

# City of Watertown

Proposed City Council Agenda

City Hall, 20 N Maple

Watertown, South Dakota

July 7, 2025, 5:30 PM



Page

## 1. CALL TO ORDER

## 2. OATH OF OFFICE

- (a) Mayor:  
Ried Holien (4 Year Term)
- (b) Council Member:  
At-Large: Micheal Heuer (4 Year Term)  
Ward A: Brent Mohrmann (4 Year Term)  
Ward D: Doug Allen (4 Year Term)

## 3. ROLL CALL

## 4. ACTION TO APPROVE THE AGENDA

## 5. OPEN FORUM

## 6. CONSENT AGENDA

- (a) Approval of volunteer list for the Police Department Camp Chance to be held in July for Work Comp. 4 - 6  
[Camp Chance Volunteer List](#)
- (b) Authorization for the City Manager to accept a Hazardous Emergency Materials Preparedness (HMEP) grant for Hazmat training (Watertown Fire Rescue) in the amount of \$19,025. 7 - 17  
[HMEP Grant](#)
- (c) Authorization for the City Manager to accept a Homeland Security SDTF-1 grant for equipment and training (Watertown Fire Rescue) in the amount of \$3,229.76. 18 - 19  
[HLS Grant](#)
- (d) Authorization for the City Manager to sign the updated MOU for Police Department School Resource Officers (SRO) 20 - 26  
[School Resource Officers \(SRO\) MOU](#)

## 7. PRESENTATIONS & REPORTS

- (a) New Patrol Officer Introductions 27  
[New Patrol Officer Introductions](#)
- (b) Election of Deputy Mayor

- (c) Review of the South Dakota Open Meeting Laws Brochure (per SDCL 1-25-13). 28 - 32  
[Open Meeting Laws](#)

## **8. CONTRACTS & CHANGE ORDERS**

- (a) Approval of a Bid Award for the Taxiway B & C Improvements Project, Project No. 2316 to J&J Earth Works, Inc. in the Amount of \$4,172,781.70, Pending FAA Grant Award and Authorization for City Manager to sign FAA Grant Application, FAA Grant Offer, and All Necessary Paperwork for the Construction Contract Documents 33 - 51  
[Bid Award for Taxiway B & C Improvements Project, Project No. 2316](#)
- (b) Approval of a Bid Award for the 2025 Airport Improvements-SRE Roof Repair, Project No. 2521, to The Roofers and Restoration, in the Amount of \$439,531.21 52 - 54  
[Bid Award for 2025 Airport Improvements-SRE Roof Repair, Project No. 2521](#)

## **9. ORDINANCE FIRST READINGS**

- (a) First Reading of Ordinance No. 25-08, a Revised Ordinance of the City of Watertown to Amend Ordinance Title 12 55 - 67  
[Ordinance No. 25-08](#)

## **10. PUBLIC HEARINGS & SECOND READINGS**

- (a) Application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License to DBE Willow Creek LLC, d/b/a Dakota Butcher Restaurants, 1923 Willow Creek Drive Suite 1 & 2, Suite 1 & 2 of Lot 1 Marvin Ed 2nd Addition 68 - 71  
1. Public Hearing  
2. Council Action  
[Dakota Butcher Restaurants](#)
- (b) Application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License to Maria A. Rodriguez, d/b/a La Fiesta Snack, 101 N. Broadway, Lot 8 less W74' and Lots 11-12 less W74' Railroad Addn and Hanken and Haggard OL Less W74' 72 - 75  
1. Public Hearing  
2. Council Action  
[La Fiesta Snack](#)

## **11. OTHER BUSINESS**

- (a) Approval to allow a Communications Officer to live 1 mile outside the 15-mile residency restriction 76 - 79  
[Residency Restriction](#)
- (b) Approval of a Budget Supplement in the amount of \$93,457.17 to renew the Axon contract for a term of 10 years with a 5-year option for consideration 80 - 108  
[Budget Supplement - Axon Contract](#)
- (c) Approval of Memorandum of Understanding between the City of Watertown 109 - 113

and Elmira Township for agreement on road maintenance.

[Elmira Township MOU](#)

- 12. CITY COUNCIL MEMBER ANNOUNCEMENTS AND INTRODUCTION OF TOPICS FOR FUTURE DISCUSSION**
- 13. CITY MANAGER REPORT**
- 14. EXECUTIVE SESSION PURSUANT TO SDCL 1-25-2**
- 15. 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.



# City Council

## Agenda Item

**Subject:** Approval of volunteer list for the Police Department Camp Chance to be held in July for Work Comp.

**Meeting:** City Council - Jul 07 2025 - Incoming Council

**From:** Kristen Bobzien, Interim City Manager/Chief Financial Officer

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### **BACKGROUND INFORMATION:**

Camp Chance is a youth program of the Watertown Police Department for youth in grades 1st - 4th grade. Camp Chance will be held July 8 ,9, 10 for 1st and 2nd grade and July 15, 16, 17 for 3rd and 4th grade.

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### **FINANCIAL CONSIDERATIONS:**

None

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### **STAFF RECOMMENDATION / SUGGESTED MOTION:**

I move to approve the authorization for the volunteer list for the Police Department Camp Chance that is held in July for Work Comp.

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### **ATTACHMENT(S):**

[2025 Camp Chance Volunteer Listing - City Hall](#)



**2025 Camp Chance Volunteers**

<b>First Name</b>	<b>Last Name</b>
Alexis	Ortmeier
Alisha	Harberts
Amber	Koll
Amberly	Kranz
Angela	Hillberg
Annie	Konold
Ashley	Roberts
Brandon	Crom
Brian	Buisker
Cameron	Crow
Carter	Miller
Cassie	Nelson
Chelsea	Griffth
Cheyenne	Yurkovich
Cindy	Olson
Conan	Stein
Emily	Khalil
Erin	Lenzner
Evan	Odle
Feather	Webb
Gracelyn	Webb
Hannah	Jensen
Heidi	Wirtjes
Holly	Morgan
Jacia	Amos
Jada	Anderson
Jaime	Stricker
Jaina	Johnson
Jason	Mark
Jill	Slobotski
Jodi	VanMaanen
Jorden	Worley
Josh	Finstad
Kelli	Fritz
Kendyl	Lyon
Kerri	Johnson
Kira	Reppe
Korbin	Leddy
Laurie	Danforth
Lorrie	Redlin
MaKenzie	Putnam
Margaret	Schneider
Martin	Mickelson
McKenna	Folk
Nikki	Mark
Shona	Marshall
Skip	Meisenheimer
Tara	Solum
Taylor	Mischke
Teresa	Weiss
Tina	Aas

**Watertown Police Department Reserve Officers**

**Josh Kerfien**

**Tyler McElhany**

**Troy VanDusen**

**Tyler Fish**

**Jesse Briggs**



# City Council

## Agenda Item

**Subject:** Authorization for the City Manager to accept a Hazardous Emergency Materials Preparedness (HMEP) grant for Hazmat training (Watertown Fire Rescue) in the amount of \$19,025.

**Meeting:** City Council - Jul 07 2025 - Incoming Council

**From:** Alan Stager, City Manager

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### **BACKGROUND INFORMATION:**

This grant funding is for the Watertown Fire Rescue Hazmat team for specialized training.

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### **FINANCIAL CONSIDERATIONS:**

These grant funds do not require any match dollars from the City of Watertown.

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### **STAFF RECOMMENDATION / SUGGESTED MOTION:**

I move to authorize the City Manager to accept a Hazardous Emergency Materials Preparedness (HMEP) grant for Hazmat training (Watertown Fire Rescue) in the amount of \$19,025.

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### **ATTACHMENT(S):**

[WFR's HMEP grant award](#)

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

**Sub-Recipient Agreement  
Between**

Watertown Fire Rescue  
129 1<sup>st</sup> Avenue NW  
Watertown, S.D.  
57201

State of South Dakota  
Department of Public Safety  
Office of Emergency Management  
221 S. Central Avenue  
Pierre, SD 57501

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Referred to as Sub-Recipient

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Referred to as State

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

**A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS**

**1. FEDERAL AWARD IDENTIFICATION:**

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

**2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:**

This agreement shall be effective as indicated in Exhibit A.

**3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:**

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

**4. BASIS FOR SUBAWARD AMOUNTS:**

This grant is made for the purpose of Hazardous Materials Emergency Preparedness grant program, and funded as described in Exhibit A.

**5. RISK ASSESSMENTS, MONITORING AND REMEDIES:**

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

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

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

#### **6. RETENTION AND INSPECTION OF RECORDS:**

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

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

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

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

#### **7. AUDIT REQUIREMENTS:**

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

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

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

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

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

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

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

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

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

#### **8. SUB-RECIPIENT ATTESTATION:**

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

(A) A conflict-of-interest policy is enforced within the Recipient's or Sub-Recipient's organization.

(B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the Recipient's or Sub-Recipient's website.

(C) An effective internal control system is employed by the Recipient's or Sub-Recipient's organization; and

(D) If applicable, the recipient or Sub-Recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the Recipient's or Sub-Recipient's website.

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

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

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

**9. CLOSEOUT:**

To close-out this Agreement, the Sub-Recipient shall submit a request for reimbursement proving all work is completed, as outlined in paragraph 30 below. Once the Sub-Recipient receives payment from the State, this Agreement is considered closed-out.

**B. STANDARD CLAUSES**

**10. ASSURANCE REQUIREMENTS:**

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

**11. SUB-RECIPIENT IDENTIFICATION:**

Upon execution of this Agreement, Sub-Recipient will provide the State with Sub-Recipient's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

**12. USE OF EQUIPMENT, SUPPLIES, AND FACILITIES:**

Sub-Recipient will not use State equipment, supplies or facilities.

**13. THIRD PARTY BENEFICIARY:**

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

**14. COST PRINCIPLES:**

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

**15. TERMINATION:**

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

**16. FUNDING:**

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

**17. ASSIGNMENT AND AMENDMENT:**

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

**18. CONTROLLING LAW:**

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

**19. SUPERCESSION:**

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

**20. SEVERABILITY:**

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

**21. NOTICE:**

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

**22. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:**

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

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

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



**23. CONFLICT OF INTEREST:**

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

**24. TERMS:**

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

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

**25. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

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

**C. AGENCY OR GRANT SPECIFIC CLAUSES**

**26. PURPOSE:**

The Hazardous Material Emergency Preparedness (HMEP) grant is furnished by the Pipeline and Hazardous Materials Safety Administration (PHMSA) through the United States Department of Transportation (USDOT). Funds from this grant are used for planning, training, and exercise projects related to hazardous materials transportation in the State of South Dakota.

**27. SCOPE OF WORK**

The State applies for the HMEP grant annually and is used for hazardous materials transportation training, planning, exercise, and commodity flow studies. Objectives to be accomplished and projects to be produced by the HMEP grant funds are specified in the HMEP Expenditures and HMEP Best Practices documents provided by HMEPGrants.gov. 75% of the funds are to be passed through to the local responder agencies and the Local Emergency Planning Committees (LEPCs). Additionally, the Sub-Recipient agrees to comply in full with the terms found in the FY 2024 HMEP Grant Terms and Conditions (Exhibit B).

**28. MATCH PROVISION:**

Per 49 U.S.C § 5116 (e) The Sub-Recipient must provide 20 percent of the allowable direct and indirect planning and training costs of activities covered under this award. Sub-Recipients may either use cash (hard match), in-kind (soft match) contributions, or a combination of each to meet this requirement. The types of contributions

allowed are listed in 49 CFR § 110.60. This documentation will be submitted with all other documentation when requesting reimbursement.

**29. COSTS, AWARD AMOUNTS, AND PAYMENTS:**

The State shall not be liable under this Agreement for any amount greater than the amount awarded in Exhibit A.

No costs eligible under this Agreement shall be incurred before the sub-award period of performance. This will always be October 1<sup>st</sup> proceeding the HMEP Grant Year that the Sub-Recipient has applied for and been awarded. Exhibit A, line e.

**30. PROCUREMENT:**

Sub-Recipient will follow procurement standards as found in 2 CFR 200.317 through 2 CFR 200.326.

If the Sub-Recipient is utilizing the procurement by non-competitive source (sole source) method of procurement as described in 2 CFR 200.320(f), prior approval from the State must be obtained. A Request for Sole Source Purchase form must be submitted to the State prior to entering into a purchase commitment and must be attached to the Sub-Recipient's reimbursement request.

**31. BUY AMERICA, BUILD AMERICA ACT (BABAA)**

Sub-Recipient certifies and agrees that all contractors and subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the Sub-Recipient who, in turn, will forward the required certification to the State with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Sub-Recipient certifies that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured products, and construction materials used in the project were produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Sub-Recipient shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the State who, in turn, will forward the disclosures to FEMA.

**32. REPORTING REQUIREMENTS:**

The Sub-Recipient progress reports are due the first three federal quarters throughout the grant cycle. The first three federal quarter dates are January 1, April 1, and July 1.

- a. Failure to submit the quarterly progress report will result in a reminder.
- b. Failure to submit reports within one week of receiving the reminder will result in a letter of non-performance to the authorized recipient.
- c. Failure to comply with the reporting requirements of this agreement may result in loss of program funding.

**33. REIMBURSEMENTS:**

HMEP grants are paid on a reimbursement basis; if you are awarded a grant, you must pay for the equipment or services, you will be reimbursed up to the amount of your subaward. You are responsible for any difference in cost. All expenses must be listed under Exhibit A, line j. or they will not be reimbursed. Projects must be completed within the sub-award period of performance as described in section Exhibit A, line e.

**Reimbursement requests must be submitted to the Grantee (State) within 30 days of completion of equipment purchase, conference attendance and completion, exercise completion, training completion, etc. Failure to do so may result with reimbursement request by Sub-Grantee being denied by Grantee.**

## Agenda Item 6.(b) Authorization for the City Manager to accept a Hazardous...

Equipment and/or services must be received by the Sub-Grantee and the vendor paid prior to requesting reimbursement.

PPE equipment purchased, if approved by PHMSA via Activity Request or application, must be trained on/with by Sub-Grantee personnel, have a roster submitted, hours (time) spent training with PPE, hourly wage rate documented for each trained personnel to be utilized as soft match unless hard (cash) match is chosen to be the form the Sub-Grantee chooses to meet the 20% required match.

- a. Travel: Reimbursement for meals, lodging, mileage, and other expenses will follow State policy if the local entity does not have their own policy, except where non-state employees are unable to obtain state lodging rates.
  - i. In-state per diem rates can be found at: <http://legis.sd.gov/Rules/DisplayRule.aspx?Rule=05:01:02:14>
  - ii. Out-of-state per diem rates can be found at:  
<http://legis.sd.gov/Rules/DisplayRule.aspx?Rule=05:01:02:11>
  - iii. Mileage rates can be found at: <http://legis.sd.gov/rules/DisplayRule.aspx?Rule=05:01:02:01>
  - iv. When non-state employees are unable to obtain state rates, they are expected to obtain reasonable lodging rates with prior approval from the SD Office of Emergency Management HMEP grant administrator.
  - v. Unallowable travel costs include entertainment charges, tobacco, alcohol or bar charges, laundry charges, visa or passport charges, tips, phone calls, personal hygiene items, in-room movies, magazines, personal transportation (other than to program activities), travel insurance, and credit card fees.
- b. Documentation: Reimbursement requests must include the following documentation.
  - i. Itemized invoices. If the invoice is not itemized, then submit the related proposal or quote.
  - ii. Proof of payment. Proof of payment should be in the form of a front-and-back copy of the canceled check or a copy of electronic transfer documentation showing payment has been made to the vendor.
  - iii. Travel and training information.
  - iv. Costs must be itemized separately for each traveler (departure and return times, destinations, airfare, lodging, meals, ground transportation to program activities, and other allowable expenses).
  - v. Copy of the training/class agenda or registration form.
  - vi. Meals will be reimbursed based on departure and return times; receipts for meals are not required.
  - vii. If the Sub-Recipient does not have an agency required form to summarize travel costs for grant activity participants, the Sub-Recipient may request and be provided a travel detail worksheet.
  - viii. Rosters including individual personnel hourly wage rate for all personnel attending hosted trainings and exercises.
  - ix. Copies of certificates for each participant if the course provides them.

**34. COMPLIANCE WITH EXECUTIVE ORDER 2020-01**

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

**35. COMPLIANCE WITH EXECUTIVE ORDER 2023-02:**

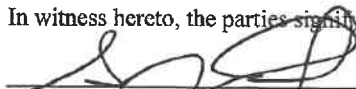
Sub-Recipient certifies and agrees that the following information is correct:


In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Sub-Recipient is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.

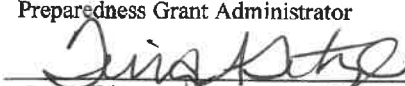
Sub-Recipient further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

**D. AUTHORIZED SIGNATURES:**

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

  
\_\_\_\_\_  
Sub-Recipient Signature

  
\_\_\_\_\_  
State - SD Office of Emergency Management Hazardous Materials Emergency  
Preparedness Grant Administrator

  
\_\_\_\_\_  
State - Director of SD Office of Emergency Management

9/26/24  
\_\_\_\_\_  
Date

9/30/24  
\_\_\_\_\_  
Date

9/30/24  
\_\_\_\_\_  
Date

**Exhibit A**  
**FEDERAL AWARD IDENTIFICATION**

- a. Sub-recipient’s name (which must match the name associated with its Unique Entity ID: **Watertown Fire Rescue**
- b. Sub-Recipient’s Unique Entity ID (SAM): **PW3HNS7FSEK4**
- c. Federal Award Identification Number (FAIN): **693JK32240043HMEP CFDA 20.703**
- d. Federal Award Date: **09/13/2024**
- e. Sub-award Period of Performance: **10/01/2024 – 09/30/2025**
- f. Amount of federal funds obligated to the Sub-Recipient by this agreement: **\$ 18,995.00.**
- g. Total amount of federal funds obligated to the Sub-Recipient: **\$ 18,995.00.**
- h. Total amount of the federal award committed to the Sub-Recipient: **\$ 18,995.00.**
- i. Basis for subaward amounts:

Amount provided by State/Grantor is	<b>\$ 18,995.00</b>
Amount matched by Sub-Recipient	<b>\$ 4,748.75</b>
Total Grant Amount	<b>\$ 23,743.75</b>
- j. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: *Airport Rescue Firefighting (ARFF) - \$10,250.00*  
*Propane Response – 101 to Advanced Tactics - \$6,745.00*  
*2025 Cold Zone Conference - \$2,000.00*
- k. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:  
**U.S. Department of Transportation/Pipeline and Hazardous Materials Safety Administration (DOT/PHMSA) via the South Dakota Department of Public Safety, Office of Emergency Management**  
**Rhett Howard**  
**HMEP Grant Administrator**  
**221 S. Central Avenue**  
**Pierre, SD 57501**  
**(605) 773-3231**  
**Rhett.Howard@state.sd.us**
- l. CFDA No(s) and Name(s): **20.703 U.S. Department of Transportation Hazardous Materials Emergency Preparedness Grant**
- m. Is the grant award for research and development (R&D)? YES \_\_\_\_ NO **X**
- n. Indirect Cost Rate for federal award: **4.8%**



# City Council

## Agenda Item

**Subject:** Authorization for the City Manager to accept a Homeland Security SDTF-1 grant for equipment and training (Watertown Fire Rescue) in the amount of \$3,229.76.

**Meeting:** City Council - Jul 07 2025 - Incoming Council

**From:** Alan Stager, City Manager

---

### **BACKGROUND INFORMATION:**

These funds are used for the South Dakota Task Force team for training and equipment needs.

---

### **FINANCIAL CONSIDERATIONS:**

This grant award requires no match for the city of Watertown.

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### **STAFF RECOMMENDATION / SUGGESTED MOTION:**

I move to authorize the City Manager to accept a Homeland Security SDTF-1 grant for equipment and training (Watertown Fire Rescue) in the amount of \$3,229.76.

---

### **ATTACHMENT(S):**

[2025 Award Letter to WFR for Rocky Canyon Rescue Training in Rapid City](#)



2025 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 2025. 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
Rocky Canyon Rescue Training	Rapid City	2025	\$2,500.00
Two WFR members per diem	Rapid City	2025	\$200.00
Fuel for travel vehicle	Rapid City	2025	\$106.80
Lodging for 2 WFR members to attend training	Rapid City	2025	\$422.96
<b>Total</b>			<b>\$3,229.76</b>

Regards,

Jon Groen

Emergency Services Liaison Coordinator-Response Team Supervisor

Department of Public Safety-Office of Homeland Security

[Jon.Groen@state.sd.us](mailto:Jon.Groen@state.sd.us)

P. (605) 367-4400

South Dakota Fusion Center

[SDFusionCenter@state.sd.us](mailto: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 City Manager to sign the updated MOU for Police Department School Resource Officers (SRO)

**Meeting:** City Council - Jul 07 2025 - Incoming Council

**From:** Kristen Bobzien, Interim City Manager/Chief Financial Officer

---

### **BACKGROUND INFORMATION:**

The Memorandum of Understanding (MOU) between the City of Watertown and the Watertown School District began in 2006.

The mission of the School Resource Officer program is to enhance the safe learning environment of our schools by making a law enforcement officer part of the school setting as a resource for the school to assist them in providing safety and security, counseling, and instruction.

---

### **FINANCIAL CONSIDERATIONS:**

As the SRO is exclusively the employee of the City, the City will pay 100% of the SRO's wages and provide all benefits. The school will reimburse the City 50% of this amount in monthly increments.

---

### **STAFF RECOMMENDATION / SUGGESTED MOTION:**

I move to approve the authorization for the City Manager to sign the updated MOU for Police Department School Resource Officers (SRO)

---

### **ATTACHMENT(S):**

[Watertown SRO MOU 6-23-2025](#)



## **Memorandum of Understanding**

This Memorandum of Understanding between the City of Watertown, hereinafter referred to as "City", and the Watertown School District, hereinafter referred to as "School", defines the Mission, Goals and Objectives, and Roles and Responsibilities of each as partners, of the School Resource Officer program.

### **Mission**

The mission of the School Resource Officer program is to enhance the safe learning environment of our schools by making a law enforcement officer part of the school setting as a resource for the school to assist them in providing safety and security, counseling, and instruction.

### **Goals and Objectives**

The School Resource Officer (SRO) will utilize their knowledge, skills, and resources, in partnership with students, school staff and administration, parents, and the community to enforce laws; to provide for the safety of students and staff; to provide information, intervention, and referral; and to participate in problem solving.

The objectives of the SRO program are to work with the school and other community-based organizations to:

- Address crime and disorder problems, violence, gangs, and drug activities and other high-risk behaviors affecting or occurring in or around the school.
- Educate students and staff in crime prevention, personal safety, and the criminal justice system.
- Assist in the identification of physical changes in the environment that may reduce crime in or around the school; and
- Assist in reviewing and developing school policy that addresses crime and safety and recommend procedural changes
- Enhance Public Safety's ability to respond to critical incidents that may occur in or around the school.

The parties thus agree to the following provisions:

1. Officers placed. The City will place two full-time certified Law Enforcement Officers within the school system as School Resource Officers during the established school calendar year.
2. Employment status. The SROs will be an employee of the City. The SRO will be subject to all City and Police Department rules, regulations, and policies. The SRO will be supervised by the Investigative Division Captain of the Watertown Police Department.
3. Hiring of SRO. The School will participate with the City in the selection of the officer assigned to the SRO position. The City will make the final decision regarding the hiring of an SRO, but will consider input from the School.
4. Assignments. One SRO will be dedicated to the High School, with other duties as assigned. The second SRO will be dedicated to the Middle, Intermediate, and Elementary schools, with other duties as assigned.
5. Reporting. The SROs will report to and work directly with the school administration.
6. Further Duties. The attached Assignment Description further defines the duties of the SRO.
7. Training. The City will provide training and continued professional development of the Officer assigned to the SRO Program. The SROs will attend NASRO related training. The cost of any SRO related training mutually approved by the City and the School will be shared between both parties.
8. Materials and Space from School. The School will provide adequate office space, furnishings, telephone, and office supplies as needed.

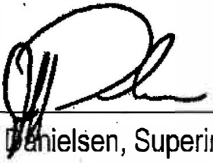
Agenda Item 6.(d) Authorization for the City Manager to sign the updated...

9. Equipment. The City will provide the SROs with a vehicle, uniforms, and personal equipment normally carried by Watertown Police officers.
10. School Discipline. School Resource Officers will not be involved in routine school disciplinary matters, which remain the responsibility of school administrators and staff. Examples of behavior best handled by the SROs include, but are not limited to, gang related activity; possession of a weapon; possession, use, or distribution of illegal drugs; possession, use, or distribution of pornography; criminal activity such as theft, graffiti, etc.; sexual assault; hazing; behavior that is an immediate threat to others; terroristic threats; and other criminal law violations that may constitute a class I misdemeanor or a felony. Examples of student offenses best handled by school administrators, include, but are not limited to: dress code violations; disruptive behavior that is not a threat to others or to the public safety, such as defiance of authority; profanity; possession of inappropriate items; inciting, but not actively participating in inappropriate behavior; truancy or attendance violations; offenses that would be considered to be less than a class I misdemeanor, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law; and other minor violations of School District policies.
11. Truancy assistance. Notwithstanding the provisions in paragraph 10 above, School Resource Officers may assist with truancy matters when a welfare check or issuance of a truancy citation is necessary, with primary responsibility remaining with school staff and administration.
12. Reimbursement by School. As the SRO is exclusively the employee of the City, the City will pay 100% of the SRO's wages and provide all benefits. The School will reimburse the City 50% of this amount in monthly increments.
13. Parent notification. The SRO shall notify a parent as soon as practicable when minor students are issued a criminal citation or arrested.
14. Student arrests. If a student arrest is warranted, the SRO shall use the least disruptive and the least obtrusive manner reasonably available to conduct the arrest of the student. The SRO should be accompanied by a school principal or the Superintendent, if available, when arresting a student unless exigent circumstances require otherwise for the safety of the student, the SRO, and/or others.
15. Interrogation of Students. The SRO shall not question students during school hours whenever such delay will not mitigate the effectiveness of an investigation, the disappearance or unavailability of a criminal suspect or evidence, or risk public safety or significant damage to property. For non-school related criminal conduct, the SRO will notify administration prior to questioning a student unless such delay would risk public safety or significant damage to property.
16. Student Records. School administrators shall allow the SRO to inspect and copy any public records, including student "directory information," maintained by the school to the extent allowed by state and federal law and School District policy. If some information in a student's educational record is needed in an emergency to protect the health or safety of the student or others, school administrators shall disclose to the SRO the information that is needed to respond to the emergency situation based on: (i) the seriousness of the threat to the health or safety of an individual; (ii) the need of the information to meet the emergency situation; and (iii) the extent to which time is of the essence. If the SRO needs confidential student educational record information, but no emergency situation exists, the information may be disclosed only as allowed by applicable state and federal law. This may include requiring Law Enforcement to obtain a subpoena prior to accessing the information.
17. Presence outside of duty hours. If the School District requests the presence of a School Resource Officer at any school-sponsored event that occurs outside the officer's regular duty hours, the Watertown Police Department will bill the School District for those hours at the officer's applicable overtime rate. If the assigned SROs are unavailable for such an event, and the School District still requires a police presence, the Watertown Police Department will assign patrol officers, and the School District will be billed at the officers' applicable overtime rate.
18. Evaluation. Designees of the City and School will evaluate the SRO annually. Recommendations for improvement will be made and implemented based on the evaluation. The City will consider the School's input regarding these recommendations, including requests for different assignments for existing SROs or removal of SROs.
19. Indemnification. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act or constitutional provision, each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

Agenda Item 6.(d) Authorization for the City Manager to sign the updated...

20. Independent Contractors. The Parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party nor its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. Law Enforcement shall at all times be responsible for all aspects of the employment, control, and direction of SROs assigned under this agreement. Nothing within this agreement is intended to create an agency or employment relationship between the School District and any officer assigned by Law Enforcement to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of Law Enforcement. No right to School District retirement, leave benefits, or any other benefits of School District employees shall exist as a result of the performance of any duties or responsibilities under this agreement. The School District shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds, or insurance for Law Enforcement's officers, employees, agents, subcontractors, or assignees.
21. Termination and renewal. Either party may terminate this agreement for any or no reason and at any time by giving the other party at least 90 days prior written notice of the same.
22. Amendments to agreement. This Memorandum of Understanding may be changed at any time, with mutual consent of the City and the School.

\_\_\_\_\_  
Alan Stager, City Manager  
City of Watertown  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Dr. Jeff Danielsen, Superintendent  
Watertown School District  
Date: 6-9-25

Position Title: Patrol Officer Assignment of School Resource Officer

### Statement of Duties

Position provides law enforcement and crime prevention functions, as well as involvement in school related activities and functions in the Watertown Schools, as a member of the Watertown Police Department. Responsibilities include enforcing laws and ordinances, investigating misdemeanor and felony crimes, arresting offenders of the law, responding to assistance requests from school staff regarding incidents included in the job description, medical and other emergencies, assisting and developing law related curriculum, maintaining order and interacting with students and staff in a school setting.

### Supervision

Employee works under the general direction of the Investigative Division Captain. Employee plans and carries out the regular work in accordance with federal, state, and local laws, school policy, rules, regulations, policies, and procedures, and previous training. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines, and priorities. Technical and policy problems or changes in procedures may be discussed with the supervisor dependent upon the situation encountered. Work is reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements unless there are adverse implications; and the methods used in arriving at the result are not usually reviewed in detail.

The nature of work is subject to unpredictable fluctuations and emergencies throughout the year. Employee is required to work a regular shift that includes work during the normal school year, during times when school is in session and may be scheduled for other duties/functions as required. Employee may also be contacted at home for additional work requirements. Employee has limited access to confidential criminal investigations and records.

### Job Environment

Position responsibilities require the use of extensive judgment and ingenuity to perform required law enforcement and crime prevention functions within the limits of guidelines that include departmental rules and regulations, federal, state, and local laws. Position is responsible for interpreting these guidelines for application to specific cases and in developing operational responses. Position requires the use of many different principles, techniques and practices common to law enforcement procedures, as well as the application of a variety of administrative principles and practices. Work is considerably complex in that potentially life-altering decisions must be made instantaneously. Position is responsible for determining the best course of action to be taken in a given situation.

Errors can result in a delay or loss of service, personal injury/loss, injury to others, legal repercussions, and damage to buildings and/or equipment.

The position has constant contact with the school students and staff for the purpose of receiving and responding to calls for assistance, enforcing laws, conducting educational programs, attending and participating in meetings, responding to inquiries and complaints, and/or providing information and assistance. The position has daily contact with other law enforcement agencies, attorneys, suspects, witnesses, victims, professionals, various agencies, and organizations for the purpose of giving or receiving information, conducting research and investigations, coordinating activities, and/or providing information and assistance. Contact usually occurs in person or on the phone.

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to, or extension of, the position.

#### Essential Functions

1. Perform any and all necessary law enforcement functions, including arrest, courtroom testimony, and crime investigation and prevention.
2. Prepare a law related education curriculum and present lessons to students.
3. Attend conferences with faculty, parents, and students when requested.
4. Assist other law enforcement and court services personnel in connection with this position.
5. Assists with the development and presentation of public educational programs and strives to maintain good public relations.
6. Maintains personal police equipment.
7. Performs a wide variety of law enforcement, crime prevention, and special duties or units as assigned or as situations dictate.
8. Operate and maintain department issued firearms.
9. When working in the school resource officer capacity, employee will be assigned duties consistent with functions as a Watertown Police Dept. officer.

#### Recommended Minimal Qualifications

##### Physical and Mental Requirements

Employee primarily works during the normal school year in a school setting. Employee may be exposed to outdoor weather conditions, dangerous people and/or situations, stress, traffic, and biological hazards up to 2/3<sup>rd</sup> of the time; toxic or caustic chemicals, risk of electric shock, fumes, or airborne particles, and work with explosives up to 1/3<sup>rd</sup> of the time. Employee is required to walk, sit, talk, listen, and use hands more than 2/3<sup>rd</sup> of the time; stand, climb, balance, stoop, kneel, crouch, crawl, and/or reach with arms and hands up to 2/3<sup>rd</sup> of the time. Employee frequently lifts up to 30 lbs., and occasionally lifts up to or more than 100 lbs. Occupational risks include hazardous materials spills, driving, exposure to communicable diseases, drug absorption, personal injury or death, and severe weather conditions. Normal vision is required for this position. Equipment operated may include light trucks, automobiles, light equipment, medical equipment, power tools, hand tools, office machines, computers, firearms, pepper spray, non-lethal weapons, radios, radar, and various crime scene equipment.

Agenda Item 6.(d) Authorization for the City Manager to sign the updated...  
Education and Experience

A candidate for this position should have a High School diploma or equivalent; advanced training in law enforcement, criminal justice or prior police experience preferred.

A candidate for this position should also have a valid driver's license. A candidate must obtain a basic state law enforcement certification, and certification in the operation of radar equipment, breathalyzers, chemical agents, first aid/CPR, PBT within one year of hire and continue to be qualified in firearm use. A candidate should be of good moral character and pass a federal background investigation.

A candidate must be at least twenty-one (21) years old at the time of hire and meet ongoing physical requirements of the position.

Knowledge, Skills and Abilities

It is necessary that a candidate for this position should have knowledge of:

- Principles, practices and methods related to law enforcement and crime prevention
- Knowledge of school campus policies and procedures
- Police command policies and procedures
- Civil and criminal codes, city ordinances

Skills in:

- Effective public speaking, interpersonal, communication and organization skills
- Ability to effectively build a rapport with school age children and teenagers
- Negotiation and persuasion
- Observation, perception, and reasoning
- Computer skills

And ability to:

- Conduct thorough investigations
- Produce accurate and precise reports of incidents
- Make sound decisions under stress
- Prioritize tasks and perform multiple tasks simultaneously
- Be proficient in the use of department firearms



# City Council

## Agenda Item

**Subject:** New Patrol Officer Introductions  
**Meeting:** City Council - Jul 07 2025 - Incoming Council  
**From:** Kristen Bobzien, Interim City Manager/Chief Financial Officer

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### **BACKGROUND INFORMATION:**

New Police Officers Katie Schmeling, Michael Fedt, and Enrique Garcia will briefly introduce themselves.

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### **FINANCIAL CONSIDERATIONS:**

NA

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### **STAFF RECOMMENDATION / SUGGESTED MOTION:**

No Motion needed

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# City Council

## Agenda Item

**Subject:** Review of the South Dakota Open Meeting Laws Brochure (per SDCL 1-25-13).  
**Meeting:** City Council - Jul 07 2025 - Incoming Council  
**From:** Alan Stager, City Manager

---

### **BACKGROUND INFORMATION:**

Senate Bill 74 which went into effect on July 1 requires the municipality to provide an annual review by the City Council of the open meeting laws. The review will occur at the first City Council meeting during which is the investiture of a new city council members after each election.

---

### **FINANCIAL CONSIDERATIONS:**

NA

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### **STAFF RECOMMENDATION / SUGGESTED MOTION:**

No Motion Needed.

---

### **ATTACHMENT(S):**

[Open Meeting Laws](#)



**1-25-7. REFERRAL TO OMC.** Upon receiving a referral from a state's attorney or the attorney general, the South Dakota Open Meetings Commission shall examine the complaint and investigatory file submitted by the state's attorney or the attorney general and shall also consider signed written submissions by the persons or entities that are directly involved. Based on the investigatory file submitted by the state's attorney or the attorney general and any written responses, the commission shall issue a written determination on whether the conduct violates this chapter, including a statement of the reasons therefor and findings of fact on each issue and conclusions of law necessary for the proposed decision. The final decision shall be made by a majority of the commission members, with each member's vote set forth in the written decision. The final decision shall be filed with the attorney general and shall be provided to the public entity and or public officer involved, the state's attorney, and any person that has made a written request for such determinations. If the commission finds a violation of this chapter, the commission shall issue a public reprimand to the offending official or governmental entity. However, no violation found by the commission may be subsequently prosecuted by the state's attorney or the attorney general. All findings and public censures of the commission shall be public records pursuant to § 1-27-1. Sections 1-25-6 to 1-25-9, inclusive, are not subject to the provisions of chapter 1-26.

**1-25-8. OMC MEMBERS.** The South Dakota Open Meeting Commission shall be comprised of five state's attorneys appointed by the attorney general. Each commissioner shall serve at the pleasure of the attorney general. A chair of the commission shall be chosen annually from the membership of the commission by a majority of its members.

**1-25-12. DEFINITIONS.** Terms used in this chapter mean:

(1) "Political subdivision," any association, authority, board, commission, committee, council, task force, school district, county, city, town, township, or other local government entity that is created or appointed by statute, ordinance, or resolution and is vested with the authority to exercise any sovereign power derived from state law;

(2) "Public body," any political subdivision and the state;

(3) "Official meeting," any meeting of a quorum of a public body at which official business or public policy of that public body is discussed or decided by the public body, whether in person or by means of teleconference;

(4) "Teleconference," information exchanged by any audio, video, or electronic medium, including the internet;

(5) "State," each board, commission,

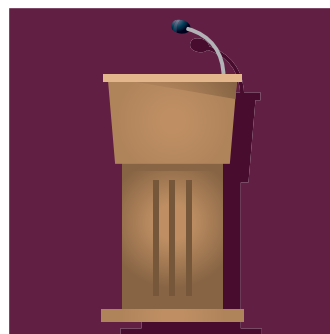
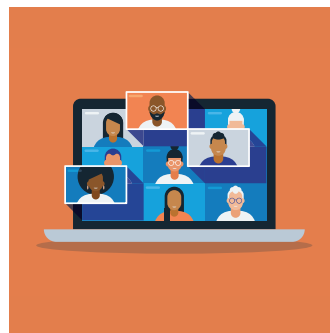
department, or agency of the State of South Dakota. The term, state, does not include the Legislature.

**1-27-1.16. MEETING PACKETS AND MATERIALS.**

If a meeting is required to be open to the public pursuant to § 1-25-1 and if any printed material relating to an agenda item of the meeting is prepared or distributed by or at the direction of the governing body or any of its employees and the printed material is distributed before the meeting to all members of the governing body, the material shall either be posted on the governing body's website or made available at the official business office of the governing body at least twenty-four hours prior to the meeting or at the time the material is distributed to the governing body, whichever is later. If the material is not posted to the governing body's website, at least one copy of the printed material shall be available in the meeting room for inspection by any person while the governing body is considering the printed material. However, the provisions of this section do not apply to any printed material or record that is specifically exempt from disclosure under the provisions of this chapter or to any printed material or record regarding the agenda item of an executive or closed meeting held in accordance with § 1-25-2. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to printed material, records, or exhibits involving contested case proceedings held in accordance with the provisions of chapter 1-26.

**1-27-1.17. DRAFT MINUTES.** The unapproved, draft minutes of any public meeting held pursuant to § 1-25-1 that are required to be kept by law shall be available for inspection by any person within ten business days after the meeting. However, this section does not apply if an audio or video recording of the meeting is available to the public on the governing body's website within five business days after the meeting. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to draft minutes of contested case proceedings held in accordance with the provisions of chapter 1-26.

**1-27-1.18. WORKING GROUP REPORTS.** Any final recommendations, findings, or reports that result from a meeting of a committee, subcommittee, task force, or other working group which does not meet the definition of a political subdivision or public body pursuant to § 1-25-1, but was appointed by the governing body, shall be reported in open meeting to the governing body which appointed the committee, subcommittee, task force, or other working group. The governing body shall delay taking any official action on the recommendations, findings, or reports until the next meeting of the governing body.



# Conducting the Public's Business in Public

A guide to South Dakota's Open Meetings Laws  
(Revised 2023)

Prepared by:  
S.D. Attorney General's Office  
in partnership with the  
S.D. NewsMedia Association

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1125 32nd Ave. Brookings, SD 57006

## Q: WHAT ARE SOUTH DAKOTA'S OPEN MEETINGS LAWS?

A: South Dakota's open meetings laws embody the principle that the public is entitled to the greatest possible information about public affairs and are intended to encourage public participation in government. SDCL Ch. 1-25 requires that official meetings of public bodies must be public and advance notice is to be given of such meetings. The statutes define an "official meeting" as one where a quorum of the public body is present and at which official business or public policy of the body is discussed or decided. Openness in government is encouraged.

## Q: WHO DOES THE OPEN MEETINGS LAWS APPLY TO?

A: The open meetings laws apply to all public bodies "of the state and its political subdivisions." SDCL 1-25-1. This includes cities, counties, school boards and other public bodies created by ordinance or resolution, such as appointed boards, task forces, and committees, so long as they have authority to exercise sovereign power. SDCL 1-25-12(1). Although no court decisions have been issued on the subject, this probably does not include bodies that serve only in an advisory capacity. The State Constitution allows the Legislature and the Unified Judicial System to create rules regarding their own separate functions.

## Q: ARE TELECONFERENCES CONSIDERED PUBLIC MEETINGS?

A: Yes. The open meetings laws allow meetings, including executive or closed meetings, to be conducted by teleconference – defined as an exchange of information by audio, video, or electronic means (including the internet) – if a place is provided for the public to participate. In addition,

for teleconferences where less than a quorum of the public body is present at the location open to the public, arrangements must also be made for the public to listen by telephone or internet (except for portions of meetings properly closed for executive sessions). The media and public must be notified of teleconference meetings under the same notice requirements as any other meeting.

## Q: HOW ARE THE PUBLIC AND MEDIA NOTIFIED WHEN PUBLIC BUSINESS IS BEING DISCUSSED?

A: SDCL 1-25-1.1 requires that all political subdivisions (except the state and its boards, commissions, or departments as provided in § 1-25-1.3) prominently post a notice and copy of the proposed agenda at the political subdivision's principal office. At a minimum, the proposed agenda must include the date, time, and location of the meeting and must be visible, readable, and accessible to the public for 24 continuous hours immediately preceding the meeting. Also, if the political subdivision has its own website, the notice must be posted on the website upon dissemination of the notice. For special or rescheduled meetings, political subdivisions must comply with the regular meeting notice requirements as much as circumstances permit. The notice must be delivered in person, by mail, by email, or by telephone to all local news media who have asked to be notified. It is good practice for local media to renew requests for notification of special or rescheduled meetings at least annually.

SDCL 1-25-1.3 varies slightly from SDCL 1-25-1.1 and requires the State and its boards, commissions, or departments to give notice by posting a proposed agenda at least 72 continuous hours before a meeting is scheduled to start (this does not include any weekend or legal holiday). The State is also required to give notice of a public meeting by posting its proposed agenda on <http://boardsandcommissions.sd.gov>.

The requirement to provide one or more places for the public to listen to the teleconference does not apply to official meetings closed to the public pursuant to specific law.

**1-25-2. EXECUTIVE SESSION.** Executive or closed meetings may be held for the sole purposes of:

(1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term, employee, does not include any independent contractor;

(2) Discussing the expulsion, suspension, discipline, assignment of or the educational program of a student or the eligibility of a student to participate in interscholastic activities provided by the South Dakota High School Activities Association;

(3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters;

(4) Preparing for contract negotiations or negotiating with employees or employee representatives;

(5) Discussing marketing or pricing strategies by a board or commission of a business owned by the state or any of its political subdivisions, when public discussion may be harmful to the competitive position of the business; or

(6) Discussing information pertaining to the protection of public or private property and any person on or within public or private property specific to:

(a) Any vulnerability assessment or response plan intended to prevent or mitigate criminal acts;

(b) Emergency management or response;

(c) Public safety information that would create a substantial likelihood of endangering public safety or property, if disclosed;

(d) Cyber security plans, computer, communications network schema, passwords, or user identification names;

(e) Guard schedules;

(f) Lock combinations;

(g) Any blueprint, building plan, or infrastructure record regarding any building or facility that would expose or create vulnerability through disclosure of the location, configuration, or security of critical systems of the building or facility; and

(h) Any emergency or disaster response plans or protocols, safety or security audits or reviews, or lists of emergency or disaster response personnel or material; any location or listing of weapons or ammunition; nuclear, chemical, or biological agents; or other military or law enforcement equipment or personnel.

However, any official action concerning the matters pursuant to this section shall be made

at an open official meeting. An executive or closed meeting must be held only upon a majority vote of the members of the public body present and voting, and discussion during the closed meeting is restricted to the purpose specified in the closure motion. Nothing in § 1-25-1 or this section prevents an executive or closed meeting if the federal or state Constitution or the federal or state statutes require or permit it. A violation of this section is a class 2 misdemeanor.

**9-34-19. EXECUTIVE SESSIONS (MUNICIPAL AND COUNTIES).** Any documentary material or data compiled or received by a municipal corporation, county, or an economic development corporation receiving municipal or county funds, for the purpose of furnishing assistance to a business, to the extent that such material or data consists of trade secrets or commercial or financial information regarding the operation of such business, is not a public record. Any discussion or consideration of such trade secrets or commercial or financial information by a municipal corporation or county may be done in executive session closed to the public.

**1-25-6. DUTY OF STATE'S ATTORNEY.** If a complaint alleging a violation of chapter 1-25 is made pursuant to § 23A-2-1, the state's attorney shall take one of the following actions:

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. Upon doing so, the state's attorney shall send a copy of the complaint and any investigation file to the attorney general. The attorney general shall use the information for statistical purposes and may publish abstracts of such information, including the name of the government body involved for purposes of public education; or

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action.

**1-25-6.1. DUTY OF STATE'S ATTORNEY (COUNTY COMMISSION ISSUES).** If a complaint alleges a violation of this chapter by a board of county commissioners, the state's attorney shall take one of the following actions:

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. The attorney general shall use the information for statistical purposes and may publish abstracts of the information as provided by § 1-25-6;

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action; or

(4) Refer the complaint to another state's attorney or to the attorney general for action pursuant to § 1-25-6.

## PERTINENT S.D. OPEN MEETINGS STATUTES

(other specific provisions may apply depending on the public body involved)

**1-25-1. OPEN MEETINGS.** The official meetings of the state and its political subdivisions are open to the public unless a specific law is cited by the state or the political subdivision to close the official meeting to the public.

It is not an official meeting of one public body if its members provide information or attend the official meeting of another public body for which the notice requirements of § 1-25-1.1 or 1-25-1.3 have been met. It is not an official meeting of a public body if its members attend a press conference called by a representative of the public body.

For any event hosted by a nongovernmental entity to which a quorum of the public body is invited and public policy may be discussed, but the public body does not control the agenda, the political subdivision may post a public notice of a quorum, in lieu of an agenda. The notice of a quorum shall meet the posting requirements of § 1-25-1.1 or 1-25-1.3 and shall contain, at a minimum, the date, time, and location of the event.

The public body shall reserve at every official meeting a period for public comment, limited at the public body's discretion as to the time allowed for each topic and the total time allowed for public comment but not so limited as to provide for no public comment.

Public comment is not required at official meetings held solely for the purpose of meeting in executive session, an inauguration, swearing in of newly elected officials, or presentation of an annual report to the governing body regardless of whether or not such activity takes place at the time and place usually reserved for a regularly scheduled meeting.

If a quorum of township supervisors, road district trustees, or trustees for a municipality of the third class meet solely for purposes of implementing previously publicly adopted policy; carrying out ministerial functions of that township, district, or municipality; or undertaking a factual investigation of conditions related to public safety; the meeting is not subject to the provisions of this chapter.

A violation of this section is a Class 2 misdemeanor.

**1-25-1.1. PUBLIC NOTICE OF POLITICAL SUBDIVISIONS.** Each political subdivision shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately preceding any official meeting, by posting a copy of the notice, visible to the public, at the principal office of the political subdivision holding the meeting. The proposed agenda shall include the date, time, and location of the meeting. The notice shall also be posted on the political subdivision's website upon dissemination of the notice, if a

website exists. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, each political subdivision shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

**1-25-1.3. PUBLIC NOTICE OF STATE.** The state shall provide public notice of a meeting by posting a copy of the proposed agenda at the principal office of the board, commission, or department holding the meeting. The proposed agenda shall include the date, time, and location of the meeting, and be visible, readable, and accessible to the public. The agenda shall be posted at least seventy-two hours before the meeting is scheduled to start according to the agenda. The seventy-two hours does not include Saturday, Sunday, or legal holidays. The notice shall also be posted on a state website, designated by the commissioner of the Bureau of Finance and Management. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, the state shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

**1-25-1.5. TELECONFERENCE MEETING.** Any official meeting may be conducted by teleconference. A teleconference may be used to conduct a hearing or take final disposition regarding an administrative rule pursuant to § 1-26-4. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference may be taken by voice vote. If any member votes in the negative, the vote shall proceed to a roll call vote.

**1-25-1.6. TELECONFERENCE PARTICIPATION.** At any official meeting conducted by teleconference, there shall be provided one or more places at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, that has less than a quorum of the members of the public body participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet.

## Q: WHO ARE LOCAL NEWS MEDIA?

**A:** There is no definition of "local news media" in SDCL ch. 1-25. "News media" is defined in SDCL 13-1-57 generally as those personnel of a newspaper, periodical, news service, radio station, or television station regardless of the medium through which their content is delivered. The Attorney General is of the opinion that "local news media" is all news media – broadcast and print – that regularly carry news to the community.

## Q: IS A PUBLIC COMMENT PERIOD REQUIRED AT PUBLIC MEETINGS?

**A:** Yes. Public bodies are required to provide at every official meeting a period of time on their agenda for public comment. Each public body has the discretion to limit public comment as to the time allowed for each topic commented on, and as to the total time allowed for public comment. A public comment period is not required for meetings held solely for the purpose of executive session.

## Q: CAN PUBLIC MEETINGS BE RECORDED?

**A:** Yes, SDCL 1-25-11 requires public bodies to allow recording (audio or video) of their meetings if the recording is reasonable, obvious, and not disruptive. This requirement does not apply to those portions of a meeting confidential or closed to the public.

## Q: WHEN CAN A MEETING BE CLOSED TO THE PUBLIC AND MEDIA?

**A:** SDCL 1-25-2 allows a public body to close a meeting for the following purposes: 1) to discuss personnel issues pertaining to officers or employees; 2) consideration of the performance or discipline of a student, or the student's participation in interscholastic activities; 3) consulting with legal counsel, or reviewing communications from legal counsel

about proposed or pending litigation or contractual matters; 4) employee contract negotiations; 5) to discuss marketing or pricing strategies of a publicly-owned competitive business; or 6) to discuss information related to the protection of public or private property such as emergency management response plans or other public safety information. The statute also recognizes that executive session may be appropriate to comport with other laws that require confidentiality or permit executive or closed meetings. Federal law pertaining to students and medical records will also cause school districts and other entities to conduct executive sessions or conduct meetings to refrain from releasing confidential information. Meetings may also be closed by cities and counties for certain economic development matters. SDCL 9-34-19. Note that SDCL 1-25-2 and SDCL 9-34-19 do not require meetings be closed in any of these circumstances. Any official action based on discussions in executive session must, however, be made at an open meeting.

## Q: WHAT IS THE PROPER PROCEDURE FOR EXECUTIVE SESSIONS?

**A:** Motions for executive sessions must refer to the specific state or federal law allowing for the executive session i.e. "pursuant to SDCL 1-25-2(3)." Also, best practice to avoid public confusion would be that public bodies explain the reason for going into executive session. For example, the motion might state "motion to go into executive session pursuant to SDCL 1-25-2(1) for the purposes of discussing a personnel matter;" or "motion to go into executive session pursuant to SDCL 1-25-2(3) for the purposes of consulting with legal counsel." Discussion in the executive session must be strictly limited to the announced subject. No official votes may be taken on any matter during an executive session. The public body must return to open session before any official action can be taken. Board members could be held personally liable for the results of an official vote



taken illegally during an executive session. For example, a contract approved only during an executive session could be found void and the board members could be required to repay any public funds spent under the contract.

**Q: WHAT HAPPENS IF THE MEDIA OR PUBLIC IS IMPROPERLY EXCLUDED FROM A MEETING OR OTHER VIOLATIONS OF THE OPEN MEETING LAWS OCCUR?**

**A:** Excluding the media or public from a meeting that has not been properly closed subjects the public body or the members involved to: (a) prosecution as a Class 2 misdemeanor punishable by a maximum sentence of 30 days in jail, a \$500 fine or both; or (b) a reprimand by the Open Meeting Commission ("OMC"). The same penalties apply if the agenda for the meeting is not properly posted, or other open meeting violations occur. Also, action taken during any meeting that is not open or has not been properly noticed could, if challenged, be declared null and void. It could even result in personal liability for members of the governing body involved, depending upon the action taken.

**Q: HOW ARE ISSUES REFERRED TO THE OPEN MEETINGS COMMISSION ("OMC")?**

**A:** Persons alleging violations of the open meetings laws must make their complaints with law enforcement officials in the county where the offense occurred. After a signed and notarized complaint is made under oath, and any necessary investigation is conducted, the State's Attorney may: (a) prosecute the case as a misdemeanor; (b) find that the matter has no merits and file a report with the Attorney General for statistical purposes; or (c) forward the complaint to the OMC for a determination. The OMC is comprised of five State's Attorneys appointed by the Attorney General. The OMC examines whether a violation has occurred and makes written public findings explaining its reasons. If you have questions on the procedures or status

of a pending case, you may contact the Attorney General's Office at 605-773-3215 to talk to an assistant for the OMC. Procedures for the OMC are posted on the website for the Office of Attorney General. <http://atg.sd.gov/>.

**Q: WHAT DOES THE TERM "SOVEREIGN POWER" MEAN?**

**A:** The open meetings laws do not define this term, but it generally means the power to levy taxes, impose penalties, make special assessments, create ordinances, abate nuisances, regulate the conduct of others, or perform other traditional government functions. The term may include the exercise of many other governmental functions. If an entity is unclear whether it is exercising "sovereign power" it should consult with legal counsel.

**Q: MAY AGENDA ITEMS BE CONSIDERED IF THEY ARE ADDED LESS THAN 24 HOURS BEFORE A MEETING?**

**A:** Proposed agendas for public meetings must be posted at least 24 hours in advance of the meeting. The purpose of providing advance notice of the topics to be discussed at a meeting is to provide information to interested members of the public concerning the governing body's anticipated business. Typically, the public body adopts the final agenda upon convening the meeting. At the time the final agenda is adopted, the governing body may add or delete agenda items and may also change the order of business. See *In re Yankton County Commission, Open Meetings Commission Decision # 20-03*, December 31, 2020. New items cannot be added after the agenda has been adopted by the governing body. Public bodies are strongly encouraged to provide at least 24 hours' notice of all agenda items so as to be fair to the public and to avoid dispute. For special or rescheduled meetings, public bodies are to comply to the extent circumstances permit. In other words, posting less than 24 hours in advance may be permissible in emergencies.

**Q: ARE EMAIL DISCUSSIONS "MEETINGS" FOR PURPOSES OF THE OPEN MEETINGS LAWS?**

**A:** The definition of an "official meeting" in SDCL 1-25-12(3) references teleconferences. The definition of a "teleconference" in SDCL 1-25-12(4) includes the exchange of information via the internet or any other electronic medium. The analysis of these two definitions leads to the conclusion that email discussions that include a quorum of a public body and which discuss the official business of that body could be considered "meetings" for purposes of the open meetings laws. Email participation in scheduling or similar activity would not, under this analysis, constitute a public meeting.

**Q: WHAT RECORDS MUST BE AVAILABLE TO THE PUBLIC IN CONJUNCTION WITH PUBLIC MEETINGS?**

**A:** SDCL 1-25-1.4 requires state boards, commissions, or departments to make public meeting materials available on <http://boardsandcommissions.sd.gov>. SDCL 1-27-1.16 requires that any other public body must post meeting materials on the public body's website or make those materials available to the public at least twenty-four hours prior to the hearing or when made available to the members of the public body, whichever is later. Finally, SDCL 1-27-1.17 requires that draft minutes of public meetings must be made available to the public at the principal place of business for the public body within 10 business days after the meeting (or made available on the website for the public body within five business days). These laws are in addition to any specific requirements for public bodies (i.e., publication requirements in state laws pertaining to cities, counties, or school districts). Enforcement of public records laws contained in SDCL Ch. 1-27 are handled by separate procedures found in SDCL 1-27-35, et. seq. rather than the open meeting procedures described above. Violations of SDCL 1-27-1.16 and 1-27-1.17 are also Class 2 misdemeanors.

**Q: WHAT REQUIREMENTS APPLY TO TASK FORCES, COMMITTEES AND WORKING GROUPS?**

**A:** Task forces and committees that exercise "sovereign power," and are created by statute, ordinance, or proclamation are required to comply with the open meetings laws. SDCL 1-25-12(1). Task forces, committees, and working groups that are not created by statute, ordinance, or proclamation, or are advisory only, may not be subject to the open meetings laws, but are encouraged to comply to the extent possible when public matters are discussed. Ultimately, if such advisory task forces, committees and working groups present any reports or recommendations to public bodies, the public bodies must wait until the next meeting (or later) before taking final action on the recommendations. SDCL 1-27-1.18.



## City Council

### Agenda Item

**Subject:** Approval of a Bid Award for the Taxiway B & C Improvements Project, Project No. 2316 to J&J Earth Works, Inc. in the Amount of \$4,172,781.70, Pending FAA Grant Award and Authorization for City Manager to sign FAA Grant Application, FAA Grant Offer, and All Necessary Paperwork for the Construction Contract Documents

**Meeting:** City Council - Jul 07 2025 - Incoming Council

**From:** Kristen Bobzien, Interim City Manager/Chief Financial Officer

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#### **BACKGROUND INFORMATION:**

On June 5, 2025, (5) bids were received for the Taxiway B&C Improvement Project, Project No. 2316. J&J Earth Works, Inc. had the lowest bid of \$4,172,781.70 which was 24% lower than the Engineer's Estimate of \$5,471,555.20.

The project is construction of Taxiway B, Taxiway C, Taxiway C3, and Taxiway E, including grading, material disposal, geotextile separator fabric, subbase course, crushed aggregate base course, underdrain piping, asphalt pavement, pavement marking, topsoiling, seeding, mulching, electrical duct and conductors, medium intensity taxiway lighting, airfield signage, and other items of related construction, identified on the Airport Improvement Plan (AIP).

Approval of this project is contingent on the Airport Infrastructure Grant (AIG) & Airport Improvement Plan (AIP) 3-46-0058-047/048-2025 Grant applications being approved and awarded. Should these grants be denied, this project would not proceed.

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#### **FINANCIAL CONSIDERATIONS:**

The funding for this project for City share has been budgeted from the account 606-43503-43904. The remainder comes from the pending AIP/AIG 3-46-0058-047/048-2025 grants.

The fee is eligible under both the Airport Improvement Plan (AIP) Grant (95% Federal, 2.5% State, 2.5% City) & Airport Infrastructure Grant (AIG) (90% Federal, 5% State, 5% City). The estimated local share is \$120,000.00.

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#### **OVERSIGHT / PROJECT RESPONSIBILITY:**

Justin Petersen, City Engineer  
Chaz Spellman, Engineer I

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#### **STAFF RECOMMENDATION / SUGGESTED MOTION:**

Staff recommends the bid award through the following motion:

Agenda Item 8.(a) Approval of a Bid Award for the Taxiway B & C Improvem...

I move approve a bid award for the Taxiway B&C Improvements Project, Project No. 2316 to J&J Earth Works, Inc. in the amount of \$4,172,781.70, pending FAA Grant Award and authorization for City Manager to sign FAA Grant Application, FAA Grant Offer, and all necessary paperwork for the construction contract documents.

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**ATTACHMENT(S):**

[2316 Vicinity Map](#)

[20250619 City \(Engineer Recommendation\) MAS](#)

[2316 Bid Tabulation](#)

[2316 Revised Engineer's Estimate](#)





VICINITY MAP

Project Area





416 PRODUCTION STREET N.  
ABERDEEN, SD 57401

PHONE (605) 225-1212  
FAX (605) 225-3189

June 19, 2025

Justin Petersen, P.E. – City Engineer  
City of Watertown  
P.O. Box 910  
Watertown, SD 57201

Re: Taxiway Improvements  
Watertown Regional Airport  
Watertown, South Dakota  
AIP #3-46-0058-047-2025  
Helms #A-9070

Dear Mr. Petersen,

We would like to take this opportunity to make our “Engineer’s Recommendation of Award” for the above referenced project.

The description of work is:

This project shall include the construction of the Taxiway B ( $\pm 915'$  x  $50'$ ), Taxiway C ( $\pm 1,700'$  x  $50'$ ), Taxiway C3 ( $\pm 290'$  x  $50'$ ), and Taxiway E ( $\pm 825'$  x  $50'$ ). This work includes grading, disposal of excess material, geotextile separator fabric, subbase course (furnished and recycled), crushed aggregate base course, underdrain piping, asphalt pavement, pavement marking, topsoiling, seeding, mulching, electrical duct and conductors, medium intensity taxiway lighting, airfield signage, and other items of related construction.

We have reviewed the bid proposal documents received and are recommending that Bid Schedule A and Bid Schedule B be tentatively awarded to the lowest bidder J & J Earth Works, Inc., Milbank, SD, in the amount of \$4,172,781.70 as their bid was complete and reasonable. We have also verified that J & J Earth Works, Inc. has not been excluded at [www.sam.gov](http://www.sam.gov).

The DBE goal was 3.0% for this project. The intended participation listed in J & J Earth Work, Inc.’s bid is 2.0%. A DBE Good Faith Effort was provided and deemed adequate.



The motion for award should read “Tentative award for AIP Project #3-46-0058-047-2025 Taxiway Improvements, Bid Schedule A and Bid Schedule B is made to J & J Earth Works, Inc., Milbank, SD, in the amount of \$4,172,781.70 contingent upon receipt of an FAA Grant Offer.”

Also, to help meet what we expect to be short time lines in the grant process, the City Council should authorize the Interim City Manager to sign the FAA Grant Application, FAA Grant Offer (which will need to be electronically signed), and all necessary paperwork for the Construction Contract Documents.

Enclosed is the FAA Grant Application Packet. Please have the Interim City Manager sign and date it where tabbed, and email the application to Jon Becker with the SD-DOT.

If you have any questions, comments, or need any further information, please feel free to contact our office at your convenience.

Sincerely,  
Helms and Associates

A handwritten signature in dark ink, appearing to read "Michael A. Schmit". The signature is fluid and cursive, with the first name "Michael" being the most prominent.

Michael A. Schmit, P.E.

W/Enclosures

Cc: Ian Meriwether, City of Watertown – Airport Manager  
David Ferrell, FAA – Dakota-Minnesota Airports District Office  
Jon Becker, SD-DOT – Office of Air, Rail, and Transit

**TAXIWAY IMPROVEMENTS  
WATERTOWN REGIONAL AIRPORT  
WATERTOWN, SOUTH DAKOTA  
AIP #3-46-0058-047/048-2025  
A-9070  
BID TABULATION  
6/5/2025**

Bid Schedule A - Civil					J & J Earth Works, Inc. Milbank, SD		Basin Construction & Drain Tile, LLC Hayti, SD		Webster Scale, Inc. Webster, SD	
Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	C-105	Mobilization (Max of 10% of Total Project Cost)	1	L.S.	\$225,000.00	\$225,000.00	\$370,000.00	\$370,000.00	\$400,000.00	\$400,000.00
2	C-100	Contractor Quality Control Plan	1	L.S.	\$170,000.00	\$170,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00
3	S-100	Construction Safety Phasing Plan	1	L.S.	\$85,000.00	\$85,000.00	\$330,000.00	\$330,000.00	\$110,000.00	\$110,000.00
4	P-101	Concrete Pavement Removal (7.5" Nominal Depth)	8,071	SqYd	\$7.25	\$58,514.75	\$7.50	\$60,532.50	\$9.00	\$72,639.00
5	P-101	Asphalt Pavement/Base Removal (12" Nominal Depth)	20,383	SqYd	\$5.50	\$112,106.50	\$5.75	\$117,202.25	\$3.75	\$76,436.25
6	P-101	Cold Milling (2" Nominal Depth)	817	SqYd	\$4.00	\$3,268.00	\$5.00	\$4,085.00	\$10.00	\$8,170.00
7	P-152	Unclassified Excavation	43,328	CuYd	\$5.25	\$227,472.00	\$4.00	\$173,312.00	\$3.75	\$162,480.00
8	P-152	Borrow Excavation	5,247	CuYd	\$8.50	\$44,599.50	\$5.00	\$26,235.00	\$5.00	\$26,235.00
9	P-154	Subbase Course (Furnished)	16,156	CuYd	\$34.00	\$549,304.00	\$36.00	\$581,616.00	\$50.00	\$807,800.00
10	P-154	Subbase Course (Recycled)	6,805	CuYd	\$12.00	\$81,660.00	\$11.00	\$74,855.00	\$22.00	\$149,710.00
11	P-154	Geotextile Separator Fabric	31,419	SqYd	\$2.25	\$70,692.75	\$1.50	\$47,128.50	\$2.50	\$78,547.50
12	P-154	Geogrid	6,000	SqYd	\$0.01	\$60.00	\$2.00	\$12,000.00	\$3.00	\$18,000.00
13	P-209	Crushed Aggregate Base Course	4,700	CuYd	\$41.00	\$192,700.00	\$43.00	\$202,100.00	\$80.00	\$376,000.00
14	P-401	Asphalt Base / Surface Course	9,785.0	Ton	\$74.00	\$724,090.00	\$79.00	\$773,015.00	\$70.00	\$684,950.00
15	P-401	Asphalt Binder (PG 64-34)	637.0	Ton	\$850.00	\$541,450.00	\$1,000.00	\$637,000.00	\$865.00	\$551,005.00
16	P-602	Emulsified Asphalt Prime Coat	37.0	Ton	\$550.00	\$20,350.00	\$600.00	\$22,200.00	\$550.00	\$20,350.00
17	P-603	Emulsified Asphalt Tack Coat	24.0	Ton	\$1,100.00	\$26,400.00	\$1,200.00	\$28,800.00	\$1,100.00	\$26,400.00
18	P-605	Route and Seal Joint	1,406	Ft	\$3.50	\$4,921.00	\$3.70	\$5,202.20	\$11.00	\$15,466.00
19	P-620	Pavement Marking Removal	2,024	SqFt	\$2.50	\$5,060.00	\$2.50	\$5,060.00	\$2.25	\$4,554.00
20	P-620	Pavement Marking (Yellow)	3,414	SqFt	\$1.75	\$5,974.50	\$1.90	\$6,486.60	\$1.75	\$5,974.50
21	P-620	Pavement Marking (Black)	5,862	SqFt	\$2.20	\$12,896.40	\$2.50	\$14,655.00	\$2.25	\$13,189.50
22	P-620	Pavement Marking (Red)	417	SqFt	\$2.50	\$1,042.50	\$2.50	\$1,042.50	\$2.25	\$938.25
23	P-620	Pavement Marking (White)	90	SqFt	\$2.00	\$180.00	\$1.90	\$171.00	\$1.75	\$157.50
24	P-620	Temporary Pavement Marking (Yellow)	3,414	SqFt	\$1.75	\$5,974.50	\$1.90	\$6,486.60	\$1.75	\$5,974.50
25	P-620	Temporary Pavement Marking (Black)	5,862	SqFt	\$2.70	\$15,827.40	\$3.20	\$18,758.40	\$2.75	\$16,120.50
26	P-620	Temporary Pavement Marking (Red)	417	SqFt	\$3.00	\$1,251.00	\$3.20	\$1,334.40	\$2.75	\$1,146.75
27	P-620	Temporary Pavement Marking (White)	90	SqFt	\$2.00	\$180.00	\$1.90	\$171.00	\$1.75	\$157.50
28	D-701	12" RCP (Class III)	24	Ft	\$63.00	\$1,512.00	\$75.00	\$1,800.00	\$120.00	\$2,880.00
29	D-701	12" RCP Flared End (Class III)	2	Each	\$850.00	\$1,700.00	\$950.00	\$1,900.00	\$800.00	\$1,600.00

**TAXIWAY IMPROVEMENTS  
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Bid Schedule A - Civil					J & J Earth Works, Inc. Milbank, SD		Basin Construction & Drain Tile, LLC Hayti, SD		Webster Scale, Inc. Webster, SD	
Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
30	D-701	18" RCP (Class III)	450	Ft	\$78.00	\$35,100.00	\$80.00	\$36,000.00	\$90.00	\$40,500.00
31	D-701	18" RCP Flared End (Class III)	6	Each	\$975.00	\$5,850.00	\$1,100.00	\$6,600.00	\$900.00	\$5,400.00
32	D-705	4" Perforated Underdrain Pipe	7,283	Ft	\$11.50	\$83,754.50	\$15.00	\$109,245.00	\$14.00	\$101,962.00
33	D-705	Underdrain Cleanout	22	Each	\$750.00	\$16,500.00	\$400.00	\$8,800.00	\$150.00	\$3,300.00
34	D-705	Connect Underdrain to Existing Underdrain	2	Each	\$150.00	\$300.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
35	D-705	Connect Underdrain to RCP	12	Each	\$925.00	\$11,100.00	\$600.00	\$7,200.00	\$500.00	\$6,000.00
36	T-901	Seeding and Fertilizing	20.0	Acre	\$1,300.00	\$26,000.00	\$1,700.00	\$34,000.00	\$1,075.00	\$21,500.00
37	T-905	Topsoil (Removed from Stockpile)	12,071	CuYd	\$4.50	\$54,319.50	\$4.50	\$54,319.50	\$3.75	\$45,266.25
38	T-908	Mulching	96,800	SqYd	\$0.64	\$61,952.00	\$0.20	\$19,360.00	\$0.50	\$48,400.00
39	TL-100	Field Laboratory, Type I	1	Each	\$1.00	\$1.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
40	Plans	Adjust Sanitary Sewer Manhole Elevation	2	Each	\$450.00	\$900.00	\$3,600.00	\$7,200.00	\$1,100.00	\$2,200.00
41	Plans	Stop Sign	1	Each	\$850.00	\$850.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
42	Plans	Storm Water Pollution Prevention Plan	1	L.S.	\$500.00	\$500.00	\$4,200.00	\$4,200.00	\$25,000.00	\$25,000.00
43	Plans	Culvert/Inlet Protection	9	Each	\$250.00	\$2,250.00	\$220.00	\$1,980.00	\$175.00	\$1,575.00
<b>Bid Schedule A Total</b>					<b>\$3,488,563.80</b>		<b>\$3,964,053.45</b>		<b>\$4,084,985.00</b>	

**TAXIWAY IMPROVEMENTS  
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**Bid Schedule B - Electrical**

					<b>J &amp; J Earth Works, Inc.</b>		<b>Basin Construction &amp; Drain Tile, LLC</b>		<b>Webster Scale, Inc.</b>	
					<b>Milbank, SD</b>		<b>Hayti, SD</b>		<b>Webster, SD</b>	
<b>Item #</b>	<b>Spec #</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
1	C-105	Mobilization (Max of 10% of Total Project Cost)	1	L.S.	\$65,000.00	\$65,000.00	\$26,000.00	\$26,000.00	\$60,000.00	\$60,000.00
2	01 51 26	Temporary Phasing Work, Electrical	1	L.S.	\$9,500.00	\$9,500.00	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00
3	L-108	1/C No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Conduit	15,248	Ft	\$1.60	\$24,396.80	\$1.75	\$26,684.00	\$1.75	\$26,684.00
4	L-108	1/C No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench or Plowed, Including Above Conduit, Connections, Terminations, & Ground Rods	9,917	Ft	\$3.70	\$36,692.90	\$4.25	\$42,147.25	\$4.00	\$39,668.00
5	L-110	Remove & Dispose of Existing Cable	10,423	Ft	\$0.35	\$3,648.05	\$0.30	\$3,126.90	\$0.35	\$3,648.05
6	L-110	Remove & Dispose of Existing Conduit	8,574	Ft	\$1.10	\$9,431.40	\$1.25	\$10,717.50	\$1.25	\$10,717.50
7	L-110	Trenching & Backfilling or Plowing for Conduit	11,903	Ft	\$4.60	\$54,753.80	\$5.50	\$65,466.50	\$5.00	\$59,515.00
8	L-110	Non-Encased, Electrical Conduit, 1-2 Inch, Type I, Sch. 40 PVC in Trench or SDR 13 HDPE Plowed	11,289	Ft	\$1.55	\$17,497.95	\$1.90	\$21,449.10	\$1.75	\$19,755.75
9	L-110	Sand-Encased, Electrical Conduit, 2-2 Inch, Type III, Sch. 80 PVC in Trench	372	Ft	\$13.00	\$4,836.00	\$14.50	\$5,394.00	\$14.00	\$5,208.00
10	L-110	Sand-Encased, Electrical Conduit, 3-2 Inch, Type III, Sch. 80 PVC in Trench	174	Ft	\$19.00	\$3,306.00	\$21.50	\$3,741.00	\$20.00	\$3,480.00
11	L-110	Sand-Encased, Electrical Conduit, 4-2 Inch, Type III, Sch. 80 PVC in Trench	115	Ft	\$24.00	\$2,760.00	\$27.00	\$3,105.00	\$25.00	\$2,875.00
12	L-110	Cable Markers	8	Each	\$210.00	\$1,680.00	\$220.00	\$1,760.00	\$200.00	\$1,600.00
13	L-115	Remove & Dispose of Existing Electrical Manhole	4	Each	\$400.00	\$1,600.00	\$450.00	\$1,800.00	\$440.00	\$1,760.00
14	L-115	L-867B (12"), Junction Box with Flat Blank Steel Cover	5	Each	\$930.00	\$4,650.00	\$1,100.00	\$5,500.00	\$1,000.00	\$5,000.00
15	L-125	Remove & Salvage Existing Taxiway Edge Light & Transformer; Remove & Dispose of Base Can & Concrete	87	Each	\$160.00	\$13,920.00	\$180.00	\$15,660.00	\$175.00	\$15,225.00
16	L-125	Remove & Salvage Existing Runway Edge In-Pavement Flush Light & Transformer; Base Can to Remain	1	Each	\$120.00	\$120.00	\$120.00	\$120.00	\$125.00	\$125.00
17	L-125	Remove & Salvage for Reinstallation Existing Runway Threshold Light & Transformers; Remove & Dispose of Base Can & Concrete	8	Each	\$175.00	\$1,400.00	\$200.00	\$1,600.00	\$200.00	\$1,600.00

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Bid Schedule B - Electrical					J & J Earth Works, Inc. Milbank, SD		Basin Construction & Drain Tile, LLC Hayti, SD		Webster Scale, Inc. Webster, SD	
Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
18	L-125	Remove & Salvage Existing Sign; Remove & Dispose of Concrete Pad & Junction Box	15	Each	\$165.00	\$2,475.00	\$200.00	\$3,000.00	\$200.00	\$3,000.00
19	L-125	Reinstall Existing Runway Threshold Light & Transformer on New L-867 Fixed Bottom Base Can w/ Adjustable Top Including Concrete	8	Each	\$2,020.00	\$16,160.00	\$2,350.00	\$18,800.00	\$2,200.00	\$17,600.00
20	L-125	L-861T, 30-Inch Elevated, Mode 1, LED, Medium Intensity Taxiway Light (MITL) w/ Artic Kit, Blue, Including Fixed Bottom Base Can w/ Adjustable Top, Including Concrete	1	Each	\$2,800.00	\$2,800.00	\$3,200.00	\$3,200.00	\$3,000.00	\$3,000.00
21	L-125	L-861T, 30-Inch Elevated, Mode 1, LED, Medium Intensity Taxiway Light (MITL) w/ Artic Kit, Blue, Including Base Can & Concrete	141	Each	\$1,380.00	\$194,580.00	\$1,650.00	\$232,650.00	\$1,500.00	\$211,500.00
22	L-125	L-862, 30-Inch Elevated, Mode 1 Quartz/Halogen, High Intensity Runway Light (HIRL), White/Yellow, Including Bolt Circle Conversion Adapter Ring	1	Each	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00
23	L-125	L-858Y (Directional), Size 2, Style 2 (LED), Class 2, Mode 2, 1 Module, Airfield Sign, w/ New Transformer, on Existing Concrete Sign Pad	2	Each	\$3,000.00	\$6,000.00	\$3,300.00	\$6,600.00	\$3,000.00	\$6,000.00
24	L-125	L-858Y (Directional), Size 2, Style 2 (LED), Class 2, Mode 2, 2 Module, Airfield Sign, Including Sign Pad & Junction Box	4	Each	\$5,900.00	\$23,600.00	\$7,000.00	\$28,000.00	\$6,200.00	\$24,800.00
25	L-125	L-858L/Y (Location/Directional), Size 2, Style 2 (LED), Class 2, Mode 2, 2 Module, Airfield Sign, Including Sign Pad & Junction Box	5	Each	\$5,900.00	\$29,500.00	\$7,000.00	\$35,000.00	\$6,200.00	\$31,000.00
26	L-125	L-858R/L (Mandatory/Location), Size 2, Style 2 (LED), Class 2, Mode 2, 2 Module, Airfield Sign, Including Sign Pad & Junction Box	1	Each	\$5,900.00	\$5,900.00	\$7,000.00	\$7,000.00	\$6,200.00	\$6,200.00
27	L-125	L-858Y (Destination), Size 2, Style 2 (LED), Class 2, Mode 2, 3 Module, Airfield Sign, Including Sign Pad & Junction Box	3	Each	\$7,400.00	\$22,200.00	\$8,000.00	\$24,000.00	\$7,500.00	\$22,500.00
28	L-125	L-858L/Y (Location/Directional), Size 2, Style 2 (LED), Class 2, Mode 2, 3 Module, Airfield Sign, Including Sign Pad & Junction Box	5	Each	\$6,900.00	\$34,500.00	\$8,000.00	\$40,000.00	\$7,500.00	\$37,500.00

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**Bid Schedule B - Electrical**

					<b>J &amp; J Earth Works, Inc.</b>		<b>Basin Construction &amp; Drain Tile, LLC</b>		<b>Webster Scale, Inc.</b>	
					<b>Milbank, SD</b>		<b>Hayti, SD</b>		<b>Webster, SD</b>	
<b>Item #</b>	<b>Spec #</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
29	L-125	L-858R/L (Mandatory/Location), Size 2, Style 2 (LED), Class 2, Mode 2, 3 Module, Airfield Sign, Including Sign Pad & Junction Box	1	Each	\$7,800.00	\$7,800.00	\$9,000.00	\$9,000.00	\$8,000.00	\$8,000.00
30	L-125	Sign #14, L-858Y (Directional) S1 & L-858R/L (Mandatory/Location) S2 Legend Replacement , Size 2, Style 2 (LED)	1	L.S.	\$400.00	\$400.00	\$400.00	\$400.00	\$375.00	\$375.00
31	L-125	Sign #26, L-858Y (Directional) S1 Legend Replacement, Size 2, Style 2 (LED)	1	L.S.	\$480.00	\$480.00	\$500.00	\$500.00	\$475.00	\$475.00
32	L-125	Sign #27, L-858R/L (Mandatory/Location) S1 Legend Replacement, Size 2, Style 2 (LED)	1	L.S.	\$480.00	\$480.00	\$500.00	\$500.00	\$475.00	\$475.00
33	L-125	Spare Parts	1	L.S.	\$5,700.00	\$5,700.00	\$6,300.00	\$6,300.00	\$5,750.00	\$5,750.00
34	34 43 26.19	Remove & Salvage Existing L-829 Constant Current Regulator	1	L.S.	\$450.00	\$450.00	\$480.00	\$480.00	\$500.00	\$500.00
35	34 43 26.19	L-829 Constant Current Regulator (CCR) w/ Monitoring Options, Class 1 (6.6A), Style 1 (3-Step), Size 10kW	1	Each	\$75,000.00	\$75,000.00	\$87,000.00	\$87,000.00	\$87,500.00	\$87,500.00
<b>Bid Schedule B Total</b>					<b>\$684,217.90</b>		<b>\$749,301.25</b>		<b>\$739,036.30</b>	

					<b>J &amp; J Earth Works, Inc.</b>		<b>Basin Construction &amp; Drain Tile, LLC</b>		<b>Webster Scale, Inc.</b>	
					<b>Milbank, SD</b>		<b>Hayti, SD</b>		<b>Webster, SD</b>	
<b>Bid Schedule A and Bid Schedule B Total</b>					<b>\$4,172,781.70</b>		<b>\$4,713,354.70</b>		<b>\$4,824,021.30</b>	

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**BID TABULATION**

**6/5/2025**

**Bid Schedule A - Civil**

					Midland Contracting, Inc.		Duininck, Inc.	
					Volga, SD		Prinsburg, MN	
Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
1	C-105	Mobilization (Max of 10% of Total Project Cost)	1	L.S.	\$402,980.00	\$402,980.00	\$570,000.00	\$570,000.00
2	C-100	Contractor Quality Control Plan	1	L.S.	\$238,000.00	\$238,000.00	\$50,000.00	\$50,000.00
3	S-100	Construction Safety Phasing Plan	1	L.S.	\$80,800.00	\$80,800.00	\$200,000.00	\$200,000.00
4	P-101	Concrete Pavement Removal (7.5" Nominal Depth)	8,071	SqYd	\$7.00	\$56,497.00	\$13.00	\$104,923.00
5	P-101	Asphalt Pavement/Base Removal (12" Nominal Depth)	20,383	SqYd	\$4.90	\$99,876.70	\$11.00	\$224,213.00
6	P-101	Cold Milling (2" Nominal Depth)	817	SqYd	\$8.00	\$6,536.00	\$9.00	\$7,353.00
7	P-152	Unclassified Excavation	43,328	CuYd	\$4.00	\$173,312.00	\$7.00	\$303,296.00
8	P-152	Borrow Excavation	5,247	CuYd	\$5.25	\$27,546.75	\$17.00	\$89,199.00
9	P-154	Subbase Course (Furnished)	16,156	CuYd	\$41.50	\$670,474.00	\$43.00	\$694,708.00
10	P-154	Subbase Course (Recycled)	6,805	CuYd	\$21.00	\$142,905.00	\$17.00	\$115,685.00
11	P-154	Geotextile Separator Fabric	31,419	SqYd	\$3.00	\$94,257.00	\$2.50	\$78,547.50
12	P-154	Geogrid	6,000	SqYd	\$4.00	\$24,000.00	\$4.00	\$24,000.00
13	P-209	Crushed Aggregate Base Course	4,700	CuYd	\$100.00	\$470,000.00	\$125.00	\$587,500.00
14	P-401	Asphalt Base / Surface Course	9,785.0	Ton	\$73.50	\$719,197.50	\$96.00	\$939,360.00
15	P-401	Asphalt Binder (PG 64-34)	637.0	Ton	\$920.00	\$586,040.00	\$700.00	\$445,900.00
16	P-602	Emulsified Asphalt Prime Coat	37.0	Ton	\$575.00	\$21,275.00	\$1,950.00	\$72,150.00
17	P-603	Emulsified Asphalt Tack Coat	24.0	Ton	\$1,150.00	\$27,600.00	\$1,425.00	\$34,200.00
18	P-605	Route and Seal Joint	1,406	Ft	\$10.00	\$14,060.00	\$10.00	\$14,060.00
19	P-620	Pavement Marking Removal	2,024	SqFt	\$2.20	\$4,452.80	\$2.00	\$4,048.00
20	P-620	Pavement Marking (Yellow)	3,414	SqFt	\$1.73	\$5,906.22	\$1.50	\$5,121.00
21	P-620	Pavement Marking (Black)	5,862	SqFt	\$2.20	\$12,896.40	\$2.00	\$11,724.00
22	P-620	Pavement Marking (Red)	417	SqFt	\$2.20	\$917.40	\$2.00	\$834.00
23	P-620	Pavement Marking (White)	90	SqFt	\$1.73	\$155.70	\$1.50	\$135.00
24	P-620	Temporary Pavement Marking (Yellow)	3,414	SqFt	\$1.73	\$5,906.22	\$1.50	\$5,121.00
25	P-620	Temporary Pavement Marking (Black)	5,862	SqFt	\$2.88	\$16,882.56	\$2.50	\$14,655.00
26	P-620	Temporary Pavement Marking (Red)	417	SqFt	\$2.88	\$1,200.96	\$2.50	\$1,042.50
27	P-620	Temporary Pavement Marking (White)	90	SqFt	\$1.73	\$155.70	\$1.50	\$135.00
28	D-701	12" RCP (Class III)	24	Ft	\$130.00	\$3,120.00	\$103.00	\$2,472.00
29	D-701	12" RCP Flared End (Class III)	2	Each	\$1,000.00	\$2,000.00	\$860.00	\$1,720.00

**TAXIWAY IMPROVEMENTS  
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BID TABULATION  
6/5/2025**

Bid Schedule A - Civil					Midland Contracting, Inc. Volga, SD		Duininck, Inc. Prinsburg, MN	
Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
30	D-701	18" RCP (Class III)	450	Ft	\$130.00	\$58,500.00	\$101.00	\$45,450.00
31	D-701	18" RCP Flared End (Class III)	6	Each	\$1,200.00	\$7,200.00	\$1,025.00	\$6,150.00
32	D-705	4" Perforated Underdrain Pipe	7,283	Ft	\$28.00	\$203,924.00	\$20.00	\$145,660.00
33	D-705	Underdrain Cleanout	22	Each	\$1,500.00	\$33,000.00	\$250.00	\$5,500.00
34	D-705	Connect Underdrain to Existing Underdrain	2	Each	\$500.00	\$1,000.00	\$126.00	\$252.00
35	D-705	Connect Underdrain to RCP	12	Each	\$500.00	\$6,000.00	\$705.00	\$8,460.00
36	T-901	Seeding and Fertilizing	20.0	Acre	\$610.00	\$12,200.00	\$1,000.00	\$20,000.00
37	T-905	Topsoil (Removed from Stockpile)	12,071	CuYd	\$3.00	\$36,213.00	\$15.00	\$181,065.00
38	T-908	Mulching	96,800	SqYd	\$0.75	\$72,600.00	\$0.45	\$43,560.00
39	TL-100	Field Laboratory, Type I	1	Each	\$7,500.00	\$7,500.00	\$17,000.00	\$17,000.00
40	Plans	Adjust Sanitary Sewer Manhole Elevation	2	Each	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00
41	Plans	Stop Sign	1	Each	\$1,000.00	\$1,000.00	\$750.00	\$750.00
42	Plans	Storm Water Pollution Prevention Plan	1	L.S.	\$5,000.00	\$5,000.00	\$21,500.00	\$21,500.00
43	Plans	Culvert/Inlet Protection	9	Each	\$200.00	\$1,800.00	\$150.00	\$1,350.00
<b>Bid Schedule A Total</b>					<b>\$4,357,887.91</b>		<b>\$5,101,199.00</b>	



**TAXIWAY IMPROVEMENTS  
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**BID TABULATION**

**6/5/2025**

**Bid Schedule B - Electrical**

					Midland Contracting, Inc.		Duininck, Inc.	
					Volga, SD		Prinsburg, MN	
Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
1	C-105	Mobilization (Max of 10% of Total Project Cost)	1	L.S.	\$45,000.00	\$45,000.00	\$25,300.00	\$25,300.00
2	01 51 26	Temporary Phasing Work, Electrical	1	L.S.	\$10,683.00	\$10,683.00	\$10,900.00	\$10,900.00
3	L-108	1/C No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Conduit	15,248	Ft	\$1.73	\$26,379.04	\$1.75	\$26,684.00
4	L-108	1/C No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench or Plowed, Including Above Conduit, Connections, Terminations, & Ground Rods	9,917	Ft	\$4.00	\$39,668.00	\$4.25	\$42,147.25
5	L-110	Remove & Dispose of Existing Cable	10,423	Ft	\$0.29	\$3,022.67	\$0.30	\$3,126.90
6	L-110	Remove & Dispose of Existing Conduit	8,574	Ft	\$1.15	\$9,860.10	\$1.20	\$10,288.80
7	L-110	Trenching & Backfilling or Plowing for Conduit	11,903	Ft	\$5.24	\$62,371.72	\$5.35	\$63,681.05
8	L-110	Non-Encased, Electrical Conduit, 1-2 Inch, Type I, Sch. 40 PVC in Trench or SDR 13 HDPE Plowed	11,289	Ft	\$1.73	\$19,529.97	\$1.75	\$19,755.75
9	L-110	Sand-Encased, Electrical Conduit, 2-2 Inch, Type III, Sch. 80 PVC in Trench	372	Ft	\$14.37	\$5,345.64	\$15.00	\$5,580.00
10	L-110	Sand-Encased, Electrical Conduit, 3-2 Inch, Type III, Sch. 80 PVC in Trench	174	Ft	\$20.70	\$3,601.80	\$21.00	\$3,654.00
11	L-110	Sand-Encased, Electrical Conduit, 4-2 Inch, Type III, Sch. 80 PVC in Trench	115	Ft	\$26.45	\$3,041.75	\$27.00	\$3,105.00
12	L-110	Cable Markers	8	Each	\$212.75	\$1,702.00	\$220.00	\$1,760.00
13	L-115	Remove & Dispose of Existing Electrical Manhole	4	Each	\$431.25	\$1,725.00	\$440.00	\$1,760.00
14	L-115	L-867B (12"), Junction Box with Flat Blank Steel Cover	5	Each	\$1,012.00	\$5,060.00	\$1,050.00	\$5,250.00
15	L-125	Remove & Salvage Existing Taxiway Edge Light & Transformer; Remove & Dispose of Base Can & Concrete	87	Each	\$172.50	\$15,007.50	\$175.00	\$15,225.00
16	L-125	Remove & Salvage Existing Runway Edge In-Pavement Flush Light & Transformer; Base Can to Remain	1	Each	\$110.00	\$110.00	\$120.00	\$120.00
17	L-125	Remove & Salvage for Reinstallation Existing Runway Threshold Light & Transformers; Remove & Dispose of Base Can & Concrete	8	Each	\$184.00	\$1,472.00	\$190.00	\$1,520.00

**TAXIWAY IMPROVEMENTS  
WATERTOWN REGIONAL AIRPORT  
WATERTOWN, SOUTH DAKOTA  
AIP #3-46-0058-047/048-2025  
A-9070  
BID TABULATION  
6/5/2025**

Bid Schedule B - Electrical					Midland Contracting, Inc. Volga, SD		Duininck, Inc. Prinsburg, MN	
Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
18	L-125	Remove & Salvage Existing Sign; Remove & Dispose of Concrete Pad & Junction Box	15	Each	\$184.00	\$2,760.00	\$190.00	\$2,850.00
19	L-125	Reinstall Existing Runway Threshold Light & Transformer on New L-867 Fixed Bottom Base Can w/ Adjustable Top Including Concrete	8	Each	\$2,250.00	\$18,000.00	\$2,300.00	\$18,400.00
20	L-125	L-861T, 30-Inch Elevated, Mode 1, LED, Medium Intensity Taxiway Light (MITL) w/ Artic Kit, Blue, Including Fixed Bottom Base Can w/ Adjustable Top, Including Concrete	1	Each	\$3,059.00	\$3,059.00	\$3,150.00	\$3,150.00
21	L-125	L-861T, 30-Inch Elevated, Mode 1, LED, Medium Intensity Taxiway Light (MITL) w/ Artic Kit, Blue, Including Base Can & Concrete	141	Each	\$1,550.00	\$218,550.00	\$1,600.00	\$225,600.00
22	L-125	L-862, 30-Inch Elevated, Mode 1 Quartz/Halogen, High Intensity Runway Light (HIRL), White/Yellow, Including Bolt Circle Conversion Adapter Ring	1	Each	\$1,000.00	\$1,000.00	\$1,050.00	\$1,050.00
23	L-125	L-858Y (Directional), Size 2, Style 2 (LED), Class 2, Mode 2, 1 Module, Airfield Sign, w/ New Transformer, on Existing Concrete Sign Pad	2	Each	\$3,220.00	\$6,440.00	\$3,300.00	\$6,600.00
24	L-125	L-858Y (Directional), Size 2, Style 2 (LED), Class 2, Mode 2, 2 Module, Airfield Sign, Including Sign Pad & Junction Box	4	Each	\$6,550.00	\$26,200.00	\$6,700.00	\$26,800.00
25	L-125	L-858L/Y (Location/Directional), Size 2, Style 2 (LED), Class 2, Mode 2, 2 Module, Airfield Sign, Including Sign Pad & Junction Box	5	Each	\$6,555.00	\$32,775.00	\$6,700.00	\$33,500.00
26	L-125	L-858R/L (Mandatory/Location), Size 2, Style 2 (LED), Class 2, Mode 2, 2 Module, Airfield Sign, Including Sign Pad & Junction Box	1	Each	\$6,500.00	\$6,500.00	\$6,650.00	\$6,650.00
27	L-125	L-858Y (Destination), Size 2, Style 2 (LED), Class 2, Mode 2, 3 Module, Airfield Sign, Including Sign Pad & Junction Box	3	Each	\$7,705.00	\$23,115.00	\$7,900.00	\$23,700.00
28	L-125	L-858L/Y (Location/Directional), Size 2, Style 2 (LED), Class 2, Mode 2, 3 Module, Airfield Sign, Including Sign Pad & Junction Box	5	Each	\$7,647.00	\$38,235.00	\$7,850.00	\$39,250.00

**TAXIWAY IMPROVEMENTS  
WATERTOWN REGIONAL AIRPORT  
WATERTOWN, SOUTH DAKOTA  
AIP #3-46-0058-047/048-2025**

**A-9070**

**BID TABULATION**

**6/5/2025**

**Bid Schedule B - Electrical**

					Midland Contracting, Inc. Volga, SD		Duininck, Inc. Prinsburg, MN	
Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
29	L-125	L-858R/L (Mandatory/Location), Size 2, Style 2 (LED), Class 2, Mode 2, 3 Module, Airfield Sign, Including Sign Pad & Junction Box	1	Each	\$8,533.00	\$8,533.00	\$8,750.00	\$8,750.00
30	L-125	Sign #14, L-858Y (Directional) S1 & L-858R/L (Mandatory/Location) S2 Legend Replacement , Size 2, Style 2 (LED)	1	L.S.	\$380.00	\$380.00	\$390.00	\$390.00
31	L-125	Sign #26, L-858Y (Directional) S1 Legend Replacement, Size 2, Style 2 (LED)	1	L.S.	\$483.00	\$483.00	\$495.00	\$495.00
32	L-125	Sign #27, L-858R/L (Mandatory/Location) S1 Legend Replacement, Size 2, Style 2 (LED)	1	L.S.	\$483.00	\$483.00	\$495.00	\$495.00
33	L-125	Spare Parts	1	L.S.	\$6,000.00	\$6,000.00	\$6,150.00	\$6,150.00
34	34 43 26.19	Remove & Salvage Existing L-829 Constant Current Regulator	1	L.S.	\$448.50	\$448.50	\$460.00	\$460.00
35	34 43 26.19	L-829 Constant Current Regulator (CCR) w/ Monitoring Options, Class 1 (6.6A), Style 1 (3-Step), Size 10kW	1	Each	\$82,500.00	\$82,500.00	\$77,200.00	\$77,200.00
<b>Bid Schedule B Total</b>					<b>\$729,041.69</b>		<b>\$721,347.75</b>	

					Midland Contracting, Inc. Volga, SD		Duininck, Inc. Prinsburg, MN	
<b>Bid Schedule A and Bid Schedule B Total</b>					<b>\$5,086,929.60</b>		<b>\$5,822,546.75</b>	

I HEREBY CERTIFY THAT THE FOREGOING IS AN ACCURATE REPRESENTATION AND TABULATION OF ALL BIDS RECEIVED AND THAT THE MATHEMATICS HAVE BEEN CHECKED AND IS TO THE BEST OF MY KNOWLEDGE CORRECT:

PROJECT ENGINEER: Michael A. Schmit DATE: 6-5-2025



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TAXIWAY IMPROVEMENTS  
WATERTOWN REGIONAL AIRPORT  
WATERTOWN, SOUTH DAKOTA  
AIP #3-46-0058-047/048-2025  
HELMS #A-9070  
REVISED ENGINEER'S ESTIMATE  
JUNE, 2025

Bid Schedule A - Civil

Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price
1	C-105	Mobilization (Max of 10% of Total Project Cost)	1	L.S.	\$225,000.00	\$225,000.00
2	C-100	Contractor Quality Control Plan	1	L.S.	\$170,000.00	\$170,000.00
3	S-100	Construction Safety Phasing Plan	1	L.S.	\$85,000.00	\$85,000.00
4	P-101	Concrete Pavement Removal (7.5" Nominal Depth)	8,071	SqYd	\$7.25	\$58,514.75
5	P-101	Asphalt Pavement/Base Removal (12" Nominal Depth)	20,383	SqYd	\$5.50	\$112,106.50
6	P-101	Cold Milling (2" Nominal Depth)	817	SqYd	\$4.00	\$3,268.00
7	P-152	Unclassified Excavation	43,328	CuYd	\$5.25	\$227,472.00
8	P-152	Borrow Excavation	5,247	CuYd	\$8.50	\$44,599.50
9	P-154	Subbase Course (Furnished)	16,156	CuYd	\$34.00	\$549,304.00
10	P-154	Subbase Course (Recycled)	6,805	CuYd	\$12.00	\$81,660.00
11	P-154	Geotextile Separator Fabric	31,419	SqYd	\$2.25	\$70,692.75
12	P-154	Geogrid	6,000	SqYd	\$0.01	\$60.00
13	P-209	Crushed Aggregate Base Course	4,700	CuYd	\$41.00	\$192,700.00
14	P-401	Asphalt Base / Surface Course	9,785.0	Ton	\$74.00	\$724,090.00
15	P-401	Asphalt Binder (PG 64-34)	637.0	Ton	\$850.00	\$541,450.00
16	P-602	Emulsified Asphalt Prime Coat	37.0	Ton	\$550.00	\$20,350.00
17	P-603	Emulsified Asphalt Tack Coat	24.0	Ton	\$1,100.00	\$26,400.00
18	P-605	Route and Seal Joint	1,406	Ft	\$3.50	\$4,921.00
19	P-620	Pavement Marking Removal	2,024	SqFt	\$2.50	\$5,060.00
20	P-620	Pavement Marking (Yellow)	3,414	SqFt	\$1.75	\$5,974.50
21	P-620	Pavement Marking (Black)	5,862	SqFt	\$2.20	\$12,896.40
22	P-620	Pavement Marking (Red)	417	SqFt	\$2.50	\$1,042.50
23	P-620	Pavement Marking (White)	90	SqFt	\$2.00	\$180.00
24	P-620	Temporary Pavement Marking (Yellow)	3,414	SqFt	\$1.75	\$5,974.50
25	P-620	Temporary Pavement Marking (Black)	5,862	SqFt	\$2.70	\$15,827.40
26	P-620	Temporary Pavement Marking (Red)	417	SqFt	\$3.00	\$1,251.00
27	P-620	Temporary Pavement Marking (White)	90	SqFt	\$2.00	\$180.00
28	D-701	12" RCP (Class III)	24	Ft	\$63.00	\$1,512.00
29	D-701	12" RCP Flared End (Class III)	2	Each	\$850.00	\$1,700.00
30	D-701	18" RCP (Class III)	450	Ft	\$78.00	\$35,100.00
31	D-701	18" RCP Flared End (Class III)	6	Each	\$975.00	\$5,850.00
32	D-705	4" Perforated Underdrain Pipe	7,283	Ft	\$11.50	\$83,754.50
33	D-705	Underdrain Cleanout	22	Each	\$750.00	\$16,500.00
34	D-705	Connect Underdrain to Existing Underdrain	2	Each	\$150.00	\$300.00
35	D-705	Connect Underdrain to RCP	12	Each	\$925.00	\$11,100.00
36	T-901	Seeding and Fertilizing	20.0	Acre	\$1,300.00	\$26,000.00
37	T-905	Topsoil (Removed from Stockpile)	12,071	CuYd	\$4.50	\$54,319.50
38	T-908	Mulching	96,800	SqYd	\$0.64	\$61,952.00
39	TL-100	Field Laboratory, Type I	1	Each	\$1.00	\$1.00
40	Plans	Adjust Sanitary Sewer Manhole Elevation	2	Each	\$450.00	\$900.00
41	Plans	Stop Sign	1	Each	\$850.00	\$850.00
42	Plans	Storm Water Pollution Prevention Plan	1	L.S.	\$500.00	\$500.00
43	Plans	Culvert/Inlet Protection	9	Each	\$250.00	\$2,250.00
Bid Schedule A Total						\$3,488,563.80



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WATERTOWN, SOUTH DAKOTA  
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HELMS #A-9070  
REVISED ENGINEER'S ESTIMATE  
JUNE, 2025

Bid Schedule B - Electrical

Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price
1	C-105	Mobilization (Max of 10% of Total Project Cost)	1	L.S.	\$65,000.00	\$65,000.00
2	01 51 26	Temporary Phasing Work, Electrical	1	L.S.	\$9,500.00	\$9,500.00
3	L-108	1/C No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Conduit	15,248	Ft	\$1.60	\$24,396.80
4	L-108	1/C No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench or Plowed, Including Above Conduit, Connections, Terminations, & Ground Rods	9,917	Ft	\$3.70	\$36,692.90
5	L-110	Remove & Dispose of Existing Cable	10,423	Ft	\$0.35	\$3,648.05
6	L-110	Remove & Dispose of Existing Conduit	8,574	Ft	\$1.10	\$9,431.40
7	L-110	Trenching & Backfilling or Plowing for Conduit	11,903	Ft	\$4.60	\$54,753.80
8	L-110	Non-Encased, Electrical Conduit, 1-2 Inch, Type I, Sch. 40 PVC in Trench or SDR 13 HDPE Plowed	11,289	Ft	\$1.55	\$17,497.95
9	L-110	Sand-Encased, Electrical Conduit, 2-2 Inch, Type III, Sch. 80 PVC in Trench	372	Ft	\$13.00	\$4,836.00
10	L-110	Sand-Encased, Electrical Conduit, 3-2 Inch, Type III, Sch. 80 PVC in Trench	174	Ft	\$19.00	\$3,306.00
11	L-110	Sand-Encased, Electrical Conduit, 4-2 Inch, Type III, Sch. 80 PVC in Trench	115	Ft	\$24.00	\$2,760.00
12	L-110	Cable Markers	8	Each	\$210.00	\$1,680.00
13	L-115	Remove & Dispose of Existing Electrical Manhole	4	Each	\$400.00	\$1,600.00
14	L-115	L-867B (12"), Junction Box with Flat Blank Steel Cover	5	Each	\$930.00	\$4,650.00
15	L-125	Remove & Salvage Existing Taxiway Edge Light & Transformer; Remove & Dispose of Base Can & Concrete	87	Each	\$160.00	\$13,920.00
16	L-125	Remove & Salvage Existing Runway Edge In-Pavement Flush Light & Transformer; Base Can to Remain	1	Each	\$120.00	\$120.00
17	L-125	Remove & Salvage for Reinstallation Existing Runway Threshold Light & Transformers; Remove & Dispose of Base Can & Concrete	8	Each	\$175.00	\$1,400.00
18	L-125	Remove & Salvage Existing Sign; Remove & Dispose of Concrete Pad & Junction Box	15	Each	\$165.00	\$2,475.00
19	L-125	Reinstall Existing Runway Threshold Light & Transformer on New L-867 Fixed Bottom Base Can w/ Adjustable Top Including Concrete	8	Each	\$2,020.00	\$16,160.00
20	L-125	L-861T, 30-Inch Elevated, Mode 1, LED, Medium Intensity Taxiway Light (MITL) w/ Artic Kit, Blue, Including Fixed Bottom Base Can w/ Adjustable Top, Including Concrete	1	Each	\$2,800.00	\$2,800.00
21	L-125	L-861T, 30-Inch Elevated, Mode 1, LED, Medium Intensity Taxiway Light (MITL) w/ Artic Kit, Blue, Including Base Can & Concrete	141	Each	\$1,380.00	\$194,580.00
22	L-125	L-862, 30-Inch Elevated, Mode 1 Quartz/Halogen, High Intensity Runway Light (HIRL), White/Yellow, Including Bolt Circle Conversion Adapter Ring	1	Each	\$1,000.00	\$1,000.00
23	L-125	L-858Y (Directional), Size 2, Style 2 (LED), Class 2, Mode 2, 1 Module, Airfield Sign, w/ New Transformer, on Existing Concrete Sign Pad	2	Each	\$3,000.00	\$6,000.00





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Bid Schedule B - Electrical

Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price
24	L-125	L-858Y (Directional), Size 2, Style 2 (LED), Class 2, Mode 2, 2 Module, Airfield Sign, Including Sign Pad & Junction Box	4	Each	\$5,900.00	\$23,600.00
25	L-125	L-858L/Y (Location/Directional), Size 2, Style 2 (LED), Class 2, Mode 2, 2 Module, Airfield Sign, Including Sign Pad & Junction Box	5	Each	\$5,900.00	\$29,500.00
26	L-125	L-858R/L (Mandatory/Location), Size 2, Style 2 (LED), Class 2, Mode 2, 2 Module, Airfield Sign, Including Sign Pad & Junction Box	1	Each	\$5,900.00	\$5,900.00
27	L-125	L-858Y (Destination), Size 2, Style 2 (LED), Class 2, Mode 2, 3 Module, Airfield Sign, Including Sign Pad & Junction Box	3	Each	\$7,400.00	\$22,200.00
28	L-125	L-858L/Y (Location/Directional), Size 2, Style 2 (LED), Class 2, Mode 2, 3 Module, Airfield Sign, Including Sign Pad & Junction Box	5	Each	\$6,900.00	\$34,500.00
29	L-125	L-858R/L (Mandatory/Location), Size 2, Style 2 (LED), Class 2, Mode 2, 3 Module, Airfield Sign, Including Sign Pad & Junction Box	1	Each	\$7,800.00	\$7,800.00
30	L-125	Sign #14, L-858Y (Directional) S1 & L-858R/L (Mandatory/Location) S2 Legend Replacement , Size 2, Style 2 (LED)	1	L.S.	\$400.00	\$400.00
31	L-125	Sign #26, L-858Y (Directional) S1 Legend Replacement, Size 2, Style 2 (LED)	1	L.S.	\$480.00	\$480.00
32	L-125	Sign #27, L-858R/L (Mandatory/Location) S1 Legend Replacement, Size 2, Style 2 (LED)	1	L.S.	\$480.00	\$480.00
33	L-125	Spare Parts	1	L.S.	\$5,700.00	\$5,700.00
34	34 43 26.19	Remove & Salvage Existing L-829 Constant Current Regulator	1	L.S.	\$450.00	\$450.00
35	34 43 26.19	L-829 Constant Current Regulator (CCR) w/ Monitoring Options, Class 1 (6.6A), Style 1 (3-Step), Size 10kW	1	Each	\$75,000.00	\$75,000.00
Bid Schedule B Total					\$684,217.90	
Bid Schedule A and Bid Schedule B Total					\$4,172,781.70	

Bidding & Negotiations	\$15,628.20
Construction Administration	\$127,290.51
Construction Engineering	\$369,115.36
Estimated Asphalt Testing	\$20,000.00
Estimated Passenger Traffic Busing	\$75,000.00
Estimated Administration	\$20,184.23
Estimated Total Project Cost	\$4,800,000.00



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2025 AIP Grant Summary

Bid Schedule A Construction Total	\$3,488,563.80
Estimated Passenger Traffic Bussing	\$75,000.00
Estimated Asphalt Testing	\$20,000.00
Estimated Administration	\$11,436.20
<b>Estimated Total Project</b>	<b>\$3,595,000.00</b>
Federal Share (95%)	\$3,415,250.00
State Share (2.5%)	\$89,875.00
Local Share (2.5%)	\$89,875.00

2025 AIG/IIJA Grant Summary

Bid Schedule B Construction Total	\$684,217.90
Engineering (Bidding & Negotiations, Construction Administration, Construction Engineering)	\$512,034.07
Estimated Administration	\$8,748.03
<b>Estimated Total Project</b>	<b>\$1,205,000.00</b>
Federal Share (95%)	\$1,144,750.00
State Share (2.5%)	\$30,125.00
Local Share (2.5%)	\$30,125.00



# City Council

## Agenda Item

**Subject:** Approval of a Bid Award for the 2025 Airport Improvements-SRE Roof Repair, Project No. 2521, to The Roofers and Restoration, in the Amount of \$439,531.21

**Meeting:** City Council - Jul 07 2025 - Incoming Council

**From:** Alan Stager, City Manager

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### **BACKGROUND INFORMATION:**

On June 25, 2025, three (3) bids were received for the 2025 Airport Improvements-SRE Roof Repair, Project No. 2521. The Roofers and Restoration of Hayti, SD had the low bid of \$439,531.21, which was 18% lower than the Engineer's Estimate of \$535,000.00.

This project consists of removing the existing roof and install new metal roof panels, trim, gutters, and snow cleats. The metal roof is over the Snow Removal (SRE) Building and has hail damage. Our Insurance Company has confirmed this damage and has issued \$505,283.00 for repairs.

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### **FINANCIAL CONSIDERATIONS:**

The funding for this project has been budgeted in the Airport Building Maintenance Fund, account 606-43500-42502, with an insurance claim amount of \$505,283.00 received. With approval of the bid at \$439,531.21, the project is within the budget.

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### **OVERSIGHT / PROJECT RESPONSIBILITY:**

Justin Petersen, City Engineer  
Ian Meriwether, Airport Manager  
Kraig Engen, Senior Project Manager

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### **STAFF RECOMMENDATION / SUGGESTED MOTION:**

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

I move to approve of a Bid Award for the 2025 Airport Improvements-SRE Roof Repair, Project No. 2521, to The Roofers and Restoration, in the Amount of \$439,531.21.

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### **ATTACHMENT(S):**

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







<div>Estimate of Quantities</div> <div>2025 Airport Improvements-SRE Roof Repair</div> <div>Project No. 2521</div> <div>City of Watertown, South Dakota</div>				<div>City of Watertown</div> <div>5/7/2025</div> <div>Ph: 605-882-6202</div> <div>Engineer Estimate</div>		<div>The Roofers &amp; Restoration</div> <div>1235 Kiner Court</div> <div>Hayti, SD 57241</div> <div>Ph: 605-881-9770</div>		<div>Ponderosa Builders</div> <div>19113 US HWY 85</div> <div>Belle Fourche, SD 57717</div> <div>Ph: 605-580-1964</div>		<div>Gray Construction Company</div> <div>180 2nd St. NE</div> <div>Watertown, SD 57201</div> <div>Ph: 605-886-3102</div>	
BID TABULATION											
ITEM	ITEM	ESTIMATED	ITEM	ITEM	ITEM	ITEM	ITEM	ITEM	ITEM	ITEM	ITEM
NO.	DESCRIPTION	QUANTITY	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	TOTAL
1	Mobilization	1	L.S. \$ 55,000.00	\$ 55,000.00	\$ 44,803.29	\$ 44,803.29	\$ 25,715.00	\$ 25,715.00	\$ 51,000.00	\$ 51,000.00	\$ 51,000.00
2	Remove Existing Roof Panels and Trim	1	L.S. \$ 100,000.00	\$ 100,000.00	\$ 12,621.01	\$ 12,621.01	\$ 155,410.00	\$ 155,410.00	\$ 118,000.00	\$ 118,000.00	\$ 118,000.00
3	Furnish & Install Roof Panels and Trim	1	L.S. \$ 380,000.00	\$ 380,000.00	\$ 382,106.91	\$ 382,106.91	\$ 362,625.00	\$ 362,625.00	\$ 557,000.00	\$ 557,000.00	\$ 557,000.00
Total of All Unit Price Bid Items				\$ 535,000.00	Total:	\$ 439,531.21	Total:	\$ 543,750.00	Total:	\$ 726,000.00	



# City Council

## Agenda Item

**Subject:** First Reading of Ordinance No. 25-08, a Revised Ordinance of the City of Watertown to Amend Ordinance Title 12

**Meeting:** City Council - Jul 07 2025 - Incoming Council

**From:** Alan Stager, City Manager

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### **BACKGROUND INFORMATION:**

The addition of Chapter 12.30 - Mobile Vendors, stems from many requests from the public regarding City required permits and licenses to sell food and/or goods in a public space. The current process is to issue a Materials on Street permit, which is intended for construction activities that affect the the City right-of-way. Staff believe the proposed changes will assist in providing guidance to vendors for what is required, allowed, and prohibited.

The changes to Section 12.02- Vocational Licenses is to allow for the transient merchant license to apply to food vendors and update older language, as well as to allow all vendors in the right-of-way with the issuance of a permit.

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### **FINANCIAL CONSIDERATIONS:**

N/A

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### **OVERSIGHT / PROJECT RESPONSIBILITY:**

Justin Petersen, City Engineer

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### **STAFF RECOMMENDATION / SUGGESTED MOTION:**

This is the first reading of Ordinance 25-08; no action required.

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### **ATTACHMENT(S):**

[Ord 25-08](#)

[Chapter 12.02 - Vocational Licenses](#)

[Chapter 12.30 - Mobile Vendor](#)

[Mobile Vendor Map - 2025](#)

## ORDINANCE NO. 25-08

### AN ORDINANCE AMENDING CHAPTER 12.02 VOCATIONAL LICENSES AND 12.30 MOBILE VENDORS OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN

**BE IT ORDAINED** by the City of Watertown, South Dakota, that Chapter 12.02 Vocational Licenses and 12.30 Mobile Vendors of the revised ordinances of the City of Watertown be amended as follows

#### Chapter 12.02 VOCATIONAL LICENSES

##### Section

- [12.0201 Annual Rates](#)
- [12.0202 Peddler's License Daily Rate](#)
- [12.0203 Transient Merchants](#)
- [12.0204 Use of Streets~~Not Occupy Street~~](#)
- [12.0205 Restrictions and Limitations on Peddling](#)
- [12.0206 Soliciting License](#)

##### **12.0203: TRANSIENT MERCHANTS**

Transient merchants shall pay a license fee established by resolution of the City Council. No transient merchant license shall be issued for a period of less than five (5) days. Any transient merchant licensed pursuant to this section shall conspicuously post such license at all times during the license term. Any person who shall bring any stock of food, goods, wares or merchandise into this City and shall engage in a temporary place, store or room from which to sell same or who shall engage in the sale of any stock of food, goods, wares or merchandise which is not intended to be replenished by purchase of new goods of its normal value or shall sell any food, goods, wares or merchandise from any stands, tents, trailers, booths wagon, wagons or other vehicles or motor vehicles on the streets ~~or from any railroad cars~~ or other temporary house, buildings or place shall be deemed a transient merchant. This section shall not apply to any person retailing any produce, goods, wares or merchandise which are raised or manufactured by him in the State of South Dakota, if such person, prior to the commencement of any such retailing shall file with the Finance Officer of this City his statement, under oath, showing that he is the owner of such produce, goods, wares or merchandise, that same were raised or manufactured by him in the State, including a statement as to the particular place of raising or manufacturing, and his post office address and place of residence. No such statement so filed shall be of any force or effect under the provisions of this chapter for more than six (6) months after the filing of same. The license fee set forth above in this section shall not apply to any person retailing any produce, goods, wares, or merchandise when such person is a charitable, fraternal, nonprofit or veteran's organization, or a representative member working on the organization's behalf. The license fee set forth above in this section shall not apply to any person engaged in the retail sale of Christmas trees. (511;C-193; E-368) (E-511-1) (98-9) (Ord 04-12; Rev 09-30-04) (Ord 10-27; Rev 11-12-10)

##### **12.0204: USE OF STREETS~~NOT OCCUPY STREET~~**

Nothing in this chapter shall be so construed as to permit any person, under the terms of the license granted therein, to occupy a stand upon any street, alley, marketplace or sidewalk or public building, with tables, benches, boxes or otherwise; nor shall any auctioneer sell or expose for sale any kind of property outside of the building or lots occupied by him for the purpose of his business, nor at the door of such building, nor in such manner as to attract or keep a crowd upon any street, alley or sidewalk within the limits of said City, without first obtaining a Mobile Vendor Permit, issued by the City Engineer's office. (522)

**Chapter 12.30**  
**MOBILE VENDORS**

**Section**

[\(back to Title contents\)](#)

<a href="#">12.3001</a>	<a href="#">Required</a>
<a href="#">12.3002</a>	<a href="#">Mobile Vending Permit Issuance and Fees</a>
<a href="#">12.3003</a>	<a href="#">Mobile Vendor Application</a>
<a href="#">12.3004</a>	<a href="#">Revocation</a>
<a href="#">12.3005</a>	<a href="#">Allowable Mobile Vending Locations</a>
<a href="#">12.3006</a>	<a href="#">Hours of Operation</a>
<a href="#">12.3007</a>	<a href="#">Health and Sanitation Requirements</a>
<a href="#">12.3008</a>	<a href="#">Performance Standards</a>
<a href="#">12.3009</a>	<a href="#">Parking</a>
<a href="#">12.3010</a>	<a href="#">ADA Access</a>
<a href="#">12.3011</a>	<a href="#">Litter Control</a>
<a href="#">12.3012</a>	<a href="#">Prohibited Conduct</a>
<a href="#">12.3013</a>	<a href="#">Liability and Insurance</a>
<a href="#">12.3014</a>	<a href="#">Penalty</a>
<a href="#">12.3015</a>	<a href="#">Definitions</a>

**12.3001: REQUIRED**

[\(back to Chapter contents\)](#)

It shall be unlawful for any person to engage in mobile vending as a mobile vendor on public property within this City without first obtaining all applicable state and city permits and licenses.

**12.3002: MOBILE VENDING LICENSE & PERMIT ISSUANCE AND FEE**

[\(back to Chapter contents\)](#)

- (a) Prior to any mobile vending permit being issued under the provisions of this subchapter, the applicant shall have all applicable state and city permits and licenses.
- (b) The primary person or operator is required to obtain a mobile vending permit for each event in which public property is utilized for doing business.
- (c) Permit will be in effect for the duration of the specific event or for the current year, expiring December, 31<sup>st</sup>.
- (d) Permit fees shall be as follows: \$25 per event (maximum \$100 per permit)

\$100 for Seasonal Downtown

**12.3003: MOBILE VENDOR APPLICATION**

[\(back to Chapter contents\)](#)

The application for a mobile vending permit required by the provisions of this ordinance shall contain:

1. The local and permanent address of the applicant;
2. The local and permanent address and the name of the entity, if any, that the applicant represents;
3. The event name(s), location, and date that the vendor wishes to operate;
4. City Transient License proof of purchase;
5. Verification of Liability and Insurance;
6. Documentation of signage other than signage on the side of a vehicle or incidental menus that are not placed outside of the vending location.

**12.3004: REVOCATION**

[\(back to Chapter contents\)](#)

Any permit issued under the provisions of this subchapter may be revoked for violation of any provision of this Code, state law, or city ordinance by the City of Watertown. Upon the revocation, the permit shall immediately be suspended. Upon proof of resolving the violation, the permit may be reinstated.

#### **12.3005: ALLOWABLE MOBILE VENDING LOCATIONS**

[\(back to Chapter contents\)](#)

With the Mobile Vendor Permit, any vendor with the seasonal downtown permit is authorized to set up in the Downtown District – See map on City Website.

The following locations will require additional approval from City staff;

- (a) Mobile vending is permitted on the public right-of-way or public property within or abutting commercial or industrial zoning districts to include C-1, C-2, C-3, C-L, C-L1, CL-2, I-1, BP, and PUD.
- (b) Mobile vendors may be located within residential districts within public right-of-way or private property if the following requirements are met:
  - a. A property being used for a single-family dwelling is not within 200' of the proposed location of the mobile vendor,
  - b. On-street parking within the neighborhood will not be impacted.

#### **12.3006: HOURS OF OPERATION**

[\(back to Chapter contents\)](#)

- (a) Mobile vendors are not allowed to operate in the public right-of-way between the hours of 12 a.m. and 7 a.m. from Monday through Thursday and between the hours of 2 a.m. and 7 a.m. from Friday through Sunday;
- (b) Hours of operation are not limited on private property.

#### **12.3007: HEALTH AND SANITATION REQUIREMENTS**

[\(back to Chapter contents\)](#)

Mobile vendors shall comply with the minimum public health and safety requirements as made and enforced by the South Dakota Department of Health, pursuant to SDCL 34-18.

#### **12.3008: PERFORMANCE STANDARDS**

[\(back to Chapter contents\)](#)

- (a) Any Mobile Vending Permit issued shall be conspicuously posted at all times during the permitted term.
- (b) Mobile vendors must be in conformance with § 21.64 Performance Standards within Title 21 Zoning.

#### **12.3009: PARKING**

The following requirements shall apply if the public right-of-way has not been closed through an applicable city permit:

- (a) If operating from the public right-of-way, mobile vendors shall only vend from legal parking spaces in the public right-of-way;
- (b) Under no circumstances shall parking in a handicap space be allowed;
- (c) Mobile Trucks must adhere to all parking requirements per § 19.04;
- (d) Parking of mobile trucks will be limited to 2 parallel parking spaces or 3 angled parking spaces;
- (e) Overnight parking of mobile trucks in the public right-of-way is prohibited Monday through Thursday unless approved by the City Engineer;
- (f) No parking in truck and trailer or boat parking spaces in any city park without written approval;
- (g) No mobile vendor shall operate with the serving window facing street traffic.

#### **12.3010: ADA ACCESS**

[\(back to Chapter contents\)](#)

- (a) All vendors must ensure that individuals with disabilities have comparable access to services offered. If existing designs cannot be modified to be accessible, the method of providing service must be modified.
- (b) All vendors must maintain a clear pedestrian path of at least five (5) feet at all times which must remain free of any obstructions that might hinder pedestrian passage and may not interfere with utilities or other facilities including telephone poles, fire hydrants, fire protection appurtenances, or signs located in the public right-of-way.

### **12.3011: LITTER CONTROL**

[\(back to Chapter contents\)](#)

Mobile vendors shall be responsible for providing one private trash bin for public use with capacity of no less than 30 gallons each and shall remove all litter within 25' of the mobile food truck. Litter shall be removed at the mobile vendor's expense and shall not be placed in an unauthorized private or city receptacle.

### **12.3012: PROHIBITED CONDUCT**

[\(back to Chapter contents\)](#)

No mobile vendor shall:

- (a) Vend in the public right-of-way directly in front of any main entrance to an adjacent business unless the business is owned by the applicant or has business owner approval.
- (b) Operate within a public park without first obtaining permission from the City of Watertown Parks, Recreation, and Forestry Department through an Occupy ROW/Public Park Permit.
- (c) Place any object that blocks the pedestrian pathway.
- (d) Offer tobacco or alcoholic beverages for sale without obtaining the proper license.
- (e) Erect tables and/or chairs to be used in conjunction with the operation of a mobile truck in the public right-of-way.
- (f) Operate in areas that the City Engineer has deemed off limits.
- (g) Remain parked in the same location for more than 3 consecutive days.

### **12.3013: LIABILITY AND INSURANCE**

[\(back to Chapter contents\)](#)

- (a) Before any mobile food vendor permit is granted, the applicant shall sign a statement holding harmless the City and shall indemnify the City, its officers, and employees, for any claims for damages to property or injury to persons, which may occur in connection with any activity carried on pursuant to any activities associated with mobile vending.
- (b) All applicants shall furnish and maintain a policy of insurance protecting the applicant and the City from all claims for damage to property or bodily injury, including death, which may arise from activities associated with mobile vending. The insurance policy shall list or endorse the City as additional insured and carry minimum liability limits of at least \$1,000,000 per occurrence. The endorsement shall provide that the policy shall not be terminated or canceled prior to the termination of the mobile vending permit without 30 days' written notice to the City.
- (c) Any permit for mobile vending shall be deemed void in the absence of a current insurance policy meeting the above criteria.

### **12.3014: PENALTY**

[\(back to Chapter contents\)](#)

- (a) Any person violating any provision of this chapter, for which no other penalty is provided, shall be subject to the penalty provisions of § 12.9901.
- (b) Failure to comply with the provisions of § 12.3001 through 12.3015 shall be a violation of this Code. Violations shall be issued and penalties assessed in accordance with §§ 7.2201 through 7.2206 of this Code.

### **12.3015: DEFINITIONS**

[\(back to Chapter contents\)](#)

For the purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**Applicant:** As used in this chapter means the primary person conducting sale or service of food, goods, wares or merchandise or the primary operator of a mobile vending truck.

Agenda Item 9.(a) First Reading of Ordinance No. 25-08, a Revised Ordina...

**Mobile Vending Truck:** A licensed and operable vehicle or concession trailer, which is enclosed and self-contained, independent with respect to water, sewer, and power utilities, that contains equipment for the preparation and sale or service of food, goods, wares or merchandise with or without charge which are designed for immediate consumption.

**Mobile Vending:** The act of preparation and sale or service of food, goods, wares or merchandise with or without charge that are designed for immediate consumption.

**Mobile Vendor:** As used in this chapter means any person or entity conducting the sale or service of food, goods, wares or merchandise with or without charge that are designed for immediate consumption in the public right-of-way or on private property.

**Operate:** Shall mean all activities associated with the conduct of mobile vending, including setup and takedown and/or actual hours where the mobile vending unit is open.

**Primary Operator:** The registered owner of a mobile vending truck or the owner's designated agent.

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. 25-08 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_\_ day of \_\_\_\_\_, 2025.

Kristen Bobzien, Chief Financial Officer

First Reading: July 7, 2025  
Second Reading: July 21, 2025  
Published: July 26, 2025  
Effective: August 15, 2025

City of Watertown

Attest:

\_\_\_\_\_  
Kristen Bobzien  
Chief Financial Officer

\_\_\_\_\_  
Reid Holien  
Mayor



## Chapter 12.02 VOCATIONAL LICENSES

### Section

<u>12.0201</u>	<u>Annual Rates</u>
<u>12.0202</u>	<u>Peddler's License Daily Rate</u>
<u>12.0203</u>	<u>Transient Merchants</u>
<u>12.0204</u>	<u>Use of Streets</u> <del>Not Occupy Street</del>
<u>12.0205</u>	<u>Restrictions and Limitations on Peddling</u>
<u>12.0206</u>	<u>Soliciting License</u>

### 12.0201: ANNUAL RATES

The yearly rate for licenses in said City are to be established by resolution of the City Council and are to be paid by every person engaged in or who shall engage in the respective callings, vocations and kind of business herein specified within said City:

Peddler (hereby defined as a person engaged in the selling of personal property by going about from place to place or house to house to sell the same and who carries with him said property for delivery at time of sale) (Ord 10-27; Rev 11-12-10)

### 12.0202: PEDDLER'S LICENSE DAILY RATE

A license fee established by resolution of the City Council shall be paid by any person engaged as a peddler prior to engaging in such activity. No license issued pursuant to this section shall be issued for a period of less than five (5) days. Any peddler licensed pursuant to this section shall be issued a photo identification badge which must be worn and displayed on the outside of all clothing so that it is clearly visible at all times while engaged in any peddling activity. (Ord 04-12; Rev 09-30-04) (Ord 10-10; Rev 06-11-10) (Ord 10-27; Rev 11-12-10)

### 12.0203: TRANSIENT MERCHANTS

Transient merchants shall pay a license fee established by resolution of the City Council. No transient merchant license shall be issued for a period of less than five (5) days. Any transient merchant licensed pursuant to this section shall conspicuously post such license at all times during the license term. Any person who shall bring any stock of food, goods, wares or merchandise into this City and shall engage in a temporary place, store or room from which to sell same or who shall engage in the sale of any stock of food, goods, wares or merchandise which is not intended to be replenished by purchase of new goods of its normal value or shall sell any food, goods, wares or merchandise from any stands, tents, trailers, booths wagon, wagons or other vehicles or motor vehicles on the streets ~~or from any railroad cars~~ or other temporary house, buildings or place shall be deemed a transient merchant. This section shall not apply to any person retailing any produce, goods, wares or merchandise which are raised or manufactured by him in the State of South Dakota, if such person, prior to the commencement of any such retailing shall file with the Finance Officer of this City his statement, under oath, showing that he is the owner of such produce, goods, wares or merchandise, that same were raised or manufactured by him in the State, including a statement as to the particular place of raising or manufacturing, and his post office address and place of residence. No such statement so filed shall be of any force or effect under the provisions of this chapter for more than six (6) months after the filing of same. The license fee set forth above in this section shall not apply to any person retailing any produce, goods, wares, or merchandise when such person is a charitable, fraternal, nonprofit or veteran's organization, or a representative member working on the organization's behalf. The license fee set forth above in this section shall not apply to any person engaged in the retail sale of Christmas trees. (511;C-193; E-368) (E-511-1) (98-9) (Ord 04-12; Rev 09-30-04) (Ord 10-27; Rev 11-12-10)

### 12.0204: USE OF STREETS~~NOT OCCUPY STREET~~

Nothing in this chapter shall be so construed as to permit any person, under the terms of the license granted therein, to occupy a stand upon any street, alley, marketplace or sidewalk or public building, with tables, benches, boxes or otherwise; nor shall any auctioneer sell or expose for sale any kind of property outside of the building or lots occupied by him for the purpose of his business, nor at the door of such building, nor in such manner as to attract or keep a crowd upon any street, alley or sidewalk within the limits of said City, without first obtaining a Mobile Vendor Permit, issued by the City Engineer's office. (522)

**12.0205. RESTRICTIONS AND LIMITATIONS ON PEDDLING**

No peddler, as that term is defined in Section 12.0201, shall approach any structure displaying a sign indicating “No Soliciting,” “No Peddling” or similar language indicating door-to-door sales are not welcome at that location. In addition, no peddler shall engage in any peddler activity prior to nine o’clock (9:00) a.m. or after five o’clock (5:00) p.m. Any violation of this section shall be punished pursuant to Section 12.9901. (Ord 10-10; Add 06-11-10)

**12.0206: SOLICITING LICENSE**

No person shall engage in “soliciting” as that term is defined in Section 13.0319(1) without first having obtained a license from the Watertown Police Department. Any license issued pursuant to this section is subject to the following terms and conditions:

1. Applicants shall complete an application at the Police Department during regular business hours.
2. Applicants must consent to a criminal background check and any applicant with an active arrest warrant or that has ever been convicted of a felony is ineligible to obtain a license.
3. Applicants must present a valid government issued identification card, showing their name, address and date of birth; which will be photocopied by the Police Department.
4. Successful applicants will be issued a license with their photograph and the license duration.
5. Licensees will be required to display the license on the outside of their clothing, by lanyard or clip, so it is plainly visible any time they are engaged in soliciting.
6. No license shall be issued for longer than five (5) days.
7. No person shall be issued more than twenty six (26) soliciting licenses per calendar year.
8. The fee for such license shall be established by Resolution of the City Council.
9. Any person soliciting without a license, or with an expired license, will be issued a criminal citation for violation of Section 12.0101.
10. Any person convicted of a violation of Section 12.0101 will be ineligible to apply for a new license for a period of one hundred eighty (180) days from the date of the conviction.
11. All licenses under this section shall be required to comply with all applicable laws and regulations.
12. Any licensee that is issued a criminal citation for violation of any ordinance, statute or other law or regulation while actively engaged in soliciting shall have their license immediately revoked and surrendered to the arresting officer.
13. Any licensee whose license is revoked for issuance of a criminal citation while actively engaged in soliciting may apply to the Chief of Police, or their designee, for license reinstatement.
14. Any denial of reinstatement may be appealed to the court of competent jurisdiction. (Ord 13-02; 02-15-13)

## **Chapter 12.30**

### **MOBILE VENDORS**

#### **Section**

[\(back to Title contents\)](#)

<a href="#">12.3001</a>	<a href="#">Required</a>
<a href="#">12.3002</a>	<a href="#">Mobile Vending Permit Issuance and Fees</a>
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<a href="#">12.3007</a>	<a href="#">Health and Sanitation Requirements</a>
<a href="#">12.3008</a>	<a href="#">Performance Standards</a>
<a href="#">12.3009</a>	<a href="#">Parking</a>
<a href="#">12.3010</a>	<a href="#">ADA Access</a>
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<a href="#">12.3013</a>	<a href="#">Liability and Insurance</a>
<a href="#">12.3014</a>	<a href="#">Penalty</a>
<a href="#">12.3015</a>	<a href="#">Definitions</a>

#### **12.3001: REQUIRED**

[\(back to Chapter contents\)](#)

It shall be unlawful for any person to engage in mobile vending as a mobile vendor on public property within this City without first obtaining all applicable state and city permits and licenses.

#### **12.3002: MOBILE VENDING LICENSE & PERMIT ISSUANCE AND FEE**

[\(back to Chapter contents\)](#)

[contents](#))

- (a) Prior to any mobile vending permit being issued under the provisions of this subchapter, the applicant shall have all applicable state and city permits and licenses.
- (b) The primary person or operator is required to obtain a mobile vending permit for each event in which public property is utilized for doing business.
- (c) Permit will be in effect for the duration of the specific event or for the current year, expiring December, 31<sup>st</sup>.
- (d) Permit fees shall be as follows: \$25 per event (maximum \$100 per permit)

\$100 for Seasonal Downtown

#### **12.3003: MOBILE VENDOR APPLICATION**

[\(back to Chapter contents\)](#)

The application for a mobile vending permit required by the provisions of this ordinance shall contain:

1. The local and permanent address of the applicant;
2. The local and permanent address and the name of the entity, if any, that the applicant represents;
3. The event name(s), location, and date that the vendor wishes to operate;
4. City Transient License proof of purchase;
5. Verification of Liability and Insurance;
6. Documentation of signage other than signage on the side of a vehicle or incidental menus that are not placed outside of the vending location.

#### **12.3004: REVOCATION**

[\(back to Chapter contents\)](#)

Any permit issued under the provisions of this subchapter may be revoked for violation of any provision of this Code, state law, or city ordinance by the City of Watertown. Upon the revocation, the permit shall immediately be suspended. Upon proof of resolving the violation, the permit may be reinstated.

#### **12.3005: ALLOWABLE MOBILE VENDING LOCATIONS**

[\(back to Chapter contents\)](#)

With the Mobile Vendor Permit, any vendor with the seasonal downtown permit is authorized to set up in the Downtown District – See map on City Website.

The following locations will require additional approval from City staff;

- (a) Mobile vending is permitted on the public right-of-way or public property within or abutting commercial or industrial zoning districts to include C-1, C-2, C-3, C-L, C-L1, CL-2, I-1, BP, and PUD.
- (b) Mobile vendors may be located within residential districts within public right-of-way or private property if the following requirements are met:
  - a. A property being used for a single-family dwelling is not within 200' of the proposed location of the mobile vendor,
  - b. On-street parking within the neighborhood will not be impacted.

#### **12.3006: HOURS OF OPERATION**

[\(back to Chapter contents\)](#)

- (a) Mobile vendors are not allowed to operate in the public right-of-way between the hours of 12 a.m. and 7 a.m. from Monday through Thursday and between the hours of 2 a.m. and 7 a.m. from Friday through Sunday;
- (b) Hours of operation are not limited on private property.

#### **12.3007: HEALTH AND SANITATION REQUIREMENTS**

[\(back to Chapter contents\)](#)

Mobile vendors shall comply with the minimum public health and safety requirements as made and enforced by the South Dakota Department of Health, pursuant to SDCL 34-18.

#### **12.3008: PERFORMANCE STANDARDS**

[\(back to Chapter contents\)](#)

- (a) Any Mobile Vending Permit issued shall be conspicuously posted at all times during the permitted term.
- (b) Mobile vendors must be in conformance with § 21.64 Performance Standards within Title 21 Zoning.

#### **12.3009: PARKING**

The following requirements shall apply if the public right-of-way has not been closed through an applicable city permit:

- (a) If operating from the public right-of-way, mobile vendors shall only vend from legal parking spaces in the public right-of-way;
- (b) Under no circumstances shall parking in a handicap space be allowed;
- (c) Mobile Trucks must adhere to all parking requirements per § 19.04;
- (d) Parking of mobile trucks will be limited to 2 parallel parking spaces or 3 angled parking spaces;
- (e) Overnight parking of mobile trucks in the public right-of-way is prohibited Monday through Thursday unless approved by the City Engineer;
- (f) No parking in truck and trailer or boat parking spaces in any city park without written approval;
- (g) No mobile vendor shall operate with the serving window facing street traffic.

**12.3010: ADA ACCESS**

[\(back to Chapter contents\)](#)

- (a) All vendors must ensure that individuals with disabilities have comparable access to services offered. If existing designs cannot be modified to be accessible, the method of providing service must be modified.
- (b) All vendors must maintain a clear pedestrian path of at least five (5) feet at all times which must remain free of any obstructions that might hinder pedestrian passage and may not interfere with utilities or other facilities including telephone poles, fire hydrants, fire protection appurtenances, or signs located in the public right-of-way.

**12.3011: LITTER CONTROL**

[\(back to Chapter contents\)](#)

Mobile vendors shall be responsible for providing one private trash bin for public use with capacity of no less than 30 gallons each and shall remove all litter within 25' of the mobile food truck. Litter shall be removed at the mobile vendor's expense and shall not be placed in an unauthorized private or city receptacle.

**12.3012: PROHIBITED CONDUCT**

[\(back to Chapter contents\)](#)

No mobile vendor shall:

- (a) Vend in the public right-of-way directly in front of any main entrance to an adjacent business unless the business is owned by the applicant or has business owner approval.
- (b) Operate within a public park without first obtaining permission from the City of Watertown Parks, Recreation, and Forestry Department through an Occupy ROW/Public Park Permit.
- (c) Place any object that blocks the pedestrian pathway.
- (d) Offer tobacco or alcoholic beverages for sale without obtaining the proper license.
- (e) Erect tables and/or chairs to be used in conjunction with the operation of a mobile truck in the public right-of-way.
- (f) Operate in areas that the City Engineer has deemed off limits.
- (g) Remain parked in the same location for more than 3 consecutive days.

**12.3013: LIABILITY AND INSURANCE**

[\(back to Chapter contents\)](#)

- (a) Before any mobile food vendor permit is granted, the applicant shall sign a statement holding harmless the City and shall indemnify the City, its officers, and employees, for any claims for damages to property or injury to persons, which may occur in connection with any activity carried on pursuant to any activities associated with mobile vending.
- (b) All applicants shall furnish and maintain a policy of insurance protecting the applicant and the City from all claims for damage to property or bodily injury, including death, which may arise from activities associated with mobile vending. The insurance policy shall list or endorse the City as additional insured and carry minimum liability limits of at least \$1,000,000 per occurrence. The endorsement shall provide that the policy shall not be terminated or canceled prior to the termination of the mobile vending permit without 30 days' written notice to the City.
- (c) Any permit for mobile vending shall be deemed void in the absence of a current insurance policy meeting the above criteria.

**12.3014: PENALTY**

[\(back to Chapter contents\)](#)

- (a) Any person violating any provision of this chapter, for which no other penalty is provided, shall be subject to the penalty provisions of § 12.9901.
- (b) Failure to comply with the provisions of § 12.3001 through 12.3015 shall be a violation of this Code. Violations shall be issued and penalties assessed in accordance with §§ 7.2201 through 7.2206 of this Code.

**12.3015: DEFINITIONS**

[\(back to Chapter contents\)](#)

For the purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**Applicant:** As used in this chapter means the primary person conducting sale or service of food, goods, wares or merchandise or the primary operator of a mobile vending truck.

**Mobile Vending Truck:** A licensed and operable vehicle or concession trailer, which is enclosed and self-contained, independent with respect to water, sewer, and power utilities, that contains equipment for the preparation and sale or service of food, goods, wares or merchandise with or without charge which are designed for immediate consumption.

**Mobile Vending:** The act of preparation and sale or service of food, goods, wares or merchandise with or without charge that are designed for immediate consumption.

**Mobile Vendor:** As used in this chapter means any person or entity conducting the sale or service of food, goods, wares or merchandise with or without charge that are designed for immediate consumption in the public right-of-way or on private property.

**Operate:** Shall mean all activities associated with the conduct of mobile vending, including setup and takedown and/or actual hours where the mobile vending unit is open.

**Primary Operator:** The registered owner of a mobile vending truck or the owner's designated agent.





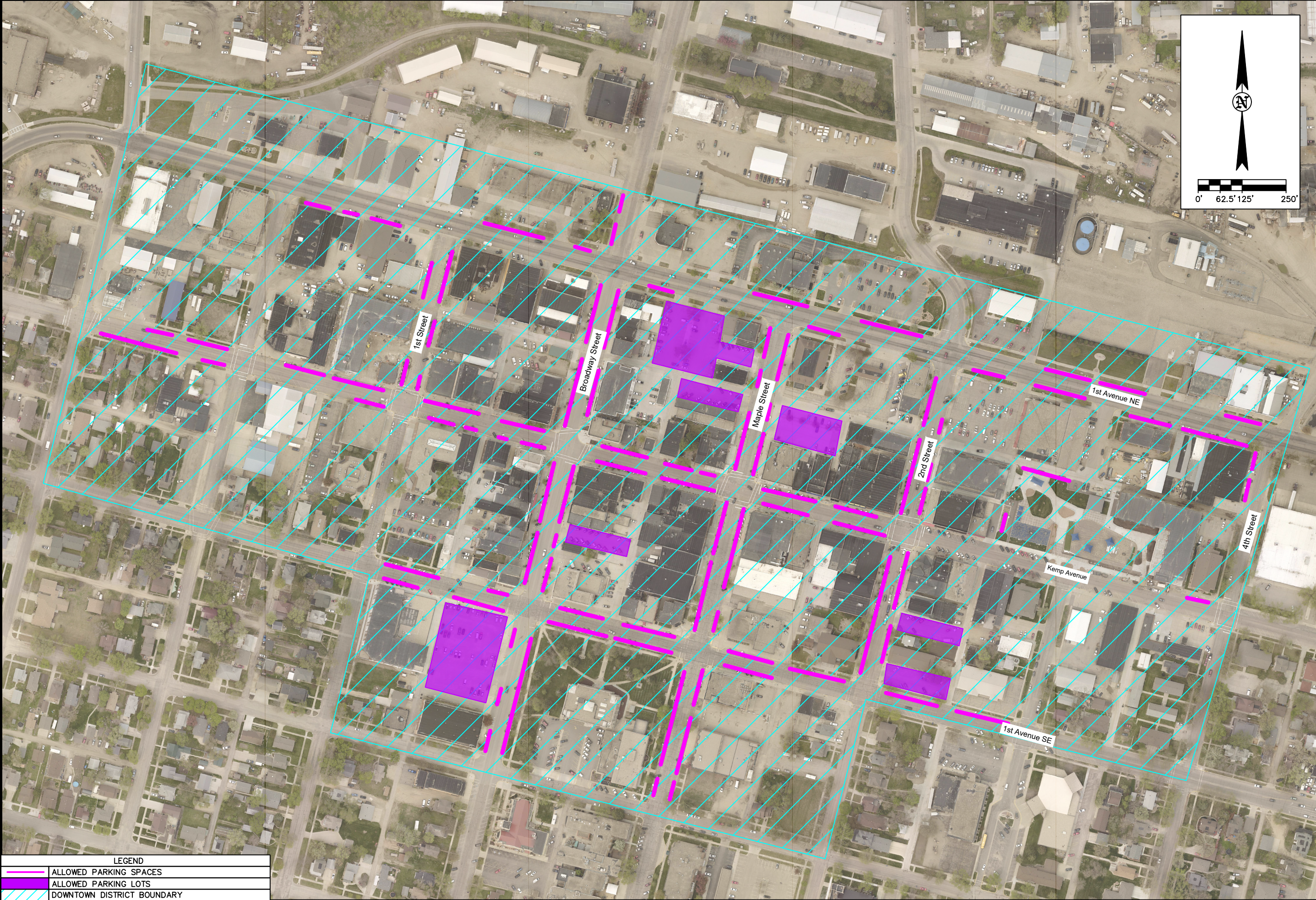
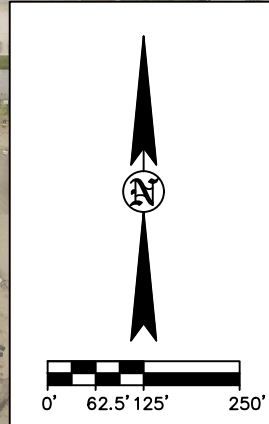
DOWNTOWN  
DISTRICT

MOBILE FOOD VENDOR  
ALLOWABLE PARKING

DATE:	03/24/2025	PROJECT NO:	XXXX
SCALE:	1"=250'	CRC	
DRAWN BY:		JP	
CHECKED BY:			

SHEET

1



LEGEND	
	ALLOWED PARKING SPACES
	ALLOWED PARKING LOTS
	DOWNTOWN DISTRICT BOUNDARY





# City Council

## Agenda Item

**Subject:** Application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License to DBE Willow Creek LLC, d/b/a Dakota Butcher Restaurants, 1923 Willow Creek Drive Suite 1 & 2, Suite 1 & 2 of Lot 1 Marvin Ed 2nd Addition

**Meeting:** City Council - Jul 07 2025 - Incoming Council

**From:** Kristen Bobzien, Chief Financial Officer

---

### **BACKGROUND INFORMATION:**

Dakota Butcher is applying for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License as the business is under new ownership. Fees have been paid and a Notice of Hearing has been published on June 28th, 2025.

The property is zoned C-3 Highway Commercial District and received conditional use approval from the Board of Adjustment for the sale, serving, and consumption of alcoholic beverages on October 6th, 2016. The conditional use has continuously run with the property since its approval and remains in effect.

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### **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 DBE Willow Creek LLC, d/b/a Dakota Butcher Restaurants, 1923 Willow Creek Drive Suite 1 & 2, Suite 1 & 2 of Lot 1 Marvin Ed 2nd Addition.

---

### **ATTACHMENT(S):**

[Dakota Butcher](#)

[1923 Willow Creek Drive Suite 1 and 2 - Zoning Verification Letter](#)

Agenda Item 10.(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

DBE Willow Creek LLC  
1923 Willow Creek Drive  
Watertown SD 57201

### B. Business Name and Address

Dakota Butcher Restaurants suite  
1923 Willow Creek Drive 1#2  
Watertown SD 57201

Owner's Telephone #: 605-520-6469

Business Telephone #: 605-520-6469

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

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

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.

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:

Suite 1 and 2 of Lot 1  
Marvin Ed 2nd Addition

Have you ever been convicted of a felony? ☐ Yes ☒ No

E. State Sales Tax Number 1042-4074-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 6/5/25 Print Name Rebecca Waldner Signature Rebecca Waldner

**H. APPROVAL OF LOCAL GOVERNING BODY** – Notice of hearing was published on 6/28/25. Public hearing on the application was held 7/7/25, 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 #1021 and 1023

Forwarded with application \$ 150.00 #1022

For Local Government Use

Transferred (State Use)

From: \_\_\_\_\_

Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

STATE LIQUOR AUTHORITY:

APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

(Seal) \_\_\_\_\_  
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable



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

Name of corporation/partnership/LP LLC DBE Willow Creek LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 1933 Willow Creek Drive

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>Rebecca Waldner</u>	<u>owner</u>	<u>711 1st Ave NE</u>	
<u>Tom Boldt</u>	<u>owner</u>	<u>711 1st Ave NE</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?

Foley & Foley

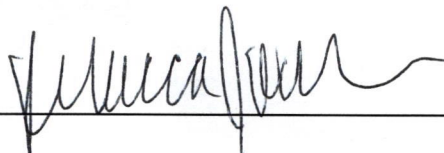
**With signature the applicant agrees to the following:**

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**



6/5/25



June 27, 2025

Prime Site Center, LLC  
RE: Dakota Butcher Restaurants  
1923 Willow Creek Drive  
Watertown, SD 57201

**Property Address:** 1923 Willow Creek Drive, Suites 1 & 2, Watertown, SD 57201

**Legal Description:** Lot 1 Marvined 2<sup>nd</sup> Addition to the Municipality of Watertown, Codington County, South Dakota

To Whom It May Concern:

The property described above is zoned C-3 Highway Commercial District and received conditional use approval from the Board of Adjustment for the sale, serving, and consumption of alcoholic beverages, pursuant to §21.2803(3), on October 6<sup>th</sup>, 2016. The conditional use has continuously run with the property since its approval and remains in effect.

Respectfully,

*Carla Heuer*

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

CC: Brandi Hanten, Community Development Manager  
Jennifer Collins, Records and Licensing Manager



# City Council

## Agenda Item

**Subject:** Application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License to Maria A. Rodriguez, d/b/a La Fiesta Snack, 101 N. Broadway, Lot 8 less W74' and Lots 11-12 less W74' Railroad Addn and Hanken and Haggar OL Less W74'

**Meeting:** City Council - Jul 07 2025 - Incoming Council

**From:** Kristen Bobzien, Chief Financial Officer

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### **BACKGROUND INFORMATION:**

Fees have been paid and a Notice of Hearing has been published on June 28th, 2025.

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.

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### **FINANCIAL CONSIDERATIONS:**

There are no major financial considerations for this item.

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### **STAFF RECOMMENDATION / SUGGESTED MOTION:**

I move to approve the application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License to Maria A. Rodriguez, d/b/a La Fiesta Snack, 101 N. Broadway, Lot 8 less W74' and Lots 11-12 less W74' Railroad Addn and Hanken and Haggar OL Less W74'.

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### **ATTACHMENT(S):**

[La Fiesta Snack](#)



Agenda Item 10.(b) Application for a New Retail (on-off sale) Malt Bever...

Date Received 6-5-25  
Date Issued \_\_\_\_\_

License No. \_\_\_\_\_

## Uniform Alcoholic Beverage License Application

### A. Owner Name and Address

Maria A. Rodriguez  
1806 16th Ave SE WYTERKEN SD

Owner's Telephone #: \_\_\_\_\_

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

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

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.

### B. Business Name and Address

La Fiesta Snack  
101 N. Broadway WYTERKEN SD

Business Telephone #: (605) 303-9441

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 Addn and Hanken and Haggard OL Less W74'

Have you ever been convicted of a felony? ☐ Yes ☒ No

E. State Sales Tax Number 1042-5197-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 6-5-25 Print Name Maria A. Rodriguez Signature Maria A. Rodriguez

**H. APPROVAL OF LOCAL GOVERNING BODY** - Notice of hearing was published on 6/28/25. Public hearing on the application was held 7/7/25, 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

Forwarded with application \$ 150.00

**For Local Government Use**

(Seal) \_\_\_\_\_  
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

**Transferred (State Use)**

From: \_\_\_\_\_

Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

**STATE LIQUOR AUTHORITY:**

**APPROVAL** \_\_\_\_\_ **REVIEW** \_\_\_\_\_

Please complete the reverse side if applicable



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

Name of corporation/partnership/LP LLC \_\_\_\_\_

Address of office and principal place of business of corporation/partnership/LP/LLC \_\_\_\_\_

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


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?

--

**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**

--	--



June 27, 2025

Maria A. Rodriguez  
1806 16<sup>th</sup> Avenue SE  
Watertown, SD 57201

DBA La Fiesta Snack

**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,

A handwritten signature in cursive script that reads "Brandi Hanten".

Brandi Hanten  
Community Development Manager  
City of Watertown

CC: Carla Heuer, Planner  
Jennifer Collins, Records and Licensing Manager  
Kristen Bobzien, Finance Officer  
Kim Stricherz, Finance Officer II



# City Council

## Agenda Item

**Subject:** Approval to allow a Communications Officer to live 1 mile outside the 15-mile residency restriction

**Meeting:** City Council - Jul 07 2025 - Incoming Council

**From:** Tim Toomey, Chief of Police

---

### **BACKGROUND INFORMATION:**

Resolution 20-25 requires essential personnel to live within 15 miles of Watertown. It further states, "Any Department Head seeking to allow an exception to this policy shall request such exception from the City Council on a case-by-case basis." A Communications Officer is requesting to purchase a house in Castlewood, SD, which is 16 miles from the airport terminal. I approve of the request and seek permission from the Mayor and City Council to allow the exception. The residency requirement map and Resolution 20-25 are attached

---

### **FINANCIAL CONSIDERATIONS:**

There are no financial considerations

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### **STAFF RECOMMENDATION / SUGGESTED MOTION:**

I move to approve the request to allow the communications officer to live approximately 1 mile beyond the 15-mile residency requirement.

---

### **ATTACHMENT(S):**

[Resolution No. 20-25](#)

[Residency Map Watertown 11-2015](#)

**RESOLUTION 20-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATERTOWN  
AMENDING THE PERSONNEL POLICY & PROCEDURE MANUAL TO REMOVE  
THE 35-MILE RESIDENCY REQUIREMENT AND CLARIFY THE CATEGORIES OF  
EMPLOYEES SUBJECT TO THE 15-MILE RESIDENCY REQUIREMENT**

**WHEREAS** the City of Watertown desires to remove the 35-mile residency requirement for City employees in order to allow departments more flexibility to hire and retain critical employees; and

**WHEREAS** the City of Watertown acknowledges that certain employees are required to reside closer to the City in order to fully perform their job function; and

**WHEREAS** the City of Watertown desires to amend the City's Personnel Policy & Procedure Manual to reflect the lifting of the 35-mile residency requirement for employees and to provide more specificity regarding the categories of employees who are required to reside within 15 miles of the City;

**NOW, THEREFORE, BE IT RESOLVED** that Section 4.01 C. of the City of Watertown Personnel Policy & Procedure Manual is hereby deleted and replaced with the following:

The following categories of employees shall be required to reside within 15 miles of the Watertown Regional Airport terminal:

- All Airport Division Staff
- All Fire Rescue Department Staff
- All Information Technology (IT) Department Staff
- All Police Department Staff
- Street Division Operators and Foremen
- Wastewater Division Plant Operators and Collections Staff

New employees in the above categories shall be allowed up to six (6) months to obtain the appropriate residence. Any Department Head seeking to allow an exception to this policy shall request such exception from the City Council on a case-by-case basis.

The residency requirement applies to all existing full-time and new full-time employees of the City of Watertown. Existing employees who were not previously subject to the 15-mile residency requirement, and are currently unable to meet such requirement, are exempt from this policy. Any employee in violation of this policy may be subject to immediate termination.

**BE IT FURTHER RESOLVED** that the foregoing policy shall remain in effect until superseding action regarding the subject matter of this policy is taken by the City Council. It is the present intention of the City Council that this policy be incorporated into the City's Personnel Policy & Procedure Manual upon the next revision and readoption of the Manual.

Dated at Watertown, South Dakota this \_\_\_\_ day of May, 2020.

CITY OF WATERTOWN

ATTEST

\_\_\_\_\_  
Kristen Bobzien  
Finance Officer

\_\_\_\_\_  
Sarah Caron, PE, CFM  
Mayor

The above and foregoing resolution was moved for adoption by Alderperson \_\_\_\_\_,  
Seconded by Alderperson \_\_\_\_\_, and upon voice vote motion carried, whereupon the  
Mayor declared the resolution to be duly passed and adopted.

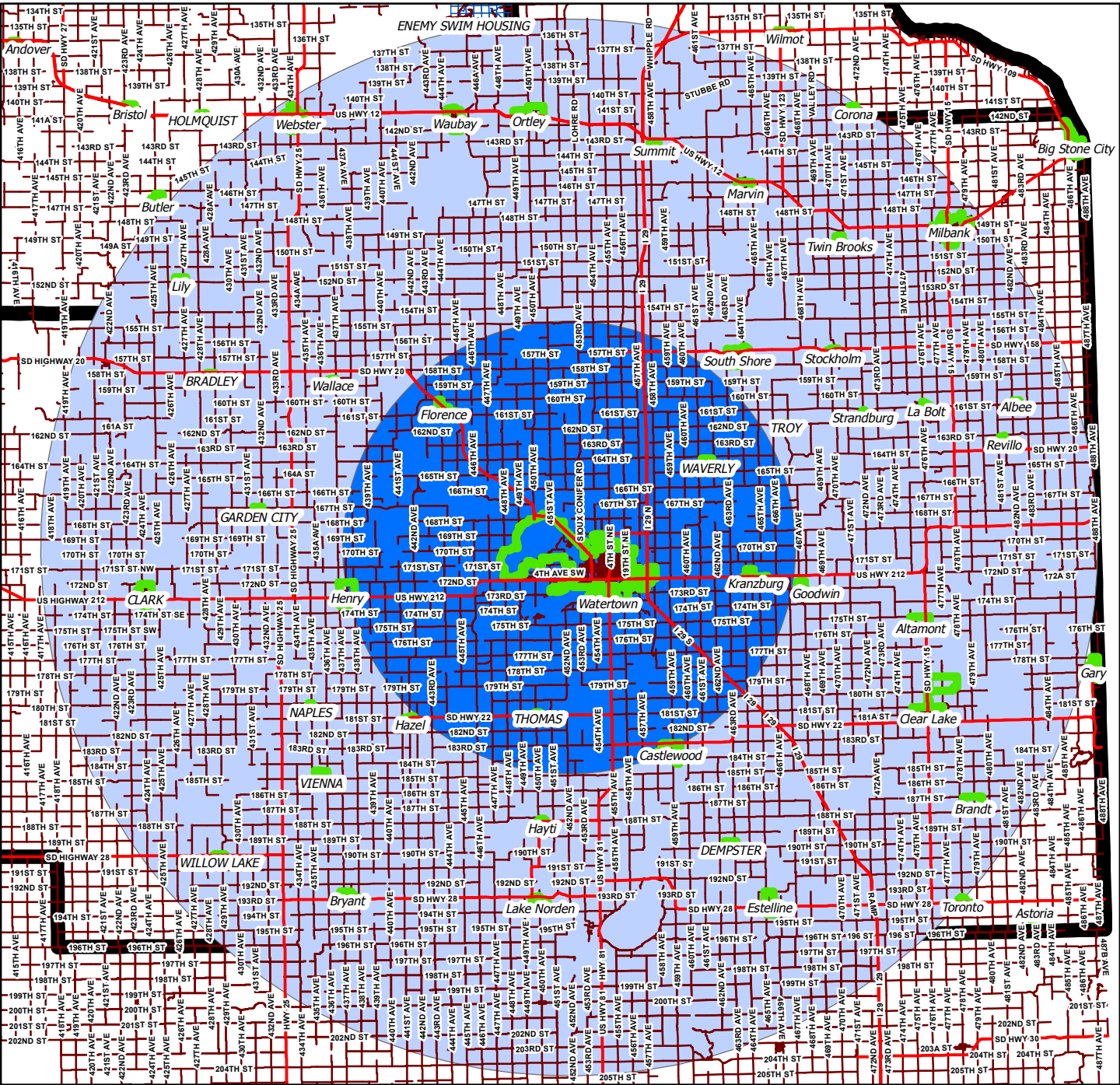
I hereby certify that Resolution 20-25 was published in the Watertown Public Opinion, the  
official newspaper of the City, on the \_\_\_\_ day of May, 2020.

Kristen Bobzien



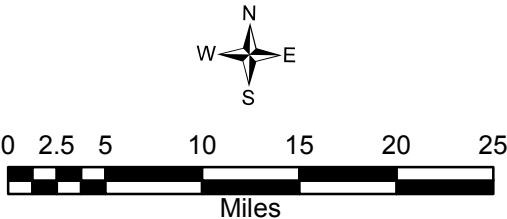
# City of Watertown

## 15 and 35 Mile Residence Area



**Legend**

- 15 Mile Area
- 35 Mile Area





# City Council

## Agenda Item

**Subject:** Approval of a Budget Supplement in the amount of \$93,457.17 to renew the Axon contract for a term of 10 years with a 5-year option for consideration

**Meeting:** City Council - Jul 07 2025 - Incoming Council

**From:** Alan Stager, City Manager

---

### **BACKGROUND INFORMATION:**

See attached justification

---

### **FINANCIAL CONSIDERATIONS:**

10-year contract totaling \$1,092,080.43

---

### **STAFF RECOMMENDATION / SUGGESTED MOTION:**

I move to approve the Budget Supplement in the amount of \$93,457.17 to renew the Axon contract for a term of 10 years, totaling \$1,092,080.43

---

### **ATTACHMENT(S):**

[2025 Justification](#)

[10Y WATERTOWN](#)

[5Y WATERTOWN](#)



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## **Budget Justification for Renewal of Axon Contract**

### **Watertown Police Department Request for 2025 Budget Supplement**

The Watertown Police Department respectfully requests City Council approval to renew our comprehensive contract with Axon, a global leader in public safety technology. This renewal ensures uninterrupted access to the critical tools and services that support officer safety, transparency, accountability, and operational efficiency.

---

### **Contract Overview**

For the past ten years, the department has relied on Axon products and services, which include:

- Unlimited digital evidence storage
- Secure evidence-sharing platform for prosecutors, law enforcement partners, and community members
- Body-worn and fleet vehicle cameras
- TASER non-lethal devices
- Automatic License Plate Reader (ALPR) services (now included at no additional cost)

Previously, these services were negotiated under separate contracts, leading to inconsistent timelines and accounting complexity. We have now consolidated all components into a bundled 10-year contract totaling \$1,092,080.43, which ensures continuity, improved service management, and long-term cost efficiency.

---

### **Budget Implications**

The 10-year contract has been structured to frontload necessary upgrades and integration in the early years, resulting in the following cost schedule:

- 2025: \$77,866.71
  - Requires a 2025 budget supplement of \$93,457.17
- 2026–2034: \$110,958.14 annually

We respectfully request City Council approval for a 2025 budget supplement in the amount of \$93,457.17 to fulfill the first year's payment obligation under the new agreement.



---

### **Alternative 5-Year Contract Option**

While the 10-year agreement is recommended for long-term value and cost stability, a 5-year contract option is also available. This option totals \$545,614.56 and includes the following cost structure:

- 2025: \$76,328.57
  - Requires a 2025 budget supplement of \$54,045.24
- 2026–2029: \$122,282.33 annually

While offering a shorter commitment, the 5-year plan comes with a higher annual cost and does not include the same long-term pricing protection or added services, such as ALPR technology at no extra charge. It is presented here for comparison and consideration.

---

## **Justification for Renewal**

### **1. Digital Evidence Management**

Axon's Evidence.com platform provides secure, cloud-based, unlimited storage that ensures the integrity, accessibility, and chain of custody for all digital evidence. This system allows the department to seamlessly share video, photos, and case files with the State's Attorney's Office, partner agencies, and members of the public when appropriate.

### **2. Body-Worn and Fleet Cameras**

Body-worn and fleet-mounted cameras are essential for transparency, officer accountability, and public confidence. Since deployment, we've observed a significant decrease in complaints against officers. These systems provide objective documentation that aids in investigations, reduces liability, and enhances training.

### **3. TASER Devices**

TASERs offer a proven non-lethal option to de-escalate dangerous situations and reduce the likelihood of injury to officers and subjects. Axon's TASERs are under warranty and refreshed every 5 years, ensuring consistent performance and reliability in high-stakes encounters.

### **4. ALPR Services (Automatic License Plate Readers)**

The inclusion of ALPR services at no additional cost is a major value add. ALPR systems are effective tools for locating stolen vehicles, identifying suspects, and responding quickly to



AMBER alerts and BOLOs. They serve as a force multiplier that enhances officer awareness and response capabilities.

## **5. Equipment Refresh and Warranty**

All major equipment—cameras and TASERs—are covered under warranty and replaced on a 2.5-year or 5-year cycle, ensuring the department uses the most current, safe, and effective technology without incurring unexpected expenses.

---

## **Cost Efficiency and Strategic Planning**

The total previous five-year cost was \$389,333.55, with annual payments of \$77,866.71. Under this new agreement, we've negotiated a 10-year nonbinding contract at \$1,092,080.43, locking in long-term savings while enhancing service levels. Bundling services simplifies budgeting and contract management, while protecting the city from future cost increases due to inflation. Both the 5-year and 10-year renewals calculate to just over 40% increase.

---

## **Conclusion and Request**

The Axon contract renewal will provide the Watertown Police Department with proven, reliable, and modern technology critical to our public safety mission. It will:

- Maintain transparency and public trust
- Protect officers and reduce liability
- Enhance investigative efficiency
- Provide unmatched digital evidence management
- Improve cost forecasting and long-term budgeting

We respectfully request City Council approval of the 10-year contract and a 2025 budget supplement in the amount of \$93,457.17 to cover the increased first-year cost. This investment ensures continued access to the tools our officers and community depend on.

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-708846-45831KP

Issued: 06/23/2025

Quote Expiration: 07/08/2025

Estimated Contract Start Date: 10/15/2025

Account Number: 305835

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Watertown Police Department - SD 128 N Maple Watertown, SD 57201-2557 USA	Watertown Police Department - SD 128 N Maple Watertown SD 57201-2557 USA Email: 46-6000515

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Pirehpour Phone: Email: kpirehpour@axon.com Fax:	Kirk Ellis Phone: (605) 882-5237 Email: kellis@watertownpd.com Fax: (605) 882-6216

Quote Summary

Program Length	120 Months
TOTAL COST	\$1,092,080.43
ESTIMATED TOTAL W/ TAX	\$1,092,080.43

Discount Summary

Average Savings Per Year	\$48,604.80
TOTAL SAVINGS	\$486,047.97

Agenda Item 11.(b) Approval of a Budget Supplement in the amount of \$93,...



Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	\$48,964.66	\$0.00	\$48,964.66
Jan 2026	\$44,492.51	\$0.00	\$44,492.51
Sep 2026	\$110,958.14	\$0.00	\$110,958.14
Sep 2027	\$110,958.14	\$0.00	\$110,958.14
Sep 2028	\$110,958.14	\$0.00	\$110,958.14
Sep 2029	\$110,958.14	\$0.00	\$110,958.14
Sep 2030	\$110,958.14	\$0.00	\$110,958.14
Sep 2031	\$110,958.14	\$0.00	\$110,958.14
Sep 2032	\$110,958.14	\$0.00	\$110,958.14
Sep 2033	\$110,958.14	\$0.00	\$110,958.14
Sep 2034	\$110,958.14	\$0.00	\$110,958.14
Total	\$1,092,080.43	\$0.00	\$1,092,080.43

Agenda Item 1.1.(b) Approval of a Budget Supplement in the amount of \$93,...

Quote Unbundled Price:	\$1,573,980.08
Quote List Price:	\$1,326,526.28
Quote Subtotal:	\$1,092,080.43

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$19,687.64)	(\$19,687.64)	\$0.00	(\$19,687.64)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$37,787.72	\$37,787.72	\$0.00	\$37,787.72
C00025	BUNDLE - TASER 10 CERTIFICATION STANDARD 10YR	34	120	\$121.02	\$96.05	\$92.72	\$378,297.60	\$0.00	\$378,297.60
BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	34	120	\$143.03	\$110.46	\$100.00	\$407,998.07	\$0.00	\$407,998.07
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	60	\$148.56	\$139.74	\$139.74	\$108,997.20	\$0.00	\$108,997.20
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	60	\$147.19	\$139.74	\$140.79	\$109,814.68	\$0.00	\$109,814.68
A la Carte Hardware									
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13			\$249.00	\$249.00	\$3,237.00	\$0.00	\$3,237.00
71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13			\$249.00	\$249.00	\$3,237.00	\$0.00	\$3,237.00
100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13			\$1,449.00	\$1,449.00	\$18,837.00	\$0.00	\$18,837.00
100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13			\$1,449.00	\$1,449.00	\$18,837.00	\$0.00	\$18,837.00
H00001	AB4 Camera Bundle	2			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	120		\$2,639.19	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	34			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	5			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	120		\$71.49	\$0.00	\$0.00	\$0.00	\$0.00
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	120		\$6.06	\$6.06	\$24,724.80	\$0.00	\$24,724.80
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,092,080.43	\$0.00	\$1,092,080.43

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	1	09/01/2025
A la Carte	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	1	09/01/2025
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	1	09/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK	1	1	09/15/2025

# Non-Binding Budgetary Estimate

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		RAPIDLOCK			
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	34	1	09/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	09/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	3	1	09/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	38	1	09/15/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	38	1	09/15/2025
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	38	1	09/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	5	1	09/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	09/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100126	AXON VR - TACTICAL BAG	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	34	2	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	510	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100591	AXON TASER - CLEANING KIT	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	34	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100748	AXON VR - CONTROLLER - TASER 10	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	34	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	34	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	09/15/2025
TASER 10 A-LA-CARTE Hardware Kit	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	09/15/2025
TASER 10 A-LA-CARTE Hardware Kit	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	2	1	09/15/2025
TASER 10 A-LA-CARTE Hardware Kit	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	09/15/2025
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	09/15/2026
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	09/15/2027
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	03/15/2028
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	03/15/2028
BWC Unlimited with TAP 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	35	1	03/15/2028
BWC Unlimited with TAP 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	5	1	03/15/2028
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	09/15/2028
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	09/15/2029

## Non-Binding Budgetary Estimate

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic + TAP Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	13	1	09/01/2030
A la Carte	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	1	09/01/2030
A la Carte	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	1	09/01/2030
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	1	1	09/15/2030
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	09/15/2030
BWC Unlimited with TAP 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	35	1	09/15/2030
BWC Unlimited with TAP 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	5	1	09/15/2030
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	34	1	03/15/2031
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	1	1	03/15/2033
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	1	1	03/15/2033
BWC Unlimited with TAP 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	35	1	03/15/2033
BWC Unlimited with TAP 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	5	1	03/15/2033
Fleet 3 Basic + TAP Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	13	1	09/01/2035
BWC Unlimited with TAP 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	35	1	09/15/2035
BWC Unlimited with TAP 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	5	1	09/15/2035

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	34	10/15/2025	10/14/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101703	AXON VR - USER ACCESS - TASER SKILLS	34	10/15/2025	10/14/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	34	10/15/2025	10/14/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/15/2025	10/14/2035
BWC Unlimited with TAP 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	34	10/15/2025	10/14/2035
BWC Unlimited with TAP 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	34	10/15/2025	10/14/2035
Fleet 3 Basic + TAP Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	10/15/2025	10/14/2030
Fleet 3 Basic + TAP Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	10/15/2025	10/14/2030
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	10/15/2025	10/14/2035
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	10/15/2025	10/14/2035
Fleet 3 Basic + TAP Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	10/01/2030	10/14/2035
Fleet 3 Basic + TAP Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	10/01/2030	10/14/2035

### Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	34
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
Fleet 3 Basic + TAP Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	13
Fleet 3 Basic + TAP Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	13
A la Carte	101186	AXON VR - PSO - VIRTUAL	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	13	09/01/2026	10/14/2030
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	1	09/15/2026	10/14/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	34	09/15/2026	10/14/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	09/15/2026	10/14/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	09/15/2026	10/14/2035
BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	09/15/2026	10/14/2035

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	34	09/15/2026	10/14/2035
BUNDLE - TASER 10 CERTIFICATION STANDARD 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	09/15/2026	10/14/2035
BUNDLE - TASER 10 CERTIFICATION STANDARD 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	09/15/2026	10/14/2035
BWC Unlimited with TAP 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	1	09/15/2026	10/14/2035
BWC Unlimited with TAP 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	34	09/15/2026	10/14/2035
BWC Unlimited with TAP 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	09/15/2026	10/14/2035
TASER 10 A-LA-CARTE Hardware Kit	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	09/15/2026	10/14/2035
TASER 10 A-LA-CARTE Hardware Kit	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	09/15/2026	10/14/2035
Fleet 3 Basic + TAP Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	13	09/01/2031	10/14/2035



# Non-Binding Budgetary Estimate

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	128 N Maple	Watertown	SD	57201-2557	USA
2	128 N Maple	Watertown	SD	57201-2557	USA

## Payment Details

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	\$1,694.25	\$0.00	\$1,694.25
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$882.72)	\$0.00	(\$882.72)
Year 1	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$844.58	\$0.00	\$844.58
Year 1	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$844.58	\$0.00	\$844.58
Year 1	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$145.13	\$0.00	\$145.13
Year 1	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$145.13	\$0.00	\$145.13
Year 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$1,108.56	\$0.00	\$1,108.56
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Year 1	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	34	\$18,293.05	\$0.00	\$18,293.05
Year 1	C00025	BUNDLE - TASER 10 CERTIFICATION STANDARD 10YR	34	\$16,961.41	\$0.00	\$16,961.41
Year 1	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$4,923.67	\$0.00	\$4,923.67
Year 1	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$4,887.02	\$0.00	\$4,887.02
Year 1	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 1	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$48,964.66</b>	<b>\$0.00</b>	<b>\$48,964.66</b>

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1b	100552	TRANSFER CREDIT - GOODS	1	\$1,539.51	\$0.00	\$1,539.51
Year 1b	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$802.10)	\$0.00	(\$802.10)
Year 1b	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$767.44	\$0.00	\$767.44
Year 1b	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$767.44	\$0.00	\$767.44
Year 1b	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 1b	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1b	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$131.88	\$0.00	\$131.88
Year 1b	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$131.88	\$0.00	\$131.88
Year 1b	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 1b	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$1,007.31	\$0.00	\$1,007.31
Year 1b	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Year 1b	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	34	\$16,622.24	\$0.00	\$16,622.24
Year 1b	C00025	BUNDLE - TASER 10 CERTIFICATION STANDARD 10YR	34	\$15,412.27	\$0.00	\$15,412.27
Year 1b	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$4,473.97	\$0.00	\$4,473.97
Year 1b	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$4,440.67	\$0.00	\$4,440.67

Agenda Item 1.1.(b) Approval of a Budget Supplement in the amount of \$93,...

# Non-Binding Budgetary Estimate

Agenda Item 1.1.(b) Approval of a Budget Supplement in the amount of \$93,...

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1b	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 1b	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 1b	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 1b	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$44,492.51</b>	<b>\$0.00</b>	<b>\$44,492.51</b>

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	\$3,839.33	\$0.00	\$3,839.33
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,000.31)	\$0.00	(\$2,000.31)
Year 2	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 2	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 2	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 2	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,512.10	\$0.00	\$2,512.10
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Year 2	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	34	\$41,453.58	\$0.00	\$41,453.58
Year 2	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	34	\$38,436.04	\$0.00	\$38,436.04
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,157.45	\$0.00	\$11,157.45
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,074.39	\$0.00	\$11,074.39
Year 2	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 2	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$110,958.14</b>	<b>\$0.00</b>	<b>\$110,958.14</b>

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	\$3,839.33	\$0.00	\$3,839.33
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,000.31)	\$0.00	(\$2,000.31)
Year 3	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 3	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 3	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 3	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 3	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,512.10	\$0.00	\$2,512.10
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Year 3	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	34	\$41,453.58	\$0.00	\$41,453.58
Year 3	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	34	\$38,436.04	\$0.00	\$38,436.04
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,157.45	\$0.00	\$11,157.45
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,074.39	\$0.00	\$11,074.39
Year 3	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 3	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$110,958.14</b>	<b>\$0.00</b>	<b>\$110,958.14</b>

Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	\$3,839.33	\$0.00	\$3,839.33
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,000.31)	\$0.00	(\$2,000.31)
Year 4	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 4	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 4	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 4	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,512.10	\$0.00	\$2,512.10
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Year 4	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	34	\$41,453.58	\$0.00	\$41,453.58
Year 4	C00025	BUNDLE - TASER 10 CERTIFICATION STANDARD 10YR	34	\$38,436.04	\$0.00	\$38,436.04
Year 4	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,157.45	\$0.00	\$11,157.45
Year 4	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,074.39	\$0.00	\$11,074.39
Year 4	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 4	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$110,958.14</b>	<b>\$0.00</b>	<b>\$110,958.14</b>

Sep 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	\$3,839.33	\$0.00	\$3,839.33
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,000.31)	\$0.00	(\$2,000.31)
Year 5	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 5	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 5	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 5	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,512.10	\$0.00	\$2,512.10
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Year 5	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	34	\$41,453.58	\$0.00	\$41,453.58
Year 5	C00025	BUNDLE - TASER 10 CERTIFICATION STANDARD 10YR	34	\$38,436.04	\$0.00	\$38,436.04
Year 5	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,074.39	\$0.00	\$11,074.39
Year 5	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,157.45	\$0.00	\$11,157.45
Year 5	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 5	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$110,958.14</b>	<b>\$0.00</b>	<b>\$110,958.14</b>

Sep 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100552	TRANSFER CREDIT - GOODS	1	\$3,839.33	\$0.00	\$3,839.33
Year 6	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,000.31)	\$0.00	(\$2,000.31)
Year 6	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89

# Non-Binding Budgetary Estimate

Agenda Item 1.1.(b) Approval of a Budget Supplement in the amount of \$93,...

Sep 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 6	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 6	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 6	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 6	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 6	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 6	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,512.10	\$0.00	\$2,512.10
Year 6	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Year 6	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	34	\$41,453.58	\$0.00	\$41,453.58
Year 6	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	34	\$38,436.04	\$0.00	\$38,436.04
Year 6	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,074.39	\$0.00	\$11,074.39
Year 6	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,157.45	\$0.00	\$11,157.45
Year 6	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 6	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 6	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 6	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$110,958.14</b>	<b>\$0.00</b>	<b>\$110,958.14</b>

Sep 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	100552	TRANSFER CREDIT - GOODS	1	\$3,839.33	\$0.00	\$3,839.33
Year 7	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,000.31)	\$0.00	(\$2,000.31)
Year 7	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 7	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 7	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 7	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 7	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 7	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 7	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 7	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,512.10	\$0.00	\$2,512.10
Year 7	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Year 7	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	34	\$41,453.58	\$0.00	\$41,453.58
Year 7	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	34	\$38,436.04	\$0.00	\$38,436.04
Year 7	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,074.39	\$0.00	\$11,074.39
Year 7	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,157.45	\$0.00	\$11,157.45
Year 7	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 7	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 7	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 7	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$110,958.14</b>	<b>\$0.00</b>	<b>\$110,958.14</b>

Sep 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	100552	TRANSFER CREDIT - GOODS	1	\$3,839.33	\$0.00	\$3,839.33
Year 8	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,000.31)	\$0.00	(\$2,000.31)
Year 8	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 8	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 8	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 8	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 8	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 8	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89

# Non-Binding Budgetary Estimate

Agenda Item 1.1.(b) Approval of a Budget Supplement in the amount of \$93,...

Sep 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 8	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,512.10	\$0.00	\$2,512.10
Year 8	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Year 8	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	34	\$41,453.58	\$0.00	\$41,453.58
Year 8	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	34	\$38,436.04	\$0.00	\$38,436.04
Year 8	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,157.45	\$0.00	\$11,157.45
Year 8	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,074.39	\$0.00	\$11,074.39
Year 8	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 8	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 8	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 8	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$110,958.14</b>	<b>\$0.00</b>	<b>\$110,958.14</b>

Sep 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	100552	TRANSFER CREDIT - GOODS	1	\$3,839.33	\$0.00	\$3,839.33
Year 9	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,000.31)	\$0.00	(\$2,000.31)
Year 9	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 9	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 9	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 9	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 9	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 9	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 9	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 9	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,512.10	\$0.00	\$2,512.10
Year 9	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Year 9	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	34	\$41,453.58	\$0.00	\$41,453.58
Year 9	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	34	\$38,436.04	\$0.00	\$38,436.04
Year 9	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,074.39	\$0.00	\$11,074.39
Year 9	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,157.45	\$0.00	\$11,157.45
Year 9	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 9	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 9	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 9	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$110,958.14</b>	<b>\$0.00</b>	<b>\$110,958.14</b>

Sep 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	100552	TRANSFER CREDIT - GOODS	1	\$3,839.33	\$0.00	\$3,839.33
Year 10	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,000.31)	\$0.00	(\$2,000.31)
Year 10	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 10	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,913.89	\$0.00	\$1,913.89
Year 10	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 10	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 10	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 10	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$328.89	\$0.00	\$328.89
Year 10	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 10	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,512.10	\$0.00	\$2,512.10
Year 10	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Year 10	BWCUwTAP10Yr	BWC Unlimited with TAP 10YR	34	\$41,453.58	\$0.00	\$41,453.58
Year 10	C00025	BUNDLE - TASER 10 CERTFICATION STANDARD 10YR	34	\$38,436.04	\$0.00	\$38,436.04



Non-Binding Budgetary Estimate

Sep 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,157.45	\$0.00	\$11,157.45
Year 10	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$11,074.39	\$0.00	\$11,074.39
Year 10	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Year 10	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 10	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 10	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$0.00	\$0.00	\$0.00
Total				\$110,958.14	\$0.00	\$110,958.14

Agenda Item 1.1.(b) Approval of a Budget Supplement in the amount of \$93,...

**Non-Binding Budgetary Estimate**

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

**Exceptions to Standard Terms and Conditions**

Agency has existing contract(s) originated via Quote(s):

Q-309815, Q-414311, Q-509177, Q-518145, Q-561047

Agency is terminating those contracts effective 10/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$18,099.98

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.





Axon Enterprise, Inc.  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-705892-45831KP

Issued: 06/23/2025

Quote Expiration: 07/08/2025

Estimated Contract Start Date: 10/01/2025

Account Number: 305835

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Watertown Police Department - SD 128 N Maple Watertown, SD 57201-2557 USA	Watertown Police Department - SD 128 N Maple Watertown SD 57201-2557 USA Email: 46-6000515

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Pirehpour Phone: Email: kpirehpour@axon.com Fax:	Kirk Ellis Phone: (605) 882-5237 Email: kellis@watertownpd.com Fax: (605) 882-6216

Quote Summary

Program Length	60 Months
TOTAL COST	\$545,614.56
ESTIMATED TOTAL W/ TAX	\$545,614.56

Discount Summary

Average Savings Per Year	\$44,186.68
TOTAL SAVINGS	\$220,933.41

Agenda Item 11.(b) Approval of a Budget Supplement in the amount of \$93,....

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	\$54,045.24	\$0.00	\$54,045.24
Sep 2026	\$122,892.33	\$0.00	\$122,892.33
Sep 2027	\$122,892.33	\$0.00	\$122,892.33
Sep 2028	\$122,892.33	\$0.00	\$122,892.33
Sep 2029	\$122,892.33	\$0.00	\$122,892.33
Total	\$545,614.56	\$0.00	\$545,614.56



Quote Unbundled Price:	\$765,651.32
Quote List Price:	\$657,720.32
Quote Subtotal:	\$545,614.56

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$19,687.74)	(\$19,687.74)	\$0.00	(\$19,687.74)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$37,787.72	\$37,787.72	\$0.00	\$37,787.72
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	60	\$148.39	\$139.74	\$139.74	\$108,997.20	\$0.00	\$108,997.20
BWCUwTAP	BWC Unlimited with TAP	34	60	\$130.12	\$99.66	\$99.66	\$203,306.40	\$0.00	\$203,306.40
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	34	60	\$105.80	\$86.66	\$79.99	\$163,179.60	\$0.00	\$163,179.60
<b>A la Carte Hardware</b>									
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13			\$249.00	\$249.00	\$3,237.00	\$0.00	\$3,237.00
100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13			\$1,449.00	\$1,449.00	\$18,837.00	\$0.00	\$18,837.00
H00001	AB4 Camera Bundle	2			\$899.00	\$899.00	\$1,798.00	\$0.00	\$1,798.00
T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	60		\$2,638.11	\$51.46	\$6,174.78	\$0.00	\$6,174.78
H00002	AB4 Multi Bay Dock Bundle	5			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	34			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	60		\$64.01	\$14.01	\$10,927.80	\$0.00	\$10,927.80
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	60		\$5.42	\$5.42	\$11,056.80	\$0.00	\$11,056.80
<b>A la Carte Services</b>									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$545,614.56</b>	<b>\$0.00</b>	<b>\$545,614.56</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	09/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	09/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	34	1	09/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	38	1	09/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	3	1	09/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	38	1	09/01/2025

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	38	1	09/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	5	1	09/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	09/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	34	2	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	510	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	34	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	34	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	34	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	09/01/2025
TASER 10 A-LA-CARTE Hardware Kit	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	09/01/2025
TASER 10 A-LA-CARTE Hardware Kit	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	2	1	09/01/2025
TASER 10 A-LA-CARTE Hardware Kit	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	09/01/2025
A la Carte	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	1	09/01/2025
A la Carte	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	1	09/01/2025
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	09/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	09/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	03/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	03/01/2028
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	35	1	03/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	5	1	03/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	09/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	09/01/2029
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	35	1	09/01/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	5	1	09/01/2030
Fleet 3 Basic + TAP Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	13	1	09/01/2030

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	34	10/01/2025	09/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	34	10/01/2025	09/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	34	10/01/2025	09/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/01/2025	09/30/2030
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	34	10/01/2025	09/30/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	34	10/01/2025	09/30/2030
Fleet 3 Basic + TAP Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	10/01/2025	09/30/2030
Fleet 3 Basic + TAP Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	10/01/2025	09/30/2030
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	10/01/2025	09/30/2030
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	10/01/2025	09/30/2030

## Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	34
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	1
Fleet 3 Basic + TAP Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	13
A la Carte	101186	AXON VR - PSO - VIRTUAL	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	34	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	34	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	09/01/2026	09/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	09/01/2026	09/30/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	34	09/01/2026	09/30/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	1	09/01/2026	09/30/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	09/01/2026	09/30/2030
Fleet 3 Basic + TAP Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	13	09/01/2026	09/30/2030
TASER 10 A-LA-CARTE Hardware Kit	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	09/01/2026	09/30/2030
TASER 10 A-LA-CARTE Hardware Kit	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	09/01/2026	09/30/2030

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	128 N Maple	Watertown	SD	57201-2557	USA
2	128 N Maple	Watertown	SD	57201-2557	USA
2	128 N Maple	Watertown	SD	57201-2557	USA

## Payment Details

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	\$3,743.02	\$0.00	\$3,743.02
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,950.15)	\$0.00	(\$1,950.15)
Year 1	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$1,865.88	\$0.00	\$1,865.88
Year 1	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$320.64	\$0.00	\$320.64
Year 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$1,095.22	\$0.00	\$1,095.22
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$1,082.44	\$0.00	\$1,082.44
Year 1	BWCUwTAP	BWC Unlimited with TAP	34	\$20,138.31	\$0.00	\$20,138.31
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	34	\$16,163.55	\$0.00	\$16,163.55
Year 1	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$10,796.60	\$0.00	\$10,796.60
Year 1	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	2	\$178.10	\$0.00	\$178.10
Year 1	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 1	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$611.63	\$0.00	\$611.63
<b>Total</b>				<b>\$54,045.24</b>	<b>\$0.00</b>	<b>\$54,045.24</b>

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	\$8,511.17	\$0.00	\$8,511.17
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$4,434.40)	\$0.00	(\$4,434.40)
Year 2	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$4,242.78	\$0.00	\$4,242.78
Year 2	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$729.09	\$0.00	\$729.09
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,490.40	\$0.00	\$2,490.40
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$2,461.34	\$0.00	\$2,461.34
Year 2	BWCUwTAP	BWC Unlimited with TAP	34	\$45,792.01	\$0.00	\$45,792.01
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	34	\$36,754.02	\$0.00	\$36,754.02
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$24,550.15	\$0.00	\$24,550.15
Year 2	H00001	AB4 Camera Bundle	2	\$404.98	\$0.00	\$404.98
Year 2	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 2	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$1,390.79	\$0.00	\$1,390.79

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$122,892.33	\$0.00	\$122,892.33

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	\$8,511.17	\$0.00	\$8,511.17
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$4,434.40)	\$0.00	(\$4,434.40)
Year 3	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$4,242.78	\$0.00	\$4,242.78
Year 3	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 3	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$729.09	\$0.00	\$729.09
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,490.40	\$0.00	\$2,490.40
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$2,461.34	\$0.00	\$2,461.34
Year 3	BWCUwTAP	BWC Unlimited with TAP	34	\$45,792.01	\$0.00	\$45,792.01
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	34	\$36,754.02	\$0.00	\$36,754.02
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$24,550.15	\$0.00	\$24,550.15
Year 3	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	2	\$404.98	\$0.00	\$404.98
Year 3	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 3	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$1,390.79	\$0.00	\$1,390.79
Total				\$122,892.33	\$0.00	\$122,892.33

Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	\$8,511.17	\$0.00	\$8,511.17
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$4,434.40)	\$0.00	(\$4,434.40)
Year 4	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$4,242.78	\$0.00	\$4,242.78
Year 4	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$729.09	\$0.00	\$729.09
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,490.40	\$0.00	\$2,490.40
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$2,461.34	\$0.00	\$2,461.34
Year 4	BWCUwTAP	BWC Unlimited with TAP	34	\$45,792.01	\$0.00	\$45,792.01
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	34	\$36,754.02	\$0.00	\$36,754.02
Year 4	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$24,550.15	\$0.00	\$24,550.15
Year 4	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	2	\$404.98	\$0.00	\$404.98
Year 4	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 4	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$1,390.79	\$0.00	\$1,390.79
Total				\$122,892.33	\$0.00	\$122,892.33

Sep 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	\$8,511.17	\$0.00	\$8,511.17
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$4,434.40)	\$0.00	(\$4,434.40)
Year 5	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	\$4,242.78	\$0.00	\$4,242.78
Year 5	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	\$729.09	\$0.00	\$729.09



Sep 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	\$0.00	\$0.00	\$0.00
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,490.40	\$0.00	\$2,490.40
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	\$2,461.34	\$0.00	\$2,461.34
Year 5	BWCUwTAP	BWC Unlimited with TAP	34	\$45,792.01	\$0.00	\$45,792.01
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	34	\$36,754.02	\$0.00	\$36,754.02
Year 5	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	13	\$24,550.15	\$0.00	\$24,550.15
Year 5	H00001	AB4 Camera Bundle	2	\$404.98	\$0.00	\$404.98
Year 5	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 5	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	2	\$1,390.79	\$0.00	\$1,390.79
<b>Total</b>				<b>\$122,892.33</b>	<b>\$0.00</b>	<b>\$122,892.33</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-309815, Q-414311, Q-509177, Q-518145, Q-561047

Agency is terminating those contracts effective 10/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$18,099.98

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

6/23/2025





## City Council

### Agenda Item

**Subject:** Approval of Memorandum of Understanding between the City of Watertown and Elmira Township for agreement on road maintenance.

**Meeting:** City Council - Jul 07 2025 - Incoming Council

**From:** Alan Stager, City Manager

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#### **BACKGROUND INFORMATION:**

The Memorandum of Understanding (MOU) between the City of Watertown and Elmira Township consists of assumption of financial responsibility for the care and upkeep of the roadway, right of way, and associated bike paths including bridges, drainage structures, culverts, roadway and bike path surfacing to include overlay, chip seals, crack seals and total reconstruction as required. Joint-jurisdictional road maintenance division is based on this MOU and attached Exhibit A and Exhibit A will be updated between the City of Watertown and Elmira Township every two years.

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#### **FINANCIAL CONSIDERATIONS:**

Financial responsibility of any modifications needed to a road due to city annexations which cross or border the township belong to the City or Developer, such as traffic signals at a major intersection with a City street. Each party shall take full financial responsibility for all other maintenance of their respective roads.

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#### **OVERSIGHT / PROJECT RESPONSIBILITY:**

Justin Petersen, City Engineer

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#### **STAFF RECOMMENDATION / SUGGESTED MOTION:**

I move to approve the Memorandum of Understanding between the City of Watertown and Elmira Township for agreement on road maintenance.

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#### **ATTACHMENT(S):**

[MOU DRAFT--EDITED BY SDATAT ATTORNEY](#)

[Exhibit A- Elmira Township Shared Road Maintenance](#)



## **CITY OF WATERTOWN**

20 N Maple Street  
P.O. Box 910  
Watertown, SD 57201

### **MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF WATERTOWN AND ELMIRA TOWNSHIP FOR AGREEMENT ON ROAD MAINTENANCE Updated July 2025**

1. Parties. This Memorandum of Understanding (hereinafter referred to as MOU) is made and entered into by and between the City of Watertown, (hereinafter referred to as CITY), whose address is 23 Second Street, Watertown, SD 57201, and ELMIRA Township, (hereinafter referred to as TOWNSHIP), whose address is xxxxxx, Watertown, SD 57201.
2. MOU Definitions. For the purposes of this MOU, the following definitions apply:

Maintenance is defined as the assumption of financial responsibility for the care and upkeep of the roadway, right of way, and associated bike paths including bridges, drainage structures, culverts, roadway and bike path surfacing to include overlays, chip seals, crack seals and total reconstruction as required. This definition also applies to right-of-way mowing, pavement markings, roadway signage, fencing, litter control (including the removal of dead animals), and snow removal (The Parties will continue to provide overlapping operations as they see fit to best benefit the citizens). The definition does NOT include any CITY-owned or privately-owned utility lines or structures.

Joint-jurisdictional Roads are defined as roads that cross or abut the Jurisdictional Boundary as shown on Exhibit A attached to the MOU.

Jurisdictional Boundary is defined as the CITY corporate boundary (City Limits).

3. Goals and Purposes of this MOU. The CITY and TOWNSHIP recognize that:
  - the road system in and around the City crosses the Jurisdictional Boundary which is ever-changing as the City continues to annex and grow.
  - a formal agreement for Maintenance of these Joint-jurisdictional roads has not been developed in the past.
  - with an expanding Jurisdictional Boundary, coupled with transportation system expansions, a formal and periodically updated Maintenance agreement between the CITY and TOWNSHIP is essential for the long term success of the system.
  - the cost savings and efficiency of developing an equitable system for splitting the Joint-jurisdictional Roads into Maintenance sections that do not necessarily follow strict Jurisdictional Boundaries is in the best interest of the taxpayers.
  - The expansion of the roadway system in and around the Jurisdictional Boundary should be guided by the City's Transportation Master Plan.

4. CITY and TOWNSHIP Responsibilities. The CITY and TOWNSHIP agree to the following:

- by February 1<sup>st</sup> of each biennium, Exhibit A will be updated by the City of Watertown after meetings with the ELMIRA Township. This exhibit will reflect annexation and subsequent ownership and maintenance changes for the next two-year maintenance cycle. A database of total lane miles of streets pertinent to this agreement, broken out per CITY and TOWNSHIP, will be maintained by the City.
- the CITY agrees to assume all maintenance responsibilities and ownership of all roads located within, adjacent to, or between the boundaries of all current annexed property and any future annexations as evidenced by including all such roadways within its annexation plats. At the time of entering into this agreement, TOWNSHIP has prepared and executed necessary documents to transferring its right, title and interest in certain existing roadways to further effectuate the purposes of this agreement, copies of which are attached hereto and by this reference, incorporated herein.
- to work together cooperatively, and particularly in instances when an issue falls outside the specifics of this MOU.
- Permits:
  - i. Underground or overhead utilities crossing or within the roadway right-of-way shall be permitted by the Party having maintenance responsibility for the roadway, provided however, that CITY may install utilities within all public roadways within the city limits.
  - ii. Approach permits shall be processed by the Party approving the development or subdivision accessing the roadway. The Parties shall work together to establish and/or agree upon appropriate standards for approaches.
  - iii. Both Parties shall work together cooperatively to review and process permits on roadways of common concern.
- Any modifications needed to a road due to city annexations which cross or border the TOWNSHIP are the financial responsibility of the CITY or Developer. An example might be the installation, operation and maintenance of traffic signals at major intersections with a City street.

5. Shared Road Split. The CITY and TOWNSHIP agree to the following:

- i. 31<sup>st</sup> Street NE between Highway 212 and 3<sup>rd</sup> Avenue NE: the CITY will assume all maintenance of the road and right of way, dust control, and plowing. Future paving of the road, including curb and gutter and sidewalk, will be paid for by the adjacent landowners.
- ii. 3<sup>rd</sup> Avenue NE between 31<sup>st</sup> Street NE and 19<sup>th</sup> Street NE: the CITY will assume all maintenance of the culverts at the unnamed creek, the road and right of way, dust control, and plowing. Future paving of the road, including curb and gutter and sidewalk, will be paid for by the adjacent landowners.
- iii. 43<sup>rd</sup> Street SE between US Highway 212 and Pheasant Ridge Drive SE: the CITY will assume all maintenance of the road and right of way, dust control, and plowing up to the edge of the Jurisdictional Boundary. The TOWNSHIP will assume maintenance, dust control,

- and plowing on 43<sup>rd</sup> Street NE north of the Jurisdictional Boundary (or Pheasant Ridge Drive).
- iv. 26<sup>th</sup> Avenue NW between US Highway 81 and 7<sup>th</sup> Street NW: the TOWNSHIP will assume maintenance, dust control, and plowing. Future paving of the road, including curb and gutter and sidewalk, will be paid for by the adjacent landowners.
  - v. 2<sup>nd</sup> Street NW between 26<sup>th</sup> Avenue NW and 14<sup>th</sup> Avenue NW: the CITY will assume all maintenance of road and right of way, dust control, and plowing. Future paving of the road, including curb and gutter and sidewalk, will be paid for by the adjacent landowners.
  - vi. 14<sup>th</sup> Avenue NE between 19<sup>th</sup> Street NE and 27<sup>th</sup> Street NE: the CITY will assume maintenance, dust control, and plowing. The TOWNSHIP will assume maintenance, dust control, and plowing of 14<sup>th</sup> Avenue NE east of 27<sup>th</sup> Street NE.
  - vii. All local public streets within the Jurisdictional Boundary will remain the CITY's responsibility and all local streets outside the Jurisdictional Boundary will remain the responsibility of the TOWNSHIP, unless stated to the contrary by the terms contained herein.

The parties of this Memorandum of Understanding do agree to the goals and responsibilities described in this agreement effective upon both parties signature.

\_\_\_\_\_  
Brian Stoltenberg, Chairman  
Elmira Township Commission

\_\_\_\_\_  
Ried Holien  
Mayor City of Watertown

Attest:

Attest:

\_\_\_\_\_  
Brian Olson, Township Clerk

\_\_\_\_\_  
Kristen Bobzien, City Finance Officer

EXHIBIT A

# SHARED ROAD MAINTENANCE

SHEET	
DATE:	06/12/2025
SCALE:	NONE
DRAWN BY:	CS
CHECKED BY:	JP
PROJECT NO:	XXXX

SHEET

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