

# City of Watertown

Proposed City Council Agenda

City Hall, 23 2ND ST NE

Watertown, South Dakota

March 4, 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 February 20, 2024<br><a href="#">City Council - Feb 20 2024 - Minutes</a>   | 5 - 7   |
| (b) | Application for a Special Event Retail On-Sale License to The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for Winterfest 2024 at the Watertown Area Community Foundation Downtown Plaza, 225 E Kemp, Downtown Plaza and that portion of Kemp Ave adjacent to Downtown Plaza on Saturday, March 16th, 2024 from 11:00 AM to 6:00 PM.<br><a href="#">Winterfest 2024</a> | 8 - 13  |
| (c) | Approval of declaration of surplus property and authorization to dispose as junk.<br><a href="#">Surplus Property</a>  | 14      |
| (d) | Approval of Application for Abatement/Refund of Property Taxes for record# 15643 in the amount of \$1,241.76.<br><a href="#">Abatement</a>   | 15 - 17 |
| (e) | Approval of a Pyrotechnics or Open Flame Permit Application for Fireworks to be legally discharged at the Anza Soccer Complex by Lew's Fireworks on May 4th 2024.<br><a href="#">Fireworks Permit</a>  | 18 - 19 |
| (f) | Approval of a Pyrotechnics or Open Flame Permit Application for Fireworks to be legally discharged east of Lew's Fireworks for training on April 6th 2024.<br><a href="#">Fireworks Permit</a>   | 20 - 21 |
| (g) | Authorization for the City Manager to sign contracts for server access for \$500/year with: Codington County States Attorney, Deuel County Sheriff, and the Webster Police Department.   | 22 - 40 |

[Contracts for Server Access](#)

- (h) Authorization for the City Manager to sign the 2023 Annual Municipal Separate Storm Sewer Systems (MS4) Report for submittal to the Department of Agriculture and Natural Resources (DANR) 41 - 77  
[MS4 Report](#)
- (i) Authorize the City Manager to apply and accept a 2024 grant through the Land and Water Conservation Fund (LWCF) MATCH grant program in the amount of \$250,000.00 for the McKinley Inclusive Playground Project. 78 - 79  
[Playground Grant](#)
- (j) Authorize the City Manager to apply and accept a 2024 grant through the State of South Dakota, Department of Game, Fish and Parks MATCH grant program in the amount of \$250,000.00 to aid in financing recreational trail system repairs for the City of Watertown, SD and its Environs. 80 - 81  
[Trail System Repairs Grant](#)
- (k) Authorization for the City Manager to execute a Prairie Lakes Ice Arena Sponsorship Agreement with Duininck Inc. 82 - 89  
[Sponsorship Agreement with Duininck Inc.](#)
- (l) Approval of Bid Award for 95-gallon solid waste containers, via H-GAC contract RC01-21 to Otto Environmental Systems, NA, Inc., in the Amount of \$73,413.27. 90 - 94  
[Bid Award for 95-gallon Solid Waste Containers](#)
- (m) Approval of Bid Award for two (2) 2024 Battle Motors automated waste collection trucks, via Sourcewell contract to McNeilus Truck & Manufacturing, in the Amount of \$794,510.00, and declaration of surplus of unit P162 2017 Peterbilt refuse truck to dispose as trade-in unit valued at \$70,000. 95 - 106  
[Bid Award for two 2024 Battle Motors Automated Waste Collection Trucks](#)
- (n) Approval of bills and payroll and authorization to pay

**8. PRESENTATIONS & REPORTS**

**9. CONTRACTS & CHANGE ORDERS**

- (a) Approval of a Bid Award for the 2024 PMP A - Asphalt Mill and Overlay and Large Patches, Project No. 2402 to Duininck, Inc., in the amount of \$2,572,271.50 107 - 110  
[Bid Award for 2024 PMP A - Asphalt Paving, Project No. 2402](#)
- (b) Approval of a Bid Award for the 2024 Crack Sealing and Seal Coating, Project No. 2406 to Asphalt Preservation Company, Inc., in the amount of \$515,729.40. 111 - 114  
[Bid Award for 2024 Crack Sealing and Seal Coating, Project No. 2406](#)

**10. ORDINANCE FIRST READINGS**

**11. PUBLIC HEARINGS & SECOND READINGS**



- (a) Second Reading of Ordinance No. 24-01, Amending the Zoning Map of the City of Watertown, SD, for a Portion of Outlot 'X' Block 8 of Valley View Fourth Addition, from R-1 Single Family Residential District to R-2 Single Family Attached Residential District 115 - 122
1. Public Hearing
  2. Council Action
- [Ordinance No. 24-01](#)
- (b) Prairie Haven Annexation First Addition Annexation and Zoning: 123 - 132
1. Approval of Resolution No. 24-05, Initiating Annexation of a Tract of Land Contiguous to the City of Watertown, South Dakota, known as Prairie Haven Annexation First Addition
  2. Second Reading of Ordinance No. 24-02, Establishing the Zoning Designation of R-1C Compact Single Family Residential District for the property to be known as Prairie Haven Annexation First Addition
1. Public Hearing
  2. Council Action
- [Resolution No. 24-05 \(Annexation\) and Ordinance No. 24-02 \(Zoning\)](#)
- (c) Second Reading of Ordinance No. 24-03, Amending the Zoning Map of the City of Watertown, SD, for Lots 15-18 Block 7 of Davlin's Addition, from I-1 Light Industrial District to C-3 Highway Commercial District 133 - 142
1. Public Hearing
  2. Council Action
- [Ordinance No. 24-03](#)

## 12. OTHER BUSINESS

- (a) Approval of Resolution No. 24-04, the Plat of Valley View Fifth Addition to the Municipality of Watertown, in the County of Codington, South Dakota and Authorize the City Manager to enter into a Development Agreement 143 - 160
- [Resolution No. 24-04](#)
- (b) Approval of Resolution No. 24-06 requesting the SD DOT hire Civil Design Inc. to perform the 2024 Bridge Inspection Services for the City of Watertown. 161 - 164
- [Resolution No 24-06](#)

## 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  
Finance Officer

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

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

**Watertown**  
**City Council Meeting Minutes**  
**February 20, 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 Jurrens, Peters, Schutte, Tupper, Buhler, Danforth and Mayor Holien.

Mayor Holien added a presentation from Kelly Rumpza/Human Service Agency to Presentations & Reports. Mayor Holien moved Item 11(A): Approval of Resolution No. 24-03, Necessity for Sidewalk Improvements along 12<sup>th</sup> Avenue NW (6<sup>th</sup> Street NW to 1<sup>st</sup> Street NW) with the 2024 Neighborhood Street Reconstruction Project, Project No. 2403 to immediately follow Contracts & Change Orders.

Motion by Peters, seconded by Schutte to approve the agenda as amended. Items approved as part of the consent agenda: minutes of the Council meeting held on February 5th, 2024; approval of Brittney Graham as a Watertown Regional Library Volunteer; Abatement/Refund of Property Taxes for record# 18324 in the amount of \$7,095.12; a Special Event Retail On-Sale License to The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for the Boys & Girls Club Camel Races at the Codington County Extension Complex, 1910 West 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 to 11:59 PM on Friday, April 26th, 2024; authorization for the Police Department to apply and accept a Homeland Security Grant in the amount of \$100,000 to be used towards purchasing the Lenco BearCat (No City Match); a Bid Award for the purchase of a 2024 Kubota Tractor to Eastside Equipment, via Sourcewell Bid, in the amount of \$63,612.00, and declare a 2009 New Holland T5050 tractor as surplus for a trade-in value of \$9,500.00; a Professional Services Agreement for the survey and design of the 5th Avenue North Reconstruction Project, with Civil Design, Inc., in the amount of \$139,920.00. Motion Carried.

Kelly Rumpza, a certified Prevention Specialist from the Human Service Agency, provided a presentation on the results of a recent Pride Survey taken by Watertown youth. No action taken.

Mayor Holien called for Open Forum. No comments.

Motion by Peters, seconded by Buhler, to approve the addendum to the Banking Services Agreement with Reliabank. Motion Carried.

Motion by Buhler, seconded by Schutte, to approve and authorize the City Manager to execute an agreement between the City of Watertown and First Premier Bank/ First Premier Bankcard pending review under the Naming Rights Agreement between the City of Watertown and Prairie Lakes Health System. Motion Carried.

Motion by Peters, seconded by Buhler, to approve and authorize the City Manager to execute an agreement between the City of Watertown and Watertown Ford Chrysler pending review under the Naming Rights Agreement between the City of Watertown and Prairie Lakes Health System. Motion Carried.

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

Motion by Tupper, seconded by Danforth to approve Amendment No. 4 of a Professional Services Agreement for redesign, bidding, and construction services associated with the City Hall Renovation project, Project No. 2035, with TSP, Inc, in the amount of \$89,300.00, for a total contract of \$387,712.00. Motion Carried.

Motion by Schutte, seconded by Buhler to reject the sole Bid for the Prairie Lakes Wellness Center Rooftop Units Replacement, Project No. 2418, from Johnson Controls, in the Amount of \$1,592,700.00. Motion Carried.

Motion by Tupper, seconded by Schutte, to approve the Professional Services Agreement for the Prairie Lakes Wellness Center Rooftop Units Replacement, Project No. 2418, to Johnson Controls in the Amount of \$25,000.00. Motion Carried.

This being the time and place for a public hearing on Resolution No. 24-03; a Resolution of Necessity for Sidewalk Improvements along 12<sup>th</sup> Avenue NW (6<sup>th</sup> Street NW to 1<sup>st</sup> Street NW) with the 2024 Neighborhood Street Reconstruction Project, Project No. 2403, the Mayor called for public comment. Michael Mullin, Chris Marotz, Jim Mischke, Jill Fox, Leroy Bullis, Janice Mullin, Kara Herr and Laurie Keszler spoke against the Resolution. Motion by Tupper, seconded by Schutte, to approve Resolution No. 24-03 as presented. Motion by Jurrens, seconded by Peters, to call to question to close debate on Resolution No. 24-03. Upon Roll Call Vote: voting in favor of the call to question: Holien, Jurrens, Peters, Schutte and Buhler. Voting against the call to question: Tupper and Danforth. Voting in favor of Resolution No. 24-03: Tupper; Voting against Resolution No. 24-03: Holien, Jurrens, Peters, Schutte, Buhler and Danforth. Motion failed.

Ordinance No. 24-01, Amending the Zoning Map of the City of Watertown, SD, for a Portion of Outlot 'X' Block 8 of Valley View Fourth Addition, from R-1 Single Family Residential District to R-2 Single Family Attached Residential District was placed on its first reading and the title was read. No action taken.

Ordinance No. 24-02, Establishing the Zoning Designation of R-1C Compact Single Family Residential District for the property to be known as Prairie Haven Annexation First Addition was placed on its first reading and the title was read. No action taken.

Ordinance No. 24-03, Amending the Zoning Map of the City of Watertown, SD, for Lots 15-18 Block 7 of Davlin's Addition, from I-1 Light Industrial District to C-3 Highway Commercial District was placed on its first reading and the title was read. No action taken.

Mayor Holien moved item 12(b): Council approval of a lease agreement associated with a junior league hockey teams' use of the Prairie Lakes Ice Arena to the next item on the agenda.

Councilman Danforth voiced concern in regards to the junior league hockey team's lease agreement not being public record at the time of City Council approval. Motion by Tupper, seconded by Buhler, to approve the lease agreement associated with a junior league hockey teams' use of the Prairie Lakes Ice Arena. Motion Carried.

Motion by Peters, seconded by Tupper, to approve Resolution No. 24-07 establishing the licensing fees for medical marijuana manufacturing, cultivation and testing. Motion by Buhler, seconded by Jurrens, to amend the motion by lowering the licensing fees for medical cannabis manufacturing, cultivation and testing to an

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

initial license fee of \$2,500 and a renewal fee of \$1,000. Motion by Tupper, seconded by Holien, to substitute the motion to establish the licensing fees for medical cannabis manufacturing, cultivation and testing to an initial license fee of \$2,500 and a renewal fee of \$2,500. Upon Roll Call Vote: voting in favor of the substitute motion: Holien, Schutte and Tupper; Voting against the substitute motion: Jurrens, Peters, Buhler and Danforth. Motion failed. Upon Roll Call Vote: voting in favor of the amended motion: Holien, Jurrens, Peters, Tupper, Buhler and Danforth; Voting against the amended motion: Schutte. Motion Carried.

Motion by Tupper, seconded by Jurrens, to approve and acknowledge the donors who contributed to the construction of the Prairie Lakes Ice Arena. Motion Carried.

Mayor Holien invited Todd Randall, President of the Watertown Hockey Association, to make an announcement. Todd Randall announced that there will be free admission to this weekend's Laker hockey games at the Prairie Lakes Ice Arena.

Councilman Tupper mentioned that the rules and regulations for park dedication land and dollars in lieu should be addressed. City Manager Mack mentioned that this was part of the recent amendments to the Park and Rec Board Ordinance.

City Manager Mack announced Kelly Fritz has been hired as the new Public Information Officer.

City Manager Mack stated House Bill 1092 was defeated on the South Dakota Senate Floor. It will be reheard on Monday, February 26<sup>th</sup>.

Motion by Tupper, seconded by Buhler to adjourn until 5:30 PM on Monday, March 4<sup>th</sup>, 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, February 20<sup>th</sup>, 2024.

ATTEST:

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Kristen Bobzien, Finance Officer

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Ried Holien, Mayor



# City Council

## Agenda Item

**Subject:** Application for a Special Event Retail On-Sale License to The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for Winterfest 2024 at the Watertown Area Community Foundation Downtown Plaza, 225 E Kemp, Downtown Plaza and that portion of Kemp Ave adjacent to Downtown Plaza on Saturday, March 16th, 2024 from 11:00 AM to 6:00 PM.

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

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### BACKGROUND INFORMATION:

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

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### SUGGESTED MOTION:

I move to approve the application for a Special Event Retail On-Sale License to The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for Winterfest 2024 at the Watertown Area Community Foundation Downtown Plaza, 225 E Kemp, Downtown Plaza and that portion of Kemp Ave adjacent to Downtown Plaza on Saturday, March 16th, 2024 from 11:00 AM to 6:00 PM.

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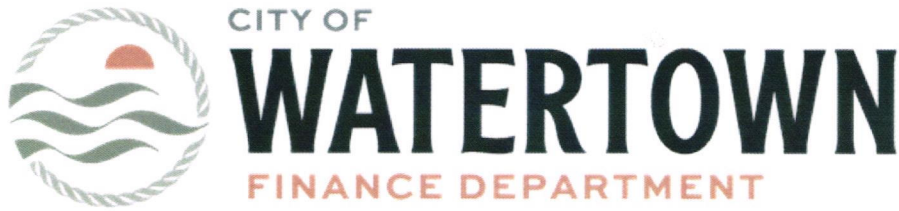
### STAFF REFERENCE(S):

Jennifer Collins

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### ATTACHMENT(S):

[Winterfest 2024](#)



## 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 Winterfest 2024 An outdoor winter festival in downtown.

3. Event Date(s) and times: March 16, 2024 11:00am - 6pm

(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: Foundation Plaza - Kemp Ave  
Event Address: \_\_\_\_\_

5. Event Applicant and Applicant Address: Dempsey's Brewery, Pub, + Restaurant  
127 N. Broadway, Watertown, NY 51201

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 Elicia Holien  
Email: eliciaholien@gmail.com  
Business Ph# \_\_\_\_\_



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

7. Name of Entity Serving Alcohol (if not applicant): Dempsey's Brewery, Pub, & Restaurant

8. Method of alcohol consumption:

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

9. Estimated number of Participants 500  
Estimated number of Minors 200

Method in which applicants plan to prevent underage consumption: ID everyone who looks under 40

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

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

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

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

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

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



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

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

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

16. Miscellaneous Information for City Council Review:


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

  
Signature

2/23/24  
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:**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2023

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

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

<b>PRODUCER</b> <b>American Trust Insurance, LLC</b> <b>825 S Maple</b> <b>PO Box 1657</b> <b>Watertown, SD 57201</b>	<b>CONTACT NAME:</b> Pamela Carpenter <b>PHONE (A/C, No, Ext):</b> (605) 886-9719 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> pcarpenter@atiinsure.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>Dempseys Brewery, Pub &amp; Restaurant</b> <b>127 North Broadway</b> <b>Watertown, SD 57201</b>	<b>INSURER A:</b> United Fire & Casualty	<b>NAIC #</b> 13021
	<b>INSURER B:</b> United Financial Casualty Co.	<b>11770</b>
	<b>INSURER C:</b> Dakota Truck Underwriters	<b>34924</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		60480577	8/19/2023	8/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			03616816-2	5/3/2023	5/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			60480577	8/19/2023	8/19/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC010-0058345-2023A	8/19/2023	8/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liability			60480577	8/19/2023	8/19/2024	Liquor Liability 1,000,000
A	Equipment Floater			60480577	8/19/2023	8/19/2024	Transporation Cov 30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Work Comp Excluded Officers Bill, Sean, Lyne Dempsey & Jayme Erickson

See Attached Forms and Endorsements regarding Additional Insured (CG7086)  
 Various Events 2023

## CERTIFICATE HOLDER

## CANCELLATION

<b>City Of Watertown</b> <b>PO Box 910</b> <b>Watertown, SD 57201</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**POLICY NUMBER:** 60480577

**COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS - ADDITIONAL INSUREDS**

Schedule of Additional Insureds	Premium
<p>DESIGNATED PERSON OR ORGANIZATION</p> <p>CG7086 -SOUTH DAKOTA</p> <p>BOYS &amp; GIRLS CLUB OF THE SIOUX EMPIRE</p> <p>RE: CRAFTED - LAKE REGION GOLF COURSE</p> <p>100 S SPRING AVE STE 280</p> <p>SIOUX FALLS, SD 57104</p> <p>AMAZON LOGISTICS INC</p> <p>C/O REGISTRY MONITORING INSURANCE SERVICES INC</p> <p>5388 STERLING CENTER DRIVE</p> <p>WESTLAKE VILLAGE CA 91361</p> <p>CITY OF WATERTOWN</p> <p>PO BOX 910</p> <p>WATERTOWN SD 57201</p>	150



# City Council

## Agenda Item

**Subject:** Approval of declaration of surplus property and authorization to dispose as junk.  
**Meeting:** City Council - Mar 04 2024  
**From:** Amanda Mack, City Manager

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### **BACKGROUND INFORMATION:**

The Solid Waste Division has accumulated 919 refuse containers that are no longer usable due to being broken or otherwise worn out beyond repair. These containers cannot be placed back into service with the community and need to be disposed of properly.

It is the Solid Waste Division's intention to arrange for the proper disposal via a recycler to ensure environmental responsibility and to clear the accumulated surplus (junk) from the Landfill facility. By taking this step, the Division can ensure the proper disposal of the surplus refuse containers while upholding environmental responsibility and regulatory compliance.

Container breakdown is as follows -

Solid Waste 95-gallon refuse containers (broken) 905  
Solid Waste 200-gallon refuse dumpsters (broken) 4  
Solid Waste 300-gallon refuse dumpsters (broken) 2  
Solid Waste 450-gallon refuse dumpsters (broken) 8

---

### **SUGGESTED MOTION:**

Staff recommends the approval of surplus through the following motion:

I move to approve declaration of surplus property and authorization to dispose of junk.

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### **STAFF REFERENCE(S):**

Heath VonEye, Scott Davis

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# City Council

## Agenda Item

**Subject:** Approval of Application for Abatement/Refund of Property Taxes for record# 15643 in the amount of \$1,241.76.

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

---

**SUGGESTED MOTION:**

I move to approve the Application for Abatement/Refund of Property Taxes for record# 15643 in the amount of \$1,241.76.

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**STAFF REFERENCE(S):**

Jennifer Collins

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**ATTACHMENT(S):**

[Abatement](#)



FILED

FEB 26 2024

APPLICATION FOR ABATEMENT OR REFUND OF TAXES  
under the provisions of SDCL 10-18-1  
TO THE BOARD OF COUNTY COMMISSIONERS OF CODINGTON COUNTY, SOUTH DAKOTA

CODINGTON COUNTY AUDITOR

NAME [REDACTED]

MAILING ADDRESS [REDACTED]

CITY Watertown STATE SD ZIP CODE 57201

Record # 15643 Legal Description of Property Lot 3 Blk 1 Arendsee Add

City of Watertown

Application for an abatement / refund of taxes if being presented due to the following reason (check applicable provision).

- ☐ An error has been made in any identifying entry of description of the real property; in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;
- ☐ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;
- ☐ The complainant or the property is exempt from the tax;
- ☐ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessment;
- ☐ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;
- ☐ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.
- ☒ A loss occurred because of flood, fire, storm, or other unavoidable casualty;  
Date of Loss June 15, 2023
- ☐ Structures have been removed after the assessment date (upon verification by the director of equalization),  
Date structures removed \_\_\_\_\_
- ☐ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4.
- ☐ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.
- ☐ Other / Comments \_\_\_\_\_

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

[REDACTED]

Applicant's Signature

Subscribed and sworn to, before me this 22 day of February, 2024

[Signature]  
Notary / Auditor / Deputy Auditor / Director of Equalization

Date received in the County Auditor's Office	<u>2/26/24</u>	Received by	<u>C. Feameyer</u>
Taxes due in	<u>2024</u>	Total Taxable Value	<u>609,366</u>
		Total Taxes Due	<u>8929.04</u>
Tax levy	<u>14.653</u>	Property classification	<u>NA</u>
Taxable Value Abated	<u>84,745</u>	Amount Abated	<u>1241.76</u>
		Amount Refunded	_____



Records have been checked and it was found that this property was was  
damaged by fire on June 15, 2023.

I do do not recommend that this abatement or refund be allowed.

[Signature]  
ASSESSING OFFICER

Approved by authority of Subdivision  
of SDCL-10-18-6.  
City of \_\_\_\_\_  
Dated \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
Mayor.  
Rejected: \_\_\_\_\_  
Reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Dated \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
Mayor.  
Applicant advised of action by notice dated  
\_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
City Auditor.

Approved by authority of Subdivision  
of SDCL-10-18-1.  
Dated \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
Chairman County Board.  
Rejected: \_\_\_\_\_  
Reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Dated \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
Chairman County Board.  
Applicant advised of action by notice dated  
\_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
County Auditor.

No. \_\_\_\_\_  
APPLICATION FOR  
ABATEMENT OR REFUND  
of  
Mr. \_\_\_\_\_  
P.O. \_\_\_\_\_  
\_\_\_\_\_  
OFFICE OF COUNTY AUDITOR  
Codington County  
Received and filed in my office on  
\_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_  
County Auditor.  
By \_\_\_\_\_  
Deputy.  
\_\_\_\_\_





# City Council

## Agenda Item

**Subject:** Approval of a Pyrotechnics or Open Flame Permit Application for Fireworks to be legally discharged at the Anza Soccer Complex by Lew's Fireworks on May 4th 2024.

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

---

### **SUGGESTED MOTION:**

I move to approve a Pyrotechnics or Open Flame Permit Application for Fireworks to be legally discharged at the Anza Soccer Complex by Lew's Fireworks on May 4th 2024.

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### **STAFF REFERENCE(S):**

Don Rowland

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

[2024 Dealer Demo Permit](#)



## FIREWORKS SHOW PERMIT

Name of Applicant: Lewis Fireworks, Inc

Address: 45788 US Hwy 212-Wtn. SD 57201

Phone #: 605-882-1744

Responsible Person / Pyrotechnician Firing the Show:

Name: Derek Miller

Address: 1344 20<sup>th</sup> St NE-Wtn. SD 57201

Phone #: 605-880-6260

Drivers License or Social Security #: 001109326

Fireworks Show Date: May 4<sup>th</sup> 2024 Time: 8:30pm Duration: 45 minutes

Description of Event: Product demonstration for Lewis Customers

Location of Show: ANZA Soccer Complex

(In compliance with NFPA1123, Chapter 5 on Display Site Selection, for all events attach an aerial/satellite map with shown distances required.)

Type of Fireworks: ☒ 1.4G Consumer Fireworks Use/Discharge (Regulated by NFPA1124)

☒ 1.3G Display Fireworks Display (Regulated by NFPA1123)

(If 1.3G Display attach copy of ATF License or ATF Notice of Clearance.)

(For all shows attach list of fireworks that will be used.)

☒ Public Show ☐ Private Show

(If a Public Show attach Insurance Certificate for the Event to this application. Permits shall require applicants to offer proof of a valid liability insurance policy of at least one million dollars (\$1,000,000.00) naming the City of \_\_\_\_\_/or \_\_\_\_\_ County as an additional insured. This policy must be in full force and effect for the entire period of this permit.)

I affirm and warrant that the above information is true and correct and that I am knowledgeable and will comply with the appropriate standards of NFPA1124 or NFPA1123, whichever applies to this event.

Dated this 5<sup>th</sup> day of February, 2024

Lucas T. Nogelmeier  
Applicant Name Printed

Lucas T. Nogelmeier  
Applicant Signature

The above address is within the \_\_\_\_\_ Fire Department's Fire District. The \_\_\_\_\_ Fire Department has reviewed this permit application and hereby recommends it's issuance.

\_\_\_\_\_  
Fire Chief

Pursuant to authorization by the \_\_\_\_\_ County Board of Commissioners, I \_\_\_\_\_, Chairman, hereby authorize and issue this Permit to Use/Discharge - Display fireworks in \_\_\_\_\_ County, by the person or entity named above at the time and manner described herein. Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman - \_\_\_\_\_ County Commissioners

Pursuant to authorization by the \_\_\_\_\_ City Council, I \_\_\_\_\_, Chairman, hereby authorize and issue this Permit to Use/Discharge - Display fireworks inside the \_\_\_\_\_ City Limits, by the person or entity named above at the time and manner described herein. Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman - \_\_\_\_\_ City Council



# City Council

## Agenda Item

**Subject:** Approval of a Pyrotechnics or Open Flame Permit Application for Fireworks to be legally discharged east of Lew's Fireworks for training on April 6th 2024.

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

---

**SUGGESTED MOTION:**

I move to approve a Pyrotechnics or Open Flame Permit Application for Fireworks to be legally discharged east of Lew's Fireworks for training on April 6th 2024.

---

**STAFF REFERENCE(S):**

Don Rowland

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**ATTACHMENT(S):**

[2024 Display Training Permit](#)

## FIREWORKS SHOW PERMIT

Name of Applicant:

Lewis Fireworks, Inc

Address:

45788 US Hwy 212-Wtn. SD 57201

Phone #:

605-882-1744

Responsible Person / Pyrotechnician Firing the Show:

Name:

Derek Miller

Address:

1344 20th St NE-Wtn. SD 57201

Phone #:

605-880-6260

Drivers License or Social Security #:

001109326

Fireworks Show Date:

April 6<sup>th</sup> 2024

Time:

4:30pm

Duration:

30 minutes

Description of Event:

Display Fireworks Training - Live firing portion

Location of Show:

In the field east of Lewis Fireworks Inc Main Office

(In compliance with NFPA1123, Chapter 5 on Display Site Selection, for all events attach an aerial/satellite map with shown distances required.)

Type of Fireworks:

☐ 1.4G Consumer Fireworks Use/Discharge (Regulated by NFPA1124)

☒ 1.3G Display Fireworks Display (Regulated by NFPA1123)

(If 1.3G Display attach copy of ATF License or ATF Notice of Clearance.)

(For all shows attach list of fireworks that will be used.)

☐ Public Show

☒ Private Show

(If a Public Show attach Insurance Certificate for the Event to this application. Permits shall require applicants to offer proof of a valid liability insurance policy of at least one million dollars (\$1,000,000.00) naming the City of \_\_\_\_\_/or \_\_\_\_\_ County as an additional insured. This policy must be in full force and effect for the entire period of this permit.)

I affirm and warrant that the above information is true and correct and that I am knowledgeable and will comply with the appropriate standards of NFPA1124 or NFPA1123, whichever applies to this event.

Dated this 5<sup>th</sup> day of February, 2024

Lucas T. Nogelmeier  
Applicant Name Printed

Lucas A. Nogelmeier  
Applicant Signature

The above address is within the \_\_\_\_\_ Fire Department's Fire District. The \_\_\_\_\_ Fire Department has reviewed this permit application and hereby recommends it's issuance.

\_\_\_\_\_  
Fire Chief

Pursuant to authorization by the \_\_\_\_\_ County Board of Commissioners, I \_\_\_\_\_, Chairman, hereby authorize and issue this Permit to Use/Discharge - Display fireworks in \_\_\_\_\_ County, by the person or entity named above at the time and manner described herein. Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman - \_\_\_\_\_ County Commissioners

Pursuant to authorization by the \_\_\_\_\_ City Council, I \_\_\_\_\_, Chairman, hereby authorize and issue this Permit to Use/Discharge - Display fireworks inside the \_\_\_\_\_ City Limits, by the person or entity named above at the time and manner described herein. Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman - \_\_\_\_\_ City Council



# City Council

## Agenda Item

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

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

---

### **SUGGESTED MOTION:**

I move to approve the authorization for the City Manager to sign contracts for server access for \$500/year with: Codington County States Attorney, Deuel County Sheriff, and the Webster Police Department.

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### **STAFF REFERENCE(S):**

Tim Toomey

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

[2024 RIEM](#)

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

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

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

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

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

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

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

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

1. TERM OF CONTRACT. This contract shall run for a term commencing on January 1, 2024 and ending at midnight on December 31, 2024, provided, however, that the commencement and continuation of service to be provided by CITY during such term shall be in conformance with the hereafter provided terms and provisions.
2. FEE FOR SERVICE. In consideration for the services to be provided by the WPD, State Attorney agrees to pay to the CITY a payment as reflected on Exhibit A which is attached hereto and is incorporated by reference.

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

3. STATE ATTORNEY REPOSIBILITIES. As a condition of CITY providing NESD RIEM service as contemplated by this agreement, State Attorney shall:
  - A. Provide to CITY, a continuously current list of the end users of the NESD RIEM within State Attorney. No notice by State Attorney in respect to the



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

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

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

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

5. GENERAL PROVISIONS.

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

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

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

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

6. OFFICIAL NOTICES.

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

Rebecca Morlock Reeves  
Codington County State's Attorney  
14 1<sup>st</sup> Ave SE Watertown, SD 57201  
TELEPHONE NO. 605-882-6276  
FACSIMILE NO. 605-886-5233

And

Brenda Nanten  
Codington County Auditor  
14 1<sup>st</sup> Avenue SE Watertown SD 57201  
TELEPHONE NO. 605-882-6297  
FACSIMILE NO. \_\_\_\_\_

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

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

AND



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

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



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

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

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



State Attorney: Rebeck

Attest: Brenda Hanten

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

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

Attest: \_\_\_\_\_  
Watertown Finance Officer

Date of Contract Signing

\_\_\_\_\_

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

I \_\_\_\_\_ on behalf of State Attorney, hereby authorize annual payment as follows:

**(Mark with an [X] where appropriate)**

**2024 – Total Due - \$500.00**

☐ February 15, 2024     \$500.00 (annual payment)

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Signed

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

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

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

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

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

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

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

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

1. TERM OF CONTRACT. This contract shall run for a term commencing on January 1, 2024 and ending at midnight on December 31, 2024, provided, however, that the commencement and continuation of service to be provided by CITY during such term shall be in conformance with the hereafter provided terms and provisions.
2. FEE FOR SERVICE. In consideration for the services to be provided by the WPD, Deuel County agrees to pay to the CITY a payment as reflected on Exhibit A which is attached hereto and is incorporated by reference.

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

3. DEUEL COUNTY REPOSIBILITIES. As a condition of CITY providing NESD RIEM service as contemplated by this agreement, Deuel County shall:
  - A. Provide to CITY, a continuously current list of the end users of the NESD RIEM within Deuel County. No notice by Deuel County in respect to the NESD RIEM service list shall be deemed received by CITY until and



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

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

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

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

5. GENERAL PROVISIONS.

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

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

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

6. OFFICIAL NOTICES.

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

Lory Borg  
PO Box 217  
Clear Lake SD 57226  
TELEPHONE NO. 605-874-8212  
FACSIMILE NO. 605-874-2916

And

Mandi Dailey  
PO Box 217  
Clear Lake SD 57226  
TELEPHONE NO. 605-874-8212  
FACSIMILE NO. 605-874-2916

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

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

AND



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

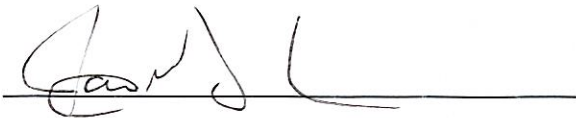
- C. The person and address to which any such notice is required to be given may be changed by either party, by giving written notice to the other party of such change, as provided herein.
7. AMENDMENT TO CONTRACT. This contract may only be amended upon authorization of the respective governing bodies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

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

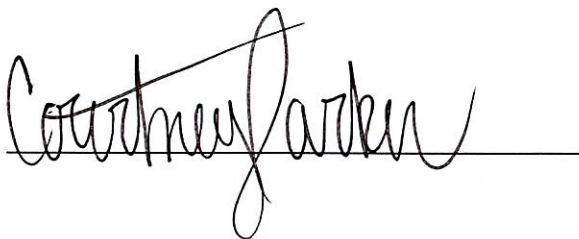
A force majeure shall give rise to a termination of this Contract without any penalty or liability therefore.

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

Deuel County:



Attest:



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

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

Attest:

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

Date of Contract Signing

\_\_\_\_\_

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

I \_\_\_\_\_ on behalf of State Attorney, hereby authorize annual payment as follows:

**(Mark with an [X] where appropriate)**

**2024 – Total Due - \$500.00**

☐ February 15, 2024     \$500.00 (annual payment)

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_

\_\_\_\_\_  
Signed



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

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

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

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

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

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

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

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

1. TERM OF CONTRACT. This contract shall run for a term commencing on January 1, 2024 and ending at midnight on December 31, 2024, provided, however, that the commencement and continuation of service to be provided by CITY during such term shall be in conformance with the hereafter provided terms and provisions.
2. FEE FOR SERVICE. In consideration for the services to be provided by the WPD, Webster agrees to pay to the CITY a payment as reflected on Exhibit A which is attached hereto and is incorporated by reference.

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

3. WEBSTER REPOSIBILITIES. As a condition of CITY providing NESD RIEM service as contemplated by this agreement, Webster shall:
  - A. Provide to CITY, a continuously current list of the end users of the NESD RIEM within Webster Police Department. No notice by Webster in respect to the NESD RIEM service list shall be deemed received by CITY until

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

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

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

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

5. GENERAL PROVISIONS.

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



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

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

6. OFFICIAL NOTICES.

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

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

And

City Finance Officer Nicole Kwasniewski  
800 Main Street  
Webster, SD 57274  
TELEPHONE NO. (605) 345-3241  
FACSIMILE NO. (605) 345-4462

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

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

AND

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

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

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

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

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

Webster: Police Department

Attest: GIB

CITY: Webster

Marek Kuasmeiski  
City Manager

Attest: \_\_\_\_\_  
Watertown Finance Officer

Date of Contract Signing

1/10/2024



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

I Craig Baumgartner on behalf of Webster, hereby authorize annual payment as follows:

(Mark with an [X] where appropriate)

**2024 – Total Due - \$500.00**

☒ February 15, 2024      \$500.00 (annual payment)

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

Dated this 10<sup>th</sup> day of January, 2024

  
Signed





# City Council

## Agenda Item

**Subject:** Authorization for the City Manager to sign the 2023 Annual Municipal Separate Storm Sewer Systems (MS4) Report for submittal to the Department of Agriculture and Natural Resources (DANR)

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

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### BACKGROUND INFORMATION:

As part of the Clean Water Act - Stormwater Rule, Municipalities in South Dakota with population greater than 10,000 must comply with the State's General Permit for Stormwater Discharges from their Municipal Separate Storm Sewer Systems (MS4). Watertown has coverage under the permit and must have a written Stormwater Management Program and submit an annual Report to the South Dakota Department of Agriculture and Natural Resources (DANR) outlining our conformance with the permit requirements.

One of the ongoing elements of our Stormwater Management Program is to provide and review the Report annually at a City Council meeting, outlining the accomplishments and shortfalls of the targeted objectives. The report encompasses six minimum control measures that the City is required to focus on. Those include:

- Public Education and Outreach
- Public Involvement/Participation
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post Construction Stormwater Management
- Pollution Prevention/Good Housekeeping

This report gives a comprehensive overview of how the City has managed each control measure over the past year, and provides for the continuation of goals into the next year, all in the efforts of meeting the requirements of the DANR to retain coverage under the General Permit for Stormwater Discharges.

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### SUGGESTED MOTION:

I move to authorize the City Manager to sign the 2023 Annual Municipal Separate Storm Sewer Systems (MS4) Report for submittal to the Department of Agriculture and Natural Resources (DANR).

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### STAFF REFERENCE(S):

Caitlyn German, Justin Petersen

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Agenda Item 7.(h) Authorization for the City Manager to sign the 2023 An...

**ATTACHMENT(S):**

[2023 MS4 Annual Report City of Watertown](#)

[2023 MS4 Appendix](#)



## 2023 MS4 Annual Report

### SD Department of Environment and Natural Resources

#### General Information

**Name of MS4 Program:** City of Watertown      **Permit No.:** SDR41A010  
**MS4 Coordinator:** Justin Petersen, P.E., PMP, CFM      **Phone Number:** 605-882-6202 x 3523  
**Mailing Address:** PO Box 910  
**Email Address:** jpetersen@watertownsd.us

#### General Questions Regarding Your MS4 Program

Stormwater Management Program (SWMP)		Comments (please use this space to clarify or add to your answer)
Has a compliance schedule been developed for fully implementing the SWMP? (Please explain)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The schedule is organized and broken down into segments according to the six minimum control measures, was implemented over a 5-year period from 2003-2008, and is reviewed annually.
Is the SWMP put together in a written document(s)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Has the SWMP continued to be revised?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The Program has evolved as goals have been met. A formal written revision was adopted in March 2017.
Does the SWMP have internal stake holders? (i.e. other internal departments responsible for implementing parts of the SWMP)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Numerous departments are involved and identified in the SWMP as responsible for specific BMPs.
Does the SWMP list staff /roles and responsibilities that have been assigned?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the implementation of the SWMP shared with any other entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If the implementation of the SWMP is shared with another entity, is there a written agreement documenting responsibilities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Does not apply.
Does the SWMP identify pollutants of concern? (List all pollutants addressed in your SWMP)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Sediment, pesticides & fertilizers, grease & oil, pet waste, trash.
Have strategies been implemented to address the discharge of the pollutants of concern?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does your SWMP contain a description of the rationale for each Best Management Practice (BMP), a measurable goal, and an assessment of each goal for each of the minimum control measures?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Public Education and Outreach		Comments (Please use this space to clarify or add to your answer)
Are educational materials distributed or outreach activities conducted to educate the public on reducing pollutants in stormwater runoff?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	See Report Appendix for examples of materials.
Are local businesses targeted with informational materials on improper waste disposal and illegal discharges?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	See Report Appendix for examples of materials.
Public Involvement/Participation		Comments (Please use this space to clarify or add to your answer)
Has the public been involved in developing, reviewing, and implementing the SWMP?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A task force comprised of citizens worked with staff to develop, review, and implement the SWMP.
Are efforts being made to reach out and engage the entire community in the MS4 program?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	See Report Appendix for examples, including hosting a booth at the annual home show and newspaper articles.
Has your MS4 complied with all public notice requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Public notice requirements of all committee and council meetings have been observed.
Are you documenting efforts to involve the public and ensure they were given opportunities to be involved?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	See Report Appendix for examples.
Illicit Discharge Detection and Elimination		Comments (Please use this space to clarify or add to your answer)
Does your MS4 have an ordinance prohibiting non-stormwater discharges into the storm sewer system?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	See Report Appendix for a copy of the Illicit Discharge Ordinance and Standard Operating Procedure.
Does your MS4 have enforcement measures for illicit discharges?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>List enforcement mechanisms:</b> Verbal and written notifications are sent to the violator, and the issue is sent to City Attorney or DANR for legal action.
Has a plan been developed and implemented to detect illicit discharges, including the following elements (must be a written part of the SWMP): <ul style="list-style-type: none"> <li>Procedures for locating priority areas.</li> <li>Procedures for tracing the source of the discharge.</li> <li>Procedures for removing the source of the discharge.</li> <li>Procedures for evaluating /assessing the illicit discharge plan.</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The SOP was revised on 3-6-17 to identify appropriate responsible positions, and to include a procedure for evaluating/assessing the plan.
Does your MS4 have a map of: <ul style="list-style-type: none"> <li>Storm sewer system</li> <li>Storm sewer outfalls</li> <li>Names and locations of waters of the state that receive discharges from the outfalls.</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are public employees, businesses, and the general public being informed of hazards	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	



associated with illegal discharges and improper disposal of waste?		
Is dry weather screening being conducted to detect illicit discharges?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are illicit discharge investigations and enforcement actions being documented?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Construction Site Stormwater Runoff Control</b>		<b>Comments</b> (Please use this space to clarify or add to your answer)
Does your MS4 have an ordinance or regulatory mechanism to require erosion and sediment controls for construction activities of one or more acres?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	See Report Appendix for a copy of the Construction Site Runoff Erosion and Sediment Control Ordinance.
Does your MS4 have requirements for proper erosion and sediment control BMPs?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The City has an Erosion and Sediment Control BMP Manual which has been adopted by ordinance.
Does your MS4 have requirements for construction site operators to control waste materials?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The Construction Site Runoff Erosion and Sediment Control Ordinance covers this.
Does your MS4 have procedures for site plan review that considers water quality impacts?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The Construction Site Runoff Erosion and Sediment Control Ordinance covers this.
Does your MS4 have procedures for receipt and consideration of information submitted by the public?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The website contains instructions for the public to notify the City of potential issues.
Does your MS4 have procedures for site inspections?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The Construction Site Runoff Erosion and Sediment Control Ordinance covers this.
Does your MS4 have procedures for enforcement?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The Construction Site Runoff Erosion and Sediment Control Ordinance covers this.
<b>Post Construction Stormwater Management</b>		<b>Comments</b> (Please use this space to clarify or add to your answer)
Does your MS4 have an ordinance or other regulatory mechanism to require post construction BMPs?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does your MS4 have requirements to ensure long-term operation and maintenance of the BMPs?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Pollution Prevention</b>		<b>Comments</b> (Please use this space to clarify or add to your answer)
Has pollution prevention guidelines for reducing pollutant runoff from municipal operations been developed and implemented?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Individual written Runoff Control Plans have been developed and implemented for the following: Cemetery, Golf Course, Parks, Recreation and Forestry Department, Street Department Facility, Snow Dump Sites, Yard Waste Drop Off Site

<b>Public Education and Outreach</b>		
<b>List all public education and outreach goals that were to be completed in 2023 and include the dates completed. Explain how the goal is being measured and whether it is having the desired effect. Include any previous year's goals that were not previously met but were completed this year:</b>		
<b>Goal and date completed:</b> Informational flyers will be included at least once annually in a utility bill mailing during the storm water season of April through September by the Lake Area Technical Institute Environmental Science Educator. <b>GOAL: 1 per year. Assessment of Goal: met July 2023.</b>	<b>How the goal is measured:</b> Verification that the flyer was implemented is the measurement of the goal.	<b>Is the goal having the desired effect?</b> Yes, we believe that the flyers increase awareness, which helps create an informed and knowledgeable community.
An information sheet on Phase II was developed and will be distributed by Watertown's industrial pretreatment staff during their annual inspections of industrial users. <b>GOAL: "Distribute one flyer per year to each industrial and commercial business inspected." Assessment of Goal: met December 2023</b>	The number of handouts given at inspections is the measurement of the goal.	Yes, we believe that the handouts increase awareness, which helps create an informed and knowledgeable community.
The City will support the efforts of East Dakota Water Development District, South Dakota State University, and the Brookings Conservation District in their efforts to organize and co-sponsor the annual Big Sioux Water Festival at SDSU by contributing \$500 each year toward the event. <b>GOAL: Contribute \$600 per year. Assessment of Goal: met February 2023</b>	Verification that the contribution was made is the measurement of the goal.	Yes, we educational events increase awareness, which helps create an informed and knowledgeable community.
The City maintains a website with a section dedicated to Storm Water Phase II program background, requirements, goals and plan for implementation. <b>GOAL: Ongoing website maintained. Assessment of Goal: met December 2023.</b>	Verification of the website's existence is the measurement of the goal.	Yes, we believe that website information increases awareness, which helps create an informed and knowledgeable community.

<p>City staff will provide the annual report in the City Council agenda by the first week of March each year, and submit the Annual Report to the DANR by March 10. <b>GOAL: Provide annual report and on-time submittal.</b> <b>Assessment of Goal: met February 2023.</b></p>	<p>Verification that the information was on the agenda and that the report was submitted is the measurement of the goal.</p>	<p>Yes, we believe that providing the report to City Council increase the awareness of those who read the report.</p>
<p><b>For goals that were not completed in 2023, provide an explanation why the goal was not met, and the new implementation schedule for meeting the goal? Include any additional goals for 2024.</b> All goals have been completed. We will continue to push awareness of illicit discharge in our community and ask for the community's involvement in reporting any violations.</p>		
<p><b>List all BMPs that have already been implemented for public education and outreach that are continuing to be maintained through the SWMP. Include a schedule indicating how each BMP is being implemented.</b> A summary of ongoing Public Education and Outreach efforts for 2023 includes the following:</p> <ul style="list-style-type: none"> <li>• 52 advertisements in the <i>Watertown Public Opinion</i></li> <li>• Home Show booth – featuring “Wendle the Waterdrop” water quality cartoon figure (March)</li> <li>• Utility bill insert (July)</li> <li>• 2 adult presentations</li> <li>• Boys and Girls Club presentation</li> <li>• 6 Cub Scout presentations</li> <li>• School Presentations – 3 elementary, 6 high school and 3 college presentations (school year)</li> <li>• Stormwater Pollution Prevention newsletters, flyers &amp; handouts freely available to the public in displays at City Hall (ongoing).</li> <li>• City of Watertown Website (ongoing)</li> <li>• Gov-TV channel (ongoing)</li> </ul>		
<p><b>Please explain the BMPs that have been implemented for public education and outreach and if they are having the desired effect. Also explain how the desired effect of each BMP is being determined.</b></p>		
<p><b>BMP:</b> Each of Watertown's listed goals includes one or more BMPs for public education and outreach. Measurement of the BMP is equivalent to measurement of the Goal.</p>	<p><b>BMPs' determined effectiveness:</b> See the section entitled “How is the Goal Measured? Because of the organization of Watertown's Stormwater Management Program, the goals and BMPs are entwined and the answers to this section are equivalent.</p>	<p><b>Is the BMP having the desired effect?</b> Yes – please see the section entitled, “Is the Goal having the desired effect.</p>
<p><b>Public Involvement/Participation</b></p>		
<p><b>List all public involvement and participation goals that were to be completed in 2023 and include the dates completed. Explain how the goal is being measured and whether it is having the desired effect. Include any previous year's goals that were not previously met but were completed this year:</b></p>		

<p><b>Goal and date completed:</b> The City will fulfill the statutory requirements of <u>SDCL 1-25-1.1. Notice of meetings of public bodies</u> -- Violation as misdemeanor for all City Council meetings. <b>GOAL: 24 Compliant Council Meetings per year. Assessment of Goal: met December 2023.</b></p>	<p><b>How is the goal measured?</b> The number of council meetings for which public notice was provided is counted after the last scheduled council meeting of the year.</p>	<p><b>Is the goal having the desired effect?</b> Yes, we believe that compliant notification procedures improve the likelihood of public involvement and participation, which helps create an informed and knowledgeable community.</p>
<p>Continue making the current level of additional effort to notify the public of all City Council meetings and agenda. A record of the posted agendas can be found on the City's website. <b>GOAL: 24 Compliant Council Meetings per year. Assessment of Goal: met December 2023.</b></p>	<p>The number of council meetings for which multi-media notification was provided is counted after the last scheduled council meeting of the year.</p>	<p>Yes, we believe that multi-media notification procedures improve the likelihood of public involvement and participation, which helps create an informed and knowledgeable community.</p>
<p>Provide annual report of Storm Water Phase II Program accomplishments to the Watertown City Council. <b>GOAL: Provide Council the report 1 time per year. Assessment of Goal: met February 2023</b></p>	<p>The goal is measured by verifying that the report was on the City Council Agenda. This was completed on February 21, 2023.</p>	<p>Yes, we believe that providing the report to City Council improve the likelihood of public involvement and participation, which helps create an informed and knowledgeable community.</p>
<p>Continue to actively promote and conduct current city programs with an associated storm water quality benefit. <b>GOAL: 500 tons recyclables and 2500 tons yard waste collected per year, Assessment of Goal: met December 2023 with 592 tons recyclables and 2942 tons of yard waste.</b></p>	<p>To measure the goal, collected recyclable materials, yard waste and City-wide clean-up loads were weighed.</p>	<p>Yes, the volume of material diverted from the landfill exceeded the goal; therefore, the desired effect has been achieved.</p>
<p>Receive and respond to confidential complaints of illicit discharges and illegal dumping into the storm water management system and other general pollution or littering within the city limits of Watertown. <b>GOAL: Resolve 100% of all complaints each year. Assessment of Goal: met December 2023.</b></p>	<p>Public involvement and participation will be measured by the percentage of legitimate confidential complaints resolved.</p>	<p>Yes, complaints were received and 100% were resolved; therefore the goal is having the desired effect.</p>



Promote Stormwater Phase II Program activities by staffing a booth at the local Home Show. <b>GOAL: Once per year, host a booth at the home show.</b> <b>Assessment of Goal: met March 2023.</b>	The goal is measured by verifying that the booth was hosted.	Yes, we believe that the booth generates public involvement and participation, which helps create an informed and knowledgeable community.
<b>For goals that were not completed in 2023, provide an explanation why the goal was not met, and the new implementation schedule for meeting the goal? Include any additional goals for 2024.</b> All goals have been completed. We will continue to push awareness of illicit discharge in our community and ask for the community's involvement in reporting any violations.		
<b>List all BMPs that have already been implemented for public involvement and participation that are continuing to be maintained through the SWMP. Include a schedule indicating how each BMP is being implemented.</b> Public notice requirements are being met by posting the meeting agendas on the city's website and posting the agendas in an outdoor display case. The following ongoing events were held: <ul style="list-style-type: none"> <li>• Presentation to the local Boy Scout Troops 2023</li> <li>• Big Sioux Water Festival – Did not attend – donated \$600</li> </ul>		
<b>Please explain the BMPs that have been implemented for public education and outreach and if they are having the desired effect. Also explain how the desired effect of each BMP is being determined.</b>		
<b>BMP:</b> Public Involvement efforts can be considered effective if people respond by attending and participating	<b>BMPs' determined effectiveness:</b> Measurement is completed by observing participation in each event.	<b>Is the BMP having the desired effect?</b> The various activities hosted by the City have been well attended, so it is believed that the efforts are having the desired effect.

<b>Illicit Discharge Detection and Elimination</b>		
<b>List all illicit discharge detection and elimination goals that were to be completed in 2023 and include the dates completed. Explain how the goal is being measured and whether it is having the desired effect. Include any previous year's goals that were not previously met but were completed this year:</b>		
<b>Goal and date completed:</b> A Stormwater Phase II information sheet has been developed and is distributed at annual inspections by Watertown's industrial pretreatment staff. <b>GOAL: Distribute one flyer per year to each industrial and commercial business inspected. In 2023, inspections were completed at 15 significant industrial users and 14 commercial entities.</b> <b>Assessment of Goal: met December 2023</b>	<b>How is the goal measured?</b> The number of inspections completed is counted and compared to the goal as a means of measurement.	<b>Is the goal having the desired effect?</b> Yes, we believe that the handouts increase awareness, which helps create an informed and knowledgeable community.

Agenda Item 7(h) Authorization for the City Manager to sign the 2023 An...

<p>The City has adopted an illicit discharge ordinance prohibiting non-storm water discharges into the storm water management system and prohibiting the reckless and improper dispensing of garbage and other refuse materials within the Watertown city limits, and providing for enforcement capability appropriate levels of penalties for violations. <b>GOAL: Resolve 100% of all complaints each year. Assessment of Goal: met December 2023.</b></p>	<p>The goal is measured by verifying that each of the complaints received a response as outlined in the IDDE SOP.</p>	<p>Yes, the fact that complaints are addressed is evidence that the goal has been met.</p>
<p>Field survey data to define location and inventory of storm water management system is an ongoing activity of the Engineering Department. Annual updates are made to incorporate changes to the system. <b>GOAL: Incorporate 100% of the changes as they are installed within 1 year of the construction year. Assessment of Goal: met December 2023.</b></p>	<p>Verification that the maps have been updated is the measurement.</p>	<p>Yes, knowledge of the system is expressed via maps, and when the maps are up-to-date, knowledge is greatest.</p>
<p>Through activities listed in the Public Education and Outreach control measure, distribute information to the public and business community about the general adverse environmental effects and hazards associated with illicit discharges, illegal dumping, and improper waste disposal. Also include information about the complaint-based system of addressing illicit discharges and general pollution within the city limits. <b>GOAL: Once per year, host a booth at the home show. Assessment of Goal: met March 2023.</b></p>	<p>The goal is measured by verifying that the booth was hosted.</p>	<p>Yes, we believe that the booth fosters an informed and knowledgeable community which will help to minimize the occurrence of illicit discharges in the future.</p>
<p>The Standard Operating Procedure Manual for Illicit Discharge Detection and Elimination will be revised to include procedures for evaluating and assessing the Illicit Discharge Plan. <b>GOAL: Update Illicit Discharge SOP Manual for compliance by December 2016. Date Completed: March 2017.</b></p>	<p>The goal is measured by verifying that the update was made.</p>	<p>Yes, the process of updating the IDDE SOP increased the staff's awareness of responsibilities which will help assure prompt, appropriate responses to events in the future.</p>

**For goals that were not completed in 2023, provide an explanation why the goal was not met, and the new implementation schedule for meeting the goal? Include any additional goals for 2024.**

All goals have been completed. We will continue to push awareness of illicit discharge in our community and ask for the community's involvement in reporting any violations.

**List all BMPs that have already been implemented for illicit discharge detection and elimination that are continuing to be maintained through the SWMP. Include a schedule indicating how each BMP is being implemented.**

1. A storm sewer system map showing the location of all municipal storm sewer outfalls and the names and location of all waters of the state that receive discharges from those outfalls has been developed and receives ongoing maintenance to keep it up to date. **GOAL: Incorporate 100% of the changes as they are installed within 1 year of the construction year. Assessment of Goal: met December 2023.**
2. Non-storm water discharges into the storm sewer system are prohibited by the Illicit Discharge Ordinance which includes enforcement procedures and actions. **GOAL: 100% of complaints resolved. Assessment of Goal: met Dec. 2023.**
3. A plan to detect and address non-storm water discharges, including illicit discharges and illegal dumping, to the system has been developed and includes the following components:
  - ♦ procedures for locating priority areas likely to have illicit discharges;
  - ♦ procedures for tracing the source of an illicit discharge; and
  - ♦ procedures for removing the source of the discharge; and

The *Illicit Discharge Detection and Elimination Standard Operating Procedure* will be revised to include procedures for evaluating and assessing the illicit discharge plan in the near future. **GOAL: Complete revision by December 2016. Assessment of Goal: Met in March, 2017.**

Public employees, businesses, and the general public are informed of hazards associated with illegal discharges and improper disposal of waste by way of the annual on-going efforts listed in the Public Information and Outreach section (website, Gov TV channel, Home Show Booth). **GOAL: Once per year, host a booth at the home show. Assessment of Goal: met March 2023.**

**Please explain the BMPs that have been implemented for illicit discharge detection and elimination and if they are having the desired effect. Also explain how the desired effect of each BMP is being determined.**

<b>BMP:</b> Each of Watertown's listed goals includes one or more BMPs for Illicit Discharge Detection and Elimination. Measurement of the BMP is equivalent to measurement of the Goal.	<b>BMPs' determined effectiveness:</b> See the section entitled "How is the Goal Measured? Because of the organization of Watertown's Stormwater Management Program, the goals and BMPs are entwined and the answers to this section are equivalent.	<b>Is the BMP having the desired effect?</b> Yes – please see the section entitled, "Is the Goal having the desired effect."
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### **Construction Site Stormwater Runoff Control**

**List all construction site stormwater runoff control goals that were to be completed in 2023 and include the dates completed. Explain how the goal is being measured and whether it is having the desired effect. Include any previous year's goals that were not previously met but were completed this year:**

<b>Goal and date completed:</b> The City was to provide educational opportunities for contractors. <b>GOAL: 1 seminar or mailing per year. Assessment of Goal: Met. We had 1 meeting with Watertown Area Home Builder's Association.</b>	<b>How is the goal measured?</b> Verification that the mailing or seminar occurred is the measurement.	<b>Is the goal having the desired effect?</b> Yes, we believe that these educational opportunities increase awareness, which helps create informed and knowledgeable contractors.
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The City was to provide training to staff members regarding Construction Site Storm Water Runoff Control, including basic erosion and sediment control techniques, developing and reviewing pollution prevention plans, and inspection of construction sites for compliance with the stormwater regulations. <b>GOAL: 1 staff training per year. Assessment of Goal: 1 member of staff certified, current staff are all up to date on certifications.</b>	Verification that staff members received training is the measurement.	Yes, training increases staff ability to implement the program.
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**For goals that were not completed in 2023, provide an explanation why the goal was not met, and the new implementation schedule for meeting the goal? Include any additional goals for 2024.**

The goal of providing educational opportunities for contractors by providing training or a mailing was met. All building permits issued are also accompanied by an informational flyer, and so the goal was met in various ways.

**List all BMPs that have already been implemented for construction site stormwater runoff control that are continuing to be maintained through the SWMP. Include a schedule indicating how each BMP is being implemented.**

- \* An ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under state or local law has been adopted.
- \* Requirements for construction site operators to implement appropriate erosion and sediment control BMPs were included in the Construction Site Runoff Erosion and Sediment Control ordinance;
- \* Requirements for construction site operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality were included in the Construction Site Runoff Erosion and Sediment Control ordinance;
- \* Procedures for site plan review that consider potential water quality impacts were included in the Construction Site Runoff Erosion and Sediment Control ordinance;
- \* Procedures for receipt and consideration of information submitted by the public were included in the Illicit Discharge ordinance; and
- \* Procedures for site inspection and enforcement of control measures were included in the Construction Site Runoff Erosion and Sediment Control ordinance.
- \* The City has incorporated storm water pollution prevention requirements (such as erosion control plans, design standards, and/or the use of BMPs) into the existing "Building Permit" and development approval processes.
- \* The City has referenced the state's Storm Water Construction Permit requirements and provides cooperation or assistance to the state in determining compliance with their program, such as providing information on active construction projects and reporting lack of erosion control measures.

All of the above BMPs were implemented prior to 2009.

**Please explain the BMPs that have been implemented for construction site stormwater runoff control and if they are having the desired effect. Also explain how the desired effect of each BMP is being determined.**

<b>BMP:</b> Each of Watertown's listed goals includes one or more BMPs for Construction Site Storm Water Runoff Control. Measurement of the BMP is equivalent to measurement of the Goal.	<b>BMPs' determined effectiveness:</b> See the section entitled "How is the Goal Measured? Because of the organization of Watertown's Stormwater Management Program, the goals and BMPs are entwined and the answers to this section are equivalent.	<b>Is the BMP having the desired effect?</b> Yes – please see the section entitled, "Is the Goal having the desired effect.
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**Post Construction Stormwater Management**

**List all post construction stormwater management goals that were to be completed in 2023 and include the dates completed. Explain how the goal is being measured and whether it is having the desired effect. Include any previous year's goals that were not previously met but were completed this year:**

<p><b>Goal and date completed:</b> Paving of gravel roadways with asphalt or concrete is encouraged, and the City will continue to provide assistance to property owners who wish to do so. <b>GOAL: 100% of requests for paving roads will be taken through the petitioned improvement project process per year. Assessment of Goal: met December 2023.</b></p>	<p><b>How is the goal measured?</b> By comparing the number of gravel roads and alleys that are taken through the street assessment project process to the number of requests for the service, the goal is measured.</p>	<p><b>Is the goal having the desired effect?</b> Yes, gravel roads and alleys are gradually being paved.</p>
<p>Two manuals for Storm Water Management System Design Criteria have been developed and will be revised as needed to incorporate new BMPs and techniques which have been found to be successful. <b>GOAL: 1 revision per year if necessary. Assessment of Goal: No revisions were necessary.</b></p>	<p>The manuals were adopted in 2008 and are still in use, indicating that the goal has been met.</p>	<p>Yes, the desired effect is to utilize the manuals.</p>
<p>City staff encourages contractors, developers, homebuilders, and property owners to use basic erosion and sediment control techniques to reduce or eliminate the migration of sediment off of their respective construction sites and properties. <b>GOAL: 100% of projects creating over an acre of impervious surface will be reviewed to determine if post-construction storm water facilities are required. Assessment of Goal: met December 2023.</b></p>	<p>The goal is measured by verifying that each project creating over an acre of impervious surface has been reviewed to determine if facilities are required.</p>	<p>Yes, facilities are being constructed where required.</p>
<p>The City will incorporate water quality BMPs into the existing system. The measurable goal will be to increase the number of water quality facilities on public lands. <b>GOAL: The Engineering Department will propose a water quality enhancement project once per year. Assessment of Goal: The goal was met by approving BMP Management facilities (The Lakes of Willow Creek 2<sup>nd</sup> Addition, Harmony Hills, Calvin Industrial). Material was cleaned out from drainageways (Roby Creek, portions of Big Sioux River, among other places).</b></p>	<p>The goal is measured by verifying that a project occurred.</p>	<p>Yes, facilities are being constructed even where not required.</p>
<p><b>For goals that were not completed in 2023, provide an explanation why the goal was not met, and the new implementation schedule for meeting the goal? Include any additional goals for 2024.</b> Post Construction Storm Water Management goals were met.</p>		
<p><b>List all BMPs that have already been implemented for post construction stormwater management that are continuing to be maintained through the SWMP. Include a schedule indicating how each BMP is being implemented.</b></p>		

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1. An inventory of gravel roads has been completed (2004), and the City subsidizes an annual roadway paving assessment process to encourage paving downtown gravel streets and alleys.
2. A Post-Construction Storm Water Management Ordinance was adopted in 2008 and continues to be enforced.
3. A Post-Construction Storm Water BMP Manual was adopted in 2008 continues to be used.

**Please explain the BMPs that have been implemented for post construction stormwater management and if they are having the desired effect. Also explain how the desired effect of each BMP is being determined.**

<b>BMP:</b>	<b>BMPs' determined effectiveness:</b>	<b>Is the BMP having the desired effect?</b>
An inventory of gravel roads has been completed (2004), and the City subsidizes an annual roadway paving assessment process to encourage paving downtown gravel streets and alleys.	Post Construction Storm Water Management efforts can be considered effective if post-construction BMPs are employed.	Post Construction BMPs have been implemented, so it is believed that the efforts are having the desired effect.
A Post-Construction Storm Water Management Ordinance was adopted in 2008 and continues to be enforced.	Post Construction Storm Water Management efforts can be considered effective if post-construction BMPs are employed.	Post Construction BMPs have been implemented, so it is believed that the efforts are having the desired effect.
A Post-Construction Storm Water BMP Manual was adopted in 2008 and continues to be used.	Post Construction Storm Water Management efforts can be considered effective if post-construction BMPs are employed.	Post Construction BMPs have been implemented, so it is believed that the efforts are having the desired effect.

**Pollution Prevention**

**List all pollution prevention goals that were to be completed in 2023 and include the dates completed. Explain how the goal is being measured and whether it is having the desired effect. Include any previous year's goals that were not previously met but were completed this year:**

<b>Goal and date completed:</b>	<b>How is the goal measured?</b>	<b>Is the goal having the desired effect?</b>
<p>The City has developed, adopted, and implemented pollution prevention plans, updated standard operating procedures, and training programs for the municipal facilities. These plans exist for the following operations:</p> <ul style="list-style-type: none"> <li>a. Cemetery</li> <li>b. Golf course</li> <li>c. Park maintenance facility</li> <li>d. Snow dump sites</li> <li>e. Street Department shop</li> <li>f. Yard waste drop-off site</li> </ul> <p><b>GOAL: Continue to follow standard procedures and keep records. Assessment of Goal: met December 2023.</b></p>	<p>Records of the inspections and maintenance activities are kept at the various sites.</p>	<p>The goals have been met and the City is continuing the pollution prevention practices.</p>
<p>The City has implemented a storm sewer inspection and cleaning program. <b>GOAL: Inspect all new storm sewers and others for which complaints have been received, clean when necessary. Assessment of Goal: met by December 2023.</b></p>	<p>Progress will be measured by verifying that all new storm sewers are inspected and cleaned prior to acceptance by the city.</p>	<p>Yes, requiring inspection and cleaning leads to assurance that the new system is acceptable.</p>
<p>Continue pollution prevention and good housekeeping activities consistent with written procedures. <b>GOAL: Continue to follow standard procedures and keep records. Assessment of Goal: met December 2023.</b></p>	<p>Goals are measured by verifying that records have been kept.</p>	<p>Yes, documentation helps to remind staff of the requirements and so they are more likely to be kept up.</p>

<b>For goals that were not completed in 2023, provide an explanation why the goal was not met, and the new implementation schedule for meeting the goal? Include any additional goals for 2024.</b> Pollution Prevention/Good Housekeeping goals were met.		
<b>List all BMPs that have already been implemented for pollution prevention that are continuing to be maintained through the SWMP. Include a schedule indicating how each BMP is being implemented.</b>  1. The permittee must prevent or reduce storm water pollution from facilities and activities such as: <ul style="list-style-type: none"><li>♦ streets, roads, highways, municipal parking lots</li><li>♦ maintenance and storage yards;</li><li>♦ fleet or maintenance shops with outdoor storage areas;</li><li>♦ salt and sand storage locations and snow disposal areas operated by the permittee;</li><li>♦ waste transfer stations;</li><li>♦ park and open space maintenance;</li><li>♦ fleet and building maintenance;</li><li>♦ street maintenance;</li><li>♦ new construction of municipal facilities; and</li><li>♦ stormwater system maintenance.</li></ul> All activities are completed throughout the year, so the schedule is to complete the activity for the year in December of the year.  2. The permittee must include training to inform employees of impacts associated with illicit discharge and improper disposal of waste from municipal operations.		
<b>Please explain the BMPs that have been implemented for pollution prevention and if they are having the desired effect. Also explain how the desired effect of each BMP is being determined.</b>		
<b>BMP:</b> Each of Watertown’s listed goals includes one or more BMPs for Construction Site Storm Water Runoff Control. Measurement of the BMP is equivalent to measurement of the Goal	<b>BMPs’ determined effectiveness:</b> See the section entitled “How is the Goal Measured? Because of the organization of Watertown’s Stormwater Management Program, the goals and BMPs are entwined and the answers to this section are equivalent.	<b>Is the BMP having the desired effect?</b> Yes – please see the section entitled, “Is the Goal having the desired effect.”



“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Examples of Public Education and Outreach materials for the public**

2023 Utility Bill Mailer



*Hi! This is Wendle!*  
*Here are some simple things*  
*you can do to prevent stormwater*  
*runoff pollution.*

- 💧 Use fertilizers sparingly and sweep up driveways, sidewalks, and gutters
- 💧 Never dump anything down storm drains or in streams
- 💧 Vegetate bare spots in your yard
- 💧 Compost your yard waste
- 💧 Use least toxic pesticides, follow labels, and learn how to prevent pest problems
- 💧 Direct downspouts away from paved surfaces; consider a rain garden to capture runoff
- 💧 Take your car to the car wash instead of washing it in the driveway
- 💧 Check your car for leaks and recycle your motor oil
- 💧 Pick up after your pet
- 💧 Have your septic tank pumped and system inspected regularly

*Clean Water is Everybody's Business!*



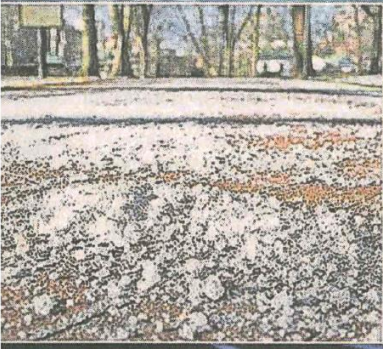
CITY OF  
**WATERTOWN**  
SOUTH DAKOTA



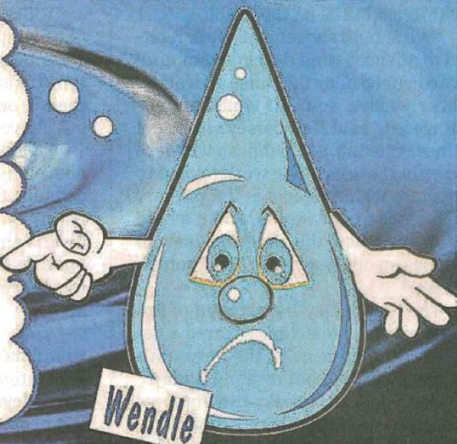
*Remember, only rain*  
*down the drain!*

Wendle the Waterdrop Newspaper Ads

# Stormwater and Winter




Stormwater runoff and pollution is a concern all year. The materials you use to clear off your sidewalks could be hurting our local waterways. Rocksalt is a huge help in the wintertime, but it also is a pollutant.



Wendle


**W★TERTOWN**  
SOUTH DAKOTA'S RISING ST★R



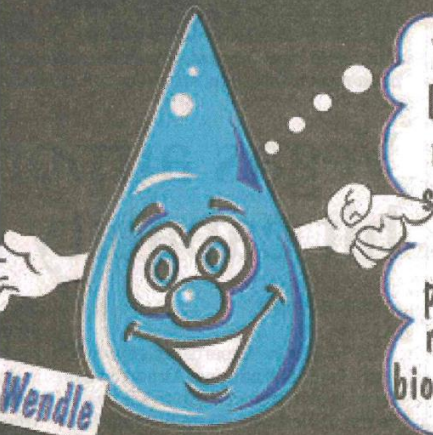
Remember, only rain down the drain!

January 17, 2023

# Stormwater and Winter




This is South Dakota, which means we can still get snow! if so, do not pile snow onto raingardens or bioretention areas.



Wendle

**W★TERTOWN**  
SOUTH DAKOTA'S RISING ST★R



Remember, only rain down the drain!

February 7, 2023



## **Examples of Public Education and Outreach materials for local businesses**

# **Guide to the Watertown Illicit Discharge Program**



**Watertown is developing an Illicit Discharge Program, as mandated by the Clean Water Act. It is being designed to help maintain and protect the quality of the water in our streams, lakes, and rivers. When complete, the Illicit Discharge Program will supplement existing city ordinances, which make it illegal to discharge pollutants into the storm sewer system or into City waters.**

### **What is prohibited?**

- Directly discharging anything that is not composed entirely of stormwater into the storm sewer system or into the city waters is prohibited.
- Examples of prohibited discharges include: commercial power washers, carpet cleaning materials, pavement cutting liquids, concrete truck chutes wash water, grass clippings and other yard waste, household trash, sediment laden construction site runoff, construction debris, and swimming pool drain water.

You can report illicit discharges to the City at 882-6201, ext. 3521.

### **What is the penalty for a violation?**

Violators may be fined and also have to pay for the cost of testing, clean-up, and disposal of their pollutants. Additional legal action may be taken.

### **What discharges are allowed?**


The ordinance does not apply to discharges that are made under the terms of a Federal or State (NPDES or SWD) permit or to discharges from fighting fires. Certain everyday types of discharges are also allowed to continue. For example:

- Watering lawns and irrigating landscapes
- Flushing water lines
- Condensation from air conditioners
- Water from crawl spaces and foundation drains
- Runoff from springs or drinking water sources

However, if any of these activities are found to be causing water pollution, Watertown will ask that the activity be stopped or be conducted differently so that our waters are not polluted.




Examples of Public Education and Outreach materials for local businesses




### Watertown's Erosion Control Standards

Sediment eroded and washed away from construction sites can result in damage to adjacent property and the city's storm sewer system. It also is a major contributor to pollution in streams and lakes. The City of Watertown is required to maintain and enforce erosion and sediment control standards as part of the city's stormwater permit from the State Department of Environment and Natural Resources (DENR). All construction activity within the city is expected to be conducted following these guidelines to control the release of sediment from construction sites.



Promoted Catch Basin



Concrete Washout Area

USE EPA  
<http://cdm1.epa.gov/ncdr/Watertown/>  
<http://www.watertown-sd.gov/ncdr/Watertown/>  
Phone: (605) 836-1111

### City of Watertown, South Dakota Erosion Control Guide

This brochure contains guidelines, procedures, and basic Best Management Practices to minimize sediment and other construction-related debris leaving your construction site. Please note that federal mandates require that a Storm Water Permit for Construction Activities be obtained from South Dakota's Department of Environment and Natural Resources (DENR) for construction projects that disturb 1 acre or more. Additional information including requirements for sites smaller than 1 acre but part of a larger common plan of development is available in the Watertown Erosion and Sediment Control Best Management Practices Manual and at <http://www.state.sd.us/denr/des/surfacewater/stormcon.htm> or by calling 1-800-SDSTORM.

#### Best Management Practices

The following Best Management Practices (BMPs) can significantly reduce pollutant discharges from your site:

1. Limit access to the site. Install and maintain a dedicated site entrance stabilized with 1" or larger clean rock, preferably crushed, to minimize tracking.
2. Preserve or establish vegetated buffer in the boulevard area of the street right-of-way.
3. Install access barriers or silt fence to direct construction traffic to the dedicated site entrance and to protect vegetated boulevard buffer areas.
4. Install down-gradient perimeter erosion and sediment controls (such as seeded topsoil berms, silt fence, or wattles) to prevent sediment and other construction materials from being eroded off the site onto neighboring properties or the street.
5. Wash out concrete trucks and all other concrete equipment, and wash off concrete placement and finishing tools in designated and properly contained washout areas to prevent the discharge of washwater onto neighboring properties or the street. (See lower photo on left sidebar.)
6. Sweep, don't wash dirt and debris from paved surfaces. When sediment has left your site, recover it no later than the end of the day. Accomplish street cleaning using mechanical sweepers, vacuum equipment, or brooms.
7. Protect nearby storm drain inlets, streams, and lakes to prevent sediment-laden water from entering the storm sewer system, drainage ditches, streams, and lakes. (See upper photo on left sidebar.)
8. Protect stockpiles and construction materials from wind and rain by storing them under a roof, secured impermeable tarp or plastic sheeting. Stockpiles may also be seeded with temporary vegetation.
9. Clean up spills immediately using dry clean-up methods (for example absorbent materials such as cat litter, sand or rags for liquid spills; sweeping for dry spills such as cement, mortar, or fertilizer). Properly dispose of material.

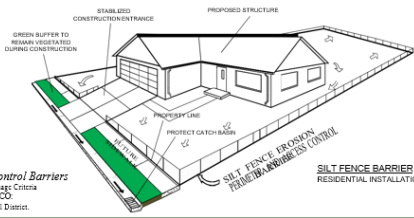
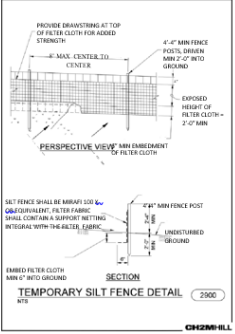


Figure 1.  
Residential Erosion Control Barriers  
Adapted from: Urban Storm Drainage Criteria Manual (Vol. 3), 1999, Denver, CO  
Urban Drainage and Flood Control District

### Silt Fence

A silt fence can be used to prevent sediment from leaving the site. Properly placed, a silt fence can last more than one season. Silt fence may be mechanically installed utilizing a machine slicing method. For typical manual silt fence construction, installation details are shown in Figure 2 and should follow these steps:

1. Excavate anchor trench.
2. Set wood or steel posts on a slight angle toward the runoff source a minimum of 2'-0" into the ground. Maximum post spacing should be 8'-0" on center. Dig a 6" x 6" trench upslope along the base of posts.
3. Attach filter fabric (Mirafl 100 x or equivalent) to the upslope side of each support post and extend it into the trench. Filter fabric shall contain a support netting.
4. Backfill and compact the excavated soil to anchor the filter fabric below grade.
5. Inspect silt fence after rainfalls and repair as necessary.
6. Maintenance includes removing and properly disposing of accumulated sediment and debris.



### Revegetation

The City of Watertown's Erosion Control Ordinance requires permanent stabilization with permanent vegetation and final hard surfacing to be completed within the timeframe specified in the project's permit issued by the city. Revegetation, either temporary or permanent, is recommended within 14 days of the completion of construction. Erosion and sediment controls must remain in place and be maintained until final permanent stabilization is achieved. The topsoil should be preserved during excavation and replaced prior to reseeded or sodding. This process follows these general steps:

1. Till the subsoil to improve drainage and remove any construction debris. Rough grade the site. The land should slope away from any buildings and conform to the layout of the area.
2. Replace top soil to a minimum depth of 3"-4" and add any necessary additives, such as fertilizer. Soil testing, at a soil analysis lab, can help determine site specific additive requirements.
3. Plant seed or lay sod. If seeding, apply a layer of mulch, such as straw. On steep slopes, use an erosion control mat.
4. Water regularly until the sod has rooted into the soil or the seed has germinated.

Examples of Public Involvement/Participation materials

Home Show Booth



### Labels affixed to Seed packets (Home Show booth giveaway)



Home Show booth placemat giveaway

# Take the Stormwater Runoff Challenge

**Across**

1) The area of land that drains into an estuary, lake, stream, or groundwater is known as a \_\_\_\_\_.

4) The \_\_\_\_\_ of speeding boats can erode shorelines.

5) Maintaining your \_\_\_\_\_ tank will help to prevent bacteria and reduce nutrients from leaking into ground and surface water.

7) Wetland plants act like a natural water \_\_\_\_\_, removing harmful pollutants from stormwater runoff.

8) Leave your grass clippings on your \_\_\_\_\_ to reduce the need for commercial fertilizers.

9) A single quart of motor \_\_\_\_\_, if disposed of improperly, can pollute 2 million gallons of water.

10) Fertilizers and animal wastes contain that "feed" algae and other aquatic plants harmful to water quality.

12) Polluted runoff from both rural and sources has a significant impact on water quality.

16) Storm \_\_\_\_\_ don't always connect to sewer treatment plants, so runoff can flow directly to rivers, lakes and coastal waters.

18) Follow directions carefully when applying \_\_\_\_\_ on your lawn—more isn't always better.

19) Polluted runoff (also called \_\_\_\_\_ source pollution) comes from so many places that it's hard to "pinpoint."

20) Yard and vegetable food waste are suitable additions to a \_\_\_\_\_ pile.

**Downs**

2) Don't dump used motor oil into storm drains. \_\_\_\_\_ it!

3) \_\_\_\_\_ of soil from barren land can cloud nearby streams.

4) \_\_\_\_\_ prevent flooding, improve water quality, and provide habitat for waterfowl, fish, and wildlife.

5) Marking "Do Not Dump, Drains to Bay" on a \_\_\_\_\_ is one way to educate people about polluted runoff.

6) Excess sediment, nutrients, toxics, and pathogens are all types of runoff \_\_\_\_\_.

11) Polluted \_\_\_\_\_ is the nation's #1 water quality problem.

13) Cattails are a type of wetland \_\_\_\_\_ that purify water runoff.

14) Too much \_\_\_\_\_ in water can harm aquatic life.

15) Proper crop and animal management on \_\_\_\_\_ helps to control water pollution.

17) \_\_\_\_\_ impact development helps control stormwater pollution through conservation approaches and techniques.

**Choices:**

compost	nonpoint	sediment
drains	nutrients	septic
erosion	oil	stormdrain
farms	plant	urban
fertilizer	pollution	wakes
filter	recycle	watershed
lawn	runoff	wetlands
low		

For more information, please visit EPA's Polluted Runoff web site at [www.epa.gov/nps](http://www.epa.gov/nps)

Home Show booth prize drawing

## 2023 Watertown Home Show

### Prize Registration

for a chance to win  
**\$100 in Watertown Bucks**  
or a **Yard-Waste Container!**

Name \_\_\_\_\_

Ph: # \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

This registration is for a prize drawing only—  
the City of Watertown will not share your information.

Must be 18 to enter. City employees are not eligible to win.



Home Show booth prize drawing

# **FREE TO 2 LUCKY WINNERS:**

## **CITY OF WATERTOWN YARD WASTE CONTAINER**




### **Ordering information (in case you don't win):**

- **Price: \$63.90- includes Tax & Delivery (within Watertown City Limits)**
  - **Orders can be placed at City Hall or Watertown Regional Landfill. Pay when you order.**
  - **No additional monthly charge for curbside yard waste collection & disposal for City residents**
-



Home Show booth brochure handout


# Build your own RAIN GARDEN



*What is a Rain Garden?*

A "Rain Garden" is simply a shallow depression in your yard that's planted with native wetland or wet prairie wildflowers and grasses.

*Trust the experts! Authentic native plants and seed from —*




PERENNIAL GARDEN DESIGN SHEET #1

## What is a Rain Garden?

The Rain Garden is one of the most popular new perennial garden designs for these reasons:

1. Rain Gardens make good use of rainwater runoff, thus conserving precious water supplies and helping protect the water quality of our streams, lakes and rivers.
2. Rain Gardens are planted with native wetland and prairie wildflowers and grasses. These perennial plants naturally grow here when the first pioneers settled across our land — so they're hardy and low-maintenance, and to boot, beautiful!
3. Rain Gardens provide food and shelter for many interesting birds, butterflies and beneficial insects — such as dragonflies, which eat mosquitoes! — and they'll provide you with many hours of enjoyable bird- and butterfly-watching.

Rain Gardens meet the *Dragonfly Seal of Approval!*

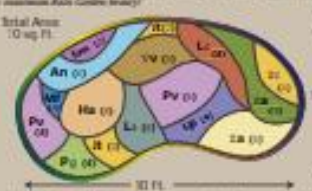


## How do I make a Rain Garden?

It's not complicated, but follows these easy steps:

1. Dig a shallow depression, as large as the watershed as you'd like.
2. Direct your downspout or sump pump outlet to your Rain Garden depression, either by digging a shallow trench for water to run into the depression, or by piping the runoff through a buried 6-inch black plastic drain (the available at any home center).
3. Plant the native plants recommended in this design sheet.
4. Water your planting every other day for the first two weeks or so, until they show that they are growing and well established.
5. Once your native Rain Garden plants are established, they'll flourish without additional watering. Irrigation is not necessary. And only minimal weeding will be needed once the initial weeds that appear when you break your ground have been removed.

### RAIN GARDEN: Well-Drained to Sandy Soils



Abbrev.	Common Name	Species Name	No. of Plants	Spacing (in)
As	Star Spangled aster	Aster multiflorus	6	12"
Sw	Spiraea for Pier seed	Spiraea nemoralis	3	12"
Am	Aspen	Aspen canadensis	1	12"
Tr	Tara's milk	Aspen canadensis	1	12"
Lp	Little bluestem	Andropogon scoparius	1	12"
Ca	Cardinal flower	Lobelia cardinalis	1	12"
Cl	Clay-colored lily	Lilium philadelphicum	1	12"
W	Wild yam	Monicia spicata	1	12"

Total Plants Needed: 10

### Where should I put my Rain Garden?

Keep it at least 10 feet away from your house. Other than that, you should pick a naturally low spot in your yard, and direct water from your downspout or sump pump into it. It's best to choose a location with full sun, but if that's not possible, make sure it gets at least a half-day of sunlight.

Also, during heavy rain, your depression will fill up and overflow. Make sure this overflow drainage follows the drainage pattern originally designed for your lot. But this by filling your depression with a garden here and watching the overflow. After all, you certainly don't want to flood your neighbor's yard. If you need to, dig a shallow trench to direct overflow water toward the street or other downhill areas away from buildings.

### How deep should I make my Rain Garden?


A depression of two to six inches will suffice if you don't want standing water. If you do want standing water, dig your depression deeper, perhaps down to 18 inches in the deepest spot. Slope the sides gradually from the edge to the deepest area. If you have heavy clay soil, it may well hold water without a drain. You can test this with your garden hose, too. If your soil won't hold water, purchase a plastic liner to hold the water in deeper areas, and install your plants around the edges of the liner.

### Anything else?

A few more tips...

- Try not to spend on spring lawn fertilizers too close to the Rain Garden. Fertilizers will actually stimulate weeds and create competition for the native plants.
- Don't worry about mosquitoes. Dragonflies, toads and other predators will take care of them. If they do become a problem, however, you can keep a "mosquito shield" (containing organic bacteria Bt) to kill mosquitoes larvae in your area of standing water.
- In the winter, the dead vegetation in your Rain Garden will catch snowflakes and melt, providing additional interest as a beautifully textured winter landscape.
- Come spring, mow and remove dead vegetation. Or, if you can, leave it off. Native plants are adapted to the harsher fires of the American prairie region, and it won't hurt them at all. Check your local ordinances, or call your fire department for regulations.
- To attract birds, place a purple martin house nearby.
- Put a comfortable bench nearby so you can relax with a drink while watching the birds and butterflies.
- Place natural rocks or other garden ornaments to add around your Rain Garden — be creative! You'll have fun with the design as you create a beautiful landscape.

### RAIN GARDEN: Clay Soils



Abbrev.	Common Name	Species Name	No. of Plants	Spacing (in)
As	Star Spangled aster	Aster multiflorus	6	12"
Sw	Spiraea for Pier seed	Spiraea nemoralis	3	12"
Am	Aspen	Aspen canadensis	1	12"
Tr	Tara's milk	Aspen canadensis	1	12"
Lp	Little bluestem	Andropogon scoparius	1	12"
Ca	Cardinal flower	Lobelia cardinalis	1	12"
Cl	Clay-colored lily	Lilium philadelphicum	1	12"
W	Wild yam	Monicia spicata	1	12"

Total Plants Needed: 10

### RAIN GARDEN PLANTS


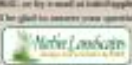

(Listed in alphabetical order by common name)

Abbrev.	Common Name	Species Name	No. of Plants	Spacing (in)
As	Star Spangled aster	Aster multiflorus	6	12"
Sw	Spiraea for Pier seed	Spiraea nemoralis	3	12"
Am	Aspen	Aspen canadensis	1	12"
Tr	Tara's milk	Aspen canadensis	1	12"
Lp	Little bluestem	Andropogon scoparius	1	12"
Ca	Cardinal flower	Lobelia cardinalis	1	12"
Cl	Clay-colored lily	Lilium philadelphicum	1	12"
W	Wild yam	Monicia spicata	1	12"

Want more information?

Contact Taylor Creek Botanical Services at Taylor Landscapes by 800-458-8800 or by e-mail at info@taylorlandscapes.com.

We'll be glad to answer your questions.

Design client provided by Taylor Landscapes by 800-458-8800.

Professional native landscape services are available; please call 800-887-8811.

Taylor Creek Botanical Services and Taylor Landscapes by 800 are divisions of Applied Biological Services, Inc., 17801 South Road, Bedford, WI 53005. Visit us at [www.appliedbiological.com](http://www.appliedbiological.com).

Home Show booth brochure handout



Protecting Water Quality from URBAN RUNOFF

Clean Water Is Everybody's Business

In urban and suburban areas, much of the land surface is covered by buildings and pavement, which do not allow rain and snowmelt to soak into the ground. Instead, most developed areas rely on storm drains to carry large amounts of runoff from roofs and paved areas to nearby waterways. The stormwater runoff carries pollutants such as oil, dirt, chemicals, and lawn fertilizers directly to streams and rivers, where they seriously harm water quality. To protect surface water quality and groundwater resources, development should be designed and built to minimize increases in runoff.

How Urbanized Areas Affect Water Quality Increased Runoff

The porous and varied terrain of natural landscapes like forests, wetlands, and grasslands traps rainwater and snowmelt and allows them to filter slowly into the ground. In contrast, impervious (nonporous) surfaces like roads, parking lots, and rooftops prevent rain and snowmelt from infiltrating, or soaking, into the ground. Most of the rainfall

The most recent National Water Quality Inventory reports that runoff from urbanized areas is the leading source of water quality impairments to surveyed estuaries and the third-largest source of impairments to surveyed lakes.

Did you know that because of impervious surfaces like pavement and rooftops, a typical city block generates more than 5 times more runoff than a woodland area of the same size?

and snowmelt remains above the surface, where it runs off rapidly in unnaturally large amounts.

Storm sewer systems concentrate runoff into smooth, straight conduits. This runoff gathers speed and erosional power as it travels underground. When this runoff leaves the storm drains and empties into a stream, its excessive volume and power blast out streambanks, damaging streamside vegetation and wiping out aquatic habitat. These increased storm flows carry sediment loads from construction sites and other denuded surfaces and eroded streambanks. They often carry higher water temperatures from streets, roof tops, and parking lots, which are harmful to the health and reproduction of aquatic life.

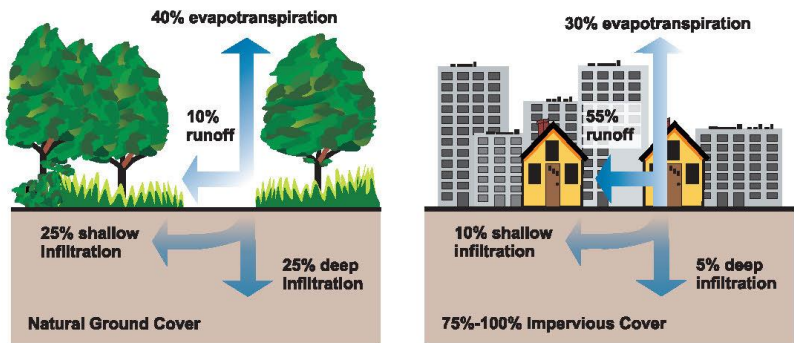
The loss of infiltration from urbanization may also cause profound groundwater changes. Although urbanization leads to great increases in flooding during and immediately after wet weather, in many instances it results in lower stream flows during dry weather. Many native fish and other aquatic life cannot survive when these conditions prevail.

Increased Pollutant Loads

Urbanization increases the variety and amount of pollutants carried into streams, rivers, and lakes. The pollutants include:

- Sediment
- Oil, grease, and toxic chemicals from motor vehicles
- Pesticides and nutrients from lawns and gardens
- Viruses, bacteria, and nutrients from pet waste and failing septic systems
- Road salts
- Heavy metals from roof shingles, motor vehicles, and other sources
- Thermal pollution from dark impervious surfaces such as streets and rooftops

These pollutants can harm fish and wildlife populations, kill native vegetation, foul drinking water supplies, and make recreational areas unsafe and unpleasant.



Relationship between impervious cover and surface runoff. Impervious cover in a watershed results in increased surface runoff. As little as 10 percent impervious cover in a watershed can result in stream degradation.



**Chapter 23.02**  
**ILLICIT DISCHARGE**

**Section**

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

<a href="#">23.0200</a>	<a href="#">Purpose</a>
<a href="#">23.0201</a>	<a href="#">Prohibition of Illicit Discharges</a>
<a href="#">23.0202</a>	<a href="#">Prohibition of Illicit Connections</a>
<a href="#">23.0203</a>	<a href="#">Plan and Construction Review and Inspection Process</a>
<a href="#">23.0204</a>	<a href="#">Industrial and Construction Activity Discharges</a>
<a href="#">23.0205</a>	<a href="#">Enforcement</a>

**23.0200: PURPOSE**

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

The purpose of this chapter is to protect, maintain, and enhance the public health, safety, environment and general welfare by defining prohibited activities and establishing procedures to control the adverse effects of stormwater runoff and nonpoint and point source pollution associated with illicit discharges into the MS4. The City of Watertown has determined that proper management and control of illicit discharges will minimize damage to public and private property and infrastructure, safeguard the public health, safety, and general welfare, and protect water and aquatic resources.

**23.0201: PROHIBITION OF ILLICIT DISCHARGES**

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

It shall be unlawful to discharge any materials into the municipal separate storm sewer system or to any waters of the State within the City of Watertown, South Dakota, or in any area under the jurisdiction of said City, including but not limited to any matter defined as a source of illicit discharge as well as other pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described:

1. The following discharges are not prohibited by this ordinance: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains, crawl space pumps, air conditioning condensation, springs, natural riparian habitat or wet-land flows, fire fighting activities, and street washwater.
2. Active groundwater dewatering systems are prohibited unless a permit is obtained through the SD DENR.
3. Discharges specified in writing by the City as being necessary to protect public health and safety.
4. Dye testing is an allowable discharge, but requires a verbal notification to the City prior to time of the test.
5. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency or South Dakota Department of Environment and Natural Resources, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

**23.0202: PROHIBITION OF ILLICIT CONNECTIONS**

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

1. The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
3. An owner is considered to be in violation of this ordinance if the owner connects a line conveying sewage to the storm sewer, or allows such a connection to continue.

**23.0203: PLAN AND CONSTRUCTION REVIEW AND INSPECTION PROCESS** [\(back to Chapter contents\)](#)

1. **Plan and Construction Review.** There shall be an excavation permit required for construction, repair, or maintenance of a storm sewer with the exception of a publicly-administered project. The property or project

owner(s) or the owner's authorized agent shall make application on a special form furnished by the City. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the City. A reasonable permit and inspection fee which shall be determined by the Public Works Committee of the City Council shall be paid to the City at the time the application is filed.

The City may withhold permit or issue a "stop work" order to any project which shows an illicit discharge or illicit connection on submitted plans, specifications, or other documents, or any project site at which City staff have observed an illicit discharge or illicit connection. The existence of an illicit discharge or illicit connection will also result in enforcement actions including those contained in Section 23.0205.

2. **Authority to Inspect.** Whenever necessary to make an inspection to enforce any provision of this ordinance, or whenever the City has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this ordinance, City staff designated by the City Engineer may enter such premises at all reasonable times to inspect the same and to inspect and copy records related to stormwater compliance. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the City is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry. City staff designated by the City Engineer may enter property to inspect the suspected illicit discharge including but not limited to using the following methods: dry weather screening measures, sampling and monitoring, field tests, dye testing, smoke testing and televising.
3. **Authority to Sample, Establish Sampling Devices, and Test.** During any inspection as provided herein, the City Engineer may direct that samples be taken and that tests be performed as deemed necessary to aid in the pursuit of the inquiry or to record site activities including leaving testing equipment on site.

#### **23.0204: INDUSTRIAL AND CONSTRUCTION ACTIVITY DISCHARGES**

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

1. Any person subject to an industrial or construction activity SD DENR storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City prior to the allowing of discharges to the MS4.
2. Examples of other separate NPDES permits include the Watertown Airport, Wastewater Treatment Plant, and other facilities that have an SD DENR discharge permit.
3. Any construction activity within the City that does not fully comply with the requirements of Chapter 23.03 shall constitute an illicit discharge.

#### **23.0205: ENFORCEMENT**

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

1. **Requirement to Eliminate Illicit Discharges.** As described in the City of Watertown Illicit Discharge Detection and Elimination Standard Operating Procedure document, the City may require by written notice that a person responsible for an illegal discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges.

If the illicit discharge is discovered during any stage of construction, the City Engineer may issue a "Stop-Work-Order" to require that the owner halt all other construction activity at the site until the illicit discharge is removed. Upon issuance of a "Stop-Work-Order", the only activity that may be conducted is remediation of the illicit discharge. After the illicit discharge has been remediated, the "Stop-Work-Order" may be lifted by the City.

2. **Requirement to Eliminate or Secure Approval for Illicit Connections.** The City may require by written notice that a person responsible for an illicit connection to the storm drain system comply with the requirements of this ordinance to eliminate or secure approval for the connection by a specified date, regardless of whether or not the connection, or discharges to it, had been established or approved prior to the effective date of this ordinance.

If, subsequent to eliminating a connection found to be in violation of this ordinance, the responsible person can demonstrate that an illegal discharge will no longer occur, said person may request City approval to reconnect. The reconnection or reinstallation of the connection shall be at the responsible person's expense.

[ORDINANCE CONTINUED]



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

3. **Watercourse Protection.** Every person owning property through which a watercourse passes shall cause that part of the watercourse within the property to be kept and maintained reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner shall cause existing privately owned structures within or adjacent to a watercourse to be maintained so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. The owner shall ensure that healthy bank vegetation is not removed beyond that actually necessary for maintenance, and that said vegetation is not removed in such a manner as to increase the vulnerability of the watercourse to erosion.
4. **Requirement to Remediate.** Whenever an unpermitted discharge of pollutants is taking place or has occurred, the City Engineer may require by written notice to the owner of the property and/or the responsible person that the pollution be remediated and the affected property restored within a specified time pursuant to the provisions of Paragraphs 5. through 8. below.
5. **Requirement to Monitor and Analyze.** The City Engineer may require by written notice to any person engaged in any activity and/or owning or operating any facility which may cause or contribute to storm water pollution, illegal discharges, and/or non-storm water discharges to the storm drain system or waters of the State of South Dakota, to undertake at said person's expense such monitoring and analyses and furnish such reports to the City as deemed necessary to determine compliance with this ordinance.
6. **Notification of Spills.** Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the State of South Dakota from said facility, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event that such a release involves a hazardous material, said person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release of nonhazardous materials, said person shall notify the City Engineer in person or by phone to the City's "Dump-No-Waste" hotline no later than five o'clock (5:00) p.m. of the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City Engineer within three (3) calendar days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years. The provisions of this paragraph do not relieve the owner from reporting discharges as required by state or federal law.
7. **Notice of Violation.** When a violation of any provision of this ordinance, or a failure to meet and fulfill any requirement of this ordinance, has occurred, the City Engineer may order compliance by written notice of violation to the responsible person. Such notice may require, without limitation:
  - a. The performance of monitoring, analyses, and reporting;
  - b. The elimination of illicit connections or discharges;
  - c. That violating discharges, practices, or operations shall cease and desist;
  - d. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and
  - e. Payment of a fine to cover administrative and remediation costs; and
  - f. The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City or a contractor designated by the City Engineer and the expense thereof shall be charged to the violator pursuant to Paragraph 9 below.

8. **Appeal.** Notwithstanding the provisions of Paragraph 13 below, any person receiving a Notice of Violation under Paragraph 7 above may appeal the determination of the City Engineer to the Public Works Committee. The notice of appeal must be received by the Secretary of the Committee within five (5) calendar days from the date of the Notice of Violation. Hearing on the appeal before the Public Works Committee shall be held within thirty (30) calendar days from the date of receipt of the notice of appeal. The decision of the Public Works Committee shall be final.

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

9. **Abatement by City.** If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal under Paragraph 8, within ten (10) calendar days of the decision of the Committee upholding the decision of the City Engineer, then the City or a contractor designated by the City shall enter upon the subject private property and is authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City or designated contractor to enter upon the premises for the purposes set forth above.
10. **Charging Cost of Abatement/Liens.** Within thirty (30) calendar days after abatement of the nuisance by City, the City Engineer shall notify the property owner of the property of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment with the Public Works Committee within fifteen (15) calendar days. The Committee shall set the matter for public hearing. The decision of the Public Works Committee shall be set forth by resolution and shall be final.

If the amount due is not paid within ten (10) calendar days of the decision of the Public Works Committee or the expiration of the time in which to file an appeal under this section, the charges shall become a special assessment against the property and shall constitute a lien on the real property for the amount of the assessment. A copy of the resolution shall be turned over to the County Treasurer so that the Treasurer may enter the amounts of the assessment against the parcel as it appears on the current assessment roll, and the Treasurer shall include the amount of the assessment on the bill for taxes levied against the parcel of land.
11. **Urgency Abatement.** The City Engineer is authorized to require immediate abatement of any violation of this ordinance that constitutes an immediate threat to the health, safety or well being of the public. If any such violation is not abated immediately as directed by the City Engineer, the City of Watertown is authorized to enter onto private property and to take any and all measures required to remediate the violation. Any expense related to such remediation undertaken by the City shall be fully reimbursed by the property owner and/or responsible party. Any relief obtained under this section shall not prevent the City from seeking other and further relief authorized under this ordinance.
12. **Violations and Fines.** It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. Each day any violation or failure to comply with any of the requirements of this ordinance occurs or continues shall be deemed to constitute a separate and/or continuing offense and shall be prosecuted in a court of competent jurisdiction in the same manner as any other prosecution for ordinance violations or violation of other applicable law implicated by such violation.
13. **Compensatory Action.** In lieu of enforcement proceedings, penalties, and remedies authorized by this ordinance, the City Engineer may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.
14. **Violations Deemed a Public Nuisance.** In addition to the enforcement processes and penalties provided in this chapter, any condition caused or permitted to exist in violation of any of the provisions of this ordinance shall be deemed to constitute a public nuisance as that term is defined in SDCL §21-10, as well as all acts amendatory thereto, and may be abated in accordance therewith.
15. **Acts Potentially Resulting in a Violation of the Federal Clean Water Act.** Any person who violates any provision of this ordinance or any provision of any requirement issued pursuant to this chapter, may also be in violation of the Federal Clean Water Act and may be subject to the sanctions of those acts including civil and criminal penalties. Any enforcement action authorized under this ordinance shall also include written notice to the violator of such potential liability.
16. All ordinances and parts of ordinances in conflict herewith are hereby repealed. (Ord 07-20; Add 08-10-07)

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

**Chapter 23.03**  
**CONSTRUCTION SITE RUNOFF EROSION AND SEDIMENT CONTROL**

**Section**

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

<a href="#">23.0300</a>	<a href="#">Purpose</a>
<a href="#">23.0301</a>	<a href="#">Permits</a>
<a href="#">23.0302</a>	<a href="#">Review and Approval</a>
<a href="#">23.0303</a>	<a href="#">Design Requirements</a>
<a href="#">23.0304</a>	<a href="#">Stormwater Pollution Prevention Plan (SWPPP)</a>
<a href="#">23.0305</a>	<a href="#">Inspection</a>
<a href="#">23.0306</a>	<a href="#">Enforcement</a>
<a href="#">23.0307</a>	<a href="#">Separability</a>

**23.0300: PURPOSE**

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

1. The construction process and the associated construction and building industries are vital to the growth, physical development, maintenance, aesthetic appearance, and protection and enhancement of properties, of the Watertown community.
2. During the construction process, soil is highly vulnerable to erosion by wind and water. Eroded soil endangers water resources by reducing water quality and causing the siltation of aquatic habitat for fish and other desirable species. Eroded soil also necessitates repair of sewers and ditches and the dredging of lakes. In addition, clearing and grading during construction cause the loss of native vegetation necessary for terrestrial and aquatic habitat.
3. The purpose of this chapter is to develop the necessary partnerships between the City and those involved in the physical development, maintenance, and enhancement of the Watertown community to safeguard persons, protect property and property values, and prevent damage to the environment of Watertown through a streamlined construction site erosion and sediment control process that fulfills the Stormwater Phase 2 requirements of the Federal Clean Water Act. This ordinance will also promote the public welfare by guiding, regulating, and controlling the design, construction, use, and maintenance of any development or other activity that disturbs or breaks the topsoil or results in the movement of earth on land in Watertown.

**23.0301: PERMITS**

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

No person shall be granted a grading permit or building permit, nor shall any person be eligible for subdivision plat approval, for land-disturbing activity until the requirements for erosion and sediment control as outlined herein and in the most current version of the *Erosion and Sediment Control Best Management Practices (BMP) Manual* are met. A Stormwater Pollution Prevention Plan (SWPPP), when required, must be accepted by the City prior to issuance of a Building Permit or an Excavation and Grading Permit, or approval and recording of a subdivision plat.

1. **Requirements by Category of Construction Site.**
  - a. Sites larger than one (1) acre of disturbed area and not part of a subdivision or common plan of development must develop and submit for acceptance a complete SWPPP including a narrative report and detailed drawings, and must implement erosion and sediment control measures as described in the BMP Manual and shown on drawings.
  - b. Sites less than one (1) acre of disturbed area and not part of a subdivision or common plan of development must implement erosion and sediment control measures as necessary to ensure that sediment does not leave the site.
  - c. Sites less than one (1) acre of disturbed area and part of a subdivision or common plan of development must implement erosion and sediment control measures following the SWPPP developed and accepted for the entire subdivision or development and as necessary to ensure that sediment does not leave the site.
  - d. Sites larger than one (1) acre of disturbed area and part of a subdivision or common plan of development must develop and submit for acceptance an abbreviated SWPPP including an abbreviated narrative report and detailed drawings and must implement erosion and sediment control measures as described in report and shown on drawings.

2. **General Requirements.** The following requirements shall apply to all sites: ([back to Chapter contents](#))

- a. Conduct all land disturbing and construction activities in a manner that effectively reduces accelerated soil erosion and reduces the movement and off site deposition of sediment and other construction related materials.
- b. Schedule construction activities to minimize the total amount of soil exposed at any given time and to minimize the period of soil exposure.
- c. Erosion and sediment controls must retain sediment on the site and prevent discharge of sediment and other construction related materials to adjacent properties and streets.
- d. In the event sediment and other construction-related materials are discharged from the site, as soon as possible but no later than the end of the work day in which the discharge occurred, the discharged materials shall be recovered, the affected properties shall be returned to the condition prior to the discharge, and the affected streets shall be swept or broomed. Street cleaning can be accomplished by a number of methods including, but not limited to, the use of mechanical street sweepers, mechanical street vacuum equipment, power brooms, or manual push brooms.
- e. Designate an area of the site for concrete washout and concrete equipment cleaning with the objective of preventing the discharge of concrete washout water and concrete equipment wash water off-site to adjacent properties and streets.
- f. Install stabilized construction site entrance/exit point(s), and direct all traffic to the stabilized construction entrance/exit point(s), prior to the delivery of any construction equipment or building materials.
- g. Preserve or establish permanent or temporary vegetation of the boulevard area of the public right-of-way.
- h. Install access barriers and down gradient perimeter erosion and sediment controls prior to the delivery of any construction equipment or building materials to protect vegetated boulevard areas and to direct construction traffic to the stabilized construction site entrance/exit.
- i. Permanent stabilization of the project with permanent vegetation and final hard surfacing shall be completed within the timeframe allowed by the associated building or grading permit.

In the case of infrastructure construction projects, final stabilization with permanent vegetation and final hard surfacing shall be completed as soon as possible following the substantial completion of infrastructure installation. Every effort shall be made to complete final stabilization of the project site prior to the end of the growing season and prior to the close of the construction season due to climatic conditions. Unusually wet or otherwise abnormal climatic conditions may be sufficient justification to delay final stabilization measures to the beginning of the following construction and growing season, but do not relieve the operator of the requirement and responsibility for implementing and maintaining temporary stabilization measures and sediment control best management practices.

3. **Adjusted Compliance.** ([back to Chapter contents](#))

Adjustments to standard compliance with the construction site erosion control planning process will be considered for any of the following; however, exempting the Owner from preparing a SWPPP or applying for a Building Permit or an Excavation and Grading Permit does not exempt the Owner from controlling erosion of soil at each construction site through the use of the techniques described in the BMP Manual:

- a. Agricultural use of land.
- b. A sidewalk or driveway.
- c. Underground utility construction if confined entirely to a hard-surfaced area and provided that runoff and erosion from soil stockpiles are properly confined and will not enter the drainage system. (Underground utility construction that is not located under hard-surfaced roads, streets, or sidewalks will be subject to site specific BMPs as described in this manual).
- d. Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.

4. **Performance Bond.** ([back to Chapter contents](#))

The applicant may be required to file with the City a letter of assurance, faithful performance bond, letter of credit, or other improvement security in an amount deemed sufficient by the City to cover all costs of improvements, landscaping, maintenance of improvements for such period as specified by the City, and engineering and inspection costs to cover the cost of failure or repair of improvements installed on the site.



**23.0302: REVIEW AND APPROVAL**

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

The appropriate staff (Urban Planner, Building Official, or City Engineer) will review each application for a grading permit, building permit, or approval and recording of a subdivision plat to determine its conformance with the provisions of this regulation. In response to receiving a complete application, the Engineering Department shall, in writing:

1. Approve the permit application;
2. Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this regulation, and issue the permit subject to these conditions; or
3. Disapprove the permit application, indicating the reason(s) and procedure for submitting a revised application and/or submission.

**23.0303: DESIGN REQUIREMENTS**

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

1. Grading, land-disturbing activity, erosion control practices, sediment control practices, and waterway crossings shall meet the design criteria set forth in the most recent version of *Erosion and Sediment Control Best Management Practices (BMP) Manual*, and shall be adequate to prevent transportation of sediment from the site to the satisfaction of the Engineering Department. Cut and fill slopes shall be no greater than 2:1, except as approved by the Engineering Department to meet other community or environmental objectives.
2. Clearing and grading of natural resources, such as forests and wetlands, shall not be permitted, except when in compliance with all other chapters of this code. Clearing techniques that retain natural vegetation and drainage patterns, shall be used to the satisfaction of the Engineering Department.
3. Clearing, except that necessary to establish sediment control devices, shall not begin until all sediment control devices have been installed and have been stabilized.

**23.0304: STORMWATER POLLUTION PREVENTION PLAN (SWPPP)**

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

1. The Stormwater Pollution Prevention Plan (SWPPP) shall include the following:
  - a. Erosion and Sediment Control Report prepared as described in the most recent version of the BMP manual.
  - b. Erosion and Sediment Control Detailed Drawing(s) prepared as described in the most recent version of the BMP manual.
2. Abbreviated Stormwater Pollution Prevention Plan (SWPPP)  
An abbreviated version of the SWPPP can be submitted for certain sites when specified in [Section 23.0301](#) and shall be prepared as described in the most recent version of the BMP manual.
3. Modifications to Stormwater Pollution Prevention Plan (SWPPP)  
Modifications to the plan shall be processed and approved or disapproved in the same manner as Section 23.0302 of this regulation, may be authorized by the Engineering Department by written authorization to the permittee, and shall include:
  - a. Major amendments of the erosion and sediment control plan submitted to the Engineering Department.
  - b. Field modifications of a minor nature

**23.0305: INSPECTION**

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

1. The Owner shall ensure that qualified personnel such as the construction site superintendent or project manager inspect the site at least once every seven (7) calendar days and within twenty four (24) hours of the end of a storm of one-half (0.5) inch precipitation or greater to confirm plan compliance. Inspections are also required after snowmelt events resulting in runoff and any event or activity resulting in surface erosion, sediment transport, or vehicle tracking of debris off of property. Action to address any problem areas found during inspection must occur as soon as possible. Such sites will be considered as potential violations until addressed. The plan shall be revised and implemented in no case later than seven (7) calendar days following the inspection.
2. The inspection shall look for evidence of or the potential for pollutants entering the drainage system or leaving the site and shall include: disturbed areas of the construction site that have not been finally stabilized;

areas used for storage of materials; structural and nonstructural control measures; and locations where vehicles enter or exit the site.

3. A report summarizing the areas inspected, name(s) and title(s) of personnel making the inspection, the date(s) of the inspection, major observations and corrective actions taken shall be made and retained as part of the plan for at least three (3) years. Such reports shall identify any incidents of noncompliance. Where an inspection does not identify any incidents of noncompliance, the report shall contain a certification that the site is in compliance with the plan and permit.

#### 23.0306: ENFORCEMENT

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

1. **Stop-Work Order; Revocation of Permit.** In the event that any person holding a grading permit, building permit, or approval and recording of a subdivision plat pursuant to this ordinance violates the terms of the permit or implements site development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the City may suspend or revoke the applicable grading, building, or subdivision permits. The City may also withhold building inspections, issue warning letters and letters of noncompliance, and coordinate with the SD DENR if a state permit is being violated.
2. **Violation and Penalties.** No person shall construct, enlarge, alter, repair, or maintain any grading, excavation, or fill, or cause the same to be done, contrary to or in violation of any terms of this ordinance. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and each day during which any violation of any of the provisions of this ordinance is committed, continued, or permitted, shall constitute a separate offense. Upon conviction of any such violation, such person, partnership, or corporation shall be subject to a fine and/or imprisonment. In addition to any other penalty authorized by this section, any person, partnership, or corporation convicted of violating any of the provisions of this ordinance shall be required to bear the expense of such restoration. In addition, any person who violates a permit condition or makes any false statement, representation, or certification, may be subject to enforcement action under SDCL §34A-2.

#### 23.0307: SEPARABILITY

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

The provisions and sections of this title shall be deemed to be separable, and the invalidity of any portion of this ordinance shall not affect the validity of the remainder. (Ord 07-30; Add 02-29-08)

**Chapter 23.04**  
**POST CONSTRUCTION STORMWATER MANAGEMENT**

**Section**

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[23.0409 Enforcement](#)

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**23.0400: PURPOSE**

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

The purpose of this ordinance is to establish minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and welfare of the public residing in watersheds within this jurisdiction. This ordinance seeks to meet that purpose through the following objectives:

1. minimize increases in stormwater runoff from any development in order to reduce flooding, siltation, increases in stream temperature, and streambank erosion and maintain the integrity of stream channels;
2. minimize increases in nonpoint source pollution caused by stormwater runoff from development which would otherwise degrade local water quality;
3. limit the total volume of surface water runoff and the increase in peak flow due to new development; and
4. limit stormwater runoff peak flow rates and volumes, soil erosion and nonpoint source pollution, wherever possible, through stormwater management controls and ensure that these management controls are properly maintained and pose no threat to public safety.

**23.0401: PERMITS**

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

1. No person shall be granted a grading permit or building permit, nor shall any person be eligible for subdivision plat approval, involving any land disturbing activity until first having met the requirements for Post Construction Stormwater Management as outlined in the *Post Construction Stormwater Management Best Management Practices (BMP) Manual* (the “Manual”), as adopted by resolution of the City Council.
2. Post construction water quality requirements outlined in the *Manual* are applicable to all sites of land-disturbing activities that affect one acre or more. In the absence of water quantity requirements set forth in a drainage master plan, additional water quantity detention requirements outlined in the *Manual* to manage post development stormwater associated with runoff events with a magnitude and return frequency of up to and including the 100-year event are applicable to those sites with land-disturbing activities greater than one acre of new impervious surface area.

**23.0402: REVIEW AND APPROVAL**

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

A designated staff member (Urban Planner, Building Official, or City Engineer) will review each application for a grading permit, building permit, or approval and recording of a subdivision plat to determine its conformance with the provisions of this regulation. Only after receiving a complete application, the Engineering Department may, in writing:

1. Approve the permit application; or
2. Approve the permit application subject to such conditions as may be necessary to secure the objectives of this regulation, and issue the permit subject to these conditions; or
3. Disapprove the permit application, indicating the reason(s) and procedure for submitting a revised application and/or submission.

**23.0403: DESIGN REQUIREMENTS**

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

1. Storm Drainage Plans shall be prepared by a Professional Engineer (PE) and shall meet the design criteria set forth in the *Manual*, however, the Public Works Committee may grant variances to the adopted criteria that may be less restrictive than the Manual to facilitate development while meeting community or environmental objectives. Any decision by the Public Works Committee will be final.
2. Storm Sewers and Open Channel Flow shall be designed by a Professional Engineer (PE) and shall meet the design criteria set forth in the *Manual*, however, the Public Works Committee may grant variances to the adopted criteria that may be less restrictive than the Manual to facilitate development while meeting community or environmental objectives. Any decision by the Public Works Committee will be final.
3. Post Construction Water Quality BMPs shall be designed by a Professional Engineer (PE), or a Certified Professional in Stormwater Quality (CPSWQ) and shall meet the design criteria set forth in the *Manual*, however, the Public Works Committee may grant variances to the adopted criteria that may be less restrictive than the Manual to facilitate development while meeting community or environmental objectives. Any decision by the Public Works Committee will be final.
4. A Stormwater Pollution Prevention Plan (SWPPP), when required, shall be prepared by a Professional Engineer (PE), or a Certified Professional in Erosion and Sediment Control (CPESC), or a Certified Professional in Stormwater Quality (CPSWQ), or a professional landscape architect in accordance with Chapter 23.03 and with the *Erosion and Sediment Control Best Management Practices (BMP) Manual*, as adopted by resolution of the City Council.

**23.0404: FINAL STABILIZATION REQUIREMENTS**

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

The construction site SWPPP must be submitted with the final design describing the stabilization and management techniques to be used at a site during construction and after construction is completed. Final site stabilization will be accomplished by installing hard surface or porous pavement on those areas minimally necessary for vehicular and pedestrian ingress and egress, driving, parking, loading/unloading, and maneuvering; by vegetating the remainder of the disturbed areas of the site; and by employing other stabilization and management techniques as may be required to address unique site conditions. The Public Works Committee may grant variances to the final site stabilization requirements that may be less restrictive than the Manual to facilitate development while meeting community or environmental objectives. Any decision by the Public Works Committee will be final. The SWPPP will explain through text and illustrations erosion and sediment control best management practices that will be employed on a temporary and permanent basis during construction and upon the completion of construction. The SWPPP will include and identify specific permanent post construction best management practices including, but not limited to:

1. The minimal areas that will be stabilized with hard-surface pavement or porous pavement;
2. The areas to be stabilized with vegetation and other erosion control and management techniques;
3. The party responsible for inspection and maintenance of the permanent stabilization best management practices;
4. Frequency of inspections and required maintenance activities.

In the case of land-disturbing activities that disturb an acre or more, temporary and/or final stabilization measures shall be initiated as soon as possible, but in no case later than fourteen (14) days, after the land disturbing activity in that portion of the site has temporarily or permanently ceased. Re-stabilization efforts should be consistent with, and must meet the erosion and sediment control objectives set forth in Chapter 23.03 and the *Erosion and Sediment Control Best Management Practices (BMP) Manual*.

**23.0405: INSPECTION**

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

The applicant must submit their notice of intent to the City fifteen (15) calendar days prior to the commencement of construction. All storm sewers, open channel drainage ways, post construction water quality BMPs, and any other element of the stormwater management system shall be subject to inspection by the staff appointed by the City Engineer, and shall be certified by a professional engineer or CPSWQ who has been approved by the jurisdictional stormwater authority that construction has taken place in accordance with all applicable permit conditions and approved technical specifications. All inspections shall be documented and written reports prepared that contain the following information:

1. The date and location of the inspection;



2. Whether construction is in compliance with the approved stormwater management plan;
3. Acceptable variations from the approved construction specifications;
4. Any instances of permit noncompliance, or construction that does not conform to the objectives of approved technical specifications.

If any violations are found, the property owner shall be subject to enforcement provisions in [Section 23.0409](#).

#### **23.0406: AS-BUILT PLANS, CERTIFICATION OF CONFORMANCE, FINAL INSPECTION**

1. All applicants are required to submit actual "as-built" plans for any stormwater management practices located on site within sixty (60) calendar days after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be certified by a professional engineer.
2. A final inspection by the City is required before acceptance of a Notice of Termination, Notice of Final Stabilization, or the release of any required performance securities can occur. Final inspection by the City shall take place only after construction is complete and final stabilization of the site has been achieved. For purposes of this section, final stabilization means all land disturbing activities at the site have been completed, paved surfaces have been installed, non-vegetative permanent stabilization and management techniques (such as, but not limited to, riprap, gabions, geotextiles) have been employed, and a uniform perennial vegetative cover with a density of seventy percent (70%) of the native cover has been established for nonpaved areas not otherwise stabilized with other permanent stabilization and management techniques.

#### **23.0407: CITY'S RIGHT OF ENTRY**

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

Any permit issued by the City subsequent to this section, and accepted by the permit applicant, grants the City and the City's contractors and agents the future and perpetual right of entry onto the property at reasonable times and in a reasonable manner for the following purposes:

1. inspection during construction of stormwater management facilities and post construction best management practices;
2. periodic inspection of stormwater management facilities and post construction best management practices to ensure continued compliance of this section and maintenance of the facilities and practices;
3. to investigate, and address as necessary including abatement, allegations that a violation of this ordinance is occurring or has occurred;
4. the abatement of a public nuisance in the event that on site stormwater management facilities and post construction best management practices become a danger to public safety or public health;
5. to correct a violation of the design standards in the event the applicant, subsequent property owner, or other responsible party fails or refuses to properly construct the stormwater management facilities and post construction best management practices or to conduct maintenance activities.

#### **23.0408: DESIGN, CONSTRUCTION, ENGINEERING, AND MAINTENANCE RESPONSIBILITIES**

1. **Individual Stormwater Management Facilities.** As used herein, an individual stormwater management facility is defined as a stormwater management facility that serves one or more properties under one ownership and is designed to accommodate stormwater runoff quantity and/or quality. A Maintenance Agreement by and between the City of Watertown and the applicant shall be executed contemporaneously with the issuance of any building permit, grading permit, or approval of a subdivision plat issued after the effective date of this title. The Maintenance Agreement shall establish the applicant's responsibility for design, construction, and engineering costs of individual stormwater management facilities and best management practices. The Maintenance Agreement shall include a list or exhibit of stormwater management facilities and post construction best management practices employed on the site, an inspection schedule and checklist, and a schedule of anticipated regular maintenance items and activities. The Maintenance Agreement shall grant the City the right of access and entry to ensure any stormwater management facility or post construction best management practice was constructed in compliance with the approved construction specifications and continues to function properly. The applicant shall be responsible for the design, construction, engineering and maintenance of an individual stormwater management facility. The Maintenance Agreement shall run with the land and shall be recorded with the Codington County Register of Deeds. In the event an individual stormwater management facility provides a public benefit or is of

sufficient size or character that it cannot be reasonably maintained by the applicant; the applicant may request the City take title to the individual stormwater management facility at no cost to the City; the City shall thereafter be responsible to perform ongoing maintenance. (Clerical Edit per § 22.0106, 2-5-21)

2. **Regional Stormwater Management Facilities.** As used herein, a regional stormwater management facility is defined as any stormwater management facility that is not an individual storm water management facility, including stormwater management facilities that serve properties under more than one ownership, and is designed to accommodate stormwater runoff quantity and/or quality. The City shall acquire the land on which a regional stormwater management facility will be located. In acquiring land for any regional stormwater management facility, the City will pay appraised value. The appraisal will be completed by a licensed South Dakota appraiser and paid for by the applicant. The City may elect to commission a separate appraisal, at the City's expense. In the event two appraisals are completed; the purchase price shall be the average of the two appraisals. The purchase price shall include the cost of any study, including water studies, commissioned by the applicant and related to stormwater management facilities.

After the land for a regional stormwater management facility is acquired, the City shall design, construct, engineer, and maintain the regional stormwater management facility. Any costs associated with the acquisition of land, construction, engineering, or maintenance of a regional stormwater management facility may be assessed against all landowners served by the regional stormwater management facility in proportion to each landowner's percentage ownership of the total watershed acreage served by the regional stormwater management facility.

3. **Inspection of Stormwater Facilities.** The City may conduct inspections of on-site stormwater management facilities and post construction best management practices including, but not limited to:
  - a. periodic inspections (random and/or routine);
  - b. inspections based upon complaints or other notice of possible violations;
  - c. joint inspections with other agencies inspecting under environmental or safety laws.
4. **Inspections may include,** but are not limited to:
  - a. reviewing inspection, maintenance and repair records;
  - b. sampling discharges, surface water, groundwater, and material or water in drainage control facilities;
  - c. and evaluating the condition of drainage control facilities and other stormwater treatment practices.
5. **Records of Inspection and Maintenance Activities.** Parties responsible for the inspection and maintenance of any stormwater management facility and on-site post construction best management practices shall make records of the inspection and maintenance and shall retain minimally an electronic version of the records for at least three (3) years. These records shall be made available to the City during inspection of the facility and at other reasonable times upon request.

#### 23.0409: ENFORCEMENT

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

1. **Stop-Work Order; Revocation of Permit.** In the event that any person holding a grading permit, building permit, or approval and recording of a subdivision plat pursuant to this ordinance violates the terms of the permit or implements site development in such a manner as to adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site so as to be detrimental to the public welfare or injurious to property or improvements in the neighborhood, the City may suspend or revoke the applicable grading, building, or subdivision permits. The City may also withhold building inspections, issue warning letters and letters of noncompliance, and coordinate with the SD DENR if a state permit is being violated.
2. Any person who violates a permit condition or makes any false statement, representation, or certification, may be subject to enforcement action under SDCL §34A-2.

#### 23.0410: SEPARABILITY

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

The provisions and sections of this ordinance shall be deemed to be separable, and the invalidity of any portion of this ordinance shall not affect the validity of the remainder. (Ord 08-03; Add 05-16-08)



# City Council

## Agenda Item

**Subject:** Authorize the City Manager to apply and accept a 2024 grant through the Land and Water Conservation Fund (LWCF) MATCH grant program in the amount of \$250,000.00 for the McKinley Inclusive Playground Project.

**Meeting:** City Council - Mar 04 2024

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

---

### BACKGROUND INFORMATION:

This resolution communicates to the granting agency the willingness of the governing body to support the grant request and is a requirement to apply.

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### FINANCIAL IMPACT:

There are no immediate financial implications of this action.

Financial obligations from the City will only occur if the project is funded by the granting agency. If successful the City, along with any funding partners will be responsible for at least 50% of the project cost.

Currently \$250,000 is designated in the Capital Improvement Plan in 2025 for this playground project and would be used as a part of the required match. It is anticipated that the Optimist Club will provide additional support up to \$100,000.

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### SUGGESTED MOTION:

I move to authorize the City Manager to apply and accept a 2024 grant through the Land and Water Conservation Fund (LWCF) MATCH grant program in the amount of \$250,000.00 for the McKinley Inclusive Playground Project.

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### STAFF REFERENCE(S):

Dusty Rodiek, Tammy Lowe

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### ATTACHMENT(S):

[2024 LWCF Resolution of Support](#)

RESOLUTION NO. 24-09

Land and Water Conservation Fund (LWCF) Grant Application

WHEREAS, the United States of America and the State of South Dakota have authorized the making of grants from the Land and Water Conservation Fund (LWCF) to public bodies to aid in financing the acquisition and/ or construction of specific outdoor recreation projects.

NOW, THEREFORE BE IT RESOLVED:

1. The Mayor/City Manager is hereby authorized to execute and file an application on behalf of the City of Watertown with the National Park Service, U.S. Department of the Interior, through the State of South Dakota, Department of Game, Fish and Parks, Division of Parks and Recreation, for an LWCF grant to aid in financing the McKinley Inclusive Playground Project for the City of Watertown, South Dakota, and its Environs.
2. That Mayor/City Manager is hereby authorized and directed to furnish such information as the above mentioned federal and/or state agencies may reasonably request in connection with the application which is hereby authorized to be filed.
3. That the City of Watertown and participating partners shall provide a minimum of 50% of the total cost of the project; and will assume all responsibility in the operation and maintenance of the project upon completion of construction, for the reasonable life expectancy of the facility.

The undersigned duly qualified and acting Finance Officer of the City of Watertown does hereby certify: That the attached Resolutions is a true and correct copy of the Resolution, authorizing the filing of application with the National Park Service as regularly adopted at a legally convened meeting of the City of Watertown duly held on the 4<sup>th</sup> day of March, 2024, and further that such Resolution has been fully recorded in the journal of proceedings and records in my office.

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 resolution to be duly passed and adopted.

I hereby certify that Resolution No. 24-09 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Watertown

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

ATTEST:

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





# City Council

## Agenda Item

**Subject:** Authorize the City Manager to apply and accept a 2024 grant through the State of South Dakota, Department of Game, Fish and Parks MATCH grant program in the amount of \$250,000.00 to aid in financing recreational trail system repairs for the City of Watertown, SD and its Environs.

**Meeting:** City Council - Mar 04 2024

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

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### BACKGROUND INFORMATION:

This resolution communicates to the granting agency the willingness of the governing body of Watertown to support the grant request and is a requirement to apply.

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### FINANCIAL IMPACT:

There are no immediate financial implications of this action.

Financial obligations from the City will only occur if the project is funded by the granting agency. If successful the City, will be responsible for at least 20% of the total project cost.

Currently \$350,000 is designated annually in the Capital Improvement Plan for trail repairs/development. A portion of these funds would be utilized to satisfy the required City match.

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### SUGGESTED MOTION:

I move to authorize the City Manager to apply and accept a 2024 grant through the State of South Dakota, Department of Game, Fish and Parks MATCH grant program in the amount of \$250,000.00 to aid in financing recreational trail system repairs for the City of Watertown, SD and its Environs.

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### STAFF REFERENCE(S):

Dusty Rodiek, Tammy Lowe

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### ATTACHMENT(S):

[2024 RTP Res. of Support](#)

RESOLUTION NO. 24-08

Recreational Trails Program Grant Application

WHEREAS, the United States of America and the State of South Dakota have authorized the making of grants from the Recreational Trails Program to public bodies to aid in financing the development, construction and/or repairs of recreational trails.

NOW, THEREFORE BE IT RESOLVED:

1. The Mayor/City Manager is hereby authorized to execute and file an application on behalf of the City of Watertown with the National Park Service, U.S. Department of the Interior, through the State of South Dakota, Department of Game, Fish and Parks, Division of Parks and Recreation, for an RTP grant to aid in financing recreational trail system repairs for the City of Watertown, South Dakota, and its Environs.
2. That Mayor/City Manager is hereby authorized and directed to furnish such information as the above mentioned federal and/or state agencies may reasonably request in connection with the application which is hereby authorized to be filed.
3. That the City of Watertown shall provide a minimum of 20% of the total cost of the project; and will assume all responsibility in the operation and maintenance of the project upon completion of construction, for the reasonable life expectancy of the trail.

The undersigned duly qualified and acting Finance Officer of the City of Watertown does hereby certify: That the attached Resolutions is a true and correct copy of the Resolution, authorizing the filing of application with the National Park Service as regularly adopted at a legally convened meeting of the City of Watertown duly held on 4<sup>th</sup> day of March, 2024, and further that such Resolution has been fully recorded in the journal of proceedings and records in my office.

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 resolution to be duly passed and adopted. I hereby certify that Resolution No. 24-08 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Watertown

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

ATTEST:

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



# City Council

## Agenda Item

**Subject:** Authorization for the City Manager to execute a Prairie Lakes Ice Arena Sponsorship Agreement with Duininck Inc.

**Meeting:** City Council - Mar 04 2024

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

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**BACKGROUND INFORMATION:**

Sponsorship agreement signed by Duininck Inc. for a scoreboard located at the Prairie Lakes Ice Arena.

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**SUGGESTED MOTION:**

I move to approve Authorization for the City Manager to execute a Prairie Lakes Ice Arena Sponsorship Agreement with Duininck Inc.

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**ATTACHMENT(S):**

[Duininck Inc. Sponsorship Agreement](#)

**SPONSORSHIP AGREEMENT  
FOR  
PRAIRIE LAKES ICE ARENA  
SCOREBOARD**

**1. Parties.**

This Sponsorship Agreement (this "Agreement") is entered into by and between the City of Watertown, South Dakota, a municipal corporation (the "City"), and Duininck Inc. (collectively the "Sponsor"), to be effective on the last date of signature below (the "Effective Date").

**2. Term.**

This Agreement shall be effective on the Effective Date, however, Sponsorship Rights shall commence on the date the Prairie Lakes Ice Arena is open for public use and shall terminate on the same date 60 months thereafter, unless this Agreement is terminated earlier pursuant to the provisions hereof (the "Term").

**3. Sponsorship Rights.**

- a. Sponsor shall be an advertiser at the Prairie Lakes Ice Arena (the "Ice Arena"). Except as otherwise set forth herein, Sponsor's advertisement material will be displayed during normal hours of operation and at all public events held at the Ice Arena during the Term. The sponsorship rights granted pursuant to this Agreement (the "Sponsorship Rights") are set forth in Exhibit A, attached hereto and incorporated herein by this reference.
- b. Notwithstanding any other provisions of this Agreement, Sponsor acknowledges and agrees that City, Ice Arena Tenants, Third-party Promoters and/or Licensees may be entitled to sell sponsorships, nonpermanent advertising, and promotional rights for games and events at the Ice Arena. Sponsor acknowledges and agrees that, unless otherwise set forth in Exhibit A, Ice Arena Tenants, Third-party Promoters and/or Licensees are entitled to sell advertising for their games and/or events at the Ice Arena, which advertising may be within the same business category as Sponsor.
- c. Notwithstanding anything herein to the contrary, the City reserves the right, in its reasonable discretion, to cover, remove, or not illuminate Sponsor signage and not include the Sponsor in promotional material during Ice Arena events that are not controlled by the City, if required to do so pursuant to any written contracts or agreements entered into by the City with any unrelated third parties for use of the Ice Arena; provided, however, the City will use commercially reasonable efforts to not be required to cover, remove or not illuminate such signage; and provided further, however, if the City learns or determines Sponsor signage must be covered, removed or not illuminated for any Ice Arena event not controlled by City, the City will promptly notify the Sponsor so the Sponsor may attempt to negotiate to obtain the rights not to have such signage covered, removed or not illuminated. Examples of events not controlled by the City where Sponsor signage may be required to be covered, removed, or not illuminated include specific organization sponsored events, religious events and youth events.



If, after use of such efforts, the City reasonably and in good faith determines the Sponsor signage must be covered, removed, or not illuminated, then the City will exercise due care in the removal or covering of, or disconnecting the electricity illuminating Sponsor signage and in replacing or uncovering, or reconnecting the electricity so as to illuminate, the Sponsor signage, and will be responsible for any and all damage to or loss of any such signage. The Sponsor's signage will be replaced, uncovered or illuminated, as applicable, at no cost to the Sponsor, as soon as reasonably possible following the conclusion of the event for which removal, coverage or disconnection of electricity for illumination purposes is required.

**4. Compensation.**

Sponsor shall pay to the City an annual fee for the Sponsorship Rights. The compensation schedule relating to the Sponsorship Rights is set forth in Exhibit A, attached hereto and incorporated herein by this reference. Sponsor represents and warrants to the City that it has not entered into and is not subject to any agreement, arrangement, or understanding with any individual or entity whereby such individual or entity is entitled to a fee or commission with respect to any amount payable under this Agreement.

**5. Advertisement Material.**

- a. The content and form of all advertising, sponsorship, and promotional material under this Agreement (the "Advertisement Material") shall be subject to the prior written approval of the City, which approval shall not be unreasonably withheld or delayed. It shall be deemed reasonable for the City to reject, in whole or in part, any Advertisement Material that it, in its sole discretion, determines is inconsistent with this Agreement or the best interests of the Ice Arena or may violate the rights of others. Moreover, the parties hereto agree and understand that there exists an agreement with the Prairie Lakes Health Care System for the naming rights of the Ice Arena a/k/a Ice Center, as well as restrictions on interior and exterior advertising, signage or other advertisements, sponsorships and promotional materials. The parties hereto agree that such Agreement controls the application of this agreement.
- b. Unless otherwise set forth in Exhibit A, Sponsor shall pay the initial costs of construction and installation of the Advertisement Material. Sponsor shall also pay the costs of any subsequent change in the Advertisement Material.
- c. All positioning and placement of the Advertisement Material is at the sole discretion of the City, subject to the terms of this Agreement. Except as specifically provided herein, in no event will any adjustment, replacement, or refund be made because of the position or placement of any Advertisement Material.
- d. Sponsor shall be responsible for adhering to all deadlines imposed by the City with respect to the submission of Advertisement Material. Sponsor shall be responsible for checking the copy of all Advertisement Material for accuracy and providing the City with prompt written notice of errors or changes within the applicable deadlines. The City shall not be liable (for consequential damages or otherwise, whether or not foreseeable) to Sponsor for any errors or

omissions relating to any Advertisement Materials. The City shall make no change in the content of any Advertisement Materials without the consent of Sponsor.

- e. No contest of any nature shall be part of any Advertisement Material unless Sponsor shall first submit full details thereof in writing to the City, and the City shall approve of such contest, which approval shall not be unreasonably withheld or delayed.
- f. Advertisement Material shall contain: (i) no misleading, unwarranted, exaggerated, or doubtful claims or statements, and Sponsor guarantees the truth of all claims and statements made in all Advertisement Materials; (ii) no infringement of another person's or entity's rights, whether by plagiarism, copyright or trademark infringement, or otherwise; (iii) no disparagement of any competitor or any competitor's goods or services; (iv) no statements or announcements that are slanderous, obscene, profane, vulgar, repulsive, or offensive, either in theme or in treatment; and (v) no mention by name of other generally advertised products or services.

**6. Legal Compliance.**

The provisions of this Agreement and the rights herein granted are and shall be subject to applicable federal, state, and municipal laws and regulations and all actions of governmental bodies.

**7. Rights of Refusal.**

Notwithstanding anything in this Agreement to the contrary, the City reserves the right to refuse to publish or display any Advertisement Material or portion thereof, and the right to cause to be interrupted any of the same while in progress, if the City reasonably and in good faith determines that such Advertisement Material is of substandard technical quality or not in conformity with generally accepted standards of good taste in the local community; provided, however, that in any such event, the City shall notify Sponsor within a reasonable time stating the reason for such refusal or interruption.

**8. Indemnification.**

- a. Sponsor hereby agrees to defend, indemnify, and hold harmless the City from and against any and all loss, liability, damage, claim, demand, and/or expense (including, without limitation, reasonable attorneys' fees and expenses) arising out of or relating to: (i) the character, content, or subject matter of any advertising, sponsorship, or promotional material published or displayed pursuant to this Agreement, including, without limitation, any violation or alleged violation or infringement or alleged infringement of any copyright, trademark, trade name, or other proprietary right or any claim for libel, slander, unfair or illegal trade practice, unfair or illegal competition, or invasion or violation of any right of privacy; or (ii) the negligence or willful misconduct of Sponsor.
- b. The City's acceptance or approval of any Advertisement Material shall not affect Sponsor's indemnification obligations under this Agreement.

- c. Notwithstanding any other provision of this Agreement, all indemnification provisions of this Agreement shall survive the expiration or termination of this Agreement.

**9. Film/Video Productions.**

Sponsor hereby acknowledges that the Ice Arena may be rented or used for the production of motion pictures, films, and/or videos (each a "Film") and hereby consents to such use. Sponsor recognizes that, in connection with the production of a Film, its signage may be required to be covered, shrouded, or not operated, and Sponsor hereby consents thereto. In the event that Sponsor's signage is not required to be covered, shrouded, or not operated in connection with the production of a Film, and provided that Sponsor shall not be required to pay any fee or charge in connection with the production, distribution, or exhibition of the Film, Sponsor hereby releases all claims arising from the exhibition or appearance of Sponsor's signage in a Film that is produced pursuant to a contract with the City; provided, however, that such signage may be exhibited or appear in such Film only with Sponsor's prior written consent and in the absence of such consent, such signage shall be covered, shrouded, or not operated in connection with such Film.

**10. Force Majeure.**

- a. If the City shall be temporarily prevented, in whole or in part, from performing its obligations hereunder by virtue of any cause beyond its reasonable control (including, without limitation, any act of God, emergency, war, act of terrorism, accident, player strike, referee strike, labor difficulty, legal restriction, government action, or mechanical difficulty, each such cause being a "Force Majeure Event"), then the City's obligations under this Agreement shall be excused for a period of time equal to the period during which it shall have been prevented from performing. In no event shall Sponsor be entitled to any damages, payment, or remedy hereunder as a result of any such Force Majeure Event.
- b. If any Force Majeure Event makes it permanently impractical or impossible for the City to fulfill its obligations under this Agreement, the City shall give prompt written notice thereof to Sponsor, and, as of the date of such written notice, this Agreement shall terminate and the parties hereto shall be relieved from further performance hereunder. If this Agreement is so terminated, then Sponsor shall be entitled to an adjustment of the amounts previously paid hereunder for that portion of the Term that remains.

**11. Default.**

In the event Sponsor (i) files any petition in bankruptcy, (ii) makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act or (iii) becomes subject to the appointment of a receiver or trustee for itself or any of its property, then the City shall be entitled to terminate this Agreement effective immediately upon notice of termination delivered in writing to Sponsor. Other than as set forth in the immediately preceding sentence, in the event of a default by either party in the performance of any of the terms of this Agreement (except as provided in Section 10 above), which default shall not have been remedied within 3 business days (in the event of a payment default) or 10 business days (in the event of any other default) after notice of the default has been delivered to the defaulting party, the non-defaulting party may, in addition and

without prejudice to any other remedies that may, under the circumstances, be available to it, terminate this Agreement effective immediately upon notice of termination delivered in writing to the other party.

**12. Relationship of the Parties.**

The relationship of the parties hereto shall be that of independent contractors and nothing herein shall be construed to create or imply an employer/employee, agency, joint venture, partnership, or other relationship, it being acknowledged that each of the parties is engaged in its own separate and distinct business and is not under the control of the other party in the performance of the agreements herein contained. Sponsor has made no payment directly or indirectly to any elected official, officer, or employee of the City or of any public trust where the City is a beneficiary of money or any other thing of value to procure this Agreement.

**13. Support.**

Sponsor agrees that it shall use its good faith reasonable efforts to support the Ice Arena and encourage the use of Ice Arena facilities. Each party shall cooperate in good faith in effectuating the provisions of this Agreement and considering any proposals of the other.

**14. Governing Law.**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota, without regard to conflicts of law principles. The parties agree that venue of any legal action arising out of this Agreement or incident thereto shall be proper in a court of competent jurisdiction in Codington County, South Dakota and each party waives any objection to the personal jurisdiction of state court located in Codington County, South Dakota.

**15. Entire Agreement; Amendment.**

This Agreement constitutes the entire agreement of the parties hereto, and supercedes all prior oral or written representations and agreements, if any, of the parties with respect to the subject-matter hereof. No waiver or amendment of any of the terms of this Agreement shall be binding or enforceable unless in writing and executed by the parties hereto.

**16. Notices.**

All notices permitted or required hereunder shall be given in writing and shall be addressed to the parties at their respective addresses as set forth below their signatures (or to such other address as the notifying party shall have been informed pursuant to this Section 16 by the recipient party), shall be actually delivered in person, overnight delivery service, or sent postage prepaid by registered or certified mail with return receipt requested, and shall be deemed effective upon delivery or 5 business days after such mailing.



17. **Binding Effect; Assignment.**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Sponsor may not assign any of its rights and obligations under this Agreement without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

18. **Severability.**

If any provision of this Agreement conflicts with any applicable statute, regulation, or rule of law, then such provision shall be deemed to be null and void to the extent that it is in conflict therewith, but without invalidating such provision in any other circumstance or any of the other provisions contained in this Agreement.

19. **Headings.**

The section headings herein are for convenience of reference only and are not part of and shall not affect the construction of this Agreement.

20. **Counterparts.**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together form one agreement.

21. **Retention of Rights.**

Except as specifically provided by this Agreement, Sponsor does not obtain by virtue of this Agreement any right, title, or interest in the Ice Arena or any of the trademarks used in the Ice Arena, nor does this Agreement give Sponsor the right to use, refer to, or incorporate in marketing or other materials any name, logo, trademark, or copyright used by the Ice Arena without the prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below to be effective on the date of execution by the City.

**CITY OF WATERTOWN**

**Duininck Inc.**

\_\_\_\_\_  
Amanda Mack, City Manager      1/1/\_\_\_\_  
Date

\_\_\_\_\_  
Tony Globes      1/31/24  
Date

**ATTEST:**

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

ADDRESS FOR MAILING NOTICE:

City of Watertown  
Attn: Dusty Rodiek, Dir. Park & Rec  
23 2<sup>nd</sup> Street NE  
Watertown, SD 57201

ADDRESS FOR MAILING NOTICE:

EXHIBIT A

Duininck Inc. shall have the Founding Partnership Package

Payments shall be made to the order of "City of Watertown" as follows:

First payment of \$2,500 to be made within 10 days from the date of installation of the signage which will be approximately January 2024.

\$2,500 paid annually each year following the date of installation for the remainder of the term.



# City Council

## Agenda Item

**Subject:** Approval of Bid Award for 95-gallon solid waste containers, via H-GAC contract RC01-21 to Otto Environmental Systems, NA, Inc., in the Amount of \$73,413.27.

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

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### **BACKGROUND INFORMATION:**

The Solid Waste Collection Division budgets to purchase solid waste containers annually.

This proposed purchase for 95-gallon solid waste containers meets the City of Watertown specifications, meeting the statutory bid requirements for materials or supplies over \$25,000.

Seven companies provided quotes for containers, either via Sourcewell contract pricing or H-GAC (Houston-Galveston Area Council Cooperative Purchasing) contract pricing. Four of the proposer's containers met City specifications.

The cost (freight included) of the containers meeting City specifications ranged from \$55.49 up to \$62.77 per container. The Otto Environmental Systems pricing is the lowest cost of the four proposals meeting specifications.

This purchase is for 630 Municipal Solid Waste (Blue) containers, 378 Yard Waste (Green) containers and 315 Recycling (Tan) containers.

---

### **FINANCIAL IMPACT:**

The funding for these containers has been allocated from the Capital Improvement Plan; accounts 605-432.30-43611 and 605-432.45-43682 in the amount of \$89,600.00. The cost of this purchase is \$73,413.27 which comes in with \$16,186.73 remaining in the Capital Improvement accounts for the pending bid award for additional 300-gallon and 450-gallon refuse containers.

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### **SUGGESTED MOTION:**

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

I move to approve a Bid Award for 95-gallon solid waste containers, via H-GAC contract to Otto Environmental Systems, NA, Inc., in the Amount of \$73,413.27.

**STAFF REFERENCE(S):**

Heath VonEye, Scott Davis

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**ATTACHMENT(S):**

[95 Gallon Containers - Bid Tab](#)

[Watertown Container Art - Mock Up](#)





<b>Equipment Bid:</b>	95 Gallon Containers
<b>Opened At:</b>	Bid Quotes Sent By Email
<b>Date:</b>	January 16, 2024

<b>Bidder Name</b>	<b>Amount of Bid</b>	<b>Comments</b>
Otto Environmental Systems NA, Inc. Charlotte, NC	\$55.49	Otto MSD 95M H-GAC Contract RC01-21
Rehrig Pacific Company Pleasant Prairie, WI	\$56.69	ROC-95 EG Sourcewell Contract Number 041521-REH <b>DOES NOT MEET SPEC - WIND SPEED</b>
Schaeffer Plastics North America, LLC Charlotte, NC	\$59.75	Schaefer USD95M H-GAC Contract RC01-21
IPL Inc. Saint Damien, Quebec	\$62.67	70270 Omnicart 95 H-GAC Contract RC01-21
Northern Truck Equipment Corp. Sioux Falls, SD	\$62.77	Cascade Sterling 96 Sourcewell Contract Number 041521-CEI
Toter, LLC Statesville, NC	\$54.86	79296 Universal/Nestable 96 Gallon Cart Sourcewell Contract Number 041521-TOT <b>DOES NOT MEET SPEC - 0.6 pounds below</b>
Schaeffer Plastics North America, LLC Charlotte, NC	\$59.75	Schaefer USD95Q H-GAC Contract RC01-21 <b>DOES NOT MEET SPEC</b>

978	71	71	-	F	S0	Y	C	0	0	0	H	0	-	WATERTNSD	T	01
Cart Style	Base Color	Lid Color		Lid Type	Wheel Type	Axle	Metal Bar	Lock Mech	Ring / Slot	Vents	Base #1 Graphic	Lid #1 Graphic		Cart Name (9 characters)	Cart Type	Seq. Number



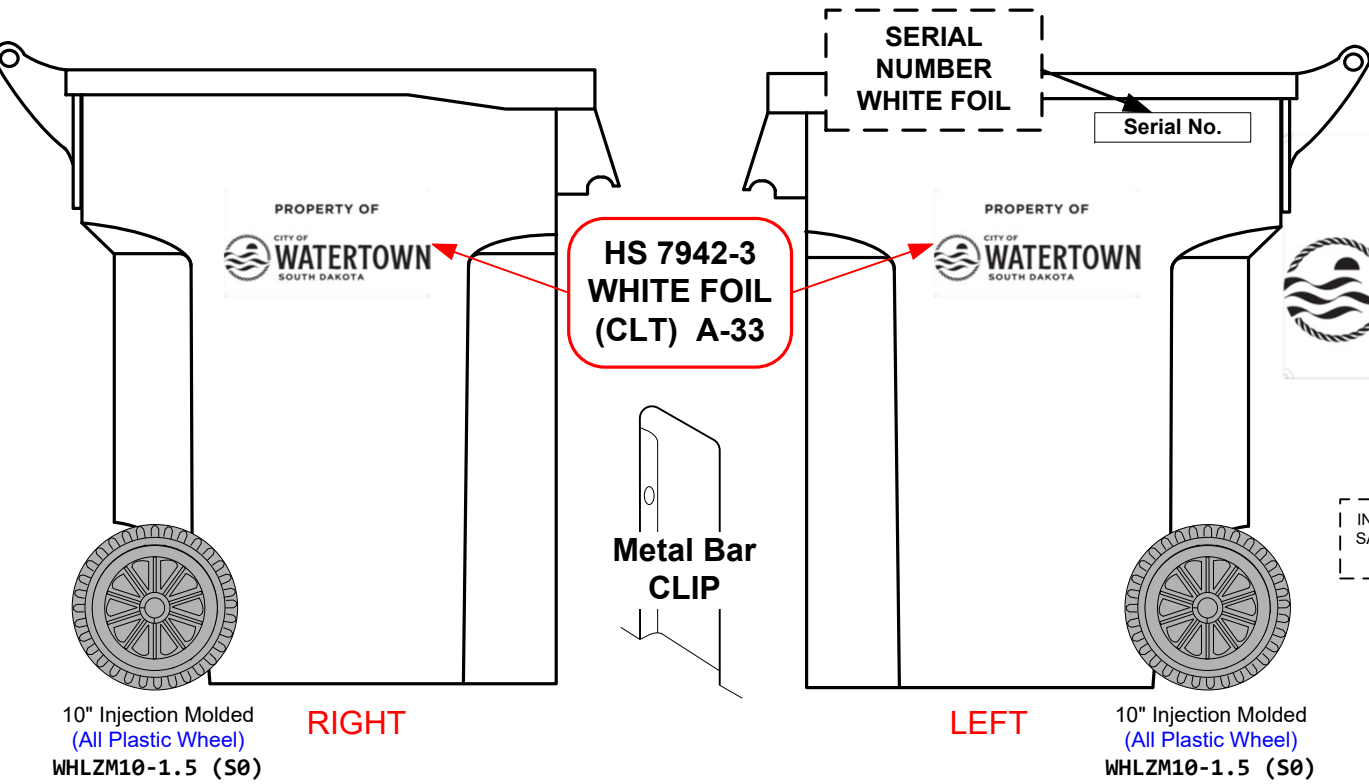
Cart Style	95 Gal Millennium	City of Watertown SD													
Color Base	Medium Blue (71)		Metal Bar (Clip)			Bib			1 Handle						
Color Lid	Medium Blue (71)		Wheels		10" Inj. Molded 1.5			Axle		RED					

CUSTOMER APPROVAL

Approved By:

Date:

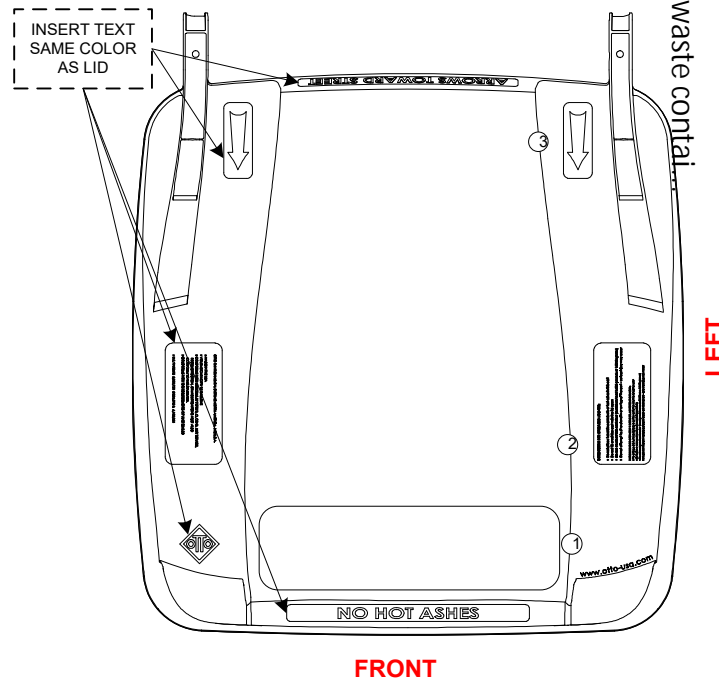
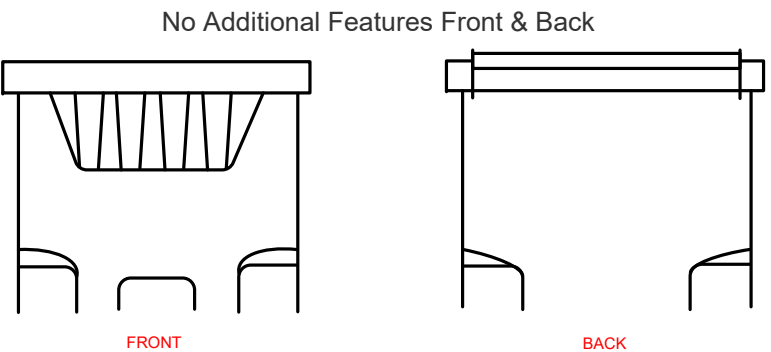
Fax signed approval to: 704-588-898



TOP

↑

- PLEASE CHECK:
- ☐ Cart Model/Size
  - ☐ Base Color
  - ☐ Lid Color
  - ☐ Bar Style
  - ☐ Wheel type/size
  - ☐ Base graphics
  - ☐ Lid graphics
  - ☐ Serial location
  - ☐ Foil Color
  - ☐ RFID



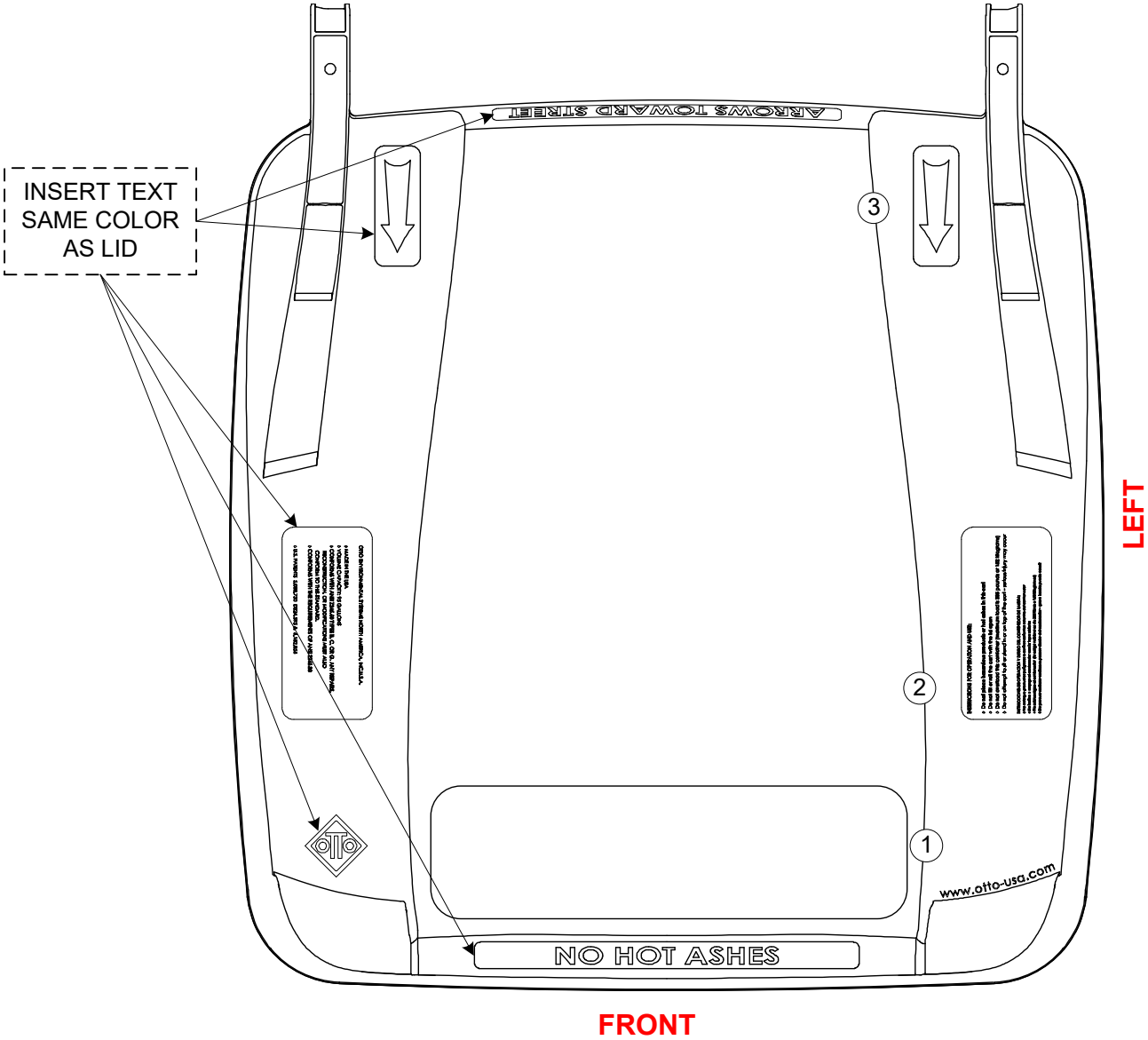
972	71	F	-	LID	0	0	0	-	WATERTNSD	T	01	City of Watertown SD				Agenda Item 7. (i) Approval of Bid Award for 95-gallon solid waste contain...
Lid Style	Lid Color	Lid Type			Lock Mech	Ring / Slot	Lid #1 Graphic		Cart Name (9 characters)	Cart Type	Seq. Number	Color Lid	Medium Blue (71)		1 Handle	

CUSTOMER APPROVAL

Approved By:

Date:

Fax signed approval to: 704-588-8981





## City Council

### Agenda Item

**Subject:** Approval of Bid Award for two (2) 2024 Battle Motors automated waste collection trucks, via Sourcewell contract to McNeilus Truck & Manufacturing, in the Amount of \$794,510.00, and declaration of surplus of unit P162 2017 Peterbilt refuse truck to dispose as trade-in unit valued at \$70,000.

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

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#### **BACKGROUND INFORMATION:**

McNeilus Truck and Manufacturing. is a vendor located in Dodge Center, MN that is approved to sell equipment off of Sourcewell bids. Staff is requesting that the council approve the bid award for 2 (2) new 2024 Battle Motors automated waste collection trucks with McNeilus Zero Radius bodies, from McNeilus Truck and Manufacturing via a Sourcewell bid, Contract #110223-MCN.

Seven (7) total bids were received for evaluation. Primary consideration by Solid Waste staff was given to the following criteria - Price, net of trade-in. Truck & body history of reliability & maintenance costs with the department meeting our bid spec details. Can the equipment be sourced in 2024? End of life resale value.

All but one (1) of the bids were eliminated by a combination of either the truck and/or the refuse body being unreliable or excessive maintenance costs with the department, and/or delivery could not be accomplished in 2024.

Net of trade-in allowance, the bids received ranged from \$694,224.00 to \$751,202.00. The Battle Motors / McNeilus body trucks placed 3rd lowest of the seven (7) bids received, met all our bid specs and was the only truck/body combination that could be sourced in the 2024 calendar year.

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#### **FINANCIAL IMPACT:**

The funding for this purchase has been budgeted as a 2024 Solid Waste Capital Plan Project, account 605-432.30-43808 in the amount of \$387,000.00 and account 605-432.45-43808 in the amount of \$400,000.00, for a total of \$787,000.00. The bid amount for the two trucks is \$794,510.00 minus the \$70,000 trade-in value of unit P162 2017 Peterbilt refuse truck, brings the down to \$724,510 for a net under-budget balance of \$62,490.00.

This bid further includes a four (4) year refuse body extended warranty, unique amongst all bids received.

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#### **SUGGESTED MOTION:**

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



I move to approve Bid Award for two (2) 2024 Battle Motors automated waste collection trucks, via Sourcewell contract to McNeilus Truck & Manufacturing, in the Amount of \$794,510.00, and declaration of surplus of unit P162 2017 Peterbilt refuse truck to dispose as trade-in unit valued at \$70,000.

---

**STAFF REFERENCE(S):**

Heath VonEye, Scott Davis

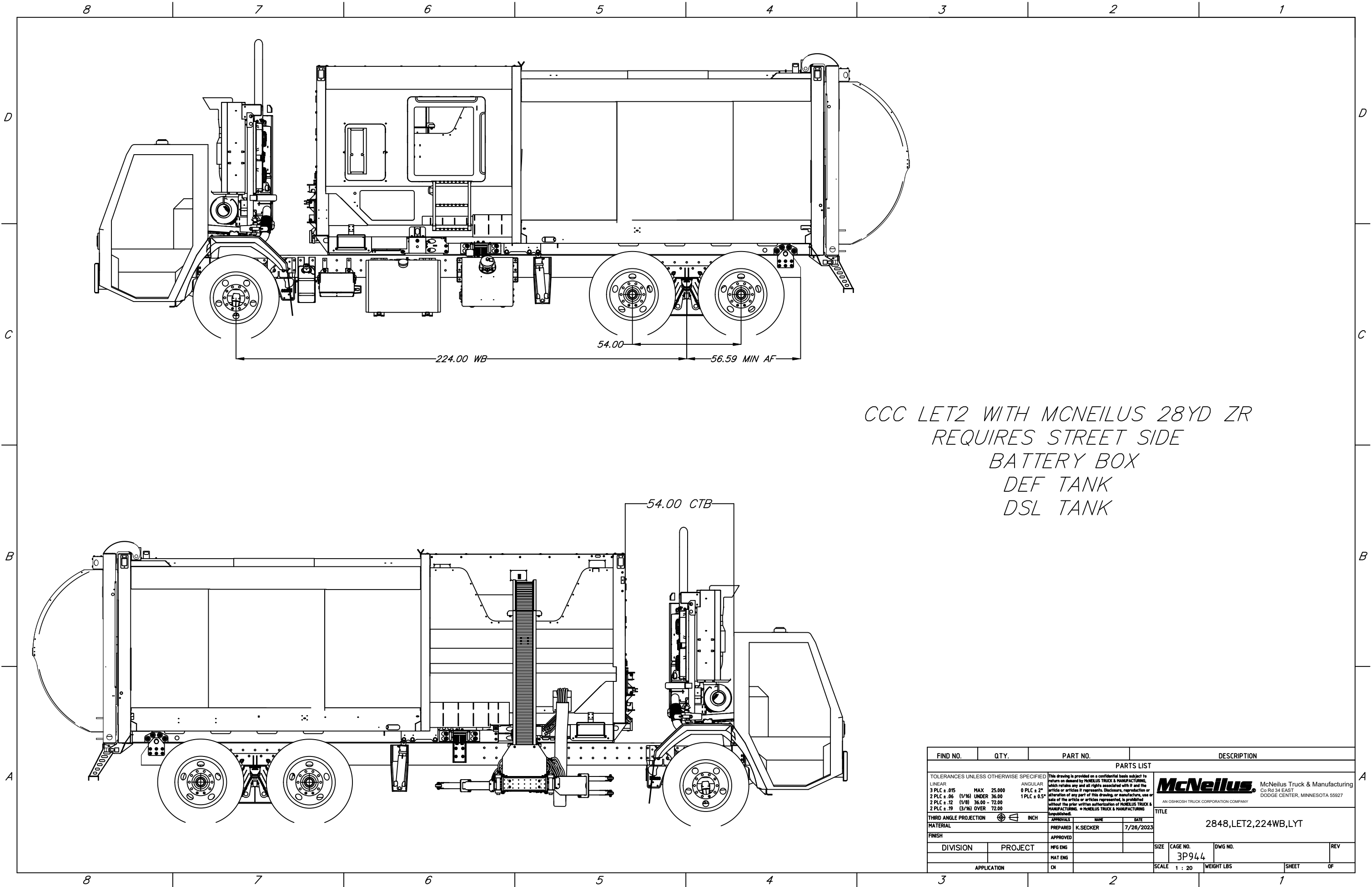
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**ATTACHMENT(S):**

[2848 Battle Motors LET2 ZR ASL Layout](#)

[Zero Radius McNeilus Body](#)

[Battle Motors 28YD ZR Bid](#)



FIND NO.		QTY.		PART NO.		DESCRIPTION	
PARTS LIST						<div><div><div>McNeilus</div><div>AN OSHKOSH TRUCK CORPORATION COMPANY</div></div><div><div>McNeilus Truck &amp; Manufacturing</div><div>Co Rd 34 EAST</div><div>DODGE CENTER, MINNESOTA 55927</div></div></div>	
TOLERANCES UNLESS OTHERWISE SPECIFIED				This drawing is provided on a confidential basis subject to return on demand by McNEILUS TRUCK & MANUFACTURING, which retains any and all rights associated with it and the article or articles it represents. Disclosure, reproduction or alteration of any part of this drawing or manufacture, use or sale of the article or articles represented, is prohibited without the prior written authorization of McNEILUS TRUCK & MANUFACTURING. © McNEILUS TRUCK & MANUFACTURING (unpublished).			
LINEAR		ANGULAR					
3 PLC ± .015		MAX 25.000		0 PLC ± 2"			
2 PLC ± .06		(1/16) UNDER 36.00		1 PLC ± 0.5"			
2 PLC ± .12		(1/8) 36.00 - 72.00					
2 PLC ± .19		(3/16) OVER 72.00					
THIRD ANGLE PROJECTION				INCH		TITLE	
MATERIAL		APPROVALS		NAME		DATE	
FINISH		PREPARED		K.SECKER		7/26/2023	
		APPROVED					
DIVISION		PROJECT		MFG ENG		SIZE CAGE NO. DWG NO. REV	
				MAT ENG		3P944	
APPLICATION		CN				SCALE 1 : 20 WEIGHT LBS SHEET OF	

# ZERO RADIUS™ (ZR) SIDE LOADER

Agenda Item 7.(m) Approval of Bid Award for two (2) 2024 Battle Motors a



**VERSATILE. EFFICIENT. UNRIVALED.**

*Your Best Navigator in Residential Collection.*

**McNeilus**



**FLEXIBLE:** There can be a lot of obstacles to handle on a daily collection route: narrow streets and alleyways, clearance issues around containers. Get over these hurdles with the McNeilus Zero Radius™ Automated Side Loader.

**INNOVATIVE:** This advanced refuse truck offers an innovative, yet simple, zero radius operation. The arm reaches rather than swings out, so you don't need a wide clearance to grab cans. With optional 12-foot extended reach, it's even easier to navigate cul-de-sacs and obstructions such as parked cars. This field-proven arm can also handle some of the densest routes.

Other enhancements include the McNeilus CODE™ system. These simplified CAN-based controls provide complete vehicle diagnostics at your fingertips. Plus, there's an integrated smart fuse panel, reduced hardware requirements, pre-trip reminders, status messages and more!



Quality OEM parts for all makes and models  
[www.StreetSmartParts.com](http://www.StreetSmartParts.com) or 888.686.7278

**A** Full-eject body reduces chassis wear and simplifies operations, which also reduces exposure to hazards for the operator.

**C** Hopper wall designed with a single, thicker sheet of abrasion-resistant steel for improved service life and durability. Using a single sheet also offsets weight added by reinforcing the arm, reducing net vehicle weight and adding strength.

**E** Load-sense hydraulics offer major fuel cost savings, and electronic proportional controls offer smooth operate-at-idle capability.

**G** McNeilus CODE™ provides simplified CAN-based controls, with superior diagnostics and troubleshooting at your fingertips, plus electronic proportional commercial and residential joysticks.

**B** Up to 80% of hydraulic contaminants can enter through the packing cylinders. McNeilus-exclusive Excalibre™ cylinders help prevent hydraulic contamination with a patented tool steel shaver and field-proven seal that significantly minimize problem-causing debris.

**D** Reinforcement along the entire length of the ZR arm increases the expected service life and improves the durability of the arm structure by helping distribute forces more evenly.

**F** Arm grabber assembly picks up cans from 30 to 110 gallons. Arm is mounted to the body rather than to the chassis, reducing stress on the vehicle frame.

McNeilus is a member of these national purchasing programs.

 **NJPA AWARDED CONTRACT**

 **HGACBuy**

CONTRACT #112014-MCN







DESCRIPTION	22 YD <sup>3</sup> (16.8 M <sup>3</sup> )		24 YD <sup>3</sup> (18.4 M <sup>3</sup> )		26 YD <sup>3</sup> (19.9 M <sup>3</sup> )		27 YD <sup>3</sup> (20.6 M <sup>3</sup> )		28 YD <sup>3</sup> (21.4 M <sup>3</sup> )		31 YD <sup>3</sup> (23.7 M <sup>3</sup> )	
Body Length: Tailgate Closed	240 in.	6096 mm	260 in.	6604 mm	280 in.	7112 mm	294 in.	7468 mm	300 in.	7620 mm	314 in.	7976 mm
Body Length: Tailgate Open	307 in.	7798 mm	307 in.	7798 mm	347 in.	8814 mm	361 in.	9169 mm	347 in.	8814 mm	361 in.	9169 mm
Height: Tailgate Closed	101 in.	2553 mm	101 in.	2553 mm	101 in.	2553 mm	101 in.	2553 mm	101 in.	2553 mm	101 in.	2553 mm
Height: Tailgate Open	145 in.	3683 mm	163 in.	4128 mm	145 in.	3683 mm	145 in.	3683 mm	163 in.	4128 mm	163 in.	4128 mm
Max Height When Dumping	122 in.	3099 mm	122 in.	3099 mm	122 in.	3099 mm	122 in.	3099 mm	122 in.	3099 mm	122 in.	3099 mm
Body Width: Arm Out, Grbr Closed 6 ft Reach (12 ft Reach)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)
Body Width: Arm In, Grbr Closed	143 in.	3620 mm	143 in.	3620 mm	143 in.	3620 mm	143 in.	3620 mm	143 in.	3620 mm	143 in.	3620 mm
Body Width: Arm In, Grbr Open	115 in.	2921 mm	115 in.	2921 mm	115 in.	2921 mm	115 in.	2921 mm	115 in.	2921 mm	115 in.	2921 mm
Grabber Height from Ground**	12 in.	305 mm	12 in.	305 mm	12 in.	305 mm	12 in.	305 mm	12 in.	305 mm	12 in.	305 mm

\*\*Dimension based on 40-inch chassis frame rail height. Actual dimension will vary depending on chassis measurement.

### PERFORMANCE SPECIFICATIONS (in seconds)\*

#### WORKING RPM @ IDLE

Arm Out	2-1/2
Arm In	2-1/2
Arm Up	3
Arm Down	3
Grabber Open	1-1/2
Grabber Closed	1-1/2
Pack Cycle	16 (+/- 10%)
Ejector Extend (to end of body)	27
Ejector Retract (to home position)	13
Hopper Cover Up	1-1/2
Hopper Cover Down	1-1/2
Tailgate Open	16
Tailgate Closed	18

\*Cycle times may vary slightly

#### ARM ASSEMBLY

Arm Construction Tube	Grade 500B tube
Arm Style	Zero Radius (ZR)—ideal for demanding residential routes riddled with tight spaces and tough obstacles

Arm Lifting Capacity = 550 lb

Arm Reach = 6 ft (standard), 12 ft (optional)

#### HOPPER SPECIFICATIONS

Hopper Capacity (w/hopper cover down)	Largest in the industry at 4.8 useable cubic yards
Hopper Walls	3/16 in. AR400
Hopper Floor	1/4 in. AR400

#### PACKER/EJECTOR SPECIFICATIONS

Lower Packing Face	1/4 in. AR200
Packing Panel Follower	10-gauge grade 50 high-strength steel
Track and Wear Strips	Chromium carbide X-Wear

### BODY SPECIFICATIONS

Body Floor	3/16 in. AR200
Body Walls	AR450 and AR200
Roof	12-gauge GR50

### TAILGATE SPECIFICATIONS

Tailgate Rear and Side Walls	1/8 in. AR450
Eight-Point Automatic Locking Tailgate	

### OPERATIONS

McNeilus CODE™ is a simplified control system that offers the most reliable technology in the business (smart fuse panel, complete diagnostics, vehicle status messages, pre-trip reminders and much more.)

Electronic proportional controls

### HYDRAULICS

Pump	Piston type: load-sense, PTO-mounted
Control Valves	Proportional electric/hydraulic
Oil Reservoir Capacity	50 gallon
Return Filter	5 micron-in tank
Suction Strainer	100 mesh stainless steel

### CYLINDERS

Ejector Cylinder	Multistage w/ Excalibre™ nitrided rods
Arm Cylinder	Hydraulic motor driven
Tailgate Cylinder	25 in. x 38 in. stroke

### PAINTING

Packer and components steel shot blasted, then primed and painted separately to provide complete top coat coverage to all areas

Finish: Sikkens' Autocoat BT LV650 Topcoat, a high-performance, high solids polyurethane

### McNEILUS WARRANTIES

Contact your McNeilus representative on warranty details. For more information, go to [www.mcneiluscompanies.com](http://www.mcneiluscompanies.com)





Quote Number: CPQ-14590  
Revision: 5.1  
Model: ZR Side Loaders  
Capacity:  
Created: 02/27/2024  
Valid Until: 03/28/2024

BUYER

City of Watertown  
23 2nd St. N. E.  
Watertown, SD 57201  
USA

BILL TO

City of Watertown  
23 2nd St. N. E.  
Watertown, SD 57201  
USA

FINAL USER  
(Delivery Location)

City of Watertown  
23 2nd St. N. E.  
Watertown, SD 57201  
USA

PRICING QUOTATION

Total Configured Price	\$392,132
Surcharge	\$0
FET	\$0
Extended Warranties	\$4,285
Sales Tax	Not Included
Freight	\$838
Total Unit Price	\$397,255
Quantity	2
Total	\$794,510
Down Payment	\$0

- **Quote Discount:** Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in a revision of price.
- **Freight Charges:** Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the Buyer. McNeilus Financial, Inc. d/b/a McNeilus Truck and Manufacturing ("Seller") assumes no responsibility for the equipment in transport.
- **Taxes:** No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the Buyer.
- **Specifications:** All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or Seller may result in the substitution of components of equal or greater quality.
- **Special Options:** Special options are subject to Engineering application approval.
- **Terms & Conditions:** This quotation assumes and is subject to Seller standard Terms and Conditions of Sale, Including Limitations of Warranty.
- **Cancellation:** See Terms and Conditions referenced above.
- **Payment Terms:** NET30
- **Quotation Currency:** All prices are in USD
- **Delivery Terms:** FOB Destination, Freight Prepaid and Added. The Seller pays the freight charges but bills them to the Buyer.
- **Chassis Information:** Buyer supplied chassis must comply with SAE J2967 standards

ACCEPTANCE

This quotation is valid until 03/28/2024 . Any order is contingent upon acceptance by Seller. By signing and returning this document, you are indicating that you have read and approved the above pricing. Please return this signed quotation and down payment to your Seller representative. If you have any questions, please feel free to contact us.

This quote may be subject to the imposition of a surcharge based on the price increases on commodities. We will provide an exact amount of surcharge as soon as practicable.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_



CHASSIS

Option Description	Option Selection
Packer Type	ZR MODEL 48 SAUER HYDRAULICS
GVW Category	33,001 LBS OR GREATER
Corporate Contract	MUNICIPALITY
Destination State/Country	MINNESOTA
Template	NO TEMPLATE
Chassis Type	SPECIAL PACKAGE
Chassis Make	AUTOCAR
Chassis Model	ACX
Steering Configuration	DUAL SEATED STEERING
Fuel Type	DIESEL
Fuel System	DIESEL SS TANK
Primary CNG Capacity	DIESEL
Chassis Model Year	2024
CNG Transit Fill	NO
Option Description	Option Selection
Engine	CUM ISX-AFTER 1/1/2017 EMISSIO
Engine Horsepower	HORSEPOWER GREATER THAN 300
Transmission Guard	TRUE
Battery Box Location	STREET SIDE FRAME MOUNTED
Transmission	ALLISON 4500 RDS
Exhaust Location	LEFT HAND VERTICAL EXHAUST
Cab Mirrors	AERO STYLE
Front Suspension Spring Shackle	WIDE
Pump Drive	SS CV DS REM MT CONST MESH PTO
Rear Suspension	HENDRICKSON HAULMAXX SPRING

BODY

Option Description	Option Selection
Capacity	ZR 28YD MED FLR LRG TG LO PRO
Body Floor Thickness	10GA AR200 (STANDARD)
Hopper Options	HOPPER COVER PANEL (ZR ONLY)
TG Bumper Width	72 INCHES
Tailgate Side Panel	10 GAUGE AR200
TG Seal	HARD RUBBER SEAL
Front Light Bar	STANDARD 14 GA
Model/Capacity	Model 2848: ZR Zero Radius ASL 28 yard

BODY OPTIONS



Option Description	Option Selection
Tailgate Type	NON- TG-MNT-CNG TAILGATE
CS Outside Controls	UNDERSEAT
Cab Control	SWITCHES IN DASH
Hopper Light Camera Guard	TRUE
Packer Follower	STANDARD 10GA 50KSI PANEL
Hopper Floor	3/16" AR400
Hopper Floor Liner	3/16" AR400
Packer Follower Hinge Cover	TRUE
X-Wear Is Standard	TRUE
Cleanout Door Spill Tray	CURB SIDE AND STREET SIDE
Tailgate Prop Opening	STANDARD OPENING
Body Safety Stand (AR Only)	NONE (ZR)
Arm Valve Cover	NOT APPLICABLE-ZR
Joystick Style	ROLLER STYLE, TRADITIONAL
Telematics	TRUE

HYDRAULICS

Option Description	Option Selection
Hydraulic Reservoir	STREET SIDE STANDARD, FRAME
Hydraulic Pump	PISTON PUMP
Hydraulic Return Filter	SCHROEDER IN RESERVOIR
Packer/Ejector Cylinder	MAILHOT
Hyd Hose Wrap	CORDURA WRAP REQUIRED HOSES
Low Hyd Oil Level Warning	WARNING LIGHT
Hydraulic Cooler	TRUE
Service Lift	REMOVBLE SRVICE LFT-SADDLES ONL
Res Suction Shutoff Valve	RED HANDLE BALL VALVE
Hydraulic Res Breather	FILLER/BREATHER ON RESERVOIR
Hyd Res Filler Cap	STANDARD FILLER CAP
Hyd Fluid Sample Port	CHECK FLUID KP14NV 90DEG
Tell Tale Hyd Temp Gauge	BUILT INTO DISPLAY
Hydraulic Fluid	ISO46-US OIL
Temp Sensor In Reservoir	TRUE

LIGHTING

Option Description	Option Selection
DOT Light Manufacturer	ECONOMY LED
Smart Lights	4" PROGRAM AMB STROBES IN TG
Mid Body Work Lights	FDR MT RD ECON 5" LED
Mid-Body DOT Oval Light	OVAL AMBER TURN SIGNAL/MARKER
Hopper Lights	TWO ECONOMY 5"LED
Arm Work Lights	ONE ECONOMY 5" LED
Tailgate Outer Corner Lights	NONE
TG Smart Light Activation	SWITCH IN CAB
IFM Display Location	DASH (RAM MOUNT)



CAMERA

Option Description	Option Selection
Camera/Monitor Make	SSV9" MON/DVR 6 PORT
Monitor Mount	CENTER OVERHEAD RAM MOUNTED
Monitor Display In Rev	TG CAMERA
Cab Camera	STREET SIDE MIRROR MOUNT CAMERA
Hopper Camera	SS REAR HOPPER CAMERA
Tailgate Camera Assist Lights	DUAL ECONOMY 5" ROUND LED
Tailgate Camera	TAILGATE REVERSE CAMERA
DVR Mounted In Cab	NONE
CC Camera Qty	SSV9 Camera Qty 3

ARMS and FORKS

Option Description	Option Selection
Arm Model	ZR 6' ARM FOR 96 GAL CARTS
Arm Fingers	EXTENDED FINGER GRABBER
Arm Controls	CS JOYSTICK CONTROL
Can Counter	STANDARD IN DIGITAL DISPLAY
Autoload	N
Grabber Open Interlock	STANDARD IN ZR SOFTWARE
CartSeeker	No Cart Seeker

MISC BODY

Option Description	Option Selection
Front Mudflaps	BLACK MCNEILUS LOGO
Rear Mudflaps	BLACK MCNEILUS LOGO
Backup Alarm	ECCO DUAL TONE
Shovel	ONE 11" PLASTIC
Shovel Holder On Body	CURB SIDE HOPPER WALL
Broom Holder On Body	NO
Clean-Out Tool	CLEANOUT HOE (BODY MOUNT)
Clean Out Tool Holder	BODY MOUNT
Limit Speed With Tailgate Open	NO

SAFETY

Option Description	Option Selection
Triangle Safety Kit	BOLTED IN CAB
Fire Extinguisher In Cab	5# ABC

PAINT





Option Description	Option Selection
Number Of Body Colors	QTY 1
Body Color 1 Code	TBD
Body Color 1 Description	TBD
Paint Scheme	STANDARD PAINT TEMPLATE
Body Paint Category	1 COLOR, MEDIUM COMPLEXITY
Undercoating	VG104 UNDERCOATING ON BODY
Automated Arm Color	GOLDENROD YELLOW
Cab / Hood Paint	NO CAB PAINT
Wheel Paint	NO WHEEL PAINT
CNG System Cover Color	N/A
Conspicuity Tape	TRUE
Decal Language	ISO ENGLISH/SPANISH
Caution-Wide Turns Decal	0

AXLE

Option Description	Option Selection
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Special Features and Options:

REF-ETO-24961 Mounting a ZRS on a Battle chassis - diesel fuel type .	Mounting a ZRS on a Battle chassis - diesel fuel type .
REF-ETO-24399 SL-ZR_Refuse-Full-Path-Take current grabber, ZR, EXT FGR Chain, 2.0. And updated it to reflect changes with new motors, carriage, pins to bring this grabber to with current grabber revision making grabber, ZR, EXT FGR Chain Drive 3.0 Version.	SL-ZR_Refuse-Full-Path-Take current grabber, ZR, EXT FGR Chain, 2.0.
REF-NPO-13045 CCC Chassis modifications for ZR @ Syversons (Accumulator Flip, Move Fuel Tank and Battery forward, Move fuel filter to CS, Move jumper post on to CS, Move jumper post on battery box)	CCC Chassis modifications for ZR @ Syversons (Accumulator Flip, Move Fuel Tank and Battery forward, Move fuel filter to CS, Move jumper post on battery box)

Extended Warranties:

1560176 WARRANTY - BODY AL, 4YR

Options Available at Additional Cost (not included in quoted price):



**Additional Notes:**



# City Council

## Agenda Item

**Subject:** Approval of a Bid Award for the 2024 PMP A - Asphalt Mill and Overlay and Large Patches, Project No. 2402 to Duininck, Inc., in the amount of \$2,572,271.50

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

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### BACKGROUND INFORMATION:

On February 14, 2024, two (2) bids were received for the 2024 PMP A - Asphalt Paving, Project No. 2402. Duininck, Inc. of Prinsburg, MN had the low bid of \$2,572,271.50, which was 13% lower than the Engineer's Estimate of \$2,944,760.56.

This project is a combination of the City's annual mill and overlay project with the large patch project. It includes over 88,000 square yards (SY) of 2" milling, 20,000 SY of full depth milling, 16,000 tons of asphalt concrete composite for overlay, 275 tons of asphalt concrete composite for patching, removal and installation of curb and gutter, concrete fillets and valley gutters, pipe replacement, and other miscellaneous work.

All roadways are subject to change and additional roadways may be added as budget allows. The following segments are currently planned in the mill and overlay project:

- 22nd St E from 14th Ave N to 12th Ave N
- 12th Ave N from 22nd St E to 500' east of Redwood Dr
- Cherry Dr from 10th Ave N to 12th Ave N
- Redwood Dr from 10th Ave N to 12th Ave N
- 10th Ave N from 19th St E to 25th St E
- 8th Ave N from 19th St E to 16th St E
- 13th Ave S from 22nd St W to 250' W
- 12th Ave S from 22nd St W to 250' W
- 7th Ave N from 8th St E to 11th St E
- 7th St W from 10th Ave N to 14th Ave N
- N Riverview Ct and Riverview Ct
- Sunset St from Skyline Dr to 11th Ave N
- Crestview Dr from 12th Ave N to 11th Ave N
- 11th Ave N from Sunset St to 4th St W
- 3rd St W from 14th Ave N to 12th Ave N
- 1st St W near 200' N & S of Highland Blvd
- 2nd St W from 14th Ave N to 6th Ave N
- Skyline Dr from 10th Ave N to 5th Ave N
- 4th St W from 7th Ave N to 5th Ave N
- 6th Ave N from Skyline Dr to 3rd St W

Agenda Item 9.(a) Approval of a Bid Award for the 2024 PMP A - Asphalt M...

- N Park St from 10th Ave N 300' N
- N Broadway from 10th Ave N 300' N
- N Maple from 10th Ave N 300' N
- N Broadway from 14th Ave N 300' N
- Piper Ave from Airport Dr to 100' W of Cessna St
- Lockheed Ave from Cessna St 400' W
- Beech St/S Lake Dr Ramps

Areas of large patches include:

- Piper Ave
- 13th Ave N & N Park St
- 4th St W & Highland Blvd
- 12th Ave S & 25th St W

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**FINANCIAL IMPACT:**

The funding for this project has been budgeted in the Capital Improvement Fund, Account 212-43180-43700 in the amount of \$3,000,000. With approval of the bid at \$2,572,271.50, the project is \$427,728.50 under budget. The additional funds would be utilized for additional roadway repairs after other street projects are bid and pricing is verified to fit within the overall street CIP budgets.

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**SUGGESTED MOTION:**

Staff recommends approval of this Bid Award through the following motion:

I move to approve of a Bid Award for the 2024 PMP A - Asphalt Mill and Overlay and Large Patches, Project No. 2402 to Duininck, Inc., in the amount of \$2,572,271.50.

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**STAFF REFERENCE(S):**

Heath VonEye, Justin Petersen, Marci Lewno, Wyatt Ewing

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**ATTACHMENT(S):**

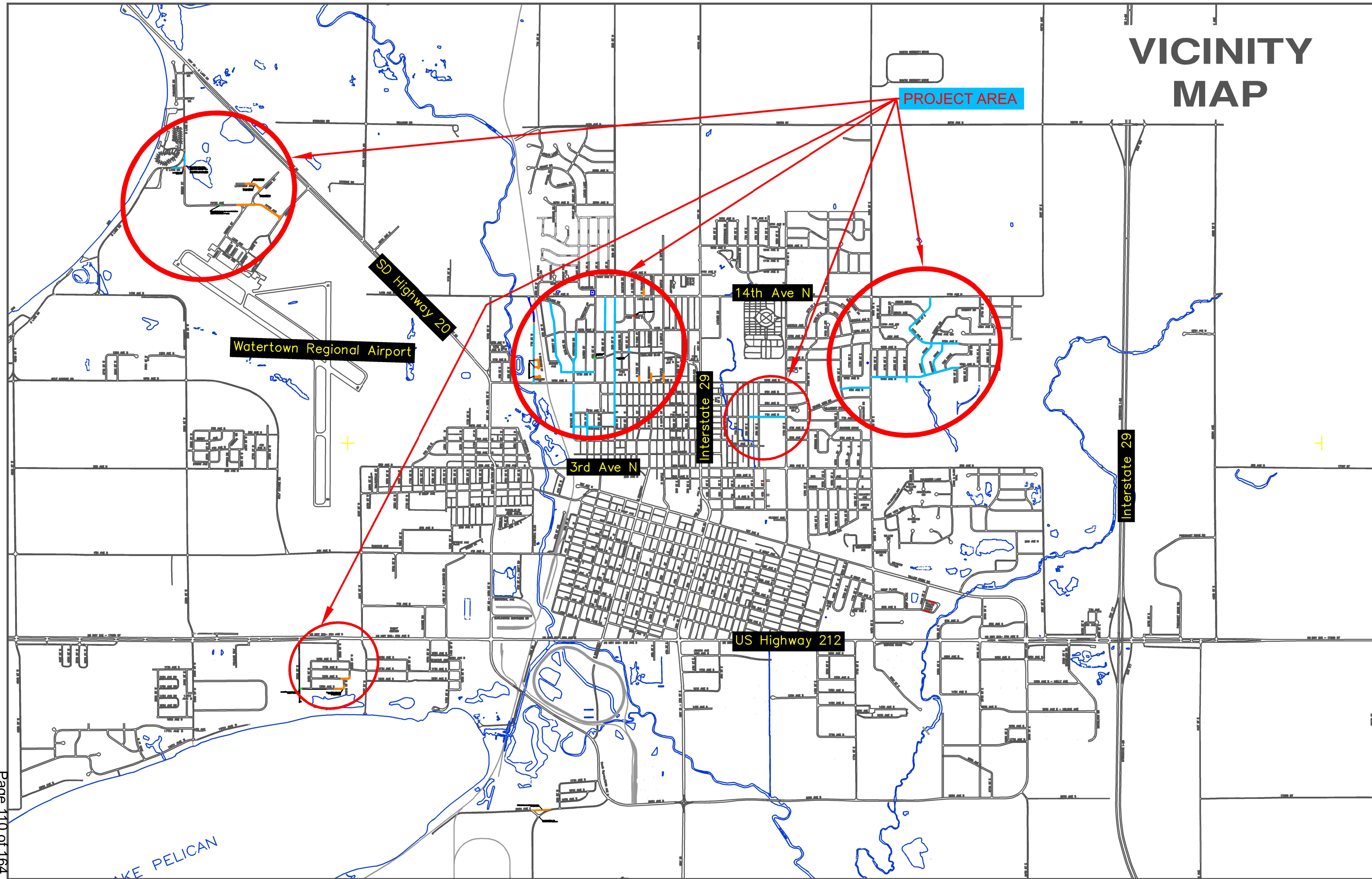
[2402 Bid Tabulation](#)

[Vicinity Map](#)



BID TABULATION									
<b>City of Watertown</b> <b>2024 PMP A - Asphalt Paving, Project No. 2402</b> 2/14/2024				<b>Engineer's Estimate</b>		<b>Duininck, Inc.</b> 408 6th St. Prinsburg, MN 56281 Phone: 320-978-6011 Fax: 320-978-4978		<b>Bowes Construction, Inc.</b> 2915 22nd Ave S Brookings, SD 57006 Phone: 605-693-3557 Fax: 605-693-3589	
M NO.	STD. BID ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	UNIT TOTAL	UNIT PRICE	UNIT TOTAL	UNIT PRICE	ITEM TOTAL
1	1.000	Mobilization	Lump Sum	\$ 267,005.51	\$ 267,005.51	\$ 80,000.00	\$ 80,000.00	\$ 164,170.00	\$ 164,170.00
2	2.000	Traffic Control, Miscellaneous	Lump Sum	\$ 7,700.00	\$ 7,700.00	\$ 15,000.00	\$ 15,000.00	\$ 15,410.00	\$ 15,410.00
3	4.005	Remove Concrete Curb & Gutter	200 L.F.	\$ 55.00	\$ 11,000.00	\$ 47.00	\$ 9,400.00	\$ 15.50	\$ 3,100.00
4	4.045	Remove Concrete Fillet Section	50 S.Y.	\$ 94.60	\$ 4,730.00	\$ 75.00	\$ 3,750.00	\$ 12.40	\$ 620.00
5	4.050	Remove Concrete Valley Gutter	50 S.Y.	\$ 94.60	\$ 4,730.00	\$ 75.00	\$ 3,750.00	\$ 12.40	\$ 620.00
6	4.115	6" PCC Reinforced Fillet Section	78 S.Y.	\$ 115.50	\$ 9,009.00	\$ 147.00	\$ 11,466.00	\$ 181.00	\$ 14,118.00
7	4.125	6" Reinforced Concrete Valley Gutter	208 SY	\$ 133.10	\$ 27,684.80	\$ 178.00	\$ 37,024.00	\$ 181.00	\$ 37,648.00
8	4.140	B66/P6 Concrete Curb and Gutter	200 L.F.	\$ 33.00	\$ 6,600.00	\$ 67.00	\$ 13,400.00	\$ 72.40	\$ 14,480.00
9	5.005	Remove Pipe Culvert	75 L.F.	\$ 45.00	\$ 3,375.00	\$ 15.00	\$ 1,125.00	\$ 10.35	\$ 776.25
10	5.105	RCP Furnish and Install, 18"	75 L.F.	\$ 150.00	\$ 11,250.00	\$ 95.00	\$ 7,125.00	\$ 66.20	\$ 4,965.00
11	5.145	18" RCP Flared End, Furnish and Install	2 Each	\$ 2,000.00	\$ 4,000.00	\$ 1,600.00	\$ 3,200.00	\$ 950.00	\$ 1,900.00
12	5.320	Adjust Manhole	68 Each	\$ 660.00	\$ 44,880.00	\$ 650.00	\$ 44,200.00	\$ 500.00	\$ 34,000.00
13	5.535	Valve Box Adjustment	50 Each	\$ 385.00	\$ 19,250.00	\$ 400.00	\$ 20,000.00	\$ 200.00	\$ 10,000.00
14	6.015	2" Milling	88,340 S.Y.	\$ 3.85	\$ 340,109.00	\$ 3.20	\$ 282,688.00	\$ 4.85	\$ 428,449.00
15	6.020	Full Depth Milling	20,615 S.Y.	\$ 7.15	\$ 147,397.25	\$ 6.90	\$ 142,243.50	\$ 6.40	\$ 131,936.00
16	6.025	Remove Asphalt Concrete	1,180 S.Y.	\$ 16.50	\$ 19,470.00	\$ 15.00	\$ 17,700.00	\$ 8.25	\$ 9,735.00
17	6.030	Asphalt Concrete Composite - Overlay	16,000 Ton	\$ 101.75	\$ 1,628,000.00	\$ 94.35	\$ 1,509,600.00	\$ 123.59	\$ 1,977,440.00
18	6.040	Asphalt Concrete Composite for Patching	275 Ton	\$ 165.00	\$ 45,375.00	\$ 150.00	\$ 41,250.00	\$ 150.00	\$ 41,250.00
19	9.000	Unclassified Excavation	4,100 C.Y.	\$ 33.00	\$ 135,300.00	\$ 30.00	\$ 123,000.00	\$ 19.40	\$ 79,540.00
20	9.025	Haul & Place Salvaged Asphalt Mix	4,100 Ton	\$ 29.70	\$ 121,770.00	\$ 26.00	\$ 106,600.00	\$ 19.40	\$ 79,540.00
21	9.070	Woven Geotextile Fabric	1,500 S.Y.	\$ 2.75	\$ 4,125.00	\$ 2.50	\$ 3,750.00	\$ 3.10	\$ 4,650.00
22	9.140	Street Sweeping	Lump Sum	\$ 11,000.00	\$ 11,000.00	\$ 21,000.00	\$ 21,000.00	\$ 10,900.00	\$ 10,900.00
23	9.155	Aggregate Base Course	1,500 Ton	\$ 44.00	\$ 66,000.00	\$ 40.00	\$ 60,000.00	\$ 16.50	\$ 24,750.00
24	10.000	Erosion Control, Miscellaneous	Lump Sum	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 6,515.00	\$ 6,515.00
<b>ENGINEER ESTIMATE</b>					<b>\$ 2,944,760.56</b>	<b>TOTAL</b>	<b>\$ 2,572,271.50</b>	<b>TOTAL</b>	<b>\$ 3,096,512.25</b>

# VICINITY MAP





# City Council

## Agenda Item

**Subject:** Approval of a Bid Award for the 2024 Crack Sealing and Seal Coating, Project No. 2406 to Asphalt Preservation Company, Inc., in the amount of \$515,729.40.

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

---

### **BACKGROUND INFORMATION:**

On February 21, 2024, two (2) bids were received for the 2024 Crack Sealing and Seal Coating, Project No. 2406. Asphalt Preservation Company, Inc. of Detroit Lakes, MN had the low bid of \$515,729.40, which was 7% less than the Engineer Estimate of \$555,441.81.

This project is the annual crack seal and chip seal project. It includes approximately 87,460 pounds of Asphalt Concrete Crack Sealing of roadways, bike paths, parking lots, and airport taxiways and 126,850 square yards of Seal Coat with Fog Seal of roadways and parking lots.

All roadways are subject to change. The following segments are intended to be a part of the project:

- 17th Ave S from 33rd St W to 36th St W
- 19th Ave S from 33rd St W to 36th St W
- 36th St W from 17th Ave S to 19th Ave S
- 12th Ave S from 22nd St W to 24th St W
- 13th Ave S from 22nd St W to 24th St W
- 3rd Ave N from SD Highway 20 to Kampeska Blvd
- 4th Ave N from 13th St W to Kampeska Blvd
- 13th St W from 3rd Ave N to W Kemp Ave
- 14th St W from 3rd Ave N to W Kemp Ave
- 15th St W from 3rd Ave N to W Kemp Ave
- 16th St W from 3rd Ave N to W Kemp Ave
- 17th St W from 3rd Ave N to W Kemp Ave
- 18th St W from 3rd Ave N to W Kemp Ave
- 19th St W from 3rd Ave N to W Kemp Ave
- McLaughlin St W from 3rd Ave N to W Kemp Ave
- 20th St W from W Kemp Ave to Dead-end
- Broadway St from US Highway 212 to 10th Ave N
- 7th St E from 14th Ave N to Dead-end
- 14th Ave N from 19th St to 2650 feet east
- Piper Ave from Cessna St to Beech St
- Beech St from Piper Ave to S Lake Dr
- Cessna St from Piper Ave to Dead-end
- Lockheed Ave from Dead-end to 400 feet east

Agenda Item 9.(b) Approval of a Bid Award for the 2024 Crack Sealing and...

Also to be included is a taxiway at the airport, three (3) segments of bike trails, and three (3) parking lots that include Fire Department #1, the Watertown City Auditorium, and the Dog Park.

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**FINANCIAL IMPACT:**

The funding for this project has been budgeted in the Capital Improvement Fund, Account 212-43180-42509 in the amount of \$450,000 (streets), Account 212-43180-43946 in the amount of \$75,000 (parking lots), Account 606-43500-42509 in the amount of \$20,000 (airport), and Account 201-45142-42505 in the amount of \$14,925 (bike trails). With the bid at \$515,729.40, the project is \$44,195.60 under budget.

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**SUGGESTED MOTION:**

Staff recommends approval of this Bid Award through the following motion:

I move to approve of a Bid Award for the 2024 Crack Sealing and Seal Coating, Project No. 2406 to Asphalt Preservation Company, Inc., in the amount of \$515,729.40.

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**STAFF REFERENCE(S):**

Heath VonEye, Justin Petersen, Wyatt Ewing

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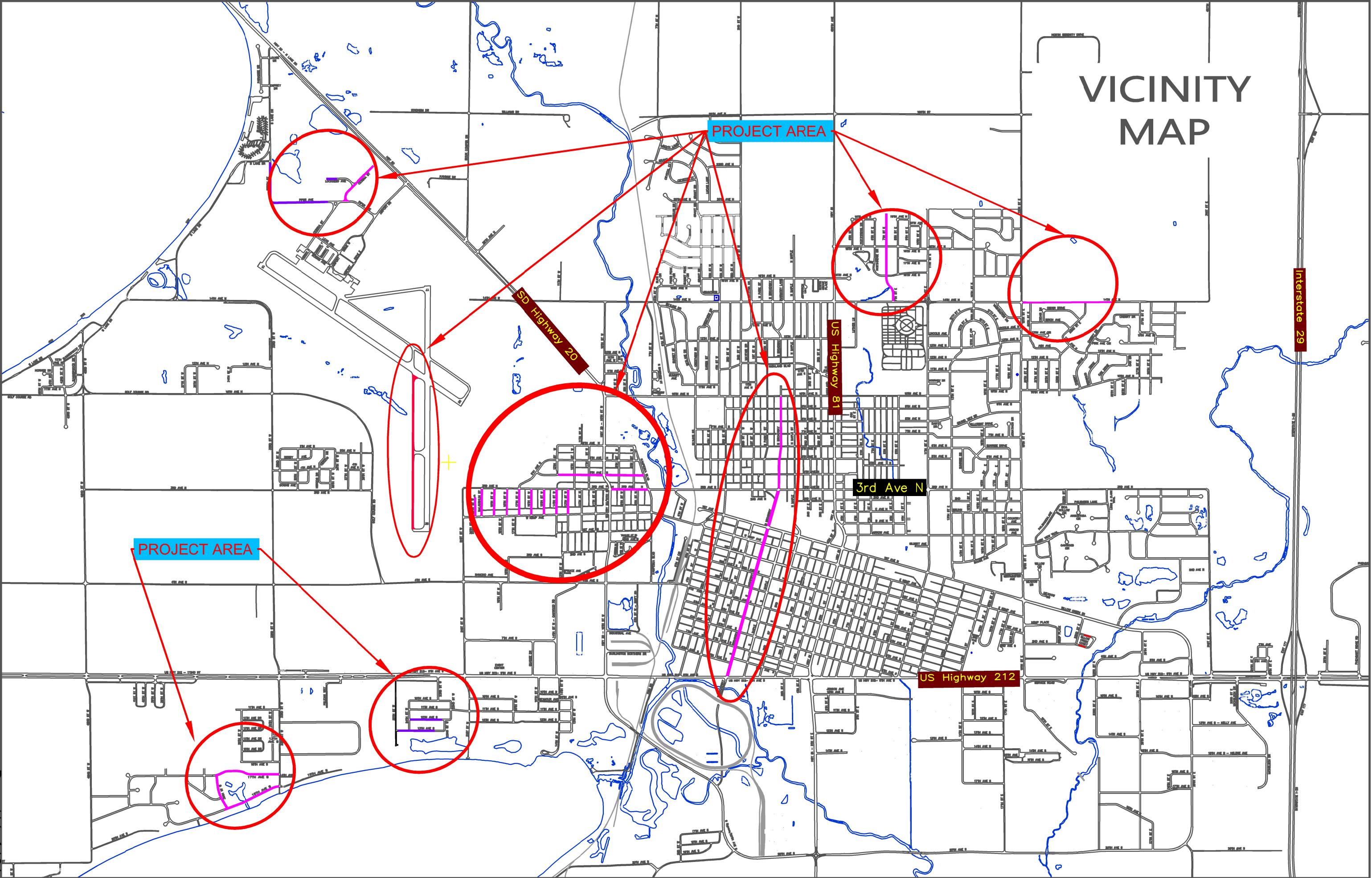
**ATTACHMENT(S):**

[2406 Bid Tabulation](#)

[2406 Vicinity Map](#)



Bid Tabulation Sheet 2024 CRACK SEALING & SEAL COATING Project No. 2406 City of Watertown, South Dakota Wednesday, February 21, 2024					Engineer's Estimate		Asphalt Preservation Company, Inc. 22923 N Pearl Lake Rd., Detroit Lakes, MN 56501		Asphalt Surface Technologies Corporation. PO Box 1025, St. Cloud, MN 56302		Bituminous Paving, Inc. PO Box 6, Ortonville, MN 56278	
CRACK SEALING BID SCHEDULE												
ITEM NO.	STD. BID ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	UNIT TOTAL	UNIT PRICE	UNIT TOTAL	UNIT PRICE	UNIT TOTAL	UNIT PRICE	UNIT TOTAL	
1	1.000	Mobilization	Lump Sum	\$ 50,494.71	\$ 50,494.71	\$ 20,000.00	\$ 20,000.00	\$ 29,000.00	\$ 29,000.00	\$ 89,000.00	\$ 89,000.00	
2	2.000	Traffic Control, Miscellaneous	Lump Sum	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 36,000.00	\$ 36,000.00	\$ 5,000.00	\$ 5,000.00	
3	6.050	Asphalt Concrete Crack Sealing, Roadway	75,000 Lbs	\$ 1.76	\$ 132,000.00	\$ 1.99	\$ 149,250.00	\$ 2.45	\$ 183,750.00	\$ 2.00	\$ 150,000.00	
4	6.050	Asphalt Concrete Crack Sealing, Bike Path	7,500 Lbs	\$ 1.76	\$ 13,200.00	\$ 1.99	\$ 14,925.00	\$ 2.50	\$ 18,750.00	\$ 2.00	\$ 15,000.00	
5	6.050	Asphalt Concrete Crack Sealing, Parking Lot	4,960 Lbs	\$ 1.76	\$ 8,729.60	\$ 1.99	\$ 9,870.40	\$ 2.50	\$ 12,400.00	\$ 2.00	\$ 9,920.00	
6	6.055	General Aviation Apron Space Crack Sealing	11,350 Lbs	\$ 1.76	\$ 19,976.00	\$ 1.99	\$ 22,586.50	\$ 2.50	\$ 28,375.00	\$ 2.00	\$ 22,700.00	
7	6.065	Seal Coat with Fog Seal, Roadway	106,500 S.Y.	\$ 2.59	\$ 275,835.00	\$ 2.35	\$ 250,275.00	\$ 1.90	\$ 202,350.00	\$ 3.00	\$ 319,500.00	
8	6.065	Seal Coat with Fog Seal, Parking Lot	20,350 S.Y.	\$ 2.59	\$ 52,706.50	\$ 2.35	\$ 47,822.50	\$ 2.20	\$ 44,770.00	\$ 4.00	\$ 81,400.00	
				Total	\$ 555,441.81	Total	\$ 515,729.40	Total	\$ 555,395.00	Total	\$ 692,520.00	





# City Council

## Agenda Item

**Subject:** Second Reading of Ordinance No. 24-01, Amending the Zoning Map of the City of Watertown, SD, for a Portion of Outlot 'X' Block 8 of Valley View Fourth Addition, from R-1 Single Family Residential District to R-2 Single Family Attached Residential District

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

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### BACKGROUND INFORMATION:

The owner, Jamie Andrews, Acting Agent of J&J Land Sales, LLC, has petitioned to rezone a portion of Outlot 'X' Block 8 of Valley View Fourth Addition. The plat of Valley View Fourth was platted October 25, 2021, after the lots adjacent to Kaylee Court were rezoned to R-2 Single Family Attached Residential District on October 15, 2021. The rezone is appropriate for transitional zoning within a residential district and is the second phase to the interior of Kaylee Court.

The lots being rezoned will also be subsequently platted with a development agreement brought forward outlining the infrastructure improvement requirements for the next phase of the Valley View development. This plat will be known as Valley View Fifth Addition, attached for reference.

Plan Commission approved recommendation at the February 8, 2024, meeting (7-0).

### Facts:

1. Adjacent Property Zoning Designation:
    - a. North → R-1 Single Family Residential District
    - b. East → R-1 Single Family Residential District
    - c. South → R-2 Single Family Attached Residential District
    - d. West → R-1 Single Family Attached Residential District
  2. Rezone will extend to the centerline of the adjacent right-of-ways
  3. No floodplain in area
- 

### SUGGESTED MOTION:

Staff recommends approval of this rezone through the following motion:

I move to approve Ordinance No. 24-01, Amending the Zoning Map of the City of Watertown, SD, for a Portion of Outlot 'X' Block 8 of Valley View Fourth Addition, from R-1 Single Family Residential District to R-2 Single Family Attached Residential District

---

### STAFF REFERENCE(S):

**ATTACHMENT(S):**

[Petition](#)

[Vicinity Map](#)

[Proposed Plat of Valley View Fifth Addition](#)

[Ordinance No. 24-01](#)



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

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

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

1. Your Petitioner(s), J&J Land Sales, LLC, 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 "R1 – Single Family Residential District" to "R2 – Single Family Attached Residential District".

A Portion of Outlot "X" Block 8 of the plat entitled, "Valley View Fourth Addition to the Municipality of Watertown, in the County of Codington, South Dakota."

Upon re-platting to be known as, "Lots 11 thru 18 Block 9 of Valley View Fifth Addition to the Municipality of Watertown, in the County of Codington, South Dakota."

2. Petitioner is the owner of record of the above-described real property.
3. The petitioner intends to construct twin homes within all of Block 9 of this Development.
4. The following Exhibit is attached hereto and is by reference incorporated as part of this Petition:

Exhibit A – Valley View Fifth 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 "R1 – Single Family Residential District" to "R2 – Single Family Attached Residential District".

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

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

Nichelle Burleson  
Notary Public

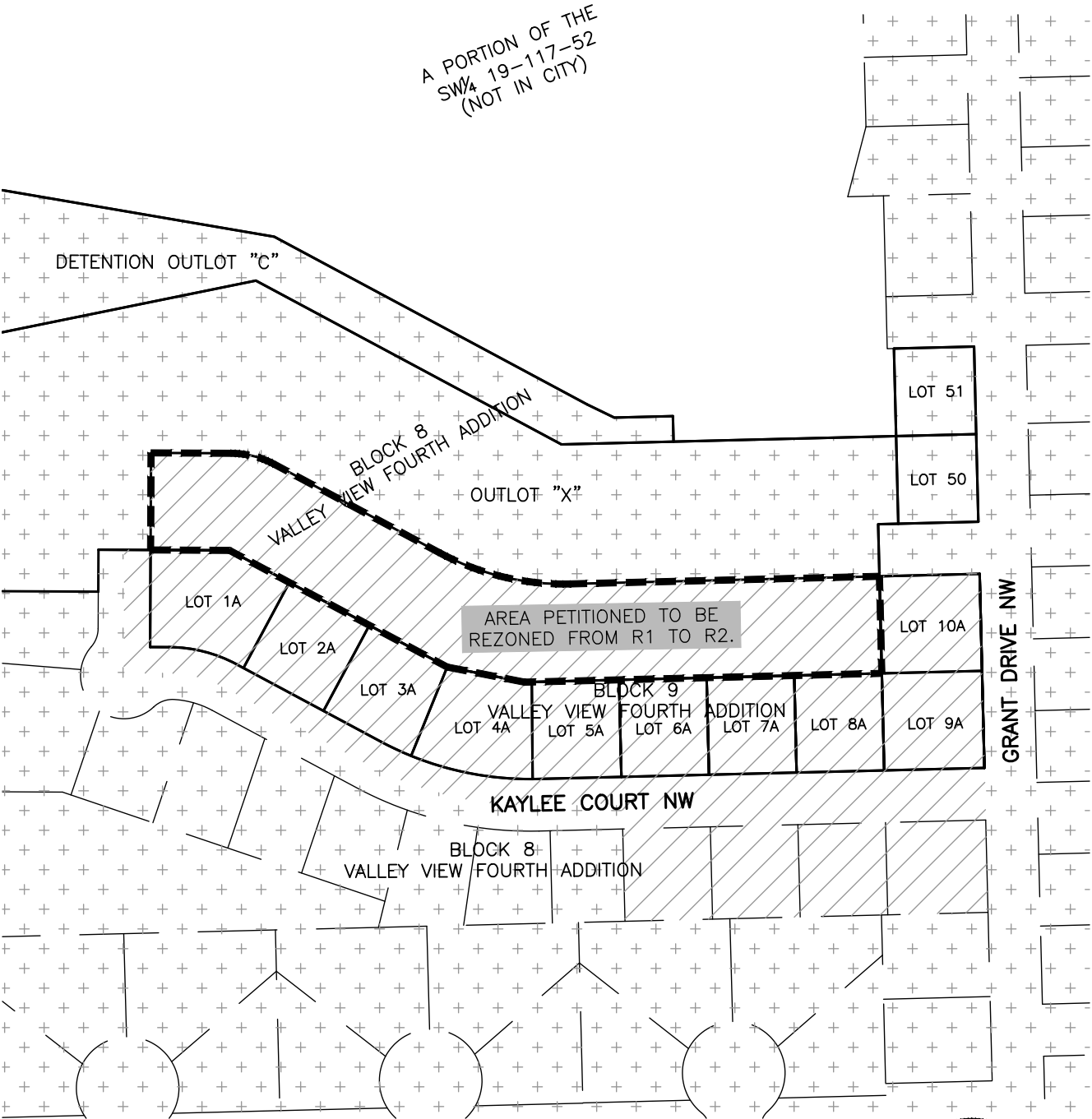
(SEAL)

My Commission Expires: 9-28-2024

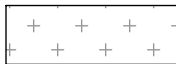



# Exhibit A

A portion of Outlot "X" Block 8 of the plat entitled, "Valley View Fourth Addition to the Municipality of Watertown, in the County of Codington, South Dakota. Subject parcel contains 2.73 +/- Acres.



## ZONING DESIGNATIONS

-  R1 ZONING DESIGNATION
-  R2 ZONING DESIGNATION

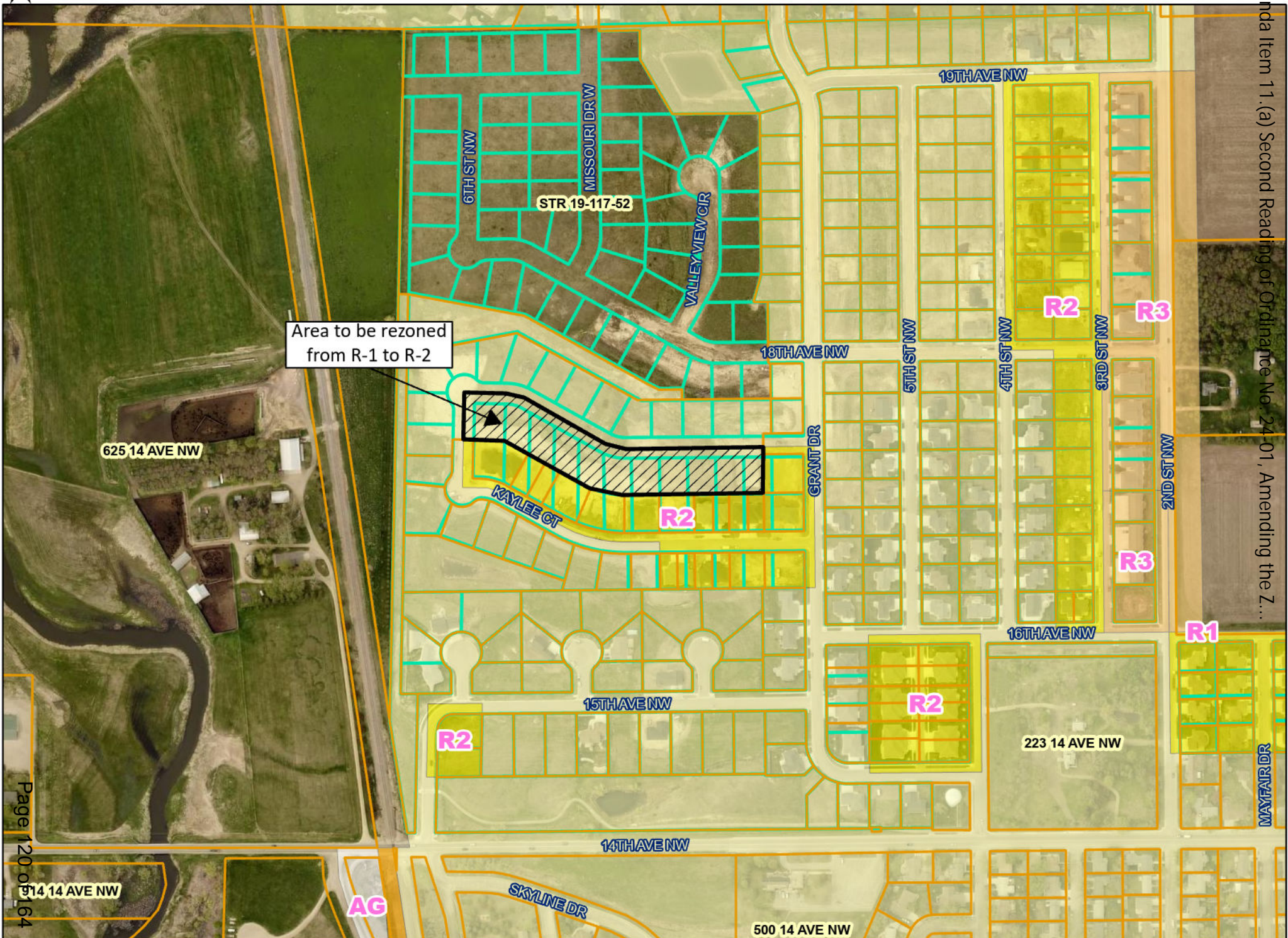


Prepared By  
AASON ENGINEERING COMPANY, INC.

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



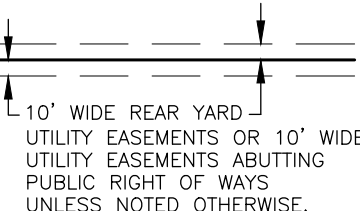
# Vicinity Map



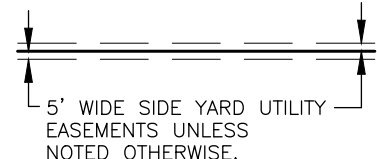


PLAT OF  
VALLEY VIEW FIFTH ADDITION TO THE MUNICIPALITY OF  
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

THIS PLAT IS A RE-PLAT OF AND SHALL VACATE ALL OF OUTLOT X  
BLOCK 8 OF THE PLAT ENTITLED, "VALLEY VIEW FOURTH ADDITION TO  
THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON,  
SOUTH DAKOTA." RECORDED IN BOOK "OP" OF PLATS ON PAGE  
904.



EASEMENT INFORMATION



EASEMENT INFORMATION

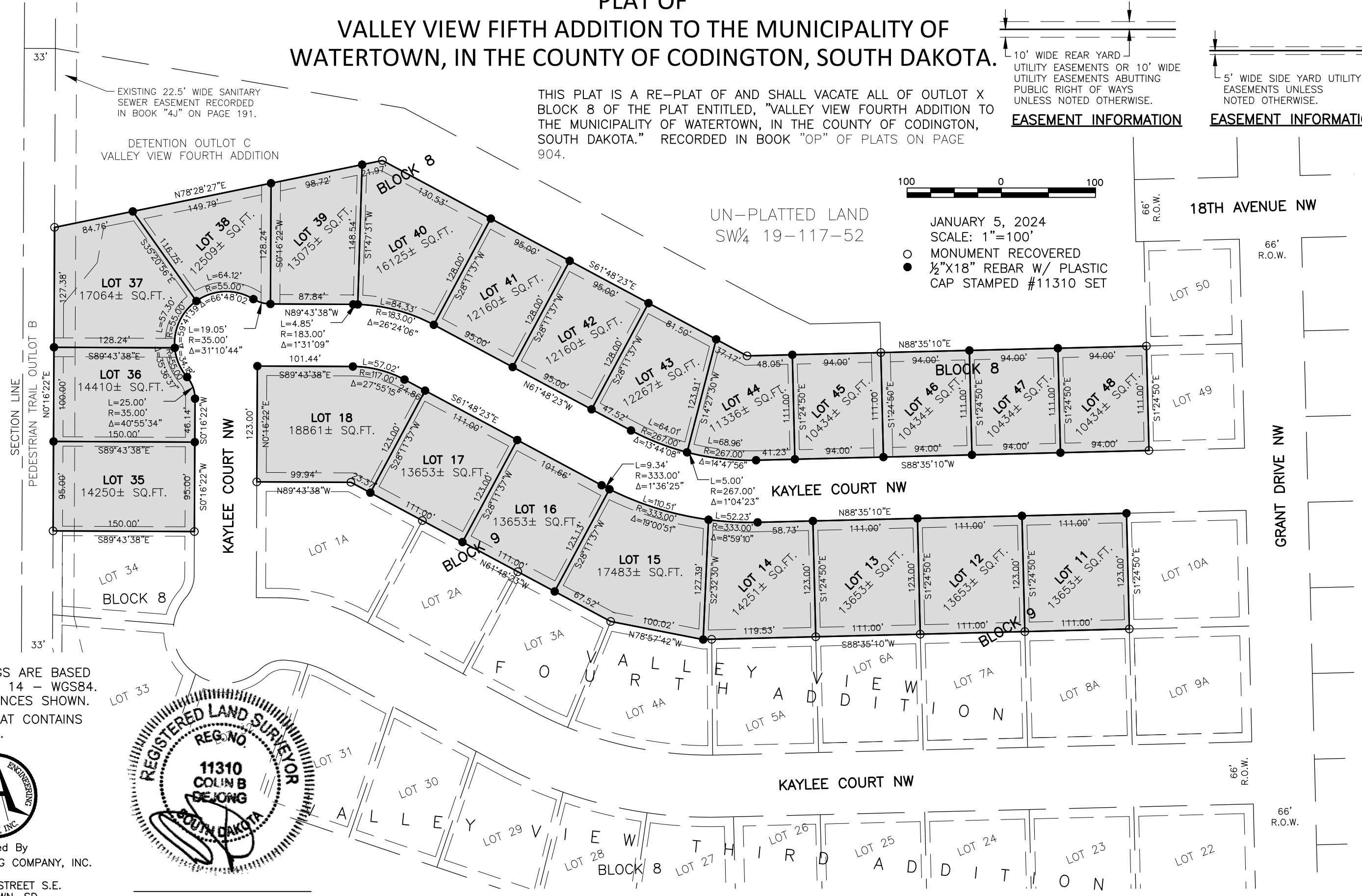


JANUARY 5, 2024

SCALE: 1"=100'

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

UN-PLATTED LAND  
SW 1/4 19-117-52

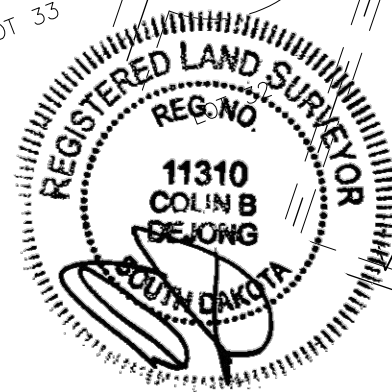


NOTE: BEARINGS ARE BASED  
ON UTM ZONE 14 - WGS84.  
GROUND DISTANCES SHOWN.  
NOTE: THIS PLAT CONTAINS  
14.60± ACRES.



Prepared By  
AASON ENGINEERING COMPANY, INC.

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



Registered Land Surveyor

**ORDINANCE NO. 24-01**

**Petition to Amend Zoning District Boundaries by Rezoning a Portion of Valley View Fourth Addition from R-1 Single Family Residential District to R-2 Single Family Attached Residential District**

**BE IT ORDAINED** by the City of Watertown, upon examination of the Petition to Change Zoning by J&J Land Sales, LLC, the owner of real property described as:

*A Portion of Outlot "X" Block 8 of the plat entitled, "Valley View Fourth Addition to the Municipality of Watertown, in the County of Codington, South Dakota"*

*Which upon re-platting shall be known as, "Lots 11 thru 18 Block 9 of Valley View Fifth 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. 24-01, that the property be, and is hereby, rezoned from the existing designation of *R-1 Single Family Residential District*, pursuant to Watertown Revised Ordinance §21.14 to *R-2 Single Family Attached Residential District*, pursuant to Watertown Revised Ordinance §21.16.

**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. 24-01 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: Tuesday, February 20, 2024

Second Reading: Monday, March 4, 2024

Published: Saturday, March 9, 2024

Effective: Friday, March 29, 2024

City of Watertown

Attest:

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

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



## City Council

### Agenda Item

**Subject:** Prairie Haven Annexation First Addition Annexation and Zoning:  
1. Approval of Resolution No. 24-05, Initiating Annexation of a Tract of Land Contiguous to the City of Watertown, South Dakota, known as Prairie Haven Annexation First Addition  
2. Second Reading of Ordinance No. 24-02, Establishing the Zoning Designation of R-1C Compact Single Family Residential District for the property to be known as Prairie Haven Annexation First Addition

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

---

#### **BACKGROUND INFORMATION:**

Owner, High Five Properties, LLC, has submitted a petition for annexation and zoning for a portion of their property known as the Prairie Haven Addition. The Concept Plan was approved on September 23, 2021, in which this proposed annexation generally conforms to; the proposed annexation includes phase 3 (phases 1 and 2 have been annexed already) and the northern portions of phases 6 and 7. This does not follow the chronological development phasing as shown on the approved Concept Plan, however, that is considered a minor change that does not require an updated plan be submitted to Plan Commission. The land is generally located south of the Derby Down development on the corner of Golf Course Road and 3rd Avenue NW. This portion of property contains 34.76 acres and is adjacent to City limits. The petition proposes the property be zoned as R-1C Compact Single Family Residential District. Prior to development, the property will need to follow the subdivision process by submitting a preliminary plan, construction plans, and platting.

The property is within the Sioux Rural Water Territory and such costs associated with annexation and zoning will need to be collected by Watertown Municipal Utilities. Park dedication will be determined at the time of platting. On August 31st, 2021, the Park Board approved to take cash in lieu for the first phase in the amount of \$2,462.39 and required each subsequent phase go back to the Park Board at the time of platting for consideration of accepting cash in lieu or requiring park land be dedicated. Title 14 was amended in 2023 to bring the amount collected for cash in lieu comparable to property value when park land is decided upon to a meet park land dedication requirements.

Plan Commission recommended approval at the February 8, 2024, meeting (7-0).

---

#### **SUGGESTED MOTION:**

Staff recommends approval of this annexation and zoning through the following motions:

1. I move to approve Resolution No. 24-05, Initiating Annexation of a Tract of Land Contiguous to the City of Watertown, South Dakota, known as Prairie Haven Annexation First Addition

Agenda Item 11.(b) Prairie Haven Annexation First Addition Annexation an...

2. I move to approve Ordinance No. 24-02, Establishing the Zoning Designation of R-1C Compact Single Family Residential District for the property to be known as Prairie Haven Annexation First Addition

---

**STAFF REFERENCE(S):**

Brandi Hanten, Heath VonEye

---

**ATTACHMENT(S):**

[Petition](#)

[Vicinity Map](#)

[Plat of Prairie Haven Annexation First Addition](#)

[Approved Concept Plan](#)

[Resolution No. 24-05 \(annexation\)](#)

[Ordinance No. 24-02 \(zoning\)](#)



**Prepared by:**

Colin B. DeJong  
Aason Engineering Company, Inc.  
1022 6<sup>th</sup> Street SE  
Watertown, SD 57201  
Phone #: (605) 882-2371

**PETITION FOR ANNEXATION OF PROPERTY TO THE CITY OF WATERTOWN  
CODINGTON COUNTY, SOUTH DAKOTA**

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

The undersigned, William A. Rieffenberger Jr., acting agent for High Five Properties, LLC, being the owner(s) of all the following property currently outside the corporate limits of the Municipality of Watertown, South Dakota described as:

A portion of the NE ¼ of Section 35, Township 117 North, Range 53 West of the 5<sup>th</sup> P.M., Codington County, South Dakota. Subject parcel contains 34.76 +/- Acres.

which upon platting will be known as: Prairie Haven Annexation First Addition to the Municipality of Watertown, in the County of Codington, South Dakota.

do(es) hereby petition the City of Watertown, Codington County, South Dakota, to include said contiguous property within the limits of said City, pursuant to SDCL 9-4-1, as shown on the drawing, attached hereto and incorporated by reference. Petitioner(s) aver(s) there are no legal voters residing thereon.

Petitioners further request the zoning ordinance of the City of Watertown be amended to provide said property with the zoning designation of RIC, Compact Single Family District.

Petitioner is in the process of rezoning and developing a portion of the property.

Dated at Watertown, South Dakota, this 8<sup>th</sup> day of January, 2024.

By Wig member  
Acting Agent for  
High Five Properties, LLC

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

On this the 8th day of January, 2024, before me, the undersigned officer, personally appeared K. Bloch, Acting Agent for High Five Properties, LLC, 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.

K. Bloch  
Notary Public

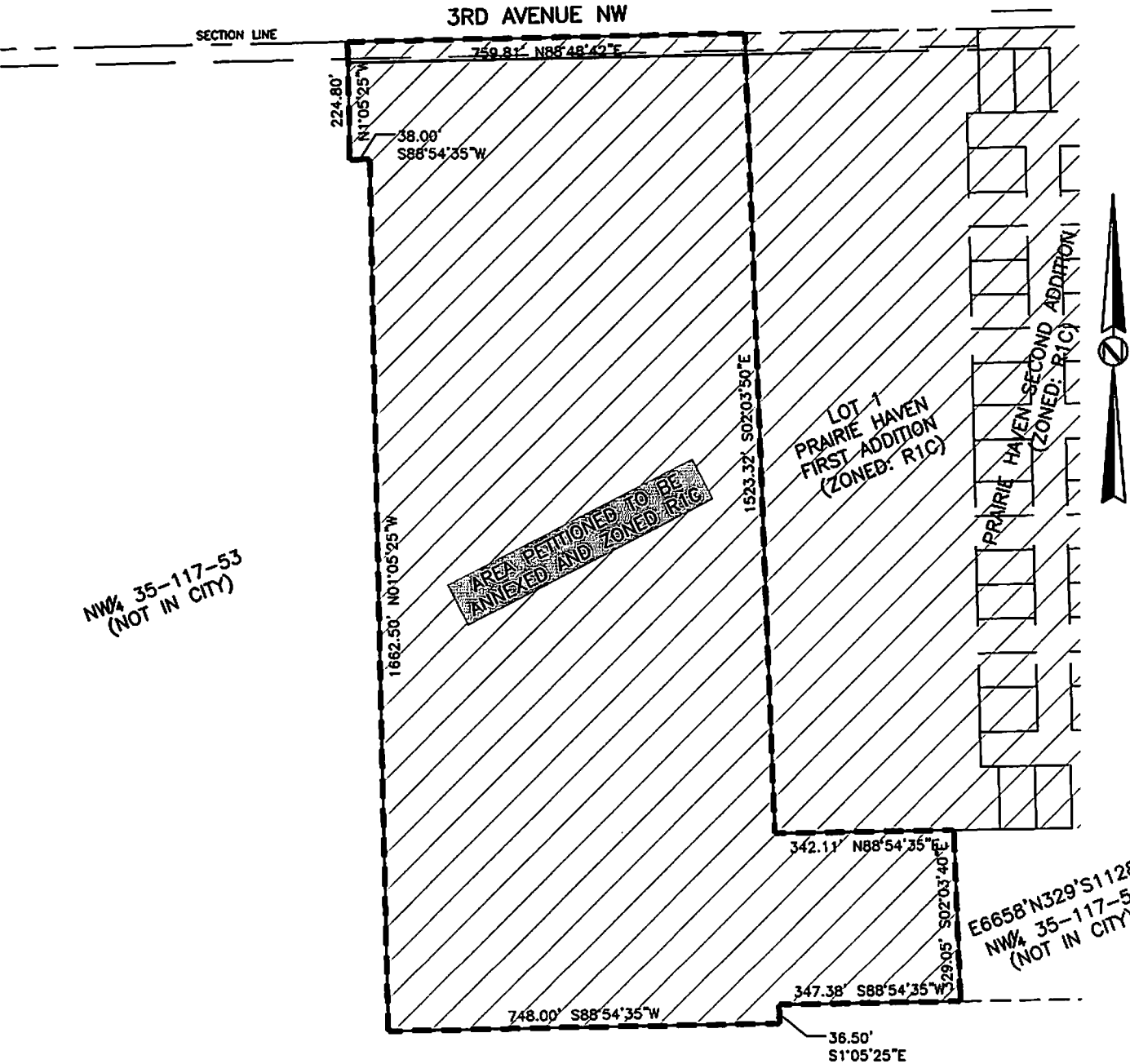
(SEAL)

My Commission Expires: 1-11-2024



# Exhibit A

A portion of the Northwest Quarter of Section 35, Township 117 North, Range 53 West of the 5th P.M., Codington County, South Dakota. Subject parcel contains 34.76 +/- Acres.



NW¼ 35-117-53  
(NOT IN CITY)

AREA PETITIONED TO BE  
ANNEXED AND ZONED R1C

LOT 1  
PRAIRIE HAVEN  
FIRST ADDITION  
(ZONED: R1C)

PRAIRIE HAVEN SECOND ADDITION  
(ZONED: R1C)

E6658°N329°S1128'  
NW¼ 35-117-53  
(NOT IN CITY)

NW¼ 35-117-53  
(NOT IN CITY)



Prepared By  
AASON ENGINEERING COMPANY, INC.

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

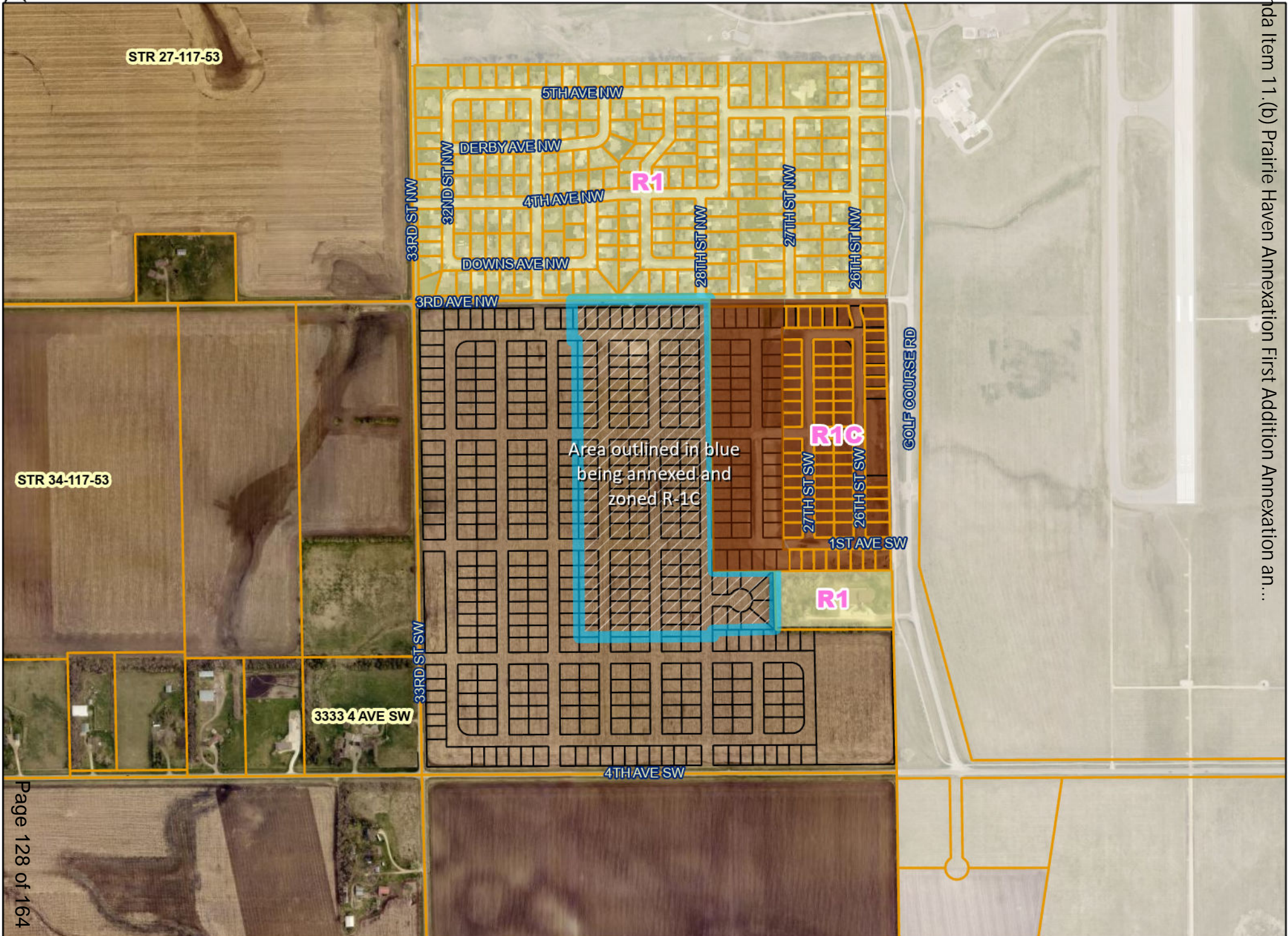
**ZONING DESIGNATIONS**



R1C ZONING DESIGNATION

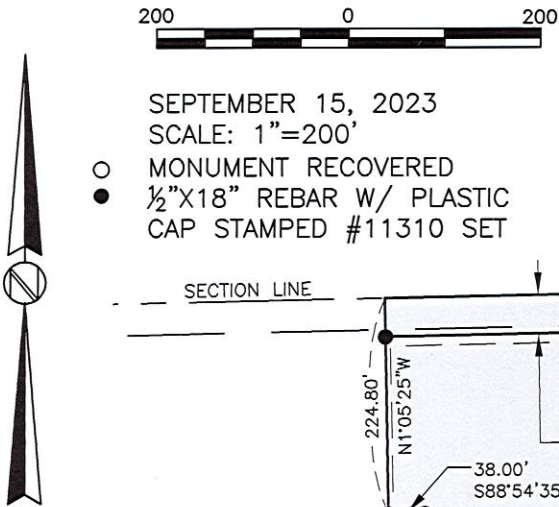


# Vicinity Map



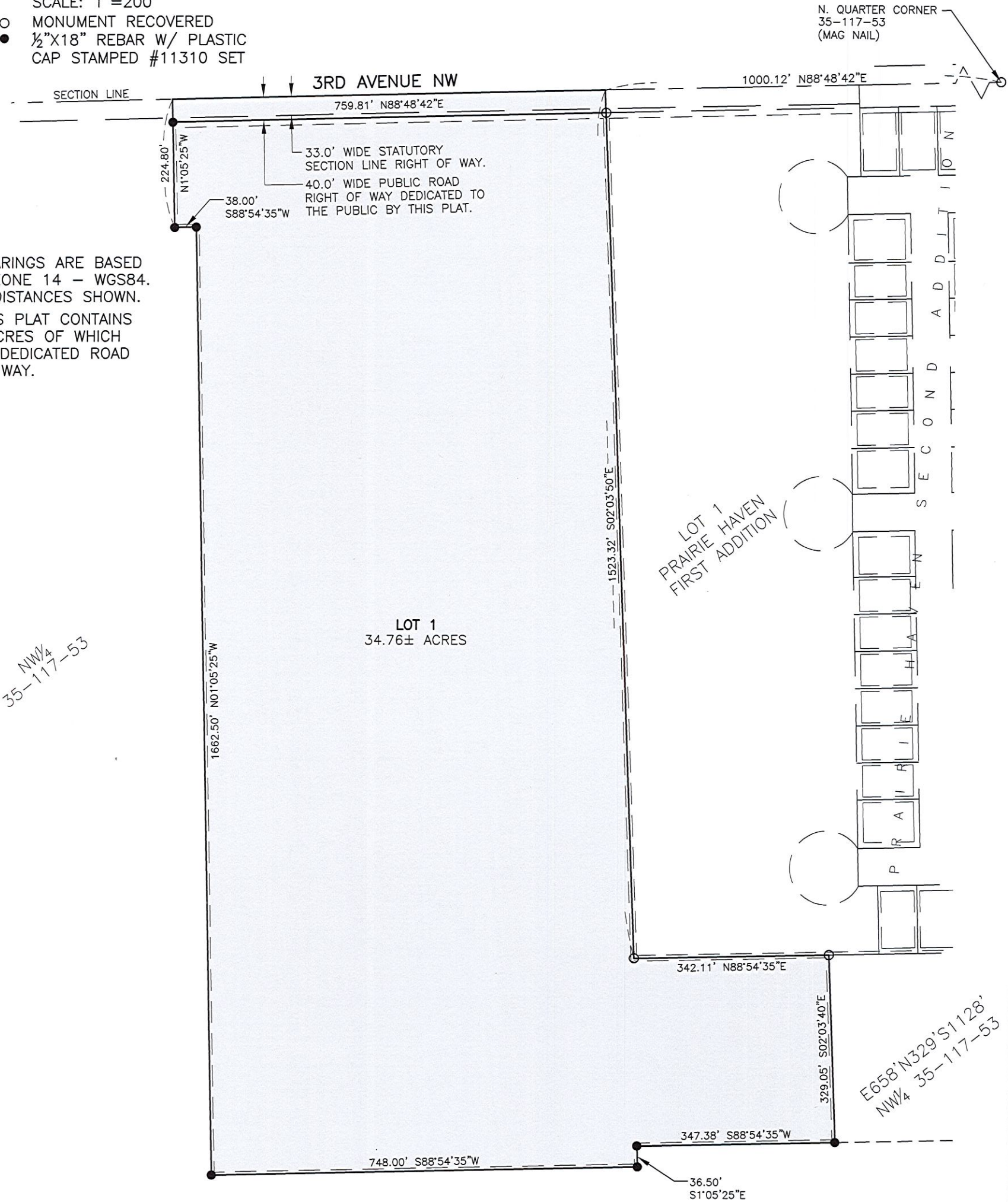


PLAT OF  
PRAIRIE HAVEN ANNEXATION FIRST ADDITION TO THE  
MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON,  
SOUTH DAKOTA.



SEPTEMBER 15, 2023  
SCALE: 1"=200'  
○ MONUMENT RECOVERED  
● ½"X18" REBAR W/ PLASTIC  
CAP STAMPED #11310 SET

NOTE: BEARINGS ARE BASED  
ON UTM ZONE 14 – WGS84.  
GROUND DISTANCES SHOWN.  
NOTE: THIS PLAT CONTAINS  
34.76± ACRES OF WHICH  
0.70± IS DEDICATED ROAD  
RIGHT OF WAY.



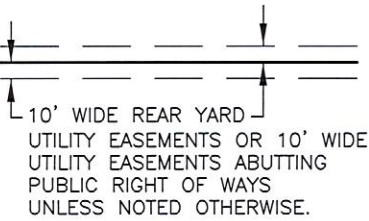
NW¼  
35-117-53

E658'N329'S1128'  
NW¼ 35-117-53

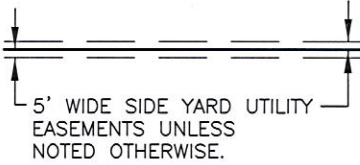
NW¼  
35-117-53



Prepared By  
AASON ENGINEERING COMPANY, INC.  
1022 SIXTH STREET S.E.  
WATERTOWN, SD  
Telephone 605-882-2371



EASEMENT INFORMATION



EASEMENT INFORMATION

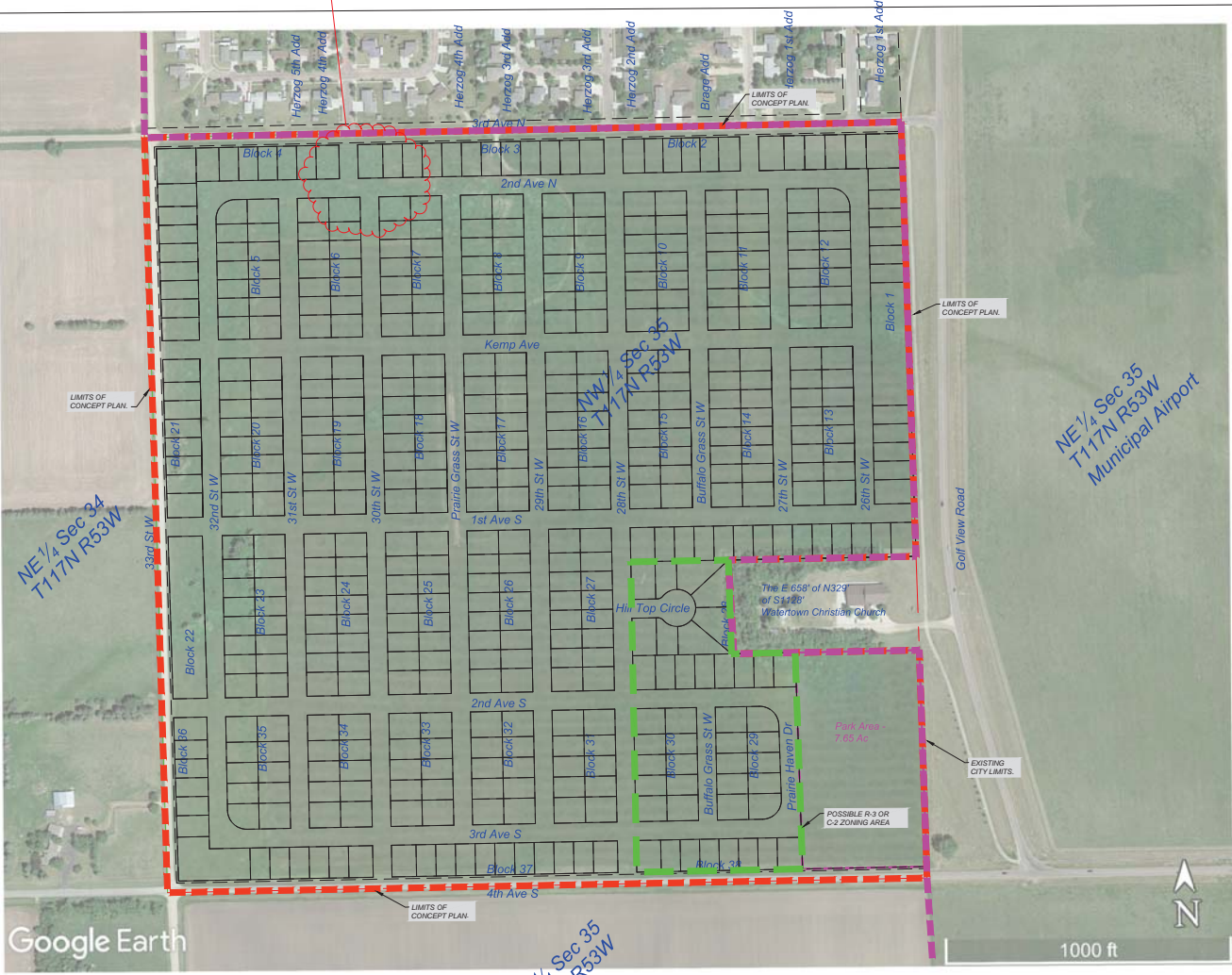


Registered Land Surveyor



Approved per Resolution No. 2021-46 on  
September 23rd, 2021 with conditions as shown below

Offset distance shall be corrected to  
meet EDS at preliminary plan phase



- LEGEND**
- EXISTING CONTOUR LINE (1' INTERVALS)
  - EXISTING BUILDING EXTERIOR FOOTPRINT
  - SUBJECT PROPERTY BOUNDARY LINE
  - LOT LINES
  - SETBACK LINES
  - EASEMENT LINES
  - UNDERGROUND SANITARY SEWER LINE
  - UNDERGROUND STORM SEWER
  - UNDERGROUND ELECTRICAL LINE
  - UNDERGROUND FIBER-OPTIC LINE
  - OVERHEAD TRANSMISSION LINE
  - UNDERGROUND COMMUNICATIONS LINE
  - UNDERGROUND NATURAL GAS LINE
  - ASPHALT SURFACING
  - CONCRETE SURFACING
  - GRAVEL SURFACING
  - POWER POLE
  - LIGHT POLE
  - SANITARY SEWER MANHOLE
  - STORM SEWER JUNC. BOX / MANHOLE
  - STORM SEWER INLET
  - WATER VALVE / CURB STOP
  - MONUMENT RECOVERED
  - PROPERTY CORNER
  - UTILITY TERMINAL

**GENERAL NOTE**

1. PROJECT AREA - 156.7 ACRES

**PROPOSED ZONING**

ZONE: R-1C, COMPACT SINGLE FAMILY RESIDENTIAL  
DISTRICT EXCEPT AS NOTED

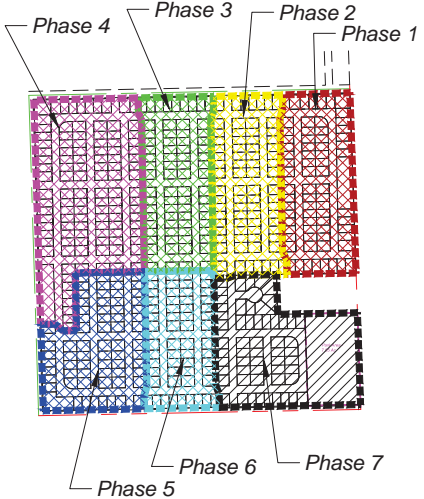
**YARD SETBACK REQUIREMENTS PER ZONING:**

MAXIMUM HEIGHT: 24 FEET  
FRONT YARD: 25 FEET  
SIDE YARD: 6 & 9 FEET  
REAR YARD: 25 FEET

**ZONING AUTHORITY:** CITY OF WATERTOWN  
**PHONE NUMBER:** 605.832.5321 EXT. 3031  
**CONTACT PERSON:** BRANDI HANTEN

**LEGAL DESCRIPTION**

NW 1/4, SECTION 35 T117N R53W OF THE 5TH PM COUNCILMAN COUNTY,  
SOUTH DAKOTA LESS THE E658' OF THE NORTH 1/2 OF THE SOUTH 1/2



RODNEY S. DEJONG  
REGISTERED ENGINEER  
REGISTERED LAND SURVEYOR  
REGISTRATION NO. 3503  
Aspen Engineering Co., Inc.

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

**RESOLUTION NO. 24-05**

**A RESOLUTION FOR ANNEXING A PORTION OF PROPERTY IN THE NE 1/4 OF SECTION 35, TOWNSHIP 117 NORTH, RANGE 53 WEST OF THE 5TH PM CODINGTON COUNTY, SD**

**WHEREAS**, Petitioner, High Five Properties, LLC, the owner of real property in Codington County described as:

*“A Portion of the NE 1/4 of Section 35, Township 117 North, Range 53 West of the 5th PM Codington County, SD”*

Which upon platting shall be known as *“Prairie Haven Annexation First Addition” to the Municipality of Watertown, in the County of Codington, South Dakota*

did petition the Mayor and the City Council of the City of Watertown, Codington County, South Dakota, to include the said property within the limits of the City, pursuant to §9-4-1 SDCL 1967 and acts amendatory thereof; and

**WHEREAS**, the City Plan Commission of the City of Watertown, in its Resolution No. 24-05 has recommended that the above described property be annexed into the city limits with no zoning designation and the condition that the property be platted, and that an appropriate zoning designation be assigned to said property upon recommendation of the Plan Commission and following a public hearing of the City Council; and

**WHEREAS**, there are no legal voters residing on the said property, and the property petitioned for annexation is contiguous to the City of Watertown and should be annexed thereto.

**BE IT FURTHER RESOLVED** that the portion of the public right-of-way adjacent to the above-described property be annexed to the centerline with no zoning designation.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council, City of Watertown, Codington County, South Dakota, that the petition is hereby approved and the above-described property is hereby declared to be annexed to the City of Watertown, South Dakota with no zoning designation.

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 all voted aye whereupon the Mayor declared the resolution to be duly passed and adopted.

I certify that Ordinance No. 24-02 was published in the Watertown Public Opinion, the official newspaper of said City, on this \_\_\_\_ day of \_\_\_\_\_, 2024.

Kristen Bobzien, Chief Financial Officer

City of Watertown

Attest:

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

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

**ORDINANCE NO. 24-02**

**An Ordinance Amending Zoning District Boundaries by Zoning A Portion of Property to be known as Prairie Haven Addition to R-1C Compact Single Family Residential District**

**BE IT ORDAINED** by the City of Watertown, upon examination of the Petition for Zoning of property to the City of Watertown by High Five Properties, LLC, being the owner of real property in Codington County described as:

*“A Portion of the NE 1/4 of Section 35, Township 117 North, Range 53 West of the 5th PM Codington County, SD”*

*Which upon platting shall be known as, “Prairie Haven Annexation First 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. 24-02 that the zoning designation of said property, annexed in accordance with City Council Resolution No. 24-05, be established as *R-1C Compact Single Family Residential District* pursuant to Watertown Revised Ordinance §21.15.

**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. 24-02 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: Tuesday, February 20, 2024

Second Reading: Monday, March 4, 2024

Published: Saturday, March 9, 2024

Effective: Friday, March 29, 2024

City of Watertown

Attest:

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

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





# City Council

## Agenda Item

**Subject:** Second Reading of Ordinance No. 24-03, Amending the Zoning Map of the City of Watertown, SD, for Lots 15-18 Block 7 of Davlin's Addition, from I-1 Light Industrial District to C-3 Highway Commercial District

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

---

### BACKGROUND INFORMATION:

The owner, Brian Brandriet, Acting Agent, MB Investments, LLC, has petitioned to rezone lots 15-18 Block 7 of Davlin's Addition from I-1 Light Industrial District to C-3 Highway Commercial District. The property meets the minimum lot size requirements to be zoned C-3 and is adjacent to 10th Avenue SE (Jenson Avenue) which has C-3 zoning on the north side. The Comprehensive Land Use Plan shows this area as a mix of light industrial/regional commercial for future land uses.

There is an existing 48 'x 80' structure that was constructed in 2000 (Building Permit #8677) located on the property proposed to be rezoned. Upon rezoning, the current outdoor storage would be required to be removed and required off-street parking, loading, and access for the commercial use would need to be installed.

Plan Commission recommended approval at the February 8, 2024, meeting (6-1).

### Facts:

1. Adjacent Property Zoning Designation:
    - a. North→C-3 Highway Commercial District
    - b. East→ I-1 Light Industrial District
    - c. South → I-1 Light Industrial District
    - d. West→ I-1 Light Industrial District
  2. Rezone will extend to the centerline of the adjacent right-of-ways
  3. Property located in the AO (100 year floodplain)
- 

### SUGGESTED MOTION:

Staff recommends approval of this rezone through the following motion:

I move to approve Ordinance No. 24-03, Amending the Zoning Map of the City of Watertown, SD, for Lots 15-18 Block 7 of Davlin's Addition, from I-1 Light Industrial District to C-3 Highway Commercial District

---

### STAFF REFERENCE(S):

**ATTACHMENT(S):**

[Petition](#)

[Vicinity Map](#)

[Future Land Use Maps- Comprehensive Plan](#)

[Ordinance No. 24-03](#)

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

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

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

1. Your Petitioner(s), MB Investments, LLC, 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 "I1 – Light Industrial District" to "C3 – Highway Commercial District".

Lots 15-18 Block 7 of the Plat entitled, "Davlin's Addition to Watertown, S.D. in Government Lot 4, Section 5, Township 116, Range 52, Codington Co., S.D." Subject property contains 30,000 +/- Sq. Ft.

2. Petitioner is the owner of record of the above-described real property.
3. The petitioner intends to market the property for uses within the C3 District.
4. The following Exhibit is attached hereto and is by reference incorporated as part of this Petition:

Exhibit A – Lots 15-18 Block 7 Davlin's Addition to the Municipality of Watertown, Codington County, 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 "I1 – Light Industrial District" to "C3 – Highway Commercial District".

Dated at Watertown, South Dakota, this 19<sup>th</sup> day of January, 2024.

By [Signature]  
Brian Brandriet, Acting Agent  
MB Investments, LLC

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

On this the 19<sup>th</sup> day of January, 2024, before me, the undersigned officer, personally appeared Brian Brandriet, Acting Agent for MB Investments, LLC, 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.

[Signature]  
Notary Public

(SEAL)

My Commission Expires: 9-28-2024







# Exhibit A

Lots 15–18 Block 7 Davlin’s Addition to the Municipality of Watertown, Codington County, South Dakota. Subject parcel contains 30,000 +/- Sq. Ft.



**ZONING DESIGNATIONS**

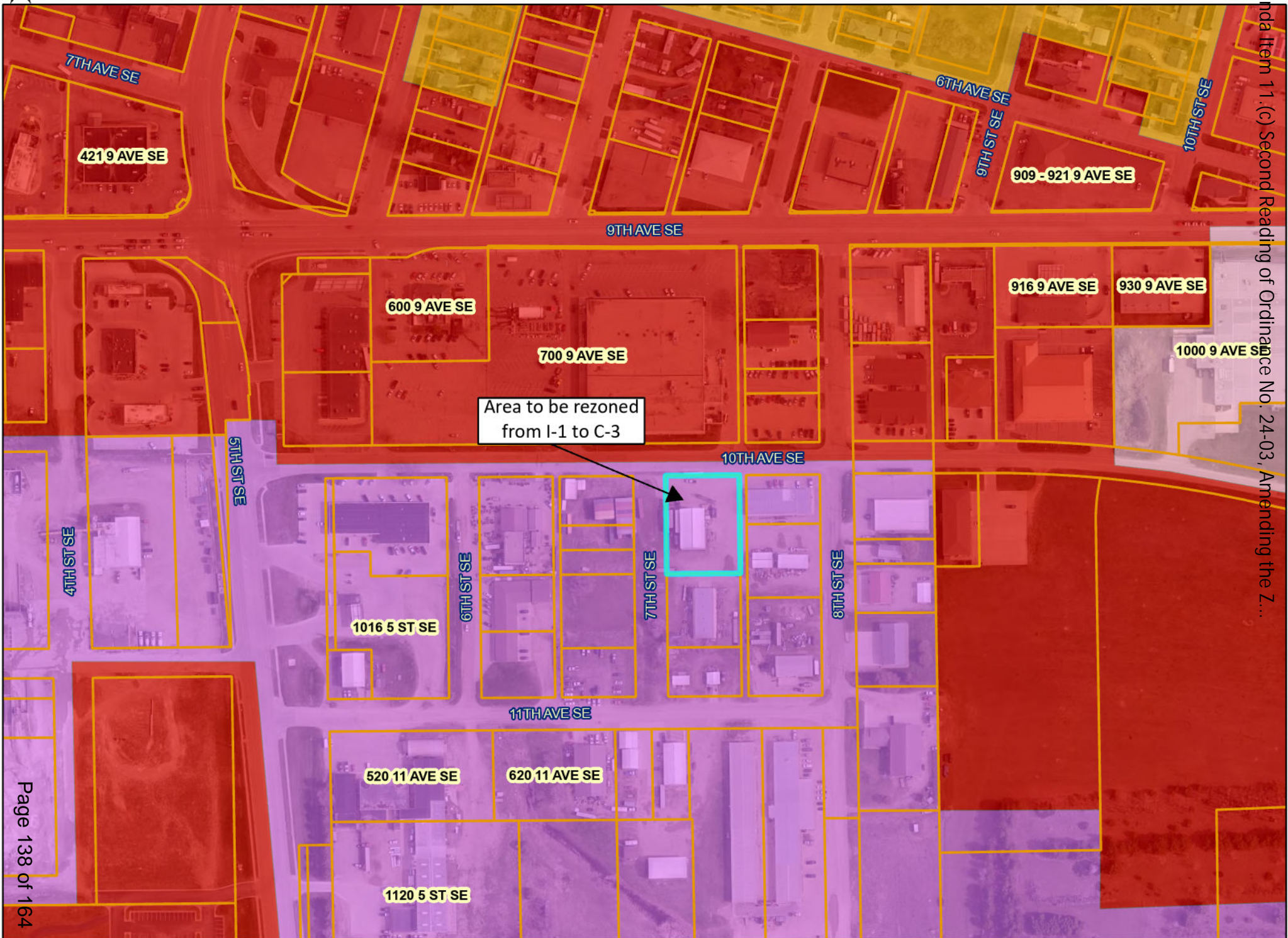
-  I1 ZONING DESIGNATION
-  C3 ZONING DESIGNATION



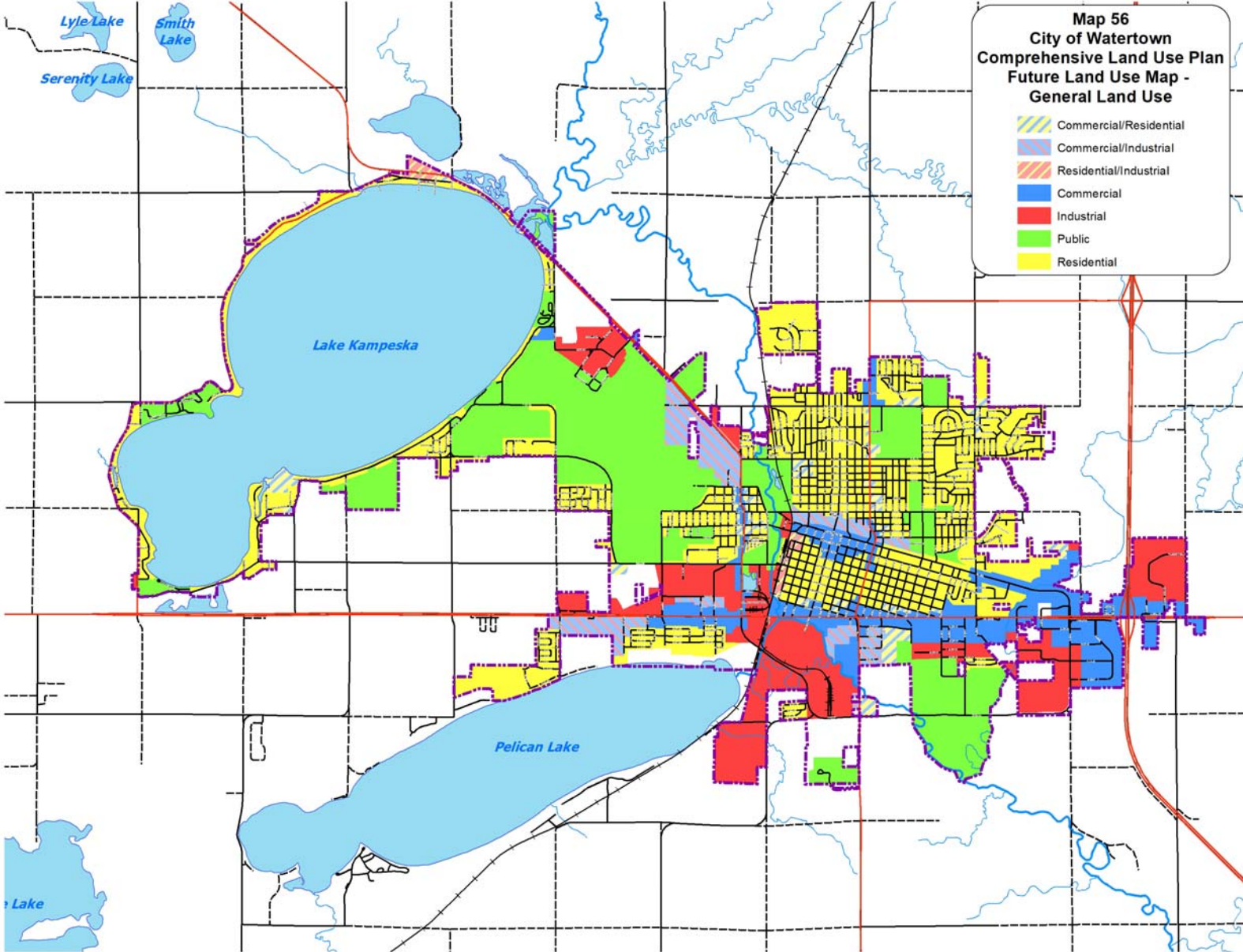
Prepared By  
AASON ENGINEERING COMPANY, INC.

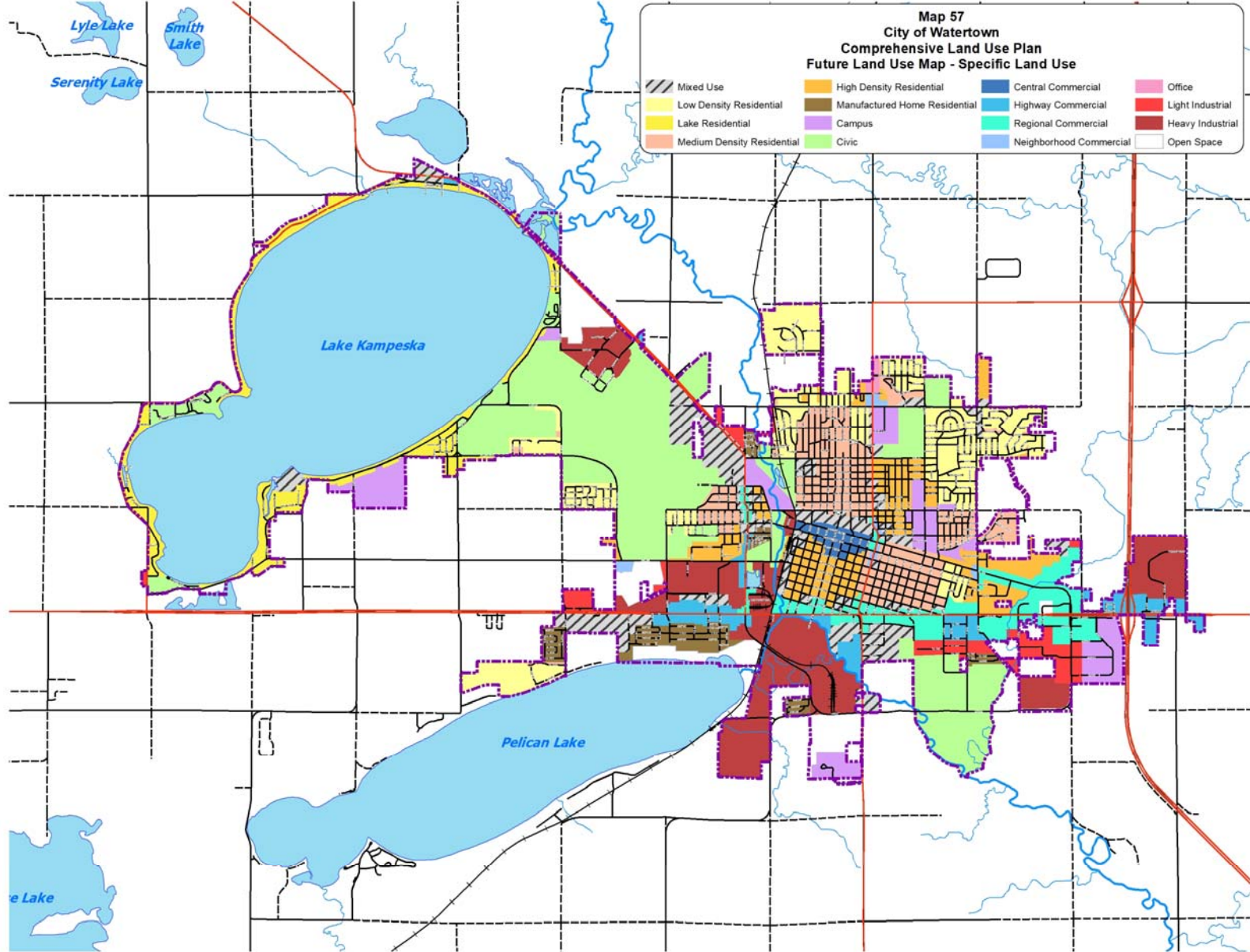
1022 SIXTH STREET S.E.  
WATERTOWN, SD  
Telephone 605-882-2371

# Vicinity Map

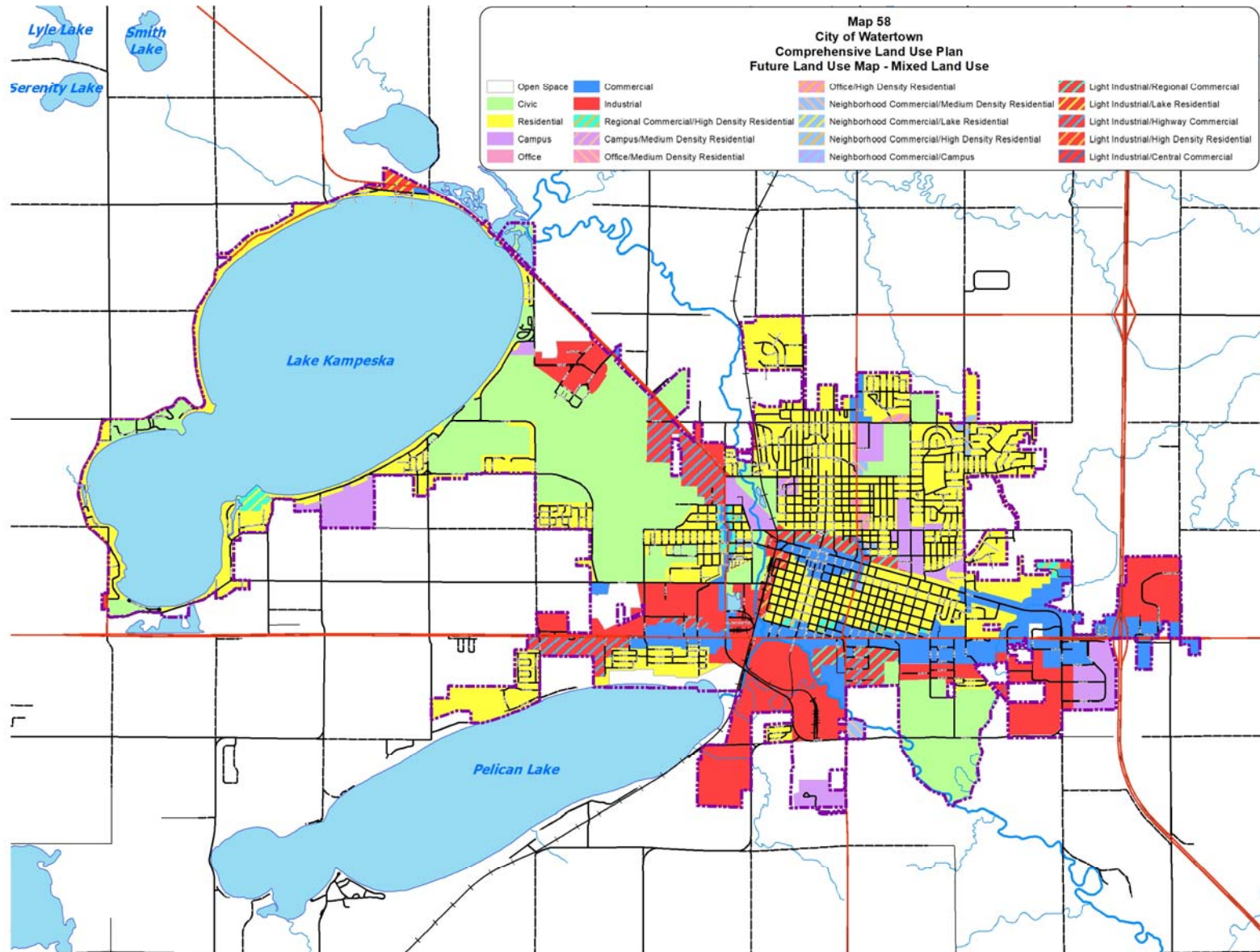












**ORDINANCE NO. 24-03**

**Petition to Amend Zoning District Boundaries by Rezoning a Portion of Davlin's Addition  
from I-1 Light Industrial District to C-3 Highway Commercial District**

**BE IT ORDAINED** by the City of Watertown, upon examination of the Petition to Change Zoning by MB Investments, LLC, the owner of real property described as:

*Lots 15-18 Block 7 of the Plat entitled, "Davlin's Addition to Watertown, S.D. in Government Lot 4, Section 5, Township 116, Range 52, Codington Co., S.D." 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. 24-03, that the property be, and is hereby, rezoned from the existing designation of *I-1 Light Industrial District*, pursuant to Watertown Revised Ordinance §21.32 to *C-3 Highway Commercial District*, pursuant to Watertown Revised Ordinance §21.28.

**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. 24-03 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: Tuesday, February 20, 2025

Second Reading: Monday, March 4, 2025

Published: Saturday, March 9, 2025

Effective: Friday, March 29, 2025

City of Watertown

Attest:

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

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



# City Council

## Agenda Item

**Subject:** Approval of Resolution No. 24-04, the Plat of Valley View Fifth Addition to the Municipality of Watertown, in the County of Codington, South Dakota and Authorize the City Manager to enter into a Development Agreement

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

---

### BACKGROUND INFORMATION:

The owner, Jamie Andrews, Acting Agent of J&J Land Sales, LLC, has submitted the Plat of Valley View Fifth Addition. This plat includes 22 lots that are currently annexed and zoned as R-1 Single Family Residential District. Lots 11 thru 18 Block 9 of Valley View Fifth Addition are currently going through the process of petition to rezoning those lots from R-1 Single Family Residential District to R-2 Single Family Attached Residential District. The lots immediately to the south were rezoned to R-2 and platted as Valley View Fourth Addition in 2021. The rezone is appropriate for transitional zoning within a residential district and is the second phase to the interior of Kaylee Court. The subdivision is in conformance with the approved Preliminary Plan of Valley View Addition.

The Plat of Valley View Fifth Addition includes a development agreement outlining the infrastructure improvement requirements within the platted right of way of Kaylee Court. Construction plans for this subdivision have been approved by city staff and the Design Review Team. The development agreement will be recorded with the Plat of Valley View Fifth Addition.

The Plan Commission recommended approval at the February 22nd, 2024, meeting (7-0).

### Facts:

1. Adjacent Property Zoning Designation:
    - a. North→R-1 Single Family Residential District
    - b. East→ R-1 Single Family Residential District
    - c. South → R-2 Single Family Attached Residential District
    - d. West→ County
  2. This plat will create:
    - a. (14) R-1 Single Family Residential District
    - b. (8) R-2 Single Family Attached Residential District
  3. No floodplain in area
- 

### SUGGESTED MOTION:

Staff recommends approval of the proposed plat through the following motion:

Agenda Item 12.(a) Approval of Resolution No. 24-04, the Plat of Valley ...

I move to approve Resolution No. 24-04, the Plat of Valley View Fifth Addition to the Municipality of Watertown, in the County of Codington, South Dakota and Authorize the City Manager to enter into a Development Agreement

---

**STAFF REFERENCE(S):**

Brandi Hanten, Heath VonEye

---

**ATTACHMENT(S):**

[Vicinity Map](#)

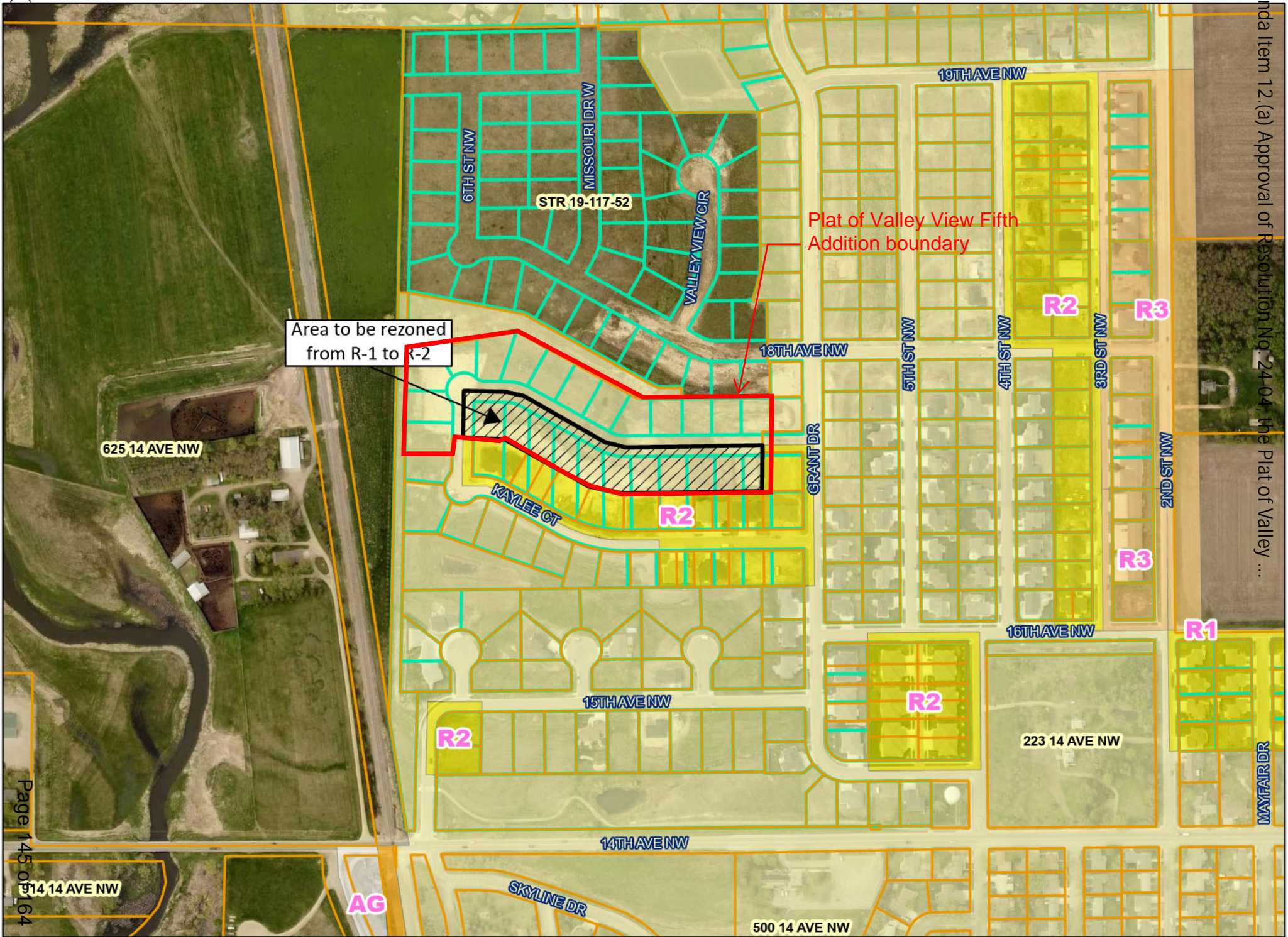
[Plat of Valley View Fifth Addition](#)

[Development Agreement](#)

[Resolution No. 24-04](#)



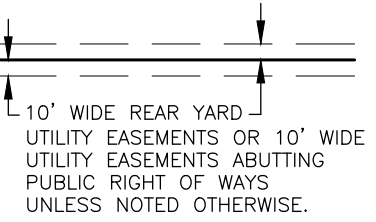
# Vicinity Map



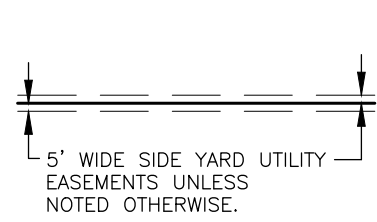


PLAT OF  
VALLEY VIEW FIFTH ADDITION TO THE MUNICIPALITY OF  
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

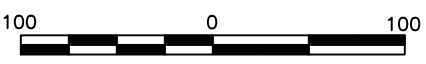
THIS PLAT IS A RE-PLAT OF AND SHALL VACATE ALL OF OUTLOT X  
BLOCK 8 OF THE PLAT ENTITLED, "VALLEY VIEW FOURTH ADDITION TO  
THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON,  
SOUTH DAKOTA." RECORDED IN BOOK "OP" OF PLATS ON PAGE  
904.



EASEMENT INFORMATION



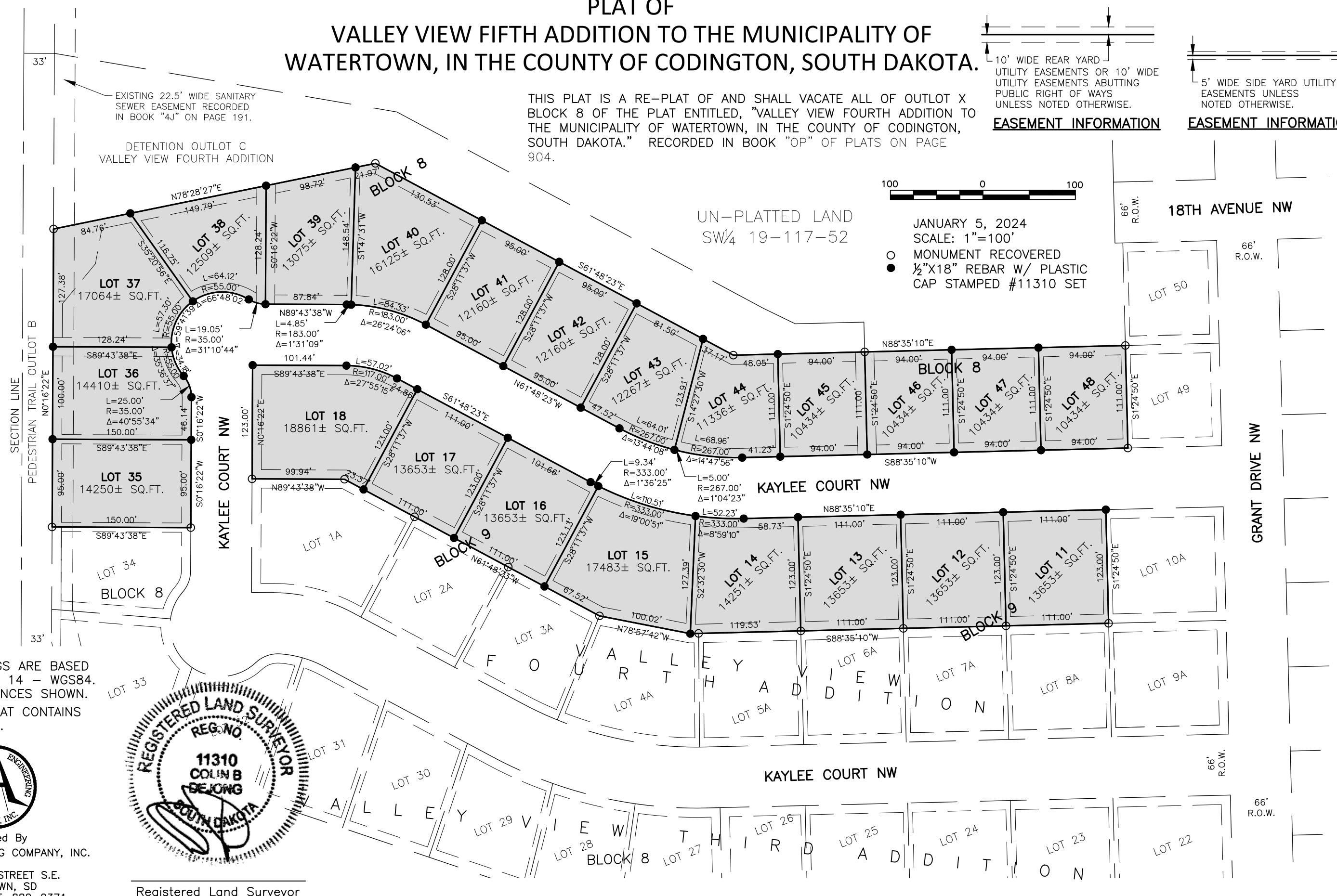
EASEMENT INFORMATION



JANUARY 5, 2024  
SCALE: 1"=100'

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

UN-PLATTED LAND  
SW 1/4 19-117-52



NOTE: BEARINGS ARE BASED  
ON UTM ZONE 14 - WGS84.  
GROUND DISTANCES SHOWN.  
NOTE: THIS PLAT CONTAINS  
14.60± ACRES.



Prepared By  
AASON ENGINEERING COMPANY, INC.  
1022 SIXTH STREET S.E.  
WATERTOWN, SD  
Telephone 605-882-2371



Registered Land Surveyor

PLAT OF  
VALLEY VIEW FIFTH ADDITION TO THE MUNICIPALITY OF WATERTOWN,  
IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

\*\*\*\*\*

PROPRIETOR'S CERTIFICATE

I, Jamie Andrews Acting Agent for J&J Land Sales, LLC, the owner of the following described property: "Outlot 'X' in Block 8 of the plat entitled, 'Valley View Fourth Addition to the Municipality of Watertown, in the County of Codington, South Dakota,'" hereby certify that I have caused all of the above-described property to be surveyed and re-platted into a parcel of land hereafter to be known as:

"Valley View Fifth 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 survey and plat was made at my request and under my direction and for the purpose indicated thereon and herein. I 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 to the public for public use all rights of ways and grant 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 11<sup>th</sup> day of Jan, 2024

Jamie Andrews  
Acting Agent  
J&J Land Sales, LLC

\*\*\*\*\*

State of South Dakota ) ss  
County of Codington )

On this the 11<sup>th</sup> day of Jan, 2024, before me, personally appeared Jamie Andrews Acting Agent for J&J Land Sales, LLC, known to me or satisfactorily proven to be the person whose names are subscribed to the within instrument and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

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

Michelle Burleson  
Notary Public

My Commission Expires: 9-28-2024



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

**PLAT OF**  
**VALLEY VIEW FIFTH ADDITION TO THE MUNICIPALITY OF WATERTOWN,**  
**IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.**

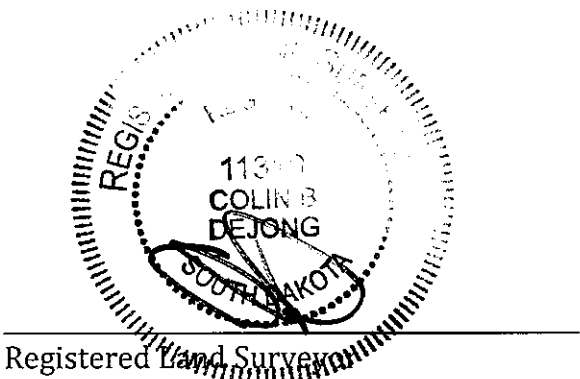
\*\*\*\*\*

**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 5<sup>TH</sup> day of JANUARY 2024



\*\*\*\*\*

**CITY STREET AUTHORITY'S CERTIFICATE**

Having the authority to do so, I hereby approve access for the lots included in this plat onto the adjoining right of ways. All access sizes and locations to be determined at building permit issuance.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Justin Petersen, PE  
City Engineer, Watertown, SD

\*\*\*\*\*

**CITY PLAN COMMISSION RECOMMENDATION**

Resolution No. \_\_\_\_\_

The aforementioned 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Chairman  
Watertown City Plan Commission





**PLAT OF  
VALLEY VIEW FIFTH ADDITION TO THE MUNICIPALITY OF WATERTOWN,  
IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.**

\*\*\*\*\*

**RESOLUTION OF WATERTOWN CITY COUNCIL**

Resolution No. \_\_\_\_\_

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 **“Valley View Fifth 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Attest:

\_\_\_\_\_  
Chief Financial Officer  
City of Watertown, SD

\_\_\_\_\_  
Mayor  
City of Watertown, SD

\*\*\*\*\*

**CITY FINANCE OFFICER'S CERTIFICATE**

I, the duly appointed, qualified and acting Chief Financial 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ have been paid in full.

\_\_\_\_\_  
Chief Financial Officer  
City of Watertown, SD

\*\*\*\*\*

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ have been paid in full.

\_\_\_\_\_  
Treasurer  
Codington County, SD

\*\*\*\*\*



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

**PLAT OF**  
**VALLEY VIEW FIFTH ADDITION TO THE MUNICIPALITY OF WATERTOWN,**  
**IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.**

\*\*\*\*\*

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Director of Equalization  
Codington County, SD

\*\*\*\*\*

**REGISTER OF DEEDS CERTIFICATE**

I hereby certify that I have received and filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ O'clock \_\_\_\_M. and duly recorded in Book \_\_\_\_\_ of Plats on Page \_\_\_\_\_.

\_\_\_\_\_  
Register of Deeds,  
Codington County, SD



Document prepared by:  
City of Watertown  
Community Development Division  
23 2nd Street NE  
Watertown, SD 57201  
(605) 882-6202

## DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between J&J Land Sales LLC, owner, hereinafter “Developer,” and the City of Watertown, a municipal corporation of the State of South Dakota, hereinafter “City” and is subject to the following terms and conditions:

### A. RECITALS

1. Developer certifies that it is the owner of a tract of land legally described as:

*“Outlot ‘X’ in Block 8 of the plat entitled, ‘Valley View Fourth Addition to the Municipality of Watertown, in the County of Codington, South Dakota;”*

Which upon platting shall be known as:

**“Valley View Fifth Addition to the Municipality of Watertown, in the County of Codington, South Dakota”**

2. Developer certifies that it has the legal authority to enter into this agreement.
3. Developer has caused the Plat of said property to be prepared in accordance with City’s subdivision regulations; and
4. A copy of the plat drawing is attached hereto and incorporated by reference; and
5. City subdivision regulations require that all infrastructure improvements essential to the proper development of any subdivision, or portion thereof, be completed by the Developer; and
6. City subdivision regulations require, as a prerequisite to the approval of a plat, written assurances from the Developer fixing responsibility for the required improvements; and
7. Developer, in order to satisfy the conditions set forth above and in order to induce the City to approve and accept the plat attached hereto, and City hereby knowingly and voluntarily enter into this agreement.
8. This assurance agreement is given for the benefit of the City as well as successors in interest of lots in the subdivision as shown on the plat.

### B. DEVELOPER’S OBLIGATIONS AND IMPROVEMENTS REQUIRED

#### 1. GENERAL

- a. Developer agrees to install, or cause to be installed, the following subdivision improvements: curb and gutter, granular street base, woven textile fabric, and asphalt surface, water service lines, sanitary sewer, storm sewer, drainage, sidewalk, ADA ramps; and all other improvements necessary to develop the area in accordance with the Subdivision Regulations, Engineering

Design Standards and Specifications, Zoning Ordinance, and all other applicable ordinances of the City. All public improvements shall be installed in accordance with the Construction Plans filed with and approved by the City Engineer, as applicable.

- b. A cost estimate of all required improvements is attached hereto as Exhibit A.
- c. Required improvements will be accepted as dedications to, and shall become the property of the City, when completed to City standards to the satisfaction of the City Engineer and with written acceptance by the City Council.

## 2. STREETS

- a. Streets shall be constructed in each and every platted right-of-way and shall be built to the exterior lot lines of the subdivision and constructed as the sections are shown in the approved construction plans on file at the office of the City Engineer. The following streets are included in the required improvements:
  - 1) That portion of Kaylee Court NW, included on the plat, shall be constructed to City Engineering Design Standards as local residential street section in accordance with the approved construction plans.
- b. Developer agrees to maintain the turn-arounds in good condition to the satisfaction of the City Engineer. Developer understands that it shall be the responsibility of the Developer or their successors in interest to remove the temporary turn-arounds and stabilize the site at such time that the City Engineer determines the turn-arounds are no longer needed.

## 3. SANITARY SEWER

- a. Developer shall install, or cause to be installed, sanitary sewer and services to the property line for each lot served and shall be built to the exterior lot line of the subdivision, as shown on the approved construction plans.

## 4. STORM SEWER AND DRAINAGE

- a. Developer shall construct, or cause to be constructed, to City standards, all storm sewers, catch basins, drop inlets, culverts, drainage-ways, and other related and required drainage improvements.
- b. Developer shall comply with City Stormwater regulations found in Title 23 of the City Ordinances.
- c. The Developer agrees to pay the pro-rata share of the cost recovery for land acquisition, attached as Exhibit C, associated with the implementation of the Willow Creek Tributaries Drainage Master Plan prior to the recording of the plat in the amount of \$56,235.46.

## 5. MUNICIPAL UTILITIES

- a. Developer will, prior to installation, coordinate with the Watertown Municipal Utilities Department to ensure that the electric, natural gas, and water supply utilities are installed according to policies and standards established by the Watertown Municipal Utilities Department.
- b. Developer shall install, or cause to be installed, water services to the property line for each lot so served.

## 6. GRADING AND EROSION CONTROL



- a. Developer shall complete grading of all utility easements and drainage ways to within two-tenths (0.2) feet of the elevation as shown on the approved final grading plan.
- b. No grading or other improvements shall take place until such time that a Stormwater Pollution Prevention Plan (SWPPP) is completed and approved by the City Engineer and a General Permit for Stormwater Discharges Associated with Construction Activities is obtained from the State DNR.
- c. Developer shall implement the Erosion Control Plan approved by the City Engineer. Developer agrees to maintain the erosion control devices and employ additional measures as necessary if the installed measures fail to retain soil on the site, until such time as the site is fully stabilized.
- d. All erosion control devices shall be removed by the Developer after the site is fully stabilized and approved by the City Engineer.
- e. Developer acknowledges that substantial fill and grading may be required for development of the individual lots within the subdivision, and intends to pass the responsibility for fill and grade (excluding utility easements and drainage ways) on to the owners of individual lots who will perform the necessary work in conjunction with building permit issuance. Developer will instruct each new lot owner of his or her responsibility.

**7. SIDEWALKS AND RECREATION TRAIL**

- a. Developer shall install all pedestrian ramps at street intersections with the curb and gutter improvements. Ramps will need to comply with current ADA standards, including installation of detectable warning panels. Developer may not pass on the responsibility to install ADA-compliant pedestrian ramps.
- b. For portions of sidewalk not shown on the approved construction plans, the Developer may allow the responsibility for sidewalk installation to pass onto the Developer's successors in interest of individual lots. Developer shall give notice to each of its successors in interest of this responsibility to install sidewalks as a condition of any building permit or upon order of the City pursuant to City Ordinance. Developer will have no further responsibility for sidewalk installation upon actual or constructive notice to each of Developer's successors in interest.
- c. All remaining sidewalks shall be installed by Developer on or before five (5) years of the date this instrument is recorded with the Codington County Register of Deeds. However, Developer will be required to install the remaining sidewalks earlier on either or both sides of the public right-of-way when the linear feet of uninstalled sidewalk is 30% or less of the total linear feet of sidewalk required on such side. The City also reserves the right to order all sidewalks to be installed at any time. If the Developer, or any of Developer's successors in interest, fail to install such sidewalks, the City shall specially assess their full cost as a local improvement pursuant to South Dakota Codified Law and based on the waiver-of-right-to-protest included in this agreement.

**C. GENERAL PROVISIONS**

1. All required improvements shall be installed to the satisfaction of the City Engineer within two (2) years of the date this instrument is recorded with the Codington County Register of Deeds. Notwithstanding any contrary provision in either statute or ordinance, including those relating to the passage of time, Developer acknowledges and agrees that all terms and conditions contained herein shall remain a continuing obligation until satisfaction or completion.
2. City may undertake any legal or equitable action available to enforce the provisions of this agreement in addition to any other remedy provided herein. In the event the City is required to

undertake any action to enforce the terms of this agreement or its subdivision regulations in connection with this agreement, the Developer, its heirs, assigns or successors in interest agree the City may recover its reasonable expenses, including attorney's fees incurred with respect to such action.

3. Developer acknowledges the City has the power to make assessments for local improvements on property adjoining or benefited thereby, to collect same in the manner provided by law, and to fix, determine and collect penalties for nonpayment of any special assessment. The Developer agrees that if at any time in the future the City determines it is necessary or desirous to install aggregate base and grading, geo-textile fabric, concrete curb & gutter, bituminous paving, sidewalk, storm sewer and appurtenances, sanitary sewer and services, water main and services within or adjacent to the subdivision through an assessed project, the Developer or its heirs, assigns, or successors in interest, waive any right to object to such assessed project as allowed under state law in consideration for final approval of the subdivision plat without the immediate installation of said improvements. It is understood by the Developer that the City's primary consideration for granting approval of the subdivision plat on the herein described property and its forbearance from requiring Developer to immediately install aggregate base and grading, concrete curb and gutter, bituminous pavement, sidewalk, storm sewer and appurtenances, sanitary sewer and services, water services is the Developer's covenant and promise to waive any objection to the assessed project and its consent to the assessed project.
4. All of the terms and conditions herein shall extend to and be binding upon the heirs, assigns, or successors in interest of the Developer, and are to be deemed a covenant running with the above described property. Furthermore, it is agreed that, in accepting title to the above described property any grantee, heir, assign, or successor in interest to the undersigned expressly agrees to be bound by the terms of this agreement which shall, upon its execution, be recorded with the Codington County Register of Deeds Office contemporaneously with the plat and pursuant to the provisions of South Dakota law.
5. Should any section or provision of this agreement be declared invalid for any reason whatsoever by any court, such invalidity shall not affect any other section or provision of this agreement in the event such remaining provisions can be given effect without those sections having been declared invalid.
6. This agreement shall be construed according to the laws of the State of South Dakota. No modification or amendment to this agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

#### **D. MAINTENANCE AND ACCEPTANCE**

##### **1. Maintenance of Gravel Streets Under Development**

For streets under construction the Developer will provide minimum maintenance and snow removal on gravel and first lift asphalt streets to provide minimum vehicular passage and provide minimum street sweeping on asphalt streets. If there is any damage to manholes, valves, curb and gutter, valley gutters, or other appurtenances, repairs shall be done at the Developer's expense. Gravel streets will be allowed through one winter season only. The City will take over maintenance upon completion of the final lift of asphalt and written acceptance by the City.

##### **2. Completion of Final Lift on Street**

No sooner than one (1) year after the first lift has been applied or at any time when requested by the City, the Developer shall place the final lift of asphalt on the street. Prior to this action, the Developer will notify the City and state its intentions. The City Engineer will inspect the improvements and make an inspection report to the Developer as to the necessary work needed for

the project to meet City specifications. This inspection report will encompass all aspects of the water, sanitary sewer, storm sewer, curb and gutter, or any other part of the construction as provided for in the preliminary plan as approved. Adjustments or repairs will be the responsibility of the Developer and shall be made prior to the placement of the final lift.

3. Final Acceptance of Improvements

After the Developer deems that all the street and utility improvements have been completed and has placed the final lift of asphalt, the Developer will notify the City in writing that the street is completed. The City Engineer will then inspect all the improvements and inform the Developer of any deficiencies. And those deficiencies shall be remedied by the Developer at the Developer’s expense. Prior to final acceptance the Developer shall furnish a complete set of “As-Built” drawings in AutoCAD format to the City Engineer. Upon the recommendation of the City Engineer, the City will then issue a Certificate of Completion noting any deficiencies and setting a date as to when the one (1) year warranty will end.

4. Developer’s Warranty Responsibilities

The Developer shall warranty the water, sanitary sewer, storm sewer, curb and gutter, valley gutter or any other part of the construction specified in the preliminary plan for a period of one year from the date as stated in the Certificate of Completion. Prior to the end of the one (1) year warranty period the City Engineer will inspect the improvements and report his findings to the City Council. The City Council shall confirm or reject the Acceptance Certificate. If confirmed, the Developer’s responsibility for the improvements ends and the improvements become the responsibility of the City. If any portion is rejected, the Developer will repair or replace the rejected portion and a one (1) year warranty period will begin again on the rejected portion and the Developer shall again comply with the provisions as stated in this agreement.

DEVELOPER:

CITY OF WATERTOWN:

\_\_\_\_\_  
Jamie Andrews, *Acting Agent*  
J&J Land Sales, LLC  
1002 S Madison Street  
Watertown, SD 57201  
Phone: (605) 924-0496

\_\_\_\_\_  
Amanda Mack, City Manager  
City of Watertown  
PO Box 910  
Watertown, SD 57201  
Phone: (605) 882-6200

ATTEST:

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

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

(SEAL)

On this the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared *Jamie Andrews, Acting Agent for J&J Land Sales, LLC*, known to me or satisfactorily proven to be the person whose name is 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.

[SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires:

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

On this the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared Amanda Mack and Kristen Bobzien, who acknowledged themselves to be the City Manager and Chief Financial Officer, respectively, of the City of Watertown, a municipal corporation, and that they as such City Manager and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City by themselves as City Manager and Finance Officer.

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

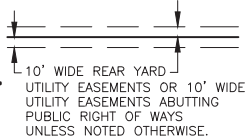
[SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires:

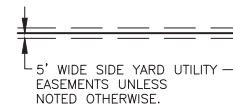


# PLAT OF VALLEY VIEW FIFTH ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

THIS PLAT IS A RE-PLAT OF AND SHALL VACATE ALL OF OUTLOT X BLOCK 8 OF THE PLAT ENTITLED, "VALLEY VIEW FOURTH ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA." RECORDED IN BOOK "OP" OF PLATS ON PAGE 904.



EASEMENT INFORMATION

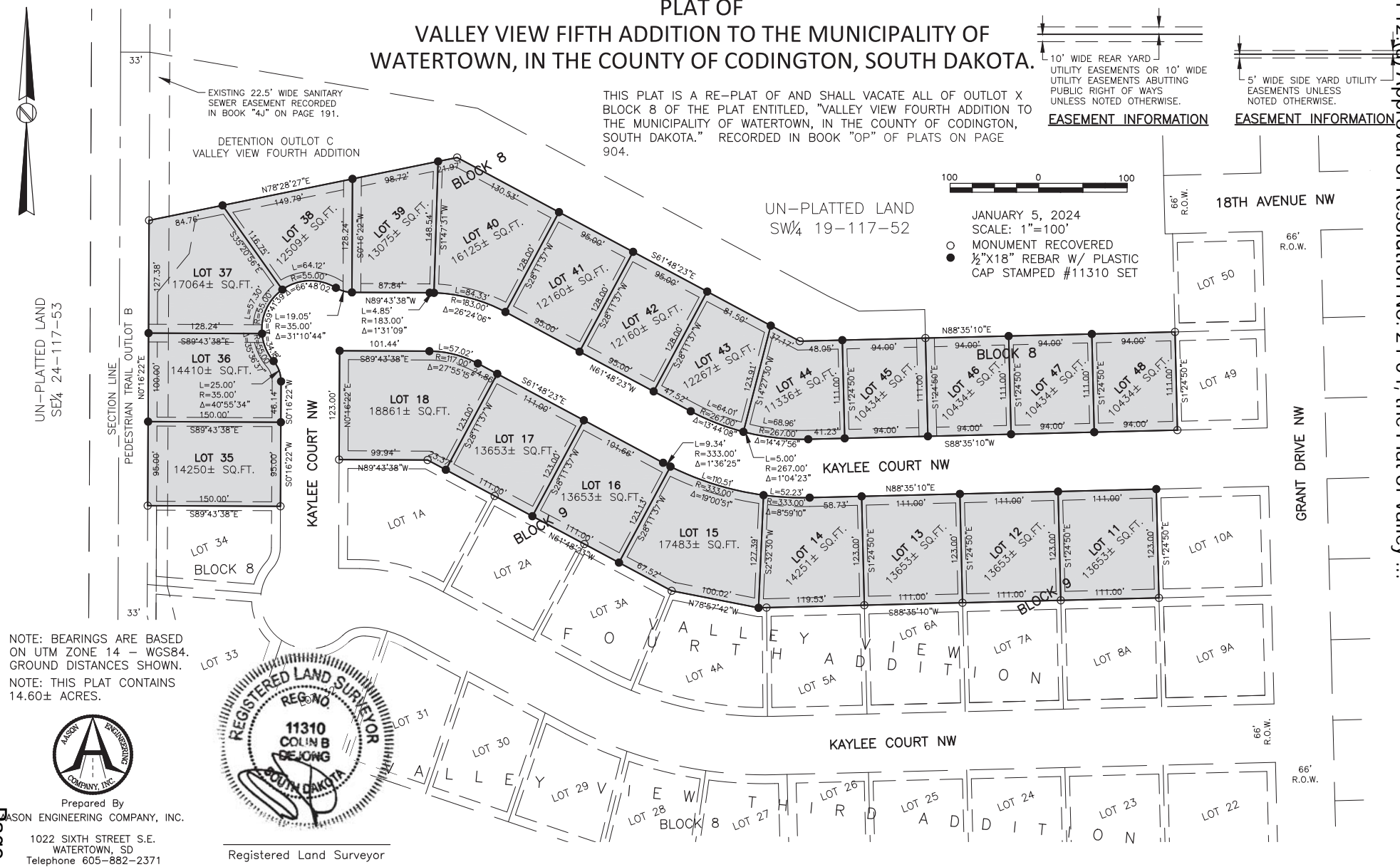


EASEMENT INFORMATION



JANUARY 5, 2024  
SCALE: 1"=100'

- MONUMENT RECOVERED
- 1/2"x18" REBAR W/ PLASTIC CAP STAMPED #11310 SET



NOTE: BEARINGS ARE BASED ON UTM ZONE 14 - WGS84. GROUND DISTANCES SHOWN.  
NOTE: THIS PLAT CONTAINS 14.60± ACRES.



Prepared By  
AASON ENGINEERING COMPANY, INC.  
1022 SIXTH STREET S.E.  
WATERTOWN, SD  
Telephone 605-882-2371



Registered Land Surveyor

**EXHIBIT A: Valley View Fifth Addition - Estimated Costs 11-28-23**

No.	Item	Quantity	Unit	Unit Price	Extended Price
<b>GENERAL ITEMS</b>					
1	Mobilization	Lump Sum	LS	\$50,000.00	\$50,000.00
2	Traffic Control Signs	20	SqFt	\$10.00	\$200.00
3	Barricades	6	Each	\$100.00	\$600.00
4	Traffic Control Misc Items	Lump Sum	LS	\$5,000.00	\$5,000.00
Subtotal					\$55,800.00
<b>EARTHWORK / ROADWAY</b>					
5	Remove & Dispose of Existing Conc. Curb & Gutter	28	Ft	\$10.00	\$280.00
6	Unclassified Excavation	12,356	CuYd	\$3.00	\$37,068.00
7	Offsite Borrow	41,307	CuYd	\$6.00	\$247,842.00
8	Topsoil Stripping	12,603	CuYd	\$2.50	\$31,507.50
9	Topsoil Placement	5,432	CuYd	\$2.50	\$13,580.00
10	Topsoil Used as Fill	7,171	CuYd	\$2.50	\$17,927.50
11	Base Course (Roads)	3,478	Ton	\$16.50	\$57,387.00
12	Woven Geotextile Fabric	5,218	SqYd	\$2.50	\$13,045.00
13	Type B66 Concrete Curb and Gutter	2,340	Ft	\$18.00	\$42,120.00
14	Asphalt Concrete Class E (Road)	950	Ton	\$100.00	\$95,000.00
Subtotal					\$555,477.00
<b>SANITARY SEWER ITEMS / WATER SERVICE ITEMS</b>					
15	Remove Existing Sanitary Sewer Cleanout	1	Each	\$400.00	\$400.00
16	8" Sanitary Sewer Pipe Bedding Material	1,084	Ft	\$6.50	\$7,046.00
17	8" PVC SDR35 Sanitary Sewer Pipe	1,084	Ft	\$40.00	\$43,360.00
18	48" Sanitary Sewer Manhole	6	Each	\$5,600.00	\$33,600.00
19	Type A7 Frame and Lid	6	Each	\$650.00	\$3,900.00
20	PVC Pipe Deflection Test	1,084	Ft	\$1.85	\$2,005.40
21	Pipe Exfiltration Test	1,084	Ft	\$1.85	\$2,005.40
22	48" Manhole Vacuum Test	6	Each	\$325.00	\$1,950.00
23	4" PVC SDR 26 Sewer Pipe (Services)	1,006	Ft	\$40.00	\$40,240.00
24	1" Water Service	1,102	Ft	\$30.00	\$33,060.00
25	Water Service Valve Box	29	Each	\$500.00	\$14,500.00
Subtotal					\$131,260.80
<b>WATER MAIN ITEMS</b>					
26	8" PVC Water Main (Class 200, SDR 21)	1,068	Ft	\$49.00	\$52,332.00
27	8" MJ Valve with Valve Box	1	Each	\$1,800.00	\$1,800.00
28	8" MJ Plug	1	Each	\$110.00	\$110.00
29	8"x22.5° MJ Bend	1	Each	\$370.00	\$370.00
30	8"x11.25° MJ Bend	4	Each	\$250.00	\$1,000.00
31	8"x8" MJ Tee	1	Each	\$540.00	\$540.00
32	8"x6" MJ Tee	2	Each	\$500.00	\$1,000.00
33	6" MJ Valve with Valve Box	2	Each	\$1,400.00	\$2,800.00
34	Fire Hydrant	2	Each	\$3,600.00	\$7,200.00
35	6" PVC Water Main (Hydrant Leader)	20	Ft	\$39.00	\$780.00
Subtotal					\$67,932.00
Developer Responsibility = 80%					\$54,345.60

**Valley View Fifth Addition - Estimated Costs 11-28-23**

No.	Item	Quantity	Unit	Unit Price	Extended Price
<b>STORM SEWER ITEMS</b>					
36	15" RC Pipe	178	Ft	\$55.00	\$9,790.00
37	15' RC Pipe Flared End	1	Each	\$700.00	\$700.00
38	24" RC Pipe	278	Ft	\$80.00	\$22,240.00
39	24' RC Pipe Flared End	1	Each	\$1,000.00	\$1,000.00
40	3'x4' Type B Drop Inlet	2	Each	\$5,000.00	\$10,000.00
41	3'x6' Type SF Drop Inlet	3	Each	\$6,000.00	\$18,000.00
42	Type B Frame & Grate	2	Each	\$900.00	\$1,800.00
Subtotal					\$63,530.00
<b>EROSION CONTROL ITEMS</b>					
43	Class A Riprap	21.4	Ton	\$50.00	\$1,070.00
44	Type B Drainage Fabric	40	SqYd	\$5.00	\$200.00
45	Concrete Washout	1	Each	\$900.00	\$900.00
46	Temporary Rock Construction Entrance	2	Each	\$1,000.00	\$2,000.00
47	High Flow Silt Fence	764	Ft	\$3.50	\$2,674.00
48	Sediment Control at Drop Inlets	8	Each	\$200.00	\$1,600.00
49	Street Sweeping	40	Hour	\$100.00	\$4,000.00
50	Seeding & Mulching	6.7	Acre	\$4,000.00	\$26,800.00
Subtotal					\$39,244.00
Sub Total				\$899,657.40	
10% Contingency				\$89,965.74	
<b>TOTAL</b>				<b>\$989,623.14</b>	

Prepared by:  
Community Development Division  
City of Watertown  
23 Second Street NE  
P.O. Box 910  
Watertown, SD 57201  
(605) 882-6202

**RESOLUTION NO. 24-04**

**RECOMMENDED BY THE CITY PLAN COMMISSION**

**PLAT OF VALLEY VIEW FIFTH ADDITION**

BE IT RESOLVED by the City Council of the City of Watertown, South Dakota, having viewed this plat, and having received a recommendation from the Watertown Plan Commission, does hereby approve this plat of:

“Valley View Fifth Addition to the Municipality of Watertown, in the County of Codington, South Dakota”

Dated at Watertown, South Dakota, this 4<sup>th</sup> day of March, 2024.

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

I hereby certify that Resolution No. 24-04 was published in the Watertown Public Opinion, the official newspaper of said City (as part of the minutes of the City Council meeting of \_\_\_\_\_, 2024), on the \_\_\_\_ day of \_\_\_\_\_, 2024, and a copy of the publication is on file in the City Finance Department.

Kristen Bobzien, Chief Financial Officer

City of Watertown

Attest:

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

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





# City Council

## Agenda Item

**Subject:** Approval of Resolution No. 24-06 requesting the SD DOT hire Civil Design Inc. to perform the 2024 Bridge Inspection Services for the City of Watertown.

**Meeting:** City Council - Mar 04 2024

**From:** Amanda Mack, City Manager

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### **BACKGROUND INFORMATION:**

Through ongoing efforts to ensure highway safety, the US Federal Highway Administration (FHWA) has mandated that local government agencies perform bridge inspections that meet the requirements of the National Bridge Inspection Standards (NBIS) Program. The Program requires the reinspection of bridges over 20 ft in length at intervals not to exceed two (2) years. Any government jurisdiction failing to comply with the posting and reinspection requirements of the NBIS Program may lose its eligibility for Federal transportation dollars.

Watertown currently has eleven (11) structures that require inspection. The inspection cycles of the structures are staggered, with six (6) needing inspection this year. To aid municipalities in meeting the inspection requirement, the FHWA, through the SD DOT, offers several options in the Consultant selection and Contract Administration to be managed by the DOT at an 80%-20% cost share. In Watertown, we have found it most efficient to utilize one of the consulting firms on a pre-approved retainer list with the DOT and pay 20% of the cost share for their services.

The DOT requires the City Council approval of a "Bridge Reinspection Program Resolution". The Resolution requests the City's desired Consultant from the DOT list of approved firms. City Staff reviewed RFPs from five qualified firms in 2022, and recommended via resolution that the DOT hire Civil Design Inc. Staff are recommending the same consultant for the bridge inspection work in 2024.

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### **FINANCIAL IMPACT:**

The estimated cost for the 2024 bridge inspections is approximately \$8,000. The actual price is negotiated with the SDDOT. The City's estimated portion of this cost is \$1600, which is budgeted in account 212-43180-43662.

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### **SUGGESTED MOTION:**

I move to approve Resolution No. 24-06 requesting the SD DOT hire Civil Design Inc. to perform the 2024 Bridge Inspection Services for the City of Watertown.

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### **STAFF REFERENCE(S):**

Heath VonEye, Justin Petersen

**ATTACHMENT(S):**

[RES 24-06 Bridge Reinspection Program](#)

[City of Watertown NBIS Inspection Map CDI 2024](#)

**RESOLUTION NO. 24-06**

**BRIDGE REINSPECTION PROGRAM RESOLUTION  
FOR USE WITH SDDOT RETAINER CONTRACTS**

**WHEREAS**, 23 CFR 650, Subpart C, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

**THEREFORE**, the City of Watertown is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Watertown, SD requests SDDOT to hire Civil Design, Inc. as Consulting Engineer for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the City for 20% of the cost. The City will be responsible for the required 20% matching funds.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_, South Dakota.

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 resolution to be duly passed and adopted.

I hereby certify that Resolution No. 24-06 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City of Watertown

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

ATTEST:

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



# City of Watertown

## NBIS Bridge Inspection Map



CITY OF  
**WATERTOWN**  
SOUTH DAKOTA

### **Str. No. 15-141-139**

Carries: N. Lake Dr.  
Over: Unnamed Creek  
Built: 1931  
Sufficiency Rating: 78.6  
Legal Loads

2023

### **Str. No. 15-179-165**

Carries: 10th Ave. NW  
Over: Big Sioux River  
Built: 2012  
Sufficiency Rating: 100.0  
Legal Loads

2024

### **Str. No. 15-181-170**

Carries: 3rd Ave. N.  
Over: Big Sioux River  
Built: 2022  
Sufficiency Rating: 98.7  
Legal Loads

2023

### **Str. No. 15-181-175**

Carries: 4th Ave. S.  
Over: Big Sioux River  
Built: 1977  
Sufficiency Rating: 93.2  
Legal Loads

2023

### **Str. No. 15-179-183**

Carries: 20th Ave. S. Bypass  
Over: Pelican Lake Channel  
Built: 2012  
Sufficiency Rating: 100.0  
Legal Loads

2024

### **Str. No. 15-184-186**

Carries: 20th Ave. S. Bypass  
Over: Pelican Lake Channel  
Built: 2012  
Sufficiency Rating: 100.0  
Legal Loads

2024

### **Str. No. 15-196-190**

Carries: 20th Ave. S.  
Over: Big Sioux River  
Built: 2010  
Sufficiency Rating: 94.5  
Legal Loads

2023

### **Str. No. 15-181-171**

Carries: W. Kemp Ave.  
Over: Big Sioux River  
Built: 1935  
Sufficiency Rating: 92.3  
Legal Loads

2023

### **Str. No. 15-184-181**

Carries: S. Broadway  
Over: Big Sioux River  
Built: 1962  
Sufficiency Rating: 97.0  
Legal Loads

2024

### **Str. No. 15-202-190**

Carries: 20th Ave. S. Bypass  
Over: Willow Creek  
Built: 2010  
Sufficiency Rating: 100.0  
Legal Loads

2024

### **Str. No. 15-205-177**

Carries: Willow Creek Dr.  
Over: Willow Creek  
Built: 2008  
Sufficiency Rating: 98.0  
Legal Loads

2024

Lake Kampeska

14

212

81

212

29

20

81

29

Item 12.(b) Approval of Resolution No. 24-06 requesting

Watertown

Pelican Lake

Page 164



3 mi