

**PROPOSED AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**CITY HALL**  
**23 SECOND STREET NORTHEAST**  
**WATERTOWN, SOUTH DAKOTA**

**Monday, January 4, 2016**

**7:00 PM**

**Call to Order**

**Prayer**

**Pledge of Allegiance**

**Roll Call**

1. Approval of consent agenda
  - a. Approval of the minutes of the Council meeting held on December 21
  - b. Approval to write-off uncollectible ambulance accounts receivable in the amount of \$8,261.70
  - c. Authorization for the Mayor to sign an annual maintenance agreement with First District for GIS Planning & Zoning Services for 2016 budgeted in the Engineering Dept (\$20,070)
  - d. Authorization for the Mayor to sign an annual maintenance agreement with First District to host the GIS Website for 2016 budgeted in the Engineering Dept (\$4,500)
  - e. Authorization to advertise for bids for an 8 unit T-hangar at the Airport
  - f. Authorization to advertise for bids to replace a backhoe for the Cemetery
  - g. Authorization to advertise for bids to replace a fairway mower and reel grinder at the Golf Course
  - h. Approval of bills & payroll and authorization to pay
2. Approval of agenda
3. Application for a new retail (on-off sale) malt beverage license to Prairie Winds Golf, LLC, d/b/a Prairie Winds on Kemp, at 11 East Kemp
  - a. Public hearing
  - b. Council action
4. Resolution No. 16-01 adopting a moratorium on receiving applications for off-premise signs within and for the City of Watertown
5. Resolution No. 16-05 approving the settlement of the collective bargaining negotiations between the City of Watertown and the Watertown Police Officers Association
6. Resolution No. 16-06 approving the settlement of the collective bargaining negotiations between the City of Watertown and the Local Union 1724 of the International Association of Firefighters representing the Watertown Fire Department
7. Resolution No. 16-08 establishing fees for City Licenses, Permits, Administration and Other Miscellaneous Items
8. Authorization for the Mayor to sign Amendment No. 1 to the agreement with Houston Engineering for services associated with the Landfill Cell #6 Design & Stormwater Analysis
9. Consideration of Change Order No. 1 to the contract with J & J Earthworks, Inc. for the Airport Hangar Taxilane Expansion Project decreasing the contract amount \$16,574.98
10. Old Business
11. New Business
12. Liaison member reports
13. Executive Session pursuant to SDCL 1-25-2
14. Motion to adjourn

Rochelle M. Ebbers, CPA

Finance 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.

**OFFICIAL PROCEEDINGS  
CITY COUNCIL, CITY OF  
WATERTOWN, SOUTH DAKOTA**

**December 21, 2015**

The City Council met in regular session at 7:00 PM in the Council Chambers, City Hall, 23 2<sup>nd</sup> Street NE. Mayor Steve Thorson presiding. Present upon roll call: Aldermen Rieffenberger, Solum, Buhler, Roby, Tupper, Albertsen, Thorson and Vilhauer. Absent was Alderwoman Mantey.

Motion by Buhler, seconded by Roby, to approve the following items on the consent agenda: approval of the minutes of the Council meeting held on December 7, 2015; approval of business license application for Sign Up Company as a Sign Installer (\$50), Randy Trupe as a Gas Fitter (\$50) and Bill Andrews as a Gas Fitter (\$50), authorization for the Mayor to sign the annual maintenance agreement with Grabar Voice and Data for the NICE NPX Recorder in the amount of \$2,668, authorization for the Mayor to sign the annual maintenance agreement with Eaton Controls for the E-911 UPS power supply in the amount of \$2,996 and authorization for the Mayor to sign the annual maintenance agreement with G&R Controls for the police department heating and cooling system in the amount of \$4,324. Motion carried.

Motion by Tupper, seconded by Vilhauer, to approve the agenda as presented. Motion carried.

This being the time scheduled for the public hearing on the transfer of ownership of a retail (on sale) Liquor License from 5WG, LLC, d/b/a Prairie Winds Golf Course, 555 South Lake Drive, Pt of Lot B & C, Pt E7' and SW ¼ & S ½ & SW ¼ less Rd to Co and OL1 & Country Club OL "A" 28-117-53, to Prairie Winds Golf, LLC., d/b/a Prairie Winds Golf Course at the same location; the Mayor called for public comment. Hearing no comment from the public, motion by Albertsen, seconded by Buhler, to approve the transfer as presented. Motion carried.

Ordinance No. 15-31 supplemental appropriations for 2015 was placed on its second reading and the title was read. Motion by Vilhauer, seconded by Tupper, to approve Ordinance No. 15-31 as presented. Motion carried.

Motion by Solum, seconded by Buhler, to approve the appropriation of grant funds for 2015. Motion carried.

Ordinance No. 15-32 amending zoning district boundaries by rezoning City property from I-2 Heavy Industrial District to C-1 Community Commercial District was placed on its second reading and the title was read. This being the time scheduled for a public hearing on Ordinance No. 15-32, the Mayor called for public comment. Hearing no comments from the public, motion by Danforth, seconded by Roby, to approve Ordinance No. 15-32 as presented. Motion carried.

Motion by Roby, seconded by Danforth, to approve Resolution No. 15-30 establishing fees for City Licenses, Permits, Administration and Other Miscellaneous items. Motion carried.

Motion Rieffenberger, seconded by Thorson, authorizing the renewal of the Airport Liability Insurance for 2016 with Old Republic Aerospace and pay the premium in the amount of \$5,485 without the additional terrorism or war coverage. Motion carried.

Motion by Buhler, seconded by Danforth, to approve the sewer and garbage credits at 618 North Broadway #7 and #5 for the time period of October 15, 2015-April 15, 2016 as long as the apartments remains vacant. The owner will have to apply no later than October 15 each year providing a bill showing the apartment is vacant to continue the credit to future years. Motion failed.

Motion by Tupper, seconded by Danforth, authorizing the Mayor to sign application for a Bridge Improvement Grant for the design of the 3<sup>rd</sup> Ave NW bridge in the amount of \$87,200. Motion carried.

Motion by Danforth, seconded by Buhler, to convene in executive session for the purpose of discussing contract negotiations and personnel issues. Motion carried.

Motion by Tupper, seconded by Thorson, to reconvene in open session. Motion carried.

Motion by Tupper, seconded by Solum, to adjourn until 7:00 PM on January 4, 2016. 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, the 21<sup>st</sup> day of December, 2015.

ATTEST:

\_\_\_\_\_  
Rochelle Ebbers, CPA  
Finance Officer

\_\_\_\_\_  
Steve Thorson  
Mayor

(Published once at the approximate cost of \_\_\_\_\_.)

**AMBULANCE MANAGEMENT  
WRITE-OFFS / CREDIT BUREAU OR COURT  
December 2015**

<u>Call No.</u>	<u>Amount</u>
31994	2243.00
31693	589.00
32051	671.60
31958	88.73
31960	228.75
31997	762.15
32193	836.30
32364	803.90
31465	276.92
32110	654.05
30757	196.75
32085	910.55
	8261.70

Approved:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance officer

LETTER OF AGREEMENT

FIRST DISTRICT ASSOCIATION  
OF LOCAL GOVERNMENTS  
PO BOX 1207  
WATERTOWN SD 57201  
(605) 882-5115

CITY OF WATERTOWN  
PO BOX 910  
WATERTOWN SD 57201-0910

\_\_\_\_\_  
Referred to as District

\_\_\_\_\_  
Referred to as City

The City hereby enters into an agreement with the District.

I. THE DISTRICT

- A. This agreement shall commence on or about January 1, 2016 and end on December 31, 2016.
- B. The District agrees to perform work activities as described in "First District Association of Local Governments Proposed Scope of Work for City of Watertown Building Services Department GIS/GPS Needs."

II. THE CITY

- A. The City will make payment of twenty thousand seventy dollars (\$20,070) after the work activities (as identified in the proposed scope of work) have been completed. These activities will be completed and billed on a quarterly basis.
- B. Total agreement amount (not to exceed) twenty thousand seventy dollars (\$20,070).



12/18/2015

\_\_\_\_\_  
District Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**First District Association of Local Governments Proposed Scope of Work  
for  
City of Watertown Building Services Department GIS/GPS Needs**

**Work Activities:**

**A. Planning Commission/City Council Monthly Meeting Data Needs**

1. District Staff will receive new preliminary plan/plat/annexation/zoning data for Planning Commission/City Council Action on the Monday following the City submission deadline. Dates for City submission of data to District: 12/22/15, 1/3/16, 1/19/16, 2/2/16, 2/23/16, 3/8/16, 3/22/16, 4/5/16, 4/19/16, 5/3/16, 5/24/16, 6/7/16, 6/21/16, 7/5/16, 7/19/16, 8/2/16, 8/23/16, 9/6/16, 9/20/16, 10/4/16, 10/25/16, 11/22/16, and 12/6/16.
2. District Staff will create new preliminary plan/annexation/zoning data as a GIS Shapefile and provide to the City within seven (7) days of City submitting data per deadlines described above. District delivery of GIS Shapefile to City: 12/29/15, 1/10/16, 1/26/16, 2/9/16, 3/1/16, 3/15/16, 3/29/16, 4/12/16, 4/26/16, 5/10/16, 5/31/16, 6/14/16, 6/28/16, 7/12/16, 7/26/16, 8/9/16, 8/30/16, 9/13/16, 9/27/16, 10/11/16, 11/1/16, 11/29/16, and 12/13/16.

**B. Monthly Plat, Ownership Parcel and Preliminary Plan GIS Data Sets Update**

1. District Staff will receive all new parcel splits/transaction data from the Codington County Director of Equalization on the first Monday of the month.
2. District Staff will update the plat, parcel and preliminary plan GIS data sets.
3. District Staff will incorporate all new parcel splits/transactions, approved preliminary plan/plat data and other updated GIS data into City's MXD file on the last Friday of the month.

**Estimated Cost:**

Activity A:     \$11,155

Activity B:     \$ 8,935

TOTAL ANNUAL COST FOR "A" AND "B": \$20,070

**LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF WATERTOWN  
AND  
FIRST DISTRICT ASSOCIATION OF LOCAL GOVERNMENTS**

This agreement is hereby entered into between the First District Association of Local Governments, hereinafter referred to as "District" and the City of Watertown, hereinafter referred to as "City."

**I. PURPOSE/PROJECT DESCRIPTION**

- A. Provide services in the development and hosting of a Geographic Information System (GIS) website.
- B. The project will consist of:
  - 1. Annual access cost for Internet services.
  - 2. Arc IMS Maintenance – The annual cost paid to ESRI for Technical Assistance and updates to the Arc IMS software. There is no cost for this component charge for the first year of the project due to the first year of Arc IMS Maintenance component being included within the purchase of Arc IMS software. The City will remit its proportion of the annual cost of Arc IMS Maintenance, beginning in 2006. The cost will be shared between the City of Watertown, Focus Watertown, the Watertown Municipal Utilities, and Codington County.
  - 3. Setup and operation - First District will set up, customize and maintain the website.
- C. Term of Contract: January 1, 2016 to December 31, 2016.
- D. Total Cost of Project: Not to exceed \$4,500.

**II. DISTRICT RESPONSIBILITIES**

The District shall:

- A. Develop and maintain a Geographic Information System (GIS) website which will contain a variety of GIS databases regarding the City of Watertown and Codington County.

III. CITY RESPONSIBILITIES

- A. The City shall pay the District a sum, not to exceed, four thousand five hundred dollars (\$4,500) for services as described in "I. Purpose/Project Description" and "II. District Responsibilities."
- B. Total contract amount: Four thousand five hundred dollars (\$4,500).

IV. OTHER PROVISIONS

- A. Amendment Provision: This contract contains the entire agreement between the parties and may be amended only in writing signed by both parties.
- B. Termination Provision: This agreement can be terminated upon thirty (30) days written notice by either party.

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



12/18/2015

District

Date

Mayor

Date

ATTEST:

Finance Officer

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

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

### Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

<p><b>A. Owner Name and Address</b></p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">         Prairie Winds Golf, LLC          555 S. Lake Dr.          Watertown, SD 57201       </div> <p>Owner's Telephone #: <u>605-886-3554</u></p>	<p><b>B. Business Name and Address</b></p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">         Prairie Winds On Kemp          11 E Kemp Watertown, SD       </div> <p>License Number: _____ <span style="float: right;">57201</span></p> <p>Business Telephone #: <u>605-878-2255</u></p>
<p><b>C. Indicate the class of license being applied for</b> (submit separate application for each class of license).</p> <p><input type="checkbox"/> Retail (on-sale) Liquor</p> <p><input type="checkbox"/> Retail (on-sale) Liquor - Restaurant</p> <p><input type="checkbox"/> Retail (on-off sale) Wine</p> <p><input type="checkbox"/> Package (off-sale) Liquor</p> <p><input checked="" type="checkbox"/> Retail (on-off sale) Malt Beverage</p> <p><input type="checkbox"/> Retail (on-off sale) Malt Beverage &amp; SD Farm Wine</p> <p><input type="checkbox"/> Package (off sale) Malt Beverage</p> <p><input type="checkbox"/> Package (off sale) Malt Beverage &amp; SD Farm Wine</p> <p><input type="checkbox"/> Other (please classify) _____</p> <p><input type="checkbox"/> Transfer Fee \$150.00</p> <p>Number of other Package Liquor Licenses held: <u>0</u></p> <p>Number of other On-sale Liquor Licenses held: <u>1</u></p> <p>Is this License in active use? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>D. Legal description of licensed premise:</b></p> <div style="border: 1px solid black; height: 60px; margin-bottom: 5px;"></div> <p>Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Do you own <input type="checkbox"/> or lease <input checked="" type="checkbox"/> this property? (Check one)</p> <p><b>E. State Sales Tax Number:</b> <u>1029-9890 ST</u></p> <p><b>F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.</b></p> <p><b>G. New license?</b> <input checked="" type="checkbox"/> <b>Transfer? (\$150)</b> <input type="checkbox"/> <b>Re-issuance?</b> <input type="checkbox"/></p>

**H. CERTIFICATE:** The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 12/22/2015 Print Name Jeff Orthaus Signature [Signature]

**I. Any Application** required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality?  Yes  No County: Codington

This application was subscribed and sworn to before me this 22<sup>nd</sup> day of December 2015

Approving Officer's Telephone number 605 882-6236 Signature: [Signature]

**J. APPROVAL OF LOCAL GOVERNING BODY** - Notice of hearing was published on \_\_\_\_\_ . Public hearing on the application was held \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation?  Yes  No

Are real property taxes paid to date?  Yes  No

Ineligible for video lottery

Number of video lottery terminals on licensed premise: \_\_\_\_\_

Renewal - no public hearing held

Amount of fee collected with application \$ 340.00

Amount of fee retained \$ 190.00

Forwarded with application \$ 150.00

**For Local Government Use**

(Seal) \_\_\_\_\_

Mayor or Chairman

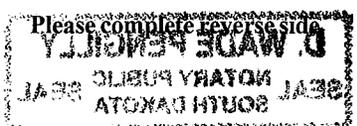
If disapproved, endorse reason thereon and return to applicant

**Transferred (State Use)**

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

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

**STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_**





**RESOLUTION 16-01**

**A RESOLUTION ADOPTING A MORATORIUM ON RECEIVING APPLICATIONS FOR OFF-PREMISE SIGNS WITHIN AND FOR THE CITY OF WATERTOWN**

**WHEREAS** the City of Watertown has been engaged in the process of researching possible regulations for controlling the number, placement and size of outdoor advertising and off premise signs; and

**WHEREAS** the City Council finds it would be in the best interest of the City of Watertown to adopt certain revisions for controlling the placement, size, number, and duration size of these signs; and

**WHEREAS** the City finds outdoor advertising and off-premise signs to affect the City's immediate health, safety, and welfare; and

**WHEREAS** the City has determined that additional time is necessary to give full and complete consideration to options for addressing the placement, size; number and duration of temporary and permanent off-premise signs;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Watertown that the City hereby adopts a moratorium on receiving applications or issuing permits for new off-premise signs until such time as the Council has addressed the placement, size, number and duration of temporary and permanent off-premise signs through the passage and effective date of a city ordinance, or January 4, 2017, or such time as the Council agrees to lift this moratorium, whichever is shorter.

**BE IT FURTHER RESOLVED** that this Resolution is necessary for the immediate preservation of the public peace, health, safety, or support of the municipal government and its existing public institutions and that this Resolution takes effect from and after the 4<sup>th</sup> day of January, 2016.

Dated at Watertown, South Dakota, this 4<sup>th</sup> day of January 2016.

CITY OF WATERTOWN

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Steve Thorson  
Mayor

ATTEST:

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Rochelle M. Ebbers, CPA  
Finance Officer  
(SEAL)

**RESOLUTION NO. 16-05**

**A RESOLUTION APPROVING THE SETTLEMENT OF THE COLLECTIVE  
BARGAINING NEGOTIATIONS BETWEEN THE CITY OF WATERTOWN AND THE  
WATERTOWN POLICE OFFICERS ASSOCIATION**

**WHEREAS** the City of Watertown employs public employees represented by public employee unions, and,

**WHEREAS** such public employees have the right to designate representatives for the purpose of meeting and negotiating a collective bargaining agreement with the City of Watertown pursuant to *S.D.C.L. Chapter 3-18*, and,

**WHEREAS** the City of Watertown and representatives of the Watertown Police Officers Association have conducted extensive collective bargaining negotiations, and, in good faith, have reached a settlement on all terms of an Agreement which shall take effect on January 1, 2016, and which will expire on December 31, 2018;

**NOW, THEREFORE, BE IT RESOLVED** by the City of Watertown, acting by and through its Mayor and City Council, that the Agreement between the City of Watertown and the Watertown Police Officers Association, is hereby approved, and shall be executed by the Mayor and Finance Officer on behalf of the City of Watertown, and a copy of said Agreement shall be maintained on file in the City Finance Office.

Dated at Watertown, South Dakota, this 4th day of January, 2016.

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

CITY OF WATERTOWN

ATTEST:

\_\_\_\_\_  
Rochelle M. Ebbers, CPA  
Finance Officer

\_\_\_\_\_  
Steve Thorson  
Mayor

**RESOLUTION NO. 16-06**

**A RESOLUTION APPROVING THE SETTLEMENT OF THE COLLECTIVE BARGAINING NEGOTIATIONS BETWEEN THE CITY OF WATERTOWN AND THE LOCAL UNION 1724 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS REPRESENTING THE WATERTOWN FIRE DEPARTMENT**

**WHEREAS** the City of Watertown employs public employees represented by public employee unions, and,

**WHEREAS** such public employees have the right to designate representatives for the purpose of meeting and negotiating a collective bargaining agreement with the City of Watertown pursuant to *S.D.C.L. Chapter 3-18*, and,

**WHEREAS** the City of Watertown and representatives of the Local Union 1724 of the International Association of Firefighters have conducted extensive collective bargaining negotiations, and, in good faith, have reached a settlement on all terms of an Agreement which shall take effect on January 1, 2016, and which will expire on December 31, 2018;

**NOW, THEREFORE, BE IT RESOLVED** by the City of Watertown, acting by and through its Mayor and City Council, that the Agreement between the City of Watertown and the Local Union 1724 of the International Association of Firefighters, is hereby approved, and shall be executed by the Mayor and Finance Officer on behalf of the City of Watertown, and a copy of said Agreement shall be maintained on file in the City Finance Office.

Dated at Watertown, South Dakota, this 4<sup>th</sup> day of January, 2016.

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

CITY OF WATERTOWN

ATTEST:

\_\_\_\_\_  
Rochelle M. Ebbers, CPA  
Finance Officer

\_\_\_\_\_  
Steve Thorson  
Mayor

**Resolution No. 16-08**

**A RESOLUTION ESTABLISHING FEES FOR CITY LICENSES, PERMITS, ADMINISTRATION AND OTHER MISCELLANEOUS ITEMS**

**WHEREAS**, City Ordinances require certain license fees to be established by resolution; and,

**WHEREAS**, it is appropriate that certain other fees be established by Council resolutions;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Watertown, Codington County, South Dakota, hereby establishes the following schedule of fees to remain in effect until further action by the City Council:

<b><u>General</u></b>	<b><u>Fee</u></b>
Certified Mail	City will bill the applicant for actual costs incurred
Codington County Register of Deeds	City will bill the applicant for actual filing and recording costs incurred
Fax Charge (incoming)	\$.50 per page
Fax Charge (outgoing)	\$2.00 first page; \$.50 per page thereafter (US)
Photocopy Charge (letter or legal)	\$.25 black and white per page/\$1.00 color per page
Photocopy charge (11x17)	\$1.00 black and white per page/\$5.00 color per page
Photocopy charge (24x36)	\$4.00 black and white per page/\$12.00 color per page
Print Charge (larger than 24x36)	\$.50 per sq ft black and white/\$2.00 per sq ft color
Publication	\$40
Ward & Precinct Maps	\$3.00 (18x24)/\$5.00 (24x36)
<b><u>Finance</u></b>	
Liquor License Establishment	\$50
Commercial Garbage Hauler	\$50
Gasfitter	\$50
Gasfitter Contractor	\$50 (\$250 first year)
House Mover	\$50 (\$250 first year) plus \$50 per vehicle
Liquid Waste Hauler	\$100 plus \$20 per vehicle

**Finance Con't****Fee**

Liquor Sale License (Sunday)	\$200
Mobile Home Court	\$50 plus \$2.50 per lot
Pawn Broker	\$50
Peddler (Annual)	\$500
Peddler (5-day)	\$100
Pipe Layer	\$50 (\$250 first year)
Sidewalk Cafe Permit	\$25
Sign Installer	\$50 (\$250 first year)
Secondhand Dealer	\$50
Security Guard	\$50 (\$500 first year)
Taxi Cab Company	\$50 plus \$5 per vehicle
Taxi Driver	\$50
Transient Merchant	\$100
Video Lottery Machine License	\$50 per machine

**Building Services/Board of Adjustment**

Accessory Structure Permit ( $\leq$ 200 sf)	\$20
Conditional Use	\$100
Deck Permit (residential)	\$20
Demolition Permit	\$20
Excavation Permit	\$20
Fence Permit (residential)	\$20
Manufactured Home Inspection Permit	\$25
Microwave Antenna Permit	\$20
Moving Permit	\$25

**Building Services/Board of Adjustment Con't****Fee**

Relocation Investigation Fee (300' radius)	\$100
Research - Documents	\$95 per request
Sign Permit (≤ 100 sf)	\$25
Sign Permit (> 100 sf)	\$50
Special Meeting of Board of Adjustment	\$300
Special Meeting of Sign Code Board of Appeals	\$300
Variance	\$100
Residential Contractors License	\$60
Grading Permit	\$0
IRC Handbook	\$10

**Planning**

Annexation Petition	\$50 plus publication/certified mail fees
Ordinance Amendment	\$125 plus publication fees
Planned Unit Development (PUD) Review	\$200 plus publication/certified mail fees
PUD Review (Major Amendment)	\$200 plus publication/certified mail fees
PUD Review (Minor Amendment)	\$75
Plat Review (Final)	\$150 minimum or \$100 plus \$5 per lot
Plat Review (County joint planning area)	\$75
Preliminary Plan Review	\$200 plus publication/certified mail fees
Special Meeting of the Plan Commission	\$300 plus publication/certified mail fees
Vacation (Right-of-way/Utility access)	\$125 plus publication
Zoning Map Amendment	\$125 plus publication/certified mail fees

**Police Department**

Fingerprint Fee	\$15 plus tax
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**Police Department Con't**

	<b><u>Fee</u></b>
Scale Drawing - letter size	\$25
1/10 Scale Drawing - large full scale	\$50
Reports - includes witness stmt	\$6
Photographs	\$2.50 each
Video, photos, etc on CD	\$25
Add'l Statements (officers, investigations etc.)	\$.50 each

**Fire Department**

Fire Suppression - Residential Structure	\$500
Fire Suppression - Commercial Structure	Cost of overtime and materials used
Automated Alarm Activation - after 4 in year	\$100
Unpermitted or Uncontrolled Burns	Cost of overtime and materials used
Hazardous Materials Response	Cost of overtime and materials used
Fire Prevention Permits	\$52 plus \$2 per sprinkler head
Fire Sprinkler New Installation Permit	\$128 plus \$2 per device
Fire Alarm Systems Permit	\$100
Kitchen Hood Extinguishing System New	\$50
Kitchen Hood Extinguishing System Modification	\$75
Commercial Spray Booth or Room New Permit	\$25
Commercial Spray Booth or Room Modification	\$75
Standpipe Installation Permit	\$50
Use of Pyrotechnic Special Effect Permit	\$50
Compressed Gases & Combustible Liquid Tank	\$50

**Fire Regional Training Center**

Classroom (1/2 day)	\$25
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Classroom (full day)	\$50
Training Ground (1/2 day)	\$150
<b><u>Fire Regional Training Center Con't</u></b>	<b><u>Fee</u></b>
Training Ground (full day)	\$250
Facilitator Fee (training grounds only)	\$35 per hour

**Ambulance Department**

BLS - Basic Life Support	\$650
ALS - Advanced Life Support	\$750 - \$1,000
Mileage - per loaded mile	\$13.50
Ambulance Standby - Special Events	\$100 per hour

**Library**

Photocopy Charge	\$ .15 black & white \$.50 color
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Dated at Watertown, South Dakota this 21st day of December, 2015.

City of Watertown

Attest:

\_\_\_\_\_  
Rochelle Ebbers, CPA  
Finance Officer

\_\_\_\_\_  
Steve Thorson  
Mayor

# MEMO



## Task Order Revision & Change in Scope of Services

**To:** Shane Waterman, P.E.  
City of Watertown  
City Engineer  
**Date:** December 23, 2015  
**Cc:** Michael Boerger  
File

**From:** Dennis McAlpine, P.E.  
Bart Schultz, P.E.  
**Subject:** Additional Civil Engineering Services for  
Watertown Regional Landfill Cell 6 Design  
Completion & Site Stormwater Analysis  
**Project No.:** R157716-008

Houston Engineering, Inc. (HEI) entered into a contractual agreement, by acceptance of the Scope and Service and Fees dated October 14, 2014, (AGREEMENT) to provide professional consulting services to the City of Watertown, SD. The AGREEMENT identifies civil design services to be performed in fulfillment of the contract and an agreed upon estimated compensation amount. The AGREEMENT identifies the services to be performed in return for estimated compensation in the amount of **\$14,622.00**.

The purpose of this memorandum is to document a change in the Scope of Services requested by Houston Engineering under our AGREEMENT, and obtain concurrence on the additional fee associated with the change in the Scope of Services.

The items detailed below are the result of design conflicts discovered via refinement of the Cell 6 construction plans and additional work requested by City staff.

During the construction of Cell 4, crews intercepted a saturated layer of material on the northern 3:1 side-slope of the cell which complicated placement/compaction operations of the soil barrier layer. At the time, crews initially placed a drain-tile pipe mid-slope in Cell 4. The drain-tile pipe was extended thru the side-slopes of Cells 5 & 6 daylighting on the outside perimeter of the D-Cell berm. This initial fix to drain off excess water behind the slope was not effective. The slope failed below the drain-tile near the toe of the side-slope and the base grades. A secondary fix was then installed to completely drain the saturated layer to the toe of the side-slope. This fix included the installation of a dedicated groundwater extraction pump. A collection system was installed over the entire slope of Cell 4 with the installation of a geo-composite drainage blanket (tri-planer) and a corresponding toe-drain which was drained via gravity back to the extraction pump. The riser pipe for the system was installed in the northwestern portion of Cell 5.

Cell 5 was designed to accommodate a connection to the existing dewatering system extending the geo-composite drainage blanket and toe drain along the side-slope of Cell 5. The design of Cell 5 incorporated an extension of the dewatering system into future Cell 6. To maximize the coverage of the existing system, HEI proposed connecting the toe-drain of Cell 5 with the base of the groundwater riser pipe located nearly 3ft below the toe-drain stub. This design element provided additional opportunity to

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extend the system further into Cell 6. However, during construction of Cell 5, crews were unable to locate the base of the groundwater riser pipe. Citing concerns over safety, HEI instructed crews to cease excavation operations and connect to the previously provided toe-drain stub.

Given the situation in Cell 5, the corresponding design of the dewatering system in Cell 6 was compromised. The current configuration for the groundwater dewatering system cannot be extended as far into Cell 6 as initially anticipated without raising the base grades to provide gravity drainage for the proposed groundwater dewatering system.

The extent (location & elevation) of the saturated layer in the D-Cell berm surrounding Cell 6 is unknown. To provide protection against groundwater inflow for the entire side-slope of Cell 6, City staff decided to install a second dedicated dewatering system in Cell 6 per HEI recommendation.

The original contract identified the design and subsequent placement of a stormwater structure including the design of a single access road for Cell 6 along the side-slope of future Cell 9. The proposed stormwater structure was located within the current (permitted) footprint of Cell 6 requiring the waste limits of Cell 6 to be shifted north. This design change required minor modifications to the draft Cell 6 plans completed in 2013 (as part of the Cell 5 design and construction project). At the request of City staff, HEI generated a detailed grading plan incorporating the previously indicated access road along the eastern slope of future Cell 9, and a secondary access road to Cell 6 from the west. The secondary access road was designed with a pad area to better accommodate vehicular traffic to the base grades of Cell 6.

The following items were not included in the original AGREEMENT and interpreted by Houston Engineering as a change in the Scope of Services:

Item No.	Description	Additional Fee
1	Update Cell 6 plans & specifications to include groundwater dewatering system. Note: The system will be designed to accommodate groundwater dewatering from future Cell 9.	\$10,000
2	Design of secondary access road for Cell 6.	\$2,500
Total		\$12,500

Please indicate the following:

- Amend the contract to incorporate the additional services provided and the revised estimated total compensation nearer to the time of project completion, based on the anticipated cost to complete.

# MEMO



Amend the contract now to incorporate the additional services provided and the revised estimated total compensation. The revised contract amount including the additional services identifies herein will be **\$27,122.00**.

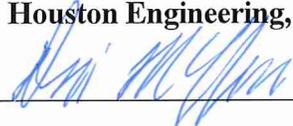
## SIGNATURES:

The professional services described by this Additional Services Request are being provided in accordance with the Professional Services Agreement between The City of Watertown and Houston Engineering, and as amended and extended. This **Additional Services Request** shall be effective **immediately** as authorized by the signatures of representatives of the City of Watertown, SD and Houston Engineering, Inc. Enclosed are the Houston Engineering Fee Schedule and the General Terms and conditions.

### City of Watertown, SD

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

### Houston Engineering, Inc.

By:  \_\_\_\_\_  
Name: Dennis McAlpine, P.E  
Title: Project Manager  
Date: December 23, 2015



## 2016 FEE SCHEDULE

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc.

Category	Hourly Rate
Senior Project Manager	\$183
Project Manager	166
Project Engineer	152
Professional Engineer	136
Design Engineer	121
Graduate Engineer	109
Legislative/Grant Specialist	\$155
Expert Witness	201
Sr. Environmental Project Manager	\$183
Senior Environmental Scientist	160
Environmental Scientist	137
Scientist	121
Graduate Scientist	109
Graduate Scientist I	87
Senior Planner	\$166
Associate Planner	120
Technical Writer	81
Sr. Land Surveyor Project Manager	\$161
Senior Land Surveyor	149
Land Surveyor	126
Graduate Land Surveyor	109
Senior Construction Engineer	\$149
Construction Engineer	126
Graduate Construction Engineer	108
Senior Technician	\$109
Technician	97
Graduate Technician	85
Technician Intern	74
Senior GIS Project Manager	\$160
GIS Project Manager	137
GIS Developer	126
GIS Specialist	109
GIS Technician/Developer II	95
GIS Technician I	81

Category	Hourly Rate
Right-of-Way Specialist	\$166
Right-of-Way Technician	99
Senior Designer	\$132
Designer	114
Surveyors:	
1-Person Crew (plus Equipment)	\$132
2-Person Crew (plus Equipment)	160
3-Person Crew (plus Equipment)	201
4-Person Crew (plus Equipment)	224
CAD Manager	\$109
CAD Supervisor	97
Senior CAD Operator	85
CAD Operator	74
Computer Technician	\$132
Senior Administrative Assistant	\$74
Administrative Assistant	69

Chargeable Expenses	Rate
Subsistence	Actual Cost
Mileage-Vehicles:	
2-Wheel Drive	IRS Standard Rate
4-Wheel Drive	IRS Standard Rate + \$0.20/Mile
GPS Equipment	\$25/hour/unit
Robotic Total Station	\$20/hour
S6 Robotic Total Station	\$40/hour
All-Terrain Vehicle/Snowmobile/Boat	\$15/hour
Long-Distance Telephone, Overnight Delivery, Postage, Printing	Actual Cost
Surveying Materials, Special Equipment, and other Materials required for the job	Actual Cost
Subconsultants	Actual Cost + 10%

## General Terms and Conditions

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### GENERAL

These general terms and conditions (“Terms”) together with the attached Client/Owner Services Agreement between Houston Engineering, Inc. (“ENGINEER”) and OWNER attached hereto (“Agreement”) shall exclusively govern the relationship between ENGINEER and OWNER with respect to the transaction described in the Agreement. No addition, modification, or amendment to these Terms or the Agreement will be binding on ENGINEER unless agreed to in writing and signed by an authorized representative of ENGINEER. (These Terms and the Agreement are hereinafter collectively referred to as the “Agreement”).

#### 1. STANDARD OF CARE

ENGINEER will perform its services in accordance with the terms of this Agreement. The standard of care applicable to ENGINEER’S services will be the degree of care, skill and diligence normally employed by others performing the same or similar services under similar circumstances at the same time and in the same locality. All estimates, recommendations, opinions and decisions of ENGINEER will be made upon the basis of information provided to or made available to ENGINEER based upon ENGINEER’S experience, technical qualifications and professional judgment.

#### 2. WARRANTY

**Except as specifically set forth in this Agreement, Engineer has not made and does not make any warranties or representations whatsoever, express or implied, as to services to be performed or materials to be provided including, without limitation, any warranty or representation as to: (i) the merchantability or fitness or suitability of the services or products for a particular use or purpose whether or not disclosed to Engineer; and (ii) delivery of the services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like.** Engineer does not warrant and will not be liable for any design, material or construction criteria furnished or specified by owner and incorporated into the services and products provided hereunder.

#### 3. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. OWNER agrees to pay a service charge on all accounts 30 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from OWNER without accrued service charges shall not be deemed to be a waiver of such service charges by ENGINEER. In the event OWNER is past due with respect to any invoice ENGINEER may, after giving five (5) days written notice to OWNER, suspend all services without liability until OWNER has paid in full all amounts owing ENGINEER on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by OWNER.

#### 4. CHANGES OR DELAYS

The fee set forth in this Agreement constitute ENGINEER’S estimate to perform the services required to complete the Project as ENGINEER understands it to be defined. If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in ENGINEER’S judgment dictate a change in the services to be performed, which may alter the Scope of Services, ENGINEER will inform OWNER so that negotiation of change in scope and adjustment to the time of performance and compensation can be accomplished. If such change results in an increase or decrease in the cost of or time required for performance of the services an equitable adjustment shall be made and the Agreement modified accordingly.

#### 5. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem) the provisions of subparagraph a. shall apply in addition to the provisions of subparagraphs b. through d.

- a. The minimum time segment for charging fieldwork is one (1) hour. The minimum time segment for charging work done at any of ENGINEER’S offices is one-quarter hour.
- b. Direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for administration. These direct costs include, but are not limited to, shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost.
- c. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, OWNER will be advised at the start of an assignment, task, or phase.
- d. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by OWNER, supporting documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

#### 6. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving fourteen (14) days’ written notice, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. Where method of payment is “lump sum,” the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. An equitable adjustment shall be made to provide for termination settlement costs ENGINEER incurs relating to commitments that had become firm before termination and for a reasonable profit for services performed.

## General Terms and Conditions

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### 7. LIMITATION OF LIABILITY

In no event shall ENGINEER be liable for incidental, indirect or consequential damages of any kind. ENGINEER'S maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER under this Agreement. The disclaimers and limitations of liability set forth herein shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. OWNER hereby releases ENGINEER from any and all liability over and above the limitations set forth in this paragraph.

### 8. INSURANCE

ENGINEER agrees to purchase, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by ENGINEER and will, upon request, furnish insurance certificates to OWNER. The existence of any such insurance shall not increase ENGINEER'S liability as limited by paragraph 8 above.

### 9. HAZARDOUS SUBSTANCE INDEMNIFICATION

OWNER acknowledges that neither ENGINEER nor ENGINEER's agents or consultants have any professional liability (errors or omissions) or other insurance for claims or damages arising out of the performance of or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings, and specifications related to the investigation, detection, abatement, replacement, or removal of parts, materials, or processes containing asbestos or relating to the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants (defined herein as any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste) or hazardous substances of any kind however defined. Accordingly, OWNER hereby agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against ENGINEER, its principals, employees, agents, and consultants, if such claim in any way would relate to asbestos, pollutants or hazardous substances in connection with the Project. OWNER further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless ENGINEER, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the performance of ENGINEER's services hereunder, or claims brought against ENGINEER by third parties and arising from ENGINEER's services or others' services and/or work related to asbestos, pollutants and/or hazardous substance activities. This indemnification shall survive termination of the Agreement.

### 10. INDEMNIFICATION

OWNER shall defend, indemnify, and hold harmless ENGINEER, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from OWNER'S breach of this Agreement or OWNER'S fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project.

### 11. PROJECT SITE

OWNER shall furnish or cause to be furnished to ENGINEER all documents and information known to OWNER that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant or hazardous substance, however defined, at, on or under the Project site. In addition, OWNER shall furnish such other reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by ENGINEER for proper performance of its services. ENGINEER shall be entitled to rely upon OWNER provided documents and information in performing the services required under this Agreement; however, ENGINEER assumes no responsibility or liability for the accuracy or completeness of any such documents or information. ENGINEER will not direct, supervise, or control the work of contractors or their subcontractors. ENGINEER's services will not include a review or evaluation of the contractor's or subcontractor's safety measures. ENGINEER shall be responsible only for its activities and those of its employees on any site. The presence of ENGINEER, its employees, agents or subcontractors on a site shall not imply that ENGINEER controls the operations of others nor shall it be construed to be an acceptance by ENGINEER of any responsibility for job-site safety.

### 13. DISPOSAL OF CONTAMINATED MATERIAL

ENGINEER is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances found or identified at a site.

### 14. CONFIDENTIALITY

ENGINEER shall maintain as confidential and not disclose to others without OWNER's prior consent all information obtained from OWNER that was not otherwise previously known to ENGINEER or in the public domain and is expressly designated by OWNER in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of ENGINEER, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. OWNER agrees that ENGINEER may use and publish OWNER's name and a general description of ENGINEER's services with respect to the Project in describing ENGINEER's experience and qualifications to other clients or potential clients.

## General Terms and Conditions

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### 15. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by ENGINEER (and ENGINEER's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER shall retain ownership thereof, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by OWNER or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability to ENGINEER or ENGINEER's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 16. CONTROLLING AGREEMENT

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding ENGINEER's services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement gives no rights or benefits to anyone other than ENGINEER and OWNER and has no third party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied or amended unless in writing signed by the parties. Prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superceded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement.

### 17. PROPRIETARY DATA

The technical and pricing information contained in the Scope of Services is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by OWNER without the express written consent of ENGINEER.

### 18. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the principal place of business of ENGINEER.

### 19. DATA PRACTICES ACT REQUESTS

ENGINEER considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state and federal Data Practices Act Requests. OWNER shall reimburse ENGINEER for any and all costs and expenses, including attorneys' fees associated with any type of data practices act request.

### 20. ASSIGNMENTS

This Agreement and the rights and duties hereunder may not be assigned by OWNER, in whole or in part, without ENGINEER'S prior written approval.

### 21. FORCE MAJURE

ENGINEER shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to causes beyond its reasonable control including, without limitation, acts of nature or the OWNER, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of ENGINEER. In the event of any such delay, ENGINEER'S performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

### 22. WAIVER

No failure or delay on the part of ENGINEER in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

### 23. WAIVER OF JURY

In the interest of expediting any disputes that might arise between ENGINEER and OWNER, ENGINEER and OWNER hereby waive their respective rights to a trial by jury of any dispute or claim concerning this Agreement, the services and any other documents or agreements contemplated by or executed in connection with this Agreement.

### 24. NOTICES

Any and all notices, demands or other communications require or desire to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; or if deposited in the United States Mail, certified or registered, postage prepared, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service. Notices, demand or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

City

**CHANGE ORDER**  
**Project No. A-6158**

ORDER NO. 1  
DATE: December 18, 2015  
AGREEMENT DATE: August 31, 2015

NAME OF PROJECT: Hangar Taxilane Expansion  
Watertown Regional Airport - Watertown, SD  
AIP #3-46-0058-029-2015  
A-6158  
Base Bid

OWNER: City of Watertown

CONTRACTOR: J & J Earthworks, Inc.

**The following changes are hereby made to the CONTRACT DOCUMENTS:**

This Change Order adjusts quantities of various bid items at the Contract unit price to reflect the as-constructed conditions. This Change Order also adds the following new item(s):

**CCO-1-1 Additional Taxiway Marking 1 L.S. @ \$4,200.00**

The existing Hangar Taxilane system currently does not have centerline marking. This item allows for the marking of the existing Hangar Taxilanes out to Taxiway A. The lump sum price includes all materials, tools, equipment, labor, and incidentals to complete the work.

**CCO-1-2 Electric Gate Circuit Relocation 1 L.S. @ \$1,260.97**

The existing electric gate wiring had to be lowered and reconnected due to the surfacing section of the new Hangar Taxilane. The lump sum price includes all materials, tools, equipment, labor, and incidentals to complete the work.

This Change Order also allows for a increase in Contract Time. Due to delays receiving approval for a Modification to Standards for the Aggregate Base Course, the paving of the Hangar Taxilane was therefore delayed. This increase in Contract Time would extend the date for completion of paving of the Hangar Taxilane until October 9, 2015.

**Justification:**

Change to **CONTRACT PRICE:**

Original <b>CONTRACT PRICE</b>	\$208,916.75
Current <b>CONTRACT PRICE</b> adjusted by previous Change Order	\$208,916.75
The <b>CONTRACT PRICE</b> due to this CHANGE ORDER is <b>Increased</b> by:	\$0.00
The <b>CONTRACT PRICE</b> due to this CHANGE ORDER is <b>Decreased</b> by:	(\$16,574.98)
The new <b>CONTRACT PRICE</b> including this <b>CHANGE ORDER</b> will be	\$192,341.77

**Change to CONTRACT TIME:**

The **CONTRACT TIME** will be (~~decreased~~) (increased) by 7 / 0 calendar days.

The date for completion of paving of the Hangar Taxilane will be October 9, 2015 (date).

The date for completion of all Work will be October 30, 2015 (date).

**Approvals Required:**

To be effective this Order must be approved by the Owner and SD Office of Air, Rail, and Transit.

Recommended by: Michael A. Helms  
Helms and Associates – Consulting Engineer

12/18/15  
Date:

Ordered by: JA  
J & J Earthworks, Inc.

12-17-15  
Date:

Agreed to by: \_\_\_\_\_  
City of Watertown

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

Approved by: \_\_\_\_\_  
Aviation Engineer-Office of Air, Rail, and Transit

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

Change Order No. 1  
 Owner: City of Watertown  
 Watertown Regional Airport - Watertown, SD  
 Project No. A-6158

Issue Date: December 18, 2015  
 Contractor: J & J Earthworks, Inc.

Item	Description	Quantity to Date	Unit	(+) QTY	(-) QTY	Unit Price	Price Change	New Quantity
7	Subbase Course (30")	3,190.0	Tons		386.3	\$15.50	(\$5,987.65)	2,803.7
8	Aggregate Base Course (6")	640.0	Tons	130.5		\$23.00	\$3,001.50	770.5
9	Bituminous Base / Surface Course (3")	320.0	Tons		124.1	\$98.00	(\$12,161.80)	195.9
10	Bituminous Prime Coat	2.5	Tons		2.5	\$1,600.00	(\$4,000.00)	0.0
11	Bituminous Tack Coat	0.8	Tons		0.1	\$1,000.00	(\$100.00)	0.7
13	Seeding and Fertilizing	1.4	Acre		0.6	\$2,000.00	(\$1,200.00)	0.8
15	Field Laboratory, Type I	1	Each		1	\$1,500.00	(\$1,500.00)	0
17	Type II Erosion Control Blanket	880	SqYd	108		\$4.00	\$432.00	988
18	High Flow Silt Fence	45	Ft		45	\$6.00	(\$270.00)	0
19	Sediment Control at Inlet with Frame and Grate	1	Each		1	\$250.00	(\$250.00)	0
CCO-1-1	Additional Taxiway Marking	0	L.S.	1		\$4,200.00	\$4,200.00	1
CCO-1-2	Electric Gate Circuit Relocation	0	L.S.	1		\$1,260.97	\$1,260.97	1
<b>TOTAL CHANGE ORDER #1</b>							<b>(\$16,574.98)</b>	
<b>HELMS and ASSOCIATES</b>								