

# City of Watertown

Proposed City Council Agenda

City Hall, 23 2ND ST NE

Watertown, South Dakota

February 18, 2025, 5:30 PM



Page

## 1. CALL TO ORDER

## 2. PRAYER

## 3. PLEDGE OF ALLEGIANCE

## 4. ROLL CALL

## 5. ACTION TO APPROVE THE AGENDA

## 6. OPEN FORUM

## 7. CONSENT AGENDA

- |     |  |         |
|-----|--|---------|
| (a) | Approval of the minutes of the Council meeting held on February 3rd, 2025.<br><a href="#">City Council - Feb 03 2025 - Minutes</a>   | 4 - 9   |
| (b) | Approval of a business license to Timothy Worster d/b/a Yexley Worster Holdings LLC as a Mobile Home Court (\$160.00).<br><a href="#">Yexley Worster Holdings LLC</a>  | 10 - 11 |
| (c) | Application for a Special Event Retail License to Zeus Inc d/b/a Second Street Station for the Pro Pheasants Banquet at the Codington County Extension Building, 1910 W Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn from 4:00 PM on Friday, February 21st, 2025 until 1:00 AM on Saturday, February 22nd, 2025.<br><a href="#">Pro Pheasants Banquet</a> | 12 - 16 |
| (d) | Authorization to declare a 2014 Polaris Sportsman 570 4-Wheeler as surplus property and dispose of as trade-in at Evolution Powersports.<br><a href="#">Surplus - Polaris Sportsman</a>  | 17 - 18 |
| (e) | Approval of the Equipment Sales Agreement Pursuant to Sourcewell Bid Pricing for a 2024 Skid Steer from Titan Machinery in the Amount of \$69,250 (Sourcewell Contract #011723)<br><a href="#">Equipment Sales Agreement</a>   | 19 - 21 |
| (f) | Authorization for the city Manager to sign a Memorandum of Understanding for Ambulance Service for the Townships of: Dextor, Eden, Elmira, Fuller, Germantown, Graceland, Henry, Kampeska, Kranzburg, Lake, Leola, Pelican, Phipps, Rauville, Richland, Sheridan, and Waverly. Also, the Villages of Florence, Henry, Kranzburg South Shore, and Wallace.<br><a href="#">Ambulance Protection</a>                            | 22 - 25 |



- (g) Authorization for the City Manager to sign a Memorandum of Understanding for Fire Protection Service for the Townships of: Elmira, Kampeska, Kranzburg, Lake, Pelican, Rauville, Richland, and Sheridan. Also, the Village of Kranzburg.  
[Fire Protection](#) 26 - 29
- (h) Authorization for the Interim City Manager to sign contracts for server access for \$500/year with Codington County State's Attorney, Deuel County Sheriff, and Webster Police Department  
[Server Access](#) 30 - 46
- (i) Action by the City Council to Revoke and Rescind the Governance and Ends Policy originally approved at the November 20, 2023 City Council Meeting.  
[Governance and Ends Policy](#) 47 - 68

## 8. PRESENTATIONS & REPORTS

## 9. CONTRACTS & CHANGE ORDERS

- (a) Approval of a 3-Year Facility Use Agreement for the Watertown Stadium between the Watertown School District 14-4 and the City of Watertown.  
[Facility Use Agreement with Watertown School District](#) 69 - 72
- (b) Approval of a 3-Year Watertown Stadium Use Agreement between the City of Watertown and the Watertown Baseball Association.  
[Stadium Use Agreement with Watertown Baseball Association](#) 73 - 76
- (c) Approval of a Lease Purchase Agreement for 45 New Gas Club Cars with accessories and 2 Utility Carryall Vehicles via a Sourcewell Bid to NB Golf Cars in the amount of \$12,076.10 per month for a 4-Year Season Term Lease.  
[Lease Purchase Agreement](#) 77 - 83
- (d) Approval of a Bid Award for the 2025 Neighborhood Street Reconstruction 2nd Avenue NE, Project No. 2504, to DeBoer Construction Inc in the Amount of \$1,156,696.80  
[2025 Neighborhood Street Reconstruction Project](#) 84 - 88
- (e) Approval of Change Order No. 4 adding \$40,000 Contingency Allowance for the Wells Fargo Renovation and Addition for the New City Hall, Project No. 2035, to the Huff Construction Contract for a New Contract Amount of \$4,254,470.00  
[Renovation and Addition for New City Hall, Project No. 2035](#) 89 - 92
- (f) Authorize the Use of the Remaining Furniture, Fixtures and Equipment (FF&E) funds in the City Hall Renovation Budget (Project No. 2035) for the City Hall Elevator Repair, Project No. 2516  
[Use of FFE Funds for the City Hall Elevator Update](#) 93

## 10. ORDINANCE FIRST READINGS

## 11. PUBLIC HEARINGS & SECOND READINGS

- (a) Approval of Resolution No. 25-07 Necessity for Sidewalk Improvements Along 94 - 100



2nd Avenue NE (from N Maple St - 5th St NE) with the 2025 Neighborhood Street Reconstruction Project No. 2504

1. Public Hearing
2. Council Action

[Resolution No. 25-07](#)

## **12. OTHER BUSINESS**

- (a) Authorization for the City to declare land located at 1025 19th Street NE, 101 - 102  
legally described as the S15' of Nineteenth Street Tower Addition, as surplus  
and authorization to sell through sealed bid

[Surplus Land](#)

## **13. CITY COUNCIL MEMBER ANNOUNCEMENTS AND INTRODUCTION OF TOPICS FOR FUTURE DISCUSSION**

## **14. CITY MANAGER REPORT**

## **15. EXECUTIVE SESSION PURSUANT TO SDCL 1-25-2**

## **16. ADJOURNMENT**

Kristen Bobzien  
Chief Financial Officer

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

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



## Watertown City Council Meeting Minutes February 3, 2025

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

Present upon roll call: Alderperson Buhler, Danforth, Jurrens, Peters, Schutte, Tupper and Mayor Holien. Alderperson Buhler absent at approximately 8:02 PM.

Mayor Holien added a Yearly-Update Presentation from Todd Kays of First District Association of Local Governments, which will be the last item on the agenda. Mayor Holien also moved item 9(b): Discussion and Approval of a Recruiting Firm to assist in the recruitment and hiring of a new City Manager to be the first item under Contracts and Change Orders.

Motion by Tupper, seconded by Schutte, to approve the agenda as amended. Items approved as part of the consent agenda: minutes of the Council meeting held on January 21<sup>st</sup>, 2025; minutes of the Joint City Council / Planning Commission meeting held on January 21<sup>st</sup>, 2025; 2025 Bramble Park Zoo Volunteers; a business license to Tyler Skogstad as a Gasfitter (\$75); the transfer Huxley Kimble's Gasfitter License to Southside Plumbing & Heating (\$25); Application for Abatement/Refund of Property Taxes for record# 6339 in the amount of \$378.42 and record # 7297 in the amount of \$1,557.06; authorization for the WPD to accept \$35,250.00 from the Attorney General's Drug Buy Fund to purchase a DART Max Advanced Training Simulator; authorization for Watertown Fire Rescue to accept a Department of Health Grant in the amount of \$45,185 for education of EMS services in South Dakota; approval of bills and payroll and authorization to pay. Motion Carried.

### BILLS:

A & B BUSINESS SOLUTIONS, INC.	SERVICE	651.31	LOCATORS & SUPPLIES, INC.	SUPPLIES	2,439.00
ACTIVE HEATING, INC.	SERVICE	716.24	LYLE SIGNS, INC.	SUPPLIES	540.10
ADAPCO	SUPPLIES	14,918.00	M & T FIRE AND SAFETY	SUPPLIES	96.03
ADVANCE PROFESSIONAL	PARTS	135.37	MACKSTEEL WAREHOUSE INC.	SUPPLIES	1,810.15
ADVANTAGE RV'S & TRAILERS INC.	SUPPLIES	640.00	MAC'S INC.	SUPPLIES	583.56
AMAZON CAPITAL SERVICES	SUPPLIES	5,898.49	MALLOY INDUSTRIAL SERVICES	SUPPLIES	498.23
AMERICAN ENGINEERING TESTING	SUPPLIES	2,692.25	MARCO TECHNOLOGIES, LLC	SERVICE	41.50
ANDOR INC.	SERVICE	18,039.50	MARSH & MCLENNAN AGENCY LLC	DUES	3,507.15
ANGIE LAM	REIMB	108.10	MATHESON TRI-GAS, INC.	RENT	79.50
A-OX WELDING CO, INC.	RENT	71.25	MCMMASTER-CARR	SUPPLIES	50.86
AP AUTO PROS, INC.	SERVICE	5,836.83	MEGAN LAFROMBOISE	REIMB	60.00
ASCAP	DUES	445.00	MENARD'S	SUPPLIES	3,698.60
ASSOCIATED SUPPLY COMPANY	SUPPLIES	8,343.43	MGCSA	DUES	180.00
AT&T MOBILITY	SERVICE	1,779.96	MICHELLE ALEXANDRA VARSAS	REFUND	40.00
AUTO VALUE WATERTOWN	PARTS	1,566.53	MICRO MARKETING ASSOCIATE	SUPPLIES	113.42
AUTOMATIC BUILDING CONTROLS	SERVICE	300.00	MID-STATES ORGANIZED CRIME INFO CTR	DUES	200.00
AXON ENTERPRISE, INC.	SUPPLIES	24,645.59	MIDWEST TAPE	SUPPLIES	140.94
BAKER & TAYLOR	SUPPLIES	3,885.24	MIDWEST TURF & IRRIGATION	EQUIP	84,126.17
BATTERIES UNLIMITED, INC.	SUPPLIES	437.99	MILLBORN SEEDS INC.	SUPPLIES	22,680.00
BEACON ATHLETICS	SUPPLIES	1,803.00	MOBILE DIESEL SERVICE	SERVICE	384.36
BIG SIOUX WATER FESTIVAL	CONTRIBUTION	500.00	MOTION SPORTS AND SAFETY PRODUCTS, INC	SUPPLIES	1,159.00
BILLY DEVRIES	REFUND	45.50	MUNICIPAL UTILITIES	SERVICE	202,187.97
BLACKSTRAP, INC.	SUPPLIES	20,464.89	MY PLACE HOTEL - WATERTOWN, SD	TRAVEL	109.00
BLU SALON + SPA	SUPPLIES	100.00	NAPA CENTRAL	PARTS	2,402.45
BLUEPEAK	SERVICE	10,430.49	NENA	DUES	124.00
BOBS LOCK AND KEY	SUPPLIES	9,021.98	NEW DEAL DEICING	SUPPLIES	5,116.97
BOLDT CONSTRUCTION	SERVICE	937.50	NORTH CENTRAL LABORATORIES	SUPPLIES	641.70
BORNS GROUP	SERVICE	5,472.00	NORTHERN CONSULTING ACTUARIES, INC	SERVICE	3,950.00
BOUND TO STAY BOUND BOOKS, INC.	SUPPLIES	325.86	NORTHERN TRUCK EQUIPMENT CORPORATION	PARTS	314.50
BOUND TREE MEDICAL LLC	SUPPLIES	4,684.48	NPI, LLC	SERVICE	90.27
BUTLER MACHINERY CO INC.	SERVICE	9,110.44	NYBERG'S ACE HARDWARE, INC.	PARTS	332.40



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

CALAMP WIRELESS NETWORKS CORP	PARTS	240.00	OFFICE PEEPS, INC.	SUPPLIES	2,161.39
CANNON ELECTRIC, LLC	SERVICE	341.84	O'REILLY AUTO PARTS	PARTS	65.10
CARRICO LAW PROF. LLC	SERVICE	12,458.00	OVERDRIVE, INC.	SUPPLIES	14,984.44
CASHWAY LUMBER INC.	SUPPLIES	702.70	PEDIATRIC EMERGENCY STANDARDS, INC	SUPPLIES	10,727.27
CENGAGE LEARNING	SUPPLIES	246.32	PENTAIR AQUATIC ECO-SYSTEMS	SUPPLIES	181.53
CENTER POINT LARGE PRINT	SUPPLIES	89.99	PENWORTHY COMPANY	SUPPLIES	99.89
CENTURY BUSINESS PRODUCTS, INC	SERVICE	458.59	PETERBILT OF FARGO	SERVICE	7,010.77
CENTURYLINK	SERVICE	156.65	PICKLEBALL INC.	SUPPLIES	194.08
CHRIS NOELDNER	TRAVEL	368.44	PIZZA RANCH	SUPPLIES	159.84
CINTAS CORPORATION NO. 2	SERVICE	173.07	POLICE PETTY CASH FUND	CASH	66.25
CIVICPLUS	SERVICE	847.05	POMP'S TIRE SERVICE, INC.	SERVICE	2,392.57
CODINGTON CLARK ELECTRIC COOP	SERVICE	268.19	POPHAM CONSTRUCTION, LLC	SERVICE	4,800.00
CODINGTON CO HOCKEY CLUB	REIMB	19,682.87	PRAIRIE LAKES HEALTHCARE	SUPPLIES	540.43
CODINGTON CO REGISTER OF DEEDS	SERVICE	210.00	PRINT EM NOW	SUPPLIES	495.50
CODINGTON CO SEARCH AND RESCUE	CONTRIBUTION	18,000.00	PRO LINE, INC.	SUPPLIES	602.63
CODY BERNS	SERVICE	1,960.00	PRODUCTIVITY PLUS ACCOUNT	PARTS	411.29
COLE PAPERS	SUPPLIES	31.80	RC TECHNOLOGIES, INC	SERVICE	78.20
COMMERCIAL CLEANING SERVICES	SERVICE	13,250.75	RDO EQUIPMENT CO.	SERVICE	3,332.79
CONNECTING POINT, INC.	SERVICE	809.64	RECREATION SUPPLY CO.	SUPPLIES	4,517.00
CONNECTIONS INC EAP	FEES	692.96	REDLINGER BROS INC.	SERVICE	682.04
COUNTY FAIR FOODS	SERVICE	198.95	REILLY REPAIR INC.	SERVICE	103.99
CREATIVE REWARDS & SPECIALTIES	SUPPLIES	735.00	RICE LAKE	CONSTR	386,418.44
CREATIVE VISIONS LANDSCAPE & DESIGN, INC.	SERVICE	3,112.50	ROCKING J ROTISSERIE LLC	SERVICE	1,600.00
CRITTER MART & MORE	SUPPLIES	65.98	RON'S SAW SHOP	PARTS	1,878.11
CULLIGAN	SERVICE	307.75	ROTARY CLUB	DUES	209.00
DACOTAH BANK	DEBT	15,982.25	ROY'S SPORT SHOP INC.	SUPPLIES	3,988.81
DACOTAH PAPER COMPANY	SUPPLIES	508.57	RUNNINGS FARM AND FLEET	SUPPLIES	2,230.79
DAKOTA BUTCHER	SUPPLIES	65.97	SAME DAY EXPRESS, INC.	SERVICE	610.00
DAKOTA ELECTRONICS	SERVICE	330.00	SANFORD HEALTH OCCUPATIONAL MEDICINE	SERVICE	1,722.00
DAKOTA PORTABLE TOILETS, INC.	RENT	165.00	SANFORD USD MEDICAL CENTER	SERVICE	1,200.00
DAKOTAS CHAPTER - ISA	DUES	1,100.00	SANITATION PRODUCTS INC.	SUPPLIES	1,298.36
DANR	DUES	60.00	SCHAEFFER MFG CO.	SUPPLIES	4,573.87
DANR - FISCAL OFFICE	NPDES	25,000.00	SD ANIMAL INDUSTRY BOARD	DUES	100.00
DAWN MANDERY	REIMB	488.60	SD DEPT OF ENV & NATURAL RESOURCES	FEES	3,805.98
DEMCO, INC.	SUPPLIES	1,215.45	SD DEPT OF TRANSPORTATION	GRANT	200,000.00
DEPENDABLE SANITATION INC.	SERVICE	6,265.00	SD PUBLIC ASSURANCE ALLIANCE	SERVICE	6,784.01
DEUTSCH EXCAVATING	SERVICE	9,625.00	SDN COMMUNICATIONS	SERVICE	766.99
DIAMOND VOGEL, INC	SUPPLIES	17.09	SDSU EXTENSION	DUES	120.00
DIRECT DIGITAL CONTROL INC.	SERVICE	270.00	SERVICE PLUS INC.	SERVICE	322.82
DIVISION OF AGRICULTURAL SERVICES	DUES	35.00	SESAC, INC.	DUES	610.00
DUININCK, INC	SUPPLIES	529.20	SHRED-IT	SERVICE	326.67
DYNAMIC ENGINEERING	PARTS	550.00	SIGN PRO	SUPPLIES	117.00
EASTSIDE EQUIPMENT LLC	PARTS	7.80	SIGN SOLUTIONS USA, LLC	SUPPLIES	568.35
ELECTRIC MOTORS & MOORE INC.	SUPPLIES	310.00	SIOUX RURAL WATER SYSTEM	SERVICE	126.10
ELKS LODGE	SERVICE	2,732.10	SIOUX VALLEY COOP	SUPPLIES	44,176.67
EMS MANAGEMENT & CONSULTANTS	SERVICE	3,980.00	SIOUX VALLEY GREENHOUSE	SERVICE	272.00
ENERGY LABORATORIES, INC.	SUPPLIES	150.00	SOUTH DAKOTA STATE TREASURER	UNCLAIMED PROP	1,015.85
ESE IND. INC.	SERVICE	5,646.52	SOUTHWEST MINNESOTA STATE UNIVERSITY	DUES	30.00
FIRST DISTRICT ASSN OF LOCAL GOVTS	SERVICE	45,935.13	SPARTAN MOTORS USA, INC.	SERVICE	1,757.00
FIRST NATIONAL BANK OMAHA	SUPPLIES	21,368.09	STAN HOUSTON EQUIPMENT INC.	RENT	225.00
FLEETPRIDE, INC	PARTS	3,179.36	STAR LAUNDRY & CLEANERS, INC.	SERVICE	738.54
G & R CONTROLS, INC.	SERVICE	4,875.77	STEIN SIGN	SERVICE	578.00
GALL'S INC.	SUPPLIES	12,245.89	STEIN'S INC.	SUPPLIES	359.93
GANNETT MEDIA CORP	SERVICE	1,696.65	STEVE'S WORLD INC.	SERVICE	4,982.99
GANNETT TENNESSEE LOCALIQ	SERVICE	4,810.35	STREICHER'S INC.	SUPPLIES	5,985.00
GEOTEK ENGINEERING	CONSTR	8,767.95	STRYKER SALES CORPORATION	SUPPLIES	80,738.49
GLACIAL LAKES VETERINARY	SERVICE	8,643.48	SUTTON LAWN & SNOW LLC	SERVICE	1,594.00
GOVOS, INC.	DUES	16,879.50	TAX-EXEMPT LEASING CORP	LEASE	108,919.14
GRAINGER	SUPPLIES	1,099.32	TECH LOGIC CORPORATION	SUPPLIES	1,327.00
GRAY CONSTRUCTION	CONSTR	17,000.00	TEGRA GROUP, INC.	CONSTR	15,977.00
GROWMARK, INC.	SUPPLIES	2,301.15	TELEFLEX LLC	SUPPLIES	1,100.00
GUARDIAN ALLIANCE TECHNOLOGIES	SERVICE	102.00	THE FORUM	SUBSCR	341.89
HANNAH HUPPLER	REIMB	37.41	THOMAS EMS	SUPPLIES	735.00
HDR ENGINEERING INC.	CONSTR	71,882.22	THOMSON REUTERS - WEST	SUBSCR	1,264.41
HEIDI SORENSEN	REIMB	38.00	TIM LAFRAMBOISE	SERVICE	3,151.94
HEIMAN, INC.	SUPPLIES	7,187.85	TK ELEVATOR	SERVICE	596.88
HELMS & ASSOCIATES	CONSTR	18,679.97	TODD KAASA	REIMB	33.00
HENRY ROSO	SERVICE	2,400.00	TRANSOURCE TRUCK & EQUIPMENT, INC.	SERVICE	3,878.95
HILLYARD / SIOUX FALLS	SUPPLIES	5,029.74	TRANSUNION RISK AND ALTERNATIVE	SERVICE	75.00
HOBBY LOBBY STORES, INC.	SUPPLIES	47.97	TRAV'S OUTFITTER, INC.	SUPPLIES	569.93
HOWARD VETERINARY CLINIC	SERVICE	52.50	TRITECH SOFTWARE SYSTEMS	SERVICE	101,525.19
HSI EMERGENCY CARE SOLUTIONS	SUPPLIES	111.79	TSP, INC.	CONSTR	2,665.73
HUFF CONSTRUCTION, INC	CONSTR	237,631.54	TWO WAY SOLUTIONS, INC.	SUPPLIES	1,600.75
HUMAN SERVICE AGENCY	CONTRIBUTION	15,800.00	TYLER TECHNOLOGIES, INC.	SERVICE	54,244.50
HY VEE FOOD STORE	SUPPLIES	561.40	UNIQUE MANAGEMENT SERVICES, INC.	SERVICE	63.25



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

IACP	DUES	220.00	US ARMY CORPS OF ENGINEERS	SERVICE	185,000.00
IAPE	DUES	65.00	US BANK NATIONAL ASSOCIATION	RENT	80.00
ISTATE TRUCK CENTER, INC.	SERVICE	592.54	US FOODS - SIOUX FALLS	SUPPLIES	6,181.84
ITC, INC	SERVICE	523.78	USA BLUE BOOK	SUPPLIES	93.95
J & B SCREEN PRINTING INC.	SUPPLIES	200.00	VERIZON WIRELESS	SERVICE	668.06
J H LARSON ELECTRICAL CO.	SUPPLIES	1,157.40	VESSCO	PARTS	670.13
JAMIE FORMANEK	MILEAGE	122.61	VESTIS SERVICES, LLC	SERVICE	129.24
JAYTECH, INC	SERVICE	1,000.00	WAL-MART	SUPPLIES	274.24
JCL - SIOUX FALLS BRANCH	SUPPLIES	257.44	WARNE PLUMBING & HEATING	SERVICE	3,568.63
JEFF'S VACUUM CENTER	SUPPLIES	51.90	WATER KING	SERVICE	333.50
JOHN DEERE FINANCIAL	PARTS	426.53	WATERTOWN AREA CHAMBER OF COMMERCE	SUPPLIES	4,050.00
JOHNSON FITNESS & WELLNESS	SUPPLIES	6,164.50	WATERTOWN BOYS AND GIRLS CLUB	SUBSIDY	22,459.24
JOSH VOLKART	MILEAGE	78.93	WATERTOWN BUSINESS DISTRICT IMPROVEMENT	SUBSIDY	18,265.50
JUNIOR LIBRARY GUILD	SUBSCR	776.16	WATERTOWN CONCRETE PRODUCTS	SUPPLIES	135.60
JURGENS PRINTING INC.	SUPPLIES	5,322.00	WATERTOWN FORD	PARTS	317.24
KAESER AND BLAIR INC.	SUPPLIES	377.69	WTN LAWN & GARDEN & SMALL ENGINE REPAIR	SUPPLIES	1,350.50
KIESLER POLICE SUPPLY, INC.	SUPPLIES	13,832.64	WATERTOWN POLICE DEPARTMENT	INFORMANT FEES	550.00
KIM JOHNSON	SERVICE	225.00	WATERTOWN TRUCK & TRAILER INC	SERVICE	899.74
KIWANIS CLUB	DUES	160.00	WATERTOWN WHOLESALE	SUPPLIES	548.25
KIXX	ADV	500.00	WIESNER CONSTRUCTION, INC	CONSTR	22,091.88
KPHR	ADV	240.00	WILD REPUBLIC	SUPPLIES	138.98
KXLG	ADV	550.00	WITTNEBEL CONSTRUCITON	SERVICE	1,760.21
L & R AUTO ACCESSORIES LLC	PARTS	2,362.00	WORLD INSURANCE ASSOCIATES LLC	SERVICE	6,120.00
L MARQUARDT ELECTRIC INC.	SERVICE	2,510.66	WRIGHT NATIONAL FLOOD INSURANCE CO	SERVICE	1,062.00
LAKE AREA ZOOLOGICAL SOCIETY	REIMB	12,220.35	WW TIRE SERVICE INC.	SERVICE	11,728.84
LANGUAGE LINE SERVICES, INC.	SERVICE	197.01	XTREME FIRE PROTECTION LLC	SERVICE	666.95
LATC/CORP ED	SERVICE	3,650.00	XTREME GARAGE DOOR & GUTTERS	SERVICE	2,551.03
LES MILLS US TRADING, INC.	SERVICE	709.00	ZIEMER LANDSCAPING & LAWN CARE, S&E LLC	SERVICE	575.00
LISA GANGL	REIMB	60.00	ZOO NEW ENGLAND	SERVICE	490.46

### PAYROLL:

	Sal	SS	Pen	Ins		Sal	SS	Pen	Ins
<b>Mayor/CC</b>	10,716.25	632.91	-	-	<b>Cemetery</b>	13,607.56	1,000.51	697.26	1,876.02
<b>City Manager</b>	21,239.53	1,527.55	1,269.57	2,807.09	<b>Animal Cntrl</b>	10,243.13	748.01	609.79	1,876.02
<b>Human Resources</b>	20,725.76	1,482.64	1,236.34	3,611.90	<b>Forestry</b>	22,801.80	1,725.90	1,357.32	3,316.87
<b>Finance</b>	21,690.74	1,513.28	1,296.64	4,906.18	<b>Library</b>	49,395.14	3,586.33	2,736.52	11,868.37
<b>Info Tech</b>	26,124.86	1,925.31	1,557.89	3,887.51	<b>Comm Develop</b>	29,653.73	2,141.18	1,767.22	5,623.39
<b>City Hall</b>	16,714.93	1,266.32	995.70	2,152.93	<b>Park &amp; Rec.</b>	203,029.06	15,024.44	10,176.48	28,611.53
<b>Engineer</b>	47,625.13	3,488.95	2,843.10	6,709.80	<b>PLWC</b>	60,850.88	4,632.02	1,994.13	6,064.99
<b>Police</b>	348,958.75	24,904.25	26,587.74	39,735.68	<b>E-911</b>	79,624.67	5,871.41	4,775.08	11,130.09
<b>Fire</b>	311,827.49	4,450.17	24,554.03	54,009.05	<b>Sewer</b>	84,088.45	6,139.34	5,035.71	13,406.38
<b>Public Works</b>	28,943.21	2,215.32	713.16	1,151.35	<b>Landfill</b>	97,257.76	6,953.90	5,828.28	19,801.37
<b>Street</b>	70,296.80	5,681.61	4,644.98	15,744.50	<b>Airport</b>	39,144.07	2,875.47	2,341.45	5,816.07
<b>Snow Removal</b>	9,309.97	10.73	-	-					
<b>Add'l 8.00 Long</b>	J. Alvarado, K. Ellis, T. Griffith & T. Swenson (Police), D. Axelsen, C. Ordal & M. Sackmann (Fire), T. Weeks (Cemetery), K. Fuerstenau (E911)								
<b>Add'l 8.00 Long</b>	M. Jordan, S. Rasmussen & J. Stricker (Zoo) <b>New Hire PLWC</b> P. Head (16.00/hr), M. Heggelund (13.00/hr) <b>Sal Inc P&amp;R</b> S. Stanton (13.00/hr)								
<b>Salary Inc Mayor</b>	R. Holien, (42,864.64/yr) <b>Salary Inc Council</b> B. Buhler, M. Danforth, L. Jurens, K. Peters, D. Schutte & R. Tupper (14,288.35/yr)								
<b>Salary Inc Police</b>	A. Hansen, T. Maertens, J. Moore, J. Waldner & C. Wollschlager (90.00/mo) <b>Salary Inc E911</b> J. Gregersen (90.00/mo)								
<b>Salary Inc Fire</b>	A. Sebek & C. Robinson (100.00/mo), C. Ordal, Ta. Sittig & D. Axelsen (75.00/mo) A. DeFea, D. Landeen & K. Hollenbeck (50.00/mo)								
<b>Salary Inc Cemetery</b>	D. Sweet (11.50/hr)								

### 2025 MONTHLY SALARY:

K. FRITZ	6,595.33	C. MACK	6,149.87	K. KONRAD	5,409.73
K. BOBZIEN	14,435.20	M. MACK	6,149.87	M. JORDAN	5,269.33
K. STRICHERZ	6,825.87	C. NOELDNER	7,205.47	M. DRAKE-MILLER	5,064.80
J. COLLINS	5,628.13	M. SCHELL	7,063.33	J. GILMAN	5,483.16



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

E. FORREST	4,537.87	D. AXELSEN	5,576.13	A. LAM	4,498.00
B. SPILDE	4,537.87	D. AXELSEN	5,576.13	S. RASMUSSEN	4,409.60
D. NICHOLS	9,642.53	A. DEFEA	5,687.07	T. SIMONTON	4,409.60
S. BRETSCHNEIDER	5,312.67	D. GAMBER	5,576.13	O. WULFF	4,680.00
M. SCHUTTE	5,005.87	T. GORRELL	5,576.13	T. BOLIN	7,997.60
H. VONEYE	14,714.27	K. HAASE	5,359.47	J. DARGATZ	4,238.00
L. MOORE	4,773.60	I. HALL	5,576.13	M. BRANDSRUD	7,389.20
J. PETERSEN	10,817.73	K. HOLLENBECK	5,917.60	N. GEIST	6,149.87
L. AMMANN	7,997.60	J. KJENSTAD	5,253.73	B. LAWRENCE	5,910.67
M. LEWNO	6,560.67	D. LANDEEN	5,687.07	A. STRUWE	6,028.53
K. ENGEN	6,432.40	B. MARLOW II	5,466.93	S. ARBOGAST	4,544.80
C. GERMAN	5,253.73	N. MURPHY	5,576.13	B. COTTEN	4,201.60
C. SPELLMAN	5,848.27	Z. NINKE	5,253.73	B. FORMAN	4,118.40
P. BOYLE	8,259.33	C. ORDAL	5,576.13	T. VARNIS	4,201.60
M. HALLING	6,330.13	Z. ORDAL	5,801.47	D. TAKEN	5,226.21
T. WALLERT	6,205.33	C. RIEFFENBERGER	5,151.47	T. HILLIS	8,157.07
N. WEYH	4,907.07	C. ROBINSON	6,156.80	D. GREENMAN	6,465.33
T. TOOMEY	11,479.87	J. RUBY	5,576.13	J. HEMILLER	6,465.33
R. REMMERS	10,436.40	M. SACKMANN	5,917.60	S. BEKAERT	4,326.40
R. BEAUCHAMP	8,290.53	A. SCHMIDT	5,576.13	C. SUMAN	3,919.07
K. ELLIS	8,626.80	A. SEBEK	5,801.47	S. HOMOLA	3,168.53
S. REHORST	8,626.80	R. SERREYN	5,151.47	R. SADERGASKI	4,201.60
T. BARTHEL	6,718.40	T. SITTIG	5,801.47	T. VANDUSEN	7,361.47
J. BJERKE	6,205.33	D. TRAUFLER	5,576.13	T. BEUTOW	5,009.33
M. HEGG	6,990.53	T. VOHLKEN	5,466.93	M. ELLERBUSCH	4,238.00
B. JOHNSON	7,130.93	B. WIRTJES	5,576.13	K. FUERSTENAU	4,537.87
R. KINNUNEN	6,586.67	C. YURKOVICH	5,359.47	J. GREGERSEN	4,322.93
S. PRICE	6,718.40	R. BEYNON	8,626.80	H. HUPPLER	4,238.00
C. TRUMM	6,084.00	S. PETERSON	3,997.07	C. KARPINSKE	4,322.93
S. ADLER	5,253.73	W. BRANSTETTER	4,409.60	T. RITER	4,537.87
J. ALVARADO	5,628.13	S. BRINKMAN	4,588.13	A. SCHAEFER	5,680.13
A. BEYL	5,359.47	J. DAILEY	4,498.00	L. SCHMIG	4,322.93
B. BLACK	5,628.13	T. EISCHENS	5,421.87	E. SHELSTA	4,238.00
A. BUYSSE	5,359.47	B. GRIEPP	4,409.60	T. WEELBORG	4,238.00
Z. CLINE	5,151.47	J. LANTGEN	4,238.00	T. WOLLAN	4,719.87
C. DEVILLE	5,253.73	J. LINDNER	4,773.60	R. DARI	8,424.00
M. GEIER	5,517.20	T. MOHNING	4,322.93	C. MITCHELL	8,491.70
T. GRIFFITH	6,092.67	A. REIS	4,409.60	L. HOWARD	7,130.93
A. HANSEN	5,253.73	D. SMUNK	4,238.00	B. MILES	6,718.40
J. HARBERTS	5,576.13	K. SMUNK	4,409.60	B. EISCHENS	4,766.67
K. JACOBSON	5,253.73	B. VANDEPOL	4,238.00	A. DAVIS	4,673.07
B. JOHNSTON	5,517.20	T. WEEKS	6,028.53	K. STEINER	4,673.07
K. KOEP	5,151.47	J. WEEKS	5,118.53	A. FOSTER	4,449.47
K. LINGEN	5,628.13	L. MAAG	6,526.00	R. JENNEN	6,350.66
T. MAERTENS	5,801.47	J. BRIST	4,036.93	W. MILLS	4,449.47
A. MATTSO	5,253.73	C. KRIESE	4,456.40	C. PETERSON	4,766.67
J. MOORE	5,253.73	J. MAAG	4,118.40	T. BLOCK	4,449.47
A. NELSON	5,740.80	M. GRUENER	7,812.13	J. DAME	5,695.73
C. PAULSON	5,253.73	L. HINMAN	6,330.13	T. WITTENBERG	4,449.47
K. SCHMELING	5,151.47	S. OVERVAAG	4,813.47	S. DAVIS	9,157.20
V. SEIDELL	5,253.73	B. GRAHAM	4,449.47	J. BOYD	6,526.00
S. SIVERTSON	5,628.13	R. KNUDSON	5,212.13	T. BUSH	6,789.47
C. STRICHERZ	6,156.80	J. VOLKART	4,813.47	R. CLARK	4,322.93
A. VAN OVERBEKE	5,151.47	J. FORMANEK	4,813.47	L. KAASA	4,773.60
J. WALDNER	5,359.47	B. SPROUSE	5,421.87	L. MANDEL	4,322.93
K. WENGLER	5,253.73	B. HANTEN	7,968.13	B. MOELLER	5,484.34
C. WOLLSCHLAGER	5,359.47	R. PETERSON	6,692.40	D. TORSTENSON	4,966.00
C. YURKOVICH	5,253.73	C. HEUER	5,409.73	J. WARD	4,322.93
G. BARTHEL	4,241.47	K. BRANSTETTER	4,409.60	C. BIEVER	5,482.53



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

C. CUTLER	5,165.33	R. TRUPE	4,719.87	D. GIVENS	4,409.60
M. JENSEN	4,777.07	D. RODIEK	10,436.40	M. HOLIDA	4,322.93
T. SWENSON	5,216.53	T. LOWE	4,680.00	J. KALSBECK	4,322.93
C. CHRISTENSON	5,316.13	J. MAAG	6,962.80	C. KOISTINEN	4,238.00
T. INGALLS	4,628.00	R. HEISER	5,855.20	R. NICHOLS	5,269.33
D. ROWLAND	11,479.87	A. MAGEDANZ	5,855.20	J. SIMONTON	5,482.53
S. JONGBLOED	10,436.40	B. MAROTZ	5,220.80	C. WOHLLEBER	4,409.60
G. LANGEROCK	7,968.13	M. HALFADAY	3,640.00	I. MERIWETHER-CHALFANT	7,508.80
A. BLOOM	6,990.53	L. PEARSON	8,486.40	R. MAAG	6,272.93
C. FISCHER	8,626.80	S. SCHUNTER	6,924.67	B. BECK	4,498.00
C. KRUSE	8,290.53	C. BLOCK	4,322.93	T. KAASA	4,498.00
T. MCELHANY	8,626.80	S. RONDELL	4,036.93	T. MAROTZ	4,588.13
A. HEINRICH	6,789.47	S. PLOCHER	7,101.47	D. NICHOLS	4,238.00
J. JORGENSEN	6,656.00	J. STRICKER	6,465.33	T. WITTE	4,326.40

Mayor Holien called for Open Forum. Amanda Culhane, Chair of H20-50, shared a letter from the Committee which urged the City Council to maintain the City Manager form of government.

Danielle Louis of Dani's Balcony discussed concerns regarding the local indigenous community.

Robert Peterson and Liam Culhane of the Succession Planning Committee discussed recent work done by the Committee, including amending the City Manager Job Description and requesting RFP's from various Recruiting Firms. Two RFP's were submitted and the Committee is recommending that the City Council approve Robert Half. Motion by Peters, seconded by Jurrens, to approve Robert Half as the Recruiting Firm to assist in the recruitment and hiring of a new City Manager. Motion Carried.

Airport Manager, Ian Meriweather, along with Airport Board Members, Gerald Rieber and Wes Wilkens, provided background information in regard to their recommendation to choose SkyWest for Watertown's Essential Air Service. Motion by Jurrens, seconded by Danforth, to authorize the Interim City Manager and Mayor to sign a Letter of Recommendation to the Federal DOT for approval of the SkyWest Proposal for Watertown's Essential Air Service Contract. Upon Roll Call Vote: Voting in Favor of SkyWest for Watertown's Essential Air Service: Buhler, Danforth, Holien, Jurrens, Schutte and Tupper. Voting Against SkyWest for Watertown's Essential Air Service: Peters. Motion Carried.

Motion by Jurrens, seconded by Schutte, to approve the Memorandum of Understanding between the City of Watertown and Codington County for the County parking lot maintenance as part of the 2025 Crack Sealing & Chip Sealing Project, Project No. 2506. Motion Carried.

Motion by Tupper, seconded by Peters, to approve the Bid Award for the 2025 Miscellaneous Concrete Project, Project No. 2510, to Seth Scapes LLC., in the amount of \$28,753.00 for locations #3 & #4 and reject all bids for locations #1 and #2. Motion Carried.

Motion by Danforth, seconded by Jurrens, to reject all bids for the 2025 City Hall Elevator Project, Project No. 2516. Motion Carried.

Ordinance No. 25-01, an Ordinance of the City of Watertown, South Dakota Increasing Maximum Fine from \$200 to \$500 in the Revised Ordinances of the City of Watertown was placed on its second reading and the title was read. Motion by Peters, seconded by Tupper, to approve Ordinance No. 25-01 as presented. Motion Carried.



Motion by Buhler, seconded by Tupper, to approve the Building Permit Extension for the Ruins apartment complex located at 315 E Kemp and waive the applicable fees. Motion by Danforth, seconded by Tupper, to amend the motion to: Approval of the Building Permit Extension for the Ruins apartment complex located at 315 E Kemp and to reimburse the applicable fees contingent upon certification of occupancy. Motion Carried as amended

Motion by Danforth, seconded by Peters, to authorize the City of Watertown to declare the current City Hall, located at 23 2nd Street NE, as surplus and authorization to sell through sealed bid. Motion Carried.

Motion by Tupper, seconded by Schutte, to approve Resolution No. 25-06 requesting the SD DOT hire Civil Design, Inc. to perform the 2025 Bridge Inspection Services for the City of Watertown. Motion Carried.

Motion by Tupper, seconded by Jurrens, to authorize the Interim City Manager to utilize contingency funds in the amount of \$40,833.79 for the repair of a Watertown Fire Rescue Fire Truck Engine. Motion Carried.

Todd Kays of First District Association of Local Governments provided a Yearly-Update Presentation. No action taken.

Aldersperson Tupper announced that he has decided to seek another term for City Council.

Motion by Tupper, seconded by Schutte, to go into Executive Session for the purpose of discussing a contractual matter. Motion Carried.

Motion by Danforth, seconded by Tupper, to adjourn until 5:30 PM on Tuesday, February 18<sup>th</sup>, 2025. Motion Carried.

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

Dated at Watertown, South Dakota, February 3<sup>rd</sup>, 2025.

ATTEST:

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Jennifer Collins, Records & Licensing Manager

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Ried Holien, Mayor





# City Council

## Agenda Item

**Subject:** Approval of a business license to Timothy Worster d/b/a Yexley Worster Holdings LLC as a Mobile Home Court (\$160.00).

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

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

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### **BACKGROUND INFORMATION:**

This mobile home court is located behind Burger King, near 12th Street SE and 13th Street SE. There has been a recent change in ownership and therefore, the license must be approved by City Council.

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### **FINANCIAL CONSIDERATIONS:**

Applicant will pay \$75.00 plus \$2.50 per lot annually in licensing fees. There are 34 lots in this mobile home court.

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

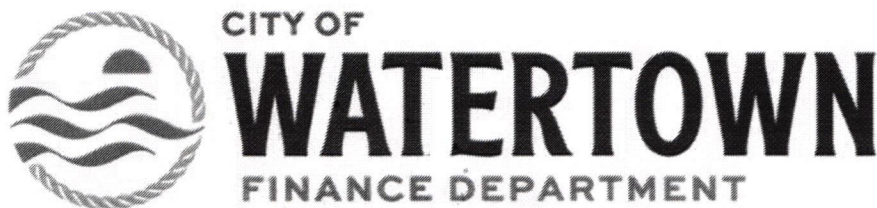
I move to approve the business license to Timothy Worster d/b/a Yexley Worster Holdings LLC as a Mobile Home Court (\$160.00).

---

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

[Yexley Worster Holdings LLC](#)





## Mobile Home Court Business License Application

☒ New Application      ☐ Renewal

Licensing Year: 2025

### License Information:

Business Name (as it will appear on license)	Yexley Worster Holdings LLC
Applicant/Owner Name (as it will appear on license)	Timothy Worster
Mailing Address	41635 Revival Dr.
City, State, Zip	Ashburn, Virginia, 20148
Phone Number	571-499-8766
Email Address	ttworster@libertylanguageservices.com
Address of Mobile Home Court	12 <sup>th</sup> Street SE / 13 <sup>th</sup> Street SE / 5 <sup>th</sup> Ave SE
Number of Mobile Homes	34
License Fee (check made payable to City of Watertown)	License fee: \$75.00 + \$2.50 per lot

Applicant/Owner Signature

2-1-2025

Date

TO BE COMPLETED BY CITY OF WATERTOWN	
Fee Paid: \$160.00 chk #741	
Receipt Number: _____ Dated: _____	City Manager
License or Permit Number: «LIC_»	Finance Officer

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





# City Council

## Agenda Item

**Subject:** Application for a Special Event Retail License to Zeus Inc d/b/a Second Street Station for the Pro Pheasants Banquet at the Codington County Extension Building, 1910 W Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn from 4:00 PM on Friday, February 21st, 2025 until 1:00 AM on Saturday, February 22nd, 2025.

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

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

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### **BACKGROUND INFORMATION:**

Event to be held at the Codington County Extension Building. Fee of \$300 and proof of insurance has been provided for this special event license. According to SDCL 35-4-124, no public hearing is required for this license if the person applying for the license holds an on-sale alcoholic beverage license in the municipality.

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### **FINANCIAL CONSIDERATIONS:**

Applicant has paid licensing fees of \$300.

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

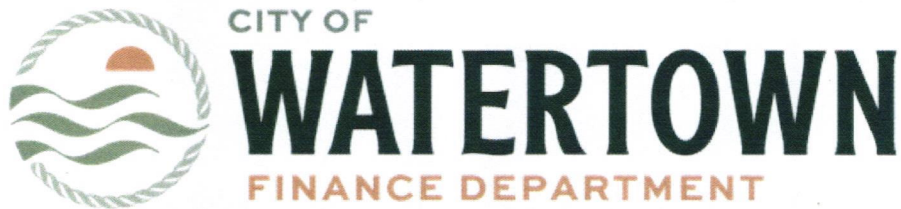
I move to approve the application for a Special Event Retail License to Zeus Inc d/b/a Second Street Station for the Pro Pheasants Banquet at the Codington County Extension Building, 1910 W Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn from 4:00 PM on Friday, February 21st, 2025 until 1:00 AM on Saturday, February 22nd, 2025.

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

[Pro Pheasants Banquet](#)





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

1. License Type(s) Requested

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

2. Name and Description of Special Event Codington County  
Pro Pheasant Banquet

3. Event Date(s) and times: Fri Feb 21 - 4pm - 1am

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

4. Describe Event Location: Codington County Extension Building  
Event Address: \_\_\_\_\_

5. Event Applicant and Applicant Address: 2nd St Station  
15-2nd St SW

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

- If Civic, Charitable, Educational or Fraternal: please provide copy of 501(c)(3).

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

6. Event Coordinator's Name Nick Pilatski  
Email: \_\_\_\_\_  
Business Ph# \_\_\_\_\_



Agenda Item 7.(c) Application for a Special Event Retail License to Zeus...

7. Name of Entity Serving Alcohol (if not applicant): 2nd St Station

8. Method of alcohol consumption:

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

9. Estimated number of Participants 500  
Estimated number of Minors 40

Method in which applicants plan to prevent underage consumption: Wristbands

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

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

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

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

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

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



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

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

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

16. Miscellaneous Information for City Council Review:

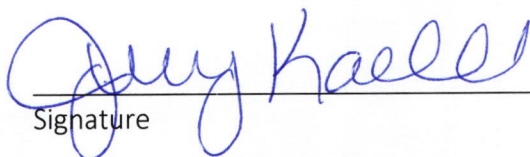
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17. **Certificate:** The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all requirements for the Special Event Alcohol License in the City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

  
Signature

2/7/25  
Date

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

**To Be Completed by Records & Licensing Manager:**

1. Notice of public hearing was published on NA in the Watertown Public Opinion.
2. Public Hearing and/or Council action was held on 2/18/25.  
The Watertown City Council took action to  
\_\_\_\_\_ Approve  
\_\_\_\_\_ Disapprove license due to \_\_\_\_\_.
3. The following restrictions were imposed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
4. Receipt Number \$300 #14588
5. Special Event License Number \_\_\_\_\_
6. Mailed to applicant on \_\_\_\_\_.
7. Signature of City Manager: \_\_\_\_\_ Date \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2024

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

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

<b>PRODUCER</b> Acrisure Midwest Partners Insurance Services LLC Acrisure Midwest Trust P.O. Box 736246 Chicago IL 60673-6246		<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b>	
License#: BR-1792609 ZEUSINC-01		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Midwest Family Mutual Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Zeus Inc dba Second Street Station, American Grille DBA Second Street Station 15 2nd St SW Watertown SD 57201		<b>NAIC #</b> 23574	

## COVERAGES

**CERTIFICATE NUMBER:** 1935532859

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPSD0560139031	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$			CPSD0560139031	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	CPSD0560139031	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			CPSD0560139031	6/1/2024	6/1/2025	Each Common Cause Aggregate 1,000,000 1,000,000

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

Officers excluded from Workers Compensation Coverage:  
 Jennifer Kasuske  
 Jason Kasuske

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE





# City Council

## Agenda Item

**Subject:** Authorization to declare a 2014 Polaris Sportsman 570 4-Wheeler as surplus property and dispose of as trade-in at Evolution Powersports.

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

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

---

### **BACKGROUND INFORMATION:**

Declare the following items as surplus and dispose of as trade-in:

- 2014 Polaris Sportsman 570 4-Wheeler, S/N-9XAMT157A9GA110348
- 

### **FINANCIAL CONSIDERATIONS:**

This item is a budgeted item within the Mosquito Control budget.

---

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

Matt Brandsrud, Parks Superintendent

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

I move to approve the authorization to declare a 2014 Polaris Sportsman 570 4-Wheeler as surplus property and dispose of as trade-in at Evolution Powersports.

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

[Mosquito 4-Wheeler Invoice-2025](#)



**Evolution Powersports**  
2106 9th Ave SW  
Watertown South Dakota 57201  
605-886-6182

Nathan Geist

**Invoice**

Date

Order No.

Salesman Chandler Mashek

1900 W Kemp Ave  
Watertown SD

H W C

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

**Unit Information**

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2025	Polaris	A25SHY57AN	4XASHY57XSA000890	NORP0890	\$9,749.00

**Options:**

Manufacturer Retail Price	\$10,999.00
Less Dealer Discount	\$1,250.00
Dealer Unit Price	\$9,749.00
Factory Options	\$0.00
Added Accessories	\$545.00
Freight	\$0.00
Dealer Prep / Rigging Fee	\$0.00
Prepaid Maintenance	\$0.00
Title Fees	\$0.00
Registration Fees	\$0.00
GAP	\$0.00
Battery	\$0.00
Tire & Wheel	\$0.00
Service Contracts	\$0.00
Property/Liability	\$0.00
Fiberglass Protection	\$0.00
Loan Origination Fee	\$0.00
Tire Fee	\$0.00
Gift Certificates	\$0.00
Gel Coat/Vinyl Protection	\$0.00
Paint & Fabric Protection	\$0.00
Customer Rebates	\$0.00

K-WINDSHIELD,MID,2, K-ACCY,MIRROR,SET, LED LICEN \$545.00 D

<b>Cash Price</b>	<b>\$10,294.00</b>
Trade Allowance	\$1,600.00
Payoff	\$0.00

Net Trade	\$1,600.00
<b>Net Sale</b> (Cash Price - Net Trade)	<b>\$8,694.00</b>
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$95.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

**Notes:**

Total Other Charges	\$95.00
<b>Sub Total</b> (Net Sale + Other Charges)	<b>\$8,789.00</b>
Cash Down Payment	\$0.00
<b>Amount to Pay/Finance</b>	<b>\$8,789.00</b>

Trade Information  
2014

**Monthly Payment of \$0.00 For 0 Months at 0.00% Interest**

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

\*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature \_\_\_\_\_ Dealer Signature \_\_\_\_\_

Customer Signature \_\_\_\_\_ Thank You for Your Business!





# City Council

## Agenda Item

**Subject:** Approval of the Equipment Sales Agreement Pursuant to Sourcewell Bid Pricing for a 2024 Skid Steer from Titan Machinery in the Amount of \$69,250 (Sourcewell Contract #011723)

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

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

---

### **BACKGROUND INFORMATION:**

The Wastewater Treatment Facility will use the skid steer to move 330-gallon polymer totes and place them on a spill containment platform. It will also be used for other forklift activities (moving manhole covers, manhole rings, concrete risers, unloading freight, etc.) and snow removal at the facility. Wastewater staff considered installing a crane and rail system to move the polymer onto the spill containment platform; this cost was determined to be significantly higher than the purchase of a skid steer.

Currently, the facility uses a backhoe for forklift activities, but the backhoe is unable to maneuver into the area where the polymer is to be stored. Five (5) Sourcewell pricing proposals were obtained. The proposal from Titan Machinery of \$69,250 for a Case SV340B skid steer was the lowest proposal.

---

### **FINANCIAL CONSIDERATIONS:**

This purchase is a budgeted item for 2025 (604 432.56 43600). The budgeted amount for this item is \$74,000. The cost of this purchase pursuant to Sourcewell pricing is \$69,250; \$4,750 below budget.

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

Robert Dari, Wastewater Superintendent  
Craig Mitchell, Assistant Wastewater Superintendent  
Brad Miles, Wastewater Operations Supervisor

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

Staff recommend the bid award through the following motion:

I move to approve the Equipment Sales Agreement pursuant to Sourcewell pricing for a 2024 skid steer from Titan Machinery in the amount of \$69,250 (Sourcewell Contract #011723).

---

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

[Skid Steer - Equipment Sales Agreement](#)



ESA# : ES0034555

Date : 02/12/2025

Page 20 of 102



### AVAILABILITY / PRICING

I (We), the undersigned, hereby order from you the Product described on the previous page, to be available as shown. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order. Product to be available on or after .

### WARRANTY

#### New, New Demo/Rental Equipment

Applicable new equipment warranty is available to the customer by a separate statement of Manufacturer's Warranty and Limitation of Liability. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE MANUFACTURER'S WARRANTY.** Remaining new equipment warranty on demo/rental units will be provided per Manufacturer's policy. The customer signature below acknowledges receipt of the warranty statement.

#### Used Equipment Warranty

Used Equipment is sold AS-IS, WITH NO REPRESENTATIONS OR WARRANTIES unless otherwise noted in warranty column of Purchased Equipment. If extended or Powertrain warranty is noted for used equipment, that warranty will expire based on the Terms and Conditions set forth on the Warranty Contract.

Warranty is defined as a failure or defect in parts and/or workmanship. Upgrades, improvements, wear items, tires, maintenance parts, service call mileage and trucking are excluded. Warranty parts and labor must be purchased from Titan Machinery Inc. dealerships.

### ACKNOWLEDGMENTS

I (We) promise to pay the balance due shown on the reverse (line 7 and 8) in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the Seller until one of the foregoing is accomplished. This is a cash transaction. If the Purchaser so requests prior to acceptance, the unpaid balance will be handled as a Time Sale Agreement (Retail Installment Contract), subject to available financing and credit approval.

### ADDITIONAL TERMS AND CONDITIONS

1. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at the time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
2. In the event the dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling this order in writing immediately on being notified thereof.
3. No delivery of above goods to be made until full settlement is received.
4. Seller and manufacturer make no representations or warranties, express or implied (including the implied warranties of merchantability and fitness) except as provided on the Manufacturer's Warranty and Limitation of Liability Statement.
5. The Seller assumes no liability for non-shipment, delay in shipment or other circumstances beyond its control.
6. If any balance is owed under this Agreement, customer hereby grants to Seller, to secure the payment of the balance, a security interest in the Purchased Equipment described on page 1. Customer authorizes Seller to file any document necessary to perfect, continue, amend, or terminate its security interest in the collateral.

Purchaser(s) Initials: \_\_\_\_\_  
\_\_\_\_\_





# City Council

## Agenda Item

**Subject:** Authorization for the city Manager to sign a Memorandum of Understanding for Ambulance Service for the Townships of: Dextor, Eden, Elmira, Fuller, Germantown, Graceland, Henry, Kampeska, Kranzburg, Lake, Leola, Pelican, Phipps, Rauville, Richland, Sheridan, and Waverly. Also, the Villages of Florence, Henry, Kranzburg South Shore, and Wallace.

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

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

---

### **BACKGROUND INFORMATION:**

Watertown fire rescue will enter into a MOU agreement with Townships and Villages of Codington County to provide ambulance protection for the next five years.

---

### **FINANCIAL CONSIDERATIONS:**

There will be a modest increase of protection fees for the next five years.

---

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

I move to authorize the city Manager to sign a Memorandum of Understanding for Ambulance Service for the Townships of: Dextor, Eden, Elmira, Fuller, Germantown, Graceland, Henry, Kampeska, Kranzburg, Lake, Leola, Pelican, Phipps, Rauville, Richland, Sheridan, and Waverly. Also, the Villages of Florence, Henry, Kranzburg, South Shore, and Wallace.

---

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

[Fee structure for Ambulance protection 1-1-2025](#)

[Example of MOU](#)



## Ambulance Protection fees for townships and villages.

### Fee structure for Townships

### Yearly fee

Maximum amount by state law

**\$1,000**

### Coverage area

### MOU amount

Dextor Township	\$1,000
Eden Township	\$1,000
Elmira Township	\$1,000
Fuller Township	\$1,000
Graceland Township	\$1,000
Henry Township	\$1,000
Kampeska Township	\$1,000
Kranzburg Township	\$1,000
Lake Township	\$1,000
Pelican Township	\$1,000
Phipps Township	\$1,000
Rauville Township	\$1,000
Richland Township	\$1,000
Sheridan Township	\$1,000
German Township	\$1,000
Leola Townsiup	\$1,000
Waverly Township	\$1,000
	<b>\$17,000</b>

### Villages population

### Fee structure

0 to 200 population

**\$1,000**

201 to 300 population

**\$2,000**

<300 population

**\$3,000**

<u>Coverage area</u>	<u>population</u>	<u>MOU amount</u>
Henry Village	267	\$2,000
Florence Village	374	\$3,000
Kranzburg Village	172	\$1,000
Wallace Village	85	\$1,000
South Shore	191	\$1,000
	<b>898</b>	<b>\$8,000</b>

**Total yearly ambulance fee for townshuips and villages is \$25,0000**



**AGREEMENT FOR AMBULANCE PROTECTION SERVICES**

THIS AGREEMENT is made and entered into this the 1<sup>st</sup> day of January, 2025, by and between the City of Watertown, a South Dakota Municipal Corporation, hereinafter referred to as "CITY," and EDEN Township, hereinafter referred to as "\_\_\_\_\_."

WHEREAS, municipal corporations, townships and villages are authorized by SDCL §8-9-7 and SDCL §34-11-1 to enter into contracts and agreements for the furnishing of ambulance services by municipal corporations to townships and villages, and

WHEREAS, the parties hereto desire to enter into an agreement for the mutual benefit of the parties for the furnishing of ambulance protection by CITY to \_\_\_\_\_, and

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties that CITY will furnish to \_\_\_\_\_ ambulance protection and pursuant thereto has purchased and will maintain an ambulance designed primarily to provide EMS protection. It is further agreed that CITY will dispatch said ambulance with adequate staffing when the need should arise. It is further agreed by and between the parties that the said ambulance, which is owned by CITY, will respond to any said medical emergencies in \_\_\_\_\_.

IT IS FURTHER AGREED by and between the parties that the furnishing of the ambulance protection by CITY is established at the cost of \$1000.00 per year, and that \_\_\_\_\_ agrees to pay CITY on or before the first day of June each year, as authorized by statute.

IT IS FURTHER AGREED by and between the parties that the term of this contract shall be from January 1, 2025, to December 31, 2029, and that it may be renewed for one additional five (5) year term under such terms and conditions as are mutually agreed to by the parties.

IN WITNESS WHEREOF, the parties set their hands and seals to this Agreement for Ambulance Protection Services.



ATTEST:

CITY OF WATERTOWN

\_\_\_\_\_  
Finance Officer

By \_\_\_\_\_  
Its City Manager

\_\_\_\_\_

By \_\_\_\_\_  
Its Chairman, Board of Supervisors





# City Council

## Agenda Item

**Subject:** Authorization for the City Manager to sign a Memorandum of Understanding for Fire Protection Service for the Townships of: Elmira, Kampeska, Kranzburg, Lake, Pelican, Rauville, Richland, and Sheridan. Also, the Village of Kranzburg.

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

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

---

### **BACKGROUND INFORMATION:**

Watertown fire rescue will enter into a MOU agreement with Townships and Villages of Codington County to provide fire protection for the next five years.

---

### **FINANCIAL CONSIDERATIONS:**

There will be a modest increase of protection fees for the next five years based on property tax evaluations.

---

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

I move to authorize the City Manager to sign a Memorandum of Understanding for Fire Protection Service for the Townships of: Elmira, Kampeska, Kranzburg, Lake, Pelican, Rauville, Richland, and Sheridan. Also, the Village of Kranzburg.

---

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

[Fire Protection Costs for 9 Township](#)  
[Example of MOU for fire protection](#)



# Exhibit A

## FIRE PROTECTION COST APPORTIONED PER VALUE OF BUILDINGS

ACCT #				2025	2026	2027	2028	2029
WT		Building Evaluation	Percent	\$30,000.00	\$30,000.00	\$33,000.00	\$33,000.00	\$36,000.00
0124	Kranzburg Village	\$9,611,848	2.4%	\$706.98	\$706.98	\$777.68	\$777.68	\$848.38
0123	Sheridan Township	\$50,505,057	12.4%	\$3,714.80	\$3,714.80	\$4,086.28	\$4,086.28	\$4,457.76
0122	Richland Township	\$18,943,240	4.6%	\$1,393.33	\$1,393.33	\$1,532.66	\$1,532.66	\$1,672.00
0121	Rauville Township	\$29,501,851	7.2%	\$2,169.95	\$2,169.95	\$2,386.94	\$2,386.94	\$2,603.94
0120	Pelican Township	\$89,353,319	21.9%	\$6,572.20	\$6,572.20	\$7,229.42	\$7,229.42	\$7,886.64
0119	Lake Township	\$88,806,548	21.8%	\$6,531.98	\$6,531.98	\$7,185.18	\$7,185.18	\$7,838.38
0118	Kranzburg Township	\$38,345,790	9.4%	\$2,820.45	\$2,820.45	\$3,102.49	\$3,102.49	\$3,384.54
0117	Kampeska Township	\$29,223,055	7.2%	\$2,149.44	\$2,149.44	\$2,364.39	\$2,364.39	\$2,579.33
0116	Elmira Township	\$53,578,672	13.1%	\$3,940.87	\$3,940.87	\$4,334.96	\$4,334.96	\$4,729.04
	Total	\$407,869,380	100.0%	\$30,000.00	\$30,000.00	\$33,000.00	\$33,000.00	\$36,000.00



**AGREEMENT FOR FIRE PROTECTION SERVICES**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of January, 2025, by and between the City of Watertown, a South Dakota Municipal Corporation, hereinafter referred to as "CITY," and \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_."

WHEREAS, municipal corporations, townships and villages are authorized by SDCL §8-9-4 and SDCL §34-31-4 to enter into contracts and agreements for the furnishing of fire protection by municipal corporations to townships and villages, and

WHEREAS, the parties hereto desire to enter into an agreement for the mutual benefit of the parties for the furnishing of fire protection by CITY to \_\_\_\_\_, and

WHEREAS, CITY has projected the cost of providing rural fire protection to \_\_\_\_\_ by CITY and said projection is attached hereto as Exhibit A and is incorporated by reference,

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties that CITY will furnish to \_\_\_\_\_ fire protection and pursuant thereto has purchased and will maintain a fire truck designed primarily to combat rural fires. It is further agreed that CITY will dispatch said truck with adequate staffing when the need should arise. It is further agreed by and between the parties that the said truck, which is owned by CITY, will have the priority being dispatched to rural area fires. It is further agreed by and between the parties that any other equipment owned by CITY, when dispatched to rural fires, will maintain as its priority fires within the corporate limits of CITY as the need arises.

IT IS FURTHER AGREED by and between the parties that the furnishing of the fire protection by CITY is established at the costs identified in Exhibit A, and that \_\_\_\_\_ agrees to pay CITY on or before the first day of June each year, as authorized by statute, the sums apportioned to \_\_\_\_\_ as set forth in Exhibit A.

IT IS FURTHER AGREED by and between the parties that the term of this contract shall be from January 1, 2025, to December 31, 2029, and that it may be renewed for additional five (5) year term under such terms and conditions as are mutually agreed to by the parties.



IN WITNESS WHEREOF, the parties set their hands and seals to  
this Agreement for Fire Protection Services.

ATTEST:

CITY OF WATERTOWN

\_\_\_\_\_  
Finance Officer

By \_\_\_\_\_  
Its City Manager

~~LAKE TOWNSHIP~~ \_\_\_\_\_

By \_\_\_\_\_  
Its Chairman, Board of Supervisors





# City Council

## Agenda Item

**Subject:** Authorization for the Interim City Manager to sign contracts for server access for \$500/year with Codington County State's Attorney, Deuel County Sheriff, and Webster Police Department

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

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

---

### **BACKGROUND INFORMATION:**

Access fees collected will provide administrative configuration and technical support related to Zuercher/Central Square Public Safety software.

---

### **FINANCIAL CONSIDERATIONS:**

Server access fees collected are a revenue for the Police Department.

---

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

I move for the authorization for the Interim City Manager to sign contracts for server access for \$500/year with Codington County State's Attorney, Deuel County Sheriff, and Webster Police Department

---

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

[Codington SA RIEM](#)

[Deuel RIEM](#)

[Webster RIEM](#)



CONTRACT FOR "SERVER ACCESS" IN CONJUNCTION WITH  
THE NORTHEAST SOUTH DAKOTA RURAL INFORMATION EXCHANGE MODEL  
(RIEM) PROGRAM ADMINISTERED BY THE WATERTOWN POLICE DEPARTMENT

WHEREAS the Codington County State Attorney's Office ("State Attorney"), recognizes the need for efficient and timely exchange of information services through participation in the Northeast South Dakota Rural Information Exchange Model (NESD RIEM); and

WHEREAS State Attorney desires to obtain said NESD RIEM service through the City of Watertown ("CITY"), South Dakota ("by and through its Watertown Police Department ("WPD")); and

WHEREAS SDCL 1-24-8 authorizes the CITY and State Attorney to enter a contract for the provision of such service; and

WHEREAS NESD RIEM includes access to Zuercher / Central Square Technology Public Safety software server which enables CITY to provide the NESD RIEM service to State Attorney; and

WHEREAS such software requires administrative configuration and updates to ensure its continued operational efficiency; and

WHEREAS CITY agrees with State Attorney to provide NESD RIEM administrative configuration and service for the benefit of the State Attorney,

NOW THEREFORE it is AGREED by and between CITY and State Attorney, as follows:

1. TERM OF CONTRACT. This contract shall run for a term commencing on January 1, 2025 and ending at midnight on December 31, 2025, provided, however, that the commencement and continuation of service to be provided by CITY during such term shall be in conformance with the hereafter provided terms and provisions.

2. FEE FOR SERVICE. In consideration for the services to be provided by the WPD, State Attorney agrees to pay to the CITY a payment as reflected on Exhibit A which is attached hereto and is incorporated by reference.

Payment shall be delivered by the due date to CITY Finance Office, P.O. Box 910, Watertown, SD, 57201.

3. STATE ATTORNEY RESPONSIBILITIES. As a condition of CITY providing NESD RIEM service as contemplated by this agreement, State Attorney shall:

A. Provide to CITY, a continuously current list of the end users of the NESD RIEM within State Attorney. No notice by State Attorney in respect to the



NESD RIEM service list shall be deemed received by CITY until and unless State Attorney shall have received from CITY the acknowledgment of receipt of the same, as provided herein.

- B. State Attorney end users of the NESD RIEM service shall abide by all conditions within WPD General Order B-214 and supporting documents thereof.
- C. Maintain NCIC user certification as set forth by the State of South Dakota.
- D. Maintain a contract with Zuercher / Central Square Technology for software licensing provisions.
- E. Pay the charges as herein provided.

4. SERVICES TO BE PROVIDED BY CITY. CITY through WPD shall:

- A. Provide access to the Zuercher / Central Square server located at the Watertown Police Department.
- B. WPD, or its qualified designee will provide administrative configuration and basic technical support service to State Attorney. Administrative configuration includes adding personnel and agency identifiers, monitoring NCIC certifications, local ordinance configuration and setting user permissions. Technical support includes basic hardware configuration to establish server connectivity.

5. GENERAL PROVISIONS.

- A. CITY will not have operational control or authority over any State Attorney public safety agency, their agents, officers, employees or volunteers or emergency service units for support services.
- B. City will not have operational control or authority over Zuercher / Central Square Technology agents, officers, and employees nor any contractual agreements between Zuercher / Central Square Technology and State Attorney.
- C. State Attorney agrees that it shall indemnify and hold harmless CITY, its agents, representatives, and employees, from and against all claims, damages, losses and expenses resulting from any negligent act or omission of State Attorney's agents, representatives or employees, and from any discontinuation of service due to circumstances beyond CITY's control.
- D. Nothing contained herein shall prevent or inhibit WPD and State Attorney, and/or any public safety or emergency Service agency within State Attorney, from establishing any standard operating procedure consistent



with this agreement, for carrying out the operations to be conducted pursuant to this agreement.

CITY shall not be responsible under this agreement for providing any emergency service within State Attorney. No provision of this agreement shall be interpreted so as to impose any responsibility upon CITY for providing any emergency service within State Attorney. This provision shall not prevent CITY from providing emergency assistance to State Attorney or any agency or governmental subdivision within State Attorney, to the same effect as such emergency assistance may be provided outside of this agreement.

State Attorney agrees that this contract only provides for NESD RIEM administrative configuration and technical support service.

6. OFFICIAL NOTICES.

- A. All official written notices required to be provided by CITY to State Attorney shall be given to the following person (s) at the following address (es) or fax site (s):

Alison Bakken  
14 1st Avenue SE  
Watertown SD 57201  
TELEPHONE NO. 605 882-6276  
FACSIMILE NO. 605 882-5233

And

\_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_  
FACSIMILE NO. \_\_\_\_\_

- B. All official written notices required to be provided by State Attorney to CITY shall be given to the following person (s) at the following address (es) or fax site (s):

Tim Toomey  
Chief of Police  
WPD  
128 N Maple  
Watertown, SD 57201-3653  
(605) 882-6210 Phone  
(605) 882-6216 Fax

AND



Troy VanDusen  
Watertown Regional 911 Center  
Watertown Police Department  
128 N. Maple  
Watertown, SD 57201-3653  
(605) 882-5638  
(605) 882-6216 Fax

- C. The person and address to which any such notice is required to be given may be changed by either party, by giving written notice to the other party of such change, as provided herein.
7. AMENDMENT TO CONTRACT. This contract may only be amended upon authorization of the respective governing bodies of the each of the parties hereto as provided by law.
8. TERMINATION. Either party may terminate this agreement upon six (6) months prior written notice of the intent to terminate. In the event of such termination, State Attorney shall be obligated to pay CITY all charges, which shall accrue under this contract to the termination date. Should State Attorney default in the payment of the charges payable to the CITY as herein provided, then the CITY may discontinue service and terminate this agreement; provided however that service shall not be terminated unless CITY shall first give notice of such default to State Attorney, and State Attorney shall not have cured such default within 30 days of such notice. Termination of service by CITY in the event any such default is not timely cured shall not operate as a waiver or release of State Attorney from any claims CITY may have against State Attorney for breach of contract, or for any other resultant cause of action.
9. CONTRACT BETWEEN GOVERNMENT ENTITIES. Nothing herein shall be deemed to extend any governmental or proprietary responsibilities of the CITY to any person who may be affected by the performance or non-performance by CITY under this agreement. This agreement is solely between the respective governing entities of CITY and State Attorney, as is authorized and provided by law. The obligations and duties of CITY hereunder are solely contractual with State Attorney.
10. IMMUNITIES. CITY expressly reserves all immunities and defenses available to it and/or its agents, representatives, and employees. CITY does not waive any defense or immunities otherwise available by entering into this agreement.
11. FORCE MAJEURE. The term force majeure as employed in this contract will mean any event that prevents the ongoing use and operation of the NESD RIEM service described herein, including acts of God, strikes, lockouts, acts of terrorism, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services



of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the party claiming force majeure and which by the exercise of due diligence such party could not have prevented or is unable to overcome.

A force majeure shall give rise to a termination of this Contract without any penalty or liability therefore.

This agreement is approved and authorized by the respective governing bodies of the parties hereto in conformance with SDCL 1-24-8.

State Attorney:



Attest:

\_\_\_\_\_

CITY: \_\_\_\_\_

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
Watertown Finance Officer

Date of Contract Signing

\_\_\_\_\_



**Exhibit A**  
**Schedule of NESD RIEM Payments Due**

I Alison Bakken on behalf of the Codington County State's Attorney, hereby authorize annual payment as follows:

**2025 – Total Due - \$500.00**



February 21, 2025     \$500.00 (annual payment)

Please enclose annual payment to the City of Watertown, SD.

Detail: \$500.00 for administrative configuration and technical support related to Zuercher / Central Square Public Safety Software)

Dated this 29th day of January, 2025  
Alison W. Bakken  
Signed



CONTRACT FOR "SERVER ACCESS" IN CONJUNCTION WITH  
THE NORTHEAST SOUTH DAKOTA RURAL INFORMATION EXCHANGE MODEL  
(RIEM) PROGRAM ADMINISTERED BY THE WATERTOWN POLICE DEPARTMENT

WHEREAS Deuel County, South Dakota ("Deuel County"), recognizes the need for efficient and timely exchange of information services through participation in the Northeast South Dakota Rural Information Exchange Model (NESD RIEM); and

WHEREAS Deuel County desires to obtain said NESD RIEM service through the City of Watertown ("CITY"), South Dakota ("by and through its Watertown Police Department ("WPD"); and

WHEREAS SDCL 1-24-8 authorizes the CITY and Deuel County to enter a contract for the provision of such service; and

WHEREAS NESD RIEM includes access to Zuercher / Central Square Technology Public Safety software server which enables CITY to provide the NESD RIEM service to Deuel County; and

WHEREAS such software requires administrative configuration and updates to ensure its continued operational efficiency; and

WHEREAS CITY agrees with Deuel County to provide NESD RIEM administrative configuration and service for the benefit of the Deuel County,

NOW THEREFORE it is AGREED by and between CITY and Deuel County, as follows:

1. TERM OF CONTRACT. This contract shall run for a term commencing on January 1, 2025 and ending at midnight on December 31, 2025, provided, however, that the commencement and continuation of service to be provided by CITY during such term shall be in conformance with the hereafter provided terms and provisions.

2. FEE FOR SERVICE. In consideration for the services to be provided by the WPD, Deuel County agrees to pay to the CITY a payment as reflected on Exhibit A which is attached hereto and is incorporated by reference.

Payment shall be delivered by the due date to CITY Finance Office, P.O. Box 910, Watertown, SD, 57201.

3. DEUEL COUNTY REPONSIBILITIES. As a condition of CITY providing NESD RIEM service as contemplated by this agreement, Deuel County shall:

A. Provide to CITY, a continuously current list of the end users of the NESD RIEM within Deuel County. No notice by Deuel County in respect to the NESD RIEM service list shall be deemed received by CITY until and



unless Deuel County shall have received from CITY the acknowledgment of receipt of the same, as provided herein.

- B. Deuel County end users of the NESD RIEM service shall abide by all conditions within WPD General Order B-214 and supporting documents thereof.
- C. Maintain NCIC user certification as set forth by the State of South Dakota.
- D. Maintain a contract with Zuercher / Central Square Technology for software licensing provisions.
- E. Pay the charges as herein provided.

4. SERVICES TO BE PROVIDED BY CITY. CITY through WPD shall:

- A. Provide access to the Zuercher / Central Square server located at the Watertown Police Department.
- B. WPD, or its qualified designee will provide administrative configuration and basic technical support service to Deuel County. Administrative configuration includes adding personnel and agency identifiers, monitoring NCIC certifications, local ordinance configuration and setting user permissions. Technical support includes basic hardware configuration to establish server connectivity.

5. GENERAL PROVISIONS.

- A. CITY will not have operational control or authority over any Deuel County public safety agency, their agents, officers, employees or volunteers or emergency service units for support services.
- B. City will not have operational control or authority over Zuercher / Central Square Technology agents, officers, and employees nor any contractual agreements between Zuercher / Central Square Technology and Deuel County.
- C. Deuel County agrees that it shall indemnify and hold harmless CITY, its agents, representatives, and employees, from and against all claims, damages, losses and expenses resulting from any negligent act or omission of Deuel County's agents, representatives or employees, and from any discontinuation of service due to circumstances beyond CITY's control.
- D. Nothing contained herein shall prevent or inhibit WPD and Deuel County, and/or any public safety or emergency Service agency within Deuel County, from establishing any standard operating procedure consistent with this agreement, for carrying out the operations to be conducted pursuant to this agreement.



CITY shall not be responsible under this agreement for providing any emergency service within Deuel County. No provision of this agreement shall be interpreted so as to impose any responsibility upon CITY for providing any emergency service within Deuel County. This provision shall not prevent CITY from providing emergency assistance to Deuel County or any agency or governmental subdivision within Deuel County, to the same effect as such emergency assistance may be provided outside of this agreement.

Deuel County agrees that this contract only provides for NESD RIEM administrative configuration and technical support service.

6. OFFICIAL NOTICES.

- A. All official written notices required to be provided by CITY to Deuel County shall be given to the following person (s) at the following address (es) or fax site (s):

Sheriff Cory Borg

P.O. Box 217

Clear Lake, SD 57226

TELEPHONE NO. 605-874-8212

FACSIMILE NO. 605-874-2916

And

Sgt. Mike Burrs

P.O. Box 217

Clear Lake, SD 57226

TELEPHONE NO. 605-874-8212

FACSIMILE NO. 605-874-2916

- B. All official written notices required to be provided by Deuel County to CITY shall be given to the following person (s) at the following address (es) or fax site (s):

Tim Toomey

Chief of Police

WPD

128 N Maple

Watertown, SD 57201-3653

(605) 882-6210 Phone

(605) 882-6216 Fax

AND



Troy M. VanDusen, Manager  
Watertown Regional 911 Center  
128 N. Maple  
Watertown, SD 57201-3653  
(605) 882-5638 Phone  
(605) 882-6216 Fax

- C. The person and address to which any such notice is required to be given may be changed by either party, by giving written notice to the other party of such change, as provided herein.
7. **AMENDMENT TO CONTRACT.** This contract may only be amended upon authorization of the respective governing bodies of the each of the parties hereto as provided by law.
8. **TERMINATION.** Either party may terminate this agreement upon six (6) months prior written notice of the intent to terminate. In the event of such termination, Deuel County shall be obligated to pay CITY all charges, which shall accrue under this contract to the termination date. Should Deuel County default in the payment of the charges payable to the CITY as herein provided, then the CITY may discontinue service and terminate this agreement; provided however that service shall not be terminated unless CITY shall first give notice of such default to Deuel County, and Deuel County shall not have cured such default within 30 days of such notice. Termination of service by CITY in the event any such default is not timely cured shall not operate as a waiver or release of Deuel County from any claims CITY may have against Deuel County for breach of contract, or for any other resultant cause of action.
9. **CONTRACT BETWEEN GOVERNMENT ENTITIES.** Nothing herein shall be deemed to extend any governmental or proprietary responsibilities of the CITY to any person who may be affected by the performance or non-performance by CITY under this agreement. This agreement is solely between the respective governing entities of CITY and Deuel County, as is authorized and provided by law. The obligations and duties of CITY hereunder are solely contractual with Deuel County.
10. **IMMUNITIES.** CITY expressly reserves all immunities and defenses available to it and/or its agents, representatives, and employees. CITY does not waive any defense or immunities otherwise available by entering into this agreement.
11. **FORCE MAJEURE.** The term force majeure as employed in this contract will mean any event that prevents the ongoing use and operation of the NESD RIEM service described herein, including acts of God, strikes, lockouts, acts of terrorism, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably

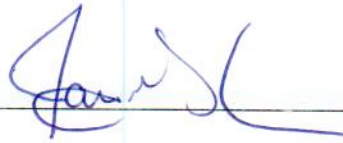


within the control of the party claiming force majeure and which by the exercise of due diligence such party could not have prevented or is unable to overcome.

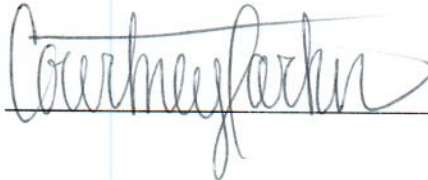
A force majeure shall give rise to a termination of this Contract without any penalty or liability therefore.

This agreement is approved and authorized by the respective governing bodies of the parties hereto in conformance with SDCL 1-24-8.

Deuel County:



Attest:



CITY:

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
Watertown Finance Officer

Date of Contract Signing

\_\_\_\_\_



CONTRACT FOR "SERVER ACCESS" IN CONJUNCTION WITH  
THE NORTHEAST SOUTH DAKOTA RURAL INFORMATION EXCHANGE MODEL  
(RIEM) PROGRAM ADMINISTERED BY THE WATERTOWN POLICE DEPARTMENT

WHEREAS the Webster Police Department, South Dakota ("Webster"), recognizes the need for efficient and timely exchange of information services through participation in the Northeast South Dakota Rural Information Exchange Model (NESD RIEM); and

WHEREAS Webster desires to obtain said NESD RIEM service through the City of Watertown ("CITY"), South Dakota ("by and through its Watertown Police Department ("WPD"); and

WHEREAS SDCL 1-24-8 authorizes the CITY and Webster to enter a contract for the provision of such service; and

WHEREAS NESD RIEM includes access to Zuercher / Central Square Technology Public Safety software server which enables CITY to provide the NESD RIEM service to Webster; and

WHEREAS such software requires administrative configuration and updates to ensure its continued operational efficiency; and

WHEREAS CITY agrees with Webster to provide NESD RIEM administrative configuration and service for the benefit of the Webster Police Department,

NOW THEREFORE it is AGREED by and between CITY and Webster, as follows:

1. TERM OF CONTRACT. This contract shall run for a term commencing on January 1, 2025 and ending at midnight on December 31, 2025, provided, however, that the commencement and continuation of service to be provided by CITY during such term shall be in conformance with the hereafter provided terms and provisions.

2. FEE FOR SERVICE. In consideration for the services to be provided by the WPD, Webster agrees to pay to the CITY a payment as reflected on Exhibit A which is attached hereto and is incorporated by reference.

Payment shall be delivered by the due date to CITY Finance Office, P.O. Box 910, Watertown, SD, 57201.

3. WEBSTER REPOSIBILITIES. As a condition of CITY providing NESD RIEM service as contemplated by this agreement, Webster shall:

A. Provide to CITY, a continuously current list of the end users of the NESD RIEM within Webster Police Department. No notice by Webster in respect to the NESD RIEM service list shall be deemed received by CITY until



and unless Webster shall have received from CITY the acknowledgment of receipt of the same, as provided herein.

- B. Webster end users of the NESD RIEM service shall abide by all conditions within WPD General Order B-214 and supporting documents thereof.
  - C. Maintain NCIC user certification as set forth by the State of South Dakota.
  - D. Maintain a contract with Zuercher / Central Square Technology for software licensing provisions.
  - E. Pay the charges as herein provided.
4. SERVICES TO BE PROVIDED BY CITY. CITY through WPD shall:
- A. Provide access to the Zuercher / Central Square server located at the Watertown Police Department.
  - B. WPD, or its qualified designee will provide administrative configuration and basic technical support service to Webster. Administrative configuration includes adding personnel and agency identifiers, monitoring NCIC certifications, local ordinance configuration and setting user permissions. Technical support includes basic hardware configuration to establish server connectivity.
5. GENERAL PROVISIONS.
- A. CITY will not have operational control or authority over any Webster public safety agency, their agents, officers, employees or volunteers or emergency service units for support services.
  - B. City will not have operational control or authority over Zuercher / Central Square Technology agents, officers, and employees nor any contractual agreements between Zuercher / Central Square Technology and Webster.
  - C. Webster agrees that it shall indemnify and hold harmless CITY, its agents, representatives, and employees, from and against all claims, damages, losses and expenses resulting from any negligent act or omission of Webster's agents, representatives or employees, and from any discontinuation of service due to circumstances beyond CITY's control.
  - D. Nothing contained herein shall prevent or inhibit WPD and Webster, and/or any public safety or emergency Service agency within Webster, from establishing any standard operating procedure consistent with this agreement, for carrying out the operations to be conducted pursuant to this agreement.



CITY shall not be responsible under this agreement for providing any emergency service within Webster. No provision of this agreement shall be interpreted so as to impose any responsibility upon CITY for providing any emergency service within Webster. This provision shall not prevent CITY from providing emergency assistance to Webster or any agency or governmental subdivision within Webster, to the same effect as such emergency assistance may be provided outside of this agreement.

Webster agrees that this contract only provides for NESD RIEM administrative configuration and technical support service.

6. OFFICIAL NOTICES.

- A. All official written notices required to be provided by CITY to Webster shall be given to the following person (s) at the following address (es) or fax site (s):

Craig Baumgardner - Chief of Police  
19 West 7th Ave  
Webster, SD 57274  
TELEPHONE NO. 605-345-4040  
FACSIMILE NO. 605-345-3618

And

Hayley Dale - Finance Office  
800 Main St.  
Webster, SD 57274  
TELEPHONE NO. 605-345-3241  
FACSIMILE NO. 605-345-4462

- B. All official written notices required to be provided by Webster to CITY shall be given to the following person (s) at the following address (es) or fax site (s):

Tim Toomey  
Chief of Police  
WPD  
128 N Maple  
Watertown, SD 57201-3653  
(605) 882-6210 Phone  
(605) 882-6216 Fax

AND

Troy M. VanDusen, Manager  
Watertown Regional 911 Center  
128 N. Maple  
Watertown, SD 57201-3653



(605) 882-5638 Phone  
(605) 882-6216 Fax

- C. The person and address to which any such notice is required to be given may be changed by either party, by giving written notice to the other party of such change, as provided herein.
7. **AMENDMENT TO CONTRACT.** This contract may only be amended upon authorization of the respective governing bodies of the each of the parties hereto as provided by law.
  8. **TERMINATION.** Either party may terminate this agreement upon six (6) months prior written notice of the intent to terminate. In the event of such termination, Webster shall be obligated to pay CITY all charges, which shall accrue under this contract to the termination date. Should Webster default in the payment of the charges payable to the CITY as herein provided, then the CITY may discontinue service and terminate this agreement; provided however that service shall not be terminated unless CITY shall first give notice of such default to Webster, and Webster shall not have cured such default within 30 days of such notice. Termination of service by CITY in the event any such default is not timely cured shall not operate as a waiver or release of Webster from any claims CITY may have against Webster for breach of contract, or for any other resultant cause of action.
  9. **CONTRACT BETWEEN GOVERNMENT ENTITIES.** Nothing herein shall be deemed to extend any governmental or proprietary responsibilities of the CITY to any person who may be affected by the performance or non-performance by CITY under this agreement. This agreement is solely between the respective governing entities of CITY and Webster, as is authorized and provided by law. The obligations and duties of CITY hereunder are solely contractual with Webster.
  10. **IMMUNITIES.** CITY expressly reserves all immunities and defenses available to it and/or its agents, representatives, and employees. CITY does not waive any defense or immunities otherwise available by entering into this agreement.
  11. **FORCE MAJEURE.** The term force majeure as employed in this contract will mean any event that prevents the ongoing use and operation of the NESD RIEM service described herein, including acts of God, strikes, lockouts, acts of terrorism, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the party claiming force majeure and which by the exercise of due diligence such party could not have prevented or is unable to overcome.



A force majeure shall give rise to a termination of this Contract without any penalty or liability therefore.

This agreement is approved and authorized by the respective governing bodies of the parties hereto in conformance with SDCL 1-24-8.

Webster Police:

C. B.

Attest:

Hayley Dale

CITY:

\_\_\_\_\_

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
Watertown Finance Officer

Date of Contract Signing

\_\_\_\_\_





# City Council

## Agenda Item

**Subject:** Action by the City Council to Revoke and Rescind the Governance and Ends Policy originally approved at the November 20, 2023 City Council Meeting.

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

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

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### **BACKGROUND INFORMATION:**

After discussion taken place during the February 10th, 2025 City Council Work Session Meeting, this is the formal action to Revoke and Rescind the Governance and Ends Policy, which was originally approved by the City Council on 11/20/23.

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### **FINANCIAL CONSIDERATIONS:**

NA

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

I move to Revoke and Rescind the Governance and Ends Policy originally approved at the November 20, 2023 City Council Meeting.

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

[Governance and Ends Policy](#)



DRAFT



City of Watertown Policy: CC 100	Title: Governance Policies Introduction	
Issue Date:	Updated:	Section: Governance
Policy Source: City Council Policies	Policy Audience: City Council	Total Pages: 1

The Watertown City Council, including Council members and the Mayor, is the governing body for the City of Watertown. The City Council is dedicated to governing well on behalf of the Citizens of Watertown.

DRAFT



City of Watertown Policy: CC 101	Title: Vision, Mission, Core Values	
Issue Date:	Updated:	Section: Governance
Policy Source: City Council Policies	Policy Audience: City Council	Total Pages: 1

The City Council will consider its vision, mission and core values when developing policy.

VISION: The City of Watertown is focused on opportunities and responsible growth.

MISSION: We will provide excellent services and opportunities for everyone to be safe, happy and successful.

CORE VALUES:

DRAFT



City of Watertown Policy: Gov 102	Title: Governance Process, Ownership of the Council	
Issue Date:	Updated:	Section: Governance
Policy Source: City Council Policies	Policy Audience: City Council	Total Pages: 1

The Watertown City Council shall answer to, and take into consideration, the best interests of, all residents of the City of Watertown, both vocal and silent citizens, with respect paid to all residents. Since the City is “owned” by the Citizens, the Council’s thinking shall be influenced by this ownership. Secondly, the City Council shall consider the needs of anyone who regularly shops in, uses facilities of, or accesses services from the City of Watertown.

1. The Council represents the Citizens. Therefore, it shall educate itself regarding the values held by the persons it represents and shall always act under the influence of those values. The Council’s education may be facilitated by (a) formal and informal Citizen opinions; (b) formal and informal focus groups to explore specific issues; (c) considering input by citizen volunteers who participate on advisory boards, committees, and commissions; (d) monitoring the demand and utilization of services; (e) discussions with representatives from other governmental and educational bodies; (f) reviewing reports and citizen responses in the media.
2. The Council shall report periodically to the Citizens on its stewardship. At least once per year, the Mayor shall give a State of the City message that contains an accounting of the City’s financial resources and the extent to which these funds have been translated into services, an update of policies, other significant occurrences from the previous year, and vision of the Council’s priorities for the future.



City of Watertown Policy: Gov 103	Title: Governance Process, Council Role	
Issue Date:	Updated:	Section: Governance
Policy Source: City Council Policies	Policy Audience: City Council	Total Pages: 1

The role of the Council, on behalf of the Citizens of Watertown, is to govern the City of Watertown according to the Home Rule Charter, SD Codified Laws, and Council Policies adopted herein.

1. The Council shall honor all requirements and responsibilities set forth in the Watertown City Charter.
2. The Council will hold public meetings and provide and encourage regular opportunities for public input.
3. The Council will define what is to be accomplished in terms of benefits, recipients, and their relative priorities. It will define parameters of activities and conditions within policy, and will delegate performance on these matters to the City Manager.
4. The Council will carry out its job as a whole, emphasizing long-term strategic policy making decisions.
5. Whenever possible, the Council will minimize the use of sub-committees comprised primarily of Council Members that separate the wholeness of the Council.



City of Watertown Policy: Gov 104	Title: Governing Process, Council Style and Vision	
Issue Date:	Updated:	Section: Governance
Policy Source: City Council Policies	Policy Audience: City Council	Total Pages: 1

The Council will strive to govern with an emphasis on (a) outward vision rather than an internal preoccupation, (b) strategic leadership rather than administrative detail, (c) clear distinction of Council and City Manager roles, (d) collective rather than individual decisions, (e) future rather than past or present, and (f) proactively rather than reactivity.

The Council will:

1. Deliberate in many voices, but govern in one.
2. The Council will be responsible for excellence in governing. The Council will establish policy with public input and counsel of city staff.
3. The Council may use the expertise of individual members to enhance the ability of the Council as a body. However, it is not the intention of the Council to defer the group's judgment to any one Council Member.
4. Lead and inspire the organization through the establishment of broad written policies reflecting the Council's mission, vision and values. The Council's major policy focus will be on the intended long-term impacts outside the operating organization, not on the administrative or programmatic means of attaining those effects.
5. Council shall adhere to its processes and policies at each meeting as defined by City Council Policies.



City of Watertown Policy: Gov 105	Title: Governing Process, Council Action	
Issue Date:	Updated:	Section: Governance Process
Policy Source: City Council Policies	Policy Audience: City Council	Total Pages: 1

The Watertown City Council works to achieve its mission in a prudent and ethical way and to make certain contributions to the total, which are unique to its public trusteeship role and necessary for proper governance and management of the City.

DRAFT



City of Watertown Policy: Gov 106	Title: Governance Process, Review and Update of Policies	
Issue Date:	Updated:	Section: Governance
Policy Source: City Council Policies	Policy Audience: City Council	Total Pages: 1

The Council will review all policies annually, although the Council may also review and update any policy at any time deemed prudent and necessary by the Council. The Council expects immediate adjustment by the City Manager to any policy change instituted by the Council.

DRAFT



City of Watertown Policy: CC Other 107	Title: Council-Staff Linkage	
Issue Date:	Updated:	Section: Other
Policy Source: City Council Policies	Policy Audience: City Council, City Manager, All Staff	Total Pages: 2

#### Council-Staff Linkage: City Manager Role

As the Council's primary operational link to City government, the City Manager's performance will be considered to be synonymous with organizational performance as a total. Consequently, the City Manager's job contributions can be stated as performance in these, but not limited to:

1. City government accomplishment of the provisions of Council policies.
2. City government operation within the boundaries of prudence and ethics established in Council policies

#### Council-Staff Linkage: Delegation to the City Manager

All Council authority delegated to staff is delegated through the City Manager, so that all authority and accountability of staff—as far as the Council is concerned—is considered to be the authority and accountability of the City Manager.

1. The Council will direct the City Manager to achieve certain results, for the citizens, at a certain cost, through the establishment of policies.
2. As long as the City Manager uses any reasonable interpretation of the Council's policies, the City Manager is authorized to establish all further policies, make all decisions, take all actions, establish all practices, and develop all activities.
3. The Council may change its policies, thereby shifting the boundary between Council and City Manager domains. By doing so, the Council changes the latitude given to the City Manager. Council members will respect and support the City Manager's decisions and choices, whenever made pursuant to existing Council Policies. Council Policies shall not be contradictory to the Home Rule Charter or applicable State Statutes.
4. Only decisions of the Council acting as a body are binding upon the City Manager.
5. In the case of Council members, citizen advisory committees, or others, requesting information or assistance without Council authorization, the City Manager may turn to the Council for guidance, especially when such requests will require an inordinate amount of staff time or funds, or are disruptive to the efficient operation of the City.

#### Council-Staff Linkage, Monitoring Executive Performance

Monitoring executive performance is synonymous with monitoring organizational performance against Council policies. Any evaluation of the City Manager's performance, formal or informal, shall be measured against these expectations. This policy places the burden of measuring performance on two primary considerations: well-defined policies, and reasonably accurate measurements. Without well-defined policies and reasonably accurate performance metrics, the effectiveness of monitoring performance is compromised.

1. The purpose of monitoring is simply to determine the degree to which Council policies are being fulfilled. Information that does not do this will not be considered monitoring. Monitoring will be as automatic as possible, using a minimum of Council time so that meetings can be used to create the future rather than to review the past.
2. A given policy may be monitored in one or more of three ways:
  - a. Internal report: Disclosure of compliance information to the Council from the City Manager
  - b. External report: Discovery of compliance information by an objective party who is selected by and reports directly to the Council. Such reports must assess executive performance only against policies of the Council, not those of the external party unless the Council has previously indicated that party's opinion to be the standard.
  - c. Direct Council inspection: Discovery of compliance information by a Council member, or the Council as a whole. This is a Council inspection of documents, activities or circumstances directed by the Council which allows a "prudent person" test of policy compliance.



3. The Council recognizes that, at times, non-compliance with a policy may be necessary and prudent in the short term. However, in order to monitor the performance of the City, and to modify policies that need improvement, the Council must be constantly aware of compliance issues. The Council expects monitoring and reporting compliance or non-compliance to be the City Manager's highest priority. To promote regular monitoring, the Council asks the City Manager to follow these guidelines:
  - a. All policy will be monitored by the City Manager who is expected to be responsible for achieving and maintaining compliance.
  - b. Any non-compliance of material significance shall be reported to the City Council as soon as practical; and such non-compliance shall be monitored and corrective actions taken by the City Manager to regain compliance.
4. At a minimum annually, the Council will institute a formal evaluation of the City Manager. The absence of a policy does not exempt the manager from Council performance measurement oversight.
5. The Council expects that, at a minimum annually, the City Manager will institute formal evaluations of Department Heads and file said evaluations with the Human Resources Department.



City of Watertown: Policy: CC Other 108	Title: City Manager Direction	
Issue Date:	Updated:	Section: Other
Policy Source: City Council Policies	Policy Audience: City Council	Total Pages: 1

The objective of this policy is to guide City Council Members on direction given to the City Manager on issues or items requiring action.

The City Council must take action through a motion, a second, and a vote during a public meeting in order to give formal direction to the City Manager. Individual Council members may continue to request information or assistance from the City Manager.

DRAFT



City of Watertown Policy: CC Other 109	Title: City Council Work Session Format	
Issue Date:	Updated:	Section: Other
Policy Source: City Council Policies	Policy Audience: City Council, City Manager, Staff, Public	Total Pages: 1

- 1.) Definition and Purpose. Work sessions are a common way for governing bodies to manage the time of formal meetings more effectively. By conducting the majority of the discussion at a work session, time allotted during the regular council meeting can be reserved for public input and formal decision making. Certain issues before the council are also more complicated than others and require extra time and in-depth discussion that is difficult to accommodate in a regular council meeting.

Work sessions can also provide opportunities for Council, staff and members of the public to review details and options regarding various topics that will be brought to Council for their action at future meetings.

Purposes include:

- Educational information about issues
- Receive progress reports on projects
- Review pending items
- In-depth policy discussions
- Receive presentations from staff, volunteer boards, experts and community groups

2.) General Rules

- Open to the public
- All meetings will be televised, pursuant to city policy
- Meetings will be in the City Hall Conference Room, unless circumstances require it to be moved
- A quorum of the Council is required to hold a study session
- Only votes on procedural items will be allowed, unless a special meeting has been called to take action on a necessary item
- Public Input is allowed at the discretion of the Chair

3.) Frequency/Day/Time

4.) Agenda; process, content

- Same deadlines as regular meeting. Wednesday prior at 5:00pm for all agenda topics and supporting materials, including PowerPoint and other presentations
- Topics are previously agreed upon issues
- A public agenda packet will be published



City of Watertown Policy: CC Other 110	Title: Donation/Naming Rights Policy	
Issue Date:	Updated:	Section: Other
Policy Source: City Council Policy	Policy Audience: Donors and City Staff	Total Pages: 3

1. Purpose

To establish a written policy for donations proposed at facilities, public parks, open space, trails, and other City of Watertown public property, easements, or rights-of-way

2. Policy

There are occasions when interested parties wish to donate to the City of Watertown. It is the policy of the City of Watertown to consider all donation requests and decide if accepting the gift is in the best interest of the community. Donations generally come in the form of facility enhancements, monetary gifts, memorial items, services/labor, equipment/materials, land/real property, or partnership projects.

3. Definitions

- A. Donor: Individual(s) providing financial contributions, items, or improvements of value
- B. Donations: A contribution of value that may take the form of financial (restricted or unrestricted), professional services, real estate/real property, facility/structure, or in-kind
- C. Donation Proposal Application: An application necessary to begin the donation process made available by the Finance Office and available on the City website.
- D. Review Team: A team comprised of City staff and/or citizens tasked with making a recommendation on the appropriateness of a proposed donation.

4. Administration

- A. A Donation Proposal Application must be submitted by the donating party to the Finance Office. As necessary, the City may develop a Review Team to consider the proposal. The following guiding principles will be considered when evaluating a proposed donation:
  - a. Appropriate location for placement
  - b. Easements, utilities, and existing structures
  - c. Liability and safety
  - d. Construction costs and any necessary City contribution
  - e. Future or on-going maintenance costs with budgetary impact
  - f. Future site development plans
  - g. Use restrictions
  - h. Natural Environment
  - i. Accessibility and usefulness
  - j. Overall public acceptance/approval
- B. Appropriate boards and commissions will be engaged if the donation falls under their purview
- C. Donations made on property with a conservation easement or deed restriction shall require approval from the easement holder if required per the applicable easement or deed



- D. Once the proposal is reviewed, City staff will respond to the applicant if the donation was accepted and/or follow up with the reasons the donation was rejected
- E. Implementation
  - a. Funding: All costs, including initial installation, labor, and materials are the responsibility of the donor unless the City agrees to provide financial or in-kind support. Some projects may require an endowment to ensure the longevity of the gift and assist with the City with future maintenance
    - i. In special situations, such as when the donor is allowed to hire a contractor, a memorandum of understanding or a project agreement may be required. A contingency fund may also be required, of up to 15% of the project's cost, to cover necessary change orders and overruns associated with the project. Remaining contingency funds will be applied to the endowment fund for future maintenance costs.
  - b. Installation: As applicable, an installation timeline shall be developed for all donations. Work performed by the City, contractor, or donor shall be identified. A City employee will be assigned as manager for the project
  - c. Removal or Relocation of Donor Project: Unless specifically agreed to in writing, the City may, at any future date, elect in its sole discretion to remove or relocate the donation. No permanent right, title, or interest of any kind shall vest in the Donor's behalf by virtue of donation acceptance
  - d. Vandalism and Maintenance: All routine and preventative maintenance costs are the City's expense unless otherwise agreed to. However, no special maintenance and/or replacement is guaranteed. Improvements made in a public space become the property of the City of Watertown and will be maintained by the appropriate department. The department can offer no guarantee or obligation, legal or otherwise, to maintain or replace signs, plaques, materials, equipment, structures, or other donated resources that are vandalized, lost, stolen, or otherwise damaged or destroyed
  - e. Donor Recognition: Permanent forms of recognition, such as plaques, signs, or decals, may be permitted only with the approval of the City Manager or City Manager's Designee. Permanent recognition plaques shall be harmonious and integrated with the character and features of the facility as determined by the Review Team. Other details, such as materials and wording, must be approved by the Review Team as part of the donation proposal process. Donor recognition should be consistent with naming rights policy (reference).
  - f. Liability: In no event shall the City be liable for value or tax assertions/claims by the Donor. The Donor(s) agree(s) to hold the City harmless and indemnify the City for any and all claims which might arise from any person, entity or corporation resulting from the Donor's use of City property, easements, or rights-of-way for installation purposes, or arising from the Donor's performance or improvement/item donated pursuant to this policy
- F. Donations exceeding \$50,000, and/or donations that require significant financial commitments from the city, will go to City Council for acceptance

#### 5. Naming Rights

The City of Watertown believes it is necessary and prudent to define a process for the naming of certain public spaces or improvements.

The City of Watertown may utilize such naming rights procedure as a means of generating revenue to assist with deferring some of the capital costs of such public spaces or improvements.

#### Purpose:

1. Recognition of a donor who significantly supported a public space or improvement
2. Recognition of a non-donor who exemplified public stewardship, purpose, commitment, or other high ideals of the community worthy of being named
3. Where appropriate, generate revenue or secure donations from private sources to defer a portion or entirety of the costs of the space or improvement



#### Items eligible to be named

Items need to have significance worthy of a name by which it would be recognizable in the community and be identified by its name. Examples include, but are not limited to:

1. Parks
2. Buildings, structures, unique monuments, and significant recreational amenities
3. Gardens and landscaped areas
4. Trails and pathway systems
5. Ponds or bodies of water of significance
6. Municipal streets

#### Items that may be named, but not subject to the foregoing policy, include:

1. Incidental items such as trees, park benches, planter boxes, picnic tables, rooms, and other minor improvements
2. Revenue generating naming rights covered by an agreement approved by City Council

#### Process

1. Persons may nominate/suggest a person and the item to be named by completing the nomination form and suggest a person and the item to be named by completing the nomination form and submitting it to the City
2. If the item nominated to be named is under the policy purview of an advisory board, the City Manager shall forward the nomination to the advisory board for a recommendation to the City Council. The City Manager may also make a recommendation
3. In the event the item to be named is not under the policy purview of an advisory board, the City Manager shall make a recommendation to the City Council
4. The City Council shall make the final decision on all naming rights subject to this policy
5. In cases where the City wishes to generate revenue to defer capital expenses through the utilization of this naming rights policy, staff shall seek out opportunities to identify and recruit potential donors

#### Recognition

1. Staff shall determine the means and methods of recognition of the named rights. (Signage, lettering, printing, etc. This shall be dependent upon, and will vary, based on the item to be named)
2. Recognition shall be based upon a timeline outlined within a contract unless determined to be perpetual. The City Council reserves the right to revoke perpetual naming for just cause, or at the request of the named individual/entity or their representative.



City of Watertown Policy: Ends 201	Title: Municipal Services	
Issue Date:	Updated:	Section: Ends
Policy Source: City Council Policies	Policy Audience: City Council, City Manager, Staff	Total Pages: 1

The City Council deems City Services, along with fiscal, management, as the highest priorities of the City Manager and City Employees. There is no more important function of City Government than to serve the Citizens of Watertown in a friendly, effective manner.

For this document, the City Council defines Municipal Services as Life Safety (police and fire), and Functional Services (all other departments).

#### Guideline A:

In terms of Life Safety, involving the police and fire departments, the City Manager will:

1. In emergency situations, coordinate and collaborate with the fire or police chief;
2. Maintain personnel at established baselines;
3. Provide appropriate equipment to maximize safety of personnel;
4. Enforce ordinances and laws;
5. Not allow controllable situations to develop that may raise insurance rates for citizens or for the City;
6. Maintain the budget in such a way that will provide the best possible quality of services.

#### Guideline B:

In terms of Functional Services, which include all departments of the City other than Life Safety, the City Manager will:

1. Repair infrastructure in a timely manner;
2. Approve changes that fall within the city's strategic and master plan;
3. Continually strive to improve operational efficiencies;
4. Establish, model, and enforce the highest standards of exceptional customer service and professionalism from city employees;
5. Enforce ordinances and laws;
6. Document ongoing citizen satisfaction and performance reviews for services provided;
7. Seek opportunities to share facilities with other entities;
8. Anticipate foreseeable needs;
9. Use foresight in developing services;
10. Deliver services in a timely and quality manner;
11. Consider citizen complaints;
12. Emphasize a user-friendly approach;
13. Apply technology whenever beneficial.

#### Guideline C:

The City of Watertown has unique enterprise operations including the Solid Waste Fund, the Wastewater Fund and the Regional Airport. In terms of enterprise operations, the City Manager will remain aware of and knowledgeable of all finances and operations of these enterprises.



City of Watertown Policy: Ends 202	Title: Business Models	
Issue Date:	Updated:	Section: Ends
Policy Source: City Council Policies	Policy Audience: City Council, City Manager, Staff	Total Pages: 1

The City Council chooses to import models and practices not only from government, but just as importantly, from innovative business models. In other words, the Council wants the City, whenever possible and prudent, to operate with similar systems and attitudes adopted by any successful business. Some of the major themes the Council chooses to emphasize are:

1. Benchmarking. The Council wants to constantly compare City performance with other cities and other departments to be sure Watertown is operating in not only an efficient, but creative and innovative manner. The City's emphasis and direction will, and should, differ considerably from other cities. However, information about best practices from other communities may help the Council make better choices.
2. Continuous improvement. The Council expects measurements of performance to challenge the status quo through the use of continuous improvement processes. Since the needs of our citizen customers are constantly changing, so should our practices.
3. Goal-setting. The Council expects each department to set challenging goals, focused on excellence and improvement.
4. Accountability. The Council expects the City Manager to hold City Employees to standards that encourage excellence in operations and service to each other and the citizens of Watertown aligned with the City's Core Values.



City of Watertown Policy: Ends 203	Title: Economic Development	
Issue Date:	Updated:	Section: Ends
Policy Source: City Council Policies	Policy Audience: City Council, City Manager, Staff	Total Pages: 1

The Council understands and intends to emphasize the importance of a healthy economy in Watertown and the surrounding area. For the entire community a healthy economy is critical to a high quality of life. Because of its great importance, there are many entities involved in economic development in Watertown. As the City is a significant funding source for much of the economic development efforts in Watertown, it is the Council's intention to spend economic development dollars in the wisest most productive manner possible. For purposes of this police, Economic Development is defined as: growth and/or expansion in residential, commercial, industrial and retail sectors and developing supporting infrastructure.

The City Council's desired goal is to have an economy that is healthy and growing with enough activity to support and fund public services, and expand the tax base. To achieve this end, the city will implement and maintain an economic development master plan that gives direction for municipal funding and economic development partnership expectations. The plan will include goals, metrics and indicators of success.



City of Watertown Policy: Ends 204	Title: Employee Training and Development	
Issue Date:	Updated:	Section: Ends
Policy Source: City Council Policies	Policy Audience: City Council, City Manager, Staff	Total Pages: 2

The Council values the City of Watertown employees as the face of Watertown. With this in mind, the work environment for employees shall be one in which employees are appreciated, respected and encouraged to grow and expand their skills. Compensation and benefit packages will promote excellence, within the safest possible working conditions. The goal of training shall be to provide tools to assist staff to exceed management and customer expectations.

Deviations from the below stated guidelines must be reviewed and approved by the Council.

**Guideline A:**

Training shall equip employees with the attitudes and behaviors necessary to achieve excellence. Based on this guideline, training shall:

1. Commence immediately upon hiring, and continue throughout the career of the employee, providing specific tools for optimal performance and productivity;
2. Emphasize continuous improvement of employees and processes;
3. Enhance an employee's opportunity for promotion;
4. Emphasize customer service;
5. Focus on effective technological practices.

**Guideline B:**

Compensation ranges will be objectively determined by the City Manager in accordance with this policy. Research shall compare compensation and benefits with those of other public entities with whom the City may compete for qualified employees, along with private sector organizations that have similar positions in the surrounding area.

Infrequently, full market surveys may be required to evaluate and implement necessary modifications to the City's pay system. Full market surveys that might require the services of a consultant to evaluate the City's compensation levels will be completed only upon recommendation of the City Manager, and approval by the Council.

The organizations to be included in the market research for non-exempt positions will consist of other public sector entities primarily in South Dakota, as well as private sector organizations in the local region, as appropriate, that have similar positions. For management and professional positions, the market will include many of the organizations previously identified, plus similarly sized cities in surrounding states that the city would compete with for applicants as identified by the City Manager.

It is not intended that the market will include significantly larger South Dakota cities, such as Sioux Falls and Rapid City, unless the market conditions clearly suggest the need to do so. In order to ensure that there is consistency in the methodology used when determining the compensation ranges and benefits, the City Manager will follow the guidelines below.

In addition to infrequent full market surveys, periodic checks of benchmark positions will be completed as directed by the City Manager to monitor and maintain the City's compensation program. To maintain compensation levels that are comparable to market, the City Manager will identify and select benchmark positions and organizations to survey on a timetable appropriate to upcoming budget year. Efforts will be made to survey the same or like organizations as in the previous survey unless an exception to this policy can be justified.



In order to maintain the internal equity of the compensation system, the following criteria will be used in evaluating the internal equity placement of City positions:

1. Scope of Supervision: Measures both the level of supervision required as well as the number of individuals supervised.
2. Job Knowledge: Measures the extent and nature of knowledge required to perform the duties of the position.
3. External Contacts: Measures the nature and frequency of external contacts.
4. Decision Making: Measures the level of decision-making and independent thought required.
5. Job Complexity: Measures level of analytical ability required in the position and the complexity of typical situations faced.
6. Physical Working Conditions: Measures nature of physical working environment and frequency in which employee typically works in that environment.
7. Exposure to Hazards: Measures employee's typical exposure to health and physical dangers and frequency of such exposure.

The Council will not assume an obligation to automatically increase pay ranges without justification. Justification will rely on a review of the Midwest CPI and specific salary data received/obtained from sources as determined appropriate by the City Manager. The purpose of this process is to develop a pay system that is fair and within market and to provide a process that is consistent and reproducible.

In summary, this policy provides further definition to the following Council policy. It is the intent of the Council for compensation to:

1. Be commensurate with individual productivity within the market range;
2. Be systematic, with defined ranges, with consistent span in the pay ranges where feasible using the median of the maximum rate of pay of surveyed positions as a benchmark;
3. Be used as a reward and motivation to achieve excellence;
4. Be attractive to top candidates;
5. Be adequate to retain top performers;
6. Exceed standards only when justified by exceptional performance;
7. Be structured, when appropriate, to allow staff attrition to maintain market rates.



City of Watertown Policy: Ends 205	Title: Intergovernmental Cooperation and Relations	
Issue Date:	Updated:	Section: Ends
Policy Source: City Council Policies	Policy Audience: City Council, City Manager, Staff	Total Pages: 1

The Council wishes to coordinate efforts with other governmental bodies, to mutual benefit, whenever possible. The Council will work closely with any governmental body seeking to serve the best interests of the Citizens of Watertown in a more integrated manner.

Staff must remember their importance in establishing and maintaining rapport with scores of governmental agencies and groups. At times, one staff person is the only representative of Watertown to encounter a given government official and regardless of the size or length of the interaction, the Council expects staff to conduct themselves in a manner that would be respectful.

Though too numerous to mention every governmental body, examples of governmental bodies that the Council wishes to coordinate efforts with include, but are not limited to: Federal, State, County, School District, Cities, and Municipal League.





# City Council

## Agenda Item

**Subject:** Approval of a 3-Year Facility Use Agreement for the Watertown Stadium between the Watertown School District 14-4 and the City of Watertown.

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

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

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### **BACKGROUND INFORMATION:**

The city and school district have a long history of entering into use agreements for facilities. This 3-year agreement provides for continued community use of the Watertown Stadium. The primary user during the summer season will be the Watertown Baseball Association for their upper-age group teams. Additional identified uses will be for the recreation division's youth football and other programs. The term was set to provide a secure venue for the 2025 Legion Baseball State Tournament and to allow time for planning and fundraising for either a major renovation to the stadium or the development of an alternate location. Under this agreement the ownership of the site is retained by the school district.

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### **FINANCIAL CONSIDERATIONS:**

During the term of this agreement the city agrees to pay for the utilities and general maintenance costs. The bulk of these costs (approximately 75%) will be offset by a separate but concurrent agreement between the City and the Watertown Baseball Association.

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

Dusty Rodiek – Parks, Recreation & Forestry Director

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

I move to approve the 3-Year Facility Use Agreement for the Watertown Stadium between the Watertown School District 14-4 and the City of Watertown.

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

[School- City Stadium agreement draft](#)





**WATERTOWN SCHOOL DISTRICT No. 14-4**  
*Facility Use Agreement*

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**Facility Use Agreement**

This Facility Use Agreement ("Agreement") is made and entered into on [Date], by:

**Facility Owner/Operator:**

Watertown School District 14-4  
200 9<sup>th</sup> Street Northeast, Watertown, SD 57201

AND

**Tenant:**

City of Watertown  
23 2<sup>nd</sup> Street NE, Watertown, SD 57201

**1. Facility**

The facility subject to this agreement is located at:  
Watertown Stadium  
1600 West Kemp Ave, Watertown, SD 57201

*\*Facility excludes surrounding District owned lots.*

**2. Purpose of Use**

The facility will be used for the following purpose(s): Watertown Baseball Association Use

**3. Duration of Use**

- March 1, 2025 and terming on March 1, 2028.

**4. Payment and Fees**

The Tenant agrees to pay the following fees for use of the facility:

- Actual Cost of Utilities, (Electrical, Gas, Water, Sewer) at an estimated yearly total of \$18,500.
  - Utilities will be billed to the City on a month-by-month basis with a due date of the 30<sup>th</sup> of each billing.
  - Other services; including but not limited to garbage services, etc.





- Actual Cost of maintenance and repairs
  - The stadium structure and use will be rented out on an as is condition. Any updates to the facility to host baseball will be at the cost of the Tenant.
  - This Lease and Facility Use Agreement shall be considered a triple-net Lease and Facility Use Agreement, and facility owner shall have no obligation for any costs related to the occupancy or use of the facility, including, but not limited, to costs for capital improvement, structural repairs and maintenance, ordinary repairs and maintenance, facility services and supplies, and other miscellaneous costs.

### **5. Responsibilities of the Tenant**

The Tenant agrees to:

- Use the facility solely for the agreed-upon purposes.
- Maintain the cleanliness and orderliness of the facility during and after use.
- General maintenance of the stadium facility.
  - Tenant will be responsible for mowing and general maintenance of stadium facility, including the cleaning and maintenance of general areas including locker rooms, concession stands, and any other areas that will be utilized.
  - Snow removal and general maintenance to prepare the facility for the winter months.
- Ensure all equipment and property are returned to their original state.
- Comply with all applicable laws, ordinances, and facility rules.
- Provide adequate supervision for all participants and attendees.

Tenant shall not permit any act, sale, or storage that may be prohibited under standard forms of fire insurance policies, nor use the premises for any such purpose. In addition, no use shall be made or permitted to be made that shall result in (1) waste on the demised premises; (2) use that may be of disturbance to the city and surrounding neighborhood; (3) improper, unlawful or otherwise objectionable uses. Tenant shall comply with all governmental regulations and statutes affecting Watertown School District premises, now and in the future.

### **6. Indemnification and Liability**

The Tenant agrees to indemnify and hold harmless the Facility Owner from any and all claims, damages, or liabilities arising out of or in connection with the Tenant's use of the facility, including but not limited to injury or damage to persons or property, and including damages arising out of structural defects in the facility itself.

### **8. Insurance Requirements**

Facility Owner shall maintain property and commercial general liability insurance in an amount determined by Owner. Owner shall not insure any of Tenant's personal property and shall not be liable for any damage to Tenant's personal property, furnishings, or fixtures.





### **9. Termination of Agreement**

The Facility Owner reserves the right to terminate this Agreement if the Tenant fails to comply with any of the terms and conditions set forth herein.

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings, whether written or oral, concerning the subject matter of this Agreement.

### **10. Signatures**

By signing below, the parties agree to the terms and conditions outlined in this Facility Use Agreement.

#### **Facility Owner/Operator:**

Signature: \_\_\_\_\_

Name: [Printed Name]

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

#### **Tenant:**

Signature: \_\_\_\_\_

Name: [Printed Name]

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





## City Council

### Agenda Item

**Subject:** Approval of a 3-Year Watertown Stadium Use Agreement between the City of Watertown and the Watertown Baseball Association.

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

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

---

#### **BACKGROUND INFORMATION:**

This 3-year agreement provides for continued community use of the Watertown Stadium. This agreement will run simultaneously with a proposed School District/City use agreement on the site. WBA will have use of the Stadium baseball field for its summer seasons and will host the 2025 Legion Baseball State Tournament. The 3-year term allows for planning and fundraising for either a major renovation to the stadium or the development of an alternate location. Beyond the use by WBA, the City recreation division would move its youth football program to the Stadium in the Fall.

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#### **FINANCIAL CONSIDERATIONS:**

During the term of this agreement the Watertown Baseball Association will compensate the City a flat fee of \$11,000/ year to cover utility, mowing and field maintenance costs for their use. Additionally, they will cost share any required repairs to lights and scoreboards and are solely responsible for their own sound system.

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

Dusty Rodiek – Parks, Recreation & Forestry Director

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

I move to approve the 3-Year Watertown Stadium Use Agreement between the City of Watertown and the Watertown Baseball Association.

---

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

[Watertown Stadium Use Agreement](#)



**WATERTOWN STADIUM USE AGREEMENT**  
**Between the City of Watertown**  
**and Watertown Baseball Association**

**This Facility Use Agreement** ("Agreement") is entered into as of [Date], by and between the CITY of Watertown ("CITY") and the Watertown Baseball Association, a South Dakota non-profit corporation ("WBA"). This Agreement outlines the policies, terms, and conditions for the use of Watertown Stadium by the WBA.

**Section 1: Recitals, General Purpose, and Term**

The Watertown Baseball Association, Inc. is a South Dakota non-profit corporation supporting baseball programming in Watertown. The CITY and WBA have developed and maintained a progressive history and productive working relationship cooperatively providing baseball programs serving the Watertown community. To that end, this agreement shall set forth policies, terms and conditions for the use and operation of the Watertown Stadium. This Agreement shall commence on 3/01/25 and continue through 3/01/28.

**Section 2: Ownership of Facility**

The Parties understand the Watertown Stadium is owned by the Watertown School District and is being leased by the CITY and operated through its Parks, Recreation and Forestry Department; and that WBA is a facility user. The CITY recognizes WBA as one of the major users of the facility. The building and all its permanent fixtures and equipment shall be owned by the Watertown School District and leased by the CITY except for those specifically noted as being owned by WBA.

**Section 3: Persons Responsible for Administration of this Agreement**

The CITY designates the Director of Parks, Recreation, and Forestry as the person responsible for administration of this agreement and overall management of the facility. The Director shall utilize CITY resources such as personnel and equipment as a means of administering this agreement. WBA shall designate a contact person (WBA President) responsible for administration and enforcement of this agreement. From time to time, CITY shall work with other designated WBA representatives (ex: WBA Director of Baseball Operations) depending upon the issue or project contemplated.

**Section 4: General Facility Operations and Responsibilities**

A. **WBA Responsibilities.** The WBA is responsible for, and agrees to:

1. Pay an annual fee of \$11,000 to the CITY to be paid on or before March 1 of each year.
2. Perform general maintenance and preparation of the infield area for practices and games.
3. Construct and maintain the pitching mound.
4. Set up and remove field fences and batting cages as needed.
5. Cover all costs for facility updates or improvements specifically for WBA activities.
6. Cover all costs associated with desired field logo painting.
7. Be responsible for the maintenance, repairs, and operation costs of the sound system.



8. Share repair costs with the CITY for field lighting and scoreboard systems.
9. Provide the CITY with a schedule of facility use in advance of the season.
10. Maintain the cleanliness of the facility during and after use.

B. **CITY Responsibilities.** The CITY is responsible for and agrees to:

1. Cover the cost of facility utilities and garbage service.
2. Clean Stadium restroom facilities as part of the regular maintenance schedule.
3. Perform all aspects of sports turf management and general maintenance of the stadium area.
4. Maintain and control the irrigation system for the stadium.
5. Provide for maintenance of field lighting and scoreboards, with repair costs shared with WBA.
6. Paint foul lines as required.
7. Provide agricultural lime (aglime) for infield needs.
8. Supply field chalk, mound clay, conditioner and drying agent as needed.
9. Assist with installation of backstop netting.
10. Allow for storage of approved baseball equipment.

#### **Section 5: Shared Costs Between WBA and CITY**

Both parties agree to equally share costs related to repairs of the field lighting and scoreboard systems. All maintenance and repairs by CITY is contingent upon available funds and approval, when necessary, of the City Council.

#### **Section 6: Facility Cleanliness and Storage Space**

The WBA shall ensure that the facility is clean and orderly during and after their use. Failure to comply may result in additional cleaning fees charged by the CITY.

To the extent available, and with the specific permission of each request, CITY agrees to make certain areas of the facility available to WBA for storage of WBA-owned equipment and supplies. Such stored items shall be owned by WBA and for the benefit of WBA and its programs. For such equipment, WBA agrees to hold the CITY harmless for any loss, damage, or theft of said equipment while in storage at the facility.

#### **Section 7: Insurance**

The WBA shall maintain general liability insurance covering their use of the facility, naming the City of Watertown as an additional insured. Proof of insurance must be provided annually.

#### **Section 8: Indemnification**

The WBA agrees to indemnify, defend, and hold harmless the CITY, its officers, agents, and employees from all claims, damages, liabilities, liens, judgment, costs, damages, and expense of whatsoever kind, including costs and reasonable attorney's fees, which may in any way be suffered



by the CITY by reason of, or arising out of, the operations by WBA including but not limited to all services and concessions. WBA shall, during the term hereof, hold CITY harmless and indemnify it from any and all damages and demands that may result from all acts, including third-party claims and negligence of WBA, including specifically, but not limited to, personal injury and property damage claims arising out of or incidental to the use, maintenance or operation by WBA or his employees or agents, of any of the structures, appliances, equipment or operations referred to in this Agreement.

**Section 9: Termination**

This Agreement may be terminated by either party with 30 days written notice. In the event of termination, the WBA will be responsible for pro-rata payment of any fees due as of effective the termination date.

**Section 10: Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding the use of Watertown Stadium. Any amendments to this Agreement must be in writing and signed by both parties.

**Section 11: Use by CITY**

Both parties recognize and acknowledge the facility will accommodate other functions, and CITY may provide and use the facility for flag football in the fall and events in the summer. Any summer events will be coordinated between the Parties so as not to interfere with WBA’s services and programs.

**Signatures**

**CITY of Watertown**

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

**Watertown Baseball Association**

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





# City Council

## Agenda Item

**Subject:** Approval of a Lease Purchase Agreement for 45 New Gas Club Cars with accessories and 2 Utility Carryall Vehicles via a Sourcewell Bid to NB Golf Cars in the amount of \$12,076.10 per month for a 4-Year Season Term Lease.

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

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

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### BACKGROUND INFORMATION:

The current golf car lease agreement ended in 2024. The new proposal is for a 45 gas car fleet and 2 utility vehicles (1 Gas and 1 LI). Included in the Utility proposal you will see the trade equity outlined for the \$2,000.00 on your trade in. In order to take advantage of the "Public Finance" rate of 5.45% we have to write this as a Lease Purchase but NB Golf will provide a Buyback guarantee agreement to the City for the final balloon payment on both the utilities and cars that will be paid by NB Golf.

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### FINANCIAL CONSIDERATIONS:

The golf car lease is budgeted in the 2025 Park & Recreation budget worksheet and comes out of the 201-45125-42400 account. The Sourcewell contract through NB Golf Cars in the amount of \$12,076.10 per month would come in \$2,923.90 below budget if approved.

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### OVERSIGHT / PROJECT RESPONSIBILITY:

Dusty Rodiek – Parks, Recreation & Forestry Director  
Levi Pearson – PGA Head Professional / Manager, Cattail Crossing Golf Course

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### STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the Lease Purchase Agreement for 45 New Gas Club Cars with accessories and 2 Utility Carryall Vehicles via a Sourcewell Bid to NB Golf Cars in the amount of \$12,076.10 per month for a 4-Year Season Term Lease.

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### ATTACHMENT(S):

[Golf Car Lease Purchase](#)





**PREPARED FOR:** City of Watertown, South Dakota  
Cattail Crossings Golf Course  
351 South Lake Drive  
Watertown, SD 57201

**DATE:** January 9, 2024

### **NEW GOLF CAR LEASE PURCHASE**

NB Golf, LLC proposes to lease to City of Watertown, Cattail Crossings Golf Course, 45 new Club Car **TEMPO** Gas (E.F.I) vehicles. The following options are standard and are included in this per car price: canopies, dual USB ports, comfort grip steering wheels and numbers. Additional accessories included in these quotes per customer request include "Club Car Style" package with Metallic Paint, Alloy Wheels and Club Car premium seating. Also included, GPS hardware (4G-EXT-DIST-14S) extension (new hardware/wired struts and existing screens and ONE module \*Golfer Experience), Fuel Gauge/hour meter, Custom logo (center cowl), hinged windshield, ball and club washer (drivers side), cooler (passenger side), strut mounted sand and seed and annual service after years: 1,2, and 3. Contract pricing below is for NEW car lease ONLY.

**Pricing included according to Sourcewell contract pricing. Per Contract #122220-CCR,**

**City of Watertown Member ID #43097**



**Sourcewell Contract #122220-CCR Pricing**  
**City of Watertown Member ID #43097**

**PRICE PER/CAR**

\$ 9,789.89

\$(2,774.55) NB Golf Cars additional per car discount

**\$7,015.34 Per Car**

**QUANTITY**

45

**MONTHLY PER CAR PMT**

\$193.34

**MONTHLY FLEET PMT**

\$8,700.30

**Lease Purchase**

**City of Watertown becoming owner at end of term**

**Guarantee Buyback from NB Golf, LLC**

**4 Season Term**

**Monthly Payments 6 on/6off schedule**

**Payment Months: April, May, June, July, August and September**

**Final Balloon Payment due: 10/2028 – of \$153,000.00**

**Annual Service included after years: 1,2,3**

**GPS Modules billed by GPSI direct – pricing listed pcpm (PER CAR PER MONTH)  
6 on/6 off payment schedule**

**Existing Offerings:**

**\$14.00 pcpm – Integrated Speakers with Bluetooth**

**\$16.00 pcpm – Car Control module**

**= \$30.00, Fleet monthly payment billed by GPSI direct = \$1,350.00**

**Fleet total monthly payment = \$10,050.30**

**(Lender - \$8,700.30 + GPSI - \$1,350.00 = \$10,050.30)**

**+ \$27.00 pcpm – Car Tracking Module (NEW) = \$1,215.00**

**Fleet Total payment = \$11,265.30**

**(Lender - \$8,700.30 + GPSI - \$2,565.00 = \$11,265.30)**



The lease contract shall be subject to the terms and provisions of the contract to be executed by the parties. Upon fulfilling all terms and conditions of this agreement, the equipment will become the property of City of Watertown dba Cattail Crossings Golf Course

- All applicable taxes are additional. Tax exempt purchases must include valid state exemption.
- Subject to credit approval
- City of Watertown/Cattail Crossings has to provide insurance on golf cars.
- City of Watertown/Cattail Crossings is responsible for any cost associated with abuse, neglect or damage to the golf cars. Any damaged golf cars must be repaired prior to Lease termination
- Regular Maintenance is the responsibility of the Golf Course, annual service IS included on gas proposal for fleet cars only at the conclusion of season, 1, 2, and 3
- Warranty items would be handled directly by NB Golf Cars – INSIDE WARRANTY TIME PERIOD - ITEMS OUT OF WARRANTY WOULD BE SUBJECT TO SERVICE CALL
  - \*\*Upon Notice from the Golf Course – 24-72 hour response
- City of Watertown/Cattail Crossings will store the golf cars during the off season
- Tournament cars will be provided at Partner pricing of \$45.00/per car + mileage
  - Must be booked with signed agreement in house to finalize reservation
- **These quotes are based on an estimated interest rate provided by the lender**
- **Price quotation firm for thirty days from day of original proposal 01/09/2025**
- **Estimated arrival Q1 2025 - Actual arrival will be determined by order date**
- **Upon completion of the REGULAR Lease/Payment Term –The equipment will be the property of City of Watertown/Cattail Crossings Golf Course**
- **NB Golf will offer a buyback agreement to purchase equipment for final balloon payment purchase price \*Buyback agreement attached**

*The price quoted is subject to NB Golf's receipt of the Equipment prior to any change in price or additional charges by Club Car. All such price increases and additional charges will communicated to Customer and added to the purchase price. The purchase price is also subject to any new or increased taxes or surcharges imposed after the date of this \*quote/order upon the purchase of the Equipment by NB Golf or upon the sale of the Equipment to Customer. Such increased taxes or surcharges will be added to the purchase price.*

Accepted By: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NB Golf, LLC  
By: Janet Thomsen/Greg Gilbertson  
Thank you for your interest  
in our product





**PREPARED FOR:** City of Watertown, South Dakota  
Cattail Crossings Golf Course  
351 South Lake Drive  
Watertown, SD 57201

**DATE:** January 09, 2025

### **NEW UTILITY CARRYALL 502 LEASE PURCHASE**

NB Golf, LLC proposes to lease to City of Watertown, Cattail Crossings Golf Course, 2 new Carryall 502 utility vehicles. 1 Gas and 1 Lithium powertrain options. Pricing Includes: Utility Box, Trailer Hitch, Diff Guard, Canopy, Split Windshield, Multi Tool Holder, Ratchet Tool Holder, Brush guard and Electric Dump Box. Pricing reflects trade equity of \$2,000.00

**Pricing included according to Sourcewell contract pricing. Per Contract #122220-CCR, City of Watertown Member ID #43097**

**Sourcewell Contract #122220-CCR Pricing**  
**City of Watertown Member ID #43097**  
**Lithium Carryall 502 Utility (1 Count)**

**PRICE PER/CAR**

\$ 15,811.18  
\$(981.33) NB Golf Cars additional per car discount  
**\$14,829.85 Per Vehicle**

**City of Watertown Member ID #43097**  
**Gas Carryall 502 Utility (1 Count)**

**PRICE PER/CAR**

\$ 13,705.18  
\$(2,347.63) NB Golf Cars additional per car discount  
**\$11,357.55 Per Vehicle**



Lease Purchase  
City of Watertown becoming owner at end of term  
Guarantee Buyback provided by NB Golf, LLC  
4 Season Term  
Monthly Payments 6 on/6off schedule  
Payment Months: April, May, June, July August, and September  
Final Balloon Payment due 10/2028 – of \$7,900.00  
Includes \$2,000.00 Trade Equity (\$26,1687.40 - \$2,000.00 = \$24,187.40)

<u>TOTAL FINANCED</u>	<u>QUANTITY</u>	<u>MONTHLY FLEET PMT</u>
\$24,187.40	2	\$810.80

The lease contract shall be subject to the terms and provisions of the contract to be executed by the parties. Upon fulfilling all terms and conditions of this agreement, the equipment will become the property of THE City of Watertown dba Cattail Crossings Golf Course

- All applicable taxes are additional. Tax exempt purchases must include valid state exemption.
- Subject to credit approval
- City of Watertown/Cattail Crossings has to provide insurance on vehicles
- City of Watertown/Cattail Crossings is responsible for any cost associated with abuse, neglect or damage to the golf cars. Any damaged vehicles must be repaired prior to Lease termination
- Regular Maintenance is the responsibility of the Golf Course, annual service IS NOT included on utility vehicles
- Warranty items would be handled directly by NB Golf Cars – INSIDE WARRANTY TIME PERIOD - ITEMS OUT OF WARRANTY WOULD BE SUBJECT TO SERVICE CALL
  - \*\*Upon Notice from the Golf Course – 24-72 hour response
- City of Watertown/Cattail Crossings will store the vehicles during the off season
- These quotes are based on an estimated interest rate provided by the lender
- Price quotation firm for thirty days from day of original proposal 01/09/2025
- Estimated arrival Q1 2025 - Actual arrival will be determined by order date
- Upon completion of the REGULAR Lease/Payment Term including final balloon payment the equipment will become the property of the City of Watertown/Cattail Crossings Golf Course
- NB Golf will offer a buyback agreement to purchase equipment for the final balloon payment purchase price \*Buyback agreement attached

*The price quoted is subject to NB Golf's receipt of the Equipment prior to any change in price or additional charges by Club Car. All such price increases and additional charges will be communicated to Customer and added to the purchase price. The purchase price is also subject to any new or increased taxes or surcharges imposed after the date of this \*quote/order upon the purchase of the Equipment by NB Golf or upon the sale of the Equipment to Customer. Such increased taxes or surcharges will be added to the purchase price.*

Accepted By: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NB Golf, LLC  
By: Janet Thomsen/Greg Gilbertson  
Thank you for your interest  
in our product



Date: January 09, 2025

### **NB Golf Guarantee Buy Back Agreement**

To receive a Municipal rate for City of Watertown/Cattail Crossings Golf Course, NB Golf, LLC had to submit a Municipal Lease to Purchase proposal for the 45 Club Car Tempo golf cars + the 2 Utility 502 cars (1 Gas and 1 Lithium) to be acquired by the City of Watertown. The municipal lease - purchase agreement is to be financed by De Lage Landen Public Finance, LLC

1. Normal wear and tear of the golf cars is expected.
2. Annual service and maintenance needed on **golf cars** provided by NB Golf, LLC.
3. Golf cars are in running condition.
4. Golf cars are free of any liens or encumbrances.
5. Any damage or neglect to golf car beyond normal wear and tear, buy back will be adjusted.

If the above conditions are met, the Club Car Tempo Gas golf car guarantee buy back value after four years will be \$3,400.00 per car for 45 cars = \$153,000.00

If the above conditions are met, the Club Car Carryall 502 Utility guarantee buy back value after four years will be \$3,500.00 on CA502 Gas and \$4,400.00 on Carryall 502 Lithium Utility = \$7,900.00

NB Golf, LLC

Greg Gilbertson  
Chief Operating Officer

James A. Ness  
President

I have read and understand the above terms and conditions of the guarantee buy back and, on behalf of the City of Watertown, being authorized to do so, agree to be bound thereby.

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

\_\_\_\_\_  
City of Watertown dba Cattail Crossings Golf Course





# City Council

## Agenda Item

**Subject:** Approval of a Bid Award for the 2025 Neighborhood Street Reconstruction 2nd Avenue NE, Project No. 2504, to DeBoer Construction Inc in the Amount of \$1,156,696.80

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

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

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### BACKGROUND INFORMATION:

On February 6, 2025, five (5) bids were received for the 2025 Neighborhood Street Reconstruction Project 2nd Avenue NE No. 2504. DeBoer Construction Inc of Clear Lake, SD had the lowest bid of \$1,156,696.80.

Base Bid 1 - The project includes the reconstruction of 2nd Avenue Northeast from Maple St N to 5th Street NE. This project consists of approximately 2,850 SY of 2" Milling, 4,900 SY of Full Depth Milling, 2,183 LF of Removing Concrete Curb and Gutter, 4,073 SF of Removing Concrete Sidewalk, 13 SY of Removing Concrete Valley Gutter, 1,940 CY of Unclassified Excavation, 6,200 SY of Base Course, 80 SY of Installing 6" Concrete Fillet Section, 4701 SF of Installing 4" Concrete Sidewalk, 522 SF of Installing 6" Concrete Sidewalk, 140 SF of Furnishing & Installing Detectable Warning Panels, 2,333 LF of Installing Wtn. Modified SDDOT Type B66 C&G or Type P Gutter, 14 Inlet Protections, 7,690 SY of Asphalt Concrete Composite, 8 EA of Type B Drop Inlet with Frame and Grate, 5 EA of Junction Box with Manhole Frame and Cover, 295 LF of Remove Storm Sewer Pipe, 2 EA of Clear and Grub Tree, 142 LF of Install Storm Sewer Pipe, and landscaping.

Base Bid 2 - WMU Water Main Replacement - This project consists of approximately 1,100 LF of Cast Water Main removal, along with fittings, and hydrant leads. 105 LF of Remove Water Service, 4, Salvage Fire Hydrant, 2,070 LF Install PVC Water Main, 65 LF 8" Fusible C900 Water Main, 109 various sized Megalug, various sized couplers and fittings, 5 Install Fire Hydrant, 2,230 LF I/C #10 Tracer Wire, 375 LF 1" Copper with fittings, 1,435 SY Full Depth Milling, 1,435 SY of 4" Asphalt Composite, 480 CY Unclassified Excavation, 1,435 SY of Haul and Place Salvage Asphalt Mix, 1,435 SY Woven Geotextile Fabric, 1,435 SY 6" Base Course.

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### FINANCIAL CONSIDERATIONS:

The funding for this project has been budgeted in the Capital Improvement Fund, Account 212-43180-43919 in the amount of \$2,500,000. The City portion of the project is \$779,416.50 (Base Bid 1), which is under budget. The additional street reconstruction funds will be utilized for additional street projects to fit within the overall street CIP budgets.

Watertown Municipal Utilities will pay the Contractor for Base Bid 2 (\$377,280.30) and be responsible for (33%) \$31,020.00 of the Mobilization bid item cost for a total amount of \$408,300.30.



**OVERSIGHT / PROJECT RESPONSIBILITY:**

Justin Petersen, City Engineer

Caitlyn German, Engineer Technician/Project Manager

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**STAFF RECOMMENDATION / SUGGESTED MOTION:**

Staff recommends approval of the bid award through the following motion:

I move to approve the Bid Award for the 2025 Neighborhood Street Reconstruction 2nd Avenue NE, Project No. 2504, to DeBoer Construction Inc in the Amount of \$1,156,696.80, pending Watertown Municipal Utilities Board approval.

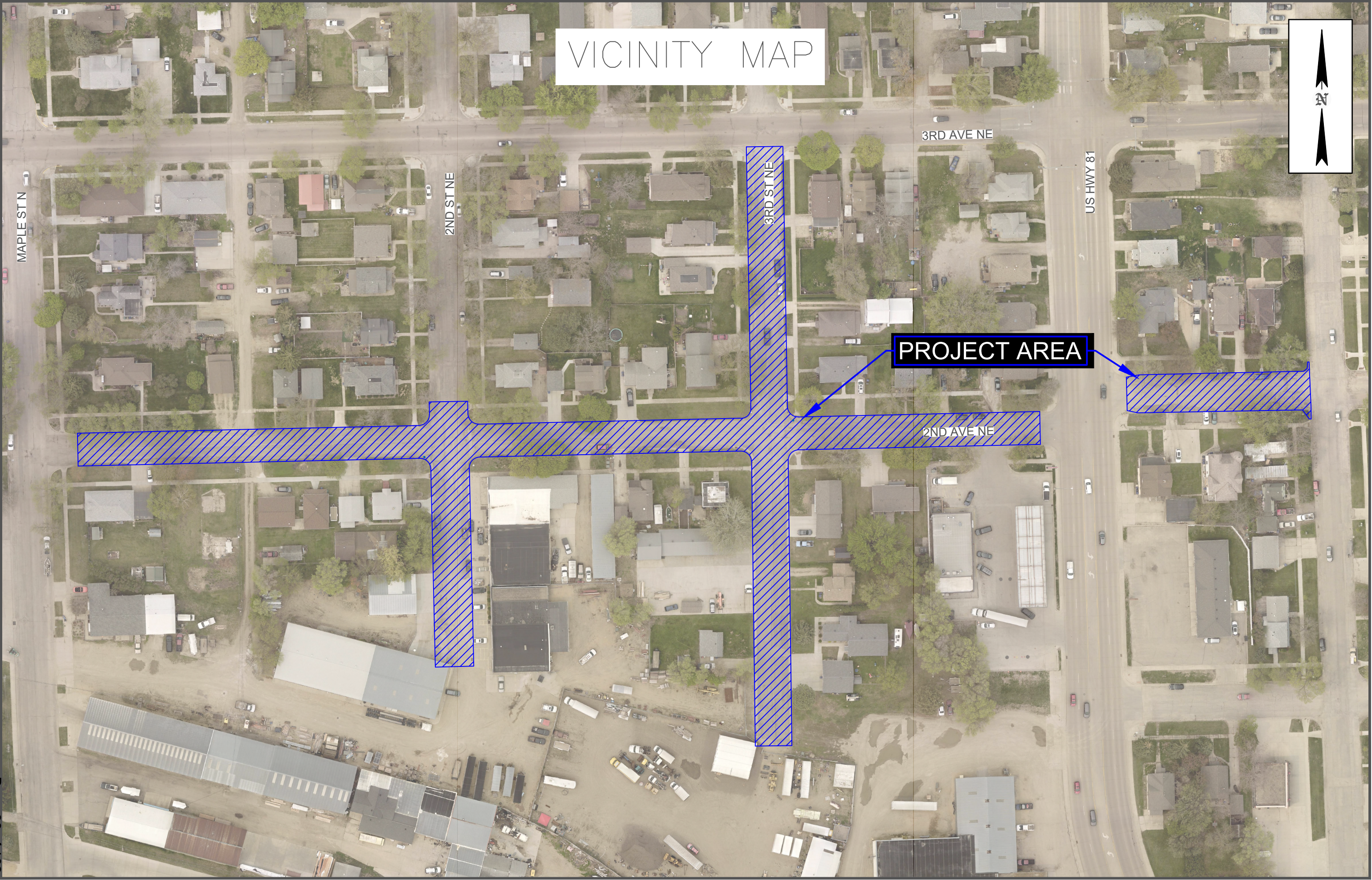
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**ATTACHMENT(S):**

[2nd Ave Vicinity Map](#)

[2504 Bid Tab](#)







Estimate of Quantities 2025 Neighborhood Street Reconstruction Project No. 2504 City of Watertown, South Dakota				City of Watertown 1/21/2025 Ph: 605-882-6202 Engineer Estimate		Deboer Construction Inc 47492 SD Hwy 22 Clear Lake, SD 57226 612-219-9014		L.L. & Sons PO Box 43 Hazel, SD 57242 320-349-1430		J&J Earthworks 1002 S Madison St. Milbank, SD 57252 605-924-0496		Duininck, Inc. 408 6th St Prinsburg, MN 56281 320-978-6011		Level Contracting 19151 448th Ave Lake Norden, SD 57248 605-902-9807	
Base Bid 1															
ITEM NO.	STD. BID ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL
1	1.000	Mobilization	Lump Sum	\$ 75,717.75	\$ 75,717.75	\$ 94,000.00	\$ 94,000.00	\$ 100,000.00	\$ 100,000.00	\$ 125,000.00	\$ 125,000.00	\$ 141,000.00	\$ 141,000.00	\$ 364,523.00	\$ 364,523.00
2	2.000	Traffic Control, Miscellaneous	Lump Sum	\$ 6,500.00	\$ 6,500.00	\$ 9,700.00	\$ 9,700.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,850.00	\$ 2,850.00	\$ 3,396.00	\$ 3,396.00
3	2.005	Traffic Control Signs	337 S.F.	\$ 16.50	\$ 5,560.50	\$ 5.00	\$ 1,685.00	\$ 8.00	\$ 2,696.00	\$ 10.00	\$ 3,370.00	\$ 10.00	\$ 3,370.00	\$ 12.00	\$ 4,044.00
4	2.020	Type 3 Barricade, 6' Double Sided	28 Each	\$ 165.00	\$ 4,620.00	\$ 125.00	\$ 3,500.00	\$ 100.00	\$ 2,800.00	\$ 150.00	\$ 4,200.00	\$ 100.00	\$ 2,800.00	\$ 120.00	\$ 3,360.00
5	3.005	Clear and Grub Tree	2 Each	\$ 2,200.00	\$ 4,400.00	\$ 850.00	\$ 1,700.00	\$ 1,250.00	\$ 2,500.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00	\$ 100.00	\$ 200.00
6	4.005	Remove Concrete Curb & Gutter	2,183 L.F.	\$ 7.70	\$ 16,809.10	\$ 6.00	\$ 13,098.00	\$ 10.00	\$ 21,830.00	\$ 6.00	\$ 13,098.00	\$ 9.35	\$ 20,411.05	\$ 1.85	\$ 4,038.55
7	4.020	Remove Concrete Sidewalk	4,073 S.F.	\$ 2.20	\$ 8,960.60	\$ 1.00	\$ 4,073.00	\$ 1.75	\$ 7,127.75	\$ 1.25	\$ 5,091.25	\$ 1.75	\$ 7,127.75	\$ 8.41	\$ 34,253.93
8	4.030	Remove Concrete Approach Pavement	285 S.Y.	\$ 27.50	\$ 7,837.50	\$ 15.00	\$ 4,275.00	\$ 15.00	\$ 4,275.00	\$ 25.00	\$ 7,125.00	\$ 26.40	\$ 7,524.00	\$ 19.63	\$ 5,594.55
9	4.050	Remove Concrete Valley Gutter	13 S.Y.	\$ 27.50	\$ 357.50	\$ 50.00	\$ 650.00	\$ 20.00	\$ 260.00	\$ 25.00	\$ 325.00	\$ 20.60	\$ 267.80	\$ 30.16	\$ 392.08
10	4.095	6" PCC Approach Pavement	507 S.Y.	\$ 19.80	\$ 10,038.60	\$ 80.00	\$ 40,560.00	\$ 88.87	\$ 45,057.09	\$ 125.00	\$ 63,375.00	\$ 68.00	\$ 34,476.00	\$ 115.00	\$ 58,305.00
11	4.105	Install 6" PCC Fillet Section	80 S.Y.	\$ 33.00	\$ 2,640.00	\$ 135.00	\$ 10,800.00	\$ 115.89	\$ 9,271.20	\$ 125.00	\$ 10,000.00	\$ 115.00	\$ 9,200.00	\$ 280.00	\$ 22,400.00
12	4.145	Install 24" B66/P6 Concrete Curb and Gutter	2,333 L.F.	\$ 35.20	\$ 82,121.60	\$ 24.50	\$ 57,158.50	\$ 30.38	\$ 70,876.54	\$ 27.00	\$ 62,991.00	\$ 21.00	\$ 48,993.00	\$ 35.00	\$ 81,655.00
13	4.155	Install 4" Concrete Sidewalk	4,701 S.F.	\$ 7.00	\$ 32,907.00	\$ 8.00	\$ 37,608.00	\$ 6.31	\$ 29,663.31	\$ 9.00	\$ 42,309.00	\$ 7.00	\$ 32,907.00	\$ 10.00	\$ 47,010.00
14	4.160	Install 6" Concrete Sidewalk	522 S.F.	\$ 11.00	\$ 5,742.00	\$ 10.00	\$ 5,220.00	\$ 13.92	\$ 7,266.24	\$ 11.00	\$ 5,742.00	\$ 8.00	\$ 4,176.00	\$ 11.00	\$ 5,742.00
15	4.185	Furnish & Install Detectable Warning Panels	140 S.F.	\$ 50.00	\$ 7,000.00	\$ 65.00	\$ 9,100.00	\$ 45.87	\$ 6,421.80	\$ 55.00	\$ 7,700.00	\$ 55.00	\$ 7,700.00	\$ 21.42	\$ 2,998.80
16	5.000	Remove Drop Inlet	8 Each	\$ 385.00	\$ 3,080.00	\$ 700.00	\$ 5,600.00	\$ 625.00	\$ 5,000.00	\$ 750.00	\$ 6,000.00	\$ 265.00	\$ 2,120.00	\$ 524.13	\$ 4,193.04
17	5.013	Remove Storm Sewer Pipe	295 L.F.	\$ 11.00	\$ 3,245.00	\$ 40.00	\$ 11,800.00	\$ 20.00	\$ 5,900.00	\$ 15.00	\$ 4,425.00	\$ 24.00	\$ 7,080.00	\$ 26.34	\$ 7,770.30
18	5.050	Remove Manhole	3 Each	\$ 375.00	\$ 1,125.00	\$ 1,000.00	\$ 3,000.00	\$ 600.00	\$ 1,800.00	\$ 850.00	\$ 2,550.00	\$ 350.00	\$ 1,050.00	\$ 2,037.86	\$ 6,113.58
19	5.073	Remove and Reset Pipe	100 L.F.	\$ 50.00	\$ 5,000.00	\$ 150.00	\$ 15,000.00	\$ 85.00	\$ 8,500.00	\$ 75.00	\$ 7,500.00	\$ 62.70	\$ 6,270.00	\$ 100.00	\$ 10,000.00
20	5.080	Type B Drop Inlet with Frame and Grate Assembly	6 Each	\$ 7,150.00	\$ 42,900.00	\$ 4,850.00	\$ 29,100.00	\$ 5,644.43	\$ 33,866.58	\$ 5,800.00	\$ 34,800.00	\$ 6,300.00	\$ 37,800.00	\$ 3,786.33	\$ 22,717.98
21	5.083	Junction Box with Manhole Frame and Cover	5 Each	\$ 7,150.00	\$ 35,750.00	\$ 9,850.00	\$ 49,250.00	\$ 9,539.65	\$ 47,698.25	\$ 10,200.00	\$ 51,000.00	\$ 9,950.00	\$ 49,750.00	\$ 8,556.00	\$ 42,780.00
22	5.105	Furnish and Install 18" RCP Pipe	110 L.F.	\$ 130.00	\$ 14,300.00	\$ 100.00	\$ 11,000.00	\$ 70.34	\$ 7,737.40	\$ 95.00	\$ 10,450.00	\$ 99.50	\$ 10,945.00	\$ 535.00	\$ 58,850.00
23	5.125	Furnish and Install 48" RCP Pipe	32 L.F.	\$ 320.00	\$ 10,240.00	\$ 335.00	\$ 10,720.00	\$ 276.35	\$ 8,843.20	\$ 285.00	\$ 9,120.00	\$ 416.00	\$ 13,312.00	\$ 693.00	\$ 22,176.00
24	5.535	Valve Box Adjustment	2 Each	\$ 330.00	\$ 660.00	\$ 350.00	\$ 700.00	\$ 221.00	\$ 442.00	\$ 300.00	\$ 600.00	\$ 390.00	\$ 780.00	\$ 304.50	\$ 609.00
25	6.015	2" Milling	1,415 S.Y.	\$ 3.30	\$ 4,669.50	\$ 5.00	\$ 7,075.00	\$ 3.60	\$ 5,094.00	\$ 2.50	\$ 3,537.50	\$ 4.15	\$ 5,872.25	\$ 3.21	\$ 4,542.15
26	6.020	Full Depth Milling	4,900 S.Y.	\$ 5.50	\$ 26,950.00	\$ 6.00	\$ 29,400.00	\$ 2.90	\$ 14,210.00	\$ 4.50	\$ 22,050.00	\$ 8.50	\$ 41,650.00	\$ 5.10	\$ 24,990.00
27	6.035	2" Asphalt Concrete Composite	1,415 S.Y.	\$ 24.00	\$ 33,960.00	\$ 17.70	\$ 25,045.50	\$ 19.14	\$ 27,083.10	\$ 17.35	\$ 24,550.25	\$ 15.40	\$ 21,791.00	\$ 20.40	\$ 28,866.00
28	6.038	4" Asphalt Concrete Composite	4,840 S.Y.	\$ 29.00	\$ 140,360.00	\$ 31.85	\$ 154,152.80	\$ 32.67	\$ 158,122.80	\$ 31.65	\$ 153,186.00	\$ 27.70	\$ 134,068.00	\$ 40.80	\$ 197,472.00
29	8.045	Salvage Traffic Sign for Reset	5 Each	\$ 176.00	\$ 880.00	\$ 500.00	\$ 2,500.00	\$ 125.00	\$ 625.00	\$ 250.00	\$ 1,250.00	\$ 255.00	\$ 1,275.00	\$ 305.00	\$ 1,525.00
30	9.000	Unclassified Excavation	1,940 C.Y.	\$ 29.00	\$ 56,260.00	\$ 12.00	\$ 23,280.00	\$ 9.00	\$ 17,460.00	\$ 18.50	\$ 35,890.00	\$ 37.80	\$ 73,332.00	\$ 25.02	\$ 48,538.80
31	9.025	Haul & Place Salvaged Asphalt Mix	4,840 S.Y.	\$ 23.99	\$ 116,111.60	\$ 4.00	\$ 19,360.00	\$ 2.60	\$ 12,584.00	\$ 4.00	\$ 19,360.00	\$ 10.80	\$ 52,272.00	\$ 9.08	\$ 43,947.20
32	9.070	Woven Geotextile Fabric	4,840 S.Y.	\$ 4.10	\$ 19,844.00	\$ 3.50	\$ 16,940.00	\$ 0.60	\$ 2,904.00	\$ 3.00	\$ 14,520.00	\$ 1.80	\$ 8,712.00	\$ 4.40	\$ 21,296.00
33	9.170	2" Aggregate Base Course	523 S.Y.	\$ 14.50	\$ 7,583.50	\$ 4.00	\$ 2,092.00	\$ 4.20	\$ 2,196.60	\$ 6.00	\$ 3,138.00	\$ 10.40	\$ 5,439.20	\$ 15.68	\$ 8,200.64
34	9.175	4" Aggregate Base Course	2,333 L.F.	\$ 4.50	\$ 10,498.50	\$ 5.00	\$ 11,665.00	\$ 3.90	\$ 9,098.70	\$ 1.95	\$ 4,549.35	\$ 3.15	\$ 7,348.95	\$ 3.49	\$ 8,142.17
35	9.180	6" Aggregate Base Course	5,485 S.Y.	\$ 4.40	\$ 24,134.00	\$ 6.00	\$ 32,910.00	\$ 7.25	\$ 39,766.25	\$ 8.00	\$ 43,880.00	\$ 16.60	\$ 91,051.00	\$ 7.62	\$ 41,795.70
36	10.025	Inlet Protection	14 Each	\$ 138.00	\$ 1,932.00	\$ 125.00	\$ 1,750.00	\$ 235.00	\$ 3,290.00	\$ 175.00	\$ 2,450.00	\$ 125.00	\$ 1,750.00	\$ 341.79	\$ 4,785.06
37	10.035	Temporary Vehicle Tracking Control	4 Each	\$ 550.00	\$ 2,200.00	\$ 750.00	\$ 3,000.00	\$ 1,250.00	\$ 5,000.00	\$ 500.00	\$ 2,000.00	\$ 1,250.00	\$ 5,000.00	\$ 1,000.00	\$ 4,000.00
38	12.005	Contractor Furnished Top Soil	2,135 S.Y.	\$ 62.00	\$ 132,370.00	\$ 5.00	\$ 10,675.00	\$ 9.90	\$ 21,136.50	\$ 10.00	\$ 21,350.00	\$ 9.45	\$ 20,175.75	\$ 6.21	\$ 13,258.35
39	12.045	Hydroseeding	2,135 S.Y.	\$ 8.00	\$ 17,080.00	\$ 3.50	\$ 7,472.50	\$ 4.13	\$ 8,817.55	\$ 3.00	\$ 6,405.00	\$ 2.55	\$ 5,444.25	\$ 4.65	\$ 9,927.75
40	12.125	Repairing Sprinkler Heads and Line Damage	Lump Sum	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
TOTAL OF BID BASE 1 UNIT PRICES				\$	985,145.25	\$	779,416.50	\$	763,020.86	\$	841,787.35	\$	931,491.00	\$	1,277,209.63



BASE BID 2																	
ITEM NO.	STD. BID ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL
1		Abandon & Remove 4" Cast Water Main	866 L.F.		\$ 5.00	\$ 4,330.00	\$ 8.00	\$ 6,928.00	\$ 7.00	\$ 6,062.00	\$ 3.70	\$ 3,204.20	\$ 16.01	\$ 13,864.66			
2		Abandon & Remove 4" Tee	1 Each		\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 250.00	\$ 250.00	\$ 98.00	\$ 98.00	\$ 100.35	\$ 100.35			
3		Abandon & Remove 6" Cast Hyd Lead	38 L.F.		\$ 10.00	\$ 380.00	\$ 6.00	\$ 228.00	\$ 10.00	\$ 380.00	\$ 3.70	\$ 140.60	\$ 8.00	\$ 304.00			
4		Abandon & Remove 6" Cast Water Main	274 L.F.		\$ 5.00	\$ 1,370.00	\$ 8.00	\$ 2,192.00	\$ 10.00	\$ 2,740.00	\$ 3.70	\$ 1,013.80	\$ 8.00	\$ 2,192.00			
5		Abandon & Remove 6" PVC Water Main	10 L.F.		\$ 10.00	\$ 100.00	\$ 8.00	\$ 80.00	\$ 10.00	\$ 100.00	\$ 3.70	\$ 37.00	\$ 8.00	\$ 80.00			
6		Abandon & Remove 4" Cast Hyd Lead	24 L.F.		\$ 10.00	\$ 240.00	\$ 15.00	\$ 360.00	\$ 10.00	\$ 240.00	\$ 3.70	\$ 88.80	\$ 8.00	\$ 192.00			
7		Abandon & Remove Private Water Line	581 L.F.		\$ 5.00	\$ 2,905.00	\$ 10.00	\$ 5,810.00	\$ 3.00	\$ 1,743.00	\$ 2.80	\$ 1,626.80	\$ 8.00	\$ 4,648.00			
8		Abandon & Remove Water Service	105 L.F.		\$ 10.00	\$ 1,050.00	\$ 10.00	\$ 1,050.00	\$ 3.00	\$ 315.00	\$ 2.80	\$ 294.00	\$ 8.00	\$ 840.00			
9		Abandon & Remove 6x4 Tee	3 Each		\$ 150.00	\$ 450.00	\$ 100.00	\$ 300.00	\$ 250.00	\$ 750.00	\$ 98.00	\$ 294.00	\$ 50.00	\$ 150.00			
10		Abandon & Remove 6x4 Reducer	2 Each		\$ 150.00	\$ 300.00	\$ 100.00	\$ 200.00	\$ 150.00	\$ 300.00	\$ 98.00	\$ 196.00	\$ 50.00	\$ 100.00			
11		Abandon & Remove 6" 45° Elbow	1 Each		\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 98.00	\$ 98.00	\$ 50.00	\$ 50.00			
12		Abandon & Remove Serv. Curb Stop	9 Each		\$ 100.00	\$ 900.00	\$ 65.00	\$ 585.00	\$ 100.00	\$ 900.00	\$ 150.00	\$ 1,350.00	\$ 50.00	\$ 450.00			
13		Abandon & Remove/Fill Water Valve	1 Each		\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 50.00	\$ 50.00			
14		Abandon & Remove Priv Main Curb Stop	1 Each		\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 50.00	\$ 50.00			
15		Abandon & Remove Service Tap	3 Each		\$ 250.00	\$ 750.00	\$ 100.00	\$ 300.00	\$ 200.00	\$ 600.00	\$ 150.00	\$ 450.00	\$ 50.00	\$ 150.00			
16		Salvage Fire Hydrant	4 Each		\$ 750.00	\$ 3,000.00	\$ 450.00	\$ 1,800.00	\$ 350.00	\$ 1,400.00	\$ 300.00	\$ 1,200.00	\$ 50.00	\$ 200.00			
17		Remove Concrete Surfacing (DOT Specs)	168 S.F.		\$ 20.00	\$ 3,360.00	\$ 30.00	\$ 5,040.00	\$ 10.00	\$ 1,680.00	\$ 7.80	\$ 1,310.40	\$ 11.90	\$ 1,999.20			
18		4" PVC Water Main	2 L.F.		\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 55.00	\$ 110.00	\$ 200.00	\$ 400.00	\$ 261.00	\$ 522.00			
19		6" PVC Water Main	313 L.F.		\$ 35.00	\$ 10,955.00	\$ 47.00	\$ 14,711.00	\$ 45.00	\$ 14,085.00	\$ 75.00	\$ 23,475.00	\$ 26.00	\$ 8,138.00			
20		8" PVC Water Main	1,755 L.F.		\$ 35.00	\$ 61,425.00	\$ 52.00	\$ 91,260.00	\$ 50.00	\$ 87,750.00	\$ 65.00	\$ 114,075.00	\$ 73.00	\$ 128,115.00			
21		8" Fusible C900 Water Main	65 L.F.		\$ 120.00	\$ 7,800.00	\$ 74.75	\$ 4,858.75	\$ 120.00	\$ 7,800.00	\$ 45.00	\$ 2,925.00	\$ 176.18	\$ 11,451.70			
22		6" PVC Hydrant Lead	88 L.F.		\$ 40.00	\$ 3,520.00	\$ 90.00	\$ 7,920.00	\$ 50.00	\$ 4,400.00	\$ 65.00	\$ 5,720.00	\$ 26.00	\$ 2,288.00			
23		6" Valve & Box	8 Each		\$ 2,200.00	\$ 17,600.00	\$ 2,328.90	\$ 18,631.20	\$ 3,250.00	\$ 26,000.00	\$ 2,200.00	\$ 17,600.00	\$ 1,699.69	\$ 13,597.52			
24		8" Valve & Box	9 Each		\$ 3,085.00	\$ 27,765.00	\$ 2,960.52	\$ 26,444.68	\$ 3,950.00	\$ 35,550.00	\$ 3,000.00	\$ 27,000.00	\$ 2,388.86	\$ 21,499.74			
25		4" M.J. Megalug	1 Each		\$ 200.00	\$ 200.00	\$ 121.95	\$ 121.95	\$ 60.00	\$ 60.00	\$ 140.00	\$ 140.00	\$ 178.41	\$ 178.41			
26		6" M.J. Megalug	29 Each		\$ 225.00	\$ 6,525.00	\$ 141.78	\$ 4,111.62	\$ 65.00	\$ 1,885.00	\$ 185.00	\$ 5,365.00	\$ 200.00	\$ 5,800.00			
27		8" M.J. Megalug	79 Each		\$ 250.00	\$ 19,750.00	\$ 167.73	\$ 13,250.67	\$ 80.00	\$ 6,320.00	\$ 235.00	\$ 18,565.00	\$ 220.03	\$ 17,382.37			
28		6" Tee	1 Each		\$ 1,000.00	\$ 1,000.00	\$ 888.08	\$ 888.08	\$ 850.00	\$ 850.00	\$ 460.00	\$ 460.00	\$ 10,500.00	\$ 10,500.00			
29		8" Tee	6 Each		\$ 1,200.00	\$ 7,200.00	\$ 978.74	\$ 5,872.44	\$ 950.00	\$ 5,700.00	\$ 615.00	\$ 3,690.00	\$ 606.40	\$ 3,638.40			
30		8x6 Tee	4 Each		\$ 1,100.00	\$ 4,400.00	\$ 931.56	\$ 3,726.24	\$ 900.00	\$ 3,600.00	\$ 560.00	\$ 2,240.00	\$ 551.51	\$ 2,206.04			
31		8" 45° Elbow	16 Each		\$ 975.00	\$ 15,600.00	\$ 699.17	\$ 11,186.72	\$ 600.00	\$ 9,600.00	\$ 515.00	\$ 8,240.00	\$ 361.60	\$ 5,785.60			
32		4" M.J. Coupler	1 Each		\$ 1,000.00	\$ 1,000.00	\$ 1,238.32	\$ 1,238.32	\$ 350.00	\$ 350.00	\$ 375.00	\$ 375.00	\$ 448.65	\$ 448.65			
33		6" M.J. Coupling	3 Each		\$ 1,200.00	\$ 3,600.00	\$ 1,321.94	\$ 3,965.82	\$ 450.00	\$ 1,350.00	\$ 520.00	\$ 1,560.00	\$ 552.00	\$ 1,656.00			
34		8" M.J. Coupling	3 Each		\$ 1,500.00	\$ 4,500.00	\$ 1,429.45	\$ 4,288.35	\$ 500.00	\$ 1,500.00	\$ 695.00	\$ 2,085.00	\$ 668.41	\$ 2,005.23			
35		8x6 Reducer	4 Each		\$ 750.00	\$ 3,000.00	\$ 707.84	\$ 2,831.36	\$ 500.00	\$ 2,000.00	\$ 415.00	\$ 1,660.00	\$ 320.04	\$ 1,280.16			
36		6x4 Reducer	1 Each		\$ 650.00	\$ 650.00	\$ 674.14	\$ 674.14	\$ 450.00	\$ 450.00	\$ 280.00	\$ 280.00	\$ 280.88	\$ 280.88			
37		6" Hydrant Lead Plug	1 Each		\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 225.00	\$ 225.00	\$ 500.00	\$ 500.00			
38		8" Main Cap	2 Each		\$ 750.00	\$ 1,500.00	\$ 737.77	\$ 1,475.54	\$ 375.00	\$ 750.00	\$ 665.00	\$ 1,330.00	\$ 559.38	\$ 1,118.76			
39		1" Service Line Curb Stop	12 Each		\$ 750.00	\$ 9,000.00	\$ 972.99	\$ 11,675.88	\$ 850.00	\$ 10,200.00	\$ 650.00	\$ 7,800.00	\$ 743.27	\$ 8,919.24			
40		Insulation	16 L.F.		\$ 50.00	\$ 800.00	\$ 23.30	\$ 372.80	\$ 20.00	\$ 320.00	\$ 36.30	\$ 580.80	\$ 62.50	\$ 1,000.00			
41		1C #10 Trace Wire	2,230 L.F.		\$ 0.60	\$ 1,338.00	\$ 0.70	\$ 1,561.00	\$ 1.00	\$ 2,230.00	\$ 0.55	\$ 1,226.50	\$ 0.50	\$ 1,115.00			
42		Fire Hydrant	5 Each		\$ 3,250.00	\$ 16,250.00	\$ 3,156.51	\$ 15,782.55	\$ 2,000.00	\$ 10,000.00	\$ 1,450.00	\$ 7,250.00	\$ 1,900.00	\$ 9,500.00			
43		1" Copper Service Coupling	23 Each		\$ 350.00	\$ 8,050.00	\$ 1,731.06	\$ 39,814.38	\$ 400.00	\$ 9,200.00	\$ 570.00	\$ 13,110.00	\$ 83.88	\$ 1,929.24			
44		1" Copper	375 L.F.		\$ 35.00	\$ 13,125.00	\$ 50.88	\$ 19,080.00	\$ 55.00	\$ 20,625.00	\$ 74.00	\$ 27,750.00	\$ 20.89	\$ 7,833.75			
45		8" Fusible Water Main Boring	65 L.F.		\$ 125.00	\$ 8,125.00	\$ 90.50	\$ 5,882.50	\$ 230.00	\$ 14,950.00	\$ 205.00	\$ 13,325.00	\$ 65.00	\$ 4,225.00			
46		Concrete Surfacing (DOT Specs)	168 S.F.		\$ 25.60	\$ 4,300.80	\$ 37.18	\$ 6,246.24	\$ 30.00	\$ 5,040.00	\$ 22.30	\$ 3,746.40	\$ 29.76	\$ 4,999.68			
47		Pipe Bedding	2,030 L.F.		\$ 5.00	\$ 10,150.00	\$ 7.00	\$ 14,210.00	\$ 8.00	\$ 16,240.00	\$ 10.00	\$ 20,300.00	\$ 26.00	\$ 52,780.00			
48	6.020	Full Depth Milling	1,435 S.Y.	\$ 5.50	\$ 7,892.50	\$ 6.00	\$ 8,610.00	\$ 2.93	\$ 4,204.55	\$ 6.00	\$ 8,610.00	\$ 6.75	\$ 9,686.25	\$ 2.10	\$ 3,013.50		
49	6.038	4" Asphalt Concrete Composite	1,435 S.Y.	\$ 29.00	\$ 41,615.00	\$ 33.90	\$ 48,646.50	\$ 34.65	\$ 49,722.75	\$ 34.00	\$ 48,790.00	\$ 29.50	\$ 42,332.50	\$ 40.80	\$ 58,548.00		
50	9.000	Unclassified Excavation	480 C.Y.	\$ 29.00	\$ 13,920.00	\$ 15.00	\$ 7,200.00	\$ 9.00	\$ 4,320.00	\$ 25.00	\$ 12,000.00	\$ 33.60	\$ 16,128.00	\$ 25.02	\$ 12,009.60		
51	9.025	Haul & Place Salvaged Asphalt Mix	1,435 S.Y.	\$ 23.99	\$ 34,425.65	\$ 5.00	\$ 7,175.00	\$ 2.60	\$ 3,731.00	\$ 4.25	\$ 6,098.75	\$ 10.40	\$ 14,924.00	\$ 9.08	\$ 13,029.80		
52	9.070	Woven Geotextile Fabric	1,435 S.Y.	\$ 4.10	\$ 5,883.50	\$ 5.00	\$ 7,175.00	\$ 1.26	\$ 1,808.10	\$ 3.00	\$ 4,305.00	\$ 1.85	\$ 2,654.75	\$ 4.40	\$ 6,314.00		
53	9.180	6" Aggregate Base Course	1,435 S.Y.	\$ 4.40	\$ 6,314.00	\$ 6.00	\$ 8,610.00	\$ 7.25	\$ 10,403.75	\$ 8.00	\$ 11,480.00	\$ 16.10	\$ 23,103.50	\$ 7.60	\$ 10,906.00		
TOTAL OF BID BASE 2 UNIT PRICES							\$ 377,280.30		\$ 432,945.38		\$ 408,608.75		\$ 453,079.30		\$ 459,935.48		
TOTAL OF ALL UNIT PRICE BID ITEMS						\$	1,156,696.80	\$	1,195,966.24	\$	1,250,396.10	\$	1,384,570.30	\$	1,737,145.11		





# City Council

## Agenda Item

**Subject:** Approval of Change Order No. 4 adding \$40,000 Contingency Allowance for the Wells Fargo Renovation and Addition for the New City Hall, Project No. 2035, to the Huff Construction Contract for a New Contract Amount of \$4,254,470.00

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

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

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### **BACKGROUND INFORMATION:**

The budget for the City Hall Renovation project included \$55,361.75 for Owner's Contingency outside of the Huff Construction contract. This change order moves \$40,000.00 of that Owner's Contingency into the Huff contract to be utilized by Staff as changes occur. Any remaining amount in contingency allowance will be returned to the City.

This does not change the total estimated cost to complete budget for the project.

### **Additional Background Information**

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

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

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### **FINANCIAL CONSIDERATIONS:**

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

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

Justin Petersen, City Engineer  
Marci Lewno, Engineer I/Project Manager

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

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



Agenda Item 9.(e) Approval of Change Order No. 4 adding \$40,000 Continge...

I move to approve the Change Order No. 4 adding \$40,000 Contingency Allowance for the Wells Fargo Renovation and Addition for the New City Hall, Project No. 2035, to the Huff Construction contract for a new Contract amount of \$4,254,470.00.

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**ATTACHMENT(S):**

[City Hall Budget Summary-Cost to Finish](#)

[Watertown City Hall CO 04](#)



Date: March 22, 2024

Project Name: Renovation and Addition for New City Hall  
Project Address: Watertown, SD  
Project Budget: Post Bid Estimate

DESCRIPTION	LEFT TO COMPLETE WF RENOVATION FOR NEW CITY HALL	REMARKS
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CONSTRUCTION

Base Bid (site work, renovation & addition)	\$ 3,944,370	Huff Construction
Alternate 1 - Enclose drive through structure	\$ 266,600	Huff Construction
Alternate 2 - Remove existing vault door	\$ 3,500	Huff Construction
Asbestos Abatement	\$ 31,850	Prairie Environmental
Owner Construction Contingency (2.5%)	\$ 55,361.75	Plus \$50,000 Allowance in Bid

Total Proposed Construction Budget	\$ 4,301,682
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REMAINING COSTS BY CITY (ESTIMATED)

A/V and Technology	\$ 400,000	Networking (cable, conduit, network racks, fiber, battery back-ups), Security/Door access, AV for Council and Basement Conference room, TVs/Digital Signage for conference rooms/offices
Furniture/Furnishings/Equipment	\$ 640,000	30 FTE, 3 meeting rooms, training room, council chambers: desks, chairs, tables, printers, file cabinets, cubicle walls, high density storage, safe
Interior Signage	\$ 20,000	Estimated
Construction Testing and Inspection	\$ 8,000	Budget-Geotek
	\$ -	

Subtotal:	\$ 1,068,000
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Totals	\$ 5,369,682
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# **AIA® Document G701® – 2017**

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Renovation and Addition fro New City Hall City of Watertown 20 North Maple, Watertown, SD TSP Project No. 09201051	<b>CONTRACT INFORMATION:</b> Contract For: General Consruction  Date: February 23, 2024	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 004  Date: Febuary 13, 2025
<b>OWNER:</b> <i>(Name and address)</i> City Of Watertown 1900 W Kemp Watrtown, South Dakota 57201	<b>ARCHITECT:</b> <i>(Name and address)</i> TSP, Inc. 1112 N West Avenue Siouz Falls, South Dakota 57104	<b>CONTRACTOR:</b> <i>(Name and address)</i> Huff Construction 11 N Dakota Street Aberdeen, South Dakota 57401

### THE CONTRACT IS CHANGED AS FOLLOWS:

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


1. Increase Allowance No. 4, Contengency Allowance by \$40,000.00. ADD \$40,000.00

Please note that the contingeny remaining after this change order is \$40,781.29.

The original Contract Sum was	\$ 4,214,470.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 4,214,470.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 40,000.00
The new Contract Sum including this Change Order will be	\$ 4,254,470.00
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be	

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

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

TSP, Inc.	Huff Construction	City Of Watertown
<b>ARCHITECT</b> <i>(Firm name)</i>	<b>CONTRACTOR</b> <i>(Firm name)</i>	<b>OWNER</b> <i>(Firm name)</i>
		
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
Tadd Holt, PE, Prinicipal		
<b>PRINTED NAME AND TITLE</b>	<b>PRINTED NAME AND TITLE</b>	<b>PRINTED NAME AND TITLE</b>
February 13, 2025		
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>





# City Council

## Agenda Item

**Subject:** Authorize the Use of the Remaining Furniture, Fixtures and Equipment (FF&E) funds in the City Hall Renovation Budget (Project No. 2035) for the City Hall Elevator Repair, Project No. 2516

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

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

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### BACKGROUND INFORMATION:

The City Hall budget includes \$640,000.00 for Furniture, Fixtures and Equipment (FF&E). In December, the City awarded the FF&E package to Office Peeps and was significantly under budget. Currently, there is approximately \$100,000.00 remaining in the FF&E line item, which could be utilized for other costs associated with the City Hall project. This authorization is to allow the use of the FF&E funds for the City Hall Elevator Repair project, Project No. 2516.

The City Hall Elevator project is estimated to cost \$40,386.01 to repair the elevator prior to May 1, 2025.

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### FINANCIAL CONSIDERATIONS:

There is \$640,000.00 budgeted in the Capital Improvement Fund, Account 505-45603-43202, to be used for the FF&E for the Wells Fargo Renovation and Addition for City Hall project (Project No. 2035), with approximately \$100,000.00 remaining. If these funds are approved for the City Hall Elevator Repair project (Project No. 2516), there is approximately \$59,000.00 remaining that could be utilized for other costs associated with the City Hall project.

Total overall estimate to complete budget for the Wells Fargo Renovation and Addition for City Hall project (Project No. 2035) is \$5,369,682.00.

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### OVERSIGHT / PROJECT RESPONSIBILITY:

Justin Petersen, City Engineer  
Chaz Spellman, Engineer I/Project Manager

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### STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of this fund transfer through the following motion:

I move to authorize the use of the remaining Furniture, Fixtures and Equipment (FF&E) funds in the City Hall Renovation budget (Project No. 2035) for the the City Hall Elevator Repair, Project No. 2516.

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# City Council

## Agenda Item

**Subject:** Approval of Resolution No. 25-07 Necessity for Sidewalk Improvements Along 2nd Avenue NE (from N Maple St - 5th St NE) with the 2025 Neighborhood Street Reconstruction Project No. 2504

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

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

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### BACKGROUND INFORMATION:

The proposed resolution of necessity for sidewalk assessment is for the 2025 Neighborhood Street Reconstruction, Project No. 2504, along 2nd Avenue NE (from N Maple St to 5th St NE). The project will be bid and start construction in 2025. This project will include full depth grading with asphalt surfacing, curb and gutter, sidewalk, storm sewer, and water main upgrades.

Currently, a majority of this road has sidewalks. The 2007 Transition Plan for Sidewalk resulted from litigation against the City to formalize how we improve ADA accessibility and pedestrian connectivity throughout town. It prioritized ADA curb ramp compliance with Federal ADA standards, requiring them to be installed or updated in conjunction with certain roadway projects as required by Federal regulations. The 2021 Master Transportation Plan goes further into detail about the missing sidewalk infill throughout the city and prioritizes accomplishing that infill in conjunction with certain roadway projects, also to coincide with the Federal ADA curb ramp requirements being performed.

In compliance with City Ordinances requiring sidewalk for new construction, the adopted the 2007 Transition Plan for Sidewalk Accessibility, and the 2021 Master Transportation Plan, the City finds it necessary to replace sidewalks that do not meet ADA compliance and replace with ADA-compliant curb ramps and sidewalk on both sides of the road to improve accessibility, connectivity, and safety for pedestrians. Landowners adjacent to 2nd Avenue NE (from N Maple St to 5th St NE) will be assessed the costs for the new sidewalk along their property based on linear feet installed, per SDCL § 9-46-2.1.

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### FINANCIAL CONSIDERATIONS:

The funding for the City's portion of this project has been budgeted from account 212.43180.43919.

The total estimated cost for the adjacent landowners is \$27,451.60 based on staff's Engineering cost estimate, per State Statutes, which equates to \$57.40 per linear foot. The City's Sidewalk Cost Participation program reduces the homeowner's responsibility by \$20.00 per linear foot, resulting in the landowners' total estimated cost of **\$37.40 per linear foot**. The final cost to be assessed will be based on the actual as-constructed costs under the awarded bid and may vary from this estimate (as outlined in State Statutes).

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### OVERSIGHT / PROJECT RESPONSIBILITY:



**STAFF RECOMMENDATION / SUGGESTED MOTION:**

Staff recommends approval of the resolution with the following motion:

I move to approve Resolution No. 25-07, Necessity for Sidewalk Improvements Along 2nd Avenue NE (from N Maple St - 5th St NE) with the 2025 Neighborhood Street Reconstruction project, Project No. 2504.

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**ATTACHMENT(S):**

[25-07 RESOLUTION OF NECESSITY FOR SIDEWALK IMPROVEMENTS](#)  
[2nd Ave - Sidewalks](#)



**RESOLUTION NO. 25-07**

**PROPOSED RESOLUTION OF NECESSITY FOR SIDEWALK IMPROVEMENTS  
PROJECT NUMBER 2504**

BE IT RESOLVED by the City Council of the City of Watertown, South Dakota, as follows:

1. The City council of the City of Watertown hereby declares the following sidewalk improvements to be a necessity with the estimated costs per foot of property abutting upon the improvement as stated for this project:

**PROJECT NO. 2504**

Construct 5-foot-wide sidewalk with a 4-inch depth concrete surfacing and 2-inch depth gravel base from N Maple St. to 5<sup>th</sup> Street NE. The estimated cost is \$37.40 per foot of frontage.

2. The general nature of the improvements and materials to be used are above set forth.

3. A description of classes of lots to be assessed is as follows: All assessable lots and tracts of land abutting 2<sup>nd</sup> Avenue NE from N Maple St. to 5<sup>th</sup> Street NE excluding the lots that have all Americans With Disabilities Act (ADA) compliant sidewalk, and parts thereof above described.

4. The method of apportionment of benefits is as follows: The cost of the improvements will be assessed against all assessable lots and tracts of land abutting 2<sup>nd</sup> Avenue NE from N Maple St. to 5<sup>th</sup> Street NE excluding the lots that have all Americans With Disabilities Act (ADA) compliant sidewalk, being improved based on a benefit basis. The benefit is hereby determined that those properties abutting 2<sup>nd</sup> Avenue NE from N Maple St. to 5<sup>th</sup> Street NE, excluding the lots that have all Americans With Disabilities Act (ADA) compliant sidewalk, improved are especially benefited by the improvement according to the length of abutting property.

5. The above described improvements shall be hereafter referred to as sidewalk improvement number 2504, which shall be deemed a description of the improvements to the sidewalk as hereinafter set forth.

6. The details, plans, and specifications for the sidewalk improvement are available at the City of Watertown Finance Office for review during regular office hours M-F 8 AM – 5 PM.  
Dated at Watertown, South Dakota, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

I hereby certify that Resolution 25-07 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CITY OF WATERTOWN

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

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

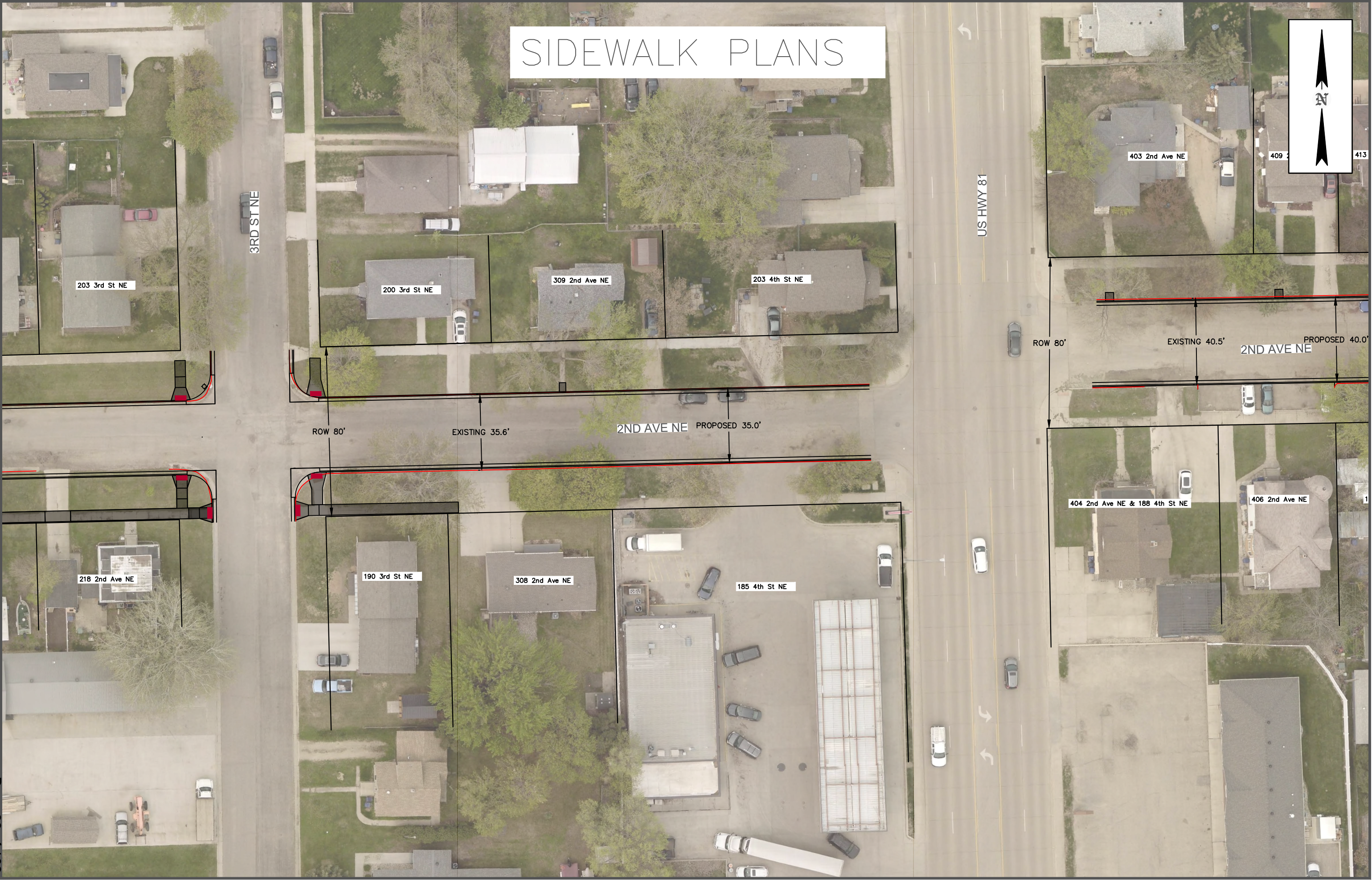




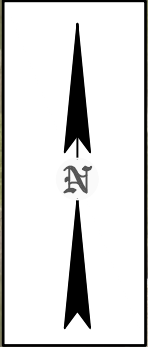
















# City Council

## Agenda Item

**Subject:** Authorization for the City to declare land located at 1025 19th Street NE, legally described as the S15' of Nineteenth Street Tower Addition, as surplus and authorization to sell through sealed bid

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

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

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### **BACKGROUND INFORMATION:**

The City has determined that this parcel of land is no longer needed. Therefore, it has been determined that it is best to surplus and offer for sale via sealed bid.

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### **FINANCIAL CONSIDERATIONS:**

The City has the potential for revenue from the sale of this land.

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

I move to authorize the City to declare land located at 1025 19th Street NE, legally described as the S15' of Nineteenth Street Tower Addition, as surplus and authorization to sell through sealed bid

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

[Water Tower Addition Map](#)



South 15' of Nineteenth Street Water Tower Addition

Agenda Item 12.(a) Authorization for the City to declare land located at...

