



City Council

Agenda Item

Subject: Approval of Memorandum of Understanding between the City of Watertown and Elmira Township for agreement on road maintenance.

Meeting: City Council - Jul 07 2025 - Incoming Council

From: Alan Stager, City Manager

BACKGROUND INFORMATION:

The Memorandum of Understanding (MOU) between the City of Watertown and Elmira Township consists of assumption of financial responsibility for the care and upkeep of the roadway, right of way, and associated bike paths including bridges, drainage structures, culverts, roadway and bike path surfacing to include overlay, chip seals, crack seals and total reconstruction as required. Joint-jurisdictional road maintenance division is based on this MOU and attached Exhibit A and Exhibit A will be updated between the City of Watertown and Elmira Township every two years.

FINANCIAL CONSIDERATIONS:

Financial responsibility of any modifications needed to a road due to city annexations which cross or border the township belong to the City or Developer, such as traffic signals at a major intersection with a City street. Each party shall take full financial responsibility for all other maintenance of their respective roads.

OVERSIGHT / PROJECT RESPONSIBILITY:

Justin Petersen, City Engineer

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the Memorandum of Understanding between the City of Watertown and Elmira Township for agreement on road maintenance.

ATTACHMENT(S):

[MOU DRAFT--EDITED BY SDATAT ATTORNEY](#)

[Exhibit A- Elmira Township Shared Road Maintenance](#)

CITY OF WATERTOWN

20 N Maple Street
P.O. Box 910
Watertown, SD 57201

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF WATERTOWN AND ELMIRA TOWNSHIP FOR AGREEMENT ON ROAD MAINTENANCE **Updated July 2025**

1. Parties. This Memorandum of Understanding (hereinafter referred to as MOU) is made and entered into by and between the City of Watertown, (hereinafter referred to as CITY), whose address is 23 Second Street, Watertown, SD 57201, and ELMIRA Township, (hereinafter referred to as TOWNSHIP), whose address is xxxxxx, Watertown, SD 57201.
2. MOU Definitions. For the purposes of this MOU, the following definitions apply:

Maintenance is defined as the assumption of financial responsibility for the care and upkeep of the roadway, right of way, and associated bike paths including bridges, drainage structures, culverts, roadway and bike path surfacing to include overlays, chip seals, crack seals and total reconstruction as required. This definition also applies to right-of-way mowing, pavement markings, roadway signage, fencing, litter control (including the removal of dead animals), and snow removal (The Parties will continue to provide overlapping operations as they see fit to best benefit the citizens). The definition does NOT include any CITY-owned or privately-owned utility lines or structures.

Joint-jurisdictional Roads are defined as roads that cross or abut the Jurisdictional Boundary as shown on Exhibit A attached to the MOU.

Jurisdictional Boundary is defined as the CITY corporate boundary (City Limits).

3. Goals and Purposes of this MOU. The CITY and TOWNSHIP recognize that:
 - the road system in and around the City crosses the Jurisdictional Boundary which is ever-changing as the City continues to annex and grow.
 - a formal agreement for Maintenance of these Joint-jurisdictional roads has not been developed in the past.
 - with an expanding Jurisdictional Boundary, coupled with transportation system expansions, a formal and periodically updated Maintenance agreement between the CITY and TOWNSHIP is essential for the long term success of the system.
 - the cost savings and efficiency of developing an equitable system for splitting the Joint-jurisdictional Roads into Maintenance sections that do not necessarily follow strict Jurisdictional Boundaries is in the best interest of the taxpayers.
 - The expansion of the roadway system in and around the Jurisdictional Boundary should be guided by the City's Transportation Master Plan.

4. CITY and TOWNSHIP Responsibilities. The CITY and TOWNSHIP agree to the following:
- by February 1st of each biennium, Exhibit A will be updated by the City of Watertown after meetings with the ELMIRA Township. This exhibit will reflect annexation and subsequent ownership and maintenance changes for the next two-year maintenance cycle. A database of total lane miles of streets pertinent to this agreement, broken out per CITY and TOWNSHIP, will be maintained by the City.
 - the CITY agrees to assume all maintenance responsibilities and ownership of all roads located within, adjacent to, or between the boundaries of all current annexed property and any future annexations as evidenced by including all such roadways within its annexation plats. At the time of entering into this agreement, TOWNSHIP has prepared and executed necessary documents to transferring its right, title and interest in certain existing roadways to further effectuate the purposes of this agreement, copies of which are attached hereto and by this reference, incorporated herein.
 - to work together cooperatively, and particularly in instances when an issue falls outside the specifics of this MOU.
 - Permits:
 - i. Underground or overhead utilities crossing or within the roadway right-of-way shall be permitted by the Party having maintenance responsibility for the roadway, provided however, that CITY may install utilities within all public roadways within the city limits.
 - ii. Approach permits shall be processed by the Party approving the development or subdivision accessing the roadway. The Parties shall work together to establish and/or agree upon appropriate standards for approaches.
 - iii. Both Parties shall work together cooperatively to review and process permits on roadways of common concern.
 - Any modifications needed to a road due to city annexations which cross or border the TOWNSHIP are the financial responsibility of the CITY or Developer. An example might be the installation, operation and maintenance of traffic signals at major intersections with a City street.
5. Shared Road Split. The CITY and TOWNSHIP agree to the following:
- i. 31st Street NE between Highway 212 and 3rd Avenue NE: the CITY will assume all maintenance of the road and right of way, dust control, and plowing. Future paving of the road, including curb and gutter and sidewalk, will be paid for by the adjacent landowners.
 - ii. 3rd Avenue NE between 31st Street NE and 19th Street NE: the CITY will assume all maintenance of the culverts at the unnamed creek, the road and right of way, dust control, and plowing. Future paving of the road, including curb and gutter and sidewalk, will be paid for by the adjacent landowners.
 - iii. 43rd Street SE between US Highway 212 and Pheasant Ridge Drive SE: the CITY will assume all maintenance of the road and right of way, dust control, and plowing up to the edge of the Jurisdictional Boundary. The TOWNSHIP will assume maintenance, dust control,

- and plowing on 43rd Street NE north of the Jurisdictional Boundary (or Pheasant Ridge Drive).
- iv. 26th Avenue NW between US Highway 81 and 7th Street NW: the TOWNSHIP will assume maintenance, dust control, and plowing. Future paving of the road, including curb and gutter and sidewalk, will be paid for by the adjacent landowners.
 - v. 2nd Street NW between 26th Avenue NW and 14th Avenue NW: the CITY will assume all maintenance of road and right of way, dust control, and plowing. Future paving of the road, including curb and gutter and sidewalk, will be paid for by the adjacent landowners.
 - vi. 14th Avenue NE between 19th Street NE and 27th Street NE: the CITY will assume maintenance, dust control, and plowing. The TOWNSHIP will assume maintenance, dust control, and plowing of 14th Avenue NE east of 27th Street NE.
 - vii. All local public streets within the Jurisdictional Boundary will remain the CITY's responsibility and all local streets outside the Jurisdictional Boundary will remain the responsibility of the TOWNSHIP, unless stated to the contrary by the terms contained herein.

The parties of this Memorandum of Understanding do agree to the goals and responsibilities described in this agreement effective upon both parties signature.

Brian Stoltenberg, Chairman
Elmira Township Commission

Ried Holien
Mayor City of Watertown

Attest:

Attest:

Brian Olson, Township Clerk

Kristen Bobzien, City Finance Officer

