



**BOARD OF COMMISSIONERS AGENDA
MONDAY, DECEMBER 2, 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/84044534030> | Meeting ID: 840 4453 4030
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 – November 18, 2024
- 2) Bills for Approval – December 4, 2024
- 3) Bills for Ratification – November 27, 2024
- 4) Payroll Bills for Ratification – November 22, 2024

UNFINISHED BUSINESS

NEW BUSINESS

- 5) Public Hearing upon application for Retail Malt Beverage License Application - Dollar General Store #30327 (New Store)
- 6) Approve 2024-2025 Retail Malt Beverage License Application - Dollar General Store #30327
- 7) Public Hearing upon application for Retail Wine and Cider License Application - Dollar General Store #30327 (New Store)
- 8) Approve 2025 Retail Wine and Cider License Application - Dollar General Store #30327 (New Store)
- 9) First Reading of Ordinance No. 1675 - Amending Regulations Pertaining to Peddlers and Hawkers
- 10) First Reading of Ordinance No. 1676 - Amending Midcontinent Communications Cable Communications Franchise Ordinance No. 1592
- 11) First Reading of Ordinance No. 1677 - Amending Clarity Telecom Cable Communications Franchise Ordinance No. 1591
- 12) Resolution No. 2024-40 - Setting Monthly Rates and Charges for Electric Service
- 13) Resolution No. 2024-41 - Setting Monthly Fees for Residential Garbage and Trash Service
- 14) Approve Sign Lease with Stein Sign Display
- 15) December City Updates

PUBLIC COMMENT

ANNOUNCEMENTS

- 16) City Hall at 503 S Highland Avenue open to public on December 11, 2024
- 17) Next Regular Commission Meeting – Monday, December 16, 2024 at 503 S Highland Avenue

ADJOURN

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

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

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

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

November 18, 2024
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30 PM on the 18th day of November with the following members present upon roll call: Commissioners Sarah Cronin, Jerae Wire, Adam Shaw, and Mayor Lindsay. Commissioner Kelly Dybdahl was absent.

The Pledge of Allegiance was recited.

Motion by Commissioner Shaw, seconded by Commissioner Wire to adopt the November 18, 2024 agenda. Motion carried unanimously.

Motion by Commissioner Cronin, seconded by Commissioner Shaw to approve the following items on the consent calendar: Minutes – November 4, 2024; Bills for Approval – November 20, 2024; Bills for Ratification – November 13, 2024; Payroll Bills for Ratification – November 8, 2024; Approve 2025 Alcoholic Beverage License Application Renewals – Liquor/Wine; Acknowledge Sidewalk Committee Minutes – 2025 Sidewalk Project – October 30, 2024; Adopt Resolution No. 2024-38 – Approve a Plat – Lots 100A of Schneed’s Subdivision, in the Southwest Corner (SW ¼) of Section 17, Township 106 North, Range 52 West of the 5th Principal Meridian, Lake County, South Dakota; Declare Surplus Property and Appoint Appraisers – Wood Poles; Declare Surplus Property and Appoint Appraisers – Scrap Wire/Scrap Miscellaneous; Set Bid Date – 2025 Chemical Bid – December 11, 2024; Set Bid Date – Bid No. 966 – Padmount Switchgear, Primary Cable, Conduit and Secondary Cable.

Bills for Approval – November 20, 2024

ACE HARDWARE Mineral Spirits \$63.53; AQUA PURE INC Hydrochloric Acid and Cleaning of Filters \$23,596.45; CITY OF BROOKINGS October Gate Fees \$5,009.16; CORE & MAIN GP LLC Inserts & Gaskets \$483.44; DGR ENGINEERING Green Substation Improvements \$10,798.00; EAST RIVER ELECTRIC POWER COOP Monthly Transmission Services \$24,422.64; F & M COOP OIL CO Oil Drum Pump \$816.47; FIRST BANK & TRUST - HEARTLAND ENERGY Heartland Energy \$346,409.91; FOX PROMO LLC Embroidery \$168.00; JOURNEY GROUP COMPANIES City Admin Bldg \$439,893.84; KRUG PRODUCTS INC Parts \$40.08; LAKE AREA IMPROVEMENT CORP Lakeview Industrial Park - 80% of Pymt 1 & 2 \$626,092.20; LAKE COUNTY REGISTER OF DEEDS Oct Copies/Deed Warranty/Plat \$44.00; NORTHWESTERN ENERGY Utilities \$87.51; O REILLY AUTOMOTIVE INC Oil Filter \$45.71; REMOTE SYSTEMS INTEGRATION RSINet Data Service Qtr 3 \$180.00; ROCKMOUNT RESEARCH AND ALLOYS INC Wear Strips, Welding Wire \$2,085.53; RUNNINGS SUPPLY INC Jacket \$192.71; SD DEPT OF MOTOR VEHICLES License Plate/Title Fee - 2024 Ford Explorer \$26.70; STUART IRBY TOOL CO Conductor Transformer Conne \$3,288.75; STURDEVANTS MADISON INC Oil \$213.79; SWEENEY CONTROLS CO WTP PLC & Computer Replacement Project \$76,500.00; TIMMER SUPPLY CO Vactor Parts \$11.46; TRUIST GOVERNMENTAL FINANCE Sales Tax Revenue Bond Series 2022 \$299,153.69; US DEPT OF ENERGY Monthly WAPA Bill \$108,186.24; UTILITY SERVICE CO, INC. Water Tower Maint. Plan \$47,579.00; WICK COMMUNICATIONS CO/155-C Fire Prevention Advertisement \$50.00; WINROW/KAYLEE Mileage, Groceries and Craft Supplies \$272.38.

Bills for Ratification – November 13, 2024

AAA COLLECTIONS INC Collection Services \$3,361.03; ACE HARDWARE Hardware \$140.36; ALPHA MEDIA USA LLC Community Center Advertising \$388.00; AMAZON CAPITAL SERVICES INC Office Supplies, Craft Supplies, Books \$1,298.37; APPEARA Mat Rentals \$369.79; AUTOMATIC BUILDING CONTROLS Annual Monitor Contract - Library \$420.00; AVERA MEDICAL GROUP Drug Testing/Collection Fees \$605.00; BAKER & TAYLOR Books \$35.20; BARTELS CLEANING SERVICE Professional Services \$500.00; BAUMAN/SAMANTHA CPR Class Training \$100.00; BORNS GROUP INC Printing & Postage \$1,056.00; CIVIC PLUS LLC MuniCode Electronic Update - Supplement \$916.00; CLASSIC CONVENIENCE INC Fuel \$588.91; COLES PETROLEUM PRODUCTS INC Oil \$2,905.85; COLUMN SOFTWARE PBC Publications \$1,067.99; CORE & MAIN GP LLC Gaskets \$450.79; DAHL/KESTER Part Time Animal Control \$400.00; DAKOTA STATE UNIVERSITY ReZone Sign \$208.57; DAVES WINDOW CLEANING INC Window Cleaning \$260.00; DEMCO INC Book Covers \$418.45; DOLLAR GENERAL CORP Plates, Tissues, Clorox Wipes \$29.80; ENGELSTAD ELECTRIC CO Trojan Village \$71,701.33; ENVIRONMENTAL PRODUCTS & ACCESS

Service Kit \$255.41; F & M COOP OIL CO Fuel \$602.90; FARMERS AG CENTER LLC Finance Charge \$9.04; FASTENAL CO Shop Supplies \$335.86; FIRST MADISON INSURANCE Notary Bond - Kristin Olson \$80.00; FLEET PRIDE Shop Towels \$155.22; FOX PROMO LLC Zombie Run Extra Shirt \$28.40; FRANKEN/KENNEN Circuit 30 Classes \$42.00; HEIMAN INC Extinguisher Inspection \$45.00; INFOTECH SOLUTIONS LLC Computer & Software Subscription Fees \$6,168.44; INGRAM CO Books \$1,182.91; JENCKS & JENCKS PC RUS Appeal Legal Fees \$5,122.50; JOHNSON FEED INC Road Salt \$3,143.60; KRUG PRODUCTS INC Parts \$830.13; LAKE COUNTY INTERNATIONAL INC Filters \$315.66; LAKE HERMAN STATE PARK Zombie Run Entrance Fees \$46.00; LAKE VETERINARY CLINIC Euthanasia - Canine \$225.50; LEWIS & CLARK REGIONAL WATER SYSTEM Purchased Water \$16,477.00; MADISON GROCERY STORE INC Groceries - Employee Smoke Off \$93.18; MCLEOD PRINTING & OFF SUPP Warning Tickets \$182.54; MICROMARKETING LLC DVDs \$348.18; MIDCONTINENT COMMUNICATIONS Internet \$475.70; MIDWEST ALARM CO North Gate Access Control \$6,476.14; MIDWEST BOILER Boiler Repair \$4,795.93; MIDWEST PETROLEUM EQUIPMENT LLC Work Order 6815 All Pumps Down \$4,415.44; MP NEXLEVEL LLC OF MN 2024 Electric Conversion \$55,732.22; MPOWER TECHNOLOGIES INC Electrical Map Work \$462.00; MUSTANG SEEDS INC Lawn Mix \$420.00; NORTHWESTERN ENERGY Utilities \$103.03; OFFICE PEEPS INC Paper \$69.15; OPEN ACCESS TECHNOLOGY INT'L AMI Dues and Subscriptions \$6,617.75; OVERDRIVE Ebooks/Audiobooks \$1,045.68; PENGUIN RANDOM HOUSE LLC Books \$38.13; PITNEY BOWES INC RESERVE ACCOUNT Postage \$2,000.00; PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rental \$153.00; RASMUSSEN/AUTUMN Classes at Community Center \$98.00; RIGGIN/MORRIS A Fuel Stipend - 3rd Qtr. \$7,834.37; RUNNINGS SUPPLY INC Coats \$1,609.98; SAME DAY EXPRESS Delivery to Sioux Falls Public Health Lab \$40.00; SANITATION PRODUCTS INC Switch, Push Bar \$653.00; SD MUNICIPAL LEAGUE SDML Conference \$78.00; SD ONE CALL One Call Services \$132.30; SD WATER AND WASTEWATER ASSOC Dues - K. Dahl \$80.00; SDN COMMUNICATIONS Internet \$516.79; SEBCO BOOKS INC Books \$2,469.06; SIOUX VALLEY ENERGY Utilities \$77.00; SONNEL TECHNOLOGIES LLC Eagle 3 Radar System \$2,545.00; STREICHERS INC Trousers, Shirts, Jackets, Pants \$364.97; STURDEVANTS MADISON INC Battery \$930.34; SWEETMAN CONSTRUCTION CO DBA KNIFE RIVER G-2 Asphalt \$7,210.50; TIMMER SUPPLY CO Faucet \$674.40; TYLER TECHNOLOGIES INC Project Management - HR \$250.00; USA BLUE BOOK Chemicals \$1,077.79; VALIANT LIVING INC Contracted Expenses \$8,853.67; VERIZON BUSINESS ASP Cell Phone \$111.45; VESSCO INC Sensor Unit \$499.72; WHEALY/MARK Spin Classes \$56.00.

Payroll Bills for Ratification – November 8, 2024

AFLAC \$5,029.05; Delta Dental \$7,198.90; Health Pool of South Dakota \$47,860.12; IRS-EFTPS \$67,795.35; Local Union #426, IBEW \$595.00; Office-Child Support Enforce \$835.38; Optilegra \$719.16; SD Retirement System \$34,755.84; SD Retirement System \$9,334.79; Teamsters Local No. 120 \$957.00.

Motion by Commissioner Wire, seconded by Commissioner Shaw to Approve Second Reading of Ordinance No. 1674 – Amend Appendix B – Zoning Section 17.02. Motion carried unanimously. No notable changes were made from the First Reading.

Motion by Commissioner Shaw, seconded by Commissioner Cronin to Remove Park Equipment at East Center Park. Motion carried unanimously. The Parks and Recreation Board recommended removing the equipment. It is possible to repurpose the area, and ideas will be considered.

Motion by Commissioner Cronin, seconded by Commissioner Wire to Approve Resolution No. 2024-36 – Designation of Directors for Dakota Mainstem Board of Directors. Motion carried unanimously. This resolution will appoint Ryan Hegg as the Director, with Rick Nighbert remaining as the alternate. Nathan Zimmerman previously filled this role.

Motion by Commissioner Shaw, seconded by Commissioner Wire to Approve Resolution No. 2024-27 – Employee Compensation for 2025. Motion carried unanimously. This resolution notes the Cost-of-Living adjustment to go into effect for 2025 at an increase of 2.5%. Employees are also eligible for an additional 1.5% performance-based Step increase. Other notable changes made were increasing the Grade for the Engineering & Community Development Director from 22 to 24, and changing the Communications Director to a salaried position and increasing the Grade from 16 to 17.

Motion by Commissioner Wire, seconded by Commissioner Cronin to Approve Resolution No. 2024-39 – Approving Legal Services Agreement 2021 Wastewater Bond. Motion carried unanimously. This resolution retains Meierhenry Sargent as bond counsel for the Wastewater Project Revenue Bond tied to many of our current infrastructure projects.

Motion by Commissioner Shaw, seconded by Commissioner Cronin to direct staff to prepare a rate resolution, based on Option 1, for approval in December. Motion carried unanimously. Blair Metzger, DGR Engineering, was available on Zoom and presented the preliminary findings of the Electric Rate Study. The finalized version won't be available until DGR has numbers from the City's 2023 Financial Audit. Option 1 presents a rate increase over the next five years of 9%, 8%, 5%, 3%, and 3% respectively. This would only increase the electric rate and not affect water, sewer, or garbage rates. The last electric rate increase was in 2020 at 1%.

Motion by Commissioner Wire, seconded by Commissioner Shaw to Award Bid – Madison Water System Improvements Segment 5B to Winter Contracting, Inc. Motion carried unanimously. This is one of the last currently secured SRF projects, and it will be for water system improvements along Highland Avenue. Winter Contracting, Inc. was awarded the project with their bid of \$1,696,961.00, which came in under the Engineering estimate.

Motion by Commissioner Cronin, seconded by Commissioner Wire to Award Bid No. 965 – Recycling Center Operational Services – to Eric Christensen of Madison. Motion carried unanimously. Commissioner Shaw abstained from voting. This was the second time this bid was open, as the Commission rejected the first bid. This contract will be valid for two years.

Motion by Commissioner Wire, seconded by Commissioner Cronin to Authorize Mayor to sign Change Order No. 4 – Madison Water System Improvements Segment 2 – Asphalt Surfacing Company. Motion carried unanimously. This change order is a decrease of \$88,750.88 after a final adjustment of quantities.

Motion by Commissioner Shaw, seconded by Commissioner Wire to Authorize Mayor to sign Change Order No. 4 – Madison Water System Improvements Segment 3 – Prunty Construction Co, Inc. Motion carried unanimously. This change order also reflects a decrease after a final adjustment of quantities of \$10,577.25.

Motion by Commissioner Cronin, seconded by Commissioner Wire to Authorize Mayor to sign Change Order No. 2 – Madison Water System Improvements Segment 5A – Asphalt Surfacing Company. Motion carried unanimously. This change order reflects an increase of \$15,601.37 for upsizing to a 54" RCP and installing a Storm Sewer Junction Box and Type B Inlet and will also add 4 working days to the Milestone Completion Date.

Motion by Commissioner Wire, seconded by Commissioner Cronin to Authorize Mayor to sign Change Order No. 2 – Park Creek Walls Site 1 – Kesteloot Excavation & Dirt Work Services. Motion carried unanimously. This change order is for a decrease of \$18,836.25 for final adjustment of quantities.

Motion by Commissioner Shaw, seconded by Commissioner Cronin to grant an extension to the Contract Dates for Madison Water System Improvements Segment 3 for Prunty Construction. Motion carried unanimously. This project was completed 16 working days past the original deadline of October 2, 2024. Staff recommended adjusting the final completion date to October 25, 2024 and not assess Liquidated Damages.

Motion by Commissioner Shaw, seconded by Commissioner Wire to grant an extension to the Contract Dates for NW 9th Street/Union Avenue Reconstruction for Winter Contracting Inc. Motion carried unanimously. The project on NW 9th Street was completed 12 working days past the deadline and 52 working days past the deadline on Union Avenue. Staff recommended adjusting the final completion date to July 26, 2024, and not assess Liquidated Damages, as many of the delays on the project were outside of the contractor's control.

Motion by Commissioner Cronin, seconded by Commissioner Shaw to Approve Application for Property Tax Abatement 2024-09. Motion carried unanimously. This is for 2023 Property Taxes that the City paid on the First Bank & Trust Sportsplex. The LAIC owned the property in 2023 but is tax-exempt. The City/LAIC are submitting this application for tax abatement and will now go to the County for approval.

City Administrator Jameson Berreth presented the monthly Finance updates.

Public Comment was heard asking the Commission to consider removing, or lowering, the Surcharge on Electricity and Water for those receiving City Utilities but residing outside the City Limits.

Mayor Lindsay announced the following:

- Next Regular Commission Meeting – Monday, December 2, 2024 at 5:30 PM
- Board Openings: Two 3-year terms on the Community Center Advisory Committee starting in January 2025, as well as an opening on the Madison Housing & Redevelopment Commission

Motion by Commissioner Shaw, seconded by Commissioner Wire to adjourn at 6:48 PM.

/s/Amy Sad
Finance Officer

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

DOLGEN MIDWEST, LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

B. Business Name and Address

DOLLAR GENERAL STORE # 30327
1920 NW 2nd St
Madison, SD 57042

Owner's Telephone #: 615-855-4000

Business Telephone #: TBD

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes No

County: Lake

Do you own or lease this property? Own Lease

Are real property taxes paid to date? Yes No

D. Legal description of licensed premise:

PLEASE SEE ATTACHED

Is this license in active use? Yes No

Have you ever been convicted of a felony? Yes No

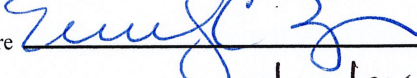
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

E. State Sales Tax Number 1028-2677-STC

Yes No **If Yes, please list on the back page.**

F. New license Transfer? (\$150) Re-issuance

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 11/4/24 Print Name Emily Taylor Signature 

H. APPROVAL OF LOCAL GOVERNING BODY – Notice of hearing was published on 11/22/24. Public hearing on the application was held 12/2/24, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held
Amount of fee collected with application \$ 300.00
Amount of fee retained \$ 150.00
Forwarded with application \$ 150.00

CK# 8071690 11/15/24

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From: _____
Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ **REVIEW** _____

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP LLC DOLGEN MIDWEST, LLC 100 MISSION RIDGE

Address of office and principal place of business of corporation/partnership/LP/LLC GOODLETTSVILLE, TN 37072

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
PLEASE SEE ATTACHE			

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
PLEASE SEE ATTACHED	

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

DOLGEN MIDWEST, LLC 100 MISSION RIDGE GOODLETTSIVLLE, TN 37072

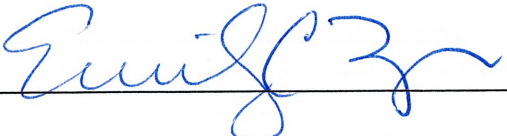
With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date



11/4/24

Exhibit A-1

Madison, SD #30327

LEGAL DESCRIPTION

LOT 1 OF SCHLADWEILER ADDITION IN THE SW ¼ OF SECTION 1, TOWNSHIP 106 NORTH, RANGE 53 WEST OF THE 5TH P.M., CITY OF MADISON AS SHOWN BY THE PLAT RECORDED IN BOOK 20 OF PLATS ON PAGE 143 IN THE OFFICE OF REGISTER OF DEEDS, LAKE COUNTY, SOUTH DAKOTA.

APPROVED
By TB at 9:05 am, Jul 30, 2024

**ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER OF
DOLGEN MIDWEST, LLC**

MARCH 11, 2024

The undersigned, Dolgencorp of Texas, Inc., a Kentucky corporation, and the parent and sole member (hereinafter referred to as "Sole Member") of Dolgen Midwest, LLC (the "Company"), a Tennessee limited liability company, acting by written consent in lieu of a formal meeting, pursuant to the Tennessee Revised Limited Liability Company Act, hereby consents to, approves and ratifies the following actions permitted to be taken on behalf of the Company:

WHEREAS, pursuant to the Operating Agreement, the Sole Member shall manage the affairs of the Company; and

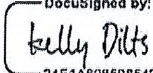
WHEREAS, the Sole Member believes that it is in the best interest of the Company to appoint certain officers of the Company to delegate the management of particular aspects of the Company's day-to-day operations for the 2024 fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that each of the following named persons hereby is elected or re-elected, as applicable, to the office(s) listed below to serve for the 2024 fiscal year or until his or her earlier resignation or removal:

Steven R. Deckard	Chief Executive Officer
Emily C. Taylor	Chief Financial Officer and Secretary

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Sole Member of Company as of the day and year first above written.

DOLGENCORP OF TEXAS, INC.
Sole Member

DocuSigned by:

24E1A80B508542A

Kelly M. Dilts, Chief Financial Officer

SD - BW Licensed Stores as of 10/16/2024					
Store #	Address	City	County	State	Zip Code
10228	302 E 5TH ST	CANTON	LINCOLN	SD	57013-1736
10599	806 W CEDAR ST	BERESFORD	LINCOLN	SD	57004
10699	1609 E RICE ST	SIOUX FALLS	MINNEHAHA	SD	57103-0431
10796	305 N US HIGHWAY 81	FREEMAN	HUTCHINSON	SD	57029-8900
10862	7214 W 41ST ST	SIOUX FALLS	MINNEHAHA	SD	57106-6038
10928	817 W PIPESTONE AVE	FLANDREAU	MOODY	SD	57028-1536
10937	615 S WASHINGTON AVE	MADISON	LAKE	SD	57042-3408
10943	302 E HIGHWAY 38	HARTFORD	MINNEHAHA	SD	57033-0698
10973	704 W PLUM ST	PARKSTON	HUTCHINSON	SD	57366
10978	1145 E 5TH ST	WINNER	TRIPP	SD	57580-2150
11018	316 S KIWANIS AVE	SIOUX FALLS	MINNEHAHA	SD	57104-2524
14991	6705 W. 12TH STREET	SIOUX FALLS	MINNEHAHA	SD	57106-0152
15078	430 N ELLSWORTH RD	BOX ELDER	PENNINGTON	SD	57719-2013
15207	4887 LONGVIEW RD	RAPID CITY	PENNINGTON	SD	57703-6764
15279	410 7TH EAST AVENUE	REDFIELD	SPINK	SD	57469-1342
15413	124 E HOLLY BLVD.	BRANDON	MINNEHAHA	SD	57005-1114
15447	1201 E. MAIN STREET	ELK POINT	UNION	SD	57025
15455	204 EAST HWY 14	VOLGA	BROOKINGS	SD	57071-2001
15462	207 EAST HWY 18	GREGORY	GREGORY	SD	57533-2212
15567	514 E. HWY 12	WEBSTER	DAY	SD	57274-1136
16067	36767 SD HWY 44	PLATTE	CHARLES MIX	SD	57369-6368
16254	1207 THIRD AVENUE SOUTH	CLEAR LAKE	DEUEL	SD	57226-4103
16295	1000 N BROADWAY AVENUE	MILLER	HAND	SD	57362-1150
16506	920 MAIN AVE.	BRITTON	MARSHALL	SD	57430
16507	131 N. NEBRASKA STREET	SALEM	MCCOOK	SD	57058-8946
16508	1017 S. MAIN STREET	LENNOX	LINCOLN	SD	57039
16841	681 MAIN ST	HILL CITY	PENNINGTON	SD	57745-2002
17101	239 S. PARK AVENUE	LAKE ANDES	CHARLES MIX	SD	57356-2077
17151	950 5TH AVENUE	IPSWICH	EDMUNDS	SD	57451-2066
17565	224 E HWY 12	GROTON	BROWN	SD	57445
17606	1504 W GRAND XING	MOBRIDGE	WALWORTH	SD	57601-1421
17701	301 US HIGHWAY 14 E	DE SMET	KINGSBURY	SD	57231
17770	410 W GARFIELD AVE	GETTYSBURG	POTTER	SD	57442-1029
17888	25378 485TH AVE	GARRETSON	MINNEHAHA	SD	57030
18181	2101 UNIVERSITY AVE	HOT SPRINGS	FALL RIVER	SD	57747-1902
18202	23300 435TH AVE	HOWARD	MINER	SD	57349
18267	1137 E SAINT PATRICK ST	RAPID CITY	PENNINGTON	SD	57701
18299	12000 STURGIS RD	SUMMERSET	MEADE	SD	57718
18364	905 MOUNT RUSHMORE RD	CUSTER	CUSTER	SD	57730-1727
18409	1940 LAZELLE ST	STURGIS	MEADE	SD	57785
18467	504 DAKOTA AVE S	WESSINGTON SPRINGS	JERAULD	SD	57382-2161
18507	203 J AVE	EUREKA	MCPHERSON	SD	57437
18515	200 S MAIN AVE	COLTON	MINNEHAHA	SD	57018-2274
18575	706 SPAANS ST	PLANKINTON	AURORA	SD	57368
18857	19591 US HIGHWAY 81	ARLINGTON	HAMLIN	SD	57212-5634
18868	909 SD HIGHWAY 10	SISSETON	ROBERTS	SD	57262-2510
19479	868 HIGHWAY 73	KADOKA	JACKSON	SD	57543
19489	101 W SD HIGHWAY 46	WAGNER	CHARLES MIX	SD	57380
19788	170 N HWY 281	CORSICA	DOUGLAS	SD	57328
19973	940 N HERITAGE PKWY	TEA	LINCOLN	SD	57064
20746	11116 US HIGHWAY 18	EDGEMONT	FALL RIVER	SD	57735
20846	3402 HAINES AVE	RAPID CITY	PENNINGTON	SD	57701-9643
21007	1107 N MAIN ST	WAUBAY	DAY	SD	57273-2154
21701	9016 HIGHWAY 12 & 83	SELBY	WALWORTH	SD	57472
21909	102 10TH ST E	LEMMON	PERKINS	SD	57638-1950
22001	301 W 4TH ST	DELL RAPIDS	MINNEHAHA	SD	57022-1813
22234	105 S CLIFF AVE	HARRISBURG	LINCOLN	SD	57032
22416	100 N MAIN ST	CHAMBERLAIN	BRULE	SD	57325-1325
22565	35357 US HIGHWAY 212	FAULKTON	FAULK	SD	57438-6715
22751	2701 E 17TH ST	SIOUX FALLS	MINNEHAHA	SD	57103
22925	6613 BLACK HAWK RD	BLACK HAWK	MEADE	SD	57718-6611
23087	317 ENTERPRISE AVE	COLMAN	MOODY	SD	57017
23665	1100 RIVER DR	NORTH SIOUX CITY	UNION	SD	57049
23748	121 DAKOTA AVENUE S.	HURON	BEADLE	SD	57350-1902
23871	416 US HWY 14 W	HIGHMORE	HYDE	SD	57345
24122	487 E 1ST ST	FAITH	MEADE	SD	57626-6094
24338	14307 SUMMIT RD	SUMMIT	ROBERTS	SD	57266
24649	1 N 5TH AVE	BELLE FOURCHE	BUTTE	SD	57717-1172
25615	1013 10TH AVENUE NW	WATERTOWN	CODINGTON	SD	57201
30117	600 FIFTH AVENUE NW	ABERDEEN	BROWN	SD	57401

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

DOLGEN MIDWEST, LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

B. Business Name and Address

DOLLAR GENERAL STORE # 30327
1920 NW 2nd St
Madison, SD 57042

Owner's Telephone #: 615-855-4000

Business Telephone #: TBD

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes No

County: Lake

Do you own or lease this property? Own Lease

Are real property taxes paid to date? Yes No

D. Legal description of licensed premise:

PLEASE SEE ATTACHED

Is this license in active use? Yes No

Have you ever been convicted of a felony? Yes No


Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

E. State Sales Tax Number 1028-2677-STC

Yes No **If Yes, please list on the back page.**

F. New license Transfer? (\$150) Re-issuance

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 11/4/24 Print Name Emily Taylor Signature 

H. APPROVAL OF LOCAL GOVERNING BODY – Notice of hearing was published on 11/22/24. Public hearing on the application was held 12/2/24, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held CK# 8071691 11/15/24
Amount of fee collected with application \$ 500.00
Amount of fee retained \$ 500.00
Forwarded with application \$ 0

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP LLC DOLGEN MIDWEST, LLC 100 MISSION RIDGE

Address of office and principal place of business of corporation/partnership/LP/LLC GOODLETTSVILLE, TN 37072

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
PLEASE SEE ATTACHE			

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
PLEASE SEE ATTACHED	

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

DOLGEN MIDWEST, LLC 100 MISSION RIDGE GOODLETTSVILLE, TN 37072

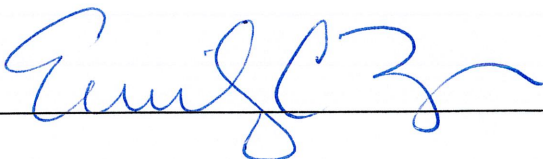
With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date



11/4/24

Exhibit A-1

Madison, SD #30327

LEGAL DESCRIPTION

LOT 1 OF SCHLADWEILER ADDITION IN THE SW ¼ OF SECTION 1, TOWNSHIP 106 NORTH, RANGE 53 WEST OF THE 5TH P.M., CITY OF MADISON AS SHOWN BY THE PLAT RECORDED IN BOOK 20 OF PLATS ON PAGE 143 IN THE OFFICE OF REGISTER OF DEEDS, LAKE COUNTY, SOUTH DAKOTA.

APPROVED
By TB at 9:05 am, Jul 30, 2024

**ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER OF
DOLGEN MIDWEST, LLC**

MARCH 11, 2024

The undersigned, Dolgencorp of Texas, Inc., a Kentucky corporation, and the parent and sole member (hereinafter referred to as "Sole Member") of Dolgen Midwest, LLC (the "Company"), a Tennessee limited liability company, acting by written consent in lieu of a formal meeting, pursuant to the Tennessee Revised Limited Liability Company Act, hereby consents to, approves and ratifies the following actions permitted to be taken on behalf of the Company:

WHEREAS, pursuant to the Operating Agreement, the Sole Member shall manage the affairs of the Company; and

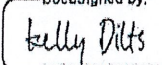
WHEREAS, the Sole Member believes that it is in the best interest of the Company to appoint certain officers of the Company to delegate the management of particular aspects of the Company's day-to-day operations for the 2024 fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that each of the following named persons hereby is elected or re-elected, as applicable, to the office(s) listed below to serve for the 2024 fiscal year or until his or her earlier resignation or removal:

Steven R. Deckard	Chief Executive Officer
Emily C. Taylor	Chief Financial Officer and Secretary

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Sole Member of Company as of the day and year first above written.

DOLGENCORP OF TEXAS, INC.
Sole Member

DocuSigned by:

24E1A00B500542A

Kelly M. Dilts, Chief Financial Officer

SD - BW Licensed Stores as of 10/16/2024					
Store #	Address	City	County	State	Zip Code
10228	302 E 5TH ST	CANTON	LINCOLN	SD	57013-1736
10599	806 W CEDAR ST	BERESFORD	LINCOLN	SD	57004
10699	1609 E RICE ST	SIOUX FALLS	MINNEHAHA	SD	57103-0431
10796	305 N US HIGHWAY 81	FREEMAN	HUTCHINSON	SD	57029-8900
10862	7214 W 41ST ST	SIOUX FALLS	MINNEHAHA	SD	57106-6038
10928	817 W PIPESTONE AVE	FLANDREAU	MOODY	SD	57028-1536
10937	615 S WASHINGTON AVE	MADISON	LAKE	SD	57042-3408
10943	302 E HIGHWAY 38	HARTFORD	MINNEHAHA	SD	57033-0698
10973	704 W PLUM ST	PARKSTON	HUTCHINSON	SD	57366
10978	1145 E 5TH ST	WINNER	TRIPP	SD	57580-2150
11018	316 S KIWANIS AVE	SIOUX FALLS	MINNEHAHA	SD	57104-2524
14991	6705 W. 12TH STREET	SIOUX FALLS	MINNEHAHA	SD	57106-0152
15078	430 N ELLSWORTH RD	BOX ELDER	PENNINGTON	SD	57719-2013
15207	4887 LONGVIEW RD	RAPID CITY	PENNINGTON	SD	57703-6764
15279	410 7TH EAST AVENUE	REDFIELD	SPINK	SD	57469-1342
15413	124 E HOLLY BLVD.	BRANDON	MINNEHAHA	SD	57005-1114
15447	1201 E. MAIN STREET	ELK POINT	UNION	SD	57025
15455	204 EAST HWY 14	VOLGA	BROOKINGS	SD	57071-2001
15462	207 EAST HWY 18	GREGORY	GREGORY	SD	57533-2212
15567	514 E. HWY 12	WEBSTER	DAY	SD	57274-1136
16067	36767 SD HWY 44	PLATTE	CHARLES MIX	SD	57369-6368
16254	1207 THIRD AVENUE SOUTH	CLEAR LAKE	DEUEL	SD	57226-4103
16295	1000 N BROADWAY AVENUE	MILLER	HAND	SD	57362-1150
16506	920 MAIN AVE.	BRITTON	MARSHALL	SD	57430
16507	131 N. NEBRASKA STREET	SALEM	MCCOOK	SD	57058-8946
16508	1017 S. MAIN STREET	LENNOX	LINCOLN	SD	57039
16841	681 MAIN ST	HILL CITY	PENNINGTON	SD	57745-2002
17101	239 S. PARK AVENUE	LAKE ANDES	CHARLES MIX	SD	57356-2077
17151	950 5TH AVENUE	IPSWICH	EDMUNDS	SD	57451-2066
17565	224 E HWY 12	GROTON	BROWN	SD	57445
17606	1504 W GRAND XING	MOBRIDGE	WALWORTH	SD	57601-1421
17701	301 US HIGHWAY 14 E	DE SMET	KINGSBURY	SD	57231
17770	410 W GARFIELD AVE	GETTYSBURG	POTTER	SD	57442-1029
17888	25378 485TH AVE	GARRETSON	MINNEHAHA	SD	57030
18181	2101 UNIVERSITY AVE	HOT SPRINGS	FALL RIVER	SD	57747-1902
18202	23300 435TH AVE	HOWARD	MINER	SD	57349
18267	1137 E SAINT PATRICK ST	RAPID CITY	PENNINGTON	SD	57701
18299	12000 STURGIS RD	SUMMERSET	MEADE	SD	57718
18364	905 MOUNT RUSHMORE RD	CUSTER	CUSTER	SD	57730-1727
18409	1940 LAZELLE ST	STURGIS	MEADE	SD	57785
18467	504 DAKOTA AVE S	WESSINGTON SPRINGS	JERAULD	SD	57382-2161
18507	203 J AVE	EUREKA	MCPHERSON	SD	57437
18515	200 S MAIN AVE	COLTON	MINNEHAHA	SD	57018-2274
18575	706 SPAANS ST	PLANKINTON	AURORA	SD	57368
18857	19591 US HIGHWAY 81	ARLINGTON	HAMLIN	SD	57212-5634
18868	909 SD HIGHWAY 10	SISSETON	ROBERTS	SD	57262-2510
19479	868 HIGHWAY 73	KADOKA	JACKSON	SD	57543
19489	101 W SD HIGHWAY 46	WAGNER	CHARLES MIX	SD	57380
19788	170 N HWY 281	CORSICA	DOUGLAS	SD	57328
19973	940 N HERITAGE PKWY	TEA	LINCOLN	SD	57064
20746	11116 US HIGHWAY 18	EDGEMONT	FALL RIVER	SD	57735
20846	3402 HAINES AVE	RAPID CITY	PENNINGTON	SD	57701-9643
21007	1107 N MAIN ST	WAUBAY	DAY	SD	57273-2154
21701	9016 HIGHWAY 12 & 83	SELBY	WALWORTH	SD	57472
21909	102 10TH ST E	LEMMON	PERKINS	SD	57638-1950
22001	301 W 4TH ST	DELL RAPIDS	MINNEHAHA	SD	57022-1813
22234	105 S CLIFF AVE	HARRISBURG	LINCOLN	SD	57032
22416	100 N MAIN ST	CHAMBERLAIN	BRULE	SD	57325-1325
22565	35357 US HIGHWAY 212	FAULKTON	FAULK	SD	57438-6715
22751	2701 E 17TH ST	SIOUX FALLS	MINNEHAHA	SD	57103
22925	6613 BLACK HAWK RD	BLACK HAWK	MEADE	SD	57718-6611
23087	317 ENTERPRISE AVE	COLMAN	MOODY	SD	57017
23665	1100 RIVER DR	NORTH SIOUX CITY	UNION	SD	57049
23748	121 DAKOTA AVENUE S.	HURON	BEADLE	SD	57350-1902
23871	416 US HWY 14 W	HIGHMORE	HYDE	SD	57345
24122	487 E 1ST ST	FAITH	MEADE	SD	57626-6094
24338	14307 SUMMIT RD	SUMMIT	ROBERTS	SD	57266
24649	1 N 5TH AVE	BELLE FOURCHE	BUTTE	SD	57717-1172
25615	1013 10TH AVENUE NW	WATERTOWN	CODINGTON	SD	57201
30117	600 FIFTH AVENUE NW	ABERDEEN	BROWN	SD	57401

ORDINANCE NO. 1675

AN ORDINANCE AMENDING REGULATIONS PERTAINING TO PEDDLERS AND HAWKERS

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

That Chapter 22, Licenses, Permits, Miscellaneous Business Regulations, Article VII, Peddlers and Hawkers of the Revised Ordinances of the City of Madison, also known as the Code of Ordinances, be amended to read as follows:

Sec. 22.183 – Purpose and Definitions.

The purpose of this ordinance is to facilitate the presence of peddlers and hawkers within the City of Madison in a manner that promotes economic activity while ensuring public safety and order.

For the purpose of this ordinance, the following definitions shall apply:

- (a) Peddler: Any individual who sells goods or services from a portable stand, cart, or other mobile means, moving from place to place, or stationed in one location temporarily, within the city limits.
- (b) Hawker: Any individual who sells goods or services from a fixed location within the city, such as a sidewalk or public space, with or without a temporary setup.

Sec. 22-184 – Allowance.

Permitted Activities: Peddlers and hawkers are permitted to operate within the city limits of Madison without requiring a permit or fee.

Designated Areas: Peddlers and hawkers are allowed to set up and conduct their business on public sidewalks, parks, and other public spaces, subject to the following conditions:

- (a) Non-Obstruction: Peddlers and hawkers must ensure that their activities do not obstruct pedestrian or vehicular traffic.
- (b) Health and Safety: All operations must comply with applicable health and safety regulations, including but not limited to food safety standards if food items are sold.
- (c) Public Space Regulations: Peddlers and hawkers must adhere to all other regulations pertaining to the use of public spaces, including but not limited to cleanliness and respect for local ordinances.

Sec. 22-185 – Restrictions.

Peddlers and hawkers may only operate with the following restrictions.

- (a) Peddlers and hawkers may not erect permanent structures or fixtures on public property.
- (b) Peddlers and hawkers are not allowed in areas where their presence would conflict with existing zoning laws, impede emergency services, or infringe upon private property rights.
- (c) During special events or parades, additional restrictions may be imposed to ensure safety and effective management of the event. Peddlers and hawkers must comply with any temporary regulations established for these occasions.

Sec. 22-186 – Enforcement.

The City of Madison Police Department and/or designated city officials shall have the authority to enforce the provisions of this ordinance. Any violations of this ordinance shall be subject to a warning and/or citation. Persistent or severe violations may result in further legal action in accordance with existing municipal code enforcement procedures.

Secs. 22-187 – 22-208 – Reserved.

Dated this ____ day of September 2024.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

1st Reading:

2nd Reading:

Published:

Effective:

ORDINANCE NO. 1676

AN ORDINANCE TO AMEND THE CABLE COMMUNICATIONS FRANCHISE ORDINANCE NO. 1592

WHEREAS, Midcontinent Communications (“Company”) holds a cable communications franchise (“Franchise”) for the construction and operation of a cable communications system within the City of Madison, South Dakota (“Grantor”); and

WHEREAS, Grantor and Company have mutually agreed to extend the term of the Franchise by adopting this Ordinance Amendment (“Amendment”) and to make such other changes as are mutually agreed upon herein.

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

1. The term of the Franchise is hereby amended to initially expire five (5) years after the current expiration date of September 14, 2024, or September 14, 2029 with an automatic renewal of an additional five (5) years. If the City takes no action to prevent the automatic renewal on or before September 14, 2029, the current franchise ordinance shall be extended with a new expiration date of September 14, 2034.
2. Company shall be subject to all City of Madison ordinances and the requirements of applying for Excavation Permits and complying with Chapter 36, Article III - Excavations.
3. Grantee shall make commercially reasonable efforts to remove and re-locate its distribution lines within 30-days of written request to do so by the City. If Grantee is unable to meet this requirement, Grantee will provide written response detailing why it is not possible and an alternate timeline to complete the work.
4. The Franchise is amended to remove Section XIX – Rates, Subsection 1 and replaced with: Grantee shall at all times maintain a publicly accessible website with a schedule setting forth rates and charges to be made to subscribers for basic cable service, including installation charges.
5. The Franchise is amended to remove Section X – Service to Schools and City and replaced with the following:

Grantee shall, subject to the line extension provisions of Section V, also provide to the City without charge, at three (3) City owned buildings other than a school, hospital, nursing home, apartment or building at the airport, to be selected by the City as indicated on Exhibit “A” attached hereto, one junction terminal to said building. City shall be responsible for the cost of internet services in the event they are required to receive Grantee’s services via Internet Protocol Television (IPTV).

If requested, the Grantee shall allocate one channel to the City as a public, educational, or governmental access channel. Until such time as the city files a written request with Grantee

for full-time use of the channel, Grantee shall have the right to use that portion of the channel capacity that is not being used by the City. Grantee shall have a reasonable period of time after notification to vacate its use of the channel.

6. Except as expressly modified herein, all other terms and conditions of the Franchise shall remain in full force and effect. Neither party waives any rights it may have pursuant to applicable law.
7. This Amendment shall be effective upon its passage and publication in accordance with applicable law.

Dated this __ day of _____, 2024.

CITY OF MADISON

Roy J. Lindsay, Mayor

ATTEST: _____
Amy Sad, Finance Officer

MIDCONTINENT
COMMUNICATIONS
By Midcontinent Communications
Investor, LLC
Its Managing general partner

By: Patrick McCann
Its: VP of Legal and General
Counsel

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

Published once at the approximate cost of \$__.

ORDINANCE NO. 1677

**AN ORDINANCE TO AMEND THE CABLE COMMUNICATIONS FRANCHISE
ORDINANCE NO. 1591**

WHEREAS, Clarity Telecom, LLC, dba Bluepeak (“Company”) holds a cable communications franchise (“Franchise”) for the construction and operation of a cable communications system within the City of Madison, South Dakota (“Grantor”); and

WHEREAS, Grantor and Company have mutually agreed to extend the term of the Franchise by adopting this Ordinance Amendment (“Amendment”) and to make such other changes as are mutually agreed upon herein.

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

1. The term of the Franchise is hereby amended to initially expire five (5) years after the current expiration date of September 14, 2024, or September 14, 2029 with an automatic renewal of an additional five (5) years. If the City takes no action to prevent the automatic renewal on or before September 14, 2029, the current franchise ordinance shall be extended with a new expiration date of September 14, 2034.
2. Company shall be subject to all City of Madison ordinances and the requirements of applying for Excavation Permits and complying with Chapter 36, Article III - Excavations.
3. Grantee shall make all reasonable efforts to remove and re-locate its distribution lines within 30 days of written request to do so by the City. If Grantee is unable to meet this requirement, Grantee will provide written response detailing why it is not possible and an alternate timeline to complete the work.
4. The Franchise is amended to remove Section XIX – Rates, Subsection 1 and replaced with: Grantee shall at all times maintain a website a schedule setting forth rates and charges to be made to subscribers for basic cable service, including installation charges.
5. The Franchise is amended to remove Section X – Service to Schools and City and replaced with:

Grantee shall, subject to the line extension provisions of Section V, also provide to the City without charge, at three (3) City owned buildings other than a school, hospital, nursing home, apartment or building at the airport, to be selected by the City as indicated on Exhibit “A” attached hereto, one junction terminal to said building. City shall be responsible for the cost of internet services in the event they are required to receive Grantee’s services via Internet Protocol Television (IPTV).

If requested, the Grantee shall allocate one channel to the City as a public, educational, or governmental access channel. Until such time as the city files a written request with Grantee for full-time use of the channel, Grantee shall have the right to use that portion of the channel

capacity that is not being used by the City. Grantee shall have a reasonable period of time after notification to vacate its use of the channel.

- 6. Except as expressly modified herein, all other terms and conditions of the Franchise shall remain in full force and effect. Neither party waives any rights it may have pursuant to applicable law.
- 7. This Amendment shall be effective upon its passage and publication in accordance with applicable law.

Dated this __ day of _____, 2024.

CITY OF MADISON

Roy J. Lindsay, Mayor

ATTEST: _____
Amy Sad, Finance Officer

CLARITY TELECOM, LLC
By Clarity Telecom, LLC
Its Managing general partner

By: Rich Fish
Its: Chief Executive Officer

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

Published once at the approximate cost of \$__.

RESOLUTION NO. 2024-40

A RESOLUTION SETTING MONTHLY RATES AND CHARGES FOR ELECTRIC SERVICE

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

That the following rates, charges, and regulations for municipal electric service are hereby adopted.

SECTION 1 – Base Rate and Surcharge

Electric rates shall consist of two components: a base rate and a separate surcharge for the benefit of improvements to the electric utility system. The City shall account for the revenues derived from the base rate and the surcharge separately, but the surcharge shall not be required to be shown separately on the electric utility bills to users of the electric utility. The revenue generated from the surcharge shall be used solely for improvements and any bonds incurred by the City to finance or refinance the improvements. Improvements may also be paid for from the general revenues of the electric utility as approved by the annual budget.

SECTION 2 – Customer Classes and Rates

Monthly usage by each customer, based on meter readings, shall be charged as to the below rate schedules:

(a)	Residential and Church Rates	<u>Base Rate</u>	<u>Surcharge</u>	<u>Total</u>
	1. Monthly Service Charge	\$23.49	\$ 0.72	\$24.21
	2. Plus Energy Charge (per KWH)	<u>Base Rate</u>	<u>Surcharge</u>	<u>Total</u>
	0 - 1000 KWH	\$0.106	\$0.006	\$0.112
	Over 1000 KWH	\$0.084	\$0.004	\$.0.088

3. Minimum Charge per Month per Service: \$24.21.

4. Residential Customer Classification

The residential rates set forth above shall be applicable to single phase alternating current electrical service at standard City voltages for residential and church uses within the City limits when all electrical service furnished under the above schedule is measured by one meter. The above rates shall not apply to shared or resale service. The residential rates shall be available to individually metered single family dwellings, individual mobile home units or to each dwelling unit of apartment houses, condominiums, or other multiple family dwelling units. A dwelling unit shall be defined as follows: “One or more rooms located in a dwelling that are used as living quarters for one family only. Each dwelling unit contains one and only one set of kitchen facilities.” Any property located in a residential zone of the City which conducts a home occupation as defined in the City zoning ordinance shall be considered residential for the purpose of this electric rate ordinance.

(b)	Commercial Rates	<u>Base Rate</u>	<u>Surcharge</u>	<u>Total</u>
	1. Monthly Service Charge	\$28.03	\$0.81	\$28.84
	2. Plus Energy Charge (per KWH)	<u>Base Rate</u>	<u>Surcharge</u>	<u>Total</u>
	0 - 2000 KWH	\$0.145	\$0.007	\$0.152

Over 2000 KWH	\$0.092	\$0.004	\$0.096
---------------	---------	---------	---------

3. Minimum Charge per Month per Service: \$28.84.

4. Commercial Customer Classification

The commercial rates set forth above shall be available to all eligible commercial customers residing within the City limits and shall be applicable to single phase service or three phase power service only if said three phase power service demand does not exceed fifty kilowatts integrated over a thirty-minute time interval two or more times within the preceding calendar year. In addition, the commercial rates shall be applicable to multiple family dwellings, apartment houses, and mobile home courts where the respective dwelling units are not individually metered but rather metered at a central location.

(c)	Industrial Rates	<u>Base Rate</u>	<u>Surcharge</u>	<u>Total</u>
	1. Monthly Service Charge	\$28.86	\$1.25	\$30.11
	2. Plus Demand Charge (per KW)	\$15.00	\$1.79	\$16.79
	KW levels will be determined by calculating the higher of the actual KW peak or 50% of the highest KW peak within the last twelve months.			
	3. Plus Energy Charge (per KWH)	\$0.042	\$0.004	\$0.046

4. Plus Power Factor Charge

If metered reading averages less than ninety-five percent (95%) at the point of delivery for the month, the metered demand will be increased by multiplying the metered demand by ninety-five percent (95%) and thereafter dividing by the average power factor reading expressed in percent as illustrated in the following formula:

$$\text{If power factor is less than ninety-five percent (95\%),}$$

$$\text{then adjusted billing demand} = \frac{\text{demand} * 95\%}{\text{power factor \%}}$$

otherwise demand = demand

5. Minimum Charge per Month per Service: \$30.11.

6. Industrial Customer Classification

The industrial rates set forth above shall be available to all industrial customers residing within the City limits and shall be applicable when the customer's monthly peak power demand exceeds fifty kilowatts integrated over a thirty-minute time interval two or more times within the preceding calendar year. However, a customer in the industrial class who does not reach sixty-five kilowatts two times within the preceding calendar year may request to be moved to the commercial class with said request to be considered and acted upon by the Mayor, Utilities Commissioner and Utilities Director. Industrial customers that reduce their monthly demand below thirty kilowatts for a three-consecutive month period shall be offered the conversion to the commercial rate. If at any time the customer's demand exceeds the sixty-five kilowatt demand limit criteria they shall be reinstated as an industrial rate account.

Electrical customers residing outside the City limits shall be identified and classified by the Utilities Director as either residential, commercial, or industrial customers as defined above. Said customer's

electrical utility bill shall be subjected to a twenty percent (20%) surcharge in addition to the bill as determined in the respective customer classification.

Electrical energy supplied to various schools will be charged at the rate as determined in the respective customer classification.

Electrical energy supplied to various City buildings and facilities shall be charged and paid for by the respective City departments at the rate as determined in the respective customer classification.

SECTION 3 – Security Lighting

Monthly charges for each lamp of Security Lighting shall be charged as follows:

- | | | |
|-----|------------------------|---------|
| (a) | 100W or Equivalent LED | \$9.09 |
| (b) | 250W or Equivalent LED | \$14.65 |
| (c) | 400W or Equivalent LED | \$18.18 |

SECTION 4 – Load Management Credits

Monthly credits to customers for electric load management participation shall be as follows:

- (a) **Water Heater Credit**
All customers with an actively used and operable electric water heater who participate in the City's load management program will be eligible for a \$.01000 per KWH credit on the electric bill on a twelve-month basis for that portion of electrical energy usage per month between 50 KWH and 800 KWH with a maximum eligible monthly credit of \$7.50 per dwelling unit.
- (b) **Air Conditioner Credit**
All customers with an actively used and operable 220-volt air conditioner who participate in the City's load management program will be eligible for a \$.02500 per KWH credit on the electric bill for the months of July, August, and September for that portion of electrical energy usage per month between 300 KWH and 1200 KWH with a maximum eligible monthly credit of \$22.50 per dwelling unit.
- (c) **Electric Heat Credit**
All customers with a minimum 4 KW electrical heating system (baseboard, furnace, blowers, etc.) that is actively used and operable who participate in the City's load management program for partial/cycling control will be eligible for a \$.02500 per KWH credit on the electric bill for the months of December, January, and February for that portion of electrical energy usage per month between 300 KWH and 1200 KWH with a maximum eligible monthly credit of \$22.50 per dwelling unit.
- (d) **Off-Peak Usage Rates**
All customers shall be offered a discounted rate of \$.04283 per KWH for electrical energy usage for that energy provided to approved dual fuel heating system customers and other specific commercial or industrial loads that can be interrupted at the convenience of the City without advance notice to said customer. Said electrical energy usage will be metered on a separate meter. Upon application and agreement for the off-peak usage rate, the Utilities Director will authorize the installation of an additional meter to monitor the off-peak energy usage.

SECTION 5 – Effective Date

Rates, charges, and credits as defined under this resolution shall be reflected on utility bills mailed to customers in December of 2024 and thereafter and due and payable in January of 2025 and thereafter.

Dated this 2nd day of December, 2024.

CITY OF MADISON

/s/Roy Lindsay
Mayor

ATTEST: /s/Amy Sad
Finance Officer

1st Reading: November 4, 2019
2nd Reading: November 18, 2019
Published: November 21, 2019
Effective: December 11, 2019

Published once at the approximate cost of \$_____.

RESOLUTION NO 2024-41

RESOLUTION SETTING MONTHLY FEES FOR RESIDENTIAL DWELLING UNITS FOR GARBAGE AND TRASH SERVICE

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

That the monthly fees for residential dwelling units for garbage and trash shall be set as follows:

Monthly fee for residential dwelling units.

(a) The following user charges are hereby established for residential consumers using the municipal services of collection and disposal of refuse and billed on a monthly basis:

1. 65-gallon cart	\$18.25
2. 95-gallon cart	\$21.00
3. No cart	\$21.00

(b) The 65-gallon and 95-gallon garbage carts shall be furnished by and remain the property of the City. The consumer shall be responsible for the loss, damage or destruction of the carts or failure to return the carts upon termination of service to the City. The consumer's utility account will be assessed for the loss, damage or destruction or failure to return the carts.

(c) User charges as imposed under this Resolution shall be reflected on utility bills mailed to customers in December of 2024 and thereafter and due and payable in January of 2025 and thereafter.

Adopted this __ day of December, 2024.

/s/Roy Lindsay
Mayor, City of Madison

Attest: /s/Amy Sad
City Finance Officer

Published once at the approximate cost of \$__.

Sign / Land Lease

This lease made this 2nd day of December, 2024, by and between Stein Sign Display whose address is 2020 4th Ave SW., Watertown, SD (“Lessee”) and City of Madison whose address is 503 S Highland Avenue, Madison, SD 57042 (“Lessor”).

1. DESCRIPTION: Lessor hereby leases to Lessee, its successors or assigns, a portion of the premises for the administration and maintenance of the outdoor advertising structure (“Sign”), including all necessary structures, with the right of access to and egress from the sign by Lessee’s employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign 24 hours per day. The premises are a portion of the property known as HWY 34 E of Madison at mile marker 388.40 Tract 1 Berthers 2nd addition excluding Lot A, Lakeview Industrial Park 11th Addition, Lake County, South Dakota in which a digital billboard is currently located.
2. TERM: This lease terms shall have two parts:

Term 1: From today’s date, December 2, 2024, to December 31, 2028.

Term 2: A 10 (ten) year term beginning on January 1, 2029 and ending on December 31, 2038.
3. RENT:

Term 1 : In consideration of \$600.00 per year due to Lessor on or before the first (1st) of January of each year with the first payment due January 1, 2025.

Term 2: In consideration of \$1000.00 per year due to Lessor on or before the first (1st) of January with the first annual payment due on January 1, 2029.
4. RENEWAL: Lessee shall have the exclusive and irrevocable option to renew this lease for one (1) additional five (5) year term at an increased rate of \$1,500.00 per year by giving Lessor written notice within sixty (60) days prior to the expiration date of the preceding term. Renewal shall be on the same terms and conditions of the initial Term, other than increase in rent.
5. COMPETITION: In no case during the term of this agreement, shall Lessee or Lessor, allow a direct competitor to either party to advertise or have access to the property other than the static billboard owned by Lamar Advertising which is already present.
6. TERMINATION: At the end of the agreement as noted herein, the Lessee will be responsible for removal of sign panels from structure, and any subsequent costs. This will occur within 60 days after the end of the agreement. The structure will be left for the use and/or disposition by Lessor, at their sole discretion.
7. DEFAULT: Before exercising any remedies for breach or default or failure to perform under this Lease, the non-defaulting party shall give the defaulting party thirty (30) days

written notice of such default or failure to perform. Should Lessee fail to perform any other obligation under this lease within thirty (30) days after such performance is due Lessee will be in default. If Lessor defaults or fails to perform any of its obligations under this Lease, Lessee, in addition to any other remedies available under applicable law at Lessee's option may perform Lessor's obligations or cause the performance of Lessor's obligations including. Lessor acknowledges such includes Lessee's right to install its own electrical service across the Premises. Lessor will be responsible for any reasonable costs associated with these obligations. In the event either party institutes legal proceedings against the other for breach of or interpretation of any of the terms, conditions or covenants of the Lease, the party against whom a judgment is entered shall pay all reasonable costs and expenses relative thereto, including reasonable attorneys' fees of the prevailing party.

8. **ASSIGNMENT SUBLEASE, SALE:** Lessee shall have the right to sell, assign and set over all of Lessee's right, title and interest in this Lease to any financially responsible assignee upon the express and written assumption by the assignee of all of the obligations of Lessee herein named and upon such assumption, Lessee shall be fully discharged from any and all obligations under this instrument. Lessee shall have the right to sublease the outdoor advertising structure as described in Section 1. Lessee is not relieved of any liability under this Lease. In the event of any change of ownership of the Premises, Lessor agrees to notify Lessee promptly of such change, and Lessor also agrees to give the new owner formal written notice of the existence of this Lease and to deliver a copy thereof to such new owner.
9. **USE AND OCCUPANCY:** It is understood and agreed between parties hereto that said leased premises during the continuance of this lease shall be used and occupied for the stated purpose and for no other purpose or purposes without the written consent of the Lessor, and Lessee will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and on any breach of this agreement the Lessor may at his option terminate this lease forthwith and reenter and repossess the leased premises. The Lessee shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of Lessee's sign in Lessor's name. If remedy is not possible, Lessee has 60 days to enter and retrieve displays similar to "termination" section.
10. **INDEMNITY:** The Lessor and Lessee do herein acknowledge that the Lessor does not assume any liability of any act and/or omission by the Lessee or its agents or invitees. The Lessee agrees to indemnify the Lessor and hold the Lessor and its respective officers, employees and members harmless for any claim of any kind or nature whatsoever arising out of or resulting from any acts and/or omissions by the Lessee, its agents, invitees, representatives and /or employees. The Lessor and Lessee do herein acknowledge that the Lessee does not assume any liability for any act and/or omission by the Lessor or its agents or invitees. The Lessor agrees to indemnify the Lessee and hold the Lessee and its respective officers, employees and members harmless for any claim of any kind or nature whatsoever arising out of or resulting from any acts and/or omissions by the Lessor, its agents, invitees, representatives and/or employees. Each party to the extent possible shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the

other party for loss or damage within the scope of the insurance and each party to the extent permitted, for itself and its insurer, waives all such insured claims against the other party.

11. **REPAIRS, MAINTENANCE, FIXTURES:** Lessee shall, at its own expense, promptly comply with all laws, orders regulations or ordinances of all municipal, county and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same. All structures, displays, equipment and materials placed upon the Premises by Lessee are Lessee's trade fixtures and equipment, and shall always be and remain Lessee's property, and may be removed by Lessee at any time prior to or within a reasonable time after expiration of this Lease or any extension thereof. In the event that Lessee or its assigns abandons or fails to properly maintain the sign, Lessor shall have the right to repair, make safe or remove the sign, and all associated costs shall be reimbursed by Lessee to Lessor.
12. **EMINENT DOMAIN:** If the whole or any substantial part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease and the rent shall be paid up to that day and from that day the tenant shall have the right to cancel this lease. Lessee shall have the right to participate in any condemnation award or settlement to the extent of Lessee's damages for the loss of the use of the sign; the cost of removal from the Premises; and the loss of the leasehold interest.
13. **TAXES:** Lessor shall pay when due all real and personal property taxes and assessments with respect to the Premises and the improvements and structures thereon. Lessee shall reimburse Lessor for any increase in taxes as a direct result of the installation of the sign.
14. **BROKER:** Lessor and Lessee each represent to each other that it has dealt with no broker in connection with this Lease and that no broker has been the procuring cause of or has otherwise represented it in this transaction, and each further agrees that it shall be solely responsible and liable for any commission or claim for commission, fee or expense arising out of its communication with any broker. Lessor and Lessee each agree to indemnify and hold harmless the other for any claim, loss, cost or expense, including reasonable attorneys' fees, incurred by the other in connection with a breach of this paragraph.
15. **PREMISES, ACCESS, CONDITION:** Lessee shall have the right to erect, place and maintain an advertising sign structures and equipment therefore on the Leased Premises and post, paint, illuminate and maintain advertisements on such structures and for uses incidental thereto. Such use shall include, without limitation, access to the Premises over those areas described. Lessor agrees to allow Lessee full access to the Premises and the Access Area for the purpose of erecting, maintaining, changing or removing the displays at any time. Lessor grants to Lessee the exclusive right to install an off-premise advertising structure on the Premises and agrees Lessor will not install or allow a third party to install an advertising structure on the Premises. Lessor shall not allow the construction, placement or erection of any structures on the Premises or neighboring property of Lessor which will block, obstruct, hinder or impair the visibility of any portion of Lessee's sign structures on the Leased Premises, including without limitation, the planting of any trees, shrubs or other landscaping on the Premises or neighboring property of Lessor. Tenant shall have the right to remove or trim any existing trees, shrubs or other landscaping on the Premises which

blocks, obstructs, hinders or impairs the visibility of any portion of Lessee's sign structures on the Premises during the term of this Lease. If at any time the view of Lessee's displays is obstructed or obscured, or the use or installation of such displays is prevented or restricted by law or by Lessee's inability to obtain any necessary permits or licenses (each individually a "Condition" and collectively, the "Conditions"), Lessee may, at its option, terminate the Lease. If the obstruction of the display is due to an action or omission of the Lessor, it shall be considered a default under the terms of this Lease, and the default provision of this Lease shall apply. If any of the Conditions shall at any time temporarily exist, then Lessee may, at its option, instead of terminating this Lease, be entitled to an abatement of rent payable hereunder during the period such conditions or any of them exist.

16. **CONTENT RESTRICTION:** Lessee agrees not to allow any advertising which contains obscene, lewd or lascivious displays.
17. **NON-DISTURBANCE:** Upon request by Lessee, Lessor shall obtain and deliver to Lessee from any present or future mortgagee, trustee, fee owner, prime landlord or any person having an interest in the Premises superior to this Lease a written non-disturbance agreement in recordable form providing that so long as Lessee performs all of the terms, covenants and conditions of the Lease and agrees to attorn to the mortgagee, beneficiary of the deed of trust, purchaser at a foreclosure sale, prime landlord or fee owner, Lessee's rights under this Lease shall not be disturbed and shall remain in full force and effect for the term of this Lease, and Lessee shall not be named or joined by the holder of any mortgage or deed of trust in any action or proceeding to foreclose thereunder.
18. **QUIET ENJOYMENT:** Lessor covenants and warrants that if Lessee shall keep and perform the covenants herein stated, Lessee shall and may, peaceably and quietly have, hold and enjoy the use of the Premises and Access Areas for the term of this Lease and any extensions thereof. Lessor further represents and warrants that, to the best of its knowledge, the Premises is in compliance with all applicable federal, state, and local laws, regulations and ordinances and that there is no existing violations nor has Lessor received any notice of any violations of any laws, court orders, ordinances, regulations, requirements of any city, county, state or federal governmental authorities, including, without limitation, department of housing, building, fire, labor, health, or other municipal departments.
19. **REMEDIES NOT EXCLUSIVE:** It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
20. **WAIVER:** One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.
21. **NOTICES:** Wherever this Lease requires notice to be served on Lessor, notice shall be sufficient if mailed by first-class mail with postage fully paid, to the following:

NAME: City of Madison

ADDRESS: 503 S Highland Avenue, Madison, SD 57042
Attn: City Administrator

Notice to Lessee can be completed by mailing by first-class mail with postage fully paid to the following:

NAME: Stein Sign Display
ADDRESS: 2020 4th Ave SW., Watertown, SD 57201
Attn: Stuart Stein

22. BINDING ON PARTIES AND SUCCESSORS: The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on the respective heirs, successors, representatives and assigns and on all present and future owners of all or any part of the Premises.

23. JURISDICTION: The Lease shall be construed under the Laws of the State of South Dakota.

24. SEVERABILITY: If any provision of this Lease or portions of this Lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

CITY OF MADISON

Roy J. Lindsay, Mayor

ATTEST: _____
Amy Sad, Finance Officer

STEIN SIGN DISPLAY

Stuart Stein, President

Published once at the approximate cost of \$__.

UPDATES

December 2, 2024





ACTIVE PROJECTS

MAJOR INFRASTRUCTURE IMPROVEMENTS

Park Creek Walls
Segment 4 Watermain Loop

UTILITIES & PUBLIC WORKS

Smart Cities (AMI)
Sidewalk Projects
Restricted Use Site Development

COMMUNICATION & ENGAGEMENT

Community Engagement Events
Website Optimization
Key Hires
Update Personnel Manual
~~Madison Connect~~

FACILITIES

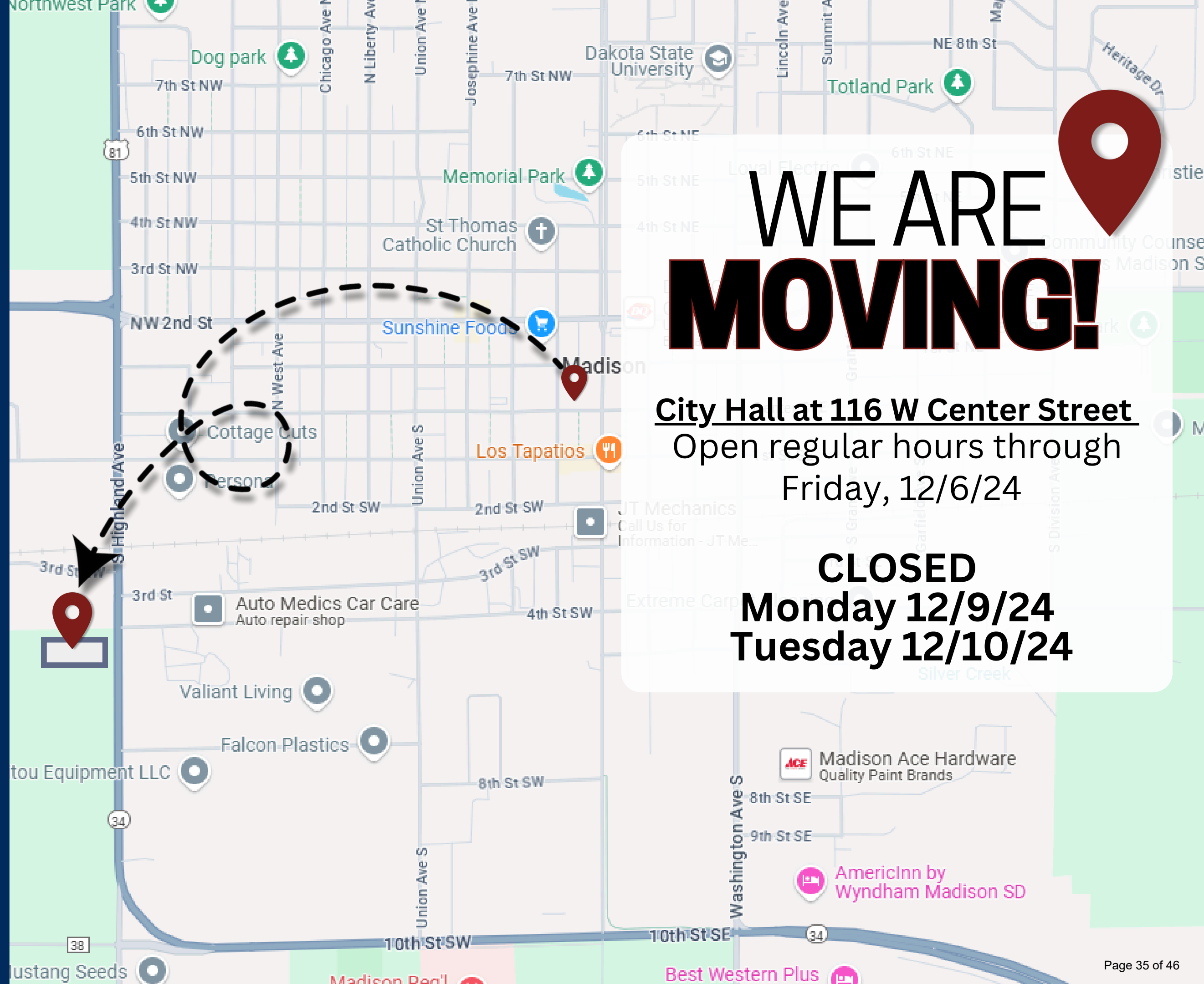
City Administration Building
Park Bathrooms (Memorial & Totland)
Library Ramps
Armory Roof



December 11, 2024

NEW LOCATION

**503 S Highland Ave
Madison, SD 57042**



**WE ARE
MOVING!**

City Hall at 116 W Center Street
Open regular hours through
Friday, 12/6/24

CLOSED
Monday 12/9/24
Tuesday 12/10/24

POSITIVELY IMPACTING



The Parks Department volunteered at the Lake County Museum to assemble a newly designed shelf, designed by Bernard Hielman, for the museum's sleighs.



On November 6th, Officer Abraham and Officer Coenen enjoyed participating in “Coffee with a Cop” at Peaceful Pines Senior Living.

CONSTRUCTION PROJECTS

Creek Walls Repair *Kesteloot Excavation*

Site 1: COMPLETE (reported last month)

Site 2: Work is now anticipated to progress through the winter, with completion projected for spring 2025.

Site 3: COMPLETE

Segment 4 Watermain Loop

Progress is well underway, with completion expected soon.

Armory Roof

Contractor is mobilizing.



CITY ADMINISTRATION BUILDING

Recently Completed:

- Final installation of access controls, security cameras, and audio/visual components
- Furniture

Upcoming Work

- Identifying and addressing punch list items
- Final cleaning and preparations



EVENTS PAST

Discussion included our excellent public schools, the supportive partnership between DSU and the City of Madison, the community safety that our residents feel, updates on the bypass project, and the upcoming N Egan construction project.

CITY CIRCLE



EVENTS PAST



Dr. Alex Dececchi of DSU talks to families about his discovery that small-feathered dinosaurs ran by using their wings to "flap-run."



Friends of the Madison Public Library featured Lefse making. Taught by Roger Moose and enjoyed by everyone!

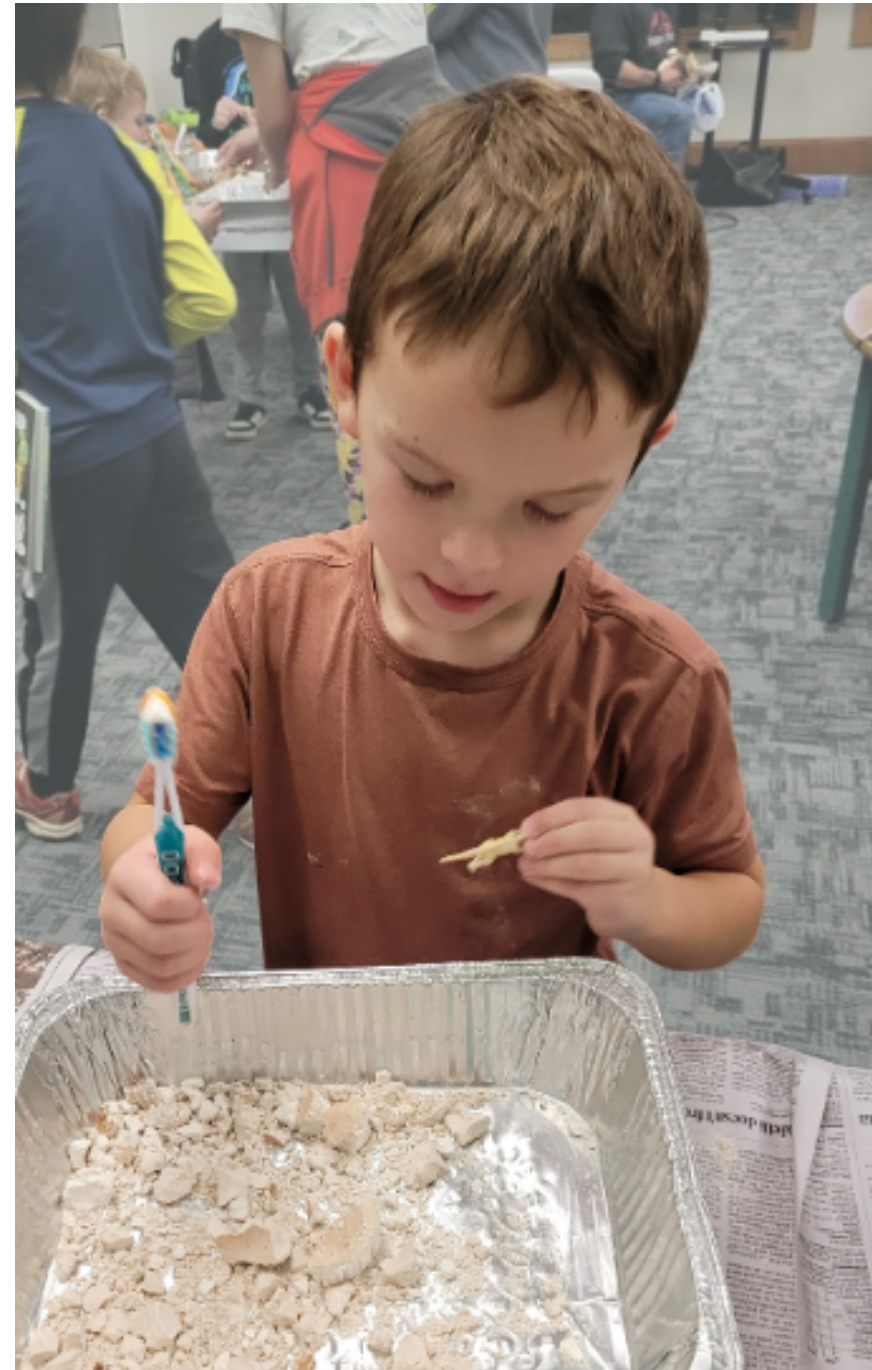


In November, MPL celebrated dinosaurs by showcasing library services on social media. These two relics stay current by exploring how easy it is to borrow eBooks, audiobooks, movies, and more on Hoopla!

EVENTS

PAST

During the Roar & Explore event, families learned from a real life paleontologist, excavated fossils they could keep, and designed dinosaurs of their very own!



EVENTS

UPCOMING



January 21, 20024
7:30 am - 9:30 am
Location TBD

JANUARY 2025



Ribbon Cutting & Open House
January 2025
Date & Time TBD

EVENTS

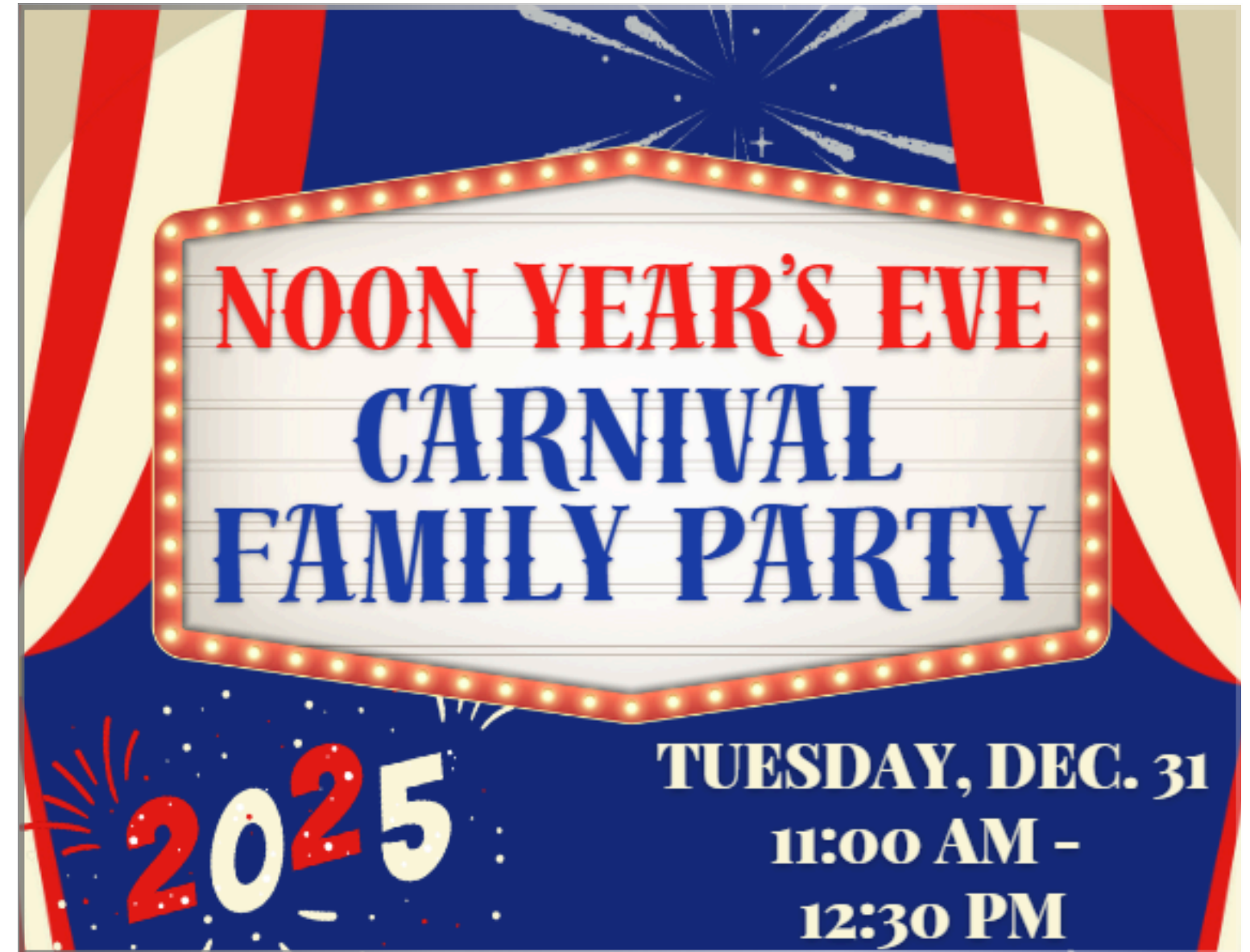
UPCOMING



MPL's popular winter kits are making a comeback! One of the exciting "10 Days of Winter Learning" will focus on snow-themed fun, including how to create your very own snowball shooter!



Trivia is back! This online round's theme is "How Many." For example, how many hearts does an octopus have? Three!

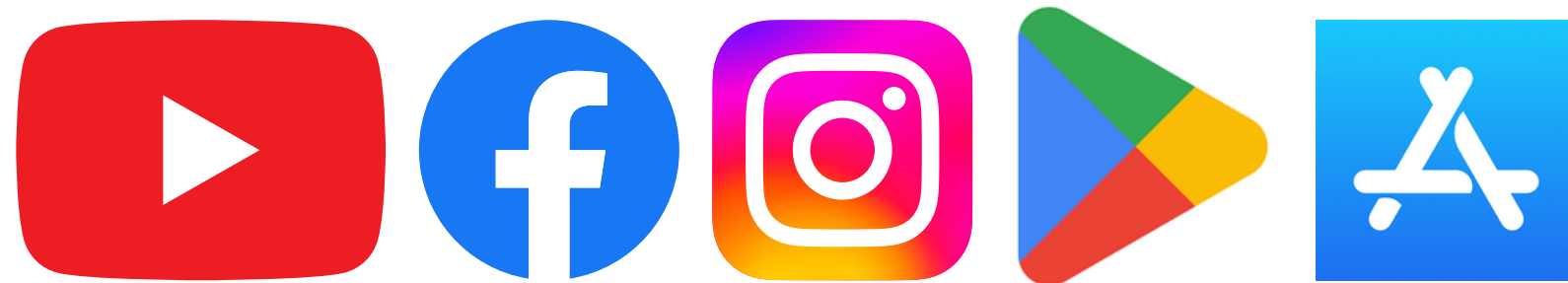


Crafts, games, pizza, and an sensible bed time... that's how we party at our family fun Noon Year's Eve party!

STAY INFORMED

City of Madison Digital Hub

Scan the QR code to access direct links to our text alert signup page, social media channels, city app, and more!





Reports, Requests, or Questions

Whether you'd like to share something with us, request a service to be completed, or ask for more information about a topic, we're ready to provide support you're looking for.

Complaint

If you're dissatisfied, let us know—we value your feedback and are committed to making things right.

QUESTIONS?

