

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

**Tuesday, September 6th, 2016
Call to Order
Prayer
Pledge of Allegiance
Roll Call**

7:00 PM

1. Approval of consent agenda
 - a. Approval of the minutes of the Council meetings held on August 9, 10, 15 and 22, 2016
 - b. Authorization to write-off uncollectible ambulance accounts receivable in the amount of \$14,236.39
 - c. Appointment of Brianna Tillma to the Mayor's Committee for People with Disabilities
 - d. Authorization for the Engineering Department to advertise for bids for the Big Sioux River Weir Breach Repair Project
 - e. Authorization for the Park and Rec Department to advertise for bids for the Splash Park Project
 - f. Authorization for the Park and Rec Department to advertise for bids for the Skate Park Project
 - g. Authorization for the Police Department to enter into an annual maintenance contract with West Central Communications for the E-911 consoles in the amount of \$1,800 budgeted in the E-911 fund
 - h. Approval of payroll & bills and authorization to pay
2. Approval of agenda
3. Application for a new retail (on-off sale) malt beverage and a new retail (on-off sale) wine license to PRG Watertown, d/b/a Marko's Pizza, 817 9th Ave. SE
 - a. Public hearing
 - b. Council action
4. Application for a special retail malt beverage and wine license to the Chamber of Commerce for the period of 5:00 PM, Thursday, September 15, 2016 until 8:00 PM on Thursday, September 15, 2016 for the Reds, Whites, Brews and Blues event
 - a. Public hearing
 - b. Council action
5. A resolution to submit an application for a Community Development Block Grant for the City of Watertown (Resolution No. 16-30)
 - a. Public hearing
 - b. Council action
6. A resolution to designate a certifying officer for the purpose of signing required CDBG grant documents for the City of Watertown (Resolution No. 16-31)

7. Proposed ground lease agreement with Tim Peterson for a private hangar at the Regional Airport
 - a. Public hearing
 - b. Council action
8. Vacation of public right of way between Lot 1 Block 2, South Side Addition and Lot 7 Block 2, Poulson's Addition
 - a. Public hearing
 - b. Council action
9. Vacation of a portion of 10th Ave. South between Lot 8 Block 2, Poulson's Addition and Lot 20 Block 2, South Side Addition (Resolution No. 16-26)
10. First reading of Ordinance No. 16-18 - 2017 City Budget
11. First reading of Ordinance No. 16-13 Amending Chapter 21.10 of the Revised Ordinances of the City of Watertown regarding Commercial Building heights
12. First reading of Ordinance No. 16-16 repealing Section 2.0113 of the revised ordinances of the City of Watertown regarding restrictions on issuance of malt beverage package dealers' licenses
13. First reading of Ordinance No. 16-17 adding a new section to Chapter 2.01 of the revised ordinances of the City of Watertown regarding the issuance of special alcoholic beverage licenses in conjunction with special events
14. Consideration of a loan request from the Lions Club to build a picnic shelter and restrooms at Lions Park
15. Consideration of lease agreement with Prairie Lakes Healthcare System, Inc. for city owned property located in Kirlin's Outlot No. 1
16. Authorization for the Police Department to accept a grant from the State Drug Control Fund for the purchase of body cameras and for the Mayor to sign a purchase agreement for the cameras
17. Authorization for Mayor to sign and submit an AIP grant application and sign the State award letter for the Regional Airport Runway Project
18. Authorization for Mayor to sign professional services agreement with Tegra for the Ice Arena project in the amount of \$45,500
19. Authorization for the Mayor to sign an Addendum to the Memorandum of Understanding between the City of Watertown and Codington County
20. Authorization for the Street Department to purchase a truck chassis/cab from North Central International in the amount of \$30,000
21. Consideration of bids to purchase two Street Department dump trucks
22. Consideration of Change Order No. 1 to the contract with J&J Earthworks for the Sanitary Sewer Replacement Project increasing the contract amount \$4,750
23. Consideration of Change Order No. 1 to the contract with Clausen Construction, Inc. for the Koch Complex/Extension Center Parking Lot Reconstruction Project increasing the contract amount \$11,386
24. Old Business
25. New Business
26. Liaison member reports

27. Executive Session pursuant to SDCL 1-25-2

28. 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**

August 9, 2016

The City Council met in regular session at 6:00 PM in the Council Chambers, City Hall, 23 2nd Street NE. Mayor Steve Thorson presiding. Present upon roll call: Aldermen Rieffenberger, Buhler, Vilhauer, Solum, Danforth, Thorson, Albertsen, Tupper and Alderwoman Mantey. Alderman Roby was absent.

Motion by Buhler, seconded by Tupper, to approve the agenda. Motion carried

Mayor Thorson and Finance Officer Ebbers presented and asked for public input on the 2017 Mayor's Proposed Budget for the following departments: BBB Sales Tax Fund, Contributions to External Organizations, Police Department, Animal Control, E-911 Fund, Fire Department, Ambulance, Street Department, Snow Removal, Library, Library Fines Fund, Building Services Department, Airport, Wastewater, Solid Waste, Community Center, and Mayor and City Council. No action was taken.

The next public input meeting on the 2017 Mayor's Proposed Budget will be Wednesday, August 10th starting at 6:00 PM for the following departments: City Attorney, IT Department, Upper Big Sioux Watershed Project Fund, Engineering Department, Water Resources, Capital Improvement Sales Tax Fund, Parks and Recreation Fund, Cemetery Department, Forestry Department, Contingency Account, Finance Office, City Hall, Street Lights, Operating Transfers, Casualty Reserves, Urban Renewal Fund, TIF's 1,2,3,5,6, GO Bond Fund, and Construction Fund.

Motion by Solum, seconded by Vilhauer, to adjourn until 6:00 PM on August 10, 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 9th day of August, 2016.

ATTEST:

Rochelle Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

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

August 10, 2016

The City Council met in regular session at 6:00 PM in the Council Chambers, City Hall, 23 2nd Street NE. Mayor Steve Thorson presiding. Present upon roll call: Aldermen Rieffenberger, Roby, Buhler, Vilhauer, Solum, Danforth, Thorson, Albertsen, Tupper and Alderwoman Mantey.

Motion by Solum, seconded by Vilhauer, to approve the agenda. Motion carried

Mayor Thorson and Finance Officer Ebbers presented and asked for public input on the 2017 Mayor's Proposed Budget for the following departments: City Attorney, IT Department, Upper Big Sioux Watershed Project Fund, Engineering Department, Water Resources, Capital Improvement Sales Tax Fund, Parks and Recreation Fund, Cemetery Department, Forestry Department, Contingency Account, Finance Office, City Hall, Street Lights, Operating Transfers, Casualty Reserves, Urban Renewal Fund, TIF's 1,2,3,5,6, GO Bond Fund, and Construction Fund.

Motion by Solum, seconded by Mantey to place Sunshades for Foundation Fields back into the Mayor's Proposed Budget of the Capital Improvement Sales Tax Fund in the amount of \$59,000. Motion carried.

Motion by Danforth, seconded by Tupper to remove Traffic Signal Improvements from the Mayor's Proposed Budget of the Capital Improvement Sales Tax Fund in the amount of \$60,000. Motion carried.

Motion by Danforth, seconded by Solum to move funding from 2018 to the 2017 Mayor's Proposed Budget to start a tree farm in the Parks Department of the Parks, Recreation and Forestry Department in the amount of \$20,000. Motion carried.

Motion by Vilhauer, seconded by Mantey to add back \$3,000 to the Mayor's Proposed Budget for the Dive Rescue Contribution to External Organizations for a total contribution of \$18,000. Motion carried with Roby and Buhler opposed.

Motion by Buhler, seconded by Tupper, to adjourn until 7:00 PM on August 15, 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 10th day of August, 2016.

ATTEST:

Rochelle Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

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

August 15, 2016

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

Motion by Rieffenberger, seconded by Buhler, to approve the following item on the consent agenda: minutes of the Council Meeting held on August 1, 2016. Motion carried.

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

Ordinance No. 16-12 amending Section 21.0202 of Title 21 regarding zoning for the City of Watertown was placed on its second reading and the title was read. Motion by Buhler, seconded by Mantey, to approve Ordinance No. 16-12 as presented. Motion carried.

This being the time scheduled for the public hearing on Resolution No. 16-26 Vacation of a portion of 10th Ave. South between Lot 8 Block 2, Poulson's Addition and Lot 20 Block 2, South Side Addition, the Mayor called for public comment. Hearing no comment from the public, motion by Albertsen, seconded by Danforth, to approve Resolution No. 16-26 as presented. Motion amended by Albertsen, seconded by Danforth, to defer taking action on Resolution No. 16-26 until the August 22nd council meeting. Motion carried.

Motion by Tupper, seconded by Mantey, to approve Resolution No. 16-27 amending rules for special alcoholic beverage licenses. Motion carried.

Motion by Danforth, seconded by Vilhauer, authorizing the Mayor to sign a professional services agreement with Aason Engineering for construction engineering services on the South Broadway Bridge Rehabilitation Project. Motion carried.

Motion by Buhler, seconded by Mantey, approving Change Order No. 1 to the contract with Creston Builders for the Downtown Alley Project increasing the contract amount \$6,140. Motion carried.

Motion by Solum, seconded by Buhler, to go into executive session for the purpose of discussing contract negotiations. Motion carried.

Motion by Danforth, seconded by Buhler, to reconvene in open session. Motion carried.

Motion by Buhler, seconded Danforth, to adjourn until 5:00 PM on Monday, August 22, 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 15th day of August, 2016.

ATTEST:

Rochelle Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

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

August 22, 2016

The City Council met in special session at 5:00 PM in the Council Chambers, City Hall, 23 2nd Street NE. Mayor Steve Thorson presiding. Present upon roll call: Aldermen Tupper, Solum, Thorson, Buhler, Danforth, Vilhauer, and Albertsen. Alderman Rieffenberger was present at 5:10 PM. Alderman Danforth was present at 6:00 PM. Absent was Alderwoman Mantey.

The Mayor pulled agenda item #2 for the Plat of Meadows Seventh Addition (Resolution No. 16-28). Motion by Solum, seconded by Buhler, to approve the agenda as amended. Motion carried.

Mayor Thorson and Finance Officer Ebbers presented and asked for public input on the Equipment Replacement Schedule and Proposed Capital Improvement Plan for 2018-2022. No action taken.

Motion by Tupper, seconded by Rieffenberger to defer council discussion and action on the Vacation of a portion of 10th Ave. South between Lot 8 Block 2, Poulson's Addition and Lot 20 Block 2, South Side Addition (Resolution No. 16-26) until the September 6, 2016 Council meeting.

Motion by Albertsen, seconded by Thorson to move \$49,000 from the Crack Seal/Seal Coat budget line item (212-43180-42509) to the Street Improvements budget line item (212-43180-43700) for an additional milling and overlay project. Motion carried.

Motion by Buhler, seconded by Vilhauer, to adjourn until 7:00 PM on September 6, 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 22nd day of August, 2016.

ATTEST:

Rochelle Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

**AMBULANCE MANAGEMENT
WRITE-OFFS / CREDIT BUREAU OR COURT
August 2016**

<u>Call No.</u>	<u>Amount</u>
31575	655.65
31576	2208.00
34045	667.55
33448	76.49
33541	78.25
33677	686.45
33715	809.30
33341	675.65
33212	758.10
33614	698.60
33312	701.60
32241	534.90
33720	2694.00
33350	300.00
33646	300.00
33762	300.00
33663	660.80
33757	671.60
33792	759.45
	14236.39

Approved:

Mayor

Finance officer



612 Industrial DR SW, Willmar, MN 56201
320-235-0811 DaveS@WCCwireless.com



Service Agreement on radio equipment not covered by Motorola service contract.
Labor Services

This Service Agreement is between Watertown Police and West Central Communications for labor services for equipment listed below during the dates of this contract.

The following is a Service Agreement for labor and travel on the following equipment that is not covered by Motorola's service contract, but it required in order for Dispatch to communicate with agencies and send out pages.

COVERED EQUIPMENT:

- 9 Digital XTL control stations, located in the equipment room at dispatch
- 10 Analog control stations, remote adaptors, and power supplies located in the equipment room.
- 1 PTP microwave link from RC technology building to dispatch
- 1 Bayly Mux in equipment room and RC technology office
- 1 MTR 3000 VHF repeater in equipment room
- 1 Zetron RIOP in equipment room
- 1 MIP 5000 console software upgrades

SERVICES COVERED:

Services will include labor to find any defective equipment for all equipment listed.
Labor and travel to return repaired equipment.
Loaner equipment if used, will be covered and no charge to customer
FCC License updates and labor to file with FCC. FCC file fees, if they apply are not covered
Programming if required to keep present system working
24hr service calls, labor and travel

SERVICES NOT COVERED:

Services not covered will be invoice at our normal rates
Repair cost for any equipment listed above
Any acts of god like lightning, floods, power surges...
Any faults caused by customers personal to equipment or wiring
Labor and travel for any equipment not listed above
Equipment on tower, coax lines antenna, or any labor associated with the tower
Leased circuits issues or faults
Any new enhancements/programming that could be associated as a new feature or sales opportunity.

TERM OF CONTRACT:

This contract will be in effect for the period signed below by both parties. During the contract period both parties have the right to give 30 day's written notice to terminate the contract.

CONTRACT PRICE:

Annual service contract price \$1800.00

Service Agreement is made this _____ day of _____ year of _____.

West Central Communications Inc.
David A Sisser

Watertown Police Department
Scott McMahon

Uniform Alcoholic Beverage License Application

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

<p>A. Owner Name and Address PRG Watertown LLC (Josh Holdinghausen) 703 Main St. STE 205 Rapid City, SD 57701 Owner's Telephone #: (605) 786 5554</p>	<p>B. Business Name and Address marco's Pizza 817 9th Ave SE Watertown, SD 57201 Business Telephone #: TBD</p>
<p>C. Indicate the class of license being applied for (submit separate application for each class of license). <input type="checkbox"/> Retail (on-sale) Liquor <input type="checkbox"/> Retail (on-sale) Liquor - Restaurant <input checked="" type="checkbox"/> Retail (on-off sale) Wine <input type="checkbox"/> Package (off-sale) Liquor <input type="checkbox"/> Retail (on-off sale) Malt Beverage <input type="checkbox"/> Retail (on-off sale) Malt Beverage & SD Farm Wine <input type="checkbox"/> Package (off sale) Malt Beverage <input type="checkbox"/> Package (off sale) Malt Beverage & SD Farm Wine <input type="checkbox"/> Other (please classify) <input type="checkbox"/> Transfer Fee \$150.00</p> <p>Number of other Package Liquor Licenses held: <u>0</u> Number of other On-sale Liquor Licenses held: <u>0</u> Is this License in active use? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>D. Legal description of licensed premise: LOTS 11,12,13,14 in Block 27 of Brock's subdivision of blocks 26,27,28 of Brocks addition Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Do you own <input checked="" type="checkbox"/> or lease <input type="checkbox"/> this property? (Check one) E. State Sales Tax Number: <u>1030-9723-ST</u> F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864. G. New license? <input checked="" type="checkbox"/> Transfer? (\$150) _____ Re-issuance? _____</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.

Signed this 07 day of July 2016 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 7th day of July 2016

Approving Officer's Telephone number 605 430 1132 Signature: Erin Zander

ERIN ELIZABETH ZANDER,
 Notary Public
 SEAL
 South Dakota

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on August 27th 2016. Public hearing on the application was held September 6, 2016, 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: 0

Amount of fee collected with application \$ 540.00
 Amount of fee retained \$ 540.00
 Forwarded with application \$ 0

<p style="text-align: center;">For Local Government Use</p> <p>(Seal) _____ Mayor or Chairman If disapproved, endorse reason thereon and return to applicant</p>	<p style="text-align: center;">Transferred (State Use)</p> <p>From: _____ Sales tax approval _____ Date _____ STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____</p>
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**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

If supplement unchanged from last year check this box and sign below.

State of South Dakota)

Affidavit

County of Codington)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC PRG Watertown LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 703 main St. Ste 205

Date of incorporation 04/25/2016 Rapid City, SD

Date of last report filed with Secretary of State 5/7/01

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? yes

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? no

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<u>Josh Holdinghausen</u>		<u>703 main St. Ste 205 Rapid City, SD 57701</u>	<u>owner</u>

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet

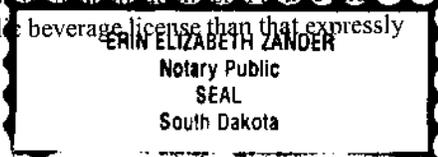
Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Stephanie Holdinghausen 703 main St. Ste 205
Rapid City, SD 57701

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.



Signature of Authorized Officer/Director/Partner

[Handwritten Signature]

Subscribed and sworn to before me this 7th of July, 2016 County, State of South Dakota.

My commission expires 01/05/2022

Erin Zander
(Notary Public)

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.

A. Owner Name and Address

PRG Watertown, LLC (Josh Holdinghausen)
703 main st. STE 209
Rapid City, SD 57701

Owner's Telephone #: (605) 786 5554

B. Business Name and Address

MARCO'S PIZZA
817 9th Ave SE, Watertown, SD 57201

License Number: _____

Business Telephone #: TBD

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Retail (on-off sale) Wine
- Package (off-sale) Liquor
- Retail (on-off sale) Malt Beverage
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package (off sale) Malt Beverage
- Package (off sale) Malt Beverage & SD Farm Wine
- Other (please classify) _____
- Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 0
Number of other On-sale Liquor Licenses held: 0
Is this License in active use? Yes No

D. Legal description of licensed premise:

Lots 11, 12, 13 + 14 in Block 27 of Brock's
subdivision of Block 26, 27 + 28 of
Brock's Addition

Have you ever been convicted of a felony? Yes No

Do you own or lease this property? (Check one)

E. State Sales Tax Number: 1030-9723-ST

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

G. New license? Transfer? (\$150) Re-issuance?

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 7/7/2016 Print Name Josh Holdinghausen 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 7th day of July 2016

Approving Officer's Telephone number 605 430 1132 Signature: Erin Zander

ERIN ELIZABETH ZANDER
Notary Public
SEAL
South Dakota

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on August 27th 2016. Public hearing on the application was held September 6, 2016, 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: 0

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 _____

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

If supplement unchanged from last year check this box and sign below.

State of South Dakota)
County of Codington)

Affidavit

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC PRG Watertown, LLC
 Address of office and principal place of business of corporation/partnership/LP/LLC ~~6009 South Dakota~~ 703 main Ste 205 Rapid City, SD 57701
 Date of incorporation 04/25/2016
 Date of last report filed with Secretary of State _____
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character? yes
 Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? no

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<u>Josh Holdinghausen</u>		<u>703 Main St Rapid City, SD 57701 Ste 205</u>	<u>owner</u>

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet

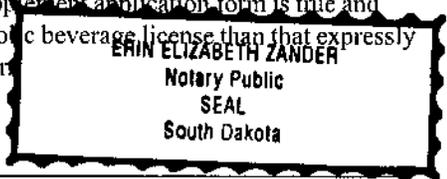
Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Stephanie Holdinghausen 703 Main St. Rapid City, SD Ste. 205 57701

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer



Signature of Authorized Officer/Director/Partner [Signature]
 Subscribed and sworn to before me this _____ of Pennington County, State of South Dakota.

My commission expires 01/05/2022
Erin Zander
 (Notary Public)

Item #4- Chamber Special License Application

Date Received _____

License No. 16-04 _____

Date Issued _____

Uniform Alcoholic Beverage License Application

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

<p>A. Owner Name and Address Watertown Area Chamber of Commerce 1 E Kemp Ave Watertown, SD 57201 Red's, Whites, Brews and Blues, Thursday, September 22nd, 2016 5:00 PM to 8:00 PM</p> <p>Owner's Telephone #: (605) 886-5814</p>	<p>B. Business Name and Address Watertown Area Chamber of Commerce 1 E Kemp Ave Watertown, SD 57201 Red's, Whites, Brews and Blues, Thursday, September 22nd, 2016 5:00 PM to 8:00 PM</p> <p>Business Telephone #: (605) 886-5814</p>
<p>C. Indicate the class of license being applied for (submit separate application for each class of license). <input type="checkbox"/> Retail (on-sale) Liquor <input type="checkbox"/> Retail (on-sale) Liquor - Restaurant <input checked="" type="checkbox"/> Retail (on-off sale) Wine <input type="checkbox"/> Package (off-sale) Liquor <input type="checkbox"/> Retail (on-off sale) Malt Beverage <input type="checkbox"/> Retail (on-off sale) Malt Beverage & SD Farm Wine <input checked="" type="checkbox"/> Package (off-sale) Malt Beverage <input type="checkbox"/> Package (off-sale) Malt Beverage & SD Farm Wine <input checked="" type="checkbox"/> Other (please classify) <input type="checkbox"/> Transfer Fee \$ 150.00</p> <p>Number of other Package Liquor Licenses held: 0</p> <p>Number of other On-sale Liquor Licenses held: 0</p> <p>Is this License in active use? [] Yes [] No</p>	<p>D. Legal description of licensed premise: Lots 18-20 & W141' Lots 21-22 & N18' E24' Lot 21 Blk 4 Original Plat</p> <p>Have you ever been convicted of a felony? [] Yes [X] No</p> <p>Do you own <input checked="" type="checkbox"/> or lease <input type="checkbox"/> this property? (Check one)</p> <p>E. State Sales Tax Number: <u>1014-2240-ST</u></p>
<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.</p> <p>Signed this _____ day of _____ Signature _____</p>	<p>F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.</p> <p>G. New license? <input checked="" type="checkbox"/> Transfer? (\$150) <input type="checkbox"/> Re-issuance? <input type="checkbox"/></p>

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? [X] Yes [] No County: Codington

This application was subscribed and sworn to before me this _____ day of _____

Approving Officer's Telephone number _____ 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 [X] No
 Are real property taxes paid to date? [X] Yes [] No
 Ineligible for video lottery [X]
 Number of video lottery terminals on licensed premise: _____

Amount of fee collected with application \$ _____
 Amount of fee retained \$ _____
 Forwarded with application \$ _____

<p>For Local Government Use</p> <p>(Seal) _____ Mayor or Chairman</p> <p>If disapproved, endorse reason thereon and return to applicant</p>	<p>Transferred (State Use)</p> <p>From: _____ Sales tax approval _____ Date _____</p> <p>STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____</p>
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Please complete reverse side

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

If supplement unchanged from last year check this box and sign below. X

State of South Dakota)
 §
County of Codington)

Affidavit

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC _____

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

Date of incorporation _____

Date of last report filed with Secretary of State _____

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? _____

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? _____

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc? _____

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner _____

Subscribed and sworn to before me this _____ of _____, 20____, _____ County, State of South Dakota

My commission expires _____

(Notary Public)

RESOLUTION 16-30

A RESOLUTION TO SUBMIT AN APPLICATION FOR A CDBG GRANT FOR THE CITY OF WATERTOWN

WHEREAS, the City of Watertown has identified the need to renovate the Boy's and Girl's Club facility, and

WHEREAS, the City of Watertown proposes to assist the Boy's and Girl's Club in the completion of the renovation of the Boy's and Girl's Club facility, and

WHEREAS, the City of Watertown is eligible for Federal assistance for the proposed project, and

WHEREAS, the City of Watertown has held the required public hearing on Tuesday, September 6, 2016, at 7:00 p.m., and

WHEREAS, with the submission of the CDBG application the City of Watertown assures and certifies that all CDBG program requirements will be fulfilled, and

THEREFORE, BE IT RESOLVED that the City of Watertown duly authorizes the Mayor of the City of Watertown to sign and submit the CDBG application requesting up to \$515,000 of funds.

This resolution is effective immediately upon passage.

Dated at Watertown, South Dakota, this 6th day of September 2016.

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

I hereby certify that Resolution 16-30 was published in the Watertown Public Opinion, the official newspaper of said City, on the ____ day of _____, 2016

Rochelle M. Ebbers, CPA

City of Watertown

Attest:

Steve Thorson
Mayor

Rochelle M. Ebbers, CPA
Finance Officer

RESOLUTION 16-31

A RESOLUTION TO DESIGNATE A CERTIFYING OFFICER FOR THE PURPOSE OF SIGNING REQUIRED CDBG GRANT DOCUMENTS FOR THE CITY OF WATERTOWN

WHEREAS, the City of Watertown expects to be the recipient of a Community Development Block Grant from the U.S. Department of Housing and Urban Development as administered by the State of South Dakota, and;

WHEREAS, the City of Watertown is required to designate a certifying officer for the purpose of signing required documents pertaining to this grant;

NOW THEREFORE, BE IT RESOLVED, that the Mayor of the City of Watertown be hereby designated as the City’s official for the purpose of signing CDBG grant agreements, contracts, correspondence, pay requests, and other required documents; and.

WHEREAS, the City of Watertown is required to designate an environmental certifying officer for the purpose of signing required environmental documents pertaining to this grant;

AND BE IT FURTHER RESOLVED, that the Mayor of the City of Watertown be hereby designated as the City’s environmental certifying officer for the purpose of signing environmental correspondence and other required documents and forms.

This resolution is effective immediately upon passage.

Dated at Watertown, South Dakota, this 6th day of September 2016.

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

I hereby certify that Resolution 16-31 was published in the Watertown Public Opinion, the official newspaper of said City, on the ____ day of _____, 2016

Rochelle M. Ebbers, CPA

City of Watertown

Attest:

Steve Thorson
Mayor

Rochelle M. Ebbers, CPA
Finance Officer

**AIRPORT PRIVATE HANGAR AREA
GROUND LEASE AGREEMENT**

This Lease Agreement made this 16th day of August 2016, by and between the Watertown Municipal Airport, Watertown, South Dakota, 57201, hereinafter "LESSOR" Tim Peterson hereinafter "LESSEE," and is subject to the following terms and conditions:

1. Leased Premises.

LESSOR hereby leases to LESSEE the following described property, to wit:

PRIVATE HANGAR SPACE CONSISTING OF APPROXIMATELY
6375 SQUARE FEET

with LESSEE's privately owned 75' x 80' hangar situated thereon, and located at that area identified on Exhibit A as "Block A Lot A" attached hereto and incorporated by reference.

2. Term.

This Lease shall be for a term of twenty-five (25) years from the date of its execution. LESSEE shall have the option to renew the Lease for one additional ten (10) year term upon similar terms, provided the parties successfully negotiate a new lease rate. LESSEE must provide written notice to LESSOR of his intent to renew not more than one-hundred eighty (180) days or less than sixty (60) days prior to the expiration of the original term.

3. Use of Premises by LESSEE.

A. LESSEE shall have the right to use the leased premises for the following primary activities: Maintenance, repair and storage of aircraft owned or operated by LESSEE; Aeronautical and Aviation related educational activities; and automobile parking only on designated areas. Additional storage of material and equipment may be permitted by the Airport Manager or Public Works Committee.

B. LESSEE has the right of ingress and egress to the leased premises on City owned or leased ground adjacent to the lease premises. LESSEE agrees to comply with any Federal Aviation Administration, State or Local security requirements pertaining to the Airport Operations Area in effect during the term of this Lease. LESSEE shall be responsible for employees, vendors, business invitees and/or contract personnel when they are on the leased premises.

C. LESSEE specifically agrees that access to the aeronautical area, for himself, his agents, guests or invitees shall be permitted only to individuals possessing and displaying an Access Gate Card issued by the Watertown Municipal Airport. LESSEE hereby acknowledges that at the time of executing this Lease, the cost of each Access Gate Card is Five Dollars (\$5.00), which sum shall be paid prior to any card being issued, or any access to the aeronautical area being taken. LESSEE agrees that any card lost or

damaged will be replaced at LESSEE's sole expense and LESSEE agrees to immediately notify the Airport Manager if any Access Gate Card is lost, stolen or damaged.

D. FUEL: LESSEE shall be allowed to supply fuel to his own planes from sources to be selected by him and deliver said fuel to his premises. Any fuel delivered to the premises or stored shall meet all applicable City, State, and Federal regulations and insurance shall be provided as hereinafter set forth. In addition, LESSEE agrees, during the first five (5) years of this Lease Agreement, to pay LESSOR a fuel flow fee of \$0.04 per gallon for each gallon of gasoline brought onto the leased premises. Such amount shall be itemized and paid yearly when ground rent is paid. LESSOR will review the fuel flow rate at the end of the five (5) year period.

4. Rent.

LESSEE shall pay as rental for said space to LESSOR the sum of \$0.15 (Fifteen cents) per square foot per annum for that leased space for a total annual rent payment of \$956.25. (Nine Hundred Fifty Six Dollars and Twenty Five Cents), which rate shall be fixed and certain. Lease term will expire in August 2046. In addition, LESSEE shall pay for all utilities provided to the leased premises in a timely manner.

At the expiration of the initial term of this Lease Agreement, the rent rate shall be established as provided in Paragraph 2, *supra*.

Rent will automatically increase by 2% (two percent) on October 1, 2017 and will be automatically increased by an additional 2% (two percent) amount, on that same date, each year thereafter.

Rent will be delinquent if not paid prior to the 10th day of January. Late or unpaid rents will bear a fee of 10% per month from the 1st day of each month. Payment of rent will be in legal tender and submitted to the Manager, Watertown Municipal Airport 2416 Boeing Avenue, Watertown SD 57201

5. Construction and Maintenance of Leased Premises.

A. Any construction, e.g., structural, pavement, signage, landscaping, etc., will comply with applicable construction and building codes. Written specifications for such construction must be submitted to the Airport Manager and receive written approval prior to construction. In addition, LESSEE shall, within six (6) months of substantial completion of hangar construction, be required to construct an asphalt apron over and upon the taxi lane located adjacent to the hangar constructed by LESSEE. LESSEE shall be required to maintain said apron in good repair and in a manner that ensures its fitness for its intended purpose. LESSOR agrees that it will perform all snow removal over the apron constructed by LESSEE provided the essential operational needs of the airport have first been met prior to providing such snow removal. LESSOR and LESSEE acknowledge that LESSEE shall not be charged any rent for that portion of airport property occupied by the apron he is required to construct and maintain; and that

LESSOR may cause the asphalt apron to be removed during the term of this Lease which may result in the construction of a replacement taxiway.

B. All exterior colors utilized on any structure located on the leased premises shall be subject to the prior written approval of the Airport Manager.

C. Any exterior signage shall comply with any applicable ordinances or codes and shall further be subject to the prior written approval of the Airport Manager.

D. LESSEE will submit any new construction plans to the Federal Aviation Administration for review and approval.

E. LESSEE shall at all times keep and maintain any hangar or structure on the leased premises, together with any incidental or other equipment or appliances installed or used by LESSEE, in a good, safe and serviceable condition of repair and shall maintain all of the same, and the premises in and about them occupied by LESSEE, in a safe, clean and neat condition. No outside storage shall be allowed on the leased premises. LESSEE may temporarily park aircraft directly in front of the hangar structure only upon the paved apron. Temporary parking of aircraft shall be less than twenty-four (24) hours in any forty-eight (48) hour period.

F. Trash and other wastes will be properly disposed of by the LESSEE, at LESSEE's sole expense, and the sanitary sewer shall not be used to dispose of toxic and hazardous materials or chemicals. LESSEE specifically agrees that he will promptly remove any trash, waste or other debris from the LESSOR's premises and will not permit the accumulation or storage of any waste or any other type of refuse to occur upon the leased premises.

G. Toxic and hazardous materials stored on the premises will be stored and disposed of according to applicable local, state and federal laws and regulations.

H. LESSEE shall be permitted to conduct self-fueling of aircraft described in ¶ 3, *supra*, in accordance with all applicable federal, state or local regulations.

6. Loss and Liability Over and Upon Leased Premises.

LESSEE shall keep and maintain an insurance policy in a minimum amount of coverage of One Million Dollars (\$1,000,000.00) single limit liability for any one accident or occurrence. The policy shall name LESSOR as an additional named insured.

A certificate covering conditions described shall be filed at the Watertown Municipal Airport within thirty (30) days from the date of this Agreement. Notice of certificate renewal is required prior to policy expiration, and a new certificate shall be filed within fifteen (15) days.

LESSEE shall, during the term hereof, or any part hereof, hold LESSOR harmless and indemnify it from any and all damages and demands that may result from negligence of

LESSEE, including specifically, but not limited to, personal injury and property damage claims arising out of or incidental to the use, maintenance or operation by LESSEE or his employees or agents, of any of the structures, appliances, equipment or operations referred to in this Agreement.

7. Remedies.

In the event of default on the part of the LESSEE in any of the obligations or covenants hereunder, LESSOR shall provide LESSEE with a written notice of the breach or default, whereupon LESSEE shall have thirty (30) days to cure the claimed breach or default. In the event of failure of LESSEE to cure any breach of default within thirty (30) days after written notice by LESSOR, then LESSOR may terminate the Lease and re-enter the premises. In that event, LESSEE agrees to give quiet and peaceful possession of the premises to LESSOR, or any of its agents, provided that the waiver by LESSOR of any default or breach on the part of the LESSEE shall not constitute a waiver of any other or subsequent default hereunder. The remedy stipulated in this paragraph shall be cumulative and in addition to any and all legal remedies that LESSOR may have for default and breach of this Lease Agreement.

8. Equal Employment and Affirmative Action.

LESSEE agrees that in the operation and use of the premises, the use of the airport and the conduct of LESSEE at the airport, LESSEE will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by law and hereby grants LESSOR the right to take such actions as the Government may direct to enforce such covenant.

9. Assignment and Subletting.

This agreement shall be binding upon the heirs, legal representatives and successors in interest of any of the parties hereto and shall be assignable by the LESSEE only upon first obtaining the written consent of LESSOR and the premises shall not be sublet except upon receiving prior written consent of LESSOR. It is further understood and agreed that the term "sublet" as contained herein, shall except the normal leasing of one or more hangar spaces for such periods of time as may be consistent with the terms of this lease. Assignment to a corporation of this lease, of which the named LESSEE has the majority of the stock or has effective control of the corporation, shall not be deemed to be an assignment within the meaning of this lease, it being the intention of the parties that the LESSEE shall retain, through individual or through a corporate organization, the active management of the premises leased. The LESSEE, without prior consent of LESSOR, may assign this lease to any department, bureau, corporation, administration, authority, or other instrumentality of the government of the United States or of the State of South Dakota or any South Dakota State or National Bank for the purpose of securing a loan from such government of the State of South Dakota or from the United States.

10. Miscellaneous.

A. This Agreement is non-exclusive, and LESSOR reserves the right to make any other or similar agreements with any person or persons, firms, or corporations, relative to other premises at the Watertown Municipal Airport.

B. The LESSEE shall not allow any mechanic's or materialmen's liens against the airport property of LESSOR.

C. Either party may terminate the Lease for cause by giving the other party sixty (60) days written notice. As used herein, "cause" shall be deemed to include the breach, failure, or refusal to comply with any material term, covenant or provision of this Lease Agreement

D. LESSOR has the right to enter and inspect the premises when deemed necessary. If the buildings fall into a state of disrepair or become unsightly, then upon thirty (30) days written notice, LESSOR has the right to make repairs. In the event any repair is caused by the act or omission of LESSEE, LESSOR shall be permitted to make any necessary repair and the cost shall be paid by LESSEE. The rights hereunder are to be cumulative and in addition to other remedies; and further, LESSOR shall have no obligation to make any repairs, except at its own option.

E. LESSOR reserves the right to the air space above the leased property and a fence and utility right of way within ten (10) feet of the outside boundary of the leased property (shown on Exhibit A). In the event the utilities located on the leased property require excavation or maintenance, LESSEE shall allow the LESSOR necessary and reasonable access for performance of such maintenance or excavation.

F. LESSEE agrees that this Lease is subordinate to any agreements with the United States Government necessary during time of national defense emergency.

G. LESSEE will abide by all City, State and Federal laws governing the use of said airport, including policies and regulations adopted and as amended from hereafter by LESSOR or Airport Board regarding LESSEE's operations on airport premises.

H. It is an express condition of this Lease that within two (2) years of its execution, LESSEE shall cause a hangar to be constructed on the leased premises in accordance with Paragraph 5, *supra*, and that any failure by LESSEE to commence or complete such construction within such two (2) year period shall constitute a breach of this Lease, and such breach shall terminate the lease. Upon such breach, LESSEE agrees to quit and surrender the premises without any right or recourse.

I. It is an express condition of this Lease that upon its termination for whatever cause, LESSEE shall, within 90 days of such termination, have the right to enter upon the leased premises for the limited and exclusive purpose of removing LESSEE's hangar and any other personal property of LESSEE and to restore LESSOR's property to the condition existing at the time this Lease Agreement was executed.

11. Choice of Law.

This Agreement is to be construed and governed under the laws of the State of South Dakota.

LESSEE:

Tim Peterson

CITY OF WATERTOWN:

Steve Thorson, Mayor

ATTEST:

Shelly Ebbers, CPA
Finance Officer
(SEAL)

State of South Dakota)
)SS:
County of Codington)

On this the 16th day of August, 2016, before me, the undersigned officer, personally appeared Steve Thorson and Shelly Ebbers, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Watertown, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Watertown City by themselves as Mayor and Finance Officer.

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

Notary Public

(SEAL)

My Commission Expires:

State of South Dakota)
)SS:
County of Codington)

On this the 16th day of August 2016, before me, the undersigned officer, personally appeared Tim Peterson, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

(SEAL)

My Commission Expires:



Request for City Council Action

TO: City Council
THROUGH: Shane Waterman, City Engineer
FROM: Brandi Hanten, Urban Planner
MEETING DATE: September 6, 2016
SUBJECT: Vacation of a Portion of 10th Ave S between Lot 1 Block 2, South Side Addition and Lot 7 Block 2, Poulson's Addition

Petitioners: Terra Jacobson & John Wiles

Background: Petitioners requests, to vacate a portion of Tenth Avenue South between Lot 1, Block 2 of South Side Addition, and Lot 7, Block 2 of Poulson's Addition. The reason the petitioner is requesting vacation is because the avenue will no longer be entire for through traffic.

Facts:

- This stretch of the avenue is approximately 165' long and 60' wide.
 - Adjacent land is all owned by Spies Corporation, Terra & William Jacobson, and John & Phyllis Wiles.
-

Action: City Council Action on Right-of-Way Vacation between Block 2 Poulson's and Block 2 South Side Addition

History: 07/29/16 Petition Received
08/18/16 Plan Commission Public Hearing
Future: 09/06/16 City Council Public Hearing and action
09/10/16 Published – *if Approved*
09/30/16 Effective

Prepared by:
Engineering Department
City of Watertown
23 Second Street NE
P.O. Box 910
Watertown, SD 57201
(605) 882-6201

RESOLUTION 16-29

A Resolution Vacating a Public Right of Way Between Lot 1 Block 2, South Side Addition and Lot 7 Block 2, Poulson's Addition.

WHEREAS, Petition for Vacation of Public Right of Way, has been presented to the City Council of the City of Watertown, South Dakota. Said Right of Way petitioned for vacation is described as:

Tenth Avenue South between Lot 1, Block 2 of South Side Addition, and Lot 7, Block 2 of Poulson's Addition

WHEREAS, Terra Jacobsen, John Wiles, and Spies Corporation, owners of all real property abutting the described Public Right of Way, have signed the Petition for Vacation of Public Right of Way indicating that they have reviewed the Petition and consent to the vacation of Public Right of Way described in the Petition;

WHEREAS, the City Plan Commission of the City of Watertown, South Dakota, has by Resolution 2016-26 approved of said vacation, recommending to the City Council approval thereof;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Watertown, South Dakota, that the Public Right of Way described in the Petition be, and is hereby, declared vacated, as recommended by the City Plan Commission.

AND BE IT FURTHER RESOLVED that this Resolution shall be published, and upon taking effect, the Finance Officer is authorized to note the vacation on the City records and record this Resolution with the office of the Register of Deeds of Codington County.

Dated at Watertown, South Dakota, this ____ day of _____, 2016.

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

I hereby certify that Resolution 16-29 was published in the Watertown Public Opinion, the official newspaper of said City, on the ____ day of _____, 2016

Rochelle M. Ebbers, CPA

City of Watertown

Attest:

Rochelle M. Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

Vacation of Portion of Avenue

10th Ave S, between Lot 1, Block 2 South Side Addition and Lot 7, Block 2 Poulson's Addition

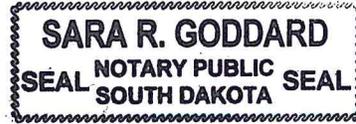


On this the 28th day of July, 2016, before me, the undersigned officer, personally appeared the petitioners known to me or satisfactorily proven to be the person whose name is subscribed to within this instrument and acknowledged that they executed the same for the purposes therein contained.

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

Sara R. Goddard
Notary Public

(SEAL)



My Commission Expires: 11/9/18

By

[Signature]

Terra Jacobson

On this the 28th day of July, 2016, before me, the undersigned officer, personally appeared the petitioners known to me or satisfactorily proven to be the person whose name is subscribed to within this instrument and acknowledged that they executed the same for the purposes therein contained.

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

Shelly Kurkosky
Notary Public

(SEAL)

My Commission Expires: 09-03-21

By

Spies Corporation
By James C Spies

On this the 28th day of July, 2016, before me, the undersigned officer, personally appeared the petitioners known to me or satisfactorily proven to be the person whose name is subscribed to within this instrument and acknowledged that they executed the same for the purposes therein contained.

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

Shelly Kurkosky
Notary Public

(SEAL)

My Commission Expires: 09-03-21

By

[Signature]



Request for City Council Action

TO: City Council
THROUGH: Shane Waterman, City Engineer
FROM: Brandi Hanten, Urban Planner
MEETING DATE: August 15, 2016
SUBJECT: Vacation of a Portion of 10th Ave S between Lot 8 Block 2, Poulson's Addition and Lot 20 Block 2, South Side Addition

Petitioner: Spies Corporation, owner of all adjacent land

Background: Petitioner requests, to vacate a portion of Tenth Avenue South between Lot 8 Block 2, Poulson's Addition and Lot 20 Block 2, South Side Addition. The reason the petitioner is requesting vacation is to allow for construction of storage building.

Facts:

- This stretch of the avenue is approximately 165' long and 60' wide.
- Adjacent land is all owned by petitioner, Spies Corporation
- Utility easement will have to be maintained throughout the entirety
- Cable, water & gas mains run throughout Right-of-Way

Recommendation: The Plan Commission recommended approving the vacation request.

Action: City Council Action on Right-of-Way Vacation between Block 2 Poulson's and Block 2 South Side Addition

History: 07/12/16 Petition Received
08/04/16 Plan Commission Public Hearing
Future: 08/15/16 City Council Public Hearing and action
08/20/16 Published – *if Approved*
09/09/16 Effective

Prepared by:
Engineering Department
City of Watertown
23 Second Street NE
P.O. Box 910
Watertown, SD 57201
(605) 882-6201

RESOLUTION 16-26

A Resolution Vacating a Public Right of Way Between Lot 8 Block 2, Poulson's Addition and Lot 20 Block 2, South Side Addition.

WHEREAS, Petition for Vacation of Public Right of Way, has been presented to the City Council of the City of Watertown, South Dakota. Said Right of Way petitioned for vacation is described as:

Portion of Tenth Avenue South between Lot 8 Block 2, Poulson's Addition and Lot 20 Block 2, South Side Addition.

WHEREAS, Spies Corporation, owners of all real property abutting the described Public Right of Way, have signed the Petition for Vacation of Public Right of Way indicating that they have reviewed the Petition and consent to the vacation of Public Right of Way described in the Petition;

WHEREAS, the City Plan Commission of the City of Watertown, South Dakota, has by Resolution 2016-25 approved of said vacation, recommending to the City Council approval thereof;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Watertown, South Dakota, that the Public Right of Way described in the Petition be, and is hereby, declared vacated, as recommended by the City Plan Commission.

AND BE IT FURTHER RESOLVED that this Resolution shall be published, and upon taking effect, the Finance Officer is authorized to note the vacation on the City records and record this Resolution with the office of the Register of Deeds of Codington County.

Dated at Watertown, South Dakota, this ____ day of _____, 2016.

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

I hereby certify that Resolution 16-26 was published in the Watertown Public Opinion, the official newspaper of said City, on the ____ day of _____, 2016

Rochelle M. Ebbers, CPA

City of Watertown

Attest:

Rochelle M. Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

Vacation of a Portion of
10th Ave S between Lot 8, Block 2 Poulson's Addition,
and Lot 20, Block 2 South Side Addition



Prepared by:
Marty Mack
Mack Land Surveying, LLC
322 30th St NW
Watertown, SD, 57201
605-878-2007

**PETITION FOR VACATION OF 10TH AVENUE SOUTH, ADJACENT TO BLOCK 2,
POULSON'S ADDITION AND BLOCK 2 SOUTH SIDE ADDITION.**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
WATERTOWN, CODINGTON COUNTY, SOUTH DAKOTA:

The undersigned, being the owner(s) of all the real property abutting both sides of a public right-of-way hereinafter described, hereby petitions the City Council of Watertown, South Dakota, to vacate said public right-of-way pursuant to the statutes in such cases made and provided, particularly SDCL 9-45-7, et seq., and said Petitioner respectfully shows and represents the following:

1. The public right-of-way sought to be vacated is described as follows:
2. Tenth Avenue South between Lot 8, Block 2 of Poulson's Addition, and Lot 20, Block 2 of South Side Addition. The public right-of-way proposed to be vacated is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

WHEREFORE, Petitioner respectfully requests that the governing body of the City of Watertown, South Dakota, order this Petition filed with the City Finance office and direct that notice of the time and place when the Petition will be considered be given by publication once each week for two successive weeks, with the final publication being a minimum of 10 days prior to the public hearing; and, that upon said hearing the governing body adopt a resolution vacating said public right-of-way, all according to the law in such cases being provided, and particularly under SDCL 9-45-7, et seq.

Dated at Watertown, South Dakota, this 29th day of June, 2016.

State of South Dakota)

)SS:

County of Codington)

On this the 29th day of June, 2016, before me, the undersigned officer, personally appeared JAMES C SPIES Representative of Spies Corporation known to me or satisfactorily proven to be the person whose name is subscribed to within this instrument and acknowledged that they executed the same for the purposes therein contained.

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

David W Neale
Notary Public

(SEAL)

My Commission Expires:

David W. Neale, Notary Public
Codington County, South Dakota
My commission expires February 17, 2018

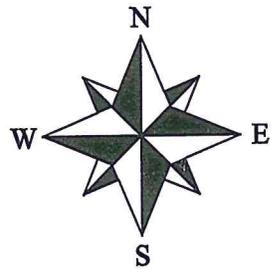


James C Spies PRESIDENT

By: Representative of Spies Corporation, owner of Lot 8, Block 2 of Poulson's Addition and Lot 20, Block 2 of South Side Addition.

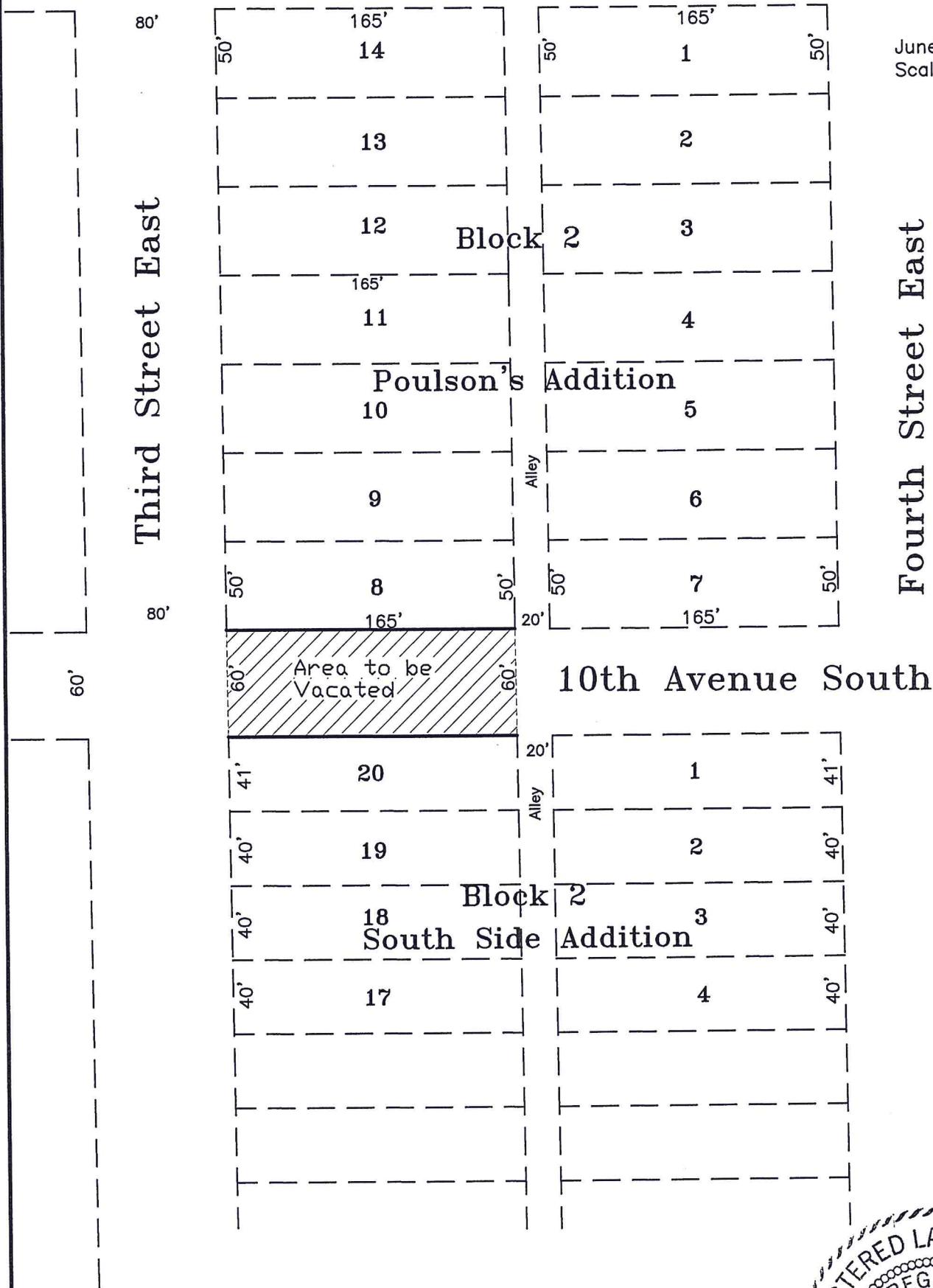
Exhibit "A"

Area of 10th Avenue South to be vacated between Lot 8, Block 2 Poulson's Addition, and Lot 20, Block 2 South Side Addition.



June 2016
Scale: 1"=80'

Highway 212



MACK
Land Surveying LLC

Marty Mack
Registered Land Surveyor
Certified Professional Surveyor

Cell: (605) 880-3108 • Phone: (605) 878-2007
322 30th St. NW • Watertown, SD 57201
mackls@midco.net



Marty W. Mack
Registered Land Surveyor

**ORDINANCE 16-18
2017 APPROPRIATION ORDINANCE**

SECTION I BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERTOWN, CODINGTON COUNTY, SOUTH DAKOTA, that the following amounts be appropriated to meet the obligations of the Municipality:

General Fund	Special Revenue Funds						
	Parks & Recreation Fund	Special 1% (BBB) Sales Tax Fund	Community Recreation Center Fund	Casualty Reserve Fund	Capital Improvement Fund	Emergency 9-1-1 Fund	Library Fines Fund
410 GENERAL GOVERNMENT							
411 Legislative							
411.10 Mayor & City Council	330,470						
411.50 Contingency	300,000						
TOTAL LEGISLATIVE	630,470						
415 Financial Administration							
415.20 Attorney	148,410						
415.30 Finance Office	723,800						
TOTAL FINANCIAL ADMINISTRATION	872,210						
419 Other							
419.15 Contributions to External Org	186,500						
419.33 Information Technology	250,500						
419.41 Government Buildings/City Hall	75,450						
419.60 Engineering	627,040						
456.00 Subsidy - Boys & Girls Club		204,450					
TOTAL OTHER	1,139,490	204,450					
TOTAL GENERAL GOVERNMENT	2,642,170	204,450					
420 PUBLIC SAFETY							
420.84 Public Safety Facilities & Capital Equip.					899,500		
421.00 Police	3,635,020						
421.51 Emergency 9-1-1 Dispatch						933,750	
422.20 Fire Fighting & Prevention	1,090,970						
422.91 Ambulance Service	2,565,500						
TOTAL PUBLIC SAFETY	7,291,490				899,500	933,750	
430 PUBLIC WORKS							
431.20 Highways, Streets and Roadways	1,825,400						
431.25 Snow Removal	737,250						
431.60 Street Lighting	515,600						
431.80 Street System Improvements					2,325,000		
432.54 Storm Sewer/Flood Control Op & Planning	63,675						
432.80 Storm Sewer/Flood Control Improvement					300,000		
437.00 Cemetery	199,400						
TOTAL PUBLIC WORKS	3,341,325				2,625,000		
440 HEALTH AND WELFARE							
441.43 Animal Control	114,760						
TOTAL HEALTH AND WELFARE	114,760						
450 CULTURE AND RECREATION							
451.00 Park & Recreation Department		3,842,975					
451.22 Community Recreation Center			1,192,100				
451.82 Rec & Cultural Facility Impr					450,300		
452.40 Forestry	246,050						
455.00 Library	958,325						46,175
TOTAL CULTURE AND RECREATION	1,204,375	3,842,975	1,192,100		450,300		46,175
460 CONSERVATION AND DEVELOPMENT							
462.10 Sioux River Watershed Project							
463.20 Urban Renewal District							
465.12 Building Services-	318,200						
465.83 Industrial Park/Infrastructure					73,900		
490.10 Convention & Visitors Bureau/Event Ctr.							
490.11 Watertown Promotions							
TOTAL CONSERVATION AND DEVELOPMENT	318,200				73,900		

**ORDINANCE 16-18
2017 APPROPRIATION ORDINANCE
(continued)**

	Special Revenue Funds						Debt Service Fund - 2002 G. O. Bonds	Capital Project Fund - 2014 Bonds	Total Governmental Funds
	Urban Renewal Fund	Sioux River Project Fund	Tax Increment District #1 Fund	Tax Increment District #2 Fund	Tax Increment District #3 Fund	Tax Increment District #5 Fund			
410 GENERAL GOVERNMENT									
411 Legislative									
411.10 Mayor & City Council									330,470
411.50 Contingency									300,000
TOTAL LEGISLATIVE									630,470
415 Financial Administration									
415.20 Attorney									148,410
415.30 Finance Office									723,800
TOTAL FINANCIAL ADMINISTRATION									872,210
419 Other									
419.15 Contributions to External Org									186,500
419.33 Information Technology									250,500
419.41 Government Buildings/City Hall									75,450
419.60 Engineering									627,040
456.00 Subsidy - Boys & Girls Club									204,450
TOTAL OTHER									1,343,940
TOTAL GENERAL GOVERNMENT									2,846,620
420 PUBLIC SAFETY									
420.84 Public Safety/City Admin Bldg/City Hall									899,500
421.00 Police									3,635,020
421.51 Emergency 9-1-1 Dispatch									933,750
422.20 Fire Fighting & Prevention									1,090,970
422.91 Ambulance Service									2,565,500
TOTAL PUBLIC SAFETY									9,124,740
430 PUBLIC WORKS									
431.20 Highways, Streets and Roadways									1,825,400
431.25 Snow Removal									737,250
431.60 Street Lighting									515,600
431.80 Street System Improvements									2,325,000
432.54 Storm Sewer/Flood Control Op & Planning									63,675
432.80 Storm Sewer/Flood Control Improvement									300,000
437.00 Cemetery									199,400
TOTAL PUBLIC WORKS									5,966,325
440 HEALTH AND WELFARE									
441.43 Animal Control									114,760
TOTAL HEALTH AND WELFARE									114,760
450 CULTURE AND RECREATION									
451.00 Park & Recreation Department									3,842,975
451.22 Community Recreation Center									1,192,100
451.82 Rec & Cultural Facility Impr									450,300
452.40 Forestry									246,050
455.00 Library									1,004,500
TOTAL CULTURE AND RECREATION									6,735,925
460 CONSERVATION AND DEVELOPMENT									
462.10 Sioux River Watershed Project		279,475							279,475
463.20 Urban Renewal District	29,385								29,385
465.12 Building Services									318,200
465.83 Industrial Park/Infrastructure									73,900
490.10 Convention & Visitors Bureau									178,700
490.11 Watertown Promotions									367,700
TOTAL CONSERVATION AND DEVELOPMENT	29,385	279,475							1,247,360

ORDINANCE 16-18
2017 APPROPRIATION ORDINANCE
 (continued)

General Fund	Special Revenue Funds						
	Parks & Recreation Fund	Special 1% Sales Tax Fund	Community Recreation Center Fund	Casualty Reserve Fund	Capital Improvement Fund	Emergency 9-1-1 Fund	Library Fines Fund
470 DEBT SERVICE							
470.00 Debt Service Payments					3,143,500		
TOTAL DEBT SERVICE					3,143,500		
480 CONTRIBUTIONS TO OTHER GOV							
480.00 Other Expenditures							
TOTAL CONTRIBUTIONS TO OTHER GOVTS							
490 OPERATING TRANSFERS OUT							
49311 To Park and Recreation Fund	1,700,000				250,000		
49312 To Airport Enterprise Fund	300,000				405,000		
49313 To Upper Big Sioux River Project Fund	50,000						
49320 To E-911 Fund	100,000				250,000		
49322 To Event Center	50,000						
TOTAL OPERATING TRANSFERS OUT	2,200,000	50,000			905,000		
495 UNINSURED CASUALTY							
495.00 Uninsured Casualty				15,000			
TOTAL UNINSURED CASUALTY				15,000			
TOTAL 2017 APPROPRIATIONS	17,112,320	3,842,975	800,850	1,192,100	15,000	8,097,200	933,750
CAPITAL OUTLAY ACCUMULATIONS at 12-31-16	1,311,835	141,912				7,405,046	
Total 2017 Appropriations & Capital Outlay Accumulations	18,424,155	3,984,887	800,850	1,192,100	15,000	15,502,246	933,750

**ORDINANCE 16-18
2017 APPROPRIATION ORDINANCE
(continued)**

	Special Revenue Funds						Debt Service Fund - 2002 G. O. Bonds	Capital Project Fund - 2014 Bonds	Total Governmental Funds
	Urban Renewal Fund	Sioux River Project Fund	Tax Increment District #1 Fund	Tax Increment District #2 Fund	Tax Increment District #3 Fund	Tax Increment District #5 Fund			
470 DEBT SERVICE									
470.00 Debt Service Payments			112,100	90,300	1,240	190,500	44,000	480,500	4,062,140
TOTAL DEBT SERVICE			112,100	90,300	1,240	190,500	44,000	480,500	4,062,140
480 CONTRIBUTIONS TO OTHER GOV									
480.00 Other Expenditures									
TOTAL CONTRIBUTIONS TO OTHER GOVTS									
490 OPERATING TRANSFERS OUT									
49311 To Park and Recreation Fund									2,000,000
49312 To Airport Enterprise Fund									705,000
49313 To Upper Big Sioux River Project Fund									50,000
49320 To E-911 Fund									350,000
49322 To Event Center									50,000
TOTAL OPERATING TRANSFERS OUT									3,155,000
495 UNINSURED CASUALTY									
495.00 Uninsured Casualty									15,000
TOTAL UNINSURED CASUALTY									15,000
TOTAL 2017 APPROPRIATIONS	29,385	279,475	112,100	90,300	1,240	190,500	44,000	480,500	33,267,870
CAPITAL OUTLAY ACCUMULATIONS at 12-31-16									8,858,793
Total 2017 Appropriations & Capital Outlay Accumulations	29,385	279,475	112,100	90,300	1,240	190,500	44,000	480,500	42,126,663

**ORDINANCE 16-18
2017 APPROPRIATION ORDINANCE
(continued)**

SECTION II The following designates the application of funds derived from the sources indicated:

	Special Revenue Funds							
	General Fund	Parks & Recreation Fund	Special 1% Sales Tax Fund	Community Recreation Center Fund	Casualty Reserve Fund	Capital Improvement Fund	Emergency 9-1-1 Fund	Library Fines Fund
FUNDS AVAILABLE: Estimated Fund Balance Available on 12/31/16	8,427,084	795,434	316,947	54,793	31,375	10,891,063	48,492	265,385
ANTICIPATED REVENUES:								
310 Taxes	10,621,800		750,000			6,905,000		
320 Licenses and Permits	238,500							
330 Intergovernmental Revenues	1,076,550					1,201,350		
340 Charges for Goods and Services	1,087,100	1,452,875		1,351,800			667,000	
350 Fines and Forfeitures	41,000							18,500
360 Miscellaneous Revenues	282,105	267,100	1,200	19,800	150	510,000		23,500
380 Enterprise Operating Revenues	130,900							
390 Other Sources								
Subtotal - Anticipated Revenues	13,477,955	1,719,975	751,200	1,371,600	150	8,616,350	667,000	42,000
Operating Transfers In:								
From General Fund		1,700,000	50,000				50,000	
From Special Sales Tax (BBB) Fund		50,000						
From Capital Improvement Fund		250,000					300,000	
From Sewer Fund	288,750							
From Solid Waste Fund	216,000							
From Municipal Utilities Fund	1,222,370							
Subtotal - Operating Transfers In	1,727,120	2,000,000	50,000				350,000	
TOTAL SOURCES OF FUNDS	23,632,159	4,515,409	1,118,147	1,426,393	31,525	19,507,413	1,065,492	307,385
Less Unappropriated Fund Bal - Dec 31, 2017	(5,208,004)	(530,522)	(317,297)	(234,293)	(16,525)	(4,005,167)	(131,742)	(261,210)
TOTAL MEANS OF FINANCE	18,424,155	3,984,887	800,850	1,192,100	15,000	15,502,246	933,750	46,175

ORDINANCE 16-18
2017 APPROPRIATION ORDINANCE
 (continued)

	Special Revenue Funds						Debt Service Fund - 2002 G. O. Bonds	Capital Project Fund - 2014 Bonds	Total Governmental Funds	
	Urban Renewal Fund	Sioux River Project Fund	Tax Increment District #1 Fund	Tax Increment District #2 Fund	Tax Increment District #3 Fund	Tax Increment District #5 Fund				Tax Increment District #6 Fund
FUNDS AVAILABLE: Estimated Fund Balance Available on 12/31/16	162,257	28,226	(1,624,487)	(1,274,942)	(34,582)	(2,679,298)	(638,275)	357,176	2,778,403	17,905,051
ANTICIPATED REVENUES:										
310 Taxes			250,000	63,000	70,000	25,000	110,000	503,000		19,297,800
320 Licenses and Permits										238,500
330 Intergovernmental Revenues		100,000								2,377,900
340 Charges for Goods and Services										4,558,775
350 Fines and Forfeitures										59,500
360 Miscellaneous Revenues	4,100	54,100	125	50	20	30	50	1,500	275,000	1,438,830
380 Enterprise Operating Revenues										130,900
390 Other Sources										
Subtotal - Anticipated Revenues	4,100	154,100	250,125	63,050	70,020	25,030	110,050	504,500	275,000	28,102,205
Operating Transfers In:										
From General Fund		50,000								1,850,000
From Special Sales Tax (BBB) Fund										50,000
From Capital Improvement Fund										550,000
From Sewer Fund										288,750
From Solid Waste Fund										216,000
From Municipal Utilities Fund		50,000								1,272,370
Subtotal - Operating Transfers In		100,000								4,227,120
TOTAL SOURCES OF FUNDS	166,357	282,326	(1,374,362)	(1,211,892)	35,438	(2,654,268)	(528,225)	861,676	3,053,403	50,234,376
Less Unappropriated Fund Bal - Dec 31, 2017	(136,972)	(2,851)	1,486,462	1,302,192	(34,198)	2,844,768	572,225	(381,176)	(3,053,403)	(8,107,713)
TOTAL MEANS OF FINANCE	29,385	279,475	112,100	90,300	1,240	190,500	44,000	480,500		42,126,663

SECTION III

Out of the money received from the operation of the Municipal Utility Department, \$1,222,370 is hereby appropriated and shall be transferred to the General Fund.

SECTION IV

The Finance Officer is hereby directed to certify the following amount of property tax levy made in this Ordinance to the County Auditor of Codington County, South Dakota, in the manner provided for by law.

General Fund	\$ 3,338,800
Debt Service Fund (G.O. Bonds)	\$ 503,000

SECTION V

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

PLACED UPON ITS FIRST READING: September 6, 2016
 PLACED UPON ITS SECOND READING: September 19, 2016
 APPROVED AND ADOPTED: September 19, 2016

ATTEST:

 Steve Thorson
 Mayor

 Rochelle M. Ebberts, CPA
 Finance Officer

Request for City Council Action

TO: City Council
THROUGH: Shane Waterman, City Engineer
FROM: Brandi Hanten, Urban Planner
MEETING DATE: September 6, 2016 and September 19, 2016
SUBJECT: Commercial Building Heights – Ordinance Revision

Background: After multiple variances had been given for an increased maximum mean height in the commercial district zoning, City Staff agreed it was time to increase the commercial building height in ordinance. Proposing to increase the maximum mean height of all commercially zoned districts, this will allow for taller buildings to be constructed.

21.1003: NON-RESIDENTIAL HEIGHT AND PLACEMENT REGULATIONS

	Minimum Density (SF/d.u.) ^a	Minimum Lot Area (SF)	Minimum Required Lot Width	Minimum Required Front Yard	Minimum Required Side Yard	Minimum Required Rear Yard	Maximum Mean Height ^b
A-1 Districts	35 Acres	NA	400'	30'	25'	40'	35'
C-1 Districts	NA	10,000	NA	NA	0' or 30' (adj to R)	NA	50' 60'
C-2 Districts	NA	10,000	100'	40'	30'	30'	30' 60'
C-3 Districts	NA	20,000	100'	40'	20'	30'	30' 60'
I-1 Districts	NA	30,000	100'	40'	20'	30'	40'
I-2 Districts	NA	220,000	300'	75'	50'	50'	50'
BP Districts	20 Acres	3 Acres	NA	50'	20'	20'	55'

Action: Plan Commission decision on Resolution 2016-28 (Ordinance)

History: 10/20/14 City Council directed staff and Plan Commission to review the ordinances governing portable signage.

Future: 08/18/16 Plan Commission Public Hearing

09/06/16 City Council First Reading
09/19/16 City Council Second Reading and Public Hearing
09/24/16 Published – *if Approved*
10/14/16 Effective

ORDINANCE 16-14

AN ORDINANCE AMENDING CHAPTER 21.10 OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN

BE IT ORDAINED by the City of Watertown that Section 21.1003 of the Revised Ordinances of the City of Watertown be amended as follows:

Chapter 21.10 SUMMARY OF DISTRICT REGULATIONS

21.1003: NON-RESIDENTIAL HEIGHT AND PLACEMENT REGULATIONS

1. General Requirements. Except as otherwise specifically provided in this ordinance, no development, use or structure shall exceed the limits specified below.

	Minimum Density (SF/d.u.) ^a	Minimum Lot Area (SF)	Minimum Required Lot Width	Minimum Required Front Yard	Minimum Required Side Yard	Minimum Required Rear Yard	Maximum Mean Height ^b
A-1 Districts	35 Acres	NA	400'	30'	25'	40'	35'
C-1 Districts	NA	10,000	NA	NA	0' or 30' (adj to R)	NA	50' 60'
C-2 Districts	NA	10,000	100'	40'	30'	30'	30' 60'
C-3 Districts	NA	20,000	100'	40'	20'	30'	30' 60'
I-1 Districts	NA	30,000	100'	40'	20'	30'	40'
I-2 Districts	NA	220,000	300'	75'	50'	50'	50'
BP Districts	20 Acres	3 Acres	NA	50'	20'	20'	55'

a d.u. - dwelling unit

b Except where in conflict with aviation restrictions, the following structures or parts thereof are exempt from the height limitations set forth in the zoning districts: barn, silo, chimney, smokestack, spire, flagpole, ventilator, derrick, conveyor, cooling tower, and necessary mechanical appurtenances to the permitted or conditional uses of the districts in which they are located, provided that they are not used for human occupancy. (Ord 06-31; Rev 01-25-07)

2. Non-Residential Supplemental Provisions

- a. Corner lots shall have two (2) required front yards, zero (0) required rear yard, and two (2) required side yards.
- b. For parcels that have more than two required front yards, the remaining required yards shall be side yards.
- c. The front setback as required above may be modified, at the discretion of the Building Official, where the frontage on the same side of the street is improved with buildings that have observed a lesser depth of front yard than required above. No building or portion thereof shall project beyond a straight line drawn between the point closest to the lake or street line of the building upon either side of the

proposed structure within the same block; or, if there are buildings upon only one side, the proposed structure shall observe not less than the same front yard depth as the closest building on that side.

- d. Where a zero lot line development is being proposed in a new subdivision the minimum lot width may be reduced to sixty (60) feet. (E-545-1).
- e. Decks shall observe the same setbacks as primary structures, see Table 21.1003.

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 hereby certify that Ordinance 16-14 was published in the Watertown Public Opinion, the official newspaper of said City, on the ___ day of, _____ 2016.

Rochelle M. Ebbers, CPA

First Reading: September 6, 2016
Second Reading: September 19, 2016
Published: September 24, 2016
Effective: October 14, 2016

City of Watertown

Attest:

Rochelle M. Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

**REPORT AND RECOMMENDATION OF THE
CITY PLAN COMMISSION**

TO THE CITY COUNCIL OF THE CITY OF WATERTOWN, SOUTH DAKOTA:

The undersigned hereby certifies that the following is a true, correct and complete copy of a Resolution introduced, fully discussed, and approved and adopted during the duly called meeting of the City Plan Commission held on the 7th day of January, 2016:

RESOLUTION 2016-28

**A RESOLUTION AMENDING SECTION 21.5402 OF THE REVISED ORDINANCES OF
THE CITY OF WATERTOWN**

BE IT RESOLVED by the Plan Commission of the City of Watertown, South Dakota, that a new Section 21.1003 of the Revised Ordinances of the City of Watertown be modified as followed:

**Chapter 21.10
SUMMARY OF DISTRICT REGULATIONS**

21.1003: NON-RESIDENTIAL HEIGHT AND PLACEMENT REGULATIONS

1. General Requirements. Except as otherwise specifically provided in this ordinance, no development, use or structure shall exceed the limits specified below.

	Minimum Density (SF/d.u.) ^a	Minimum Lot Area (SF)	Minimum Required Lot Width	Minimum Required Front Yard	Minimum Required Side Yard	Minimum Required Rear Yard	Maximum Mean Height ^b
A-1 Districts	35 Acres	NA	400'	30'	25'	40'	35'
C-1 Districts	NA	10,000	NA	NA	0' or 30' (adj to R)	NA	60'
C-2 Districts	NA	10,000	100'	40'	30'	30'	60'
C-3 Districts	NA	20,000	100'	40'	20'	30'	60'
I-1 Districts	NA	30,000	100'	40'	20'	30'	40'
I-2 Districts	NA	220,000	300'	75'	50'	50'	50'
BP Districts	20 Acres	3 Acres	NA	50'	20'	20'	55'

a d.u. - dwelling unit

b Except where in conflict with aviation restrictions, the following structures or parts thereof are exempt from the height limitations set forth in the zoning districts: barn, silo, chimney, smokestack, spire, flagpole, ventilator, derrick, conveyor, cooling tower, and necessary mechanical appurtenances to the permitted or conditional uses of the districts in which they are located, provided that they are not used for human occupancy. (Ord 06-31; Rev 01-25-07)

2. Non-Residential Supplemental Provisions

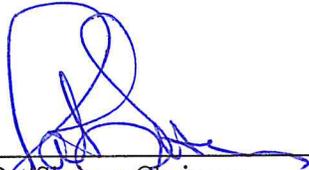
- a. Corner lots shall have two (2) required front yards, zero (0) required rear yard, and two (2) required side yards.
- b. For parcels that have more than two required front yards, the remaining required yards shall be side yards.
- c. The front setback as required above may be modified, at the discretion of the Building Official, where the frontage on the same side of the street is improved with buildings that have observed a lesser depth of front yard than required above. No building or portion thereof shall project beyond a straight line drawn between the point

closest to the lake or street line of the building upon either side of the proposed structure within the same block; or, if there are buildings upon only one side, the proposed structure shall observe not less than the same front yard depth as the closest building on that side.

- d. Where a zero lot line development is being proposed in a new subdivision the minimum lot width may be reduced to sixty (60) feet. (E-545-1).
- e. Decks shall observe the same setbacks as primary structures, see Table 21.1003.

I hereby certify that the above Resolution 2016-28 was duly adopted by the City Plan Commission of the City of Watertown.

Dated this 18th day of August, 2016



Pat Shriver, Chairman
Watertown City Plan Commission

ORDINANCE 16-16

AN ORDINANCE REPEALING SECTION 2.0113 OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN REGARDING RESTRICTIONS ON ISSUANCE OF MALT BEVERAGE PACKAGE DEALERS' LICENSES.

BE IT ORDAINED by the City of Watertown, South Dakota that Section 2.0113 of the Revised Ordinances of the City of Watertown restricting issuance of malt beverage package dealers' licenses be amended as follows:

2.0113: ~~RESTRICTIONS ON ISSUANCE OF MALT BEVERAGE RETAILER'S LICENSES—PACKAGE DEALERS AND ON-SALE DEALERS~~

REPEALED (Ord. 16-16; Rev. 9-19-16)

~~No malt beverage retailer's license as defined by §35-4-2(17) shall be issued to any establishment which derives less than seventy five percent (75%) of its gross business income, excluding video lottery income, from the sale of beverages, room rentals and/or food which is prepared and consumed on the premises. Bona fide chartered veterans organizations; religious, charitable, educational or fraternal organizations; local, civic or service clubs; political parties; volunteer fire departments; and political committees on behalf of a candidate for political office, which exist under the laws of the State of South Dakota, are excluded from the requirements of this paragraph; however, any organization that receives a malt beverage retailer's license as defined by §35-4-2(17) must, with its annual application, provide the Finance Office a list of charitable contributions or other uses of its income. Any applicant for a malt beverage retailers license as defined by §35-4-2(17) shall include with the application to the City Finance Office a sworn statement which states that said applicant complies with this provision. Upon request by the Finance Officer any applicant shall be required to provide reasonable business records to substantiate compliance with this section. (E-635-1)~~

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 16-16 was published in the Watertown Public Opinion, the official newspaper of said City, on this ____ day of September, 2016.

Rochelle M. Ebbers, CPA

First Reading: September 6, 2016
Second Reading:
Published:

Effective:

City of Watertown

Attest:

Rochelle M. Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

ORDINANCE 16-17

AN ORDINANCE ADDING A NEW SECTION TO CHAPTER 2.01 OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN REGARDING THE ISSUANCE OF SPECIAL ALCOHOLIC BEVERAGE LICENSES IN CONJUNCTION WITH SPECIAL EVENTS.

BE IT ORDAINED by the City of Watertown, South Dakota that a new Section 2.0118 be added to the Revised Ordinances of the City of Watertown that codifies the City's existing procedure for issuance of Special Alcoholic Beverage Licenses previously set out in Resolution 16-27:

2.0118: SPECIAL ALCOHOLIC BEVERAGE LICENSES IN CONJUNCTION WITH SPECIAL EVENTS

1. **Authority – Licenses Issued.** Pursuant to SDCL 35-4-124, the City Council is authorized to issue temporary licenses, including any combination of temporary licenses, for a special event. Issuance and authorization is permitted only to the person or entity and location specified on the application. Three temporary licenses are available for issuance by the City Council:
 - a. Special Malt Beverage Retailers License;
 - b. Special On-Sale Wine Retailers License; and
 - c. Special Off-Sale Package Wine Dealers License.
2. **Licensing Period.** Licenses can be issued for a period of time to be established by the Council for the duration of a special event, but not to exceed fifteen (15) consecutive days.
3. **No public hearing for certain license holders.** No public hearing is required if the applicant already holds an on-sale alcoholic beverage license or a retail malt beverage license, and the license is to be used for a special event held at a publicly-owned facility; but any application for issuance of a special alcoholic beverage license requires Council approval. A public hearing is required for all other applicants.
4. **Annual limit on number of special events.** No person or entity can be issued special alcoholic beverage licenses for more than four (4) special events within any calendar year.
5. **Conditional Use Zoning Permit Required.** Licensees may be permitted to sell alcoholic beverages on private or public property provided a conditional use has been issued for the premises by the Board of Adjustment.
6. **Fees.** The fee for any special alcoholic beverage license or combination of licenses authorized under this section shall be \$300 per special event, which shall be paid at the time of application.
7. **Insurance.** Licensees shall maintain liability insurance in an amount of not less than One Million Dollars (\$1,000,000) for bodily injury, death, disability, and property damage liability during the time the special alcoholic beverage license is in effect. Licensee shall also maintain Liquor Liability insurance with a limit of not less than One Million Dollars (\$1,000,000) for each occurrence, and if such insurance contains a general aggregate limit, the general aggregate limit shall apply separately or be no less than two times the occurrence limit. The City shall be named as an additional insured on

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

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

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 16-17 was published in the Watertown Public Opinion, the official newspaper of said City, on this ____ day of September, 2016.

Rochelle M. Ebbers, CPA

First Reading: September 6, 2016
Second Reading:
Published:
Effective:

City of Watertown

Attest:

Rochelle M. Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

LEASE AGREEMENT

This Lease Agreement is made and entered into this ___ day of September, 2016, by and between Prairie Lakes Health Care System, Inc. (hereinafter “LESSEE”), and the City of Watertown (hereinafter “LESSOR”).

1. **Leased Premises.**

LESSOR hereby leases to LESSEE the following real property:

A part of Kirlin’s Outlot No. 1 Less the North 403 feet thereof, of the Plat of Kirlin’s Outlots to the Municipality of Watertown, described as follows:

Beginning at a point on the Northeast corner of Kirlin’s Outlot No. 1 Less N403’; thence Westerly 123 feet along the northern boundary of Kirlin’s Outlot No. 1 Less N403’; thence South 126 feet; thence East 123 feet; thence North to the Point of Beginning;

which property consists of approximately fifteen thousand, five hundred (15,400) square feet, more or less, and is more fully depicted on Exhibit A, attached hereto and incorporated by reference.

2. **Term.**

The term of this Lease Agreement is for ninety-nine (99) years from the date of its execution.

3. **Rent.**

LESSEE shall pay LESSOR the sum of One Dollar (\$1.00) per year, payable on the second Monday of September.

4. **Obligations of LESSOR.**

A. LESSOR warrants that it has good and clear title to the leased premises and has authority to lease said premises to LESSEE for the purposes described herein.

B. LESSOR warrants that LESSEE shall, during the term of this Lease Agreement, have the right of quiet enjoyment in the leased premises.

5. **Obligations of LESSEE.**

A. LESSEE agrees, at its sole expense, to observe and obey all federal, state, and local laws upon the leased premises, including but not limited to laws regarding any land improvements made by LESSEE upon the leased premises, such as those related to grading, construction, maintenance, aesthetics and environmental concerns.

B. LESSEE agrees, at its sole expense, to comply with all rules, regulations, ordinances, or statutes promulgated by the federal, state or county governments relating to, but not limited to, use of chemicals, weed abatement and control. LESSEE hereby agrees that weed abatement and control over and upon the entire leased premises shall be its sole responsibility.

C. LESSEE agrees, at its sole expense, to maintain any land improvements it makes to the leased premises during the term of this Lease Agreement, to include snow plowing, resurfacing/patching, painting of parking lines, and replacement of non-functioning or damaged light bulbs and light fixtures, as well as any betterments to the land improvements it chooses to install. Said maintenance and betterments shall be in keeping with local ordinance and applicable engineering standards. LESSEE also agrees to permit LESSOR to install security cameras on any light fixtures it constructs on the leased premises.

D. LESSEE agrees that at no time during the term of this Lease Agreement will it permit any person, company, entity or organization to, in any manner, place or file against the leased premises any lien or encumbrance.

E. LESSEE agrees that at all times during the period of this Lease Agreement, LESSOR, its agents and contractors, shall have the right to enter upon the leased premises. LESSOR agrees to provide LESSEE reasonable notice prior to entering upon the real property for the purposes described herein.

F. LESSEE agrees that throughout the term of this Lease Agreement, it shall permit the general public to access and use any land improvements from 5:00pm to 10:00pm Monday through Friday, and from 8:00am to 10:00pm Saturday through Sunday, during the months of November, December, January, February, and March.

G. LESSEE agrees to be solely responsible for the furnishing of, or payment for, any utility service supplied to the leased premises until April 1, 2019, or, if it places any temporary building on the leased premises, until it permanently removes said temporary building from the leased premises, after which point utility service to the leased premises will be furnished and paid for by LESSOR.

H. LESSEE further agrees that once it has removed the temporary building, LESSEE shall permit LESSOR to access the gas, electric, water, and sewer utility connections on the leased premises and LESSEE shall maintain said connections until LESSOR is able to extend service from said connections onto a point of LESSOR's property adjacent to the leased premises.

6. Rights of LESSEE.

LESSEE shall utilize the leased premises for the term of this Lease Agreement to construct and maintain two (2) types of land improvements—a parking lot covering the expanse of the leased premises, and parking lot lighting fixtures placed upon the leased premises in the amount and of the type required by city ordinance.

LESSEE may place one (1) temporary building constructed, designed, placed, and operated in conformance with applicable federal, state, and local laws and regulations, for the purpose of housing a dermatology clinic, until April 1, 2019, or such earlier or later date when the LESSEE's construction of a permanent facility to house the dermatology clinic is completed and the LESSEE has removed the temporary building from the leased premises.

7. Indemnification.

LESSEE agrees to indemnify and hold LESSOR, and its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the leased premises described above that is not the result of errors or omissions of the LESSOR, its officers, agents, or employees. It is also the intention of the parties that LESSOR, and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to LESSEE and those it invites or brings onto the leased premises or those who enter the leased premises to conduct business with LESSEE, due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

8. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, or sent via certified mail, return receipt requested, to the following addresses:

If to LESSOR:
Mayor Steve Thorson
City of Watertown
P.O. Box 910
Watertown, SD 57201

If to LESSEE:
Jill Fuller, CEO
Prairie Lakes Health Care System, Inc.
120 19th Street NE
Watertown, SD 57201

9. Assignment and Subletting.

LESSEE may, assign or sublet the leased premises only with the express, prior written consent of LESSOR.

10. Right of Termination.

Except as otherwise provided herein, this Lease Agreement may be terminated, without any penalty or further liability, upon written notice by a party of any breach or default of a material provision contained herein, including, but not limited to, those relating to the payment of rent; construction and maintenance of land improvements on leased premises; and subleasing. LESSEE hereby agrees that upon termination of this Lease Agreement, it will remove any and all equipment and any temporary structure from the leased premises prior to the effective date of such termination and will exercise its best efforts, prior to surrender of the leased premises, to maintain any land improvements. It is further an express provision of this Lease Agreement that, after April 1, 2019, or such earlier or later date when the LESSEE removes the temporary building used for a dermatology clinic from the leased premises, it may be terminated by LESSOR in the event the leased premises, or any portion thereof, is needed for furtherance of any flood control related project or other

legitimate purpose of LESSOR, and in that event, LESSOR will provide written notice to LESSEE not less than ninety (90) days prior to such termination.

11. Successors and Assigns.

This Lease Agreement shall run with the property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

12. Miscellaneous.

A. This Lease Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by both parties.

B. This Lease Agreement shall be construed in accordance with the laws of the State of South Dakota. Venue for any claims arising under the Lease Agreement shall be had in the Third Circuit Court, Codington County, State of South Dakota.

C. If any term of this Lease Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

D. This Lease Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

E. This Lease Agreement is inclusive of Exhibit A, and any future Exhibits (that shall be denoted in alphabetical order by date adopted) when and if adopted by the parties through the amendment process described in Section 12.A.

F. The failure of LESSOR or LESSEE at any time or times to demand strict performance by the other of any of the terms, covenants or conditions set forth in this Agreement shall not be construed as a continuing waiver or relinquishment thereof, and LESSOR or LESSEE may at any time demand strict and complete performance by the other party if they are so entitled.

Dated this ____ day of September, 2016 at Watertown, South Dakota.

LESSEE:

LESSOR:

Jill Fuller, CEO
Prairie Lakes Health Care System, Inc.

Steve Thorson, Mayor
Watertown, SD

ATTEST:

Rochelle M. Ebbers, CPA
Finance Officer
(SEAL)

State of South Dakota)
)SS:
County of Codington)

On this the __ day of September, 2016, before me, the undersigned officer, personally appeared Steve Thorson and Rochelle M. Ebbers, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Watertown, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Watertown City by themselves as Mayor and Finance Officer.

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

Notary Public

(SEAL)

My Commission Expires:

State of South Dakota)
)SS:
County of Codington)

On this the ___ day of September, 2016, before me, the undersigned officer, personally appeared Jill Fuller known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

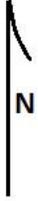
IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires:

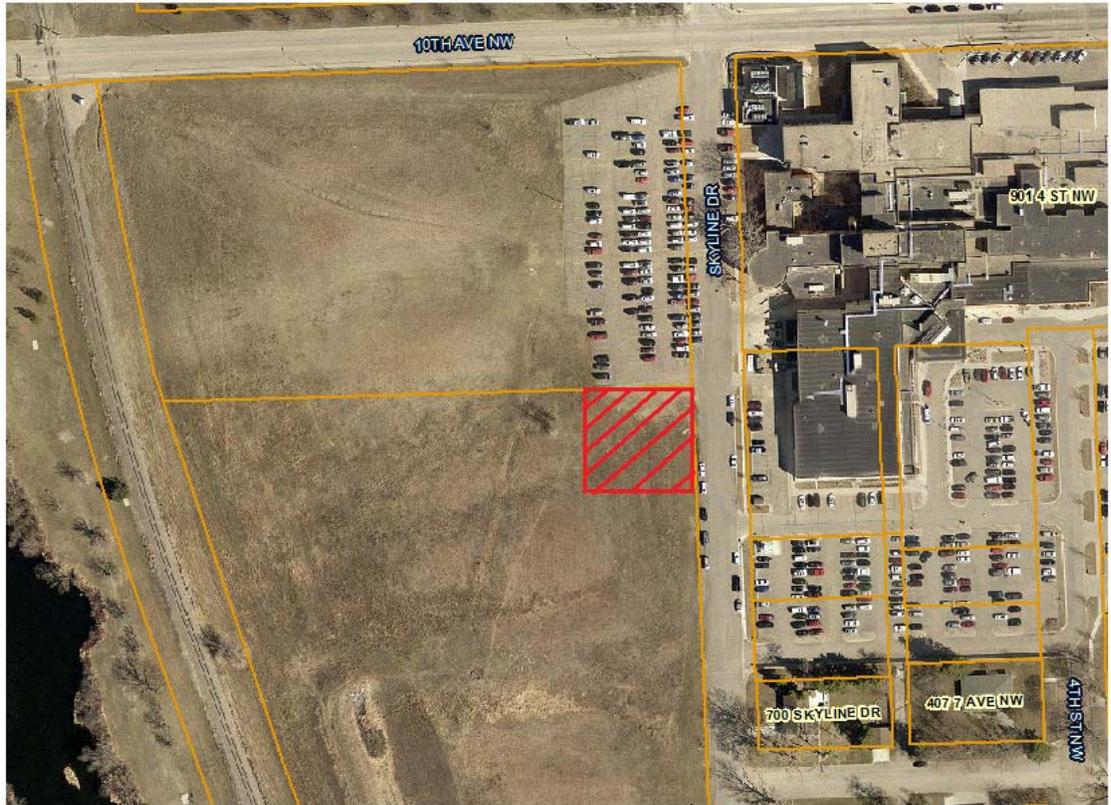
EXHIBIT A



Legend

 Leased Premises

A part of Kirlin's Outlot No. 1 Less the North 403 feet thereof, beginning at a point on the Northeast corner of Kirlin's Outlot No. 1 Less N403', thence Westerly 123 feet along the northern boundary, thence South 126 feet, thence East 123 feet, thence North to the Point of Beginning.



Prepared By: Watertown City Attorney
August 2016

TASER International*Protect Life. Protect Truth.*

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax:

Tim Toomey
 605-882-5239
 ttoomey@watertownpd.com

**Quotation**

Quote: Q-30229-7

Date: 2/23/2016 9:54 AM

Quote Expiration: 6/1/2016

Contract Start Date*: 4/1/2016

Contract Term: 5 years

AX Axon Number: 305835

Bill To:
 Watertown Police Dept. - SD
 128 S. MAPLE
 WATERTOWN, SD 57201
 US

Ship To:
 Tim Toomey
 Watertown Police Dept. - SD
 128 S. MAPLE
 WATERTOWN, SD 57201
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ahmad Abdelrazzak		ahmad@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Hardware and Evidence.com & Storage Due Upfront
 (Due 30)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
26	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 10,374.00	USD 0.00	USD 10,374.00
26	74018	Z-BRACKET MOUNT, MENS, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
26	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
26	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 140.00	USD 140.00	USD 0.00
4	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 1,872.00	USD 0.00	USD 1,872.00
22	87101	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 180.00	USD 3,960.00	USD 0.00	USD 3,960.00
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1,300	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 975.00	USD 0.00	USD 975.00
220	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
26	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 5,304.00	USD 5,200.00	USD 104.00
4	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 5,980.00	USD 2,990.00	USD 2,990.00
4	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 864.00	USD 0.00	USD 864.00
1	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.00	USD 2,500.00
Hardware and Evidence.com & Storage Due Upfront (Due 30) Total Before Discounts:						USD 31,969.00
Hardware and Evidence.com & Storage Due Upfront (Due 30) Discount:						USD 8,330.00
Hardware and Evidence.com & Storage Due Upfront (Due 30) Net Amount Due:						USD 23,639.00

Second Full Year of Evidence.com Due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 1,872.00	USD 0.00	USD 1,872.00
22	87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 3,960.00	USD 0.00	USD 3,960.00
4	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 864.00	USD 0.00	USD 864.00
1,300	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 975.00	USD 0.00	USD 975.00
26	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 5,304.00	USD 0.00	USD 5,304.00
220	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Second Full Year of Evidence.com Due 2017 Total Before Discounts:						USD 12,975.00
Second Full Year of Evidence.com Due 2017 Net Amount Due:						USD 12,975.00

Third Full Year of Evidence.com Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 1,872.00	USD 0.00	USD 1,872.00
22	87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 3,960.00	USD 0.00	USD 3,960.00
4	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 864.00	USD 0.00	USD 864.00
1,300	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 975.00	USD 0.00	USD 975.00
26	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 5,304.00	USD 0.00	USD 5,304.00
220	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Third Full Year of Evidence.com Due 2018 Total Before Discounts:						USD 12,975.00
Third Full Year of Evidence.com Due 2018 Net Amount Due:						USD 12,975.00

Fourth Full Year of Evidence.com Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 1,872.00	USD 0.00	USD 1,872.00
22	87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 180.00	USD 3,960.00	USD 0.00	USD 3,960.00
4	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 864.00	USD 0.00	USD 864.00
1,300	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 975.00	USD 0.00	USD 975.00
26	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 5,304.00	USD 0.00	USD 5,304.00
220	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Fourth Full Year of Evidence.com Due 2019 Total Before Discounts:						USD 12,975.00
Fourth Full Year of Evidence.com Due 2019 Net Amount Due:						USD 12,975.00

Fifth Full Year of Evidence.com Due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 1,872.00	USD 0.00	USD 1,872.00
22	87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 180.00	USD 3,960.00	USD 0.00	USD 3,960.00
4	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 864.00	USD 0.00	USD 864.00
1,300	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 975.00	USD 0.00	USD 975.00
26	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 5,304.00	USD 0.00	USD 5,304.00
220	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
120	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Fifth Full Year of Evidence.com Due 2020 Total Before Discounts:						USD 12,975.00
Fifth Full Year of Evidence.com Due 2020 Net Amount Due:						USD 12,975.00

Subtotal	USD 75,539.00
Estimated Shipping & Handling Cost	USD 55.35
Grand Total	USD 75,594.35

Complimentary Evidence.com Tier Upgrade Through 3/31/2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until March 31, 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In April 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between February 1, 2016 and February 14, 2016. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

****Standard Issue Grant Discount****

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Please sign and email to Ahmad Abdelrazzak at ahmad@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
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AIP Grant Application Checklist

AIRPORT NAME: Watertown Regional Airport **DATE:** August, 2016

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: 321L8

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: 3-09-2017

		Yes	No	N/A	Comments Attached
ITEMS REQUIRED WITH AIP APPLICATION					
1.	Standard Form 424 <i>(signed)</i>	X			
2.	Project Cost Breakdown <i>(attached)</i>	X			
3.	Project Sketch <i>(at the request of the ADO)</i>	X			
4.	Project Narrative <i>(attached or within Form 5100-100/101 Part IV)</i>	X			
5.	Form 5100-100 (parts II – IV) <i>(airport development grants)</i> Form 5100-100 (parts II – IV) <i>(planning grants)</i>	X			
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>	X			
7.	Exhibit A <i>(attached or previously submitted to ADO)</i>	X			
8.	Title Certificate or Long Term Lease Agreement <i>(at the request of ADO)</i>			X	

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application *If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation *Other (Specify) _____ <input type="checkbox"/> Revision	
*3. Date Received: 4. Applicant Identifier:	
5a. Federal Entity Identifier:	*5b. Federal Award Identifier: 3-46-0058-030-2016
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION	
*a. Legal Name: City of Watertown, South Dakota	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 46-6000515	*c. Organizational DUNS: 076497965
d. Address:	
*Street 1:	<u>PO Box 910</u>
Street 2:	_____
*City:	<u>Watertown</u>
County:	_____
*State:	<u>SD</u>
*Country:	United States of America
*Zip / Postal Code:	<u>57201</u>
e. Organizational Unit:	
Department Name:	Division Name:
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: _____	*First Name: <u>Todd</u>
Middle Name: _____	
*Last Name: <u>Syhre</u>	
Suffix: _____	
Title: <u>Mayor</u>	
Organizational Affiliation:	
*Telephone Number: 605-882-6200	Fax Number: 605-882-6218
*Email: <u>airport@watertownsd.us</u>	

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Watertown, Coddington County, South Dakota

***15. Descriptive Title of Applicant's Project:**

Design, Construction, Construction Administration, Construction Engineering and Testing of Runway 12/30 (\pm 5400' x 100'), Taxiway A1 (\pm 400' x 75'), Taxiway A2 (\pm 450' x 50'), Taxiway A3 (\pm 550' x 50') and Taxiway A4 (\pm 400' x 50')

Attach supporting documents as specified in agency instructions.

16. Congressional Districts Of:

*a. Applicant: SD

*b. Program/Project: SD

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 9/2016

*b. End Date: 12/2017

Application for Federal Assistance SF-424

18. Estimated Funding (\$):

*a. Federal	\$7,875,000
*b. Applicant	\$437,500
*c. State	\$437,500
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$8,750,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Steve

Middle Name: _____

*Last Name: Thorson

Suffix: _____

*Title: Mayor

*Telephone Number: 605-882-6200 Fax Number: 605-882-6218

*Email: airport@watertownsd.us

*Signature of Authorized Representative: _____ *Date Signed: _____

Authorized State Representative:

*First Name: Bruce

*Last Name: Lindholm

*Title: Program Manager, Office of Air, Rail and Transit

*Telephone Number: 605-773-3574 Fax Number: 605-773-2804

*Email: bruce.lindholm@state.sd.us

*Signature of Authorized Representative: _____ *Date Signed: _____

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

Helms

ASSOCIATES

CIVIL ENGINEERS & LAND SURVEYORS

221 Brown County Hwy 19
P.O. Box 111
Aberdeen, SD 57402
Phone: (605) 225-1212 Fax: (605) 225-3189
Email: operations@helmsengineering.com

**Runway 12/30 Reconstruction
Watertown Regional Airport
AIP #3-46-0058-030-2016
Helms # A-6158
Revised Engineer's Estimate
August, 2016**

Base Bid

Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Cost
1	GP-105	Mobilization	1	L.S.	\$1,000,000.00	\$1,000,000.00
2	GP-50	Construction Staking	1	L.S.	\$90,000.00	\$90,000.00
3	S-100	Construction Safety Phasing Plan	1	L.S.	\$75,000.00	\$75,000.00
4	P-101	Asphalt Pavement Removal (3.5" Nominal Depth)	3,414	SqYd	\$2.10	\$7,169.40
5	P-101	Concrete Pavement Removal (6" Nominal Depth)	2,622	SqYd	\$4.00	\$10,488.00
6	P-101	Concrete Pavement Removal (12" Nominal Depth)	113	SqYd	\$6.00	\$678.00
7	P-101	Cold Milling (1.5" Nominal Depth)	10,241	SqYd	\$1.35	\$13,825.35
8	P-152	Unclassified Excavation	57,568	CuYd	\$2.50	\$143,920.00
9	P-152	Disposal of Excess Material	34,378	CuYd	\$1.00	\$34,378.00
10	P-154 (MOD)	Subbase Course	9,710.0	Ton	\$14.00	\$135,940.00
11	P-209 (MOD)	Crushed Aggregate Base Course	26,925.0	Ton	\$23.00	\$619,275.00
12	P-401	Bituminous Surface Course	1,767.0	Ton	\$70.00	\$123,690.00
13	P-401	Bituminous Binder (PG 64-28)	124.0	Ton	\$600.00	\$74,400.00
14	P-501	12" PCC Pavement	80,609	SqYd	\$50.00	\$4,030,450.00
15	P-501	Reinforcement for Odd Shaped Panels	702	SqYd	\$30.00	\$21,060.00
16	P-603	Bituminous Tack Coat	10.0	Ton	\$800.00	\$8,000.00
17	P-605	Silicone Joint Sealing Filler	65,122	Ft	\$1.50	\$97,683.00
18	P-605	Hot Pour Joint Sealing Filler	10,961	Ft	\$1.00	\$10,961.00
19	P-605	Silicone Joint Sealing Filler w/Expansion Board	819	Ft	\$3.00	\$2,457.00
20	P-620	Runway and Taxiway Painting	1	L.S.	\$65,000.00	\$65,000.00
21	P-620	Runway and Taxiway Painting (RHP, ETCL, SPHPS)	1	L.S.	\$11,000.00	\$11,000.00
22	P-621	Saw Cut Runway Grooving	47,711	SqYd	\$1.80	\$85,879.80
23	D-701	24" RCP	973	Ft	\$45.00	\$43,785.00
24	D-701	30" RCP	653	Ft	\$55.00	\$35,915.00
25	D-701	30" RCP Flared End	1	Each	\$700.00	\$700.00
26	D-705 (MOD)	6" Perforated Underdrain	3,693	Ft	\$8.50	\$31,390.50
27	D-705 (MOD)	Connect to Existing Underdrain	4	Each	\$300.00	\$1,200.00
28	D-705 (MOD)	Connect Underdrain to RCP	4	Each	\$950.00	\$3,800.00
29	D-751	48" Underdrain Manhole	12	Each	\$3,000.00	\$36,000.00
30	D-751	4' x 4' Storm Sewer Inlet w/Type E Frame and Grate and 10' Concrete Apron	5	Each	\$8,000.00	\$40,000.00
31	T-901	Soeding and Fertilizing	20.0	Acre	\$775.00	\$15,500.00
32	T-905	Topsoiling	5,010	CuYd	\$4.00	\$20,040.00
33	TL-100	Field Laboratory, Type I	1	Each	\$20,000.00	\$20,000.00
34	SP-1	Mill and Salvage Asphalt Pavement (3.5" Nominal Depth)	5,915	SqYd	\$2.50	\$14,787.50
35	SP-1	Mill and Salvage Asphalt Pavement (10" Nominal Depth)	59,750	SqYd	\$2.50	\$149,375.00
36	SP-1	Mill and Salvage Asphalt Pavement/Base Materials (18" Nominal Depth)	12,112	SqYd	\$3.50	\$42,392.00
37	SP-1	Remove, Crush, Stockpile PCC Pavement (11" Nominal Depth)	59,750	SqYd	\$5.00	\$298,750.00

Helms & ASSOCIATES

CIVIL ENGINEERS & LAND SURVEYORS

221 Brown County Hwy 19
P.O. Box 111
Aberdeen, SD 57402

Phone (605) 225-1212 Fax (605) 225-3180
Email: operator@helmsengineering.com

38	SP-1	Remove, Crush, Stockpile PCC Pavement (15" Nominal Depth)	5,915	SqYd	\$6.00	\$35,490.00
39	SP-1	Mix, Place, and Compact Salvaged Material (14" Nominal Depth)	17,826	SqYd	\$3.00	\$53,478.00
40	SP-1	Mix, Place, and Compact Salvaged Material (18" Nominal Depth)	4,120	SqYd	\$2.50	\$10,300.00
41	SP-1	Mix, Place, and Compact Salvaged Material (21" Nominal Depth)	59,750	SqYd	\$3.00	\$179,250.00
42	SP-2	Geogrid	6,000	SqYd	\$2.50	\$15,000.00
43	SP-3	Geotextile Separator Fabric	82,626	SqYd	\$1.50	\$123,939.00
44	Plans	Remove and Dispose of Storm Sewer Inlet	1	Each	\$900.00	\$900.00
45	Plans	Remove and Dispose of RCP	431	Ft	\$15.00	\$6,465.00
46	Plans	Sediment Control at Inlet/Culvert	14	Each	\$150.00	\$2,100.00
47	Plans	High Flow Silt Fence	800	Ft	\$4.00	\$3,200.00
48	L-100-2.1	Removals and Salvage (Airfield Lighting Systems)	1	L.S.	\$12,000.00	\$12,000.00
49	L-108-5.1	Trench and Backfill for Duct	5,550	Ft	\$1.20	\$6,660.00
50	L-108-5.2	1/C #8 L-824C 5 kV Cable, installed in duct	10,500	Ft	\$1.00	\$10,500.00
51	L-108-5.3	1/C #6 L-824C 600V Cable, installed in duct	3,600	Ft	\$1.25	\$4,500.00
52	L-108-5.4	#6 Bare Copper Counterpoise including trenching/plowing and backfilling or in trench per plan	4,650	Ft	\$2.50	\$11,625.00
53	L-108-5.5	Cable Splices Low Voltage	20	Each	\$70.00	\$1,400.00
54	L-108-5.6	Cable Splices High Voltage	14	Each	\$100.00	\$1,400.00
55	L-110-5.1	2" PVC Duct, Schedule 40 PVC/HDPE, in trench	5,105	Ft	\$4.00	\$20,420.00
56	L-110-5.2	2" Duct, Schedule 80 PVC/HDPE, in trench, under pavement	445	Ft	\$20.00	\$8,900.00
57	L-115-5.1	Electrical Junction Box, L-867 Can with flat cover, 24" dia.	2	Each	\$1,000.00	\$2,000.00
58	L-125-7.1	Install Salvaged Medium Intensity Taxiway Light, base mounted, blue lens, complete	91	Each	\$550.00	\$50,050.00
59	L-125-7.2	Medium Intensity Taxiway Light, base mounted, blue lens, complete	5	Each	\$800.00	\$4,000.00
60	L-125-7.3	Vegetation Control Ring	51	Each	\$150.00	\$7,650.00
61	L-130-5.1	L-858 Lighted Airport Signs, LED Type, 2 panel, complete	1	Each	\$3,000.00	\$3,000.00
62	L-130-5.2	L-858 Lighted Airport Signs, LED Type, 3 panel, complete	7	Each	\$3,000.00	\$21,000.00
Base Bid Total						\$8,010,116.55

Alternate Bid No. 2 - Preformed Thermoplastic Markings

Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Cost
A2-1	P-620	Preformed Thermoplastic Markings (RHP, ETCL, SPHPS)	1	L.S.	\$150,000.00	\$150,000.00
Alternate Bid No. 2 Total						\$ 150,000.00
Base Bid and Alternate Bid No. 2 Total						\$ 8,149,116.55

Design Engineering	\$110,289.11
Estimated Bidding & Negotiations	\$7,500.00
Estimated Construction Administration	\$120,000.00
Estimated Construction Engineering	\$250,000.00
Estimated Concrete Testing	\$70,000.00
Estimated Administration	\$43,094.34
Total Estimated Project Cost (Base Bid and Alternate Bid No. 2)	\$ 8,750,000.00

CONSTRUCTION LAYOUT PLAN
RUNWAY 1250 REPAIRS TRUCKS
WATERLOO REGIONAL AIRPORT
WATERLOO, SOUTH DAKOTA

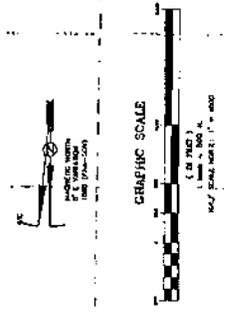
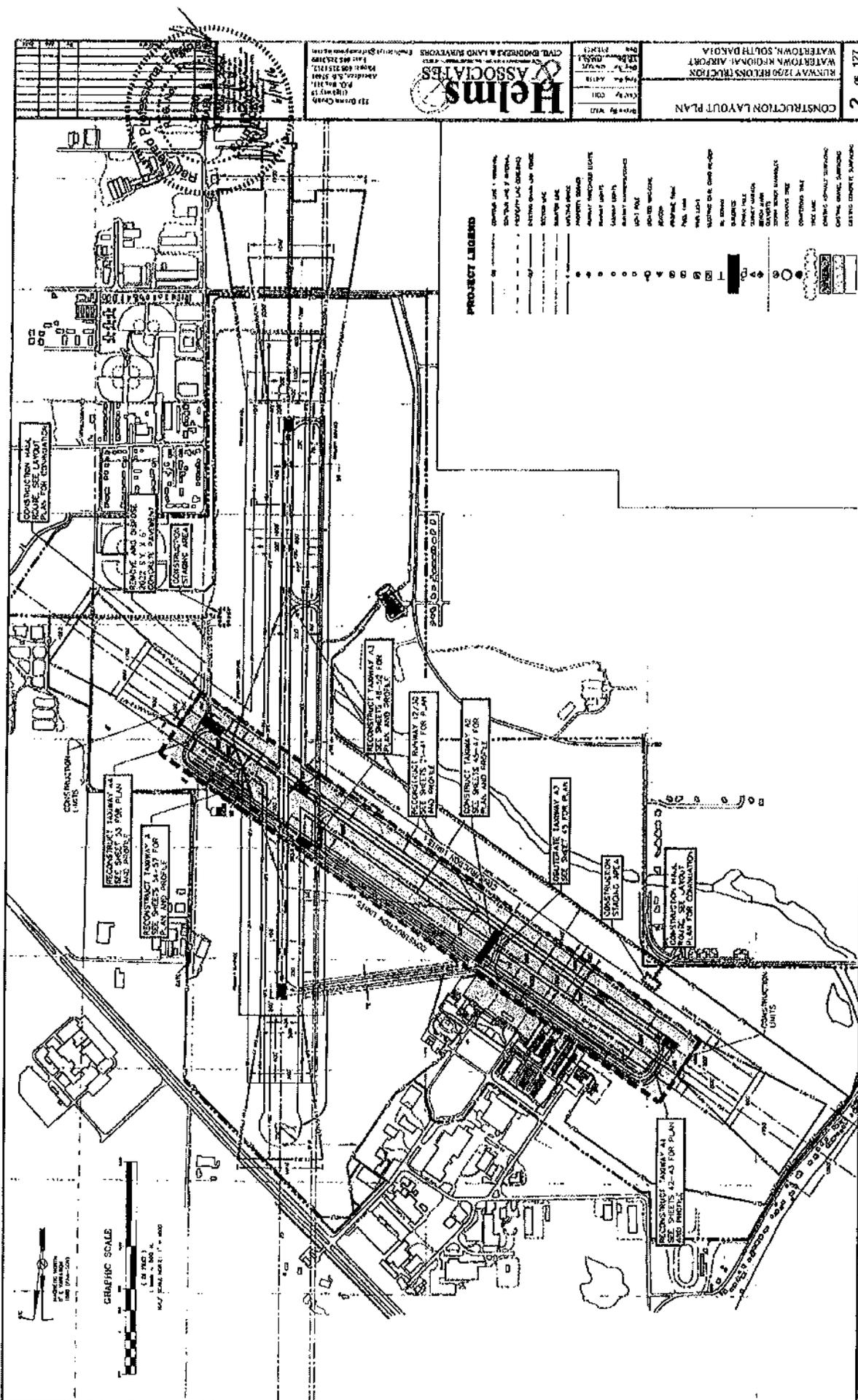
Drawn By: WJL
Checked By: CDB
Date: 08/11/10
Project No: 100001
Sheet No: 002



111 Green Circle
Sioux Falls, SD 57105
Phone: 605.335.1212
Fax: 605.335.1210
www.helmassociates.com

PROJECT LEGEND

1	CONSTRUCTION LIMITS
2	CONSTRUCTION STAGING AREA
3	CONSTRUCTION TAMPERS
4	CONSTRUCTION WALKWAYS
5	CONSTRUCTION TRUCKS
6	CONSTRUCTION MATERIALS
7	CONSTRUCTION EQUIPMENT
8	CONSTRUCTION STORAGE
9	CONSTRUCTION OFFICES
10	CONSTRUCTION TOILETS
11	CONSTRUCTION WATER
12	CONSTRUCTION ELECTRICAL
13	CONSTRUCTION PLUMBING
14	CONSTRUCTION MECHANICAL
15	CONSTRUCTION STRUCTURAL
16	CONSTRUCTION FINISHES
17	CONSTRUCTION UTILITIES
18	CONSTRUCTION EROSION CONTROL
19	CONSTRUCTION DRAINAGE
20	CONSTRUCTION FENCING
21	CONSTRUCTION SIGNAGE
22	CONSTRUCTION LIGHTING
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CONSTRUCTION WALKWAYS
SEE SHEET 10-11 FOR PLAN AND PROFILE

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CONSTRUCTION TAMPERS
SEE SHEETS 10-11 FOR PLAN AND PROFILE

CONSTRUCTION WALKWAYS
SEE SHEETS 10-11 FOR PLAN AND PROFILE

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CONSTRUCTION TAMPERS

Project Narrative

The current Runway 12/30 was constructed in 1944 with 9 1/2" - 11 1/2" of PCC. In 1970, 2" of P-201 and 3" of P-401 were placed on top of the existing pavement. In 1975 and 1986 P-402 overlays were completed. Lastly a 1 1/2" P-401 overlay was completed in 2001. The existing pavement to be reconstructed is approximately 5,400 feet long and 100 feet wide. The pavement has deteriorated from below and is causing heaving and cracking problems. The pavement is also experiencing significant areas of delamination.

American Technical Services, Inc. performed several cores and borings along Runway 12/30 in 2004. The cores showed significant signs of delamination and crumbling of the concrete. Which is the reason that the concrete pavement was previously overlaid. The borings indicated that the gravel base course is basically non-existent below the existing pavement section. A layer of a frost susceptible clayey silt is directly below the concrete sections. Thus the frost issues that need to be corrected.

A pavement condition index (PCI) survey was completed in 2012 at the airport. The PCI values for the stretch of Runway 12/30 to be reconstructed were 92 and 93. According to ASTM D 6433-07, the PCI is a numerical indicator of the condition of the pavement. The PCI cannot measure the structural capacity nor does it provide direct measurement of skid resistance or roughness. It provides an objective and rational basis for determining maintenance and repair needs and priorities.

The distresses that appeared on the last PCI survey were low severity reflective cracking and one small area of medium severity reflective cracking. If the samples are representative of the entire area, it can be assumed that there is approximately 15,000 linear feet of reflective cracking. This requires a significant pavement maintenance effort.

There are frost heaves located approximately 760 feet, 1,350 feet and 3,750 feet southeast of the runway 12 end. None of these sections were inspected during the last PCI survey and each of these locations have been milled several times to alleviate the heave issue. (see attached photos)

Due to the issues occurring below the surface of the pavement, Runway 12/30 is in need of a full depth reconstruction with frost protection.

Each connector taxiway will be reconstructed also. Taxiway A1 (approximately 400' x 75') and A4 (approximately 400' x 50') will be reconstructed to outside of the Object Free Area and allow for a transition for the pavement sections in an effort to eliminate Runway 12/30 from being closed during future taxiway reconstructions. Taxiway A2 (approximately 450' x 75') will be reconstructed perpendicular to the parallel taxiway and Runway 12/30. Taxiway A3 (approximately 550' x 50') will be reconstructed to correct the alignment with the existing parallel Taxiway C.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

No structure can be built over 200 feet or no structure can be built or altered within two miles of any public airport boundary that would obstruct a 50:1 slope from any boundary of the airport without first filing an application and obtaining approval of the Aeronautics Commission. –SD Codified Law (Ch 50-9) and Administrative Rule (Ch 70:02:03)

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any applicable obligations.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no circumstances that may preclude the successful completion of the project or comply with grant assurance.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with local plans.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Sponsor has given fair consideration to any applicable community interest associated with the proposed project.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Sponsor has given fair consideration to any affected users.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The proposed project did not require an opportunity for public hearing.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not Applicable

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

No exclusive rights exist.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The Sponsor maintains property interest as depicted on the Exhibit A property map which is necessary for the proposed project. No additional property is required for the project.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number:	20.108
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 43,094
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			237,789
5. Other Architectural engineering fees			70,000
6. Project inspection fees			250,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			8,149,117
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 8,750,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 8,750,000
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 8,750,000

SECTION C - EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share - Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	437,500
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 437,500
25. Other Shares	Amount
a. State	437,500
b. Other	
c. TOTAL - Other Shares	\$ 437,500
26. TOTAL NON-FEDERAL FINANCING	\$ 875,000

SECTION E - REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: AIP #3-46-0058-030-2016
AIRPORT: Watertown Regional Airport
1. Objective: The reconstruction of approximately 5,500 feet of Runway 12/30 and associated connector taxiways. The pavement is delaminating and shows significant signs of failures.
2. Benefits Anticipated: Runway 12/30 and associated taxiways will be reconstructed with frost protection and underdrains.
3. Approach: (See approved Scope of Work in Final Application) The Runway and associated connector taxiways will be reconstructed.
4. Geographic Location: Watertown Regional Airport approximately 2 miles northwest of the City of Watertown Coddington County, South Dakota
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Steve Thorson, Mayor 605-882-6200 PO Box 910 Watertown, SD 57301

**RUNWAY 12/30 RECONSTRUCTION
WATERTOWN REGIONAL AIRPORT
WATERTOWN, SOUTH DAKOTA
AIP #3-46-0058-030-2016**

A-6158
BID TABULATION
5/29/2016

Base Bid	Item #	Spec #	Item Description	Quantity	Unit	Reede Construction, Inc. Aberdeen, SD		Kelle River Midwest, LLC Sioux City, IA		Dulnick, Inc. Prinsburg, MN	
						Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	1	GP-105	Mobilization	1	L.S.	\$1,000,000.00	\$1,000,000.00	\$644,898.47	\$644,898.47	\$950,000.00	\$950,000.00
	2	GP-50	Construction Staking	1	L.S.	\$90,000.00	\$90,000.00	\$121,573.76	\$121,573.76	\$94,160.00	\$94,160.00
	3	S-100	Construction Safety Phasing Plan	1	L.S.	\$75,000.00	\$75,000.00	\$33,300.06	\$33,300.06	\$10,000.00	\$10,000.00
	4	P-101	Asphalt Pavement Removal (3.5" Nominal Depth)	3,414	SqYd	\$2.10	\$7,169.40	\$2.29	\$7,818.06	\$1.70	\$5,803.80
	5	P-101	Concrete Pavement Removal (6" Nominal Depth)	2,622	SqYd	\$4.00	\$10,488.00	\$4.46	\$11,694.12	\$4.00	\$10,488.00
	6	P-101	Concrete Pavement Removal (12" Nominal Depth)	113	SqYd	\$6.00	\$678.00	\$6.69	\$755.97	\$8.00	\$904.00
	7	P-101	Cold Milling (1.5" Nominal Depth)	10,241	SqYd	\$1.35	\$13,825.35	\$1.51	\$15,463.91	\$1.00	\$10,241.00
	8	P-152	Unclassified Excavation	57,568	CuYd	\$2.50	\$143,920.00	\$2.79	\$160,614.72	\$2.15	\$123,771.20
	9	P-152	Disposal of Excess Material	34,378	CuYd	\$1.00	\$34,378.00	\$0.84	\$28,877.52	\$1.50	\$51,567.00
	10	P-154 (MOD)	Subbase Course	9,710.0	Ton	\$14.00	\$135,940.00	\$15.06	\$146,232.60	\$16.00	\$155,360.00
	11	P-209 (MOD)	Crushed Aggregate Base Course	26,925.0	Ton	\$23.00	\$619,275.00	\$25.65	\$690,626.25	\$27.00	\$726,975.00
	12	P-401	Bituminous Surface Course	1,767.9	Ton	\$70.00	\$123,753.00	\$64.69	\$114,307.23	\$98.00	\$173,165.00
	13	P-401	Bituminous Binder (PG 64-28)	124.0	Ton	\$600.00	\$74,400.00	\$697.10	\$86,440.40	\$500.00	\$62,000.00
	14	P-501	12" PCC Pavement	80,609	SqYd	\$50.00	\$4,030,450.00	\$54.09	\$4,360,140.81	\$64.00	\$5,158,976.00
	15	P-501	Reinforcement for Odd Shaped Panels	702	SqYd	\$30.00	\$21,060.00	\$33.27	\$23,355.54	\$15.00	\$10,530.00
	16	P-603	Bituminous Tack Coat	10.0	Ton	\$800.00	\$8,000.00	\$669.21	\$6,692.10	\$500.00	\$5,000.00
	17	P-605	Silicone Joint Sealing Filler	65,122	Lb	\$1.50	\$97,683.00	\$1.84	\$119,824.48	\$1.51	\$98,334.22
	18	P-605	Hot Pour Joint Sealing Filler	10,951	Lb	\$1.00	\$10,951.00	\$1.84	\$20,168.24	\$0.85	\$9,316.85
	19	P-605	Silicone Joint Sealing Filler w/Expansion Board	819	Lb	\$3.00	\$2,457.00	\$3.35	\$2,743.65	\$2.65	\$2,170.35
	20	P-620	Runway and Taxiway Painting	1	L.S.	\$65,000.00	\$65,000.00	\$40,137.19	\$40,137.19	\$104,000.00	\$104,000.00
	21	P-620	Runway and Taxiway Painting (RHP, BTCL, SFEPS)	1	L.S.	\$11,000.00	\$11,000.00	\$11,928.73	\$11,928.73	\$3,000.00	\$3,000.00
	22	P-621	Saw Cut Runway Grooving	47,711	SqYd	\$1.80	\$85,879.80	\$1.81	\$86,356.91	\$1.62	\$77,291.82
	23	D-701	24" RCP	973	Ft	\$45.00	\$43,785.00	\$49.22	\$47,891.06	\$44.00	\$42,812.00
	24	D-701	30" RCP	633	Ft	\$55.00	\$34,815.00	\$63.05	\$40,000.00	\$60.00	\$37,980.00
	25	D-701	30" RCP Flared End	1	Each	\$700.00	\$700.00	\$741.02	\$741.02	\$550.00	\$550.00
	26	D-705 (MOD)	6" Perforated Underdrain	3,693	Lb	\$8.50	\$31,390.50	\$9.34	\$34,492.62	\$9.00	\$33,237.00
	27	D-705 (MOD)	Connect to Existing Underdrain	4	Each	\$300.00	\$1,200.00	\$328.55	\$1,314.20	\$310.00	\$1,240.00
	28	D-705 (MOD)	Connect Underdrain to RCP	4	Each	\$950.00	\$3,800.00	\$1,043.98	\$4,175.92	\$305.00	\$1,220.00
	29	D-751	48" Underdrain Manhole	12	Each	\$3,000.00	\$36,000.00	\$2,729.49	\$32,753.88	\$2,200.00	\$26,400.00
	30	D-751	4' x 4' Storm Sewer Inlet w/Type E Frame and Grate and 10' Concrete Apron	5	Each	\$8,000.00	\$40,000.00	\$6,852.91	\$34,264.55	\$3,800.00	\$19,000.00
	31	T-901	Seeding and Fertilizing	20.0	Acres	\$775.00	\$15,500.00	\$808.63	\$16,172.60	\$695.00	\$13,900.00
	32	T-905	Topsoiling	5,010	CuYd	\$4.00	\$20,040.00	\$3.35	\$16,783.50	\$2.60	\$13,026.00
	33	TL-100	Field Laboratory, Type 1	1	Each	\$20,000.00	\$20,000.00	\$16,730.33	\$16,730.33	\$9,000.00	\$9,000.00
	34	SP-1	Mill and Salvage Asphalt Pavement (3.5" Nominal Depth)	5,915	SqYd	\$2.50	\$14,787.50	\$1.65	\$9,759.75	\$1.25	\$7,393.75
	35	SP-1	Mill and Salvage Asphalt Pavement (10" Nominal Depth)	59,750	SqYd	\$2.50	\$149,375.00	\$2.17	\$128,657.50	\$1.30	\$119,175.00
	36	SP-1	Mill and Salvage Asphalt Pavement/Base Materials (18" Nominal Depth)	12,112	SqYd	\$3.50	\$42,392.00	\$3.57	\$43,239.84	\$4.90	\$59,348.80
	37	SP-1	Remove, Crush, Stockpile PCC Pavement (11" Nominal Depth)	59,750	SqYd	\$5.00	\$298,750.00	\$4.89	\$292,177.50	\$5.50	\$328,625.00
	38	SP-1	Remove, Crush, Stockpile PCC Pavement (15" Nominal Depth)	5,915	SqYd	\$6.00	\$35,490.00	\$5.23	\$30,935.45	\$5.75	\$34,011.25
	39	SP-1	Mix, Place, and Compact Salvaged Material (14" Nominal Depth)	17,826	SqYd	\$3.00	\$53,478.00	\$2.73	\$48,664.98	\$1.50	\$26,739.00
	40	SP-1	Mix, Place, and Compact Salvaged Material (18" Nominal Depth)	4,120	SqYd	\$2.50	\$10,300.00	\$2.73	\$11,247.60	\$4.60	\$18,952.00
	41	SP-1	Mix, Place, and Compact Salvaged Material (21" Nominal Depth)	59,750	SqYd	\$3.00	\$179,250.00	\$2.73	\$163,117.50	\$2.00	\$119,500.00
	42	SP-2	Geogrid	6,000	SqYd	\$2.50	\$15,000.00	\$2.51	\$15,060.00	\$3.30	\$19,800.00
	43	SP-3	Geotextile Separator Fabric	82,626	SqYd	\$1.50	\$123,939.00	\$1.12	\$92,541.12	\$1.25	\$103,282.50
	44	Plans	Remove and Dispose of Storm Sewer Inlet	1	Each	\$900.00	\$900.00	\$509.43	\$509.43	\$1,000.00	\$1,000.00
	45	Plans	Remove and Dispose of RCP	431	Ft	\$15.00	\$6,465.00	\$11.69	\$5,038.39	\$15.00	\$6,465.00
	46	Plans	Sediment Control at Inlet/Culvert	14	Each	\$150.00	\$2,100.00	\$139.42	\$1,951.88	\$125.00	\$1,750.00
	47	Plans	High Flow Silt Fence	800	Ft	\$4.00	\$3,200.00	\$3.90	\$3,120.00	\$3.25	\$2,600.00
	48	L-100-2.1	Removals and Salvage (Airfield Lighting Systems)	1	L.S.	\$12,000.00	\$12,000.00	\$8,086.33	\$8,086.33	\$7,250.00	\$7,250.00
	49	L-108-5.1	Trench and Backfill for Duct	5,550	Lb	\$1.20	\$6,660.00	\$2.79	\$15,484.50	\$2.50	\$13,875.00
	50	L-108-5.2	1/2" #8 L-824C 5 kV Cable, installed in duct	10,500	Lb	\$1.00	\$10,500.00	\$0.78	\$8,190.00	\$0.70	\$7,350.00
	51	L-108-5.3	1/2" #6 L-824C 600V Cable, installed in duct	3,600	Lb	\$1.25	\$4,500.00	\$0.69	\$2,484.00	\$0.62	\$2,232.00
	52	L-108-5.4	#6 Bare Copper Counterpoise including trenching/plowing and backfilling or in trench per plan	4,650	Lb	\$2.50	\$11,625.00	\$2.90	\$13,485.00	\$2.60	\$12,090.00
	53	L-108-5.5	Cable Splices Low Voltage	20	Each	\$70.00	\$1,400.00	\$44.61	\$892.20	\$40.00	\$800.00

**RUNWAY 12/30 RECONSTRUCTION
WATERTOWN REGIONAL AIRPORT
WATERTOWN, SOUTH DAKOTA
AIP #3-46-0058-030-2016
A-6158
BID TABULATION
6/29/2016**

Base Bid					Reede Construction, Inc. Aberdeen, SD		Knife River Midwest, LLC Sioux City, IA		Dulock, Inc. Prinsburg, MN	
Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
54	L-108-5.6	Cable Splices High Voltage	14	Each	\$100.00	\$1,400.00	\$44.61	\$624.54	\$40.00	\$560.00
55	L-110-5.1	2" PVC Duct, Schedule 40 PVC/HDPE, in trench	5,105	Ft	\$4.00	\$20,420.00	\$1.56	\$7,963.80	\$1.40	\$7,147.00
56	L-110-5.2	2" Duct, Schedule 80 PVC/HDPE, in trench, under pavement	445	Ft	\$20.00	\$8,900.00	\$2.12	\$943.40	\$1.90	\$845.50
57	L-115-5.1	Electrical Junction Box, L-867 Can with flat cover, 24" dia.	2	Each	\$1,000.00	\$2,000.00	\$1,042.86	\$2,085.72	\$935.00	\$1,870.00
58	L-125-7.1	Install Salvaged Medium Intensity Taxiway Light, base mounted, blue lens, complete	91	Each	\$550.00	\$50,050.00	\$613.45	\$55,823.95	\$550.00	\$50,050.00
59	L-125-7.2	Medium Intensity Taxiway Light, base mounted, blue lens, complete	5	Each	\$800.00	\$4,000.00	\$836.52	\$4,182.60	\$750.00	\$3,750.00
60	L-125-7.3	Vegetation Control Ring	51	Each	\$150.00	\$7,650.00	\$128.27	\$6,541.77	\$115.00	\$5,865.00
61	L-130-5.1	L-858 Lighted Airport Signs, LED Type, 2 panel, complete	1	Each	\$3,000.00	\$3,000.00	\$3,474.34	\$3,474.34	\$3,115.00	\$3,115.00
62	L-130-5.2	L-858 Lighted Airport Signs, LED Type, 3 panel, complete	7	Each	\$3,000.00	\$21,000.00	\$3,792.21	\$26,545.47	\$3,400.00	\$23,800.00
Total Base Bid					\$8,010,116.58		\$8,054,470.61		\$9,189,862.04	

Alternate Bid No. 1 - Taxiway A Reconstruction					Reede Construction, Inc. Aberdeen, SD		Knife River Midwest, LLC Sioux City, IA		Dulock, Inc. Prinsburg, MN	
Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A1-1	P-152	Unclassified Excavation	6,797	CuYd	\$5.00	\$33,985.00	\$2.79	\$18,963.63	\$3.00	\$20,391.00
A1-2	P-152	Disposal of Excess Material	5,073	CuYd	\$4.00	\$20,292.00	\$0.84	\$4,261.32	\$1.50	\$7,609.50
A1-3	P-154 (MOD)	Subbase Course	3,766.0	Ton	\$18.00	\$67,788.00	\$15.06	\$56,715.96	\$15.50	\$58,373.00
A1-4	P-209 (MOD)	Crushed Aggregate Base Course	2,553.0	Ton	\$35.00	\$89,355.00	\$25.65	\$65,484.45	\$26.00	\$66,378.00
A1-5	P-501	12" PCC Pavement	7,496	SqYd	\$70.00	\$524,320.00	\$79.66	\$597,131.36	\$70.00	\$524,720.00
A1-6	P-501	Reinforcement for Odd Shaped Panels	128	SqYd	\$25.00	\$3,200.00	\$128.30	\$16,422.40	\$15.00	\$1,920.00
A1-7	P-605	Silicone Joint Sealing Filler	6,511	Lt	\$2.00	\$13,022.00	\$1.84	\$11,980.24	\$1.51	\$9,831.61
A1-8	P-605	Silicone Joint Sealing Filler w/Expansion Board	152	Lt	\$3.00	\$456.00	\$3.35	\$509.20	\$2.65	\$402.80
A1-9	P-620	Runway and Taxiway Painting	1	L.S.	\$20,000.00	\$20,000.00	\$10,806.69	\$10,806.69	\$3,000.00	\$3,000.00
A1-10	D-705 (MOD)	6" Perforated Underdrain	2,800	Ft	\$10.00	\$28,000.00	\$9.34	\$26,152.00	\$9.00	\$25,200.00
A1-11	D-705 (MOD)	Connect to Existing Underdrain	2	Each	\$325.00	\$650.00	\$328.55	\$657.10	\$305.00	\$610.00
A1-12	D-751	48" Underdrain Manhole	6	Each	\$3,500.00	\$21,000.00	\$2,764.21	\$16,585.26	\$2,000.00	\$12,000.00
A1-13	T-901	Seeding and Fertilizing	1.0	Acre	\$900.00	\$900.00	\$808.64	\$808.64	\$825.00	\$825.00
A1-14	T-905	Topsailing	370	CuYd	\$4.00	\$1,480.00	\$3.35	\$1,239.50	\$2.60	\$962.00
A1-15	SP-1	Mix and Salvage Asphalt Pavement/Base Materials (18" Nominal Depth)	6,515	SqYd	\$4.00	\$26,060.00	\$3.57	\$23,258.55	\$3.65	\$36,809.75
A1-16	SP-1	Mix, Place, and Compact Salvaged Material (14" Nominal Depth)	2,101	SqYd	\$3.00	\$6,303.00	\$2.73	\$5,735.73	\$2.70	\$5,672.70
A1-17	SP-1	Mix, Place, and Compact Salvaged Material (18" Nominal Depth)	5,558	SqYd	\$3.00	\$16,674.00	\$2.73	\$15,173.34	\$3.00	\$16,674.00
A1-18	SP-3	Geotextile Separator Fabric	8,103	SqYd	\$2.00	\$16,206.00	\$1.12	\$9,075.36	\$1.30	\$10,533.90
A1-19	Plans	High Flow Silt Fence	775	Ft	\$4.00	\$3,100.00	\$3.90	\$3,022.50	\$3.25	\$2,518.75
Total Alternate Bid No. 1					\$893,191.00		\$883,983.23		\$804,432.01	
Total Base Bid plus Alternate Bid No. 1					\$8,903,307.58		\$8,938,453.84		\$9,914,294.05	

Alternate Bid No. 2 - Preformed Thermoplastic Markings					Reede Construction, Inc. Aberdeen, SD		Knife River Midwest, LLC Sioux City, IA		Dulock, Inc. Prinsburg, MN	
Item #	Spec #	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A2-1	P-620	Preformed Thermoplastic Markings (RHP, ETCL, SPHPS)	1	L.S.	\$150,000.00	\$150,000.00	\$151,860.35	\$151,860.35	\$137,000.00	\$137,000.00
Total Alternate Bid No. 2					\$150,000.00		\$151,860.35		\$137,000.00	
Total Base Bid plus Alternate Bid No. 2					\$8,149,116.58		\$8,194,402.23		\$9,243,862.04	
Total Base Bid plus Alternate Bid No. 1 and Alternate Bid No. 2					\$9,042,307.58		\$9,078,388.46		\$10,048,294.85	

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

PROJECT ENGINEER: Michael A. Smith DATE: 6-29-2016

CITY USE ONLY

Agreement No. _____	P.O. No. _____	Attorney _____	Code _____
CIP No. _____	Project _____	Finance _____	
Dept. No./MOU _____	Amount _____	City Engineer _____	

**CONSULTING AGREEMENT
CITY OF WATERTOWN – ICE SHEETS BUILDING PROJECT**

THIS CONSULTING AGREEMENT (the "Agreement") is effective as of August 23, 2016 ("Effective Date"), by and between the CITY of Watertown, South Dakota ("CITY"), and THE TEGRA GROUP, INC. ("TEGRA"), a Minnesota Corporation.

RECITALS

- A. CITY desires to engage TEGRA to perform certain consulting services.
- B. TEGRA desires to perform certain consulting services for CITY upon the terms and subject to the conditions set forth herein.

TERMS AND CONDITIONS

In consideration of the premises and the mutual covenants, hereinafter set forth, the parties agree as follows:

1. Consulting Services of TEGRA. CITY hereby engages TEGRA as a consultant to provide advisory services for the proposed Watertown Ice Sheets Building Project, which will be located in Watertown, South Dakota.

The CITY will assign various responsibilities to TEGRA during the project. In general, assignment of tasks and responsibilities shall be as defined in Exhibit A to this Agreement; however, both parties agree to work together to refine the specific tasks as the project develops.

A. TEGRA will report to the Ice Sheets Building Project Manager unless otherwise directed in writing by an authorized representative of CITY.

B. To the extent any of the terms and provisions of this Agreement are inconsistent with any prior proposal or other communications, written or oral regarding the Services under this agreement, the terms of this Agreement shall control. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

2. Personnel. TEGRA agrees to assign Nate Pearson, Director to this Project and will not substitute assigned personnel without CITY's written approval.

4. Term and Termination. This Agreement shall commence on the Effective Date of this agreement and shall remain in effect until the Guaranteed Maximum Price is established for the project or termination by either party provided, however, if not earlier terminated, the Agreement will expire on May 1, 2017. In the event the Services are needed after the expiration date, this Agreement shall be modified to reflect mutually agreed to compensation. CITY may terminate TEGRA without cause anytime during the project with responsibility for compensating TEGRA for the time and expenses incurred through the date of termination. TEGRA may terminate this agreement at any time without cause or if payment of sums properly due are not paid within 30 days. CITY shall not be liable for, nor shall TEGRA be required to perform, any services after the effective date of termination, unless the parties mutually agree.

5. Payment. For the scope of services noted by Exhibit A, CITY shall pay TEGRA for the Services on a fixed fee basis of \$45,500 payable at \$6,500 per month, beginning August 23, 2016, through the month the Construction Manager at Risk Guaranteed Maximum Price ("GMP") is established. The balance of the fee, if any, shall be payable at the time of an executed GMP amendment to the Construction Manager at Risk contract.

TEGRA will invoice CITY each month for time incurred the previous month beginning October 1, 2016. These payment terms are subject to termination provisions listed above. The parties may in writing make changes within the general scope of this Agreement in the work and services to be performed by TEGRA. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary shall be paid for as extra work. Extra work as authorized by the City shall be paid separately and be in addition to the consideration of this Section.

6. Expense Reimbursement. TEGRA will seek reimbursement for routine out-of-pocket expenses such as lodging, food, travel, and/or mileage reimbursement (mileage rate as published by Internal Revenue Service) printing, copying, and reproductions. Reimbursable expenses will be invoiced monthly. TEGRA to submit receipts or supporting backup for each requested reimbursement.

7. Method of Payment. Payments will be processed on a monthly basis upon the City's receipt of the invoice prepared by TEGRA. Invoices shall be in TEGRA's standard format and must be accompanied by the City's standard payment request form.

8. Consultant Status. TEGRA, its employees, independent contractors, and agents, are not and shall not be construed to be employees of CITY. Neither TEGRA nor any of its employees, independent contractors, agents, or other personnel are authorized to enter into contracts or agreements on behalf of CITY or otherwise create obligations of CITY to third parties. TEGRA's Services are advisory in nature. While Services may involve the review of the work product of architectural, engineering, design, construction, legal, and other professional services providers, TEGRA is not engaged to provide such professional services. Rather TEGRA is engaged to provide coordination, project leadership, review, and commentary to the best of its abilities, experience, and skills. Therefore, CITY agrees to indemnify and hold TEGRA harmless against any and all claim, loss, damage, liability,

demand, suit, and expenses, including reasonable attorneys' fees assessed or awarded that may be incurred by TEGRA as a result of third-party claims brought against TEGRA, excluding any claims by CITY against TEGRA for breach of any express provision of this Agreement. Remedies for any such breaches are agreed to be limited to actual contract damages, not to exceed the amount of insurance coverage as set forth in paragraph 9 below.

9. Insurance. TEGRA shall be solely responsible for taking out and maintaining, at its own expense (i) workers' compensation insurance; (ii) employer's liability insurance; (iii) comprehensive general liability insurance, including contractual liability coverage; (iv) comprehensive automobile liability insurance coverage for bodily injury and property damage liability for all owned, nonowned, hired, and rented automotive equipment; and (v) excess liability umbrella insurance in an amount customary for consultants on projects of the size and complexity of this project.

10. Hold Harmless. TEGRA agrees to indemnify and hold the City harmless from claims or liability including attorneys' fees arising out of the consulting services furnished under the Agreement providing such claims or liability are the result of a negligent or intentional act, error, or omission of TEGRA and/or its employees/agents arising out of the consulting services described in the Agreement.

11. Funds Appropriation. If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this Agreement, this Agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of TEGRA, its successors or assignees, for any further payments.

12. Jurisdiction. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the state of South Dakota without regard to its choice of law provisions. The parties expressly consent and agree to the exclusive jurisdiction and venue of any state or federal court located within Codington County, South Dakota, for all purposes in connection with any suit between the parties arising out of or relating to this Agreement.

13. Audit. The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic, or other) relating or pertaining to this Agreement (including any and all documents and other materials in whatever form they may be kept, which support or underlie those books and records) kept by or under the control of TEGRA, including but not limited to those kept by TEGRA, its employees, agents, assigns, successors, and subcontractors. TEGRA shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Agreement and for at least three years following the completion of this Agreement including all renewals thereof. The books and records, together with the supporting or underlying documents and materials, shall be made available, upon request, to the City, through its employees, agents, representatives, contractors, or other designees, during normal business hours at TEGRA's office or place of business.

This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by state, City, or federal statute,

ordinance, regulation, or agreement, whether those rights, powers, or obligations are expressed or implied.

14. Freely Entering into Agreement. The parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have had an opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.

15. Severability. In the event that any part of this Agreement is ruled by any court to be invalid or unenforceable, then this Agreement shall be automatically modified to eliminate that part which is affected thereby. The remainder of this Agreement shall remain in full force and effect.

16. Assignability. This Agreement shall not be transferred or assigned, in whole or in part, by TEGRA without the prior written consent of CITY and any transfer or assignment without such consent shall be void.

17. Notices. Any notice or consent required or permitted hereunder shall be in writing, and shall be signed by the party giving the same, and may be given either by delivering the same to such party personally or by mailing the notice by United States certified or registered mail, postage- prepaid, via overnight courier or facsimile transmission to the addresses shown below as part of this Section 17, and will be deemed received: (i) as of the day following deposit with an overnight courier, charges prepaid; (ii) as of the day of receipt if deposited in first-class certified or registered U.S. mail, charges prepaid, return receipt requested; (iii) the next business day of recipient following delivery by confirmed facsimile; or (iv) as of the day of receipt of hand delivery, accepted in writing by the recipient to:

City of Watertown
Attention: Mayor Thorson
23 2nd St. NE
P.O. Box 910
Watertown, SD 57201

The TEGRA Group, Inc.
Attention: Nate Pearson
801 Nicollet Mall, Suite 1850
Minneapolis, MN 55402

The names and addresses for notifications given pursuant to this Agreement may be changed by means of a written notice given to the other party at least five (5) days prior to the effective date of such change.

18. Reports and Schedules Property of City. The reports, schedules, models, budgets, and other documents prepared or assembled by TEGRA, and all information contained therein, will be deemed by the parties to be done as works made for hire. TEGRA hereby assigns to the City all right, title, and interest in and to all reports, schedules, models,

budgets and other documents, and all information contained herein, prepared and assembled by TEGRA in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be executed as of the date first above written.

CITY OF Watertown

THE TEGRA GROUP

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ATTEST:

City Clerk

Exhibit A

City of Watertown – Ice Sheets Building Project Detailed Scope of Services

PRE-CONSTRUCTION

- A. **Team Assembly** - Create and oversee the selection process for the project team, designer, construction manager at risk, geotechnical testing, quality assurance testing and observations, surveyor, specialty consultants, commissioning agent, and other service providers as required; Prepare RFPs as needed, review proposal responses, provide comparative analysis of proposals, schedule, organize and facilitate interviews, develop score cards for interviews, and prepare record document of selection for each selection process.
- B. **Contractual Agreements** – Negotiate the business terms of design and construction related contract agreements for the Architect and Construction Manager at Risk (“CMaR”), Interface as needed with project legal advisors to amend contracts and document agreed upon terms and conditions.
- C. **Master Budget Administration** – Assist with the development of a comprehensive project budget; Update and expand the project budget as the program becomes more defined; Develop initial cash flow projections; Advise City on appropriate contingencies during the design phase and at time of the GMP.
- D. **Schedule Management** – Assist with developing master project schedule in conjunction with AE, CMaR and Project Manager; Create an organized and systematic design approval sequence with the AE team to expedite design approvals; Work with AE and CMaR to coordinate schedules for obtaining approvals from the various governmental and regulatory entities; Provide recommendations for targeted dates for specific milestones.
- E. **Design Process Management** – Assist in organizing and managing the design team by performing tasks such as setting up and organizing design meetings, overseeing the development of program, reviewing design and providing experience based recommendations; Direct the AE team to benchmark proposed design with comparable existing similar facilities; Provide general review of drawings and specifications for compliance to Program requirements; Promote day-to-day interaction between the AE and CMaR during the design process so design decisions are presented with corresponding CMaR provided cost estimates; Facilitate value engineering, cost benefit analysis, Monitor AE for compliance with contractual responsibilities.
- F. **Guaranteed Maximum Price (“GMP”)** – Assist in overseeing the CMaR during the design phase for compliance with the pre-construction services per their contract agreement; Facilitate on-going cost input and periodic cost estimates during the design process; Assist AE and CMaR with activities such as additional value engineering; Review the proposed “Cost of the Work” in proposed GMP package and facilitate the coordination of the Construction Documents, AE provided Prose Statement, CMaR’s Assumptions and Clarifications, allowances, bid alternates, and corresponding CMaR provided cost estimate.

COMPENSATION (Hours, Trips, Timing Included)

Provide the scope of services, as outlined in Exhibit A for a fixed fee of \$45,500 payable at \$6,500 per month beginning October 1, 2016 thru March, 2017. The balance of the fee, if any, shall be payable at the time of an executed GMP amendment to the CMaR contract agreement.

- Design Phase from September, 2016 through end of March, 2017.
- Therefore 7 months of Tegra's time
- Trips included: (5) total trips to Watertown to attend critical meeting dates.
 - RFP / Interviews for Designers (1 trip, for interviews)
 - RFP / Interviews for CMAR (1 trip, for interviews)
 - Design Phase Meetings, City / Tegra / Designer / CMAR (3 trips, critical design phase meetings and estimate reviews. Final GMP negotiation included).
- Total Cost without expenses \$45,500. (\$6,500 / month)
- Tegra maintains an advisory role, attending critical meeting dates.
- Watertown runs the design meetings. Tegra reviews the GMP and negotiates final details.

TEGRA will seek reimbursement for routine out-of-pocket expenses such as lodging, food, and mileage reimbursement (mileage rates as published by Internal Revenue Service). Reimbursable expenses will be invoiced monthly. TEGRA to submit receipts or supporting backup for each requested reimbursement.

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING

This ADDNEDUM to the MEMORANDUM OF UNDERSTANDING is being made and entered into between the City of Watertown and Codington County to establish the respective rights of the City of Watertown and Codington County to the annual payment provided for under the revised Memorandum of Agreement between the Sisseton-Wahpeton Sioux Tribe and Codington County and the City of Watertown for Fire, Law Enforcement, Ambulance and Road Services at Dakota Sioux Casino, which was originally made and entered into on March 20, 2012, and amended in September 2013.

It is therefore hereby agreed and understood by the City of Watertown and Codington County that the Two Hundred Twenty-Five Thousand Dollar (\$225,000.00) total annual payment provided for in Paragraph 7 of the Memorandum of Agreement for calendar years 2017 to 2018 is to be remitted in four (4) separate installments that shall be distributed as follows:

- 1. On or about August 1, 2017—Seventy-Five Thousand Dollars (\$75,000) to County; Thirty-Seven Thousand, Five Hundred Dollars (\$37,500) to City;**
- 2. On or about October 15, 2017— Seventy-Five Thousand Dollars (\$75,000) to County; Thirty-Seven Thousand, Five Hundred Dollars (\$37,500) to City;**
- 3. On or about August 1, 2018— Seventy-Five Thousand Dollars (\$75,000) to County; Thirty-Seven Thousand, Five Hundred Dollars (\$37,500) to City;**
- 4. On or about October 15, 2018— Seventy-Five Thousand Dollars (\$75,000) to County; Thirty-Seven Thousand, Five Hundred Dollars (\$37,500) to City;**

And it is also agreed and understood that the Three Hundred Thousand Dollar (\$300,000.00) total annual payment provided for in Paragraph 7 for calendar years 2019 to 2022 is to be remitted in eight (8) separate installments that shall be distributed as follows:

- 5. On or about August 1, 2019—One Hundred Thousand Dollars (\$100,000) to County; Fifty Thousand Dollars (\$50,000) to City;**
- 6. On or about October 15, 2019—One Hundred Thousand Dollars (\$100,000) to County; Fifty Thousand Dollars (\$50,000) to City;**
- 7. On or about August 1, 2020—One Hundred Thousand Dollars (\$100,000) to County; Fifty Thousand Dollars (\$50,000) to City;**
- 8. On or about October 15, 2020—One Hundred Thousand Dollars (\$100,000) to County; Fifty Thousand Dollars (\$50,000) to City;**
- 9. On or about August 1, 2021—One Hundred Thousand Dollars (\$100,000) to County; Fifty Thousand Dollars (\$50,000) to City;**

10. On or about October 15, 2021—One Hundred Thousand Dollars (\$100,000) to County; Fifty Thousand Dollars (\$50,000) to City;

11. On or about August 1, 2022—One Hundred Thousand Dollars (\$100,000) to County; Fifty Thousand Dollars (\$50,000) to City;

12. On or about October 15, 2022—One Hundred Thousand Dollars (\$100,000) to County; Fifty Thousand Dollars (\$50,000) to City.

This Addendum may be revised at any time by written agreement of the parties. Any request of either party to revise this Addendum shall be in writing, and consent to any request shall not be unreasonably withheld by the non-requesting party.

Dated this ___ day of September, 2016.

CITY OF WATERTOWN:

Steve Thorson, Mayor
City of Watertown

ATTEST:

Rochelle M. Ebbers, CPA
Finance Officer
(SEAL)

CODINGTON COUNTY:


Elmer Brinkman, Chairman
Codington County
Board of Commissioners

ATTEST:


Cindy Brugman
County Auditor
(SEAL)

Memorandum of Agreement

Between the Sisseton-Wahpeton Oyate of the Lake Traverse Reservation and Codington County

For Fire, Law Enforcement, Ambulance, and Road Services

This Memorandum of Agreement ("MOA") is made and entered into this ___ day of August, 2013, by and between Codington County (the "County") and the Sisseton-Wahpeton Oyate of the Lake Traverse Reservation (the "Tribe"). This MOA will begin upon its execution and renew on an annual basis as set forth in the 2012 Gaming Compact between the Tribe and South Dakota, and shall supersede all prior agreements and understanding of the parties.

1. PURPOSE

To develop cooperative efforts between the Tribe and County where fire, law enforcement, and road services are provided for the property depicted on Exhibit A, which is incorporated by reference, located in Watertown, Codington County, South Dakota. The property includes, but is not limited to: the Dakota Sioux Casino, various maintenance buildings, parking lot, a convenience store, and other future development.

2. GOAL

The County will assist the Tribe in providing the described services to the employees and patrons of the tribally-owned enterprises located on the property depicted on Exhibit A and subject to the limitations provided in this Memorandum of Agreement.

3. LAW ENFORCEMENT SERVICES

The County agrees to provide law enforcement services to the extent, and in the manner, as follows:

- A. The County will respond to requests for law enforcement services requested by the Tribe in a timely matter. The County shall prepare an incident report for each call responded to by the County, which will be provided to the Tribe in a reasonable time.
- B. The provision of services, the standards of performance, the discipline of the deputies, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in and under the control of the County.
- C. It is agreed that the Sheriff shall have all reasonable and necessary cooperation and assistance from the Tribe, its officers, agents and employees, so as to facilitate the performance of this Agreement.

- D. The Tribe, its officers, and employees shall not be liable for the compensation or indemnification of the Sheriff, or any of his employees, for injuries or sickness arising out of their actions under this MOA. The County hereby agrees to hold harmless the Tribe, its officers, and employees against such claims, whether to person or property.
- E. The Tribe shall incur no liability for the intentional or negligent acts or omissions of the County, or its officers, agents, or employees in enforcing state laws, or from actions by County personnel against persons sentenced or ordered to the custody of the State of South Dakota or the County.

4. FIRE AND AMBULANCE SERVICES

The County will respond to requests for fire and ambulance services. An incident report, which complies with the "Health Insurance Portability and Accountability Act of 1996" (HIPPA), will be prepared by the County for each call and provided to the Tribe in a reasonable time. Further, the County will provide routine fire inspections, in a manner consistent with County policy, when requested by a party designated by the Tribe.

5. ROAD SERVICES

At least one-third of the maximum payment amount listed below shall be maintained and utilized by the County in a fund to be used for construction, repair, and maintenance, including snow removal, of County roads and highways within five (5) miles of Dakota Sioux Casino. The County has discretion over when and where to use the road funds, provided that the County shall meet annually with the Tribe to coordinate provisions of government services to the Tribe.

6. CONDITIONS

Nothing in this MOA (including the exhibit or any amendment) shall expand or limit the legislative, regulatory, or adjudicatory jurisdiction of either party or of the State of South Dakota. This MOA shall not be construed to and does not limit or otherwise affect either party's sovereign powers, including but not limited to either party's sovereign immunity.

7. PAYMENT AND TERM

In consideration for the government services provided in this MOA, the Tribe agrees to pay the County the following maximum amount of annual payments as follows:

- The MOA with the County shall not exceed \$112,500.00 total in calendar year 2013.
- The MOA with the County shall not exceed \$150,000.00 total in calendar year 2014, 2015 and 2016.
- The MOA with the County shall not exceed \$225,000.00 total in calendar year 2017 and 2018.

- The MOA with the County shall not exceed \$300,000.00 total in calendar year 2019, 2020 2021, and 2022.

The parties intend and agree that these amounts constitute an exact amount of compensation to the County for the receipt of the requested government services.

In the event that the Tribe and South Dakota are mistaken about the affects of the Tribe's expansion of gaming, for example, that the substantial increase in slot machines does not result in increased patronage and therefore the need for additional governmental services are not as great as envisioned, the parties agree that the total amount of the MOA should not increase if the gaming revenues at the Dakota Sioux Casino and the Dakota Connection Casino do not equal or exceed the total gaming revenues from those facilities from the prior fiscal year. In the event that gaming revenues at the Dakota Sioux Casino and the Dakota Connection Casino do not equal or exceed the total gaming revenues from those facilities from the prior fiscal year, the Tribe shall pay the same total amount to the County as it paid the preceding calendar year. For purposes of this section the phrase "gaming revenues" is defined as the net win from gaming activities which is the difference between gaming wins and losses, less gaming incentives. The term "fiscal year" is defined as the 12 month period beginning on October 1 of each year and ending on the following September 30.

8. MEETING AND REPORT

The County shall meet annually with the Tribe to coordinate provisions of government services to the Tribe. The County shall provide an annual written report to the Tribe describing the County's provision of the requested government services, which were provided during the previous year.

9. PERFORMANCE

The parties agree to provide written notice of any situation or circumstance which inhibits the purpose or effect of this agreement to the Tribal Chairman and the Chairman of the Codington County Commissioners. Upon receipt of the written notice, the other party shall have 30 days to cure the alleged breach.

Memorandum of Agreement
between the Sisseton-Wahpeton Oyate &
Codington County
Page 4 of 4

Therefore, in accordance with the consideration and obligations set for above, the parties have caused this Agreement to be executed as of the date first written above.

**Sisseton-Wahpeton Oyate
of the Lake Traverse Reservation**

9/17/13
Date

By: Robert Splid
Chairman

Codington County

9-24-2013
Date

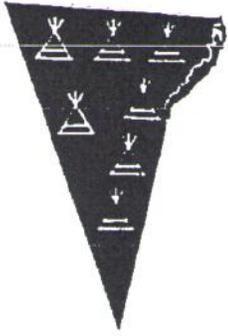
By: Elmer P Brinkman
Elmer Brinkman, Codington County Board
of Commissioners

9-23-13
Date

By: [Signature]
Steve Thorson, Mayor, City of Watertown

ATTEST:
[Signature]
Rochelle M. Ebbers, CPA
Finance Officer
(Seal)

ATTEST:
[Signature]
Cindy Brugman, County
Auditor
(Seal)



Sisseton Wahpeton Oyate

Office of the Tribal Chairman
LAKE TRAVERSE RESERVATION
100 Veterans Memorial Dr. BOX 509
AGENCY VILLAGE, SOUTH DAKOTA 57262-0509
PHONE: (605) 698-3911

September 16, 2013

Stanton Fox, City Attorney
23 Second Street N.E.
Watertown, SD 57201

Re: **Memorandum of Agreement between the Sisseton-Wahpeton Oyate of the Lake Traverse Reservation and Codington County**

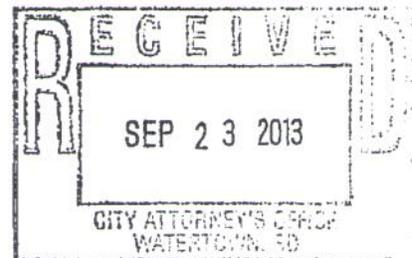
Dear Mr. Fox,

On behalf of the Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, I enclose the Memorandum of Agreement set forth in the Amended Gaming Compact between the Tribe and South Dakota. The MOA is exactly the same as that set forth in the Amended Gaming Compact, except we have added the appropriate signature blocks. Please provide the enclosed documentation to the Codington County Board of Commissioners and the requisite authorities for signature.

As soon as the MOA is signed, the Tribe will send the payment to Codington County. Please provide the Tribe with the original document by return mail to my office. Please let me know if you have any questions or concerns.

Sincerely,

Robert Shepherd
Chairman



WHEREAS, SWO agrees to the scheduled payment and terms with Codington County as follows:

- \$112,500 in calendar year 2013
- \$150,000 in calendar years 2014, 2015, and 2016
- \$225,000 in calendar years 2017 and 2018
- \$300,000 in calendar years 2019, 2020, 2021, and 2022; and,

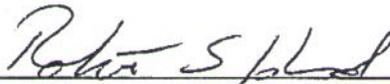
WHEREAS, Codington County agrees to the meeting, reporting, and performance terms with SWO as stated in the agreement.

NOW THEREFORE BE IT RESOLVED, The Executive Committee of the Sisseton-Wahpeton Oyate of the Lake Traverse Reservation hereby approves the terms as stated in the Memorandum of Agreement between the Sisseton-Wahpeton Oyate and Codington County in accordance with the 2012 Gaming Compact with South Dakota.

CERTIFICATION

We, the undersigned duly elected Tribal Chairman and Tribal Secretary of the Sisseton-Wahpeton Oyate Tribal Council, do hereby certify that the above resolution was duly adopted by the Sisseton-Wahpeton Oyate Executive Committee, which is composed of 3 members, of whom 3 constituting a quorum, were present at an Executive Committee meeting, duly noticed, called, convened and held at the TiWakan Tio Tipi, Agency Village, South Dakota, August 27, 2013, by a vote of 2 for, 0 opposed, 0 abstained, 0 absent from vote 1 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 27th day of August 2013.



Robert Shepherd, Tribal Chairman
Sisseton-Wahpeton Oyate

ATTEST:



Robin Quinn, Tribal Secretary
Sisseton-Wahpeton Oyate

Copy to: Codington County
Tribal Chairman's Office



Request for City Council Action

To: Mayor and City Council
From: Rob Beynon, Street Superintendent
Meeting Date: September 6th, 2016
Subject: Consideration of Purchase of 1 New 2011 International Truck Chassis/Cab

Background:

The opportunity to purchase a **NEW** 2011 Truck Chassis/Cab, at a greatly reduced price, has come to my attention. This truck has never been used and comes with **NO** warranty. We can purchase this truck for \$30,000 from North Central International out of Sioux Falls, S.D. which is affiliated with Titan Machinery out of Watertown. This price is \$60,000 below the current pricing.

It would be my intention, if approved, to purchase separately, a box assembly and accessories for this truck. The total cost would be well under our available budgeted amount.

Recommendation:

Purchase 2011 International Truck Chassis/Cab from North Central International for the purchase price of \$30,000 no warranty.

Council Action Requested:

Motion to Approve.

Mayor's Comments:



North Central International, Inc.
3 Somsen St.
New Ulm, MN 56073
P: (800)448-5951
(507)359-9600
F: (507)359-9655

8/26/16

North Central International, Inc.
2825 11th St. E.
Glencoe, MN 55336
P: (800)282-3031
(320)864-8288
F: (320)864-7659

Rob Beynon
City of Watertown
730 Arrow Ave
Watertown, SD 57201

North Central International, Inc.
1955 Howard Drive W.
North Mankato, MN 56003
P: (866)625-2030
(507)625-2030
F: (507)625-7076

Hi Rob,

Thank you for the opportunity to present to you, to purchase, a model year 2011 International series 4400 4x2 straight truck.

North Central International of
Sioux Falls, Inc.
4511 North Cliff Ave
PO Box 84007
Sioux Falls, SD 57118
P: (605)336-3820
F: (605)336-0229

This truck is offered as is, without warranty, as it has expired. The truck has never been sold to a final user, nor has it ever been licensed or registered with any state government. It has approximately 1650 miles on it, just the miles to drive it from the International assembly plant to Watertown.

Fox Brothers of Sanborn
13067 US Hwy 71
Sanborn, MN 56083
P: (800)658-2511
(507)648-3811
F: (507)648-3642

We are offering this truck to the City of Watertown for \$ 30,000. Please find attached with this letter a complete set of specs outlining every component as assembled.

Fox International
2808 4th Ave. W.
Spencer, IA 51301
P: (800)798-7644
(712)262-7644
F: (712)262-7655

If you have any questions, please don't hesitate to contact me.

Thank you,

Olson & Johnson Int'l, Inc.
503 Hwy. 59 N.
Marshall, MN 56258
P: (800)658-2303
(507)532-5718
F: (507)532-3126

Rob Kunz
NCI - Sales

Prepared For:
 CITY OF WATERTOWN
 ROB BEYNON
 Street Department
 Watertown, SD 57201-
 (605)882 - 6207

Presented By:
 NORTH CENTRAL INTL
 Robin Kunz
 4511 NORTH CLIFF
 SIOUX FALLS SD 57104 -
 (605)336-3820

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2011 4400 SBA 4X2 (MA035)

MISSION: Requested GVWR: 37000. Calc. GVWR: 37000
 Calc. Geared Speed: 68.8 MPH

DIMENSION: Wheelbase: 205.00, CA: 137.90, Axle to Frame: 100.00

ENGINE, DIESEL: {MaxxFort 9} EPA 2010, 315 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 315 Peak HP (Max)

TRANSMISSION, AUTOMATIC: {Allison 3000_RDS_P} 4th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

CLUTCH: Omit Item (Clutch & Control)

AXLE, FRONT NON-DRIVING: {Dana Spicer E-1462W} Wide Track, I-Beam Type, 14,000-lb Capacity

AXLE, REAR, SINGLE: {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 6.14

CAB: Conventional

TIRE, FRONT: (2) 12R22.5 Load Range H G661 HSA (GOODYEAR), 484 rev/mile, 75 MPH, All-Position

TIRE, REAR: (4) 12R22.5 Load Range H G282 MSD (GOODYEAR), 481 rev/mile, 68 MPH, Drive

SUSPENSION, RR, SPRING, SINGLE: Vari-Rate; 31,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring

PAINT: Cab schematic 100GA
 Location 1: 9219, Winter White (Std)
 Chassis schematic N/A

<u>Code</u>	<u>Description</u>
MA03500	Base Chassis, Model 4400 SBA 4X2 with 205.00 Wheelbase, 137.90 CA, and 100.00 Axle to Frame.
1CAH	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLK	BUMPER, FRONT Omit Item
1SAL	CROSSMEMBER, REAR, AF (1)
1VZY	SUBSTITUTE BILL OF MATERIAL Inmagusa Frame Rails ILO Metalsa Frame Rails
1WEJ	WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)
2AGC	AXLE, FRONT NON-DRIVING {Dana Spicer E-1462W} Wide Track, I-Beam Type, 14,000-lb Capacity
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3ADD	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; With Shock Absorbers
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4
	<u>Notes</u> : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-LB GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NDC BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 20,000-LB GAWR with Code 04092 BRAKE SYSTEM, AIR and Code 04NCW BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank
	<u>Includes</u> : DRAIN VALVE Mounted in Wet Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) With Automatic Traction Control
4EBD	AIR DRYER {Meritor Wabco System Saver 1200} with Heater
	<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab

<u>Code</u>	<u>Description</u>
4ERC	BRAKE CHAMBERS, SPRING Relocated To Rear Of Rear Axle For Maximum Ground Clearance
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake <u>Includes</u> : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers <u>Notes</u> : Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM. : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity
4VDX	AIR TANK LOCATION (2) Mounted Outside Right Rail, Under Cab, On Step Mounting Brackets
5708	STEERING COLUMN Tilting
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black
5PSM	STEERING GEAR {Sheppard HD94} Power
7BEJ	EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device, Frame Mounted Outside Right Rail Under Cab, Includes Vertical Tail Pipe and Guard
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment <u>Includes</u> : BATTERY BOX Steel : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8540	HORN, ELECTRIC (2) Trumpet Style

<u>Code</u>	<u>Description</u>
8GHC	ALTERNATOR {Leece-Neville LBP2203H} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total
8RJV	RADIO {International} AM/FM Stereo With Weatherband, Clock, Auxiliary Input, Includes Multiple Speakers
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; With 30 Amp Fuse and Relay, Controlled by Ignition Switch
8WBW	JUMP START STUD Remote Mounted <u>Includes</u> : JUMP START STUD Mounted to Battery Box
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated
8WGG	BATTERY BOX Steel, With Aluminum Cover, 3 Battery Capacity, Mounted Right Side Under Cab Below Frame Mounted Exhaust, Provides Clean CA
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAY	FRONT END Tilting, Fiberglass, With Three Piece Construction
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GA"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12712	OIL FILTER, ENGINE {Hudgins Model 960 Spinner}
12959	BLOCK HEATER, ENGINE {Phillips} 120V/1250W

<u>Code</u>	<u>Description</u>
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12NUV	ENGINE, DIESEL {MaxxForce 9} EPA 2010, 315 HP @ 2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 315 Peak HP (Max)
	<u>Notes</u> : Recommend Code 12THT when using front mount obstructions (winches, cones, reels, etc.) that restrict air flow through the radiator.
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On
	<u>Includes</u> : FAN Nylon
12UAU	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, with 373 SqIn CAC, with 369 SqIn LTR, with In-Tank Transmission Oil Cooler
12UXE	FEDERAL EMISSIONS for 2010; MaxxForce 9 & 10 Engines
12VBR	AIR CLEANER With Service Protection Element
	<u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel
12VZA	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce and Navistar post 2007 Emissions Electronic Engines
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations
13AMB	TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 4th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
13WBN	TRANSMISSION SHIFT CONTROL {Allison} T-Bar Type; for Allison 3000 & 4000 Transmission
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYK	SHIFT CONTROL PARAMETERS Allison Load Based Shift Schedules (LBSS)
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 6.14
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance
14VAJ	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 31,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
15SGG	FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 19" Deep, 70 U.S. Gal., 265 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab
	<u>Notes</u> : N/A with 19.5" Tires
16030	CAB Conventional

<u>Code</u>	<u>Description</u>
	<u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English With English Electronic Speedometer
	<u>Includes</u> : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
16HGH	GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust
	<u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16RXP	SEAT, PASSENGER {National 2000} Air-Suspension, High Back With Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment, Dual Shocks
	<u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16SDU	MIRRORS (2) {Lang Mekra} Styled; Rectangular, Power Both Sides, Thermostatically Controlled Heated Heads, Clearance Lights LED, Bright Finish Heads & Brackets, Breakaway Type, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing
16VBW	CAB MOUNTING HEIGHT EFFECTS Mid Cab in Lieu of Low Cab Mounting Height (Approx. 4") for Increased Cooling System Requirements
16VCC	SEAT BELT All Orange; 1 to 3
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster
	<u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKY	HVAC FRESH AIR FILTER
16WRZ	CAB INTERIOR TRIM Premium

<u>Code</u>	<u>Description</u>
	<u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CAB SOUND INSULATION Includes Dash and Engine Cover Insulators : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets, CB Radio Pocket, Speakers, and Reading Lights : COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side : DOOR TRIM PANELS with Cloth Insert on Bolster Driver and Passenger Doors : FLOOR COVERING Rubber, Black : GAUGE, TEMPERATURE, AMBIENT Includes Wiring and Sensor With Display Unit Mounted in Cluster : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (2) Molded Plastic (Carpet Texture), Full-Length; Driver and Passenger Doors : SUN VISOR (3) Padded Vinyl: 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16WSK	CAB REAR SUSPENSION Air Bag Type
27DMB	WHEELS, FRONT DISC; 22.5x8.25 Rims, Non-Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs <u>Notes</u> : Aluminum Wheels not Painted or Coated : COMPATIBLE TIRE SIZES: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5
28DMB	WHEELS, REAR DUAL DISC; 22.5x8.25 Rims, Non-Polished Aluminum, 10-Stud 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs <u>Notes</u> : Aluminum Wheels not Painted or Coated : COMPATIBLE TIRE SIZES: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5
29594	WHEEL SEALS, FRONT {Stemco Guardian} Oil Lubricated Wheel Bearings
29WLA	WHEEL BEARING, FRONT, LUBE {EmGard 50W} Synthetic Oil
40024	WARRANTY Medium Duty Standard 24 Month
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)
60ABC	BDY INTG, REMOTE START/STOP To Start and Stop Vehicle Engine
60ABE	BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, With Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)
60AJD	BDY INTG, INDICATOR LIGHTS (2) 1 for Boom Out of Stow, 1 for Outriggers Deployed, Includes Audible Alarm and Interlock to Parking Brake, Programmable Mode for Various Switch Actions (requires 2 Remote Power Module inputs)
60AJH	BDY INTG, THROTTLE CONTROL for Dual Function Input, for Utility Applications, Remote Throttle Control When Engine is Running, & Activating Output for Emergency Power When the Engine is Not Engaged; Useable Only When Vehicle is Stopped and Park Brake is Applied(requires 1 Remote Power Module input & output)
7382158105	(4) TIRE, REAR 12R22.5 Load Range H G282 MSD (GOODYEAR), 481 rev/mile, 68 MPH, Drive
7382158107	(2) TIRE, FRONT 12R22.5 Load Range H G661 HSA (GOODYEAR), 484 rev/mile, 75 MPH, All-Position
OBD001	TURN SIGNALS, FRONT .

Code

Description

Cab schematic 100GA

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$30,000.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

Request for City Council Action

To: Mayor and City Council
From: Rob Beynon, Street Superintendent
Meeting Date: September 6th, 2016
Subject: Consideration of Purchase of 2 Dump Trucks from I-State Truck Center

Background:

Dakota Dunes Community Improvement District opened bids for a new dump truck with accessories on March 21st, 2016. The bids received were competitive. The specifications of the truck and accessories meet our minimum specifications. The winning bidder was I-State Truck Center out of Sioux Falls, South Dakota at a total price of \$142,965 per unit. This price includes truck chassis/cab, dump box, sander box, plow assembly and all components required by spec.

The request for 2 dump trucks with accessories at a total price of \$285,930 is well within our budgeted amount.

Recommendation:

Enter into an agreement with I-State Truck Center for the purchase of 2 dump trucks with dump boxes, sander boxes and plow assemblies for the total price of \$285,930.

Council Action Requested:

Motion to Approve.

Mayor's Comments:

DAKOTA DUNES COMMUNITY IMPROVEMENT DISTRICT
 BOARD OF SUPERVISORS REGULAR MEETING
 MARCH 21, 2016 - 7:00 P.M.
 335 SIOUX POINT ROAD, SUITE 200

MINUTES

The Board of Supervisors met in a regular session on March 21, 2016, at 7:00 p.m., at 335 Sioux Point Road, Suite 200. Members present were: Messrs. Anderson, Kimmel, and Melstad. Members not present were: Mr. Beaulieu and Ms. Grijalva. Also present was: Mr. Jesse, of Cray Law Firm, counsel for the CID and Stu Betsworth and Dennis Minor of Cornhusker International. Employees present were: Dooley and Hoffman.

1. APPROVAL OF FEBRUARY 15, 2016 REGULAR MEETING MINUTES

A motion was made by Mr. Anderson and seconded by Mr. Kimmel to approve the minutes of the February 15, 2016 regular meeting.

Motion passed 3-0.

2. TREASURER/FINANCIAL REPORT

A motion was made by Mr. Kimmel and seconded by Mr. Anderson to approve the February 2016 financial statements and the vouchers payable in the amount of \$175,871.57.

Motion passed 3-0.

3. BUSINESS

- AWARD OF TRUCK, DUMP BOX, SAND SPREADER AND PLOW BIDS

Truck Vendor	Truck Type	Equipment Vendor	Package Price	Difference from Low Bid
Cornhusker	International	Northern	\$138,854	Low Bid
I-State	Freightliner	Northern	\$139,042	\$188
I-State	Freightliner	Steffan	\$142,734	\$3,880
Cornhusker	International	Steffan	\$142,790	\$3,936
I-State	Freightliner	Sanitation	\$142,965	\$4,111 Lowest Responsive Bid
Cornhusker	International	Sanitation	\$142,977	\$4,123
Peterbuilt of SC	Peterbuilt	Northern	\$145,935	\$7,081
SC Truck & Trailer	Kenworth	Steffan	\$147,478	\$8,624
Peterbuilt of SC	Peterbuilt	Steffan	\$149,627	\$10,773

- AWARD OF TRUCK, DUMP BOX, SAND SPREADER AND PLOW BIDS CONTINUED

Following extensive discussion, including input from Stu Betsworth and Dennis Minor of Cornhusker International, a motion was made by Mr. Kimmel and seconded by Mr. Anderson to award the bid to I-State, in the amount of \$142,965, the lowest responsive bid.

Motion passed 3-0.

- CLEAR WELL EXPANSION AND ADDITIONAL HIGH SERVICE PUMP PROJECT PAY REQUEST #7

A motion was made by Mr. Anderson and seconded by Mr. Kimmel to approve pay request #7, to Building Crafts Inc., in the amount of \$144,621.66 for the Clear Well Project.

Motion passed 3-0.

- SRF LOAN DRAW FOR PAY REQUEST #7

A motion was made by Mr. Kimmel and seconded by Mr. Anderson to authorize loan draw #7 on the SRF loan, for the Clear Well Project, in the amount of \$148,799.00, to cover the cost of Pay Request #7 with Building Crafts Inc., and construction engineering as presented.

Motion passed 3-0.

- CHANGE ORDER #1 – CLEAR WELL EXPANSION AND ADDITIONAL HIGH SERVICE PUMP PROJECT

Following discussion, a motion was made by Mr. Kimmel and seconded by Mr. Anderson to approve Change Order #1, contingent upon approval by South Dakota Department of Environment and Natural Resources, with Building Crafts, Inc., for the Clear Well Project.

Motion passed 3-0.

- ORDINANCE 2016-01 AN ORDINANCE AMENDING CHAPTER 3 BUILDING: ARTICLE II. BUILDING CODE, SECTION 3-19 – FIRST READING

A motion was made by Mr. Anderson and seconded by Mr. Kimmel to approve the first reading of Ordinance 2016-01.

Motion passed 3-0.



2901 W. 60th Street North • Sioux Falls, SD 57107 • 605-336-2995

Regarding the attached bid from Dakota Dunes Community Improvement Dist.

Bid date March 21, 2016 – 7:00 P.M.

I-State Truck Center agrees to honor the chassis pricing for the attached bid from Dakota Dunes to any municipalities that would like to purchase (piggyback) off of this bid. I-State Truck Center agrees to honor the chassis pricing through the end of 2016 or until future price increases restrict us from do so.

A handwritten signature in black ink, appearing to read "Stacy Häberer", is written over a horizontal line.

Stacy Häberer | General Sales Manager | **I-State Truck Center**

2901 W. 60th St. N | Sioux Falls, SD 57101

P: 605-336-2995 | F: 605-336-2999 | C: 605-359-2387

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Item #22- Project 1608 Change Order

Request for City Council Action

TO: Mayor and City Council
FROM: Shane Waterman, P.E., City Engineer *SLW*
MEETING DATE: September 6, 2016
SUBJECT: **Consideration of Change Order No.1 for Sanitary Sewer Replacement Project #1608**

Background: On February 23, 2016 five bids were received for the Sanitary Sewer Replacement Project #1608. J & J Earthworks of Milbank had the low bid of \$489,050.63, which was 16% higher than the Engineer's Estimate of \$420,349.10. The other four bids ranged from \$501,450.30 to \$548,427.00. A contract was awarded to J & J Earthworks at the March 7, 2016 Council meeting.

The project includes approximately 2,200 feet of 8 to 10 inch sanitary sewer main, 10 manholes, service connections and surface restoration. Approximately 6,600 square yards of the surfacing was scheduled for mill and overlay and will be funded by the Street Department in the amount of \$145,000, with the remaining \$344,028.63 to come from the Sewer Department. Although the Sewer budget was only \$325,000, adequate funds are available in both departments to cover the costs. Engineering Staff received notification from the Wastewater and Street Departments recommending we award the project to J & J Earthwork.

While excavating the southern portion of 3rd Street SE the Contractor found a conflict between the sanitary sewer main and the watermain in the intersection of Kemp Avenue. The appropriate solution was to lower the watermain below the gravity sewer main. The negotiated price for lowering the watermain is \$4,750 lump sum for all fittings, pipe materials and labor.

Change Order No. 1 includes a total of \$4,750 of work and would increase the total project cost to \$493,800.63. Although the Sewer budget was only \$325,000, adequate funds are available to cover the costs. Engineering Staff received notification from the Wastewater Department recommending we proceed with the additional work.

Recommendation: Engineering Staff recommends the award of Change Order No.1 in the amount of \$4,750.

Council Action Requested: Motion to Approve.

CONSTRUCTION CHANGE ORDER NO. 1

Date: August 25, 2016

Project: 2016 SANITARY SEWER REPLACEMENTS
PROJECT 1608

Contract For: Sanitary Sewer Improvements

Contract Date: March 7, 2016

Contractor: J&J Earthworks, Inc.

YOU ARE HEREBY DIRECTED TO MAKE CHANGES IN THE SUBJECT CONTRACT AS DESCRIBED BELOW:

For the City of Watertown

Mayor: _____
Mayor Steve Thorson

Date: _____

Nature of Changes: Lower 10" Water Main @ 3rd St & East Kemp

These Changes result in the following adjustment of Contract Price and Time:

Contract Price Prior to This Change Order	\$ 489,050.63
Net INCREASE in Price Resulting from this Change Order	\$ 4,750.00
Current Contract Price Including This Change Order	\$ 493,800.63
Contract Time Prior to This Change Order	September 30, 2016
Net INCREASE in Time Resulting from this Change Order	0 days
Current Contract Time Including This Change Order	September 30, 2016

APPROVAL OF CHANGE ORDER

City Engineer: Shane Waterman
Shane Waterman, PE

Date: 8-28-16

ACCEPTANCE OF CHANGE ORDER

This Change Order is hereby acknowledged and accepted for J&J Earthworks, Inc.

By: J. Anderson
Name: Jamie Anderson
Title: Vice President

Date: 8/25/16



J&J
EARTHWORKS, INC
 1828 S. MADISON ST.
 MT. PLEASANT, MO 65558
 636-432-7956

Estimate

Date	Estimate #
8/25/2016	207

Name / Address
City of Watertown

Project

Description	Qty	Rate	Total
Lower 10" Water Main (3rd St & East Kemp)	1	4,750.00	4,750.00
Lower Water Main On Sewer Project			

Subtotal	\$4,750.00
Sales Tax (0.0%)	\$0.00
Total	\$4,750.00

Request for City Council Action

TO: Mayor and City Council
FROM: Shane Waterman, P.E., City Engineer *SLW*
MEETING DATE: September 6, 2016
SUBJECT: **Consideration of Change Order No.1 for Koch Complex/Extension Center Parking Lot Reconstruction Project #1609**

Background: On April 8, 2016 two (2) bids were received for the Koch Complex/Extension Center Parking Lot Reconstruction Project #1609. Clausen Construction, Inc. of Watertown had the low bid of \$235,670.50, which was 15% lower than the Engineer's Estimate of \$277,296.00. A contract was awarded to Clausen Construction, Inc. at the April 18, 2016 Council meeting.

The project includes approximately 5,620 S.Y. of reconstruction on the southern portion of the complex parking lot. On the northern portion of the parking lot approximately 2,600 S.Y. of pavement is scheduled for removal for drainage and pot-hole repairs. Upon completion of the patching work the northern portion (12,750 S.Y.) of the lot will receive 1.5" thick asphalt pavement overlay. Approximately \$118,941.90 of the work will be funded by Codington County with the remaining \$116,728.60 to come from the Watertown Street Department budget.

While excavating the southern portion of the project it was noted the subgrade immediately below the proposed granular base material was saturated by moisture and showed evidence of pumping when the construction equipment passed over it. City Staff discussed the material with the Contractor to find potential solutions. It was decided that the Contractor would proceed with the excavation of the area, then dry it by disking and rolling the material during their operations. We also discussed the installation of a geotextile fabric over the subgrade prior to placement of the scheduled granular base material. The negotiated price for the geotextile fabric is \$2.00/ sq. yd. The estimated quantity of fabric is 5,693 S.Y. for a cost of \$11,386. City Staff recommends approval of the geotextile fabric to further support the granular base during saturated subgrade conditions.

Change Order No. 1 includes a total of \$11,386 of work and would increase the total project cost to \$247,056.50. A review of the project budget indicates the increased project amount of \$247,056.50 is well within the Engineer's Estimate of \$277,296.00 established for the project.

Recommendation: Engineering Staff recommends the award of Change Order No.1 in the amount of \$11,386.00.

Council Action Requested: Motion to Approve.

CONSTRUCTION CHANGE ORDER NO. 1

Date: August 25, 2016

Project: Koch Complex / Extension Center Parking Lot Improvements
Project #1609

Contract Date: April 18, 2016

Contractor: Clausen Construction Inc.

YOU ARE HEREBY DIRECTED TO MAKE CHANGES IN THE SUBJECT CONTRACT AS DESCRIBED BELOW:

For the City of Watertown

Mayor: _____ Date: _____
Mayor Steve Thorson

Nature of Changes: Install 5,693 SY of Woven Geotextile Separator at \$2.00 per square foot under the base course of the south parking lot. **YARD**

These Changes result in the following adjustment of Contract Price and Time:

Contract Price Prior to This Change Order	\$ 235,670.50
Net INCREASE in Price Resulting from this Change Order	\$ 11,386.00
Current Contract Price Including This Change Order	\$ 247,056.50
Contract Time Prior to This Change Order	October 31, 2016
Net INCREASE in Time Resulting from this Change Order	0 days
Current Contract Time Including This Change Order	October 31, 2016

APPROVAL OF CHANGE ORDER

City Engineer: Shane Waterman Date: 8-28-16
Shane Waterman, PE

ACCEPTANCE OF CHANGE ORDER

This Change Order is hereby acknowledged and accepted for Clausen Construction Inc.

By: Klausen Const Date: Aug 25
Name: Kenneth Clausen
Title: Pres.