

**PROPOSED AGENDA
CITY COUNCIL ADJOURNED MEETING
CITY HALL
23 SECOND STREET NORTHEAST
WATERTOWN, SOUTH DAKOTA**

Wednesday, April 27th, 2016

12:00 PM

**Call to Order
Pledge of Allegiance
Roll Call**

1. Approval of agenda
2. Consideration of bids received for Airport Essential Air Service
3. Authorization for Mayor to sign purchase agreement with Delores J. Cook to purchase 10 acres of land adjacent to the Watertown Landfill in the amount of \$81,000
4. Authorization for Mayor to sign land purchase option agreement with Delores J. Cook for the option to purchase land adjacent to the Watertown Landfill
5. Authorization for the Mayor to sign a Memorandum of Understanding between Glacial Lakes Energy LLC and the City of Watertown
6. Authorization to Advertise the South Broadway Bridge (15-184-181) Rehab Project #1403
7. Old Business
8. New Business
9. Liaison member reports
10. Executive Session pursuant to SDCL 1-25-2
11. 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 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.

Bid Tab for Air Service
4-22-2016
Todd Syhre-Airport Manager

1. Great Lakes airlines	\$2,267,308
2. Key Lime Air	\$3,343,141
3. ADI	\$4,524,131
4. Boutique Airline	\$4,864,644

PURCHASE AGREEMENT

THIS AGREEMENT dated this _____ day of April, 2016, by and between Delores J. Cook of 45679 177th Street, Watertown, SD 57201, as Seller, and the City of Watertown, Optionee, of PO Box 910, Watertown, SD 57201, hereinafter referred to as "Buyer,"

WITNESSETH:

Seller hereby covenants to sell and Buyer hereby covenants to buy, upon the terms and conditions hereinafter contained, that certain real property situated in the County of Codington, State of South Dakota, known and described as follows:

The West 10 acres of the North Half of the Northeast Quarter of Section 21, in Township 116, North of Range 52, West of the 5th P.M.

Buyer hereby covenants and agrees to pay to the Seller as the purchase price therefor the sum of Eighty One Thousand Dollars (\$81,000.00) in the following manner: One Hundred Dollars (\$100.00) earnest money at or before execution of this Agreement, and the balance on a contract for deed entered on or before May 27, 2016, with one half of the principal paid at execution and the other half, together with interest at the rate of 5.00% per annum due one or before February 1, 2017.

The 2015 real estate taxes due in 2016 shall be paid by Seller, and the 2016 taxes due in 2017 and all subsequent taxes shall be paid by Buyer.

Buyer shall have possession of the subject premises upon full

payment of the purchase price hereunder, except that Seller's tenant shall farm the premises for 2016, and Buyer shall be entitled to one eighth of the 2016 rents for the whole of the North Half of the Northeast of Section 21.

Seller will provide title insurance insuring marketable title of the Buyer, subject to easements and restrictions of record. The cost of the title insurance to be split equally between the parties, but Seller shall bear all expenses in connection with making title marketable as stated above.

The closing agent's fee shall be divided equally between Seller and Buyer.

In the event of default in the performance of any of the covenants of this Agreement by either party hereto, either party may adopt any remedy allowed by law for the cancellation or enforcement of this Contract and all of the obligations thereof. IT IS SPECIFICALLY UNDERSTOOD THAT TIME IS OF THE ESSENCE TO THIS CONTRACT.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that this Contract is based upon the Buyer's personal inspection and investigation of the property involved and not upon any representation or warranty by the Seller. Buyer is purchasing the premises as is.

It is mutually agreed that all the covenants and agreements herein contained will extend and be obligatory upon the heirs,

executors, administrators, successors and assigns of the
respective parties.

IN WITNESS WHEREOF, the parties have executed this Contract
the day and year first above written.

Delores J. Cook

CITY OF WATERTOWN

By: _____
Steve Thorson, Mayor

ATTEST:

Rochelle Ebbers, Finance Officer

This Instrument Prepared By:

BURNS LAW OFFICE
P. O. Box 903
16 East Kemp
Watertown, SD 57201-0903
(605) 886-5885

OPTION AGREEMENT

Delores J. Cook, an unmarried person, of 45679 177th Street, Watertown, SD 57201, Grantor, for and in consideration of One Dollar and other good and valuable consideration, grants to the City of Watertown, Optionee, of PO Box 910, Watertown, SD 57201, the option as set forth below:

Grantor is the owner of the following described real estate in the County of Codington, in the State of South Dakota:

The North Half of the Northeast Quarter of Section 21, in Township 116, North of Range 52, West of the 5th P.M., less the West 10 acres thereof.

Upon the death of the Grantor, Optionee may purchase all or so much of the premises as Optionee requires, provided that any purchase of less than the whole shall be taken from the West end of the premises and shall not leave the Grantor and her successors with more than one tract out of the premises. The purchase price shall be Eight Thousand One Hundred Dollars per acre.

If Optionee wishes to exercise this option, it shall give notice in writing thereof to Grantor's personal representatives or her successors in title on or before 90 days following Grantor's death. The terms of sale shall be cash due within forty-five (45) days of dispatch of the notice of intention to exercise the option. The costs of title insurance and closing shall be divided equally between Buyer and Seller, real estate taxes for the year of sale shall be prorated to date of possession under the sale, and all other costs shall be split in the customary fashion. This option shall lapse and become void if notice and completion of sale do not occur within the times set forth above. This Option is personal to Optionee and is not assignable.

Before Grantor's death Optionee may purchase all or any part of the premises, provided that the purchase price shall be \$9,100.00 per acre. If less than the whole of the premises is

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WATERTOWN
AND GLACIAL LAKES ENERGY LLC**

The following is an agreement entered into by the last date of signature below by and between the City of Watertown ("City"), a municipal corporation, with its principal address as 23 Second Street NE, Watertown, South Dakota 57201 and Glacial Lakes Energy LLC ("GLE") with its principal address as 301 20th Avenue SE, Watertown, South Dakota 57201 for the allocation of costs and expenses associated with the replacement and rehabilitation of Bridge 15-184-181.

WHEREAS, Bridge 15-184-181 ("Bridge") was scheduled for replacement by the City within the 2016 STP which includes removal of the existing superstructure; and

WHEREAS, GLE petitioned and was granted a vacation of South Broadway Street just south of the Bridge location described as follows:

Lot 1 of Lukens Addition to the City of Watertown, South Dakota.

The South Half of the Northwest Quarter, less Hanten Industrial Park Addition, and less that portion of South Broadway Street Outlot located therein, and less road right of way, all in Section 6, Township 116 North, Range 52 West of the 5th P.M. Codington County, South Dakota.

Government Lot 3, Less Little River City Addition, and less Stein Addition, and less that portion of South Broadway Street Outlot located herein, and less the East 20 feet thereof; and Government Lot 4 less Sioux Diversion Addition, and less Hanten Industrial Park Addition, and less Railroad right of way, and less road right of way, all in Section 6, Township 116 North, Range 52 West of the 5th P.M. Codington County, South Dakota.

All that portion of Lot 8 and 9 of the Plat entitled: "Hanten Industrial Park Addition to the Municipality of Watertown, in the County of Codington, South Dakota," located North and East of the plat entitled, Lots H1 in Lots 8 and 9 of Hanten Industrial Park Addition to the Municipality of Watertown, in the County of Codington, South Dakota."

"All that portion of Lot 4 of the Plat entitled: Glacial Lakes Energy Addition to the Municipality of Watertown, in the County of Codington, South Dakota," Less the Plat entitled "Glacial Lakes Energy Third Addition to the Municipality of Watertown, in the County of Codington, South Dakota.

Said Plat attached as Exhibit A.

WHEREAS, the vacation of South Broadway Street requested by GLE changes the level of service for the proposed Bridge which alters the scope and extent of the Bridge design;

WHEREAS, GLE has engaged the services of Aason Engineering to begin the design work which includes the site survey and design work to produce a set of construction plans and project manual ready for bid letting; and

WHEREAS, GLE will be assuming the cost and expenses of other items associated with the Bridge construction; and

WHEREAS, City regulations require that all infrastructure improvements essential to the proper development of the site, or portion thereof, be completed by GLE; and

WHEREAS, City regulations require written assurances from GLE fixing responsibility for the required improvements; and

THEREFORE, in consideration of the foregoing, the Parties agree to the following terms and conditions associated with the Bridge replacement, rehabilitation, and associated improvements:

GLE'S OBLIGATIONS AND IMPROVEMENTS REQUIRED

1. GENERAL

- a. GLE agrees to install, or cause to be installed, the following street improvements and Bridge rehabilitation and all other improvements necessary and in accordance with the Engineering Design Standards 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 B.
- 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) A portion of South Broadway Street South of SD Highway 212
- b. Streets shall be constructed as directed by the City Engineer.

3. STORM SEWER AND DRAINAGE

- a. GLE 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. GLE shall comply with City Stormwater regulations found in Title 23 of the City Ordinances.
- c. Any Development along shoreline(s) must comply with Federal Emergency Management Agency (FEMA) regulations.

4. MUNICIPAL UTILITIES

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

5. 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. GLE shall implement the Erosion Control Plan approved by the City Engineer. GLE 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. All structures built within the City must comply with the National Flood Insurance Program requirements. The Bridge structure shall be designed so as to not restrict water flow into the floodway of the Big Sioux River. Therefore, project shall require a "no rise" certification.
- d. Development along shoreline must comply with FEMA regulations

6. GENERAL PROVISIONS

- a. All required improvements shall be installed to the satisfaction of the City Engineer within two (2) years of the date this instrument is recorded with the Codington County Register of Deeds. Notwithstanding any contrary provision in either statute or ordinance, including those relating to the passage of time, GLE acknowledges and agrees that all terms and conditions contained herein shall remain a continuing obligation until satisfaction or completion.
- b. 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, GLE, 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.
- c. All of the terms and conditions herein shall extend to and be binding upon the heirs, assigns, or successors in interest of GLE, 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.
- d. 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.
- e. 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 in writing and signed by the parties.

7. MAINTENANCE AND ACCEPTANCE

- a. *Maintenance of Gravel Streets Under Development.* For streets under construction GLE 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 GLE'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.
- b. *Completion of Final Lift on Street.* The City Engineer will inspect the improvements and make an inspection report to GLE as to the necessary work needed for the project to meet City specifications. This inspection report will encompass all aspects of the storm sewer, curb and gutter, or any other part of the construction as provided for in the construction plans as approved. Adjustments or repairs will be the responsibility of GLE and shall be made prior to the placement of the final lift.
- c. *Final Acceptance of Improvements.* After GLE deems that all the street and utility improvements have been completed and has placed the final lift of asphalt, GLE will notify the City in writing that the street is completed. The City Engineer will then inspect all the improvements and inform GLE of any deficiencies. And those deficiencies shall be remedied by GLE at GLE's expense. Prior to final acceptance GLE 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.

- d. *GLE's Warranty Responsibilities.* GLE shall warrant the storm sewer, curb and gutter, or any other part of the construction specified in the construction plans 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, GLE's responsibility for the improvements ends and the improvements become the responsibility of the City. If any portion is rejected, GLE will repair or replace the rejected portion and a one (1) year warranty period will begin again on the rejected portion and GLE shall again comply with the provisions as stated in this agreement.

8. COSTS AND EXPENSES.

GLE shall be responsible for the costs and expenses of construction and engineering design arising out of the Bridge project covered in this Agreement, including any engineering designs by Aason Engineering and SD Department of Transportation. GLE shall reimburse City for monies paid to Aason Engineering prior to execution of this Agreement.

AGREED TO BY THE PARTIES AS EVIDENCED BY THEIR SIGNATURES BELOW.

GLACIAL LAKES ENERGY LLC

CITY OF WATERTOWN

James A. Seurer, Chief Executive Officer
Authorized On Behalf of Glacial Lakes Energy LLC

Steve Thorson, Mayor

ATTEST:

Date

Rochelle M. Ebbers
Finance Officer

Date

EXHIBIT A

**Plat of
Glacial Lakes Energy Third Addition to the
Municipality of Watertown, in the County of
Codington, South Dakota.**

This plat is a re-plat of and shall vacate all that portion of the following described property:
"Glacial Lakes Energy Second Addition to the Municipality of Watertown, in the County of
Codington, South Dakota." Recorded in Book "OP" of Plats on Page 486; All of Lot 3 and a
portion of Lot 4 of the plat entitled: "Glacial Lakes Energy Addition to the Municipality of
Watertown, in the County of Codington, South Dakota." Recorded in Book "OP" of Plats on
Page 300.

WETLAND MITIGATION
EASEMENT TRACT 1
RECORDED ON PLAT OF GLACIAL
LAKES ENERGY ADDITION
RECORDED IN BOOK "OP" OF
PLATS ON PAGE 300.

LOT 4
GLACIAL LAKES
ENERGY ADDITION

YARD TRACK EASEMENT
RECORDED IN BOOK 4P
PAGE 712.



July 29, 2014

Scale: 1"=200'

- Monument Recovered
- 1/2"x18" Rebar w/ Plastic Cap Stamped #11310 Set
- Section Line
- - - Quarter Line
- Right of Way & Lot Line
- - - Easement Line

NOTE: Bearings are based on UTM
Coordinates - Zone 14 North - WGS84.
Ground Distances Shown.

**GLACIAL LAKES ENERGY
THIRD ADDITION**
TRACT CONTAINS 22.20± ACRES.

FORMERLY LOT 3
GLACIAL LAKES
ENERGY ADDITION

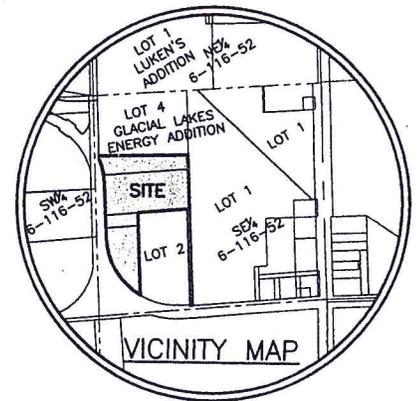
LOT 01
(EXISTING UTILITY EASEMENT)
RECORDED IN BOOK "OP" OF
PLATS ON PAGE 438.

30' WIDE TRACK EASEMENT
RECORDED ON PLAT OF
GLACIAL LAKES ENERGY
ADDITION. RECORDED IN BOOK
"OP" OF PLATS ON PAGE 300.

FORMERLY
GLACIAL LAKES
ENERGY SECOND
ADDITION

20' WIDE TRACK EASEMENT
RECORDED ON PLAT OF
GLACIAL LAKES ENERGY
ADDITION. RECORDED IN BOOK
"OP" OF PLATS ON PAGE 300.

LOT 2
GLACIAL LAKES
ENERGY ADDITION



SOUTH BROADWAY

QUARTER LINE

LOT H1

LOT H1

LOT H2

GLACIAL LAKES ENERGY ADDITION

LOT 1

20TH AVENUE SOUTH SECTION LINE

S. QUARTER CORNER
SEC. 6-116-52



Prepared By

AASON ENGINEERING COMPANY, INC.

1022 6th St SE
Watertown, SD
Telephone 605-882-2371



Registered Land Surveyor

EXHIBIT B

Engineer's Cost Estimate					
Bridge Rehab - Structure No. 15-184-181					
April 14, 2016					
BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT COST	EXTENDED COST
GRADING					
009-1	Mobilization	1	LS	\$ 45,000.00	\$ 45,000.00
110-1	Remove Asphalt Pavement	38	SqYd	\$ 20.00	\$ 760.00
110-2	Adjust Manhole Cover	1	Each	\$ 900.00	\$ 900.00
120-1	Unclassified Excavation	24	CuYd	\$ 50.00	\$ 1,200.00
230-1	Placing Topsoil	20	CuYd	\$ 50.00	\$ 1,000.00
260-1	Base Course	60	Ton	\$ 35.00	\$ 2,100.00
320-1	Asphalt Concrete Composite Class E	60	Ton	\$ 200.00	\$ 12,000.00
332-1	Mill Asphalt Pavement	142	SqYd	\$ 15.00	\$ 2,130.00
634-1	Traffic Control Signs	62	SqFt	\$ 20.00	\$ 1,240.00
634-2	Type 3 Barricades, 6' Double Sided	9	Each	\$ 200.00	\$ 1,800.00
734-1	Hydro Seeding & Mulching	2,000	SqFt	\$ 0.50	\$ 1,000.00
STRUCTURE					
250-1	Incidental Work, Structure	1	LS	\$ 25,000.00	\$ 25,000.00
460-1	Class A45 Concrete	11.4	CuYd	\$ 2,000.00	\$ 22,800.00
460-2	Non-Shrink Grout	3.9	CuYd	\$ 2,500.00	\$ 9,750.00
470-1	Bridge Railing	218	Ft	\$ 200.00	\$ 43,600.00
480-1	Reinforcing Steel	810	Lb	\$ 6.00	\$ 4,860.00
560-1	3'-10" Wide Deck x 23" Prestressed Concrete Double Tee	630	Ft	\$ 270.00	\$ 170,100.00
621-1	Chain Link Fence for Bridge Railing	176	Ft	\$ 40.00	\$ 7,040.00
				TOTAL:	\$ 352,280.00
Prepared by: Mark Junker, P.E., Aason Engineering					

U.S. HIGHWAY NO. 212

SIoux DIVERSION
ADDITION
CURRENTLY
ZONED A1

DIVERSION CHANNEL

BIG SIOUX RIVER

CURRENTLY ZONED C3

CURRENTLY
ZONED A1

GOVERNMENT LOT 4
SECTION 6-116-52
CURRENTLY ZONED A1

GOVERNMENT LOT 3
SECTION 6-116-52
CURRENTLY ZONED A1

AREA TO BE REZONED
EXISTING ZONING: A1
PROPOSED ZONING: I2
TRACT CONTAINS 109.8± ACRES

1/2 NW1/4
SECTION 6-116-52

LOT 8
HANTEN INDUSTRIAL PARK ADDITION
CURRENTLY ZONED A1

AREA PETITIONED TO BE ANNEXED
EXISTING ZONING: A1
PROPOSED ZONING: I2
TRACT CONTAINS 33.7± ACRES

SOUTH BROADWAY

LOT 1
LUKEN'S ADDITION
CURRENTLY ZONED A1

BIG SIOUX RIVER

LOT 1
LUKEN'S ADDITION
CURRENTLY ZONED I1

20TH AVENUE SOUTH (SOUTH BYPASS)

LOT 9
HANTEN INDUSTRIAL
PARK ADDITION
CURRENTLY ZONED A1



Prepared By
AASON ENGINEERING COMPANY, INC.

1022 6th St SE
Watertown, SD
Telephone 605-882-2371

March 31, 2016