

City of Watertown

Proposed City Council Agenda

City Hall, 23 2ND ST NE

Watertown, South Dakota

August 19, 2024, 5:30 PM



	Page
1. CALL TO ORDER	
2. PRAYER	
3. PLEDGE OF ALLEGIANCE	
4. ROLL CALL	
5. ACTION TO APPROVE THE AGENDA	
6. OPEN FORUM	
7. CONSENT AGENDA	
(a) Approval of the minutes of the Council meeting held on August 5th, 2024. City Council - Aug 05 2024 - Minutes	5 - 10
(b) Approval of a Business License to APi HVAC Services Inc d/b/a Tessiers Mechanical Contractors as a Gasfitting Contractor (\$250) and Westin Branick as a Gasfitter (\$75). Tessiers Mechanical Contractors	11 - 16
(c) Application for a Special Event Retail On-Sale License to Cloud 9 Golf Course, Inc. d/b/a Cloud 9 Golf Course for a private wedding at the Codington County Extension Complex, 1910 W Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn, from 3:00 PM on Saturday, August 24th, 2024 until 2:00 AM on Sunday, August 25th, 2024. Cloud 9 Special Event License	17 - 21
(d) Authorization for the City Manager to execute an agreement for truancy officer services at the Watertown School District for the 2024 - 2025 school year. Truancy Officer Services	22 - 24
(e) Approval of Ryan Fischer as a volunteer reserve police officer. Volunteer Reserve Police Officer	25
(f) Authorization for the City Manager to sign Towing Services agreement with Active Towing, Crocker's Collision Center, and Performance Towing for 2024 - 2025. Towing Services Agreement	26 - 34
(g) Authorization to supplement the WPD budget in the amount of \$13,119.50	35 - 38

from the Opioid restricted funds for purchasing equipment to support Youth and Drug Abuse Prevention programs.

[Budget Supplement](#)

- (h) Approval of Change Order No. 1 for the Taxiway and Ag Area Improvements, Project No. 2227 with J & J Earth Works, Inc., for an increase of \$25,839.00 for a new contract price of \$2,638,490.10. 39 - 43

[Taxiway and Ag Area Improvements, Project No. 2227](#)

- (i) Approval of a Sanitary Sewer Utility Easement Agreement for service associated with the Mary's Heights Apartments Project in Harmony Hill Third Addition, with the Benedictine Sisters of Mother of God Monastery. 44 - 50

[Sanitary Sewer Utility Easement Agreement](#)

8. PRESENTATIONS & REPORTS

- (a) Strategic Planning Presentation from the Watertown Convention and Visitors Bureau

9. CONTRACTS & CHANGE ORDERS

- (a) Approval of Change Order No. 1 for the 2024 Pickleball Facility, Project No. 2408, with Timmons Construction Inc., for an increase of \$60,771.32 for a new contract price of \$587,051.34, and authorizing the City Manager to sign the MOU for the cost sharing of the project between the City and the Pickleball Association. 51 - 57

[Pickleball Facility, Project No. 2408](#)

- (b) Approval of Change Order No. 1-Final for the 2024 Airport T-Hangar Foundation, Project No. 2422, with Castlerock Construction, for an increase of \$90,874.30 for a new contract price of \$275,261.90. 58 - 62

[2024 Airport T-Hangar Foundation, Project No. 2422](#)

- (c) Approval of a bid award for a new Ford F-350 Pickup, to Sioux Falls Ford, in the amount of \$71,832.00. 63 - 65

[Bid Award for a Crew Cab Pickup w/ Service Body](#)

- (d) Approval of bid award for a Closed Captioning TV trailer with accessory equipment to Cues via H-GAC cooperative purchasing in the amount of \$230,632.00. 66 - 79

[Bid Award for Closed Captioning TV Trailer](#)

10. ORDINANCE FIRST READINGS

- (a) First Reading of Ordinance No. 24-18, an Ordinance Amending Title 12 - Licenses and Regulations, repealing Section 12.10 regarding Security Guard in its entirety. 80 - 85

[Ordinance No. 24-18](#)

11. PUBLIC HEARINGS & SECOND READINGS

- (a) Application for a transfer of a Retail (on-off sale) Malt Beverage & SD Farm 86 - 89

Wine license and Video Lottery license from Chubby's Inc d/b/a Brewski's Bar and Grill (Inactive), 16 N Broadway, Lots 15-16, Block 4, Original Plat Addn to Todd Ronke d/b/a Todd Ronke (Inactive), 215 14th Street ,Lot 2 Ted Horning Addition.

1. Public Hearing
2. Council Action

[Ronke - Malt Beverage Transfer](#)

- (b) Second Reading of Ordinance No. 24-13, an Amendment to the Zoning Designation for Phases 2 and 3 of Harmony Hill Second Addition from A-1 Agricultural District to PUD Planned Unit Development. 90 - 110

1. Public Hearing
2. Council Action

[Ordinance No. 24-13](#)

12. OTHER BUSINESS

- (a) Approval of Resolution No. 24-17, Resolution Establishing a Public Infrastructure cost recovery for street, sanitary sewer, and sidewalk installations for the 2023 10th Avenue NW Street Extension Project, Project No. 2122. 111 - 121

[Resolution No. 24-17](#)

- (b) Approval of Resolution No. 24-20, Proposed Resolution of support South Dakota Public Assurance Alliance (SDPAA) Board Member: Adam Karst 122 - 123

[Resolution No. 24-20](#)

- (c) Approval of a Resolution of Intent, Resolution No. 24-22, to enter into a Ground Lease Agreement for Private Hangar Space with Blacklist, LLC. 124 - 125

[Resolution No. 24-22](#)

- (d) Approval of Resolution No. 24-23 intent to enter into a lease agreement with MADJIK LLC for City-owned Real Estate Property. 126 - 127

[Resolution No. 24-23](#)

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

14. CITY MANAGER REPORT

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

16. ADJOURNMENT

Kristen Bobzien
Chief Financial Officer

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

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

Watertown
City Council Meeting Minutes
August 5, 2024

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

Present upon roll call: Alderperson Tupper, Buhler, Jurrens, Peters, Schutte and Mayor Holien. Alderperson Danforth present at 5:38 PM.

Motion by Buhler, seconded by Peters, to approve the agenda as presented. Items approved as part of the consent agenda: minutes of the Council meeting held on July 15th, 2024; a business license to Tim Petersen as a Gasfitter (\$75); authorization for the IT Department to declare miscellaneous property as surplus and dispose of as junk; authorization for the Watertown Fire Rescue Department to accept a Leary Firefighter Foundation Contribution in the amount of \$12,565.00 for a forcible entry prop; acceptance of Water Environment Federation (WEF) equipment donation valued at \$14,200.00 for an autosampler and flow meter; approval of bills and payroll and authorization to pay. Motion Carried.

BILLS:

1889 MEAT CO	SUPPLIES	460.00	LIFE FITNESS	SUPPLIES	35.38
3E GENERATOR SHOP	SERVICE	2,200.31	LIGHT AND SIREN	SUPPLIES	329.00
81 KWIK STOP	SUPPLIES	365.00	LOCATORS & SUPPLIES, INC.	SUPPLIES	104.65
A & B BUSINESS SOLUTIONS, INC.	SERVICE	449.88	M & M DISTRUTION, LLC	SUPPLIES	750.00
A P & SONS CONSTRUCTION, INC.	SERVICE	1,500.00	MACK LANDSCAPING	CONSTR	95,627.25
A.M. LEONARD INC.	SUPPLIES	341.49	MACKSTEEL WAREHOUSE INC.	SUPPLIES	2,283.58
ABI ATTACHMENTS, INC	SUPPLIES	223.57	MAC'S INC.	SUPPLIES	1,443.36
ACTIVE HEATING, INC.	SERVICE	3,739.29	MARCO TECHNOLOGIES, LLC	SUPPLIES	2,107.01
ADVANCE PROFESSIONAL	PARTS	149.54	MARIA GRUENER	MILEAGE	116.98
AGRITECH	SUPPLIES	120.00	MARKS AUTO REPAIR	SERVICE	382.48
AGWRX COOPERATIVE - WATERTOWN MAIN	SUPPLIES	434.00	MATHESON TRI-GAS, INC.	SUPPLIES	401.37
ALLISON FOSTER	REFUND	62.00	MATTHEW ENG	REIMB	65.00
ALTEC INDUSTRIES, INC.	SERVICE	1,309.61	MAVERICKS STEAKS AND COCKTAILS	SUPPLIES	57.76
AMANDA MACK	TRAVEL	302.00	MAXMEDIA	ADV	1,499.00
AMAZON CAPITAL SERVICES	SUPPLIES	3,581.09	MCKEEVER, INC.	SUPPLIES	5,916.67
AMERICAN ENGINEERING TESTING, INC.	SUPPLIES	8,503.50	MCMMASTER-CARR	SUPPLIES	148.91
AMERICAN RED CROSS - TRAINING SERVICES	TRAINING	506.00	MENARD'S	SUPPLIES	5,811.15
ANDOR INC.	SERVICE	3,833.56	MERTZ FENCING	SUPPLIES	416.18
A-OX WELDING CO, INC.	RENT	225.88	MICRO MARKETING ASSOCIATE	SUPPLIES	1,210.08
AP AUTO PROS, INC.	SERVICE	3,162.77	MIDCONTINENT COMMUNICATIONS	SERVICE	1,340.39
ASSOCIATED SUPPLY COMPANY	SUPPLY	8,095.00	MIDWEST GRINDING INC.	SERVICE	16,438.32
AT&T MOBILITY	SERVICE	2,058.84	MIDWEST LABORATORIES INC.	SUPPLIES	35.00
ATY AVIATION, INC.	SERVICE	300.00	MIDWEST TAPE	SUPPLIES	281.24
AUTO VALUE WATERTOWN	PARTS	2,524.25	MIDWEST TURF & IRRIGATION	SUPPLIES	1,059.23
AXON ENTERPRISE, INC.	RENEWAL	7,855.20	MIDWEST VETERINARY SERVICE	SERVICE	1,053.99
BAKER & TAYLOR	SUPPLIES	5,663.13	MILBANK WINWATER WORKS CO	SUPPLIES	152.00
BATTERIES UNLIMITED, INC.	SUPPLIES	1,199.99	MINI MELTS OF AMERICA, INC	SUPPLIES	6,272.00
BC AG INC.	SUPPLIES	3,715.00	MIRACLE RECREATION EQUIP	SUPPLIES	1,964.46
BECKER ARENA PRODUCTS	SUPPLIES	35,566.67	MONOPRICE, INC.	SERVICE	0.41
BECKY SPROUSE	REIMB	7.84	MUNICIPAL UTILITIES	SERVICE	225,916.67
BLUEPEAK	SERVICE	7,971.83	MUTH ELECTRIC, INC.	SERVICE	433.73
BORNS GROUP	SERVICE	2,298.00	MY PLACE HOTEL - WATERTOWN, SD	TRAVEL	91.96
BOUND TREE MEDICAL LLC	SUPPLIES	1,577.17	NAPA CENTRAL	PARTS	1,258.10
BOWES CONSTRUCTION, INC.	SUPPLIES	1,384.16	NB GOLF, LLC	SERVICE	89.30
BRANDON HOOTH	SERVICE	585.00	ND LAW ENFORCEMENT YOUTH ASSOCIATION	DUES	725.00
BRIAN'S GLASS INC.	SERVICE	705.11	NINJA CROSS SYSTEMS	EQUIP	7,957.50
BROTHERHOOD ARMS	SUPPLIES	150.00	NORTH CENTRAL LABORATORIES	SUPPLIES	1,112.93
BUILDING SPRINKLER INC.	SERVICE	365.00	NS INFLATABLE'S	SERVICE	2,000.00
BULLET SPORTSWEAR AND GRAPHICS	SUPPLIES	815.75	NSI LAB SOLUTIONS INCORPORATED	SUPPLIES	300.00
BURCHATZ CONSTRUCTION CO, INC.	SERVICE	3,094.90	NYBERG'S ACE HARDWARE, INC.	SUPPLIES	102.57
BUREAU OF ADMINISTRATION	SERVICE	12.16	OCLC INC,	SUBSCR	4,707.35
BUTLER MACHINERY CO INC.	SERVICE	514.31	OFFICE OF FIRE MARSHAL-BOILER INSPECTION	SERVICE	160.00
CALAMP WIRELESS NETWORKS CORP	PARTS	240.00	OFFICE PEEPS, INC.	SUPPLIES	24,440.68

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

CAMPSPOT	SERVICE	779.60	OLD DUTCH FOODS, INC.	SUPPLIES	393.24
CAROLINA SOFTWARE, INC.	SOFTWARE	600.00	OLIVIA COREY	SERVICE	100.00
CARRICO LAW PROF. LLC	SERVICE	10,500.00	OVERDRIVE, INC.	SUPPLIES	9,235.91
CARTNEY BEARING CORPORATION	SUPPLIES	167.46	PAYTON WEELEBORG	SERVICE	300.00
CASHWAY LUMBER INC.	SUPPLIES	2,419.00	PENTAIR AQUATIC ECO-SYSTEMS	SUPPLIES	486.08
CENGAGE LEARNING	SUPPLIES	321.50	PENWORTHY COMPANY	SUPPLIES	202.79
CENTER POINT LARGE PRINT	SUPPLIES	386.85	PETERBILT OF FARGO	SERVICE	4,937.65
CENTURY BUSINESS PRODUCTS, INC	SERVICE	345.81	PIETZ PROPERTIES	RENT	200.00
CENTURYLINK	SERVICE	180.96	PIONEER MANUFACTURING COMPANY	SUPPLIES	3,098.15
CERTIFIED LABORATORIES	SUPPLIES	1,739.70	PIVOTAL HEATH SOLUTIONS, INC	SUPPLIES	238.95
CHAD BIEVER	REIMB	35.00	PIZZA RANCH	SUPPLIES	408.82
CINTAS CORPORATION NO. 2	SERVICE	56.29	POLICE PETTY CASH FUND	CASH	102.80
CIVICPLUS	DUES	37,537.50	POLYDYNE INC.	SUPPLIES	11,799.00
CIVIL DESIGN, INC.	CONSTR	14,465.00	POMP'S TIRE SERVICE, INC.	SERVICE	1,531.69
COCA COLA BOTTLING COMPANY	SUPPLIES	2,670.76	PORTER DISTRIBUTING CO.	SUPPLIES	2,933.40
CODI MARTIN	REIMB	37.12	PRIME SERVICE, LLC	SERVICE	1,945.71
CODINGTON CLARK ELECTRIC COOPERATIVE	SERVICE	600.29	PRINT EM NOW	SUPPLIES	710.00
CODINGTON CO REGISTER OF DEEDS	SERVICE	185.00	PRO LINE, INC.	SUPPLIES	456.20
COMMERCIAL CLEANING SERVICES INC	SERVICE	12,275.00	PRODUCTIVITY PLUS ACCOUNT	SERVICE	5,773.26
CONNECTING POINT, INC.	SUPPLIES	3,316.00	PWW ADVISORY GROUP LCC	SUPPLIES	500.00
CONNECTIONS INC EAP	FEES	677.97	QUEST CAR RENTAL	SERVICE	116.10
COUNTY FAIR FOODS	SUPPLIES	291.63	QUESTIONS & SOLUTIONS ENGINEERING, INC	SERVICE	9,696.00
CREATIVE REWARDS & SPECIALTIES	SUPPLIES	68.00	RADWELL INTERNATIONAL, INC.	SUPPLIES	97.90
CRITTER MART & MORE	SUPPLIES	7.98	RAMKOTA HOTEL	TRAVEL	326.35
CROWN AWARDS	SUPPLIES	137.31	RC FIRST AID	SUPPLIES	33.00
CULLIGAN	SERVICE	350.50	RC TECHNOLOGIES, INC	SERVICE	78.20
DACOTAH BANK	DEBT	176,960.87	RDO EQUIPMENT CO.	SERVICE	218.93
DACOTAH PAPER COMPANY	SUPPLIES	508.57	RECREATION SUPPLY CO.	SUPPLIES	1,630.44
DAJ ENTERPRISES LLC	SUPPLIES	890.00	REDLINGER BROS INC.	SERVICE	176.02
DAKOTA BUTCHER	SUPPLIES	613.49	REGENTS OF THE UNIV OF MINNESOTA	SUPPLIES	378.00
DAKOTA PORTABLE TOILETS, INC.	RENT	4,710.00	REILLY REPAIR INC.	SERVICE	299.99
DAKOTA PUMP & CONTROL, INC.	SERVICE	51.02	RELIABANK	DEBT	5,012.52
DAKOTA SUPPLY GROUP	SUPPLIES	398.15	RJM CONSTRUCTION, LLC	CONSTR	355,091.86
DAKTRONICS, INC.	SERVICE	80.00	ROAD DOCTORS, LLC	PARTS	4,990.41
DANKO EMERGENCY EQUIPMENT CO	PARTS	1,534.34	RON'S SAW SHOP	PARTS	1,901.49
DEMCO, INC.	SUPPLIES	452.08	ROTARY CLUB	DUES	727.00
DEPENDABLE SANITATION INC.	SERVICE	4,241.66	ROY'S SPORT SHOP INC.	SUPPLIES	3,993.45
DIAMOND VOGEL, INC	SUPPLIES	6,111.64	RUNNINGS FARM AND FLEET	SUPPLIES	2,658.43
DOUGLAS AND ERYNN RATHBURN	REIMB	788.00	SAME DAY EXPRESS, INC.	SERVICE	250.00
DUINCK, INC	CONSTR	1,995,570.56	SANFORD HEALTH OCCUPATIONAL MEDICINE	SERVICE	971.00
EASTSIDE EQUIPMENT LLC	PARTS	96.69	SANFORD USD MEDICAL CENTER	SERVICE	1,200.00
EASY PICKER GOLF PRODUCTS, INC.	SUPPLIES	40.17	SANITATION PRODUCTS INC.	SUPPLIES	2,632.75
EASVISTA, INC	LICENSE	2,854.00	SCHOLASTIC INC.	SUPPLIES	598.11
EBSCO INFORMATION SERVICES	SUBSCR	5,216.41	SCHOMP'S MECHANICAL SERVICES	SERVICE	2,388.33
EFFRAMSON ELECTRIC, INC.	SERVICE	91.84	SD DEPT OF ENV & NATURAL RESOURCES	FEES	5,501.84
EHLERS, INC.	SERVICE	8,778.75	SD DEPT OF TRANSPORTATION	CONSTR	53.71
ELECTRIC PUMP INC.	SUPPLIES	91.59	SD STATE HISTORICAL SOCIETY	DUES	55.00
ELITE DRAIN & SEWER CLEANING LLC	SERVICE	1,045.00	SD STATE LIBRARY	SUPPLIES	37.00
ELLWEIN BROTHERS, INC.	SUPPLIES	6,279.00	SDN COMMUNICATIONS	SERVICE	766.99
EMS MANAGEMENT & CONSULTANTS, INC	SERVICE	4,160.00	SERVICEMASTER OF WATERTOWN	SERVICE	3,778.15
ENERGY LABORATORIES, INC.	SUPPLIES	2,406.00	SHARP AUTOMOTIVE, INC	SERVICE	1,541.27
ENGELSTAD ELECTRIC	SERVICE	6,664.73	SHERWIN WILLIAMS	SUPPLIES	9,841.74
ENVIRONMENTAL RESOURCES ASSOCIATES	SERVICE	673.84	SHRED-IT	SERVICE	149.84
EXTRA PACKAGING, LLC	SUPPLIES	2,105.25	SIGN PRO	SUPPLIES	6,879.00
FARMERS IMPLEMENT & IRRIGATION	PARTS	722.55	SIGN SOLUTIONS USA, LLC	SUPPLIES	765.75
FASTENAL COMPANY	SUPPLIES	800.02	SINCLAIR LAND & CATTLE CO. LLC	DEBT	7,732.74
FAYE SCHARABI	REIMB	37.16	SIoux RURAL WATER SYSTEM	SERVICE	64.40
FERGUSON WATERWORKS #2516	SUPPLIES	7,435.72	SIoux VALLEY COOP	SUPPLIES	52,950.75
FIRST BANK & TRUST	DEBT	13.19	SITEONE LANDSCAPE SUPPLY, LLC	SUPPLIES	8,569.36
FIRST DISTRICT ASSN OF LOCAL GOVT	SERVICE	5,500.00	SODAK SERVICES, LLC	SERVICE	180.00
FIRST NATIONAL BANK OMAHA	SUPPLIES	14,338.29	SOUTH DAKOTA MAGAZINE	DUES	29.00
FISHER SCIENTIFIC	SUPPLIES	213.09	SOUTHEAST TECHNICAL COLLEGE	SCHOLARSHIP	500.00
FLEETPRIDE, INC	PARTS	187.58	SQUEAKY CLEAN DUCTS	SERVICE	750.00
FOERSTER TESTING LIMITED	SERVICE	1,725.00	STACY NIEMANN	REIMB	1,328.00
FULCRUM BIOMETRICS, INC	SERVICE	600.00	STAN HOUSTON EQUIPMENT INC.	SUPPLIES	376.78
G & R CONTROLS, INC.	SERVICE	1,166.58	STAR LAUNDRY & CLEANERS, INC.	SERVICE	1,088.99
GALL'S INC.	SUPPLIES	189.55	STATE OF SOUTH DAKOTA	DUES	150.00
GANNETT HOLDINGS LLC OHIO	SERVICE	297.20	STEIN SIGN	SUPPLIES	398.25
GANNETT MEDIA CORP	SERVICE	1,174.74	STEIN'S INC.	SUPPLIES	430.07
GANNETT TENNESSEE LOCALIQ	SERVICE	17,608.16	STEVE ARBOGAST	REIMB	35.00
GARY WECKWERTH	SERVICE	2,500.00	STEVE'S WORLD INC.	SERVICE	1,798.82
GEMPLER'S	SUPPLIES	204.44	STREET GRAPHEX, INC.	SUPPLIES	1,705.17
GEOTEK ENGINEERING	CONSTR	4,632.80	STREICHER'S INC.	SUPPLIES	27,778.50
GLACIAL LAKES VETERINARY	SERVICE	3,121.93	STROMSETH DIRT WORKS LLC	SERVICE	652.65
GLASS PRODUCTS INC.	SERVICE	260.24	SUPERIOR TECH PRODUCTS	SUPPLIES	5,653.00

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

GRACE OPDAHL	SERVICE	300.00	SUTTON LAWN & SNOW LLC	SERVICE	926.00
GRAINGER	SUPPLIES	2,253.49	TATE BLOCK	TRAVEL	82.00
GROWMARK, INC.	SUPPLIES	602.25	TAYLER MAERTENS	REIMB	39.28
GUARDIAN ALLIANCE TECHNOLOGIES, INC.	SERVICE	102.00	TECHNICOLOR SCREEN PRINTING, INC.	SUPPLIES	1,117.93
HANNAH HERZOG	SERVICE	200.00	TEGRA GROUP, INC.	SERVICE	16,121.86
HAWKINS INC.	SUPPLIES	3,214.33	TELEDYNE INSTRUMENTS, INC.	SUPPLIES	623.00
HDR ENGINEERING INC.	CONSTR	169,056.10	TEREX SOUTH DAKOTA INC	DEBT	330,482.69
HEIMAN, INC.	SUPPLIES	125.28	TEREX USA LLC	SERVICE	434.63
HELMY & ASSOCIATES	CONSTR	18,246.99	THE LAMAR COMPANIES	ADV	2,750.00
HILLYARD / SIOUX FALLS	SUPPLIES	6,105.30	THE LIBRARY CORPORATION	DUES	835.28
HOBBY LOBBY STORES, INC.	SUPPLIES	331.06	THE PLAINS APARTMENTS LLC	DEBT	44,553.97
HOMETOWN BUILDING CENTER, INC.	SUPPLIES	860.94	THOMAS LAURIER	SERVICE	200.00
HUFF CONSTRUCTION, INC	CONSTR	182,807.39	THOMSON REUTERS - WEST	SUBSCR	2,114.96
HUMAN SERVICE AGENCY	SERVICE	100.00	TIMMONS CONSTRUCTION, INC.	CONSTR	39,048.30
HY VEE FOOD STORE	SUPPLIES	1,221.45	TK ELEVATOR	SERVICE	596.88
INFRASTRUCTURE DESIGN GROUP, INC.	CONSTR	2,251.40	TNVC INC	SUPPLIES	1,760.00
INTERNATIONAL CODE COUNCIL, INC	DUES	170.00	TRAFFIC CONTROL CORPORATION	SERVICE	1,300.00
IS RESTAURANT DESIGN EQUIP AND SUPPLY	SUPPLIES	650.17	TRANSOURCE TRUCK & EQUIPMENT, INC.	SERVICE	1,660.43
ISTATE TRUCK CENTER, INC.	PARTS	384.80	TRANSUNION RISK AND ALTERNATIVE	SERVICE	75.00
ITC, INC	SERVICE	523.78	TRAV'S OUTFITTER, INC.	SUPPLIES	213.99
J & B SCREEN PRINTING INC.	SUPPLIES	283.50	TREE FARM	SUPPLIES	269.99
J & J EARTHWORKS, INC.	CONSTR	57,037.50	TRIPLE A BRAND MEAT CO.	SUPPLIES	8,309.00
J D POWER	DUES	303.00	TRUGREEN	SERVICE	150.00
J H LARSON ELECTRICAL CO.	SUPPLIES	4,911.34	TSP, INC.	CONSTR	10,330.83
JACOB HIEB	SERVICE	75.00	TURFWERKS	EQUIP	6,500.00
JAMES C. ROBY, P.C.	SERVICE	1,587.54	TWO WAY SOLUTIONS, INC.	SUPPLIES	2,539.44
JAMES THOMPSON	REIMB	1,200.00	TYLER TECHNOLOGIES, INC.	SUPPLIES	322.50
JCL - SIOUX FALLS BRANCH	SUPPLIES	310.96	UNIQUE MANAGEMENT SERVICES, INC.	SERVICE	151.80
JEBRO, INC.	SUPPLIES	4,621.50	UPS STORE	SERVICE	14.29
JEFF'S VACUUM CENTER	SUPPLIES	39.00	US BANK NATIONAL ASSOCIATION	LEASE	80.00
JERRY JONES	SERVICE	400.00	US BANK ST PAUL	DEBT	600.00
JOE BERGAN	REIMB	38.00	US FOODS - SIOUX FALLS	SUPPLIES	17,544.03
JOHN DEERE FINANCIAL	SERVICE	644.67	VALVOLINE INSTANT OIL CHANGE - WTN	SERVICE	141.91
JOHN ZACHARY	SERVICE	75.00	VAN DIEST SUPPLY CO.	SUPPLIES	13,589.70
JORGENSON & OLSON ASPHALT MAINT LLC	SERVICE	45,133.76	VERIZON WIRELESS	SERVICE	658.35
JUSTICE FIRE & SAFETY	SUPPLIES	183.00	VESTIS SERVICES, LLC	SERVICE	448.28
JUSTIN LAWN & TREE SERVICE, INC.	SERVICE	675.00	WAL-MART	SUPPLIES	1,182.43
KANNAS SOUND MANAGEMENT	SERVICE	700.00	WARNE PLUMBING & HEATING	SERVICE	9,580.00
KARL'S	SUPPLIES	949.99	WATERTOWN AREA CHAMBER OF COMMERCE	SUBSIDY	45,525.00
KIESLER POLICE SUPPLY, INC.	SUPPLIES	449.66	WATERTOWN AREA TRANSIT INC.	SUBSIDY	40,500.00
KIXX	ADV	500.00	WATERTOWN BOYS AND GIRLS OF WATERTOWN	SUBSIDY	16,321.15
KPHR	ADV	240.00	WATERTOWN BUSINESS DISTRICT IMPROVEMENT	SUBSIDY	25,466.76
KXLG	ADV	1,563.00	WATERTOWN CONVENTION & VISITORS BUREAU	SUBSIDY	29,000.00
L MARQUARDT ELECTRIC INC.	SERVICE	2,301.95	WATERTOWN DEVELOPMENT COMPANY	DEBT	20,349.03
LACAL EQUIPMENT INC.	SUPPLIES	3,183.00	WATERTOWN FORD	PARTS	1,461.13
LAKE AREA TECHNICAL COLLEGE	SCHOLARSHIP	500.00	WTN LAWN & GARDEN & SMALL ENGINE REPAIR	SUPPLIES	1,448.44
LAKE AREA ZOOLOGICAL SOCIETY	REIMB	36,201.86	WATERTOWN MUNICIPAL BAND	SUBSIDY	6,187.50
LANGUAGE LINE SERVICES, INC.	SERVICE	17.50	WATERTOWN SCHOOL DISTRICT	SUPPLIES	3,557.40
LARRY HOWARD	REIMB	60.00	WATERTOWN WHOLESALE	SUPPLIES	1,372.75
LARRY KAASA	REIMB	47.71	WELLS FARGO FINANCIAL LEASING, INC.	LEASE	5,722.20
LES MILLS US TRADING, INC.	LICENSE	1,177.30	WEST RIVER BEVERAGE, INC.	SUPPLIES	1,250.00
LES SCHWAB TIRE CENTERS	SERVICE	1,202.65	WW TIRE SERVICE INC.	SERVICE	949.95
LEVI PEARSON	REIMB	482.55	XTREME GARAGE DOOR LLC	SERVICE	944.52
LEW'S FIREWORKS, INC.	SERVICE	38,032.70	ZIP AND STITCH SEWING	SERVICE	536.00

PAYROLL:

	Sal	SS	Pen	Ins		Sal	SS	Pen	Ins
Mayor/CC	10,304.10	611.81	-	-	Mosquito	2,882.92	188.19	-	-
City Manager	25,575.73	1,832.89	1,527.34	4,124.55	Animal Cntrl	9,811.80	716.66	583.91	1,765.12
Human Resources	15,300.24	1,104.84	913.22	2,308.03	Forestry	25,503.37	1,865.61	1,333.45	3,951.80
Finance	31,815.99	2,298.26	1,901.76	4,665.57	Library	47,696.03	3,454.70	2,641.68	10,618.73
Info Tech	24,988.60	1,841.30	1,489.72	3,657.69	Building Serv.	28,234.66	1,981.66	1,682.07	5,580.20
Engineer	42,873.92	3,183.95	1,636.21	3,973.24	Park & Rec.	429,378.92	32,365.35	10,802.54	27,510.97
Police	308,620.29	22,734.40	24,105.49	39,190.47	PLWC	90,991.44	6,947.55	2,459.03	6,382.48
Fire	292,265.33	4,413.87	22,683.49	46,660.15	E-911	67,058.10	4,928.85	4,021.10	9,121.28

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

Public Works	19,842.34	1,471.43	1,185.74	1,620.91	Sewer	79,772.28	5,855.72	4,705.76	11,166.38
Street	83,310.96	6,081.09	4,219.04	13,229.88	Landfill	92,933.12	6,638.10	5,568.78	19,173.43
Cemetery	19,591.87	1,460.17	671.20	1,765.12	Airport	31,281.72	2,291.60	1,872.11	4,797.49
Add'l 8.00 Long	K. Bobzien & J. Collins (Finance), P. Boyle (IT Dept), M. Hegg, R. Remmers & J. Waldner (Police), A. Bloom, A. Defea, T. Gorrell, S. Jongbloed & D. Rowland (Fire)								
Add'l 8.00 Long	T. Sittig (Fire), C. Kries (Forestry), B. Hanten (Comm. Dev.), A. Magedanz & B. Marotz (P&R) New Hire Library B. Graham (4,279.60/mo/40.00 mo/cell)								
New Hire Police	A. Van Overbeke (4,953.86/mo/40.00 mo/cell), C. Muller (22.00/hr) New Hire Comm Dev K. Branstetter (4,239.73/mo/40.00 mo/cell)								
New Hire E911	J. Miles (4,075.07/mo) New Hire Mosquito C. McMullen (16.00/hr) New Hire Cemetery Q. Jorgenson (12.50/hr) New Hire P&R J. Smith & K. Sikkink (12.00/hr)								
New Hire P&R	P. Feist & S. Borns (12.00/hr), E. Berglund (12.50/hr/25.00/game), S. Karst (13.00/hr) G. Buchanan (16.00/hr) New Hire Golf E. Overbo, G. Struwe & E. Thury (12.00/hr)								
New Hire Golf	K. Overbo (12.75/hr), R. Zebroski (15.00/hr) New Hire PLWC J. Mack (12.00/hr), C. Shoemaker (12.75/hr), P. Ziegler (13.00/hr), I. Wihelmsen (16.00/hr)								
New Hire PLWC	A. Degelau (17.00/hr) New Hire Zoo X. Haagensen & A. Tesch (12.50/hr), R. Hernandez & G. Jorgensen (14.00/hr) New Hire Pool M. Miller (14.50/hr)								
New Hire Pool	A. Beisch, C. Ofstehage & S. Stanton (12.50/hr) T. Swiden (15.00/hr) M. Anderson-Pommer (20.00/hr) New Hire Parks W. Smunk (13.00/hr), L. Johnson (15.00/hr)								
Salary Inc WWTP	R. Jennen (6,226.13/mo) Salary Inc Parks M. Brandsrud (1,000.00/mo) Salary Inc Finance J. Collins (40.00/mo cell) Salary Inc Library K. Kurkosky (12.00/hr)								
Salary Inc Golf	J. Dede (12.50/hr) Salary Inc Pool M. Smunk (13.00/hr), C. Jongbloed (17.00/hr) Salary Inc P&R F. Berg & E. Zink (12.00/hr), R. Zink (16.00/hr)								
Salary Inc PLWC	E. Stark & J. Walsh (13.00/hr) M. Schmeling, B. Gast & E. Stark (16.00/hr) M. Prahl & D. Greenman (16.50/hr) E. Vernlund & I. Peterson (17.50/hr)								
Salary Inc PLWC	N. Langdeaux & K. Zink (18.50/hr) A. Highman (21.00/hr) J. Hansen & J. Mack (30.00/game) Salary Inc PLWC/Pool K. Schulte (18.50/hr) M. Meland (19.50/hr)								
Salary Inc Zoo	A. Lickei (12.50/hr) C. Jongbloed (13.50/hr) T. Schram (13.75/hr) C. Woodward & B. Leddy (14.00/hr) S. Dalton, S. Springer, H. Hlavacek & B. York (14.25/hr)								
Salary Inc Zoo	S. Sringer (14.25/hr) P. Hanten (14.50/hr) M. Park & T. Jorenby (15.00/hr) P. Wells (16.00/hr) J. Eisenbraun & T. Haagensen (18.00/hr)								

Mayor Holien called for Open Forum. Heather Thomas addressed the City Council in regards to licensed taxi businesses in Watertown.

Motion by Tupper, seconded by Schutte, to approve Change Order No. 1-Final for the 2023 10th Avenue Street Extension, Project No. 2122, with Duininck Inc., for an increase of \$59,041.56 for a new contract price of \$544,718.11. Motion Carried.

Motion by Peters, seconded by Buhler, to approve Amendment No. 4 with Rice Lake, Construction Manager At-Risk for the Wastewater Collection System and Treatment Facilities Improvements, Project No. 2317, and Acknowledgement of Bid Awards No. 2 and No. 3 to Various Contractors Stated in the Award Letter. Motion Carried.

Ordinance No. 24-13, an Amendment to the Zoning Designation for Phases 2 and 3 of Harmony Hill Second Addition from A-1 Agricultural District to PUD Planned Unit Development was placed on its first reading and the title was read. No action taken.

This being the time scheduled for a public hearing on a Special Event Retail License to Lake Area Technical College Foundation d/b/a Lake Area Technical College Foundation for Evening in the Archway, 1201 Arrow Ave, Lot 2 E14' S197' Lake Area Technical Institute 3rd Add & S197' E328' Vocational School Lot from 5:00 PM until 10:00 PM on Wednesday, August 21st, 2024; the Mayor called for public comment. Hearing no comments from the public, motion by Tupper, seconded by Peters, to approve the license as presented. Motion Carried.

This being the time scheduled for a public hearing on the application for a transfer of ownership of a Retail (on-off sale) Wine and Cider License from Raise the Bar, LLC (Member: Donna Marchand), DBA Raise the Bar, 806 Jensen Ave, S34' Lot 10 & All Lots 11-12 Block 1 of Davlin's Addition to Raise the Bar, LLC (Member: Haley Zemlicka) DBA Raise the Bar at the same location; the Mayor called for public comment. Hearing no comments from the public, motion by Schutte, seconded by Buhler, to approve the transfer application as presented. Motion Carried.

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

This being the time scheduled for a public hearing on the application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License to City of Watertown, Prairie Lakes Ice Arena, 3015 1st Avenue NE, Lot 2A Block 3 of the Lakes of Willow Creek First Addition to the Municipality of Watertown, in the County of Codington, South Dakota; the Mayor called for public comment. Hearing no comments from the public, motion by Buhler, seconded by Jurrens, to approve the application as presented. Motion Carried.

This being the time scheduled for a public hearing on the application for a New Retail (on-off sale) Wine and Cider License to City of Watertown, Prairie Lakes Ice Arena, 3015 1st Avenue NE, Lot 2A Block 3 of the Lakes of Willow Creek First Addition to the Municipality of Watertown, in the County of Codington, South Dakota; the Mayor called for public comment. Hearing no comments from the public, motion by Schutte, seconded by Peters, to approve the application as presented. Motion Carried.

This being the time scheduled for a public hearing on the application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License to Dolgen Midwest LLC, Dollar General Store #25615, 1013 10th Avenue NW, Lot 3 West Watertown Facilities First Addition; the Mayor called for public comment. Hearing no comments from the public, motion by Jurrens, seconded by Buhler, to approve the application as presented. Motion Carried.

This being the time scheduled for a public hearing on the application for a New Retail (on-off sale) Wine and Cider License to Dolgen Midwest LLC, Dollar General Store #25615, 1013 10th Avenue NW, Lot 3 West Watertown Facilities First Addition; the Mayor called for public comment. Hearing no comments from the public, motion by Buhler, seconded by Peters, to approve the application as presented. Motion Carried.

Ordinance No. 24-10, a Zoning Text Amendment to Chapter 21.90 Definitions of the Revised Ordinances of the City of Watertown to define the use of "Storage Facility, Indoor" was placed on its second reading and the title was read. This being the time and place for a public hearing on Ordinance No. 24-10, the Mayor called for public comment. Hearing no comments from the public, motion by Tupper, seconded by Jurrens, to approve Ordinance No. 24-10 as presented. Motion Carried.

Motion by Schutte, seconded by Peters, to approve the insurance policies and authorization for payment for premiums for general liability, auto liability and physical damage, law enforcement liability, buildings and contents, equipment property damage, and equipment breakdown (boiler and machinery) coverage and authorize the Finance Officer to issue a Special Check. Motion Carried.

Motion by Jurrens, seconded by Tupper, to approve the supplement to the WPD budget in the amount of \$19,811.11 for unexpected repairs to the Heating and Cooling Systems. Motion Carried.

Motion by Buhler, seconded by Danforth, to add a refund discussion for current medical cannabis dispensaries to a future City Council Meeting. Motion Carried.

Aldersperson Tupper stated that host families are still needed for hockey players with the Watertown Shamrocks.

Aldersperson Jurrens gave an update on the CL District Review Committee.

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

City Manager Mack announced the August 12th Work Session has been moved to Tuesday, August 27th at 3:00 PM. This meeting will be the budget workshop.

City Manager Mack announced that the Grand Opening for the Prairie Lakes Ice Arena will be on September 12th at 4:00 PM, with the ribbon cutting to take place at 4:30 PM.

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

Motion by Tupper, seconded by Jurrens, to adjourn until 5:30 PM on Monday, August 19th, 2024. Motion Carried.

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

Dated at Watertown, South Dakota, August 5th, 2024.

ATTEST:

Kristen Bobzien, Chief Financial Officer

Ried Holien, Mayor



City Council

Agenda Item

Subject: Approval of a Business License to APi HVAC Services Inc d/b/a Tessiers Mechanical Contractors as a Gasfitting Contractor (\$250) and Westin Branick as a Gasfitter (\$75).
Meeting: City Council - Aug 19 2024
From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The applicant has provided payment and adequate proof of insurance and bonding. Gasfitter applicant has passed the gasfitter exam administered by Watertown Municipal Utilities.

FINANCIAL CONSIDERATIONS:

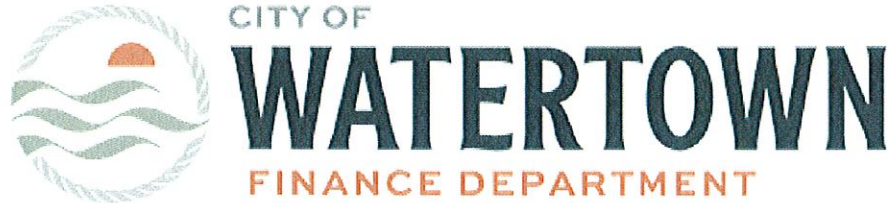
Applicant has paid \$250 to the City of Watertown for the Gasfitting Contractor license and \$75 for the Gasfitter licenses.

STAFF RECOMMENDATION / SUGGESTED MOTION:

That Council approves the Business License to APi HVAC Services Inc d/b/a Tessiers Mechanical Contractors as a Gasfitting Contractor (\$250) and Westin Branick as a Gasfitter (\$75).

ATTACHMENT(S):

[Tessiers Mechanical Contractors](#)



Gasfitting Contractor & Gasfitter License Application

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

Licensing Year: 2024

Gasfitting Contractor License Information:

Business Name (as it will appear on license)	Tessiers Mechanical Contractors
Applicant/Owner Name (as it will appear on license)	Westin Branick
Business Address	218 E 1st Ave
City, State, Zip	Mitchell, SD 57301
Phone Number	605-996-7548
Email Address	julie.outka@tessiersinc.com
Insurance Company Name (copy of certificate req'd)	Willis Towers Watson Midwest, Inc.
Insurance Expiration Date	12/31/2024
Bond Company Name (copy of bond req'd)	Western Surety Company
Bond Expiration Date	10/02/2024 08/02/25
License Fees (check made payable to City of Watertown)	Gasfitting Contractor: <u>\$250 first year</u> /\$75 renewal Gasfitter Fee: <u>\$75 per gasfitter</u> /per year Transfer Licensed Gasfitter Fee: \$25 per gasfitter

Supporting Gasfitter Licenses: (If more gasfitters are to be added, please attach additional information to this application)

Gasfitter #1 - Full Name Westin Branick	Signature of Gasfitter #1:
Gasfitter #2 - Full Name	Signature of Gasfitter #2:
Gasfitter #3 - Full Name	Signature of Gasfitter #3:

Signature of Business Owner

7-19-24

Date

TO BE COMPLETED BY CITY OF WATERTOWN	
Fee Paid: _____	City Council Approved On _____
Receipt Number: _____ Dated: _____	_____
License or Permit Number: _____	City Manager
	Finance Officer

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



Effective Date: August 2nd, 2024

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 67150057

That we, APi HVAC Services, Inc. DBA Tessiers Mechanical Contractors

of Sioux Falls, State of South Dakota, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of South Dakota, as Surety, are held and firmly bound unto the

City of Watertown, State of South Dakota, as Obligee, in the penal

sum of Ten Thousand and 00/100 DOLLARS (\$10,000.00), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

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

_____ by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until August 2nd, 2025, unless renewed by Continuation Certificate.

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

Dated this 2nd day of August, 2024.

APi HVAC Services, Inc. DBA Tessiers Mechanical Contractors

Principal

Principal

WESTERN SURETY COMPANY

Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 2nd day of August, 2024, before me, the undersigned officer, personally appeared Larry Kasten, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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



S. Green
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____ }
COUNTY OF _____ } ss

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

My commission expires _____, _____

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF _____ }
COUNTY OF _____ } ss

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

My commission expires _____, _____

Notary Public



License or Permit No. _____
LICENSE AND PERMIT BOND
As _____
of _____
State of _____
Name of Applicant _____
Address _____
Filed _____,
Approved this _____
day of _____,

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Contractor City of Watertown

bond with bond number 67150057

for APi HVAC Services, Inc. DBA Tessiers Mechanical Contractors
as Principal in the penalty amount not to exceed: \$ 10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

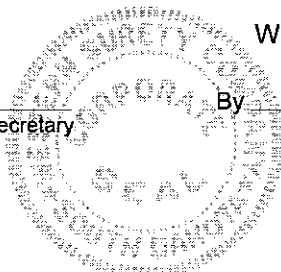
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 2nd day of August, 2024.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary



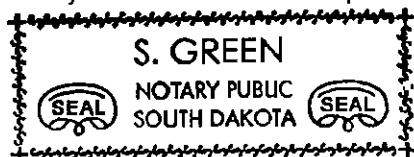
WESTERN SURETY COMPANY

Larry Kasten
By
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 2nd day of August, 2024, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green
Notary Public

My Commission Expires February 12, 2027

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



City Council

Agenda Item

Subject: Application for a Special Event Retail On-Sale License to Cloud 9 Golf Course, Inc. d/b/a Cloud 9 Golf Course for a private wedding at the Codington County Extension Complex, 1910 W Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn, from 3:00 PM on Saturday, August 24th, 2024 until 2:00 AM on Sunday, August 25th, 2024.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

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

FINANCIAL CONSIDERATIONS:

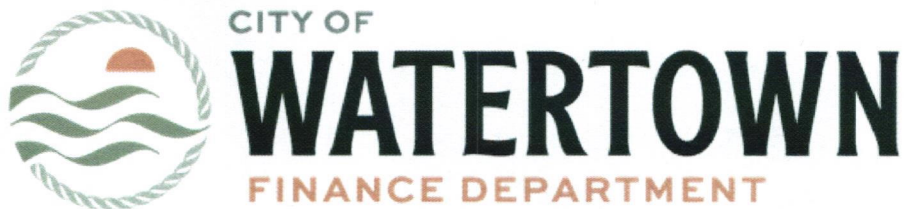
Applicant has paid \$300 to the City of Watertown for the Special Event fee.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the application for a Special Event Retail On-Sale License to Cloud 9 Golf Course, Inc. d/b/a Cloud 9 Golf Course for a private wedding at the Codington County Extension Complex, 1910 W Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn, from 3:00 PM on Saturday, August 24th, 2024 until 2:00 AM on Sunday, August 25th, 2024.

ATTACHMENT(S):

[Special Event Wedding](#)



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 Wedding

3. Event Date(s) and times: August 24, 2024 3pm
August 25, 2024 2Am
 (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
 Event Address: 1910 W Kemp Ave Watertown SD 57201

5. Event Applicant and Applicant Address: Cloud 9 Bar & Casino
625 20th Ave SE Watertown SD 57201

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

<input type="checkbox"/>	Civic
<input type="checkbox"/>	Charitable
<input type="checkbox"/>	Educational
<input type="checkbox"/>	Fraternal
<input type="checkbox"/>	Veterans Organization
<input 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 Bekah Waldner
 Email: bjw-00@hotmail.com
 Business Ph# 605-520-6469

Agenda Item 7.(c) Application for a Special Event Retail On-Sale License...

7. Name of Entity Serving Alcohol (if not applicant): Cloud 9 bar & Casino

8. Method of alcohol consumption:

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

9. Estimated number of Participants 400
Estimated number of Minors 100

Method in which applicants plan to prevent underage consumption: id w/ 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 lcoation. If applicable, a \$50 notice of public hearing fee must also be submitted by separate check. Fees are to be made payable to the City of Watertown and must be submitted with your application.

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

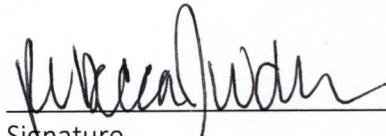
- 15. **Public Hearing & Council Action:** A public hearing and City Council action is required on all special event alcohol licenses in which the applicant does not hold an existing alcoholic beverage license.

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

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

- 16. Miscellaneous Information for City Council Review:

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



 Signature

7/31/24

 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:

- Notice of public hearing was published on NA in the Watertown Public Opinion.
- Public Hearing and/or Council action was held on 8/19/24.
 The Watertown City Council took action to
 _____ Approve
 _____ Disapprove license due to _____.
- The following restrictions were imposed: _____

- Receipt Number _____
- Special Event License Number _____
- Mailed to applicant on _____.
- Signature of City Manager: _____ Date _____



City Council

Agenda Item

Subject: Authorization for the City Manager to execute an agreement for truancy officer services at the Watertown School District for the 2024 - 2025 school year.

Meeting: City Council - Aug 05 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Annual Truancy Agreement

FINANCIAL CONSIDERATIONS:

No changes

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the authorization for the City Manager to sign an agreement for truancy officer services at the Watertown School District for the 2024 - 2025 school year.

ATTACHMENT(S):

[Truancy Officer Services](#)

AGREEMENT FOR TRUANCY OFFICER SERVICES

This agreement is made this 11th day of July, 2024, between the Watertown School District 14-4, of Watertown, South Dakota, hereinafter referred to as "School District," and the City of Watertown, South Dakota, a municipal corporation, acting by and through its Police Department, hereinafter referred to as "Police Department."

RECITALS

1. School District is statutorily required to annually appoint and provide for remuneration for one or more truancy officers to enforce the State's compulsory attendance laws within the Watertown School District.
2. The School District desires to appoint the Watertown Police Department as truancy officers pursuant to South Dakota law, and Police Department agrees to provide said services.

AGREEMENTS

1. School District hereby appoints Police Department as its truancy officer(s) for the 2024-2025 school year. The services to be performed are those set forth in S.D.C.L. §13-27-14, et seq Police Department hereby accepts said appointment and agrees to perform all truancy officer services required by law.
2. Police Department agrees that it shall receive no remuneration for the performance of the truancy officer services during the term of this agreement.
3. The parties agree that Police Department shall be acting as an independent contractor by virtue of this agreement. Neither the Police Department nor any of its individual officers shall, at any time, be deemed employees of the School District. Neither the Police Department nor any of its individual officers shall, at any time receive, or be eligible to receive, any employment benefits from the School District. Any truancy officer furnished by Police Department pursuant to this agreement will remain a Police Department employee, and Police Department will exercise complete control over their conduct and performance, and will pay all wages, expenses, social security taxes, federal and state unemployment insurance and any similar taxes relating to the employees.
4. During the term of this agreement, Police Department will carry and maintain its usual and customary insurance coverage, evidence of which will be furnished to School District on written request. This insurance shall include worker's compensation insurance as required by the laws of the State or South Dakota, covering all persons employed by the Police Department, and general liability insurance coverage for personal injury and property damage. Liability insurance coverage must cover the risks as identified and covered by Police Department's general and special liability insurance coverage.
5. Police Department will indemnify the School District and hold it harmless from and against all and any losses or damages, whether to person or property, including reasonable attorney fees, which School District may sustain by reason of the conduct or performance of Police Department, its offices, agents and employees, while engaged in the services arising out of and within the scope of the performance of this agreement, other than those that arise out of the negligent acts or omissions of the School District or its personnel.

Agenda Item 7.(d) Authorization for the City Manager to execute an agree...

6. School District agrees to cooperate with Police Department in the performance of the School District's truancy obligations.

7. This agreement may not be altered, modified or amended except in writing properly executed by the parties.

This agreement represents the entire agreement between the parties, and no other agreements or representations exist, either written or oral, except those contained within this document.

Dated this 11th day of July, 2024.

WATERTOWN SCHOOL DISTRICT NO. 14-4

BY: Alvan Stern
SCHOOL BOARD PRESIDENT

ATTEST:

Hindi Clasen
BUSINESS MANAGER

CITY OF WATERTOWN

BY: Amunda Mack
CITY MANAGER

ATTEST:

CITY FINANCE OFFICER



City Council

Agenda Item

Subject: Approval of Ryan Fischer as a volunteer reserve police officer.
Meeting: City Council - Aug 19 2024
From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Sgt. Fischer resigned his full time position but is requesting to serve as a volunteer Police Reserve Officer.

FINANCIAL CONSIDERATIONS:

None

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve Ryan Fischer as a volunteer reserve police officer.



City Council

Agenda Item

Subject: Authorization for the City Manager to sign Towing Services agreement with Active Towing, Crocker's Collision Center, and Performance Towing for 2024 - 2025.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

See attached.

FINANCIAL CONSIDERATIONS:

See attached.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the authorization of Towing Services contract with Active Towing, Crocker's Collision Center, and Performance Towing for 2024 - 2025.

ATTACHMENT(S):

[Towing Contract 2024 - 2025](#)

AGREEMENT FOR TOWING SERVICES

THIS AGREEMENT is made and entered into by and between the City of Watertown, South Dakota, hereinafter the "City", and three (3) separate business entities, which will collectively be referred to as "Removal Agencies" and will individually be referred to as a "Removal Agency," and is subject to the following terms and conditions:

1. Purpose.

The purpose of this Agreement is to define the rights and obligations of City and Removal Agencies when fulfilling City's towing obligations and responsibilities. The parties to this Agreement agree that up to three (3) Removal Agencies are eligible, at any one time, to be parties to this contract. The following three (3) Removal Agencies are the initial signatories to this Agreement:

- A. Active Towing
- B. Crocker's Collision Center
- C. Performance Towing

2. Term.

The term of this Agreement shall be three (3) years from its date of execution.

3. Description of Service.

It is specifically agreed and understood by the parties hereto that upon execution of this Agreement, each Removal Agency will become an independent contractor for the City, and shall thereafter be entitled to, and subject to, all the rights, privileges and limitations upon independent contractors of the City. The services provided by Removal Agencies under this Agreement include, but are not limited to; towing/wrecker service, removal and storage of vehicles and clean-up of debris at accident scenes. Removal Agencies will be dispatched in the manner established by the Communications/Dispatch Center of the Watertown Police Department.

4. Obligations of Removal Agencies.

Each Removal Agency agrees that throughout the term of this Agreement, it will have the following rights, obligations and responsibilities:

- A. Provide all services described herein twenty-four (24) hours per day, seven (7) days per week.
- B. Each Removal Agency shall provide the Communications/Dispatch Center of the Watertown Police Department telephone number(s) and contact person(s) where a Removal Agency can be reached throughout the term of this Agreement. Each Removal Agency agrees that it will provide the Communications/Dispatch Center with at least one (1) cellular phone number that will contact a Removal Agency's employee(s). Each Removal Agency agrees to provide timely notice of any change in such contact information. When a Removal Agency is designated as the "on-duty tow", it shall have the capability to physically respond to at least one call from the City at any given time. City shall have the right to waive this provision, but shall be under no obligation to do so. Failure to adhere to this material provision may, in the sole discretion of City, result in termination of a Removal Agency's further participation in this Agreement.
- C. The Removal Agency on rotation will have a tow vehicle on scene within thirty (30) minutes of any dispatch call, and shall not refuse any call for service. Upon dispatch, the Removal Agency will provide dispatcher an estimated time of arrival. If that estimated time of arrival is greater than thirty (30) minutes, City shall have the right to call the next Removal Agency on the rotation list.
- D. Each Removal Agency shall have one person available to answer a telephone at the number provided the Communications/Dispatch Center during any declared snow emergency. The Removal Agencies acknowledge that removal of vehicles parked on snow routes is one of the service requirements hereunder.
- E. Each Removal Agency shall have available at least (1) tow truck or rollback truck. A heavy Duty tow truck is not required. A tow truck is defined as a one-ton towing vehicle that is wheel lift equipped and has a safe and legal towing capacity of 6000 pounds. A tow truck must have adequate winching capacity with at least one-hundred (100') feet of three-eighths (3/8") inch or larger cable. A rollback is defined as a self-contained, self-propelled unit at least 18' in length with a minimum 10,000 rating. The rollback shall be equipped with a winch having a minimum capacity of 8,000 lbs with at least 75' or more of cable. All towing vehicles shall be equipped with flashing lights, a fire extinguisher with a rating of 2A20BC, and logo identifying the Removal Agency. Removal agencies must submit proof of ownership via a vehicle registration for each vehicle to be used pursuant to this agreement. It is not permissible to borrow or temporarily lease equipment to fulfill the requirements of this agreement.
- F. Each Removal Agency, its agents and employees, shall at all times cooperate fully with law enforcement, and agrees to comply with any reasonable order or direction given by any officer or agent of City.
- G. Each Removal Agency agrees to remove all glass or other debris deposited by a vehicle to be towed, and to dispose of any debris in a manner consistent with local law. Removal employees working within the roadway shall be equipped with a flashlight and a reflective safety vest that meets ANSI 207 standards.

- H. Each Removal Agency agrees that it shall be responsible for collecting any fee for service due and owing, and will assert no claim or demand for payment from City for any service provided any third-party hereunder.
- I. Each Removal Agency agrees to provide the Watertown Police Department an updated list of employees for the limited and exclusive purpose of allowing the Watertown Police Department to confirm an employee's ability to operate a particular class of motor vehicle.
- J. Each Removal Agency will maintain a store front business and have a secure fenced storage space for vehicles and have the ability to provide temporary heated interior storage for at least two vehicles that are on investigative hold by the Watertown Police Department.
- K. Each Removal Agency will have (1) owner or employee who has successfully completed a certification course in towing and recovery. This certification must be obtained within 180 days of the implementation of this agreement and remain in force for the duration of the contract. Any Removal Agency that does not obtain or maintain its certification will receive one (1) written warning from the City of Watertown and must come into compliance within 30 days of written receipt of noncompliance from the City. Failure of a Renewal Agency to initially obtain certification within the 180 day plus 30 day grace period shall result in removal as an authorized removal agency. Failure to maintain certification as evidenced by failing to come back into compliance within the 30 day grace period may result in being removed as an authorized removal agency. A copy of the valid certification will be sent to the Watertown Police Department to be kept on file.
- L. Each Removal Agency will arrange for a one-time background check of all owners and drivers within 30 days of signing this agreement. It is the responsibility of each Removal Agency owner to obtain and provide proof of any required consent from their respective employees to the Watertown Police Department prior to completion of the background check. At the time of providing proof of consent, each Removal Agency will provide the name; date of birth and social security number for each owner/driver. The background check will be paid for by each Removal Agency upon receipt of an invoice from the City. The background check will be completed by a firm designated by the City, and the completed report will be available for review by the respective Removal Agency owner.
- M. Each Removal Agency is required to have at least one driver attend the Federal Highway Administration Traffic Incident Responder course hosted by the Watertown Police Department or another state sponsored traffic management seminar. This can be waived upon proof of attendance at a seminar within the last two years.
- N. A South Dakota Department of Transportation inspection of each Removal Agency's wrecker(s) will be completed at least thirty (30) days prior to this Agreement becoming effective, with the results to be provided in written or electronic format to the Watertown Police Department.
- O. The City may randomly request presumptive drug and alcohol screening from all drivers performing services pursuant to this contract. Failure of any Removal Agency to comply with the presumptive screening test will result in their being removed from this agreement without any right of appeal therefrom. Positive results will require a secondary full drug and alcohol screening that will be analyzed by the SD Health Lab. A positive result will be cause for immediate termination as well as possible criminal charges.

5. Obligations of City.

Throughout the term of this Agreement, City agrees to comply with the following obligations and duties: it will

- A. City agrees to forward to Removal Agencies all requests for removal or towing of vehicles within the City, except for routine removal or towing which can be provided by City, or when a vehicle owner or operator requests another towing service.
- B. City agrees to rotate calls for service among the four (4) Removal Agencies. Each rotation period shall be seven (7) consecutive days beginning Monday at 8:00 a.m. and ending at 7:59 a.m. the following Monday.
- C. City agrees that when towing/wrecker service is required, it will first attempt to dispatch the "on-duty" Removal Agency. If such Removal Agency is unavailable, or lacks the necessary equipment (e.g., a heavy duty wrecker), the parties agree City will dispatch the next Removal Agency on the rotation list.
- D. City will dispatch Removal Agencies through the Communications/Dispatch center of the Watertown Police Department.
- E. City agrees to dispatch a uniformed officer to the scene of any service call for the purpose of maintaining order or security if requested by a Removal Agency. It is specifically agreed and understood by the parties hereto that any request for uniformed personnel may be delayed, or refused, if operational requirements of the Watertown Police Department make such dispatch impractical or impossible.
- F. To the extent practically possible, when a Removal Agency is directed by the City to impound a vehicle for any legitimate law enforcement purpose, City will provide the Removal Agency written documentation of the impound order in the event the vehicle owner attempts to reclaim the impounded vehicle prior to its release by the City. Neither the impounded vehicle nor its contents shall be accessed or removed from the removal agency storage lot without the express authorization of the Watertown Police Department.

6. Recordkeeping Requirements.

Each Removal Agency will maintain a separate record of service for all contract calls, available for inspection by City. The records shall include the following information for each dispatched call for service:

- A. Date and time of service, including arrival time.
- B. Dispatch Location.
- C. Vehicle description; make, model, color, license number, or vehicle identification number.
- D. Service provided and total fee charged.

7. Insurance.

Each Removal Agency agrees to maintain the following insurance coverages:

- A. Workers compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide coverage B, Employer's liability Coverage, of not less than \$1,000,000.00 each accident, \$1,000,000.00 disease - policy limits.
- B. Commercial general liability insurance providing occurrence form contractual personal injury, bodily injury, and property damage liability coverage with limits of at least \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, and \$2,000,000.00 aggregate products and completed operations.
- C. Automobile liability insurance covering all owned, non-owned and hired automobiles, trucks and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000.00 combined single limit each occurrence.

Removal Agency agrees to provide Certificate(s) of Insurance contemporaneous with their execution of this Agreement. The commercial general and automobile liability policies shall name the City, its officers, employees, and agents as additional insureds. Each Removal Agency warrants that no policy of insurance described hereunder will be canceled without thirty (30) days advanced notice to City. Each Removal Agency further acknowledges and agrees that if, at any time during the term of this Agreement, any insurance coverage required hereunder is canceled for any reason, City shall have the immediate right to terminate the Agreement with that Removal Agency, without notice, and the Removal Agency acknowledges and agrees that it will have no recourse for such termination.

8. Indemnification and Hold Harmless Provision.

Each Removal Agency knowingly, intelligently and voluntarily agrees to indemnify and hold harmless the City, and its employees, officers and agents, in whole or in part, from any claim, loss, damages, or expenses arising as a result of any services performed under this Agreement, whether direct or indirect, whether to person or property, and including worker compensation claims.

9. Assignment.

No Removal Agency may assign their rights to this Agreement to any other agency or company not party to this Agreement without the express written consent of City. Additionally, no Removal Agency shall be permitted to sell or otherwise convey any of its rights hereunder without the expressed written consent of the City of Watertown. A Removal Agency shall have the right, after consultation with City, to contact other towing/wrecking companies for the limited and exclusive purpose of providing service in case of actual emergency or when specialized equipment is required. A removal agency may change its name, corporate affiliation or business form with the express written consent of the City which shall not be unreasonably withheld.

10. Service Fees.

Removal Agencies agree to charge the following amounts throughout the term of this Agreement:

Towing Fees.

- A. *Automobiles, pickup trucks, and motorcycles*—One-Hundred Fifty Dollars (\$150.00) for non-City owned vehicles within the corporate limits of City. City-owned vehicles will be charged One Hundred (\$100.00) for towing within the corporate limits of the City.
- B. *Motorist Assist* (events where a vehicle is not towed and minimal assistance is provided) Fee \$100.00
- C. *Medium Duty Class 3-6* (10,001 to 26,000 lbs. GVWR, six tires or more). Includes mid-sized or larger vehicles, delivery trucks, utility vehicles, motor homes, package parcel trucks, ambulances, small dump trucks, small flat bed and stake bed trucks, refrigerated and box trucks, some buses, Fee \$200 per hour (minimum).
- D. *Heavy Duty Class 7* (26,001 to 33,000lbs GVWR, six or more tires) and *Class 8* (33,001 lbs and up to state limit, ten tires or more). Class 7 and 8 includes large deliver trucks, motor coaches, tractor and trailer combinations, large refuse trucks, any vehicle requiring a CDL. Fee \$400 per hour (minimum).
- E. An additional Thirty-five Dollars (\$35.00) may be charged if the Removal Agency has to remove snow, incident to towing.

Storage Rates.

- A. *External Storage on Removal Agency property*— cars, small trucks, and motorcycles may be assessed no more than Thirty Dollars (\$30.00) per day; trucks one and one-half (1 ½) ton or larger may be assessed no more than Thirty-five Dollars (\$35.00) for the cab and Thirty-five Dollars (\$35.00) for the trailer.
- B. *Enclosed Indoor Storage on Removal Agency Property*— may charge no more than Thirty-five Dollars (\$35.00) per day in the same manner as external storage rates, *supra*.
- C. *After-Hours Additional Charges* — an additional Seventy-five Dollars (\$75.00) may be assessed for release of a vehicle outside normal Removal Agency hours. For the purpose of this agreement, *hours outside of normal Removal Agency hours* are defined as: 1) any time prior to 8 am and after 5 pm, and 2) any hour of the day or night on weekends and federally recognized holidays.

The parties recognize that the above-listed fees may be increased if the particular circumstances of the provided service warrant an upward adjustment. It is an express condition of this Agreement that any deviation from, or increase to, any of the above-established rates, for any reason, will be itemized by the Removal Agency in an invoice

which shall be mailed or provided to the Watertown Police Department within five (5) days and provided to the customer. Failure to provide such itemization may result in City exercising its right of termination as provided in Section 11, *infra*.

11. Termination.

The parties agree that any Removal Agency may be terminated from this agreement at any time upon thirty (30) days written notice, with or without cause, with no right or recourse for any termination. Removal Agencies may be terminated immediately with cause. The parties agree that any notice of termination will be provided in writing to the other parties. It is specifically agreed and understood that withdrawal by a Removal Agency (or agencies) during the term of this Agreement will not cause termination of the entire Agreement. It is further agreed that in the event of termination or voluntary withdrawal of any Removal Agency during the term of this Agreement, such vacancy will not be filled by another Removal Agency until the total number of Removal Agencies is fewer than three (3); whereupon the City may elect to add a Removal Agency to maintain the total number at three (3) for the remainder of the Agreement's unexpired term. The decision whether to add a Removal Agency when the total number is fewer than three (3) shall be solely within the discretion of the City. The parties agree that this Agreement may be terminated at any time upon thirty (30) days written notice, with or without cause, with no right or recourse for any termination.

12. Non-Discrimination.

No Removal Agency will refuse to perform any service required hereunder on the basis of race, color, sex, creed, religion, ancestry, national origin, or disability. Any such refusal shall be grounds for termination of this Agreement with a Removal Agency.

13. Waiver.

A waiver or breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provisions, nor shall any failure to enforce any provision hereunder operate as a waiver of any provisions hereunder.

14. Choice of Law.

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

15. Amendment.


This Agreement may be modified or amended only upon written agreement of the parties.

16. Entirety.

This Agreement represents the entire Agreement of the Parties and no other agreements, whether written or oral exist between or among the parties relating to the services and obligations hereunder. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

Dated at Watertown, South Dakota, this 10th day of September, 2024.

REMOVAL AGENCY:


A. 

Keith Peterson
Active Towing

CITY OF WATERTOWN:

City Manager Amanda Mack

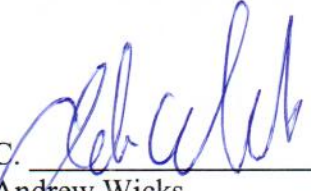
ATTEST:

B. 

Bryan Crocker
Crocker's Collision Center

Kristen Bobzien, Finance Officer

(SEAL)

C. 

Andrew Wicks
Performance Towing



City Council

Agenda Item

Subject: Authorization to supplement the WPD budget in the amount of \$13,119.50 from the Opioid restricted funds for purchasing equipment to support Youth and Drug Abuse Prevention programs.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Please see the attached justification.

FINANCIAL CONSIDERATIONS:

A budget supplement of \$13,119.50 from the Opioid Settlement Fund. This fund is restricted, and the purchase of the equipment fulfills the requirements.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the Authorization to Supplement the WPD Budget in the amount of \$13,119.50 from the restricted Opioid fund to purchase equipment to support Youth and Drug Abuse Prevention Programs.

ATTACHMENT(S):

[DASH Trailer Equipment Justification](#)

Justification for Equipment Purchased for DASH Events.

Subject: Approval for Funding of Equipment Purchase Utilizing Opioid Settlement Funds

The Watertown Police Department seeks approval to fund the purchase of equipment for the Drug-Free, Alcohol-Free, Safe, and Healthy (DASH) events. This equipment will be financed through the opioid settlement money received by the city. The items listed below are critical for enhancing operational effectiveness, ensuring public safety, and promoting awareness about opioid abuse. Additionally, these items will support funding community anti-drug coalitions that engage in drug prevention efforts and school-based or youth-focused programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

1. **18lb Octagon Rubber Base and 42" Watchtower Delineator (Quantity: 25)**

- **Price:** \$772.50
- **Purpose:** These delineators are essential for establishing secure perimeters and controlled access areas during DASH events, such as the start and finish of races. They provide clear visual guidance for personnel and the public, ensuring safety and order in potentially chaotic environments.

2. **Flags for Between Delineator Posts (Quantity: 2)**

- **Price:** \$120.00
- **Purpose:** The flags enhance visibility between delineator posts, particularly in low-light conditions or high-traffic areas, further clarifying restricted or designated zones.

3. **Generator - Westinghouse 4500 Dual Fuel (Quantity: 1)**

- **Price:** \$1,000.00
- **Purpose:** A reliable power source is crucial for operating electronic equipment. The dual fuel capability provides flexibility and ensures continuous operation during extended events or in areas with limited fuel availability.

4. **Arch (Quantity: 1)**

- **Price:** \$1,300.00
- **Purpose:** The arch serves as a recognizable entrance marker at the start and finish of DASH-hosted events, aiding in crowd management and event organization.

5. **Extension Cords (12 gauge, 50') (Quantity: 4)**

- **Price:** \$160.00
- **Purpose:** These heavy-duty cords connect various equipment, ensuring a reliable and safe power distribution setup.

6. **Cord Protectors (Quantity: 6)**

- **Price:** \$100.00
- **Purpose:** Cord protectors prevent tripping hazards and protect electrical cords from damage, enhancing safety and equipment longevity.

7. Shirts (Quantity: 30)

- **Price:** \$450.00
- **Purpose:** These shirts will be distributed to DASH volunteers, ensuring the visibility of all event staff and facilitating better coordination.

8. Pamphlets (6 types, 500 each) (Quantity: 1 set)

- **Price:** \$1,500.00
- **Purpose:** Informational pamphlets will provide vital information about drug usage and opioid awareness to the public and other stakeholders, aiding in disseminating critical information.

9. TVs (32") (Quantity: 3)

- **Price:** \$480.00
- **Purpose:** These TVs will be used to monitor events in real-time and, with computers, provide a larger view of information. They are essential for maintaining situational awareness and coordination.

10. 30' 30 Amp Cord (Quantity: 1)

- **Price:** \$65.00
- **Purpose:** This cord is necessary for connecting high-power equipment and ensuring adequate power for all essential operations.

11. Decal for Trailer (Quantity: 1)

- **Price:** \$750.00
- **Purpose:** A decal enhances visibility and branding, making the trailer easily identifiable in public and emergencies.

12. Mobile Radio/Mic/Antenna/Mount APX4500 (Quantity: 1)

- **Price:** \$4,100.00
- **Purpose:** This communication equipment is vital for maintaining contact with field units, coordinating responses, and ensuring clear communication during operations.

13. Cameras (Quantity: 1 set)

- **Price:** \$1,000.00

- **Purpose:** High-quality cameras are essential for monitoring the area, providing security, and documenting incidents. The 4K resolution ensures clear, detailed footage.

14. Pamphlet Wall Mount Holder (Quantity: 1)

- **Price:** \$80.00
- **Purpose:** This holder will organize and display informational materials, making them easily accessible to the public and personnel, specifically the pamphlets associated with opioid awareness.

15. Pelican Case 1595 with Interior Dividers (Quantity: 1)

- **Price:** \$580.00
- **Purpose:** The Pelican case provides secure storage and transportation for sensitive equipment, protecting it from damage and environmental factors. It also helps organize electronic items for safe storage in DASH programs.

16. Folding Chairs (Quantity: 6)

- **Price:** \$312.00
- **Purpose:** Portable seating is necessary for staff and visitors, providing comfort during briefings, rest periods, and meetings.

Funding and Justification

The purchase of the equipment above is to be funded through the opioid settlement money received by the city. This funding allocation is justified due to the dual purpose of the equipment: enhancing operational readiness and supporting DASH events that focus on public health and safety, particularly in the area of opioid abuse awareness and prevention. Additionally, these items will support community anti-drug coalitions and school-based or youth-focused programs that are effective in preventing drug misuse and likely to prevent opioid uptake and use. The use of opioid settlement funds for these purposes aligns with the broader goal of combating the opioid crisis and supporting community safety and well-being.

We respectfully request the Watertown City Council approve this funding proposal to ensure our department is adequately equipped to serve the community and address the challenges posed by opioid abuse and related incidents. We appreciate your consideration.

Total Price: \$13,119.50 (including estimated shipping of \$350)



City Council

Agenda Item

Subject: Approval of Change Order No. 1 for the Taxiway and Ag Area Improvements, Project No. 2227 with J & J Earth Works, Inc., for an increase of \$25,839.00 for a new contract price of \$2,638,490.10.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The Taxiway and Ag Area Improvements, Project No. 2227, was bid on July 8, 2024. J & J Earth Works, Inc. was awarded the contract for \$2,612,651.10. Change Order No. 1 is an increase in the amount of \$25,839.00. With the approval of this change order the new contract price will be \$2,638,490.10 so that they may adjust the quantities of various Bid Items to reflect the change from 6" Watermain to 8" Watermain and the addition of a Fire Hydrant.

FINANCIAL CONSIDERATIONS:

The funding for this project for City share has been budgeted in account 606-43503-43905.

The increase of \$25,839.00 for utilities are not eligible for FAA funding. The utilities cost of Bid Schedule D is expected to be recovered through a cost recovery model to the subsequent tenant users.

Original Contract: \$2,612,651.10

Change Order #1: \$25,839.00

New Contract: \$2,638,490.10

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director

Justin Petersen, City Engineer

STAFF RECOMMENDATION / SUGGESTED MOTION:

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

I move to approve change order No. 1 for the Taxiway and Ag Area Improvements, Project No. 2227 with J & J Earth Works, Inc., for an increase of \$25,839.00 for a new contract price of \$2,638,490.10.

ATTACHMENT(S):

**CHANGE ORDER
Project No. A-8836**

ORDER NO.	<u>1</u>
DATE:	<u>July 30, 2024</u>
AGREEMENT DATE:	<u>July 8, 2024</u>

NAME OF PROJECT: Taxiway and Ag Area Improvements
Watertown Regional Airport - Watertown, SD
AIP #3-46-0058-045-2024
A-8836
Bid Schedule A, Bid Schedule B, Bid Schedule C, Bid Schedule D, and Bid
Schedule E

OWNER: City of Watertown

CONTRACTOR: J & J Earth Works, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

This Change Order adjusts the quantities of various Bid Items to reflect the change from 6" Watermain to 8" Watermain and the addition of a Fire Hydrant. This Change Order also adds the following items:

CCO 1-1 8" Watermain
CCO 1-2 8" Saddle w/ 1-1/2" Corp
CCO 1-3 8" MJ Gate Valve w/ Box
CCO 1-4 8" x 8" x 6" MJ DI Tee
CCO 1-5 8" 90° MJ DI Bend
CCO 1-5 8" Cap

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE	\$2,612,651.10
Current CONTRACT PRICE adjusted by previous Change Order	\$2,612,651.10
The CONTRACT PRICE due to this CHANGE ORDER is Increased by:	\$25,839.00
The CONTRACT PRICE due to this CHANGE ORDER is Decreased by:	\$0.00
The new CONTRACT PRICE including this CHANGE ORDER will be	\$2,638,490.10

Change to CONTRACT TIME:

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

The date of Substantial Completion will be September 28, 2024 (date).

The date for completion of all Work will be October 31, 2024 (date).

Approvals Required:

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

Recommended by: Michael A. Schmit 7-30-2024
Helms and Associates – Consulting Engineer Date:

Ordered by: J. A. 8/8/24
J & J Earth Works, Inc. Date:

Agreed to by: _____
City of Watertown Date:

Approved by: _____
Program Manager - Office of Air, Rail, and Transit Date:

Change Order No. 1
 Owner: City of Watertown
 Watertown Regional Airport - Watertown, SD
 Project No. A-8836

Issue Date: July 30, 2024
 Contractor: J & J Earth Works, Inc.

Item	Description	Quantity to Date	Unit	(+) QTY	(-) QTY	Unit Price	Price Change	New Quantity
Bid Schedule D								
D2	6" Watermain	552	Ft		552	\$74.00	(\$40,848.00)	0
D3	6" PVC Hydrant Lead	9	Ft	9		\$90.00	\$810.00	18
D6	6" Saddle w/ 1-1/2" Corp	4	Each		4	\$650.00	(\$2,600.00)	0
D9	Fire Hydrant	1	Each	1		\$6,950.00	\$6,950.00	2
D10	6" MJ DI Tee	2	Each		2	\$1,050.00	(\$2,100.00)	0
D11	6" 90° MJ DI Bend	1	Each		1	\$760.00	(\$760.00)	0
D12	6" Cap	1	Each		1	\$450.00	(\$450.00)	0
CCO 1-1	8" Watermain	0	Ft	552		\$93.50	\$51,612.00	552
CCO 1-2	8" Saddle w/ 1-1/2" Corp	0	Each	4		\$885.00	\$3,540.00	4
CCO 1-3	8" MJ Gate Valve w/ Box	0	Each	1		\$4,100.00	\$4,100.00	1
CCO 1-4	8" x 8" x 6" MJ DI Tee	0	Each	3		\$1,375.00	\$4,125.00	3
CCO 1-5	8" 90° MJ DI Bend	0	Each	1		\$925.00	\$925.00	1
CCO 1-6	8" Cap	0	Each	1		\$535.00	\$535.00	1
TOTAL CHANGE ORDER #1							\$25,839.00	
HELMS and ASSOCIATES								

Agenda Item 7.(h) Approval of Change Order No. 1 for the Taxiway and Ag ...



City Council

Agenda Item

Subject: Approval of a Sanitary Sewer Utility Easement Agreement for service associated with the Mary's Heights Apartments Project in Harmony Hill Third Addition, with the Benedictine Sisters of Mother of God Monastery.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

A building permit was issued for Mary's Heights Apartments project per B-24-86 on July 24, 2024 following design review team and staff review. A 20' sanitary sewer and water utility easements were required for public infrastructure to be extended on the south side of the property. This easement documents that agreement and the easement will have hard surfacing for all weather access for WMU and the Wastewater Division of Public Works to maintain and service the utilities. Watertown Municipal Utilities has also entered into a Water Utility Easement with the Benedictine Sisters for the Mary's Heights Apartments project.

FINANCIAL CONSIDERATIONS:

NA

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manger/Public Works Director
Brandi Hanten, Community Development Manager
Justin Petersen, City Engineer

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of the easement with the following motion:

I move to approve the Sanitary Sewer Utility Easement Agreement for service associated with the Mary's Heights Apartments Project in Harmony Hill Third Addition, with the Benedictine Sisters of Mother of God Monastery.

ATTACHMENT(S):

[Mary's Heights Sanitary Sewer Utility Easement](#)

Prepared by:

Timothy J. Dougherty
Dougherty & Dougherty, LLP
P.O. Box 2376
Sioux Falls, SD 57101-2376
605-335-8586

SANITARY SEWER UTILITY EASEMENT AGREEMENT

This Sanitary Sewer Utility Easement Agreement (this "Agreement"), dated ^{Aug 12} 2024, is between Benedictine Sisters of Mother of God Monastery, a South Dakota nonprofit corporation ("Grantor"), and the City of Watertown, South Dakota, a South Dakota municipal corporation ("Grantee").

Recitals

A. Grantor is the owner of the real property legally described as:

Lot 1 and Outlot "A" Block 5, Harmony Hill Third Addition to the Municipality of Watertown, in the County of Codington, South Dakota

(the "Property").

B. Grantee is a municipal corporation engaged in providing public sanitary sewer service to residential and commercial developments in the City of Watertown.

C. In connection with the development of the Property, Grantee agrees to provide sanitary sewer service to the Property, and Grantor agrees to grant an easement to Grantee for such purposes, subject to the terms and conditions set forth below.

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Terms and Conditions

1. **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive, perpetual 20-foot-wide easement on, under, over and across the portion of the Property identified in Exhibit A as the "20' Wide Sanitary Sewer Utility Easement," and legally described as:

A strip of land 20' in width over and across Lot 1 and Outlot "A" Block 5 of the plat entitled, "Lot 1 and Outlot "A" Block 5 Harmony Hill Third Addition to the Municipality of Watertown, in the County of Codington, South Dakota"

(the "Easement Area"), for purposes of installing, constructing, operating, maintaining, inspecting, repairing, removing and replacing a sanitary sewer main, including pipes, manholes and other related appurtenances (the "Facilities") for the transmission of waste water, together with the right of ingress and egress over, across and along the Easement Area to the extent reasonably necessary for persons, vehicles and equipment to access the Facilities for the purposes specified herein.

2. **Reservation of Rights.** Grantor may use, occupy and enjoy the Easement Area for any purpose, including a roadway, that does not unreasonably interfere with Grantee's use of the Easement Area for the purposes specified in Section 1.
3. **Prohibited Use.** Grantee shall not use the Property for storage, except for materials, construction equipment and vehicles directly associated with construction or maintenance of the Facilities.
4. **Standard of Work.** Grantee shall perform all work in connection with the easement granted under this Agreement in a workmanlike manner and with a minimum of inconvenience to Grantor.
5. **Restoration of Property.** If Grantee damages or disturbs any portion of the Property, including the Easement Area, while exercising its easement rights under this Agreement, Grantee shall promptly repair and restore the Property to the condition in which it existed immediately before the damage or disturbance.
6. **Indemnification.** Grantee shall defend, indemnify and hold Grantor harmless for, from and against any claims, losses, liabilities, damages, costs or expenses, including reasonable attorney fees, (a) for physical damage to property and for physical injuries or death, to the extent caused by the negligence or willful misconduct of Grantee or persons on the Property with Grantee's permission; (b) arising out of or related to Grantee's breach of this Agreement; and (c) any violation by Grantee or by persons on the Property with Grantee's permission of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any hazardous materials on or under the Property.
7. **Termination or Abandonment.** If Grantee terminates or abandons its use of the Facilities for a period of twenty-four (24) consecutive months, this Agreement and all easement rights granted under this Agreement will terminate, except that Section 6 will survive any termination of this Agreement, and at the request of Grantor, Grantee shall execute and deliver to Grantor a recordable quit claim deed conveying all Grantee's right, title and interest in and to the Property or part thereof.
8. **Relocation.** Grantor may, from time to time in the future, request that the Easement Area, or any part thereof, be relocated to accommodate the development of the Property. Upon such request, Grantee shall permit Grantor to relocate the Easement Area, or any part thereof, if, (a) the proposed relocation does not degrade the operational efficiencies of the Facilities or degrade Grantee's access to the Facilities for inspection, maintenance, repair or

The parties have signed this Agreement as of the date set forth above.

GRANTOR:

BENEDICTINE SISTERS OF MOTHER OF GOD
MONASTERY

By: Theresa Hoffman
Theresa Hoffman
Its President

GRANTEE:

CITY OF WATERTOWN

By: _____
Its _____

State of South Dakota)
 :ss
County of Codington)

On this 12 day of August, 2024, before me, personally appeared, Theresa Hoffman, who acknowledged that she is the president of Benedictine Sisters of Mother of God Monastery, a South Dakota nonprofit corporation, and that she, as president, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as president.

In witness whereof, I hereunto set my hand and official seal.

Angie Selzer
Notary Public – South Dakota
My Commission expires: Feb 28, 2030

State of South Dakota)
 :ss
County of Codington)

reconstruction, (b) Grantor grants to Grantee a substitute easement in substantially the same form and content as this Agreement, and (c) Grantee pays the actual cost of relocating the Facilities to the new Easement Area. After Grantor has satisfied these conditions, Grantee shall promptly vacate the Easement Area, or part thereof, and execute and deliver any documents that may be necessary to extinguish and release its right, title and interest in the Easement Area or part thereof.

9. **Binding Effect.** The easements and covenants in this Agreement are appurtenant to, and run with, the land, and they are binding upon, and inure to the benefit of, each party and its successors and assigns.
10. **Waiver.** A party's waiver of enforcement of any term or condition of this Agreement will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent or later breach or default.
11. **Entire Agreement.** This Agreement contains the entire agreement between the parties.
12. **Modification.** This Agreement may not be modified, restated, amended, or changed except by a written instrument signed by each party.
13. **Governing Law.** This Agreement is governed by and must be construed in accordance with the laws of the State of South Dakota.

[Signature Page Follows]

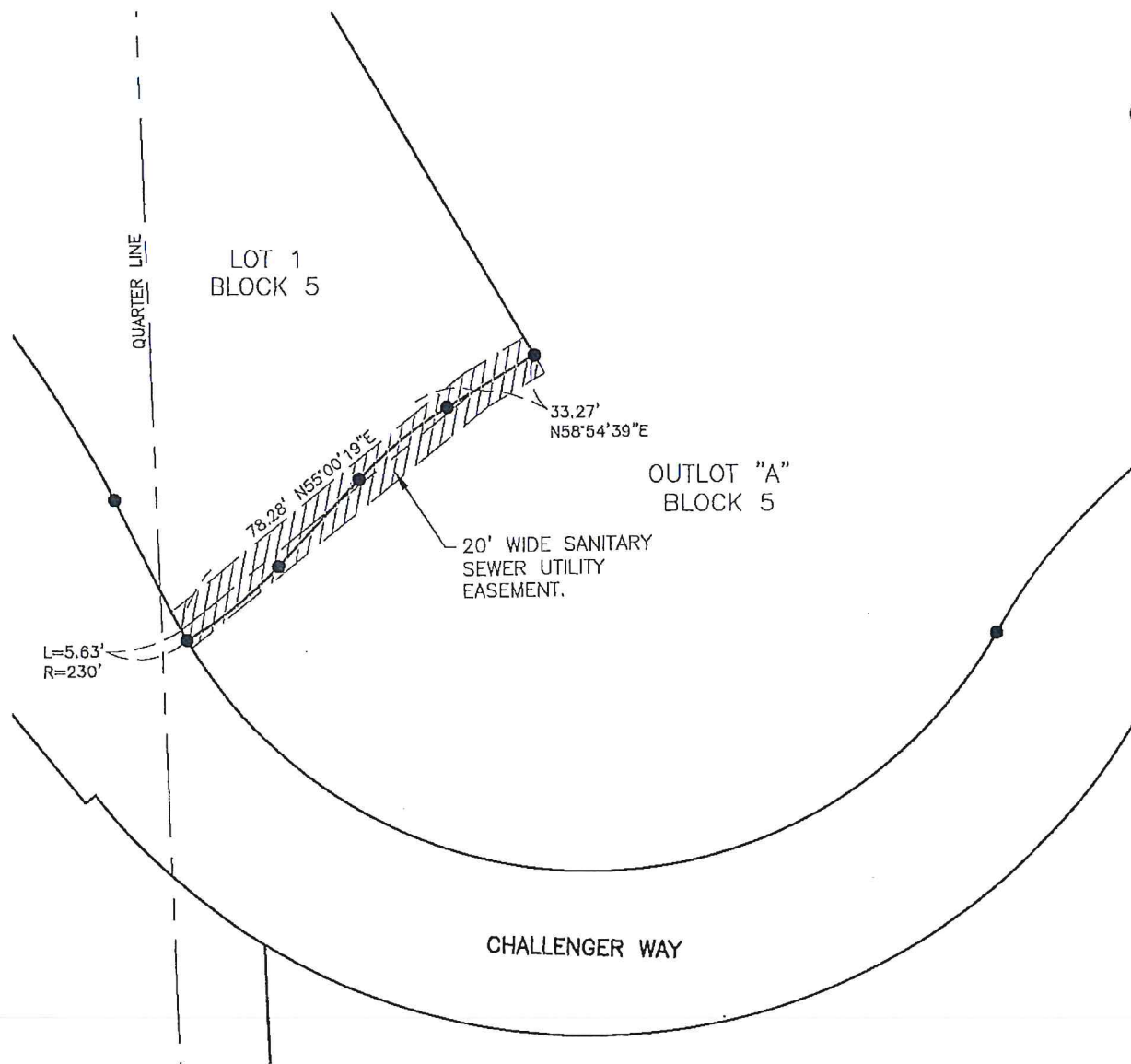
On this ____ day of _____, 2024, before me, personally appeared, _____, who acknowledged that he/she is the _____ of the City of Watertown, a South Dakota municipal corporation, and that he/she, as _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

In witness whereof, I hereunto set my hand and official seal.

Notary Public – South Dakota
My Commission expires: _____

EXHIBIT "A"

20' WIDE SANITARY SEWER UTILITY EASEMENT OVER AND ACROSS LOT 1 AND OUTLOT "A" BLOCK 5 OF THE PLAT ENTITLED, "LOT 1 AND OUTLOT "A" BLOCK 5 HARMONY HILL THIRD ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA."



Prepared By
AASON ENGINEERING COMPANY, INC.

1022 SIXTH STREET S.E.
WATERTOWN, SD
Telephone 605-882-2371



City Council

Agenda Item

Subject: Approval of Change Order No. 1 for the 2024 Pickleball Facility, Project No. 2408, with Timmons Construction Inc., for an increase of \$60,771.32 for a new contract price of \$587,051.34, and authorizing the City Manager to sign the MOU for the cost sharing of the project between the City and the Pickleball Association.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

This change order includes installations for electrical, water, and a fencing wind screen to the Pickleball Facility project. The electrical work includes two lights on the South courts and installing outlets and light switch at the shade structure. The water work will include installation of a 1" line from the watermain to a drinking fountain, also provided under this change order. The wind screen will cover the 8' perimeter fence as shown in the attached map. These changes resulted in an increase of \$60,771.32 for this project, increasing the total project cost to \$587,051.34.

FINANCIAL CONSIDERATIONS:

The funding for this project has been budgeted in the Park & Recreation Capital Improvement Fund (CIP), account 212-45182-43951, in the amount of \$450,000.00. With a total bid price of \$526,280.02, increased to \$587,051.34 with this change order.

Per the attached MOU, the cost of project is proposed to be split 55% City (\$322,878) and 45% Pickleball Association (\$264,173).

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director

Justin Petersen, City Engineer

Dusty Rodiek, Parks, Recreation & Forestry Director

Kraig Engen, Engineer Technician/Project Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of the change order with the following motion:

I move to approve Change Order No. 1 for the 2024 Pickleball Facility, Project No. 2408, with Timmons Construction Inc., for an increase of \$60,771.32 for a new contract price of \$587,051.34, and authorizing the City Manager to sign the MOU for the cost sharing of the project between the City and the Pickleball Association.

ATTACHMENT(S):

[Change Order No.1](#)

[Vicinity Map](#)

[Pickleball Association Agreement-CCO No.1](#)

[Pickleball Utilities](#)

CHANGE ORDER NO.: 1

Owner: City of Watertown, SD
 Engineer:
 Contractor: Timmons Construction Inc.
 Project: 2024 Pickleball Facility
 Contract Name: 2024 Pickleball Facility
 Date Issued: July 25, 2024

Owner's Project No.: 2408
 Engineer's Project No.: 2408
 Contractor's Project No.:

Effective Date of Change Order: August 20, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: **Add lights to the 2 South courts, electrical, water with water fountain, and 8' fence wind screen.**


Attachments: **See attached summary of quantities.**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>526,280.02</u>	Original Contract Times: Substantial Completion: <u>October 4, 2024</u> Ready for final payment: <u>November 1, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>526,280.02</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 4, 2024</u> Ready for final payment: <u>November 1, 2024</u>
Increase this Change Order: \$ <u>60,771.32</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>587,051.34</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 4, 2024</u> Ready for final payment: <u>November 1, 2024</u>

Recommended by Engineer (if required)

Accepted by Contractor

By: _____
 Title: _____
 Date: _____


Brad Timmons (Jul 25, 2024 11:57 CDT)

President

25/07/2024

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

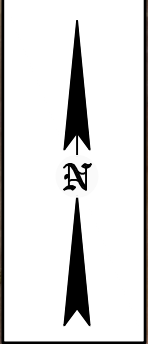
Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: <u>City of Watertown</u>	Owner's Project No.: <u>2408</u>
Engineer: <u>Kraig Engen</u>	Engineer's Project No.: <u>2408</u>
Contractor: <u>Timmons Construction Inc.</u>	Contractor's Project No.: _____
Project: <u>2024 Pickleball Facility</u>	
Contract: <u>2025 Pickleball Facility</u>	

Application No.: 1 Application Period: From 07/18/24 to 08/18/24 Application Date: 08/18/24

A Bid Item No.	B Description	C Contract Information				D Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	J % of Value of Item (J / F) (%)				
Original Contract												
1	Mobilization	Lump	Sum	\$ 28,140.00	28,140.00	-	-	-	-	0%	28,140.00	
2	Traffic Control, Miscellaneous	Lump	Sum	\$ 2,625.00	2,625.00	-	-	-	-	0%	2,625.00	
3	Install 4" Concrete Sidewalk	3,625	SF	\$ 7.30	26,462.50	-	-	-	-	0%	26,462.50	
4	Post-Tensioned Concrete Pavement	17,152	SF	\$ 10.45	179,238.40	-	-	-	-	0%	179,238.40	
5	Unclassified Excavation	1,905	CY	\$ 16.50	31,432.50	-	-	-	-	0%	31,432.50	
6	Woven Geotextile Fabric	1,906	SY	\$ 5.50	10,483.00	-	-	-	-	0%	10,483.00	
7	Non-Frost Susceptible Fill	2,573	Ton	\$ 17.60	45,284.80	-	-	-	-	0%	45,284.80	
8	Aggregate Base Course	533	Ton	\$ 22.00	11,726.00	-	-	-	-	0%	11,726.00	
9	Silt Fence	525	LF	\$ 4.50	2,362.50	-	-	-	-	0%	2,362.50	
10	Curb Inlet Protection	2	Each	\$ 180.00	360.00	-	-	-	-	0%	360.00	
11	Temporary Vehicle Tracking Control	1	Each	\$ 2,310.00	2,310.00	-	-	-	-	0%	2,310.00	
12	Temporary Concrete Washout	1	Each	\$ 440.00	440.00	-	-	-	-	0%	440.00	
13	Landscaping	Lump	Sum	\$ 6,480.00	6,480.00	-	-	-	-	0%	6,480.00	
14	4' Black Vinyl Chain-link Fence	476	LF	\$ 48.13	22,909.88	-	-	-	-	0%	22,909.88	
15	8' Black Vinyl Chain-link Fence	748	LF	\$ 67.38	50,400.24	-	-	-	-	0%	50,400.24	
16	4'x4' Black Vinyl Chain-link Gate	4	Each	\$ 825.00	3,300.00	-	-	-	-	0%	3,300.00	
17	4'x8' Black Vinyl Chain-link Gate	4	Each	\$ 1,303.50	5,214.00	-	-	-	-	0%	5,214.00	
18	10'x16' Shade Structure	2	Each	\$ 18,492.00	36,984.00	-	-	-	-	0%	36,984.00	
19	Liquid Applied Acrylic Surfacing(2 Filler Layers, 2 Color Coats)	Lump	Sum	\$ 39,044.40	39,044.40	-	-	-	-	0%	39,044.40	
20	Court Markings and Striping	Lump	Sum	\$ 2,880.00	2,880.00	-	-	-	-	0%	2,880.00	
21	Netting System	8	Each	\$ 2,275.35	18,202.80	-	-	-	-	0%	18,202.80	
Original Contract Totals					\$ 526,280.02	\$ -	\$ -	\$ -	\$ -	0%	\$ 526,280.02	
Change Orders												
22	Light Poles and Lights	Lump	Sum	\$ 3,708.29	3,708.29	-	-	-	-	0%	3,708.29	
23	Light Pole Bases	Lump	Sum	\$ 2,757.87	2,757.87	-	-	-	-	0%	2,757.87	
24	Boring	Lump	Sum	\$ 7,803.86	7,803.86	-	-	-	-	0%	7,803.86	
25	Materials	Lump	Sum	\$ 4,735.94	4,735.94	-	-	-	-	0%	4,735.94	
26	Labor	Lump	Sum	\$ 4,744.81	4,744.81	-	-	-	-	0%	4,744.81	
27	Connect to Existing Watermain	1.00	Each	\$ 2,116.14	2,116.14	-	-	-	-	0%	2,116.14	
28	1" Saddle and Corp	1.00	Each	\$ 1,372.62	1,372.62	-	-	-	-	0%	1,372.62	
29	1" Meter Pit	1.00	Each	\$ 5,204.55	5,204.55	-	-	-	-	0%	5,204.55	
30	1" Curb Stop	1.00	Each	\$ 972.28	972.28	-	-	-	-	0%	972.28	
31	1" Municipex Waterline	180.00	LF	\$ 26.31	4,735.80	-	-	-	-	0%	4,735.80	
32	Drinking Water Fountain(Furnish)	1.00	Each	\$ 5,635.00	5,635.00	-	-	-	-	0%	5,635.00	
33	8' High Perimeter Fence Wind Screen	748.00	LF	\$ 18.92	14,152.16	-	-	-	-	0%	14,152.16	
34	Encapsulated Post Tension System	Lump	Sum	\$ 2,832.00	2,832.00	-	-	-	-	0%	2,832.00	
Change Order Totals					\$ 60,771.32	\$ -	\$ -	\$ -	\$ -	0%	\$ 60,771.32	
Original Contract and Change Orders					\$ 587,051.34	\$ -	\$ -	\$ -	\$ -	0%	\$ 587,051.34	



VICINITY MAP



Watertown Pickleball Complex Construction - Memorandum of Understanding

The City of Watertown and the Watertown Pickleball Association agree to jointly fund the construction and related improvements of the Watertown Pickleball Complex as identified in the original project scope plus approved change orders.

The following describes the total project budget with change orders.

Base Contract	\$526,280	(court complex construction as per approved bid)
Change orders	\$60,771	(wind screen, electrical, lighting of 2 courts, water fountain)
Total project cost	\$587,051	

Based on the recommendations from the May 20, 2024 City Council meeting the following cost share ratio shall be applied to the construction and related improvements for the Watertown Pickleball Court Complex.

The City of Watertown will contribute 55% of the project costs, including approved change order items, in the amount of - \$322,878.00

The Watertown Pickleball Association will contribute 45% of the project costs, including approved change order items, in the amount of - \$264,173.00

*Two notable items are not included in the project scope – Seating, Landscaping/Trees

To complete the above items it is agreed that:

The City will provide for the cost associated to complete tree and turf planting and establishment.

The Watertown Pickleball Association will fund the purchase of player benches and plaza seating.

It is further agreed and understood that the opportunity exists for the Watertown Pickleball Association to provide for the recognition of donors on individual courts, plaza area, nets and benches as approved by the City.

By signing below, the parties acknowledge that they have read, understood, and agree to the terms and conditions outlined in this Memorandum of Understanding. The duly authorized representatives of the parties execute this MOU as of the effective date.

City of Watertown

Name: _____ Title: _____
Date: _____

Watertown Pickleball Association

Name: Julie Hoover Title: President
Date: 7-31-24



INSTALL LEGEND	
	ELECTRICAL
	WATER
	FENCE WIND SCREEN



City Council

Agenda Item

Subject: Approval of Change Order No. 1-Final for the 2024 Airport T-Hangar Foundation, Project No. 2422, with Castlerock Construction, for an increase of \$90,874.30 for a new contract price of \$275,261.90.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

This is the final change order for the 2024 Airport T-Hangar Foundation project which adjusts final quantities of bid items. This change order includes removal of the floor and unknown asphalt and concrete under the floor and replacement of base course, and a new concrete floor. Sealing around the foundation and poly under the concrete was added to prevent moisture damage. These changes resulted in an increase of \$90,874.30 for this project.

For further background, the foundation for the current T-Hangar was severely damaged during a past storm which would make it extremely difficult to erect a building on the existing foundation. A new T-Hangar building was bid out and awarded less than the amount received from insurance and FEMA.

FINANCIAL CONSIDERATIONS:

The funding for this project has been budgeted in the Airport Capital Improvement Fund, account 606-43500-42203, in the amount of \$1,200,000.00. From this budget, \$437,800.00 has been approved for the Airport T-Hangar Building. With approval of this change order, the new contract price for the Airport T-Hangar foundation is \$275,261.90, for a total expense of \$713,061.90. The budget would have a remaining balance of \$486,938.10.

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director

Justin Petersen, City Engineer

Kraig Engen, Engineer Technician/Project Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of the change order with the following motion:

I move to approve Change Order No. 1-Final for the 2024 Airport T-Hangar Foundation, Project No. 2422, with Castlerock Construction, for an increase of \$90,874.30 for a new contract price of \$275,261.90.

ATTACHMENT(S):

[Change Order #1](#)

[Vicinity Map](#)

CHANGE ORDER NO.: 1

Owner: City of Watertown, SD
 Engineer: Kraig Engen
 Contractor: Castlerock Construction
 Project: 2024 Airport T-Hangar Foundation
 Contract Name: 2024 Airport T-Hangar Foundation
 Date Issued: 07/26/2024

Owner's Project No.: 2422
 Engineer's Project No.: 2422
 Contractor's Project No.:

Effective Date of Change Order: 08/20/2024

The Contract is modified as follows upon execution of this Change Order:

Description: **Additional removal and concrete quantities to extend paving limits. Remove buried asphalt/concrete and add sealing to joints.**

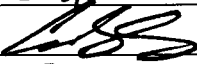
Attachments: **See attached summary of quantities.**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>184,387.60</u>	Original Contract Times: Substantial Completion: <u>July 12, 2024</u> Ready for final payment: <u>August 9, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>184,387.60</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 12, 2024</u> Ready for final payment: <u>August 9, 2024</u>
Increase this Change Order: \$ <u>90,874.30</u>	No Change this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>275,261.90</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 12, 2024</u> Ready for final payment: <u>August 9, 2024</u>

Recommended by Engineer (if required)

Accepted by Contractor

By: _____
 Title: _____
 Date: _____

Castlerock Construction + Concret

Calvin Siver 7/26/24

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Watertown	Owner's Project No.:	2422
Engineer:	Kraig Engen	Engineer's Project No.:	2422
Contractor:	Castlerock Construction	Contractor's Project No.:	
Project:	2024 Airport Improvements		
Contract:	2024 Airport Improvements		

Application No.: 2 Application Period: From 06/18/24 to 07/23/24 Application Date: 08/18/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	Mobilization	Lump	Sum	\$ 6,500.00	6,500.00	1.00	6,500.00	-	6,500.00	100%	-
2	Remove Concrete Pavement	858	S.Y.	\$ 7.00	6,006.00	858.00	6,006.00	-	6,006.00	100%	-
3	Remove Concrete Foundation	482	L.F.	\$ 66.00	31,812.00	482.00	31,812.00	-	31,812.00	100%	-
4	Install 6" PCC Pavement	858	S.Y.	\$ 70.20	60,231.60	858.00	60,231.60	-	60,231.60	100%	-
5	Install Concrete Foundation	482	L.F.	\$ 159.00	76,638.00	482.00	76,638.00	-	76,638.00	100%	-
6	Aggregate Base Course	60	Ton	\$ 20.00	1,200.00	60.00	1,200.00	-	1,200.00	100%	-
7	Erosion Control	Lump	Sum	\$ 2,000.00	2,000.00	1.00	2,000.00	-	2,000.00	100%	-
					-	-	-	-	-	-	-
Original Contract Totals					\$ 184,387.60		\$ 184,387.60	\$ -	\$ 184,387.60	100%	\$ -
Change Orders											
2A	Remove Concrete Pavement	875	S.Y.	\$ 7.00	6,125.00	875.00	6,125.00		6,125.00	100%	-
4A	Install 6" PCC Pavement	930	S.Y.	\$ 70.20	65,286.00	930.00	65,286.00		65,286.00	100%	-
6A	Aggregate Base Course	551	Ton	\$ 20.00	11,020.00	551.00	11,020.00		11,020.00	100%	-
8A	Remove Asphalt Removal & Haul	815	S.Y.	\$ 7.00	5,705.00	815.00	5,705.00		5,705.00	100%	-
9A	10 Mil Vapor Barrier	9,880	S.F.	\$ 0.12	1,185.60	9,880.00	1,185.60		1,185.60	100%	-
10A	Dayton J22 Sealer	4,370	S.F.	\$ 0.26	1,136.20	4,370.00	1,136.20		1,136.20	100%	-
11A	Tear Away Expansion Joint	850	L.F.	\$ 0.49	416.50	850.00	416.50		416.50	100%	-
					-	-	-		-	-	-
					-	-	-		-	-	-
Change Order Totals					\$ 90,874.30		\$ 90,874.30	\$ -	\$ 90,874.30	100%	\$ -
Original Contract and Change Orders											
Project Totals					\$ 275,261.90		\$ 275,261.90	\$ -	\$ 275,261.90	100%	\$ -



VICINITY MAP

Piper Ave

Airport Dr.

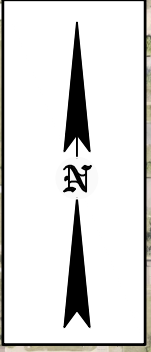
SD HWY 20

Lear Ave.

W Airport Dr.

Watertown Regional Airport

PROJECT AREA





City Council

Agenda Item

Subject: Approval of a bid award for a new Ford F-350 Pickup, to Sioux Falls Ford, in the amount of \$71,832.00.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

On August 6, 2024, four (4) bids were received for a new crew cab pickup with a utility service body. This pickup is for the Public Works Department, Street Division, for the Sign and Signal Technician's use. Sioux Falls Ford was the low bidder in the amount of, \$71,832.00. The unit will allow staff to take adequate parts, equipment, and tools into the field for repairs and diagnostic work orders.

In reviewing the bids, it was determined that the three lowest bids contained certain technical irregularities, as shown on the Bid Details Attachment. The fourth bid met all specs, but was nearly \$7,000 over budget. From there, staff determined the following:

According to SDCL 5-18A-5(6): "The purchasing agency may waive technical irregularities in the bid or proposal of the low bidder or offeror which irregularities do not alter the price, quality, or quantity of services..". Staff, through assistance from the City Attorney, have reviewed the irregularities of the low bidder; the exclusion of a bid bond (not required by State Law) and non-compliance with a lighting spec. Staff feel that both of these meet the intent of the technical irregularities waiver language in the SDCL cited above, and hereby recommend proceeding with awarding to the lowest bidder at an approximate \$8,000 savings from the next low bidder.

Related to the bid bond, it was discovered through the bidding process that automotive dealerships do not typically see a bid bond request from government agencies for vehicles, as it is not required by law for bids of this nature. In moving forward, staff will be assessing the bid bond requirements, ensuring they exist where required by law (infrastructure projects), and omitted when the risk to the City of the bidder not entering into a contract is insignificant (such as in-vehicle purchases).

FINANCIAL CONSIDERATIONS:

The funding for this purchase has been allocated in the Capital Outlay Budget, Account 212-43015-43800 in the amount of \$80,000. This purchase comes in under budget at \$71,832.00, leaving a balance of \$8,168.00 of the original \$80,000.00.

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director
Rob Beynon, Street Superintendent

STAFF RECOMMENDATION / SUGGESTED MOTION:

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

I move to approve a bid award for a new Ford F-350 Pickup, to Sioux Falls Ford, in the amount of \$71,832.00.

ATTACHMENT(S):

[Bid Details for Pickup](#)

8-7-24

Bid Details for a Pickup w/Service Body for the Street Division

Budget: \$80,000

1. Bidder: Sioux Falls Ford Price: **\$71,832**
 - a. Did not have Cashier's Check or Bid Bond included – Said they never do this with other govt. entities.
 - b. Did not meet spec for LED headlights
 - c. Did not acknowledge addendum #1, but did acknowledge #2

2. Bidder: Watertown Ford Price: **\$79,714** Cashier's Check \$3,985.70
 - a. Did not acknowledge addendum #1, but did acknowledge addendum #2. #2 was a revision of #1, so I don't know if acknowledgment of #1 is necessary.
 - b. Did not meet spec for Rear Cargo Light
 - c. Did not state Yes or No on the last 4 specification questions on our bid form for the service body portion of the document. It appears that they missed answering this portion of the specifications. However, they did add specification build sheets to the document packet, which does clearly indicate that they meet the last 4 specifications.

3. Bidder: Northern Truck Equipment Corp Price: **\$82,980** Bid Bond 10% of Total Bid
 - a. Did not meet spec for LED headlights
 - b. They had side notes clarifying that delivery will be determined by Ford

4. Bidder: Crysteel Truck Equipment Price: **\$86,922** Cashier's Check \$4,346.10
 - a. Meets all specifications



City Council

Agenda Item

Subject: Approval of bid award for a Closed Captioning TV trailer with accessory equipment to Cues via H-GAC cooperative purchasing in the amount of \$230,632.00.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The Wastewater Division of Public Works is purchasing a Closed Captioning Television (CC TV) trailer for Sewer televising, along with the trailer accessory from Cues, Inc located in Orlando, Florida for \$230,632.00. The proposed purchase of the CC TV trailer and associated equipment meets the City of Watertown specifications and is based on H-GAC (Houston-Galveston Area Council Cooperative Purchasing) contract pricing SCO6-24.

The associated software will be purchased from WinCan located in Pittsburgh, Pennsylvania (\$20,835) for a total expenditure of \$251,467.00.

This purchase replaces the current system which is ten (10) years old. Due to its minimal trade-in value, the camera and associated robotics will be retained for redundancy.

FINANCIAL CONSIDERATIONS:

The funding for this purchase has been budgeted in the Wastewater Capital Improvement Fund, Account 604-432.52-43600 in the amount of \$278,000.00. After the total proposed purchase price of \$251,467.00, the budget will have a new balance of \$26,533.

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director
Robert Dari, Wastewater Superintendent
Craig Mitchell, Assistant Wastewater Superintendent

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends the approval of these bid awards through the following motion:

I move to approve a bid award for a Closed Captioning TV trailer with accessory equipment to Cues via H-GAC cooperative purchasing in the amount of \$230,632.00.

ATTACHMENT(S):

[WinCan Software - Pricing](#)



WINCAN

Software Quote

WinCan LLC.
 300 Cedar Ridge Dr.
 Suite 308
 Pittsburgh, PA 15205
 Office Phone: (877)626-8386
 sales.us@wincan.com

Software Quote Number: E240730255
Software Quote Date: 07/30/2024
Payment Terms: Due On Receipt
Software Quote Amount: 20,835.00
Created By: Freddie Garcia

Bill To
 Watertown, SD

Ship To
 Watertown, SD

Item #	Item Name	Quantity	Unit Price	Total
VX-ADVANCED-1	WinCan VX Advanced License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, All languages & Standards, Map Viewer, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture.	1.00	10,735.00	10,735.00
VX-INFINITY-ADVANCED-1	ANNUAL Advanced Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX Same Day Support and Service	1.00	1,700.00	1,700.00
VX-OFFICE-1	WinCan VX Office License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, SQL database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	1.00	7,200.00	7,200.00
VX-INFINITY-OFFICE-1	ANNUAL Office Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX Same Day Support and Service	1.00	1,200.00	1,200.00

Total Quantity: 4.00

Subtotal: \$ 20,835.00
Software Quote Amount \$ 20,835.00

Agenda Item 9.(d) Approval of bid award for a Closed Captioning TV trail...

Terms & Conditions:

This proposal may be withdrawn if not accepted within the period shown below. All software and hardware remains the property of the seller until sum stated above is paid in full.

Shipping, handling, and any applicable sales tax will be added to your invoice(s). Charges for software licenses, hardware, training, and support agreements are due upon our receipt of your order. Scheduled trainings cancelled by the customer may be subject to a cancellation/rescheduling fee.

Returns must be authorized in advance and must be completed within 45 days. Returns may be subject to a restocking fee.

We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified. This quote is valid 60 days from the Software Quote Date above unless noted otherwise by the seller. The above, prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized for the work specified. Payment will be made as specified.

Accepted By: _____ Date: _____

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Watertown, SD	Contractor:	Elxsi dba CUES
Contact Person:		Prepared By:	Robin Guthrie
Phone:		Phone:	407-782-6048
Fax:		Fax:	407-425-1569
Email:		Email:	robing@cuesinc.com

Product Code:	E1	Description:	High Cube Van Installation
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$205,050.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
 (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
EWTR16 16" Trailer	\$18,815.20		
WM350 Compact Pipe Ranger	\$32,185.39		
HGACBUY THE SMART PURCHASING SOLUTION			
			Subtotal From Additional Sheet(s):
			Subtotal B: 51000.59

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
 (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
			Subtotal From Additional Sheet(s):
			Subtotal C: 0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	256050.59	=	Subtotal D:	256050.59
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Delivery	\$5,679.00		
6% Customer Discount	-15363.04		
Less addt discount	-15734.55		
			Subtotal E: -25418.59

Delivery Date: 90-120 days **F. Total Purchase Price (D+E):** 230632

Specifications For: WATERTOWN, SD

1 8X16 TANDEM AXLE TRAILER, 10000GVWR

- 1 Tandem Axle
- 1 Gross Vehicle Weight Rating - 10000 lb.
- 1 Interior Height 81"
- 1 Side Entry Door – Passenger Side
- 1 Electric Trailer Brakes
- 1 1/8" Aluminum Treadplate Mounted on lower half of front exterior to protect from rock chips
- 1 12 V DC Power Tongue Jack with Emergency Manual Crank

1 LED TRAFFIC ADVISOR, WHELEN – REAR MOUNTED

1 POWER BOOM CRANE WITH LED LIGHTING, FLOOR MOUNT

Power actuated boom extends and retracts up to 24" at the touch of a button for precise deployment/retrieval placement of the transporter/camera, 750 lb. capacity, Yellow Retrieval Hook, 75' x 5/32" Cable Length, Floor Mounted, 12VDC, Push Button 4-Function Detachable 12' Pendant Control, Powder Coat Finish. High intensity LED lighting to help light up the manhole to assist in deployment/retrieval of the transporter/camera.

1 POWER BOOM CRANE CONTROLLER HOLDER

1 WIRELESS POWERBOOM CRANE CONTROLLER

1 CAT 6(RJ45) TR3544/EC2452 – EXTERNAL CONNECTION MOUNTED NEAR HOUSE POWER CONNECTION

1 TV TRAILER EXTERIOR LIGHTING & CONTROL ROOM - EVOLUTION 3.0 TO INCLUDE:

- 4 High Intensity LED Strobe System - Amber (Mounted Front and Rear Left and Right Sides (2 Each Side))
- 2 High Intensity LED Strobe System - Amber (Mounted High on Rear Corner Posts)
- 2 High Intensity LED Strobe System - Amber (Mounted Each Side Trailer Front)
- 2 Adjustable LED Floodlights Rear of Vehicle Area Illumination

Control Room Interior:

- 1 Lonseal Lonplate Flooring
- 1 Kemlite covered walls and weather resistant/smooth finished ceiling
- 1 Bulkhead Wall With Passage Door From Control Room to Equipment Room
- 1 Tinted Viewing Window in Bulkhead Wall
- 1 Tinted Viewing Window in Bulkhead Door
- 1 Above Desk Control Console with Rack Mount for Electronic Equipment
- 1 Desktop / Work Area
- 1 12V High Intensity LED Light Fixture
- 1 Multi-Outlet Power Strip With USB Ports
- 1 Fire Extinguisher with Bracket, 10BC Rating
- 1 Operators Chair, Swivel With Casters
- 1 Breaker Box Storage Area with Locking Positive Latch
- 1 Battery Powered Carbon Monoxide Alarm

1 LOW PROFILE, ROOF MOUNTED AIR CONDITIONER

1 WALL MOUNTED ELECTRIC HEATER

1 WALL MOUNTED ELECTRIC HEATER HOUSING

1 BENCH SEAT IN VIEWING ROOM

1 CUSHION FOR BENCH SEAT

1 CLOSET IN VIEWING ROOM

2 ADDT OUTLETS FOR VIEWING ROOM – ONE LOCATED BY SIDE ENTRY DOOR AND ONE LOCATED BELOW DESK ON BULKHEAD WALL

1 TV TRAILER EQUIPMENT ROOM INTERIOR - EVOLUTION 3.0 TO INCLUDE:

- 1 Lonseal Lonplate Flooring
- 1 Kemlite covered walls and weather resistant/smooth finished ceiling
- 1 Electrical Outlet with Dual Receptacles
- 1 12V High Intensity LED Light Fixture
- 1 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights

1 MULTI-OUTLET WORKSTATION WITH LIGHTS AND USB PORTS

1 ADDT OUTLETS FOR EQUIP ROOM – ONE NEAR BULKHEAD PASSAGE DOOR AND ONE MOUNTED NEAR REAR OF TRAILER BY REEL

2 WALL MOUNTED ELECTRIC HEATER – ONE MOUNTED NEXT TO REEL TO ENSURE OPERATION DURING COLD WEATHER

2 WALL MOUNTED ELECTRIC HEATER HOUSING

1 20-GALLON WASHDOWN SYSTEM TO INCLUDE:

- 1 20-Gallon Fresh Water Tank
- 1 Electric Water Pump
- 1 Retractable Hose Reel with 25' Water Hose and Nozzle

1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM

- 1 Lower Storage Cabinet / Work Top with Sink and Faucet
- 1 Upper Wall Mounted Storage Cabinet

1 5-DRAWER TOOL CHEST, MODULINE

1 5" VISE, BENCH MOUNT

1 EQUIPMENT ROOM FLOOR TIE DOWNS

1 UNIVERSAL PAPER TOWEL HOLDER IN EQUIPMENT ROOM

1 32" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL

- 1 Flat Screen Monitor
- 1 Cable Assembly - Video Monitor to Monitor in Control Room
- 1 Electrical Outlet

1 15 GALLON EPA FUEL TANK FOR TRAILER

1 7000 WATT GAS ONAN EVAPORATOR GENERATOR MOUNTED ON TRAILER TONGUE

- 1 120 Volt 60 HZ 7000 Watt EFI (Electronic Fuel injection) Commercial Grade Generator
 - 1 Gasoline Powered

- 1 Electric Start
- 1 Air Cooled
- 1 Generator Remote Start/Stop Cable assembly

1 POWER SUPPLY COMPONENTS TO INCLUDE:

- 1 Generator Compartment Mounted on Trailer Tongue
- 1 Commercial Power Supply Receptacle
- 1 Electrical Supply Center with Circuit Breaker Box
- 1 Commercial power and Generator Power Connectors
- 1 Automatic Power Transfer Switch

1 SYSTEM ENGINEERING PANEL, FOR POWER INFORMATION AND GENERATOR FUNCTIONS, RACK MOUNTED, TO INCLUDE:

- 1 Four Function AC Power Meter displaying Critical Power Information including:
 - 1 Voltage
 - 1 Hertz
 - 1 Amperage
 - 1 Active Power (Watts)
- 1 Front panel Selector Switch for two modes of operation:
 - 1 Fixed reading
 - 1 Continuous Auto-cycling
- 1 Generator Battery Meter to Display Starting and Charging Voltage
- 1 Generator Hour Meter
- 1 Generator Remote Start/Stop Control Switch
- 1 On/Off Switch for Emergency Warning beacons (Switch to Illuminate When On)

1 25' 110V SHORE POWER CABLE

1 1500' CABLE ASSEMBLY, M/C 12PIN METAL

- 1 1500' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
- 1 .450 Diameter
- 1 Metal Splice Chamber with Pigtail
- 1 Cable Strain Relief

1 TV REEL ASSEMBLY WITH AUTO PAYOUT & CENTER SLIPRING

- 1 Black Thermoplastic Powder Coated Frame (not available with BRAKE option)
- 1 Power Levelwind & Multi Ratio Manual Transmission
- 1 Footage Meter with Local Counter and Remote Electronic Counter
- 1 Automatic Payout System
- 1 Transmission Control at Viewing Station
- 1 Local Reel Mount Electrical and Mechanical Control
- 1 Sealed Continuous Contact Collector Assembly (Center)
- 1 Removable Drip Pan for Cleaning (not available with BRAKE option)

2 24" FLAT SCREEN TV MONITORS

2 MOUNTING HARDWARE FOR MONITOR to include Bracket(s), and / or Mount(s), and Miscellaneous hardware required to secure monitor for optimal safety and viewing.

1 PCU ASSEMBLY [RACK MOUNT]

1 CCU ASSEMBLY [RACK MOUNT]

- 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
- 1 Remote "QWERTY" Keyboard

- 1 On Screen Footage Display

- 1 WIRELESS CONTROLLER**
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

- 1 WIRED USB CONTROLLER**
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

- 1 8.7" MINI KEYBOARD**

- 1 SHORTING PLUG**

- 1 CUSTOMER SUPPLIED WINCAN COMPUTER WITH SOFTWARE – CUSTOMER TO SHIP TO ORLANDO FOR INSTALLATION**

- 1 HP LASER JET ENTERPRISE PRINTER M455DN OR EQUAL**

- 1 TV EQUIPMENT TEST CABLE**

- 1 KIT,DOWNHOLE,STD**
 - 1 Toproller Assembly, Manhole, TV Only, AI
 - 1 Claw Hook, Manhole Adapter, f/WT319
 - 1 Hook Assembly, Retrieval (SNGI,SHTY/LMP/PR)
 - 6 Pole Assembly, Retrieval / Downhole tl,58"
 - 1 Roller Assembly, Invert f/ WT319

- 1 MULTI CONDUCTOR TV ONLY TOOL KIT**
 - 1 Digital Multimeter
 - 1 Electrical Tape
 - 1 Needle Nose Pliers
 - 1 Six-In-One Screwdriver
 - 1 6" Adjustable Wrench

- 1 10" Adjustable Wrench
- 1 Anti Seize Grease
- 1 9-Piece Allen Wrench kit
- 1 Solder Iron Kit
- 1 Slip Joint Pliers
- 1 5/32 T-Handle Hex Wrench

1 WIRED FOR POSSIBLE LAMP II INSTALLATION AT LATER DATE

1 FIELD TRAINING FOR ID SYSTEM, 1 DAY

1 TRUCK DELIVERY-SOUTH DAKOTA

OPTIONAL ITEMS

[NOT INCLUDED IN BASE QUOTE]

ITEM 1:

1 OZ3s P&T ZOOM M/C LED CAMERA WITH BUILT-IN SONDE (Optional)

- 1 Solid State Color Sewer TV Camera
- 1 Pan & Rotate Camera Head, 120:1 Optical/Digital Zoom
- 1 NTSC/PAL Color Standard with 4x Light Integration
- 1 4 X 5W Cluster LED's for 6" through 72" lines
- 1 Camera Transportation and Storage Case
- 1 Built In Transmitter, 512 Hz

ITEM 2:

1 BRASS COMP STEERABLE CAM TRANS, WHEELED -60V (Optional)

- 1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
- 1 Set of Driven Rubber Wheels to Inspect 6" Pipe
- 1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe with:
 - 1 Manual Shifter on Camera Carrier
- 1 Unit Shall Have Forward, Free Wheel, and Power Reverse Capabilities
- 1 All Six (6) Wheel Drive Transporter Assembly to Include:
 - 1 Motor & Enclosed Drive Train
- 1 Tip Up Rear Connector

1 8" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER (Optional)

1 10-15" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER (Optional)

1 6"-15"PIPE SPACER KIT (Optional)

1 ELECTRIC CAMERA LIFT FOR COMPACT TRANSPORTER (Optional)

1 12"-15" PNEUMATIC TIRE KIT FOR COMPACT TRANSPORTER (Optional)

ITEM 3:

1 STEERABLE CAMERA TRANSPORTER, WHEELED, v2 (Optional)

- 1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
- 1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe
 - With Manual Shifter on Camera Carrier
- 1 Unit Shall Have Forward, Free Wheel, and Power Reverse

- 1 Set of Six (6) Driven Rubber Wheels to Inspect 8" Pipe
- 1 All Six (6) Wheel Drive Transporter Assembly to Include:
 - 1 Motor & Enclosed Drive Train
 - 1 Tip Up Rear Connector
- 1 **10" - 15" RUBBER TIRE KIT, v2 (Optional)**

1 10" - 15" SPACER KIT FOR SPR/PR, v2 (Optional)

ITEM 4:

1 ELECTRIC CAMERA LIFT (Optional)

ITEM 5:

1 MECHANICAL LIFT KIT (Optional)

ITEM 6:

- 1 **COMPACT TRAC TRANSPORTER M/C (Optional)**
 - 1 For 6" Relined Pipe Sizes with Free Wheel and Powered Reverse
 - 1 Built In 6-Pin Receptacle for Direct Insertion of the Camera
 - 1 Protective Housing for Optical Zoom Camera Pan & Tilt with Locking Feature
- 1 **8"-15" EXTENDERS FOR COMPACT TRAC TRANSPORTER (Optional)**
- 1 **SPARE PARTS KIT FOR TRAC TRANSPORTER TO INCLUDE: (Optional)**
 - 1 Additional Chain Links And Rubber Cleats

ITEM 7:

- 1 **SELF PROPELLED LATERAL INSPECTION / EVALUATION SYSTEM, WHEELED, FOR 6" - 15" MAINLINE AND 3" - 8" LATERAL INSPECTION, WITH PAN AND TILT / ZOOM MAINLINE CAMERA, AND WIRELESS CONTROL* TO INCLUDE: (Optional)**
 - 1 Mainline Pan, Tilt, and Zoom Camera to Include:
 - 1 Mainline Solid State Color Sewer TV Camera with:
 - 1 Pan, Tilt & Rotate Camera Head
 - 1 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom, NTSC Color Standard
 - 1 360 Degree Range of Rotation, 270 Pan Viewing Angle, Panning 360 Degrees
 - 1 Auto Iris, Auto Focus, Manual Override of Focus and Iris
 - 1 Camera will also be Used for:
 - 1 Monitoring Lateral Pan & Tilt Camera During Extend / Retract Operation
 - 1 Light Assembly, Pan & Tilt Zoom Camera, 6" - 72" lines
 - 1 White LED Field Replaceable Lamps
 - 1 Automatic Centering
 - 1 Lateral Launcher, for Lateral Pan and Tilt Camera to include:
 - 1 Self Propelled Launcher Robot with Freewheel, Forward, and Power Reverse
 - 1 Camera Head Mounting Assembly with Rotation Positioning, Articulating Hinge
 - 1 Push Cable Drive Assembly - Two-Speed Extend / Retract Camera Positioning
 - 1 Rear tip-up connector
 - 1 Interconnect Cable for Launcher to Push Cable
 - 1 Interconnect Cable for Control System to Power Control Unit

Agenda Item 9.(d) Approval of bid award for a Closed Captioning TV trail...

- 1 Single-point quick wheel removal system
 - 1 6 each 3.5" diameter tires for 6" pipe
 - 1 6 each 4.375" diameter tires for 8" pipe
 - 1 6 each 5" diameter tires for 10"-15" pipe
 - 1 Pneumatic Tire Kit for 12" - 15" pipe
 - 1 Rear Housing Assembly to Add Optional Rear View Color Camera
 - 1 LAUNCHER MUST BE LATERAL PAN & TILT CAMERA READY
 - 1 Lateral Reel / Control Assembly / Wireless Controller
 - 1 Electric Reel with Slipping and Clutch for:
 - 1 Powered Retrieve of Push Cable
 - 1 Control System to Include Launcher / Self Propelled Robot Control with:
 - 1 Extend / Retract, Left / Right Rotation, Camera Selection
 - 1 1000 ft. Video Cable with Cable End Termination
 - 1 Controller with Forward, Freewheel, and Power Reverse / Variable Speed
- Control:
- 1 Self-Propelled Launcher Robot
 - 1 All Launcher, Camera, and Reel Functions Shall be Controlled by the Wireless Hand Held Summit System Controller
 - 1 Compact Mainline Video Monitor
- *NOT FOR USE WITH OVER 1500' OF TV CABLE

1 SELF-LEVELING COLOR CAMERA WITH BUILT-IN SONDE KIT FOR USE WITH LAMP SYSTEM to include: (Optional)

- 1 Self-Leveling / Built-In Sonde Mini Camera
- 1 Lateral Camera Spring Assembly
- 1 Centering Ball

1 REAR VIEW CAMERA ASSEMBLY FOR USE WITH LAMP SYSTEM (Optional)

- 1 Color NTSC Camera
- 1 Lightring with (12) Solid State White LEDs

1 QUICK CABLE LOCK PIGTAIL COUPLER KIT (Optional)

1 120' PUSH CABLE FOR LATERAL INSPECTION SYSTEM (Optional)

1 FIELD TRAINING FOR ID SYSTEM, 1 DAY (Optional)

"The Standard of the Industry"



Monday, July 22, 2024

City of Watertown, SD
Larry Howard
1300 11th St. SE
Watertown, SD 57201

Dear Larry,

Here is the pricing you requested for a new Cues trailer to work with your existing Cues robotics. Please see attached component list for more detail.

In summary:

- 8x16' trailer with power tongue jack
- side entry door
- LED traffic advisor over rear door
- Power boom crane with Led lighting
- External CAT5 connection
- LED trailer lighting – corner strobes
- Roof mounted AC
- Wall mounted heater in control room and a dual heaters in the equipment room
- Closet and bench storage seat in control room
- 20-gallon washdown
- Upper and lower storage cabinet in equipment room with worktop
- 5 drawer tool chest mounted in bulkhead wall
- 32" rear monitor
- 7KW Onan generator
- 1,500' cable on auto payout reel
- Summit wireless electronics package
- Wireless and spare wired controllers
- Dual monitors in control room
- Test cables
- Install customer supplied Win can computer.
- HP laser jet printer M4550DN or equal
- Wired for LAMP 2 installed at later date
- Install
- Delivery

Base Price Total \$183,240

Optional robotics added to base

OZ3S ruggedized Pan, tilt zoom, sonde camera	\$23,526
Compact Steerable Pipe Ranger transporter package (CPR) with spacers and rubber tires for 6, 8, and 10-15" pipe sizes.	\$23,866

Grand Total HGAC SC01-021 with options \$230,632

TERMS: Net 30
FOB: Destination
Delivery: 90-120 days ARO

Agenda Item 9.(d) Approval of bid award for a Closed Captioning TV trail...

“This Quote and the goods and services quoted thereunder are subject to Cues, Inc. Standard Terms and Conditions of Sale found at: <https://cuesinc.com/pages/cues-terms-and-conditions-of-sale>. By accepting this Quote, Buyer agrees to be bound by these terms.”

Local factory direct service center located in Portland, OR area. Free loaner equipment for the lifetime of your gear in the event of service needs. Fully staffed facility includes bench and field service techs. Made in USA.

Let me know if you have any questions.

Thanks,
Gillian Wilson
Cues NW Territory Manager
503-622-3248



City Council

Agenda Item

Subject: First Reading of Ordinance No. 24-18, an Ordinance Amending Title 12 - Licenses and Regulations, repealing Section 12.10 regarding Security Guard in its entirety.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

A Revised Ordinance repealing Section 12.10 regarding Security Guard in its entirety.

STAFF RECOMMENDATION / SUGGESTED MOTION:

No Action; First Reading.

ATTACHMENT(S):

[ORD 24- Security Guard \(2\)](#)

ORDINANCE NO. 24-18

AN ORDINANCE AMENDING TITLE 12 – LICENSES AND REGULATIONS, CHAPTER 12.10, REPEALING SECTION 12.10: SECURITY GUARD OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN REGARDING CITY COUNCIL PROCEDURES

A Revised Ordinance repealing Section 12.10 regarding Security Guard in its entirety:

WHEREAS, the City Council deems it necessary, for the proper order of business before the City of Watertown to enact such a revised ordinance, and

WHEREAS the City Council has given due public notice of hearings relating to such amendments below related to the repeal of Section 12.10 of the Revised Ordinances of the City of Watertown, and

WHEREAS all requirements of the South Dakota Compiled Laws, related to ordinance amendments and subsequent action of the City Council has been met,

NOW THEREFORE BE IT ORDAINED BY THE PEOPLE OF THE CITY OF WATERTOWN, SOUTH DAKOTA:

BE IT ORDAINED by the City of Watertown, South Dakota, that Chapter 12.10, Security Guard, of Title 12, Licenses and Regulations of the Revised Ordinances of the City of Watertown be amended and repealed in its entirety:

TITLE 12

LICENSES AND REGULATIONS

Chapter

- [12.01 General Provisions](#)
- [12.02 Vocational Licenses](#)
- [12.05 Pawnbrokers and Secondhand Dealers](#)
- [12.06 Residential Contractors License](#)
- [12.09 Advertising at the Watertown Regional Airport](#)
- ~~[12.10 Security Guard RESERVED](#)~~
- [12.11 Licensing and Regulating Ambulance Services](#)
- [12.15 House Moving Businesses](#)
- [12.98 Cross-References](#)
- [12.99 Punishment](#)

Chapter 12.10

~~**SECURITY GUARD
RESERVED**~~

Section

- ~~[12.1001 License Required](#)~~
- ~~[12.1002 Application for License](#)~~
- ~~[12.1003 Investigation by Chief of Police](#)~~
- ~~[12.1004 Standards for Issuance of License](#)~~

- ~~12.1005 — Standards Applicable to Employees~~
- ~~12.1006 — Notice of Rejection~~
- ~~12.1007 — Appeal Procedure~~
- ~~12.1008 — License Fee~~
- ~~12.1009 — Conditions of Licensing~~
- ~~12.1010 — Insurance Required~~
- ~~12.1011 — Promulgation of Regulations~~
- ~~12.1012 — Duties of Licensee~~
- ~~12.1013 — Security Guard Defined~~

~~**12.1001: LICENSE REQUIRED**~~

~~No person, partnership or corporation shall, from and after the effective date of this ordinance, be permitted to engage in the occupation of security guard unless they shall have secured a license from the Finance Office of the City of Watertown and met the requirements contained in this ordinance. This ordinance shall not apply to any South Dakota certified law enforcement officer or to any employee who draws compensation directly from one employer and acts as a guard for such business as a full time or part time occupation but is on a salaried basis. (E4M-1) (Ord 15-09; Rev 05-01-15)~~

~~**12.1002: APPLICATION FOR LICENSE**~~

~~Applications for licenses issued hereunder shall be made upon blank forms prepared and made available by the finance office and shall state:~~

- ~~1. The full name, age, residence, present and previous occupations of the applicant;~~
- ~~2. Whether the person signing the application is a citizen of the United States;~~
- ~~3. A specific description of the location of the principal place of business of the applicant;~~
- ~~4. The number of years experience the applicant has had as a private detective or in related fields;~~
- ~~5. The length of time applicant has been a bona fide resident of the State of South Dakota immediately preceding the filing of the application;~~
- ~~6. Such other information as the finance office shall find reasonably necessary to effectuate the general purpose of this ordinance and to make a fair determination of whether the terms of this ordinance have been complied with:
 - ~~a. Fingerprint and Photograph. The application required hereunder shall be accompanied by a full set of fingerprints and a recent photograph. Such photograph and fingerprints shall be done at the Watertown Detention Center by the Watertown Police Department and the application fee shall include such service.~~
 - ~~b. Application Fee. The application required shall be accompanied by an application fee established by resolution of the City Council. (E 446-1) (98-3) (Ord 10-27; Rev 11-12-10)~~~~

~~**12.1003: INVESTIGATION BY CHIEF OF POLICE**~~

~~Within fifteen (15) days after receipt of an application as provided for herein the Chief of Police shall cause an investigation to be made of the applicant and his proposed operation. (E 446-1)~~

~~**12.1004: STANDARDS FOR ISSUANCE OF LICENSE**~~

~~The Finance Officer, upon recommendation of the Chief of Police, shall issue a license hereunder when he finds:~~

- ~~1. That the applicant is of good moral character;~~
- ~~2. That the applicant has never been convicted of any felony or any offense against the decency and morals of the community;~~
- ~~3. That the applicant is a natural born or a fully naturalized citizen of the United States;~~

4. ~~That the applicant does not believe in or advocate the overthrow of the government of the United States, or of the State of South Dakota by force or violence and that the applicant is not a member of any organization or party which he believes in or teaches directly or indirectly the overthrow of the government of the United States, or of the State of South Dakota, by force or violence. (E-446-1)~~

~~12.1005: STANDARDS APPLICABLE TO EMPLOYEES~~

~~All employees of any person having or applying for a license hereunder shall meet the standards set forth above and shall be subject to all regulations of this ordinance. Each employee shall be separately licensed. (E-446-1)~~

~~12.1006: NOTICE OF REJECTION~~

~~The Finance Officer shall act upon the application for a security guard's license within fifteen (15) days after the filing thereof. If the Finance Officer disapproves the application, he shall mail to the applicant within fifteen (15) days after the date upon which the application was filed, a notice of his action stating the reasons for his denial of the permit. (E-446-1)~~

~~12.1007: APPEAL PROCEDURE~~

~~Any person aggrieved shall have the right to appeal the denial of a security guard's license to the City Council. The appeal shall be taken within ten (10) days after notice. The City Council shall act upon the appeal at the first meeting after its receipt. (E-446-1)~~

~~12.1008: LICENSE FEE~~

~~A license shall be issued to a successful applicant upon payment of license fee established by resolution of the City Council. (E-446-1) (Ord 10-27; Rev 11-12-10)~~

~~12.1009: CONDITIONS OF LICENSING~~

1. ~~**Transferability.** Licenses issued hereunder shall not be transferable.~~
2. ~~**Revocation and Suspension.** Licenses issued hereunder shall be subject to revocation or suspension by the Finance Officer, upon recommendation of Chief of Police, for violation of any of the provisions of this ordinance or misconduct by the licensee or his employees, after reasonable notice and an opportunity to be heard has been given the licensee. The Finance Officer shall immediately notify any licensee, by personal service, of such suspension or revocation.~~
3. ~~**Renewal.** The Finance Officer shall issue renewal licenses to all licensees, whose licenses have not been suspended at the time said licenses have expired, upon payment of the license fee.~~
4. ~~**Term of License.** All licenses issued hereunder shall expire on December 31 of each year and shall be yearly licenses. (E-446-1)~~

~~12.1010: INSURANCE REQUIRED~~

~~Each licensee shall provide proof of liability insurance in the sum of at least five hundred thousand dollars (\$500,000) or show proof that he works for a company which carries liability insurance in that amount. Proof of such insurance shall be filed with the Finance Officer. The said insurance is for the protection of the public and the license of any individual shall be immediately revoked upon revocation of such certificate of insurance. (E-446-1)~~

~~12.1011: PROMULGATION OF REGULATIONS~~

~~The Finance Officer, upon recommendation of the Chief of Police, shall have the authority to enact and enforce reasonable rules and regulations for the operation of security guards in the interest of public safety, morals and welfare and to effectuate the general purpose of this ordinance. (E446-1)~~

~~12.1012: DUTIES OF LICENSEE~~

1. ~~**Carry and Post License Certificates.** The licensees hereunder shall cause a certificate of such license to be displayed at all times in a conspicuous place in or on his place of business described in such license. The licensee shall carry on his person at all times when performing services as a security guard a certificate of the license issued hereunder.~~
2. ~~**Impersonation of State Police Officers.** No security guard licensed hereunder shall impersonate or hold himself out as a peace officer of this state; nor shall a security guard operate or permit to be operated a motor vehicle with a siren, blinker light or with any insignia thereon bearing likeness to the insignia used by peace officers of this state.~~
3. ~~**Concealable Firearms.** All security guards licensed under this chapter shall comply with City Ordinances, State Statutes and Federal Regulations relative to the possession in carrying of concealable firearms, and no special rights regarding the possession of concealable firearms are conferred upon anyone by reason of a security guard's permit or license by this Article. (E 446-1)~~

~~**12.1013: SECURITY GUARD DEFINED**~~

~~As used in this Chapter, a "Security Guard" is any person, firm, partnership or corporation engaged in the business of protecting premises, enterprises, properties or another person, and shall also include any person who, if not an employee, is paid to collect money or examine personal identification as a prerequisite for the entrance into a premises that is licensed to serve alcoholic beverages. (Ord 15-12; Add 06-12-15)~~

The above and foregoing Ordinance was moved for adoption by Alderperson _____, seconded by Alderperson _____, and upon voice vote motion carried, whereupon the Mayor declared the Ordinance duly passed and adopted. I certify that Ordinance No. 24-__ was published in the Watertown Public Opinion, the official newspaper of said City, on the ___ day of _____, 2024.

Kristen Bobzien, Finance Officer

First Reading: August 19, 2024
Second Reading: September 3, 2024
Published:
Effective:

City of Watertown

Attest:

Ried Holien, Mayor

Kristen Bobzien, Finance Officer

|



City Council

Agenda Item

Subject: Application for a transfer of a Retail (on-off sale) Malt Beverage & SD Farm Wine license and Video Lottery license from Chubby's Inc d/b/a Brewski's Bar and Grill (Inactive), 16 N Broadway, Lots 15-16, Block 4, Original Plat Addn to Todd Ronke d/b/a Todd Ronke (Inactive), 215 14th Street ,Lot 2 Ted Horning Addition.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Fees have been paid and the Notice of Hearing has been published on 08/10/2024. License will be transferred as an inactive license.

FINANCIAL CONSIDERATIONS:

Applicant has paid transfer fees of \$75.00 to the City of Watertown and a one time \$50.00 notice of hearing fee.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the application for a transfer of a Retail (on-off sale) Malt Beverage & SD Farm Wine license and Video Lottery license from Chubby's Inc d/b/a Brewski's Bar and Grill (Inactive), 16 N Broadway, Lots 15-16, Block 4, Original Plat Addn to Todd Ronke d/b/a Todd Ronke (Inactive), 215 14th Street ,Lot 2 Ted Horning Addition.

ATTACHMENT(S):

[RB3633](#)

Date Received _____
Date Issued _____

License No. RB 3633

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

TODD RONKE
215 14th St SE
WATERLOO SD 57201

Owner's Telephone #: 605-968-4532

B. Business Name and Address

TODD RONKE - Inactive
215 14th St SE
WATERLOO SD 57201

Business Telephone #: 605 968-4532

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

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Is this license in active use? Yes No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

Yes No **If Yes, please list on the back page.**

Place of business is located in a municipality? Yes No

County: Codington

Do you own or lease this property? Own Lease

Are real property taxes paid to date? Yes No

D. Legal description of licensed premise:

LOT 2 TED Hoang Add.

Have you ever been convicted of a felony? Yes No

E. State Sales Tax Number 1041-5139-ST

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

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

Date 7-26-24 Print Name TODD RONKE Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on 8/10/24. Public hearing on the application was held 8/19/24, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held

Amount of fee collected with application \$ \$200.00

Amount of fee retained \$ 125.00 # 10235,10237

Forwarded with application \$ 75.00 # 10236

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ **REVIEW** _____

If disapproved, endorse reason thereon and return to applicant

Agenda Item 11.(a) Application for a transfer of a Retail (on-off sale) ...

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

Name of corporation/partnership/LP LLC _____

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

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes No

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

Name	Office	Address	Occupation
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
_____	_____
_____	_____

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

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date

AFFIDAVIT

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF CODINGTON)

TODD RONKE Chubby's Pub/Brewery Bart Gr. 4, being first duly sworn on oath deposes and
says: That on the 26th day of July, 2024, s/he was the owner of
the license / business / stock of RB3633 situated
on (legal description) Lots 15-16, Block 4, Original Platf Addn

_____ in
the city/county of WATER TOWN, South Dakota and that on the
said date s/he made a transfer / sale of said license operated under an alcoholic beverage license to
TODD RONKE of WATER TOWN, South Dakota.

[Signature] (owner)

_____ (owner)

Subscribed and sworn to before me this 26 day of July, 2024



[Signature]
Notary Public

My commission Expires: 8/11/29

(SEAL)



City Council

Agenda Item

Subject: Second Reading of Ordinance No. 24-13, an Amendment to the Zoning Designation for Phases 2 and 3 of Harmony Hill Second Addition from A-1 Agricultural District to PUD Planned Unit Development.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Owners, the Benedictine Sisters of Watertown/Mother of God Monastery, have submitted a petition to rezone a portion of Harmony Hill Second Addition. The property of Outlot "X" was annexed and zoned as A-1 Agricultural District in 2002. At that time, it remained A-1 because it did not meet the zoning district boundaries of the approved Concept Plan. The property of Outlot "Y" was annexed in 2006 and zoned A-1 as there was no approved Concept Plan of the area prior to 2021. This area had not yet been encompassed in a phase of the approved Concept Plan. Both areas are now included within the PUD Planned Unit Development with the proposed Concept Plan that was acted on prior to this item being reviewed to ensure the Plan Commission approves of the Concept Plan before acting on amending district boundaries to conform to the Concept Plan.

The PUD Narrative and Plan are an extension of the existing PUD approved in 2021 for Phase 1 and now includes the development for Phases 2 and 3. Phases 2 and 3 have been included in this PUD proposal as previously it was left undeveloped as final design plans had not been developed or decided on in 2021. Together, the PUD Narratives and Plans for Phase 1, 2, and 3 will be the administering documents for this PUD zoning designation at Harmony Hill Second Addition.

The Plan Commission recommended approval at the July 18, 2024, Plan Commission meeting (4-1). The one vote against was based on the concern about the state property to the south of the area proposed to be rezoned where the Harmony Hills Girls School was buried and if proper asbestos abatement was documented. Following the Plan Commission meeting, staff reached out to the SD DANR office and received documentation that the burial pit where the school was disposed of is considered nonhazardous waste. Primary materials that were disposed and buried at this site were concrete, lumber, and steel from the building demolition. A permit was granted by the State Department of Environmental and Natural Resources and Codington County in 2001.

FINANCIAL CONSIDERATIONS:

N/A

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director

Brandi Hanten, Community Development Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:

Second Reading of Ordinance No. 24-13, an Amendment to the Zoning Designation for Phases 2 and 3 of Harmony Hill Second Addition from A-1 Agricultural District to PUD Planned Unit Development.

ATTACHMENT(S):

[Petition](#)

[Vicinity Map](#)

[PUD Narrative 2024](#)

[PUD Plans 2024](#)

[PUD Narrative Approved 2021](#)

[PUD Plans Approved 2021](#)

[Ordinance No. 24-13](#)

Prepared by:
Colin B. DeJong
Aason Engineering Company, Inc.
1022 6th St SE
Watertown, SD 57201
Phone #: 605-882-2371

STATE OF SOUTH DAKOTA) :
COUNTY OF CODINGTON) : **PETITION TO CHANGE ZONING**

**TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY
OF WATERTOWN, SOUTH DAKOTA:**

1. Your Petitioner(s), Sister Theresa Hoffman, Prioress, acting agent for Benedictine Sisters of Mother of God Monastery (formerly known as Mother of God Monastery, Benedictine Sisters of Mother of God Priory, and Mother of God Priory), respectfully request that the following described real property in the City of Watertown, Codington County, South Dakota, be re-zoned from its current designation as “A1 – Agricultural District” to “PUD – Planned Unit Development”.

A portion of Outlot “Y” Block 9 and all that portion of Outlot “X” lying south of the Right of Way of Challenger Way all of the plat entitled, “Harmony Hill Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota”. Tract contains 10.53+- Acres.

2. Petitioner is the owner of record of the above-described real property.
3. The petitioner intends to develop the second phase of The Village at Harmony Hill PUD Development.
4. The following Exhibit is attached hereto and are by reference incorporated as part of this Petition:

Exhibit A – A portion of Outlot “Y” Block 9 and all that portion of Outlot “X” lying south of the Right of Way for Challenger Way all of the plat entitled, “Harmony Hill Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota.”

WHEREFORE, PETITIONER(S) REQUEST that the City Council of Watertown, South Dakota adopt an ordinance re-zoning the above-referenced real property from its current designation as “A1 – Agricultural District” to “PUD – Planned Unit Development”

Dated at Watertown, South Dakota, this 6th day of June, 2024.

By S. Theresa Hoffman
Sister Theresa Hoffman, Prioress
Acting Agent for
Benedictine Sisters of Mother of God Monastery

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

On this the 6th day of June, 2024, before me, the undersigned officer, personally appeared Sister Theresa Hoffman, Prioress, acting agent for Benedictine Sisters of Mother of God Monastery (formerly known as Mother of God Monastery, Benedictine Sisters of Mother of God Priory, and Mother of God Priory), known to me or satisfactorily proven to be the person whose name(s) are subscribed to within this instrument and acknowledged that he executed the same for the purposes therein contained.

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

Michelle Burleson
Notary Public

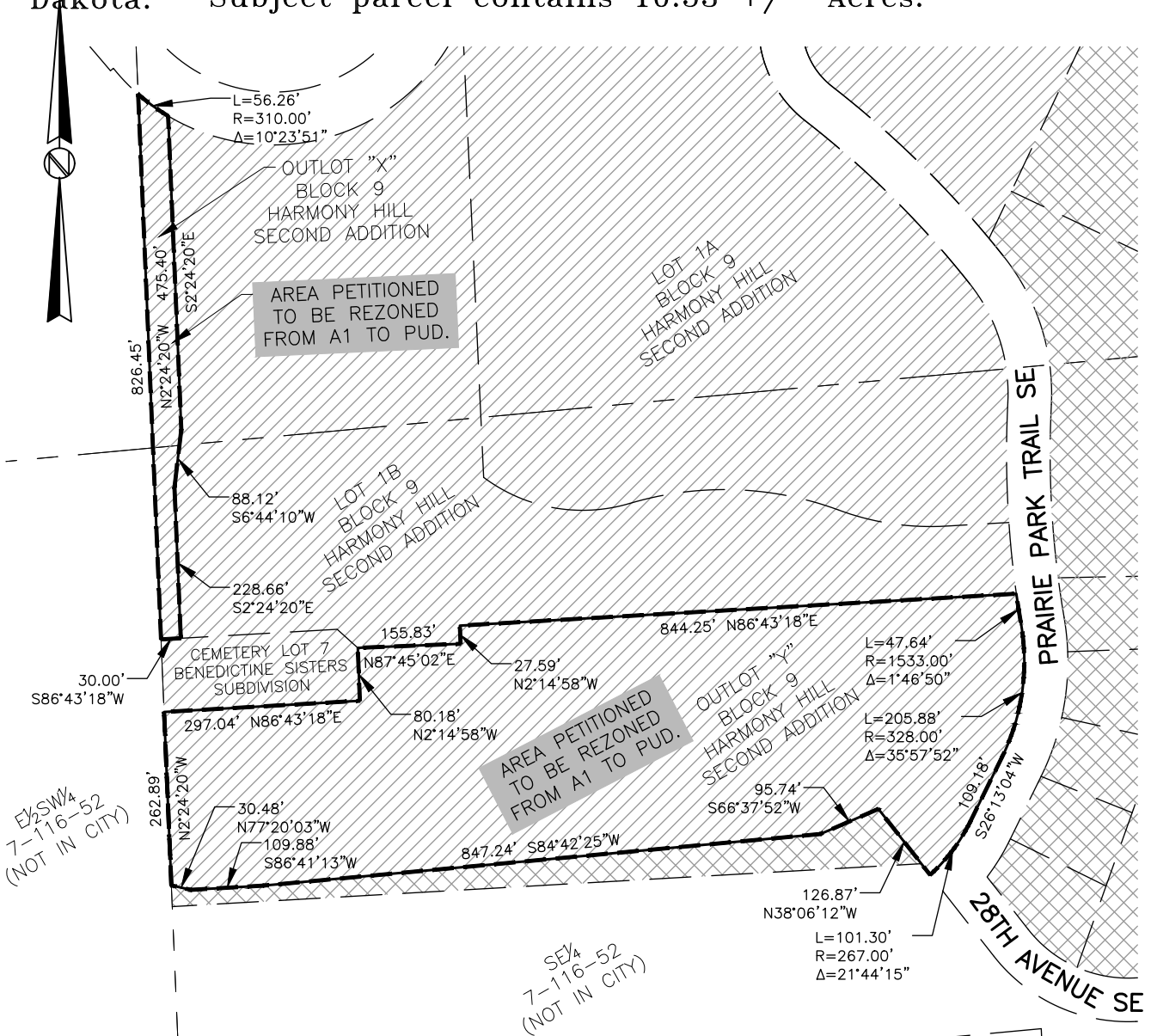
(SEAL)

My Commission Expires: 9-28-2024

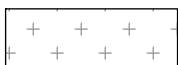


Exhibit A

A Portion of Outlot "Y" Block 9 and all that portion of Outlot "X" lying south of the Right of Way of Challenger Way all of the plat entitled, "Harmony Hill Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota." Subject parcel contains 10.53 +/- Acres.



ZONING DESIGNATIONS



A1 ZONING DESIGNATION



PUD ZONING DESIGNATION



R3 ZONING DESIGNATION

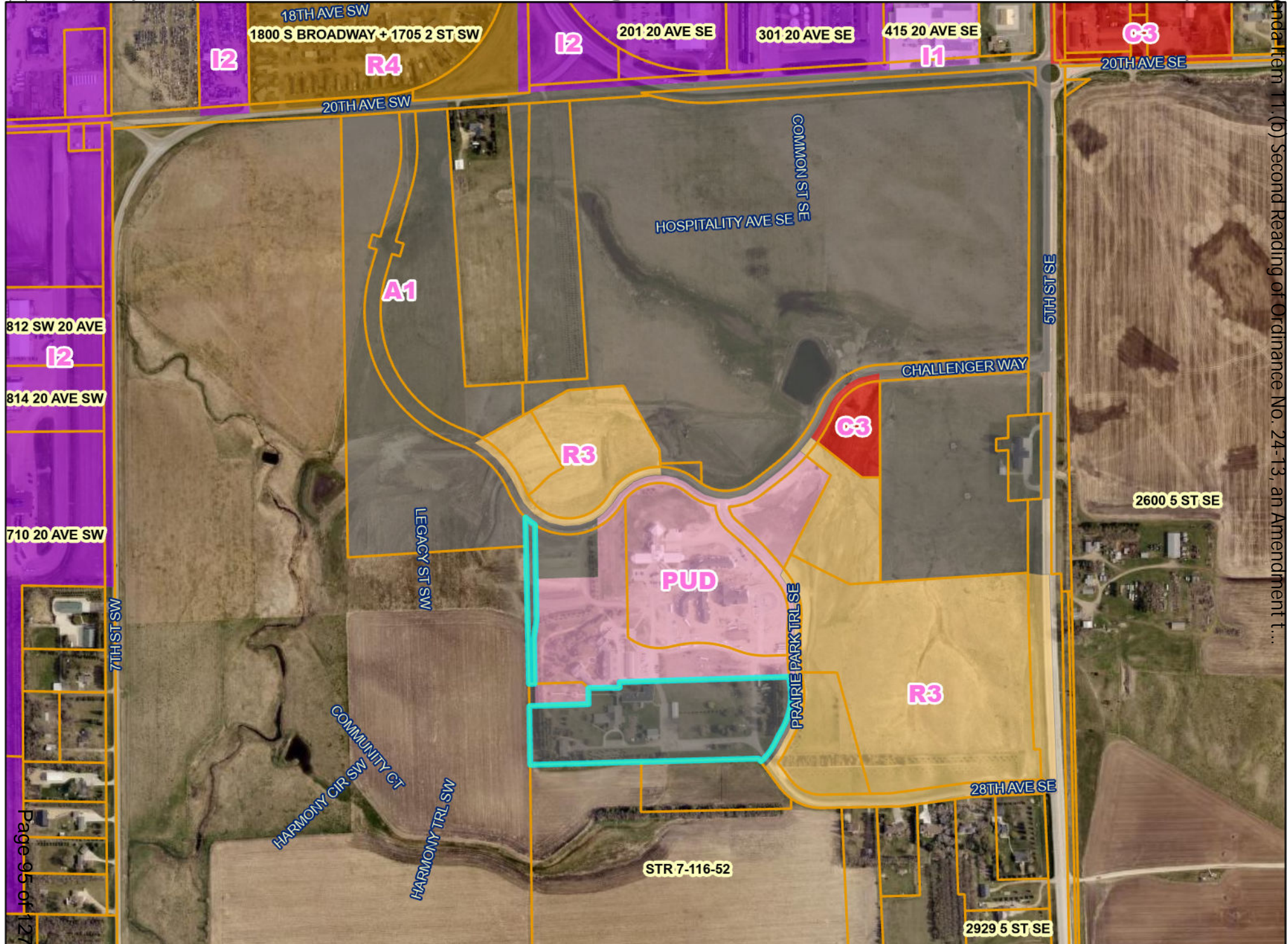


Prepared By
AASON ENGINEERING COMPANY, INC.

1022 SIXTH STREET S.E.
WATERTOWN, SD
Telephone 605-882-2371



Vicinity Map- Areas to be rezoned from A-1 Agricultural District to PUD Planned Unit Development



Ag Ordinance Item 1.1.(b) Second Reading of Ordinance No. 24-13, an Amendment to...

HARMONY HILL, WATERTOWN, SD

The Village at Harmony Hill PUD

SUMMARY OF THE PLANNED UNIT DEVELOPMENT OBJECTIVES

Harmony Hill is being developed by the Benedictine Sisters of Watertown (BSOW) as a way of creating a meaningful and long-lasting legacy for the people of Watertown and the surrounding region. The Sisters' 485-acre property is located on the southern side of the City of Watertown and is being shaped into an intergenerational and synergistic campus which will include something for folks of all ages. The Harmony Hill project is staged in four phases. The vision for Phase 1 of the Harmony Hill project contains a Planned Unit Development to be named "The Village at Harmony Hill" as well as several elements aligned with but not connected to the PUD. These elements are the Challenger Learning Center of South Dakota, Challenger Park, streets, utilities, and associated stormwater management.

The primary purpose of Phase 1 of the PUD development, was to create a state of the art, cutting-edge "continuum of elder healthcare services." This village-like, setting will offer living options with the best "post-Covid informed" health services for persons in the sunset years of their lives that promotes the dignity, freedom, and wellness of those who may need rehabilitation, senior independent living, assisted living, memory care and hospice care. This vision was realized in August of 2023 with the Grand Opening to the public.

The primary purpose of Phase 2 of the PUD development is to provide a service to the public for childcare. With Watertown, SD in desperate need of additional childcare the Benedictine Sisters of Watertown wanted to step in to provide a space suitable for approximately 200 children. Plans are underway to renovate the existing St. Ann's Assisted living building and the connected Harmony Hill Hall into the new St. Ann's Daycare Facility. Separate rooms shall be provided for age groups ranging from 0-6 months up to 5 years old. Indoor as well as outdoor play areas are also planned as a part of the renovation.

Phase 3 of the PUD development is to provide a twin home community for seniors who desire independent living with snow removal and lawn care provided by the PUD. Residents will also enjoy the use of the amenities within the Village Commons which include opportunities for exercise, dining, creativity, education, celebration, and entertainment. The community will have large open spaces and walking trails to connect to the other uses within the PUD.

Phase 4 of the PUD development is to construct a new independent living facility as an addition to the existing Village Commons. The new facility shall take the place of the existing Benet Place located on the west side of the Harmony Hill Campus.

The final Phase 5 will be the creation of a Veteran's Village within the campus. The idea is to renovate the existing Benet Place building into individual apartments for Veterans. The vision is to provide guidance, stability, timely medical and psychological support to those who need it. It will be an independent living model that not only provides a safe place to live but also a community for fellow veterans.

Below is a summary of the proposed setbacks, parking and landscaping requirements and restrictive covenants for the Harmony Hill Planned Unit Development:

- SETBACKS AND PERMITTED USES
 - Setback distances shall match the requirements set forth in the City of Watertown, SD ordinances for R3, Multi-family Residential District over 12 dwelling units.
 - The intended uses with the PUD are as follows:
 - Apartments for independent living for seniors.
 - Apartments for independent living for veterans.
 - Apartments for seniors in need of assisted living or memory care.
 - Twin Home community for independent living for seniors.
 - Child-care facilities for the Watertown Community.

- PROPOSED PARKING AREA AND UTILITIES
 - The existing buildings are already served with private sanitary sewer and water mains installed within the PUD.
 - Parking areas shall match the requirements set forth in the City of Watertown, SD ordinances.
 - Apartments = 1 space per bedroom
 - Twin Homes = 2 spaces per unit
 - Day Care = 1 space per employee and 1 space per 10 children
 - Assisted Living = 0.25 space per bed and 1 space per employee on maximum shift.
 - Easements shall be provided upon platting for any shared access and utilities.

- RESTRICTIVE COVENANTS
 - All trash cans or dumpsters serving the premises shall be in a screened enclosure as required by the City of Watertown, SD ordinances. Existing refuse areas may be utilized.

- The owner of the parcels within each phase of the PUD shall be responsible for snow removal, lawn care and maintenance of all parking and green space areas.
- TYPE AND CHARACTER OF BUILDINGS / LOTS
 - The exterior facade of the buildings shall have a uniform appearance within the development either through new construction or renovation of existing structures.
 - Trees and native plant landscaping shall be planted within and around the proposed improvements and meet the requirements of Chapter 21.73 of the Watertown, SD City Ordinances.

PUD PLANS FOR
THE VILLAGE AT HARMONY HILL
PUD PHASE 2
WATERTOWN, CODINGTON COUNTY, SOUTH DAKOTA



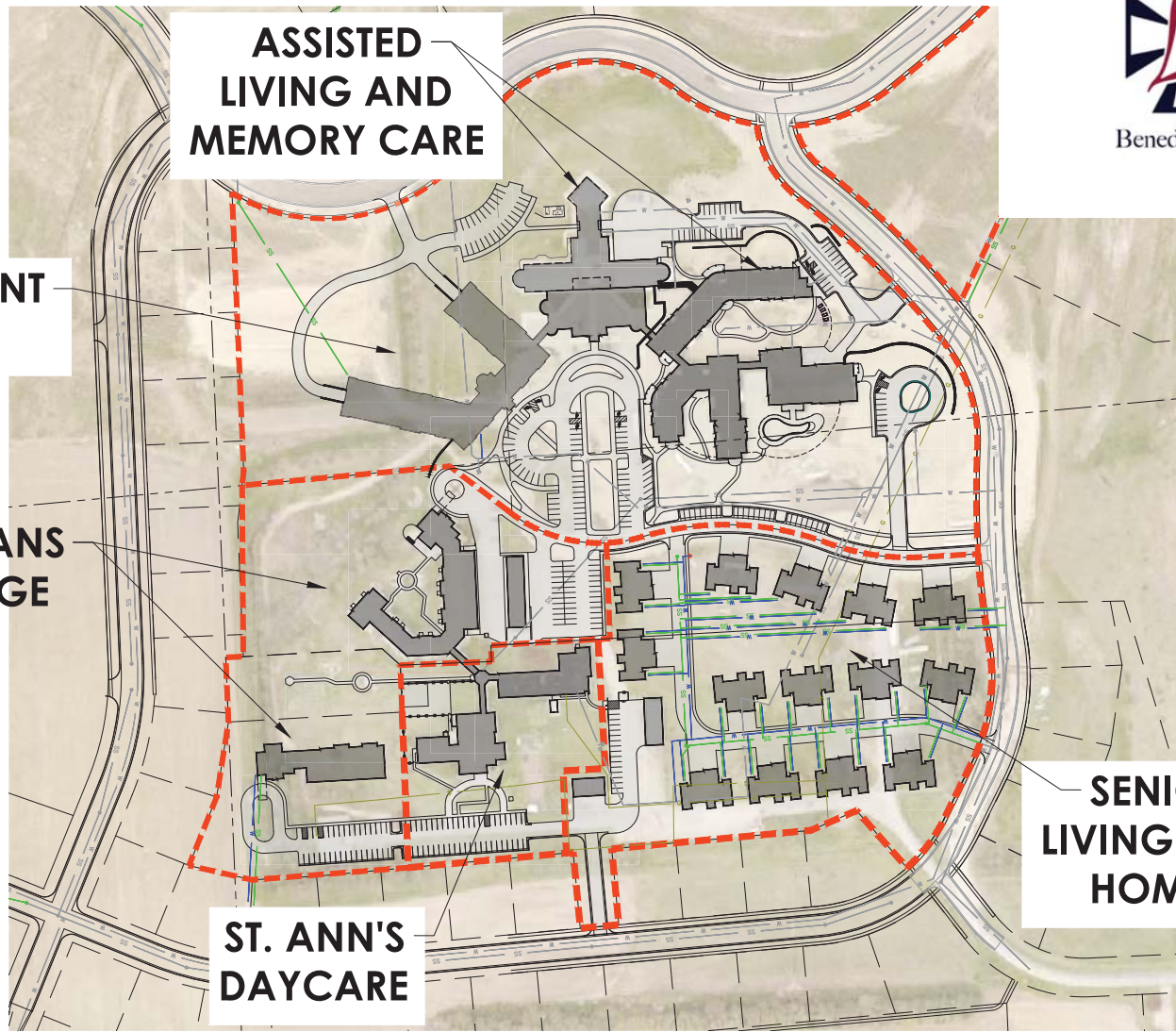
Benedictine Sisters of Watertown

OWNER:
BENEDICTINE SISTERS OF WATERTOWN /
MOTHER OF GOD MONASTERY
110 28TH STREET SE #306
WATERTOWN, SD 57201
CONTACT: BARBARA YOUNGER, OSB
PHONE: (605)882-6646
EMAIL: B.YOUNGER77@GMAIL.COM

CIVIL ENGINEER / SURVEYOR:
AASON ENGINEERING COMPANY, INC.
1022 6TH STREET SE
WATERTOWN, SD 57201
CONTACT: COLIN DEJONG, LS
PHONE: (605)882-2371
EMAIL: COLINDEJONG@IW.NET

- SHEET INDEX**
- 1 TITLE SHEET / VICINITY MAP
 - 2 EXISTING CONDITIONS
 - 3-4 PROPOSED LAND USE AND STANDARD NOTES

LEGAL DESCRIPTION
ALL OF CEMETERY LOT 7, LOT 1A, LOT 1B,
OUTLOT "X" AND OUTLOT "Y" BLOCK 9 OF
THE PLAT ENTITLED, "HARMONY HILL SECOND
ADDITION TO THE MUNICIPALITY OF
WATERTOWN, IN THE COUNTY OF CODINGTON,
SOUTH DAKOTA."



**ASSISTED
LIVING AND
MEMORY CARE**

**INDEPENDENT
LIVING**

**VETERANS
VILLAGE**

**ST. ANN'S
DAYCARE**

**SENIOR
LIVING TWIN
HOMES**

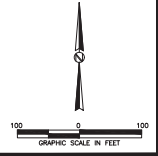
REVISIONS:
DATE:
BY:

This Work Controlled By:
AASON ENGINEERING COMPANY
1022 6TH STREET SE
WATERTOWN, SD 57201
PHONE: (605) 882-2371
EMAIL: COLINDEJONG@IW.NET



TITLE SHEET / VICINITY MAP
HARMONY HILL SECOND ADDITION
WATERTOWN, SD

DATE: FEBRUARY 9, 2024
SCALE:
DRAWN BY: CBD
JOB NO.: 2024-013
SHEET 1 OF 4



REVISIONS:
DATE:
BY:

This Work Commissioned By:

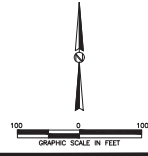
 HARMONY HILL THIRD ADDITION
 WATERTOWN, SD

EXISTING CONDITIONS
 HARMONY HILL SECOND ADDITION
 WATERTOWN, SD

DATE: FEBRUARY 9, 2024
 SCALE:
 DRAWN BY: CBD
 JOB NO.: 2024-013
 SHEET 2 OF 4

EXISTING CONDITIONS THE VILLAGE AT HARMONY HILL PUD PHASE 2 WATERTOWN, CODINGTON COUNTY, SOUTH DAKOTA

- EXISTING CONDITIONS
1. THERE ARE NO SIGNIFICANT NATURAL FEATURES LOCATED WITHIN THE PROPOSED DEVELOPMENT AREA.
 2. THERE ARE NO SIGNIFICANT BODIES OF WATER LOCATED WITHIN THE PROPOSED DEVELOPMENT AREA.
 3. THE EXISTING SOILS CONSIST OF 12"-24" OF TOPSOIL OVER CLAY, SANDY CLAY SUB-BASE. ACCORDING TO SOIL BORINGS RECENTLY PERFORMED ON THE SITE.
 4. THE EXISTING GROUND COVER CONSISTS OF WELL MAINTAINED GRASSES WITHIN THE CURRENT DEVELOPED AREA OF THE PROPOSED PUD, ROW CROPS TO THE WEST AND SOUTH AND NATURAL PRAIRIE TO THE NORTH AND EAST.





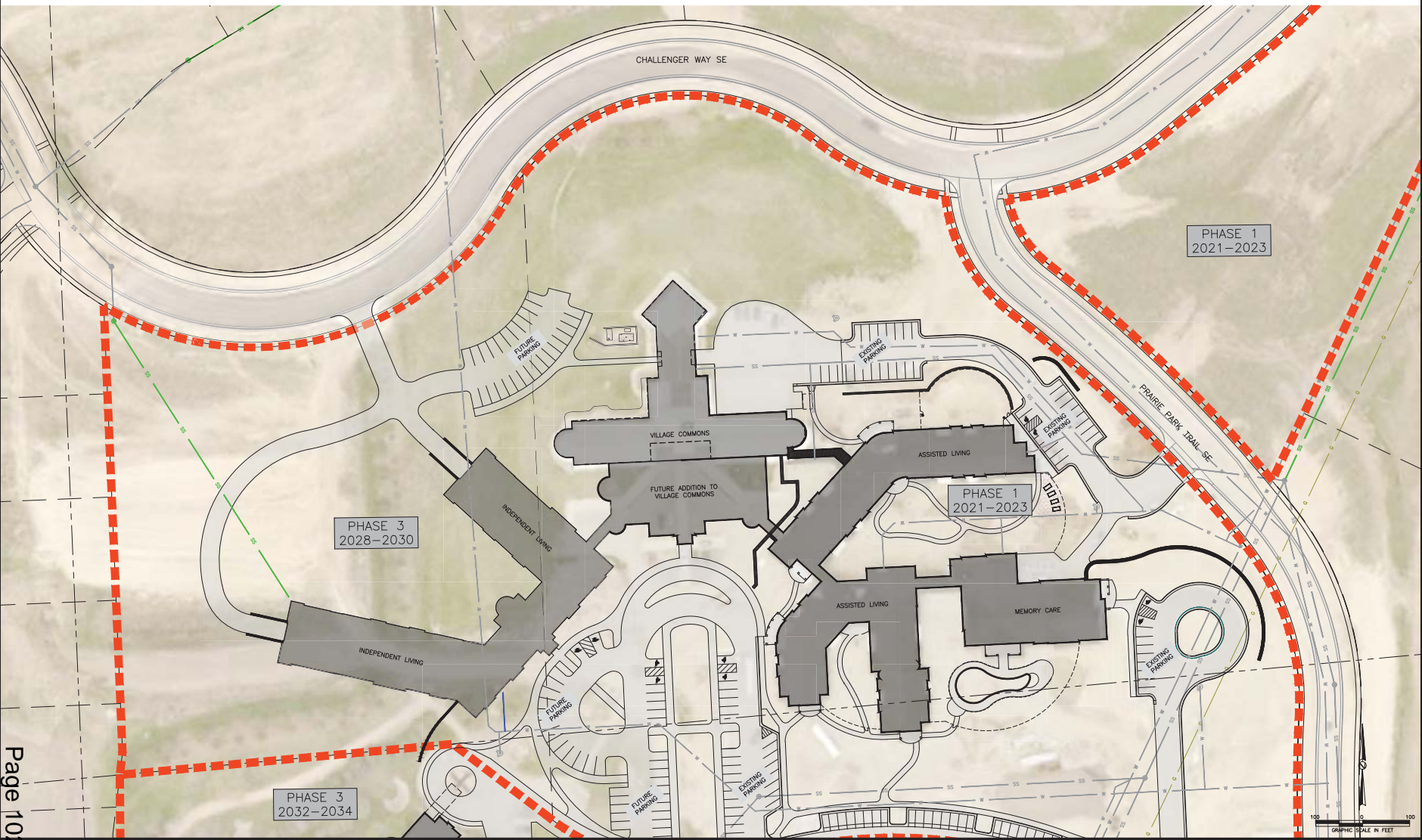
PROPOSED LAND USE PLAN
 HARMONY HILL PHASE ADDITION
 WATERTOWN, SD

DATE: FEBRUARY 9, 2024
 SCALE:
 DRAWN BY: CBD
 JOB NO.: 2024-013
 SHEET 4 OF 4

PROPOSED LAND USE
THE VILLAGE AT HARMONY HILL
PUD PHASE 2
 WATERTOWN, CODINGTON COUNTY, SOUTH DAKOTA

PROPOSED UTILITY NOTES:
 SANITARY SEWER MAINS SHALL BE INSTALLED IN ACCORDANCE TO THE SPECIFICATIONS OF THE CITY OF WATERTOWN, SD. EACH STRUCTURE SHALL BE PROVIDED A SERVICE LINE TO THE MAIN.
 WATER MAINS SHALL BE INSTALLED IN ACCORDANCE TO THE SPECIFICATIONS OF THE WATERTOWN MUNICIPAL UTILITIES DEPARTMENT.
 MAIN LINES AND SERVICES WITHIN THIS PHASE OF THE PUD SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE PARCEL OWNER.

PROPOSED SETBACKS
 SETBACKS SHALL BE GOVERNED BY THE R3 ZONING DISTRICT REGULATIONS FOR THE CITY OF WATERTOWN, SD:
 FRONT YARD: 30 FEET
 SIDE YARD: *10 FEET
 REAR YARD: 25 FEET
 ZONING AUTHORITY: CITY OF WATERTOWN, SD
 PHONE NUMBER: (605) 882-6202 EXT. 3528 CONTACT PERSON: BRANDI HANTEN
 *INCREASES TO 15' AT 9 UNITS AND ABOVE.



HARMONY HILL WATERTOWN

The Village at Harmony Hill PUD Phase 1 – City Submittal

May 11, 2021

Project Summary

Harmony Hill is being developed by the Benedictine Sisters of Watertown (BSOW) as a way of creating a meaningful and long-lasting legacy for the people of Watertown and the surrounding region. The Sisters' 485-acre property is located on the southern side of the City of Watertown and is being shaped into an intergenerational and synergistic campus which will include something for folks of all ages. The Harmony Hill project is staged in four phases. The vision for Phase 1 of the Harmony Hill project contains a Planned Unit Development to be named "The Village at Harmony Hill" as well as several elements aligned with but not connected to the PUD. These elements are the Challenger Learning Center of South Dakota, Challenger Park, streets, utilities, and associated stormwater management.

The primary purpose of Phase 1 of the PUD development, is to create a state of the art, cutting-edge "continuum of elder healthcare services." This village-like, setting will offer living options with the best "post-Covid informed" health services for persons in the sunset years of their lives that promotes the dignity, freedom, and wellness of those who may need rehabilitation, senior independent living, assisted living, memory care and hospice care.

Existing buildings, spaces, and features of the campus, consist of the monastery building, Benet Place Independent Living Senior Apartments, groomed walking trails, parking, private streets with public access, green space, gardens, and the Sisters' cemetery on the west side of the PUD.

Two components of the intentionally planned campus, one indoors and one outdoors, will allow residents, staff, and visitors to interact regardless of weather conditions. First, an extensive indoor element, a large Village Commons, will be created with renovations and additions to the existing monastery building. The Village Commons will become the locus of community life with an emphasis on the holistic care of the person by providing opportunities for exercise, dining, creativity, education, celebration, and entertainment, as well as space for quiet reflective moments. Secondly, extensive open space, including the village greens, numerous courtyards and other greenspace and landscape areas, will become the locus of outdoor activity and interaction with the natural beauty of the coteau region by preserving vistas, providing groomed walking trails, benches and group seating, extensive sustainable landscaping, memory and healing gardens, raised vegetable and flower gardens, water features and bird habitats.

PUD Submittal Requirements per Chapter 21.3803, Item 2(a)

1) *Property description and acreage, identification of owner and developer*

See attached Plan Sheets 1 - 3

2) *Existing conditions, area relationships, relationship to comprehensive land use plan, existing land use, transportation, zoning, etc.*

See attached Plan Sheets 1 – 3

3) *Natural features, water, topography, soils, vegetation, etc., and their implications, if any, for development*

See attached Plan Sheets 1 - 3

4) *Proposed land use areas, acreages, maximum number of units, maximum building height and densities, building setbacks, circulation, parking, streets, open space, recreational areas, and development staging.*

See attached Plan Sheet 3

Phase 1 of the PUD is comprised of two proposed parcels totaling 26 acres, as shown on the attached PUD plans/exhibits. Automobile access and parking will mainly occur on the outer edges (Northerly and Easterly) of the households and buildings. Construction of the PUD Phase 1 drives, parking, utilities, and stormwater management will begin late summer or early fall, with footings, foundations, and building construction to follow as soon as possible this fall, to allow for substantial completion in 2022.

The public streets (Challenger Way and Prairie Park Street SE) adjacent to the PUD will be designed, submitted, and approved as a separate project.

Construction of these public streets will begin this summer and be completed prior to occupancy of the PUD Phase 1 project.

Primary PUD Phase 1 Program Elements:

a) Housing:

- Independent Living Senior Apartments – 60 units with underground parking – connected to the Village Commons
- Assisted Living, High Acuity Assisted Living and Memory Care Assisted Living – mix of 128 units, or 8 households, each a home for 16 persons.
- Each household will be connected to the Village Commons (and each other) by an enclosed, common spine or walkway

- b) Commons: Renovation and additions to the current monastery building will create a Village Commons of approximately 80,000 square feet and will be comprised of but not limited to:
- Central kitchen, Administrative Offices, Staff Lounge and Services
 - Rehabilitation and Exercise Services, Therapy and Wellness Pool
 - Dining Experiences for Residents, Visitors and Staff
 - Multi-purpose Space for Family Gatherings, Educational and Entertainment Events, Guest Quarters
 - Studios for Creative Arts, Hobbies, and Crafts
 - Ecumenical Chapel, Space for Meditation and Spiritual Wellbeing
- c) Drives and parking to accommodate resident, visitor, staff, and service needs
- d) Exterior pedestrian connectivity including sidewalks, trails, pathways, patios, etc.
- e) Substantial open and green space, including village greens, numerous courtyards, native/sustainable landscaping, gardens, and other outdoor spaces for resident, visitor and staff use and enjoyment.

5) Information, describing proposed land use and land use objectives, the type of character of buildings, methods of providing utilities etc.

Phase 1 of the PUD will encompass the foundational elements of a senior living continuum of healthcare. The households and buildings will create a village like setting through creative use of a variety of finishes, green space with sustainable landscapes and themes. Existing sanitary sewer and water utilities located on the property will provide service to Phase 1 of the PUD. The existing Monastery building is served by a booster pump and any additional booster pumps or other facilities required to provide adequate water service and fire protection will be installed as determined during the building design and approval process. Future phases of development will be accommodated with new utility services installed as part of the new public street construction.

6) Covenants and restrictions, if any, applying to each tract and to open space and including the responsibility for the maintenance and operation of common areas.

- a) The owner of the PUD will be responsible for the operation and maintenance of all green space, private roads, walking trails, landscaping, gardens, and storm water management features.
- b) Each Parcel Owner must comply with applicable City stormwater and drainage retention and maintenance requirements on its respective parcel.
- c) Each parcel will be subject to R3 Over 12 Dwelling Unit front yard (30 feet), side yard (15 feet) and rear yard (25 feet) setbacks.
- d) Each parcel will be subject to R3 Over 12 Dwelling Unit Maximum Overall Height requirement of 55 feet.
- e) The existing cemetery shall remain in place and be maintained by the Parcel Owner of the parcel on which the cemetery is located.
- f) Each parcel will be subject to a 5-foot parking lot setback.
- g) The Benedictine Sisters of Watertown will remain responsible for maintaining their cemetery.



Benedictine Sisters of Watertown

OWNER:

BENEDICTINE SISTERS OF WATERTOWN /
 MOTHER OF GOD MONASTERY
 110 28TH STREET SE #306
 WATERTOWN, SD 57201
 CONTACT: BARBARA YOUNGER, OSB
 PHONE: (605)882-6646
 EMAIL: B.YOUNGER77@GMAIL.COM

LAND PLANNER:

HOFFMAN PLANNING, DESIGN AND
 CONSTRUCTION, INC.
 122 E. COLLEGE STREET SUITE 1G
 APPLETON, WI 54911
 CONTACT: MARK BOEHLKE, ASLA
 PHONE: (920)380-2120
 EMAIL: MBOEHLKE@HOFFMAN.NET

CIVIL ENGINEER / SURVEYOR:

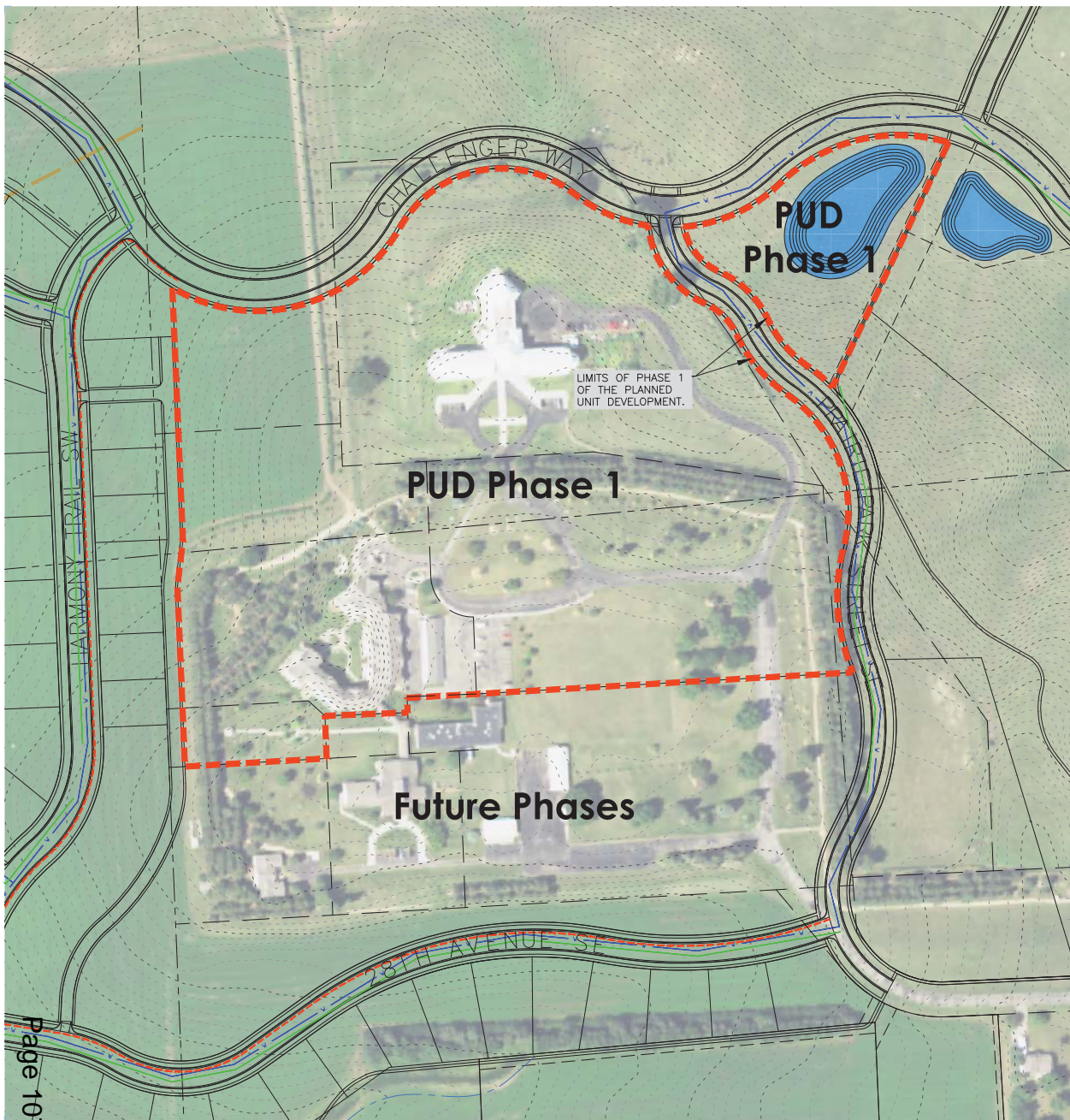
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LEGAL DESCRIPTION

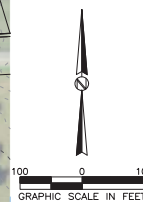
ALL OF CEMETERY LOT 7, LOT 2, LOT 3, AND 28TH AVENUE SOUTH; AND A PORTION OF HARMONY HILL LOT 4, MONASTERY LOT 5, BENET PLACE LOT 6 ALL OF THE PLAT ENTITLED, "BENEDICTINE SISTERS SUBDIVISION THE MUNICIPALITY OF WATERTOWN, IN SECTION 7, T116N, R52 W OF THE 5TH P.M., CODINGTON COUNTY, SOUTH DAKOTA; AND A PORTION OF THE NE1/4 OF THE SE1/4 OF SECTION 7, TOWNSHIP 116 NORTH, RANGE 5 WEST OF THE 5TH P.M., CODINGTON COUNTY, SOUTH DAKOTA. TRACT CONTAINS 26.0+/- ACRES.



Title Sheet / Vicinity Map
The Village at Harmony Hill
PUD Phase 1

5/11/21

SHEET 1



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 800.236.2370 | hoffman.net



Benedictine Sisters of Watertown

SHEET INDEX

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EXISTING CONDITIONS

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Existing Conditions

The Village at Harmony Hill

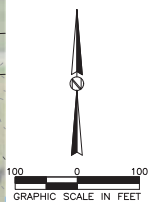
PUD Phase 1

5/11/21

SHEET 2



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Benedictine Sisters of Watertown

SHEET INDEX

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WATER MAINS SHALL BE INSTALLED IN ACCORDANCE TO THE SPECIFICATIONS OF THE WATERTOWN MUNICIPAL UTILITIES DEPARTMENT.

MAIN LINES AND SERVICES WITHIN THIS PHASE OF THE PUD SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE PARCEL OWNER.

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 SIDE YARD: *10 FEET
 REAR YARD: 25 FEET
 ZONING AUTHORITY: CITY OF WATERTOWN, SD
 PHONE NUMBER: (605) 882-6202 EXT. 3528 CONTACT PERSON: BRANDI HANTEN
 *INCREASES TO 15' AT 9 UNITS AND ABOVE.

Proposed Land Use The Village at Harmony Hill PUD Phase 1

5/11/21

SHEET 3



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 800.236.2370 | hoffman.net



ORDINANCE NO. 24-13

**Petition to Amend Zoning District Boundaries by Rezoning a Portion of Harmony Hill
Second Addition from A-1 Agricultural District to PUD Planned Unit Development**

BE IT ORDAINED by the City of Watertown, upon examination of the *Petition to Change Zoning* by Barbara Younger, acting agent for the Benedictine Sisters of Watertown, the owner of real property described as:

A portion of Outlot "Y" Block 9 and all that portion of Outlot "X" lying south of the Right of Way of Challenger Way all of the plat entitled, "Harmony Hill Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota".

and based on the report and recommendation of the City Plan Commission in its Resolution No. 24-13, that the property be, and is hereby, rezoned from the existing designation of *A-1 Agricultural District*, pursuant to Watertown Revised Ordinance §21.12 to *PUD Planned Unit Development District*, pursuant to Watertown Revised Ordinance §21.38.

BE IT FURTHER ORDAINED that the new zoning designation referenced above be extended and applied to the centerline of the adjacent public right-of-ways.

BE IT FURTHER ORDAINED that the zoning map of the City of Watertown be so amended.

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

I certify that Ordinance No. 24-13 was published in the Watertown Public Opinion, the official newspaper of said City, on this ____ day of _____, 2024.

Kristen Bobzien, Chief Financial Officer

First Reading: Monday, August 5, 2024
Second Reading: Monday, August 19, 2024
Published: Saturday, August 24, 2024
Effective: Saturday, September 14, 2024

City of Watertown

Attest:

Kristen Bobzien
Chief Financial Officer

Ried Holien
Mayor



City Council

Agenda Item

Subject: Approval of Resolution No. 24-17, Resolution Establishing a Public Infrastructure cost recovery for street, sanitary sewer, and sidewalk installations for the 2023 10th Avenue NW Street Extension Project, Project No. 2122.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

This resolution is to establish a Public Infrastructure cost recovery for street, sanitary sewer, and sidewalk installations related to the extension of 10th Avenue NW. This extension will provide access to the new Street Facility location (Lot 1), City-owned property for future development (Lot 2), and Dollar General (Lot 3). The cost recovery will be charged on a pro-rata basis for each improvement as the land to the North of 10th Avenue NW is sold or developed. The Dollar General property has been accounted for in their Development Agreement.

FINANCIAL CONSIDERATIONS:

The funding for this project has been budgeted in the Capital Improvement Fund, Account 212-43180-43700 for the 10th Avenue NW project. The completed project price is \$544,718.11 with the City recovering \$173,350.95 when Lot 2 is sold.

The street and sidewalk cost recovery is a per lineal foot cost allocation and shall be equal to the actual project cost. The street and sidewalk project cost is \$216.40 per lineal foot multiplied by a time value factor for properties abutting 10th Avenue NW, West of HWY 20 in the Lot 2 West Watertown Facilities 1st Addition, Watertown, South Dakota (Exhibit A). The City will recover \$115,774.00 when Lot 2 is sold.

The sanitary sewer cost recovery is a per acre cost allocation and shall be equal to the actual project cost for sanitary sewer is \$6,469.32 per acre multiplied by a time value factor for properties abutting 10th Avenue NW, West of HWY 20 in the Lot 2 West Watertown Facilities 1st Addition, Watertown, South Dakota (Exhibit A). The City will recover \$57,576.95 when Lot 2 is sold.

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director

Justin Petersen, City Engineer

Kraig Engen, Engineer Technician/Project Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:

Agenda Item 12.(a) Approval of Resolution No. 24-17, Resolution Establishing...
Staff recommends approval of the resolution with the following motion:

I move to approve Resolution No. 24-17, Resolution Establishing a Public Infrastructure cost recovery for street, sanitary sewer, and sidewalk installations for the 2023 10th Avenue NW Street Extension Project, Project No. 2122.

ATTACHMENT(S):

[Exhibit A](#)

[West Watertown Facilities First Addition Plat](#)

[Resolution No. 24-17](#)

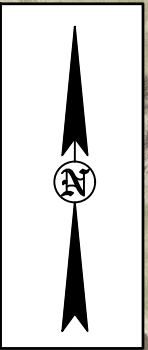


EXHIBIT A



PLAT OF



WEST WATERTOWN FACILITIES FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

PROPRIETOR'S CERTIFICATE

The City of Watertown, SD, a Municipal Corporation, the owner of the following described property: "Lots 1 and 2 of the plat entitled, "The South Dakota Livestock Sales Company Lots in Section 25, Township 117 North, Range 53 West of the Fifth Principal Meridian," Codington County, South Dakota, LESS the following: Lot 1 of the plat entitled, "D. and J. Addition to the City of Watertown, South Dakota; "D. and J. Second Addition in the Municipality of Watertown;" "Lots 'A' and 'B' a Subdivision of South Dakota Livestock Sales Company Lot 2 in the City of Watertown, South Dakota;" "Lot 'C' a Subdivision of South Dakota Livestock Sales Company Lot 2 in the City of Watertown, South Dakota;" and the South 35' of the East 557.4' of Lot 2 of the plat entitled, "The South Dakota Livestock Sales Company Lots in Section 25, Township 117 North, Range 53 West of the Fifth Principal Meridian," Codington County, South Dakota; AND all of Lot 1 of the plat entitled, "D. and J. Addition to the City of Watertown;" AND "D. and J. Second Addition in the Municipality of Watertown;" hereby certify that we have caused all of the foregoing described property to be surveyed and re-platted into a parcel of land hereafter to be known as:

"West Watertown Facilities First Addition to the Municipality of Watertown, in the County of Codington, South Dakota."

And have caused the same to be platted by Colin B. DeJong, a Registered Land Surveyor in the State of South Dakota, and that said plat was made at our request and under our direction and for the purpose indicated thereon and herein. We further certify that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations.

And further hereby dedicate and grant to the public for public use all rights of ways and all easements as shown on the accompanying plat, if any, for the purposes thereon and herein specified.

In witness whereof I have caused these presents to be executed this 29th day of June, 2023

[Handwritten signature of Amanda Mack]

Amanda Mack
City Manager
City of Watertown, SD

INSTRUMENT NO. 202302457 Pages: 6
BOOK: OP PLAT
PAGE: 1002

7/31/2023 11:23:00 AM

[Handwritten signature of Ann Rasmussen]

ANN RASMUSSEN, REGISTER OF DEEDS
CODINGTON COUNTY, SOUTH DAKOTA
Recording Fee: 60.00
Return To: REGISTER OF DEEDS

Attest:

[Handwritten signature of Kristen Bobzien]

Kristen Bobzien
Finance Officer
City of Watertown, SD



Prepared By:
Aason Engineering Company Inc.
1022 6th Street S.E.
Watertown, SD 57201
Office #: (605) 882-2371



PLAT OF

WEST WATERTOWN FACILITIES FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

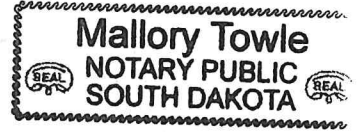
State of South Dakota

) ss

County of Codington

On this the 29th day of June, 2013 before me, personally appeared **Amanda Mack and Kristen Bobzien** known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Mallory Towle
Notary Public

My Commission Expires: 02.14.29



Prepared By:
Aason Engineering Company Inc.
1022 6th Street S.E.
Watertown, SD 57201
Office #: (605) 882-2371

PLAT OF

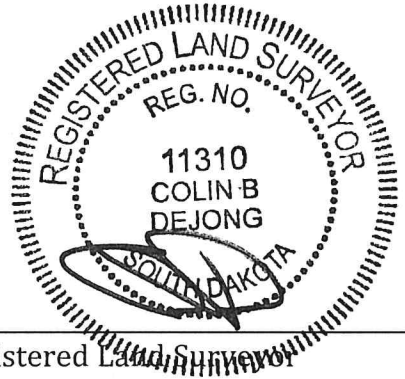
WEST WATERTOWN FACILITIES FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

SURVEYOR'S CERTIFICATE

I, **Colin B. DeJong**, a Registered Land Surveyor in the State of South Dakota, do hereby certify that at the instance and request of the owner(s) of the aforementioned property, did on or before the date listed below, survey the parcel of land as shown on the accompanying plat.

I further certify that the said plat is a true and correct representation of the said parcel as surveyed and platted by me.

I hereby set my hand and seal this 28th day of JUNE 2023.



Registered Land Surveyor

CITY STREET AUTHORITY'S CERTIFICATE

Having the authority to do so; I hereby approve access for the lot included in this plat onto the adjoining public road right of way. All access locations to be determined at building permit issuance.

Dated this 6th day of July, 2023

Heath VonEye, P.E.
City Engineer, Watertown, SD

HIGHWAY AUTHORITY'S CERTIFICATE

No Access to SD Highway No. 20 is approved. This does not replace the need for any permits required by law to establish the precise access location, including permit requirements set forth in Administrative Rule of South Dakota 70:09:01:02.

Dated this 28th day of June, 2023

Matt Brey, Watertown Area Engineer
South Dakota Dept. of Transportation



Prepared By:
Aason Engineering Company Inc.
1022 6th Street S.E.
Watertown, SD 57201
Office #: (605) 882-2371

PLAT OF

WEST WATERTOWN FACILITIES FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

CITY PLAN COMMISSION RECOMMENDATION

Resolution No. 2023-16

This plat has been duly examined and it appears that said plat is in all respects lawful and proper and entitled to approval. It is hereby recommended for approval by the Watertown City Plan Commission on this 6th day of July, 2023.



Chairman
Watertown City Plan Commission


RESOLUTION OF WATERTOWN CITY COUNCIL

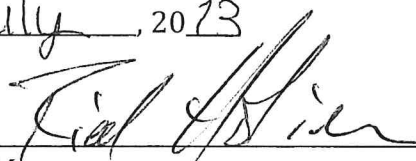
Resolution No. 23-22

Be it resolved by the City Council of Watertown, South Dakota, having viewed this plat and having received a recommendation from the Watertown City Plan Commission, does hereby approve this plat of **“West Watertown Facilities First Addition to the Municipality of Watertown, in the County of Codington, South Dakota,”** and the City Finance Officer is hereby directed to endorse on such plat a copy of this resolution and certify the same thereon.

The above and foregoing resolution was duly passed and adopted.


Dated at Watertown, South Dakota, this 6th day of July, 2023

Attest:

Finance Officer
City of Watertown, SD


Mayor
City of Watertown, SD

CITY FINANCE OFFICER'S CERTIFICATE

I, the duly appointed, qualified and acting Finance Officer of the City of Watertown, South Dakota, hereby certify that all special assessments, which are liens upon any of the land depicted and described in this plat, as shown by the records in my office on this 6th day of July, 2023 have been paid in full.


Finance Officer
City of Watertown, SD



**PLAT OF
WEST WATERTOWN FACILITIES FIRST ADDITION TO THE MUNICIPALITY
OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.**

TREASURER'S CERTIFICATE

I hereby certify that I am the duly elected, qualified, and acting Treasurer of Codington County, South Dakota, and I hereby certify that all taxes which would, if not paid, be liens upon any of the land depicted and described in this plat, as shown by the records in my office on this 13TH day of July, 2023 have been paid in full.

Carol Malin
Treasurer
Codington County, SD



DIRECTOR OF EQUALIZATION CERTIFICATE

I, the Director of Equalization of Codington County, South Dakota, do hereby certify that a copy of this plat has been filed in my office on this 13 day of July, 2023

Sarah Trach
Director of Equalization
Codington County, SD

REGISTER OF DEEDS CERTIFICATE

I hereby certify that I have received and filed for record this 31st day of July, 2023 at 11:23 o'clock A.M. and duly recorded in Book OP of Plats on Page 1002.

Anu Rasmussen
Register of Deeds,
Codington County, SD



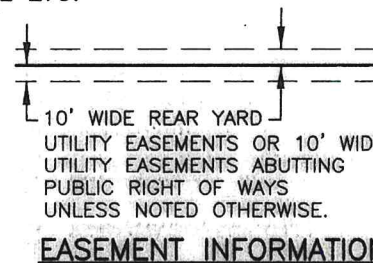
PLAT OF WEST WATERTOWN FACILITIES FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

THIS PLAT IS A REPLAT OF AND SHALL VACATE ALL OF LOT 1 AND A PORTION OF LOT 2 OF THE PLAT ENTITLED, "THE SOUTH DAKOTA LIVESTOCK SALES COMPANY LOTS IN SECTION 25, TOWNSHIP 117 NORTH, RANGE 53 WEST OF THE FIFTH PRINCIPAL MERIDIAN," CODINGTON COUNTY, SOUTH DAKOTA. RECORDED IN BOOK "E" OF PLATS ON PAGE 351; AND A REPLAT OF AND SHALL VACATE ALL OF LOT 1 OF THE PLAT ENTITLED, "D. AND J. ADDITION TO THE CITY OF WATERTOWN, SOUTH DAKOTA." RECORDED IN BOOK "I" OF PLATS ON PAGE 495; AND ALL OF THE PLAT ENTITLED, "D. AND J. SECOND ADDITION IN THE MUNICIPALITY OF WATERTOWN," RECORDED IN BOOK "N" OF PLATS ON PAGE 279.

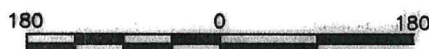


Prepared By
AASON ENGINEERING COMPANY, INC.

1022 SIXTH STREET S.E.
WATERTOWN, SD
57171
Phone 605-888-7271



EASEMENT INFORMATION

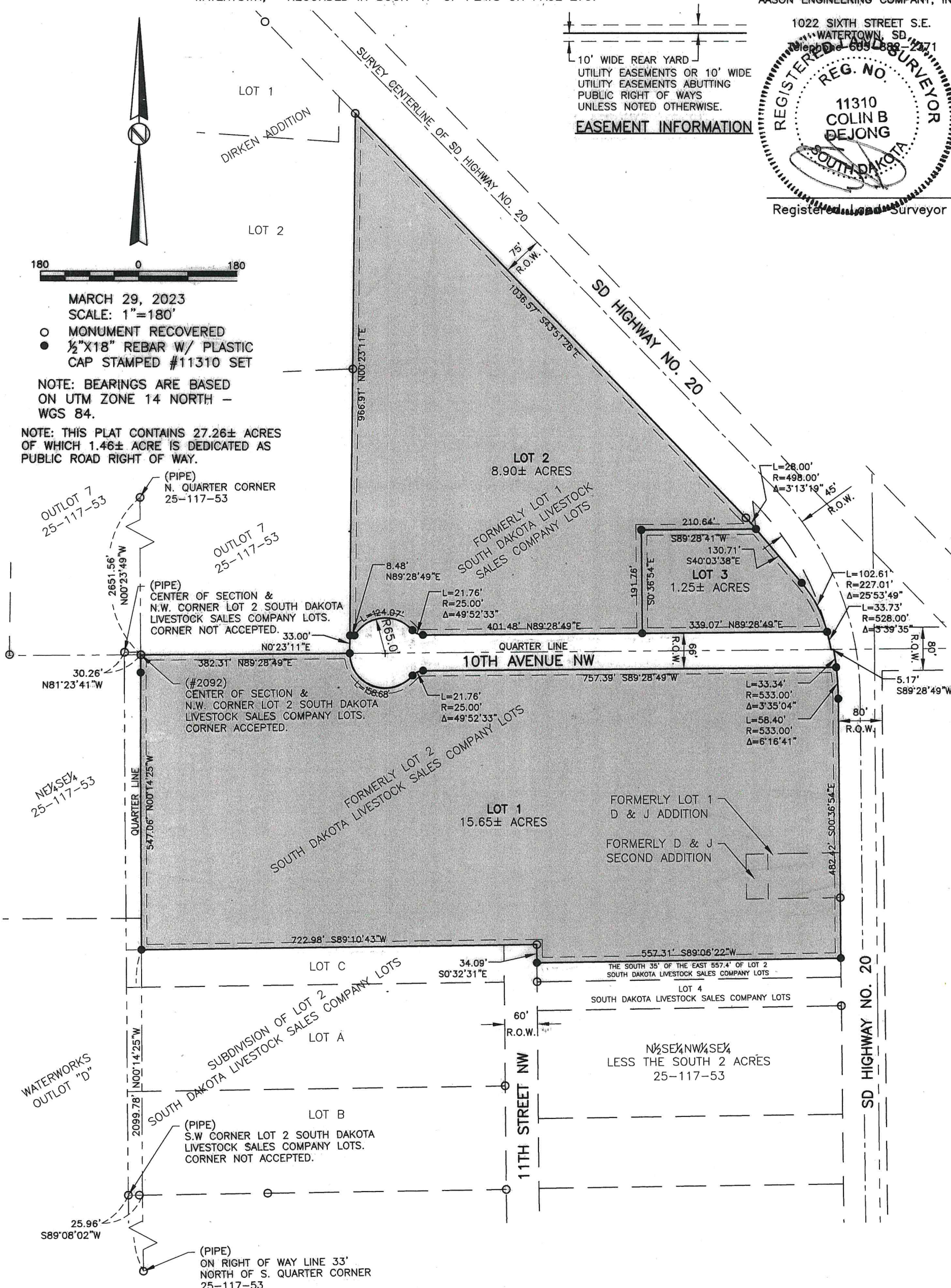


MARCH 29, 2023
SCALE: 1"=180'

- MONUMENT RECOVERED
- 1/2"X18" REBAR W/ PLASTIC CAP STAMPED #11310 SET

NOTE: BEARINGS ARE BASED ON UTM ZONE 14 NORTH - WGS 84.

NOTE: THIS PLAT CONTAINS 27.26± ACRES OF WHICH 1.46± ACRE IS DEDICATED AS PUBLIC ROAD RIGHT OF WAY.



RESOLUTION NO.: 24-17

RESOLUTION ESTABLISHING A STREET, SANITARY, AND SIDEWALK COST RECOVERY TO BE LEVIED UPON CERTAIN PROPERTY WITHIN THE CITY OF WATERTOWN SPECIFICALLY BENEFITTED BY A STREET PROJECT INCLUDING UTILITIES

WHEREAS the City of Watertown, through its Public Works Engineering Department, has authorized the construction of a street improvement project, 10th Avenue NW, Project Number 2122; and

WHEREAS the costs of constructing the street, sidewalk, and curb and gutter shall be per lineal foot; the cost of constructing sanitary sewer and appurtenances shall be per acre; and engineering and design fees were borne by the City of Watertown; and

WHEREAS this project is a public improvement, which will directly benefit the property adjacent to which the improvements are constructed; and

WHEREAS the construction of this public improvement will not result in any direct benefit inuring to the City; and

WHEREAS the public necessity and convenience of the City requires the costs of this public improvement be repaid by the benefited property owner(s)

NOW, THEREFORE, BE IT RESOLVED by the City of Watertown, that a portion of the total cost of the street project described herein be determined at the time said project is approved by the City, and that a portion of the total cost shall be recouped by the City, including the time value of the City's investments in the following manner:

1. Each property which is adjacent to City owned property upon which this improvement is constructed and is subject to plat approval from the City of Watertown shall be allocated its pro rata share of the project cost according to the lineal feet of property abutting the improvement; and,
2. The per lineal foot cost allocation shall be equal to the actual project cost for street and sidewalk construction project per lineal foot of \$222.80 multiplied by a time value factor for properties abutting 10th Avenue NW, West of HWY 20 in the Lot 2 West Watertown Facilities 1st Addition, Watertown, South Dakota (Exhibit A).
3. The per acre cost allocation shall be equal to the actual project cost for sanitary sewer per acre of \$5,903.16 multiplied by a time value factor for properties abutting 10th Avenue NW, West of HWY 20 in the Lot 2 West Watertown Facilities 1st Addition, Watertown, South Dakota (Exhibit A).
4. The time value factor shall be calculated at the time of plat approval, and shall be equal to the current U.S Bureau of Labor Statistics reported Consumer Price Index for All Urban Consumers (CPI-U) divided by the February 2023 CPI-U of 300.840; and,

5. Payment shall be collected prior to approval of any building permit or recording of any plat on any part of Lot 2 West Watertown Facilities 1st Addition, Watertown, South Dakota.

Dated this ____ day of August, 2025.

ATTEST:

CITY OF WATERTOWN:

Kristen Bobzien
Finance Officer

Ried Holien
Mayor

(SEAL)



City Council

Agenda Item

Subject: Approval of Resolution No. 24-20, Proposed Resolution of support South Dakota Public Assurance Alliance (SDPAA) Board Member: Adam Karst

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

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

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve Resolution No. 24-20, a proposed resolution of support for South Dakota Public Assurance Alliance (SDPAA) Board Member: Adam Karst.

ATTACHMENT(S):

[SDPAA Board Resolution \(1\)](#)

RESOLUTION NO. 24-20

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Watertown South Dakota hereby support Adam
Karst to serve on the South Dakota Public Assurance Alliance Board of Directors.

Dated at Watertown, South Dakota, this ____ day of ____, 2024.

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 24-20 was published in the Watertown Public Opinion, the official newspaper of
said City, on the ____ day of ____, 2024.

ATTEST:

CITY OF WATERTOWN

Kristen Bobzien
Chief Financial Officer

Ried Holien
Mayor



City Council

Agenda Item

Subject: Approval of a Resolution of Intent, Resolution No. 24-22, to enter into a Ground Lease Agreement for Private Hangar Space with Blacklist, LLC.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The City of Watertown is required to publish notice of, and provide for, a Public Hearing on adoption of the resolution to lease municipally owned property to any private person for a term exceeding One Hundred Twenty (120) days and for an amount exceeding \$500.00.

This resolution of intent establishes September 3rd at 5:30 PM as the public hearing date and time, to be located at City Hall.

The City of Watertown intends to enter into a twenty-five (25) year lease, renewable for one (1) additional (10) year term, with Blacklist LLC. on the following described 5,625 square feet of City property, located at the Watertown Regional Airport, in the County of Codington, State of South Dakota, and on which Lessee's privately owned 75' x 75' hangar is situated and located at that area identified on Exhibit A as "Block PB Lot B/D".

FINANCIAL CONSIDERATIONS:

The ground lease is for a total of 5,625 square feet at \$0.20 cents a square foot. The total annual payment will be \$1,125.00 with a 2% annual increase.

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of this Resolution of Intent through the following motion:

I move to approve a Resolution of Intent, Resolution No. 24-22, to enter into a Ground Lease Agreement for Private Hangar Space with Blacklist, LLC.

ATTACHMENT(S):

[Resolution of Intent Blacklist Airport Lease](#)

RESOLUTION NO. 24-22

RESOLUTION OF INTENT TO ENTER INTO A LEASE AGREEMENT WITH BLACKLIST LLC, FOR CITY-OWNED REAL PROPERTY LOCATED AT THE WATERTOWN REGIONAL AIRPORT

WHEREAS, the City of Watertown is authorized, pursuant to *S D.C L. § 9-12-5.1* and *SD.CL. § 9-12-5.2* to lease municipally-owned property to a private person; and

WHEREAS, the City of Watertown is required to publish notice of, and provide for, a Public Hearing on adoption of the resolution to lease municipally owned property to any private person for a term exceeding One Hundred Twenty (120) days and for an amount exceeding Five Hundred Dollars (\$500.00); and

WHEREAS, the City of Watertown intends to enter into a twenty-five (25) year lease, renewable for one (1) additional (10) year term, with Blacklist LLC on the following described 5625 square feet of city-owned real property, located at the Watertown Regional Airport, in the County of Codington, State of South Dakota, and on which Lessee's privately owned 75' x 75' hangar will be situated:

PRIVATE HANGAR SPACE, AS SPECIFICALLY DETERMINED AT THE TIME OF LEASE AGREEMENT, GENERALLY CONSISTING OF APPROXIMATELY 5625 SQUARE FEET

NOW, THEREFORE, BE IT RESOLVED by the City of Watertown that the City Council expresses its intention by this Resolution to enter into said lease and shall publish a Notice of Public Hearing and hold a Public Hearing on September 3rd, 2024, at or sometime thereafter the start of the regular City Council meeting at 5:30 p.m., located in the City Council Chambers within City Hall in the City of Watertown regarding a lease with the aforementioned party pursuant to the terms and conditions authorized by the City Council.

Dated at Watertown, South Dakota, this 19th day of August, 2024.

The above and foregoing Resolution No. 24-22 was moved for adoption by Alderperson XXXXX, seconded by Alderperson XXXXX, and upon vote motion carried, whereupon the Mayor declared the Resolution to be duly passed and adopted.

Kristen Bobzien

CITY OF WATERTOWN

ATTEST:

Kristen Bobzien
Finance Officer

Ried Holien
Mayor



City Council

Agenda Item

Subject: Approval of Resolution No. 24-23 intent to enter into a lease agreement with MADJIK LLC for City-owned Real Estate Property.

Meeting: City Council - Aug 19 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The City of Watertown intends to enter into a fifteen (15) year lease, renewable for one (1) additional (15) year term, with MADJIK LLC on a portion of the following described city-owned real property, currently leased and operated as Thunder Road, in the County of Codington, State of South Dakota:
Lots 1-7 Block 93 of 5th Railway Addition to the City of Watertown; and Lots 1-8, Block 94 of 5th Railway Addition to the City of Watertown.

OVERSIGHT / PROJECT RESPONSIBILITY:

Lisa Carrico, City Attorney
Dusty Rodiek, Park and Recreation Director

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve Resolution No. 24-23, intent to enter into a lease agreement with MADJIK LLC for City-owned Real Estate Property.

ATTACHMENT(S):

[Res. 24- Resolution of Intent to Lease - MADJIK LLC](#)

RESOLUTION NO. 24-23

**RESOLUTION OF INTENT TO ENTER INTO A LEASE AGREEMENT WITH
MADJIK LLC FOR CITY-OWNED REAL PROPERTY**

WHEREAS the City of Watertown is authorized, pursuant to *S.D.C.L. § 9-12-5.1* and *S.D.C.L. § 9-12-5.2* to lease municipally owned property to a private person; and

WHEREAS the City of Watertown is required to publish notice of, and provide for, a Public Hearing on adoption of the resolution to lease municipally owned property to any private person for a term exceeding One Hundred Twenty (120) days and for an amount exceeding Five Hundred Dollars (\$500.00); and

WHEREAS the City of Watertown intends to enter into a fifteen (15) year lease, renewable for one (1) additional (15) year term, with MADJIK LLC on a portion of the following described city-owned real property, currently leased and operated as Thunder Road, in the County of Codington, State of South Dakota:

Lots 1-7 Block 93 of 5th Railway Addition to the City of Watertown; and

Lots 1-8, Block 94 of 5th Railway Addition to the City of Watertown;

NOW, THEREFORE, BE IT RESOLVED by the City of Watertown that the City Council expresses its intention by this Resolution to enter into said lease and shall publish a Notice of Public Hearing and hold a Public Hearing on September 3, 2024 at 5:30 p.m. in the Council Chambers within City Hall in the City of Watertown regarding a lease with the aforementioned parties pursuant to the terms and conditions authorized by the City Council.

Dated at Watertown, South Dakota, this 19th day of August, 2024.

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

I hereby certify that Resolution No. 24-__ was published in the Watertown Public Opinion, the official newspaper of said City, on the ____ day of August, 2024.

Kristen Bobzien

ATTEST:

CITY OF WATERTOWN

Kristen Bobzien
Finance Officer

Ried Holien
Mayor