

City of Watertown

Proposed City Council Agenda

City Hall, 23 2ND ST NE

Watertown, South Dakota

February 3, 2025, 5:30 PM



Page

1. CALL TO ORDER

2. PRAYER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. ACTION TO APPROVE THE AGENDA

6. OPEN FORUM

7. CONSENT AGENDA

- | | | |
|-----|--|---------|
| (a) | Approval of the minutes of the Council meeting held on January 21st, 2025.
City Council - Jan 21 2025 - Minutes | 4 - 7 |
| (b) | Approval of the minutes of the Joint City Council / Planning Commission meeting held on January 21st, 2025
Joint City Council/Plan Commission - Jan 21 2025 - Minutes | 8 |
| (c) | Approval of the 2025 Bramble Park Zoo Volunteers.
2025 Bramble Park Zoo Volunteers | 9 - 10 |
| (d) | Approval of a business license to Tyler Skogstad as a Gasfitter (\$75).
Warne Plumbing & Heating | 11 - 12 |
| (e) | Approval to transfer Huxley Kimble's Gasfitter License to Southside Plumbing & Heating (\$25)
Southside Plumbing & Heating | 13 - 17 |
| (f) | Approval of Application for Abatement/Refund of Property Taxes for record# 6339 in the amount of \$378.42 and record # 7297 in the amount of \$1,557.06.
Abatements | 18 - 22 |
| (g) | Authorization to accept \$35,250.00 from the Attorney General's Drug Buy Fund to purchase a DART Max Advanced Training Simulator
Attorney General's Drug Buy Fund | 23 - 73 |
| (h) | Authorization for Watertown Fire Rescue to accept a Department of Health Grant in the amount of \$45,185 for education of EMS services in South Dakota.
DOH Grant | 74 - 97 |
| (i) | Approval of bills and payroll and authorization to pay | |

8. PRESENTATIONS & REPORTS

9. CONTRACTS & CHANGE ORDERS

- | | | |
|------------|--|-----------|
| (a) | Authorization for the Interim City Manager and Mayor to sign a Letter of Recommendation to the Federal DOT for approval of the SkyWest Proposal for Watertown's Essential Air Service Contract.
Essential Air Service | 98 - 135 |
| (b) | Discussion and Approval of a Recruiting Firm to assist in the recruitment and hiring of a new City Manager.
Discussion and Approval of a Recruiting Firm | 136 - 176 |
| (c) | Approval of Memorandum of Understanding between the City of Watertown and Codington County for the County Parking Lot Maintenance Under the 2025 Crack Sealing & Chip Sealing Project, Project No. 2506
2025 Crack Sealing & Chip Sealing Project, Project No. 2506 | 177 - 180 |
| (d) | Approval of a Bid Award for the 2025 Miscellaneous Concrete Project, Project No. 2510, to Seth Scapes LLC., in the amount of \$28,753.00 for locations #3 & #4 and reject bids for locations #1 and #2
2025 Miscellaneous Concrete, Project No. 2510 | 181 - 184 |
| (e) | Approval to Reject all Bids for the 2025 City Hall Elevator Project, Project No. 2516
2025 City Hall Elevator, Project No. 2516 | 185 - 186 |

10. ORDINANCE FIRST READINGS

11. PUBLIC HEARINGS & SECOND READINGS

- | | | |
|------------|---|-----------|
| (a) | Second Reading of Ordinance No. 25-01, an Ordinance of the City of Watertown, South Dakota Increasing Maximum Fine from \$200 to \$500 in the Revised Ordinances of the City of Watertown.
Ordinance No. 25-01 | 187 - 195 |
|------------|---|-----------|

12. OTHER BUSINESS

- | | | |
|------------|---|-----------|
| (a) | Council Approval of a Building Permit Extension for the Ruins apartment complex located at 315 E Kemp
Building Permit Extension | 196 - 200 |
| (b) | Authorization for the City to declare the current City Hall, located at 23 2nd Street NE, as surplus and authorization to sell through sealed bid.
Surplus - Current City Hall | 201 - 204 |
| (c) | Approval of Resolution No. 25-06 requesting the SD DOT hire Civil Design, Inc. to perform the 2025 Bridge Inspection Services for the City of Watertown.
Resolution No. 25-06 | 205 - 208 |
| (d) | Authorization for the Interim City Manager to utilize contingency funds in the amount of \$40,833.79 for the repair of a Watertown Fire Rescue Fire Truck | 209 - 210 |

Engine

[Contingency Request for Overhaul Engine](#)

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

Kristen Bobzien
Chief Financial Officer

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

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

Watertown
City Council Meeting Minutes
January 21, 2025

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

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

Mayor Holien removed Item 9(c): Approval of a Bid Award for the 2025 Miscellaneous Concrete Project, Project No. 2510, to Seth Scapes LLC., in the amount of \$28,753.00 for locations #3 & #4 and reject bids for locations #1 and #2.

Motion by Tupper, seconded by Schutte, to approve the agenda as amended. Items approved as part of the consent agenda: minutes of the Council meeting held on January 6th, 2025; a business license to Seth Herzog as a Gasfitter (\$75); write-off uncollectible Ambulance accounts receivable and remit to the collection agency for the month of December 2024 in the amount of \$9,825.03; authorization for the Police Department to apply and accept a Homeland Security Grant in the amount of \$16,140 for a SWAT Leader Development Course on May 5th - 9th, 2025 (No City Match); a Professional Services Agreement for services associated with the GIS Services in calendar year 2025 with First District Association of Local Governments, in the amount of \$22,000.00; a Professional Services Agreement with First District for services related to the development and hosting of the City/County Geographic Information System (GIS) website, in the amount of \$4,500.00, authorizing the Interim City Manager to sign all applicable documents; Annual Progress Report on the Codington County Pre-Disaster Mitigation Plan for National Flood Insurance Program (NFIP) Community Rating System (CRS). Motion Carried.

Mayor Holien called for Open Forum. Jason Redemske questioned what the process is to petition changing the current City Manager form of government back to a strong Mayor form of government. City Attorney Carrico referred to sections of the Home Rule Charter and State Statute, summarizing that there is a limitation on the City Manager form of government until 2027.

Jason Redemske also announced his candidacy for the At-Large Councilman position in the upcoming Election.

Brent Mohrman announced his candidacy for the Ward-A Councilman position in the upcoming June 17th Election.

Motion by Jurrens, seconded by Buhler, to approve the 2025-27 IAFF Collective Bargaining Agreement. Motion Carried.

Motion by Buhler, seconded by Jurrens, to approve the Work Order with the South Dakota Department of Transportation (SDDOT) for Consultant Services of the Lake Kampeska Bike Trail-Segment 2 project, Project No. 2123, with Infrastructure Design Group, in the amount of \$128,823.19. Motion Carried.

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

Ordinance No. 25-01, an Ordinance of the City of Watertown, South Dakota Increasing Maximum Fine from \$200 to \$500 in the Revised Ordinances of the City of Watertown, was placed on its first reading and the title was read. No action taken.

Ordinance No. 24-24, Zoning Text Amendments to Summary of District Regulations, Associated Zoning Districts, Overlay Districts, Modular Homes Provisions, Manufactured Home Provisions, Day Care, Homes, and Definitions of the Revised Ordinances of the City of Watertown was placed on its second reading and the title was read. This being the time and place for a public hearing on Ordinance No. 24-24, the Mayor called for public comment. Hearing no comments from the public, motion by Danforth, seconded by Buhler, to approve Ordinance No. 24-24 as presented. Motion Carried.

Ordinance No. 24-17, Zoning Text Amendments to Chapter 21.80 Signs and Outdoor Advertising of the Revised Ordinances of the City of Watertown as placed on its second reading and the title was read. This being the time and place for a public hearing on Ordinance No. 24-17, the Mayor called for public comment. There were no comments from the public. Motion by Tupper, seconded by Schutte, to approve Ordinance No. 24-17 as presented. Motion by Buhler, seconded by Tupper, to amend the motion Under Section 21.8014: Exempt Signs, removing Number 9: Feather Flags are allowed one per one hundred (100) linear feet of frontage not to exceed six (6) per property and additionally amending the motion under Section 21.0815: Prohibited Signs, adding back Number 6: Flags, both feather-type and traditional, that display an advertising message, except one traditional flag bearing a single corporate logo or emblem. Upon Roll Call Vote: Voting in Favor of the Amendment: Tupper, Buhler, Danforth, Schutte. Voting Against the Amendment: Holien, Jurrens and Peters. Motion Carried. Upon Roll Call Vote: Voting in Favor of Ordinance No. 24-17 as amended: Tupper, Buhler, Danforth, Holien, Jurrens, Peters and Schutte. Motion Carried as amended.

Ordinance No. 24-29, Zoning Text Amendments to Chapter 21.82 Home Occupations, Chapter 21.74 Specific Use Office Building, Chapter 21.75 Bed and Breakfast, Chapter 21.76 Campgrounds, Chapter 21.77 Wireless Telecommunications Towers, Chapter 21.78 Communal Living, and Chapter 21.79 Swimming Pools of the Revised Ordinances of the City of Watertown was placed on its second reading and the title was read. This being the time and place for a public hearing on Ordinance No. 24-17, the Mayor called for public comment. Hearing no comments from the public, motion by Buhler, seconded by Peters, to approve Ordinance No. 24-29 as presented. Motion Carried.

Ordinance No. 24-30, Zoning Text Amendments to Chapter 21.60 Required Yards and Open Space, Chapter 21.61 Fences, Walls, and Hedges, Chapter 21.63 Off-Street Parking & Loading Requirements, Chapter 21.65 Outside Storage & Display Requirements for Specific Uses, and Chapter 21. 67 Landscape and Lighting Standards of the Revised Ordinances of the City of Watertown was placed on its second reading and the title was read. This being the time and place for a public hearing on Ordinance No. 24-30, the Mayor called for public comment. Hearing no comments from the public, motion by Tupper, seconded by Peters, to approve Ordinance No. 24-30 as presented. Motion Carried.

Ordinance No. 24-28, Zoning Text Amendments to Chapter 21.01 Purpose, Chapter 21.02 Administration & Enforcement, and Chapter 21.03 General Provisions of the Revised Ordinances of the City of Watertown was placed on its second reading and the title was read. This being the time and place for a public hearing on Ordinance No. 24-28, the Mayor called for public comment. Hearing no comments from the public, motion by Buhler, seconded by Schutte, to approve Ordinance No. 24-28 as presented. Motion Carried.

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

Motion by Tupper, seconded by Danforth, to approve Resolution No. 25-05, a Resolution Authorizing Signatures of Warrants and Attestation for the City of Watertown. Motion Carried.

Motion by Jurrens, seconded by Buhler, to approve the renewal of the Workers Compensation Insurance Policy for 2025 and request authorization for the Chief Financial Officer to issue a special check for payment of the premium. Motion Carried.

Motion by Danforth, seconded by Peters, to approve the reclassification of the Police Sergeant position from a grade 165 to a grade 170. Motion Carried.

Motion by Tupper, seconded by Danforth, to approve the Development Agreement with the Mother of God Monastery to transition Little Blessings Daycare in the amount of \$350,000 to be paid over 5 years. Motion Carried.

Motion by Jurrens, seconded by Peters, to accept the City Manager's resignation effective November 25th, 2024. Motion Carried.

Motion by Tupper, seconded by Peters, to authorize City Attorney Carrico to carry out the personnel related matter as discussed in executive session. Motion Carried.

Motion by Peters, seconded by Schutte, to appoint Chief Finance Officer Bobzien as the Interim City Manager effective November 25th, 2024. Motion Carried.

Randy Tupper reported that he attended Children's Day in Pierre with Sister Barb Younger and Sara Foust, Director of Codington County Cares, to discuss recent efforts the Community has made to address the recent Childcare Crisis.

Attorney Carrico clarified information provided earlier in the meeting in regard to changing from the current City Manager form of government to a strong Mayor form of government. Attorney Carrico referred to Article 9 of the Home Rule Charter and clarified that it can be amended by Ordinance proposed by the City Council but the City Council cannot change things related to the City Manager within the Charter. In addition, any petition must follow South Dakota Statute Title 9-11. Carrico further clarified that the previous reference to 2027 relates to when the Home Rule Charter Revision Committee will reconvene.

Motion by Danforth, seconded by Buhler, to go in to Executive Session for the purpose of discussing Contractual Matters. Motion Carried.

Motion by Tupper, seconded by Danforth, to adjourn until 5:30 PM on Monday, February 3rd, 2025. Motion Carried.

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

Dated at Watertown, South Dakota, January 21st, 2025.

ATTEST:

Jennifer Collins, Records & Licensing Manager

Ried Holien, Mayor

Watertown
Joint City Council / Planning Commission Meeting Minutes
January 21, 2025

The City Council and Planning Commission met in Joint Session at 3:00 PM in the Police Department Community Room, 128 N Maple. Deputy Mayor Randy Tupper presiding.

City Council present upon roll call: Alderperson Buhler, Danforth, Jurrens, Peters, Schutte, and Tupper. Absent: Mayor Holien.

Planning Commission present upon roll call: Dahle, Culhane, Dargatz-Johnson, Kays, Oletzke, Speier, and Kakacek.

Deputy Mayor Tupper called for Open Forum. No Comments.

The Commercial Lake District Committee presented their proposed amendments for the zoning district. Open discussion followed regarding specific sections of the amendments including permitting bar or taverns without the need of a conditional use, expanding the minimum lot width and size requirements, and allowing the current C-L Commercial Lake zoning district to remain as a closed district. The committee will be meeting again to further discuss mixed use opportunities, lot size requirements, and how to permit the bar or tavern use.

Motion by Danforth, seconded by Buhler, to adjourn until 5:30 PM on Tuesday, January 21st, 2025. Motion Carried.

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

Dated at Watertown, South Dakota, January 21st, 2025.

ATTEST:

Jennifer Collins, Records & Licensing Manager

Randy Tupper, Deputy Mayor



City Council

Agenda Item

Subject: Approval of the 2025 Bramble Park Zoo Volunteers.
Meeting: City Council - Feb 03 2025
From: Dusty Rodiek, Director of Parks, Recreations & Forestry

BACKGROUND INFORMATION:

The Parks & Recreation/Bramble Park Zoo Department seeks approval from the City Council for the attached list of volunteers.

FINANCIAL CONSIDERATIONS:

None

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the 2025 Bramble Park Zoo Volunteers.

ATTACHMENT(S):

[2025 BPZ Volunteers](#)

Bramble Park Zoo

Monthly Volunteers with Hours

Dr. Andrea Hennen	45 hours	
Steve Hageman		
Melissa Terronez		
Will Morlock		
Susan Munger		
Rebecca Reeves		
SaLena Engels		
Dr. Mike Vener		
Doug Alvine		
Chad Johnson		
Dr. Mei-yao Louis		
Dan Miller		
Bret Plocher		
Matt Konrady	16 hours	
Tia Auen		
Dominic Olson		
Adrian Gilman		
Brooklyn Comes		
Evelyn Hopper		
Emma Haugen		Christina Jongbloed
Brooklyn Maag		Mia Jaeger
Kinleigh Boydston		Isabelle Gerlach
Konnar Kranz		Raelyn TenEyck
Marley Phillips		Abigail Reeves
Marah Spurgin		Hadley Gjerde
Alaina Larson		Marlee Dornbusch
Leighton Dolney		Elijah Taylor
Owen Mack		Leila Kettwig
Harper Giessinger		Jessa Zimprich
Layla Tacy		Aleah Jaeger
Lillian Ficek		Paityn Boydston
Margaret Williams		Gabriel Mattson
Amelia Ries		Lydia Kleinsasser
Brynlee Swiden		Ashlyn Angermeier
Tai Lê		Hannah Cutshaw
Allison Reeves		Avreigh Anderson
Ana Isakov		Lili Hennen
Cortlyn Paulson		Grace Brown
Cienna Raap		Noah Brown
Grayson Squires		Jayna Davis



City Council

Agenda Item

Subject: Approval of a business license to Tyler Skogstad as a Gasfitter (\$75).
Meeting: City Council - Feb 03 2025
From: Kristen Bobzien, Interim City Manager/Chief Financial Officer

BACKGROUND INFORMATION:

Applicant will be licensed to work under Warne Plumbing & Heating for 2025. Gasfitter applicant has passed the gasfitter exam administered by Watertown Municipal Utilities.

FINANCIAL CONSIDERATIONS:

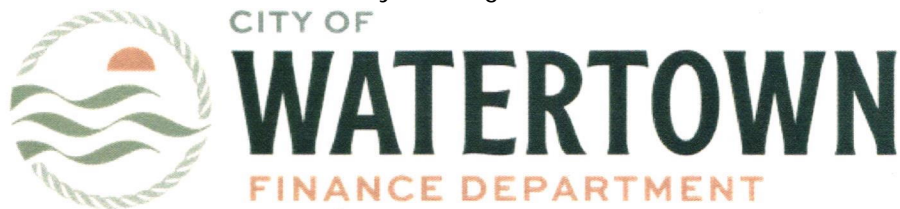
Applicant has paid \$75 of licensing fees to the City of Watertown.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the business license to Tyler Skogstad as a Gasfitter (\$75).

ATTACHMENT(S):

[Warne Plumbing & Heating](#)



Gasfitting Contractor & Gasfitter License Application

☐ New Application ☐ Renewal ☒ Add Additional Gasfitter(s) ☐ Transfer Licensed Gasfitter(s)

Licensing Year: 20 25

Gasfitting Contractor License Information:

Business Name (as it will appear on license)	Warne Plumbing & Heating
Applicant/Owner Name (as it will appear on license)	Steve Warne
Business Address	1121 19th Street
City, State, Zip	Watertown SD 57201
Phone Number	
Email Address	
Insurance Company Name (copy of certificate req'd)	American Trust
Insurance Expiration Date	8/3/25
Bond Company Name (copy of bond req'd)	Western Surety
Bond Expiration Date	12/19/25
License Fees (check made payable to City of Watertown)	Gasfitting Contractor: \$250 first year/\$75 renewal Gasfitter Fee: \$75 per gasfitter/per year Transfer Licensed Gasfitter Fee: \$25 per gasfitter

Supporting Gasfitter Licenses: (If more gasfitters are to be added, please attach additional information to this application)

Gasfitter #1 - Full Name <u>Tyler Skogstad</u>	Signature of Gasfitter #1: <u>[Signature]</u>
Gasfitter #2 - Full Name	Signature of Gasfitter #2:
Gasfitter #3 - Full Name	Signature of Gasfitter #3:

Steve Warne
Signature of Business Owner

1/9/25
Date

TO BE COMPLETED BY CITY OF WATERTOWN

Fee Paid: <u>\$75.00</u>	City Council Approved On _____
Receipt Number: _____ Dated: _____	City Manager _____
License or Permit Number: _____	Finance Officer _____

Submit completed application to: City Finance Office, Attn: Records/Licensing Manager, PO Box 910, Watertown SD 57201
Phone# (605) 882-6203 • Fax# (605) 882-6218 • licenses@watertownsd.us



City Council

Agenda Item

Subject: Approval to transfer Huxley Kimble's Gasfitter License to Southside Plumbing & Heating (\$25)

Meeting: City Council - Feb 03 2025

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

BACKGROUND INFORMATION:

Applicant will be licensed to work under Southside Plumbing & Heating for 2024 and 2025. Gasfitter applicant has passed the gasfitter exam administered by Watertown Municipal Utilities.

FINANCIAL CONSIDERATIONS:

Applicable fees have been paid by Southside Plumbing & Heating for 2024 and 2025.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the transfer Huxley Kimble's Gasfitter License to Southside Plumbing & Heating (\$25).

ATTACHMENT(S):

[Southside Plumbing & Heating](#)



WATERTOWN

FINANCE DEPARTMENT

Gasfitting Contractor & Gasfitter License Application

☐ New Application ☐ Renewal ☒ Add Additional Gasfitter(s)

Licensing Year: 2024/2025

Licensing Fees:

Gasfitting Contractor: \$75.00 renewal fee
Gasfitters: \$75.00 renewal fee per employee
Transfer Gasfitter: \$25.00 fee per employee

Gasfitting Contractor License Information:

Business Name (as it will appear on license)	SOUTHSIDE PLUMBING & HEATING
Applicant/Owner Name (as it will appear on license)	JORDAN RAML
Business Address	539 15 TH AVE NW
City, State, Zip	WATERTOWN SD 57201
Phone Number	605-520-4353
Email Address	
Insurance Company Name (copy of certificate req'd)	GLACIAL LAKES INSURANCE
Insurance Expiration Date	10/13/2025
Bond Company Name (copy of bond req'd)	WESTERN SURETY
Bond Expiration Date	9/11/2027

Supporting Gasfitter Licenses: (If more gasfitters are to be added, please attach additional information to this application)

Gasfitter #1 HUXLEY KIMBLE	Signature of Gasfitter #1: <i>Huxley Kimble</i>
Gasfitter #2 -	Signature of Gasfitter #2:
Gasfitter #3 -	Signature of Gasfitter #3:

[Signature]
Signature of Business Owner

1/6/25
Date

TO BE COMPLETED BY CITY OF WATERTOWN

Fee Paid: \$25.00 chk #16910	
Receipt Number: _____ Dated: _____	
License or Permit Number(s):	City Manager
	Finance Officer

Submit completed application to: City Finance Office, Attn: Records/Licensing Manager, PO Box 910, Watertown SD 57201
Phone# (605) 882-6203 • Fax# (605) 882-6218 • licenses@watertownsd.us



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Glacial Lakes Insurance Inc. 1505 10th Ave SE Suite 2 WATERTOWN SD 57201	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Jay</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (605)956-3445</td> <td>FAX (A/C, No): 605-496-7699</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: jjohnson@glaciallakesinsurance.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: Progressive</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Jay		PHONE (A/C, No, Ext): (605)956-3445	FAX (A/C, No): 605-496-7699	E-MAIL ADDRESS: jjohnson@glaciallakesinsurance.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Progressive		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Jay																					
PHONE (A/C, No, Ext): (605)956-3445	FAX (A/C, No): 605-496-7699																				
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INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					

COVERAGES **CERTIFICATE NUMBER:** 20230710134308753 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			PGR973158937	10/13/2024	10/13/2025	EACH OCCURRENCE \$ 1000000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 5000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ Inc	
	OTHER:						GENERAL AGGREGATE \$ 2000000	
							PRODUCTS - COMP/OP AGG \$ 2000000	
							\$	
A	AUTOMOBILE LIABILITY			988002431	10/13/2024	10/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$	
	DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)



CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES			
<div>® COPY</div> <h1>Western Surety Company</h1> <h2>CONTINUATION CERTIFICATE</h2> <p>Western Surety Company hereby continues in force Bond No. <u>63797140</u> briefly described as <u>GASFITTER CITY OF WATERTOWN</u></p> <p>for <u>JORDAN RAML DBA SOUTHSIDE PLUMBING AND HEATING</u>, as Principal,</p> <p>in the sum of \$ <u>TEN THOUSAND AND NO/100</u> Dollars, for the term beginning <u>September 11, 2024</u>, and ending <u>September 11, 2027</u>, subject to all the covenants and conditions of the original bond referred to above.</p> <p>This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.</p> <p>Dated this <u>6th</u> day of <u>September</u>, <u>2024</u>.</p> <div><div></div><div><p>WESTERN SURETY COMPANY</p><p>By <u></u> Larry Kasten, Vice President</p></div></div> <p>THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.</p> <p>Form 90-A-6-2023</p> <tr><td colspan="2">WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES</td></tr>		WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES	
WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES			

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One GASFITTER CITY OF WATERTOWN

bond with bond number 63797140

for JORDAN RAML DBA SOUTHSIDE PLUMBING AND HEATING
as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President Larry Kasten with the corporate seal affixed this 6th day of September, 2024.

ATTEST

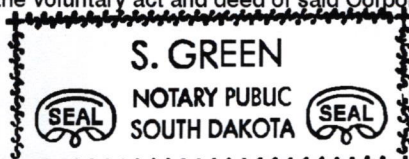
L. Bauder
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY
By Larry Kasten
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 6th day of September, 2024, before me, a Notary Public, personally appeared
Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



City Council

Agenda Item

Subject: Approval of Application for Abatement/Refund of Property Taxes for record# 6339 in the amount of \$378.42 and record # 7297 in the amount of \$1,557.06.

Meeting: City Council - Feb 03 2025

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

BACKGROUND INFORMATION:

These abatements or refunds have been recommended by the Director of Equalization.

FINANCIAL CONSIDERATIONS:

Financial considerations are minimal for this item.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the Application for Abatement/Refund of Property Taxes for record# 6339 in the amount of \$378.42 and record # 7297 in the amount of \$1,557.06.

ATTACHMENT(S):

[Abatements](#)

APPLICATION FOR ABATEMENT OR REFUND OF TAXES
under the provisions of SDCL 10-18-1
TO THE BOARD OF COUNTY COMMISSIONERS OF CODINGTON COUNTY, SOUTH DAKOTA

FILED
JAN 27 2025

CODINGTON COUNTY AUDITOR

NAME [REDACTED]
MAILING ADDRESS [REDACTED]
CITY WATERTOWN STATE SD ZIP CODE 57201
Record # 6339 Legal Description of Property E58' OL 24 AUDITOR'S PLAT 32-117-52
PROPERTY ADDRESS 1201 1ST AVE NE

Application for an abatement / refund of taxes if being presented due to the following reason (check applicable provision).

- ☐ An error has been made in any identifying entry of description of the real property; in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;
- ☐ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;
- ☒ The complainant or the property is exempt from the tax;
- ☐ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessment;
- ☐ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;
- ☐ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.
- ☐ A loss occurred because of flood, fire, storm, or other unavoidable casualty;
Date of Loss _____
- ☐ Structures have been removed after the assessment date (upon verification by the director of equalization),
Date structures removed _____
- ☐ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4.
- ☐ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.
- ☐ Other / Comments _____

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

BRITNEY FRIESE
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

I hereby apply for an abatement / refund of property taxes for the above reasons.
[REDACTED]
Applicant's Signature

Subscribed and sworn to, before me this 15 day of January, 2025.
Britney Friese
Notary / Auditor / Deputy Auditor / Director of Equalization

Date received in the County Auditor's Office	<u>1/28/2025</u>	Received by	<u>C. Feldmeyer</u>
Taxes due in	<u>2025</u>	Total Taxable Value	<u>210,865</u>
		Total Taxes Due	<u>2270.58</u>
Tax levy	<u>10.768</u>	Property classification	<u>00</u>
Taxable Value Abated	<u>35,144</u>	Amount Abated	<u>378.42</u>
		Amount Refunded	_____

Records have been checked and it was found that property was purchased ~~was~~
by a Tax Exempt Entity on 11-14-24 and should
have 2 months tax abated.

I (do) do not recommend that this abatement or refund be allowed.

James Gust
ASSESSING OFFICER

Approved by authority of Subdivision
of SDCL-10-18-6.

City of _____

Dated _____, 20____

Mayor.

Rejected: _____

Reasons: _____

Dated _____, 20____

Mayor.

Applicant advised of action by notice dated

_____, 20____.

City Auditor.

Approved by authority of Subdivision
of SDCL-10-18-1.

Dated _____, 20____

Chairman County Board.

Rejected: _____

Reasons: _____

Dated _____, 20____

Chairman County Board.

Applicant advised of action by notice dated

_____, 20____.

County Auditor.

No. _____

APPLICATION FOR
ABATEMENT OR REFUND

of

Mr. _____

P.O. _____

OFFICE OF COUNTY AUDITOR

Codington County

Received and filed in my office on

_____, 20____.

County Auditor.

By _____

Deputy.

APPLICATION FOR ABATEMENT OR REFUND OF TAXES
under the provisions of SDCL 10-18-1
TO THE BOARD OF COUNTY COMMISSIONERS OF CODINGTON COUNTY, SOUTH DAKOTA

CODINGTON COUNTY AUDITOR

NAME [REDACTED]
MAILING ADDRESS [REDACTED]
CITY Watertown STATE SD ZIP CODE 57201
Record # 7297 Legal Description of Property lots 153-154 Fairfax Addl

Application for an abatement / refund of taxes if being presented due to the following reason (check applicable provision).

- ☒ An error has been made in any identifying entry of description of the real property; in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;
- ☐ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;
- ☐ The complainant or the property is exempt from the tax;
- ☐ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessment;
- ☐ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;
- ☐ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.
- ☐ A loss occurred because of flood, fire, storm, or other unavoidable casualty;
Date of Loss _____
- ☐ Structures have been removed after the assessment date (upon verification by the director of equalization),
Date structures removed _____
- ☐ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4.
- ☐ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.
- ☐ Other / Comments _____

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons. Subscribed and sworn to, before me this 22 day of JANUARY 2025.

[REDACTED] K. HANTEN

Notary Public

SEAL

Notary / Auditor / Deputy Auditor / Director of Equalization

Commission Expires April 24, 2030

Date received in the County Auditor's Office 1/27/2025 Received by C. J. [REDACTED]

Taxes due in 2025 Total Taxable Value 182,843 Total Taxes Due 1968.86

Tax levy 10.768 Property classification 00

Taxable Value Abated 144,600 Amount Abated 1,557.06 Amount Refunded _____

Records have been checked and it was found that this property qualified for
an assessment program but was missed.

I (do) do not recommend that this abatement or refund be allowed.

Shaun Costa
ASSESSING OFFICER

Approved by authority of Subdivision
of SDCL-10-18-6.

City of _____
Dated _____, 20____

Mayor.
Rejected: _____
Reasons: _____

Dated _____, 20____

Mayor.
Applicant advised of action by notice dated
_____, 20____.

City Auditor.

Approved by authority of Subdivision
of SDCL-10-18-1.

Dated _____, 20____

Chairman County Board.
Rejected: _____
Reasons: _____

Dated _____, 20____

Chairman County Board.
Applicant advised of action by notice dated
_____, 20____.

County Auditor.

No. _____
APPLICATION FOR
ABATEMENT OR REFUND
of
Mr. _____
P.O. _____

OFFICE OF COUNTY AUDITOR
Coddington County
Received and filed in my office on
_____, 20____.

County Auditor.
By _____ Deputy.



City Council

Agenda Item

Subject: Authorization to accept \$35,250.00 from the Attorney General's Drug Buy Fund to purchase a DART Max Advanced Training Simulator

Meeting: City Council - Feb 03 2025

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

BACKGROUND INFORMATION:

The Attorney General's Office will issue the city a \$35,250.00 check to purchase the DART Training Simulator.

FINANCIAL CONSIDERATIONS:

There is no budget impact. The AG's Office will issue the city a check for the full purchase amount.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the authorization for the WPD to accept \$35,250.00 from the Attorney General's Drug Buy Fund to purchase a DART Max Advanced Training Simulator

ATTACHMENT(S):

[Justification for DARTfinal](#)

[DART MAX Quote](#) [Additional Info](#)

[DART-MAX-Brochure](#)

Proposal for Acquiring a DART Simulator for the Watertown Police Department

Purpose: To enhance the training, preparedness, and operational effectiveness of the police department by acquiring a Dynamic Advanced Response Training (DART) simulator.

Background

The modern law enforcement landscape requires officers to respond to increasingly complex scenarios with precision and judgment. While traditional training methods remain valuable, they have limitations in scope, adaptability, and accessibility. The DART MAX simulator addresses these gaps by offering realistic, scenario-based training that prepares officers for the challenges of today's policing.

Key Benefits of the DART MAX Simulator:

1. Enhanced Training Opportunities

- a. DART MAX features hyper-realistic 3D visuals, human characters with customizable behaviors, and dynamic scenarios replicating real-life situations. This level of engagement enhances decision-making, stress management, and skill acquisition.
- b. The simulator allows practice in de-escalation techniques and proper use-of-force protocols.
- c. Officers can practice in environments resembling their fieldwork, including active shooter incidents, mental health crises, and domestic disputes, which fosters better preparedness.
- d. Its compact design and portable case (24x16x10 inches) allow DART MAX to be set up virtually anywhere. South Dakota's harsh weather conditions, including extreme cold, snow, and high winds, often limit outdoor training opportunities. The DART simulator trains officers year-round in a climate-controlled environment, ensuring consistent and uninterrupted preparation.

2. Cost-Effective Long-Term Solution

- a. Reduces reliance on live training exercises, lowering ammunition, vehicle usage, personnel overtime, and live fire range logistics costs.
- b. A one-time investment in the simulator provides ongoing, reusable training opportunities with minimal recurring costs.

3. Customizable Training Content

- a. The included MAX Studio software allows for creating mission-specific drills and scenarios, providing tailored training solutions. Officers can rehearse evolving threats and situations, ensuring training remains relevant and effective.

4. Improved Officer and Community Safety

- a. Regular exposure to dynamic scenarios enhances officer performance, reducing the risk of errors in real-world situations.
 - b. Proper training in de-escalation and use of force minimizes incidents that could result in injuries or liability claims.
- 5. **Alignment with Community Expectations**
 - a. Demonstrates the department's commitment to transparency, accountability, and non-lethal conflict resolution.
 - b. Builds public trust by prioritizing training that emphasizes de-escalation and community safety.
- 6. **Recruitment and Retention**
 - a. Access to advanced training technology makes the department more attractive to potential recruits.
 - b. Current officers benefit from career development opportunities, improving job satisfaction and retention rates.
- 7. **Supporting Accreditation and Risk Mitigation**
 - a. The simulator facilitates documentation of comprehensive training programs.
 - b. Regular exposure to realistic simulations minimizes errors in the field, reducing the risk of injuries and liability claims. The simulator emphasizes de-escalation techniques and appropriate use of force, aligning with community expectations for transparency and accountability
- 8. **Multi-Agency Collaboration**
 - a. The simulator can be shared with neighboring agencies, fostering inter-agency training and cost-sharing opportunities.
 - b. Joint training improves coordination during mutual aid responses.
- 9. **Adaptability to Evolving Threats**
 - a. The DART simulator prepares the department for emerging threats, such as active shooters, cyber-related crimes, and other critical incidents.
- 10. **Technological Superiority Over Competitors:**
 - a. Unlike traditional video-based systems, DART MAX employs 3D technology that offers unlimited interactivity, varied scenarios, and unpredictable character behaviors. This ensures repeated training value and fosters comprehensive learning.
 - b. The system supports multiple weapons and trainee lanes, enhancing its versatility for group and individual training.

Total Cost

The total cost of acquiring the DART simulator is **\$35,250**.

Conclusion

Investing in a DART simulator demonstrates the department's commitment to excellence in officer training, community safety, and public trust. This cutting-edge tool will not only enhance the skills of our officers but also serve as a long-term, cost-effective solution to the challenges of modern policing. By prioritizing advanced training methods, the department is a leader in progressive and accountable law enforcement practices.



Thank you for considering upgrading your department's training capabilities with DART MAX. Attached is the quote requested.

With over 30 years of experience in the simulation training industry, Digimation (the creator of DART and DART MAX) is excited to lead the revolution in advancing firearms simulation and training technology.

DART MAX offers unparalleled, next-generation digital training options and resources for your department to use as often as needed.

To become a master at any skill, one must practice repeatedly in a safe and resource-rich environment. DART MAX provides that environment.

With DART MAX, you have access to a wealth of digital training resources that surpass what millions of dollars in traditional training can offer. More resources, more capabilities, more options, more control, more training in less time – at a lower cost.

DART MAX unlocks the potential of your training cadre, enabling officers to learn, practice, and improve on skill sets that were previously difficult or nearly impossible to train to effectively.

Thank you for choosing DART MAX and for your ongoing commitment to enhancing training within your department and beyond.

As a continued support in your efforts, DART provides online training and software updates free of charge.

Thank you for what you do.

A handwritten signature in black ink, appearing to read "Dave Nielsen", is positioned above the contact information.

Dave Nielsen – Vice President | Sales
Digimation | DART | (407) 833-0600 | daven@dartrange.com



From:

Remit Payment To | checks payable to "Digimation"
Digimation | DART Range
1705 W. Lake Mary Blvd.
Lake Mary, Florida 32746
(407) 833-0600
Federal Tax ID 72-126 2714

Quote Number	1747-7168
Quote Date	November 27, 2024
Valid Until	March 31, 2025
Total	\$35,250.00

To:

Watertown Police Department
128 N. Maple St.
Watertown, SD 57201
mhegg@watertownpd.com

Hrs/Qty	Service	Rate/Price	Sub Total
1	DART MAX *Discounted \$3,000.00 below* DM100 Includes laptop computer, HD short-throw projector, speaker, USB camera w/tripod, hard case, and Range software.	\$27,950.00	\$27,950.00
1	MAX Studio *Discounted \$5,350.00 below* DM051 Software with enhanced capabilities for creating scenario-type situations using realistic TruTargets.	\$8,950.00	\$8,950.00
2	GLOCK 17-style IR laser training pistol DA122 GLOCK 17 Gen5-style IR laser training weapon (115)	\$850.00	\$1,700.00
4	GLOCK 17-style spare mag for IR pistol DA123 GLOCK 17 Gen5-style spare mag (115 TM)	\$50.00	\$200.00
2	Blackbeard AR-15 Conversion Kit Conversion kit for AR-15 rifle. Only for gas-operated systems.	\$500.00	\$1,000.00
1	Pistol Drills for MAX *Discounted \$500.00 below* DM061 Assorted pistol drills	\$500.00	\$500.00
1	Reactive Range Course Pack *Discounted \$500.00 below* DM063 Reactive range courses	\$500.00	\$500.00
1	Traffic Stop for MAX *Discounted \$500.00 below* DM062 Video-based traffic stop scenarios.	\$500.00	\$500.00
2	Recoil-Enabled Training Pistol - GLOCK 45 GLOCK 45-style blowback pistol. Green gas-operated with real drop-in barrel & vibration-activated SureStrike cartridge (IR) **Special Order Item. Extended Delivery**	\$950.00	\$1,900.00
2	X2 Taser X2 Taser IR Laser Training Device	\$850.00	\$1,700.00
1	Shipping UPS Ground	\$200.00	\$200.00

Sub Total	\$45,100.00
Tax	\$0.00
Discount	-\$9,850.00
Total	\$35,250.00



Questions? Contact Dave Nielsen at daven@dartrange.com or (407) 833-0600.

FREE DART Technical Training offered in Lake Mary, Florida (within 1 year of purchase)

7% sales tax for all Florida businesses without tax-exempt status.

****3% processing fee will be added for credit card payments****

DART MAX

DART MAX™ simulated firearms training provides a realistic, flexible, and cost-effective approach to developing, improving, and maintaining firearm proficiency and decision making skills.

The need for innovation in simulation training.

For decades, simulation training has proven to be an effective, cost-efficient way to improve firearm proficiency and critical decision making skills. It is also highly regarded as a way to experience and learn from life-threatening situations in a safe environment.

Yet, simulation systems themselves have changed very little since they were first introduced. For the past forty years, simulators have remained large, expensive, and based on outdated video technology. This lack of innovation has kept simulation training out of the hands of a majority of those who could benefit from it.

Introducing the future of firearms training.

DART MAX brings advanced simulation training to law enforcement and military personnel by offering features you would expect from more expensive systems; including multiple lanes, shooters, and weapons - but at a price that is surprisingly lower.

But DART MAX goes much further than affordability by introducing capabilities not found anywhere else. We invite you to compare the technology behind MAX, the number of training options available, its advanced courseware authoring, and realism with any other simulator at any price.

Accessible training is the key to frequency.

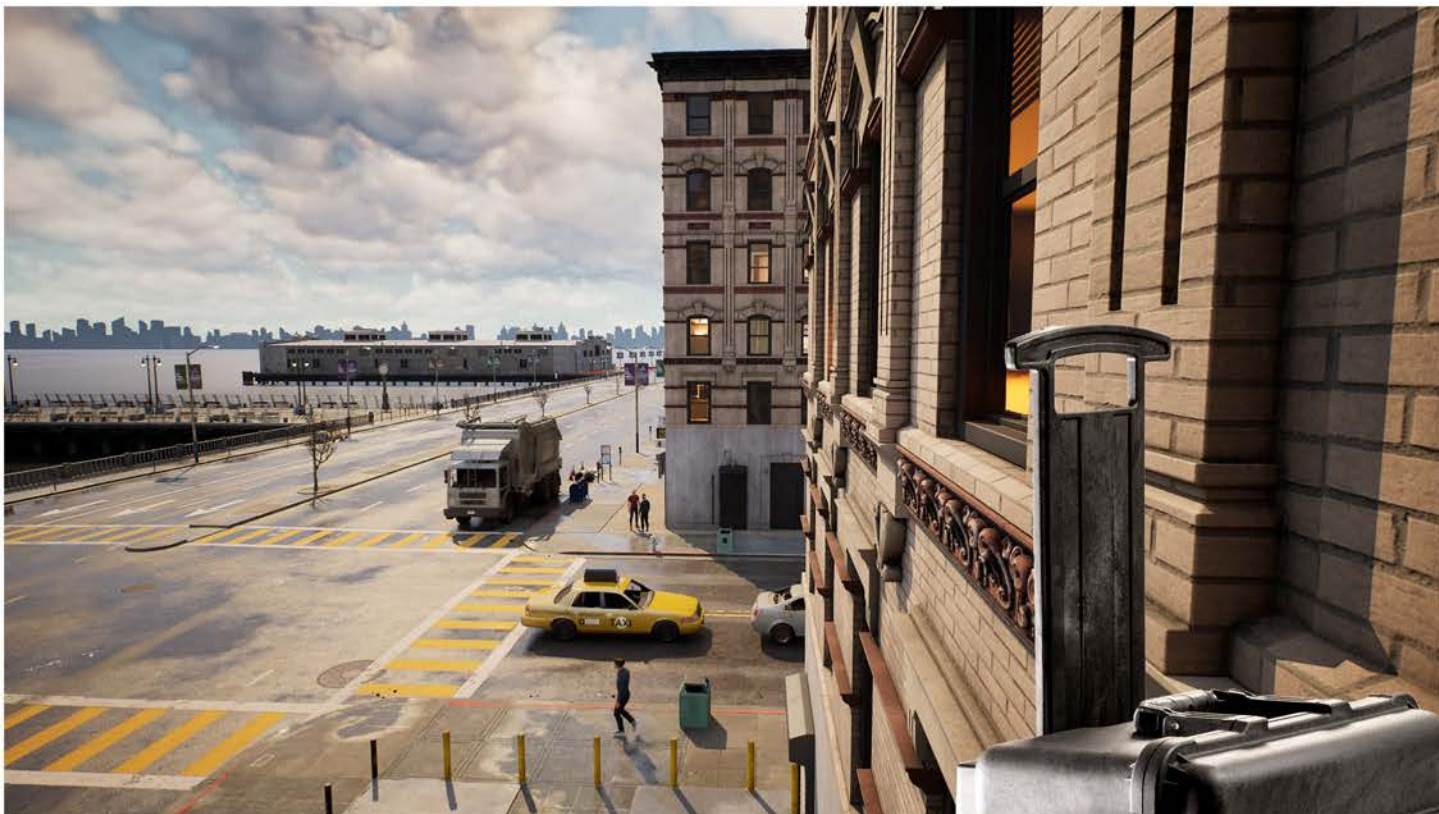
Firearms and related skills can only be developed through frequent and effective training, but that can't occur if a simulation system is too large, too expensive, or too complex to use. DART MAX eliminates these barriers to frequent use that are inherent in traditional simulation training.

Portable. DART MAX requires very little space, so it can transform virtually any room into a training center and move easily between locations.

Affordable. The main deterrent to simulation training has always been the cost of ownership, so DART MAX is reasonably priced and budget-friendly.

Easy. In the past, simulators were well known for being difficult to learn and use. DART MAX is intuitively designed so setup and use are easy.

Versatile. Legacy simulators based on older video technology did not lend themselves to repeat training. DART MAX incorporates more training options so that lessons are always fresh. In addition, MAX's powerful, courseware authoring allows you to tailor training content to the specific needs of your team. This encourages frequent training and leads to better-prepared individuals.



DART MAX offers the most realistic visuals ever created for a firearms training simulator.

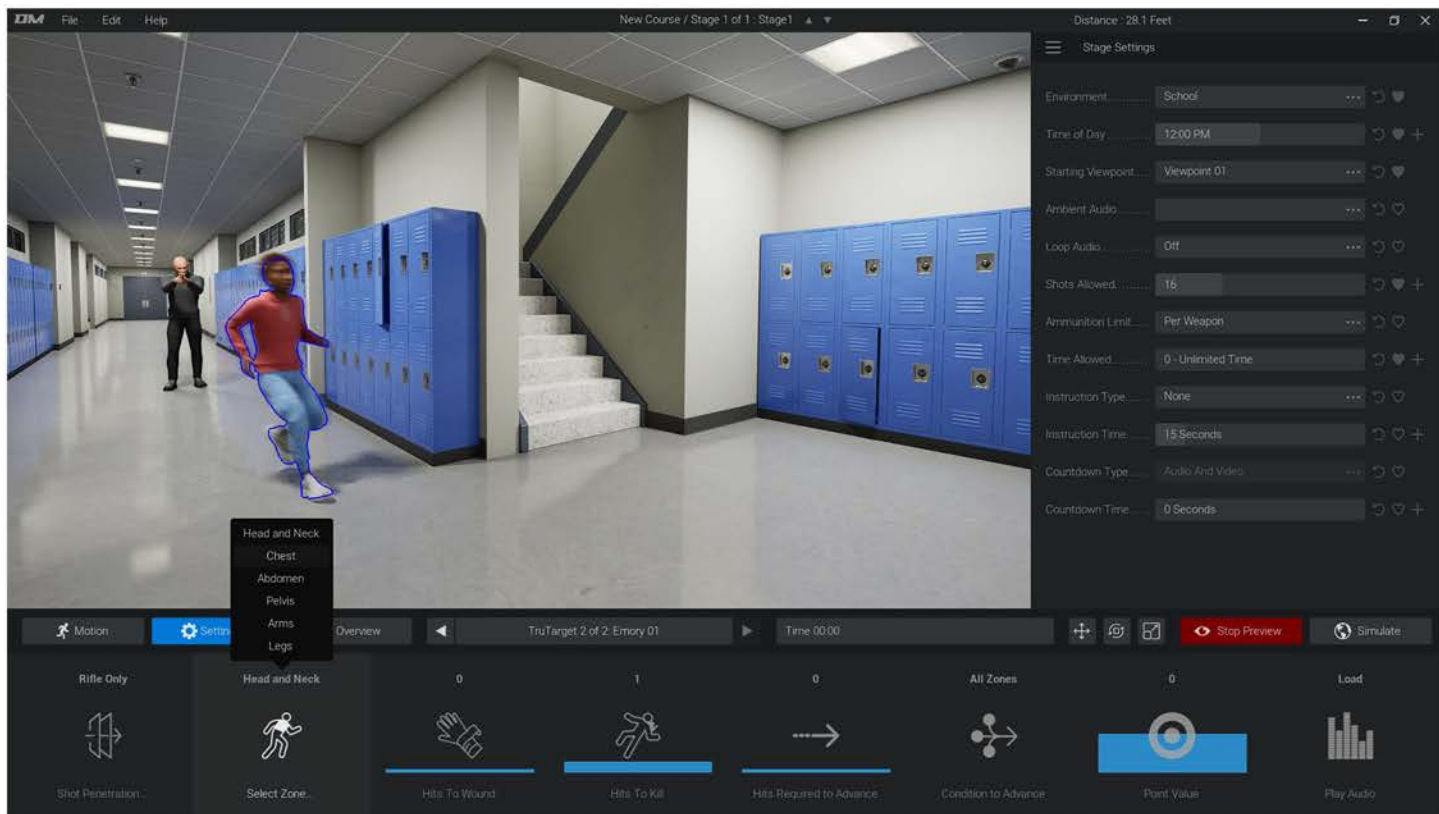
Portable, Affordable, and Easy to Use

DART MAX comes packaged in a single 24x16x10 inch case, which is exceptionally easy to transport and stow. The simulator can be set up virtually anywhere, which increases accessibility. As training accessibility increases, so does usage.

A complete DART MAX system costs less than \$30,000, and software updates and technical support are always free. And since the availability and cost of ammunition are no longer limiting factors, your officers can practice more often. Training frequency increases while training costs decrease.

Of course, all of this doesn't mean a thing if the system is too difficult to learn and use, which is why we made DART MAX simple enough for a single individual to use - without the need for a dedicated system admin.





Every human character in a course or scenario can be assigned it's own behaviors and mortality parameters.

What a Simulator is Supposed To Do

An important part of a training simulator's job is to simulate real-life situations and environments as accurately as possible. Realistic and immersive visuals capture the attention of trainees and keeps them engaged, which is essential for maintaining focus throughout training. Not only does this lead to better retention and skill development, but a high degree of realism can also evoke an emotional response. This type of engagement helps trainees learn how to manage stress, make decisions under pressure, and handle their emotions effectively.

These are just some of the reasons that we focused on making DART MAX the most realistic training simulator ever developed. More realistic than VR. More realistic than video.

That's because realism in DART MAX extends past visual fidelity to include behaviors, actions, and reactions. Consider a scenario in which an armed suspect begins firing at you. In a typical video-based system, if you shoot the suspect (anywhere) they'll die. But is that realistic?

In DART MAX, human characters can react and respond in a number of ways. A single hit might stop the suspect - or maybe it won't.

A shot to the leg may cause the suspect to attempt to retreat, slow down, or give up. A single shot to the pelvis can be set to bring a subject down, where a hit to the chest may not. These rules can be purposely set or randomly assigned so that trainees cannot predict how a situation will unfold - even after running the same course multiple times.

The result is a simulation that is much more realistic and comparable to what a trainee may actually experience.

And isn't that what a simulator is supposed to do?





DART MAX is the most realistic virtual firing range available.

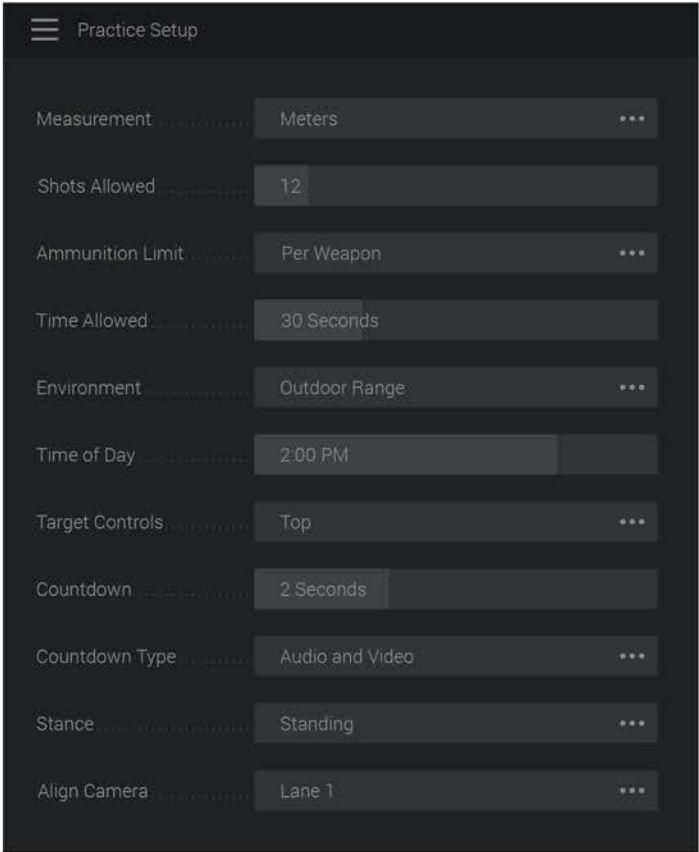
The Range was Never Like This

Traditional ranges are an important part of learning and developing firearm skills, but even the most sophisticated ranges have limitations that prevent them from being used to practice many critical skills.

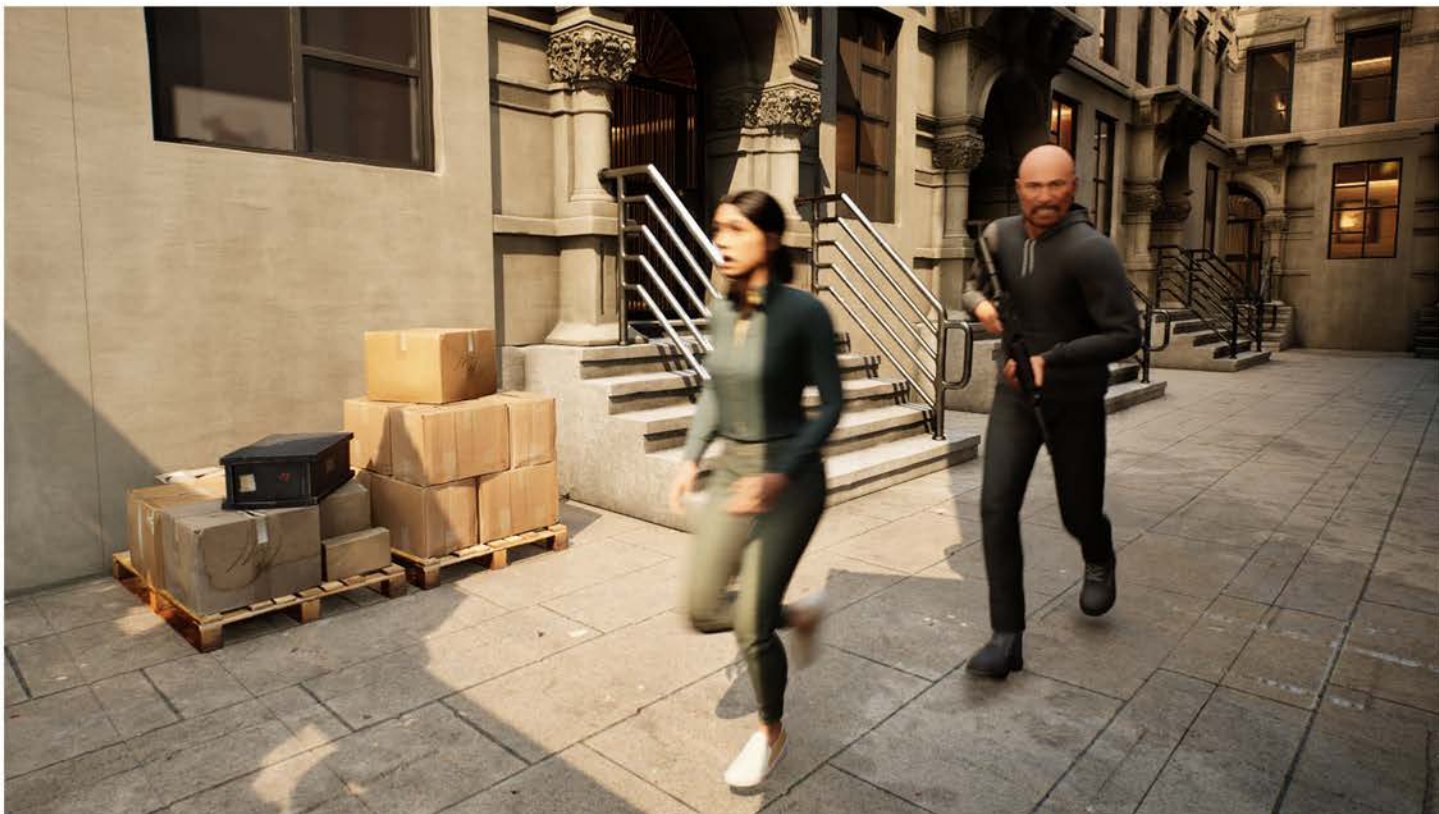
The types of targets are limited and they move little, if at all. Perhaps of most concern is that the shooter’s movement is highly restricted, which may actually run counter to what an officer or warfighter should do in case of a life-threatening situation.

DART MAX brings the world’s most versatile firing range inside your building. Not only does it provide a high degree of visual fidelity, it encourages trainees to move, take cover, and respond to threats as they would if the circumstances were real.

- Up to six lanes, shooters, and weapons at once
- Virtually unlimited target options including traditional flat targets, 3D reactive targets, TruTargets™ (realistic people), video, and more.
- Any number of targets can be used - each with unrestricted movement and custom behaviors.
- Up to 15 hit zones per target with settings for start times, hits to fall, reset time, scoring, audio, and more.



DART MAX makes it easy to setup and run quick practice sessions. Set limits for time and ammunition. Pick an environment and time of day, and drag in a selection of targets - from familiar 2D silhouettes to reactive 3D targets.



TruTargets are both realistic and intelligent, with the ability to respond to action within and outside the simulation.

Advanced Courseware Creation

Training needs change and evolve over time – and so should your training content. With changing mission goals and regulations, training priorities can shift quickly. That's why DART MAX was designed with custom drill and course creation in mind.

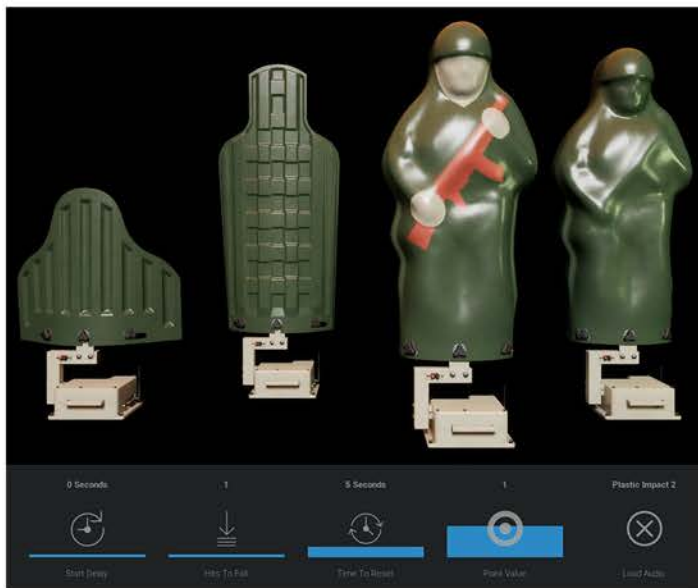
With MAX, you're able to create effective courseware and drills targeted specifically to your needs. Plus, MAX is the only simulator that makes it easy to share courses and training content with others.

Maximum Training Options

DART MAX is the first simulator to combine hyper-realistic 3D graphics *and* video in one immersive training environment. This allows DART MAX courseware to contain any combination of these elements:

- 2D Targets (traditional paper and silhouette targets)
- 3D Targets
- Reactive Targets (poppers, Texas stars, Ivans, etc.)
- Smart Targets™ (targets with embedded AI that make course creation even easier)
- TruTargets™ (the most realistic people you'll encounter in a firearms simulator)
- Video Scenarios (full screen video)
- Video Targets (innovative video clips of people with selectable poses, movement, and behaviors)
- 3D Environments (realistic indoor and outdoor locations)
- 3D Props, Lights, and Cameras

Simply put, it's easy to create scenarios and drills in DART MAX that would be impossible on any other system, and laser focused on the skill and proficiency level you are training to. This means trainees who are more engaged in their training and thus better prepared for the challenges of the job.





DART Red Fire works with third-party products like the SKIFTECH tactical vest and Scorpion shock band to simulate gun fire from characters within the simulation.

Push Your Training Even Further with Red Fire™

DART Red Fire is an optional accessory for DART MAX that can activate compatible third-party devices - such as a lightweight tactical vest worn by the shooter - when predefined events, like gun fire, happen in the simulation.



SKIFTECH

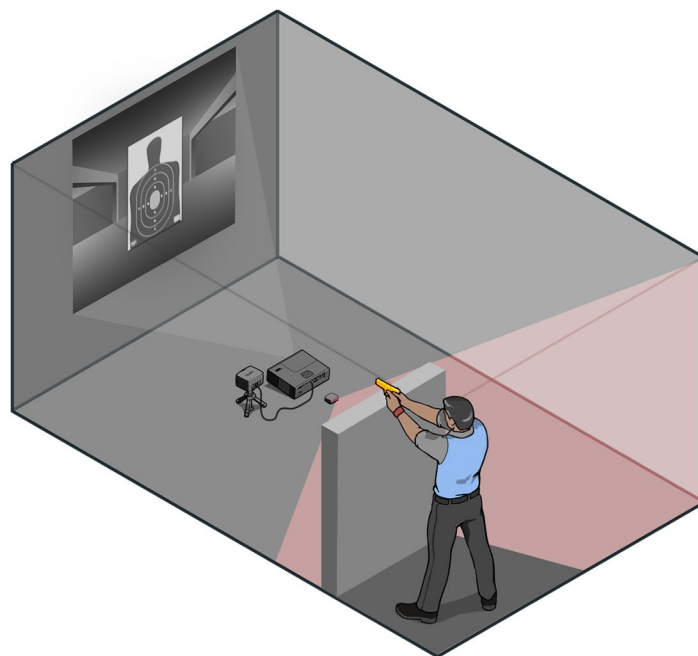
The SKIFTECH tactical vest fits comfortably over a trainee's outfit and uses multiple sensors to capture hits from simulated gunfire or explosions.

The SKIFTECH stress band adds even more realism to your training by creating a physical stimulus when a trainee is "shot". The stress band is a safe way to bring stress-based training to DART MAX courses.



Cover Training

In wide mode, Red Fire can use a sensor vest to detect a room-wide "shot" that will activate unless the trainee is behind cover.



Contact Information

dartrange.com
hello@dartrange.com
(407) 833-0600



Highly Trained. Always Ready.™

dartrange.com • hello@dartrange.com • (407) 833-0600

DART MAX™ Firearms Training Simulator

Simulation training has proven to be an effective tool for providing more frequent, more intense weapons training without the cost, logistic problems, or safety concerns of a live-fire range. DART MAX includes all of the capabilities you would expect in a premier firearm simulator, such as support for multiple weapons and shooters, and adds features not found in any competing system.

Included Hardware

DART MAX is built around the leading edge of simulation hardware. It's portable but powerful. Easy to setup, use, and transport.

- Laptop computer optimized for 3D
- OptiTrack® shot tracking camera
- Short throw laser projector
- Wireless mouse
- Speaker
- Wheeled hard case
- One-year warranty

*An optional 13x7 foot projection screen is available but not required if adequate light-colored wall space is available.

Included Software

DART MAX runs the most realistic drills, courses, and full scenarios ever seen on a firearm simulator.

- Unmatched realism.
- Use multiple target types including 3D targets, flat targets, reactive targets with physics and movement, TruTargets™ (realistic human characters), Smart Targets™ (targets with embedded behaviors and motion), video scenarios, and video targets.
- Edit and save your own 3D targets, flat targets, and reactive targets with MAX Editor™ (included).
- Up to 6 lanes.
- Support for multiple weapons (recoil or non-recoil) including pistols, rifles, shotguns, and tasers.
- Can be controlled by a trainer/system admin at the computer or run without admin assistance.
- Run courses created in MAX Creator and MAX Studio.
- Realtime shot feedback.
- Quick and easy system calibration.
- Point of aim tracing.
- Detailed after-action review.

MAX Creator™ Software (optional)

MAX Creator allows you to create drills and courses of fire with multiple stages, each with their own targets, rules, and conditions.

- More than 100 real-world targets.
- Photo-realistic environments with adjustable time-of-day lighting.
- Realistic 3D props, lighting, and movable cameras.
- Easy to use motion paths can be applied to any target or scene object.
- Create drills and courses that use the DART Red Fire™ controller.
- Export and share your custom courses with other MAX users.

MAX Studio™ Software (optional)

MAX Studio contains all of the features found in MAX Creator and adds enhanced capabilities suitable for creating scenario that can combine realistic 3D people, 3D environments, and video.

- Object behaviors that use triggers and actions to control the motion and decision making of targets and other scene objects. Behaviors can be randomized for unpredictability.
- TruTargets™ - highly realistic 3D human characters with definable mortality, variable weapons, and poses.
- Smart Targets™ - create and save targets with embedded motion and behaviors - making course creation even easier.
- Enhanced environments including a school and various outdoor areas.
- Video targets - innovative video characters that fully interact with the 3D environment with controllable poses.
- Branching video scenarios can be used and are fully integrated in the 3D environment.

DART Red Fire™ (optional)

The Red Fire controller can activate compatible third-party devices in the real world when predefined events happen inside a simulation. This allows you to combine elements from both the virtual and real worlds in your training sessions. For example, it may be used to trigger the lights on a tactical vest when a shot is fired from a target or subject within the simulator.

DART MAX v. Competing Systems

Hardware

DART MAX uses the same hardware found in competing simulation systems including a computer, shot detection camera, projector, and projection screen.

- **Computer.** DART MAX uses high-end gaming laptops. We will continue to update our selection as new technology comes online.
- **Camera.** DART MAX uses the same OptiTrack cameras used in virtually all other firearm simulators. The camera is the component responsible for detecting and differentiating lasers from multiple weapons.
- **Projector.** DART uses short-throw, laser-based, projectors. DART MAX's native resolution of 1920x1080 is generally the same, or higher, as that found on other systems.

Laser Training Weapons

DART MAX is compatible with many of the same recoil and non-recoil laser training weapons used with competing systems including weapons manufactured by [Dvorak Instruments](#), [Next Level Training](#) (SIRT), [Hapttech](#), [Smart Firearms](#), and [Laser Ammo](#).

VirTra and InVeris manufacture their own weapons insert kits that allow the trainer to simulate a jam and control the number of shots fired. These smart weapons are very expensive. An M4 conversion kit from VirTra (which does not include the rifle itself) sells for \$7,571 on GSA (the lowest price available). The magazine alone sells for \$2,080 and you must purchase an air refill station and adapter plate for \$4,441 air refill station. A set of one smart rifle, a pistol, and extra magazines costs approximately \$20,000.

Programmable weapons from Smart Firearms offer some of these same features for a lot less.

Other companies offer several non-lethal weapons and accessories such as [OC spray canisters](#) (\$2,184 each), flashlights, and heavy weapons. DART MAX does not support these accessories currently.

Shoot Back Device

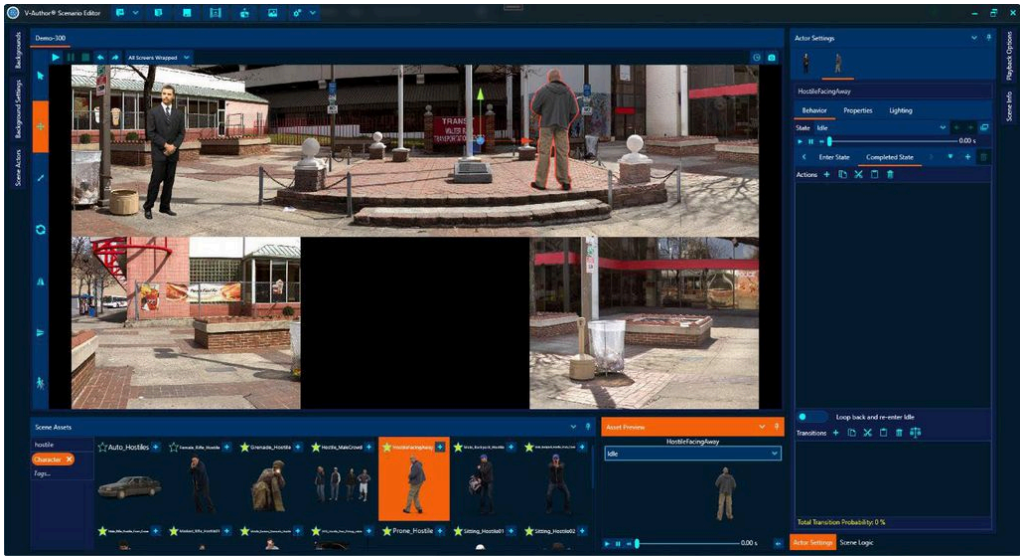
DART MAX is compatible with the Red Fire system which includes a laser-sensing vest and shock band. VirTra offers a Threat-Fire device (\$3,068) that can shock the trainee, but it has limitations. For example, it does not come with a vest that provides visual feedback of a hit, and it must be triggered by the instructor. Compare this to Red Fire, which is triggered automatically by the simulation. As far as we know, outside of VirTra, no other system offers a similar pain-penalty device (although some systems still support shoot-back cannons that fire projectiles at the trainee). The patent for VirTra's [Threat-Fire](#) device will expire at the end of 2024 (maybe the end of 2025).

DART Red Fire is the most economical feedback system on the market and is the only feedback system that we know of that is completely driven by the simulation.

We hope to soon support the [AUFIRE](#) device that can incapacitate a trainee for an extremely realistic simulation of being shot.

Course Creation Software

No competing system has course creation software as realistic and feature-rich as MAX Studio. The closest comparable product would be VirTra V-Author software, which at one time, sold on GSA for \$55,000 (or \$75,000 if you want training), and has a small fraction of the power of Studio. V-Author allows the user to create scenarios with video cutouts (referred to in DART MAX as Video Targets), but it is a 2D system with all the limitations of 2D video.



V-Auther Scenario Editor

MAX Studio uses Video Targets™ **plus** flat targets, TruTargets™, AI Targets™, reactive targets, video scenarios, props, images, lights, timers, and cameras - all in a variety of realistic 3D environments. This allows video and 3D objects to work together with capabilities not available in any 2D video-based system.

Virtually all simulation systems allow basic target controls, such as distance and simple movement over time, but no other system combines the number of object types with movement and behaviors the way MAX does. This is important because better course creation software means better, more relevant, and effective courseware and training.

Visual Fidelity

No competing system has the visual fidelity and realism of DART MAX. The image on the left is a comparison between DART MAX and VirTra's VST-PRO-LE (base price \$80,000). The image on the right is a comparison between DART MAX and a photograph of an actual outdoor facility in [Grandview, Missouri](#).





Realism and Immersion

High visual fidelity creates a more immersive training environment that closely resembles real-world scenarios. Trainees can interact with lifelike surroundings, objects, and situations, allowing them to develop skills and make decisions as if they were in actual situations.

Engagement and Attention

Realistic and visually rich environments capture trainees' attention and keep them engaged. This engagement is essential for maintaining focus throughout training sessions, which leads to better information retention and skill development.

Emotional Engagement

Visual fidelity can evoke emotional responses similar to those experienced in real-life situations. This emotional engagement helps trainees learn how to manage stress, make decisions under pressure, and handle their emotions effectively.

Transfer of Learning

Training in visually accurate environments enhances the transfer of learning from simulations to real-world contexts. When trainees practice in environments that closely resemble their future tasks, they are better prepared to apply their skills effectively in actual situations.

Skill Acquisition

Visual cues are integral to learning and mastering certain skills. Visual fidelity enables trainees to practice skills that require precise visual recognition and coordination, such as medical procedures, equipment operation, and spatial awareness in aviation.

Visual fidelity in simulation training helps to create an authentic, engaging, and effective learning environment. It improves skill acquisition, decision-making, and emotional readiness, making trainees better prepared for the challenges they will face in the field.

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Multiple Screens

See the section on [Linking Multiple Simulators](#).

Explaining the Paradigm Shift

When people hear the term “firearm simulator” they will likely think of systems they have used in the past - namely video-based simulators.

We are asking our customers to change the way they think - a paradigm shift - about simulation training. In the past, the best simulators were large, complex, and expensive. That was true for so long, that people today may associate large and expensive as better. But thanks to innovations in technology, we are able to do what the larger systems do with much less space and much less money. Not only that, DART MAX does things that no other firearms simulator has ever done before.

Remember that markets and industries are driven by innovation. Innovation turned computers the size of rooms into something that fits in your pocket.

Consider the VCR.



When the VCR was introduced in 1975, it was large, complex, and expensive. Even the quality was mediocre. But thanks to advances in technology, VCRs got smaller, less expensive, and easier to use. Eventually, VCRs were displaced by DVDs, which were in turn displaced by streaming digital video.

You wouldn't say that a VCR from 1975 was better than digital video today just because it was larger and more expensive.

DART MAX Uses the Latest 3D Technology

The big five simulator companies continue to champion branching video technology, even though it was developed more than 40 years ago and has improved very little since then. This demonstration video from 13 years ago looks almost identical to something you would see today.

<https://www.youtube.com/watch?v=CuxIU66RFcw&t=2s>

This lack of innovation has kept training sub-optimal and prices high.

DART simulators use 3D, which has been rapidly evolving and will continue to improve over time. It solves most of the problems associated with video and offers new capabilities that are impossible with video.

- Characters and backgrounds are separate and can be easily repurposed
- Any number of threats can be on the screen at once
- The variety of interaction is virtually unlimited since computer graphics operate in real-time
- Easily move characters and content between stages and courses

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- Easily design custom courses and scenarios without filming or editing
- Isolating different parts of a CG target or human so that it responds to hits in different areas is automatic
- Scenarios can be different and random each time they are run, which means more repeat training value

Most importantly, DART is a hybrid platform, meaning that it can use CG characters and objects as well as video characters and objects. This is one of the largest advantages of the MAX platform over traditional video systems. DART can use CG and video together or independently. Video systems can use video and only video.

Key Takeaways

- 3D is a much better method of simulation training than video.
- Video hasn't changed in 35 years (with the exception of resolution).
- Which technology (3D or video) will bring more innovation over the next 5-10 years?
- Don't sink your department's resources into tech that is already obsolete.
- Virtually all military simulators are 3D based.

Video Systems Offer Questionable Training Value

**360° Video Inside VirTra's V-300 LE Simulator | Dog Encounter Training**

 Created by VirTra • Updated on Nov 22, 2019

#VirTra #360Video #Police Check out this 360 video inside our V-300 LE training simulator. This scenario shows the officer responding to a dispatch concerning an aggressive dog near a park where children are playing. Law enforcement dog...

 YouTube

Open preview



As you watch the scenario above, think about these questions (while the video is a VirTra scenario, it applies to all video-based systems). While watching the video you can move your mouse to look around the room.

- What do you really learn?
- What are the benefits of having five screens?
- How do any of the characters (man, woman, children, and dog) interact with the officer?
- Would there be any repeat value in running through this scenario multiple times?
- Could the lessons learned here be taught without spending \$300,000?

The Emperor's New Clothes

Scenarios like this illustrate why video simulations are akin to the emperor's new clothes.

Two swindlers arrive at the capital city of an emperor who spends lavishly on clothing at the expense of state matters. Posing as weavers, they offer to supply him with magnificent clothes that are invisible to those who are stupid or incompetent. The emperor hires them, and they set up looms and go to work. A succession of officials, and then the emperor himself, visit them to check their progress. Each sees that the looms are empty but pretends otherwise to avoid being thought a fool.

Finally, the weavers report that the emperor's suit is finished. They mime dressing him and he sets off in a procession before the whole city. The townsfolk uncomfortably go along with the pretense, not wanting to appear inept or stupid, until a child blurts out that the emperor is naked. The people then realize that everyone has been fooled.

Police chiefs and training officers want to believe that video training is magnificent because it costs hundreds of thousands of dollars and is the envy of other departments. But once you look past the five-screen exterior, you see that the value just isn't there.

Consider this comparison. System A shows you a video of a vehicle stop where some action takes place. After the student watches the video, he/she discusses it with the trainer and together they discuss options that could be employed should this happen in the field. The student can even practice those options while the video plays again. System B shows a video of the same incident, but at a critical

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juncture(s), the student can pull out a weapon and fire at someone on the screen. If the shot hits a subject, the video can automatically branch to another video that shows the subject being shot.

System A fits in a small case and costs \$10,000-\$30,000. System B requires a semi-permanent installation in a large room and costs \$100,000-\$300,000.

While there is no doubt that the branching behavior would be preferred, it's really a question of value. Is it worth \$90,000-\$270,000 more (not to mention the space required), for the branching?

And for all of their expense, branching video systems don't support frequent, repetitive training. They just don't. And they drain valuable training dollars from the budget.

While there is undoubtedly some learning that occurs, it isn't anything that can't be done better, faster, and cheaper in alternative ways.

Key Takeaways

- Although video branching is commonly used in simulators, they actually offer little in the way of interactive, repetitive training.
- There is no need to spend a hundred thousand dollars or more on a training simulator. In fact, doing so can be detrimental to the department.

Frequency Trumps Features (five screens, we're looking at you)

Skills are developed over time with frequent practice, so it's important to ask what simulator will provide the most frequent training. The answer is based, in part, on throughput.

Consider the simulator purchased by the Downers Grove police department in 2020, in which the cost of the system was spread across 13 departments and 689 officers according to the chart below.

	# Sworn	Year 1 Costs	Simulator Time (Days)	Annual Recurring Costs
Downers Grove	100	\$3,889.90	51.52	3,365.90
Addison	68	\$2,645.13	35.04	2,288.81
Bolingbrook	113	\$4,395.58	58.22	3,803.47
Oak Brook	41	\$1,594.86	21.12	1,380.02
Westmont	40	\$1,555.96	20.61	1,346.36
Lisle	38	\$1,478.16	19.58	1,279.04
Glen Ellyn	43	\$1,672.66	22.16	1,447.34
Crystal Lake	67	\$2,606.23	34.52	2,255.16
Carol Stream	68	\$2,645.13	35.04	2,288.81
Villa Park	42	\$1,633.76	21.64	1,413.68
Wood Dale	35	\$1,361.46	18.03	1,178.07
DuMey	14	\$544.59	7.21	471.23
Clarendon Hills	20	\$777.98	10.30	673.18
Total	689	\$26,801.38	355.00	\$23,191.08
Per Officer		\$38.90	0.52	\$33.66

According to the chart above, and assuming that the simulator and training admin are able to run without interruption for a whole year (unlikely), it will deliver a maximum of 355 training days. If no one misses their scheduled training day (also unlikely), this will result in a half day of training for each of the 689 officers per year. While the cost of under \$40 per officer might seem appealing, how many skills can be developed in a few hours each year?

If you had the goal of giving each of those 689 officers just 15 minutes of training per day (36 hours a year), you would need to purchase 8 simulators. With the big five, this would mean a cost of \$800,000-\$2,500,000 - and 8 large training rooms.

With DART MAX, the same amount of training could be accomplished for about \$250,000 - and in a lot less space, including smaller satellite locations. Which is better? A half-day of training on a video simulator each year, or 9 days of training on DART MAX?

Key Takeaways

- The cost and size of video-based simulators is often justified by spreading the expense over a large number of officers. The paradox is that having a large number of officers and a single simulator prevents anyone from receiving a significant number of

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training hours.

- Portable systems can be pushed out to the field instead of requiring officers to come to a centralized location.
- It's not just the cost per officer that should be considered - its the amount of training time each officer receives. Remember, the goal is to actually train the officer.

Relevant Content is King

The common phrase is "content is king", but we believe that "*relevant* content is king". Traditional simulators may come with hundreds of video scenarios, but how many truly address a department's training needs? Video scenarios are often outdated, irrelevant (featuring situations not likely to be encountered), or of questionable training value.

Here is a quote from VirTra...

"As training needs change and evolve with time, so should the content of your training. With new laws and media attention, training priorities and needed scenarios can shift quickly. Make sure that your training platform can keep up by either receiving annual updates or being able to download new content."

We believe that annual content updates are not nearly responsive enough. Nothing beats being able to create content instantly as the need arises.

DART MAX makes it possible to create courseware and skill drills targeted specifically to a department's needs with flat targets, people, props, lights, reactive targets, effects, video, and moving cameras. No other system offers anything close.

MAX takes behaviors (rules that control an object's actions) to the next level. Behaviors can determine if a suspect gives up, runs away, or attacks, and DART MAX allows unlimited behaviors. So, not only do characters look real, they act real as well. And behaviors can be applied to lights, cameras, non-human targets, and props – all of which are impossible in video-based simulators.

DART Studio is the most advanced course creation software for firearms simulation available anywhere at any price. The importance of being able to create your own training content cannot be overstated.

While video companies will hype the large library of video scenarios, the number of scenarios that are truly relevant to any particular department is less than the whole. And we believe that the ability to create your own content is ultimately much more valuable than hundreds of unchanging and unchangeable videos.

Key Takeaways

- A handful of interactive, tailored courses are better than dozens of outdated, irrelevant videos.
- DART MAX offers the most powerful course/scenario creation software ever developed for a firearms training simulator.
- Behaviors maximize the interactive nature of DART's 3D content and make it possible to develop courseware that would be impossible on any video-based system.

Digimation Supports Departments of All Sizes

DART offers different training solutions for departments and agencies of any size. Other companies may say this, but unless you have a turnkey solution that can be purchased for less than \$10,000, you are leaving out a large number of departments.

DART

The ultimate in portability and affordability.

It stands to reason that training that requires an officer to leave the building will not be used as much as training located within the building. That's why we made DART small enough to turn any space into a training center – eliminating one of the largest barriers to frequent training. DART is the most portable system available measuring just 6x5 inches.

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A complete DART system still costs less than \$10,000, while a well-equipped system with all the bells and whistles is under \$15,000.

Software updates are always free. And since the availability and cost of ammunition is no longer a limiting factor, your officers can practice more often. Training frequency increases while training costs decrease.

DART MAX

The next generation of firearms simulation training.

DART MAX is not simply an update to DART, rather it is a completely new system of both hardware and software that includes so many new features compared to DART that it would be difficult to list them all.

The most important aspects of the program can be remembered with the MAX acronym:

- More Training - support for multiple lanes, multiple shooters, and multiple weapons means more frequent and more effective training for more officers.
- Advanced Courseware - create courseware and drills targeted specifically to a department's needs by combining flat targets, people, props, 3D targets, and video.
- Xtreme Realism - the leading-edge visuals in DART MAX are unmatched by any simulator of its kind at any price.

Significant MAX Advantages

Technology

DART MAX uses the latest hardware and software technology for producing realistic, real-time computer graphics.

Our use of 3D technology compared to video-only systems continues to define the major difference in our approach to simulation training. Video-only systems are outdated and obsolete. They have two basic advantages to the user which are realism and a large number of video scenarios.

Now that DART MAX has bridged the realism gap (including human facial expressions), the advantage video simulator companies have been clinging to for years is fast becoming a non-issue (not to mention the fact that video realism has always suffered from bad acting, low-resolution, and unchangeable events).

Other simulators use 3D graphics to create range, marksmanship, and skill drill courseware however, they do not come close to matching the visual fidelity of DART MAX. A comparison between MAX and the most expensive simulators available shows a striking difference in realism.



Affordability

Even at the higher price point of DART MAX, the cost of a MAX system is at least 50% of competing systems. Compare MAX's \$30k price with \$60-\$100k for other single-screen systems.

Course Creation

MAX Studio is the most advanced course creation software for firearms simulation available anywhere at any price. The importance of being able to create and customize your own training content cannot be overstated.

While video companies will hype the large library of video scenarios, the number of scenarios that are truly relevant to any particular department is less than the whole. We believe that the ability to create your own content will ultimately be much more valuable than

hundreds of unchanging and unchangeable videos.

Realism

Brief: Realistic and immersive visuals capture the attention of students and keeps them engaged. This engagement is essential for maintaining focus throughout training, which leads to better retention and skill development.

The 3D graphics and visuals in DART MAX are unmatched by any simulator of its kind at any price. A significant amount of time has been spent focused on realism including visual fidelity, motion, and behaviors. Human characters in particular look and move realistically – including facial expressions. Why?

Realism and Immersion

High visual fidelity creates a more immersive training environment that closely resembles real-world scenarios. Trainees can interact with lifelike surroundings, objects, and situations, allowing them to develop skills and make decisions as if they were in actual situations.

Engagement and Attention

Realistic and visually rich environments capture trainees' attention and keep them engaged. This engagement is essential for maintaining focus throughout training sessions, which leads to better information retention and skill development.

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Visual fidelity can evoke emotional responses similar to those experienced in real-life situations. This emotional engagement helps trainees learn how to manage stress, make decisions under pressure, and handle their emotions effectively.

Transfer of Learning

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Skill Acquisition

Visual cues are integral to learning and mastering certain skills. Visual fidelity enables trainees to practice skills that require precise visual recognition and coordination, such as medical procedures, equipment operation, and spatial awareness in aviation.

In summary, visual fidelity in simulation training contributes to creating an authentic, engaging, and effective learning environment. It improves skill acquisition, decision-making, and emotional readiness, making trainees better prepared for the challenges they will face in the field.

Ease of Use

When we say “ease of use” it applies to many facets of using the simulator.

Setup and Calibration

Setup and calibration for DART MAX is similar to DART in that it is quick and easy, however, it is more accurate and does not require the glass filters used by DART.

Practice Sessions

MAX offers the ability to quickly create enhanced practice sessions, which can be easily done without a dedicated system administrator.

Creating Courseware

This is where we have a huge advantage over competing systems. Compared to created video courseware, which involves filming, compositing, and editing, MAX Studio is exceptionally easy. The new interface strikes a good balance between features and ease of use (normally the more features a program has, the more complex the UI is). In addition, features such as AI Targets, make it possible to create compelling content in a matter of minutes.

Linking Multiple Simulators

With Version 1.3, DART MAX supports networking multiple simulators. This will require a separate software package known as MAX Link. This approach is more flexible and cost-effective than conventional multiple-screen systems offered by our competitors.

i Only one copy of MAX Link is needed regardless of the number of systems that will be linked together. For example, if you want to connect six MAX systems, only the master system will need to run the MAX Link software.

Multiple Simulators vs. Multiple Screens

Almost all competing companies offer 1, 3, and 5-screen variants of their simulators. In the case of VirTra, there is a minimum \$50,000+ premium (approximate pricing) to move from a single-screen system to a 3-screen system, and an additional minimal \$50,000+ premium (approx.) to move from a 3-screen system to a 5-screen system. We imagine that systems from other companies have the same basic pricing structure.

Three and five-screen systems sometimes offer the “sizzle” without the “steak” in that they look impressive, but their reliance on video scenarios significantly limits their usefulness. In fact, VirTra’s past CEO stated that a key limitation of video-based simulators is that *“due to the complexity of filming each branching event, generally there can only be one threat presented on the screen at any one time”*.

With the release of Version 1.3, DART MAX will support the linking of multiple simulators. MAX systems are connected through a wireless network so that a course loaded on the primary system will run on all systems. There are many advantages to this.

1. **Unlimited Screens.** There is virtually no limit to the number of systems that can be connected. Where other systems are limited to five screens, MAX can go much higher.
2. **Greater Flexibility.** Competing systems are limited in their configuration. DART MAX screens can be positioned around a user (as VirTra does), lined up to form a long firing range (as the Army’s EST system does), or scattered throughout different rooms in a shoot-house configuration.
3. **Group Training.** With competing systems, all trainees share the same view (because simulations are video-based and filmed from a single-camera viewpoint). With MAX, each trainee can have his own view.
4. **Cost-Effective.** A multiple simulator MAX system costs half of competing systems with the same number of screens.
5. **Independent Simulators.** Simulators can be used together or as independent simulators.

Consider how a DART MAX five-sim system competes against the VirTra V-300.

- The MAX system costs significantly less.
- Screens can be positioned in any configuration (surround, inline range, shoot house, etc.) and can be moved without voiding the warranty. **Impossible with VirTra.**
- There is virtually no limit to the number of simulators that can be used. **VirTra is limited to five.**
- Screens can be widescreen (16:9) or full screen (4:3) aspect ratio (all screens must have the same aspect ratio). **VirTra systems are 4:3 only.**
- Each screen is a fully functional simulator. **Impossible with VirTra.**
- Train multiple officers with their own unique viewpoints (think a “tactical L” for example). They don’t even need to be in the same room. **Impossible with VirTra.**

Selling Against Competing Multi-Screen Systems

For decades, firearm training simulators have used multiple screens positioned around the trainee or placed side-by-side to create a more immersive experience or provide greater training throughput. However, conventional multi-screen simulators have remained relatively unchanged since their introduction. According to one well-known simulation company, enhancements to their multi-screen system over the past 15 years have included:

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- 4K video
- Short-throw projectors
- An updated truss system used to hang projectors from the ceiling

These modest improvements do little to improve the effectiveness or variety of training, nor do they address the limitations associated with conventional multi-screen simulators.

- Limited to either 3 or 5 screens
- Limited to a single circular configuration
- Cannot be moved by the customer
- Prohibitively expensive

Perhaps the greatest limitation of multi-screen systems is when they are used to display video-branching scenarios where the entire video cuts to a pre-determined sequence based on some event. Due to the complexity of filming each branching event, these scenarios are limited to one threat at a time, which means that only one screen can display a threat at any point in time.

DART MAX offers a modern approach to multi-screen simulations that eliminates the disadvantages of conventional systems.

- Any number of screens can be used. [NOTE: For simplicity in course creation, MAX 1.3 is limited to six systems, however, we can support virtually any number of systems if this is required by the customer.](#)
- Screens can be arranged by the end-user in any configuration including circular, straight, or disconnected shoot house.
- Less expensive than competing systems with the same number of screens.

One of the most significant advantages of MAX is the ability to have any number of threats on any number of screens concurrently. Together these advances make multi-screen training more versatile and effective.

Space Requirements

The table below shows the estimated space requirements for various multi-screen configurations.

Screens	Aspect Ratio	Configuration	Approx. Space Needed
1	Wide 16:9 (13x7)	Single	15' wide x 20' deep
2	Wide 16:9 (13x7)	Linear	30' wide x 25' deep
3	Wide 16:9 (13x7)	Linear	45' wide x 30' deep
3	Full 4:3 (10x7)	Surround	24' wide x 20' deep
5	Full 4:3 (10x7)	Surround	24' wide x 30' deep

Hardware Requirements

The customer must provide a wireless network.

Each DART MAX system is required to have its own screen. If the customer plans to use a circular or shoot house configuration, they should purchase full-screen 4:3 aspect ratio screens. If the customer wants a wide shooting range configuration and doesn't plan to reconfigure the screens in a circular or shoot house arrangement, they should purchase widescreen 16:9 aspect ratio screens.

Example Pricing

- DART MAX - \$29,950
- MAX Link - \$4,950
- Projection Screen - \$2,950 (required)

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Total Price - \$37,850

Based on this, a three-sim system would cost \$103,650 before weapons and installation. Compare this to \$180,000 for a VirTra three-screen system. A five-sim system would cost \$169,450 compared to \$300,000 for a five-screen VirTra system.

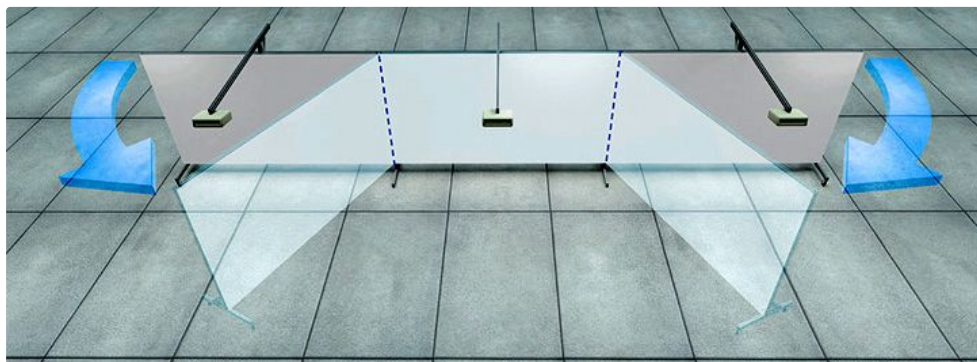
i The pricing above does not include courseware authoring, which costs \$9,950 for the MAX system and \$55,000 for the VirTra system.

Multi-Sim Installations

! This section is in flux because we are still working out screen hardware with the manufacturer.

Almost all multi-sim systems will use full-screen 4:3 aspect ratio projection screens. If a customer needs a wide shooting range type of environment and does not ever plan to use a circular or shoot house configuration, they can use wide-screen 16:9 aspect ratio screens.

Linear (range) and shoot house configurations can be set up in the conventional way with the projector on the floor and the camera placed behind the projector (Army EST style). However, for most configurations, we will offer a projector boom mount for \$500 (similar to the image below) that will keep the floor clear and eliminate the need for a more permanent ceiling mount installation. More info on this to follow.



i The MAX system does not use connected screens as shown above.

Cluster Rendering

DART MAX uses cluster rendering for multiple-screen displays. We believe that MAX is the first system to do this for the purpose of firearm simulation training.

Cluster rendering is a technique used in computer graphics to improve the performance and quality of rendering large and complex scenes. It works by dividing the rendering task into smaller parts, which are then processed simultaneously by multiple computers. This way, each computer handles a portion of the scene, and the results are combined to create the final image.

Advantages of Cluster Rendering:

1. **Increased Performance:** By distributing the workload across multiple computers, rendering times are significantly reduced, making it possible to handle more complex scenes efficiently.
2. **Scalability:** You can easily add more computers to the cluster to handle larger scenes or higher resolutions, allowing for virtually unlimited scalability.
3. **Higher Quality:** Each node can focus on a smaller part of the scene, which can lead to higher quality and more detailed images.
4. **Cost-Effective:** Using a cluster of standard computers can be more cost-effective than investing in a single, high-end machine.
5. **Flexibility:** Cluster rendering allows for more control over different parts of the scene, enabling fine-tuning and adjustments without affecting the entire image.

Modern Approach

One of our core messages is that DART MAX is a new type of simulator with many advantages compared to the old way of doing things. We highlight these differences by using the terms **Conventional** and **Modern** systems. In this section, we'll compare the conventional approach used by video-based simulators to the modern approach used by MAX in several key areas.

Multi-Sims vs. Multi-Screens

The conventional approach used complex hardware that required specialized knowledge to set up. Once set, screens could not be moved without voiding the system warranty.

The modern approach allows screens to be placed in any configuration and changed as needed. Screens can be positioned in a straight line, curved around the trainee, or dispersed throughout the training environment – even on separate floors. Imagine engaging with a threat at the bottom of a stairwell, then running up a flight of stairs to face another threat.

The conventional approach was limited to one threat at a time due to the complexity of filming branching events. This also made it virtually impossible to create multi-screen courseware.

The modern approach allows any number of threats on any number of screens at one time. Easy to use course authoring software allows anyone to create custom courseware using any number of screens.

The conventional approach powered all screens through a single computer system. If the computer went down, all screens went with it.

The modern approach is to link multiple systems together. This has the added benefit of allowing systems to be separated into their own independent simulators.

The conventional approach was limited to a single fixed viewpoint that could not be changed.

The modern approach allows multiple views. Imagine one trainee approaching a building from the front and another approaching from the side - each seeing the correct perspective.

The conventional approach was very expensive with multi-screen systems costing \$60,000 or more per screen.

The modern approach costs about a third of traditional multi-screen systems.

Other Important Considerations

Simulator companies often push the narrative that multi-screen systems offer more effective because they sell for 2-5 times more money, but there have not been any studies that we are aware of that show that multiple screen simulators improve training effectiveness.

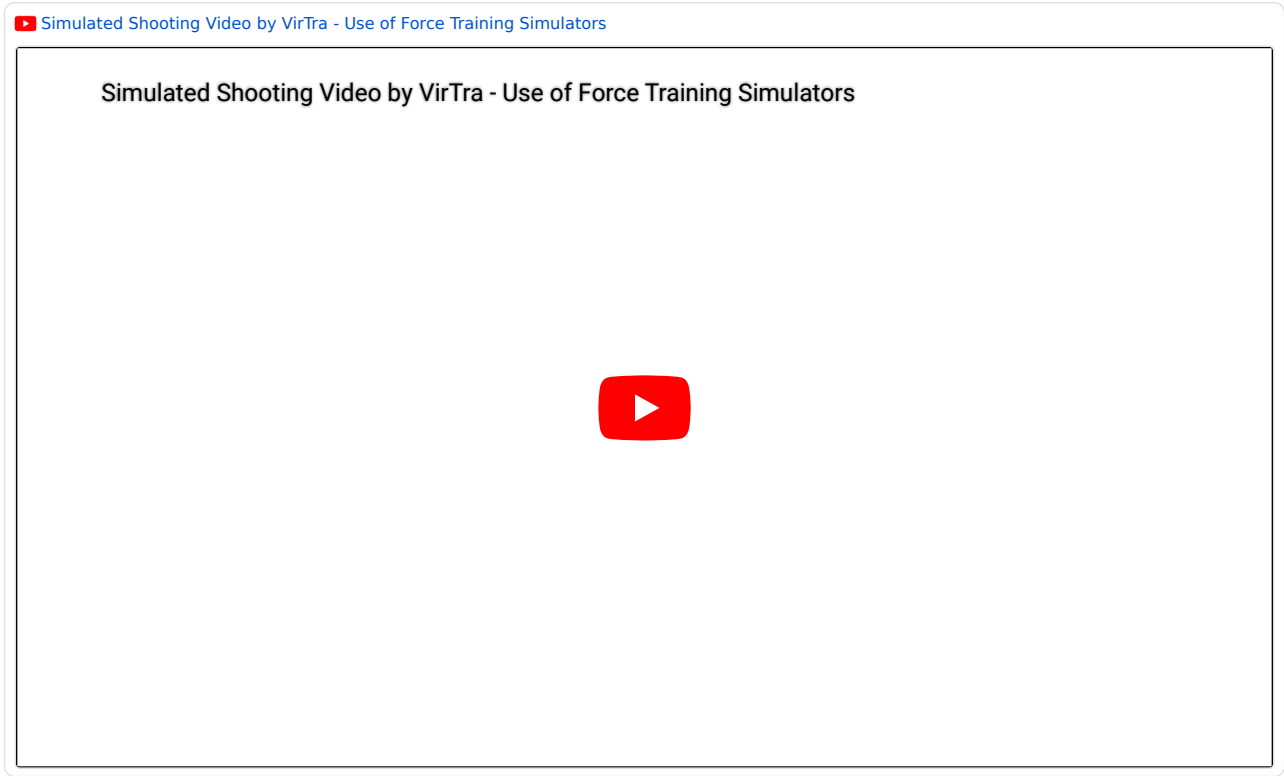
Many video scenarios are not able to take advantage of multi-screen systems. Although the trainee sees imagery on multiple screens, it is often environmental and not germane to the training. See this [Dog Encounter Training video](#) as an example of a five-screen scenario in which the action takes place on a single screen.

Multi-screen systems can provide greater trainee throughput when they are arranged linearly. In addition, a shoot house environment requires multiple screens, although traditional multi-screen systems are not able to move from one configuration to another.

3D v. Video

Most firearm training simulators still use branching video technology, even though it was originally developed more than 40 years ago.

Since then, video simulators have changed very little. Apart from the tethered firearm, this example from 13 years ago looks almost identical to something you would see today.



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Although widely used, branching video simulators suffer major technical limitations. Here is a partial list from a whitepaper written by VirTra's CEO (link below).

- Human characters and backgrounds are captured together and cannot be reused or repurposed.
- Due to the complexity of filming each branching event, there can only be one threat presented on the screen at any one time.
- The amount and variety of interactions are limited since any interaction must be recorded as a complete video sequence at the location and time of original filming.
- You are not able to cut, paste or modify backgrounds, individual characters, or props in a scenario or move them between different scenarios.
- It is complicated and expensive to create custom video courses and scenarios.

<https://www.virta.com/new-video-based-approach-for-dismounted-simulation/>

To this list, we would also add the following.

- You cannot create accurate hit zones for different areas of the human body, making video ill-suited for marksmanship training.
- Video scenarios have diminished repeat training value because the video never changes i.e., the person in the blue shirt will always pull out a gun.
- Video scenarios are expensive and difficult to produce - far outside what would be reasonable to ask of an average department.


Key Takeaways


1. Video is an obsolete technology for interactive training because the amount and variety of interactions are limited. In addition, there have been relatively few advances in the past four decades.
2. Video scenarios are generally limited to a single threat on the screen at any one time.
3. Video scenarios have diminished repeat training value.
4. It is difficult and expensive to create custom video courses and scenarios. There are very few tools and options for building video scenarios. Consequently, scenarios, courseware, and content are generally very similar.

The Advantages of 3D

Meanwhile, 3D has been rapidly evolving and will continue to improve over time. It solves most of the problems associated with video and offers new capabilities that are impossible with video.

- Characters and backgrounds are separate and can be easily repurposed.
- Any number of threats can be on the screen at once.
- The variety of interaction is virtually unlimited since computer graphics operate in real-time.
- Characters and content are easily moved between stages and courses.
- Custom courses and scenarios can be created without filming or editing.
- Isolating parts of a CG target or human, so that it responds to hits in different areas, is automatic.
- Scenarios can vary each time they are run, which means more repeat training value.

 VR continues to evolve and is a viable training medium in certain cases. Here, 3D systems like DART MAX, have the advantage because the courseware is easily ported to VR whereas video is not.

 DART MAX is a hybrid platform, meaning that it can use 3D characters and objects as well as 2D video characters and images. This is one of the largest advantages of the MAX platform over conventional video systems. DART can use CG and video together or independently whereas video-based systems can use video and only video.

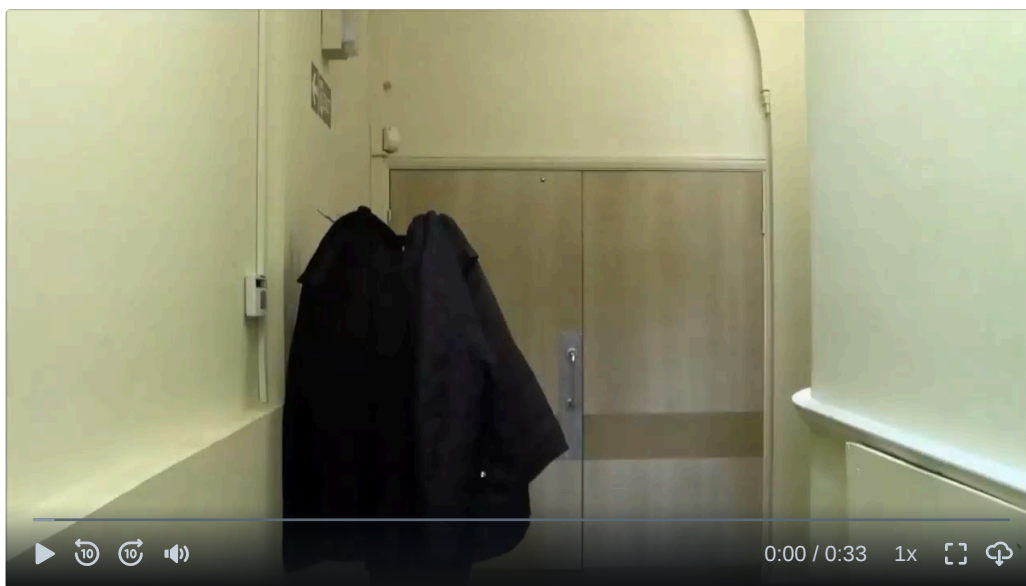
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A Word About Realism

Competitors will argue that video is “more realistic” than 3D. VirTra still uses the movie Polar Express as an example of 3D characters that are not realistic enough for effective training. This is absurd on many levels including the fact that Polar Express was created more than 20 years ago. It would be like saying mobile phones aren’t useful and using a Nokia phone from 2004 to prove your point.

They go on to say that CGI isn’t capable of capturing subtle biomechanical cues that are important in virtual training – [the raise of an eyebrow, a twitch of a finger, or the blink of an eye](#). This is wrong and possibly dangerous. Of course, CGI can capture as much detail as you care to add, but do we really train officers to draw a weapon at the raise of an eyebrow?

As previously mentioned, one problem with video is that it is the same every time you play it, so what good is the raise of an eyebrow, the twitch of a finger, or the blink of an eye if it never changes? **We believe that realism extends past visual fidelity.** Consider the video scenario below. While the video may look realistic, the people, their reactions, and the entire situation are not realistic. And since the scenario is filmed, there is nothing the user can do to alter or improve it.



DART MAX will continue to push the boundaries of realism including visual fidelity, realistic motion, and behaviors - making it possible for our customers to create realistic situations that improve training in meaningful ways.

Realistic Visuals Does Not Guarantee Realistic Training

This is an excerpt from a patent application written by the CEO of VirTra.

“Most (video) systems and methods in use today provide only very rudimentary simulated human targets in firearms simulation training. These existing systems are usually not very sophisticated and provide little in the way of realism regarding engaging the simulated human target. For example, there is no realistic feedback regarding if your shot impacted on the simulated human target, due to a lack of response of the simulated human target to the virtual “hits” sustained in the simulation. This makes it very difficult, if not impossible, to provide realistic training to trainees using a simulated firearm training system.”

3D v. Volumetric Video

In late 2022, VirTra introduced [VirTra Volumetric Video \(V3\)](#). VirTra bills this as a way to capture human characters with the advantages of both video and 3D. Volumetric video is not new, nor was it invented by VirTra, who uses software from [4DViews](#). This document provides basic information about volumetric video that may come up in discussions with potential customers.

i Although unlikely, DART MAX may add support for volumetric video in the future. The technology is new and has a number of disadvantages compared to the 3D characters we currently use. Essentially the only benefit of volumetric video is a small amount of added realism, but continued advances in 3D character technology will likely close the gap very soon.

What is volumetric video?

Volumetric video is a technology that captures a person, including motion, from all angles, using special cameras and sensors. The final output is a 3D model that can be viewed from any angle.

What advantages does it offer compared to traditional video?

Volumetric video can provide a more immersive experience than video because the subject matter can be viewed from any angle. This makes it suitable for a variety of output devices including AR/VR headsets.

What advantages does it offer compared to 3D characters?

It can be argued that volumetric video characters provide a degree of extra realism compared to 3D characters, however, when you compare it to the 3D characters in DART MAX, the delta is very small.

What are some limitations of volumetric video?

Because it is pre-recorded, volumetric video has some of the same disadvantages as traditional video.

- **Limited Interactivity.** Volumetric video characters don't provide any interactivity beyond what was initially captured. This limits the range of scenarios that can be simulated and makes it difficult to tailor training to specific needs or goals.
- **Limited Realism.** The realism of volumetric video characters is limited by the resolution and compression of the final data. The result can be less realistic than the high-quality CGI used in DART MAX.
- **Limited Motion.** V3 characters can have limited motions that must be contained to a 6-foot circle. Compare that to TruTargets that can walk or run around an environment.
- **Expensive and Difficult to Produce.** Volumetric video requires specialized equipment and expertise to produce making it impossible for end users to modify or create content.

Creating Volumetric Video v. 3D Characters

To be fair, end-users are not going to create volumetric video or 3D characters on their own. The cost of building a stage capable of capturing and processing volumetric video is around \$3M. Even the cost of [renting a facility is over \\$10,000 a day](#) - and that doesn't include actors and integration into the simulation software.

VirTra owns its own capture stage and is likely creating new V3 characters weekly or monthly, which gives them a good library of content and a strategic advantage.

However, we enjoy a number of advantages when it comes to developing 3D characters that work inside DART MAX - although it is not something that the end-user can do without us. For example, if a customer needed specialized outfits, such as an inmate jumpsuit, this is

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fairly easy (inexpensive) to do. Or if a customer needs a particular character, such as a soldier, we can do that as well. We can even do things that would be difficult for VirTra, such as zombies.


A major benefit of true 3D is that once a character is created, s/he automatically gets all of the motions, outfits, weapons, and behaviors available to all our 3D characters. Compare this to VirTra's process for creating video characters in which they must create every pose, outfit, object, and behavior individually for every character they create.

Conclusion

The major disadvantage of volumetric video is that it does not provide the same level of interactivity as 3D graphics. While volumetric video is more immersive than traditional video, it is not possible to interact with it in the same way as 3D graphics. Consider a TruTarget character in DART MAX; the same base character can run, walk, interact with various tools such as guns, knives, phones, etc., and change expressions - and all of this is done with simple sliders and interactive behaviors. Compare this to a pre-recorded volumetric video character that is limited to the data initially captured. This interactivity is essential for training simulations, where users need to practice and master specific skills in a realistic and immersive environment.

Another disadvantage of volumetric video is that content is much more costly and time-consuming to create compared to 3D graphics. Volumetric video requires specialized equipment and a large capture area, as well as significant post-production processing to stitch together the captured data. This can result in longer development times and higher content creation costs which are reflected in the cost of the training system and updates. And because volumetric video cannot be modified, any changes to a training scenario will require new volumetric video capture.

Finally, while companies like VirTra claim that their video characters offer "unparalleled realism", this is simply not true as you can see by the comparison image below.

 VirTra's volumetric video is only available with their AR headset. It is not compatible with their screen-based systems.




DART MAX's true 3D characters look better the closer you move to them, while volumetric video breaks down the closer you get.



The closer you get, the more you see the differences between high-quality 3D models and 3D video.

While volumetric video has advantages compared to traditional video, it has limitations such as being more costly, less interactive, less flexible - and ultimately less flexible and realistic than the true 3D characters used in DART MAX.

Selling Against VR Training



Like any platform, AR and VR training with head-mounted displays (HMD) have advantages and disadvantages. One of the biggest disadvantages is that customers are forced to choose an HMD system OR a screen-based system like DART MAX. Our position is that screens and HMD are just output devices. [Create content once and output it to the display device that makes the most sense.](#)

Training that uses head-mounted displays such as AR and VR is becoming more popular. In recent years, it has made its way into military and law enforcement training promising new and better ways of training for police officers and military personnel. VR and AR training do have some distinct advantages but there are a number of disadvantages as well.

- Virtual weapons are not appropriate for marksmanship training
- Cumbersome VR gear
- Cybersickness that prevents frequent training
- Space requirements
- Limited trainee throughput
- High cost

Here is a flyer that VirTra uses to sell against VR training.

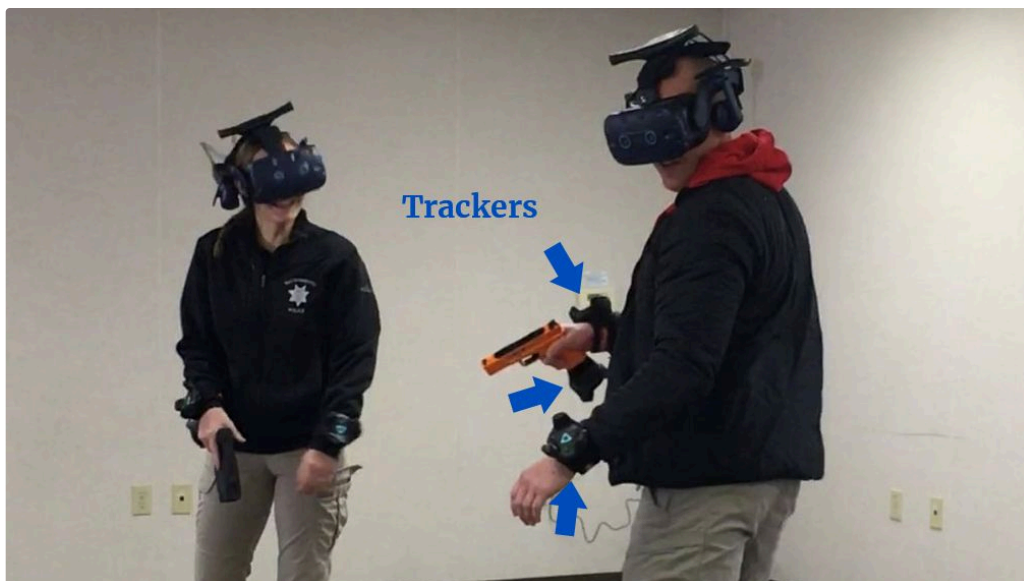


Virtual Weapons

One of the biggest limitations of VR training is that you must use virtual weapons. This makes it ineffective for marksmanship training and limits the number of related skill sets (weak hand, cover, etc.) you can practice. With screen-based systems, you use your actual eyesight, hands, alignment, etc.

VR Gear

VR systems rely on head-mounted displays (HMD), trackers, and sensors that are cumbersome to wear - further degrading a realistic virtual experience.



Cybersickness

One of the most common complaints of VR training is motion sickness—commonly known as “Cybersickness”. As a result, individuals experience disorientation, nausea and/or eye fatigue. One study discovered more than 80% of participants experienced nausea and 9.2% vomited as a result.

Space Requirements

Although many VR companies claim a minimum room requirement of 100 square feet, this is impractical and severely limits one of the actual benefits of VR - the ability to explore a space. Truthfully speaking, a VR training room should be 900-1,000 square feet in size (the equivalent of a 30x30 empty room) and free of obstacles and obstructions. Many departments will not have this type of space available.

Limited Throughput

VR training does not lend itself to solo training or practice, so training must involve an instructor and trainee. In addition, unless you purchase multiple headsets (for an increased price), you are training one person at a time.

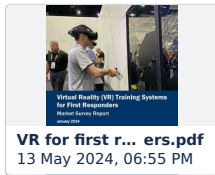
High Cost

VR systems are expensive, which means that if a customer purchases a VR system, it will likely be his sole training system. They will not typically purchase a VR system and a screen-based system.

- **Apex Officer** comes in different configurations based on agency needs, but a two-officer Apex Officer system costs \$69,500.
- **InVeris** is not on the GSA Schedule. Pricing on individual units consisting of a VR headset and weapons varies from \$37,000 to \$50,000. An extended service agreement for software and updates is \$950 per year
- **Avatar Partner** sells the software to the client, and the client is responsible for providing their own compatible hardware (tech support nightmare). Licensing for the software costs \$150 **per user** per year.
- Axon estimates that **Axon VR** would cost an agency wishing to train 150 officers approximately \$34,000 **per year**.
- **Street Smarts VR** is a prepackaged, portable, and immersive VR tactical and police training system. Pricing information is available upon request.
- **V-Armed** is a VR tactical training system for police agencies. Warranty, support, and pricing information are available upon request.
- **WRAP Reality** is a portable VR training system focused on rapid decision-making skills and creating the appropriate muscle memory for law enforcement officers to make appropriate tactical responses. Pricing, training, customer service, and warranty information are available upon request.

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The Department of Homeland Security put together a PDF of the different VR systems for first responders.



MAX XR Extended Reality

There is a high level of interest in the industry around AR and VR training, with 4-5 VR systems currently available. While the real value of VR training is debatable, the technology does offer some solid advantages over projection-based systems. Generally, those advantages involve situational awareness and de-escalation training. You never hear anyone say that VR is better at firearms training than projection-based systems, which is a problem because to have solid firearms training and situational awareness training you would need to purchase both a VR system AND a projection-based system.

Although DART MAX will not initially ship with a VR extension, we are planning a release in the future (likely 2025). MAX XR will run on a MAX laptop with a head-mounted display add-on. For enhanced situational awareness training, use the VR headset, or remove the headset and use the projection-based features of DART MAX.

A DART MAX system with VR extension will cost much less than other VR systems and it will include a top-of-the-line screen-based system as well. DART MAX will also feature graphics and course creation software that are an order of magnitude better than anything offered in a currently available VR system.

Based on rough Internet research, here is some average pricing for VR systems (or systems that are purchased instead of VR), based on 44 awards.

- \$150,000 - VirTra
- \$90,909 - Apex
- \$133,333 - Ti Training
- \$150,000 - inVeris
- \$200,000 - Axon
- \$200,000 - no details on the vendor

This is an average of \$155,000 per system - and the VR systems only come with VR - they do not come with screen-based training.

Competitor Advantages

To be fair, there are some advantages with other systems (you should get something for your extra \$50k-\$250k). Here are features that DART MAX does not have at this time.

Large Video Courseware Library

Many companies offer libraries of several hundred video scenarios. We feel that the training value of these never-changing scenarios is limited and forces you into using a system based on obsolete technology.

Speaking with a former employee of a competitor, we were told that most departments have 3-5 favorite scenarios that they use the majority of the time.

See [our message on courseware](#) for more information.

Ballistics

Some systems have accurate ballistics verified by the military. This can be an important feature for snipers but is overkill for most training and brings no value to pistol training.

Trainee Database

Other systems allow trainees to log on to a system and track progress over multiple training sessions. This cuts both ways as we have talked with several departments that do not want to record training data.

Trainee Camera

Other systems can use an extra camera to record a trainee's movements and then play them back during an after-action review.

Flashlight Training

Other systems allow the use of a flashlight during training. DART MAX does have a flashlight effect but it is not directly controlled by the trainee (in almost all cases the flashlight is pointed where the trainee is looking anyway).

VR

See the section [Selling Against VR Headset Training](#).

Onsite Setup, Technical Support, and Training

The competition has an advantage in technical support because they offer 24-hour telephone support and on-site service and setup - but you pay for the privilege.

One of the reasons we can keep costs low is by eliminating expensive delivery, maintenance, and on-site setup charges. The table below shows \$23,591 in these types of charges for a competing system.

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Annual Service Plan	1 year Annual Service Agreement to include Telephone Support, Remote Assistance, Labor, Parts, Travel, Software Updates, Overnight Shipping. This package also includes an annual service and maintenance visit from a VirTra technician. This plan will cover all upgraded equipment AND all equipment purchased on PO #1201596	4	\$16,991.00
Installation & Training	Reinstall simulator with new components. Training for up to 6 staff members.	1	\$5,400.00
Shipping & Handling		1	\$1,200.00

We do ask the customer to setup the system themselves, but we make it as easy as possible, provide great phone support, and save them tens of thousands of dollars in the process.

Extended Warranties

Most companies include a one-year warranty with the purchase of a system. This is what you would pay for an extended warranty according to a competitor's GSA pricelist.

- Law Enforcement 3-Screen System - \$22,000 per year for up to five years.
- Law Enforcement 5-Screen System - \$30,000 per year for up to five years.
- Military 3-Screen System - \$40,000 per year for up to five years.
- Military 5-Screen System - \$45,000 per year for up to five years.

If you purchased a basic law enforcement 3-screen system for \$72,000, you would pay an additional \$88,000 to cover the system against defects in materials or workmanship for four additional years.

We believe that we have a warranty and service plan that is fair to the customer and covers the costs of repairs should a DART MAX system go down. A DART MAX warranty will cost 10% of the system price (compared to 25-36%) but will require the customer to return the product back to us in case of a catastrophic failure. This has happened less than six times over the last five years and seems like a small inconvenience for saving thousands of dollars each year.

On top of this, or training is free (in Orlando). Not so with other companies.

Here are some real-world examples of what other companies charge for support and training.

REQUESTED ACTION						
Authorize the New Hampshire Police Standards and Training Council (NHPSTC) to enter into a retroactive, sole source contract with [REDACTED] Inc. – Temple, AZ (Vendor Code [REDACTED]) in the amount of \$23,930.10, for the specific purpose to provide maintenance support for the PSTC [REDACTED] Training Simulator, effective upon Governor and Council approval for the period of January 6, 2023, through January 6, 2024. 100% General Funds.						
	Service Plan- [REDACTED] Annual	Additional year annual service agreement to include telephone support, remote assistance, labor, parts, travel, software updates, and overnight shipping. This package also includes an annual service and maintenance visit from a [REDACTED] technician. Includes all travel and expenses in CONUS.	\$17,479.00	1.00	10.00%	\$15,731.10
[REDACTED]	[REDACTED]	[REDACTED] Installation and Training for one (1) [REDACTED] System. Includes all travel	\$6,270.00	1.00	10.00%	\$5,643.00

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100 Installation/Training	Installation and Training for one (1) V-100 System. Includes all travel and expenses in the CONUS.	\$3,031.60	1.00	\$3,031.60
Service Plan - 10000 - Annual	Additional year annual service agreement to include telephone support, remote assistance, labor, parts, emergency travel, software updates, and overnight shipping.	\$3,600.00	1.00	\$3,600.00

Disruptive Innovation

Clayton Christensen's [theory of disruptive innovation](#) describes how new products can disrupt established markets and displace leading firms. According to Christensen, the process follows a distinctive pattern:

1. **Initial Innovation:** Disruptive products emerge in a form that is less sophisticated than existing products. They often target overlooked segments of the market where they can compete without going head-to-head with incumbents.
 - When DART was released, it was substantially less sophisticated than major simulators. Our target was police departments with fewer than 100 officers; a market in which we did not have to compete with larger systems.
2. **Market Entry:** These new products appeal to a niche market—usually because they are cheaper, simpler, and smaller than existing offerings. At this stage, they are often ignored by mainstream customers and incumbent companies, as they do not meet the performance criteria of the existing market.
 - DART was cheaper, simpler, and smaller (or as we say, portable, affordable, and easy to use). Large customers ignored DART because it did not have the features they needed.
3. **Improvement and Adoption:** Over time, the performance of the disruptive product improves. As it does, the innovators start to capture a broader customer base, including some mainstream users, attracted by the unique attributes or lower costs.
 - DART improved and began to attract mainstream users (the US Army) because of its portability and lower cost.
4. **Market Disruption:** As the disruptive products continue to improve, they begin to directly compete with, and often outperform, incumbent offerings on both price and functionality. This leads to significant shifts in the market, with established firms losing market share or exiting the market entirely.
 - DART took a substantial leap forward with the introduction of DART MAX. MAX will directly compete with, and even outperform, incumbent offerings on both price and functionality.
5. **Market Transformation:** Ultimately, the disruptive technology becomes the new market standard, transforming the industry.
 - DART MAX will become the new market standard, transforming the industry. Companies like VirTra may leave the firearm simulation market or focus on other products (such as [weapon drop-in kits](#) and [hospital security](#)) because the market has changed.

DART MAX

DART MAX™ simulated firearms training provides a realistic, flexible, and cost-effective approach to developing, improving, and maintaining firearm proficiency and decision making skills.

The need for innovation in simulation training.

For decades, simulation training has proven to be an effective, cost-efficient way to improve firearm proficiency and critical decision making skills. It is also highly regarded as a way to experience and learn from life-threatening situations in a safe environment.

Yet, simulation systems themselves have changed very little since they were first introduced. For the past forty years, simulators have remained large, expensive, and based on outdated video technology. This lack of innovation has kept simulation training out of the hands of a majority of those who could benefit from it.

Introducing the future of firearms training.

DART MAX brings advanced simulation training to law enforcement and military personnel by offering features you would expect from more expensive systems; including multiple lanes, shooters, and weapons - but at a price that is surprisingly lower.

But DART MAX goes much further than affordability by introducing capabilities not found anywhere else. We invite you to compare the technology behind MAX, the number of training options available, its advanced courseware authoring, and realism with any other simulator at any price.

Accessible training is the key to frequency.

Firearms and related skills can only be developed through frequent and effective training, but that can't occur if a simulation system is too large, too expensive, or too complex to use. DART MAX eliminates these barriers to frequent use that are inherent in traditional simulation training.

Portable. DART MAX requires very little space, so it can transform virtually any room into a training center and move easily between locations.

Affordable. The main deterrent to simulation training has always been the cost of ownership, so DART MAX is reasonably priced and budget-friendly.

Easy. In the past, simulators were well known for being difficult to learn and use. DART MAX is intuitively designed so setup and use are easy.

Versatile. Legacy simulators based on older video technology did not lend themselves to repeat training. DART MAX incorporates more training options so that lessons are always fresh. In addition, MAX's powerful, courseware authoring allows you to tailor training content to the specific needs of your team. This encourages frequent training and leads to better-prepared individuals.



DART MAX offers the most realistic visuals ever created for a firearms training simulator.

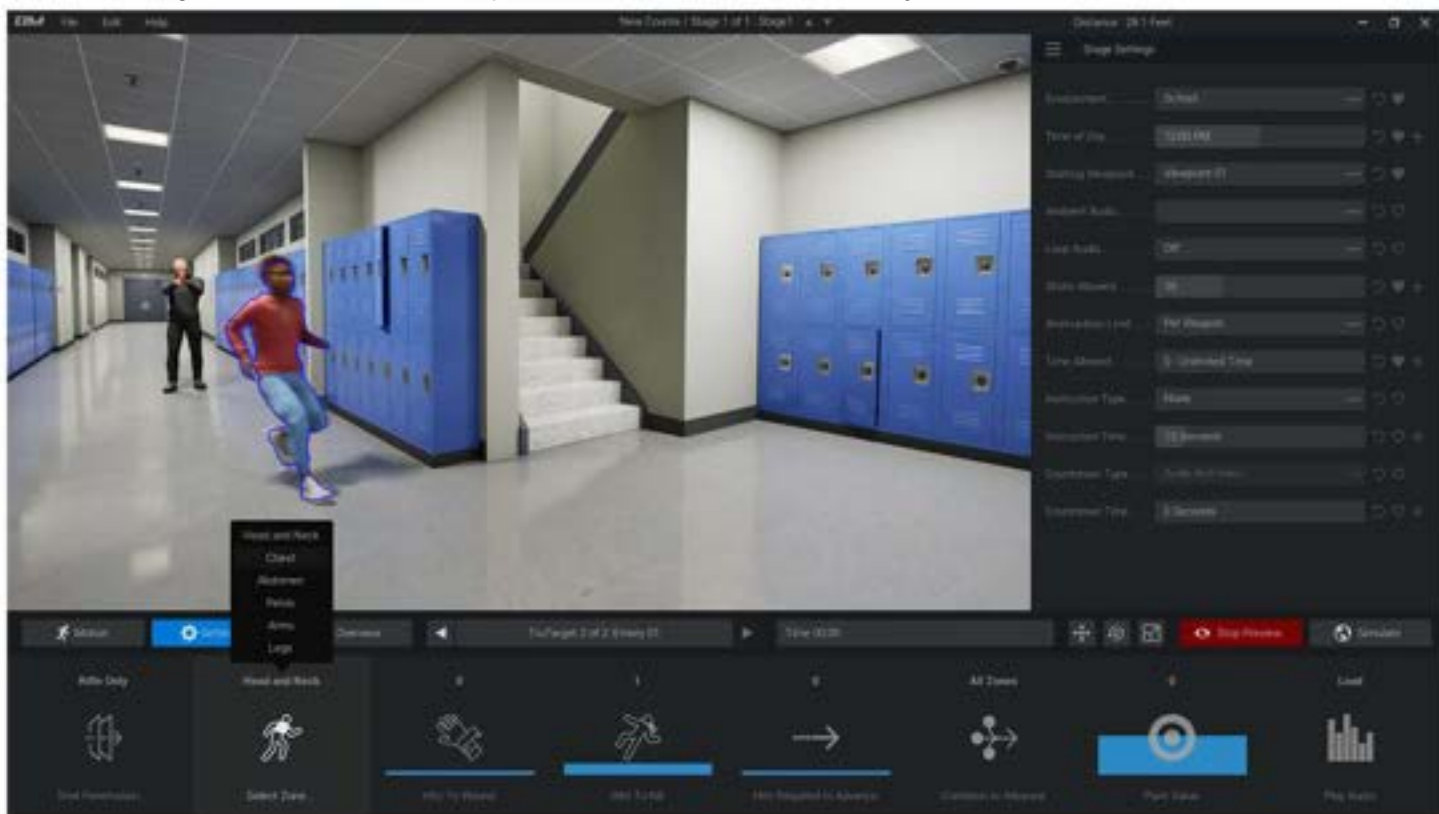
Portable, Affordable, and Easy to Use

DART MAX comes packaged in a single 24x16x10 inch case, which is exceptionally easy to transport and stow. The simulator can be set up virtually anywhere, which increases accessibility. As training accessibility increases, so does usage.

A complete DART MAX system costs less than \$30,000, and software updates and technical support are always free. And since the availability and cost of ammunition are no longer limiting factors, your officers can practice more often. Training frequency increases while training costs decrease.

Of course, all of this doesn't mean a thing if the system is too difficult to learn and use, which is why we made DART MAX simple enough for a single individual to use - without the need for a dedicated system admin.





Every human character in a course or scenario can be assigned it's own behaviors and mortality parameters.

What a Simulator is Supposed To Do

An important part of a training simulator's job is to simulate real-life situations and environments as accurately as possible. Realistic and immersive visuals capture the attention of trainees and keeps them engaged, which is essential for maintaining focus throughout training. Not only does this lead to better retention and skill development, but a high degree of realism can also evoke an emotional response. This type of engagement helps trainees learn how to manage stress, make decisions under pressure, and handle their emotions effectively.

These are just some of the reasons that we focused on making DART MAX the most realistic training simulator ever developed. More realistic than VR. More realistic than video.

That's because realism in DART MAX extends past visual fidelity to include behaviors, actions, and reactions. Consider a scenario in which an armed suspect begins firing at you. In a typical video-based system, if you shoot the suspect (anywhere) they'll die. But is that realistic?

In DART MAX, human characters can react and respond in a number of ways. A single hit might stop the suspect - or maybe it won't.

A shot to the leg may cause the suspect to attempt to retreat, slow down, or give up. A single shot to the pelvis can be set to bring a subject down, where a hit to the chest may not. These rules can be purposely set or randomly assigned so that trainees cannot predict how a situation will unfold - even after running the same course multiple times.

The result is a simulation that is much more realistic and comparable to what a trainee may actually experience.

And isn't that what a simulator is supposed to do?





DART MAX is the most realistic virtual firing range available.

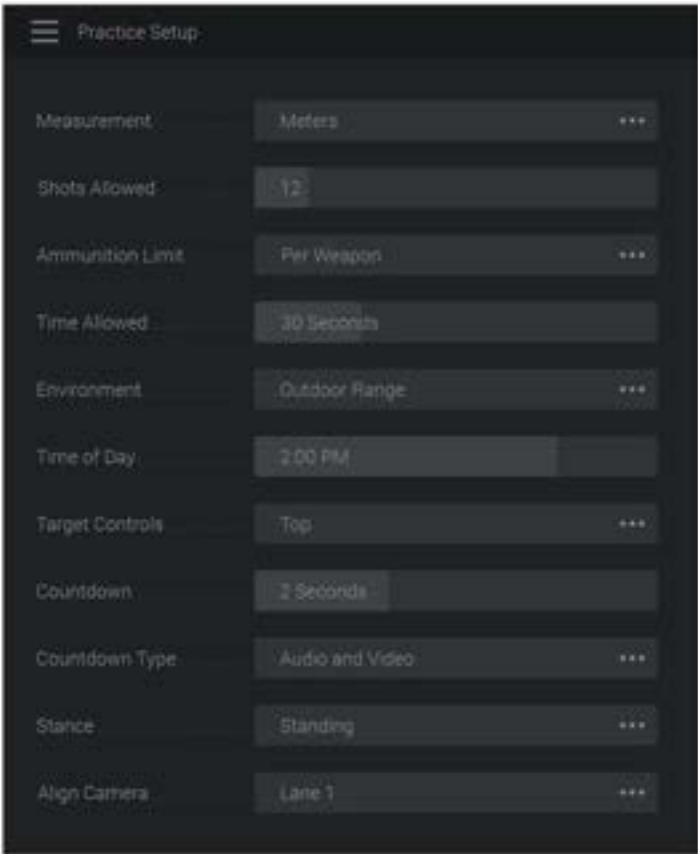
The Range was Never Like This

Traditional ranges are an important part of learning and developing firearm skills, but even the most sophisticated ranges have limitations that prevent them from being used to practice many critical skills.

The types of targets are limited and they move little, if at all. Perhaps of most concern is that the shooter’s movement is highly restricted, which may actually run counter to what an officer or warfighter should do in case of a life-threatening situation.

DART MAX brings the world’s most versatile firing range inside your building. Not only does it provide a high degree of visual fidelity, it encourages trainees to move, take cover, and respond to threats as they would if the circumstances were real.

- Up to six lanes, shooters, and weapons at once
- Virtually unlimited target options including traditional flat targets, 3D reactive targets, TruTargets™ (realistic people), video, and more.
- Any number of targets can be used - each with unrestricted movement and custom behaviors.
- Up to 15 hit zones per target with settings for start times, hits to fall, reset time, scoring, audio, and more.



DART MAX makes it easy to setup and run quick practice sessions. Set limits for time and ammunition. Pick an environment and time of day, and drag in a selection of targets - from familiar 2D silhouettes to reactive 3D targets.

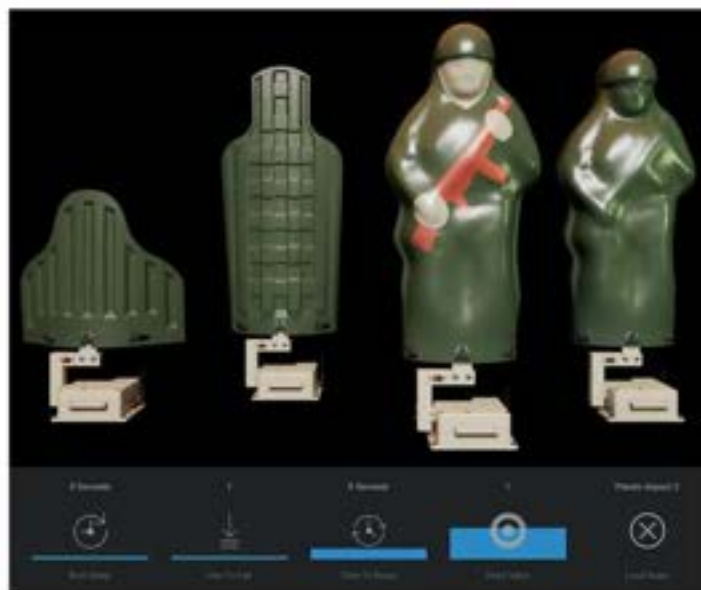


TruTargets are both realistic and intelligent, with the ability to respond to action within and outside the simulation.

Advanced Courseware Creation

Training needs change and evolve over time – and so should your training content. With changing mission goals and regulations, training priorities can shift quickly. That's why DART MAX was designed with custom drill and course creation in mind.

With MAX, you're able to create effective courseware and drills targeted specifically to your needs. Plus, MAX is the only simulator that makes it easy to share courses and training content with others.



Maximum Training Options

DART MAX is the first simulator to combine hyper-realistic 3D graphics *and* video in one immersive training environment. This allows DART MAX courseware to contain any combination of these elements:

- 2D Targets (traditional paper and silhouette targets)
- 3D Targets
- Reactive Targets (poppers, Texas stars, Ivans, etc.)
- Smart Targets™ (targets with embedded AI that make course creation even easier)
- TruTargets™ (the most realistic people you'll encounter in a firearms simulator)
- Video Scenarios (full screen video)
- Video Targets (innovative video clips of people with selectable poses, movement, and behaviors)
- 3D Environments (realistic indoor and outdoor locations)
- 3D Props, Lights, and Cameras

Simply put, it's easy to create scenarios and drills in DART MAX that would be impossible on any other system, and laser focused on the skill and proficiency level you are training to. This means trainees who are more engaged in their training and thus better prepared for the challenges of the job.



DART Red Fire works with third-party products like the SKIFTECH tactical vest and Scorpion shock band to simulate gun fire from characters within the simulation.

Push Your Training Even Further with Red Fire™

DART Red Fire is an optional accessory for DART MAX that can activate compatible third-party devices - such as a lightweight tactical vest worn by the shooter - when predefined events, like gun fire, happen in the simulation.



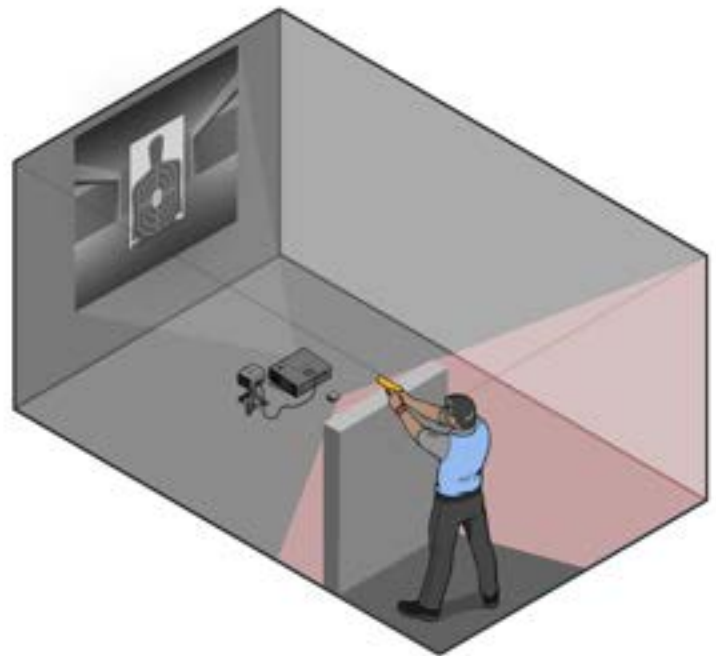
The SKIFTECH tactical vest fits comfortably over a trainee's outfit and uses multiple sensors to capture hits from simulated gunfire or explosions.

The SKIFTECH stress band adds even more realism to your training by creating a physical stimulus when a trainee is "shot". The stress band is a safe way to bring stress-based training to DART MAX courses.



Cover Training

In wide mode, Red Fire can use a sensor vest to detect a room-wide "shot" that will activate unless the trainee is behind cover.



Contact Information

dartrange.com
hello@dartrange.com
(407) 833-0600



City Council

Agenda Item

Subject: Authorization for Watertown Fire Rescue to accept a Department of Health Grant in the amount of \$45,185 for education of EMS services in South Dakota.

Meeting: City Council - Feb 03 2025

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

BACKGROUND INFORMATION:

This grant will be used to provide education online for paramedics at WFR. It is also will fund dollars for WFR's ambulance protocols to be available from app out in the field.

FINANCIAL CONSIDERATIONS:

There is no budgetary match for the City of Watertown.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to authorize Watertown Fire Rescue to accept a Department of Health Grant in the amount of \$45,185 for education of EMS services in South Dakota.

ATTACHMENT(S):

[Watertown Fire Rescue - RSD Grant - Sub-Recipient - FY2025 - Low.docx](#)

600 East Capitol Avenue | Pierre, SD 57501 P605.773.3361 F605.773.5683



Division of Administration

December 5, 2024

Watertown Fire
Don Rowland
129 1st Ave NW
Watertown, SD 57201

RE: Subrecipient Agreement between the South Dakota Department of Health and Watertown Fire

Dear Subrecipient:

On behalf of the South Dakota Department of Health (SDDOH), the Office of EMS & Trauma is pleased to welcome you as a subrecipient and collaborator on the above referenced sponsored project. The SDDOH is responsible for the programmatic and financial monitoring of their subrecipients receiving federal pass through dollars.

In addition to the proposed contract, this welcome package provides important information and documentation that is critical to the successful administration and fiscal management of this subrecipient agreement. The documents enclosed are:

- The proposed subrecipient agreement between your organization and the SDDOH. The agreement contains all relevant budgetary, programmatic, administrative, and financial information, terms and conditions, and reporting requirements.
- A sample Invoice which your organization may use as a template for billing the SDDOH for reimbursement of project expenses. If you opt not to use this template, please ensure your invoice includes all the same information provided in the template.
- A Subaward Closeout report which will be completed by your organization and sent in upon completion of the period of performance and submission of the final invoice.
- Power Point Presentation, "What to Expect as a Dept of Health Subrecipient".

At your earliest convenience, please review and DocuSign the attached agreement. DocuSign will automatically move the document through the signature process, and you will receive a fully executed copy electronically once all signatures have been obtained. If you have any questions or concerns regarding the agreement, please contact the State contact listed on the signature page.

We look forward to working with you in facilitating a fruitful and productive collaboration.

Sincerely,

Marty Link
Office of EMS and Trauma

25SC09

6261

STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
DIVISION OF HEALTHCARE ACCESS
Sub-Recipient Agreement
Between

Watertown Fire
129 1st Ave NW
Watertown, SD 57201

Referred to as “Sub-recipient”

South Dakota Department of Health
Division of Healthcare Access
Office of EMS and Trauma
600 East Capitol Avenue
Pierre, SD 57501-2536
(605) 773-3361

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.

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331 is inserted below. In the event of a change in the award of funding source, the information inserted below 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.

- a. Sub-recipient’s name, City, State, and Zip+4 (which must match the name associated with its unique entity identifier): Watertown Fire, Watertown, SD 57201
- b. Sub-Recipient’s unique entity identifier (UEI): PW3HNS7FSEK4
- c. Federal Award Identification Number (FAIN): SLFRP5319
- d. Federal Award Date: 08/25/2021
- e. Sub-award Period of Performance: December 1, 2024 to December 31, 2026
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: \$45,847.27
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: \$0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance: \$45,847.27
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: Develop education and sustainability for emergency medical services in South Dakota.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity US Treasury, South Dakota Department of Health, and Marty Link, marty.link@state.sd.us or 605-367-5372

- k. ALN No(s) and Name(s): 21.027 and Coronavirus State and Local Fiscal Recovery Funds
- l. Is the grant award for research and development (R&D)? YES _____ NO X
- m. Department of Health Indirect Cost Rate for federal award:
06/01/2023 to 05/31/2024 = 1.8%

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT

This agreement shall be effective on December 1, 2024 and will end on December 31, 2026, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS

- a. Sub-recipient is not a full or part-time employee of State or any agency of the state of South Dakota.
- b. Sub-recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
- c. Sub-recipient will not use equipment, supplies or facilities owned by the state of South Dakota.
- d. Sub-recipient will not purchase capital assets or equipment using State funds.
- e. The Sub-Recipient will undertake and complete the work or performance described as:
 - i. Assist and support State in complying with Federal Funding Accountability and Transparency Act (FFATA) requirements by providing any and all information the State must report to be compliant with FFATA. More information about FFATA reporting requirements can be found at www.fsrs.gov.
 - ii. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Sub-recipient non-compliance or failure to comply with provision 3.(E) (i) above. Sub-recipient understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Sub-recipient's failure to supply State with any requested information necessary to comply with FFATA.

- iii. Will comply with the terms and conditions of the Department of Health and Human Services (HHS) Grant Policy Statements found at: <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf> and 45 CFR part 75 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards found at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title45/45cfr75_main_02.tpl
- iv. Grant applicants must provide detailed EMS related concepts with specific, measurable, attainable, realistic, relevant, and time-bound solutions in specific detail when describing objectives and key activities. such as the development and implementation of regional hubs, billing software solutions, documentation education, EMS supply procurement systems, workforce recruitment and retention, training programs, or consultation services. Applicants should review and incorporate recommendations from the Regional Service Designation final report.
- v. As part of the EMS Regional Service Designation grant funding, sub-recipient shall complete various projects to the sustainability of emergency medical services in South Dakota, as outlined in Addendum I.
- vi. Provide a monthly update report no later than the 15th of each month.
- vii. Provide a monthly invoice, including supporting documentation, no later than the 15th of each month.
- viii. Submit all final invoices, including supporting documentation, no later than November 1, 2026.
- f. If the State will undertake or complete any work or performance under this Agreement it is described as follows:
 - i. State will pay, upon the State’s satisfaction that the payments are in accordance with all terms of the contract, up to \$45,847.27. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used.
 - ii. State will not pay Sub-recipient expenses as a separate item.
 - iii. TOTAL CONTRACT AMOUNT (Not to Exceed) \$45,847.27. Payment will be made consistent with SDCL Ch. 5-26.

- iv. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported. However, the final invoice of the State of South Dakota fiscal year, ending every year on June 30th, shall be submitted no later than June 9th so payment may be made in the same Fiscal Year as the services are provided.
- v. State agrees to:
 - a. Pay Contractor up to \$45,847.27 for completion of Scope of Work.

4. BASIS FOR SUBAWARD AMOUNTS

This grant is made for the purpose of developing education and sustainability of Emergency Medical Services in South Dakota.

Amount provided by State/Grantor is	\$45,847.27
Amount matched by Sub-Recipient	\$0.00
Total Grant Amount	\$45,847.27

Dollars provided by State consist of the following:

Non-Federal State dollars	\$0.00
Federal dollars	\$45,847.27

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.

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
% 500 East Capitol
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 ninth 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. CLOSEOUT

- a. The Sub-Recipient shall submit the following required report(s) to the State within 30 days following the period of performance end date.
 - 1) Closeout report
 - 2) Financial report
 - 3) Inventory report for capital acquisitions over \$5,000.00
- b. Within 30 days of the period of performance end date, the subrecipient must return any unspent funds or overpayments.
- c. All expenditure activity must be completed prior to the submission of the final report.

B. STANDARD CLAUSES

1. ASSURANCE REQUIREMENTS

The Sub-Recipient agrees to abide by all applicable provisions of the following assurances: 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 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 C.F.R. Part 38, the Violence Against Women Reauthorization Act of 2013, 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.

2. COST PRINCIPLES

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).

3. TERMINATION

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event Sub-Recipient breaches any of the terms of conditions hereof, this Agreement may be terminated by State at any time, with or without notice. If termination for a breach is affected by the State, any payments due to Sub-Recipient at the time of termination may be adjusted to cover any additional costs to the State because of Sub-Recipient's breach. Upon termination the State may take over the work and may award another party a contract to complete the work contemplated by this Agreement. If after the State terminates for a breach by Sub-Recipient it is determined that Sub-Recipient was not at fault, then Sub-Recipient shall be paid for eligible services rendered and expenses incurred up to the date of termination.

4. CERTIFICATIONS

i. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

Executive Order 2020-01 provides that for contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this Agreement Contractor certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and 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 State to terminate this Agreement. Contractor further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination of this Agreement.

ii. COMPLIANCE WITH SDCL ch 5-18A

Contractor certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

iii. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

By signing this Agreement, Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor 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.

iv. CERTIFICATION OF NO STATE LEGISLATOR INTEREST

Contractor (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Contractor hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

5. FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from Congress and or the State 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 law or federal funds reductions, this Agreement will be terminated by the State upon five (5) business days written notice. Sub-Recipient agrees that termination for any of these reasons is not a default by State nor does it give rise to a claim against State or any officer, agent or employee of the State, and Sub-Recipient waives any claim against the same.

6. ASSIGNMENT AND AMENDMENT

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

7. CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

8. 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.

9. SEVERABILITY

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

10. NOTICE

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Sub-Recipient Contact Person on behalf of the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

11. SUB-CONTRACTORS/SUB-RECIPIENTS

The Sub-Recipient will not use sub-contractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or Sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors 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 subcontractors, 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 subcontractors and Sub-recipients. The Sub-Recipient is required to assist in this process as needed.

12. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person from performing services under this Agreement who the State believes would be detrimental to the services, presents insufficient skills, presents inappropriate behavior or is considered by the State to be a security risk.

13. 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.

14. 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.

C. AGENCY OR GRANT SPECIFIC CLAUSES

1. This agreement is exempt from the request for proposal process.
2. Does this agreement involve Protected Health Information (PHI)?
YES () NO (X)
 - a. This contract does not require Consultant to engage in a function or activity involving the use or disclosure of State's Protected Health Information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR § 160.103.
3. PROPERTY MANAGEMENT STANDARDS:

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.
4. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

5. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Sub-Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

6. WORK PRODUCT:

Sub-Recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedure, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by Sub-Recipient in connection with the performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by Sub-Recipient without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

7. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

8. HOLD HARMLESS:

The Sub-Recipient agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

9. INSURANCE:

At all times during the term of this Agreement, Sub-Recipient shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

i. Commercial General Liability Insurance:

Sub-Recipient shall maintain occurrence-based commercial general liability insurance or equivalent form of coverage with a limit of not less than one million dollars (\$1,000,000) for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its officers, and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

ii. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

Sub-Recipient agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than one million dollars (\$1,000,000).

iii. Business Automobile Liability Insurance:

Sub-Recipient shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) for each accident. This insurance shall include coverage for owned, hired and non-owned vehicles.

iv. Worker's Compensation Insurance:

Sub-Recipient shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota or federal law.

Before beginning work under this Agreement, Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by State.

10. CONFIDENTIALITY OF INFORMATION:

For the purpose of this Agreement, “Confidential Information” shall include all information, regardless of its format, disclosed to the Sub-Recipient by the State and all information, regardless of format, obtained by Sub-Recipient through the provision of services as contemplated by this Agreement. Sub-Recipient, and any person or entity affiliated with Sub-Recipient, shall not disclose any Confidential Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient, and any person or entity affiliated with Sub-Recipient, shall not:

- A. disclose any Confidential Information to any third person unless otherwise specifically allowed under this Agreement;
- B. make any use of Confidential Information except to exercise rights and perform obligations under this Agreement;
- C. make Confidential Information available to any of its employees, officers, agents, or consultants except those who have agreed, by contract, to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. Sub-Recipient, and any person or entity affiliated with Sub-Recipient, is held to the same standard of care in guarding Confidential Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding Confidential Information in the strictest confidence. Sub-Recipient, and any person or entity affiliated with Sub-Recipient, shall protect the confidentiality of the State’s information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced.

Confidential Information shall not include information that:

- A. was in the public domain at the time it was disclosed to Sub-Recipient, and any person or entity affiliated with Sub-Recipient;
- B. was known to Sub-Recipient, and any person or entity affiliated with Sub-Recipient, without restriction at the time of disclosure from the State;
- C. was disclosed with the prior written approval of State’s officers or employees having authority to disclose such information;
- D. was independently developed by Sub-Recipient, and any person or entity affiliated with Sub-Recipient, without the benefit or influence of the State’s information; or
- E. becomes known to Sub-Recipient, and any person or entity affiliated with Sub-Recipient, without restriction, from a source not connected to the State of South Dakota.

Confidential Information can include, but is not limited to, names, social security numbers, employer numbers, addresses and all other data about applicants, participants, employers, or other clients to whom the State provides services of any kind. Sub-

Recipient understands that this information may be confidential and protected under applicable state or federal law. Sub-Recipient agrees to immediately notify the State if the information is disclosed, either intentionally or inadvertently.

If work assignments performed in the course of this Agreement require additional security requirements or clearance, Sub-Recipient agrees that its officers, agents and employees may be required to undergo investigation or may be required to sign separate confidentiality agreements, and will limit access to the confidential information and related work activities to employees who have executed such agreements.

Sub-Recipient will enforce the terms of this Confidentiality Provision to its fullest extent.

Sub-Recipient agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision and to immediately notify the State of such matter. Sub-Recipient will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, Sub-Recipient agrees to return to the State, at Sub-Recipient's cost, any Confidential Information or documentation maintained by Sub-Recipient regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Sub-Recipient and State.

11. FEDERAL AND STATE LAWS:

Sub-Recipient agrees that it will comply with all federal and state laws, rules, and regulations that may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as provided by state or federal law.

12. REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:

Sub-Recipient agrees to report to State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Sub-Recipient, or the State of South Dakota or its officers, agents, or employees to liability. Sub-Recipient shall report any such event to the State immediately upon discovery.

Sub-Recipient's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to State under this section shall not excuse or satisfy any obligation of Sub-Recipient to report any event to law enforcement or other entities under the requirements of any applicable law.

13. FORCE MAJEURE:

Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, quarantine, epidemic, pandemic, earthquake or any act of God, or other causes beyond the party's reasonable control provided, however, that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance.

14. CONTRACT ORIGINAL AND COPIES:

An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Sub-Recipient.

- A. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- B. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- C. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

D. SUB-RECIPIENT ATTESTATION

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

1. A conflict of interest policy is enforced within the recipient's or Sub-recipient's organization;
2. 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;
3. An effective internal control system is employed by the recipient's or Sub-recipient's organization; and
4. 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.
5. 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.

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.

Furthermore, pursuant to SDCL § 1-56-10, if a conflict of interest is identified as outlined by your organization's conflict of interest policy, you are required to disclose the conflict to the Department of Health for display on the website created pursuant to SDCL § 1-27-45.

THE FOLLOWING MUST BE COMPLETED BY THE SUB-RECIPIENT:

- 1) Is your organization required to file the Internal Revenue Service Form 990?
☒ Yes ☐ No

If you answered “YES,” in the space provided below, please provide the link to your website where this information can be found.
www.watertownsd.us

- 2) Is your organization subject to compliance with the federal Single Audit Act?
☒ Yes ☐ No

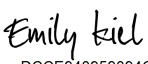
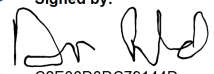
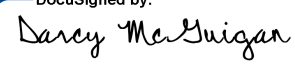
If you answered “YES,” in the space provided below, please provide the link to your website where the audits can be found.
www.watertownsd.us

- 3) Have any conflicts of interest been identified pursuant to your organization’s conflict of interest policy? ☐ Yes ☒ No

If you answered “YES,” in the space provided below, please list any and all identified conflicts of interests.
N/A

A. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by signing below.

<div>DocuSigned by:  B06E940950094C5...</div> <div>Emily Kiel, Director Division of Healthcare Access Department of Health</div>	<div>12/31/2024</div> <div>Date</div>	<div>Signed by:  C2E06D0DC79144B...</div> <div>Don Rowland</div>	<div>12/31/2024</div> <div>Date</div>
		<div>Sub-Recipient Signature</div>	
		<div>Print or Type Sub-Recipient Name</div>	
<div>DocuSigned by:  81AA69F85BFF428...</div> <div>Darcy McGuigan, Director Division of Finance Department of Health</div>	<div>1/1/2025</div> <div>Date</div>	<div>drowland@watertownfirerescue.com</div>	<div>Sub-Recipient Email</div>

State Agency Coding:

ALN#				
Company	1000	1000	1000	1000
Account	5206570	5206570	5206570	5206570
Program	0901006	0901001	0901001	0901001
Fund Src-subfund	R21-RS			
Dollar Total	\$45,847.27			

State Program Contact Person	Marty Link
Phone	605-367-5372
State Fiscal Contact Person	Contract Accountant
Phone	605 773-3361
Sub-Recipient Program Contact Person	N/A
Phone	N/a
Sub-Recipient Program Email Address	N/A
Sub-Recipient Fiscal Contact Person	N/a
Phone	N/a
Sub-Recipient Fiscal Email Address	N/A

Addendum I
Scope of Work and Performance Provisions

In addition to the Provisions outlined in section A.3 of the agreement, as part of the EMS Regional Service Designation grant funding, sub-recipient shall complete to following:

Community Paramedic (10) - \$35,120.00

Handtevy System - \$10,727.27

Invoices must be submitted on Consultant Letterhead.

Attach any supporting documentation

Invoice Amount:

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

For questions on this invoice, please contact: _____
(subrecipient contact information)



City Council

Agenda Item

Subject: Authorization for the Interim City Manager and Mayor to sign a Letter of Recommendation to the Federal DOT for approval of the SkyWest Proposal for Watertown's Essential Air Service Contract.

Meeting: City Council - Feb 03 2025

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

BACKGROUND INFORMATION:

The current EAS contract expires in 2025. Three (3) bids were received. Air Wisconsin offered twelve (12) weekly round trips to Chicago (ORD) with a two (2) year contract. Denver Air Connection offered twelve (12) weekly round trips to Denver (DEN), Chicago (ORD), or Minneapolis (MSP) for a two (2) year contract with a four (4) year option. SkyWest offered twelve (12) weekly round trips to Chicago (ORD) and Denver (DEN) for a four (4) year contract.

The Airport Board is recommending this proposal with the understanding that SkyWest will file for a change of service pattern with the DOT requesting the Chicago (ORD) route be eliminated & replaced with a Minneapolis (MSP) early morning flight.

FINANCIAL CONSIDERATIONS:

The contract and funding are with the Federal DOT. SkyWest's bid over a four (4) year contract was 1.8 million less than the next closest bid. This will not impact local budgets, as our EAS is subsidized by the Federal DOT by entering into the proposed contract with the Airline.

OVERSIGHT / PROJECT RESPONSIBILITY:

Ian Meriwether-Chalfant, Airport Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval through the following motion:

I move to approve authorization for the Interim City Manager and Mayor to sign a Letter of Recommendation to the Federal DOT for approval of the SkyWest Proposal for Watertown's Essential Air Service Contract.

ATTACHMENT(S):

[Air Wisconsin RFP](#)

[Denver Air Connection RFP](#)



air wisconsin

CONNECTING COMMUNITIES TO THE WORLD SINCE 1965

ESSENTIAL AIR SERVICE

Re: DOT-OST-2001-10644

Submission Date: January 6th, 2025

Robert Binns, *President & Chief Executive Officer*
Luke Carlton, *Managing Director of Financial Planning and Analysis*

Tel: 920-749-7645

Email: Luke.Carlton@airwis.com



January 6, 2025

Michael Gormas
United States Department of Transportation
Essential Air Service (EAS) Program & Small Community Air Service Development (SCASD) Program

Air Wisconsin Airlines LLC submits Essential Air Service Proposal for Watertown, SD.

Dear Mr. Gormas,

Air Wisconsin Airlines is pleased to submit the attached proposal to provide Essential Air Service from Watertown Regional Airport (ATY) to Chicago O'Hare International Airport (ORD) or a combination of Chicago O'Hare International Airport (ORD) and Denver International Airport (DEN). We are confident that our experience, commitment to operational excellence, and focus on community needs make us the ideal partner to deliver reliable air service for Watertown.

Our proposed service will enhance aviation safety for the residents of Watertown, support local businesses, and provide a critical link to national and international destinations through our Codeshare agreement with American Airlines through Chicago O'Hare (ORD).

Air Wisconsin will listen and partner with the Watertown community to support marketing and promotion of flight services through the combination of print, digital, radio and online media platforms.

As directed by the RFP, we will offer the Watertown community 12 subsidized round-trip flights per week on our CRJ200 aircraft, for a two-year term. We will work with the community to establish the best possible schedule.

Thank you for your consideration.

Robert Binns
President & CEO
Air Wisconsin Airlines LLC
E: robert.binns@airwis.com



Proposal for Subsidized Essential Air Service at Watertown, SD

Air Wisconsin Airlines LLC is pleased to submit this proposal to provide subsidized Essential Air Service (EAS) to Watertown, SD for a two-year term beginning June 1, 2025.

Service Overview:

We propose operating 12 weekly round trips between Watertown Regional Airport (ATY) and Chicago O'Hare International Airport (ORD) using 50-seat Bombardier CRJ200 regional jets. All flights will be schedule service conducted under FAR Part 121 regulations, ensuring the highest levels of safety and operational reliability. Alternatively, Air Wisconsin offers the city a second option with one daily round trip to ORD and 5 round trips per week to Denver International Airport (DEN) for a total of 12 weekly round trips from the Watertown Regional Airport (ATY).

Seamless Connectivity and Codeshare Benefits:

Passengers traveling through Chicago will enjoy seamless connectivity through our codeshare partnership with American Airlines. This relationship enables travelers to book flights on the websites of both Air Wisconsin and American Airlines, as well as through major third-party online travel agencies. The partnership offers Watertown residents and visitors convenient access to American Airlines' extensive global network, with connections to hundreds of destinations worldwide under a single booking.

Subsidy Request and Community Impact:

Air Wisconsin respectfully requests an annual subsidy of \$6,793,219 in the first year to support this critical air service with a 7% increase in subsidy for the second year. This funding reflects the operational costs associated with maintaining reliable, high-quality service while ensuring affordable ticket prices for the community. For Option 2, Air Wisconsin respectfully requests an annual subsidy of \$7,183,357 in the first year with a 7% increase in subsidy for year two.

Commitment to Watertown, SD:

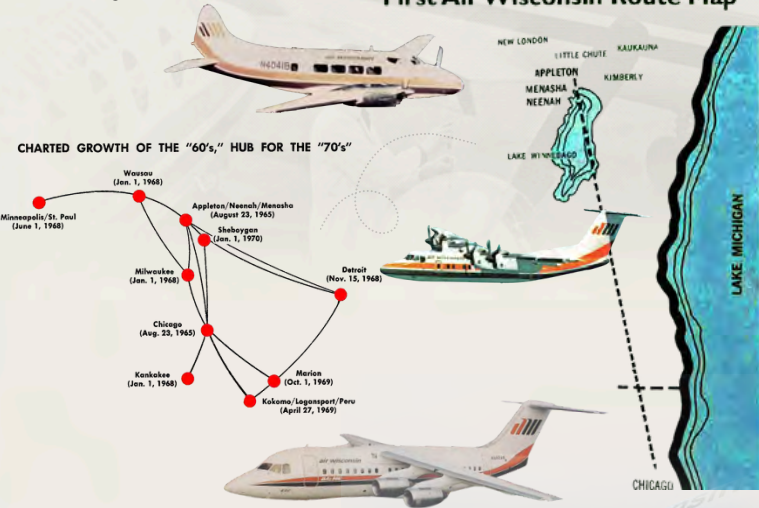
This proposed service is designed to meet Watertown's travel needs, enhance connectivity to major markets, and support local economic growth. Our commitment to safety, reliability, and customer service ensures that Watertown residents and businesses benefit from dependable air travel options.

We welcome the opportunity to discuss this proposal further and collaborate with the Department of Transportation and the Watertown community to finalize a service plan that meets the region's needs.

OUR HISTORY

1965 Our Roots...

Air Wisconsin has played a leading role in the regional airline industry over the past six decades. Founded in 1965 to connect Appleton, Wisconsin, with Chicago, the airline initially operated a modest schedule using commuter aircraft. By the 1980s, Air Wisconsin had emerged as a significant regional carrier, who pioneered the first codeshare and capacity purchase agreement with a major airline, setting the standard for the industry.



2024 Today...

From modest beginnings, Air Wisconsin has grown to serve multiple destinations across the Midwest, Southeast and East Coast. Our mission is to connect you and your community to the world, ensuring your travel plans begin right at home. With a steadfast commitment to safety, reliability, and the genuine hospitality that defines the Midwest, Air Wisconsin continues to deliver exceptional service with care and kindness.



IN THE COMMUNITY

Air Wisconsin is committed to giving back to the communities that have been instrumental in its success. Employees are encouraged to use company-provided volunteer hours to support the causes and places that matter most to them.

Our Values

- ✓ Safety
- ✓ Smart Decisions
- ✓ Superior Service

SPONSORSHIPS

Air Wisconsin's dedicated Community Engagement team actively seeks new opportunities to make a difference. Through partnerships with local schools, homeschool groups, and technical colleges, the company offers facility tours, internships, and apprenticeships, employing students to explore and grow their future in aviation. We are excited about the opportunity to engage with your community on meaningful projects. Whether through educational initiatives, internships, volunteer activity, or collaborative programs, we look forward to building a strong partnership and contributing to the region's growth and success.

In our community, we are proud to sponsor a variety of organizations such as:

- | | |
|------------------------|-----------------------------------|
| Habitat for Humanity | Wings for Autism |
| Old Glory Honor Flight | Experimental Aircraft Association |
| The Salvation Army | Appleton Historical Society* |

Our Goal

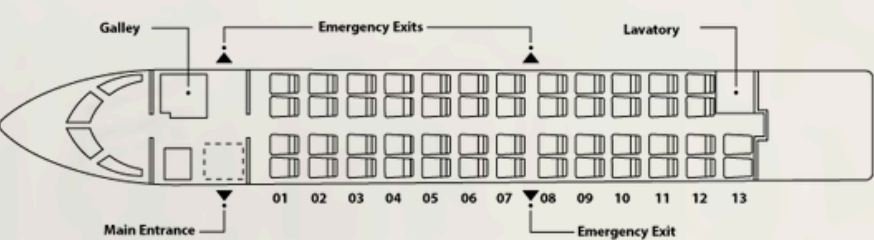
Give back to our community and make a positive impact on the world around us.

* To showcase our history, we also have an Air Wisconsin exhibit at the Appleton Historical Society.

OUR FLEET *Bombardier CRJ-200*



The Bombardier CRJ200 was designed to provide superior performance and operating efficiencies in the fast-growing regional airline industry. It has become the most successful regional airliner program in aviation history.



1300 miles
Maximum Flying
Range



50
Passengers



41,000ft
Maximum
Operating Altitude



534 mph
Maximum
Cruise Speed



RELIABILITY & SAFETY

99.9%

In the last year, we have had a controllable completion rate of 99.9%.

30 *million*

Passengers safely carried the past decade.

99.4%

Since 2020, our flights have had a controllable completion rate of 99.4%.



Air Wisconsin has a dedicated Safety Management System required by regulation.



COMMITMENT TO SAFETY

All Air Wisconsin Airlines employees, from the frontline to our Senior Leadership share the responsibility to:

- Establish and maintain the highest levels of safety and security throughout our operation and organization.
- Comply with all Company policies, regulatory requirements, laws and industry standards.
- Proactively identify and immediately report hazards, safety concerns and incidents as well as any behavior that violates our policies, regulatory requirements, laws and industry standards.



HIGHEST LEVEL OF SAFETY: PART 121

	Part 121	Part 135
Flights Sold to Public	Scheduled Service	Scheduled Public Charter
Minimum Experience Qualification for Captains	2500 hours	1200 hours
Minimum Experience Qualification for First Officers (Co-Pilot)	1500 hours	250 hours
Airport Requirements	Requires Certified Airports and Emergency Services for scheduled services	Can operate into any airport regardless of emergency services
Dispatcher	Required for every flight	No dispatcher required
Pilots Required	Two Pilots	As few as one pilot, depending on aircraft
Minimum Pilot Training Time Requirement	80 Hours	None specified
Aircraft Seating	Unrestricted	30
Payload Restriction	Unrestricted	7,500 lbs
Director of Safety	Mandatory with specified qualifications	Not required
Safety Management System	Required by Regulation	Not currently required

OUR PEOPLE



290 years

Combined senior leadership experience in the airline industry



50+ years

Multiple employees have over fifty years of individual aviation maintenance experience and have earned the FAA's *Charles Taylor Master Mechanic Award*



35%

Of employees have been with Air Wisconsin over 5 years

LOCAL MARKETING PLAN



- Air Wisconsin commits to a local marketing spend of at least **\$25k annually** using a mix of digital and print advertising
- The codeshare with **American Airlines** creates seamless connections to destinations around the world
- Our partnership with American Airlines allows Watertown to leverage American's strong global marketing and brand awareness
- Air Wisconsin offers a **complimentary** first checked bag and carry on luggage
- Our larger aircraft allow us to carry **more passengers** and provide more opportunity than other EAS airlines
- **No** change fees



Follow Air Wisconsin's social media channels!

Air Wisconsin will listen and partner with the community to build a successful marketing campaign

Let us connect you to
Chicago O'Hare International Airport

- American Airlines connects to **350 destinations** across **6 continents**
- Chicago O'Hare (ORD) is the **4th largest** airport in the United States
- **99%** of Watertown passengers can reach their final destination via Chicago O'Hare by flying American Airlines
- Two Roundtrips per day to ORD unlocks the entire AA network, not just part of it



@airwisconsin

AMERICAN AIRLINES CODESHARE



	BENEFITS OF CODESHARE	LIMITATIONS OF INTERLINE
Booking Simplicity	Single booking under American Airlines flight numbers for a passenger’s entire journey	Separate tickets on two carriers
Baggage Handling	Baggage is automatically checked through to final destination with fewer complications	Baggage is also checked through, but policies and assistance may vary across airlines
Customer Service	Changes/questions can be addressed in a single call	Passenger delay issues may need to be resolved between various airlines causing confusion and stress while traveling
Loyalty Programs	Earn frequent flyer miles and benefits with American Airlines <u>AAdvantage® program</u> for the passenger’s entire journey	Loyalty benefits are limited to flight segments operated by major carrier
Flight Connections	More streamlined flight connections, with coordinated schedules to reduce layover times for passengers	Flight connections may be less coordinated, leading to longer layovers or missed flights
Rebooking Options	Rebooking during delays or disruptions is easier because codeshare partner airlines share responsibilities under one ticket	Rebooking can require passengers to coordinate with customer service representatives at multiple airlines

Air Wisconsin’s codeshare agreement with American Airlines offers unparalleled advantages.

Unlike carriers with only interline agreements, our codeshare partnership integrates Watertown into American Airlines’ extensive global network. This means passengers can book a single ticket with seamless connections, enjoy consistent service standards, and earn or redeem AAdvantage miles across their journey.

Additionally, codeshare flights are marketed directly through American Airlines’ channels, enhancing visibility and driving increased passenger demand and local economic activity. This integration ensures that Watertown passengers benefit from a smoother, more connected travel experience, to over 350 destinations across 6 continents.



BID PROPOSAL**Option 1: Air Wisconsin Two Year EAS Bid for ATY to ORD*****Air Wisconsin EAS Bid for KATY-KORD Market***

<i>Air Wisconsin Aircraft Data</i>	<i>CRJ-200LR</i>
Aircraft Range	1,300 Miles
Aircraft Seats	50
Max Altitude	41,000ft
Max Cruise Speed	534mph

Air Wisconsin Proposed Route Plan

Proposed Hub connection from Watertown, SD	ORD
Weekly Roundtrips	12
Annual Block Hours	2,122
Available Seats	62,400
Load Factor Assumption	50%

Passenger Revenue

Passengers	31,200
<u>Average Fare</u>	<u>\$110</u>
Revenue	\$3,432,000

Expenses

Variable Costs	\$6,468,173
Fixed Costs	\$2,998,985
Marketing	\$25,000
<u>Various trip-related Tax</u>	<u>\$246,146</u>
Total	\$9,738,304

Subsidy

Operating Income/(Loss)	(\$6,306,304)
5% Profit Margin	\$486,915
Year 1 Subsidy	\$6,793,219
Year 2 Subsidy	\$7,268,745

Effective Subsidy Rate

Estimated Completion Factor (CF)	99%
Estimated Total Trips with CF	1,236
Subsidy Per Trip (99% Completion)	\$5,498
Subsidy Per Passenger	\$218
Annual Subsidy Increase	7%

BID PROPOSAL Option 2: Air Wisconsin Two Year EAS Bid for ATY to ORD & DEN***Air Wisconsin EAS Bid for KATY/KDEN-KORD Market***

<i>Air Wisconsin Aircraft Data</i>		<i>CRJ-200LR</i>
Aircraft Range		1,300 Miles
Aircraft Seats		50
Max Altitude		41,000ft
Max Cruise Speed		534mph

<i>Air Wisconsin Proposed Route Plan</i>	
Proposed Hub connection from Pierre, SD	ORD/DEN
Weekly Roundtrips	12
Annual Block Hours	2,139
Available Seats	62,400
Load Factor Assumption	45%

<i>Passenger Revenue</i>	
Passengers	28,080
<u>Average Fare</u>	<u>\$110</u>
Revenue	\$3,088,800

<i>Expenses</i>	
Variable Costs	\$6,380,631
Fixed Costs	\$3,157,410
Marketing	\$25,000
<u>Various trip-related Tax</u>	<u>\$219,967</u>
Total	\$9,783,007

<i>Subsidy</i>	
Operating Income/(Loss)	(\$6,694,207)
5% Profit Margin	\$489,150
Year 1 Subsidy	\$7,183,357
Year 2 Subsidy	\$7,686,192

<i>Effective Subsidy Rate</i>	
Estimated Completion Factor (CF)	99%
Estimated Total Trips with CF	1,236
Subsidy Per Trip (99% Completion)	\$5,814
Subsidy Per Passenger	\$256
Annual Subsidy Increase	7%



air wisconsin

CONNECTING COMMUNITIES TO THE WORLD SINCE 1965

ESSENTIAL AIR SERVICE



@airwisconsin



Jan 6, 2024

Todd M. Homan, Director
United States Department of Transportation
Office of Aviation Analysis
1200 New Jersey Ave SE
Washington, D.C. 20590

Re: Response to Order 2024-12-1/Proposal to Provide Essential Air Service at
Pierre *and/or* Watertown, South Dakota

Via e-mail to: EAS@dot.gov and michael.gormas@dot.gov

Dear Mr. Homan,

Attached is Denver Air Connection's proposal to provide air service at Watertown, South Dakota to the community's choice of Denver International Airport (DEN), Chicago O'Hare International Airport (ORD), and Minneapolis/St. Paul International Airport (MSP).

We look forward to the opportunity to support the economic growth of the region by providing scheduled passenger service with our safe and reliable 50-seat Embraer EMB-145 aircraft with service and schedules tailored to the community's needs.

Our reliable service will provide Watertown and surrounding region with options to access the world's most comprehensive route network of United Airlines, American Airlines, Delta Air Lines, and other major carriers through Denver International airport, Chicago O'Hare International airport, and Minneapolis/St. Paul International airport. Our service is dedicated to the community to ensure seat availability and direct flights to and from these destinations. The communities we service praise our excellent completion rates and on-time performance rate.

As directed by the RFP, we will offer the community 12 non-stop round-trip flights per week split as the community desires between DEN, MSP, and ORD for a new 2-year contract with a four-year option. We will work closely with Watertown to set the best possible schedule. Denver Air Connection believes this proposal meets the needs of the community and provides the best overall option for air service to the Watertown community with reliable connectivity at Denver, Minneapolis, and/or Chicago.

Thank you for your consideration.

A handwritten signature in blue ink, appearing to read "Marcus Hesting".

Marcus Hesting,
Director of Finance
Denver Air Connection

13252 E. Control Tower Rd. / Englewood Colorado 80112 / O: 303.768.9626 / M: 720.635.5903
mhesting@keylimeair.com / denverairconnection.com



Proposal to Provide Essential Air Service at
Pierre and/or Watertown, South Dakota
Filed: January 6, 2025

Via e-mail to: EAS@dot.gov and Michael.gormas@dot.gov with the title
"Proposal to provide EAS Pierre and/or Watertown, South Dakota"

Order: 2024-12-1
Served: December 4, 2024
Docket: DOT-OST- 2001-10644
Under 49 U.S.C. § 41731 *et seq*



ABOUT US

Denver Air Connection is the passenger airline operated by Key Lime Air Corporation, its parent company. Key Lime Air was founded in 1996. It has grown its scheduled passenger service by focusing on its mission to empower emerging communities with global travel and economic access by providing safe and reliable regional airline service.



Over 27 Years of passenger and cargo experience

We are excited for the opportunity to continue our partnership with the Watertown community and extend our unique brand of service to Watertown and surrounding areas for another two years or more. We hope that our demonstrated Safety, Service, and Reliability have made a positive impression over the last several years.

The growing list of partner communities is a testament to the quality service offered by Denver Air Connection.

Telluride, Colorado – Denver Air Connection established the first and only scheduled passenger jet service to this mountain destination. Connecting quickly and safely to Telluride from anywhere in the world has never been easier. Additional daily service from Telluride to Phoenix Sky Harbor began on December 16, 2021.

Alliance, Nebraska – Denver Air Connection began service to Denver on June 1, 2019. In 2023, Alliance selected Denver Air Connection to continue service through 2025.

Clovis, New Mexico – Denver Air Connection began service to Denver on May 1, 2020. Service was expanded to include Dallas/Ft. Worth on November 1, 2021. In 2022, Denver Air Connection was selected to continue serving the community for another four years.

Thief River Falls, MN – Denver Air Connection began service to Minneapolis on June 1, 2020. In 2022, Denver Air Connection was selected to continue serving the community for another five years.

Pierre, SD – Denver Air Connection began service to Denver on July 1, 2021. In 2023, Pierre reselected Denver Air Connection to continue providing service into 2025.

Ironwood, MI – Denver Air Connection began service to Chicago O'Hare and Minneapolis on October 1, 2021. In 2023, the Ironwood community reselected Denver Air Connection for a four-year term to provide service through 2027.

McCook, NE – Denver Air Connection began service to Denver in June 2022. In February 2024, the McCook selected a 4-year renewal with Denver Air Connection.

Alamosa, CO – Denver Air Connection began service to Denver in June 2022. In June 2024, Alamosa reselected Denver Air Connection to continue service for another two years.

Cortez, CO – Denver Air Connection began service to Denver and Phoenix in October 2022. In October 2024, Cortez reselected Denver Air Connection for a 4-year term.

Muskegon, MI – Denver Air Connection began service in November 2024. Muskegon selected Denver Air Connection for a four-year term.

Dubuque, IA – Denver Air Connection began service between DBQ and ORD in November 2024.

Jackson, TN – Denver Air Connection began service to Atlanta and Chicago in December of 2024. Jackson selected Denver Air Connection for a four-year term.

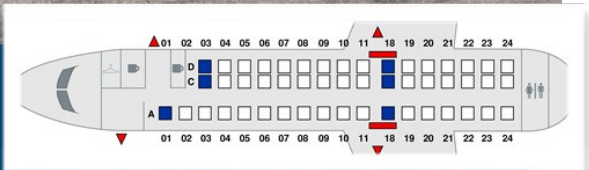


Watertown is precisely why we are in business and exactly the type of service we specialize in with a proven track record that our partner communities are proud to offer their citizens and businesses.

THE FLEET

Embraer 145LR

With 20 years in operation, over 26 million flight hours, in service with 36 airlines in 26 countries, the ERJ-145 is a proven runway legend. The ERJ-145 has a 50-seat capacity and a 1550-mile range fully loaded. Several of our jets underwent an Embraer refurbishment in the Summer of 2019 resulting in like new aircraft.



In the cabin, every detail has been considered. Overhead stowage compartments feature space-saving retractable panels. With no middle seat and the three-abreast, 31" seat pitch, every passenger has a comfortable window or aisle seat. Our 50 seat jets provide flexibility and choice to meet the community's emergent needs.

Denver Air Connection can provide the aircraft to meet the community's needs.

In-Flight Experience

We are here to joyfully serve our customers. We love what we do, and we share our passion by providing an extraordinary customer service to the communities we are proud to serve. We take pride in our onboard experience.



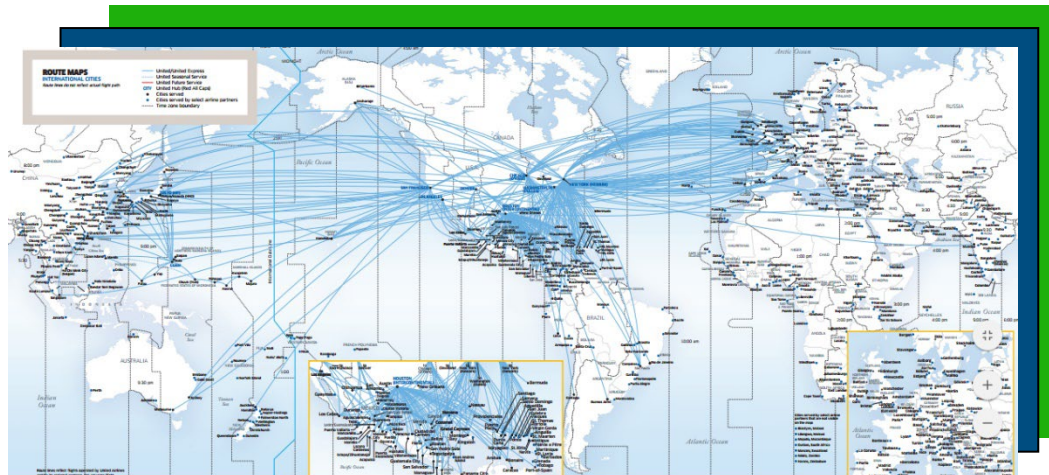
Our friendly flight attendants help make your in-flight experience great. We also serve a complimentary snack service aboard our jet aircraft which The Points Guy (<https://thepointsguy.com/news/best-snack-basket/>) describes as "the best snack basket in the sky."

CONNECTED TO THE WORLD

Denver Air Connection's Interline Agreements with United Airlines, American Airlines, and Delta Air Lines provide our community partners with travel network access benefits including the convenience to search, book and purchase tickets on our partners' web sites as well as baggage transfers and thru-checks to and from any of our partners' US destinations.

No Checked Baggage or Security Hassles

Our Interline Agreement also allows our community partners to participate in setting fares and schedules. Denver Air Connection will work with Watertown to tailor an airline service for their specific community needs.



In addition to the United, American, and Delta Interline Agreements, Denver Air Connection participates in multiple Global Distribution Systems (GDS) including SABRE, Travelport and Amadeus. Ticket distribution through these GDS systems provides world-wide visibility for the route and for the community through websites such as: Google, Kayak, Expedia, Travelocity, Priceline and many other Online Travel Agencies (OTAs).



***Denver Air Connection Provides
Access to the World***

SAFETY, RELIABILITY & SKILL

Safety

Safety is at the core of Denver Air Connection's culture. We maintain a Safety Management System that is integrated into every aspect of our operation.

Skill

Denver Air Connection pilots and mechanics are trained to the highest standards in the world.

Our pilot culture aspires to perfection on every flight.



Reliability

All aircraft are maintained in house under our FAA approved maintenance program. This in conjunction with our part 145 Repair Station gives us the ability to maintain, inspect, and alter our aircraft and components at all levels. We pride ourselves on never leaving passengers stranded due to maintenance issues. Our communities know

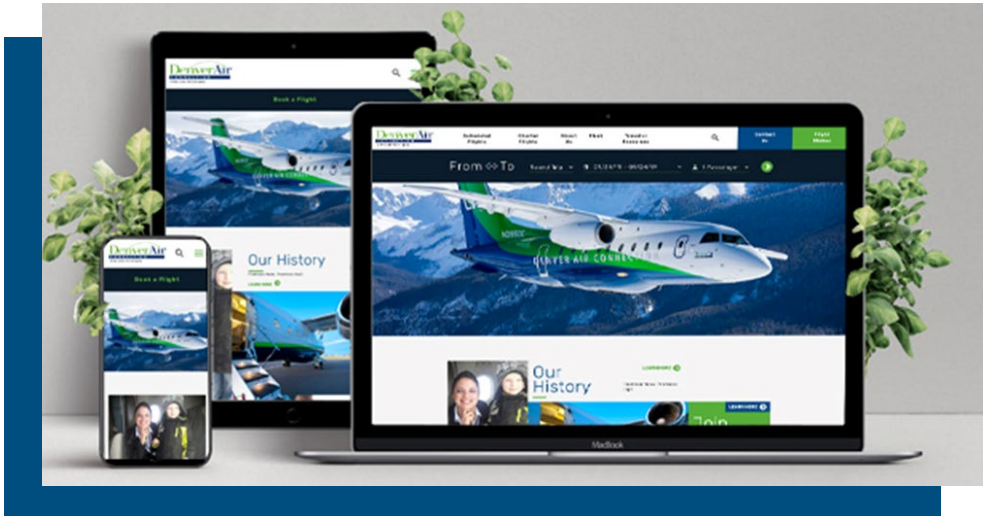
that we will use our fleet to bring maintenance to a location to fix an issue or send a replacement aircraft to get the passengers to their destination. We recently relocated our primary maintenance base to Denver International Airport, allowing us to perform a full range of maintenance operations from line checks to heavy maintenance at our hub airport. This maintenance location conveniently connected to our Watertown route allows us to rapidly recover from unforeseen maintenance events affecting Watertown flights.

Performance

Denver Air Connection has demonstrated an impressive completion rate of better than 98% for our EAS communities.



MARKETING



Denver Air Connection recognizes how critical marketing is to the success of a community's airline service. We have budgeted a minimum of \$20,000 annually to create awareness for the service and promote its utilization.

Our budget will support our coordinated effort with the community to form an integrated traditional marketing campaign in print and broadcast as well as the effective utilization of digital platforms including our social media channels to raise awareness, visibility and customer satisfaction for the community's passengers.

Marketing efforts utilize our collaborative skills and experience working with your local professionals, to create and distribute messaging to obtain the highest utilization rate possible for the service.

Denver Air Connection will listen and partner with the community to build a successful marketing campaign.

YOUR CHOICE. YOUR AIRLINE.

Denver Air Connection represents the airline choice that listens to the Watertown community's needs and customizes its service to meet those needs. The Department of Transportation awards Essential Air Service contracts based on the five criteria below. The DOT will formally solicit the views of the Watertown community as to which carrier and option they prefer. The Department is directed to consider five factors when making a carrier selection:

1. The demonstrated reliability of the applicant in providing scheduled air service.

Denver Air Connection delivers an exceptional rate on completed flights and impressive on-time performance rate.

2. The contractual and marketing arrangements the applicant has made with a large carrier to ensure service beyond the hub airport.

Denver Air Connection has established interline agreements with United Airlines, American Airlines, and Delta Air Lines which provides seamless access to these Airlines' networks.

Denver Air Connection maintains close contractual and marketing relationships with our airline partners and the communities we serve to ensure service beyond the hub airport.

3. The interline agreements that the applicant has made with larger carriers to allow passengers and cargo of the applicant at the hub airport to be transported by the larger carrier(s) through one reservation, ticket, and baggage check in.

Denver Air Connection has interline agreements with American Airlines, United Airlines, and Delta Air Lines.

4. Community views. The preferences of the actual and potential users of air transportation at the eligible place, giving substantial weight to the views of the elected officials representing the users of the service.

Denver Air Connection enjoys high levels of customer support from our passengers. We are happy to provide references for all the communities we serve to hear firsthand how we deliver on our promises every day.

5. The air carrier has included a plan in its proposal to market the service.

Denver Air Connection will work with the community on how to best spend marketing dollars and to ensure marketing budgets are utilized and implemented effectively.

Bid Proposal

We understand the scheduling needs of Watertown and will provide a total of 12 weekly nonstop roundtrip flights to the community's choice of DEN, MSP, and ORD in a schedule that best suits the community's needs. The weekly frequency to each destination and the daily schedules will be adjusted based on the needs and wants of the community. This proposal is for a two-year term with a four-year option.

**Denver Air Connection
EAS Bid for Watertown
January 6, 2025**

	ATY-DEN/ORD
Number of round trips per week	12
12 RT to any combination of DEN, ORD and MSP	
Aircraft Data	ERJ 145/ 50 Seat Jet
Block Hours	2,250
Available Seats	62,400
Load Factor	54%
Passenger Revenue	
Passengers	33,997
Average Fare	105.00
Revenue	3,569,732
Expenses	
Aircraft Lease	864,000
Crew Cost	1,256,944
Maintenance	2,339,450
Insurance	314,400
ATY Operating Expense	399,397
DEN/ORD Operating Expense	658,920
Deice, Catering and Misc.	69,997
Marketing	20,000
Fuel Cost	3,521,232
Total Expense	9,444,340
Annual Subsidy Requirement	
Operating Income	(5,874,608)
Profit	472,217
Total Subsidy Year 1	6,346,825
Total Subsidy Year 2	6,791,102
Total Subsidy Year 3	7,266,480
Total Subsidy Year 4	7,775,133
7% annual escalation	
Effective Subsidy Rates	
Subsidy per Trip (98% completion)	5,189
Subsidy per Passenger	187

For questions or comments, please contact:

Cliff Honeycutt, CEO/President
Denver Air Connection, a Key Lime Air Corporation company
13252 E. Control Tower Rd.
Englewood CO 80112
cliff@keylimeair.com
(303) 768-9626 O | (303) 718-4301 M



SkyWest
AIRLINES®

Watertown to Denver and Beyond



Dear Mr. Gormas:

SkyWest Airlines is pleased to submit our proposal to provide Essential Air Service from Watertown, SD (ATY) to Chicago O-Hare (ORD) and Denver International Airport (DEN). We are excited about the opportunity to offer reliable and efficient air service to the region.

As outlined in the RFP, we propose operating 12 subsidized weekly round-trip flights for a four-year term, utilizing CRJ200 aircraft. These regional jets offer comfortable seating for 50 passengers, providing an ideal solution for both business and leisure travelers. Our flight schedule is designed for seamless connections to United Airlines' extensive network at ORD and DEN, ensuring convenient travel options for all passengers.

This service will not only improve air connectivity but also stimulate economic growth by enhancing business and tourism opportunities in Watertown. We believe this proposal offers the best option for the community's air service needs.

Thank you for your consideration.



Cody Thomas
Managing Director – Market Development





We will offer 12 subsidized weekly round-trip flights for a four-year term utilizing CRJ200 aircraft.

UNITED



Operated by SkyWest Airlines

SkyWest welcomes the opportunity to operate United Express service to the Watertown community. Our combination of safe and reliable aircraft, well-timed schedules, and access to one of the world's largest airline networks will provide passengers with quality air service and stimulate economic growth in the region. SkyWest will actively partner with the community to market the service with a variety of promotions including print, digital, radio and online.



Founded in 1972 and headquartered in *St. George, Utah*



Connects small and medium sized communities to the *global air service network*



Fleet of nearly *500 aircraft*



Over *2,300 daily departures* to over 250 cities

SkyWest
AIRLINES®

ABOUT SKYWEST

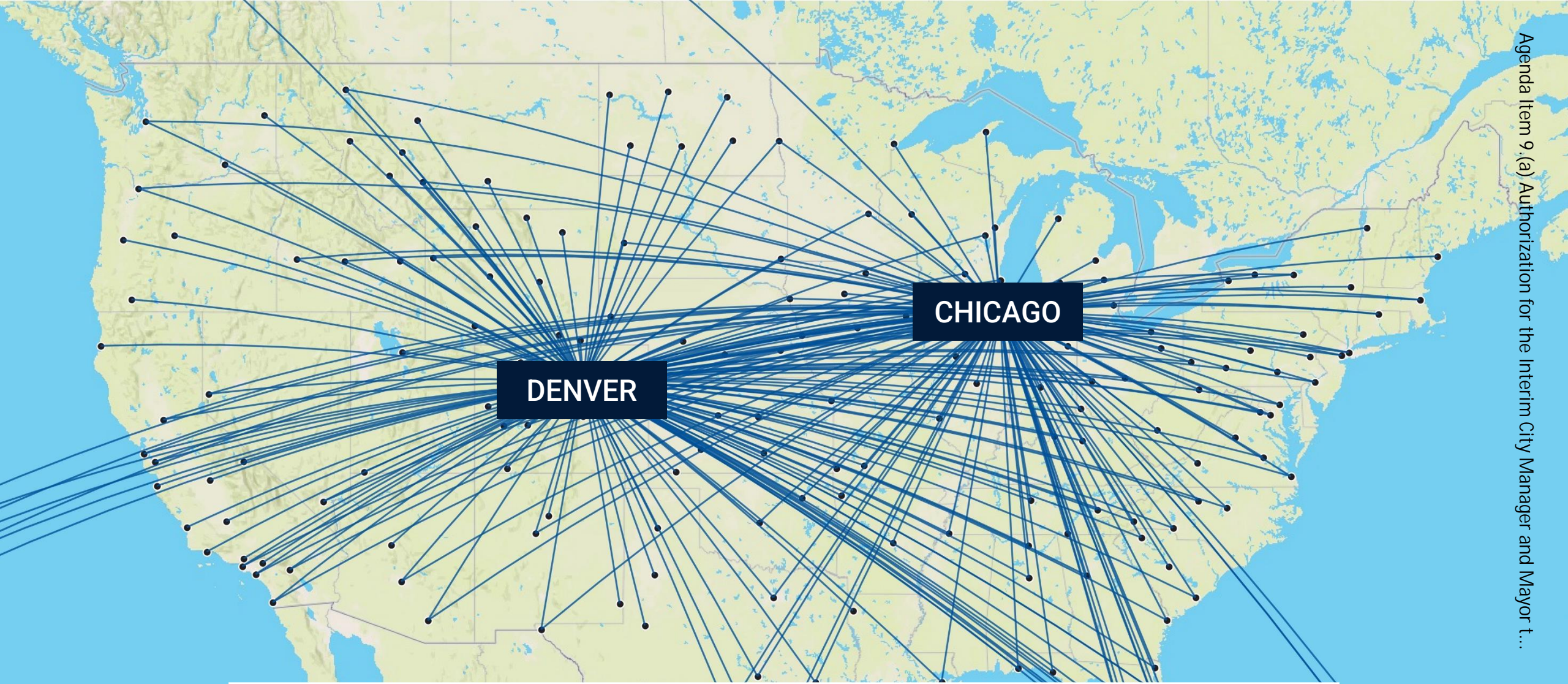
Partnership with four major airlines:



CODESHARE ADVANTAGE

	CODESHARE	INTERLINE
Full Itinerary on Single Ticket for Connecting Flights in Denver	✓	✗
MileagePlus® Miles Accrued for all Flights	✓	✗
Auto Bag Transfer on Connecting Flights in Denver	✓	✗
Pricing Advantage – Especially when flying International	✓	✗
Irregular Operations (IROP) Protection	✓	✗
Gate Proximity to Partner Departures – UA Ground handled	✓	✗
Amenities - Lounge Access and Travel Support	✓	✗





UNITED



**DOMESTIC ROUTES
FROM DEN AND ORD**



GLOBAL ROUTE NETWORK





50-SEAT JET SERVICE



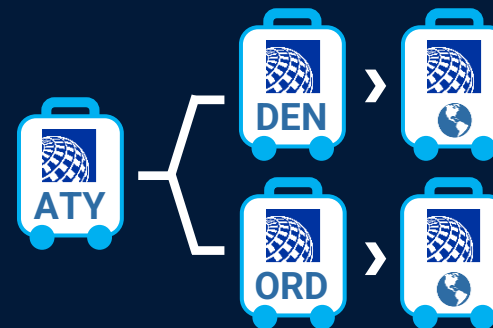
Professional flight attendant
on every flight



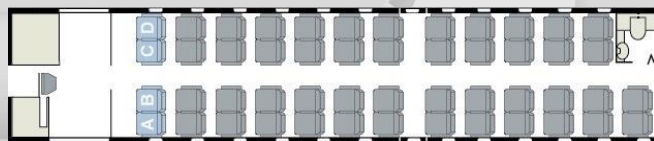
MileagePlus® miles
that never expire



Mobile app & 24/7
customer service



Seamless bag transfer to
final destination



Number of
round trips
per week from
ATY to ORD/DEN
12.0

**50 SEAT
CRJ200**



Passenger Revenue	
Passengers	32,136
Average fare	\$ 112.50
Revenue	\$ 3,595,800

Block Time	Minutes
Trip block time	112
Total scheduled block time	2,330
Total completed block time	2,260

RPMs	
Passengers	32,136
Stage length	513
Total RPMs	16,532,568

ASMs	
Scheduled departures	1,248
Completed departures	1,211
Stage length	513
Available Seats	50
Total ASMs	32,011,200

Revenue	\$ 3,595,800
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Marketing costs	\$ 20,000
Direct operating expenses	\$ 5,832,170
Departure related	\$ 3,275,639
ASM related	\$ 298,344
Total expenses	\$ 9,426,154

Operating income (loss)	\$ (5,830,354)
-------------------------	----------------

5% profit margin	\$ 471,308
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Annual subsidy requirement (Year 1)	\$ 6,301,661
Annual subsidy requirement (Year 2)	\$ 6,490,711
Annual subsidy requirement (Year 3)	\$ 6,685,433
Annual subsidy requirement (Year 4)	\$ 6,885,996

Effective subsidy rate per unit	
Subsidy per trip	\$ 5,206
Subsidy per passenger	\$ 196
Load factor	52%

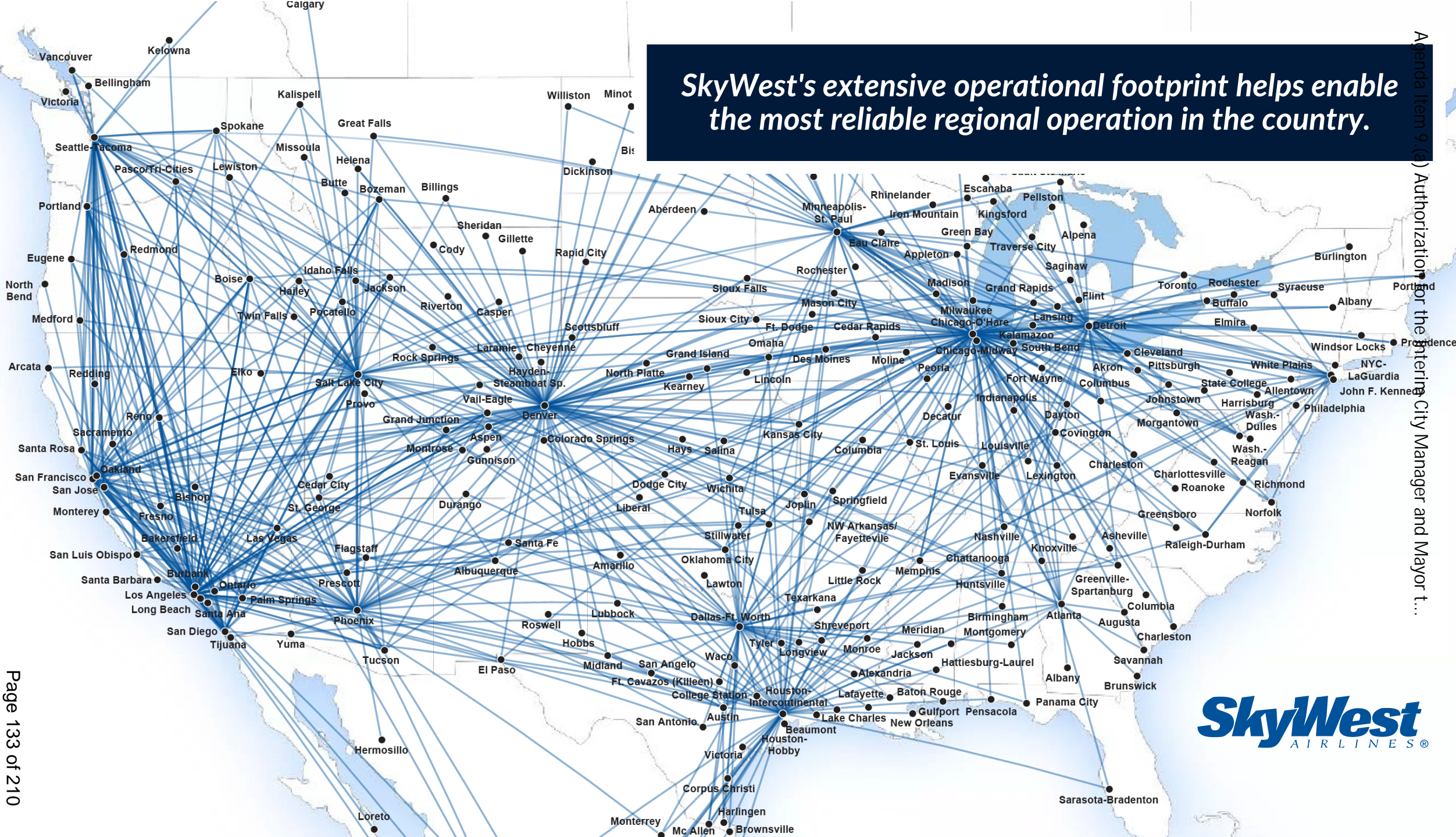
**SkyWest will dedicate \$20,000
annually to market air service**

TOP FAA PART 121 OPERATOR

	PART 121	PART 135
Two Air Transport Pilots in Flight Deck	✓	✗
Active Flight Dispatching	✓	✗
FAR Part 117 Rest Rules	✓	✗
Safety Management Systems	✓	✗
Advanced Qualification Program (AQP) Training	✓	✗

SkyWest's extensive operational footprint helps enable the most reliable regional operation in the country.

Agenda Item 9 (a) Authorization for the Interim City Manager and Mayor t...





SkyWest is a leading CRJ200 operator and has been named the manufacturer's most reliable operator in North America five times.



SkyWest

AIRLINES®

www.skywest.com





City Council

Agenda Item

Subject: Discussion and Approval of a Recruiting Firm to assist in the recruitment and hiring of a new City Manager.

Meeting: City Council - Feb 03 2025

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

BACKGROUND INFORMATION:

The Succession Planning Committee will discuss proposals vetted before the City Council and will provide a recommendation for a Recruiting Firm during the meeting.

FINANCIAL CONSIDERATIONS:

Financial Considerations to be discussed during the meeting.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the approval of a Recruiting Firm to assist in the recruitment and hiring of a new City Manager.

ATTACHMENT(S):

[City Manager Job Description 2025](#)

[RFP Response CM One](#)

[RFP Response CM Two](#)

CITY OF WATERTOWN
JOB DESCRIPTION



Title:	City Manager	Employee Group:	Non-represented
Department:	Administration	Pay Grade:	205
Reports To:	City Council	FLSA Status:	Exempt

POSITION SUMMARY

The City Manager serves as chief administrative officer for the City; provides leadership with the development and execution of the City’s strategic vision; provides policy support to the Council; directs the executive level managers and reviews overall operational performance; and exercises budgetary and contractual control over revenue and expense for the City.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive.

1. Directs, manages, coordinates and expedites activities of all City departments.
2. Serves as spokesperson and representative for Watertown and represents the city in discussions and negotiations with other government entities.
3. Develops and maintains standard operating procedures relative to the City’s business affairs or exercise of governmental power and suggests changes to City ordinances where appropriate.
4. Provides recommendations for the development of policy by the City Council.
5. Develop and execute operating procedures and strategic plans aligned with the City Council’s vision.
6. Recruit, appoint, hire, discharge, and supervise city employees.
7. Directs the executive management team and provides development opportunities to lead team effectively.
8. Prepare and present annual budget and ensure fiscal responsibility.
9. Attends all City Council meetings unless excused and carries out directives of the Council.
10. Foster positive relationships with community stakeholders, organizations, and citizens.
11. Communicate city plans to the public effectively and address concerns from the citizens.
12. Must live within two miles of the city limits of Watertown.
13. Promotes and creates opportunities for economic development.
14. Manages emergency response plans and disaster recovery efforts.
15. Other duties as assigned.

KNOWLEDGE SKILLS AND ABILITIES

1. Knowledge of local government management and business theory, practice and administration of large complex organizations.
2. Knowledge of accounting and budgeting principles and practices.
3. Knowledge of leadership principles and practices, including goal setting and program budget development and implementation.

4. Experienced leader that understands how servant leadership effectively moves a large organization.
5. Ability to develop annual budgets at a departmental and city level.
6. Skill in analytics necessary in order to develop and implement department mission, goals and procedures; determine needs for capital expenditures, personnel and operating budgets; and prepare special reports or analyses for jurisdiction or outside agencies.
7. Highly collaborative, organized, and efficient. Strong work ethic and demonstrated conflict resolution skills.
8. Knowledge of principles and practices of budgeting, fiscal management, project management principles and techniques.
9. Ability to effectively utilize the principles of strategic and long and short-range planning.
10. Ability to prepare, recommend and monitor an operating budget, including line item budgeting.
11. Ability to interpret and implement local policies and procedures; written instructions, general correspondence; Federal, State, and local regulations.
12. Ability to perform detailed work accurately and independently with minimal direction and supervision.
13. Ability to effectively handle stressful situations.
14. Ability to lead and manage employees, select and supervise, train, and evaluate personnel according to policies.
15. Knowledge of office computers, software, and effective uses of such.
16. Excellent writing and communication skills, including interpersonal skills. Ability to prepare clear and concise reports; prepare and administer budgets; and research, analyze, and implement methods.
17. Ability to maintain confidentiality and avoid conflicts of interest.
18. Ability to manage time effectively to perform job duties at all times.

PHYSICAL AND WORK ENVIRONMENT

The physical and work environment characteristics described in this description are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions or as otherwise required by law. Employees needing reasonable accommodation should discuss the request with the employee's supervisor.

- This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, frequently requires standing, speaking or hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires walking, stooping, kneeling, crouching or crawling and reaching with hands and arms.
- Work has standard vision requirements.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word.
- Hearing is required to perceive information at normal spoken word levels.
- Work requires preparing and analyzing written or computer data and observing general surroundings and activities.
- Work has no exposure to adverse environmental conditions.
- Work is generally in a moderately noisy office setting (e.g. business office, light traffic).

MINIMUM REQUIRED QUALIFICATIONS

- Bachelor's degree from an accredited college or university in Public Administration, Business, Finance, or related field.
- Minimum ten (10) years of increasingly responsible management experience, of which five (5) years is at an executive level, inclusive of executive level financial responsibilities.

PREFERRED QUALIFICATIONS

- Credentialed Manager through ICMA.
- Master's degree from an accredited college or university
- C-suite experience of a large non-profit organization or corporation

OTHER REQUIREMENTS

Nothing in this job description limits management's right to assign or reassign duties and responsibilities to this job at any time. The duties listed above 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 the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYEE ACKNOWLEDGMENT

I have received, reviewed and fully understand this job description. I further understand that I am responsible for the satisfactory execution of the essential functions as well as skills and abilities described therein. Furthermore, I understand this document will change over time, as necessary. From time to time, I understand I may be asked to perform duties and handle responsibilities that are not specifically addressed in my job description. I understand that this does not constitute an employment agreement.

Employee Signature

Date

Employee Printed Name

Agenda Item 9.(b) Discussion and Approval of a Recruiting Firm to assist...

January 16, 2024

Robb Peterson, Chairperson
700 Pheasant Ridge Dr.,
Watertown, SD 57201

Re: Request for Proposal -Watertown, SD City Manager

Dear Robb,

Thank you for inviting Robert Half Inc. (a Delaware corporation), through its executive search practice group ("Robert Half") to participate in City of Watertown's ("Client") Request for Proposal. Attached is our completed response (our "Proposal") to the Client's Request for Proposal (the "RFP").

Robert Half acknowledges and agrees that no legal relationship or obligation is created between Client and Robert Half by our participation in this RFP process or submission of this Proposal, until the successful negotiation and execution of an agreement by both parties. Robert Half will perform services only pursuant to a separate services agreement negotiated by the parties.

Robert Half is confident that if we are issued a notice of award, we will be able to negotiate mutually agreeable terms and conditions. Some of the contract issues for discussion would include clarification regarding background checks, payment terms, indemnification, and insurance requirements. Robert Half has successfully negotiated thousands of contracts and looks forward to negotiating a final contract, as well as a long and successful relationship with Client.

All information disclosed by Robert Half to Client regarding our candidates must be treated as confidential by Client.

This Proposal is only applicable to the executive search practice group of Robert Half Inc.

Founded in 1948, Robert Half Inc. is the world's leading provider of specialized staffing services. Our expertise lies in supplying just-in-time professionals for specialized needs in distinct markets. For more than 75 years, Robert Half Inc. has been the most respected and recognizable name in our industry. For 27 consecutive years, we have been named to FORTUNE magazine's "World's Most Admired Companies" list and are again this year listed as the top-ranked staffing firm. Executive search is committed to providing superior customer service and maintaining the high professional and ethical standards that have earned our customers' loyalty and our industry's respect.

Thank you for considering our proposal. Robert Half looks forward to developing a lasting partnership with you. Should you have any questions, please contact me at the number below.

Respectfully,

Scott Foley
Senior Managing Director
800 Nicollet Mall, Suite #2700
Minneapolis, MN 55402
Office: 612.656.0200
Mobile: 952.738.2600
scott.foley@roberthalf.com

Company Information – Robert Half Executive Search

History, Experience, and Expertise

Robert Half Executive Search (“RHES”) is particularly well qualified to conduct this search project in partnership with SCCE & HCCA. As an entity of Robert Half (NYSE: RHI), RHES provides retained search support for executive leadership positions in not-for-profit organizations, as well as private and public companies. We benefit from the strong, 72+ year history of growth and recognition of our parent company.

Robert Half has been named to FORTUNE® magazine’s list of “Most Admired Companies” for more than 15 years. Ethisphere, an international think-tank dedicated to best practices in business ethics, named Robert Half to its “World’s Most Ethical Companies” list. We are very proud of this as our motto has always been “ethics first”.

While we are able to take advantage of the many resources of Robert Half, our approach in Executive Search is specifically focused on recruitment of senior and executive-level leadership. To do this effectively, we are very targeted in the way that we identify and attract qualified individuals who are successfully employed and can meet the position’s specifications. Furthermore, we focus on assessing and developing these candidates to ensure cultural fit and appropriate motivation to work in your organization.

Please do not be at all concerned that our Executive Search practice is part of such a large company. Your search will not get lost in the shuffle. Our team in the Executive Search practice in the United States is made up of only 60 employees, including Managing Directors, Principals, Associates, Research Associates and Search Coordinators, along with additional, behind-the-scenes support staff. Our ratio of Managing Directors to Principals/Associates (Recruiters) is 1:1. The ratio of Managing Directors to Research Associates is 3:1. The ratio of Managing Directors to Search Coordinators (Administrative Support) is 5:1. As such, we offer the touch and feel of a boutique search firm with the resources of a \$7 billion parent company. Our clients get the best of both worlds: customized searches, a consultative approach, and personal attention generally attributed to a boutique firm, with the proven business processes and national/global brand reputation and network to access an extraordinarily wide a pool of talented candidates.

We feel that our key differentiators include the following:

Resources & Scale: As the largest staffing company in the world, our access to resources outweighs any of our competitors.

Customized Search: We begin every search from scratch. We recruit candidates based on the key selection criteria requested by you and do not rely on a limited database and do not “recycle” previously placed candidates.

Unlimited Access: Because of our deep and wide expertise across a variety of industries and functional areas, we have few “off-limits” scenarios with clients and are able to directly recruit into nearly any organization where other firms may not or, ethically, should not.

Our Process: We employ a team of subject matter experts who are focused on your search from start to finish. Unlike other firms who use junior members for candidate development, we do not abdicate responsibilities during any point of the search. We are able to do this by limiting the number of clients with whom we work.

Flexible Fee Structures: Unlike other executive search firms, we do not have minimum fees. In addition, while our normal fee structure is consistent with what other executive search firms offer to potential clients, we are able to offer flexible structured arrangements to Robert Half clients with whom one of our other divisions has previously worked.

Our Success: The proof of our process lies in our success. We have completed a large number of search engagements since our inception across a diverse range of industries and functional disciplines. Our placement rate is 97% compared to an industry average that is considerably lower. We also have a very high rate of repeat business from clients who have previously retained us.

Commitment to Including Diversity and Equity in a Search: Robert Half seeks to identify qualified candidates, regardless of their sex, gender, race, religion or belief, pregnancy, or maternity, ethnic or national origin, marital status, disability, age or sexual orientation. The resulting size and depth of our candidate research has commensurate benefits for our clients, who can have confidence in our ability to find the right candidate for the right job as effectively, efficiently, and inclusively as possible.

Materials and strategies for conducting the search

Our approach to executive search is hands-on and collaborative. We dedicate senior professionals to every search and serve as your first point of contact with prospective candidates. From the beginning of the search to the hiring and on-boarding process, we have crafted a customized, efficient, and effective ten-step approach.

- **Step 1--Understand the Situation:** Prior to defining the role and initiating the internal search process, we will meet face-to-face with your key stakeholders in the search to better understand City of Watertown. We follow a detailed search start-up process as we explore specific responsibilities and critical success factors (critical functional competencies, leadership and management behaviors, and personal characteristics).
- **Step 2--Define the Position:** Drawing upon Step 1, our understanding of the specific requirements for the role will allow us to develop Position Profile which will serve as both the “blueprint” for the search and a document that can be shared with prospective candidates. The Position Profile will summarize the mission of the organization, the position’s scope and the desired management competencies, style, and personality for successful candidates.
- **Step 3--Identify the Potential Candidate Universe:** Guided by the Position Profile, we will identify potential candidates. Our research process, led by our dedicated Research Team, includes a comprehensive review of our network of professionals as well as a proactive outreach to functional and industry sources and selected potential candidates. Our worldwide network of recruiting and consulting services is a key to identifying the right candidates.
- **Step 4--Evaluate Potential Candidates and Provide Weekly Status Reports:** Our objective is to interview and critically evaluate the most promising professionals and introduce you to candidates who have a history of success. Once we have built a decent pipeline of candidates, we will set up a weekly client stakeholder call with you and our key search team members, whereby we will share a search status update guided by a weekly Progress Report (a sample of which is included as Appendix A). This report – a direct pull from our database – is cumulative and includes market intelligence, search strategy, and detailed information on candidates with whom we’ve interacted, including their name, company, title, and where they are in the process. The presentation of this report offers our clients complete transparency

into our process, and how the market is reacting to our outreach. With this dedicated form of communication, clients never ask us what we are doing with our time, with their investment, or who we are contacting and from whom we are hearing back.

- Step 5--Present the Candidates: We will provide a full Candidate Profile, including appraisal of fit, for every candidate we present to the search stakeholders. We will facilitate the scheduling of your interviews with prospective candidates and provide pre-briefing and debriefing meetings with all parties.
- Step 6--Facilitate Selection: We will work with you to select the final candidates who are the best fit based upon the intelligence gained through in-depth interviewing by the RHES team and by you. This is the point at which we often serve as an advisor to both you and to the prospective candidate(s).
- Step 7--Check References: Once mutual interest is assured, we conduct “360-degree” reference checks on your finalist(s), reaching out selectively to current and former superiors, subordinates, peers, and third parties. In addition, we verify postsecondary degrees, relevant certifications, and licenses. We will provide a comprehensive written Reference Report that details the fit to the Position Profile.
- Step 8--Facilitate an Offer and Acceptance: We will work with you to develop a mutually beneficial arrangement based upon the candidate’s compensation history and relocation requirements, if needed. Our frequent communication with you and the candidate will ensure everyone is well-informed about the status of the offer and that negotiations are on track.
- Step 9--Facilitate the Transition from Acceptance to Employment: The transition period is our opportunity to make sure all parties are moving forward with the same end-goal in mind: a successful onboarding and enduring relationship. We will stay in close communication with all parties to facilitate a smooth and timely transition.
- Step 10--Conclude the Search: We maintain continuous communication with all of those who have been involved to make sure they know how the search concluded, including you, your staff and finalist candidates, to foster a positive perception for your reputation and goodwill among those involved in the process.

Tools used in past searches include, but are not limited to:

- Mining subscription-based resources for candidates and market intelligence – including ZoomInfo (powered by DiscoverOrg), Pitchbook and LinkedIn Recruiter Professional Services
- Utilizing directories, associations, exhibitor/attendee lists to identify appropriate candidates
- Networking within our Robert Half platform – internally with more than 10,000 colleagues within our diversified divisions, and externally with thousands of companies and individual contacts
- Leveraging our own personal networks

Our Professional Staff and Experience

This project will be staffed by a team led by Senior Managing Director, Scott Foley. Scott has more than 18 years of leadership, search and placement experience, helping a diverse mix of his client's secure elite talent for executive positions in their respective organizations. He will hand-pick a dedicated researcher, recruiter, and search coordinator for administrative support, thus, the search team will be made of up 4 skilled individuals. This team will be intact from the start to finish of the search, barring a personal emergency with a team member, and will be present on all the weekly status calls to ensure strong communication and continuity with the search project. Scott will be involved in all aspects of the process with the team and will have personally interviewed and vetted all candidates presented to City of Watertown.

Scott Foley – Senior Managing Director

Scott Foley is a Robert Half Executive Search Managing Director and is based in Minneapolis, MN. Scott focuses on financial services, medical device manufacturers, law firms, cutting edge technology and diverse manufacturing clients. He has worked on positions at a variety of levels including C-Suite searches, Executive Vice President Searches, Vice President Searches as well as General Manager and Executive Director roles.

Scott's searches are often unique and vary across a wide variety of industries. From Fortune 500 companies to start-ups, he is highly skilled in finding and delivering the very best executive leadership candidates available for each search assignment. Scott has also worked across the United States on key roles for his clients. He is experienced at finding the "hard to find" candidates that his clients are looking for when they engage in a search.

Scott has volunteered for a large number of organizations, including the Leukemia and Lymphoma Society and the Lakeville Hockey Association – he is their current President. Scott is also active in his church in the Minneapolis area. Scott graduated from the University of Minnesota - Duluth with a Bachelors in Marketing.

Mark Rahe – Senior Managing Director

Mark Rahe is a Senior Managing Director at Robert Half Executive Search and is based in our Denver office. Mark has over 28 years of experience in the search industry and has worked with a wide variety of clients, ranging from Fortune 500 corporations to small privately held companies.

Mark has conducted searches for a diverse number of industries including healthcare, manufacturing, software, construction, and retail. His areas of search expertise include CEOs, COOs, CFOs, VPs, Directors, and other senior management roles. Mark has worked with private equity firms in executing difficult searches nationwide. With a focus on being a "solution provider", Mark has proven to be a valuable partner in the search process.

Barbara Volz – Senior Principal & Principal Development Leader

Barbara Volz is a Senior Principal & Principal Development Leader in the Executive Search Practice of Robert Half. She brings 15 plus years of executive search experience and specializes in the management of search for and identification and vetting of executive leaders and senior-level and functional management professionals in the disciplines of executive management, financial management, operations management, sales and marketing, healthcare, technology, legal and human resources. Barbara graduated with a Bachelor of Science with a focus in Public Administration.

Bob Meyer – Associate Director

Bob is an Associate Director based in our offices in Middleton, Wisconsin. Bob has over 15 years of professional experience and brings a business maturity and a foundation of diverse capabilities to the role. Bob previously managed and oversaw many successful political campaigns in competitive elections. Bob also brings 8 years of experience working in the Wisconsin State Legislature, where he provided detailed policy analysis, managed media relations, and oversaw staff. Bob graduated from the University of Wisconsin - La Crosse with a Bachelor of Science in Political Science and a minor in Public Relations and Organizational Communication.

Salome Owino – Research Associate

Salome specializes in developing targeted search parameters and providing strategic research in identifying executive level candidates that meet clients wants and needs. Salome has successfully completed searches in plethora of industries and plays an active role in every search to find the best candidates for the client. Salome is based in the Houston, Texas office of Robert Half Executive Search US. Salome graduated from Southwestern University with a B.A. in Political Science and German.

Samantha Rodriguez – Search Coordinator

As a Search Coordinator, Sam provides support to Robert Half Executive Search Managing Directors, Principals, and Associates, coordinating search execution support activity for offices nationwide. She is based in the New York office. Sam is an alumna from Manhattan College, where she earned her Bachelor of Science in Management and Global Business.

Proposed Timeline

We approach each search as a new endeavor involving unique challenges. Our experience in the nonprofit area is exceptional and would allow us to get up to speed quickly with City of Watertown.

While most executive search firms take six months or longer to complete an assignment, our firm's experience has been completing searches in much less time – typically 3 to 4 months. Timing depends significantly on the accessibility and location of hiring members, schedule and accessibility of candidates, timeliness of client feedback, and the number of steps in the client selection process.

If engaged on this search, we would work to fully understand your selection process, benchmark the candidate you wish to find, and customize the search process and timeline accordingly. Our timeline will be constructed for a search completion process over a 90-day period from initiation of the search through offer acceptance.

Target Events (12 Weeks)	1	2	3	4	5	6	7	8	9	10	11	12
Kick Off Meeting												
Position Profile and Target Definition												
Candidate Outreach												
Progress Report on Search												
Robert Half Interviews Assessments												
Short-List Presentation												
Client Interviews Shortlist												
Additional Interviews with Finalist Candidate												
Candidate and Client Feedback												
Due Diligence												
Offer Process												
Close Search												

Pricing – Detailed Pricing Structure

Robert Half Executive Search works on a retainer basis by Search Project. Our fee is normally thirty-five (35%) percent of the placement’s total projected first-year cash compensation (base salary, target bonus, sign-on bonuses, and any other cash components). For this search, we will reduce the retainer fee percentage to twenty-eight (28%) percent for the City Manager position. We will base our initial retainer fee on total cash compensation of \$200,000, making the starting retainer fee \$56,000.

We also charge a Fee for Administrative Services (“FAS”), in addition to our retainer fee, equal to \$5,000.

The retainer fee will be invoiced in three installments at the following stages once you initiate the search:

- Upon the execution of this letter agreement to initiate the search, the first installment of \$23,000 (\$18,000 retainer fee plus \$5,000 FAS) will be invoiced.
- Within thirty (30) days of your execution of the letter agreement to initiate the search, the second installment of \$19,000, will be invoiced; and
- Upon candidate offer/acceptance, the third installment of \$19,000, will be invoiced.

Should the final targeted first year cash compensation be higher than \$200,000, we will “true-up” the difference on a final, or fourth payment.

We will invoice you for any direct expenses not paid by you. These expenses include, but are not limited to, Robert Half Executive Search consultant and candidate interview and travel-related costs. We would not incur any additional expenses without your prior knowledge and approval. Payment of our fee and direct expenses is not contingent upon the placement of one of our candidates with you. Our invoices will include appropriate taxes, if applicable. All invoices are due upon receipt.

Appendix A – Sample Progress Report

Appendix B – References

Our team has conducted executive-level searches across a variety of industries, including many government organizations. To respect client confidentiality, we do not directly name our clients.

January 8, 2025

Mayor and City Council
City of Watertown
23 2nd Street NE
Watertown, SD 57201

Dear Honorable Mayor Holien and Members of the Council,

Thank you for the opportunity to submit a proposal and scope of work to assist the City of Watertown with a search for your next City Manager. Our firm has extensive experience with local governments, and we thoroughly understand the complexities faced by local governments. DDA HR uses a proven, comprehensive process ensuring clients can identify the best candidate for their organization and community.

The attached proposal includes several elements that set us apart in our approach to providing this service. Highlights include:

- **Knowledge:** Our firm comprehensively understands local government, and our consultants are former Administrators with significant experience.
- **Neutral Third Party:** We provide a neutral, objective perspective and ensure the process is focused on assisting the Council with finding the best possible fit.
- **Brochure/Profile:** We develop a detailed, professional profile to present the organization in the most positive manner. A sample is attached.
- **Outreach and Advertising:** Our direct outreach and advertising is comprehensive and designed to penetrate deeper and reach more potential candidates. Our depth and scope of outreach is unparalleled.
- **Experience:** DDA HR has conducted more Minnesota city and county executive searches in the last five years than any other firm by a wide margin.
- **Adherence to deadlines:** When a deadline is established, we will meet it.
- **Video Interview:** DDA uses video interviews in the screening process to get quality data that may not be apparent on resumes. These videos are used by the Council to make informed decisions on who to interview. DDA believes that the elected body should pick candidates to interview, not us. We will make sure the Council has the needed information to make this effective. You know your organization best.
- **Candidate Communication:** Through direct contact and a sophisticated software system, we ensure candidates understand the process and where they stand at all times. Candidates deserve nothing less.
- **Work Personality Index:** Prior to deciding on final candidates, the Council will receive a personality index report on each person being considered for an interview.
- **Background Check Process:** Instead of doing a comprehensive background check on a single finalist, we do a comprehensive background and reference check on all finalists interviewed by the Council.
- **Intellectual Profile:** Each finalist will complete an intellectual profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude.
- **All Inclusive Pricing:** Costs for the scope of services we provide and laid out in the attached proposal are included. No surprises with us.
- **Two-year Guarantee:** We include a two-year guarantee because we use a proven process that you can trust.

Thank you for your consideration.

Sincerely,

Pat Melvin

Patrick Melvin
DDA Human Resources, Inc.
Enclosures



CITY OF

WATERTOWN

SOUTH DAKOTA

CITY OF WATERTOWN

City Manager Recruitment

Proposal & Scope of Work

Submitted by **DDA Human Resources, Inc.**

January 8, 2025



Prepared by:
Pat Melvin
Management Consultant

CONTENTS OF THE PROPOSAL

- | | |
|---------------------------|--------------|
| ■ Description of the Firm | ■ Fee |
| ■ Approach to the Process | ■ Assurance |
| ■ Service Team | ■ References |
| ■ Process Details | ■ Acceptance |
| ■ Timeline | ■ Addendum |
| ■ List of Clients | |

DESCRIPTION OF THE FIRM

DDA Human Resources, Inc. (DDA HR) is a specialized consulting firm dedicated to serving the human resources needs of local governments in and around Minnesota. Established as an affiliate of David Drown Associates (DDA), the company was created in response to the growing demand for HR consulting services within the public sector. DDA has served hundreds of cities and counties providing fiscal and economic development services for over 25 years and human resource services for over 10 years.

Team Expertise

The team at DDA Human Resources includes 11 highly experienced professionals, many of whom are former practitioners who have served as Administrators or Human Resource Managers. This hands-on experience ensures a deep understanding of the unique challenges and needs of local government.

Client Base

DDA Human Resources serves a wide range of clients, including cities, counties, and special districts throughout the upper Midwest. The firm has built a strong reputation for its thorough understanding of local government operations and its ability to deliver tailored solutions that meet client needs.

Commitment to Service

Our company is known for its nimble, efficient, and personal approach. DDA Human Resources prides itself on providing high-quality services at fair and equitable prices, ensuring that clients receive the best value for their investment.

Network and Reach

With a vast network of contacts and a deep understanding of the local government landscape, DDA HR stays attuned to the latest trends and developments, positioning itself as a leader in the field of human resource consulting for local government organizations.

Our Services:

- Executive Recruitment
- Organizational Studies
- Classification and Compensation Studies
- Ongoing Maintenance of Classification and Compensation Systems
- Leadership Development and Mentoring

APPROACH TO THE PROCESS

Our approach focuses on finding the ideal fit for the City by understanding your goals, objectives, and desired attributes for the next City Manager.

We begin by gathering background information, then comprehensively advertise the position and engage in direct outreach and recruitment to attract both active and passive candidates. After the application period closes, we analyze the applicants and present the best matches to the City Council.

Once finalists are selected, we conduct thorough research and provide all necessary information for the Council's decision. We prioritize communication. Our consultant will be on site throughout the recruitment, provide weekly email updates, and will always be available for questions.

SERVICE TEAM

PAT MELVIN – PROJECT LEAD

Pat joined DDA HR as a Management Consultant specializing in Executive Search Services. He has a Government and Management Degree from Saint John's University and a Public Administration Studies master's degree from the University of Minnesota – Mankato which he earned while working for the City of Edina. Pat grew from being the Special Projects Administrator in Wright County to becoming the Administrator in McLeod County and has city experience serving as City Administrator in the Cities of Arlington and Minnetonka Beach. While working in county and city government, Pat has been involved in numerous aspects of local government including policy development, budgeting, human resources (including recruiting), payroll, benefits and workplace investigations, capital improvement plans, contract negotiations, grievance settlements, and managed a group self-insured health insurance plan.

Pat will serve as the Project Lead.

Organizations/Affiliations

Pat enjoys working with public administration colleagues through his involvement in:

- AMC (Association of Minnesota Counties)
- MCMA (Minnesota City/County Managers Association)
- ICMA (International City/County Managers Association)



Contact Information:

pat@daviddrown.com

612-920-3320 x116

3620 Northome Ave

Wayzata, MN 55391

BART FISCHER

Bart joined DDA HR in 2023 as a Management Consultant that focuses on leadership development mentoring, organizational work, strategic planning facilitation, and executive search work. He has over 20 years of experience as a public sector leader/manager in local government organizations as well as most recently working as a consultant with public sector clients.

Bart's experience has taken him from being the Assistant City Administrator in the Cities of Newport and Chaska, Minnesota, to being the City Administrator in the Cities of Falcon Heights and Oakdale, Minnesota. As a consultant, Bart has fostered existing client relationships, supported business development, helped mentor staff, and managed strategic client pursuits and partnerships. He is a strategic leader known for relationship development and connecting people around common themes and goals. Bart obtained his Master's in Public Administration from Metropolitan State University in St Paul and his bachelor's degree from the University of Northwestern-St Paul.

Organizations/Affiliations

Bart enjoys working with public administration colleagues through his involvement in:

- MCMA (MN City/County Managers Association)
- MCMA Annual Conference Planning Committee
- MAMA (Metro Area Managers Association)
- ICMA (International City/County Managers Association)
- League of MN Cities



Contact Information:

bart@daviddrown.com

612-920-3320 x119

7383 Hyde Ave S

Cottage Grove, MN 55016

LIZA DONABAUER

Liza is a Management Consultant and specializes in Executive Search services. Like all DDA HR consultants, she has a background in public administration at both the city and county level, most recently in Kansas and Minnesota. Liza worked in Wright County providing administrative support to the Commissioners, Coordinator, and Human Resources Department. This path led her into city management for Clearwater, Kansas, and Arlington, Minnesota. Throughout the years, her work has centered on human resource management, strong community participation, and leadership development. Liza received her MBA with an emphasis in public administration from the College of St. Scholastica. She is also a Certified Diversity and Inclusion Recruiter through AIRS®.

Since joining DDA HR, Liza has conducted over 70 Administrator/Manager, Department and Executive Director searches.

Liza will assist with recruitment and consulting as needed.

Organizations/Affiliations

Liza enjoys working with public administration colleagues through her involvement in:

- MCMA, a state affiliation of ICMA
- MCMA Women in the Profession Committee
- MCMA Annual Conference Planning Committee
- MCMA Recognition and Membership Committee
- Secretary, Board of Directors, Minnesota Municipal Power Agency
- Publicity Committee for City Clerks & Municipal Finance Officers Association (KS)



Contact Information:

liza@daviddrown.com

612-920-3320 x111

P.O. Box 534

Waconia, MN 55387

GARY WEIERS

Prior to joining DDA in 2013, Gary had over 20 years of county government management experience, the last 11 years as County Administrator in Rice County. Prior to becoming Administrator, Gary served as the Social Service Department Director in Rice County and worked as a Social Service Supervisor in Mower County and Sherburne County. Gary received his bachelor's degree from the University of St. Thomas and has honed his skills by working his way up from an entry level social worker position to be the head of a \$50 million organization with over 350 employees. As a consultant, Gary has worked with local governments ranging in size from a couple thousand residents to Minnesota's largest county. In addition to conducting executive searches, Gary has done work with communities on sharing services, organizational analysis, strategic planning, and other management related work. Gary was instrumental in developing programs to assist new county administrators and presently mentors all new County Administrators and Coordinators in Minnesota. Additionally, he helped develop a Human Resource Technical Assistance Program that provides one-to-one consultation and access to a host of pertinent documents and policies to counties throughout Minnesota.



Contact Information:

gary@daviddrown.com

612-920-3320 x109

1327 Merrywood Court

Faribault, MN 55021

Gary has conducted over 95 executive searches and numerous organizational studies. Gary will assist with recruitment and consulting as needed.

LIZ FOSTER

Since joining DDA in 2015, Liz has been involved in over 160 executive search processes and other human resource projects. With certifications as a Professional Recruiter, AI and Sourcing Recruiter, Diversity and Inclusion Recruiter, and Internet Recruiter through AIRS®, Liz performs Recruitment Only search services for clients looking for assistance hiring those hard-to-fill positions.

In addition to recruitment, Liz provides support and assistance to the Management Consultants within the Human Resources Division. While assisting our Management Consultants, some of Liz's duties include community research, creating position profiles and advertisements, posting position openings, assembling interview materials for our clients, and providing other general administrative support to our Management Consultants.

Liz will provide administrative support for this project.



Contact Information:

liz@daviddrown.com

612-920-3320 x108

605 25th Ave NW

Austin, MN 55912

PROCESS DETAILS

STEP 1: PROJECT KICK-OFF & INFORMATION GATHERING

DDA HR will gather and assemble background information pertaining to the organization and position. In addition, Pat will meet individually with all Council members to review the hiring process and discuss candidate attributes, experience, and other important qualifications. Others will be interviewed as per the direction of the City. At the same time, the job description will be reviewed and updated as needed, and we will gather relevant comparative salary information for consideration by the Council. We will quickly develop a comprehensive understanding of the organization, community, and position.

Deliverables:

- Information gathering via interviews with the Council and others as identified.
- DDA HR receives information from the City such as organizational chart, logos/images, budgets, existing job description, etc.
- Consultant will review scope of process and timeline.

STEP 2: DEVELOPMENT OF POSITION PROFILE

Based on the information received from the City, DDA HR will develop a professional position profile that is customized to present the City in the most positive manner and provides prospective candidates with meaningful information. A draft will be presented to the Council for consideration and approval prior to advertising. For a sample profile, see Addendum A.

Deliverables:

- Draft profile sent to City Council approximately one week before the Council meeting.

STEP 3: REVIEW AND APPROVE PROFILE AND SCOPE OF WORK

DDA HR will meet with the City Council to review and approve the draft profile, salary range, job description, and scope of work.

Deliverables:

- Review and approval of draft profile, salary range, job description, and scope of work.

STEP 4: RECRUITMENT AND ADVERTISEMENT

DDA HR will make direct contact with possible candidates including those who are not active job seekers or traditional candidates. In addition, we comprehensively advertise the position. These efforts will include local, regional, and national outreach. In today's job market, it is important to reach candidates in ways that were not necessary even five years ago. Our efforts have resulted in 41% of candidates applying from outside of Minnesota. This means that 59% of candidates still are from within the state, so comprehensive strategies are needed.

To address the current challenging job market, we have added advanced recruiting methodologies to our portfolio through LinkedIn's robust recruiter platform. LinkedIn has nearly 800 million members with over 52 million job seekers visiting LinkedIn Jobs every week. This offers us 100% visibility of all those members. Our job posts receive high visibility for both active and passive candidates across more than 50 million organizations and over 38,000 skills. The recruiter platform provides over 40 advanced recruiting filters, recommended matches, and up-to-date insights allowing us to directly contact individuals that possess the desired backgrounds and/or experiences. At the same time, it allows us to personally connect with candidates in a career focused environment.

Local efforts (within Minnesota) will include:

- Direct outreach to candidates
- League of Minnesota Cities
- Association of Minnesota Counties
- GovernmentJobs.com
- University of Minnesota
- Minnesota Private College Consortium- Augsburg University, Bethel University, Carleton College, College of Saint Benedict, The College of St. Scholastica, Concordia College, Gustavus Adolphus College, Hamline University, Saint John's University, Saint Mary's University, St. Catherine University, St. Olaf College, and the University of St. Thomas
- Minnesota State Colleges and Universities- Bemidji State University/Northwest Technical College, Metro State University, Minnesota State Universities of Moorhead & Mankato, Southwest Minnesota State University, St. Cloud State University, and Winona State University
- Minnesota City County Management Association
- LinkedIn

Regional Outreach

- Direct outreach to candidates
- South Dakota Municipal League
- Iowa League of Cities
- League of Wisconsin Municipalities
- Over 20 universities outside of Minnesota throughout the upper Midwest
- Universities of Iowa, Wisconsin, South Dakota, Nebraska
- LinkedIn

Nationwide Outreach

- Direct outreach to candidates
- National Association of County Administrators
- National League of Cities
- National Association of Counties
- International City/County Management Association
- Woman Leading Government (WLG)
- Network of Asian Public Administrators
- LinkedIn

Agenda Item 9 (b) Discussion and Approval of a Recruiting Firm to assist

The simple DDA HR online application process will be used. This system enables us to efficiently manage applicant flow, and corresponding reference information, and allows us to communicate with each applicant quickly and effectively. We are known for our communication with both the applicant and our client which engages and informs both parties of each step. Additionally, our system also allows us to access, review, and evaluate thousands of prior applicants who may not be actively seeking a job but who may be open to the "right opportunity."

Deliverables:

- Advertising outreach begins with posting on identified websites and social media platforms.
- Direct contact through established professional networks.
- We utilize our database of identified prospective candidates to contact via email or phone call.

STEP 5: INITIAL SCREENING AND REVIEW

DDA HR will complete a comprehensive analysis of every application received and determine approximately 8-12 semifinalists based on job related criteria and desired attributes to complete a video interview. Our clients have most notably been pleased with the video interview component of our process. Video interviews allow our clients to gain additional insight on the candidate's education, experience, personality, as well as their ability to think on their feet, all of which has been said to help lay the foundation for the final interview process. Access to, and viewing of, this information is as simple as clicking on a link from the individual client's laptop, phone, or smart device in a location and at a time that is convenient for them. Candidate confidentiality when the Council is deliberating is maintained by assigning and referring to each semifinalist candidate as a number.

Each semifinalist would also complete an information disclosure (any personal or professional incidents that could be viewed as reflecting negatively on job performance, qualifications, ethics, or other factors) and a Work Personality Index Select (assesses the personal characteristics and tendencies that influences an individual's job performance). For more information about the Work Personality Index Select, see Addendum B.

About one week prior to selecting finalists for interviews, the information disclosure, video interview, personality index, cover letter, and resume from each of the semifinalists will be made available to the Council for viewing. This will allow you ample time to comprehensively review candidates prior to determining who to bring in for final interviews. Upon reviewing this introductory material, DDA HR will then assist the Council in selecting its finalists for final interviews. After the Council selects finalists, those not selected as finalists will be notified by DDA HR.

Candidates are considered public once they are chosen as a finalist.

Deliverables:

- List of approximately 8-12 semifinalists with cover letter, resume, and video interview.
- Results of Work Personality Index Select.
- Results of information disclosure.
- Confirm interview schedule and logistics.
- DDA HR will contact candidates not selected as finalists.

STEP 6: SELECTION

After the Council selects finalists, DDA HR will complete comprehensive background screenings including criminal history, civil court history, verification of education, driver's license review, credit check, and other items. Along with background checking all finalists, DDA HR will conduct character references with current and/or former employers to get a good understanding of each candidate's role and responsibilities, performance and

Agenda Item 9.(b) Discussion and Approval of a Recruiting Firm to assist...

strengths, leadership and management style, communication and interpersonal skills, community engagement, areas for improvement, and overall fit. In addition, DDA HR will administer an Intellect Profile which measures verbal reasoning, mathematical and logical reasoning, and overall mental aptitude. For more information about the Intellect Profile, see Addendum C.

Early in the search process, Pat will discuss interview possibilities including leadership staff participation or options for community involvement through a meet and greet event or interview panel, stakeholder interviews, individual and/or full Council interviews, a community tour, lunch with leadership staff, or other functions. Pat will work with City staff to coordinate all interview logistics.

Prior to interviews, Pat will prepare questions and then facilitate all interviews and other activities the Council determines appropriate. Our goal is to make the process smooth and painless so the Council can focus all its energy on finding the right person for the job and minimize staff disruptions to ensure the City can focus on the tasks at hand.

Approximately one week prior to the final interview process, the Council will have access to each of the candidate's application materials, video interview, background check results, reference information, information disclosure, a work personality report, and an intellectual profile on each person.

Deliverables:

- List of 3 to 5 finalists, confirming interview schedule and logistics.
- Video Interview.
- Summary of References.
- Results of background checks.
- Work Personality Index Select report.
- Intellect Profile report.
- Information Disclosure.
- Cover letter and resume.
- Press release.

STEP 7: OFFER & AGREEMENT

After interviews are complete, Pat will assist the City Council with deliberations. After deliberations, Pat will present the offer to the recommended candidate and negotiate the terms of the agreement based on the parameters established by the Council.

Deliverables:

- Present offer to recommended candidate.
- Negotiate agreement terms.
- DDA HR will contact those not selected.

STEP 8: FOLLOW UP

DDA HR will make periodic contact with the new Manager for at least the first year of employment.

Deliverables:

- Periodic check in with new Manager and Council representative.
- DDA HR offers follow up services including Leadership Development Mentoring, Performance Evaluation, and Strategic Planning. For more information on these additional services, see Addendum D.

TIMELINE

This timeline is tentative. The final timeline will be set after the City Council's decision to proceed. The dates highlighted in yellow indicate required Council participation.

ITEM	TASK	COMPLETION DATE
Decision by Council to proceed		January 20, 2025
Project Kick-off & Information gathering	<ul style="list-style-type: none"> Meet with staff, stakeholders, and each member of the Council Gather all pertinent background information Gather salary information and review job description Review scope of process 	January 28, 2025
Professional position profile	Develop position profile and advertisement.	February 10, 2025
Approve position profile and scope of work	Council approves profile, job description, salary range, scope of work, and timeline.	February 17, 2025
Candidate recruitment	<ul style="list-style-type: none"> Post position upon approval of profile Comprehensively advertise Direct outreach and recruitment of prospective candidates 	February 18, 2025- March 18, 2025
Screening of applicants	DDA HR will review and rank applicants based on job related criteria & desired attributes and select semifinalists.	March 19, 2025
Personality Index	DDA HR will administer a Work Personality Index Select to all semifinalists.	April 14, 2025
Video interview	Each semifinalist will complete a video interview.	April 14, 2025
Selection of finalists	<ul style="list-style-type: none"> Council selects finalists for interviews. DDA HR will notify candidates not selected as finalists. 	April 21, 2025
Background check of all finalists	Includes: <ul style="list-style-type: none"> Criminal background: county, state, national Sex offender registry Social Security number verification Education verification Credit check 	May 5, 2025
Reference check on all finalists	DDA HR will conduct reference checks with current and/or former employers on all finalists assessing each candidate's: <ul style="list-style-type: none"> Role and responsibilities Performance and strengths Leadership and management style Communication and interpersonal skills Community engagement Areas for improvement Overall fit with organization 	May 5, 2025
Intellect profile	DDA HR will administer an intellect profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude.	May 5, 2025
Finalist packet	DDA HR will provide the Council information including: <ul style="list-style-type: none"> Summary of references Results of background checks Intellect Profile and Work Personality Index Select reports Video interview Resumes, etc. 	May 6, 2025
Interviews	DDA HR will prepare all interview materials and be present at all interviews and other functions to assist in facilitation. It is recommended that Council interviews be at a special meeting.	May 13, 2025 Special Meeting
Decision	Council will select candidate for offer.	May 13, 2025
Offer and agreement	DDA HR will present offer to and negotiate an agreement with the recommended candidate based on the parameters established by Council	May 15, 2025
Projected start date	New Manager begins.	June 2025

LIST OF SEARCH CLIENTS FROM THE PAST THREE YEARS

In addition to the specific references listed on the following page, the City is encouraged to speak with any of the entities listed below:

CITIES

Barnesville- Administrator
Benson- Manager
Breezy Point- Administrator/Clerk/Treasurer
Chatfield- Administrator
Corcoran- Administrator
Credit River- Administrator
Crystal- Manager
East Grand Forks- Administrator
Eden Valley- Public Works Director
Fairmont- Director of Public Works/Utilities-Engineer
Faribault- Administrator
Granite Falls- Finance Director
Hawley- Administrator
Inver Grove Heights- Comm. Development Director
Lake City- Asst. Public Works Director
Lakeville- Finance Director
Maple Lake- Administrator
Maple Plain- Administrator
Mayer- Administrator
Melrose- Director of Electric Operations
Mora- Administrator/Public Utilities GM
Morris- Manager
Mound- Manager
New Hope- Manager
New London- Clerk/Treasurer
Newport- Administrator
North Mankato- Administrator
North St. Paul- Manager
Nowthen- Administrator
Olivia- Finance Director
Pelican Rapids- Administrator
Red Wing- HR Director, Finance & Accounting Manager
Richmond- Administrator/Treasurer
Rochester- Finance Director
Spring Park- Administrator/Treasurer
Staples- Economic Development Director
Stillwater- Community Development Director, Administrator
Waconia- Public Services Director
Wadena- Administrator

Watertown- Administrator
Waverly- Administrator/Clerk
Winsted- Administrator

COUNTIES

Anoka- Administrator
Becker- Administrator, Asst. County Attorney
Beltrami- Human Resources Director
Cass- Chief Financial Officer
Cottonwood- County Attorney
Dakota- Manager
Faribault- Assistant County Engineer
Hennepin- Chief Financial Officer, Chief Human Resources Officer
Mahnomen- Administrator
Roseau- County Engineer
Steele- Administrator
Swift- County Engineer

OTHER ENTITIES

Albert Lea HRA- Executive Director
Arrowhead Library System- Executive Director
Dakota 911- Executive Director
Des Moines Valley Health and Human Services- Administrator
Kandiyohi County Economic Development- Executive Director
Kitchigami Regional Library System- Director
Middle Fork Crow River Watershed District- Executive Director
Mississippi Watershed Management Organization- Executive Director
Riley Purgatory Bluff Creek Watershed District- Administrator

DDA HR is currently conducting searches for the Cities of Credit River, Crosby, Jackson, Lino Lakes, Mahtomedi, and Watertown, Minnesota, Cook, Freeborn, and Wadena Counties, Minnesota, and the Minnesota Inter-County Association (MICA).

FEE

The fee for the search process is \$24,000, payable at the completion of the search. This all-inclusive fee covers professional services and all expenses including consultant's travel, advertising, personality index, intellectual profile, background checks on all finalists, etc.

If the City chooses to offer a travel stipend or reimbursement for expenses of the candidates, that cost is handled directly between the City and the candidates. DDA HR would be available to provide input and guidance on this item.

If the course of the full-service search process is followed as put forth in the approved scope of work and no candidate is selected, we will repeat the recruitment once at no additional professional fee. The City will only be responsible for paying an expense charge of \$5,000.

ASSURANCE

Recruiting local government leaders such as City Managers can be particularly challenging these days due to several factors including demographic shifts, the perception and attractiveness of public sector jobs, compensation and benefits, the political and organizational environment, skills and experience mismatch, changing workforce expectations, and geographic and lifestyle factors.

To account for this, DDA HR has guarantees in place to reassure you that we are committed to your satisfaction and confidence in our ability to find the right candidate. Our goal has never changed – do the best job that we can and provide you the best possible candidates.

If the newly hired Manager leaves the organization for any reason within the first 24 months of employment, DDA HR will conduct one additional search without charging professional service fees. The City will only be responsible for paying an expense charge of \$5,000.

REFERENCES

Mike Dodge, Mayor
City of Mayer
City Administrator Recruitment
Phone Number: 952-215-2639

Jeff Pilon, Mayor
City of Nowthen
City Administrator Recruitment
Phone Number: 763-639-9151

Brent Frazier, Mayor
City of Pelican Rapids
City Administrator Recruitment
Phone Number: 218-850-3770

Sean Mork, Mayor
City of Hawley
City Administrator Recruitment
Phone Number: 701-866-8262

ACCEPTANCE

Your signature below indicates acceptance of the terms of the proposal stated herein. Any deviations from the scope of work must be agreed upon in writing by the City and consultant.

Client Representative Name: _____

Client Representative Signature: _____

Date: _____

Addendums

Addendum A: Sample Position Profile

Addendum B: Work Personality Index Information

Addendum C: Intellect Profile Information

Addendum D: Additional Services



CITY ADMINISTRATOR

Salary: \$120,000 to \$140,000





Jackson, Minnesota, is a charming small city located in the southwestern part of the state, serving as the county seat of Jackson County. With a population of around 3,000 residents, Jackson offers a blend of small-town warmth and modern amenities. The City is nestled in a picturesque area surrounded by rolling hills, farmland, and lakes, providing residents and visitors with ample opportunities for outdoor activities such as fishing, boating, hiking, and camping.

The City has a rich history, which is reflected in its historic downtown, where locally owned shops, restaurants, and businesses contribute to a close-knit community vibe. Jackson is known for its vibrant local events, including the annual Jackson County Fair, which draws visitors from across the region. These events are a testament to the strong community spirit, where neighbors come together to celebrate local culture and traditions.

Economically, Jackson's roots are in agriculture, with the surrounding region known for its farming and dairy production. However, the local economy has diversified over the years, with small businesses and manufacturing playing a vital role in sustaining the City. Jackson is also a hub for regional healthcare services, with access to clinics and nearby hospitals ensuring that residents receive quality medical care.

Education is another cornerstone of the community, with Jackson County Central Schools providing educational opportunities for children from elementary through high school, and the Minnesota West Community and Technical College for those seeking higher education.

With its blend of natural beauty, rich history, and strong sense of community, Jackson, Minnesota, is a wonderful place to live, work, and visit. Its welcoming residents and active community life make it an attractive destination for those seeking a peaceful, yet engaging environment.



Educational opportunities in Jackson, Minnesota, are provided by the Jackson County Central School District which serves students from elementary through high school. The district is comprised of Jackson County Central High School, a middle school, and elementary schools in both Jackson and the nearby town of Lakefield. The schools offer a wide-ranging curriculum that focuses on academic excellence while fostering the personal development of each student.

At the elementary level, students benefit from a solid foundation in core subjects like math, science, reading, and social studies, along with enrichment programs in music, art, and physical education. As students advance into middle and high school, the curriculum expands to include more specialized courses in areas like technology, business, agriculture, and the arts, preparing students for college, technical careers, or entry into the workforce.

In addition to K-12 education, Jackson residents have access to higher education through partnerships with regional community colleges and vocational schools. Minnesota West Community and Technical College, with a campus in Jackson, offers career-focused programs in fields like healthcare, business, and technical trades. These programs provide pathways for local students and adults seeking to advance their education and career skills.

The emphasis on both academic and extracurricular development in Jackson's schools ensures that students receive a well-rounded education, while regional higher education institutions provide further opportunities for lifelong learning and career advancement.



HEALTHCARE

Healthcare in Jackson is anchored by a network of local clinics and nearby hospitals that provide essential medical services to the city and surrounding areas. The community benefits from access to Sanford Jackson Medical Center, a critical healthcare facility offering a wide range of services including emergency care, inpatient and outpatient services, diagnostic imaging, rehabilitation, and primary care. As part of the larger Sanford Health system, the facility connects residents to specialized care when needed, ensuring comprehensive medical attention close to home.

In addition to the medical center, Jackson has local clinics and family practice providers that focus on primary care, preventative health services, and chronic disease management. These clinics often serve as the first point of contact for residents seeking healthcare, offering routine check-ups, vaccinations, and minor procedures.

For more specialized or advanced treatments, Jackson residents also have access to larger hospitals and healthcare systems in the nearby cities of Worthington or Mankato, where they can find specialists in fields such as cardiology, oncology, and orthopedics.

Overall, healthcare in Jackson is designed to meet the needs of its residents through a combination of local services and regional access, ensuring that quality care is available both in the community and through larger medical networks when necessary.



RECREATION & EVENTS

Jackson offers a variety of community events and recreational activities that reflect its strong sense of local pride and love for outdoor living. Throughout the year, residents and visitors can enjoy several annual events that bring the community together. One of the highlights is the Jackson County Fair which is held each summer. This event features agricultural exhibits, carnival rides, games, food vendors, and live entertainment. It's a family-friendly gathering that showcases the area's rural heritage while offering something for all ages. Jackson also hosts Rhythm of the River, Fort Belmont Pioneer Days, and Prairie Winds Kite Fly throughout the year, fostering community involvement and interaction. The City's downtown area often serves as a hub for these gatherings, promoting local businesses and artisans.

When it comes to recreation, Jackson is surrounded by natural beauty, offering a variety of outdoor activities. The Des Moines River, which flows through the City, provides opportunities for fishing, canoeing, and kayaking. Nearby lakes and parks are ideal for camping, hiking, and picnicking. Ashley Park and the City's network of walking and biking trails are popular spots for residents to stay active and enjoy the outdoors. For sports enthusiasts, Jackson offers community sports leagues including youth and adult programs for baseball, softball, and soccer. There are also recreational facilities including swimming pools and golf courses, making it easy for people of all ages to stay active year-round.

The Historic State Theatre in Jackson is a beautifully restored cinema with deep roots in the community. Originally opened in 1930, it has undergone several renovations over the years to maintain its vintage charm while upgrading its facilities for modern audiences. The theatre features Art Deco architecture and has served as a hub for entertainment, offering both movies and live performances. It is a cherished landmark in Jackson, representing the town's cultural heritage. Today, it continues to operate as a beloved venue for family-friendly events, movie screenings, and community gatherings.

These events and activities highlight Jackson's strong community spirit and its appreciation for both social gatherings and the great outdoors.

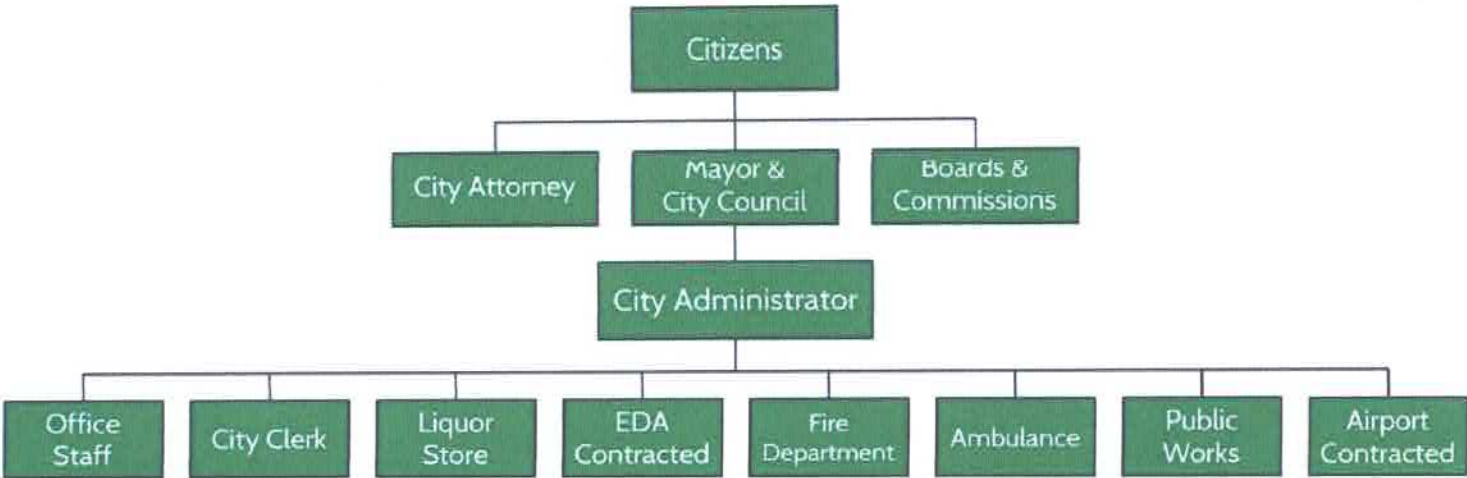


THE ORGANIZATION

The City of Jackson operates under a Mayor-Council form of governance. The City Council is made up of the Mayor and a group of elected Council members who are responsible for making decisions on local policies, ordinances, and the overall governance of the City. The Council consists of six Council members and the Mayor. The Mayor serves as the presiding officer and votes only in the case of a tie.

In addition to the Mayor and Council, Jackson's government includes several departments and commissions that oversee specific aspects of City operations including Airport, Ambulance, Fire Department, Public Works, and others. The City also employs a City Administrator, who is responsible for managing the day-to-day operations of the City, implementing Council decisions, and coordinating between different departments. The City Administrator plays a key role in ensuring that city services run efficiently and that the City's strategic goals are met.

Public services such as Police and Fire Protection, Street Maintenance, and Water Utilities are managed by the city government to ensure residents receive essential services. The City also focuses on community and economic development, working to support local businesses, attract new investments, and improve the quality of life for residents.



BUDGET SUMMARY

	2023	2024
City Council	73,206	85,953
Administration	533,664	512,010
Elections	3,500	10,650
Audit	11,500	13,000
Assessing	24,500	24,000
Attorney/Legal	120,000	125,000
Economic Development	123,335	207,459
Data Processing	48,488	46,954
City Hall Building	26,168	42,775
Law Enforcement	904,163	960,279
Fire Department	289,252	285,863
Building Inspector	15,250	15,000
Civil Defense/Sirens	3,500	3,500
Civil Defense/Floods	3,000	3,000
Animal Control	4,100	109,483
Streets & Alleys	587,792	741,816
Road Equipment	141,445	231,445
Sidewalks & Crosswalks	18,500	21,000
Ice & Snow Removal	69,371	73,371
Street Cleaning	18,048	18,048
Weeds & Spraying	9,300	15,100
Garbage Service	155,708	177,493
Summer Rec	4,312	8,312
Parks & Playgrounds	206,996	246,462
Splashpad	18,044	21,544
Pool	92,400	92,746
Ice Skating Rink	6,732	8,732
Senior Citizens	24,770	25,523
Downtown Environment	9,000	11,284
Council Unallocated	1,162,100	198,000
Total Expenditures	\$4,708,144	\$4,335,802

CORE DUTIES OF THE POSITION



Serves as the chief administrative officer of the City and performs such duties as:

- Implements City Council actions, policies, ordinances, resolutions, goals, and objectives, and directs the administration and operations of the City as provided by City Council actions.
- Ensures that the City operates in accordance with all federal, state, and local laws.
- Follows accepted standards and practices of public administration.
- Evaluates projects, programs, and services and the impact they may have on the community and the City.
- Attends City meetings, committee meetings, staff meetings, or meetings with other governmental entities. Prepares meeting agendas and supporting information.
- Provides direction, supervision, and oversight to department managers/supervisors on administrative matters and personnel-related matters of the hiring, firing, performance evaluation, etc., of City employees; coordination of services and collaboration between departments; and the sustainment of an organizational culture that supports and enhances the City's values.
- Conducts performance reviews on all direct reports, prepares letters of expectations for employees requiring follow-up evaluations, coaches and counsels staff, when necessary, and determines and issues discipline, as directed.
- Supervises administrative office staff directly and oversees daily operations and activities.

Advises the Council and its committees regarding operational issues, items, concerns, and recommendations

- Advises committees of any operational issues as they arise and before presentation to the City Council.
- Advises the Council on proposed legislation that can affect City operations.
- Represents the City at various meetings as directed by the Council.
- Coordinates, collaborates, and works with departments to identify innovative opportunities.
- Plans, researches, formulates, and recommends policies, procedures, and proposals for the Council's consideration.
- Oversees, manages, and implements special projects as delegated by the Mayor or City Council.
- Provides the Mayor and City Council with reports regarding the impact of potential actions under review by the City Council.

Oversees and plans the budgetary process and fiscal operations of the City

- Presents the proposed budget to the Finance Committee and City Council.
- Monitors City expenditures and financial reporting. Reviews and approves all invoices.
- Assists with audit processes and investment decisions.
- Researches alternative funding sources. Writes and prepares grant applications and administers City grants.

CORE DUTIES OF THE POSITION - CONT'D



Conducts and performs activities involved in public relations and public information services for the City

- Prepares quarterly newsletters and monthly Administrator's memos to keep the public informed of City projects and news.
- Prepares news releases when appropriate.
- Works with local news media to best represent the interests of the City.
- Works with a variety of different groups representing various sectors of the community to identify or discuss their issues and concerns and to represent the City or serve as a liaison between the community, citizens, and the Council.

Oversees the human resources functions, policies, and procedures of the City

- Oversees the recruitment, selection, and hiring process of the City.
- Oversees and coordinates the labor negotiations process and labor agreements of the City.
- Recommends changes in personnel policies and procedures.

Oversees and manages contracted services and consultants working on special City projects

- Collaborates and works closely with various consultants, engineers, attorneys, architects, or others engaged in various street, utility, airport, or management projects required of the City.
- Oversees the hiring and bidding process.
- Attends mediation, as necessary, for City projects.
- Coordinates any legal issues involving matters impacting the City.

DESIRED ATTRIBUTES



Leadership & Vision

- Proven government leader with experience as a City Administrator (required).
- Visionary capable of uniting and assisting Council and staff in achieving shared goals.
- Strategic thinker, skilled in setting annual goals, planning projects, and allocating resources.

Communication & Collaboration

- Exceptional communicator, ensuring Council and staff remain informed and focused on their roles.
- Personable and approachable, fostering trust and collaboration with staff and Council.
- Skilled in working effectively with diverse Councils or Boards, promoting inclusivity and cooperation.
- Active in maintaining relationships with community and business leaders, other local government administrators, and legislators.

Financial & Policy Expertise

- Demonstrated expertise in finance and budgeting, with a proven track record of financial stewardship.
- Experienced in creating and adhering to policies, ordinances, and state statutes.
- Consistent and transparent in applying policies and ordinances to both staff and the public.

Problem-Solving & Innovation

- Proficient problem-solver, involving stakeholders in decision-making and exploring viable solutions.
- Innovative leader, encouraging creativity and efficiency within the organization.
- Technologically savvy, leveraging advancements to enhance city operations.

Specialized Knowledge

- Knowledgeable in economic development, committed to fostering city growth.
- Familiarity with electrical systems and city ambulance services (preferred).

Professionalism & Crisis Management

- Calm and professional in stressful situations, emergencies, and interactions with the public.
- Adept at handling critical situations with composure and diplomacy.



City: Jackson, Minnesota

Position: City Administrator

Salary: \$120,000 to \$140,000

Application Deadline: November 13, 2024

Job Summary: Under the direction of the Mayor and City Council, the City Administrator serves as the chief administrative officer responsible for overseeing and directing the overall operations, goals, and objectives of the City, its departments, and its staff directly or through designated department supervisors.

Minimum Qualifications: Bachelor's degree in Business, Public Administration, or closely related field, and three (3) to five (5) years of experience in management/leadership in finance, personnel administration, government, and public administration, or an equivalent combination of education and experience.

Apply: Visit <https://daviddrown.hiringplatform.com/267461-jackson-city-administrator/1034005-application-form/en> and complete the application process by November 13, 2024. Finalists will be selected on December 3, 2024, and final interviews will be held on January 6, 2025.

Please direct any questions to Pat Melvin at pat@daviddrown.com or 612-920-3320 x116.

Psychometrics

Assessment Description

The Work Personality Index®-Second Edition, an updated version of the Work Personality Index®, is a work-oriented personality inventory that assesses the personal characteristics and tendencies that influence an individual's job performance. Comprised of 198 items rated on 5-point scales, the Work Personality Index®-Second Edition takes approximately 25 minutes to complete. It identifies behaviors that predict work success as well as individual strengths and weaknesses. The assessment is well-suited for use in selection as well as coaching and development.

What the WPI Measures

The WPI assesses 21 personality traits that directly relate to work performance

- Energy
- Ambition
- Leadership
- Social Confidence
- Persuasion
- Initiative
- Flexibility
- Multi-Tasking
- Outgoing
- Teamwork
- Concern for Others
- Democratic
- Dependability
- Persistence
- Rule Following
- Attention to Detail
- Planning
- Innovation
- Analytical Thinking
- Self-Control
- Stress Tolerance
- Management and Leadership Potential (*Select Report Only*)
- Sales Potential (*Select Report Only*)

WPI Reports

Select Report

- Provides results on each scale and supplemented with a narrative explaining the individual's results and their implications for the workplace.

The results on the WPI scales are presented as Sten Scores, which range from 1 to 10 with an average of 5.5. These scores compare the responses on the WPI items to those of a large sample of working adults. The number in the middle of the circle indicates the candidate's score on the scale. The range of scores is shown below.





Assessment Description

The Elite Intellect Profile is an assessment of cognitive ability and measures the ability to be trained, solve problems, and comprehend complex relationships. Designed for selection, it is comprised of 40 multiple-choice items and has a 12-minute time limit.

Research from the testing literature regarding intelligence consistently shows that cognitive ability is a valid predictor of job performance, learning ability and training success, across most, if not all, jobs. The Elite Intellect Profile (EIP) helps employers accurately test a candidate's level of general cognitive ability. More specifically, the test measures the individual's potential to be trained, to effectively and efficiently solve problems, to communicate clearly and to comprehend complex relationships.

What the Elite Intellect Profile Measures

- Verbal Reasoning
 - Verbal Reasoning measures the degree to which the individual is likely to understand logical relationships among written or spoken words, including word comprehension and associations. This ability is especially important for jobs requiring quick and fluid thinking and jobs requiring that conclusions be drawn from moderate to complex verbal or written communications.
- Mathematical and Logical Reasoning
 - Mathematical and Logical Reasoning measures the degree to which the individual is likely to reason logically and to understand and solve basic to more complex mathematical, logical and abstract problems. While research has shown that logical reasoning is important for most jobs, this ability is especially critical for jobs requiring analytical problem solving
- Overall Mental Aptitude

Elite Intellect Profile Report

The candidate's raw and norm-based percentile score on each scale is reported and supplemented with extensive interpretive information. Also included in the report are the IQ equivalency scores for the Total Score and the degree of fit between the Total Score and the job the individual is applying for with respect to the intellectual requirements of the job.

Elite Intellect Profile is a copyright and mark owned solely by PsyMetrics, Inc.

Goal Setting/Strategic Planning - cost varies based on scope of work

Many organizations, and especially those with new leadership, will find it beneficial to bring their leadership team together to discuss and set goals and strategies for the organization's future. Bart Fischer, a DDA HR Management Consultant, can assist in providing this service for your organization. The objective of this process is to have a clear direction and action steps for the leadership team to work towards over the next several years.

Areas of discussion and focus for a goal and strategies setting process/session include:

- Team Building
- The opportunity for individuals to express their desires and goals for the organization and community
- The opportunity for others to listen and hear the desires and goals of each individual participant
- Focused discussion and prioritization of individual goals and strategies into a clear direction and action steps for the community's future
- A list of prioritized goals and strategies for the organization that is fluid, useable, and does not sit on the shelf



For more information on a goal and strategy setting session for your leadership team and organization, please contact your assigned Management Consultant or Bart Fischer at 612-920-3320 x119 or bart@daviddrown.com.

Leadership Development Mentoring - \$5,000/year

DDA HR is committed to helping foster a successful relationship between an organization and their newly appointed City Administrator. Our Leadership Development Mentoring service offers the opportunity for DDA HR to work with the new Administrator to navigate through issues or challenges that arise and share valuable knowledge, help them develop and/or refine skills, and guide them toward their purpose to succeed as a public administrator.

- | | |
|---------------------------------------|---|
| • Trusted Advice and Mentorship | • Shared Experiences |
| • Professional & Personal Development | • Alignment with Council Goals |
| • Networking & Valuable Connections | • Refocus & Reenergize |
| • Clarity of Purpose | • Developing Leadership Skills and Emotional Intelligence |



For more information on our Leadership Development Mentoring service, please contact your assigned Management Consultant or Bart Fischer at 612-920-3320 x119 or bart@daviddrown.com.

Performance Evaluations - cost varies based on scope of work

A successful community is often built on good leadership. This leadership is not the achievement of a single person but rather a strong team of leaders working and communicating with staff and residents to deliver effective and efficient services that provide value to residents. Utilizing communication to build trusting relationships between the Administrator/Manager and Board/Council is more critical than ever to a community's success.

DDA HR can assist your organization with performance evaluations in any of the following ways:

- Create a new performance evaluation process based on a thorough review of the needs of the organization
- Reviewing and improve an existing performance evaluation process with specific goals in mind, i.e. retention of employees, succession planning, gaining additional input, identifying more relevant criteria, etc.
- Conducting the performance evaluation process
- Providing training for supervisors and managers on how to effectively evaluate performance and establish upcoming goals



For more information on our Performance Evaluation service, please contact your assigned Management Consultant or Pat Melvin at 612-920-3320 x116 or pat@daviddrown.com.



City Council

Agenda Item

Subject: Approval of Memorandum of Understanding between the City of Watertown and Codington County for the County Parking Lot Maintenance Under the 2025 Crack Sealing & Chip Sealing Project, Project No. 2506

Meeting: City Council - Feb 03 2025

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

BACKGROUND INFORMATION:

The 2025 Crack Sealing & Seal Coating, Project No. 2506, will consist of crack, chip, and fog of multiple locations throughout city limits including streets, bike trails, the Watertown Regional Airport, the County Courthouse and Koch Complex parking lots.

The attached Memorandum of Understanding summarizes the agreement between the City and Codington County in relation to the maintenance of the county parking lots. The County shall pay for 100% of the crack and chip seal costs for the courthouse parking lot. Both the City and the County shall pay for 50% of the crack and chip seal of the Koch Complex parking lot.

FINANCIAL CONSIDERATIONS:

The County shall pay for 100% of the crack and chip seal of the courthouse parking lot, estimated to cost \$7,508.10. The City and the County shall each pay for 50% of the crack and chip seal of the Koch Complex parking lot, estimated to cost \$31,169.90 each, for a total of \$62,339.80. Bidding prices will be shared with the County as soon as possible and the final costs will be based on actual quantity installed.

OVERSIGHT / PROJECT RESPONSIBILITY:

Justin Petersen, City Engineer
Chaz Spellman, Engineer I

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of this Memorandum of Understanding through the following motion:

I move to approve the Memorandum of Understanding between the City of Watertown and Codington County for the County parking lot maintenance as part of the 2025 Crack Sealing & Chip Sealing Project, Project No. 2506.

ATTACHMENT(S):

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU"), is entered into and effective this 21st day of January, 2025, by and between the City of Watertown, a South Dakota municipal corporation, 23 2nd St NE, Watertown, South Dakota 57201 (the "City"), and Codington County, a political subdivision of the State of South Dakota, 14 1st Ave SE, Watertown, South Dakota 57201 (the "County"), collectively the "Parties."

Purpose

The purpose of this MOU is to memorialize the cost-sharing understanding between the Parties related to the County's crack and chip seal of the courthouse parking lot, 14 1st Ave SE, and Koch Complex parking lot, 1910 W Kemp Ave.

Understanding

The City will be contracted with the lowest bidding Contractor on City project 2506. The City agrees to manage project 2506. The County agrees to pay for 100% of the crack and chip seal of the Court House parking lot, 14 1st Ave SE. The City and the County shall each pay 50% of the cost to crack and chip seal the Koch Complex parking lot, 1910 W Kemp Ave.

The City will bid the project. The County shall be notified of the bid prior to the award of the contract. The actual cost of the crack and chip seal of the Court House parking lot will be paid by the County. The cost of the crack and chip seal of the Koch Complex parking lot shall be split evenly between the City and the County. The Parties acknowledge that appropriations are contingent upon approval of the Parties' respective governing bodies.

The City will be the lead sponsor on the project. The County shall keep communication with the City and pay their portion of the final work completed. Each party is responsible for its own inspection and observation of work completed prior to payment. Neither party is responsible to the other for quality of work by contractor.

The current estimate for the County Courthouse is \$7,508.10. The current estimate for Koch Complex is \$62,339.80. Half of this total, \$31,169.90, is the estimated cost for each party. Bid estimates will be shared with the County as soon as bid is accepted and the final costs will be based on actual quantities installed.

The parking lot crack and chip seal project is currently planned for year 2025.

Miscellaneous Terms

The term of this MOU shall run concurrent with the effective dates of the Project and may be extended only by written agreement between the Parties. This MOU may be amended or modified at any time in writing by mutual consent of both parties. The MOU may be canceled by either party with 60 days advance written notice. The MOU may be canceled immediately where

cause for cancelation is due to a material or significant breach of any of the provisions contained herein. Cancelation for a material or significant breach occurs upon delivery of written notice to the other party.

This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. This MOU does not constitute a formal undertaking but the Parties shall make good faith efforts to fulfill the terms of this MOU.

CODINGTON COUNTY

Troy M. Van Busen
By: Troy M. Van Busen
Its: Chair

ATTEST:

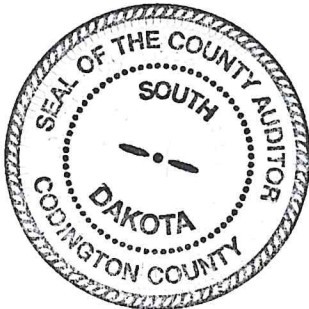
Brenda Hanten
By: Brenda Hanten

CITY OF WATERTOWN

Kristen Bobzien
Interim City Manager

ATTEST:

By: _____





City Council

Agenda Item

Subject: Approval of a Bid Award for the 2025 Miscellaneous Concrete Project, Project No. 2510, to Seth Scapes LLC., in the amount of \$28,753.00 for locations #3 & #4 and reject bids for locations #1 and #2

Meeting: City Council - Feb 03 2025

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

BACKGROUND INFORMATION:

Bids were opened on January 7, 2025, for the 2025 Miscellaneous Concrete, Project No. 2510. This project contains several locations throughout the City.

1. Intersection of 2nd Ave NE & 7th St NE - Fillet Sections, Valley Gutters, ADA Pedestrian Ramps
2. Intersection of 3rd Ave NE & 7th St NE - Fillet Sections, Valley Gutter, ADA Pedestrian Ramps
3. 1st St NE - Valley Gutter, Curb & Gutter
4. Intersections of 4th St NE & Highland Blvd - Fillet Section, Valley Gutter, Curb and Gutter

Locations #3 and #4 will coincide with the Watertown Municipal Utilities water main project, projected to begin spring of 2025.

Staff recommends approval of the low bidder (Seth Scapes, LLC) for locations #3 and #4.

- Location #3 bid came in under the engineer's estimate.
- Location #4 bid came in 27% higher than the engineer's estimate.

Staff recommends rejecting all bids received for locations #1 and #2.

- Location #1 bid came in 32% higher than the engineer's estimate.
 - Location #2 bid came in 101% higher than the engineer's estimate.
-

FINANCIAL CONSIDERATIONS:

The funding for this project has been budgeted in the Capital Improvement Fund, Account 212-43180-43964 in the amount of \$250,000.00. \$25,000.00 of this budget is set aside for the City sidewalk reimbursement program. If all locations are approved, this project would exceed the remaining budgeted amount of \$225,000.00 by \$9,334.95.

If only locations #3 and #4 are approved, \$196,247.00 of the budgeted \$225,000.00 would remain.

OVERSIGHT / PROJECT RESPONSIBILITY:

Justin Petersen, City Engineer
Caitlyn German, Engineer Technician/Project Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:

Agenda Item 9.(d) Approval of a Bid Award for the 2025 Miscellaneous Con...

Staff recommends approval of a Bid Award for locations #3 & #4 and reject the bids for locations #1 and #2 through the following motion:

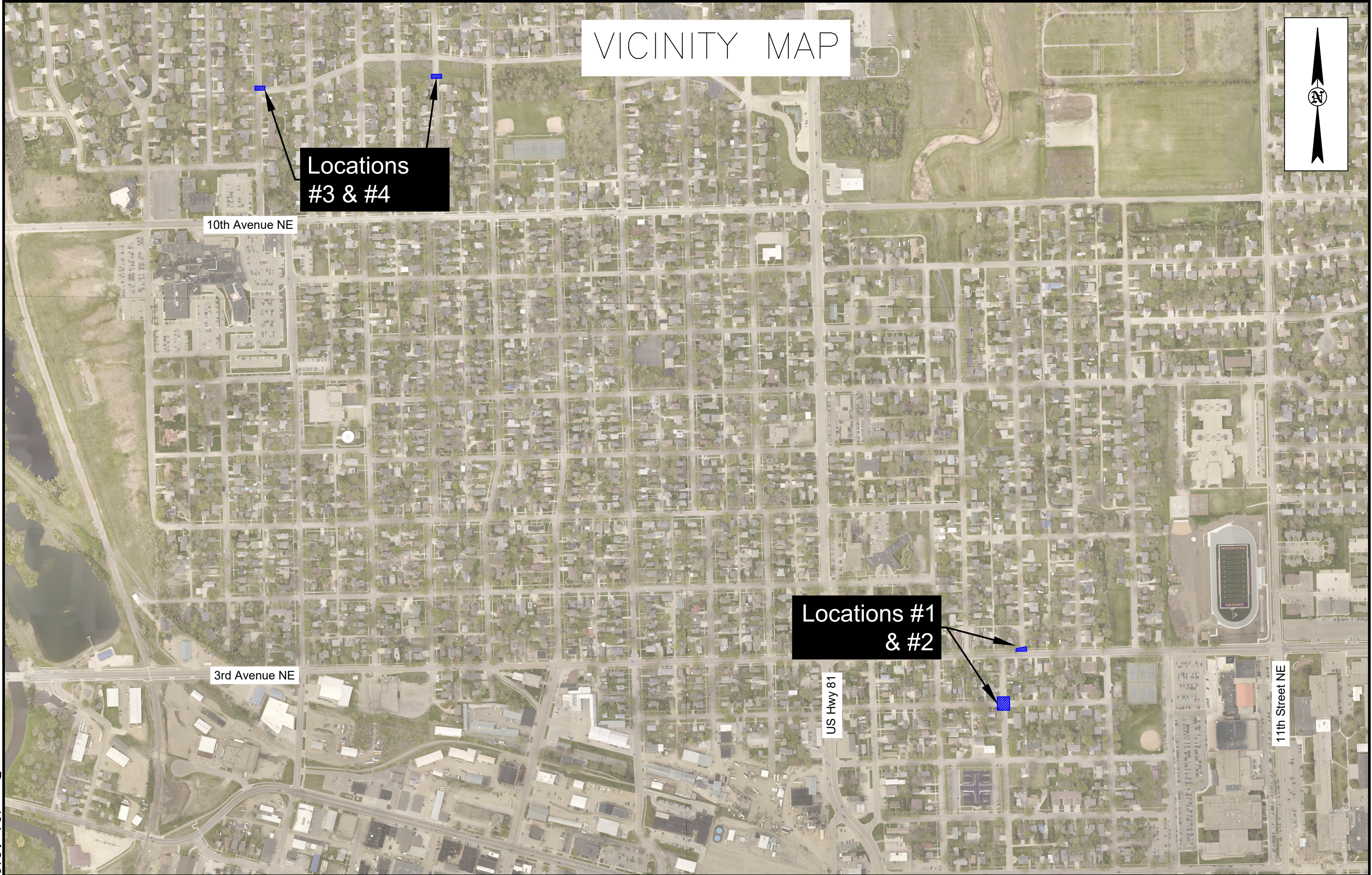
I move to approve the Bid Award for the 2025 Miscellaneous Concrete Project, Project No. 2510, to Seth Scapes LLC., in the amount of \$28,753.00 for locations #3 & #4 and reject all bids for locations #1 and #2.

ATTACHMENT(S):

[2510 Bid Tabulation](#)

[2510 Vicinity Map](#)

BID TABULATION						
Estimate of Quantities - Misc Concrete 2025 Miscellaneous Concrete Project No. 2510 City of Watertown, South Dakota				City of Watertown 2/28/2024 Ph: 605-882-6202 Engineer Estimate	Seth Scapes LLC 1119 5th Ave SE Watertown, SD 57201	Duininck Bros Inc. PO Box 208 Prinsburg, MN 56281
BID SCHEDULE						
LOCATION	ITEM	ESTIMATED		SITE	SITE	SITE
NO.	DESCRIPTION	QUANTITY		TOTAL	TOTAL	TOTAL
1	Location #1 - 2nd Ave NE & 7th St NE	Lump	Sum	\$ 113,715.27	No Bid	\$ 150,648.95
2	Location #2 - 3rd Ave NE & 7th St NE	Lump	Sum	\$ 27,286.55	No Bid	\$ 54,933.00
3	Location #3 - 1st St NW	Lump	Sum	\$ 14,806.96	\$ 14,503.00	\$ 46,643.80
4	Location #4 - Highland Blvd & 4th St NW	Lump	Sum	\$ 11,201.96	\$ 14,250.00	\$ 50,092.16





City Council

Agenda Item

Subject: Approval to Reject all Bids for the 2025 City Hall Elevator Project, Project No. 2516
Meeting: City Council - Feb 03 2025
From: Kristen Bobzien, Interim City Manager/Chief Financial Officer

BACKGROUND INFORMATION:

On January 7, 2025, one (1) bid was received for the 2025 City Hall Elevator Project, Project No. 2516. TK Elevator Corporation submitted a bid of \$262,098.00 which was 99% higher than the previous estimated amount of \$132,000.00.

The project is located at the new City Hall building, 20 N Maple, and includes the update of the City Hall elevator, removal of old elevator utility room equipment, and installation of new elevator room equipment in the new elevator equipment room.

FINANCIAL CONSIDERATIONS:

The total bid amount of \$262,098.00. A budget supplement would be needed to fund the elevator project.

Staff will work with the elevator contractor to get the elevator operating prior to moving into the new City Hall followed by a reassessment and future rebid of the rest of the work necessary to modernize the elevator.

OVERSIGHT / PROJECT RESPONSIBILITY:

Justin Petersen, City Engineer
Chaz Spellman, Engineer I

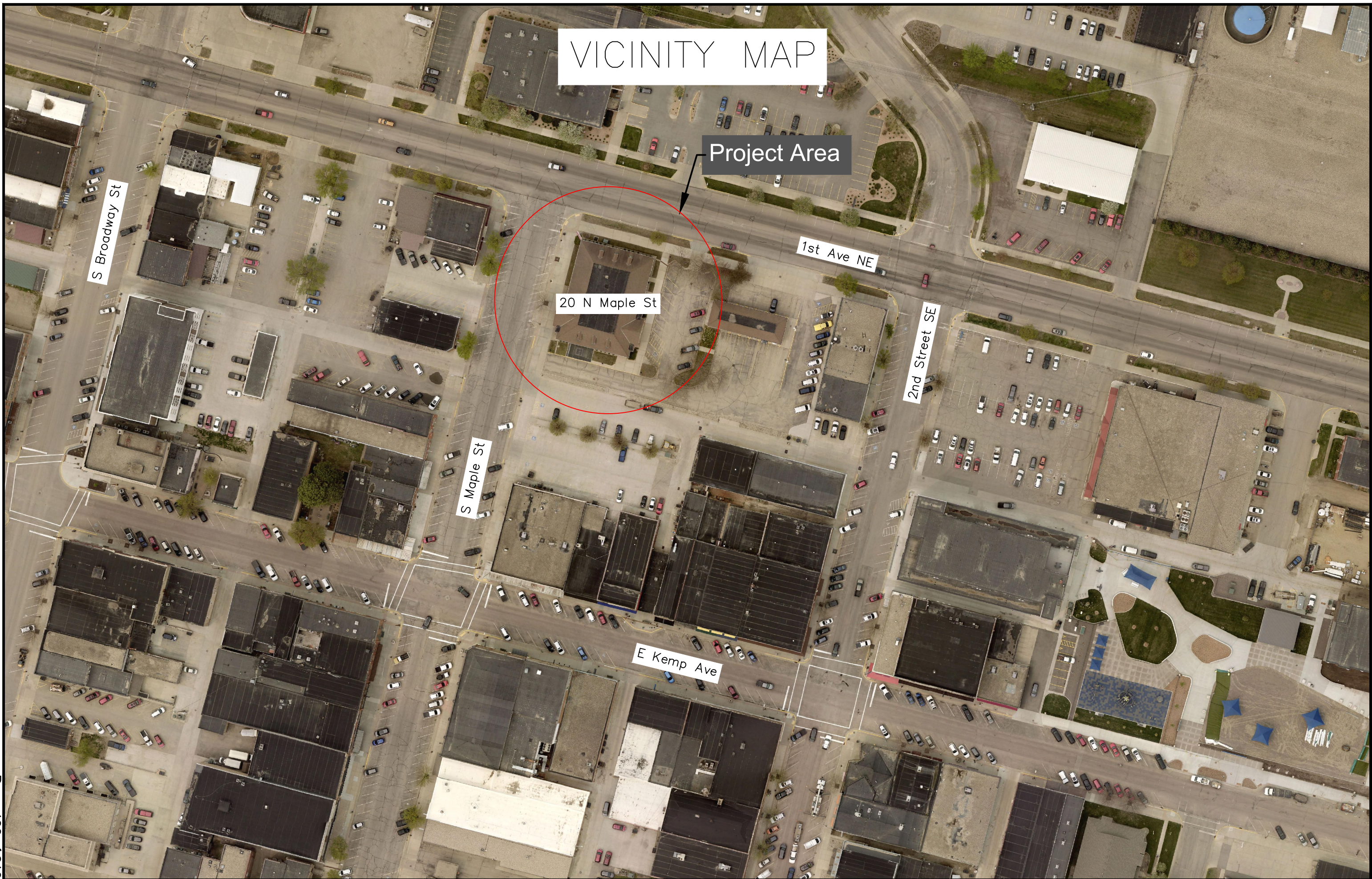
STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff does not recommend the bid award through the following motion:

I move to reject all bids for the 2025 City Hall Elevator Project, Project No. 2516.

ATTACHMENT(S):

[2516 VICINIY MAP](#)





City Council

Agenda Item

Subject: Second Reading of Ordinance No. 25-01, an Ordinance of the City of Watertown, South Dakota Increasing Maximum Fine from \$200 to \$500 in the Revised Ordinances of the City of Watertown.

Meeting: City Council - Feb 03 2025

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

BACKGROUND INFORMATION:

This Ordinance will increase the maximum fines for most punishment sections from \$200 to \$500. Any section of City Ordinance with a higher fee was left as is. Based on research, the maximum fine of \$200 has not changed since approximately the late 90s, with one or two sections that were set in 2004-06. This change will coincide with the State of South Dakota maximum fine of \$500 for Class 2 misdemeanors.

FINANCIAL CONSIDERATIONS:

Fine increase from \$200 to \$500.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve Ordinance No. 25-01, an Ordinance of the City of Watertown, South Dakota Increasing Maximum Fine from \$200 to \$500 in the Revised Ordinances of the City of Watertown.

ATTACHMENT(S):

[Increasing Fines.Redline](#)

[Ord 25-01](#)

ORDINANCE NO. 25-01

**AN ORDINANCE OF THE CITY OF WATERTOWN, SOUTH DAKOTA
INCREASING MAXIMUM FINE FROM \$200 TO \$500 IN THE REVISED
ORDINANCES OF THE CITY OF WATERTOWN**

WHEREAS, The City of Watertown desires to encourage compliance with the Revised Ordinances of the City of Watertown for the safety and welfare of all of its citizens and the surrounding community.

WHEREAS, In 2006, the State of South Dakota increased the maximum punishment for a Class 2 misdemeanor of thirty days imprisonment in a county jail or five hundred dollars fine or both.

WHEREAS, The City of Watertown, in order to encourage compliance with the Revised Ordinances of the City of Watertown for the safety and welfare of all of its citizens, the public, and the surrounding community, desires to increase the maximum fines from \$200 to \$500 to coincide with those fines enacted by the State of South Dakota for Class 2 misdemeanors.

BE IT ORDAINED by the City Council of the City of Watertown, South Dakota, that the following punishment sections in the Revised Ordinances of the City of Watertown shall be revised to increase the maximum fine from \$200 to \$500. All other language related to punishment in the Revised Ordinances of the City of Watertown shall remain the same.

Title 1, Airport, Chapter 1.9901, Punishment - Any person violating any of the provisions of this title, or any rule set out therein, shall, upon conviction thereof, be punished by a fine not to exceed ~~five two~~ hundred dollars (~~\$200~~\$500) or by imprisonment not exceeding thirty (30) days, or by both such fine and imprisonment.

Title 2, Alcoholic Beverages, Chapter 2.9901, Punishment - Any person violating any provision of this title shall, upon conviction thereof, be punished by a fine of not more than ~~five two~~ hundred dollars (~~\$200~~\$500) or by imprisonment for not exceeding thirty (30) days, or by both such fine and imprisonment. A violation of the statute shall be cause for revocation for any license involved.

Title 3, Animals, Poultry, Etc., Chapter 3.9901, Punishment - Any person violating any of the provisions of this title shall, upon conviction thereof, be punished by a fine of not more than ~~five two~~ hundred dollars (~~\$200~~\$500) or by imprisonment for not exceeding thirty (30) days, or by both such fine and imprisonment.

Title 5, Building Codes and Floodplain Regulations, Chapter 5.9901, Punishment - Any person violating any of the provisions of this title shall, upon conviction thereof, be punished by a fine of not more than ~~five two~~ hundred dollars (~~\$200~~\$500) or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment; and if such violation is of any provision involving a licensee, the City Council may revoke the license of any licensee so convicted.

Any violation of this title shall be a misdemeanor and punishable by a fine of not more than ~~five two~~ hundred dollars (~~\$200~~\$500). In addition, when any work is done without a permit, the violator shall be required to return the premises to the natural condition and upon failure to do so within thirty (30) days

after notice in writing; the City may return the premises to the natural condition and assess the cost thereof to the landowner.

Title 6, Cemeteries, Chapter 6.9901, Punishment - Any person violating any of the provisions of this title shall, upon conviction thereof, be punished by a fine of not more than ~~five two~~ hundred dollars (\$~~5200~~) or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment.

Title 7, City Government, Chapter 7.9901, Punishment – Any person violating any of the provisions of this title shall, upon conviction thereof, be punished by a fine of not to exceed ~~five two~~ hundred dollars (\$~~5200~~) or by imprisonment for not exceeding thirty (30) days, or by both such fine and imprisonment

Title 10, Fire Prevention and Protection, Chapter 10.9901, Penalties and Punishment - Any person who shall violate any of these Chapters hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made there under, or who shall build in violation of any detailed statement of specification or plan submitted and approved there under, or any certificate or permit issued there under, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the Municipal Court or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable by a fine of not more than ~~five two~~ hundred dollars (\$~~5200~~) or by imprisonment not more than thirty (30) days or by both such fine and imprisonment.

Title 11, Health, Chapter 11.02, Liquor Establishments, Section 11.0205, Penalty for Violation – Any person who violates any of the provisions of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding ~~five two~~ hundred dollars (\$~~5200~~), or by imprisonment for not exceeding thirty (30) days, or by both such fine and imprisonment

Title 11, Health, Chapter 11.99, Punishment - Any person violating any of the provisions of this title shall, upon conviction thereof, be punished by a fine of not to exceed ~~five two~~ hundred dollars (\$~~5200~~), or by imprisonment for not to exceed thirty (30) days or by both such fine and imprisonment; and each day of violation shall constitute a separate offense.

Any person violating any of the provisions of Chapter 11.04, shall be punished by a fine of not to exceed ~~five two~~ hundred dollars (\$~~5200~~) and the violator shall be required to return the premises to their natural condition and upon failure so to do within thirty (30) days after notice in writing, the City may return the premises to the natural condition and assess the costs thereof to the landowner.

Title 13, Offenses and Regulations, Chapter 13.99, Punishment - Any person violating any of the provisions of this title shall, upon conviction thereof, be punished by a fine of not more than ~~five two~~ hundred dollars (\$~~5200~~) or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment.

Title 13, Offenses and Regulations, Chapter 13.03, Public Safety, Section 13.0319, Prohibition Against Certain Forms of Aggressive Solicitation, 3. Penalties - Any violation of the provisions of this section is punishable by imprisonment for not more than thirty (30) days or by fine not to exceed ~~five two~~ hundred dollars (\$~~5200~~), or by both.

Title 14, Parks and Recreation, Chapter 14.99, Punishment - Any person violating any of the provisions of this title shall, upon conviction thereof, be punished as follows: By a fine of not more than five two hundred dollars (\$5200) or by imprisonment not exceeding thirty (30) days, or by both such fine and imprisonment.

Title 15, Plumbing Regulations, Chapter 15.99, Punishment - Any person who shall violate, or who shall refuse, neglect or fail to comply with any of the provisions or rules of this title shall, upon conviction thereof, be punished by a fine of not more than five two hundred dollars (\$5200), or by imprisonment for not to exceed thirty (30) days, or by both such fine and imprisonment; and in addition, any license held by such person under this title may be revoked by the City Council, after notice and opportunity for hearing.

Title 16, Sales Service and Use Tax, Chapter 16.01, Sales Service and Use Tax, Section 16.0108, Penalty:

Any person failing or refusing to make reports or payments prescribed by this ordinance and the rules and regulations relating to the ascertainment and collection of the tax herein levied shall be guilty of a misdemeanor and upon conviction shall be fined not more than five two hundred dollars (\$5200) or imprisoned for thirty (30) days or both such fine and imprisonment. In addition, all such collection remedies authorized by SDCL §10-45, and acts amendatory thereto, and SDCL §10-46, and acts amendatory thereto are hereby authorized for the collection of these excise taxes by the Department of Revenue and Regulation.

Title 16, Sales Service and Use Tax, Chapter, 16.02 Gross Receipts Tax, Section 16.0206, Penalty:

Any person failing or refusing to make reports or payments prescribed by this ordinance and the rules and regulations relating to the ascertainment and collection of the tax herein levied shall be guilty of a misdemeanor and upon conviction shall be fined not more than five two hundred dollars (\$5200) or imprisoned for thirty (30) days or both such fine and imprisonment. In addition, all such collection remedies authorized by SDCL §10-45, and acts amendatory thereto, are hereby authorized for the collection of these excise taxes by the Department of Revenue.

Title 18, Streets and Public Ways, Chapter 18.99, Punishment - Any person violating any of the provisions of this title shall, upon conviction thereof, be punished by a fine not to exceed five two hundred dollars (\$5200) or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment.

Title 19, Traffic, Chapter 19.99, Punishment - Any person violating any of the provisions of this title shall, upon conviction thereof, be punished by a fine of not to exceed five two hundred dollars (\$5200) or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment.

Title 20, Utilities, Chapter 20.99, Punishment – Any person violating any of the provisions of this title shall, upon conviction thereof, be punished by a fine not exceeding five two hundred dollars (\$5200), or by imprisonment not to exceed thirty (30) days, or by both such fine and imprisonment. In addition, license holders who violate any provision of this title may be subject to license revocation.

Title 24, Subdivision of Land, Chapter 24.99, Punishment – Any person violating any of the provisions of this title shall, upon conviction thereof, be punished by a fine of not more than ~~five two~~ hundred dollars (\$~~52~~00) or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment; and if such violation is of any provision involving a licensee, the City Council may revoke the license of any licensee so convicted.

Any violation of this title shall be a misdemeanor and punishable by a fine of not more than ~~five two~~ hundred dollars (\$~~52~~00). In addition, when any work is done without a permit, the violator shall be required to return the premises to the natural condition and upon failure to do so within thirty (30) days after notice in writing, the City may return the premises to the natural condition and assess the cost thereof to the landowner.

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

I certify that Ordinance No. 25-01 was published in the Watertown Public Opinion, the official newspaper of said City, on the ____ day of _____, 2025.

Kristen Bobzien, Finance Officer

First Reading: January 21, 2025
Second Reading: February 3, 2025
Published:
Effective:

City of Watertown

Attest:

Jennifer Collins
Licensing and Records Manager

Ried Holien
Mayor

ORDINANCE NO. 25-01

**AN ORDINANCE OF THE CITY OF WATERTOWN, SOUTH DAKOTA
INCREASING MAXIMUM FINES FROM \$200 TO \$500 IN THE REVISED
ORDINANCES OF THE CITY OF WATERTOWN**

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Title 11, Health, Chapter 11.02, Liquor Establishments, Section 11.0205, Penalty for Violation – Any person who violates any of the provisions of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding five hundred dollars (\$500), or by imprisonment for not exceeding thirty (30) days, or by both such fine and imprisonment

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Any person violating any of the provisions of Chapter 11.04, shall be punished by a fine of not to exceed five hundred dollars (\$500) and the violator shall be required to return the premises to their natural condition and upon failure so to do within thirty (30) days after notice in writing, the City may return the premises to the natural condition and assess the costs thereof to the landowner.

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Title 24, Subdivision of Land, Chapter 24.99, Punishment – Any person violating any of the provisions of this title shall, upon conviction thereof, be punished by a fine of not more than five hundred dollars (\$500) or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment; and if such violation is of any provision involving a licensee, the City Council may revoke the license of any licensee so convicted.

Any violation of this title shall be a misdemeanor and punishable by a fine of not more than five hundred dollars (\$500). In addition, when any work is done without a permit, the violator shall be required to return the premises to the natural condition and upon failure to do so within thirty (30) days after notice in writing, the City may return the premises to the natural condition and assess the cost thereof to the landowner.

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

I certify that Ordinance No. 25-01 was published in the Watertown Public Opinion, the official newspaper of said City, on the ____ day of _____, 2025.

Kristen Bobzien, Finance Officer

First Reading: January 21, 2025
Second Reading: February 3, 2025
Published:
Effective:

City of Watertown

Attest:

Jennifer Collins
Licensing and Records Manager

Ried Holien
Mayor



City Council

Agenda Item

Subject: Council Approval of a Building Permit Extension for the Ruins apartment complex located at 315 E Kemp

Meeting: City Council - Feb 03 2025

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

BACKGROUND INFORMATION:

In accordance with sections §21.0207 2. and 4. of the Revised Ordinances, referenced below, the Building Official shall make such determination (for a building permit extension) pursuant to a schedule based on building size and type and which said schedule shall be approved by the Council and filed with the Office of the City Engineer with date of the approval.

The original building permit (BP #21488 attached) was issued on December 29, 2021, for The Ruins apartment complex construction. The project, developed under TIF 16, will have 63 apartment units with a lobby on the main floor along with enclosed parking and a public restroom area with access from Foundation Plaza once complete. After three years, the permit expired on December 29, 2024, with outstanding items not yet completed.

The project has been on hold since approximately October 2023 due to legal reasons. The proposed extension would allow for work to resume to complete the outstanding items listed below. There is not a definitive date as to when work will resume, however, once work is able to resume the developer has included an anticipated timeline for the outstanding items to be completed as an attachment to this item for action. A permit extension requires half the permit fee to be collected prior to re-issuing the permit if the extension is approved. Half of the original building permit would be in the amount of \$12,341.50. The developer does request the permit fee be waived due to the investment that has been made enhance various properties in Watertown.

Staff has had ongoing correspondence about outstanding items and the upcoming expiration date with the developer, more frequently after

City staff inspected the property as recent as January 15, 2025, and compiled the following items that need to be completed:

1. Tyvek wrap needs to be replaced and any sheathing that is damaged in conjunction with it.
2. Windows that are broken and need to be replaced.
3. First floor public bathrooms.
4. Remaining construction for the interior to the building per the approved plans under which the permit was issued.

Chapter 21.0207 2. & 4. APPLICATION REQUIRED

Agenda Item 12.(a) Council Approval of a Building Permit Extension for t...

(2) Permit Issued. A building and/or zoning use permit shall be issued by the Building Official on payment of the prescribed fees if the Building Official is satisfied that the title has been fully complied with, upon condition that said permit when issued shall be good for one year from the date of issuance. Permits for commercial and industrial principal and accessory structures may, in the discretion of the Building Official, be issued for a period not to exceed three (3) years. In the event a commercial or industrial building permit is issued for more than one year, the permit fee for each additional year shall be one-half of the original permit fee. The Building Official is authorized to grant in writing, upon request of the applicant and payment of an administrative fee, one or more extensions of the expiration date of a building permit in increments of up to one additional year each. The administrative fee shall be one-half (1/2) of the original prescribed building permit fee for each incremental extension of said building permit expiration date. (Ord 09-17; Add 09-11-09) Any lapse of a building permit (residential or non-residential) when construction of the permitted building has not been completed shall render the building a public nuisance and unlawful for not being completed within a reasonable amount of time. (Ord 17-38; Rev 11-10-17)

(4) The Building Official shall make such determination pursuant to a schedule based on building size and type and which said schedule shall be approved by the Council and filed with the Office of the City Engineer with date of the approval.

FINANCIAL CONSIDERATIONS:

N/A

OVERSIGHT / PROJECT RESPONSIBILITY:

Brandi Hanten, Community Development Manager
Reid Peterson, Building Official

STAFF RECOMMENDATION / SUGGESTED MOTION:

Since the project does need to have a valid permit to be completed, staff recommends approval of the building permit extension to City Council through the following motion:

I move to approve the Building Permit Extension for the Ruins apartment complex located at 315 E Kemp with/without charging 1/2 of the original permit fee.

ATTACHMENT(S):

[Building Permit #21488](#)

[Project Completion Schedule](#)

FOUNDATION

Agenda Item 12. (a) Council Approval of a Building Permit Extension of Use...

Concrete Block Walls	
Concrete Walls	
Wood Walls	

BASEMENT AREA

N	C	P	S	F
---	---	---	---	---

EXTERIOR WALLS

Siding on Sheathing	
Steel Building	
Column Building	
Concrete Block Walls	
Siding Type	
Wall Insulation	
Roof Insulation	
Other	

ROOF TYPE

Hip	Gable	
Mansard	Flat	

ROOFING

Asphalt Shingle	
Membrane Roof	
Steel	
Other	

FLOORS

	B	1st	2nd
Concrete			
Gravel/Earth			
Plyscore			

INTERIOR FINISH

	B	1st	2nd
Sheet Rock			
Type X Sheetrock			
Other			
Unfinished			

HEATING

Solar/Geothermal	
Heat Pump/Hot Water	
Electric	
Gas Furnace	
Air Conditioning	
Fireplace/Stove	
No Heating System	

PLUMBING

	B	1st	2nd
Rough In			
Bath Rooms			
Kitchen			
Laundry			
No Plumbing			

SITE REQUIREMENTS

Grass Blvd/Trees	
Sidewalks	
ESC > 1 acre	Y N
DLA	
WORTP	

FLOOD HAZARD

Floodway	
1% (100 yr.)	
.2% (500 yr.)	
Out	
Elev. Cert Req'd	
FP Cert Req'd	
Non Substantial	
Flood Vents Req'd	
Date DFIRM 1-09	

BUILDING PERMIT

CITY OF WATERTOWN, SD

21488

Zone C1 DU(s) 63 Co. Rcd# 9352 Date 12/29/21

Proposed Construction 63 unit Apartment Complex

Size Sq. Ft. Height : S/W P/M

Address 315 E Kemp Lot Area

Lot 15-16

Block 1 Addition ORIGINAL PLAT

Estimated Value 9,800,000 Fee 24,683 BOA Fee

Asbestos Y N Historical District Y N WFD FSP Y N

Details Mix use Plans on File

*Demo permit issued prior

*No SHPD approval needed (not adjacent to Historic District)

*Verified 315 E Kemp is correct Address

W E

S

BUILDING PERMIT SHALL BE GOOD FOR ONE (1) YEAR FROM THE DATE OF ISSUANCE. PROJECTS WHICH ARE NOT COMPLETED WITHIN ONE YEAR MUST BE RENEWED.

IT IS HEREBY AGREED between the undersigned, as owner, his agent or servant, and the City of Watertown, that for and in consideration of the premises and the permit to construct, erect, alter or install and the occupancy of building as above described, to be issued and granted by the Building Official, that the work thereon will be done in accordance with the descriptions herein set forth in this statement, and as more fully described in the specifications and plans herewith filed; and it is further agreed to construct, erect, alter or install and occupy in strict compliance with the ordinances of the City of Watertown; and to obey any and all lawful orders of the City Engineer of the City of Watertown and all State Laws relating to the construction, alteration, repair, removal, and safety of buildings and other structures and permanent building equipment.

APPLICANT RESPONSIBILITY FOR COMPLIANCE. Neither examination nor review of construction and/or construction documents by the Building Official, nor the issuance of a building permit by the building official, shall relieve the permit applicant of the responsibility and duty to comply with this code by with this code and any other applicable local, state, and federal rules, regulations, and ordinances. (City ordinance § 5.0301 (2.g.), City Ordinance § 5.0301 (3.p.))

Owner Ruins LLC, Jess Craig Date 12/29/21

Address Phone (701)371-9897

By Jose Kuhl Email jrcraig701@gmail.com

Contractor Craig Development

PERMIT APPROVAL

Authorized by: [Signature]

Building Official

Fire Chief

City Engineer

Members of Board of Adjustment

City of Watertown

Public Works Department: Building Services Division

23 Second Street NE • PO Box 910 • Watertown, SD 57201-0910
watertownsd.us • (605) 882-6201

COMMERCIAL BUILDING PERMIT APPLICATION

Failure to having permit prior to construction will result in double the permit fee

Owner Information

Owner/Applicant:	Ruins LLC / Jesse Craig
Address:	1405 1st Ave. North Fargo, ND 58102
Phone Number:	701-371-9887
E-mail:	jcraig701@gmail.com

Contractor/Developer Information

Contractor/Developer:	Craig Development, LLC
Address:	1405 1st Ave. North Fargo, ND 58102
Phone Number:	701-371-9887
E-mail:	jcraig701@gmail.com

Project Overview

Proposed Project Description and Specific Uses: Mixed use / 63 apartments units

315

Property Address: 301 E Kemp Ave

Legal Description: Lot 15-16 Block 1 Addition Original Plat

Lot Area: 36,585 Sq. Ft. .84 Acre

Existing Zone of the Property: C1 Total Sq. Ft. of New Structure: 92,623

Number of Parking Spaces Required: 63 in garage

Estimated Total Cost \$ 9,800,000 (less cost of lot & finish landscaping)

Total Square Footage of: 1st Floor (main) 4,508 2nd Floor 21,917 Mezzanine 979

Basement (total) N/A Finished? ☐ Yes ☐ No Garage 21,385 Finished? ☐ Yes ☐ No

If yes is circled to the following question(s), the if applicable section of required items applies on Page 2

Is the property located in the Special Flood Hazard Area (SFHA)? ☐ Yes ☒ No

Is construction disturbing more than 1+ Acres? ☐ Yes ☒ No

Ruins Cost to Finish:

Brick	3 weeks
HVAC	3 weeks
Rooftop pavers	3 days
Siding	2 months
Plumbers	3 months
Finishers Trim	1 week
Fire prevention	4 days
Elevator	3 weeks
Flooring	3 weeks



City Council

Agenda Item

Subject: Authorization for the City to declare the current City Hall, located at 23 2nd Street NE, as surplus and authorization to sell through sealed bid.

Meeting: City Council - Feb 03 2025

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

BACKGROUND INFORMATION:

With the renovation of the Wells Fargo building in to a new City Hall, the City must explore options for the current City Hall located at 23 2nd Street NE.

FINANCIAL CONSIDERATIONS:

The City has the potential to receive revenue from the sale of this property.

STAFF RECOMMENDATION / SUGGESTED MOTION:

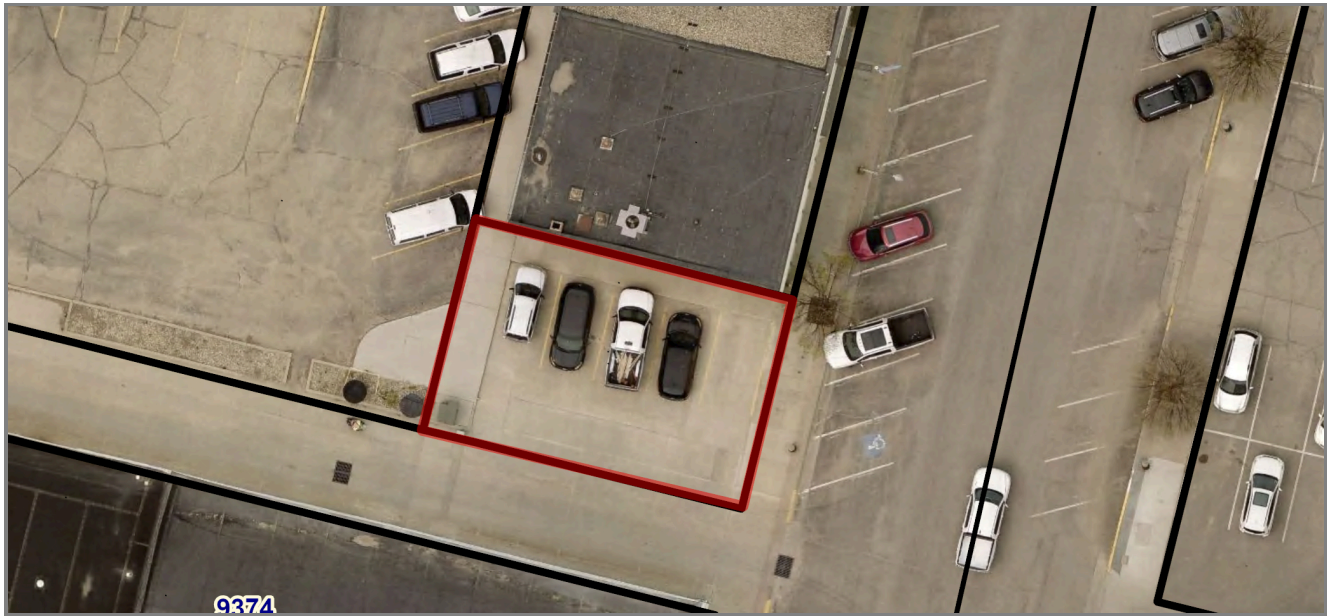
I move to authorize the City to declare the current City Hall, located at 23 2nd Street NE, as surplus and authorization to sell through sealed bid.

ATTACHMENT(S):

[23 2nd Street NE](#)

Codington County, SD

GIS Update	4/30/2009	Twp/Block	3
Record Number	9363	Range	
Record Query	9363	Quarter	0
Parcel Landuse	CITY	Sixteenth	0
Legal	LOTS 1-2 & E10' LOT 3 & W6.9' 2 ST ABUTTING LOT 1 LESS S40' OF ABOVE TRACT BLK 3 ORIGINAL PLAT TAX EXEMPT	Split	1
Legal Acres	001.00	School District	14-4
Extent	7632.54556916	Filed Date	//
Owner	CITY OF WATERTOWN(CITY HALL)	Instrument	//
Assessed Land	\$0	Book	
Assessed Building	\$0	Page	0
Assessed Total	\$0	Deed Type	
Additional Owner		Lot Size	
Owner Address	PO BOX 910	Year Built	0
Owner City	WATERTOWN	Last Sale Price	0
Owner State	SD	Sale Sequence	
Owner Zip	57201-	Sale Type	0
Property Address	21 - 27 2 ST NE	Sale Number	0
Town/Township	WATERTOWN CITY	Land Code	D
Addition	3523	Owner Occupied	
Section	1		

Codington County, SD

GIS Update	4/30/2009	Twp/Block	3
Record Number	9364	Range	
Record Query	9364	Quarter	0
Parcel Landuse	CITY	Sixteenth	0
Legal	S40' LOTS 1-2 & E10' S40' LOT 3 BLK 3 ORIGINAL PLAT TAX EXEMPT	Split	2
Legal Acres	000.00	School District	14-4
Extent	2416.98378212	Filed Date	/ /
Owner	CITY OF WATERTOWN	Instrument	01/09/1976
Assessed Land	\$0	Book	267
Assessed Building	\$0	Page	63
Assessed Total	\$0	Deed Type	
Additional Owner		Lot Size	40 X 60
Owner Address	PO BOX 910	Year Built	0
Owner City	WATERTOWN	Last Sale Price	0
Owner State	SD	Sale Sequence	
Owner Zip	57201-	Sale Type	0
Property Address	17 2 ST NE	Sale Number	0
Town/Township	WATERTOWN CITY	Land Code	D
Addition	3523	Owner Occupied	
Section	1		

Codington County
South Dakota

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 35 feet
1/28/2025





City Council

Agenda Item

Subject: Approval of Resolution No. 25-06 requesting the SD DOT hire Civil Design, Inc. to perform the 2025 Bridge Inspection Services for the City of Watertown.

Meeting: City Council - Feb 03 2025

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

BACKGROUND INFORMATION:

Through ongoing efforts to ensure highway safety, the US Federal Highway Administration (FHWA) has mandated that local government agencies perform bridge inspections that meet the requirements of the National Bridge Inspection Standards (NBIS) Program. The Program requires the reinspection of bridges over 20 ft in length at intervals not to exceed two (2) years. Any government jurisdiction failing to comply with the posting and reinspection requirements of the NBIS Program may lose its eligibility for Federal transportation dollars.

Watertown currently has eleven (11) structures that require inspection. The inspection cycles of the structures are staggered, with five (5) needing inspection this year. To aid municipalities in meeting the inspection requirement, the FHWA, through the SD DOT, offers several options in the Consultant selection and Contract Administration to be managed by the DOT at an 80%-20% cost share. In Watertown, we have found it most efficient to utilize one of the consulting firms on a pre-approved retainer list with the DOT and pay 20% of the cost share for their services.

The DOT requires the City Council approval of a "Bridge Reinspection Program Resolution". The Resolution requests the City's desired Consultant from the DOT list of approved firms. City Staff reviewed RFPs from five qualified firms in 2022 and recommended via resolution that the DOT hire Civil Design, Inc. Staff are recommending the same consultant for the bridge inspection work in 2025.

FINANCIAL CONSIDERATIONS:

The estimated cost for the 2025 bridge inspections is approximately \$8,000.00. The actual price is negotiated with the SDDOT. The City's estimated portion of this cost is \$1,600.00 which is budgeted in account 212-43180-43662.

OVERSIGHT / PROJECT RESPONSIBILITY:

Justin Petersen, City Engineer

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends the resolution through this following motion:

Agenda Item 12.(c) Approval of Resolution No. 25-06 requesting the SD DO...

I move to approve Resolution No. 25-06 requesting the SD DOT hire Civil Design, Inc. to perform the 2025 Bridge Inspection Services for the City of Watertown.

ATTACHMENT(S):

[City of Watertown NBIS Inspection Map CDI 2025](#)

[RES 25-06 Bridge Reinspection Program](#)

City of Watertown

NBIS Bridge Inspection Map



CITY OF
WATERTOWN
SOUTH DAKOTA

Agenda Item 12.(c) Approval of Resolution No. 25-06 requesting the SD DOT

Str. No. 15-141-139

Carries: N. Lake Dr.
Over: Unnamed Creek
Built: 1931
Sufficiency Rating: 78.6
Legal Loads

2025

Str. No. 15-179-165

Carries: 10th Ave. NW
Over: Big Sioux River
Built: 1990
Sufficiency Rating: 100.0
Legal Loads

2024

Str. No. 15-181-170

Carries: 3rd Ave. N.
Over: Big Sioux River
Built: 2022
Sufficiency Rating: 98.7
Legal Loads

2025

Str. No. 15-181-171

Carries: W. Kemp Ave.
Over: Big Sioux River
Built: 1935
Sufficiency Rating: 92.3
Legal Loads

2025

Str. No. 15-205-177

Carries: Willow Creek Dr.
Over: Willow Creek
Built: 2008
Sufficiency Rating: 98.0
Legal Loads

2024

Str. No. 15-181-175

Carries: 4th Ave. S.
Over: Big Sioux River
Built: 1977
Sufficiency Rating: 93.2
Legal Loads

2025

Str. No. 15-184-181

Carries: S. Broadway
Over: Big Sioux River
Built: 1962 (Rehab 2016)
Sufficiency Rating: 97.0
Legal Loads

2024

Str. No. 15-179-183

Carries: 20th Ave. S. Bypass
Over: Pelican Lake Channel
Built: 2012
Sufficiency Rating: 100.0
Legal Loads

2024

Str. No. 15-202-190

Carries: 20th Ave. S. Bypass
Over: Willow Creek
Built: 2010
Sufficiency Rating: 100.0
Legal Loads

2024

Str. No. 15-184-186

Carries: 20th Ave. S. Bypass
Over: Pelican Lake Channel
Built: 2012
Sufficiency Rating: 100.0
Legal Loads

2024

Str. No. 15-196-190

Carries: 20th Ave. S.
Over: Big Sioux River
Built: 2010
Sufficiency Rating: 94.5
Legal Loads

2025

Lake Kampeska

Watertown

Pelican Lake

3 mi



RESOLUTION NO. 25-06

**BRIDGE REINSPECTION PROGRAM RESOLUTION
FOR USE WITH SDDOT RETAINER CONTRACTS**

WHEREAS, 23 CFR 650, Subpart C, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

THEREFORE, the City of Watertown is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Watertown, SD requests SDDOT to hire Civil Design, Inc. as Consulting Engineer for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the City for 20% of the cost. The City will be responsible for the required 20% matching funds.

Dated this _____ day of _____, 2025, at _____, South Dakota.

The above and foregoing Resolution was moved for adoption by Alderperson _____, seconded by Alderperson _____, and upon roll call motion carried whereupon the Mayor declared the resolution to be duly passed and adopted.

I hereby certify that Resolution No. 25-06 was published in the Watertown Public Opinion, the official newspaper of said City, on the _____ day of _____, 2025.

City of Watertown

Ried Holien
Mayor

ATTEST:

Kristen Bobzien
Finance Officer



City Council

Agenda Item

Subject: Authorization for the Interim City Manager to utilize contingency funds in the amount of \$40,833.79 for the repair of a Watertown Fire Rescue Fire Truck Engine

Meeting: City Council - Feb 03 2025

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

BACKGROUND INFORMATION:

WFR's Engine 3 is out of service due to a catastrophic engine failure, and needs to be overhauled.

FINANCIAL CONSIDERATIONS:

Watertown Fire requests contingency funds to supplement there Equipment Maintenance budget in the amount not to exceed \$40,833.79 to overhaul an engine on a Fire Truck.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to authorize the Interim City Manager to utilize contingency funds in the amount of \$40,833.79 for the repair of a Watertown Fire Rescue Fire Truck Engine

ATTACHMENT(S):

[Estimate for overhaul of engine on Fire Truck](#)

TITAN MACHINERY

QUOTATION NO PQ0007172	DATE 01/23/2025
PAYMENT TERMS Credit Card	

TITAN MACHINERY-WATERTOWN
PO BOX 1570
WATERTOWN SD 57201-1570

CUSTOMER NO BP0037322
CUST REF

PARTS QUOTATION

INVOICE TO:

CITY OF WATERTOWN
PO BOX 910
WATERTOWN SD 57201-0910

SHIP TO:

TITAN MACHINERY-WATERTOWN
PO BOX 1570
WATERTOWN SD 57201-1570

SALESMAN : BOOZE, JEFFERY
SHIP VIA : WILL CALL
GOOD THRU : 2/22/2025
CONTACT NAME : ACCOUNTS PAYABLE
DELIVERY TERMS :

Pos.	Qty.	PART NUMBER	DESCRIPTION	PRICE	CORE	TOTAL
1	1	5633436 CUM	overhaul kit	5,718.02	0.00	5,718.02
3	1	5529501RX CUM	HEAD	5,979.15	0.00	5,979.15
4	6	5579409PX CUM	KIT INJECTOR	1,677.96	0.00	10,067.76
5	1	CV50628 CASE	CRANKCASE	152.04	0.00	152.04
6	1	AF25139M CASE	FILTER, AIR	121.12	0.00	121.12
7	10	FLTRELC5050G NAVIST	RED ELC COOLANT 50/50	10.33	0.00	103.30
8	18	R10-30 WESTWA	ROTELLA 10-30Q	8.95	0.00	161.10
9	1	3798338RX CUM	KIT TURBOCHARGER	5,995.49	0.00	5,995.49
10	1	6382091RX CUM	TURBOCHARGER ACTUATOR	1,824.73	250.00	2,074.73
11	1	FRT ZZZ	FREIGHT	1,000.00	0.00	1,000.00
12	1055	MH WESTWA	MISC HARDWARE	0.95	0.00	1,002.25
13	1	5472966 CUM	kit lower engine gaskets	458.83	0.00	458.83

50 hr - 8,000

Overhaul

PARTS	31,833.79
MISC CHARGES	1,000.00
HEADER DISC	0.00
SUBTOTAL	32,833.79
SALES TAX	0.00
QUOTE AMOUNT(USD)	32,833.79

410 833.79

11