PROPOSED AGENDA  
CITY COUNCIL ADJOURNED MEETING  
CITY HALL  
23 SECOND STREET NORTHEAST  
WATERTOWN, SOUTH DAKOTA  
Monday, August 19, 2013                             7:00 PM
Call to Order  
Pledge of Allegiance  
Roll Call  

1. Approval of consent agenda  
   a. Approval of the minutes of the Council meetings held on August 5, 2013  
   b. Application for Gas Fitter for Gregory VanZee ($50)  

2. Approval of agenda  

3. Second reading of Ordinance No. 13-16 amending zoning district boundaries by rezoning a portion of Willow Creek Village from C-3 Highway Commercial to R-3 Multi-Family Residential District  
   a. Public hearing  
   b. Council action  

4. Vacation of a Utility Easement in Lot B, Palm Subdivision (Resolution No. 13-21)  
   a. Public hearing  
   b. Council action  

5. Authorization for Mayor to sign Development Agreement for Watertown Crop Nutrients LLC Addition  
6. Authorization for Mayor to sign addendum to the Farm Lease at the Watertown Airport  
7. Authorization for Mayor and Finance Officer to sign a License and Use Agreement with the Federal Emergency Management Agency for the Armory building located at 1900 West Kemp  
9. Authorization for Mayor to sign maintenance renewal agreement with Johnson Control  
10. Consideration of Change Order No. 3 (Final) for the Runway 17/35 reconstruction project  
11. Consideration of bids received for the sale of Fire Department doors  
12. Approval of Clark Engineering as the Consultant to do design work for the 19th St East project  
13. Authorization for Police Department to apply for a Homeland Security Grant for a radio repeater project  
14. Authorization for the Fire Department to apply for the Homeland Security Regional Grant for 4 new tornado sirens
15. Old Business
16. New Business
17. Liaison member reports
18. Executive Session pursuant to SDCL 1-25-2
19. Motion to adjourn

Rochelle M. Ebbers, CPA
Finance Officer

The City of Watertown, South Dakota does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. ADA Compliance: The City of Watertown fully subscribes to the provisions of the American 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.
The City Council met in special session at 4:30 PM in the Council Chambers, City Hall, 23 2nd Street NE. Mayor Steve Thorson presiding. Present upon roll call: Aldermen Solum, Meisenheimer, Buhler, Roby, Tupper, Albertsen, Danforth and Alderwoman Mantey. Absent were Aldermen Rieffenberger and Wilkins.

Motion by Buhler, seconded by Danforth, to approve the agenda as presented. Motion carried.

Finance Officer Shelly Ebbers presented the Proposed Capital Improvement Plan and opened up discussion for City Council and public input. No action was taken.

Motion by Buhler, seconded by Solum, to adjourn until 7:00 PM on Monday, August 5, 2013. 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, the 5th day of August, 2013.

ATTEST:

__________________________  __________________________
Rochelle Ebbers, CPA       Steve Thorson
Finance Officer            Mayor

(Published once at the approximate cost of __________.)
The City Council met in regular session at 7:00 PM in the Council Chambers, City Hall, 23 2nd Street NE. Mayor Steve Thorson presiding. Present upon roll call: Aldermen Rieffenberger, Solum, Wilkins, Meisenheimer, Buhler, Roby, Tupper, Albertsen, Danforth and Alderwoman Mantey.

Motion by Buhler, seconded by Solum, to approve the following items on the consent agenda: minutes of the Council Meeting held on July 15, 2013; write-off of ambulance uncollectible accounts in the amount of $10,275.68; and approval of bills and payroll and authorization to pay. Motion carried.

BILLS:

A & B BUSINESS EQUIP, INC.  SERVICE  138.70  LES MILLS  FEES  475.20
A & T & T MOBILITY  SERVICE  448.44  LUETZ, JUSTIN  REIMB  100.00
A-1 PORTABLE TOILET  RENT  2,475.00  M & T FIRE AND SAFETY  SUPPLIES  145.84
A1 CLEANING AND RESTORATION  SERVICE  1,466.96  MJ LANS  CONSTR  15,065.90
ABE, JACKIE  REIMB  13.93  MAAS CONSTRUCTION  SUPPR  2,255.32
ACTIVE HEATING, INC.  SUPPLIES  132.12  MAC'S INC.  SUPPLIES  309.30
ADVANCE AUTO PARTS  PARTS  25.84  MACKSTEEL WAREHOUSE INC.  SUPPLIES  93.96
AGRI-TECH  FEED  960.60  MAGIC MILE TRAVEL, INC.  TRAVEL  908.38
AIROCO INC.  FEES  2,460.00  MAHOWALD'S HARDWARE & RENT  SERVICE  358.26
ALIEE, JAMIE  REIMB  40.25  MALLOY ELECTRIC BEARING S  SUPPLIES  472.74
ALFA LAVAL ASHBOURK SIMON-  PARTS  512.30  MARK'S AUTO  SERVICE  110.00
ALTERATIONS BY CARLA  FEES  112.00  MATHISON TRI-GAS, INC.  SUPPLIES  159.34
AMERICAN ENGINEERING TESTI  SUPPLIES  5,878.90  MCKEEVER, INC  SUPPLIES  62.40
ANDOR INC.  SERVICE  4,990.64  MEDICARE & REHCUPMENT  SERVICE  1,049.95
AP AUTO PROS, INC.  SERVICE  145.19  MENARD'S  SUPPLIES  2,748.58
APPLIED INDUSTRIAL TECHNL  PARTS  119.35  MENNENGA, SHELA  REIMB  60.00
AQUATIC DESIGN SOLUTIONS,  SERVICE  4,540.00  MERTZ FENCING  SUPPLIES  5,644.82
ARAMARK UNIFORM SERVICES,  SERVICE  478.74  METRO FIRE  EQUIP  2,879.51
ASSOCIATED SUPPLY COMPANY  SUPPLIES  3,828.60  MICRO MARKETING ASSOCATE  SUPPLIES  541.25
AUTOMATIC BUILDING CONTROL  SERVICE  347.00  MICROLOGY LABORATORIES  SUPPLIES  330.05
B & B ULTRA KLEAN  SERVICE  40.00  MIDCONTINENT COMMUNICATION  SERVICE  876.80
BAKER & TAYLOR  SUPPLIES  7,154.76  MIDWEST AG SUPPLY, L.L.C.  SUPPLIES  1,979.94
BANNER ASSOCIATES INC.  FEES  16,545.00  MIDWEST ALARM COMPANY, INC  SERVICE  737.00
BATTERIES UNLIMITED, INC.  SUPPLIES  8.00  MIDWEST LABORATORIES INC.  SUPPLIES  2,293.55
BAUMAN, TAMMY  REIMB  641.42  MIDWEST MINI MILTS  FOOD  630.00
BURNS GROUP  SERVICE  800.00  MIDWEST TAPE  SUPPLIES  450.39
BOUND TUEW MEDICAL LLC  SUPPLIES  1,644.87  MIDWEST TURF & IRRIGATION  PARTS  627.66
BRENDEN, JARED  SUPPLIES  550.00  MILBANK COMMUNICATIONS, INC.  SERVICE  979.95
BRIAN'S GLASS INC.  SERVICE  225.00  MILLER ELECTRIC, INC.  SERVICE  1,659.57
BRODART INC.  SUPPLIES  155.00  MILLER, JOHN  SERVICE  65.00
BUCHELZ, KEN  TRAVEL  183.00  MILLER, WENDY  REIMB  16.98
BULLET SPORTSWEAR AND GRAP  SUPPLIES  30.00  MITCHELL, CRAIG  REIMB  24.67
BUNCHATZ CONSTRUCTION CO,  CONSTR  28,474.84  MN BUREAU OF CRIMINAL APPR  SUPPLIES  5.76
BUREAUAU OF ADMINISTRATION  SERVICE  193.95  MOPHIL CO, INC.  SERVICE  1,006.25
C & S Pest Control  SERVICE  130.00  MOORE, BEV  TRAVEL  95.83
CALIBER CREATIVE  SERVICE  105.00  MORE THAN WORDS  SERVICE  190.00
CAROLINA SOFTWARE, INC.  SERVICE  300.00  MULLIN, MIKE  REIMB  70.00
CARQUEST AUTO PARTS  PARTS  439.59  MUNICIPAL UTILITIES  SERVICE  124,899.44
CARTNEY BEARING CORPORATO  SUPPLIES  10.52  NBS CALIBRATIONS  SERVICE  300.00
CASHWAY LUMBER INC.  SUPPLIES  705.40  NSDWR  DUES  215.00
CBA LIGHTING & CONTROLS, I  SUPPLIES  566.50  NEVE'S UNIFORMS & EQUIPMEN  SUPPLIES  65.45
CENTER POINT LARGE PRINT  BOOKS  162.29  NORDEN WELDING & MACHINE  SERVICE  64.76
CENSURY BUSINESS PRODUCTS  SERVICE  289.85  NORTH CENTRAL LAB OF W,  SUPPLIES  614.64
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CENTURYLINK  SERVICE  503.63  NOVEL DATA, LLC  SUBSC  30.00
CENTURYLINK  SERVICE  140.36  NSI SOLUTIONS INCORPORATED  SERVICE  167.90
CENTURYLINK  SERVICE  68.68  O'DAY EQUIPMENT CO. INC.  PARTS  709.69
CENTURYLINK  SERVICE  1,440.78  O'NEILL, DELORES  REIMB  90.00
CHAMPION WATER SYSTEMS, IN  TRAVEL  43.50  OFFICE PEPSI, INC.  SUPPLIES  2,970.30
CHEMTRACICS, INC.  SUPPLIES  2,030.88  OILC CO, INC.  SUPPLIES  85.00
CHIEF SUPPLY CORPORATION  PARTS  207.55  PEARSON GOLF MANAGEMENT,LL  REIMB  6,832.86
CHILDRENS MUSEUM OF SOUTH DA  FEES  114.00  PEFNWORTHY COMPANY  SUPPLIES  421.13
CIRCLE SIGMA  SUPPLIES  525.00  PEPSI  FOOD  514.99
CK TRUCK & TRAILER REPAIRS  SERVICE  3,095.07  PEIX PLUS  SUPPLIES  49.17
CLARK COUNTY AMBULANCE  SERVICE  440.40  PEIX, JIM  REIMB  500.00
CLUBHOUSE HOTEL & SUITES -  TRAVEL  228.00  PIZZA RANCH  FOOD  43.97
COCA COLA BOTTLING COMPANY  FOOD  2,172.90  POLICE PETTY CASH FUND  CASH  260.04
CODINGTON CLARK ELECTRIC C  SERVICE  603.80  PRAIRIE LAKES HEALTHCARE  SUPPLIES  74.00
CODINGTON CO CLERK OF COURTS  FEES  19.71  PREMIER SPECIALTY VEHICLES  EQUIP  183,493.00
CODINGTON CO REGISTER OF D  FEES  361.00  PRESTIGE FLAGS  SUPPLIES  527.12

OFFICIAL PROCEEDINGS
CITY COUNCIL, CITY OF
WATERTOWN, SOUTH DAKOTA

August 5, 2013
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<td>TRUSTED OUTLINER, INC. SUPPLIES</td>
<td>20,020.00</td>
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<td>270.00</td>
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Motion by Tupper, seconded by Mantey, to approve a $5,000 contribution in the 2014 Budget for Critical Incident Training. Motion carried.

Motion by Rieffenberger, seconded by Danforth, to approve the agenda as presented. Motion carried.
This being the time scheduled for the public hearing on the application for a new package (off-sale) malt beverage and SD farm wine license to Spies Corporation, d/b/a Cowboy Country Stores #1, 305 10th St. NW, Lots 15-16 & 22-28 Blks 15 & 16 Davis Addition, the Mayor called for public comment. Hearing no comment from the public, motion by Wilkins, seconded by Meisenheimer, to approve the application as presented. Motion carried.

This being the time scheduled for the public hearing on the application for a new package (off-sale) malt beverage and SD farm wine license to Spies Corporation, d/b/a Cowboy Country Stores #2, 504 9th Ave. SE, Lots 9-11 lying E of Hwy & all vacated alley, Lots 12-15 lying E of Hwy, Lot 16 & vacated alley, Blk 4 Davlins Addition, the Mayor called for public comment. Hearing no comment from the public, motion by Albertsen, seconded by Mantey, to approve the application as presented. Motion carried.

Ordinance No. 13-17 amending zoning district boundaries by rezoning 910 1st Ave SW from C-3 Highway Commercial District and R-4 Manufactured Home Residential District to C-2 Local Commercial District was placed on its second reading and the title was read. This being the time scheduled for the public hearing on Ordinance No. 13-17, the Mayor called for public comment. Hearing no comment from the public, motion by Rieffenberger, seconded by Tupper to approve Ordinance No. 13-17 as presented. Motion carried.

Ordinance No. 13-19 amending zoning district boundaries by rezoning a portion of 1010 4th Ave SW from C-3 Highway Commercial District to I-1 Light Industrial District was placed on its second reading and the title was read. This being the time scheduled for the public hearing on Ordinance No. 13-19, the Mayor called for public comment. Hearing no comment from the public, motion by Mantey, seconded by Tupper to approve Ordinance No. 13-19 as presented. Motion carried.

Ordinance No. 13-15 amending sections 3-0202 and 3.0401 regulating rabies vaccination of dogs and cats within and for the City of Watertown was placed on its second reading and the title was read. This being the time scheduled for the public hearing on Ordinance No. 13-15, the Mayor called for public comment. Hearing no comment from the public, motion by Meisenheimer, seconded by Danforth to approve Ordinance No. 13-15 as presented. Motion carried.

Ordinance No. 13-16 amending zoning district boundaries by rezoning a portion of Willow Creek Village from C-3 Highway Commercial to R-3 Multi-Family Residential District was placed on its first reading and the title was read. No action taken.

Motion by Buhler, seconded by Solum, authorizing the Mayor to sign a development agreement for Prairie’s Edge Addition. Motion carried.

Motion by Meisenheimer, seconded by Tupper, to approve the appointments to fill vacancies on City Boards and Commissions. Motion carried.

Motion by Solum, seconded by Buhler, to approve the Mayor’s City Council assignments. Motion carried.

Motion by Buhler, seconded by Meisenheimer, to authorize the Finance Officer to pay the insurance premiums for building, contents and equipment property damage, and equipment breakdown (boiler & machinery) in the amount of $90,653. Motion carried.

Motion by Mantey, seconded by Danforth, to approve a three year banking services agreement with Great Western Bank. Motion carried.

Motion by Albertsen, seconded by Rieffenberger, authorizing the Mayor to sign a grant agreement with the Department of Environment and Natural Resources for the Landfill Cell #5 Construction Project in the amount of $296,400. Motion carried.
City Engineer Tom Drake presented the tabulation of bids received for the Sidewalk Accessibility Improvement Project. Bids were opened at 10:00AM on July 19, 2013 and are as follows: Burchatz Construction Company $256,311.50 total bid. Motion by Rieffenberger, seconded by Tupper, to reject all bids for the Sidewalk Accessibility Improvement Project due to the bid being over budget. Motion carried.

Motion by Danforth, seconded by Buhler, to approve Change Order No. 1 (final) for the Uptown Alley Reconstruction Project increasing the contract amount by $3,528.93. Motion carried.

Motion by Tupper, seconded by Roby, to approve Change Order No. 2 for the Main Fire Station Remodel increasing the contract amount by $17,317.00. Motion carried.

Motion by Buhler, seconded by Mantey, to approve the permitted encroachment agreement with the South Dakota Department of Transportation for the Event Center. Motion carried.

Motion by Meisenheimer, seconded by Solum, authorizing the Street Department to advertise for bids for 2013 Crack Sealing. Motion carried.

Motion by Mantey, seconded by Rieffenberger, authorizing the Street Department to advertise for quotes for 2013-2014 snow removal season. Motion carried.

Motion by Buhler, seconded by Danforth, authorizing the Mayor to sign a Truancy Agreement with the Watertown School District for the 2013-2014 school year. Motion carried.

Street superintendent Mike Rye gave an update on the Seal Coat program. No action was taken.

Motion by Tupper, seconded by Meisenheimer, to adjourn until 4:30 PM on Monday, August 19, 2013. 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, the 5th day of August, 2013.

ATTEST:

__________________________  __________________________
Rochelle Ebbers, CPA   Steve Thorson
Finance Officer    Mayor
APPLICATION FOR LICENSE

INSTRUCTIONS: File this application and the amount of your license fee with the City Finance Officer. All licenses, except those issued under 812.0203 and 812.0206 expire December 31, each year, and applications for renewal should be filed with the City Finance Office, PO Box 910, Watertown, SD 57201 before December 1st.

City of Watertown, County of Codington, State of South Dakota

To the Honorable Mayor and City Council:

Application for license to engage in the business of ___________ Gas Fitter

at the following location _______ Watertown, SD

For the period of ___________ 2013 ________ Fee: $ ________ 50

Business Name: ___________ Frierer Plumbing and Heating ___________ New ___ Renewal ______

Address: ___________ 4101 S. Minnesota Ave. ________

City, State, Zip: ___________ Sioux Falls, SD 57105________

Phone #: ___________ (605) 338-6321 ______

State Sales Tax License #: ___________ 1015-0112-57 ________

Insurance Company: ___________ Howard and McDowell ______

Policy #: ________

Insurance Certificate Attached: ___ Yes ___ No

Vehicle Inventory Attached: ___ Yes ___ No

Print Name of applicant ___________ Gregory Van Zee ___________

Signature of applicant: ________ Date: ___________ 05/13/13 ________

TYPES:

Yearly: 11.0407 - Commercial Garbage Hauler
11.0201 - Liquor Establishment
5.0510 - Sign Installer
17.0501 - Liquid Waste Hauler
21.1006 - Mobile Home Courts
12.1502 - House Moving Business

Temporary: 12.0203 - Transient Merchant
12.0206 - Solicitation Ordinance

For City Office Use Only: Applicant is hereby approved:

Department Head

City Council Approved on: Finance Officer

Fee Paid $ Treasury Receipt No. License or Permit No.________

01/2011 - revised
F:\LICENSES\BUSINESS\LICENSE APPLICATION
Request for City Council Action

TO: City Council
THROUGH: Steve Thorson, Mayor
FROM: Sarah Caron, Assistant City Engineer
MEETING DATE: August 19, 2013
SUBJECT: Willow Creek Village – Rezone

Petitioner: Glacial Lakes Capital, LLC (Don Endres)

Background: Petitioner is requesting approval of this rezone to provide more residential development in lieu of the large commercial development previously requested. The Preliminary Plan (2013) for Willow Creek Village was approved on July 18, 2013. The previously approved zoning (2011) will stay in effect for the commercial and mixed use development along Willow Creek Drive.

Facts:

1. Preliminary plan was approved by the Plan Commission on December 7, 2011 with commercial zoning located in all but the very south-southwest corner. (PC Resolution 2011-28).

2. Zoning was approved by the Plan Commission and City Council on December 19, 2011 (CC Ordinance 11-31).

3. Zoning Designation:
   a. Proposed Zoning Designation:
      - C-3 Highway Commercial (Mixed Use)  Block 1, 2 and N270’ of Block 4 (unchanged).
      - R-3 Multi-Family Residential  Block 2, 3, south portion of 4 and 5
   b. Adjacent Zoning Designation:
      - C-3 Highway Commercial  west, northwest and southeast
      - R-3 Multi-Family Residential  west
      - PUD Planned Unit Development  southwest
      - A-1 Agricultural (city and county)  south and north

4. Minimum Lot Requirements: R-3 (duplex)  R-3 (triplex)
   a. Min. Lot Area: 10,000 sf 7,500 sf
   b. Min. Lot Width: 85 ft 100 ft
   c. Min. Front Yard: 25 ft 30 ft
   d. Min. Side Yard: 9 ft 10 ft
   e. Min. Rear Yard: 25 ft 25 ft

6. All minimum lot requirements can be met.

7. Assessments:
   a. Park Dedication: 5% of all residential areas or cash (Park Ordinance 14.0120). On June 25, 2013 the Park Board voted to accept Outlot ‘A’ East to be kept in natural state to meet Park Dedication requirement.
   b. Willow Creek Pro-Rata Cost Share may be required to be paid before platting.

Recommendation: Staff recommends approving the request.

Action: City Council decision on Ordinance 13-16 (Rezone)
<table>
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<tr>
<th>Date</th>
<th>Event Description</th>
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<tbody>
<tr>
<td>08/19/13</td>
<td>City Council – Second Reading and Public Hearing</td>
</tr>
<tr>
<td>08/05/13</td>
<td>City Council – First Reading</td>
</tr>
<tr>
<td>07/18/13</td>
<td>Plan Commission Public Hearing</td>
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<td>06/20/13</td>
<td>Plan Commission Public Hearing  <em>no quorum</em></td>
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**Future:**
- 08/24/13 Published – *if approved*
- 09/13/13 Effective
ORDINANCE 13-16

An Ordinance Amending Zoning District Boundaries by Rezoning a portion of Willow Creek Village from C-3 Highway Commercial to R-3 Multi-Family Residential District

BE IT ORDAINED by the City of Watertown, upon examination of the Petition to Change Zoning by owner, Donald L. Endres of Glacial Lakes Capital, LLC, of the real property legally described as:

That portion of Outlot 6 of the plat entitled: “Outlots No. 4, 5 and 6 in the Southwest Quarter of Section 33, Township 117 North, Range 52 West of the 5th P.M., Codington County, South Dakota,”

as shown and described on the attached Exhibit “A” as: Lots 1 thru 7 Block 3, Lots 1 thru 16 Block 2 and Lots 7 and 8 Block 4, including adjacent Right of Way, less all that portion of Blocks 2, 3 and 4 already zoned “R-3 Multi-Family Residential District.

and based on the report and recommendation of the City Plan Commission in its Resolution 2013-20, that the property described above be, and is hereby, rezoned from the existing designation of C-3 Highway Commercial District, pursuant to Watertown Revised Ordinance §21.28, to R-3 Multi-Family Residential District, pursuant to Watertown Revised Ordinance §21.20.

BE IT FURTHER ORDAINED that the new zoning designation referenced above include all adjacent public rights-of-way.

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

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

I certify that Ordinance 13-16 was published in the Watertown Public Opinion, the official newspaper of said City, on the 24th day of August, 2013.

Rochelle M. Ebbers, CPA

First Reading: August 5, 2013
Second Reading: August 19, 2013
Published: August 24, 2013
Effective: September 13, 2013

Attest:

__________________________
Rochelle M. Ebbers, CPA
Finance Officer

_____________________________
Steve Thorson
Mayor

City of Watertown
Willow Creek Village - Preliminary Plan 2
Request for approval of preliminary plan and rezoning
of interior property from C-3 to R-3

1 inch = 300 feet

Rezone area from C-3 to R-3
(Phase 1)

Rezone area from C-3 to R-3
(Phase 2)

Zoned C-3

Zoned R-3
STATE OF SOUTH DAKOTA
COUNTY OF CODINGTON

PETITION TO CHANGE ZONING

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

1. Your Petitioner, Donald L. Endres, of Glacial Lakes Capital, LLC, respectfully requests that the following described real property in the City of Watertown, Codington County, South Dakota, be re-zoned from its current designation as “C-3 Highway Commercial District” to “R-3 Multi-Family Residential District”.

That portion of Outlot 6 of the plat entitled: “Outlots No. 4, 5 and 6, in the South-West Quarter of Section 33, Township 117 North, Range 52 West of the 5th P.M., Codington County, South Dakota,” as shown on the attached Exhibit “A” also described as: “Lots 1 through 7 Block 3, Lots 1 through 16 Block 2, Lots 7 & 8 Block 4, that portion of the West Half of the Road Right of Way for 22nd Street East adjacent to said Lots 13 through 16 of Block 2, that portion of the North Half of the Road Right of Way for 2nd Avenue South adjacent to Lots 11 through 13 Block 2, that portion of the South Half of the Road Right of Way for 2nd Avenue South adjacent to Lot 8 Block 4 and Outlot “A” all within the proposed plat entitled: ‘Willow Creek Village First Addition to the Municipality of Watertown, in the County of Codington, South Dakota,’ less all that portion of said proposed addition previously zoned “R-3 Multi-Family Residential District.”

2. Petitioner is the owner of record of the above-described real property.

3. Aforementioned property is in the process of being platted for future development.

4. The following Exhibit is attached hereto and is by reference incorporated as part of this Petition:

   Rezone Exhibit A- Willow Creek Village

WHEREFORE, PETITIONER REQUESTS that the City Council of Watertown, South Dakota adopt an ordinance re-zoning the above-referenced real property as petitioned above.

Dated this 31 day of MAY, 2013.

Donald L. Endres, of Glacial Lakes Capital, LLC.
State of South Dakota)  
County of Codington )

On this the 31st day of May, 2013, before me, the undersigned officer, personally appeared Donald L. Endres, known to me or satisfactorily proven to be the person who signed the foregoing PETITION.

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

[Signature]
Notary Public (SEAL)

My Commission Expires: 9-28-2018
Request for City Council Action

TO:                             City Council
FROM:                           Sarah Caron, Assistant City Engineer
MEETING DATE:                   August 19, 2013
SUBJECT:                        Vacation of Utility Easement in Lot B Palm Subdivision

Petitioner: Watertown Development Company, Owner
Background: Petitioner requests approval of Utility Vacation

Facts:

• Application for vacation was received on July 23, 2013
• Local Utility companies were notified of the request on July 29th and asked to respond in writing by August 16, 2013.
• No objections were received.
• In accordance with South Dakota Codified Laws, public notice of the vacation request and public hearing thereof was published in the Watertown Public Opinion newspaper on July 27, 2013 and August 3 2013.

Action:

1. Public Hearing
2. City Council Action – Resolution 13-21
RESOLUTION 13-21

A Resolution Vacating a Utility Easement in Lot B, Palm Subdivision

WHEREAS, Petition for Vacation of Easement, has been presented to the City Council of the City of Watertown, South Dakota, said easement petitioned for vacation is described as:

The utility easement within Lot B, Palm Subdivision to the Municipality of Watertown, Codington County, South Dakota;

WHEREAS, Watertown Development Company, the owner(s) of all real property abutting the described easement, has signed the Petition for Vacation of Easement indicating that they have reviewed the Petition and consent to the vacation of easement described in the Petition;

WHEREAS, the Utility companies operating within the City of Watertown, South Dakota, have been notified of said vacation request, and have expressed no objection to the City Council approval thereof;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Watertown, South Dakota, that the utility easement described in the Petition be, and is hereby, declared vacated.

AND BE IT FURTHER RESOLVED that this Resolution shall be published, and upon taking effect, the Finance Officer is authorized to note the vacation of the easement on the City records and record this Resolution with the office of the Register of Deeds of Codington County.

Dated at Watertown, South Dakota, this 19th day of August, 2013.

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

I hereby certify that Resolution 13-21 was published in the Watertown Public Opinion, the official newspaper of said City, on the 24th day of August, 2013.

Attest:

City of Watertown

_____________________________   Steve Thorson
Rochelle M. Ebbers, CPA    Mayor
Finance Officer
PETITION FOR VACATION OF A UTILITY EASEMENT ADJACENT TO Lot 6 of the Plat entitled: "Industrial Addition to the City of Watertown, being formerly a portion of Industrial Lot 2, a part of Section 23, Township 117 North, Range 53 West of the 5th P.M., Codington County, South Dakota", according to the recorded plat thereof

AND ADJACENT TO

Lot 2 of Palm 2nd Subdivision

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

The undersigned, being the owner(s) of all the real property abutting both sides of an easement hereinafter described, hereby petitions the City Council of Watertown, South Dakota, to vacate said easement pursuant to the statutes in such cases made and provided, particularly SDCL 9-45-7, et seq., and said Petitioner respectfully shows and represents the following:

1. The easement sought to be vacated is described as follows:

   Lot B of the Plat entitled: "Palm Subdivision to the City of Watertown, being formerly Lots 4 & 5 of the Plat Entitled Industrial Addition to the City of Watertown", Codington County, South Dakota, according to the recorded plat thereof.

   Currently known as 315 Airport Drive, Watertown, SD 57201.

2. A drawing of the easement proposed to be vacated is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

3. Pursuant to SDCL 9-45-7, this petition is being submitted because portions of the above-described easement currently lie beneath the building.

4. Brief History: According to Abstract of Title, the property described was transferred to the Watertown Development Company on October 28, 1987 by Quit Claim Deed from the City of Watertown for the purpose of constructing a building for Angus Industries. The original building was 40,000 ft² in 1988 and an addition of 50,000 ft² was added to the South in 1992, another addition to the South in 1997 of 23,050 ft², an addition to the North in 1998 of 31,250 ft² and one last addition to the building was added in 2002 of 21,000 ft² to the south west. Appraisals completed in 1997 and 2002, revealed that during the expansions in 1997 and 1998, those two additions were constructed over the easement. Documentation acquired from Watertown Municipal Utilities Supt. Mike Krumm, dated February 13, 1997, shows that the easement is for electric, and your
Petitioner warrants and represents that Municipal Utilities has no objection to this petition being granted.

WHEREFORE, Petitioner respectfully requests that the governing body of the City of Watertown, South Dakota, order this Petition filed with the City Finance office and direct that notice of the time and place when the Petition will be considered be given by publication once each week for two successive weeks, with the final publication being a minimum of 10 days prior to the public hearing; and, that upon said hearing the governing body adopt a resolution vacating said easement, all according to the law in such cases being provided, and particularly under SDCL 9-45-7, et seq.

Dated at Watertown, South Dakota, this _____ day of ____________, 2013.

By

[Signature]
Executive Director
Watertown Development Company

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

On this the 19th day of July, 2013, before me, the undersigned agent, personally appeared Craig Atkins known to me or satisfactorily proven to be the Executive Director whose name(s) are subscribed to within this instrument and acknowledged that he executed the same for the purposes therein contained.

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

[Signature]
Notary Public

My Commission Expires: 5/14/18
Vacation of Utility Easement in Lot B, Palm Subdivision (Airport Industrial Park)
DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE and entered into this _____ day of ______________ 2013, by and between Watertown Crop Nutrients, LLC, Terry Nelson, Agent, 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(s) certifies they are the owner(s) of a tract of land described as “Northeast Quarter and the North 533’ of the Southeast Quarter of Section 12, T116N, R53W of the 5th P.M., Codington County, South Dakota, less the following: road right of way; Lot A of Northeast Quarter; the North 133’ of the West 75’ of the East 216.5’ of the said Northeast Quarter; Lot 3 of Pelican View Addition; Lots 1, 2 and 3 of the Subdivision of Krull’s Outlots; Right of Way of the South Dakota Central Railway Company (now the Great Northern Railway Company); and a 66’ strip of land adjacent to the Great Northern Railway Company’s Right-of-Way” in City of Watertown, Codington County, South Dakota which upon platting shall be known as:

“Watertown Crop Nutrients, LLC Addition to the Municipality of Watertown, in the County of Codington, South Dakota.”

and that he or she has the legal authority to enter into this agreement.

2. Developer has caused the Plat of said property; and

3. A copy of the plat drawing is attached hereto and incorporated by reference; and

4. City subdivision regulations require that all infrastructure improvements essential to the proper development of any subdivision, or portion thereof, be completed by the Developer; and

5. City subdivision regulations require, as a prerequisite to the approval of a plat, written assurances from the Developer fixing responsibility for the required improvements; and

B. DEVELOPER’S OBLIGATIONS AND IMPROVEMENTS REQUIRED

1. GENERAL

   a. Developer agrees to install, or cause to be installed, the following subdivision improvements: street base and surface, water lines, sanitary sewer, storm sewer and drainage, sidewalk/trail; and all other improvements necessary to develop the area in accordance with the Subdivision Regulations, Engineering Design Standards and Specifications, Zoning Ordinance, and all
other applicable ordinances of the City. All public improvements shall be installed in accordance with the Construction Plans filed with and approved by the City Engineer.

b. A cost estimate of all required improvements is attached as Exhibit A.

c. Unless otherwise noted, required improvements will be accepted as dedications to, and shall become the property of the City, when completed to City standards to the satisfaction of the City Engineer.

2. STREETS

a. The following streets are included in the required improvements:

   1) 20th Avenue South from 7th Street West to Great Northern Railroad (Rural Industrial Section)

3. SANITARY SEWER

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

b. The Developer may be allowed to use separate Holding Tanks if the buildings are located more than 200 feet from the existing sanitary sewer on the 20th Avenue South. When the sanitary sewer is constructed on 7th Street West all buildings served with holding tanks and located within 200 from said sewer shall connect and pay their prorated share of said sanitary sewer.

4. STORM SEWER AND DRAINAGE

a. Developer shall construct, or cause to be constructed, to City standards, all storm sewers, catch basins, drop inlets, culverts, drainage-ways and other related and required drainage improvements.

b. Developer shall comply with City Stormwater regulations found in Title 23 of the City Ordinances.

c. Major drainage improvements shall be constructed during the first phase of the development including, but not limited to the detention and retention basins and necessary downstream improvements.

d. The City retains the right to periodically inspect the detention/retention basins. Should maintenance and/or repair work not be completed in a timely manner to the City Engineer's satisfaction, the City shall have the authority to complete said work and charge all reasonable costs, including but not limited to engineering, administration costs and legal costs.

e. The retention/detention basins and drainage easements shall remain in the sole ownership and responsibility of Developer, his heirs, successors and assigns, and future owners, even if the basins are located within easements for access or maintenance.

5. MUNICIPAL UTILITIES

a. Developer will, prior to installation, coordinate with the Watertown Municipal Utilities Department to ensure that the electric, natural gas, and water supply utilities are installed according to policies and standards established by the Department.

b. Developer shall install, or cause to be installed, water services to the property line for each lot
so served.

6. GRADING AND EROSION CONTROL
   a. No grading or other improvements shall take place until such time that a Stormwater Pollution Prevention Plan (SWPPP) is completed and approved by the City Engineer and a General Permit for Stormwater Discharges Associated with Construction Activities is obtained from the State DENR.
   b. Developer shall implement the Erosion Control Plan approved by the City Engineer. Developer agrees to maintain the erosion control devices and employ additional measures as necessary if the installed measures fail to retain soil on the site, until such time as the site is fully stabilized.
   c. Developer acknowledges that substantial fill and grading will be required for development of the individual lots within the subdivision, and intends to pass the responsibility for fill and grade onto the owners of individual lots who will perform the necessary work in conjunction with building permit issuance. Developer will instruct each new lot owner of his or her responsibility.
   d. All structures built within the subdivision must comply with the National Flood Insurance Program requirements. Lowest floor elevations, including basements and crawlspaces must be elevated at least one foot above the base flood elevation.
   e. Development along shoreline must comply with FEMA regulations.

7. SIDEWALKS AND RECREATION TRAIL
   The City requires Developer's to install sidewalks or trails in all public right-of-ways adjacent to all lots. Since there are no sidewalks or trails either adjacent or nearby on either 20th Avenue South and/or 7th Street West, the Developer agrees to pay their pro-rata share for any future installation and shall sign a waiver-of-right to protest included in this agreement.

8. PARK DEDICATION
   Park Dedication is not required for Industrial Zoned property.

C. GENERAL PROVISIONS
   1. All required improvements shall be installed to the satisfaction of the City Engineer within five (5) years of the date this instrument is recorded with the Codington County Register of Deeds. Notwithstanding any contrary provision in either statute or ordinance, including those relating to the passage of time, Developer acknowledges and agrees that all terms and conditions contained herein shall remain a continuing obligation until satisfaction or completion.
   2. City may undertake any legal or equitable action available to enforce the provisions of this agreement in addition to any other remedy provided herein. In the event the City is required to undertake any action to enforce the terms of this agreement or its subdivision regulations in connection with this agreement, the Developer, their heirs, assigns or successors in interest agree the City may recover its reasonable expenses, including attorney's fees incurred with respect to such action.
   3. Developer acknowledges the City has the power to make assessments for local improvements on property adjoining or benefited thereby, to collect same in the manner provided by law, and to fix, determine and collect penalties for nonpayment of any special assessment. The Developer agrees that if at any time in the future the City determines it is necessary or desirous to install
aggregate base and grading, geo-textile fabric, concrete curb & gutter, bituminous paving, sidewalk, sanitary sewer and services, water main and services within or adjacent to the subdivision through an assessed project, the Developer or its heirs, assigns, or successors in interest, waive any right to object to such assessed project as allowed under state law in consideration for final approval of the subdivision plat without the immediate installation of said improvements. It is understood by the Developer that the City’s primary consideration for granting approval of the subdivision plat on the herein described property and its forbearance from requiring Developer to immediately install aggregate base and grading, concrete curb and gutter, bituminous pavement, sidewalk, sanitary sewer and services, water services is the Developer’s covenant and promise to waive any objection to the assessed project and it’s consent to the assessed project.

4. All of the terms and conditions herein shall extend to and be binding upon the heirs, assigns, or successors in interest of the Developer, and are to be deemed a covenant running with the above described property. Furthermore, it is agreed that, in accepting title to the above described property any grantee, heir, assign, or successor in interest to the undersigned expressly agrees to be bound by the terms of this agreement which shall, upon its execution, be recorded with the Codington County Register of Deeds Office contemporaneously with the plat and pursuant to the provisions of South Dakota law.

5. Should any section or provision of this agreement be declared invalid for any reason whatsoever by any court, such invalidity shall not affect any other section or provision of this agreement in the event such remaining provisions can be given effect without those sections having been declared invalid.

6. This agreement shall be construed according to the laws of the State of South Dakota. No modification or amendment to this agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

D. MAINTENANCE AND ACCEPTANCE

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

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

3. Final Acceptance of Improvements
   After the Developer deems that all the street and utility improvements have been completed and has placed the final lift of asphalt, the Developer will notify the City in writing that the street is completed. The City Engineer will then inspect all the improvements and inform the Developer of
any deficiencies. And those deficiencies shall be remedied by the Developer at the Developer’s expense. Prior to final acceptance the Developer shall furnish a complete set of “As-Built” drawings in AutoCAD format to the City Engineer. Upon the recommendation of the City Engineer, the City will then issue a Certificate of Completion noting any deficiencies and setting a date as to when the one (1) year warranty will end.

4. Developer’s Warranty Responsibilities

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

Terry Nelson

Address
Watertown, SD, 57201

Phone: (605)

Attest: _______________________________
Rochelle M. Ebbers
Finance Officer

State of South Dakota )
County of Codington )

On this the ___ day of _____________, 2013, before me, the undersigned officer, personally appeared _____________ known to me or satisfactorily proven to be the person(s) 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

State of South Dakota )
County of Codington )

On this the ___ day of _____________, 2013, before me, the undersigned officer, personally appeared _______ and Rochelle M. Ebbers, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Watertown, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City by themselves as Mayor and Finance Officer.

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

______________________________
Notary Public

Page 6 of 6
Development Agreement for the Plat of Watertown Crop Nutrients, LLC Addition
Plat of Watertown Crop Nutrients, LLC Addition to the Municipality of Watertown, in the County of Codington, South Dakota.

Tract is located in the Northeast Quarter and the North 33' of the Southeast Quarter of Section 12, T110N, R63W of the 5th P.M., Codington County, South Dakota, less the following:

Road Right of Way:
Lot A at the Northeast Quarter:
The North 133' of the West 75' of the East 216' of said Northeast Quarter;
Lot 3 of Pelican View Addition;
Lots 1, 2 and 3 of the Subdivision of Knut's Outlet;
Right-of-Way of the South Dakota Central Railway Company (now the Great Northern Railway Company); and
A 66' Strip of land adjacent to the Great Northern Railway Company's Right-of-Way:

Bearings are Based on Assumed Datum.

July 2013
Scale: 1"=300'
- Property Pin Rec.
- Property Pin Set
Tract Contains 170.13 Acres.

Buried Electric Line

Prepared by:
AASON ENGINEERING COMPANY, INC.
1077 5th St SE
Watertown, SD
Telephone 665-865-2371

Registered Land Surveyor
PROPRIETOR'S CERTIFICATE

Watertown Crop Nutrients LLC, of 710 20 Avenue SW, Watertown, South Dakota 57201, owner of the Northeast Quarter and the North 533' of the Southeast Quarter of Section 12, Township 116 North, Range 53 West of the 5th P.M., Codington County, South Dakota, less the following:

   Road Right of Way;
   Lot A of the Northeast Quarter;
   The North 133' of the West 75' of the East 216.5' of said Northeast Quarter;
   Lot 3 of Pelican View Addition;
   Lots 1, 2 and 3 of the Subdivision of Krull's Outlot;
   Right-of-Way of the South Dakota Central Railway Company (now the Great Northern Railway Company);
   and a 66' strip of land adjacent to the Great Northern Railway Company's Right-of-Way.

does hereby certify that said company has caused a portion of the above described property to be surveyed and platted into a parcel of land hereafter to be known as:

"Watertown Crop Nutrients, LLC Addition to the Municipality of Watertown, in the County of Codington, South Dakota."

and that Watertown Crop Nutrients LLC has caused the same to be platted as shown on the accompanying plat. Watertown Crop Nutrients LLC further certifies that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations.

In witness whereof Watertown Crop Nutrients LLC has caused these presents to be executed this _____ day of ____________, 2013.

__________________________________________
Representative,
Watertown Crop Nutrients LLC

State of South Dakota)

)ss

County of ____________

On this the _____ day of ____________, 2013, before me, personally appeared
__________________________________________
, of Watertown Crop Nutrients LLC, known to me or satisfactorily proven to be the
person whose name is subscribed to the within instrument and who acknowledged that he/she executed the
foregoing instrument for the purposes therein contained.

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

__________________________________________
My Commission Expires: _________________

Notary Public, South Dakota
SURVEYOR'S CERTIFICATE

I, Rodney S. DeJong, a Professional Engineer and Registered Land Surveyor in the State of South Dakota, do hereby certify that at the instance and request of Watertown Crop Nutrients LLC, owner of the aforementioned property, did on or before July 23, 2013 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 into:

“Watertown Crop Nutrients, LLC Addition to the Municipality of Watertown, in the County of Codington, South Dakota.”

I hereby set my hand this 31st day of July, 2013.

HIGHWAY/STREET AUTHORITY'S CERTIFICATE

I certify that a written agreement as to the access from the lots included in the plat of “Watertown Crop Nutrients, LLC Addition to the Municipality of Watertown, in the County of Codington, South Dakota.” onto the city public street right-of-way for 20th Avenue South and has been executed by the proprietor and the appropriate street and/or highway authorities.

Dated this____ day of_________________, 2013 A.D.

Thomas W. Drake, PE, City Engineer

HIGHWAY/STREET AUTHORITY'S CERTIFICATE

I certify that a written agreement as to the access from the lots included in the plat of “Watertown Crop Nutrients, LLC Addition to the Municipality of Watertown, in the County of Codington, South Dakota.” onto the public street right-of-way for 20th Avenue South and has been executed by the proprietor and the appropriate street and/or highway authorities.

Dated this____ day of_________________, 2013 A.D.

Rick Small, Codington County Highway Superintendent

CITY FINANCE OFFICER'S CERTIFICATE

I, the duly appointed, qualified and acting City Finance Officer of the City of Watertown, South Dakota, hereby certify that all special assessments, which are liens upon any land shown in the plat of: “Watertown Crop Nutrients, LLC Addition to the Municipality of Watertown, in the County of Codington, South Dakota.” as shown by the records in my office on this____________ day of __________________, 2013 have been paid in full.

Rochelle M. Ebbers, City Finance Officer
CITY ENGINEER’S CERTIFICATE

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

Dated this____day of________________, 2013

Attest:  

Thomas W. Drake, PE, City Engineer

Rochelle M. Ebbers  
City Finance Officer

TREASURER’S CERTIFICATE

I hereby certify that I am the duly elected, qualified, and acting Treasurer of Codington County, South Dakota, and I hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of my office, have been fully paid.

Dated this____day of________________, 2013 A.D.

Treasurer, Codington County, SD

DIRECTOR OF EQUALIZATION CERTIFICATE

I hereby certify that I have received a copy of this plat entitled, “Watertown Crop Nutrients, LLC Addition to the Municipality of Watertown, in the County of Codington, South Dakota.”

Dated this____day of________________, 2013 A.D.

Director of Equalization, Codington County, SD

REGISTER OF DEED CERTIFICATE

I hereby certify that I have received the plat entitled, “Watertown Crop Nutrients, LLC Addition to the Municipality of Watertown, in the County of Codington, South Dakota.” and have:  

FILED FOR RECORD this____day of________________, 2013 A.D. at_____O’Clock_____M. and duly recorded in Book____________________ Page_______.

Register of Deeds,  
Codington County, South Dakota
## 20th Ave South Construction Cost
### Preliminary Estimated 2013 Construction Costs
#### Watertown, South Dakota

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<th>Item Description</th>
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**Total:** $247,500.00

Preliminary Engineering & Construction Engineering Costs

**Total:** $19,800.00

**Grand Total:** $267,300.00

---

8/13/2013

Done by RSD
ADDENDUM TO FARM LEASE AGREEMENT

This Addendum to Farm Lease Agreement is made and entered into this ___ day of August 2013. It is intended to amend the Lease Agreement entered into by the parties on January 6, 2013. Unless hereinafter amended or qualified, each and every term, obligation, covenant or provision of the original Farm Lease Agreement, shall continue in full force and effect, and is hereby incorporated herein as if each had been more fully set forth herein.

1. **Leased Premises.**

LESSOR hereby leases to LESSEE the following real property:

For the 2013 hay season, LESSOR hereby leases to LESSEE the eighty-seven (87) parcels depicted on “EXHIBIT A”, attached hereto and incorporated by reference, consisting of approximately 758 (Seven hundred and Fifty eight) acres, more or less, described on “EXHIBIT B”, attached hereto and incorporated by reference. For the 2014 and 2015 hay seasons, LESSOR hereby leases to LESSEE the eighty seven (87) parcels more fully depicted on “EXHIBIT A”, attached hereto and incorporated by reference, consisting of approximately 774 (Seven hundred and Seventy four) acres, more or less, described on “EXHIBIT B”, attached hereto and incorporated by reference.

Dated this ___ day of August, 2013 at Watertown, South Dakota.

LESSEE: __________________________  LESSOR: __________________________

Loren Fleming  
Steve Thorson
Mayor

LESSEE: __________________________  ATTEST: __________________________

Todd Fleming  
Rochelle M. Ebbers, CPA
Finance Officer
(SEAL)
Exhibit A
Hay Land Acre Map

- Removed for 2013
- Removed
## EXHIBIT B
### Hay Land Acre Description

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- **Parcel is removed from 2013**
- **A portion of this parcel is removed**
License and Use Agreement

This is a License and Use Agreement (hereinafter, “Agreement”) entered into between (City of Watertown) (hereinafter “Licensor”) and the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), an agency of the United States Government (hereinafter “Licensee”). This Agreement shall be deemed effective August 10, 2013.

Licensee desires to use, and Licensor agrees to license and permit the use of at no cost, the following property: 1900 West Kemp Ave., Watertown, SD 57201.

This Agreement shall refer to the property described above as the “Facility.”

The following terms and conditions apply to the Facility:

1. **Purpose.** Licensee will use the Facility for, among other things, operating a field office (for coordinating federal operations and providing disaster assistance as part of the President’s declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 et seq.) Licensee employees, representatives from other federal agencies, state and local officials, and relief or disaster assistance organizations may also use the Facility as part of conducting federal operations and/or the provision of disaster assistance.

2. **Maintenance of Building and Premises and Right of Entry**
   a. Licensor will maintain the Facility in good repair and condition and supply such heat, air conditioning, light, ventilation, and access as required for Licensee’s occupancy and use of the premises. Licensor may enter the Facility with the approval of the Licensee representative in charge for maintenance purposes for space occupied by Licensee.
   b. Licensee will maintain the Facility in a clean and orderly condition, and agrees to surrender the Facility in as good a state and condition as at the commencement of the term, reasonable wear and tear excluded. Licensee will provide six (6) portable window air conditioners and be responsible for installing and uninstalling them. Licensee will provide maintenance to the boiler if required. Licensee will contract with a licensed plumber to remodel the existing toilet facility and stall to make it compliant with the Americans with Disabilities Act (ADA).

3. **Access Control and Security Services**
   a. Licensor will provide Licensee with an adequate number of keys or electronic entry devices to the Facility and assist Licensee in ensuring that no other access is permitted during the term of this Agreement without Licensee’s express permission. Licensee will maintain an inventory of all Facility keys or electronic entry devices and return them to Licensor upon termination of this Agreement.
b. Licensee will have access to the Facility at all times while this agreement is in effect. “Access” includes access to electrical service, bathrooms, lights, water, air conditioning, and elevators, if available.

c. Licensee may obtain any necessary security services at its own cost for the Facility.

4. **Exterior Lighting.** Licensor will maintain any existing Facility exterior lighting for area illumination, and ensure that exterior lighting remains operable during the period of this Agreement.

5. **Sanitation, Trash, and Cleaning Services.** Licensee will directly contract for any needed cleaning and maintenance services for field office operations, including trash removal.

6. **Parking.** Licensor will exercise its best efforts to ensure that forty-five (45) parking spaces are available for the Facility’s operations to the Licensee, including the parking lot across Kemp Avenue.

7. **Electrical and Other Utilities**
   
a. Licensor will maintain electrical services to the Facility and provide all utilities, including sewer and water. Unless separately metered to the Facility by Licensee, Licensor will bear the costs of electricity provided to the Facility.

b. Licensee will be responsible, at its expense, for installing electrical upgrades necessary for field office operations and will secure Licensor’s approval before commencing any upgrades. Licensor will not unreasonably withhold consent for any such upgrades.

c. Any electrical upgrades will not remain affixed to the Facility at the end of Licensee’s occupancy.

8. **Environmental Health.** Licensor will maintain, repair, or replace, as necessary, the Facility’s air handling and circulating equipment (i.e., fans and coolers) to maintain acceptable air quality within the Facility.

9. **Office Equipment and Furnishings.** Licensee will provide all necessary office equipment and furnishings for its use in the Facility, which will not be considered fixtures and will remain under the ownership and control of Licensee at the termination of the occupancy.

10. **Fire and Casualty Damage**
    
a. If the Facility is destroyed by fire or other casualty, this Agreement will immediately terminate. In case of partial destruction or damage, Licensee may terminate the Agreement by giving written notice to Licensor within fifteen (15) calendar days of the fire or other casualty.
b. Nothing in this Agreement shall be construed as relieving Licensor from liability for destruction of property of the federal government caused by the willful or negligent act or omission of Licensor, its agents, or employees.

11. Compliance with Applicable Law. Licensor will comply with all federal, state, and local laws applicable to Licensor as owner or Licensor, or both, of the Facility, including without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses, and similar items. Licensor will not be reimbursed for these expenses. Licensee will comply with all federal, State, and local laws applicable and enforceable against it as an occupant under this agreement.

12. Inspection and Right of Entry. Licensor may inspect the Facility upon giving reasonable notice to Licensee. Nothing in this clause shall be construed to create a duty on Licensee to inspect for toxic materials or to impose a higher standard of care on Licensee than on another lessee. Nothing in this clause shall act to relieve Licensor of any duty to inspect, or of liability that might arise as a result of Licensor’s failure to inspect for a hazardous condition.

13. Alterations. With reasonable advance notice to Licensor, Licensee may make minor alterations to the Facility and attach fixtures, markings, and signage in or upon the Facility. These alterations or attachments will remain the property of Licensee and will be removed or otherwise disposed of by Licensee at termination of this Agreement. Normal wear and tear to the Facility may result from removal.

14. Effect of Acceptance and Occupancy. Neither Licensee’s acceptance of the Facility for occupancy, nor its occupancy, will be construed as a waiver of any requirement or any right of Licensee under this Agreement, or as otherwise prejudicing Licensee with respect to any such requirement or right.

15. Liability. Licensee and Licensor agree that they are each responsible for the wrongful or negligent acts or omissions of their respective employees, to the extent that those acts or omissions occur within the scope of employment and arise under this Agreement. Licensee and Licensor further agree to notify each other promptly of any claims arising under this Agreement, and to cooperate in good faith to resolve any claims promptly and appropriately.

16. Integrated Agreement. This Agreement, upon execution, contains the entire agreement of the Licensor and Licensee and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.

17. Acceptance of Facility

a. If alterations, improvements, or repairs are necessary to meet the requirements of this Agreement, the Licensor will complete these alterations, improvements, and repairs and notify the Licensee upon completion. After this notification, the Licensee shall promptly inspect the Facility in the presence of the Licensor at an agreed upon date and time. If alterations, improvements, or repairs are not necessary, then Licensee shall promptly inspect the Facility in the presence of the Licensor after the execution of this Agreement at an agreed upon date and time.
b. Licensee will accept the Facility and occupancy will begin after Licensee determines that the Facility is suitable for occupancy as indicated in this Agreement.

18. **Non-Fund Obligating Agreement.** Nothing in this Agreement shall authorize either party to obligate or transfer any funds. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement, and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

19. **Termination.** This Agreement shall remain in effect until Licensee gives notice to Licensor that it no longer needs the Facility. Licensee will give Licensor written notice of its intention to vacate the property at least five calendar days prior to vacating the premises. Notwithstanding any other provision of this Agreement, Licensor may revoke this Agreement upon the giving of not less than ten calendar days to Licensee.

20. **Applicable Law.** Federal, State, and local laws shall govern this Agreement. Disputes regarding this Revised Agreement shall be governed by local, state, and federal law and is subject to the federal Contracts Dispute Act.

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**FOR THE LICENSOR:**

Name: ___________________________

(Title)

Date: ___________________________

**FOR THE LICENSEE:**

Name: ___________________________

Date: ___________________________
SWIMMING POOL AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of August, 2013, by and between the WATERTOWN COMMUNITY RECREATION CENTER, a department of the City of Watertown, South Dakota (a municipal corporation), hereinafter referred to as the “City” and WATERTOWN SCHOOL DISTRICT NO. 14-4 of Watertown, Codiington County, South Dakota, hereinafter referred to as “School District,”

WITNESSETH:

WHEREAS, the City is the owner of an indoor swimming pool adjacent to the Watertown Senior High School and Watertown Civic Arena and connected to the Arena-Coliseum, and

WHEREAS, the School District did, when the pool was initially constructed, pay to the City, the sum of $22,000.00 in cash, in consideration for the School having a perpetual equity in the use of the swimming pool facility; and

WHEREAS, the School District and the City, having contracted for the School District’s use of the swimming pool facility, since its initial construction and it is the desire of the Parties to enter into an agreement for the continued use of the pool facility and include it as part of the educational and instructional program for the School District;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained;

IT IS HEREBY AGREED:

1. That the School District shall be entitled to the use of the pool facility not to exceed 100 school days during the 2013-14 school year; that the School District shall have the use of the pool facility from 7:30 A.M. until 3:30 P.M. during the days chosen by the School District for its swimming curriculum. The City shall retain the right to the use of the pool for one hour per day during the 7:30 A.M. to 3:30 P.M. period, as mutually agreed upon between the School District and the City.

2. That in consideration of the use of the swimming pool facility, the School District agrees to pay to the City the sum of $20,000.00; this amount is to be paid in two equal installments payable December 15, 2013 and May 15, 2014.

3. That this agreement shall cover the 2013-14 school year and it is contemplated that similar agreements can be reached between the School District and the City during succeeding school years.

4. The City shall assume all operational and maintenance costs, including management and custodial responsibilities, for the swimming pool. The School District shall furnish lifeguards, instructional personnel and teaching aides, as may be required for and during the time that the swimming pool is in use by the School District.

5. The School District agrees to assume responsibility for damage to the swimming pool facility, excluding normal wear and tear, done or suffered while it is being used by the School District.

6. The City shall carry such insurance as it deems necessary to protect the City against property damage or liability and the School District shall be responsible for property damage hereinabove provided and liability during the period of time the swimming pool was actually in use by the School District.
7. The School District shall be entitled to the use of all equipment owned by the City, in connection with and located at the swimming pool facility except the electronic timing system (which may be used on a limited basis with prior arrangements) during the time the pool facility is used by the School District.

8. That this Agreement supersedes all prior written agreements entered into by and between the Parties hereto as to the use and maintenance of the pool.

9. That each of the Parties hereto will, from time-to-time, execute any and all necessary additional documents and instruments that may be required to accomplish the intent and purpose of this Agreement.

IN WITNESSETH WHEREOF, the respective Parties pursuant to appropriate Resolutions adopted by the governing boards of each entity have authorized this Agreement.

Dated at Watertown, Codington County, South Dakota this 12th day of August, 2013.

WATERTOWN SCHOOL DISTRICT NO. 14-4

By [Signature]
Presiding Officer, School Board

ATTEST:

[Signature]
Business Manager

Dated at Watertown, South Dakota this ______ day of ________, 2013.

CITY OF WATERTOWN

[Signature]
Mayor

ATTEST:

[Signature]
Finance Officer
Executive Summary

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years - starting 9/1/2013 and ending 8/31/2016.

- The agreement price for first year is $4,900.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.

- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Randall Sutten
Mechanical Team Lead

Summary of Services and Options
Planned Service Agreement

Customer Name: WATERTOWN CITY HALL
Address: 23 2ND ST NE   WATERTOWN  SD 57201-3623
Proposal Date: 9/1/2013
Estimate #: 1-3356E2D

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 9/1/2013 and will continue until 8/31/2016 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.
Price and Payment Terms

The total Contract Price for JCI’s Services during the 1st year of the Original Term is $4,900.00. This amount will be paid to JCI in Annually installment. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI’s obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

City Of Watertown
P O Box 910
Watertown SD  57201

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.  City of Watertown,

By:  Randy Sutter  By:  Shelly Ebbers

Signature:  
Title: Mech. Team Lead  Title: Finance Officer  Date:

Signature:  
Customer PO#:  

Title:  Date:

JCI Branch: Sioux Falls Service - 0515
Address: 3413 S GATEWAY BLVD

   SIOUX FALLS SD  57106-1555

Branch Phone: (866) 818-5508
## Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

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## Special Additions & Exceptions
CHANGE ORDER
Project No. A-4923

ORDER NO. 3
DATE: July 9, 2013
AGREEMENT DATE: October 3, 2011

NAME OF PROJECT: Runway 17/35 Reconstruction
Wartown Regional Airport
A-4923 AIP #3-46-0058-025-2011

OWNER: City of Watertown

CONTRACTOR: Knife River Midwest, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

This Change Order is to adjust the quantities of the Runway & Taxiway Marking to include the Aiming Point Markings on the 30 end of the runway and the markings on Taxiway "C" as shown on the attached drawing. The aiming point is a mandatory marking and the taxiway markings were excessively worn due to all of the construction traffic and need to be redone. This change will be at the appropriate unit price as bid. In addition, this change order allows for a 365-day time extension for completion of the additional work.

Change to CONTRACT PRICE:

| Original CONTRACT PRICE | $6,305,711.39 |
| Current CONTRACT PRICE adjusted by previous Change Order # | $7,145,580.20 |
| The CONTRACT PRICE due to this CHANGE ORDER is Increased by: | $23,939.08 |
| The CONTRACT PRICE due to this CHANGE ORDER is Decreased by: | $0.00 |
| The new CONTRACT PRICE including this CHANGE ORDER will be | $7,168,479.28 |

Change to CONTRACT TIME:
The CONTRACT TIME will be (decreased) (increased) by 365 calendar days. All paving shall be completed by October 1, 2013 (date). The date for completion of all Work will be October 1, 2013 (date).

Approval Required:
To be effective this Order must be approved by the Owner and SD Office of Aeronautics.

Recommended by:

[Signature]
Helms and Associates - Consulting Engineer

Ordered by:

[Signature]
Knife River Midwest, LLC

Agreed to by:

[Signature]
City of Watertown

Approved by:

[Signature]
Aviation Engineer-Office of Aeronautics

Date: July 9, 2013
Date: 8/2/13
Date:
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**TOTAL CHANGE ORDER #3**

HELMs and ASSOCIATES

$323,294.00
RECONSTRUCT 1540 L.F. X 100'
RUNWAY 12/30 SEE SHEET 8A FOR TYPICAL SECTIONS AND SHEETS 27-31 FOR PLAN AND PROFILE
**TABULATION OF BIDS**

Project Name: (3) White 20' Width x 12' Height Insulated Commercial Doors, (1) White 20' Width x 12'9" Height Insulated Commercial Door, (4) Commercial Openers, & Assortment of Misc. Parts at Watertown Fire Department

Date and Time of Bid Opening: August 7, 2013 @ 10:00am

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Background:
Resolution No. 11-10 requested that 19th Street East be improved under the Urban System Funding from the Federal Highway Funds. Staff received proposals and interviewed three engineering firms from the States Qualified Consultant List with offices in Watertown. These firms include: Aason Engineering, Clark Engineering and Helms & Associates. All three firms are qualified to perform the design work and have done similar work throughout the State. All three firms proposed roughly the same amount of effort with total hours ranging from 760 hours to 773 hours.

The Department of Transportation will negotiate the find contract with the recommended firm.

Recommendation: Staff recommends the City Council approve Clark Engineering as the Consultant to be retained by the State to do the Design Work on 19th Street East under the Urban Systems funding for construction in 2015.

Council Action Requested: Motion to approve