to starting final design.

Design Phase:

- Perform field topographical survey of the substation area as required for design purposes.
- Coordinate and arrange for soil borings and geotechnical testing necessary for the project to be used in designing foundations for the substation structures.
- Prepare specifications and bidding documents for major materials and distribute to interested suppliers. The initial list of major equipment includes metalclad switchgear, steel structures, switches, control/relay panels, and a circuit switcher.
- Develop controls and protective relaying design for the substation equipment including the 115x69 kV circuit switcher, 115x69/13.8 kV power transformer, and 13.8 kV breakers.
- Develop physical design including site work, foundations, steel structures, bus work, shielding, fence, ground grid, raceway, equipment installation, control building, and equipment wiring.
- Coordinate design issues including equipment preferences and selection, design criteria, and SCADA interface with City.
- Coordinate design issues with EREPC, Western Area Power Administration (WAPA), Heartland Energy, and others as needed.
- Produce drawings, plans, sketches, elevations, schematics, diagrams, descriptions, and documents as necessary to describe the intended construction.

Bidding Phase:

- Provide public bidding documents to interested bidders, issue planholder lists, and respond to bidder questions.
- Assist City in receiving bids, analyze bids, develop spreadsheets detailing bid results, and make recommendations of award of contracts.

Construction Phase:

- Organize and attend preconstruction conferences.
- Review shop drawings.
- Assist in construction administration and scheduling.

- Make periodic site visits at intervals appropriate to the stage of construction, to observe construction and measure units completed.
- Respond to Contractor questions.
- Process pay requests.
- Determine protective relay settings for the substation equipment.
- Assist with and/or observe commissioning of substation equipment.

Final Phase:

- Conduct project walk-throughs, and develop Contractor work “punch lists”.
- Develop close-out documents for signatures.
- Assemble construction record drawings.
- Assist in orientation of local operating personnel.

PROJECT BUDGET: The following is the initial project budget, as included in the recently completed *Electric System Long Range Plan Update* dated October 2022:

Estimated construction cost	\$3,225,000
Contingency and engineering	\$645,000
Subtotal:	<u>\$3,870,000</u>

FEE ARRANGEMENT: The fee structure for this project is shown below:

<u>Component</u>	<u>Fee Type</u>	<u>Fee</u>
Transformer Procurement	Lump Sum	\$18,500
Preliminary Phase	Hourly Estimate	\$20,000
Final Design	Lump Sum	**TBD
Bidding	Lump Sum	**TBD
Construction Administration	Hourly Estimate	**TBD
Post Construction	Hourly Estimate	**TBD
Total:		<u>**TBD</u>

**The engineering fees for all segments other than the transformer procurement and preliminary phases will be added later by amendment after the completion of preliminary design defining the scope of the project and the contracting and material procurement arrangements.

All “Lump Sum” work is inclusive of personnel, subsistence, travel, computer, and other costs.

All “Hourly” work will be billed at the then-current Hourly Fee Schedule. The 2022 Hourly Fee Schedule is attached as Appendix I. In addition to the amount relating to the personnel grade of the individuals doing the work, the only other expenses expected to be billed directly are travel-related costs (primarily mileage); and subsistence costs if overnight stays are required (food and lodging). The fee amounts shown above include an estimate of these expenses.

SPECIAL TERMS AND CONDITIONS: None

City of Madison, SD _____ (Client)	DeWild Grant Reckert and Associates Company d/b/a DGR Engineering _____ (Consultant)
By: _____	By: _____
Title: _____ (Authorized signature and Title)	Title: _____ (Authorized signature and Title)
Address: _____	Address: <u>1302 South Union Street</u>
City: _____	City: <u>Rock Rapids, IA 51246</u>
Date: _____	Date: _____

APPENDIX I

DGR ENGINEERING

JULY 2022

HOURLY FEE SCHEDULE A

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$100	\$59	\$54
02	\$106	\$64	\$56
03	\$112	\$69	\$60
04	\$118	\$73	\$65
05	\$127	\$78	\$70
06	\$140	\$84	\$75
07	\$152	\$88	\$80
08	\$162	\$94	\$85
09	\$175	\$100	\$90
10	\$187	\$106	\$96
11	\$200	\$112	\$103
12	\$212	\$117	\$118
13	\$226	\$123	\$135
14	\$232	\$132	\$166
15	\$238	\$142	\$219

Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at IRS standard mileage rate plus \$0.25 per mile.
3. Other travel, subsistence, lodging at actual out-of-pocket cost.
4. GPS Survey Equipment (when used) at \$31.25 per hour.
5. ATV and UTV Equipment (when applicable) at \$12.50 per hour.

AGREEMENT BY AND BETWEEN
TEAMSTERS LOCAL UNION NO. 120
AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
and
THE CITY OF MADISON
(CITY EMPLOYEES BARGAINING UNIT)
For the period of January 1, 2022 - December 31, 2022



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AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement” or “Contract”) made and entered into this ____ day of November 2022 by and between the City of Madison, South Dakota, hereinafter referred to as the “Employer” or the “City” and the Teamsters Local Union No. 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union”.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the sole collective bargaining representative pursuant to SDCL 3-18, for all the employees employed by the Employer in the following described unit:

All regular full-time Employees employed by the City of Madison in the following Departments, to-wit: Streets, Parks, Solid Waste, and Recycling; Water Distribution and Sewer Collection; Water Treatment; and any regular full-time Custodians within any Department, excluding all other City Employees and all Department Heads.

As used in this Contract, where appropriate, the masculine includes the feminine, and the singular includes the plural (and vice versa).

ARTICLE 2 SEPARABILITY AND SAVING CLAUSE

If any provision of this Agreement is in contravention of the laws or regulations of the United States or the State of South Dakota, such provisions shall be superseded by the appropriate provisions of such law or regulation; so long as the same is in force and effect, but all other provisions of this Agreement shall continue in force and effect.

ARTICLE 3 NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual’s race, color, religion, sex, age, handicap, or national origin, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, age, handicap or national origin.

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 4 MANAGEMENT RIGHTS

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 and direct the work force and establish terms and conditions of employment.

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 Agreement. No rule, procedure or practice of the management shall be contrary to any provision of this Agreement.

ARTICLE 5 BONDS

Should the Employer require an employee to give bond, all premiums of such bond will be paid by the Employer.

ARTICLE 6 LIABILITY COVERAGE

The Employer shall continue in affect the insurance coverage relating to claims against the City and City Employees. The Employer retains the right to change insurance carriers or otherwise provide for insurance coverage.

ARTICLE 7 STEWARDS

The City recognizes the right of the Union to designate stewards. The job stewards so designated shall perform the following duties:

- (1) Investigation and presentation of grievances to Employer or the Employer Representative in accordance with the provisions of this Agreement;
- (2) Serve bargaining unit employees by explaining the purpose and content of an existing Contract. The City shall direct such inquiries by bargaining unit employees to job steward(s).

The stewards shall be permitted a reasonable time, not to exceed two (2) hours per pay period, as time permits, to conduct necessary Union business of presenting, processing and investigating grievances, during working hours without loss of pay, provided that it does not interfere with the efficient operation of the department, which determination shall be in the discretion of the Head of the Department, and provided that the department head is advised in advance of the absence. Such time on such necessary Union business during duty hours shall not be deducted in the computation of by-weekly overtime.

ARTICLE 8 BULLETIN BOARDS

The Employer agrees to provide adequate space on its bulletin boards for Union business notices. Union space will be allocated.

ARTICLE 9 MILITARY LEAVE

Regular full-time employees serving in the Military Reserve, S.D. Army National Guard, Air National Guard, or Naval Militia, will be granted leave of absence when they are called out for active service. Employees shall be given five (5) paid days of leave for purpose of military training or active service. Any additional leave of absence shall be unpaid. However, there will be no loss of seniority, and employees may utilize vacation leave.

ARTICLE 10 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 of 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. An employee shall be allowed to be present at all steps of the grievance procedure.

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 regular scheduled meeting, in executive session shall set the hearing date. The hearing shall be scheduled within the following two (2) weeks and be conducted in an executive session under procedure to be established by the commission and submitted to the Union.

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 just cause.

Section 7: At any time the employee or 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 11 DISCHARGE OR SUSPENSION

The Employer shall not discharge, suspend, or discipline any employee without just cause.

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.

The causes for which an employee may receive progressive disciplinary action include the following but not limited to:

- (1) Incompetence or inefficiency;
- (2) Violation of safety rules;
- (3) Disregard for authority and willful failure to obey lawful orders;
- (4) Deceit or falsification of records;
- (5) Disclosure of confidential information;
- (6) Theft or other acts of turpitude tending to discredit the City;
- (7) Use of or under the influence of intoxicating liquor or drugs on the job or in or on City property;
- (8) Abuse of sick leave privilege;
- (9) Continued tardiness;
- (10) Any action which is detrimental to the efficiency or effectiveness of the operation of the City;
- (11) Any action which is detrimental to or discredits the City;
- (12) Any action which threatens the safety and security of the City Employees or the general public;
- (13) A violation of a departmental rule or procedure.

Whenever the City determines the disciplinary action is to be imposed upon an employee, Steps 1 - 5 will be followed when appropriate, however a department head may at his or her discretion choose any level of discipline provided it is commensurate with the severity of the action.

- (1) For first offense, depending upon severity, a verbal reprimand or written reprimand;
- (2) For second offense, depending upon severity, a written reprimand or up to or including suspension without pay or demotion;

- (3) For third offense, depending upon severity of the offense, up to or including suspension without pay, demotion or discharge;
- (4) 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 and alcohol), theft or other acts of moral turpitude or in any other manner converting Employer's property, disregard for authority and willful failure to obey lawful orders, assaulting a City Officer, Supervisor or Employee on the premises of any conduct which threatens the safety and security of City Employees or the general public;
- (5) A reprimand or other disciplinary action shall remain as a part of the employee's regular record for a period of twenty-four (24) months.

ARTICLE 12 CITIZEN'S COMPLAINT

When a citizen makes a formal complaint against an employee, which such complaint might become a part of that employee's official record, such complaint shall be reduced to writing after a complete investigation has determined there may be possible merit or substance to the same. Such written complaint shall be delivered to the employee and the employee shall have the right to face his/her accuser with the steward and/or representative of the Local Union present at such meeting. The department head shall also be present at the meeting.

ARTICLE 13 REPRIMAND

Any reprimand that can become part of an employee's official record or result in suspension or discharge shall be given in writing to the employee affected. The employee shall have the right for union representation.

ARTICLE 14 COMMITTEE FOR UNION - MANAGEMENT COOPERATION

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 the 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 disagreements are actually the result of misunderstanding 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:

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 the relations

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 all employees covered by this Agreement and to find ways to overcome difficulties, influences, or attitudes which interfere with such relationships.

Meetings shall be limited to one (1) hour per pay period unless otherwise mutually agreed to.

This committee shall also consider handling problems concerning the safety of working conditions. Each of the parties recognize 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.

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 15 SENIORITY

Skills, ability, qualifications, and job performance being relatively equal, seniority rights for employees shall prevail.

Seniority shall be defined as the total length of continuous service with the Employer since the last date of hire with the City of Madison as a regular full-time employee. Department seniority shall govern promotions, transfers, layoff, and recall. The City shall provide a seniority list to the Union by January 31st of each year.

In the event of a layoff, the last employee hired in each affected Department shall be laid off first as long as the employees retained are qualified to perform the job. In recalling employees, they shall be recalled in reverse order of lay-off in respective departments. Full-time employees shall not be laid off if part-time employees are working.

Seniority and employment relationship shall terminate when an employee:

- (1) Quits;
- (2) Retires;
- (3) Is discharged by just cause.

ARTICLE 16 PROMOTIONS AND TRANSFERS

Section 1: Filling vacancies. Whenever possible, new and vacant positions will be filled from within the City by promoting qualified employees in accordance with the following:

- (1) Job openings within the bargaining unit shall be posted internally on City bulletin boards for five (5) working days. Employees covered under the Teamster Contract will be given

priority over employees from other Departments not covered under the Teamster Contract for promotion to a position covered under the Teamster Contract.

- (2) Promotions/transfers shall be made on the basis of skills, ability, qualifications, and job performance. If skills, ability, qualifications, and job performance are relatively equal, then seniority shall be the determining factor.
- (3) If after the five-day internal posting, there are no internal applicants or it is determined that any internal applicants lack the necessary skills, ability, qualifications, or job performance, the City may advertise the opening externally.

Section 2: Employee Trial Period. During the training period the employee will be granted a trial period to determine:

- (1) Ability to perform the job.
- (2) Desire to remain on that job.

The trial period will be fifteen (15) workdays for the Water Treatment Department and ten (10) workdays for all other departments. During the trial period an employee may elect to revert back to his/her previous position at the rate of pay the employee was receiving when he/she left the position, without penalty or prejudice. If the City determines the employee cannot meet the requirements of the job following the conclusion of the trial period, the employee shall revert back to his/her previous position at the rate of pay the employee was receiving when he/she left the position, without penalty or prejudice.

The employee may elect to sign a waiver at any time during the trial period to waive any remaining time in the trial period and stay in the new position. If the employee continues to serve in the new position at the end of the trial period, the employee shall continue to serve the remainder of the six-month training period.

ARTICLE 17

EMPLOYEE CLASSIFICATION

Regular Full-Time Employees - Employees who work not less than sixty-four (64) hours bi-weekly on a year round basis, completed a six (6) month training period and as a result has received a satisfactory rating by his/her supervisor. Time served on training period status will be considered as regular full-time when the employee is so classified.

Training period (Introductory) Employees - Training period employees are newly hired employees and shall be considered on a "training period" status for six (6) months following their initial date of employment. Upon completion of not more than six (6) months of satisfactory performance, such employees shall be classified as regular full-time. A training period employee shall be subject to layoff, discipline, or discharge at the sole discretion of the City. After an employee has satisfactorily completed the training period, seniority will be established as of his/her regular full-time employment date.

Part-Time Employees - Employees who work less than sixty-four (64) hours in a two (2) week period on average (one (1) year time frame). Part-time employees are eligible for those benefits associated with this classification.

Temporary Employees - Employees hired for either a defined period of time, seasonal work, or until completion of a specific project. Temporary employees are eligible for no benefits.

ARTICLE 18 SICK LEAVE

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

- (1) Training period and regular employees will receive sick leave credits at the rate of one-half (1/2) 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 of regular pay for each regular workday he/she is absent from work to the extent of his/her earned sick leave credit.
- (2) Temporary employees do not receive any sick leave credits.
- (3) Employees shall be charged for sick leave only for absence on days when they would otherwise work and receive pay.
- (4) Holiday hours and sick leave hours paid for but not worked in excess of one (1) full pay period shall not be used for the purpose of computing any sick leave.
- (5) Sick leave shall be granted to employees:
 - (A) When they are incapacitated for 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. Immediate family is defined as per Article 29, Section 1 of this Agreement.
 - (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 who is the father of a newborn child shall be granted two (2) days of sick leave, one (1) of which may be taken at the time of delivery and one (1) at the time of the release from the hospital.
- (6) The department supervisor may require a doctor's certification to establish the employee's illness.
- (7) When an employee's sick leave extends beyond three (3) work days, the City may require a doctor's certification clearing the employee for a return to work.
- (8) An employee who is unable to work because of illness is expected to notify his/her supervisor as soon as possible.
- (9) Employees are expected to employ the sick leave provisions only in the event of actual illness.
- (10) Abuse of the privilege by an employee and deliberate deceit in connection with the use of this privilege will result in discharge of the employee.
- (11) Procedures for utilizing sick leave shall be as follows:
 - (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 noted on the employee's time sheet and charged against his/her accumulated sick leave by the Finance Officer.
 - (C) An employee who abuses the sick leave privilege may expect disciplinary action pursuant to City policy.

- (12) 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 19 WORKERS COMPENSATION

Workers Compensation shall be administered in accordance with State guidelines.

Employees qualifying for worker's compensation may use sick leave and/or vacation leave credit to supplement work comp payments up to their average bi-weekly net pay.

ARTICLE 20 PENSIONS

Retirement benefits shall remain as provided by South Dakota Law, but they shall not be in any manner reduced or lessened during the period of this Contract, unless the changes are beyond the control of the City.

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.

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 employee's then current pay for each five (5) years of continuous service, or prorated amount thereof.

ARTICLE 21 INSURANCE

The City shall make available a dental, group hospitalization and surgical insurance plan, including major medical coverage, for all full-time employees in the bargaining unit and their dependents electing to be covered by such insurance. The insurance policy is to be similar to what is currently provided or as reasonably close as possible considering coverage and premium. The insurance and dental plans will be as shown in Appendix B.

The City shall continue to pay the premium for the current life insurance benefits.

Insurance coverage shall begin the first due date following the date of hire.

Upon receipt of notification by the insurance carrier that changes are needed, the City will in turn notify the Union for purposes of soliciting comments and suggestions

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:

- Human Resources Director (nonvoting member)
- Union Stewards from represented bargaining units – (nonvoting members)

Voting:

- Finance Officer
- 2 employees from the Teamsters departments
- 1 employee from the Electric
- 1 employee from Public Safety (either Fire or Police)
- 3 employees At-Large
- 1 Finance Commissioner
- 1 Department Head

This committee will work together to provide recommendations to the City Commission prior to the renewal of the insurance currently implemented. The Commission will take recommendations under consideration and negotiate with the union any proposed changes. The committee is not a decision-making committee but rather a committee comprised of recommending insurance proposed changes.

ARTICLE 22 PAY PERIODS

All employees covered by this Agreement shall be paid every two (2) weeks.

ARTICLE 23 WORK WEEK

Employees shall be paid for all time spent in the employ of the Employer.

The department head shall set the working hours for each employee due to operational needs based on seniority within the job classification.

Employees shall be paid overtime at the rate of time and one half (1 ½) their regular rate of pay for any hours worked in excess forty (40) hours per week.

At the discretion of the department head employees may be scheduled in advance to work four (4) ten hour shifts within a Monday through Friday workweek for special projects. Within these guidelines, employees shall be paid overtime at the rate of time and one half (1 ½) their regular rate of pay for any hours worked in excess forty (40) hours per week.

The work week shall consist of 40 hours in 5 consecutive days Monday through Friday. The normal workday shall consist of 8 hours between 7 a.m. and 4 p.m. with 1 hour of for lunch. This daily schedule maybe altered by no more than 1 hour for some or all employees, by mutual agreement between the City and the Union. Department Head may modify work hours in cases of emergencies.

ARTICLE 24

STAND-BY

Employees of the water treatment facilities shall be placed on stand-by on a weekly rotating schedule from Friday at 4:00 p.m. until the following Friday at 4:00 p.m. Employees serving under such stand-by week provision shall be compensated fifty dollars (\$50.00) per day for each day on stand-by. Operations consisting of up to one (1) hour of work daily shall be included in the compensated stand-by pay. Employees will be required to respond to any call-in within 20 minutes and will be expected to make necessary accommodations to meet that response time. Failure to adhere will result in disciplinary action.

ARTICLE 25

CALL-IN/HOLD OVER

Employees who are requested to report for work during hours when they are scheduled to be off shall receive either comp time or overtime at one and one-half (1 ½) times the regular rate of pay for a minimum of two (2) hours. This minimum shall not apply to work performed immediately before or immediately after an employee's work shift. However, any employee who due to an emergency is held over their shift or called in prior to their scheduled start time will be paid at one and one-half (1 ½) times their regular rate of pay for all hours worked prior to their start time and anything after their end time. Emergency shall be defined as: "An occurrence which demands immediate action to prevent significant environmental damage or loss of life, health, property, or essential public services."

When needed, street department employees will be placed on call on a weekly rotational schedule. This rotation shall be under the supervision of the street superintendent on a voluntary basis.

When employees are required to work more than 3 hours past their normal quitting time on a regular day or are called into work 2 hours before the start of their regular workday, employees may submit for a meal reimbursement up to the State of South Dakota per diem rate. The employer has the discretion to supply a meal to employees in which case reimbursement will not be available. 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.

ARTICLE 26

SAFETY AND EQUIPMENT

The City will furnish safety equipment needed for various jobs to include hard hats, florescent vests, safety goggles, ear plugs, back braces, prescription safety glasses and gloves as designated by the Department Head. 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. It is required that the employees utilize the equipment when provided. It is recommended that each department head conduct safety meetings once each month.

Employees engaged in jobs that involve the use of chemicals, tar, paint, oil, and substances that may cause deterioration of clothing shall have access to a protective outer garment to be provided by the City.

The drill used to mix paint in the Street Department will be an approved non-spark producing tool for employee safety and protection of City property.

All employees shall be allowed regularly scheduled immunizations for tetanus, hepatitis and any others needed for job safety and health protection at the expense of the City.

An annual boot/clothing allowance of \$150.00 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/clothing.

ARTICLE 27 BREAK TIME

All employees shall be granted a fifteen (15) minute paid break during the first four (4) hours, and a fifteen (15) minute paid break during the second four (4) hours of their shift. If an employee(s) scheduled shift is extended by two and one-half (2 ½) hours or more, an additional fifteen (15) minute paid break will be granted.

Part-time employees shall be permitted two (2) fifteen (15) minute breaks in an eight (8) hour period to be scheduled with the senior supervisor on duty.

ARTICLE 28 MISCELLANEOUS

- (1) The City shall reimburse employees for all fees associated with any license or certification required by the City.

ARTICLE 29 SPECIAL LEAVE

Leave with pay - The department head will grant a leave of absence with pay to regular full-time employees for the following reasons and with these restrictions applied:

- (1) Funeral Leave – 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.

In addition, in the case of the funeral of a member of the employee's family, 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 City. 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 from the City.

- (2) Voting – Any employee eligible to vote at any election held within the State of South Dakota

shall, on the day of such election, be granted time to go to the polls if his/her duties on that day would otherwise prevent him/her from voting before or after regular working hours.

- (3) Jury or Court – If any employee is called for jury duty, he/she shall continue to be paid at his/her regular rate. Upon returning to work, he/she shall reimburse the City for the amount received for jury duty for each day to accrue for the time that is spent on jury duty.

ARTICLE 30 HOLIDAYS

It is the policy of the City of Madison to afford all regular full-time employees twelve (12) paid holidays each year. The City recognizes the following holidays:

New Year's Day	Veteran's Day
Thanksgiving Day	President's Day
Memorial Day	Christmas Day
Independence Day	Labor Day
Good Friday	Native American Day
Martin Luther King Day	Juneteenth

“Holiday pay” shall be defined as eight (8) times the straight time hourly rate.

An additional four (4) hours of holiday pay will be awarded each December 24th. If December 24th falls on a Saturday or Sunday, the preceding Friday shall be considered the holiday.

Employees who are scheduled to work the holiday will be compensated for holiday pay and eight (8) hours of premium pay at time and one-half (1 ½).

Employees called out on Thanksgiving Day or Christmas Day shall receive holiday pay and in addition be paid at two (2) times their hourly rate of pay.

Employees on vacation during a holiday will receive holiday pay or an additional day off at the employee's discretion.

Holidays shall be observed on the day of observance. If a holiday falls on Saturday, Friday will be observed. If on Sunday, Monday will be observed.

If an employee in water or wastewater treatment is scheduled to work a holiday and that holiday falls on a Saturday or Sunday, the employee scheduled to work will observe the holiday on the actual day. The employee will be paid holiday pay on the actual holiday, not the day other departments may observe.

ARTICLE 31 VACATIONS

Vacation leave for all eligible employees for each vacation year is based upon length of service. Until such time vacations are bid, vacations will be granted on a first come first serve basis.

Employees will accrue vacation in accordance with the following schedule:

Date of hire through 5 years	10 working days per year
After 5 years of service	15 working days per year
After 13 years of service	20 working days per year
After 25 years of service	25 working days per year

Employees have the opportunity to use vacation leave in one fourth (1/4) hour increments upon request of the employee.

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 maximum limit, no further vacation time may be accrued until the total amount is reduced below the maximum. In the event of injury, sickness, or an emergency working condition the City may, on an individual basis, extend the maximum.

Employees will be allowed to accumulate an extra forty (40) hours of vacation leave during their retirement year only. For purposes of this Article, "retirement year" is defined as the twelve (12) months prior to retirement. The employee must provide written notification to the City of intended retirement date prior to accumulating the extra hours.

Employees granted unpaid leave of absence in excess of one-half month will not accrue any leave for that month.

Request for vacation leave must be approved by the employee's department head prior to that time of departure and vacation will be paid at the employee's regular hourly rate. Leave requests shall not exceed the amount of leave accumulated unless there is a waiver granted by the department head. Vacation leave will normally be granted at the time requested by the employee, unless operational necessity requires full staff.

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, computed on a pro rata basis according to the time worked during the current vacation year. Cash payments in place of vacation privileges are not permitted.

Employees may not use vacation leave during their final two (2) weeks after providing notice of resignation or retirement unless the Department Head provides written approval.

Vacation leave can be taken during foul and dangerous weather, travel during which, is hazardous or not recommended by local authorities. This leave will be granted with the approval of the department head.

Employees requesting vacation leave shall be notified that their request has been granted or denied in a timely manner.

ARTICLE 32 CHECK OFF

Effective March 1, 1990, the Employer agrees that upon receiving written authorization by the employee from the Union, the Employer will deduct all dues, initiation fees and assessments designated by the Local Union. Such deductions shall be remitted by the Employer to the Local Union at a time mutually agreed to between the City and the Union.

An employee desiring to revoke his/her check off authorization shall be allowed to do so by giving written notice to the City and the Union between sixty (60) and seventy-five (75) days prior to the expiration date of the Contract. Upon receiving proper and timely written notice revoking the check off authorization, the employee's dues shall be stopped on the last day of the Contract.

ARTICLE 33

UNION BUSINESS AND REPRESENTATIVES

The Employer agrees to grant the necessary time off, without discrimination and without pay, to Union officers and stewards to attend a labor convention, and to any one person the necessary time off, without discrimination and without pay, to serve up to one (1) year in any official Union business. Fifteen (15) calendar days written notice of such absence will be given by the Union to the Employer.

Upon receiving forty-eight (48) hours' notice, the City shall excuse all employees in the bargaining unit, to attend Union meetings, provided that during the term of the Contract, such Union meetings shall not exceed four (4) with each having a maximum duration of two (2) hours. All employees attending such Union meetings shall be available to handle calls in the same manner as are handled during meetings called by the City. Off duty employees attending such meetings shall do so on their own time. The City agrees to provide a private place for such meetings so as to have easy access to those employees on duty.

ARTICLE 34

BUSINESS AGENTS

Authorized agents of the Union, upon receiving permission from the supervisor, shall have reasonable access to the City's establishment and be permitted to visit and converse with employees during regular on-duty hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no significant effect on the City's responsibilities toward the general public.

ARTICLE 35

SEVERANCE PAY

Upon termination of employment, employees who have served the city for 5 or more years will receive severance pay, 40 hours pay at the employee's current rate of pay for each 5 years of continuous service, or prorated amount thereof. Any employee who is discharged with cause by the city shall not be entitled to receive severance pay.

ARTICLE 36

WAGES

Effective with the first payroll of 2023, the grade and step scale will be adjusted by 5.5% plus employees will move one step on the scale (additional 1.5%) providing satisfactory work performance as determined and recommended by their department head.

All new job postings subject to this bargaining agreement shall be negotiated between the City and the Union, prior to any such jobs being posted or published.

ARTICLE 37 COMPENSATION TIME

Employees may request comp time in lieu of pay at one and one-half (1 ½) times their hourly rate of pay. All comp time not used by December 1st of each year shall be paid as overtime at the rate of pay it was earned. Comp time may not be accumulated in December.

ARTICLE 38 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in the individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the standards in effect at the time of the signing of this Agreement, to the extent that the Employer is reasonably able. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. Any disagreement between the Local Union and employee and the Employer with respect to this matter shall be subject to the grievance procedure.

ARTICLE 39 FAMILY MEDICAL LEAVE

The Family and Medical Leave Act of 1993 (FMLA) guarantees the right of eligible employees to take up to a total of twelve (12) weeks of leave per year as defined by the Federal Law and City Policy. The City of Madison intends to comply fully with the FMLA. Employees are referred to their copy of the City Policy Manual for a complete outline of the FMLA detailing the guidelines of the City policy.

ARTICLE 40 RE-OPENER

In the event the general city salary increase for those employees not represented by this Contract, excluding management, exceeds the negotiated increase within this Contract for the same year, the City agrees to re-open negotiations within sixty (60) days of the official approval of said increase for the purpose of negotiations on salaries only. However, in the event that any disparity in increases is based on and in accordance with information received in a market study, this language shall be null and void. In addition, this Contract may be reopened for negotiations specific to Appendix A – Grade Scale and Appendix B – Insurance. Either party may request the re-opener prior to August 1st of each contract year.

ARTICLE 41 DURATION

This Agreement shall become effective January 1, 2023 and shall continue in full force and effect to and including December 31, 2025, (the "Term"). This Agreement shall continue in full force and effect for the Term except that from year to year either party hereto may give written notice on or before August 1st of each year during the contract Term that wages and insurance shall be opened for yearly negotiation in addition to one change proposed from each party. Any such notice by either party hereto shall not be effective except on or before August 1st of any year. On or before August 1, 2025, the parties shall agree to commence negotiations for a new Term.

Dated this ____ day of November 2022.

CITY OF MADISON

Roy Lindsay, Mayor

ATTEST:

Sonya Wilt, Finance Officer

TEAMSTERS LOCAL UNION NO. 120

President /Principal Officer

James Heeren, Business Agent

APPENDIX A – GRADE SCALE

Teamsters Local 120/City of Madison Contract

OFFICIAL POSITION GRADE ASSIGNMENT

<u>Streets, Parks, Solid Waste & Recycling</u>	<u>Grade</u>
Building Maintenance Operator	16
Administrative Coordinator	16
Mechanic	15
Lead Heavy Equipment Operator	15
Heavy Equipment Operator	13
Heavy Equipment with Spraying Certification	14
Park Technician	13
Park Technician with Spraying Certification	14
General Laborer - Recycling	10
 <u>Utilities</u>	 <u>Grade</u>
Distribution & Collection Operator II	15
Water & Wastewater Operator II	15
Distribution & Collection Operator I	14
Water & Wastewater Operator I	14
Distribution and Collection Operator	13
Water & Wastewater Operator	13

All employees that are moving a grade will be moved to their current step on the scale. Employees providing satisfactory work performance as determined and recommended by their department supervisor shall move to their next step.

APPENDIX B – INSURANCE

Effective Plan Dates are 1/1/2023 – 12/31/2023

INSURANCE PLANS	Monthly Premium	Per Month		Per Payroll	
		City Benefit	Employee Deduction	City Benefit	Employee Deduction
Single	\$723.52	\$723.52	\$0.00	\$361.76	\$0.00
Employee + One	\$1,306.66	\$1,155.24	\$151.42	\$577.62	\$75.71
Employee + Children	\$1,473.64	\$1,287.40	\$186.24	\$643.70	\$93.12
Family	\$1,677.76	\$1,333.04	\$344.72	\$666.52	\$172.36

DENTAL PLANS	Monthly Premium	Per Month	
		City Benefit	Employee Deduction
Single	\$49.92	\$36.70	\$13.22
Employee + Spouse	\$97.54	\$68.02	\$29.52
Employee + Children	\$97.94	\$68.31	\$29.63
Family	\$142.92	\$88.94	\$53.98

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



**EFFECTIVE:
JANUARY 1, 2023
THROUGH
DECEMBER 31, 2025**

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AGREEMENT BETWEEN 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 ELECTRICAL WORKERS, affiliated with the AFL-CIO, (hereinafter referred to as the "Union"), witnessed:

TERMS AND AMENDMENTS

This Agreement shall become effective January 1, 2023 and shall continue in full force and effect to and including December 31, 2025, (the "Term"). This Agreement shall continue in full force and effect for the Term except that from year to year either party hereto may give written notice on or before August 1st of each year during the contract Term that wages and insurance shall be opened for yearly negotiation. Any such notice by either party hereto shall not be effective except on or before August 1st of any year. On or before August 1, 2025, the parties shall agree to commence negotiations for a new Term.

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 or 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 of twelve (12) months.
- F) Is absent for eighteen (18) months, or a time equal to one-half (1/2) 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, administer 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 ($\frac{1}{2}$) 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 | 5) Memorial Day | 9) Labor Day |
| 2) Martin Luther King Day | 6) Juneteenth | 10) Veteran's Day |
| 3) President's Day | 7) Independence Day | 11) Thanksgiving Day |
| 4) Good Friday | 8) Pioneer 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 December 24th falls on a Saturday or Sunday, the preceding Friday shall be considered the holiday.

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 ($\frac{1}{2}$) 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.

<u>Length of Employment</u>	<u>Accrual Rate</u>
Date of hire thru fifth (5 th) year.	6.67 hours per month
Sixth (6 th) thru thirteenth (13 th) year.	10.00 hours per month
Fourteenth (14 th) thru twenty-fourth (24 th) year.	13.33 hours per month
Twenty-fifth (25 th) 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 ($\frac{1}{4}$) 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 may not use vacation leave during their final two (2) weeks after providing notice of resignation or retirement unless the Department Head provides written approval.

Section 13: Employees will be allowed to accumulate an extra forty (40) hours of vacation leave during their retirement year only. For purpose of this Section, retirement year is defined as the twelve (12) months prior to retirement. The employee must provide written notification to the City of intended retirement date prior to accumulating the extra hours.

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 five (5) paid days of leave and ten (10) unpaid days of leave in any one calendar year. Such leave shall be unpaid. An employee shall be granted

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

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.

F) 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.

G) 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 2023, the City will pay a monthly health/dental insurance benefit as shown in Schedule “B”.
- C) Insurance Committee

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:

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: Overtime – 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 prior to December 1st of each year. If the comp-time is not used before December 1st, the employee shall be paid in wages for the time worked at the applicable rate. Comp-time will not be accumulated in December. Under no circumstance shall comp-time carry over to the next pay raise.

Section 2: Call Out – 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: Rest Period – 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: Meals – When employees are required to work more than three (3) hours past their normal quitting time on a regular day or are called to work two (2) hours before the start of the regular workday, employees may submit for a meal reimbursement up to the State of South Dakota per diem rate. The employer has the discretion to supply a meal to employees in which case reimbursement will not be available. 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 Saturday at 12:00 am to Sunday at 11:59 pm. Compensation shall be fifty dollars (\$50.00) 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 thereof 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/clothing 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 and clothing.

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: _____
Roy Lindsay, Mayor

ATTEST: _____
Sonya Wilt, Finance Officer

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local 426

BY: _____
Dylan Meyer, Business Manager

BY: _____
Roy Brown, Member Negotiating Committee

SCHEDULE “A” – BASE WAGES

CLASSIFICATION	% of JL Rate	EFFECTIVE 1/1/2023
Electric Utility Supervisor	112%	\$49.07
Lead Line Worker	107%	\$46.72
Line Worker w/ State Electrical Contractors License	102%	\$44.47
Line Worker	100%	\$43.80
Apprentice Line Worker		
8th 6 Months	90%	\$39.43
7th 6 Months	85%	\$37.24
6th 6 Months	80%	\$35.05
5th 6 Months	75%	\$32.85
4th 6 Months	70%	\$30.67
3rd 6 Months	65%	\$28.47
2nd 6 Months	60%	\$26.28
1st 6 Months	55%	\$24.10
Meter Reader (of JL Scale)	78%	\$34.17
Apprentice Meter Reader	% of MR	
4 th 6 Months	90%	\$30.75
3 rd 6 Months	80%	\$27.34
2 nd 6 Months	70%	\$23.92
1 st 6 Months	60%	\$20.50

Note: Wages in table were increased 5.5% for cost-of-living adjustment from previous CBA. Employees are also eligible for a 1.5% performance-based increase each year. This increase will result in each employee receiving a higher wage than noted in the base wage table.

SCHEDULE “B” – INSURANCE BENEFIT

Effective Plan Dates – 1/1/2023 – 12/31/2023

INSURANCE PLANS	Monthly Premium	Per Month		Per Payroll	
		City Benefit	Employee Deduction	City Benefit	Employee Deduction
Single	\$723.52	\$723.52	\$0.00	\$361.76	\$0.00
Employee + One	\$1,306.66	\$1,155.24	\$151.42	\$577.62	\$75.71
Employee + Children	\$1,473.64	\$1,287.40	\$186.24	\$643.70	\$93.12
Family	\$1,677.76	\$1,333.04	\$344.72	\$666.52	\$172.36

DENTAL PLANS	Monthly Premium	Per Month	
		City Benefit	Employee Deduction
Single	\$49.92	\$36.70	\$13.22
Employee + Spouse	\$97.54	\$68.02	\$29.52
Employee + Children	\$97.94	\$68.31	\$29.63
Family	\$142.92	\$88.94	\$53.98

SIDEWALK COMMITTEE MEETING
CITY COMMISSION ROOM
Wednesday, October 26, 2022
12:00 PM

Committee Members: Jeff Lechner, Scott Nold, Sharon Knapp, Joe Keffeler. Exofficio Members: City Commissioner Adam Shaw, City Engineering Technician Dan Whitlock.

The following members were present at the meeting: Joe Keffeler, Scott Nold, Sharon Knapp, Jeff Lechner, Adam Shaw and Dan Whitlock. Also present: Jameson Berreth, Jennifer Hasleton.

The meeting was called to order at 12:03 PM

Motion by Ms. Knapp, 2nd by Mr. Lechner to approve minutes of May 20, 2022. Motion carried unanimously.

Motion by Ms. Knapp, 2nd by Mr. Lechner to approve agenda. Motion carried unanimously.

Dan Whitlock gave an update on the status of the 2022 sidewalk project that was approved by the committee on November 4, 2021.

After some discussion a motion was made by Keffler, 2nd by Lechner to recommend to the City Commission sidewalk assessments at the following locations in 2023:

1. South Side of NW 2nd Street from Highland Ave to Farmers Ave (Approx. 9807 Sq Ft)
2. S Highland Ave from SW 3rd Street south to driveway of Madison Public Works building driveway. (Approx. 1144 Sq Ft)
3. NE 4th Street from N Washington Ave to N Prairie Ave (Approx. 3568 Sq Ft)
4. N Summit Ave from NE 3rd Street to NE 4th Street (Approx. 1285 Sq Ft)
5. 222 N Chicago Ave (Approx. 668 Sq Ft)

North side of NW 2nd from Highland Ave to Farmers Ave to be done when the area is developed.

Motion to Adjourn by Ms. Knapp second by Mr. Nold.

Adjourned at 12:27 PM

Dan Whitlock approached next year's sidewalk installation areas. Northwest part of town has many areas with no sidewalk. These areas have high traffic from children going to and from school. Mention of sidewalk being installed coinciding with street work for less interruption.



Overview

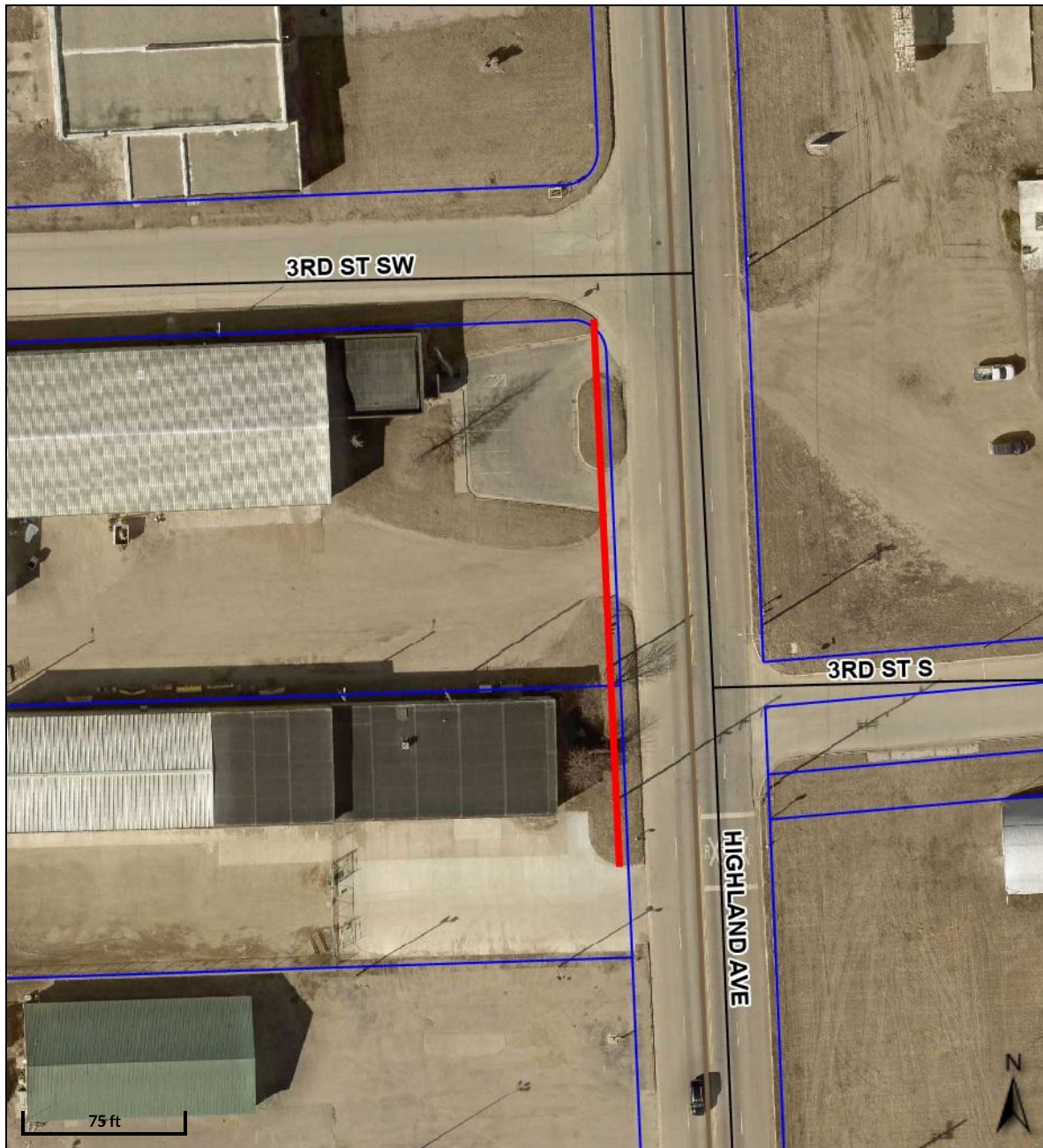


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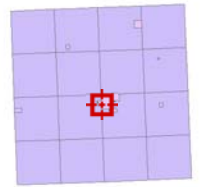
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-  Roads
-  Corporate Limits
-  Political Township

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Overview



Legend

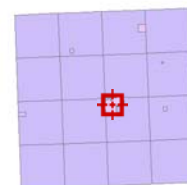
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-  Roads
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Overview

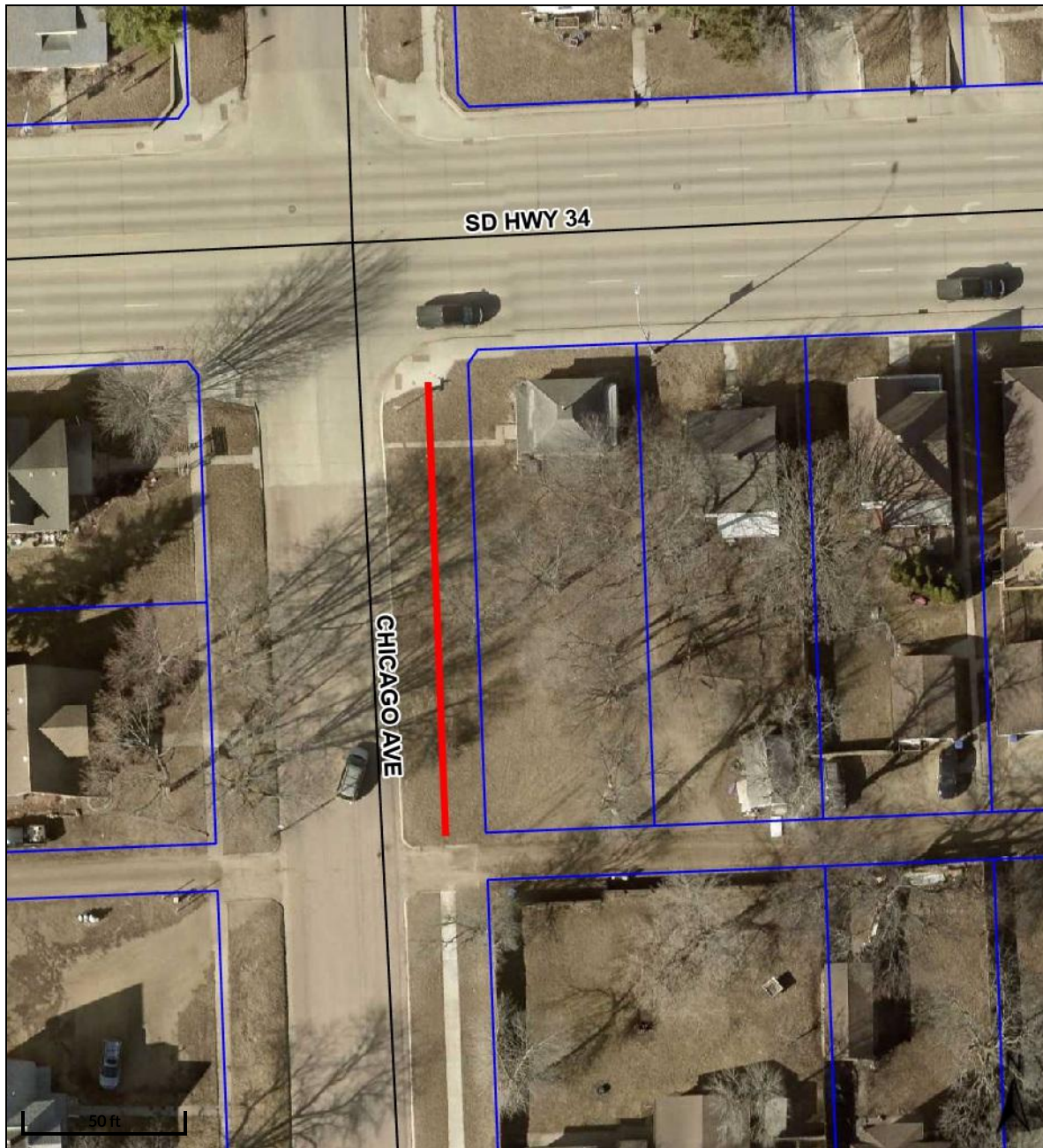


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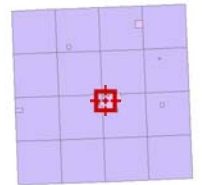
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Overview



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-  Parcels
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CITY OF MADISON

Water System Improvements

PROJECT DESCRIPTION

This project includes 63 blocks of water, sanitary sewer, storm sewer, roadway reconstruction, right of way restoration, and seeding.

PROJECT UPDATE | November 7, 2022

PROJECT PHASING

PHASE 1A: 23 blocks

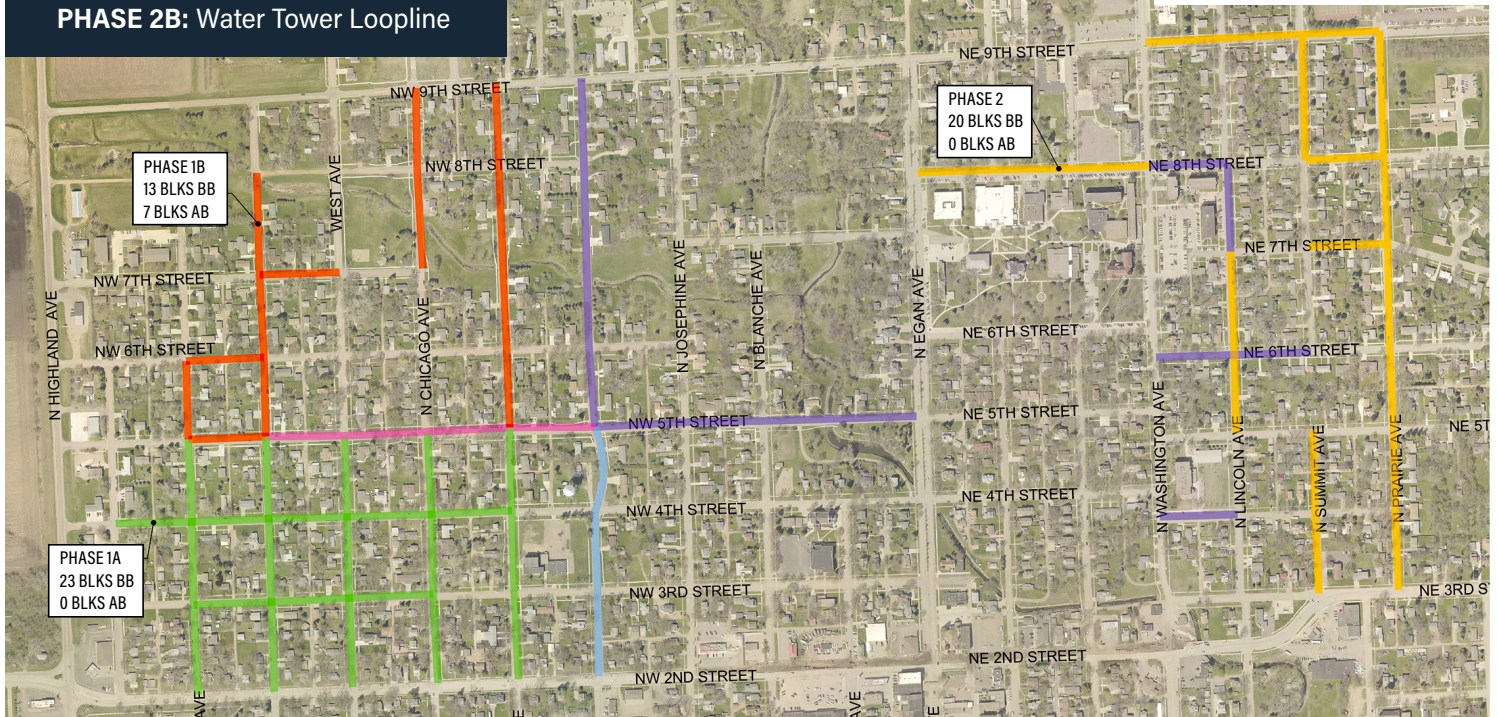
PHASE 1B: 20 blocks

PHASE 2A: 20 blocks

PHASE 2B: Water Tower Loopline

PHASING MAP

LEGEND:
 PHASE 1A
 PHASE 1B
 PHASE 1B - ALT. 1
 PHASE 1B - ALT. 2
 PHASE 2
 PHASE 2 ALT.



PROJECT INFORMATION

CONSULTANT:

Banner Associates, Inc.
 2307 W 57th St, Ste 102, Sioux Falls, SD 57108
 855-323-6342 (toll free)

CONTACT: Weston Blasius

CONTRACTORS:

J&J Earthworks
 1002 S Madison St.
 Milbank, SD 57252
 605-924-0496

Halme Inc.
 44769 SD Hwy 28
 Lake Norden, SD 57248
 605-785-2323

BID PRICE:

\$15,570,926

PERCENT COMPLETE: 80%

PROJECT UPDATE AND SCHEDULE

- **PHASE 1A:** Contractor to complete final remaining sidewalk work and complete final punchlist items.
- **PHASE 1B:** Performing asphalt surfacing, pouring concrete sidewalk and driveways, and roadway reconstruction on Union Avenue.
- **PHASE 2A:** Completed asphalt surfacing on project, performing concrete driveway and sidewalk work. Starting boulevard restoration on 9th Street, 8th Street, and Prairie Avenue.
- **PHASE 2B:** Completed warranty walkthrough and provided contractor with list of warranty items to address.

