City of Watertown

Proposed City Council Agenda
City Hall, 23 2ND ST NE
Watertown, South Dakota
May 20, 2024, 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 May 6, 2024. City Council - May 06 2024 - Minutes	4 - 12
(b)	Approval of the April 2024 Park & Recreation Volunteers. Park & Recreation Volunteers	13 - 14
(c)	Renewal of Retail (on-off Sale) Malt Beverage & SD Farm Wine Licenses for the Period of July 1, 2024 to June 30, 2025. 2024-25 Malt Beverage Renewals	15 - 16
(d)	Approval of a business license to Scenic Sign Corp as a Sign Installer ($250.00) Scenic Sign Corp	17 - 21
(e)	Approval of a Business License to Dan's Excavating as a Pipe Layer ($250). Dan's Excavating	22 - 27
(f)	Approval of a Business License to Wheelhouse Plumbing, Inc as a Gasfitting Contractor ($250) and Trevor Wheelhouse and Tyler Gabriel as a Gasfitter ($75/each). Wheelhouse Plumbing Inc	28 - 33
(g)	Authorization for the Park and Recreation Department to apply for the 2024 South Dakota Department of Health West Nile Virus Prevention Grant and authorize the City Manager to sign all related documents to the grant including acceptance of the grant. West Nile Prevention Grant	34 - 35
(h)	Authorization for the Finance Officer to sign the engagement letter with Van Iwaarden Associates for Actuarial Services for 2024 and 2025. Actuarial Services Engagement Letter	36 - 41

8. PRESENTATIONS & REPORTS

9. CONTRACTS & CHANGE ORDERS

(a) Approval of a Bid Award for the 2024 Pickleball Facility, Project No. 2408, to Timmons Construction Inc. in the amount of $526,280.02. 42 - 46

Bid Award for the 2024 Pickleball Facility, Project No. 2408

(b) Approval of a Bid Award for the 2024 Park & Recreation Fence Improvements, Project No. 2409-B, to LT Companies Inc. in the amount of $155,984.40. 47 - 50

2024 Park & Recreation Fence Improvements, Project No. 2409-B

(c) Approval of Agreement for Transportation Alternatives Funding with the South Dakota Department of Transportation for the Lake Kampeska Bike Trail-Segment 2, Project No. 2421. 51 - 62

Agreement for Transportation Alternatives Funding

(d) Approval of a Professional Services Agreement for Environmental Review, Survey, and Design services associated with the Private Hangar Area, Project No. AIP 3-46-0058-04-202, with Helms and Associates Corporation, in the amount of $49,300.21. 63 - 96

Professional Services Agreement for Design of Private Hangar Area

10. ORDINANCE FIRST READINGS

11. PUBLIC HEARINGS & SECOND READINGS

(a) Application for a Special Event Malt Beverage Retailer's License & Special Event Retail Wine License to Watertown Area Chamber of Commerce d/b/a Watertown Area Chamber of Commerce for Cookin' on Kampeska, 1 East Kemp Ave, Portion of the north 40 rods of Government Lot 1, of Fractional Section 22-117N-53W, which is west of a line which begins at a point 450’ west of the northeast corner of section 22 and is on the north section line of section 22, and ends at a point 625’ west of the east section line of section 22 and is on a line which is 40 rods south of the north section line of section 22 from 6:00 PM on Thursday, July 18th to 11:59 PM on Saturday, July 20th, 2024. 97 - 101

1. Public Hearing
2. Council Action

Cookin' on Kampeska

(b) Second Reading of Ordinance No. 24-04, a Zoning Text Amendment to Chapter 25.06 Locations and Special Use Provisions for Medical Cannabis Establishments for Fencing Requirements of the Revised Ordinances of the City of Watertown. 102 - 112

1. Public Hearing
2. Council Action

Ordinance No. 24-04

(c) Second Reading of Ordinance 24-05 Amending Section 2.0118.2 Regarding Special Alcoholic Beverage Licenses in Conjunction with Special Events. 113 - 116

Ordinance No. 24-05

12. OTHER BUSINESS

(a) Application for a Weekly Seasonal Event Retail On-Sale License to The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for Thursday Night Live, 225 E Kemp, Downtown Plaza and that portion of Kemp Ave adjacent to Downtown Plaza for the duration of the 2024 Thursday Night Live Season. 117 - 123

Dempsey's - Thursday Night Live

(b) Authorization for the Police Department to hire a "Plus One" patrol officer. 124 - 126

"Plus One" Patrol Officer

(c) Authorization to Supplement the WPD Budget by $25,462.00 for the Purchase of a DASH Race Timing System to Support Youth and Drug Abuse Prevention Programs. 127 - 129

Supplement to WPD Budget

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
May 6, 2024

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

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

Mayor Holien removed Item 10(c): First Reading of Ordinance No. 24-06, an Ordinance Amending Chapter 19.4A, Golf Carts of the Revised Ordinances of the City of Watertown Regarding Use of Golf Carts from the agenda.

Motion by Danforth, seconded by Peters, to approve the agenda as amended. Items approved as part of the consent agenda: minutes of the Council meeting held on April 15, 2024; renewal of Retail (on-off Sale) Malt Beverage & SD Farm Wine Licenses for the Period of July 1, 2024 to June 30, 2025; a Business License to Wheelhouse Plumbing Inc as a Pipe Layer; authorization for Watertown Fire Rescue to Declare Two Vehicles (2005 Ford F150 Pickup and 2000 Chevy 1500 Pickup) as Surplus and Trade-in at Watertown Ford; acknowledgment of the May 2nd FAA Airport Improvement Program (AIP) Grant Application for Taxiway B and Taxiway C, in the amount of $4.55 million; authorization for the Police Department to apply and accept a Trans Canada Grant in the amount of $4,810 for use of force training equipment (No City Match Requirement); an Agreement to Establish Responsibilities for Reading, Disseminating, and Documenting Aviation Weather Observations with the Federal Aviation Administration (FAA); Change Order No. 1 Final for the 2023 Downtown Alley Improvements, Project No. 2208 with Crestone Builders, for an Increase of $6,855.65 for a New Contract Price of $104,866.65; approval of bills and payroll and authorization to pay. Motion Carried.

BILLS:

A & B BUSINESS SOLUTIONS, INC.	SERVICE	419.10	LAKE AREA / BIT	SERVICE	300.13
ACCUPRODUCTS INTERNATIONAL	SUPPLIES	96.36	LAKE AREA DOOR, INC.	SERVICE	1,374.86
ACTIVE HEATING, INC.	SERVICE	426.25	LAKE AREA TECH FOUNDATION	DUES	500.00
ACTIVE NETWORK, LLC	SUPPLIES	1,522.35	LAKE AREA ZOOLOGICAL SOCIETY	REIMB	17,833.07
ADAPCO	SUPPLIES	28,213.00	LAMMERS CONSTRUCTION	SERVICE	695.00
ADVANCE PROFESSIONAL	PARTS	29.98	LANGUAGE LINE SERVICES, INC.	SERVICE	34.20
AGWRX COOPERATIVE - WATERTOWN MAIN	SUPPLIES	1,783.15	LARRY HOWARD	TRAVEL	34.00
AMAZON CAPITAL SERVICES	SUPPLIES	5,769.34	LAURA HINMAN	TRAVEL	206.00
AMBULANCE	REIMB	616.22	LEE HURLBERT	REIMB	59.37
AMERICAN CARPET CARE	SERVICE	560.00	LEIBOLD IRRIGATION, INC	PARTS	302.47
AMERICAN ENGINEERING TESTING, INC.	SUPPLIES	4,836.00	LES MILLS US TRADING, INC.	LICENSE	1,177.30
AMERICAN FLAGPOLE & FLAG CO.	SUPPLIES	319.70	LOCATORS & SUPPLIES, INC.	SUPPLIES	199.25
AMERICAN LEGION STATE HQ - EMBLEM SUPPLY	SUPPLIES	310.00	MACKSTEEL WAREHOUSE INC.	SUPPLIES	1,165.58
AMERICAN RED CROSS - TRAINING SERVICES	SERVICE	598.00	MACQUEEN EMERGENCY	PARTS	465.65
AMERICAN TRUST INS., LLC	SERVICE	50.00	MAC'S INC.	SUPPLIES	4,674.70
ANDOR INC.	SERVICE	5,078.36	MAMMOTH SPORTS CONSTR, LLC	CONSTR	2,000.00
A-OX WELDING CO, INC.	RENT	69.14	MARCO TECHNOLOGIES, LLC	SUBSCR	19,782.84
AP AUTO PROS, INC.	SERVICE	945.36	MARIA GRUENER	TRAVEL	206.00
ARTISAN CONCRETE CONCEPTS	SERVICE	5,740.00	MARTIN ENGINEERING COMPANY	SUPPLIES	2,004.07
ASSOCIATED SUPPLY COMPANY	SUPPLIES	28,215.96	MARTIN GEIER	TRAVEL	224.00
AT&T MOBILITY	SERVICE	1,514.59	MATHESON TRI-GAS, INC.	SUPPLIES	253.79
AUSTIN REIS	REIMB	33.00	MAXMEDIA	ADV	1,499.00
AUTO VALUE WATERTOWN	PARTS	2,814.26	MCKEEVER, INC.	SUPPLIES	1,806.55
AXON ENTERPRISE, INC.	TASERS/CAMERAS	58,060.44	MCMASTER-CARR	SUPPLIES	81.24
BAKER & TAYLOR	SUPPLIES	3,459.49	MENARD'S	SUPPLIES	12,203.96
BATTERIES UNLIMITED, INC.	SUPPLIES	305.00	MICRO MARKETING ASSOCIATE	SUPPLIES	534.66
BERNIE'S BODY & GLASS	SERVICE	1,027.50	MID STATES AUDIO, INC.	SERVICE	4,573.50
BLACKSTRAP, INC.	SUPPLIES	4,525.13	MIDCONTINENT COMMUNICATIONS	SERVICE	148.39
BLUEPEAK	SERVICE	12,643.40	MIDWEST AUTOMOTIVE, INC.	SUPPLIES	709.98

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BORNS GROUP	SERVICE	3,050.00	MIDWEST TAPE	SUPPLIES	67.47
BOULDER BIBS	SUPPLIES	67.21	MIDWEST TURF & IRRIGATION	SUPPLIES	1,337.83
BOUND TO STAY BOUND BOOKS, INC.	SUPPLIES	55.90	MILBANK WINWATER WORKS CO	SUPPLIES	1,104.90
BOUND TREE MEDICAL LLC	SUPPLIES	4,951.61	MJ WALSH TRUCKING, INC.	SERVICE	1,551.25
BRAD MILES	REIMB	82.00	MOE OIL CO, INC.	SUPPLIES	1,323.88
BRANDI HANTEN	TRAVEL	138.17	MOTOROLA	SERVICE	21,807.36
BRETT EISCHENS	TRAVEL	34.00	MUNICIPAL UTILITIES	SERVICE	182,465.42
BRIAN'S GLASS INC.	SERVICE	6,335.00	MUTH ELECTRIC, INC.	SERVICE	752.60
BUILDERS SUPPLY COMPANY	SUPPLIES	584.25	NAPA CENTRAL	PARTS	802.46
BULLET SPORTSWEAR AND GRAPHICS	SUPPLIES	321.50	NATIONAL SPORTS PRODUCTS	SUPPLIES	502.00
BUREAU OF ADMINISTRATION	SERVICE	0.38	NEWSBANK, INC.	SUBSCR	6,045.00
BUTLER MACHINERY CO INC.	SERVICE	1,362.82	NIHCA	DUES	199.00
C & S PEST CONTROL	SERVICE	95.00	NINJA CROSS SYSTEMS	EQUIP	30,775.00
C&R FIRE SUPPRESSION	SERVICE	2,697.80	NOBLE SUPPLY & LOGISTICS LLC	TRAINING	5,950.00
CADEN YURKOVICH	TRAVEL	350.00	NORTH CENTRAL LABORATORIES	SUPPLIES	789.55
CALAMP WIRELESS NETWORKS CORPORATION	PARTS	240.00	NSI LAB SOLUTIONS INCORPORATED	SUPPLIES	241.00
CAMPSPOT	SERVICE	1,689.70	NYBERG'S ACE HARDWARE, INC.	SUPPLIES	783.94
CARLA HEUER	TRAVEL	120.00	OFFICE PEEPS, INC.	SUPPLIES	1,564.65
CAROLINA SOFTWARE, INC.	SOFTWARE	600.00	O'REILLY AUTO PARTS	PARTS	217.82
CARRICO LAW PROF. LLC	SERVICE	21,000.80	OVERDRIVE, INC.	SUPPLIES	1,069.67
CARTNEY BEARING CORPORATION	SUPPLIES	15.12	OVERHEAD DOOR CO INC.	SERVICE	5,868.88
CASHWAY LUMBER INC.	SUPPLIES	174.20	PAMELA R. KANNAS	SERVICE	64.00
CASTLEWOOD AMBULANCE	REIMB	265.33	PEARSON DESIGN	SERVICE	1,490.00
CENTER POINT LARGE PRINT	BOOKS	140.82	PENTAIR AQUATIC ECO-SYSTEMS	SUPPLIES	375.09
CENTURY BUSINESS PRODUCTS, INC	SERVICE	444.04	PENWORTHY COMPANY	BOOKS	74.46
CENTURYLINK	SERVICE	303.32	PERFORMANCE TOWING	SERVICE	50.00
CERTIFIED LABORATORIES	SUPPLIES	1,787.15	PETERBILT OF FARGO	SERVICE	528.80
CHAD KOISTINEN	REIMB	33.00	PHEASANTLAND INDUSTRIES	SUPPLIES	378.79
CINTAS CORPORATION NO. 2	SERVICE	56.29	PICKLEBALL INC.	SUPPLIES	195.97
CITY OF SAINT PAUL	COURSE	360.00	PIONEER MANUFACTURING CO	SUPPLIES	3,097.95
CIVICPLUS	ANNUAL FEE	2,110.65	PIZZA RANCH	SUPPLIES	83.95
CIVIL DESIGN, INC.	5TH AVE N	14,277.50	POLICE PETTY CASH FUND	CASH	125.88
CLARK COUNTY AMBULANCE	REIMB	278.32	POMP'S TIRE SERVICE, INC.	SERVICE	1,478.61
CLARKE MOSQUITO CONTROL PRODUCTS, INC	SUPPLIES	607.61	PORTER DISTRIBUTING CO.	SUPPLIES	387.90
CLUBHOUSE HOTEL & SUITES - PIERRE	TRAVEL	1,303.36	PORTIA TRIAS	REFUND	292.05
COCA COLA BOTTLING COMPANY	SUPPLIES	565.00	PRAIRIE LAKES HEALTHCARE	SERVICE	160.00
CODINGTON CLARK ELECTRIC COOPERATIVE, INC.	SERVICE	648.74	PRINT EM NOW	SUPPLIES	1,369.65
CODINGTON CO CLERK OF COURTS	REIMB	977.20	PRIORITY DISPATCH CORPORATION	SERVICE	425.00
CODINGTON CO REGISTER OF DEEDS	SERVICE	161.00	PRO LINE, INC.	SUPPLIES	803.59
CODINGTON CO TREASURER	DUES	1,959.36	PRODUCTIVITY PLUS ACCOUNT	PARTS	2,102.95
CODY BERNS	SERVICE	7,560.00	QUESTIONS & SOLUTIONS ENG, INC	SERVICE	8,995.00
COMMERCIAL CLEANING SERVICES INC	SERVICE	5,550.00	RC TECHNOLOGIES, INC	SERVICE	78.20
CONNECTING POINT, INC.	SERVICE	984.58	RDO EQUIPMENT CO.	SERVICE	983.51
CONSOLIDATED READY MIX, INC.	SUPPLIES	540.00	REDLINGER BROS INC.	SERVICE	1,208.66
COUNTY FAIR FOODS	SUPPLIES	218.97	REED JOSEPH INTL CO.	SUPPLIES	689.00
CREATIVE CONCEPTS, INC.	SUPPLIES	278.75	RHODE ISLAND NOVELTY	SUPPLIES	934.48
CREATIVE CONNECTIONS, LLC	ADV	610.00	RISING STAR HYDRAULICS	SUPPLIES	83.98
CREATIVE PRODUCT SOURCING , INC.	SUPPLIES	759.82	RJM CONSTRUCTION, LLC	CONSTR	50,338.80
CREATIVE REWARDS & SPECIALTIES	SUPPLIES	387.00	ROBERT DARI	TRAVEL	34.00
CREATIVE VISIONS LANDSCAPE & DESIGN, INC.	SERVICE	2,726.25	ROCKING J ROTISSERIE LLC	SERVICE	17,115.61
CRESCENT ELECTRIC SUPPLY, CO.	SUPPLIES	1,258.65	RON RENELT	REIMB	57.34
CROWN AWARDS	SUPPLIES	132.93	RON'S SAW SHOP	SERVICE	1,898.52
CULLIGAN	SERVICE	390.75	ROTARY CLUB	DUES	670.56
DAGWOOD'S SUBS	SUPPLIES	185.98	ROY'S SPORT SHOP INC.	SUPPLIES	490.93
DAKOTA BUTCHER	SUPPLIES	791.99	RUNNINGS FARM AND FLEET	SUPPLIES	5,838.30
DAKOTA PLAYGROUND	EQUIP	24,310.00	SAFETY KLEEN SYSTEMS, INC.	SUPPLIES	263.97
DAKOTA PUMP & CONTROL, INC.	SERVICE	4,434.04	SALSBURY INDUSTRIES, INC	LOCKERS	6,659.59
DAKOTA SUPPLY GROUP	SUPPLIES	15.58	SAME DAY EXPRESS, INC.	SERVICE	380.00
DANIELLE HAWLEY	REFUND	584.10	SANFORD HEALTH OCCUPATIONAL MEDICINE	SERVICE	483.00
DARKTRACE HOLDINGS LIMITED	SERVICE	36,978.50	SANFORD USD MEDICAL CENTER	SERVICE	1,200.00
DAVE GREENMAN	REIMB	79.54	SANITATION PRODUCTS INC.	SUPPLIES	12,948.16
DELL MARKETING L P	SUPPLIES	39,908.98	SAUNA360	SUPPLIES	92.28
DEPENDABLE SANITATION INC.	SERVICE	4,181.66	SCHAEFFER MFG CO.	SUPPLIES	651.60
DEUTSCH EXCAVATING	SERVICE	7,345.00	SCHERBENSKE AUTO REPAIR, INC.	SERVICE	220.99
DIAMOND VOGEL, INC	SUPPLIES	4,811.54	SCHOLASTIC INC.	BOOKS	786.77
DISCOUNT SEEDS, INC.	SUPPLIES	585.00	SD DEPT OF ENV & NATURAL RESOURCES	DUES	4,062.32
DUININCK, INC	SUPPLIES	4,054.93	SD DEPT OF MOTOR VEHICLES	SERVICE	16.70
DUPONT ELECTRIC INC.	SERVICE	558.94	SD DEPT OF TRANSPORTATION	CONSTR	253,670.53
EASTSIDE EQUIPMENT LLC	TRACTOR	97,968.27	SD MUNICIPAL LEAGUE	DUES	30.00
EASY PICKER GOLF PRODUCTS, INC.	SUPPLIES	790.38	SD POLICE CHIEF'S ASSOCIATION	DUES	115.00
EATON CORPORATION	SERVICE	13,483.32	SD PUBLIC ASSURANCE ALLIANCE	DUES	336.76
EBSCO INFORMATION SERVICES	SUPPLIES	160.11	SD REDBOOK FUND	SERVICE	300.00
ELECTRIC CONSTRUCTION COMPANY	SERVICE	73,008.29	SD SECRETARY OF STATE	DUES	30.00
ELECTRIC MOTORS & MOORE INC.	SUPPLIES	327.00	SDN COMMUNICATIONS	SERVICE	766.99

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ELEMENT	SERVICE	1,000.00	SEBCO BOOKS	SUPPLIES	681.31
ELIFEGUARD, INC.	SUPPLIES	1,036.18	SERVICE FIRST FIRE SPRINKLER, LLC	SERVICE	1,009.00
ELITE DRAIN & SEWER CLEANING LLC	SERVICE	580.00	SHERWIN WILLIAMS	SUPPLIES	216.82
EMS MANAGEMENT & CONSULTANTS, INC	SERVICE	2,420.00	SHRED-IT	SERVICE	149.28
ENERGY LABORATORIES, INC.	SUPPLIES	1,484.00	SIGN PRO	SERVICE	10,621.00
ENGELSTAD ELECTRIC	SERVICE	444.08	SIOUX RURAL WATER SYSTEM	SERVICE	116.10
ESRI	SUPPLIES	5,470.00	SIOUX VALLEY COOP	SUPPLIES	49,836.84
EUROFINS ENVIRONMENT TESTING NORTH CENTRAL	SERVICE	2,943.00	SITEONE LANDSCAPE SUPPLY, LLC	SUPPLIES	839.48
EVIDENT INC.	SUPPLIES	60.00	SKY TECHNOLOGIES	ICE ARENA	54,059.28
EVOLUTION POWERSPORTS	SUPPLIES	17.98	SODAK SERVICES, LLC	SERVICE	330.00
EXECUTIVE MGMT. FINANCE OFFICE	SERVICE	6.25	SOLIEN & LARSON ENGINEERING. P.C.	CONSTR	2,250.00
FASTENAL COMPANY	SUPPLIES	639.04	STAN HOUSTON EQUIPMENT INC.	SUPPLIES	557.28
FEDERAL EXPRESS CORPORATION	SHIPPING	172.31	STAR LAUNDRY & CLEANERS, INC.	SERVICE	882.45
FERGUSON WATERWORKS #2516	SUPPLIES	453.01	STAR TRIBUNE	ADV	473.62
FIRST DISTRICT ASSN OF LOCAL GOVERNMENTS	SERVICE	5,500.00	STATE OF SOUTH DAKOTA	DUES	150.00
FIRST NATIONAL BANK OMAHA	SUPPLIES	15,269.80	STEIN SIGN	SUPPLIES	86,498.54
FISHER SCIENTIFIC	SUPPLIES	8,175.70	STOCKWELL ENGINEERS, INC.	SERVICE	4,559.60
FLEETPRIDE, INC	PARTS	8.88	STREET GRAPHEX, INC.	SUPPLIES	1,691.10
G & R CONTROLS, INC.	SERVICE	1,316.58	STREICHER'S INC.	SUPPLIES	878.51
GALL'S INC.	SUPPLIES	2,135.86	STRYKER SALES CORPORATION	SUPPLIES	359.40
GANNETT MEDIA CORP	SERVICE	1,339.50	SUTTON LAWN & SNOW LLC	SERVICE	770.00
GANNETT TENNESSEE LOCALIQ	SERVICE	6,019.71	SWO TAX REVENUE DEPARTMENT	DUES	100.00
GARY WECKWERTH	SERVICE	2,500.00	TAMMY SUTTON	REIMB	80.83
GATOR LIFTGATES LLC	SUPPLIES	3,449.98	TECHNICOLOR SCREEN PRINTING, INC.	SUPPLIES	182.00
GEMPLER'S	SUPPLIES	147.71	TEGRA GROUP, INC.	SERVICE	30,248.53
GEOTEK ENGINEERING	SERVICE	2,758.75	TERESA BENDEL	REIMB	41.47
GLACIAL LAKES POWERSPORTS	SERVICE	330.95	TEREX USA LLC	SERVICE	480.00
GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	DUES	330.00	TETONKA, LLP	WETLAND MITIGATION	34,272.00
GRAINGER	SUPPLIES	1,380.47	THE TESSMAN COMPANY	SUPPLIES	5,411.00
GREEN APPLE SEPTIC TANK SERVICE	SERVICE	234.45	THOMSON REUTERS - WEST	SUBSCR	1,804.23
HAWKINS INC.	SUPPLIES	2,694.90	TK ELEVATOR	SERVICE	596.88
HDR ENGINEERING INC.	CONSTR	201,006.55	TODAY'S BUSINESS SOLUTIONS, INC.	DUES	1,095.00
HEATH VONEYE	TRAVEL	68.00	TONY'S CATERING	SUPPLIES	239.00
HELMS & ASSOCIATES	SERVICE	1,057.50	TRACEY WITTE	TRAVEL	68.00
HELSPER, MCCARTY & RASMUSSEN, P.C.	SERVICE	631.60	TRANSUNION RISK AND ALTERNATIVE	SERVICE	75.00
HILLYARD / SIOUX FALLS	SUPPLIES	2,920.97	TRAV'S OUTFITTER, INC.	SUPPLIES	1,762.92
HY VEE FOOD STORE	SUPPLIES	815.03	TREE FARM	SUPPLIES	13,011.20
ICMA MEMBERSHIP RENEWALS	DUES	600.00	TSP, INC.	CONSTR	15,601.13
IS RESTAURANT DESIGN EQUIPMENT AND SUPPLY	SUPPLIES	1,577.33	TWO WAY SOLUTIONS, INC.	SERVICE	3,222.69
ISTATE TRUCK CENTER, INC.	SERVICE	2,294.70	TYLER TECHNOLOGIES, INC.	SERVICE	1,522.50
ITC, INC	SERVICE	502.87	ULINE	SUPPLIES	679.82
J & B SCREEN PRINTING INC.	SUPPLIES	2,316.75	UNIQUE MGMT SERVICES, INC.	SERVICE	88.55
J & J EARTHWORKS, INC.	CONSTR	296,337.73	UPS STORE	SERVICE	348.82
J D POWER	SUBSCR	156.00	US BANK NATIONAL ASSOCIATION	RENT	80.00
J H LARSON ELECTRICAL CO.	SUPPLIES	1,194.00	US BANK ST PAUL	DEBT	1,024,151.88
JAMON HARBERTS	TRAVEL	140.00	US FOODS - SIOUX FALLS	SUPPLIES	5,569.75
JASON RAML TRUCKING	SERVICE	2,130.00	VAN WALL EQUIPMENT	EQUIP	59,519.92
JCL - SIOUX FALLS BRANCH	SUPPLIES	155.16	VERIZON WIRELESS	SERVICE	659.42
JEFF'S VACUUM CENTER	SUPPLIES	810.88	WAL-MART	SUPPLIES	1,442.44
JIM SOUCY	REIMB	100.00	WTN AREA CHAMBER OF COMMERCE	DUES	1,022.50
JLG ARCHITECTS	CONSTR	7,483.87	WATERTOWN ARTWALK, INC.	CONTR	2,500.00
JOHN DEERE	EQUIP	59,612.47	WATERTOWN BOYS AND GIRLS CLUB	SUBSIDY	16,771.52
JOHN DEERE FINANCIAL	PARTS	64.61	WTN BUSINESS DISTRICT IMPROVEMENT	SUBSIDY	20,639.52
JOSH VOLKART	MILEAGE	76.40	WTN CONVENTION & VISITORS BUREAU	SUBSIDY	29,000.00
JUNIPER JADE BOUTIQUE PHOTOGRAPHY	SERVICE	100.00	WATERTOWN DEVELOPMENT COMPANY	CONTR	200,000.00
JURGENS PRINTING INC.	SUPPLIES	339.00	WATERTOWN FORD	EQUIP	134,057.04
JUSTICE FIRE & SAFETY	SERVICE	2,838.00	WTN LAWN & GARDEN & SMALL ENGINE REPAIR INC	SUPPLIES	1,502.37
JUSTIN LAWN & TREE SERVICE, INC.	SERVICE	675.00	WATERTOWN MUNICIPAL BAND	SUBSIDY	3,125.00
KAREN WEBER	REIMB	62.00	WATERTOWN TRUCK & TRAILER INC	SERVICE	871.14
KARL EMERGENCY VEHICLES	PARTS	224.67	WATERTOWN WHOLESALE	SUPPLIES	759.45
KATHY ANTOINE	SERVICE	700.00	WEISMANTEL RENT ALL	RENT	100.00
KIXX	ADV	500.00	WILD REPUBLIC	SUPPLIES	4,004.23
KOHL EXCAVATING, LLC	SERVICE	2,100.00	WINSUPPLY OF WATERTOWN	SUPPLIES	33.74
KPHR	ADV	240.00	WW TIRE SERVICE INC.	SERVICE	2,820.12
KURITA AMERICA INC	SUPPLIES	2,460.78	XTREME GARAGE DOOR LLC	SERVICE	489.79
KXLG	ADV	1,563.00	ZIEMER LNDSCP & LAWN CARE, S&E LLC	SERVICE	640.00
L MARQUARDT ELECTRIC INC.	SERVICE	7,274.39			

PAYROLL:

	Sal	SS	Pen	Ins		Sal	SS	Pen	Ins
Mayor/CC	10,304.10	611.81	-	-	**Cemetery**	12,732.27	935.40	670.72	1,765.12
City Manager	27,673.70	1,986.60	1,653.22	4,799.38	**Animal Cntrl**	9,811.80	716.66	583.91	1,765.12

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Human Resources	14,826.57	1,068.60	884.80	2,308.03	**Forestry**	21,466.40	1,556.76	1,277.21	3,951.80
Finance	31,759.99	2,293.97	1,900.80	4,665.57	**Library**	47,180.41	3,427.82	2,617.19	9,817.50
Info Tech	26,858.85	1,972.84	1,601.93	4,332.52	**Comm Develop**	24,106.27	1,739.90	1,436.77	3,399.62
Engineer	28,290.70	2,068.32	1,619.47	3,973.24	**Park & Rec.**	210,585.64	15,583.91	11,015.17	28,518.85
Police	282,125.02	20,715.42	21,866.68	37,842.11	**PLWC**	82,973.79	6,338.24	2,560.89	6,383.78
Fire	269,330.35	3,959.11	21,001.26	45,405.60	**E-911**	61,776.17	4,453.70	3,704.18	11,429.31
Public Works	18842.34	1394.93	1125.74	1620.91	**Sewer**	77,733.74	5,699.07	4,584.76	11,166.38
Street	73,085.43	6,144.51	5,050.49	13,231.18	**Landfill**	86,920.42	6,173.36	5,208.01	19,173.43
Snow Removal	11,438.93	17.56	-	-	**Airport**	41,522.23	2,876.03	2,071.70	4,797.49

Add'l 8.00 Long	C. Cutler & S. Price (Police), J. Hauck, D. Landeen & T. McElhany (Fire), J. Lindner (Street), C. Christenson (Animal Control)
New Hire Golf	J. Nilson (3,880.93/mo), A. Buri (18.00/hr), D. Christofferson (12.00/hr) **New Hire PLWC** S. Homola (3,045.47/mo/40/mo cell), E. Carder (12.25/hr)
New Hire City Mgr	D. Whitman (3,846.27/mo) **New Hire Zoo** C. Gamble (14.00/hr), B. Struwe (17.00/hr) **New Hire Ambulance** R. Serreyn (18.00/hr)
New Hire Engineering	C. Spellman (21.50/hr) **New Hire Ice Arena** C. Mueller & R. Nelson (15.00/hr) **Salary Inc IT** N. Weyh (4,718.13/mo/40.00/mo cell)
Salary Inc P&R	C. Parliament, L. Jaton, J. Hirtz & H. Olson (16.00/hr) E. Gossen (13.00/hr), N. VanSickle (12.25/hr) **Salary Inc Forestry** C. Brown (16.50/hr)
Salary Inc Forestry	T. Aarestad (14.50/hr) **New Hire Golf** J. Christenson & J. Beasley (12.75/hr), M. Redlinger (13.75/hr), J. Johnson (14.00/hr), J. Ries (14.25/hr)
Salary Inc Golf	P. Foust & T. Wilde (15.75/hr) **Salary Inc Police** M. Geier, J. Waldner & A. Hansen (65.00/mo) **Salary Inc PLWC** E. Miller (15.50/hr)
Salary Inc Parks	J. Heesch, C. Schmahl, T. Himmerich, D. Denzer, A. Redfield, & K. Ries (14.00/hr) A. Kahre & N. Berg (14.50/hr) E. Day & G. Geffre (15.00/hr)
Salary Inc Parks	C. Schmahl (15.00/hr) H. Carstens (16.00/hr) D. Tulowetzke (16.50/hr) J. Pike (17.00/hr)

RETAIL (ON-OFF SALE) MALT BEVERAGE & SD FARM WINE
LICENSE RENEWALS FOR PERIOD JULY 1, 2024 TO JUNE 30, 2025

1. 4 Amigo's LLC, 4 Amigo's LLC (Inactive), 312 9th Ave SE Ste A, W ½ Lots 1-7 less Lot H1 and N30' vacated 10th Ave S adj W ½ Lot 7 Blk 2 Poulsons Add
2. 4 Amigo's LLC, Cowboy Country Store #1, 305 10th St. NW, Lots 22-28, Blk 16, Davis Addition; vacated 10th St W right-of-way lying between S 1/2 of Blk 15 and S1/2 of Blk 16, Davis Addition; Lot 14, Blk 15, Davis Addition less that part of Lot 14 lying North and East of Hwy #20 right-of-way; and Lots 15-19, Blk 15 Davis Addn
3. 4 Amigos, LLC., Cowboy Country Stores #1 Lefty's, 307 10th St. NW, Lots 22-28, Blk 16, Davis Addition; vacated 10th St W right-of-way lying between S1/2 of Blk 15 and S1/2 of Blk 16, Davis Addition; Lot 14, Blk 15, Davis Addition less that part of Lot 14 lying North and East of Hwy #20 right-of-way; and Lots 15-19, Blk 15, Davis Addition
4. 4 Amigos, LLC., Cowboy Country Stores Cowboy Casino, 309 10th St. NW, Lots 22-28, Blk 16, Davis Addition; vacated 10th St W right-of-way lying between S1/2 of Blk 15 and S1/2 of Blk 16, Davis Addition; Lot 14, Blk 15, Davis Addition less that part of Lot 14 lying North and East of Hwy #20 right-of-way; and Lots 15-19, Blk 15, Davis Addition
5. 4 Amigos, LLC., Cowboy Country Stores #3, 1400 4th St NE, W 250' of the S 250' of #3 of Plat entitled Lots 1-5 of Northridge Addition to Watertown
6. ABA Glines, LLC., Just One More Casino, 717 S Broadway Ste 1, Lot 6 less W30' Block 87 4th Railway Addition
7. Backroads Coffeehouse and Lunchboxx, LLC, Backroads Coffeehouse, 1519 4th St NE, Lot 9 North Grove Addition
8. Biever Enterprise, Inc., Senor Max's, 1300 9th Ave SE Unit 30, Suite 30 of Lots 1 & 2, Less Lot H1 Watertown Mall Associates an Ohio Limited Partnership Addn
9. Binde Enterprises, Inc, Highway 81 Liquors, 507 Arrow Ave, W90' of Lots 6-8, Blk 19, R.E. Pettigrew's Addn
10. Bobby D's LLC, Bobby D's, 724 Stoney Point Dr, That Portion of Government Lot 3 Lying South and West of Forsberg Addition; and the south 1557.05' of Government Lot 3, less the south 40 rods, less Forsberg Addition, less the East 325', all in section 29, Township 117 North, Range 53 West of the 5th P.M., Codington County, South Dakota; and the East 545' of the West639' of the North 483' less the East 68' of the West 545' of the South 110' of the North 320'; and the East 52' of the West 691' of the North 130' all described from the original platted boundaries of outlot "A" of the Plat Entitled, "Prairie Hills Development Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota"; and the West of 66' of Lot 1 of the Plat entitled, "Prairie Hills Development Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota"; and Lot CA1 and Lot U1 of the Plat Entitled, "The Point Condominium, A Subdivision of Lots 1 and 2 of Stony Point Second Addition Including Replat of Forsbergs Addition to the Municipality of Watertown, in the County of Codington, South Dakota," Including Condominium Units C1000, C1001, C2000, C3000, C4000 and all common areas contained in Lot U1; Less Condominium Units 1-4, 101, 103, 21-24, 201-203, 31-34, 301-313, 41, 42, 44, and 401-413 Located within Lot U1 All of Said Plat of the Point Condominium
11. Bracht Enterprises, Inc., Duffy's Bar, 22 Broadway St N, N25'8" of the S75' of Lots 11-14, Blk 4, Original Plat
12. Bryce H. Harms, Midtown #2, 1 1st Ave NE Suite #2, Wtn Community Oil Co. Outlot NE 1/4 of Sec 31, T117 N, R52W lying SE of a line drawn parallel to & lying 100 ft NE of the E boundary of said outlot in the area known as 1 1st Ave NE Suite #2
13. Bryce H. Harms, Midtown #3, 1 1st Ave NE Suite #3, Wtn Community Oil Co. Outlot NE 1/4 of Sec 31, T117 N, R52W lying SE of a line drawn parallel to & lying 100 ft NE of the E boundary of said outlot in the area known as 1 1st Ave NE Suite #3
14. Casey's Retail Company, Casey's General Store #2089, 185 4th St NE, Lots 1-3 less Lot H1 & N15' Lot 4 less Lot H2 & S35' Lot 4 & E100' Lot 5 & N50' E100' Lot 6 less Lot H1 Block 75 3rd Railway Addition to the town of Watertown, in the County of Codington, South Dakota
15. Casey's Retail Company, Casey's General Store #2455, 405 10th St SW, The North 40 Feet of the East 150 Feet of Lot 1 (Being that portion of Lot 1 lying directly south of Lot 2 of Swifts Subd) of Swift's Subdivision of the NE ¼ of the NW ¼ of the SE ¼ of Section 36, Township 117 North of Range 53, West of the 5th PM in Watertown, Codington County, South Dakota
16. Casey's Retail Company, Casey's General Store #2445, 20 19th St NE, Lot No 1 in Block No 1 of the Plat Entitled: Willow Creek Plaza First Addition to the Municipality of Watertown, in the County of Codington, South Dakota
17. Cattleman's Casino LLC, Cattlemen's Casino LLC, 1000 10th St. NW, OL 1 in NE1/4 City Lands Addn 25-117-53
18. Chubby's Inc., Inactive, 215 14th Street SE, Lots 15-16, Block 4, Original Plat Addn
19. City of Watertown/Golf Course, Cattail Crossing Golf Course, 351 Lake Dr S, Block 1 Golf Course Addition to the Municipality of Watertown, Located in the NE1/4 Section 27, T117N R53W of the 5th P.M. Codington County. The E1/2 of the NW1/4 and the SW1/4 of the NW1/4 Section 27, T117N R53W of the 5th P.M. Government Lot 1 Section 27, T117N R53W of the 5th P.M. less the following; That part of Watertown Water Co. Outlot 1 lying in Government Lot 1; Lot 1 of Lots 1 through 6, a Subdivision of "Watertown-Lake Kampeska Country Club Outlot #1" in Section 27 T117N R53W of the 5th P.M., Codington County,

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South Dakota; Lots 1 through 7 and Lot 2A of Haywoods Beach, a Subdivision of part of the Watertown Country Club Outlot 1 in Section 27 T117N R53W of the 5th P.M., Codington County, South Dakota; That part of Jackson Park lying in Government Lot 1

20. Commonwealth Gaming & Holdings Corp, Deuces Casino 12 (Inactive), 137 5th St NE Ste 102, Lots A-B less lot H1 Haggar's Subdivision Block 20, RF Pettigrew Addn, Suite 102
21. Commonwealth Gaming & Holdings Co, Inc., Deuces Casino 12.5, 137 5th St NE STE 101, Lots A-B less Lot H1 Haggar's Subdivision Block 20, RF Pettigrews Addition Suite 101
22. Commonwealth Gaming & Holdings Co, Inc., Deuces Casino 12.75, 137 5th St NE Suite C, Lots A-B less Lot H1 Haggar's Subdivision Block 20, RF Pettigrews Addition Suite 103
23. Commonwealth Gaming & Holdings Co, Inc., Deuces Casino 12.76 (Inactive), 137 5th St NE Ste 104, Lots A-B less lot H1 Haggar's Subdivision Block 20, RF Pettigrews Addition, Ste 104
24. Commonwealth Gaming & Holdings Co, Inc., Deuces Casino 12.78 (Inactive), 137 5th St NE Ste 105, Lots A-B less lot H1 Haggar's Subdivision Block 20, RF Pettigrews Addition Suite 105
25. Conda R. Williams, The Prop, 728 S. Lake Drive, Govt Lot 2 lying W of S Lake Dr less S40 rods & Le Miniclier Addn, & E325' Govt Lot 3, less S40 rods
26. County Fair Foods of Watertown Corp., County Fair Food of Watertown Corp, 14 2nd St. NE, E ½ of Lot 1 Parkside Place Addition
27. County Fair Foods of Watertown Corp, County Fair Smokehouse and Concessions, 8 2nd St NE, OL A & Lots 8-14 & W5' Lot 7 Blck 2 Original Plat & Dellman's OL & Lots 1-6 & E20' Lot 7 Block 2 Original Plat
28. D&M Entertainment, Inc., Doc's Bar, 33 N Maple, Lots 1-4, Blk 4, Orig Plat Addn
29. Dakota Butcher Watertown East Inc., Dakota Butcher, 1923 Willow Creek Drive, Suites 1 and 2, Lot 1 Marvin Ed 2nd Addition
30. Doris K. Wilkey, Kampeska Lodge & Store, 436 N Lake Drive, Outlots 8 & 14 in the SW Quarter of 9-117-53 less Section Line Right of Way, and Outlot 17 less Platted Parts, and Lot 14 of Plat of Part of Outlots 17 & 18 (Last Named Honska Ave) 9-117-53
31. The 19th Hole, Inc., The 19th Hole, Inc., 28 N Broadway, N65' Lot 11 Less 5'25' N65' W2' & S20' N40' Lots 12-14 Blk 4 Original Plat
32. Downtown Sushi 18 Inc., Downtown Sushi 18 Inc., 18 N Broadway, Parcel 1- The S49'4" W2' of Lot 11, and the S40' of Lots 13 and 14, all in Block 4, Original Plat to the recorded plat thereof, and Parcel 2- The S9.2' of the N125' of Lots 13 & 14 in Block 4 of Watertown, Codington
33. Get Your Should Together, LLC, Breakout, 19 N Broadway, S48' Lots 1-5 Less W12' Lot 5 Block 5 Original Plat
34. Good Enterprises, LLC., Casino Speedway, 108 S Lake Dr, Out Lot A & B, Govt. Lot 2, less 300', in NE1/4, 22-117-53 Codington County
35. Guadalajara, Inc., Guadalajara Mexican Restaurant, 1509 9th Ave SE #1, Lots 4-7, Roby Subdivision
36. Hector Meza LLC, El Tapatio Family Mexican Restaurant, 717 9th Ave. SE, Lots 16-21, Blk 28, Brocks Addn Suite 715
37. Heilmans Roadside Gas LLC, Heilmans Roadside Gas, 1500 9th Ave SE Unit 1, Unit 1 of E135.4' of W403.4' of Kranz & DeVille OL A, Govt Lot 1, 5-116-52(A)
38. Heilmans Roadside Gas LLC, Heilman's Roadside Gas, 1500 9th Ave SE Unit 2, Unit 2 of E135.4' of W403.4' of Kranz & DeVille OL A, Govt Lot 1, 5-116-52(A)
39. Henry & Dorothy Harms, Just One More #2, 717 S Broadway Ste #2, W30' of Lot 6, Block 87 4th Railway Addn
40. Hiro Sushi & Hibachi Inc., Tokyo Sushi & Hibachi, 521 9th Ave SE, Lots 1-4 and vacated part Ave & Alley less Lots 1-2, Lot A, Block H, & S8' Lot 5 & all Lots 6-7 and vacated part Ave, Block G, all in Burchards Addition
41. Hy-Vee Inc., Hy-Vee Food Store #1871, 1320 9th Ave SE, Lot A of Watertown Mall Associates subdivision of Lot 11 of the Plat entitled: Watertown Mall Associates an Ohio Limited Partnership Addition to the City of Watertown, located in the NE 1/4 Section 5-T116N-R52W of the 5th P.M. Codington County, SD
42. Kareem, Inc., I Mart Stores (Inactive), 615 9th Ave SE, Lots 15, 16, 17 & 18 in Rice Bros. Subd of Blk "J" of Burchard's Addn to Wtn
43. Kareem, Inc., Freedom, 225 W Kemp, S100' of Lots 8-10, Block 35, Second Railway Addition
44. Lake City Slowpitch Softball Association, Lake City Slowpitch Softball Association, 1512 17th Street SE, Lot 1, Blk 2, Watertown Sport Complex 1st Subdivision
45. Lake Stop 20, LLC, Lake Stop 20, LLC, 2301 SD Hwy 20, Lot 1 of TNT Addition
46. M&M Little River City, LLC, Little River City, 20 9th Ave SW, Lots 1 & 2, Little River City Addn
47. M&M Little River City, LLC, Silver City Casino, 22 9th Ave SW, E12' of W65' of S61' of N155' of Lot 1 of plat ent: Little River City Addn. to M. of Wtn, Cod., Co.
48. Magic Mile Casino, Inc., Magic Mile Casino, 520½ 10th St SE, Lots 18-23 Blk 5 Gesley's Addn (& Blk 24 in Brocks)
49. Magic Mile Casino, Inc. #2, Magic Mile #2, 520 10th St SE Ste B, Lots 18-23 Blk 5 Gesley's Addn (& Block 24 in Brock's)
50. Maria A. Rodriguez, El Tapatio Grocery, 713 9th Ave SE, Lot 16, Less Lot H1 and Lots 17-21 Block 28 of Brock's Addition
51. Number One Casino Inc, Number One Casino, 1006 14th St SE, W ½ of Lots 10 & 11, Blk 1, East Acres Addn
52. Oscar Nails Watertown LLC., Oscar Nails Watertown LLC, 2013 Willow Creek Drive Ste 3, Lot 1, Marvin Ed, 2nd Addition
53. P & L Convenience Inc., Interstate29 Fuels, 825 35 St Circle, Lot 1 Less W48.8' and Less N63' Watertown Hospitality Addition
54. Petrik Holdings LLC, Labbie's Sports Bar and Grill, 1414 9th Ave SE Ste C & D, W108' Kranz & Deville Ol A & Lot 13 & W108' Lot14 Blk 1 Wast Acres Add
55. PRG Watertown, LLC, DBA Marco's Pizza, 817 9th Ave SE, Lots 11, 12, 13 & 14 in Block 27 of Brock's Subdivision of Blocks 26, 27 & 28 of Brock's Addition
56. RBM1, LLC., Treasure Chest Casino, 1315 5th Ave SE, The S27' of Lots 27-29, Block 8, Gesley's Second Addition
57. Redlin Art Center, Redlin Art Center, 1200 33rd Street SE, Lot 1 Blk 4, N895' E1444.74' of Govt Lots 3 & 4 less Welters Subd includes Blks 1 & 2 Weiters subd less hwy
58. REVE, LLC., Watertown Brewing Company, 113 E Kemp Ave., Lot 1 in John F. Brock's rearrangement of lots 23 and 24 of Block 3, Watertown, Codington County, South Dakota, according to the recorded plat thereof; and Lot 1 in the Vacated Alley Rearrangement in John F. Brock's rearrangement of Lots 23 and 24, in Block 3, Watertown, Codington County, South Dakota, according to the recorded plat thereof; and Lot 1 in Balsiger's rearrangement of Lot 25 in Block 3, Watertown, Codington County, South Dakota, according to the recorded plat thereof
59. Rodney J. Parent, River Card Casino, 7 8th St SW, The South 27.5' of the East half of lot 3 and the South 27.5' of the west 11.5' of Lot 2, Block 49
60. Sandbar, The Sandbar, 100 N Lake Drive, Smith Outlot less SE 130'
61. Schwalm Corporation, The Lounge, 21 N Maple, Harper Belatti, Outlot Block 4, Original Plat
62. Sioux Valley Coop, Inc., Sioux Valley Coop, 1601 9th Ave SE, Old Roby Subd & Lot 2 less Lot H1 Cenex-Horning Add & Lot 3 less Lot H1 Pahl's Subd
63. Sioux Valley Coop, Inc., Sioux Valley Coop, 220 10th St NW, Lots 31-32 & N8' W116' vacated alley adjoining Lots 31 & Lots 34-37 & Lots 43-47 Blk 27 Replat of West Watertown & Lot 33 & Lots 38-42 Blk 27 West Watertown to the Municipality of Watertown, in the County of Codington, South Dakota
64. SS Retail, LLC., Smoke Solutions, 517 9th St SE, Lots 6-7 & S8' Lot 5 in Block G & that part of Vacated 7th Avenue lying between Lot 7 in Block G & Lot 1 in Block H and Lots 1-2 in Block H of Burchards Addition
65. Stone Oil Co, Inc., Prairie Stop, 1007 9th Ave SW, Loken Outlots 1&2 Lot 3 Loken's Add & Loken Outlot 2 less Lot H1 Loken Outlots 1&2
66. Stone Oil Company, Inc., The Grainery, 3801 9th Ave SE, Lot 1, Block 1 & N200' of S600' of W300', Blk 2, Fox Addn in SE 1/4, 34-117-52
67. Target Corporation, Target Stores-0859, 2000 9th Ave SE, Lot A of Endres' Investment Addition to the Municipality of Watertown
68. TBN LLC, Lone Pine, 2647 10th Ave SE, E109' of Lot 2 of Wheel City Addition to the Municipality of Watertown, Codington County, South Dakota
69. The Shamrocks & Edelweiss Corporation, Dempsey's Brewery, Pub, & Restaurant, 127 N Broadway, Hurkes Addn to the City of Watertown, being formerly a portion of the NE 1/4 of 31-117-52W
70. Tommy's Lanes, Inc., Tommy's Lanes Inc., 16 S Maple, Lot 11 & S 1/2 of Lot 12, Blk 10, Orig Plat Addn

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71. Wal-Mart, Inc., Wal-Mart Supercenter #1500-Watertown, 1201 29th St SE, Lot 3 of Walmart Addition
72. Watertown Mavericks LLC, Maverick's Steak and Cocktails, 100 E Kemp Ave Suite B, W115' & S10' N1/2 ESQ' Lot 12 & W65.22' N1/2 & W115' S ½ Lot 13 & W65.22' Lot 14, Block 10, Original Plat & WS0.75' E101.26' N25' Lot 13 & WS0.75' E101.26' Lot 14, Block 10 Original Plat
73. Woody's Sports Bar, LLC., Woody's Sports Bar, LLC., 1612 9th Ave SW, E224' W397' N275' & E93' W397' S237.25' N512.15' of Govt Lot 3, City Lands Addn.
74. WR Capital I, LLC., Minerva's Restaurant & Bar, 1901 9th Ave SW, E510.5' W900' S720' less W251.5' N124' & less N98' S596' E64.62' W395' & less H-3 City Lands 36-117-53 & E259' of W900' of N250' of S970' SW1/4 & Ramkota Addn plus Lot 4 & W93.3' of Lot 5 of Turbes Addn to the City of Watertown

Mayor Holien called for Open Forum. No comments.

Motion by Tupper, seconded by Buhler, to approve Amendment No. 2 with Rice Lake, CMAR for the Wastewater Collection System and Treatment Facilities Improvements, Project No. 2317, and Authorization of Bid Awards to proceed with Various Contracts at the Designated Pricing as Outlined in the award letter, in the amount of $19,962,883.00 for a revised contract amount of $20,800,236.00. Motion Carried.

Motion by Peters, seconded by Schutte, to approve a Professional Services Agreement Amendment No. 1 for the design of treatment plant items, additional collection design, and construction administration associated with the Wastewater Collection System and Treatment Facilities Improvements Project No. 2317 with HDR Engineering, Inc., in the amount of $4,795,553.50, for a total contract amount of $8,569,896.00. Motion Carried.

Motion by Buhler, seconded by Schutte, to authorize the City Manager to Apply for the Airport Improvement Program (AIP) and Bipartisan Infrastructure Law (BIL) Grants in the Amount of $3.11M for the Ag-Spray Hangar Area and Taxiway Project, with a 5% City Match Requirement. Motion Carried.

Motion by Tupper, seconded by Peters to approve a Professional Services Agreement Amendment No. 1 for Bidding and Construction Administration for the Ag-Spray Hangar Area and Taxiway Project, with Helms & Associates, in the Amount of $334,431.00 for a Total Contract of $468,145.74. Motion Carried.

Motion by Jurrens, seconded by Peters, to acknowledge the Bid Award by the South Dakota Department of Transportation for the Lake Kampeska Bike Trail 3A and 3B, to Duininck Inc., in the Amount of $1,458,343.80. Motion Carried.

Motion by Schutte, seconded by Buhler, to approve a Bid Award for the 2024 Regional Landfill Pavement Rehabilitation, Project No. 2412, to Duininck Inc., in the Amount of $267,300.00. Motion Carried.

Mayor Holien moved items 11(a) through 11(i) to be next on the agenda due to constituents present to speak during the public hearings. Items 9(g) and 11(j) will be heard together immediately after.

This being the time scheduled for a public hearing on a Special Event Malt Beverage Retailer's License & Special Event Retail Wine License to Watertown Area Chamber of Commerce d/b/a Watertown Area Chamber of Commerce for the Wine & Beer Walk, 1 East Kemp Ave, Lots 18-20 & 21-22 & N18' E24' Block 4 Original Plat from 5:00 PM to 8:00 PM on Thursday, May 30th, 2024; the Mayor called for public comment. Hearing no comments from the public, motion by Tupper, seconded by Buhler, to approve the license as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine license & video lottery license renewal for SSNC Inc., Midtown Smokeshop & Casino, 1 1st Avenue

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NE, Wtn Community Oil Co. Outlot NE ¼ of Sec 31, T117N, R52W lying SE of a line drawn parallel to & lying 100 ft NE of the E boundary of said outlot in the area known as 1st Ave NE Suite #3; the Mayor called for public comment. Robert West spoke in favor of the renewal. Hearing no further comments from the public, motion by Danforth, seconded by Tupper, to approve the renewal as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine license & video lottery license renewal for 4 Amigos, LLC., Cowboy Country Stores #2, 504 9th Ave SE, Lots 9-11 lying E of Hwy & all vacated alley, Lots 12-15 lying E of Hwy, Lot 16 & vacated alley, Blk 4, Davlins Addn; the Mayor called for public comment. Benny Spies spoke in favor of the renewal. Hearing no further comments from the public, motion by Tupper, seconded by Peters, to approve the renewal as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine license & video lottery license renewal for Gas-N-Goodies, Inc., Gas-N-Goodies, 152 4th St NE, RH Guddal's outlot formerly designated as lot 4 & 5 in Blk 13 RF Pettigrew's addn to E Wtn; the Mayor called for public comment. Sara Horning spoke in favor of the renewal. Hearing no further comments from the public, motion by Buhler, seconded by Peters, to approve the renewal as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine license & video lottery license renewal for R&L 81 Kwik Stop LLC., R&L 81 Kwik Stop, 103 5th St NE, Seven Eleven Addn, formerly Lots 1-3, Blk 4, E Wtn except that part of Blk 3 conveyed by Swift & Co 1948; the Mayor called for public comment. Larry Bachman spoke in favor of the renewal. Hearing no further comments from the public, motion by Buhler, seconded by Jurrens, to approve the renewal as presented. Motion Carried.

This being the time scheduled for a public hearing on a new Retail (on-off sale) Malt Beverage & SD Farm Wine license to Dolgen Midwest LLC, Dollar General Store #21951, 3224 9th Ave SW, Lot 1A in Lot 1 in Block 1 of Isabella First Addition to the Municipality of Watertown in the County of Codington, South Dakota; the Mayor called for public comment. Hearing no comments from the public, motion by Danforth, seconded by Peters, to approve the application as presented. Motion Carried.

This being the time scheduled for a public hearing on a new Retail (on-off sale) Wine and Cider license to Dolgen Midwest LLC, Dollar General Store #21951, 3224 9th Ave SW, Lot 1A in Lot 1 in Block 1 of Isabella First Addition to the Municipality of Watertown in the County of Codington, South Dakota; the Mayor called for public comment. Hearing no comments from the public, motion by Danforth, seconded by Buhler, to approve the application as presented. Motion Carried.

This being the time scheduled for a public hearing on a new Retail (on-off sale) Malt Beverage & SD Farm Wine license to Dolgen Midwest LLC, Dollar General Store #21569, 1010 4th Street NE, Lot 1 Watertown Dollar General Addition; the Mayor called for public comment. Hearing no comments from the public, motion by Tupper, seconded by Peters, to approve the application as presented. Motion Carried.

This being the time scheduled for a public hearing on a new Retail (on-off sale) Wine and Cider license to Dolgen Midwest LLC, Dollar General Store #21569, 1010 4th Street NE, Lot 1 Watertown Dollar General

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Addition; the Mayor called for public comment. Hearing no comments from the public, motion by Danforth, seconded by Peters, to approve the application as presented. Motion Carried.

Motion by Danforth, seconded by Schutte, to approve a Bid Award for the 2024 Neighborhood Street Reconstruction-7th Avenue SE, Project No. 2414, to Duininck Inc. in the amount of $630,311.08. Motion Carried.

This being the time and place for a public hearing on Resolution No. 24-11, Necessity for Sidewalk Improvements along 7th Avenue SE (from 2nd St - Hwy 81) with the 2024 Neighborhood Street Reconstruction project, Project No. 2414, the Mayor called for public comment. Richard Boettcher, Laurie Benson and Benita Ruhr addressed the City Council in regards to Resolution No. 24-11. Hearing no further comments from the public, motion by Danforth, seconded by Schutte, to approve Resolution No. 24-11 as presented. Upon roll call vote: voting in favor of Resolution No. 24-11: Tupper; voting against Resolution No. 24-11: Buhler, Danforth, Jurrens, Peters, Schutte and Mayor Holien. Motion Failed.

Ordinance No. 24-04, a Zoning Text Amendment to Chapter 25.06 Locations and Special Use Provisions for Medical Cannabis Establishments for Fencing Requirements of the Revised Ordinances of the City of Watertown was placed on its first reading and the title was read. No action taken.

Ordinance No. 24-05 Amending Section 2.0118.2 Regarding Special Alcoholic Beverage Licenses in Conjunction with Special Events was placed on its first reading and the title was read. No action taken.

Motion by Tupper, seconded by Peters, to approve Resolution No. 24-12, for Repeal or Carryover of Capital Outlay Appropriations from the 2023 Fiscal Year. Motion Carried.

Motion by Jurrens, seconded by Tupper, to approve the Preliminary 2023 Financial Statements as presented. Motion Carried.

Motion by Buhler, seconded by Peters, to authorize the City Manager or her designee to execute the Deed transferring land from the City to the Mildred Drake Trust to allow for reconveyance back to the City to accommodate the Sellers receiving part of their conveyance to the City as a donation. Motion Carried.

Councilman Tupper stated he is beginning work in regards to the Fourth of July Fireworks Display.

City Manager Mack announced there will not be a City Council Work Session next week.

Motion by Schutte, seconded by Tupper to go in to Executive Session for the purpose of discussing contractual matters. Motion Carried.

Motion by Buhler, seconded by Tupper, to adjourn until 5:30 PM on Monday, May 20th, 2024. Motion carried.

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

Dated at Watertown, South Dakota, May 6th, 2024.

Page 11 of 129

ATTEST:

_____	_____
Kristen Bobzien, Chief Financial Officer	Ried Holien, Mayor

Page 12 of 129

City Council

Agenda Item

Subject: Approval of the April 2024 Park & Recreation Volunteers.

Meeting: City Council - May 20 2024

From: Dusty Rodiek, Director of Parks, Recreations & Forestry

BACKGROUND INFORMATION:
The Park & Recreation 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 April 2024 Park & Recreation Volunteers.

ATTACHMENT(S):
April Volunteers

Volunteers

April, 2024

2024 Parks Volunteers

Rick Pearson
Dee Dee Whitman
Oliver Whitman

City Council

Agenda Item

Subject: Renewal of Retail (on-off Sale) Malt Beverage & SD Farm Wine Licenses for the Period of July 1, 2024 to June 30, 2025.

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
The attached list of businesses have submitted proper paperwork and payment in order to renew their Retail (on-off sale) Malt Beverage and SD Farm Wine Licenses for July 1, 2024 to June 30, 2025.

FINANCIAL CONSIDERATIONS:
The City of Watertown and the State of South Dakota both receive $150.00 for the renewal of each license. If the license also allows for Video Lottery, the licensee must also pay the City of Watertown $50.00 per video lottery machine used (up to a maximum of 10 machines).

STAFF RECOMMENDATION / SUGGESTED MOTION:
I move to approve the renewal of the Retail (on-off Sale) Malt Beverage & SD Farm Wine Licenses for the period of July 1, 2024 to June 30, 2025.

ATTACHMENT(S):
2024-25 Malt Beverage Renewals

RETAIL (ON-OFF SALE) MALT BEVERAGE & SD FARM WINE
LICENSE RENEWALS FOR PERIOD JULY 1, 2024 TO JUNE 30, 2025

1. 1906 LLC, 1906, 218 E Kemp Ave, The W20’ of the E110’ Lots 1-3, Block 11, Original Plat
2. Aldi, Aldi #111, 2822 8th Ave SE, Lot 4, Block 1 of East Park 2nd Addition
3. BMG Inc, Ringo’s, 520 10th St NW, N110’ of Lots 11-13, N110’ of E20’ of Lot 14, Blk 3, Davis Addn
4. Dolgen Midwest, LLC d/b/a Dollar General Stores #21569, 1010 4th St NE, Lot 1 Watertown Dollar General Addition
5. Dolgen Midwest, LLC d/b/a Dollar General Stores #21951, 3224 9th Ave SW, Lot 1A in Lot 1 in Block 1 of Isabella First Addition to the Municipality of Watertown, in the County of Codington, South Dakota

City Council

Agenda Item

Subject: Approval of a business license to Scenic Sign Corp as a Sign Installer ($250.00)

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
Applicant has paid licensing fees and has provided adequate proof of insurance/bonding.

FINANCIAL CONSIDERATIONS:
Applicant has paid licensing fees of $250 to the City of Watertown.

STAFF RECOMMENDATION / SUGGESTED MOTION:
I move to approve the business license to Scenic Sign Corp as a Sign Installer ($250.00).

ATTACHMENT(S):
Scenic Sign Corp

CITY OF
WATERTOWN
FINANCE DEPARTMENT

Sign Installer License Application

☒ New Application ☐ Renewal

Licensing Year: 2024

License Information:

Business Name (as it will appear on license)	Scenic Sign Corp
Applicant/Owner Name (as it will appear on license)	Scenic Sign Corp
Business Address	P.O. Box 881
City, State, Zip	St. Cloud, MN 56302
Phone Number	320-252-9400
Email Address	Lisa@scenicsign.com
Insurance Company Name (copy of certificate req'd)	Secura Ins
Insurance Expiration Date	11/1/24
Bond Company Name (copy of bond req'd)	Old Republic
Bond Expiration Date	5/6/25
License Fee (check made payable to City of Watertown)	License fee: $250.00 first year/$75.00 renewal

Lisa Bartlett
Applicant/Owner Signature

5-3-24
Date

TO BE COMPLETED BY CITY OF WATERTOWN

Fee Paid: $250.00 chk# 20528

Receipt Number: _____ Dated: _____

License or Permit Number: _____

City Council Approved On _____

_____
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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/03/2024

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	CONTACT NAME: Dena Grunhovd	
North Risk Partners P.O. Box 64016 St Paul MN 55164-0016	PHONE (A/C, No, Ext): (763) 536-8006	FAX (A/C, No):
	E-MAIL ADDRESS: dena.grunhovd@northriskpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Secura Insurance Co	22543
INSURED Scenic Sign Corporation 828 S 5th St Sauk Rapids MN 56379	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23/24 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Riggers Liability [X] Blkt Al GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CP3313515	11/01/2023	11/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			A3313516	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CU3313518	11/01/2023	11/01/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC3313517	11/01/2023	11/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equipment			CP3313515	11/01/2023	11/01/2024	Limit	26,000
							Deductible	500

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

CERTIFICATE HOLDER

City of Watertown
PO Box 910
Watertown SD 57201

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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OLD REPUBLIC SURETY COMPANY

(800) 217-1792

LICENSE AND PERMIT BOND

Bond Number B150046795

KNOW ALL PERSONS BY THESE PRESENTS, that we SCENIC SIGN CORP
828 S. 5TH STREET, SAUK RAPIDS, MN 56379,
as Principal, and Old Republic Surety Company organized under the laws of the state of Wisconsin, as Surety, are held and firmly bound unto City of Watertown South Dakota,
as Obligee in the sum of Ten Thousand Dollars $ 10,000.00,
lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the said Principal has applied to said Obligee for a license to or permit as a Sign Contractor.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligee against all loss which the Obligee may be subject by reason of said Principal's non-compliance caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then the above obligation shall be void, otherwise to be and remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days of notice in writing of its intentions to do so to said Obligee; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of termination; and the said Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by the said Obligee.

The term of this bond is for a period commencing May 6, 2024 and is continuous until cancelled.

Signed, sealed and dated the 6th day of May, 2024.

SCENIC SIGN CORP
Principal

By: _____

Old Republic Surety Company
Surety

By: _____
Attorney-in-Fact

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Anne Solomko of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows: Effective Date: 05/06/2024

Bond Number: B150046795 Bond Amount: Ten Thousand Dollars $ 10,000.00

Principal Name: SCENIC SIGN CORP

Obligee Name: City of Watertown, South Dakota

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6th day of May, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 6th day of May, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0402673

Signed and sealed at the City of Brookfield, WI this 6th day of May, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

NORTH RISK PARTNERS LLC

City Council

Agenda Item

Subject: Approval of a Business License to Dan's Excavating as a Pipe Layer ($250).

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
Applicant has paid licensing fees and has provided adequate proof of insurance/bonding.

FINANCIAL CONSIDERATIONS:
Applicant has submitted licensing fees of $250.

STAFF RECOMMENDATION / SUGGESTED MOTION:
I move to approve the Business License to Dan's Excavating as a Pipe Layer ($250).

ATTACHMENT(S):
Dan's Excavating

CITY OF
WATERTOWN
FINANCE DEPARTMENT

Pipe Layer Business License Application

☒ New Application ☐ Renewal

Licensing Year: 2024

License Information:

Business Name (as it will appear on license)	Dans Excavating
Applicant/Owner Name (as it will appear on license)	Dan Davis
Business Address	45853 182nd St.
City, State, Zip	Castlewood SD 57223
Phone Number	605-237 4035
Email Address	
Insurance Company Name (copy of certifice req'd)	Strait Insurance Agency
Insurance Expiration Date	5/1/25
Bond Company Name (copy of bond req'd)	Western Surety
Bond Expiration Date	5/1/25
License Fee (check made payable to City of Watertown)	License fee: $250.00 first year / $75.00 renewal

Dan Davis — Applicant/Owner Signature

April 30 - 24 — Date

TO BE COMPLETED BY CITY OF WATERTOWN

Fee Paid: _____

Receipt Number: _____ Dated: _____

License or Permit Number: _____

City Council Approved On _____

_____
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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/01/2024

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	CONTACT NAME: Doug Strait	
Strait Insurance Agency PO Box 110 Castlewood, SD 57223	PHONE (A/C, No, Ext): 605-793-2123	FAX (A/C, No): 605-793-2388
	E-MAIL ADDRESS: dougs@straitinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Scottsdale Insurance Company	
INSURED Dan Davis DBA Dan's Excavating 45853 182nd St Castlewood, SD 57223	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			CPS7988597	05/01/2024	05/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT 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

City of Watertown
PO Box 910
Watertown, SD 57201

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
Doug Strait

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WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Effective Date: May 1st, 2024

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 67047993

That we, Dan Davis

of Castlewood, State of South Dakota, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of South Dakota, as Surety, are held and firmly bound unto the City of Watertown, State of South Dakota, as Obligee, in the penal sum of Ten Thousand and 00/100 DOLLARS ($10,000.00), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed Sewer Contractor

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until May 1st, 2025, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 1st day of May, 2024.

Principal

Principal

WESTERN SURETY COMPANY

By Larry Kasten

Larry Kasten, Vice President

Form 532-8-2023

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 1st day of May, 2024, before me, the undersigned officer, personally appeared Larry Kasten, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

S. GREEN
NOTARY PUBLIC
SEAL SOUTH DAKOTA SEAL

S. Green
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____, known to me to be the individual ___ described in and who executed the foregoing instrument and acknowledged to me that ___he ___ executed the same.

My commission expires

_____, _____

_____
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires

_____, _____

_____
Notary Public

Western Surety Company

License or Permit No. _____

LICENSE AND PERMIT BOND

As _____

of _____

State of _____

Name of Applicant _____

Address _____

Filed _____, _____

Approved this _____

day of _____, _____

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 Sewer Contractor City of Watertown

bond with bond number 67047993

for Dan Davis
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 with the corporate seal affixed this 1st day of May, 2024.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 1st day of May, 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.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

My Commission Expires February 12, 2027

Notary Public

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

Form F9701

City Council

Agenda Item

Subject: Approval of a Business License to Wheelhouse Plumbing, Inc as a Gasfitting Contractor ($250) and Trevor Wheelhouse and Tyler Gabriel as a Gasfitter ($75/each).

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
The applicant has provided payment and adequate proof of insurance and bonding. Both gasfitter applicants have passed the gasfitter exam administered by Watertown Municipal Utilities.

FINANCIAL CONSIDERATIONS:
Applicant has paid $250 to the City of Watertown for the Gasfitting Contractor license and $75 per person for the Gasfitter licenses.

STAFF RECOMMENDATION / SUGGESTED MOTION:
That Council approves the Business License to Wheelhouse Plumbing, Inc as a Gasfitting Contractor ($250) and Trevor Wheelhouse and Tyler Gabriel as a Gasfitter ($75/each).

ATTACHMENT(S):
Wheelhouse Gasfitting Application

CITY OF WATERTOWN
FINANCE DEPARTMENT

Gasfitting Contractor & Gasfitter License Application

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

Licensing Year: 20___

Gasfitting Contractor License Information:

Business Name (as it will appear on license)	Wheelhouse Plumbing, Inc
Applicant/Owner Name (as it will appear on license)	Brett Wheelhouse
Business Address	1802 E. Dakota Ave
City, State, Zip	Pierre SD 57501
Phone Number	605-224-2489
Email Address	kari@wheelhouseplumbing.com
Insurance Company Name (copy of certificate req'd)	Acuity
Insurance Expiration Date	11/15/2025
Bond Company Name (copy of bond req'd)	Gusso Surety
Bond Expiration Date	04/24/25
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 Trever Wheelhouse	Signature of Gasfitter #1:
Gasfitter #2 - Full Name Tyler Gabriel	Signature of Gasfitter #2:
Gasfitter #3 - Full Name	Signature of Gasfitter #3:

Signature of Business Owner

4/25/2024
Date

TO BE COMPLETED BY CITY OF WATERTOWN

Fee Paid: _____	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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2024

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 Fischer, Rounds & Assoc. - Pierre PO Box 218 Pierre SD 57501-0218	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 605-224-9223 **FAX (A/C, No):** 605-224-5831 **E-MAIL ADDRESS:** Pierre@fischerrounds.com
INSURED WHEEPLU-02 Wheelhouse Plumbing Inc Brett Wheelhouse 2315 E Dakota Ave Pierre SD 57501	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Acuity — 14184 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 254072671 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			L97106	1/15/2024	1/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			L97106	1/15/2024	1/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			L97106	1/15/2024	1/15/2025	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		L97106	1/15/2024	1/15/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Builders Risk/Installation Floate			L97106	1/15/2024	1/15/2025	Limit	500,000

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

Certificate holder is listed as an additional insured

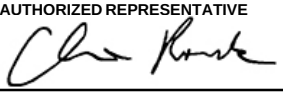
CERTIFICATE HOLDER

City of Watertown
Attn: Finance Department
PO Box 910
Watertown SD 57201

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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IMT INSURANCE

LICENSE AND PERMIT BOND

Bond No . SYA7420

Know All Men By These Presents:

That we, **Wheelhouse Plumbing, Inc.**, of the **City** of **Pierre**, State of **South Dakota**, as Principal, and the **IMT INSURANCE COMPANY**, a corporation duly licensed to do business in the State of **South Dakota**, as Surety, are held and firmly bound unto the **City** of **Watertown**, State of **South Dakota**,

(VALID ONLY WHEN A COUNTY, CITY, TOWN OR VILLAGE IS NAMED AS OBLIGEE)

Obligee in the penal sum of **Ten Thousand Dollars and 00/100----------**

($ **10,000.00**) **DOLLARS,** lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been licensed **Gasfitting Contractor**

by the said Obligee.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, appertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect from **April 24**, **2024**, until **April 24**, **2025**, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by regular mail, to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at the Political Subdivision named herein, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this **24th** day of **April**, **2024**.

Wheelhouse Plumbing, Inc.
Principal

Principal

IMT Insurance Company

By
Jason Gusso, Attorney-in-Fact

SY 01 02 (01/07)

STATE OF South Dakota

COUNTY OF Lincoln

I, Jennifer Rinehart Notary Public of Lincoln County, in the State of South Dakota, do hereby certify that Jason Gusso Attorney-in-Fact, of IMT Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered said instrument, for and on behalf of the IMT Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Sioux Falls, SD in said County, this 24th day of April A.D. 2024 .

JENNIFER RINEHART
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Notary Public Jennifer Rinehart

My Commission Expires: March 27, 2025

IMT INSURANCE

POWER OF ATTORNEY

SYA7420N

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jason Gusso, Travis Gusso, Nick Gusso, and Jeremy Miller

of **Sioux Falls** and State of **South Dakota** its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

****************Unlimited Amount****************

and to bind **IMT Insurance Company** thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of **IMT Insurance Company,** and all such acts of said Attomey-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of **IMT Insurance Company** on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this **24th** day of **April**, **2024**.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President

IMT INSURANCE COMPANY DES MOINS ORGANIZED 1893 SEAL IOWA

STATE OF IOWA
COUNTY OF DALLAS } ss:

On this **24th** day of **April**, **2024**, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
CAROL A SPAHN
Commission Number 836794
My Commission Expires
11/20/2025

Carol A Spahn

Notary Public, Dallas County, Iowa

CERTIFICATE

I, Greg Blythe, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on **24th** day of **April**, **2024**.

Greg Blythe

Greg Blythe, Secretary

IMT INSURANCE COMPANY DES MOINS ORGANIZED 1893 SEAL IOWA

SY 06 06 (07/23)

City Council

Agenda Item

Subject: Authorization for the Park and Recreation Department to apply for the 2024 South Dakota Department of Health West Nile Virus Prevention Grant and authorize the City Manager to sign all related documents to the grant including acceptance of the grant.

Meeting: City Council - May 20 2024

From: Dusty Rodiek, Director of Parks, Recreations & Forestry

BACKGROUND INFORMATION:

This state grant helps offset costs related to the City of Watertown's mosquito control program. The South Dakota Department of Health offers these grant dollars to assist communities in the prevention of the West Nile Virus.

FINANCIAL CONSIDERATIONS:

The last three years we received $8,915 (2021), $9,222 (2022), and $9,197 respectively. These funds do not require any funds from the City of Watertown to receive grant monies.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to authorize the Park and Recreation Department to apply for the 2024 South Dakota Department of Health West Nile Virus Prevention Grant and authorize the City Manager to sign all related documents, including the acceptance of the grant.

ATTACHMENT(S):

WestNileVirusGrant

SOUTH DAKOTA DEPARTMENT OF HEALTH
Every South Dakotan Healthy and Strong

For Immediate Release: May 1, 2024
Contact: Tia Kafka - DOHMedia@state.sd.us

Health Department Announces Grants Available for Local Mosquito Control

PIERRE, SD – The South Dakota Department of Health today announced that cities, counties, and tribes can apply, or reapply, to obtain state grant funding to help control mosquito populations and prevent the spread of West Nile Virus (WNV) in their local communities.

“The state worked together with local mosquito control programs to prevent WNV since it first emerged,” said Josh Clayton, state epidemiologist for the Department of Health. “These grants help prevent the mosquito that transmits WNV from flourishing.”

South Dakota’s first human case of WNV was reported in 2001. Since then, 2,843 cases have been identified, resulting in 53 deaths. Since WNV first emerged, the state has provided millions of dollars in support of local control programs and worked with local partners to best identify and respond to virus spread.

The grant amount available for 2024 is $500,000.

Individual grants will range from $500 to $20,000 and must be used exclusively for local mosquito control programs. Grant awards are based on the population of the applying jurisdiction and its number of human cases through the year 2023. To apply for the WNV Prevention grant, all eligible South Dakota city, county, and tribal officials should complete the online application.

All applications are due by June 1, 2024, and funding awards will be announced beginning July 1, 2024.

For questions regarding the application for this grant program or any other details, please email.

At the heart of the Department of Health’s mission is a simple goal: to protect and improve the health of all South Dakotans. The department is entrusted with the vital task of promoting wellness, preventing disease, and ensuring access to quality healthcare for all South Dakotans.

###

City Council

Agenda Item

Subject: Authorization for the Finance Officer to sign the engagement letter with Van Iwaarden Associates for Actuarial Services for 2024 and 2025.

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
NA

FINANCIAL CONSIDERATIONS:
NA

STAFF RECOMMENDATION / SUGGESTED MOTION:
Authorization for the Finance Officer to sign the engagement letter with Van Iwaarden Associates for Actuarial Services for 2024 and 2025.

ATTACHMENT(S):
FYE2024-2025 Engagement Letter_City of Watertown

VIA ACTUARIAL SOLUTIONS

April 24, 2024

Kristen Bobzien
Finance Officer
City of Watertown
PO Box 910
Watertown, SD 57201

Re: **Engagement Letter for GASB 75 Actuarial Services – City of Watertown**

Dear Kristen:

Thank you for this opportunity to provide GASB 75 Other Postemployment Benefit (OPEB) actuarial services to City of Watertown (the City). This letter documents the services we will provide for the City's retiree health plan and our fees for those services. This letter and attachments (collectively, the "Agreement") document the Scope of Services ("Services") that Northern Consulting Actuaries, Inc. d/b/a VIA Actuarial Solutions (hereafter, "VIA" or "we" or "our") will provide to the City of Watertown (hereafter "City" or "you" or "yours" or "Client") and the City of Watertown retiree healthcare plan (hereafter "Plan"). It also describes our fees, expenses, and the Terms and Conditions for those services.

After reviewing the enclosed Scope of Services and Terms and Conditions, please sign and date the Acknowledgement and Consent form. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties, or we can provide an updated engagement letter if you prefer.

Please feel free to contact us if you have any questions about the proposed actuarial engagement. We will commence work under this engagement upon receipt of a signed copy of this Agreement.

Thank you again for choosing VIA Actuarial Solutions to be your trusted actuarial consultant.

Sincerely,

Scott E. Striegel, FSA, EA, MAAA
Consulting Actuary

L/D/C/R: 3/dmk/ses

Scope of Services

The GASB 75 accounting rules require a "full" actuarial valuation every two years, while a simplified roll-forward report is required in the "off years". Our proposed scope and fees outlined below include both the "full" and roll-forward valuation reports.

Services Provided	Fixed Fee
FYE 2024 "full" GASB 75 actuarial valuation report	$7,900
FYE 2025 GASB 75 roll-forward valuation report	$2,200

Out-of-scope projects will be billed separately based on the time and expense needed to complete these projects. For calendar year 2024, our hourly rates are $150 to $250 for actuarial analysts and managers and $350 to $400 for consulting actuaries. We are glad to estimate fees for additional projects as requested. Out-of-scope projects may include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting, or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested, and
- accounting updates when the City's financials differ from the figures in our previous reports.

The annual fees and hourly rates stated in this engagement letter are subject to annual inflationary updates beginning in 2026 and each year thereafter. VIA will propose inflationary adjustments to the City before beginning work on the FYE 2026 valuation. The hourly rate schedule is updated automatically each calendar year.

The proposed fees assume no substantial changes to the plan census, assumptions, plan provisions, or funding arrangement. If any of these factors change significantly then we will provide a separate proposed fee.

Out-of-pocket expenses will be passed on to you without markup. Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived.

Terms and Conditions

COOPERATION AND WARRANTY REGARDING DOCUMENTS AND INFORMATION.

You understand that in order for us to provide the Services to you we will require your assistance and cooperation. You agree to provide us with all documents and information reasonably requested by us in order for us to perform the Services and you warrant that such documents and information are true and accurate to the best of your knowledge after due inquiry. We will not be liable for any inaccurate results of our Services due to our reliance upon incorrect or incomplete documents or information.

CONFIDENTIALITY. All data, records, and information concerning the Plan and the participants of the Plan provided by you or on your behalf to VIA in connection with this Agreement, other than information that is either in the public domain, obtained from third parties, or which is otherwise developed by VIA shall be considered "Confidential Client Information." VIA agrees to use reasonable efforts to protect all Confidential Client Information and has reasonable safeguards to protect against the disclosure or misuse of Confidential Client Information that is in VIA's care or custody. VIA will protect the Confidential Client Information with the same degree of care that it uses to protect and safeguard VIA's own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of the Confidential Client Information. In preserving the confidentiality of Client communications and information, it is important that we have your agreement on the methods we will use in communicating with you. Unless you tell us otherwise, you agree that it is appropriate to use mail and emails in the course of our providing the Services to you without encryption or other special measures. The exception is transmission of participant census data which must be transmitted using our secure data transfer site or similar method. Please let us know if you have special requests or requirements for the methods of communication or persons to be included in such communications.

RETENTION OF RECORDS. We will retain final copies of actuarial work products for seven years after completion of each project. Although we keep copies of the work we perform for you for seven years, these copies are solely for our files. The plan sponsor is responsible for keeping copies of all documents needed for the Plan's permanent records, including copies of the work we perform for you and the information we send to you.

INDEMNIFICATION. You agree as part of this engagement to indemnify and hold harmless VIA from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) arising from or in connection with the operation of the Plan or the rendering of plan-related services by the Client, the Plan Administrator, or any third party. This indemnification does not include claims, losses, damages, liabilities, costs, and expenses attributable solely to any gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

We agree as part of this Agreement to indemnify and hold harmless the Client and the Plan from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) (collectively "Claims") arising from or in connection with the operation of the Plan or the rendering of plan-related services by VIA, to the extent that such Claims are attributable solely to gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

Terms and Conditions *(continued)*

REPRESENTATIONS AND WARRANTIES. We represent and warranty that we (a) have the right, power and authority to enter into this Agreement and to fully perform all of our obligations hereunder; and (b) will use commercially reasonable efforts to provide all services required of us under the Agreement in accordance with prevailing industry standards. You represent and warranty that you have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

NO ASSIGNMENT OR DELEGATION. Neither VIA nor you may assign this Agreement in whole or in part, nor delegate any part or all of its duties, without the other's prior written consent.

SEVERABILITY. If any provision of this Agreement is held to be or is invalid or unenforceable, the validity and/or enforceability of the remaining portions shall not be impaired or affected in any way. A waiver of any provision of this Agreement does not likewise waive any other provision of this Agreement.

MODIFYING THIS ENGAGEMENT. The terms of this engagement between you and us represented by this Agreement shall not be subject to modification (except with regard to fees, as outlined above), except as agreed upon in writing by both you and us.

TERM AND TERMINATION. **This engagement letter is effective beginning January 1, 2024 and shall automatically renew on an annual basis unless terminated earlier by either party as described below.** Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties and described in a new Scope of Services, or we can provide an updated engagement letter if you prefer.

You have the right to terminate our services with 60 days prior written notice. Termination of our services will not relieve you of the obligation to pay for all accrued charges and expenses for work through the end of our engagement. We will have the same right of termination, subject to our obligation to give you 60 days prior written notice. If our billing statements are not timely paid, however, we will have the right to terminate our Services upon 5 days prior written notice following a default in the payment of our fees and expenses, upon the expiration of which notice period we will have the right to not provide any Services or advance any expenses until all amounts due are paid in full. Furthermore, if we are required to take action to collect our fees and expenses, you agree to pay all professional fees (including reasonable attorneys' fees) and expenses incurred by us in such collection action.

ENTIRE AGREEMENT. Our performance of the Services is subject to the terms of this letter, including our Terms and Conditions ("Terms and Conditions"). This letter, together with the Scope of Services and these Terms and Conditions, constitute the entire Agreement between VIA Actuarial Solutions and you and supersede all previous agreements between us whether written or oral. Should the scope of our Services change, you agree that we will either amend the Scope of Services or we will execute a new engagement letter incorporating such changes. We will not be required to provide Services not included in the Scope of Services agreed to in this letter.

Acknowledgement and Consent

The undersigned authorized representative of City of Watertown (the City) has read this letter from VIA Actuarial Solutions, understands its contents, and agrees on behalf of the City to the Scope of Services; fees and expenses; and Terms and Conditions set forth in the Agreement.

Date: _____, 2024 By _____

Title _____

City Council

Agenda Item

Subject: Approval of a Bid Award for the 2024 Pickleball Facility, Project No. 2408, to Timmons Construction Inc. in the amount of $526,280.02.

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
On May 7, 2024, five (5) bids were received for the 2024 Pickleball Facility, Project No. 2408. Timmons Construction Inc. of Brookings, SD had the lowest bid of $526,280.02, which was 10% higher than the Engineer's Estimate of $476,119.25.

The Pickleball Facility will be an eight (8) court complex located on the East side of the Prairie Lakes Wellness Center. It will include 8 courts, perimeter fencing, and a shade structure.

FINANCIAL CONSIDERATIONS:
The funding for this project has been budgeted in the Park & Recreation Capital Improvement Fund (CIP), account 212-45182-43951, in the amount of $450,000.00. With a total bid price of $526,280.02, the cost of project is proposed to be split evenly between the City and the Watertown Pickleball Association at $263,140.01 each.

Additional improvements to the project such as water service to the plaza area, connection to the sanitary drain line, and stubbing in of electrical lines may be contracted separately or change ordered at the City's expense.

OVERSIGHT / PROJECT RESPONSIBILITY:
Dusty Rodiek, P&R Director
Heath VonEye, ACM/PWD
Justin Petersen, City Engineer
Kraig Engen, Project Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:
Staff recommends approval of this bid award through the following motion:

I move to approve a Bid Award for the 2024 Pickleball Facility, Project No. 2408, to Timmons Construction Inc. in the amount of $526,280.02.

ATTACHMENT(S):

Vicinity Map

Bid Tabulation

Commitment Letter


VICINITY MAP
PROJECT AREA
Prairie Lakes Wellness Center
19TH STREET NE
11TH STREET NE
Mount Hope Cemetery
14TH AVENUE NE
18TH AVENUE NE
US HWY 81

Estimate of Quantities 2024 Pickleball Facility Project No. 2408 City of Watertown, South Dakota				City of Watertown 4/18/2024 Ph: 605-882-6202 Engineer Estimate		Timmons Construction Inc. 1306 Western Ave Brookings, SD 57006 Ph: 605-695-9829		LT Companies Inc. 27070 Duke Ave Tea, SD 57064 Ph: 605-368-2253	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL
1	Mobilization	Lump	Sum	$ 35,000.00	$ 35,000.00	$ 28,140.00	$ 28,140.00	$ 106,325.00	$ 106,325.00
2	Traffic Control, Miscellaneous	Lump	Sum	$ 2,000.00	$ 2,000.00	$ 2,625.00	$ 2,625.00	$ 1,000.00	$ 1,000.00
3	Install 4" Concrete Sidewalk	3,625	SF	$ 7.00	$ 25,375.00	$ 7.30	$ 26,462.50	$ 7.50	$ 27,187.50
4	Post-Tensioned Concrete Pavement	17,152	SF	$ 11.00	$ 188,672.00	$ 10.45	$ 179,238.40	$ 13.50	$ 231,552.00
5	Unclassified Excavation	1,905	CY	$ 4.50	$ 8,572.50	$ 16.50	$ 31,432.50	$ 5.50	$ 10,477.50
6	Woven Geotextile Fabric	1,906	SY	$ 4.00	$ 7,624.00	$ 5.50	$ 10,483.00	$ 3.00	$ 5,718.00
7	Non-Frost Susceptible Fill	2,573	Ton	$ 13.50	$ 34,735.50	$ 17.60	$ 45,284.80	$ 30.00	$ 77,190.00
8	Aggregate Base Course	533	Ton	$ 17.75	$ 9,460.75	$ 22.00	$ 11,726.00	$ 30.00	$ 15,990.00
9	Silt Fence	525	LF	$ 3.90	$ 2,047.50	$ 4.50	$ 2,362.50	$ 4.00	$ 2,100.00
10	Curb Inlet Protection	2	Each	$ 140.00	$ 280.00	$ 180.00	$ 360.00	$ 100.00	$ 200.00
11	Temporary Vehicle Tracking Control	1	Each	$ 220.00	$ 220.00	$ 2,310.00	$ 2,310.00	$ 200.00	$ 200.00
12	Temporary Concrete Washout	1	Each	$ 880.00	$ 880.00	$ 440.00	$ 440.00	$ 200.00	$ 200.00
13	Landscaping	Lump	Sum	$ 10,000.00	$ 10,000.00	$ 6,480.00	$ 6,480.00	$ 11,000.00	$ 11,000.00
14	4' Black Viynl Chain-link Fence	476	LF	$ 68.00	$ 32,368.00	$ 48.13	$ 22,909.88	$ 65.00	$ 30,940.00
15	8' Black Vinyl Chain-link Fence	748	LF	$ 43.00	$ 32,164.00	$ 67.38	$ 50,400.24	$ 65.00	$ 48,620.00
16	4'x4' Black Viynl Chain-link Gate	4	Each	$ 440.00	$ 1,760.00	$ 825.00	$ 3,300.00	$ 3,000.00	$ 12,000.00
17	4'x8' Black Viynl Chain-link Gate	4	Each	$ 610.00	$ 2,440.00	$ 1,303.50	$ 5,214.00	$ 3,000.00	$ 12,000.00
18	10'x16' Shade Structure	2	Each	$ 15,000.00	$ 30,000.00	$ 18,492.00	$ 36,984.00	$ 14,900.00	$ 29,800.00
19	Liquid Applied Acrylic Surfacing(2 Filler Layers, 2 Color Coats)	Lump	Sum	$ 32,600.00	$ 32,600.00	$ 39,044.40	$ 39,044.40	$ 43,000.00	$ 43,000.00
20	Court Markings and Striping	Lump	Sum	$ 5,200.00	$ 5,200.00	$ 2,880.00	$ 2,880.00	$ 4,500.00	$ 4,500.00
21	Netting System	8	Each	$ 1,840.00	$ 14,720.00	$ 2,275.35	$ 18,202.80	$ 1,500.00	$ 12,000.00
		ENGINEER ESTIMATE			**$ 476,119.25**	**Bid Total:**	**$ 526,280.02**	**Bid Total:**	**$ 682,000.00**

Estimate of Quantities 2024 Pickleball Facility Project No. 2408 City of Watertown, South Dakota				Schwartzle Construction 100 E Lipton St. Tea, SD 57064 Ph: 605-370-8348		Duininck Inc. 408 6th St. Prinsburg, MN 56281 Ph: 320-978-6011		Mammoth Sports Cons. 601 E Wyandotte St. Meriden, KS 66512 Ph: 605-380-0302	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL
1	Mobilization	Lump	Sum	$ 38,983.00	$ 38,983.00	$ 50,700.00	$ 50,700.00	$ 8,755.00	$ 8,755.00
2	Traffic Control, Miscellaneous	Lump	Sum	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 2,033.00	$ 2,033.00
3	Install 4" Concrete Sidewalk	3,625	SF	$ 7.00	$ 25,375.00	$ 7.90	$ 28,637.50	$ 12.09	$ 43,826.25
4	Post-Tensioned Concrete Pavement	17,152	SF	$ 16.00	$ 274,432.00	$ 12.90	$ 221,260.80	$ 23.34	$ 400,327.68
5	Unclassified Excavation	1,905	CY	$ 17.00	$ 32,385.00	$ 14.90	$ 28,384.50	$ 13.56	$ 25,831.80
6	Woven Geotextile Fabric	1,906	SY	$ 7.00	$ 13,342.00	$ 2.60	$ 4,955.60	$ 2.67	$ 5,089.02
7	Non-Frost Susceptible Fill	2,573	Ton	$ 43.00	$ 110,639.00	$ 30.90	$ 79,505.70	$ 27.85	$ 71,658.05
8	Aggregate Base Course	533	Ton	$ 25.00	$ 13,325.00	$ 32.80	$ 17,482.40	$ 27.31	$ 14,556.23
9	Silt Fence	525	LF	$ 6.00	$ 3,150.00	$ 8.90	$ 4,672.50	$ 4.64	$ 2,436.00
10	Curb Inlet Protection	2	Each	$ 120.00	$ 240.00	$ 200.00	$ 400.00	$ 581.00	$ 1,162.00
11	Temporary Vehicle Tracking Control	1	Each	$ 3,000.00	$ 3,000.00	$ 2,050.00	$ 2,050.00	$ 13,945.00	$ 13,945.00
12	Temporary Concrete Washout	1	Each	$ 1,500.00	$ 1,500.00	$ 4,150.00	$ 4,150.00	$ 1,045.00	$ 1,045.00
13	Landscaping	Lump	Sum	$ 5,000.00	$ 5,000.00	$ 10,900.00	$ 10,900.00	$ 25,872.00	$ 25,872.00
14	4' Black Viynl Chain-link Fence	476	LF	$ 53.00	$ 25,228.00	$ 63.60	$ 30,273.60	$ 69.42	$ 33,043.92
15	8' Black Vinyl Chain-link Fence	748	LF	$ 67.00	$ 50,116.00	$ 145.00	$ 108,460.00	$ 100.75	$ 75,361.00
16	4'x4' Black Viynl Chain-link Gate	4	Each	$ 1,200.00	$ 4,800.00	$ 2,100.00	$ 8,400.00	$ 1,262.00	$ 5,048.00
17	4'x8' Black Viynl Chain-link Gate	4	Each	$ 1,800.00	$ 7,200.00	$ 2,700.00	$ 10,800.00	$ 1,262.00	$ 5,048.00
18	10'x16' Shade Structure	2	Each	$ 25,000.00	$ 50,000.00	$ 20,100.00	$ 40,200.00	$ 18,082.00	$ 36,164.00
19	Liquid Applied Acrylic Surfacing(2 Filler Layers, 2 Color Coats)	Lump	Sum	$ 38,000.00	$ 38,000.00	$ 63,200.00	$ 63,200.00	$ 44,174.00	$ 44,174.00
20	Court Markings and Striping	Lump	Sum	$ 4,000.00	$ 4,000.00	$ 8,450.40	$ 8,450.40	$ 10,097.00	$ 10,097.00
21	Netting System	8	Each	$ 1,500.00	$ 12,000.00	$ 4,950.00	$ 39,600.00	$ 1,262.00	$ 10,096.00
				Bid Total:	**$ 714,215.00**	**Bid Total:**	**$ 764,483.00**	**Bid Total:**	**$ 835,568.95**

1623 Hillcrest Dr. NE
Watertown, South Dakota 57201
Telephone: (605) 520-0949

May 15, 2024

City of Watertown
Watertown, SD 57201

Re: Pickleball Court Project Commitment

The City of Watertown has received a low bid of $526,280.02 from Timmons Construction for construction of the proposed eight-court pickleball complex that they are going to accept.

The City of Watertown is proposing to contribute $263,140.01 for the project and is asking Watertown Pickleball Association to match that $263,140.01 and have asked for a letter of commitment from WPA before the bid can be accepted.

We also have concerns whether the bid does include wind screens that will be essential for the project.

Originally, the City of Watertown had committed $450,000 for this project. We are asking the City to commit the balance of the funds ($450,000 less $261,140.01) $186,859.99 to additional improvements on the pickleball complex, including outdoor water service & fountain, connection to sanitary drain line and electricity to the courts and lighting for a minimum 2-4 courts and possible bathroom facilities.

Since Watertown Pickleball Association is contributing 50 percent of the base cost, we would like naming rights to the complex subject to City Approval.

Watertown Pickleball has another $100,000 pledged to this project over the next 4 years that will be used for sponsorship plaques and signage and other projects to make this a premier complex.

Attached are copies of two Certificates of Deposit totaling $248,802+ showing we have most of the funds in hand and will have the balance of $263,140.01 by completion of the project.

Agreed to this 15th day of May 2024

Watertown Pickleball Association

_____
Jolette Kosier, President

City of Watertown

_____
Amanda Mack, City Manager

City Council

Agenda Item

Subject: Approval of a Bid Award for the 2024 Park & Recreation Fence Improvements, Project No. 2409-B, to LT Companies Inc. in the amount of $155,984.40.

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
On May 7, 2024, four (4) bids were received for the 2024 Park & Recreation Fence Improvements, Project No. 2409-B. LT Companies Inc. of Tea, SD had the second lowest bid of $155,984.40. We recommend approving the second low bidder due to improper bidding by the lowest bidder.

Empire Netting and Fence of Waverly, NE, had the lowest bid of $138,760.00. However, because Empire failed to use the City of Watertown's Bid Form and itemized bid items with unit pricing, we recommend not accepting their bid. Without providing unit pricing for each bid item, it becomes difficult to add or reduce quantities.

This project is needed to repair fencing at Koch Complex and Foundation Fields. These fields have been overdue to upgrade the fencing for safety.

FINANCIAL CONSIDERATIONS:
The funding for this project has been budgeted in the Park & Recreation Capital Improvement Fund, Sports Field Fences account 212-45182-43950 , in the amount of $120,000.00 and the Koch Complex Improvements account 212-45182-43924, in the amount of $70,000.00.

The remaining funds would remain in the Koch Complex Improvements account 212-45182-43924, in the amount of $34,015.60 for infield grading on fields 5-7.

OVERSIGHT / PROJECT RESPONSIBILITY:
Heath VonEye, ACM/PWD
Justin Petersen, City Engineer
Dusty Rodiek, P&R Director
Kraig Engen, Project Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:
Staff recommends approval of this Bid Award through the following motion:

I move to approve a Bid Award for the 2024 Park & Recreation Fence Improvements, Project No. 2409-B, to LT Companies Inc. in the amount of $155,984.40.

ATTACHMENT(S):

Vicinity Map

Bid Tabulation


VICINITY MAP
N
US HWY 20
W KEMP AVENUE
3RD AVENUE NW
4TH AVENUE SW
21ST STREET NW
Foundation Fields
Koch Complex
Koch Complex
SITE 1
SITE 2
SITE 3

Estimate of Quantities 2024 Park & Rec Improvements-Fence Project Project No. 2409-B City of Watertown, South Dakota				***Empire Netting & Fence** PO Box 553 Waverly, NE 68462 Ph: 402-682-7658		**LT Companies Inc.** 27070 Duke Ave Tea, SD 57064 Ph: 605-368-2253		**Century Fence Company** 14839 Lake Dr. NE Forest Lake, MN 55025 Ph: 651-464-7373		**American Fence** 47061 Charlotte Court Sioux Falls, SD 57108 Ph: 605-368-9929	
ITEM NO.	**ITEM DESCRIPTION**	**ESTIMATED QUANTITY**		**ITEM PRICE**	**ITEM TOTAL**	**ITEM PRICE**	**ITEM TOTAL**	**ITEM PRICE**	**ITEM TOTAL**	**ITEM PRICE**	**ITEM TOTAL**
1	Mobilization	3.0	Per Site	$ -	$ -	$ 11,100.00	$ 33,300.00	$ 11,100.00	$ 33,300.00	$ 300.00	$ 900.00
2	Remove 4' Chain-link Mesh & Posts	606	LF	$ -	$ -	$ 3.96	$ 2,399.76	$ 6.44	$ 3,902.64	$ 12.10	$ 7,332.60
3	Remove 10' Chain-link Mesh & Posts	92	LF	$ -	$ -	$ 7.00	$ 644.00	$ 13.92	$ 1,280.64	$ 12.10	$ 1,113.20
4	Remove 6' Chain-link Mesh	635	LF	$ -	$ -	$ 2.00	$ 1,270.00	$ 9.42	$ 5,981.70	$ 3.80	$ 2,413.00
5	Remove 7' Chain-link Mesh	50	LF	$ -	$ -	$ 2.00	$ 100.00	$ 6.32	$ 316.00	$ 3.80	$ 190.00
6	Remove 10' Chain-link Mesh	646	LF	$ -	$ -	$ 2.25	$ 1,453.50	$ 11.04	$ 7,131.84	$ 11.44	$ 7,390.24
7	Remove 12' Chain-link Mesh	264	LF	$ -	$ -	$ 2.50	$ 660.00	$ 8.37	$ 2,209.68	$ 11.44	$ 3,020.16
8	Remove 20' Chain-link Mesh	660	LF	$ -	$ -	$ 4.00	$ 2,640.00	$ 13.45	$ 8,877.00	$ 26.57	$ 17,536.20
9	Remove 4' Chain-link Gate	10	LF	$ -	$ -	$ 5.00	$ 50.00	$ 64.00	$ 640.00	$ 30.00	$ 300.00
10	Furnish & Install 10' Chain-link Mesh & Post	646	LF	$ -	$ -	$ 36.40	$ 23,514.40	$ 56.04	$ 36,201.84	$ 70.58	$ 45,594.68
11	Furnish & Install 6' Chain-link Mesh	683	LF	$ -	$ -	$ 11.50	$ 7,854.50	$ 15.72	$ 10,736.76	$ 12.04	$ 8,223.32
12	Furnish & Install 7' Chain-link Mesh	50	LF	$ -	$ -	$ 12.24	$ 612.00	$ 6.40	$ 320.00	$ 14.00	$ 700.00
13	Furnish & Install 10' Chain-link Mesh	606	LF	$ -	$ -	$ 17.04	$ 10,326.24	$ 25.42	$ 15,404.52	$ 25.00	$ 15,150.00
14	Furnish & Install 12' Chain-link Mesh	264	LF	$ -	$ -	$ 20.45	$ 5,398.80	$ 31.20	$ 8,236.80	$ 27.00	$ 7,128.00
15	Furnish & Install 20' Chain-link Mesh	660	LF	$ -	$ -	$ 81.82	$ 54,001.20	$ 72.29	$ 47,711.40	$ 116.00	$ 76,560.00
16	Furnish & Install 10' Chain-link Gate	50	LF	$ -	$ -	$ 90.00	$ 4,500.00	$ 258.00	$ 12,900.00	$ 140.00	$ 7,000.00
17	Repair Damaged Post	30	LF	$ -	$ -	$ 70.00	$ 2,100.00	$ 73.08	$ 2,192.40	$ 100.00	$ 3,000.00
18	Reset Existing Fence	516	LF	$ -	$ -	$ 10.00	$ 5,160.00	$ 13.16	$ 6,790.56	$ 24.00	$ 12,384.00
				Bid Total:	**$ *138,760.00**	**Bid Total:**	**$ 155,984.40**	**Bid Total:**	**$ 204,133.78**	**Bid Total:**	**$ 215,935.40**

***Bid not accepted due to improper bid form and no itemized pricing.**

City Council

Agenda Item

Subject: Approval of Agreement for Transportation Alternatives Funding with the South Dakota Department of Transportation for the Lake Kampeska Bike Trail-Segment 2, Project No. 2421.

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

In October 2023, the City applied for a Transportation Alternative Funding Grant for Lake Kampeska Bike Trail-Segment 2 which will complete the bike trail around Lake Kampeska. The South Dakota Department of Transportation has approved this grant at an 80% State and 20% City cost share. The Lake Kampeska Bike Trail-Segment 2 has an anticipated construction date of the summer of 2026. The remaining portion of Segment 2A within Sandy Shores State Park will be completed by the South Dakota Game Fish & Parks.

The hope is that these two projects will be completed during the summer of 2026 to complete the bike trail around Lake Kampeska.

FINANCIAL CONSIDERATIONS:

The funding for this project will be a cost share of 80% funded by the SD DOT and 20% funded by the City of Watertown. The estimated cost for this project is $520,000.00, with SD DOT share of $416,000.00 and the City share of $104,000.00. Funding for this project would be budgeted to cover the estimated design engineering, construction, construction engineering, environmental mitigation and non-infrastructure costs.

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, ACM/PWD
Justin Petersen, City Engineer
Dusty Rodiek, P&R Director
Kraig Engen, Project Manager

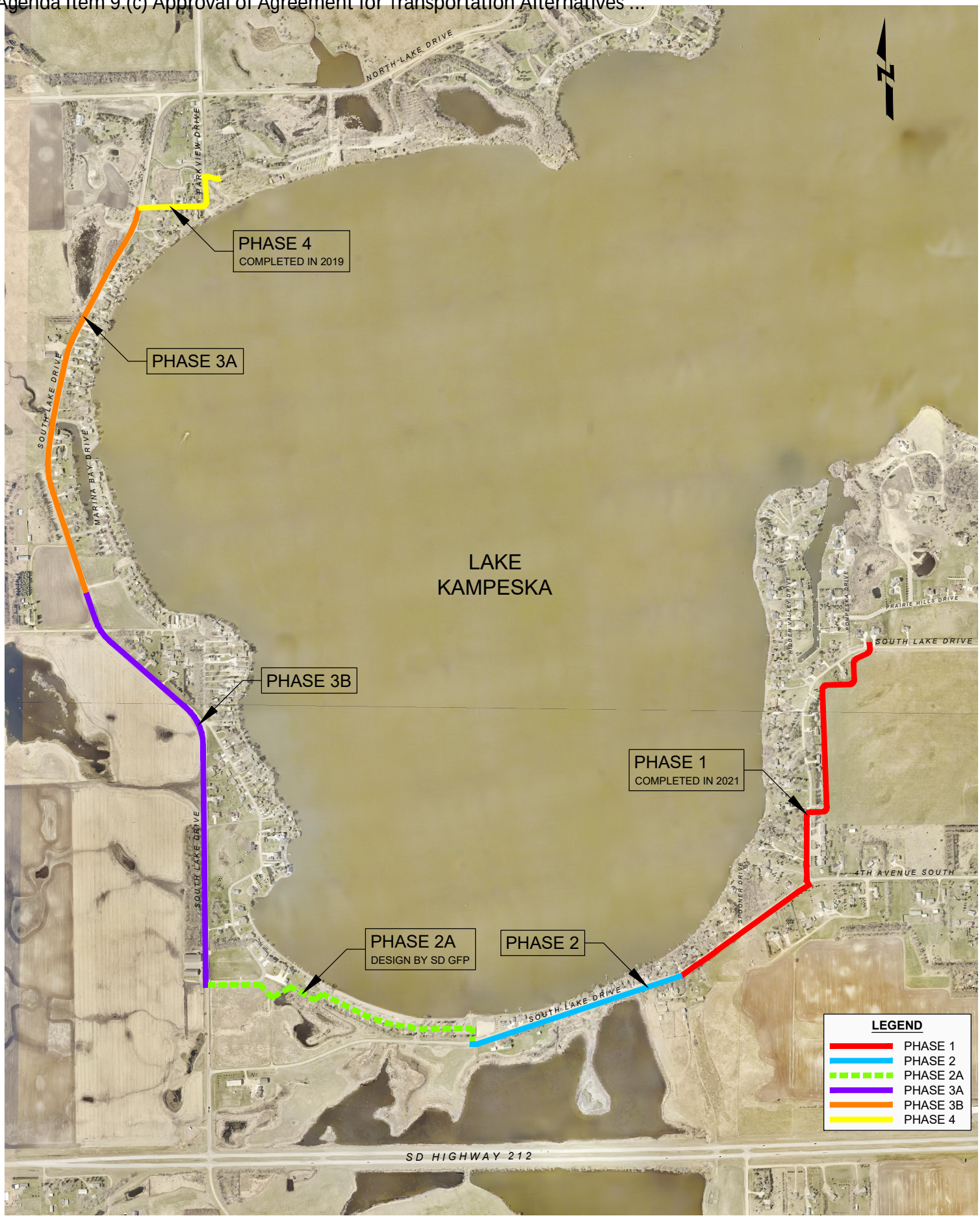
STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of this agreement through the following motion:

I move to approve a Agreement for Transportation Alternatives Funding with the South Dakota Department of Transportation for the Lake Kampeska Bike Trail-Segment 2, Project No. 2421.

ATTACHMENT(S):

Vicintiy Map
Agreement
Cost Estimate



infrastructure design group, inc.

LAKE KAMPESKA TRAIL
PHASING MAP
WATERTOWN, SOUTH DAKOTA

SHEET NO. 1

Lake Kampeska

Sandy Shores

S Lake Dr

SD HWY 212

0+00 1+00 2+00 3+00 4+00 5+00 6+00 7+00 8+00 9+00 10+00 11+00 12+00 13+00 14+00 15+00 16+00 17+00 18+00 19+00 20+00 21+00 22+00 23+00 24+00 25+00 26+00 27+00 28+00 28+40

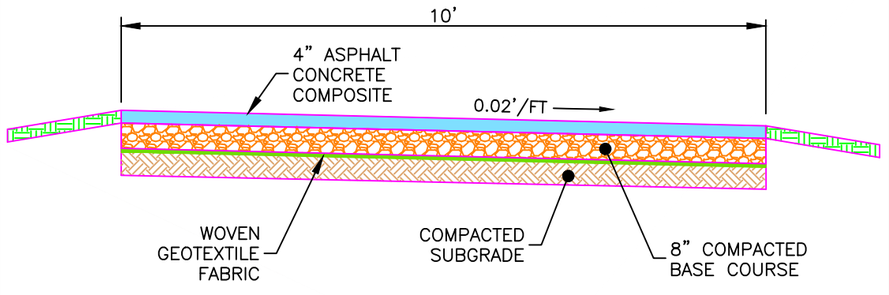
324'

Match into Phase 1 Bike Trail

24" CMP Pipe-24 LF
24" CMP Flared End-1 EA

N

TYPICAL BIKE TRAIL SECTION



4" ASPHALT - 8" BASE COURSE
Sta. 0+00 - 28+40

DOT-980A_T
(08/2023)

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS AGREEMENT
FOR TRANSPORTATION ALTERNATIVES FUNDING

This agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Watertown, South Dakota, referred to in this Agreement as the "CITY."

1. JOINT POWERS

A. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the STATE and the CITY. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used.

B. Any CITY or STATE employee engaged in joint action under this Agreement will remain an employee of his agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to any responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:

2. TERM

This Agreement will commence upon last date of signature and will end PERPETUAL, unless terminated earlier pursuant to the terms of this Agreement.

3. PROJECT APPROVAL AND FUNDING AWARD:

A. **Application.** The CITY has submitted an application to sponsor a Transportation Alternatives (TA) project designated project number PTAPU(45) PCN 09QK in the city of Watertown, South Dakota, referred to in this Agreement as the "PROJECT." The total estimated cost of design engineering, construction, construction engineering, and any environmental mitigation and non-infrastructure work for the PROJECT (the "Application Estimate") is Five Hundred Twenty Thousand Dollars ($520,000), as shown in **Exhibit A**, attached to and incorporated in this Agreement. The location of the PROJECT is shown on the map which is also included in **Exhibit A**.

B. **Federal Funding Award.** The STATE has accepted the application and has determined the PROJECT is eligible for funding under the federal program. Subject to Federal Highway Administration ("FHWA") approval and unless modified pursuant to Section IV.E. of this Agreement, the amount of federal TA funding awarded for the PROJECT is a maximum limiting amount of Four Hundred Sixteen Thousand Dollars ($416,000.00) representing Eighty percent (80%) of the estimated design engineering, construction, construction engineering, environmental mitigation and non-infrastructure costs, as shown in **Exhibit A**.

C. **CITY Funding.** The CITY will be responsible for all PROJECT costs that are not covered by the federal TA funding issued under this Agreement. The STATE will bill the CITY for its Twenty percent (20%) share on all federal TA funding payments, 100% of all costs paid by the STATE that exceed the funding limits of this Agreement, and any PROJECT costs the STATE deems ineligible

for federal funds. Within thirty days of receipt of billings from the STATE, the CITY will reimburse the STATE for all billed costs. Neither the STATE nor FHWA will be responsible for any PROJECT costs incurred by the CITY prior to the date of the STATE's written Notice to Proceed; the CITY will be responsible for paying all such costs.

4. DESIGN

A. **FHWA Authorization for Design.** The STATE will use best efforts to obtain FHWA authorization for design engineering of the PROJECT. If FHWA design authorization is received, then the STATE will issue a Notice to Proceed letter for the design of the PROJECT. If FHWA authorization is not received, then federal TA funds will not be expended for design of the PROJECT.

B. **Consultant Services.** After receipt of the Notice to Proceed letter, the CITY will select a consulting firm to design the PROJECT and complete any environmental mitigation. The consultant must be on the STATE's consultant retainer list for the road design category of work. The STATE will develop the scope of services for the PROJECT design and any environmental mitigation and will issue the work order for the consulting firm selected by the CITY. The STATE will be the contracting party for the consultant's services and will make all progress payments owed to the consultant for the design and environmental mitigation for the PROJECT.

C. **Plans and Specifications Review.** The STATE will provide technical assistance for the PROJECT and will review the plans and specifications prepared by the consultant. To ensure the design of the PROJECT meets the CITY'S needs, the STATE will obtain the CITY'S concurrence to the design of the PROJECT prior to the STATE'S approval of the PROJECT plans and specifications. The STATE will seek and obtain the CITY'S concurrence to any subsequent changes in the PROJECT design.

5. BID-LETTING

A. **Estimate Based on Plans.** After the STATE'S approval of the PROJECT plans and specifications, the STATE will prepare an estimate of the total cost of design engineering, construction, construction engineering, environmental mitigations and non-infrastructure costs for the PROJECT (the "**Engineer's Estimate"**).

i. If the Engineer's Estimate is more than the Application Estimate, the STATE will not pursue FHWA authorization for construction of the PROJECT until either: a) the construction plans and other PROJECT work is changed so the revised Engineer's Estimate is equal to or less than the Application Estimate; or b) the CITY agrees in writing to pay one hundred percent (100%) of all PROJECT costs incurred in excess of the Application Estimate.

ii. If the Engineer's Estimate does not exceed the Application Estimate, the STATE will pursue FHWA authorization for construction of the PROJECT.

B. **FHWA Authorization for Construction.** If FHWA authorization for the PROJECT is not received, then federal TA funds will not be expended for construction of the PROJECT. If FHWA authorization for construction of the PROJECT is received, then the STATE will proceed with advertisement and letting of the construction contract for the PROJECT.

C. **Right-of Way and Utility Adjustments.** The CITY will arrange for all needed right-of-way and utility adjustments and certify that all necessary right-of-way and utility adjustments or agreements are in place prior to the STATE'S advertisement and letting of the PROJECT. The CITY may dispose of any real property no longer needed for the PROJECT in accordance with South Dakota law.

D. **Letting and Contract Award.** The STATE will advertise and let the contract for construction of the PROJECT.

E. **Funding Modification Based on As-Bid Costs.** If the lowest responsible and responsive bid for construction of the PROJECT ("As-Bid Costs") exceeds the amount estimated for construction costs in the Engineer's Estimate, then Eighty percent (80%) of the As-Bid Costs actually incurred in excess of that construction estimate will be eligible for TA funding if the CITY agrees, in writing, to pay the remaining Twenty percent (20%) share and the Transportation Commission awards a contract for the PROJECT.

6. CONSTRUCTION

A. **Contract Award and Execution.** The STATE will award and be the contracting party for the construction of the PROJECT. The STATE will make all progress payments for the construction of the PROJECT directly to contractors, suppliers, and vendors.

B. **Construction Engineering.** After execution of the construction contract by the STATE, the STATE will provide construction engineering for the PROJECT using either STATE forces or a consultant. Construction engineering, whether performed by STATE forces or a consultant, will be included as a cost eligible for federal TA funding. The CITY will reimburse the STATE for the CITY's share of these costs. As part of its construction engineering, the STATE will make all eligible progress payments to the construction contractor, vendors, and any consultant providing construction engineering.

C. **Non-infrastructure Items of Work.** If the CITY has identified non-infrastructure items of work in the attached **Exhibit A**, the CITY will complete these items of work by December 31, 2026. The CITY will submit invoices to the STATE not more often than monthly or less often than quarterly, for One Hundred percent (100%) of eligible incurred non-infrastructure costs. The CITY will not submit invoices totaling less than One Hundred Dollars ($100.00) unless the invoice represents the last payment for non-infrastructure items of work. The CITY must submit proper documentation with each invoice for the STATE'S review and approval. The STATE will promptly reimburse the CITY for approved non-infrastructure costs, but in no event will STATE'S reimbursement exceed Eighty percent (80%) of the total eligible non-infrastructure costs incurred by the CITY.

7. PROJECT MAINTENANCE

A. The CITY will perform all management, operation, and maintenance of the PROJECT once the PROJECT is completed. The required maintenance will include, but not be limited to:

i. Debris and litter removal;
ii. Maintenance and replacement of sidewalks, curb ramps, and detectable warnings, in accordance with the Americans with Disabilities Act;
iii. Maintenance, repair, and replacement of the PROJECT;
iv. Snow and ice removal and any necessary hauling of snow that has been removed, all in accordance with the CITY'S policy and practices;
v. Sweeping;
vi. Mowing where undesirable or noxious vegetation exists; and
vii. Any repair or maintenance of the STATE'S right-of-way related to or necessitated by the installation, repair, and maintenance of the PROJECT.

B. The CITY will make no operational adjustments to the PROJECT without prior written approval from the STATE and FHWA.

8. AMENDMENTS

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

9. NOTICES

Any notice or other communication required under this Agreement will be in writing and sent to the STATE at 700 East Broadway, Pierre, SD 57501-2586. Notices will be given by and to Transportation Alternatives Engineer, Office of PROJECT Development on behalf of the STATE, and by and to Ried Holien, Mayor, on behalf of the CITY, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, or, if personally delivered, when received by such party; provided, however, that notice of default or termination will be sent by registered or certified mail.

10. TERMINATION AND REVOCATION

A. The STATE may terminate this Agreement at any time with or without cause and with or without notice. If the STATE terminates this Agreement for a default by the CITY, the CITY will reimburse the STATE for all federal TA funds expended for the PROJECT.

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

C. This Agreement depends upon the continued availability of federally appropriated funds and expenditure authority from Congress for the Transportation Alternative Program. If for any reason Congress fails to appropriate Transportation Alternative Program funds or grant expenditure authority, or Transportation Alternative Program funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

D. The STATE may, at any time, revoke this Agreement and notify the CITY that the CITY must remove or permit the removal of the PROJECT from the STATE'S right-of-way, if any, by a date certain. Removal of the PROJECT will consist of removing the sidewalk and back-filling the disturbed area to maintain or restore adequate stability. If revocation of this Agreement is due to a proposed change in the highway, the STATE will give the CITY at least ninety (90) days' written notice of the need to remove the PROJECT from the STATE'S right-of-way. Upon notification from the STATE that the PROJECT must be removed, the CITY will, at the CITY'S sole cost and expense, remove the PROJECT from the STATE'S right-of-way no later than the date designated by the STATE. The CITY will not be entitled to any compensation of any kind for removal of the PROJECT from the STATE'S right-of-way. If the CITY does not remove the PROJECT by the designated deadline, the STATE may remove and dispose of the PROJECT. The parties agree that removal of the PROJECT from the STATE'S right-of-way may entail removal of those portions of the PROJECT which do not occupy the STATE'S right-of-way.

11. SUBCONTRACTING

The CITY may not assign, sublet, or transfer this Agreement or any interest in this Agreement without the STATE'S written permission to do so.

12. RECORDS RETENTION AND AUDIT

A. All PROJECT charges will be subject to audit in accordance with the STATE'S current procedures and U.S. Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200. The CFDA Number for these funds is 20.205. Allowable costs will be determined in accordance with 2 CFR Part 200.

B. The CITY will maintain accurate cost accounting systems for all costs incurred under this Agreement and clearly identified with activities performed under this Agreement.

C. Upon reasonable notice, the CITY will allow the STATE, through any authorized representative to have access to and the right to examine and copy all records, books, papers, or documents related

to services rendered under this Agreement. The CITY will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.

D. If the CITY expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds during any CITY fiscal year covered, in whole or in part, under this Agreement, then the CITY will be subject to the single agency audit requirements of the US Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200. If the CITY expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) during any CITY fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the eligibility of services or costs and adherence to Agreement provisions.

13. INDEMNIFICATION AND RISK OF LOSS

A. The CITY will be solely responsible for any damages to the PROJECT during and after construction, including, but not limited to, damages as a result of traffic accident impact and vandalism. The CITY will hold the STATE, its employees, officers, agents, and contractors, harmless for any damage to the PROJECT, including any portion of the PROJECT which does not occupy the right-of-way, and for any damage to the CITY'S property. The CITY will assume all risk of loss or damage to the PROJECT, inclusive of free or unused materials, supplies, and equipment, however caused, resulting directly or indirectly, by reasons of the construction, repair, replacement, maintenance, removal, or use of the PROJECT, and releases the STATE from any and all liability on account of such loss or damage, whether or not the negligence of the STATE contributed to this loss or damage in whole or in part.

B. The CITY will indemnify and defend the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of any act or omission of the CITY or the CITY'S officers, agents, or employee. The CITY is not required to be responsible for nor to defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.

C. The CITY will limit the use of the PROJECT to use by the general public, and for no other purpose.

14. LOBBYING

A. The CITY certifies, to the best of the CITY'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative Agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the CITY will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The CITY will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

15. NONDISCRIMINATION

A. The CITY will be bound by **Exhibit B**, entitled, "Standard Title VI/Nondiscrimination Assurances Appendix A & E," attached to and made a part of this Agreement by reference.

B. The CITY will provide services in compliance with the Americans with Disabilities Act of 2016 and any amendments.

16. CONFLICT OF INTEREST

The CITY warrants that the CITY has not employed or retained any company or person, other than a bona fide employee working solely for the CITY, to solicit or secure this Agreement, and that the CITY has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CITY, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the STATE will have the right to terminate this Agreement without liability, or, in the CITY'S discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. REPORTING

A. The CITY will report to the 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 the CITY, the STATE, or the STATE'S officers, agents, or employees to liability. The CITY will report any such event to the STATE immediately upon discovery.

B. The CITY'S obligation under this section will only be to report the occurrence of any event to the STATE and to make any other report provided for by their duty or applicable law. The CITY'S obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the STATE under this section will not excuse or satisfy any obligation of the CITY to report any event to law enforcement or other entities under the requirements of any applicable law.

18. COMPLIANCE PROVISION

The CITY will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CITY will procure all licenses, permits, or other rights necessary for the fulfillment of their obligations under this Agreement. The CITY'S noncompliance with these requirements will be cause for the STATE to withhold participation and reimbursement.

19. CONTROLLING LAW PROVISION

A. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. The venue for any lawsuit pertaining to or affecting this Agreement will be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

B. Any dispute between the parties concerning this Agreement will be referred to the Secretary of the South Dakota Department of Transportation or duly authorized representative for determination, whose decision in the matter will be final and conclusive on the parties to this Agreement.

20. DISBARMENT

The CITY certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

21. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

22. 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 in this Agreement, this Agreement constitutes the entire Agreement with respect to the subject matter.

23. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The CITY (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, the CITY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

24. SIGNATURE AUTHORITY

The CITY has designated its City Manager as the CITY'S authorized representative and has empowered the City Manager with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the CITY'S authorized representative is attached to this Agreement as **Exhibit C.**

The CITY and the STATE, by signing this Agreement, evidence authority to enter into this Agreement through formal action of their governing bodies.

City of Watertown, South Dakota

By: _____

Printed Name: _____

Its: City Manager

Date: _____

Attest:

By: _____

Printed Name: _____

City Auditor/Clerk

(City Seal)

State of South Dakota
Department of Transportation

By: _____

Printed Name: Joel M. Jundt

Its: Department Secretary

Date: _____

DOT-980A_T
(08/2023)

Exhibit A

Project Number PTAPU(45)

PCN 09QK

Application Estimate of Costs

Preliminary Engineering Estimate	$125,000.00
Environmental Mitigation	$35,000.00
Construction Estimate	$300,000.00
Construction Engineering Estimate	$60,000.00
Non-Infrastructure (if applicable)	$0.00
Total Cost	$520,000.00

Federal Share	$416,000.00	Percent of Total Application Estimate	80%
Local Share	$104,000.00	Percent of Total Application Estimate	20%

City Council

Agenda Item

Subject: Approval of a Professional Services Agreement for Environmental Review, Survey, and Design services associated with the Private Hangar Area, Project No. AIP 3-46-0058-04-202, with Helms and Associates Corporation, in the amount of $49,300.21.

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The Watertown Regional Airport (ATY) has been approached by a number of individuals looking to build private hangars at ATY. Currently, no private hangar space is available with taxiway, water, and sewer that can readily serve these structures as necessary and desired. This sparked interest has triggered the City to add this Private Hangar Expansion Project to the Airport Layout Plan through a "pen and ink" change to the ALP with the FAA, as required to allow the improvements to commence with eligibility for funding. Also in motion, City staff are pursuing a setback variance on the north end of the proposed expansion area. This is necessary due to the excessively wide (80') ROW of Lear Ave that would otherwise prevent the hangar structures from being built to the desired/required dimensions.

Any subsequent construction bidding and work would be coordinated this fall or spring of '25 in coordination with the FAA funding eligibilities and the City's CIP funding, also at a 90/5/5 cost share between the FAA/State/City, respectively. Those contracts will require further action by the Airport Board and City Council at the appropriate time in the future.

The agreement with Helms and Associates would include the environmental review, survey (site and utility), and design for three (3) hangar taxi lane extensions, grading, utility and fencing relocation as necessary, or other ancillary civil improvements. Generally, this project would include grading, paving, fencing, topsoiling, seeding, and pavement markings.

FINANCIAL CONSIDERATIONS:

The funding for this project would come from Consultant Services budgeted in the 2024 Airport Fund, account 606-43500-42203. The costs for these services would be eligible for partial reimbursement (90%) by the FAA and would be applied for through the Airport Improvement Plan (AIP) funding eligibilities. The cost associated with this Professional Services Agreement is $49,300.21.

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, ACM/PWD

Justin Petersen, City Engineer

STAFF RECOMMENDATION / SUGGESTED MOTION:

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

I move to approve a Professional Services Agreement for Environmental Review, Survey, and Design services associated with the Private Hangar Area, Project No. AIP 3-46-0058-04-202, with Helms and Associates Corporation, in the amount of $49,300.21.

ATTACHMENT(S):

Professional Services Agreement with Helms and Associates

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
AIRPORT PROJECT NUMBER AIP 3-46-0058-04_-202_

This Agreement is entered into by and between **CITY OF WATERTOWN**, South Dakota, of PO Box 910, Watertown, South Dakota 57201, referred to in this Agreement as the "SPONSOR," and Schmucker, Paul, Nohr & Associates, Inc., dba **HELMS & ASSOCIATES CORPORATION**, of PO Box 111, Aberdeen, South Dakota, 57402, referred to in this Agreement as the "ENGINEER."

BACKGROUND:

1. The SPONSOR intends to develop the following airport improvements at the Watertown Regional Airport, with state, local, and federal assistance:

   The PROJECT shall include design and construction of three hangar taxilane (±90' x 35') extensions. The PROJECT will also include a topographical survey during the design phase. The construction work includes milling existing asphalt pavement, grading, unclassified excavation, disposal of excess material, geotextile separator fabric, underdrain piping, subbase course, aggregate base course, HMA paving, pavement marking, fencing, topsoiling, seeding, mulching, and other items of related construction.

2. The SPONSOR wants approved plans and specifications prepared and available, together with other professional services described in this Agreement, to implement the construction of the above project.

3. The ENGINEER is in compliance with the South Dakota statutes relating to the registration of professional engineers and has indicated a willingness to provide the professional engineering services necessary for the project.

THE SPONSOR AND THE ENGINEER MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

   A. The SPONSOR will retain and employ the ENGINEER and the ENGINEER will perform the agreed professional services for the project at the Watertown Regional Airport, Project Number AIP 3-46-0058-04_-202_, referred to in this Agreement as the "Project."

   B. The Project and the agreed professional services are more particularly described and incorporated in this Agreement in the attached **Exhibit A**, entitled "Detailed Scope of Services." A Scope of Services specific to this project is attached as **Exhibit G**. The anticipated level of effort is described and incorporated in this Agreement in the attached **Exhibit B**, entitled "Cost Breakdown."

   C. The ENGINEER'S preparation of plans and specifications must be in accordance with the current Federal Aviation Administration Standards for Specifying Construction of Airports (AC 150/5370-10G) and current Federal Aviation Administration (FAA) Advisory Circulars.

   D. Design standards for airports contained in current FAA Advisory Circulars are mandatory requirements and the design must conform in all aspects to current FAA Advisory Circulars, unless the FAA grants written approval, in advance, to deviate from these design standards.

   E. If the ENGINEER alters any of the standards in the current FAA Standards for Specifying Construction of Airports (AC 150/5370-10G), the ENGINEER must submit the following with the preliminary plans and specifications: 1) the ENGINEER'S letter of explanation detailing why the standards were altered and 2) the FAA approval letter allowing for the specific modification to the design standards.

2. PERIOD OF PERFORMANCE

This Agreement will begin upon date of last signature. The ENGINEER will complete the scope of work as defined in the detailed scope of work in the attached **Exhibit G**.

3. PAYMENT AND MAXIMUM LIMITING AMOUNT

Compensation under this Agreement will be broken into two separate and independent forms, as follows: 1) lump sum and 2) cost plus fixed fee. Following the description of the compensation method below, Tables A and B detail the items to be compensated on either a lump sum basis or a cost plus fixed fee basis.

The SPONSOR will reimburse the ENGINEER for all labor required to satisfactorily complete the work contemplated by this Agreement on either a lump sum basis or a cost plus fixed fee basis. The fixed fee will be clearly specified. The ENGINEER will be reimbursed for all materials and equipment required to satisfactorily complete the work contemplated by this Agreement on the basis of cost. Allowable costs will be direct salary, material and equipment direct costs, payroll additive, and general overhead. The general overhead will include insurance costs as described in section 9 of this Agreement. Allowable direct and indirect costs must be based on the established and customary accounting practices of the ENGINEER.

The SPONSOR will reimburse only reasonable costs for travel, meal, and lodging expenses. Maximum travel, meal, and lodging costs are as established in the Federal Travel Regulations.

For provisional billing purposes, the ENGINEER will use actual costs for direct salary, and current available costs for material and equipment, payroll additive, and general overhead. The SPONSOR will pay that portion of the fixed fee in the proportion the actual work completed as documented on the monthly progress reports bears to the whole. The ENGINEER'S invoices will include the ENGINEER'S job cost/project number.

The final reimbursement will be based on the actual unit rates in accordance with 48 CFR Part 31 and the ENGINEER'S usual and normal practice as determined by audit after all authorized work is completed, subject to the limiting amount. No additional payment for premium time as it relates to hours worked beyond forty (40) hours per week will be considered unless accumulated in accordance with the ENGINEER'S usual and normal practice.

The ENGINEER will certify that the ENGINEER'S accounting system complies with standards stated in the attached ENGINEER Accounting Certification, incorporated in this Agreement as **Exhibit E**.

The ENGINEER will present the SPONSOR with a voucher for the ENGINEER'S services, material usage, and equipment usage after the work has been performed and the expenses incurred. Documentation of these charges will be to the satisfaction of the SPONSOR and the South Dakota Department of Transportation (SDDOT). If the final plans are not acceptable to the SPONSOR and the SPONSOR must finish the plans, the SPONSOR will bill or deduct the costs incurred by the SPONSOR for completing the plans. The SPONSOR must approve the vouchers prior to reimbursement being made by the SPONSOR. The maximum limiting amount will be specified in the scope of work. The stated limiting amount will be construed to be a maximum amount, and is not a guarantee by the SPONSOR that the ENGINEER will be entitled to sufficient work to justify such amount.

If, during the course of construction, errors or omissions are discovered on the plans which the ENGINEER has provided pursuant to this Agreement, the ENGINEER will make the necessary corrections and furnish same to the SPONSOR, within a time period specified by the SPONSOR, at no additional compensation.

The ENGINEER has submitted to SDDOT indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the ENGINEER'S current fiscal year. **The ENGINEER will request use of updated provisional percentage rates within four (4)**

months after the close of each fiscal year in order to more accurately reflect the cost of work during subsequent years. Provisional rates will be based on the actual costs incurred during the ENGINEER'S fiscal year. In accordance with FAA 14 CFR 152.305, the ENGINEER will submit all Schedules of Indirect Costs submitted with a Certification of Indirect Costs document (see **EXHIBIT F**).

A. LUMP SUM COMPENSATION

The SPONSOR will pay the ENGINEER for services in a lump sum amount to cover all costs for completion of the work items listed in Table A below. The lump sum costs will include direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14.

The lump sum payment will be based on the hours and expenses indicated in **Exhibit B** and will include an element for fixed fee. The lump sum fee for the work contemplated under this Agreement will constitute total compensation for all of the work necessary to complete the individual items specified in the Scope of Services. Monthly payments for those items specified in Table A will be based on the percentage of work completed to date.

Table A indicates those work items covered as lump sum payment items and the total cost or compensation for each of those items. **Exhibit B** provides a detailed listing of the lump sum fees and justification for those fees.

TABLE A: LUMP SUM

Task Item	Total Cost/Compensation
Environmental Review & Field Survey, Design Report, Preliminary & Final Design	$49,300.21
Bidding & Negotiation	To be added by amendment upon receipt of FAA Grant offer for Bidding

B. COST PLUS FIXED FEE COMPENSATION

The SPONSOR will pay the ENGINEER for services on an actual cost plus fixed fee basis. The actual costs will consist of direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14. The fixed fee, based on the schedules in **Exhibit B,** must not vary from the maximum specified unless the overall scope of the Project changes. The SPONSOR will make monthly payments as the work progresses for those items specified in Table B.

Table B indicates those work items covered as a cost plus fixed fee payment items, the description of services, total estimated compensation for each of those items, and the fixed fee.

TABLE B: COST PLUS FIXED FEE

Task Item	Fixed Fee	Total Cost/Compensation
Construction Administration		To be added by amendment upon receipt of FAA Grant offer for Construction
Resident Engineering Services		To be added by amendment upon receipt of FAA Grant offer for Construction

C. The maximum limiting amount for this Agreement is $49,300.21.

4. EXTRA WORK

The SPONSOR may, at any time by written order, make changes within the general scope of work under this Agreement. Any changes which materially increase or reduce the cost of or the time required for performance of services under this Agreement will be deemed a change in the scope of work for which adjustment will be made in the Agreement's maximum limiting fee and the fixed fee, or the time for performance, or both, and the Agreement will be modified in writing accordingly.

The SPONSOR will pay the ENGINEER for Extra Work separately and in addition to the consideration of the original Agreement. However, the ENGINEER will perform no Extra Work without the SPONSOR'S prior written authorization. The SPONSOR will pay the ENGINEER for Extra Work on the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. No claims will be allowed unless written approval for Extra Work has been secured in advance from the SPONSOR.

5. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

6. TERMINATION

The SPONSOR may terminate this Agreement, in whole or in part, on ten (10) days' written notice. If the ENGINEER breaches any of the terms or conditions of this Agreement, the SPONSOR may terminate this Agreement with or without notice. The SPONSOR will pay the ENGINEER for acceptable work accomplished to the date of termination upon furnishing to the SPONSOR all work product produced to the time of termination.

If the SPONSOR terminates this Agreement without fault on the part of the ENGINEER, the ENGINEER will deliver to the SPONSOR all work product completed to the date of termination. This work product will become the property of the SPONSOR and the SPONSOR will pay ENGINEER for work performed and delivered up to the date of termination. The value of the work performed and services rendered and delivered, and the amount to be paid as actual costs must be mutually satisfactory to the SPONSOR and to the ENGINEER. The SPONSOR will pay the ENGINEER a portion of the fixed fee, based on the ratio of the actual costs incurred to the estimated actual costs contained in the Agreement, plus actual costs. The actual costs will be determined by audit of these costs to the date of termination, subject to the maximum limiting fee.

If the SPONSOR terminates the ENGINEER'S services for fault on the part of the ENGINEER, the SPONSOR will be entitled to recover payments made to the ENGINEER for the work which is the cause of the at-fault termination. The SPONSOR will pay the ENGINEER only for work satisfactorily performed and delivered to the SPONSOR up to the date of termination. The SPONSOR may adjust any payments due to the ENGINEER at the time of termination to cover any additional costs to the SPONSOR due to the ENGINEER'S default. After audit of the ENGINEER'S actual costs to the date of termination and after the SPONSOR'S determination of the amount of work satisfactorily performed and the additional costs incurred by the SPONSOR due to the ENGINEER'S default, the SPONSOR will determine the amount to pay the ENGINEER. Upon termination, the SPONSOR may take over the work and may award another party an agreement to complete the work under this Agreement.

The SPONSOR reserves the right to suspend this Agreement at any time. The SPONSOR may initiate a suspension by written notice to the ENGINEER. The suspension will be effective as of the date established in the suspension notice. The SPONSOR will pay for the ENGINEER'S services to the date of suspension, in accordance with the above paragraphs.

The ENGINEER may terminate this Agreement with SPONSOR'S approval.

7. ASSIGNMENT

The ENGINEER will not assign, sublet, or transfer any interest in this Agreement without the SPONSOR'S written permission. The ENGINEER may not use subcontractors to perform any of the described services

without the SPONSOR'S prior written consent. The ENGINEER will include provisions in the ENGINEER'S subcontracts requiring subcontractors to comply with the applicable provisions of this Agreement, to indemnify the SPONSOR, and to provide insurance coverage for benefit of the SPONSOR, in a manner consistent with this Agreement. The ENGINEER will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements.

8. REPORTING

The ENGINEER will report to the SPONSOR 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 the ENGINEER, the SPONSOR, or the SPONSOR'S officers, agents, or employees to liability. The ENGINEER will report any such event to the SPONSOR immediately upon discovery.

The ENGINEER'S obligation under this section will only be to report the occurrence of any event to the SPONSOR and to make any other report provided for by the ENGINEER'S duties or applicable law. The ENGINEER'S obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the SPONSOR under this section will not excuse or satisfy any obligation of the ENGINEER to report any event to law enforcement or other entities under the requirements of any applicable law.

9. PROMPT PAYMENT AS REQUIRED IN 49 CFR 26.29

The ENGINEER will pay subcontractors or suppliers within thirty (30) days of receiving payment for work that is submitted for progress payment by the SPONSOR. If the ENGINEER withholds payment beyond this time period, the ENGINEER will submit written justification to the SPONSOR, upon request. If the SPONSOR determines a subcontractor or supplier has not received payment due without just cause, the SPONSOR may withhold future estimated payments or may direct the ENGINEER to make such payment to the subcontractor or supplier.

10. INSURANCE

Before the ENGINEER begins work under this Agreement, the ENGINEER will furnish the SPONSOR the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:

A. General Liability

The ENGINEER will maintain occurrence general liability insurance or equivalent form with a limit of not less than $1,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than $2,000,000.

B. Workers' Compensation

The ENGINEER will procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

C. Professional Liability Insurance or Miscellaneous Professional Liability

The ENGINEER will procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than $1,000,000.

D. Business Automobile Liability Insurance

The ENGINEER will maintain business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

11. INDEPENDENT CONTRACTOR

While performing services under this Agreement, the ENGINEER is an independent contractor and not an officer, agent, or employee of the SPONSOR.

No employee of the ENGINEER engaged in the performance of services required under this Agreement will be considered an employee of the SPONSOR. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided under this Agreement by the ENGINEER will be the SPONSOR'S obligation or responsibility.

12. INDEMNIFICATION

~~The ENGINEER will indemnify the SPONSOR, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings which may arise as a result of the negligence, misconduct, error, or omission of the ENGINEER or any officer, agent, or employee of the ENGINEER performing services under this Agreement. This section does not require the ENGINEER to be responsible for or defend against claims or damages arising solely from acts or omissions of the SPONSOR, its officers, agents, or employees.~~

The ENGINEER will indemnify and hold harmless the SPONSOR, its officers, agents, and employees against any and all actions, suits, damages, liabilities, or other proceedings, fines and expenses, including without limitation reasonable court costs and attorneys' fees, which may arise as a result of the negligence, misconduct, error, or omission of the ENGINEER or any officer, agent, or employee of the ENGINEER performing services under this Agreement. This section does not require the ENGINEER to be responsible for or defend against claims or damages arising solely from acts or omissions of the SPONSOR, its officers, agents, or employees. The provisions of this indemnification provision shall survive the expiration or sooner termination of the Agreement for claims arising out of services provided prior to termination.

13. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, that holding will not invalidate or render unenforceable any other provision of this Agreement.

14. 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 in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.

15. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota.

16. AUDIT

The ENGINEER will maintain a cost accounting system capable of segregating and allocating costs incurred in connection with this Agreement.

All Project charges will be subject to audit in accordance with the SPONSOR'S current procedures and 2 CFR Part 200.

Upon reasonable notice, the ENGINEER will allow the SPONSOR, the FAA, and the Comptroller General of the United States, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The ENGINEER will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

17. COMPLIANCE

The ENGINEER will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements. The ENGINEER will procure all licenses, permits, and other rights necessary for fulfillment of ENGINEER'S obligations under this Agreement.

18. NOTICE

Any notice or other communication required under this Agreement will be in writing and sent to the respective address set forth above. Notices will be given by and to __Amanda Mack, City Manager__ on behalf of the SPONSOR, and by and to ____Bob Babcock, PE_____ on behalf of the ENGINEER, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. CERTIFICATION REGARDING LOBBYING

The ENGINEER certifies, to the best of the ENGINEER'S knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the ENGINEER will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The ENGINEER will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

The ENGINEER certifies, by signing this Agreement, that neither the ENGINEER nor the ENGINEER'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

21. CIVIL RIGHTS (49 CFR Part 21)

The ENGINEER will be bound by **Exhibit C**, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES APPENDIX A & E." The ENGINEER will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.

22. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520

The ENGINEER will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates the ENGINEER or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the ENGINEER or any transferee for the longer of the following periods: (a) the period during which the property issued by the SPONSOR or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the SPONSOR or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

23. CLEAN AIR ACT (49 CFR Part 18)

The ENGINEER stipulates that any facility to be utilized in the performance of this Agreement, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the SPONSOR will be promptly notified of the receipt by the ENGINEER of any communication from the Director, Office of Federal Activities, EPTA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

24. RIGHTS TO INVENTIONS (49 CFR Part 18)

All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the SPONSOR of the federal grant under which this Agreement is executed. The SPONSOR will provide information regarding these rights, if requested.

25. DBE REQUIREMENTS (49 CFR Part 26)

It is the policy of the SDDOT that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The ENGINEER will ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The ENGINEER will not discriminate on the basis of race, color, national origin, or sex in the award and performance of SDDOT assisted contracts.

26. TRADE RESTRICTION (49 CFR Part 30)

The ENGINEER or its subcontractor, by submission of an offer and execution of an agreement, certifies that it:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this Project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the Secretary of the SDDOT waives the restrictions of this clause in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the ENGINEER knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the Project, the Federal Aviation Administration may direct through the SPONSOR, cancellation of the contract at no cost to the SPONSOR, SDDOT, or FAA.

Further, the ENGINEER will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The ENGINEER may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The ENGINEER must provide immediate written notice to the SPONSOR if the ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The ENGINEER'S subcontractor must provide written notice to the ENGINEER if at any time it learns that the ENGINEER'S subcontractor's certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the ENGINEER or the ENGINEER'S subcontractor knowingly rendered an erroneous certification, the FAA may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

27. EQUAL OPPORTUNITY

The ENGINEER and the ENGINEER'S subcontractor will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

28. CERTIFICATION OF ENGINEER

The ENGINEER warrants that the ENGINEER is in compliance with the Certification of Engineer attached as **Exhibit D** and made a part of this Agreement.

The parties signify their agreement by signatures affixed below.

Schmucker, Paul, Nohr & Associates, Inc.,
dba **Helms & Associates Corporation**

By: _____
Bob J. Babcock
Its: President

Date: 5-9-24

Attest:

By: _____
Michael A. Schmit
Its: Associate

(Corporate Seal)

City of Watertown, South Dakota

By: _____

Its: _____

Date: _____

Attest:

_____

City Finance Officer/ Auditor/Clerk

(City Seal)

Exhibit A

DETAILED SCOPE OF SERVICES

A. Design and Preparation of Plans and Specifications

i. The ENGINEER will develop plans, cost estimates, and bidding documents for review by the SPONSOR and the South Dakota Department of Transportation (SDDOT), and for submission to the Federal Aviation Administration, Airports District Office (FAA). **When required by FAA Order 5100.38D, Airport Improvement Program Handbook, the ENGINEER will submit construction safety plan sheets of the plans to FAA for approval.**

ii. The ENGINEER'S plans or drawings will include making necessary field surveys; arranging for soil or any necessary testing analyses; and preparation of cost estimates. **The SPONSOR will not accept any plans and specifications unless cost estimates accompany the submission.**

iii. The ENGINEER will submit copies of the Project's Construction Safety Plan to SDDOT and FAA for approval, prior to completion of the plans. Following review and receipt of comments from the SPONSOR and SDDOT, the ENGINEER will proceed with the preparation of the Project's final plans and specifications.

iv. The ENGINEER will certify the plans and specifications by placing and signing the following statement on the plans and specifications:

> I hereby certify, to the best of my professional ability, these plans and specifications were developed under my supervision in accordance with all applicable federal standards and requirements. No deviation from or modification to standards as set forth in the Federal Aviation Administration Advisory Circulars will be necessary other than those previously approved by the Federal Aviation Administration.
>
> Professional Seal/Signature: _____
>
> Date: _____

v. The ENGINEER will prepare cost estimates based on the final design, make any required supplemental design analyses, and hold consultations, as necessary, to obtain the SPONSOR'S approval and SDDOT'S acceptance. The ENGINEER will furnish to SDDOT, FAA, and the SPONSOR, a sufficient number of copies of the plans, specification, and other documents necessary for the review, approval, and acceptance.

vi. If the Project includes paving work in excess of $500,000.00, the ENGINEER will submit a Construction Management Program as outlined in FAA Order 5100.38D, and in paragraph C of this Exhibit for SDDOT'S acceptance, and for submission to and acceptance by FAA, prior to starting any construction.

vii. The SPONSOR may require the ENGINEER to develop a Construction Management Program for projects with less than $500,000.00 in paving costs.

B. Bidding and Negotiation Services

i. The ENGINEER will provide assistance in soliciting bidders; will attend the bid opening; will tabulate, and analyze bids; will prepare a revised estimate on bids; will make recommendations to the SPONSOR for award of construction contracts for the construction of the improvements; will assist in any negotiations of proposals as required; and will assist in any preparation of the formal construction contract documents.

ii. In the preparation of any formal construction contract documents, the ENGINEER will act only within the ENGINEER'S proper authority. The parties to this Agreement understand and agree proper legal review of the documents and data will be necessary.

iii. The ENGINEER will furnish the necessary documents for the use of prospective bidders.

C. Construction Administration Services

i. During the construction of the Project, the ENGINEER will periodically review the work performed by the contractor and will supervise and manage the ENGINEER'S employees assigned to the Project under paragraph D of this Exhibit.

ii. The ENGINEER will assist in correct interpretation of the plans and specifications, attend pre-bid conference and preconstruction conference, prepare change orders, supplement agreements and periodic progress payment estimates, make a final inspection, and final payment estimates.

iii. The ENGINEER will prepare and submit to the SPONSOR and SDDOT "As Built" or "Construction Plans of Record," and an updated Airport Layout Plan (ALP).

iv. The ENGINEER will prepare and submit Quality Project Closeout Reports Volumes 1 and 2 to the SPONSOR, SDDOT, and FAA.

v. Upon review of the Quality Project Closeout Reports Volumes 1 and 2 by SDDOT and FAA, the SDDOT or FAA may require the ENGINEER to revise the reports, as necessary.

vi. The Construction Management Plan will be required for all projects with paving costs in excess of $500,000.00, and as required by FAA Order 5100.38D Airport Improvement Program Handbook.

vii. The ENGINEER will provide the following for Quality Closeout Report Volume 2:

1. Construction Management Plan: The ENGINEER will furnish to SDDOT two (2) copies of the Construction Management Program Volume 2 part A. SDDOT will retain one (1) copy and will submit one (1) copy to FAA prior to the start of construction, in accordance with AC 150/5370 "Quality Control of Construction for Airport Grant Projects." The ENGINEER will detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The Construction Management Program will include as a minimum the following:

   a. Name of the person representing the SPONSOR who has overall responsibility for contract administration for the Project and the authority to take necessary actions to comply with the contract.

   b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the Project, together with a description of the services to be provided.

   c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Material's standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).

   d. Qualifications of engineering supervision and construction inspection personnel.

   e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

f. Procedures for ensuring that the tests are taken in accordance with the program, the tests are documents daily, the proper corrective actions, where necessary, are undertaken, and the quantity of materials used is adequate.

2. Final Test and Quality Control Report (Volume 2 part b): The ENGINEER will submit the Final Test and Quality Control Report with Volume 1 of the Project Closeout Report. The ENGINEER will include in the report, as a minimum, the following:

a. Results of the tests performed, highlighting those tests that failed or did not meet the applicable test standard. A narrative should precede each specification category identifying failed tests and the corrective action taken. The narrative should also include an explanation of any pay reductions, applied, and reasons for accepting any out-of-tolerance material. The narrative should be followed by supporting computations. The report should include all test results with a summary sheet of test results proceeding actual test data. Specification limits or tolerance should be listed on all test results or data.

b. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the FAA'S discretion and will be based on the type or types of required tests not performed or not documented and will commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

c. Copies of all material certifications, job mixes, range and control charts, gradation results, weekly construction progress reports, and construction working day count must be included in the report.

D. Resident Engineering, Inspection, and Staking Services

i. The ENGINEER will provide resident construction inspection and establishment of vertical and horizontal control. The resident construction inspection responsibilities will include complying with Construction Management Plan and recording data for the Test and Quality Control Report.

ii. The resident construction inspection services will include establishment of lines and grades, and surveys to determine item quantities for final payment estimates.

iii. The resident construction inspector and assistants will inspect the work of the contractor to assure the Project and its several elements are constructed in compliance with the plans and specifications and will help safeguard against defects and deficiencies in the work. The furnishing of such resident construction inspection will not serve to make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the failure of the construction contractor to perform the construction work in accordance with the contract documents.

iv. The resident construction inspector will receive all test and laboratory reports and will utilize the results of those reports in the performance of its duties.

v. The ENGINEER will have the right and authority, through the resident construction inspector, to order the construction work stopped whenever such action is deemed necessary.

vi. Field testing for all aspects of the proposed construction will be under the direction of the ENGINEER through the resident construction inspector.

vii. Testing performed by the ENGINEER with in-house inspection and testing personnel will be billed at the rates as set for in this Agreement for personnel performing such testing.

viii. For required testing appertaining to bituminous and certain other construction and for laboratory tests, which the ENGINEER cannot accomplish in-house, the ENGINEER will retain or assist the owner in obtaining the services of an independent testing laboratory satisfactory to the SPONSOR and SDDOT. The testing laboratory's schedule of testing charges will be subject to the SPONSOR'S and SDDOT'S approval.

ix. The ENGINEER will ensure all subcontracts contain all the required provisions of the prime contract.

x. The testing laboratory will operate under the ENGINEER'S or the ENGINEER'S agent's direction; however, testing laboratory billings for services will not be considered a part of the engineering services being provided under this Agreement, and will be billed by the ENGINEER to the SPONSOR as separate and identifiable charges and will include copies of invoices.

xi. The ENGINEER will review and approve all testing laboratory billings as being applicable to the construction of the improvements prior to inclusion of billings to the SPONSOR.

xii. The ENGINEER will submit to the SPONSOR, resumes outlining the qualifications of the resident construction inspector and other key inspectors for review and approval by the SPONSOR, SDDOT, and FAA prior to performing any services in paragraph D.

E. Project Completion Date

The ENGINEER will complete the Design phase of the Project December 2024.

Exhibit B

COST BREAKDOWN

SEE ATTACHED

ATTACHMENT "B"

SUMMARY OF ENGINEERING COSTS

A.I.P. PROJECT NO. 3-46-0058-04_-202_

HANGAR TAXILANE EXPANSION
WATERTOWN REGIONAL AIRPORT
WATERTOWN, SOUTH DAKOTA

			PROJECT TOTAL
SECTION 1			
	ENVIRONMENTAL REVIEW & FIELD SURVEY	$ 8,610.01	
	ENGINEER'S DESIGN REPORT	$ 9,499.76	
	PRELIMINARY DESIGN	$ 7,774.35	
	FINAL DESIGN	$ 23,416.09	
	LUMP SUM TOTAL	$49,300.21	$49,300.21
SECTION 2			
	*BIDDING & NEGOTIATION SERVICES	$0.00	
	LUMP SUM TOTAL	$0.00	$0.00
SECTION 3			
	*CONSTRUCTION ADMINISTRATION COSTS	$0.00	
	**FIXED FEE	$0.00	
	TOTAL	$0.00	$0.00
SECTION 4			
	*RESIDENT ENGINEERING SERVICES COSTS	$0.00	
	**FIXED FEE	$0.00	
	TOTAL	$0.00	$0.00
	TOTAL PROJECT ENGINEERING SERVICES		**$49,300.21**

*** TO BE ADDED BY AMENDMENT UPON RECEIPT OF FAA GRANT OFFER FOR BIDDING & CONSTRUCTION.**

**** MAXIMUM LIMITING FEES**

ATTACHMENT "B"
SECTION I, PHASE I
WATERTOWN REGIONAL AIRPORT
HANGAR TAXILANE EXPANSION
ENVIRONMENTAL REVIEW & FIELD SURVEY

Work Description	Proj. Man. (hrs)	Proj. Man. Associate (hrs)	Proj. Engr. I (hrs)	Proj. Engr. IV (hrs)	Drafting Supervisor (hrs)	Tech. III (hrs)	Tech. IX (hrs)
(a) Horizontal Field Control	0	0	0	0	0	2	2
(b) Vertical Field Control	0	0	0	0	0	2	2
(c) Topographic Survey	0	1	0	0	0	4	4
(d) Utility Locates & Tie-ins	0	0	0	0	0	4	4
(e) Project Management	1	2	0	0	0	0	0
(f) Survey Preparation & Calculations	0	1	0	0	0	4	0
(g) Environmental Documented CATEX	0	0	24	0	0	0	0
(h)							
(i)							
(j)							
TOTAL HOURS	1	4	24	0	0	16	12

	Hours		Rate $/hr		
Project Manager	1	@	$ 115.00	=	$ 115.00
Project Manager/Associate	4	@	$ 95.00	=	$ 380.00
Project Engineer I	24	@	$ 49.00	=	$ 1,176.00
Project Engineer IV	0	@	$ 40.00	=	$ -
Drafting Supervisor	0	@	$ 47.50	=	$ -
Technician III	16	@	$ 36.00	=	$ 576.00
Technician IX	12	@	$ 26.00	=	$ 312.00
			SUBTOTAL (1)		$ 2,559.00
TOTAL DIRECT LABOR COST		Subtotal (1)		=	$ 2,559.00
DIRECT LABOR OVERHEAD	$ 2,559.00	wages x	0.68594	=	$ 1,755.32
GENERAL & ADMIN. OVERHEAD	$ 2,559.00	wages x	1.19557	=	$ 3,059.46
			SUBTOTAL (2)		$ 7,373.78
PROFIT (P) AT 14% OF SUBTOTAL (2)	0.14 (P) x		$ 7,373.78	=	$ 1,032.33
COST OF MONEY @ 2.303% OF SUBTOTAL (1)	0.02303 x		$ 2,559.00	=	$ 58.93
MILEAGE	230 Mi. @		$ 0.3346	=	$ 76.96
ADDITIONAL COSTS:			Meals	=	$ 68.00
			Lodging	=	$ -
SUB-CONSULTANT @ COST				=	$ -
SUB-CONSULTANT @ COST				=	$ -
			TOTAL		**$ 8,610.01**

ATTACHMENT "B"
SECTION 1
HANGAR TAXILANE EXPANSION
WATERTOWN REGIONAL AIRPORT
ENGINEER'S DESIGN REPORT

WORK DESCRIPTION	Required Yes - No	PROJ. MANAGER HRS.	PROJ. MAN. ASSOCIATE HRS.	PROJ. ENGR. I HRS.	PROJ. ENGR. IV HRS.	DRAFT. SUPER. HRS.	PROJ. ADMIN. HRS.	SURVEYOR II HRS.	TECH. II HRS.	TECH. VII HRS.	SURVEYOR II HRS.	CLERK II HRS.
General Scope of Project												
• Develop scope of work	Y	1	1									
• Delineation of AIP eligible and ineligible work items	Y				1							
• Identify and explain unique and unusual situations	Y				1							
• History of existing system	Y				1							
Photograph												
• Existing site conditions	Y				1							
• Existing safety area deficiencies	N											
Listing of Applicable AIP Standards												
• List AIP Advisory Circulars applicable for current project	Y				1							
Considerations for Airport Operational Safety												
• Proposed phasing and sequencing	Y				1							
• Work area limits including pavement closures	Y				1							
• Hauls routes and staging area location	Y				1							
• Impacts to approach procedures	N											
• Impacts to FAA owned Navaids	N											
Pavement Design												
• Geotechnical Report	N											
• Geotech coordination	N											
• Fleet mix including number of departure operations	Y				1							
• Life-cycle analysis & justification for selection	N											
• Material availability and capacity to deliver	Y				1							
• Existing pavement alternatives	Y				1							
• Subgrade stabilization	N											
• FAARFIELD program results	Y				1							
• FAA Form 5100-1	Y				1							
Drainage Design												
• Delineation of drainage area	Y				1							
• Existing drainage area characteristics and structures	Y				1							
• Storm water runoff calculations	Y				4	8						

WORK DESCRIPTION	Required Yes - No	PROJ. MANAGER HRS.	PROJ. MAN. ASSOCIATE HRS.	PROJ. ENGR. I HRS.	PROJ. ENGR. IV HRS.	DRAFT. SUPER. HRS.	PROJ. ADMIN. HRS.	SURVEYOR II HRS.	TECH. II HRS.	TECH. VII HRS.	SURVEYOR II HRS.	CLERK II HRS.
Airfield Lighting and Signage												
• Description of existing system (age, condition, type)	N											
Navaids												
• Listing of all Navaids and ownership	N											
• Identify impacts to FAA owned navigation aids	N											
Pavement Marking												
• Layout of marking conforming to AC 150/5340-1	Y				1							
• Temporary markings	N											
• Life cycle cost analysis of marking and types	N											
Environmental Considerations												
• Storm water management measures	Y				1							
• Permits (SD, SWPPP)	Y				1							
Sponsor Requested Modifications to AIP Construction Standards												
• Description and justification for all sponsor requested modifications to FAA construction standards	Y				2							
Delineation of AIP Non-participating work												
• Identify all work items that are not eligible for AIP participation	N											
• Justification for why non-participating work should be allowed as part of an AIP funded project	N											
• Establish how non-participating work will be separated from AIP work (schedules, line items)	N											
DBE Participation												
• Status of the Sponsor's DBE program	Y						1					
• Identify the current year of the 3 year overall goal	Y						1					
• Establish project specific goals	Y						4					
Project Schedule												
• List critical milestone dates as applicable	Y		1									
Engineer's Estimate of Probable Cost												
• Provide an itemized summary of the engineer's estimate of probable construction costs	Y		1		1							
• Separately identify AIP eligible costs and non-eligible costs	N											
Preliminary Project Budget												
• Provide a project budget summary that identifies all anticipated project costs	Y		1									
Pre-design Meeting												
• Pre-design meeting	Y		6									
• Minutes from the pre-design meeting	Y		1									1
TOTAL HOURS		1	11	0	25	8	6	0	0	0	0	1

	HRS.		RATE PER HOUR	TOTAL LABOR COSTS
Project Manager	1	@	$115.00	$115.00
Project Manager/Associate	11	@	$95.00	$1,045.00
Project Engineer I	0	@	$49.00	$0.00
Project Engineer IV	25	@	$40.00	$1,000.00
Drafting Supervisor	8	@	$47.50	$380.00
Project Administrator	6	@	$47.00	$282.00
Land Surveyor II	0	@	$45.80	$0.00
Technician II	0	@	$36.75	$0.00
Technician VII	0	@	$27.50	$0.00
Land Surveyor II	0	@	$45.25	$0.00
Clerical II	1	@	$22.30	$22.30
			SUBTOTAL LABOR COSTS (1)	$2,844.30

TOTAL DIRECT LABOR COSTS				$2,844.30
DIRECT LABOR OVERHEAD	$2,844.30	LABOR X	0.68594	$1,951.02
GENERAL & ADMINISTRATIVE OVERHEAD	$2,844.30	LABOR X	1.19557	$3,400.56
			SUBTOTAL (2)	$8,195.88

FIXED FEE OF 14% OF SUBTOTAL (2)	0.14	X	$8,195.88	$1,147.42
COST OF MONEY @ 2.303% OF SUBTOTAL (1)	0.02303	X	$2,844.30	$65.50
MILEAGE AT $0.3346 PER MILE	230	X	$ 0.3346	$76.96
SUBSISTENCE @ COS			MEALS	$ 14.00
			LODGING	
OUTSIDE CONSULTANTS @ COST:				
			PHASE TOTAL:	**$9,499.76**

ATTACHMENT "B"
SECTION 1
WATERTOWN REGIONAL AIRPORT
HANGAR TAXILANE EXPANSION
PRELIMINARY DESIGN

Work Description	Proj. Man. (hrs)	Proj. Man Associate (hrs)	Proj. Engr. IV (hrs)	Drafting Supervisor (hrs)	Surveyor II (hrs)	Tech. I (hrs)
(a) Reduce Notes & Plot X-Sections	0	0	0	0	2	8
(b) Grid Lines and Grades	0	0	1	0	2	8
(c) Preliminary Pavement Design	0	0	1	0	0	1
(d) Drainage	0	0	2	0	0	8
(e) Typical Sections	0	0	1	0	0	2
(f) Preliminary Quantities	0	0	2	0	0	2
(g) Preliminary Cost Estimate	0	0	2	0	0	0
(h) Project Management	2	4	0	2	0	0
(i)						
(j)						
(k)						
TOTAL HOURS	2	4	9	2	4	29

	Hours		Rate $/hr		
Project Manager	2	@	$ 115.00	=	$ 230.00
Project Manager/Associate	4	@	$ 95.00	=	$ 380.00
Project Engineer IV	9	@	$ 40.00	=	$ 360.00
Drafting Supervisor	2	@	$ 47.50	=	$ 95.00
Land Surveyor II	4	@	$ 45.80	=	$ 183.20
Technician I	29	@	$ 38.00	=	$ 1,102.00
			SUBTOTAL (1)		$ 2,350.20
TOTAL DIRECT LABOR COST		Subtotal (1)		=	$ 2,350.20
DIRECT LABOR OVERHEAD	$ 2,350.20	wages x	0.68594	=	$ 1,612.10
GENERAL & ADMIN. OVERHEAD	$ 2,350.20	wages x	1.19557	=	$ 2,809.83
			SUBTOTAL (2)		$ 6,772.12
PROFIT (P) AT 14% OF SUBTOTAL (2)	0.14 (P) x		$ 6,772.12	=	$ 948.10
COST OF MONEY @ 2.303% OF SUBTOTAL (1)	0.02303 x		$ 2,350.20	=	$ 54.13
MILEAGE	0 Mi. @		$ 0.3346	=	$ -
ADDITIONAL COSTS:			Meals	=	$ -
			Lodging	=	$ -
OUTSIDE CONSULTANT @ COST					$ -
			TOTAL		**$ 7,774.35**

ATTACHMENT "B"
SECTION I
WATERTOWN REGIONAL AIRPORT
HANGAR TAXILANE EXPANSION
FINAL DESIGN

Work Description	Proj. Man. (hrs)	Proj. Man. Associate (hrs)	Proj. Engr. I (hrs)	Drafting Supervisor (hrs)	Proj. Engr. IV (hrs)	Tech. I (hrs)	Clerical II (hrs)
(a) Project Layout	0	0	0	0	1	8	0
(b) Construction Safety Plan	0	1	0	0	1	4	0
(c) Final Cross-Sections	0	0	0	0	1	4	0
(d) Final Plan & Profile Views	0	0	0	0	1	4	0
(e) Final Design Drainage	0	0	0	0	1	8	0
(f) Final Typical Sections	0	0	0	0	1	2	0
(g) Final Typical Details	0	0	0	0	0	2	0
(h) Final Quantities	0	1	0	0	2	2	0
(i) Final Cost Estimate	0	0	0	0	1	0	0
(j) Plan Notes	0	0	0	0	1	4	0
(k) Storm Water Pollution Prevention Plan	0	0	0	0	1	4	0
(l) Technical Specifications	0	16	0	0	0	0	0
(m) Special Conditions	0	1	0	0	0	0	0
(n) Proposal Form	0	2	0	0	0	0	0
(o) Project Management	2	4	0	4	0	0	0
(p) Owner & Agency Review	6	6	0	0	0	0	0
(q) F.A.A. Grant Application/Coordination/Reimbursement	0	1	4	0	0	0	0
(r) F.A.A. Quarterly Reports	0	0	4	0	0	0	0
(s) Quality Project Closeout Report Vol. I	0	0	8	0	0	0	0
TOTAL HOURS	8	32	16	4	11	42	0

	Hours		Rate $/hr		
Project Manager	8	@	$ 115.00	=	$ 920.00
Project Manager/Associate	32	@	$ 95.00	=	$ 3,040.00
Project Engineer I	16	@	$ 49.00	=	$ 784.00
Drafting Supervisor	4	@	$ 47.50	=	$ 190.00
Project Engineer IV	11	@	$ 47.00	=	$ 517.00
Technician I	42	@	$ 38.00	=	$ 1,596.00
Clerical II	0	@	$ 22.30	=	$ -
			SUBTOTAL (1)		$ 7,047.00
TOTAL DIRECT LABOR COST		Subtotal (1)		=	$ 7,047.00
DIRECT LABOR OVERHEAD	$ 7,047.00	wages x	0.68594	=	$ 4,833.82
GENERAL & ADMIN. OVERHEAD	$ 7,047.00	wages x	1.19557	=	$ 8,425.18
			SUBTOTAL (2)		$ 20,306.00
PROFIT (P) AT 14% OF SUBTOTAL (2)	0.14 (P) x		$ 20,306.00	=	$ 2,842.84
COST OF MONEY @ 2.303% OF SUBTOTAL (1) 0.02303 x			$ 7,047.00	=	$ 162.29
MILEAGE	230 Mi. @		$ 0.3346	=	$ 76.96
ADDITIONAL COSTS:			Meals	=	$ 28.00
			Lodging		$ -
SUB-CONSULTANT @ COST				=	$ -
			TOTAL		**$ 23,416.09**

Exhibit C

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this Agreement, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

****

Exhibit D

CERTIFICATION OF ENGINEER

I hereby certify that I am the President and duly authorized representative of the firm of Schmucker, Paul, Nohr & Associates, Inc., dba Helms and Associates Corporation, whose address is PO Box 111, Aberdeen, SD 57402, and that neither I nor the above firm I represent has:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this Agreement;

2. Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or

3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring, or carrying out this Agreement; except as expressly stated herein (if any):

I acknowledge that this certification is to be furnished to the State of South Dakota, Department of Transportation, the Federal Aviation Administration, and United States (U.S.) Department of Transportation, in connection with this Agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and federal laws, (both criminal and civil).

Firm: Helms and Associates Corporation

Signature: _____

Name of Corporate Official: Bob J. Babcock

Title: President

Date of Execution: 5-9-24

Exhibit E

CONSULTANT ACCOUNTING CERTIFICATION

Firm Name: Helms and Associates Corporation

I, the undersigned, certify that I will review the proposals to establish final indirect cost rates for the fiscal periods during which work will be performed as authorized by Work Orders issued under this Agreement and to the best of my knowledge and belief:

1. The accounting system is capable of segregating and allocating reasonable and allowable costs, in accordance with 48 CFR 31.2;

2. All costs included in the proposals to establish final indirect cost rates for the period of this Agreement will be allowable in accordance with the cost principals of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), part 31;

3. The proposals will not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR 31, such as: advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and good will; and

4. All indirect costs included in the proposals will be properly allocable to contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

I declare that the foregoing is true and correct.

Signature: _____

Name of Corporate Official: Bob J. Babcock

Title: President

Date of Execution: 5-9-24

Exhibit F

CONSULTANT INDIRECT COST RATE CERTIFICATION

Firm Name: Helms and Associates Corporation

Indirect Cost Rate Proposal: Fiscal Year Ended December 31, 2022

Date of Proposal Preparation: October 18, 2023

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2022 to 12/31/2022

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Signature: _____

Name of Corporate Official (Print): Bob J. Babcock

Title: President

Date of Certification (mm/dd/yyyy): 5-9-24

Exhibit G

SCOPE OF SERVICES:
Design of Hangar Area Expansion
Watertown Regional Airport
Watertown, South Dakota

Helms and Associates (Engineer) will arrange for SD Registered Professional Engineers and Land Surveyors to provide professional services required to complete all necessary field surveying, preparation of design reports, and all appurtenances for the preparation of construction plans and specifications for the PROJECT.

The PROJECT shall include design and construction of three hangar taxilane (±90' x 35') extensions. The PROJECT will also include a topographical survey during the design phase. The construction work includes milling existing asphalt pavement, grading, unclassified excavation, disposal of excess material, geotextile separator fabric, underdrain piping, subbase course, aggregate base course, HMA paving, pavement marking, fencing, topsoiling, seeding, mulching, and other items of related construction.

Advisory circulars, manuals, guides, and specifications applicable to this PROJECT shall be those approved and adopted by the FAA and in effect on the effective date of this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the FAA during the course of this CONTRACT.

PHASE 1 – PLANNING AND CONCEPTUAL DESIGN

The consultant will complete its evaluation for the PROJECT through contacts with local authorities and review of the Grant Pre-Application, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project and ensure competitive construction bids.

Activities include:

1. Coordination with airport operations, facilities, and maintenance to minimize impacts in day-to-day operations of the users.
2. Coordination with the City Engineer for required survey information. The project shall be surveyed utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the most current version of AC 150/5300-16 General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control. Location of any utilities shall also be delineated.
3. Assist with replat of the existing Right of Way (R.O.W), new R.O.W easements, and utility relocation within the new R.O.W.
4. Prepare the necessary environmental documentation in accordance with FAA Order 1050.1F, Environmental Impacts: Policies and Procedures and FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions. The sketch will include construction impacts to the airport including staging area, access road, and other related items.
5. Prepare a preliminary estimate of probable construction costs and schematic design for each element of the project following the recommended outline of the Engineer's Design Report. The report will include the DBE goals per the Airport's DBE plan.

PHASE 2 - PRELIMINARY DESIGN ENGINEERING PHASE

1. Evaluate local conditions, including but not limited to: local material suppliers, sources, and capabilities.
2. Develop an agenda and preside over pre-design meeting to discuss project with the Airport Sponsor (Watertown Regional Airport) and airport users.
3. Review and evaluate project layout.

a. Verify master plan dimensions and data following guidance from the most current version of AC 150/5070-6 Airport Master Plans

b. Review findings and recommendations with airport personnel.

4. Complete necessary topography and site surveying, including establishment of project control points.
5. Determine aircraft usage through coordination with Airport staff and information furnished by the sponsor. Design the pavements to meet the anticipated aircraft traffic through utilization of the FAA software FAARFIELD following guidance from the most current version of AC 150/5320-6 for pavement design.
6. Prepare an overall construction safety phasing plan (CSPP) in order to maximize project constructability and minimize interference with airport operations following the FAA checklist that conforms to the most current version of AC 150/5370-2 Operational Safety on Airports During Construction. It is anticipated that the CSPP shall be submitted 60 days prior to the 90% plan set.
7. Complete a preliminary plan and profile design for the PROJECT.
8. Complete a preliminary storm water pollution prevention plan (SWPPP).
9. Provide recommendations for construction phasing to the sponsor for their review following the most recent version of AC 150/5370-2 Operational Safety on Airport During Construction. Access roads, staging area, and construction limits will be shown on the CSPP.
10. Complete estimates of probable construction costs for the recommended alternatives.
11. Provide electronic sets of review documents and printed copies upon request.
12. Complete the preliminary design report following the outline for the Engineer's Design Report including:
    a. General scope of the project including photographs of the existing site.
    b. Consideration for Airport Operational Safety (AC 150/5370-2).
    c. Drainage design analysis (AC 150/5320-5).
    d. Pavement section design and analysis (AC 150/5320-6).
    e. Estimates of probable construction costs.
    f. Final summary and recommendations to meet FAA design standards of the PROJECT.
    g. Phasing and scheduling recommendations (AC 150/5370-2).
13. Solicit comments on preliminary design from airport personnel and the FAA.

PHASE 3 - FINAL DESIGN

In the final design phase, the consultant will provide well-defined construction requirements, with selected bid alternatives as appropriate to provide a basis for competitive construction bids. Construction schedules will be closely coordinated to strive for the best possible weather conditions and the least possible interference with airport operations. Assist the airport with the advertisement, notification of local airport users, and complete the final construction contract documents for the project. The following outline describes in greater detail the tasks and products.

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Submit an Engineering Design Report for FAA Review.
3. Provide and submit final design drawings, specifications, and final estimate of probable construction costs and schedule for the project following the FAA Review of Construction Plans and Specifications for AIP funded Projects Standard Operating Procedure (SOP).

4. Develop specifications using the most recent version of Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports, as amended, and utilize standard provisions supplied by the sponsor.
5. Develop a CSPP in accordance with the most recent version of AC 150/5370-2, Operational Safety on Airports During Construction.
6. Design all improvements in accordance with FAA standards and guidelines or in accordance with approved Modifications to Standards following FAA Order 5300.1.
7. Coordinate the design of the project with existing and ultimate grades established at adjacent areas.
8. Provide for all required design of utilities and services within the area defined in the preliminary design.
9. Complete the SWPPP for sponsor's review, signature and submittal.
10. Complete final quantity calculations.
11. Solicit sponsor and FAA review and approval.
12. A Documented CATEX (DCE) will be completed for the PROJECT.
13. Provide 5 sets of contract documents.
14. After the bid opening, assist the City Engineer with preparation of the FAA grant application.
15. The following project schedule will be utilized unless otherwise approved by the sponsor: Existing aircraft operation areas may need to be closed for a portion of the project while connecting to the existing runway, taxiway, and grading the taxiway safety area. A detailed CSPP will be developed to provide minimal closures to areas of operation provided it is safe for both aircraft and construction personnel. The CSPP will utilize techniques provided in the most recent version of Advisory Circular 150/5370-2, Operational Safety on Airports During Construction to separate construction personnel from aircraft operations.
16. The consultant will evaluate the feasibility of this budget and keep the sponsor apprised during each phase of the design. The consultant will advise the sponsor as to options available for reducing construction costs to stay within the budget, if it appears that it is likely estimated bid prices will exceed this budget.

<u>The design schedule is anticipated to be as follows:</u>

FAA Scope Approval – May 2024

SDDOT Authorization of Consultant Contract – May 2024

Sponsor Contract Execution – June 2024

Start Design – June 2024

50 Percent Design Review – August 2024

CSPP Submittal and Part 77 submittal – November 2024

Complete Design, Submit Estimates, Plans and Specs for Review – December 2024

Advertise for Bids – TBD

Open Bids – TBD

Prepare Award Memo and FAA Grant Application – TBD

Award Construction Contract – TBD

Construction Contract Executed – TBD

Construction Notice to Proceed – TBD

Complete Project – TBD

A FUTURE GRANT/AMENDMENT WILL INCLUDE THE FOLLOWING:

PHASE 4 - BIDDING & CONSTRUCTION SERVICES

During the bidding and construction phases of the project, the consultant will assist the sponsor with solicitation of bids, and will monitor construction and document progress for quality and cost. The consultant will also review contractor payment requests, complete necessary quality assurance testing, establish necessary survey control, continually inform the sponsor on project progress and problems, conduct the final project inspection, and complete the associated certification.

BIDDING

1. Assist the City Engineer in advertising and obtaining bids and interpretation of project requirements.
2. Maintain a record of prospective bidders to whom bidding documents have been issued.
3. Issue addenda as appropriate to interpret, clarify, expand, or amend the bidding documents.
4. Assist the City Engineer in determining the qualifications and acceptability of prospective contractors, subcontractors, and material suppliers.
5. Advise the airport on the acceptability of alternative materials and equipment proposed by the prospective constructors when substitution prior to the award of contracts is allowed by the bidding documents.
6. Attend the bid opening, prepare bid tabulation, and assist the City Engineer in evaluating bids or proposals and in assembling and awarding contracts for construction, and post bid tab to Helms & Associates website.
7. Solicit and review bonds, insurance certificates, construction contract, etc.

CONSTRUCTION SERVICES

Anticipated Timeline and Personnel:

The construction start of this project is to be determined. The Engineer anticipates approximately 5 weeks of construction and intend to staff the project (10 hours per week) with an on-site engineer and 5 weeks (60 hours per week) with a technician to assist. Helms and Associates will provide or solicit all soil and aggregate testing (earthwork, recycled, base course) and all construction staking (initial grade stakes, subgrade blue-tops, subbase blue-tops, base course blue-tops, paving hubs, and storm drainage) upon approval of the modification to standards to General Provision 50-07 submittal for the project.

A list of anticipated tasks is attached. We are assuming bi-weekly construction meetings for the duration of the project, along with, two additional City Council/Airport Board meetings.

1. Prepare the agenda and preside over preconstruction conference.
2. Establish horizontal and vertical control and layout of the work by a State Licensed Land Surveyor. All lines, grades, and measurements from control points necessary for the proper execution and control of the work will be provided.
3. Review of all submittals, laboratory reports, and shop drawings on materials and equipment.
4. Provide services of a full-time resident project representative, and support staff as required, to monitor and document construction progress, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc.

5. Provide technical assistance and recommendations to the sponsor during construction. Issue any instructions from the sponsor to the contractors.
6. Prepare change orders and supplemental agreement, if required.
7. Prepare and submit observation reports.
8. Prepare and confirm monthly payment request.
9. Conduct or assist in soliciting all necessary quality assurance testing and monitor the contractor's quality control testing.
10. Conduct and document periodic wage rate interviews and DBE reports, if necessary.
11. Conduct a final project inspection with airport personnel, the FAA, and the contractor.
12. Prepare as-constructed drawings from information furnished by the contractor.
13. Survey & submit the as-built information into the Airport Data and Information Portal, as applicable.
14. Include submittal of required closeout documentation, including necessary testing results, if applicable.

City Council

Agenda Item

Subject: Application for a Special Event Malt Beverage Retailer's License & Special Event Retail Wine License to Watertown Area Chamber of Commerce d/b/a Watertown Area Chamber of Commerce for Cookin' on Kampeska, 1 East Kemp Ave, Portion of the north 40 rods of Government Lot 1, of Fractional Section 22-117N-53W, which is west of a line which begins at a point 450' west of the northeast corner of section 22 and is on the north section line of section 22, and ends at a point 625' west of the east section line of section 22 and is on a line which is 40 rods south of the north section line of section 22 from 6:00 PM on Thursday, July 18th to 11:59 PM on Saturday, July 20th, 2024.

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
Fees of $350 and proof of insurance has been provided for this special event license. Notice of Hearing was published on 05/11/2024.

FINANCIAL CONSIDERATIONS:
There are no major financial considerations for this item.

STAFF RECOMMENDATION / SUGGESTED MOTION:
I move to approve the application for a Special Event Malt Beverage Retailer's License & Special Event Retail Wine License to Watertown Area Chamber of Commerce d/b/a Watertown Area Chamber of Commerce for Cookin' on Kampeska, 1 East Kemp Ave, Portion of the north 40 rods of Government Lot 1, of Fractional Section 22-117N-53W, which is west of a line which begins at a point 450' west of the northeast corner of section 22 and is on the north section line of section 22, and ends at a point 625' west of the east section line of section 22 and is on a line which is 40 rods south of the north section line of section 22 from 6:00 PM on Thursday, July 18th to 11:59 PM on Saturday, July 20th, 2024.

ATTACHMENT(S):
Cookin on Kampeska

CITY OF WATERTOWN
FINANCE DEPARTMENT

Special Event & Weekly Seasonal Event Alcohol Beverage License Application

1. License Type(s) Requested Special Event Beer + Wine

☒	Special Malt Beverage Retailers License
☒	Specail On-Sale Wine Retailers License
☐	Special On-Sale License
☐	Special Off-Sale Package Wine Dealers License
☐	Special Off-Sale Package Wine Dealers License – Donated Beverages
☐	Special Off-Sale Package Malt Beverage Dealers License – Donated Beverages
☐	Special Off-Sale Package Dealers License – Donated Beverages

2. Name and Description of Special Event Special Event Cookin on Kampeska
Beer + wine license for July 18th - 20th 2024.

3. Event Date(s) and times: July 18th to 20th 2024.
July 18th 6:00PM-11:00PM; July 19th 4:00PM-11:59PM; July 20th 10:00AM to 11:59PM
(Licenses can be issued for a period of time to be established by the Council for a duration of a special event, but not to exceed fifteen (15) consecutive days)

4. Describe Event Location: Stokes City Park Watertown SD 57201
Event Address: 90 S. Lake Drive Watertown SD 57201

5. Event Applicant and Applicant Address: Watertown Chamber of Commerce
1 E Kemp Ave Watertown SD 57201

To apply for a Special Event License, you must be one of the following (please check one)

☒	Civic
☐	Charitable
☐	Educational
☐	Fraternal
☐	Veterans Organization
☐	Existing On-Off Sale Malt Beverage Licensee
☐	Existing On-Off Sale Wine Licensee
☐	Existing On-Sale Liquor Licensee

6. Event Coordinator's Name Ashley Johnson
Email: ashley@watertownsd.com
Business Ph# 605-886-5814

7. Name of Entity Serving Alcohol *(if not applicant)*: _____

8. Method of alcohol consumption:

☒	Sold and consumed on site
☐	Sold/Auctioned and consumed off site *-for example, a winery basket at a silent auction*

9. Estimated number of Participants _____
   Estimated number of Minors Ø

   Method in which applicants plan to prevent underage consumption: ID check and wristbands at the beginning of the event.

   ***Thursday Night Live Applicants must use wrist bands as method to prevent underage consumption**

10. For outdoor events, please submit a drawing illustration of the event area, including stage/platforms, alcohol serving area(s), food serving facilities, garbage collection receptacles, restroom facilities and other amenities.

11. Post-event clean-up is required prior to vacating the area.

12. **Insurance Requirements**: Per City Ordinance, licensees shall maintain liability insurance in an amount of not less than One Million Dollars ($1,000,000) for bodily injury, death, disability, and property damage liability during the time the special alcoholic beverage license is in effect. **Licensee shall also maintain Liquor Liability insurance with a limit of not less than One Million Dollars ($1,000,000) for each occurrence, and if such insurance contains a general aggregate limit, the general aggregate limit shall apply separately or be no less than two times the occurrence limit.** The City shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the special alcoholic beverage license during the time such license is in effect. The licensee must also agree to indemnify and hold the City of Watertown, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of the alleged negligence of the applicant and/or that is in any way connected or associated with the event(s) for which any special alcoholic beverage license is issued which do not solely arise from errors or omissions of the City of Watertown, its officers, agents, or employees. Please submit proof of insurance with your application.

13. **Fee:** For Special Event Alcoholic Beverage Licenses, a fee of $300 is required. For Special Weekly Seasonal Alcoholic Beverage Licenses, the fee is $50/per day of event at one lcoation. If applicable, a $40 notice of public hearing fee must also be submitted by separate check. Fees are to be made payable to the City of Watertown and must be submitted with your application.

14. **Legal Notice:** For certain applicants, the City of Watertown is required by South Dakota state law to publish a legal notice in the local newspaper at least 7 days prior to City Council action. In order to make publication deadlines, we need your completed application at least 20 days prior to the City Council meeting.

15. Public Hearing & Council Action: A public hearing and City Council action is required on all special event alcohol licenses in which the applicant does not hold an existing alcoholic beverage license.

    A public hearing *is not* required if the applicant holds an existing alcoholic beverage license per SDCL 35-4-124. City Council action is required, however.

    The Watertown City Council meets the first and third Monday of each month. This application will be scheduled only after all required documents are submited to the Records & Licensing Manager and internal approvals are completed.

16. Miscellaneous Information for City Council Review:

    _____
    _____
    _____
    _____

17. Certificate: The undersigned applicant certifies under the penalties of perjury that all statements provided herin are true and correct; that the said applicant complies with all requiements for the Special Event Alcohol License in the City of Watertown, SD.

    _____ 4.4.24
    Signature Date

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

To Be Completed by Records & Licensing Manager:

1. Notice of public hearing was published on May 11, 2024 in the Watertown Public Opinion.
2. Public Hearing and/or Council action was held on May 20, 2024.
   The Watertown City Council took action to
   _____ Approve
   _____ Disapprove license due to _____.

3. The following restrictions were imposed: _____
   _____
   _____.

4. Receipt Number _____

5. Special Event License Number _____

6. Mailed to applicant on _____.

7. Signature of City Manager: _____ Date _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/25/2024

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 Kinsman Agency PO Box 1415 Watertown SD 57201	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 605-886-4911 **FAX (A/C, No):** 605-886-2796 **E-MAIL ADDRESS:** Watertown@fischerrounds.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Auto-Owners Insurance Company / 18988
INSURED WATEARE-06 Watertown Area Chamber of Commerce 1 East Kemp P.O. Box 1113 Watertown SD 57201	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2010684405 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			77404791	4/28/2024	4/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			4840479100	4/28/2024	4/28/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		A106588860	4/28/2024	4/28/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Liquor Liability			77404791	4/28/2024	4/28/2025	Aggregate Each Claim Cause	1,000,000 1,000,000

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

CERTIFICATE HOLDER

Proof of Insurance ONLY
Contact 605-886-4361 to be added as a holder.
Watertown SD 57201

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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City Council

Agenda Item

Subject: Second Reading of Ordinance No. 24-04, a Zoning Text Amendment to Chapter 25.06 Locations and Special Use Provisions for Medical Cannabis Establishments for Fencing Requirements of the Revised Ordinances of the City of Watertown.

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

An application was submitted by RBCXG, LLC, for an amendment to the fence requirement for properties with a medical cannabis facility conducting uses such as cultivation, manufacturing, and testing. Currently, the ordinance requires that the perimeter of the property shall be fenced with a minimum of a six (6) foot high, solid fence and security access gates, in accordance with Chapter 21.61, for medical cannabis uses. Medical cannabis uses are only allowed in the I-1 and I-2 Districts. I-1 and I-2 have lot size requirements of a minimum of 30,000 square feet (SF) and 220,000 SF, which would require a minimum of 800 linear feet (LF) of fencing, even if only a portion of the property is used for medical cannabis use. South Dakota Legislature has Administrative Rules on security for properties with medical cannabis uses that specifically cover fences and gates. Attached is 44:90:05:06 for reference.

This ordinance amendment would eliminate the need to fence the entire property and would follow State guidelines and policies as required, regardless of the licensing of medical cannabis facilities. Fences and gates are referenced by an Administrative Rule in statute for any cultivation facility being used for the use of cultivating, processing, or storing cannabis **outdoors or in a greenhouse** or other structurethat does not meet all security requirements for buildings must secure such cultivation areas with fencing and gates that:

1. Are secure and undamaged;
2. Are at least six feet high;
3. Obscure, or have a cover that obscures regulated activities from being readily viewed from outside of the fenced-in area

This aligns with both city ordinance and state regulations, which require all security measures to meet state statutes in Chapter 34-20G, through whom the license is issued. The interior and exterior of the building must be monitored and alarmed at all times, making the fence an additional but not necessary security measure.

The applicant submitted research from Beadle County, City of Brandon, Lincoln County, City of Rapid City, and City of Vermillion in which perimeter fences are not required and security measures are as required by state statutes.

City staff research confirms that other municipalities, such as the City of Brookings, require such uses to operate inside a completely enclosed building by ordinance, but no perimeter fence is required. The City of Aberdeen does require a screening and security fencing plan to be submitted but doesn't

specify if it is required once all state security measures are met. Also, the City of Pierre and the City of Sioux Falls appear to only follow state statutes with no higher standard specific to perimeter fencing.

The Plan Commission recommended approval to the City Council unanimously (6-0) at the April 18, 2024, meeting.

FINANCIAL CONSIDERATIONS:

N/A

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, ACM/PWD
Brandi Hanten, CDM

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of the proposed ordinance amendment:

I move to approve Ordinance No. 24-04, a Zoning Text Amendment to Chapter 25.06 Locations and Special Use Provisions for Medical Cannabis Establishments for Fencing Requirements of the Revised Ordinances of the City of Watertown.

ATTACHMENT(S):

Application
Administrative Rule
Illustration
Ordinance No. 24-04

City of Watertown, SD

4/15/2024

ZT-24-1

Ordinance Text Amendment

Status: Active

Submitted On: 4/3/2024

Primary Location

No location

Applicant

Robert West
605-881-5481
dispensaryofwatertown@gmail.com
2635 10th Ave SE
Watertown, SD 57201

Applicant Information

I the applicant am the...*

Project Agent

Applicant Information

Name*

Robert

Phone Number*

6058815481

Email Address*

rbcxgllc@gmail.com

Mailing Address*

2635 10th Ave SE

City*

Watertown

State*

SD

Zip*

57201

Text Amendment Information

This text amendment amends which Title of Ordinance?

Title 21 Zoning

What is the Chapter/Section this text amendment proposes to change?*

25:0602:3 & 25:0604:3

Current ordinance language*

Perimeter of the property shall be fenced with minimum of a six (6) foot high solid fence and security access gates, in accordance with Chapter 21.61.

Proposed ordinance language*

Any cultivation facility cultivating, processing, or storing cannabis outdoors or in greenhouses or other structures that do not meet all security requirements for buildings must secure the perimeter of the property with solid fences, a minimum of a six (6) foot high and security access gates, in accordance with chapter 21.61.

Reason(s) for proposed amendment

The current ordinance requires a fence for all cultivation and manufacturing facilities, including indoor cultivation and manufacturing facilities. The ordinance requirement for a fence surrounding a secure, indoor facilitiy is inconsistent with SDAR 44:90:05:06. Our proposed amendment makes Watertown city ordinance consistent with South Dakota administrative rules.

Zoning District this amendment impacts*

I-1 Light Industrial District

Include any additional justification for ordinance amendment

Requiring a fence around a secured & monitored indoor facility is unneccessary for the sake of security. The interior and exterior of the building are required to be monitored and alarmed at all times, which makes a fence unnecessary. The entrances of the building are locked, secured and monitored at all times to prevent access to anyone who is not an employee, state agent, or law enforcement officer. Requiring this fence would place an undue financial burden on the business. Requiring this fence would also make snow removal very difficult.

Applicant Signature

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

Applicant Signature*

Robert West
Apr 3, 2024

44:90:05:06. Fences and gates. Any cultivation facility cultivating, processing, or storing cannabis outdoors or in greenhouses or other structures that do not meet all security requirements for buildings must secure such cultivation areas with fencing and gates that:

(1) Are secure and undamaged;
(2) Are at least six feet high; and
(3) Obscure, or have a cover that obscures, regulated activities from being readily viewed from outside of the fenced-in area.

Source: 48 SDR 40, effective October 5, 2021.
General Authority: SDCL 34-20G-72(5)(c).
Law Implemented: SDCL 34-20G-64, 34-20G-65, 34-20G-72(5).

FOR ILLUSTRATION PURPOSES ONLY

ORDINANCE NO. 24-04

AN ORDINANCE AMENDING CHAPTER 25.0602 CANNABIS CULTIVATION FACILITY, CHAPTER 25.0603 CANNABIS TESTING FACILITY, AND CHAPTER 25.0604 CANNABIS PORDUCT MANUFACTURING FACILITY OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN

BE IT ORDAINED by the City of Watertown, South Dakota, that Chapter 25.06 of the Revised Ordinances of the City of Watertown be amended for the provisions related to fencing requirements for such medical cannabis facilities to conform to State Administrative Rule 44:90:05:06 as follows:

Chapter 25.06
LOCATIONS AND SPECIAL USE PROVISIONS FOR MEDICAL CANNABIS ESTABLISHEMENTS

Section

25.0601 Medical Cannabis Dispensary
25.0602 Cannabis Cultivation Facility
25.0603 Cannabis Testing Facility
25.0604 Cannabis Product Manufacturing Facility

25.0602: CANNABIS CULTIVATION FACILITY (back to Chapter contents)

(a) Permitted Special Use in the I-1 Light Industrial and I-2 Heavy Industrial District as referenced in Chapter 21. The special use provisions are as follows:

1. All cultivation operations shall be within a completely enclosed structure on a permanent foundation or secured greenhouse facility.

~~1.~~2. Any cultivation facility cultivating, processing, or storing cannabis outdoors or in greenhouses or other structures that do not meet all security requirements must secure such cultivation areas with fencing and gates in accordance with state administrative rule 44:90:05:06.

~~2.~~3. Security measures shall be installed as required by state regulations.

~~3. Perimeter of the property shall be fenced with minimum of a six (6) foot high solid fence and security access gates, in accordance with Chapter 21.61.~~

4. Permanent or temporary cultivation facilities are prohibited in all other zoning districts.

5. Shall provide for proper disposal of cannabis remnants and/or by-products and shall not place waste items in exterior refuse containers.

6. Shall not be located within 500 feet of a residential district, as measured from the closest point of the property line from the lot line of the property where the cultivation facility is proposed.

(b) General Provisions and Performance Standards for Cannabis Cultivation Facilities:

1. Shall provide for proper disposal of cannabis remnants and/or by-products and shall not place waste items in exterior refuse containers.

2. Shall provide for a ventilation and filtration system designed to ensure that odors from the cultivation facility are not detectable at the property line. Ventilation and filtration systems shall meet the standards set forth by the State of South Dakota.

Source: (Ord 21-34; Eff 9-25-21)

25.0603: CANNABIS TESTING FACILITY (back to Chapter contents)

(a) Permitted Special Use in the I-1 Light Industrial and I-2 Heavy Industrial District as referenced in Chapter 21. The special use provisions are as follows:

1. All testing operations shall be within a completely enclosed structure on a permanent foundation.
2. Security measures shall be installed as required by state regulations.
3. ~~Perimeter of the property shall be fenced with minimum of a six (6) foot high solid fence and security access gates, in accordance with Chapter 21.61.~~
4.3. Permanent or temporary testing facilities are prohibited in all other zoning districts.
5.4. Shall not be located within 300 feet of a residential district, as measured from the closest point of the property line from the lot line of the property where the testing facility is proposed.

(b) General Provisions and Performance Standards for Cannabis Testing Facilities:

1. Shall provide for proper disposal of cannabis remnants and/or by-products and shall not place waste items in exterior refuse containers.
2. Shall provide for a ventilation and filtration system designed to ensure that odors from the testing facility are not detectable at the property line

Source: (Ord 21-34; Eff 9-25-21)

25.0604: CANNABIS PRODUCT MANUFACTURING FACILITY (back to Chapter contents)

(a) Permitted Special Use in the I-1 Light Industrial and I-2 Heavy Industrial District as referenced in Chapter 21. The special use provisions are as follows:

1. All manufacturing operations shall be within a completely enclosed structure on a permanent foundation.
2. Security measures shall be installed as required by state regulations.
3. ~~Perimeter of the property shall be fenced with minimum of a six (6) foot high solid fence and security access gates, in accordance with Chapter 21.61.~~
4.3. Permanent or temporary manufacturing facilities are prohibited in all other zoning districts.
5.4. Shall not be located within 1,000 feet of a residential district as measured from the closest point of the property line from the lot line of the property where the manufacturing facility is proposed.

(b) General Provisions and Performance Standards for Manufacturing Facilities:

1. Shall provide for proper disposal of cannabis remnants and/or by-products and shall not place waste items in exterior refuse containers.
2. Shall provide for a ventilation and filtration system designed to ensure that odors from the manufacturing facility are not detectable at the property line.
3. Extraction processes utilizing flammable liquefied gas shall not be located in any building containing Group A, E, I, or R occupancies as defined by the International Building Code.
4. Exit doors from extraction rooms shall swing in the direction of egress and be self-closing. Panic hardware shall be provided on door and where latching door hardware is provided panic hardware shall also be provided.
5. Extraction rooms, booths, or hoods, including ductwork where required for hazardous exhaust systems shall be protected by an approved automatic fire extinguishing system.
6. An approved exhaust system and gas detection system shall be installed as approved by the Building Official.

Source: (Ord 21-34; Eff 9-25-21)

ORDINANCE NO. 24-04

AN ORDINANCE AMENDING CHAPTER 25.0602 CANNABIS CULTIVATION FACILITY, CHAPTER 25.0603 CANNABIS TESTING FACILITY, AND CHAPTER 25.0604 CANNABIS PORDUCT MANUFACTURING FACILITY OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN

BE IT ORDAINED by the City of Watertown, South Dakota, that Chapter 25.06 of the Revised Ordinances of the City of Watertown be amended for the provisions related to fencing requirements for such medical cannabis facilities to conform to State Administrative Rule 44:90:05:06 as follows:

Chapter 25.06
LOCATIONS AND SPECIAL USE PROVISIONS FOR MEDICAL CANNABIS ESTABLISHEMENTS

Section

25.0601 Medical Cannabis Dispensary
25.0602 Cannabis Cultivation Facility
25.0603 Cannabis Testing Facility
25.0604 Cannabis Product Manufacturing Facility

25.0602: CANNABIS CULTIVATION FACILITY (back to Chapter contents)

(a) Permitted Special Use in the I-1 Light Industrial and I-2 Heavy Industrial District as referenced in Chapter 21. The special use provisions are as follows:

1. All cultivation operations shall be within a completely enclosed structure on a permanent foundation or secured greenhouse facility.
2. Any cultivation facility cultivating, processing, or storing cannabis outdoors or in greenhouses or other structures that do not meet all security requirements must secure such cultivation areas with fencing and gates in accordance with state administrative rule 44:90:05:06.
3. Security measures shall be installed as required by state regulations.
4. Permanent or temporary cultivation facilities are prohibited in all other zoning districts.
5. Shall provide for proper disposal of cannabis remnants and/or by-products and shall not place waste items in exterior refuse containers.
6. Shall not be located within 500 feet of a residential district, as measured from the closest point of the property line from the lot line of the property where the cultivation facility is proposed.

(b) General Provisions and Performance Standards for Cannabis Cultivation Facilities:

1. Shall provide for proper disposal of cannabis remnants and/or by-products and shall not place waste items in exterior refuse containers.
2. Shall provide for a ventilation and filtration system designed to ensure that odors from the cultivation facility are not detectable at the property line. Ventilation and filtration systems shall meet the standards set forth by the State of South Dakota.

Source: (Ord 21-34; Eff 9-25-21)

25.0603: CANNABIS TESTING FACILITY (back to Chapter contents)

(a) Permitted Special Use in the I-1 Light Industrial and I-2 Heavy Industrial District as referenced in Chapter 21. The special use provisions are as follows:

1. All testing operations shall be within a completely enclosed structure on a permanent foundation.

2. Security measures shall be installed as required by state regulations.
3. Permanent or temporary testing facilities are prohibited in all other zoning districts.
4. Shall not be located within 300 feet of a residential district, as measured from the closest point of the property line from the lot line of the property where the testing facility is proposed.

(b) General Provisions and Performance Standards for Cannabis Testing Facilities:

1. Shall provide for proper disposal of cannabis remnants and/or by-products and shall not place waste items in exterior refuse containers.
2. Shall provide for a ventilation and filtration system designed to ensure that odors from the testing facility are not detectable at the property line

Source: (Ord 21-34; Eff 9-25-21)

25.0604: CANNABIS PRODUCT MANUFACTURING FACILITY (back to Chapter contents)

(a) Permitted Special Use in the I-1 Light Industrial and I-2 Heavy Industrial District as referenced in Chapter 21. The special use provisions are as follows:

1. All manufacturing operations shall be within a completely enclosed structure on a permanent foundation.
2. Security measures shall be installed as required by state regulations.
3. Permanent or temporary manufacturing facilities are prohibited in all other zoning districts.
4. Shall not be located within 1,000 feet of a residential district as measured from the closest point of the property line from the lot line of the property where the manufacturing facility is proposed.

(b) General Provisions and Performance Standards for Manufacturing Facilities:

1. Shall provide for proper disposal of cannabis remnants and/or by-products and shall not place waste items in exterior refuse containers.
2. Shall provide for a ventilation and filtration system designed to ensure that odors from the manufacturing facility are not detectable at the property line.
3. Extraction processes utilizing flammable liquefied gas shall not be located in any building containing Group A, E, I, or R occupancies as defined by the International Building Code.
4. Exit doors from extraction rooms shall swing in the direction of egress and be self-closing. Panic hardware shall be provided on door and where latching door hardware is provided panic hardware shall also be provided.
5. Extraction rooms, booths, or hoods, including ductwork where required for hazardous exhaust systems shall be protected by an approved automatic fire extinguishing system.
6. An approved exhaust system and gas detection system shall be installed as approved by the Building Official.

Source: (Ord 21-34; Eff 9-25-21)

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

I certify that Ordinance No. 24-04 was published in the Watertown Public Opinion, the official newspaper of said City, on the ___ day of _____, 2024.

Kristen Bobzien, Chief Financial Officer

First Reading: May 6, 2024
Second Reading: May 20, 2024

Published: May 11, 2024
Effective: May 31, 2024

City of Watertown

Attest:

_____
Reid Holien
Mayor

_____
Kristen Bobzien
Chief Financial Officer

City Council

Agenda Item

Subject: Second Reading of Ordinance 24-05 Amending Section 2.0118.2 Regarding Special Alcoholic Beverage Licenses in Conjunction with Special Events.

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
The current City Ordinance limits Special Event Licenses to a period not to exceed 15 consecutive days. Therefore, alcohol vendors who applied to serve at Thursday Night Live during the 2024 summer could only apply for 3 events at a time. This Ordinance amendment removes this restriction for those applying for Weekly Seasonal Special Event Licenses, allowing vendors to apply for all Thursday Night Live events under one application (if desired).

FINANCIAL CONSIDERATIONS:
There are no financial considerations for this item as there are no changes to fees associated with Special Events.

STAFF RECOMMENDATION / SUGGESTED MOTION:
I move to approve Ordinance 24-05 Amending Section 2.0118.2 Regarding Special Alcoholic Beverage Licenses in Conjunction with Special Events.

ATTACHMENT(S):
Ord 24-05 Special Alcoholic Beverage Licenses
Title 2.0118

ORDINANCE NO. 24-05

AN ORDINANCE REVISING CERTAIN PROVISIONS OF CHAPTER 2.01 OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN REGARDING SPECIAL ALCOHOLIC BEVERAGE LICENSES IN CONJUNCTION WITH SPECIAL EVENTS

BE IT ORDAINED by the City of Watertown, South Dakota, that Section 2.0118, Special Alcoholic Beverage Licenses in Conjunction with Special Events, of Title 2 – Alcoholic Beverages, of the Revised Ordinances of the City of Watertown be amended as follows:

BE IT FURTHER ORDAINED by the City of Watertown, South Dakota, that Section 2.0118.2 of the Revised Ordinances of the City of Watertown be amended as follows in its entirety.

2. **Licensing Period. Licenses can be issued for a period of time to be established by the Council for the duration of a special event, but not to exceed fifteen (15) consecutive days.**

    a. The limitation of fifteen (15) consecutive days shall not include licenses for Weekly Seasonal Events in Section 2.0118.9.

BE IT FINALLY ORDAINED that the foregoing revisions to the Revised Ordinances for the City of Watertown shall become effective upon their adoption pursuant to SDCL 9-19-13 as necessary for the immediate preservation of the public peace, health, or safety, or support of the municipality in that vendors are duly licensed and insured for the current ongoing seasonal events.

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

I certify that Ordinance 24-05 was published in the Watertown Public Opinion, the official newspaper of said City, on this ____ day of May, 2024.

First Reading:	May 6, 2024
Second Reading:	May 20, 2024
Published:	May 25, 2024
Effective:	May 20, 2024

ATTEST: CITY OF WATERTOWN

_____ _____

Kristen Bobzien
Chief Financial Officer

Ried Holien
Mayor

2.0118: SPECIAL ALCOHOLIC BEVERAGE LICENSES IN CONJUNCTION WITH SPECIAL EVENTS

1. Authority – Licenses Issued. Pursuant to SDCL § 35-4-124, the City Council is authorized to issue special alcoholic beverage licenses, including any combination of such licenses, for a special event. Issuance and authorization is permitted only to the person or entity and location specified on the application. The following special alcoholic beverage licenses, as they are described in SDCL § 35-4-124, are available for issuance by the City Council:

a. Special Malt Beverage Retailers License;
b. Special On-Sale Wine Retailers License;
c. Special On-Sale License;
d. Special Off-Sale Package Wine Dealers License;
e. Special Off-Sale Package Wine Dealers License – Donated Beverages;
f. Special Off-Sale Package Malt Beverage Dealers License – Donated Beverages; and
g. Special Off-Sale Package Dealers License – Donated Beverages.

2. Licensing Period. Licenses can be issued for a period of time to be established by the Council for the duration of a special event, but not to exceed fifteen (15) consecutive days.

a. The limitation of fifteen (15) consecutive days shall not include licenses for Weekly Seasonal Events in Section 2.0118.9.

3. No public hearing for certain license holders. No public hearing is required if the applicant already holds an on-sale alcoholic beverage license or a retail malt beverage license, and the license is to be used TITLE 2 PAGE 5 OF 10 REVISED ORDINANCES – CITY OF WATERTOWN, SOUTH DAKOTA for a special event held at a publicly-owned facility; but any application for issuance of a special alcoholic beverage license requires Council approval. A public hearing is required for all other applicants.

4. Annual limit on number of special events. No person or entity can be issued special alcoholic beverage licenses for more than four (4) special events within any calendar year.

a. The Annual Limit shall not include licenses for Weekly Seasonal Events in Section 2.0118.9. (Ord 2311; Add 06-20-23)

5. Location; Conditional Use Zoning Permit Not Required. Licenses may be issued for events located on private or public property. Licensees are not required to obtain a conditional use permit for the premises from the Board of Adjustment.

6. Fees. The fee for any special alcoholic beverage license or combination of licenses authorized under this section shall be established by resolution of the City Council and paid at the time of application. (Ord 2311; Rev 06-20-23)

7. Insurance. Licensees shall maintain liability insurance in an amount of not less than One Million Dollars ($1,000,000) for bodily injury, death, disability, and property damage liability during the time the special alcoholic beverage license is in effect. Licensee shall also maintain Liquor Liability insurance with a limit of not less than One Million Dollars ($1,000,000) for each occurrence, and if such insurance contains a general aggregate limit, the general aggregate limit shall apply separately or be no less than

two times the occurrence limit. The City shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the special alcoholic beverage license during the time such license is in effect. The licensee must also agree to indemnify and hold the City of Watertown, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of the alleged negligence of the applicant and/or that is in any way connected or associated with the event(s) for which any special alcoholic beverage license is issued which do not solely arise from errors or omissions of the City of Watertown, its officers, agents, or employees.

8. Revocation by the City. Any and all special alcoholic beverage licenses may be revoked by the City Manager, Police Chief, or their designees without notice. Any revocation is not subject to appeal and the license fee is non-refundable.

9. Weekly Seasonal Events. Any person or entity can apply for a special alcoholic beverage license for a weekly seasonal event held by a civil, charitable, educational, fraternal, or veterans organization on publicly-owned property consisting of a minimum of one day each week for four (4) consecutive weeks and not exceeding twelve (12) weeks at one location. (Ord 23-11; Rev 06-20-23)

Source: (Ord. 16-17; Add. 10-14-16) (Ord 18-21; Rev 11-10-18) (Ord 20-44; Rev 1-1-21) (Ord 21-14; Rev 6-1121) (Ord 23-11; Rev 06-20-23) TITLE 2 PAGE 6 OF 10

City Council

Agenda Item

Subject: Application for a Weekly Seasonal Event Retail On-Sale License to The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for Thursday Night Live, 225 E Kemp, Downtown Plaza and that portion of Kemp Ave adjacent to Downtown Plaza for the duration of the 2024 Thursday Night Live Season.

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
Payment and proof of insurance has been provided for this weekly seasonal event license. According to SDCL 35-4-124, no public hearing is required for these licenses if the person applying for the license holds an on-sale alcoholic beverage license in the municipality.

Applicant is applying for the below dates/times:
Thursday, May 30, 2024 from 4:00 PM to 11:00 PM
Thursday, June 6, 2024 from 4:00 PM to 11:00 PM
Thursday, June 13, 2024 from 4:00 PM to 11:00 PM
Thursday, June 20, 2024 from 4:00 PM to 11:00 PM
Thursday, June 27, 2024 from 4:00 PM to 11:00 PM
Thursday, July 11, 2024 from 4:00 PM to 11:00 PM
Thursday, July 25, 2024 from 4:00 PM to 11:00 PM
Thursday, August 1, 2024 from 4:00 PM to 11:00 PM
Thursday, August 8, 2024 from 4:00 PM to 11:00 PM
Thursday, August 15, 2024 from 4:00 PM to 11:00 PM
Thursday, August 22, 2024 from 4:00 PM to 11:00 PM

FINANCIAL CONSIDERATIONS:
The applicant has applied for ten Weekly Season Special Event licenses and has paid licensing fees of $550 to the City of Watertown.

STAFF RECOMMENDATION / SUGGESTED MOTION:
I move to approve the Weekly Seasonal Event Retail On-Sale License to The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for Thursday Night Live, 225 E Kemp, Downtown Plaza and that portion of Kemp Ave adjacent to Downtown Plaza for the duration of the 2024 Thursday Night Live Season.

ATTACHMENT(S):

Dempsey's TNL Application

CITY OF
WATERTOWN
FINANCE DEPARTMENT

Special Event & Weekly Seasonal Event Alcohol Beverage License Application

1. License Type(s) Requested

☐	Special Malt Beverage Retailers License
☐	Specail On-Sale Wine Retailers License
☒	Special On-Sale License
☐	Special Off-Sale Package Wine Dealers License
☐	Special Off-Sale Package Wine Dealers License – Donated Beverages
☐	Special Off-Sale Package Malt Beverage Dealers License – Donated Beverages
☐	Special Off-Sale Package Dealers License – Donated Beverages

2. Name and Description of Special Event: Thursday Night Live - downtown live music

3. Event Date(s) and times: May 30, 2024, June 6, 2024, June 13, 2024, June 20, 2024, June 27, 2024, July 11, 2024, July 25, 2024, Aug 1, 2024, Aug. 8, 2024, Aug. 15, 2024 + Aug 22, 2024 4PM-11PM all dates
(Licenses can be issued for a period of time to be established by the Council for a duration of a special event, but not to exceed fifteen (15) consecutive days)

4. Describe Event Location: Foundation Plaza Park
Event Address: _____

5. Event Applicant and Applicant Address: Dempsey's Brewery, pub, + restaurant 127 N. Broadway Watertown, SD 57201

To apply for a Special Event License, you must be one of the following (please check one)
- If Civic, Charitable, Educational or Fraternal: please provide copy of 501(c)(3).

☐	Civic
☐	Charitable
☐	Educational
☐	Fraternal
☐	Veterans Organization
☐	Existing On-Off Sale Malt Beverage Licensee
☐	Existing On-Off Sale Wine Licensee
☒	Existing On-Sale Liquor Licensee

6. Event Coordinator's Name: Tim Sheehan
Email: tim@watertownsd.com
Business Ph#: 605-886-5814

7. Name of Entity Serving Alcohol *(if not applicant)*: Dempsey's Brewery, Pub, + Restaurant

8. Method of alcohol consumption:

☒	Sold and consumed on site
☐	Sold/Auctioned and consumed off site *-for example, a winery basket at a silent auction*

9. Estimated number of Participants 500
   Estimated number of Minors 200

   Method in which applicants plan to prevent underage consumption: Wrist bands + I.D. Checks

   ***Thursday Night Live Applicants must use wrist bands as method to prevent underage consumption**

10. For outdoor events, please submit a drawing illustration of the event area, including stage/platforms, alcohol serving area(s), food serving facilities, garbage collection receptacles, restroom facilities and other amenities.

11. Post-event clean-up is required prior to vacating the area.

12. **Insurance Requirements**: Per City Ordinance, licensees shall maintain liability insurance in an amount of not less than One Million Dollars ($1,000,000) for bodily injury, death, disability, and property damage liability during the time the special alcoholic beverage license is in effect. **Licensee shall also maintain Liquor Liability insurance with a limit of not less than One Million Dollars ($1,000,000) for each occurrence, and if such insurance contains a general aggregate limit, the general aggregate limit shall apply separately or be no less than two times the occurrence limit.** The City shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the special alcoholic beverage license during the time such license is in effect. The licensee must also agree to indemnify and hold the City of Watertown, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of the alleged negligence of the applicant and/or that is in any way connected or associated with the event(s) for which any special alcoholic beverage license is issued which do not solely arise from errors or omissions of the City of Watertown, its officers, agents, or employees. Please submit proof of insurance with your application.

13. **Fee:** For Special Event Alcoholic Beverage Licenses, a fee of $300 is required. For Special Weekly Seasonal Alcoholic Beverage Licenses, the fee is $50/per day of event at one lcoation. If applicable, a $50 notice of public hearing fee must also be submitted by separate check. Fees are to be made payable to the City of Watertown and must be submitted with your application.

14. **Legal Notice:** For certain applicants, the City of Watertown is required by South Dakota state law to publish a legal notice in the local newspaper at least 7 days prior to City Council action. In order to make publication deadlines, we need your completed application at least 20 days prior to the City Council meeting.

15. **Public Hearing & Council Action**: A public hearing and City Council action is required on all special event alcohol licenses in which the applicant does not hold an existing alcoholic beverage license.

    A public hearing *is not* required if the applicant holds an existing alcoholic beverage license per SDCL 35-4-124. City Council action is required, however.

    The Watertown City Council meets the first and third Monday of each month. This application will be scheduled only after all required documents are submited to the Records & Licensing Manager and internal approvals are completed.

16. Miscellaneous Information for City Council Review:

    _____
    _____
    _____
    _____

17. **Certificate:** The undersigned applicant certifies under the penalties of perjury that all statements provided herin are true and correct; that the said applicant complies with all requiements for the Special Event Alcohol License in the City of Watertown, SD.

    _____ 5/10/24
    Signature Date

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

To Be Completed by Records & Licensing Manager:

1. Notice of public hearing was published on NA in the Watertown Public Opinion.
2. Public Hearing and/or Council action was held on 5/20/24.
   The Watertown City Council took action to
   _____ Approve
   _____ Disapprove license due to _____.
3. The following restrictions were imposed: _____
   _____
   _____.
4. Receipt Number _____ Pd $550 chk# 24037 24039
5. Special Event License Number _____
6. Mailed to applicant on _____.
7. Signature of City Manager: _____ Date _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/3/2023

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	CONTACT NAME: Pamela Carpenter
American Trust Insurance, LLC 825 S Maple PO Box 1657 Watertown, SD 57201	PHONE (A/C, No, Ext): (605) 886-9719 FAX (A/C, No): E-MAIL ADDRESS: pcarpenter@atiinsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty	13021
INSURER B : United Financial Casualty Co.	11770
INSURER C : Dakota Truck Underwriters	34924
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Dempseys Brewery, Pub & Restaurant
127 North Broadway
Watertown, SD 57201

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		60480577	8/19/2023	8/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			03616816-2	5/3/2023	5/3/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			60480577	8/19/2023	8/19/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC010-0058345-2023A	8/19/2023	8/19/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Liability			60480577	8/19/2023	8/19/2024	Liquor Liability	1,000,000
A	Equipment Floater			60480577	8/19/2023	8/19/2024	Transporation Cov	30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Work Comp Excluded Officers Bill, Sean, Lyne Dempsey & Jayme Erickson

See Attached Forms and Endorsements regarding Additional Insured (CG7086)
Various Events 2023

CERTIFICATE HOLDER

City Of Watertown
PO Box 910
Watertown, SD 57201

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

Pamela J. Carpenter

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WATERTOWN AREA COMMUNITY FOUNDATION PLAZA | **REVISED CONCEPT PLAN**

CONFLUENCE

City Council

Agenda Item

Subject: Authorization for the Police Department to hire a "Plus One" patrol officer.

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
Please see attached justification

FINANCIAL CONSIDERATIONS:
The position is already in the 2024 budget

STAFF RECOMMENDATION / SUGGESTED MOTION:
I move to approve the authorization for the Police Department to hire a "Plus One" full-time permanent officer due to staff shortages.

ATTACHMENT(S):
2024 Plus One Justifcation 2

CITY OF WATERTOWN SOUTH DAKOTA

Request for Budgetary Authorization - Increase in number of Sworn Police Officers

I am writing to propose an adjustment to our current budgetary authorization concerning the total number of sworn police officers within our department. Specifically, I am requesting an increase in our authorized strength by one additional position. This request is not made lightly; it is driven by a clear operational necessity, the significant time and investment required to train a police officer, and our commitment to maintaining public safety and effective law enforcement coverage for our community.

At the January 17, 2023 City Council meeting, the WPD was approved to hire a “Plus One” police officer to compensate for staff shortages. This allowed for a total of 41 sworn officers, with the understanding we would not backfill the “Plus One” if the 41st officer left the department. Unfortunately, after 37 weeks of training, one of the trainees we hired was unable to successfully pass the Police Training Officer (PTO) program. We now have 40 sworn officers, however one is still in training at the Law Enforcement Training Center.

Subsequently, a current patrol officer informed staff that he was going to be leaving the department to move out of state with his fianace. His employment will terminate at the end of May, 2024. Interviews were conducted and a qualified candidate was selected and is now in the background check phase. Additional qualified candidates have applied and are being place on a hiring list.

The WPD is requesting budgetary authorization to continue with the “Plus One” after considering the qualified candidates that were generated by the vacancy. Chief Finance Officer Bobzien confirmed that the “plus one” officer has been budgeted for 2024. We will composing a request to possibly make this a permanent position for 2025. On average the PD is shorthanded at least two officers per year.

Below are just a few reasons to justify maintaining a “Plus One” sworn police officer.

Justification for Increase:

1. **Training and Onboarding Duration**: The process of recruiting, training, and fully integrating a new officer into our police department is both time-intensive and resource-heavy. It encompasses rigorous and extensive classroom education, practical exercises, and police training officer (PTO) programs, spanning several months to over a year. Once a solo officer, it takes additional time to acclimate fully and operate at peak efficiency.

2. **Operational Readiness**: By authorizing an additional position, we can better manage the inevitable gaps caused by National Guard deployments retirements, resignations, or long-term leave. This foresight ensures that our operational readiness and capacity to serve the community are not compromised during such transitional periods.

CITY OF WATERTOWN SOUTH DAKOTA

3. **Proactive Planning for Community Growth**: Our community is growing both in population and complexity, leading to an increased demand for police services. To keep pace with this growth and maintain our standards of service, it is imperative that our department's strength not only matches current needs but is also poised to address future challenges.

4. **Cost Efficiency**: Investing in an additional officer now is a strategic move that anticipates and mitigates future staffing shortfalls. It allows us to distribute workload more evenly, prevent burnout among current officers, and reduce overtime expenses—a proactive approach that is both cost-effective and conducive to maintaining high morale and job satisfaction within the force.

5. **Enhanced Public Safety and Community Engagement**: With an additional officer, we can further enhance our community policing efforts, which are vital for building trust and collaboration with the community we serve. An increased presence allows for more proactive policing, crime prevention initiatives, and community engagement activities, directly contributing to a safer and more cohesive community environment.

In conclusion, the addition of one sworn police officer position is a strategic and necessary step to ensure our department remains agile, prepared, and fully capable of meeting the current and future needs of our community. I am confident that this request aligns with our shared commitment to public safety and fiscal responsibility. I look forward to discussing this proposal further.

Thank you for considering this critical request.

Tim Toomey
Chief of Police

City Council

Agenda Item

Subject: Authorization to Supplement the WPD Budget by $25,462.00 for the Purchase of a DASH Race Timing System to Support Youth and Drug Abuse Prevention Programs.

Meeting: City Council - May 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
Please see the attached justification.

FINANCIAL CONSIDERATIONS:
A budget supplement in the amount of $25,462.00 from the Opioid Settlement Fund.

STAFF RECOMMENDATION / SUGGESTED MOTION:
I move to approve the Authorization to Supplement the WPD Budget by $25,462.00 for the Purchase of a DASH Race Timing System to Support Youth and Drug Abuse Prevention Programs.

ATTACHMENT(S):
DASH Timing Sysytem Justification

CITY OF WATERTOWN SOUTH DAKOTA

Budget Supplement Justification for New Race Timing System

Request: $25,462.00

Program: DASH (Drug-Free, Alcohol-Free, Safe, and Healthy Program)

Department: Watertown Police Department

The mission of DASH: "To challenge community partnerships to lead by example and to empower Watertown youth to choose to live healthy and positive lifestyles."

Justification:

The DASH program, led by the Watertown Police Department, urgently needs a new race timing system. The current system, which is over ten years old, is no longer supported by the manufacturer. This has caused significant reliability issues during events, jeopardizing the effectiveness of our community initiatives.

Necessity and Impact:

1. **Support for Community Events:** The DASH program hosts over ten events annually to empower Watertown youth to adopt healthy and positive lifestyles. These events attract hundreds of participants and are integral to achieving our mission. A properly functioning timing system is essential for the success and sustainability of these events. The outdated system fails to provide the reliability required, leading to potential disruptions and participant dissatisfaction.
2. **Fundraising and Sustainability:** Besides supporting our community events, the new timing system will enhance our capacity to generate funds. These funds are crucial for the continued operation and expansion of the DASH program. Reliable and efficient timing equipment will enable us to host more events, thereby increasing our fundraising potential and ensuring the long-term sustainability of our mission.

Alignment with Funding Priorities:

This request aligns with the approved allocations of our Opioid distribution funds. Specifically, it supports our commitment to funding community anti-drug coalitions that engage in and support drug prevention efforts. By investing in a new race timing system, we directly enhance our ability to provide impactful and well-organized events that promote a drug-free, alcohol-free, safe, and healthy lifestyle among Watertown youth.

The Opioid Settlement funds originate from the National Opioids Settlement, a comprehensive agreement involving multiple pharmaceutical companies. This settlement addresses the widespread impact of the opioid crisis by distributing funds to states, local counties, and cities. The allocated money is specifically designated for the prevention, treatment, and recovery of opioid misuse and addiction,

supporting various programs and initiatives aimed at combating the epidemic and promoting community health and safety.

Selection of Innovative Timing Solutions:

After extensive research, we have selected Innovative Timing Solutions to purchase the new system. Our findings indicate that they are the industry standard for race timing systems. We reviewed other timing systems and contacted references for Innovative Timing Solutions, confirming their reliability and effectiveness. This purchase is the best solution for our needs and should provide a robust system for many years.

Conclusion:

The acquisition of a new race timing system is not merely an operational upgrade; it is a vital investment in the future of the DASH program and the youth of Watertown. This system will ensure the continued success of our events, empower our youth, and sustain our mission. We respectfully request the approval of this budget supplement to secure the necessary funds to purchase the new race timing system.

Thank you for considering this request.