



BOARD OF COMMISSIONERS AGENDA
November 21, 2022
5:30 PM – 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/82166377286>

PLEDGE OF ALLEGIANCE

Meeting ID: 821 6637 7286

ROLL CALL

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

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes – November 7, 2022
- 2) Minutes – November 10, 2022
- 3) Bills for Approval – November 23, 2022
- 4) Bills for Ratification – November 16, 2022
- 5) Payroll Bills for Ratification – November 18, 2022
- 6) Personnel
- 7) Building Permit Report – October 2022
- 8) Approve 2023 Alcoholic Beverage License Application Renewals – Liquor/Wine
- 9) Authorize Mayor to sign Law Enforcement Officer Certification Agreement
- 10) Set Bid Date - Bid No. 915 - Chemicals - December 14, 2022 10:00am

OLD BUSINESS

- 1) Second Reading of Ordinance No. 1651 – Amend Appendix B Zoning Section 17.02
- 2) Second Reading of Ordinance No. 1653 – 2023 Appropriations

NEW BUSINESS

- 1) Authorize Mayor to sign Agreement with SD Dept. of Public Safety Office of Emergency Management
- 2) Adopt Resolution 2022-50 – Approve Creation by Lake County of TIF District #6 within the City of Madison
- 3) Adopt Resolution 2022-51 – Amend Employee Compensation for 2022 – Library Department
- 4) Adopt Resolution 2022-52 – Establish Employee Compensation for 2023 – Salary Resolution
- 5) Authorize Mayor to Sign Change Order No. 3 – Winter Contracting, Inc. – NW 9th St/Union Ave Reconstruction
- 6) 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
- 2) Next Regular Commission Meeting – Monday, December 5, 2022 at 5:30 pm

ADJOURN

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

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

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

CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042

November 7, 2022
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 7th day of November 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 Dybdahl, seconded by Commissioner Shaw to adopt the November 7th agenda. Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Wire, to approve the following items on the consent calendar: Minutes – October 17, 2022, Minutes – October 24, 2022, Bills for Approval – November 9, 2022, Bills for Ratification – October 27, 2022, Bills for Ratification – November 2, 2022, Payroll Bills for Ratification – October 28, 2022, Personnel, Approve 2023 Alcoholic Beverage License Application Renewals – Liquor/Wine, Approve trade in of Recycling Facility skid steer for \$12,000, Authorize Mayor to Sign Grant Pre-Application for AIP 3-46-0029-024-2023 – Reconstruct Hangar Taxilanes, Airport Access Road, and Parking Lot – Construction, Authorize Mayor to Sign Grant Pre-Application for AIG 3-46-0029-025-2023 – Reconstruct Hangar Taxilanes, Airport Access Road, and Parking Lot – Construction, Declare Surplus Property and appoint appraisers – Pad mount transformers and pole mount transformers, Declare Surplus Property and appoint appraisers – Library Tables & Chairs.

Bills for Approval – November 9, 2022

Aeration Industries, Motor 14,231.00; American Engineering, WWTF Digester 685.00; Appera, Mat Rentals 72.98; Avera Medical Group, Drug Collection/Testing 74.00; Banner Associates Inc, Madison Water System Improvements 133,301.40; Bargain Barn Tire Center, Tire Repairs 100.00; Border States Electric Supply, Inventory / Materials 3,018.36; Borns Group Inc, Printing & Postage 2,185.68; Buffalo Ridge Concrete Inc, Concrete 217.00; Butler Machinery Co, Generator Maintenance 2,257.42; Classic Convenience Inc, Fuel 316.00; Coles Petroleum Products Inc, Oil 216.48; Core & Main GP LLC, Hydrant Parts/Meters 5,638.30; Creative Culture Insignia LLC, Patrolman Badges 285.00; Dahl/Kester, Part Time Animal Control 173.29; Dakota State University, Workstudy & Student Labor Wages 2,801.92; Daxko LLC, Spectrum Software Fees 1,746.26; Dollar General Corp, Baskets 62.75; F & M Coop Oil Co, Fuel/Tire Repairs 802.63; First Bank & Trust, Interest Payment 11,745.88; Fox Promo LLC, Sew on Patches 36.00; Galls LLC, Uniform Trousers 87.64; Graybar Electric Co Inc, Innerduct Conduit/Inventory/Materials 10,027.08; Great America Financial Svcs, HR Copier Lease 318.00; Guarantee Roofing & Sheet Metal of SD, Roofing at WTP & WWTP 73,421.00; Guardian Alliance Technologies Inc, Guardian Software Platform 204.00; Hach Co, Filter Paper 97.24; Hanco Corporation, Tire Repair Kit 303.65; Houston Engineering, NW 9th St & Union Ave 1,950.75; Hunter Publishing Inc, October 20 Publications 133.85; Josh's Tools LLC, Socket Sets 57.70; Krug Products Inc, Hose Assembly 151.66; Lake Area Improvement Corp, Sales Tax Rebate - Custom Touch 3rd Qtr 27,861.49; Lake County Sheriffs Dept, SRT Vest - Flanagan 1,339.75; Lewis&Clark Regional Water Sys, October Fees 270.00; Madison Ace Hardware, Coupling/Adapter 9.98; Madison Grocery Store Inc, Snacks/Soda 96.82; Meierhenry Sargent LLP, Bond Counsel 82,846.80; National MS Society, MS/5K Donation - Madison Community Center 399.00; O Reilly Automotive Inc, Filters 501.73; Office Peeps Inc, Janitorial Supplies 269.64; Prostrullo Auto Plaza Co, Mount/Bal. Tires 105.00; Riggins/Morris A, Fuel Stipend - 2nd & 3rd Qtr 7,019.17; Runnings Supply Inc, Clothing/Spray Paint/Wire/Spades/Misc 507.45; Rural Electric Supply Coop, Elbows 2,232.00; SD Dept of Agriculture, Testing - WWC Level 1 - Jeremy Martin 60.00; SD Dept of Transportation, Tru-Up Audit Costs 864.41; SD Water and Wastewater Assoc, 2023 Dues 80.00; Shpigler Consulting Inc, Services 6,000.00; Sioux Valley Energy, Utilities 66.00; Stuart Irby Tool Co, Inventory/Materials 2,706.00; Sturdevants Madison Inc, LED Light 16.48; Knife River, Asphalt 5,558.00; Tyler Technologies Inc, Annual SAAS Fees 71,820.00; US Bank St Paul, Refunding Bonds - Admin Fees 770.00; USA Blue Book, Supplies/Chemicals 603.85; Wesco Distribution Inc, Inventory/Materials 15,233.55.

Bills for Ratification – October 27, 2022

A A A Collections Inc, Collection Services – September 502.96; Appera, Mat Rentals 58.12; Baker & Taylor, Books 106.91; Blackstone Publishing, DVDs 77.66; Bluepeak, Internet Fire Dept 44.95; Bound To Stay Bound Inc, Books 253.19;

Bowes Construction, Tack Oil 1,050.00; Builders FirstSource, Door Closure/Lumber/Concrete Mix 82.47; Carquest of Madison, MIS Race Fuel/Headlight/Power Foam 59.94; Christiansen Complete Water, Water/Cooler Rental 22.00; Classic Convenience Inc, Fuel 464.57; Demco Inc, Paperfold Book Jacket Covers 175.03; DGR Engineering, Professional Services 7,470.40; Equity Green Inc, Hydrant Deposit Refund 500.00; Etterman Enterprises Inc, Hand Scrub 68.56; F & M Coop Oil Co, Fuel/Tire Repairs 302.09; Greater Madison Area Chamber, Reissue - Qtr 4 Appropriation 25,610.00; Hawkins Inc, Chlorine 504.00; Heiman Inc, Hose 1,212.00; Hunter Publishing Inc, Advertising/Publications 1,197.63; Infotech Solutions LLC, Computer & Software Subscription Fees 4,802.48; Ingram Co, Books 177.64; Karl Chevrolet, Inc, Anyglide Box 1,417.50; Kolorworks, Paint & Supplies for CC 209.69; Lake County Register of Deeds, Hyland Annexation/Sept Copies 36.00; Leighton Family Farms, Popcorn 60.00; Lewis Drugs Inc, Candy/Kleenex/Soap 107.00; Limmer/Jayson, Reissue Travel Reimbursement - Leadership School 110.00; Madison Ace Hardware, Water Cooler/Chainsaw Oil 1,319.98; Madison Grocery Store Inc, ASP Snacks 251.71; Madison Lawn Care Inc, Custom Lawn Mowing 176.40; Malloy Electric, Air Compressor Motor 761.27; Markos Repair, Grinding Wheel 74.36; Micromarketing LLC, Books/DVDs 397.73; Minnesota Municipal Util Assn, 4th Qtr - Job Training & Safety Program 1,125.00; Northwest Lineman College, Wiatt - LCP Module 616.00; Northwestern Energy, Utilities 70.99; OCLC Inc, Cataloging and Metadata Subscription 385.48; Office Peeps Inc, Toner/Paper/Office Supplies 338.93; Paraclete Press Inc, Books 144.30; Penguin Random House LLC, Book 30.00; Pheasantland Industries, Uniforms 1,628.46; Prostrullo Auto Plaza Co, Service Vehicles 473.52; Redwood Toxicology Laboratory Inc, Testing Supplies 125.00; Reinicke Construction Inc, Crushed Gravel 1,147.28; Remote Systems Integration, Data Service 3rd Qtr 180.00; Runnings Supply Inc, Uniforms, Misc 147.65; Safety Benefits Inc, 2022 Annual Safety & Loss Conf Registration 225.00; Sanitation Products Inc, 95 Gallon Carts 2,380.00; Scholastic Inc Education, Books 667.10; Stuart Irby Tool Co, Elbows/Safety Gloves/Testing 6,525.97; Sturdevants Madison Inc, Filters/Spark Plugs 196.52; Knife River, Asphalt 4,687.90; Ten Eyck/Michelle, Lifeguard Training 2,000.00; The Penworthy Co LLC, Books 234.56; Timmer Supply Co, Barb Ball Valve, Barb, Tee 19.59; Today's Business Solutions Inc, MyPC Computer Software 3,207.25; Tyler Technologies Inc, Advanced Scheduling 625.00; Utilismart Corporation, Utility Data/Device Manager & SmartMAP 3,893.00; W W Grainger Inc, Glass Stirring Rod 3.80; Warne Chemical & Equipment Co, Parts 190.25; Wheelco Brake & Supply Inc, Filter 51.30.

Bills for Ratification – November 2, 2022

Alpha Media USA LLC, Community Center Advertising 420.00; Appeara, Mat Rentals 143.70; AT & T Mobility, Service for Phone & Tablets 2,406.12; Baker & Taylor, Books 218.83; Barger Electric LLC, In Floor Heat 118.50; Berreth/Jameson, Travel Reimbursement - Heartland Budget Mtg 29.38; Blackstone Publishing, CD Books 160.11; Bluepeak, Phone & Internet 3,348.57; Border States Electric Supply, Inventory / Materials 730.34; Central States Wire Products, Bundling Wire 1,947.10; Century Business Products Inc, Copier Contract 27.00; Christiansen Complete Water, Water/Cooler Rental 38.00; City of Sioux Falls, Bacteria Tests - Community Center 264.00; Classic Convenience Inc, Fuel 108.14; Coast to Coast Solutions Inc, Pens 320.71; Coles Petroleum Products Inc, Fuel 10,799.45; Dakota State University, Printing/Utilities/Work Orders 11,540.22; Dakota Supply Group Inc, Transformer 7,337.50; Demco Inc, Calendars/Labels 193.94; Dollar General Corp, Kleenex/Cups/Cleaning Supplies 208.40; Ebdrup/Roxanne, Meal Reimbursement 20.00; EMBE, WSI Class 1,800.00; F & M Coop Oil Co, #2 Diesel Dyed - Generation Plant/Fuel 27,312.00; Frederick/Michael, Books 48.00; G & R Controls Inc, Impeller Kit 391.73; Gale Cengage Learning, Books 152.75; Great America Financial Svcs, Lease Copier 338.69; Hanco Corporation, Tire Repair Kit 728.71; Hawkins Inc, Chemicals 1,791.39; Hillyard Inc, Janitorial Supplies 633.58; Hunter Publishing Inc, Advertising/Publications 371.93; Ingram Co, Books 1,072.51; Jencks & Jencks PC, November Services/Contract 5,500.00; Krug Products Inc, Torch Head Assembly 56.80; Lake County International Inc, Filters 92.07; Lake County Treasurer, Fuel 202.37; Lewis Drugs Inc, Pumpkins/Cat Food/Cleaning Supplies/Misc 221.41; Lewis&Clark Regional Water Sys, Lobbying Charges 3,860.00; Madison Ace Hardware, Mineral Spirits/Misc Hardware 80.74; Madison Grocery Store Inc, ASP Groceries 271.72; Marco Technologies, Lease Agreement 285.47; Markos Repair, Starter 302.73; May Construction Inc, Boring 60,757.76; Merles Carpet Cleaning, Services 199.68; MPower Technologies Inc, Professional Services – Mapping 660.00; Northwestern Energy, Utilities 117.21; O Reilly Automotive Inc, Oil Filter/Fuel-Water Sep 25.69; Office Peeps Inc, Janitorial & Office Supplies/Services 691.73; Penguin Random House LLC, Books 50.96; Porta Pros Inc, Toilet Rentals 205.50; Ramkota Hotel & Conf Center – Pierre, Lodging 77.00; Resykle LLC, Iron 9.50; Runnings Supply Inc, Cat & Dog Food/Litter/Shop Towels/Drill Bits 234.43; Scholastic Inc Education, Books 68.34; SD Public Health Laboratory, Water Samples 86.00; SDN Communications, Internet 1,033.58; Sioux Falls Area Humane Soc, City Contract 474.24; Sterling Computer Products, Ink Cartridges 130.67; Streichers Inc, Clipboard/Belt 62.97; Stuart Irby Tool Co, Rubber Glove Testing 583.06; Sturdevants Madison Inc, Double Lock Tape/Headlight Switch/Mirrors 134.91; Knife River,

Asphalt 993.30; Talk The Tee, Decals/T-shirts 490.00; The Library Corp, OCI Hosted Upgrade 847.00; Timmer Supply Co, Faucet Connector 5.05; Tritech Software Systems, Field Ops Subscription 45.57; Tyler Technologies Inc, Advanced Scheduling 312.50; Vantek Communications Inc, Pager 1,050.00; Verizon Wireless, ASP Monthly Service 108.50.

Payroll Bills for Ratification – October 28, 2022

Health Pool of South Dakota 38,323.92; IRS-EFTPS 38,850.05; Office-Child Support Enforce 900.00; SD Retirement System 20,830.04; SD Retirement System 2,995.00.

Personnel

Milton/Dylen, Volunteer; Yatime/Helmi, Volunteer; Fuller/Hudson, Volunteer; Green/Jeremy, Volunteer; McDaniel/Ryan, Volunteer; Buchmann/Michael, Volunteer; Arbach/Nicholai, Volunteer; Kampshoff/Samuel, Volunteer; Gaiko/Robert, Volunteer; Heckenlaible/Trey, Volunteer; Byrum/Braden, Volunteer; Perry/Aiden, Volunteer; Booth/Aaron, Volunteer; Rocha/Aiden, Volunteer; Swack/Alexander, Volunteer; Spicer/Ayden, Volunteer; Loos/Ben, Volunteer; Wilson/Bo, Volunteer; Haller/Cameron, Volunteer; DeWitt/Chase, Volunteer; Drumheller/Cole, Volunteer; DeBorde/Collin, Volunteer; Leshner/Daniel, Volunteer; Portner/Dawson, Volunteer; Verver/Samantha, 12.36; Verver/Samantha, 10.25; Krusemark/Kaden, 13.50; Krusemark/Kaden, 13.00; Keller/Patricia, 11.38; Goldade/Kira, 10.25; Martin/Jeremy, 20.96.

Mayor Lindsay moved item 9, the update on Madison System Improvements Projects to the top of new business. A special meeting was set to discuss options to keep NW 9th St open for the winter.

Motion by Commissioner Corbin, seconded by Shaw to approve the 1st reading of Ordinance No 1651 – Amend Appendix B Zoning Section 17.02. Motion carried.

Motion by Commissioner Corbin, seconded by Commissioner Wire to approve agreement with Banner Associates for ARPA Projects engineering services. Motion carried.

Motion by Commissioner Corbin, seconded by Commissioner Shaw to amend the donation to East Dakota Transit from \$14,250 to \$30,000 for 2023-Appropriations line Promotions & Community Contributions. Motion carried. Wire abstained.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to remove 95,000 for 2023-Appropriations line Promotions & Community Contributions for a duplicate entry. Motion carried. Wire abstained.

Motion by Commissioner Shaw, seconded by Dybdahl to approve the 1st reading of Ordinance No 1653 – First Reading of Ordinance No. 1653 – 2023 Appropriations as amended. Motion carried.

Motion by Commissioner Wire, seconded by Commissioner Dybdahl to approve DGR Engineering Task Order #10 2022-2023 Electric Distribution Conversion Project Amendment #1. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to approve DGR Engineering Task Order #11 Green Substation Improvements. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to approve Teamsters 2023-2025 Collective Bargaining Agreement. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to Approve IBEW 2023-2025 Collective Bargaining Agreement. Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Corbin to approve Sidewalk Committee recommendations for 2023 Sidewalk Improvement Project Motion carried.

City Administrator Berreth announced there are two Community Center Board openings for 2023. Next Regular Meeting will be November 21, 2022.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw, to Adjourn at 7:00pm. 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**

November 10, 2022
Regular

The Board of Commissioners of the City of Madison met in special meeting at 12:00pm on the 10th day of November with the following members present on roll call: Mayor Roy Lindsay and Commissioners Adam Shaw, Jerae Wire, Jeremiah Corbin and Kelly Dybdahl.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to adopt the November 10th agenda. Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Corbin, to approve CO#2 to keep all of 9th street open. Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Corbin, to Adjourn at 12:33 pm. Motion carried unanimously.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.



Madison, SD

Vendor Publication Report

Payment Date Range: 11/10/2022 - 11/14/2022

Vendor Name	Vendor Number	Total Payments
AFLAC	000003	3,351.96
DELTA DENTAL	003716	5,978.64
HEALTH POOL OF SOUTH DAKOTA	000505	38,320.77
IRS-EFTPS	005583	37,348.34
LOCAL UNION #426, IBEW	000843	428.00
OFFICE-CHILD SUPPORT ENFORCE	005096	1,182.96
SD RETIREMENT SYSTEM	000136	20,813.72
SD RETIREMENT SYSTEM	005898	3,065.00
TEAMSTERS LOCAL NO 120	000850	738.00
Grand Total:	111,227.39	

CITY OF MADISON
PERSONNEL
November 2022

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Murray, Emma	11/14/2022		PT<20		10.56	After School Program
London, Grant	11/8/2022		PT<20		12	Lifeguard
Barkmeier, Lucas	11/8/2022		PT<20		12	Lifeguard
Hill, Luke	11/14/2022		FT		24.32	Police Officer
Oftedal, Hayden	11/1/2022		PT<20	12	13	Lifeguard w/Water Safety Instructor Certificate
Severs, Gabe	11/1/2022		PT<20	12	13	Lifeguard w/Water Safety Instructor Certificate
Olson, Wyatt	11/1/2022		PT<20	12	13	Lifeguard w/Water Safety Instructor Certificate

October 2022 Building Permit Report

Date	Permit No.	Owner	Address	Use	Type of Construction	Contractor	Estimated Build Cost	Permit Fee
10/3	8327	Tim & Beth Salmen	1127 NE 9th Street	Res	Remove existing siding 42' up and install Versetta Stone	Miller Construction PO Box 194 Madison, SD 57042	\$8,000.00	\$88.00
10/6	8328	Kathy & Mike Bolt	714 NW 5th Street	Res	New 6' wood, privacy fence	Self	\$1,500.00	\$29.00
10/12	8364	Austin Kesteloot	415 N Olive Avenue	Res	Replacing missing shingles from storm, residing with vinyl	Self	\$20,000.00	-
10/13	8329	Aubrey Graham	809 N Josephine Avenue	Res	Repair to chainlink fence, storm damage	Michael's Fence 3900 N Potsdom Avenue Sioux Falls, SD 57104	\$2,188.00	-
10/14	8330	Angela Behrends	424 NW 1st Avenue	Res	Replace garage shingles	G & M Repair 107 N Chicago Madison, SD 57042	\$2,000.00	\$34.00
10/19	8365	Austin Kesteloot	914 N Liberty Avenue	Res	Build 30'x40' storage shed. Siding and shingles to match home.	Self	\$50,000.00	\$403.50
10/28	8332	Brenda & John Bridson	109 N Josephine	Res	Install 6' wood privacy fence	Jeremy Feltman 106 S Charles Avenue Colton, SD 57018	\$6,200.00	\$71.00
10/31	8333	Tim Schmidt	902 SW 1st Street	Res	Adding 24' x 24' concrete slab, moving garage to new slab, addition to home	Self	\$7,500.00	\$516.00
10/1	8379	William Hyland	505 S Highland Avenue	Res	Addition to shop	Self	\$150,000.00	\$803.50
	9					Total	\$247,388.00	\$1,945.00



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

OWNER NAME	BUSINESS NAME	ADDRESS
Classic Corner LP	Classic Corner	500 SE 10th St
Nicky's LLC	Nicky's Restaurant	1407 NW 2nd St

LAW ENFORCEMENT OFFICER CERTIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of November, 2022, by and between the City of Madison, South Dakota of, 116 W Center St, Madison, South Dakota, 57042, a municipal corporation, hereinafter for convenience referred to as "City" and Luke Hill, hereinafter for convenience referred to as "Officer".

RECITALS

WHEREAS, the City of Madison is a municipal corporation operating under the laws of the State of South Dakota; and

WHEREAS, the City operates a police force to provide for the safety and welfare of its residents by enforcing the City ordinances and laws of the State of South Dakota, within its corporate boundaries; and

WHEREAS, the City is required from time to time to retain a Chief of Police and law Officers to enforce the City ordinances and State laws within its corporate boundaries; and

WHEREAS, the Officer has been employed on a probationary basis by the City as an uncertified Law Enforcement Officer; and

WHEREAS, the City desires to sponsor said Officer in the Law Enforcement Basic Certification Course; and

WHEREAS, the City has caused the Officer to be enrolled in the Law Enforcement Basic Certification Course commencing on _____, 20____.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties hereto agree as follows:

1. The City of Madison has agreed to employ and the Officer has agreed to be employed as a probationary Law Officer for the City of Madison at a rate of \$24.32 per hour for all hours worked during a normal, 40 hour work week.
2. The Officer shall be eligible for consideration for pay increases from the City according to the normal pay policies of the City of Madison.

3. The City of Madison hereby agrees to sponsor said Officer in the South Dakota Law Enforcement Officer's Training Academy and the Officer agrees to enroll and use his best efforts in successfully completing said training program.

4. Officer acknowledges that he meets the minimum requirements of the South Dakota Administrative Rules Section 2.01.02.01 and upon successfully completing the Law Enforcement Basic Certification Course, will be eligible for certification as a law enforcement Officer in the State of South Dakota.

5. In exchange for the City sponsoring the Officer in the South Dakota Law Enforcement Basic Certification Course, the Officer agrees to work as a certified police Officer for the City of Madison for a minimum of three (3) years after successful completion of the Law Enforcement Basic Certification Course and certification by the State of South Dakota.

6. The City agrees to pay the Officer the sum of \$24.32 per hour for 40 hours per week for the Officer attending the Law Enforcement Basic Certification Course in Pierre, South Dakota.

7. The Officer agrees that if he does not work as a certified Law Officer for the City of Madison for at least three (3) full years after obtaining certification and his employment is terminated for any reason, the Officer agrees to reimburse the City for 100% of the wages paid to him during the Officer's attendance at the Law Enforcement Basic Certification Course in excess of that amount earned above the federal minimum wage then in effect. It is agreed and understood by the parties hereto that the reimbursement in this paragraph is a specific inducement to employing the Officer and the City is relying on such inducement.

8. It is agreed that there will be no refund of wages paid during the Law Enforcement Basic Certification Course period if the Officer works in excess of three years after certification or if his position is reduced by the City at any time for budgetary reasons.

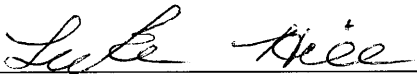
9. It is further agreed that 100% of any wages, in excess of the federal minimum wage, paid to Officer will be repaid by the Officer to the City in the event the Officer does not successfully pass and complete all of the requirements of the Law Enforcement Basic Certification Course for any number of weeks the Officer attends such training.

10. Nothing herein shall change the "at will" employment status of the Officer.

CITY OF MADISON

By: _____
Roy Lindsey, Mayor

Attest: _____



Probationary Law Enforcement Officer

**CITY OF MADISON
ADVERTISEMENT FOR BIDS**

Notice is hereby given that on the 14th day of December 2022, until 10:00am, sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota at the Office of the Finance Officer and will then be publicly opened and read.

BID NO. 915	275 Tons Unslaked Pebble Lime (plus or minus)
	10,000 Lbs. Liquid Chlorine (plus or minus)
	15 Tons Carbon Dioxide (plus or minus)
	2000 Gal. Ferric Chloride (plus or minus)
	600 Gal. Hydrofluosilicic Acid (plus or minus)
	2000 Gal. Aqueous Ammonia (plus or minus)

Bids must be accompanied by a certified check, cashier's check or bank draft payable to the City of Madison in a sum equal to five percent (5%) of the total bid and drawn on a state or national bank or by bid bond in a sum equal to ten percent (10%) of the total bid issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Madison. The check, bond or bank draft will be retained by the owner as liquidated damages if the successful bidder refuses or fails to enter into a contract in accordance with the bid when notified of the award.

Specifications for the items to be bid may be obtained at the issuing office: Office of the City Engineer, 116 W Center Street, Madison, South Dakota 57042.

Bid envelopes must be clearly marked Bid No. 915 - Chemicals.

The City of Madison reserves the right to reject any and all bids and to waive any irregularities.

By Order of the Board of Commissioners
City of Madison
Madison, South Dakota
Sonya Wilt
Finance Officer

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: November 7, 2022

2nd Reading: November 21, 2022

Published: November 23, 2022

Effective: December 13, 2022

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	Second Penny Sale		Special Maintenance	TID #2 Best Western	TID #1 Grant Circle	Creek Mitigation	City Hall Construction	
	General	Tax	Tax	BID Tax	Fee					
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	222,750									222,750
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	15,141,177	235,000	1,466,506	45,600	640,218	60,000	54,000	4,775,779	5,500,000	27,918,280

SECTION II

Means of Finance

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

	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 (-)	6,418,061	-	(583,400)	-	386,671	-	(450)	-	63,061	4,000,000	10,283,943
Grand Total	15,141,177	235,000	1,466,506	45,600	640,218	60,000	-	54,000	4,775,779	5,500,000	27,918,280

ENTERPRISE FUNDS

The amounts budgeted for enterprise funds do not constitute legal appropriations and are included in this ordinance for management control and comparision 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	2,157,894
Total Tax Levy	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: 11/7/2022
2nd Reading: 11/21/2022
Published:
Effective:

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGMENT**

**Sub-Recipient Agreement
Between**

City of Madison
116 W. Center Street
Madison, SD 57042

State of South Dakota
Department of Public Safety
Office of Emergency Management
118 W. Capital Ave.
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the “Agreement” hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) may be inserted below or may be included in an attached Exhibit A and, if attached, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-Recipient’s consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

The Sub-Recipient will undertake and complete the work or performance as described in Exhibit A.

If the State will undertake or complete any work or performance under this Agreement, it is described in Exhibit A.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of DR-4656 PA and the amounts are indicated in Exhibit A, line i.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report. Records for real property and equipment must be retained for 3 years after closeout of the disaster.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after the entire disaster is closed. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION:

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- (A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- (D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT:

Sub-grant closeout will be completed upon verification of final reimbursement between the State and sub-recipient and validation of construction adhering to grant requirements. The State will prepare the closeout documents consisting of, for Small Projects: 1-Request to close the grant, for Large Projects: 1- Request to close the grant 2-An accounting of all costs expended in conjunction of the grant, 3-Written consultations or permits ensuring all environmental conditions were met. The State review completed for reviewed for accuracy or corrections and upon verification of accuracy documents, the State will submit the closeout to FEMA for final reconciliation. Upon FEMA closeout and final reimbursement to the sub-recipient or the State, this will complete the sub-recipient closeout requirements.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

11. COST PRINCIPLES:

Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Sub-Recipient may only terminate this Agreement if no grant funds under this Agreement have been expended. If this Agreement is terminated for any reason and the project is only partially complete, the Sub-Recipient may be required to repay all grant funds paid under this Agreement to the State.

13. FUNDING:

This Sub-Recipient Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto. Any assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

15. CONTROLLING LAW:

This Sub-Recipient Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principals. Federal law, administrative rules, and grant guidelines control the use and administration of federal grants. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing.

19. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient may use contractors to perform work under this Agreement as set forth in Section C. The Sub-Recipient may not sub-grant funds under this Agreement without the previous written approval of the State.

The Sub-Recipient will include provisions in its contracts for this project (or sub-grants if approved) requiring its contractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its contractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any contractors and/or sub-recipients. The Sub-Recipient is required to assist in this process as needed.

20. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services under this Agreement.

21. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

22. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination. Termination of this Agreement for any reason by either party does not relieve the Sub-Recipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Sub-Recipient fails to complete the project within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension. If no request for an extension is received, and the term of this Agreement expires, the funds awarded under this Agreement will automatically de-obligate and be available to other sub-recipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

24. RIGHT TO APPEAL:

Upon my concurrence with the Project Worksheets (PW's), I hereby agree to accept as accurate and final, the costs identified in the PW's, unless one of the following conditions apply within 60 days from the scoping meeting or following any FEMA determination: 1.) The inspection team has made an error. 2.) Additional disaster related damage was discovered.

25. CERTIFICATION REGARDING LOBBYING:

I certify, to the best of my knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative

agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

26. COMPLETION OF WORK:

I hereby agree to perform all work in accordance with the grant conditions, complete all work claimed in the PW's and agree to expend all funds that have been provided in performance of eligible work. I also agree that work will be completed within the required time limits. Large project closeout will be submitted to the State no later than 90 days following the completion of the project.

27. REPORTING REQUIREMENTS:

The Sub-Recipient shall submit quarterly reports for any work to be completed large project (in excess of \$1,000,000) that include a comparison of actual accomplishments to the approved activity objectives, percentage completed to date, and summary of the financial activity for the reporting quarter and include planned activity for the next quarter. The reports shall be submitted within 15 days of the end of the quarter. The quarters will end on December 30, March 30, June 30, and September 30.

28. PROCUREMENT:

Sub-Recipient will follow procurement standards as found in 2 CFR 200.317 through 2 CFR 200.326 and SDCL 5-18A.

29. DOMESTIC PREFERENCES FOR PROCUREMENT:

In accordance with 2 CFR 200.322, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

30. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification, and agrees such noncompliance may be grounds for termination of this Agreement.

31. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

2 CFR 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019

(FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

D. AUTHORIZED SIGNATURES

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

_____ Sub-Recipient Signature	_____ Date
_____ State - SD Office of Emergency Management Recovery and Mitigation Manager	_____ Date
_____ State - Director of SD Office of Emergency Management	_____ Date

**CITY OF MADISON
RESOLUTION NO. 2022-50**

**A RESOLUTION TO APPROVE THE CREATION BY LAKE COUNTY
OF A TAX INCREMENT FINANCING DISTRICT (TIF#6)
WITHIN THE CITY OF MADISON
PURSUANT TO SDCL 11-9-8**

WHEREAS, Lake County is considering the creation of a Tax Increment Financing District (TIF#6) for a project plan for infrastructure improvements for the expansion of the Manitou Group property located South of 7th St SW and East of Highland Avenue in the City of Madison, which will stimulate and develop the general economic welfare and prosperity of the City of Madison through the promotion and advancement of industrial development within the City of Madison; and,

WHEREAS, the improvement of the area is likely to significantly enhance the value of substantially all other real property in the district; and,

WHEREAS, the TIF#6 will be located, in whole or part, within the City of Madison and is legally described and depicted on the attached Exhibit A; and,

WHEREAS, SDCL 11-9-8 provides that no County may create a tax increment financing district located, in whole or part, within a municipality, unless the governing body of the municipality has consented to the creation of the district by resolution;

NOW, THEREFORE, the City Council of the City of Madison hereby resolves, approves and consents to the creation of a TIF #6 by Lake County located within the municipal boundaries of the City of Madison for a project plan for infrastructure improvements for the expansion of the Manitou Group property located South of 7th St SW and East of Highland Avenue in the City of Madison.

Dated this ____ day of _____, 2022.

CITY OF MADISON

ROY LINDSAY, Mayor

Sonya Wilt, Finance Officer

EXHIBIT A

Property Address: 915 7th St SW, Madison, SD 57042

Legal Description:

- Lots one (1), Two (2), Three (3), and Four (4) in Madison Industrial Park in Madison, Lake County, South Dakota
- W262.6' of N334.4' Lot 9 Auditor's Fourths Addition to Madison, Lake County, South Dakota
- The North Three Hundred Thirty Four and .40 (N 334.4') Feet of the East Half (E ½) of Lot Ten (10) of County Auditor's Fourth Addition to Madison, Lake County, South Dakota
- The North Three Hundred Thirty Four and .40 (N 334.4') Feet of the West Half (W ½) of Lot Ten (10) of County Auditor's Fourth Addition to Madison, Lake County, South Dakota
- The North Two Hundred Twenty Two Feet (N 222') EXCEPT the West Two Hundred Fifty Six Feet (W 256') thereof, of Moffit's Outlot #1, Madison, Lake County, South Dakota, according to the Recorded Plat thereof; and
- Lot One (1) of the LAIC First Addition of Madison, South Dakota (A Subdivision of Part of Lot One (1) of County Auditor's 4th Addition)
- Highway 34 truck bypass at the junction of NW 2nd Street, South to 234th Street, East to the Junction of 10th Street SE and Washington Ave South

All Located in the City of Madison, Lake County, South Dakota including within and adjacent rights-of-ways.



RESOLUTION NO. 2022-51

A RESOLUTION TO AMEND ESTABLISHED EMPLOYEE COMPENSATION FOR 2022

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

That Section C of Resolution 2021-29 adopted on November 22, 2021 and previously amended with Resolution No 2022-43 is amended as follows:

Dated this _____ day of November, 2022.

CITY OF MADISON

/s/Roy Lindsay
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

SECTION C

GRADE ASSIGNMENT FOR FULL-TIME NON-EXEMPT POSITIONS

<u>Finance</u>	<u>Grade</u>
Finance Assistant	12
Utility Clerk	12
Cashier/Finance Assistant I	12
Utility Billing Specialist/Finance Assistant II	14
Accounts Receivable Specialist/Finance Assistant II	14
Accounts Payable Specialist/Finance Assistant III	15
<u>Human Resources</u>	<u>Grade</u>
Human Resources Specialist	15
<u>Engineer & Community Development</u>	<u>Grade</u>
Building Official/Code Enforcement Officer	19
GIS/Engineer Technician	19
Engineering Technician	16
Administrative Assistant	12
<u>Police</u>	<u>Grade</u>
Police Sergeant - Patrol	19
Police Sergeant - CID	19
Senior Police Officer	17
Police Officer	16
Administrative Assistant	12
<u>Library</u>	<u>Grade</u>
Systems Librarian	13
Programs Coordinator	13
Library Assistant II	10
<u>Community Center</u>	<u>Grade</u>
Youth Coordinator	10

BENEFITS FOR SECTION C

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

RESOLUTION NO. 2022-52

A RESOLUTION TO ESTABLISH EMPLOYEE COMPENSATION FOR 2023

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

That the position grade assignments, salaries, wages, grade and step scale and benefits as indicated in the attachments hereto shall be administered in bi-weekly pay periods effective with the first pay period of 2023.

The grade and step scale was adjusted by 5.50%. In addition, following the approval of their department head, an additional step of 1.50% effective with the first pay period of 2023. Wages listed in Section E and F have been adjusted by the same 5.50% and, following the approval of their department head, an additional 1.50% effective with the first pay period of 2023.

Dated this _____ day of November, 2022.

CITY OF MADISON

/s/Roy Lindsay
Mayor

ATTEST: /s/Sonya Wilt
Finance Officer

SECTION A

GRADE ASSIGNMENT FOR FULL-TIME EXEMPT DEPARTMENT HEAD POSITIONS

<u>Administration</u>	<u>Grade</u>
City Administrator	26
<u>Finance</u>	<u>Grade</u>
Finance Officer	23
<u>Human Resources</u>	<u>Grade</u>
Human Resources Director	21
<u>Engineer & Community Development</u>	<u>Grade</u>
Engineering and Community Development Director	22
<u>Police</u>	<u>Grade</u>
Police Chief	23
<u>Fire</u>	<u>Grade</u>
Fire Chief	21
<u>Streets, Parks, Solid Waste & Recycling</u>	<u>Grade</u>
Streets, Parks, Solid Waste & Recycling Director	22
<u>Library</u>	<u>Grade</u>
Library Director	20
<u>Utilities</u>	<u>Grade</u>
Utilities Director	25
<u>Community Center</u>	<u>Grade</u>
Community Center Director	21

BENEFITS FOR SECTION A

- 1) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
- 2) Sick – 104 hours per year. 30% payable upon resignation or retirement as a lump sum payment or earlier with 15 years of service, 1500 hours and 55 years old if hired before January 1, 2005. If hired after January 1, 2005, 30% payable upon resignation or retirement as a lump sum payment or earlier with 15 years of service, 1500 hours and 55 years old, up to a total of 576 hours. Any amount paid before resignation or retirement shall be deducted from the lump sum balance due at the time of resignation or retirement.
- 3) Holidays – 2022 Christmas Eve (4 hours), 2022 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Native American Day, Veteran's Day, Thanksgiving Day. Holidays hours based on shift scheduled.
- 4) Retirement – 8% for Fire Chief and Police Chief. 6% all others.
- 5) Health Insurance – single \$723.52 per month; employee + one \$1,155.24 per month; employee + children \$1,287.40 per month; family \$1,333.04 per month (city benefit towards premium).
- 6) Dental Insurance – single \$36.70 per month; employee + one \$68.02 per month; employee + children \$68.31 per month; family \$88.94 per month (city benefit towards premium).
- 7) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
- 8) Life Insurance – \$30,000 term policy.
- 9) Flexible Benefits Plan – healthcare and dependent care options.
- 10) Wellness – \$10.00 bi-weekly if employee is member of Community Center or local fitness center. Community Center employees receive single Community Center membership only.
- 11) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
- 12) Boot/Clothing Allowance – \$150.00 annually with PR#1.

SECTION B

GRADE ASSIGNMENT/SALARY FOR FULL-TIME EXEMPT POSITIONS

<u>Finance</u>	<u>Grade</u>
Deputy Finance Officer/Grant Administrator	18
<u>Parks</u>	<u>Grade</u>
Superintendent – Parks	19
<u>Electric</u>	<u>Grade</u>
Superintendent – Electric	23
<u>Utilities</u>	<u>Grade</u>
Superintendent - Plants	21
Superintendent - Distribution & Collection	21
Utility Services Coordinator	18
<u>Community Center</u>	<u>Grade/Salary</u>
Assistant Director	16
Aquatics Coordinator	14
Recreation/Intramurals/Special Event Coordinator	12
Fitness & Special Events Coordinator	12
Fitness Coordinator	12
Youth Coordinator	12

BENEFITS FOR SECTION B

- 1) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
- 2) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
- 3) Holidays – 2022 Christmas Eve (4 hours), 2022 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Native American Day, Veteran's Day, Thanksgiving Day. Holidays hours based on shift scheduled.
- 4) Retirement – 6%.
- 5) Health Insurance – single \$723.52 per month; employee + one \$1,155.24 per month; employee + children \$1,287.40 per month; family \$1,333.04 per month (city benefit towards premium).
- 6) Dental Insurance – single \$36.70 per month; employee + one \$68.02 per month; employee + children \$68.31 per month; family \$88.94 per month (city benefit towards premium).
- 7) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
- 8) Life Insurance – \$30,000 term policy.
- 9) Flexible Benefits Plan – healthcare and dependent care options.
- 10) Wellness – \$10.00 bi-weekly if employee is member of Community Center or local fitness center. Community Center employees receive single Community Center membership only.
- 11) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
- 12) Boot/Clothing Allowance – \$150.00 annually with PR#1.

SECTION C

GRADE ASSIGNMENT FOR FULL-TIME NON-EXEMPT POSITIONS

<u>Administration</u>	<u>Grade</u>
Information Technology Coordinator	19
<u>Finance</u>	<u>Grade</u>
Cashier/Finance Assistant I	12
Utility Billing Specialist/Finance Assistant II	14
Accounts Receivable Specialist/Finance Assistant II	14
Accounts Payable Specialist/Finance Assistant III	15
<u>Human Resources</u>	<u>Grade</u>
Human Resources Specialist	15
<u>Engineer & Community Development</u>	<u>Grade</u>
Building Official/Code Enforcement Officer	19
GIS/Engineer Technician	19
Engineering Technician	16
Administrative Assistant	13
<u>Police</u>	<u>Grade</u>
Police Sergeant - Patrol	19
Police Sergeant - CID	19
Senior Police Officer	17
Police Officer	16
Administrative Assistant	12
<u>Library</u>	<u>Grade</u>
Library Assistant III & Systems Librarian	13
Programs Coordinator	13
Library Assistant II	10

BENEFITS FOR SECTION C

- 1) Compensation time.
- 2) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
- 3) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
- 4) Holidays – 2022 Christmas Eve (4 hours), 2022 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Native American Day, Veteran's Day, Thanksgiving Day. Holidays hours based on shift scheduled.
- 5) Retirement – 8% for Police Sergeants and Officers, 6% all others.
- 6) Health Insurance – single \$723.52 per month; employee + one \$1,155.24 per month; employee + children \$1,287.40 per month; family \$1,333.04 per month (city benefit towards premium).
- 7) Dental Insurance – single \$36.70 per month; employee + one \$68.02 per month; employee + children \$68.31 per month; family \$88.94 per month (city benefit towards premium).
- 8) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
- 9) Life Insurance – \$30,000 term policy.
- 10) Flexible Benefits Plan – healthcare and dependent care options.
- 11) Wellness – \$10.00 bi-weekly if employee is member of Community Center or local fitness center.
- 12) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
- 13) Boot/Clothing Allowance – \$150.00 annually with PR#1.
- 14) Shift Differential – Weekday Night and Weekend Night 5pm –7 am \$2.00 (Police Dept Only)
- 15) Shift Differential – Weekend Day 7am – 5pm \$1.50 (Police Dept Only)
- 16) Law Enforcement Certifications – employees are eligible to receive an additional step for eligible certifications as approved by Police Chief and Administrator, with a maximum of one step (1.5%). (South Dakota Certified Law Enforcement Officers only)
- 17) Others as stated in Police Department Policy.

SECTION D

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

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

<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 & Collection Operator	13
Water & Wastewater Operator	13

BENEFITS FOR SECTION D

- 1) Compensation time.
- 2) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
- 3) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
- 4) Holidays – 2022 Christmas Eve (4 hours), 2022 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Native American Day, Veteran's Day, Thanksgiving Day. Holidays hours based on shift scheduled.
- 5) Retirement - 6%.
- 6) Health Insurance – single \$723.52 per month; employee + one \$1,155.24 per month; employee + children \$1,287.40 per month; family \$1,333.04 per month (city benefit towards premium).
- 7) Dental Insurance – single \$36.70 per month; employee + one \$68.02 per month; employee + children \$68.31 per month; family \$88.94 per month (city benefit towards premium).
- 8) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
- 9) Life Insurance – \$30,000 term policy.
- 10) Flexible Benefits Plan – healthcare and dependent care options.
- 11) Wellness – \$10.00 bi-weekly if employee is member of Community Center or local fitness center.
- 12) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
- 13) Boot/Clothing Allowance – \$150.00 annually with PR#1.
- 14) Others as negotiated by union contract.

SECTION E

WAGES FOR FULL-TIME NON-EXEMPT IBEW UNION POSITIONS

<u>Utilities</u>	<u>Wage</u>
Lead Lineworker	\$47.42
Journey Lineworker with Electrician's License	\$45.13
Journey Lineworker without Electrician's License	\$44.47
Meter Reader	\$34.68
Lineworker Apprentice	
8 th 6 Months (90%)	\$39.44
7 th 6 Months (85%)	\$37.24
6 th 6 Months (80%)	\$35.05
5 th 6 Months (75%)	\$32.86
4 th 6 Months (70%)	\$30.67
3 rd 6 Months (65%)	\$28.47
2 nd 6 Months (60%)	\$26.28
1 st 6 Months (55%)	\$24.11

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.

BENEFITS FOR SECTION E

- 1) Compensation time.
- 2) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
- 3) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
- 4) Holidays – 2022 Christmas Eve (4 hours), 2022 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Native American Day, Veteran's Day, Thanksgiving Day. Holidays hours based on shift scheduled.
- 5) Retirement - 6%.
- 6) Health Insurance – single \$723.52 per month; employee + one \$1,155.24 per month; employee + children \$1,287.40 per month; family \$1,333.04 per month (city benefit towards premium).
- 7) Dental Insurance – single \$36.70 per month; employee + one \$68.02 per month; employee + children \$68.31 per month; family \$88.94 per month (city benefit towards premium).
- 8) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
- 9) Life Insurance – \$30,000 term policy.
- 10) Flexible Benefits Plan – healthcare and dependent care options.
- 11) Wellness – \$10.00 bi-weekly if employee is member of Community Center or local fitness center.
- 12) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
- 13) Boot/Clothing Allowance – \$150.00 annually with PR#1.
- 14) Others as negotiated by union contract.
- 15) In the case of impasse or failure to approve a Collective Bargaining Agreement, employees who are not members of IBEW may receive increases to wages or benefits shown in this Section.

SECTION F

WAGES FOR PART-TIME WITH BENEFITS NON-EXEMPT POSITIONS

<u>Library</u>	<u>Wage</u>
Library Assistant I	\$19.55

Note: Wages in Section F were increased 5.5% for cost-of-living adjustment. 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.

BENEFITS FOR SECTION F

- 1) Vacation – pro-rated on hours worked.
- 2) Retirement – 6%.

	A	B	C	D	E	F	G	H	I	J	K	L	M
Hourly 08	17.28	17.53	17.81	18.07	18.34	18.61	18.91	19.17	19.46	19.76	20.04	20.35	20.66
*Salary 08	35,942.40	36,462.40	37,044.80	37,585.60	38,147.20	38,708.80	39,332.80	39,873.60	40,476.80	41,100.80	41,683.20	42,328.00	42,972.80
Hourly 09	18.16	18.42	18.71	18.98	19.26	19.55	19.84	20.15	20.46	20.75	21.06	21.38	21.70
*Salary 09	37,772.80	38,313.60	38,916.80	39,478.40	40,060.80	40,664.00	41,267.20	41,912.00	42,556.80	43,160.00	43,804.80	44,470.40	45,136.00
Hourly 10	19.07	19.36	19.65	19.94	20.25	20.55	20.87	21.17	21.48	21.80	22.13	22.46	22.81
*Salary 10	39,665.60	40,268.80	40,872.00	41,475.20	42,120.00	42,744.00	43,409.60	44,033.60	44,678.40	45,344.00	46,030.40	46,716.80	47,444.80
Hourly 11	20.03	20.34	20.64	20.95	21.27	21.60	21.92	22.24	22.58	22.90	23.25	23.60	23.96
*Salary 11	41,662.40	42,307.20	42,931.20	43,576.00	44,241.60	44,928.00	45,593.60	46,259.20	46,966.40	47,632.00	48,360.00	49,088.00	49,836.80
Hourly 12	21.05	21.36	21.69	22.02	22.36	22.69	23.02	23.36	23.72	24.08	24.42	24.79	25.16
*Salary 12	43,784.00	44,428.80	45,115.20	45,801.60	46,508.80	47,195.20	47,881.60	48,588.80	49,337.60	50,086.40	50,793.60	51,563.20	52,332.80
Hourly 13	22.11	22.45	22.79	23.14	23.48	23.82	24.18	24.55	24.92	25.29	25.67	26.06	26.44
*Salary 13	45,988.80	46,696.00	47,403.20	48,131.20	48,838.40	49,545.60	50,294.40	51,064.00	51,833.60	52,603.20	53,393.60	54,204.80	54,995.20
Hourly 14	23.23	23.59	23.94	24.30	24.67	25.04	25.41	25.79	26.17	26.56	26.97	27.38	27.79
*Salary 14	48,318.40	49,067.20	49,795.20	50,544.00	51,313.60	52,083.20	52,852.80	53,643.20	54,433.60	55,244.80	56,097.60	56,950.40	57,803.20
Hourly 15	24.40	24.77	25.14	25.52	25.91	26.31	26.70	27.10	27.50	27.92	28.33	28.75	29.20
*Salary 15	50,752.00	51,521.60	52,291.20	53,081.60	53,892.80	54,724.80	55,536.00	56,368.00	57,200.00	58,073.60	58,926.40	59,800.00	60,736.00
Hourly 16	25.66	26.04	26.43	26.82	27.22	27.62	28.04	28.47	28.90	29.34	29.77	30.20	30.68
*Salary 16	53,372.80	54,163.20	54,974.40	55,785.60	56,617.60	57,449.60	58,323.20	59,217.60	60,112.00	61,027.20	61,921.60	62,816.00	63,814.40
Hourly 17	26.94	27.36	27.77	28.19	28.61	29.03	29.47	29.91	30.36	30.82	31.27	31.74	32.22
*Salary 17	56,035.20	56,908.80	57,761.60	58,635.20	59,508.80	60,382.40	61,297.60	62,212.80	63,148.80	64,105.60	65,041.60	66,019.20	67,017.60
Hourly 18	28.31	28.73	29.18	29.61	30.06	30.50	30.95	31.42	31.88	32.38	32.86	33.34	33.85
*Salary 18	58,884.80	59,758.40	60,694.40	61,588.80	62,524.80	63,440.00	64,376.00	65,353.60	66,310.40	67,350.40	68,348.80	69,347.20	70,408.00
Hourly 19	29.75	30.19	30.65	31.10	31.58	32.04	32.53	33.02	33.52	34.01	34.53	35.05	35.55
*Salary 19	61,880.00	62,795.20	63,752.00	64,688.00	65,686.40	66,643.20	67,662.40	68,681.60	69,721.60	70,740.80	71,822.40	72,904.00	73,944.00
Hourly 20	31.25	31.72	32.20	32.68	33.18	33.67	34.17	34.69	35.19	35.73	36.27	36.83	37.37
*Salary 20	65,000.00	65,977.60	66,976.00	67,974.40	69,014.40	70,033.60	71,073.60	72,155.20	73,195.20	74,318.40	75,441.60	76,606.40	77,729.60
Hourly 21	34.50	35.03	35.53	36.08	36.61	37.17	37.72	38.30	38.86	39.45	40.04	40.64	41.25
*Salary 21	71,760.00	72,862.40	73,902.40	75,046.40	76,148.80	77,313.60	78,457.60	79,664.00	80,828.80	82,056.00	83,283.20	84,531.20	85,800.00
Hourly 22	38.07	38.66	39.22	39.83	40.42	41.02	41.64	42.26	42.90	43.54	44.18	44.85	45.52
*Salary 22	79,185.60	80,412.80	81,577.60	82,846.40	84,073.60	85,321.60	86,611.20	87,900.80	89,232.00	90,563.20	91,894.40	93,288.00	94,681.60
Hourly 23	42.04	42.66	43.30	43.95	44.62	45.28	45.97	46.66	47.36	48.07	48.77	49.51	50.25
*Salary 23	87,443.20	88,732.80	90,064.00	91,416.00	92,809.60	94,182.40	95,617.60	97,052.80	98,508.80	99,985.60	101,441.60	102,980.80	104,520.00
Hourly 24	46.39	47.08	47.79	48.51	49.25	49.99	50.73	51.49	52.26	53.05	53.85	54.65	55.47
*Salary 24	96,491.20	97,926.40	99,403.20	100,900.80	102,440.00	103,979.20	105,518.40	107,099.20	108,700.80	110,344.00	112,008.00	113,672.00	115,377.60
Hourly 25	51.21	51.99	52.77	53.56	54.36	55.18	56.00	56.83	57.69	58.55	59.42	60.34	61.23
*Salary 25	106,516.80	108,139.20	109,761.60	111,404.80	113,068.80	114,774.40	116,480.00	118,206.40	119,995.20	121,784.00	123,593.60	125,507.20	127,358.40
Hourly 26	56.53	57.37	58.26	59.11	60.00	60.91	61.81	62.74	63.69	64.63	65.60	66.60	67.59
*Salary 26	117,582.40	119,329.60	121,180.80	122,948.80	124,800.00	126,692.80	128,564.80	130,499.20	132,475.20	134,430.40	136,448.00	138,528.00	140,587.20

	N	O	P	Q	R	S	T	U	V	W	X	Y
Hourly 08	20.97	21.29	21.61	21.94	22.25	22.59	22.91	23.26	23.62	23.97	24.33	24.70
*Salary 08	43,617.60	44,283.20	44,948.80	45,635.20	46,280.00	46,987.20	47,652.80	48,380.80	49,129.60	49,857.60	50,606.40	51,376.00
Hourly 09	22.04	22.37	22.70	23.04	23.39	23.74	24.10	24.45	24.82	25.20	25.57	25.96
*Salary 09	45,843.20	46,529.60	47,216.00	47,923.20	48,651.20	49,379.20	50,128.00	50,856.00	51,625.60	52,416.00	53,185.60	53,996.80
Hourly 10	23.15	23.49	23.84	24.20	24.56	24.93	25.31	25.69	26.07	26.46	26.86	27.26
*Salary 10	48,152.00	48,859.20	49,587.20	50,336.00	51,084.80	51,854.40	52,644.80	53,435.20	54,225.60	55,036.80	55,868.80	56,700.80
Hourly 11	24.32	24.69	25.06	25.43	25.81	26.20	26.59	27.00	27.40	27.81	28.23	28.64
*Salary 11	50,585.60	51,355.20	52,124.80	52,894.40	53,684.80	54,496.00	55,307.20	56,160.00	56,992.00	57,844.80	58,718.40	59,571.20
Hourly 12	25.55	25.94	26.33	26.72	27.12	27.52	27.94	28.35	28.77	29.21	29.65	30.10
*Salary 12	53,144.00	53,955.20	54,766.40	55,577.60	56,409.60	57,241.60	58,115.20	58,968.00	59,841.60	60,756.80	61,672.00	62,608.00
Hourly 13	26.84	27.24	27.65	28.06	28.50	28.93	29.35	29.79	30.23	30.70	31.16	31.62
*Salary 13	55,827.20	56,659.20	57,512.00	58,364.80	59,280.00	60,174.40	61,048.00	61,963.20	62,878.40	63,856.00	64,812.80	65,769.60
Hourly 14	28.21	28.62	29.05	29.48	29.94	30.38	30.84	31.29	31.77	32.24	32.73	33.22
*Salary 14	58,676.80	59,529.60	60,424.00	61,318.40	62,275.20	63,190.40	64,147.20	65,083.20	66,081.60	67,059.20	68,078.40	69,097.60
Hourly 15	29.63	30.08	30.52	30.99	31.45	31.92	32.40	32.88	33.37	33.89	34.38	34.90
*Salary 15	61,630.40	62,566.40	63,481.60	64,459.20	65,416.00	66,393.60	67,392.00	68,390.40	69,409.60	70,491.20	71,510.40	72,592.00
Hourly 16	31.13	31.60	32.07	32.55	33.04	33.54	34.03	34.55	35.07	35.59	36.13	36.66
*Salary 16	64,750.40	65,728.00	66,705.60	67,704.00	68,723.20	69,763.20	70,782.40	71,864.00	72,945.60	74,027.20	75,150.40	76,252.80
Hourly 17	32.70	33.20	33.69	34.19	34.71	35.23	35.76	36.29	36.85	37.39	37.96	38.52
*Salary 17	68,016.00	69,056.00	70,075.20	71,115.20	72,196.80	73,278.40	74,380.80	75,483.20	76,648.00	77,771.20	78,956.80	80,121.60
Hourly 18	34.36	34.87	35.41	35.92	36.47	37.01	37.58	38.13	38.71	39.28	39.88	40.47
*Salary 18	71,468.80	72,529.60	73,652.80	74,713.60	75,857.60	76,980.80	78,166.40	79,310.40	80,516.80	81,702.40	82,950.40	84,177.60
Hourly 19	36.11	36.64	37.19	37.75	38.33	38.89	39.47	40.07	40.67	41.29	41.88	42.52
*Salary 19	75,108.80	76,211.20	77,355.20	78,520.00	79,726.40	80,891.20	82,097.60	83,345.60	84,593.60	85,883.20	87,110.40	88,441.60
Hourly 20	37.93	38.50	39.09	39.65	40.25	40.86	41.48	42.11	42.73	43.36	44.01	44.68
*Salary 20	78,894.40	80,080.00	81,307.20	82,472.00	83,720.00	84,988.80	86,278.40	87,588.80	88,878.40	90,188.80	91,540.80	92,934.40
Hourly 21	41.86	42.48	43.13	43.78	44.44	45.11	45.78	46.45	47.15	47.85	48.58	49.31
*Salary 21	87,068.80	88,358.40	89,710.40	91,062.40	92,435.20	93,828.80	95,222.40	96,616.00	98,072.00	99,528.00	101,046.40	102,564.80
Hourly 22	46.22	46.92	47.61	48.33	49.05	49.77	50.53	51.29	52.07	52.84	53.64	54.44
*Salary 22	96,137.60	97,593.60	99,028.80	100,526.40	102,024.00	103,521.60	105,102.40	106,683.20	108,305.60	109,907.20	111,571.20	113,235.20
Hourly 23	51.01	51.77	52.54	53.33	54.12	54.95	55.79	56.62	57.47	58.32	59.20	60.08
*Salary 23	106,100.80	107,681.60	109,283.20	110,926.40	112,569.60	114,296.00	116,043.20	117,769.60	119,537.60	121,305.60	123,136.00	124,966.40
Hourly 24	56.29	57.14	57.99	58.89	59.77	60.65	61.56	62.48	63.44	64.39	65.34	66.33
*Salary 24	117,083.20	118,851.20	120,619.20	122,491.20	124,321.60	126,152.00	128,044.80	129,958.40	131,955.20	133,931.20	135,907.20	137,966.40
Hourly 25	62.16	63.08	64.04	64.99	65.97	66.94	67.95	68.98	70.01	71.05	72.12	73.21
*Salary 25	129,292.80	131,206.40	133,203.20	135,179.20	137,217.60	139,235.20	141,336.00	143,478.40	145,620.80	147,784.00	150,009.60	152,276.80
Hourly 26	68.60	69.64	70.67	71.74	72.82	73.91	75.02	76.15	77.29	78.45	79.62	80.81
*Salary 26	142,688.00	144,851.20	146,993.60	149,219.20	151,465.60	153,732.80	156,041.60	158,392.00	160,763.20	163,176.00	165,609.60	168,084.80

Date of Issuance: 11/14/2022	Effective Date: 11/21/2022
Owner: City of Madison	Owner's Contract No.:
Contractor: Winter Contracting, Inc.	Contractor's Project No.:
Engineer: Banner Associates, Inc.	Engineer's Project No.: 23885.00
Project: NW 9 th St/Union Ave Reconstruction	Contract Name:

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

Description:

- 1) Furnish and Install 30" RCP Flared End Section on storm sewer outlet west of Olive Ave (\$1,352.00)
- 2) Modify storm sewer inlet casting to be roll over type at driveway on southwest corner of West Ave and 9th St Intersection (\$925.00)

Attachments: Marked up Plan Sheet A-2

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 3,475,000.00	Original Contract Times: Substantial Completion: <u>October 28, 2022</u> Ready for Final Payment: <u>November 18, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ 64,500.00	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ 3,539,500.00	Contract Times prior to this Change Order: Substantial Completion: <u>Same as above</u> Ready for Final Payment: <u>Same as above</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 2,277.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>None</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 3,541,777.00	Contract Times with all approved Change Orders: Substantial Completion: <u>October 28, 2022</u> Ready for Final Payment: <u>November 18, 2022</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Prime Professional</u>	Title: <u>Mayor</u>	Title: <u>member</u>
Date: <u>11/14/2022</u>	Date: _____	Date: <u>11/14/22</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



**MADISON WATER SYSTEM
IMPROVEMENTS PROJECTS
UPDATE NOVEMBER 21, 2022**



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

NW 9th Street from Highland Avenue to Park Creek

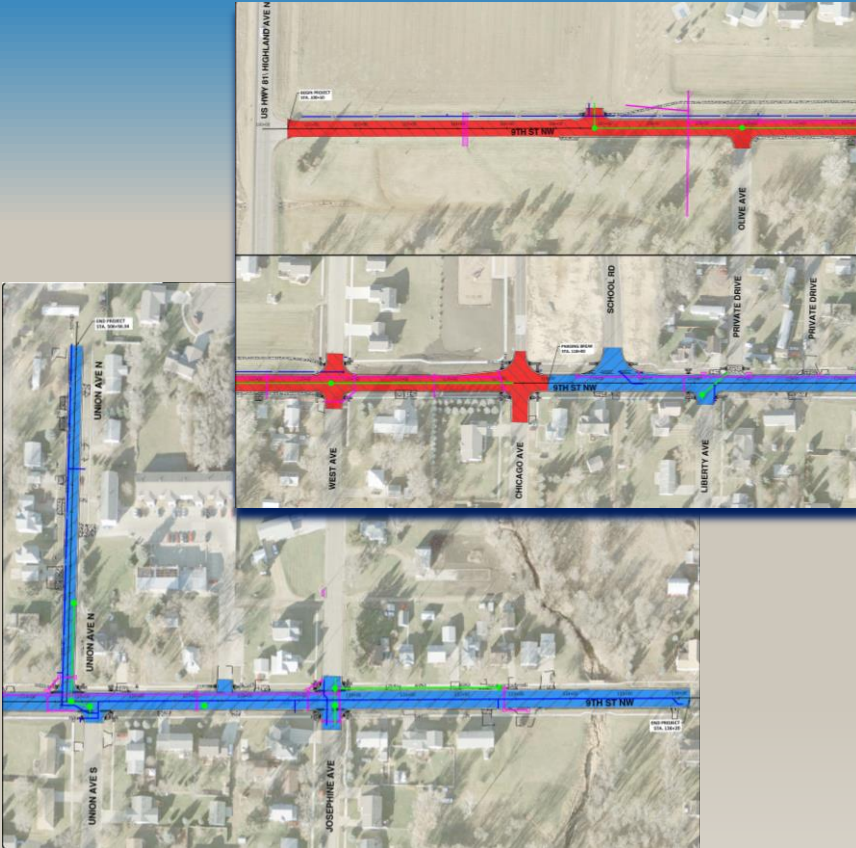
N Union Ave. from NW 9th Street to Deadend

Work Completed:

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

Work Remaining:

- Curb and Gutter
- Asphalt surfacing
- Sidewalks
- Seeding



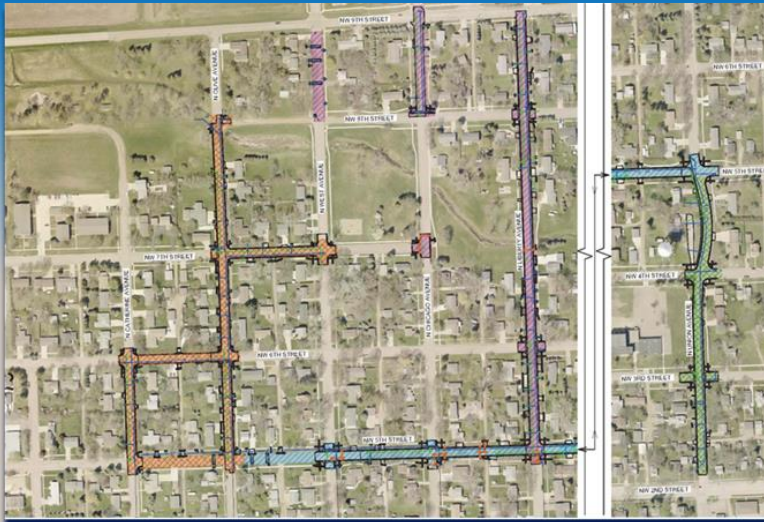
RD Phase 1A and 1B

1A 23 block project area:

NW 3rd Street from Catherine Ave. to Chicago Ave.
NW 4th Street from Kansas Ave to Chicago Ave.
Catherine Ave., Olive Ave., West Ave., Chicago Ave.,
Liberty Ave. from NW 2nd Street to NW 5th Street

1B 21 block project area:

NW 5th Street from Catherine Ave and Union Ave
NW 6th Street from Catherine Ave to Olive Ave
NW 7th Street from Olive Ave to West Ave
Catherine Ave from NW 5th Street to NW 6th Street
Olive Ave from NW 5th Street to NW 8th Street
West Ave., Chicago Ave. - NW 8th St. to NW 9th St.
Liberty Ave from NW 5th Street to NW 9th Street
Union Ave from NW 2nd Street to NW 5th Street
West Ave from NW 6th Street to NW 7th Street



Major Work Completed:

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

Major Work Remaining:

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

RD Phase 2

20 block project area:

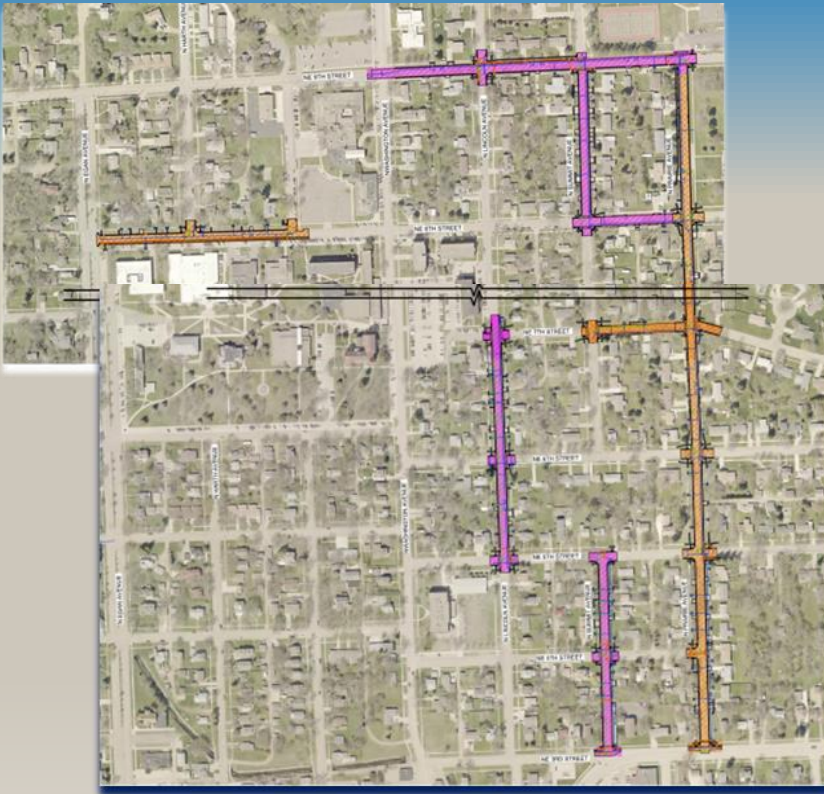
NE 9th Street from Washington Ave to Prairie Ave,
NE 8th Street from Egan Ave to Lee Ave
and Summit Ave to Prairie Ave,
NE 7th Street from Summit Ave to Prairie Ave,
Lincoln Ave from NE 5th Street to NE 9th Street,
Summit Ave from NE 3rd Street to NE 5th Street
and 8th Street to 9th Street,
Prairie Ave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

Major Work Completed:

- Underground Utilities installed
- Curb and Gutter and asphalt paving
- Water tower Loop Line
- Hwy 34 Sanitary Sewer Crossing

Major Work Remaining:

- Complete concrete flatwork such as driveways and sidewalks on streets
- Installation of black dirt and final seeding.



Water Tower

Major Work Completed:

- Foundation construction
- Installation of underground site piping
- Concrete pedestal construction

Major Work Remaining:

- Finish tank storm repair
- Foundation and concrete shaft patching
- Painting of the tank both at grade and after elevated.
- Tank jacking
- Slab and underslab installations (electric, subfloor, etc.)
- Interior construction (walls, doors, etc.)
- Electrical and controls components
- Sitework and fencing.

