

City of Watertown

Proposed City Council Agenda

City Hall, 23 2ND ST NE

Watertown, South Dakota

November 4, 2024, 5:30 PM



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1. CALL TO ORDER	
2. PRAYER	
3. PLEDGE OF ALLEGIANCE	
4. ROLL CALL	
5. ACTION TO APPROVE THE AGENDA	
6. OPEN FORUM	
7. CONSENT AGENDA	
(a) Approval of the minutes of the Council meeting held on October 21, 2024. City Council - Oct 21 2024 - Minutes	4 - 5
(b) Approval to write-off uncollectible Ambulance accounts receivable and remit to the collection agency for the years of 2021-2023 in the amount of \$173,021.98. Ambulance Write-off	6 - 11
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(f) Approval of bills and payroll and authorization to pay	
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9. CONTRACTS & CHANGE ORDERS	
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the Designated Pricing as Outlined in the Bid Tabulations and Summary of Recommended Award.

[Petroleum Products and Street Maintenance Materials, Project No. 2427](#)

- (b) Approval of a Bid Award to Mack Landscaping and Irrigation in the amount of \$117,436.08 for the 2024 Park and Recreation Improvements-Park Signs, Project No. 2409-A. 39 - 44

[2024 Park and Recreation Improvements-Park Signs, Project No. 2409-A](#)

- (c) Approval of Change Order No. 1 (Final) for the 2024 Miscellaneous Drainage Project, Project No. 2411 to Level Contracting LLC, for an Increase of \$10,350.00 for a New Contract Price of \$139,980.60. 45 - 47

[2024 Miscellaneous Drainage Project No. 2411](#)

- (d) Approval of Change Order No. 1 for the 2024 Neighborhood Street Reconstruction 12th Avenue NW, Project No. 2403, with Duininck Inc., for an Increase of \$73,650.22 for a New Contract Price of \$1,517,510.17 and a Decrease in Contract Time for a New Substantial Completion Date of September 27, 2024, and Final Completion Date of October 25, 2024. 48 - 53

[2024 Neighborhood Street Reconstruction, Project No. 2403](#)

10. ORDINANCE FIRST READINGS

- (a) 2025 Budget Appropriation: 54 - 57
1. Ordinance No. 24-25 for the 2025 City Budget Appropriation
2. 2025 Enterprise Funds Budget

[Ordinance No. 24-25](#)

11. PUBLIC HEARINGS & SECOND READINGS

- (a) Application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License to The World of the Party, d/b/a The World of the Party, 101 N Broadway, Lot 8 less W74' and Lots 11-12 Less W74' Railroad Add and Hanken and Haggar OL Less W74'. 58 - 61

1. Public Hearing
2. Council Action

[World of the Party](#)

- (b) Second Reading of Ordinance No. 24-23, Amending the Zoning Map of the City of Watertown, SD for a Portion of Property in the Watertown Development Addition from I-1 Light Industrial District to C-3 Highway Commercial District at 1425 9th Avenue SW. 62 - 71

1. Public Hearing
2. Council Action

[Ordinance No. 24-23](#)

12. OTHER BUSINESS

- (a) Approval of Resolution No. 24-30, a resolution authorizing the conveyance of real estate property located within Lot 2 West Watertown Facilities 1st Addition to Watertown Development Company. 72 - 74

[Resolution No. 24-30](#)

- (b) Approval of a Real Estate Purchase Agreement and Corresponding Exhibits for the sale of Highway 20 Land to the Watertown Development Company and authorization for the City Manager or her designee to execute same and any documents required to carry out the terms of the agreement. 75 - 84

[Purchase Agreement](#)

- (c) Approval of Financial Support for Watertown Cares in the amount of \$10,000. 85 - 87

[Watertown Cares](#)

13. CITY COUNCIL MEMBER ANNOUNCEMENTS AND INTRODUCTION OF TOPICS FOR FUTURE DISCUSSION

14. CITY MANAGER REPORT

15. EXECUTIVE SESSION PURSUANT TO SDCL 1-25-2

16. ADJOURNMENT

Kristen Bobzien
Chief Financial Officer

The City of Watertown, South Dakota does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. ADA Compliance:

The City of Watertown fully subscribes to the provisions of the Americans with Disabilities Act. If you desire to attend this public meeting and are in need of special accommodations, please notify the City Finance Office 24 hours prior to the meeting so that appropriate auxiliary aids and services are available.

Watertown
City Council Meeting Minutes
October 21, 2024

The City Council met in regular session at 5:30 PM in the City Hall Council Chambers, 23 2ND ST NE. Mayor Ried Holien presiding.

Present upon roll call: Alderperson Tupper, Buhler, Peters, Schutte and Mayor Holien. Absent: Alderperson Danforth and Peters.

Motion by Tupper, seconded by Buhler, to approve the agenda as presented. Items approved as part of the consent agenda: minutes of the Council meeting held on October 7, 2024; authorization for the Police Department to sign two- year contracts with Clark County for \$13,851.56, Grant County for \$24,000, and Hamlin County for \$24,685.20 for non-emergency services; authorization for the City Manager to sign 911 service contracts for 2025 - 2026 with Clark County, Codington County, Day County, Deuel County, Grant County, and Hamlin County; approval of an Easement and Agreement for Encroachments into public right-of-way for Lot 1 of Stutenroth's Re-arrangement of Lots 5, 6, 7, 8 and 9 in Block 2 of Hopper's Addition at 411 1st Street NW. Motion Carried.

Mayor Holien called for Open Forum. No comments.

Joellete Koiser and Paulette Cotten of the Watertown Pickleball Association presented a check for \$264,173 to the City Council for their contribution to the Pickleball Courts.

Motion by Schutte, seconded by Buhler, to approve Change Order No. 1 (Final) for the 2024 Asphalt Milling & Overlay and Large Patches, Project No. 2402 with Duininck, Inc, for a decrease of \$330,884.59 for a new contract price of \$2,241,386.91. Motion Carried.

Motion by Tupper, seconded by Buhler, to approve Change Order No. 2-Final for the 2023 PMP C- Neighborhood Reconstruction Project, Project No. 2304, with Duininck Inc., for a decrease of \$254,620.58 for a new contract price of \$1,671,704.90. Motion Carried.

Ordinance No. 24-23, Amending the Zoning Map of the City of Watertown, SD for a Portion of Property in the Watertown Development Addition from I-1 Light Industrial District to C-3 Highway Commercial District at 1425 9th Avenue SW was placed on its first reading and the title was read. No action taken.

Motion by Buhler, seconded by Schutte, to approve Resolution No. 24-28, the Plat of Crocker First Addition to the Municipality of Watertown, in the County of Codington, South Dakota and Authorize the City Manager to enter into a Private Road Agreement. Motion Carried.

Motion by Schutte, seconded by Buhler, to approve the 2025 Employee Benefit Agreements and Authorization for the City Manager to execute all necessary documents. Agreements include: Employee Group Health Insurance, Delta Dental Renewal 2025, Metlife Renewal 2025, WageWorks 2025 Renewal and VSP 2025 Renewal. Motion Carried.

Agenda Item 7.(a) Approval of the minutes of the Council meeting held on...

City Manager Mack stated there will be a Joint City Council / Plan Commission Meeting on November 4th, 2024 at 4:00 PM in the Police Department Community Room to discuss updates to the Commercial Lake Zoning.

Aldersperson Peters asked for an update for the funding of Our Little Village Daycare. Mayor Holien stated funds are being raised through private donations, a grant from a federal agency and possible matching funds. The City is having conversations on how to implement the Revolving Loan Fund.

Aldersperson Peters asked for an update on the New City Hall Project. City Manager Mack stated that the project is scheduled to be complete the first week in May 2025. There is not an anticipated move in date at this time.

Mayor Holien stated the Army Corps of Engineers is soliciting public input in regards to flood mitigation. Interested individuals can reach out to the Corp of Engineers directly.

Motion by Buhler, seconded by Tupper, to adjourn until 5:30 PM on Monday, November 4th, 2024. Motion Carried.

The City of Watertown, South Dakota does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of service.

Dated at Watertown, South Dakota, October 21st, 2024.

ATTEST:

Kristen Bobzien, Chief Financial Officer

Ried Holien, Mayor



City Council

Agenda Item

Subject: Approval to write-off uncollectible Ambulance accounts receivable and remit to the collection agency for the years of 2021-2023 in the amount of \$173,021.98.

Meeting: City Council - Nov 04 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

These ambulance accounts have been sent to the patient through the billing procedural process, and have been forwarded information that they will be sent to collections. This is a backlog clean up of our past billing company Image Trend.

FINANCIAL CONSIDERATIONS:

This is the policy process with uncollected ambulance accounts.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the write-off uncollectible Ambulance accounts receivable and remit to the collection agency for the years of 2021-2023 in the amount of \$173,021.98.

ATTACHMENT(S):

[ambulance uncollectables 6-2021 thru 9-1-2023 from Image Trend billing](#)

Agenda Item 7.(b) Approval to write-off uncollectible Ambulance accounts...

ACCT NUMBER	DATE OF SERVICE	PRINCIPLE BALANCE
ITWT005723	6/26/2021	\$846.00
ITWT005895	7/26/2021	\$864.00
ITWT006808	1/5/2022	\$964.80
ITWT006854	1/18/2022	\$982.00
ITWT007098	3/7/2022	\$1,002.80
ITWT007181	3/22/2022	\$290.00
ITWT007265	4/7/2022	\$290.00
ITWT007297	4/6/2022	\$2,630.00
ITWT007327	4/23/2022	\$2,777.00
ITWT007348	5/1/2022	\$982.00
ITWT007387	5/2/2022	\$2,678.00
ITWT007523	5/30/2022	\$978.80
ITWT007544	6/5/2022	\$290.00
ITWT007591	6/10/2022	\$85.62
ITWT007665	6/25/2022	\$103.15
ITWT007788	7/24/2022	\$816.00
ITWT007794	7/25/2022	\$1,068.20
ITWT007846	8/2/2022	\$98.78
ITWT007847	8/2/2022	\$840.00
ITWT007850	8/3/2022	\$1,375.20
ITWT007854	8/3/2022	\$1,044.10
ITWT007863	8/5/2022	\$50.00
ITWT007870	8/7/2022	\$100.48
ITWT007873	8/7/2022	\$1,048.30
ITWT007887	8/9/2022	\$1,063.00
ITWT007914	8/15/2022	\$1,371.00
ITWT007917	8/14/2022	\$1,021.00
ITWT007940	8/12/2022	\$1,371.00
ITWT007991	8/25/2022	\$1,497.00
ITWT007997	8/27/2022	\$1,375.20
ITWT008007	9/1/2022	\$85.38
ITWT008014	8/30/2022	\$353.71
ITWT008016	8/29/2022	\$974.00
ITWT008030	9/4/2022	\$1,371.00
ITWT008063	9/4/2022	\$1,375.20
ITWT008067	9/13/2022	\$1,379.40
ITWT008071	9/13/2022	\$290.00
ITWT008079	9/12/2022	\$1,025.20
ITWT008081	9/11/2022	\$1,042.00
ITWT008097	9/18/2022	\$1,417.20
ITWT008102	9/17/2022	\$1,373.10
ITWT008116	9/21/2022	\$361.42

Agenda Item 7.(b) Approval to write-off uncollectible Ambulance accounts...

ITWT008127	9/19/2022	\$381.97
ITWT008134	9/23/2022	\$265.00
ITWT008135	9/23/2022	\$168.23
ITWT008139	9/22/2022	\$168.23
ITWT008147	9/24/2022	\$162.95
ITWT008162	9/25/2022	\$168.64
ITWT008164	9/25/2022	\$1,052.50
ITWT008169	9/28/2022	\$1,448.00
ITWT008174	9/28/2022	\$1,462.70
ITWT008180	9/29/2022	\$168.23
ITWT008201	10/3/2022	\$98.29
ITWT008212	10/4/2022	\$1,050.40
ITWT008222	10/7/2022	\$82.95
ITWT008225	10/6/2022	\$168.23
ITWT008227	10/5/2022	\$290.00
ITWT008238	10/9/2022	\$168.23
ITWT008248	10/11/2022	\$3,544.50
ITWT008249	10/11/2022	\$1,021.00
ITWT008257	10/12/2022	\$360.20
ITWT008267	10/19/2022	\$168.23
ITWT008286	10/17/2022	\$102.42
ITWT008295	10/16/2022	\$99.02
ITWT008301	10/15/2022	\$163.77
ITWT008309	10/22/2022	\$1,037.80
ITWT008311	10/22/2022	\$168.23
ITWT008344	10/31/2022	\$1,422.80
ITWT008363	11/1/2022	\$290.00
ITWT008365	11/3/2022	\$122.25
ITWT008369	11/2/2022	\$101.21
ITWT008371	11/2/2022	\$692.18
ITWT008377	11/6/2022	\$1,029.40
ITWT008382	11/5/2022	\$1,408.80
ITWT008393	11/3/2022	\$122.57
ITWT008442	11/15/2022	\$103.15
ITWT008444	11/14/2022	\$1,402.50
ITWT008456	11/22/2022	\$1,014.70
ITWT008475	11/17/2022	\$1,371.00
ITWT008506	11/22/2022	\$1,063.00
ITWT008542	11/25/2022	\$1,371.00
ITWT008545	12/4/2022	\$1,392.00
ITWT008554	12/5/2022	\$1,077.70
ITWT008560	12/9/2022	\$1,410.90
ITWT008563	12/9/2022	\$50.00
ITWT008606	12/10/2022	\$1,026.63

Agenda Item 7.(b) Approval to write-off uncollectible Ambulance accounts...

ITWT008625	12/15/2022	\$1,506.00
ITWT008630	12/18/2022	\$1,436.10
ITWT008640	12/15/2022	\$1,389.90
ITWT008645	12/20/2022	\$1,387.80
ITWT008650	12/23/2022	\$1,457.10
ITWT008676	12/27/2022	\$1,021.00
ITWT008685	1/1/2023	\$1,475.30
ITWT008686	1/1/2023	\$302.67
ITWT008687	1/1/2023	\$1,023.10
ITWT008689	1/1/2023	\$1,016.80
ITWT008702	1/2/2023	\$108.68
ITWT008727	1/6/2023	\$263.64
ITWT008752	1/10/2023	\$1,094.50
ITWT008787	1/16/2023	\$290.00
ITWT008797	1/18/2023	\$1,385.70
ITWT008798	1/18/2023	\$1,392.00
ITWT008800	1/18/2023	\$312.84
ITWT008857	1/31/2023	\$777.16
ITWT008869	2/3/2023	\$1,023.10
ITWT008889	2/4/2023	\$645.20
ITWT008899	2/6/2023	\$250.00
ITWT008901	2/5/2023	\$462.20
ITWT008907	2/5/2023	\$1,381.50
ITWT008921	1/28/2023	\$1,423.50
ITWT008938	2/13/2023	\$1,389.90
ITWT008958	2/14/2023	\$330.00
ITWT009017	3/2/2023	\$1,052.50
ITWT009075	3/11/2023	\$3,613.80
ITWT009088	3/12/2023	\$1,107.10
ITWT009129	3/15/2023	\$3,834.30
ITWT009134	3/21/2023	\$6.49
ITWT009137	3/20/2023	\$3,611.70
ITWT009149	3/24/2023	\$1,037.80
ITWT009164	3/25/2023	\$1,443.80
ITWT009211	4/1/2023	\$1,016.80
ITWT009239	4/7/2023	\$600.00
ITWT009251	4/11/2023	\$290.00
ITWT009252	4/11/2023	\$646.00
ITWT009259	4/10/2023	\$1,027.30
ITWT009262	4/7/2023	\$92.27
ITWT009264	4/12/2023	\$110.00
ITWT009284	4/13/2023	\$111.59
ITWT009316	4/20/2023	\$290.00
ITWT009320	4/26/2023	\$1,014.70

Agenda Item 7.(b) Approval to write-off uncollectible Ambulance accounts...

ITWT009329	4/23/2023	\$957.30
ITWT009337	4/21/2023	\$403.35
ITWT009345	4/28/2023	\$144.66
ITWT009354	4/27/2023	\$290.00
ITWT009362	4/18/2023	\$155.58
ITWT009369	4/30/2023	\$1,422.80
ITWT009371	4/30/2023	\$290.00
ITWT009372	4/30/2023	\$1,364.70
ITWT009387	5/3/2023	\$118.43
ITWT009393	4/28/2023	\$1,205.80
ITWT009414	5/5/2023	\$1,377.30
ITWT009418	5/9/2023	\$1,021.00
ITWT009433	5/13/2023	\$1,421.40
ITWT009434	5/13/2023	\$50.00
ITWT009451	5/16/2023	\$208.12
ITWT009459	5/19/2023	\$95.44
ITWT009486	5/22/2023	\$145.91
ITWT009497	5/29/2023	\$1,006.30
ITWT009501	5/28/2023	\$200.00
ITWT009519	5/31/2023	\$1,423.50
ITWT009524	5/31/2023	\$1,054.60
ITWT009531	6/6/2023	\$1,398.30
ITWT009547	6/4/2023	\$1,406.00
ITWT009574	6/11/2023	\$1,503.30
ITWT009577	6/10/2023	\$3,268.00
ITWT009585	6/8/2023	\$685.00
ITWT009595	6/4/2023	\$1,478.10
ITWT009608	6/14/2023	\$1,056.70
ITWT009619	6/17/2023	\$1,037.80
ITWT009628	6/9/2023	\$1,402.50
ITWT009636	6/25/2023	\$1,389.90
ITWT009643	6/22/2023	\$1,063.00
ITWT009651	6/16/2023	\$384.26
ITWT009704	7/6/2023	\$1,429.80
ITWT009711	7/5/2023	\$50.00
ITWT009718	7/8/2023	\$1,095.90
ITWT009720	7/8/2023	\$151.94
ITWT009731	7/3/2023	\$1,019.63
ITWT009758	7/15/2023	\$108.15
ITWT009772	7/13/2023	\$290.00
ITWT009776	7/18/2023	\$1,364.70
ITWT009871	7/31/2023	\$50.00
ITWT009891	8/1/2023	\$301.08
ITWT009896	8/5/2023	\$1,002.10

Agenda Item 7.(b) Approval to write-off uncollectible Ambulance accounts...

ITWT009904	8/4/2023	\$250.00
ITWT009910	8/7/2023	\$244.24
ITWT009934	8/13/2023	\$250.00
ITWT009999	8/22/2023	\$1,366.80
ITWT010009	8/29/2023	\$989.90
ITWT010011	8/29/2023	\$1,050.40
ITWT010026	8/26/2023	\$760.20
ITWT010036	8/25/2023	\$3,289.00
ITWT010036	8/25/2023	\$6,578.00
ITWT010059	8/25/2023	\$1,368.90
ITWT010059	8/25/2023	\$2,737.80
Total		\$173,021.98



City Council

Agenda Item

Subject: Authorization for the Fire Department to accept a Homeland Security Grant in the amount of \$38,600 for USAR training and equipment.

Meeting: City Council - Nov 04 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Homeland Security allocates this money to our State All Hazards team for training.

FINANCIAL CONSIDERATIONS:

This funding is vital to the USAR team to train at high level. In addition, there is no city match for this grant.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to authorize the Fire Department to accept a Homeland Security Grant in the amount of \$38,600 for USAR training and equipment.

ATTACHMENT(S):

[2024 SDTF1 Award letter for Watertown FD-Signed](#)



2024 Supplemental Award Letter for South Dakota Task Force 1 (SD-TF1) – Watertown members

Watertown Fire Rescue will be reimbursed for the following training and/or training supplies involving South Dakota Task Force 1 in 2024. Any monies not spent for the specified training or equipment below will be reallocated by the SD-TF1 supervisor.

CFDA# 97.067

Watertown Fire Rescue SD-TF1 Equipment/Training Agenda

2022 Training /Equipment	Host City	Dates	Cost Estimate
Annual Exercise	WFR	TBD (Sept?)	\$10,000
Rope Rescue (Rescue 3 certs)			\$600
SUSAR Conference			\$2,500
Sturgis Rally Standby / Training Actual Reimbursement value up to stated value			\$5,000
SD-TF1 Continuing Education			\$2,000
Annual Equipment Purchase			\$2,500
FFE Continuing Education			\$1,000
SUSAR/HM equipment funding			15,000
Total			\$38,600

Regards,



Jon Groen

Emergency Services Liaison Coordinator-Response Team Supervisor

Department of Public Safety-Office of Homeland Security

Jon.Groen@state.sd.us

P. (605) 367-4400

South Dakota Fusion Center

SDFusionCenter@state.sd.us

Phone: (605) 367-5940

Toll Free: 1-866-466-5263

Fax: 605 367-5945



City Council

Agenda Item

Subject: Authorization for the Watertown Fire Rescue Department to accept a Corteva Agriscience Donation in the amount of \$5,000 for gas monitoring equipment.

Meeting: City Council - Nov 04 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

This gas monitoring equipment is essential in life safety of first responders in confined space areas.

FINANCIAL CONSIDERATIONS:

This contribution will be fully funded and have no financial burden on the City of Watertown.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to authorize the Watertown Fire Rescue Department to accept a Corteva Agriscience Donation in the amount of \$5,000 for gas monitoring equipment.

ATTACHMENT(S):

[Watertown Fire Rescue Receives Donation from Corteva Agriscience Oct](#)

10-22-24

Watertown Fire Rescue Receives Donation from Corteva Agriscience

Corteva Supports Rural Rescue Efforts.

Watertown, SD : Corteva Agriscience donated \$5000 toward the Watertown Fire Rescue Farm Safety Project as part of their company sponsorship program.

Corteva makes contributions to community-based organizations on behalf of the company and employees. Consideration for outreach grants is given to communities where Corteva sales representatives, farmer dealers, employees and customers live and work and that support quality-of-life initiatives to create an improved, sustainable lifestyle for people worldwide.





City Council

Agenda Item

Subject: Approval of a Professional Services Agreement for PlanePass Aircraft Landing Fee Billing and Collection Services with Vector Airport Systems, LLC.

Meeting: City Council - Nov 04 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Vector Airport Systems will manage the billing and collection of airport landing fees on behalf of Watertown Regional Airport. PlanePass service and billing engine will be utilized to identify billable aircraft operations, track exempt aircraft, billable weights, and operation types (e.g., arrivals and departures) to collect landing fees.

FINANCIAL CONSIDERATIONS:

Vector Airport System assesses and bills landing fees in accordance with the established landing fee structure determined by the Airport Division. The service fee activity is 25% of the total net collected. Vector will provide a monthly collection report for approval and transfer collected funds to the Watertown Regional Airport. There are no additional equipment fees or startup costs.

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Manager
Ian Meriwether-Chalfant, Airport Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of this professional services agreement through the following motion:

I move to approve a Professional Services Agreement for PlanePass Aircraft Landing Fee Billing and Collection Services with Vector Airport Systems, LLC.

ATTACHMENT(S):

[Vector Airport Systems Agreement](#)

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

VECTOR AIRPORT SYSTEMS, LLC &

CITY OF WATERTOWN FOR WATERTOWN REGIONAL AIRPORT (ATY)

Agreement Name: *PLANEPASS*® Automated Aircraft Fee Billing & Collections Solution

This agreement ("AGREEMENT"), dated as of October 29, 2024 ("Execution Date"), is by and between the City of Watertown for Watertown Regional Airport (ATY) (hereinafter "CLIENT"), and Vector Airport Systems, LLC (hereinafter "CONTRACTOR"). The CLIENT shall be defined as the client airport(s) and their governing municipality.

RECITALS

- I. WHEREAS, CONTRACTOR represents that it is a duly qualified provider of various products and services including *PLANEPASS*® aircraft operating fee billing & collection services, and
- II. WHEREAS, in the judgment of the CLIENT, it is necessary and desirable to employ the services of CONTRACTOR for the performance of aircraft operating fee billing & collection services.
- III. NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Term of Agreement:

- 1.1. The term of this Agreement shall commence as of the COMMENCEMENT DATE set forth below and shall continue thereafter for a period of (3) three years (the "Initial Term"). CLIENT shall have the option to renew the AGREEMENT annually on the anniversary of the COMMENCEMENT DATE for two (2) one-year Option Year(s). The Term shall continue and automatically renew for successive one (1) year terms, each ("Successive Term") without further act or instrument, unless either party provides notice per Section 2.3. All terms, conditions, and fees of this AGREEMENT continue unchanged during the Option Year(s) and Successive Term(s).
- 1.2. The COMMENCEMENT DATE is December 1, 2024.

2. Termination

- 2.1. **Termination for Convenience:** Neither party may terminate this AGREEMENT for convenience without the consent of the other party for a period of one (1) year following the COMMENCEMENT DATE. After one (1) year from COMMENCEMENT DATE has elapsed, either party may terminate this AGREEMENT for convenience by providing written notice to the contacts listed in Section 7 no less than sixty (60) calendar days prior to the requested termination date.
- 2.2. **Termination for Cause:** Notwithstanding any other provision of this AGREEMENT --

Agenda Item 7.(e) Approval of a Professional Services Agreement for Plan...

Should CONTRACTOR fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this AGREEMENT, CLIENT must:

- First, notify CONTRACTOR of violation of obligations and give CONTRACTOR 30 calendar days to cure this violation.
- Second, if CONTRACTOR fails to cure the violation within 30 calendar days of receiving notification from CLIENT, CLIENT may immediately terminate this AGREEMENT by giving CONTRACTOR written notice of such termination, stating the reason for termination.

Should CLIENT fail to perform its obligations under this AGREEMENT, including failing to pay CONTRACTOR in accordance with this AGREEMENT, or otherwise violates any of the terms of this AGREEMENT, CONTRACTOR must:

- First, notify CLIENT of violation of obligations and give CLIENT 30 calendar days to cure this violation.
- Second, if CLIENT fails to cure the violation within 30 calendar days of receiving notification from CONTRACTOR, CONTRACTOR may immediately terminate this AGREEMENT by giving CLIENT written notice of such termination, stating the reason for termination.

2.3. **Termination for AGREEMENT Expiration:** If, upon the expiration of this AGREEMENT, the CLIENT or CONTRACTOR elect not to continue this AGREEMENT (either by extension of agreement period or entering into a new agreement for similar products, services, or solutions), either CONTRACTOR or CLIENT may notify the other party in writing of intent to not continue this AGREEMENT. Notice must be given 60 days prior to the anniversary of the COMMENCEMENT DATE. In the case of such notification, the following provisions will also apply in this case as well as for Termination for Cause.

2.4. **Delivery of Work Product and Final Payment Upon Termination:** In the event of termination, CONTRACTOR, within 30 days following the date of termination, shall deliver to CLIENT:

- **For PLANEPASS®:** All standard reports pertaining to unpaid balances and to any amounts paid into CONTRACTOR and unpaid yet to CLIENT.

2.5. **Payment Upon Termination:** Upon termination of this AGREEMENT by CLIENT, CONTRACTOR shall be entitled to payment for all contracted services unpaid and due before the effective date of termination. Payment shall be made by CLIENT within 30 days of a written invoice from CONTRACTOR.

2.6. **Service Wind-Down Period:** Should the AGREEMENT be terminated for any reason, including expiration of the AGREEMENT Term prior the Parties agreeing to continue the same or similar services, the following Service Wind-Down Period and provisions shall apply:

- CONTRACTOR will remit to CLIENT all aircraft operating fees collected up to the point of termination, less the CONTRACTOR Billing & Collection Fees specified in this AGREEMENT.
- CONTRACTOR will produce aircraft operating fee invoices for any time period through the termination date as-yet not invoiced, ideally a full calendar month per the normal process. This final invoice period will be the last period of aircraft operating fee invoices. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct any billing errors discovered through the customer service process.
- CONTRACTOR will continue customer service, payment processing, active collections, reporting, and remittance for four calendar month periods after the AGREEMENT termination

effective date. Four months are recommended to maximize collections for previously invoiced periods. CONTRACTOR's ongoing fee for *PLANEPASS*® Billing & Collection service stated in Section 4.2 will apply to amounts collected during the four-month period after termination date.

- After the above indicated service continuation period has ended, CONTRACTOR will discontinue all customer service and collection efforts and will refer all customer service calls to the CLIENT. Because some aircraft operators may not comply with CONTRACTOR's instructions to pay CLIENT directly after continuation period has ended, CONTRACTOR will continue to passively allow payments to be made to its lockbox and will continue to report and remit these payments to the CLIENT on a monthly basis.

3. Scope of Work

- 3.1. **CONTRACTOR's Specified Work:** CONTRACTOR shall perform the services described in EXHIBIT A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in EXHIBIT A.
- 3.2. **Cooperation with CLIENT:** CONTRACTOR shall cooperate with CLIENT and CLIENT staff in the performance of the Scope of Work hereunder.
- 3.3. **Cooperation by CLIENT:** CLIENT shall cooperate with CONTRACTOR and CONTRACTOR's staff in performance of the Scope of Work hereunder.
- 3.4. **Performance Standard:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. CLIENT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this AGREEMENT. CONTRACTOR hereby agrees to provide all services under this AGREEMENT in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws.

4. Compensable Products and Services: CONTRACTOR shall be compensated for all goods sold and services performed pursuant to this AGREEMENT according to the following:

- 4.1. **Equipment:** As of Execution Date, the contracted solution does not require CLIENT to purchase equipment. CONTRACTOR may have a transponder receiver installed at the CLIENT's location at CONTRACTOR's discretion. If future changes in scope require equipment purchase, the purchase and payment terms will be governed by an amendment to this AGREEMENT, or a separate agreement or purchase order.
- 4.2. **PLANEPASS® Billing & Collection:** CONTRACTOR'S ongoing service fee activity is 25% of amounts collected under the terms of this AGREEMENT. CONTRACTOR'S fee is paid out of collections on behalf of CLIENT at the time of transfer of the "balance of collections" to CLIENT.
 - 4.2.1. The "balance of collections" is defined as total net collections on behalf of CLIENT in a monthly collection cycle less the *PLANEPASS*® Billing & Collection fee, stated above.

Agenda Item 7.(e) Approval of a Professional Services Agreement for Plan...

4.2.2. The transfer of the “balance of collections” and CONTRACTOR’s fee will occur monthly by the 10th business day.

5. **Payment Terms:** For all services and incidental costs required hereunder, CONTRACTOR shall be paid in accordance with the following terms:

5.1. **PLANEPASS® Billing & Collection:** CONTRACTOR’s fee is retained by CONTRACTOR from collection proceeds, transferred from collections account at the time of monthly disbursement to CLIENT following each monthly collection period.

6. **Insurance:** With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain insurance with the minimum policy limits as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

Type of Coverage	Policy Limits
Worker’s Compensation	\$1,000,000
Commercial General Liability	\$1M per occurrence, \$2M aggregate
Business Auto Liability	\$1,000,000

CONTRACTOR shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. **Notice:** All notices, demands, requests or approvals to be given under this AGREEMENT, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

7.1. All notices, demands, requests or approvals from CONTRACTOR to CLIENT shall be addressed to:

7.2. All notices, demands, requests or approvals from CLIENT to CONTRACTOR shall be addressed to:

Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive
Herndon, VA 20170

8. **Independent Parties:** The parties to this AGREEMENT will act in their independent capacities and not as agents, employees, or partners of one another. CLIENT, its officers, and employees shall have no control or direction over CONTRACTOR or any of CONTRACTOR's agents, employees, or subcontractors, except as otherwise provided herein.
9. **Integrated Contract:** This AGREEMENT represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this AGREEMENT will be effective only by written execution signed by both CLIENT and CONTRACTOR and approved as to form by CLIENT's Attorney.
10. **Authority of Executor:** The person executing AGREEMENT on behalf of CLIENT certifies and represents that he/she has authority and power to bind CLIENT to the obligations set forth herein and to sign on its behalf.
11. **Waiver:** A waiver by either party to this AGREEMENT of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.
12. **Successors in Interest:** All terms and conditions of this AGREEMENT shall be binding upon and inure to the benefit of any successors in interest to the parties hereto. This clause shall not be deemed as a waiver of any prohibitions or conditions against assignment.
13. **Indemnification:** CONTRACTOR to CLIENT: The CONTRACTOR shall indemnify and hold harmless the CLIENT, its officers, employees, agents and contractors from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this AGREEMENT.

CLIENT to CONTRACTOR: To the extent allowed by the Laws of the state of South Dakota the CLIENT hereby agrees to indemnify, defend, save, and hold harmless the CONTRACTOR from all claims, demands, liabilities, and suits arising out of, because of or due to intentional or negligent acts or omissions of the CLIENT, its agents, or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the CONTRACTOR for its own negligence. These terms shall not be construed to waive any statutory rights provided to the CLIENT.

14. **No Personal Liability:** No member, director, or officer or employee of either party shall be personally liable for the performance of either party's obligations under this AGREEMENT or on account of any breach thereof or because of its execution or attempted execution.
15. **Limitation of Liability:** CONTRACTOR's total liability for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the CONTRACTOR's work or this AGREEMENT from any cause or causes, including but not limited to CONTRACTOR's errors, omissions, negligence, strict liability, and breach of contract, shall not exceed two million dollars (\$2,000,000.00) or the total amount paid to CONTRACTOR by CLIENT under this AGREEMENT within the

previous twelve (12) months, whichever is lesser.

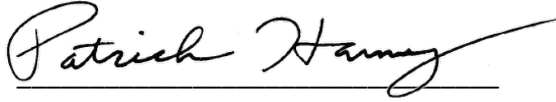
16. **Work for Hire:** CONTRACTOR retains ownership and all intellectual property, trademark and patent rights associated with any and all processes or materials, tangible or intangible, used in the provision of services under this AGREEMENT. Such materials include but are not limited to: concepts, ideas, techniques, data, databases, software, customer lists, materials, and specifications.
17. **Severability:** If any provision of this AGREEMENT, or the application thereof, to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law unless one or both parties would be substantially and materially prejudiced.
18. **Governing Law and Venue:** This AGREEMENT shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. The courts of Virginia shall have exclusive jurisdiction to hear any claim between the CONTRACTOR and the CLIENT in connection with the AGREEMENT. Prior to filing any claim or action related to this AGREEMENT, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator mutually agreeable to the parties. The parties shall share equally in the costs of mediation.
19. **Force Majeure:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this AGREEMENT, then performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period from the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an "Unavoidable Delay"). This Section shall not be applicable to the CONTRACTOR's obligations to procure insurance or to pay any Payments or any other sums, moneys, costs, charges or expenses required to be paid by the CONTRACTOR hereunder. If any provision of this AGREEMENT negates or limits the period of any force majeure extension, such provision shall override this Section. The CONTRACTOR shall not be entitled to an extension for any Unavoidable Delay unless the CONTRACTOR has given the CLIENT notice of the delay within a reasonable time following the occurrence of the delaying event.
20. **Nondiscrimination:** Without limiting any other provision hereunder, CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the CLIENT's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this AGREEMENT are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the Effective Date.

[signature page to follow]

Agenda Item 7.(e) Approval of a Professional Services Agreement for Plan...

VECTOR: Vector Airport Systems, LLC

By: 

Title: Director of Finance & Administration

Name: Patrick Hanney

Date: 10/29/2024

CLIENT: City of Watertown, South Dakota

By: _____

Title: _____

Name: _____

Date: _____

EXHIBIT A - Scope of Work (“WORK”)

CONTRACTOR shall:

Provide the *PLANEPASS*® billing & collection service to manage the fees designated by the CLIENT:

- Federal Aviation Regulations (“FAR”) Part 91 Landing Fees
- Federal Aviation Regulations (“FAR”) Part 135 Landing Fees
- To modify the fees billed under this AGREEMENT, CLIENT must complete and submit a Change Order, provided in EXHIBIT D, to CONTRACTOR. This request must be made by an authorized representative of the CLIENT.
 - CONTRACTOR must agree that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS*® service. Any proposed adjustments detailed in a Change Order are not considered accepted or effective until an authorized representative of the CONTRACTOR has signed and executed the Change Order.
 - Fee adjustments that require material changes to Scope of Work may require renegotiation and an amendment to the CONTRACTOR’S fee stated in Section 4.2 of this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. **PLANEPASS® Billing & Collection Service:** Utilize *PLANEPASS*® service and billing engine to identify billable aircraft operations, as defined by the CLIENT, and track exempt aircraft, billable weights, and operations types (e.g., arrivals and departures).
 - 1.1. Provide exemptions for CLIENT-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
 - 1.2. Coordinate with CLIENT staff to ensure that invoices generated on behalf of the CLIENT are consistent with the CLIENT’s existing billing rate and policies. Provide electronic access to CONTRACTOR’s Customer Portal in order to allow CLIENT customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by CONTRACTOR.
 - 1.3. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
 - 1.4. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
 - 1.5. Enable web-based access by CLIENT staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
 - 1.6. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
 - 1.7. Process check payments through a secure bank lockbox service with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the CLIENT in accordance with the CONTRACTOR service fee agreement outlined in the pricing section herein.
 - 1.8. Provide ongoing client and user support.

CLIENT shall:

1. **CLIENT Obligations:**

1.1. **CLIENT Obligations - General:** CLIENT shall be obligated to use its best efforts to perform or provide the following:

1.1.1. **Provide Information:** CLIENT shall make available to CONTRACTOR any documents, data, or information necessary for CONTRACTOR to plan and provide the services described in this AGREEMENT, and that are within CLIENT's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.

1.1.2. **Point of Contact:** CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT.

1.1.3. **Timely Response:** CLIENT shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to CLIENT for review by CONTRACTOR and respond as necessary within a reasonable time.

1.2. **CLIENT Obligations - *PLANEPASS*[®]**

1.2.1. **Financial Point of Contact:** CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS*[®] financial reports and interfacing with CONTRACTOR's *PLANEPASS*[®] team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.

1.2.2. **Exemption List:** CLIENT will provide CONTRACTOR with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by CONTRACTOR. CLIENT will provide updates to the exemption list on a monthly basis via email to datainput@vector-us.com CLIENT shall not bill "exempt" aircraft included on the exemption list for fee types managed by CONTRACTOR. "Exempt" is understood to mean not billed by any party.

1.2.1.1. **Payments Received by CLIENT:** CLIENT shall not accept payments for fees invoiced by CONTRACTOR. To ensure proper accounting, if CLIENT receives a payment on-site or electronically for an invoice generated by CONTRACTOR, CLIENT will inform CONTRACTOR via email to billing@vector-us.com. CLIENT will either refund payment directly to the payor, remit the funds to CONTRACTOR, or retain the funds with the implied understanding that the payment will be listed on the relevant monthly Collection Report and is subject to CONTRACTOR's service fee.

1.2.3. **Fee Types Managed by CONTRACTOR:** The specific aircraft operating fee types placed under CONTRACTOR's management via this AGREEMENT served as an inducement for CONTRACTOR to enter into this AGREEMENT and were integral in determining CONTRACTOR's fee for professional services. If during the Term or any Option Year CLIENT wishes to remove a fee type from CONTRACTOR's management, CLIENT shall request CONTRACTOR provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of CONTRACTOR, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to CONTRACTOR's service fee. If the parties are unable to produce a mutually acceptable amendment, CONTRACTOR reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.

1.2.4. **Airport Policy:** CLIENT shall be responsible for setting CLIENT policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve CONTRACTOR's Work in the performance of this AGREEMENT. CONTRACTOR accepts no responsibility and expresses no opinion as to the legality of aircraft fee

Agenda Item 7.(e) Approval of a Professional Services Agreement for Plan...

billing policies instituted by the CLIENT. The CLIENT is responsible for communicating these policies to the appropriate CLIENT stakeholders including the flying community.

1.2.4.1. **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be submitted via a Change Order, provided in EXHIBIT D, to officemanager@vector-us.com at least forty-five (45) calendar days prior to implementation. The Change Order will undergo review for approval and must be executed by an authorized representative of CONTRACTOR before any fee changes are considered accepted and can be implemented.

1.2.5. **Authorization to Bill & Authorization to Collect Documentation:** CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Bill & Collect" letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Collect" letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

1.2.5.1. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide the "Authorization to Bill & Collect" letter on the webpage where fee information is displayed for public view. CLIENT may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

1.2.5.2. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide a link to CONTRACTOR's secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at <https://payment.PLANEPASS.com>. The portal* allows aircraft operators to:

- 1) Update contact information, including email or postal mail addresses
 - 2) Process credit card payments
 - 3) Enroll in electronic invoicing
 - 4) View account history
 - 5) Request copies of invoices via email or download Excel-formatted invoices
- *The portal login is based on Vector invoice number and Vector operator ID*

1.2.6.

EXHIBIT B – Authorization to Bill Letter

DATE

Dear Watertown Regional Airport Community,

Effective DATE, Vector Airport Systems (“Vector”) assumed the billing and collection of landing fees on behalf of Watertown Regional Airport (ATY). {If applicable: For all operations occurring until midnight on DATE, Watertown Regional Airport will bill and continue to collect landing fees for commercial and/or general aviation flight activity.}

“Landing fees” is a commonly used term that refers to aircraft operating fees. Landing fees for ATY are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport’s established Landing Fee schedule located at: _____ . [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft’s FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft’s registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planepass.com>.

- **Vector’s self-service web portal* allows aircraft operators to:**
 - 1) Update contact information, including email or postal mail addresses
 - 2) Process credit card payments
 - 3) Enroll in electronic invoicing
 - 4) View account history
 - 5) Request copies of invoices via email or download Excel-formatted invoices

*The portal login is based on Vector invoice number and Vector operator ID

For billing questions or concerns, please contact Vector’s PLANEPASS® billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

The Airport’s Administration Office staff may also be reached [insert email].

Sincerely,


JOHN MARK
CEO

[insert signature - preferably a cursive version of your wet signature]

EXHIBIT C – Authorization to Collect Letter

DATE

Dear Watertown Regional Airport Aircraft Operator,

Since **DATE**, Vector Airport Systems (“Vector”) has managed the billing and collection of landing fees on behalf of Watertown Regional Airport (ATY). Vector is authorized to collect balances due on the Airport’s behalf.

Watertown Regional Airport (ATY) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

I. How To Pay: Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector <i>PLANEPASS</i> ® - US Airports
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code	

- For credit card payments, please visit Vector’s *PLANEPASS*® Payment Portal: <https://payment.planepass.com>

II. Billing Concerns & Account Management with Activity Details:

Vector’s *PLANEPASS*® Payment Portal (<https://payment.planepass.com>)* allows aircraft operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

**The portal login is based on your Vector invoice number and Vector operator ID.*

III. Landing fees: Landing fees for Airport ATY are based upon arrival/DEPARTURE and are not an **arrival/DEPARTURE** fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport’s **Administration Office staff** at **[insert email]** and **[phone number]**. You may contact Vector’s *PLANEPASS*® billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

Sincerely,



JOHN MARK
CEO

[insert personalized signature – this should be your unique personalized signature like this one:]

EXHIBIT D – CHANGE ORDER

REQUESTED BY (CLIENT):

CONTRACTOR:

Client Name: _____
Address: _____

Requestor Name: _____
Requestor Phone: _____
Requestor Email: _____
Change Order No. _____
Date of Request: _____

Contractor Name: Vector Airport Systems, LLC.
Address: 280 Sunset Park Dr
Herndon, VA 20170
Contractor Phone: (703) 817-7777
Contractor Email: officemanager@vector-us.com

Description of Change	Reason For Change	Requested Effective Date

APPROVED BY:

THIS CHANGE ORDER IS NOT CONSIDERED ACCEPTED OR EFFECTIVE UNTIL EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH THE REQUESTOR AND CONTRACTOR BELOW.

Change Orders must be submitted to officemanager@vector-us.com at least forty-five (45) calendar days prior to requested effective date.

 AUTHORIZED REQUESTOR NAME

 AUTHORIZED CONTRACTOR NAME

 AUTHORIZED REQUESTOR SIGNATURE

 AUTHORIZED CONTRACTOR SIGNATURE

 DATE OF ACCEPTANCE

 DATE OF ACCEPTANCE



City Council

Agenda Item

Subject: New Patrol Officer Introductions
Meeting: City Council - Nov 04 2024
From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

New Police Officers Austin VanOverbeke, Kendon Koep, and Zachary Cline will briefly introduce themselves.

FINANCIAL CONSIDERATIONS:

NA

STAFF RECOMMENDATION / SUGGESTED MOTION:

No Motion needed



City Council

Agenda Item

Subject: Approval of a Bid Award for the Petroleum Products and Street Maintenance Materials for 2025, Project No. 2427, to Various Contractors and Suppliers at the Designated Pricing as Outlined in the Bid Tabulations and Summary of Recommended Award.

Meeting: City Council - Nov 04 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Bids were opened on October 16, 2024, for the annual Petroleum Products and Street Maintenance Materials for 2025, Project No. 2427. This bid contains several individual products, generally utilized for miscellaneous street maintenance operations and materials, the City's annual fuel pricing, and snow and ice control treatments. The following materials were advertised for bid:

1. Hot mix and cold mix asphalt
 2. Pit run gravel, crushed rock (gravel), crushed concrete, pea gravel, deicing sand, dirt, and rip rap
 3. Gasoline & diesel fuel
 4. Salt & calcium chloride
 5. Cutting edges
-

FINANCIAL CONSIDERATIONS:

The unit price bids to be awarded are included in the attached Summary of Apparent Low Bidders. The budget for these items are accounted for in multiple City Department operational line items. This unit price bid award will allow each relevant department to purchase these materials on an as-needed basis throughout fiscal year 2025. Each department is responsible for their purchases and managing expenditures within the confines of their approved budgets, or as otherwise approved by City Council.

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director
Rob Beynon, Street Superintendent
Caitlyn German, Engineering Technician

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of the bid award with the following motion:

Agenda Item 9.(a) Approval of a Bid Award for the Petroleum Products and...

I move to approve a Bid Award for the Petroleum Products and Street Maintenance Materials for 2025, Project No. 2427, to Various Contractors and Suppliers at the Designated Pricing as Outlined in the Bid Tabulations and Summary of Recommended Award.

ATTACHMENT(S):

[2427 Awards List](#)

[2427 Bid Tabulation](#)

Agenda Item 9.(a) Approval of a Bid Award for the Petroleum Products and...

SUMMARY OF APPARENT LOW BIDDERS					
ASPHALT PRODUCTS				SUPPLIER	NOTES
Hot Mix Asphalt	@	\$86.00	per ton	Duininck Inc.	
Cold Mix Asphalt	@	\$180.00	per ton	Duininck Inc.	
<u>ROCK, GRAVEL, DIRT, RIPRAP</u>					
Pit Run Gravel	@	No Bid	per ton	Duininck Inc.	
Crushed Rock	@	\$17.00	per ton	Duininck Inc.	
Crushed Concrete	@	\$17.00	per ton	Duininck Inc.	
Pea Gravel	@	\$18.15	per ton	Duininck Inc.	
De-Icing Sand (city hauls)	@	\$18.75	per ton	Duininck Inc.	
De-Icing Sand (delivered)	@	No Bid	per ton	Duininck Inc.	
Fill Dirt		No Bid	per ton	Duininck Inc.	
Black Dirt	@	\$27.00	per ton	Duininck Inc.	
Riprap	@	No Bid	per ton	Duininck Inc.	
<u>GASOLINE & DIESEL FUEL - PRICE REDUCTION PER GALLON</u>					
Gasoline					
Unleaded Gasoline	@	\$0.10	per gal	Sioux Valley COOP	
10% Ethanol Unleaded (87 Octane)	@	\$0.10	per gal	Sioux Valley COOP	
10% Ethanol Unleaded (89 Octane)	@	No Bid	per gal	Sioux Valley COOP	
E30 Ethanol Blend (89 Octane)	@	\$0.10	per gal	Sioux Valley COOP	
E85 Ethanol Blend Unleaded	@	\$0.10	per gal	Sioux Valley COOP	
Premium Unleaded (91 Octane)	@	\$0.10	per gal	Sioux Valley COOP	
Diesel Fuel No. 1-D					
1-D, Clear	@	\$0.10	per gal	Sioux Valley COOP	
1-D, Dyed	@	\$0.10	per gal	Sioux Valley COOP	
Diesel Fuel No. 2-D					
2-D, Clear	@	\$0.10	per gal	Sioux Valley COOP	
2-D, Dyed	@	\$0.10	per gal	Sioux Valley COOP	
Diesel Fuel 50/50 Blend					
50/50 Blend, Clear	@	\$0.10	per gal	Sioux Valley COOP	
50/50 Blend, Dyed	@	\$0.10	per gal	Sioux Valley COOP	
Bio-Diesel Blend					
Bio-Diesel Blend, Clear	@	\$0.10	per gal	Sioux Valley COOP	
Bio-Diesel Blend, Dyed	@	\$0.10	per gal	Sioux Valley COOP	
<u>SALT & CALCIUM CHLORIDE</u>					
Rock Salt	@	\$83.72	per ton	Central Salt LLC	
Calcium Chloride	@	\$705.00	per ton	Blackstrap Inc.	
<u>CUTTING EDGES</u>					
One-Way Plows:					
1" x 8" x 6' bolt on	@	No Bid	per EA		
1" x 8" x 6' bolt on w/ crbd edge	@	No Bid	per EA		
Motor Grader					
3/4" x 8" x 7' double bvl bolt on	@	No Bid	per EA		
5/8" x 8" x 7' double bvl bolt on	@	No Bid	per EA		
5/8" x 8" x 8' double bvl bolt on	@	No Bid	per EA		
3/4" 8" x 4' Str/flt edge w/crbd edge	@	No Bid	per EA		
3/4" 8" x 3' Str/flt edge w/crbd edge	@	No Bid	per EA		

TABULATION OF BIDS

Project 2427

Date and Time of Bid Opening: October 16, 2024 @ 3:00 P.M.

Hot Mix & Cold Mix Asphalt

ITEM DESCRIPTION	NAME OF BIDDERS		2024 Prices	% Change
	Duininck Inc. P.O. Box 208 408 6th St Pringsburg, MN 56281		Duininck Inc. 408 6th St. Prinsburg MN 56281 Ph: 320-978-6011 Fax: 320-978-4978	
Bid Security	\$200 Check <u>\$400 Bond</u>	\$200 Check \$400 Bond	\$200 Check	
All PRICES ARE PER TON				
HOT MIX ASPHALT	\$86.00		\$ 84.50	1.78%
COLD MIX ASPHALT	\$180.00		\$ 180.00	0.00%

Pit Run, Crushed Rock, Crushed Concrete, Pea Gravel, Sand, Dirt, Rip Rap

ITEM DESCRIPTION	NAME OF BIDDERS		2024 Prices	% Change
	Duininck Inc. P.O. Box 208 408 6th St Pringsburg, MN 56281		Duininck Inc. 408 6th St. Prinsburg MN 56281 Ph: 320-978-6011 Fax: 320-978-4978	
Bid Security	\$200 Check <u>\$400 Bond</u>	\$200 Check \$400 Bond	\$200 Check	
ALL PRICES ARE PER TON				
ITEM I - PIT RUN GRAVEL 1,000 tons more or less	No Bid		\$9.00	
ITEM II - CRUSHED ROCK (GRAVEL) 1,000 tons more or less	\$17.00		\$16.25	4.62%
ITEM III - CRUSHED CONCRETE 1,000 tons more or less	\$17.00		\$16.25	4.62%
ITEM IV - PEA GRAVEL 1,000 tons more or less	\$18.15		\$14.60	24.32%
ITEM V - DE-ICING SAND 4,000 tons more or less (City Haul)	\$18.75		\$10.50	78.57%
4,000 tons more or less (Deliver)	No Bid		\$20.15	
ITEM VII - DIRT fill dirt	No Bid		No Bid	
black dirt	\$27.00		\$26.00	3.85%
ITEM VIII - RIP RAP 100 tons, more or less	No Bid		No Bid	

Agenda Item 9.(a) Approval of a Bid Award for the Petroleum Products and...

Cutting Edges

ITEM DESCRIPTION	NAME OF BIDDERS	
Bid Security	\$200 Check \$400 Bond	\$200 Check \$400 Bond
1. One Way Plows		
1" X 8" X 6' bolt on, 50	No Bid	
1" X 8" X 6' bolt on w/ carbide insert wear edge, 10	No Bid	
2. Motor Grader		
3/4" X 8" X 7' Dbl bevel bolt on, 50	No Bid	
5/8" X 8" X 7' Dbl bevel bolt on, 100	No Bid	
5/8" X 8" X 8' Dbl bevel bolt on, 20	No Bid	
3/4" X 8" X 4' Str/flt edge w/crbd edge,10	No Bid	
3/4" X 8" X 3' Str/flt edge w/crbd edge,10	No Bid	
Combined Total	#VALUE!	\$0.00

2024 Prices
Equipment Blades Inc. 27127 Parklane Dr. Sioux Falls SD 57107 Ph: 605-336-2730 Fax: 605-336-8241
\$193.13
\$240.99
\$149.83
\$123.24
\$146.84
\$322.22
\$241.04

% Change

Gasoline and Diesel Fuel

ITEM DESCRIPTION	NAME OF BIDDERS		2024 Prices	% Change
	Sioux Valley Cooperative 220 10th Street NW Watertown, SD 57201 (605) 886-5829 Fax (605) 886-4995			
Bid Security	\$200 Check \$400 Bond	\$200 Check \$400 Bond		
PRICE REDUCTION PER GALLON				
ITEM #1a. Unleaded Gasoline 87 At supplier's pump 250 gallons or more delivered	\$0.100		\$0.100	0.00%
ITEM #1b. 10% Ethanol Blend Unlead 87 At supplier's pump 250 gallons or more delivered	\$0.100		\$0.100	0.00%
ITEM #2. 10% Ethanol Blend Unlead 89 At supplier's pump 250 gallons or more delivered	No Bid		No Bid	
ITEM #3. E30 Ethanol Blend Unleaded 89 At supplier's pump	\$0.100		\$0.100	0.00%
ITEM #4. E85 Ethanol Blend Unleaded At supplier's pump	\$0.100		\$0.100	0.00%
ITEM #5. Premium Unleaded (91Octane) At supplier's pump	\$0.100		\$0.100	0.00%
ITEM #6a. Diesel Fuel No. 1-D At supplier's pump 250 gallons or more delivered	\$0.100		\$0.100	0.00%
ITEM #6b. Diesel Fuel No. 1-D With Dye At supplier's pump 250 gallons or more delivered	\$0.100		\$0.100	0.00%
ITEM #7a. Diesel Fuel No. 2-D At supplier's pump 250 gallons or more delivered	\$0.100		\$0.100	0.00%
ITEM #7b. Diesel Fuel No. 2-D With Dye At supplier's pump 250 gallons or more delivered	\$0.100		\$0.100	0.00%
ITEM #8a. Diesel Fuel 50/50 Blend At supplier's pump	\$0.100		\$0.100	0.00%
ITEM #8b. Diesel Fuel 50/50 Blend At supplier's pump With Dye	\$0.100		\$0.100	0.00%
ITEM #9a. Bio-Diesel Blend At supplier's pump	\$0.100		\$0.100	0.00%
ITEM #9b. Bio-Diesel Blend With Dye At supplier's pump	\$0.100		\$0.100	0.00%

Salt and Calcium Chloride

ITEM DESCRIPTION	NAME OF BIDDERS		2024 Prices	% Change
	Central Salt LLC 1420 State Road 14 Lyons, KS 67554 Ph: 620-257-5626	Blackstrap Inc. Box 258 Neligh, NE 68756 Ph: 402-887-5658 Fax: 402-887-5659		
Bid Security & Remarks	\$200 Check <u>\$400 Bond</u>	<u>\$200 Check</u> \$400 Bond	\$200 check	
1000 Tons Rock Salt \$/Ton	\$83.72 \$83,720.00	\$84.80 \$84,480.00	\$86.44 \$86,440.00	-3.15%
15 Tons Calcium Chloride \$/Ton	No Bid No Bid	\$705.00 \$10,575.00	\$695.00 \$10,425.00	1.44%



City Council

Agenda Item

Subject: Approval of a Bid Award to Mack Landscaping and Irrigation in the amount of \$117,436.08 for the 2024 Park and Recreation Improvements-Park Signs, Project No. 2409-A.

Meeting: City Council - Nov 04 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

On October 17, 2024, five (5) bids were received for the 2024 Park and Recreation Improvements-Park Signs, Project No. 2409-A. Mack Landscaping and Irrigation of Castlewood, SD had the lowest bid of \$117,436.08.

The scope of this project is to install new signs at 21 parks within the City of Watertown. Each park will have new metal sign installed between 2 landscape brick columns and have a concrete footing. This project will update the older existing signs within the parks.

FINANCIAL CONSIDERATIONS:

The funding for this project has been budgeted in the Park & Recreation Capital Improvement Fund, account 212-45182-43981, in the amount of \$140,000.00. With approval of the bid at \$117,436.08, the project is \$22,563.92 under budget.

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director
Justin Petersen, City Engineer
Dusty Rodiek, Parks, Recreation & Forestry Director
Kraig Engen, Project Manager/Engineer Technician

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of this Bid Award through the following motion:

I move to approve a Bid Award to Mack Landscaping and Irrigation in the amount of \$117,436.08 for the 2024 Park and Recreation Improvements-Park Signs, Project No. 2409-A.

ATTACHMENT(S):

[Bid Tabulation](#)
[Vicinity Map](#)

Agenda Item 9.(b) Approval of a Bid Award to Mack Landscaping and Irriga...

[List of Parks](#)

[Sign Layout](#)

BID TABULATION											
Estimate of Quantities 2024 Park & Rec Improvements Project No. 2409-A City of Watertown, South Dakota					Mack Landscaping 804 4th Ave N Castlewood, SD 57223 Ph: 605-880-6001		Basin Construction 1212 Basin Road Hayti, SD 57241 Ph: 605-783-6000		Clark Drew Construction 302 32nd Ave S Brookings, SD 57006 Ph: 605-692-9063		
BID SCHEDULE											
ITEM NO.	STD. BID ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL		
1	1.000	Mobilization	21 Each	\$ 176.00	\$ 3,696.00	\$ 887.00	\$ 18,627.00	\$ 1,566.00	\$ 32,886.00		
2	4.080	12" Concrete Footing	21 Each	\$ 1,250.00	\$ 26,250.00	\$ 985.00	\$ 20,685.00	\$ 1,160.00	\$ 24,360.00		
3	9.155	Aggregate Base Course	21 Each	\$ 85.71	\$ 1,800.00	\$ 624.00	\$ 13,104.00	\$ 580.00	\$ 12,180.00		
4	12.003	Landscaping	21 Each	\$ 300.00	\$ 6,300.00	\$ 509.00	\$ 10,689.00	\$ 232.00	\$ 4,872.00		
5	12.245	Landscape Birck Column	42 Each	\$ 1,540.24	\$ 64,690.08	\$ 1,389.00	\$ 58,338.00	\$ 1,595.00	\$ 66,990.00		
6	13.090	Furnish & Install Sign	21 Each	\$ 700.00	\$ 14,700.00	\$ 1,019.00	\$ 21,399.00	\$ 1,276.00	\$ 26,796.00		
Bid Total:					\$ 117,436.08	Bid Total:		\$ 142,842.00	Bid Total:		\$ 168,084.00

Estimate of Quantities 2024 Park & Rec Improvements Project No. 2409-A City of Watertown, South Dakota					Westover Masonry 23291 457th Ave Madison, SD 57042 Ph: 605-270-4134		Schwartzle Construction 100 E Lipton St. Tea, SD 57064 Ph: 605-370-8348			
BID SCHEDULE										
ITEM NO.	STD. BID ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	
1	1.000	Mobilization	21 Each	\$ 500.00	\$ 10,500.00	\$ 2,785.71	\$ 58,499.99			
2	4.080	12" Concrete Footing	21 Each	\$ 1,800.00	\$ 37,800.00	\$ 1,800.00	\$ 37,800.00			
3	9.155	Aggregate Base Course	21 Each	\$ 900.00	\$ 18,900.00	\$ 300.00	\$ 6,300.00			
4	12.003	Landscaping	21 Each	\$ 1,200.00	\$ 25,200.00	\$ 500.00	\$ 10,500.00			
5	12.245	Landscape Birck Column	42 Each	\$ 1,500.00	\$ 63,000.00	\$ 3,500.00	\$ 147,000.00			
6	13.090	Furnish & Install Sign	21 Each	\$ 2,000.00	\$ 42,000.00	\$ 1,900.00	\$ 39,900.00			
Bid Total:					\$ 197,400.00	Bid Total:		\$ 299,999.99		



VICINITY MAP





SIGN LOCATION TABLE

2024 PARK AND RECREATION IMPROVEMENTS
PARK SIGN PROJECT

DATE:	09/30/2024
SCALE:	NONE
DRAWN BY:	KVE
CHECKED BY:	JP
PROJECT NO:	2409-A

SHEET

2

SHEET 5
Belmont Park
Diamond Ball Park
Disc Golf
Harper Park
Highland Park
McKinley Park
Morningside Park
Nelson Park
Parks and Forestry Shop
Riverside Park

SHEET 6
Foundation Fields
Koch Complex
Mallard Cove Park
Pelican View Park

SHEET 7
City Park
Forsberg Park
Jackson Park

SHEET 8
Pelican "Skinny Krull" Lake Access

SHEET 9
Eastwoods Park
Lincoln Park
Northridge Park

*One sign per park to be installed.



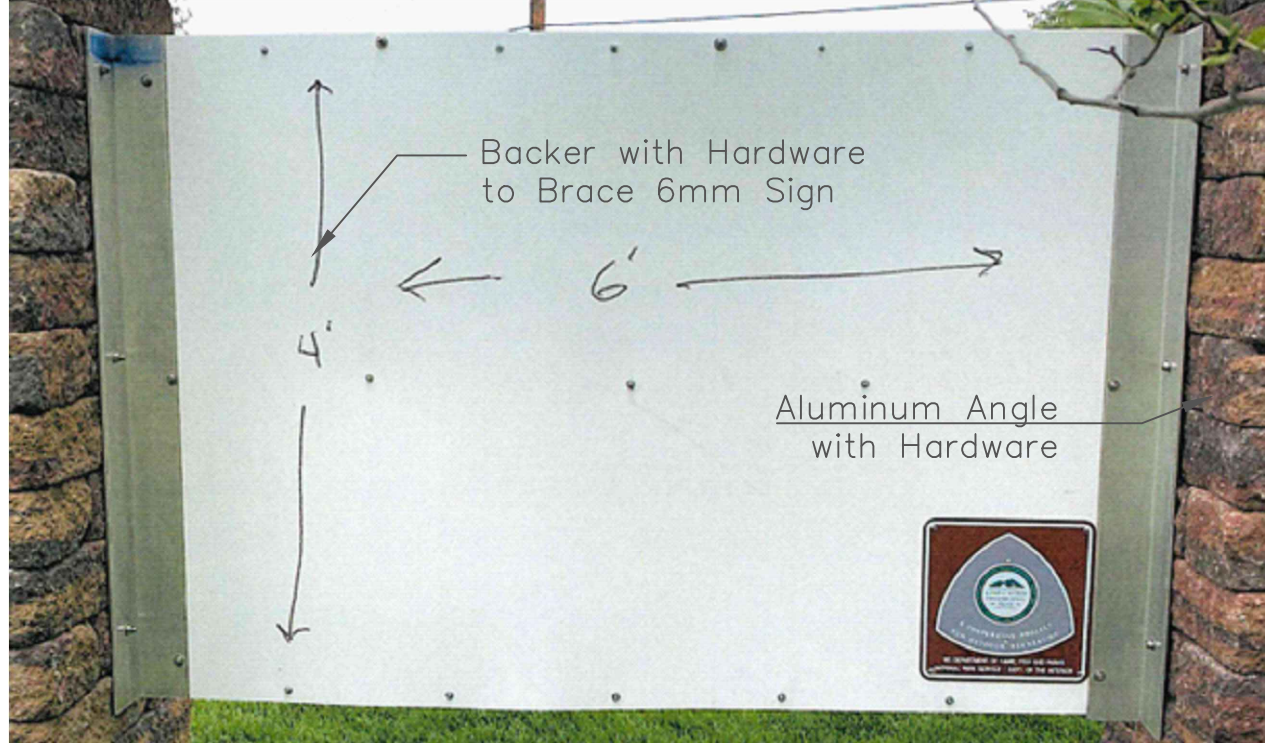
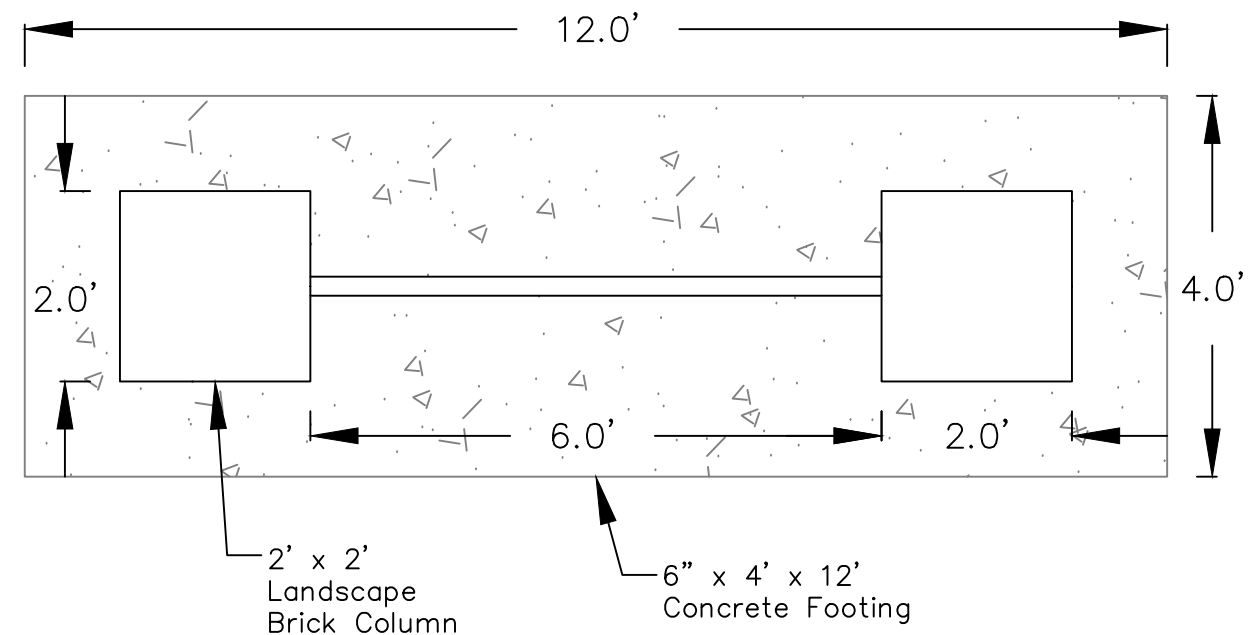
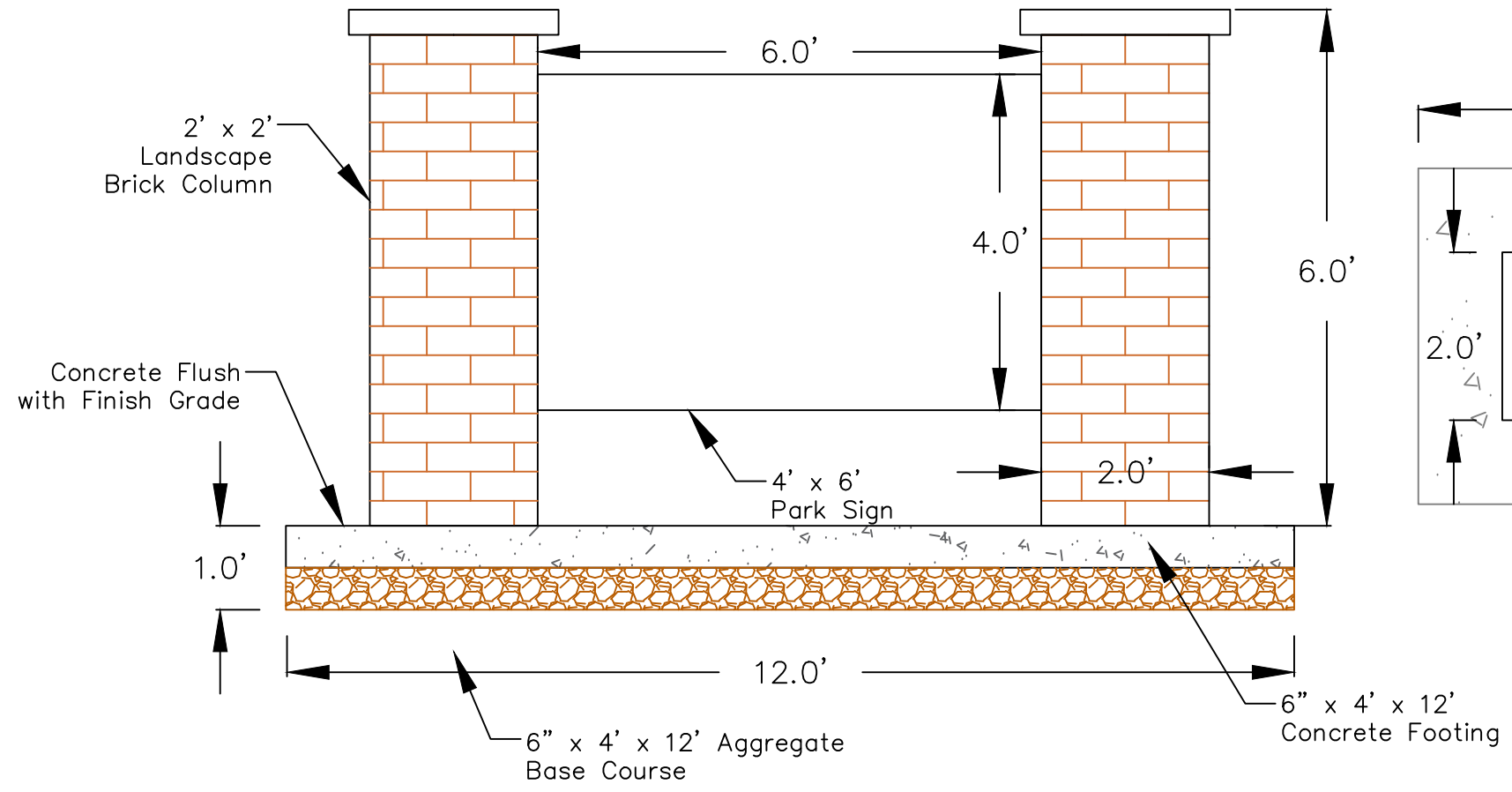
STANDARD
PLATE

2024 PARK AND RECREATION
IMPROVEMENTS
PARK SIGN PROJECT

DATE:	09/30/2024
SCALE:	NONE
DRAWN BY:	KVE
CHECKED BY:	JP
PROJECT NO:	2409-A

SHEET

4





City Council

Agenda Item

Subject: Approval of Change Order No. 1 (Final) for the 2024 Miscellaneous Drainage Project, Project No. 2411 to Level Contracting LLC, for an Increase of \$10,350.00 for a New Contract Price of \$139,980.60.

Meeting: City Council - Nov 04 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Change Order No. 1 (Final) accounts for the addition of (2) 8' pieces of 30" RCP, additional unclassified excavation and riprap, reset of (1) flared end, rebuild of anti-buoyancy collar forms, change in RCP size, and (2) drop inlets to account for site conditions in the field.

FINANCIAL CONSIDERATIONS:

FEMA has provided funds for this project in the amount of \$64,491.32. The remaining funding for this project has been budgeted from the account 212-43180-43919. Change Order No. 1 increases the total by \$10,350.00 for a new contract price of \$139,980.60.

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director
Justin Petersen, City Engineer
Chaz Spellman, Engineering Technician

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends the approval of this change order through the following motion:

I move to approve Change Order No. 1 (Final) for the 2024 Miscellaneous Drainage Project, Project No. 2411 to Level Contracting LLC for an Increase of \$10,350.00 for a New Contract Amount of \$139,980.60

ATTACHMENT(S):

[Change Order Signed](#)

CHANGE ORDER NO.: 1

Owner: **City of Watertown**
 Engineer: **Chaz Spellman**
 Contractor: **Level Contracting, LLC**
 Project: **Miscellaneous Drainage Project**
 Contract Name: **Miscellaneous Drainage Project**
 Date Issued: **10/18/2024**

Owner's Project No.: **2411**
 Engineer's Project No.: **2411**
 Contractor's Project No.:

Effective Date of Change Order: **10/18/2024**

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

Description:

In addition to original bid items, Rebuild Anti-buoyancy collar forms, Change in RCP size, 2 Drop Inlets, 16' of 30" RCP, 100 CY Unclassified Excavation, 44T of RipRap, Reset 1 Flared End

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>129,630.60</u>	Original Contract Times: Substantial Completion: <u>December 31, 2024</u> Ready for final payment: <u>January 31, 2025</u>
[No] previously approved Change Orders: \$ <u>0</u>	[No Change] from previously approved Change Orders Substantial Completion: <u>December 31, 2024</u> Ready for final payment: <u>January 31, 2025</u>
Contract Price prior to this Change Order: \$ <u>129,630.60</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 31, 2024</u> Ready for final payment: <u>January 31, 2025</u>
[Increase] this Change Order: \$ <u>10,350</u>	[No Change] this Change Order: Substantial Completion: <u>December 31, 2024</u> Ready for final payment: <u>January 31, 2025</u>
Contract Price incorporating this Change Order: \$ <u>139,980.60</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 31, 2024</u> Ready for final payment: <u>January 31, 2025</u>

Recommended by Engineer (if required)

By: _____

Title: _____

Date: _____

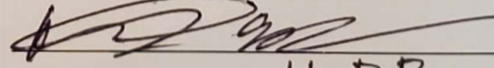
Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor


 owner / MBR
 10/21/24

Approved by Funding Agency (if applicable)

Agenda Item 9.(c) Approval of Change Order No. 1 (Final) for the 2024 Mi...

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Watertown	Owner's Project No.:	2411
Engineer:	Chaz Spellman	Engineer's Project No.:	2411
Contractor:	Level Contracting, LLC	Contractor's Project No.:	
Project:	Miscellaneous Drainage Project		
Contract:	Miscellaneous Drainage Project		

Application No.: 1 Application Period: From 10/18/24 to 11/18/24 Application Date: 10/18/24

A Bid Item No.	B Description	C Contract Information		D Contract Information		E Contract Information		F Contract Information		G Work Completed		H Materials Currently Stored (not in G) (\$)	I Work Completed and Materials Stored to Date (H + I) (\$)	J % of Value of Item (J / F) (%)	K Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
Original Contract															
1	Mobilization	Lump	Sum	13,000.00	13,000.00	1.00	13,000.00	-	13,000.00	100%	-	-	-	-	-
2	Traffic Control, Miscellaneous	Lump	Sum	5,000.00	5,000.00	1.00	5,000.00	-	5,000.00	100%	-	-	-	-	-
3	Type 3 Barricade, 6' Double Sided	2	Each	500.00	1,000.00	2.00	1,000.00	-	1,000.00	100%	-	-	-	-	-
4	Remove Concrete Curb & Gutter	70	L.F.	10.00	700.00	70.00	700.00	-	700.00	100%	-	-	-	-	-
5	Install 6" Reinforced Concrete Valley Gutter	25	S.Y.	300.00	7,500.00	25.00	7,500.00	-	7,500.00	100%	-	-	-	-	-
6	Install B66 Concrete Curb and Gutter P6 Gutter	70	L.F.	40.00	2,800.00	70.00	2,800.00	-	2,800.00	100%	-	-	-	-	-
7	Remove Storm Sewer Pipe	160	L.F.	20.00	3,200.00	160.00	3,200.00	-	3,200.00	100%	-	-	-	-	-
8	Remove Pipe End Section for Reset	4	Each	250.00	1,000.00	4.00	1,000.00	-	1,000.00	100%	-	-	-	-	-
9	Remove Drop Inlet for Reset	2	Each	500.00	1,000.00	2.00	1,000.00	-	1,000.00	100%	-	-	-	-	-
10	Reset Pipe End Section	4	Each	250.00	1,000.00	4.00	1,000.00	-	1,000.00	100%	-	-	-	-	-
11	Reset Type B Drop Inlet with Frame and Grate Assembly	2	Each	500.00	1,000.00	2.00	1,000.00	-	1,000.00	100%	-	-	-	-	-
12	Furnish and Install 24" RCP Pipe	40	L.F.	120.00	4,800.00	40.00	4,800.00	-	4,800.00	100%	-	-	-	-	-
13	Furnish and Install 30" RCP Pipe	112	L.F.	160.00	17,920.00	112.00	17,920.00	-	17,920.00	100%	-	-	-	-	-
14	Furnish and Install 36" RCP Pipe	8	L.F.	280.00	2,240.00	8.00	2,240.00	-	2,240.00	100%	-	-	-	-	-
15	24" Anti-Buoyancy Collar	1	Each	1,500.00	1,500.00	1.00	1,500.00	-	1,500.00	100%	-	-	-	-	-
16	30" Anti-Buoyancy Collar	2	Each	1,500.00	3,000.00	2.00	3,000.00	-	3,000.00	100%	-	-	-	-	-
17	36" Anti-Buoyancy Collar	1	Each	1,500.00	1,500.00	1.00	1,500.00	-	1,500.00	100%	-	-	-	-	-
18	Storm Sewer Pipe Bedding Material	160	L.F.	29.16	4,665.60	160.00	4,665.60	-	4,665.60	100%	-	-	-	-	-
19	Remove Asphalt Concrete Pavement	340	S.Y.	20.00	6,800.00	340.00	6,800.00	-	6,800.00	100%	-	-	-	-	-
20	4" Asphalt Concrete Composite	340	S.Y.	89.00	30,260.00	340.00	30,260.00	-	30,260.00	100%	-	-	-	-	-
21	Unclassified Excavation	259	C.Y.	15.00	3,885.00	259.00	3,885.00	-	3,885.00	100%	-	-	-	-	-
22	Haul & Place Salvaged Asphalt Mix	340	S.Y.	16.00	5,440.00	340.00	5,440.00	-	5,440.00	100%	-	-	-	-	-
23	Woven Geotextile Fabric	340	S.Y.	3.00	1,020.00	340.00	1,020.00	-	1,020.00	100%	-	-	-	-	-
24	Class B Rip Rap	16	Ton	75.00	1,200.00	16.00	1,200.00	-	1,200.00	100%	-	-	-	-	-
25	4" Aggregate Base Course, Roadway	340	S.Y.	10.00	3,400.00	340.00	3,400.00	-	3,400.00	100%	-	-	-	-	-
26	6" Aggregate Base Course, Curb & Gutter	70	L.F.	10.00	700.00	70.00	700.00	-	700.00	100%	-	-	-	-	-
27	Inlet Protection	4	Each	150.00	600.00	4.00	600.00	-	600.00	100%	-	-	-	-	-
28	Landscaping	Lump	Sum	3,500.00	3,500.00	1.00	3,500.00	-	3,500.00	100%	-	-	-	-	-
				Original Contract Totals	\$ 129,630.60		\$ 129,630.60	\$ -	\$ 129,630.60	100%	\$ -				
Change Orders															
10A	Reset Pipe End Section	1	Each	250.00	250.00	1.00	250.00	-	250.00	100%	-	-	-	-	-
21A	Unclassified Excavation	100	C.Y.	15.00	1,500.00	100.00	1,500.00	-	1,500.00	100%	-	-	-	-	-
24A	Class B Rip Rap	44	Ton	75.00	3,300.00	44.00	3,300.00	-	3,300.00	100%	-	-	-	-	-
29A	Anit-bouyancy Colloar Adjustment	Lump	Sum	700.00	700.00	1.00	700.00	-	700.00	100%	-	-	-	-	-
30A	Drop Inlet Adjustments	Lump	Sum	1,000.00	1,000.00	1.00	1,000.00	-	1,000.00	100%	-	-	-	-	-
31A	30" RCP Adjustments	Lump	Sum	3,600.00	3,600.00	1.00	3,600.00	-	3,600.00	100%	-	-	-	-	-
				Change Order Totals	\$ 10,350.00		\$ 10,350.00	\$ -	\$ 10,350.00	100%	\$ -				
Original Contract and Change Orders															
				Project Totals	\$ 139,980.60		\$ 139,980.60	\$ -	\$ 139,980.60	100%	\$ -				



City Council

Agenda Item

Subject: Approval of Change Order No. 1 for the 2024 Neighborhood Street Reconstruction 12th Avenue NW, Project No. 2403, with Duininck Inc., for an Increase of \$73,650.22 for a New Contract Price of \$1,517,510.17 and a Decrease in Contract Time for a New Substantial Completion Date of September 27, 2024, and Final Completion Date of October 25, 2024.

Meeting: City Council - Nov 04 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

This change order adjusts the final quantities, the substantial completion date from October 4, 2024, to September 27, 2024, and the final completion date from November 1, 2024, to October 25, 2024. Duininck proposed altering how the project will be completed in two phases. This proposed option extended phase one from 1st Street NW to Crestview Drive to include all of the water main replacement into phase one. Our contract has phase 1 from 1st Street NW to 4th Street NW and would have 1.5 blocks of water main replacement in phase 2. Duininck has agreed to move the completion dates up one week and maintain crossings along 12th Avenue NW for the general public.

The quantity adjustments include watermain adjustments, additional material (unclassified excavation) removal, and drain tile to account for an underground spring.

The 12th Avenue NW project consists of a full street reconstruction between 6th Street NW and 1st Street NW. Water main replacement is included in this project between Crestview Drive and 1st Street NW.

FINANCIAL CONSIDERATIONS:

The funding for this project has been budgeted in the Capital Improvement Fund, Account 212-43180-43919 in the amount of \$2,500,000. The (City) Bid Schedule A portion of the project is \$995,946.95. The (WMU) Bid Schedule B portion of the project is \$447,913.00. WMU has paid Duininck for their portion of this project.

(City) Bid Schedule A: \$995,946.95

Change Order 1A: \$10,635.76

New Contract Price-Bid Schedule A: \$1,006,582.71

(WMU) Bid Schedule B: \$447,913.00

Change Order 1B: \$63,014.46

New Contract Price-Bid Schedule B: \$510,927.46

Agenda Item 9.(d) Approval of Change Order No. 1 for the 2024 Neighborho...

Original Bid-Total of Bid Schedules A & B: \$1,443,859.95

Change Order No. 1: \$73,650.22

New Contract Price-Total of Bid Schedules A & B: \$1,517,510.17

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director

Justin Petersen, City Engineer

Kraig Engen, Engineer Technician/Project Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of the change order with the following motion:

I move to approve Change Order No. 1 for the 2024 Neighborhood Street Reconstruction 12th Avenue NW, Project No. 2403, with Duininck Inc., for an Increase of \$73,650.22 for a New Contract Price of \$1,517,510.17 and a Decrease in Contract Time for a New Substantial Completion Date of September 27, 2024, and Final Completion Date of October 25, 2024.

ATTACHMENT(S):

[Change Order No.1](#)

[Vicinity Map](#)

CHANGE ORDER NO.: 1

Owner: City of Watertown, SD
 Engineer: Kraig Engen
 Contractor: Duininck, Inc.
 Project: 2024 Neighborhood Street Reconstruction-12th Avenue NW
 Contract Name: 2024 Neighborhood Street Reconstruction-12th Avenue NW
 Date Issued: 10/21/2024

Owner's Project No.: 2403
 Engineer's Project No.: 2403
 Contractor's Project No.:

Effective Date of Change Order: 11/4/2024

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

Description: **Adjust quantities for Bid Schedule A and Bid Schedule B**

Attachments: **Quantities**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,443,859.95</u>	Original Contract Times: Substantial Completion: <u>October 4, 2024</u> Ready for final payment: <u>November 1, 2024</u>
[Increase] from previously approved Change Orders No. 1 to No. \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,443,859.95</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 4, 2024</u> Ready for final payment: <u>November 1, 2024</u>
Increase this Change Order: \$ <u>73,650.22</u>	Decrease this Change Order: Substantial Completion: <u>September 27, 2024</u> Ready for final payment: <u>October 25, 2024</u>
Contract Price incorporating this Change Order: \$ <u>1,517,510.17</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 27, 2024</u> Ready for final payment: <u>October 25, 2024</u>

Recommended by Engineer (if required)

Accepted by Contractor

By: Kraig Engen
 Title: Engineering Tech
 Date: 10/22/2024

Patrick Hand
Project Manager
10/22/2024



Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

Agenda Item 9.(d) Approval of Change Order No. 1 for the 2024 Neighborho...

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Watertown	Owner's Project No.:	2403
Engineer:	Kraig Engen	Engineer's Project No.:	2403
Contractor:	Dominick, Inc.	Contractor's Project No.:	
Project:	2024 12th Avenue NW		
Contract:	2024 12th Avenue NW		

Application No.:	3	Application Period:	From 09/10/24 to 10/18/24	Application Date:	10/18/24
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A	B	C			D		E		F		G		H		I	J	K	L	
		Item	Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)							
Bid Schedule A																			
1A	Mobilization	Lump	Sum		98,000.00			98,000.00	1.00		98,000.00			-	98,000.00	100%		-	
2A	Traffic Control, Miscellaneous	Lump	Sum		9,500.00			9,500.00	1.00		9,500.00			-	9,500.00	100%		-	
3A	Traffic Control Signs		S.F.	416.00	2.75	1,144.00		1,144.00	416.00		1,144.00			-	1,144.00	100%		-	
4A	Type 3 Barricade, 6' Double Sided		Each	60.00	75.00	4,500.00		4,500.00	60.00		4,500.00			-	4,500.00	100%		-	
5A	Clear and Grub Shrub		Each	1.00	500.00	500.00		500.00	1.00		500.00			-	500.00	100%		-	
6A	Clear and Grub Tree		Each	1.00	1,500.00	1,500.00		1,500.00	1.00		1,500.00			-	1,500.00	100%		-	
7A	Remove Concrete Curb & Gutter		L.F.	4,515.00	4.00	18,060.00		18,060.00	4,515.00		18,060.00			-	18,060.00	100%		-	
8A	Remove Concrete Sidewalk		S.F.	2,409.00	2.00	4,818.00		4,818.00	2,409.00		4,818.00			-	4,818.00	100%		-	
9A	Remove Concrete Approach Pavement		S.Y.	580.00	17.00	9,860.00		9,860.00	580.00		9,860.00			-	9,860.00	100%		-	
10A	Remove Concrete Valley Gutter		S.Y.	17.00	25.00	425.00		425.00	17.00		425.00			-	425.00	100%		-	
11A	6" PCC Driveway Pavement		S.Y.	304.00	70.00	21,280.00		21,280.00	304.00		21,280.00			-	21,280.00	100%		-	
12A	6" PCC Approach Pavement		S.Y.	243.00	70.00	17,010.00		17,010.00	243.00		17,010.00			-	17,010.00	100%		-	
13A	Install 6" PCC Fillet Section		S.Y.	190.00	120.00	22,800.00		22,800.00	190.00		22,800.00			-	22,800.00	100%		-	
14A	Install 6" Reinforced Concrete Valley Gutter		S.Y.	183.00	120.00	21,960.00		21,960.00	183.00		21,960.00			-	21,960.00	100%		-	
15A	Install B66/P6 Concrete Curb and Gutter		L.F.	4,507.00	24.50	110,421.50		110,421.50	4,507.00		110,421.50			-	110,421.50	100%		-	
16A	Install 4" Concrete Sidewalk		S.F.	5,812.00	8.00	46,496.00		46,496.00	5,812.00		46,496.00			-	46,496.00	100%		-	
17A	Install 6" Concrete Sidewalk		S.F.	174.00	9.00	1,566.00		1,566.00	174.00		1,566.00			-	1,566.00	100%		-	
18A	Furnish & Install Detectable Warning Panels		S.F.	640.00	55.00	35,200.00		35,200.00	640.00		35,200.00			-	35,200.00	100%		-	
19A	Adjust Manhole		Each	7.00	750.00	5,250.00		5,250.00	7.00		5,250.00			-	5,250.00	100%		-	
20A	Valve Box Adjustment		Each	18.00	350.00	6,300.00		6,300.00	18.00		6,300.00			-	6,300.00	100%		-	
21A	Full Depth Milling		S.Y.	11,295.00	4.25	48,003.75		48,003.75	11,295.00		48,003.75			-	48,003.75	100%		-	
22A	4" Asphalt Concrete Composite		S.Y.	9,481.00	24.95	236,550.95		236,550.95	9,481.00		236,550.95			-	236,550.95	100%		-	
23A	Salvage Traffic Sign for Reset		Each	2.00	100.00	200.00		200.00	2.00		200.00			-	200.00	100%		-	
24A	Unclassified Excavation		C.Y.	3,210.00	23.00	73,830.00		73,830.00	3,210.00		73,830.00			-	73,830.00	100%		-	
25A	Haul & Place Salvaged Asphalt Mix		Ton	4,336.00	13.00	56,368.00		56,368.00	4,336.00		56,368.00			-	56,368.00	100%		-	
26A	Woven Geotextile Fabric		S.Y.	9,481.00	3.25	30,813.25		30,813.25	9,481.00		30,813.25			-	30,813.25	100%		-	
27	4" Aggregate Base Course, Roadway		S.Y.	9,481.00	6.00	56,886.00		56,886.00	9,481.00		56,886.00			-	56,886.00	100%		-	
28A	6" Aggregate Base Course, Curb & Gutter		L.F.	4,509.00	1.50	6,763.50		6,763.50	4,509.00		6,763.50			-	6,763.50	100%		-	
29A	2" Aggregate Base Course, 4" Sidewalk		S.Y.	646.00	3.50	2,261.00		2,261.00	646.00		2,261.00			-	2,261.00	100%		-	
30A	6" Aggregate Base Course, 6" Sidewalk		S.Y.	20.00	9.50	190.00		190.00	20.00		190.00			-	190.00	100%		-	
31A	6" Aggregate Base Course, Fillet Section		S.Y.	190.00	9.50	1,805.00		1,805.00	190.00		1,805.00			-	1,805.00	100%		-	
32A	6" Aggregate Base Course, Valley Gutter		S.Y.	183.00	9.50	1,738.50		1,738.50	183.00		1,738.50			-	1,738.50	100%		-	
33A	6" Aggregate Base Course, Approach Pavement		S.Y.	243.00	9.50	2,308.50		2,308.50	243.00		2,308.50			-	2,308.50	100%		-	
34A	6" Aggregate Base Course, Driveway Pavement		S.Y.	304.00	9.50	2,888.00		2,888.00	304.00		2,888.00			-	2,888.00	100%		-	
35A	Silt Fence		L.F.	42.00	10.00	420.00		420.00	42.00		420.00			-	420.00	100%		-	
36A	Sediment Filter Bag		L.F.	20.00	4.00	80.00		80.00	20.00		80.00			-	80.00	100%		-	
37A	Temporary Vehicle Tracking Control		Each	3.00	500.00	1,500.00		1,500.00	3.00		1,500.00			-	1,500.00	100%		-	
38A	Landscaping	Lump	Sum		26,000.00	26,000.00		26,000.00	1.00		26,000.00			-	26,000.00	100%		-	
39A	Remove and Reset Fence		L.F.	65.00	100.00	6,500.00		6,500.00	65.00		6,500.00			-	6,500.00	100%		-	
40A	Remove & Reset Mailbox and Post		Each	1.00	250.00	250.00		250.00	1.00		250.00			-	250.00	100%		-	
41A	Temporary Access Sidewalk		L.F.	400.00	10.00	4,000.00		4,000.00	400.00		4,000.00			-	4,000.00	100%		-	
Bid Schedule A Totals										\$	995,946.95	\$	995,946.95	\$	-	\$	995,946.95	100%	\$
Bid Schedule B																			
1B	Remove Asbestos Cement (AC) Pipe		L.F.	377	35.00	13,195.00		13,195.00	377.00		13,195.00			-	13,195.00	100%		-	
2B	Furnish and Install 16-inch PVC Water Main		L.F.	647	175.00	113,225.00		113,225.00	647.00		113,225.00			-	113,225.00	100%		-	
3B	Furnish and Install 10-inch PVC Water Main		L.F.	463	115.00	53,245.00		53,245.00	463.00		53,245.00			-	53,245.00	100%		-	
4B	Furnish and Install 6-inch PVC Water Main		L.F.	536	85.00	45,560.00		45,560.00	536.00		45,560.00			-	45,560.00	100%		-	
5B	Furnish and Install 4-inch PVC Water Main		L.F.	10	125.00	1,250.00		1,250.00	10.00		1,250.00			-	1,250.00	100%		-	
6B	Furnish and Install 16 x 10-Inch Reducer		E.A.	1,550.00	4.650.00	7,207.50		7,207.50	1,550.00		7,207.50			-	7,207.50	100%		-	
7B	Furnish and Install 16 x 6-Inch Reducer		E.A.	1,350.00	2,700.00	3,645.00		3,645.00	1,350.00		3,645.00			-	3,645.00	100%		-	
8B	Furnish and Install 10 x 6-Inch Reducer		E.A.	525.00	525.00	275.25		275.25	525.00		275.25			-	275.25	100%		-	
9B	Furnish and Install 6 x 4-Inch Reducer		E.A.	275.00	550.00	151.25		151.25	275.00		151.25			-	151.25	100%		-	
10B	Furnish and Install 16 x 6-Inch Cross		E.A.	2,550.00	2,550.00	1,308.75		1,308.75	2,550.00		1,308.75			-	1,308.75	100%		-	
11B	Furnish and Install 10-inch Romac Macro XI Coupling		E.A.	1,500.00	1,500.00	787.50		787.50	1,500.00		787.50			-	787.50	100%		-	
12B	Furnish and Install 10-inch MJ Coupling		E.A.	575.00	1,150.00	603.75		603.75	575.00		603.75			-	603.75	100%		-	
13B	Furnish and Install 6-inch MJ Coupling		E.A.	350.00	2,800.00	980.00		980.00	350.00		980.00			-	980.00	100%		-	
14B	Furnish and Install 4-inch MJ Coupling		E.A.	250.00	500.00	125.00		125.00	250.00		125.00			-	125.00	100%		-	
15B	Furnish and Install 16-inch Tee		E.A.	3,350.00	10,050.00	5,227.50		5,227.50	3,350.00		5,227.50			-	5,227.50	100%		-	
16B	Furnish and Install 10-inch Tee		E.A.	1,150.00	1,150.00	603.75		603.75	1,150.00		603.75			-	603.75	100%		-	
17B	Furnish and Install 6-inch Tee		E.A.	525.00	4,725.00	2,482.50		2,482.50	525.00		2,482.50			-	2,482.50	100%		-	
18B	Furnish and Install 10 x 6-Inch Tee		E.A.	875.00	1,750.00	912.50		912.50	875.00		912.50			-	912.50	100%		-	
19B	Furnish and Install 16-inch Valve and Box		E.A.	11,250.00	33,750.00	17,587.50		17,587.50	11,250.00		17,587.50			-	17,587.50	100%		-	
20B	Furnish and Install 10-inch Valve and Box		E.A.	4,900.00	19,600.00	10,324.00		10,324.00	4,900.00		10,324.00			-	10,324.00	100%		-	
21B	Furnish and Install 6-inch Valve and Box		E.A.	2,500.00	50,000.00	25,000.00		25,000.00	2,500.00		25,000.00			-	25,000.00	100%		-	
22B	Furnish and Install 16-inch MJ Foster Adaptor		E.A.	1,250.00	3,750.00	1,875.00		1,875.00	1,250.00		1,875.00			-	1,875.00	100%		-	
23B	Furnish and Install 10-inch MJ Foster Adaptor																		

Agenda Item 9.(d) Approval of Change Order No. 1 for the 2024 Neighborho...

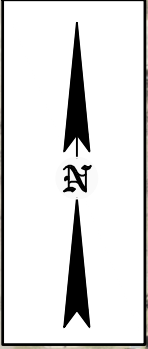
Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Watertown	Owner's Project No.:	2403
Engineer:	Kraig Engen	Engineer's Project No.:	2403
Contractor:	Duinick, Inc.	Contractor's Project No.:	
Project:	2024 12th Avenue NW		
Contract:	2024 12th Avenue NW		

Application No.:	3	Application Period:	From 09/10/24 to 10/18/24	Application Date:	10/18/24
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A Bid Item No.	B Description	C Contract Information			E Value of Bid Item (C X E)			G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		D Item Quantity	Units	Unit Price (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	H Value of Work Completed to Date (E X G) (\$)						
Change Orders													
1A	Mobilization	Lump	Sum	-30,380.00	(30,380.00)	1.00	(30,380.00)			-	(30,380.00)	100%	-
5A	Clear and Grub Shrub	(1.00)	Each	500.00	(500.00)	(1.00)	(500.00)			-	(500.00)	100%	-
6A	Clear and Grub Tree	(1.00)	Each	1,500.00	(1,500.00)	(1.00)	(1,500.00)			-	(1,500.00)	100%	-
7A	Remove Concrete Curb & Gutter	340.00	L.F.	4.00	1,360.00	340.00	1,360.00			-	1,360.00	100%	-
8A	Remove Concrete Sidewalk	(577.00)	S.F.	2.00	(1,154.00)	(577.00)	(1,154.00)			-	(1,154.00)	100%	-
9A	Remove Concrete Approach Pavement	139.00	S.Y.	17.00	2,363.00	139.00	2,363.00			-	2,363.00	100%	-
11A	6" PCC Driveway Pavement	92.00	S.Y.	70.00	6,440.00	92.00	6,440.00			-	6,440.00	100%	-
12A	6" PCC Approach Pavement	(85.00)	S.Y.	70.00	(5,950.00)	(85.00)	(5,950.00)			-	(5,950.00)	100%	-
15A	Install B66/P6 Concrete Curb and Gutter	340.00	L.F.	24.50	8,330.00	340.00	8,330.00			-	8,330.00	100%	-
16A	Install 4" Concrete Sidewalk	(577.00)	S.F.	8.00	(4,616.00)	(577.00)	(4,616.00)			-	(4,616.00)	100%	-
22A	4" Asphalt Concrete Composite	202.00	S.Y.	24.95	5,039.90	202.00	5,039.90			-	5,039.90	100%	-
24A	Unclassified Excavation	1,200.00	C.Y.	23.00	27,600.00	1,200.00	27,600.00			-	27,600.00	100%	-
25A	Haul & Place Salvaged Asphalt Mix	93.00	Ton	13.00	1,209.00	93.00	1,209.00			-	1,209.00	100%	-
27A	4" Aggregate Base Course, Roadway	60.00	SY	6.00	360.00	60.00	360.00			-	360.00	100%	-
28A	6" Aggregate Base Course, Curb & Gutter	340.00	LF	1.50	510.00	340.00	510.00			-	510.00	100%	-
29A	2" Aggregate Base Course, 4" Sidewalk	(577.00)	SY	3.50	(2,019.50)	(577.00)	(2,019.50)			-	(2,019.50)	100%	-
33A	6" Aggregate Base Course, Approach Pavement	(85.00)	SY	9.50	(807.50)	(85.00)	(807.50)			-	(807.50)	100%	-
34A	6" Aggregate Base Course, Driveway Pavement	92.00	SY	9.50	874.00	92.00	874.00			-	874.00	100%	-
35A	Silt Fence	82.00	LF	10.00	820.00	82.00	820.00			-	820.00	100%	-
37A	Temporary Vehicle Tracking Control	(3.00)	Each	500.00	(1,500.00)	(3.00)	(1,500.00)			-	(1,500.00)	100%	-
39A	Remove and Reset Fence	(65.00)	L.F.	100.00	(6,500.00)	(65.00)	(6,500.00)			-	(6,500.00)	100%	-
41A	Temporary Access Sidewalk	(400.00)	L.F.	10.00	(4,000.00)	(400.00)	(4,000.00)			-	(4,000.00)	100%	-
42A	6" Drain Tile	222.00	L.F.	31.06	6,895.32	222.00	6,895.32			-	6,895.32	100%	-
43A	Bituminous Patch	Lump	Sum	3,568.91	3,568.91	1.00	3,568.91			-	3,568.91	100%	-
44A	Regrade Base Course	415.00	S.Y.	2.36	979.40	415.00	979.40			-	979.40	100%	-
44A	Backfill Curb & Gutter	253.00	L.F.	2.87	726.11	253.00	726.11			-	726.11	100%	-
45A	Additional Mobilization	Lump	Sum	2,487.12	2,487.12	1.00	2,487.12			-	2,487.12	100%	-
				(City) Change Order 1A Totals	10,635.76		10,635.76			-	10,635.76	100%	-
36B	Mobilization(WMU 31%)	Lump	Sum	30,380.00	30,380.00	1.00	30,380.00			-	30,380.00	100%	-
37B	Furnish & Install 16"-45 deg. Bends (WMU)	8.00	Each	2,767.29	22,138.32	8.00	22,138.32			-	22,138.32	100%	-
38B	Furnish & Install 6-inch PVC Watermain (WMU)	88.00	L.F.	30.43	2,677.84	88.00	2,677.84			-	2,677.84	100%	-
39B	1" to 3/4" Copper Service (WMU)	51.00	L.F.	153.30	7,818.30	51.00	7,818.30			-	7,818.30	100%	-
				(WMU) Change Order 1B Totals	63,014.46		63,014.46			-	63,014.46	100%	-
				Change Order Totals	\$ 73,650.22		\$ 73,650.22			\$ 73,650.22	100%	-	-
Original Contract and Change Orders													
				(City) Bid Schedule A Project Totals	1,006,582.71		1,006,582.71			1,006,582.71	100%	-	-
				(WMU) Bid Schedule B Project Totals	510,927.46		510,927.46			510,927.46	100%	-	-
				Project Totals	\$ 1,517,510.17		\$ 1,517,510.17			\$ 1,517,510.17	100%	-	-



VICINITY MAP



14th Avenue NW

6th Street NW

12th Avenue NW

4th Street NW

1st Street NW

W Highland Blvd



City Council

Agenda Item

Subject: 2025 Budget Appropriation:
1. Ordinance No. 24-25 for the 2025 City Budget Appropriation
2. 2025 Enterprise Funds Budget

Meeting: City Council - Nov 04 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The City Council sets the budget for the following year through a budget ordinance. The budget must be approved by the end of November.

FINANCIAL CONSIDERATIONS:

NA

STAFF RECOMMENDATION / SUGGESTED MOTION:

First Reading - No Action

ATTACHMENT(S):

[Budget Ordinance 2025 - Council Meeting & Paper](#)

[2025 Enterprise Fund Budget Paper](#)

ORDINANCE 24-25
2025 APPROPRIATION ORDINANCE

SECTION I BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERTOWN, CODINGTON COUNTY, SOUTH DAKOTA, that the following amounts be appropriated to meet the obligations of the Municipality:

General Fund	Parks & Recreation Fund	Special 1% (BBB) Sales Tax Fund	Prairie Lakes Wellness Center Fund	Casualty Reserve Fund	Capital Improv. Fund	Emergency 9-1-1 Fund	Library Fines Fund	Tax Increment District #5 Fund	Tax Increment District #7 Fund	Tax Increment District #8 Fund	Tax Increment District #9 Fund	Tax Increment District #10 Fund	Tax Increment District #11 Fund	Tax Increment District #12 Fund	Tax Increment District #13 Fund	Tax Increment District #14 Fund	Tax Increment District #15 Fund	Tax Increment District #16 Fund	Tax Increment District #17 Fund	Tax Increment District #19 Fund	Tax Increment District #20 Fund	Capital Project Fund - 505	Total Governmental Funds	
410 GENERAL GOVERNMENT																								
411 Legislative																								
411.10	Mayor & City Council	204,150	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	204,150	
411.50	Contingency	150,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	150,000	
TOTAL LEGISLATIVE		354,150																					354,150	
415 Financial Administration																								
415.15	City Manager	545,040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	545,040	
415.20	Attorney	173,050	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	173,050	
415.25	Human Resources Department	452,940	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	452,940	
415.30	Finance Office	744,890	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	744,890	
TOTAL FINANCIAL ADMINISTRATION		1,915,920																					1,915,920	
419 Other																								
419.15	Contributions to External Org	458,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	458,250	
419.33	Information Technology	850,820	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	850,820	
419.41	Facilities Management	918,550	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	918,550	
419.60	Engineering	682,230	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	682,230	
TOTAL OTHER		2,909,850																					2,909,850	
TOTAL GENERAL GOVERNMENT		5,179,920																					5,179,920	
420 PUBLIC SAFETY																								
420.85	Public Safety Equipment/Vehicles	-	-	-	862,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	862,500	
421.00	Police	5,393,590	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,393,590	
421.51	Emergency 9-1-1 Dispatch	-	-	-	-	1,471,850	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,471,850	
422.20	Fire Fighting & Prevention	1,342,400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,342,400	
422.91	Ambulance Service	3,837,850	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,837,850	
TOTAL PUBLIC SAFETY		10,573,840			862,500	1,471,850																	12,908,190	
430 PUBLIC WORKS																								
430.10	Public Works Administration	318,960	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	318,960	
430.15	Public Works Equipment/Vehicles	-	-	-	323,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	323,000	
431.20	Highways, Streets and Roadways	1,976,540	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,976,540	
431.25	Snow Removal	430,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	430,100	
431.60	Street Lighting	920,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	920,000	
431.80	Street System Improvements	-	-	-	3,860,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,860,000	
432.54	Storm Sewer/Water Resources	57,400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57,400	
437.00	Cemetery	327,350	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	327,350	
TOTAL PUBLIC WORKS		4,030,350			4,183,000																		8,213,350	
440 HEALTH AND WELFARE																								
441.32	Mosquito Control	114,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	114,500	
441.43	Animal Control/Code Enforcement	239,610	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	239,610	
TOTAL HEALTH AND WELFARE		354,110																					354,110	
450 CULTURE AND RECREATION																								
451.00	Park & Recreation Department	5,956,840	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,956,840	
451.10	Park & Recreation Equipment/Vehicles	-	-	-	299,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	299,000	
451.22	Prairie Lakes Wellness Center	-	-	1,667,450	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,667,450	
451.82	Rec & Cultural Facility Impr	-	-	-	2,790,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,790,000	
452.40	Forestry	495,810	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	495,810	
455.00	Library	1,074,510	-	-	-	-	39,450	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,113,960	
456.02	Capital Projects Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL CULTURE AND RECREATION		1,570,320	5,956,840	1,667,450	3,089,000		39,450																12,323,060	
460 CONSERVATION AND DEVELOPMENT																								
465.12	Community Development	565,100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	565,100	
465.83	Industrial Park/Infrastructure	-	-	-	57,400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57,400	
490.10	General Government	-	-	229,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	229,500	
490.11	Watertown Promotions	-	-	487,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	487,000	
TOTAL CONSERVATION AND DEVELOPMENT		565,100		716,500	57,400																		1,339,000	
470 DEBT SERVICE																								
470.00	Debt Service Payments	-	-	-	5,446,030	-	-	512,600	-	-	-	1,600	141,170	-	-	-	-	-	-	-	-	-	6,101,400	
TOTAL DEBT SERVICE					5,446,030			512,600				1,600	141,170										6,101,400	
490 OPERATING TRANSFERS OUT																								
457.20	Contributions	-	-	-	-	-	-	-	332,800	42,200	31,600	-	-	-	43,350	80,750	307,700	208,700	60,000	42,000	20,800	22,200	1,192,100	
493.18	To General Fund	-	-	34,120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	34,120	
493.11	To Park and Recreation Fund	1,837,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,437,000	
493.00	To Airport Enterprise Fund	793,750	-	-	945,280	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,739,030	
493.01	To TIF #11 Fund	-	-	-	75,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	75,000	
TOTAL OPERATING TRANSFERS OUT		2,630,750	600,000	34,120	1,020,280			332,800	42,200	31,600				43,350	80,750	307,700	208,700	60,000	42,000	20,800	22,200		5,477,250	
TOTAL 2025 APPROPRIATIONS		24,904,390	5,956,840	1,316,500	1,667,450	34,120	14,658,210	1,471,850	39,450	512,600	332,800	42,200	31,600	1,600	141,170	43,350	80,750	307,700	208,700	60,000	42,000	20,800	22,200	51,896,280
CAPITAL OUTLAY ACCUMULATIONS at 12-31-23																								
TOTAL 2025 Appropriations & Capital Outlay Accumulations		24,904,390	5,956,840	1,316,500	1,667,450	34,120	14,658,210	1,471,850	39,450	512,600	332,800	42,200	31,600	1,600	141,170	43,350	80,750	307,700	208,700	60,000	42,000	20,800	22,200	51,896,280

Agenda Item 10.(a) 2025 Budget Appropriation: 1. Ordinance No. 24-25 for...

SECTION II The following designates the application of funds derived from the sources indicated:

General Fund	Special Revenue Funds																				Capital Project Fund - 505	Total Governmental Funds			
	Parks & Recreation Fund	Special 1% (BBB) Sales Tax Fund	Prairie Lakes Wellness Center Fund	Casualty Reserve Fund	Capital Improvement Fund	Emergency 9-1-1 Fund	Library Fines Fund	Tax Increment District #5 Fund	Tax Increment District #7 Fund	Tax Increment District #8 Fund	Tax Increment District #9 Fund	Tax Increment District #10 Fund	Tax Increment District #11 Fund	Tax Increment District #12 Fund	Tax Increment District #13 Fund	Tax Increment District #14 Fund	Tax Increment District #15 Fund	Tax Increment District #16 Fund	Tax Increment District #17 Fund	Tax Increment District #19 Fund			Tax Increment District #20 Fund		
FUNDS AVAILABLE:																									
Estimated Fund Balance on 12/31/24	12,739,590	1,132,653	957,871	128,065	34,116	9,155,234	630,898	163,261	(3,111,396)	-	-	-	-	900	-	-	-	-	-	-	-	-	-	10,274,377	32,105,569
ANTICIPATED REVENUES:																									
310 Taxes	15,519,200	1,250,000	-	-	10,771,000	-	-	-	512,600	332,800	42,200	31,600	1,600	71,300	43,350	80,750	307,700	208,700	60,000	42,000	20,800	22,200	-	29,317,800	
320 Licenses and Permits	449,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	449,200
330 Intergovernmental Revenues	1,149,200	-	-	-	1,676,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,825,200
340 Charges for Goods and Services	1,580,720	2,062,300	-	1,608,500	-	1,411,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,662,520
350 Fines and Forfeitures	35,000	-	-	-	-	-	-	8,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	43,000
360 Miscellaneous Revenues	527,700	825,800	20,000	109,500	1,387,710	83,500	11,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	3,015,210	
380 Enterprise Operating Revenues	180,900	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	180,900
Subtotal - Anticipated Revenues	19,441,920	2,888,100	1,270,000	1,718,000	-	13,834,710	1,494,500	19,000	512,600	332,800	42,200	31,600	1,600	71,300	43,350	80,750	307,700	208,700	60,000	42,000	20,800	22,200	50,000	42,493,830	
Operating Transfers In:																									
From General Fund	-	1,837,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,837,000
From Special Sales Tax (BBB) Fund	-	600,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	600,000
From Capital Improvement Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	75,000	-	-	-	-	-	-	-	-	-	-	75,000
From Sewer Fund	967,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	967,200
From Solid Waste Fund	689,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	689,000
From Municipal Utilities Funds	1,489,400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,489,400
Subtotal - Operating Transfers In	3,145,600	2,437,000	-	-	-	-	-	-	-	-	-	-	-	75,000	-	-	-	-	-	-	-	-	-	-	5,657,600
TOTAL SOURCES OF FUNDS	35,327,110	6,457,753	2,227,871	1,846,065	34,116	22,989,944	2,125,398	182,261	(2,598,796)	332,800	42,200	31,600	1,600	147,200	43,350	80,750	307,700	208,700	60,000	42,000	20,800	22,200	10,324,377	80,256,999	
Less Unappropriated Fund Bal - Dec 31, 2025	(10,422,720)	(500,913)	(911,371)	(178,615)	4	(8,331,734)	(653,548)	(142,811)	3,111,396	-	-	-	-	(6,030)	-	-	-	-	-	-	-	-	-	(10,324,377)	(28,360,719)
TOTAL MEANS OF FINANCE	24,904,390	5,956,840	1,316,500	1,667,450	34,120	14,658,210	1,471,850	39,450	512,600	332,800	42,200	31,600	1,600	141,170	43,350	80,750	307,700	208,700	60,000	42,000	20,800	22,200	-	51,896,280	

SECTION III Out of the money received from the operation of the Municipal Utility Department, \$1,489,400 is hereby appropriated and shall be transferred to the General Fund.

SECTION IV The Finance Officer is hereby directed to certify the following amount of property tax levy made in this Ordinance to the County Auditor of Codington County, South Dakota, in the manner provided for by law.
 General Fund \$4,458,200

SECTION V This Ordinance is declared to be for the support of the City Government and its existing public institutions and shall be in full force and effect from and after its passage and publication.

PLACED UPON ITS FIRST READING: November 4, 2024
 PLACED UPON ITS SECOND READING: November 18, 2024
 APPROVED AND ADOPTED: November 18, 2024

ATTEST:

 Ried Hollen Mayor

 Kristen Bobzien Chief Financial Officer

The above and foregoing Ordinance was moved for adoption by Alderperson _____, seconded by Alderperson _____ and upon voice vote motion carried, whereupon the Mayor declared the Ordinance to be duly passed and adopted.
 I hereby certify that Ordinance No. 24-25 was published in the Watertown Public Opinion, the official newspaper of said City, on the 23rd day of November, 2024.
 Kristen Bobzien

Agenda Item 10.(a) 2025 Budget Appropriation: 1. Ordinance No. 24-25 for...

ENTERPRISE FUNDS - 2025 BUDGET APPROPRIATION

	Sewer Fund	Solid Waste Fund	Airport Fund	Total Enterprise Funds
ANTICIPATED REVENUES:				
310 Taxes	-	-	25,000	25,000
330 Intergovernmental Revenues	-	-	7,076,720	7,076,720
340 Operating Revenues	6,858,630	5,665,000	393,500	12,917,130
360 Miscellaneous Revenues	100,000	20,500	-	120,500
Subtotal - Anticipated Revenues	6,958,630	5,685,500	7,495,220	20,139,350
Operating Transfers In:				
From General Fund	-	-	793,750	793,750
From Capital Improvement Fund	-	-	945,280	945,280
Subtotal - Operating Transfers In	-	-	1,739,030	1,739,030
TOTAL SOURCES OF FUNDS	6,958,630	5,685,500	9,234,250	21,878,380
Operating Expenses				
Personal Services	1,436,400	1,559,300	616,550	3,612,250
Other Operating Charges	1,055,480	1,191,580	572,950	2,820,010
Capital Outlay	577,550	2,767,830	8,394,750	11,740,130
Debt Service	193,200	27,000	-	220,200
Total Operating Expenses	3,262,630	5,545,710	9,584,250	18,392,590
Net Position Before Operating Transfers	3,696,000	139,790	(350,000)	3,485,790
Operating Transfers Out				
To General Fund	967,200	689,000	-	1,656,200
To WDC Economic Development	120,000	80,000	-	200,000
Total Expenses & Transfers Out	4,349,830	6,314,710	9,584,250	20,248,790

The above and foregoing Budget was moved for adoption by Alderperson _____, seconded by Alderperson _____ and upon voice vote motion carried, whereupon the Mayor declared the 2025 Enterprise Funds Budget Appropriations to be duly passed and adopted. I hereby certify that the 2025 Enterprise Fund Budget was published in the Watertown Public Opinion, the official newspaper of said City, on the 23rd of November, 2024.

ATTEST:

Ried Holien
Mayor

Kristen Bobzien
Chief Financial Officer



City Council

Agenda Item

Subject: Application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License to The World of the Party, d/b/a The World of the Party, 101 N Broadway, Lot 8 less W74' and Lots 11-12 Less W74' Railroad Add and Hanken and Haggar OL Less W74'.

Meeting: City Council - Nov 04 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Fees have been paid and a Notice of Hearing has been published on October 26th, 2024.

The property received Conditional Use approval from the Board of Adjustment for a Bar or Tavern in the C-1 Community Commercial District on October 10, 2024 to allow for on-premise/on-sale alcohol licensing, sale and consumption.

FINANCIAL CONSIDERATIONS:

There are no major financial considerations for this item.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License to The World of the Party, d/b/a The World of the Party, 101 N Broadway, Lot 8 less W74' and Lots 11-12 Less W74' Railroad Add and Hanken and Haggar OL Less W74'.

ATTACHMENT(S):

[The World of the Party](#)

Agenda Item 11.(a) Application for a New Retail (on-off sale) Malt Bever...

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

The World of the Party
3428 15th Ave SW, Watertown SD
57201

B. Business Name and Address

The World of the Party
101 N BROADWAY
Watertown SD 5701-3525

Owner's Telephone #: 605-520-2884

Business Telephone #: 605-520-2884

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

Place of business is located in a municipality? Yes No

County: Codington

Do you own or lease this property? Own Lease

Are real property taxes paid to date? Yes No

D. Legal description of licensed premise:

Lot 8 less W74' and Lots 11-12 Less W74' Railroad Add and Hanken and Haggard OL Less W74'

Have you ever been convicted of a felony? Yes No

- 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 _____

Is this license in active use? Yes No

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

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

E. State Sales Tax Number 1041-6709-ST

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 09-20-24 Print Name Greyci Sanchez Gonzalez Signature Greyci Sanchez

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on 10/26/24. Public hearing on the application was held 11/4/24, 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 \$ 350.00
Amount of fee retained \$ 200.00 # 1500, 1501
Forwarded with application \$ 150.00 # 1502

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

If disapproved, endorse reason thereon and return to applicant

APPROVAL _____ REVIEW _____

Agenda Item 11.(a) Application for a New Retail (on-off sale) Malt Bever...

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

Name of corporation/partnership/LP LLC The world of the Party

Address of office and principal place of business of corporation/partnership/LP/LLC 101 N BROADWAY, Watertown

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
<u>Greyia Sanchez Gonzalez</u>		<u>3428 15th Ave SW</u>	<u>owner</u>

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

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

Greyia Sanchez 3428 15th Ave SW, Watertown SD

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

Greyia Sanchez Gonzalez

09-20-24



October 28, 2024

GH20, LLC
RE: The World of the Party
1302 13th Avenue SE
Watertown, SD 57201

Property Address: 101 N Broadway, Watertown, SD 57201
Legal Description: Lot 8 Less W74' & Lots 11-12 Less W74' Railroad Addition & Hanken & Haggard OL Less W74' Addition to the Municipality of Watertown, in the County of Codington, South Dakota

To Whom It May Concern:

The property described above received Conditional Use approval from the Board of Adjustment for a Bar or Tavern in the C-1 Community Commercial District, pursuant to §21.2403(4) on October 10, 2024 (5-0) to allow for on-premise/on-sale alcohol licensing, sale and consumption.

Respectfully,

Carla Heuer

Carla Heuer
Planner
Community Development, a Division of Public Works
City of Watertown

CC: Brandi Hanten, Community Development Manager
Heath VonEye, Assistant City Manager/ Public Works Director
Jennifer Collins, Records and Licensing Manager
Kristen Bobzien, Finance Officer
Kim Stricherz, Finance Officer II



City Council

Agenda Item

Subject: Second Reading of Ordinance No. 24-23, Amending the Zoning Map of the City of Watertown, SD for a Portion of Property in the Watertown Development Addition from I-1 Light Industrial District to C-3 Highway Commercial District at 1425 9th Avenue SW.

Meeting: City Council - Nov 04 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The owner, Stix & Brix, LLC, Eric Skott, has petitioned to rezone a portion of property in the Watertown Development Addition from I-1 Light Industrial District to C-3 Highway Commercial District. The entire parcel contains 1.86 acres or approximately over 81,021 SF which conforms to the minimum district requirements of the C-3 Highway Commercial District.

The Watertown Development Addition was annexed into the City in 1956. In 1978, a portion of Eighth Avenue South, running along the north property line of this parcel, was vacated. The entire width of the vacated right-of-way was absorbed into the parcel without being platted together creating a parcel containing both I-1 and C-3 zoning districts. This rezone will create one zoning district within the parcel boundary and is in compliance with the Comprehensive Land Use Plan.

The Plan Commission recommended approval to the City Council (4-0) at the October 10, 2024, meeting.

Facts:

1. Adjacent Property Zoning Designation:
 - a. North → I-1 Light Industrial District
 - b. East → C-3 Highway Commercial District
 - c. South → C-3 Highway Commercial District
 - d. West → C-3 Highway Commercial District
-

FINANCIAL CONSIDERATIONS:

N/A

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director
Brandi Hanten, Community Development Manager
Carla Heuer, Planner

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of the proposed rezoning through the following motion:

I move to approve Ordinance No. 24-23, Amending the Zoning Map of the City of Watertown, SD for a Portion of Property in the Watertown Development Addition from I-1 Light Industrial District to C-3 Highway Commercial District at 1425 9th Avenue SW.

ATTACHMENT(S):

[Vicinity Map](#)

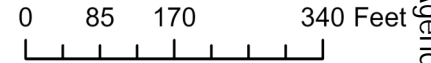
[Application](#)

[Petition](#)

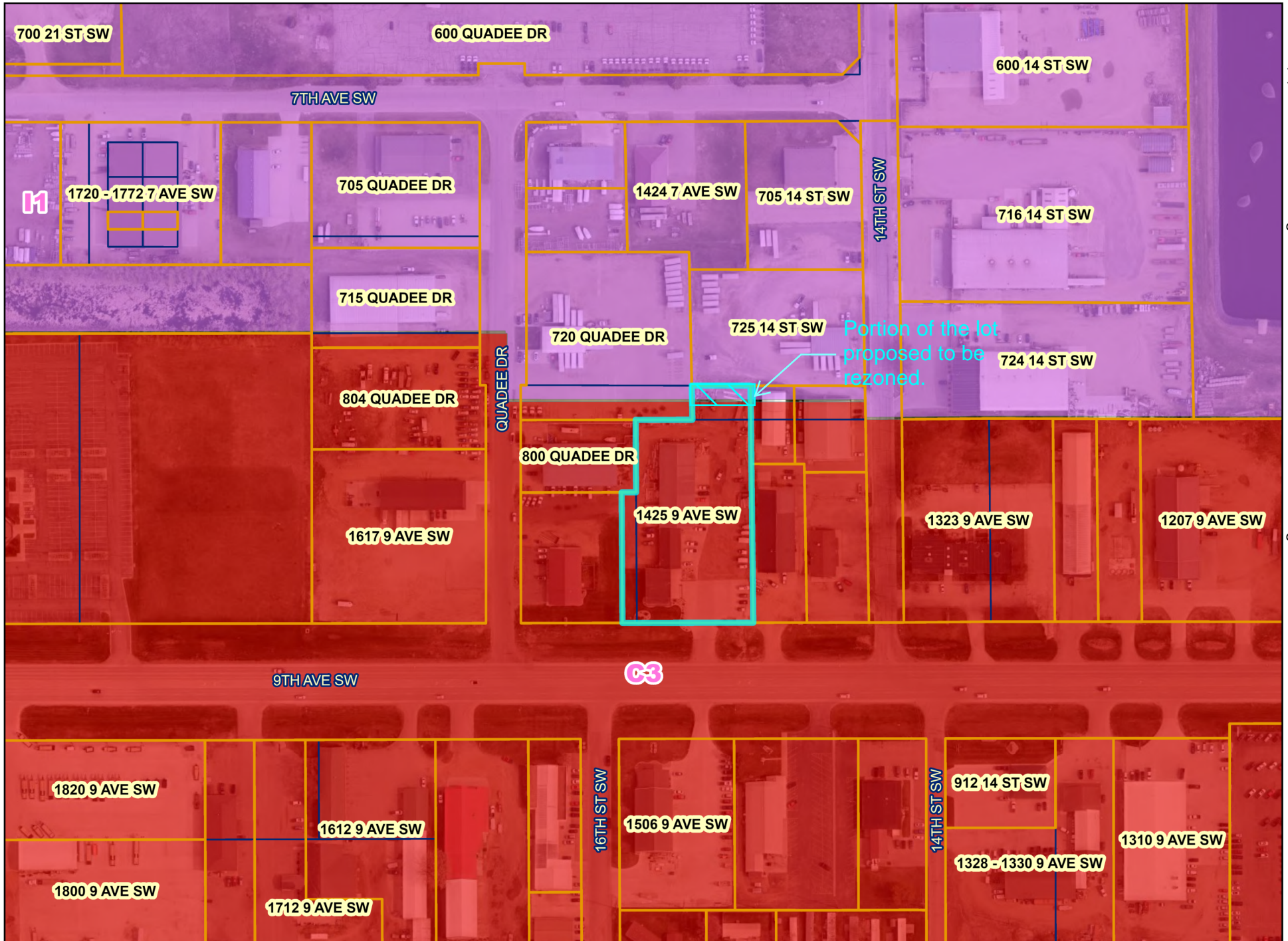
[Ordinance No. 24-23](#)



Vicinity Map



Agenda Item 1.1.(b) Second Reading of Ordinance No. 24-23, Amending the Z...





RZ-24-7

Rezoning Application

Status: Active

Submitted On: 9/10/2024

Primary Location

1425 9TH AVE SW
WATERTOWN, SD 57201

Owner

STIX & BRIX LLC
1425 9 AVE SW WATERTOWN,
SD 57201

Applicant

Colin DeJong
 +1 650-882-2371
 colindejong@iw.net
 1022 6th St SE
Watertown, SD 57201

Applicant Information

I the applicant am the...*

Project Agent

Project Information

Existing Legal Description*

The North Half of the Vacated Right of Way for 8th Ave SW lying adjacent and contiguous to the East Half of Lot 2 of the plat entitled, "Watertown Development Addition" to the Municipality of Watertown, in the County of Codington, South Dakota.

Proposed Legal Description*

Same as existing.

Reason for Rezone

To clean up the split zoning on the entire parcel.

Size of site being rezoned (Acres)*

0.0684

Size of site being rezoned (SF)

2979.504



Current Zoning Designation*

I-1 Light Industrial District

Proposed Zoning Designation*

C-3 Highway Commercial District

Property Owner Information

Name*

Stix & Brix, LLC / Eric Skott

Phone Number*

605-868-4036

Email Address*

erics@sentryusa.com

Mailing Address*

1425 9th Ave SW

City*

Watertown

State*

SD

Zip*

57201

Design Professional Information

Name*

Colin DeJong

Phone Number*

6058822371

Email Address*

COLINDEJONG@IW.NET

Mailing Address*

1022 6th St SE

City*

Watertown

State*

SD

Zip*

57201

Applicant Signature

I agree that all information provided is true and accurate to the best of my knowledge.

Applicant Signature*

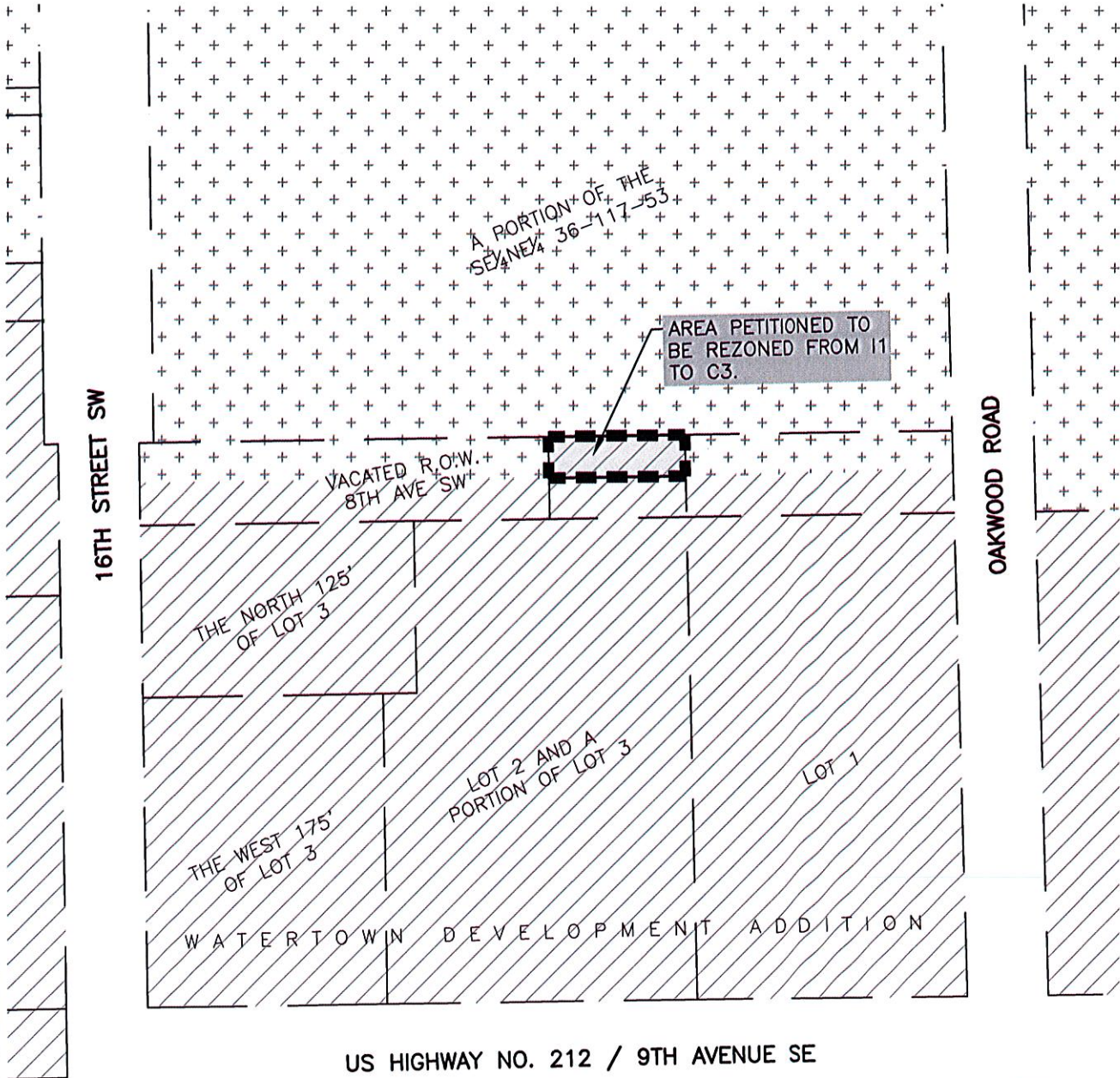


Colin DeJong

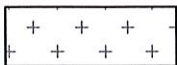
Sep 10, 2024

Exhibit A

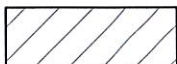
The North Half of the Vacated Right of Way for 8th Ave SW lying adjacent and contiguous to the East Half of Lot 2 of the plat entitled, "Watertown Development Addition" to the Municipality of Watertown, in the County of Codington, South Dakota. Subject parcel contains 2,981 +/- Sq. Ft.



ZONING DESIGNATIONS



I1 ZONING DESIGNATION



C3 ZONING DESIGNATION



Prepared By
AASON ENGINEERING COMPANY, INC.

1022 SIXTH STREET S.E.
WATERTOWN, SD
Telephone 605-882-2371

ORDINANCE NO. 24-23

Petition to Amend Zoning District Boundaries by Rezoning a Portion of Property from I-1 Light Industrial District to C-3 Highway Commercial District

BE IT ORDAINED by the City of Watertown, upon examination of the Petition to Change Zoning by Stix & Brix, LLC / Eric Skott, the owner of real property described as:

The North Half of the Vacated Right of Way for 8th Ave SW lying adjacent and contiguous to the East Half of Lot 2 of the plat entitled, "Watertown Development Addition" to the Municipality of Watertown, in the County of Codington, South Dakota

and based on the report and recommendation of the City Plan Commission in its Resolution No. 24-23, that the property be, and is hereby, rezoned from the existing designation of *I-1 Light Industrial District*, pursuant to Watertown Revised Ordinance §21.32 to *C-3 Highway Commercial District*, pursuant to Watertown Revised Ordinance §21.28.

BE IT FURTHER ORDAINED that the new zoning designation referenced above be extended and applied to the centerline of the adjacent public right-of-ways.

BE IT FURTHER ORDAINED that the zoning map of the City of Watertown be so amended.

The above and foregoing Ordinance was moved for adoption by Alderperson _____, seconded by Alderperson _____, and upon voice vote motion carried, whereupon the Mayor declared the Ordinance duly passed and adopted.

I certify that Ordinance No. 24-23 was published in the Watertown Public Opinion, the official newspaper of said City, on this ____ day of _____, 2024.

Kristen Bobzien, Chief Financial Officer

First Reading: Monday, October 21, 2024
Second Reading: Monday, November 4, 2024
Published: Saturday, October 19, 2024
Effective: Friday, November 29, 2024

City of Watertown

Attest:

Kristen Bobzien
Chief Financial Officer

Ried Holien
Mayor



City Council

Agenda Item

Subject: Approval of Resolution No. 24-30, a resolution authorizing the conveyance of real estate property located within Lot 2 West Watertown Facilities 1st Addition to Watertown Development Company.

Meeting: City Council - Nov 04 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The Watertown Development Company has already approved this purchase.¹ The property described as that portion of Lot 2 West Watertown Facilities 1st Addition as laid out in the attached Exhibit A shall be conveyed to WDC for the purpose of economic development in the relocation and expansion of Culligan Water of Watertown and potential storage units and any other applicable commercial use.

FINANCIAL CONSIDERATIONS:

\$5 per square foot

STAFF RECOMMENDATION / SUGGESTED MOTION:

Motion to Approve Resolution 24-30 authorizing the conveyance of real estate property to the Watertown Development Company.

ATTACHMENT(S):

[Resolution 24-30](#)

Resolution No. 24-30

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY
LOCATED WITHIN LOT 2 WEST WATERTOWN FACILITIES 1ST ADDITION
TO WATERTOWN DEVELOPMENT COMPANY**

WHEREAS, the City of Watertown owns certain real property located along SD Hwy 20, described as that area outlined in red on the attached Exhibit A, consisting of approximately 2.65 acres, of commercial real property located within LOT 2 WEST WATERTOWN FACILITIES 1ST ADDITION; and

WHEREAS, the City Council has determined that the conveyance of said property to the Watertown Development Corporation (WDC) will promote economic development and benefit the community; and

WHEREAS, the terms of the conveyance have been agreed upon, including a sale price of \$5 per square foot, and the property will be used for the relocation and expansion of Culligan Water of Watertown and potential storage units;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Watertown, South Dakota, that the conveyance of that portion of land along SD Hwy 20 land to WDC is hereby approved under the following terms and conditions:

1. The property described as that portion of Lot 2 West Watertown Facilities 1st Addition as laid out in the attached Exhibit A shall be conveyed to WDC for the purpose of economic development in the relocation and expansion of Culligan Water of Watertown and potential storage units and any other applicable commercial use.
2. The sale price shall be \$5 per square foot, payable under the terms agreed upon by both parties.

BE IT FURTHER RESOLVED that the Mayor and City Manager are hereby authorized to execute all necessary documents to complete the conveyance of the property to WDC.

Adopted this ___ day of _____, 2024.

Ried Holien, Mayor

ATTEST:

Kristen Bobzien, Chief Finance Officer



City Council

Agenda Item

Subject: Approval of a Real Estate Purchase Agreement and Corresponding Exhibits for the sale of Highway 20 Land to the Watertown Development Company and authorization for the City Manager or her designee to execute same and any documents required to carry out the terms of the agreement.

Meeting: City Council - Nov 04 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The Watertown Development Company has already approved this purchase. The property described as that portion of Lot 2 West Watertown Facilities 1st Addition as laid out in the attached Exhibit A shall be conveyed to WDC for the purpose of economic development in the relocation and expansion of Culligan Water of Watertown and potential storage units and any other applicable commercial use.

FINANCIAL CONSIDERATIONS:

\$5 per square foot.

STAFF RECOMMENDATION / SUGGESTED MOTION:

Motion to Approve Purchase Agreement and corresponding exhibits and authorize the City Manager or her designee to execute same and any documents required to carry out the terms of the agreement.

ATTACHMENT(S):

[Purchase Agreement CITY to WDC - West Watertown Facilities 1st Addition](#)

[EXHIBIT B](#)

[Exhibit A \(\\$5 per sq ft\)](#)

REAL ESTATE PURCHASE AGREEMENT

The undersigned, WATERTOWN DEVELOPMENT COMPANY (the “Purchaser”) hereby agrees to purchase from the CITY OF WATERTOWN (the “Seller”), together the “Parties,” the real property situated in Watertown, Codington County, South Dakota, and being generally described as:

THAT AREA OUTLINED IN RED ON THE ATTACHED EXHIBIT A, CONSISTING OF APPROXIMATELY 2.65 ACRES, MORE OR LESS (115,351.2 SQ FT), OF COMMERCIAL REAL PROPERTY LOCATED WITHIN LOT 2 WEST WATERTOWN FACILITIES 1ST ADDITION

subject to any recorded or visible easements and reservations of record (the “Property”), according to the terms and conditions contained in this Agreement. As a condition of this offer, the legal description of the Property is subject to confirmation and, if necessary, confirmation to the actual legal description upon surveying of the Property as contained in a commitment for title insurance on the Property, which commitment is further described below.

Seller hereby agrees to sell the Property to Purchaser for the sum of \$5 per square foot (\$5.00/sq.ft.), with total square footage to be determined upon survey to establish boundary lines prior to closing, and other good and valuable consideration, subject to the following:

1. This Purchase Agreement is being entered into pursuant to *SDCL §9-27-36*, which authorizes Seller to sell, on a negotiated basis, and to convey, any of its real property to Purchaser, a nonprofit local industrial development corporation as defined by *SDCL §9-27-37*, to be used by Purchaser for an economic development related purpose as enumerated in *SDCL §9-54-1*.
2. This Purchase Agreement has been authorized according to its terms and in the manner provided by the duly adopted motion of the Watertown City Council. The Parties anticipate that as soon as possible after Seller conveys title in fee to Purchaser, Purchaser, as Seller, will thereafter convey the above-described property to Jason S. Hanson and Beth A. Hanson, collectively “Buyer”, according to the Real Estate Purchase Agreement substantially in the form of Exhibit 1 attached hereto and, by this reference, incorporated herein.
3. Purchaser and Seller understand and agree that the Buyer’s intended purpose for the property consists of the development of a new facility to support Culligan Water of Watertown, South Dakota, and Buyer’s future ability to develop storage rental units and

any other purpose in accordance with all applicable zoning regulations and other applicable city ordinances. Any fees associated with any required approvals under the applicable zoning regulations and other applicable ordinances shall be at Buyer’s cost and expense.

- 4. If the transaction described in the attached Exhibit 1 is not closed and is terminated for any reason, then the Seller herein is permitted to reacquire from the Purchaser herein upon the payment of \$1.00 by the Seller herein to the Purchaser herein.
- 5. This Purchase Agreement is not based upon any inspections having been made of the Property, nor is this Purchase Agreement based upon any representations made by Seller to the Purchaser. Purchaser is buying the Property “AS IS.” Seller shall convey the Property by Quit Claim Deed.

The closing date of this transaction will be on or before December 30, 2024. Purchaser shall remit the compensation from land sale proceeds to Purchaser less itemized closing costs associated with the transaction that are borne by Purchaser pursuant to the terms of the Real Estate Purchase Agreement attached as Exhibit 1. Upon receipt of compensation by Seller from Purchaser, Seller agrees to satisfy and release any cost recovery or special assessments related to the Property accrued through the date of closing.

Dated this ____ day of _____, 2024.

PURCHASER:

SELLER:

WATERTOWN DEVELOPMENT COMPANY

CITY OF WATERTOWN

By: _____
Christopher Clifton
Executive Director

By: _____
Amanda Mack
City Manager

ATTEST:

Kristen Bobzien
Finance Officer

(SEAL)

EXHIBIT 1

THIS DOCUMENT PREPARED BY:
MITCHELL L. KOEHN
AUSTIN, STRAIT, BENSON, THOLE & KOEHN, LLP
25 1ST AVENUE SOUTHWEST
WATERTOWN, SD 57201
PHONE: 605-886-5823

REAL ESTATE PURCHASE AGREEMENT

1. **PARTIES:**

The parties to this contract are WATERTOWN DEVELOPMENT COMPANY, of 1 East Kemp, PO Box 332, Watertown, South Dakota 57201, "Seller, or Sellers," and JASON S.HANSON and BETH A. HANSON, husband and wife, of 1301 14th Ave NW, Watertown, South Dakota 57201, collectively "BUYER"

2. **PURPOSE:**

The purpose of this contract is to fix the terms and conditions under which the Seller agrees to sell, and the Buyers agree to buy the property described in Section 3.

3. **PROPERTY:**

The property to be covered by this contract is commercial property located in Codington County, South Dakota. The Property to be purchased is that area outlined in red on the attached Exhibit A, consisting of approximately 2.65 acres, more or less (115,351.2 sq ft), of commercial real property located within the below legal description:

LOT 2 WEST WATERTOWN FACILITIES 1ST ADD

4. **EARNEST MONEY DEPOSIT.**

Buyer shall deposit with a title company of its choice within five business days following Seller's acceptance of Buyer's offer herein, earnest money in the sum of \$2,000.00. The earnest money

shall be applied to the purchase price at the closing or, if the purchase fails to close for any reason, the earnest money shall be immediately refunded to the Buyer.

5. CONSIDERATION:

As total consideration for the property described in Section 3, the Buyer agrees to pay the sum of Five Dollars and No/100ths Cents per square foot for the Property purchased pursuant to Section 3 above, and upon approval by Buyer of the Survey contemplated in Section 10(D) below, to be paid in cash, a bank cashier's check, or wire-transferred funds at closing.

6. POSSESSION:

The Buyers shall be entitled to possession of the Property at the completion of the closing.

7. TAXES:

Real estate taxes and special assessments shall be prorated to date of closing, with the Seller paying the unpaid real estate taxes for the period prior to closing, and any special assessments due and payable prior to closing, if any; specifically, any cost recovery applicable to the subject property for infrastructure work installed by the City prior to closing. Buyer shall be responsible to pay all real estate taxes for the period commencing on the date of closing, and any special assessments due and payable after the date of closing, if any. The real estate tax payment shall be settled by allowing the Buyer a credit, if any, based upon the amount of the real estate taxes for the year in which closing occurs, at the time of closing.

8. TITLE:

Subject to Section 10(C), the Seller warrants that it has good and marketable title to the property described in Section 3 hereof. Buyer will order an owner's title insurance commitment in the amount of the purchase price and the Seller will promptly take proper steps to overcome any legal and valid objections to the title. The Seller, shall deliver to Buyer written notice that either (1) Seller will, at its cost and expense, attempt to remove the exceptions to which Buyer has reasonably objected on or before the closing or (2) Seller is unwilling or unable to remove any such exception to title or correct other matters; provided, however, the Seller shall not have any election rights with respect to any lien or judgment securing an indebtedness of any ascertainable amount created or permitted by Seller, and Seller, in such event shall cause any such lien or judgment to be released at or prior to the final payment from Buyer. If Seller is unable or unwilling to remove any of Buyer's objections to the status of the title described in the commitment for title insurance, Buyer may either (1) purchase the Property subject to such objection(s) or (2) terminate this Agreement. The title insurance commitment shall show insurable title of record in the name of

the Seller, free and clear of all liens and encumbrances, subject to recorded or visible easements and reservations of record provided said easements and reservations do not conflict with the existing use of the property as commercial property, if any. Seller shall convey to Buyer good and marketable title to the property to enable the Buyer's title insurance company to issue a full coverage, standard, revised ALTA Owner's Policy of Title Insurance in the face amount of the purchase price, subject to its standard exceptions and any further exceptions and encumbrances which do not interfere with or restrict the existing use of the property, and subject to liens or encumbrances suffered by the Buyer. The cost of the title insurance will be paid one-half by the Seller and one-half by the Buyer. The cost of a lender's endorsement on the policy, if applicable, will be paid by Buyer.

9. CLOSING:

A closing shall be held on or before December 30, 2024, unless the parties agree, in writing, to a delay or there are title issues preventing a timely closing. At the closing, the Buyer shall pay to the Seller the purchase price, and the Seller shall deliver a Warranty Deed with any applicable transfer fee paid. The closing will be held at First Dakota Title in Watertown, South Dakota. The closing fee charged by First Dakota Title will be paid one-half by the Seller and one-half by the Buyer. The Buyer is responsible for the deed recording costs and new surveying costs, if applicable, or required by Buyer's lender.

10. CONTINGENCY:

THIS REAL ESTATE PURCHASE AGREEMENT IS CONTINGENT ON THE FOLLOWING:

- A. The closing is contingent on the Buyer obtaining sufficient financing to purchase the Property. If an appraisal is required, the Buyer is responsible for scheduling said appraisal and the costs associated therewith.
- B. Seller, at closing, shall assign all leases regarding the billboards/signage on the Property to Buyer. Buyer acknowledges that Seller does not own the billboard structures and said structures are the property of Stein Signs. Stein Signs currently rents the land from the City of Watertown on a month-to-month basis.
- C. The closing is contingent upon Seller acquiring fee simple ownership of the Property listed in Section 3 above from the City of Watertown. If the City of Watertown does not convey title to the Seller for purposes of this Agreement, this Agreement shall be deemed to be null and void.

- D. On or before closing, the parties agree to employ Infrastructure Design Group, Inc. to replat and survey the Property to be purchased pursuant to this Agreement. Buyer and Seller must agree, in a signed writing evidenced between the parties, to the legal description and boundary lines determined by Infrastructure Design Group, Inc. Buyer shall pay the costs associated with Infrastructure Design Group, Inc.

11. ACKNOWLEDGMENT OF PURPOSE.

The Parties herein agree and understand that the purpose of this purchase is outlined in Exhibit B attached hereto, by and between Buyer and the City of Watertown. Watertown Development Company, by signing this Agreement, does not guarantee or represent that the construction of storage facilities is consistent with applicable zoning regulations, or other rules or ordinances, enforced by the City of Watertown.

12. DISCLAIMER BY SELLER

Seller makes no representations or warranties about the Property except those that may be expressly stated herein. Except for any Seller representations and warranties contained in this Agreement, the Property is sold “as is”.

13. DEFAULT:

In the event of default in the performance of any of the covenants of this agreement by either of the parties hereto, either party may adopt any remedy allowed by law for the cancellation or the enforcement of this agreement and any of the obligations thereof. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

14. MISCELLANEOUS:

- A. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.
- B. This agreement shall be governed by and construed under the laws of the State of

South Dakota.

C. Each of the parties hereto covenants and agrees to pay all fees, commissions, costs and expenses relating to such party's use of any broker, financial adviser, finder, agent, attorney, or other persons or entities employed in connection with this Agreement.

D. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures of the parties transmitted by email or facsimile shall be deemed to be their original signatures for all purposes.

E. All of the covenants, warranties and agreements contained in this Real Estate Purchase Agreement shall extend to and be obligatory upon the heirs, devisees, personal representatives and assigns of the respective parties.

F. This Agreement (together with the other agreements and documents being delivered pursuant to or in connection with this Agreement) constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

SELLER
Watertown Development Company

_____ Date: _____
By: Christopher Clifton, its President

BUYER

_____ Date: _____
Jason S. Hanson

_____ Date: _____
Beth A. Hanson

EXHIBIT B

The undersigned, by signing below, mutually understand and agree that the purpose of the Real Estate Purchase Agreement, by and between Jason S. Hanson and Beth A. Hanson, and the Watertown Development Company, dated November ____, 2024, is offered for Buyer's intended purpose of the development of a new facility to support Culligan Water of Watertown, South Dakota, and Buyer's future ability to develop storage rental units, in accordance with all applicable zoning regulations and other applicable city ordinances. Any fees associated with any required approvals under the applicable zoning regulations and other applicable ordinances shall be at Buyer's cost and expense. The undersigned agree that the purpose of this Exhibit to the Real Estate Purchase Agreement is in recognition that members of the City Council to the City of Watertown, staff, and other representatives of the City of Watertown may change between the date of the closing contemplated by the Real Estate Purchase Agreement, and the date in which Buyer plans to construct or develop potential storage unit facilities. The City of Watertown does not oppose the construction or development of storage unit facilities on the property. However, the City of Watertown cannot guarantee or represent that the construction of storage facilities will be approved by the Board of Adjustment or Plan Commission, as the case may be, or that it will be consistent with applicable zoning regulations, rules, or ordinances enforced by the City of Watertown at the time of Buyer's application for construction or development of the potential storage unit facilities.

City of Watertown

Buyer

Amanda Mack
City Manager

Jason S. Hanson

Beth A. Hanson





City Council

Agenda Item

Subject: Approval of Financial Support for Watertown Cares in the amount of \$10,000.
Meeting: City Council - Nov 04 2024
From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The financial assistance would be used to establish a working budget and contingency fund so that the organization can move forward and be self-sustainable. The funds will be used for their ongoing operation expenses including what is given to the residents, cleaning supplies, toilet paper, and bedding. This funding would also help offset ongoing monthly bills including utilities, ground maintenance, snow removal, building repairs, trash, taxes, insurance and internet services.

Watertown Cares is requesting \$10,000 from the City of Watertown. Watertown Cares also received \$10,000 from Codington County, Prairie Lakes Healthcare Systems, and the Watertown Area Community Foundation.

FINANCIAL CONSIDERATIONS:

\$10,000

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the financial support of \$10,000 to Watertown Cares.

ATTACHMENT(S):

[Watertown Cares Funding Application](#)



Funding Application

Organizations Name

Watertown Cares

Organization's Website

watertown-cares.org

Is your organization exempt from federal income tax under the Internal Revenue Code or is it an agency of a local government?

Yes

Describe your Organization's Mission and how your Organization benefits the Watertown community:

Watertown Cares is a non-profit established to address the emergency housing needs in the community. With a grant from South Dakota Housing Development Authority (SDHDA), our community received funding to purchase the 612 Flats and converted it into emergency housing for those in our community who are experiencing homelessness. The staffing of this program is an essential component designed to provide intensive case management support to help individuals secure permanent housing and achieve financial stability. The long-term goal is that we will help clients be productive members of our community.

Watertown Cares provides emergency housing, rapid rehousing support and homeless prevention services to Codington County residents who are homeless or at risk of being homeless. Since opening on August 20, 2023, we have serviced 36 households or 64 people (which includes children) in the shelter. We have also provided case management/supportive services to 17 households (24 people) experiencing homelessness outside of the shelter. The waiting list currently stands at 21 households which includes both community individuals and families.

Did the city fund your organization last year?

15,000

Specific Funding amount requested

\$

10,000

Briefly describe what your organization will do with the requested funding:

Watertown Cares is requesting \$10,000 from the City. Watertown Cares also received \$10,000 each from the County, Prairie Lakes Healthcare System, and the Watertown Area Community Foundation with two goals:

1. To establish a working budget and contingency fund so the organization can move forward and be self-sustainable.
2. To demonstrate to the community support for providing for all citizens in our community.

The funds will be used for our ongoing operational expenses including what is given to the residents, cleaning supplies, toilet paper, and bedding. This funding would also help offset ongoing monthly bills including utilities, ground maintenance, snow removal, building repairs, trash, taxes, insurance and internet services.



CITY OF
WATERTOWN
SOUTH DAKOTA

Funding Application

Have you attached your organization's current year operating budget?

Have you submitted your annual budget?

Have you included your profit and loss statements?

Briefly describe what your organization will do if your funding request is denied or not fully funded?

Watertown Cares will continue to make applications for various grant opportunities and coordinate fundraising events.

Contact Email Address:

Contact Name:

Contact Mailing Address:

Contact Phone Number:

Please include current financial statements, budget, and any other documents of importance with this application. All applications are due on or before July 1st for the next fiscal year.