



# Plan Commission

## Agenda Item

**Subject:** Commission Consideration of Ordinance No. 24-08 and 24-10, Zoning Text Amendments to Chapter 21.30 BP Business Park District and Chapter 21.90 Definitions of the Revised Ordinances of the City of Watertown to define and include "Storage Facility, Indoor" as a Conditional Use in the BP District.

**Meeting:** Plan Commission - Jul 02 2024

**From:** Heath VonEye, Public Works Director

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### BACKGROUND INFORMATION:

An application was submitted by Jim Owen as the acting agent for Curmar LLC who is the owner of 1425 Mickelson Drive requesting the use of indoor, climate control storage be included in the BP Business Park District as a conditional use. Currently, ordinance does not define or include such a use, this zoning text amendment includes the addition of the use of "Storage Facility, Indoor" in Chapter 21.3003 BP Business Park District and Chapter 21.90 Definitions.

This item was discussed at the June 6, 2024, Plan Commission meeting where a motion was made to table the item until the landowners of the business park could be notified of the request to participate in a future meeting. Staff made contact with the Redlin Art Center and Watertown Development Company by phone conversation and email as the two entities that own vacant property in the district. Staff mailed letters on Wednesday, June 26, 2024, to all property owners within the BP District to inform them of the upcoming meeting and background of the discussion and request. This letter is included for reference.

This use of "Storage Facility, Indoor" would differ from Storage units that are allowed by Conditional Use in the R-3 Multi-Family Residential, C-1 Community Commercial, C-2 Local Commercial, C-3 Highway Commercial, and C-L Lake Commercial Districts. Storage units are allowed by Permitted Use in the I-1 Light Industrial and I-2 Heavy Industrial Districts. Currently, the BP Business Park District is silent on Storage Units altogether. The BP District is bound by the interstate on the east side and is primarily adjoined by I-1 Light Industrial District but also abuts C-3 Highway Commercial District. The attached map shows the only BP Business Park District currently established within the City of Watertown.

The definition for the use of "Storage Facility, Indoor" to be included as a conditional use in the BP Business Park District is proposed as:

***Storage Facility, Indoor:*** A building(s) for the storage of non-hazardous commercial or private goods and materials in a climate-controlled structure with individual units within a common structure with access to units available from the interior only, without water or sewer utilities for individual units.

The BP District was established in 2002. Almost the entire BP District was platted as the Interstate Office Addition where there are recorded covenants "to protect the substantial investment of the

Watertown Development Company, its joint venture partners and purchasers and developers of property, by assuring the area will be developed and maintained with high standards for quality and aesthetics, to insure proper development and use of said property, to prevent the erection on said property of structures built of improper design or materials, to encourage the erection of attractive improvements as appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement of said property in accordance with general plan." The plat of the Interstate Office Addition was platted in 1992 and the covenants were established in 1998. The city does not enforce covenants but any property owner within the area the covenants encompass are obligated to comply. The covenants require higher design standards and regulation of uses than the city ordinance for the BP Business Park District.

The purpose of the BP District is stated in ordinance is:

1. The goal of the business park zoning district is to provide a flexible site for the formation of a coordinated mix of land uses including offices, arts and medical facilities, light manufacturing and limited commercial uses which harmonize and complement each other
2. Encourage more creative, higher quality urban development
3. Provide high standards for site planning, architecture, and landscape design to meet the needs of the most discriminating establishments

This area is sensitive and important as it showcases our City from the I-29 corridor with high-visibility. This type of use or building is typically designed to look more office-like and for the particular property of 1425 Mickelson Drive, the use would be retrofitted into the existing building on the site. Ordinance is not created for a single subject, however, which is why careful consideration needs to be taken with implementing new uses to zoning districts as it will be available for all properties within the district. The covenants of the area would control the design of future new construction in the district to implement indoor storage facilities.

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#### **FINANCIAL CONSIDERATIONS:**

N/A

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

Brandi Hanten, Community Development Manager

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

Staff does not give recommendation of approval of the proposed Zoning Text Amendment without further discussion and vetting the implications of the proposed uses with the Planning Commission. The Commission may make an affirmative action through the following motion:

I move to approve Ordinance No. 24-08 and 24-10, Zoning Text Amendments to Chapter 21.30 BP Business Park District and Chapter 21.90 Definitions of the Revised Ordinances of the City of Watertown to define and include "Storage Facility, Indoor" as a Conditional Use in the BP District.

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

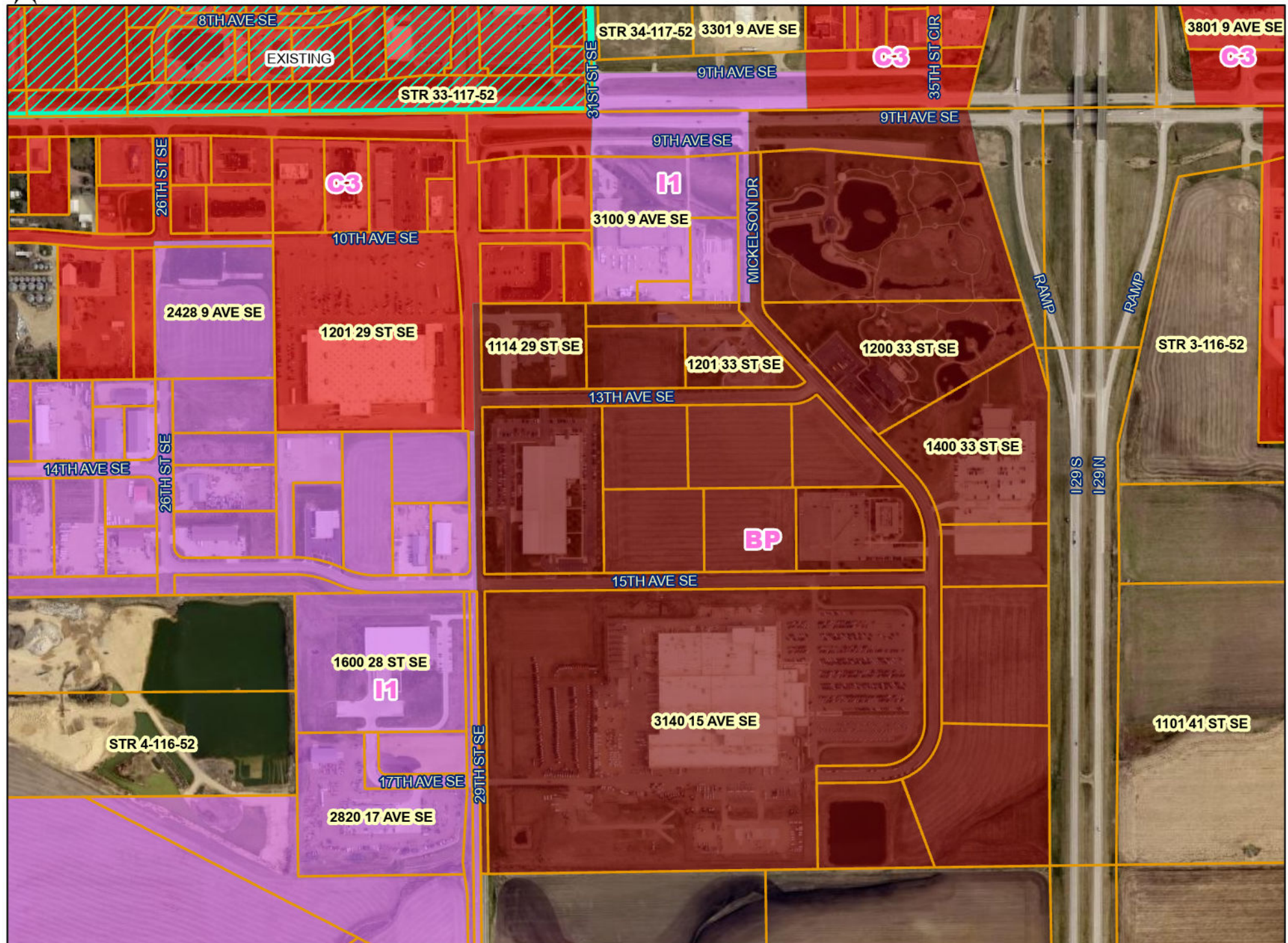
[Vicinity Map of District](#)

[Interstate Office Addition Covenants](#)

[Plat of Interstate Office Addition](#)

[Ordinance No. 24-08 BP District](#)

[Ordinance No. 24-10 Definition](#)





**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS TO RUN WITH THE LAND**

In order to establish a general plan for the improvement and orderly development of property in Codington County, South Dakota, described as:

Interstate Office Addition to the Municipality of Watertown except the North 108.41 Feet of Lot 3 (measured along the West boundary and running parallel with the North boundary thereof), in Block 1 thereof.

the Watertown Development Company (hereinafter referred to as WDC or Declarant) does hereby impose the following covenants, restrictions and conditions on the real property hereinbefore and such covenants, restrictions and conditions shall be binding on the undersigned, Grantees of the undersigned, successors in interest, heirs and assigns or subsequent transferees or anyone who in whatever manner acquires any of the real property described above and the declaration of covenants, conditions and restrictions are as follows.

**I. PURPOSE AND APPLICATION**

The purpose of these restrictions is to protect the substantial investment of Declarant, its joint venture partners and purchasers and developers of property, by assuring that the area will be developed and maintained with high standards for quality and aesthetics, to insure proper development and use of said property, to prevent the erection on said property of structures built of improper design or materials, to encourage the erection of attractive improvements as appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement of said property in accordance with general plan.

Said property shall be held, conveyed, rented, leased, encumbered, used, occupied and improved subject to the conditions, covenants, restrictions and limitations hereinafter set forth, which shall bind all parties having or acquiring any right, title or interest in said property or any part thereof, and shall apply to and bind the heirs, assignees and successors in right, title or interest thereof.

## II. DEFINITIONS

### A. Declarant

"Declarant" refers to Watertown Development Company (WDC) and its Joint Venture Partners. Any approval required of Declarant shall come from the Joint Venture Committee established by previous agreement, and as such agreement may be from time to time amended.

### B. Site

"Site" shall mean any lot, or portion thereof, or two or more contiguous lots or portions thereof, or a parcel of land upon which a building or buildings and appurtenant structures including landscaping may be erected in conformance with the requirements of these restrictions.

### C. Improvements

"Improvements" shall mean and include buildings, underground installations, out-buildings, parking areas, loading areas, driveways, trackage, fences, walls, landscaped areas and/or mass plantings, illumination facilities, poles, signs and any structures of any type or kind.

### D. Setback Area

"Setback area" shall mean all that area between the setback line and its respective side, rear, or street property line.

## III. REGULATION OF IMPROVEMENTS

### A. Site Coverage

No more than fifty percent (50%) of the surface area of any site shall be devoted to the erection and/or placement of structures, unless approved in writing by Declarant. A structure shall include all buildings and other installations having a self supported roof and/or sidewalls.

### B. Minimum Setbacks

Minimum setback requirements are consistent with requirements listed in the Business Park District Zoning ordinance. Zoning setbacks shall be minimums only and the final determination shall be made in connection with the "approval of plans" as set forth in paragraph IV hereunder considering the lot and the site coverage set forth in paragraph A above.

C. Completion of Construction

After commencement of construction of any structure, the owner shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Construction of any improvements shall be substantially completed within one year from the date construction starts unless written extension is granted by Declarant.

D. Excavation

No excavation shall be made except in connection with construction of improvements; and upon completion thereof exposed openings shall be backfilled and compacted, and disturbed ground shall be graded and leveled.

E. Landscaping

1. Every site on which a building shall have been placed be landscaped according to plans and specifications approved by Declarant as specified herein and maintained thereafter in a sightly and well kept condition.

2. The area between the building walls and the site's property lines, as well as all unpaved and adjoining street right-of-way areas (the area between the property line adjoining any street and the street curb line), shall be used exclusively for the planting and growing of trees, shrubs, lawns, and other ground covering or material as approved by Declarant, except for such portions thereof as may be reasonably required for service access either to the buildings or parking and loading areas constructed on the site.

3. Where pavement occurs between the building and any street frontage property line for the purposes of parking or loading, then the pavement shall be separated by a minimum of twenty-five (25) feet from the said street frontage property line. The area between the pavement and the curb line of the street shall be suitably landscaped as determined by the Declarant.

4. Where paving occurs adjacent to any side property line a minimum of five feet of landscaping shall be provided along that side property line.

5. Landscaping as approved by Declarant shall be installed within sixty (60) days of occupancy or completion of the building, whichever occurs first. If the time occurs during the winter months, then the landscaping shall be completed by June 15th.

6. All unused and non-landscaped land area that is planned for future building expansion or other purpose shall be maintained and kept free of weeds, other unsightly plant growth, rubbish and debris.

7. A fully operational automatic underground landscape irrigation system shall be provided adjacent to all buildings.

#### F. Barriers

No fence, wall, hedge, mass planting or other barrier shall be allowed to extend beyond the setback lines established herein except upon approval of plans and specifications as set forth herein.

#### G. Signs

1. No billboard or advertising sign shall be permitted, other than the following:

(a) Those identifying the name, business and products of the person or firm occupying the premises; and

(b) Those offering the premises for sale, lease or rent and having specific, prior written approval by Declarant.

2. Signs and identification on buildings or building sites shall only be of such size, design, content, illumination, color and placement as specifically approved in writing by Declarant. No sign shall be substituted, changed or modified without prior written consent of Declarant.

#### H. Parking and Loading Areas

1. All present and future vehicle parking, including employee, visitor, truck and trailer parking, shall be provided on the site. There shall be no on-street parking. All parking, trucking and loading areas are to be paved to provide dust-free, all weather surfaces. No parking, trucking or loading areas shall be developed within the minimum setback area, unless approved by Declarant. Parking areas developed between a building and any street may be permitted provided that they are separated by landscaping.

2. Provisions shall be made for adequate parking space based on the use of the building to be consistent with existing city ordinance.

(a) Where more than 20,000 square feet of parking are required, there shall be intermittently spaced landscape islands or other features approved by Declarant for aesthetic visibility.



3. Loading docks generally will not be approved on a street frontage. When approved by Declarant, they shall be generously set back and screened by landscaping or other means, when possible, to minimize the visual effect from the street.

#### I. Storage and Refuse Areas

1. No materials, supplies, equipment, including company owned or operated trucks, or refuse, including trash containers, shall be stored or kept in any areas on a site except inside a closed building or behind a visual barrier screening such areas from the view of adjoining properties and the street, which barrier shall be at least six (6) feet in height. Such outside storage and barriers shall be permitted on the site only with the prior written approval of Declarant.

2. Any storage and refuse areas screened by visual barriers shall be located on the rear or side portions of the site, and not in the area between structures and the street property line.

3. No junk, scrap, rubbish, trash, litter or refuse shall be deposited or permitted to remain or accumulate on any site or portion thereof which will detract from its neat and orderly appearance. All such rubbish, trash, litter or refuse shall be kept in sanitary containers.

#### J. Building Materials and Regulations

1. Exterior walls of any structure shall be as approved by Declarant as hereinafter set forth, however, it shall be as follows:

(a) Brick shall be of a size, type, texture, color and placement as shall be approved by Declarant.

(b) Stone shall have a weathered face or shall be polished, fluted, or broken face to be approved by Declarant.

(c) Concrete masonry units shall be those generally described as "Customized Architectural Concrete Masonry Units" or shall be broken faced brick-type units with marble aggregate, in either case to be approved by Declarant. All concrete masonry units shall be coated with a coating approved by Declarant, and there shall be no exposed concrete block on the exterior of any building unless approved by Declarant.

(d) Concrete may be poured in place, tilt-up, or precast, and shall be finished in stone, textured, or coated in a manner to be approved by Declarant and shall have a minimum life expectancy of 10 years.

(e) Similar or superior materials as approved by Declarant.

(f) Metal siding may be used only with specific written approval of the Declarant and only in combination with one of the above materials and such approval will be granted only upon consideration of the total plan, the other material to be used and the total visual impact of the facility.

Specific written approval for the type of roofing material to be used upon any structure must be obtained from the Declarant.

2. Roofs, or portions thereof, will not be permitted so as to be visible from the street(s) or from buildings on other sites unless approved by Declarant.

3. All electrical and mechanical apparatus equipment, fixtures (other than lighting fixtures), conduit, ducts, vents, flues and pipes mounted or placed on the roof surface, or extending above the roof line of any building or structure, or located on the exterior of any building or structure, shall be concealed from view from the street(s) and from buildings on other sites in an architecturally treated manner approved by Declarant. Where building design and/or street elevations make the foregoing impractical, Declarant may grant specific written approval of other measures which would minimize the visual effects as viewed from the street(s) and buildings on other sites.

4. All on site electrical, telephone and other utility lines shall be underground, and shall not be exposed on the exterior of any structure, unless approved in writing by Declarant.

5. No building or structure of any kind constructed on the site shall exceed the height of 40 feet above the established building grade for the site without prior written approval of Declarant.

#### K. Variances

Where, because of lot size, shape or location, building design or intended use, or other factors in the judgment of Declarant a variance is needed from any of the requirements in this Section (III), Declarant reserves the right to do so in writing. Any variance must be in writing, and when given shall be binding on all parties including existing and future property owners.

#### IV. APPROVAL OF PLANS

No improvements, as that term is hereinabove defined, shall

be erected, placed, altered, maintained or permitted to remain on any land subject to these restrictions nor shall building or other permits be secured until plans and specifications showing plot layout and all exterior elevations, with materials and colors thereof and structural design, signs, parking and loading areas, and landscaping, shall have been submitted to Declarant and approved in writing by Declarant. Such plans and specifications shall be submitted in writing over the signature of the owner of the site or his authorized agent. Approval shall be based, among other things, on adequacy of site dimensions; adequacy of architectural design; conformity and harmony of external design with neighboring structures; affect of location and use of improvements on neighboring sites, operations, improvements, and uses; relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. Declarant shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. Declarant will respond in no longer than 90 days after all necessary plan information has been submitted. Declarant states that the property is being developed under a "Joint Venture Agreement" between Declarant and its Joint Venture Partners and the reviewing committee shall be the committee appointed by the parties to the Joint Venture. The reviewing committee may retain the services of a consultant as it determines necessary for such review.

Neither Declarant, its Joint Venture partner, nor its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of land affected by this Declaration, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans for approval hereunder agrees, by submission of such plans, and every owner or lessee of any of said property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant to recover any such damages.

If no objection to the design or construction has been raised within one year of the date of completion of the structure, it will be deemed to have satisfied the requirements of this paragraph.

## V. REGULATIONS OF USES

### A. Permitted Uses

Permitted uses shall be office buildings; offices; art centers; museums; conference centers; convention centers; exhibit halls; performing arts and entertainment facilities; medical and health related facilities; hotels or motels; research and development facilities; restaurants with or without alcoholic beverages; light manufacturing such as assembly or related operations; and child care facilities.

Special exceptions to the permitted uses include retail establishments, recreational facilities and park areas.

Permitted uses shall have building design so that the operation and uses to which the building is intended do not cause or produce any of the following effects, discernible at any property line or affecting any adjacent property.

1. Noise, sound or vibrations that are objectionable due to intermittence, beat, frequency or shrillness.
2. Obnoxious odors.
3. Dust, dirt, fly ash, smoke or pollutants.
4. Noxious, toxic or corrosive fumes or gases.
5. Unusual fire or explosion hazard.
6. Sewage effluent that is obnoxious in nature or difficult to treat, as to either quantity or quality.

Declarant shall be the sole judge of whether uses are permitted and after approval of design and completion of construction, enforcement may be only if City, State or Federal standards are exceeded or violated.

### B. Prohibited Uses

The following uses shall not be permitted on any property subject to these restrictions unless such uses qualify under the procedure set forth herein after under the heading "Procedure for Reclassification":

1. Residential.
2. Mobile home parks or trailer courts, either temporary or permanent.

3. Labor camps.
4. Junk yards and vehicle or equipment disassembly, provided, however, that the foregoing does not prohibit vehicle maintenance operations done primarily within a building.
5. Drilling for and/or removal of oil, gas or other hydrocarbon substances.
6. Commercial excavation of building or construction materials or quarrying of any material.
7. Distillation of bones.
8. Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals, or refuse.
9. Fat rendering.
10. Stockyard or slaughter of animals.
11. Refining of petroleum or of its products.
12. Smelting of iron, tin, zinc or other ores.
13. Hog raising, cattle fattening, chicken farming or comparable uses.
14. Auctions or retail sales to the general public unless approved in writing by Declarant.
15. Any other uses of like kinds or character as set forth above or any other use determined by the Declarant to be incompatible with other uses in the land described hereinbefore.

## VI. ENFORCEMENT

### A. Abatement and Suit

Declarant or any owner or lessee to any portion of the property described hereinbefore may enforce these covenants, restrictions and conditions in any manner now or hereinafter allowed by law under the South Dakota Compiled Laws.

The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every

remedy allowed by law or equity against an owner in the case of a grant deed being annexed hereto, or lessee in the case of a leased annexed hereto, either public or private, shall be applicable against every such result and may be exercised by Declarant.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provisions hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

### B. Inspection

Declarant may from time to time at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

### C. Failure to Enforce Not a Waiver of Rights

With the exception of the time limit for action by the Declarant contained in Section IV hereof, the failure of Declarant or any property owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

## VII. MODIFICATION, REPEAL, EXTINGUISHMENT AND TERM

This Declaration of Covenants, Conditions and Restrictions shall be in effect for fifty years from the date hereof and shall run with the land and may be extended, amended or repealed only upon the signatures of the owners of 75 percent of the property hereinbefore described. To be effective, such extension, amendment or repeal must be duly recorded in the office of the Register of Deeds of Codington County, South Dakota.

## VIII. ASSIGNABILITY OF DECLARANT'S RIGHTS AND DUTIES

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers to be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant" as used herein, includes



all such assignees and their heirs, successors, and assigns.

#### **IX. CONSTRUCTIVE NOTE AND ACCEPTANCE**

Every person who now or hereafter owns or acquires any right, title, estate or interest in or to any portion of said property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

#### **X. RIGHTS OF MORTGAGEES**

All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, and his successors and assigns, shall hold any and all property so purchased subject to all of the restrictions and other provisions of this Declaration.

#### **XI. PARAGRAPH HEADINGS**

Paragraph headings are inserted for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

#### **XII. EFFECT OF INVALIDATION**


If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Conditions and Restrictions to Run with the Land on this 15 day of DEC, 1997.

WATERTOWN DEVELOPMENT COMPANY

By [Signature]  
Its President

ATTEST:

ATTEST:  
  
 Its Secretary

STATE OF SOUTH DAKOTA )  
 ) SS  
COUNTY OF CODINGTON )

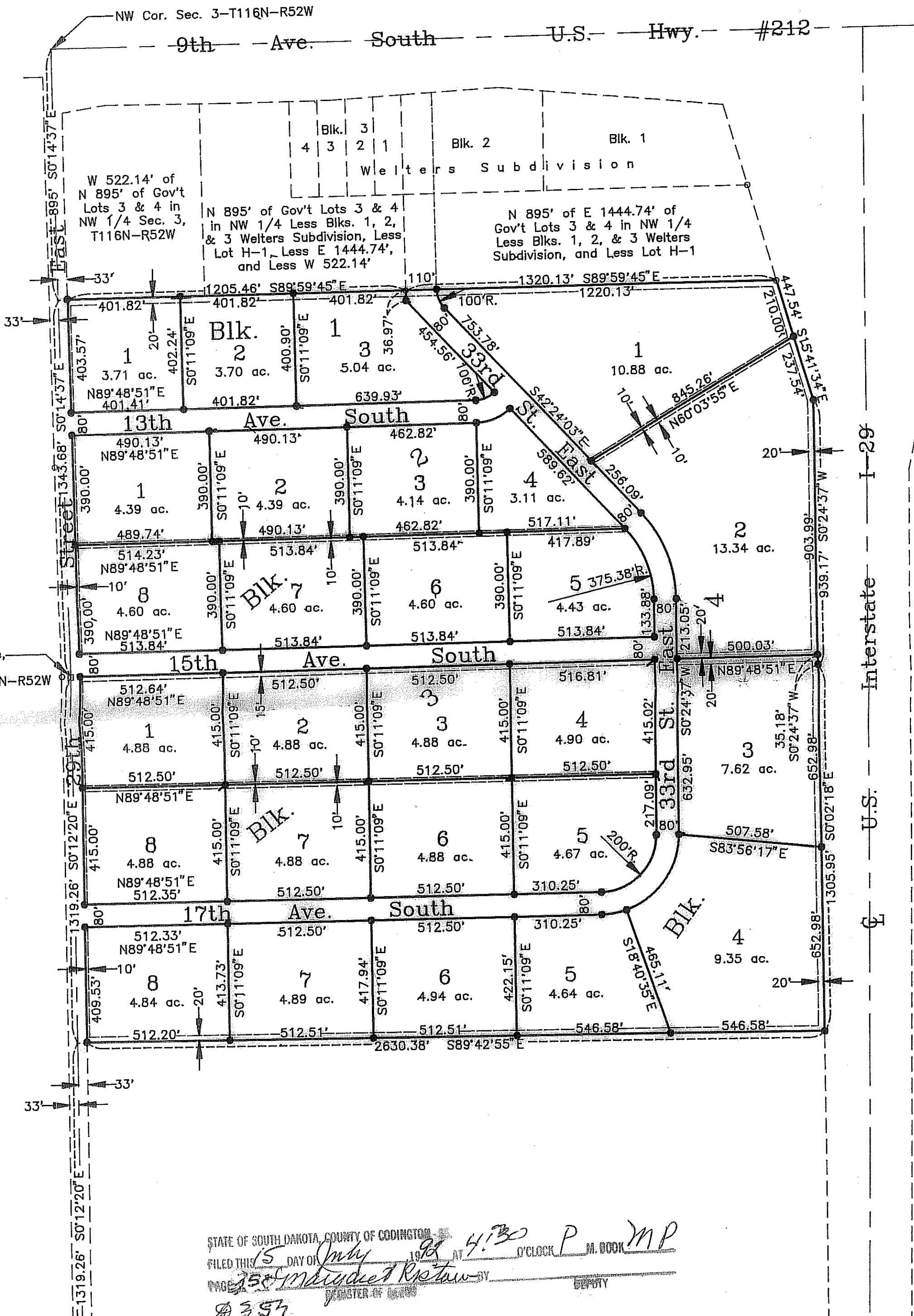
On December 15, 1977, before me, the undersigned officer, personally appeared Garry Williams and M. Elaine Dwyer, known to me to be the President and Secretary of the Watertown Development Company that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Watertown Development Company and further acknowledged to me that such company executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

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

Robert J. Wagner  
Notary Public - South Dakota  
My Commission Expires: 5-1-2009

STATE OF SOUTH DAKOTA, COUNTY OF CODINGTON-SS  
FILED THIS 10<sup>th</sup> DAY OF March 1998 AT 9:40 O'CLOCK A.M.  
Book 45 Page 547- By Butler Page  
558 REGISTER OF DEEDS DEPUTY

This instrument prepared by: Robert J. Wagner, Attorney at Law,  
P.O. Box 153, Watertown, SD 57201; 605-886-4451.



Plat of:  
Interstate Office Addition  
To the Municipality of Watertown

Located in the West 1/2 of Section 3, T116N R52W  
of the 5th P.M. Contains 161.00 acres with no  
section line right of way.

0'  
24'18"  
01'  
.33'

0'  
12'54"  
68'  
.02'

0'  
12'54"  
1.62'  
3.64'

R.=375.38'  
Δ=42°48'40"  
L=280.48'  
C.=274.00'

R.=455.38'  
Δ=42°48'40"  
L=340.26'  
C.=332.40'

R.=200'  
Δ=89°24'14"  
L=312.08'  
C.=281.37'

1 R.=280'  
Δ=18°29'26"  
L=90.36'  
C.=89.97'

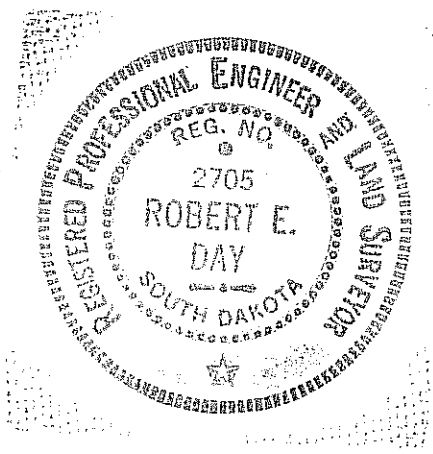
2 R.=280'  
Δ=70°54'48"  
L=346.55'  
C.=324.85'

DATA  
200'



LEGEND

- ▣ Granite Stone Recovered,  
Placed Iron Pipe on top  
of Stone
  - Iron Pipe or Pin Recovered
  - Capped Iron Pin Set
  - === Utility Easement, Size as  
Noted
- April 1992  
Scale: 1"=400'



## **Report and Recommendation of City Plan Commission**

**To the City Council of the City of Watertown, Codington County, South Dakota:**

The undersigned hereby certifies that the following is a true, correct and complete copy of an Ordinance introduced, fully discussed, and approved and adopted during the duly called meeting of the City Plan Commission held on the 2<sup>nd</sup> day of July 2024:

### **ORDINANCE NO. 24-08**

#### **AN ORDINANCE AMENDING CHAPTER 21.30 BP BUSINESS PARK DISTRICT ALLOWING THE USE OF STORAGE UNITS OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN**

**WHEREAS**, The City of Watertown amends the provisions related to the indoor storage facility use as a conditional use in the BP Business Park District.

**BE IT ORDAINED** by the Plan Commission of the City of Watertown, South Dakota, that Chapter 21.30 BP Business Park District of the Revised Ordinances of the City of Watertown be amended as follows:

#### **Chapter 21.30 BP BUSINESS PARK DISTRICT**

##### **Section**

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

- [21.3001 Purpose](#)
- [21.3002 Permitted Uses](#)
- [21.3003 Conditional Uses](#)
- [21.3004 Requirements](#)
- [21.3005 Prohibited Uses](#)

##### **21.3001: PURPOSE**

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

1. The goal of the business park zoning district is to provide a flexible site for the formation of a coordinated mix of land uses including offices, arts and medical facilities, light manufacturing and limited commercial uses which harmonize and complement each other.
2. Encourage more creative, higher quality urban development.
3. Provide high standards for site planning, architecture and landscape design to meet the needs of the most discriminating establishments.

##### **21.3002: PERMITTED USES**

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

1. Offices (Building).
2. Art centers, museums.
3. Theater.
4. Medical and health oriented facilities.
5. Hotel or motel.
6. Convention center, banquet facilities.
7. Research and development facilities.
8. Restaurants.
9. Light manufacturing, such as assembly or related operations.
10. Day Care Facility (Non-residential).
11. Recreational Use. (Ord. 19-08; Rev 08-10-19)
12. Recreational Facility (Ord. 19-08; Rev 08-10-19)
13. Schools offering post-secondary education. (Ord 13-35; Rev 01-10-13)
14. Religious Institutions (Ord 21-31; Rev 8-13-21)

##### **21.3003: CONDITIONAL USES**

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

1. Retail establishments.
2. Recreational facilities.
3. Off-Sale Malt Beverage and Wine sales when licensed pursuant to SDCL §35-4-2 (17A). (Ord 08-22; Rev 12-12-08)
4. Radio and television studios, communication transmitting and receiving towers. (Ord 13-12; Rev 06-14-13)
- 4.5. Storage Facility, Indoor.

#### **21.3004: REQUIREMENTS**

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

##### **1. Size**

- a. No area shall be eligible as a Business Park District unless it contains at least twenty (20) acres.
- b. Minimum lot size shall be three (3) acres.
- c. No area shall be eligible as a Business Park District unless there is an adopted Declaration of Restrictions and Covenants recorded with the Register of Deeds.

##### **2. Setbacks**

- a. Front yard setbacks: All structures shall be set back a minimum of fifty (50) feet. (Ord 04-04; Rev 03-26-04)
- b. Side and back yard setbacks: All structures will be set back a minimum of twenty (20) feet. (Ord 04-04; Rev 03-26-04)

##### **3. Site coverage**

- a. No more than fifty percent (50%) of the surface area of any site shall be devoted to the erection and/or placement of a building.

##### **4. Parking**

- a. All parking areas are to be paved.
- b. Parking requirements conform to usage schedule in city ordinances.

##### **5. Maximum building height**

- a. No building permit shall be over five (5) stories or fifty five (55) feet for all structures, roofs and other appendages, including heating, cooling and machinery systems.
- b. A variance will be required for buildings to exceed the maximum height requirement.
- c. If a business park is adjacent to airport property, maximum building height shall conform to Federal Aviation Administration requirements.

##### **6. Loading areas**

- a. All loading areas will be paved.
- b. Loading docks/areas will not be approved on a street frontage.

##### **7. Storage and refuse areas**

- a. No outside storage will be permitted. A conditional use may be granted if storage is appropriate and is located behind visual barrier screening.
- b. No junk, scrap, rubbish, trash, litter or refuse shall be deposited or permitted to remain or accumulate on any site.
- c. Refuse collection areas shall be located on the rear or side of the site and located behind visual barrier screening. (E-712)

#### **21.3005: PROHIBITED USES**

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

No art museum (except those sponsored by public entities), art gallery, art publishing house or artists' studios and galleries shall be located within one (1) mile of the Redlin Art Center facility in a Business Park District. (01-02)

I hereby certify that the above Ordinance No. 24-08 was duly recommended by the City Plan Commission of the City of Watertown.

Dated this 2<sup>nd</sup> day of July 2024.

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City Plan Commission



## **Report and Recommendation of City Plan Commission**

**To the City Council of the City of Watertown, Codington County, South Dakota:**

The undersigned hereby certifies that the following is a true, correct and complete copy of an Ordinance introduced, fully discussed, and approved and adopted during the duly called meeting of the City Plan Commission held on the 2<sup>nd</sup> day of July 2024:

### **ORDINANCE NO. 24-10**

#### **AN ORDINANCE AMENDING CHAPTER 21.90 DEFINITIONS OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN TO DEFINE THE USE OF STORAGE FACILITY, INDOOR**

**WHEREAS**, The City of Watertown amends the provisions to define the use of Storage Facility, Indoor to include the use in the BP Business Park District as a conditional use.

**BE IT ORDAINED** by the Plan Commission of the City of Watertown, South Dakota, that Chapter 21.90 Definitions of the Revised Ordinances of the City of Watertown be amended as follows:

#### **Chapter 21.90 DEFINITIONS**

**Stand - Roadside:** a structure for the display and sale of products with no space for customers within the structure itself.

**Stealth:** any tower or telecommunications facility which is designed to enhance compatibility with adjacent land uses, including, but not limited to, architecturally screened roof mounted antennas, antennas integrated into architectural elements, and towers designed to look other than like a tower such as light poles, power poles, and trees. The term stealth does not necessarily exclude the use of uncamouflaged lattice, guyed, or monopole tower designs.

**Storage Facility, Indoor:** A building(s) for the storage of non-hazardous commercial or private goods and materials in a climate controlled structure with individual units within a common structure with access to units available from the interior only, without water or sewer utilities for individual units.

**Storage Shops:** A building(s) for personal use only as a storage facility. Each structure is allowed to have water and sewer utilities. Commercial uses and living quarters are prohibited. (Ord. 20-10; Rev 5-1-2020)

**Storage Units:** a building(s) for the storage of commercial or private goods and materials in individual units within a common structure, without water or sewer utilities.

**Story:** that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement or unused under floor space is more than six (6) feet above grade for more than fifty percent (50%) of the total perimeter or is more than twelve (12) feet above grade at any point, such basement or unused under floor space shall be considered as a story.

I hereby certify that the above Ordinance No. 24-10 was duly recommended by the City Plan Commission of the City of Watertown.

Dated this 2<sup>nd</sup> day of July 2024.

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City Plan Commission