

City of Watertown

Proposed City Council Agenda

City Hall, 23 2ND ST NE

Watertown, South Dakota

May 19, 2025, 5:30 PM



	Page
1. CALL TO ORDER	
2. PRAYER	
3. PLEDGE OF ALLEGIANCE	
4. ROLL CALL	
5. ACTION TO APPROVE THE AGENDA	
6. OPEN FORUM	
7. CONSENT AGENDA	
(a) Approval of the minutes of the Council meeting held on May 5th, 2025. City Council - May 05 2025 - Minutes	4 - 13
(b) Authorization for Parks & Recreation to declare office chairs and conference table as surplus and dispose of as junk. Parks & Recreation Surplus	14
(c) Approval of a Budget Supplement for the E-911 Division in the amount of \$7,200.00 for Central Square Paging Module E-911 Budget Supplement	15 - 22
(d) Renewal of Retail (on-off Sale) Malt Beverage & SD Farm Wine Licenses for the Period of July 1, 2025 to June 30, 2026. Malt Beverage Renewals 2025-26	23 - 24
(e) Application for a Weekly Seasonal Event Retail On-Sale License to The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for Thursday Night Live, 225 E Kemp, Downtown Plaza and that portion of Kemp Ave adjacent to Downtown Plaza for the duration of the 2025 Thursday Night Live Season. Thursday Night Live - Dempsey's	25 - 31
(f) Approval of Resolution No 25-16, a Resolution Authorizing Acceptance of Payments from 3M, DuPont, Tyco and BASF. Resolution No 25-16	32 - 34
8. PRESENTATIONS & REPORTS	
(a) Prairie Lakes Ice Arena Recognized as the Small Cities/Rural Communities Project of the Year, Structure for 2025 by the American Public Works	35 - 46

Association

[PLIA APWA Project of the Year](#)

9. CONTRACTS & CHANGE ORDERS

- (a) Approval of a Lease Agreement between the City of Watertown and Pelican Sport Rentals, LLC 47 - 51
[Pelican Sport Rentals, LLC](#)
- (b) Approval of a Bid Award for the 2025 Park and Recreation Improvements-River Ridge Park, Project No. 2520, to Grade A Excavation, in the Amount of \$167,817.31 52 - 54
[Park & Recreation Improvements-River Ridge Park, Project No. 2520](#)

10. ORDINANCE FIRST READINGS

- (a) First Reading of Ordinance No. 25-05, Amending the Zoning Map of the City of Watertown, SD, for a portion of property to be known as the Replat of Lots 2, 3, and 4 Mancell Second Addition from R-1 Single Residential District to R-3 Multi-Family Residential District 55 - 68
[Ordinance No. 25-05](#)

11. PUBLIC HEARINGS & SECOND READINGS

- (a) Application for a Special Event Malt Beverage Retailer's License and Special Event Retail Wine License to the Watertown Area Chamber of Commerce d/b/a Watertown Area Chamber of Commerce for the Wine & Beer Walk, 1 E Kemp Ave, Lots 18-20 & 21-22 & N18' E24' Block 4 Original Plat from 5:00 PM until 8:00 PM on Thursday, June 5th, 2025. 69 - 73
1. Public Hearing
2. Council Action
[Wine & Beer Walk](#)
- (b) Application for a Special Event Retail On-Sale License to Lake Area Zoological Society, 800 10th Street NW, All of Lot 2, Bramble Park Zoo addition to the City of Watertown, and that portion of Martin's Park addition in the SE 1/4 of section 25-T117N-R53W from 6:00 PM until 9:00 PM on Friday, June 27, 2025 for the Sippin' Safari Event. 74 - 85
1. Public Hearing
2. Council Action
[Sippin' Safari](#)
- (c) Application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License to JCV LLC d/b/a La Bodega, 1519 9th Ave SE Suite B, Suite B of Lots 4-7 Roby Subdivision 86 - 89
1. Public Hearing
2. Council Action
[La Bodega](#)
- (d) Renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine License & Video Lottery License for BMG Inc d/b/a Ringo's, 520 10th Street NW, N110' of 90 - 93

Lots 11-13, N110' of E20' of Lot 14, Blk 3, Davis Addn.

1. Public Hearing
2. Council Action

[Ringo's](#)

12. OTHER BUSINESS

- | | | |
|------------|--|-----------|
| (a) | Approval of a Ground Lease Agreement at the Watertown Regional Airport, with Pioneer Agviation 2, LLC, in the annual amount of \$11,086.50.
Ground Lease Agreement | 94 - 103 |
| (b) | Approval of Service Agreement with ServiceMaster of Watertown for the cleaning of City Hall Basement Records and Disposal of remaining Miscellaneous Surplused Items in the amount of \$28,840 and Authorization to Pay 50% down via Special Check.
ServiceMaster Agreement | 104 - 106 |
| (c) | Authorization for the Mayor to sign a Letter of Commitment as a Participating Jurisdiction in Codington County Hazard Mitigation Plan.
Letter of Committment | 107 - 109 |

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

14. CITY MANAGER REPORT

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

16. ADJOURNMENT

Kristen Bobzien
Chief Financial Officer

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

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

Watertown
City Council Meeting Minutes
May 5, 2025

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

Present upon roll call: Alderperson Tupper, Buhler Danforth, Jurrens, Peters, Schutte and Mayor Holien.

Mayor Holien removed item 9(b): Watertown Regional Library 2024 Year in Review from the agenda. Mayor Holien added a Presentation from Rob Petersen, Chairman of the Succession Planning Committee, to be the first item on the agenda.

Motion by Tupper, seconded by Buhler, to approve the agenda as amended. Items approved as part of the consent agenda: minutes of the Council meeting held on April 21st, 2025; a business license to Chris Molina, Phillip Pries and Miciah Troyer as a Gasfitter (\$75/each); renewal of the Retail (on-off Sale) Malt Beverage & SD Farm Wine Licenses for the period of July 1, 2025 to June 30, 2026; application for a Special Event Retail On-Sale License to Cloud 9 Golf Course, Inc. d/b/a Cloud 9 Golf Course for a Private Wedding at the Codington County Extension Complex, 1910 W Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn, from 3:00 PM on Saturday, June 7th, 2025 until 2:00 AM on Sunday, June 8th, 2025; a lease agreement between the City of Watertown and Lake City Slowpitch Softball Association to define the rights and obligations of the parties over and upon Premier Softball Complex; Authorization for City Hall to declare miscellaneous property as surplus and dispose of as junk; and Approval of bills and payroll and authorization to pay. Motion Carried.

RETAIL (ON-OFF SALE) MALT BEVERAGE & SD FARM WINE
LICENSE RENEWALS FOR PERIOD JULY 1, 2025 TO JUNE 30, 2026

1. 1906 LLC, 1906, 218 E Kemp Ave, The W20' of the E110' Lots 1-3, Original Plat
2. 4 Amigo's LLC, 4 Amigo's LLC (Inactive), 312 9th Ave SE Ste A, W ½ Lots 1-7 less Lot H1 and N30' vacated 10th Ave S adj W ½ Lot 7 Blk 2 Poulsons Add
3. 4 Amigo's LLC, Cowboy Country Store #1, 305 10th St. NW, Lots 22-28, Blk 16, Davis Addition; vacated 10th St W right-of-way lying between S 1/2 of Blk 15 and S1/2 of Blk 16, Davis Addition; Lot 14, Blk 15, Davis Addition less that part of Lot 14 lying North and East of Hwy #20 right-of-way; and Lots 15-19, Blk 15 Davis Addn
4. 4 Amigos, LLC., Cowboy Country Stores #1 Lefty's, 307 10th St. NW, Lots 22-28, Blk 16, Davis Addition; vacated 10th St W right-of-way lying between S1/2 of Blk 15 and S1/2 of Blk 16, Davis Addition; Lot 14, Blk 15, Davis Addition less that part of Lot 14 lying North and East of Hwy #20 right-of-way; and Lots 15-19, Blk 15, Davis Addition
5. 4 Amigos, LLC., Cowboy Country Stores Cowboy Casino, 309 10th St. NW, Lots 22-28, Blk 16, Davis Addition; vacated 10th St W right-of-way lying between S1/2 of Blk 15 and S1/2 of Blk 16, Davis Addition; Lot 14, Blk 15, Davis Addition less that part of Lot 14 lying North and East of Hwy #20 right-of-way; and Lots 15-19, Blk 15, Davis Addition
6. 4 Amigos, LLC., Cowboy Country Stores #2, 504 9th Ave SE, Lots 9-11 lying E of Hwy & all vacated alley, Lots 12-15 lying E of Hwy & Lot 16 & vacated alley, Blk 4, Davlins Addn
7. ABA Glines, LLC., Just One More Casino, 717 S Broadway Ste 1, Lot 6 less W30' Block 87 4th Railway Addition
8. Aldi Inc, Aldi Foods #111, 2822 8th Ave SE, Lot 4, Block 1 of East Park 2nd Addition
9. Backroads Coffeehouse and Lunchboxx, LLC, Backroads Coffeehouse, 1519 4th St NE, Lot 9 North Grove Addition
10. Biever Enterprise, Inc., Senor Max's, 1300 9th Ave SE Unit 30, Suite 30 of Lots 1 & 2, Less Lot H1 Watertown Mall Associates an Ohio Limited Partnership Addn
11. Binde Enterprises, Inc, Highway 81 Liquors, 507 Arrow Ave, W90' of Lots 6-8, Blk 19, R.E. Pettigrew's Addn

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

12. Bobby D's LLC, Bobby D's, 724 Stoney Point Dr, That Portion of Government Lot 3 Lying South and West of Forsberg Addition; and the south 1557.05' of Government Lot 3, less the south 40 rods, less Forsberg Addition, less the East 325', all in section 29, Township 117 North, Range 53 West of the 5th P.M., Codington County, South Dakota; and the East 545' of the West 639' of the North 483' less the East 68' of the West 545' of the South 110' of the North 320'; and the East 52' of the West 691' of the North 130' all described from the original platted boundaries of outlot "A" of the Plat Entitled, "Prairie Hills Development Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota"; and the West of 66' of Lot 1 of the Plat entitled, "Prairie Hills Development Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota"; and Lot CA1 and Lot U1 of the Plat Entitled, "The Point Condominium, A Subdivision of Lots 1 and 2 of Stony Point Second Addition Including Replat of Forsbergs Addition to the Municipality of Watertown, in the County of Codington, South Dakota," Including Condominium Units C1000, C1001, C2000, C3000, C4000 and all common areas contained in Lot U1; Less Condominium Units 1-4, 101, 103, 21-24, 201-203, 31-34, 301-313, 41, 42, 44, and 401-413 Located within Lot U1 All of Said Plat of the Point Condominium
13. Bracht Enterprises, Inc., Duffy's Bar, 22 Broadway St N, N25'8" of the S75' of Lots 11-14, Blk 4, Original Plat
14. Bryce H. Harms, Midtown #2, 1 1st Ave NE Suite #2, Wtn Community Oil Co. Outlot NE 1/4 of Sec 31, T117 N, R52W lying SE of a line drawn parallel to & lying 100 ft NE of the E boundary of said outlot in the area known as 1 1st Ave NE Suite #2
15. Bryce H. Harms, Midtown #3, 1 1st Ave NE Suite #3, Wtn Community Oil Co. Outlot NE 1/4 of Sec 31, T117 N, R52W lying SE of a line drawn parallel to & lying 100 ft NE of the E boundary of said outlot in the area known as 1 1st Ave NE Suite #3
16. Casey's Retail Company, Casey's General Store #2089, 185 4th St NE, Lots 1-3 less Lot H1 & N15' Lot 4 less Lot H2 & S35' Lot 4 & E100' Lot 5 & N50' E100' Lot 6 less Lot H1 Block 75 3rd Railway Addition to the town of Watertown, in the County of Codington, South Dakota
17. Casey's Retail Company, Casey's General Store #2455, 405 10th St SW, The North 40 Feet of the East 150 Feet of Lot 1 (Being that portion of Lot 1 lying directly south of Lot 2 of Swifts Subd) of Swift's Subdivision of the NE ¼ of the NW ¼ of the SE ¼ of Section 36, Township 117 North of Range 53, West of the 5th PM in Watertown, Codington County, South Dakota
18. Casey's Retail Company, Casey's General Store #2445, 20 19th St NE, Lot No 1 in Block No 1 of the Plat Entitled: Willow Creek Plaza First Addition to the Municipality of Watertown, in the County of Codington, South Dakota
19. Cattleman's Casino LLC, Cattlemen's Casino LLC, 1000 10th St. NW, OL 1 in NE1/4 City Lands Addn 25-117-53
20. City of Watertown, Prairie Lakes Ice Arena, 3015 1st Ave NE, The West 270.12' of the East 310.12' of the South 322.21' of the North 377.79' of Lot 2A, Blk 3 of the Lakes of Willow Creek First Addition to the Municipality of Watertown
21. City of Watertown, Cattail Crossing Golf Course, 351 Lake Dr S, Block 1 Golf Course Addition to the Municipality of Watertown, Located in the NE1/4 Section 27, T117N R53W of the 5th P.M. Codington County. The E1/2 of the NW1/4 and the SW1/4 of the NW1/4 Section 27, T117N R53W of the 5th P.M. Government Lot 1 Section 27, T117N R53W of the 5th P.M. less the following; That part of Watertown Water Co. Outlot 1 lying in Government Lot 1; Lot 1 of Lots 1 through 6, a Subdivision of "Watertown-Lake Kampeska Country Club Outlot #1" in Section 27 T117N R53W of the 5th P.M., Codington County, South Dakota; Lots 1 through 7 and Lot 2A of Haywoods Beach, a Subdivision of part of the Watertown Country Club Outlot 1 in Section 27 T117N R53W of the 5th P.M., Codington County, South Dakota; That part of Jackson Park lying in Government Lot 1
22. Commonwealth Gaming & Holdings Corp, Deuces Casino 12 (Inactive), 137 5th St NE Ste 102, Lots A-B less lot H1 Hagggar's Subdivision Block 20, RF Pettigrew Addn, Suite 102
23. Commonwealth Gaming & Holdings Co, Inc., Deuces Casino 12.5, 137 5th St NE STE 101, Lots A-B less Lot H1 Hagggar's Subdivision Block 20, RF Pettigrews Addition Suite 101
24. Commonwealth Gaming & Holdings Co, Inc., Deuces Casino 12.75, 137 5th St NE Suite C, Lots A-B less Lot H1 Hagggar's Subdivision Block 20, RF Pettigrews Addition Suite 103
25. Commonwealth Gaming & Holdings Co, Inc., Deuces Casino 12.76 (Inactive), 137 5th St NE Ste 104, Lots A-B less lot H1 Hagggar's Subdivision Block 20, RF Pettigrews Addition, Ste 104
26. Commonwealth Gaming & Holdings Co, Inc., Deuces Casino 12.78 (Inactive), 137 5th St NE Ste 105, Lots A-B less lot H1 Hagggar's Subdivision Block 20, RF Pettigrews Addition Suite 105
27. County Fair Foods of Watertown Corp., County Fair Food of Watertown Corp, 14 2nd St. NE, OL A & Lots 8-14 & W5' Lot 7 Blk 2 Original Plat & Dellman's OL & Lots 1-6 & E20' Lot 7 Block 2 Original Plat
28. County Fair Foods of Watertown Corp, County Fair Smokehouse and Concessions, 8 2nd St NE, E ½ of Lot 1 Parkside Place Addition
29. Dolgen Midwest LLC, Dollar General Store #21951, 3224 9th Ave SW, Lot 1A in Lot 1 in Block 1 of Isabella First Addition to the Municipality of Watertown, in the County of Codington, South Dakota
30. Dolgen Midwest LLC, Dollar General Store #21569, 1010 4th Street NE, Lot 1 Watertown Dollar General Addition
31. Dolgen Midwest LLC, Dollar General Store #25615, 1013 10th Avenue NW, Lot 3 of West Watertown Facilities First Addition to the Municipality of Watertown, Codington County, South Dakota

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

32. Doris K. Wilkey, Kampeska Lodge & Store, 436 N Lake Drive, Outlots 8 & 14 in the SW Quarter of 9-117-53 less Section Line Right of Way, and Outlot 17 less Platted Parts, and Lot 14 of Plat of Part of Outlots 17 & 18 (Last Named Honska Ave) 9-117-53
33. The 19th Hole, Inc., The 19th Hole, Inc., 28 N Broadway, N65' Lot 11 Less 5'25' N65' W2' & S20' N40' Lots 12-14 Blk 4 Original Plat
34. Downtown Sushi 18 Inc., Downtown Sushi 18 Inc., 18 N Broadway, Parcel 1- The S49'4" W2' of Lot 11, and the S40' of Lots 13 and 14, all in Block 4, Original Plat to the recorded plat thereof, and Parcel 2- The S9.2' of the N125' of Lots 13 & 14 in Block 4 of Watertown, Codington
35. Gas N Goodies Inc, Gas N Goodies, 152 4th Street NE, RH Guddal's outlot formerly designated as lot 4 & 5 in blk 13 RF Pettigrew's addn to E Wtn
36. Get Your Should Together, LLC, Breakout, 19 N Broadway, S48' Lots 1-5 Less W12' Lot 5 Block 5 Original Plat
37. Good Enterprises, LLC., Casino Speedway, 108 S Lake Dr, Out Lot A & B, Govt. Lot 2, less 300', in NE1/4, 22-117-53 Codington County
38. Guadalajara, Inc., Guadalajara Mexican Restaurant, 1509 9th Ave SE #1, Suite 1 of Lots 4-7, Roby Subdivision
39. Hector Meza LLC, El Tapatio Family Mexican Restaurant, 717 9th Ave. SE, Lots 16-21, Blk 28, Brocks Addn Suite 715
40. Heilmans Roadside Gas LLC, Heilmans Roadside Gas, 1500 9th Ave SE Unit 1, Unit 1 of E135.4' of W403.4' of Kranz & DeVille OL A, Govt Lot 1, 5-116-52(A)
41. Heilmans Roadside Gas LLC, Heilman's Roadside Gas, 1500 9th Ave SE Unit 2, Unit 2 of E135.4' of W403.4' of Kranz & DeVille OL A, Govt Lot 1, 5-116-52(A)
42. Henry & Dorothy Harms, Just One More #2, 717 S Broadway Ste #2, W30' of Lot 6, Block 87 4th Railway Addn
43. Hy-Vee Inc., Hy-Vee Food Store #1871, 1320 9th Ave SE, Lot A of Watertown Mall Associates subdivision of Lot 11 of the Plat entitled: Watertown Mall Associates an Ohio Limited Partnership Addition to the City of Watertown, located in the NE 1/4 Section 5-T116N-R52W of the 5th P.M. Codington County, SD
44. Lake City Slowpitch Softball Association, Lake City Slowpitch Softball Association, 1512 17th Street SE, Lot 1, Blk 2, Watertown Sport Complex 1st Subdivision
45. MADJIK LLC, Legends, 825 3rd Street SW, Lots 1-7 Block 93 of 5th Railway Addition; Lots 1-8 Block 94 of 5th Railway Addition
46. M&M Little River City, LLC, Little River City, 20 9th Ave SW, Lots 1 & 2, Little River City Addn
47. M&M Little River City, LLC, Silver City Casino, 22 9th Ave SW, E12' of W65' of S61' of N155' of Lot 1 of plat ent: Little River City Addn. to M. of Wtn, Cod., Co.
48. Magic Mile Entertainment LLC, Magic Mile Casino, 520½ 10th St SE Ste A, Suite A of Lots 18-23 Blk 5 Gesley's Addn (& Blk 24 in Brocks)
49. Magic Mile Entertainment, LLC, Magic Mile Casino #2, 520 10th St SE Ste B, Suite B of Lots 18-23 Blk 5 Gesley's Addn (& Block 24 in Brock's)
50. Maria A. Rodriguez, El Tapatio Grocery, 713 9th Ave SE, Lot 16, Less Lot H1 and Lots 17-21 Block 28 of Brock's Addition
51. Maria Rodriguez, Taqueria La Mexicana, 711 9th Ave SE, Lots 16-21 Blk 28 Brocks Addn Suite 711
52. Number One Casino Inc, Number One Casino, 1006 14th St SE, W ½ of Lots 10 & 11, Blk 1, East Acres Addn
53. Oscar Nails Watertown LLC., Oscar Nails Watertown LLC, 2013 Willow Creek Drive Ste 3, Lot 1, Marvin Ed, 2nd Addition
54. P & L Convenience Inc., Interstate29 Fuels, 825 35 St Circle, Lot 1 Less W48.8' and Less N63' Watertown Hospitality Addition
55. Petrik Holdings LLC, Labbie's Sports Bar and Grill, 1414 9th Ave SE Ste C & D, W108' Kranz & Deville Ol A & Lot 13 & W108' Lot14 Blk 1 Wast Acres Add
56. RBM1, LLC., Treasure Chest Casino, 1315 5th Ave SE, The S27' of Lots 27-29, Block 8, Gesley's Second Addition
57. Redlin Art Center, Redlin Art Center, 1200 33rd Street SE, Lot 1 Blk 4, N895' E1444.74' of Govt Lots 3 & 4 less Welters Subd includes Blks 1 & 2 Weiters subd less hwy
58. Sandbar, The Sandbar, 100 N Lake Drive, Smith Outlot less SE 130'
59. Schwalm Corporation, The Lounge, 21 N Maple, Harper Belatti, Outlot Block 4, Original Plat
60. Sioux Valley Coop, Inc., Sioux Valley Coop, 1601 9th Ave SE, Old Roby Subd & Lot 2 less Lot H1 Cenex-Horning Add & Lot 3 less Lot H1 Pahl's Subd
61. Stone Oil Co, Inc., Prairie Stop, 1007 9th Ave SW, Loken Outlots 1&2 Lot 3 Loken's Add & Loken Outlot 2 less Lot H1 Loken Outlots 1&2
62. Stone Oil Company, Inc., The Grainery, 3801 9th Ave SE, Lot 1, Block 1 & N200' of S600' of W300', Blk 2, Fox Addn in SE 1/4, 34-117-52
63. Target Corporation, Target Stores-0859, 2000 9th Ave SE, Lot A of Endres' Investment Addition to the Municipality of Watertown

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

64. TBN LLC, Lone Pine, 2647 10th Ave SE, E109' of Lot 2 of Wheel City Addition to the Municipality of Watertown, Codington County, South Dakota
65. The Village of Harmony Hill Inc, The Commons of Harmony Hill, 2527 Prairie Park Trl SE, Community Room, Prairie Vista Dining, Board Room on the Hill and Bene's Lounge in the Commons of Harmony Hill of Lot 1A Block 9 of Harmony Hill Second Addition to the Municipality of Watertown in the County of Codington, South Dakota
66. The World of the Party LLC, The World of the Pary, 101 N Broadway, Lot 8 less W74' and Lots 11-12 Less W74' Railroad Addn and Hanken and Haggar OL Less W74'
67. TNT Operations LLC, Lake Stop 20, LLC, 2301 SD Hwy 20, Lot 1 of TNT Addition
68. Todd J. Ronke, Todd J. Ronke (INACTIVE), 215 14th Street SE, Lot 2 Ted Horning Addn
69. Walgreen Co, Walgreens #10007, 421 9th Avenue SE, Lot 2 less Lot H1 Spies Brothers Addition
70. Wal-Mart, Inc., Wal-Mart Supercenter #1500-Watertown, 1201 29th St SE, Lot 3 of Walmart Addition
71. Woody's Sports Bar, LLC., Woody's Sports Bar, LLC., 1612 9th Ave SW, E224' W397' N275' & E93' W397' S237.25' N512.15' of Govt Lot 3, City Lands Addn.
72. WR Capital I, LLC., Minerva's Restaurant & Bar, 1901 9th Ave SW, E510.5' W900' S720' less W251.5' N124' & less N98' S596' E64.62' W395' & less H-3 City Lands 36-117-53 & E259' of W900' of N250' of S970' SW1/4 & Ramkota Addn plus Lot 4 & W93.3' of Lot 5 of Turbes Addn to the City of Watertown

BILLS:

#1 WELDING LLC	SERVICE	370.00	L.N. CURTIS & SONS	SUPPLIES	79.99
1000 BOOKS FOUNDATION	SUPPLIES	300.00	LAKE AREA ZOOLOGICAL SOCIETY	REIMB	9,502.99
1889 MEAT CO	SUPPLIES	360.00	LANGUAGE LINE SERVICES, INC.	SERVICE	140.31
A & B BUSINESS SOLUTIONS, INC.	SERVICE	705.93	LATC/CORP ED	SERVICE	20,472.00
ABRA AUTO BODY & GLASS - WATERTOWN	SERVICE	5,065.28	LES MILLS US TRADING, INC.	LICENSE	709.00
ACTIVE HEATING, INC.	SERVICE	155.00	LES SCHWAB TIRE CENTERS	SERVICE	64.98
ALL-AMERICAN PUBLISHING	ADV	698.00	LISA LINDQUIST	REFUND	80.00
ALLEN SHUFFLEBOARD, LLC	SUPPLIES	54.48	LL & SONS EXCAVATING, INC.	SERVICE	19,387.79
AMAZON CAPITAL SERVICES	SUPPLIES	4,697.84	LOCKSMITH AND MORE LLC	SERVICE	12.00
AMERICAN ENGINEERING TESTING, INC.	SUPPLIES	10,556.75	M & M DISTRUTION, LLC	SUPPLIES	750.00
AMERICAN FLAGPOLE & FLAG CO.	SUPPLIES	47.19	MACKSTEEL WAREHOUSE INC.	SUPPLIES	500.70
ANDOR INC.	SERVICE	587.32	MACQUEEN EMERGENCY	PARTS	46,951.19
A-OX WELDING CO, INC.	SUPPLIES	321.72	MAC'S INC.	SUPPLIES	1,577.62
AP AUTO PROS, INC.	SERVICE	758.78	MARCO TECHNOLOGIES, LLC	SERVICE	57.50
APPLE BOOKS	SUPPLIES	714.54	MARKS AUTO REPAIR	SERVICE	418.03
ASSOCIATED POOL BUILDERS INC.	SUPPLIES	12,803.37	MATHESON TRI-GAS, INC.	SUPPLIES	122.79
ASSOCIATED SUPPLY COMPANY	SUPPLIES	650.50	MAXMEDIA	ADV	1,499.00
AT&T MOBILITY	SERVICE	1,819.20	MAXWELL FOOD EQUIPMENT	SUPPLIES	59.08
ATLAS TARGET WORKS	SUPPLIES	399.00	M-B COMPANIES, INC.	PARTS	4,698.66
AUTO VALUE WATERTOWN	PARTS	919.47	MCKEEVER, INC.	ICE ARENA	5,496.86
AUTO ZONE	PARTS	9.69	MCMMASTER-CARR	SUPPLIES	286.52
AXON ENTERPRISE, INC.	SUPPLIES	3,015.88	MCNEILUS TRUCK AND MANUFACTURING	EQUIPMENT	744,510.00
BACHMAN PARKING & PAINTING, LLC	SERVICE	795.92	MEAD & HUNT, INC.	CONSTR	5,000.00
BAKER & TAYLOR	BOOKS	2,921.61	MENARD'S	SUPPLIES	5,390.97
BATTERIES UNLIMITED, INC.	SUPPLIES	478.00	MICHELLE JENSEN	TRAVEL	100.00
BEACON ATHLETICS	SUPPLIES	727.20	MICHELLE SCHUTTE	TRAVEL	64.66
BEACON CENTER	CONTRIBUTION	50,000.00	MICRO MARKETING ASSOCIATE	SUPPLIES	651.56
BLUEPEAK	SERVICE	7,931.89	MIDCONTINENT COMMUNICATIONS	SERVICE	297.40
BOB ANDERSON	SERVICE	710.00	MIDWEST TAPE	SUPPLIES	170.49
BOLDT CONSTRUCTION	SERVICE	2,750.00	MIDWEST TURF & IRRIGATION	SUPPLIES	4,171.70
BORNS GROUP	POSTAGE	3,174.00	MJ WALSH TRUCKING, INC.	SERVICE	892.50
BOUND TREE MEDICAL LLC	SUPPLIES	639.82	MOBILE DIESEL SERVICE	SERVICE	1,107.16
BOW WOW PET WASTE INC.	SUPPLIES	503.92	MOE OIL CO, INC.	SUPPLIES	932.94
BRAD MILES	TRAVEL	34.00	MUNICIPAL UTILITIES	SERVICE	189,885.15
BRIAN'S GLASS INC.	SUPPLIES	1,371.19	NAPA CENTRAL	PARTS	1,344.55
BRYAN ROCK PRODUCTS	SUPPLIES	9,107.54	NATIONAL GOLF GRAPHICS, LLC	SUPPLIES	331.00
BULLET SPORTSWEAR AND GRAPHICS	SUPPLIES	1,950.00	NATIONAL SPORTS PRODUCTS	SUPPLIES	502.00
BUTLER MACHINERY CO INC.	SERVICE	6,648.96	NEAA INC.	SERVICE	3,500.00
C & S PEST CONTROL	SERVICE	95.00	NELSON MFG CO.	SUPPLIES	135.65
C&R FIRE SUPPRESSION	SUPPLIES	677.35	NORTH CENTRAL LABORATORIES	SUPPLIES	1,536.64
CALAMP WIRELESS NETWORKS CORPORATION	PARTS	240.00	NYBERG'S ACE HARDWARE, INC.	PARTS	148.29
CARRICO LAW PROF. LLC	SERVICE	12,458.00	O'CONNOR COMPANY	SUPPLIES	199.53
CASHWAY LUMBER INC.	SUPPLIES	86.85	OFFICE PEEPS, INC.	SUPPLIES	1,231.82
CENTER POINT LARGE PRINT	SUPPLIES	392.28	OLD DUTCH FOODS, INC.	SUPPLIES	226.20
CENTRAL SALT, LLC	SUPPLIES	17,389.48	ONE SOURCE	SERVICE	184.10
CENTURY BUSINESS PRODUCTS, INC	SERVICE	423.99	O'REILLY AUTO PARTS	PARTS	728.26
CENTURYLINK	SERVICE	167.16	OVERDRIVE, INC.	SUPPLIES	6,725.00
CERTIFIED LABORATORIES	SUPPLIES	154.95	PAMELA R. KANNAS	SERVICE	12.00
CHUCK'S LOCK & KEYS	SUPPLIES	60.50	PENWORTHY COMPANY	SUPPLIES	101.89
CINTAS CORPORATION NO. 2	SERVICE	115.38	PERFORMANCE TOWING	SERVICE	184.00

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

CITY OF CLARK	REFUND	300.00	PETERBILT OF FARGO	SERVICE	5,891.41
CITY OF SAINT PAUL	TRAINING	180.00	PHEASANTLAND INDUSTRIES	SUPPLIES	155.68
CLUB CADDIE HOLDINGS INC.	SOFTWARE	600.00	PICKLEBALL INC.	SUPPLIES	200.94
CLUBHOUSE HOTEL & SUITES - PIERRE	TRAVEL	672.00	PIONEER MANUFACTURING COMPANY	SUPPLIES	3,225.70
COCA COLA BOTTLING COMPANY	SUPPLIES	1,098.00	PIZZA RANCH	SUPPLIES	475.91
CODINGTON CLARK ELECTRIC COOPERATIVE	SERVICE	690.53	POLICE PETTY CASH FUND	CASH	79.97
CODINGTON CO REGISTER OF DEEDS	SERVICE	316.00	POMP'S TIRE SERVICE, INC.	SERVICE	2,824.16
CODINGTON CO TREASURER	SERVICE	80.10	PORTER DISTRIBUTING CO.	SUPPLIES	2,058.75
CODINGTON COUNTY HISTORICAL SOCIETY	CONTRIBUTION	11,000.00	PRAIRIE LAKES HEALTHCARE	TRAINING	375.00
CODINGTON COUNTY HOCKEY CLUB LLC	AGREEMENT	35,819.19	PRINT EM NOW	SUPPLIES	352.00
CODY BERNS	SERVICE	3,780.00	PRO LINE, INC.	SUPPLIES	1,348.00
CODY TRUMM	TRAVEL	309.02	PRODUCTIVITY PLUS ACCOUNT	SERVICE	4,925.12
COLE PAPERS	SUPPLIES	2,356.11	PURE & SECURE	SUPPLIES	60.20
COLOURS, INC	PARTS	126.70	QUALITY FLOW SYSTEMS INC.	SUPPLIES	2,192.20
COMFORT INN & SUITES	TRAVEL	415.85	R.N.O.W., INC	SUPPLIES	291.99
COMMERCIAL CLEANING SERVICES INC	SERVICE	15,655.00	RADWELL INTERNATIONAL, INC.	SUPPLIES	383.94
CONNECTIONS INC EAP	DUES	692.96	RC FIRST AID	SUPPLIES	161.00
CONTAINER SALES LLC	SUPPLIES	4,400.00	RC TECHNOLOGIES, INC	SERVICE	78.20
COUNTY FAIR FOODS	SUPPLIES	273.17	RDO EQUIPMENT CO.	PARTS	138.60
COWBOY COUNTRY STORE	SUPPLIES	33.00	RED RIVER ZOO	ANIMAL	186.25
CRAIG MITCHELL	TRAVEL	34.00	REDLINGER BROS INC.	PARTS	2,236.91
CREATIVE REWARDS & SPECIALTIES	SUPPLIES	162.00	REILLY REPAIR INC.	PARTS	591.05
CREATIVE VISIONS LANDSCAPE & DESIGN, INC.	SERVICE	6,823.75	RICE LAKE	CONSTR	1,585,421.77
CRITERION INC	LICENSE	425.00	RON'S SAW SHOP	PARTS	3,280.85
CULLIGAN	SERVICE	393.00	ROTARY CLUB	DUES	209.00
DACOTA PAPER COMPANY	SUPPLIES	480.72	ROY'S SPORT SHOP INC.	SUPPLIES	369.95
DAGWOOD'S SUBS	SUPPLIES	125.25	RRR HVAC RESCUE LLC	SUPPLIES	125.00
DAKOTA BUTCHER	SUPPLIES	389.25	RUNNINGS FARM AND FLEET	SUPPLIES	4,628.68
DAKOTA PORTABLE TOILETS, INC.	RENT	1,555.00	RUSH TRUCK CENTERS OF CALIFORNIA, INC	EQUIPMENT	108,197.50
DAKOTA SUPPLY GROUP	SUPPLIES	391.64	RYCOM INSTRUMENTS INC	EQUIPMENT	4,035.00
DANKO EMERGENCY EQUIPMENT CO	EQUIPMENT	119,530.00	SAME DAY EXPRESS, INC.	SHIPPING	340.00
DARKTRACE HOLDINGS LIMITED	DUES	36,978.50	SANFORD HEALTH OCCUPATIONAL MEDICINE	SERVICE	371.00
DE LAGE LANDEN PUBLIC FINANCE LLC	SCOREBOARDS	9,511.10	SANFORD USD MEDICAL CENTER	SERVICE	1,200.00
DEMCO, INC.	SUPPLIES	1,779.04	SANITATION PRODUCTS INC.	SUPPLIES	3,677.14
DEPENDABLE SANITATION INC.	SERVICE	6,270.00	SARA & TED AARESTAD	REIMB	1,136.00
DEREK AXELSEN	TRAVEL	91.87	SCHOLASTIC INC.	SUPPLIES	84.00
DISCOUNT SEEDS, INC.	SUPPLIES	280.00	SCHOMP'S MECHANICAL SERVICES	SERVICE	4,887.82
DON JELLIS WELDING & REPAIR	SERVICE	944.86	SD DEPARTMENT OF PUBLIC SAFETY	SERVICE	2,700.00
DUININCK, INC	CONSTR	56,208.54	SD DEPT OF ENVIRONMENT & NATURAL RES	FEES	4,276.55
DUPONT ELECTRICAL, LLC	SERVICE	10,000.00	SD DEPT OF LABOR	DUES	532.00
EACHEN INC.	SERVICE	127.44	SD DEPT OF TRANSPORTATION	CONSTR	923.35
EASTSIDE EQUIPMENT LLC	EQUIPMENT	22,850.33	SD DIVISION OF CRIMINAL INVESTIGATION	SERVICE	216.25
EBSCO INFORMATION SERVICES	SUPPLIES	5.91	SD MUNICIPAL LEAGUE	DUES	168.00
ELIVATE	SUPPLIES	333.96	SD PUBLIC ASSURANCE ALLIANCE	SERVICE	310.31
ELLWEIN BROTHERS, INC.	SUPPLIES	9,058.40	SDN COMMUNICATIONS	SERVICE	766.99
EMS LOGIK, NARCBOX, STATIONSTOK	SUPPLIES	76.00	SERVICE PLUS INC.	SERVICE	833.94
EMS MANAGEMENT & CONSULTANTS, INC	SERVICE	4,160.00	SHARP AUTOMOTIVE, INC	SERVICE	243.60
ENERGY LABORATORIES, INC.	SUPPLIES	300.00	SHERWIN WILLIAMS	SUPPLIES	63.14
ENGELSTAD ELECTRIC	SERVICE	281.21	SHRED-IT	SERVICE	498.92
ENVIRONMENTAL RESOURCES ASSOCIATES	SUPPLIES	873.31	SIGHT AND SOUND	SERVICE	7,082.43
ESRI	SERVICE	5,470.00	SIGN PRO	SUPPLIES	1,160.00
EVOLUTION POWERSPORTS	SUPPLIES	19.98	SIGN SOLUTIONS USA, LLC	SUPPLIES	39.70
EXECUTIVE MGMT. FINANCE OFFICE	SERVICE	6.75	SIOUX RURAL WATER SYSTEM	SERVICE	126.10
EXHAUST PROS INC.	SERVICE	154.50	SIOUX VALLEY COOP	SUPPLIES	53,113.79
FARMERS IMPLEMENT & IRRIGATION	PARTS	36.87	SIOUX VALLEY REPAIR	SERVICE	437.15
FASTENAL COMPANY	SUPPLIES	106.05	SITEONE LANDSCAPE SUPPLY, LLC	SUPPLIES	4,002.80
FERGUSON WATERWORKS #2516	SUPPLIES	8,654.50	SODAK SERVICES, LLC	SERVICE	200.00
FIRST DISTRICT ASSN OF LOCAL GOVERNMENTS	SERVICE	5,500.00	SPX AIDS TO NAVIGATION	SUPPLIES	196.18
FIRST NATIONAL BANK OMAHA	SUPPLIES	8,308.66	STAN HOUSTON EQUIPMENT INC.	SUPPLIES	22.95
FISHER SCIENTIFIC	SUPPLIES	9,049.60	STAR LAUNDRY & CLEANERS, INC.	SERVICE	863.82
FLEETPRIDE, INC	PARTS	377.25	STAR TRIBUNE	SERVICE	520.94
FLORALS & FINDS, LLC	SUPPLIES	50.00	STATE OF SOUTH DAKOTA	LICENSE	300.00
FORCE AMERICA DISTRIBUTING LLC	SUPPLIES	1,100.80	STEIN SIGN	SERVICE	103.01
FOREMOST PROMOTIONS	SUPPLIES	353.73	STEIN'S INC.	SUPPLIES	541.28
FRONTIER PRECISION INC.	EQUIPMENT	37,535.70	STREET GRAPHEX, INC.	SUPPLIES	1,890.59
G & R CONTROLS, INC.	SERVICE	1,485.33	STROMSETH DIRT WORKS LLC	SERVICE	1,504.00
GALL'S INC.	SUPPLIES	172.43	STRYKER SALES CORPORATION	SUPPLIES	2,017.17
GANNETT MEDIA CORP	SERVICE	1,194.12	SUPERIOR JETTING, INC.	SERVICE	4,937.50
GANNETT TENNESSEE LOCALIQ	SERVICE	6,413.45	SUTTON LAWN & SNOW LLC	SERVICE	2,246.25
GEMPLER'S	SUPPLIES	133.12	SWO TAX REVENUE DEPARTMENT	LICENSE	100.00
GEOTEK ENGINEERING	CONSTR	12,215.10	TAYLOR MADE GOLF COMPANY, INC	SUPPLIES	5,250.00
GLACIAL LAKES POWERSPORTS	SERVICE	687.42	TECH SALES CO.	PARTS	1,047.34
GLACIAL LAKES RADIATOR	SERVICE	177.50	TECHNICOLOR SCREEN PRINTING, INC.	SUPPLIES	17.43
GLACIAL LAKES VETERINARY	SERVICE	1,295.35	TEGRA GROUP, INC.	CONSTR	15,977.00
GLASS PRODUCTS INC.	SERVICE	862.42	TELEDYNE INSTRUMENTS, INC.	SUPPLIES	1,592.00

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

GLOBAL INDUSTRIAL	SUPPLIES	209.19	TEREX USA LLC	SERVICE	2,676.68
GRAINGER	SUPPLIES	885.44	THE BUG COMPANY OF MINNESOTA, INC	SUPPLIES	83.05
HACH COMPANY	SUPPLIES	275.05	THE HUNTINGTON NATIONAL BANK	EQUIPMENT	72,487.66
HAWKINS INC.	SUPPLIES	2,244.53	THE LODGE AT DEADWOOD	TRAVEL	1,198.25
HDR ENGINEERING INC.	CONSTR	132,668.02	THERMO FISHER SCIENTIFIC (ASHEVILLE) LLC	SUPPLIES	182.88
HEIMAN, INC.	SUPPLIES	567.96	THOMSON REUTERS - WEST	SUBSCR	1,240.41
HELMS & ASSOCIATES	CONSTR	6,121.67	TK ELEVATOR	MAINT	644.63
HILLYARD / SIOUX FALLS	SUPPLIES	7,911.01	TRACEY WITTE	TRAVEL	94.00
HOBBY LOBBY STORES, INC.	SUPPLIES	9.99	TRAFFIC CONTROL CORPORATION	SUPPLIES	740.00
HOMETOWN BUILDING CENTER, INC.	SUPPLIES	4,618.98	TRANSUNION RISK AND ALTERNATIVE	SERVICE	25.00
HOOD MASTERS LLC	SERVICE	150.00	TRAV'S OUTFITTER, INC.	SUPPLIES	2,863.27
HOWARD VETERINARY CLINIC	SERVICE	83.00	TROJAN TECHNOLOGIES CORP.	SUPPLIES	489.75
HUFF CONSTRUCTION, INC	CONSTR	438,732.95	TSP, INC.	CONSTR	10,220.86
HUMAN SERVICE AGENCY	SERVICE	2,500.00	TWO WAY SOLUTIONS, INC.	SUPPLIES	1,364.60
HY VEE FOOD STORE	SUPPLIES	216.20	TWOTREES TECHNOLOGIES, L.L.C.	SERVICE	1,777.55
IAN MERIWETHER	TRAVEL	94.00	TYLER TECHNOLOGIES, INC.	SERVICE	290.00
ICMA MEMBERSHIP RENEWALS	DUES	200.00	UNIQUE MANAGEMENT SERVICES, INC.	PLACEMENTS	65.00
INFORMA PRINCETON LLC	SERVICE	4,800.00	UNITED STATES ICE RINK ASSOCIATION	DUES	95.00
INFRASTRUCTURE DESIGN GROUP, INC.	SERVICE	2,664.00	UNIVAR SOLUTIONS USA INC.	SUPPLIES	12,709.46
INNOVATIVE FABRICATORS, INC.	SUPPLIES	529.50	UPS STORE	SHIPPING	706.71
INTERLAKES COMMUNITY ACTION PARTNERSHIP	CONTRIBUTION	7,500.00	US BANK NATIONAL ASSOCIATION	RENT	80.00
INTL ACADEMIES OF EMERGENCY DISPATCH	RECERTIFICATION	110.00	US BANK ST PAUL	DEBT	970,545.63
INTOXIMETERS, INC.	SUPPLIES	420.00	US FOODS - SIOUX FALLS	SUPPLIES	12,691.61
ISAIAH HALL	REIMB	196.47	VERIZON WIRELESS	SERVICE	668.66
ISTATE TRUCK CENTER, INC.	SERVICE	538.41	VESTIS SERVICES, LLC	SERVICE	258.48
ITC, INC	SERVICE	523.78	WAL-MART	SUPPLIES	1,495.54
J & B SCREEN PRINTING INC.	SUPPLIES	2,650.25	WARNE PLUMBING & HEATING	SERVICE	443.88
J D POWER	SUBSCR	215.00	WATERTOWN AREA CHAMBER OF COMMERCE	DUES	1,075.00
J H LARSON ELECTRICAL CO.	SUPPLIES	802.02	WATERTOWN AREA HOME BUILDERS ASSOC	DUES	50.00
JAYTECH, INC	SERVICE	645.40	WATERTOWN AREA TRANSIT INC.	SUBSIDY	40,500.00
JCL - SIOUX FALLS BRANCH	SUPPLIES	209.74	WATERTOWN ARTWALK, INC.	CONTRIBUTION	2,500.00
JEFFERSON LINES	SHIPPING	167.50	WATERTOWN BOYS AND GIRLS CLUB	SUBSIDY	16,631.03
JEFFREY LOCKHART	SERVICE	185.00	WATERTOWN BUSINESS DISTRICT IMPROV	SUBSIDY	19,301.04
JODI HEMILLER	TRAVEL	140.70	WTN CONVENTION & VISITORS BUREAU	SUBSIDY	29,000.00
JOHN DEERE FINANCIAL	PARTS	415.26	WATERTOWN FORD	EQUIPMENT	91,245.74
JOSHUA MOORE	TRAVEL	192.00	WTN LAWN & GARDEN & SMALL ENG REPAIR	SUPPLIES	37.00
JURGENS PRINTING INC.	SUPPLIES	734.00	WATERTOWN MUNICIPAL BAND	SUBSIDY	3,125.00
JUSTIN PETERSEN	TRAVEL	68.00	WATERTOWN TRUCK & TRAILER INC	SERVICE	2,339.36
KATHY ANTOINE	TRAINING	490.70	WATERTOWN WHOLESALE	SUPPLIES	1,238.70
KIESLER POLICE SUPPLY, INC.	SUPPLIES	211.89	WELLS FARGO FINANCIAL LEASING, INC.	LEASE	1,731.80
KIWANIS CLUB	DUES	160.00	WEST METRO FIRE-RESCUE DISTRICT	TRAINING	525.00
KIXX	ADV	500.00	WILLIAM MILLS	TRAVEL	34.00
KOHL EXCAVATING, LLC	SERVICE	1,725.00	WW TIRE SERVICE INC.	SERVICE	1,127.95
KPHR	ADV	240.00	ZIEMER LANDSCAPING & LAWN CARE, S&E LLC	TRAVEL	992.50
KXLG	ADV	1,500.00	ZIP AND STITCH SEWING	SERVICE	15.00
L MARQUARDT ELECTRIC INC.	SERVICE	1,284.62			

PAYROLL:

	Sal	SS	Pen	Ins		Sal	SS	Pen	Ins
Mayor/CC	10,716.25	632.91	-	-	Cemetery	12,312.56	901.44	697.26	1,876.02
City Manager	21,239.53	1,527.55	1,269.57	2,807.09	Animal Cntrl	10,251.13	748.62	610.27	1,876.02
Human Resources	20,394.07	1,457.27	1,216.44	3,611.90	Forestry	21,226.16	1,599.74	1,262.79	3,713.61
Finance	19,875.64	1,374.42	1,187.74	4,906.18	Library	46,027.15	3,372.91	2,525.66	8,632.49
Info Tech	26,199.86	1,931.05	1,562.39	3,887.51	Comm Develop	29,678.73	2,143.09	1,768.72	5,623.39
Facilities Maint	32,483.65	2,331.10	1,939.43	7,499.41	Park & Rec.	222,662.39	15,704.56	10,646.56	29,117.16
Engineer	43,355.40	3,167.20	2,586.92	5,959.80	PLWC	66,227.13	5,047.24	2,031.62	6,064.99
Police	283,454.97	20,831.22	22,098.05	38,881.68	E-911	66,613.76	4,867.20	3,994.44	11,130.09
Fire	278,211.11	4,070.11	21,710.11	50,413.72	Sewer	88,448.00	6,482.60	5,296.44	12,907.68
Public Works	5,246.66	403.65	312.40	651.35	Landfill	95,170.54	6,234.98	5,302.64	19,084.16
Street	80,368.73	6,202.26	5,172.86	20,649.38	Airport	37,804.07	2,772.96	2,261.05	5,816.07
Snow Removal	7,517.97	14.73	-	-					
Add'l 8.00 Long	C. Cutler & S. Price (Police), D. Landeen & T. McElhany (Fire), J. Lindner (Street), C. Chrisenson (Animal Control)								
New Hire Zoo	A. Macaluso (5,050.93/mo 40/mo cell), S. Zander (3,768.27/mo 40/mo cell), C. Graham (14.00/hr), T. Sudenga (12.00/hr)								
New Hire Forestry	M. Becker (3,957.20/mo 40/mo cell) New Hire Street J. Bawek (4,154.80/mo) New Hire Police S. Duffel & A. Coaker (22.00/hr)								
New Hire Golf	S. Scheffert (16.50/hr), T. DeVille (15.50/hr), M. Heggelund (14.00/hr) New Hire PLWC B. Peterson (13.00/hr), J. Beltz (12.00/hr)								
Salary Inc Zoo	M. Drake-Miller, J. Gilman, M. Jordan, A. Lam, S. Rasmussen, T. Simonton & O. Wulff (40.00/mo cell)								
Salary Inc Mosquito	C. McMullen (16.50/hr) Salary Inc Parks K. Ries (15.00/hr), D. Denzer & J. Heesch (14.50/hr), J. Maag & K. Karst (13.50/hr)								
Salary Inc Parks	L. Johnson (15.50/hr) Salary Inc Golf G. Struwe, D. Christofferson & B. Johnson (12.75/hr), M. Redlinger (14.50/hr)								
Salary Inc Golf	S. Gloe & J. Ries (14.75/hr), E. Swiden (15.00/hr), P. Foust (16.75/hr) Salary Inc PLWC S. Ulmen (13.00/hr)								
Salary Inc Pool	A. Bruemmer, M. Kannas, N. Akin & M. Fostvedt (14.50/hr) Salary Inc P&R K. Bender, H. Drake, E. Olson & A. Stromseth (12.50/hr)								
Salary Inc P&R	M. Carter & C. Paszek (12.50/hr), B. Kleinsasser & C. Thompson (12.75/hr), M. Maag & A. Hirtz (13.50/hr)								

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

Rob Petersen of the Succession Planning Committee provided a brief update regarding the search for a new City Manager. Rob reported that the Succession Planning Committee has conducted the first round of interviews of existing candidates. No action taken.

Mayor Holien called for Open Forum. Dan Seurer, owner of Buffalo Ridge Air Spray, addressed the City Council regarding permits and costs required to build a hangar at the Watertown Regional Airport. Zach Thompson addressed the City Council regarding budget concerns.

Ryan Heiser of Watertown Park & Rec gave a presentation on the Team-Up to Clean-Up Event. No action taken.

Motion by Schutte, seconded by Buhler, to approve a Professional Services Agreement for Engineering Services associated with the Calvin Industrial Park Lift Station, Project No. 2428, with Infrastructure Design Group in the amount of \$8,990. Motion Carried.

Motion by Schutte, seconded by Peters, to approve the Professional Services Agreement Amendment No. 1 for the Bidding, Construction Administration, and Resident Engineering of the Partial Parallel Taxiway C and Taxiway B Associated with Helms & Associates, Project No. 2316, in the Amount of \$512,034.07 for a New Contract Amount of \$697,029.76. Motion Carried.

Motion by Tupper, seconded by Peters, to approve the Rejection of all Bids for the Private Hangar Area Expansion Project, Project No. 2423. Motion Carried.

This being the time scheduled for a public hearing on the application for a transfer of location of a Retail (on-off sale) Malt Beverage & SD Farm Wine license and Video Lottery license from R & L 81 Kwik Stop LLC d/b/a R & L 81 Kwik Stop, 103 5th St NE, Seven Eleven Addn, formerly Lots 1-3, Blk 4, E Wtn except that part of Blk 3 conveyed by Swift & Co 1948 to R & L 81 Kwik Stop LLC d/b/a R & L 81 Kwik Stop, 103 5th St NE Suite #1, Suite 1 of Seven Eleven Addition; the Mayor called for public comment. Hearing no comments from the public, motion by Tupper, seconded by Schutte, to approve the transfer application as presented. Motion Carried.

This being the time scheduled for a public hearing on the application for a transfer of location of a Retail (on-off sale) Malt Beverage & SD Farm Wine license and Video Lottery license from R & L 81 Kwik Stop LLC d/b/a Winners Casino (INACTIVE), 4021 20th Ave SW, Lot 4 Horning 3rd Addn 3-116-53 to R & L 81 Kwik Stop LLC d/b/a Winners Circle, 103 5th St NE Suite #2, Suite 2 of Seven Eleven Addition; the Mayor called for public comment. Hearing no comments from the public, motion by Schutte, seconded by Peters, to approve the transfer application as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal a Retail (on-off sale) Malt Beverage & SD Farm Wine License & Video Lottery License for R&L 81 Kwik Stop LLC d/b/a R&L 81 Kwik Stop, 103 5th St NE, Ste # 1, Ste 1 of Seven Eleven Addition; the Mayor called for public comment. Larry Bachman spoke in favor of the renewal. Hearing no further comments from the public, motion by Danforth, seconded by Schutte, to approve the renewal as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine License & Video Lottery License for 4 Amigos LLC d/b/a Cowboy Country Stores #3, 1400 4th St NE,

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

W 250' of the S250' of #3 of the Plat Entitled Lots 1-5 of Northridge Addition to Wtn; the Mayor called for public comment. Anne Maag spoke in favor of the renewal. Hearing no further comments from the public, motion by Tupper, seconded by Buhler, to approve the renewal as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine License & Video Lottery License for 727 Inc, Freedom Watertown, 225 Kemp Ave, S100' of Lots 8-10, Block 35 Second Railway Addition; the Mayor called for public comment. Hearing no comments from the public, motion by Peters, seconded by Jurrens, to approve the renewal as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine License & Video Lottery License for Conda R. Williams d/b/a The Prop, 728 S Lake Drive, Govt Lot 2 lying W of S Lake Dr less S40 rods & Le Miniclier Addn & E325' Govt Lot 3, less S40 rods; the Mayor called for public comment. Conda Williams spoke in favor of the renewal. Hearing no further comments from the public, motion by Tupper, seconded by Peters, to approve the renewal as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for D&M Entertainment Inc d/b/a Doc's Bar, 33 N Maple, Lots 1-4, Blk 4, Original Plat Addn; the Mayor called for public comment. Hearing no comments from the public, motion by Peters, seconded by Jurrens, to approve the renewal as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for REVE LLC, d/b/a Watertown Brewing Company, 113 E Kemp Ave, Lot 1 in John F. Brock's rearrangement of lots 23 and 24 of Block 3, Watertown, Codington County, South Dakota, according to the recorded plat thereof; and Lot 1 in the Vacated Alley Rearrangement in John F. Brock's rearrangement of Lots 23 and 24, in Block 3, Watertown, Codington County, South Dakota, according to the recorded plat thereof; and Lot 1 in Balsiger's rearrangement of Lot 25 in Block 3, Watertown, Codington County, South Dakota, according to the recorded plat thereof; the Mayor called for public comment. Don Walraven spoke in favor of the renewal. Hearing no further comments from the public, motion by Peters, seconded by Buhler, to approve the renewal as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for Sioux Valley Cooperative d/b/a Sioux Valley Coop, 220 10th St NW, Lots 31-32 & N8' W116' vacated alley adjoining lot 31 & Lots 34-37 & Lots 43-47 Blk 27 replat of West Watertown & Lot 33 & Lots 38-45 Blk 27 West Watertown to the Municipality of Watertown, in the County of Codington, South Dakota; the Mayor called for public comment. Hearing no comments from the public, motion by Peters, seconded by Buhler, to approve the renewal as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine License & Video Lottery License for SSNC, Inc d/b/a Midtown Smoke Shop & Casino, 1 1st Ave NE, Wtn Community Oil Co. Outlot NE 1/4 of Sec 31, T117 N, R52W lying SE of a line drawn parallel to & lying 100 ft NE of the E boundary of said outlot; the Mayor called for public comment. Hearing no comments from the public, motion by Buhler, seconded by Tupper, to approve the renewal as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant, 127 N

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

Broadway, Hurkes Addn to the City of Watertown, being formerly a portion of the NE 1/4 of 31-117-52W; the Mayor called for public comment. Sean Dempsey spoke in favor of the renewal. Hearing no further comments from the public, motion by Danforth, seconded by Buhler, to approve the renewal as presented. Motion Carried.

This being the time scheduled for a public hearing on a renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for Watertown Mavericks LLC d/b/a Maverick's Steak and Cocktails, 100 E Kemp Ave Suite B, W115' N1/2 & S10' N1/2 E50' Lot 12 & W65.22' N1/2 & W115' S 1/2 Lot 13 & W65.22' Lot 14, Block 10, Original Plat & W50.75' E101.26' N25' Lot 13 & W50.75' E101.26' Lot 14, Block 10, Original Plat; THE Mayor called for public comment. Sabrina Metz spoke in favor of the renewal. Hearing no further comments from the public, motion by Buhler, seconded by Schutte, to approve the renewal as presented. Motion Carried.

Motion by Tupper, seconded by Buhler, to approve Resolution No. 25-14, supporting the installation of streetlights on Highway 212 at the intersections of 78th St W, 60th St W, 54th St W, 42nd St W, and 33rd St W by the South Dakota Department of Transportation. Motion Carried.

Chief Financial Officer, Kristen Bobzien, presented the Preliminary Report of the 2024 Financial Statements. Motion by Danforth, seconded by Jurrens, to approve the 2024 Financial Statements as presented. Motion Carried.

Motion by Peters, seconded by Schutte, to approve the Supplement to the Information Technology Budget in the amount of \$46,850. Motion Carried.

Councilman Jurrens encouraged the City Council to review the AI Report that Zach Thompson referenced during Open Forum.

Councilman Jurrens and Councilman Tupper made comments in regard to the current renewal process for alcohol licenses with a violation.

City Engineer, Justin Petersen, announced that National Public Works Week is May 18th- 24th starting with the Touch-A-Truck Event at the Watertown Regional Airport on Saturday, May 17th from 12:00 PM – 2:00 PM.

Motion by Schutte, seconded by Danforth, to go into Executive Session for the purpose of discussing contractual and personnel matters. Motion Carried.

Motion by Danforth, seconded by Buhler, to adjourn until 5:30 PM on Monday, May 19th, 2025. Motion Carried.

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

Dated at Watertown, South Dakota, May 5th, 2025.

ATTEST:

Jennifer Collins, Records & Licensing Manager

Ried Holien, Mayor



Parks, Recreation and Forestry Board Agenda Item

Subject: Authorization for Parks & Recreation to declare office chairs and conference table as surplus and dispose of as junk.

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

This surplus property are items outdated, broken, or unusable. We are requesting authorization to recycle or dispose these items.

FINANCIAL CONSIDERATIONS:

There are no major financial considerations for this item.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the authorization for Parks & Recreation to declare office chairs and conference table as surplus and dispose of as junk.



City Council

Agenda Item

Subject: Approval of a Budget Supplement for the E-911 Division in the amount of \$7,200.00 for Central Square Paging Module

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

See attached justification

FINANCIAL CONSIDERATIONS:

\$7,140.00

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the Budget Supplement for the E-911 Division in the amount of \$7,200.00 for Central Square Paging Module.

ATTACHMENT(S):

[CAD Paging - Budget Justification](#)

[Watertown Police, SD - SMS Paging](#)

[Priority SMS Paging Subscription Information Sheet](#)

WATERTOWN POLICE DEPARTMENT

2025 Budget Justification for Central Square CAD Paging Software

Total Cost: \$7,140.00

In April of this year, the Watertown Police Department received notification from several major cell phone carriers that effective June 1st, 2025, they would be discontinuing SMTP text-based alert notifications. This text-based system has played a vital part in our ability to notify first responders of medical, fire, police emergencies and as an effective way to send text alerts to police department command staff in the event of group notifications during major events.

An example of how the paging system functions is as follows: when an emergency call is received by the 911 Center, the dispatcher initiates a call for service and selects the text group associated with that department. Those responders, in addition to receiving a radio page, also receive important call details, such as location and nature of the call, via text message. The ability to deliver these messages is vital in maintaining effective communication with the responders.

Due to the fact we are losing the ability to send SMTP messages through our CAD system, we request a one-time increase to the 2025 911 Computer Maintenance Line (42511) in the amount of \$7,140.00 to purchase CAD Pro SMS Paging. This will enable us to still send pages through a dedicated SMS platform unlike the SMTP paging. This cost includes licensing, setup, technical support and the first year of maintenance. This software is an add-on component of our Central Square Computer Aided Dispatch system and will integrate seamlessly allowing us to continue providing this service to our responders.

In addition to the one-time cost of \$7,140.00 there is an on-going annual cost, beginning the second year of \$4,800.00 for maintenance. It is anticipated that there will be annual increases in this annual cost.

The proposed software solution ensures that our department maintains its high standards of communication and coordination during emergencies. The ability to instantly share critical information with the right personnel can make a significant difference in response times and the effectiveness of our operations.

In conclusion, after speaking with the State of South Dakota 911 Coordinator and other stakeholders, this is the correct solution to address this issue.

Thank you for your consideration of this request.



Quote prepared on:
April 15, 2025

Quote prepared by:
Jackie Vega
jackie.vega@centralsquare.com

Quote #: Q-217350
Primary Quoted Solution: PSJ Pro
Quote expires on: October 12, 2025

Quote prepared for:
Tracey Swenson
Watertown Police Department
128 N Maple Street
Watertown, SD 57201
(605) 882-6210

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	CAD PS Pro Priority SMS Paging Core (Agency Site License) Annual Subscription Fee	1	2,400.00	2,400.00
2.	CAD PS Pro Priority SMS Paging Core Annual Subscription Fee	1	2,400.00	2,400.00
			Software Total	4,800.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	780.00
2.	Public Safety Technical Services - Fixed Fee	1,560.00
		Services Total
		2,340.00 USD



Quote prepared on:
April 15, 2025

Quote prepared by:
Jackie Vega
jackie.vega@centralsquare.com

QUOTE SUMMARY

Software Subtotal	4,800.00 USD
Services Subtotal	2,340.00 USD
Quote Subtotal	7,140.00 USD
Quote Total	7,140.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	4,800.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscriptions on this quote include only the first year of software use and maintenance.



Quote prepared on:
April 15, 2025

Quote prepared by:
Jackie Vega
jackie.vega@centralsquare.com

Annual Maintenance and Subscriptions renewals shall be due annually on the anniversary date of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery: For on-premise software, Delivery shall be when CentralSquare delivers to Customer the initial copies of the software outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the software. For cloud-based software Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the software or any module of the software or (b) received access to the software via a URL.

Subscription Access. If Customer is purchasing subscription software under this Quote, so long as Customer has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Customer understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote. Upon termination of this Quote or any subscriptions, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation. Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, and no more than once per year, Customer shall permit CentralSquare to audit Customer's use of the software to monitor compliance. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the prompt payment by Customer to CentralSquare of any underpayment.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Execution

Contract Startup

- 100% Due Upon Execution

Hardware & Third-Party Software



Quote prepared on:

April 15, 2025

Quote prepared by:

Jackie Vega

jackie.vega@centralsquare.com

-
- 100% Due Upon Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred



Quote prepared on:
April 15, 2025

Quote prepared by:
Jackie Vega
jackie.vega@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Watertown Police Department

Signature: _____

Name: _____

Title: _____

Date: _____

Priority SMS Paging Subscription

The Priority SMS Paging Subscription is a one-way interface from CAD to Priority SMS. This interface allows pages (messages) to be sent to individuals and groups via SMS directly from CAD. The connection to the Priority SMS interface is set up by CentralSquare. Paging can be used to notify first responders and command staff of active CFS or it can be used to send less urgent messages such as weather alerts to a broader audience within the agency. Many CAD vendors rely on third-party vendors (such as page-gate) to provide this functionality but Professional Suite Powered by Zuercher has this functionality built in. Capabilities of this feature include the following:

- Ability to include CFS details in the page including CFS location, narrative, responders, and about anything else stored in a CFS.
- Message templates that are used to pre-populate the content of a page with CFS details and/or free-form text. This allows for faster sending of a page to first responders
- Ability to initiate pages from the command-line
- Automatic Paging- This will automatically send a page to the appropriate contacts when certain CAD commands such as "dispatch" or "enroute" or issued. This allows dispatchers to send pages in fewer steps which can improve response times.

Basic Paging Vs. Priority SMS Paging

Like Basic Paging, Priority SMS Paging allows messages to be sent from CAD and from workflow. Pages can be sent to cell phone numbers or email addresses. All pages sent to email addresses are sent via SMTP. Pages sent to cell phones (text messages) can be delivered via SMTP or dedicated SMS gateway, but it is better to use the dedicated SMS gateway especially the intent is to use paging for dispatching first responders (see more info below).

SMTP (Basic Paging):

- SMTP is free and sends SMS text messages as if they came from an email address e.g. 123445667@vztext.com
- The sending of the messages is facilitated via the cell phone provider
- Less reliable than SMS. SMTP messages can be slow, out of order, and sometimes not delivered at all.

Dedicated SMS Gateway:

- This is not free, but it is more reliable than SMTP.
- Text messages are sent in the same manner as if it were a text from one cell phone to another – there is no translation from email to text that must occur.
- The messages are transmitted at a higher priority than standard SMS messages, ensuring a timelier delivery.



City Council

Agenda Item

Subject: Renewal of Retail (on-off Sale) Malt Beverage & SD Farm Wine Licenses for the Period of July 1, 2025 to June 30, 2026.

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

The attached list of businesses have submitted proper paperwork and payment in order to renew their Retail (on-off sale) Malt Beverage and SD Farm Wine Licenses for July 1, 2025 to June 30, 2026.

FINANCIAL CONSIDERATIONS:

The City of Watertown and the State of South Dakota both receive \$150.00 for the renewal of each license. If the license also allows for Video Lottery, the licensee must also pay the City of Watertown \$50.00 per video lottery machine used (up to a maximum of 10 machines).

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the renewal of the Retail (on-off Sale) Malt Beverage & SD Farm Wine Licenses for the period of July 1, 2025 to June 30, 2026.

ATTACHMENT(S):

[Malt Beverage Renewals](#)

**RETAIL (ON-OFF SALE) MALT BEVERAGE & SD FARM WINE
LICENSE RENEWALS FOR PERIOD JULY 1, 2025 TO JUNE 30, 2026**

1. Infinity Fun LLC d/b/a Infinity Fun LLC, 714 9th Ave SE, Lots 9 thru 16 in Block 2; Vacated 7th Street East Lying Between 9th Avenue South and 10th Avenue South; Lots 1 thru 16 in Block 3; All that Part of the Vacated Alley Lying Between Lots 1 thru 8 and Lots 9 thru 16 in said Block 3; The West 21 feet of Lot 1 thru 4 Less Highway Right of Way of Lot 1. Lot 5 Less the North 30 feet less the West 21 feet in Block 4; All that part of the Vacated 6th Street East Lying Between 9th Avenue South and 10th Avenue South, Less the West 56.5 feet Lying Adjacent to and Along the East Line of said Lots 1 thru 4 and the North 30 feet of Lot 5, in Block 4, All in the Plat Entitles: "Davlin's Addition to Watertown", Codington County, South Dakota.
2. Kareem, Inc., I Mart Stores (Inactive), 615 9th Ave SE, Lots 15, 16, 17 & 18 in Rice Bros. Subd of Blk "J" of Burchard's Addn to Wtn
3. PRG Watertown, LLC, DBA Marco's Pizza, 817 9th Ave SE, Lots 11, 12, 13 & 14 in Block 27 of Brock's Subdivision of Blocks 26, 27 & 28 of Brock's Addition
4. R & L 81 Kwik Stop LLC d/b/a Winners Circle, 103 5th St NE Suite #2, Suite 2 of Seven Eleven Addition
5. Rodney J. Parent, River Card Casino, 7 8th St SW, The South 27.5' of the East half of lot 3 and the South 27.5' of the west 11.5' of Lot 2, Block 49
6. SS Retail, LLC., Smoke Solutions, 517 9th St SE, Lots 6-7 & S8' Lot 5 in Block G & that part of Vacated 7th Avenue lying between Lot 7 in Block G & Lot 1 in Block H and Lots 1-2 in Block H of Burchards Addition



City Council

Agenda Item

Subject: Application for a Weekly Seasonal Event Retail On-Sale License to The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for Thursday Night Live, 225 E Kemp, Downtown Plaza and that portion of Kemp Ave adjacent to Downtown Plaza for the duration of the 2025 Thursday Night Live Season.

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

Payment and proof of insurance has been provided for this weekly seasonal event license. According to SDCL 35-4-124, no public hearing is required for these licenses if the person applying for the license holds an on-sale alcoholic beverage license in the municipality.

Applicant is applying for the below dates/times:

- Thursday, June 5, 2025 from 3:00 PM to 11:00 PM
- Thursday, June 12, 2025 from 3:00 PM to 11:00 PM
- Thursday June 19, 2025 from 3:00 PM to 11:00 PM
- Thursday June 26, 2025 from 3:00 PM to 11:00 PM
- Thursday July 10, 2025 from 3:00 PM to 11:00 PM
- Thursday July 31, 2025 from 3:00 PM to 11:00 PM
- Thursday August 7, 2025 from 3:00 PM to 11:00 PM
- Thursday August 14, 2025 from 3:00 PM to 11:00 PM
- Thursday August 21, 2025 from 3:00 PM to 11:00 PM

Licensed footprint will be: 225 E Kemp, Downtown Plaza and that portion of Kemp Ave adjacent to Downtown Plaza.

FINANCIAL CONSIDERATIONS:

The applicant has applied for nine Weekly Season Special Event licenses and has paid licensing fees of \$450 to the City of Watertown.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the Weekly Seasonal Event Retail On-Sale License to The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for Thursday Night Live, 225 E Kemp, Downtown Plaza and that portion of Kemp Ave adjacent to Downtown Plaza for the duration of the 2025 Thursday Night Live Season.

Agenda Item 7.(e) Application for a Weekly Seasonal Event Retail On-Sale...

ATTACHMENT(S):

[Dempsey's - Thursday Night Live](#)



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: Thursday Night Live - Live Music @ Foundation Park

3. Event Date(s) and times: 4/5/25 3-11pm; 6/12/25 3-11p; 6/26/25 3-11pm; 6/19/25 3-11pm; 7/10/25 3-11pm; 7/31/25 3-11pm; 8/7/25 3-11pm; 8/14/25 3-11pm; 8/21/25 3-11p
(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 - downtown Park
 Event Address: _____

5. Event Applicant and Applicant Address: Dempsey's Brewery, Pub + Restaurant for TNL 127 N. Broadway Watertown, MA 02101

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: With Chamber - Tim Sheehan
 Email: tim@watertownsd.com
 Business Ph#: 605-886-5814

Agenda Item 7.(e) Application for a Weekly Seasonal Event Retail On-Sale...

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 <i>-for example, a winery basket at a silent auction</i>

9. Estimated number of Participants 400-500
Estimated number of Minors 150

Method in which applicants plan to prevent underage consumption: Wrist bands, card anyone who looks under 40 - also all our bar staff should be TAM certified by the 1st TNK

*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.

Agenda Item 7.(e) Application for a Weekly Seasonal Event Retail On-Sale...

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:

License footprint: 225 E Kemp, Downtown Plaza and that
portion of Kemp Ave adjacent to
Downtown Plaza.

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

4/30/25

Date

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

To Be Completed by Records & Licensing Manager:

1. Notice of public hearing was published on NA in the Watertown Public Opinion.

2. Public Hearing and/or Council action was held on May 19th 2025.
The Watertown City Council took action to
_____ Approve
_____ Disapprove license due to _____.

3. The following restrictions were imposed: _____

_____.

4. Receipt Number \$450.00 chk# 24433

5. Special Event License Number _____

6. Mailed to applicant on _____.

7. Signature of City Manager: _____ Date _____





City Council

Agenda Item

Subject: Approval of Resolution No 25-16, a Resolution Authorizing Acceptance of Payments from 3M, DuPont, Tyco and BASF.

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

This resolution is to facilitate the acceptance of payments under settlement agreements with 3M, DuPont, Tyco and BASF for the multi-jurisdictional lawsuit involving the City of Watertown and dba Watertown Municipal Utilities arising out of claims in use of aqueous film-forming foam (“AFFF”) which is used as a firefighting agent containing PFOA and PFOS.

FINANCIAL CONSIDERATIONS:

N/A

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve Resolution No 25-16, a Resolution Authorizing Acceptance of Payments from 3M, DuPont, Tyco and BASF.

ATTACHMENT(S):

[Res 25-16](#)

RESOLUTION NO. 25-16

**RESOLUTION AUTHORIZING ACCEPTANCE OF PAYMENTS
FROM 3M, DUPONT, TYCO AND BASF.**

RESOLUTION authorizing acceptance of payments from 3M, DuPont, Tyco and BASF over an eight (8) year period to the City of Watertown:

WHEREAS the City Council for the City of Watertown, in 2021 authorized the participation in a multi-jurisdictional lawsuit involving other public utilities and municipalities against 3M, DuPont, Tyco and BASF and other defendants in the action entitled, “City of Watertown v. 3M Company et.al., MDL No. 2873, Master Docket 2:21-cv-1104-RMG, U.S. District Court for the District of South Carolina, Charleston Division.

WHEREAS Judge Richard M. Gergel of said Court has authorized a multi-jurisdictional settlement to part of the claims in the aforementioned lawsuit related to aqueous film-forming foam (“AFFF”) which is used as a firefighting agent and contained PFOA and PFOS;

WHEREAS the City’s settlement amount from each party (3M, DuPont, Tyco and BASF) is based upon a formula of various factors that allocates a portion of the total settlement amount to each plaintiff in the multi-jurisdictional lawsuit, of which the first settlement payment of approximately \$223,522.18 from 3M is ready for distribution to the City and subsequent payments from the aforementioned defendants shall occur over the course of eight (8) years;

WHEREAS, the City may also benefit from additional settlements as certain claims in the lawsuit continue to be litigated;

NOW, THEREFORE, BE IT RESOLVED by the City of Watertown that the following authorizations are given:

- 1.** The City Council of the City of Watertown hereby acknowledges and authorizes the acceptance of each payment by the Chief Financial Officer also currently the Interim City Manager, for the City of Watertown under the settlement agreements from each Defendant (3M, DuPont, Tyco, and BASF) which the initial payment from 3M is approximately \$223,522.18 and to accept subsequent payments from any current or future settlements under the aforementioned lawsuit over the next eight (8) years;
- 2.** The Chief Financial Officer, City Attorney, and a representative of Watertown Municipal Utilities, shall confirm each payment for the duration of the eight (8) year payment schedule of the current settlement(s) and any future approved settlements by the Court over the next eight (8) years;

3. Any subsequent claims or adjustment of claims under the lawsuit and future settlement agreements shall be submitted by the City Attorney on behalf of the City of Watertown and dba Watertown Municipal Utilities.
4. The Chief Financial Officer shall facilitate receipt and deposit of the settlement funds to the account for Watertown Municipal Utilities as related to the claims by the City on behalf of Watertown Municipal Utilities, and said funds are for use in obtaining land for, constructing, refurbishing water wells, upgrade treatment facilities and continuing to provide clean drinking water for the citizenry of Watertown.

Adopted this 19th day of May, 2025

CITY OF WATERTOWN

Ried Holien, Mayor

ATTEST:

Jennifer Collins
Licensing and Records Manager



City Council

Agenda Item

Subject: Prairie Lakes Ice Arena Recognized as the Small Cities/Rural Communities Project of the Year, Structure for 2025 by the American Public Works Association

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

The American Public Works Association is a non-for-profit 501(c)3 organization with over 32,000 members globally working to advance the quality of life for all. City of Watertown has been a member as a public agency since 2022. In 1996 the APWA started the Project of the Year program, and this is the first time a South Dakota project has been awarded such an honor, the Prairie Lakes Ice Arena.

Hundreds of submissions are submitted annually and both the Public Works and Parks, Recreation and Forestry Departments are proud to say that Watertown's exceptional facility has earned such an exclusive title. The APWA Public Works Project of the Year Award for Small Cities/Rural Communities category must have a population of 50,000 or less. The project must promote excellence, demonstrate creativity, ingenuity, and efficiency in the delivery of public works projects as well as have a profound impact on the community. Projects must be developed, owned, and maintained by a public agency to be eligible for a nomination. Criteria that projects are judged on include construction process, environmental preservation, creativity of municipal resources, use of alternative materials and ability to meet a perceived community need.

As a winning project the City of Watertown will send a designated representative of the public agency, contractor, and consultant are all presented a plaque at the Awards Recognition Ceremony in August during PWX which is in Chicago this year. Projects will also be featured in APWA publications and on the APWA website as well.

The Prairie Lakes Ice Arena was a long-awaited dream that grew from a \$10 million project to an over \$36 million project in no time. Thanks to the incredible generosity of the community this dream was made possible. With the construction of the PLIA Watertown gained a second sheet of ice, ice year-round, and efficiencies in scheduling ice time even allowing of a new user group to start (curling). It is the largest completed public works project Watertown has seen.

To quote the Head Coach of the Watertown Shamrocks, " The PLIA has become a hub of social activity" and Visit Watertown Executive Director, Anjelica Uthe, "The PLIA is already proving to be a game-changer for our community. It stands as a testament to the pride our community has in investing in quality spaces that enhance our way of life... The economic impact will be substantial, fueling growth and further positioning Watertown as a premier destination for ice sports."

FINANCIAL CONSIDERATIONS:

Agenda Item 8.(a) Prairie Lakes Ice Arena Recognized as the Small Cities...
There will be no financial impact.

OVERSIGHT / PROJECT RESPONSIBILITY:

Dusty Rodek, Parks, Recreation & Forestry Director
Tom Bolin, PLIA Superintendent
Justin Petersen, City Engineer
Laura Moore, Executive Assistant

STAFF RECOMMENDATION / SUGGESTED MOTION:

No motion is necessary.

ATTACHMENT(S):

[Shorten PDF of APWA PLIA Nomination](#)



SCRC

PROJECT OF THE YEAR, STRUCTURE

2025

PRAIRE LAKES ICE ARENA
3015 1ST AVENUE NE
WATERTOWN, SD 57201

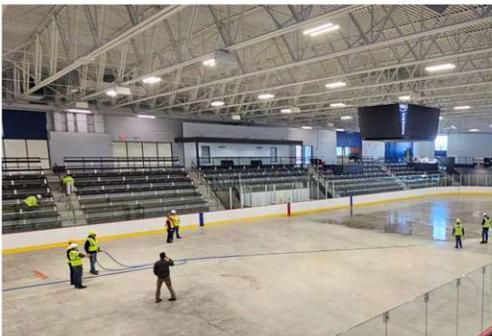
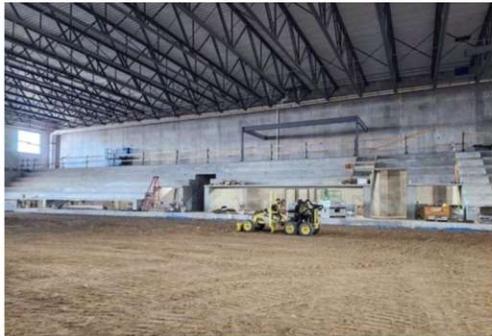
Construction



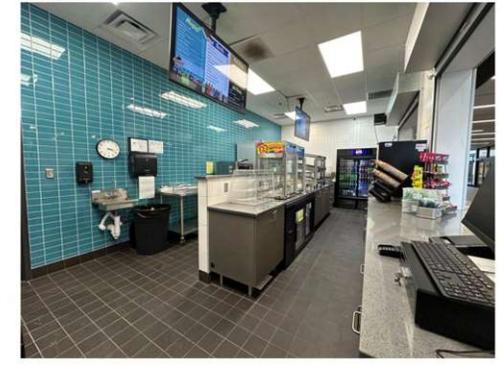
**2022 CONSTRUCTION STARTED
24 MILES OF PIPE UNDER RINK
123 TONS OF STRUCTURAL STEEL
218 TONS OF STEEL JOISTS
33,500 SQ. FT. OF INSULATION**



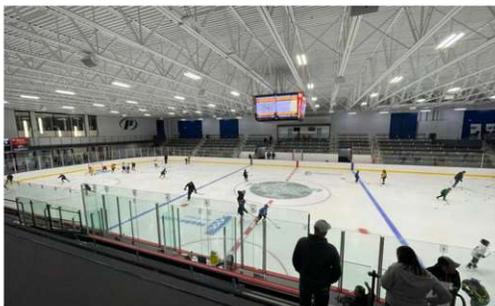
48 TONS OF CONCRETE
8 TONS OF STEEL REBAR IN RINK FLOOR
450 YARDS (525 TONS) OF SAND IN SUBFLOOR
9.7 MILES OF HIGH-DENSITY POLYETHYLENE PIPE FOR SUB-SOIL PER RINK
APPROX. 17,280 SQ. FT. RUBBER FLOORING WEIGHING 42,000 LBS.



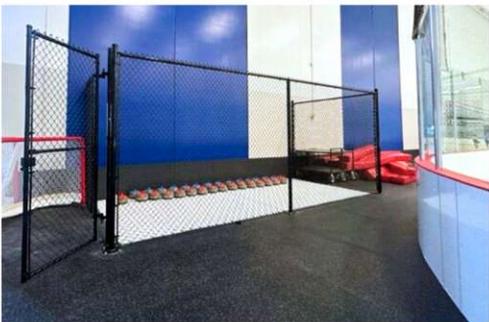
417,000 SQ. FOOT LOT
90,800 SQ. FOOT BUILDING
34,000 SQ. FOOT TOTAL OF ICE
ICE IS APPROX. 1 INCH TO 1 ½ INCHES THICK
APPROX. 700 GALLONS OF CEILING PAINT USED
APPROX. 1,200 GALLONS OF REGULAR PAINT USED
312 PANELS OF GLASS (180 DASHER BOARDS)
156 PIECES OF GLASS PER RINK
2,997 TOTAL SEATS (PREMIER RINK = 1,600, DRISCOLL RINK = 460)
1,208 SQUARES OF DECKING



**TOP ROW: MAIN ENTRANCE, MAIN LOBBY, ENTRY TO PREMIER RINK
MIDDLE ROW: CONCESSIONS STAND & LOUNGE, SKATE RENTAL WINDOW, KITCHEN
BOTTOM ROW: ENTRY TO DRISCOLL RINK, 1 OF 2 COMMUNITY ROOMS LOOKING INTO THE DRISCOLL RINK, ADDITIONAL SEATING BY CONCESSIONS**



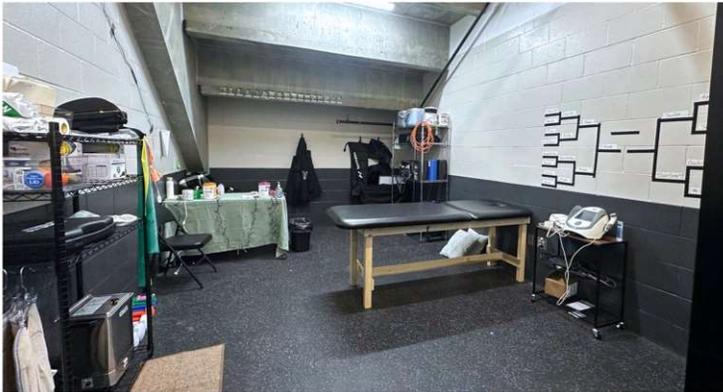
TOP ROW: VIEW OF RINK FROM MEDIA PLATFORM, LOGO UNDER ICE
MIDDLE ROW: WATERTOWN FIGURE SKATING CLUB SKATER, WATERTOWN FIGURE SKATING CLUB ANNUAL SHOWCASE, FANS AT SHAMROCKS GAME
BOTTOM ROW: ADULT HOCKEY LEAGUE, SCOREBOARD, LAKER HOCKEY GAME



**TOP PHOTO: VIEW OF RINK FROM SECOND LEVEL OF THE PREMIER RINK
MIDDLE ROW: ADULT SKATING LESSONS, PUBLIC OPEN SKATE, LEARN TO CURL EVENT
BOTTOM ROW: STORAGE FOR CURLING SUPPLIES, ZAMBONI WITH LASER LEVEL SYSTEM,
STAIRWAY TO MEDIA/IT ROOM**



Shamrock locker room photos provided by Kyle Boyer with Athletic Edge, Pivotal Health Solutions.



TOP ROW: SHAMROCKS LOCKER ROOM
MIDDLE ROW: PHYSICAL THERAPY ROOM, LAKER HOCKEY ROOM
BOTTOM ROW: PLAYERS BENCH ON PREMIER RINK, PRIVATE PARTY ROOM ON PREMIER RINK



Jodi Driscoll being awarded the only key to the City that Mayor Holien has given.

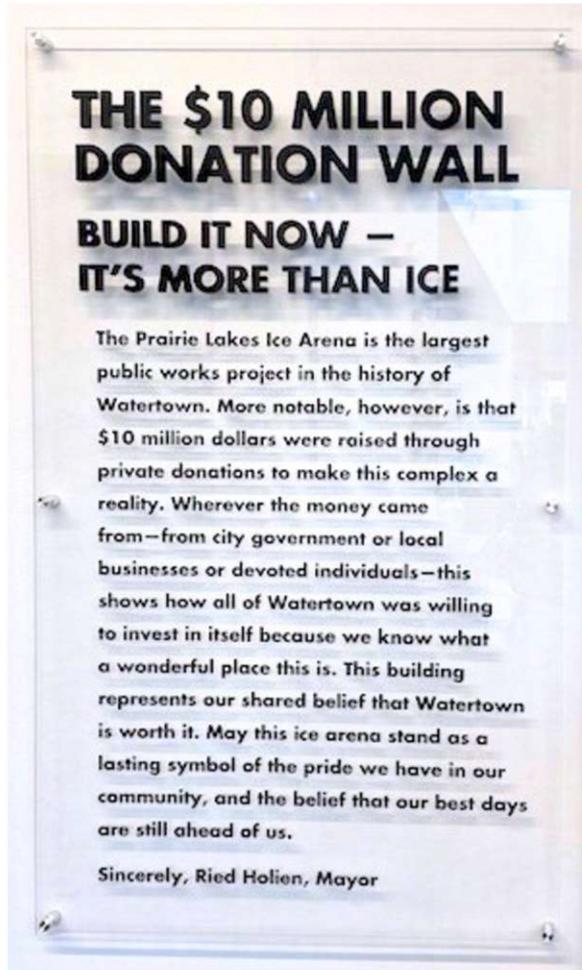


PRAIRIE LAKES
Ice Arena

"It is more than about the ice, it's also about the experience for parents dropping kids off, the spectators coming to the arena and I think that's what is going to probably blow people away more than anything when they step into this building."

Tom Betti

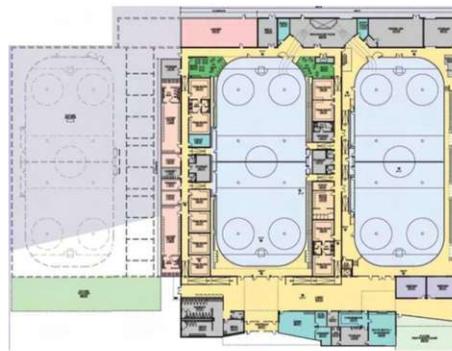
Designer, 292 Design Group



The message left of the donor wall in main lobby.



Prairie Lakes Ice Arena Ribbon Cutting



Rendition showing ability to add a third sheet in future.



Shamrock's owner speaking at grand opening.



"The Prairie Lakes Ice Arena has become a hub of social activity in Watertown. The arena is sold out every home weekend, creating an energetic environment, and the support the community has given us has made Watertown a special place for players to play."

Casey Kirley
Head Coach, Shamrocks





● PROJECT LINKS ●



Tegra Group



JLG Architects



RJM Construction



City Council

Agenda Item

Subject: Approval of a Lease Agreement between the City of Watertown and Pelican Sport Rentals, LLC

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

The purpose of this Agreement is to allow Pelican Sport Rentals, LLC to operate a recreational outdoor equipment rental service to the general public within designated areas, such as Stokes-Thomas Lake City Park and Jackson Park.

FINANCIAL CONSIDERATIONS:

Contractor agrees to pay the City five percent (5%) of Contractor's gross receipts generated from Contractor's operations.

OVERSIGHT / PROJECT RESPONSIBILITY:

Dusty Rodiek – Parks, Recreation & Forestry Director

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the lease agreement between the City of Watertown and Pelican Sport Rentals, LLC

ATTACHMENT(S):

[Pelican Sport Rentals agreement](#)

**AGREEMENT FOR RECREATIONAL EQUIPMENT RENTAL SERVICES
BETWEEN THE CITY OF WATERTOWN
AND PELICAN SPORT RENTALS, LLC**

This Agreement is entered into this 1st day of May, 2025, by and between the City of Watertown, South Dakota, acting by and through its Parks, Recreation, and Forestry Department, (hereinafter "City,") and Pelican Sport Rentals, LLC, a South Dakota limited liability company, located at 1240 4th Street NW, Watertown, SD 57201, Phone: (605) 956-2551, hereinafter referred to as "Contractor."

1. PURPOSE

The purpose of this Agreement is to allow Pelican Sport Rentals, LLC to operate a recreational outdoor equipment rental service to the general public within designated areas, such as Stokes-Thomas Lake City Park and Jackson Park, approved by the City of Watertown.

2. TERM

The term of this Agreement shall begin on May 1, 2025, and end on October 1, 2025, unless terminated earlier in accordance with this Agreement.

3. COMPENSATION TO THE CITY

As consideration for the opportunity to operate upon City property, Contractor agrees to pay the City five percent (5%) of Contractor's gross receipts generated from Contractor's operations conducted under this Agreement.

Payments shall be made monthly, due on or before the 15th day of the following month and shall include a copy of its sales tax report to the South Dakota Department of Revenue to confirm the amount of its gross receipts for the preceding month.

Payments shall be remitted to:

City of Watertown
PO Box 910
20 N. Maple Street
Watertown, SD 57201

4. OBLIGATIONS OF CONTRACTOR

- A. Contractor agrees to provide all necessary outdoor equipment for rentals and maintain all equipment in safe and operable condition.
- B. Contractor agrees to maintain all necessary licenses and insurance at its own cost and expense.

- C. Equipment Rental list must be approved by City prior to the start of the term. Any items requiring special licensing shall be obtained at the cost of the Contractor. Contractor agrees to comply with all local, state, and federal laws, ordinances, and regulations related to its activity.
- D. Trash and other wastes generated by Contractor's activities will be properly disposed of by Contractor and Contractor will not permit the accumulation of storage of any waste or any other type of refuse to occur on or upon their designated areas.
- E. Contractor shall at all times keep and maintain the designated area, together with any incidental or other equipment used by Contractor, in a good, clean, safe, and serviceable condition. Temporary placement of a sign shall be allowed on the or about the designated area. City will not be responsible or liable for any theft of or damage to, Contractor's property.
- F. Contractor agrees not to solicit sales directly to consumers and will only rent the equipment upon the designated areas.

5. OBLIGATIONS OF CITY

- A. City warrants that it has the authority to allow Contractor to use the designated areas for the purposes described herein.
 - B. Allow Contractor to operate at designated locations and at reasonable hours within City property as mutually agreed upon.
 - C. City and all members of the general public shall have right of access over and upon the designated areas at any time for any lawful purpose.
-
- D. City will provide Contractor with reasonable access to the designated areas.
 - E. City will not be responsible to provide storage or services at or near the designated areas for any portable trailer provided by Contractor. Contractor may deliver and remove each night a portable trailer from which to rent outdoor equipment at the designated areas.

6. INSURANCE

Contractor shall keep and maintain general liability insurance in an amount not less than \$1,000,000 per occurrence. Contractor shall provide a certificate of insurance naming the City of Watertown as an additional insured. Contractor shall keep and maintain automobile liability coverage in an amount required under South Dakota law for a vehicle used in performance of this Agreement. The certificate of insurance covering the conditions described herein shall be filed at the Parks, Recreation and Forestry Department within ten (10) days from the start of the term. Notice of certificate renewal is required prior to policy expiration, and a new certificate shall be filed within two (2) days.

7. TERMINATION

Either party may terminate this Agreement without penalty upon 30 days written notice to the other party. Contractor expressly acknowledges that City shall have the immediate right to terminate this Agreement and all rights and privileges conveyed hereunder for any reason. Contractor further agrees, upon termination, to promptly remove any and all of its property from the designated areas and will exercise best efforts, prior to surrender of the designated areas, to restore the designated areas to its original condition.

8. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold City (its agents, employees, and representatives) harmless against any claim, loss, liability, damage (including reasonable attorney's fees and costs) for any bodily injury, death of any person or damage to real or tangible property relating to the performance of this Agreement including but not limited to, the operations, use or occupancy of the designated areas. Contractor agrees to waive all claims against the City on account of any loss, damage, or injury to Contractor. This waiver is one of the considerations upon which this agreement is granted.

9. EQUAL OPPORTUNITY/NON-DISCRIMINATION

Contractor agrees that in the operation and use of the designated areas, Contractor will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by law and hereby grants City the right to take such actions to enforce such covenant.

10. ASSIGNMENT

Contractor may not, in any manner, assign or allow a third party to use the designated areas.

11. LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event shall the City of Watertown be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of information, loss of use of equipment, or any other pecuniary loss) arising out of the use of the designated areas even if the City of Watertown has been advised of the possibility of such damages. In any case, the City of Watertown's entire liability under this Agreement shall be limited to the amount actually paid by Contractor to City under this Agreement without regard to whether a claim is based in contract or tort, including negligence.

12. GOVERNING LAW/SEVERABILITY

This Agreement shall be construed in accordance with the laws of the State of South Dakota. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties agree

that if any provisions are deemed not enforceable, the provision shall be deemed modified to the extent necessary to make them enforceable.

13. NOTICES

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, or sent via certified mail, return receipt requested, to the following addresses:

If to CITY

Dusty Rodiek
Director of Parks, Recreation, and Forestry
City of Watertown
1900 West Kemp Avenue
Watertown, SD 57201

If to Contractor

Reid Homola
Pelican Sport Rentals, LLC
1240 4th Street NW
Watertown, SD 57201

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements, whether written or oral. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written and may be executed in any number of counterpart copies, each of which will be deemed an original, but all of which together will constitute a single instrument, including any electronic authorizations such as via DocuSign.

CITY OF WATERTOWN, SOUTH DAKOTA

By: _____

Name:

Title:

Date:

PELICAN SPORT RENTALS, LLC

By: Reid Homola

Name: Reid Homola

Title: Member

Date: 5/1/2025



City Council

Agenda Item

Subject: Approval of a Bid Award for the 2025 Park and Recreation Improvements-River Ridge Park, Project No. 2520, to Grade A Excavation, in the Amount of \$167,817.31

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

On May 7, 2025, four (4) bids were received for the 2025 Park and Recreation Improvements-River Ridge Park, Project No. 2520. Grade A Excavation of Sioux Falls, SD had the low bid of \$167,817.31, which was 18% lower than the Engineer's Estimate of \$204,636.50.

This project consists of installing an asphalt parking lot and concrete sidewalk for the River Ridge Park. Excavation for the turf grass/obstacle course is included in this bid.

FINANCIAL CONSIDERATIONS:

The funding for this project has been budgeted in the Park & Recreation Improvement Fund, account 212-45182-43948, in the amount of \$250,000.00. With approval of the bid at \$167,817.31, the project is \$82,182.69 under the budgeted amount.

OVERSIGHT / PROJECT RESPONSIBILITY:

Justin Petersen, City Engineer
Dusty Rodiek, Parks, Recreation & Forestry Director
Kraig Engen, Project Manager

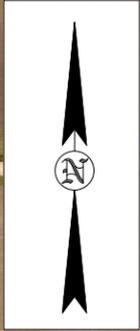
STAFF RECOMMENDATION / SUGGESTED MOTION:

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

I move to approve of a Bid Award for the 2025 Park and Recreation Improvements-River Ridge Park, Project No. 2520, to Grade A Excavation, in the amount of \$167,817.31.

ATTACHMENT(S):

[Vicinity Map](#)
[Bid Tabulation](#)



VICINITY MAP



Estimate of Quantities 2025 Park & Rec Improvements-River Ridge Park Project No. 2520 City of Watertown, South Dakota				City of Watertown Bid Opening 5/7/2025 Ph: 605-882-6202 Engineer Estimate		Grade A Excavation 3911 West Avenue Sioux Falls, SD Ph: 605-212-4504		Timmons Construction Inc. 1306 Western Ave. Brookings, SD 57006 Ph: 605-691-6308		Basin Construction 1212 Basin Road Hayti, SD 57241 Ph: 605-881-0087		Flatland Enterprise 44670 Grover Street Watertown, SD 57201 Ph: 605-954-9161	
BID SCHEDULE													
ITEM NO.	STD. BID	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL	ITEM PRICE	ITEM TOTAL
1	1.000	Mobilization	1	L.S. \$ 15,000.00	\$ 15,000.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 10,910.00	\$ 10,910.00	\$ 15,525.00	\$ 15,525.00
2	2.020	Type 3 Barricade, 6' Double Sided	2	Each \$ 100.00	\$ 200.00	\$ 275.00	\$ 550.00	\$ 113.00	\$ 226.00	\$ 260.00	\$ 520.00	\$ 288.00	\$ 576.00
3	4.005	Remove Concrete Curb & Gutter	44	L.F. \$ 6.50	\$ 286.00	\$ 5.75	\$ 253.00	\$ 22.60	\$ 994.40	\$ 5.00	\$ 220.00	\$ 22.00	\$ 968.00
4	4.020	Remove Concrete Sidewalk	180	S.F. \$ 18.00	\$ 3,240.00	\$ 5.15	\$ 927.00	\$ 3.39	\$ 610.20	\$ 2.00	\$ 360.00	\$ 12.00	\$ 2,160.00
5	4.095	6" PCC Approach Pavement	36	S.Y. \$ 88.00	\$ 3,168.00	\$ 82.00	\$ 2,952.00	\$ 85.00	\$ 3,060.00	\$ 17.00	\$ 612.00	\$ 131.00	\$ 4,716.00
6	4.140	Install B66/P6 Concrete Curb and Gutter	300	L.F. \$ 27.00	\$ 8,100.00	\$ 26.00	\$ 7,800.00	\$ 30.00	\$ 9,000.00	\$ 94.00	\$ 28,200.00	\$ 46.00	\$ 13,800.00
7	4.155	Install 4" Concrete Sidewalk	5,809	S.F. \$ 8.00	\$ 46,472.00	\$ 6.25	\$ 36,306.25	\$ 8.00	\$ 46,472.00	\$ 8.50	\$ 49,376.50	\$ 9.00	\$ 52,281.00
8	4.160	Install 6" Concrete Sidewalk	180	S.F. \$ 11.00	\$ 1,980.00	\$ 6.75	\$ 1,215.00	\$ 10.00	\$ 1,800.00	\$ 13.00	\$ 2,340.00	\$ 17.00	\$ 3,060.00
9	4.900	Install Concrete Landscaping Curb	150	L.F. \$ 30.00	\$ 4,500.00	\$ 14.75	\$ 2,212.50	\$ 30.00	\$ 4,500.00	\$ 9.50	\$ 1,425.00	\$ 46.00	\$ 6,900.00
10	6.005	Remove Asphalt Concrete Pavement	10	S.Y. \$ 22.00	\$ 220.00	\$ 10.00	\$ 100.00	\$ 22.00	\$ 220.00	\$ 40.00	\$ 400.00	\$ 39.00	\$ 390.00
11	6.038	4" Asphalt Concrete Composite	1,285	S.Y. \$ 38.00	\$ 48,830.00	\$ 40.16	\$ 51,605.60	\$ 38.60	\$ 49,601.00	\$ 45.00	\$ 57,825.00	\$ 43.00	\$ 55,255.00
12	9.000	Unclassified Excavation	360	C.Y. \$ 28.00	\$ 10,080.00	\$ 10.00	\$ 3,600.00	\$ 22.60	\$ 8,136.00	\$ 10.00	\$ 3,600.00	\$ 10.00	\$ 3,600.00
13	9.070	Woven Geotextile Fabric	1,376	S.Y. \$ 3.50	\$ 4,816.00	\$ 4.29	\$ 5,903.04	\$ 6.78	\$ 9,329.28	\$ 3.50	\$ 4,816.00	\$ 6.00	\$ 8,256.00
14	9.170	2" Aggregate Base Course, 4" Sidewalk	645	S.Y. \$ 5.00	\$ 3,225.00	\$ 4.36	\$ 2,812.20	\$ 5.65	\$ 3,644.25	\$ 8.75	\$ 5,643.75	\$ 5.00	\$ 3,225.00
15	9.180	6" Aggregate Base Course, Roadway	1,341	S.Y. \$ 9.50	\$ 12,739.50	\$ 7.92	\$ 10,620.72	\$ 6.78	\$ 9,091.98	\$ 8.75	\$ 11,733.75	\$ 12.00	\$ 16,092.00
16	10.025	Inlet Protection	2	Each \$ 150.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 203.40	\$ 406.80	\$ 230.00	\$ 460.00	\$ 575.00	\$ 1,150.00
17	13.205	20' x 40' Shade Shelter	1	Each \$ 34,000.00	\$ 34,000.00	\$ 22,000.00	\$ 22,000.00	\$ 34,229.96	\$ 34,229.96	\$ 33,600.00	\$ 33,600.00	\$ 50,025.00	\$ 50,025.00
18	13.210	Seating Wall	88	L.F. \$ 85.00	\$ 7,480.00	\$ 70.00	\$ 6,160.00	\$ 115.60	\$ 10,172.80	\$ 135.00	\$ 11,880.00	\$ 301.00	\$ 26,488.00
Engineer Estimate					\$ 204,636.50	Total:	\$ 167,817.31	Total:	\$ 206,494.67	Total:	\$ 223,922.00	Total:	\$ 264,467.00



City Council

Agenda Item

Subject: First Reading of Ordinance No. 25-05, Amending the Zoning Map of the City of Watertown, SD, for a portion of property to be known as the Replat of Lots 2, 3, and 4 Mancell Second Addition from R-1 Single Residential District to R-3 Multi-Family Residential District

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

Russell Warner, the acting agent for the property owner, Kampsco, LLC, has submitted a petition to rezone a portion of their property known as Mancell Second Addition. The proposed rezone is tied to the Replat of Lots 2, 3, and 4 of Mancell Second Addition. The replat will consolidate the three lots into Lot 2A, approximately 1.07 acres, and Lot 2B, approximately 2.55 acres. The rezone request pertains to Lot 2B, which is proposed to be changed from R-1 Single Family Residential District to R-3 Multi-Family District. At this time, the owners intend to construct two fourplexes on Lot 2B. These units will be available for individual ownership through the use of a condominium plat.

The previous owners of Mancell Second Addition petitioned to rezone lots 2-5 of Mancell Second Addition from R-1 Single Family Residential District to C-L Lake Commercial District which was recommended for approval by the Planning Commission (5-2) at the March 9, 2023, meeting. City Council denied the rezone at the April 3, 2023, meeting (0-7) largely due to concerns about the wetlands and proposed density of the development. A subsequent petition to rezone to a PUD Planned Unit Development was submitted later in 2023. The Planning Commission did not recommend (3-4) approval to City Council of the PUD zoning at the December 7, 2023, meeting. City Council denied the rezoned for the PUD rezone (2-5) at the January 2nd, 2024, meeting. The PUD proposed around 30 apartment units and 15 sportsman condos along with installing apartments on Lot 5 of Mancell Addition where the wetland areas are located.

The proposed rezone does not involve or encroach upon the property that is jurisdictional wetland as delineated by the US Army Corps of Engineers. The delineation was performed by wetland specialists on September 25, 2024, with a report compiled on December 4, 2024, the map included in the report is attached showing the boundaries of the jurisdictional wetlands.

The Planning Commission recommended approval to City Council at the May 8, 2025, meeting (7-0).

Facts:

1. Adjacent Property Zoning Designation:
 - a. North: R-3 Multi-Family Residential District / R-1 Single Family Residential District
 - b. East: R-1 Single Family Residential District / County
 - c. South: County
 - d. West: R-1 Single Family Residential District / County

Agenda Item 10.(a) First Reading of Ordinance No. 25-05, Amending the Zo...

2. Rezone will extend to the centerline of the adjacent right-of-ways.
3. The property is located within the AE (100-year) flood zone.
4. Cash in lieu for park dedication was collected November 25, 2020, with the Plat of Mancell Addition.
5. Watertown Municipal Utilities collected tapping fees for 2.03 acres of Lot 2 of Mancell Second Addition when the property was annexed in 2020. Additional tapping fees and sanitary sewer cost recovery fees will be assessed at the time of building permit issuance.

FINANCIAL CONSIDERATIONS:

N/A

OVERSIGHT / PROJECT RESPONSIBILITY:

Brandi Hanten, Community Development Manager
Carla Heuer, Planner

STAFF RECOMMENDATION / SUGGESTED MOTION:

First Reading; No Action

ATTACHMENT(S):

[Vicinity Map](#)

[Petition to Change Zoning](#)

[Exhibit](#)

[Wetland Map](#)

[Proposed Replat of Mancell Second Addition](#)

[Recorded Plat of Mancell Second Addition](#)

[Ordinance No. 25-05](#)

Vicinity Map

0 200 400 800 Feet



Proposed area to be rezoned from R-1 to R-3

R1

UNNAMED

R3

S LAKE DR

R1

1091 S LAKE DR

7305 S LAKE DR

1105 S LAKE DR

STR 31-117-53

9TH AVE SW

9TH AVE SW

STR 6-116-53

Agenda Item 10.(a) First Reading of Ordinance No. 25-05, Amending the Zo...

Dated at Watertown, South Dakota, this 17th day of April, 2025

By *[Signature]*
Acting Agent
Kampsco, LLC

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

On this the 17th day of April, 2025, before me, the undersigned officer, personally appeared Russell Warner, Acting Agent for Kampsco, LLC, known to me or satisfactorily proven to be the person whose name(s) are subscribed to within this instrument and acknowledged that they executed the same for the purposes therein contained.

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

Michelle Burleson
Notary Public

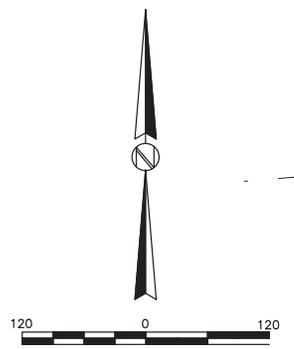
(SEAL)



My Commission Expires: 9-28-2030

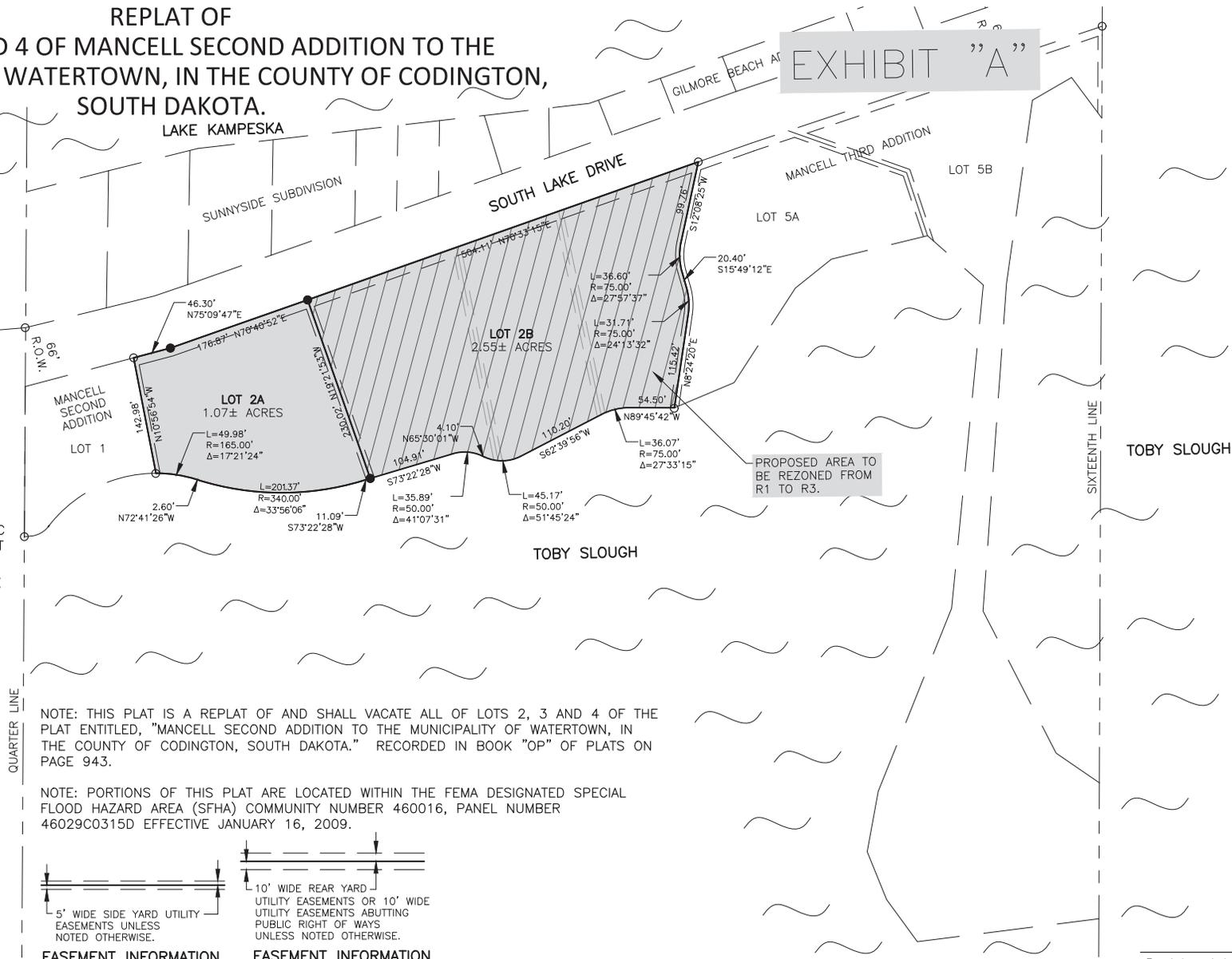
REPLAT OF LOTS 2, 3 AND 4 OF MANCELL SECOND ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

EXHIBIT "A"



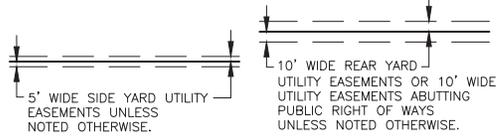
JANUARY 30, 2025
SCALE: 1"=120'
○ MONUMENT RECOVERED
● ½"X18" REBAR W/ PLASTIC CAP STAMPED #11310 SET

NOTE: BEARINGS ARE BASED ON UTM ZONE 14 COORDINATE BASE - WGS 84. GROUND DISTANCES SHOWN.



NOTE: THIS PLAT IS A REPLAT OF AND SHALL VACATE ALL OF LOTS 2, 3 AND 4 OF THE PLAT ENTITLED, "MANCELL SECOND ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA." RECORDED IN BOOK "OP" OF PLATS ON PAGE 943.

NOTE: PORTIONS OF THIS PLAT ARE LOCATED WITHIN THE FEMA DESIGNATED SPECIAL FLOOD HAZARD AREA (SFHA) COMMUNITY NUMBER 460016, PANEL NUMBER 46029C0315D EFFECTIVE JANUARY 16, 2009.



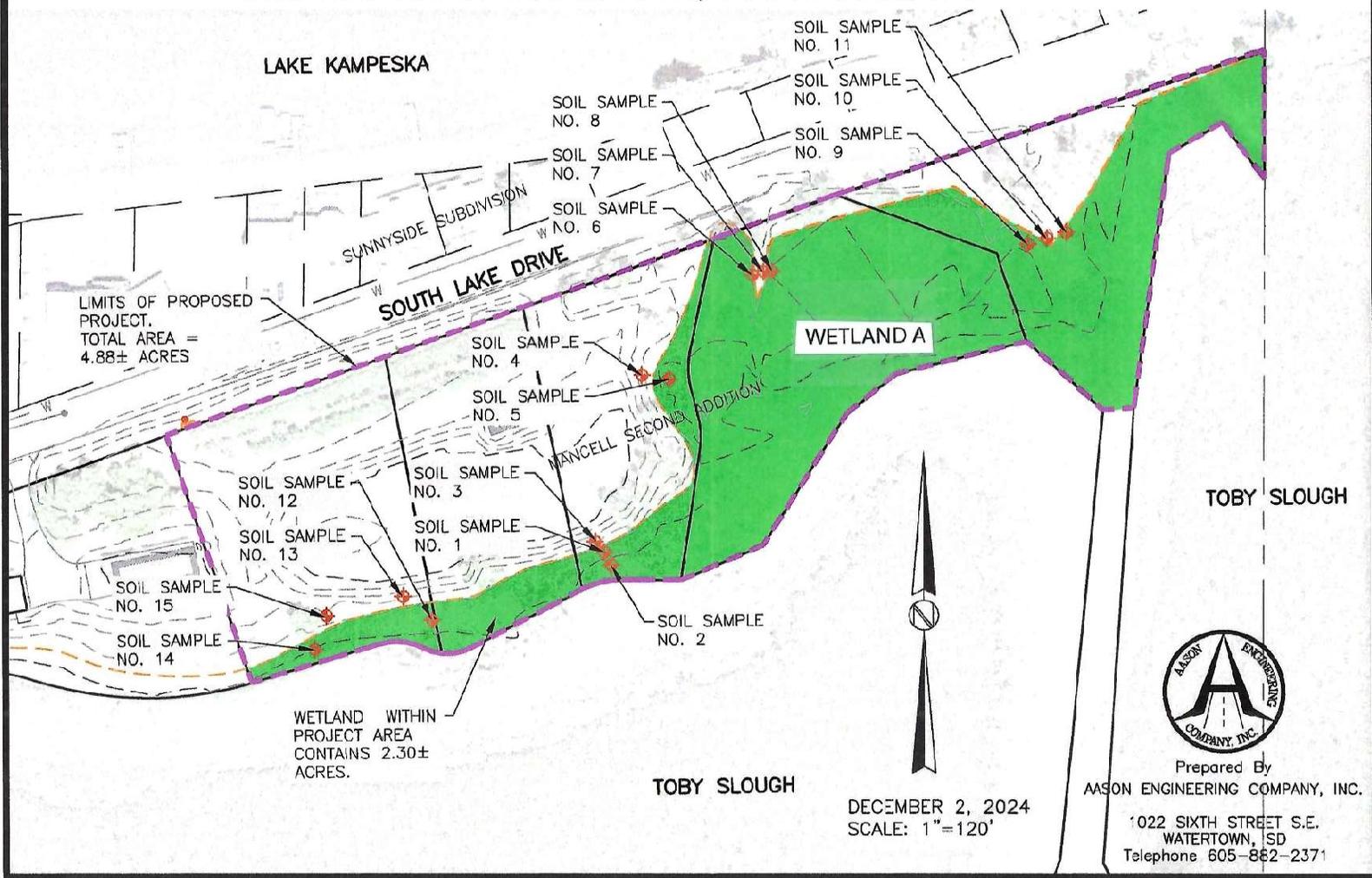
EASEMENT INFORMATION **EASEMENT INFORMATION**



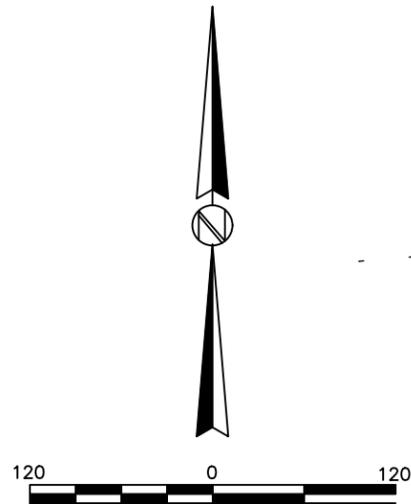
Prepared By
AASON ENGINEERING COMPANY, INC.
1022 SIXTH STREET S.E.
WATERTOWN, SD
Telephone 605-882-2371

Registered Land Surveyor

AQUATIC RESOURCE/WETLAND MAP PROPOSED PROJECT AREA LOCATED IN MANCELL SECOND ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.



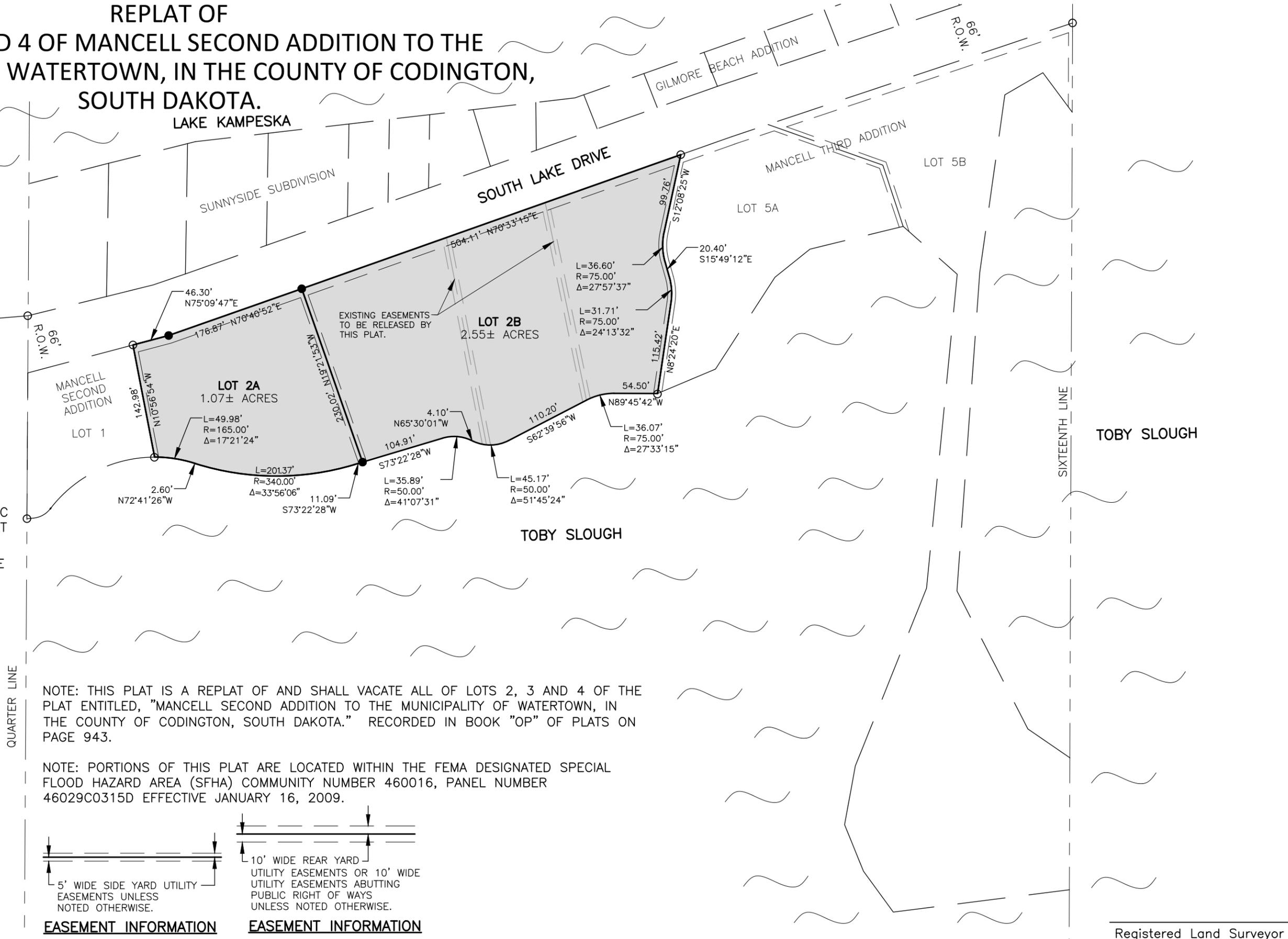
REPLAT OF LOTS 2, 3 AND 4 OF MANCELL SECOND ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.



JANUARY 30, 2025
SCALE: 1"=120'

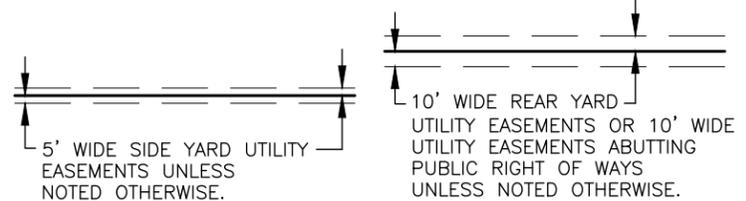
- MONUMENT RECOVERED
- 1/2"X18" REBAR W/ PLASTIC CAP STAMPED #11310 SET

NOTE: BEARINGS ARE BASED ON UTM ZONE 14 COORDINATE BASE - WGS 84. GROUND DISTANCES SHOWN.



NOTE: THIS PLAT IS A REPLAT OF AND SHALL VACATE ALL OF LOTS 2, 3 AND 4 OF THE PLAT ENTITLED, "MANCELL SECOND ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA." RECORDED IN BOOK "OP" OF PLATS ON PAGE 943.

NOTE: PORTIONS OF THIS PLAT ARE LOCATED WITHIN THE FEMA DESIGNATED SPECIAL FLOOD HAZARD AREA (SFHA) COMMUNITY NUMBER 460016, PANEL NUMBER 46029C0315D EFFECTIVE JANUARY 16, 2009.



EASEMENT INFORMATION **EASEMENT INFORMATION**

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

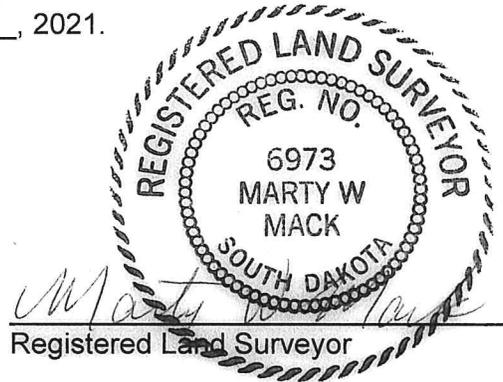
Registered Land Surveyor

SURVEYOR'S CERTIFICATE

I, Marty W. Mack, a Registered Land Surveyor in the State of South Dakota, do hereby certify that at the instance and request of Jered M. Mancell and Tina M. Mancell, husband and wife, owners of the above described property, did on or before November 17, 2021, 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 this 17th day of NOVEMBER, 2021.



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 way to South Lake Drive. All access locations to be determined at building permit issuance

Dated this 22nd day of December, 2021.

Justin Peles
City Engineer, Watertown, South Dakota

CITY PLAN COMMISSION RECOMMENDATION

Resolution No. 2021-55

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 29th day of December, 2021

Jeffrey Bink
Chairman
Watertown City Plan Commission

RESOLUTION OF WATERTOWN CITY COUNCIL

Resolution No. 21-56

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 "**Mancell Second 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 30th day of December, 2021.

Attest:

[Signature]
Finance Officer
City of Watertown

[Signature]
Mayor
City of Watertown

CITY FINANCE OFFICER'S CERTIFICATE

I, Kristen Bobzein, the duly appointed, qualified City Finance Officer of the City of Watertown, South Dakota, hereby certify that all special assessments, which are liens upon any land depicted and described in this plat, as shown by the records in my office on this 30th day of December, 2021, have been paid in full.

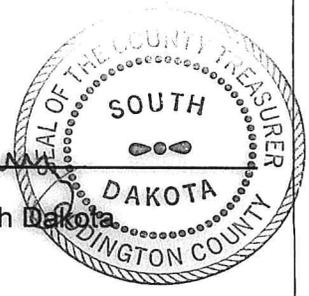
[Signature]
Kristen Bobzein
City Finance Officer

TREASURER'S CERTIFICATE

I hereby certify that I am the duly elected, qualified, and acting Treasurer of Codington County, South Dakota, and 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 have been paid in full.

Dated this 30th day of December, 2020 A.D. [Signature]
2021

[Signature]
Treasurer,
Codington County, South Dakota



DIRECTOR OF EQUALIZATION'S CERTIFICATE

I hereby certify that I have received copy of the attached plat and has been filed in my office.

Dated this 30 day of December, 2021 A.D.

Sarah Tesch
Director of Equalization,
Codington County, South Dakota

REGISTER OF DEED'S CERTIFICATE

I hereby certify that I have received and have

FILED FOR RECORD this 30th day of December, 2021 A.D. at 1:34 O'clock P. M.

and duly recorded in Book OP Page 943 of Plat Books.

Ann Rasmussen
Register of Deeds,
Codington County, South Dakota

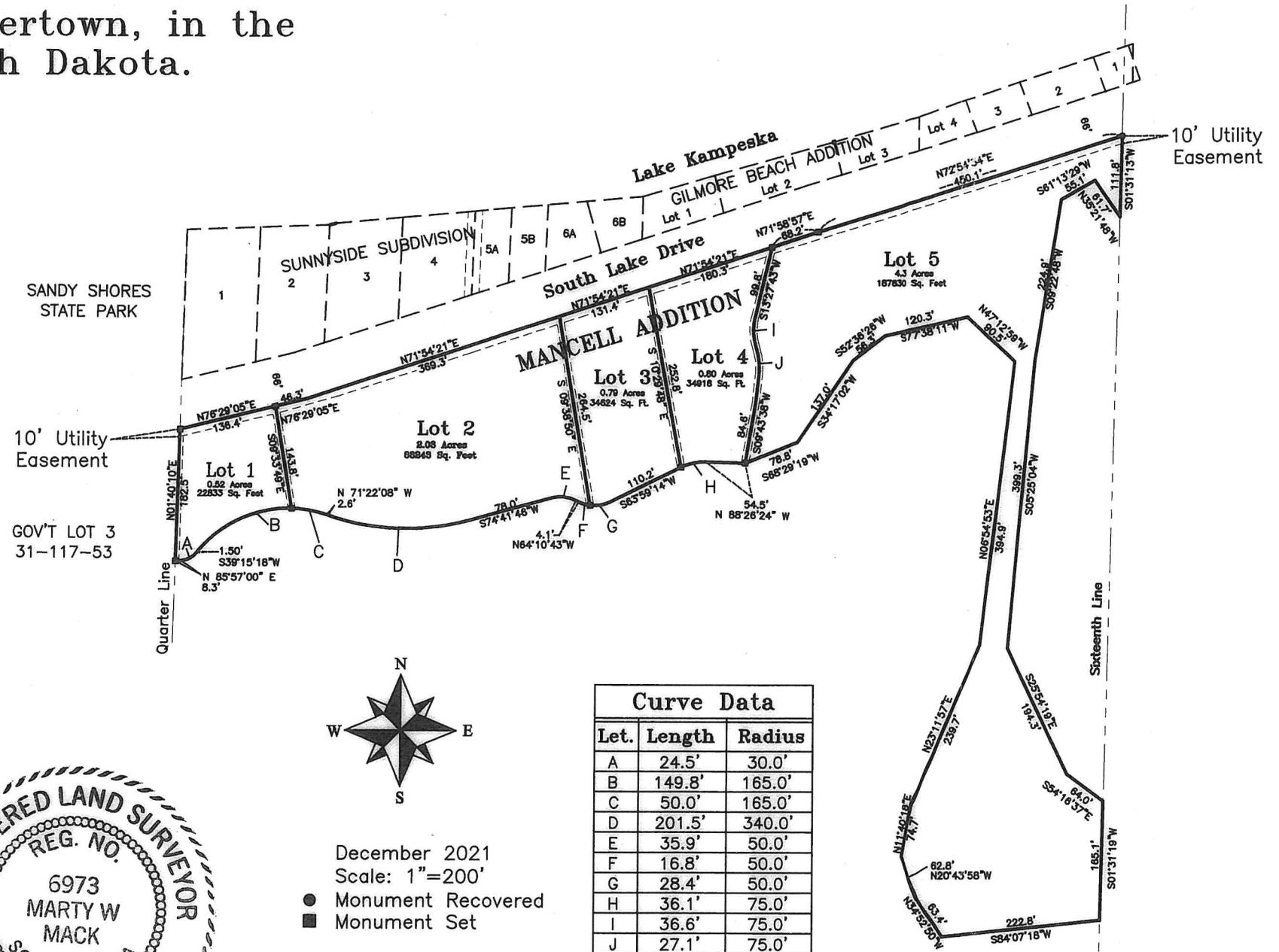
MANCELL SECOND ADDITION to the Municipality of Watertown, in the County of Codington, South Dakota.

Mancell Second Addition shall vacate the plat of Mancell Addition recorded on December 1, 2020 at 3 P.M., in Book OP of plats, page 844 in the Office of the Register of Deeds, Codington County, South Dakota.

Revised Ordinances, City of Watertown
Title 24: Subdivision of Land

Portions of this plat are located within the FEMA designated Special Flood Hazard Area (SFHA) Community Number 460016, Panel Number 46029C0315D effective 1/16/2009.

Check FEMA Flood Map Service Center for revisions to Panels.



December 2021
Scale: 1"=200'
● Monument Recovered
■ Monument Set

MACK
Land Surveying, LLC

Cell: (605) 880-3108 • Phone: (605) 878-2007
808 South Maple • Watertown, SD 57201
macklandsurveying@gmail.com

ORDINANCE NO. 25-05

Petition to Amend Zoning District Boundaries by Rezoning a Portion of Mancell Second Addition from R-1 Single Family Residential District to R-3 Multi-Family Residential District

BE IT ORDAINED by the City of Watertown, upon examination of the Petition to Change Zoning by Russell Warner, acting agent for Kampsco, LLC., the owner of real property described as:

A portion of Lot 2 and all of Lots 3 and 4 of the plat entitled, "Mancell Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota."

Which upon replatting will be known as "Lot 2B Replat of Lots 2, 3 and 4 of Mancell Second Addition to the Municipality of Watertown, in the County of Codington, South Dakota"

and based on the report and recommendation of the City Planning Commission in its Ordinance No. 25-05, 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-3 Multi-Family Residential District*, pursuant to Watertown Revised Ordinance §21.20.

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. 25-05 was published in the Watertown Public Opinion, the official newspaper of said City, on this ____ day of _____, 2025.

Kristen Bobzien, Chief Financial Officer

First Reading: Monday, June 2, 2025
Second Reading: Monday, June 16, 2025
Published: Saturday, June 21, 2025
Effective: Saturday, July 16, 2025

City of Watertown

Attest:

Kristen Bobzien
Chief Financial Officer

Ried Holien
Mayor



City Council

Agenda Item

Subject: Application for a Special Event Malt Beverage Retailer's License and Special Event Retail Wine License to the Watertown Area Chamber of Commerce d/b/a Watertown Area Chamber of Commerce for the Wine & Beer Walk, 1 E Kemp Ave, Lots 18-20 & 21-22 & N18' E24' Block 4 Original Plat from 5:00 PM until 8:00 PM on Thursday, June 5th, 2025.

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

Licensing fees have been paid and the Notice of Hearing has been published on May 10th, 2025. This event will be held at in Downtown Watertown.

FINANCIAL CONSIDERATIONS:

Applicant has submitted the \$300 Special Event Fee as well as the \$50 Notice of Hearing Fee.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the application for a Special Event Malt Beverage Retailer's License and Special Event Retail Wine License to the Watertown Area Chamber of Commerce d/b/a Watertown Area Chamber of Commerce for the Wine & Beer Walk, 1 E Kemp Ave, Lots 18-20 & 21-22 & N18' E24' Block 4 Original Plat from 5:00 PM until 8:00 PM on Thursday, June 5th, 2025.

ATTACHMENT(S):

[Chamber Beer & Wine Walk](#)



Special Event & Weekly Seasonal Event Alcohol Beverage License Application

1. License Type(s) Requested

<input checked="" type="checkbox"/>	Special Malt Beverage Retailers License
<input checked="" type="checkbox"/>	Special On-Sale Wine Retailers License
<input 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 Retail wine and malt beverage license for our upcoming Wine and Beer Walk June 5th 2025 from 5:00pm - 8:00pm.

3. Event Date(s) and times: June 5th (Thursday) 5:00 - 8:00 pm

(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: Lots 18-20 and 21-22 + N18' E24' Block 4 Original Plot
Event Address: 1 E. Kemp Ave Watertown SD 57201

5. Event Applicant and Applicant Address: Watertown Chamber of Commerce

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 checked="" 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 type="checkbox"/>	Existing On-Sale Liquor Licensee

6. Event Coordinator's Name Mackenzie Ries
Email: mackenzie@watertownsd.com
Business Ph# 605-886-5814

Agenda Item 11.(a) Application for a Special Event Malt Beverage Retailer...

7. Name of Entity Serving Alcohol (if not applicant): Watertown Downtown businesses. A list may be provided at another time when registration closes.

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 350
Estimated number of Minors 0

Method in which applicants plan to prevent underage consumption: 10 check and wrist bands at the beginning of the event.

***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:

- 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.

Mackenzie Ries - mackenzie Ries
Signature

April 15th 2025
Date

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

To Be Completed by Records & Licensing Manager:

- Notice of public hearing was published on May 10th, 2025 in the Watertown Public Opinion.
- Public Hearing and/or Council action was held on May 19th, 2025
The Watertown City Council took action to
 Approve
 Disapprove license due to _____
- The following restrictions were imposed: _____

- Receipt Number \$350.00 chk#021841, 021842
- Special Event License Number _____
- Mailed to applicant on _____
- Signature of City Manager: _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2025

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).

PRODUCER Acrisure Midwest Partners Insurance Services LLC 16805 W. Cleveland Avenue New Berlin WI 53151	CONTACT NAME: PHONE (A/C, No, Ext): 605-886-4911 FAX (A/C, No): 605-886-2796 E-MAIL ADDRESS: Watertown@fischerrounds.com
INSURED Watertown Area Chamber of Commerce 1 East Kemp P.O. Box 1113 Watertown SD 57201	WATEARE-06 INSURER(S) AFFORDING COVERAGE INSURER A : Auto-Owners Insurance Company NAIC # 18988 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 1270818645 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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		77404791	4/28/2025	4/28/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4840479100	4/28/2025	4/28/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	A106588860	4/28/2025	4/28/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability		77404791	4/28/2025	4/28/2026	Aggregate Each Claim Cause 1,000,000 1,000,000

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

CERTIFICATE HOLDER CANCELLATION

Proof of Insurance ONLY Contact 605-886-4361 to be added as a holder. Watertown SD 57201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



City Council

Agenda Item

Subject: Application for a Special Event Retail On-Sale License to Lake Area Zoological Society, 800 10th Street NW, All of Lot 2, Bramble Park Zoo addition to the City of Watertown, and that portion of Martin's Park addition in the SE 1/4 of section 25-T117N-R53W from 6:00 PM until 9:00 PM on Friday, June 27, 2025 for the Sippin' Safari Event.

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

Licensing fees have been paid and the Notice of Hearing has been published on May 10th, 2025. This event will be held at Bramble Park Zoo.

FINANCIAL CONSIDERATIONS:

Applicant has submitted the \$300 Special Event Fee as well as the \$50 Notice of Hearing Fee.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the application for a Special Event Retail On-Sale License to Lake Area Zoological Society, 800 10th Street NW, All of Lot 2, Bramble Park Zoo addition to the City of Watertown, and that portion of Martin's Park addition in the SE 1/4 of section 25-T117N-R53W from 6:00 PM until 9:00 PM on Friday, June 27, 2025 for the Sippin' Safari Event.

ATTACHMENT(S):

[Sippin Safari](#)



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: Sippin Safari
21+ fundraiser for the LAZS (Lake Area Zoological Society), Food Trucks, drinks, live music and games at the zoo

3. Event Date(s) and times: Friday, June 27th, 2025 6pm-9pm

(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: Bramble Park Zoo
 Event Address: 800 10th St NW

5. Event Applicant and Applicant Address: Lake Area Zoological Society / Bramble Park Zoo PO Box 484, 800 10th St NW

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 checked="" 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 type="checkbox"/>	Existing On-Sale Liquor Licensee

6. Event Coordinator's Name: Jamie Stricker
 Email: jstricker@brambleparkzoo.com
 Business Ph#: 605-882-6269

Agenda Item 11.(b) Application for a Special Event Retail On-Sale Licenses...

7. Name of Entity Serving Alcohol (if not applicant): Watertown Brewing Company, and Zoo Volunteers. Drinks provided from Cowboy, Country Stores & Ellewein Distributing.

8. Method of alcohol consumption:

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

9. Estimated number of Participants 300
Estimated number of Minors 0

Method in which applicants plan to prevent underage consumption: Someone will be carding at the door and we will use wristbands

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

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

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

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

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

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

Agenda Item 11.(b) Application for a Special Event Retail On-Sale Licens...

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

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

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

- 16. Miscellaneous Information for City Council Review:

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

Heary Hecker
Signature

4/16/2025
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 _____

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

POLICY DECLARATIONS

A Member Company of United States Liability Insurance Group

No. SE 1145826

NAMED INSURED AND ADDRESS:

LAKE AREA ZOOLOGICAL SOCIETY
 800 10TH STREET NW
 WATERTOWN, SD 57201

POLICY PERIOD: (MO. DAY YR.) From: 06/27/2025 To: 06/29/2025

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Special Event

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Liability Coverage Part	\$250.00
Liquor Liability Coverage Part	\$50.00
Policy Fee	\$0.00
Broker Fee	\$0.00
Inspection Fee	\$0.00
Surplus Lines Filing Fee	\$0.00
TOTAL:	\$300.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: FIRST MAINSTREET INSURANCE, L.C. (6664)
 500 1st Street SE
 Cedar Rapids, IA 52401

Issued: 03/21/2025 4:22 PM

By: 
 Authorized Representative

Policy No. SE 1145826

Effective Date: 06/27/2025

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to multiple coverage parts

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0144	10/11	South Dakota Changes
CG2173	01/15	Exclusion Of Certified Acts Of Terrorism
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
IL0232	09/08	South Dakota Changes - Cancellation And Nonrenewal
Jacket	07/19	Policy Jacket
L-224	10/10	Punitive Or Exemplary Damages Exclusion
L-607	02/11	Exclusion For Climbing, Rebounding And Interactive Games And Devices
L-609	02/11	Animal Exclusion
L-610	11/04	Expanded Definition Of Bodily Injury
L-616	11/09	Host/Special Event Coverage Form Change Endorsement
L-656	02/06	Extension Of Coverage - Committee Members
L-759	10/10	South Dakota Amendment
L-816	11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
L-820	12/18	Special Events Blanket Additional Insured Endorsement
LLQ 102	02/15	Event Vendor, Exhibitor And Contractor Exclusion
LLQ101	08/06	Expanded Definition Of Employee
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
SPE 312	03/15	Who Is An Insured
TRIADN	12/20	Disclosure Notice of Terrorism Insurance Coverage

The following forms apply to the Commercial Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG 21 06	12/23	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG2011	04/13	Additional Insured - Managers or Lessors of Premises
CG2109	06/15	Exclusion - Unmanned Aircraft
CG2136	03/05	Exclusion - New Entities
CG2139	10/93	Contractual Liability Limitation
CG2144	07/98	Limitation Of Coverage To Designated Premises Or Project
CG2147	12/07	Employment-Related Practices Exclusion
CG4032	05/23	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
L 427	01/20	Exclusion for Fireworks and Other Pyrotechnic Devices
L 535	03/15	Exclusion - Products-Completed Operations Hazard Other Than Food

Policy No. SE 1145826

Effective Date: 06/27/2025

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

		Or Beverage Products
L-387	03/06	Exclusion - Mechanical Rides
L-423	02/11	Exclusion For Structure Collapse
L-428	04/15	Absolute Firearms Exclusion
L-472	07/08	Exclusion - Injury To Performers Or Entertainers
L-536	09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
L-599	10/07	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
L-686	10/12	Absolute Exclusion for Liquor and Other Related Liability
L-816	11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
L-820	12/18	Special Events Blanket Additional Insured Endorsement
L-835	10/22	Exclusion - Specific Activities, Operations or Features
LLQ 102	02/15	Event Vendor, Exhibitor And Contractor Exclusion
SPE 300	05/09	Special Events Property Damage Amendment
SPE 312	03/15	Who Is An Insured

The following forms apply to the Liquor Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0033	12/07	Liquor Liability Coverage Form
CG2406	04/13	Liquor Liability - Bring Your Own Alcohol Establishments
L-559	11/10	Additional Insured - Manager Or Lessors Of Premises
L-657	01/11	Absolute Pollution Exclusion - Liability
L-816	11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
L-820	12/18	Special Events Blanket Additional Insured Endorsement
LLQ 102	02/15	Event Vendor, Exhibitor And Contractor Exclusion
LQ-202	12/11	Assault Or Battery Exclusion
LQ-352	09/08	Event Vendor - Other Insurance
LQ-354	10/09	Limitation Of Coverage To Insured Premises
LQ-428	10/16	Absolute Firearms Exclusion
SPE 312	03/15	Who Is An Insured

Policy No. SE 1145826

Effective Date: 06/27/2025
12:01 STANDARD TIME

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	See L-535
General Aggregate Limit	\$2,000,000

LIABILITY DEDUCTIBLE \$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location	Address	Territory
1	800 10Th Street Nw, Watertown, SD 57201	001

PREMIUM COMPUTATION

Evt #	Classification	Code No.	Premium Basis	Pr/Co	All Other	Advance Premium	
						Pr/Co	All Other
1	Fundraisers - Beef & Beer (applicant is the host of the event)	00422	350 Attendees	N/A	250.000	N/A	\$250
1	Additional Insured - Blanket - Special Events	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
1	Additional Insured - Property Owner or Lessors of Premises	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$163
TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$250
(This Premium may be subject to adjustment.) MP - minimum premium							

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Form EOD (01/95) and Form SOE (03/10)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Agenda Item 11.(b) Application for a Special Event Retail On-Sale License
LIQUOR LIABILITY COVERAGE PART DECLARATIONS

Policy No. SE 1145826

Effective Date: 06/27/2025
 12:01 STANDARD TIME

LIMITS OF INSURANCE

Liquor Each Common Cause Limit	\$1,000,000
Liquor Aggregate Limit	\$2,000,000

LIABILITY DEDUCTIBLE \$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location	Address	Territory
1	800 10Th Street Nw, Watertown, SD 57201	001

PREMIUM COMPUTATION

Evt #	Classification	Code No.	Premium Basis	Pr/Co	All Other	Advance Premium	
						Pr/Co	All Other
1	Fundraisers - Beef & Beer (applicant is the host of the event)	00421	350 Consumers	N/A	50.000	N/A	\$50
1	Additional Insured - Blanket - Special Events	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
1	Additional Insured - Property Owner or Lessors of Premises	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
MINIMUM PREMIUM FOR LIQUOR LIABILITY COVERAGE PART:							\$32
TOTAL PREMIUM FOR LIQUOR LIABILITY COVERAGE PART:							\$50
(This Premium may be subject to adjustment.) MP - minimum premium							

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
 See Form EOD (01/95) and Form SOE (03/10)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Agenda Item 11.(b) Application for a Special Extension of Declarations

Regardless of the dates shown on the Declarations, this insurance applies only for the location(s), event(s) and date(s) specified in this Extension of Declarations.

Policy No. SE 1145826

SCHEDULE OF EVENTS

<i>Event</i>	<i>Start Date</i>	<i>End Date</i>
Fundraisers - Beef & Beer (applicant is the host of the event)	06/27/2025	06/27/2025

Location(s):
800 10Th Street Nw, Watertown, SD 57201

Subject to the terms and conditions of this policy, coverage is provided for a maximum of twenty-four (24) hours after the scheduled end date of an event shown above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) Or Organization(s) (Additional Insured):

Effective Date: 06/27/2025

CITY OF WATERTOWN

PO BOX 910

WATERTOWN, SD 57201

Designation of Premises (Part Leased To You):

800 10TH STREET NW

WATERTOWN, SD 57201

Additional Premium: \$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person (s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and



City Council

Agenda Item

Subject: Application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License to JCV LLC d/b/a La Bodega, 1519 9th Ave SE Suite B, Suite B of Lots 4-7 Roby Subdivision

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

Fees have been paid and a Notice of Hearing has been published on May 10th, 2025.

Applicant intends to sell off-sale only.

The property located at 1519 9th Avenue, Suite B, Watertown SD 57201, and legally described as a portion of "Lots 4-7 of Roby Subdivision" Suite B is zoned C-3 Highway Commercial District. The sale of beer and wine for off-premise consumption is allowable use in the C-3 District, as the use is consistent with retail sales. See attached Zoning Verification Letter for more details.

FINANCIAL CONSIDERATIONS:

There are no major financial considerations for this item.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License to JCV LLC d/b/a La Bodega, 1519 9th Ave SE Suite B, Suite B of Lots 4-7 Roby Subdivision.

ATTACHMENT(S):

[La Bodega](#)

Agenda Item 11.(c) Application for a New Retail (on-off sale) Malt Bever...

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

JCV LLC
2370 Lucas Lane Watertown, SD

Owner's Telephone #: 605-691-9971

B. Business Name and Address

La Bodega
1519 9th Ave SE STE B

Business Telephone #: 605-878-0231

Place of business is located in a municipality? Yes No

County: Codington

Do you own or lease this property? Own Lease

Are real property taxes paid to date? Yes No

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

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

Is this license in active use? Yes No

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

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

D. Legal description of licensed premise:

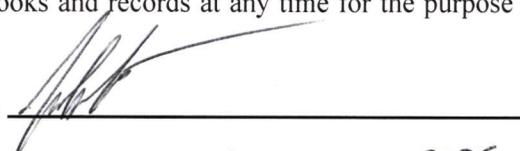
Suite B of
lots 4-7 Roby Subdivision

Have you ever been convicted of a felony? Yes No

E. State Sales Tax Number 1041-3587-ST

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

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

Date 4-16-25 Print Name Juan Carlos Vega Signature 

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on May 10th 2025 Public hearing on the application was held May 14th 2025, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held
Amount of fee collected with application \$350.00
Amount of fee retained \$200.00 #1053, 1055
Forwarded with application \$150.00 #1054

For Local Government Use	Transferred (State Use)
(Seal) _____ Mayor or Chairman	From: _____ Sales tax approval _____ Date _____
If disapproved, endorse reason thereon and return to applicant	STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC JCV LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 2370 Lucas Lane Watertown SD

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

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

Name	Office	Address	Occupation
<u>Juan Carlos Vega</u>	<u>2370 Lucas Lane</u>	<u>Watertown SD</u>	<u>owner</u>

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

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

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

JCV LLC

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



4-16-25



April 24, 2025

JVC LLC
DBA La Bodega
2370 Lucas Lane
Watertown, SD 57201

To Whom It May Concern:

The property located at 1519 9th Avenue, Suite B, Watertown, SD 57201, and legally described as a portion of "Lots 4-7 of Roby Subdivision" Suite B is zoned C-3 Highway Commercial District. The sale of beer and wine for off-premise consumption is an allowable use in the C-3 District, as the use is consistent with retail sales.

If the establishment decides to sell beer and wine for on-premise consumption, additional action is required. The property owner would need to apply for a conditional use for a bar or tavern to be acted on by the Board of Adjustment.

Sincerely,

A handwritten signature in cursive script that reads "Brandi Hanten".

Brandi Hanten
Community Development Manager
City of Watertown

CC: Kristen Bobzien, Chief Financial Officer
Jennifer Collins, Records and Licensing
Carla Heuer, Planner

23 Second St. NE
PO Box 910
Watertown, SD 57201-0910
www.watertownsd.us



City Council

Agenda Item

Subject: Renewal of a Retail (on-off sale) Malt Beverage & SD Farm Wine License & Video Lottery License for BMG Inc d/b/a Ringo's, 520 10th Street NW, N110' of Lots 11-13, N110' of E20' of Lot 14, Blk 3, Davis Addn.

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

Public hearing required per SDCL 35-2-1.2. Ringo's failed a compliance check on 03/19/2025. Their last violation was on 05/05/2021.

Fees have been paid and the Notice of Public Hearing has been published on 05/10/2025.

FINANCIAL CONSIDERATIONS:

No major financial considerations.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the Retail (on-off sale) Malt Beverage & SD Farm Wine License & Video Lottery License for BMG Inc d/b/a Ringo's, 520 10th Street NW, N110' of Lots 11-13, N110' of E20' of Lot 14, Blk 3, Davis Addn.

ATTACHMENT(S):

[Ringo's](#)

Date Received _____
Date Issued _____

2025-2026

License No. RB-3289

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

BMG INC
PO BOX 352
WATERTOWN, SD57201

Lic # RB-3289
RINGO'S
520 10TH ST NW
WATERTOWN, SD57201

Violation

Owner's Telephone#: (605) 868-3780

Business Telephone #: (605) 878-3030

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

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

Place of business is located in a municipality? Yes [] No

County: Codington

Do you own [] or lease this property? (Check one)

Are real property taxes paid to date? Yes [] No

Are you of good moral character having never been convicted of a felony? Yes [] No

D. Legal description of licensed premise:

N110' of Lots 11-13, N110' of E20' of Lot 14,
Blk 3, Davis Addn

Is this License in active use? Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? [] Yes [] No **If Yes, please list on the back page**

E. State Sales Tax Number: 1028-2491-ST

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

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

Date 5-1-25 Print Name Brad Maynard Signature Brad Maynard

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published 5/10/25. Public hearing on the application was held 5/19/25, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held

Amount of fee collected with application \$ 900.00

Amount of fee retained \$ 750.00 #1667

Forwarded with application \$ 150.00 #1666

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

** late fee collected*

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

Name of corporation/partnership/LP/LLC BMG Inc.
 Address of office and principal place of business of corporation/partnership/LP/LLC 520 10th St NW
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? [] Yes [] No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:			
Name	Office	Address	Occupation
<u>Brad Maynard</u>	<u>owner</u>	<u>17554 Hwy 25 Clark, SD 57225</u>	<u>Self Employed</u>

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

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

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

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date

Brad Maynard 5-1-25



Video Lottery License Application

Licensing Term: July 1, 2025 – June 30, 2026

License Information:

Applicant/Owner Name (as it will appear on license)	BMG, Inc.
Business Name (as it will appear on license)	Ringo's
Business Address	520 10th St NW
City, State, Zip	Watertown, SD 57201
License #	RB-3289
Phone Number	605-868-3780 605-878-3030
Email Address	
Number of Video Lottery Machines	10 machines
License Fee (\$50.00 per machine/per year)	\$500.00

Brad Maynard

5-1-25

Applicant/Owner Signature

Date

TO BE COMPLETED BY CITY OF WATERTOWN	
Fee Paid: _____	City Council Approved On _____
Receipt Number: _____ Dated: _____	Interim City Manager
	Human Resources Director

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

License fee is not refundable.



City Council

Agenda Item

Subject: Approval of a Ground Lease Agreement at the Watertown Regional Airport, with Pioneer Aviation 2, LLC, in the annual amount of \$11,086.50.

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

Pioneer Aviation 2, LLC. is seeking a ground lease to build a hangar for an agricultural aerial application business. The ground lease is for a total of 55,432.5 square feet at \$0.20 cents a square foot. The total annual payment will be \$11,086.50 with a 2% increase annually thereafter.

FINANCIAL CONSIDERATIONS:

The ground lease rate is consistent with standard ground lease rates applied at the airport, and comparable to surrounding airport ground lease fees. In addition, lessee agrees to pay \$107,786.44 for sanitary sewer & water reimbursement in five (5) equal yearly payments of \$21,557.29 with first payment due at lease signing.

OVERSIGHT / PROJECT RESPONSIBILITY:

Ian Meriwether-Chalfant, Airport Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of this lease agreement through the following motion:

I move to approve a Ground Lease Agreement at the Watertown Regional Airport, with Pioneer Aviation 2, LLC, in the annual amount of \$11,086.50.

ATTACHMENT(S):

[Pioneer Aviation 2 Ground Lease Agreement](#)
[Hangar Site Plan](#)
[Site Plan Square Footage Visualization](#)

AIRPORT GROUND LEASE AGREEMENT

This Lease Agreement with an effective date of June 1, 2025 by and between the CITY OF WATERTOWN, a South Dakota municipal corporation, dba Watertown Regional Airport hereinafter collectively “LESSOR,” and PIONEER AGVIATION 2, LLC, 2200 North Broadway, Minot, ND 58703, hereinafter “LESSEE.”

WHEREAS, LESSEE desires to operate an agricultural aerial application business at the Watertown Regional Airport;

WHEREAS, LESSOR has constructed a new agricultural operations taxiway that has created space for LESSEE to construct a permanent building and fully comply with all requirements of aerial application businesses operating at the Watertown Regional Airport;

WHEREAS, neither the Federal Aviation Administration has indicated to LESSOR any reason preventing LESSEE’s proposed operations and the location of the same, and LESSOR relies on these verifications in entering into this Lease Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agrees as follows:

1. **Leased Premises.**

LESSOR hereby leases to LESSEE the following described property located at the Watertown Regional Airport, to wit:

APPROXIMATELY 55,432.5 SQUARE FEET OF AIRPORT LAND
ABUTTING THE NEW AGRICULTURAL OPERATIONS TAXIWAY

upon which LESSEE will operate an aerial application business with a permanent structure and which is depicted on Exhibit A attached hereto and incorporated by reference (the “Leased Premises”).

2. **Term.**

This Lease Agreement shall be for a term of twenty-five (25) years from the Effective Date with the option by LESSEE for renewal for another 10 years if LESSEE is not in breach of the terms and conditions of this lease at the time that it expires; and LESSEE has completed construction of its permanent building associated with Lessee’s business.

3. **Use of Leased Premises by LESSEE.**

- A. LESSEE shall have the right to use the Leased Premises for the following primary activities: loading, unloading, and storage of aerial application substances; maintenance, repair, and storage of aircraft owned or operated by LESSEE; activities necessary and incidental to the aerial application business; and automobile parking. Additional activities may be permitted only with the written approval of LESSOR.
- B. LESSEE has the right of ingress and egress to the Leased Premises on City-owned or leased ground adjacent to the Leased Premises, LESSEE agrees to comply with any Federal Aviation Administration, State or Local security requirements pertaining to the Airport Operations Area in effect during the term of this Lease Agreement. LESSEE shall be responsible for employees, vendors, business invitees and/or contract personnel when they are on the Leased Premises or other airport premises.
- C. LESSEE agrees that access to the aeronautical area, for itself, its agents, guests, or invitees shall be permitted only to individuals possessing a key to the padlocked gate nearest the leased premises.
- D. LESSEE shall be allowed to supply fuel to its own aircraft from sources selected by LESSEE and to deliver said fuel to the Leased Premises. Any fuel delivered to the Leased Premises or stored at the Leased Premises shall meet all applicable City, State, and Federal regulations and insurance shall be provided as hereinafter set forth. In addition, LESSEE agrees to pay LESSOR a fuel flow fee of \$0.07 per gallon for each gallon of fuel brought onto the Leased Premises. Such amount shall be itemized and paid on a yearly basis by May 1st of each year of the term. The fuel flow fee may be increased by LESSOR on a yearly basis with thirty days written notice to LESSEE.
- E. LESSEE is required at all times to provide suitable and safe storage and containment of chemical materials, including a suitable and safe area for the loading and unloading of such chemical materials.
- F. LESSEE is solely responsible for arranging and paying for water and electric utility service to the Leased Premises.

4. **LESSEE's Commitment to Build Permanent Structure.**

LESSEE specifically acknowledges that LESSOR is entering into this Lease Agreement based upon LESSEE's commitment to build a permanent building in the year 2025 abutting LESSOR's new agricultural operations taxiway. LESSEE shall complete the permanent building structure by August, 2026. If LESSOR becomes aware the LESSEE no longer intends to construct or fails to complete construction by August, 2026, this Lease Agreement is subject to immediate termination by LESSOR. LESSEE shall abide by all local building regulations applicable to its project. The LESSEE shall be considered in default if LESSEE fails to complete construction

within the designated timeframe under its building permit and shall immediately upon notification by LESSOR, quit and surrender the Leased Premises without any right or recourse. Upon termination of this Agreement for any reason, LESSEE shall remove all personal property and all permanent structures and fixtures shall become the property of the LESSOR.

5. **Rent.**

LESSEE shall pay as rent for the Leased Premises to Lessor the sum of Twenty Cents (\$.20) per square foot for a total rent payment of ELEVEN THOUSAND EIGHTY-SIX DOLLARS and FIFTY CENTS (\$11,086.50) per year. In addition, LESSEE shall pay for all utilities provided to the Leased Premises in a timely manner. The Rent will increase at a rate of 2% annually during the lease term.

Rent will be delinquent if not paid prior to the 1st day of June, 2025 and by June 1st annually thereafter. Late or unpaid rents will bear a fee of 10% per month from the 1st day of each month. Payment of rent will be in legal tender and submitted to the City of Watertown Finance Office, 23 2nd St NE, Watertown, SD 57201.

6. **Maintenance of Leased Premises.**

- A. LESSEE shall at all times keep and maintain the Leased Premises, including any incidental or other equipment or appliances installed or used by LESSEE, in a good, safe and serviceable condition of repair and shall maintain all of the same, and the premises in and about them occupied by LESSEE, in a safe, clean and neat condition.
- B. Trash and other waste will be properly disposed of by LESSEE, at LESSEE'S sole expense. LESSEE specifically agrees that it will promptly remove any trash, waste or other debris from the LESSOR'S premises and will not permit the accumulation or storage of any waste or any other type of refuse to occur upon the Leased Premises.
- C. Toxic and hazardous materials stored on the Leased Premises will be stored and disposed of according to applicable local, state and federal laws and regulations.
- D. LESSEE is responsible for all snow removal on the Leased Premises.

7. **Loss and Liability Over and Upon Leased Premises.**

LESSEE shall keep and maintain an insurance policy with a minimum amount of coverage of One Million Dollars (\$1,000,000.00) single limit liability for any one accident or occurrence. The policy shall name LESSOR as an additional named insured.

- A. Certificate covering the described conditions shall be filed at the Watertown Regional Airport within thirty (30) days from the Effective Date of this Lease Agreement. Notice of certificate renewal is required prior to policy expiration, and a new certificate shall be filed within fifteen (15) days.

LESSEE shall, during the term hereof, or any part hereof, hold LESSOR harmless and indemnify it from any and all damages and demands that, may result from negligence of LESSEE, including specifically, but not limited to, personal injury and property damage claims arising out of the use, maintenance, or operation by LESSEE or its employees or agents, of any of the appliances, equipment or operations referred to in this Lease Agreement.

8. **Remedies.**

In the event of default on the part of the LESSEE in any of the obligations or covenants hereunder, LESSOR shall provide LESSEE with a written notice of the breach or default, whereupon LESSEE shall have thirty (30) days to cure the claimed breach or default. In the event of failure of LESSEE to cure any breach of default within thirty (30) days after written notice by LESSOR, then LESSOR may terminate the Lease Agreement and re-enter the Leased Premises. In the event, LESSEE agrees to give quiet and peaceful possession of the Leased Premises to LESSOR, or any part of its agents, provided that the waiver by LESSOR of any default or breach on the part of the LESSEE shall not constitute a waiver of any other or subsequent default hereunder. The remedy stipulated in this paragraph shall be cumulative and in addition to any and all legal remedies that LESSOR may have for default and breach of this Lease Agreement.

9. **Non-Discrimination**

Lessee AGREES THAT IN THE OPERATION AND USE OF THE Leased Premises, the use of the airport, and the conduct of LESSEE at the airport, LESSEE will not, on the grounds of religion, race, color, sex, or national origin, discriminate or permit discriminations against any person or group of persons in any manner prohibited by law and hereby grants LESSOR the right to take such enforcement actions as the Government may direct.

10. **Assignment and Subletting**

This Lease Agreement shall be binding upon the heirs, legal representation and successors in the interest of any of the parties hereto and shall be assignable by the LESSEE only upon first obtaining the written consent of LESSOR and the Leased Premises shall not be sublet except upon receiving prior written consent of LESSOR. Assignment to a corporation of this Lease Agreement, of which the named LESSEE has the majority of the stock or has effective control of the corporation, shall not be deemed to be an assignment within the meaning of this Lease Agreement, it being the intention of the parties that the LESSEE shall retain, through individual or through a corporate organization, the active management of the Leased Premises.

11. **Miscellaneous**

Agenda Item 12.(a) Approval of a Ground Lease Agreement at the Watertown...

- A. This Lease Agreement is non-exclusive, and LESSOR reserves the right to make any other or similar agreements with any person or persons, firms, or corporations, relative to other premises at the Watertown Regional Airport.
 - B. The LESSEE shall not allow any mechanic's or materialmen's liens against the airport property of LESSOR.
 - C. Either party may terminate this Lease Agreement for cause by giving the other party thirty (30) days' written notice. As used herein, "cause" shall be deemed to include the breach, failure, or refusal to comply with any material term, covenant, or provision of this Lease Agreement.
 - D. LESSOR has the right to enter and inspect the Leased Premises when deemed necessary. If the Leased Premises falls into a state of disrepair or becomes unsightly, then upon thirty (30) days' written notice, LESSOR has the right to make repairs and the cost shall be paid by LESSEE. The rights hereunder are to be cumulative and in addition to other remedies; and further, LESSOR shall have no obligation to make any repairs, except at its own option.
 - E. LESSEE agrees that this Lease Agreement is subordinate to any agreements with the United States Government necessary during time or national defense emergency.
 - F. Except as expressly provided herein, LESSEE will abide by all City, State and Federal laws governing the use of said airport, including policies and regulations adopted and as amended from hereafter by LESSOR or the Airport Board regarding LESSEE's operations on airport premises.
 - G. Upon termination of this Lease Agreement, for whatever cause, LESSEE shall, within 90 days of such termination, have the right to enter upon Leased Premises for the limited and exclusive purpose of removing any personal property of LESSEE and to restore LESSOR'S property to the condition existing at the time this Lease Agreement was executed.
 - H. This Agreement is to be construed and governed under the laws of the State of South Dakota and any disputes shall be resolved in the state court located in Codington County, South Dakota, or the U.S. District Court for the State of South Dakota.
12. **Public Improvement Infrastructure Payment Clause.** In addition to the Rent and other fees referred to in this Agreement, the LESSEE agrees to pay the cost of its portion of the public improvement infrastructure of sanitary sewer and water, totaling \$107,786.44, over a period of five (5) years. The payments shall be made in equal installments on an annual basis with the first payment of \$21,557.29 due upon execution of this agreement and subsequent annual payments of \$21,557.28 on or before June 1 of each year thereafter until paid in full.

A. Early Termination: In the event that the LESSEE terminates, assigns, or vacates the leased premises prior to the completion of the full five (5) year term, any remaining unpaid balance of the public improvement infrastructure cost shall become immediately due and payable in full upon such termination, assignment, or vacation.

B. Late Payment: If the LESSEE fails to make any payment under this clause when due, such failure shall constitute a default under the lease, and the LESSOR shall have the right to pursue any remedies available under the lease or applicable law, including, but not limited to, the collection of overdue amounts, interest, and late fees.

C. Default: If the LESSEE defaults on any installment payment, the full remaining balance of the public improvement infrastructure shall immediately become due and payable, and the Lessor shall be entitled to exercise any rights and remedies available under the lease or at law.

13. LESSEE acknowledges and agrees that all terms and conditions contained herein shall remain a continuing obligation until satisfaction or completion. In the event the LESSOR is required to undertake any action to enforce the terms of this agreement or its building regulations in connection with this agreement, the LESSEE, its heirs, assigns or successors in interest agree the LESSOR may recover its reasonable expenses, including attorney's fees incurred with respect to such action. The LESSEE understands and agrees that the public improvement infrastructure payment is a covenant running with the above-described leased premises. Furthermore, it is agreed that, as 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, a notice of this lease and specifically the public improvement infrastructure may be recorded by LESSOR with the Codington County Register of Deeds.

14. This Agreement represents the entire agreement of the parties and no other terms, either written or oral, exist. Any amendments to this Agreement must be in writing and executed by both Parties

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the Effective Date.

LESSEE
PIONEER AGVIATION 2 LLC

LESSOR
CITY OF WATERTOWN

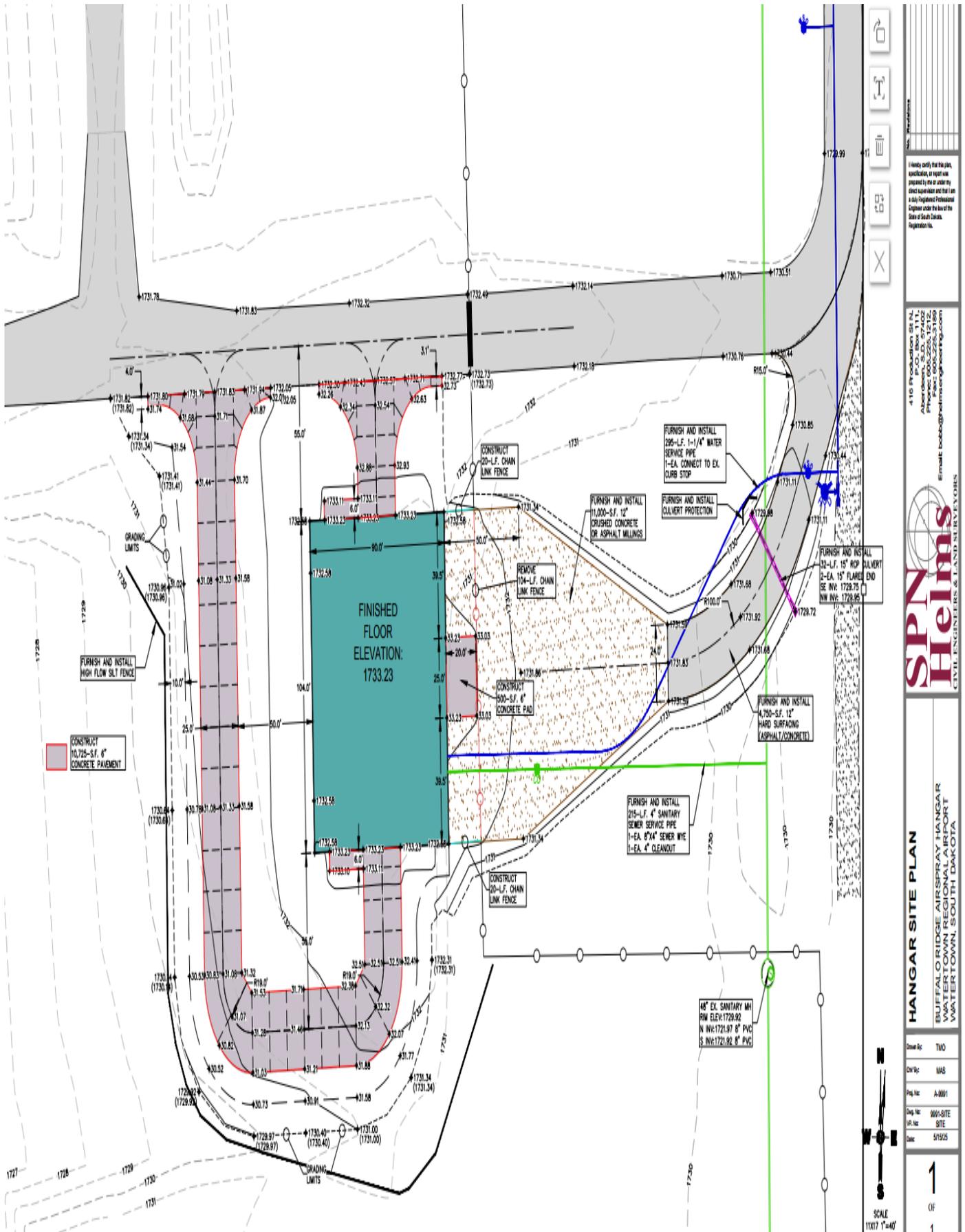
By: _____
Dan Seuer
Owner

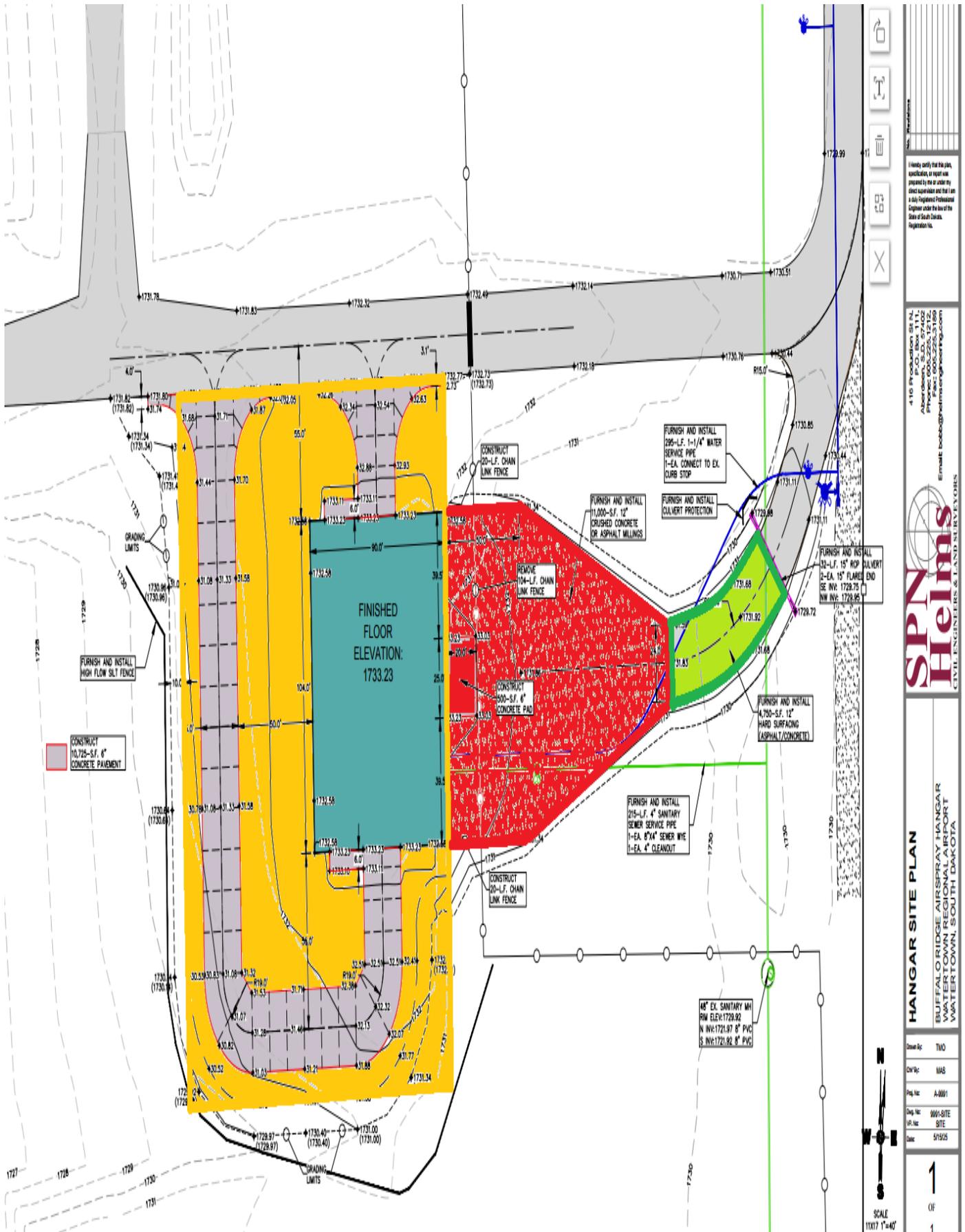
Kristen Bobzien
Interim City Manager

ATTEST:

Jennifer Collins
Records and Licensing Manager

(SEAL)





SPIN Helms
 CIVIL ENGINEERS & LAND SURVEYORS

416 Production St. N.
 Aberdeen, S.D. 57402
 Phone: 605.225.2166
 Fax: 605.225.2169
 Email: bob@spinhelms.com

HANGAR SITE PLAN
 BUFFALO RIDGE AIRSPRAY HANGAR
 WATERTOWN REGIONAL AIRPORT
 WATERTOWN, SOUTH DAKOTA

Drawn by: TMO
 Check by: MAS
 Plot No: A-001
 Job No: 0091-SITE
 Site: SITE
 Date: 5/15/25

SCALE 1"=40'
 1 OF 1



City Council

Agenda Item

Subject: Approval of Service Agreement with ServiceMaster of Watertown for the cleaning of City Hall Basement Records and Disposal of remaining Miscellaneous Surplused Items in the amount of \$28,840 and Authorization to Pay 50% down via Special Check.

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

With the move to the new City Hall underway, the existing records in the City Hall basement must be properly cleaned due to mold exposure. ServiceMaster of Watertown will retrieve, decontaminate, store and deliver records back to the new City Hall, located at 20 North Maple. In addition, ServiceMaster will dispose of existing Hazardous & E Waste items currently located in the basement in addition to miscellaneous surplused items. Items were surplused during the April 7th City Council Meeting.

The City of Watertown must make a 50% deposit of the estimate total prior to project start date. If approved, this will be paid by special check. All items will be removed from the basement by August 1st. ServiceMaster anticipates that the cleaning of the records will take up to 6 months.

FINANCIAL CONSIDERATIONS:

The cost of this project is \$28,840.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the Service Agreement ServiceMaster of Watertown for the cleaning of City Hall Basement Records and Disposal of remaining Miscellaneous Surplused Items in the amount of \$28,840 and Authorization to Pay 50% down via Special Check.

ATTACHMENT(S):

[ServiceMaster Agreement](#)



SERVICE PROVIDER: ServiceMaster of Watertown

ADDRESS: PO BOX 331, Watertown SD 57201

PHONE NO: 605-886-6006

EMAIL: april@smwatertown.com

CUSTOMER NAME: City of Watertown

ADDRESS: 23 2nd Street NE Watertown SD 57201

PHONE NO: 605-753-3545

EMAIL: jcollins@watertownsd.us

JOB DESCRIPTION: CLEANING OF CITY HALL BASEMENT RECORDS

ServiceMaster of Watertown agrees to provide the below services at a total cost of **\$28,840**.

1. 199 boxes of City Documents. ServiceMaster of Watertown will retrieve, decontaminate, store and deliver boxes. Books will be cleaned page by page and tested with ATP Meter.
2. 178 books of City Records. ServiceMaster of Watertown will retrieve, decontaminate, store and deliver books. Boxes will be unpacked, content cleaned through a combination of hand wiping and hepa filtration and reboxed. Random pages will be tested with ATP Meter to ensure cleaning results.
3. Disposal of Hazardous Waste
4. Disposal of E Waste Items
5. Dispose of Miscellaneous Items declared surplus and junked
6. Shredding of confidential boxes
7. Clean Computer Server Equipment *with 24 hour turnaround time*

All documents will be stored in an accessed controlled room. Any of ServiceMaster Technicians handling the documents will be subjected to sign nondisclosure agreements.

All content must be removed from 23 2nd Street NE before August 1, 2025. ServiceMaster will be allowed up to 6 months to complete all cleaning and return items to the new City Hall, located at 20 North Maple in Watertown. If priority is placed on certain items, this will be communicated with ServiceMaster at the start of the project.



City of Watertown agrees to make a 50% deposit of Estimate Total prior to project start date. Additional payments will be made with payment terms of net 45 days. If ServiceMaster of Watertown wishes for payment within 30 days, service provider shall submit Application for Payment on or about the tenth (10th) of the month following completion of the work as provided to guarantee payment within 30 days.

CITY OF WATERTOWN:

ServiceMaster of Watertown

BY:

Kristen Bobzien, Interim City Manager

Date: _____

Attest:

Jennifer Collins, Records & Licensing Mgr



City Council

Agenda Item

Subject: Authorization for the Mayor to sign a Letter of Commitment as a Participating Jurisdiction in Codington County Hazard Mitigation Plan.

Meeting: City Council - May 19 2025

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

BACKGROUND INFORMATION:

The Building Resilient Infrastructure and Communities (BRIC) Grant—previously used to fund the consultant who assists with our Pre-Disaster Mitigation (PDM) Plan—was discontinued on April 4 of this year. The PDM Plan, which is typically completed at the county level with input from all municipalities, is required for local governments to remain eligible for certain types of federal disaster assistance.

Our current PDM Plan is valid through April 2027. Fortunately, another potential funding source is available through the Hazard Mitigation Grant Program (HMGP). Securing this funding now will help ensure our local communities remain eligible for future mitigation opportunities and is better prepared in the long term.

OVERSIGHT / PROJECT RESPONSIBILITY:

Don Rowland, Fire Chief

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the authorization for the Mayor to sign a Letter of Commitment as a Participating Jurisdiction in Codington County Hazard Mitigation Plan.

ATTACHMENT(S):

[City of Watertown PDM Letter](#)



May 19th, 2025

Andrew Delgado
Codington County Emergency Management
14 1st Ave SE,
Watertown, SD 57201

Re: Letter of Commitment as participating jurisdiction in Codington County Hazard Mitigation Plan

Mr. Delgado

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, **Codington County** is submitting this letter of commitment to confirm that it has agreed to participate in the **Codington County Multi-Jurisdictional Pre-Disaster Mitigation Plan**.

Further, as a condition to participating in the mitigation planning process, **Codington County** agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary to Codington County to complete the plan in conformance with FEMA requirements.

Codington County understands that it must engage in the following planning process, as more fully described in FEMA's *Local Multi-Hazard Mitigation Planning Guide of 2023*, including, but not limited to:

- ▶ Identification of hazards unique to **Codington County** not addressed in the master planning document;
- ▶ The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- ▶ The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- ▶ Demonstration that there has been offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process; attending meetings; contributing research, data, or other information; commenting on drafts of the plan; etc.);
- ▶ Documentation of an effective process to maintain and implement the plan; and,
- ▶ Formal adoption of the Multi-jurisdictional Pre-Disaster Mitigation Plan by the jurisdiction's governing body.



Grant funds received for this planning activity will be used to hire a consultant to oversee the various actions identified above, including the preparation of a draft plan for community acceptance.

Therefore, with a full understanding of the obligations incurred by participating in the FEMA pre-disaster mitigation planning process as a participant in a multi-jurisdictional plan, I, Ried Holien, commit the City of Watertown to the Multi-Jurisdictional Pre-Disaster Mitigation planning effort.

Executed this 19th day of May, 2025.

Ried Holien
Mayor