

# City of Watertown

Proposed City Council Agenda

City Hall, 20 N Maple

Watertown, South Dakota

August 18, 2025, 5:30 PM



	Page
<b>1. CALL TO ORDER</b>	
<b>2. PRAYER</b>	
<b>3. PLEDGE OF ALLEGIANCE</b>	
<b>4. ROLL CALL</b>	
<b>5. ACTION TO APPROVE THE AGENDA</b>	
<b>6. OPEN FORUM</b>	
<b>7. CONSENT AGENDA</b>	
(a) Approval of the minutes of the Council meeting held on August 4th, 2025. <a href="#">City Council - Aug 04 2025 - Minutes</a>	4 - 9
(b) Reappointment of Dan Brenden to the Watertown Municipal Utilities Board.	
(c) Approval of a Three (3) Year Service Agreement with KorTerra for 811 Locating Software in the Amount of \$3,350 Annually <a href="#">Professional Service Agreement With KorTerra</a>	10 - 24
(d) Authorization to rescind the action by City Council on 07/21/2025 to surplus and sell 52 Guest Chairs (No Arms) at auction as use for these chairs have been identified at another City Facility.	
(e) Authorization for the City Manager to sign a contract for services between the First District Association of Local Governments and the City of Watertown for Administrative Services related to the administration of the EDA Grant, ED25DEN0G0061. <a href="#">FDALG Contract</a>	25 - 32
(f) Application for a Special Malt Beverage Retailers License to Good Enterprises LLC d/b/a Casino Speedway for the Watertown Pro-Rodeo at Derby Downs Rodeo Grounds, 3000 Golf Course Road, N 1/2 SW 1/4 Less OL 3 & Less that Pt Watertown Airport 1st Subd Ly within City Lands 26-117-53, from 5:30 PM until 10:00 PM on both Friday, August 22nd and Saturday, August 23rd, 2025. <a href="#">Watertown Pro-Rodeo</a>	33 - 39
(g) Approval of Resolution No. 25-25, Proposed Resolution of support for South Dakota Public Assurance Alliance (SDPAA) Board Member: Adam Karst <a href="#">Resolution No. 25-25</a>	40 - 41

- (h) Approval of Resolution 25-26 Consenting to a Transfer of Control of Franchise Involving Clarity Telcom, LLC dba Bluepeak 42 - 62  
[Resolution 25-26](#)

**8. PRESENTATIONS & REPORTS**

**9. CONTRACTS & CHANGE ORDERS**

- (a) Approval of Change Order No. 7 (Final) for the Wells Fargo Renovation and Addition for the New City Hall, Project No. 2035, to the Huff Construction Contract for a decrease of \$49,911.74 for a New Contract Amount of \$4,204,558.76 63 - 65

[New City Hall, Project No. 2035](#)

- (b) Approval of Amendment No. 5 (Final) of a Professional Services Agreement for additional construction services associated with the City Hall Renovation project, Project No. 2035, with TSP, Inc, increase in the amount of \$7,267.50, for a total contract of \$394,979.50. 66 - 68

[Amendment No. 5 \(Final\) for City Hall Renovation Project #2035](#)

**10. ORDINANCE FIRST READINGS**

- (a) First Reading of Ordinance No. 25-10, an Ordinance Providing for a Supplemental Appropriation for the General Fund, Park & Rec Fund, E-911 Fund and Airport Fund. 69 - 70

[Ordinance No. 25-10](#)

- (b) First Reading of Ordinance No. 25-11, a Revised Ordinance of the City of Watertown to Amend Ordinance Title 12, adding Chapter 12.30 in relation to Mobile Vendors 71 - 75

[Ordinance No. 25-11](#)

**11. PUBLIC HEARINGS & SECOND READINGS**

**12. OTHER BUSINESS**

- (a) Approval of Resolution No. 25-22, a Resolution Resetting the On-Sale License Fee for Full-Service Restaurants pursuant to Chapter 2.02 of the Revised Ordinances of the City of Watertown. 76 - 78

[Resolution No. 25-22](#)

- (b) Approval of the Resolution 25-18, Resolution of Acceptance for Subdivision Improvements for Prairie Haven Second Addition including Detention Outlot A Block 1 Prairie Haven Second Addition, installed by Duininck, Inc. Clausen & Sons Construction LLC, Timmons Construction, Glacial Lakes Erosion Control, LLC, LL & Sons Excavation, Inc., Prunty Construction on behalf of the developer, High Five Development LLC. 79 - 83

[Resolution No. 25-18](#)

- (c) Approval of the Resolution 25-19, Resolution of Acceptance for Subdivision Improvements for Harmony Hill 2nd Addition, installed by Clausen & Sons Construction LLC, A.P. & Sons Construction, Crestone Companies, Inc., 84 - 88

Timmons Construction, Duininck, Inc., and Skyview Construction, Co. on behalf of the developers, Benedictine Sisters/ Mother of God Monastery.

[Resolution No. 25-19](#)

- (d) Approval of the Resolution 25-21, Resolution of Acceptance for Willow Creek Village 2nd Addition, installed by J&J Earthworks, Inc., LL & Sons Excavation, Inc., Up North Construction, Duininck, Inc., and Skyview Construction, Co. on behalf of the developers, Willow Creek Development, Inc. 89 - 93

[Resolution No. 25-21](#)

- (e) Approval of insurance policies and authorization for payment for premiums for general liability, auto liability and physical damage, law enforcement liability, buildings and contents, equipment property damage, and equipment breakdown (boiler and machinery) coverage and authorization for the Chief Financial Officer to issue a Special Check. 94 - 96

[Insurance Renewal](#)

**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  
August 4, 2025**

The City Council met in regular session at 5:30 PM in the City Hall Council Chambers, 20 N Maple. Mayor Ried Holien presiding.

Present upon roll call: Alderperson Mohrmann, Jurrens, Peters, Schutte, Allen, Heuer and Mayor Holien. Alderperson Jurrens absent at approximately 6:00 PM.

Mayor Holien moved item 12(a): Discussion of Resolution No. 25-22, a Resolution Resetting the On-Sale License Fee for Full-Service Restaurants pursuant to Chapter 2.02 of the Revised Ordinances of the City of Watertown to be the first item on the agenda.

Motion by Peters, seconded by Heuer, to approve the agenda as amended. Items approved as part of the consent agenda: minutes of the Council meeting held on July 21st, 2025; a Special Event Retail On-Sale License to APO LLC d/b/a Sandy's Bar & Grill for a Private Wedding at the Codington County Extension Complex, 1910 W Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn, from 5:00 PM to 11:59 PM on Saturday, October 4th, 2025; a Special Event Retail On-Sale License to Cloud 9 Golf Course, Inc. d/b/a Cloud 9 Golf Course for a Private Wedding at the Codington County Extension Complex, 1910 W Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn, from 2:00 PM on Saturday, August 9th, 2025 until 2:00 AM on Sunday, August 10th, 2025; a Special Event Retail On-Sale License to Cloud 9 Golf Course, Inc. d/b/a Cloud 9 Golf Course for a Customer Appreciation Event for Harley Davidson Motorcycle Dealership, 1000 19th Street SE, Lot B Endres Investment Add & Lot 1 Blk 1 Endres Investment 5th Add, from 2:00 PM on Saturday, August 23rd, 2025 until 2:00 AM on Sunday, August 24th, 2025; authorization for the City Manager to sign an Agreement for Truancy Officer Services at the Watertown School District for the 2025 - 2026 school year; approval of bills and payroll and authorization to pay. Motion Carried.

**BILLS**

#1 WELDING LLC	SERVICE	110.00	KIWANIS CLUB	DUES	160.00
1889 MEAT CO	SUPPLIES	3,006.40	KIXX	ADV	500.00
3E GENERATOR SHOP	SUPPLIES	1,062.58	KPHR	ADV	240.00
81 KWIK STOP	SUPPLIES	395.00	KUSSMAUL ELECTRONICS COMPANY LLC	SUPPLIES	344.83
A & B BUSINESS SOLUTIONS, INC.	SERVICE	689.02	KXLG	ADV	3,260.00
AASON ENGINEERING, INC.	SERVICE	24.80	L MARQUARDT ELECTRIC INC.	SERVICE	243.71
ABERDEEN REGIONAL AIRPORT	TRAINING	300.00	LAKE AREA DOOR, INC.	SERVICE	3,565.19
ACE TOWING, INC	SERVICE	1,237.50	LAKE AREA ZOOLOGICAL SOCIETY	REIMB	33,415.96
ACTIVE HEATING, INC.	SERVICE	7,053.32	LANDON CZERWAN	SERVICE	500.00
AGWRX COOP- WATERTOWN MAIN	SUPPLIES	398.00	LANGUAGE LINE SERVICES, INC.	SERVICE	48.50
ALL AMERICAN ROOFING & SALES INC.	CONSTR	142,508.60	LAURA HINMAN	TRAVEL	378.00
AMAZON CAPITAL SERVICES	SUPPLIES	5,310.47	LEGACY CARPENTER CO. INC	SERVICE	11,082.79
AMBULANCE	REIMB	1,316.93	LES MILLS US TRADING, INC.	DUES	1,233.25
AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES	DUES	2,566.18	LEW'S FIREWORKS, INC.	SUPPLIES	190.57
AMERICAN ENGINEERING TESTING, INC.	SUPPLIES	6,687.75	LUKE ANDERSEN	SERVICE	990.00
AMERICAN FLAGPOLE & FLAG CO.	SUPPLIES	92.75	LUKE BAUMBERGER	SERVICE	125.00
AMERICAN NEWS	SUBSCR	309.04	LYLE SIGNS, INC.	SUPPLIES	931.92
AMERICAN RED CROSS - TRAINING SERVICES	TRAINING	1,888.00	M & T FIRE AND SAFETY	PARTS	2,007.01
AMY BEYL	TRAVEL	145.00	MACKSTEEL WAREHOUSE INC.	SUPPLIES	10.46
ANDOR INC.	SERVICE	47,756.31	MACQUEEN EMERGENCY	SERVICE	4,715.57
ANN L GRASSEL	REIMB	1,192.00	MAC'S INC.	SUPPLIES	1,087.05

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

A-OX WELDING CO, INC.	RENT	161.02	MAHOWALD LAWN CARE, LLC	SERVICE	570.00
AP AUTO PROS, INC.	PARTS	1,398.39	MARCO TECHNOLOGIES, LLC	SERVICE	1,986.66
ARGUS LEADER MEDIA	SUBSCR	718.81	MARIA GRUENER	TRAVEL	378.00
ASPHALT PRESERVATION COMPANY, INC	CONSTR	123,789.15	MARSH & MCLENNAN AGENCY LLC	FEES	3,507.15
ASSOCIATED SUPPLY COMPANY	SUPPLIES	1,088.88	MATHESON TRI-GAS, INC.	SUPPLIES	161.99
AT&T MOBILITY	SERVICE	1,871.68	MATTHEW ROBERT PAULSON	SERVICE	600.00
AUGUSTANA UNIVERSITY	SCHOLARSHIP	500.00	MCKEEVER, INC.	SUPPLIES	4,068.46
AURORA WORLD	SUPPLIES	200.64	MENARD'S	SUPPLIES	6,700.61
AUTO VALUE WATERTOWN	PARTS	1,500.40	MICRO MARKETING ASSOCIATE	SUPPLIES	787.41
AUTO ZONE	PARTS	71.26	MIDCONTINENT COMMUNICATIONS	SERVICE	60.87
BAKER & TAYLOR	SUPPLIES	3,277.88	MIDWEST E RECYCLING	SERVICE	649.10
BAN-KOE SYSTEMS, INC.	SERVICE	1,126.45	MIDWEST MEDICAL SERVICES	SUPPLIES	205.00
BATTERIES UNLIMITED, INC.	SUPPLIES	635.00	MIDWEST TAPE	SUPPLIES	298.62
BECKER ARENA PRODUCTS	SUPPLIES	3,782.05	MIDWEST TURF & IRRIGATION	EQUIP	76,139.27
BLUEPEAK	SERVICE	7,222.84	MIDWEST VETERINARY SERVICE	SERVICE	1,980.08
BORNS GROUP	POSTAGE	3,221.00	MINI MELTS OF AMERICA, INC	SUPPLIES	4,112.00
BOUND TREE MEDICAL LLC	SUPPLIES	3,208.80	MOE OIL CO, INC.	SUPPLIES	915.25
BOWES CONSTRUCTION, INC.	CONSTR	61,690.39	MUNICIPAL UTILITIES	SERVICE	244,870.98
BRAD GAUER	SERVICE	450.00	MUTH ELECTRIC, INC.	SERVICE	1,341.13
BRANDON HOOTH	SERVICE	500.00	NAPA CENTRAL	PARTS	1,034.14
BRIAN'S GLASS INC.	SERVICE	534.11	NATIONAL GOLF GRAPHICS, LLC	SUPPLIES	210.00
BRUCE KLEINSASSER	TRAINING	2,850.00	N-EAR, INC	SUPPLIES	159.99
BUFFALO RIDGE CONCRETE INC	SUPPLIES	60.00	NEWSBANK, INC.	SUBSCR	6,227.00
BUILDERS SUPPLY COMPANY	SUPPLIES	879.34	NORTH CENTRAL LABORATORIES	SUPPLIES	1,422.78
BUILDING SPRINKLER INC.	SERVICE	375.00	NORTH DAKOTA LIBRARY ASSOCIATION	TRAINING	705.00
BULLET SPORTSWEAR AND GRAPHICS	SUPPLIES	310.50	NOVAIR USA CORP.	SUPPLIES	624.00
BUTLER MACHINERY CO INC.	SERVICE	7,334.15	NS INFLATABLE'S	RENT	2,000.00
C & S PEST CONTROL	SERVICE	95.00	NYBERG'S ACE HARDWARE, INC.	PARTS	229.77
CALAMP WIRELESS NETWORKS CORP	PARTS	240.00	OCL INC,	SUBSCR	4,862.56
CAMPSPOT	SERVICE	868.90	O'DAY EQUIPMENT CO. INC.	EQUIP	75,422.00
CARAHSOFT	SOFTWARE	33,783.31	OFFICE PEEPS, INC.	SUPPLIES	56,713.36
CARRICO LAW PROF. LLC	SERVICE	12,458.00	OLD DUTCH FOODS, INC.	SUPPLIES	294.00
CARTNEY BEARING CORPORATION	SUPPLIES	13.17	ONE SOURCE	SERVICE	150.00
CASHWAY LUMBER INC.	SUPPLIES	113.45	O'REILLY AUTO PARTS	PARTS	172.41
CAYDA WEISS	SERVICE	104.00	OVERDRIVE, INC.	SUPPLIES	1,316.69
CENGAGE GROUP	SUPPLIES	216.73	PATTI WELLS	REIMB	200.00
CENTER POINT LARGE PRINT	SUPPLIES	72.74	PAYTON WEELEBORG	SERVICE	126.00
CENTRAL NEBRASKA PACKING,	SUPPLIES	5,920.55	PENTAIR AQUATIC ECO-SYSTEMS	SUPPLIES	387.06
CENTURY BUSINESS PRODUCTS, INC	SERVICE	991.45	PENWORTHY COMPANY	SUPPLIES	104.86
CENTURYLINK	SERVICE	168.33	PETERBILT OF FARGO	SERVICE	3,811.99
CERTIFIED LABORATORIES	SUPPLIES	359.95	PICKLEBALL INC.	SUPPLIES	201.11
CHAD CZERWAN	SERVICE	600.00	PIZZA RANCH	SUPPLIES	416.55
CHAMBERLAIN OIL CO.	SUPPLIES	505.25	POLICE PETTY CASH FUND	CASH	137.55
CHARLES & SYLVIA HOWARD	REIMB	600.00	POLYDYNE INC.	SUPPLIES	23,598.00
CHUCK CALLAHAN	SERVICE	150.00	POMP'S TIRE SERVICE, INC.	SERVICE	1,707.12
CINTAS CORPORATION NO. 2	SERVICE	115.38	POPHAM CONSTRUCTION, LLC	SERVICE	2,605.00
CIVICPLUS	FEES	39,414.38	PORTER DISTRIBUTING CO.	SUPPLIES	78.50
CLASSROOM CONNECTION	SUPPLIES	181.91	PREMIER SPECIALTY VEHICLES, INC	PARTS	299.50
CLEA UREVIG	REFUND	35.00	PRESTIGE FLAG	SUPPLIES	1,254.29
CLUB CAR, LLC	SERVICE	2,452.50	PRO LINE, INC.	SUPPLIES	120.14
COCA COLA BOTTLING COMPANY	SUPPLIES	3,281.00	PRODUCTIVITY PLUS ACCOUNT	SERVICE	13,367.40
CODINGTON CLARK ELECTRIC COOPERATIVE, INC.	SERVICE	737.31	QUESTIONS & SOLUTIONS ENGINEERING, INC	SERVICE	4,743.00
CODINGTON CO HIGHWAY DEPT.	CONSTR	2,759.22	R.N.O.W., INC	PARTS	1,456.07
CODINGTON CO REGISTER OF DEEDS	SERVICE	330.00	RAMKOTA HOTEL	TRAVEL	356.00
CODINGTON CO TREASURER	SERVICE	127.50	RC TECHNOLOGIES, INC	SERVICE	78.20
COMMERCIAL CLEANING SERVICES INC	SERVICE	7,700.00	RDO EQUIPMENT CO.	SERVICE	200.00
CONNECTIONS INC EAP	FEES	692.96	REDLINGER BROS INC.	SERVICE	172.50
COUNTY FAIR FOODS	SUPPLIES	512.19	RICE LAKE	CONSTR	1,467,260.52
COWBOY COUNTRY STORE	SUPPLIES	8.12	RIDDELL ALL AMERICAN SPORTS	SUPPLIES	5,129.95
CREATIVE CONCEPTS, INC.	SUPPLIES	243.76	ROBERT HALF	SERVICE	19,000.00
CREATIVE REWARDS & SPECIALTIES	SUPPLIES	323.25	RONALD D HUFFMAN	TRAINING	6,552.50
CROWN AWARDS	SUPPLIES	243.27	RON'S SAW SHOP	SERVICE	1,809.66
CULLIGAN	SERVICE	375.25	ROTARY CLUB	DUES	418.00
DACOTAH BANK	DEBT	199,400.13	ROUTEWARE, INC	SUBSCR	18,086.49
DACOTAH PAPER COMPANY	SUPPLIES	230.90	ROY'S SPORT SHOP INC.	SUPPLIES	753.44

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

DAKOTA BUTCHER	SUPPLIES	1,001.80	RUNNINGS FARM AND FLEET	SUPPLIES	2,254.96
DAKOTA PORTABLE TOILETS, INC.	RENT	4,475.00	SANFORD HEALTH OCCUPATIONAL MEDICINE	SERVICE	968.00
DAKOTA SUPPLY GROUP	SUPPLIES	819.03	SANFORD USD MEDICAL CENTER	SERVICE	1,200.00
DANIELLE E. LOUIS	SERVICE	50.00	SANITATION PRODUCTS INC.	SERVICE	11,890.84
DANR	DUES	60.00	SCHUCHARD'S TRAILER SALES INC.	SERVICE	181.24
DEHUMIDIFIED AIR SOLUTIONS INC.	SERVICE	7,998.00	SD DEPT OF ENVIRONMENT & NATURAL RESOURCES	FEES	5,397.50
DEPENDABLE SANITATION INC.	SERVICE	6,295.00	SD STATE ELECTRICAL COMMISSION	DUES	80.00
DEREK DEGEN	REIMB	1,025.00	SDN COMMUNICATIONS	SERVICE	766.99
DIAMOND VOGEL, INC	SUPPLIES	3,963.60	SDWWA	DUES	600.00
DON JELLIS WELDING & REPAIR	SERVICE	2,226.41	SHERWIN WILLIAMS	SUPPLIES	748.56
DUININCK, INC	SUPPLIES	14,533.56	SHRED-IT	SERVICE	368.58
DUPONT ELECTRICAL, LLC	SERVICE	566.51	SIGN PRO	SUPPLIES	687.00
DYLON RAWDON	SERVICE	750.00	SINCLAIR LAND & CATTLE CO LLC	DEBT	10,371.04
EACHEN INC.	SERVICE	157.18	SIOUX RURAL WATER SYSTEM	SERVICE	1,164.85
EASTERN FUNDING LLC	LEASE	34,046.00	SIOUX VALLEY COOP	SUPPLIES	50,541.86
EASYVISTA, INC	LICENSE	3,139.00	SIR LINES-A-LOT, LLC	SUPPLIES	17,737.79
EBSCO INFORMATION SERVICES	SUPPLIES	4,206.33	SITONE LANDSCAPE SUPPLY, LLC	SUPPLIES	7,752.82
ELITE DRAIN & SEWER CLEANING LLC	SERVICE	225.00	SOURCE 1 ENVIRONMENTAL, LLC	SUPPLIES	949.55
ELLWEIN BROTHERS, INC.	SUPPLIES	8,290.30	SOUTH DAKOTA 811	FEES	496.65
EMMA SPILDE	SERVICE	390.00	SOUTH DAKOTA STATE UNIVERSITY	SCHOLARSHIP	500.00
EMS MANAGEMENT & CONSULTANTS, INC	SERVICE	6,600.00	STACY PLOCHER	REIMB	200.00
ENERGY LABORATORIES, INC.	SERVICE	762.00	STAN HOUSTON EQUIPMENT INC.	PARTS	288.72
ENGELSTAD ELECTRIC	SERVICE	2,812.14	STAR LAUNDRY & CLEANERS, INC.	SERVICE	2,269.11
ENVIRONMENTAL RESOURCES ASSOCIATES	SUPPLIES	1,846.26	STEIN SIGN	SUPPLIES	150.00
ESE IND. INC.	SERVICE	6,165.41	STEIN'S INC.	SUPPLIES	2,283.05
EXECUTIVE MGMT. FINANCE OFFICE	SERVICE	6.75	STEVE KOISTENEN	SERVICE	70.00
FAITH LEISETH-HANSON	SERVICE	360.00	STREET GRAPHEX, INC.	SUPPLIES	1,655.80
FAST THREADS INC	SUPPLIES	267.96	STREICHER'S INC.	SUPPLIES	204.99
FEDERAL EXPRESS CORPORATION	SHIPPING	60.89	STROMSETH DIRT WORKS LLC	SERVICE	940.00
FERGUSON WATERWORKS #2516	SUPPLIES	5,734.89	SWANA	DUES	100.00
FIRST BANK & TRUST	DEBT	19,410.37	TANYA MCCARLSON	SERVICE	200.00
FIRST DISTRICT ASSN OF LOCAL GOVERNMENTS	SERVICE	5,500.00	TATE LARSON	SERVICE	750.00
FIRST NATIONAL BANK OMAHA	SUPPLIES	28,261.73	TECHNICOLOR SCREEN PRINTING, INC.	SUPPLIES	708.50
FLEETPRIDE, INC	PARTS	517.16	TECTA AMERICA CORP	SERVICE	1,061.22
G & R CONTROLS, INC.	SERVICE	1,166.58	TEGRA GROUP, INC.	SERVICE	15,977.00
GALL'S INC.	SUPPLIES	2,188.17	TELEDYNE INSTRUMENTS, INC.	SUPPLIES	855.00
GANNETT MEDIA CORP	SERVICE	1,069.45	TEREX SOUTH DAKOTA INC	DEBT	155,725.35
GANNETT TENNESSEE LOCALIQ	ADV	5,450.43	TERRY EUGENE & TAMMY JUNGEN	REIMB	1,030.00
GATEKEEPER SYSTEMS, INC.	SOFTWARE	4,680.00	THE ORIGINAL MARKETING GROUP	SERVICE	500.00
GEOTEK ENGINEERING	CONSTR	9,576.00	THE PLAINS APARTMENTS LLC	DEBT	97,635.28
GLACIAL LAKES VETERINARY	SERVICE	3,760.42	THOMAS LAURIER	SERVICE	80.00
GOSS OPERA HOUSE	CONTRIBUTION	16,000.00	THOMSON REUTERS - WEST	SUBSCR	1,542.41
GRACIE HAUG	SERVICE	520.00	TIM BUSH	REIMB	45.00
GRADE A EXCAVATION, INC	CONSTR	28,094.36	TIMMONS CONSTRUCTION, INC.	CONSTR	128,913.80
GRAINGER	SUPPLIES	2,766.38	TK ELEVATOR	SERVICE	644.63
GRAY CONSTRUCTION	CONSTR	16,330.67	TODAY'S BUSINESS SOLUTIONS, INC.	FEES	2,124.00
GREEN APPLE SEPTIC TANK SERVICE	SERVICE	234.45	TRAFFIC CONTROL CORPORATION	SUPPLIES	684.00
GREGG DESPIEGLER	SERVICE	600.00	TRANSUNION RISK AND ALTERNATIVE	SERVICE	75.00
H.O. BOSTROM CO., INC.	SUPPLIES	4,875.59	TRAV'S OUTFITTER, INC.	SUPPLIES	4,168.60
HAWKINS INC.	SUPPLIES	2,280.76	TRIPLE A BRAND MEAT CO.	SUPPLIES	9,720.00
HDR ENGINEERING INC.	CONSTR	115,949.22	TRITECH SOFTWARE SYSTEMS	SUPPLIES	6,631.36
HEALTHQUITY, INC	FEES	918.00	TSP, INC.	SERVICE	4,159.36
HEFTY SEED COMPANY	SUPPLIES	2,947.66	TWO WAY SOLUTIONS, INC.	SERVICE	602.00
HEIMAN, INC.	PARTS	1,149.95	TWOTREES TECHNOLOGIES, L.L.C.	SUPPLIES	15,768.14
HELMS & ASSOCIATES	CONSTR	19,298.65	TYLER TECHNOLOGIES, INC.	SERVICE	870.00
HIGH PLAINS SYSTEMS	SUPPLIES	373.00	ULINE	SUPPLIES	1,498.59
HILLYARD / SIOUX FALLS	SUPPLIES	13,543.48	UNIQUE MANAGEMENT SERVICES, INC.	SERVICE	75.90
HOBBY LOBBY STORES, INC.	SUPPLIES	171.26	UNITED STATES GEOLOGICAL SURVEY	SERVICE	6,749.25
HOMETOWN BUILDING CENTER, INC.	SUPPLIES	4,572.87	UNITED STATES PLASTIC CORPORATION	SUPPLIES	62.89
HOUSTON ENGINEERING, INC.	SERVICE	7,293.53	UPS STORE	SHIPPING	147.22
HOWARD VETERINARY CLINIC	SERVICE	35.00	US BANK NATIONAL ASSOCIATION	RENT	88.00
HUMAN SERVICE AGENCY	SERVICE	2,500.00	US BANK ST PAUL	DEBT	700.00
HY VEE FOOD STORE	SUPPLIES	1,005.78	US FOODS - SIOUX FALLS	SUPPLIES	14,081.06

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

INTERNATIONAL CODE COUNCIL, INC.	DUES	170.00	USA BLUE BOOK	SUPPLIES	173.01
ISTATE TRUCK CENTER, INC.	SERVICE	434.11	VAN DIEST SUPPLY CO.	SUPPLIES	789.00
ITC, INC	SERVICE	523.78	VAN WALL EQUIPMENT	PARTS	285.56
J D POWER	SUBSCR	602.00	VERIZON WIRELESS	SERVICE	769.09
J H LARSON ELECTRICAL CO.	SUPPLIES	1,966.85	VERMEER HIGH PLAINS	PARTS	1,622.87
JAMAR TECHNOLOGIES, INC.	SUPPLIES	5,085.00	VESTIS SERVICES, LLC	SERVICE	169.04
JAMIE FORMANEK	MILEAGE	38.19	WADE VEFLIN	SERVICE	450.00
JAMISON KESZLER	SERVICE	500.00	WAL-MART	SUPPLIES	1,719.85
JAYCEE HOURIGAN	SERVICE	520.00	WARNE PLUMBING & HEATING	SERVICE	112.25
JAYTECH, INC	SERVICE	645.40	WATER GEAR INC.	SUPPLIES	667.88
JB SURFACES INC	CONSTR	58,587.00	WATERTOWN BASEBALL ASSOCIATION	SERVICE	565.16
JE & SM ENTERPRISES, LLC	SUPPLIES	1,044.00	WATERTOWN BOYS AND GIRLS CLUB	SUBSIDY	15,993.54
JEBRO, INC.	SUPPLIES	3,841.50	WATERTOWN BUSINESS ASSOCIATION	CONTRIBUTION	2,000.00
JEFF T & JOLETTE S KOSLER	REIMB	464.00	WATERTOWN BUSINESS DISTRICT IMPROVEMENT	SUBSIDY	24,045.12
JEFF'S VACUUM CENTER	SERVICE	101.88	WATERTOWN CONVENTION & VISITORS BUREAU	SUBSIDY	29,000.00
JEREMY BJERKE	TRAVEL	189.00	WATERTOWN DEVELOPMENT COMPANY	DEBT	77,757.63
JOHN DEERE FINANCIAL	PARTS	213.38	WATERTOWN FIGURE SKATE CLUB	CONTRIBUTION	2,500.00
JOHN ZACHARY	SERVICE	80.00	WATERTOWN FORD	SERVICE	16,852.08
JOHNSON BROS OF SOUTH DAKOTA	SUPPLIES	276.70	WATERTOWN LAWN & GARDEN & SMALL ENGINE REPAIR INC	SUPPLIES	62.50
JOHNSON CONTROLS, INC.	SERVICE	2,191.08	WATERTOWN MUNICIPAL BAND	SUBSIDY	3,125.00
JOSIE ANDERSEN	SERVICE	510.00	WATERTOWN TRUCK & TRAILER INC	SERVICE	473.65
JURGENS PRINTING INC.	SUPPLIES	725.92	WATERTOWN WHOLESALE	SUPPLIES	713.15
JUSTIN LAWN & TREE SERVICE, INC.	SERVICE	3,135.00	WELLS FARGO FINANCIAL LEASING, INC.	LEASE	1,731.80
KAESER AND BLAIR INC.	SUPPLIES	501.12	WEST RIVER BEVERAGE, INC.	SUPPLIES	689.00
KAITLYN GUBRUD	SERVICE	520.00	WINSUPPLY OF WATERTOWN	SUPPLIES	1,307.47
KANNAS SOUND MANAGEMENT	SERVICE	750.00	WW TIRE SERVICE INC.	SERVICE	505.38
KARL EMERGENCY VEHICLES	PARTS	137.73	ZIMCO SUPPLY CO.	SUPPLIES	194.80
KELLY MCCARTY	SERVICE	273.00	ZIP AND STITCH SEWING	SERVICE	130.00
KIESLER POLICE SUPPLY, INC.	SUPPLIES	1,141.05			

**PAYROLL:**

	Sal	SS	Pen	Ins		Sal	SS	Pen	Ins
<b>Mayor/CC</b>	10,716.25	632.91	-	-	<b>Mosquito</b>	2,907.00	184.92	-	-
<b>City Manager</b>	25,529.80	1,816.66	1,526.99	3,878.30	<b>Animal Cntrl</b>	10,251.13	748.62	610.27	1,876.02
<b>Human Resources</b>	20,571.76	1,470.86	1,227.10	3,611.90	<b>Forestry</b>	22,197.82	1,680.79	1,132.02	2,687.26
<b>Finance</b>	33,088.67	2,354.70	1,978.12	5,977.39	<b>Library</b>	46,500.25	3,409.08	2,522.75	8,632.49
<b>Info Tech</b>	26,207.86	1,931.67	1,562.87	3,887.51	<b>Comm Develop</b>	25,212.13	1,804.62	1,503.12	4,906.18
<b>Facilities Maint</b>	32,344.07	2,320.42	1,931.05	7,499.41	<b>Park &amp; Rec.</b>	395,952.45	29,698.52	10,882.40	29,556.26
<b>Engineer</b>	46,583.80	3,414.17	2,611.79	5,959.80	<b>PLWC</b>	75,113.09	5,723.35	1,988.39	6,064.99
<b>Police</b>	320,602.24	23,703.42	25,055.59	38,715.69	<b>E-911</b>	81,231.27	5,952.44	4,871.50	11,572.99
<b>Fire</b>	297,668.05	4,269.15	23,026.86	46,507.32	<b>Sewer</b>	89,085.43	6,540.65	5,346.61	12,907.68
<b>Pulic Works</b>	6469.21	494.89	251.17	-	<b>Landfill</b>	85,948.50	6,146.78	5,149.71	19,116.00
<b>Street</b>	84,020.75	6,041.33	4,642.77	17,039.98	<b>Airport</b>	39,281.58	2,885.98	2,349.70	5,816.07
<b>Cemetery</b>	18,272.81	1,357.42	697.74	1,876.02					
<b>Add'l 8.00 Long</b>	K. Bobzien & J. Collins (Finance), P. Boyle (Info Tech), B. Marotz (Facilities Maint), M. Hegg, R. Remmers & J. Waldner (Police), C. Kriese (Forestry)								
<b>Add'l 8.00 Long</b>	A. Bloom, A. Defea, T. Gorrell, S. Jongbloed, N. Murphy, D. Rowland & T. Sittig (Fire), B. Hanten (Comm. Dev.), A. Magedanz (P&R)								
<b>New Hire City Manager</b>	A. Stager (15,319.20/mo 40/mo cell) <b>New Hire City Council</b> D. Allen, M. Heuer & B. Mohrmann (1,190.70/mo) <b>New Hire Golf</b> L. Fischer (14.00/hr)								
<b>New Hire Landfill</b>	D. Engel & J. Boyle (4,154.80/mo) <b>New Hire Pool</b> M. Schlimgen & A. Bergan (12.50/hr) <b>New Hire P&amp;R</b> H. Bastian & A. Fiebelkorn (12.00/hr)								
<b>New Hire PLWC</b>	C. Jurrens (12.50/hr) <b>New Hire Parks</b> H. Keller (14.00/hr) <b>New Hire Zoo</b> G. Mattson (12.50/hr) <b>Salary Inc Finance</b> K. Bobzien (11,212.93/mo)								
<b>Salary Inc Fire</b>	T. Ivers (5,050.90/mo 40/mo cell) <b>Salary Inc Parks</b> S. Brinkman (4,456.40/mo 40/mo cell), S. Borns (14.00/hr) <b>Salary Inc E911</b> C. Karpinske (90.00/mo)								
<b>Salary Inc PLWC</b>	J. Buechler-Price (14.35/hr), P. Head & M. Schmeling (16.50/hr), M. Prahli & E. Jensen (17.00/hr), A. Degelau, M. Falk & A. Rokusek (17.50/hr)								
<b>Salary Inc PLWC</b>	A. Highman (21.50/hr) <b>Salary Inc P&amp;R</b> L. Bergan (14.00/hr) <b>Salary Inc Golf</b> K. Pfaff (13.00/hr), J. Beasley (13.25/hr), J. Dede (13.50/hr)								
<b>Salary Inc Golf</b>	C. Jongbloed & J. Socia (14.00/hr), R. Zebroski (17.00/hr)								

Mayor Holien called for Open Forum. No comments.

The City Council held a discussion on Resolution No. 25-22, a Resolution Resetting the On-Sale License Fee for Full-Service Restaurants pursuant to Chapter 2.02 of the Revised Ordinances of the City of Watertown. No action taken with Heuer recused.

Motion by Peters, seconded by Mohrmann, to Reject all Bids for the 2025 Solid Waste Improvements-Public Disposal Area, Project No. 2519. Motion Carried.

Motion by Schutte, seconded by Heuer, to approve Change Order No.1-Final for the 2024 Park and Recreation Improvements-Nelson Park, Project No. 2409-D, with Timmons Construction Inc., for an Increase of \$22,942.68 for a New Contract Price of \$135,058.65. Motion Carried.

This being the time scheduled for a public hearing on the application for a transfer of ownership of a Retail (on-sale) Liquor License and Video Lottery License from WR Capital I LLC d/b/a Minerva's Restaurant & Bar, 1901 9th Avenue SW, E510.5' W 900' 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 to Team Santo Watertown LLC d/b/a Santo Tequila at the same location, the Mayor called for public comment. Hearing no comments from the public, motion by Schutte, seconded by Peters, to approve the transfer as presented. Motion Carried with Heuer recused.

This being the time scheduled for a public hearing on the application for a transfer of ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine license and Video Lottery license from WR Capital I LLC d/b/a Minerva's Restaurant & Bar, 1901 9th Avenue SW, E510.5' W 900' 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 to Team Santo Watertown LLC d/b/a Santo Tequila at the same location, the Mayor called for public comment. Hearing no comments from the public, motion by Peters, seconded by Allen, to approve the transfer as presented. Motion Carried with Heuer recused.

This being the time scheduled for a public hearing on the application for a transfer of location and ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine license and Video Lottery license from Bryce H. Harms d/b/a Midtown #3, 1 1st Ave NE Ste 3, 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 1 1st Ave NE Suite #3 to Dotty's LLC d/b/a Midtown 3 Casino, 1 1st Ave NE Ste 2, 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 1 1st Ave NE Suite #2, the Mayor called for public comment. Hearing no comments from the public, motion by Schutte, seconded by Peters, to approve the transfer as presented. Motion Carried with Heuer recused.

This being the time scheduled for a public hearing on the application for a transfer of location and ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine license and Video Lottery from Biever Enterprise Inc d/b/a Senior Max's, 1300 9th Avenue SE Unit 30, Suite 30 of Lots 1 & 2, Less Lot H1 Watertown Mall Associates an Ohio Limited Partnership Add to Dotty's LLC d/b/a Dotty's LLC (Inactive), 624 7th Street SE Suite 1, Suite 1 of Lots 11-14 & Lot 15 Less Lot H1 Blk 28 Brock's Add, the Mayor called for public comment. Hearing no

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

comments from the public, motion by Peters, seconded by Schutte, to approve the transfer as presented. Motion Carried with Heuer recused.

This being the time scheduled for a public hearing on the application for a transfer of location and ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine license and Video Lottery license from Bryce H. Harms d/b/a Midtown #2, 1 1st Ave NE Ste 2, 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 1 1st Ave NE Suite #2 to Dotty's LLC d/b/a Dotty's LLC #2 (Inactive) 624 7th Street SE Ste 2, Suite 2 of Lots 11-14 and Lot 15 Less Lot H1 Blk 28 Brock's Addn, the Mayor called for public comment. Hearing no comments from the public, motion by Peters, seconded by Schutte, to approve the transfer as presented. Motion Carried with Heuer recused.

Motion by Mohrmann, seconded by Peters, to authorize Kristen Bobzien, Chief Financial Officer for the City of Watertown, to sign the document entitled "Non-Federal Sponsor's Self-Certification of Financial Capability for Agreements" and submit to the US Army Corps of Engineers for the Big Sioux Flood Control Study, Project No. 2118, certifying that the City of Watertown has the financial capability to satisfy its remaining budget obligation of \$165,000 and authorize Staff to sign future related documents. Motion Carried.

Mayor Holien announced that National Night Out will be tomorrow, August 5<sup>th</sup> at the Bramble Park Zoo from 5:00 PM until 8:00 PM.

Mayor Holien discussed the City Council's desire to have open and public communication regarding City Manager Stager's work and goals during his tenure.

Councilman Allen reminded citizens that the removal of boulevard Ash Trees will begin after Labor Day, unless a treatment extension has been made.

City Manager Stager stated he has drafted a set of objectives for the balance of the year and hopes to present them at a public session during an upcoming City Council meeting. Stager also stated there will be upcoming Ordinance Revisions from the Animal Control Board as well as an additional Ordinance regarding electric bikes and scooters

Motion by Peters, seconded by Allen, to adjourn until 5:30 PM on Monday, August 18<sup>th</sup>, 2025. Motion Carried.

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

Dated at Watertown, South Dakota, August 4<sup>th</sup>, 2025.

ATTEST:

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

\_\_\_\_\_  
Ried Holien, Mayor



# City Council

## Agenda Item

**Subject:** Approval of a Three (3) Year Service Agreement with KorTerra for 811 Locating Software in the Amount of \$3,350 Annually

**Meeting:** City Council - Aug 18 2025

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

---

### **BACKGROUND INFORMATION:**

This three (3) year service agreement with KorTerra will provide the City with an efficient platform to perform locating services and provide a positive response that a location has been completed for all one-call tickets that the Wastewater Division of Public Works receives. The software will allow the City to comply with the newly enacted State law requiring positive response for locations (notify contractor that the location of sanitary and storm sewer lines has been completed). The annual cost for the service agreement is \$3,350 for 3,200 tickets. Additional tickets over 3,200 will cost \$0.31 per ticket. The agreement also includes a one-time setup fee of \$950 (i.e. 1st year pricing is expected to be \$4,280 (\$3,350 + \$950); the second and third years are expected to be \$3,350). The wastewater facility's three year average of tickets is approximately 3,200 tickets per year.

As of January 2025, South Dakota state law requires a positive response to all location requests that are submitted to a public utilities service area.

KorTerra is the same software used by the Watertown Municipal Utilities. It is also used by other communities in South Dakota.

---

### **FINANCIAL CONSIDERATIONS:**

The Wastewater division compared pricing of three platforms to ensure the City is provided with an adequate and reasonable service for the anticipated cost. KorTerra offered the most competitive pricing for the services rendered.

A one-year agreement was also evaluated. The one-year agreement was almost double the cost of the annual fee of the three (3) year agreement. The one-year agreement cost approximately \$6,350 and a three-year agreement brought the annual fee to \$3,350.

The professional service agreement includes language that allows the City to terminate the agreement if funds are not appropriated, budgeted, or otherwise made available.

For the current year, adequate funds have been budgeted to cover the cost of the service agreement under 604 432.52 42501 Equipment Maintenance.

---

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

Agenda Item 7.(c) Approval of a Three (3) Year Service Agreement with Ko...  
Robert Dari, Wastewater Superintendent  
Craig Mitchell, Assistant Wastewater Superintendent  
Larry Howard, Wastewater Collections Supervisor

---

**STAFF RECOMMENDATION / SUGGESTED MOTION:**

Staff does recommend the approval of the professional service agreement through the following motion:

I move to approve the three (3) year service agreement with KorTerra for 811 locating software in the amount of \$3,350 annually.

---

**ATTACHMENT(S):**

[KorTerra Agreement](#)



## Order Form

The City of Watertown Wastewater agrees to purchase the KorTerra Services listed below. Support and maintenance are included in the fees listed below. This Order Form is effective as of the date last signed below (the **“Order Form Effective Date”**). Subscribed Ticket Volume: 3,200

Services	Overage Rate	Service Fee
KorTerra Locate Management Plus	\$0.31 per Ticket	\$3,350 per year
<b>KorTerra Package Includes:</b>		
KorTerra Positive Response via Excavator – Email		
KorTerra Field Application		
		<b>Total Recurring Fees: \$3,350.00</b>

KorTerra One-Time Setup Fees	
KorTerra One-Time Setup Fees	\$950.00
<b>Total One-Time Fees</b>	<b>\$950.00</b>

This Order Form incorporates by reference and is governed by the terms and conditions of the KorTerra Services Agreement which can be reviewed at <https://www.korterra.com/services-agreement> (the **“Services Agreement”**). By signing this Order Form, you are acknowledging review of the Services Agreement and indicating your acceptance of and agreement to the terms of this Order Form and the Services Agreement. Capitalized terms used but not defined herein have the meaning set forth in the Services Agreement.

The initial term of this Order Form begins on the Order Form Effective Date set forth above and, unless terminated earlier pursuant to the Services Agreement’s express provisions, will continue in effect for a period of thirty-six (36) months from such date (the **“Initial Order Form Term”**). At the end of the Initial Order Form Term, this Order Form shall automatically renew for additional successive thirty-six (36) month periods (each an **“Order Form Renewal Term”** and together with the Initial Order Form Term, the **“Order Form Term”**), unless earlier terminated pursuant to the Service Agreement’s express provisions or either you or we notify the other of its intent to terminate this Order Form with advance written notice at least forty-five (45) days prior to the commencement of the immediately subsequent Order Form Renewal Term.

The Services will be invoiced in advance of each year of the Order Form Term and the Service Fee will remain fixed during the Initial Order Form Term unless you exceed your Subscribed Ticket Volume or other applicable limits. If in any given year of the Order Form Term (“Billing Period”) the actual Ticket Volume is greater than the Subscribed Ticket Volume, an Overage Fee will be assessed equal to the excess Ticket Volume multiplied by the aggregate Overage Rate, and the actual Ticket Volume from the Billing Period will be used as the Subscribed Ticket Volume for subsequent Billing Periods. The Service Fee for subsequent Billing Periods will be increased by the amount of any Overage Fee(s).

It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation of City of Watertown, Wastewater and, notwithstanding anything in this Agreement to the contrary, all payment obligations of City of Watertown, Wastewater are expressly dependent and conditioned upon the continuing availability of funds beyond City of Watertown, Wastewater current fiscal period. Financial obligations of City of Watertown, Wastewater payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City of Watertown, Wastewater, and applicable state and local law, including the limitation set forth in SDCL 9-21-10, which prohibits any municipality from incurring indebtedness or liability in excess of revenue provided for that fiscal year. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

The governing law applied to this Agreement shall be the laws of the State of South Dakota. The jurisdiction and venue for any disputes under this Agreement and its terms and conditions of the Services Agreement shall be before the state court of South Dakota having jurisdiction over the City of Watertown; i.e. the Third Judicial Circuit, Codington County, South Dakota. The provisions of this Order Form shall supersede the online terms and conditions as agreed to by signature of both Parties.

*Billing for the Services will begin on the Order Form Effective Date. All pricing is in US Dollars and is valid for 30 days. All invoices are due and payable net 30 days from the invoice date. If you fail to make any payment when due, without limiting our other rights and remedies, we may take the actions set forth in the Services Agreement, including charging late fees.*

Please e-mail the signed Order Form to [sales@korterra.com](mailto:sales@korterra.com).



**Billing Contact Information:**

Contact Name:	<u>Emily Forrest</u>	Phone Number:	<u>605-753-3513</u>
Title:	<u>Accounts Payable</u>	Will payment be submitted via wire?*	<u>No</u>
E-mail:	<u>ap@watertownsd.us</u>	Special Billing Instructions:	<u>No</u>
Street:	<u>PO Box 910</u>	Sales Tax Exempt (Y/N) Y If Y, please include exemption certificate	<u>PO Required (Y/N) Y PO Number: #43252</u>
City, State Zip:	<u>Watertown, SD 57201-0910</u>	*Please note any payment received via wire will incur a \$40 service charge.	

**ACCEPTED AND AGREED:**

**Client:**

Signed: \_\_\_\_\_  
Print Name: Robert Dari  
Title: Wastewater Superintendent  
Date: \_\_\_\_\_

**KorTerra, Inc.:**

Signed: \_\_\_\_\_  
Print Name: Mitch Stendal  
Title: President  
Date: \_\_\_\_\_

**Internal Use Only:**

KW Partner State:  New Customer (Y/N):  Customer ID: \_\_\_\_\_ Sales Exec: Lydia Passolt



## KORTERRA SERVICES AGREEMENT

This KorTerra Services Agreement (this “**Agreement**”) is made by and between you, the legal entity identified on the applicable Order Form (“**you**” and “**your**”), and KorTerra, Inc. (“**KorTerra**” “**we**”, “**us**” and “**our**”) and is effective as of the effective date of the applicable Order Form or Statement of Work (the “**Effective Date**”).

You are accepting the terms and conditions of this Agreement by: (1) clicking a box indicating acceptance, (2) signing an Order Form or Statement of Work that references this Agreement, (3) using the Services, or (4) any other method of indicating your acceptance of this Agreement. If you are accepting this Agreement on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Agreement. If you do not have such authority or do not agree with the terms and conditions of this Agreement, you may not use the Services.

### 1. Definitions.

“**Beta Services**” means KorTerra services, features, or functionality that may be made available to you to try at your option, at no additional charge, which we have not made generally available and which are designated as beta, pre-release, preview, non-production, evaluation, or by a similar description.

“**One Call Center**” means a designated notification center that individuals and entities contact prior to commencing an excavation in or on the ground which is intended to provide registered parties having underground infrastructure of pipes, mains and lines for producing, storing, conveying, transmitting or distributing communications, electricity, power, light, heat, gas, oil, petroleum products, water, steam, sewage, and other commodities and services with advanced notification of such excavation.

“**Order Form**” means an ordering document signed by you and us that references this Agreement and specifies the Services to be provided by us to you under this Agreement.

“**Service(s)**” means the software-as-a-service offering to which you have subscribed via an Order Form, as well as its related components, platform, and any ancillary online or offline applications, products and services provided by us for your access and use of our Services.

“**Service Fee(s)**” means the fees you are to pay us for your access to and use of the Services as well as for any Professional Services provided by us to you. This may also include any ancillary fees associated with the provision of the Services.

“**Statement of Work**” means a document signed by you and us that references this Agreement and describes certain Professional Services (if any) purchased by you under this Agreement and/or pursuant to an Order Form.

“**Professional Services**” means any consulting, implementation, configuration or other services provided by us to you pursuant to a Statement of Work or an Order Form.

“**Ticket**” means (i) any transmission to the Services from a One Call Center or other third-party in relation to you or your customer; (ii) a ticket generated by you; and (iii) a ticket generated by system configuration in the Services.

**“Ticket Volume”** means the aggregate number of Tickets for a specific time frame. Ticket Volume may be used as a basis of any Service Fees charged to you.

## 2. Services.

**2.1 Access and Use of the Services.** Subject to and conditioned upon your payment of Service Fees and compliance with all terms and conditions of this Agreement and the applicable Order Form, we grant you a non-exclusive, non-transferable (except in compliance with Section 19.3) right to access and use the Services during the term stated in the applicable Order Form solely for your internal use in accordance with the terms and conditions of this Agreement and the applicable Order Form.

**2.2 Restrictions.** You shall not use the Services for any purpose beyond the scope of the access granted in this Agreement and the applicable Order Form. You shall not and will not permit any third party to: (i) use the Services for any unlawful purpose or in any manner not permitted by this Agreement or the applicable Order Form; (ii) use the Services in any manner which could damage, disable, overburden or impair the Services or interfere with any other party’s use and enjoyment of the Services; (iii) modify or change the Services; (iv) reverse engineer, decompile, decrypt, hack, emulate, exploit, disassemble or make any attempt to discover the source code relevant to the Services; (v) circumvent or bypass any technological protection measures in or relating to the Services; or (vi) publish, copy, rent, lease, sell, license, sublicense, assign, transfer, export, import, distribute, or lend or otherwise make the Services available to any third party not previously approved by us in writing; (vii) access, monitor or copy any content or information of the Services, or use any “robot”, “spider”, “deep link”, “scraper” or other automated means, methodology, algorithm or device or any manual process on the Services for any purpose; (v) obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Services, unless we expressly authorize you to do so; (vi) remove any proprietary notices from the Services; (vii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party; or (viii) access or use the Services for purposes of competitive analysis of the Services, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage.

You shall not perform penetration or vulnerability testing (**“Penetration Tests”**) of the Services. Penetration Tests include any effort to identify design, and/or functionality, issues in the infrastructure of our systems, or of the networks connected to our systems which probe for weaknesses in the network perimeters or other infrastructure elements as well as weaknesses in process or technical countermeasures relating to our systems that could be exploited by a malicious party.

You shall not cause harm to the Services or to any hardware, servers, operating software, or network components used in connection with furnishing the Services, and you shall not introduce malicious code. Malicious code includes, without limitation, any virus, malware or undocumented or hidden functionality or performance capability contained within electronic files, Your Data, or software.

You shall not utilize software designed or modified to be run, without authorization from us, on our computers or network-capable devices, that performs either: (i) the unauthorized extraction of data or information from a computer or network-capable device, or modification of system user data; (ii) the modification of the Services or user data to facilitate the avoidance of fees incurred on a computer or network-capable device by parties other than parties authorized by us.

**2.3 Maintenance and Support.** During the term of the applicable Order Form we will provide standard maintenance and support of the Services. We may make commercially reasonable updates to the Services from time to time including improvements, corrections of substantial defects in the Services, periodic maintenance

releases, and technical support regarding the use of the Services or response to errors in the Services. Technical support not involving the Services, custom programming, on-site installation and/or maintenance, training, and hardware issues are not included in the Services and if requested, will be billed at our then current rate. Our standard support hours are Monday - Friday, 7:00 A.M. - 6:00 P.M. Central Time excluding holidays. These hours are subject to change by us. Upon detection of any error in the Services by you, we may request you to provide us a listing of all output and any other data, some of which may be proprietary or contain confidential information, in order for us to reproduce operating conditions similar to those present when the error occurred. We agree to treat such information as Confidential Information pursuant to Section 6.

**2.4 Availability.** Subject to Section 2.6, the Services shall be accessible to you except for (i) scheduled maintenance and required repairs; and (ii) any interruption due to causes beyond our control or which are not reasonably foreseeable by us, including, but not limited to, interruption or failure of telecommunication or digital transmission links and internet slow-downs or failures or other Force Majeure events.

**2.5 Backup Procedures and Emergency Tickets.** We strive to keep the Services up and running, however, all online services suffer occasionally from disruptions and outages, and we are not liable for any disruption or loss you may suffer as a result. Because of the possibility of online service disruption, as a condition of obtaining the Services, you agree to establish and maintain manual business operating procedures to be used if the Services become unavailable ("**Backup Procedures**"). These Backup Procedures must permit you to operate your business without access to the Services for as long as necessary until such Services are restored. Because of the nature of the Services being provided to you, there may be events which require you to receive tickets from a One Call Center that require urgent attention ("**Emergency Tickets**"). In addition to receiving Tickets through the Services, you must arrange to be notified by every sender of Emergency Tickets via a mechanism outside of the Services.

**2.6 Suspension of Services.** Notwithstanding anything to the contrary in this Agreement or any Order Form, we may temporarily suspend your access to any portion or all of the Services: (i) if we reasonably determine that (A) there is a threat or attack on the Services; (B) your use of the Services disrupts or poses a security risk to the Services or to any of our other customers or vendors; (C) you are using the Services for fraudulent or illegal activities; (D) subject to applicable law, you have ceased to continue your business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) our provision of the Services to you is prohibited by applicable law; (ii) if any of our vendors have suspended or terminated our access to or use of any third-party services or products required to enable you to access the Services; or (iii) in accordance with subsection (iii) of Section 5 (any such suspension described in subsection (i), (ii), or (iii), a "**Services Suspension**"). We shall use commercially reasonable efforts to provide written notice of any Services Suspension to you and to provide updates regarding resumption of access to the Services following any Services Suspension. We shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. We will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you or and third party may incur as a result of a Services Suspension.

**2.7 Beta Services.** From time to time, we may offer you access to Beta Services in exchange for your feedback about your experience using the Beta Services. You may choose to participate in the evaluation of Beta Services at your sole discretion. Access to and use of the Beta Services is solely for your internal evaluation purposes and may be subject to additional rules or restrictions that we may place on their use. We make no representation that the Beta Services will ever be made generally available and we reserve the right to terminate your access to the Beta Services at any time, at which time, you agree to cease use of the Beta Services. Beta Services are provided AS IS, may contain bugs, errors or other defects, and your use of the Beta Services is at your sole risk. Beta Services are excluded from our support, warranty, and service level commitments. We may use information about your use of

the Beta Services for improving and developing our services. Non-public information about the Beta Services is deemed to be our Confidential Information.

**2.8 Professional Services.** We will perform Professional Services as set forth in each applicable Statement of Work or Order Form, subject to the terms of this Agreement.

### **3. Your Obligations.**

**3.1** You are responsible for and must provide all required computer hardware, software and other services necessary to access the Services.

**3.2** You agree to secure and protect the Services in a manner consistent with the maintenance of our rights and cause no harm to us or third-party equipment, software, or processes used in connection with furnishing the Services and any entities from whom we obtain network or web services. In addition to constituting a default under this Agreement, any breach of the terms and conditions of this Agreement may also result in civil and/or criminal penalties pursuant to applicable local, state and federal law.

**3.3** The Services may require you to obtain a user identification and password for access and use, and certain specific Services may require additional codes. You shall use reasonable endeavors, including reasonable security measures relating to access, to ensure that no unauthorized person, including any employee or contractor for any parent, subsidiaries, affiliated entities or third parties, gains access to the Services without our prior written consent. You are solely responsible for maintaining the confidentiality of the user identification, passwords and codes (collectively, "**User Information**") assigned to you for any activity that occurs under your account as a result of your failing to keep User Information secure and confidential. You shall promptly inform us in writing of any need to deactivate or replace any User Information due to security concerns. We are not liable for any harm related to theft of your User Information, your disclosure of your User Information, or your authorization to allow another person or entity to access and use the Services using your User Information. You agree to notify us immediately as soon as you become aware of any unauthorized use of your User Information. You may not use anyone else's User Information at any time without the express permission and consent of the holder of that User Information and us.

**3.4** You agree to identify your support staff who, to the maximum extent practicable, will be the primary source of communications from you to us.

### **4. Intellectual Property.**

**4.1 Your Data.** All information provided by you, including, any technology, intellectual property, data, information, or material provided or submitted by you in the course of your use of the Services shall be referred to as "**Your Data**". Subject to Section 4.2, all right, title, and interest in and to Your Data and results from processing Your Data are and shall remain your property and no right, title, or interest in and to Your Data or the results from processing Your Data shall vest in us. You hereby irrevocably grant all such rights and permissions in or relating to Your Data as are necessary for us to exercise our rights and perform our obligations hereunder. We will maintain technical and security measures designed to prevent unauthorized disclosure of Your Data and shall comply with all applicable federal, state, and local, laws, regulations, and industry standards, in the performance of the Services. We shall notify you of any unauthorized use of Your Data, breach of security, or loss or theft of Your Data promptly upon discovery of such unauthorized use, breach, loss, or theft and shall take all commercially reasonable action for the protection of personal data and to mitigate such breach, loss, theft or unauthorized use.

**4.2 Statistical Data and Anonymized Data.** We track and collect certain information about how users interact with the Services and we use the information collected to obtain general statistics regarding the use of the Services

and to evaluate how users use and navigate the Services (collectively, “**Statistical Data**”). We may use Statistical Data for our internal analytical purposes, including the improvement and enhancement of the Services and our other offerings. At times, we may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, “**Anonymized Data**”). Anonymized Data will not contain information that identifies or could be used to identify you or other users. You agree that Anonymized Data is not your Confidential Information and we may use Anonymized Data to create reports that we may use and disclose for our commercial or other purposes.

**4.3 KorTerra Intellectual Property.** At all times, the Services, including without limitation, the text, images, graphics, method of display and presentation, visual interfaces, user interfaces, photographs, copyrights, patents, trademarks, trade secrets, logos, sounds, music, artwork, computer code, and associated material and functionality contained therein (collectively “**Intellectual Property**”), shall remain the property of KorTerra. You acknowledge that the Services constitute commercially valuable, proprietary products, the design and development of which reflect the effort of skilled development experts and the investment of considerable time and money. You further acknowledge that we shall retain all right, title and interest in the Intellectual Property (including application development, business and technical methodologies, and implementation and business processes, used by us to develop or provide the Services), and any and all updates, enhancements, customizations, revisions, modifications, future releases and any other changes relating to the foregoing. Except for limited access and use rights granted pursuant to this Agreement, you do not acquire any interest in the Services. With respect to any Third-Party Services, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Services. We reserve all rights not expressly granted to you in this Agreement. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party, any intellectual property rights or other right, title, or interest in or to the Services.

**4.4 Feedback.** You agree that any suggestions, enhancements requests, feedback, recommendations or other information provided by you, or any of your employees relating to the Services and Beta Services may be used by us without restriction or obligation to you.

**5. Service Fees.** You shall pay us the Service Fees as set forth in an Order Form or Statement of Work. In addition to the Service Fees, you shall pay all sales, use, value added or other taxes, federal, state, local, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding taxes based on our net income, property or employees. Payment obligations are non-cancelable and all amounts paid are non-refundable. If you fail to make any payment when due, without limiting our other rights and remedies: (i) you agree that we may charge and you will pay a late fee of one and one-half percent (1 ½ %) per month (18% APR) on all outstanding balances; (ii) you shall pay all costs of collection, including legal expenses, and attorney fees at any time paid or incurred by us (liability for attorney fees is not contingent upon a suit being filed by us) in the collection of any amounts due us from you; and (iii) if such failure continues for 10 days or more, we may suspend your access to any portion or all of the Services until such amounts are paid in full. We reserve the right to charge a reconnect fee for any suspended or discontinued Services access that is subsequently reconnected. We may increase Service Fees for any Order Form Renewal Term (as that term is defined in the applicable Order Form), by providing written notice to you at least 65 calendar days prior to the commencement of any Order Form Renewal Term, and the applicable Order Form will be deemed amended accordingly. Notwithstanding the foregoing, the Service Fees may be subsidized in part based on the partnership status between KorTerra and your One Call Center. Changes, such as discontinuation, to that partnership status may cause your Service Fees to be subject to re-evaluation and adjustment.

**6. Confidential Information.**

**6.1** From time to time during the term of this Agreement, either you or we (as the “**Discloser**”) may disclose or make available to the other (as the “**Recipient**”) proprietary or confidential information including, but not limited to, information about the Discloser’s business affairs, products/services, intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Your Confidential Information includes Your Data; our Confidential Information includes the Services and the terms and conditions of this Agreement and all Order Forms and Statements of Work (including pricing). Subject to the last sentence in this Section, the Recipient shall not disclose Confidential Information to any third party without the prior written consent of the Discloser and shall restrict dissemination of Confidential Information within its own organization to those employees who have a need to have access to the Confidential Information. The Recipient agrees to protect Confidential Information by using at least the same degree of care as it would use to protect its own information of like importance, but in no case less than reasonable care. You and we shall take appropriate measures, and in no event less than reasonable measures, by instruction and written agreement, with confidentiality terms no less stringent than those herein, prior to disclosure to such employees to protect against unauthorized use or disclosure. Notwithstanding the foregoing, we may disclose your Confidential Information to our subcontractors and providers who have signed confidentiality agreements with us containing protections not materially less protective of the Confidential Information than those herein, to the extent necessary for us to perform our obligations under this Agreement.

**6.2 Exceptions.** The obligations in Section 6.1 do not apply to Confidential Information which: (a) was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser, as evidenced by the Recipient’s records; (b) is or becomes publicly available without breach of this Agreement by the Recipient; (c) becomes known or available to the Recipient from a source other than the Discloser without a restriction on use or disclosure of such Confidential Information; or (d) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

**6.3 Compelled Disclosure.** If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, if permitted, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser’s sole cost and expense, a protective order or other remedy.

**6.4 Equitable Relief.** You and we acknowledge that the unauthorized use or disclosure of Confidential Information may cause irreparable harm to the Discloser. Accordingly, you and we agree that the Discloser shall be entitled to seek equitable relief, including injunctive relief, in addition to all other remedies available at law for any threatened or actual breach of this Agreement with respect to Confidential Information.

## **7. Term and Termination.**

**7.1 Term.** The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement’s express provisions, will continue in effect until the term stated on all Order Forms and Statements of Work has expired or has otherwise been terminated. The term of each Order Form or Statement of Work will be as set forth on the Order Form or Statement of Work.

**7.2 Termination by us.** We may terminate this Agreement effective on written notice to you, if you, (i) fail to pay any amount when due hereunder, and such failure continues more than thirty (30) days after our delivery of written notice to you thereof; (ii) breach any of your obligations under Section 2.2 or Section 6, (iii) breach any provision of this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after we provide you with written notice of such breach; or (iv) terminate or suspend your business,

become subject to any bankruptcy or insolvency proceeding under federal or state statutes, become insolvent or become subject to direct control by a trustee, receiver or similar authority, or have wound up or liquidated your business voluntarily or otherwise. If we terminate this Agreement pursuant to this Section 7.2, all Service Fees that would have become payable had the Agreement remained in effect until expiration of the current term of each Order Form and/or Statement of Work will become immediately due and payable, and you agree to pay such Service Fees, together with all previously-accrued but not yet paid Service Fees, on receipt of our invoice therefor.

**7.3 Termination by you.** You may terminate this Agreement effective on written notice to us, if we: (i) breach any material provision of this Agreement and such breach remains uncured sixty (60) days after you provide us with written notice of such breach; and (ii) without penalty to us, in the event we terminate or suspend our business without providing for the continued support and maintenance of the Services, become subject to any bankruptcy or insolvency proceeding under federal or state statutes, become insolvent or become subject to direct control by a trustee, receiver or similar authority, or have wound up or liquidated our business voluntarily or otherwise. If you terminate this Agreement pursuant to this Section 7.3, you will pay us all Service Fees owed as of the effective date of such termination, including any applicable taxes.

**7.4 Effect of Termination.** Termination or expiration of an individual Order Form or Statement of Work will not be deemed a termination of this Agreement so long as other Order Forms or Statements of Work remain in effect. Termination of this Agreement will, however, terminate all outstanding Order Forms and Statements of Work.

**7.5 Survival.** Sections 1 (Definitions), 2 (Restrictions), 4 (Intellectual Property), 5 (Service Fees) 6 (Confidential Information), 7.4 (Effect of Termination), 7.5 (Survival), 8.2 (Warranty Disclaimer), 9 (Indemnification), 10 (Limitations of Liability), 11 (Third-Party Services), 12 (Mapping Limitations), 13 (Risk Scoring), 17 (Employee Non-Solicitation), 18 (Notices) and 19 (General Provisions) will survive termination or expiration of this Agreement.

## **8. Limited Warranties and Warranty Disclaimer.**

**8.1 Limited Warranties.** We warrant that (i) the Services shall operate substantially in accordance with the documentation provided by us when accessed and used in accordance with such documentation; and (ii) any Professional Services will be provided by us in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable Order Form or Statement of Work.

**8.2 Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KORTERRA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WHETHER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR AS TO THE QUALITY, UTILITY OR PERFORMANCE OF THE SERVICES, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED. KORTERRA FURTHER MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL ACCESSED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KORTERRA SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE WARRANTIES IN SECTION 8.1 DO NOT APPLY, AND KORTERRA STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY SERVICES. BETA SERVICES ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

**9. Indemnification.** You agree to indemnify us from any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from, and, at our option, defend us against, any third-party claim, suit, demand, action, or proceeding ("**Third-Party Claim**") arising out of or relating to (i) Your Data or your use of

Your Data with the Services; (ii) your use of the Services in a manner not authorized by us; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by us or authorized by us in writing; (iv) your breach of any of your representations, warranties, covenants, or obligations under this Agreement; or (v) any act or omission by you that results in personal injury, death, or damage to property; provided that you may not settle any Third-Party Claim against us unless we consent to such settlement in writing.

**10. Limitations of Liability.** IN NO EVENT WILL KORTERRA BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER KORTERRA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL KORTERRA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNTS ACTUALLY PAID TO KORTERRA UNDER THE ORDER FORM OR STATEMENT OF WORK FOR THE SERVICES OR PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

**11. Third-Party Services.** Through the Services, you may have access to third-party applications, databases, directories, information, maps, networks, products, programs, servers, services, software, systems, or websites, (collectively, "**Third-Party Services**"). We have no control over such Third-Party Services and we disclaim any and all responsibility and liability for the content, operation, or use of such Third-Party Services. All Third-Party Services are provided on an "as-is" basis, with no warranties of any kind.

**12. Mapping Limitations.** All maps are provided for REFERENCE AND INFORMATIONAL PURPOSES ONLY. All map features contained therein are APPROXIMATIONS, and are not accurate to surveying or engineering standards. We make no representation, warranty or guarantee as to the content contained on any map (which may have been derived from third party sources), regarding accuracy, timeliness, or completeness of any of the data provided therein, and assume no legal responsibility or liability for the information contained on any map. Any use of any map with respect to accuracy and precision shall be your sole responsibility and you should not act, or abstain from acting, based upon mapping information obtained from the Services.

**13. Risk Scoring.** All excavations carry the risk of an excavator causing damage to a buried facility. The use of KorTerra's Risk Scoring functionality is intended to assist in identifying Tickets which may have an elevated level of risk to enable our customers to make informed decisions and best mitigate the risk of damage. A decision to perform or not perform a locate should not be based on the results of a risk score.

**14. Data Archival, Accessibility, and Retrieval.** All data stored in the Services as a result of your direct interactions with and use of the Services ("**Transactional Data**") will be retained by us and accessible to you during your use of the Services. Transactional Data not created or modified within the prior 24 months may be moved to and accessible through an archival site. For reporting made available through KorTerra Business Insights, Transactional Data will be available for a lookback period of 36 months. Notwithstanding the foregoing, we are not obligated to retain Your Data (of which Transactional Data is a subset) after the effective date of termination of this Agreement. If requested by you prior to the effective date of termination of this Agreement, we will provide to you, as a Professional Service, an export of the then most recent Transactional Data maintained by us, provided that all outstanding Service Fees and any amounts payable as a result of such termination have been paid. Pricing for such

Professional Service will be provided based on our then-current rates and the volume of data requested for extraction.

**15. Storage Limits and Additional Storage.** KorTerra Visual Evidence includes storage of up to 100GB, unless otherwise specified on the applicable Order Form, for all photos, sketches, and other files uploaded by you through your use of the Service. Additional storage can be purchased if needed by contacting KorTerra. You are responsible for monitoring your storage usage and ensuring you do not exceed your allotted storage capacity. If you exceed your allotted storage capacity, we reserve the right to invoice you, and you agree to pay, for such additional storage usage. In the event you do not purchase additional storage capacity, we reserve the right to restrict your upload of additional files through your use of the Service. You may request up to once per quarter for aging attachment data to be removed from the Service. Upon request, data can be bulk offloaded and provided to you via physical removable media for an additional fee.

To increase the efficiency of attachment storage usage, images of compatible file types such as JPEGs may be compressed and resized when uploaded to the Service. Images are stored with the original aspect ratio maintained but may be resized to a maximum height or width of 1080 pixels and compressed using 70% JPEG image compression. We are not liable for any loss in image resolution or quality resulting from the compression and resizing process. You may request to disable image compression and resizing for your account by contacting KorTerra Support, however, this will result in larger file sizes and increased storage utilization, which may in turn result in additional fees. We are not liable for any loss or corruption of files stored via the Service.

**16. Facility Mapping.** Facility Mapping in KorTerra Ticket Management includes configuration of up to 10 facility layers. More layers can be made available to you for an additional fee. If you choose to make your maps available to us via a WMS endpoint hosted by you, you are responsible for ensuring that the endpoint is accessible and functional. Alternatively, KorTerra can host your facility maps on your behalf by you providing GIS files in the shapefile (SHP) format. Updated copies of each shapefile may be provided up to quarterly, with more frequent updates being available for an additional fee.

**17. Employee Non-Solicitation.** During the term of this Agreement and for two (2) years thereafter, you agree that you will not directly or indirectly, solicit for employment, hire, employ or otherwise retain as an independent contractor, any of our employees who been involved in the provision of Services to you. Notwithstanding the foregoing, you shall not be in breach of this prohibition by hiring any such employee as a result of the employee responding to a generally published advertisement for employment or that employee's contacts with a placement agency initiated by the employee.

**18. Notices.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (i) the delivery date if delivered personally; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available; or (iv) the day of sending by email. Notices to KorTerra must be sent to: KorTerra, Inc., Attn: President, 1851 Lake Drive West, Chanhassen, MN 55317, or [legalnotices@korterra.com](mailto:legalnotices@korterra.com); notices to you will be sent to the physical address or email address you provided on the applicable Order Form or Statement of Work. Either party may update its address by giving notice to the other party in accordance with this Section.

**19. General Provisions.**

**19.1 Dispute Resolution.** Prior to instituting formal legal proceedings, the parties agree to attempt to resolve all disputes arising out of or relating to this Agreement informally. To invoke this process a party shall appoint a

designated executive with authority to settle the matter and request that the other party do the same. The other party shall make such appointment within five (5) days of receipt of the request. The designated executives shall then have up to thirty (30) days to attempt in good faith to resolve the matter. The informal dispute resolution process shall terminate at the end of the thirty (30) day period unless extended by mutual agreement. Disputes not resolved by informal dispute resolution as provided in this Section may be resolved by litigation, subject to Section 19.2, unless the parties mutually agree to an alternative dispute resolution method such as arbitration. Nothing in this Section shall prevent, or be construed as preventing, a party from (a) instituting formal proceedings to avoid the expiration of any applicable limitations period, or (b) seeking injunctive or other equitable relief in a court of appropriate jurisdiction. The parties agree that all negotiations pursuant to this Section will be confidential and therefore treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions.

**19.2 Governing Law and Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in Carver County District Court located in Carver County, Minnesota or United States District Court for the District of Minnesota located in Hennepin County, Minnesota, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

**19.3 Successors and Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and Statements of Work), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Each party shall promptly provide notice of any such assignment. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**19.4 No Waiver.** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

**19.5 Force Majeure.** Neither party shall be required to perform any term, condition or covenant of this Agreement to the extent such performance is delayed or prevented by labor difficulties, governmental orders, civil commotions, pandemics, acts of God, or other conditions or circumstances beyond either party's reasonable control. We shall not be liable for interruptions caused by failure of equipment or services not provided by us, failure of communications, power outages, or other interruptions not within our complete control, and we shall not be liable for performance deficiencies caused or created by your equipment. We shall not be liable if changes in operation, procedures, or the Services require modification or alteration of your equipment, render the same obsolete or otherwise affect its performance. The foregoing shall not excuse either party from the payment of any monies due pursuant to this Agreement.

**19.6 Severability.** Each provision of this Agreement is intended to be severable. In the event that any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**19.7 Marketing.** You hereby grant to us the express right to use your company name and logo in marketing, sales, financial, and public relations materials and other communications solely to identify you as our customer. We hereby grant to you the express right to use our name and logo solely to identify us as a provider of services to you. Other than as expressly stated herein, neither party shall use the other party's trademarks or service marks without the prior written permission of the other party.

**19.8 Entire Agreement and Order of Precedence.** This Agreement, including and together with any related Order Forms or Statements of Work, constitutes the entire agreement between you and us pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No purchase order or other ordering document (excluding Order Forms or Statements of Work) submitted by you that purports to modify or supplement the terms of this Agreement shall add to or modify the terms of this Agreement in any way. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the applicable Statement of Work.

**19.9 No Third-Party Beneficiaries.** Nothing in this Agreement is meant to create or creates any rights, obligations, or benefits directly or indirectly to any party not a signatory of this Agreement.

**19.10 Relationship.** The sole relationship between you and us is that of independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary relationship, or employment relationship between the parties.

**19.11 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**19.12 Counterparts; Electronic Copies.** An Order Form or Statement of Work may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same instrument. Signatures to an Order Form or Statement of Work transmitted by electronic mail in "portable document format" (".pdf"), or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

**19.13 Updates.** This Agreement may be updated or changed ("**Updated**") by us at any time. If we do so, we will let you know through a notification within the Services, by email, or by posting the Updated version of this Agreement at <https://www.korterra.com/legal/services-agreement/> with an updated "last updated" date at the bottom of the Updated version of this Agreement. Except as otherwise specified by us, the Updated version of this Agreement supersedes all prior versions and will be effective and binding as of the "last updated" date. You may be required to click a box to accept the Updated version of this Agreement when accessing the Services. In any event, continued use of the Services after the Updated version of this Agreement goes into effect will constitute your acceptance of the Updated version of this Agreement.

**Last updated: May 1, 2024**



# City Council

## Agenda Item

**Subject:** Authorization for the City Manager to sign a contract for services between the First District Association of Local Governments and the City of Watertown for Administrative Services related to the administration of the EDA Grant, ED25DEN0G0061.

**Meeting:** City Council - Aug 18 2025

**From:** Alan Stager, City Manager

---

### **BACKGROUND INFORMATION:**

First District Association of Local Governments will render certain project management, reporting and support services in connection with EDA Project Number ED25DEN0G0061.

---

### **FINANCIAL CONSIDERATIONS:**

There is no additional cost to the City as this line item was included in the budget of the grant application and is being paid for with Federal Grant funds.

---

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

I move to approve the Authorization for the City Manager to sign a contract for services between the First District Association of Local Governments and the City of Watertown for Administrative Services related to the administration of the EDA Grant, ED25DEN0G0061.

---

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

[City of watertown and FDALG Contract](#)

**PROFESSIONAL SERVICES CONTRACT****PART I - AGREEMENT**

**THIS AGREEMENT**, entered into this 3<sup>rd</sup> day of July 2025 by and between the First District Association of Local Governments, hereinafter called the “*District*,” acting herein by Todd A. Kays, Executive Director of the District, hereunto duly authorized, and the City of Watertown, hereinafter called the “*City*,” acting herein by Alan Stager, for the City.

**WITNESSETH THAT:**

**WHEREAS**, the City desires to implement EDA Project Number ED25DEN0G0061, a Public Works Program project funded by the U. S. Department of Commerce and administered by the Denver Regional Office of the Economic Development Administration; and

**WHEREAS**, the City is and will act with authority as the Fiscal Agent for the EDA funded project identified above, and

**WHEREAS**, the City desires to engage the District to render certain project management, reporting and support services in connection with the EDA project.

**NOW THEREFORE**, the parties do mutually agree as follows:

1. **Scope of Services**  
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. **Time of Performance** - The services of the District shall commence on July 3, 2025. All of the services required and performed hereunder shall be completed no later than April 30, 2028.
3. **Access to Information** - It is agreed that all information, data, reports and records and/or other information as is existing, available and necessary for the carrying out of the work outlined above shall be furnished to the District by the City and its agents. No charge will be made to the District for such information and the City and its agents will cooperate with the District in every way possible to facilitate the performance of the work described in the Agreement.
4. **Compensation and Method of Payment** – The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed twenty thousand dollars (\$20,000). Payment to the District shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Agreement, which is hereby incorporated by reference into this Agreement. Should the Project be completed in its entirety prior to the period allowed for its completion, all of the District’s responsibilities and services required under this Agreement be fully completed, and all obligations to the EDA are met, full compensation to the District in the amount of twenty thousand dollars (\$20,000) shall be completed at that time. Interim payment to the District shall be upon percentage completion of the Scope of Services.
5. **Indemnification** – The District shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agents from and against them, and shall assume full responsibility for administering the project identified above.
6. **Miscellaneous Provisions**

1. This Agreement shall be construed under and in accord with the laws of the State of South Dakota, and all obligations of the parties created hereunder are performable in Codington County, South Dakota.
  2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
  3. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All other terms hereof shall remain in full force and effect.
  4. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  5. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
7. **Terms and Conditions** - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

**IN WITNESSETH HEREOF**, the parties have hereunto set their hands and seals as of the date first affixed above.

**(Recipient)**

---

**Alan Stager,**  
*City Manager*

**(District)**



---

**Todd A. Kays,**  
**Executive Director**

**PROFESSIONAL SERVICES CONTRACT****PART II - SCOPE OF SERVICES**

The District shall provide the following scope of services:

**1. Project Management**

1. Develop a record keeping and filing system consistent with program guidelines.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to City personnel on implementation of the EDA project and regulatory matters pertaining thereto.
4. Furnish the City with necessary completed forms and reporting required for implementation of the EDA project.
5. Assist the City in meeting all specific award condition requirements that may be stipulated in the EDA Financial Assistance Award between the City and U. S. Department of Commerce, Economic Development Administration, Denver Regional Office.
6. Prepare and submit all required project reporting required by EDA Project Number ED25DEN0G0061, including but not limited to progress reporting, quarterly reporting, and other reporting included in the EDA Financial Assistance Award between the City and the EDA Denver Regional Office.
7. Establish internal procedures to document expenditures associated with local administration of the project.
8. Serve as liaison for the City during the implementation and completion of the EDA project with any monitoring visit by staff representatives from EDA or its Denver Regional Office.

**2. Financial Management**

1. Assist the City by improving its ability to manage and report progress and use of funds from federal sources through the Denver Regional Office of the EDA for the project identified above.
2. Assist the city in compliance with all EDA rules, regulations, specifications, or other directives pertinent to the identified project.
3. Prepare and submit all reporting for all funded and scheduled drawdowns of project funds on behalf of the City in order to ensure orderly, timely allocation and disbursement of funds within the period of this agreement.
4. Review invoices received for payment and file back-up documentation.

5. Provide general advice and technical assistance to the city and its agents on implementation of the EDA project and regulatory matters pertaining thereto.
6. Assist the City in interpreting and complying with established procedures for the EDA project and reporting to the Denver Regional Office.
7. Provide general advice and technical assistance to the City and its agents on implementation of the EDA project and associated regulatory matters.

**PROFESSIONAL SERVICES CONTRACT**

**PART III - PAYMENT SCHEDULE**

The City shall reimburse the District for grant administration services provided for completion of the Scope of Services in the amount of twenty thousand dollars (\$20,000), based upon milestones depicting percentage completion of the Scope of Services. The payments to the District will be made from funds provided by the City. Milestones established for payment and the amounts paid are as follows:

**Payment Schedule**

Payment	Amount	Basis of Payment
I	\$4,000	Completion of twenty percent (20%) of the Scope of Services identified herein.
II	\$4,000	Completion of forty percent (40%) of the Scope of Services identified herein.
III	\$4,000	Completion of sixty percent (60%) of the Scope of Services identified herein.
IV	\$4,000	Completion of eighty percent (80%) of the Scope of Services identified herein.
V	\$4,000	Completion of one hundred percent (100%) of the Scope of Services identified herein.
<b>Total Payment</b>	<b>\$20,000</b>	

All payments shall be determined by the City from its estimates of completion of the entire EDA project. Payment to the District shall be made from those estimates and in the amounts prescribed above.

**PROFESSIONAL SERVICES CONTRACT****PART IV - TERMS AND CONDITIONS**

1. **Termination of Contract.** If, through any cause, the District shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the City as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date.

If the Contract is terminated by the City as provided herein, all finished or unfinished documents, information or reports prepared by the District under this Contract shall, at the option of the City, become its property and the District shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the District shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the District, and the City may withhold any payments to the District for the purpose of set-off until such time as the exact amount of damages due the City from the District is determined.

2. **Termination for Convenience of the City .** The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the District. If the Contract is terminated by the City as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the District, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The City may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation which are mutually agreed upon by and between the City and the District shall be incorporated in written amendments to this Contract.
4. **Personnel.**
  1. The District represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
  2. All of the services required hereunder will be performed by the District or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  3. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. **Assignment of Contract.** The District shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: Provided, however, that claims for money by the District from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
6. **Reports and Information.** The District, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the District under this Contract are confidential, and the District agrees that they shall not be made available to any individual or organization without the prior written approval of the  
.
8. **Compliance with Local Laws.** The District shall comply with applicable laws, ordinances and codes of the State of South Dakota and its local governments.
9. **Equal Employment Opportunity.** During the performance of this Contract, the District agrees as follows:
  1. The District will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, gender identity, color, handicap, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
  2. The District will, in all solicitation or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, handicap or national origin.
  3. The District will cause the foregoing provisions to be inserted in all subcontracts for any work or services covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  4. The District will include the provisions 9.1, 9.2, and 9.3 in every subcontract or purchase order unless exempted.
10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal

financial assistance.

11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
12. **Public Works and Economic Development Act of 1965, as amended:** The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the Financial Assistance Award to the City, Award Number ED25DENOG0061, supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the Financial Assistance Award shall prevail.
13. **Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures.** The District agrees to report to the City on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number ED25DENOG0061, in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Financial Assistance Award to the City will be provided in a separate GPRA information collection document. EDA will advise the City in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.
14. **Interest of Members of the District.** No member of the governing body of the District and no other officer, employee, or agent of the District who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the City shall take appropriate steps to assure compliance.
15. **Interest of Other Local Public Officials.** No member of the governing body of the District and no other public official of the District, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the City shall take appropriate steps to assure compliance.
16. **Interest of Firm and Employees.** The District covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The District further covenants that in the performance of this Contract, no person having any such interest shall be employed.



# City Council

## Agenda Item

**Subject:** Application for a Special Malt Beverage Retailers License to Good Enterprises LLC d/b/a Casino Speedway for the Watertown Pro-Rodeo at Derby Downs Rodeo Grounds, 3000 Golf Course Road, N 1/2 SW 1/4 Less OL 3 & Less that Pt Watertown Airport 1st Subd Ly within City Lands 26-117-53, from 5:30 PM until 10:00 PM on both Friday, August 22nd and Saturday, August 23rd, 2025.

**Meeting:** City Council - Aug 18 2025

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

---

### **BACKGROUND INFORMATION:**

The applicant has provided proof of insurance and has paid the necessary fees. Per SDCL 35-4-124, a public hearing is not required for existing alcoholic beverage license holders.

---

### **FINANCIAL CONSIDERATIONS:**

Applicant has paid \$300 to the City of Watertown for the Special Event fee.

---

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

I move to approve the application for a Special Malt Beverage Retailers License to Good Enterprises LLC d/b/a Casino Speedway for the Watertown Pro-Rodeo at Derby Downs Rodeo Grounds, 3000 Golf Course Road, N 1/2 SW 1/4 Less OL 3 & Less that Pt Watertown Airport 1st Subd Ly within City Lands 26-117-53, from 5:30 PM until 10:00 PM on both Friday, August 22nd and Saturday, August 23rd, 2025.

---

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

[Watertown Rodeo](#)

[Rodeo Map](#)



**Special Event & Weekly Seasonal Event Alcohol Beverage License Application**

1. License Type(s) Requested

<input checked="" type="checkbox"/>	Special Malt Beverage Retailers License
<input type="checkbox"/>	Special On-Sale Wine Retailers License
<input type="checkbox"/>	Special On-Sale License
<input type="checkbox"/>	Special Off-Sale Package Wine Dealers License
<input type="checkbox"/>	Special Off-Sale Package Wine Dealers License – Donated Beverages
<input type="checkbox"/>	Special Off-Sale Package Malt Beverage Dealers License – Donated Beverages
<input type="checkbox"/>	Special Off-Sale Package Dealers License – Donated Beverages

2. Name and Description of Special Event WATER TOWN ZODIAC - PRO ZODIAC EVENT

3. Event Date(s) and times: 8/22 - 8/23 5:30 pm - 10:00 AM

(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: DEBBY DOWNS ZODIAC LOBBY  
Event Address: DEBBY DOWNS, WATERTOWN, SD 57201

5. Event Applicant and Applicant Address: GOOD ENTERPRISES, LLC  
PO BOX 1362 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).

<input type="checkbox"/>	Civic
<input type="checkbox"/>	Charitable
<input type="checkbox"/>	Educational
<input type="checkbox"/>	Fraternal
<input type="checkbox"/>	Veterans Organization
<input checked="" type="checkbox"/>	Existing On-Off Sale Malt Beverage Licensee
<input type="checkbox"/>	Existing On-Off Sale Wine Licensee
<input type="checkbox"/>	Existing On-Sale Liquor Licensee

6. Event Coordinator's Name Mar Blais - K&H ZODIAC, LLC  
Email: KANS H ZODIAC @ GMAIL . COM  
Business Ph# 605 - 880 - 4418

Agenda Item 7.(f) Application for a Special Malt Beverage Retailers Lice...

7. Name of Entity Serving Alcohol (if not applicant): GOOD ENTERPRISES, LLC

8. Method of alcohol consumption:

<input checked="" type="checkbox"/>	Sold and consumed on site
<input type="checkbox"/>	Sold/Auctioned and consumed off site <i>-for example, a winery basket at a silent auction</i>

9. Estimated number of Participants 4,000  
Estimated number of Minors 1,000

Method in which applicants plan to prevent underage consumption: ALL PATRONS WILL BE I.D. PRIOR TO RECEIVING A WRIST BAND. WRIST BAND REQUIRED FOR SALE & CONSUMPTION.

\*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 location. 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.

Agenda Item 7.(f) Application for a Special Malt Beverage Retailers Lice...

- 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 submitted 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 herein are true and correct; that the said applicant complies with all requirements for the Special Event Alcohol License in the City of Watertown, SD.

  
\_\_\_\_\_  
Signature

8-12-2025  
\_\_\_\_\_  
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 8/18/25.  
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 \_\_\_\_\_



**Granite State Insurance Company**

A stock company  
1271 Ave of the Americas, FL 37, New York, NY 10020  
800-225-5244

**SUBSCRIBING MEMBER'S CERTIFICATE – GENERAL LIABILITY**

THIS SUBSCRIBING MEMBER'S CERTIFICATE FORMS A PART OF THE MASTER POLICY FOR:	Preferred Motor Sports Risk Purchasing Group, LLC, 4300 Marketpointe Dr., Suite 600, Bloomington, MN, 55435
	Master Policy Number: 02-LX-081189693-0 Term: 01/25/2025 to 01/25/2027

Subscribing Member's Certificate Number: 02-LX-018955727-1  
 Renewal of Number: 41-LX-018955727-0

Item 1: Subscribing Member Named Insured & Mailing Address	Producer/Agent Name and Address
Good Enterprises, LLC, PO Box 1362, Watertown, SD, 57201	Safehold Special Risk, Inc, 100 Glen Eagles Court, Carrollton, GA, 30117

**Item 2. Certificate Coverage Period**  
**From:** 05/18/2025 **To:** 05/18/2026  
 At 12:01 AM Standard Time at the Mailing Address of the Subscribing Member Named Insured shown above.

**Item 3. Form of Business:** Limited Liability Company (LLC)

**Item 4. Description of Business:**  
**Locations of All Premises You Own, Rent or Occupy:**  
 1 Oval Racing Facility 104 South Lake Drive, Watertown, SD 57201

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS CERTIFICATE, THIS POLICY, AND THE MASTER POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE(S) AS INDICATED IN ITEM 5. BELOW. THE PREMIUMS SHOWN MAY BE SUBJECT TO ADJUSTMENT.

<b>Estimated General Liability Premium:</b>	<u>                    \$1,000</u>
<b>Terrorism Premium (if accepted)</b>	<u>                    </u>
<b>State Taxes, Fees And Surcharges (if applicable):</b>	<u>                    \$0.00</u>
<b>Estimated Total Member Premium:</b>	<u>                    \$1,000.00</u>
<b>Deposit Premium:</b>	<u>                    \$1,000</u>
<b>Payment Plan:</b>	<u>                    Monthly Reporting</u>

**Item 5. Coverage(s) and Limit(s) of Insurance**

<b>COMMERCIAL GENERAL LIABILITY</b>	COVERAGE SPECIFICATIONS: YOUR POLICY CONSISTS OF THE FOLLOWING COVERAGE(S) WHEN A LIMIT OF INSURANCE IS INDICATED BELOW. IF A LIMIT OF LIABILITY IS NOT SHOWN, THERE IS NO COVERAGE PROVIDED.
-------------------------------------	---

LIMITS AND DEDUCTIBLES		
General Aggregate Limit		\$5,000,000
Products-Completed Operations Aggregate Limit		\$5,000,000
Each Occurrence Limit		\$1,000,000
Damage To Premises Rented To You Limit	\$100,000	<i>Any one premises</i>
Medical Expense Limit	EXCLUDED	<i>Any one person</i>
Personal & Advertising Injury Limit	\$1,000,000	<i>Any one person or organization</i>
<i>{Include any additional coverages, limits, retroactive dates, and deductibles as needed}</i>		
Liquor Liability	\$1,000,000 \$2,000,000	<i>Each Common Cause Limit Aggregate Limit</i>

**Item 6. Classification and Premium**

Location Number/Classification /Code No.	Rate	Premium
1/Race Tracks - motorized vehicles - operators/46911	per monthly reporting- see below	\$
1/All States - except Michigan - Restaurants, Taverns, Hotels, Motels, including package sales/58161	per monthly reporting- see below	\$
<b>Total Estimated Premium</b>		\$

The TOTAL PREMIUM shown above includes charges for endorsements which may not be listed in the CLASSIFICATION AND PREMIUM section above.

Audit Period (If Applicable)	<input type="checkbox"/> Annually	<input type="checkbox"/> Semi-Annually	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly
------------------------------	-----------------------------------	--	------------------------------------	----------------------------------

**Item 7. Endorsements Attached to This Policy: As Listed On The Master Policy And Any Additional Forms Listed Here Adding, Deleting, or Amending Coverage (if applicable)**

See Forms Schedule

05-21-25  
Issued Date

  
Authorized Representative

THIS IS TO CERTIFY THAT THE COVERAGE OF INSURANCE LISTED ABOVE HAS BEEN ISSUED TO THE MEMBER INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. THIS CERTIFICATE, TOGETHER WITH ANY FORM(S) AND ENDORSEMENT(S) MADE PART OF THIS POLICY, AND THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S) MADE PART OF THE MASTER POLICY, COMPLETE THE ABOVE NUMBERED CERTIFICATE.

THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE MASTER POLICY AND ANY PROVISIONS AND ENDORSEMENTS LISTED ABOVE.

Race Tracks-motorized vehicles	Oval Events	Reporting	\$530.00
Race Tracks-motorized vehicles	Oval Additional Event Days	Reporting	\$270.00
Race Tracks-motorized vehicles	Partial Event Cancellation	Reporting	\$135.00
Race Tracks-motorized vehicles	Partial Grudge Cancellation	Reporting	\$68.00
Race Tracks-motorized vehicles	Practice	Reporting	\$140.00

148186 (11/23)	Includes copyrighted material of Insurance Services Office, Inc., with its permission.	Page 2 of 2
----------------	--	-------------



Derby Downs

-  Bar Locations
-  Wrist Band Location



# City Council

## Agenda Item

**Subject:** Approval of Resolution No. 25-25, Proposed Resolution of support for South Dakota Public Assurance Alliance (SDPAA) Board Member: Adam Karst

**Meeting:** City Council - Aug 18 2025

**From:** Alan Stager, City Manager

---

### **BACKGROUND INFORMATION:**

Adam Karst, Director of Administration at the Watertown Municipal Utilities, served a 1-year term on the SDPAA Board and would like to serve an additional 5-year term. The South Dakota Public Assurance Alliance requires a resolution of support from the Watertown City Council in order for Adam Karst to apply for the renewal to serve on the SDPAA Board.

---

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

I move to approve Resolution No. 25-25, Proposed Resolution of support for South Dakota Public Assurance Alliance (SDPAA) Board Member: Adam Karst

---

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

[Res No. 25-25 SDPAA](#)

**RESOLUTION NO. 25-25**

**RESOLUTION OF SUPPORT SD PUBLIC ASSURANCE ALLIANCE (SDPAA)  
BOARD MEMEBER: ADAM KARST**

WHEREAS: The South Dakota Public Assurance Alliance requires a resolution of support from the governing body, The Watertown City Council, of an application to the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Watertown South Dakota hereby supports Adam Karst to serve on the South Dakota Public Assurance Alliance Board of Directors for an additional 5-year term.

Dated at Watertown, South Dakota, this 18<sup>th</sup> day of August, 2025.

The above and foregoing Resolution was moved for adoption by Alderperson \_\_\_\_\_, seconded by Alderperson \_\_\_\_\_, and upon roll call motion carried, whereupon the Mayor declared the same to be duly passed and adopted.

I hereby certify that Resolution 25-25 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_\_ day of August, 2025.

ATTEST:

CITY OF WATERTOWN

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

\_\_\_\_\_  
Ried Holien  
Mayor



# City Council

## Agenda Item

**Subject:** Approval of Resolution 25-26 Consenting to a Transfer of Control of Franchise Involving Clarity Telcom, LLC dba Bluepeak

**Meeting:** City Council - Aug 18 2025

**From:** Alan Stager, City Manager

---

### **BACKGROUND INFORMATION:**

Clarity Telecom, LLC DBA Bluepeak, our current franchised Cable TV Provider, has notified the City of Watertown that it intends to undertake a series of internal transactions that will result in the transfer of the Cable TV system and franchise currently held by Bluepeak to one of two indirect, wholly owned subsidiaries, Bluepeak BTS Borrower, LLC or Bluepeak ABS Asset Entity I, LLC. The City must provide consent of this transfer.

---

### **FINANCIAL CONSIDERATIONS:**

N/A.

---

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

I move to approve Resolution 25-26 Consenting to a Transfer of Control of Franchise Involving Clarity Telcom, LLC dba Bluepeak

---

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

[Res 25-26 Bluepeak](#)

[Watertown, SD - Bluepeak Asset Transfer Form 394](#)

**RESOLUTION NO. 25-26**

**RESOLUTION CONSENTING TO A TRANSFER OF CONTROL OF FRANCHISE**

**WHEREAS**, Clarity Telecom, LLC (“Franchisee”) currently holds a cable television franchise (“Franchise”) granted by the City of Watertown (“Municipality”) authorizing Franchisee to own and operate a cable television system in the Municipality;

**WHEREAS.** Franchisee intends to undertake a series of internal transactions (the “*Pro Forma Asset Transfer*”) that will result in the transfer of the Cable TV system and franchise to an indirect, wholly owned subsidiary of Franchisee to be designed at closing (“Bluepeak Subsidiary”). Bluepeak Subsidiary will assume all duties, rights and responsibilities pertaining to the operation of the Cable TV System pursuant to the Franchise granted by the Municipality; which will continue unchanged in full force and effect. Bluepeak Subsidiary will be managed and operated by Franchisee in all material respects, and the *Pro Forma Asset Transfer* will not result in any change to the service, rates, terms or conditions currently offered by Franchise.

**WHEREAS**, Franchisee and Bluepeak Subsidiary, requested that Municipality consent, to the extent required, to the Pro Forma Asset transfer as described in the FCC Form 394 (Application for Franchise Authority Consent to Transfer of Control of Cable Television Franchise) filed with Municipality (“394 Application”); and

**WHEREAS**, Municipality has reviewed the 394 Application and will consent to the Pro Forma Asset Transfer as described in the 394 Application.

NOW, THEREFORE, MUNICIPALITY RESOLVES:

1. Municipality consents to the transaction and resulting Pro Forma Asset Transfer.
2. Municipality confirms the Franchise is valid and in full force and effect.
3. The City Manager of Municipality is authorized to enter into, execute, and deliver on behalf of Municipality this consent, along with other documents as may be necessary evidencing this Resolution without further action by this governing body.

Approved by the City of Watertown, South Dakota this \_\_\_ day of August, 2025.

The above and foregoing Resolution No. 25-26 was moved for adoption by Alderperson \_\_\_\_\_, seconded by Alderperson \_\_\_\_\_, and upon voice vote motion carried, whereupon the Mayor declared the Resolution to be duly passed and adopted.

I hereby certify that Resolution No. 25-26 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_ day of \_\_\_\_\_, 2025.

Kristen Bobzien, Finance Officer

**CITY OF WATERTOWN, SD**

**ATTEST:**

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

\_\_\_\_\_  
Ried Holien  
Mayor

August 1, 2025

**VIA EMAIL**

Ried Holien, Mayor  
City of Watertown  
20 N. Maple  
Watertown, SD 57201

**Re: Request for Consent for Proposed *Pro Forma* Asset Transfer  
Involving Clarity Telecom, LLC DBA Bluepeak**

Dear Mayor Holien,

Clarity Telecom, LLC, DBA Bluepeak (“Bluepeak”), your current franchised Cable TV provider, notifies you that it intends to undertake a series of internal transactions that will result in the transfer of the Cable TV system and franchise currently held by Bluepeak to one of two indirect, wholly owned subsidiaries, Bluepeak BTS Borrower, LLC (“Bluepeak BTS”) or Bluepeak ABS Asset Entity I, LLC (“Bluepeak ABS”, together with Bluepeak BTS, the “Bluepeak Subsidiaries”) (the “*Pro Forma* Asset Transfer”). Upon completion of the *Pro Forma* Asset Transfer, Bluepeak will continue to operate the Cable TV system. The *Pro Forma* Asset Transfer will not cause confusion or disruption to customers because Bluepeak and the Bluepeak Subsidiaries will market and perform their respective services under the “Bluepeak” brand with which customers are familiar; will maintain the same rates and terms of service; and will use Bluepeak’s same customer service, technical, operational, and managerial personnel.

In connection with the *Pro Forma* Asset Transfer, Bluepeak hereby requests that the City grant its consent and execute the enclosed Franchise Resolution. In support of our request, enclosed is FCC Form 394 (Application for Franchise Authority Consent to Transfer of Control of Cable Television Franchise) and Exhibits describing the *Pro Forma* Asset Transfer, and a copy of a Franchise Resolution for you to pass and adopt at the City’s earliest convenience.

Please mail the executed original Resolution to my attention at:

Clarity Telecom, LLC d/b/a Bluepeak  
4600 S Ulster St, Ste 1300  
Denver, CO 80237

We are pleased with the services we provide our customers, but we also strive to improve such services. We continually upgrade not only our channel lineups and internet speeds, but our technical and customer service staffs as well. The *Pro Forma* Asset Transfer is being conducted to enable additional financing that will put Bluepeak in an even stronger position to continue its fiber deployment and to serve its customers. Based upon our record of quality service and cooperation with the public officials in the areas we service, it is our hope that you will consent to the *Pro Forma* Asset Transfer at your next available meeting.



4600 S Ulster St, Suite 1300 | Denver, CO 80237 | [www.MyBluepeak.com](http://www.MyBluepeak.com)



**RESOLUTION CONSENTING TO A TRANSFER OF CONTROL OF FRANCHISE**

WHEREAS, Clarity Telecom, LLC (“Franchisee”) currently holds a cable television franchise (“Franchise”) granted by the City of Watertown (“Municipality”) authorizing Franchisee to own and operate a cable television system in the Municipality;

WHEREAS, Franchisee intends to undertake a series of internal transactions (the “*Pro Forma Asset Transfer*”) that will result in the transfer of the Cable TV system and franchise to an indirect, wholly owned subsidiary of Franchisee to be designated at closing (“Bluepeak Subsidiary”). Bluepeak Subsidiary will assume all duties, rights and responsibilities pertaining to the operation of the Cable TV System pursuant to the Franchise granted by the Municipality, which will continue unchanged in full force and effect. Bluepeak Subsidiary will be managed and operated by Franchisee in all material respects, and the *Pro Forma Asset Transfer* will not result in any change to the services, rates, terms, or conditions currently offered by Franchisee.

WHEREAS, Franchisee and Bluepeak Subsidiary, requested that Municipality consent, to the extent required, to the *Pro Forma Asset Transfer* as described in the FCC Form 394 (Application for Franchise Authority Consent to Transfer of Control of Cable Television Franchise) filed with Municipality (“394 Application”); and

WHEREAS, Municipality has reviewed the 394 Application, and will consent to the *Pro Forma Asset Transfer* as described in the 394 Application.

NOW, THEREFORE, MUNICIPALITY RESOLVES:

1. Municipality consents to the transaction and resulting *Pro Forma Asset Transfer*.
2. Municipality confirms the Franchise is valid and in full force and effect.
3. The Clerk of Municipality is authorized to enter into, execute, and deliver on behalf of Municipality this consent, along with other documents as may be necessary evidencing this Resolution without further action by this governing body.

ADOPTED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF WATERTOWN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FCC 394**

**APPLICATION FOR FRANCHISE AUTHORITY  
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL  
OF CABLE TELEVISION FRANCHISE**

FOR FRANCHISE AUTHORITY USE ONLY

**SECTION I. GENERAL INFORMATION**

DATE	1-Aug-25	1. Community Unit Identification Number:	SD0305
------	----------	--	--------

2. Application for:  Assignment of Franchise  Transfer of Control

3. Franchising Authority:		Watertown, SD	
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located:			
Watertown, SD			
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:			
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:		1-Oct-25	

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.  
N/A

**PART I - TRANSFEROR/ASSIGNOR**

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first)			
Clarity Telecom, LLC			
Assumed name used for doing business (if any)			
Bluepeak			
Mailing street address or P.O. Box			
4600 S. Ulster Street, Ste 1300			
City	State	ZIP Code	Telephone No. (include area code)
Denver	CO	80237	(720) 241-1196

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.  
N/A

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

Yes  No

If No, explain in an Exhibit.

Exhibit No.  
I.I.2

**PART II - TRANSFEREE/ASSIGNEE**

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first)			
Either Bluepeak BTS Borrower, LLC or Bluepeak ABS Asset Entity I, LLC			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box			
4600 S. Ulster Street, Ste 1300			
City	State	ZIP Code	Telephone No. (include area code)
Denver	CO	80237	(720) 241-1196

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first)			
Krasney, Marc			
Firm or company name (if any)			
Mailing street address or P.O. Box			
4600 S. Ulster Street, Ste 1300			
City	State	ZIP Code	Telephone No. (include area code)
Denver	CO	80237	(720) 241-1196

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No.
-------------

(d) Indicate the address where the system's records will be maintained.

Street address		
4600 S. Ulster Street, Ste 1300		
City	State	ZIP Code
Denver	CO	80237

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No.
I.II.2

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

<input type="checkbox"/> Corporation	a. Jurisdiction of incorporation:	d. Name and address of registered agent in jurisdiction:
	b. Date of incorporation:	
	c. For profit or not-for-profit:	
<input type="checkbox"/> Limited Partnership	a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:
	b. Date of formation:	
<input type="checkbox"/> General Partnership	a. Jurisdiction whose laws govern formation:	b. Date of formation:
<input type="checkbox"/> Individual		
<input checked="" type="checkbox"/> Other. Describe in an Exhibit.		

Exhibit No. II.1
---------------------

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.).
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

(a) <b>Please see Exhibit II.2</b>		
(b)		
(c)		
(d)		
(e)		
(f)		

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?
- Yes  No

If the answer is No, explain in an Exhibit.

Exhibit No.  
II.3

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?
- Yes  No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?
- Yes  No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?
- Yes  No

If Yes, provide particulars in an Exhibit.

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?
- Yes  No

If No, attach as an Exhibit a full explanation.

Exhibit No.  
II.7

**SECTION III. TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS**

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.
- Yes  No

2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

Exhibit No.  
III

**SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS**

Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.  
IV

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date 7/31/25
	Print full name Richard Fish
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) Chief Executive Officer <input type="checkbox"/> Other. Explain: Authorized Person	

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date 7/31/25
	Print full name Richard Fish
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) Chief Executive Officer <input type="checkbox"/> Other. Explain: Authorized Person	

**Exhibit I.I.2: Transaction Documentation**

Definitive documentation for the *Pro Forma* Asset Transfer have not yet been finalized.

**Exhibit I.II.2: Planned Changes to Terms and Conditions**

There are currently no changes planned to the current terms and conditions of service or operations of the system by Franchisee.

**Exhibit II.1: Form of Business Organization of Transferee**

Both of the potential transferees, Bluepeak BTS Borrower LLC and Bluepeak ABS Asset Entity I, LLC are Delaware limited liability companies.

The contact information for the transferees' registered agent in Delaware is

Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

**Exhibit II.2: Ownership Information of Transferee**

Bluepeak BTS Borrower LLC and Bluepeak Asset Entity I, LLC are both wholly owned, indirect subsidiaries of the current Franchisee, Bluepeak. Completion of the *Pro Forma* Asset Transfer will not result in any change in the ownership of Bluepeak. The following entities own more than 5% of the ownership interests in Bluepeak and of the Franchisee upon completion of the *Pro Forma* Asset Transfer:

**For Bluepeak BTS Borrower, LLC**

- a. Name and principal place of business: Bluepeak BTS Guarantor, LLC (“Bluepeak Guarantor”)  
4600 S Ulster St, Ste 1300  
Denver, CO 80237
- b. Citizenship: United States (Delaware)
- c. Relationship to transferee: Sole member
- d. Number of shares/Nature of interest: As the sole member, Bluepeak Guarantor owns the entirety of the interest in Bluepeak BTS Borrower, LLC
- e. Number of votes: Bluepeak Guarantor controls Bluepeak BTS Borrower, LLC
- f. Percentage of votes: 100%

**For Bluepeak ABS Asset Entity I, LLC**

- a. Name and principal place of business: Bluepeak ABS Issuer, LLC (“Bluepeak Issuer”)  
4600 S Ulster St, Ste 1300  
Denver, CO 80237
- b. Citizenship: United States (Delaware)
- c. Relationship to transferee: Sole member
- d. Number of shares/Nature of interest: As the sole member, Bluepeak Issuer owns the entirety of the interest in Bluepeak ABS Asset Entity I, LLC
- e. Number of votes: Bluepeak Issuer controls Bluepeak ABS Asset Entity I, LLC
- f. Percentage of votes: 100%

**EXHIBIT II.3: Statement Regarding Qualification to Transact Business**

Transferee has registered to do business in Minnesota and South Dakota and will be qualified to transact business in additional states prior to the completion of the *Pro Forma* Asset Transfer.

**Exhibit II.7: Statement Regarding Pledge of Stock**

The Parties contemplate that Franchisee's stock may be pledged as debt to secure financing, however the specific terms of financing have not been determined. The Parties understand that certain rights on default may require approval of the Federal Communications Commission, applicable state regulators, and/or this franchising authority before being exercised.

**Exhibit III: Transferee's Financial Qualifications**

As a wholly owned indirect subsidiary, Franchisee will continue to rely on the financial qualifications of its indirect parent, Clarity Telecom, LLC DBA Bluepeak ("Bluepeak"). Confidential Attachment A hereto, which is provided under seal, contains the most recent full year of audited financial statements of Bluepeak.

#### **Exhibit IV: Transferee's Technical Qualifications**

Following completion of the *Pro Forma* Asset Transfer, the Franchisee's cable system will continue to be managed and operated by Bluepeak's existing technical and operational personnel, and will continue to be led by a management team with decades of industry experience.

The biographies of Franchisee's key management personnel are as follows:

##### **Richard Fish (Chief Executive Officer):**

Mr. Fish is the Chief Executive Officer of Bluepeak and has held multiple senior roles in the cable television and telecommunications industry, including with the previous owners of the Franchisee's cable systems. From January 2013 to April 2020, Mr. Fish served as the Chief Financial Officer of WOW! Before that role, Mr. Fish was Chief Operating Officer of Northwoods Capital Management from 2011 to 2012, and previously held leadership positions at various telecommunications companies, including Deltacom (CFO & EVP; 2005 – 2011) and ICG Communications (CFO & EVP; 2000 – 2004). Earlier in his career, Mr. Fish spent 7 years at AT&T (1993 – 2000) and 6 years at Arthur Andersen (1987 – 1993). Mr. Fish Holds a B.S. in Accounting & Finance from University of Nebraska-Lincoln.

##### **Cash Hagen (Chief Operating Officer):**

Mr. Hagen is currently the Chief Operating Officer of Bluepeak. Before assuming that role, Mr. Hagen was the COO of Evolution Digital, a provider of broadband and video services to residential customers in Colorado, and earlier had served as Chief Operating Officer of WOW! from 2016 to 2018 and as its Chief Technology Officer from 2008 to 2016. Prior to joining WOW!, Mr. Hagen served in various leadership roles in technology, business development, and sales at Nortel Networks from 2003 to 2008. Mr. Hagen holds an M.B.A. from Benedictine University and a B.S. from Lindenwood University.

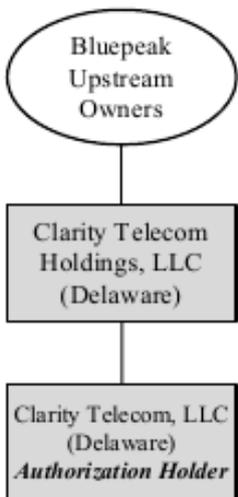
##### **Julie Smoots (Chief Financial Officer):**

As Chief Financial Officer, Julie Smoots ensures Bluepeak's financial decisions fuel both growth and great service. With leadership experience at WOW!, EarthLink, ICG Communications and The Coleman Company, she brings a strong foundation in strategic finance to her role. Julie earned her finance degree from Indiana University's Kelley School of Business and is focused on making smart, forward-thinking investments that power better internet for customers.

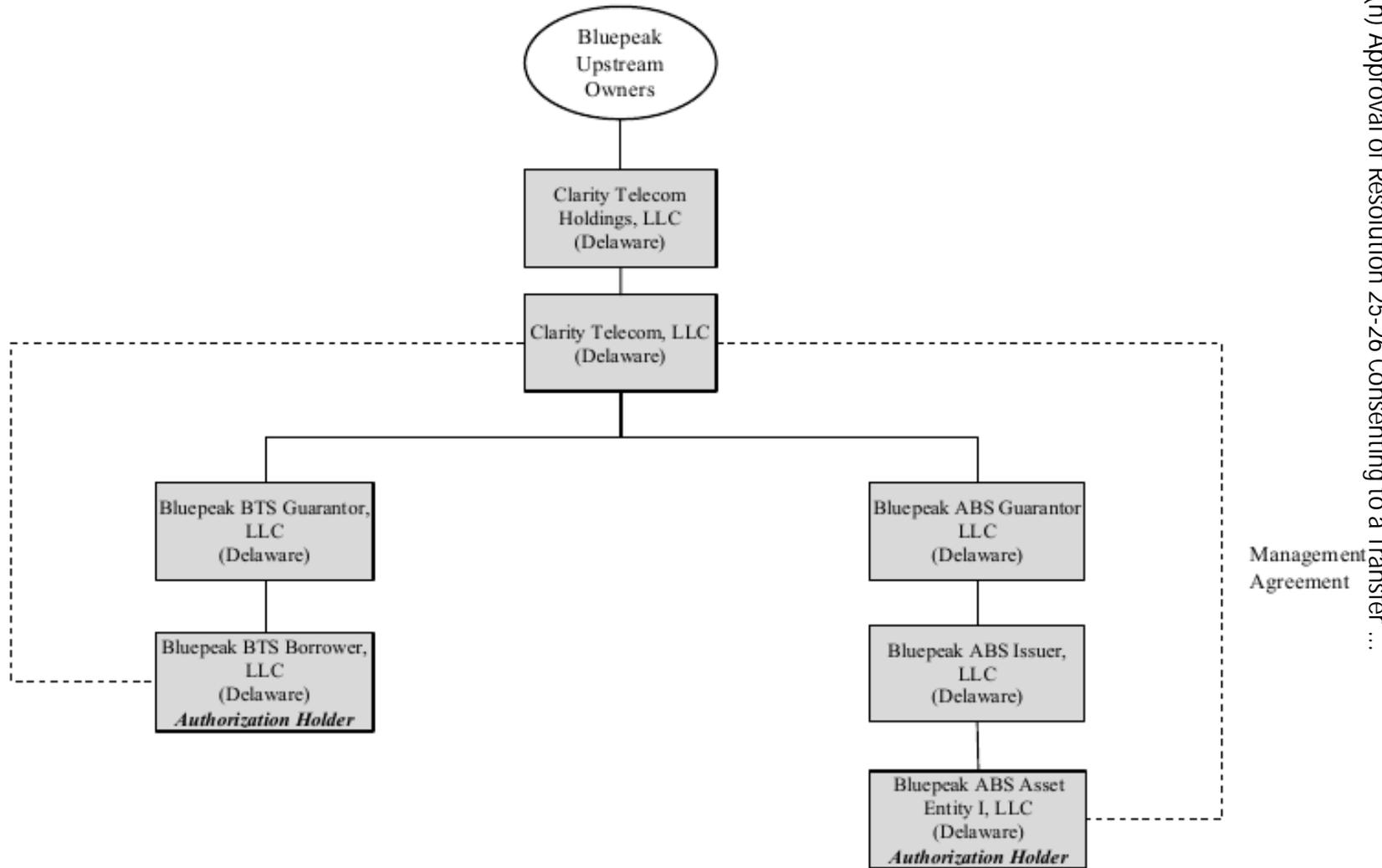
**ATTACHMENT B**

**Corporate Ownership Structures of Franchisee  
Before and After the *Pro Forma* Asset Transfer**

## Bluepeak Ownership Structure Before *Pro Forma* Asset Transfer



# Bluepeak Ownership Structure After *Pro Forma* Asset Transfer





# City Council

## Agenda Item

**Subject:** Approval of Change Order No. 7 (Final) for the Wells Fargo Renovation and Addition for the New City Hall, Project No. 2035, to the Huff Construction Contract for a decrease of \$49,911.74 for a New Contract Amount of \$4,204,558.76

**Meeting:** City Council - Aug 18 2025

**From:** Alan Stager, City Manager

---

### **BACKGROUND INFORMATION:**

The Contract for Huff Construction included allowances for Appliances (\$8,000), Door Hardware (\$5,000), and Wood Finishing (\$20,000). All these items ran under budget, so this change order returns the remaining balance to the City.

Huff's contract also included a contingency allowance, which was increased by \$40,000 with Change Order #4 to \$90,000. This change order returns the remaining amount in contingency allowance to the City.

Change Order No. 7 (Final) also adjusts the contract for liquidated damages. The total of all changes reduces the contract amount by \$49,911.74 for a New Contract Amount of \$4,204,558.76.

### **Additional Background Information**

On March 19, 2024, the City received seven (7) bids for the City Hall Renovation and Addition, Project #2035, ranging from \$4,214,470.00 to \$5,334,000.00. The low bid was received from Huff Construction for \$4,214,470.00, which was 15.7% lower than the Architect's estimate of \$5,000,000, and approximately \$30,000 lower than the next-low bidder.

The City will also have Owner-provided FFE, interior signage, IT/AV equipment, and geotechnical testing as part of this project. The total estimate to complete this project is \$5,369,682.00.

---

### **FINANCIAL CONSIDERATIONS:**

The total estimate to complete budget of \$5,369,682.00 is included in the Capital Improvement Fund, Account 505-45603-43202, to be used for this project.

---

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

Justin Petersen, City Engineer

Marci Lewno, Engineer I/Project Manager

---

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

Agenda Item 9.(a) Approval of Change Order No. 7 (Final) for the Wells F...

Staff recommends approval of this Change Order through the following motion:

I move to approve Change Order No. 7 (Final) for the Wells Fargo Renovation and Addition for the New City Hall, Project No. 2035, to the Huff Construction Contract for a decrease of \$49,911.74 for a New Contract Amount of \$4,204,558.76.

---

**ATTACHMENT(S):**

[Watertown City Hall CO 07 \(Final\)](#)

# AIA® Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Renovation and Addition for New City Hall City of Watertown 20 North Maple, Watertown, SD TSP Project No. 09201051	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: February 23, 2024	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 007  Date: August 05, 2025
<b>OWNER:</b> <i>(Name and address)</i> City of Watertown 1900 W Kemp Watertown, South Dakota 57201	<b>ARCHITECT:</b> <i>(Name and address)</i> TSP, Inc. 1112 N West Avenue Sioux Falls, South Dakota 57104	<b>CONTRACTOR:</b> <i>(Name and address)</i> Huff Construction 11 N Dakota Street Aberdeen, South Dakota 57401

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. Appliance allowance	DEDUCT	\$3,293.22
2. Door Hardware allowance	DEDUCT	\$5,000.00
3. Wood Refinishing allowance	DEDUCT	\$10,853.03
4. General Contingency allowance	DEDUCT	\$15,090.49
5. Liquidated Damages	DEDUCT	\$15,675.00

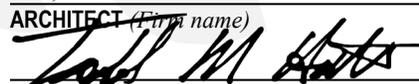
Please note that the above items in the amount of \$49,911.74 will be deducted from the original Contract Sum..

The original Contract Sum was	\$	4,214,470.00
The net change by previously authorized Change Orders	\$	40,000.00
The Contract Sum prior to this Change Order was	\$	4,254,470.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	49,911.74
The new Contract Sum including this Change Order will be	\$	4,204,558.26

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

TSP, Inc. <b>ARCHITECT</b> <i>(Firm name)</i>	Huff Construction <b>CONTRACTOR</b> <i>(Firm name)</i>	City Of Watertown <b>OWNER</b> <i>(Firm name)</i>
 <b>SIGNATURE</b>	 <b>SIGNATURE</b>	 <b>SIGNATURE</b>
Tadd Holt, PE, Principal <b>PRINTED NAME AND TITLE</b>	LeRoy Ask - VP <b>PRINTED NAME AND TITLE</b>	 <b>PRINTED NAME AND TITLE</b>
August 5, 2025 <b>DATE</b>	8 / 6 / 25 <b>DATE</b>	 <b>DATE</b>



# City Council

## Agenda Item

**Subject:** Approval of Amendment No. 5 (Final) of a Professional Services Agreement for additional construction services associated with the City Hall Renovation project, Project No. 2035, with TSP, Inc, increase in the amount of \$7,267.50, for a total contract of \$394,979.50.

**Meeting:** City Council - Aug 18 2025

**From:** Alan Stager, City Manager

---

### **BACKGROUND INFORMATION:**

This amendment is to compensate TSP for additional fees for unanticipated conditions or owner requested revisions during design and construction of the City Hall Renovation project. The revisions were related to damaged existing ducts, undocumented foundation conditions at garage, office power/data changes, and site revisions.

The amendment would bring total compensation to TSP to \$394,979.50, which includes predesign, FFE, Design, Redesign, and Construction Administration services.

The City Hall Renovation project included remodeling of the former Wells Fargo building, an addition of a new Council Chambers, electrical, plumbing, site work, and enclosure of the existing teller lanes as a bid alternate.

---

### **FINANCIAL CONSIDERATIONS:**

The funding for the City Hall project is budgeted in account 505-45603-43202. There is sufficient funding for this amendment.

---

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

Justin Petersen, City Engineer

---

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

Staff recommends approval of the Professional Services Agreement Amendment through the following motion:

I move to approve Amendment No. 5 (Final) of a Professional Services Agreement for additional construction services associated with the City Hall Renovation project, Project No. 2035, with TSP, Inc, increase in the amount of \$7,267.50, for a total contract of \$394,979.50.

---

Agenda Item 9.(b) Approval of Amendment No. 5 (Final) of a Professional ...

**ATTACHMENT(S):**

[G802-2017 - Watertown City Hall Amend No 05](#)



# AIA® Document G802® – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Renovate Wells Fargo Building into  
City Hall Building  
20 N Maple  
Watertown, South Dakota 57201  
TSP Project No. 09201051

**AGREEMENT INFORMATION:**  
Date: December 10, 2020

**AMENDMENT INFORMATION:**  
Amendment Number: 005  
Date: August 13, 2025

**OWNER:** *(name and address)*  
City of Watertown  
23 2<sup>nd</sup> Street NE  
Watertown, South Dakota 57201

**ARCHITECT:** *(name and address)*  
TSP, Inc.  
20 S Maple  
Watertown, South Dakota 57201

The Owner and Architect amend the Agreement as follows:  
Compensation for unanticipated conditions and Owner requested revisions during design and construction such as damaged existing ducts, undocumented foundation conditions at garage, office power/data changes and site revisions.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:  
Increase Lump Sum by Seven Thousand, Two Hundred Sixty-Seven Dollars and Fifty Cents (\$7,267.50), (from \$387,712.00 to \$394,979.50), plus any and all applicable taxes.

Schedule Adjustment:  
N/A

**SIGNATURES:**

TSP, Inc.  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

City of Watertown  
\_\_\_\_\_  
**OWNER** *(Firm name)*

  
\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

Tadd Holt, PE Principal  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

August 13, 2025  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



# City Council

## Agenda Item

**Subject:** First Reading of Ordinance No. 25-10, an Ordinance Providing for a Supplemental Appropriation for the General Fund, Park & Rec Fund, E-911 Fund and Airport Fund.

**Meeting:** City Council - Aug 18 2025

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

---

**BACKGROUND INFORMATION:**

This will be a supplement to the 2025 Annual Budget. The Annual Appropriation Ordinance No. 24-25 was approved and adopted on November 18th, 2024.

---

**FINANCIAL CONSIDERATIONS:**

See attached Ordinance for details of the Budget Supplement.

---

**STAFF RECOMMENDATION / SUGGESTED MOTION:**

First Reading, No Action.

---

**ATTACHMENT(S):**

[Budget Supp Ordinance 2025 - #1](#)

**ORDINANCE NO. 25-10**

**AN ORDINANCE PROVIDING FOR A SUPPLEMENTAL APPROPRIATION FOR THE  
GENERAL FUND, PARK & REC FUND, E-911 FUND, AND AIRPORT FUND**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERTOWN, SOUTH DAKOTA:**

**SECTION I.**

That the Annual Appropriation Ordinance No. 24-25, approved and adopted on the 18th day of November, 2024 failed to provide sufficient funds necessary to enable the City of Watertown to conduct indispensable functions of government which require the incurring of liabilities or expenditures.

**SECTION II.**

That it is necessary to appropriate the additional amounts as follows:

**General Fund (101):**

Finance Office (41530):		
Auditing & Accounting Services (42202)	\$	50,000
Contributions to External Organizations (41915):		
Mother of God Monastery (45461)	\$	70,000
Information Technology (41933):		
Computer Equipment/Software (43602)	\$	46,850
Police Department (42100):		
Computer Renewal/Maint. (42511)	\$	93,500
Equip. Maintenance (42501)	\$	35,500
Mosquito Control Service (44132):		
Mosquito Control Supplies (42230)	\$	20,000

**Total from General Fund Unassigned Fund Balance** **\$ 315,850**

**Park & Recreation Fund (201):**

Golf Course (45125):		
Repair-Irrigation Equip (42521)	\$	13,900

**Total from Park and Rec Fund Unassigned Fund Balance** **\$ 13,900**

**E-911 Fund (214):**

Current Expenditures (42151):		
Computer Renewal/Maint. (42511)	\$	7,200

**Total from E-911 Fund Unassigned Fund Balance** **\$ 7,200**

**Airport Fund (606):**

Current Expenditures (43500):		
Building Maintenance (42502)	\$	97,500

**Total from Airport Fund** **\$ 97,500**

**SECTION III.**

Out of all the moneys belonging to the City of Watertown, South Dakota, on January 1, 2025, and in the hands of the Finance Officer of said City and out of all the moneys coming into the treasury of said City during the year 2025 that there be, and there is hereby appropriated by the City Council is hereby deemed necessary to for the fiscal year commencing January 1, 2025 and ending December 31, 2025, and the above sum of money which enable the city to conduct the indispensable functions of the government and to discharge a duty which is a lawful duty of the Municipality to discharge which required the incurring of liabilities and expenditures of funds for the purposes or objects for which no provision was made in the above mentioned Annual Appropriation for the purposes or objects for which no provision was made in the above mentioned Annual Appropriation Ordinance.

**SECTION IV.**

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

**SECTION V.**

All Ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

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.

Kristen Bobzien

First Reading: August 18, 2025  
Second Reading: September 2, 2025

CITY OF WATERTOWN

ATTEST:

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

\_\_\_\_\_  
Ried Holien, Mayor



# City Council

## Agenda Item

**Subject:** First Reading of Ordinance No. 25-11, a Revised Ordinance of the City of Watertown to Amend Ordinance Title 12

**Meeting:** City Council - Aug 18 2025

**From:** Alan Stager, City Manager

---

### **BACKGROUND INFORMATION:**

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

---

### **FINANCIAL CONSIDERATIONS:**

N/A

---

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

Justin Petersen, City Engineer  
Caitlyn German, Project Manager

---

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

This is the first reading of Ordinance 25-11; no action required.

---

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

[Ord 25-11](#)

## ORDINANCE NO. 25-11

### AN ORDINANCE ADDING CHAPTER 12.30 MOBILE VENDORS OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN

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

#### Chapter 12.30 MOBILE VENDORS

**Section**

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

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

**12.3001: REQUIRED**

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

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

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

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

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

**12.3003: MOBILE VENDOR APPLICATION**

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

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

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

**12.3004: REVOCATION/RENEWAL**

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

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

In order to renew the permit each year, proof of paid sales tax to the City of Watertown from the previous year will be required.

**12.3005: ALLOWABLE MOBILE VENDING LOCATIONS**

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

The locations listed below are the vending locations allowed. If a vendor plans to be set up in any of the following locations for longer than one (1) hour, approval is needed by the appropriate City Entity.

- Any downtown public parking lot;
- Public Property or Right-of-Way (outside of downtown district);
- Any Public Park or Facility;
- Other locations may be approved by the City Engineer.

**12.3006: HOURS OF OPERATION**

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

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

**12.3007: HEALTH AND SANITATION REQUIREMENTS**

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

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

**12.3008: PERFORMANCE STANDARDS**

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

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

**12.3009: PARKING**

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

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

**12.3010: ADA ACCESS**

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

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

**12.3011: LITTER CONTROL**

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

Mobile vendors shall be responsible for providing one trash bin for public use with capacity of no less than 30 gallons each and shall remove all litter within 25' of the mobile food truck. Litter shall be removed at the mobile vendor's expense.

**12.3012: PROHIBITED CONDUCT**

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

No mobile vendor shall:

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

**12.3013: LIABILITY AND INSURANCE**

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

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

**12.3014: PENALTY**

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

- (a) Any person violating any provision of this chapter, for which no other penalty is provided, shall be subject to the penalty provisions of § 12.9901.

**12.3015: DEFINITIONS**

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

For the purposes of this subchapter, the following definitions shall apply.

**Applicant:** The primary person conducting sale or service of food, goods, wares or merchandise or the primary operator of a mobile vending truck.

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

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

Agenda Item 10.(b) First Reading of Ordinance No. 25-11, a Revised Ordin...

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

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

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

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

I certify that Ordinance No. 25-11 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_ day of \_\_\_\_\_, 2025.

Kristen Bobzien, Chief Financial Officer

First Reading: August 18, 2025  
Second Reading: September 2, 2025  
Published: September 6, 2025  
Effective: September 26, 2025

City of Watertown

Attest:

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

\_\_\_\_\_  
Ried Holien  
Mayor



# City Council

## Agenda Item

**Subject:** Approval of Resolution No. 25-22, a Resolution Resetting the On-Sale License Fee for Full-Service Restaurants pursuant to Chapter 2.02 of the Revised Ordinances of the City of Watertown.

**Meeting:** City Council - Aug 18 2025

**From:** Alan Stager, City Manager

---

### **BACKGROUND INFORMATION:**

On June 17, 2019, the Watertown City Council reset the fee for the on-sale license fee for a full-service restaurant, issued pursuant to Chapter 2.02 of the Revised Ordinances of the City of Watertown, to One-Hundred Thousand Dollars (\$100,000), and that said fee shall remain in effect until further action by the City Council. Since June 17, 2019, there have been no applications for the on-sale license for full-service restaurants applying the One-Hundred Thousand Dollar (\$100,000) license fee.

The City Council discussed Resolution No. 25-22 during the August 4th, 2025 City Council meeting.

---

### **FINANCIAL CONSIDERATIONS:**

Financial Considerations to be considered.

---

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

I move to approve Resolution No. 25-22, a Resolution Resetting the On-Sale License Fee for Full-Service Restaurants pursuant to Chapter 2.02 of the Revised Ordinances of the City of Watertown.

---

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

[RES 25-22 - Resetting On-Sale License Fee for Full-Service Restaurants](#)

**RESOLUTION NO. 25-22**

**A RESOLUTION RESETTING THE ON-SALE LICENSE FEE FOR FULL-SERVICE RESTAURANTS PURSUANT TO CHAPTER 2.02 OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN**

**WHEREAS** the City Council adopted Ordinance 08-12, effective on December 26, 2009 and codified at Chapter 2.0201 et al. in the Revised Ordinances of the City of Watertown, which established the procedure for issuance of on-sale licenses for full-service restaurants as provided for in S.D.C.L. §35-4-110 et al; and

**WHEREAS** the City Council adopted Resolution 09-09 on March 2, 2009 setting the initial fee for the required minimum ten-year period at Two-Hundred Five Thousand Dollars (\$205,000.00), which was calculated according to the then current fair market value of on-sale licenses issued pursuant to S.D.C.L §35-4-1 (4) or (6); and

**WHEREAS** the required minimum ten-year period expired on December 26, 2018, thereby permitting the City Council to reset the fee at no less than one dollar for each person residing within the City as measured by the last preceding decennial federal census at that time, or Twenty-One Thousand Four Hundred Eighty-Two Dollars (\$21,482.00).

**WHEREAS** the City Council adopted Resolution 19-17 on April 15, 2019, temporarily resetting the fee at the previously set amount, Two-Hundred Five Thousand Dollars (\$205,000), until July 12, 2019.

**WHEREAS** the City Council of the City of Watertown on June 17, 2019, reset the fee for the on-sale license fee for a full-service restaurant, issued pursuant to Chapter 2.02 of the Revised Ordinances of the City of Watertown, to One-Hundred Thousand Dollars (\$100,000), and that said fee shall remain in effect until further action by the City Council.

**WHEREAS** the City Council was notified that since June 17, 2019, there have been no applications for the on-sale license for full-service restaurants applying the One-Hundred Thousand Dollar (\$100,000) license fee.

**WHEREAS** the last 2024 population census from the U.S. Census Bureau dated July 1, 2024 for the City of Watertown is 23,492.

**NOW, THEREFORE, BE IT RESOLVED** the City Council for the City of Watertown has determined that it in the best interests of the City of Watertown for economic development and the financial welfare of the City of Watertown, to reset the fee of the on-sale license fee for a full-service restaurant, issued pursuant to Chapter 2.02 of the Revised Ordinances of the City of Watertown, to \$\_\_\_\_\_, and that said fee shall remain in effect until further action by the City Council.

Dated this \_\_\_\_\_ day of August, 2025.

The above and foregoing Resolution was moved for adoption by Alderperson \_\_\_\_\_, seconded by Alderperson \_\_\_\_\_, and upon roll call vote with \_\_\_ ayes and \_\_\_nays, motion carried, whereupon the Mayor declared the Resolution to be duly passed and adopted.

I hereby certify that Resolution No. 25-22 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_\_\_ day of August, 2025.

Kristen Bobzien

ATTEST:

CITY OF WATERTOWN

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

\_\_\_\_\_  
Ried Holien  
Mayor



# City Council

## Agenda Item

**Subject:** Approval of the Resolution 25-18, Resolution of Acceptance for Subdivision Improvements for Prairie Haven Second Addition including Detention Outlot A Block 1 Prairie Haven Second Addition, installed by Duininck, Inc. Clausen & Sons Construction LLC, Timmons Construction, Glacial Lakes Erosion Control, LLC, LL & Sons Excavation, Inc., Prunty Construction on behalf of the developer, High Five Development LLC.

**Meeting:** City Council - Aug 18 2025

**From:** Alan Stager, City Manager

---

### **BACKGROUND INFORMATION:**

This project installed storm sewer, water main and services, curb and gutter, and roadway improvements to support the current development within the Prairie Haven Second Addition including Detention Outlot A Block 1 Prairie Haven Second Addition. After inspection, staff found necessary improvements in order to be in compliance with today's Engineering Design Standards. The City has already certified the completion of the public improvements, staff have administered a one-year warranty, and now proposing to formally accept the infrastructure for City ownership and maintenance. The following improvements are being proposed for acceptance:

#### **Street Improvements**

14,845 SY of 4" asphalt paving over 12" aggregate base course  
6,991 LF of curb and gutter

#### **Storm Sewer Improvements**

27 storm drain inlets  
302 LF of 15" storm sewer  
592 LF of 18" storm sewer  
1,324 LF of 24" storm sewer  
364 LF of 36" storm sewer  
Detention Pond in Outlot A

#### **Sanitary Sewer Improvements**

14 Sanitary Sewer Manholes  
3,904 LF of Sanitary Sewer

#### **Sidewalk Improvements**

5,209 SF 4" Sidewalk

**FINANCIAL CONSIDERATIONS:**

N/A

---

**OVERSIGHT / PROJECT RESPONSIBILITY:**

Justin Petersen, City Engineer

Marci Lewno, Senior Project Manager

---

**STAFF RECOMMENDATION / SUGGESTED MOTION:**

Staff recommends approval of the Resolution of Acceptance through the following motion:

I move to accept the Resolution 25-18, Resolution of Acceptance for Subdivision Improvements for Prairie Haven Second Addition including Detention Outlot A Block 1 Prairie Haven Second Addition, installed by Duininck, Inc. Clausen & Sons Construction LLC, Timmons Construction, Glacial Lakes Erosion Control, LLC, LL & Sons Excavation, Inc., Prunty Construction on behalf of the developer, High Five Development LLC.

---

**ATTACHMENT(S):**

[Acceptance Certificate-Praire Haven 2nd Addition](#)

[Prairie Haven Second Map Map](#)

[Resolution of Acceptance 25-18 Prairie Haven Second](#)



**ACCEPTANCE CERTIFICATE**

**Project:** Prairie Haven Second Addition including Detention Outlot A Block 1 Prairie Haven Second Addition

**City Project Number:** N/A

**Certificate of Completion Date:** February 5<sup>th</sup>, 2024      **Warranty End Date:** February 5<sup>th</sup>, 2025

**Developer:** High Five Development LLC

**Address:** 620 10<sup>th</sup> ST SW      **City:** Watertown      **State:** SD      **Zip:** 57201

**Contractor(s):** Duininck, Inc. Clausen & Sons Construction LLC, Timmons Construction, Glacial Lakes Erosion Control, LLC, LL & Sons Excavation, Inc., Prunty Construction

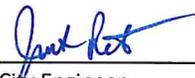
**Developer's Engineer:** Aason Engineering Co Inc.

**Address:** 1022 6<sup>th</sup> St SE      **City:** Watertown      **State:** SD      **Zip:** 57201

**Developer's Engineer Phone Number:** (605) 882-2371

Through the issuance of this Acceptance Certificate, the Developer is hereby notified that a one-year warranty inspection of the above referenced project(s) was carried out on February 28<sup>th</sup>, 2025 by City Staff and Developer's Representative Engineer. All work on this Contract has been completed and is compliant with the terms and conditions of the Development Agreement, Contract, Subdivision Regulations, and Specifications.

The City of Watertown hereby certifies the development improvements to be accepted for Ownership and Maintenance. Exceptions noted: Yes  No

By:   
City Engineer

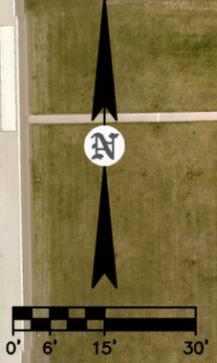
By: \_\_\_\_\_  
City Manager

Justin Petersen  
Printed Name

Alan Stager  
Printed Name

Date: 7/17/25

Date: \_\_\_\_\_



LEGEND	
	26TH ST SW, 27TH ST SW, 1ST AVE SW, KEMP AVE W, 2ND AVE NW
	DETENTION OUTLOT A BLOCK 1



26TH ST SW, 27TH ST SW, 1ST AVE SW, KEMP AVE W, 2ND AVE NW

MAP PRAIRIE HAVEN SECOND ADDITION

DATE:	01/17/2024
SCALE:	NONE
DRAWN BY:	MLL
CHECKED BY:	JP
PROJECT NO.:	NA

SHEET  
**01**

**RESOLUTION NO. 25-18**

**A Resolution for confirmation of the Acceptance Certificate for Prairie Haven Second Addition by the City of Watertown, Codington County, South Dakota**

**WHEREAS**, the developer, High Five Development LLC, has deemed that all the street and utility improvements have been completed, the final lift of asphalt has been placed and a Certificate of Completion has been issued by the City for the following improvements to public Right of Way:

*Prairie Haven Second Addition, City of Watertown, Codington County, South Dakota.*

and,

**WHEREAS**, the sanitary sewer, storm sewer, curb, gutter and asphalt pavement have achieved a warranty period in excess of one year; and

**WHEREAS**, the City Engineer has reported that a designee has inspected the improvements and recommends their acceptance by the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council, City of Watertown, Codington County, South Dakota, that the Acceptance Certificate is confirmed and the developer's responsibility for the improvements ends.

Dated at Watertown, South Dakota this 18<sup>th</sup> day of August, 2025.

The above and foregoing Resolution was moved for adoption by Alderperson \_\_\_\_\_, seconded by Alderperson \_\_\_\_\_, and upon roll call all voted aye whereupon the Mayor declared the resolution to be duly passed and adopted.

I hereby certify that Resolution No. 25-18 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Attest:

City of Watertown

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

\_\_\_\_\_  
Ried Holien  
Mayor



# City Council

## Agenda Item

**Subject:** Approval of the Resolution 25-19, Resolution of Acceptance for Subdivision Improvements for Harmony Hill 2nd Addition, installed by Clausen & Sons Construction LLC, A.P. & Sons Construction, Crestone Companies, Inc., Timmons Construction, Duininck, Inc., and Skyview Construction, Co. on behalf of the developers, Benedictine Sisters/ Mother of God Monastery.

**Meeting:** City Council - Aug 18 2025

**From:** Alan Stager, City Manager

---

### **BACKGROUND INFORMATION:**

This project installed storm sewer, water main and services, curb and gutter, and roadway improvements to support the current development within the Harmony Hill Second Addition (ie Challenger Way and Prairie Park Trail SE). After inspection, staff found necessary improvements in order to be in compliance with today's Engineering Design Standards. The City has already certified the completion of the public improvements, staff have administered a one-year warranty, and now proposing to formally accept the infrastructure for City ownership and maintenance. The following improvements are being proposed for acceptance:

#### **Street Improvements**

17,355 SY of 4" asphalt paving over 12" aggregate base course  
8,493 LF of curb and gutter

#### **Storm Sewer Improvements**

34 storm drain inlets  
150 LF of 12" storm sewer  
132 LF of 15" storm sewer  
292 LF of 18" storm sewer  
350 LF of 24" storm sewer  
972 LF of 30" storm sewer

#### **Sanitary Sewer Improvements**

7 Sanitary Sewer Manholes  
1,612 LF of Sanitary Sewer

#### **Sidewalk Improvements**

3,726 SF 4" Sidewalk

---

### **FINANCIAL CONSIDERATIONS:**

N/A

**OVERSIGHT / PROJECT RESPONSIBILITY:**

Justin Petersen, City Engineer

Marci Lewno, Senior Project Manager

---

**STAFF RECOMMENDATION / SUGGESTED MOTION:**

Staff recommends approval of the Resolution of Acceptance through the following motion:

I move to accept the Resolution 25-19, Resolution of Acceptance for Subdivision Improvements for Harmony Hill 2nd Addition, installed by Clausen & Sons Construction LLC, A.P. & Sons Construction, Crestone Companies, Inc., Timmons Construction, Duininck, Inc., and Skyview Construction, Co. on behalf of the developers, Benedictine Sisters/ Mother of God Monastery.

---

**ATTACHMENT(S):**

[Acceptance Certificate Harmony Hills Second Signed Engineering](#)

[Map Harmony Hill 2nd Addition](#)

[25-19 Resolution of Acceptance - Harmony Hill Second Addition](#)



**ACCEPTANCE CERTIFICATE**

**Project:** Harmony Hill Second Addition  
**City Project Number:** N/A

**Certificate of Completion Date:** February 5<sup>th</sup>, 2024      **Warranty End Date:** February 5<sup>th</sup>, 2025

**Developer** Benedictine Sisters/ Mother of God Monastery

**Address:** 110 28<sup>th</sup> Ave SE      **City:** Watertown      **State:** SD      **Zip:** 57201

**Contractor(s):** Duininck, Inc. Clausen & Sons Construction LLC, A.P. & Sons Construction, Crestone Companies, Inc., Timmons Construction, Skyview Construction

**Developer's Engineer:** Aason Engineering Co Inc.

**Address:** 1022 6<sup>th</sup> St SE      **City:** Watertown      **State:** SD      **Zip:** 57201

**Developer's Engineer Phone Number:** (605) 882-2371

Through the issuance of this Acceptance Certificate, the Developer is hereby notified that a one-year warranty inspection of the above referenced project(s) was carried out on August 11<sup>th</sup>, 2025 by City Staff. All work on this Contract has been completed and is compliant with the terms and conditions of the Development Agreement, Contract, Subdivision Regulations, and Specifications.

The City of Watertown hereby certifies the development improvements to be accepted for Ownership and Maintenance. Exceptions noted: Yes  No

By:   
City Engineer

By: \_\_\_\_\_  
City Manager

Justin Petersen  
Printed Name

Alan Stager  
Printed Name

Date: 8/11/25

Date: \_\_\_\_\_



DATE:	01/12/2024
SCALE:	NONE
DRAWN BY:	MLL
CHECKED BY:	JP
PROJECT NO:	NA

SHEET  
**01**

MAP HARMONY HILL 2ND  
ADDITION

CHALLENGER WAY  
AND PRAIRIE PARK  
TRAIL SE



**RESOLUTION NO. 25-19**

**A Resolution for confirmation of the Acceptance Certificate for Harmony Hill Second Addition by the City of Watertown, Codington County, South Dakota**

**WHEREAS**, the developer, Benedictine Sisters / Mother of God Monastery, has deemed that all the street and utility improvements have been completed, the final lift of asphalt has been placed and a Certificate of Completion has been issued by the City for the following improvements to public Right of Way:

*Harmony Hill Second Addition, City of Watertown, Codington County, South Dakota.*

and,

**WHEREAS**, the sanitary sewer, storm sewer, curb, gutter and asphalt pavement have achieved a warranty period in excess of one year; and

**WHEREAS**, the City Engineer has reported that a designee has inspected the improvements and recommends their acceptance by the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council, City of Watertown, Codington County, South Dakota, that the Acceptance Certificate is confirmed and the developer's responsibility for the improvements ends.

Dated at Watertown, South Dakota this 18<sup>th</sup> day of August, 2025.

The above and foregoing Resolution was moved for adoption by Alderperson \_\_\_\_\_, seconded by Alderperson \_\_\_\_\_, and upon roll call all voted aye whereupon the Mayor declared the resolution to be duly passed and adopted.

I hereby certify that Resolution No. 25-19 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Attest:

City of Watertown

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

\_\_\_\_\_  
Ried Holien  
Mayor



# City Council

## Agenda Item

**Subject:** Approval of the Resolution 25-21, Resolution of Acceptance for Willow Creek Village 2nd Addition, installed by J&J Earthworks, Inc., LL & Sons Excavation, Inc., Up North Construction, Duinick, Inc., and Skyview Construction, Co. on behalf of the developers, Willow Creek Development, Inc..

**Meeting:** City Council - Aug 18 2025

**From:** Alan Stager, City Manager

---

### **BACKGROUND INFORMATION:**

This project installed storm sewer, sanitary sewer, water main and services, curb and gutter, and roadway improvements to support the development within the Willow Creek Village 2nd Addition (ie 8th Avenue SE). After inspection, staff found necessary improvements in order to be in compliance with today's Engineering Design Standards. The City has already certified the completion of the public improvements, staff have administered a one and a half year warranty, and now proposing to formally accept the infrastructure for City ownership and maintenance. The following improvements are being proposed for acceptance:

#### **Street Improvements**

3,841 SY of 4" asphalt paving over 12" aggregate base course  
2,096 LF of curb and gutter

#### **Storm Sewer Improvements**

2 storm drain inlets  
58 LF of 24" storm sewer  
20 LF of 30" storm sewer

#### **Sanitary Sewer Improvements**

3 Sanitary Sewer Manholes  
1,000 LF of Sanitary Sewer

#### **Sidewalk Improvements**

530 SF 4" Sidewalk

---

### **FINANCIAL CONSIDERATIONS:**

N/A

---

**OVERSIGHT / PROJECT RESPONSIBILITY:**

Justin Petersen, City Engineer

Marci Lewno, Senior Project Manager

---

**STAFF RECOMMENDATION / SUGGESTED MOTION:**

Staff recommends approval of the Resolution of Acceptance through the following motion:

I move to accept the Resolution 25-21, Resolution of Acceptance for Willow Creek Village 2nd Addition, installed by J&J Earthworks, Inc., LL & Sons Excavation, Inc., Up North Construction, Duininck, Inc., and Skyview Construction, Co. on behalf of the developers, Willow Creek Development, Inc..

---

**ATTACHMENT(S):**

[Acceptance Certificate WCV 2nd](#)

[Map WCV 2nd](#)

[25-21 Resolution of Acceptance WCV 2nd](#)



**ACCEPTANCE CERTIFICATE**

**Project:** Willow Creek Village Second Addition – 8<sup>th</sup> Ave SE  
**City Project Number:** N/A

**Certificate of Completion Date:** December 18<sup>th</sup>, 2023    **Warranty End Date:** June 21<sup>st</sup>, 2025

**Developer:** Willow Creek Development Inc.

**Address:** 2301 Research Park Way STE 222    **City:** Brookings    **State:** SD    **Zip:** 57006

**Contractor(s):** J&J Earthworks, Inc., LL&Sons Excavation, Inc., Up North Construction, Duininck, Inc. and Skyview Construction, Co.

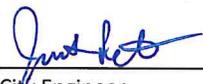
**Consultant Engineer:** IMEG Corp.

**Address:** 1410 West Russell St    **City:** Sioux Falls    **State:** SD    **Zip:** 57104

**Developer’s Engineer Phone Number:** (605)-331-2505

Through the issuance of this Acceptance Certificate, the Developer is hereby notified that a one-year warranty inspection of the above referenced project(s) was carried out on August 12<sup>th</sup>, 2025 by City Staff. All work on this Contract has been completed and is compliant with the terms and conditions of the Development Agreement, Contract, Subdivision Regulations, and Specifications.

The City of Watertown hereby certifies the development improvements to be accepted for Ownership and Maintenance. Exceptions noted: Yes  No

By:   
City Engineer

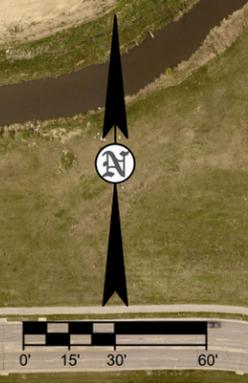
By: \_\_\_\_\_  
City Manager

Justin Petersen  
Printed Name

Alan Stager  
Printed Name

Date: 8/12/25

Date: \_\_\_\_\_



8TH AVE SE

MAP WILLOW CREEK VILLAGE  
2ND

DATE:	11/22/2023
SCALE:	NONE
DRAWN BY:	MLL
CHECKED BY:	JP
PROJECT NO.:	NA

SHEET

2

LEGEND	
	8TH AVE SE

**RESOLUTION NO. 25-21**

**A Resolution for confirmation of the Acceptance Certificate for Willow Creek Village Second Addition by the City of Watertown, Codington County, South Dakota**

**WHEREAS**, the developer, Willow Creek Development, Inc., has deemed that all the street and utility improvements have been completed, the final lift of asphalt has been placed and a Certificate of Completion has been issued by the City for the following improvements to public Right of Way:

*Willow Creek Village Second Addition, City of Watertown, Codington County, South Dakota.*

and,

**WHEREAS**, the sanitary sewer, storm sewer, curb, gutter and asphalt pavement have achieved a warranty period in excess of one year; and

**WHEREAS**, the City Engineer has reported that a designee has inspected the improvements and recommends their acceptance by the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council, City of Watertown, Codington County, South Dakota, that the Acceptance Certificate is confirmed and the developer's responsibility for the improvements ends.

Dated at Watertown, South Dakota this 18<sup>th</sup> day of August, 2025.

The above and foregoing Resolution was moved for adoption by Alderperson \_\_\_\_\_, seconded by Alderperson \_\_\_\_\_, and upon roll call all voted aye whereupon the Mayor declared the resolution to be duly passed and adopted.

I hereby certify that Resolution No. 25-21 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Attest:

City of Watertown

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

\_\_\_\_\_  
Ried Holien  
Mayor



# City Council

## Agenda Item

**Subject:** Approval of insurance policies and authorization for payment for premiums for general liability, auto liability and physical damage, law enforcement liability, buildings and contents, equipment property damage, and equipment breakdown (boiler and machinery) coverage and authorization for the Chief Financial Officer to issue a Special Check.

**Meeting:** City Council - Aug 18 2025

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

---

### BACKGROUND INFORMATION:

The 2025 insurance premium increased approximately 13 percent from the 2024 premium. The following factors contributed to the increase:

- New equipment added to the policy, including two crane loaders, compactor, dozer and a new ambulance.
- A 7.5 percent increase in property values due to market inflation
- No longer eligible for Loss Ratio Credit and decrease in Loss Control Credit
- Increase in Operating Expenditures

For the 2025 policy year the credits applied to the renewal were \$19,085.07.

2024 Premium	2025 Premium
City - \$742,903.24	City - \$844,044.63
Utility - \$301,980.33	Utility - \$339,680.97
<b>Total Premium - \$1,044,883.57</b>	<b>Total Premium - \$1,183,725.60</b>

---

### FINANCIAL CONSIDERATIONS:

The 2025 insurance premium increased approximately 13 percent from the 2024 premium.

---

### STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the insurance policies and authorization for payment for premiums for general liability, auto liability and physical damage, law enforcement liability, buildings and contents, equipment property damage, and equipment breakdown (boiler and machinery) coverage and authorize the Chief Financial Officer to issue a Special Check.

---

### ATTACHMENT(S):

- [2025 Insurance Invoice](#)
- [Agenda Breakdown 2025](#)



**SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE**

MAIN OFFICE  
PO Box 91348  
Sioux Falls, SD 57106

PHONE: 605.224.8654 Option 2  
TOLL FREE: 800.658.3633 Option 2

Invoice # 31766-4221

Invoice Date: 8/12/2025  
Due Date: 9/11/2025

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

Please return one copy of invoice with payment.

===== SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE =====

**Current Payment Plan: Annual**

Coverage	Effective Date	Amount
General Liability .....	8/01/2025	\$289,620.56
Auto Liability .....	8/01/2025	\$53,881.52
Auto Damage .....	8/01/2025	\$240,251.00
Law Enforcement .....	8/01/2025	\$38,327.65
Property .....	8/01/2025	\$560,825.69
Equipment Breakdown .....	8/01/2025	\$19,904.25
<b>Coverage Total .....</b>		<b>\$1,202,810.67</b>

<b>2025 DISTRIBUTION .....</b>		<b>\$19,085.07</b>
Renewal Credit .....	\$4,292.18	
Loss Control Credit .....	\$12,876.51	
Loss Ratio Credit .....	\$0.00	
Law Enforcement Credit .....	\$1,916.38	

**Invoice Total .....** **\$1,183,725.60**

Please make checks payable to:

**South Dakota Public Assurance Alliance**  
**PO Box 5186**  
**Sioux Falls, SD 57117**

Thank you

\*\*\*Coverage is not bound until payment is received. We reserve the right to revoke coverage retroactively if payment is not received within 60 days of the due date.\*\*\*

Agenda Item 12.(e) Approval of insurance policies and authorization for  
 2025-2026 Policies and Contract of the City of Watertown  
 Renewal Effective 8/01/2025

	City of Watertown	Municipal Utilities			
<b>Liability/Auto</b>	\$ 377,678.98	\$ 225,316.68			
<b>Property/Equipment</b>	\$ 450,723.66	\$ 110,102.03			
<b>Equipment Breakdown</b>	\$ 15,641.99	\$ 4,262.26			
<b>Total:</b>	\$ 844,044.63	\$ 339,680.97	\$ 1,183,725.60		
Department	Expense Account	Liability/Auto	Property/Equipment	Equipment Breakdown	Fund Total
Mayor/Council	101-41110-42104	\$ 461.17			\$ 461.17
City Manager	101-41515-42104	\$ 1,208.79			\$ 1,208.79
Attorney	101-41520-42104	\$ 48.70			\$ 48.70
Finance	101-41530-42104	\$ 1,476.26			\$ 1,476.26
Human Resources	101-41525-42104	\$ 891.79			\$ 891.79
IT Department	101-41933-42104	\$ 2,313.04			\$ 2,313.04
City Hall	101-41941-42104	\$ 1,680.46	\$ 21,558.35	\$ 768.79	\$ 24,007.60
Engineering	101-41960-42104	\$ 3,725.74			\$ 3,725.74
Police	101-42100-42104	\$ 42,596.58	\$ 12,520.33	\$ 485.51	\$ 55,602.42
Fire	101-42220-42104	\$ 53,333.92	\$ 19,526.68	\$ 729.02	\$ 73,589.62
Ambulance	101-42291-42104	\$ 19,867.18			\$ 19,867.18
Public Works	101-43010-42104	\$ 1,596.09			\$ 1,596.09
Street	101-43120-42104	\$ 45,000.15	\$ 13,209.70	\$ 194.80	\$ 58,404.65
Snow	101-43125-42104	\$ 666.46			\$ 666.46
Street Lighting	101-43120-42104	\$ 2,079.57			\$ 2,079.57
Storm Sewer	101-43254-42104	\$ 749.33			\$ 749.33
Cemetery	101-43700-42104	\$ 2,325.86	\$ 2,088.48	\$ 59.25	\$ 4,473.59
Mosquito Control	101-44132-42104	\$ 478.02			\$ 478.02
Animal Control	101-44143-42104	\$ 2,035.59			\$ 2,035.59
Forestry	101-45240-42104	\$ 13,029.73	\$ 936.86		\$ 13,966.59
Library	101-45500-42104	\$ 2,216.11	\$ 16,067.85	\$ 619.13	\$ 18,903.09
Community Development	101-46512-42104	\$ 2,684.35			\$ 2,684.35
					\$ -
Supervision	201-45121-42104	\$ 1,661.15			\$ 1,661.15
Recreation	201-45123-42104	\$ 1,906.70	\$ 17,727.14	\$ 681.31	\$ 20,315.15
Golf Course	201-45125-42104	\$ 5,537.19	\$ 11,039.72	\$ 219.66	\$ 16,796.57
Pool	201-45126-42104	\$ 9,778.53	\$ 6,539.26	\$ 202.74	\$ 16,520.53
Zoo	201-45134-42104	\$ 6,661.76	\$ 20,830.42	\$ 694.32	\$ 28,186.50
Ice Arena	201-45135-42104	\$ 1,827.38	\$ 67,156.35	\$ 2,565.10	\$ 71,548.83
Parks	201-45142-42104	\$ 13,658.80	\$ 16,685.53	\$ 614.42	\$ 30,958.75
					\$ -
Prairie Lakes Wellness Center	204-45122-42104	\$ 7,584.52	\$ 57,873.85	\$ 2,226.91	\$ 67,685.28
					\$ -
E-911	214-42151-42104	\$ 10,653.88			\$ 10,653.88
Library Fines Fund	226-45506-42104	\$ 57.29			\$ 57.29
Urban Renewal	101-41941-42104	\$ -			\$ -
					\$ -
Sewer - Collection	604-43252-42104	\$ 21,723.00	\$ 4,937.91	\$ 160.25	\$ 26,821.16
Sewer - Collection Improvements	604-43253-42104	\$ -			\$ -
Sewer - WWTP	604-43256-42104	\$ 13,159.19	\$ 71,967.31	\$ 2,653.29	\$ 87,779.79
Sewer - Pretreatment	604-43257-42104	\$ 2,306.82			\$ 2,306.82
Sewer - Laboratory	604-43258-42104	\$ 2,921.93			\$ 2,921.93
					\$ -
Solid Waste - Collection	605-43230-42104	\$ 36,912.01			\$ 36,912.01
Solid Waste - Disposal	605-43240-42104	\$ 6,244.93	\$ 14,780.90	\$ 126.98	\$ 21,152.81
Solid Waste - Recycling	605-43245-42104	\$ 7,948.40			\$ 7,948.40
					\$ -
Airport	606-43500-42104	\$ 26,670.62	\$ 75,277.02	\$ 2,640.50	\$ 104,588.14
					\$ -
<b>Total</b>	\$ 377,678.99	\$ 450,723.66	\$ 15,641.98	\$ 844,044.63	\$ 844,044.63