

City of Watertown

Proposed City Council Agenda

City Hall, 23 2ND ST NE

Watertown, South Dakota

September 3, 2024, 5:00 PM



Page

1. CALL TO ORDER

2. ROLL CALL

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

4. PRAYER

5. PLEDGE OF ALLEGIANCE

6. ACTION TO APPROVE THE AGENDA

7. OPEN FORUM

8. CONSENT AGENDA

- (a) Approval of the minutes of the Council meeting held on August 19th, 2024. 4 - 6
[City Council - Aug 19 2024 - Minutes](#)
- (b) Mayor's Appointment of Rena Sherwood to serve as a Board Member on the Watertown Housing Authority
- (c) Approval of a Business License to Burnn Boiler & Mechanical Inc as a Gasfitting Contractor (\$250) and Jon Conley as a Gasfitter (\$75). 7 - 12
[Burnn Boiler & Mechanical Inc](#)
- (d) Approval of a Pyrotechnics or Open Flame Permit Application for Fireworks show display by Lew's Fireworks at Great Plain School on September 26th, 2024. 13 - 14
[Fireworks Permit](#)
- (e) Declaration of Surplus Property and authorization to sell at online auction, donate or dispose of as junk. 15 - 17
[Surplus Property](#)
- (f) Authorization for the City Manager to execute a multi-year contract with Optum Health for the Prairie Lakes Wellness Center. 18 - 31
[Optum Health](#)
- (g) Approval of bills and payroll and authorization to pay

9. PRESENTATIONS & REPORTS

10. CONTRACTS & CHANGE ORDERS

- (a) Approval of Change Order No. 1-Final for the 2024 Alley Improvement Project, Project No. 2413, with Timmons Construction Inc., for an increase of \$3,988.50 for a new contract price of \$116,762.00. 32 - 36
[2024 Alley Improvement Project, Project No. 2413](#)

11. ORDINANCE FIRST READINGS

- (a) First Reading of Ordinance No. 24-09, Zoning Text Amendment to Chapter 17.01 Wastewater System General Regulations of the Revised Ordinances of the City of Watertown. 37 - 41
[Ordinance No. 24-09](#)
- (b) First Reading of Ordinance No. 24-14, Amending the Zoning Map of the City of Watertown, SD, for a portion of property in Watertown Sales Pavilion 2nd Addition, from I-1 Light Industrial District to C-3 Highway Commercial District. 42 - 55
[Ordinance No. 24-14](#)
- (c) First Reading of Ordinance No. 24-20, authorizing the Finance Officer to certify the Property Tax Levy to the Codington County Auditor. 56 - 57
[Ordinance No. 24-20](#)

12. PUBLIC HEARINGS & SECOND READINGS

- (a) Application for a transfer of a Retail (on-off sale) Malt Beverage & SD Farm Wine license and Video Lottery license from Tommy's Lanes Inc d/b/a Tommy's Lanes Inc, 16 S Maple, Lot 11 & S ½ of Lot 12, Blk 10, Original Plat Addn to Larry Bachman, d/b/a Larry Bachman (INACTIVE), 4021 20th Ave SW, Lot 4 Horning 3rd Addition 3-116-53. 58 - 61
1. Public Hearing
2. Council Action
[Bachman](#)
- (b) Approval of a Private Hangar Ground Lease Agreement at the Watertown Regional Airport, with Blacklist, LLC, in the annual amount of \$1,125.00. 62 - 69
1. Public Hearing
2. Council Action
[Blacklist LLC](#)
- (c) Authorization for the City Manager or her Designee to sign a lease and any ancillary documents necessary to effectuate the transaction with MADJIK LLC. 70 - 83
1. Public Hearing
2. Council Action
[MADJIK LLC](#)
- (d) Second Reading of Ordinance No. 24-18, an Ordinance Amending Title 12 - Licenses and Regulations, repealing Section 12.10 regarding Security Guard in its entirety. 84 - 89
[Ordinance No. 24-18](#)

13. OTHER BUSINESS

- | | | |
|-----|--|----------|
| (a) | Approval of Resolution No. 24-21, Resolution Establishing a Public Infrastructure cost recovery for upsizing sanitary sewer for The Lakes of Willow Creek First Addition Development.
Resolution No. 24-21 | 90 - 93 |
| (b) | Approval of Resolution No. 24-24 to dissolve TIF District #2, comprising Mallard Pointe Industrial Park, after duration of twenty years.
Resolution No. 24-24 | 94 - 95 |
| (c) | Approval of Resolution No. 24-25 to oppose the passing of Initiated Measure 28.
Resolution No. 24-25 | 96 - 97 |
| (d) | Approval of an Amendment to the Development Agreement with J&J Land Sales, LLC for The Lakes of Willow Creek First Addition Development.
Development Agreement for The Lakes of Willow Creek First Addition | 98 - 116 |
| (e) | Approval of Development Agreement with Mother of God Monastery for the transition of Little Blessings Daycare
Development Agreement with Mother of God Monastery | 117 |
| (f) | Reimbursement of Medical Cannabis License Fees Charged Prior to 2024.
Reimbursement of Medical Cannabis License Fees | 118 |

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

15. CITY MANAGER REPORT

16. ADJOURNMENT

Kristen Bobzien
Chief Financial Officer

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

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

Watertown
City Council Meeting Minutes
August 19, 2024

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

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

Motion by Tupper, seconded by Peters, to approve the agenda as presented. Items approved as part of the consent agenda: minutes of the Council meeting held on August 5th, 2024; a Business License to APi HVAC Services Inc d/b/a Tessiers Mechanical Contractors as a Gasfitting Contractor (\$250) and Westin Branick as a Gasfitter (\$75); a Special Event Retail On-Sale License to Cloud 9 Golf Course, Inc. d/b/a Cloud 9 Golf Course for a private wedding at the Codington County Extension Complex, 1910 W Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn, from 3:00 PM on Saturday, August 24th, 2024 until 2:00 AM on Sunday, August 25th, 2024; authorization for the City Manager to execute an agreement for truancy officer services at the Watertown School District for the 2024 - 2025 school year; Ryan Fischer as a volunteer reserve police officer; authorization for the City Manager to sign Towing Services agreement with Active Towing, Crocker's Collision Center, and Performance Towing for 2024-2025; authorization to supplement the WPD budget in the amount of \$13,119.50 from the Opioid restricted funds for purchasing equipment to support Youth and Drug Abuse Prevention programs; Change Order No. 1 for the Taxiway and Ag Area Improvements, Project No. 2227 with J & J Earth Works, Inc., for an increase of \$25,839.00 for a new contract price of \$2,638,490.10; approval of a Sanitary Sewer Utility Easement Agreement for service associated with the Mary's Heights Apartments Project in Harmony Hill Third Addition, with the Benedictine Sisters of Mother of God Monastery. Motion Carried.

Mayor Holien called for Open Forum. Several individuals addressed the City Council in regards to childcare in Watertown.

Assistant City Manager VonEye introduced Ian Meriwether as the new Airport Manager.

Angela Uthe, Executive Director of the Watertown Convention & Visitor's Bureau, along with Jeremy Herrboldt, Chair Member, provided a Strategic Planning Presentation. No action taken.

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

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

Agenda Item 8.(a) Approval of the minutes of the Council meeting held on...

Motion by Buhler, seconded by Peters, to approve a bid award for a new Ford F-350 Pickup, to Sioux Falls Ford, in the amount of \$71,832.00. Motion Carried.

Motion by Tupper, seconded by Schutte, to approve a bid award for a Closed Captioning TV trailer with accessory equipment to Cues via H-GAC cooperative purchasing in the amount of \$230,632.00. Motion Carried.

Ordinance No. 24-18, an Ordinance Amending Title 12 - Licenses and Regulations, repealing Section 12.10 regarding Security Guard in its entirety was placed on its first reading and the title was read. No action taken.

This being the time scheduled for a public hearing on the application for a transfer of a Retail (on-off sale) Malt Beverage & SD Farm Wine license and Video Lottery license from Chubby's Inc d/b/a Brewski's Bar and Grill (Inactive), 16 N Broadway, Lots 15-16, Block 4, Original Plat Addn to Todd Ronke d/b/a Todd Ronke (Inactive), 215 14th Street, Lot 2 Ted Horning Addition, the Mayor called for public comment. Hearing no comments from the public, motion by Tupper, seconded by Peters, to approve the transfer application as presented. Motion Carried.

Ordinance No. 24-13, an Amendment to the Zoning Designation for Phases 2 and 3 of Harmony Hill Second Addition from A-1 Agricultural District to PUD Planned Unit Development was placed on its second reading and the title was read. This being the time and place for a public hearing on Ordinance No. 24-13, the Mayor called for public comment. Hearing no comments from the public, motion by Danforth, seconded by Schutte, to approve Ordinance No. 24-13 as presented. Motion Carried.

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

Motion by Danforth, seconded by Tupper, to approve Resolution No. 24-20, Proposed Resolution of support South Dakota Public Assurance Alliance (SDPAA) Board Member: Adam Karst. Motion Carried.

Motion by Schutte, seconded by Buhler, to approve Resolution No. 24-22, a Resolution of Intent to enter into a Ground Lease Agreement for Private Hangar Space with Blacklist, LLC. Motion Carried.

Motion by Buhler, seconded by Danforth, to approve Resolution No. 24-23, a Resolution of Intent to enter into a lease agreement with MADJIK LLC for City-owned Real Estate Property. Motion Carried.

Aldersperson Buhler requested the City Council work to address the undeveloped roads across the City.

Aldersperson Peters questioned what the City Ordinance is for campers being parked in one's driveway.

Mayor Holien stated a Childcare Committee will be forthcoming in order to address the urgent need for childcare within the City of Watertown.

City Manager Mack stated 1st Avenue is partially shut down for utility work for the New City Hall. The road is expected to be shut down this week, weather depending.

Agenda Item 8.(a) Approval of the minutes of the Council meeting held on...

City Manager Mack stated the Landfill Improvements will begin soon.

City Manager Mack reminded City Council that there will be a Work Session Meeting on Tuesday, August 27th at 4:00 PM.

Motion by Peters, seconded by Danforth, to go in to Executive Session for the purpose of discussing litigation matters. Motion Carried.

Motion by Tupper, seconded by Buhler, to adjourn until 5:30 PM on Tuesday, September 3rd, 2024. Motion Carried.

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

Dated at Watertown, South Dakota, August 19th, 2024.

ATTEST:

Kristen Bobzien, Chief Financial Officer

Ried Holien, Mayor



City Council

Agenda Item

Subject: Approval of a Business License to Burnn Boiler & Mechanical Inc as a Gasfitting Contractor (\$250) and Jon Conley as a Gasfitter (\$75).
Meeting: City Council - Sep 03 2024
From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

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

FINANCIAL CONSIDERATIONS:

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

STAFF RECOMMENDATION / SUGGESTED MOTION:

That Council approves the Business License to Burnn Boiler & Mechanical Inc as a Gasfitting Contractor (\$250) and Jon Conley as a Gasfitter (\$75).

ATTACHMENT(S):

[Burnn Boiler & Mechanical Inc](#)



Gasfitting Contractor & Gasfitter License Application

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

Licensing Year: 2024

Gasfitting Contractor License Information:

Business Name (as it will appear on license)	Burnn Boiler & Mechanical, Inc
Applicant/Owner Name (as it will appear on license)	
Business Address	2012 Great Northern Dr
City, State, Zip	Fargo, ND 58102
Phone Number	701-318-8604
Email Address	burnnboiler@live.com
Insurance Company Name (copy of certificate req'd)	Pioneer Specialty Ins
Insurance Expiration Date	02-07-2025
Bond Company Name (copy of bond req'd)	Travelers Casualty and Surety Company of America
Bond Expiration Date	08/23/2025
License Fees (check made payable to City of Watertown)	Gasfitting Contractor: \$250 first year/\$75 renewal Gasfitter Fee: \$75 per gasfitter/per year Transfer Licensed Gasfitter Fee: \$25 per gasfitter

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

Gasfitter #1 - Full Name Jon Paul Conley	Signature of Gasfitter #1:
Gasfitter #2 - Full Name	Signature of Gasfitter #2:
Gasfitter #3 - Full Name	Signature of Gasfitter #3:

Signature of Business Owner

08/23/2024

Date

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2024

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 Dawson Insurance, a Marsh & McLennan Agency LLC company 505 Broadway North, Suite 100 Fargo ND 58102	CONTACT NAME: Michelle Socia PHONE (A/C, No, Ext): 701-237-3311 E-MAIL ADDRESS: Michelle.Socia@MarshMMA.com		FAX (A/C, No): 701-232-4442
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Burnn Boiler & Mechanical Inc. 2012 Great Northern Drive Fargo ND 58102	INSURER A : Pioneer Specialty Ins		40312
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1594517206

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR 500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☒ OTHER: ND STOP GAP			CPP1204096	2/7/2024	2/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYERS LIABILITY \$ 1M / \$1M / \$1M
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPP1200323	2/7/2024	2/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UMB1034411	2/7/2024	2/7/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	N/A	WCV103285602	2/7/2024	2/7/2025	☒ PER STATUTE ☐ OTHER MN E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Watertown
 23 2nd St NE
 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

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TRAVELERS

BOND

(License or Permit - Definite Term)

Bond No. 108114513

WE, Burnn Boiler & Mechanical, Inc., as
Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under
the laws of the State of Connecticut and authorized to do business in the state of SOUTH DAKOTA,
as Surety, are held and firmly bound unto City of Watertown,
as Obligee, in the penal sum of Ten Thousand Dollars
(\$10,000.00), for the payment of which we hereby bind ourselves, our heirs, executors and
administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for
Gasfitting Contractor.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal
shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to
the license or permit issued, then this obligation shall be null and void; otherwise to remain in full
force and effect.

This bond is for a definite term beginning August 23, 2024, and ending August 23, 2025, and
may be continued at the option of the Surety by Continuation Certificate.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable
hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the
Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this August 23, 2024.

Burnn Boiler & Mechanical, Inc.

By: 

Principal

Travelers Casualty and Surety Company of America

By: 

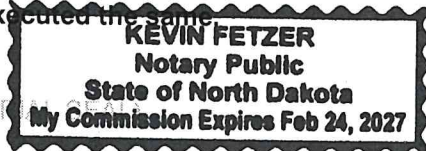
REBECCA J HECKER

Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

State of North Dakota)
County of Cass)

On this 23rd day of August 2024, before me personally appeared Keith Van Hoorn known to be the Vice President of the corporation that is described in and that he or she executed the within instrument, and acknowledged to me that such corporation executed the same.

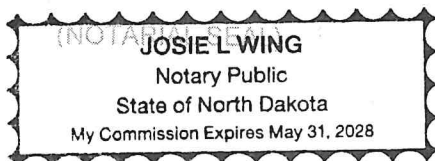


A handwritten signature in blue ink, appearing to be "K. Fetzner", written over a horizontal line.

ACKNOWLEDGMENT OF SURETY

State of North Dakota)
County of Cass)

On this 23rd day of August 2024, before me personally appeared Rebecca J. Hecker known to be the person who is described in and whose name is subscribed to the within instrument as Attorney in Fact of Travelers Casualty and Surety Company of America and acknowledged to me that he or she subscribed the name of Travelers Casualty and Surety Company of America thereto as his or her own name as Attorney in Fact.



A handwritten signature in blue ink, appearing to be "Josie L-Wing", written over a horizontal line.

TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

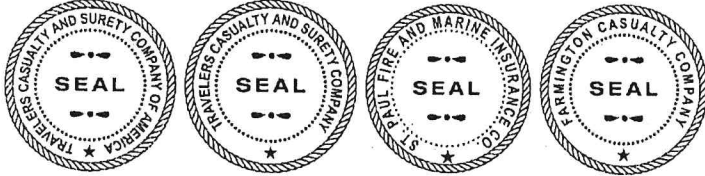
POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **REBECCA J HECKER** of **FARGO, ND** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond or undertaking, and any riders thereto:

Surety Bond No.: 108114513

Principal: Burnn Boiler & Mechanical, Inc.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

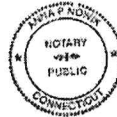
City of Hartford ss.

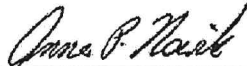
By: 
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

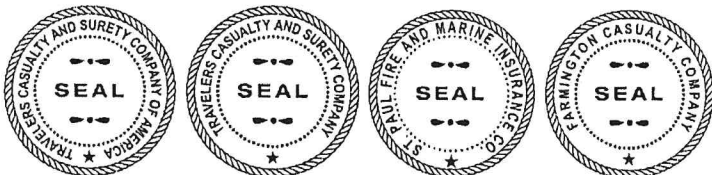
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

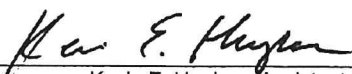
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23 day of August, 2024.




Kevin E. Hughes, Assistant Secretary



City Council

Agenda Item

Subject: Approval of a Pyrotechnics or Open Flame Permit Application for Fireworks show display by Lew's Fireworks at Great Plain School on September 26th, 2024.

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Per city ordinance, a fireworks show has to be approved by city council.

FINANCIAL CONSIDERATIONS:

There is no financial concern.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve a Pyrotechnics or Open Flame Permit Application for Fireworks show display by Lew's Fireworks at Great Plain School on September 26th, 2024.

ATTACHMENT(S):

[Fireworks permit Great Plains School](#)

FIREWORKS SHOW PERMIT

Name of Applicant: Jeff Bendix
 Address: 3121 N Serenity Dr - Wtn, SD 57201 Phone #: 605-868-7806

Responsible Person / Pyrotechnician Firing the Show:

Name: Jeff Bendix
 Address: 3121 N Serenity Dr - Wtn, SD 57201 Phone #: 605-868-7806
 Drivers License or Social Security #: 00589879

Fireworks Show Date: Sept 26th, 2024 Time: 10:00pm Duration: 15 minutes

Description of Event: Great Plains Lutheran Homecoming

Location of Show: Back east of GPL gymnasium

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

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

☒ 1.3G Display Fireworks Display (Regulated by NFPA1123)

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

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

☒ Public Show ☐ Private Show

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

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

Dated this 9th day of August, 2020

Lucas T. Nogelmeier

Applicant Name Printed

Lucas A. [Signature]

Applicant Signature

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

 Fire Chief

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

By: _____
 Chairman - _____ County Commissioners

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

By: _____
 Chairman - _____ City Council

(NOTE: In accordance with the local fire department, standby personnel and equipment may be required based on potential fire conditions and weather conditions both prior to and on the day of Use/Discharge - Display. Should standby be deemed necessary, costs associated with standby will be billed to, and shall be paid by, the permittee. We reserve the right to cancel permits based on fire potential, and given determining factors such as atmospheric and foliage conditions.)



City Council

Agenda Item

Subject: Declaration of Surplus Property and authorization to sell at online auction, donate or dispose of as junk.

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The City of Watertown plans to hold an online auction starting on September 9th through September 24th at publicsurplus.com. The attached items will either be sold during the online auction, donated or disposed of as junk.

FINANCIAL CONSIDERATIONS:

The City of Watertown will gain revenue from the sale of surplus items.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the Declaration of Surplus Property and authorization to sell at online auction, donate or dispose of as junk.

ATTACHMENT(S):

[Surplus List](#)

Items for Online Auction

Fixed Asset #	Description	Vin/Serial Number	Division/Department
1429	1991 Ford 4630 Diesel Utility Tractor	BC63132	Landfill/Public Works
1453	1994 Ford 555D Backhoe	A425554	Landfill/Public Works
2725	1999 MTD 826 Snow Blower	NA	Landfill/Public Works
2895	2008 Wildcat TS 616 Compost Turner	NA	Landfill/Public Works
3592	2013 3 Pt. Hydraulic Tree Spade (Care Tree 501)	NA	Landfill/Public Works
2496	1988 CH&E 4" Ford Water Pump	P129	Landfill/Public Works
1409	1978 Monarch 4" Water Pump	NA	Landfill/Public Works
1452	1972 Double Drum Sheepsfoot Roller	NA	Landfill/Public Works
2487	1998 Tow Behind Sickle Mower	NA	Landfill/Public Works
NA	Autoclave	1220021177524	Wastewater/Public Works
NA	Heratherm Oven	42071793	Wastewater/Public Works
2927	BULLEX Intelligent Training System	NA	Fire Dept.
NA	Hurst "Jaws of Life" and Ram	NA	Fire Dept.
NA	150 gallon tank with Pump and Hoses	NA	Fire Dept.
NA	Super Vac PPV Fan	4745	Fire Dept.
NA	Tempest PPV Fan	NA	Fire Dept.
2423	1999 Dodge Ram 3500 with Tank and Pump	3B6MF3655XM572021	Fire Dept.
2818	2008 Custom Enclosed 8x16 Trailer	386380	Fire Dept.
4382	2011 John Deere D130 Riding Lawn Mower	1GXD130EVBB112980	Police Dept.
3739	Segway X2	112071065971	Police Dept.
NA	SCIFIT Stationary Bicycle	421-000531	Police Dept.
NA	Clarke Focus II Wet Bat Floor Scruber	8000052099	Police Dept.
NA	Landice Elliptical	E-0101061	Police Dept.
NA	Tennsco 3 Door Locker	NA	Police Dept.
NA	Desk (32"D x 72"W x 30"H)	NA	Police Dept.
NA	4 Drawer Vertical File Cabinet	NA	Police Dept.
NA	HON 4 Drawer Vertical File Cabinet	NA	Police Dept.
NA	Ab Coaster	NA	Police Dept.
NA	PowerMax Weight Bench	NA	Police Dept.
NA	PowerHouse Weight Bench	NA	Police Dept.
NA	TV Cart with DVD Player	NA	Police Dept.
NA	SARIS Single Bicycle Rack for Vehicle	NA	Police Dept.
NA	SARIS 2 Bicycle Rack for Vehicle	NA	Police Dept.
NA	Coleman Powermate Air Compressor	W3095924	Wastewater/Public Works
NA	Calumet Attachments	NA	Wastewater/Public Works
2995a	10 - Steel Panels (20' long)	NA	Derby Downs
2995b	Steel Rodeo Railing	NA	Derby Downs
1535	2002 Woods Batwing Mower	843578	Street/Public Works
6322	2002 John Deere 1518 Rotary Mower	W01518E014796	Street/Public Works
1494	Ford 66105 Tractor with Tiger Mower	7X350104	Street/Public Works
1719	1997 Ford F250 Pickup	1FTHF26H4VEB76862	Street/Public Works
1769	International 7300 (Truck #9)	1HTWAAAN74084599	Street/Public Works
1768	International 7300 (Truck #3)	1HTWAAAN54J084598	Street/Public Works
1771	International 7300 (Truck #10)	1HTWAAANX4J084600	Street/Public Works
NA	1 - Conjoined Stainless Steel Signal Cabinet	44"W x 27"D x 55.5"H	Street/Public Works
NA	1 - 30" Stainless Steel Signal Cabinet	30"W x 18"D x 49.5"H	Street/Public Works
NA	1 - 30" Stainless Steel Signal Cabinet	30"W x 18"D x 49.5"H	Street/Public Works
NA	1 - 30" Stainless Steel Signal Cabinet	30"W x 18"D x 49.5"H	Street/Public Works
NA	1 - 30" Stainless Steel Signal Cabinet	30"W x 18"D x 49.5"H	Street/Public Works
NA	1 - 44" Stainless Steel Signal Cabinet	44"W x 27"D x 55.5"H	Street/Public Works
NA	1 - 44" Stainless Steel Signal Cabinet	44"W x 27"D x 55.5"H	Street/Public Works
NA	1 - 44" Stainless Steel Signal Cabinet	44"W x 27"D x 55.5"H	Street/Public Works
NA	1 - 44" Stainless Steel Signal Cabinet	44"W x 27"D x 55.5"H	Street/Public Works
NA	1 - 44" Stainless Steel Signal Cabinet	44"W x 27"D x 55.5"H	Street/Public Works
NA	1 - 44" Stainless Steel Signal Cabinet	44"W x 27"D x 55.5"H	Street/Public Works
NA	1 - 44" Stainless Steel Signal Cabinet	44"W x 27"D x 55.5"H	Street/Public Works
NA	1 - 44" Stainless Steel Signal Cabinet	44"W x 27"D x 55.5"H	Street/Public Works
NA	1 - 44" Stainless Steel Signal Cabinet	44"W x 27"D x 55.5"H	Street/Public Works

1470	1977 Athey Force-Feed Snow Loader	7-12-703-125	Street/Public Works
1456	1999 John Deere Mower	M00425BO70099	Upper Big Sioux
3022	Jacobsen LF3400 Reel Mower	6797101706	Cattail Crossing Golf Course
1096	Foley Reel Grinder	39K60001418	Cattail Crossing Golf Course
1111	Foley Bedknife Grinder	00K67001786	Cattail Crossing Golf Course
3939	Toro Greenmaster 3100	210000522	Cattail Crossing Golf Course
NA	4" Auger	WF02A122029644	Wastewater/Public Works

Items to Donate to Praire Coteau Watershed Improvement & Protection Project

Fixed Asset #	Description	Vin/Serial Number	Division/Department
NA	7 Misc Nets	NA	Upper Big Sioux
NA	1 Aquatic Flashcard	NA	Upper Big Sioux
NA	50 Microscope Slides	NA	Upper Big Sioux
NA	1 Invertebrate Block Education Tool	NA	Upper Big Sioux
NA	1 Swift Optical Microscope	NA	Upper Big Sioux
NA	1 Motic Tablet PC	NA	Upper Big Sioux
NA	8 Isopropyl Alcohol	NA	Upper Big Sioux
NA	8 Deionized Water	NA	Upper Big Sioux
NA	15 Syringes	NA	Upper Big Sioux
NA	1 Wards Groundwater Simulation System	NA	Upper Big Sioux
NA	1 Aqua Scope	NA	Upper Big Sioux
NA	8 Hach Test Kits	NA	Upper Big Sioux
NA	4 LaMotte Test Kits	NA	Upper Big Sioux
NA	1 Thermo Reactor	NA	Upper Big Sioux
NA	1 Soil Test Kit	NA	Upper Big Sioux
NA	5 Filter Paper Boxes	NA	Upper Big Sioux
NA	3 Chemets Test Kits	NA	Upper Big Sioux
NA	1 Remington Backpack	NA	Upper Big Sioux
NA	1 Porosity of Soils Kit	NA	Upper Big Sioux
NA	1 Wildco Instruments and Case	NA	Upper Big Sioux
2876	1 Hanna Water Quality	625040	Upper Big Sioux
NA	20 Sample Containers and Cooling Racks	NA	Upper Big Sioux
NA	1 Hova Bator Incubator	NA	Upper Big Sioux
NA	1 Briefcase	NA	Upper Big Sioux
NA	80 Pipets	NA	Upper Big Sioux
NA	1 Misc Test Tubes	NA	Upper Big Sioux
NA	1 Misc Testing Chemicals	NA	Upper Big Sioux
NA	100 Kimble Test Tubes	NA	Upper Big Sioux
NA	50 Clear Plastic Sample Bottles	NA	Upper Big Sioux
NA	16 SD Water Sampling Bottles	NA	Upper Big Sioux
NA	1 Fishing Pole w/o Reel	NA	Upper Big Sioux
NA	1 Sample Tube with Measurements	NA	Upper Big Sioux
NA	1 Temp Gauge in PVC Tube	NA	Upper Big Sioux
2635 & 4329	20 Bushnel Power View Binoculars	NA	Upper Big Sioux

Items to Destroy

Fixed Asset #	Description	Vin/Serial Number	Division/Department
3816	2004 Cybex Trainer	Y1220600A9514N12124	Police Dept.



City Council

Agenda Item

Subject: Authorization for the City Manager to execute a multi-year contract with Optum Health for the Prairie Lakes Wellness Center.

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

This is a Medicare reimbursement program which allows seniors to utilize the Prairie Lakes Wellness Center at a reduced rate. Optum Health has not increased the price since 2020 due to a rollover clause, the first availability to set a price increase has been August, 2024.

FINANCIAL CONSIDERATIONS:

This contract represents a 5% increase in reimbursement to the Wellness Center from Optum Health for its participating members.

STAFF RECOMMENDATION / SUGGESTED MOTION:

Authorization for the City Manager to execute a multi-year contract with Optum Health for the Prairie Lakes Wellness Center.

ATTACHMENT(S):

[Prairie Lakes Wellness Center LLC - Optum Agreement 1-16-2020 signed](#)

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this “Agreement”) is entered into on January 16, 2020 (the “Effective Date”), by and between OptumHealth Care Solutions, LLC, including its affiliates (“Optum”) and Prairie Lakes Wellness Center, LLC, including its Participating Facilities (“Network”). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the “Parties” and individually as a “Party”.

WHEREAS, Network wishes to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum’s clients; and

WHEREAS, Optum provides its client’s Members access to the Fitness Passport Program (as further described in Appendix A); and

WHEREAS, Optum desires to include Network as part of its Fitness Passport Program offering so that Optum’s client’s Members may access the Fitness Passport Program.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder enrolled in a qualifying health plan that may or may not be a member of a Participating Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Facility.

Participating Facility: Each Network facility location, unless otherwise excluded as expressly stated in Appendix A herein that is obligated by this Agreement to participate in the Fitness Passport Program.

Network Facility Reimbursement: The amount of reimbursement Optum has agreed to remit to Network toward a Member’s monthly membership rate that Network represents has met the established Fitness Passport Program visit criteria as defined by Optum in Appendix A.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue for a period of twelve (12) months ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive twelve (12) month terms (each a "Renewal Term"), unless sooner terminated in accordance with Section 2.2 of this Agreement.

2.2 Termination. This Agreement may be terminated by any of the following:

- a) After the Initial Term, during any Renewal Term thereafter, either Party may terminate this Agreement at any time by giving a minimum one hundred twenty (120) days' written notice to the other Party;
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.

Notwithstanding the above, this Agreement shall terminate immediately upon delivery to the other Party of written notice of termination on the occurrence of one of the following:

- a) Bankruptcy, insolvency or the dissolution of either Party;
- b) Assignment of this Agreement by either Party without the permission of the other Party; or
- c) The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement. Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Facility shall provide all Members with unlimited visits to the Participating Facility and all standard Network services, during the hours of operation as advertised by the Participating Facility to include, if applicable, an initial orientation to a Participating Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Facility will provide Members with unlimited visits to Participating Facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and

federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re- directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management individual or team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network agrees that the only payment Optum is responsible for is in accordance with its obligation described in Section 4.1. The Member is responsible for all other costs, fees and charges related to services not included in the Network standard membership services. Network will not seek and will hold Optum harmless for any charges, fees, costs or expenses a Member may incur that are not part of the obligation of Optum under Section 4.1.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement: (a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed

by law, to permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials.

Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims,

liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

Except for claims indemnified hereunder, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

7.2 Indemnification. The Parties shall each indemnify and hold the other harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses the other incurs, including reasonable attorneys' fees ("Damages"), which arise out of the indemnifying Party's: (i) breach of this Agreement; (ii), negligence or willful misconduct. Network shall also indemnify Optum for (a) any damages arising from a claim by a third party as a result of services performed by a Participating Facility; (b) any damages incurred by Optum that result from Network's failure to comply with requirements of Section 3.3 Compliance with Applicable Laws; and (c) for any claim brought by a Member for the failure to deliver services by Participating Facility, or membership dues and/or associated fee disputes.

7.3 Indemnification Procedures. Promptly, upon becoming aware of any matter which is subject to the provisions of Article 7 (a "Claim"), the Party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other Party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party.

The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The Parties will cooperate in the settlement or defense and give each other full access to all relevant information.

If the Indemnifying Party: (i) fails to notify the Indemnified Party of the Indemnifying Party's intent to take any action within 30 days after receipt of a notice of a Claim; or (ii) fails to proceed in good faith with the prompt resolution of the Claim, the Indemnified Party, with prior written notice to the Indemnifying Party and without waiving any rights to indemnification, including reimbursement of reasonable attorney's fees and legal costs, may defend or settle the Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party will reimburse the Indemnified Party on demand for all Damages incurred by the Indemnified Party in defending or settling the Claim.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation,

express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network related to Network's obligations under this Agreement. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.7 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.8 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

8.9 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.10 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.11 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.12 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the

addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:

OptumHealth Care Solutions, LLC

Attn: Contracts Administration

11000 Optum Circle

Eden Prairie, MN 55344

Notice to Network:

Prairie Lakes Wellness Center, LLC

1515 NE 15th Street

Watertown, SD 57021

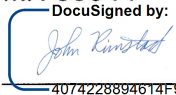
8.13 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC

11000 Optum Circle
Eden Prairie, MN 55344

Signature: 
4074228894614F9...

Print Name: John Rimstad

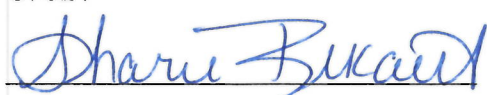
Print Title: Director Finance

Date: 2/5/2020

Internal Control No.: 00600451.0

Prairie Lakes Wellness Center, LLC

1515 NE 15th Street
Watertown, SD 57021

Signature: 

Print Name: Sharie Bekaert

Print Title: Office Manager

Date: 1/29/2020

Appendix A

Fitness Passport Program Fees and Description of Services

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre- determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.
- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network a pre-determined amount each calendar month for each participating Member, following Network's validation and representation that the Member has met the program criteria as defined by Optum below. The Network Facility Reimbursement payment is associated with a Member's cumulative number of visits to any Participating Facility. For the avoidance of doubt, the Network Facility Reimbursement payment is not applicable to each Participating Facility individually.

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member visits any Participating Facility during calendar month	\$3.20 per visit to Participating Facility with a maximum monthly payment of \$32.00 (10 visits)

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) **Participating Facility Membership Fees:** In connection with participating in the Fitness Passport Program, Network shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.
- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.
- c) Maintaining a Web site that provides Participating Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Facility. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.

- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a file format specified by Optum, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month (from zero visits to 12 or more visits per month). Network will report a Member's cumulative number of visits to any Participating Facility in the file containing usage data. Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Network will be responsible for accurate reporting monthly and correct any errors in reporting and will hold Optum harmless from any such errors. For purposes of this Agreement, Optum will only be responsible for those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement. Upon identifying any processing errors Network will promptly notify Optum of these errors and the errors will be corrected in the next month's payment cycle.
- e) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- f) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designated third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.
- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will provide the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.
- f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

- a) The Network Facility Reimbursement period for Network is calculated based on each calendar month only, regardless of the date of enrollment by the Member. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum commencing as of the month the Member enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

Fitness Passport Program Performance Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1 Minimum Standards

1.1 Customer Service: Participating Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to and from Participating Facilities and Optum	Response within two (2) business days
Member complaint and/or grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and work to resolve ninety-five percent (95%) of such disputes within seven (7) business days.

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix		
Network to provide Member usage file to Optum or Optum's designated third party*	Optum to provide eligibility verification file to Optum's third party	Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's designated account
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage**	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data**
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage received in and February

* If Optum notifies Network that Optum utilizes a third party to collect Member usage from Network, Network will provide Member's monthly usage reports to Optum's designated third party no later than by the fifth day of the month.

** Subject to timely receipt of usage data received by Network



City Council

Agenda Item

Subject: Approval of Change Order No. 1-Final for the 2024 Alley Improvement Project, Project No. 2413, with Timmons Construction Inc., for an increase of \$3,988.50 for a new contract price of \$116,762.00.

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

This is the final change order for the 2024 Alley Improvement Project which adjusts final quantities of bid items. This change order includes the additional removal areas and concrete for tie-ins to adjacent infrastructure and additional base course to replace unsuitable material beneath the existing alley.

This completes one of the remaining downtown alleys and there are two more downtown alleys to complete the initiative.

FINANCIAL CONSIDERATIONS:

The funding for this project has been budgeted in the Capital Improvement Fund, Account 212-43180-43902 in the amount of \$200,000. With approval of Change Order No. 1, the project is \$83,238.00 under budget.

Original Contract: \$112,773.50
Change Order #1: \$3,988.50
Final Contract: \$116,762.00

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director
Justin Petersen, City Engineer
Kraig Engen, Engineer Technician/Project Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:

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

I move to approve Change Order No. 1-Final for the 2024 Alley Improvement Project, Project No. 2413, with Timmons Construction Inc., for an increase of \$3,988.50 for a new contract price of \$116,762.00.

Agenda Item 10.(a) Approval of Change Order No. 1-Final for the 2024 All...

ATTACHMENT(S):

[Change Order No.1](#)

[Vicinity Map](#)

CHANGE ORDER NO.: 1

Owner: City of Watertown, SD
Engineer:
Contractor: Timmons Construction Inc.
Project: 2024 Tower Alley Improvements
Contract Name: 2024 Tower Alley Improvements
Date Issued: August 19, 2024

Owner’s Project No.: 2413
Engineer’s Project No.: 2413
Contractor’s Project No.:

Effective Date of Change Order: September 3, 2024

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

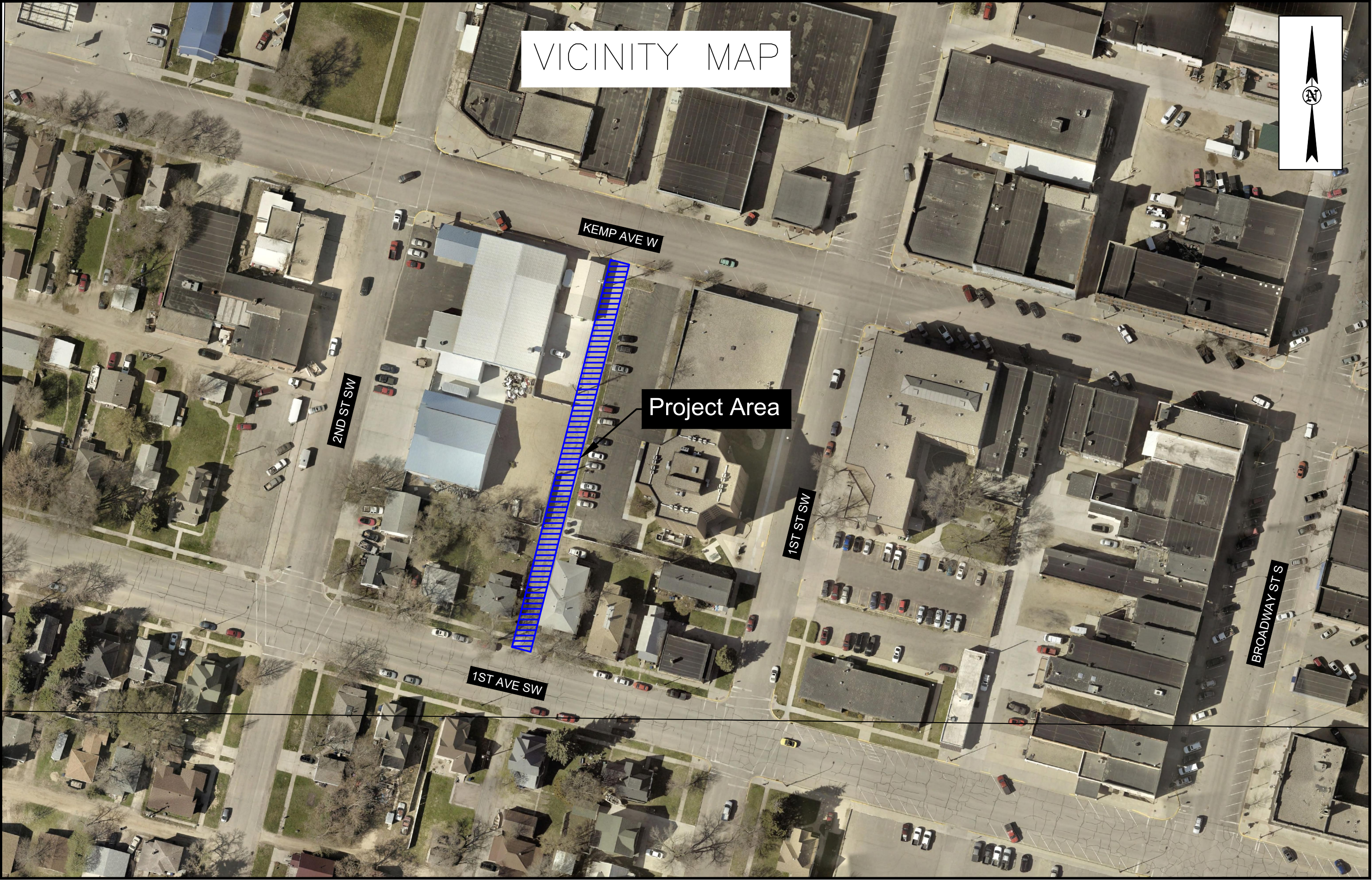
Description: **Added additional removals and concrete for tie-ins to existing concrete. Added base course in areas of unsuitable material.**

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

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 112,773.50	Original Contract Times: Substantial Completion: September 27, 2024 Ready for final payment: October 25, 2024
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 112,773.50	Contract Times prior to this Change Order: Substantial Completion: September 27, 2024 Ready for final payment: October 25, 2024
Increase this Change Order: \$ 3,988.50	[Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 116,762.00	Contract Times with all approved Change Orders: Substantial Completion: September 27, 2024 Ready for final payment: October 25, 2024

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	 Brad Timmons (Aug 15, 2024 19:22 CDT)
Title: _____	Brad Timmons
Date: _____	08/15/2024
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

Progress Estimate - Unit Price Work								Contractor's Application for Payment				
Owner:	City of Watertown							Owner's Project No.:	2413			
Engineer:	Kraig Engen							Engineer's Project No.:	2413			
Contractor:	Timmons Construction Inc.							Contractor's Project No.:				
Project:	2024 Tower Alley Improvements											
Contract:	2025 Tower Alley Improvements											
Application No.:		1		Application Period:		From	07/18/24	to	08/18/24	Application Date: 08/18/24		
A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information			Work Completed			Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Original Contract												
1	Mobilization	1	LS	\$ 13,000.00	13,000.00	1.00	13,000.00	-	13,000.00	100%	-	
2	Traffic Control, Miscellaneous	1	LS	\$ 1,350.00	1,350.00	1.00	1,350.00	-	1,350.00	100%	-	
3	Traffic Control Signs	65	S.F.	\$ 6.00	390.00	65.00	390.00	-	390.00	100%	-	
4	Type 3 Barricade, 6' Double Sided	6	Each	\$ 125.00	750.00	6.00	750.00	-	750.00	100%	-	
5	Remove Concrete Curb & Gutter	62	L.F.	\$ 18.00	1,116.00	62.00	1,116.00	-	1,116.00	100%	-	
6	Remove Concrete Sidewalk	356	S.F.	\$ 3.50	1,246.00	356.00	1,246.00	-	1,246.00	100%	-	
7	Remove Concrete Pavement	703	S.Y.	\$ 14.00	9,842.00	703.00	9,842.00	-	9,842.00	100%	-	
8	Remove Concrete Approach Pavement	17	S.Y.	\$ 14.00	238.00	17.00	238.00	-	238.00	100%	-	
9	6" Nonreinforced PCC Pavement	703	S.Y.	\$ 71.50	50,264.50	703.00	50,264.50	-	50,264.50	100%	-	
10	6" PCC Approach Pavement	17	S.Y.	\$ 80.00	1,360.00	17.00	1,360.00	-	1,360.00	100%	-	
11	B66 Concrete Curb and Gutter	62	L.F.	\$ 55.00	3,410.00	62.00	3,410.00	-	3,410.00	100%	-	
12	4" Concrete Sidewalk	52	S.F.	\$ 15.00	780.00	52.00	780.00	-	780.00	100%	-	
13	6" Concrete Sidewalk	304	S.F.	\$ 18.00	5,472.00	304.00	5,472.00	-	5,472.00	100%	-	
14	Remove Asphalt Concrete Pavement	14	S.Y.	\$ 24.00	336.00	14.00	336.00	-	336.00	100%	-	
15	Asphalt Concrete Composite	4	Ton	\$ 750.00	3,000.00	4.00	3,000.00	-	3,000.00	100%	-	
16	Unclassified Excavation	126	C.Y.	\$ 55.00	6,930.00	126.00	6,930.00	-	6,930.00	100%	-	
17	6" Aggregate Base Course, 6" PCC Nonreinforced Pavement	703	S.Y.	\$ 8.00	5,624.00	703.00	5,624.00	-	5,624.00	100%	-	
18	6" Aggregate Base Course, Curb & Gutter	62	L.F.	\$ 10.00	620.00	62.00	620.00	-	620.00	100%	-	
19	2" Aggregate Base Course, 4" Sidewalk	6	S.Y.	\$ 55.00	330.00	6.00	330.00	-	330.00	100%	-	
20	6" Aggregate Base Course, 6" Sidewalk	34	S.Y.	\$ 30.00	1,020.00	34.00	1,020.00	-	1,020.00	100%	-	
21	6" Aggregate Base Course, 6" PCC Approach Pavement	17	S.Y.	\$ 35.00	595.00	17.00	595.00	-	595.00	100%	-	
22	Landscaping	1	LS	\$ 5,100.00	5,100.00	1.00	5,100.00	-	5,100.00	100%	-	
23					-	-	-	-	-		-	
24					-	-	-	-	-		-	
Original Contract Totals					\$ 112,773.50		\$ 112,773.50	\$ -	\$ 112,773.50	100%	\$ -	
Change Orders												
6A	Remove Concrete Sidewalk	17	S.F.	\$ 3.50	59.50	17.00	59.50	-	59.50	100%	-	
7A	Remove Concrete Pavement	8	S.Y.	\$ 14.00	112.00	8.00	112.00	-	112.00	100%	-	
9A	6" Nonreinforced PCC Pavement	8	S.Y.	\$ 71.50	572.00	8.00	572.00	-	572.00	100%	-	
12A	4" Concrete Sidewalk	17	S.F.	\$ 15.00	255.00	17.00	255.00	-	255.00	100%	-	
17A	6" Aggregate Base Course, 6" PCC Nonreinforced Pavement	360	S.Y.	\$ 8.00	2,880.00	360.00	2,880.00	-	2,880.00	100%	-	
19A	2" Aggregate Base Course, 4" Sidewalk	2	S.Y.	\$ 55.00	110.00	2.00	110.00	-	110.00	100%	-	
Change Order Totals					\$ 3,988.50		\$ 3,988.50	\$ -	\$ 3,988.50	100%	\$ -	
Original Contract and Change Orders												
Project Totals					\$ 116,762.00		\$ 116,762.00	\$ -	\$ 116,762.00	100%	\$ -	





City Council

Agenda Item

Subject: First Reading of Ordinance No. 24-09, Zoning Text Amendment to Chapter 17.01 Wastewater System General Regulations of the Revised Ordinances of the City of Watertown.

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Together the Community Development, Engineering, and Wastewater Divisions of Public Works are proposing these amendments to Title 17 Wastewater Systems, Chapters 17.0102 and 17.0104 to clarify the language of how structures are to be connected to the sanitary sewer. Community Development Division oversees building permits, which is where the sanitary sewer connection is determined, but the wastewater utility is regulated by the Wastewater Division and Engineering Design Standards. This language ensures all Divisions are consistent with how the ordinance provision is administered.

FINANCIAL CONSIDERATIONS:

N/A

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director
Brandi Hanten, Community Development Manager
Robert Dari, Wastewater Superintendent

STAFF RECOMMENDATION / SUGGESTED MOTION:

First Reading; No Action

ATTACHMENT(S):

[Ordinance No. 24-09 Illustration](#)
[Ordinance No. 24-09](#)

FOR ILLUSTRATION PURPOSES ONLY

ORDINANCE NO. 24-09

**AN ORDINANCE AMENDING CHAPTER 17.01 WASTEWATER SYSTEM
GENERAL REGULATIONS OF THE REVISED ORDINANCES OF THE
CITY OF WATERTOWN**

BE IT ORDAINED by the City of Watertown, South Dakota, that Chapter 17.0102 and 17.0104 of the Revised Ordinances of the City of Watertown be amended as follows:

**Chapter 17.01
GENERAL REGULATIONS**

17.0102: USE OF PUBLIC SEWERS REQUIRED

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

1. It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of said City any sewage, wastewater or other objectionable waste.
2. It shall be unlawful to discharge to any waters of the State of South Dakota within the City, or in any area under the jurisdiction of said City, any sewage or other polluted wastes, except where suitable treatment has been provided in accordance with subsequent provisions of this ordinance and all applicable state and federal regulations.
3. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage or wastewater.
4. The owner(s) of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the City, and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of said City, is hereby required at the owner(s) expense to install suitable toilet facilities therein, and to connect such facilities ~~directly~~ with the proper public sanitary sewer in accordance with the provisions of this ordinance, within sixty (60) days after date of official notice to do so, provided that said public sanitary sewer is within two hundred (200) feet of the property line. (E-633, 09-20-93) (E-674)

17.0104: SANITARY SEWERS, BUILDING SEWERS AND CONNECTIONS

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

1. No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written excavation permit from the Office of the City Engineer.
2. It shall be unlawful for any person to make or cause to be made any excavation or tunnel in any street or avenue within this City for the purpose of making a connection with any public sanitary sewer located in such street or avenue, without first paying to the City, the cost of said sewer located within said street or avenue abutting upon the lot to which such connection is to be made, unless payment for said sewer so located in said street or avenue has therefore been made in full by the owner of such lot or his predecessor in interest. In case the building to which such sewer connection is to be made is situated or to be situated upon two lots, or part thereof, such payment shall include the cost of construction of such sewer abutting upon both such lots. Provided, however, that as to all sewers in connection with which the assessment roll has been subsequently filed in the office of the Finance Officer, or is hereafter filed, the only payment which shall be required prior to connection with said sewer shall be the making of all payments which are due, under their terms, at the time of such connection and in case the assessment roll has not been filed so as to cause the first installment to become due, then the first installment shall be paid prior to said connection with said sewer.
3. There shall be an excavation permit required for connection to a public sanitary sewer. The owner(s) or his

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

4. All costs and expense incidental to the installation and connection of the building sewer shall be borne by the owner(s). The owner(s) shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
5. A separate and independent building sewer shall be provided for every building; ~~except for the conditions below: where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer, but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.~~
 - a. Multiple buildings on the same lot and under the same ownership may share a common building sewer, as approved by the City Engineer in determining all separate or shared sewer service connections regulations are being met. At any time, when buildings sharing a common building sewer do not have common ownership or have the ability to be subdivided, a separate and independent building sewer is required for each owner.
 - b. Non-conforming subdivisions that do not meet current wastewater infrastructure standards are allowed to retain non-compliant service connections unless or until required by the City Engineer to be brought into conformance. If buildings under separate ownership are allowed to utilize shared lines, a maintenance agreement outlining the responsibilities for the shared line shall be established and a waiver of right to protest future direct connection to the public sanitary sewer shall be signed by all parties. The City will not assume responsibility of such shared line.
 1. Shared lines will be required to be separated when a public sanitary sewer is installed. The cost of the new public sanitary sewer and building sewer(s) shall be borne by the adjacent homeowner(s).
 - c. Other scenarios as determined applicable by the City Engineer.
- ~~5.6.~~ Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Superintendent, to meet all requirements of this ordinance.
- ~~6.7.~~ The size, slope, alignment, materials of construction of all sanitary sewers including building sewers, and the methods to be used in excavating, placing of the pipe, jointing testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City.
- ~~7.8.~~ Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.
- ~~8.9.~~ No person shall make connection of roof downspouts, foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

ORDINANCE NO. 24-09

AN ORDINANCE AMENDING CHAPTER 17.01 WASTEWATER SYSTEM GENERAL REGULATIONS OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN

BE IT ORDAINED by the City of Watertown, South Dakota, that Chapter 17.0102 and 17.0104 of the Revised Ordinances of the City of Watertown be amended as follows:

Chapter 17.01 GENERAL REGULATIONS

17.0102: USE OF PUBLIC SEWERS REQUIRED

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

1. The owner(s) of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the City, and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of said City, is hereby required at the owner(s) expense to install suitable toilet facilities therein, and to connect such facilities with the proper public sanitary sewer in accordance with the provisions of this ordinance, within sixty (60) days after date of official notice to do so, provided that said public sanitary sewer is within two hundred (200) feet of the property line. (E-633, 09-20-93) (E-674)

17.0104: SANITARY SEWERS, BUILDING SEWERS AND CONNECTIONS

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

5. A separate and independent building sewer shall be provided for every building except for the conditions below:
 - a. Multiple buildings on the same lot and under the same ownership may share a common building sewer, as approved by the City Engineer in determining all separate or shared sewer service connections regulations are being met. At any time, when buildings sharing a common building sewer do not have common ownership or have the ability to be subdivided, a separate and independent building sewer is required for each owner.
 - b. Non-conforming subdivisions that do not meet current wastewater infrastructure standards are allowed to retain non-compliant service connections unless or until required by the City Engineer to be brought into conformance. If buildings under separate ownership are allowed to utilize shared lines, a maintenance agreement outlining the responsibilities for the shared line shall be established and a waiver of right to protest future direct connection to the public sanitary sewer shall be signed by all parties. The City will not assume responsibility of such shared line.
 1. Shared lines will be required to be separated when a public sanitary sewer is installed. The cost of the new public sanitary sewer and building sewer(s) shall be borne by the adjacent homeowner(s).
 - c. Other scenarios as determined applicable by the City Engineer.

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

I certify that Ordinance No. 24-09 was published in the Watertown Public Opinion, the official newspaper of said City, on the ____ day of _____, 2024.

Kristen Bobzien, Chief Financial Officer

First Reading: September 3, 2024
Second Reading: September 16, 2024
Published: September 21, 2024
Effective: October 11, 2024

City of Watertown

Attest:

Kristen Bobzien
Chief Financial Officer

Reid Holien
Mayor



City Council

Agenda Item

Subject: First Reading of Ordinance No. 24-14, Amending the Zoning Map of the City of Watertown, SD, for a portion of property in Watertown Sales Pavilion 2nd Addition, from I-1 Light Industrial District to C-3 Highway Commercial District.

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The owner, Crockers, LLC/Bryan Crocker, has petitioned to rezone the Northwest portion of property located at 517 10th Avenue SW in the Watertown Sales Pavilion 2nd Addition from I-1 Light Industrial District to C-3 Highway Commercial District. The parcel contains 2.4 Acres or approximately 105,254 SF which conforms to the minimum district requirements of the C-3 Highway Commercial District.

The parcel currently contains zoning districts of I-1 and C-3. The portion of property that is currently zoned I-1 was platted as a separate lot prior to being combined with the C-3 lot that the Crocker's Collision Center structure exists. This rezone will create one zoning district within the parcel boundary that will be replatted as Lot 1 of Crockers First Addition if the rezone is approved, attached as an exhibit. The plat will be approved administratively as no infrastructure improvements are required and meets all other ordinance requirements for staff approval.

The Plan Commission recommended unanimous approval at the August 22, 2024, meeting (6-0).

Facts:

1. Adjacent Property Zoning Designation:
 - a. North→ C-3 Highway Commercial District
 - b. East→ I-1 Light Industrial District
 - c. South → C-3 Highway Commercial District
 - d. West→ I-1 Light Industrial District
 2. Rezone will extend to the centerline of the adjacent right-of-ways
 3. No floodplain in area
-

FINANCIAL CONSIDERATIONS:

N/A

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director
Brandi Hanten, Community Development Manager
Carla Heuer, Planner

STAFF RECOMMENDATION / SUGGESTED MOTION:

No Action; First Reading

ATTACHMENT(S):

[Application](#)

[Vicinity Map](#)

[Petition](#)

[Plat of Crocker's First Addition Exhibit](#)

[Ordinance No. 24-14](#)



RZ-24-6

Rezoning Application

Status: Active

Submitted On: 8/2/2024

Primary Location

517 10TH ST SW
WATERTOWN, SD 57201

Owner

CROCKERS LLC
517 10 ST SW WATERTOWN, SD
57201-

Applicant

 Colin DeJong
 +1 650-882-2371
 colindejong@iw.net
 1022 6th St SE
Watertown, SD 57201

Applicant Information

I the applicant am the...*

Project Agent

Project Information

Existing Legal Description*

The West 106' of the East 300' of the North 201.1' of the Southeast Quarter of the Northwest Quarter of Section 36, Township 117 North, Range 53 West of the 5th P.M., Codington County, South Dakota AND The North 150' of Lot 4 of the plat entitled, 'Lot 4 of Watertown Sales Pavilion Second Addition to the City of Watertown, South Dakota;' AND Lots 1 and 2 of the plat entitled, ' Lots 1, 2 & 3 of Watertown Sales Pavilion Second Addition to the City of Watertown, South Dakota

**Proposed Legal Description* **

Lot 1 Crockers First Addition

Reason for Rezone

To cleanup split zoning on property.

Size of site being rezoned (Acres)*	Size of site being rezoned (SF)
0.49	21344.4
Current Zoning Designation*	Proposed Zoning Designation*
I-1 Light Industrial District	C-3 Highway Commercial District

Property Owner Information

Name*	Phone Number*
Crockers, LLC / Bryan Crocker	605-886-2048
Email Address*	Mailing Address*
NA	517 10th St SW
City*	State*
Watertown	SD
Zip*	
57201	

Design Professional Information

Name*	Phone Number*
Colin DeJong	6058822371
Email Address*	Mailing Address*
COLINDEJONG@IW.NET	1022 6th St SE

City*

Watertown

State*

SD

Zip*

57201

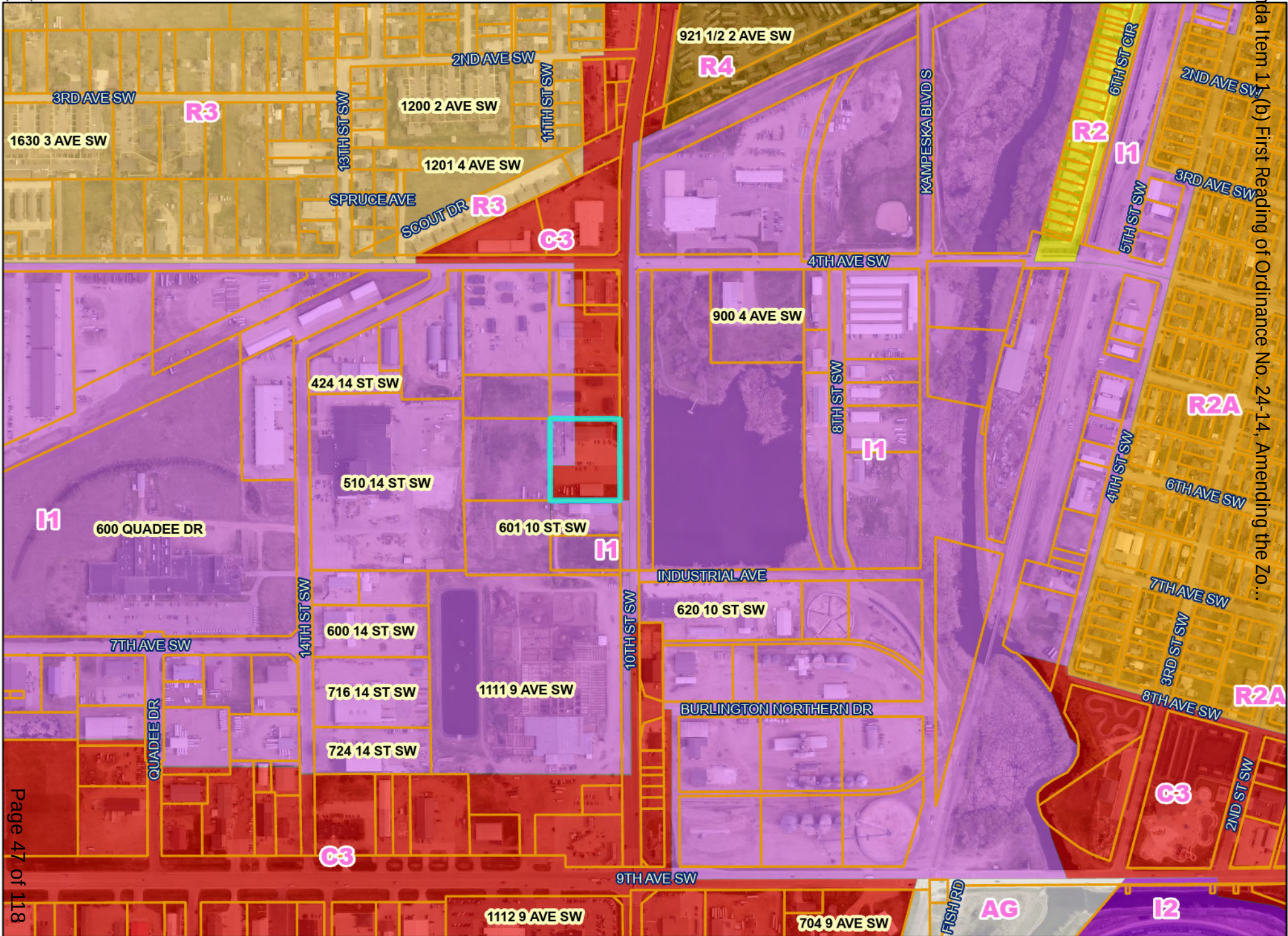
Applicant Signature

I agree that all information provided is true and accurate to the best of my knowledge.

Applicant Signature*

✓ Colin DeJong
Aug 2, 2024

Vicinity Map: 517 10th St SW



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

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

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

1. Your Petitioner(s), Crockers, LLC, respectfully request that the following described real property in the City of Watertown, Codington County, South Dakota, be re-zoned from its current designation as "I1 – Light Industrial District" to "C3 – Highway Commercial District".

The West 106' of the East 300' of the North 201.1' of the Southeast Quarter of the Northwest Quarter of Section 36 – Township 117 North – Range 53 West of the 5th P.M., Codington County, South Dakota. Subject property contains 21,316 +/- Sq. Ft.

Which upon platting will be a portion of Lot 1 of Crocker's First Addition to the Municipality of Watertown, in the County of Codington, South Dakota.

2. Petitioner is the owner of record of the above-described real property.
3. The petitioner intends to construct an addition on the west side of the existing building.
4. The following Exhibit is attached hereto and is by reference incorporated as part of this Petition:

Exhibit A – The West 106' of the East 300' of the North 201.1' of the Southeast Quarter of the Northwest Quarter of Section 36 – Township 117 North – Range 53 West of the 5th P.M., Codington County, South Dakota.

WHEREFORE, PETITIONER(S) REQUEST that the City Council of Watertown, South Dakota adopt an ordinance re-zoning the above-referenced real property from its current designation as "I1 – Light Industrial District" to "C3 – Highway Commercial District".

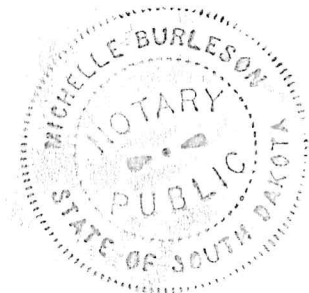
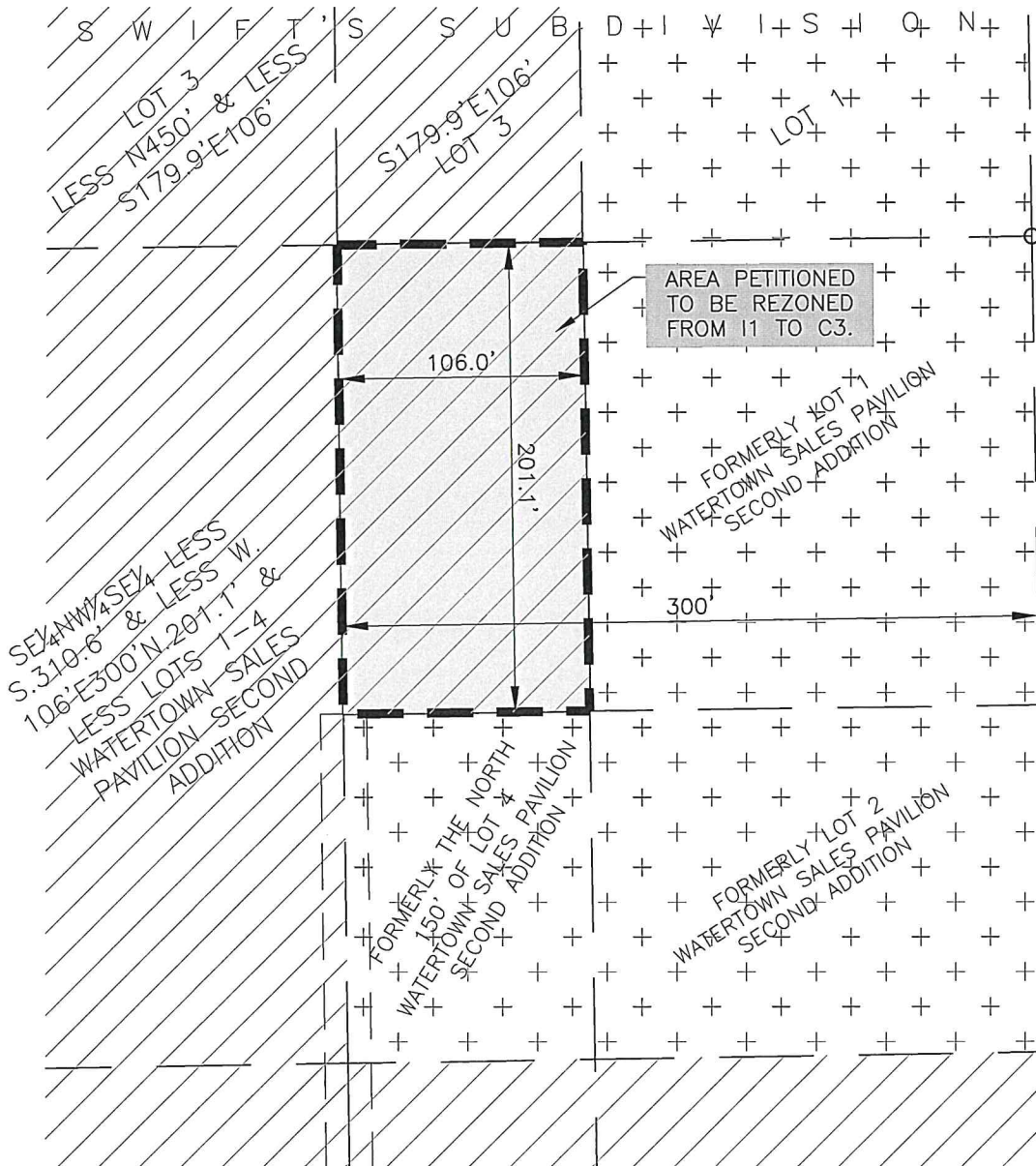


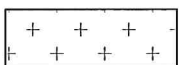
Exhibit A

The West 106' of the East 300' of the North 201.1' of the Southeast Quarter of the Northwest Quarter of Section 36, Township 117 North, Range 53 West of the 5th P.M., Codington County, South Dakota. Subject parcel contains 21,316+/- Sq. Ft.



10TH STREET SW / SD HIGHWAY NO. 20

ZONING DESIGNATIONS



C3 ZONING DESIGNATION



I1 ZONING DESIGNATION



Prepared By
AASON ENGINEERING COMPANY, INC.

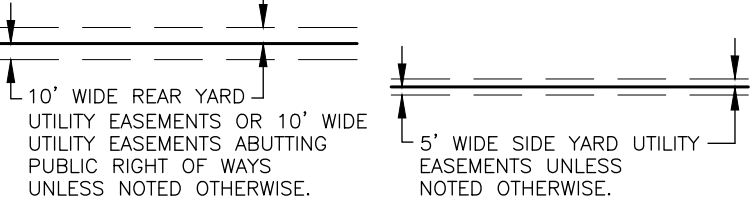
1022 SIXTH STREET S.E.
WATERTOWN, SD
Telephone 605-882-2371

PLAT OF
CROCKER'S FIRST ADDITION TO THE MUNICIPALITY OF
WATERTOWN IN THE COUNTY OF CODINGTON, SOUTH
DAKOTA.

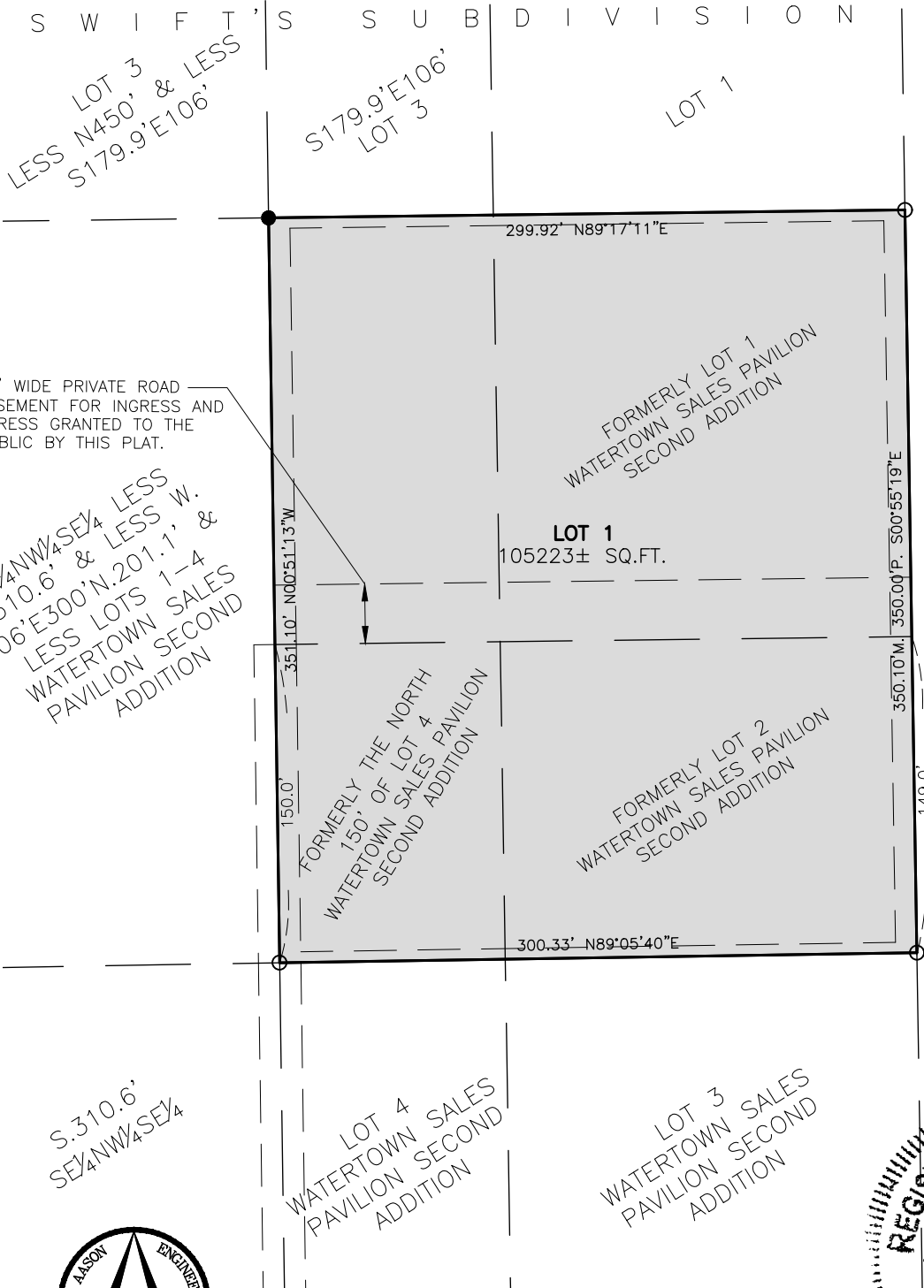
NOTE: THIS PLAT IS A REPLAT OF AND SHALL VACATE ALL OF LOTS 1 AND 2 OF THE PLAT ENTITLED, "LOTS 1, 2 & 3 OF WATERTOWN SALES PAVILION SECOND ADDITION TO THE CITY OF WATERTOWN, SOUTH DAKOTA. RECORDED IN BOOK "HP" OF PLATS ON PAGE 77; AND SHALL VACATE THE NORTH 150' OF LOT 4 OF THE PLAT ENTITLED, "LOT 4 OF WATERTOWN SALES PAVILION SECOND ADDITION TO THE CITY OF WATERTOWN, SOUTH DAKOTA. RECORDED IN BOOK "JP" OF PLATS ON PAGE 418.

June 27, 2024
Scale: 1"=100'
○ Monument Recovered
● ½"x18" Rebar w/ Plastic Cap
Stamped #11310 Set

NOTE: Bearings are based on UTM Zone 14 North – NAD83 coordinate zone. Ground Distances shown.



EASEMENT INFORMATION EASEMENT INFORMATION

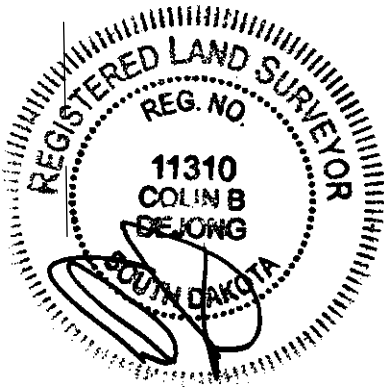


10TH STREET SW / SD HIGHWAY NO. 20



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

NOTE: This plat and the survey on which it is based was performed without the benefit of a title report and is subject to any encumbrances whether specified hereon or of record, if any.



Registered Land Surveyor

PLAT OF
CROCKER’S FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN
THE COUNTY OF CODINGTON, SOUTH DAKOTA.

PROPRIETOR'S CERTIFICATE

I, Bryan Crocker, acting agent for **Crockers**, the owner of the following described property: “The West 106’ of the East 300’ of the North 201.1’ of the Southeast Quarter of the Northwest Quarter of Section 36, Township 117 North, Range 53 West of the 5th P.M., Codington County, South Dakota AND The North 150’ of Lot 4 of the plat entitled, ‘Lot 4 of Watertown Sales Pavilion Second Addition to the City of Watertown, South Dakota;’ AND Lots 1 and 2 of the plat entitled, ‘Lots 1, 2 & 3 of Watertown Sales Pavilion Second Addition to the City of Watertown, South Dakota;” hereby certify that I have caused all of the foregoing described property to be surveyed and replatted into a parcel of land hereafter to be known as:

“Crocker’s First Addition to the Municipality of Watertown, in the County of Codington, South Dakota.”

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

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

In witness whereof I have caused these presents to be executed this 17th day of July, 2024.

[Signature]

Bryan Crocker
Acting Agent for Crockers, LLC

State of South Dakota)
County of Codington) ss

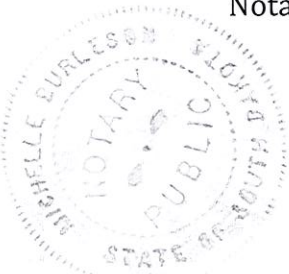
On this the 17th day of July, 2024, before me, personally appeared **Bryan Crocker, Acting Agent for Crockers, LLC**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

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

[Signature]

Notary Public

My Commission Expires: 9-28-2024



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

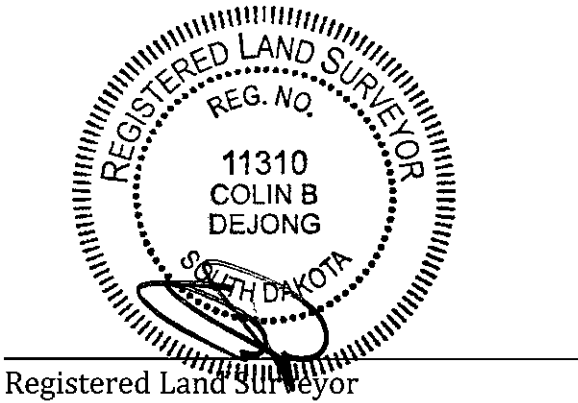
PLAT OF
CROCKER’S FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN
THE COUNTY OF CODINGTON, SOUTH DAKOTA.

SURVEYOR’S CERTIFICATE

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

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

I hereby set my hand and seal this 16TH day of JULY 2024.



HIGHWAY AUTHORITY’S CERTIFICATE

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

Dated this ____ day of _____, 20__

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

CITY ENGINEER’S CERTIFICATE

I, Heath VonEye, PE, Engineer for the City of Watertown, SD, have reviewed this plat and have found it to conform to the Subdivision requirements of Title 24 of the Revised Ordinances of the City of Watertown, SD and as such I approve this Plat as Final Plat.

Dated this ____ day of _____, 20__.

Attest:

Justin Petersen, PE
City of Watertown, SD

PLAT OF
CROCKER’S FIRST ADDITION TO THE MUNICIPALITY OF WATERTOWN, IN
THE COUNTY OF CODINGTON, SOUTH DAKOTA.

CITY FINANCE OFFICER’S CERTIFICATE

I, the duly appointed, qualified and acting Finance Officer of the City of Watertown, South Dakota, hereby certify that all special assessments, which are liens upon any of the land depicted and described in this plat, as shown by the records in my office on this_____ day of _____, 20__ have been paid in full.

Chief Financial Officer
City of Watertown, SD

TREASURER’S CERTIFICATE

I hereby certify that I am the duly elected, qualified, and acting Treasurer of Codington County, South Dakota, and I hereby certify that all taxes which would, if not paid, be liens upon any of the land depicted and described in this plat, as shown by the records in my office on this_____ day of _____, 20__ have been paid in full.

Treasurer
Codington County, SD

DIRECTOR OF EQUALIZATION CERTIFICATE

I, the Director of Equalization of Codington County, South Dakota, do hereby certify that a copy of this plat has been filed in my office on this_____ day of _____, 20__

Director of Equalization
Codington County, SD

REGISTER OF DEEDS CERTIFICATE

I hereby certify that I have received and filed for record this_____ day of _____, 20__ at _____ O’clock ____M. and duly recorded in Book _____ of Plats on Page _____.

Register of Deeds,
Codington County, SD

ORDINANCE NO. 24-14

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

BE IT ORDAINED by the City of Watertown, upon examination of the Petition to Change Zoning by Crockers, LLC/Bryan Crocker, the owner of real property described as:

The West 106' of the East 300' of the North 201.1' of the Southeast Quarter of the Northwest Quarter of Section 36—Township 117 North—Range 53 West of the 5th P.M., Codington County, South Dakota

Which upon replatting will be a portion of Lot 1 of Crocker's First Addition to the Municipality of Watertown, in the County of Codington, South Dakota

and based on the report and recommendation of the City Plan Commission in its Resolution No. 24-14, that the property be, and is hereby, rezoned from the existing designation of *I-1 Light Industrial District*, pursuant to Watertown Revised Ordinance §21.32 to *C-3 Highway Commercial District*, pursuant to Watertown Revised Ordinance §21.28.

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

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

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

I certify that Ordinance No. 24-14 was published in the Watertown Public Opinion, the official newspaper of said City, on this ____ day of _____, 2024.

Kristen Bobzien, Chief Financial Officer

First Reading: Tuesday, September 3, 2024
Second Reading: Monday, September 16, 2024
Published: Saturday, September 21, 2024
Effective: October 11, 2024

City of Watertown

Attest:

Kristen Bobzien
Chief Financial Officer

Ried Holien
Mayor



City Council

Agenda Item

Subject: First Reading of Ordinance No. 24-20, authorizing the Finance Officer to certify the Property Tax Levy to the Codington County Auditor.

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Each year the council must pass an ordinance establishing the annual tax levy. Upon approval of the ordinance the City Finance Officer will certify the annual tax levy to the County Auditor.

The property tax brought before council is calculated using a 3% CPI as set forth by the State of South Dakota and an estimated growth of 1.6%. The certified property tax for 2025 results in an increase over 2024 in the amount of \$174,467.

FINANCIAL CONSIDERATIONS:

NA

STAFF RECOMMENDATION / SUGGESTED MOTION:

This is the first reading of Ordinance 24-20; no action required.

ATTACHMENT(S):

[2025 Property Tax Levy Ordinance - No. 24-20](#)

ORDINANCE NO. 24-20

AN ORDINANCE AUTHORIZING THE FINANCE OFFICER TO CERTIFY THE PROPERTY TAX LEVY TO THE CODINGTON COUNTY AUDITOR

BE IT ORDAINED by the City Council of the City of Watertown, South Dakota, the Finance Officer is hereby directed to certify the following amount of property tax levy made in this Ordinance to the County Auditor of Codington County, South Dakota, in the manner provided for by law.

General Fund	\$ 4,458,654
--------------	--------------

This Ordinance is declared to be for the support of the City Government and its existing public institutions and shall be in full force and effect from and after its passage and publication.

DATED this ____ day of _____, 2024.

City of Watertown

Attest:

Kristen Bobzien
Finance Officer

Ried Holien
Mayor

(SEAL)

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

I certify that Ordinance No. 24-20 was published in the Watertown Public Opinion, the official newspaper of said City, on the day of , 2024.

Kristen Bobzien, Finance Officer

First Reading: September 3, 2024
Second Reading: September 16, 2024
Adopted: September 16, 2024
Published: September 21, 2024



City Council

Agenda Item

Subject: Application for a transfer of a Retail (on-off sale) Malt Beverage & SD Farm Wine license and Video Lottery license from Tommy's Lanes Inc d/b/a Tommy's Lanes Inc, 16 S Maple, Lot 11 & S ½ of Lot 12, Blk 10, Original Plat Addn to Larry Bachman, d/b/a Larry Bachman (INACTIVE), 4021 20th Ave SW, Lot 4 Horning 3rd Addition 3-116-53.

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Fees have been paid and the Notice of Hearing has been published on 08/24/2024. License will be transferred as an **inactive** license.

As Tommy's Lanes owns a Retail (on-sale) Liquor License with Video Lottery, they will be able to maintain their current business operations.

FINANCIAL CONSIDERATIONS:

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

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the application for a transfer of a Retail (on-off sale) Malt Beverage & SD Farm Wine license and Video Lottery license from Tommy's Lanes Inc d/b/a Tommy's Lanes Inc, 16 S Maple, Lot 11 & S ½ of Lot 12, Blk 10, Original Plat Addn to Larry Bachman, d/b/a Larry Bachman (INACTIVE), 4021 20th Ave SW, Lot 4 Horning 3rd Addition 3-116-53.

ATTACHMENT(S):

[Bachman](#)

Agenda Item 12.(a) Application for a transfer of a Retail (on-off sale) ...

Date Received _____
Date Issued _____

License No. RB-3400

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

LARRY BALTMAN
4021 20th AVE SW
WATERTOWN SD 57201

Owner's Telephone #: 605-881-5851

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.**

B. Business Name and Address

LARRY BALTMAN INACTIVE
4021 20th AVE SW
WATERTOWN SD 57201

Business Telephone #: 605-881-5851

Place of business is located in a municipality? ☐ Yes ☒ No

County: Codington

Do you own or lease this property? ☒ Own ☐ Lease

Are real property taxes paid to date? ☒ Yes ☐ No

D. Legal description of licensed premise:

Lot 4 Hornings 3rd ADD.
3-116-53

Have you ever been convicted of a felony? ☐ Yes ☒ No

E. State Sales Tax Number _____

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 8-16-24 Print Name LARRY BALTMAN Signature Larry Balman

H. APPROVAL OF LOCAL GOVERNING BODY – Notice of hearing was published on 8/24/24. Public hearing on the application was held 9/3/24, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held ☐

Amount of fee collected with application \$ 200.00

Amount of fee retained \$ 125.00 # 3436, 3437

Forwarded with application \$ 75.00 # 3435

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

Agenda Item 12.(a) Application for a transfer of a Retail (on-off sale) ...

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

Name of corporation/partnership/LP LLC _____

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

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

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

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

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

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

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

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



City Council

Agenda Item

Subject: Approval of a Private Hangar Ground Lease Agreement at the Watertown Regional Airport, with Blacklist, LLC, in the annual amount of \$1,125.00.

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Blacklist, LLC. is seeking a ground lease for private hangar space to build a 75' x 75' hangar on Block PB Lot B/D. The ground lease is for a total of 5,625 square feet at \$0.20 cents a square foot. The total annual payment will be \$1,125.00 with a 2% annual increase.

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.

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director

STAFF RECOMMENDATION / SUGGESTED MOTION:

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

I move to approve a Private Hangar Ground Lease Agreement at the Watertown Regional Airport, with Blacklist, LLC, in the annual amount of \$1,125.00.

ATTACHMENT(S):

[Blacklist Ground Lease](#)

AIRPORT PRIVATE HANGAR AREA GROUND LEASE AGREEMENT

This Lease Agreement made this _____ day of September 2024, by and between the CITY OF WATERTOWN, a municipal corporation, by and through its WATERTOWN REGIONAL AIRPORT, 550 Airport Drive, Watertown, South Dakota, 57201, hereinafter “LESSOR”, and BLACKLIST LLC, a South Dakota limited liability company, with a business address of 502 Main Avenue, Suite 301, Lake Norden, SD 57248, hereinafter “LESSEE,” and is subject to the following terms and conditions:

1. Leased Premises.

LESSOR hereby leases to LESSEE the following described property, referred to herein as Leased Premises, to wit:

PRIVATE HANGAR SPACE CONSISTING OF APPROXIMATELY 5625
SQUARE FEET

with LESSEE’s privately owned 75’x 75’ hangar situated thereon, and located at that area identified on Exhibit A as “Block PB Lot B/D” attached hereto and incorporated by reference.

2. Term.

This Lease shall be for a term of twenty-five (25) years beginning October 1, 2024. LESSEE shall have the option to renew the Lease for one additional ten (10) year term upon similar terms, provided the parties successfully negotiate a new lease rate. LESSEE must provide written notice to LESSOR of his intent to renew not more than one-hundred eighty (180) days or less than sixty (60) days prior to the expiration of the original term.

3. Use of Premises by LESSEE.

- A. LESSEE shall have the right to use the leased premises for the following primary activities: Maintenance, repair and storage of aircraft owned or operated by LESSEE; Aeronautical and Aviation related educational activities; and automobile parking only on designated areas. Additional storage of material and equipment may be permitted by the Airport Manager.
- 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. LESSEE shall be responsible for employees, vendors, business invitees and/or contract personnel when they are on the leased 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. LESSEE specifically agrees that access to the aeronautical area, for himself, his agents, guests or invitees shall be permitted only to individuals possessing and

displaying an Access Gate Card issued by the Watertown Regional Airport. LESSEE hereby acknowledges that at the time of executing this Lease, the cost of each Access Gate Card is currently five dollars (\$5.00) and as further amended annually by resolution of the City Council, which sum shall be paid prior to any card being issued, or any access to the aeronautical area being taken. LESSEE agrees that any card lost or damaged will be replaced at LESSEE's sole expense and LESSEE agrees to immediately notify the Airport Manager if any Access Gate Card is lost, stolen or damaged.

- D. FUEL: 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, during the first five (5) years of this Lease Agreement, to pay LESSOR a fuel flow fee of \$0.04 per gallon for each gallon of fuel brought onto the Leased Premises. Such amount shall be itemized and paid yearly when ground rent is paid. LESSOR will review and has the exclusive option to increase the fuel flow rate at the end of the five (5) year period.
- E. LESSEE is always required 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. Rent.

LESSEE shall pay as rental for said space to LESSOR the sum of \$0.20 (Twenty cents) per square foot for a total annual rent payment of \$1,125.00 (One Thousand One Hundred Twenty-Five Dollars) for the first 12 months of the term. In addition, LESSEE shall pay for all utilities provided to the leased premises in a timely manner.

Rent will automatically increase annually by 2% (two percent) on October 1, 2025 and will be automatically increased by an additional 2% (two percent) amount, on that same date, each year thereafter.

Lease term will expire September 30, 2049. At the expiration of the initial term of this Lease Agreement, the rent rate shall be re-established as provided in Paragraph 2, *supra*.

Rent will be delinquent if not paid prior to the 10th day of October each year. Late or unpaid rents will bear a fee of 10% per month from the 1st day of each month until paid in full. Payment of rent will be in legal tender and submitted to the City of Watertown Finance Office, 23 2nd Street NE, Watertown SD 57201.

5. Construction and Maintenance of Leased Premises.

- A. Any construction, e.g., structural, pavement, signage, landscaping, etc., will comply with applicable construction and building codes. Written specifications for such construction must be submitted to the Airport Manager and receive written approval prior to construction. In addition, LESSEE shall, within six (6) months of substantial completion of hangar construction, be required to construct an asphalt apron over and upon the taxi lane located adjacent to the hangar constructed by LESSEE. LESSEE shall be required to maintain said apron in good repair and in a manner that ensures its fitness for its intended purpose. LESSOR agrees that it will perform all snow removal over the apron constructed by LESSEE provided the essential operational needs of the airport have first been met prior to providing such snow removal. LESSOR and LESSEE acknowledge that LESSEE shall not be charged any rent for that portion of airport property occupied by the apron he is required to construct and maintain; and that LESSOR may cause the asphalt apron to be removed during the term of this Lease which may result in the construction of a replacement taxiway.
- B. All exterior colors utilized on any structure located on the leased premises shall be subject to the prior written approval of the Airport Manager.
- C. Any exterior signage shall comply with any applicable city ordinances or codes and shall further be subject to the prior written approval of the Airport Manager.
- D. LESSEE will submit any new construction plans to the Federal Aviation Administration for review and approval.
- E. LESSEE shall at all times keep and maintain any hangar or structure on the Leased Premises, together with 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. No outside storage shall be allowed on the Leased Premises. LESSEE may temporarily park aircraft directly in front of the hangar structure only upon the paved apron. Temporary parking of aircraft shall be less than twenty-four (24) hours in any forty-eight (48) hour period.
- F. Trash and other wastes will be properly disposed of by the LESSEE, at LESSEE's sole expense, and the sanitary sewer shall not be used to dispose of toxic and hazardous materials or chemicals. LESSEE specifically agrees that he 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.
- G. Toxic and hazardous materials stored on the premises will be stored and disposed of according to applicable local, state and federal laws and regulations.

- H. LESSEE shall be permitted to conduct self-fueling of aircraft described in paragraph 3, *supra*, in accordance with all applicable federal, state and local regulations.

6. Loss and Liability Over and Upon Leased Premises.

LESSEE shall keep and maintain an insurance policy in 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. A certificate covering conditions described shall be filed at the Watertown Regional Airport within thirty (30) days from the date of this Agreement. Notice of certificate renewal is required prior to policy expiration, and a new certificate shall be filed within fifteen (15) days.

LESSEE will, during the term hereof, defend, indemnify, and hold LESSOR harmless and from any and all lawsuits, claims, damages, liabilities, fines, expenses, and demands, including without limitation court costs and reasonable attorney's fees, arising out of or in connection with any claim by a third party resulting from the negligence or willful misconduct of LESSEE or relating to the Leased Premises. This includes specifically, but not limited to, personal injury and property damage claims arising out of or incidental to the use, maintenance or operation by LESSEE or his employees or agents, of any of the structures, appliances, equipment or operations referred to in this Agreement. The provisions of this indemnification provision shall survive the expiration or sooner termination of this Agreement for claims that arose prior to termination.

7. 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 and re-enter the premises. In that event, LESSEE agrees to give quiet and peaceful possession of the premises to LESSOR, or any of its agents. A 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 all legal remedies that LESSOR may have for default and breach of this Lease Agreement.

8. Equal Employment and Affirmative Action.

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 discrimination against any person or group of persons in any manner prohibited by law and LESSOR has the right to take such actions as the City, State, or Federal Government may direct to enforce such covenant.

9. Assignment and Subletting.

This agreement shall be binding upon the heirs, legal representatives and successors in 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. It is further understood and agreed that the term "sublet" as contained herein, shall except the normal leasing of one or more hangar spaces for such periods of time as may be consistent with the terms of this lease. Assignment to a corporation of this lease, of which the named LESSEE has a 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, 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. The LESSEE, without prior consent of LESSOR, may assign this lease to any department, bureau, corporation, administration, authority, or other instrumentality of the government of the United States or of the State of South Dakota or any South Dakota State or National Bank for the purpose of securing a loan from such government of the State of South Dakota or from the United States.

10. Miscellaneous.

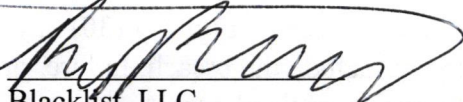
- A. This Agreement is non-exclusive, and LESSOR reserves the right to make any other or similar agreements with any person or persons, firms, or corporations, relative to other premises at the Watertown Regional Airport.
- B. The LESSEE shall not allow any mechanic's or materialmen's liens against the airport property of LESSOR.
- C. Either party may terminate the Lease 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 become unsightly, then upon thirty (30) days' written notice, LESSOR has the right to make repairs and the cost will 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. LESSOR reserves the right to the air space above the leased property and a fence and utility right of way within ten (10) feet of the outside boundary of the leased property (shown on Exhibit A). In the event the utilities located on the leased property require excavation or maintenance, LESSEE shall allow the LESSOR necessary and reasonable access for performance of such maintenance or excavation.
- F. LESSEE agrees that this Lease is subordinate to any agreements with the United States Government necessary during time of national defense emergency.

- G. 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, the Airport Manager, or the Airport Board regarding LESSEE's operations on airport premises.
- H. It is an express condition of this Lease that within two (2) years of its execution, LESSEE shall cause a hangar to be constructed on the leased premises in accordance with Paragraph 5, *supra*, and that any failure by LESSEE to commence or complete such construction within such two (2) year period will constitute a breach of this Lease, and such breach will terminate this Lease Agreement. Upon such breach, LESSEE agrees to quit and surrender the premises without any right or recourse.
- I. Upon termination of this Lease Agreement, for whatever cause, LESSEE will, within 90 days of such termination, have the right to enter upon Leased Premises for the limited and exclusive purpose of removing LESSEE's hangar and any personal property of LESSEE and to restore LESSOR'S property to the condition existing at the time this Lease Agreement was executed.

11. Choice of Law.

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

LESSEE:


Blacklist, LLC

CITY OF WATERTOWN:

Amanda Mack, City Manager

ATTEST:

Kristen Bobzien
Finance Officer
(SEAL)

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

On this the ____ day of _____, 2024, before me, the undersigned officer, personally appeared Amanda Mack and Kristen Bobzien, who acknowledged themselves to be the City Manager and Finance Officer, respectively, of the City of Watertown, a municipal corporation, and that they as such City Manager and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Watertown City by themselves as City Manager and Finance Officer.

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

Notary Public

(SEAL)

My Commission Expires:

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

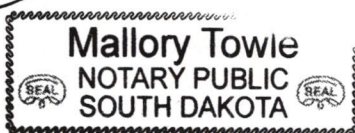
On this the 26th day of August 2024, before me, the undersigned officer, personally appeared Raygen Randall, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Mary T...
Notary Public

(SEAL)

My Commission Expires: 02.14.2029





City Council

Agenda Item

Subject: Authorization for the City Manager or her Designee to sign a lease and any ancillary documents necessary to effectuate the transaction with MADJIK LLC.

Meeting: City Council - Sep 03 2024

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

BACKGROUND INFORMATION:

The 27-year-old Thunder Road entertainment venue was originally constructed and operated by an investor group and has been run independently since its inception. The unique aspect of the original agreement was that although the facility and its improvements were privately funded, the ownership of the buildings and attached improvements was assumed by the City.

The original leaseholder reassigned the lease to John Sperry in 2012 and Mr. Sperry has operated the facility under the terms of the original lease since that time.

Mr. Sperry wishes to retire and has been actively looking to sell the business operation. There has been interest from the MADJIK LLC investor group to have the lease reassigned to them with amendments to the original agreement.

FINANCIAL CONSIDERATIONS:

Up to this point, the City has realized annual revenues averaging \$5272.00 over the last 10 years from Thunder Road's seasonal operation while having little to no costs associated with the upkeep or improvements for this asset. The new group has expressed an interest in a year round operating model. With a year round operation and added attractions, annual City revenues would be estimated to be in the \$25,000 - \$30,000 range based on 5% of gross sales.

Under the new lease the City would be responsible for insuring the structures and providing for the building infrastructure needs. (HVAC, plumbing, roof, foundation)

The additional expected revenues will likely offset those expenses.

The leaseholder is responsible for liability, business and personal property insurance as well as the daily operations and maintenance.

The proposed agreement provides the City with a passive revenue stream without adding full operational and maintenance cost while providing for a community recreation alternative.

STAFF RECOMMENDATION / SUGGESTED MOTION:

Agenda Item 12.(c) Authorization for the City Manager or her Designee to...

I move to approve Authorization for the City Manager or her Designee to sign the lease and any ancillary documents necessary to effectuate the transaction.

ATTACHMENT(S):

[FEC Lease CITY+MADJIK LLC \(Thunder Road\)](#)

FAMILY ENTERTAINMENT CENTER (FEC)
LEASE

THIS LEASE AGREEMENT, (this "Lease") is made as of _____, 2024 (the "Effective Date") by and between the City of Watertown, through its Department of Parks, Recreation, and Forestry, with offices at 23 2nd Street NE, Watertown, SD 57201 ("CITY") and MADJIK LLC, a South Dakota limited liability company, whose address is 825 3rd Street SW, Watertown, South Dakota, 57201 ("LESSEE").

RECITALS

- A. There currently exists a Family Entertainment Center (FEC) Lease dated April 15, 1996 together with any and all amendments thereto (the "Original Lease"). MADJIK LLC has entered into a purchase agreement with the current LESSEE for the business conducted under the name of Thunder Road of Watertown, Inc.
- B. MADJIK LLC desires to enter into this Lease with the CITY to continue operations of the business conducted currently under the name of Thunder Road and any other ancillary services and activities as part of a family entertainment center.
- C. The terms of the Original Lease will remain in force and effect as to the period ending on 11:59 P.M. prior to the Effective Date; which shall be as of the date of closing of the purchase by MADJIK LLC.

The terms contained in this Lease shall apply to and be effective with respect to the period from and after the Effective Date, without novation, replacement, or substitution of the Original Lease, and the leasehold estate of LESSEE shall mean the lease hold estate commencing under this Lease.

In consideration of the mutual covenants and agreements herein contained, LESSOR and LESSEE agree as follows:

1. LEASED PREMISES

The CITY leases to LESSEE and LESSEE takes and leases the real property described and shown on Exhibit A which is a portion and part of the following legal description:

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

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

with a current address of 825 3rd Street SW, Watertown, South Dakota and referred to as the Family Entertainment Center ("FEC") currently being operated under the name Thunder Road. Said leased area shall hereinafter be referred to as the "Premises". LESSEE, agrees and accepts lease of the Premises subject to the conditions and covenants herein contained, for the term of years hereinafter specified.

2. OPERATING SEASON

For the purpose of this Lease, "operating season" shall mean the period of time in any calendar year commencing on the date when LESSEE shall open its facilities for use and enjoyment of the public and ending on the date when the LESSEE shall close its facilities to the public. The Parties agree that at a minimum the operating season will be from Memorial Day through Labor Day.

3. TERM OF LEASE

The initial term of the Lease will commence on _____, 2024 and end on _____, 2039 unless renewed under Section 4 for an additional term. The City owns and is leasing to LESSEE, the real estate and all buildings and appurtenances including, but not limited to, the ticket/concession building, maintenance/storage building, indoor entertainment center, go kart track and pit area, picnic shelter, parking lot, and miniature golf area.

4. OPTION TO RENEW

Upon completion of the fifteen (15) year initial term of this Lease, the LESSEE at its option, may renew this lease for an additional term of fifteen (15) years, upon similar terms, conditions and covenants contained herein. LESSEE's option to renew shall be exercised automatically, unless notice of intent to cancel is provided to the CITY in writing at least six (6) months prior to the termination of the 15-year initial term. The CITY may increase the lease rate as part of the renewal to be negotiated in good faith between the Parties.

5. PURPOSE AND IMPROVEMENTS

LESSEE shall provide for the operation and maintenance of the FEC and appurtenances, and the Premises shall be used only for such purposes unless consent to some other use is obtained from the CITY in writing.

- A. *Optional Items and Services.* LESSEE has the option of developing any of the following: Bumper Boats, Batting Cages, and ancillary upgrades within the Premises. If LESSEE desires to pursue the development of additional concessions and alcohol sales or upgrades to the Premises, LESSEE will be required to first obtain permission of the CITY and submit plans and specifications for CITY approval.
- B. *Non-discrimination.* The LESSEE agrees that the FEC provided for herein shall be equally available to all members of the public without discrimination. LESSEE agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this Lease with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, sex, religion, or national origin.

6. RENT

LESSEE shall pay to the CITY as rent for the use of the Premises the following:

- A. From all revenues related to the leased premises in this lease and for as long as the LESSEE is operating the FEC on the leased premises, the LESSEE shall pay the CITY five percent (5%) of its gross receipts for annual gross receipts of \$500,000 or less.
- B. LESSEE will pay the CITY two and a half percent (2.5%) of all annual gross receipts over \$500,000.

Percentage payments due the CITY shall be based on gross receipts, exclusive of State and local sales taxes, and shall be paid monthly on or before the 15th day of the month, covering the receipts of the previous month and shall be accompanied by a verified statement showing receipts. Late or unpaid rents will bear a fee of 10% per month from the 1st day of each month until paid in full. Payment of rent will be in legal tender and submitted to the City of Watertown, Finance Office, 23 2nd Street NE, Watertown SD 57201.

7. POSSESSION AND MAINTENANCE

LESSEE agrees that all equipment used under this Lease shall be of good quality and shall be subject to the approval of the CITY. LESSEE shall have sole possession of and responsibility for maintenance of the Premises, including all improvements constructed thereon. The CITY shall have the right to inspect the Premises and to impose reasonable regulations to insure proper care, maintenance, and upkeep of the Premises. The degree of maintenance shall be in keeping with the standard of the CITY's park system. The CITY, through its Director of Parks, Recreation, and Forestry, will have the right to require that the Premises and improvements thereon meet general standards of other commercially owned and operated FECs.

- A. *Maintenance and Repairs by CITY.* Lessor shall maintain the foundation, the exterior walls, and structural portions of the Premises (including load-bearing interior walls and columns), roof of the Premises, and the HVAC system in good repair; provided, however, that CITY shall not be required to make any repairs occasioned by the act, omission or negligence of Lessee, or Lessee's customers, invitees, agents, contractors, employees, servants, assignees, licensees or concessionaires. If the Premises should become in need of repairs required to be made by CITY hereunder, LESSEE shall give prompt written notice thereof to CITY. All maintenance and repairs by CITY is contingent upon available funds and approval, when necessary, of the CITY Council.
- B. *Maintenance and Repairs by LESSEE.* The LESSEE shall be responsible for the reasonable repairs, maintenance, and general appearance of the area. LESSEE shall at all times keep and maintain the leased premises, together with 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.
- C. *Deficiencies in Maintenance and Repairs.* The CITY shall advise the LESSEE in writing of any deficiency in maintenance of the Premises. If the deficiency is not corrected by LESSEE within a reasonable and appropriate period, the matter shall be submitted to an administrative appeal under Title 7.22 of the Revised Ordinances of the City of Watertown and as further amended.

8. OPERATIONS

In its operation on the leased premises, LESSEE shall observe all applicable Federal, State and Municipal laws and shall take such actions as may be necessary for the protection of health, safety, and well-being of the public.

A. *Waste Disposal.* Trash and other wastes will be properly disposed of by LESSEE, and LESSEE will not permit the accumulation or storage of any waste or any other type of refuse to occur upon the leased premises. The LESSEE shall not permit garbage and other refuse to accumulate or to gather in or around the concession. All garbage and refuse shall be placed in garbage receptacles which will be provided by the LESSEE.

B. *Utilities.* LESSEE is responsible for payment of all utilities during the Lease Term in addition and separate from Rent and shall transfer utilities into the name of LESSEE during the Lease Term.

C. *Advertising.* For purposes of promoting the facility, the CITY may from time to time join with the LESSEE in dispensing promotional materials.

D. *Alcohol Sales.* LESSOR agrees that LESSEE shall be eligible to make application for issuance, or renewal, of a malt beverage license over and upon the above-described leased Premises, with the express acknowledgment that the approval of such license shall rest solely in the discretion of the Watertown City Council.

1. LESSEE may utilize the leasehold premises, during the period this Lease is in effect, for all lawful recreational purposes, including the operation of a concession providing licensed sale of malt beverages. LESSEE agrees, that notwithstanding the ability of a malt beverage license holder to sell and dispense malt beverages in a manner and at times permitted under state law, LESSEE agrees to voluntarily restrict the sale of malt beverages at the licensed facility in the following manner:

- a. No malt beverage shall be sold after 11:00 p.m. on any night; and
- b. No malt beverage will be sold for consumption off the licensed premises.
- c. LESSEE agrees that, at all dates and times when it is permitted to engage in malt beverage sales, it will prevent patrons from bringing onto the leased premises any alcoholic beverage which was not purchased from LESSEE's concession operation.

E. *Condition and Surrender of Property.* The Premises shall be in at least as good condition, ordinary wear and tear excepted, when surrendered at the end of the lease period as it was when first leased by the LESSEE.

F. *Equipment Provided by LESSEE.* The LESSEE shall, at his own cost and expense, furnish and maintain in good usable condition a sufficient amount of equipment as may be necessary to

properly furnish the services herein provided for and in a manner acceptable to the Director of the Parks, Recreation & Forestry Department.

- G. *Sanitation.* LESSEE shall keep the premises in a clean condition to comply with public health standards and shall be subject to inspection by the Watertown Health Department.
- H. *Furnish of Labor, Material, and Services.* The LESSEE shall furnish all labor, materials, supplies, services and equipment necessary to maintain, in a clean, orderly and inviting condition satisfactory to the Director of the Parks, Recreation & Forestry Department, all premises used and occupied by the LESSEE in the operation of the concessions, activities, and alcohol sales, together with the area surrounding same as affected by said LESSEE. The CITY shall have the right at all times to examine and inspect the concessions, activity areas, for operational efficiency at any time that it deems necessary.
- I. *Employees.* The LESSEE shall, at his own cost and expense, provide a sufficient number of employees to serve the public promptly and efficiently and in a safe manner, taking into due consideration the nature of the activity and having a sufficient number of employees and having the employees positioned and stationed in the right locations to allow the activity to be carried on in a safe manner.
- J. *Pricing of Services to Public.* The CITY and LESSEE agree that the FEC will be patronized by people of all ages and by people or family groups having moderate or average incomes. Rates shall be reasonable for similar services in similar surrounding communities and prominently posted in the sales area (point of purchase) by the LESSEE.
- K. *Sales Reports and Sales Tax Documentation.* Applicable sales tax may be charged on the sale of concession items. Percentage paid the Parks, Recreation & Forestry Department by the LESSEE will be on total gross sales which excludes State and local sales tax. LESSEE shall supply a point-of-sale system acceptable to the CITY for recording daily concessions, activities, and alcohol sales. The monthly sales reports will be due the fifteenth (15th) of the month following the opening of the concessions and by the fifteenth (15th) of each succeeding month of operation thereafter. The CITY reserves the right to audit the point-of-sale system at least once a month or any time that it deems necessary.
- L. *Signs.* Hours of operation shall be posted on the Premises by the LESSEE for the public's information. Public signs for which the LESSEE is responsible must be appropriately located, accurate, attractive and well maintained. Signs of a permanent nature shall be prepared in a professional manner and in accordance with city ordinances related to signage.
- M. *Ordinance, laws and regulations.* The LESSEE will abide by all applicable laws, rules, regulations, and ordinances of the United States, State of South Dakota, County of Codington, and CITY. It shall be the obligation of the LESSEE to apply for, pay for, and obtain all permits and licenses required by the various agencies (as enumerated above) to operate the concession, activity, sale of alcohol, and to sell the merchandise approved herein.

Q. *Accounting and reports.* The LESSEE will be required to submit on or before the 15th of April for the concession operation, a Financial Report on the season's operation on blanks furnished by the CITY. The LESSEE shall keep such books, records, and recording devices as directed by the CITY showing accurate and complete data on all receipts and disbursements in connection with the operation of all concessions, services, and alcohol sales provided for herein. The CITY and its accounting and auditing officers shall have the right at reasonable times and places to examine and audit all of said books, records, and recording devices and to reexamine and reaudit same. The LESSEE shall render to the Director of the Parks, Recreation & Forestry Department on the fifteenth day of each and every month of operation during the term of the contract a detailed statement showing all total gross receipts in connection with the operation of said concessions, services, and alcohol sales during the preceding calendar month.

1. The term "total gross sales" as herein used shall be deemed to mean the total price paid to the LESSEE by persons purchasing the commodities or using the services provided for hereunder; provided that in computing said total gross sales there shall not be deducted from such total gross sales the amounts retained by or paid to the LESSEE's salesperson or employees as commission on sales of said commodities and services or any reductions whatsoever.

9. INDEMNIFICATION

The LESSEE agrees to perform and faithfully to observe and comply with all the conditions, regulations, and provisions prescribed herein and further to indemnify, save and keep harmless the CITY, its officers, agents, and employees of and from all liability, lien, judgment, costs, damages and expense of whatsoever kind, including costs and reasonable attorney's fees, which may in any way be suffered by the CITY or by any of its officers, agents, employees, or which may accrue against or be charged to or recovered from the CITY, to its said officer, agents, or employees by reason of or arising out of the operations of the FEC including all services, concessions, and alcohol sales herein provided for the privileges granted, as aforesaid, or for or on account of any act or thing done or suffered or omitted to be done under the authority, or supposed authority, of such grant. 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 all acts including third-party claims and negligence of LESSEE, including specifically, but not limited to, personal injury and property damage claims arising out of or incidental to the use, maintenance or operation by LESSEE or his employees or agents, of any of the structures, appliances, equipment or operations referred to in this Agreement.

10. LOSS AND LIABILITY OVER AND UPON THE LEASED PREMISES - INSURANCE.

During the term of this lease, LESSEE shall procure and keep in force, or shall where appropriate, require LESSEE's contractors and subcontractors to procure and keep in force, the following insurance:

- A. *Workmen's compensation insurance.* LESSEE will maintain workmen's compensation insurance sufficient to meet State of South Dakota statutory requirements, including \$100,000 employer's liability coverage, protecting all employees of LESSEE and require it for employees of its contractors or subcontractors during the term of this Lease.

- B. *General commercial liability.* LESSEE shall keep and maintain both a general liability insurance policy and an alcohol liability insurance policy with a minimum amount of coverage of One Million Dollars (\$1,000,000.00) for any one accident or occurrence. These policies shall name LESSOR, CITY of Watertown and their agent and employees, as an additional insured. A certificate covering conditions described shall be filed at the CITY within thirty (30) days from the date of this Lease. Notice of certificate renewal is required prior to policy expiration, and a new certificate shall be filed within fifteen (15) days.
- C. *LESSEE's property coverage.* LESSEE acknowledges that LESSOR maintains no policy or coverage over and upon any personal property, equipment, contents, or activity located or conducted on the Premises. In the event LESSEE elects to obtain insurance coverage for any property located or stored upon or within the leased premises, such coverage will be obtained at LESSEE's sole expense.
- D. *Additional Insurance Required of LESSEE.* Any insurance required by any lender or third-party of LESSEE for improvements or purchases made by LESSEE shall be at LESSEE's sole expense. The CITY may require an increase in insurance limits be obtained by the operators of the FEC and based upon standard practices of municipalities.
- E. *Notice of Cancellation or Change in Insurance.* LESSEE agrees that thirty (30) days' notice in writing shall be given the CITY in the event of cancellation, termination or material change of any insurance policy required hereunder. Insurance coverage cannot be canceled unless a thirty (30) day notice of cancellation is provided to the CITY.

11. IMPROVEMENTS.

- A. *Improvements by CITY.* All capital improvements to be financed by the City will be agreed upon between the Parties and submitted through the budget process for City Council approval.
- B. *Improvements by LESSEE.* The LESSEE will not make any alterations or improvements to the FEC, apart from trade fixtures, without the express written consent of the CITY. If the LESSEE or its officers, employees, agents alter or make improvements to the FEC without the CITY's consent, the CITY may require that:
 - 1. The LESSEE, at its sole expense, remove such alteration or improvement and restore the FEC to its original condition; or
 - 2. The CITY may remove such alteration or improvement and restore the FEC to its original condition. In such instance, the LESSEE will reimburse the CITY for the cost of such work.
 - 3. The CITY may require the improvements, alterations, or fixtures installed by the LESSEE remain upon expiration of the Agreement and shall become the property of the City.

- C. *Approval and compliance.* The plans for any improvements by the LESSEE will be provided to the City for approval. Any constructed improvements will be in accordance with all applicable City ordinances, building codes, and regulations.
- D. *Improvements in Lieu of Rent.* The Parties agree that certain improvements may arise that cannot be supported by the CITY's budget. In those instances, the CITY may approve certain improvements by LESSEE in lieu of rent or in partial payment of rent. Any agreement for certain improvements to be funded by LESSEE in lieu of rent will be in writing as an amendment to this Lease and executed by both parties. Such amendment will be approved and executed by the City Manager or designee, in consultation with the Director of Parks, Recreation, and Forestry.

12. ASSIGNMENT OF LEASE

Except as provided in this paragraph, this Lease will not be assigned in whole or in part, unless and until the CITY approves such assignment in writing, which approval shall not be unreasonably withheld. Upon written request by the CITY, the identity of the holder or holders to any mortgage, deed of trust or security instrument and all individuals, corporations, or parties having a financial interest as investors or shareholders with the LESSEE in this lease, shall be provided to the CITY by LESSEE. Total gross receipts derived from the operation of any sublease of the Premises or acts thereof pursuant to this section shall be included as leased premises related revenues and therefore gross receipts pursuant to Section 6.

13. PLEDGE OF LEASE

It is understood that in borrowing funds, LESSEE cannot place a mortgage on the Premises or the fixed improvements placed thereon. However, it is contemplated that LESSEE may be required to borrow funds for equipment, additional improvements, alterations, repairs or for other purposes. Accordingly, it is agreed that LESSEE shall at all times during the term of this lease have the right to grant rights of security in this Lease and the leasehold rights of LESSEE created by this Lease provided, however, that any such rights of security shall at all times be subject to, and the right, title and interest of the CITY as owner of the Premises and fixed improvements placed thereon and the right of the CITY to require the payment of all rentals due hereunder and the full and faithful performance of the covenants and conditions of this Lease by the LESSEE. Subject to any such rights of security, the CITY shall have a lien upon all personal property not duly exposed to sale, owned by LESSEE and used on the Premises to secure the payment of the rentals as they respectively come due hereunder. Documents reflecting such interest shall be executed at the request of the City.

At any time during the term of this Lease, LESSEE or anyone holding under LESSEE shall be in default of any of the covenants or conditions of this lease, then and in such event, before forfeiture is invoked by the CITY, the holder of any rights of security granted by LESSEE hereunder may make any and all payments and do and perform any and all acts and things which may be necessary or required to prevent a forfeiture of this Lease, and the party making such payments or performing such acts or things shall thereby and thereupon be subrogated to all rights of the LESSEE under this Lease.

The CITY agrees that, if requested in writing by the holder of any such rights of security, the CITY will send to the said holder at the address specified in such written request copies of all written notices or demands which the CITY may serve upon LESSEE or anyone holding under LESSEE under and pursuant to the terms of this Lease or otherwise.

It is understood, however, that the holder of such rights of security, shall in no way be liable to the CITY for the payment of any rent or for the performance of any other covenant or conditions under this Lease until such time as it shall acquire by conveyance from the LESSEE, or by the foreclosure or other proceedings provided by law or by the terms of any written instrument, all the rights, title and interest of the LESSEE under this Lease: provided, however, that any party who shall acquire said rights, title and interest of LESSEE, as above provided, shall thereupon and thereby become liable for the full performance and all payments theretofore and thereafter required to be made by LESSEE under the covenants and conditions of this Lease, as fully and completely and to the same extent as the LESSEE itself would have been if it still had retained its right, title and interest hereunder.

14. CANCELATION AND FORFEITURE

In the event LESSEE shall be declared bankrupt according to law, or if any assignment shall be attempted to be made of this Lease for the benefit of creditors (other than as herein permitted) or if LESSEE shall abandon the leased premises or in the event rental due hereunder remains unpaid for thirty (30) days after notice of nonpayment given to LESSEE, then in any of said events, the CITY may declare the lease to be terminated and may enter into and upon the land covered by this lease or any part thereof and repossess the same (including any and all improvements and installed fixtures) and expel the LESSEE and those claiming under it and remove its effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any other remedies which might otherwise be used for possession or for arrears of rent. In the event of a dispute as between the CITY and LESSEE regarding the amount of rental payments owed by the LESSEE to the CITY, any amount of rental payments which both parties agree to be due shall be paid forthwith, and total amount to be paid shall be determined by a qualified and recognized firm of certified public accountants mutually agreed upon by the CITY and LESSEE who has not been previously employed by either party audited the accounts or records in question. If such determination indicated the CITY's figures are most nearly correct, the cost of the audit shall be paid by LESSEE. If such determination indicates LESSEE'S figures to be most nearly correct, the cost of the audit shall be paid by the CITY, provided, however, that LESSEE shall pay the cost of audit if the figures, accounts and/or records furnished to the CITY by LESSEE are incorrect.

15. WAIVER OF DEFAULT

Any waiver by the CITY of any default or breach of this Lease shall not be construed to be a continuing waiver of such default or breach nor as a waiver or permission, express or implied, of any other or subsequent default or breach.

16. FORCE MAJEURE

If by reason of strike, lockout, war, rebellion, material or labor shortage due to a national emergency, fire, flood, hurricane or other casualty, periods of excessive rain, or by any other matter not within its control, the CITY or LESSEE in good faith and without fault or neglect on its part is prevented or delayed in the performance of any condition except as relates to rental

payments or the maintenance of insurance which, under the terms of this Lease, it is required to do so perform within a specified period of time, the period of time equal to that of such delay or prevention, and the CITY or LESSEE, as the case may be, shall not be deemed to be in default if it diligently performs and completes such work or specified period of time as so extended.

17. EASEMENTS

This lease is subject to all easements across the Premises that are on record in the offices of the Register of Deeds of Codington County.

18. GENERAL CLAUSES

A. *Binding on Heirs and Assigns.* All references to the parties to this Lease and all covenants, conditions and agreements of this Lease shall apply to and be binding upon the CITY and LESSEE and their respective heirs, executors, administrators, legal representatives, successors and assigns (when assignment is made in accord with the provisions hereof) as if they were in each case fully named and stated. In this Lease both the CITY and LESSEE are referred to in the singular and neuter gender. However, such words and all other terms and words used in this Lease regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender, masculine, feminine or neuter, as the sense of the writing herein may require, the same as if such words had been fully properly written in the required number and gender.

B. *Notices.* All notices to the CITY shall be sent by certified or registered mail addressed to the DIRECTOR, Watertown Park and Recreation & Forestry, PO Box 910, Watertown, 57201, or at such other address as the CITY may in writing from time to time designate by written notice to the LESSEE with a copy to City Attorney, PO Box 910, Watertown, SD 57201. All notices to the LESSEE shall be sent by certified or registered mail addressed to the Registered Agent for MADJIK LLC, 1125 Konrady Drive NE, Watertown, SD 57201 or as further amended and on file with the South Dakota Secretary of State.

C. *Governing Law, Severability.* This lease is made under the applicable laws of the State of South Dakota and if any term, clause, provision, part or portion of this Lease shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Lease shall not be affected thereby and invalid or illegal term, clause, provision, part or portion shall be deleted and ignored as if the same has not been written.

D. *Amendment.* This Lease may be altered, modified or amended only by written instruments signed by LESSEE and the CITY.

E. *Approval.* Unless specifically stated otherwise, wherever in this lease a provision is made for "approval" or "review and approval", such "approval" or "review and approval" it will be made by the Director of Parks, Recreation and Forestry, who is hereby designated as the representative of the CITY to whom all submissions requiring prior approval shall be made before construction or after action is initiated. Plans and specifications shall be stamped or note

as "Approved" and shall become a part of this contract as a record of the constructed facility. This does not negate any approval by a division of the City granted with the authority to issue permits or licenses.

THE PARTIES AGREE THAT EACH HAS OBTAINED THE NECESSARY AUTHORIZATIONS TO EXECUTE THIS AGREEMENT AND BE BOUND BY THE TERMS CONTAINED HEREIN AS EVIDENCED BY THEIR SIGNATURES BELOW

LESSEE/MADJIK LLC

LESSOR/CITY OF WATERTOWN

Kyle Wiesner, Authorized Member
and Registered Agent

Amanda Mack, City Manager

ATTEST:

Kristen Bobzien
Finance Officer

(SEAL)



City Council

Agenda Item

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

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

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

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve Ordinance No. 24-18, an Ordinance Amending Title 12 - Licenses and Regulations, repealing Section 12.10 regarding Security Guard in its entirety.

ATTACHMENT(S):

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

ORDINANCE NO. 24-18

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

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

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

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

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

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

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

TITLE 12

LICENSES AND REGULATIONS

Chapter

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

Chapter 12.10

SECURITY GUARD
RESERVED

Section

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

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

~~12.1001: LICENSE REQUIRED~~

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

~~12.1002: APPLICATION FOR LICENSE~~

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

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

~~12.1003: INVESTIGATION BY CHIEF OF POLICE~~

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

~~12.1004: STANDARDS FOR ISSUANCE OF LICENSE~~

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

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

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

~~12.1005: STANDARDS APPLICABLE TO EMPLOYEES~~

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

~~12.1006: NOTICE OF REJECTION~~

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

~~12.1007: APPEAL PROCEDURE~~

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

~~12.1008: LICENSE FEE~~

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

~~12.1009: CONDITIONS OF LICENSING~~

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

~~12.1010: INSURANCE REQUIRED~~

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

~~12.1011: PROMULGATION OF REGULATIONS~~

~~The Finance Officer, upon recommendation of the Chief of Police, shall have the authority to enact and enforce reasonable rules and regulations for the operation of security guards in the interest of public safety, morals and welfare and to effectuate the general purpose of this ordinance. (E-446-1)~~

~~12.1012: DUTIES OF LICENSEE~~

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

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

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

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

Kristen Bobzien, Finance Officer

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

City of Watertown

Attest:

Ried Holien, Mayor

Kristen Bobzien, Finance Officer



City Council

Agenda Item

Subject: Approval of Resolution No. 24-21, Resolution Establishing a Public Infrastructure cost recovery for upsizing sanitary sewer for The Lakes of Willow Creek First Addition Development.

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

This resolution is to establish a Public Infrastructure cost recovery for the upsizing of sanitary sewer installation related to The Lakes of Willow Creek First Addition development. The cost recovery will be charged on a pro-rata basis for each improvement as the land adjacent to 28th St SE / 28th St NE have pulled a building permit.

The Developer was asked to upsize the sanitary sewer from 8-inch to 10-inch to account for the larger service area shown in Exhibit A. The difference in cost between 8-inch sanitary and 10-inch sanitary is \$22.15 per linear feet, so the additional cost to the Developer for installing 2,534 linear feet of 10-inch sanitary sewer is \$56,128.10.

FINANCIAL CONSIDERATIONS:

The funding for this project has been budgeted in the Capital Improvement Fund, Account 212-43180-43919. The completed upsizing price is \$56,128.10 with the City recovering the costs when all property within Section 28 SW $\frac{1}{4}$ and SE $\frac{1}{4}$, Section 27 SW $\frac{1}{4}$, Section 33 NE $\frac{1}{4}$ and SE $\frac{1}{4}$, Section 34 NW $\frac{1}{4}$ and SW $\frac{1}{4}$ T117N R52W requests building permits.

The sanitary sewer cost recovery is a per acre cost allocation and shall be equal to the actual project cost for sanitary sewer is \$113.49 per acre multiplied by a time value factor for properties that will be serviced by the upsized sanitary sewer in The Lakes of Willow Creek First Addition, Watertown, South Dakota (Exhibit A).

OVERSIGHT / PROJECT RESPONSIBILITY:

Heath VonEye, Assistant City Manager/Public Works Director
Justin Petersen, City Engineer
Marci Lewno, Engineer I

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of the resolution with the following motion:

Agenda Item 13.(a) Approval of Resolution No. 24-21, Resolution Establishing a Public Infrastructure cost recovery for upsizing sanitary sewer for The Lakes of Willow Creek First Addition Development.

ATTACHMENT(S):

[Resolution No 24 - 21](#)

[Exhibit A - Sanitary Sewer Cost Recovery Area](#)

RESOLUTION NO.: 24 - 21

**RESOLUTION ESTABLISHING A SANITARY SEWER COST RECOVERY TO BE
LEVIED UPON CERTAIN PROPERTY SPECIFICALLY BENEFITTED BY A SANITARY
SEWER INSTALLATION IN THE LAKES OF WILLOW CREEK FIRST ADDITION**

WHEREAS the City of Watertown has authorized the upsizing of a sanitary sewer, for The Lakes of Willow Creek First Addition Development, which includes upsizing of approximately 2,500 lineal feet of sanitary sewer of 8-inch sanitary sewer to 10-inch sanitary sewer; and

WHEREAS the costs of upsizing will initially be borne by the City of Watertown; and

WHEREAS this project is a public improvement, which will directly benefit the property through or adjacent to which the sanitary sewer is constructed; such property is located within Section 28 SE ¼, Section 27 SE ¼, Section 33 NE ¼ and SE ¼, Section 34 NW ¼ and SW ¼, Township 117 North, Range 52 West of the 5th Principal Meridian, see Exhibit A; and

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

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

WHEREAS The upsizing of the sanitary sewer, for The Lakes of Willow Creek First Addition Development, was completed in October of 2021 with a final cost of \$56,128.10; the land within Section 28 SW ¼ and SE ¼, Section 27 SW ¼, Section 33 NE ¼ and SE ¼, Section 34 NW ¼ and SW ¼, T117N R52W totals 494.56 Acres in size and is considered most likely to develop and utilize The Lakes of Willow Creek First Addition Development upsized sanitary sewer and has therefore been identified as the Cost Recovery Service Area; and the per acre project cost is therefore calculated to be \$113.49.

NOW, THEREFORE, BE IT RESOLVED, that a portion of the total cost of the sanitary sewer installation described herein be recouped by the City in the following manner:

1. Each property within Section 28 SW ¼ and SE ¼, Section 27 SW ¼, Section 33 NE ¼ and SE ¼, Section 34 NW ¼ and SW ¼, T117N R52W and requesting service from The Lakes of Willow Creek First Addition Development shall be allocated its pro rata share of the project cost according to the acreage of property to be served by the sewer; and,
2. The per acre cost so allocated shall be equal to the actual 2021 per acre project cost of \$113.49 multiplied by a time value factor; and
3. The time value factor shall be calculated at the time of building permit approval, and shall be equal to the current U.S Bureau of Labor Statistics reported Consumer Price Index for All Urban Consumers (CPI-U) divided by the October 2021 CPI-U of 276.589; and
4. Pro rata share shall become due and payable, to the City of Watertown upon approval of a building permit which includes a benefited parcel, or any portion thereof. Payment shall be collected prior to approval of said building permit.

Dated this ____ day of _____, 202__.

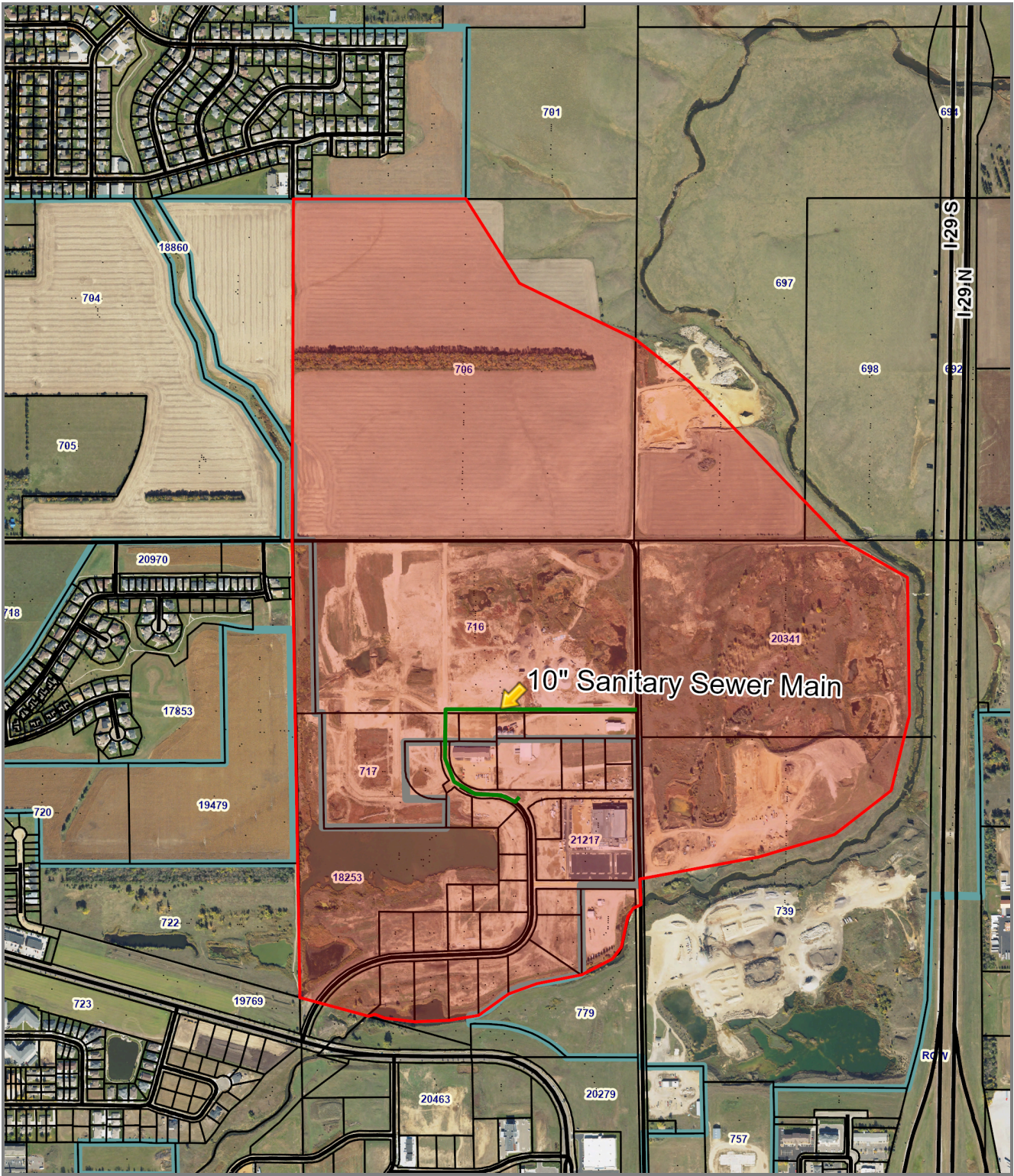
CITY OF WATERTOWN

ATTEST:

Ried Holien
Mayor

Kristen Bobzien
Finance Officer

(SEAL)



Codington County
South Dakota

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 1128 feet
8/22/2024



City Council

Agenda Item

Subject: Resolution No. 24-24 to dissolve TIF District #2, comprising Mallard Pointe Industrial Park, after duration of twenty years.

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

TIF #2 is dissolved based on SDCL 11-9-25; the duration of the allocation has met the twenty years effective at the end of 2024. This resolution will be sent to the County and State after approval.

11-9-25. Allocation to municipality of tax increments--Duration of allocation. Positive tax increments of a district shall be allocated to the municipality that created the district for each year from the date when the district is created until the municipality has been reimbursed for expenditures previously made, has paid all monetary obligations, and has retired all outstanding tax increment bonds. However, in no event may the positive tax increments be allocated longer than twenty years after the calendar year of creation.

FINANCIAL CONSIDERATIONS:

An inter-fund loan was established to cover the cost of infrastructure improvements to the TIF district. That loan has not be paid off. A future resolution will come before the City Council to write-off the loan balance at the close of 2024.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve Resolution No. 24-24 dissolving Tax Incremental District #2, comprising Mallard Pointe Industrial Park after duration of twenty years.

ATTACHMENT(S):

[RES 24-24 Dissolve TIF #2](#)

RESOLUTION NO. 24-24

A RESOLUTION DISSOLVING TAX INCREMENTAL DISTRICT NUMBER TWO, COMPRISING MALLARD POINTE INDUSTRIAL PARK, AFTER MATURITY OF TERM YEARS

WHEREAS on August 2, 2004, the Watertown City Council approved, per SDCL 11-9-5, the project plan for, and creation of, “Tax Incremental District Number Two, City of Watertown,” a district that then, as now, corresponds to the Mallard Pointe Industrial Park within the City of Watertown;

WHEREAS the City Council of the City of Watertown is authorized to dissolve this TIF pursuant to SDCL 11-9-25.

NOW, THEREFORE, BE IT RESOLVED by the City of Watertown that, pursuant to SDCL 11-9-25, the City Council dissolves “Tax Incremental District Number Two, City of Watertown”, effective December 31, 2024.

Dated at Watertown, South Dakota, this 16th day of September, 2024.

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

I hereby certify that Resolution No. 24-24 was published in the Watertown Public Opinion, the official newspaper of said City, on the 21st day of September, 2024.

City of Watertown

Attest:

Kristen Bobzien
Chief Financial Officer

Ried Holien
Mayor



City Council

Agenda Item

Subject: Resolution No. 24-25 to oppose the passing of Initiated Measure 28.
Meeting: City Council - Sep 03 2024
From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Initiated Measure 28, if passed, would remove state, municipal and tribal taxes on all items sold for human consumption except alcohol and prepared food.

FINANCIAL CONSIDERATIONS:

The City of Watertown levies a two-percent sales tax and collected \$20,993,300 in the 2023 fiscal year and \$12,076,376 year-to-date in the 2024 fiscal year;
The City of Watertown estimates annual lost revenue of \$2,189,462 or 10.4% unless Initiated Measure 28 is rejected by voters in South Dakota.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve Resolution No. 24-25 opposing the passing of Initiated Measure 28 on consumables.

ATTACHMENT(S):

[Resolution IM28 2024 FNA edits - Copy](#)

RESOLUTION 24-25
CITY OF WATERTOWN, SOUTH DAKOTA

WHEREAS Initiated Measure 28 was certified for the November 2024 General Election Ballot by the South Dakota Secretary of State;

WHEREAS Initiated Measure 28, if passed, would remove state, municipal and tribal taxes on all items sold for human consumption except alcohol and prepared food;

WHEREAS “human consumption” is undefined in South Dakota Codified Law or the South Dakota Constitution. Black’s Law Dictionary defines “consumption” as “the act of destroying a thing by using it; the use of a thing in a way that exhausts it.”;

WHEREAS South Dakota Codified Law 34-45-1(7) defines tobacco products as “any item made of tobacco intended for human consumption, including cigarettes, cigars, pipe tobacco, and smokeless tobacco, and vapor products as defined in § 34-46-20.”;

WHEREAS South Dakota Codified Law 10-52-2 allows incorporated municipalities to impose a tax on the sale, use, storage and consumption of items that conform in all respects to the state tax on such items up to two percent;

WHEREAS the Attorney General’s explanation of the measure states legislative or judicial clarification would be needed if the measure passes;

WHEREAS The City of Watertown levies a two-percent sales tax and collected \$20,993,300 in the 2023 fiscal year and \$12,076,376 year-to-date in the 2024 fiscal year;

WHEREAS The City of Watertown estimates annual lost revenue of \$2,189,462 or 10.4% unless Initiated Measure 28 is rejected by voters in South Dakota.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Watertown, that Initiated Measure 28 would negatively impact the municipal budget in our community.

Dated this _____ day of September 2024

, Mayor

ATTEST:

, Finance Officer



City Council

Agenda Item

Subject: Approval of an Amendment to the Development Agreement with J&J Land Sales, LLC for The Lakes of Willow Creek First Addition Development.

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

This Amendment revises the Development Agreement with the developer, J&J Land Sales LLC, for The Lakes of Willow Creek First Addition development recorded on October 7, 2021, to reimburse the Developer for upsizing the sanitary sewer.

The Developer was asked to upsize the sanitary sewer from 8-inch to 10-inch to account for the larger service area shown in Exhibit A. The difference in cost between 8-inch sanitary and 10-inch sanitary is \$22.15 per linear feet, so the additional cost to the Developer for installing 2,534 linear feet of 10-inch sanitary sewer is \$56,128.10. This cost will be recovered by the City in a cost recovery model as summarized in the Financial Considerations.

FINANCIAL CONSIDERATIONS:

The funding for this project has been budgeted in the Capital Improvement Fund, Account 212-43180-43919. The completed upsizing price is \$56,128.10 with the City recovering the costs when all property within Section 28 SW $\frac{1}{4}$ and SE $\frac{1}{4}$, Section 27 SW $\frac{1}{4}$, Section 33 NE $\frac{1}{4}$ and SE $\frac{1}{4}$, Section 34 NW $\frac{1}{4}$ and SW $\frac{1}{4}$ T117N R52W requests building permits.

The sanitary sewer cost recovery is a per acre cost allocation and shall be equal to the actual project cost for sanitary sewer which is \$113.49 per acre multiplied by a time value factor for properties that will be serviced by the upsized sanitary sewer in The Lakes of Willow Creek First Addition, Watertown, South Dakota (Exhibit A).

OVERSIGHT / PROJECT RESPONSIBILITY:

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

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of the amendment with the following motion:

Agenda Item 13.(d) Approval of an Amendment to the Development Agreement...
I move to approve an Amendment to the Development Agreement with J&J Land Sales, LLC for The
Lakes of Willow Creek First Addition Development.

ATTACHMENT(S):

[The Lakes of Willow Creek First Addition Addendum J&J Signed](#)
[LWC Add Development Agreement - Recorded 07/10/21](#)
[08/21/24 - Exhibit A - Sanitary Sewer Cost Recovery Area](#)

Document prepared by:
City of Watertown
Community Development Division
23 2nd Street NE
Watertown, SD 57201
(605) 882-6202

**ADDENDUM TO DEVELOPMENT AGREEMENT FOR THE LAKES OF WILLOW
CREEK FIRST ADDITION RECORDED ON OCTOBER 7, 2021**

THIS AGREEMENT IS MADE and entered into this _____ day of _____ 2024, by and between J&J Land Sales LLC, owner, hereinafter “Developer,” and the City of Watertown, a municipal corporation of the State of South Dakota, hereinafter “City” and is subject to the following terms and conditions:

1. RECITALS

Developer certifies that it is the owner of a tract of land legally described as:

“The Lakes of Willow Creek First Addition to the Municipality of Watertown, in the County of Codington, South Dakota LESS Lot 2A Block 3 AND LESS Lot 1 Block 4 AND LESS Lot 8 Block 2 of The Lakes of Willow Creek First Addition”

The original development agreement was recorded on October 7, 2021, as Instrument No. 202105906, in Book 4T Page 9024

2. PURPOSE

The parties agree to amend Section B.3., Sanitary Sewer, of the original development agreement by replacing it with the following new paragraph in its entirety:

Developer shall install, or cause to be installed, sanitary sewer and services to the property line for each lot served and shall be built to the exterior lot line of the subdivision. The Developer shall upsize the sanitary sewer from the standard 8” to 10” mains to accommodate surrounding future developments. The City agrees to share the cost with Developer, J&J Land Sales, LLC, in the total amount of \$56,128.10 for upsizing the sanitary sewer to be paid at the time of Final Acceptance of all the Improvements and completion of all the terms and conditions under Section D.3. of the original Development Agreement, including but not limited to, issuance of the Certificate of Completion and Resolution of Acceptance.

3. ACKNOWLEDGEMENT

Developer/Proprietor and City hereby acknowledge, reaffirm, and agree that they shall be bound by all remaining items of the original Development Agreement and all amendments, assignments, and approvals of assignments executed in connection therewith. Nothing contained herein shall be construed to be a waiver or consent to any other matter or item contained in the original Development Agreement unless reduced to writing and executed by all Parties.

DEVELOPER:

CITY OF WATERTOWN:


Jamie Andrews, *Acting Agent*
J&J Land Sales, LLC
1002 S Madison Street
Milbank, SD 57252
Phone: (605) 924-0496

Amanda Mack, City Manager

ATTEST:

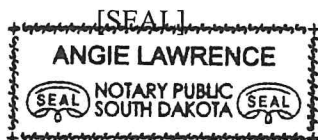
Kristen Bobzien, Chief Financial Officer

(SEAL)

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

On this the 12th day of August, 2024, before me, the undersigned officer, personally appeared *Jamie Andrews, Acting Agent for J&J Land Sales, LLC*, known to me or satisfactorily proven to be the person whose name is subscribed to within this instrument and acknowledged that he has the authority to execute the same for the purposes therein contained on behalf of J&J Land Sales, LLC and be bound thereby.

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





Notary Public
My commission expires: 2.1.29

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

On this the ____ day of _____, 2024, before me, the undersigned officer, personally appeared Amanda Mack and Kristen Bobzien, who acknowledged themselves to be the City Manager and Chief Financial Officer, respectively, of the City of Watertown, a municipal corporation, and that they as such City Manager and Chief Financial Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City by themselves as City Manager and Chief Financial Officer.

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

[SEAL]

Notary Public
My commission expires:

Document prepared by:
City of Watertown
Community Development Division
23 2nd Street NE
Watertown, SD 57201
(605) 882-6202



INSTRUMENT NO. 202105906 Pages: 15
BOOK: 4T DEVELOPMENT AGREEMENT
PAGE: 9024

10/7/2021 8:04:00 AM

Ann Rasmussen

ANN RASMUSSEN, REGISTER OF DEEDS
CODINGTON COUNTY, SOUTH DAKOTA
Recording Fee: 30.00
Return To: CITY OF WATERTOWN

DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE and entered into this 30th day of September 2021, by and between J&J Land Sales LLC, owner, hereinafter "Developer," and the City of Watertown, a municipal corporation of the State of South Dakota, hereinafter "City" and is subject to the following terms and conditions:

A. RECITALS

1. Developer certifies that it is the owner of a tract of land legally described as:

"Lot 2 of the Plat entitled, 'Lots 1 & 2, Northern Con-Agg Addition, A Subdivision of Outlot 1 in the SE1/4 of Sec. 33, T117N, R52W of the 5th P.M., in the County of Codington, South Dakota, LESS the South 674.53' of the North 707.53' of the E 454.65' of said Lot 2, AND LESS All that portion of said Lot 2 replatted as the plat entitled, 'Stromseth East Side First Addition to the Municipality of Watertown, in the County of Codington, South Dakota;' AND Lots 1, 2, and 4 of the plat entitled, 'Stromseth East Side First Addition to the Municipality of Watertown, in the County of Codington, South Dakota;' AND 'The SW1/4 of the NE1/4 and the SE1/4 of the NE1/4 LESS the North 200' of the East 871.2' of the S1/2 of the NE1/4 AND LESS the North 200' of the West 217.8' of the East 1089' of the S1/2 of the NE1/4 AND LESS the North 225' of the West 290.5' of the East 1379.5' of the S1/2 of the NE1/4 all of Section 33, Township 117 North, Range 52 West of the 5th P.M., Codington County, South Dakota; AND All that portion of vacated road right of way for Stromseth Drive and Albin Avenue adjacent to said parcels"

Such land will comprise much of the land to be known upon platting as ***"The Lakes of Willow Creek First Addition to the Municipality of Watertown, in the County of Codington, South Dakota."***

The remaining land included in or abutting said plat is owned by Curtis and Kimberly Hlavacek, and the City of Watertown, but Developer is solely responsible for satisfying the requirements of this Development Agreement.

2. Developer certifies that it has the legal authority to enter into this agreement.
3. Developer has caused the Plat of said property to be prepared in accordance with City's subdivision regulations; and
4. A copy of the plat drawing is attached hereto and incorporated by reference; and
5. City subdivision regulations require that all infrastructure improvements essential to the proper development of any subdivision, or portion thereof, be completed by the Developer; and
6. City subdivision regulations require, as a prerequisite to the approval of a plat, written assurances

from the Developer fixing responsibility for the required improvements; and

7. Developer, in order to satisfy the conditions set forth above and in order to induce the City to approve and accept the plat attached hereto, and City hereby knowingly and voluntarily enter into this agreement.
8. This assurance agreement is given for the benefit of the City as well as successors in interest of lots in the subdivision as shown on the plat.

B. DEVELOPER'S OBLIGATIONS AND IMPROVEMENTS REQUIRED

1. GENERAL

- a. Developer agrees to install, or cause to be installed, the following subdivision improvements: curb and gutter, granular street base, woven textile fabric, and asphalt surface, water service lines, sanitary sewer, storm sewer, drainage, sidewalk, ADA ramps; and all other improvements necessary to develop the area in accordance with the Subdivision Regulations, Engineering Design Standards and Specifications, Zoning Ordinance, and all other applicable ordinances of the City. All public improvements shall be installed in accordance with the Construction Plans filed with and approved by the City Engineer, as applicable.
- b. A cost estimate of all required improvements is attached hereto as Exhibit A.
- c. Required improvements will be accepted as dedications to, and shall become the property of the City, when completed to City standards to the satisfaction of the City Engineer and with written acceptance by the City Council.

2. STREETS

- a. Streets shall be constructed in each and every platted right-of-way and shall be built to the exterior lot lines of the subdivision and constructed with a temporary or permanent cul-de-sac as directed by the City Engineer. The following streets are included in the required improvements:
 - 1) The portion of 28th Street NE included on the plat shall be constructed to City Engineering Design Standards for major collector street section in accordance with the approved construction plans.
 - 2) The portion of 1st Avenue NE, Jeremy Avenue NE, and Jamie Avenue NE included on the plat shall be constructed to City Engineering Design Standards for a local commercial street section in accordance with the approved construction plans.
 - 3) Private Drives included on the plat shall be constructed City Engineering Design Standards for a private street section in accordance with the approved construction plans.
- b. Developer agrees to maintain the turn-around in good condition to the satisfaction of the City Engineer. Developer understands that it shall be the responsibility of the Developer or their successors in interest to remove the temporary turn-around and stabilize the site at such time that the City Engineer determines the turn-around is no longer needed.
- c. Developer agrees to maintain 31st Street NE to the Highway 212 frontage road until such a time it is improved to meet the City standards to the satisfaction of the City Engineer.

3. SANITARY SEWER

- a. Developer shall install, or cause to be installed, sanitary sewer and services to the property line for each lot served and shall be built to the exterior lot line of the subdivision.

4. STORM SEWER AND DRAINAGE

- a. Developer shall construct, or cause to be constructed, to City standards, all storm sewers, catch basins, drop inlets, culverts, drainage-ways, detention/retention ponds and other related and required drainage improvements.
- b. Developer shall comply with City Stormwater regulations found in Title 23 of the City Ordinances.
- c. The Developer will execute a Best Management Practice Development/Maintenance Agreement with the City to establish the Developer's responsibility for the design, construction, engineering, and maintenance of the stormwater management facilities and best management practices located on city and private property to be built with this phase of development, and preserved and protected to function in perpetuity.
- d. This development is utilizing and improving city property and the existing pond to meet stormwater requirements for water quantity and quality. A BMP Stormwater Development/Maintenance Agreement will be executed and will obligate the developer to perform perpetual maintenance of the pond on city property or establish an assessment for the properties within the subdivision for the city's cost to maintain the regional pond per Chapter 23.0408 2 of the Revised Ordinances of the City of Watertown.
- e. The Developer agrees to pay the pro-rata share of the cost recovery for land acquisition associated with the implementation of the Willow Creek Tributaries Drainage Master Plan prior to the recording of the plat.

5. MUNICIPAL UTILITIES

- a. Developer will, prior to installation, coordinate with the Watertown Municipal Utilities Department to ensure that the electric, natural gas, and water supply utilities are installed according to policies and standards established by the Watertown Municipal Utilities Department.
- b. Developer shall install, or cause to be installed, water services to the property line for each lot so served.

6. GRADING AND EROSION CONTROL

- a. Developer shall complete grading of all utility easements and drainage ways to within two-tenths (0.2) feet of the elevation as shown on the approved final grading plan.
- b. No grading or other improvements shall take place until such time that a Stormwater Pollution Prevention Plan (SWPPP) is completed and approved by the City Engineer and a General Permit for Stormwater Discharges Associated with Construction Activities is obtained from the State DENR.
- c. Developer shall implement the Erosion Control Plan approved by the City Engineer. Developer agrees to maintain the erosion control devices and employ additional measures as necessary if the installed measures fail to retain soil on the site, until such time as the site is fully stabilized.
- d. All erosion control devices shall be removed by the Developer after the site is fully stabilized and approved by the City Engineer.
- e. Developer acknowledges that substantial fill and grading may be required for development of the individual lots within the subdivision, and intends to pass the responsibility for fill and grade (excluding utility easements and drainage ways) on to the owners of individual lots who

will perform the necessary work in conjunction with building permit issuance. Developer will instruct each new lot owner of his or her responsibility.

7. SIDEWALKS & TRAILS

- a. Developer shall install all pedestrian ramps at street intersections with the curb and gutter improvements. Ramps will need to comply with current ADA standards, including installation of detectable warning panels. Developer may not pass on the responsibility to install ADA-compliant pedestrian ramps.
- b. Developer shall install, or cause to be installed, five (5) foot wide sidewalks in all public right-of-ways adjacent to all lots.
 - 1.) Developer may allow the responsibility for sidewalk installation to pass onto the Developer's successors in interest of individual lots. Developer shall give notice to each of its successors in interest of this responsibility to install sidewalks as a condition of any building permit or upon order of the City pursuant to City Ordinance. Developer will have no further responsibility for sidewalk installation upon actual or constructive notice to each of Developer's successors in interest.
 - 2.) All remaining sidewalks shall be installed by Developer on or before five (5) years of the date this instrument is recorded with the Codington County Register of Deeds. However, Developer will be required to install the remaining sidewalks earlier on either or both sides of the public right-of-way when the linear feet of uninstalled sidewalk is 30% or less of the total linear feet of sidewalk required on such side. The City also reserves the right to order all sidewalks to be installed at any time. If the Developer, or any of Developer's successors in interest, fail to install such sidewalks, the City shall assess their full cost as a local improvement pursuant to South Dakota Codified Law and based on the waiver-of-right-to-protest included in this agreement.

C. GENERAL PROVISIONS

1. All required improvements shall be installed to the satisfaction of the City Engineer within two (2) years of the date this instrument is recorded with the Codington County Register of Deeds. Notwithstanding any contrary provision in either statute or ordinance, including those relating to the passage of time, Developer acknowledges and agrees that all terms and conditions contained herein shall remain a continuing obligation until satisfaction or completion.
2. City may undertake any legal or equitable action available to enforce the provisions of this agreement in addition to any other remedy provided herein. In the event the City is required to undertake any action to enforce the terms of this agreement or its subdivision regulations in connection with this agreement, the Developer, its heirs, assigns or successors in interest agree the City may recover its reasonable expenses, including attorney's fees incurred with respect to such action.
3. Developer acknowledges the City has the power to make assessments for local improvements on property adjoining or benefited thereby, to collect same in the manner provided by law, and to fix, determine and collect penalties for nonpayment of any special assessment. The Developer agrees that if at any time in the future the City determines it is necessary or desirous to install aggregate base and grading, geo-textile fabric, concrete curb & gutter, bituminous paving, sidewalk, storm sewer and appurtenances, sanitary sewer and services, water main and services within or adjacent to the subdivision through an assessed project, the Developer or its heirs, assigns, or successors in interest, waive any right to object to such assessed project as allowed under state law in

consideration for final approval of the subdivision plat without the immediate installation of said improvements. It is understood by the Developer that the City's primary consideration for granting approval of the subdivision plat on the herein described property and its forbearance from requiring Developer to immediately install aggregate base and grading, concrete curb and gutter, bituminous pavement, sidewalk, storm sewer and appurtenances, sanitary sewer and services, water services is the Developer's covenant and promise to waive any objection to the assessed project and its consent to the assessed project.

4. All of the terms and conditions herein shall extend to and be binding upon the heirs, assigns, or successors in interest of the Developer, and are to be deemed a covenant running with the above described property. Furthermore, it is agreed that, in accepting title to the above described property any grantee, heir, assign, or successor in interest to the undersigned expressly agrees to be bound by the terms of this agreement which shall, upon its execution, be recorded with the Codington County Register of Deeds Office contemporaneously with the plat and pursuant to the provisions of South Dakota law.
5. Should any section or provision of this agreement be declared invalid for any reason whatsoever by any court, such invalidity shall not affect any other section or provision of this agreement in the event such remaining provisions can be given effect without those sections having been declared invalid.
6. This agreement shall be construed according to the laws of the State of South Dakota. No modification or amendment to this agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

D. MAINTENANCE AND ACCEPTANCE

1. Maintenance of Gravel Streets Under Development

For streets under construction the Developer will provide minimum maintenance and snow removal on gravel and first lift asphalt streets to provide minimum vehicular passage and provide minimum street sweeping on asphalt streets. If there is any damage to manholes, valves, curb and gutter, valley gutters, or other appurtenances, repairs shall be done at the Developer's expense. Gravel streets will be allowed through one winter season only. The City will take over maintenance upon completion of the final lift of asphalt and written acceptance by the City.

2. Completion of Final Lift on Street

No sooner than one (1) year after the first lift has been applied or at any time when requested by the City, the Developer shall place the final lift of asphalt on the street. Prior to this action, the Developer will notify the City and state its intentions. The City Engineer will inspect the improvements and make an inspection report to the Developer as to the necessary work needed for the project to meet City specifications. This inspection report will encompass all aspects of the water, sanitary sewer, storm sewer, curb and gutter, or any other part of the construction as provided for in the preliminary plan as approved. Adjustments or repairs will be the responsibility of the Developer and shall be made prior to the placement of the final lift.

3. Final Acceptance of Improvements

After the Developer deems that all the street and utility improvements have been completed and has placed the final lift of asphalt, the Developer will notify the City in writing that the street is completed. The City Engineer will then inspect all the improvements and inform the Developer of any deficiencies. And those deficiencies shall be remedied by the Developer at the Developer's expense. Prior to final acceptance the Developer shall furnish a complete set of "As-Built" drawings in AutoCAD format to the City Engineer. Upon the recommendation of the City Engineer, the City

will then issue a Certificate of Completion noting any deficiencies and setting a date as to when the one (1) year warranty will end.

4. Developer's Warranty Responsibilities

The Developer shall warranty the water, sanitary sewer, storm sewer, curb and gutter, valley gutter or any other part of the construction specified in the preliminary plan for a period of one year from the date as stated in the Certificate of Completion. Prior to the end of the one (1) year warranty period the City Engineer will inspect the improvements and report his findings to the City Council. The City Council shall confirm or reject the Acceptance Certificate. If confirmed, the Developer's responsibility for the improvements ends and the improvements become the responsibility of the City. If any portion is rejected, the Developer will repair or replace the rejected portion and a one (1) year warranty period will begin again on the rejected portion and the Developer shall again comply with the provisions as stated in this agreement

DEVELOPER:


Jamie Andrews, Acting Agent
J&J Land Sales, LLC
1002 S Madison Street
Milbank, SD 57252
Phone: (605) 924-0496

CITY OF WATERTOWN:


By: Amanda Mack
Its: City Manager

ATTEST:

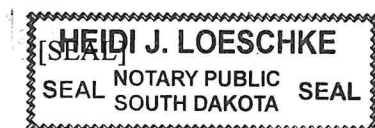

Kristen Bobzien, Finance Officer

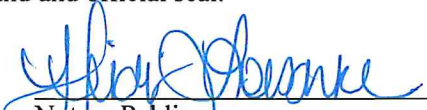
(SEAL)

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

On this the 24th day of August, 2021, before me, the undersigned officer, personally appeared Jamie Andrews, Acting Agent for J&J Land Sales, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to within this instrument and acknowledged that he executed the same for the purposes therein contained.

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




Notary Public
My commission expires: 11/23/23

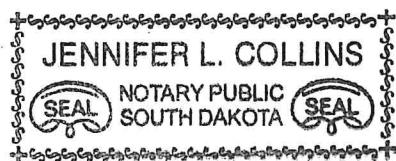
State of South Dakota)
)SS:
County of Codington)

On this the 30th day of September, 2021, before me, the undersigned officer, personally appeared Amanda Mack and Kristen Bobzien, who acknowledged themselves to be the City Manager

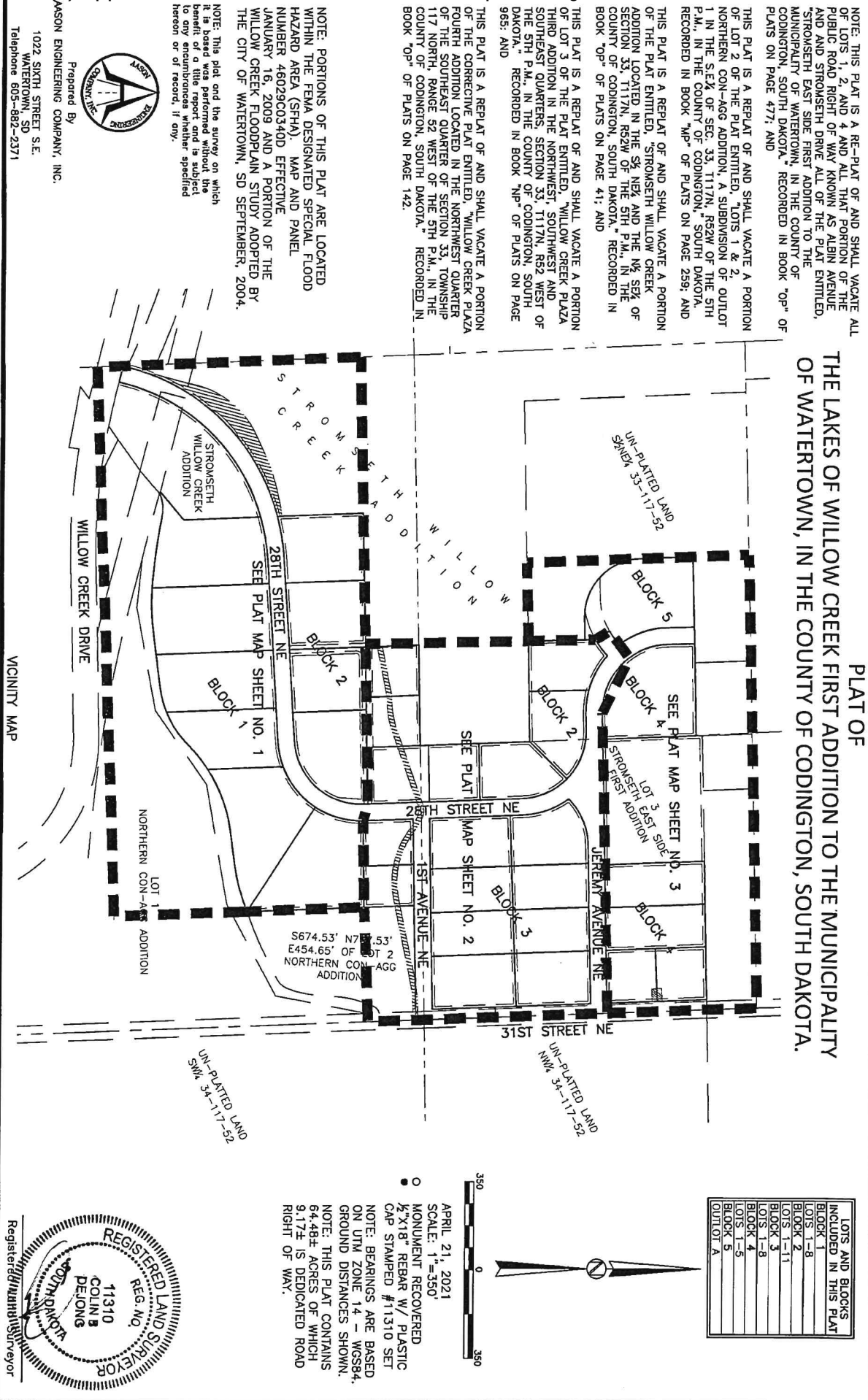
and Finance Officer, respectively, of the City of Watertown, a municipal corporation, and that they as such *City Manager* and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City by themselves as *City Manager* and Finance Officer.

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

[SEAL]



J. Collins
Notary Public
My commission expires: *8-2-2023*



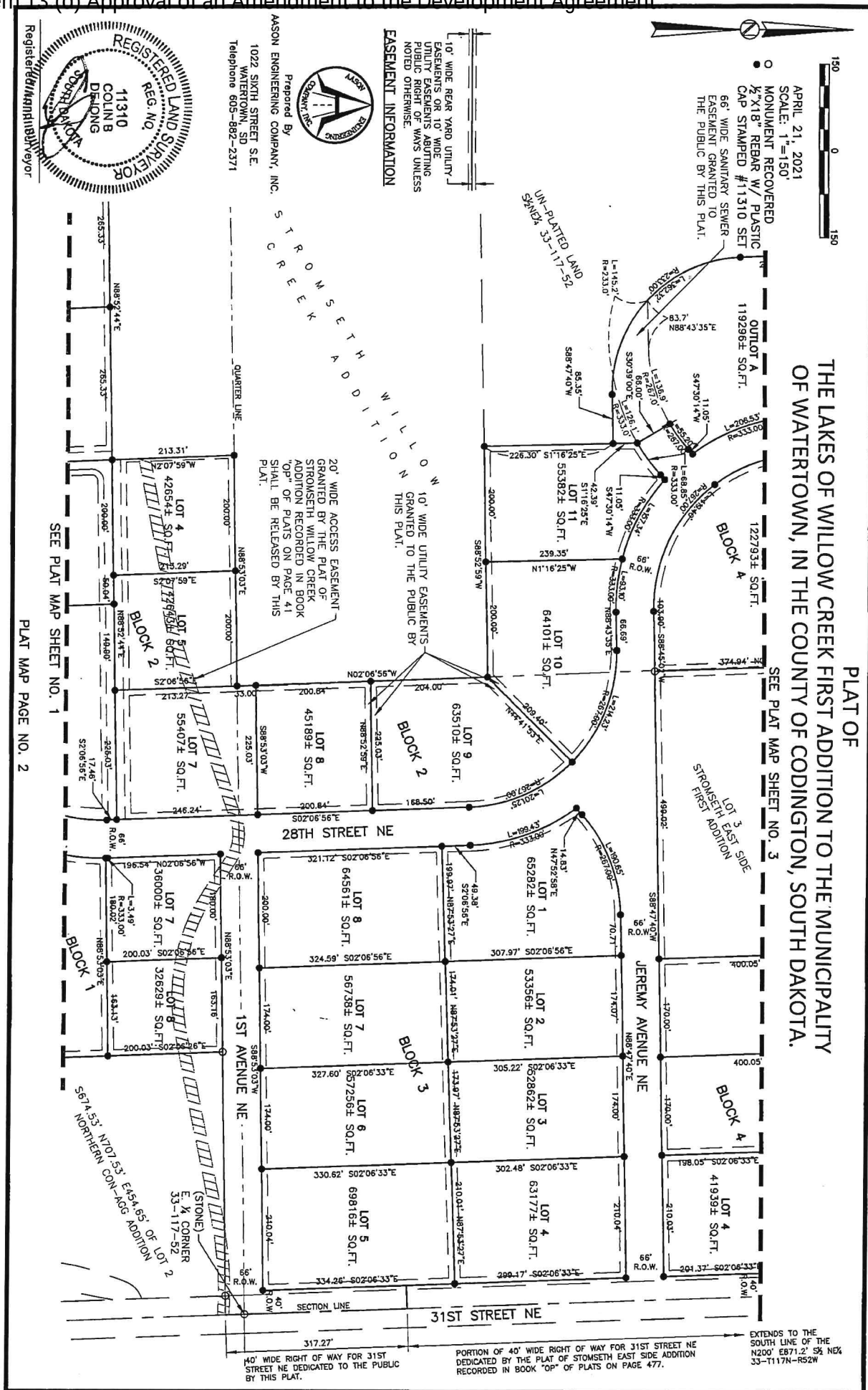


EXHIBIT A: Lakes of Willow Creek First Addition Estimated Costs 1-7-2020

No.	Item	Quantity	Unit	Unit Price	Extended Price
1	Mobilization	Lump Sum	LS	\$95,000.00	\$95,000.00
2	Traffic Control Signs	162	SqFt	\$20.00	\$3,240.00
3	Traffic Control Misc Items	Lump Sum	LS	\$2,000.00	\$2,000.00
4	Remove Curb and Gutter	76	Ft	\$6.00	\$456.00
5	Remove Bike Path	502	SqYd	\$10.00	\$5,020.00
6	Remove & Replace Bench	1	Each	\$500.00	\$500.00
7	Remove & Replace Fence	20	Ft	\$30.00	\$600.00
8	Clearing & Grubbing	1	LS	\$10,000.00	\$10,000.00
9	Unclassified Excavation (Roadway and Lots)	159,600	CuYd	\$2.75	\$438,900.00
10	Topsoil Placement (Boulevards)	1,500	CuYd	\$2.25	\$3,375.00
11	8" Sanitary Sewer Pipe Bedding Material	2918	Ft	\$5.00	\$14,590.00
12	8" PVC SDR35 Sanitary Sewer Pipe	2918	Ft	\$30.00	\$87,540.00
13	8" Sanitary Sewer Cap	2	Each	\$20.00	\$40.00
14	10" Sanitary Sewer Pipe Bedding Material	2392	Ft	\$6.00	\$14,352.00
15	10" PVC SDR35 Sanitary Sewer Pipe	2392	Ft	\$35.00	\$83,720.00
16	10" Sanitary Sewer Cap	1	Each	\$30.00	\$30.00
17	48" Sanitary Sewer Manhole	24	Each	\$3,000.00	\$72,000.00
18	Type A7 Frame and Lid	24	Each	\$450.00	\$10,800.00
19	PVC Pipe Deflection Test	5310	Ft	\$1.50	\$7,965.00
20	Pipe Exfiltration Test	5310	Ft	\$1.50	\$7,965.00
21	48" Manhole Vacuum Test	24	Each	\$325.00	\$7,800.00
22	Sanitary Sewer Pump Station	1	Each	\$200,000.00	\$200,000.00
23	6" C900 PVC Force Main (with Tracer Wire)	2714	Ft	\$29.00	\$78,706.00
24	6" PVC SDR 26 Sewer Pipe (Services)	1104	Ft	\$35.00	\$38,640.00
25	8" C900 PVC Watermain (with Tracer Wire)	710	Ft	\$45.00	\$31,950.00
26	8" Valve with Valve Box	1	Each	\$1,700.00	\$1,700.00
27	8"x8" Tee	1	Each	\$500.00	\$500.00
28	8"x6" Tee	1	Each	\$400.00	\$400.00
29	8"x6" Eccentric Reducer	1	Each	\$320.00	\$320.00
30	6" Valve with Valve Box	2	Each	\$1,400.00	\$2,800.00
31	Fire Hydrant	2	Each	\$4,500.00	\$9,000.00
32	6" PVC Water Service	1088	Ft	\$28.00	\$30,464.00
33	6" Water Service Valve Box	33	Each	\$1,500.00	\$49,500.00
34	8" PVC SDR 26 Storm Sewer Pipe	126	Ft	\$45.00	\$5,670.00
35	18" RC Pipe	620	Ft	\$40.00	\$24,800.00
36	18" RC Pipe Flared End	1	Each	\$650.00	\$650.00
37	18" Storm Sewer Cap	1	Each	\$75.00	\$75.00
38	24" RC Pipe	970	Ft	\$45.00	\$43,650.00
39	24" RC Pipe Flared End	1	Each	\$750.00	\$750.00
40	30" RC Pipe	1312	Ft	\$60.00	\$78,720.00
41	30" RC Pipe Flared End	1	Each	\$900.00	\$900.00
42	36" RC Pipe	902	Ft	\$80.00	\$72,160.00
43	42" RC Pipe	488	Ft	\$90.00	\$43,920.00
44	42" RC Pipe Flared End	1	Each	\$1,050.00	\$1,050.00
45	42" Storm Sewer Cap	1	Each	\$100.00	\$100.00
46	48" RC Pipe	608	Ft	\$120.00	\$72,960.00
47	48" RC Pipe Flared End	2	Each	\$1,200.00	\$2,400.00
48	54" RC Pipe (Class 3)	696	Ft	\$200.00	\$139,200.00
49	54" RC Pipe Flared End	6	Each	\$1,500.00	\$9,000.00

EXHIBIT A: Lakes of Willow Creek - First Addition - Estimated Costs 1-7-2020

No.	Item	Quantity	Unit	Unit Price	Extended Price
50	12"x12" NDS Catch Basin Model #1200MTLKIT	1	Each	\$300.00	\$300.00
51	2'x3' Type B Drop Inlet	4	Each	\$2,200.00	\$8,800.00
52	3'x4' Type B Drop Inlet	2	Each	\$2,500.00	\$5,000.00
53	4'x3' Type B Drop Inlet	5	Each	\$2,500.00	\$12,500.00
54	4'x4' Type B Drop Inlet	2	Each	\$3,000.00	\$6,000.00
55	5.5'x5.5' Type B Drop Inlet	3	Each	\$4,000.00	\$12,000.00
56	3'x4' Type C Drop Inlet	1	Each	\$2,500.00	\$2,500.00
57	3'x6' Type SF Drop Inlet	15	Each	\$4,800.00	\$72,000.00
58	3'x10' Type SF Drop Inlet	6	Each	\$5,800.00	\$34,800.00
59	6'x10' Type SF Drop Inlet	1	Each	\$7,000.00	\$7,000.00
60	Type B Frame & Grate	14	Each	\$550.00	\$7,700.00
61	Type C Frame & Grate (3'x4')	1	Each	\$1,500.00	\$1,500.00
62	Type E Frame & Grate	1	Each	\$1,500.00	\$1,500.00
63	Pond Outlet Weir	1	LS	\$25,000.00	\$25,000.00
64	Class A Riprap	104.3	Ton	\$75.00	\$7,822.50
65	Class B Riprap	99.0	Ton	\$100.00	\$9,900.00
66	Type B Drainage Fabric	291	SqYd	\$3.50	\$1,018.50
67	Base Course (Roads)	18000	Ton	\$15.00	\$270,000.00
68	Granular Base (Sidewalks & Bike Trail)	191	Ton	\$15.00	\$2,865.00
69	Controlled Density Fill	244	CuYd	\$110.00	\$26,840.00
70	Type B66 Concrete Curb and Gutter	12178	Ft	\$16.00	\$194,848.00
71	6" Concrete Fillet Section	246.1	SqYd	\$80.00	\$19,688.00
72	6" Concrete Valley Gutter	24	SqYd	\$80.00	\$1,920.00
73	4" Thick Concrete Bike Path	116.3	SqYd	\$45.00	\$5,233.50
74	4" Thick Concrete Sidewalks	5922	SqFt	\$5.00	\$29,610.00
75	3" Thick Asphalt Bike Path	53	Ton	\$120.00	\$6,360.00
76	ADA Panels	260	SqFt	\$40.00	\$10,400.00
77	Gravel Surfacing (31st St. NE)	800	Ton	\$15.00	\$12,000.00
78	Asphalt Concrete Composite Class E	5378	Ton	\$120.00	\$645,360.00
79	Temporary Rock Construction Entrance	3	Each	\$750.00	\$2,250.00
80	High Flow Silt Fence	8881	Ft	\$4.00	\$35,524.00
81	Sediment Control at Drop Inlets	38	Each	\$120.00	\$4,560.00
82	Cofferdams	4	Each	\$3,000.00	\$12,000.00
83	Street Sweeping	16	Hour	\$75.00	\$1,200.00
84	Seeding & Mulching (Boulevards)	1.9	Acre	\$2,800.00	\$5,320.00
				Subtotal	\$3,212,197.50
				Engineering	\$321,000.00
				Total	\$3,533,197.50

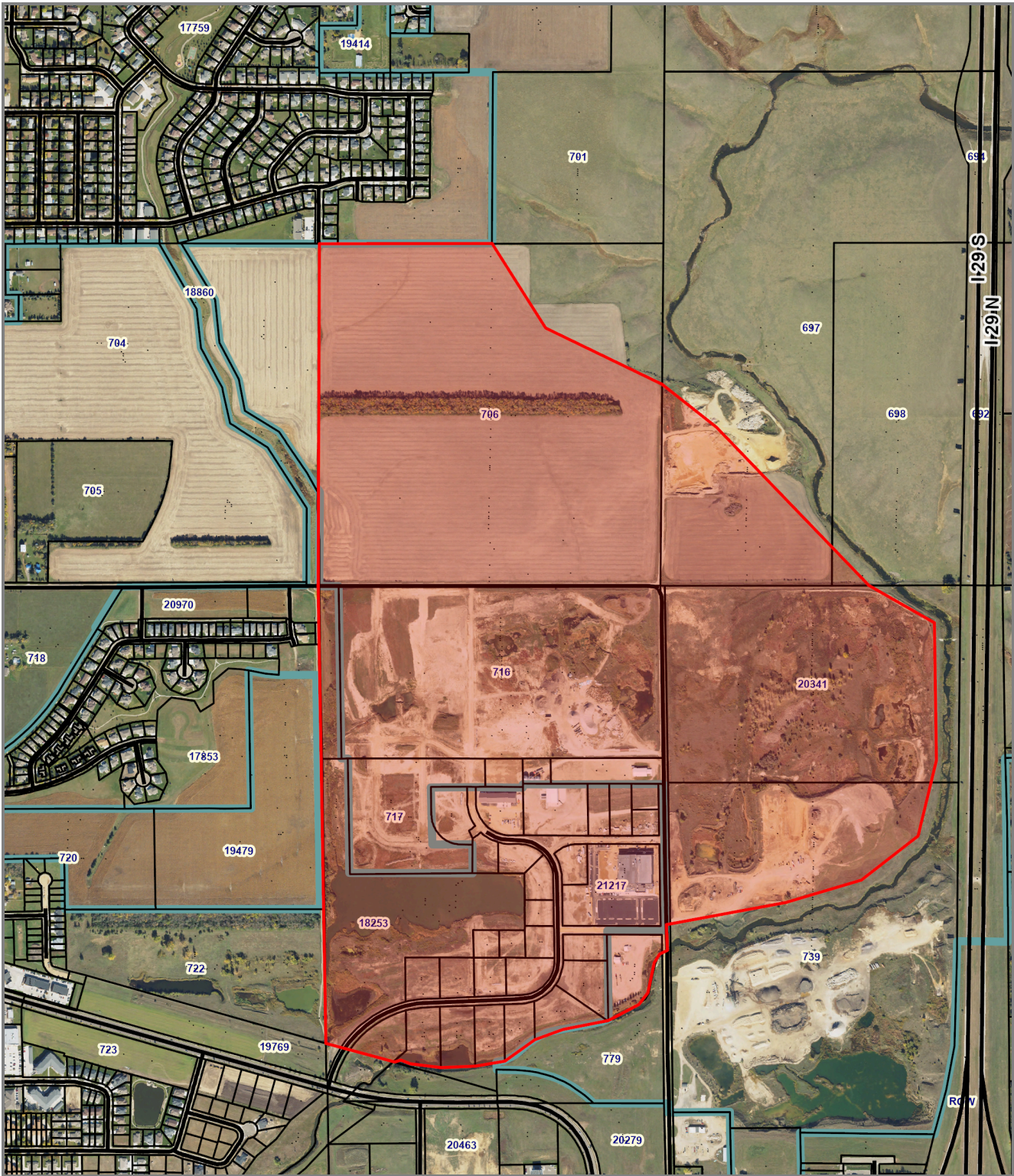
Figure 1

Pro-Rata Share of Land Acquisition Cost

The Lakes of Willow Creek First Addition

Name	Sub-basin	Area, sf	Area, Acres	CN	Runoff Potential	% total Runoff Potential
Lot 1, Block 1	AL1Q	40,959	0.9	82	73.8	0.08%
Lot 1, Block 1	AL1T	80,946	1.9	0	0	0.00%
Lot 2, Block 1	AL1Q	34,061	0.8	82	65.6	0.07%
Lot 2, Block 1	AL1T	125,596	2.9	0	0	0.00%
Lot 3, Block 1	AL1Q	16,957	0.4	82	32.8	0.04%
Lot 3, Block 1	AL1T	88,559	2.0	0	0	0.00%
Lot 4, Block 1	AL1Q	3,975	0.1	82	8.2	0.01%
Lot 4, Block 1	AL1U	272	0.0	0	0	0.00%
Lot 4, Block 1	AL1T	82,665	1.9	0	0	0.00%
Lot 5, Block 1	AL1U	3,701	0.1	0	0	0.00%
Lot 5, Block 1	AL1T	122,484	2.8	0	0	0.00%
Lot 6, Block 1	AL1U	44,763	1.0	0	0	0.00%
Lot 6, Block 1	AL1T	80,433	1.8	0	0	0.00%
Lot 1, Block 2	AL1J	854	0.0	88	0	0.00%
Lot 1, Block 2	AL1Q	85,261	2.0	82	164	0.18%
Lot 2, Block 2	AL1J	291	0.0	88	0	0.00%
Lot 2, Block 2	AL1Q	81,943	1.9	82	155.8	0.17%
Lot 3, Block 2	AL1Q	74,763	1.7	82	139.4	0.15%
Lot 4, Block 2	AL1J	3,639	0.1	88	8.8	0.01%
Lot 4, Block 2	AL1Q	39,015	0.9	82	73.8	0.08%
Lot 5, Block 2	AL1J	2,351	0.1	88	8.8	0.01%
Lot 5, Block 2	AL1Q	40,292	0.9	82	73.8	0.08%
Lot 6, Block 2	AL1U	1,287	0.0	0	0	0.00%
Lot 6, Block 2	AL1Q	92,701	2.1	82	172.2	0.18%
Lot 7, Block 2	AL1J	10,271	0.2	88	17.6	0.02%
Lot 7, Block 2	AL1Q	45,136	1.0	82	82	0.09%
Lot 8, Block 2	AL1J	45,189	1.0	88	88	0.09%
Lot 9, Block 2	AL1J	63,510	1.5	88	132	0.14%
Lot 10, Block 2	AL1J	64,101	1.5	88	132	0.14%
Lot 11, Block 2	AL1J	55,382	1.3	88	114.4	0.12%
Lot 1, Block 3	AL1J	65,282	1.5	88	132	0.14%

G:\Departments\Engineering Department\Cost Recovery\Willow Creek Land Acquisition Cost Share\The
Lakes of Willow Creek Addition\ProRata Share Land Calc LWC



Codington County
South Dakota

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 1128 feet
8/21/2024



City Council

Agenda Item

Subject: Approval of Development Agreement with Mother of God Monastery for the transition of Little Blessings Daycare

Meeting: City Council - Sep 03 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

To facilitate the transition and expansion of Little Blessings Daycare from Family Worship Center, to the Mother of God Monastery, a financial commitment is necessary. The commitment from the City will be pledged over 5 years in the amount of \$70,000 per year for a total of \$350,000. This contribution will allow the MOGM to move forward with securing the remaining funding necessary to facilitate the transition of the daycare and completion of the capital renovations necessary. to ensure no gap in service for families utilizing the daycare.

FINANCIAL CONSIDERATIONS:

\$350,000 pledged over 5 years.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I motion to approve the development agreement with the Mother of God Monastery to transition Little Blessings Daycare in the amount of \$350,000 to be paid over 5years.



City Council

Agenda Item

Subject: Reimbursement of Medical Cannabis License Fees Charged Prior to 2024.
Meeting: City Council - Sep 03 2024
From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

Councilman Buhler requested action be taken regarding reimbursement.

FINANCIAL CONSIDERATIONS:

Fee reduction from \$25,000 to \$5,000 is \$20,000 per license, per year.

STAFF RECOMMENDATION / SUGGESTED MOTION:

City Manager and City Attorney recommend not approving the reimbursement request.
