



**BOARD OF COMMISSIONERS AGENDA
MONDAY, SEPTEMBER 16, 2024
5:30 PM - COMMISSION ROOM – 116 W CENTER ST**

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/89135626787> | Meeting ID: 891 3562 6787
You can also dial in using your phone.
+1 312-626-6799

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

CONSENT CALENDAR

- 1) Minutes – September 3, 2024
- 2) Minutes - September 9, 2024
- 3) Bills for Approval – September 18, 2024
- 4) Bills for Ratification – September 11, 2024
- 5) Payroll Bills for Ratification – September 13, 2024
- 6) Personnel
- 7) Adopt Resolution 2024-32 - Approve a Plat - Tract 1 of Henkins Addition to the City of Madison, Lake County, South Dakota
- 8) Acknowledge Bid Date - Library Ramp Project - October 1, 2024 - 2:00 p.m.

2025 BUDGET SESSION

- 9) Public comment related to 2025 budget
- 10) September Finance Updates
- 11) Utilities: Water, Sewer, Electric
- 12) Public Works: Parks, Streets, Snow Removal
- 13) Waste: Restricted Use Site, Recycling & Solid Waste
- 14) Health / Recreation: Library, Community Center, Madison Aquatics Center, Sportsplex, Armory
- 15) Public Safety: Police, Fire, 911, Animal Control
- 16) Airport
- 17) Administration: City Administrator, Engineering, Finance & Elections, Information Technology, Communications & Marketing, City Hall
- 18) Wages & Benefits: Human Resources
- 19) Mayor & Council: Commission, Attorney
- 20) Economic Development: Non-Profits, Sales Tax Rebate
- 21) Capital Projects
- 22) Revenues: Special Assessments, TIFS, Mill Levy

UNFINISHED BUSINESS

NEW BUSINESS

- 23) Approve Resolution No. 2024-31 - Property Tax Levy 2025
- 24) Resolution 2024-30 - Amend Established Employee Compensation for 2024
- 25) Public Hearing - Petition for Vacation of Alley - Lying east of Highland Avenue between W. Center Street and NW 1st Street
- 26) Adopt Resolution 2024-33- Vacate Alley - Lying east of Highland Avenue between W. Center Street and NW 1st Street
- 27) Approve sale of Tract 1, Henkins Addition to Lake Area Improvement Corporation for \$75,000
- 28) Purchase Lot 1, Block 8, Gienapp's Addition for \$500
- 29) Advertise a Request for Proposal for City Hall/Police Station Redevelopment
- 30) Authorize staff to advertise for Armory roof reconstruction
- 31) Advertise Bid No. 961 Operational Services - Madison Recycling Center
- 32) Approve Update to IBEW 2023-2025 Collective Bargaining Agreement
- 33) Approve Update to Teamsters 2023-2025 Collective Bargaining Agreement
- 34) Authorize Mayor to Sign Agreement Between the City of Madison and Madison Central School District 39-2 for the School Resource Officer Program

PUBLIC COMMENT

ANNOUNCEMENTS

- 35) Next Regular Commission Meeting – Monday, October 7, 2024

EXECUTIVE SESSION

- 36) Pursuant to SDCL 1-25-2(4)

ADJOURN

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

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

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

**CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042**

September 3, 2024
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30 pm on the 3rd day of September with the following members present upon roll call: Commissioners Kelly Dybdahl, Sarah Cronin, Jerae Wire, Adam Shaw, and Mayor Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to adopt the September 3, 2024 agenda. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl to approve the following items on the consent calendar: Minutes – August 19, 2024; Bills for Approval – September 4, 2024; Bills for Ratification – August 28, 2024; Payroll Bills for Ratification – August 30, 2024; Personnel.

Bills for Approval – September 4, 2024

AMERT CONSTRUCTION CO Parks Restroom Project \$54,243.00; APPEARA Mat Rentals \$121.59; BORDER STATES ELECTRIC SUPPLY Utility Marker W/Label & Fix Driver \$960.22; BOWES CONSTRUCTION Lakeview Industrial Park Improvements \$623,850.36; BUFFALO RIDGE CONCRETE INC Concrete \$220.00; BUILDERS FIRSTSOURCE Parts \$292.87; CHRISTIANSEN COMPLETE WATER Water Delivery/Cooler Rental \$29.60; CLASSIC CONVENIENCE INC Fuel \$506.45; COLES PETROLEUM PRODUCTS INC Av Gas \$55,178.98; CORE & MAIN GP LLC City Hall Meter \$1,465.79; F & M COOP OIL CO Fuel \$470.22; FASTENAL CO Parts \$14.10; G & R CONTROLS INC Boiler Inspections \$,2467.94; HAWKINS INC Chemicals \$990.00; HILLYARD INC Descaler \$135.21; JENCKS & JENCKS PC September Services/Contract \$5,500.00; JOSH'S TOOLS LLC Tools \$28.00; KESTELOOT EXCAVATION AND DIRT WORKS SERVICES Haul Rip Rap to LG Everist/Fence at Memorial Park \$1,959.19; KLJ ENGINEERING LLC Egan Ave Reconstruction \$152,622.64; KRUG PRODUCTS INC Hose \$116.08; LEWIS DRUGS INC Miracle Grow \$14.97; LIMMER/JAYSON Meal Reimbursement - Crew \$38.57; OFFICE PEEPS INC 2025 Calendars \$155.57; PITNEY BOWES INC RESERVE ACCOUNT Postage \$2000.00; PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rental \$175.00; RDO EQUIPMENT CO 2024 John Deere Backhoe Loader \$182,155.16; REVOLT ELECTRICAL SERVICES INC Power Plant T2 LTC Repair \$3,179.00; RUNNINGS SUPPLY INC Concrete \$395.87; SD DEPT OF AGRICULTURE Application for Cert. Exam WWT I \$60.00; SD DEPT OF MOTOR VEHICLES Title/Re-assign Plates - 2024 Silverado \$15.00; SD PUBLIC ASSURANCE ALLIANCE Annual Coverage \$268,413.75; SD PUBLIC HEALTH LABORATORY Water Samples \$207.00; STURDEVANTS MADISON INC Trailer Parts \$143.49; TIMMER SUPPLY CO Irrigation Parts \$150.25.

Bills for Ratification – August 28, 2024

ACE HARDWARE Concrete Mix \$220.98; AMAZON CAPITAL SERVICES INC Phone & Computer Accessories \$781.82; AMERICAN FENCE COMPANY OF SOUTH DAKOTA Fence - 1 of 2 \$12,202.06; APEX EQUIPMENT LLC Parts \$1,495.90; AQUA PURE INC WTP Filter Rehabilitation \$6,250.00; AT & T MOBILITY Service for Phone & Tablets \$2,807.60; BAKER & TAYLOR Books \$95.49; BLUE TO GOLD LLC SD Search & Seizure Survival Guide \$559.86; BLUEPEAK Phone & Internet \$3,991.47; BORNS GROUP INC Printing & Postage \$1,591.49; BUILDERS FIRSTSOURCE Parts \$480.92; CARQUEST OF MADISON Reducer \$59.99; CITY OF SIOUX FALLS Pool/Spa Bacteria Testing \$570.46; CLASSIC CONVENIENCE INC Fuel \$97.71; COLES PETROLEUM PRODUCTS INC Jet Fuel \$12,962.50; COLUMN SOFTWARE PBC Publications \$356.98; CORE & MAIN GP LLC Parts \$327.49; CRAIGS WELDING SERVICE Angles \$45.00; DAKOTA CINEMA LLC Summer Program Movie Days \$1,246.00; DAKOTA STATE UNIVERSITY June Utilities \$11,821.55; DEFENSE TECHNOLOGY LLC Training Kit \$2,136.69; DELL MARKETING LP Monitor \$161.87; DEMCO INC Book Jackets & Spines \$288.53; DGR ENGINEERING Miscellaneous & Dollar General Engineering \$11,441.94; ELITE CARD PAYMENT CENTER Credit Card Purchases through 8/28/24 \$18,573.28; FASTENAL CO Sockets \$21.65; GREAT AMERICA FINANCIAL SVCS HR Copier Lease \$263.63; HAUFF MID AMERICA SPORTS INC Field Paint \$1,399.00; HILLYARD INC Janitorial Supplies \$664.10; INFOTECH SOLUTIONS LLC Computer & Software Subscription Fees \$6,520.43; INGRAM CO Books \$129.54; JIM HAWK TRUCK

TRAILERS - SIOUX FALLS Radial Seal \$24.22; KLJ ENGINEERING LLC MDS - Reconstruct Apron & Taxilane - Design Phase \$14,000.00; LEADER PRINTING Petty Cash Vouchers \$10.50; LEWIS DRUGS INC Storage Containers \$205.81; M & T FIRE AND SAFETY, INC Boots/Gloves \$1,491.96; MADISON GROCERY STORE INC Coffee \$245.78; MARCO TECHNOLOGIES CC Copier Lease \$285.47; MICROMARKETING LLC Books \$22.49; MIDCONTINENT COMMUNICATIONS Business Internet \$183.92; MUSTANG SEEDS INC Lawn Mix \$680.00; NORTHWESTERN ENERGY Municipal Utilities \$81.32; OFFICE PEEPS INC Copier Rental - Toner Usage \$741.99; PENGUIN RANDOM HOUSE LLC Books \$30.00; PIZZA RANCH 3 Large Pizzas - Aquatic Center \$54.66; PLAYAWAY PRODUCTS INC Books \$1,219.85; PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rentals \$306.00; PROCHEM DYNAMICS LLC Janitorial Supplies \$452.68; PROSTROLLO AUTO PLAZA CO 2024 Silverado 1500 - Fire Dept \$62,637.78; RASMUSSEN/AUTUMN Classes at Community Center \$112.00; ROBERTSON/ROGER Menards Reimbursement \$10.60; RUNNINGS SUPPLY INC Animal Shelter Supplies \$514.10; SAME DAY EXPRESS Delivery to Sioux Falls Public Health Lab \$80.00; SANITATION PRODUCTS INC Broom, Wire \$1,890.00; SD MUNICIPAL LEAGUE SDML Conference Registrations \$255.00; SD PUBLIC ASSURANCE ALLIANCE Additional Coverage - 2024 Silverado \$560.15; STURDEVANTS MADISON INC Brakes and Seals \$617.05; TIMMER SUPPLY CO Impeller \$102.63; TYLER TECHNOLOGIES INC Tyler Tutoring \$320.00; US BANK Gen Plant Loan Principal Pymt \$244,500.00; UTILISMART CORPORATION AMI Project \$1,881.83; WEIST/SHERRY Classes at Community Center \$716.72; WESCO DISTRIBUTION INC Park Stands \$1,134.00; WHEALY/MARK Spin Classes \$98.00; WICK COMMUNICATIONS CO/155-C Yearly Subscription \$137.40.

Payroll Bills for Ratification – August 30, 2024

IRS-EFTPS \$53,037.93; Office-Child Support Enforce \$835.38; SD Retirement System \$26,379.50; SD Retirement System \$8,343.12.

Motion by Commissioner Dybdahl, seconded by Commissioner Cronin to Approve Second Reading of Ordinance No. 1671 – Amend Appendix B – Zoning Section 17.02. Motion carried unanimously. This is the final approval for the rezoning ordinance for the proposed Kwik Trip.

Motion by Commissioner Cronin, seconded by Commissioner Wire to Approve Resolution No. 2024-29 – Support for the Dakota Mainstem Regional Water System. Motion carried unanimously.

Motion by Commissioner Wire, seconded by Commissioner Shaw to Approve Dakota Mainstem Regional Water System 2024 and 2025 Membership Dues. Motion carried unanimously.

Motion by Commissioner Shaw, seconded by Commissioner Wire to Reject Bid 958 – City Library Ramp Project – Hegg Construction. Motion carried unanimously. Staff recommend rejecting all bids, redesigning, and rebidding yet this year.

Motion by Commissioner Dybdahl, seconded by Commissioner Cronin to Authorize Mayor to Sign Change Order No. 4 – Public Works Building Restoration – Hegg Construction. Motion carried unanimously. This change order adds 3-phase electric service in the shop area for welders, air compressor, and car hoist.

City Administrator Berreth provided an overview of the 2025 Non-Profit Funding Requests. He indicated that there was one new request for 2025 from Habitat for Humanity as they are working on a couple of new homes in Madison. The commission did express concerns about extending any new funding during this time of uncertainty, especially around Initiated Measure 28.

City Administrator Berreth provided the September City Updates.

Mayor Lindsay announced the following:

- Next Quarterly Commission Planning Meeting – Monday, September 9, 2024 at 12:00 pm
- Next Regular Commission Meeting – Monday, September 16, 2024 at 5:30 pm

Motion by Commissioner Shaw, seconded by Commissioner Cronin to Adjourn at 6:19 pm. Motion carried unanimously.

/s/Amy Sad
Finance Officer

Published once at the approximate cost of \$__.

**CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042**

September 9, 2024
Planning

The Board of Commissioners of the City of Madison met in planning session at 12:02 pm on the 9th day of September with the following members present upon roll call: Commissioners Kelly Dybdahl, Sarah Cronin, Adam Shaw, Jerae Wire, and Mayor Lindsay.

The Pledge of Allegiance was recited.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to adopt the September 9, 2024 agenda. Motion carried unanimously.

City Administrator Berreth presented an update on the progress of the City of Madison 2026 Strategic Plan. A majority of the efforts this past quarter have been on the pillars, 'Prioritize Community Engagement' and 'Invest in City Workforce'. The City of Madison also launched their mobile app last week.

Director of Engineering and Community Development Hegg gave an overview of the Infrastructure Improvement Plan. Time will be focused on upcoming projects identified by staff as priorities for the next few years. Substantial infrastructure improvements have been made in Madison over the past 5 years.

Police Chief Meyer provided an update related to the Madison Police Department. He mentioned the great success the License Plate Readers have had for the department.

Next quarterly planning meeting will be held Monday, December 9th at 12:00 pm.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, September 16, 2024 at 5:30 pm

Motion by Commissioner Shaw, seconded by Commissioner Cronin to Adjourn at 12:55 pm. Motion carried unanimously.

/s/Amy Sad
Finance Officer

Published once at the approximate cost of \$__.

**CITY OF MADISON
PERSONNEL
SEPTEMBER 2024**

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
BEUCAIRE, BROOKE	9/6/2024		PT<20		\$14.27	CC CERTIFIED LIFEGUARD
BEUCAIRE, BROOKE	9/6/2024		PT<20		\$14.84	CC WATER SAFETY INSTRUCTOR
MUNSEN, KIRSTIE	9/5/2024		DSU WORK STUDY			RECREATION ASSISTANT
CURIKOVA, VALERIJA	9/5/2024		DSU INTERNATIONAL STUDENT			RECREATION ASSISTANT
HAALAND, JORDAN	9/11/2024		DSU WORK STUDY			RECREATION ASSISTANT

RESOLUTION NO. 2024-32

A RESOLUTION TO APPROVE A PLAT

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

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

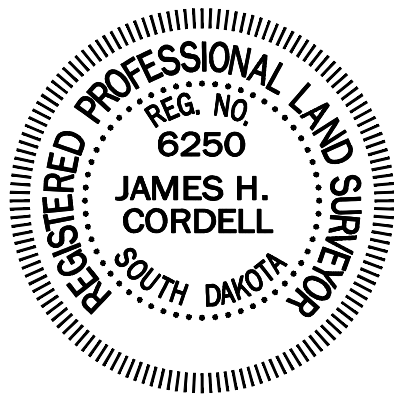
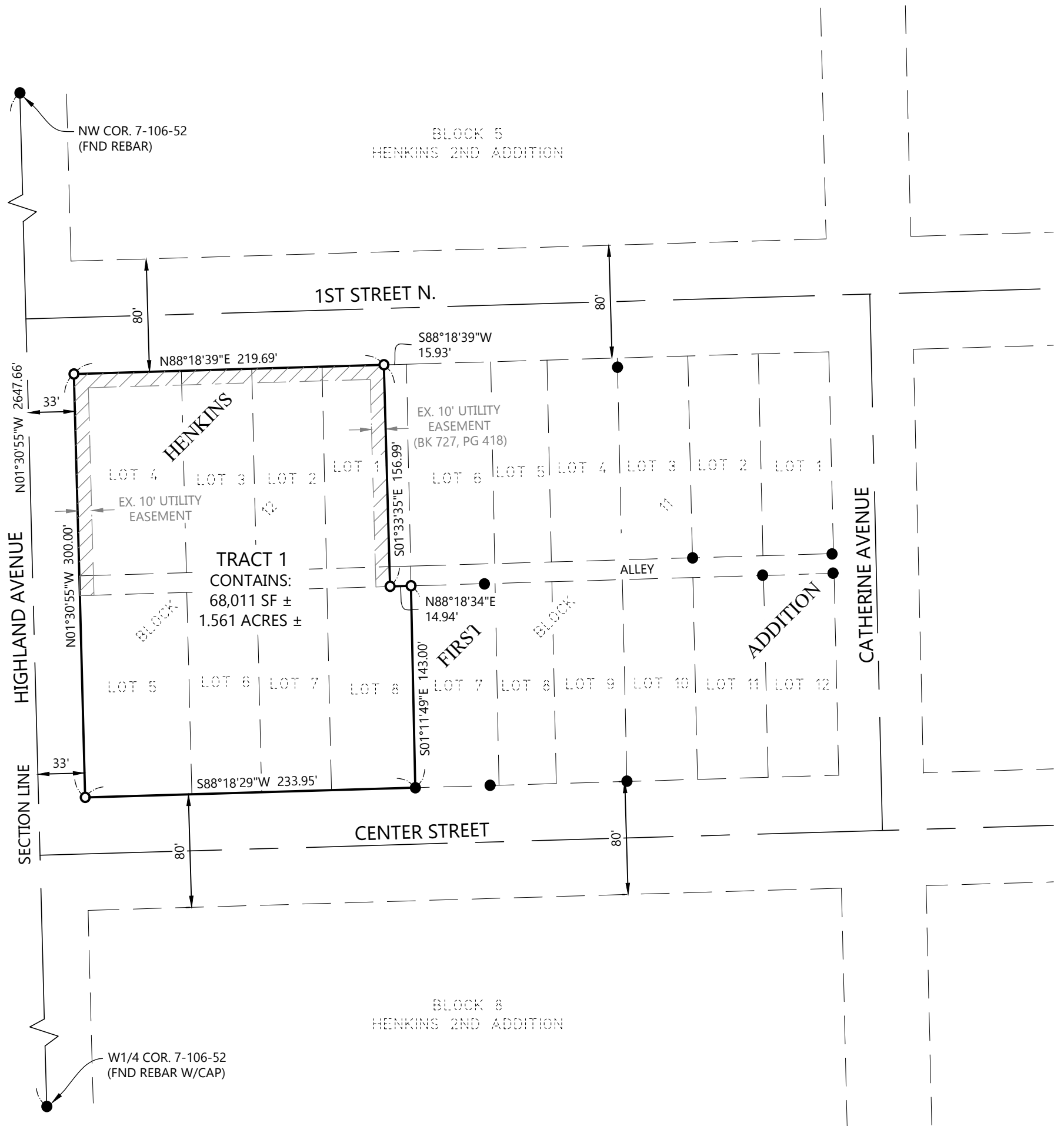
Dated this 16th day of September, 2024.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

PLAT OF
TRACT 1 HENKINS FIRST ADDITION
 TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA

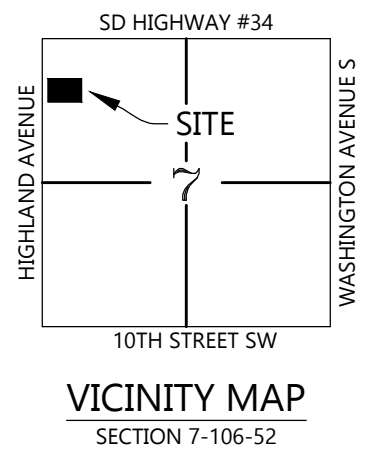
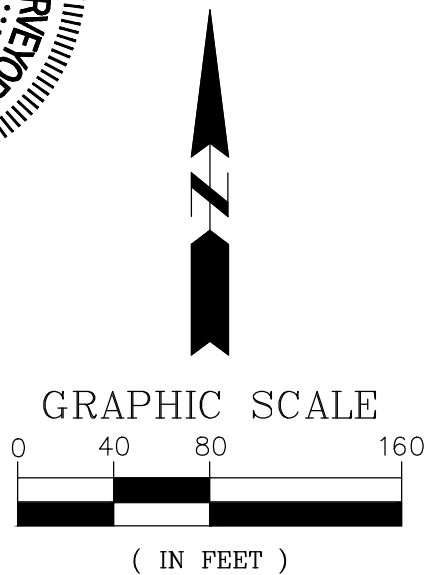


Notes:
 The bearing system for this plat is based on the UTM Zone 14 North.

This plat was prepared without the benefit of a title commitment.

Legend

- - Denotes 5/8 inch by 18 inch rebar set and marked by License No. 6250
- - Denotes found monument
- - Denotes 5/8 inch by 18 inch rebar Witness Corner set and marked by License No. 6250
- (R) - Record Distance
- (M) - Measured Distance



Total Area Surveyed:
 1.561 Acres±



216 S. Duluth Avenue • Sioux Falls, SD 57104
 Phone: (605) 332-7211

PLAT OF
TRACT 1 HENKINS FIRST ADDITION
TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA

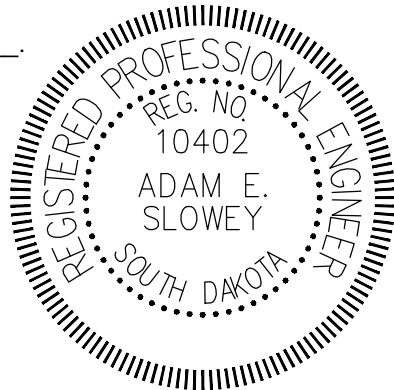
SURVEYOR'S CERTIFICATE

I, James H. Cordell, a Registered Land Surveyor of the State of South Dakota, do hereby certify that I did on or before August 8, 2024, survey and replat Lots 1 thru 8 inclusive in Block 12 of Henkins First Addition to Madison in the NW1/4 of Section 7, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota, into a tract as shown. The same shall hereafter be known and described as **Tract 1 of Henkins First Addition to the City of Madison, Lake County, South Dakota.**

I further certify that to the best of my knowledge the plat correctly represents the same, is true and correct and that it was made under my direct supervision.

Dated this ____ day of _____, 20____.

SD Registered Land Surveyor No. 6250



OWNER'S CERTIFICATE OF COMPLIANCE

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

We hereby dedicate to the public for public use forever the streets, roads and alleys, parks and public grounds, if any, as shown on said plat, including all sewers, culverts, bridges, water distribution lines, sidewalks and other improvements on or under the streets, alleys, parks and public grounds whether such improvements are shown or not. We also hereby grant easements to run with the land for water, drainage, sewer, gas, electric, telephone or other public utility lines or services under, on or over those strips of land designated hereon as easements.

On our behalf as the owners and also binding on behalf of future successors and assigns, we hereby waive any rights of protest to any special assessment program which may be initiated by the City for the purpose of installation of improvements required by the Subdivision Ordinance of the City of Madison.

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

We further certify that this platting of said described Tract 1 of Henkins First Addition to the City of Madison, Lake County, South Dakota, does hereby vacate the following platting: Lots 1 thru 8 inclusive in Block 12 of Henkins First Addition to Madison in the NW1/4 of Section 7, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota, said plat on file at the Register of Deeds office in Book 2 of Plats, page 41. Said plat, hereby vacated, is situated within Tract 1 of Henkins First Addition to the City of Madison, Lake County, South Dakota, as surveyed.

Dated this ____ day of _____, 20____.

Owner: City of Madison

By: _____

Title: _____

STATE OF SOUTH DAKOTA)

§
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged ____ self to be the _____ of the City of Madison, and that he as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by ____ self as _____.

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

My commission expires: _____

Notary Public, State of South Dakota

CITY ENGINEER'S CERTIFICATE

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

Signed on this ____ day of _____, 20____.

City Engineer, Madison, South Dakota

PLANNING COMMISSION CERTIFICATE

Approval of the plat of Tract 1 of Henkins First Addition to the City of Madison, Lake County, South Dakota, is hereby granted by the City Planning Commission on this ____ day of _____, 20____.

Chair, City Planning Commission

CITY COMMISSION APPROVAL

Resolution Number _____

Be it resolved by the City Commission of the City of Madison, that the plat of Tract 1 of Henkins First Addition to the City of Madison, Lake County, South Dakota, is hereby approved and that the City Finance Officer of the City of Madison is hereby directed to endorse on such plan a copy of this resolution and certify the same thereon.

Adopted this ____ day of _____, 20____.

Mayor, City of Madison

Attest:

City Finance Officer

CITY FINANCE OFFICER'S CERTIFICATE

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

City Finance Officer, Madison, South Dakota

COUNTY TREASURER'S CERTIFICATE

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

Dated this ____ day of _____, 20____.

Treasurer, Lake County, South Dakota

DIRECTOR OF EQUALIZATION

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

Director of Equalization, Lake County, South Dakota

REGISTER OF DEEDS

Filed for record this ____ day of _____, 20____, at ____ o'clock, ____ m., and recorded in Book _____ of Plats on Page _____.

Register of Deeds, Lake County, South Dakota

Sayre
Associates

216 S. Duluth Avenue • Sioux Falls, SD 57104
Phone: (605) 332-7211

Engineers • Surveyors

THE CITY OF
MADISON

Discover the Unexpected

Finance Update

August - 2024

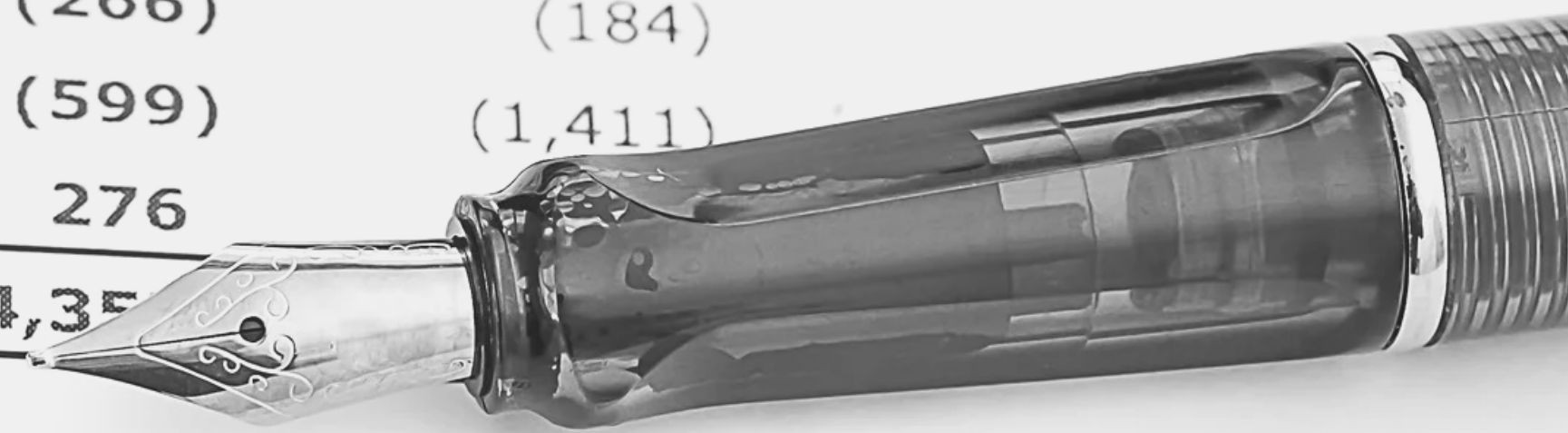


• NOTES

- We welcome Kari Blom to her new role of Cashiering & Finance Assistant 1 on September 18th.
- The finance office is now completely staffed in all areas and Barb has fully transitioned to part time.
- Update covers YTD (through August of 2024).
- 66.4 % of the Year



	176	216	(266)	(184)
	394	(500)	(599)	(1,411)
es	156	283	276	
ons	<u>5,862</u>	<u>4,186</u>	<u>14,35</u>	



● Cash on Hand

- General Cash - \$14.93 million total
 - Investments – \$8.75 million
 - Checking - \$4.87 million
 - Money Market - \$1.04 million
 - Other - \$276 thousand
- Restricted Cash - \$616 thousand

● REVENUE GUIDELINES

Fund	Description	Revenue 2024			% of Budget
		Budget	August	YTD	
101	General Fund	\$ 18,174,689	\$ 581,448	\$ 5,371,604	29.6%
211	Lodging & Entertainment Tax	\$ 351,730	\$ 60,702	\$ 218,556	62.1%
213	2nd Cent Sales Tax	\$ 4,375,000	\$ 276,653	\$ 1,619,962	37.0%
214	Business Improvement District Bid	\$ 49,500	\$ 4,054	\$ 36,570	73.9%
220	Special Maintenance Fee	\$ 360,000	\$ -	\$ 146,447	40.7%
303	Tax Increment District #2	\$ 60,000	\$ -	\$ 22,640	37.7%
307	Tax Increment District #3	\$ -	\$ -	\$ -	0.0%
312	Swimming Pool Debt	\$ -	\$ -	\$ 55	0.0%
517	Creek - Bridge Mitigation	\$ 3,980,400	\$ -	\$ -	0.0%
518	City Hall Construction	\$ 6,000,000	\$ -	\$ -	0.0%
519	Electric Transformer Upgrade	\$ 2,400,000	\$ -	\$ -	0.0%
602	Water Fund	\$ 11,310,839	\$ 827,953	\$ 3,647,060	32.2%
603	Electric Fund	\$ 18,606,027	\$ 1,037,529	\$ 7,649,866	41.1%
604	Sewer Fund	\$ 7,367,757	\$ 409,698	\$ 2,413,028	32.8%
612	Solid Waste Fund	\$ 521,151	\$ 41,853	\$ 360,264	69.1%
620	Community Center	\$ 1,000,397	\$ 43,352	\$ 561,404	56.1%
621	After School / Youth Program	\$ 177,195	\$ 17,745	\$ 135,130	76.3%
TOTAL		\$ 74,734,686	\$ 3,300,987	\$ 22,182,585	29.7%

● EXPENDITURE GUIDELINES

Fund	Description	Expense 2024			% of Budgeted
		Budget	August	YTD	
101	General Fund	\$ 18,174,689	\$ 1,150,223	\$ 6,731,586	37.0%
211	Lodging & Entertainment Tax	\$ 351,730	\$ -	\$ 177,075	50.3%
213	2nd Cent Sales Tax	\$ 4,375,000	\$ -	\$ 109,278	2.5%
214	Business Improvement District Bid	\$ 49,500	\$ -	\$ 6,398	12.9%
220	Special Maintenance Fee	\$ 360,000	\$ -	\$ 4,000	1.1%
303	Tax Increment District #2	\$ 60,000	\$ -	\$ 22,640	37.7%
307	Tax Increment District #3	\$ -	\$ -	\$ -	0.0%
312	Swimming Pool Debt	\$ -	\$ -	\$ -	0.0%
517	Creek - Bridge Mitigation	\$ 3,980,400	\$ 285,810	\$ 480,803	12.1%
518	City Hall Construction	\$ 6,000,000	\$ 889,434	\$ 5,182,299	86.4%
519	Electric Transformer Upgrade	\$ 2,400,000	\$ -	\$ -	0.0%
602	Water Fund	\$ 11,310,839	\$ 1,778,823	\$ 4,914,510	43.4%
603	Electric Fund	\$ 18,606,027	\$ 1,597,924	\$ 7,767,835	41.7%
604	Sewer Fund	\$ 7,367,757	\$ 854,934	\$ 3,146,830	42.7%
612	Solid Waste Fund	\$ 521,151	\$ 43,557	\$ 293,187	56.3%
620	Community Center	\$ 1,000,397	\$ 79,140	\$ 650,797	65.1%
621	After School / Youth Program	\$ 177,195	\$ 36,666	\$ 143,983	81.3%
TOTAL		\$ 74,734,686	\$ 6,716,512	\$ 29,631,221	39.6%

● BY FUND – AUGUST 2024

Profit or Loss August 2024				
Fund	Description	MTD Revenue	MTD Expense	MTD Profit or Loss
101	General Fund	\$ 581,448	\$ 1,150,223	\$ (568,775)
211	Lodging & Entertainment Tax	\$ 60,702	\$ -	\$ 60,702
213	2nd Cent Sales Tax	\$ 276,653	\$ -	\$ 276,653
214	Business Improvement District Bid	\$ 4,054	\$ -	\$ 4,054
220	Special Maintenance Fee	\$ -	\$ -	\$ -
303	Tax Increment District #2	\$ -	\$ -	\$ -
307	Tax Increment District #3	\$ -	\$ -	\$ -
312	Swimming Pool Debt	\$ -	\$ -	\$ -
517	Creek - Bridge Mitigation	\$ -	\$ 285,810	\$ (285,810)
518	City Hall Construction	\$ -	\$ 889,434	\$ (889,434)
519	Electric Transformer Upgrade	\$ -	\$ -	\$ -
602	Water Fund	\$ 827,953	\$ 1,778,823	\$ (950,870)
603	Electric Fund	\$ 1,037,529	\$ 1,597,924	\$ (560,395)
604	Sewer Fund	\$ 409,698	\$ 854,934	\$ (445,236)
612	Solid Waste Fund	\$ 41,853	\$ 43,557	\$ (1,704)
620	Community Center	\$ 43,352	\$ 79,140	\$ (35,788)
621	After School / Youth Program	\$ 17,745	\$ 36,666	\$ (18,921)
TOTAL		\$ 3,300,987	\$ 6,716,512	\$ (3,415,525)

● BY FUND - YEAR TO DATE

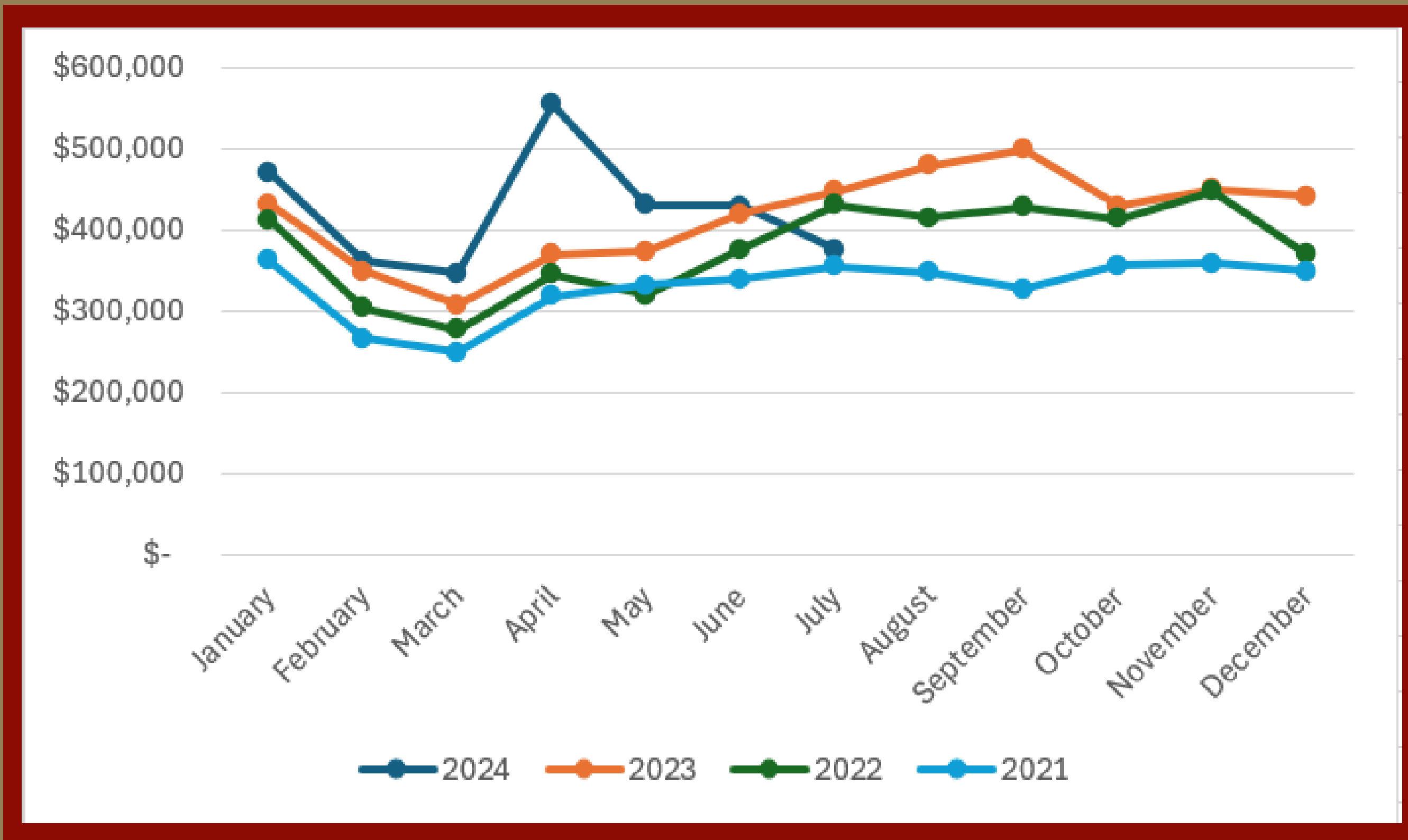
Profit or Loss 2024				
Fund	Description	YTD Revenue	YTD Expense	YTD Profit or Loss
101	General Fund	\$ 5,371,604	\$ 6,731,586	\$ (1,359,983)
211	Lodging & Entertainment Tax	\$ 218,556	\$ 177,075	\$ 41,481
213	2nd Cent Sales Tax	\$ 1,619,962	\$ 109,278	\$ 1,510,685
214	Business Improvement District Bid	\$ 36,570	\$ 6,398	\$ 30,172
220	Special Maintenance Fee	\$ 146,447	\$ 4,000	\$ 142,447
303	Tax Increment District #2	\$ 22,640	\$ 22,640	\$ -
307	Tax Increment District #3	\$ -	\$ -	\$ -
312	Swimming Pool Debt	\$ 55	\$ -	\$ 55
517	Creek - Bridge Mitigation	\$ -	\$ 480,803	\$ (480,803)
518	City Hall Construction	\$ -	\$ 5,182,299	\$ (5,182,299)
519	Electric Transformer Upgrade	\$ -	\$ -	\$ -
602	Water Fund	\$ 3,647,060	\$ 4,914,510	\$ (1,267,450)
603	Electric Fund	\$ 7,649,866	\$ 7,767,835	\$ (117,969)
604	Sewer Fund	\$ 2,413,028	\$ 3,146,830	\$ (733,802)
612	Solid Waste Fund	\$ 360,264	\$ 293,187	\$ 67,077
620	Community Center	\$ 561,404	\$ 650,797	\$ (89,393)
621	After School / Youth Program	\$ 135,130	\$ 143,983	\$ (8,853)
TOTAL		\$ 22,182,585	\$ 29,631,221	\$ (7,448,635)



● Sales Tax

Sales Tax					
	% increase	2024	2023	2022	2021
January	8.98%	\$ 471,571	\$ 432,730	\$ 413,511	\$ 363,683
February	3.36%	\$ 361,999	\$ 350,238	\$ 303,973	\$ 266,609
March	12.90%	\$ 347,846	\$ 308,016	\$ 277,186	\$ 249,942
April	49.99%	\$ 556,545	\$ 371,022	\$ 346,336	\$ 319,443
May	15.41%	\$ 431,766	\$ 374,131	\$ 320,367	\$ 332,281
June	2.25%	\$ 429,961	\$ 420,501	\$ 376,298	\$ 340,042
July	-15.91%	\$ 376,990	\$ 448,323	\$ 431,753	\$ 356,358
August			\$ 480,355	\$ 416,258	\$ 348,686
September			\$ 499,767	\$ 428,928	\$ 327,199
October			\$ 430,674	\$ 414,971	\$ 356,475
November			\$ 451,510	\$ 448,293	\$ 359,135
December			\$ 442,683	\$ 370,263	\$ 350,198
Total		\$ 2,976,678	\$ 5,009,950	\$ 4,548,137	\$ 3,970,051

● Sales Tax Graph



As we assess our current financial position, it's essential to recognize the critical need for strategic spending reductions to maintain our fiscal health. Our strong financial standing is a valuable asset that requires diligent management, especially in times of economic uncertainty. By implementing necessary cuts, we can ensure that our budget remains balanced and sustainable, allowing us to protect essential services and invest in future growth. These prudent adjustments are not just about managing immediate pressures but about reinforcing our long-term financial stability and resilience. Your support in embracing these necessary measures will be crucial in securing our municipality's continued success and vitality.

Amy L. Sad
Finance Officer





Thank You!



2025 Project Budget																		
Project	Expected 2025 Engineering Costs	Expected 2025 Construction Costs	Notes	SRP Drinking Water - Improvements	SRP Clean Water - Improvements	SRP Drinking Water - Professional Fees	SRP Clean Water - Professional Fees	Transportation Alternatives?	Federal/FEMA	State Creek Walk	Local Creek Walk	Federal/FAA - Improvements	State DOT - Airport Improvements	Local Airport - Improvements	Federal/FAA - Prof Fees	State DOT - Airport Prof Fees	Local Airport - Prof Fees	Local Water/Creek/Break
SRP System A	\$50,000.00	\$1,000,000.00	100% Drinking Water	\$1,000,000.00		\$50,000.00												
SRP System SA	\$100,000.00	\$1,500,000.00	50% Drinking Water, 50% Clean Water	\$750,000.00		\$100,000.00												
SRP System SB	\$100,000.00	\$1,800,000.00	50% Drinking Water, 50% Clean Water	\$900,000.00		\$100,000.00												
System C	\$10,000.00	\$10,000.00	Local Funding			\$10,000.00												\$10,000.00
Pack Creek Walk Site 2	\$100,000.00	\$4,000,000.00	50% Federal/FEMA, 50% State, 25% Local						\$2,000,000.00	\$400,000.00	\$600,000.00							\$100,000.00
Highway 66/200/2015 project (state & local)	\$10,000.00	\$4,000,000.00	SRP or DOT Transportation Alternatives Local Funding	\$1,400,000.00	\$1,400,000.00	\$186,633.00	\$186,633.00	\$1,400,000.00										\$10,000.00
Highway 66 System	\$100,000.00	\$0.00	Design Cost share with Lake County															\$100,000.00
Account Measurement SR Action and Timeline	\$60,000.00	\$0.00	SRP/FAA 50% State, 50% Local									\$400,000.00	\$25,000.00	\$14,000.00	\$1,120.00	\$2,800.00	\$8,000.00	\$100,000.00
Account Funding Fees for Response SR & SR - Design	\$40,000.00	\$0.00	SRP/FAA 50% State, 50% Local									\$40,000.00	\$20,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$40,000.00
Account SRP Parameters Measurement Project	\$10,000.00	\$0.00	SRP/FAA 50% State, 50% Local - AEP Funding									\$10,000.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$10,000.00
Total *	\$1,761,000.00	\$14,876,000.00		\$4,979,524.00	\$1,586,633.00	\$487,121.00	\$396,721.00	\$1,400,000.00	\$1,941,700.00	\$437,000.00	\$646,700.00	\$141,000.00	\$36,470.00	\$128,500.00	\$121,120.00	\$4,800.00	\$40,000.00	\$736,000.00
2025 Other:																		
State		Expected 2025 Cash																
Lease and Clerk Expansion		\$5,761.00																

RESOLUTION NO. 2024-31

A RESOLUTION TO APPROVE & CERTIFY PROPERTY TAX LEVIES TO LAKE COUNTY

WHEREAS, The City Commission of the City of Madison, South Dakota approved resolution no. 2024-31 to move the deadline for introducing the annual budget, and

WHEREAS, a Municipality may enact a resolution not in conflict with SDCL 9-21-34 and SDCL 9-21-34.1, effective July 1, 2021, and

WHEREAS, the publication, readings, and passage follow the SDLC 9-19-7 and 9-19-7.1, and

WHEREAS, the Finance Officer must certify the tax levies to the Lake County Auditor on or before October 1st;

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	<u>\$ 2,314,410.60</u>
Total Tax Levy	<u>\$ 2,314,410.60</u>

Dated this 16th day of September, 2024.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

Published once at the approximate cost \$__.

RESOLUTION NO. 2024-30

A RESOLUTION TO AMEND ESTABLISHED EMPLOYEE COMPENSATION FOR 2024

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

That Section D of Resolution 2024-13 adopted on May 6, 2024 is amended as follows:

Dated this _____ day of September 2024.

CITY OF MADISON

/s/Roy Lindsay
Mayor

ATTEST: /s/Amy Sad
Finance Officer

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
Restricted Use Site & Recycling Center Operator with Spraying Certification	14
Restricted Use Site & Recycling Center Operator	13
Custodian	10
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
Administrative Assistant *	12

BENEFITS FOR SECTION D

- 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 – 2023 Christmas Eve (4 hours), 2023 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, Veterans Day, Thanksgiving Day. Holidays hours based on shift scheduled.
- 4) Personal days – 24 hours. to be used per policy.
- 5) SD Retirement System – 6%. Contribution required.
- 6) SD Supplemental Retirement – voluntary for employees with an employer match of up to \$23.08 per pay period, per policy and SDRS rules.
- 7) Health Insurance – single \$785.02 per month; employee + one \$1,210.78 per month; employee + children \$1,350.02 per month; family \$1,404.34 per month (city benefit towards premium).
- 8) Dental Insurance – single \$37.95 per month; employee + one \$70.46 per month; employee + children \$70.76 per month; family \$92.48 per month (city benefit towards premium).
- 9) Vision Insurance – voluntary and paid by the employee.
- 10) 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.
- 11) Life Insurance – \$30,000 term policy.
- 12) Flexible Benefits Plan – healthcare and dependent care options.
- 13) Wellness – \$10.00 bi-weekly if employee is member of Community Center or local fitness center.
- 14) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
- 15) Boot/Clothing Allowance – \$150.00 annually with PR#1.
- 16) Others as negotiated by union contract.
- 17) * This position is listed in section D and E and is eligible to be a member of up to one union while working in the capacity of the utility departments.
- 18) Compensation time per policy.

**CITY OF MADISON
NOTICE OF PUBLIC HEARING
VACATION OF PLATTED ALLEY OR STREET**

Notice is hereby given pursuant to SDCL 9-45-7, 8, 9, 10, 11 that a public hearing will be held Monday, September 16, 2024 at 5:30pm, or as soon thereafter as the matter may be heard, in City Hall, Madison, South Dakota, in the Commission Room, to consider a petition that has been filed for vacation of platted alley adjacent to the following property.

Lots 1 thru 8 inclusive in Block 12 of Henkins First Addition to Madison in the NW1/4 of Section 7, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota.

Any person wishing to present testimony may appear at said hearing or may file written comments with the Finance Officer at 116 W Center Street, Madison, South Dakota, prior to said hearing. Disabled individuals may contact the Finance Officer for information and/or special assistance. The request should be made 24 hours in advance of the hearing.

/s/Amy Sad
Finance Officer

Published twice at the approximate cost of \$ ____.

PREPARED BY:
Sayre Associates, Inc.
216 S. Duluth Avenue
Sioux Falls, SD 57104
(605) 332-7211

PETITION FOR VACATION
OF STREET PURSUANT TO SDCL 9-45-7, 8, 9, 10, 11

TO THE HONORABLE MAYOR, CITY OF MADISON, AND TO THE CITY
COMMISSIONERS OF THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA:

1. That Petitioner herein, the CITY OF MADISON, states that it is the Owner of the following described real estate situated in the City of Madison, Lake County, South Dakota:

Lots 1 thru 8 inclusive in Block 12 of Henkins First Addition to Madison in the NW1/4 of Section 7, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota;

That your Petitioner is the only land owner whose property adjoins that part of the alley to be vacated as shown on the enclosed Exhibit and further your Petitioner both petitions and consents to the requested vacation.

2. That said part of the alley as shown on the Exhibit lying adjacent to the boundaries of the above described properties is being petitioned to be vacated for the reason that the Petitioner wishes to develop their properties and also use the area of this platted alley in the development of their property; that the vacation of such portion of the alley will not in any way interfere with the access to other adjacent properties; that your Petitioner is requesting that said portion of the alley as shown on the Exhibit be vacated as provided in SDCL 9-45-7, 8, 9, 10,11, pursuant to Notice of Hearing as provided therein.

Petitioner agrees to execute a valid perpetual easement for all utilities, if any, which are currently occupying the portion of the alley being petitioned to be vacated and further provide for the decommissioning of any utilities which no longer will be used by the City of Madison which occupy that portion of the alley.

WHEREFORE, your Petitioner prays that the City Commissioners in and for the City of Madison, South Dakota, shall cause notice to be given for the consideration of the Petition herein, as provided by law, and that upon hearing thereon, said alley as shown on the Exhibit be declared vacated.

Dated this 10th day of September, 2024.

Petitioner:

By: Roy Lindsey
Roy Lindsey
The Honorable Mayor
City of Madison
116 West Center Street
Madison, SD 57042

ATTEST: Amy L. Sad
Amy Sad
Finance Officer

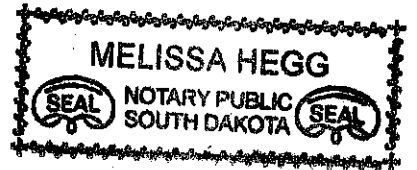
STATE OF SOUTH DAKOTA)
§
COUNTY OF Lake)

On this 10th day of September, 20 24, before me, the undersigned officer, personally appeared Roy Lindsey, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and that he executed the same for the purposes therein contained.

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

My commission expires: August 15, 2028

Melissa Hegg
Notary Public, State of South Dakota



STATE OF SOUTH DAKOTA)
§
COUNTY OF Lake)

On this 10th day of September, 20 24, before me, the undersigned officer, personally appeared Amy Sad, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and that she executed the same for the purposes therein contained.

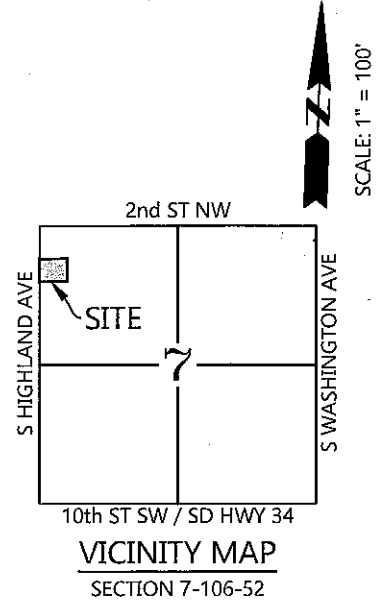
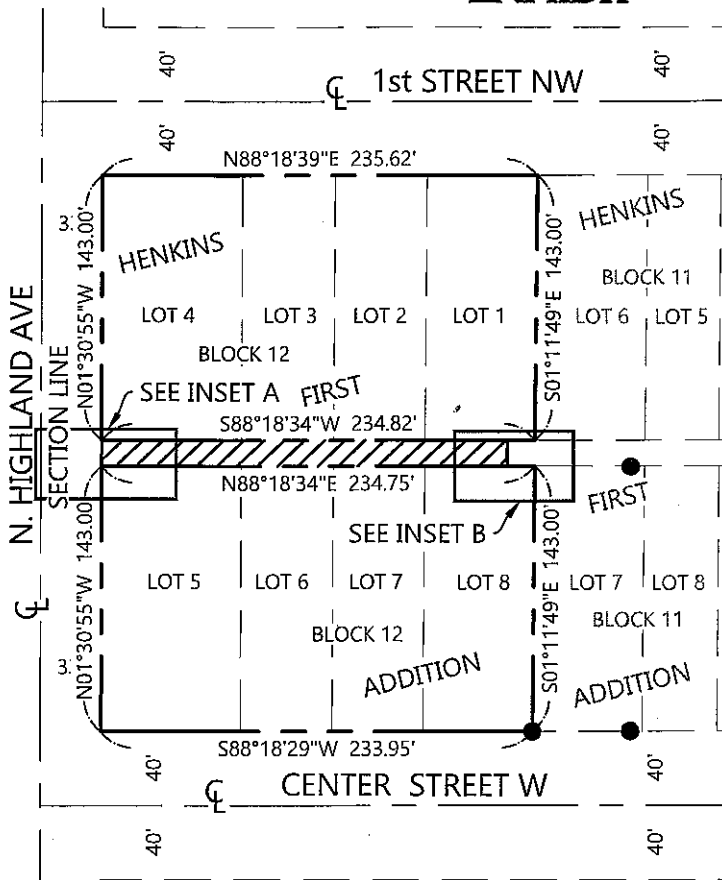
In witness thereof, I have hereunto set my hand and official seal.


My commission expires: August 15, 2028

Melissa Hegg
Notary Public, State of South Dakota

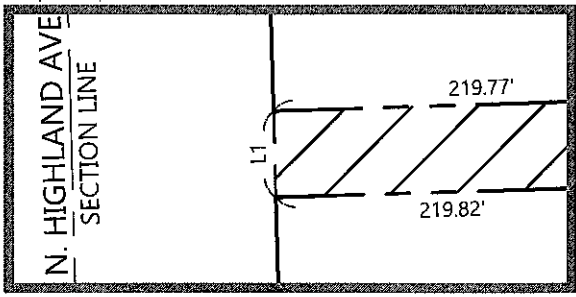


EXHIBIT

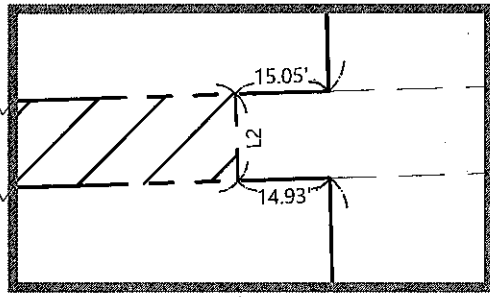


 PORTION TO BE RELEASED (3,077 SQ. FT.)

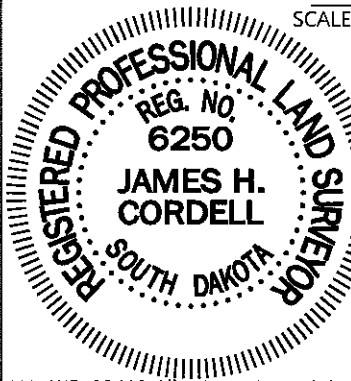
LINE TABLE		
Line #	Bearing	Distance
L1	N01°30'55"W	14.00'
L2	S01°41'26"E	14.00'



INSET A
SCALE: 1"=30'



INSET B
SCALE: 1"=30'



LEGAL DESCRIPTION:
LOTS 1-8, BLOCK 12 OF HENKIN'S FIRST ADDITION TO MADISON IN THE NW1/4 OF SECTION, TOWNSHIP 106 NORTH, RANGE 52 WEST OF THE 5th P.M., LAKE COUNTY, SOUTH DAKOTA

I, JAMES H. CORDELL, HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

DATE: 1/23/24 
JAMES H. CORDELL
REG. NO. 6250

Sayre
Associates

216 S. Duluth Avenue • Sioux Falls, SD 57104
Phone: (605) 332-7211

Engineers • Surveyors

BY: KJR, 23483 Alley Vacation Exhibit.dwg, EXHIBIT, PRINT DATE: Jan 23, 2024

RESOLUTION NO. 2024-33

A RESOLUTION TO VACATE A PORTION OF AN ALLEY

WHEREAS, petitioner, City of Madison is the owner of all the property adjoining that part of the alley right-of-way located east of Highland Avenue between W. Center Street and NW 1st Street which Roy J. Lindsay, Mayor of the City of Madison, has filed in writing to the City Commission of the City of Madison, a petition to vacate a portion of that alley, to-wit:

That part of the alley right-of-way as shown on the attached Exhibit lying east of Highland Avenue adjacent to:

Lots 1 thru 8 inclusive in Block 12 of Henkins First Addition to Madison in the NW1/4 of Section 7, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota;

WHEREAS, petitioner states that reason for vacation is to allow Lake Area Improvement Corporation to make redevelopment improvements on the adjacent property and also the property of the vacated alley; additionally such portion of the alley being sought to be vacated will not in any way interfere with the access to other properties; and

WHEREAS, the City fixed the 16th day of September, 2024 at 5:30 PM in the City Hall, Madison, Lake County, South Dakota, as the time and place for hearing on said Petition and due notice of said hearing was duly published according to law; and

WHEREAS, upon consideration of all comments in favor of and/or in opposition to said Petition; and

WHEREAS, it is determined to be in the public’s best interests to grant the Petition to Vacate a portion of the alley above set forth;

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

That part of the alley right-of-way as shown on the attached Exhibit lying east of Highland Avenue adjacent to:

Lots 1 thru 8 inclusive in Block 12 of Henkins First Addition to Madison in the NW1/4 of Section 7, Township 106 North, Range 52 West of the 5th P.M., Lake County, South Dakota;
be hereby vacated.

Dated this ____ day of September, 2024.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

City of Madison
Memorandum - Sale of T-Ball Field for Early Learning
Center



To: Mayor and City Commission
From: Jameson Berreth, City Administrator
Subject: Approve sale of Tract 1, Henkins Addition to Lake Area Improvement Corporation for \$75,000
Date: September 16, 2024

Background

The Lake Area Improvement Corporation (LAIC) approached the City in January 2023 regarding the use of the Highland Avenue t-ball field for a childcare center facility. The City Commission expressed support for the sale of the property for this use. As the project progressed into plans for an Early Learning Center (ELC), the City provided support in other key areas. The City created a Tax Increment Financing district in the industrial park with future proceeds going to LAIC for the ELC construction. The City also submitted a Community Development Block Grant (CDBG) application for the project which received a grant of \$1.02 million. During this time, LAIC continued forward with designs for the ELC as well as a large fundraising effort for construction.

Conversion of Use

One challenge was a grant encumbrance on the t-ball field. This property, like most of the city's park areas, benefited from a past Land, Water, and Conservation Fund (LWCF) grant. This grant requires the property to be used for recreation purposes in perpetuity. As a result, the City initiated a conversion of use process to move the grant encumbrance to a new property. The new property must be a new park area that is to be developed at local cost. The City identified the future Cyber Estates Park as the property through which to accomplish this. While the conversion of use is still in its final stages of approval, staff are confident it will be approved and comfortable proceeding with the sale of the property in order to avoid delay of the ELC project.

Sale Price

The proposed sale price of the property is \$75,000. This number is based on the lost grant opportunity to develop Cyber Estates Park. Typically when establishing a new park, the City applies for LWCF grant to assist greatly in park development. Since Cyber Estates Park will be used in the conversion of use process, the City must develop that park at its own cost. Staff expect that \$75,000 is approximately the amount that the City would have received in LWCF if not for the conversion of use requirement.

Staff recommendation

Given the City Commission's past support for the ELC project, staff recommend approval of sale of property to LAIC for \$75,000. The price is reasonable as it makes up for the lost grant opportunity, and the property will be used to help address critical childcare needs in Madison.

City of Madison
Memorandum - Property Purchase near Madison Fire
Station



To: Mayor and City Commission
From: Jameson Berreth, City Administrator
Subject: Purchase Lot 1, Block 8, Gienapp's Addition for \$500
Date: September 16, 2024

Background

The City owns two parcels of property where the Fire Station is located (shown outlined below in yellow). The main parcel with the Fire Station and an empty lot adjacent to the west. The latter is currently used for parking of vehicles and equipment. While there are no current plans for construction on this parcel, it is suitable for a building in the future if desired. There is a narrow lot behind the west parcel which provides little value to anyone on its own. AP Properties, which owns the property, has offered to sell the property for \$500. This would "square up" the City's west parcel and allow a building to be constructed in the future if desired in line with the north property line of the main lot where the Fire Station is located.



Staff recommendation

Staff recommend purchasing the property for \$500. It provides little to no value as is but would be beneficial to the City should a building be constructed next to the Fire Hall in the future.

City of Madison
Memorandum - City Hall Redevelopment Request for
Proposals



To: Mayor and City Commission
From: Jameson Berreth, City Administrator
Subject: Advertise a Request for Proposal for City Hall/Police Station Redevelopment
Date: September 16, 2024

Background

The City of Madison is nearing completion of construction of a new City Hall and Police Station on Highland Avenue. Once completed, the current building on 116 West Center Street will be vacant and no longer needed by the City. It is important to the City that the building finds a new and productive use for the community and the downtown core area. Staff prepared a Request for Proposal (RFP) process to assist with identifying potential parties to redevelop the building.

Request for Proposal

The RFP document includes information related to background on the site, project scope and preferred uses, submittal requirements, submittal instructions, evaluation criteria, and the selection process. The scope varies from minor building repurposing to full redevelopment of the site. Interested developers may submit questions by October 4 with responses issued from City by October 18. Deadline for proposal submissions is November 1. Developers will need to provide a narrative of their project, previous work examples, financial information, and references. Evaluation is based on productive use of the property, enhancement of the downtown district, preservation of historic character, financial feasibility, economic impact, and timeline.

Pertinent Statutes

Research of relevant South Dakota codified law shows that the RFP process must comply with SDCL 9-54-1. This section identifies authorized public or industrial development purposes. Within this list is advancement of commercial uses and expansion of business development. As such, the RFP requires that at least 51% of the building's floor space be used for commercial or retail purposes. The addition of residential purposes is allowed as it supports and furthers the commercial purposes and contributes to economic development. Accordingly, the RFP strongly encourages mixed-use solutions.

The intent of the RFP process is to identify a developer with project that complies with SDCL 9-54-1. If the City Commission and the developer come to an agreement on use of the property, the property will then be transferred to the Lake Area Improvement Corporation in accordance with SDCL 9-27-36. This statute allows real property to be sold to an economic development organization so long as the property is used for a purpose as enumerated in SDCL 9-54-1.

Staff recommendation

Staff recommend approving the RFP process. Taking this step will allow the City to solicit proposals for productive uses of City Hall. After proposals are received and considered, the City Commission may then select a proposal or reject all proposals.



REQUEST FOR PROPOSALS (RFP) FOR THE REDEVELOPMENT OF THE MADISON CITY HALL AND POLICE STATION

Overview: The City of Madison, South Dakota, invites qualified developers, designers, or contractors to submit proposals for the redevelopment of its historic City Hall and Police Station. The project aims to restore or repurpose the existing building into a commercial or mixed-use facility that benefits the community and enhances the downtown district. The City encourages proposals that preserve the historical significance of the building while delivering a vision for the future of downtown Madison.

Project Location: The City Hall and Police Station are located in downtown Madison on E Center Street. The site covers approximately 6,800 sq. ft. of Central Business CB District zoned property. It holds strategic potential for the district's economic and commercial development.

History and Vision: Madison City Hall has played a key role in the city's administrative and civic activities. Over the years, it has been home to City Hall; the Police Station; the Fire Station; SD Game, Fish, & Parks; the Red Cross, and more.

The building's rehabilitation offers an opportunity to enhance the downtown area and benefit the community. The City envisions the redevelopment project as a cornerstone of its downtown revitalization efforts, promoting both historic preservation and modern urban connectivity.

Historic Review: This property is not on the National Register of Historic Places and therefore not subject to the local "11.1 Review" process. It is "NR eligible" which potentially would allow the property to be added to the registry. This could provide funds for renovations, but the property would then need to adhere to historic preservation guidelines.

Project Scope and Preferred Uses: The City of Madison is seeking an experienced developer for this project. Proposals should focus on one of the following redevelopment priorities:

1. General updating and repurposing into usable space for commercial or mixed uses.
2. Full renovation of the existing building.
3. Full redevelopment of the site.

The proposed redevelopment must allocate at least 51% of the building's floor space for commercial or retail purposes. Mixed-use solutions are strongly encouraged to support the economic growth of downtown Madison. While the City has not committed to a single

redevelopment concept, proposals should include creative solutions that harmonize with the area's historic and commercial context.

Submittal Requirements: Proposals must include the following:

1. **Cover Letter:** A brief introduction summarizing the Development Team's qualifications and approach.
2. **Project Narrative:** Proposal must address the following components:
 - Proposed vision for the redevelopment
 - Proposed partner entities for the redevelopment
 - Intended uses with approximate square footages
 - Plans for building alterations, if applicable
 - Proposed parking solutions
 - Conceptual renderings of the building's exterior or interior, if applicable
 - Project timeline, including predevelopment, design, construction, and marketing phases
 - Estimated project budget and financing
3. **Previous Work Examples:** A portfolio of similar projects, including details on project completion, construction budgets, change orders, timelines, and experience with historic properties and building code.
4. **Financial Capacity:** Information on the Development Team's financial capabilities, funding strategies, bonding capacity, and previous financing experience.
5. **Project Organization:** An outline of key team members, their roles, and résumés.
6. **References:** Contact information for three past clients, including descriptions of similar work performed.

Pre-Submittal Information: Developers can submit written questions by October 4, 2024. Responses will be issued by October 18, 2024. Direct inquiries to:

Jameson Berreth, City Administrator
605-256-7501
Jameson.Berreth@cityofmadisonSD.com

Submittal Instructions: Submit one electronic PDF copy and one paper copy of the proposal by November 1, 2024. Proposals must be limited to 30 pages, excluding confidential financial documents. The financial pro forma should be submitted in a separate, sealed envelope marked "Confidential." Send all submissions to:

Jameson Berreth, City Administrator
116 West Center Street
Madison, SD 57042
Jameson.Berreth@cityofmadisonSD.com

Evaluation Criteria: Proposals will be evaluated based on the following criteria:

1. Productive redevelopment use(s) (10 points)
2. Integration with and enhancement of the downtown district (15 points)
3. Preservation of the building's historic character (5 points)
4. Financial feasibility and capacity (5 points)
5. Projected economic impact (5 points)
6. Proposed project timeline (5 points)

Selection Process: The City of Madison will establish a selection committee to review all proposals. The selected Development Team will enter into a Development Agreement with the City, subject to City Commission approval. This agreement will detail all project aspects, including design, construction, and financing.

The City reserves the right to reject any or all proposals.

City of Madison
Memorandum - Armory Roof Reconstruction
Advertisement



To: Mayor and City Commission
From:
Subject: Authorize staff to advertise for Armory roof reconstruction
Date: September 16, 2024

Background

The roof of the Madison Armory shows signs of wear and is experiencing leaking in multiple areas, most significantly in the NW corner of the building. As reconstruction of the roof is not included in the 2024 budget, staff wanted to bring the concern to the City Commission for action. It could be budgeted in 2025 instead of 2024 if desired, although there are concerns about the leaks becoming worse throughout the winter.

The 2024 budget includes \$100,000 for replacement of the limestone cap on top of the Armory. These funds have not yet been utilized and would be available for roof reconstruction. However, the reconstruction is expected to cost significantly more than what is budgeted for the cap replacement.

Staff have begun drafting the specifications and bid advertisement. The documents were not ready yet for the August 16 Commission meeting but can be completed quickly if action is taken to advertise for the roof reconstruction.

Staff recommendation

Staff recommend advertising for the Armory roof reconstruction. Attempting to complete the work in 2024 is preferable, however staff will follow any direction provided.

City of Madison
Memorandum - 2025 Recycling Services Bid
Advertisement



To: Mayor and City Commission
From:
Subject: Advertise Bid No. 961 Operational Services - Madison Recycling Center
Date: September 16, 2024

Background

The City of Madison contracts services within the Madison Recycling Center. The services include operating the conveyor, sorting recyclables and preparing them for baling, and maintaining the cleanliness of the facility. The current contract is a 2-year contract expiring on January 31, 2025. The bid process on the last contract required negotiations with the low bidder to reach an agreeable cost to the City.

Recycling Services Options

The Recycling Services are still required at the Recycling Center. In the past, the City weighed several options including: (1) contracting out the services, (2) changing to single-stream recycling which does not require sorting recyclables, and (3) completing the work internally through the hiring of additional staff. The City Commission pursued the first option, and the existing contract has worked very smoothly.

Staff recommendation

Staff recommend advertising a contract for the services at the Recycling Center. The contract has worked very well up until now, and staff would prefer to continue as long as the benefits continue to outweigh the costs. Advertising the contract will allow the City to explore this option and determine what the cost will be to contract the services.

ADVERTISEMENT FOR BIDS

Notice is hereby given that on the 9th day of October, 2024, until 2:00 p.m., sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota, at the Office of the Finance Officer, 116 W Center Street, Madison, South Dakota 57042 and will then be publicly opened and read.

BID NO. 961 OPERATIONAL SERVICES - MADISON RECYCLING CENTER

Contract specifications and proposal form may be inspected and procured at the issuing office: City Public Works Office, 435 S. Highland, Madison, South Dakota 57042 or online at www.cityofmadisonsd.com. Questions should be directed to Gary Gonyo, Director, at (605) 256-7515, option 5.

All bidders are required to hold all applicable South Dakota tax licenses.

All bids must be signed and submitted in a sealed envelope and clearly marked **Bid No. 961 – Operational Services - Madison Recycling Center**. Any bids received after the deadline will not be accepted.

The City of Madison reserves the right to waive any informalities, to reject any and all bids and to add or deduct from the proposed work.

By Order of the Board of Commissioners
City of Madison
Madison, South Dakota
Amy Sad
Finance Officer



PROPOSAL FORM
OPERATIONAL SERVICES – MADISON RECYCLING CENTER

I have read and understand the operational services contract specifications for the abovementioned services and hereby submit the following compensation proposal:

\$ _____ per month

Insurance:

Proof of insurance as prescribed in the insurance requirements must be included with this proposal.

References:

Please provide the name, address, contact person and phone number of three current or previous clients for whom you provided similar services.

Name	Address	Contact Person	Phone Number
1.	_____		
2.	_____		
3.	_____		

Company Name: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Address of Company: _____

Telephone Number: Office: _____ **Cell:** _____

South Dakota Sales Tax ID: _____

Signature: _____ **Date:** _____

**OPERATIONAL SERVICES CONTRACT SPECIFICATIONS
CITY OF MADISON
MADISON RECYCLING CENTER**

I) General

The Madison Recycling Center is located at 800 SW 7th Street in Madison, SD. Operational services will include operation of conveyor, sorting of recyclables and light custodial duties.

II) Insurance Requirements

The successful Contractor will not be an employee of the City and will pay all applicable taxes and provide proof of insurance (liability, workers compensation) for itself and its employees. Insurance requirements include General Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the City as additional insured, with said insurance coverage to include owner/operator coverage. Contractor agrees to keep the insurance in full force and effect during the term of the contract. Contractor will be required to provide proof of insurance with initial proposal and may be required to provide such proof at any time during the contract period.

III) Sub-Contractor

Under no circumstances will sub-letting, sub-contracting, leasing or transfer of services be allowed.

IV) Hours of Service

Services will be performed between the hours of 7:00 a.m. and 4:00 p.m. Monday - Friday. Specific hours will be determined by mutual agreement of the City and Contractor.

V) Responsibility of Operational Services Contractor

A Contractor supervisor shall be on the job regularly and be active in the oversight, supervision and inspection of the operational services process. The Contractor will be expected by the City to be responsive to address concerns and insist on a high degree of service quality.

VI) Owner-Provided Supplies

The City will provide and maintain all sorting equipment, safety wear and custodial supplies. Contractor personnel will be instructed by the City's representative on the use of equipment and supplies.

VII) In-Service Training Provided by Owner

The City's representative will provide initial, mandatory, in-service training to all Contractor employees on proper use of equipment and supplies and sorting procedures. Additional training will be provided as necessary due to personnel changes.

VIII) Payment to Contractor

Contractor must submit a monthly invoice to the City in the amount of \$_____. City will process invoice for payment approval in a timely matter.

IX) Contract Term

This contract shall be in effect for 24 months beginning FEBRUARY, 1 of 2025. City may terminate the contract at any time during the contract term only for just cause related to performance. City shall give the Contractor a reasonable opportunity to remedy and cure unsatisfactory performance prior to termination.

X) Scope of Services

- operate conveyor
- sort recyclables and prepare for baling
 - plastics (natural, hard, colored)

- cardboard (including chipboard)
- newspaper (including newsprint)
- office paper
- aluminum
- maintain cleanliness of work area, office and restrooms
 - empty trash containers, including recycling bins and replace liners when necessary
 - wipe counters
 - clean and disinfect sinks and toilets
 - clean and disinfect water fountain
 - check and clear stairs of any debris
 - wet mop floors
- secure building at completion of work day

CITY OF MADISON

CONTRACTOR

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

DRAFT



Changes to 2025 IBEW Local 426 Collective Bargaining Agreement

Summary of Final Proposals

- 1) Schedule "A" Base Wages
 - 2.5% COLA plus 1.5% performance-based increase.
 - One additional step for Administrative Assistant.
- 2) Article XIV – Insurance and Retirement
 - Add the dollar increase needed to keep the individual plan fully employer-funded to all plans equally.

Note: 2025 CBA will begin with first payroll of 2025 which starts on December 15.

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



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

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

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

TERMS AND AMENDMENTS

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

SPIRIT OF AGREEMENT

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

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

- A) We intend to establish salaries and wages that are adequate to attract and retain qualified personnel and stimulate their superior performance, growth, and development.
- B) We intend to provide each person with a feeling that the salary compares fairly with what is paid for other positions having similar duties, difficulties and responsibilities both within the City and in other organizations within the area from which the employee would normally be recruited.
- C) We intend to assure both management and employees that performance will be appraised systematically, fairly and that opportunities will be provided to permit all employees to become highly trained and grow and develop so that they can assume positions of greater responsibility.
- D) We intend to provide wages and salaries on a fair, systematic and predetermined basis so that the

Employer can adequately determine budget requirements and do long-range planning.

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

ARTICLE I - RECOGNITION

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

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

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

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

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

- A) Employee in Training: A person who is hired to fill a job position will be classified as a probationary employee for the first one thousand forty (1040) hours of employment.
- B) Regular Employee: A person who has completed the one thousand forty (1040) hours probationary period, and who has, at the end of the period, been rated satisfactory by the supervisor, will be classified as a regular employee.
- C) Temporary/Part-time Employee: A person whose employment is fixed at the time of employment not to exceed one thousand forty (1040) hours of work in the twelve (12) month period following the person's date of hire or any subsequent twelve (12) month period. The one thousand forty (1,040) hours may be extended by written mutual agreement of both parties.

ARTICLE II - COMPLIANCE WITH THE LAW

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

such law or regulation.

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

ARTICLE III - MANAGEMENT RIGHTS

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

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

ARTICLE IV - CONDUCT OF UNION AFFAIRS

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

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

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

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

Section 5: The steward shall be permitted to devote reasonable periods of time to represent assigned work

groups during normal working hours, without loss of pay, but not to exceed more than one (1) hour per pay period.

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

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

ARTICLE V - COMMITTEE FOR UNION - MANAGEMENT COOPERATION

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

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

which interfere with such relationships.

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

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

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

ARTICLE VI - GRIEVANCE PROCEDURE

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

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

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

Section 3: In the event the grievance is not resolved under the procedures of Section 2, the employee may request, in writing, a hearing with the City Commission within ten (10) calendar days of the decision being received by the employee under Section 2. The Commission at its next regularly scheduled meeting, in executive

session shall set the hearing date. The hearing shall be scheduled and held within the following two weeks and be conducted in an executive session under procedure to be established by the commission. The Commission will make a decision and the employee notified within ten (10) days of said hearing.

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

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

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

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

ARTICLE VII - SENIORITY

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

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

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

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

A) Transfer and Promotions

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

- 2) If it is found you are not fully suited for your work, an attempt will be made to transfer you to other work suitable to your qualifications with the hope you will then make satisfactory progress. After you have performed satisfactorily, and have demonstrated qualifications for advancement, you will be considered for promotion to positions which may pay a greater wage and utilize greater skills. Vacancies in higher positions will be filled by deserving employees of the city whenever possible.
- 3) Promotion within the City shall be by department, on a seniority basis with the most senior employees within the department considered first (1st) for promotion. Determination of position qualifications is a prerogative of the city. Any promoted employee shall be granted a thirty (30) day trial period to determine:
 - i. His/her ability to perform the job.
 - ii. His/her desire to remain on that job.
 - iii. During the thirty (30) day trial period an employee may elect to revert back to his/her previous position without penalty or prejudice.
- 4) If the city is unable to fill a vacancy by promotion from within, it may hire from outside the work force. When a vacancy occurs and no employee, in the opinion of the city is eligible to fill the vacancy, a new employee may be hired. New employees will be subject to a six (6) month training period.
- 5) If the employee desires a transfer to another job, the employee shall submit an application in writing to the Supervisor. The application shall state the reason for the transfer in addition to the job title the employee wishes to transfer to.

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

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

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

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

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

ARTICLE VIII - DISCIPLINARY ACTION

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

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

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

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

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

ARTICLE IX - SICK LEAVE

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

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

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

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

Section 4: Sick leave shall be granted to employees:

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

- E) Any employee whose wife is giving birth to a child shall be granted two (2) days sick leave one (1) of which may be taken at the time of delivery and one (1) at the time of wife's release from the hospital.
- F) Employees may use up to two (2) days of sick leave for funeral leave in accordance with Article XIII B.
- G) The department supervisor may require a doctor's certification to establish the employee illness if the illness extends beyond three (3) days.
- H) Employees are expected to employ the sick leave provisions only in the event of actual illness. Abuse of the privilege by any employee and deliberate deceit in connection with the use of this privilege will result in discharge of the employee.
- I) Procedures:
 - a. When an employee is ill and unable to work, he/she shall call his/her supervisor.
 - b. The number of hours of sick leave will be notated on the employee's time sheet and charged against his/her accumulated sick leave by the Finance Office.
 - c. An employee who abuses the sick leave privilege may expect disciplinary action pursuant to City policy
- J) Twenty-five percent (25%) of base wage for accrued sick leave will be reimbursed to employee upon resignation for all employees hired prior to January 1, 2005. All employees hired after January 1, 2005, shall be paid twenty-five percent (25%) up to a total of four hundred eighty (480) hours.

ARTICLE X - LAYOFF RECALL - JOB OPENINGS - NEW POSITIONS

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

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

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

ARTICLE XI - HOLIDAYS

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

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

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

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

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

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

ARTICLE XII - VACATION

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

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

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

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

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

Section 5: Vacation leave may be taken in increments equal to one-quarter ($\frac{1}{4}$) hour with supervisors' permission.

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

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

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

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

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

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

Section 12: Employees may not use vacation leave during their final two (2) weeks after providing notice of resignation or retirement unless the Department Head provides written approval.

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

ARTICLE XIII - LEAVES OF ABSENCE

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

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

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

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

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

B) Funeral Leave

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

C) Active Reserve Duty

Any employee who has served his/her probationary period and who is a duly qualified member of the "ready reserve" of an organized unit, and who, in order to receive military training with the Armed Forces of the United States of America, is required to have leave, shall be given five (5) paid days of leave and ten (10) unpaid days of leave in any one calendar year. Such leave shall be unpaid. An employee shall be granted

leave for:

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

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

D) Union Conventions

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

E) Leave of Absence for Valid Reasons

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

F) Jury Duty

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

G) Family Medical Leave

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

ARTICLE XIV - INSURANCE AND RETIREMENT

Section 1: Health Insurance:

- A) The City shall provide group health and dental insurance plans for all full-time employees in the bargaining unit and their dependents electing to be covered by such insurance.
- B) For calendar year 2023, the City will pay a monthly health/dental insurance benefit as shown in Schedule “B”.
- C) Insurance Committee

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

NON-VOTING:

City Finance Officer (non-voting member)

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

VOTING:

Finance Officer

Two (2) employees from the Teamsters department

One (1) employee from the Electric department

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

Three (3) employees At-Large

One (1) Finance Commissioner

One (1) Department Head

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

Section 2: Life Insurance:

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

Section 3: Retirement:

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

into such fund.

A). Special Pay Plan

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

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

ARTICLE XV - HOURS OF WORK

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

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

ARTICLE XVI - OVERTIME-STANDBY-MEALS-CALL OUT

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

The employee may at his/her option choose comp-time instead of wages, however, the comp-time shall be figured at the one and one-half (1 ½) times for each hour of overtime worked same as wage. If an employee chooses to have the comp-time instead of the wage, he/she must use the comp-time prior to December 1st of each year. If the comp-time is not used before December 1st, the employee shall be paid in wages for the time worked at the applicable rate. Comp-time will not be accumulated in December. Under no circumstance shall comp-time carry over to the next pay raise.

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

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

Section 4: Meals – When employees are required to work more than three (3) hours past their normal quitting time on a regular day or are called to work two (2) hours before the start of the regular workday, employees may submit for a meal reimbursement up to the State of South Dakota per diem rate. The employer has the discretion to supply a meal to employees in which case reimbursement will not be available. When emergency conditions require extended or unusual work conditions a lunch shall be provided every four (4) hours worked, a hot meal every eight (8) hours, until released.

Section 5: Standby – all employees will be required to take their turn providing after hours on standby from Saturday at 12:00 am to Sunday at 11:59 pm. Compensation shall be fifty dollars (\$50.00) per day. Employees will be required to respond to any call-in within twenty (20) minutes and will be expected to make necessary accommodations to meet that response time. Failure to adhere will result in disciplinary action.

ARTICLE XVII - WORKING RULES

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

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

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

Section 3: Uniforms

The City shall furnish every employee whose work responsibility requires then to work in an electrical hazard area,

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

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

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

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

ARTICLE XVIII - SEVERANCE PAY

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

ARTICLE XIX - DEDUCTION OF UNION DUES

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

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

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

Section 3: This Agreement to deduct Union dues shall not apply to initiation fees, special assessments, or payments

of any kind due the Union by the employee other than current Union dues.

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

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

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

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

VOLUNTARY CHECK-OFF FORM

_____, 20__

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

Dated at Madison, South Dakota on this _____ day of _____ 2024.

CITY OF MADISON, A Municipal Corporation

BY: _____
Roy Lindsay, Mayor

ATTEST: _____
Amy Sad, Finance Officer

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local 426

BY: _____
Dylan Meyer, Business Manager

BY: _____
Oakley Denne, Member Negotiating Committee

SCHEDULE “A” – BASE WAGES

CLASSIFICATION	% of JL Rate	EFFECTIVE 12/17/2023
Electric Utility Supervisor	112%	\$51.03
Lead Line Worker	106.67%	\$48.59
Line Worker w/ State Electrical Contractors License	101.54%	\$46.25
Line Worker	100%	\$45.55
Apprentice Line Worker		
8th 6 Months	90.03%	\$41.01
7th 6 Months	85%	\$38.73
6th 6 Months	80%	\$36.45
5th 6 Months	75%	\$34.16
4th 6 Months	70%	\$31.90
3rd 6 Months	65%	\$29.61
2nd 6 Months	60%	\$27.33
1st 6 Months	55%	\$25.06
Meter Reader (of JL Scale)	78.02%	\$35.54
Apprentice Meter Reader	% of MR	
4 th 6 Months	90%	\$31.98
3 rd 6 Months	80%	\$28.43
2 nd 6 Months	70%	\$24.88
1 st 6 Months	60%	\$21.32
Administrative Assistant		Grade 12

Note 1: All wages in table were increased 2.5% for cost-of-living adjustment from previous year. Employees are also eligible for an annual 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.

Note 2: Administrative Assistant is a position which is eligible for another collective bargaining unit in addition to IBEW. It is set at Grade 12 according to the Step/Grade scale used for other City departments. Effective the first payroll of 2025, the employee will be placed at Step F with opportunity for Step G pending a positive performance review.

SCHEDULE “B” – INSURANCE BENEFIT

Effective Plan Dates – 1/1/2024 – 12/31/2024

INSURANCE PLANS	Monthly Premium	Per Month		Per Payroll	
		City Benefit	Employee Deduction	City Benefit	Employee Deduction
Single	\$785.01	\$785.01	\$0.00	\$392.51	\$0.00
Employee + One	\$1,417.73	\$1,210.78	\$206.95	\$605.39	\$103.48
Employee + Children	\$1,598.89	\$1,350.02	\$248.87	\$675.01	\$124.44
Family	\$1,820.35	\$1,404.33	\$416.02	\$702.17	\$208.01

Plans shown are for 2024. Both parties agree for 2025 that the ‘City Benefit’ amounts will be increased in every plan by the amount required to keep the individual plan fully employer funded. The ‘Employee Deduction’ amounts will be increased by the remaining costs.

DENTAL PLANS	Monthly Premium	Per Month	
		City Benefit	Employee Deduction
Single	\$52.42	\$37.95	\$14.47
Employee + Spouse	\$102.41	\$70.455	\$31.955
Employee + Children	\$102.84	\$70.76	\$32.08
Family	\$150.06	\$92.51	\$57.55

Plans shown are for 2024. Both parties agree for 2025 that the ‘City Benefit’ and ‘Employee Deduction’ amounts to be increased the same amounts with both sides taking 50% of actual cost increases.



Changes to 2025 Teamsters Local 120 Collective Bargaining Agreement

Summary of Final Proposals

- 1) Article 36 Wages
 - 2.5% COLA plus 1.5% performance-based step increase.
- 2) Appendix B Insurance
 - Add the dollar increase needed to keep the individual plan fully employer-funded to all plans equally.
- 3) Article 20 Pensions- SDRS Supplemental Retirement (Union item)
 - City shall contribute \$1 for every \$1 the employee contributes; maximum of \$27.00 per pay period. Increased from \$1 for every \$2; maximum of \$23.08 per pay period.
- 4) Appendix A (City item)
 - Create lead positions in water distribution & sewer collection, water & wastewater treatment, and parks departments. Lead positions receive an increase of one grade.

Note: 2025 CBA will begin with first payroll of 2025 which starts on December 15.

AGREEMENT BY AND BETWEEN
TEAMSTERS LOCAL UNION NO. 120
AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
and
THE CITY OF MADISON
(CITY EMPLOYEES BARGAINING UNIT)
For the period of January 1, 2023 - December 31, 2025



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AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement” or “Contract”) made and entered into this 4th day of December 2023 by and between the City of Madison, South Dakota, hereinafter referred to as the “Employer” or the “City” and the Teamsters Local Union No. 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union”.

ARTICLE 1 RECOGNITION

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

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

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

ARTICLE 2 SEPARABILITY AND SAVING CLAUSE

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

ARTICLE 3 NON-DISCRIMINATION

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

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

ARTICLE 4 MANAGEMENT RIGHTS

The customary functions of the management for the carrying on of the business and operation are recognized and vested exclusively in the Employer. Such customary rights include the control and regulation of usages of its machinery, equipment, and other property; the determination of the number, location and continuance of use of its plants and offices; the subletting of work; the direction and control

of its work force as to size and composition and assignment of employees; to make all changes, rules, policies, and practices; to hire, promote, retire, demote, transfer, layoff and recall employees to work; to determine the work schedules as to hours and shifts to be worked; to reprimand, suspend, discharge or otherwise discipline employees for just cause and otherwise generally manage and direct the work force and establish terms and conditions of employment.

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

ARTICLE 5 BONDS

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

ARTICLE 6 LIABILITY COVERAGE

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

ARTICLE 7 STEWARDS

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

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

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

ARTICLE 8 BULLETIN BOARDS

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

ARTICLE 9 MILITARY LEAVE

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

ARTICLE 10 GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

ARTICLE 11 DISCHARGE OR SUSPENSION

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

All City employees are responsible for carrying out City Policy for the good of the City and its citizens. When disciplinary action is necessary, it is the responsibility of the supervisor to initiate, administrate and carry through the proper action.

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

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

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

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

- (3) For third offense, depending upon severity of the offense, up to or including suspension without pay, demotion or discharge;
- (4) No reprimand shall be needed to discharge an employee for being under the influence of alcohol or drugs while on duty (subject to the City's work rules relating to chemical dependency on drugs and alcohol), theft or other acts of moral turpitude or in any other manner converting Employer's property, disregard for authority and willful failure to obey lawful orders, assaulting a City Officer, Supervisor or Employee on the premises of any conduct which threatens the safety and security of City Employees or the general public;
- (5) A reprimand or other disciplinary action shall remain as a part of the employee's regular record for a period of twenty-four (24) months.

ARTICLE 12 CITIZEN'S COMPLAINT

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

ARTICLE 13 REPRIMAND

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

ARTICLE 14 COMMITTEE FOR UNION - MANAGEMENT COOPERATION

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

As needed, meetings may be held during the term of this Agreement of the committee formed as part of this Article. It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which arise concerning administration, interpretation or application of the Agreement or other matters which either party believes will contribute to the improvement in the relations

between them within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting collective bargaining negotiations nor for any purpose which in any way will modify, add to, or detract from the provisions of this Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between all employees covered by this Agreement and to find ways to overcome difficulties, influences, or attitudes which interfere with such relationships.

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

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

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

ARTICLE 15 SENIORITY

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

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

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

Seniority and employment relationship shall terminate when an employee:

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

ARTICLE 16 PROMOTIONS AND TRANSFERS

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

- (1) Job openings within the bargaining unit shall be posted internally on City bulletin boards for three (3) working days. Employees covered under the Teamster Contract will be given

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

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

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

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

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

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

ARTICLE 17 EMPLOYEE CLASSIFICATION

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

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

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

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

ARTICLE 18 SICK LEAVE

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

- (1) Training period and regular employees will receive sick leave credits at the rate of one-half (1/2) day per pay period (twenty-six (26) pay periods per year) or thirteen (13) days per year. In the event of illness an employee will receive eight (8) hours of regular pay for each regular workday he/she is absent from work to the extent of his/her earned sick leave credit.
- (2) Temporary employees do not receive any sick leave credits.
- (3) Employees shall be charged for sick leave only for absence on days when they would otherwise work and receive pay.
- (4) Holiday hours and sick leave hours paid for but not worked in excess of one (1) full pay period shall not be used for the purpose of computing any sick leave.
- (5) Sick leave shall be granted to employees:
 - (A) When they are incapacitated for the performance of their duties due to illness, injury or pregnancy and confinement.
 - (B) For medical, dental or optical examination or treatment.
 - (C) When a member of the immediate family or the employee is afflicted with an illness and requires the care and attendance of the employee. Immediate family is defined as per Article 29, Section 1 of this Agreement.
 - (D) When, through exposure to illness, the presence of the employee at his/her post of duty would jeopardize the health of others.
 - (E) Any employee who is the father of a newborn child shall be granted two (2) days of sick leave, one (1) of which may be taken at the time of delivery and one (1) at the time of the release from the hospital.
- (6) The department supervisor may require a doctor's certification to establish the employee's illness.
- (7) When an employee's sick leave extends beyond three (3) work days, the City may require a doctor's certification clearing the employee for a return to work.
- (8) An employee who is unable to work because of illness is expected to notify his/her supervisor as soon as possible.
- (9) Employees are expected to employ the sick leave provisions only in the event of actual illness.
- (10) Abuse of the privilege by an employee and deliberate deceit in connection with the use of this privilege will result in discharge of the employee.
- (11) Procedures for utilizing sick leave shall be as follows:
 - (A) When an employee is ill and unable to work, he/she shall call his/her supervisor.
 - (B) The number of hours of sick leave will be noted on the employee's time sheet and charged against his/her accumulated sick leave by the Finance Officer.

- (C) An employee who abuses the sick leave privilege may expect disciplinary action pursuant to City policy.
- (12) Twenty-five percent (25%) of base wage for accrued sick leave will be reimbursed to employee upon resignation for all employees hired prior to January 1, 2005. All employees hired after January 1, 2005 shall be paid twenty-five percent (25%) up to a total of four hundred eighty (480) hours.

ARTICLE 19 WORKERS COMPENSATION

Workers Compensation shall be administered in accordance with State guidelines.

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

ARTICLE 20 PENSIONS

Section 1: Retirement benefits shall remain as provided by South Dakota Law, but they shall not be in any manner reduced or lessened during the period of this Contract, unless the changes are beyond the control of the City.

Section 2: It is the intent of the City and the Union to provide the Special Pay Plan for its employees. SDRS provides a special pay plan for all eligible employees. The City will follow the SDRS rules and policies where it relates to the Special Pay Plan. For more information, please see the City Policy.

Section 3: Employees may elect to participate in the SDRS Supplemental Plan. For every \$1.00 contributed by the employee, the City will contribute \$1.00 up to a maximum employer contribution of \$27.00 per pay period. Contributions from employee and employer must follow SDRS Supplemental Plan rules and policies.

Section 4: Upon termination of employment, employees who have served the City five (5) years or more will receive severance pay, one (1) week's pay at the employee's then current pay for each five (5) years of continuous service, or prorated amount thereof.

ARTICLE 21 INSURANCE

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

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

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

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

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

Non-voting:

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

Voting:

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

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

ARTICLE 22 PAY PERIODS

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

ARTICLE 23 WORK WEEK

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

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

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

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

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

ARTICLE 24 STAND-BY

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

ARTICLE 25 CALL-IN/HOLD OVER

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

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

When employees are required to work more than 3 hours past their normal quitting time on a regular day or are called into work 2 hours before the start of their regular workday, employees may submit for a meal reimbursement up to the State of South Dakota per diem rate. The employer has the discretion to supply a meal to employees in which case reimbursement will not be available. When emergency conditions require extended or unusual work conditions a lunch shall be provided every four (4) hours worked, a hot meal every eight (8) hours, until released.

ARTICLE 26 SAFETY AND EQUIPMENT

The City will furnish safety equipment needed for various jobs to include hard hats, florescent vests, safety goggles, ear plugs, back braces, prescription safety glasses and gloves as designated by the Department Head. Employees will receive prescription safety glasses once every two (2) years unless there is damage to the glasses by performing work for the City. Supervisor must approve additional safety glasses within that two (2) year period. It is required that the employees utilize the equipment when provided. It is recommended that each department head conduct safety meetings once each month.

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

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

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

An annual boot/clothing allowance of \$150.00 will be paid each year with payroll #1. Only employees on the payroll on that date will receive the stipend. Employees will be expected to wear and maintain work appropriate boots/clothing.

ARTICLE 27 BREAK TIME

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

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

ARTICLE 28 MISCELLANEOUS

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

ARTICLE 29 SPECIAL LEAVE

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

- (1) Funeral Leave – A paid funeral leave of three (3) days will be granted to any probationary or permanent employee to attend the funeral of a member of his/her family. A member of his/her family shall be interpreted to mean husband, wife, son, daughter, father, mother, brother, sister, grandmother, grandfather, stepson, stepdaughter, stepfather, stepmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, and stepsiblings of the employee or spouse. Two (2) additional days may be charged to sick leave and if more time is needed the additional time may be charged to vacation. In the event of a funeral of an Aunt, Uncle, Niece, or Nephew, an employee may take two (2) days off with pay to be charged to sick leave and if additional days are needed these days may be charged to vacation.

In addition, in the case of the funeral of a member of the employee's family, two (2) additional

days shall be granted where travel (at least two hundred [200] miles one [1] way) is necessary, provided the same is approved by the City. In the case of death of an Aunt, Uncle, Niece, or Nephew, two (2) days travel (must be at least two hundred [200] miles one [1] way) leave shall be given to attend the funeral to be deducted from the employee's sick leave, with prior approval from the City.

- (2) Voting – Any employee eligible to vote at any election held within the State of South Dakota shall, on the day of such election, be granted time to go to the polls if his/her duties on that day would otherwise prevent him/her from voting before or after regular working hours.
- (3) Jury or Court – If any employee is called for jury duty, he/she shall continue to be paid at his/her regular rate. Upon returning to work, he/she shall reimburse the City for the amount received for jury duty for each day to accrue for the time that is spent on jury duty.

ARTICLE 30 HOLIDAYS

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

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

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

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

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

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

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

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

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

**ARTICLE 31
VACATIONS**

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

Employees will accrue vacation in accordance with the following schedule:

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

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

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

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

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

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

Employees who are laid off or discharged, who resign or retire after giving two (2) weeks' notice to the City, or who are called to military service, shall receive payment of such vacation time as is due them, computed on a pro rata basis according to the time worked during the current vacation year. Cash payments in place of vacation privileges are not permitted.

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

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

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

**ARTICLE 32
CHECK OFF**

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

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

**ARTICLE 33
UNION BUSINESS AND REPRESENTATIVES**

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

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

**ARTICLE 34
BUSINESS AGENTS**

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

**ARTICLE 35
SEVERANCE PAY**

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

**ARTICLE 36
WAGES**

Effective with the first payroll of 2025, the grade and step scale will be adjusted by 2.5% plus employees will move one step on the scale (additional 1.5%) providing satisfactory work performance as determined and recommended by their department head.

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

ARTICLE 37 COMPENSATION TIME

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

ARTICLE 38 MAINTENANCE OF STANDARDS

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

ARTICLE 39 FAMILY MEDICAL LEAVE

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

ARTICLE 40 RE-OPENER

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

ARTICLE 41 DURATION

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

Dated this ____ day of _____ 2024.

CITY OF MADISON

Roy Lindsay, Mayor

ATTEST:

Amy Sad, Finance Officer

TEAMSTERS LOCAL UNION NO. 120

President /Principal Officer

James Heeren, Business Agent

APPENDIX A – GRADE SCALE

Teamsters Local 120/City of Madison Contract

OFFICIAL POSITION GRADE ASSIGNMENT

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

<u>Utilities</u>	<u>Grade</u>
Lead Distribution & Collection Operator	16
Lead Water & Wastewater Operator	16
Distribution & Collection Operator II	15
Water & Wastewater Operator II	15
Distribution & Collection Operator I	14
Water & Wastewater Operator I	14
Distribution and Collection Operator	13
Water & Wastewater Operator	13

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

APPENDIX B – INSURANCE

Effective Plan Dates are 1/1/2024 – 12/31/2024

INSURANCE PLANS	Monthly Premium	Per Month		Per Payroll	
		City Benefit	Employee Deduction	City Benefit	Employee Deduction
Single	\$785.01	\$785.01	\$0.00	\$392.51	\$0.00
Employee + One	\$1,417.73	\$1,210.78	\$206.95	\$605.39	\$103.48
Employee + Children	\$1,598.89	\$1,350.02	\$248.87	\$675.01	\$124.44
Family	\$1,820.35	\$1,404.33	\$416.02	\$702.17	\$208.01

Plans shown are for 2024. Both parties agree for 2025 that the ‘City Benefit’ amounts will be increased in every plan by the amount required to keep the individual plan fully employer funded. The ‘Employee Deduction’ amounts will be increased by the remaining costs.

DENTAL PLANS	Monthly Premium	Per Month	
		City Benefit	Employee Deduction
Single	\$52.42	\$37.95	\$14.47
Employee + Spouse	\$102.41	\$70.455	\$31.955
Employee + Children	\$102.84	\$70.76	\$32.08
Family	\$150.06	\$92.51	\$57.55

Plans shown are for 2024. Both parties agree for 2025 that the ‘City Benefit’ and ‘Employee Deduction’ amounts to be increased the same amounts with both sides taking 50% of actual cost increases.

AGREEMENT

BETWEEN

CITY OF MADISON

And

MADISON CENTRAL SCHOOL DISTRICT 39-2

FOR THE

SCHOOL RESOURCE OFFICER PROGRAM

IN THE

MADISON CENTRAL SCHOOL DISTRICT 39-2

AGREEMENTO

WHEREAS, the South Dakota Codified Laws, Chapter 1-24 as amended (the Joint Powers Act) provides that public agencies, by agreement entered into through actions of their governing body, may jointly or cooperatively exercise powers which the public agencies are authorized to exercise, and

WHEREAS, public agencies may enter into an Agreement with one or more public agencies in joint or cooperative action pursuant to the Joint Powers Act, including the creation of a separate entity to carry out the purpose of the Agreement.

WHEREAS, The City and School District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SRO in the School District. Therefore, the City and School District agree as follows:

WHEREAS, the Madison Police Department has general jurisdiction with the City of Madison, including the Madison Central School District campuses and adjoining streets and highways; and

This Agreement is made by and between the City of Madison, South Dakota and Madison Central School District 39-2 as follows:

1. The City of Madison (hereinafter the "City"), agrees to provide and manage a School Resource Officer (hereinafter the "SRO") Program for Madison Central School District 39-2, (hereinafter the "School District"). This program shall consist of one (1) full-time School Resource Officer, his/her vehicle, and supplies and equipment. The School district will pay Sixty Percent (60.00%) of the SRO program in 2024, 2025, 2026, 2027 and 2028.
2. The Madison Police Department shall provide one (1) certified law enforcement officer to be assigned specifically to the Madison Central School District to engage in general law enforcement activities. The Police Department agrees that said officer, in case of serious civil disturbance or emergency, may be dispatched or required to report to some other area and said reporting shall only last as long as necessary.
3. In the event of an absence of the assigned Officer the Madison Police Department will assign another officer to the School District as staffing allows. The School District will track days of service of time on campus. If there are more than 10 days missed an adjust will be afforded to the School District.

4. All police officers assigned pursuant to the contract shall be sworn officer with the Madison Police Department, be certified to meet the minimum standards of training for a law enforcement officer as provided by the statute of the South Dakota Commission of Law Enforcement Officers Standards and Training and shall be subject to other training as deemed appropriate by the Chief of Police. At all times said police officer shall be subject to and obey the standards and procedures as set forth by the City of Madison and the Madison Police Department.
5. This agreement shall be for a period of five (5) years. Any party may terminate this agreement at the expiration of six months' notice given to the other parties. Each party shall give 180 days' notice to Terminate this Agreement for any reason and this Agreement shall remain in full force and effect during the time period after a party gives notice to terminate. This Agreement will not automatically renew.
6. Notices under this agreement shall be sent to the following parties:

For Madison Central School District:
Superintendent Joel Jorgenson
800 NE 9th St
Madison, SD 57042

For the City of Madison:
Chief Justin Meyer
116 W Center St
Madison, SD 57042

7. The Police Department shall provide one (1) officer who shall work approximately forty (40) hours per week, focusing upon the hours of 7:45 a.m. to 3:45 p.m. but times and days may vary as required.
8. It is understood that no coverage will be provided, other than citywide police coverage on the holidays that are observed by the School District. It is also understood that no coverage will be provided other than citywide police coverage, from after the conclusion of spring classes to one week prior to the start of fall classes, unless otherwise requested by the School District.
9. Compensation shall be paid by the School District to the City in two annual payments, due on July 26th and December 26th of each year. The first payment under the current agreement shall be due on December 26th 2024.
10. The City shall purchase and/or maintain in full force and effect during the term of this Agreement a general comprehensive liability insurance policy with coverage in the amount of not less than one million dollars (\$1,000,000) for any acts or omissions that occur or claims that arise during the term of this Agreement. The City agrees to hold the School District, its agents and employees free, harmless

and indemnified from and against any and all claims, suits or causes of action arising from or in any way out of the performance of the duties of the SRO or from the SRO Program.

11. The School District agrees to provide all information to the Police Department requests that is needed, that is not specifically prohibited by FERPA (20 U.S.C. 1232 et. seq.) in the course of the Police Department's regular job duties. The parties agree that the Madison Central School District may supply demographic and contact information to the City as such information is not covered by FERPA.


In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers:

IN THE PRESENCE OF THE CITY OF MADISON BOARD OF COMMISSIONERS

Roy Lindsay, Jr., Mayor
City of Madison

Date

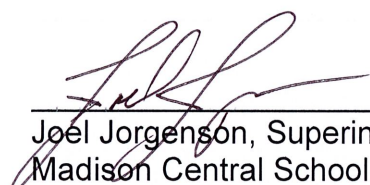
IN THE PRESENCE OF THE MADISON CENTRAL SCHOOL DISTRICT 39-2 BOARD OF EDUCATION



Lori Schultz *Steve Nelson*
Madison Central School District 39-2

9-9-24

Date



Joel Jorgenson, Superintendent
Madison Central School District 39-2

9-9-24

Date