

City of Watertown

Proposed City Council Agenda

City Hall, 20 N Maple

Watertown, South Dakota

July 21, 2025, 5:30 PM



Page

1. CALL TO ORDER

2. PRAYER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. ACTION TO APPROVE THE AGENDA

6. OPEN FORUM

7. CONSENT AGENDA

- | | | |
|-----|--|---------|
| (a) | Approval of the minutes of the Council meetings held on July 7th, 2025.
City Council - Jul 07 2025 - Outgoing Council - Minutes
City Council - Jul 07 2025 - Incoming Council - Minutes | 3 - 10 |
| (b) | Appointment of Shannon Barker to the Parks, Recreation & Forestry Board | |
| (c) | Approval of Gasfitter Licenses issued to Active Heating Inc dba Active Heating (\$75/each).
Active Heating Gasfitters | 11 - 19 |
| (d) | Authorization for City Hall to declare miscellaneous property as surplus and sell at auction or dispose of as junk.
City Hall Sale of Misc Property | 20 - 23 |
| (e) | Authorization for the City Manager to sign an agreement with JT Real Estate and Auction for the City Hall Surplus auction on August 23rd, 2025.
Auction Agreement | 24 - 25 |
| (f) | Authorization for the Police Department to apply and accept a TC Energy Grant in the amount of \$4,990 for SWAT Team to purchase 17 new Kore essential belts with buckles and two Ferno rescue ladders.
TC Energy Grant | 26 - 28 |
| (g) | Approval of an Amended Ground Lease Agreement at the Watertown Regional Airport, with Pioneer Agviation 2, LLC, in the annual amount of \$11,086.50.
Pioneer Agviation 2, LLC | 29 - 37 |
| (h) | Approval of Change Order No. 1 (Final) for the 2024 Miscellaneous Concrete Project, Project No. 2410, with Gray Construction Co., for an Increase of \$2,241.63 for a New Contract Price of \$146,741.63 | 38 - 39 |

8. PRESENTATIONS & REPORTS

9. CONTRACTS & CHANGE ORDERS

- (a) Approval of a Bid Award for the 2025 Solid Waste Improvements-Public Disposal Area, Project No. 2519, to Basin Construction, in the Amount of \$169,528.00 40 - 42
[2025 Solid Waste Improvements-Public Disposal Area, Project No. 2519](#)

10. ORDINANCE FIRST READINGS

11. PUBLIC HEARINGS & SECOND READINGS

- (a) Second Reading of Ordinance No. 25-08, a Revised Ordinance of the City of Watertown to Amend Ordinance Title 12 43 - 55
[Ordinance No. 25-08](#)

12. OTHER BUSINESS

- (a) Council Approval of Resolution No. 25-17, Approving the Plat of Stony Point Third Addition 56 - 73
[Resolution No. 25-17](#)
- (b) Authorization for the Parks division to purchase a 2025 Toro Groundmaster 4100D wide area mower. 74 - 75
[2025 Toro Groundmaster 4100D Wide Area Mower](#)

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

14. CITY MANAGER REPORT

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

16. ADJOURNMENT

Kristen Bobzien
Chief Financial Officer

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

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

Watertown City Council Meeting Minutes July 7, 2025

The City Council met in regular session at 5:30 PM in the City Hall Council Chambers, 20 N Maple. Mayor Ried Holien presiding.

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

Mayor Holien removed Item 7(e) from the agenda: Approval of an Amended Ground Lease Agreement at the Watertown Regional Airport, with Pioneer Aviation 2, LLC, in the annual amount of \$11,086.50.

Motion by Buhler, seconded by Tupper, to approve the agenda as amended. Items approved as part of the consent agenda: Approval of the minutes of the Council meetings held on June 16th, June 23rd and June 30th, 2025; approval to write-off uncollectible Ambulance accounts receivable and remit to the collection agency from 6/1/24 thru 1/31/25 in the amount of \$61,971.84; authorization to transfer the Event Dates of a Weekly Seasonal Event Retail On-Sale License for The Shamrocks & Edelweiss Corp d/b/a Dempsey's Brewery Pub & Restaurant for Thursday Night Live, 225 E Kemp, Downtown Plaza and that portion of Kemp Ave adjacent to Downtown Plaza from June 5th and June 12th, 2025 to July 24th and August 28th, 2025 due to Rain Outs and Rescheduled Events; a Lease Agreement with SkyWest Airlines, Inc., for Public Aircraft Facilities, Exclusive Use Space, and Joint Use of Specified Areas at the Watertown Regional Airport; approval of bills and payroll and authorization to pay. Motion Carried.

BILLS:

#1 WELDING LLC	SERVICE	60.00	LAKE AREA ZOOLOGICAL SOCIETY	REIMB	15,202.74
1889 MEAT CO	SUPPLIES	834.00	LAKESHORE LEARNING	SUPPLIES	22.99
81 KWIK STOP	SUPPLIES	632.00	LAMMERS CONSTRUCTION	SERVICE	16,365.00
A & B BUSINESS SOLUTIONS, INC.	SERVICE	746.51	LANDSCAPE STRUCTURES INC	PLAYGROUND	77,041.01
ABRA AUTO BODY & GLASS - WATERTOWN	SERVICE	507.17	LANGUAGE LINE SERVICES, INC.	SERVICE	74.01
ACTIVE HEATING, INC.	SERVICE	12,365.24	LAURA MOORE	REIMB	168.56
ADVANCE PROFESSIONAL	PARTS	177.99	LES MILLS US TRADING, INC.	SERVICE	709.00
AGWRX COOP - WATERTOWN MAIN	SUPPLIES	1,255.26	LES SCHWAB TIRE CENTERS	SERVICE	8,746.62
ALL AMERICAN ROOFING & SALES INC.	CONSTR	76,735.40	LL & SONS EXCAVATING, INC.	SERVICE	16,893.75
AMAZON CAPITAL SERVICES	SUPPLIES	8,153.57	LUKE BAUMBERGER	SERVICE	625.00
AMBULANCE	REIMB	50.00	LUTHERAN SOCIAL SERVICES OF SD	CLASS	150.00
AMERICAN ASSOC OF AIRPORT EXECUTIVES	DUES	1,494.12	LYNN OSTHUS	ELECTION	12.75
AMERICAN BANK & TRUST	DEBT	70,580.44	MACKSTEEL WAREHOUSE INC.	SUPPLIES	865.08
AMERICAN ENGINEERING TESTING, INC.	SUPPLIES	7,048.25	MACQUEEN EMERGENCY	EQUIP	257,676.80
AMERICAN FLAGPOLE & FLAG CO.	SUPPLIES	90.75	MAC'S INC.	SUPPLIES	1,177.40
AMERICAN RED CROSS - TRAINING SERV	TRAINING	1,741.00	MAHOWALD LAWN CARE, LLC	SERVICE	320.00
ANDOR INC.	SERVICE	22,313.69	MARCO TECHNOLOGIES, LLC	SERVICE	42.92
A-OX WELDING CO, INC.	SUPPLIES	248.46	MARIA GRUENER	REIMB	114.80
AP AUTO PROS, INC.	SERVICE	371.00	MARILYN HENNING	ELECTION	172.13
ASSOCIATED SUPPLY COMPANY	SUPPLIES	23,386.91	MARK DEAN	SERVICE	240.00
AT&T MOBILITY	SERVICE	1,880.80	MARK REIERSON	REFUND	560.00
AURORA WORLD	SUPPLIES	380.16	MARK SANDEN	ELECTION	172.13
AUSTIN NELSON	TRAVEL	98.00	MARLYS LENNING	ELECTION	172.13
AUTO VALUE WATERTOWN	PARTS	1,308.92	MARY TESKE	REFUND	40.00
AUTO ZONE	PARTS	37.84	MATHESON TRI-GAS, INC.	RENT	56.50
BACHMAN PARKING & PAINTING, LLC	SERVICE	5,700.00	MAVERICKS STEAKS AND COCKTAILS	SERVICE	286.22
BAKER & TAYLOR	SUPPLIES	3,228.95	MAXWELL FOOD EQUIPMENT	SUPPLIES	17.31
BARB FORMANEK	ELECTION	172.13	MCKEEVER, INC.	SUPPLIES	6,449.16
BARBARA WEBER	ELECTION	172.13	MEMPHIS NET & TWINE CO, INC.	SUPPLIES	7,303.40

Agenda Item 7.(a) Approval of the minutes of the Council meetings held o...

BATTERIES UNLIMITED, INC.	SUPPLIES	1,400.00	MENARD'S	SUPPLIES	8,302.42
BECKY SPROUSE	REIMB	85.30	MICHAEL JOHN SCHMIDT	SERVICE	300.00
BELD TREE SERVICE	SERVICE	12,691.25	MICHAELS FENCE & SUPPLY INC.	SERVICE	14,030.00
BERNIE'S BODY & GLASS	SERVICE	450.00	MICRO MARKETING ASSOCIATE	SUPPLIES	930.36
BLUEPEAK	SERVICE	8,778.69	MID STATES AUDIO, INC.	SERVICE	85,434.08
BMI	SERVICE	54.50	MIDCONTINENT COMMUNICATIONS	SERVICE	2,009.46
BOB JENNEN	REIMB	33.00	MIDWEST DEEP TINE LLC	SERVICE	12,320.00
BORNS GROUP	POSTAGE	2,000.00	MIDWEST TAPE	SUPPLIES	89.21
BOUND TO STAY BOUND BOOKS, INC.	SUPPLIES	79.22	MIDWEST TURF & IRRIGATION	SUPPLIES	6,427.65
BOUND TREE MEDICAL LLC	SUPPLIES	2,197.61	MIDWEST UNDERGROUND	PARTS	569.12
BOW WOW PET WASTE INC.	SUPPLIES	703.90	MIKE BOERGER	ELECTION	172.13
BOWES CONSTRUCTION, INC.	CONSTR	256,644.04	MINI MELTS OF AMERICA, INC	SUPPLIES	4,112.00
BRANDON MOORE	REIMB	400.00	MOBILE DIESEL SERVICE	PARTS	1,640.78
BRIAN BARTLETT	SERVICE	300.00	MUNICIPAL UTILITIES	SERVICE	189,956.17
BRIAN'S GLASS INC.	SERVICE	7,080.59	NAPA CENTRAL	PARTS	860.16
BULLET SPORTSWEAR AND GRAPHICS	SUPPLIES	5,568.00	NATIONAL GOLF GRAPHICS, LLC	SUPPLIES	208.00
C&R FIRE SUPPRESSION	SERVICE	1,175.20	NB GOLF, LLC	RENTAL	5,969.55
CALAMP WIRELESS NETWORKS CORP	PARTS	240.00	NICKLAUS MASON	TOURNAMENT	2,583.33
CAMI GOTTSLEBEN	ELECTION	178.50	NIHCA	MEMBERSHIP	199.00
CAMPSPOT	SERVICE	872.30	NOAH EVERSON	SERVICE	19.50
CANNON ELECTRIC, LLC	SERVICE	719.48	NORSE FIRE EQUIPMENT	SUPPLIES	1,300.00
CARINA LITTLE	ELECTION	172.13	NORTH CENTRAL LABORATORIES	SUPPLIES	61.65
CARRICO LAW PROF. LLC	SERVICE	12,458.00	NYBERG'S ACE HARDWARE, INC.	PARTS	895.72
CASHWAY LUMBER INC.	SUPPLIES	68.89	OFFICE OF FIRE MARSHAL-BOILER INSPECTION	SERVICE	140.00
CAYDA WEISS	SERVICE	50.00	OFFICE OF WEIGHTS & MEASURES	SUPPLIES	103.00
CENGAGE GROUP	SUPPLIES	966.11	OFFICE PEEPS, INC.	FURNITURE	219,018.08
CENTER POINT LARGE PRINT	SUPPLIES	370.49	OLD DUTCH FOODS, INC.	SUPPLIES	641.42
CENTURY BUSINESS PRODUCTS, INC	SERVICE	388.49	O'REILLY AUTO PARTS	PARTS	429.90
CENTURYLINK	SERVICE	169.33	OVERDRIVE, INC.	SUPPLIES	10,120.30
CHRISTOPHER GILMAN	TOURNAMENT	2,000.00	PAM BERG	ELECTION	172.13
CHUCK CALLAHAN	SERVICE	300.00	PARKER KLITZKE	TOURNAMENT	1,625.00
CHUCK'S LOCK & KEYS	SUPPLIES	88.25	PAYTON WEELEBORG	SERVICE	240.00
CINTAS CORPORATION NO. 2	SERVICE	173.07	PEARSON GOLF MANAGEMENT LLC	REIMB	7,168.78
CLUB CADDIE HOLDINGS INC.	SOFTWARE	6,300.00	PELICAN POWERSPORTS	SERVICE	1,851.37
CLUB CAR, LLC	SERVICE	2,452.50	PENWORTHY COMPANY	SUPPLIES	103.89
COCA COLA BOTTLING COMPANY	SUPPLIES	5,734.00	PERFORMANCE TOWING	SERVICE	1,496.25
CODINGTON CLARK ELECTRIC COOP, INC.	SERVICE	755.89	PICTOMETRY INTERNATIONAL CORP	LICENSE	50,540.00
CODINGTON CO REGISTER OF DEEDS	SERVICE	660.00	PIZZA RANCH	SUPPLIES	388.70
CODINGTON CO TREASURER	SERVICE	80.10	PLAISTED COMPANIES	SUPPLIES	4,910.18
COMMERCIAL CLEANING SERVICES INC	SERVICE	9,250.00	POLICE PETTY CASH FUND	CASH	62.85
CONDA WILLIAMS	ELECTION	172.13	POLYDYNE INC.	SUPPLIES	11,799.00
CONNOR HOWE	TOURNAMENT	5,000.00	POMP'S TIRE SERVICE, INC.	SERVICE	537.29
CORE & MAIN LP	PARTS	2,997.42	PORTER DISTRIBUTING CO.	SUPPLIES	6,514.45
COUNTRY ROAD BARN	SERVICE	270.00	POSTMASTER	SERVICE	1,046.00
COUNTY FAIR FOODS	SUPPLIES	858.45	PRAIRIE LAKES HOSPITAL/WFR PAD PROGRAM	AED	2,504.65
COWBOY COUNTRY STORE	SUPPLIES	17.96	PRINT EM NOW	SUPPLIES	330.72
CREATIVE CONCEPTS, INC.	SUPPLIES	130.27	PRODUCTIVITY PLUS ACCOUNT	SERVICE	4,537.84
CREATIVE REWARDS & SPECIALTIES	SUPPLIES	371.00	RC TECHNOLOGIES, INC	SERVICE	78.20
CREATIVE VISIONS LANDSCAPE & DESIGN	SERVICE	4,800.00	RECREATION SUPPLY CO.	SUPPLIES	1,736.34
CROUCH RECREATION, INC	SUPPLIES	10,133.05	REDLINGER BROS INC.	SERVICE	234.69
CUES, INC.	PARTS	5,058.26	REGAN MARIE SCHMIDT	SERVICE	150.00
CULLIGAN	SERVICE	923.50	REILLY REPAIR INC.	SERVICE	491.75
CUSTOM TRUCK ONE SOURCE LP	PARTS	966.82	RELIABANK	DEBT	25,335.32
DACOTAH PAPER COMPANY	SUPPLIES	1,306.98	RHODE ISLAND NOVELTY	SUPPLIES	1,885.33
DAJ ENTERPRISES LLC	SUPPLIES	648.00	RICE LAKE	CONSTR	1,384,571.23
DAKOTA AG CENTER	SUPPLIES	163.90	RICHARD NICLAOI	REIMB	688.00
DAKOTA BUTCHER	SUPPLIES	1,257.99	RIDDELL ALL AMERICAN SPORTS	SUPPLIES	7,110.43
DAKOTA PORTABLE TOILETS, INC.	RENT	1,320.00	RKM FIREWORKS COMPANY LLC	FIREWORKS DISPLAY	20,000.00
DAKOTA PUMP & CONTROL, INC.	SUPPLIES	8,868.79	ROBERT DARI	TRAVEL	14.00
DAKOTA SIGNS	SUPPLIES	450.00	RODENTPRO.COM	SUPPLIES	1,066.75
DANR - FISCAL OFFICE	PERMIT	527.00	RODRIGUEZ BAKERY EQUIPMENT, INC	SUPPLIES	585.00
DARWIN DAME	REIMB	35.00	RON'S SAW SHOP	SERVICE	1,275.56
DE LAGE LANDEN PUBLIC FINANCE LLC	SCOREBOARDS	19,022.20	ROTARY CLUB	DUES	209.00

Agenda Item 7.(a) Approval of the minutes of the Council meetings held o...

DEANNA WARD	ELECTION	178.50	ROUTEWARE, INC	SUBSCR	17,000.29
DEMCO, INC.	SUPPLIES	453.56	ROY'S SPORT SHOP INC.	SUPPLIES	2,046.37
DEPENDABLE SANITATION INC.	SERVICE	6,270.00	RUNNINGS FARM AND FLEET	SUPPLIES	4,001.55
DIAL-A-MOVE, INC	SERVICE	8,619.70	RYAN GRONLUND	TOURNAMENT	2,583.33
DIAMOND VOGEL, INC	SUPPLIES	511.26	SAME DAY EXPRESS, INC.	SERVICE	280.00
DON DESROSIER	REIMB	100.00	SANFORD HEALTH OCCUPATIONAL MEDICINE	SERVICE	633.00
DON JELLIS WELDING & REPAIR	SERVICE	4,752.50	SANFORD USD MEDICAL CENTER	SERVICE	1,200.00
DONNA SPEIDEL	ELECTION	178.50	SANITATION PRODUCTS INC.	SUPPLIES	1,906.63
DUININCK, INC	CONSTR	536,753.82	SARA ANDERSON	SERVICE	375.00
EASTSIDE EQUIPMENT LLC	PARTS	403.51	SARAH OVERVAAG	TRAVEL	389.30
EIDE BAILLY LLP	SERVICE	62,144.25	SD AMBULANCE ASSOCIATION	DUES	80.00
ELECTION SYSTEMS & SOFTWARE, INC.	SUPPLIES	2,079.08	SD DEPT OF ENVIRONMENT & NATURAL RESOURCES	DUES	5,337.43
ELECTRIC MOTORS & MOORE INC.	SUPPLIES	310.00	SD DEPT OF TRANSPORTATION	CONSTR	24,907.56
ELECTRIC PUMP INC.	PARTS	9,513.02	SD NETWORK AGAINST FAMILY VIOLENCE & SEXUAL ASSAUL	SUBSCRIPTION	200.00
ELKS LODGE	SERVICE	1,330.00	SD PUBLIC ASSURANCE ALLIANCE	SERVICE	138.26
ELLWEIN BROTHERS, INC.	SUPPLIES	7,701.40	SD STATE HISTORICAL SOCIETY	RENEWAL	70.00
EMS MANAGEMENT & CONSULTANTS, INC	SERVICE	3,280.00	SDN COMMUNICATIONS	SERVICE	766.99
ENGELSTAD ELECTRIC	SERVICE	4,510.21	SERVICEMASTER OF WATERTOWN	SERVICE	14,420.00
EQUIPMENT BLADES INC.	SUPPLIES	5,082.00	SHARP AUTOMOTIVE, INC	SERVICE	150.70
ESE IND. INC.	SERVICE	35,649.09	SHERWIN WILLIAMS	SUPPLIES	77.08
EUROFINS ENVIRONMENT TESTING NORTH CENTRAL, LLC	SERVICE	1,697.00	SHRED-IT	SERVICE	1,694.66
FAITH LEISETH-HANSON	SERVICE	420.00	SIGN PRO	SUPPLIES	2,320.05
FASTENAL COMPANY	SUPPLIES	106.05	SIGN SOLUTIONS USA, LLC	SUPPLIES	962.53
FEDERAL EXPRESS CORPORATION	SHIPPING	63.22	SIOUX RURAL WATER SYSTEM	SERVICE	77.10
FERGUSON WATERWORKS #2516	SUPPLIES	8,340.99	SIOUX VALLEY COOP	SUPPLIES	67,094.55
FIRST NATIONAL BANK OMAHA	DEBT	15,336.54	SITEONE LANDSCAPE SUPPLY, LLC	SUPPLIES	1,808.30
FISHER SCIENTIFIC	SUPPLIES	653.53	SNYDER INDUSTRIES, INC.	CONTAINERS	16,694.51
FLEETPRIDE, INC	PARTS	66.65	SOUTH DAKOTA 811	FEES	591.15
FOERSTER TESTING LIMITED	SERVICE	2,225.00	STAN HOUSTON EQUIPMENT INC.	RENT	2,836.79
FORESTRY SUPPLIERS, INC.	SUPPLIES	252.45	STAR LAUNDRY & CLEANERS, INC.	SERVICE	1,118.93
GALL'S INC.	SUPPLIES	3,666.91	STEIN SIGN	SERVICE	2,326.53
GANNETT MEDIA CORP	SERVICE	1,750.82	STEIN'S INC.	SUPPLIES	611.08
GANNETT TENNESSEE LOCALIQ	SERVICE	5,444.04	STEVEN AND TERESA DEPAUW	REIMB	1,288.00
GCSAA	DUES	530.00	STEVE'S WORLD INC.	SERVICE	113.74
GEMPLER'S	SUPPLIES	154.75	STROMSETH DIRT WORKS LLC	SERVICE	752.00
GEOTEK ENGINEERING	CONSTR	9,644.20	STUART C. IRBY CO.	SUPPLIES	79.15
GERRI DEBOER	ELECTION	178.50	SUPERIOR TECH PRODUCTS	SUPPLIES	5,030.00
GLACIAL LAKES POWERSPORTS	PARTS	439.45	TAX-EXEMPT LEASING CORP	LEASE	151,624.57
GLACIAL LAKES VETERINARY	SERVICE	5,548.08	TECHNICOLOR SCREEN PRINTING, INC.	SUPPLIES	3,280.00
GLENDALE PARADE STORE, LLC	SUPPLIES	292.20	TEGRA GROUP, INC.	SERVICE	15,977.00
GOSS OPERA HOUSE	RENT	174.30	TERRY DUFFY	SERVICE	150.00
GRAINGER	SUPPLIES	1,135.50	TETONKA, LLP	WETLAND MITIGATION	4,032.00
GUARDIAN ALLIANCE TECHNOLOGIES, INC.	SERVICE	256.00	THE BUG COMPANY OF MINNESOTA, INC	SUPPLIES	59.49
GWEN SCHULTZ	ELECTION	172.13	THE LIBRARY CORPORATION	RENEWAL	20,067.60
HALLOCK COMPANY	SUPPLIES	310.91	THE ORIGINAL MARKETING GROUP	SERVICE	500.00
HAWKINS INC.	SUPPLIES	3,686.03	THOMAS LAURIER	SERVICE	100.00
HDR ENGINEERING INC.	CONSTR	96,967.36	THOMSON REUTERS - WEST	SUBSCR	1,542.41
HEFTY SEED COMPANY	SUPPLIES	1,466.25	THRASHER GOLF	PARTS	1,400.00
HEIMAN, INC.	SUPPLIES	623.55	TIMMONS CONSTRUCTION, INC.	CONSTR	28,507.87
HELMS & ASSOCIATES	CONSTR	2,138.64	TITAN MACHINERY, INC	PARTS	94.32
HILLYARD / SIOUX FALLS	SUPPLIES	6,053.40	TRANSUNION RISK AND ALTERNATIVE	SERVICE	75.00
HOBBY LOBBY STORES, INC.	SUPPLIES	99.61	TRAV'S OUTFITTER, INC.	SUPPLIES	139.98
HOMETOWN BUILDING CENTER, INC.	SUPPLIES	4,495.13	TREE FARM	SUPPLIES	6,182.78
HUFF CONSTRUCTION, INC	CONSTR	50,657.04	TRITECH SOFTWARE SYSTEMS	SUBSCR	4,800.00
HUMAN SERVICE AGENCY	SERVICE	2,600.00	TRUGREEN	SERVICE	359.00
HY VEE FOOD STORE	SUPPLIES	1,509.55	TSP, INC.	CONSTR	1,764.04
ICMA MEMBERSHIP RENEWALS	DUES	200.00	TURFWERKS	EQUIP	43,319.27
ID CARD GROUP	SUPPLIES	1,050.98	TWOTREES TECHNOLOGIES, L.L.C.	SUPPLIES	2,680.67
INFRASTRUCTURE DESIGN GROUP, INC.	SERVICE	290.00	U.S. BANK SUPPLY	SUPPLIES	196.38
ITC, INC	SERVICE	523.78	ULINE	SUPPLIES	235.98
J H LARSON ELECTRICAL CO.	SUPPLIES	3,681.45	UNIQUE MANAGEMENT SERVICES, INC.	PLACEMENTS	65.00

Agenda Item 7.(a) Approval of the minutes of the Council meetings held o...

JACK LUNDIN	TOURNAMENT	2,583.33	UPS STORE	SERVICE	81.19
JAMON HARBERTS	TRAVEL	145.00	US BANK NATIONAL ASSOCIATION	RENT	168.00
JAYTECH, INC	SERVICE	1,290.80	US BANK ST PAUL	DEBT	700.00
JCL - SIOUX FALLS BRANCH	SUPPLIES	361.47	US FOODS - SIOUX FALLS	SUPPLIES	27,928.50
JE & SM ENTERPRISES, LLC	SUPPLIES	2,088.00	USA BLUE BOOK	SUPPLIES	862.58
JEANETTE MACK	ELECTION	178.50	VEOLIA ES TECHNICAL SOLUTIONS, LLC	SUPPLIES	22,842.10
JEFFERSON LINES	SERVICE	167.50	VERIZON WIRELESS	SERVICE	771.15
JEREMY SISSON	TOURNAMENT	1,625.00	VESTIS SERVICES, LLC	SERVICE	84.52
JERRY'S TRANSMISSION SERVICE, INC.	PARTS	11,683.91	VICTOR LUNDEEN COMPANY	ADV	252.57
JOAN ZWEIG	ELECTION	178.50	WAL-MART	SUPPLIES	1,794.75
JOE'S HEATING AND COOLING LLC	SERVICE	120.00	WATERTOWN AREA CHAMBER OF COMMERCE	DUES	375.00
JOHN DEERE FINANCIAL	SERVICE	1,058.20	WATERTOWN BASEBALL ASSOCIATION	SERVICE	258.36
JOHN ZACHARY	SERVICE	50.00	WATERTOWN BOYS AND GIRLS CLUB	SUBSIDY	17,011.00
JOHNSON BROS OF SOUTH DAKOTA	SUPPLIES	1,779.59	WATERTOWN BUSINESS DISTRICT IMPROVEMENT	SUBSIDY	22,639.32
JONATHAN PRUITT	REIMB	2,060.00	WATERTOWN CONVENTION & VISITORS BUREAU	SUBSIDY	29,000.00
JORDAN FAST	SERVICE	150.00	WATERTOWN LAWN & GARDEN & SMALL ENGINE REPAIR INC	SERVICE	1,558.12
JULIE WALKER	ELECTION	172.13	WATERTOWN MUNICIPAL BAND	SUBSIDY	3,125.00
JUNIPER JADE BOUTIQUE PHOTOGRAPHY	SERVICE	600.00	WATERTOWN TRUCK & TRAILER INC	SERVICE	679.02
JUSTIN LAWN & TREE SERVICE, INC.	SERVICE	3,195.00	WATERTOWN WHOLESALE	SUPPLIES	1,940.55
KAESER AND BLAIR INC.	SUPPLIES	1,579.84	WELLS FARGO FINANCIAL LEASING, INC.	LEASE	1,731.80
KAREN ALBRIGHT	ELECTION	178.50	WEST RIVER BEVERAGE, INC.	SUPPLIES	1,549.00
KARL EMERGENCY VEHICLES	EQUIP	22,946.81	WILD REPUBLIC	SUPPLIES	338.62
KATHY ANTOINE	SERVICE	1,150.00	WINSUPPLY OF WATERTOWN	SUPPLIES	17.55
KAYLEEN WERNER	ELECTION	172.13	WW TIRE SERVICE INC.	PARTS	834.83
KELLY MAAG	ELECTION	178.50	WYSHBONE MARKET LLC	SUPPLIES	147.00
KELLY MCCARTY	SERVICE	540.00	XTREME FIRE PROTECTION LLC	SERVICE	150.00
KIXX	ADV	500.00	YOUNG'S PRIMETIME PRINTING	SUPPLIES	162.00
KPHR	ADV	240.00	ZANDER WINSTON	TOURNAMENT	10,000.00
KXLG	ADV	1,950.00	ZIMCO SUPPLY CO.	SUPPLIES	26,255.45
KYLE PETERS	TRAVEL	169.50	ZIP AND STITCH SEWING	SERVICE	42.00
L MARQUARDT ELECTRIC INC.	SERVICE	2,453.55			

PAYROLL:

	Sal	SS	Pen	Ins		Sal	SS	Pen	Ins
Mayor/CC	10,716.25	632.91	-	-	Mosquito Cntrl	1,188.00	90.89	-	-
City Manager	21,239.53	1,527.55	1,269.57	2,807.09	Animal Cntrl	10,251.13	748.62	610.27	1,876.02
Human Resources	20,394.07	1,457.27	1,216.44	3,611.90	Forestry	26,882.58	2,039.18	1,342.48	2,687.25
Finance	21,690.74	1,513.28	1,296.64	4,906.18	Library	46,749.32	3,428.14	2,506.37	8,632.49
Info Tech	26,199.86	1,931.05	1,562.39	3,887.51	Comm Develop	26,746.94	1,922.02	1,565.20	4,906.18
Facilities Maint	32,205.46	2,309.82	1,922.74	7,499.41	Park & Rec.	313,093.69	23,396.01	10,463.79	28,399.96
Engineer	50,492.52	3,713.19	2,818.59	5,959.80	PLWC	67,899.97	5,177.67	1,945.38	6,064.99
Police	299,061.07	21,982.73	23,349.91	41,033.31	E-911	73,848.80	5,420.67	4,428.54	11,849.90
Fire	292,249.28	4,156.55	22,271.31	48,645.84	Sewer	89,095.83	6,532.20	5,336.14	12,907.68
Public Works	4,813.60	370.52	286.42	651.35	Landfill	92,503.95	6,266.68	5,055.08	17,680.28
Street	83,715.43	5,958.30	4,545.60	18,196.29	Airport	38,517.75	2,827.56	2,303.86	5,816.07
Cemetery	17,520.56	1,299.86	697.74	1,876.02					
Add'l 8.00 Long	J. Volkart (City Hall), T. Barthel, R. Kinnunen & K. Lingen (Police), D. Traufner (Fire), J. Weeks (Cemetery), K. Konrad & O. Wulff (Zoo), T. Kaasa (Airport)								
Add'l 8.00 Long	N. Geist & A. Struwe (Parks), J. Hemiller (PLWC) New Hire Police E. Garcia & G. Larson (5,151.47/mo 40/mo cell), T. Jaskulka (22.00/hr)								
New Hire E911	C. Dahl & B. Serreyn (4,154.80/mo) New Hire Engineering A. Koch (21.00/hr) New Hire Library S. York (12.20/hr) New Hire Parks B. Crom (14.00/hr)								
New Hire Parks	L. Bergan (14.00/hr) New Hire Golf B. Cotton (18.00/hr), D. Jongbloed (15.00/hr), H. Heggulund (14.00/hr), A. Lacher, J. Leonardi & J. Stormo (13.00/hr)								
New Hire Golf	J. Wirkus (13.00/hr) New Hire P&R S. Engen (16.00/hr), P. Feist, J. Kettwig, E. Schaeffer, L. Schell, R. Schell & K. Swanson (12.00/hr)								
New Hire Parks	D. Clark (15.00/hr), A. fox (14.00/hr) New Hire PLWC E. Pickrel (18.00/hr), C. Kirwan (13.00/hr) New Hire Pool/PLWC C. Bedner (17.00/hr / 13.00/hr)								
New Hire Pool/PLWC	J. Wipf & R. Wipf (15.00/hr) New Hire Pool J. Beisch, B. Borns, A. Dalton, B. Fligge, J. Hochstatter, J. Kurten, K. Mjoun, B. Prah, M. Riter (12.50/hr)								
New Hire Pool	B. Rycraft & R. Stangl (12.50/hr), K. Buchholz, K. Ellis, H. Hogue, T. Roberts, R. Schaeffer, C. Schochenmaier, S. Sovell, K. Tulowetzke (14.00/hr)								
New Hire Pool	E. Whetsel & M. Wadsworth (14.00/hr), M. Mikkelsen, C. Crow & E. Gilk (15.00/hr), R. Meland & O. Dettmann (16.00/hr), K. Engelhart (16.50/hr)								
New Hire Pool	G. Gohring & R. Kohlenberg (17.00/hr) Salary Inc Engineering C. German (5,628.13/mo) Salary Inc Landfill C. Biever (4,773.60/mo)								
Salary Inc Street	W. Smunk (17.00/hr) Salary Inc Forestry K. Ries (15.00/hr) Salary Inc Cemetery T. Johnson (14.00/hr), Q. Jorgenson (14.50/hr), R. Riter (15.00/hr)								
Salary Inc Golf	J. Dede & S. Lechner (13.00/hr), J. Thonvold (14.00/hr), L. Pearson & J. Keszler (15.00/hr), A. Clayburn (17.00/hr) Salary Inc Parks C. Schmahl (14.50/hr)								
Salary Inc P&R	K. Sikkink (12.50/hr), S. Pearson (14.00/hr), M. Reihe (16.00/hr), N. Pearson (20.00/game), C. Rumpza (21.00/game) Salary Inc Pool E. Jensen (18.00/hr)								
Salary Inc Pool	A. Kruse (13.00/hr), G. Dahl (13.25/hr), E. Stahlke (14.00/hr), B. Hlavacek & A. Mack (14.50/hr), C. Paszek & H. Bastian (15.00/hr), H. Hendricks (15.50/hr)								
Salary Inc Pool	M. Dornbusch & E. Kranz (16.00/hr), A. Torgerson (16.50/hr), H. Gast, B. Owens & E. Miller (17.00/hr), R. Warne (17.50/hr), A. Dettmann (18.50/hr)								

Agenda Item 7.(a) Approval of the minutes of the Council meetings held o...

Salary Inc PLWC	K. Swanson (12.50/hr), B. Jenc (12.75/hr), L. Althoff, J. Beltz, S. Labbe, A. Stidams, & P. Meek (13.00/hr), B. Peterson, J. Jenson & T. VanSickle (13.25/hr)
Salary Inc PLWC	C. Hoefert, D. Meyer, S. Ulmen, K. Arends, A. Christensen & P. Mack (13.50/hr), B. Sutton (13.75/hr), K. Salcedo & L. Felch (14.00/hr)
Salary Inc PLWC	H. Gast (17.00/hr) Salary Inc PLWC/Pool G. List, E. Swiden & A. Schulz (15.50/hr), B. Gast, G. Muller, J. Haslem & T. Swiden (16.50/hr)
Salary Inc PLWC/Pool	K. Carter, D. Greenman, L. Grund, S. Foust & V. Roebke (17.00/hr), M. Cyrus, E. Spilde, K. Brownlee & E. Stark (17.50/hr), K. Schulte (18.00/hr)
Salary Inc PLWC/Pool	H. Gaffaney & M. Storm (18.50/hr), K. Schulte (19.00/hr)

Mayor Holien called for Open Forum. No comments.

Motion by Schutte, seconded by Buhler, to approve a Lease Agreement of the Watertown Municipal Event Center between the City of Watertown and Santo Tequila SD LLC. Motion Carried.

This being the time scheduled for a public hearing on the application for a transfer of ownership of a Retail (on-sale) Liquor License and Video Lottery License from WR Capital I LLC d/b/a Minerva's Restaurant & Bar, 1901 9th Avenue SW, E510.5' W 900' S720' less W251.5' N124' & less N98' S596' E64.62' W395' & less H-3 City Lands 36-117-53 & E259' of W900' of N250' of S970' SW1/4 & Ramkota Addn plus Lot 4 & W93.3' of Lot 5 of Turbes Addn to the City of Watertown to Saina Watertown LLC d/b/a Santo Tequila at the same location, the Mayor called for public comment. Hearing no comments from the public, motion by Tupper, seconded by Peters, to approve the transfer as presented. Motion Carried.

This being the time scheduled for a public hearing on the application for a transfer of ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine license and Video Lottery license from WR Capital I LLC d/b/a Minerva's Restaurant & Bar, 1901 9th Avenue SW, E510.5' W 900' S720' less W251.5' N124' & less N98' S596' E64.62' W395' & less H-3 City Lands 36-117-53 & E259' of W900' of N250' of S970' SW1/4 & Ramkota Addn plus Lot 4 & W93.3' of Lot 5 of Turbes Addn to the City of Watertown to Saina Watertown LLC d/b/a Santo Tequila at the same location, the Mayor called for public comment. Hearing no comments from the public, motion by Buhler, seconded by Peters, to approve the transfer as presented. Motion Carried.

Ordinance No. 25-07, Amending the Zoning Map of the City of Watertown, SD, for a portion of property to be known as the Replat of Lots 2, 3, and 4 Mancell Second Addition and Lot 5A of Mancell Third Addition from R-1 Single Family Residential District to PUD Planned Unit Development District was placed on its second reading and the title was read. This being the time and place for a public hearing on Ordinance No. 25-07, the Mayor called for public comment. Hearing no comments from the public, motion by Tupper, seconded by Buhler, to approve Ordinance No. 25-07 as presented. Motion Carried.

Councilman Tupper reported the Consumer Shoot and Fourth of July Fireworks Display was a huge success and recognized the sponsors of the event.

Mayor Holien recognized Bruce Buhler, Randy Tupper and Mike Danforth for their service as Councilmen for the City of Watertown. Additionally, Mayor Holien presented Buhler and Tupper with the "Key to the City."

Councilman Buhler thanked those who have supported him during his time as a Councilman for the City of Watertown, reporting it has been an honor serving all these years.

Councilman Tupper also thanked his support team and gave words of advice to incoming City Council members. Mayor Holien commemorated Councilman Tupper for never missing a Council Meeting during his tenure.

Agenda Item 7.(a) Approval of the minutes of the Council meetings held o...

City Manager Stager reported that he is enthused with the City of Watertown staff and stated his next step is to meet with the City Council members.

Motion by Buhler, seconded by Jurrens, to adjourn until 5:30 PM on Monday, July 7th, 2025. Motion Carried.

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

Dated at Watertown, South Dakota, July 7th, 2025.

ATTEST:

Kristen Bobzien, Chief Financial Officer

Ried Holien, Mayor

Watertown
City Council Meeting Minutes
July 7, 2025

The City Council met in regular session at 5:30 PM in the City Hall Council Chambers, 20 N Maple. Mayor Ried Holien presiding.

State Senator Glenn Villhauer administered the Oath of Office to Mayor Ried Holien and newly-elected Council members Micheal Heuer, Brent Mohrmann and Doug Allen.

Present upon roll call: Alderperson Allen, Heuer, Mohrmann, Jurrens, Peters, Schutte and Mayor Holien.

Mayor Holien removed item 11(a) from the agenda: Approval to allow a Communications Officer to live 1 mile outside the 15-mile residency restriction.

Motion by Schutte, seconded by Peters, to approve the agenda as amended. Items approved as part of the consent agenda: the volunteer list for the Police Department Camp Chance to be held in July for Work Comp; authorization for the City Manager to accept a Hazardous Emergency Materials Preparedness (HMEP) grant for Hazmat training (Watertown Fire Rescue) in the amount of \$19,025; authorization for the City Manager to accept a Homeland Security SDTF-1 grant for equipment and training (Watertown Fire Rescue) in the amount of \$3,229.76; authorization for the City Manager to sign the updated MOU for Police Department School Resource Officers (SRO). Motion Carried.

Mayor Holien called for Open Forum. No comments.

Police Chief, Tim Toomey, introduced Katie Schmeling, Michael Fedt and Enrique Garcia as new Patrol Officers of the Watertown Police Department.

Kyle Peters was nominated as Deputy Mayor by Schutte. Hearing no further nominations, Kyle Peters was elected to Deputy Mayor. Motion Carried.

City Attorney, Lisa Carrico, led a review of the South Dakota Open Meeting Laws. No action taken.

Motion by Peters, seconded by Schutte, to approve a Bid Award for the Taxiway B & C Improvements Project, Project No. 2316 to J&J Earth Works, Inc. in the Amount of \$4,172,781.70, Pending FAA Grant Award and Authorization for City Manager to sign FAA Grant Application, FAA Grant Offer, and All Necessary Paperwork for the Construction Contract Documents. Motion Carried.

Motion by Allen, seconded by Heuer, to approve a Bid Award for the 2025 Airport Improvements-SRE Roof Repair, Project No. 2521, to The Roofers and Restoration, in the Amount of \$439,531.21. Motion Carried.

Ordinance No. 25-08, a Revised Ordinance of the City of Watertown to Amend Ordinance Title 12 was placed on its First Reading and the title was read. No action taken.

This being the time scheduled for a public hearing on the application for a new Retail (on-off sale) Malt Beverage & SD Farm Wine license to DBE Willow Creek LLC, d/b/a Dakota Butcher Restaurants, 1923 Willow Creek Drive Suite 1 & 2, Suite 1 & 2 of Lot 1 Marvin Ed 2nd Addition, the Mayor called for public comment. Hearing no comments from the public, motion by Peters, seconded by Schutte, to approve the application as presented. Motion carried with Heuer recused.

This being the time scheduled for a public hearing on the application for a new Retail (on-off sale) Malt Beverage & SD Farm Wine license to Maria A. Rodriguez, d/b/a La Fiesta Snack, 101 N. Broadway, Lot 8 less W74' and Lots 11-12 less W74' Railroad Addn and Hanken and Haggard OL Less W74', the Mayor called for public comment. Hearing no comments from the public, motion by Allen, seconded by Peters, to approve the application as presented. Motion carried with Heuer recused.

Motion by Peters, seconded by Mohrmann, to approve a Budget Supplement in the amount of \$93,457.17 for 2025 in order to renew a contract with Axon for a term of 10 years with a 5-year option for consideration and authorization for the City Manager to sign the contract. Motion Carried.

Motion by Schutte, seconded by Peters, to approve a Memorandum of Understanding between the City of Watertown and Elmira Township for agreement on road maintenance. Motion Carried.

Councilman Heuer suggested that a road mirror or other safety feature should be added to the alley behind the new City Hall to increase safety.

City Manager Stager noted that Incoming City Council members should have received an onboarding packet as well as their computers. Discussions will be forthcoming regarding onboarding conversations with City Staff.

Motion by Peters, seconded by Schutte, to adjourn until 5:30 PM on Monday, July 21st, 2025. Motion Carried.

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

Dated at Watertown, South Dakota, July 7th, 2025.

ATTEST:

Kristen Bobzien, Chief Financial Officer

Ried Holien, Mayor



City Council

Agenda Item

Subject: Approval of Gasfitter Licenses issued to Active Heating Inc dba Active Heating (\$75/each).

Meeting: City Council - Jul 21 2025

From: Kristen Bobzien, Chief Financial Officer

BACKGROUND INFORMATION:

Active Heating has provided payment and adequate proof of insurance and bonding. Gasfitter applicants have passed the gasfitter exam administered by Watertown Municipal Utilities.

List of applicants:

1. Braedyn Halvorson
2. Jordan Minor
3. Nick Sime
4. Cadin Blais
5. James Conroy
6. Tanner Troska
7. Cordell Caulfield
8. Sam Pauly
9. Joseph Harstad
10. Corey Samples
11. Mason Herzog
12. Austin Mischke
13. Sterling Mack
14. Jacob Cornelius
15. Jackson Pauley
16. Cooper Holmlund
17. Michael Sanchez
18. Stephan Walker
19. Kyle Nicola
20. Cooper Pendley
21. Ryan Ripperda
22. Sean Mewherter
23. Michael Severson
24. Wyatt Anderson
25. Aaron Martin
26. Dale Howell
27. Matt Lenzen

FINANCIAL CONSIDERATIONS:

Agenda Item 7.(c) Approval of Gasfitter Licenses issued to Active Heatin...
Applicant has paid \$75.00 to the City of Watertown for each Gasfitter License.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the Gasfitter Licenses issued to Active Heating Inc dba Active Heating (\$75/each).

ATTACHMENT(S):

[Active Heating Inc](#)



CITY OF

WATERTOWN

FINANCE DEPARTMENT

Gasfitting Contractor & Gasfitter License Application

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

Licensing Year: 20 25

Gasfitting Contractor License Information:

Business Name (as it will appear on license)	Active Heating, Inc.
Applicant/Owner Name (as it will appear on license)	Active Heating
Business Address	151 N. Maple
City, State, Zip	Watertown, SD 57201
Phone Number	605-882-2663
Email Address	jasonh@activeheatinginc.com
Insurance Company Name (copy of certificate req'd)	McKinney Olson Ins.
Insurance Expiration Date	01-01-2026
Bond Company Name (copy of bond req'd)	Merchant's Bonding Company
Bond Expiration Date	7-16-2026
License Fees (check made payable to City of Watertown)	Gasfitting Contractor: \$250 first year/\$75 renewal Gasfitter Fee: \$75 per gasfitter/per year Transfer Licensed Gasfitter Fee: \$25 per gasfitter

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

Gasfitter #1 - Full Name <u>Kyle Nicola</u>	Signature of Gasfitter #1: <u>[Signature]</u>
Gasfitter #2 - Full Name <u>Cooper Pendley</u>	Signature of Gasfitter #2: <u>[Signature]</u>
Gasfitter #3 - Full Name <u>Ryan Ripperda</u>	Signature of Gasfitter #3: <u>[Signature]</u>
<u>[Signature]</u> Signature of Business Owner	<u>7-11-25</u> Date

TO BE COMPLETED BY CITY OF WATERTOWN

Fee Paid: <u>\$675.00 # 43553</u>	City Council Approved On _____
Receipt Number: _____ Dated: _____	City Manager _____
License or Permit Number: _____	Finance Officer _____

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

Gasfitter #4 - Full Name <i>Sean Mewherter</i>	Signature of Gasfitter #4: <i>[Signature]</i>
Gasfitter #5 - Full Name <i>Michael Severson</i>	Signature of Gasfitter #5: <i>Michael Severson</i>
Gasfitter #6 - Full Name <i>Wyatt Anderson</i>	Signature of Gasfitter #6: <i>[Signature]</i>
Gasfitter #7 - Full Name <i>Aaron Martin</i>	Signature of Gasfitter #7: <i>[Signature]</i>
Gasfitter #8 - Full Name <i>Dale Howell</i>	Signature of Gasfitter #8: <i>[Signature]</i>
Gasfitter #9 - Full Name <i>Matt Lenzen</i>	Signature of Gasfitter #9: <i>[Signature]</i>
Gasfitter #10 - Full Name	Signature of Gasfitter #10:
Gasfitter #11 - Full Name	Signature of Gasfitter #11:
Gasfitter #12 - Full Name	Signature of Gasfitter #12:
Gasfitter #13 - Full Name	Signature of Gasfitter #13:
Gasfitter #14 - Full Name	Signature of Gasfitter #14:
Gasfitter #15 - Full Name	Signature of Gasfitter #15:
Gasfitter #16 - Full Name	Signature of Gasfitter #16:
Gasfitter #17 - Full Name	Signature of Gasfitter #17:
Gasfitter #18 - Full Name	Signature of Gasfitter #18:
Gasfitter #19 - Full Name	Signature of Gasfitter #19:
Gasfitter #20 - Full Name	Signature of Gasfitter #20:
Gasfitter #21 - Full Name	Signature of Gasfitter #21:
Gasfitter #22 - Full Name	Signature of Gasfitter #22:
Gasfitter #23 - Full Name	Signature of Gasfitter #23:
Gasfitter #24 - Full Name	Signature of Gasfitter #24:
Gasfitter #25 - Full Name	Signature of Gasfitter #25:
Gasfitter #26 - Full Name	Signature of Gasfitter #26:
Gasfitter #27 - Full Name	Signature of Gasfitter #27:



Gasfitting Contractor & Gasfitter License Application

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

Licensing Year: 2025

Gasfitting Contractor License Information:

Business Name (as it will appear on license)	Active Heating INC.
Applicant/Owner Name (as it will appear on license)	Active Heating
Business Address	151 N. MAPLE
City, State, Zip	Watertown, SD 57201
Phone Number	605-882-2663
Email Address	jasonh@activeheatinginc.com
Insurance Company Name (copy of certificate req'd)	McKinley Olson INS.
Insurance Expiration Date	01-01-2026
Bond Company Name (copy of bond req'd)	Merchant's Bonding Company
Bond Expiration Date	7-16-2026
License Fees (check made payable to City of Watertown)	Gasfitting Contractor: \$250 first year/\$75 renewal Gasfitter Fee: \$75 per gasfitter/per year Transfer Licensed Gasfitter Fee: \$25 per gasfitter

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

Gasfitter #1 - Full Name <u>Braedyn Halvorson</u>	Signature of Gasfitter #1: <u>Braedyn</u>
Gasfitter #2 - Full Name <u>Jordan Minor</u>	Signature of Gasfitter #2: <u>[Signature]</u>
Gasfitter #3 - Full Name <u>[Signature]</u>	Signature of Gasfitter #3: <u>[Signature]</u>

[Signature] 7-11-25
Signature of Business Owner Date

TO BE COMPLETED BY CITY OF WATERTOWN	
Fee Paid: <u>\$1350.00 CK#43544</u>	City Council Approved On _____
Receipt Number: _____ Dated: _____	_____
License or Permit Number: _____	City Manager _____
	Finance Officer _____

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

Gasfitter #4 - Full Name <i>Nick Sime</i>	Signature of Gasfitter #4: <i>Nick Sime</i>
Gasfitter #5 - Full Name <i>Cadin Blais</i>	Signature of Gasfitter #5: <i>Cadin Blais</i>
Gasfitter #6 - Full Name <i>James Conroy</i>	Signature of Gasfitter #6: <i>James Conroy</i>
Gasfitter #7 - Full Name <i>Tanner Troska</i>	Signature of Gasfitter #7: <i>Tanner Troska</i>
Gasfitter #8 - Full Name <i>Cordell Caulfield</i>	Signature of Gasfitter #8: <i>Cordell Caulfield</i>
Gasfitter #9 - Full Name <i>Sam Pauly</i>	Signature of Gasfitter #9: <i>Sam Pauly</i>
Gasfitter #10 - Full Name <i>Joseph Harstad</i>	Signature of Gasfitter #10: <i>Joe Harstad</i>
Gasfitter #11 - Full Name <i>Corey Samples</i>	Signature of Gasfitter #11: <i>Corey Samples</i>
Gasfitter #12 - Full Name <i>Mason Herzog</i>	Signature of Gasfitter #12: <i>Mason Herzog</i>
Gasfitter #13 - Full Name <i>Austin Mischke</i>	Signature of Gasfitter #13: <i>Austin Mischke</i>
Gasfitter #14 - Full Name <i>Sterling Mack</i>	Signature of Gasfitter #14: <i>Sterling Mack</i>
Gasfitter #15 - Full Name <i>Jacob Cornelius</i>	Signature of Gasfitter #15: <i>Jacob Cornelius</i>
Gasfitter #16 - Full Name <i>Jackson Panley</i>	Signature of Gasfitter #16: <i>Jackson Panley</i>
Gasfitter #17 - Full Name <i>Cooper Holmlund</i>	Signature of Gasfitter #17: <i>Cooper Holmlund</i>
Gasfitter #18 - Full Name <i>Michael Sanchez</i>	Signature of Gasfitter #18: <i>Michael Sanchez</i>
Gasfitter #19 - Full Name <i>Stephen Walker</i>	Signature of Gasfitter #19: <i>Stephen Walker</i>
Gasfitter #20 - Full Name	Signature of Gasfitter #20:
Gasfitter #21 - Full Name	Signature of Gasfitter #21:
Gasfitter #22 - Full Name	Signature of Gasfitter #22:
Gasfitter #23 - Full Name	Signature of Gasfitter #23:
Gasfitter #24 - Full Name	Signature of Gasfitter #24:
Gasfitter #25 - Full Name	Signature of Gasfitter #25:
Gasfitter #26 - Full Name	Signature of Gasfitter #26:
Gasfitter #27 - Full Name	Signature of Gasfitter #27:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2024

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

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

PRODUCER North Risk Partners - McKinneyOlson Insurance 7001 S Lyncrest Pl Suite 102 Sioux Falls SD 57108		CONTACT NAME: Lori Hilmoe, CIC, CISR PHONE (A/C, No, Ext): (605) 335-7777 E-MAIL ADDRESS: lori.hilmoe@northriskpartners.com FAX (A/C, No):	
INSURED Active Heating Inc APSD LLC dba Active Heating 115 N Maple Watertown SD 57201		INSURER(S) AFFORDING COVERAGE INSURER A: Acuity INSURER B: First Dakota Indemnity Company INSURER C: Certain Underwriters at Lloyd's INSURER D: INSURER E: INSURER F:	NAIC # 14184 10351

COVERAGES

CERTIFICATE NUMBER: Master

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZC8432	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZC8432	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZC8432	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC020-0079086-2025A	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Contractor's Errors & Omissions Liab Pollution Liability			CPL00092002	05/01/2025	01/01/2027	Acuity-1/1/25 to 1/1/26 Limit \$1,000,000 \$2,000,000

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

Proof of Insurance.

CERTIFICATE HOLDER

CANCELLATION

City of Watertown Finance Office PO Box 910 Watertown SD 57201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

MERCHANTS
BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

LICENSE AND PERMIT BOND

Bond No. 101572304

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Active Heating, Inc.,
of Watertown, State of South Dakota, as Principal,
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of
Minnesota, as Surety, are held and firmly bound unto
City of Watertown, SD, Oblige, in the penal
sum of Ten Thousand Dollars (\$10,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed
Gas Fitter Contractor - Compliance Only

by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation
to be void, otherwise to remain in full force and effect for a period commencing on the 16th day of
July, 2025, and ending on the 16th day of July,
2026, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Oblige and to the
Principal, in care of the Oblige or at such other address as the Surety deems reasonable, and at the expiration of
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Oblige
named herein.

Dated this 16th day of July, 2025

Active Heating, Inc.

Principal

Countersigned (if required):

By: NIA

Merchants Bonding Company (Mutual)

By: Nicole M. Coty

Nicole M. Coty Attorney-in-Fact



LP 0206 (2/15)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Nicole M Coty

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

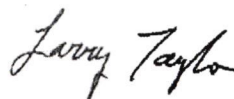
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of July, 2025

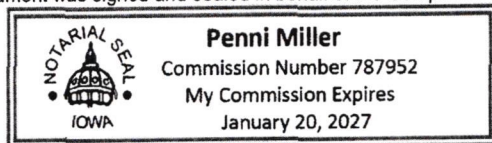



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of July, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of July, 2025




Secretary

POA 0018 (5/25)



City Council

Agenda Item

Subject: Authorization for City Hall to declare miscellaneous property as surplus and sell at auction or dispose of as junk.

Meeting: City Council - Jul 21 2025

From: Kristen Bobzien, Chief Financial Officer

BACKGROUND INFORMATION:

This list contains surplus property left at the Old City Hall. These items will be sold at auction or disposed of as junk if left unsold.

FINANCIAL CONSIDERATIONS:

There are no major financial considerations for this item.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the authorization for City Hall to declare miscellaneous property as surplus and sell at auction or dispose of as junk.

ATTACHMENT(S):

[2035 List for City Council](#)

Description	QTY
2 -2 drawer lateral files with hard top to match Height Adjustable Desk	1
2 Drawer Lateral Metal File Cabinet	3
2 Drawer Lateral Wood/Laminate File Cabinet	2
2 Drawer Vertical File Wood Grain	1
2 Guest Chair with attached table	1
2 Shelf Book Shelf Laminate	2
2 Shelf Laminet Cupboard	2
2 tier black vault (very heavy)	1
3 Drawer Lateral File Laminate	1
3 Drawer Metal Lateral File	2
3 Drawer Vertical Metal File Cabinet	1
3 Guest Chair with attached table	1
3 Shelf Metal Book Shelf	1
4 Drawer Metal Lateral File Cabinet	8
4 Drawer Metal Vertical File Cabinet	16
4 Shelf Metal Book Shelf	1
4 Shelf Wood Stand	1
5 Drawer Lateral Metal Filing Cabinet	3
5 Drawer Metal Drawers (Small picture size)	2
5 Drawer Vertical Metal Filing Cabinet	2
5 shelf book shelf with cupboard Wood/Laminet	1
5 Shelf book shelf Wood/ Laminet	7
6 Person Laminate Conference Table	1
6 Shelf Book Shelf Metal	1
6 Shelf Wood Book Shelf	1
Bar Height Chair	2
Break Room Table	1
Break Room Table Chairs	3
Bulletin Board	1
Chandilier	1
City Council Dias	1
City Department Mail Card Holder	1
City Staff Dias	1
Cradenza to match Desk Wood / Laminate	2
Cradenza to match Height Adjustable Desk	1
Cradenza, Cupboard and shelves to match desk gray brown	1
Cubicle Wall Sections	18
Desk Chair	37
Dresser 3 Drawers	1
Fax Machine	1
Framed pictures	8
Guest Chair	32
Guest Chair No Arms	52

Description	QTY
Hanging Metal Mail Box / File	2
Hanging Plastic Mail Box / File	6
Hanging Plastic Mail Box / File	1
Hanging Plastic Mail Box / File (3 Slot)	1
Height Adjustable L Shape Laminate Desk	1
Ink Eraser For Plans	1
L Shape Laminate Desk With Service Area	1
L Shaped Desk Metal/Laminate	6
L Shaped Desk Wood/Laminate	10
Laptop Cart	1
Large Wall Hung White Board	1
Large Wood 4 Shelf Storage Chest	1
Large Wood and Laminate Table with Under Shelf	1
Large Wood with Glass Door Cabinet	1
Leather and Wood Chair	2
Leather and Wood Couch	1
Long Narrow 2 Shelf Book Shelf	2
Medium Display Cabinet	1
Metal Folding Chairs	43
Misc Décor	2
Mobile Lift Station For Desk	3
Multiple Shelf Book Shelf Laminate and Wood	1
Podium	1
Projector Screen	2
Rack for Metal Folding Chairs	1
Rectangle Cupboard to match desk Wood / Laminate Two door	1
Rectangle Desk Laminate and Metal	1
Rectangle Desk with Upper Cabinet	1
Rectangular Wood / Laminate Desk	6
Sanitizer Station	2
School Chair with table	2
Short Wood Side Table	2
Small Laminate Table with 1 shelf	1
Small Metal/ Laminate Table Gray	1
Small Microwave Shelf Laminate	1
Small Round Conference Table	3
Small Shredder	2
Small Side Table	1
Small Table with 1 Shelf	2
Small Wood Printer Shelf	1
Small Wood Table With wheels	1
Tall Cubicle Wall Sections	6
Tall Wood Chair	1

Description	QTY
Tall Wood Table	1
TV Tray Stand	1
U Shaped Laminate Desk	4
Under Desk Chair Mat	2
Under Desk Treadmill	1
Vaccum Cleaner	3
Vertical Supply Cabinet	1
Wall Mounted Mail Box Metal	1
Wood 2 Door Cabinet	1
Wood and Lamininate Large Cabinet (2 Drawer with Cupboard)	1
Wood Cabinet with plan size drawers	1
Wood Coat Rack	1
Wood Hanging Wall Shelf	1
Wood plan holder	1
Wood Wall Hung Mail Box System	1
Copier Finisher	1
HP Printer Drawer	1
Cat 5e Cable	1
RG6 Cable	1
Misc Ethernet Cables	1
Post Rack	2
Small Upstairs Rack	1
Council Chamber Vaddio Video Production System & Cameras	1
Council Chamber Speakers	10
Ceiling Microphones	2
Total	397



City Council

Agenda Item

Subject: Authorization for the City Manager to sign an agreement with JT Real Estate and Auction for the City Hall Surplus auction on August 23rd, 2025.

Meeting: City Council - Jul 21 2025

From: Kristen Bobzien, Chief Financial Officer

BACKGROUND INFORMATION:

This auction will be held to sell surplus office supplies left at the Old City Hall, including desks, cabinets, office chairs as well as other miscellaneous office furniture and supplies.

FINANCIAL CONSIDERATIONS:

Auctioneer shall receive 15% of gross sales receipts resulting from the auction.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to authorize the City Manager to sign an agreement with JT Real Estate and Auction for the City Hall Surplus auction on August 23rd, 2025.

ATTACHMENT(S):

[City Auction Contract](#)

PERSONAL PROPERTY AUCTION AGREEMENT

This agreement made this 16th day of July, 2025 by and between

City of Watertown of _____
(seller) (street)

Watertown 57201
(city) (zip) Joe Tesch / (phone)

hereafter called Seller, and JT Real Estate & Auction hereafter called Auctioneer.

The auction is to be held at Former City Hall on Aug 23, 2025. In case of postponement auction will take place on a later date agreeable to both parties.

Auctioneer hereby agrees to use his professional skill, knowledge and experience to the best advantage of both parties in preparing for and conducting the sale. Seller agrees to not interfere with, prevent or prohibit Auctioneer in any manner prior to or during auction from carrying out his duties and obligations of this agreement.

15 Auctioneer shall receive as compensation for promoting, advertising and conducting said auction sale % of gross sales receipts resulting from auction, which fee may be deducted from the gross sales receipts.

Auctioneer agrees to turn over net proceeds from auction to Seller within 10 days from date of auction, along with sale records and receipts.

Seller agrees to turn over and deliver to Auctioneer to be sold at public auction the items Listed below and on the attached sheets.

It is agreed that all goods will be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between Seller and Auctioneer. If an item is sold or withdrawn prior to auction, Auctioneer shall receive full commission on the item. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction.

Seller agrees to pay all expenses of preparation, advertising and conducting the auction and herewith deposits \$ 0 to be used to defray said expenses, receipt thereof being acknowledged. Auctioneer shall expend this money as necessary for purposes relative only to this auction. Seller agrees that all expenses above the deposit amount shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any Liens or encumbrances. City will handle all advertising.

Seller warrants and represents that he has good title and the right to sell and will deliver merchantable title to the herein described property to purchasers, that said goods are free of all claims, encumbrances or indebtedness and that said property can be auctioned without violation of any federal, state or other regulations. Seller agrees to hold harmless Auctioneer against any claims of the nature referred to in this contract.

JT Real Estate & Auction
BY Joseph L. Tesch

BY _____



City Council

Agenda Item

Subject: Authorization for the Police Department to apply and accept a TC Energy Grant in the amount of \$4,990 for SWAT Team to purchase 17 new Kore essential belts with buckles and two Ferno rescue ladders.

Meeting: City Council - Jul 21 2025

From: Alan Stager, City Manager

BACKGROUND INFORMATION:

This grant opportunity is offered through TC Energy's Build Strong Program, which supports first responders and community-based initiatives in areas where their infrastructure is located, including gas line running through our region.

FINANCIAL CONSIDERATIONS:

The City of Watertown incurs no cost as a result of this grant.

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the authorization for the Police Department to apply and accept a TC Energy Grant in the amount of \$4,990 for SWAT Team to purchase 17 new Kore essential belts with buckles and two Ferno rescue ladders.

ATTACHMENT(S):

[TC Energy Grant](#)

*** FREE SHIPPING ON DOMESTIC ORDERS over \$100 ***

GUN BELTS BELTS [NON-GUN] GEAR NEW PRODUCTS

KORE

HOME / B2 RANGER GREEN BATTLE BELT (COMPLETE KIT)

SHARE

RANGER GREEN MOLLE BATTLE BELT: COMPLETE KIT

B2 BUCKLE

16 reviews

\$139.95

Size - 24" - 48"

24" - 48"

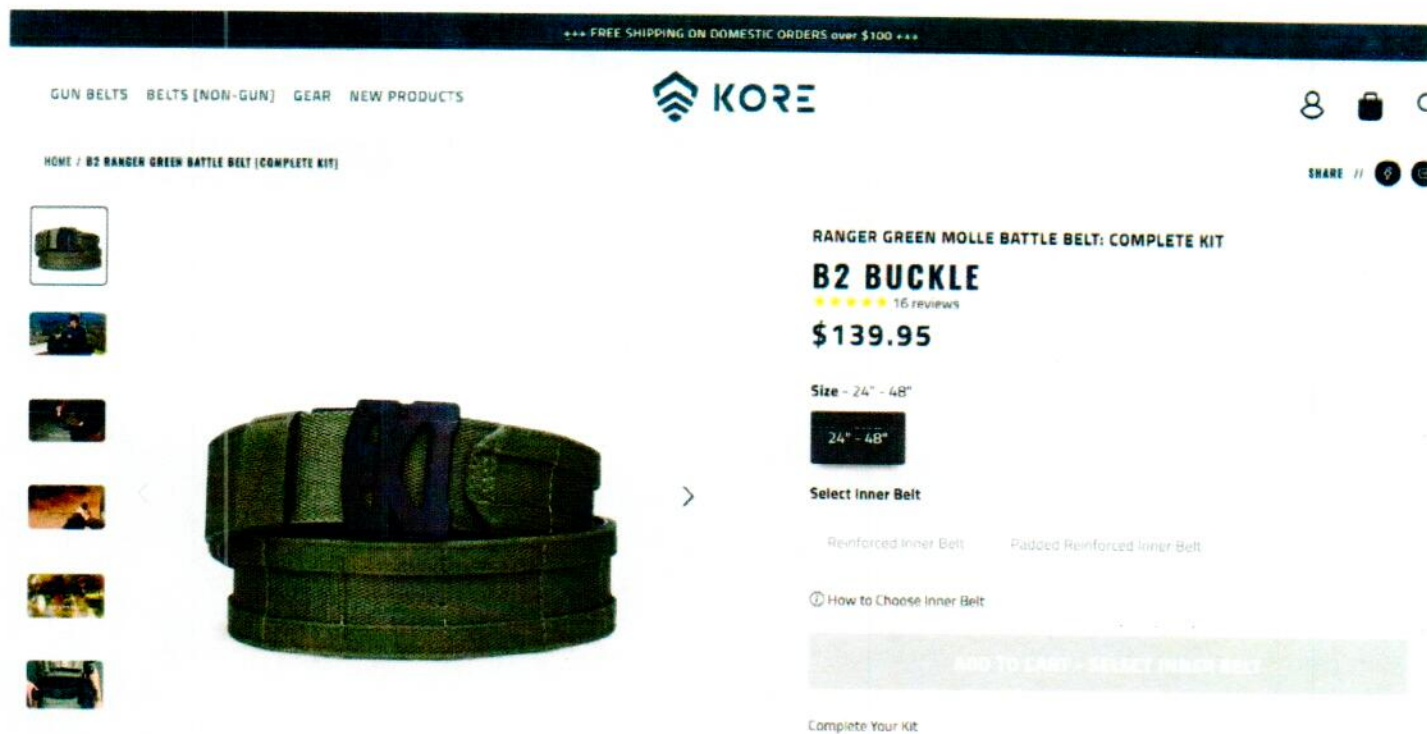
Select Inner Belt

Reinforced Inner Belt Padded Reinforced Inner Belt

How to Choose Inner Belt

ADD TO CART - SELECT INNER BELT

Complete Your Kit

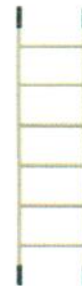


Each team member has a belt.

All of them (minus any personally owned ones) are 12+ years old, with Velcro and buckles breaking.

Sgt. Hegg got a quote from Brotherhood Arms for \$100 each, $100 \times 15 = \$1500$

Basic Assault Ladder 6' x 19"



Part #FA574A1400-19

Our Basic Assault Ladder weighs as little as 7.5 to 9.5 lbs depending on length and rung width, with a load capacity not to exceed 300 lbs. Each ladder can be carried by hand, by any war fighter in full kit. Hand made from aircraft grade aluminum, finished with FMS non-skid, low noise signature coating in desert sand color. Specify ladder length and rung width when ordering.

ADD TO QUOTE



Currently, we have a 2 foot step stool and a large collapsible ladder.

The collapsible ladder is flimsy and hard to get at just the right height, and no one knows what the weight rating is on it.

This would allow anyone to grab and carry the ladder one handed and easily deploy it.

This is the 19" wide version, making it a wider and more stable platform should anyone have to shoot off of it.

\$1,190 x 2 + 230 shipping = \$2,610



City Council

Agenda Item

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

Meeting: City Council - Jul 21 2025

From: Alan Stager, City Manager

BACKGROUND INFORMATION:

City Council previously approved a Ground Lease Agreement with Pioneer Agviation 2, LLC during the May 19th, 2025 City Council meeting. Tenant's lender requested certain language given a loan is being utilized for the construction. Items revised:

- Added Force Majeure Clause
 - Ability to Request of Extension of Building Permit which will not be unreasonably withheld
 - Adding a cure period of 60 days for any "for cause" lease termination
 - Revision of standard terms to coincide with previous leases the City has with similarly situated tenants (e.g. snow removal, written construction specifications provided to Airport Manager)
-

FINANCIAL CONSIDERATIONS:

N/A

OVERSIGHT / PROJECT RESPONSIBILITY:

Ian Meriwether-Chalfant, Airport Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:

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

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

ATTACHMENT(S):

[2025 AIRPORT GROUND LEASE AGREEMENT - Pioneer Agviation 2 Exhibit A](#)

AIRPORT GROUND LEASE AGREEMENT

This Lease Agreement with an effective date of June 1, 2025 by and between the CITY OF WATERTOWN, a South Dakota municipal corporation, dba Watertown Regional Airport hereinafter collectively “LESSOR,” and PIONEER AGVIATION 2, LLC, a Nebraska limited liability company, “LESSEE.”

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

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

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

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

1. **Leased Premises.**

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

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

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

2. **Term.**

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

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

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

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

LESSEE specifically acknowledges that LESSOR is entering into this Lease Agreement based upon LESSEE's commitment to build a permanent building in the year 2025 abutting LESSOR's new agricultural operations taxiway. LESSEE shall complete the permanent building structure by August, 31 2026. If LESSOR becomes aware the LESSEE no longer intends to construct or fails to complete construction by August 31, 2026, this Lease Agreement is subject to immediate termination by LESSOR. LESSEE may request an extension of its building permit in accordance

with City rules and regulations regarding same which shall not be unreasonably withheld by LESSOR. LESSEE shall abide by all local building regulations applicable to its project. The LESSEE shall be considered in default if LESSEE fails to complete construction within the designated timeframe under its building permit and shall immediately upon notification by LESSOR, quit and surrender the Leased Premises without any right or recourse. Upon termination of this Agreement for any reason, LESSEE shall remove all personal property and all permanent structures and fixtures shall become the property of the LESSOR.

- A. Written specifications for such construction must be submitted to the Airport Manager and receive written approval prior to construction. All exterior colors utilized on any structure located on the Leased Premises shall be subject to the written approval of the Airport Manager.

This Lease Agreement cannot be terminated by LESSOR except for as specifically set forth in the terms of this Agreement.

5. **Rent.**

LESSEE shall pay as rent for the Leased Premises to Lessor the sum of Twenty Cents (\$.20) per square foot for a total rent payment of ELEVEN THOUSAND EIGHTY-SIX DOLLARS and FIFTY CENTS (\$11,086.50) per year. In addition, LESSEE shall pay for all utilities provided to the Leased Premises in a timely manner. The Rent will increase at a rate of 2% annually on June 1 of each year during the initial Lease term.

Rent will be delinquent if not paid prior to the 11th day of July, 2025 and by July 1st annually thereafter. Late or unpaid rents will bear a fee of 10% per month from the 1st day of each month. Payment of rent will be in legal tender and submitted to the City of Watertown Finance Office, 23 2nd St NE, Watertown, SD 57201.

6. **Maintenance of Leased Premises.**

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

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

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

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

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

8. **Remedies.**

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

9. **Non-Discrimination**

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

10. **Assignment and Subletting**

This Lease Agreement shall be binding upon the heirs, legal representation and successors in the interest of any of the parties hereto and shall be assignable by the LESSEE only upon first obtaining the written consent of LESSOR and the Leased Premises shall not be sublet except upon

receiving prior written consent of LESSOR. The required consent of the LESSOR shall not be unreasonably withheld. Assignment to a corporation of this Lease Agreement, of which the named LESSEE has the majority of the stock or has effective control of the corporation, shall not be deemed to be an assignment within the meaning of this Lease Agreement, it being the intention of the parties that the LESSEE shall retain, through individual or through a corporate organization, the active management of the Leased Premises. LESSEE, without prior consent of LESSOR, may assign this lease to any department, bureau, corporation, administration, authority, or other instrumentality of the government of the United States or of the state of South Dakota or any South Dakota State or National Bank for the purpose of securing a loan.

11. **Miscellaneous**

- A. This Lease Agreement is non-exclusive, and LESSOR reserves the right to make any other or similar agreements with any person or persons, firms, or corporations, relative to other premises at the Watertown Regional Airport.
- B. The LESSEE shall not allow any mechanic's or materialmen's liens against the airport property of LESSOR.
- C. Either party may terminate this Lease Agreement for cause by giving the other party sixty (60) days' written notice. Both Parties shall have the right to cure any defect stated by the other Party as the basis to terminate the Lease for sixty (60) days from receipt of the written notice. As used herein, "cause" shall be deemed to include the breach, failure, or refusal to comply with any material term, covenant, or provision of this Lease Agreement.
- D. LESSOR has the right to enter and inspect the Leased Premises when deemed necessary. If the Leased Premises falls into a state of disrepair or becomes unsightly, then upon thirty (30) days' written notice, LESSOR has the right to make repairs and the cost shall be paid by LESSEE. The rights hereunder are to be cumulative and in addition to other remedies; and further, LESSOR shall have no obligation to make any repairs, except at its own option.
- E. LESSEE agrees that this Lease Agreement is subordinate to any agreements with the United States Government necessary during time or national defense emergency.
- F. Except as expressly provided herein, LESSEE will abide by all City, State and Federal laws governing the use of said airport, including policies and regulations adopted and as amended from hereafter by LESSOR or the Airport Board regarding LESSEE's operations on airport premises.
- G. Upon termination of this Lease Agreement, for whatever cause, LESSEE shall, within 90 days of such termination, have the right to enter upon Leased Premises for the limited and exclusive purpose of removing any personal property of LESSEE and to restore LESSOR'S property to the condition existing at the time this Lease Agreement was executed.

- H. This Agreement is to be construed and governed under the laws of the State of South Dakota and any disputes shall be resolved in the state court located in Codington County, South Dakota, or the U.S. District Court for the State of South Dakota.
- I. All notices under this agreement shall be in writing and shall be served by personal service or by certified mail, return receipt requested. Any party may notify the other parties of a different address to which notices shall be sent.

As to LESSOR:

City of Watertown
Attn: Airport Manager
20 N. Maple Street
Watertown, SD 57201

At to LESSEE:

Pioneer Agviation 2 LLC
Attn: Dan Seuer
1425 Brewster Road
Holdrege, NE 68949

12. **Public Improvement Infrastructure Payment Clause.** In addition to the Rent and other fees referred to in this Agreement, the LESSEE agrees to pay the cost of its portion of the public improvement infrastructure of sanitary sewer and water, totaling \$107,786.44, over a period of five (5) years. The payments shall be made in equal installments on an annual basis with the first payment of \$21,557.29 due upon execution of this agreement and subsequent annual payments of \$21,557.28 on or before June 1 of each year thereafter until paid in full.

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

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

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

13. **Continuing Obligation Running With the Land.** LESSEE acknowledges and agrees that all terms and conditions contained herein shall remain a continuing obligation until satisfaction or completion. In the event the LESSOR is required to undertake any action to enforce the terms of this agreement or its building regulations in connection with this agreement, the LESSEE, its heirs, assigns or successors in interest agree the LESSOR may recover its reasonable expenses, including attorney's fees incurred with respect to such action. The LESSEE understands and agrees that the public improvement infrastructure payment is a covenant running with the above-

described leased premises. Furthermore, it is agreed that, as to the above-described property any grantee, heir, assign, or successor in interest to the undersigned expressly agrees to be bound by the terms of this agreement which shall, upon its execution, a notice of this lease and specifically the public improvement infrastructure may be recorded by LESSOR with the Codington County Register of Deeds.


14. **Force Majeure.** Neither Party will be liable for any failure to perform its obligations hereunder, other than payment obligations, due to unforeseen circumstances or causes beyond the Party's reasonable control, including, without limitation, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, electronic viruses, fire, flood, earthquake, accident, strikes, radiation, inability to secure transportation, failure of communications or electrical lines, facilities, fuel, energy, labor or materials."

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

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

LESSEE
PIONEER AGVIATION 2 LLC

LESSOR
CITY OF WATERTOWN

By: _____
Ryan D. Wells
Member

Alan Stager
City Manager

ATTEST:

Kristen Bobzien
Finance Officer

(SEAL)





City Council

Agenda Item

Subject: Approval of Change Order No. 1 (Final) for the 2024 Miscellaneous Concrete Project, Project No. 2410, with Gray Construction Co., for an Increase of \$2,241.63 for a New Contract Price of \$146,741.63

Meeting: City Council - Jul 21 2025

From: Alan Stager, City Manager

BACKGROUND INFORMATION:

This Final Change Order for the 2024 Miscellaneous Concrete Project adding additional funds to reflect the as-constructed conditions, which includes additional concrete and asphalt due to in the field conditions.

FINANCIAL CONSIDERATIONS:

The lump sum and unit price bids total awarded amount was \$170,000.00, \$25,500.00 to Duininck, Inc. and \$144,500.00 to Gray Construction Co.. The change order brings Gray constructions total to \$146, 741.63.

The funding for this project was budgeted in the Capital Improvement Fund, Account 212-43180-43964 in the amount of \$200,000.00. This budget amount included \$25,000 for the sidewalk reimbursement program.

OVERSIGHT / PROJECT RESPONSIBILITY:

Justin Petersen, City Engineer
Marci Lewno, Engineer I

STAFF RECOMMENDATION / SUGGESTED MOTION:

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

I move to Approve Change Order No. 1 (Final) for the 2024 Miscellaneous Concrete Project, Project No. 2410, with Gray Construction Co., for a increase of \$2,241.63 for a new contract price of \$146,741.63.

ATTACHMENT(S):

[2410 Change Order No.1 Final Gray Construction](#)

CHANGE ORDER NO.: 1(Final)

Owner: City of Watertown

Engineer:

Contractor: Gray Construction Co.

Project: 2024 Miscellaneous Concrete, Locations #2, #4, #6, #7

Date Issued: 07/16/2025

Effective Date of Change Order: 07/21/2025

Owner's Project No.: 2410

Engineer's Project No.:

Contractor's Project No.:

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

Description: **Additional concrete work was required due to the grade in the field.**

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

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 144,500.00	Substantial Completion: December 31, 2024
	Ready for final payment: January 31, 2025
[Increase] [Decrease] from previously approved Change Orders No. 1 to No.	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:
\$ N/A	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 144,500.00	Substantial Completion: December 31, 2024
	Ready for final payment: January 31, 2025
Increase this Change Order:	[Increase] this Change Order:
\$ 2,241.63	Substantial Completion: December 31, 2024
	Ready for final payment: May 31, 2025
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 146,741.63	Substantial Completion: December 31, 2024
	Ready for final payment: May 31, 2025


Recommended by Engineer (if required)

Accepted by Contractor

By:

Title:

Date:



President

7-16-25

Authorized by Owner

Approved by Funding Agency (if applicable)

By:

Title:

Date:



City Council

Agenda Item

Subject: Approval of a Bid Award for the 2025 Solid Waste Improvements-Public Disposal Area, Project No. 2519, to Basin Construction, in the Amount of \$169,528.00

Meeting: City Council - Jul 21 2025

From: Alan Stager, City Manager

BACKGROUND INFORMATION:

On July 11, 2025, three (3) bids were received for the 2025 Solid Waste Improvements-Public Disposal Area, Project No. 2519. Basin Construction of Hayti, SD had the low bid of \$169,528.00, which was lower than the Engineer's Estimate of \$290,920.00.

This project consists of installing 16' high chain-link fence, metal walkways with ramps, and bollards along the ramps. This project will be a new public disposal area that is on existing asphalt and the customers will unload materials into roll-off containers.

FINANCIAL CONSIDERATIONS:

The funding for this project has been budgeted in the Solid Waste Improvement Fund, account 605-43240-43900, in the amount of \$410,500.00. With approval of the bid at \$169,528.00 the project is under the budgeted amount and will allow enough budget to purchase the roll-off dumpsters for the Public Disposal Area.

OVERSIGHT / PROJECT RESPONSIBILITY:

Justin Petersen, City Engineer
Scott Davis, Solid Waste Superintendent
Kraig Engen, Project Manager

STAFF RECOMMENDATION / SUGGESTED MOTION:

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

I move to approve of a Bid Award for the 2025 Solid Waste Improvements-Public Disposal Area, Project No. 2519, to Basin Construction, in the Amount of \$169,528.00.

ATTACHMENT(S):

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

Estimate of Quantities 2025 Solid Waste Improvement-Public Disposal Area Project No. 2519 City of Watertown, South Dakota				City of Watertown 6/3/2025 Ph: 605-882-6202 Engineer Estimate		Basin Construction 1212 Basin Rd. Hayti, SD 57241 Ph: 605-881-0087		American Fence Company 47061 Charlotte Court Sioux Falls, SD 57108 Ph: 605-368-9929		M & M Contractors LLC 1015 New York Ave. Breckenridge, MN 56520 Ph: 218-643-1688	
BID SCHEDULE											
ITEM	STD. BID	ITEM	ESTIMATED	ITEM	ITEM	ITEM	ITEM	ITEM	ITEM	ITEM	ITEM
NO.	ITEM NO.	DESCRIPTION	QUANTITY	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	1.000	Mobilization	1	L.S.	\$ 16,000.00	\$ 16,000.00	\$ 4,700.00	\$ 4,700.00	\$ 500.00	\$ 500.00	\$ 45,000.00
2	13.200	Furnish & Install 16' Chain-link Mesh & Posts	572	L.F.	\$ 110.00	\$ 62,920.00	\$ 113.00	\$ 64,636.00	\$ 71.00	\$ 40,612.00	\$ 242.00
3	13.300	Furnish & Install Bollard	64	Each	\$ 250.00	\$ 16,000.00	\$ 353.00	\$ 22,592.00	\$ 304.00	\$ 19,456.00	\$ 1,908.00
4	13.400	Furnish & Install Metal Walkways with Ramps	8	Each	\$ 24,500.00	\$ 196,000.00	\$ 9,700.00	\$ 77,600.00	\$ 23,830.00	\$ 190,640.00	\$ 37,800.00
ENGINEER ESTIMATE					\$ 290,920.00	Total:	\$ 169,528.00	Total:	\$ 251,208.00	Total:	\$ 607,936.00





City Council

Agenda Item

Subject: Second Reading of Ordinance No. 25-08, a Revised Ordinance of the City of Watertown to Amend Ordinance Title 12

Meeting: City Council - Jul 21 2025

From: Alan Stager, City Manager

BACKGROUND INFORMATION:

The addition of Chapter 12.30 - Mobile Vendors, stems from many requests from the public regarding City required permits and licenses to sell food and/or goods in a public space. The current process is to issue a Materials on Street permit, which is intended for construction activities that affect the the City right-of-way. Staff believe the proposed changes will assist in providing guidance to vendors for what is required, allowed, and prohibited.

The changes to Section 12.02- Vocational Licenses is to allow for the transient merchant license to apply to food vendors and update older language, as well as to allow all vendors in the right-of-way with the issuance of a permit.

FINANCIAL CONSIDERATIONS:

N/A

OVERSIGHT / PROJECT RESPONSIBILITY:

Justin Petersen, City Engineer

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of Ordinance No. 25-08 through the following motion:

I move to approve Ordinance No. 25-08, a Revised Ordinance of the City of Watertown to Amend Ordinance Title 12 Chapters 12.02 and 12.30.

ATTACHMENT(S):

[Ord 25-08](#)

[Chapter 12.02 - Vocational Licenses](#)

[Chapter 12.30 - Mobile Vendor](#)

[Mobile Vendor Map - 2025](#)

ORDINANCE NO. 25-08

AN ORDINANCE AMENDING CHAPTER 12.02 VOCATIONAL LICENSES AND 12.30 MOBILE VENDORS OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN

BE IT ORDAINED by the City of Watertown, South Dakota, that Chapter 12.02 Vocational Licenses and 12.30 Mobile Vendors of the revised ordinances of the City of Watertown be amended as follows

Chapter 12.02 VOCATIONAL LICENSES

Section

- [12.0201 Annual Rates](#)
- [12.0202 Peddler's License Daily Rate](#)
- [12.0203 Transient Merchants](#)
- [12.0204 Use of Streets~~Not Occupy Street~~](#)
- [12.0205 Restrictions and Limitations on Peddling](#)
- [12.0206 Soliciting License](#)

12.0203: TRANSIENT MERCHANTS

Transient merchants shall pay a license fee established by resolution of the City Council. No transient merchant license shall be issued for a period of less than five (5) days. Any transient merchant licensed pursuant to this section shall conspicuously post such license at all times during the license term. Any person who shall bring any stock of food, goods, wares or merchandise into this City and shall engage in a temporary place, store or room from which to sell same or who shall engage in the sale of any stock of food, goods, wares or merchandise which is not intended to be replenished by purchase of new goods of its normal value or shall sell any food, goods, wares or merchandise from any stands, tents, trailers, booths wagon, wagons or other vehicles or motor vehicles on the streets ~~or from any railroad cars~~ or other temporary house, buildings or place shall be deemed a transient merchant. This section shall not apply to any person retailing any produce, goods, wares or merchandise which are raised or manufactured by him in the State of South Dakota, if such person, prior to the commencement of any such retailing shall file with the Finance Officer of this City his statement, under oath, showing that he is the owner of such produce, goods, wares or merchandise, that same were raised or manufactured by him in the State, including a statement as to the particular place of raising or manufacturing, and his post office address and place of residence. No such statement so filed shall be of any force or effect under the provisions of this chapter for more than six (6) months after the filing of same. The license fee set forth above in this section shall not apply to any person retailing any produce, goods, wares, or merchandise when such person is a charitable, fraternal, nonprofit or veteran's organization, or a representative member working on the organization's behalf. The license fee set forth above in this section shall not apply to any person engaged in the retail sale of Christmas trees. (511;C-193; E-368) (E-511-1) (98-9) (Ord 04-12; Rev 09-30-04) (Ord 10-27; Rev 11-12-10)

12.0204: USE OF STREETS~~NOT OCCUPY STREET~~

Nothing in this chapter shall be so construed as to permit any person, under the terms of the license granted therein, to occupy a stand upon any street, alley, marketplace or sidewalk or public building, with tables, benches, boxes or otherwise; nor shall any auctioneer sell or expose for sale any kind of property outside of the building or lots occupied by him for the purpose of his business, nor at the door of such building, nor in such manner as to attract or keep a crowd upon any street, alley or sidewalk within the limits of said City, without first obtaining a Mobile Vendor Permit, issued by the City Engineer's office. (522)

Chapter 12.30
MOBILE VENDORS

Section

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

12.3001	Required
12.3002	Mobile Vending Permit Issuance and Fees
12.3003	Mobile Vendor Application
12.3004	Revocation
12.3005	Allowable Mobile Vending Locations
12.3006	Hours of Operation
12.3007	Health and Sanitation Requirements
12.3008	Performance Standards
12.3009	Parking
12.3010	ADA Access
12.3011	Litter Control
12.3012	Prohibited Conduct
12.3013	Liability and Insurance
12.3014	Penalty
12.3015	Definitions

12.3001: REQUIRED

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

It shall be unlawful for any person to engage in mobile vending as a mobile vendor on public property within this City without first obtaining all applicable state and city permits and licenses.

12.3002: MOBILE VENDING LICENSE & PERMIT ISSUANCE AND FEE

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

- (a) Prior to any mobile vending permit being issued under the provisions of this subchapter, the applicant shall have all applicable state and city permits and licenses.
- (b) The primary person or operator is required to obtain a mobile vending permit for each event in which public property is utilized for doing business.
- (c) Permit will be in effect for the duration of the specific event or for the current year, expiring December, 31st.
- (d) Permit fees shall be as follows: \$25 per event (maximum \$100 per permit)

\$100 for Seasonal Downtown

12.3003: MOBILE VENDOR APPLICATION

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

The application for a mobile vending permit required by the provisions of this ordinance shall contain:

1. The local and permanent address of the applicant;
2. The local and permanent address and the name of the entity, if any, that the applicant represents;
3. The event name(s), location, and date that the vendor wishes to operate;
4. City Transient License proof of purchase;
5. Verification of Liability and Insurance;
6. Documentation of signage other than signage on the side of a vehicle or incidental menus that are not placed outside of the vending location.

12.3004: REVOCATION

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

Any permit issued under the provisions of this subchapter may be revoked for violation of any provision of this Code, state law, or city ordinance by the City of Watertown. Upon the revocation, the permit shall immediately be suspended. Upon proof of resolving the violation, the permit may be reinstated.

12.3005: ALLOWABLE MOBILE VENDING LOCATIONS

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

With the Mobile Vendor Permit, any vendor with the seasonal downtown permit is authorized to set up in the Downtown District – See map on City Website.

The following locations will require additional approval from City staff;

- (a) Mobile vending is permitted on the public right-of-way or public property within or abutting commercial or industrial zoning districts to include C-1, C-2, C-3, C-L, C-L1, CL-2, I-1, BP, and PUD.
- (b) Mobile vendors may be located within residential districts within public right-of-way or private property if the following requirements are met:
 - a. A property being used for a single-family dwelling is not within 200' of the proposed location of the mobile vendor,

12.3006: HOURS OF OPERATION

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

- (a) Mobile vendors are not allowed to operate in the public right-of-way between the hours of 12 a.m. and 7 a.m. from Monday through Thursday and between the hours of 2 a.m. and 7 a.m. from Friday through Sunday;
- (b) Hours of operation are not limited on private property.

12.3007: HEALTH AND SANITATION REQUIREMENTS

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

Mobile vendors shall comply with the minimum public health and safety requirements as made and enforced by the South Dakota Department of Health, pursuant to SDCL 34-18.

12.3008: PERFORMANCE STANDARDS

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

- (a) Any Mobile Vending Permit issued shall be conspicuously posted at all times during the permitted term.
- (b) Mobile vendors must be in conformance with § 21.64 Performance Standards within Title 21 Zoning.

12.3009: PARKING

The following requirements shall apply if the public right-of-way has not been closed through an applicable city permit:

- (a) If operating from the public right-of-way, mobile vendors shall only vend from legal parking spaces in the public right-of-way;
- (b) Under no circumstances shall parking in a handicap space be allowed;
- (c) Mobile Trucks must adhere to all parking requirements per § 19.04;
- (d) Parking of mobile trucks will be limited to 2 parallel parking spaces or 3 angled parking spaces;
- (e) Overnight parking of mobile trucks in the public right-of-way is prohibited Monday through Thursday unless approved by the City Engineer;
- (f) No parking in truck and trailer or boat parking spaces in any city park without written approval;
- (g) No mobile vendor shall operate with the serving window facing street traffic.

12.3010: ADA ACCESS

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

- (a) All vendors must ensure that individuals with disabilities have comparable access to services offered. If existing designs cannot be modified to be accessible, the method of providing service must be modified.
- (b) All vendors must maintain a clear pedestrian path of at least five (5) feet at all times which must remain free of any obstructions that might hinder pedestrian passage and may not interfere with utilities or other facilities including telephone poles, fire hydrants, fire protection appurtenances, or signs located in the public right-of-way.

12.3011: LITTER CONTROL

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

Mobile vendors shall be responsible for providing one private trash bin for public use with capacity of no less than 30 gallons each and shall remove all litter within 25' of the mobile food truck. Litter shall be removed at the mobile vendor's expense and shall not be placed in an unauthorized private or city receptacle.

12.3012: PROHIBITED CONDUCT

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

No mobile vendor shall:

- (a) Vend in the public right-of-way directly in front of any main entrance to an adjacent business unless the business is owned by the applicant or has business owner approval.
- (b) Operate within a public park without first obtaining permission from the City of Watertown Parks, Recreation, and Forestry Department.
- (c) Place any object that blocks the pedestrian pathway.
- (d) Offer tobacco or alcoholic beverages for sale without obtaining the proper license.
- (e) Erect tables and/or chairs to be used in conjunction with the operation of a mobile truck in the public right-of-way.
- (f) Operate in areas that the City Engineer has deemed off limits.
- (g) Remain parked in the same location for more than 3 consecutive days.

12.3013: LIABILITY AND INSURANCE

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

- (a) Before any mobile food vendor permit is granted, the applicant shall sign a statement holding harmless the City and shall indemnify the City, its officers, and employees, for any claims for damages to property or injury to persons, which may occur in connection with any activity carried on pursuant to any activities associated with mobile vending.
- (b) All applicants shall furnish and maintain a policy of insurance protecting the applicant and the City from all claims for damage to property or bodily injury, including death, which may arise from activities associated with mobile vending. The insurance policy shall list or endorse the City as additional insured and carry minimum liability limits of at least \$1,000,000 per occurrence. The endorsement shall provide that the policy shall not be terminated or canceled prior to the termination of the mobile vending permit without 30 days' written notice to the City.
- (c) Any permit for mobile vending shall be deemed void in the absence of a current insurance policy meeting the above criteria.

12.3014: PENALTY

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

- (a) Any person violating any provision of this chapter, for which no other penalty is provided, shall be subject to the penalty provisions of § 12.9901.
- (b) Failure to comply with the provisions of § 12.3001 through 12.3015 shall be a violation of this Code. Violations shall be issued and penalties assessed in accordance with §§ 7.2201 through 7.2206 of this Code.

12.3015: DEFINITIONS

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

For the purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Applicant: As used in this chapter means the primary person conducting sale or service of food, goods, wares or merchandise or the primary operator of a mobile vending truck.

Mobile Vending Truck: A licensed and operable vehicle or concession trailer, which is enclosed and self-contained, independent with respect to water, sewer, and power utilities, that contains equipment for the preparation and sale or service of food, goods, wares or merchandise with or without charge which are designed for immediate consumption.

Mobile Vending: The act of preparation and sale or service of food, goods, wares or merchandise with or without charge that are designed for immediate consumption.

Agenda Item 11.(a) Second Reading of Ordinance No. 25-08, a Revised Ordi...

Mobile Vendor: As used in this chapter means any person or entity conducting the sale or service of food, goods, wares or merchandise with or without charge that are designed for immediate consumption in the public right-of-way or on private property.

Operate: Shall mean all activities associated with the conduct of mobile vending, including setup and takedown and/or actual hours where the mobile vending unit is open.

Primary Operator: The registered owner of a mobile vending truck or the owner's designated agent.

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

I certify that Ordinance No. 25-08 was published in the Watertown Public Opinion, the official newspaper of said City, on the ____ day of _____, 2025.

Kristen Bobzien, Chief Financial Officer

First Reading: July 7, 2025
Second Reading: July 21, 2025
Published: July 26, 2025
Effective: August 15, 2025

City of Watertown

Attest:

Kristen Bobzien
Chief Financial Officer

Reid Holien
Mayor

Chapter 12.02 VOCATIONAL LICENSES

Section

<u>12.0201</u>	<u>Annual Rates</u>
<u>12.0202</u>	<u>Peddler's License Daily Rate</u>
<u>12.0203</u>	<u>Transient Merchants</u>
<u>12.0204</u>	<u>Use of Streets</u> Not Occupy Street
<u>12.0205</u>	<u>Restrictions and Limitations on Peddling</u>
<u>12.0206</u>	<u>Soliciting License</u>

12.0201: ANNUAL RATES

The yearly rate for licenses in said City are to be established by resolution of the City Council and are to be paid by every person engaged in or who shall engage in the respective callings, vocations and kind of business herein specified within said City:

Peddler (hereby defined as a person engaged in the selling of personal property by going about from place to place or house to house to sell the same and who carries with him said property for delivery at time of sale) (Ord 10-27; Rev 11-12-10)

12.0202: PEDDLER'S LICENSE DAILY RATE

A license fee established by resolution of the City Council shall be paid by any person engaged as a peddler prior to engaging in such activity. No license issued pursuant to this section shall be issued for a period of less than five (5) days. Any peddler licensed pursuant to this section shall be issued a photo identification badge which must be worn and displayed on the outside of all clothing so that it is clearly visible at all times while engaged in any peddling activity. (Ord 04-12; Rev 09-30-04) (Ord 10-10; Rev 06-11-10) (Ord 10-27; Rev 11-12-10)

12.0203: TRANSIENT MERCHANTS

Transient merchants shall pay a license fee established by resolution of the City Council. No transient merchant license shall be issued for a period of less than five (5) days. Any transient merchant licensed pursuant to this section shall conspicuously post such license at all times during the license term. Any person who shall bring any stock of food, goods, wares or merchandise into this City and shall engage in a temporary place, store or room from which to sell same or who shall engage in the sale of any stock of food, goods, wares or merchandise which is not intended to be replenished by purchase of new goods of its normal value or shall sell any food, goods, wares or merchandise from any stands, tents, trailers, booths wagon, wagons or other vehicles or motor vehicles on the streets ~~or from any railroad cars~~ or other temporary house, buildings or place shall be deemed a transient merchant. This section shall not apply to any person retailing any produce, goods, wares or merchandise which are raised or manufactured by him in the State of South Dakota, if such person, prior to the commencement of any such retailing shall file with the Finance Officer of this City his statement, under oath, showing that he is the owner of such produce, goods, wares or merchandise, that same were raised or manufactured by him in the State, including a statement as to the particular place of raising or manufacturing, and his post office address and place of residence. No such statement so filed shall be of any force or effect under the provisions of this chapter for more than six (6) months after the filing of same. The license fee set forth above in this section shall not apply to any person retailing any produce, goods, wares, or merchandise when such person is a charitable, fraternal, nonprofit or veteran's organization, or a representative member working on the organization's behalf. The license fee set forth above in this section shall not apply to any person engaged in the retail sale of Christmas trees. (511;C-193; E-368) (E-511-1) (98-9) (Ord 04-12; Rev 09-30-04) (Ord 10-27; Rev 11-12-10)

12.0204: USE OF STREETS~~NOT OCCUPY STREET~~

Nothing in this chapter shall be so construed as to permit any person, under the terms of the license granted therein, to occupy a stand upon any street, alley, marketplace or sidewalk or public building, with tables, benches, boxes or otherwise; nor shall any auctioneer sell or expose for sale any kind of property outside of the building or lots occupied by him for the purpose of his business, nor at the door of such building, nor in such manner as to attract or keep a crowd upon any street, alley or sidewalk within the limits of said City, without first obtaining a Mobile Vendor Permit, issued by the City Engineer's office. (522)

12.0205. RESTRICTIONS AND LIMITATIONS ON PEDDLING

No peddler, as that term is defined in Section 12.0201, shall approach any structure displaying a sign indicating “No Soliciting,” “No Peddling” or similar language indicating door-to-door sales are not welcome at that location. In addition, no peddler shall engage in any peddler activity prior to nine o’clock (9:00) a.m. or after five o’clock (5:00) p.m. Any violation of this section shall be punished pursuant to Section 12.9901. (Ord 10-10; Add 06-11-10)

12.0206: SOLICITING LICENSE

No person shall engage in “soliciting” as that term is defined in Section 13.0319(1) without first having obtained a license from the Watertown Police Department. Any license issued pursuant to this section is subject to the following terms and conditions:

1. Applicants shall complete an application at the Police Department during regular business hours.
2. Applicants must consent to a criminal background check and any applicant with an active arrest warrant or that has ever been convicted of a felony is ineligible to obtain a license.
3. Applicants must present a valid government issued identification card, showing their name, address and date of birth; which will be photocopied by the Police Department.
4. Successful applicants will be issued a license with their photograph and the license duration.
5. Licensees will be required to display the license on the outside of their clothing, by lanyard or clip, so it is plainly visible any time they are engaged in soliciting.
6. No license shall be issued for longer than five (5) days.
7. No person shall be issued more than twenty six (26) soliciting licenses per calendar year.
8. The fee for such license shall be established by Resolution of the City Council.
9. Any person soliciting without a license, or with an expired license, will be issued a criminal citation for violation of Section 12.0101.
10. Any person convicted of a violation of Section 12.0101 will be ineligible to apply for a new license for a period of one hundred eighty (180) days from the date of the conviction.
11. All licenses under this section shall be required to comply with all applicable laws and regulations.
12. Any licensee that is issued a criminal citation for violation of any ordinance, statute or other law or regulation while actively engaged in soliciting shall have their license immediately revoked and surrendered to the arresting officer.
13. Any licensee whose license is revoked for issuance of a criminal citation while actively engaged in soliciting may apply to the Chief of Police, or their designee, for license reinstatement.
14. Any denial of reinstatement may be appealed to the court of competent jurisdiction. (Ord 13-02; 02-15-13)

Chapter 12.30

MOBILE VENDORS

Section

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

12.3001	Required
12.3002	Mobile Vending Permit Issuance and Fees
12.3003	Mobile Vendor Application
12.3004	Revocation
12.3005	Allowable Mobile Vending Locations
12.3006	Hours of Operation
12.3007	Health and Sanitation Requirements
12.3008	Performance Standards
12.3009	Parking
12.3010	ADA Access
12.3011	Litter Control
12.3012	Prohibited Conduct
12.3013	Liability and Insurance
12.3014	Penalty
12.3015	Definitions

12.3001: REQUIRED

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

It shall be unlawful for any person to engage in mobile vending as a mobile vendor on public property within this City without first obtaining all applicable state and city permits and licenses.

12.3002: MOBILE VENDING LICENSE & PERMIT ISSUANCE AND FEE

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

- (a) Prior to any mobile vending permit being issued under the provisions of this subchapter, the applicant shall have all applicable state and city permits and licenses.
- (b) The primary person or operator is required to obtain a mobile vending permit for each event in which public property is utilized for doing business.
- (c) Permit will be in effect for the duration of the specific event or for the current year, expiring December, 31st.
- (d) Permit fees shall be as follows: \$25 per event (maximum \$100 per permit)

\$100 for Seasonal Downtown

12.3003: MOBILE VENDOR APPLICATION

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

The application for a mobile vending permit required by the provisions of this ordinance shall contain:

1. The local and permanent address of the applicant;
2. The local and permanent address and the name of the entity, if any, that the applicant represents;
3. The event name(s), location, and date that the vendor wishes to operate;
4. City Transient License proof of purchase;
5. Verification of Liability and Insurance;
6. Documentation of signage other than signage on the side of a vehicle or incidental menus that are not placed outside of the vending location.

12.3004: REVOCATION

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

Any permit issued under the provisions of this subchapter may be revoked for violation of any provision of this Code, state law, or city ordinance by the City of Watertown. Upon the revocation, the permit shall immediately be suspended. Upon proof of resolving the violation, the permit may be reinstated.

12.3005: ALLOWABLE MOBILE VENDING LOCATIONS

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

With the Mobile Vendor Permit, any vendor with the seasonal downtown permit is authorized to set up in the Downtown District – See map on City Website.

The following locations will require additional approval from City staff;

- (a) Mobile vending is permitted on the public right-of-way or public property within or abutting commercial or industrial zoning districts to include C-1, C-2, C-3, C-L, C-L1, CL-2, I-1, BP, and PUD.
- (b) Mobile vendors may be located within residential districts within public right-of-way or private property if the following requirements are met:
 - a. A property being used for a single-family dwelling is not within 200' of the proposed location of the mobile vendor,

12.3006: HOURS OF OPERATION

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

- (a) Mobile vendors are not allowed to operate in the public right-of-way between the hours of 12 a.m. and 7 a.m. from Monday through Thursday and between the hours of 2 a.m. and 7 a.m. from Friday through Sunday;
- (b) Hours of operation are not limited on private property.

12.3007: HEALTH AND SANITATION REQUIREMENTS

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

Mobile vendors shall comply with the minimum public health and safety requirements as made and enforced by the South Dakota Department of Health, pursuant to SDCL 34-18.

12.3008: PERFORMANCE STANDARDS

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

- (a) Any Mobile Vending Permit issued shall be conspicuously posted at all times during the permitted term.
- (b) Mobile vendors must be in conformance with § 21.64 Performance Standards within Title 21 Zoning.

12.3009: PARKING

The following requirements shall apply if the public right-of-way has not been closed through an applicable city permit:

- (a) If operating from the public right-of-way, mobile vendors shall only vend from legal parking spaces in the public right-of-way;
- (b) Under no circumstances shall parking in a handicap space be allowed;
- (c) Mobile Trucks must adhere to all parking requirements per § 19.04;
- (d) Parking of mobile trucks will be limited to 2 parallel parking spaces or 3 angled parking spaces;
- (e) Overnight parking of mobile trucks in the public right-of-way is prohibited Monday through Thursday unless approved by the City Engineer;
- (f) No parking in truck and trailer or boat parking spaces in any city park without written approval;
- (g) No mobile vendor shall operate with the serving window facing street traffic.

12.3010: ADA ACCESS

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

- (a) All vendors must ensure that individuals with disabilities have comparable access to services offered. If existing designs cannot be modified to be accessible, the method of providing service must be modified.
- (b) All vendors must maintain a clear pedestrian path of at least five (5) feet at all times which must remain free of any obstructions that might hinder pedestrian passage and may not interfere with utilities or other facilities including telephone poles, fire hydrants, fire protection appurtenances, or signs located in the public right-of-way.

12.3011: LITTER CONTROL

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

Mobile vendors shall be responsible for providing one private trash bin for public use with capacity of no less than 30 gallons each and shall remove all litter within 25' of the mobile food truck. Litter shall be removed at the mobile vendor's expense and shall not be placed in an unauthorized private or city receptacle.

12.3012: PROHIBITED CONDUCT

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

No mobile vendor shall:

- (a) Vend in the public right-of-way directly in front of any main entrance to an adjacent business unless the business is owned by the applicant or has business owner approval.
- (b) Operate within a public park without first obtaining permission from the City of Watertown Parks, Recreation, and Forestry Department.
- (c) Place any object that blocks the pedestrian pathway.
- (d) Offer tobacco or alcoholic beverages for sale without obtaining the proper license.
- (e) Erect tables and/or chairs to be used in conjunction with the operation of a mobile truck in the public right-of-way.
- (f) Operate in areas that the City Engineer has deemed off limits.
- (g) Remain parked in the same location for more than 3 consecutive days.

12.3013: LIABILITY AND INSURANCE

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

- (a) Before any mobile food vendor permit is granted, the applicant shall sign a statement holding harmless the City and shall indemnify the City, its officers, and employees, for any claims for damages to property or injury to persons, which may occur in connection with any activity carried on pursuant to any activities associated with mobile vending.
- (b) All applicants shall furnish and maintain a policy of insurance protecting the applicant and the City from all claims for damage to property or bodily injury, including death, which may arise from activities associated with mobile vending. The insurance policy shall list or endorse the City as additional insured and carry minimum liability limits of at least \$1,000,000 per occurrence. The endorsement shall provide that the policy shall not be terminated or canceled prior to the termination of the mobile vending permit without 30 days' written notice to the City.
- (c) Any permit for mobile vending shall be deemed void in the absence of a current insurance policy meeting the above criteria.

12.3014: PENALTY

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

- (a) Any person violating any provision of this chapter, for which no other penalty is provided, shall be subject to the penalty provisions of § 12.9901.
- (b) Failure to comply with the provisions of § 12.3001 through 12.3015 shall be a violation of this Code. Violations shall be issued and penalties assessed in accordance with §§ 7.2201 through 7.2206 of this Code.

12.3015: DEFINITIONS

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

For the purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Applicant: As used in this chapter means the primary person conducting sale or service of food, goods, wares or merchandise or the primary operator of a mobile vending truck.

Mobile Vending Truck: A licensed and operable vehicle or concession trailer, which is enclosed and self-contained, independent with respect to water, sewer, and power utilities, that contains equipment for the preparation and sale or service of food, goods, wares or merchandise with or without charge which are designed for immediate consumption.

Mobile Vending: The act of preparation and sale or service of food, goods, wares or merchandise with or without charge that are designed for immediate consumption.

Mobile Vendor: As used in this chapter means any person or entity conducting the sale or service of food, goods, wares or merchandise with or without charge that are designed for immediate consumption in the public right-of-way or on private property.

Operate: Shall mean all activities associated with the conduct of mobile vending, including setup and takedown and/or actual hours where the mobile vending unit is open.

Primary Operator: The registered owner of a mobile vending truck or the owner's designated agent.



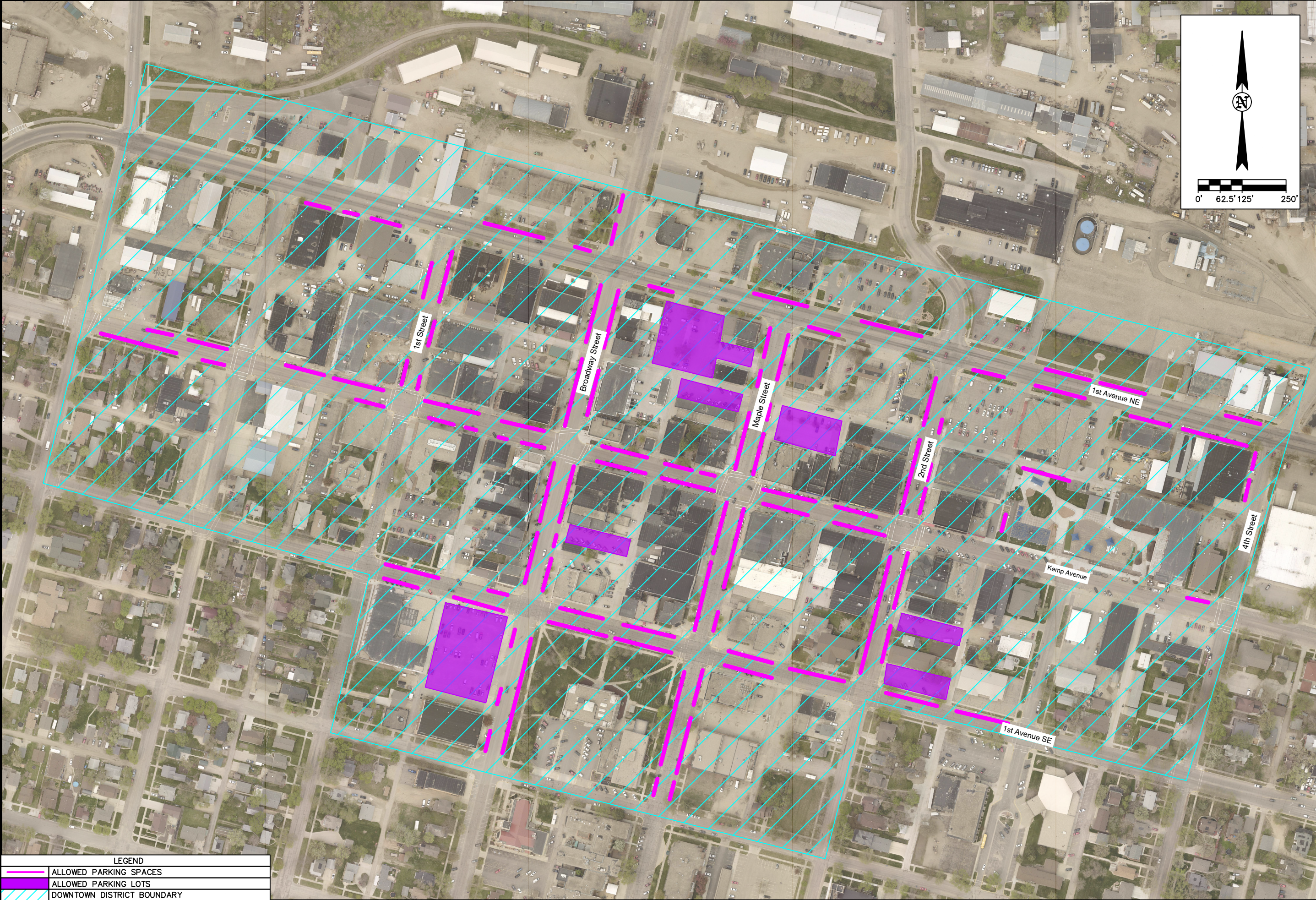
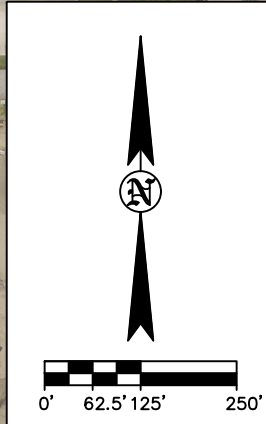
DOWNTOWN
DISTRICT

MOBILE FOOD VENDOR
ALLOWABLE PARKING

DATE:	03/24/2025
SCALE:	1"=250'
DRAWN BY:	CRG
CHECKED BY:	JP
PROJECT NO:	XXXX

SHEET

1



LEGEND	
	ALLOWED PARKING SPACES
	ALLOWED PARKING LOTS
	DOWNTOWN DISTRICT BOUNDARY



City Council

Agenda Item

Subject: Council Approval of Resolution No. 25-17, Approving the Plat of Stony Point Third Addition

Meeting: City Council - Jul 21 2025

From: Alan Stager, City Manager

BACKGROUND INFORMATION:

Background :

Robert Drake is the Acting Agent of Stony Point Investments, LLP which is the owner of the property proposed to be platted as Stony Point Third Addition. The private street of Stony Point Trail which is being memorialized with this plat along with a private street maintenance agreement were approved by the Planning Commission on June 18, 2020. The construction plans were approved by staff later in 2020 for the installation of Stony Point Trail and related infrastructure to serve *The Point Condos* that was granted a building permit in December 2021. A one-year extension was granted in April 2024 by City Council as the permit expired after three years. The building permit items have been completed and the final certificate of occupancy can be issued after the private street is memorialized, which this action would accomplish, along with a BMP maintenance agreement for the detention pond and as-built drawings are submitted. The street and infrastructure have been approved by the Engineering Division.

The remaining areas adjacent to Stony Point Trail that have not been platted are considered subdivision exempt since the private street has already been approved by the Planning Commission via preliminary plan, meaning a concept plan is not required prior to the Plat of Stony Point Third Addition. There will be five lots established with this plat that all meet the minimum lot size requirements of Chapter 21.29 C-L Lake Commercial District (closed) and abut the private street of Stony Point Trail.

The Planning Commission recommended approval to the City Council at the July 10th meeting (6-0).

FINANCIAL CONSIDERATIONS:

NA

STAFF RECOMMENDATION / SUGGESTED MOTION:

Staff recommends approval of the resolution through the following motion:

I move to approve Resolution No. 25-17, Approving the Plat of Stony Point Third Addition

Agenda Item 12.(a) Council Approval of Resolution No. 25-17, Approving t...

ATTACHMENT(S):

[Vicinity Map](#)

[Plat of Stony Point Third Addition](#)

[Private Road Agreement](#)

[Planning Commission Resolution](#)

[Resolution No. 25-17](#)



PLAT OF
STONY POINT THIRD ADDITION
TO THE MUNICIPALITY OF
WATERTOWN IN THE COUNTY
OF CODINGTON, SOUTH
DAKOTA.

BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY IS
LOCATED WITHIN ZONE X AND AE OF THE NATIONAL FLOOD
INSURANCE PROGRAM, FEDERAL EMERGENCY MANAGEMENT
AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM),
CODINGTON COUNTY / CITY OF WATERTOWN, MAP NO.
46029C0315D REVISED JANUARY 16, 2009.

June 22, 2025
Scale: 1"=200'
○ Monument Recovered
● ½"x18" Rebar w/ Plastic Cap
Stamped #11310 Set

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

NOTE: This plat contains
26.31± total acres.



LAKE KAMPESKA

STONY POINT
SECOND ADDITION

THE POINT
CONDOMINIUM FIRST
ADDITION

LOT 1
STONY POINT ADDITION

LOT 2
STONY POINT ADDITION

LOT 3
STONY POINT ADDITION

LOT 5
7.52± ACRES

SEE PLAT MAP
SHEET NO. 2

LOT 4
1.95± ACRES

STONY POINT TRAIL

LOT 2
14.78± ACRES

SEE PLAT MAP
SHEET NO. 1

LOT 3
1.42± ACRES

LOT 1
0.65± ACRES

PRAIRIE HILLS DEVELOPMENT
SECOND ADDITION

OUTLOT A
PRAIRIE HILLS
DEVELOPMENT SECOND
ADDITION

PRAIRIE HILLS DEVELOPMENT
SECOND ADDITION

PRAIRIE HILLS
DEVELOPMENT FIRST
ADDITION

PRAIRIE HILLS AVENUE NW

HIDDEN VALLEY
ADDITION

PRAIRIE HILLS
DEVELOPMENT THIRD
ADDITION



Prepared By
AASON ENGINEERING COMPANY, INC.

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

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

Registered Land Surveyor

PLAT OF
STONY POINT THIRD ADDITION
TO THE MUNICIPALITY OF
WATERTOWN IN THE COUNTY
OF CODINGTON, SOUTH
DAKOTA.

BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY IS
LOCATED WITHIN ZONE X AND AE OF THE NATIONAL FLOOD
INSURANCE PROGRAM, FEDERAL EMERGENCY MANAGEMENT
AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM),
CODINGTON COUNTY / CITY OF WATERTOWN, MAP NO.
46029C0315D REVISED JANUARY 16, 2009.

June 22, 2025
Scale: 1"=100'
○ Monument Recovered
● ½"x18" Rebar w/ Plastic Cap
Stamped #11310 Set
NOTE: Bearings are based on
UTM Zone 14 North - NAD83
coordinate zone. Ground
Distances shown.



SEE PLAT MAP PAGE NO. 2

20' WIDE UNDERGROUND UTILITY EASEMENT
CENTERED ON WATERMAIN. RECORDED IN
BOOK 4T OF MISCELLANEOUS ON PAGE 3612.

PRIVATE ROAD AND UTILITY
EASEMENT GRANTED TO THE
PUBLIC BY THIS PLAT.

BLOCK 2
HIDDEN VALLEY
ADDITION

LOT 28B

LOT 2
14.78± ACRES

LOT 3
1.42± ACRES

LOT 1
0.65± ACRES

PORTION OF UTILITY EASEMENT TO BE
RELEASED BY THIS PLAT. RECORDED IN
BOOK "WWW" OF MISC. ON PAGE 1.

AGREEMENT FOR STREET ACCESS AND ROAD
CONSTRUCTION EASEMENT TO BE RELEASED
BY THIS PLAT. RECORDED IN BOOK "4S" OF
MISC. ON PAGE 474, AMMENDED IN BOOK
"4T" OF MISC. ON PAGE 2124.

INGRESS AND EGRESS EASEMENT TO BE
RELEASED BY THIS PLAT. RECORDED IN
BOOK "4T" OF MISC. ON PAGE 7600 AND
AMENDED IN BOOK "4T" OF MISC. ON PAGE
8016.

APPROXIMATE LIMITS OF
ORDINARY HIGH WATER
ELEVATION.

LOT 7
BLOCK 3
PRAIRIE HILLS DEVELOPMENT
FIRST ADDITION

20' WIDE EASEMENTS FOR
UTILITIES AND INGRESS AND
EGRESS. GRANTED BY THE
PLAT RECORDED IN BOOK
"OP" ON PAGE 528.

OUTLOT A
PRAIRIE HILLS
DEVELOPMENT
SECOND ADDITION

PRAIRIE HILLS DEVELOPMENT
SECOND ADDITION

POMPESKA DRIVE NW

PRAIRIE HILLS CIRCLE NW

PRAIRIE HILLS AVENUE NW



Prepared By
AASON ENGINEERING COMPANY, INC.

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

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

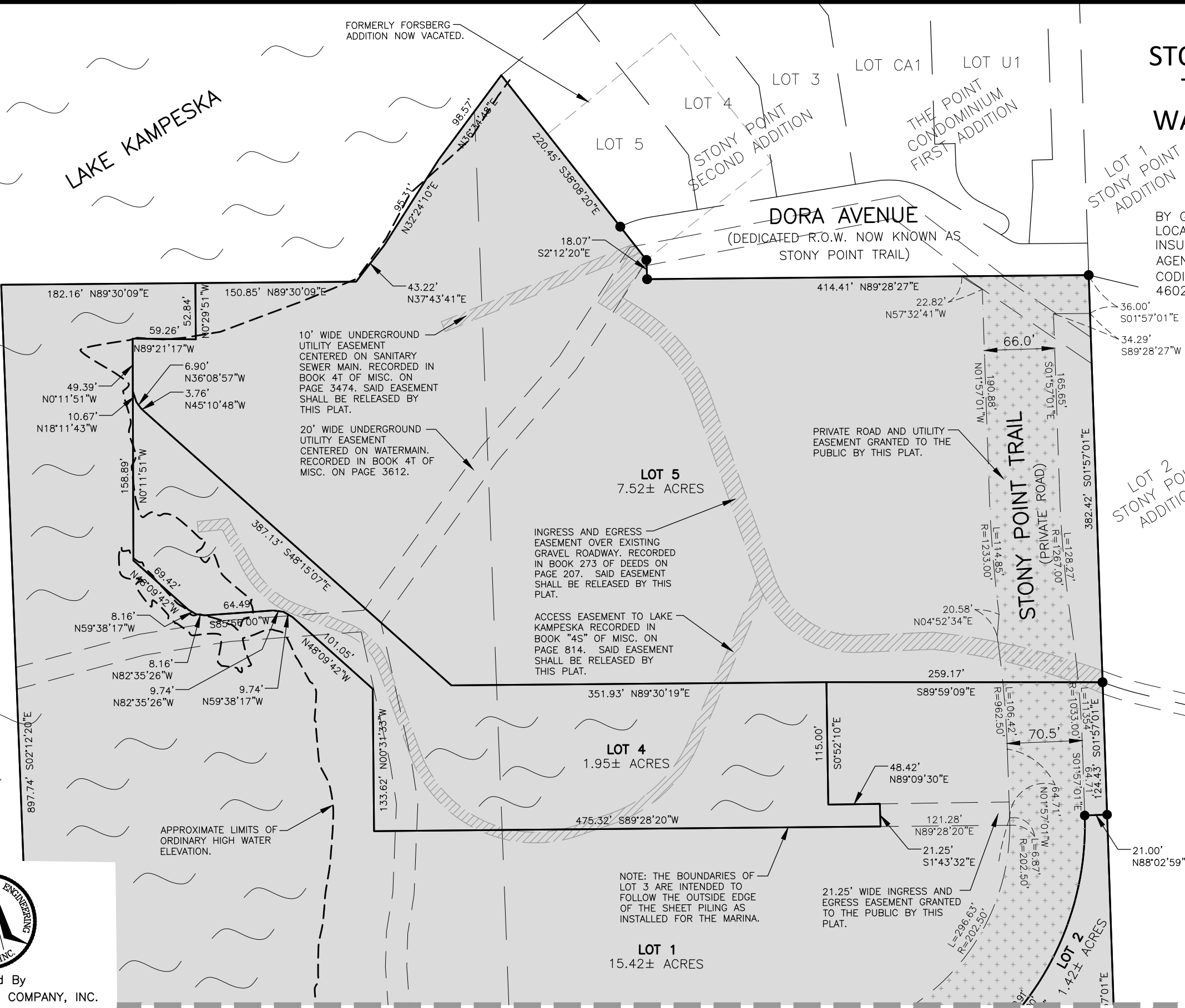
PLAT MAP PAGE NO. 1

Registered Land Surveyor

PLAT OF
STONY POINT THIRD ADDITION
TO THE MUNICIPALITY OF
WATERTOWN IN THE COUNTY
OF CODINGTON, SOUTH
DAKOTA.

BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X AND AE OF THE NATIONAL FLOOD INSURANCE PROGRAM, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM), CODINGTON COUNTY / CITY OF WATERTOWN, MAP NO. 46029C0315D REVISED JANUARY 16, 2009.

June 22, 2025
Scale: 1"=100'
○ Monument Recovered
● ½"x18" Rebar w/ Plastic Cap
Stamped #11310 Set
NOTE: Bearings are based on UTM Zone 14 North – NAD83 coordinate zone. Ground Distances shown.



SEE PLAT MAP PAGE NO. 1

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

PLAT MAP PAGE NO. 2

Registered Land Surveyor



Prepared By
AASON ENGINEERING COMPANY, INC.

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

PLAT OF
STONY POINT THIRD ADDITION TO THE MUNICIPALITY OF
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

State of South Dakota

) ss
County of Codington

On this the 30th day of June, 2035, before me, personally appeared Robert Drake
Acting Agent for Stony Point Investments, LLP known to me or satisfactorily proven to be the person whose
name is subscribed to the within instrument and who acknowledged that they executed the foregoing
instrument for the purposes therein contained.

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

Michelle Burleson
Notary Public

My Commission Expires: 9-28-2030



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

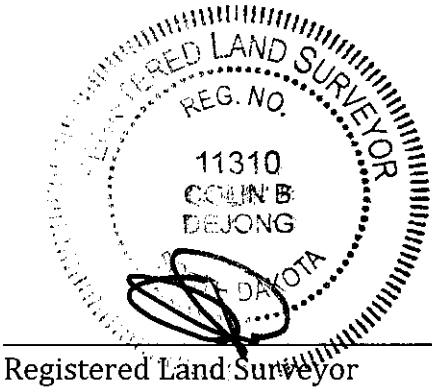
PLAT OF
STONY POINT THIRD ADDITION TO THE MUNICIPALITY OF
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

SURVEYOR'S CERTIFICATE

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

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

I hereby set my hand and seal this 2ND day of JULY 2025.



CITY STREET AUTHORITY'S CERTIFICATE

Having the authority to do so; I hereby approve access for the lots included in this plat onto the adjoining right of ways. All access sizes and locations to be determined at building permit issuance.

Dated this ____ day of _____, 20__

Justin Petersen, P.E.
City Engineer, Watertown, SD

CITY PLAN COMMISSION RECOMMENDATION

Resolution No. _____

The aforementioned plat has been duly examined and it appears that said plat is in all respects lawful and proper and entitled to approval. It is hereby recommended for approval by the Watertown City Plan Commission on this ____ day of _____, 20__

Chairman
Watertown City Plan Commission



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

PLAT OF
STONY POINT THIRD ADDITION TO THE MUNICIPALITY OF
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

RESOLUTION OF WATERTOWN CITY COUNCIL

Resolution No. _____

Be it resolved by the City Council of Watertown, South Dakota, having viewed this plat and having received a recommendation from the Watertown City Plan Commission, does hereby approve this plat of **“Stony Point Third Addition to the Municipality of Watertown, in the County of Codington, South Dakota,”** and the City Finance Officer is hereby directed to endorse on such plat a copy of this resolution and certify the same thereon.

The above and foregoing resolution was duly passed and adopted.

Dated at Watertown, South Dakota, this _____ day of _____, 20____

Attest:

Mayor
City of Watertown, SD

Chief Financial Officer
City of Watertown, SD

CITY FINANCE OFFICER’S CERTIFICATE

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

Chief Financial Officer
City of Watertown, SD

TREASURER’S CERTIFICATE

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

Treasurer
Codington County, SD



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

PLAT OF
STONY POINT THIRD ADDITION TO THE MUNICIPALITY OF
WATERTOWN, IN THE COUNTY OF CODINGTON, SOUTH DAKOTA.

DIRECTOR OF EQUALIZATION CERTIFICATE

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

Director of Equalization
Codington County, SD

REGISTER OF DEEDS CERTIFICATE

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

Register of Deeds,
Codington County, SD



Document prepared by:
Community Development Division
23 2nd St NE
Watertown, SD 57201
605-882-6201

**AGREEMENT FOR THE REPAIR AND MAINTENANCE
OF PRIVATE ROAD KNOWN AS STONY POINT TRAIL AND OTHER
MISCELLANEOUS PLAT CONDITIONS FOR STONY POINT THIRD ADDITION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between Robert Drake, Acting Agent of Stony Point Investments, LLP, of the following described property, hereinafter “Developer,” and the City of Watertown, a municipal corporation of the State of South Dakota, hereinafter “City” and is subject to the following terms and conditions:

A. RECITALS

1. Developer certifies that it is the absolute and unqualified owner of:

*“Stony Point Third Addition to the Municipality of Watertown in the County of
Codington, South Dakota”*

and has the legal authority to enter into this agreement. A copy of the plat drawing is attached hereto and incorporated into this AGREEMENT by reference.

2. The City Council of the City of Watertown, upon the recommendation of the Watertown Planning Commission, approved the plat known and described as Stony Point Third Addition to the Municipality of Watertown at its meeting held on July 10th, 2025, with certain conditions including the provision of a private road easement for ingress and egress between that portion of Dora Avenue (also known as Stony Point Trail) and Prairie Hills Avenue NW for the abutting properties within Stony Point Third Addition, Stony Point Second Addition, The Point Condominium First Addition, and Outlot A Prairie Hills Development Second Addition as shown on the plat, and Developer’s responsibility to construct and maintain a paved access road within the private road easement.
3. Developer acknowledges City ordinance requirements for all platted lots to abut a public right-of-way or an approved private road, and the ordinance requirements associated with private roads.
4. Developer and City hereby knowingly and voluntarily enter into this AGREEMENT in accordance with the conditions of said plat approval.

B. DEVELOPER’S OBLIGATIONS AS TO ACCESS EASEMENT, PRIVATE ROADWAY AND ASSOCIATED REPAIR AND MAINTENANCE

1. Developer agrees, on its behalf and that of its heirs and successors in title interest of said platted lots and private road and utility easement granted to the public by the plat is a permanent ingress and egress easement to provide unobstructed public access to Stony Point Third Addition, Stony Point Second Addition, The Point Condominium First Addition, and Outlot A Prairie Hills Development Second Addition.
2. Developer agrees, on its behalf and that of its heirs and successors in title interest of said platted lots that the private road be constructed and maintained in accordance with the approved

construction plans on file with the City Engineer.

3. Developer agrees, on its behalf and that of its successors in title interest of said platted lots, that it is responsible for all maintenance, including but not limited to snow removal, pavement repair and replacement, grass mowing and weed control of the private road, Stony Point Trail, and the associated easement area and that portion of the public right-of-way, Dora Avenue (platted as Dora Avenue on the Plat of Stony Point Second Addition now known as Stony Point Trail), that abuts Stony Point Second Addition. Developer expressly understands that the City has no responsibility for said maintenance.
4. Developer agrees, on its behalf and that of its successors in title interest of said platted lots, to maintain the access easement area including the paved roadway in a state comparable to that of dedicated city streets, and to keep the roadway free of snow. In the event Developer or its successors in title interest of the private road easement fails to perform said maintenance activities in a reasonable manner, the City may, but is not required to, perform the maintenance activities, and if the City does so, Developer or its successors in title interest of said platted lots shall reimburse the City its reasonable cost thereof as determined by the City through the private road by use of an assessment, cost recovery, or other available remedy of collection of the cost.

C. GENERAL PROVISIONS

1. All of the terms and conditions herein shall extend to and be binding upon the heirs, assigns, or successors in interest of the Developer, and are to be deemed a covenant running with the above-described property. Furthermore, it is agreed that, in accepting title to the above-described property any grantee, heir, assign, or successor in interest to the undersigned expressly agrees to be bound by the terms of this agreement which shall, upon its execution, be recorded with the Codington County Register of Deeds Office pursuant to the provisions of South Dakota law.
2. City may undertake any legal or equitable action available to enforce the provisions of this agreement in addition to any other remedy provided herein. In the event the City is required to undertake any action to enforce the terms of this agreement or its subdivision regulations in connection with this agreement, the Developer, its heirs, assigns or successors in interest agree the City may recover its reasonable expenses, including attorney's fees incurred with respect to such action.
3. Should any section or provision of this agreement be declared invalid for any reason whatsoever by any court of competent jurisdiction, such invalidity shall not affect any other section or provision of this agreement in the event such remaining provisions can be given effect without those sections having been declared invalid.
4. This agreement shall be construed according to the laws of the State of South Dakota. No modification or amendment to this agreement shall be valid, unless evidenced by a writing signed by the parties hereto.
5. If Developer is a corporation, it hereby warrants that it has the authority to enter into this agreement for and on behalf of its officers and/or directors.

DEVELOPER:

CITY OF WATERTOWN:

Robert Drake, Acting Agent
Stony Point Investments, LLP

Alan Stager
City Manager

ATTEST:

Kristen Bobzien
Chief Financial Officer
(SEAL)

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

On this the ____ day of _____, 2025, before me, the undersigned officer, personally appeared *Robert Drake, Acting Agent for Stony Point Investments, LLP*, known to me or satisfactorily proven to be the person whose name is subscribed to within this instrument and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public
(SEAL)
My Commission Expires:

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

On this the ____ day of _____ 2025, before me, the undersigned officer, personally appeared *Alan Stager and Kristen Bobzien*, who acknowledged themselves to be the City Manager and Chief Financial Officer, respectively, of the City of Watertown, a municipal corporation, and that they as such City Manager and Chief Financial Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City by themselves as City Manager and Chief Financial Officer.

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

Notary Public
(SEAL)
My Commission Expires:

PLAT OF
STONY POINT THIRD ADDITION
TO THE MUNICIPALITY OF
WATERTOWN IN THE COUNTY
OF CODINGTON, SOUTH
DAKOTA.

BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY IS
LOCATED WITHIN ZONE X AND AE OF THE NATIONAL FLOOD
INSURANCE PROGRAM, FEDERAL EMERGENCY MANAGEMENT
AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM),
CODINGTON COUNTY / CITY OF WATERTOWN, MAP NO.
46029C0315D REVISED JANUARY 16, 2009.

June 22, 2025
Scale: 1"=200'
○ Monument Recovered
● ½"x18" Rebar w/ Plastic Cap
Stamped #11310 Set
NOTE: Bearings are based on
UTM Zone 14 North – NAD83
coordinate zone. Ground
Distances shown.
NOTE: This plat contains
26.31± total acres.



LAKE KAMPESKA



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

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

Registered Land Surveyor

PLAT OF
STONY POINT THIRD ADDITION
TO THE MUNICIPALITY OF
WATERTOWN IN THE COUNTY
OF CODINGTON, SOUTH
DAKOTA.

BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY IS
LOCATED WITHIN ZONE X AND AE OF THE NATIONAL FLOOD
INSURANCE PROGRAM, FEDERAL EMERGENCY MANAGEMENT
AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM),
CODINGTON COUNTY / CITY OF WATERTOWN, MAP NO.
46029C0315D REVISED JANUARY 16, 2009.

June 22, 2025
Scale: 1"=100'
○ Monument Recovered
● ½"x18" Rebar w/ Plastic Cap
Stamped #11310 Set
NOTE: Bearings are based on
UTM Zone 14 North – NAD83
coordinate zone. Ground
Distances shown.



SEE PLAT MAP PAGE NO. 2

20' WIDE UNDERGROUND UTILITY EASEMENT
CENTERED ON WATERMAIN. RECORDED IN
BOOK 4T OF MISCELLANEOUS ON PAGE 3612.

PRIVATE ROAD AND UTILITY
EASEMENT GRANTED TO THE
PUBLIC BY THIS PLAT.

BLOCK 2
HIDDEN VALLEY
ADDITION

LOT 28B

LOT 2
14.78± ACRES

LOT 3
1.42± ACRES

LOT 1
0.65± ACRES

PORTION OF UTILITY EASEMENT TO BE
RELEASED BY THIS PLAT. RECORDED IN
BOOK "WWW" OF MISC. ON PAGE 1.

AGREEMENT FOR STREET ACCESS AND ROAD
CONSTRUCTION EASEMENT TO BE RELEASED
BY THIS PLAT. RECORDED IN BOOK "4S" OF
MISC. ON PAGE 474, AMMENDED IN BOOK
"4T" OF MISC. ON PAGE 2124.

INGRESS AND EGRESS EASEMENT TO BE
RELEASED BY THIS PLAT. RECORDED IN
BOOK "4T" OF MISC. ON PAGE 7600 AND
AMENDED IN BOOK "4T" OF MISC. ON PAGE
8016.

APPROXIMATE LIMITS OF
ORDINARY HIGH WATER
ELEVATION.

LOT 7
BLOCK 3
PRAIRIE HILLS DEVELOPMENT
FIRST ADDITION

20' WIDE EASEMENTS FOR
UTILITIES AND INGRESS AND
EGRESS. GRANTED BY THE
PLAT RECORDED IN BOOK
"OP" ON PAGE 528.

OUTLOT A
PRAIRIE HILLS
DEVELOPMENT
SECOND ADDITION

PRAIRIE HILLS DEVELOPMENT
SECOND ADDITION

POMPESKA DRIVE NW

PRAIRIE HILLS CIRCLE NW

PRAIRIE HILLS AVENUE NW



Prepared By
AASON ENGINEERING COMPANY, INC.

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

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

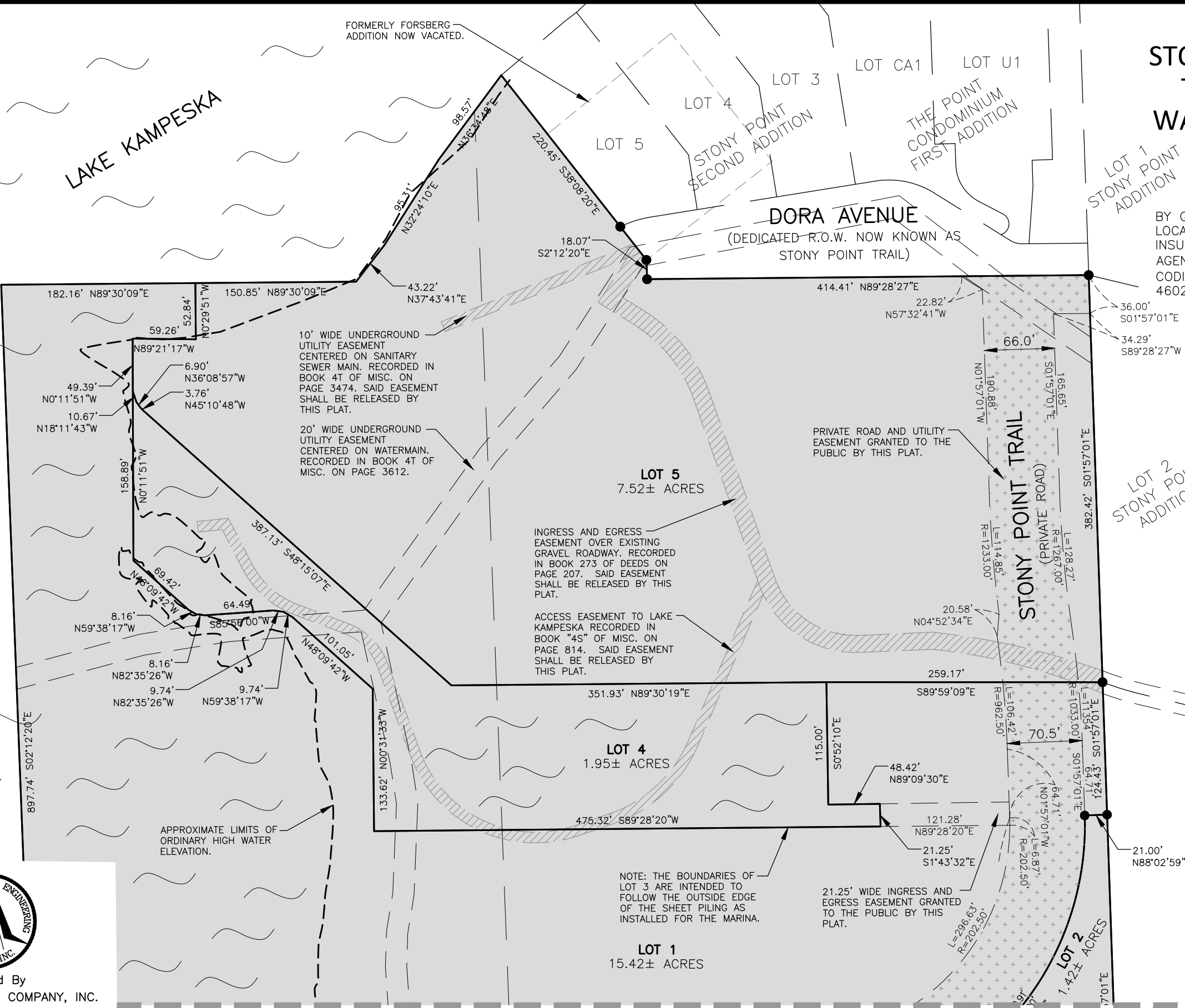
PLAT MAP PAGE NO. 1

Registered Land Surveyor

PLAT OF
STONY POINT THIRD ADDITION
TO THE MUNICIPALITY OF
WATERTOWN IN THE COUNTY
OF CODINGTON, SOUTH
DAKOTA.

BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X AND AE OF THE NATIONAL FLOOD INSURANCE PROGRAM, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM), CODINGTON COUNTY / CITY OF WATERTOWN, MAP NO. 46029C0315D REVISED JANUARY 16, 2009.

June 22, 2025
Scale: 1"=100'
○ Monument Recovered
● ½"x18" Rebar w/ Plastic Cap
Stamped #11310 Set
NOTE: Bearings are based on
UTM Zone 14 North – NAD83
coordinate zone. Ground
Distances shown.



Prepared By
AASON ENGINEERING COMPANY, INC.

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

SEE PLAT MAP PAGE NO. 1

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

PLAT MAP PAGE NO. 2

Registered Land Surveyor

Report and Recommendation of the Watertown Planning Commission

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

The undersigned hereby certifies that the following is a true, correct and complete copy of a Resolution introduced, fully discussed, and approved and adopted during the meeting of the City Planning Commission held on the 10th day of July 2025.

RESOLUTION NO. 25-17

WHEREAS, Applicant, Robert Drake, Acting Agent of Stony Point Investments, LLP, is the owner of property legally described as:

"Stony Point Third Addition to the Municipality of Watertown in the County of Codington, South Dakota"

WHEREAS Applicant wishes to subdivide the above-described real property; and

WHEREAS whenever any subdivision of land is proposed, the owner or authorized agent shall apply for and secure approval of such subdivision plat in accordance with the procedures set forth in Title 24 of the Revised Ordinances of the City of Watertown, South Dakota; and

NOW THEREFORE BE IT RESOLVED by the City Planning Commission of the City of Watertown, South Dakota, that the Plat of *"Stony Point Third Addition to the Municipality of Watertown in the County of Codington, South Dakota"* has been examined and it appears that said plat is in all respects lawful and entitled to approval, and that said plat is hereby recommended for approval.

I further certify that the foregoing Resolution is now in full force and effect and unrevoked.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of July 2025.



City Planning Commission

Prepared by:
Community Development Division
City of Watertown
20 North Maple
P.O. Box 910
Watertown, SD 57201
(605) 882-6202

RESOLUTION NO. 25-17

RECOMMENDED BY THE CITY PLANNING COMMISSION

PLAT OF STONY POINT THIRD ADDITION

BE IT RESOLVED by the City Council of the City of Watertown, South Dakota, having viewed this plat, and having received a recommendation from the Watertown Planning Commission, does hereby approve this plat of:

"Stony Point Third Addition to the Municipality of Watertown in the County of Codington, South Dakota"

Dated at Watertown, South Dakota, this 4th day of August 2025.

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

I hereby certify that Resolution No. 25-17 was published in the Watertown Public Opinion, the official newspaper of said City (as part of the minutes of the City Council meeting of _____, 2025), on the ____ day of _____, 2025, and a copy of the publication is on file in the City Finance Department.

Kristen Bobzien, Chief Financial Officer

City of Watertown

Attest:

Kristen Bobzien
Chief Financial Officer

Ried Holien
Mayor



City Council

Agenda Item

Subject: Authorization for the Parks division to purchase a 2025 Toro Groundmaster 4100D wide area mower.

Meeting: City Council - Jul 21 2025

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

BACKGROUND INFORMATION:

The Park division will use this piece of equipment to mow Premier Softball complex as well as the Gun Range area and ANZA Soccer Complex.

FINANCIAL CONSIDERATIONS:

This item is a budgeted item within the Parks division capital budget for 2025 (212 - 451.10 - 436.00).

The budgeted amount for this item was \$86,000. The cost of this purchase pursuant to Sourcwell pricing is \$88,406.00; this purchase will be \$2,406.00 over budget. We will be able to cover the higher cost of this purchase with the savings from under budget purchases of other equipment within this line item.

OVERSIGHT / PROJECT RESPONSIBILITY:

Matt Brandsrud - Parks & Forestry Superintendent

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the equipment sales agreement pursuant to Sourcwell pricing for a 2025 Toro Groundmaster 4100D wide area mower from Midwest Turf & Irrigation in the amount of \$88,406.00 (Sourcwell Contract #031121-TTC).

ATTACHMENT(S):

[Midwest Turf-Toro-Sourcwell Quote-2025](#)



July 10, 2025

Matt Brandsrud
Parks and Rec
Watertown SD
Email – mbrandsrud@watertownsd.us



Matt:

Here are the updated numbers on the Groundsmaster 4100D.

Model	Description	List	Sourcewell
30608	Groundsmaster 4100D Includes 10.5ft outfront deck Air Ride Seat, Auto Reversing Fan Full 2 Year Warranty	\$118,707.00	\$92,591.00
	Tariff Surcharge splitting 5% - 2.5% each		\$ 2,315.00 =====
			\$94,906.00

Trade-In

Toro Groundsmaster 4100D, approx.. 5000 hrs **(\$6,500.00)**

- Price is not protected and could change based on Manufacture increases.
- The Sourcewell Contract does have language in it that allows up to a 10% surcharge.
- Sourcewell number for South Dakota – 031121-TTC
- Please call with questions!

Sincerely,

TOTAL
\$88,406.00

Kirk Lubbers
Commercial Sales Manager
Midwest Turf & Irrigation
402-740-4309