City of Watertown

Proposed City Council Agenda
City Hall, 23 2ND ST NE
Watertown, South Dakota
February 20, 2024, 5:30 PM

Page

1. CALL TO ORDER

2. PRAYER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. ACTION TO APPROVE THE AGENDA

6. OPEN FORUM

7. CONSENT AGENDA

(a)	Approval of the minutes of the Council meeting held on February 5th, 2024 City Council - Feb 05 2024 - Minutes	4 - 10
(b)	Approval of Brittney Graham as a Watertown Regional Library Volunteer Watertown Regional Library Volunteer	11 - 12
(c)	Approval of Application for Abatement/Refund of Property Taxes for record# 18324 in the amount of $7,095.12. Abatement/Refund of Property Taxes	13 - 15
(d)	Application for a Special Event Retail On-Sale License to The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for the Boys & Girls Club Camel Races at the Codington County Extension Complex, 1910 West Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn from 3:00 PM to 11:59 PM on Friday, April 26th, 2024. Camel Races Special Event License	16 - 21
(e)	Authorization for the Police Department to apply and accept a Homeland Security Grant in the amount of $100,000 to be used towards purchasing the Lenco BearCat. There are no matching funds required. Lenco BearCat	22 - 25
(f)	Approval of a Bid Award for the purchase of a 2024 Kubota Tractor to Eastside Equipment, via Sourcewell Bid, in the amount of $63,612.00, and declare a 2009 New Holland T5050 tractor as surplus for a trade-in value of $9,500.00. Bid Award of a 2024 Kubota Tractor	26
(g)	Approval of a Professional Services Agreement for the survey and design of the 5th Avenue North Reconstruction Project, with Civil Design, Inc., in the amount	27 - 39

of $139,920.00.
Professional Service Agreement with Civil Design, Inc.

8. PRESENTATIONS & REPORTS

9. CONTRACTS & CHANGE ORDERS

(a) Addendum to Banking Services Agreement with Reliabank 40 - 42
Addendum to Banking Services Agreement

(b) Approval and authorization for the City Manager to execute an agreement between the City of Watertown, and First PREMIER Bank/ First PREMIER Bankcard pending review under the Naming Rights Agreement between the City of Watertown and Prairie Lakes Health System. 43 - 51
Agreement between the City of Watertown and PREMIER Bank

(c) Approval and authorization for the City Manager to execute an agreement between the City of Watertown, and Watertown Ford Chrysler pending review under the Naming Rights Agreement between the City of Watertown and Prairie Lakes Health System 52
Agreement between the City of Watertown and Watertown Ford Chrysler

(d) Approval of Amendment No. 4 of a Professional Services Agreement for redesign, bidding, and construction services associated with the City Hall Renovation project, Project No. 2035, with TSP, Inc, in the amount of $89,300.00, for a total contract of $387,712.00. 53 - 55
Professional Services Agreement Amendment No. 4 with TSP, Inc.

(e) Rejection of the sole Bid for the Prairie Lakes Wellness Center Rooftop Units Replacement, Project No. 2418, from Johnson Controls, in the Amount of $1,592,700.00. 56 - 58
Project No. 2418 Aquatics Area Roof Top Air Handling Units

(f) Approval of the Professional Services Agreement for the Prairie Lakes Wellness Center Rooftop Units Replacement, Project No. 2418, to Johnson Controls in the Amount of $25,000.00. 59 - 67
Professional Services Agreement with Johnson Controls, Inc.

10. ORDINANCE FIRST READINGS

(a) First Reading of Ordinance No. 24-01, Amending the Zoning Map of the City of Watertown, SD, for a Portion of Outlot 'X' Block 8 of Valley View Fourth Addition, from R-1 Single Family Residential District to R-2 Single Family Attached Residential District 68 - 75
Ordinance No. 24-01

(b) First Reading of Ordinance No. 24-02, Establishing the Zoning Designation of R-1C Compact Single Family Residential District for the property to be known as Prairie Haven Annexation First Addition 76 - 84
Ordinance No. 24-02 (Zoning)

(c) First Reading of Ordinance No. 24-03, Amending the Zoning Map of the City of Watertown, SD, for Lots 15-18 Block 7 of Davlin's Addition, from I-1 Light Industrial District to C-3 Highway Commercial District — 85 - 94

Ordinance No. 24-03

11. PUBLIC HEARINGS & SECOND READINGS

(a) Approval of Resolution No. 24-03, Necessity for Sidewalk Improvements along 12th Avenue NW (6th Street NW to 1st Street NW) with the 2024 Neighborhood Street Reconstruction project, Project No. 2403. — 95 - 99

1. Public Hearing
2. Council Action

Resolution No. 24-03

12. OTHER BUSINESS

(a) Approval of Resolution No 24.07 establishing the licensing fees for medical marijuana manufacturing and cultivation. — 100 - 102

Resolution No. 24-07

(b) Council approval of a lease agreement associated with a junior league hockey teams' use of the Prairie Lakes Ice Arena. — 103

Lease Agreement for Junior League Hockey Team

(c) Acknowledgment of Prairie Lakes Ice Arena Donors — 104

Prairie Lakes Ice Arena Donors

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

14. CITY MANAGER REPORT

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

16. ADJOURNMENT

Kristen Bobzien
Finance Officer

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

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

Watertown
City Council Meeting Minutes
February 5, 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 Danforth, Jurrens, Peters, Schutte, Tupper, Buhler, and Mayor Holien.

Mayor Holien moved item 7(k): Approval of a Bid Award for a 2024 Backus A-50 Windrow Compost Turner via Sourcewell contract, to Ecoverse, in the Amount of $462,805.00 from the consent agenda to the regular agenda. Mayor Holien removed item 9(a): Approval of a Professional Services Agreement for Design and Asbestos Abatement services associated with the City Hall Renovation project, Project No. 2035, with Geotek, in the amount of $20,368.00 from the agenda.

Motion by Tupper, seconded by Danforth, to approve the agenda as amended. Items approved as part of the consent agenda: minutes of the Council meeting held on January 16th, 2024; a business license to Matthew Moyer d/b/a Moyer's Roll Off as a Commercial Garbage Hauler ($75.00); the 2024 Watertown Regional Library Volunteers; write-off uncollectible Ambulance accounts receivable and remit to the collection agency for the month of January in the amount of $29,612.70; a Special Event Retail On-Sale License to Zeus, Inc. d/b/a Second Street Station for Pro Pheasants at the Codington County Extension Complex, 1910 West Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn from 5:00 PM on Friday, February 16th, 2024 until 2:00 AM on Saturday, February 17th, 2024; authorization for the City Manager to execute the engagement letter and all other necessary documents with William Neale & Co., P.C. for the 2023 Audit; a Certificate of Completion for Harmony Hill 2nd Addition, installed by Clausen & Sons Construction LLC, A.P. & Sons Construction, Crestone Companies, Inc., Timmons Construction, Duininck, Inc., and Skyview Construction, Co. on behalf of the developers, Benedictine Sisters/ Mother of God Monastery; a Certificate of Completion for Prairie Haven Second Addition including Detention Outlot A Block 1 Prairie Haven Second Addition, installed by Clausen & Sons Construction LLC, LL & Sons Excavation, Inc., Prunty Construction, Timmons Construction, Duininck, Inc., and Glacial Lakes Erosion Control, Co. on behalf of the developers, High Five Development LLC; a Bid Award for the 2024 Miscellaneous Concrete, Project No. 2410, to Various Contractors at the Designated Pricing as Outlined in the Bid Tabulations and Summary of Recommended Award; a Bid Award for a John Deere 624P loader, with attachments, via Sourcewell contract to RDO Equipment Co., in the Amount of $290,900.00, and to declare surplus one 2014 Case 721 loader for a trade-in value of $30,000; approval of $12,250 contribution to the Watertown Community Band; and approval of bills and payroll and authorization to pay. Motion Carried.

BILLS:

81 KWIK STOP	SUPPLIES	828.00	LYNN PEAVY CO.	SUPPLIES	135.85
A & B BUSINESS SOLUTIONS, INC.	SERVICE	58.10	MACKSTEEL WAREHOUSE INC.	SUPPLIES	409.46
ABRA AUTO BODY & GLASS - WATERTOWN	SERVICE	69.03	MACQUEEN EMERGENCY	PARTS	2,997.64
ACTIVE HEATING, INC.	SERVICE	1,707.50	MAC'S INC.	SUPPLIES	1,659.08
ADAPCO	SUPPLIES	41,953.00	MAMMOTH SPORTS CONSTRUCTION, LLC	DESIGN	2,000.00
ADVANCED ENGINEERING & ENVIRONMENTAL SERVICES INC	SERVICE	2,394.00	MARCO TECHNOLOGIES, LLC	SERVICE	917.55
ADVANTAGE RV'S & TRAILERS INC.	SUPPLIES	307.85	MARK'S AUTO	SERVICE	235.80
AGRITECH	SUPPLIES	118.00	MATHESON TRI-GAS, INC.	SUPPLIES	925.18
ALEX AIR APPARATUS 2 LLC	SERVICE	404.04	MAVERICKS STEAKS AND COCKTAILS	SERVICE	345.32

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ALTEC INDUSTRIES, INC.	SERVICE	1,046.40	MAXWELL FOOD EQUIPMENT	SUPPLIES	298.40
AMAZON CAPITAL SERVICES	SUPPLIES	9,692.29	MCMASTER-CARR	SUPPLIES	105.53
AMERICAN ENGINEERING TESTING, INC.	SERVICE	7,169.85	MCROBERTS SALES CO, INC.	SUPPLIES	513.87
AMERICAN FLAGPOLE & FLAG CO.	SUPPLIES	119.80	MEGAN CONVERSE	SERVICE	180.00
AMERICAN TRUST INS., LLC	DUES	6,120.00	MENARD'S	SUPPLIES	8,058.53
AMY BEYL	REIMB	129.15	MICRO MARKETING ASSOCIATE	SUPPLIES	140.68
ANDOR INC.	SERVICE	7,983.46	MIDCONTINENT COMMUNICATIONS	SERVICE	276.78
ANGELA CZECH	POUND	89.97	MID-STATES ORGANIZED CRIME INFORMATION CENTER	DUES	200.00
A-OX WELDING CO, INC.	RENT	71.25	MIDWEST AUTOMOTIVE, INC.	SUPPLIES	3,948.99
AP AUTO PROS, INC.	SERVICE	2,242.83	MIDWEST TAPE	SUPPLIES	198.44
APPLIED CONCEPTS, INC.	SUPPLIES	68.00	MIDWEST VETERINARY SERVICE	SERVICE	162.88
ARROW PAPER	SUPPLIES	719.20	MILLBORN SEEDS INC.	SUPPLIES	22,680.00
ASCAP	DUES	434.00	MITCHELL HALLING	REFUND	47.00
AT&T MOBILITY	SERVICE	1,511.35	MOE OIL CO, INC.	SUPPLIES	1,522.62
AUTO VALUE WATERTOWN	PARTS	1,707.16	MPLA	DUES	65.00
AUTOMATIC BUILDING CONTROLS, INC.	SERVICE	800.00	MUNICIPAL UTILITIES	SERVICE	165,005.63
B & L TRUCKING	SERVICE	3,780.00	MUTH ELECTRIC, INC.	SERVICE	970.03
BAKER & TAYLOR	SUPPLIES	5,901.13	NAPA CENTRAL	PARTS	1,553.60
BAN-KOE SYSTEMS, INC.	SERVICE	282.00	NATE LAKE	REFUND	60.00
BATTERIES UNLIMITED, INC.	SUPPLIES	230.00	NENA	DUES	180.00
BELD TREE SERVICE	SERVICE	4,000.00	NORBY GOLF COURSE DESIGN, INC	SERVICE	14,500.00
BENJAMIN STORM	SERVICE	120.00	NORTH CENTRAL LABORATORIES	SUPPLIES	1,578.29
BERNIE'S BODY & GLASS	SERVICE	2,931.58	NORTHERN TOOL & EQUIPMENT	EQUIP	449.99
BIG HILL SERVICES LTD.	SUPPLIES	191.46	NORTHERN TRUCK EQUIPMENT CORP	SUPPLIES	4,462.75
BIG SIOUX WATER FESTIVAL	CONTRIB	500.00	NSI LAB SOLUTIONS INCORPORATED	SUPPLIES	436.10
BLACKSTRAP, INC.	SUPPLIES	5,521.25	NYBERG'S ACE HARDWARE, INC.	SUPPLIES	27.50
BLUEPEAK	SERVICE	10,690.34	OFFICE PEEPS, INC.	SUPPLIES	106,889.57
BORDER STATES ELECTRIC SUPPLY	SUPPLIES	561.37	ONE SOURCE	SERVICE	333.00
BORNS GROUP	POSTAGE	10,739.39	O'REILLY AUTO PARTS	PARTS	556.53
BOUND TO STAY BOUND BOOKS, INC.	SUPPLIES	213.38	OVERDRIVE, INC.	DUES	4,500.00
BOUND TREE MEDICAL LLC	SUPPLIES	5,933.71	OVERHEAD DOOR CO INC.	SERVICE	385.20
BRIAN'S GLASS INC.	SUPPLIES	903.00	PAMELA R. KANNAS	SERVICE	70.00
BRUCE BUHLER	TRAVEL	520.98	PATTI WELLS	REIMB	809.78
DRYAN WIENTJES	REIMB	1,000.00	PEARSON DESIGN	SERVICE	1,380.00
BULLET SPORTSWEAR AND GRAPHICS	SUPPLIES	1,050.50	PEARSON EDUCATION	SUPPLIES	888.83
BUREAU OF ADMINISTRATION	SERVICE	8.30	PENTAIR AQUATIC ECO-SYSTEMS	SUPPLIES	217.37
BUTLER MACHINERY CO INC.	SERVICE	13,012.77	PERFORMANCE TOWING	SERVICE	285.00
CALAMP WIRELESS NETWORKS CORPORATION	PARTS	240.00	PETERBILT OF FARGO	SERVICE	1,325.46
CAROLINA SOFTWARE, INC.	SERVICE	600.00	PIZZA RANCH	SUPPLIES	639.69
CARRICO LAW PROF. LLC	SERVICE	10,500.00	POLICE PETTY CASH FUND	CASH	76.40
CARTNEY BEARING CORPORATION	SUPPLIES	85.05	POLYDYNE INC.	SUPPLIES	7,866.00
CASHWAY LUMBER INC.	SUPPLIES	287.40	POMP'S TIRE SERVICE, INC.	SERVICE	6,206.14
CDW GOVERNMENT, INC.	SUPPLIES	3,624.06	PORTER DISTRIBUTING CO.	SUPPLIES	129.60
CENTER POINT LARGE PRINT	SUPPLIES	189.96	PRAIRIE LAKES HEALTHCARE SYSTEM	SUPPLIES	105.66
CENTURY BUSINESS PRODUCTS, INC	SERVICE	457.40	PRAIRIE LAKES WELLNESS CENTER	CASH	150.00
CENTURYLINK	SERVICE	128.78	PRIES LASER WORKS 1776 LLC	SERVICE	300.00
CENTURYLINK	SERVICE	49.40	PRIMARY PRODUCTS COMPANY	SUPPLIES	1,312.50
CENTURYLINK	SERVICE	13.63	PRINT EM NOW	SUPPLIES	472.60
CHRISTOPHER ANDERSON	REIMB	33.00	PRO LINE, INC.	SUPPLIES	73.20
CHRISTOPHER ROBINSON	REIMB	1,000.00	PRODUCTIVITY PLUS ACCOUNT	PARTS	1,066.29
CINTAS CORPORATION NO. 2	SUPPLIES	54.54	PURE & SECURE	SUPPLIES	55.20
CIVICPLUS	FEES	9,849.01	QUESTIONS & SOLUTIONS ENGINEERING	CONSTR	2,301.00
CLARKE MOSQUITO CONTROL PRODUCTS, INC	SUPPLIES	3,720.60	RADWELL INTERNATIONAL, INC.	SUPPLIES	381.88
COCA COLA BOTTLING COMPANY	SUPPLIES	156.00	RAMKOTA HOTEL	TRAVEL	343.05
CODI MARTIN	TRAINING	317.54	RC TECHNOLOGIES, INC	SERVICE	78.20
CODINGTON CO AUDITOR	REIMB	331,291.15	RDO EQUIPMENT CO.	SERVICE	6,995.58
CODINGTON CO REGISTER OF DEEDS	SERVICE	151.00	REDLINGER BROS INC.	SERVICE	2,160.34
CODINGTON CO SEARCH AND RESCUE	CONTRIB	18,000.00	REILLY REPAIR INC.	SERVICE	323.78
CODINGTON CO TREASURER	SERVICE	53.40	REUBEN KINNUNEN	REIMB	1,000.00
CODINGTON COUNTY HISTORICAL SOCIETY	CONTRIB	11,000.00	RICH REMMERS	REIMB	60.00
CODY BERNS	SERVICE	3,240.00	RICK TRUPE	REIMB	293.28
COMMERCIAL CLEANING SERVICES INC	SERVICE	5,550.00	RIEDELL SHOES, INC	SUPPLIES	6,465.83
COMMERCIAL KITCHEN SERVICES, LLC	SERVICE	7,266.02	RJM CONSTRUCTION, LLC	CONSTR	1,766,652.97
CONNECTING POINT, INC.	SERVICE	1,589.91	ROB BEYNON	REIMB	1,000.00
CONNECTIONS INC EAP	FEES	1,335.14	RON'S SAW SHOP	SUPPLIES	3,394.36

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CORY WOHLLEBER	REIMB	35.00	ROTARY CLUB	DUES	418.00
COUNTY FAIR FOODS	SUPPLIES	325.70	ROY'S SPORT SHOP INC.	SUPPLIES	1,098.92
CREATIVE PRODUCT SOURSING , INC.	SUPPLIES	759.82	RUNNINGS FARM AND FLEET	SUPPLIES	2,332.94
CREATIVE REWARDS & SPECIALTIES	SUPPLIES	1,511.00	SAFETY VISION	SUPPLIES	938.66
CRESCENT ELECTRIC SUPPLY, CO.	SUPPLIES	115.12	SAME DAY EXPRESS, INC.	SERVICE	340.00
CRITTER MART & MORE	SUPPLIES	48.98	SANFORD HEALTH OCCUPATIONAL MEDICINE	SERVICE	683.00
CUES, INC.	SERVICE	5,253.92	SANFORD USD MEDICAL CENTER	SERVICE	1,200.00
CULLIGAN	SERVICE	316.25	SANITATION PRODUCTS INC.	EQUIP	343,839.21
DACOTAH BANK	DEBT	35,266.21	SAUNA360	SUPPLIES	510.77
DACOTAH PAPER COMPANY	SUPPLIES	859.15	SCHAEFFER MFG CO.	SUPPLIES	3,323.65
DAKOTA BUTCHER	SUPPLIES	250.00	SCOTT GLOE	REIMB	1,025.00
DAKOTA ELECTRONICS	SERVICE	480.00	SCOTT SCHUNTER	REIMB	47.49
DAKOTA PLAYGROUND	PLAYGROUND	51,480.00	SD AIRPORT CONFERENCE	DUES	200.00
DAKOTA SIGNS	SUPPLIES	75.00	SD ASSOCIATION OF CODE ENFORCEMENT	DUES	75.00
DAKOTA TERRITORY FIRE	DUES	100.00	SD DEPT OF AGRICULTURE	DUES	362.92
DAKOTAS CHAPTER - ISA	DUES	1,175.00	SD DEPT OF ENVIRONMENT & NATURAL RESOURCES	FEES	4,512.70
DEMCO, INC.	SUPPLIES	407.94	SD DEPT OF LABOR	DUES	308.45
DEPENDABLE SANITATION INC.	SERVICE	4,181.66	SD DEPT OF MOTOR VEHICLES	SERVICE	1.00
DERRICK RAUEN	SERVICE	150.00	SD DEPT OF TRANSPORTATION	SERVICE	802.75
DEUTSCH EXCAVATING	SERVICE	6,340.00	SD MUNICIPAL LEAGUE	DUES	290,493.00
DSR, INC.	SERVICE	890.59	SD PLANNER'S ASSN	DUES	50.00
DUGAN SALES & SERVICE INC.	SUPPLIES	2,525.95	SD POLICE CHIEF'S ASSOCIATION	DUES	200.00
DUININCK, INC	CONSTR	13,478.00	SD PUBLIC ASSURANCE ALLIANCE	SERVICE	3,429.40
EASTSIDE EQUIPMENT LLC	PARTS	2,102.53	SD STATE ELECTRICAL COMMISSION	DUES	80.00
ELITE DRAIN & SEWER CLEANING LLC	SERVICE	680.00	SDN COMMUNICATIONS	SERVICE	766.99
ELKS LODGE	SERVICE	2,444.00	SDSU EXTENSION	DUES	180.00
ENGELSTAD ELECTRIC	SERVICE	2,449.37	SESAC, INC.	DUES	581.00
EXECUTIVE MGMT. FINANCE OFFICE	SERVICE	5.50	SHARP AUTOMOTIVE, INC	EQUIP	37,487.30
FASTENAL COMPANY	SUPPLIES	595.00	SHRED-IT	SERVICE	316.68
FEDERAL EXPRESS CORPORATION	SERVICE	62.03	SIGN PRO	SERVICE	9,021.50
FERGUSON WATERWORKS #2516	SUPPLIES	928.96	SIOUX RURAL WATER SYSTEM	SERVICE	87.90
FINNLYTECH INC	SERVICE	3,648.00	SIOUX VALLEY COOP	SUPPLIES	45,107.46
FIRST DISTRICT ASSN OF LOCAL GOVERNMENTS	SERVICE	51,087.50	SIOUX VALLEY GREENHOUSE	SERVICE	192.00
FIRST NATIONAL BANK OMAHA	SUPPLIES	18,830.01	SITEONE LANDSCAPE SUPPLY, LLC	SUPPLIES	5,795.45
FISHER SCIENTIFIC	SUPPLIES	203.57	SNAP-LOC CARGO CONTROL SYSTEMS, LLC	SUPPLIES	1,576.00
FOUR SEASONS SMALL ENGINE REPAIR	SERVICE	294.50	SODAK SERVICES, LLC	SERVICE	457.44
G & R CONTROLS, INC.	SERVICE	4,875.77	SOUTH DAKOTA STATE TREASURER	UNCLAIMED PROP	132.13
GALL'S INC.	SUPPLIES	497.93	STAN HOUSTON EQUIPMENT INC.	SUPPLIES	699.00
GANNETT HOLDINGS LLC OHIO	SUBSCR	384.80	STAR LAUNDRY & CLEANERS, INC.	SERVICE	740.04
GANNETT MEDIA CORP	SERVICE	2,018.01	STEIN SIGN	SUPPLIES	2,314.35
GARY WECKWERTH	SERVICE	1,250.00	STEIN'S INC.	SUPPLIES	252.71
GEOTEK ENGINEERING	SERVICE	9,500.00	STEVE'S WORLD INC.	SERVICE	6,672.04
GLACIAL LAKES HUMANE SOCIETY & SHELTER	SUBSIDY	50,000.00	STOCKWELL ENGINEERS, INC.	SERVICE	10,609.20
GLACIAL LAKES VETERINARY	SERVICE	959.13	STREICHER'S INC.	SUPPLIES	138.99
GLASS PRODUCTS INC.	SERVICE	838.95	STRYKER SALES CORPORATION	SUPPLIES	18,563.46
GRAINGER	SUPPLIES	1,497.64	SUPERIOR TECH PRODUCTS	SUPPLIES	1,740.00
GREG WHITLOCK	REFUND	62.49	T & K RENTALS	SUPPLIES	3,004.80
HACH COMPANY	SUPPLIES	46.99	TANNER HEISER	SERVICE	100.00
HAMPTON INN	TRAVEL	315.00	TATE LARSON	SERVICE	240.00
HARTWIG HEATING	SERVICE	320.00	TAX-EXEMPT LEASING CORP	EQUIP	108,919.14
HAWKINS INC.	SUPPLIES	14,681.86	TECH LOGIC CORPORATION	SUPPLIES	1,304.00
HDR ENGINEERING INC.	SERVICE	248,849.78	TECHNICOLOR SCREEN PRINTING, INC.	SUPPLIES	147.40
HEIMAN, INC.	SUPPLIES	1,845.00	TEGRA GROUP, INC.	SERVICE	31,037.29
HELMS & ASSOCIATES	SERVICE	18,865.06	THE BLOSSOM SHOPPE & GIFTS	SUPPLIES	107.00
HILLYARD / SIOUX FALLS	SUPPLIES	3,306.20	THE FORUM	DUES	307.69
HOBBY LOBBY STORES, INC.	SUPPLIES	60.89	THE PLAINS APARTMENTS LLC	DEBT	7,619.86
HUMAN SERVICE AGENCY	CONTRIB	14,950.00	THOMSON REUTERS - WEST	SUBSCR	851.05
HY VEE FOOD STORE	SUPPLIES	658.41	TIMMONS CONSTRUCTION, INC.	CONSTR	33,412.33
IACP	DUES	190.00	TK ELEVATOR	SERVICE	547.60
IAPE	DUES	65.00	TODAY'S BUSINESS SOLUTIONS, INC.	FEES	78.84
IKE'S WINDOW WASHING	SERVICE	1,730.00	TONY AAS	DUES	56.00
IMAGE TREND, INC.	SERVICE	5,380.00	TRAINING 9-1-1 HEROES	TRAINING	130.00

INTERSTATE COMMERCIAL LAUNDRY, LLC	SERVICE	2,710.55	TRANSOURCE TRUCK & EQUIPMENT, INC.	SERVICE	2,176.05
INTOXIMETERS, INC.	SUPPLIES	300.00	TRANSUNION RISK AND ALTERNATIVE	SERVICE	75.00
ISTATE TRUCK CENTER, INC.	PARTS	612.18	TRAV'S OUTFITTER, INC.	SUPPLIES	350.00
ITC, INC	SERVICE	687.85	TRIPLE A BRAND MEAT CO.	SUPPLIES	7,882.50
J & B SCREEN PRINTING INC.	SUPPLIES	867.50	TRITECH SOFTWARE SYSTEMS	DUES	96,567.45
J H LARSON ELECTRICAL CO.	SUPPLIES	3,900.60	TRUCK CENTERS COMPANIES EAST LLC	PARTS	168.88
JAMIE CONROY	REIMB	18.00	TWO WAY SOLUTIONS, INC.	SUPPLIES	2,732.28
JCL - SIOUX FALLS BRANCH	SUPPLIES	170.28	TYLER BRINKA	SERVICE	100.00
JEAN HJELSETH	REFUND	80.00	TYLER BUSINESS FORMS	SUPPLIES	850.95
JEFFERSON LINES	SERVICE	165.00	TYLER GORRELL	REIMB	1,000.00
JEFF'S VACUUM CENTER	SUPPLIES	24.99	TYLER TECHNOLOGIES, INC.	SERVICE	23,655.50
JERRY'S TRANSMISSION SERVICE, INC.	SERVICE	41.52	U S I INC.	SERVICE	6.99
JLG ARCHITECTS	CONSTR	78,502.57	UNIQUE MANAGEMENT SERVICES, INC.	SERVICE	75.90
JOHN DEERE FINANCIAL	PARTS	343.32	UNITED STATES ICE RINK ASSOCIATION	DUES	95.00
JOHNSON CONTROLS, INC.	SERVICE	34,245.30	UPS STORE	SERVICE	73.06
JOHNSON FITNESS & WELLNESS	SUPPLIES	7,220.00	US BANK NATIONAL ASSOCIATION	RENT	80.00
JULIE MCGILL	SERVICE	210.00	US FOODS - SIOUX FALLS	SUPPLEIS	3,181.47
JURGENS PRINTING INC.	SUPPLIES	12,411.80	USA BLUE BOOK	SUPPLIES	170.46
JUSTIN LAWN & TREE SERVICE, INC.	SERVICE	675.00	USA TODAY NETWORK TENNESSEE	ADV	5,975.05
KAITLIN FUERSTENAU	REIMB	1,000.00	VALERIE SEIDELL	REIMB	1,000.00
KARL EMERGENCY VEHICLES	PARTS	551.68	VERIZON WIRELESS	SERVICE	659.18
KARTER LINGEN	REFUND	56.00	WAL-MART	SUPPLIES	922.05
KIESLER POLICE SUPPLY, INC.	SUPPLIES	12,381.11	WATERTOWN AREA CHAMBER OF COMMERCE	DUES	1,319.19
KIXX	ADV	500.00	WATERTOWN BOYS AND GIRLS OF WATERTOWN	SUBSIDY	22,607.20
KPHR	ADV	192.00	WATERTOWN BUSINESS DISTRICT IMPROVEMENT	SUBSIDY	16,772.58
KURITA AMERICA INC	SUPPLIES	2,460.78	WATERTOWN CONVENTION & VISITORS BUREAU	SUBSIDY	31,000.00
KXLG	ADV	1,550.00	WATERTOWN FORD	SERVICE	534.59
L. G. EVERIST, INC.	SUPPLIES	13,418.30	WATERTOWN LAWN & GARDEN & SMALL ENGINE REPAIR INC	SUPPLIES	5,691.39
LAKE AREA / BIT	SERVICE	299.25	WATERTOWN POLICE DEPARTMENT	FEES	550.00
LAKE AREA DOOR, INC.	SERVICE	754.70	WATERTOWN TRUCK & TRAILER INC	SERVICE	866.80
LAKE AREA TECHNICAL COLLEGE	SERVICE	7,498.13	WATERTOWN WHOLESALE	SUPPLIES	561.05
LAKE AREA ZOOLOGICAL SOCIETY	REIMB	13,815.75	WELD IT ALL	SERVICE	475.00
LANGUAGE LINE SERVICES, INC.	SERVICE	103.70	WHEELCO TRUCK & TRAILER PARTS	SERVICE	14.56
LATC/CORP ED	SERVICE	2,200.00	WINSUPPLY OF WATERTOWN	SUPPLIES	2,589.00
LEACHATOR PUMPING SYSTEMS	PARTS	7,602.43	WRIGHT NATIONAL FLOOD INSURANCE COMPANY	DUES	945.00
LES MILLS US TRADING, INC.	LICENSE	1,177.30	WW TIRE SERVICE INC.	SERVICE	1,798.38
LLOYD'S HEATING. INC.	SERVICE	149.94	XTREME GARAGE DOOR LLC	SERVICE	86.73
LONNIE MANDEL	REIMB	1,000.00	ZAMBONI COMPANY USA, INC	EQUIP	202,422.30
LORI COLE	REIMB	2,484.00	ZIP AND STITCH SEWING	SUPPLIES	60.00
LYLE SIGNS, INC.	SUPPLIES	1,173.03			

PAYROLL:

	Sal	SS	Pen	Ins		Sal	SS	Pen	Ins	
Mayor/CC	10,304.10	156.67	-	-	**Cemetery**	14,994.95	1,108.48	771.67	1,765.12	
City Manager	21,791.83	2,048.32	1,302.71	3,491.35	**Animal Cntrl**	9,803.80	716.06	583.43	1,765.12	
Human Resources	26,583.05	1,967.97	1,389.10	2,308.03	**Forestry**	21,899.30	1,589.81	1,303.18	3,955.11	
Finance	31,759.99	2,293.97	1,900.80	4,665.57	**Library**	49,122.73	3,576.40	2,760.29	10,817.50	
Info Tech	21,618.72	1,585.54	1,206.15	2,982.86	**Comm Develop**	28,031.92	2,040.22	1,582.11	3,399.62	
Engineer	34,336.13	2,519.50	2,048.15	5,845.89	**Park & Rec.**	198,831.34	14,661.13	10,499.50	29,124.25	
Police	324,636.27	23,951.66	25,385.44	38,807.08	**PLWC**	76,728.18	5,831.29	2,528.82	7,056.01	
Fire	298,727.52	4,384.01	23,359.19	50,815.12	**E-911**	68,828.50	4,987.56	4,127.30	10,754.48	
Public Works	18802.34	1391.89	1123.36	2111.29	**Sewer**	84,516.98	6,140.49	5,002.57	12,341.21	
Street	71,226.00	5,460.55	4,485.00	12,140.89	**Landfill**	83,771.96	5,985.21	5,019.11	17,540.23	

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Snow Removal	3,644.00	-	-	-	**Airport**	41,516.03	3,079.28	2,483.76	4,798.80	
Add'l 8.00 Long	J. Alvarado, K. Ellis, T. Griffith & T. Swenson (Police), D. Axelsen, C. Ordal & M. Sackmann (Fire), T. Weeks (Cemetery), M. Jordan & J. Stricker (Zoo)									
Salary Inc Mayor	R. Holien (41,216.40/yr) **Salary Inc Council** B. Buhler, M. Danforth, L. Jurrens, K. Peters, D. Schutte & R. Tupper (13,738.80/yr) **Salary Inc WWTP** R. Jennen (1,000.00/yr)									
Sal Inc Cemetery	J. Weeks & T. Weeks (1,000.00/yr), D. Sweet (11.20/hr) **Salary Inc Police** T. Swenson (1,000.00/yr), D. Ottenbacher & M. King (22.00/hr) **Salary Inc Zoo** J. Gilman (1,000.00/yr)									
Salary Inc Zoo	B. York (12.25/hr) **Salary Inc Street** S. Fryslie, G. Walburg & R. Gusso (17.00/hr) **Salary Inc Library** A. Sherrill (11.20/hr), A. Pries & S. Rosenthal (11.40/hr)									
Salary Inc Library	A. Junker, A. White & R. Armstrong (14.00/hr) **Salary Inc Ice Arena** H. Pearson (18.00/hr) **Salary Inc P&R** C. Thompson, L. Mack & S. Even (12.00/hr) B. Dorneman & E. Tisher (13.00/hr)									
Salary Inc PLWC	J. Moses (12.75/hr) M. Fox, M. Geffre, M. Lunde, D. Mueller & F. Pischke (13.00/hr), D. Bohn & D. Steinert (13.25/hr), J. Peterson, J. Pischke, T. Spence & R Walsh Choske (14.00/hr)									
Salary Inc PLWC	S. Kranz (18.00/hr), K. Brownlee (18.50/hr) **New Hire Landfill** S. Davis (8,803.60/mo/40.00/mo cell) **New Hire Ice Arena** J. Dargatz (4,075.07/mo/40.00/mo cell), J. Ingalls (17.00/hr)									
New Hire Airport	D. Nichols (4,075.07/mo), **New Hire WWTP** C. Anderson (4,075.07/mo) **New Hire Forestry** J. Brist (3,880.93/mo/40.00/mo cell) **New Hire Library** Z. Mettler (11.40/hr)									
New Hire PLWC	D. Stanford (12.00/hr), T. Stephens (12.50/hr), K. Karst & D. Meyer (13.00/hr), E. Nelson (17.50/hr)									

2024 Monthly Salary:

A. MACK	14,440.40	C. KRUSE	7,971.60	C. BLOCK	4,156.53
M. TOWLE	4,674.80	T. MCELHANY	8,294.00	S. PLOCHER	6,333.60
K. BOBZIEN	10,781.33	A. HEINRICH	6,527.73	J. STRICKER	6,215.73
K. STRICHERZ	6,564.13	J. JORGENSON	6,399.47	M. JORDAN	5,066.53
J. COLLINS	5,411.47	C. MACK	5,912.40	M. DRAKE-MILLER	4,874.00
E. FORREST	4,364.53	M. MACK	5,912.40	W. GALLAGHER	4,874.00
B. SPILDE	4,364.53	C. NOELDNER	6,926.40	J. GILMAN	5,375.64
D. NICHOLS	9,271.60	M. SCHELL	6,791.20	K. KONRAD	5,201.73
S. BRETSCHNEIDER	5,108.13	T. AAS	5,803.20	A. LAM	4,324.67
B. FALK	5,108.13	D. AXELSEN	5,361.20	S. RASMUSSEN	4,239.73
H. VONEYE	14,147.47	D. AXELSEN	5,361.20	T. SIMONTON	4,239.73
J. PETERSEN	10,401.73	A. DEFEA	5,468.67	O. WULFF	4,499.73
W. EWING	7,104.93	D. GAMBER	5,361.20	S. GLOE	7,690.80
M. LEWNO	6,208.80	T. GORRELL	5,361.20	M. BRANDSRUD	7,104.93
L. HOITEN	4,589.87	K. HAASE	5,153.20	N. GEIST	5,912.40
K. ENGEN	5,369.87	I. HALL	5,361.20	S. ARBOGAST	4,373.20
C. GERMAN	4,960.80	J. HAUCK	5,577.87	B. COTTEN	4,038.67
P. BOYLE	7,942.13	K. HOLLENBECK	5,688.80	B. FORMAN	3,958.93
M. HALLING	6,087.47	D. LANDEEN	5,468.67	B. LAWRENCE	5,461.73
T. WALLERT	5,967.87	B. MARLOW II	5,255.47	T. VARNS	4,038.67
T. TOOMEY	11,037.87	N. MURPHY	5,361.20	D. TAKEN	5,123.73
R. REMMERS	10,036.00	Z. NINKE	5,052.67	T. HILLIS	7,845.07
R. BEAUCHAMP	7,971.60	C. ORDAL	5,361.20	D. GREENMAN	6,215.73
K. ELLIS	8,294.00	Z. ORDAL	5,577.87	J. HEMILLER	6,215.73
S. REHORST	8,294.00	C. ROBINSON	5,919.33	S. BEKAERT	4,161.73
T. BARTHEL	6,460.13	J. RUBY	5,361.20	C. SUMAN	3,770.00
R. FISCHER	6,087.47	M. SACKMANN	5,688.80	R. KRANZ	3,168.53
M. HEGG	6,721.87	A. SCHMIDT	5,361.20	R. SADERGASKI	4,038.67
B. JOHNSON	6,857.07	A. SEBEK	5,577.87	T. VANDUSEN	7,078.93
R. KINNUNEN	6,333.60	T. SITTIG	5,577.87	J. ALLEN	4,156.53
S. PRICE	6,460.13	D. TRAUFLER	5,361.20	K. ANDERSON	4,870.67
S. ADLER	5,052.67	T. VOHLKEN	5,153.20	T. BEUTOW	4,589.87
J. ALVARADO	5,411.47	B. WIRTJES	5,361.20	K. FUERSTENAU	4,364.53
A. BEYL	5,153.20	R. BEYNON	8,294.00	J. GREGERSEN	4,156.53
J. BJERKE	5,742.53	T. LAFRAMBOISE	5,912.40	C. KARPINSKE	4,156.53
B. BLACK	5,153.20	S. PETERSON	3,846.27	T. RITER	4,364.53
T. BREHMER	5,052.67	S. BRINKMAN	4,411.33	A. SCHAEFER	4,629.73
A. BUYSSE	5,153.20	Z. CLINE	4,239.73	L. SCHMIG	4,156.53
L. CROWN	5,153.20	J. DAILEY	4,324.67	A. SEXTER	4,156.53
C. DEVILLE	5,052.67	T. EISCHENS	5,213.87	T. WOLLAN	4,324.67
M. GEIER	5,052.67	B. GRIEPP	4,239.73	R. DARI	8,101.60
T. GRIFFITH	5,856.93	J. KJETLAND	4,156.53	C. MITCHELL	8,767.20
A. HANSEN	5,052.67	J. LINDNER	4,589.87	L. HOWARD	6,857.07
J. HARBERTS	5,361.20	A. REIS	4,239.73	B. MILES	6,087.47
B. JOHNSTON	5,052.67	J. RETHKE	4,629.73	B. EISCHENS	4,582.93
G. LARSON	5,052.67	B. SCHAEFER	4,156.53	A. DAVIS	4,364.53
K. LINGEN	5,411.47	K. SMUNK	4,239.73	K. STEINER	4,364.53
T. MAERTENS	5,629.87	T. WEEKS	5,648.92	R. JENNEN	5,819.18
A. MATTSON	5,052.67	J. WEEKS	4,754.23	W. MILLS	4,239.73
J. MOORE	5,052.67	L. MAAG	6,274.67	C. PETERSON	4,539.60
A. NELSON	5,518.93	C. KRIESE	4,288.27	J. DAME	5,423.60
C. PAULSON	5,052.67	J. MAAG	3,958.93	J. ECCLES	4,239.73
V. SEIDELL	5,052.67	M. GRUENER	7,512.27	M. GERMAN	4,156.53
S. SIVERTSON	5,411.47	L. HINMAN	6,087.47	C. JENSEN	4,156.53
C. STRICHERZ	5,919.33	S. OVERVAAG	4,629.73	J. BOYD	6,274.67
C. TRUMM	5,629.87	R. KNUDSON	5,011.07	T. BUSH	6,527.73
A. VAN OVERBEKE	5,052.67	J. VOLKART	4,629.73	R. CLARK	4,156.53

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J. WALDNER	5,153.20	J. FORMANEK	4,629.73	L. KAASA	4,589.87
K. WENGLER	5,052.67	B. SPROUSE	5,213.03	L. MANDEL	4,156.53
C. WOLLSCHLAGER	5,153.20	T. TRUPE	3,808.13	B. MOELLER	5,376.80
C. YURKOVICH	5,052.67	B. HANTEN	7,663.07	D. TORSTENSON	4,775.33
G. BARTHEL	4,080.27	R. PETERSON	6,435.87	J. WARD	4,156.53
C. CUTLER	4,967.73	C. HEUER	4,239.73	C. BIEVER	5,271.07
M. JENSEN	4,595.07	J. MILLS	5,518.93	D. GIVENS	4,239.73
D. LINDNER	3,962.40	R. TRUPE	4,539.60	M. HOLIDA	4,156.53
T. SWENSON	5,114.24	D. RODIEK	10,036.00	J. KALSBECK	4,156.53
C. CHRISTENSON	5,111.60	A. STRUWE	5,796.27	R. NICHOLS	5,066.53
T. INGALLS	4,451.20	T. LOWE	4,499.73	J. SIMONTON	5,271.07
D. ROWLAND	11,037.87	J. MAAG	6,695.87	C. WOHLLEBER	4,239.73
S. JONGBLOED	10,036.00	R. HEISER	5,629.87	R. CYRUS	7,512.27
G. LANGEROCK	7,663.07	A. MAGEDANZ	5,629.87	R. MAAG	6,030.27
A. BLOOM	6,721.87	B. MAROTZ	5,023.20	B. BECK	4,324.67
C. DEIBERT	5,153.20	M. HALFADAY	3,499.60	T. KAASA	4,327.67
J. KJENSTAD	5,052.67	L. PEARSON	8,162.27	T. MAROTZ	4,411.33
C. FISCHER	8,294.00	S. SCHUNTER	6,151.60	T. WITTE	4,161.73

Chief Tim Toomey provided a presentation and discussion on the Lenco Armored Rescue Vehicle. No action taken.

Motion by Schutte, seconded by Peters, to approve Resolution No. 24-01, a Borrower's Resolution for the Wastewater Collection System and Treatment Facilities Improvements, Project No. 2317. Motion Carried.

Motion by Danforth, seconded by Peters, to approve Resolution No. 24-02 for a Wastewater Fee Surcharge in relation to the Wastewater Collection System and Treatment Facilities Improvements, Project No. 2317. Motion Carried.

Motion by Tupper, seconded by Peters, to approve a Bid Award for a 2024 Backus A-50 Windrow Compost Turner via Sourcewell contract, to Ecoverse, in the amount of $462,805.00. Motion Carried.

City Manager Mack announced the Award Winners from the City Awards Banquet: Matt Brandsrud/Park & Rec has been named Employee of the Year; Theresa Hillis/PLWC was recognized as the recipient of the One-in-a-Million Award; Heath VonEye/Public Works was given the Mentor Award; Darci Nicols/Human Resources was named Rookie of the Year; Michelle Miller/Zoo was awarded the Creativity Award and Ryan Fisher/Police Department was recognized as the recipient of the Caregiver Award.

City Manager Mack introduced Cassie Heiser as the City Hall Office Specialist.

City Manager Mack stated there will be a City Council Work Session on Monday, February 12th at 4:00 PM in the Police Department Community Room.

City Manager Mack announced that Watertown Day is Tuesday, February 13th with the Watertown Area Chamber of Commerce.

City Manager Mack announced House Bill 1092 which raises the 911 surcharge has passed through the House and will be heard by the Senate on Thursday, February 8th. City Staff will provide support of this bill, which will increase the E911 budget if passed.

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City Manager Mack stated the City has received temporary occupancy at the Ice Arena as of today. Grand Opening is projected for early April.

Motion by Buhler, seconded by Danforth, to go in to Executive Session for the purpose of discussing a contractual matter. Motion Carried.

Motion by Buhler, seconded by Danforth, to adjourn until 5:30 PM on Tuesday, February 20th, 2024. Motion Carried.

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

Dated at Watertown, South Dakota, February 5th, 2024.

ATTEST:

_____ _____

Kristen Bobzien, Finance Officer Ried Holien, Mayor

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City Council

Agenda Item

Subject: Approval of Brittney Graham as a Watertown Regional Library Volunteer

Meeting: City Council - Feb 20 2024

From: Maria Gruener, Library Director

BACKGROUND INFORMATION:
The Library Board of Trustees approved Brittney Graham as a volunteer at the February 6, 2024 regular meeting.

SUGGESTED MOTION:
I move to approve Brittney Graham as a Watertown Regional Library Volunteer.

ATTACHMENT(S):
February 2024 Library Board of Trustees Minutes

Watertown Regional Library
Library Board of Trustees Meeting Minutes
February 6, 2024

CALL TO ORDER
The Library Board met in regular session at 4:19pm in the Marge Tauber South Dakota Room. President Anne Gabel presiding.

ROLL CALL
Present upon roll call: Library Board of Trustees Members Gabel, Niewoehner, Spies, and Weigel.

PUBLIC COMMENT
No members of the public commented.

APPROVAL OF CONSENT AGENDA
Motion by Niewoehner, seconded by Weigel to approve the entire consent agenda. Motion carried unanimously.

APPROVAL OF AGENDA
Motion by Spies, seconded by Weigel to approve the regular agenda. Motion carried unanimously.

REGULAR AGENDA
Motion by Niewoehner, seconded by Spies to approve the January 2024 fines fund and general fund expenditures. Motion carried unanimously.

REPORT OF LIBRARY DIRECTOR
Gruener gave an update on the Technology Library Specialist position, mentioned that two additional movie packs (Episodic Titles and Favorites) have been added to Kanopy, and discussed library database statistics.

NEW BUSINESS
Motion by Weigel, seconded by Spies to approve Brittney Graham as a library volunteer. Motion carried unanimously.

The Watertown Regional Library mission statement was reviewed.

The Watertown Regional Library movie policy was reviewed.

ADJOURNMENT
Motion by Weigel, seconded by Niewoehner to adjourn at 5:13pm. Motion carried unanimously.

_____	_____
Anne Gabel	Maria Gruener
Board President	Secretary - Library Director

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City Council

Agenda Item

Subject: Approval of Application for Abatement/Refund of Property Taxes for record# 18324 in the amount of $7,095.12.

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

SUGGESTED MOTION:
I move to approve the Application for Abatement/Refund of Property Taxes for Record# 18324 in the amount of $7,095.12.

STAFF REFERENCE(S):
Jennifer Collins

ATTACHMENT(S):
Abatement

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

FILED
JAN 30 2024
CODINGTON COUNTY AUDITOR

NAME [redacted]

MAILING ADDRESS [redacted]

CITY Watertown STATE SD ZIP CODE 57201

Record # 18324 Legal Description of Property Lot 5A Northridge 35th Add

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

_____ An error has been made in any identifying entry of description of the real property; in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

_____ Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

__X__ The complainant or the property is exempt from the tax;

_____ The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessment;

_____ Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

_____ The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.

_____ A loss occurred because of flood, fire, storm, or other unavoidable casualty;
Date of Loss _____

_____ Structures have been removed after the assessment date (upon verification by the director of equalization), Date structures removed _____

_____ Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4.

_____ Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.

_____ Other / Comments _____

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

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

[redacted]
Applicant's Signature

Subscribed and sworn to, before me this 16th day of January, 2024.

Notary / Auditor / Deputy Auditor / Director of Equalization

Date received in the County Auditor's Office 1/30/2024 Received by C. Feldmeyer

Taxes due in 2024 Total Taxable Value 484,209 Total Taxes Due 7095.12

Tax levy 14.653 Property classification NA

Taxable Value Abated 484,209 Amount Abated 7095.12 Amount Refunded _____

No. _____

APPLICATION FOR

ABATEMENT OR REFUND

of

Mr. _____

P.O. _____

OFFICE OF COUNTY AUDITOR

Codington County

Received and filed in my office on

_____, 20____.

_____

County Auditor.

By _____

Deputy.

Approved by authority of Subdivision of SDCL-10-18-1.

Dated _____, 20____

_____

Chairman County Board.

Rejected:

Reasons: _____

_____

_____

_____

_____

_____

_____

Dated _____, 20____

_____

Chairman County Board.

Applicant advised of action by notice dated _____, 20____.

_____

County Auditor.

Approved by authority of Subdivision of SDCL-10-18-6.

City of _____

Dated _____, 20____

_____

Mayor.

Rejected:

Reasons: _____

_____

_____

_____

_____

_____

_____

Dated _____, 20____

_____

Mayor.

Applicant advised of action by notice dated _____, 20____.

_____

City Auditor.

Records have been checked and it was found that the applicants property ~~was~~ is Tax Exempt and was taxed on error.

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

Donna Arndt

ASSESSING OFFICER

City Council

Agenda Item

Subject: Application for a Special Event Retail On-Sale License to The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for the Boys & Girls Club Camel Races at the Codington County Extension Complex, 1910 West Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn from 3:00 PM to 11:59 PM on Friday, April 26th, 2024.

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

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

SUGGESTED MOTION:
I move to approve the application for a Special Event Retail On-Sale License to The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for the Boys & Girls Club Camel Races at the Codington County Extension Complex, 1910 West Kemp Ave, W17' of Lot 60 & all of Lots 61-71 W110' of Lots 72-82 & all of Lots 83-93, Way's 4th Lake Drive Addn from 3:00 PM to 11:59 PM on Friday, April 26th, 2024.

STAFF REFERENCE(S):
Jennifer Collins

ATTACHMENT(S):
Camel Races

CITY OF WATERTOWN
FINANCE DEPARTMENT

Special Event & Weekly Seasonal Event Alcohol Beverage License Application

1. License Type(s) Requested

☐	Special Malt Beverage Retailers License
☐	Specail On-Sale Wine Retailers License
☒	Special On-Sale License
☐	Special Off-Sale Package Wine Dealers License
☐	Special Off-Sale Package Wine Dealers License – Donated Beverages
☐	Special Off-Sale Package Malt Beverage Dealers License – Donated Beverages
☐	Special Off-Sale Package Dealers License – Donated Beverages

2. Name and Description of Special Event Boy's + Girls Club CAMEL Races

3. Event Date(s) and times: Friday April 26, 2024 from 3pm-11:59pm

(Licenses can be issued for a period of time to be established by the Council for a duration of a special event, but not to exceed fifteen (15) consecutive days)

4. Describe Event Location: W17' of Lot 60 + all of Lots 61-71, W 110' of Lots 72-82 + All of 83-97, Way's 4th Addition & Lake Drive
Event Address: Codington Co. Extension Building 1910 W Kemp Ave, Wtn, SD 57201

5. Event Applicant and Applicant Address: Dempsey's Brewery, Pub, + Restaurant
127 N. Broadway Watertown, SD 57201

live board game fundraiser for Boys + Girls Club

To apply for a Special Event License, you must be one of the following (please check one)
- If Civic, Charitable, Educational or Fraternal: please provide copy of 501(c)(3).

☐	Civic
☐	Charitable
☐	Educational
☐	Fraternal
☐	Veterans Organization
☐	Existing On-Off Sale Malt Beverage Licensee
☐	Existing On-Off Sale Wine Licensee
☒	Existing On-Sale Liquor Licensee

6. Event Coordinator's Name Jayme Erickson
Email: Shamrocks.edelweiss@gmail.com
Business Ph# 605-882-9760

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

8. Method of alcohol consumption:

☒	Sold and consumed on site
☐	Sold/Auctioned and consumed off site *-for example, a winery basket at a silent auction*

9. Estimated number of Participants 400
   Estimated number of Minors 200

   Method in which applicants plan to prevent underage consumption: I.D. everyone looking under 40

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

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

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

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

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

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

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

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

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

16. Miscellaneous Information for City Council Review:

    _____
    _____
    _____
    _____

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

    _____ 2/5/24
    Signature Date

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

To Be Completed by Records & Licensing Manager:

1. Notice of public hearing was published on _____ in the Watertown Public Opinion.
2. Public Hearing and/or Council action was held on _____.
   The Watertown City Council took action to
   _____ Approve
   _____ Disapprove license due to _____.

3. The following restrictions were imposed: _____
   _____
   _____.

4. Receipt Number _____

5. Special Event License Number _____

6. Mailed to applicant on _____.

7. Signature of City Manager: _____ Date _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/3/2023

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

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

PRODUCER	CONTACT NAME: Pamela Carpenter
American Trust Insurance, LLC 825 S Maple PO Box 1657 Watertown, SD 57201	PHONE (A/C, No, Ext): (605) 886-9719 FAX (A/C, No): E-MAIL ADDRESS: pcarpenter@atiinsure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty	13021
INSURER B : United Financial Casualty Co.	11770
INSURER C : Dakota Truck Underwriters	34924
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Dempseys Brewery, Pub & Restaurant
127 North Broadway
Watertown, SD 57201

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

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

CERTIFICATE HOLDER

City Of Watertown
PO Box 910
Watertown, SD 57201

CANCELLATION

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
Pamela J. Carpenter

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0101 07-11-2022

POLICY NUMBER: 60480577

COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS - ADDITIONAL INSUREDS

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

CG 71 54 01 07

City Council

Agenda Item

Subject: Authorization for the Police Department to apply and accept a Homeland Security Grant in the amount of $100,000 to be used towards purchasing the Lenco BearCat. There are no matching funds required.

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

SUGGESTED MOTION:

I move to approve the authorization for the Police Department to apply and accept a Homeland Security Grant in the amount of $100,000 to be used towards purchasing the Lenco BearCat. There are no matching funds required.

STAFF REFERENCE(S):

Tim Toomey

ATTACHMENT(S):

Homeland Security Grant - 2024 Bearcat

Budget/Submit

Instructions:
Please complete this page and select **Save**.
Any errors will be noted after saving; you must correct the errors before submitting your application.
Required fields are marked with *.

6. Budget Request

Will you accept partial funding for your project? *

Yes

Equipment must be listed as allowable on FEMA's Authorized Equipment List (AEL) available here:
https://www.fema.gov/authorized-equipment-list

Description of Equipment Requested	AEL Number	Price/Unit	# of Units	Total
Vehicle, Specialized Mission	*12VE-00-MISS*	*$100,000.00*	*1*	*$100,000.00*
		$		*$0.00*
		$		*$0.00*
		$		*$0.00*
		$		*$0.00*
		$		*$0.00*
		$		*$0.00*
		$		*$0.00*
		$		*$0.00*
		$		*$0.00*
			Equipment Subtotal	*$100,000.00*

Description of Other Expenses Requested	Total
	$
	$
	$
	$
	$
Other Expenses Subtotal	*$0.00*

Application Total (Equipment + Other Expenses): *$100,000.00*

Contact the Office of Homeland Security at (605) 773-3450 if you need assistance.

Application

Instructions:
Please complete this page and select **Save**.
Any errors will be noted after saving.
Required fields are marked with *.

Applicant Name: *Steve Rehorst* Date: *2/5/2024* *Date will populate on page save*
Agency: *Watertown Police Department*
Agency UEI:
Address: *128 N Maple St*
City: *Watertown*
County: *Codington County*
State: *South Dakota*
Zip Code: *57201*
Phone Number:
Email: *srehorst@watertownpd.com*

1. Select the category that describes your agency: * *[X]* Public State Government Non-Profit/Other
2. Select funding category: * *[X]* Law Enforcement Discretionary (Other)
3. Select the focus of your project: *

Soft Targets and Crowded Places.

Schools, public venues, government buildings, and similar areas benefit from security measures such as:

- Access control systems such as electronic locks, video entry, door locks, metal detectors, and panic buttons.
- Lighting
- Fencing, gates, barriers
- Surveillance /Security camera systems, replacements, or additions to existing systems (software/AI is not an allowable expense and must be paid for by agencies)

*[X]*Combating domestic violent extremists who urge violence toward specific groups, examples:

- Personal body armor, helmets, and shields for personnel involved with tactical operations. (These items are for use only by specialized teams such as Tactical Entry or Special Weapons and Tactics (SWAT) Teams.)
- Special Weapons and Tactics (SWAT) training
- Equipment to apprehend terrorist suspects

Community Preparedness and Resilience includes support for fire departments, emergency medical responders, search and rescue, and volunteer Community Emergency Response Teams (CERT) including:

- Taskforce 1 statewide emergency response team training
- Rescue equipment
- CBRNE detection equipment
- Pagers for fire, ambulance, or search and rescue
- Backup generators and transfer switches for PSAPs and EOCs only

Cybersecurity projects such as:

- Projects that address vulnerabilities identified in cybersecurity risk assessments such as hardware, software, access control to systems, training, and testing of the system.
- Migrating online services to the ".gov internet domain

Operational Communications.

- P25 radios compatible with the State Radio System
- P25 repeaters and extenders

Election Security:

- Physical security planning support
- Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc.
- General election security navigator support
- Cyber navigator support
- Cybersecurity risk assessments, training, and planning
- Projects that address vulnerabilities identified in cybersecurity risk assessments
- Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection
- Distributed Denial of Service Protection
- Migrating online services to the ".gov internet domain

Fire Management and Suppression and EMS

Fire department equipment necessary for emergency rescue operations.

Examples of Projects:

- Extrication equipment
- Water rescue equipment
- Hazmat detection
- Pagers for fire or ambulance
- Other specialized response equipment as appropriate
- Equipment for emergency medical services

4. Project Title: *
BearCat To Respond to Domestic Terrorism

5. Using the focus area you selected above, describe the project you're applying for. To be eligible, projects must counteract terrorism. Minimum of 200 words required.*

The "Responding to Domestic Terrorism" grant application aims to fortify the preparedness and response capabilities of the Watertown Police Department in the face of escalating domestic terrorism threats. Our strategic focus centers on acquiring a Lenco BearCat Armored Rescue Vehicle, a critical asset to enhance safety and security infrastructure. Given the identified primary threat of active shooter events in Watertown and Codington County, numerous schools, commercial establishments, industrial facilities, commercial airport, Magellan Pipeline, Western Area Power Administration Upper Great Plains Regional Operations Center, and large public gatherings heighten the necessity for advanced tools to respond swiftly and effectively.

The Lenco BearCat Armored Rescue Vehicle represents a pivotal component in our comprehensive strategy to combat domestic terrorism. With its robust design and tactical capabilities, the BearCat will provide a secure platform for law enforcement and emergency response teams to navigate high-risk situations, particularly during active shooter incidents. The heightened vulnerability during events like the annual 4th of July celebration and gatherings at the Watertown Civic Arena and Stadium underscores the urgency of this acquisition. The BearCat's ability to transport personnel and equipment safely while offering ballistic protection positions us to mitigate threats and swiftly safeguard our community members' lives. It will be essential in our response to provide the transport of specialized equipment and trained personnel during a domestic terrorist attack or other such emergencies.

This project extends beyond equipment acquisition; it emphasizes community safety and collaboration. The BearCat's deployment will foster community resilience by instilling confidence in the public regarding lawenforcement's ability to respond decisively to domestic terrorism threats. Collaboration with other local agencies and emergency response teams ensures seamless crisis coordination. This grant investment not only strengthens the Watertown Police Department but also reinforces the collective effort to create a safer and more secure environment for all residents and visitors.

Recognizing the significance of this acquisition, we embark on a journey to secure the necessary funding. With a total cost of $336,299, the BearCat acquisition is a testament to our unwavering commitment to safeguarding our community. However, we understand the financial constraints that come with such an endeavor. Hence, we humbly request $100,000 as partial funding to bridge the gap towards acquiring the BearCat.

City Council

Agenda Item

Subject: Approval of a Bid Award for the purchase of a 2024 Kubota Tractor to Eastside Equipment, via Sourcewell Bid, in the amount of $63,612.00, and declare a 2009 New Holland T5050 tractor as surplus for a trade-in value of $9,500.00.

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
Eastside Equipment, a local Watertown, SD vendor, is approved to sell equipment off of Sourcewell bids. Staff is requesting to approve the bid award for a new 2024 Kubota Tractor to Eastside Equipment, Quote #2746371, via Sourcewell bid.

The new unit is a replacement for the 2009 New Holland T5050 Tractor which will be traded-in upon approval with this action, in the amount of $9,500.00.

FINANCIAL IMPACT:
The funding for this purchase has been budgeted as a 2024 Watertown Regional Airport Capital Plan Project, account 606-43500-43600 in the amount of $65,000.00. The bid award is for $63,612.00 minus the $9500.00 trade-in value, for a net under-budget expense of $54,112.00, balance of $10,888.

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

I move to Approve the Bid Award for the purchase of a 2024 Kubota Tractor to Eastside Equipment, via Sourcewell Bid, in the amount of $63,612.00, and declare a 2009 New Holland T5050 tractor as surplus for a trade-in value of $9,500.00.

STAFF REFERENCE(S):
Heath VonEye, Rob Cyrus, Tracey Witte

City Council

Agenda Item

Subject: Approval of a Professional Services Agreement for the survey and design of the 5th Avenue North Reconstruction Project, with Civil Design, Inc., in the amount of $139,920.00.

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The Engineering Division's staff solicited proposals for both the surveying and designing of 5th Avenue N from 3rd Street NW to US Highway 81 (4th Street NE). There is a great need for crucial roadway condition improvements on 5th Avenue N. Additionally, this stretch of roadway has many design challenges such as ADA sidewalk crossings, curb and gutter, drainage improvements, and creating a uniform roadway section throughout. The survey and design work of this project is expected to be completed prior to January 1, 2025, prior to bidding and construction in the 2025 construction season.

The selection committee of Engineering and Street Division staff of Public Works reviewed proposals from four (4) consultant engineering firms and graded each firm based on various selection criteria: the qualifications of firm, qualifications of staff, project approach with methodology, proposed completion date, and compensation were all key elements factored into the scoring. Ultimately, Civil Design, Inc. prevailed as the consensus recommendation by staff to best fit the comprehensive needs of the project at an economical price.

FINANCIAL IMPACT:

The funding for these services has been budgeted in the 212 CIP Fund, account 212-43180-43919. Staff estimated that the services would be between $150,000 and $250,000.

The total contract amount of $139,920.00 is below the estimated range by 8% and is recommended by staff to obtain the survey and design services desired for this project.

SUGGESTED MOTION:

Staff recommends approval of the Professional Services Agreement through the following motion:

I move to approve a Professional Services Agreement for the survey and design of the 5th Avenue North Reconstruction Project, with Civil Design, Inc., in the amount of $139,920.00.

STAFF REFERENCE(S):

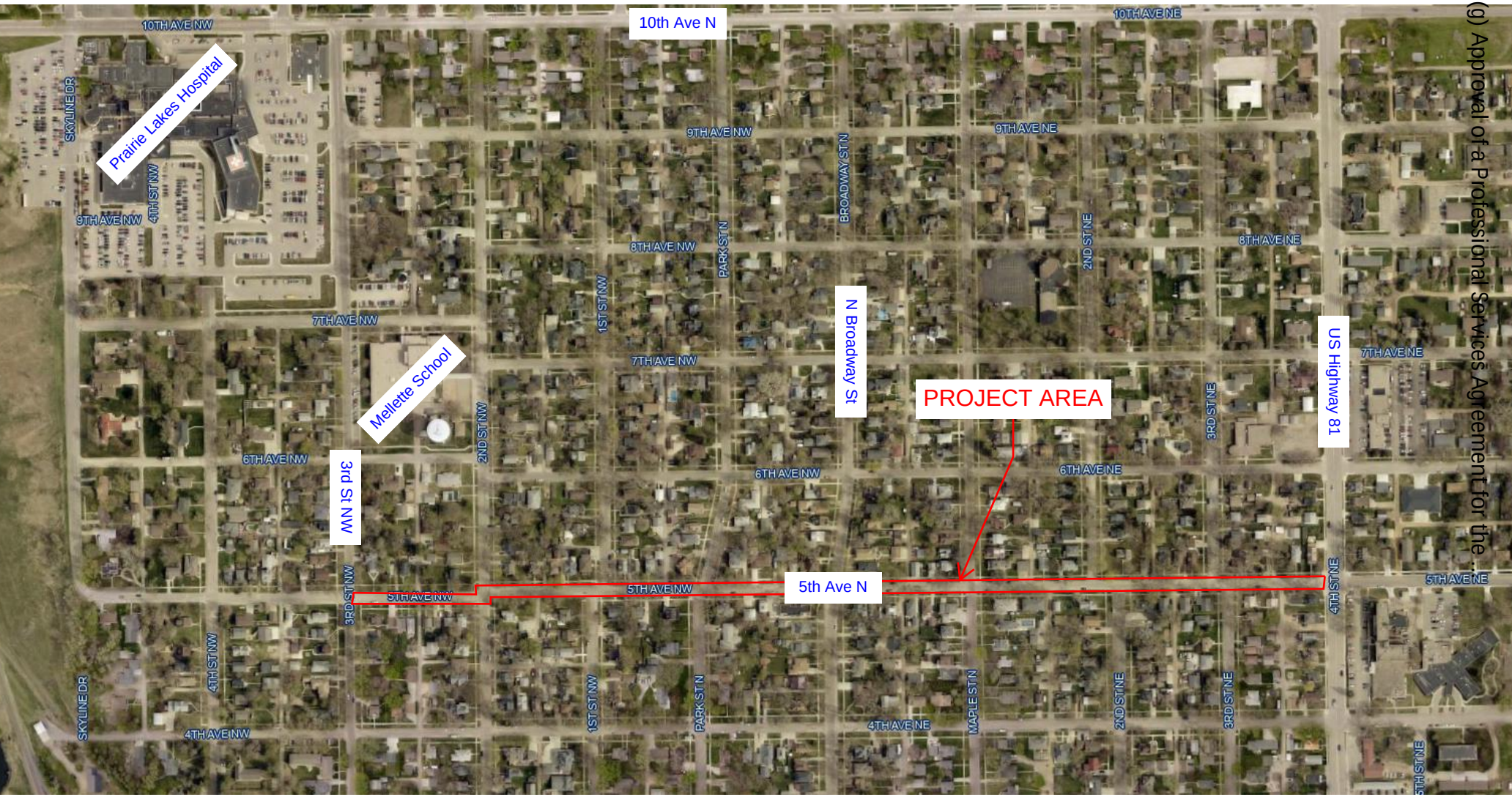
Heath VonEye, Wyatt Ewing

ATTACHMENT(S):

Vicinity Map

Civil Design, Inc. - 5th Ave N Proposal

VICINITY MAP



CIVIL DESIGN INC

PROPOSAL FOR

CITY OF WATERTOWN
PUBLIC WORKS - ENGINEERING

5th AVENUE NORTH RECONSTRUCTION

PROJECT NO. 2517

FOR THE CITY OF WATERTOWN, SD

Civil Design, Inc.

609 Main Avenue South
Brookings, SD 57006
(605) 696-3200
www.civildes.com
info@civildes.com

CIVIL DESIGN INC Civil Engineers & Land Surveyors

Project Understanding

Basic Information

Contact Persons: Jeffrey Cooley, CEO & Jason Petersen, Project Engineer
Firm Name: Civil Design Inc
Address: 609 Main Avenue South, Brookings, SD 57006
Telephone Number: 605-696-3200
Fax Number: 605-696-3220
Email Addresses: jcooley@civildes.com and jpetersen@civildes.com

All professional services will be provided by our Brookings office, and no subconsultants are needed. Geotechnical services will be contracted directly with Watertown Public Works – Engineering Department. Significant landscaping features are not anticipated, and no traffic signal design is required. Water mains, lighting / electrical, and gas mains (if required) will be designed by Watertown Municipal Utilities (WMU).

Work Summary

Civil Design Inc. is excited to submit this proposal for the 5th Avenue North Reconstruction project. The project will include corridor reconstruction along 5th Avenue North from 3rd Street West to 4th Street East (US Highway 81). The project is approximately 3,050 lineal feet and will include full depth street reconstruction, with new curb & gutter, sidewalks, ADA ramps, intersection design, storm sewer replacement, and asphalt surfacing.

It is our understanding that the City of Watertown will contract directly with a geotechnical firm to perform a subsurface investigation and provide recommendations for subgrade preparation and pavement sections. CDI staff can assist in getting quotes for the geotechnical work.

5th Avenue North has deteriorated pavement and some areas of substandard surface drainage. Generally, the project will include replacement of the existing storm sewer pipe and inlets. The new asphalt pavement will be crowned, and a centerline profile developed to address the drainage concerns within the corridor. We understand that a drainage study of the area will not be required. Additionally, the City's Wastewater Division intends to review sanitary sewer videos to determine any replacement needs. However, there are minimal sanitary mains within the project limits, so this is not anticipated to be a significant portion of the scope.

WMU will be replacing the watermain as needed based on system age and needs. Although design and creation of the plan sheets for the watermain replacement has been excluded from the scope of services, our knowledgeable staff will coordinate with WMU and share AutoCAD drawings as needed for the coordination of the two schedules and concurrent bidding. This will result in one prime contractor being responsible for the construction schedule.

Project Team & Past Performance

Civil Design Inc's project team will be led by Jason Petersen, Project Engineer at Civil Design Inc. Jason has been a professional engineer in South Dakota since 2010. He will be assisted in the design by Cole Bungarden, E.I.T. The survey team will be led by John Schinkel. Mr. Schinkel has been employed with CDI since 2010 and is a registered

land surveyor. Jesse Ulvestad will assist in plan development and will utilize his 20 years of experience to efficiently complete corridor design using AutoCAD Civil3D. This team has worked closely together on several projects and recently completed the design and construction administration for the 22nd Avenue Phase 2 Reconstruction Project in the City of Brookings.

Civil Design Inc's project team has completed three similar projects to the 5th Ave N Reconstruction project within the past six years, starting with 22nd Avenue Phase 1 in 2018-19, 10th Avenue N Reconstruction in 2020-21, and most recently with 22nd Avenue Phase 2 in 2022-23. Our team offers the unique capabilities and knowledge of six continuous years of similar projects. Each of these projects has been successfully completed within budget. Additionally, all three of the referenced projects have received state awards, and two projects have received national recognition from the American Concrete Pavement Association. Mr. Petersen looks forward to leading another team through the design and construction of this corridor. Resumes included in this proposal have been abbreviated to maintain the proposal page limit, and only two project descriptions have been attached. Further information on the key project personnel and additional project descriptions can be provided immediately upon request.

One of the details that excites our project team is the project's similarity to the 10th Avenue North reconstruction project with the existing conditions including varying street widths, a largely residential neighborhood, sporadic sidewalks, and offset intersections. This team is well equipped to take this project through the design phases and resolve all of the challenges that are known and unknown.

Work Summary & Project Schedule

A complete work plan showing the estimated hours to complete each task and estimated hours for each individual is included in the attached fee estimate. The design will generally proceed as described herein without delays in the progress. Bi-weekly update emails will be provided to explain the work completed and the next steps. Approximate completion dates are indicated in the summary table later in this proposal.

Task 1: Topographic, Boundary & Utility Survey

The first task to be completed with this project will be the topographic, boundary, and utility survey throughout the limits of the project. Utility locates will be requested using the South Dakota 811 Portal. All utilities located by the public and private companies will be surveyed and incorporated into our existing conditions drawings. A boundary survey will be completed to determine the existing right-of-way and property lines. All surface features will be surveyed, including curb & gutter, roadway crowns, edges of pavements, sidewalks, light poles, fire hydrants, valves, manholes, trees, street signs, etc. Assuming Notice to Proceed on February 21 and minimal accumulation of snow, the survey will be completed by March 15th.

While the survey is being completed, CDI staff will gather other information needed for the design of this project. This will include coordinating with the city selected geotechnical firm, gathering utility maps, landowner information, site photos, sanitary sewer inspection notes, and other pertinent data. The goal will be to have a full understanding of the project challenges prior to the design kickoff meeting.

Task 2: Design Kickoff Meeting & Preliminary Planning

Following the completion of Task 1, CDI staff plans to hold a kickoff meeting with City of Watertown Public Works staff. At this meeting, we will discuss the overall goals of the street corridor. Topics of discussion will be sidewalks and ADA ramps, potential tree removals, anticipated street width, potential phasing, and initial needs of the project. We would recommend at least partial attendance of the meeting with WMU representatives to discuss the limits of water main replacement, coordination, separation of work, and schedules. It will be important that all parties are on task through the design phases. The kickoff meeting would occur prior to April 5th.

Task 3: Plans, Specifications, & Submittals

After the design kickoff meeting, CDI staff will begin drafting the corridor alignment and linework. This will include radii at the intersections, which will meet the current City of Watertown *Engineering Design Standards for Public Improvements*. With a shifting alignment at the intersection of 5th Ave NW and 2nd St NW, tapers meeting the applicable AASHTO design criteria will be reviewed and developed. Our initial submittal will include linework drawings in order to review horizontal conflicts and concerns with city staff. It will be important to have a general level of acceptance of the layout prior to proceeding to design of the street profile and typical sections. With a retrofit design, each driveway slope will need to be calculated and analyzed for acceptance. Additionally, ADA ramps and intersection design are highly dependent on the profile of the street.

After a design review meeting with city and CDI staff members, we will proceed through the 70% design plans. This submittal will include a proposed profile, typical sections, coordination with WMU regarding new water mains, preliminary storm sewer design, and an initial phasing plan. The 70% design phase will also include utility conflict coordination meetings. With the storm sewer needs known, it will be important to analyze possible conflict points for the utilities to avoid potential construction delays. CDI will communicate with private utility companies and document what relocations are required to complete the project. A goal of the 70% design plans will be to complete an estimate of quantities along with an opinion of probable construction costs. The submittal will be provided to the Public Works Department by June 7, 2024, so that the city can review the proposed budget.

An important step to this project is design review of the 70% plans with city staff. Ensuring the design team is fully on board with the proposed improvements will allow CDI to provide accurate information during discussions with adjacent homeowners. Regarding easements, CDI staff will work to keep permanent surfaces within the existing right-of-way. However, if any permanent easements are required, they would be identified early in the design phase. CDI staff has worked on several projects that involved both permanent and temporary easement acquisitions. Easement exhibits for these have been included in our scope of work.

It is our expectation to meet with all landowners requiring easements during the month of July and into August, if needed. We will also contact each adjacent landowner, regardless of the need for an easement and allow a private meeting with each adjacent landowner if they choose. Typical of any landowner meetings, some will take more time than others. It is expected that some of the meetings may require a representative from the City. CDI would plan to identify those landowners immediately, so the schedule is not delayed. CDI will hold landowner meetings in person at a chosen City of Watertown facility. Additionally, we would propose to hold one meeting open to the public to provide an update on the design, deliver information to the citizens on what to expect, and explain the anticipated

construction schedule. The City may want to consider another public meeting after award of the project, during the contract administration phase, in which the contractor could provide further input on his/her schedule.

While landowner meetings are being held, CDI staff will continue preparing a 95% plan submittal, which will include, general notes & specifications, continued development of the standard and specialized details, final review of driveway and ADA ramp slopes, full design of the intersections, phasing / traffic control plans, and will generally be a bid ready set of plans. As you can see from the proposed project schedule, we anticipate that the plans and specifications will be ready to begin advertising in November or December of 2024.

Task 4: Bidding

The final step of the design process will be to administer the bidding for this project. This task typically goes quite smoothly due to CDI's plan preparation and knowledge of the bidding process. Our staff will work closely with the City of Watertown to advertise and deliver plans to interested parties. CDI would also provide plans to local builder's exchanges, resulting in several potential bidders having knowledge of the project and improving the chances of receiving multiple competitive bids. Bidding is anticipated in November or December of 2024 depending on the bidding environment at that time. The goal would be to bid when contractors are looking at their 2025 construction schedule prior to their schedules being full.

Task 5: Construction Administration & Observation (To Be Determined)

Construction administration and observation of the work performed will be the final step to completing this project. This proposal excludes construction administration and observation. However, CDI staff will work with the Public Works Department to determine the level of services required.

As is typical with CDI projects, observation reports will be completed and provided to the owner's representatives and the contractor(s) following each site visit. Communicating in the field, with phone calls and through documentation will ensure that the contractor is completing the work as specified. Standard hourly rates for construction administration are included in a table on the following page.

City-Furnished Documentation

Our goal would be to gather as much information as possible via email correspondence or at the anticipated meetings throughout the design phase. The following items would be helpful in completing the design:

1. Property owner information, such as phone numbers and/or email addresses.
2. Signage standards or recommendations at the intersections through the corridor.
3. Provide current and future traffic data, including truck traffic. The geotechnical firm would typically request this information to perform the necessary analysis to provide pavement recommendations.
4. Coordination for potholing of any utility conflict zones. We would recommend that potholing be completed under a separate contract if the city does not have coring and potholing equipment available. CDI can assist in attaining quotes for potholing services.

CIVIL DESIGN INC Civil Engineers & Land Surveyors

Project Schedule

DESIGN SCHEDULE SUMMARY	
KEY MILESTONE	**COMPLECTION DATE**
Notice of Award	February 21, 2024
Topographic, Boundary & Utility Survey	March 2024
Design Kick-Off Meeting	Prior to April 5, 2024
70% Plans with Opinion of Costs	June 7, 2024
Draft (95%) Design Plans	September 30, 2024
Final Design Plans & Specifications	October 2024
Advertise for Bids	Nov. or Dec. 2024
Construction	2025 Construction Season

Estimated Costs & Rate Schedules

2024 Standard Rates	
Engineer VI	$215.00
Engineer V	$175.00
Engineer IV	$160.00
Engineer III	$150.00
Engineer II	$115.00
Engineer I	$100.00
Intern Engineer	$80.00
EIT Intern	$60.00
Registered Land Surveyor II	$150.00
Registered Land Surveyor I	$135.00
Technician IV	$130.00
Technician III	$105.00
Technician II	$90.00
Technician I	$80.00
Administration	$90.00

Standard Hourly Rates for extra work or construction administration are provided above. The last page of this proposal includes the major design scope components, including anticipated hours and hourly rates to complete the project.



Jason Petersen, PE
Project Engineer

Jason is a Professional Engineer who performs a wide range of duties and provides diverse experience in the civil engineering field, including municipal engineering, site designs, streets, utilities, urban and rural drainage analyses, pedestrian walkways, and storm sewer. With over 17 years of experience, he has worked on multiple design teams to produce quality plans and specifications. His experience includes project coordination, budget control, observation, and documentation.

Education / Qualifications: BS, Civil & Environmental Engineering, South Dakota State University, 2005; Licensed professional engineer in SD since 2010 and in MN since 2012

John Schinkel, LS
Registered Land Surveyor



John has been a key member of CDI's design staff since 2010. His role includes managing the surveying sector of the company and performing land surveys. He assists the engineering staff with drafting, design and plan review using AutoCAD Civil3D software. John's strengths include clear and concise communication with clients and staff.

Education / Qualifications: AS, Civil Engineering Technician, Southeast Tech. Institute, 2010; Licensed professional land surveyor in SD since March 2022



Cole Bungarden, EIT
Project Engineer

As a 2021 graduate of South Dakota State University, Cole performs duties under the direction of the professional engineering staff and is responsible for creating site layouts and detail sheets and serving as a field engineer on specific projects. He is gaining preliminary engineering experience in a wide variety of civil engineering projects.

Education / Qualifications: BS, Civil Engineering, South Dakota State University, 2021; EIT Certification 2021

Jesse Ulvestad
CAD Technician



Jesse joined the Civil Design team in 2022 and is a key member of CDI's design staff. He assists engineering staff and surveyors with drafting, design, and plan development using AutoCAD Civil3D software. With 20 years of experience in the civil engineering field his knowledge in processing preliminary survey data and making necessary calculations for plan and specification preparation is a valuable asset.

Education: AS, Architectural Drafting, Lake Area Technical Institute, 2001

City of Watertown
10th Avenue North Reconstruction Project

Owner: City of Watertown

Point of Contact: Marci Lewno – City of Watertown Engineering Department (Ph: 605-753-3597)

Location: Watertown, South Dakota

Total Project Cost: $2.0 Million



Description & Firm's Responsibility:
In April 2020, CDI was selected to complete the design for the 10th Avenue North Reconstruction Project in Watertown, SD. The collector street is a primary corridor for traffic to the hospital and other medical facilities and is one of six east-west routes that transports traffic over the Big Sioux River in Watertown. The existing roadway width varied drastically with a 45-ft roadway section at the western limits, narrowing to 41-ft then to 31-ft, and widening back out to 36-ft at the eastern project limits. A primary goal of the project was to provide a consistent roadway width throughout. This project had been previously attempted by the City of Watertown on two separate occasions, with both attempts ending due to landowner concerns. CDI and city staff held a public open-house meeting and individual meetings with all adjacent landowners. In consideration of the public input gathered and utilizing the knowledge from city staff and the design team, it was ultimately decided to eliminate on-street parking, which allowed the street width to be reduced. This design change occurred in October 2020. CDI staff worked diligently to redesign the street, hold a second meeting with adjacent landowners, and negotiate temporary easements following the revision to the design. The project included full depth road surface replacement, new curb & gutter, sidewalks, replacement of the water mains, new sanitary sewer mains and services, storm sewer improvements, a phasing plan with traffic control, and pavement markings. A unique feature of the traffic control was a newly installed rapid flashing beacon system at a highly traveled pedestrian crosswalk.



The total length of project was 3,250 ft from 4th Street NW and Highway 81. Design coordination included working with the City of Watertown Engineering Department, Watertown Municipal Utilities, private utility companies, and adjacent landowners. Construction began on April 19, 2021, and was substantially completed in early November 2021. The newly designed and constructed corridor now provides a safe and efficient route through a densely populated area on the northwest side of Watertown. This project was awarded the 2021 Concrete Paving Award of Excellence from the SD Chapter of the American Concrete Paving Association and was awarded the ACPA National Concrete Paving Award of Excellence for 2021.

City of Brookings
22nd Avenue Phase 2 Reconstruction Project

Owner: City of Brookings

Point of Contact: Charlie Richter, PE – City Engineer (Ph: 692-6629)

Location: Brookings, South Dakota

Total Project Cost: $4.0 million

Description & Firm's Responsibility:



CDI, teaming with HRGreen, was selected as the consultant to perform the design, construction observation, and administration for Phase 2 of the reconstruction of 22nd Avenue in Brookings, SD. The design team utilized its knowledge of this corridor and lessons learned from Phase 1 to effectively complete the design for the second phase of reconstruction on 22nd Avenue. The corridor is highly traveled and was well known for its narrow lanes and deteriorating pavement. The design included full depth road surface replacement, road widening with new curb & gutter, valley gutters, sidewalks, and replacement of the storm sewer system. The 2,200-ft long project features a new shared use path to allow for diverse modes of travel. Also included in the scope of work was traffic signal replacement, traffic control, phasing plan, and easement acquisitions. Design coordination included working with the City of Brookings Engineering Department, Brookings Municipal Utilities, multiple private utility companies, and adjacent landowners.

This project was unique in that it crossed the railroad, which had recently been reconstructed. Curb alignments were transitioned through the railroad to tie-in with the widened street.



During construction, CDI was informed of the potential of contaminated soils adjacent to the project area. CDI's construction admin team worked with the City of Brookings and SD DANR to determine a Water & Soil Management Plan, which was provided to the contractors for implementation into the project. Additionally, the Phasing of the project was reworked to allow for the project to proceed more quickly through the potential contaminated soils. The contractor was incentivized to complete the project on an expedited timely, due to the changes and the unprecedented amount of construction occurring in and around the City of Brookings during the 2023 construction season. Overall, the project was completed 35 days prior to the original substantial completion date. With all of these changes, the total construction costs were $30,000 below the original contract amount and approximately 13.5% below the design team's final opinion of probable construction costs. This project was awarded a Concrete Paving Award of Excellence from the South Dakota Chapter of the American Concrete Paving Association at the 2024 Conference.

FEE SCHEDULE | 5TH AVE NORTH - WATERTOWN
RECONSTRUCTION DESIGN

CIVIL DESIGN INC

	Phase and Task	Jason Petersen ENGINEER VI	$175	Jason Petersen ENGINEER III	$150	Cole Bungarden ENGINEER II	$115	John Schinkel RLS I	$135	Jesse Ulvestad TECHNICIAN III	$105	TECHNICIAN I	$80	HRLY SUM	$$ SUM
1.00	**5TH AVE N - CORRIDOR DESIGN**														
1.01	Topographic & Utility Survey		$0		$0		$0	4	$540	32	$3,360	40	$3,200	**76**	**$7,100**
1.02	Drafting for Existing Conditions Survey		$0	4	$600	4	$460		$0	12	$1,260	4	$320	**24**	**$2,640**
1.03	Encroachment Survey		$0		$0		$0	16	$2,160	8	$840		$0	**24**	**$3,000**
1.04	Coordination with Geotechnical Engineer		$0	2	$300	4	$460		$0		$0		$0	**6**	**$760**
1.05	Design Kick-Off Meeting		$0	6	$900	4	$460		$0		$0		$0	**10**	**$1,360**
1.06	Coordination with WMU		$0	8	$1,200		$0		$0		$0		$0	**8**	**$1,200**
1.07	Street Corridor Design	4	$700	24	$3,600	32	$3,680		$0	40	$4,200		$0	**100**	**$12,180**
1.08	ADA Ramps / Intersections		$0	24	$3,600	12	$1,380		$0	12	$1,260		$0	**48**	**$6,240**
1.09	Sanitary Sewer Preliminary Design		$0	4	$600	4	$460		$0	6	$630		$0	**14**	**$1,690**
1.10	Design Progress Meetings (2)		$0	12	$1,800	12	$1,380		$0		$0		$0	**24**	**$3,180**
1.11	Final Design Meeting	4	$700	6	$900		$0		$0		$0		$0	**10**	**$1,600**
1.12	30% Design Submittal	2	$350	32	$4,800		$0		$0	40	$4,200		$0	**74**	**$9,350**
1.13	Landowner Exhibits		$0	12	$1,800	24	$2,760		$0	24	$2,520		$0	**60**	**$7,080**
1.14	Landowner Meetings		$0	100	$15,000	40	$4,600		$0		$0		$0	**140**	**$19,600**
1.15	70% Design Submittal	8	$1,400	32	$4,800		$0		$0	32	$3,360		$0	**72**	**$9,560**
1.16	Construction Phasing	4	$700	24	$3,600	24	$2,760		$0	4	$420		$0	**56**	**$7,480**
1.17	Traffic Control	2	$350	16	$2,400	16	$1,840		$0	4	$420		$0	**38**	**$5,010**
1.18	95% Design Plans	2	$350	16	$2,400	16	$1,840		$0	24	$2,520		$0	**58**	**$7,110**
1.19	Engineer's Opinion of Probable Costs (70% and 95% Submittal)		$0	8	$1,200	12	$1,380		$0	4	$420		$0	**24**	**$3,000**
1.20	Public Meetings (2)	2	$350	16	$2,400	12	$1,380		$0		$0		$0	**30**	**$4,130**
1.21	City Council Meetings (1)		$0	4	$600	4	$460		$0		$0		$0	**8**	**$1,060**
1.22	Final Plan Preparation	4	$700	40	$6,000	32	$3,680		$0	32	$3,360		$0	**108**	**$13,740**
1.23	Plan Revisions	4	$700	12	$1,800		$0		$0	16	$1,680		$0	**32**	**$4,180**
1.24	Prebid Meeting		$0	4	$600	4	$460		$0		$0		$0	**8**	**$1,060**
1.25	Questions during Bidding		$0	4	$600	8	$920		$0		$0		$0	**12**	**$1,520**
1.26	Bid Letting		$0	6	$900		$0		$0		$0		$0	**6**	**$900**
1.27	Certified Bid Tabulation & Letter of Recommendation		$0	2	$300	4	$460		$0		$0		$0	**6**	**$760**
1.28	Design AutoCAD File		$0		$0		$0		$0	6	$630		$0	**6**	**$630**
1.29	Project Management	16	$2,800		$0		$0		$0		$0		$0	**16**	**$2,800**
		52	**$9,100**	**418**	**$62,700**	**268**	**$30,820**	**20**	**$2,700**	**296**	**$31,080**	**44**	**$3,520**	**1098**	**$139,920**

1.0	5TH AVE N - CORRIDOR DESIGN	**$ 139,920.00**

City Council

Agenda Item

Subject: Addendum to Banking Services Agreement with Reliabank

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
The City entered into a Banking Services agreement with Reliabank on March 4, 2019. City staff began the negotiation process as outlined in the contract. The attached addendum is the result of those negotiations.

SUGGESTED MOTION:
Motion to approve the addendum to the banking services agreement with Reliabank for a one year term.

STAFF REFERENCE(S):
Kristen Bobzien

ATTACHMENT(S):
Addendum Banking Services Agreement.DRAFT

BANKING SERVICES AGREEMENT

This Addendum to the Banking Services Agreement dated March 4, 2019 is made effective as of March 4, 2024, by and between RELIABANK DAKOTA, 1401 4th Street NE, Watertown, SD 57201 ("Reliabank) and CITY OF WATERTOWN, PO Box 910, Watertown, SD 57201 ("City"). Reliabank and City may be referred to collectively as "the Parties" and singularly as "a Party" or "the Party."

RECITALS

WHEREAS, The Parties entered into a Banking Services Agreement dated 03/04/2019 ("Agreement")'

WHEREAS, The Parties wish to amend the Agreement as set forth herein.

Based upon the foregoing Recitals, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 2. Term

The Term of the Agreement shall be extended for one (1) year, ending at midnight on March 3, 2025. City shall have the option to extend the agreement for four additional one (1) year term(s). In the event the parties agree to extend the Agreement, each party will notify the other not less than ninety (90) days prior to expiration of the then current term that each is ready to begin negotiations on a new agreement.

SECTION 5. Banking Services Provided

The following Basis Points will be used to determine the interest rate stated in Section 5 of the Agreement. The table in Section 5 of the Agreement and minimum interest earned shall be amended to read as follows:

Basis for Interest Rate:

Tiered Balance	Basis for Rate
$0 to $1,000,000	.06% over 91-day T-Bill
Over $1,000,000 to $5,000,000	.06% over 91-day T-Bill
Over $5,000,000	.06% over 91-day T-Bill

The fourth sentence in Section 5 shall be replaced to read as follows:

"Under no circumstances will the interest earned on this account be less than 0.50%."

EFFECTIVE DATE OF AMENDMENTS

The Amendments as outlined in this Addendum shall be effective as of March 4, 2024.

INTEGRATION

Except as expressly modified by this Addendum, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

COUNTERPARTS

This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date.

CITY OF WATERTOWN

_____
Amanda Mack
City Manager

RELIABANK DAKOTA

_____
Joshua A. Hogue
President

Attest:

_____
Kristen Bobzien
Finance Officer

WATERTOWN MUNICIPAL UTILITIES

_____
Steve Lehner
General Manager

City Council

Agenda Item

Subject: This donor recognition agreement is between PREMIER Bank and the City of Watertown for the Prairie Lakes Ice Arena.

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
This donor agreement memorializes the recognition of a $1M donation by First PREMIER Bank/Premier Bankcard to be received by the City of Watertown toward the development of the Prairie Lakes Ice Arena. All signage with the exception of the donor wall recognition is being paid by First PREMIER so that the City can utilize 100% of the donation toward the development.

FINANCIAL IMPACT:
The $1M contribution will be paid in 15 annual installments in the amount of $66,666 per year.

SUGGESTED MOTION:
I move to approve and authorize the City Manager to execute the agreement between the City of Watertown, and First PREMIER Bank/ First PREMIER Bankcard pending review under the Naming Rights Agreement between the City of Watertown and Prairie Lakes Health System.

STAFF REFERENCE(S):
Dusty Rodiek

ATTACHMENT(S):
PREMIER WTN ICE AGREE (Final)

DONOR RECOGNITION AGREEMENT

PRAIRIE LAKES ICE ARENA

THIS DONOR RECOGNITION AGREEMENT (the "Agreement") is made and entered into this 18th day of January, 2024, (the "Effective Date") by and between the CITY OF WATERTOWN (the "City") and FIRST PREMIER BANK / PREMIER BANKCARD ("Donor") for the purpose of recognizing Donor's $1,000,000 gift to the City of Watertown to facilitate development of the City's new, two-sheet ice arena known as the Prairie Lakes Ice Arena (the "Arena").

RECITALS

A. Donor is a business corporation headquartered in Sioux Falls, SD, operating as a financial services provider located within the City of Watertown and other communities throughout eastern South Dakota.

B. The City is currently constructing a two-sheet ice arena upon property legally described as "Lots 2-8 in Block 3 of The Lakes of Willow Creek First Addition to the Municipality of Watertown, in the County of Codington, South Dakota."

C. Donor has committed to a $1,000,000 gift to the City to support the development of the Prairie Lakes Ice Arena and the City desires to recognize Donor's gift and wishes to name the Arena's competition sheet in Donor's honor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties do hereby agree as follows:

1. Gift to City. Donor has committed to gift the City One Million Dollars ($1,000,000.00) consisting of fifteen (15) annual installments in the amount of Sixty-Six Thousand, Six Hundred and Sixty-Six Dollars and Sixty-Six Cents ($66,666.66) over the term of this Agreement. The first such payment shall be made by March 31, 2024, and the final such payment shall be due by March 31, 2039.

2. Grant of Rights.

    a. In recognition of Donor's gift, the City hereby names the competition rink in the Arena as the "PREMIER Rink" (the "Rink"). The City shall utilize the logo and branding attached hereto as Exhibit A. The Rink shall be referred to by the name, and the logo and branding shall be used whenever customary in all marketing, advertising and promotional materials, including print and electronic publications, print and electronic program guides, flyers, and the like, on websites, social media, press releases, tickets, and similar materials, and on applicable Arena Signage (collectively, " Marketing Materials").

b. Subject to the terms and conditions set forth below, the City shall have the right to offer, grant, sell or otherwise convey the right to name, sponsor or advertise in any subordinate portion of the Rink, or other portion of the Arena, to third parties or to Donor by separate agreement ("Other Sponsor Rights").

   i. The City agrees to grant Other Sponsor Rights only to reputable organizations.

   ii. Any Other Sponsor Rights granted by City in the Rink shall be smaller than and may not obstruct Donor's nearby Signage.

   iii. Any digital signage shall be under separate Scoreboard Sponsorship Agreement with the exception of digital time and audio announcements of welcoming the patrons to the Arena at the beginning of events and thanking the patrons for coming upon the end of events.

c. The term of this Agreement shall be for 20 years from the date of opening of the PLIA to the public and through the completion of the hockey season; i.e. May 1, 2044. Donor shall have the first right to renew continued naming rights and shall notify the City 6 months prior to the completion of the term to allow for a new agreement to be negotiated and entered into between the Parties.

d. Donor shall receive priority for game day tickets for all locations including but not limited to suites, ice patios, and loge seating areas. Tickets shall be purchased directly from User Groups (e.g. Youth Hockey Association and Junior Team) who shall be notified of this priority.

3. Signage.

a. Right to Signage & Other Exposure. In recognition of Donor's gift, Donor shall be entitled to the signage as depicted in Exhibit B to this Agreement, which is hereby approved and made a part of this Agreement. The Parties shall mutually determine the appearance, location, quantity, and size of all further Signage. Approvals shall not be unreasonably withheld, delayed or conditioned. The appearance, location, structure, and size of any and all signage and other forms of exposure shall conform to local regulations, building codes, and any other applicable laws.

b. Installation Costs. Donor shall be responsible for all costs and expenses associated with the permitting, preparation, production, mounting and installation of all Signage under this Agreement. Donor shall also be responsible for all costs and expenses associated with the design of all Signage under this Agreement. All of these expenses shall be in addition to, and not a part of, the gift set forth in Section 1.

c. Insurance, Manufacturer's Warranties and Ownership. Once installed, the City will own the Signage. Title to the Signage will be transferred to the City free and clear of security interests, liens and claims. The Donor will also transfer to the City any applicable manufacturers' warranties, which warranties must continue to be effective upon transfer to the City. The City shall insure the Signage against casualty loss in commercially reasonable amounts.

d. Power, Maintenance and Replacement Costs. The City shall be responsible for providing power for all Signage and paying the costs and expenses associated with the maintenance and repair of all Signage. The City will, at its expense, be responsible for completing routine maintenance and repairs, including bulb replacement, for the Donor's Signage. The Donor will pay for the replacement of the Donor's Signage (including the cost of the replacement Signage and its installation, and the cost of removing the old Signage) in the event: (i) the parties mutually agree the Donor Signage must be replaced due to ordinary wear or tear; (ii) the parties mutually agree replacement is needed or desirable due to changing technology or to enhance the appearance of the Arena, (iii) the Donor desires to change the Logo, subject to the City's approval, which approval will not be unreasonably withheld; or (iv) the Donor Signage has been damaged or has deteriorated beyond repair due to any cause. In the event the Donor's Signage is replaced due to damage as described in Subsection (iv) above, insurance proceeds received by the City for the casualty loss, will first be used to replace the Signage with the excess cost to be paid by the Donor.

4. Trademarks. The Parties agree that the Donor shall own all rights, title and interest in any logo or stylized form produced by Donor depicted on Signage. Donor shall license or otherwise acquire from the creator(s) of any designs or logos sufficient rights including rights in any copyright, to permit unrestricted use of the trademarks associated with the Signage. Donor hereby grants to the City a limited, non-exclusive, revocable and royalty-free license to use any logo or stylized form on any Signage, for any and all purposes related to the operation of the Arena during the Term, and grants to the City a right to sublicense such trademarks to parties holding events at the Arena for the solo purposed of referring to the location of sublicensee's events held at the Arena. City and sublicensees shall make no design or other changes to any of Donor's logos or stylized forms used on the Signage.

5. Other Amenities to Donor. Donor shall have first right to purchase tickets to any of the loge, ice patios, and luxury suites, for all Jr. Team season games. All tickets shall be purchased directly from the entity coordinating ticket purchases for the games and City will advise the Jr. Team lessee of such first right.

6. Submissions and Notices. Any notices required or permitted hereunder shall be considered as duly made if delivered by mail, express package or delivery service, facsimile or hand delivery to the Party for which it is intended at the following address:

To City:	To Donor:
City of Watertown	First PREMIER Bank / PREMIER Bankcard
Attn: City Manager	Attn: CEOs
P.O. Box 910	P.O. Box 1348
Watertown, SD 57201	Sioux Falls, SD 57101

7. Indemnity by the City. The City agrees to protect, indemnify and save harmless Donor, its related and affiliated entities, its authorized agents, and any director, officer, executive or representative of any of them, from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorneys' fees arising out of, or in any way connected with, the operation of the Arena by the City, provided that the City shall be given prompt notice of any such action or claim.

8. Indemnification by Donor. Subject to the terms and conditions of this Agreement, Donor, jointly hereby agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, agents, officers, city council members, employees, consultants, agents, volunteers, and their respective successors and assigns from and against all costs, damages, liabilities, claims, causes of actions, and expenses (including reasonable attorney's fees but only to the extent set forth below in this Section 7 ("Losses")) of any kind or nature resulting from (i) the content of any Signage, recognition items or any messages or promotions displayed and/or broadcast hereunder in the form furnished and/or approved by the Donor, including without limitation, claims, demands, or litigation alleging Signage, recognition items, promotions, or messages are defamatory, constitute illegal competition, or unfair trade practices, contain infringement of trademarks, trade names or service marks, constitute a violation of intellectual property rights or constitute a violation of rights of privacy or infringement of copyrights and proprietary rights, (ii) the willful misconduct and the negligent acts, errors and omissions of the Donor and its respective officers, directors, employees, agents and contractors while performing the installation or replacement of the Donor's Signage, and (iii) the breach or default of the Donor of this Agreement. If the City learns of any Losses, the City will give the Donor prompt notice in writing of the Losses.

9. Reservation of Rights. Any rights not specifically granted to Donor by the City under this Agreement shall be and remain the property of the City.

10. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota. If either Party seeks to present a dispute to a court, then such court shall be the Circuit Court for the Third Judicial Circuit, Codington County, South Dakota. Each Party hereby waives any right it may have to present any dispute arising from or in any manner related to this Agreement to any United States District Court.

11. Disputes and Attorneys' Fees. It is the intent of the Parties to attempt in good faith to resolve any dispute first through negotiation. If legal action is brought by either Party to interpret or enforce any provisions of this Agreement, each Party shall bear its own attorneys' fees

for any resulting litigation, arbitration or any other dispute resolution that may be entered into by the Parties.

12. Execution and Delivery Required. This shall not be considered to be a binding agreement unless and until signed by both Parties as provided below, which shall be only after the authorizing resolution takes effect. This Agreement may be executed in counterparts.

13. Subordinate to Prairie Lakes Healthcare Systems Naming Rights Agreement. Donor acknowledges and is informed that the naming of the competition rink and the signage and references to the PREMIER Rink under the terms of this Agreement is subordinate to the City's Naming Rights Agreement with Prairie Lakes Healthcare System for the Ice Center. Use of the name "Prairie Lakes Ice Arena" shall be used by Donor in all instances in which business is conducted or information released whereby a reference is made to the ice center. A copy of the City's agreement with Prairie Lakes Healthcare System is available upon request.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

CITY OF WATERTOWN

_____
Amanda Mack
City Manager

FIRST PREMIER BANK / PREMIER BANKCARD

Brenda Bethke

By: Brenda Bethke
Its: SVP Marketing, Communications and Strategy

Attest:

_____
Kristen Bobzien
Finance Office

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

On this _____ 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 _____)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared _____ 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. WITNESS WHEREOF I hereunto set my hand and official seal.

_____
Notary Public
SEAL My Commission Expires

Exhibit B:

PREMIER signage and branding shall include, but not be limited, to the following:

1. Entrance signage to the PREMIER Rink as shown below:



2. Signage on the north end of the PREMIER Rink as shown below:



3. Signage on the south end of the PREMIER Rink as shown below (Please note: PREMIER "P" will actually be located to the window's right):
4. 

5. Two dasher boards. One adjacent to the PREMIER Rink penalty box and one adjacent to the PREMIER Rink home bench.

6. PREMIER logo at center ice as shown below.



City Council

Agenda Item

Subject: This donor recognition agreement is between Watertown Ford Chrysler and the City of Watertown for the Prairie Lakes Ice Arena.

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

This donor agreement memorializes the recognition of a $1M donation by Watertown Ford Chrysler to be received by the City of Watertown toward the development of the second rink and to purchase the Zamboni for the Prairie Lakes Ice Arena. All signage with the exception of the donor wall recognition is being paid by Watertown Ford Chrysler so that the City can utilize 100% of the donation toward the development of the second rink and the purchase of the Zamboni.

FINANCIAL IMPACT:

The $1M contribution will be paid over a ten year period to the City.

SUGGESTED MOTION:

I move to approve and authorize the City Manager to execute the agreement between the City of Watertown, and Watertown Ford Chrysler pending review under the Naming Rights Agreement between the City of Watertown and Prairie Lakes Health System.

STAFF REFERENCE(S):

Dusty Rodiek

City Council

Agenda Item

Subject: Approval of Amendment No. 4 of a Professional Services Agreement for redesign, bidding, and construction services associated with the City Hall Renovation project, Project No. 2035, with TSP, Inc, in the amount of $89,300.00, for a total contract of $387,712.00.

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The City Hall Renovation project includes remodeling of the former Wells Fargo building, an addition of a new Council Chambers, electrical, plumbing, site work, and enclosure of the existing teller lanes as a bid alternate.

This agreement is to have TSP update the drawings (making the requested amendments as outlined after value engineering changes were identified to reduce overall costs) and rebid the project and provide construction administration services. The Amendment #4 of $93,300.00 will bring the current contract amount from $298,412.00 to $387,712.00.

Additional Services (Redesign): $49,400
Bidding Services: $15,200
Construction Services: $24,700
TOTAL: $89,300

FINANCIAL IMPACT:

The funding for the City Hall project is budgeted in account 505-45603-43202. There is sufficient funding for this agreement.

SUGGESTED MOTION:

Staff recommends approval of the Professional Services Agreement Amendment through the following motion:

I move to approve Amendment No. 4 of a Professional Services Agreement for Redesign, Bidding, and Construction services associated with the City Hall Renovation project, Project No. 2035, with TSP, Inc, in the amount of $89,300.00, for a total contract of $387,712.00.

STAFF REFERENCE(S):

Heath VonEye, Justin Petersen

ATTACHMENT(S):

G802-2017 - Watertown Cty Hall Amendment No.4

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Renovate Wells Fargo Building into City Hall Building
20 N Maple
Watertown, South Dakota 57201
TSP Project No. 09201051

AGREEMENT INFORMATION:
Date: December 10, 2020

AMENDMENT INFORMATION:
Amendment Number: 004

Date: February 13, 2024

OWNER: *(name and address)*
City of Watertown
23 2nd Street NE
Watertown, South Dakota 57201

ARCHITECT: *(name and address)*
TSP, Inc.
20 S Maple
Watertown, South Dakota 57201

The Owner and Architect amend the Agreement as follows:
TSP was authorized to revise construction documents and rebid the project. The revisions include, but are not limited to, the following items: reconfigure the basement renovation moving the IT work area from the north end of the basement to the central area, relocate the lactation and janitor rooms, remove one of the new ADA toilet rooms, and relocate the print area. The revisions also included only one alternate of enclosing the drive thru.

Article 11.1.1 to be amended to read as follows: For services furnished above, the Owner shall pay TSP, upon receipt of periodic invoices, the lump sum of Three Hundred Eighty-Seven Thousand, Seven Hundred Twelve Dollars and No Cents ($387,712.00), plus reimbursable expenses (@1.15) and any and all applicable taxes.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Increase Lump Sum by Eighty-Nine Thousand, Three Hundred Dollars and No Cents ($89,300.00), (from $298,412.00 to $387,712.00), plus any and all applicable taxes. Of the additional $89,300.00, $49,400 will be allocated to Additional Services, $15,200 will be allocated to Bidding, and $24,700 will be allocated to Construction.

Schedule Adjustment:
Projected Construction Documents Completion Date: February 2024
Projected Construction Commencement Date: Spring 2024

SIGNATURES:

TSP, Inc.	City of Watertown
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
Tadd M Holt	
SIGNATURE	**SIGNATURE**
Tadd Holt, PE Principal	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
February 13, 2024	
DATE	**DATE**

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User Notes:
(3B9ADA4C)

City Council

Agenda Item

Subject: Rejection of the sole Bid for the Prairie Lakes Wellness Center Rooftop Units Replacement, Project No. 2418, from Johnson Controls, in the Amount of $1,592,700.00.

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The Prairie Lakes Wellness Center Rooftop Units are in need of replacement. The City pursued replacement of the units by bid advertising for design/construct services. On January 18, 2024, one (1) bid was received for the Prairie Lakes Wellness Center - Aquatics Area Roof Top Air Handling Units, Project No. 2418. Johnson Controls of Sioux Falls, SD provided the sole bid of $1,592,700.00. This bid is approximately 45% higher than previous estimates. Therefore, this bid is recommended by Staff to be rejected.

To continue to solve the replacement issue, a separate agreement has been proposed to complete a feasibility study to evaluate what approach is needed without excessive speculation. The study is to include the development of a schematic design package, completion of a preliminary design review, and the design will assist in developing a construction schedule and installation price. The estimated lead time of the equipment is approximately 1 year with the hope to have a replacement installed by August 2025.

FINANCIAL IMPACT:

Funding for this project has not been assigned a line item in the 212 Capital Improvement Fund. Upon determination of the actual funding requirement, funds will be transferred from the unrestricted balance of the CIP. Previous estimates for this project were in the amount of $1,100,000.00. It is anticipated that a potential $500,000 additional funding could be necessary, for approximately $1.5M-$1.6M in costs, pending study and prelim design outcomes.

SUGGESTED MOTION:

Staff does not recommend the approval of this bid award through the following motion:

I move for the Rejection of the sole Bid for the Prairie Lakes Wellness Center Rooftop Units Replacement, Project No. 2418, from Johnson Controls, in the Amount of $1,592,700.00.

STAFF REFERENCE(S):

Caitlyn German, Dusty Rodiek, Heath VonEye, Justin Petersen

ATTACHMENT(S):
Wellness Center HVAC Bid Tab

2024 Prairie Lakes Wellness Center HVAC				Johnson Controls			
Project No. 2418				3413 S Gateway Blvd			
City of Watertown, South Dakota				Sioux Falls, SD 57106			
Thursday, January 18, 2024				Phone: 605-203-1871			
ITEM	ITEM	ESTIMATED		ITEM	ITEM		
NO.	DESCRIPTION	QUANTITY		PRICE	TOTAL		
	Base Bid Price (Turnkey mechanical engineering, structural review, demo and removal of existing equipment, crane, new equipment and installation. Plumbing, Sheet metal, roof repair, electrical, controls and programming, test and balance, taxes all included.)	Lump	Sum	$ 1,592,700.00	$ 1,592,700.00		
	Alternate #1 (Additional research needs to be conducted to determine existing communication trunk, network architecture and field control devices. Budget Price below is based on a rip and replace; however, other options may be explored. Budget price is not to exceed.)	Lump	Sum	$ 310,000.00	$ 310,000.00		
	Alternate #2 (Engineering Research for Hot Water Heat solution to replace gas fired, as proposed. Budget estimate is $425,000.00 - $475,000.00 +/- 5%)	Lump	Sum	$ 10,000.00	$ 10,000.00		
					$ 1,592,700.00		

City Council

Agenda Item

Subject: Approval of the Professional Services Agreement for the Prairie Lakes Wellness Center Rooftop Units Replacement, Project No. 2418, to Johnson Controls in the Amount of $25,000.00.

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The Prairie Lakes Wellness Center Rooftop Units are in need of replacement. The City pursued replacement of the units through an RFP for design/construct services. That process did not develop the desired outcome, with costs much higher than previous estimates.

To continue to solve the replacement issue, an agreement has been proposed to complete a feasibility study to enable both parties to evaluate what approach is needed without excessive speculation. The study is to include the development of a schematic design package, completion of a preliminary design review, and the design will assist in developing a construction schedule and installation price.

This $25,000 fee is paid as an isolated expense and includes the service through the end of Phase 1, Feasibility, and Phase 2, Project Development, to be paid out if the City does not continue into Phase 3-Construction and install. If Phase 3 is pursued, this contract amount becomes absorbed into and part of the overall project costs as estimated in the Financial Implications. The estimated lead time of the equipment is approximately 1 year with the hope to have a replacement installed by August 2025.

FINANCIAL IMPACT:

Funding for this project has not been assigned a line item in the 212 Capital Improvement Fund. Upon determination of the actual funding requirement, funds will be transferred from the unrestricted balance of the CIP, as discussed in the previous '24 budget process. Previous estimates for this project were in the amount of $1,100,000.00. It is anticipated that a potential $500,000 additional funding could be necessary, for approximately $1.5M-$1.6M in costs, pending this study and prelim design outcomes.

SUGGESTED MOTION:

Staff recommends approval of the Professional Services Agreement through the following motion.

I move to approve the Professional Services Agreement for the Prairie Lakes Wellness Center Rooftop Units Replacement, Project No. 2418, to Johnson Controls in the Amount of $25,000.00.

STAFF REFERENCE(S):
Caitlyn German, Dusty Rodiek, Heath VonEye, Justin Petersen

ATTACHMENT(S):
Prairie Lakes Wellness Center PDA 24

City of Watertown Prairie Lakes Wellness Center

Project Development Agreement

PROJECT DEVELOPMENT AGREEMENT
BETWEEN:

City of Watertown SD
Prairie Lakes Wellness Center
1515 15th St. NE
Watertown, SD 57201

AND

Johnson Controls, Inc.
3413 S Gateway Blvd
Sioux Falls, SD 57106

The purpose of this Project Development Agreement (PDA) is to confirm the intent of Johnson Controls, Inc. (JCI) and the Customer named above to develop FACILITY IMPROVEMENT PROJECTS as funds are available to accomplish the goals of the Prairie Lakes Wellness Center. This agreement will provide the basis of the scope of the PDA, obligations of both parties, financial commitments, intended outcomes and timeline.

Scope of Services

It is the Parties' mutual understanding this Project Development Agreement will:

Provide for the development of Facility Improvement Measures (FIMs) at the following Customer's facilities:

- Prairie Lakes Wellness Center

Phases of Upgrade / Retrofit Project

The parties agree that the Upgrade / Retrofit Project shall be executed by JCI and Customer **Prairie Lakes Wellness Center** and completed in a total of (**Three**) Phases:

I. **Phase I Feasibility Study** for this Upgrade / Retrofit Project, which is expected to be complete by **March 15, 2024**, will provide design development as detailed in the sections below. Preliminary assessments have been conducted for this phase with preliminary FIMs shared with Customer.

II. **Phase II Project Development** of this Upgrade / Retrofit Project will provide and consist of a final design- build agreement which will include final construction documents and formalized proposal.

III. **Phase III Construction** of this Upgrade / Retrofit Project will execute the work of Facility Improvement Measures as agreed upon by both parties.

Phase I Feasibility Study

To enable both parties to expeditiously evaluate the potential benefits of this approach without excessive speculative investment by JCI, or speculative commitment by the Customer **Prairie Lakes**

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Wellness Center, the parties agree to jointly undertake a Process of Design Development (or this "Process").

This Process shall include the following:

a. Execution of this Upgrade / Retrofit Project Development Agreement between JCI and Customer **Prairie Lakes Wellness Center**.
b. Provision of initial pricing information based on the owner's expectations and the **FIM 1 & FIM 2 (alternate add)** budget and schedule requirements. The initial budget and development will be a working model of the program and construction cost objectives and shall be revised, as needed.
c. Development of schematic design package of the **FIM 1 & FIM 2 (alternate add)**. This package will contain information to ensure that the appropriate design criteria are maintained in the development process.
d. Completion of preliminary design review with Customer **Prairie Lakes Wellness Center**.
e. The design development package will also allow for the development of a construction schedule and installation price.

Duties of Customer Prairie Lakes Wellness Center

Customer **Prairie Lakes Wellness Center** will work in a diligent and timely manner with JCI to develop the aforesaid functions. The Customer **Prairie Lakes Wellness Center** shall commit to providing in a timely manner any information required to perform all relevant programming, planning and shall also properly position JCI with the rest of its staff to insure a cooperative and successful effort. *City of Watertown has the option to utilize Johnson Controls Sourcewell Contract* #070121-JHN *for procurement of the project proposed.*

Duties of JCI

JCI also commits to work in a diligent and timely manner with the Customer **Prairie Lakes Wellness Center** to deliver the aforesaid documents and materials and to complete the foregoing tasks for the purpose of constructing a **FIM 1 & FIM 2 (alternate add)**. JCI shall provide adequate and qualified resources to meet the Upgrade / Retrofit Project schedule and shall work with the Customer's management in a manner that enables it to make an informed decision.

Phase II Compensation

Customer agrees to pay to JCI the sum of $**25,000.00** for the feasibility study. 100% due at time of the Proposal, Strategy and Plan (end of Phase II). The foregoing fee assumes that the total cost for construction and installation of **FIM 1** will between $**1,360,000.00** and $**1,500,000.00 (not including alternate adds).**

If the Customer **Prairie Lakes Wellness Center** does not move forward with Phase III, or does not

move forward within 90 days, then total amount for this PDA shall be due in full to JCI. JCI understands it is the Customer **Prairie Lakes Wellness Center's** intent to move forward with Phase II of this agreement.

Development Schedule

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others to work diligently under their direction to achieve the Milestone Schedule identified herein:

Milestone*	Completion Date
City Council or Authorized Representative authorizes PDA with confirmed list of Project Priority FIMs to be included in the project.	February 20, 2024
JCI requests pertinent Customer Documents and Data	February 25, 2024
JCI commences with on-site equipment/systems auditing, engineered drawings, equipment selections, subcontractor confirmation, structural reviews	Approximately 3 weeks to complete
Complete Design/Build Process with add alternates, if requested – Formalized Proposal and final pricing presented	March 8, 2024
City Council or Authorized Representative authorizes Project proposal with confirmed list of Project Priority FIMs to be included in the project.	March 19, 2024
Implementation Period begins – Product ordering, project management, engineering submittal finalization **Approximately 52 Week Equipment lead times	March 20, 2024
Construction Begins	March 1, 2025
Installation Complete	On or Before June 1, 2025

* These milestones may be modified by subsequent work plans which are mutually agreed upon by both parties

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1. Deliverables

Upon completion of the project development, JCI shall deliver to the Customer:

a. A written description of each FIM proposed to be implemented.
b. A formalized proposal including total cost of project in accordance with Sourcewell Cooperative Purchasing stipulations.
c. A preliminary schedule for implementation of the project.

2. Customer Priority FIMs

Listed herein is a list of Customer Priority FIMs. The Customer Priority FIMs are listed in priority order in terms of importance to the Customer achieving their objectives. JCI and the Customer acknowledge that JCI will provide as many of the Customer Priority FIMs listed as possible while still meeting achieving the criteria listed in the Deliverables paragraph. The Customer acknowledges that the project may or may not include all the Customer Priority FIMs listed.

Current Conditions

The Prairie Lakes Wellness Center currently has two large dehumidification units installed on the roof of the facility. One unit serves the leisure pool portion of the facility with the other serving the competition pool area. Both units are the same design and manufacturer with the only difference being the total capacities for the leisure pool unit are slightly smaller than the competition pool unit. Recently, the condition and operation of these dehumidification units have raised concerns amongst the facility's stakeholders. JCI has been made aware of frequent problems with the units resulting in them not operating properly. JCI has also been made aware of component and material failures which have occurred with the units, and which are occurring at more frequent intervals. Overall, the operating experience of the facility managers with these two units points to the need to evaluate extensive repair or total replacement of the units.

FIM #1

JCI recommends both existing units are replaced with new, more simplified units. Below is a table comparing the existing units to the proposed new units.

	Existing Units	**Proposed Units**
Supply Fan Section	One set of fans	One set of fans
Exhaust Fan Section	Two sets of fans	One set of fans *Simplified. One less set of fans to maintain and control
Energy recovery	Run around loop (pump, piping, coils, piping accessories, many components)	Fixed plate energy recovery core *Simplified. No moving parts, one component
Heating	Natural Gas	Natural Gas
Air Conditioning	Packaged Direct Expansion	Packaged Direct Expansion

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Pool Heating	Hot refrigerant gas heat exchanger and controls	None (utilize existing high-efficiency pool heaters) *Simplified. Removes piping, heat exchanger, and controls associated with a hot gas system. Also, important to note is the the hot gas system is not always available due to outside air conditions. This means the pool heaters are still needed and being they are needed, they should be utilized to uncomplicate the units.
Dehumidification Principal	Refrigeration cycle dependent	Ventilation style *Simplified. Utilizes the naturally dry outside air present in our climate most of the year to provide natural dehumidification instead of requiring the operation of a refrigeration cycle, especially at low temperatures
Heat Rejection	Glycol pump and piping loop to fluid cooler	Air-cooled refrigerant condensing unit *Simplified. Removes the glycol pump and piping required by the existing unit
Control System	Propriety Manufacturer Controls	Terminal strip for control by JCI building controls

As shown above, the proposed new units will be simplified from the existing units which will make the new units easier to operate and maintain for many years to come. The units will also be connected to a JCI controls system. This will give the facility operators 24/7 control and monitoring capability, trending, broadcasted alarm notifications, and remote technical support. With the new JCI controls system installed, the facility will be able to place a call to JCI service for any issues which arise with the units and receive knowledgeable help quickly. No longer will operations of the units be occurring in a “black box” leaving the facility staff unsure of who to call or where to turn for assistance. This simplified approach is JCI’s recommended step forward to address the overall issues with the dehumidification units.

FIM #2 (Alternate Add) – Controls Takeover ($300,000.00 - budget)

JCI recommends in addition to the new controls system on FIM 1, to bundle our controls system into one controls dashboard through Metasys for the remainder of the building’s mechanical system. This transition would require the replacement of existing competitor’s controls that are outdated. Combining the controls system will offer advantages of user-friendly function, mobility access, energy savings opportunity and seamless daily monitoring, troubleshooting and service.

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3. Records and Data

During the project development, the Customer will furnish to JCI upon its request, accurate and complete data concerning current: equipment performance data if available; costs; budgets; facilities requirements; future projected loads; facility operating requirements; collective bargaining agreements; etc.

JCI will provide a separate document with a formal request for the required shortly after touring the Customer facilities. The Customer shall make every effort to provide that information within 5 days of request.

4. Preparation of Implementation Contract

JCI will develop the framework of the subsequent Implementation Agreement and the Financing Agreement if applicable. JCI and Customer shall work diligently during the project development to complete and populate contract documents.

The form of the documents will vary depending on Customer requirements, state statute where applicable and JCI requirements, but where prudent shall utilize JCI standard documents.

5. Project Development Cost and Payment Terms

Customer agrees to the cost for JCI to provide project development services as explained on Page 2 of this contract identified as **Phase II Compensation.**

6. Indemnity

JCI and the Customer agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. To the extent permitted by law, JCI and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

7. Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted.
The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest State or Federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees,

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incurred as a result of this dispute.

8. Confidentiality

This agreement creates a confidential relationship between JCI and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information.

JCI and Customer understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only through the designated Customer representative and shall provide information regarding this project to only those persons approved by Customer. JCI will be notified in writing of any changes in the designated Customer representative.

9. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

JOHNSON CONTROLS, INC.	CUSTOMER
By	**By**
Signature	**Signature**
Title	**Title**
Date	**Date**

City Council

Agenda Item

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

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

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

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

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

Facts:

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

SUGGESTED MOTION:
No Action; First Reading

STAFF REFERENCE(S):
Brandi Hanten, Heath VonEye

ATTACHMENT(S):

- Petition
- Vicinity Map
- Proposed Plat of Valley View Fifth Addition
- Ordinance No. 24-01

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

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

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

1. Your Petitioner(s), J&J Land Sales, LLC, respectfully request that the following described real property in the City of Watertown, Codington County, South Dakota, be re-zoned from its current designation as "R1 – Single Family Residential District" to "R2 – Single Family Attached Residential District".

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

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

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

   Exhibit A – Valley View Fifth Addition to the Municipality of Watertown, in the County of Codington, South Dakota.

WHEREFORE, PETITIONER(S) REQUEST that the City Council of Watertown, South Dakota adopt an ordinance re-zoning the above-referenced real property from its current designation as "R1 – Single Family Residential District" to "R2 – Single Family Attached Residential District".

Dated at Watertown, South Dakota, this 11th day of January, 2024.

By _____
Jamie Andrews, Acting Agent
J&J Land Sales, LLC

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

On this the 11th day of January, 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(s) are subscribed to within this instrument and acknowledged that he executed the same for the purposes therein contained.

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

Michelle Burleson
Notary Public

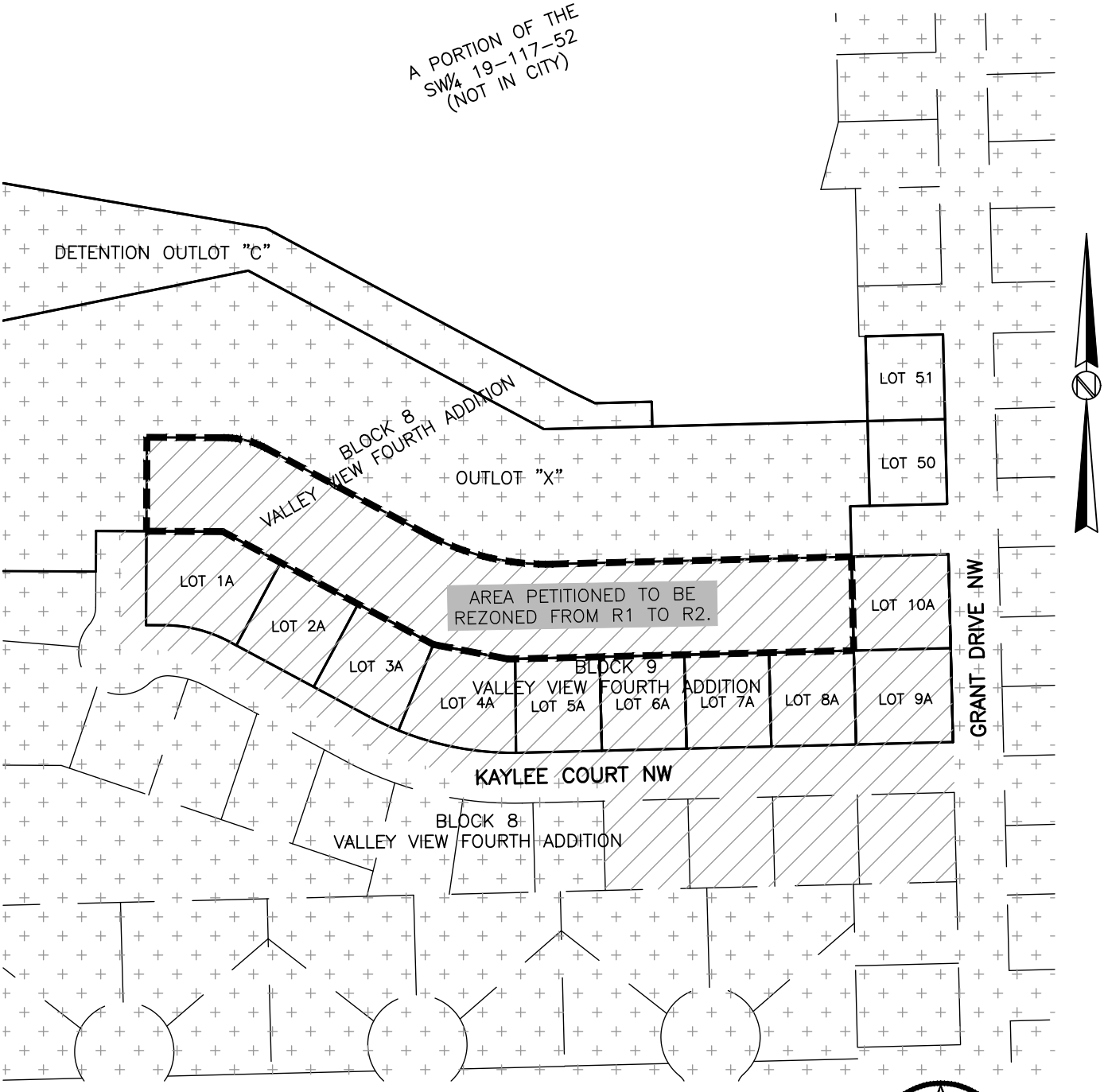
(SEAL)

My Commission Expires: 9-28-2024



Exhibit A

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



ZONING DESIGNATIONS

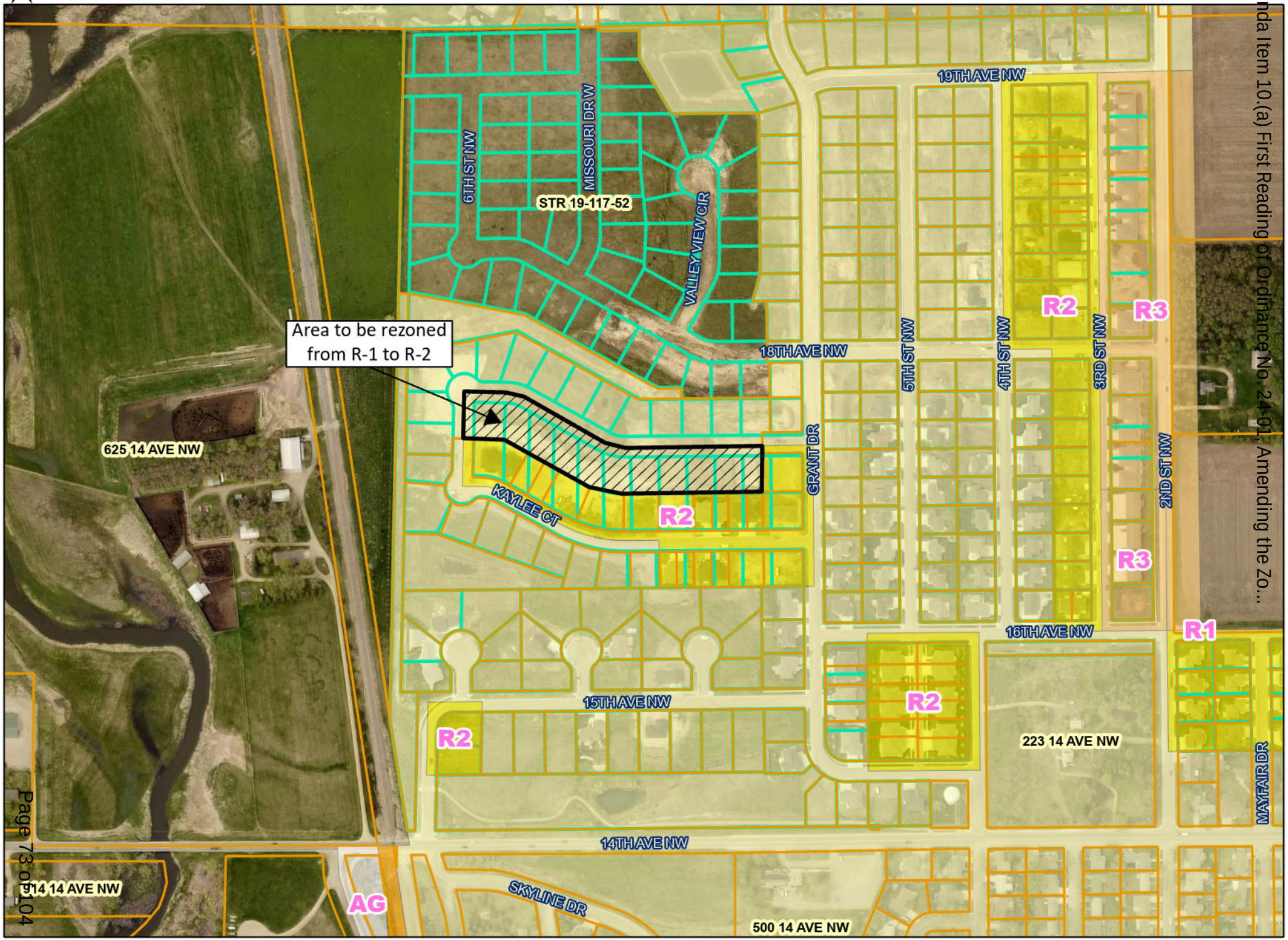
R1 ZONING DESIGNATION

R2 ZONING DESIGNATION

Prepared By
AASON ENGINEERING COMPANY, INC.

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

Vicinity Map



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

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

10' WIDE REAR YARD UTILITY EASEMENTS OR 10' WIDE UTILITY EASEMENTS ABUTTING PUBLIC RIGHT OF WAYS UNLESS NOTED OTHERWISE.

EASEMENT INFORMATION

5' WIDE SIDE YARD UTILITY EASEMENTS UNLESS NOTED OTHERWISE.

EASEMENT INFORMATION

100 0 100

JANUARY 5, 2024
SCALE: 1"=100'
○ MONUMENT RECOVERED
● ½"X18" REBAR W/ PLASTIC CAP STAMPED #11310 SET

33'

EXISTING 22.5' WIDE SANITARY SEWER EASEMENT RECORDED IN BOOK "4J" ON PAGE 191.

DETENTION OUTLOT C
VALLEY VIEW FOURTH ADDITION

UN–PLATTED LAND
SW¼ 19–117–52

UN–PLATTED LAND
SE¼ 24–117–53

SECTION LINE

PEDESTRIAN TRAIL OUTLOT B

18TH AVENUE NW

66' R.O.W.

66' R.O.W.

GRANT DRIVE NW

KAYLEE COURT NW

BLOCK 8

BLOCK 9

LOT 37 17064± SQ.FT.
LOT 38 12509± SQ.FT.
LOT 39 13075± SQ.FT.
LOT 40 16125± SQ.FT.
LOT 41 12160± SQ.FT.
LOT 42 12160± SQ.FT.
LOT 43 12267± SQ.FT.
LOT 44 11336± SQ.FT.
LOT 45 10434± SQ.FT.
LOT 46 10434± SQ.FT.
LOT 47 10434± SQ.FT.
LOT 48 10434± SQ.FT.
LOT 36 14410± SQ.FT.
LOT 35 14250± SQ.FT.
LOT 18 18861± SQ.FT.
LOT 17 13653± SQ.FT.
LOT 16 13653± SQ.FT.
LOT 15 17483± SQ.FT.
LOT 14 14251± SQ.FT.
LOT 13 13653± SQ.FT.
LOT 12 13653± SQ.FT.
LOT 11 13653± SQ.FT.

LOT 1A, LOT 2A, LOT 3A, LOT 4A, LOT 5A, LOT 6A, LOT 7A, LOT 8A, LOT 9A, LOT 10A
LOT 22, LOT 23, LOT 24, LOT 25, LOT 26, LOT 27, LOT 28, LOT 29, LOT 30, LOT 31, LOT 33, LOT 34
LOT 49, LOT 50

VALLEY VIEW FOURTH ADDITION
VALLEY VIEW THIRD ADDITION

NOTE: BEARINGS ARE BASED ON UTM ZONE 14 – WGS84. GROUND DISTANCES SHOWN.

NOTE: THIS PLAT CONTAINS 14.60± ACRES.

REGISTERED LAND SURVEYOR REG. NO. 11310 COLIN B DEJONG SOUTH DAKOTA

Registered Land Surveyor

AASON ENGINEERING COMPANY, INC.

Prepared By
AASON ENGINEERING COMPANY, INC.

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

ORDINANCE NO. 24-01

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

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

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

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

and based on the report and recommendation of the City Plan Commission in its Resolution No. 24-01, that the property be, and is hereby, rezoned from the existing designation of *R-1 Single Family Residential District*, pursuant to Watertown Revised Ordinance §21.14 *to R-2 Single Family Attached Residential District*, pursuant to Watertown Revised Ordinance §21.16.

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

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

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

I certify that Ordinance No. 24-01 was published in the Watertown Public Opinion, the official newspaper of said City, on this ____ day of _____, 2024.

Kristen Bobzien, Finance Officer

First Reading: Tuesday, February 20, 2024
Second Reading: Monday, March 4, 2024
Published: Saturday, March 9, 2024
Effective: Friday, March 9, 2024

City of Watertown

Attest:

_____
Ried Holien
Mayor

_____
Kristen Bobzien
Chief Financial Officer

City Council

Agenda Item

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

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

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

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

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

SUGGESTED MOTION:
No Action; First Reading

STAFF REFERENCE(S):
Brandi Hanten, Heath VonEye

ATTACHMENT(S):

- Petition
- Vicinity Map
- Plat of Prairie Haven Annexation First Addition
- Approved Concept Plan
- Ordinance No. 24-02

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

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

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

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

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

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

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

Petitioners further request the zoning ordinance of the City of Watertown be amended to provide said property with the zoning designation of R1C, Compact Single Family District.

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

Dated at Watertown, South Dakota, this 8th day of January, 2024.

By Will Kraft member
Acting Agent for
High Five Properties, LLC

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

On this the 8th day of January, 2024, before me, the undersigned officer, personally appeared K. Bloch, Acting Agent for High Five Properties, LLC, known to me or satisfactorily proven to be the person whose name(s) are subscribed to within this instrument and acknowledged that he executed the same for the purposes therein contained.

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

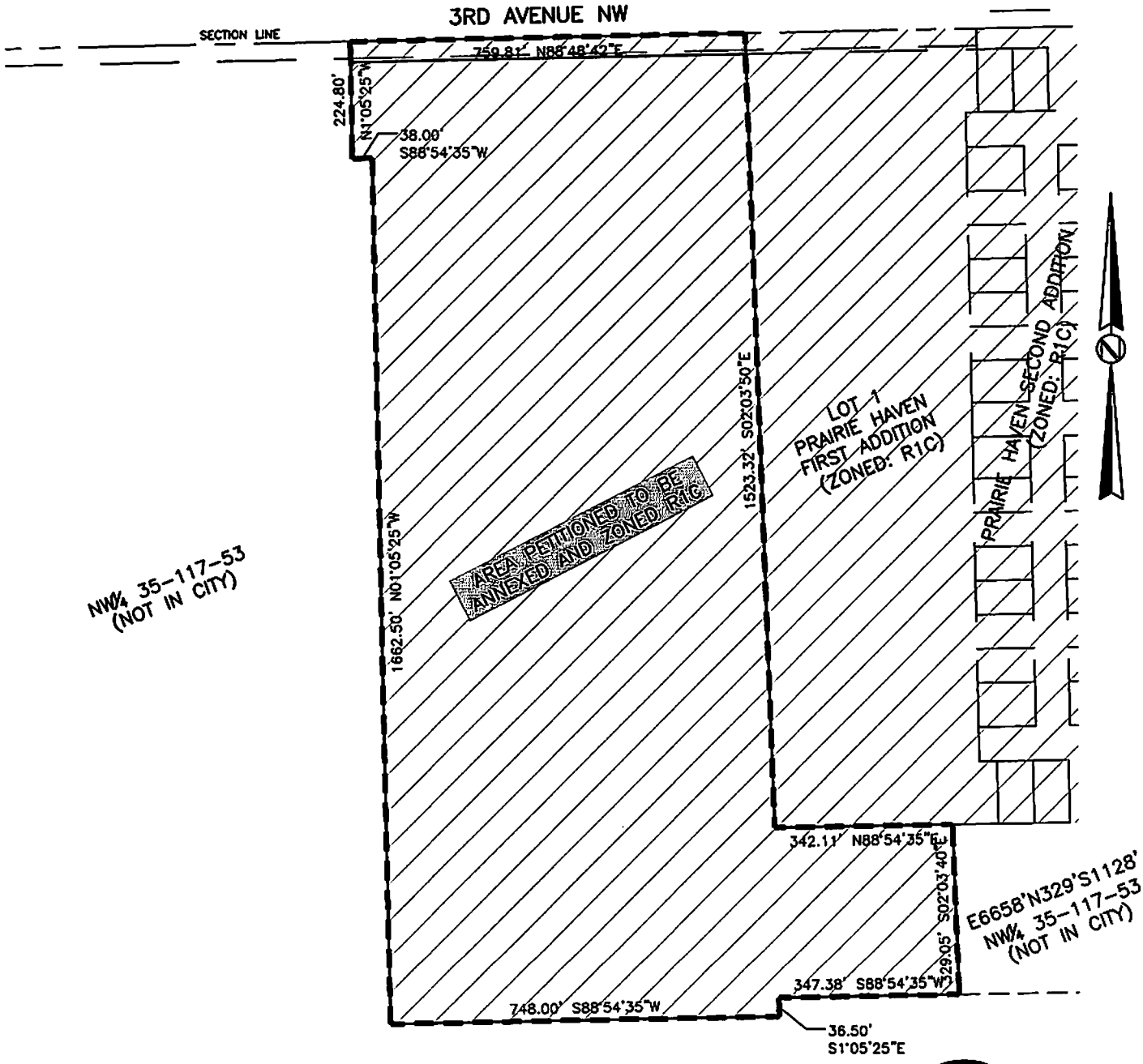
K. Bloch
Notary Public

(SEAL)

My Commission Expires: 1-11-2024

Exhibit A

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



ZONING DESIGNATIONS

R1C ZONING DESIGNATION

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

Vicinity Map



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

200 0 200

SEPTEMBER 15, 2023
SCALE: 1"=200'

○ MONUMENT RECOVERED
● ½"X18" REBAR W/ PLASTIC CAP STAMPED #11310 SET

N. QUARTER CORNER
35–117–53
(MAG NAIL)

SECTION LINE

3RD AVENUE NW

759.81' N88°48'42"E

1000.12' N88°48'42"E

224.80'
N1°05'25"W

33.0' WIDE STATUTORY SECTION LINE RIGHT OF WAY.

40.0' WIDE PUBLIC ROAD RIGHT OF WAY DEDICATED TO THE PUBLIC BY THIS PLAT.

38.00'
S88°54'35"W

NOTE: BEARINGS ARE BASED ON UTM ZONE 14 – WGS84. GROUND DISTANCES SHOWN.

NOTE: THIS PLAT CONTAINS 34.76± ACRES OF WHICH 0.70± IS DEDICATED ROAD RIGHT OF WAY.

NW¼
35–117–53

1662.50' N01°05'25"W

LOT 1
34.76± ACRES

1523.32' S02°03'50"E

LOT 1
PRAIRIE HAVEN
FIRST ADDITION

PRAIRIE HAVEN ADDITION SECOND

342.11' N88°54'35"E

329.05' S02°03'40"E

E658'N329'S1128'
NW¼ 35–117–53

347.38' S88°54'35"W

748.00' S88°54'35"W

36.50'
S1°05'25"E

NW¼
35–117–53

AASON ENGINEERING COMPANY, INC.

Prepared By
AASON ENGINEERING COMPANY, INC.

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

10' WIDE REAR YARD UTILITY EASEMENTS OR 10' WIDE UTILITY EASEMENTS ABUTTING PUBLIC RIGHT OF WAYS UNLESS NOTED OTHERWISE.

EASEMENT INFORMATION

5' WIDE SIDE YARD UTILITY EASEMENTS UNLESS NOTED OTHERWISE.

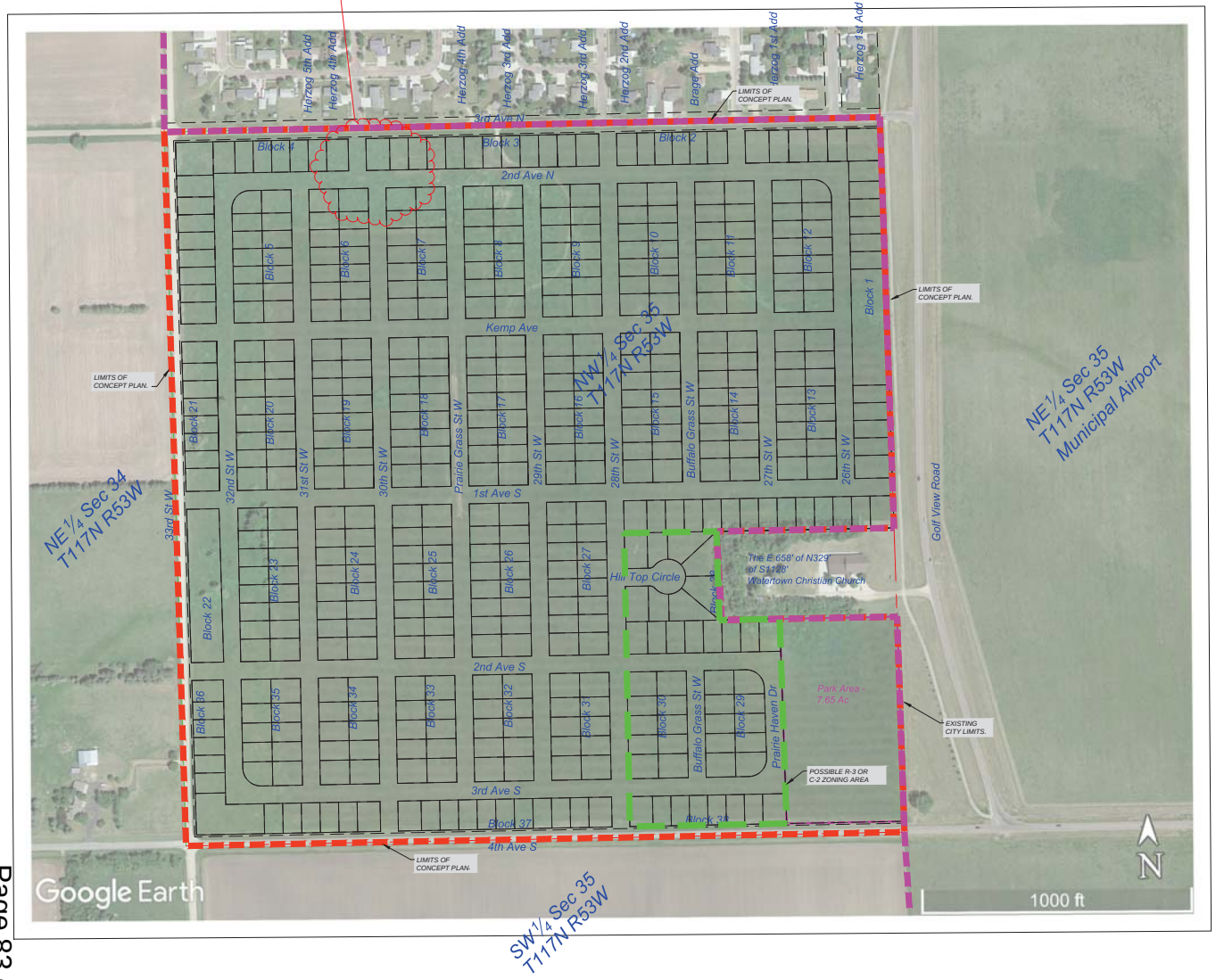
EASEMENT INFORMATION

REGISTERED LAND SURVEYOR
REG. NO.
11310
COLIN B
DEJONG
SOUTH DAKOTA

Registered Land Surveyor

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

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



LEGEND

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

GENERAL NOTE

1. PROJECT AREA - 156.7 ACRES

PROPOSED ZONING

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

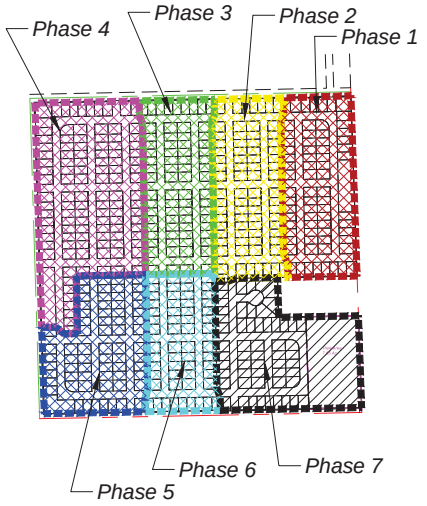
YARD SETBACK REQUIREMENTS PER ZONING:

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

ZONING AUTHORITY: CITY OF WATERTOWN
PHONE NUMBER: (605) 882-6202 EXT:3528
CONTACT PERSON: BRANDI HANTEN

LEGAL DESCRIPTION

NW¼ SECTION 35 T117N R53W OF THE 5TH PM CODINGTON COUNTY, SOUTH DAKOTA LESS THE E658' OF THE NORTH 329' OF THE SOUTH 1128'



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

DEVELOPER

Owner:
Prairie Haven, LLC
PO Box 1253
Watertown, SD 57201
(Steve Thorson - 605-520-2213)
(Bill Raffelsberger - 605-881-8892)

TITLE SHEET

PROPOSED DEVELOPMENT NAME:
PRAIRIE HAVEN ADDITION
CONCEPT PLAN
WATERTOWN, SD

DATE: AUGUST, 2021
SCALE: 1" = 200'
DRAWN BY: RSD
JOB NO.: 2021-013
SHEET 1

ORDINANCE NO. 24-02

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

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

> *"A Portion of the NE 1/4 of Section 35, Township 117 North, Range 53 West of the 5th PM Codington County, SD"*
>
> *Which upon platting shall be known as, "Prairie Haven Annexation First Addition to the Municipality of Watertown, in the County of Codington, South Dakota"*

and based on the report and recommendation of the City Plan Commission in its Resolution No. 24-02 that the zoning designation of said property, annexed in accordance with City Council Resolution No. 24-05, be established as *R-1C Compact Single Family Residential District* pursuant to Watertown Revised Ordinance *§21.15.*

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

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

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

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

Kristen Bobzien, Finance Officer

First Reading: Tuesday, February 20, 2024
Second Reading: Monday, March 4, 2024
Published: Saturday, March 9, 2024
Effective: Friday, March 29, 2024

City of Watertown

Attest:

_____
Kristen Bobzien
Chief Financial Officer

_____
Ried Holien
Mayor

City Council

Agenda Item

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

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

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

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

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

Facts:

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

SUGGESTED MOTION:
No Action; First Reading

STAFF REFERENCE(S):
Brandi Hanten, Heath VonEye

ATTACHMENT(S):

- Petition
- Vicinity Map
- Future Land Use Maps- Comprehensive Plan
- Ordinance No. 24-03

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

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

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

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

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

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

   Exhibit A – Lots 15-18 Block 7 Davlin's Addition to the Municipality of Watertown, Codington County, South Dakota.

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

Dated at Watertown, South Dakota, this 19th day of January, 2024.

By _____
Brian Brandriet, Acting Agent
MB Investments, LLC

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

On this the 19th day of January, 2024, before me, the undersigned officer, personally appeared Brian Brandriet, Acting Agent for MB Investments, LLC, known to me or satisfactorily proven to be the person whose name(s) are subscribed to within this instrument and acknowledged that he executed the same for the purposes therein contained.

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

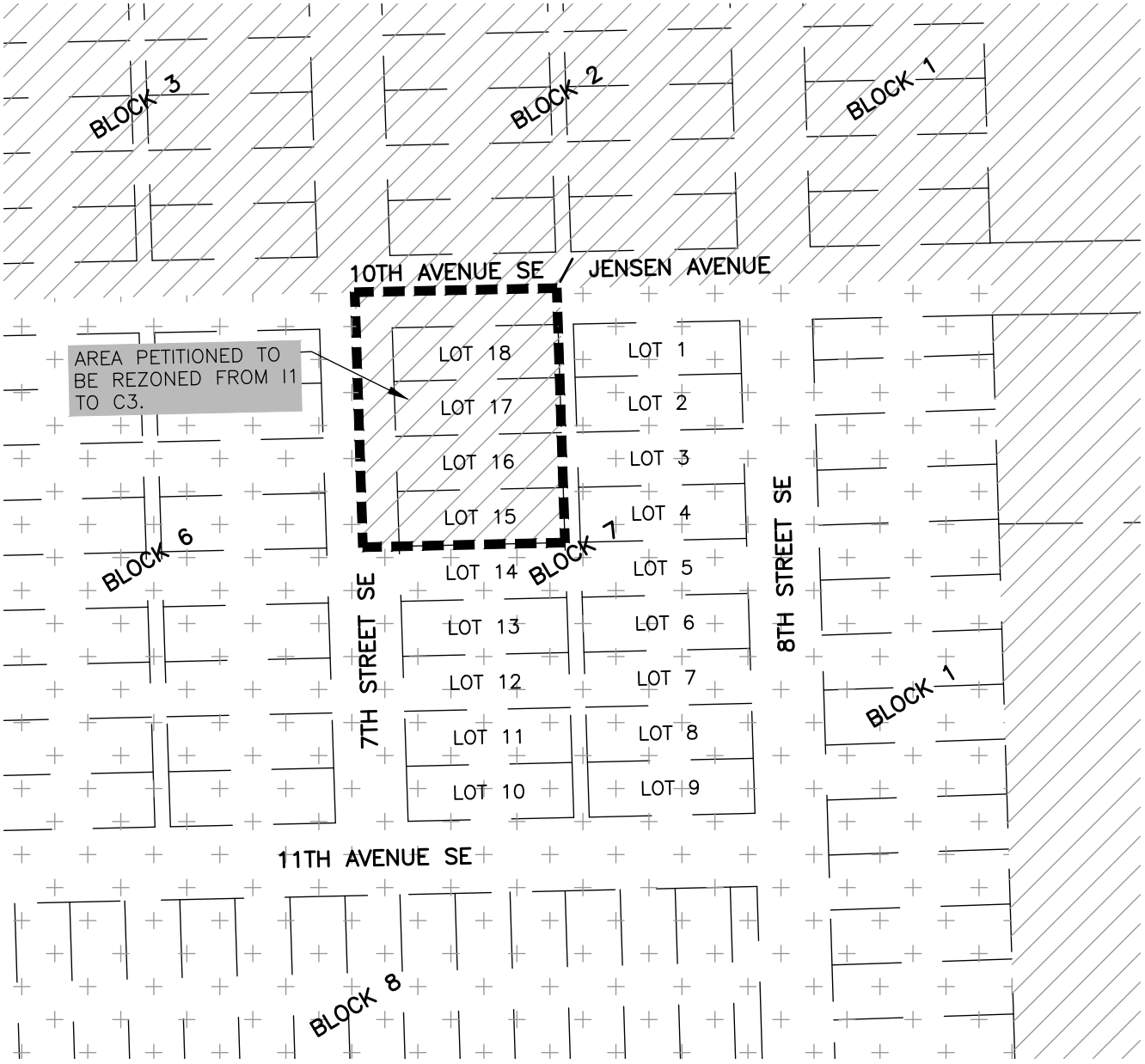
Michelle Burleson
Notary Public

(SEAL)

My Commission Expires: 9-28-2024

Exhibit A

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



ZONING DESIGNATIONS

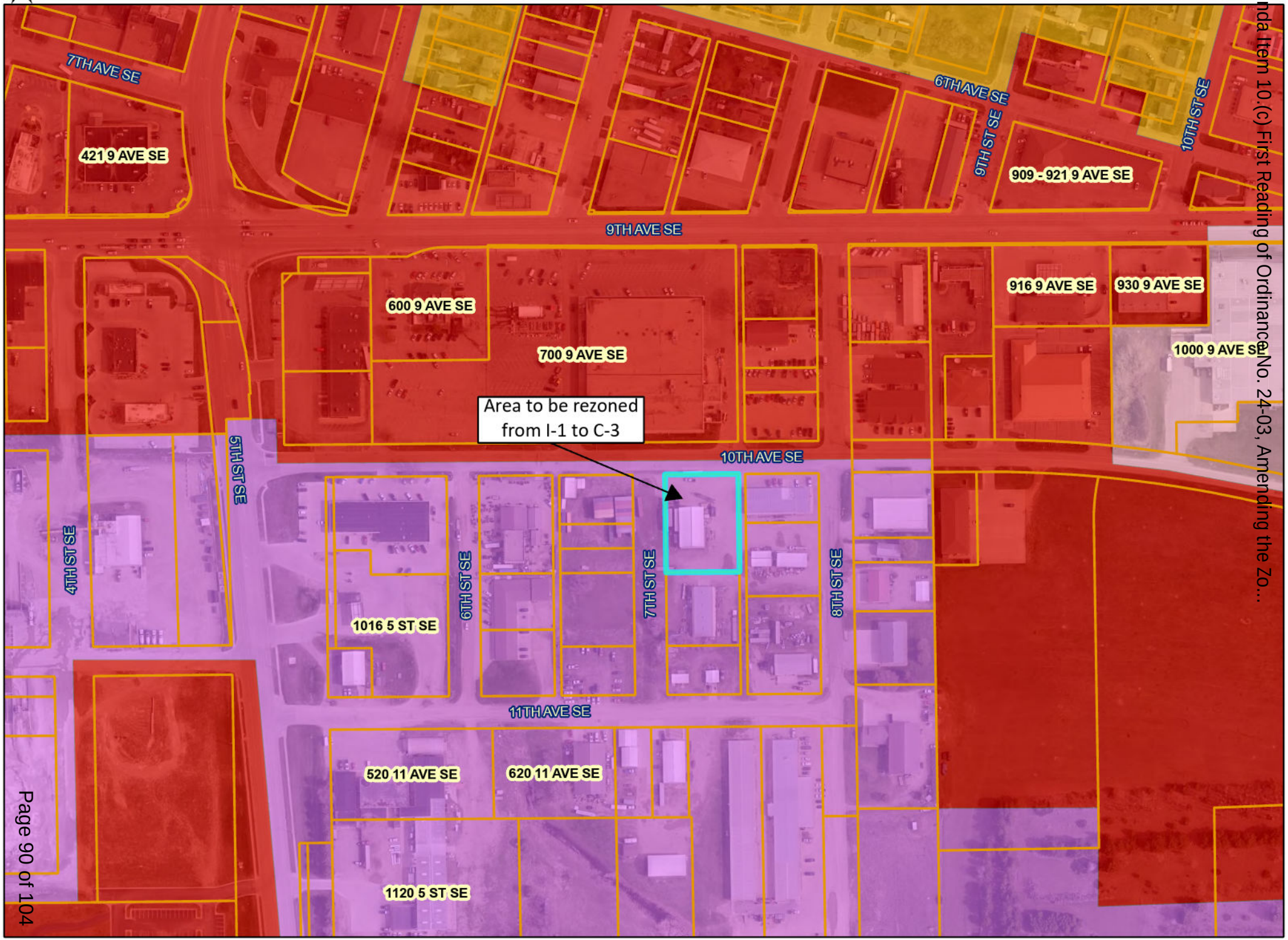
I1 ZONING DESIGNATION

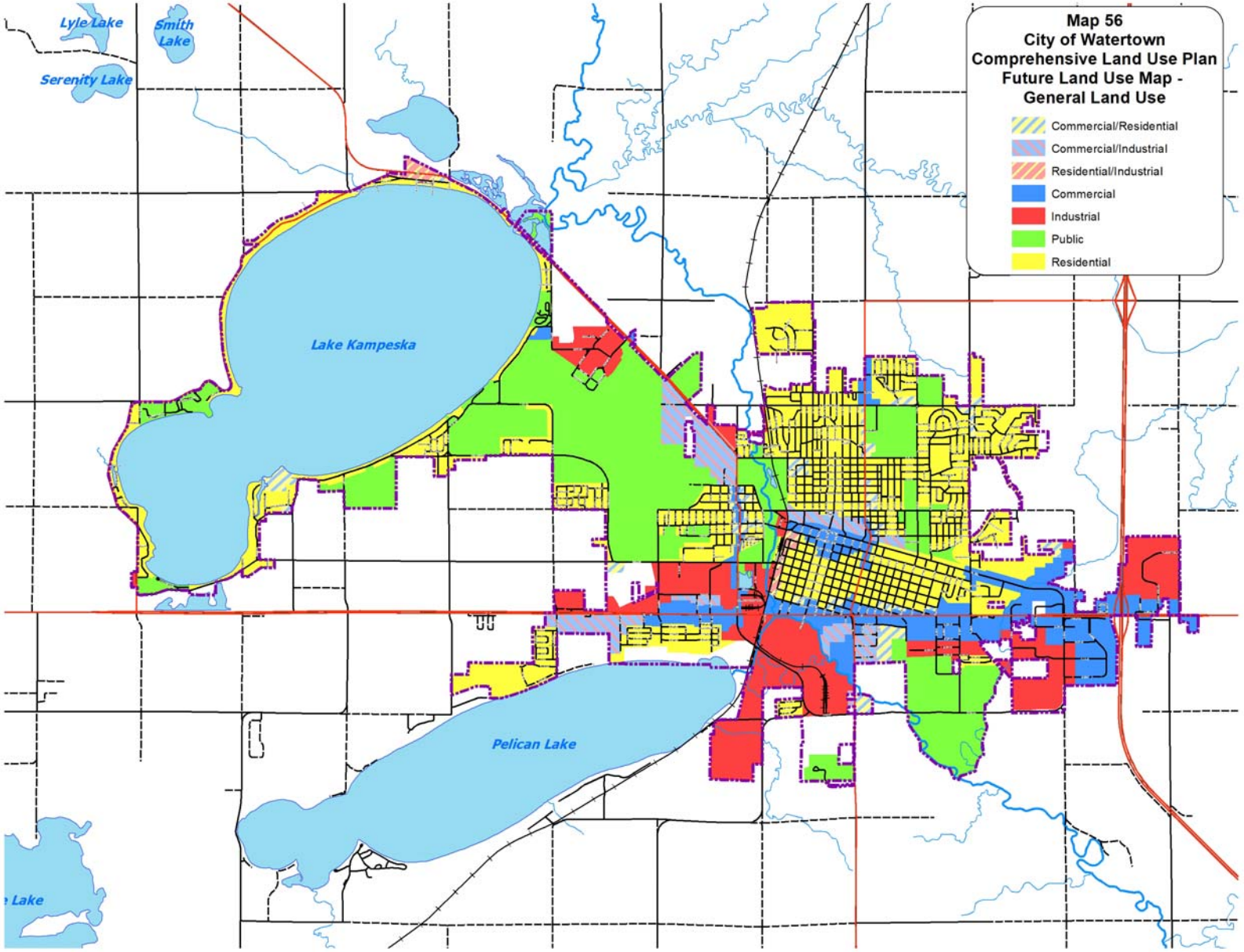
C3 ZONING DESIGNATION

Prepared By
AASON ENGINEERING COMPANY, INC.

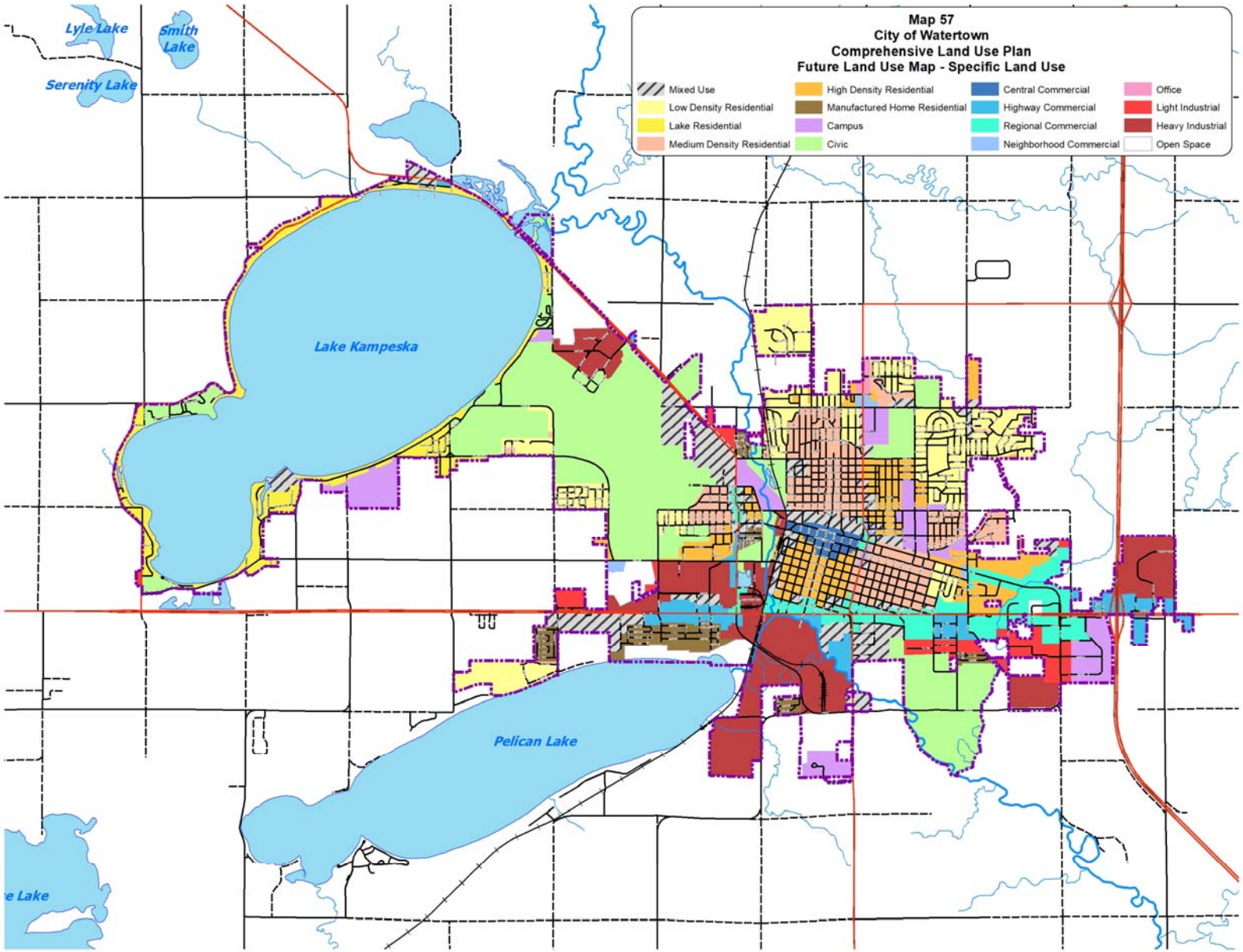
1022 SIXTH STREET S.E.
WATERTOWN, SD
Telephone 605–882–2371

Vicinity Map

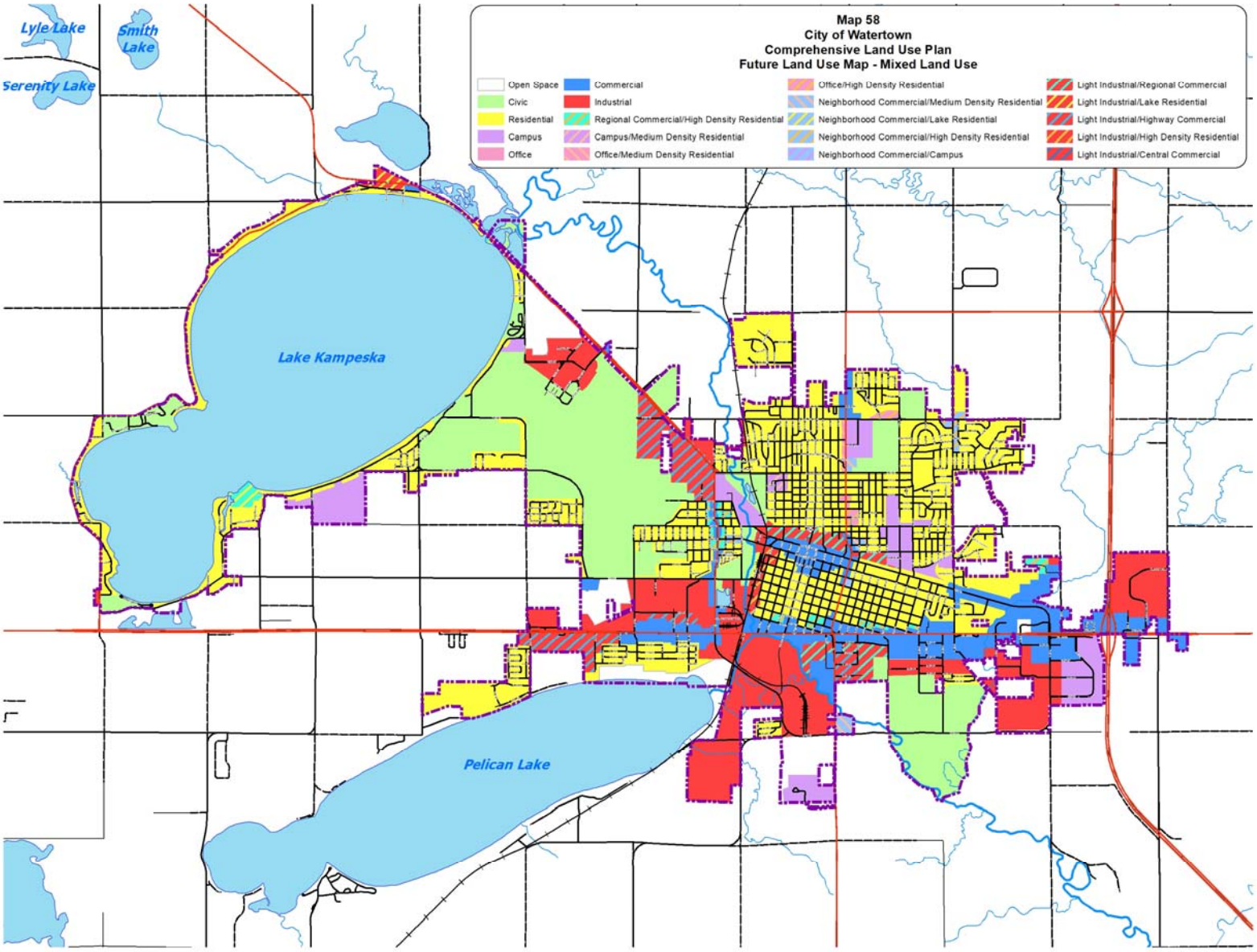




Agenda Item 10.(c) First Reading of Ordinance No. 24-03, Amending the Zo...



Agenda Item 10.(c) First Reading of Ordinance No. 24-03, Amending the Zo...



Agenda Item 10.(c) First Reading of Ordinance No. 24-03, Amending the Zo...

ORDINANCE NO. 24-03

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

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

> *Lots 15-18 Block 7 of the Plat entitled, "Davlin's Addition to Watertown, S.D. in Government Lot 4, Section 5, Township 116, Range 52, Codington Co., S.D." to the Municipality of Watertown, in the County of Codington, South Dakota"*

and based on the report and recommendation of the City Plan Commission in its Resolution No. 24-03, that the property be, and is hereby, rezoned from the existing designation of *I-1 Light Industrial District*, pursuant to Watertown Revised Ordinance §21.32 to *C-3 Highway Commercial District*, pursuant to Watertown Revised Ordinance §21.28.

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

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

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

I certify that Ordinance No. 24-03 was published in the Watertown Public Opinion, the official newspaper of said City, on this ____ day of _____, 2024.

Kristen Bobzien, Finance Officer

First Reading: Tuesday, February 20, 2025
Second Reading: Monday, March 4, 2025
Published: Saturday, March 9, 2025
Effective: Friday, March 9, 2025

City of Watertown

Attest:

_____
Ried Holien
Mayor

_____
Kristen Bobzien
Chief Financial Officer

City Council

Agenda Item

Subject: Approval of Resolution No. 24-03, Necessity for Sidewalk Improvements along 12th Avenue NW (6th Street NW to 1st Street NW) with the 2024 Neighborhood Street Reconstruction project, Project No. 2403.

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:

The proposed resolution of necessity for sidewalk assessment is for the 2024 Neighborhood Street Reconstruction, Project No. 2403, along 12th Avenue NW (from 6th Street NW to 1st Street NW). The project will be bid and start construction in 2024. This project will include full depth grading with asphalt surfacing, curb and gutter, sidewalk, and water main installation.

Currently, a majority of this road does not have sidewalk. In compliance with our City Ordinances requiring sidewalk for new construction, and our adopted 2007 Transition Plan for Sidewalk Accessibility and 2021 Master Transportation Plan, the City finds it necessary to install ADA-compliant curb ramps and sidewalk on both sides of the road to improve accessibility, connectivity, and safety for pedestrians. Landowners adjacent to 12th Avenue NW (6th Street NW to 1st Street NW) will be assessed the costs for the new sidewalk along their property based on linear feet installed, per SD Codified Law § 9-46-2.1.

The 2007 Transition Plan for Sidewalk was a result of litigation against the City to formalize how we improve ADA accessibility and pedestrian connectivity throughout town. It prioritized ADA curb ramp compliance with Federal ADA standards, requiring them to be installed or updated in conjunction with certain roadway projects as required by Federal regulations. The 2021 Master Transportation Plan goes further into detail about the missing sidewalk infill throughout the city and prioritizes accomplishing that infill in conjunction with certain roadway projects, also to coincide with the Federal ADA curb ramp requirements being performed.

FINANCIAL IMPACT:

The funding for the City's portion of this project has been budgeted from Account 212-43180-43919 in the estimated amount of $76,360.00.

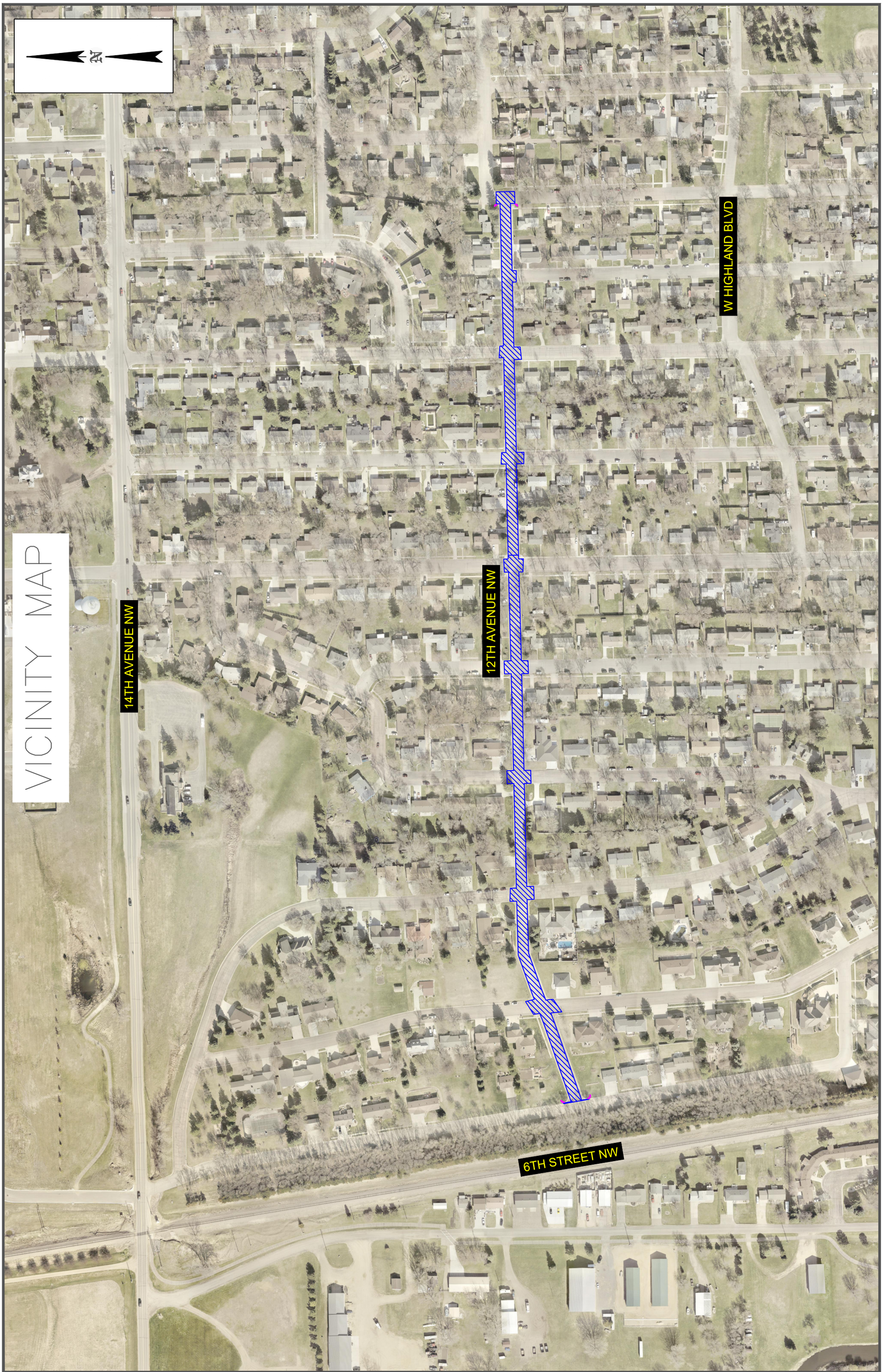
The estimated cost for the adjacent landowners is based on staff's Engineering cost estimate, per State Statutes, which equates to $52.90 per linear foot. The City's Sidewalk Cost Participation program reduces the homeowner's responsibility by $20.00 per linear foot, resulting in the landowners' total estimated cost of **$32.90 per linear foot**. The final cost to be assessed will be based on the actual as-constructed costs under the awarded bid and may vary from this estimate (as outlined in State Statutes).

SUGGESTED MOTION:
Staff recommends the approval of Resolution No. 24-03 through the following motion:

I move to approve Resolution No. 24-03, Necessity for Sidewalk Improvements along 12th Avenue NW (6th Street NW to 1st Street NW) with the 2024 Neighborhood Street Reconstruction project, Project No. 2403.

STAFF REFERENCE(S):
Heath VonEye, Justin Petersen, Kraig Engen

ATTACHMENT(S):
Vicinity Map
Sidewalk Assessment Map
Resolution No. 24-03, Resolution of Necessity for Sidewalk Improvements


N
VICINITY MAP
14TH AVENUE NW
12TH AVENUE NW
W HIGHLAND BLVD
6TH STREET NW

12th Ave NW Reconstruction
Sidewalk Assessment Areas



RESOLUTION NO. 24-03

PROPOSED RESOLUTION OF NECESSITY FOR SIDEWALK IMPROVEMENTS
PROJECT NUMBER 2403

BE IT RESOLVED by the City Council of the City of Watertown, South Dakota, as follows:

1. The City council of the City of Watertown hereby declares the following sidewalk improvements to be a necessity with the estimated costs per foot of property abutting upon the improvement as stated for this project:

PROJECT NO. 2403
Construct 5-foot-wide sidewalk with a 4-inch depth concrete surfacing and 2-inch depth gravel base along 12th Avenue NW from 1st Street NW to 6th Street NW. The estimated cost is $52.90 per linear foot of frontage. The city sidewalk reimbursement program of $20.00 per liner foot will be deducted for a total estimated cost of $32.90 per linear foot.

2. The general nature of the improvements and materials to be used are above set forth.

3. A description of classes of lots to be assessed is as follows: All assessable lots and tracts of land abutting 12th Avenue NW from 1st Street NW to 6th Street NW excluding the lots that have all Americans With Disabilities Act (ADA) compliant sidewalk, and parts thereof above described.

4. The method of apportionment of benefits is as follows: The cost of the improvements will be assessed against all assessable lots and tracts of land abutting 12th Avenue NW from 1st Street NW to 6th Street NW excluding the lots that have all Americans With Disabilities Act (ADA) compliant sidewalk, being improved based on a benefit basis. The benefit is hereby determined that those properties abutting 12th Avenue NW from 1st Street NW to 6th Street NW, excluding the lots that have all Americans With Disabilities Act (ADA) compliant sidewalk, improved are especially benefited by the improvement according to the length of abutting property.

5. The above described improvements shall be hereafter referred to as sidewalk improvement number 2403, which shall be deemed a description of the improvements to the sidewalk as hereinafter set forth.

6. The details, plans, and specifications for the sidewalk improvement are available at the City of Watertown Finance Office for review during regular office hours M-F 8 AM – 5 PM.

Dated at Watertown, South Dakota, this **20th** day of **February, 2024**.

The above and foregoing Resolution was moved for adoption by Alderperson _____, seconded by Alderperson _____, and upon roll call motion carried, whereupon the Mayor declared the same to be duly passed and adopted.

I hereby certify that Resolution **24-03** was published in the Watertown Public Opinion, the official newspaper of said City, on the **3rd** & **10th** day of **February, 2024**.

ATTEST:

_____
Kristen Bobzien
Finance Officer

CITY OF WATERTOWN

_____
Ried Holien
Mayor

City Council

Agenda Item

Subject: Resolution No 24.07 establishing the licensing fees for medical marijuana manufacturing and cultivation.

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
RESOLUTION 24-07
RESOLUTION ESTABLISHING THE LICENSING FEES FOR MEDICAL MARIJUANA MANUFACTURING AND CULTIVATION

WHEREAS, City Ordinances require certain license fees to be established by resolution; and,
WHEREAS, it is appropriate that certain other fees be established by City Council resolutions;
NOW THEREFORE BE IT RESOLVED, that the City of Watertown, Codington County, South Dakota, hereby establishes and adds the following fees to be added to the schedule of fees that took effect on January 1, 2024 and the following fees shall be effective as of March 1, 2024.

Medical Marijuana Manufacturing Application Fee: $5,000
Medical Marijuana Manufacturing Renewal Fee: $2,500
Medical Marijuana Cultivation Application Fee: $5,000
Medical Marijuana Cultivation Renewal Fee: $2,500

Dated at Watertown, South Dakota this February 20, 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.
Published once at the approximate cost of_____.

SUGGESTED MOTION:
I MOVE TO APPROVE THE RESOLUTION No. 24-07 reducing the fees for marijuana manufacturing and cultivation.

STAFF REFERENCE(S):
Amanda Mack

ATTACHMENT(S):

Marijuana Fee Resolution - Copy

RESOLUTION 24-07

RESOLUTION ESTABLISHING THE LICENSING FEES FOR MEDICAL MARIJUANA MANUFACTURING AND CULTIVATION

WHEREAS, City Ordinances require certain license fees to be established by resolution; and,

WHEREAS, it is appropriate that certain other fees be established by City Council resolutions;

NOW THEREFORE BE IT RESOLVED, that the City of Watertown, Codington County, South Dakota, hereby establishes and adds the following fees to be added to the schedule of fees that took effect on January 1, 2024 and the following fees shall be effective as of March 1, 2024.

Medical Marijuana Manufacturing Application Fee: $5,000

Medical Marijuana Manufacturing Renewal Fee: $2,500

Medical Marijuana Cultivation Application Fee: $5,000

Medical Marijuana Cultivation Renewal Fee: $2,500

Dated at Watertown, South Dakota this February 20, 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.

Published once at the approximate cost of_____.

City Council

Agenda Item

Subject: Council approval of a lease agreement associated with a junior league hockey teams' use of the Prairie Lakes Ice Arena.

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
Council approval of a lease agreement associated with a junior league hockey teams' use of the Prairie Lakes Ice Arena

SUGGESTED MOTION:
I move to approve and authorize the City Manager to execute a lease agreement associated with a junior league hockey teams' use of the Prairie Lakes Ice Arena.

STAFF REFERENCE(S):
Amanda Mack

City Council

Agenda Item

Subject: Acknowledgment of Prairie Lakes Ice Arena Donors

Meeting: City Council - Feb 20 2024

From: Amanda Mack, City Manager

BACKGROUND INFORMATION:
Many donors have contributed to the successful completion of the Prairie Lakes Ice Arena. This action acknowledges their financial support of construction of the facility.

FINANCIAL IMPACT:
The financial impact of this fundraising, which includes previously approved agreements with Prairie Lakes Health System, First Premier and Watertown Ford/Bobcat, totals roughly $9M

SUGGESTED MOTION:
I move to approve and acknowledge the donors who contributed to the construction of the Prairie Lakes Ice Arena.

STAFF REFERENCE(S):
Amanda Mack