



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

CALL TO ORDER

Please join the Zoom meeting from your computer, tablet or smartphone.
<https://us06web.zoom.us/j/88296750996>

PLEDGE OF ALLEGIANCE

Meeting ID: 882 9675 0996

ROLL CALL

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

ADOPT AGENDA

APPEARANCES/ACKNOWLEDGEMENTS

CONSENT CALENDAR

- 1) Minutes – November 21, 2022
- 2) Bills for Approval – December 7, 2022
- 3) Bills for Ratification – November 30, 2022
- 4) Payroll Bills for Ratification – November 25, 2022
- 5) Personnel

UNFINISHED BUSINESS

NEW BUSINESS

- 1) Discussion and action related to Liquidated Damages on RD Phase 1A/1B and 2 Improvement Projects
- 2) Construction projects update
- 3) First Reading of Ordinance No. 1654 – Adopting & Enacting City of Madison Codification
- 4) Discuss and Approve Legal Services agreement with Jencks Law
- 5) Approve Resolution No. 2022-53 – Declare Necessity for Sidewalk Repair Improvements 2023
- 6) Acknowledge Resolution No. 2022-54 – Declare Necessity for Sidewalk Improvement 2023 & Set Hearing Date December 19, 2022
- 7) Approve Resolution No. 2022-55 – Employee CDL Agreements
- 8) Discussion and action regarding approval of construction on property legally described as The West Forty Five (W 45') feet of the East Ninety (E 90') feet of Lots One (1) and Two (2), Block Twenty One (21), Original Plat of Madison, Lake County, South Dakota.
- 9) Set Bid Date - Bid No. 916 – Surplus Pad Mount Transformers and Pole Mount Transformers - December 21st, 2022 10:00am
- 10) Assign Heartland Energy as Designated Entity to manage Renewable Energy Credits

PUBLIC COMMENT

ANNOUNCEMENTS

- 1) SD Public Broadcasting selected Madison as one of its featured communities on Dakota Life Show for 2023-2024 season
- 2) Next Regular Commission Meeting – Monday, December 21, 2022 at 5:30 pm

ADJOURN

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

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

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

CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042

November 21, 2022
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 21st day of November with the following members present on roll call: Mayor Roy Lindsay and Commissioners Adam Shaw, Jeremiah Corbin, Kelly Dybdahl and Jerae Wire.

The Pledge of Allegiance was recited.

Motion by Commissioner Corbin, seconded by Commissioner Wire to adopt the November 21th agenda. Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Dybdahl, to approve the following items on the consent calendar: Minutes – November 7, 2022, Minutes – November 10, 2022, Bills for Approval – November 23, 2022, Bills for Ratification – November 16, 2022, Payroll Bills for Ratification – November 18, 2022, Personnel, Building Permit Report – October 2022, Approve 2023 Alcoholic Beverage License Application Renewals – Liquor/Wine, Authorize Mayor to sign Law Enforcement Officer Certification Agreement, Set Bid Date - Bid No. 915 - Chemicals - December 14, 2022 10:00am

Bills for Approval – November 23, 2022

Allegra, Statement Form 54.12; Anderson Nurseries Inc, Community Christmas Tree 475.00; Appera, Mat Rentals 231.50; Automatic Building Controls, Annual Checkout of Fire Alarm System 326.00; Bartels Cleaning Service, Monthly Services 500.00; Big Sioux Community Water Sys, October 2022 Fees 10,257.90; Bluepeak, Internet Fire Dept 44.95; Border States Electric Supply, Inventory/Materials 763.62; Buffalo Ridge Concrete Inc, Concrete 795.50; Butler Machinery Co, Gen Plant Repair 237.02; CenturyLink QC, Phone Bill 90.84; Certified Pool Trainers, CPO Training 400.00; City of Brookings, Gate Fees 4,103.10; Core & Main GP LLC, Hose Nozzle Retainer Wrench/Saddle & Corp Stop 581.23; DGR Engineering, Professional Services 5,188.50; East River Electric Power Coop, October Transmission 16,362.08; Etterman Enterprises Inc, Hose Clamps 119.62; F & M Coop Oil Co, Wheels 286.77; First Bank & Trust, Heartland October 381,831.34; Graybar Electric Co Inc, Inventory/Materials 54.82; Halme Inc, Water System Improvements 754,578.03; Hauff Mid America Sports Inc, Bleachers 14,700.00; Infotech Solutions LLC, Computer & Software Subscription Fees 4,950.00; Jareds Electric, Freezer Fan/AC 290.82; Keever Roofing, Armory Roof Repairs 1,920.00; Kibble Equipment LLC, Injection/O-Ring Kit/Nozzle 70.35; KLJ Engineering LLC, MDS Taxilane/Parking/Access Road 17,000.00; Lewis Drugs Inc, Lotion/Pens 17.47; Mac Queen Equipment LLC, Fireman Uniforms 18,736.30; Madison Ace Hardware, Holiday Lights/Antifreeze/Spray Foam 229.23; Madison Grocery Store Inc, Coffee/Napkins 8.88; Madison Regional Health, Clinic Visit 125.00; Mustang Seeds Inc, Grass Seed 570.00; Northwestern Energy, Utilities 142.47; Office Peeps Inc, Paper Towels/Office Supplies 205.30; Overhead Door Co, Slotted Bearing 286.47; Pheasantland Industries, Uniforms 516.91; Pro Garage Door, Garage Door Windows 61.22; RC First Aid, First Aid Kit 10.00; Reinicke Construction Inc, Crushed Gravel 1,487.36; Robertson/Roger, DL Renewal 33.00; RSA, Professional Services 10,000.00; Runnings Supply Inc, Tools/Clothing/Snow Brushes/Misc 1,457.58; Sanitation Products Inc, 20 Yd Garbage Truck 191,696.00; Stuart Irby Tool Co, Glove Bag 36.75; Sturdevants Madison Inc, Battery/Parts/Floor Dri 253.47; Talk The Tee, Decals 190.00; Timmer Supply Co, Couplings 27.87; Titan Machinery-Sioux Falls, Roller Rental 1,690.00; Truist Governmental Finance, Sales Tax Revenue Bond 299,153.69; Tyler Technologies Inc, Go-Live Assistance 62.50; Uline, Folding Table & Chairs/Dollys 3,048.15; US Dept of Energy, October Services 92,952.04; Wesco Distribution Inc, Switches/Transformers/Basements/Photo Eyes 67,877.47; Wheelco, Brake & Supply Inc, Air Filter 85.30.

Bills for Ratification – November 16, 2022

A A A Collections Inc, Collection Services – October 24.75; Alpha Media USA LLC, Fall Time Change 299.00; Appera, Mat Rentals 58.12; AT & T Mobility, DataConnect Government 171.61; Avera Medical Group, Drug Collection/Testing 139.10; Baker & Taylor, Books 199.02; Blackstone Publishing, CD Books 416.86; Border States Electric Supply, Cutouts 3,256.70; Bound to Stay Bound Inc, Books 688.74; Bowes Construction, Tack Oil 175.00; Builders FirstSource, Expansion Joints 3.98; Century Business Products Inc, Copier Contract 10.45; Coast to Coast Solutions Inc, Calendars 194.85; Colonial Research Chem Corp, Insecticide 278.02; Core & Main GP LLC, Corp Stop 227.41; Creative Culture Insignia LLC, MPD

Shoulder Patches 1,466.38; Dakota State University, Donations - Electronics Drop Off Event 400.00; Daxko LLC, Spectrum Software 1,746.26; DVL Fire & Safety, Recharge Fire Extinguishers 63.00; EDM International Inc, Phase Trakker Cellular 290.00; F & M Coop Oil Co, Fuel/Tire 1,394.20; First Premier Bank, Interest Payment 3,374.24; Gale Cengage Learning, Book 30.39; Galls LLC, Belts 71.70; Graybar Electric Co Inc, Inventory/Materials 318.00; Hawkins Inc, Chemicals 356.58; Heiman Inc, Twister Fog Tip/Ball Valve/Hand Pump 489.32; Hunter Publishing Inc, Advertisements/Publications 68.60; Ingram Co, Books 979.86; Interstate All Battery Center, Batteries 49.00; ISG, Capital Improvement Plan 994.46; Jareds Electric, Ice Machine Sensor 551.02; Kibble Equipment LLC, Nozzle/Seal 423.78; Krug Products Inc, Hyd Hose 45.12; Lake County Register of Deeds, Hyland Plat 60.00; Lake Veterinary Clinic, Flea/Tick Medicine 181.00; Lewis Drugs Inc, Photo Processing 103.74; Lyle Signs Inc, Traffic Signs 339.99; Madison Ace Hardware, Battery Pack/Keys/Hardware 174.33; Madison Grocery Store Inc, Groceries/Bottled Water 200.40; Markos Repair, Carb Kit 27.91; Materese/James, Meal Reimbursement 28.00; Micromarketing LLC, Books 753.67; Midwest Alarm Co, Services 94.35; Minnesota Municipal Util Assn, Leadership Academy 975.00; Niche Academy LLC, Annual Subscription 1,000.00; Northwestern Energy, Utilities 390.14; O Reilly Automotive Inc, Wiper Blades 33.86; OCLC Inc, Cataloging and Metadata Subscription 385.48; Office Peeps Inc, Paper/Toner/Janitorial Supplies 766.30; One Stop, Fuel 201.98; Penguin Random House LLC, Book 67.50; Porta Pros Inc, Toilet Rental 142.00; Pro Garage Door, Shop Garage Doors 15,505.00; RC First Aid, First Aid Supplies 31.50; Runnings Supply Inc, Tool Kit/Tools 896.56; Scholastic Inc Education, Books 63.10; SD One Call, Services 136.57; Streichers Inc, Uniform Shirt/Trousers 119.98; Stuart Irby Tool Co, Elbows 17,212.00; Sturdevants Madison Inc, Backup Camera 179.98; Sweetman Construction Co, Asphalt 2,006.90; Talk The Tee, T-Shirts/Decals 105.00; Timmer Supply Co, Faucet/Parts 101.46; Titan Machinery-Sioux Falls, Back Hoe RH Upper Window 153.60; Tyler Technologies Inc, Advanced Scheduling 637.50; USA Blue Book, Chemicals 248.30; Valiant Living Inc, Contracted Expenses 5,096.00; Vandenhemel/Chad, Meal Reimbursement 28.00; Wesco Distribution Inc, Inventory/Materials 151.74; Wheelco Brake & Supply Inc, Filters 302.88; Xtreme Wash LLC, PD Car Washes, 193.57.

Payroll Bills for Ratification – November 10, 2022

AFLAC 3,351.96; Delta Dental 5,978.64; Health Pool of South Dakota 38,320.77; IRS-EFTPS 37,348.34; Local Union #426, IBEW 428.00; Office-Child Support Enforce 1,182.96; SD Retirement System 20,813.72; SD Retirement System 3,065.00; Teamsters Local No 120 738.00.

Personnel

Murray, Emma 10.56/hr; London, Grant 12.00/hr; Barkmeier, Lucas 12.00/hr; Hill, Luke 24.32/hr; Oftedal, Hayden 13.00/hr; Severs, Gabe 13.00/hr; Olson, Wyatt 13.00/hr.

Under Old Business, motion by Commissioner Shaw, seconded by Corbin to approve Ordinance No 1651 – Amend Appendix B Zoning Section 17.02. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Shaw to approve Ordinance No 1653 –2023 Appropriations. Motion carried.

Under New Business, Motion by Commissioner Corbin, seconded by Commissioner Shaw Authorize Mayor to sign Agreement with SD Dept. of Public Safety Office of Emergency Management. Motion carried.

Motion by Commissioner Shaw, seconded by Commissioner Corbin to Adopt Resolution 2022-50 – Approve Creation by Lake County of TIF District #6 within the City of Madison. There was a request by City Administrator Berreth to have a joint meeting between the city and the county to discuss the bypass. Motion carried.

Motion by Commissioner Dybdahl, seconded by Shaw to Adopt Resolution 2022-51 – Amend Employee Compensation for 2022 – Library Department. Motion carried.

Motion by Commissioner Corbin, seconded by Commissioner Wire to Adopt Resolution 2022-52 – Establish Employee Compensation for 2023 – Salary Resolution. Motion carried.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to Authorize Mayor to Sign Change Order No. 3 – Winter Contracting, Inc. – NW 9th St/Union Ave Reconstruction. Motion carried.

Director Ryan Hegg gave an update on the status of the Madison System Improvement Projects

City Administrator Berreth announced there are two Community Center Board openings for 2023. Next Regular Meeting will be December 5, 2022.

Motion by Commissioner Shaw, seconded by Commissioner Wire, to Adjourn at 6.09pm. Motion carried unanimously.

/s/Sonya Wilt
Finance Officer

Published once at the approximate cost of \$__.



Madison, SD

Vendor Publication Report

Payment Date Range: 11/25/2022 - 11/28/2022

Vendor Name	Vendor Number	Total Payments
HEALTH POOL OF SOUTH DAKOTA	000505	38,320.77
IRS-EFTPS	005583	51,304.41
OFFICE-CHILD SUPPORT ENFORCE	005096	1,564.40
SD RETIREMENT SYSTEM	000136	27,045.52
SD RETIREMENT SYSTEM	005898	3,065.00
	Grand Total:	<u>121,300.10</u>

CITY OF MADISON
PERSONNEL
December 2022

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
Swanson, Mike	11/7/2022	TEMP	PT<20	15.71	15.71	General Laborer
Corbin, Mackaben	12/1/2022		PT<20		12	Lifeguard
Hively, Wiatt	12/7/2022	FT	FT	22.85	24.91	Lineworker Apprentice



Banner Associates, Inc.
2307 W 57th St, Ste 102
Sioux Falls, SD 57108
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

November 29, 2022

Ryan Hegg
City of Madison

RE: Madison Water System Improvements Phase 1A and Phase 1B – Contract Completion Dates

Mr. Hegg:

As construction for this season nears an end, the following information is a review of the construction contracts and project status regarding the Madison Water System Improvements Phase 1A and Phase 1B projects.

Phase 1A Contract Dates

Substantial Completion: July 1, 2022

Final Completion: August 1, 2022

Liquidated Damages: Interim/Substantial = \$1,600/working day; Final = \$800/working day

Phase 1B Contract Dates

Interim Completion: October 1, 2021

Substantial Completion: October 1, 2022

Final Completion: November 15, 2022

Liquidated Damages: Interim/Substantial = \$1,700/working day; Final = \$850/working day

Phase 1A Discussion:

The Phase 1A project has met substantial completion and a preliminary punch list of items to be completed was provided to J&J Earthworks on December 22, 2021. There was no work performed on the punch list items throughout the 2022 construction season and an updated punch list was provided to J&J Earthworks on November 11, 2022.

Total potential working days accumulated to December 5, 2022, beyond the Final Completion Date of August 1, 2022 = 87 days

Through review of the contract and project status, the following are potential actions that could be considered on this contract:

- A) Assess liquidated damages for the working days that have accumulated beyond the Final Completion Date of August 1, 2022. We would recommend that a winter shutdown agreement be coordinated with the contractor and continue the working day count when weather is appropriate in the 2023 construction season.
- B) Change the Final Completion Date to allow the work to be completed during the 2023 construction season. We would recommend a date of June 15, 2023. We would also recommend that a winter shutdown agreement be coordinated with the contractor. Liquidated Damages could be considered if work is not completed by the modified final completion date.



Page 2

Phase 1B Discussion:

The Phase 1B project has not met interim completion or substantial completion requirements. The contractor has completed all underground utilities on this project but has not complete the final surfacing work. A figure identifying remaining surfacing work to be completed is attached to this letter. The incomplete surfacing work is highlighted in red.

Total potential working days accumulated between the Interim Completion Date of October 1, 2021 and the Substantial Completion Date of October 1, 2022 = 255 days

Total potential working days accumulated to December 5, 2022, beyond the Substantial Completion Date of October 1, 2022 = 43 days

Through review of the contract and project status, the following are potential actions that could be considered on this contract:

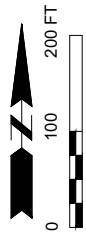
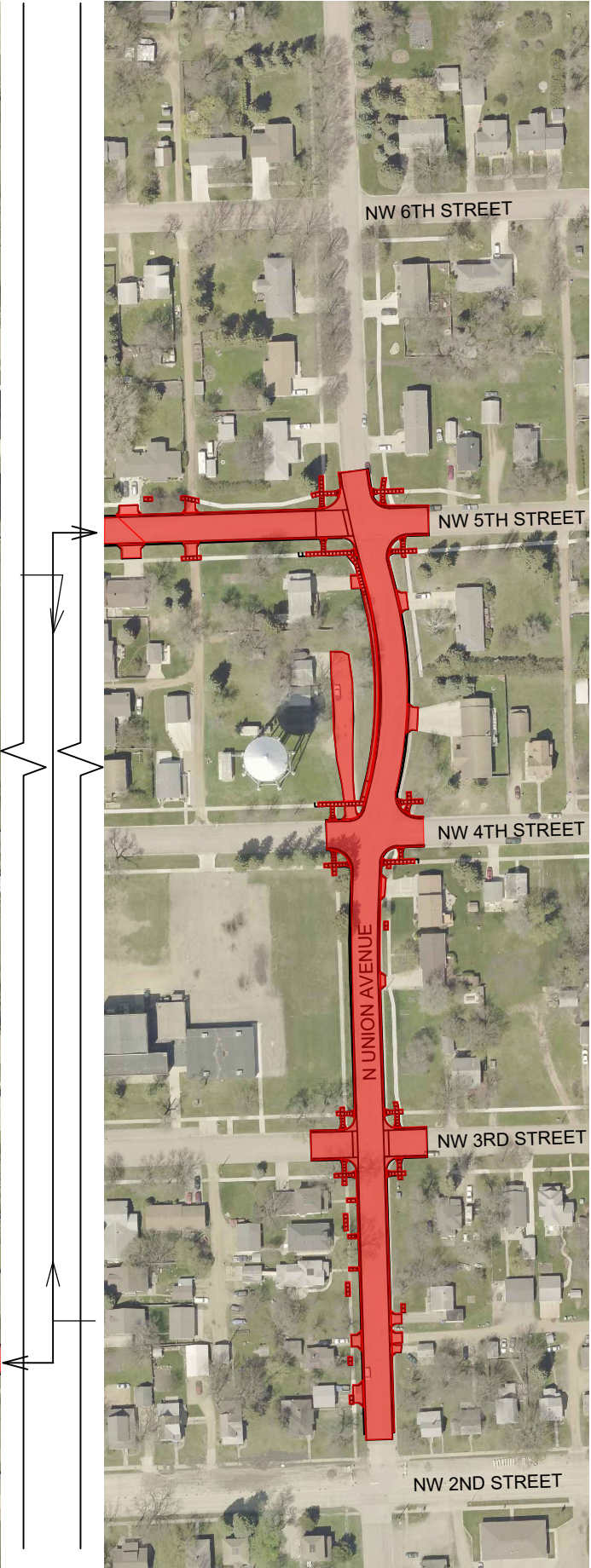
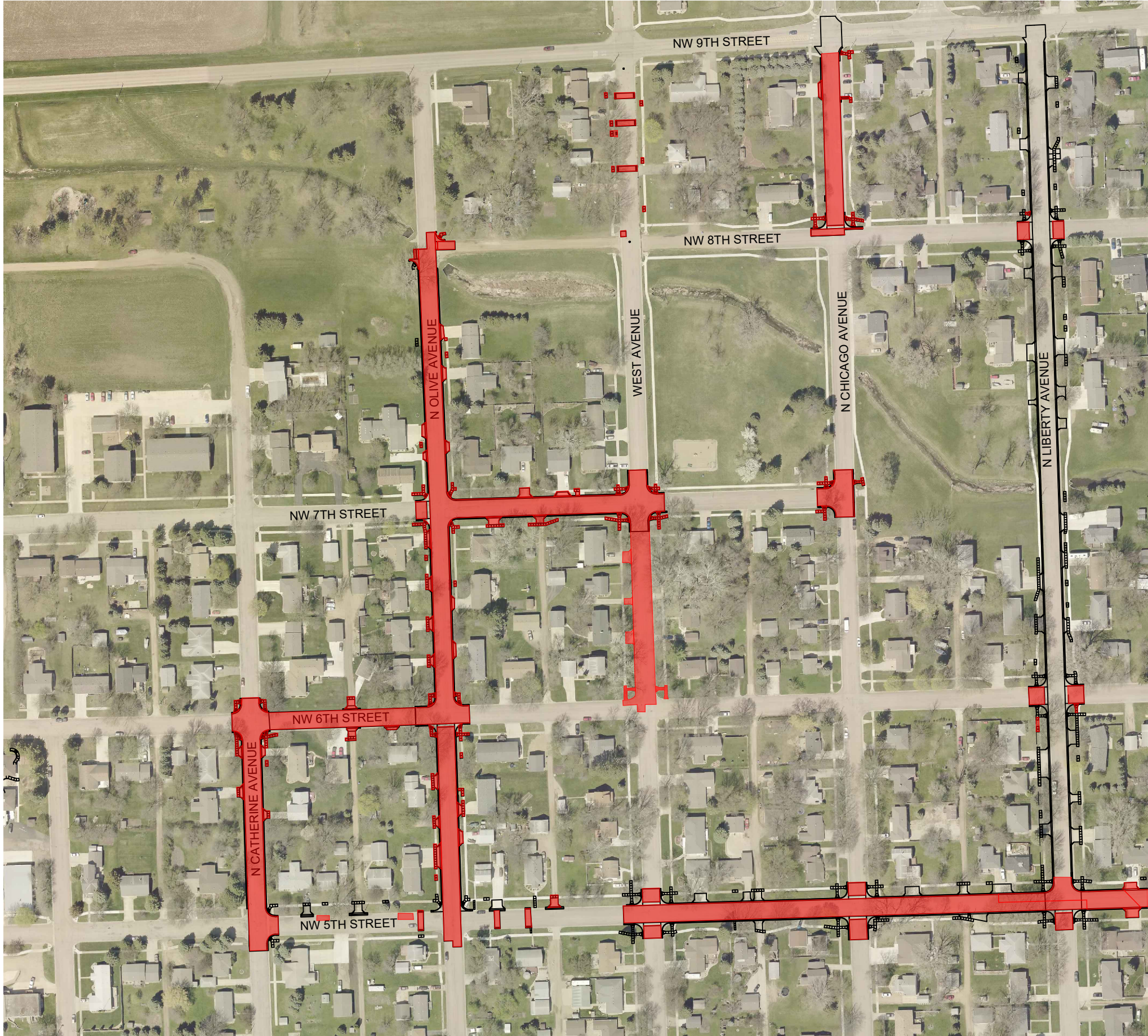
- A) Assess liquidated damages for the working days that have accumulated beyond the Interim Completion Date of October 1, 2021. I would recommend that a winter shutdown agreement be coordinated with the contractor and continue the working day count when weather is appropriate in the 2023 construction season.
- B) Change the Interim Completion Date to October 1, 2022 and assess liquidated damages for the working days that have accumulated beyond the Substantial Completion Date of October 1, 2022. I would recommend that a winter shutdown agreement be coordinated with the contractor and continue the working day count when weather is appropriate in the 2023 construction season. Final Completion liquidated damages could be considered after the project has reached substantial completion.
- C) Change the Interim, Substantial and Final Completion Date to allow the work to be completed during the 2023 construction season. I would recommend an Interim and Substantial Completion date of June 15, 2023, with a Final Completion date of August 1, 2023. I would recommend that a winter shutdown agreement be coordinated with the contractor. Liquidated Damages could be considered if work is not completed by the modified final completion date.

The potential actions suggested in both contracts are provided to assist with discussions on assessing liquidated damages or modifying contract dates. The working day counts provided are calendar based with no consideration of potential project delays or weather delays. In an effort to assist with moving these projects forward and coordinate with the contractor, we would request direction from the City of Madison on what actions or non-action you would like to take on the referenced construction contracts. Once direction is provided, we will follow up with the contractor and city staff to discuss and prepare documents for commission approval if necessary.

Sincerely,

A handwritten signature in black ink, appearing to read "Weston J. Blasius".

Weston J. Blasius, PE
Banner Associates, Inc.



PROJECT / SHEET TITLE:
MADISON WATER SYSTEM IMPROVEMENTS PHASE 1B
PROPOSED IMPROVEMENTS MAP

REV.

DATE

DESCRIPTION

MADISON, SOUTH DAKOTA

REGISTERED PROFESSIONAL ENGINEER
REG. NO.
12452
WESTON JAMES BLASIUS
SOUTH DAKOTA

JOB No.: 22831.00
DATE: NOVEMBER 2020
DESIGNED BY: WJB
CHECKED BY: NCE
DRAWN BY: CKM

0 1/2" 1"
SCALE REDUCTION BAR

SHEET No.:
A-6

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**MADISON WATER SYSTEM
IMPROVEMENTS PROJECTS UPDATE
DECEMBER 5, 2022**



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

NW 9th Street from Highland Avenue to Park Creek

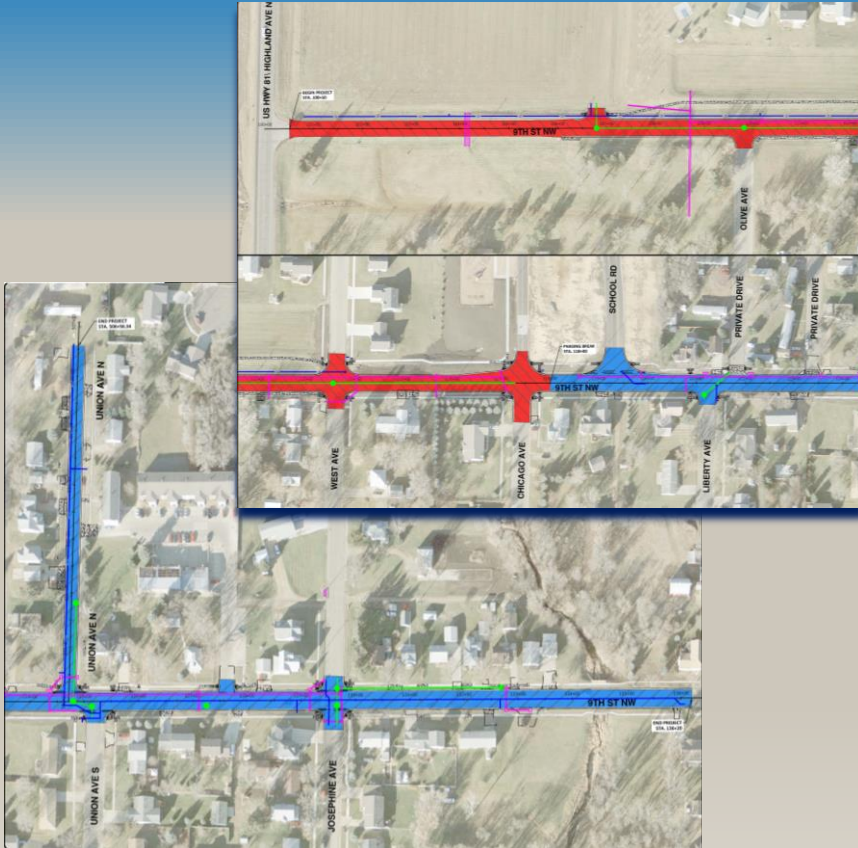
N Union Ave. from NW 9th Street to Deadend

Work Completed:

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

Work Remaining:

- Curb and Gutter
- Asphalt surfacing
- Sidewalks
- Seeding
- Temporary signage/permanent signage



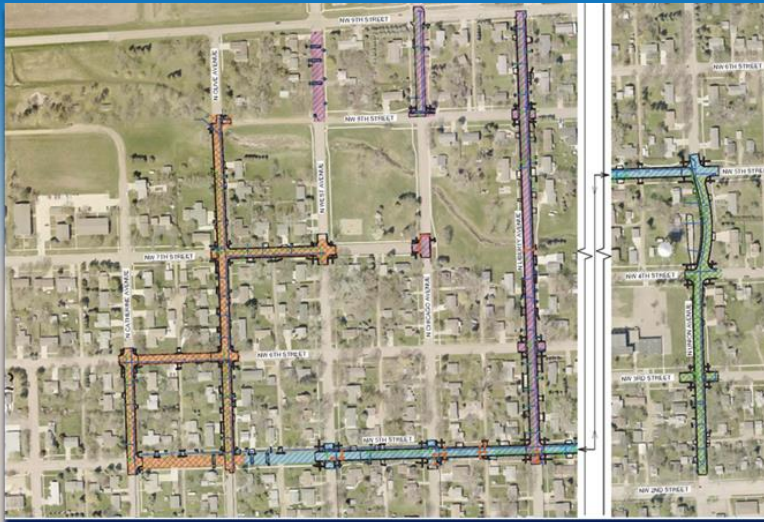
RD Phase 1A and 1B

1A 23 block project area:

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

1B 21 block project area:

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



Major Work Completed:

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

Major Work Remaining:

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

RD Phase 2

20 block project area:

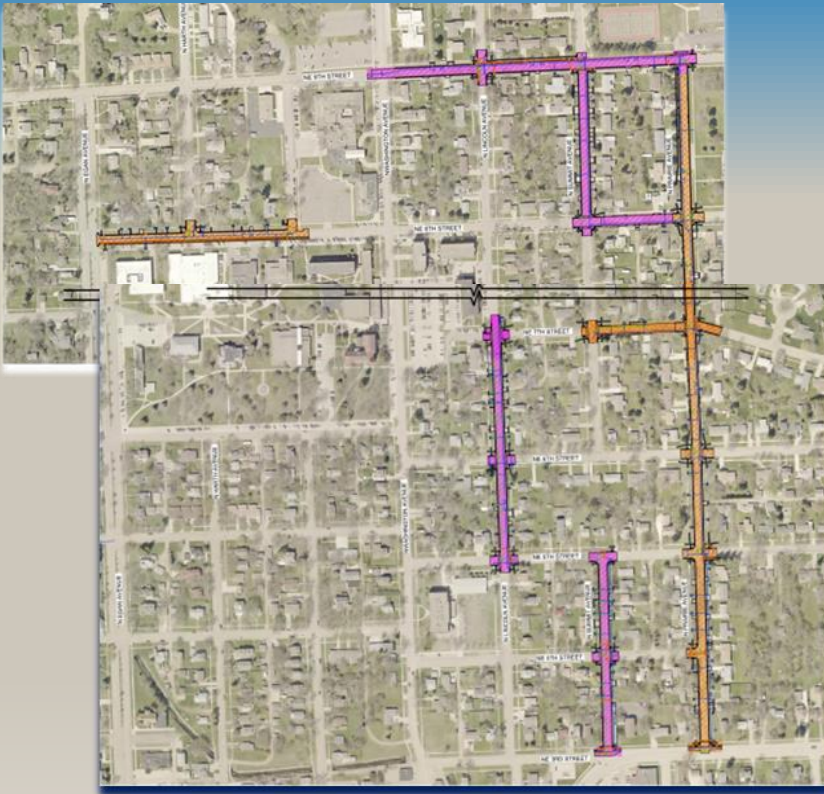
NE 9th Street from Washington Ave to Prairie Ave,
NE 8th Street from Egan Ave to Lee Ave
and Summit Ave to Prairie Ave,
NE 7th Street from Summit Ave to Prairie Ave,
Lincoln Ave from NE 5th Street to NE 9th Street,
Summit Ave from NE 3rd Street to NE 5th Street
and 8th Street to 9th Street,
Prairie Ave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

Major Work Completed:

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

Major Work Remaining:

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



Water Tower

Major Work Completed:

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

Major Work Remaining:

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



ORDINANCE NO. 1654

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF MADISON, SOUTH DAKOTA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED by the City Commission of the City of Madison, South Dakota:

Section 1. The Code entitled "Revised Ordinances of Madison, South Dakota" (being an ordinance in revision of prior ordinances) published by Municode, consisting of chapters 1 through 46, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before April 18, 2022, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine established by resolution unless required to be set by ordinance, or imprisonment not to exceed 30 days, or any combination thereof. Except as otherwise provided: (i) With respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense; and (ii) With respect to violations that are not continuous with respect to time, each act constitutes a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after April 18, 2022, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Dated this ____ day of December, 2022

CITY OF MADISON

Mayor

ATTEST:

Finance Officer

1st Reading:

2nd Reading:

Published:

Effective:

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City of Madison Board of Commissioners, held on the day of December, 2022.

Finance Officer

AGREEMENT FOR LEGAL SERVICES

This Agreement is made and entered into between the law firm of Jencks Law, P.C., 121 North Egan, PO Box 442, Madison, South Dakota, 57042 (hereinafter “The Firm”) and the City of Madison, South Dakota (“City”).

RECITALS

A. The City desires to retain Firm to discharge the duties of the office of City Attorney and to designate a member of the Firm as City Attorney.

B. The Attorneys of the Firm are duly licensed under the laws of the State of South Dakota and are fully qualified to discharge the duties of the office of the City Attorney and to provide the services contemplated by this Agreement.

Now, therefore, the parties hereto agree as follows:

1. Scope of Services and Term.

A. The Firm shall discharge the duties of the office of City Attorney of the City of Madison, South Dakota and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the City of the kind and nature typically provided for in the City of Madison Municipal Code. Except where conflict of interest rules require otherwise, the Firm shall supervise the activities of all other counsel retained by or for the City and shall review such work on behalf of the City.

B. The legal services to be provided by the Firm shall consist of those set forth in Exhibit “A” attached hereto and shall be billed at the rates set forth therein. The Firm serves at the pleasure of the City Commission and City reserves the right to review this Agreement and terminate the same upon sixty (60) days’ notice to the Firm. The Firm may also terminate this agreement upon sixty (60) days’ notice to the City.

C. The term (“Term”) of this Agreement shall be Two (2) years commencing on January 1, 2023 and ending on December 31, 2024.

2. **Designation of City Attorney.** David J. Jencks is designated as City Attorney. Jencks Law, P.C., is designated as the attorney of record for the City. Carrie Sanderson and Lori Stanford are each designated as Assistant City Attorney for the City. The parties understand and agree that the Firm may internally delegate and assign duties under this Agreement in its sole discretion.

3. Billing Procedures and Monthly Statements.

A. The Firm shall submit to the City a statement of professional services within four (4) days upon request. The Parties acknowledge that the flat monthly fee shall be paid in the first 10 days of each month such fee is due. The City will not be liable for interest or finance charges

although persistent late payment shall be a basis for the Firm to review or terminate its' relationship with the City.

B. The Firm will bill the City for actual, out-of-pocket expenses such as, but not limited to, clerk filing fees, register of deeds filing fees, record searches, authorized travel, filing fees, duplication, postage, specialized computerized legal research and similar out-of-pocket expenses. Photocopies in excess of 200 copies per month and shall be billed at a rate of \$0.10 per page. All expenses will be billed at cost, without markup. The Firm will not charge the City for routine computerized legal research, but will pass to the City at cost without markup, its costs for specialized databases outside the Firm's computerized research provider when necessary and upon written notice.

4. **Resolution of Fee Disputes.** The City and Firm agree to use a mutually agreeable mediator upon any fee disputes. In the event that mediation fails, the parties agree to submit to binding arbitration in Lake County to be conducted by an American Arbitration Association arbitrator in accordance with its commercial arbitration rules.

5. **Term of This Agreement.** This Agreement shall be effective as of January 1, 2023, and shall terminate on December 31, 2024, and shall be and remain in full force and effect until such time unless earlier terminated pursuant to section 1(B) of this Agreement.

6. **Termination of This Agreement.** The City has the right to terminate Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm of at least 60 days' notice prior to termination. The Firm may also terminate this Agreement upon 60 days' notice to the City. In either circumstance, City agrees to secure new counsel as quickly as possible and City and Firm agree to cooperate fully in the substitution of new counsel, including the transfer of files. Notwithstanding the termination of the Firm's representation, City will remain obligated to pay to the Firm all fees and costs incurred prior to the date of termination and through the month in which the termination is effective.

7. **Files and Records.**

A. All legal files of the firm pertaining to the City shall be and remain the property of the City. The Firm and City will work together and consult on a case by case basis as to the location of original documents during the term of this Agreement with the party not retaining the original retaining at least one copy of such document(s).

B. The Firm shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. The City shall have the right to access and examine such records, without charge, during normal business hours. The City shall further have the right to keep all original documents and to audit and copy such records, transcripts and other data in the Firm's files.

8. **Modifications to This Agreement.** Unless otherwise provided in this Agreement, modifications related to the nature, extent or duration or the Firm's professional services to be rendered hereunder shall require the prior written approval of the City Commission. Any such

written approval shall be deemed to be a supplement of this Agreement and shall specify any changes in the scope of services and the agreed upon billing rates to be charged by the Firm and paid by the City.

9. **Independent Contractor.** No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the City. The Firm and its members shall not be entitled to participate in any pension plan, (including without limitation, the South Dakota Retirement System), insurance, bonus or other similar benefits provided to city employees.

10. **Nondiscrimination.** In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, sex, gender, gender identification, sexual orientation, national origin, medical condition, or any other unlawful basis.

11. **Assignment and Delegation.** This Agreement contemplates the personal professional services of the Firm. Neither this Agreement nor any portion thereof shall be assigned or delegated without prior written consent of the City. Delegation to attorneys outside the firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest or where the City has insurance defense coverage or the Firm gives notice it does not possess the expertise to competently perform services in a particular practice area. Delegation shall not be made without prior written approval of the City. The Firm shall supervise delegated work, except where precluded from doing so by virtue of conflict of interest or where otherwise agreed to by the parties hereto. It is contemplated that the firm will delegate the duties under this Agreement amongst three attorneys in the Firm and City understands and agrees to such internal delegation.

12. **Insurance.**

A. The Firm currently maintains in full force and effect a professional liability policy which provides coverage in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. The City agrees to provide primary professional liability coverage to the firm for acts contemplated under this Agreement and for any damages or losses suffered by the City as a result of any error, omission or neglect by the firm which arises out of its professional services in an amount no less than \$250,000.00 per occurrence and \$500,000.00 aggregate. The Firm's insurance shall be secondary to the City's insurance policy for services rendered by the City Attorney under this Agreement and appointment.

B. The Firm currently maintains worker's compensation insurance in accordance with South Dakota law.

13. **Conflicts of Interest.** The Firm and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions for attorneys as adopted in the state of South Dakota.

14. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such term or provision shall be stricken or amended to, and solely to, the extent necessary to cure such invalidity or unenforceability in its amended form and shall then be enforceable. In such event the remainder of this Agreement or application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent as permitted by law.

15. **Entire Agreement.** This Agreement, together with Exhibit A hereto, shall constitute the full and complete Agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of any party hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of _____, _____.

CITY OF MADISON

By: _____

Roy Lindsay, Jr.
Mayor

ATTEST:

Sonya Wilt
City Finance Officer

JENCKS LAW, P.C.

By: _____

David J. Jencks
President

Exhibit A

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

1. General Legal Services. The general legal services to be provided by the Firm on an ongoing basis to the City shall include the following:

- (a) Provide routine legal assistance, advice and consultation to the City Commission and to city staff relating to general legal, policy and operational issues.
- (b) Provide, occasionally draft, and review legal opinions, ordinances, resolutions, agreements, and related documents.
- (c) Attend meetings of the City Commission and such meetings of the Planning Commission and other boards and commissions of the City as may from time to time be requested or specified by the City.
- (d) Monitor pending state and federal legislation or regulations and new case law as appropriate.
- (e) Perform such other or additional general legal services as may be requested by the City, acting by and through the City Commission, City Administrator, or Mayor.
- (f) Administer contracts that the City may have with other consultants, legal counsel or insurers.
- (g) Be reasonably available for regular telephone, personal meeting and office hours as requested by the City.
- (h) Perform all other such duties of the office of the City Attorney as provided for in the Madison Municipal Code and as reasonably requested by the Mayor, City Commission or City Administrator.
- (i) Attend and act as prosecuting attorney in Lake County Magistrate Court for all City of Madison prosecutions.
- (j) Code enforcement litigation.

The general legal services specified in this Paragraph 1 of this Exhibit A shall be provided at a flat monthly rate of \$5,500.00 per month payable before the 10th of each month.

2. Litigation Services. The Firm will provide litigation services to the City in any and all matters assigned by the City as follows:

- (a) In the event that the City has insurance defense related coverage, plaintiff's claim related coverage, or the City hires other outside counsel, the Firm will work as co-counsel

with such counsel and oversee the coordination of activities, communication with the City Commission.

(b) The Firm will conduct litigation wherein the City is a Plaintiff in civil matters, excluding code enforcement proceedings, at an hourly rate of \$150.00 billed in tenth hour (.10) increments in monthly statements.

(c) The Firm will conduct civil litigation wherein the City has been named a Defendant and insurance defense coverage is not available or the City otherwise elects to have the Firm act as primary counsel at an hourly rate of \$200.00 per hour billed in tenth hour (.10) increments in monthly statements. This sort of litigation would include, but is not limited to, those lawsuits wherein the City of Madison has been named as a Defendant and either insurance coverage is not available and/or the City Commission requests the City Attorney act as primary counsel on such matter(s).

3. Real Estate and Loan Closings. The Firm will administer City loan closings for a flat fee of \$750.00 per loan closing. The Firm will administer real estate closings for a flat fee of \$500.00 per closing. The Firm will administer FEMA flood buyout closings for a flat fee of \$950.00.

4. Union Related Matters. The Firm will bill \$150.00 per hour billed in tenth hour (.10) increments in monthly statements for all Union related work after a letter of impasse is tendered or received outside of discussion at regular City Commission Meetings and routine consultation with the City Administrator or members of the City Commission. By way of example and not limitation, this work will include representation in Unfair Labor allegations proceedings, Conciliation, Fact Finding proceedings, and the like. Once any related Union matter reaches the state of impasse and administrative proceedings, the Firm will provide City with email notice that all further related matters will be billed on an hourly basis as set forth hereinabove.

RESOLUTION NO. 2022-53

A RESOLUTION TO DECLARE THE NECESSITY FOR SIDEWALK REPAIR IMPROVEMENT 2023

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

That the City hereby declares the necessity of repairing and reconstructing sidewalks within the City of Madison located in front of and abutting upon the following described properties as noted below:

1. Lot Two (2) in Block Three (3) of Windsor Estates First Addition to Madison Lake County, SD; Approximately 397 Square Feet, 7 Instances
2. The West 86 Feet of the East 186 Feet in Block Five (5) in the North Madison, Lake County, South Dakota; Approximately 95 Square Feet, 5 Instances
3. Lot Seven (7) in Block Five (5) of Garner's First Addition to Madison, Lake County, SD; Approximately 24 Square Feet, 1 Instance
4. The South 70 feet of the East 100 feet of Block Five (5) of North Madison, Lake County, SD; Approximately 70 Square Feet, 1 Instance
5. The North 55.5 feet of the East 100 feet of Block Five (5) in North Madison, Lake County, SD; Approximately 155 Square Feet, 4 Instances
6. Lot 4 in Block 3 of McDonald's Sixth Addition to Madison, Lake County, South Dakota; Approximately 47 Square Feet, 2 Instances
7. The East Sixty-Eight (E 68') Feet of Lots One (1) Through Four (4) in Block Two (2) of Willard's Addition to The City of Madison, County of Lake, State of South Dakota; Approximately 28 Square Feet, 1 Instance
8. Lot 1 in Block 4 of Northland Heights Addition, Lake County, South Dakota; Approximately 47 Square Feet, 1 Instance
9. Lot One (1) and the North 10 feet of Lot Two (2) in Block Three (3) of Garner's First Addition to Madison, Lake County, SD; Approximately 223 Square Feet, 2 Instances
10. Lots One (1) to Six (6) inclusive, in Block One (1), Baldwin's Addition to Madison; and Lots One (1), Four (4), Five (5), and Eight (8), Block One (1), Willard's Addition to Madison; Approximately 108 Square Feet, 3 Instances
11. Lot One (1) in Block Six (6) of Baldwins Addition to Madison, Lake County, South Dakota; Approximately 56 Square Feet, 1 Instance
12. The Northeast Quarter (NE 1/4) of Section Twenty-Seven (27), Township One Hundred Seven (107) North, Range Fifty-One (51), West of the 5th PM, Lake County, South Dakota; Approximately 48 Square Feet, 1 Instance
13. Lot Four (4) in Block One (1) of Schwebach's 2nd Addition to Madison, Lake County, SD; Approximately 38 Square Feet, 2 Instances
14. Lot One (1) and the South Two Feet (S 2') of Lot Two (2) in Wiedenman's Extension to Madison, Lake County, SD; Approximately 93 Square Feet, 1 Instance

15. The South 60 feet of Block One (1) of Garner's First Addition to Madison, Lake County, SD; Approximately 14 Square Feet, 1 Instance
16. Lot One (1) in Block Two (2) of Gulbranson Second Addition to the City of Madison, Lake County, South Dakota; Approximately 24 Square Feet, 1 Instance
17. Lot Six (6) and Seven in Block One (1) of Wiedenman's Resubdivision of Block Two (2) and Five (5), Baldwin's Addition and Block One (1) of Baldwin's Second Addition to Madison, Lake County, South Dakota; Approximately 70 Square Feet, 1 Instance
18. Lot Four (4) of Wiedenman's Second Extension to Madison, Lake County, SD; Approximately 24 Square Feet, 1 Instance
19. Lot Five (5) in Block One (1) of Wiedenman's Resubdivision of Blocks Two (2) and Five (5) in Baldwin's Addition and Block One (1) of Baldwin's Second Addition to Madison, Lake County, South Dakota; Approximately 24 Square Feet, 1 Instance
20. Lot Seven (7) in Block Two (2) of Schwebach's Second Addition to Madison, Lake County, SD; Approximately 47 Square Feet, 1 Instance
21. Lot One (1) of Block One (1) of Schwebach's Second Addition to Madison, Lake County, SD; Approximately 57 Square Feet, 3 Instances
22. Lot Seven (7) of Wiedenman's Second Extension to Madison, South Dakota; Approximately 56 Square Feet, 1 Instance
23. Lot Four (4) in Block One (1) of Weidenman's Resubdivision of Blocks Two (2) and Five (5) of Baldwin's Addition and Block One (1) of Baldwin's Second Addition to Madison, Lake County, SD; Approximately 70 Square Feet, 1 Instance
24. Lot 8 in Block 1 of Schwebach's Second Addition to Madison, Lake County, South Dakota; Approximately 24 Square Feet, 1 Instance
25. Lot Eight (8) in Block Two (2), Schwebach's Second Addition to Madison; Approximately 24 Square Feet, 1 Instance
26. The South Sixty Feet (S 60') of Lot Two (2) and all of Lot Three (3) of Wiedenman's Second Addition to Madison, SD; Approximately 14 Square Feet, 1 Instance
27. Lot Three (3) in Block One (1) of Wiedenman's Resubdivision of Blocks Two (2) and Five (5), Baldwin's Addition and Block One (1), Baldwin's Second Addition to Madison, Lake County, South Dakota; Approximately 24 Square Feet, 1 Instance
28. Lot One (1) in Block Three (3) of Schwebach's Second Addition to Madison, Lake County; Approximately 24 Square Feet, 1 Instance
29. Lot 1 and the North Ten Feet (N 10') of Lot 2 of Wiedenman's Second Extension to Madison, Lake County, South Dakota; Approximately 187 Square Feet, 2 Instances
30. Lots One (1), Two (2), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Seventeen (17), and Eighteen (18), Block Two (2), Rentz Addition to Madison; Approximately 186 Square Feet, 1 Instance

31. Lot 7 in Block 2 of McDonald's Eighteenth Addition to Madison, Lake County, South Dakota; Approximately 61 Square Feet, 2 Instances
32. Lot Four (4) in Block Four (4) of McDonald's Seventh Addition to Madison, Lake County, SD, and Lot 4A of the Plat of Lot 4A of Block Four (4) of McDonald's Eleventh Addition to Madison, Lake County, SD; Approximately 70 Square Feet, 2 Instances
33. Lot Thirteen (13) of Block Two (2) of McDonald's Eighth Addition to Madison, Lake County, South Dakota; Approximately 165 Square Feet, 3 Instances
34. Lot Eight (8) in Block Three (3) of McDonald's Addition to Madison, Lake County, South Dakota; Approximately 24 Square Feet, 1 Instance
35. Lot Four (4) in Block Two (2) of Miller's First Addition to Madison, Lake County, SD; Approximately 118 Square Feet, 3 Instances
36. Lot Five (5) in Block Two (2) of Miller's First Addition to the City of Madison; Approximately 48 Square Feet, 2 Instances
37. Lot Thirteen (13) in Block Three (3) of McDonald's 20th Addition to Madison, Lake County, SD; Approximately 48 Square Feet, 2 Instances
38. Lot Eight (8) in Block Four (4) of McDonald's Fifteenth Addition to Madison, Lake County, South Dakota; Approximately 24 Square Feet, 1 Instance
39. Lot Twenty-seven (27) in Block One (1) of McDonald's Ninth Addition to Madison, Lake County, South Dakota; Approximately 47 Square Feet, 1 Instance
40. Lot Eleven (11) in Block Three (3) of Windsor Estates First Addition to Madison, Lake County, SD; Approximately 70 Square Feet, 2 Instances
41. Lot Ten (10) in Block Three (3) of Windsor Estates First Addition to Madison, Lake County, SD; Approximately 94 Square Feet, 4 Instances
42. Lot Twelve (12) EXCEPT the East 5 feet thereof, in Block One (1) of Windsor Estates First Addition to Madison, Lake County, SD; Approximately 24 Square Feet, 1 Instance
43. Lot Nine (9) in Block Three (3) of Windsor Estates First Addition to Madison, Lake County, SD; Approximately 24 Square feet, 1 Instance
44. Lot Ten (10) in Block One (1) of Windsor Estates First Addition to Madison, Lake County, SD; Approximately 141 Square Feet, 4 Instances
45. Lot 5, Block 3 of Windsor Estates First Addition to Madison, Lake County, South Dakota; Approximately 24 Square Feet, 1 Instance
46. Lot 4 and the South 9 feet of Lot 5 in Block 4 of Muggly Second Addition to Madison, and the East Half of the Vacated Alley lying adjacent thereto, Lake County, South Dakota; Approximately 93 Square Feet, 1 Instance
47. Lot Fourteen (14), Block One (1), Northland Heights Addition to Madison, Lake County, South Dakota; Approximately 93 Square Feet, 2 Instances

48. Lot 8 of Hanneman's Addition to the City of Madison, Lake County, South Dakota; Approximately 47 Square Feet, 1 Instance
49. Lot Six (6) except the East 30 Feet thereof, and all of Lot Seven (7) in Block One (1) of Muggly Addition to Madison, Lake County, South Dakota; Approximately 24 Square Feet, 1 Instance
50. All of Block 2 in Walker's First Addition to Madison, Lake County, South Dakota; Approximately 47 Square Feet, 1 Instance
51. The East 70 feet of Lot Seven (7) in Block One (1) of the Plat of Blocks One (1), Two (2), Three (3) and Four (4) of Northland Heights Addition to the City of Madison, Lake County, SD; Approximately 47 Square Feet, 1 Instance
52. Blocks Three (3), Four (4), Five (5), and Six (6), Beardsley's Addition, City of Madison, Lake County, South Dakota, and The North 720 feet of the East One Half (E1/2) of the West 1504 feet of the North 720 feet of the East One -Half (E1/2) of the West 1504 feet of the South 1473 feet of the Northwest One-Quarter (NW1/4) of Section Five (5) Township One Hundred Six (106) Range Fifty-Two (52) Lake County, South Dakota; Approximately 24 Square Feet, 1 Instance
53. High School Addition to the City of Madison described as the East 1484' of the West 2236' of the South 753' of the NW1/4 of Section 5-T106N-R52W of the 5th P.M., Lake County, South Dakota; Approximately 374 Square Feet, 2 Instances
54. The North 720 feet of the South 1473 feet of the West 692 feet of that part of Kinney's Subdivision of the Northwest Quarter (NW1/4) of Section Five (5) in Township One Hundred Six (106) North of Range Fifty Two (52) West of the 5th P.M., situated in the East Half of the Northwest Quarter of Section 5 above, containing 11.44 acres more or less; Approximately 24 Square Feet, 1 Instance
55. Lot One (1) and the North 33 Feet of Lot Two (2) and the West Half (W1/2) of the adjacent vacated alley in Block Three (3) of Walker's First Addition to Madison, Lake County, South Dakota; Approximately 37 Square Feet, 1 Instance

Storm Damage

1. The South 130 feet of Lots Nineteen (19) and Twenty (20), Block Eight (8), Town Proprietor's Second Addition to Madison, Lake County, SD; Approximately 93 Square Feet
2. The North One Hundred Thirty Feet (N130') of the Northwest Quarter (NW1/4) of Block Three (3) of Kennedy's Extension of Madison, Lake County, South Dakota; Approximately 70 Square Feet
3. Lots Thirteen (13) and Fourteen (14) in Block Six (6) of Town Proprietor's Third Addition to Madison, Lake County, SD; Approximately 70 Square Feet

The City of Madison endeavored to notify the owners of the above-described lots and parcels of land of required sidewalk repairs by a desired deadline of November 1, 2022. Because the sidewalks were not repaired by the owners or occupants of said lots or parcels of land by the desired deadline, the City of Madison will cause the same to be reconstructed or repaired and the cost thereof assessed upon the abutting lots or parcels of land. The reconstruction or repair of the sidewalk shall also include a) the repair or reconstruction of thickened edge sidewalk adjacent to street surfacing; b) the filling of any voids beneath and/or adjacent to sidewalk; the repair of any structures beneath and/or adjacent to sidewalk; and similar such repairs and/or replacements associated

with sidewalk reconstruction or repair as directed by the City Engineer. The owners of lots set forth above shall repair sidewalk at their own expense on or before July 21, 2023. Notice of the requirement to repair and deadline for repairing is hereby provided pursuant to SDCL 21-10-6 by provision of this resolution and appurtenant correspondence.

The general nature of the construction and materials to be used are as follows:

- a. Sidewalks shall be 4 feet 8 inches in width and run the entire length of the real property. Sidewalk dimensions for repair may be greater than the aforementioned width as determined by the City Engineer.
- b. Concrete shall be a minimum of 4 inches thick and shall include aggregate customarily used in this locale for concrete that will be exposed to the elements.
- c. A gravel base course with a minimum depth of three inches shall be used.
- d. Location and grade shall be approved by the Office of the City Engineer.

Exempt from the requirement to construct sidewalk are those areas which presently have asphalt pavement marked and striped with paint or other approved materials where sidewalk would normally be located where said areas are actually designated as so herein described and where said areas are in a condition equal to the condition standards required for sidewalk.

If such sidewalk is not reconstructed or repaired in the manner and within the time prescribed hereinabove, then, pursuant to SDCL 21-10-6 the City of Madison, by this Resolution, shall cause the work to be done and the cost thereof to be assessed against the lots affronting or abutting upon the sidewalks constructed, reconstructed or repaired as provided in SDCL 9-46-2 and subsequent sections.

All work to be constructed by licensed contractors in accordance with standard City of Madison specifications which are on file and can be reviewed at the Office of City Engineer.

A copy of the resolution will be recorded at the Register of Deeds Office, Lake County, SD as a notice to all potential or actual future landowners, of present or future assessment payments on said property.

Dated this _____ day of December, 2022.

CITY OF MADISON

Mayor

ATTEST: _____

PROPOSED RESOLUTION NO. 2022-54

A RESOLUTION TO DECLARE THE NECESSITY FOR SIDEWALK IMPROVEMENT 2023

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

That the City hereby declares the necessity of constructing sidewalks within the City of Madison located adjacent to the following streets with the projected locations being as follows: -

A. Project 1 – South Side of NW 2nd Street from Highland Ave to Farmers Ave:

1. The South 183 Feet of the North 200 Feet of the West 133 Feet of Lot Six (6), County Auditor's Subdivision of the Northeast Quarter (NE1/4) of Section Twelve (12), Township One Hundred Six (106), Range Fifty-Three (53), Lake County, South Dakota, according to the recorded plat thereof. 133 linear feet of 4-inch sidewalk; estimated total costs \$5,391.
2. Lot Nine (9) of Hofer's Subdivision of part of Lot Six (6), County Auditor's Subdivision of the Northeast Quarter (NE1/4) of Section Twelve (12), Township One Hundred Six (106), Range Fifty-Three (53). 214 linear feet of 4-inch sidewalk; estimated total costs \$8,675.
3. The North One-Half (N1/2) of Lot Eight (8) of Hofer's Subdivision of a part of Lot Six (6) of County Auditor's Subdivision of the Northeast Quarter (NE1/4) of Section Twelve (12), Township One Hundred Six (106) North, Range Fifty-Three (53), West of the 5th P.M., Lake County, South Dakota; and the South One-Half (S 1/2) of Lot Eight (8) of Hofer's Subdivision of a part of Lot Six (6) of County Auditor's Subdivision of the Northeast Quarter (NE1/4) of Section Twelve (12), Township One Hundred Six (106) North, Range Fifty-Three (53), West of the 5th P.M., Lake County, South Dakota; 145 linear feet of 4 inch sidewalk; estimated total costs \$5,878.
4. Lot 7 of Hofer's Subdivision of part of Lot 6, County Auditor's Subdivision of the NE 1/4 of Section 12, Township 106 North, Range 53 West of the 5th P.M., Lake County, South Dakota 145 linear feet of 4-inch sidewalk; estimated total costs \$5,878.
5. Lots Five (5) and Six (6) and the West 21 feet of Lot Four (4) of Hofer's Subdivision of part of Lot Six (6) of County Auditor's Subdivision of the Northeast Quarter (NE 1/4) of Section Twelve (12), Township One Hundred Six (106) North, Range Fifty Three (53), West of the 5th PM, Lake County, SD; 311 linear feet of 4-inch sidewalk; estimated costs \$12,607.
6. The East 37 feet of the West 58 feet, EXCEPT the South 250 feet thereof, of Lot Four (4) of Hofer's Subdivision of part of Lot Six (6) of County Auditor's Subdivision of the Northeast Quarter (NE 1/4) of Section Twelve (12), Township One Hundred Six (106) North, Range Fifty-Three (53), West of the 5th PM; 37 linear feet of 4-inch sidewalk; estimated total costs \$1,500.
7. Lot Two (2) except the South 315 Feet and except the East 34 Feet of the North 115 Feet and except Lot H-1, and the East 117 Feet of Lot Three (3), except the South 315 Feet thereof, of Hofer's Subdivision of part of Lot Six (6) of County Auditor's Subdivision of the Northeast

Quarter (NE 1/4) of Section Twelve (12), Township One Hundred Six (106) North, Range Fifty-Three (53) West of the 5th PM, In Lake County, South Dakota; 321 linear feet 4-inch sidewalk; estimated costs \$13,012.

8. The North 115 Feet (N115') of the East 34 Feet (E34') of Lot Two (2), and the North 132 (N132') of the West 81 Feet (W81') of Lot One (1), all in Hofer's Subdivision of part of Lot Six (6) of County Auditor's Subdivision of the Northeast Quarter (NE 1/4) of Section Twelve (12), Township One Hundred Six (106) North, Range Fifty-Three (53), Lake County, South Dakota, together with an interest in and to an easement creating the right of driveway over the North 132 Feet (N132') of the East 28 Feet (E28') of the West 109 Feet (W109') of said Lot One (1), except Highway right-of-way; 115 linear feet of 4-inch sidewalk; estimated total costs \$4,662.
9. Lot 5 of County Auditor's Subdivision of the Northeast Quarter (NE1/4) of Section 12, Township 106, Range 53, except Lot H-2, and Lot 1 except the North 132 Feet of the West 81 Feet thereof, of Hofer's Subdivision of Part of Lot 6 of County Auditor's Subdivision of the Northeast Quarter (NE1/4) of Section 12, Township 106, Range 53, Lake County, except Lot H—2; 175 linear feet of 4-inch sidewalk; estimated total costs \$7,094.
10. The West 250 feet of Lot One (1) EXCEPT Highway Right of Way thereof, County Auditor's Subdivision of the Northeast Quarter (NE 1/4) of Section Twelve (12), Township One Hundred Six (106) North, Range Fifty-Three (53) West of the 5th PM, In Lake County, SD; 250 linear feet of 4-inch sidewalk, total costs \$10,134.
11. East 130 feet of the West 380 feet of Lot 1, County Auditor's Subdivision NE 1/2 Section 12-106-53, in Lake County, South Dakota; 130 linear feet of 4-inch sidewalk; estimated total costs \$5,270.
12. The East 187.5 Feet of the West 567.5 Feet of Lot 1 except the North 17 Feet thereof, of County Auditor's Subdivision of the Northeast Quarter (NE1/4) of Section 12, Township 106 North, Range 53, West of the 5th P.M., in Lake County, South Dakota. 30 linear feet of 4-inch sidewalk; estimated total costs \$1,337.
13. The East 172.5 Feet of the West 740 Feet of Lot 1 except the North 17 Feet thereof, of County Auditor's Subdivision of the Northeast Quarter (NE1/4) of Section 12, Township 106 North, Range 53, West of the 5th P.M., in Lake County, South Dakota. 10 linear feet of 4-inch sidewalk, estimated total costs \$405.
14. The East 300 Feet of Lot 2 except the South 75 Feet of the East 145 Feet of Count Auditor's Subdivision of the NE 1/4 Section 12, T106N, R53W, 5th P.M. in Lake County, South Dakota; and Lot B except the East 10 Feet thereof, of the Plot of Lots "A" and "B" in Lot 1 of County Auditor's Subdivision of the NE 1/4 of Section 12, Township 106 North, Range 53, West of the 5th P.M. in Lake County, South Dakota; and Lot 1 and the East 161 Feet of Lot 5 in Clarke's Addition, Lake County, South Dakota. 70 linear feet of 4-inch sidewalk, estimated total costs \$2,837.
15. The East Ten Feet (E 10') of Lot "B" and all of Lot "A" of the Plat of Lots A & B in Lot One (1) of County Auditor's Subdivision of the Northeast Quarter (NE 1/4) of Section Twelve (12),

Township One Hundred Six (106) North, Range Fifty Three (53), West of the 5th P.M., Lake County, South Dakota. 15 linear feet of 4-inch sidewalk; estimated total costs \$608.

B. Project 2 - NE 4th Street from N Washington Avenue to N Prairie Avenue

1. The North One -Third (N1/3) of the Northeast Quarter (NE1/4) of block One (1) of North Madison in the City of Madison, Lake County, SD. 143 linear feet of 4-inch sidewalk; estimated total costs \$5,797.
2. The North Half (N1/2) of the North One-Third (N1/3) of the West Half (W1/2) of Block 8 in North Madison, Lake County, South Dakota. 143 linear feet of 4-inch sidewalk; estimated total costs \$5,797.
3. The North One-Half (N1/2) of the Northeast Quarter (NE1/4) of Block Eight (8) in North Madison, Lake County, South Dakota. 143 linear feet of 4-inch sidewalk; estimated total costs \$5,797.
4. The North 125 feet of the West 66 feet of Block Nine (9) in Fuller Bros. Addition to North Madison, Lake County, SD; 66 linear feet of 4-inch sidewalk, estimated total costs \$2,675.
5. Lot One (1) of Litch's Subdivision of a part of Block Nine (9) of Fuller Bros. Addition to North Madison, Lake County, SD. 65 linear feet of 4-inch sidewalk; estimated total costs \$2,635.
6. Lot One (1), Mary P. Clough's Subdivision of part of Block Nine (9) of Fuller Bros. Addition to North Madison, Lake County, SD; 11 linear feet of 4-inch sidewalk; estimated total costs \$446.
7. The North 82 feet of the East 143 feet of Block Nine (9) of Fuller Bros. Addition to North Madison, South Dakota; 143 linear feet of 4-inch sidewalk; estimated total costs \$5,797.
8. Lot Five (5) EXCEPT the North 10 feet, and all of Lot Six (6) of Quist's Subdivision of Block Ten (10), Fuller Bros. Addition to the North Madison, Lake County, SD. 56 linear feet of 4-inch sidewalk; estimated total costs \$2,270.
9. The North 80 feet Except the West 74 feet of the Northwest Quarter (NW1/4) in Block One (1) of North Madison, Lake County, SD. 16 Linear feet of eight-inch sidewalk; estimated total costs \$822.

C. Project 3 - N Summit Avenue from NE 3rd Street to NE 4th Street

1. The South Half of the Northeast Quarter (S1/2 NE1/4) of Block Eight (8) of North Madison, Lake County, SD; 75 linear feet of 4-inch sidewalk; estimated total costs \$3,040.
2. Lot Two (2), Lot Three (3), and Lot Four (4) of Litch's Subdivision of a part of Block Nine (9) of Fuller Bros. Addition to Madison, Lake County, SD; 18 linear feet of 4-inch sidewalk; estimated total costs \$730.

D. Project 4 - 222 N Chicago Avenue

1. Lot H1 and Lot 6 in Block 5 of Clark and McKinnon's Addition to Madison, Lake County, South Dakota; 143 linear feet of 4-inch sidewalk; estimated total costs \$5,797.
- E. The owners of lots set forth in projects one (1) – four (4) above shall construct sidewalk at their own expense on or before July 21, 2023. The City Commission may extend the deadline for installation of the sidewalk in the event a construction project, including sidewalk, is being undertaken during 2023.
- F. The general nature of the construction and materials to be used are as follows:
1. Sidewalks shall be 4 feet 8 inches in width and run the entire length of the real property.
 2. Concrete shall be a minimum of 4 inches thick and shall include aggregate customarily used in this locale for concrete that will be exposed to the elements.
 3. A gravel-based course with a minimum depth of 3 inches shall be used.
 4. Location and grade shall be approved by the Engineers Office.
- G. The estimated costs per linear foot for 4 inch sidewalk is \$40.54 and for 6 inch sidewalk is \$44.55.
- H. The class of lots to be assessed vary and may include each zoning district. Each lot shall benefit by having pedestrian access adjacent thereto. The assessed costs shall be apportioned at the respective linear footage length of 4 foot 8 inch wide sidewalk constructed adjacent to each lot.
- I. All work to be constructed by licensed contractors in accordance with standard City of Madison specifications and details which are on file and can be reviewed during regular business hours at the Engineers Office. Plans may be reviewed during regular business hours at the Engineers office.
- J. Exempt from the requirement to construct sidewalk are those areas which presently have sidewalk or have asphalt pavement in the areas where sidewalk will be required. Said asphalt pavement may remain provided it is marked and striped with paint or other approved material as a designated walkway and where said areas are in a condition equal to the condition standards required for sidewalk.
- K. The improvements for each affected real property may not be substantially uniform due to the need for retaining walls or other improvements/additional requirements necessary on some properties. The City shall be responsible for these additional costs if approval is given to the property owner in writing from the City Engineer prior to commencement of improvement.
- L. If a retaining wall is determined necessary by the City Engineer, the City shall pay for the initial construction of all retaining walls. Construction shall not commence until approval of the specifications, plans, details and a minimum of two (2) bids are obtained from the Office of City Engineer. Reimbursement to the landowner of the wall shall be upon satisfactory completion of the retaining wall. No reimbursement for retaining wall construction shall be made unless, prior to construction, the specifications, plans, materials and bids are approved by the City Engineer. The City shall be responsible for the cost of installation of retaining walls if satisfactorily completed.
- M. Upon completion of construction the improvements shall become the responsibility of the landowner.
- N. If such sidewalk is not constructed in the manner and within the time prescribed hereinabove, then, pursuant to South Dakota Codified Law (SDCL) 9-46-4 the City of Madison, hereby this Resolution,

shall cause the work to be done and the cost thereof to be assessed against the real property adjoining or abutting upon the sidewalks constructed as provided in SDCL 9-46-4.1.

- O. For any assessments ultimately becoming due, payments shall be payable under Plan One, as provided for in SDCL 9-43-102.
- P. The above-described improvement shall be herein referred to as Sidewalk Improvement 2023 which shall be deemed a description of the improvement as herein set forth.

Dated this __ day of December, 2022.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer

WARRANTY DEED

KAREN L. LARSON, of Pipestone, Minnesota, B. RAYE MCKIM, of Renville, Minnesota, and VERAY CAMPBELL, a widow and single person, of Madison, Lake County, State of South Dakota, GRANTORS, for and in consideration of other good and valuable consideration and One and no/100 (\$1.00) Dollars GRANT, CONVEY AND WARRANT to CITY OF MADISON, a political subdivision of PO Box 308, Madison, Lake County, South Dakota, GRANTEES, the following described real estate in the County of Lake, in the State of South Dakota:

The West Forty Five (W 45') feet of the East Ninety (E 90') feet of Lots One (1) and Two (2), Block Twenty One (21), Original Plat of Madison, Lake County, South Dakota

The Grantors does further covenant, reserve and agree that no residences, buildings, or other structures of a permanent or temporary nature intended or used for human occupancy as a home, business establishment, storage, or otherwise, will be constructed or maintained upon the hereinbefore described real property as said property is within a designated flood plain and/or floodway, unless approved by the city Engineer and the City Commission of the City of Madison. Each of the Grantors herein does hereby certify that the above described real propertey is not now, and never has been, used or occupied by the Grantornor by any member of her family as a homestead and that the same does not consitute homestead property.

Dated this 28th day of September, 1994.

State of South Dakota, County of Lake
Filed for record this 28th day of Sept
94 at 3:00 o'clock P. M. a.
recorded in Book 294 Page 218
Jenny Schmidt
#5.00 pd. #27.50 T.F. pd
STATE OF SOUTH DAKOTA)
COUNTY OF LAKE)

Karen L. Larson
KAREN L. LARSON
B. Raye McKim
B. RAYE MCKIM
Veray Campbell
VERAY CAMPBELL

TRANSFER FEE	
PAID \$ 27.50	EXEMPT ☐
DATE 9-28-94	

On this the 28th day of September 1994, before me, Jay M. Leibel the undersigned officer, personally appeared Karen L. Larson, B. Raye McKim, and Veray Campbell, Grantors, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public, South Dakota
My comm. exp.: 9-1-95

ERICSSON, ERICSSON & LEIBEL
Attorneys at Law
P.O. Box 406
Madison, South Dakota 57042
(605) 256-1597

ORIG. to Carol J
1-28-95

JAY M. LEIBEL
NOTARY PUBLIC
SOUTH DAKOTA Seal

**CITY OF MADISON
ADVERTISEMENT FOR BIDS**

Notice is hereby given that on the 21st day of December 2022, until 10:00am, sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota, at the Office of the Finance Officer, 116 W Center Street, Madison, South Dakota 57042 and will then be publicly opened and read.

BID NO. 916 SURPLUS PAD MOUNT TRANSFORMERS AND POLE MOUNT TRANSFORMERS

Appointments to view the items can be arranged by contacting Madison Municipal Utilities at (605) 256-7521 during normal business hours. Materials shall not be removed until payment is made in full. Successful bidder will be responsible for loading and hauling surplus items.

Bid envelopes must be clearly marked Bid No. 916 – Surplus Pad Mount Transformers and Pole Mount Transformers.

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

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



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

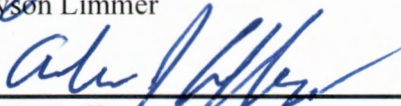
\$ 3.00 per KVA
(includes any applicable sales tax)

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

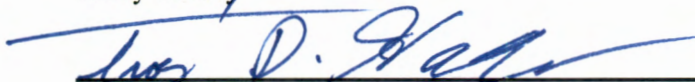
We, the undersigned, duly appointed by the Board of Commissioners of the City of Madison, South Dakota, hereby establish the above appraisal values for each of the surplus items.



Jayson Limmer



Andy Coffey



Troy Hahn

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

Total KVA = 8580

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

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

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

2022 Transformer Disposal Log

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