

**PROPOSED AGENDA
CITY COUNCIL ADJOURNED MEETING
CITY HALL
23 2ND ST NE
WATERTOWN, SOUTH DAKOTA**

Monday, October 17th, 2016

7:00 PM

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

1. Approval of consent agenda
 - a. Approval of the minutes of the Council meeting held on October 3, 2016
 - b. Authorization for the Fire Department to apply for an AFG Grant for SCBA mask fit testing equipment. The total grant amount would be \$15,000 with a 10% local match paid for out of the Fire Department Budget
 - c. Authorization for the Mayor to sign a Cooperative Purchase Agreement with Admin Minnesota to complete the Street Department equipment purchase and permit future purchases based on State of Minnesota bid contracts
 - d. Authorization for the Mayor to sign an annual maintenance agreement with Synovia Solutions to provide a GPS tracking/routing system on the Sanitation Curbside Collection Trucks
2. Approval of agenda
3. Application for a transfer of ownership and location of a retail (on sale) liquor license from Valley Heights Lincoln, LLC c/o Great Western Bank, 101 N Phillips Ave, Sioux Falls to BMG, Inc., d/b/a Ringo's, 520 10th St. NW
 - a. Public hearing
 - b. Council action
4. 2016 Street Improvement Projects – Assessment Roll (Resolution No. 16-34)
 - a. Public hearing
 - b. Council action
5. Ordinance No. 16-20 amending Section 21.0210, 21.7310, 21.8006, and 21.9901 of the Revised Ordinances of the City of Watertown to clarify punishments for violations of Title 21
 - a. Second reading
 - b. Council action
6. Approval of the 2016 update to the Long-Term Equipment Replacement Schedule and Capital Projects Plan
7. Capital Outlay Accumulations for 2017 (Resolution No. 16-35)
8. Resolution authorizing election of members of the Watertown-Codington County Regional Railroad Authority (Resolution No. 16-36)
9. Plat of Watertown Sport Complex First Addition to the Municipality of Watertown (Resolution No. 16-14)
10. Resolution establishing a standing council policy to authorize the Mayor to enter into and execute contracts for Municipal Hangar Leases pursuant to SDCL 9-1-5 (Resolution No. 16-37)
11. Renewal of Flexible Benefits plan & Administrative Agreement with Wellmark

12. Authorization for the Finance Officer to sign a consulting services agreement with Howalt Benefits Consulting for ADA compliance and measurement in the amount of \$7,500
13. Consideration of additional Airport staffing
14. Authorization for the Mayor to sign an agreement with Prairie Lakes Healthcare for temporary ambulance transport services to the airport
15. Authorization for the Mayor to sign a Long-term lease agreement with Glacial Lakes Energy regarding municipal property adjacent to GLE property for purposes of a rail loop track
16. Authorization for the Mayor to sign easement agreement with Glacial Lake Energy regarding municipal property adjacent to GLE property
17. Old Business
18. New Business
19. Liaison member reports
20. Executive Session pursuant to SDCL 1-25-2
21. 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.

**OFFICIAL PROCEEDINGS
CITY COUNCIL, CITY OF
WATERTOWN, SOUTH DAKOTA**

October 3, 2016

The City Council met in regular session at 7:00 PM in the Council Chambers, City Hall, 23 2nd Street NE. Council President Bruce Buhler presiding. Present upon roll call: Aldermen Rieffenberger, Roby, Vilhauer, Danforth, Albertsen, Tupper, Buhler and Alderwoman Mantey. Absent were Aldermen Solum and Thorson.

Motion by Mantey, seconded by Vilhauer, to approve the following item on the consent agenda: minutes of the Council Meeting held on September 19, 2016; approval to write-off uncollectible ambulance accounts receivable in the amount of \$14,853.08; declaration of surplus property and authorization to dispose of as junk; authorization for the Fire Department to advertise for bids for a type 3 ambulance chassis remount; approval of the 2016-2017 Snow Removal and Equipment Rental quotes and approval of bills & payroll and authorization to pay. Motion carried.

BILLS:

3D SPECIALTIES INC	SUPPLIES	2,374.65	LEADSONLINE LLC	DUES	2,148.00
A & B BUSINESS SOLUTIONS,	SERVICE	39.80	LES MILLS US TRADING, INC.	SERVICE	1,161.05
A-OX WELDING CO, INC.	SUPPLIES	633.87	M & T FIRE AND SAFETY	SUPPLIES	220.40
AASON ENGINEERING, INC.	CONSTR	1,195.75	MAC'S INC.	PARTS	585.26
ACTIVE HEATING, INC.	SERVICE	561.99	MACKSTEEL WAREHOUSE INC.	SUPPLIES	211.75
ADAM BLOOM	TRAVEL	90.00	MAHOWALD'S HARDWARE & RENT	SUPPLIES	68.92
ADVANCE AUTO PARTS	PARTS	44.93	MALLOY ELECTRIC BEARING S	PARTS	224.11
AIRGAS USA, LLC	SUPPLIES	106.32	MARTIN EIDE	REIMB	1,728.40
AMAZON.COM	SUPPLIES	159.89	MARY REDLIN	RENT	699.98
AMERICAN ENGINEERING TESTI	SERVICE	1,853.50	MATHESON TRI-GAS, INC.	SUPPLIES	51.99
AMERICAN LIBRARY ASSOCIATI	DUES	209.00	MEDICA INS.	REIMB	4.52
AMERICAN NEWS	SUBSCR	242.82	MENARD'S	SUPPLIES	3,402.59
AMERICAN PUBLIC WORKS ASSO	SERVICE	620.00	MICRO MARKETING ASSOCIATE	SUPPLIES	656.23
ANDOR INC.	SERVICE	7,935.06	MICRO-COMM, INC.	SERVICE	8,500.00
ANGELA CZECH	REIMB	189.00	MIDCONTINENT COMMUNICATIO	SERVICE	1,346.68
AP AUTO PROS, INC.	PARTS	950.25	MIDWEST AG SUPPLY, L.L.C.	SUPPLIES	199.12
ARAMARK UNIFORM SERVICES,	SERVICE	95.62	MIDWEST CONSERVATION LLC	SERVICE	1,680.00
ASSET LIGHTING & ELECTRIC,	SUPPLIES	1,210.10	MIDWEST LABORATORIES INC.	SERVICE	3,013.00
ASSOCIATED SUPPLY COMPANY	SUPPLIES	1,554.23	MIDWEST TAPE	SUPPLIES	472.93
AT&T MOBILITY	SERVICE	45.00	MIDWEST TURF & IRRIGATION	SUPPLIES	415.31
ATS INC.	SERVICE	805.00	MIKE BOERGER	TRAVEL	73.00
AUDIO CONNECTIONS	CONSTR	60,000.00	MILLER ELECTRIC, INC.	SERVICE	1,251.78
BAKER & TAYLOR	SUPPLIES	5,859.17	MINERVAS RESTAURANT & BAR	FOOD	86.00
BATES CONSTRUCTION COMPANY	CONSTR	113,917.08	MITCH'S CARPET CLEANING SE	SERVICE	254.10
BATTERIES UNLIMITED, INC.	SUPPLIES	480.00	MJ WALSH TRUCKING, INC.	SERVICE	2,344.72
BECKER ARENA PRODUCTS	SUPPLIES	668.21	MUNICIPAL UTILITIES	SERVICE	186,695.86
BOOKPAGE	SUBSCR	480.00	MUTH ELECTRIC, INC.	SERVICE	87.64
BORNS GROUP	SERVICE	1,620.00	NATIONAL TACTICAL OFFICERS	FEES	13,078.00
BOUND TREE MEDICAL LLC	SUPPLIES	1,422.74	NEIL BREKKE	REIMB	1,052.00
BRIAN'S GLASS INC.	PART	80.00	NOLZ DRAGLINE & CONSTRUCTI	CONSTR	2,061.54
BUREAU OF ADMINISTRATION	SERVICE	121.57	NORTH CENTRAL INTERNATIONA	EQUIP	30,000.00
C & S PEST CONTROL	SERVICE	155.00	NORTH CENTRAL LABORATORIES	SUPPLIES	448.18
CALIFORNIA CONTRACTORS	SUPPLIES	294.78	OCLC INC,	FEES	305.15
CARQUEST AUTO PARTS	PARTS	892.06	OFFICE PEEPS, INC.	SUPPLIES	2,979.55
CARTNEY BEARING CORPORATIO	PARTS	220.24	ONE SOURCE	SERVICE	70.00
CASHWAY LUMBER INC.	SUPPLIES	297.81	PARR PUBLIC SAFETY EQUIPME	SUPPLIES	23.39
CENTER POINT LARGE PRINT	SUPPLIES	307.98	PAUL VERDOUW	REIMB	158.00
CENTURY BUSINESS PRODUCTS	SUPPLIES	242.82	PEARSON GOLF MANAGEMENT,LL	SERVICE	3,848.81
CENTURYLINK	SERVICE	1,731.90	PEPSI	SERVICE	487.97
CENTURYLINK	SERVICE	516.74	PHILADELPHIA SECURITY PROD	SUPPLIES	114.03
CENTURYLINK	SERVICE	142.47	PHILIP BARROW CONSTRUCTION	CONSTR	821.43
CENTURYLINK	SERVICE	120.63	PIETZ PROPERTIES	RENT	75.00
CENTURYLINK	SERVICE	1,378.68	PIZZA RANCH	FOOD	43.88
CHAD FOUST	GOTV	720.00	PLAISTED COMPANIES	SUPPLIES	2,901.90
CHIEF SUPPLY CORPORATION	SUPPLIES	75.07	POLICE PETTY CASH FUND	CASH	38.40
CHRIS PREMUS	TRAVEL	90.00	POWER PLAN OIB	SERVICE	1,210.82
CHUCK'S BIKE SHOP	SUPPLIES	10.50	POWER SYSTEMS	SUPPLIES	750.90
CLAUSEN CONSTRUCTION, INC.	CONSTR	120,444.28	PRIMARY PRODUCTS COMPANY	SUPPLIES	64.41
COCA COLA BOTTLING COMPANY	SERVICE	307.40	PRINT EM NOW	SERVICE	2,022.30
CODINGTON CLARK ELECTRIC C	SERVICE	811.14	PRO-TEC ROOFING, INC.	SERVICE	100.00
CODINGTON CO CARES FOUNDAT	SUPPLIES	285.00	PRODUCTIVITY PLUS ACCOUNT	SERVICE	7,873.70
CODINGTON CO REGISTER OF D	SERVICE	458.00	PUETZ CORPORATION	CONSTR	1,714,121.08

CODINGTON CO SHERIFFS OFFI	FEES	162.50	QUALITY BOOKS, INC.	SUPPLIES	996.77
CODINGTON CO WEED & PEST	SUPPLIES	1,311.95	QUALITY POOLS, LLC	SERVICE	23,850.00
COLE PAPERS	SUPPLIES	159.54	RADWELL INTERNATIONAL, INC	SERVICE	138.50
CONCRETE DAKOTA REDIMIX, I	SUPPLIES	116.50	RAMKOTA HOTEL	TRAVEL	299.98
CONNECTING POINT, INC.	SUPPLIES	850.00	RAY TESCH	TRAVEL	45.00
COUNTY FAIR FOODS	SUPPLIES	368.54	RC TECHNOLOGIES, INC	SERVICE	134.90
CREATIVE PRODUCT SOURCING,	SUPPLIES	848.04	REDLINGER BROS INC.	SERVICE	495.62
CREATIVE REWARDS & SPECIAL	SUPPLIES	165.95	REITER ENTERPRISES	SERVICE	600.00
CRESENT ELECTRIC SUPPLY, C	SUPPLIES	992.49	ROB'S AUTO REPAIR	SERVICE	330.88
CRESTONE BUILDERS	CONSTR	71,205.50	ROGER FOOTE	TRAVEL	87.36
CRITTER MART & MORE	SUPPLIES	177.61	ROGER FOX	REIMB	258.40
CROUCH RECREATIONAL DESIGN	SUPPLIES	3,625.00	RON'S SAW SHOP	SERVICE	942.14
CULLIGAN	PARTS	484.00	ROY'S SPORT SHOP INC.	SUPPLIES	2,269.87
CUTTING EDGZ INC.	SUPPLIES	675.00	RUNNINGS FARM AND FLEET	PARTS	569.30
DA SERVICES	SERVICE	300.00	SAFETY COMPLIANCE PUBLICAT	SUPPLIES	298.50
DACOTAH PAPER COMPANY	SUPPLIES	650.64	SAME DAY EXPRESS, INC.	SERVICE	100.00
DAHLE TIRE COMPANY	SERVICE	266.00	SANFORD USD MEDICAL CENTER	SERVICE	900.00
DAKOTA EDGING	SERVICE	1,440.00	SANITATION PRODUCTS INC.	SERVICE	291.51
DAKOTA OIL	SUPPLIES	412.40	SARAH CARON	TRAVEL	293.84
DAKOTA PORTABLE TOILETS, I	RENT	2,303.75	SCHAEFFER MFG CO.	SUPPLIES	1,408.75
DAKOTAFIRE MEDIA LLC	SUBSCR	40.00	SCHOLASTIC LIBRARY PUBLISH	SUPPLIES	152.10
DAKTRONICS, INC.	SUPPLIES	400.00	SCHUNEMAN EQUIPMENT CO.	PARTS	1,140.96
DATA TRUCK, LLC	SERVICE	390.00	SCOTT JONGBLOED	REIMB	93.00
DAVE GREENMAN	REIMB	113.19	SD DEPT OF ENVIRONMENT & N	FEES	4,343.31
DELTA CANOPY	SUPPLIES	219.99	SD DEPT OF MOTOR VEHICLES	FEE	19.00
DEMCO, INC.	SUPPLIES	586.30	SD DEPT OF REVENUE	SERVICE	725.00
DEPENDABLE SANITATION INC.	SERVICE	7,864.68	SD DEPT OF TRANSPORTATION	SERVICE	912.25
DIAMOND VOGEL PAINT CENTER	SUPPLIES	2,946.80	SD HUMANITIES COUNCIL	SUPPLIES	50.00
DIANE'S ENGRAVING & SIGNS	SERVICE	13.00	SD MUNICIPAL LEAGUE	DUES	500.00
DICK TERMES	SERVICE	2,000.00	SD PARKS & RECREATION ASSO	FEES	1,040.00
DISCOUNT SEEDS, INC.	SUPPLIES	270.00	SD PLANNER'S ASSN	DUES	205.00
DK DIESEL INJECTION SERVIC	SERVICE	1,902.16	SD PUBLIC ASSURANCE ALLIAN	SERVICE	862.54
DON HARPER	REIMB	1,013.00	SD SOLID WASTE MANAGEMENT	DUES	550.00
DOUG KRANZ	REIMB	136.32	SD STATE ARCHIVES	SERVICE	28.80
DOUG'S AUTO REPAIR	SERVICE	61.46	SDN COMMUNICATIONS	SERVICE	1,071.20
DSR, INC.	SERVICE	1,532.46	SEARS COMMERCIAL ONE ACCOU	PARTS	68.99
DUIINCK, INC	CONSTR	112,745.63	SERVICEMASTER OF WATERTOWN	SERVICE	2,438.00
ELECTRIC MOTORS & MOORE IN	PARTS	41.00	SHANE HARDIE	TRAVEL	96.00
ELECTRIC PUMP INC.	SUPPLIES	65.93	SHANE WATERMAN	TRAVEL	303.84
ENGELSTAD ELECTRIC	SERVICE	617.06	SHARP AUTOMOTIVE, INC	SERVICE	235.86
EVENTBRITE, INC.	SERVICE	64.80	SHEEHAN MACK SALES AND EQU	PARTS	2,302.96
EVOQUA WATER TECHNOLOGIES,	PARTS	614.00	SHERMAN CANVAS	SERVICE	50.00
FARNAM'S GENUINE PARTS	SUPPLIES	708.52	SHERWIN WILLIAMS	SUPPLIES	51.71
FASTENAL COMPANY	SUPPLIES	12.84	SHOPKO STORES OPERATING CO	SUPPLIES	285.51
FEDERAL EXPRESS CORPORATIO	SERVICE	21.69	SIOUX FALLS TWO WAY RADIO,	SERVICE	50.49
FERGUSON WATERWORKS #2516	PARTS	76.68	SIOUX RURAL WATER SYSTEM	SERVICE	48.67
FILTER BELTS INC.	SUPPLIES	765.37	SIOUX VALLEY COOP	SUPPLIES	33,363.72
FIRE COM INTEGRATED COMMUN	PART	160.00	SIOUX VALLEY GREENHOUSE	CONSTR	11,280.00
FIRST CHOICE SEWER & SEPTI	SERVICE	275.00	SKYVIEW CONSTRUCTION CO.,	CONSTR	7,802.50
FIRST NATIONAL BANK OMAHA	SUPPLIES	5,957.87	SO DAK PEST CONTROL	SERVICE	60.00
FISHER SCIENTIFIC	SUPPLIES	449.01	SOUTH CENTRAL A/V	SERVICE	145.25
FORESTRY SUPPLIERS, INC.	SUPPLIES	262.66	SPENSOR TENEYCK	TRAVEL	45.00
FRANCIS BLAIS	REIMB	498.00	STAN HOUSTON EQUIPMENT INC	SUPPLIES	36.00
G & K SERVICES, INC.	SERVICE	87.77	STAR LAUNDRY & CLEANERS, I	SERVICE	288.83
GARY HOPKINS	REIMB	130.00	STEIN SIGN	SERVICE	284.00
GCR TIRES & SERVICE	PARTS	8,552.21	STEIN'S INC.	SUPPLIES	1,070.75
GEOTEK ENGINEERING	CONSTR	12,591.25	STIMSON AUTO TOWING & RECO	CONSTR	4,133.63
GLASS PRODUCTS INC.	SUPPLIES	2.50	STURDEVANT'S AUTO PARTS IN	PARTS	658.52
GRAINGER	SUPPLIES	127.84	SWANA	DUES	507.00
GRANT PLUMBING AND HEATING	SERVICE	345.26	SWEENEY CONTROLS COMPANY	SERVICE	367.50
GRAY CONSTRUCTION	CONSTR	477,049.82	TASER INTERNATIONAL	EQUIP	23,694.35
GRUBCO INC.	SUPPLIES	81.90	TEAM ELECTRONICS	PART	371.85
HARRISON TRUCK CENTERS	PARTS	268.43	TEAM LABORATORY CHEMICAL C	SUPPLIES	262.00
HEDAHL'S AUTO PARTS	PARTS	52.25	TELEDYNE INSTRUMENTS, INC.	SUPPLIES	847.00
HEEMEYER ELECTRIC	SERVICE	255.85	TERRY KELLY	TRAVEL	121.00
HEFTY SEED COMPANY	SUPPLIES	276.38	THYSSENKRUPP ELEVATOR CORP	SERVICE	415.00
HEIMAN, INC.	SUPPLIES	992.00	TI-ZACK CONCRETE, INC.	CONSTR	60,421.30
HGF GLASS INC.	PART	117.20	TIRES PLUS, INC.	SERVICE	1,847.61
HILLYARD / SIOUX FALLS	SUPPLIES	746.56	TRAFFIC CONTROL CORPORATIO	SERVICE	4,200.00
HOLIDAY INN	TRAVEL	210.00	TRANSUNION RISK AND ALTERN	SERVICE	19.75
HOUSTON ENGINEERING, INC.	CONSTR	6,881.90	TRAV'S OUTFITTER, INC.	SUPPLIES	198.00
HR GREEN, INC.	CONSTR	14,596.65	TREE FARM	SERVICE	937.90
HURKES IMPLEMENT CO., INC.	SERVICE	9,295.14	TRI STATE PUMP & CONTROL	PART	117.06
HY VEE FOOD STORE	SERVICE	3,353.27	TURFWERKS	PARTS	5,205.56
ID CARDS UNLIMITED	SUPPLIES	1,941.75	UNITED STATES GEOLOGICAL S	SERVICE	21,905.00

IMPERIAL INDUSTRIES INCORP	PARTS	147.48	UPS STORE	SERVICE	43.48
INDUSTRIAL PROCESS TECHNOL	CONSTR	39,429.00	UTILITY SERVICE CO., INC.	SERVICE	3,500.00
INNOVATIVE MAINTENANCE SYS	SERVICE	299.25	VAN DIEST SUPPLY CO.	SUPPLIES	7,647.60
ITC	SERVICE	387.83	VAN IWAARDEN ASSOCIATES	SERVICE	7,800.00
J & B SCREEN PRINTING INC.	SUPPLIES	2,900.05	VANCO SERVICES,LLC	FEE	8.50
J & J EARTHWORKS, INC.	CONSTR	98,260.80	VAST BROADBAND	SERVICE	397.10
J H LARSON ELECTRICAL CO.	SUPPLIES	42.84	VERIZON WIRELESS	SERVICE	394.68
JAY DELANGE	TRAVEL	133.60	WAL-MART COMMUNITY BRC	SUPPLIES	204.83
JEFF ARGO EXCAVATING	SERVICE	6,562.89	WARNE PLUMBING & HEATING	SERVICE	328.81
JEFF'S VACUUM CENTER	SERVICE	6.00	WATER CANNON, INC.	PART	189.99
JEFFERSON LINES	SERVICE	99.55	WATERTOWN AREA CHAMBER OF	SERVICE	21.30
JIM'S EXCAVATING	CONSTR	4,133.63	WATERTOWN BOYS AND GIRLS O	SUBSIDY	17,037.50
JLG ARCHITECTS	CONSTR	8,480.00	WATERTOWN BUSINESS DISTRIC	SUBSIDY	26,882.46
JOAN LARSON	REIMB	109.00	WATERTOWN CONVENTION & VIS	SUBSIDY	22,700.00
JODI HEMILLER	TRAVEL	92.40	WATERTOWN COOP ELEVATOR AS	SUPPLIES	397.66
JOEL BOYD	TRAVEL	73.00	WATERTOWN FLOWERS, INC.	SERVICE	52.00
JOHN DAHL	REIMB	195.00	WATERTOWN FORD	PART	8,800.96
JOHN SMALL	REIMB	11.84	WATERTOWN MONUMENT	SERVICE	1,486.00
JURGENS PRINTING INC.	SUPPLIES	41.31	WATERTOWN PUBLIC OPINION	SERVICE	4,406.10
KELLY BYER	TRAVEL	28.00	WATERTOWN WHOLESALE	SUPPLIES	604.79
KIXX	ADV	350.00	WATERTOWN WINNELSON CO.	PART	1,504.76
KNOX COMPANY	SUPPLIES	676.00	WEBSTER SCALE INC.	SERVICE	1,583.75
KODRU EQUIPMENT INC.	PARTS	369.53	WELLMARK INC.	FEE	4,495.00
KPHR	ADV	150.00	WEST CENTRAL COMMUNICATION	SERVICE	480.86
KXLG	ADV	550.00	WILLIAM BUCKLIN	CONSTR	9,881.00
LACAL EQUIPMENT INC.	PARTS	58.38	WILLIAM NEALE & CO.	SERVICE	26,663.00
LAKE AREA CHILD PROTECTION	DUES	90.00	WILLIAMS CARPET INC.	SUPPLIES	118.00
LAKE AREA VETERINARY CLINI	SERVICE	471.64	WW TIRE SERVICE INC.	SERVICE	170.00
LAKE AREA ZOOLOGICAL SOCIE	REIMB	12,098.76	YAMAHA MOTOR CORPORATION,	LEASE	4,079.58
LARRY'S LUMBER, INC.	SUPPLIES	71.94	ZIMCO SUPPLY CO.	SUPPLIES	1,110.00
LATI PARTS DEPARTMENT	SUPPLIES	358.01			

PAYROLL:

	Sal	SS	Pen	Ins		Sal	SS	Pen	Ins
Mayor/CC	17,005.48	1,244.38	499.03	1,149.63	Forestry	12,642.74	925.97	560.45	1,686.05
Attorney	9,313.08	594.76	495.28	1,149.63	Library	36,175.95	2,592.84	1,943.34	5,671.36
Finance	32,383.31	2,346.70	1,939.98	4,789.94	Building Serv.	17,146.30	1,256.62	953.94	2,490.68
Info Tech	12,944.38	905.48	772.46	2,299.26	Park & Rec.	184,276.82	13,625.69	6,611.83	17,662.53
Engineer	33,192.67	2,436.90	1,983.77	4,444.94	WRC	42,414.91	3,147.14	1,783.15	3,908.52
Police	188,526.07	13,543.46	14,630.14	31,120.24	E-911	45,706.73	3,298.50	2,742.42	6,935.62
Fire	188,959.60	2,870.80	15,006.03	26,092.78	Upper Big Sioux	7,114.88	490.28	425.69	881.42
Street	58,552.99	4,329.90	3,216.93	8,353.46	Sewer	70,653.76	5,130.77	4,089.16	10,038.20
Cemetery	10,761.05	775.34	503.42	1,417.84	Landfill	64,474.42	4,613.92	3,865.19	10,384.52
Animal Cntrl	3,797.21	279.19	226.63	536.42	Airport	17,899.95	1,318.95	928.76	1,954.26
Add'l 5.25 long	C. Brown (Finance), R. Beauchamp, V. Krucker & C. Stricherz (Police), C. Kruse, J. Pietz & B. Wientjes (Fire), J. Elkins & D. Taken (P&R),								
Add'l 5.25 long	D. Hopkins & R. Jennen(Sewer), G. Hjellming (Landfill)								
New Hires WCRC	C. Woodard, A. Gerrish, M. Reichling (10.00/hr), New Hire Street J. Rethke (3,179.00/mo), New Hire Cemetery D. Anderson & B. Edwards (9.00/hr)								
New Hires Forestry	D. Herr (12.00/hr)								

President Buhler removed the application for a location transfer of a malt beverage license from Cloud 9 Golf Course (inactive) from the agenda. Motion by Tupper, seconded by Danforth, to approve the agenda as amended. Motion carried.

This being the time scheduled for the public hearing on the application of a new retail (on-off sale) malt beverage and wine license for El Tapatio Inc. 2, d/b/a El Tapatio, 715 9th Ave SE, Lots 16-21 in Block 28 of Brock's addition, President Buhler called for public comment. Hearing no comment from the public, motion by Mantey, seconded by Albertsen, to approve the license as presented. Motion carried.

Ordinance No. 16-19 creating a new chapter of Title 12 for Licensing and Regulating Ambulance Services for the City of Watertown was placed on its second reading and the title was read. Motion by Vilhauer, seconded by Rieffenberger, to approve Ordinance No. 16-19 as presented. Motion carried.

Ordinance No. 16-20 amending Section 21.0210, 21.7310, 21.8006, and 21.9901 of the Revised Ordinances of the City of Watertown to clarify punishments for violations of Title 21 was placed on its first reading and the title was read. No action was taken.

Motion by Mantey, seconded by Danforth, to approve Change Order No. 2 (final) to the contract with Koehl Excavating, LLC for the Street and Storm Sewer Construction project increasing the contract amount \$25,163.94. Motion carried.

Motion by Albertsen, seconded by Tupper, to approve Change Order No. 3 (final) to the contract with Crestone Builders, Inc. for the Uptown Alley/Parking Lot project increasing the contract amount \$6,705.94. Motion carried.

Motion by Danforth, seconded Tupper, to adjourn until 7:00 PM on Monday, October 17, 2016. 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 3rd day of October, 2016.

ATTEST:

Rochelle Ebbers, CPA
Finance Officer

Steve Thorson
Mayor



COOPERATIVE PURCHASING AGREEMENT

Under the Authority of Minnesota Statutes § 16C.03, Subdivision 10
and
Minnesota Statutes § 471.59, Subdivision 1

This Joint Powers Agreement is between the State of Minnesota, through its commissioner of Administration, Materials Management Division ("Division") and

CITY OF WATERTOWN, SD ("Authorized Entity").

Pursuant to Minn. Stat. § 16C.03, subd. 10, the Division acquires various supplies, commodities, equipment, and services for state agencies and governmental units (as defined in Minn. Stat. § 471.59, subd. 1) through competitive bidding or requests for proposals. The Division, through Minn. Stat. § 16C.11, and the Authorized Entity wish to combine their purchasing functions, as specifically provided below, so that the Authorized Entity may avail itself of the prices which have been agreed upon by the Division and its vendors.

The parties agree as follows:

- 1. Term.** This joint powers agreement will be effective on the date State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, and remains in effect until canceled by either party upon 30 days' written notice to the other party.
- 2. Services.** The Division will make its contracts for commodities and services, as listed on the State of Minnesota's Contract Index, available to the Authorized Entity.
- 3. Use of Division Contracts.** To purchase commodities or services from the Division's contracts, the Authorized Entity must issue a purchase order in accordance with the terms and conditions of the Division's contracts and any requirements applicable to the Authorized Entity's governing body. The Authorized Entity must send purchase orders directly to the applicable vendor and will make payments directly to the vendor in accordance with its established procedures and terms of the Division's contract. The Authorized Entity will not use the goods available under the Division's contracts for the purposes of resale. The Authorized Entity must be the end user of the goods purchased.
- 4. Liability.** The Authorized Entity agrees that neither the Division nor its employees personally assume responsibility or liability for any amounts due or claimed to be due pursuant to any purchase order entered issued by the Authorized Entity. The Authorized Entity will indemnify, save and hold harmless the Division and its employees from any loss, damage or



COOPERATIVE PURCHASING AGREEMENT

Under the Authority of Minnesota Statutes § 16C.03, Subdivision 10 and

Minnesota Statutes § 471.59, Subdivision 1

expense, including payment of attorney fees allowable by law, which arise or may arise from the Authorized Entity's use of this joint powers agreement and from any dispute or claim arising from any transaction between the Authorized Entity and the Division's vendors, whether or not the loss, damage, dispute or claim arises during or after the period of this cooperative agreement. The Division's liability will be governed by the provisions of Minn. Stat. § 3.736.

CITY OF WATERTOWN, SD

"Authorized Entity certifies that the appropriate person(s) have executed this cooperative agreement on behalf of the Authorized Entity as required by applicable articles, bylaws, resolutions or ordinances."

By:

(Authorized Signature)

(Title)

(Address)

(Date)

STATE OF MINNESOTA

"By Delegation"

By:

Materials Management Division

(Date)

Permit Number/Access Code:



September 28, 2016

Shelly Ebbers
City of Watertown, SD
PO Box 910
Watertown, SD 57201

On behalf of the Materials Management Division (MMD), welcome to the Cooperative Purchasing Venture (CPV) program. Enclosed please find one copy of the Cooperative Purchasing Agreement (two-sided form). Any previous agreement is void.

The agreement becomes effective after signature by both parties, and remains in effect until canceled by either party (with 30 days written notice).

PLEASE HAVE THE AGREEMENT SIGNED BY AN AUTHORIZED PERSON AND RETURN THE ORIGINAL TO SHERRY BROWN. A FULLY EXECUTED COPY WILL BE SENT TO YOU FOR YOUR RECORDS.

Along with your executed copy, you will receive your CPV permit number/security access code. Your access code enables you to utilize MMD's website to access information on all contracts available to CPV members.

When placing orders with contract vendors, be sure to reference the applicable State of Minnesota contract number to ensure you receive the State contracted pricing.

If you have any questions regarding registration, please call me at 651.201.2404. If you have any questions regarding contract information, please call the MMD HelpLine at 651.296.2600.

Sincerely,

A handwritten signature in blue ink that reads "Sherry L. Brown".

Sherry L. Brown
Business Administrator

Enclosure



9330 Priority Way West Dr.
 Indianapolis, IN 46240
 Phone: 317-208-1700
 Toll Free: 877-796-6842
 Fax: 317-208-2202

**GOVERNMENT
 AGREEMENT
 No: 10949**

Customer Legal Name City of Watertown – Regional Landfill		Customer Billing Address (If different)	
Address P.O. Box 910		Address	
City Watertown	County Codington	City	County
State SD	Zip Code 57201	State	Zip Code
Location Contact: Joel Boyd	Phone 605-882-6219	Fax	Salesperson Josiah Mullen
Tax ID# <input type="checkbox"/> K-12 <input checked="" type="checkbox"/> Other Municipal			

PO Number (if applicable): _____ PO Expiration Date: _____

CONTRACT DURATION / NUMBER OF VEHICLES

Term of Agreement: 12 Mo. 24 Mo. 36 Mo. ____ Mo.
 Total Number of Vehicles: 8
 Tax Exempt: No Yes (Attach Certificate)

THIS AGREEMENT COVERS THE FOLLOWING:

SILVERLINING SOFTWARE	EQUIPMENT LIST	
	TYPE	QTY
<input checked="" type="checkbox"/> Core Track & Trace		
<input checked="" type="checkbox"/> Route Builder	LMU: AIO Tablets	8
<input checked="" type="checkbox"/> Time and Attendance		
<input checked="" type="checkbox"/> Engine Diagnostics	Peripheral:	
<input checked="" type="checkbox"/> Turn by Turn Navigation		
	Other:	

Carrier: Synovia Verizon Sprint AT&T

Installation: Synovia Customer

SPECIAL INSTRUCTIONS: Vehicles to be equipped with Tablets for Turn By Turn navigation. Also have tap points monitoring actions on vehicles as well as Safety Vision cameras currently on vehicles. Includes add'ons of Engine Diag, Turn by Turn Navi and Route Builder. INSTALLATION included!

RATE AND METHOD OF PAYMENT

Base Payment \$ <u>57.00</u> X Number of Vehicles <u>8</u> = \$456.00	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	
Base Payment \$ _____ X Number of Vehicles _____ = \$ _____		
Base Payment \$ _____ X Number of Vehicles _____ = \$ _____		
Total Rental Payment	\$456.00	<input type="checkbox"/> Check <input type="checkbox"/> ACH <input type="checkbox"/> Credit Card
Applicable Sales Tax	\$Tax Exempt	
Total Rental Payment with Tax	\$456.00	

PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.

AUTHORIZATION

Company Full Name (Please Print) City of Watertown – Regional Landfill		Synovia Solutions	
Authorized Signature	Date	Authorized Representative of Synovia Josiah Mullen	Title Sales Representative
Authorized Signer's Printed Name	Title	Authorized Representative of Synovia Signature	Date

RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term.
3. **SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: **Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a credit for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.**
4. **TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period.
5. **CANCELATION.** Customer may cancel this agreement for convenience on the anniversary date of its fiscal year end by providing Vendor with a minimum of 60 days' written notice on Customer letterhead through the US Mail or express delivery. Customer agrees that telephonic or email delivery of such notice does not constitute an authorized notice of intent to cancel to Vendor, and is not actionable. Notices received with less than 60 days' notice before the end of the fiscal year will not be valid for that fiscal year and will only be enforceable at the end of the next fiscal year. Regardless of such notice given, Customer will continue to make monthly payments until the equipment is delivered to Vendor at Customers expense.
6. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. **This Synsurance Agreement specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might results in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.**
7. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, or its agents. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default.**
8. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer.
9. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.
10. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.
11. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state in which Vendor is headquartered or, if this Agreement has been assigned by Vendor, the state in which the assignee is headquartered. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. All judicial proceedings arising under this Agreement shall be adjudged by any court having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its assignee.
12. **RENEWAL.** After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon the expiration date of this Agreement, Customer shall relinquish the Equipment to Vendor together with all accessories, free from damage and in the same

condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.

From time to time, Vendor may receive data or information requests or subpoenas from third parties, either as a result of an investigation or pending litigation. Customer hereby consents to Vendor's disclosure of such data or information requested pursuant to a valid and enforceable document request or subpoena. Customer agrees that it shall not be entitled to notice of such disclosure except as required by applicable state or federal law.

13. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.

14. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

15. **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via credit card or direct debit ACH if payment is less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.

16. **MANNER OF EXECUTION.** Facsimile or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed.

17. **INSTALLATION SURCHARGE.** The total monthly rental price on this Synsurance Agreement includes one visit (at a mutually agree upon date) by the Vendor or its authorized Contractor to install the contracted hardware and peripherals. If Vendor or its assigned Contractor is requested by Customer to return after the initial visit to install hardware on vehicles or assets, Customer agrees to pay \$750 per Installer per day for Installation services.

Customer Initials_____

SD EForm - 0873 V6

Date Received _____
Date Issued _____

License No. AL-6050

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

A. Owner Name and Address

BMY INC
Box 352
Watertown, SD 57201

Owner's Telephone #: 605-868-3780

B. Business Name and Address

Ringo's
520 10th St NW
Watertown, SD 57201

Business Telephone #: 605 878-3030

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Retail (on-off sale) Wine
- Package (off-sale) Liquor
- Retail (on-off sale) Malt Beverage
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package (off sale) Malt Beverage
- Package (off sale) Malt Beverage & SD Farm Wine
- Other (please classify) _____
- Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 0
Number of other On-sale Liquor Licenses held: 0
Is this License in active use? Yes No

D. Legal description of licensed premise:

N 110' of Lots 1-13 N 110' of E 20' + L 13
14 Blk 3 Davis Addn

Have you ever been convicted of a felony? Yes No

Do you own or lease this property? (Check one)

E. State Sales Tax Number: 1028 2491-5T

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

G. New license? Transfer? (\$150) Re-issuance?

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Signed this 5 day of Oct Print Name: Brad E Maynard Signature: Brad E Maynard

I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? Yes No County: Codington

This application was subscribed and sworn to before me this 5th day of October

Approving Officer's Telephone number 605 885-6203 (x8) Signature: [Signature]

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on October 8. Public hearing on the application was held October 17, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? Yes No

Are real property taxes paid to date? Yes No

Ineligible for video lottery?

Number of video lottery terminals on licensed premise: _____

Renewal - no public hearing held
Amount of fee collected with application \$ 190.00
Amount of fee retained \$ 190.00
Forwarded with application \$ 0

For Local Government Use

(Seal) _____
Mayor or Chairman
If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____
Sales tax approval _____ Date _____
STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

2/1

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

If supplement unchanged from last year check this box and sign below.

Affidavit

State of South Dakota)

:ss

County of)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC _____

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

Date of incorporation _____

Date of last report filed with Secretary of State _____

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? _____

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? _____

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

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

Name, address and occupation of each of the directors of the corporation:

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

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet
_____	_____
_____	_____

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

With signature the applicant agrees to the following:

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

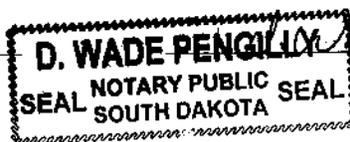
We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If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

Signature of Authorized Officer/Director/Partner

Brod E. Maynard

Subscribed and sworn to before me this 5th of October, Codrington County, State of South Dakota.

My commission expires 11-09-2018



D. Wade Penglix
(Notary Public)

RESOLUTION NO. 16-34

RESOLUTION LEVYING ASSESSMENTS FOR STREET PROJECTS

1601-D and 1601-E

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

1. The City Council has deemed it necessary to construct the street improvements heretofore designated as Street Project Number 1601-D and 1601-E.
2. The assessment roll for Street Projects 1601-D and 1601-E, is hereby approved and the assessments thereby specified are levied against each and every lot, piece and parcel of land thereby described with assessments, payable in ten, (10), installments.
3. Such assessments, unless paid within thirty (30) days after the filing of the approved assessment roll in the office of the Finance Officer, shall be collected by the County Treasurer of Codington County in accordance with the procedure for Plan One in Section 9-43-30 to 9-43-41, South Dakota Codified Laws.
4. Unpaid installments of assessments shall bear an interest rate of 10.00 per cent per annum.
5. The whole of such assessment or any installment thereof may be paid anytime and that all installments paid prior to their respective due dates shall be deemed paid in inverse order of their due dates.

Dated at Watertown, South Dakota, this 7th day of November, 2016.

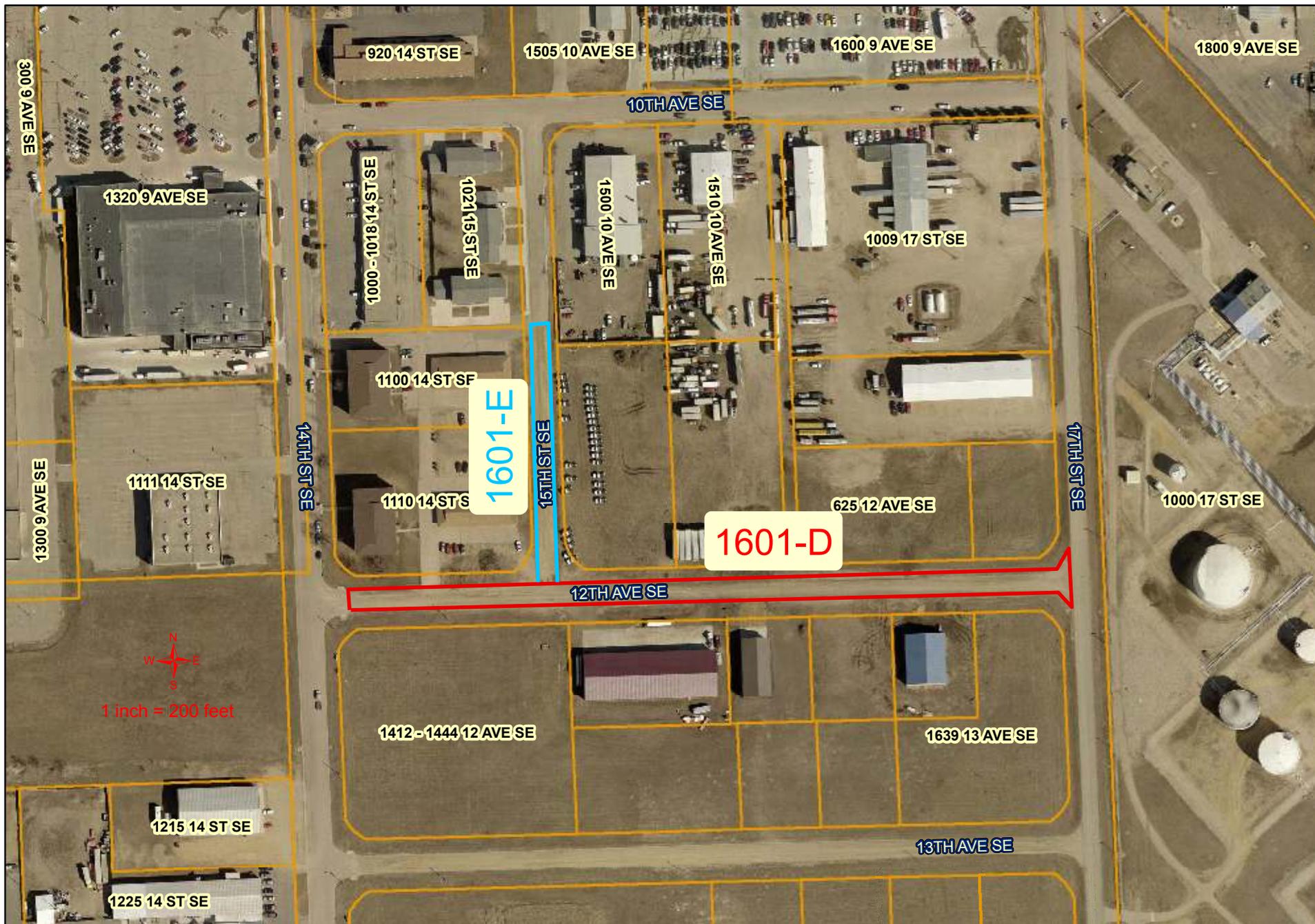
The above and foregoing resolution was moved for adoption by Alderperson _____, seconded by Alderperson _____, and upon voice vote motion carried, whereupon the Mayor declared the same to be duly passed and adopted.

ATTEST:

Rochelle M Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

Project Location Map



MEMORANDUM

TO: Watertown City Council

FROM: Justin Goetz, City Attorney

DATE: September 2, 2016

RE: Request to Initiate an Amendment to Watertown Zoning Ordinance on Punishments

Background:

Section 21.9901 of the Revised Ordinances of the City of Watertown is entitled “Punishment,” and it provides that it governs “[a]ny person violating any of the provisions of this title[.]” In a similar vein, Section 21.0210, entitled “Violations and Penalties,” also asserts that it covers “[a]ny person who violates . . . any provisions of this ordinance[.]” Two other sections (§§ 21.7310 and 21.8006) appear to punish violations of only their respective chapters, yet both appear to conflict in whole or in part with Section 21.9901’s overarching application. Despite these apparently dueling and overlapping provisions, a legally-consistent framework currently exists for punishing zoning ordinance violators. *See* Rev. Ord. § 21.9701 (“Where these provisions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.”). However, for those not law-trained, the existence of these multiple, similar provisions may generate confusion.

Summary:

In order to address this confusion, the proposed, attached amendment is offered for the Board’s consideration. The amendment:

- (1) repeals overlapping provisions in Sections 21.0210, 21.7310, and a portion of Section 21.8006; and
- (2) incorporates the unique provisions of Section 21.0210 into Section 21.9901 in order to create one, all-purpose enforcement provision. Portions added to Section 21.9901 include clarifications that:
 - a. Each day “or portion thereof” that a violation continues is a separate, chargeable offense.
 - b. A violator who also receives a license from the City Council (for a trade, or a profession, or to serve food or alcohol) can have the license

revoked for a zoning ordinance violation after notice and opportunity for hearing.

- c. Not just the owner of the property can be found guilty of violating, but any culpable tenant, architect, builder, etc. may also violate.

Finally, Section 21.9901 would be the appropriate section in which to condense the punishment provisions that are generally applicable to Title 21 violations. *See* Rev. Ord. § 22.0105 (“In all other titles [except Title 13], punishment is set out in a chapter at the close of the title, always numbered 99.”).

ORDINANCE 16-20

AN ORDINANCE AMENDING SECTIONS 21.0210, 21.7310, 21.8006, AND 21.9901 OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN TO CLARIFY PUNISHMENTS FOR VIOLATIONS OF TITLE 21 (ZONING ORDINANCE).

BE IT ORDAINED by the City of Watertown, South Dakota that Section 21.0210 and Section 21.9901 of the Revised Ordinances of the City of Watertown authorizing punishment be amended as follows:

21.0210: ~~VIOLATIONS AND PENALTIES REPEALED~~ (Ord. 16-20 Repealed 10-03-16)

~~**Complaints Regarding Violations.** Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the administrative official. He shall record properly such complaint, immediately investigate, and take action thereon as provided by this ordinance.~~

~~**Violations Punished As Misdemeanors, Policies.** Any person who violates, disobeys, omits, neglects or refuses to comply with any provisions of this ordinance, or who erects, alters, repairs or maintains any use, building or structure in violation of any requirement, provision or regulation of this ordinance, or who fails to perform any act or duty required by this ordinance or who violates any lawful order issued by the City or who violates any condition, limitation, safeguard or requirement established in connection with any building permit, variance or special use permit, or other permit shall be guilty of a misdemeanor and shall be fined not more than two hundred dollars (\$200) or imprisoned for more than thirty (30) days, and in addition shall pay all costs and expenses involved in the case. In addition, if such violation is of any provision involving a licensee, the City Council may revoke the license of any licensee so convicted after notice and opportunity for hearing.~~

~~**Separate Offenses Declared for Each Day of Violation.** Each day or portion thereof during which a violation of this ordinance is committed, maintained or continued shall constitute a separate offense.~~

~~**Accessories to Violations Punishable as Principals.** The owner or tenant of any building, structure, premise or part thereof and any architect, builder, contractor, agent or other person who commits, participates in, assists in or maintains a violation of this ordinance may each be found guilty of a separate offense and punished as provided herein.~~

21.7310: ~~PENALTY REPEALED~~ (Ord. 16-20 Repealed 10-03-16)

~~Any person who violates, disobeys, omits, neglects or refuses to comply with any provisions of this ordinance, or who erects, alters, repairs or maintains any use, building or structure in violation~~

~~of any requirement, provision or regulation of this ordinance, or who fails to perform any act or duty required by this ordinance or who violates any lawful order issued by the City or who violates any condition, limitation, safeguard, or requirement established in connection with any building permit, variance, or conditional use permit shall be guilty of a misdemeanor and shall be fined not more than two hundred dollars (\$200) or imprisoned for more than thirty (30) days, and in addition shall pay all costs and expenses involved in the case. In addition, if such violation is of any provision involving a licensee, the City Council may revoke the license of any licensee so convicted after notice and opportunity for hearing.~~

21.8006: ADMINISTRATION

1. **General.** In the event any portion of this chapter shall be declared invalid or unenforceable for whatever reason, such declaration shall not impair the enforceability of any other provision. In the event a provision of this chapter conflicts with any other ordinance, statute or federal law, the more restrictive law shall apply.
2. **Enforcement.** The Administrative Official or his designee may declare any sign unlawful by reason of inadequate maintenance, improper placement, dilapidation, abandonment, or for having been erected without a permit or by an unlicensed contractor or for violating any other provision of this code or other statute or federal law. The owner of any unlawful sign or sign structure shall have committed an ordinance violation which, upon conviction, is punishable ~~by a fine up to two hundred dollars (\$200), thirty (30) days in jail or both. Each day any violation of this title continues shall constitute a separate offense~~ as provided in Section 21.9901.

21.9901: PUNISHMENT

Any person violating, omitting, disobeying, neglecting, or refusing to comply with any of the provisions of this title ~~or any person who erects, alters, repairs or maintains any use, building or structure in violation of any requirement of this ordinance, or who fails to perform any act or duty required by this ordinance or who violates any lawful order issued by the City or who violates any condition, limitation, safeguard or requirement established in connection with any building permit, variance or special use permit or other permit shall be guilty of a misdemeanor and,~~ upon conviction thereof, be punished by a fine of not more than two hundred dollars (\$200) or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment; and if such violation is of any provision involving a licensee, the City Council may revoke the license of any licensee so convicted after notice and opportunity for hearing.

~~Any violation of this title shall be a misdemeanor and punishable by a fine of not more than two hundred dollars (\$200). Each day or portion thereof during which a violation of this title is committed, maintained or continued shall constitute a separate offense. The owner or tenant of any building, structure, premise or part thereof and any architect, builder, contractor, agent or other person who commits, participates in, or assists in or maintains a violation of this title may each be found guilty of a separate offense and punished as provided herein. (E-299-2), (E-679)~~

In addition, when any work is done without a permit, the violator shall be required to return the premises to the natural condition and upon failure to do so within thirty (30) days after notice in

writing, the City may return the premises to the natural condition and assess the cost thereof to the land owner. ~~(E 299-2), (E 679)~~

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 hereby certify that Ordinance 16-20 was published in the Watertown Public Opinion, the official newspaper of said City, on the 22nd day of, October, 2016.

Rochelle M. Ebbers, CPA

First Reading: October 3rd, 2016
Second Reading: October 17th, 2016
Published: October 22nd, 2016
Effective: November 11th, 2016

City of Watertown

Attest:

Rochelle M. Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

RESOLUTION NO. 16-35

A RESOLUTION ESTABLISHING CAPITAL OUTLAY ACCUMULATIONS WITHIN THE GENERAL AND SPECIAL REVENUE FUNDS AND ESTABLISHING A DEPRECIATION RESERVE WITHIN THE ENTERPRISE FUNDS TO PROVIDE FOR THE REPLACEMENT AND ACQUISITION OF EQUIPMENT AND OTHER CAPITAL OUTLAY PURPOSES AUTHORIZED BY SOUTH DAKOTA CODIFIED LAW.

WHEREAS, Section 9-21-14.1, SDCL, authorizes the governing body of a municipality to accumulate funds for capital purposes; and

WHEREAS, Section 9-21-12, SDCL authorizes the governing body of a municipality to establish a depreciation reserve within each proprietary fund to replace and repair equipment belonging to the municipality;

WHEREAS, the City Council deems it advisable to provide for such capital outlay accumulations and depreciation reserves consistent with the adopted long-term capital improvement plan and City budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Watertown, that capital outlay accumulations and depreciation reserves be established as presented on the schedule on file in the City Finance Office. The accumulation schedule shall be reviewed annually in conjunction with the long-term capital improvement plan and adoption of the annual City budget.

Dated at Watertown, South Dakota this 17th day of October 2016.

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

I hereby certify that Resolution 16-35 was published in the Watertown Public Opinion, the official newspaper of said City, on the ____ day of _____, 2016.

City of Watertown

ATTEST:

Rochelle M. Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

RESOLUTION NO. 16-36

AUTHORIZING ELECTION OF MEMBERS OF THE WATERTOWN-CODINGTON COUNTY REGIONAL RAILROAD AUTHORITY

BE IT RESOLVED that the City of Watertown, County of Codington, South Dakota, hereby reaffirms its membership in the Watertown-Codington County Regional Railroad Authority pursuant to the Regional Railroad Authorities Act, codified at SDCL chapter 49-17A, and pursuant to the Agreement establishing such regional railroad authority which was made and entered into on May 28, 2002;

BE IT FURTHER RESOLVED that Rochelle Ebbers and Justin Goetz are hereby elected as the two (2) Commissioners designated to represent the City of Watertown on the Board of Commissioners of the Watertown-Codington County Regional Rail Authority to serve for a term of three (3) years, and said commissioners shall serve in that capacity until their successors are elected and qualified.

Dated at Watertown, South Dakota, this ____ day of October 2016.

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

I hereby certify that Resolution No. 16-36 was published in the Watertown Public Opinion, the official newspaper of said City, on the ____ day of _____, 2016.

City of Watertown

Attest:

Rochelle M. Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

Prepared by:
Engineering Department
City of Watertown
23 Second Street NE
P.O. Box 910
Watertown, SD 57201
(605) 882-6201

RESOLUTION 16-14

RECOMMENDED BY THE CITY PLAN COMMISSION

**PLAT OF WATERTOWN SPORT COMPLEX FIRST ADDITION
TO THE MUNICIPALITY OF WATERTOWN
IN THE SE ¼ OF SECTION 5-T116N-R52W OF THE 5TH P.M.,
CODINGTON COUNTY, SOUTH DAKOTA**

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

Watertown Sport Complex First Addition to the Municipality of Watertown in the SE ¼ of Section 5-T116N-R52W of the 5th P.M., Codington County, South Dakota

Dated at Watertown, South Dakota, this ____ day of _____, 2016.

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

I hereby certify that Resolution 16-14 was published in the Watertown Public Opinion, the official newspaper of said City, on the ____ day of _____, 2016.

Rochelle M. Ebbers, CPA
City of Watertown

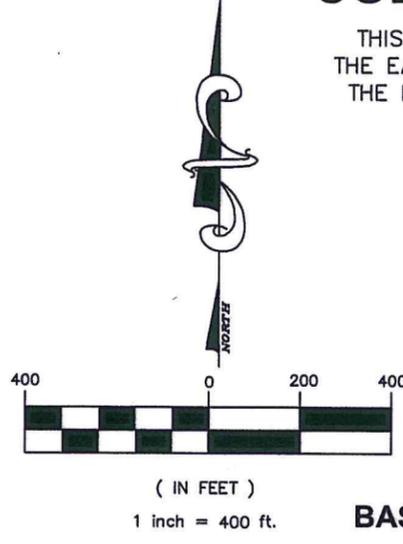
Attest:

Rochelle M. Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

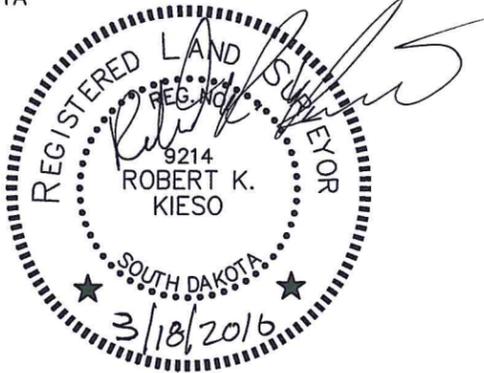
**PLAT OF
 WATERTOWN SPORT COMPLEX FIRST SUBDIVISION
 TO THE MUNICIPALITY OF WATERTOWN IN THE SE 1/4
 OF SECTION 5-T116N-R52W OF THE 5th P.M.,
 CODINGTON COUNTY, SOUTH DAKOTA**

THIS PLAT CONTAINS ALL THAT PORTION OF THE PROPERTY DESCRIBED AS FOLLOWS:
 THE EAST 1/2 SE 1/4 EXCEPT THE EAST 333.33 FEET OF THE NORTH 653.4 FEET AND
 THE PLAT OF H1, ALSO INCLUDES A PORTION OF THE W 1/2 SE 1/4 ALL IN SECTION
 5-T116N-52W OF THE 5TH P.M., CODINGTON COUNTY, SOUTH DAKOTA



LEGEND

- ⊙ SET 5/8" X 18" REBAR WITH SURVEY CAP STAMPED KIESO RLS 9214
- FOUND PROPERTY CORNER
- ▲ CALCULATED POSITION
- ⊙ SET 3" SPIKE W/ WASHER STAMPED KIESO RLS 9214
- B.F.E. BASE FLOOD ELEVATION
- 1715 B.F.E.— 100 YEAR FLOOD BASE FLOOD ELEVATION

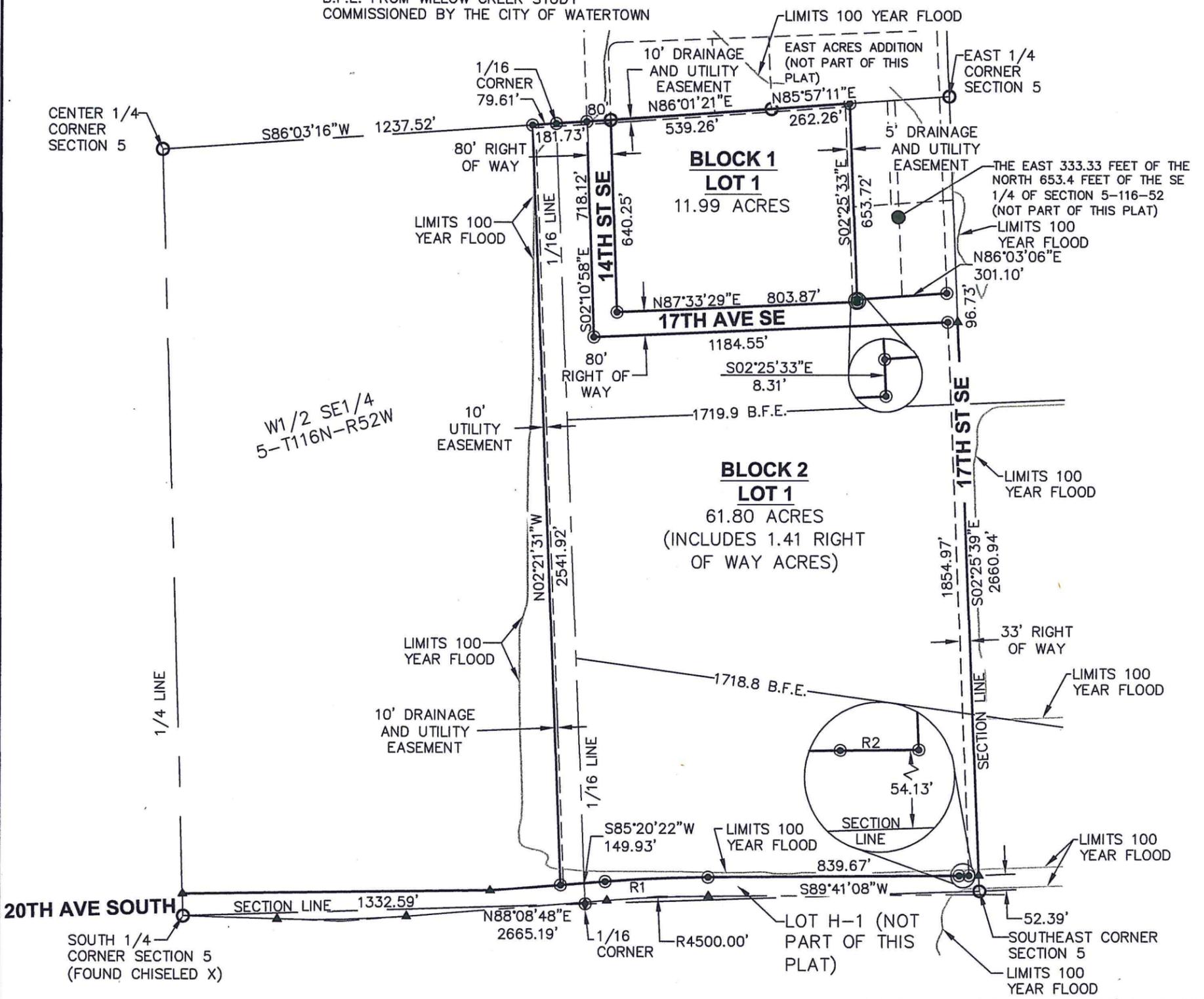


BASIS OF BEARINGS

SD STATE PLANE NORTH
 DISTANCES ARE GROUND
 B.F.E. IN NGVD 29
 B.F.E. FROM WILLOW CREEK STUDY
 COMMISSIONED BY THE CITY OF WATERTOWN

UTILITY EASEMENTS

10' SIDE YARD UTILITY EASEMENT
 5' REAR YARD UTILITY EASEMENT



R1: DELTA: 04°19'27"	R2: DELTA: 00°09'53"
TANG: 172.35'	TANG: 16.39'
ARC: 344.53'	ARC: 32.77'
RAD: 4565.0'	RAD: 11394.0'
CHORD: 344.45'	CHORD: 32.77'
CHORD BEARING: N87°31'24"E	CHORD BEARING: N89°36'11"E

Helms & Associates
 CIVIL ENGINEERS & LAND SURVEYORS

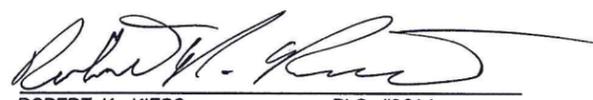
221 Brown County Highway 19
 P.O. Box 111
 Aberdeen, S.D. 57401
 Phone: 605.225.1212
 Fax: 605.225.3189

PLAT OF
WATERTOWN SPORT COMPLEX FIRST SUBDIVISION
TO THE MUNICIPALITY OF WATERTOWN IN THE SE 1/4
OF SECTION 5-T116N-R52W OF THE 5th P.M.,
CODINGTON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, ROBERT K. KIESO, A REGISTERED LAND SURVEYOR OF ABERDEEN, SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE REQUEST OF THE CITY OF WATERTOWN, SOUTH DAKOTA AS OWNERS, AND UNDER THEIR DIRECTION FOR THE PURPOSES INDICATED THEREIN, I DID ON OR PRIOR TO NOVEMBER 11, 2015, SURVEY THOSE PARCELS OF LAND DESCRIBED AS FOLLOWS: **WATERTOWN SPORT COMPLEX FIRST SUBDIVISION TO THE MUNICIPALITY OF WATERTOWN IN THE SE 1/4 OF SECTION 5-T116N-R52W OF THE 5th P.M., CODINGTON COUNTY, SOUTH DAKOTA.**

I FURTHER CERTIFY THAT THE WITHIN AND FOREGOING PLAT IS IN ALL RESPECTS TRUE AND CORRECT.
DATED THIS 18 DAY OF March, 2016


ROBERT K. KIESO RLS #9214

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE ABSOLUTE AND UNQUALIFIED OWNERS OF ALL THE LAND INCLUDED IN THE WITHIN AND FOREGOING PLAT; THAT THE PLAT HAS BEEN MADE AT OUR REQUEST AND UNDER OUR DIRECTION FOR THE PURPOSES INDICATED THEREIN; WHICH SAID PROPERTY AS SO SURVEYED AND PLATTED SHALL HEREAFTER BE KNOWN AS, **WATERTOWN SPORT COMPLEX FIRST SUBDIVISION TO THE MUNICIPALITY OF WATERTOWN IN THE SE 1/4 OF SECTION 5-T116N-R52W OF THE 5th P.M., CODINGTON COUNTY, SOUTH DAKOTA** AS SHOWN BY THIS PLAT, AND WE HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE FOREVER AS SUCH, THE STREETS AND ALLEYS, IF ANY, AS SHOWN AND MARKED ON SAID PLAT; AND THAT DEVELOPMENT OF THE LAND INCLUDED WITHIN THE BOUNDARIES OF SAID SUBDIVISION SHALL CONFORM TO ALL EXISTING APPLICABLE EASEMENTS, ZONING, SUBDIVISION, AND EROSION AND SEDIMENT CONTROL REGULATIONS.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

CITY OF WATERTOWN

BY: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)SS

ON THIS THE _____ DAY OF _____, 20____, BEFORE ME, _____, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED STEVE THORSON MAYOR OF THE CITY OF WATERTOWN, SOUTH DAKOTA A MUNICIPALITY, AND THAT HE, AS SUCH, BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE CITY OF WATERTOWN BY HIMSELF AS MAYOR IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

TITLE: MAYOR STEVE THORSON

NOTARY PUBLIC, _____ STATE

MY COMMISSION EXPIRES: _____

CITY PLAN COMMISSION RECOMMENDATION

RESOLUTION NO: _____

I HEREBY CERTIFY THAT THE FOLLOWING IS A CORRECT COPY OF THE RESOLUTION DULY PASSED BY THE CITY PLAN COMMISSION OF WATERTOWN, SOUTH DAKOTA AT A MEETING HELD ON THE _____ DAY OF _____, 20____.

"BE IT RESOLVED BY THE CITY PLAN COMMISSION OF WATERTOWN, SOUTH DAKOTA, THAT THE PLAT SHOWING **WATERTOWN SPORT COMPLEX FIRST SUBDIVISION TO THE MUNICIPALITY OF WATERTOWN IN THE SE 1/4 OF SECTION 5-T116N-R52W OF THE 5th P.M., CODINGTON COUNTY, SOUTH DAKOTA** HAVING BEEN EXAMINED, IS HEREBY APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SDCL 11-3, AND ANY AMENDMENTS THEREOF."

CHAIRMAN, WATERTOWN CITY PLAN COMMISSION

PLAT OF
WATERTOWN SPORT COMPLEX FIRST SUBDIVISION
TO THE MUNICIPALITY OF WATERTOWN IN THE SE
1/4 OF SECTION 5-T116N-R52W OF THE 5th P.M.,
CODINGTON COUNTY, SOUTH DAKOTA

RESOLUTION OF WATERTOWN CITY COUNCIL

RESOLUTION NO: _____

I HEREBY CERTIFY THAT THE FOLLOWING IS A CORRECT COPY OF THE RESOLUTION DULY PASSED BY THE CITY COUNCIL OF WATERTOWN, SOUTH DAKOTA AT A MEETING HELD ON THE ____ DAY OF _____, 20____.

"BE IT RESOLVED BY THE CITY COUNCIL OF WATERTOWN, SOUTH DAKOTA, THAT THE PLAT SHOWING **WATERTOWN SPORT COMPLEX FIRST SUBDIVISION TO THE MUNICIPALITY OF WATERTOWN IN THE SE 1/4 OF SECTION 5-T116N-R52W OF THE 5th P.M., CODINGTON COUNTY, SOUTH DAKOTA** HAVING BEEN EXAMINED, AND HAVING RECEIVED A RECOMMENDATION FROM THE WATERTOWN CITY PLAN COMMISSION, IS HEREBY APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SDCL 11-3, AND ANY AMENDMENTS THEREOF."

ATTEST:

CITY FINANCE OFFICER, CITY OF WATERTOWN, SOUTH DAKOTA

MAYOR CITY OF WATERTOWN, SOUTH DAKOTA

FINANCE OFFICER'S CERTIFICATE

I ROCHELLE M. EBBERS, 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 SPORT COMPLEX FIRST SUBDIVISION TO THE MUNICIPALITY OF WATERTOWN IN THE SE 1/4 OF SECTION 5-T116N-R52W OF THE 5th P.M., CODINGTON COUNTY, SOUTH DAKOTA**, AS SHOWN BY THE RECORDS OF MY OFFICE ON THIS ____ DAY OF _____, 20____ HAVE BEEN PAID IN FULL.

ROCHELLE M. EBBERS, CITY FINANCE OFFICER

DIRECTOR OF EQUALIZATION'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT ENTITLED **WATERTOWN SPORT COMPLEX FIRST SUBDIVISION TO THE MUNICIPALITY OF WATERTOWN IN THE SE 1/4 OF SECTION 5-T116N-R52W OF THE 5th P.M., CODINGTON COUNTY, SOUTH DAKOTA**, HAS BEEN FILED IN MY OFFICE THIS ____ DAY OF _____, 20____.

DIRECTOR OF EQUALIZATION, CODINGTON COUNTY, SOUTH DAKOTA

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF CODINGTON COUNTY, SOUTH DAKOTA, AND HEREBY CERTIFY THAT ALL TAXES WHICH WOULD, IF NOT PAID, BE LIENS UPON ANY OF THE LANDS INCLUDED WITHIN THE PLAT ENTITLED **WATERTOWN SPORT COMPLEX FIRST SUBDIVISION TO THE MUNICIPALITY OF WATERTOWN IN THE SE 1/4 OF SECTION 5-T116N-R52W OF THE 5th P.M., CODINGTON COUNTY, SOUTH DAKOTA** ARE SHOWN BY THE RECORDS OF MY OFFICE TO BE FULLY PAID.

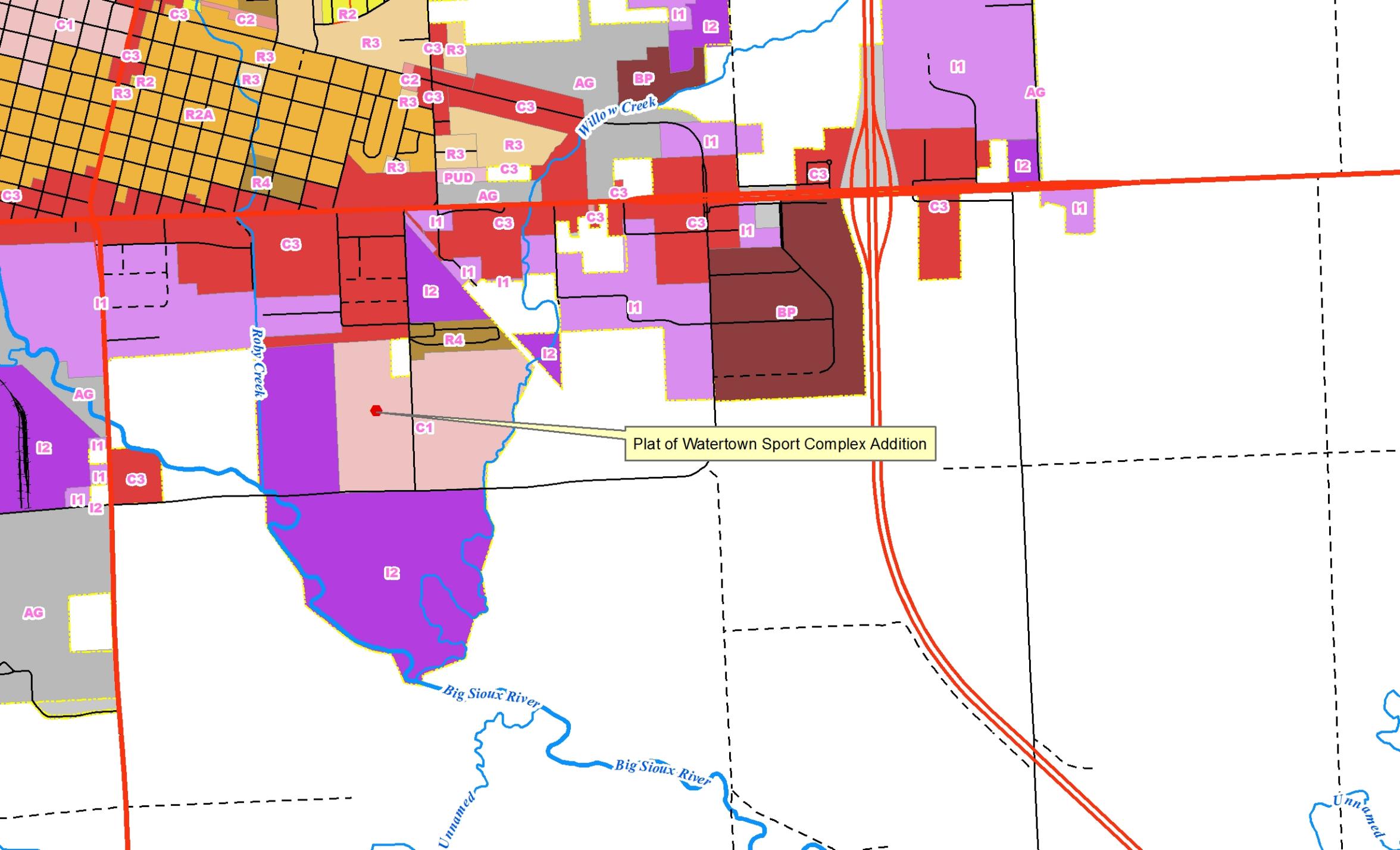
SIGNED THIS ____ DAY OF _____, 20____.

COUNTY TREASURER, CODINGTON COUNTY, SOUTH DAKOTA

REGISTER OF DEED'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE RECEIVED TH PLAT ENTITLED **WATERTOWN SPORT COMPLEX FIRST SUBDIVISION TO THE MUNICIPALITY OF WATERTOWN IN THE SE 1/4 OF SECTION 5-T116N-R52W OF THE 5th P.M., CODINGTON COUNTY, SOUTH DAKOTA** AND HAVE FILED FOR RECORD THIS ____ DAY OF _____ AND DULY RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

REGISTER OF DEEDS, CODINGTON COUNTY, SOUTH DAKOTA



Plat of Watertown Sport Complex Addition

Resolution No. 16-37

A Resolution Establishing a Standing Council Policy to Authorize the Mayor to Enter Into and Execute Contracts for Municipal Hangar Leases Pursuant to SDCL 9-1-5.

Whereas, the City Council has previously approved, in Resolution No. 13-17, Standing Council Policies that continue to designate the official City newspaper, vest Department Heads with authority to publicly open bids, and imbue the Finance Officer with certain authorities as a going concern; and

Whereas, pursuant to SDCL 9-1-5, the City Council is authorized, “by ordinance or resolution” to “delegate to any employee of the municipality the authority to enter into a contract on behalf of the municipality and to execute the contract and any other instrument necessary or convenient for the performance of the contract subject to the limitations delegated by the [City Council];” and

Whereas, the City of Watertown owns hangars at the Watertown Regional Airport, and that most leases of these hangars effectively constitute leases of municipal real property to private parties pursuant to SDCL 9-12-5.2; and

Whereas, these leases are month-to-month, short-term contracts reflecting common aviation industry practice and Federal Aviation Administration requirements, and these contracts’ short terms do not trigger the public hearing and notice of hearing requirements in SDCL 9-12-5.2; and

Whereas, the fluid nature and short-term demand for these hangars necessitates a quick approval process to ensure accurate contracting, timely financing, and an Airport that meets the needs of potential tenants;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERTOWN, SOUTH DAKOTA:

1. The Standing Council Policies adopted in Resolution No. 13-17 remains in full force and effect.
2. The City Council adopts another Standing Council Policy that delegates to the Mayor the authority to enter into and to execute any future municipal hangar leases and any other instrument necessary or convenient for the performance of the hangar lease on behalf of the municipality.
3. These Standing Council Policies shall remain in full force and effect until amended or revoked by subsequent resolution of the City Council.

Dated at Watertown, South Dakota, this ___ day of October, 2016.

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

I hereby certify that Resolution No. 16-36 was published in the Watertown Public Opinion, the official newspaper of said City, on the ____ day of _____, 2016.

City of Watertown

Attest:

Rochelle M. Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

FLEXIBLE BENEFITS PLAN & ADMINISTRATION AGREEMENT WITH WELLMARK

Request to renew the Flexible Benefits Plan for 2017

No change in available benefits

- Pre-tax for Medical, Dental, RX, AFLAC
- Medical Reimbursement Account Maximum \$2,550
- Dependent Care Reimbursement Account Maximum \$5,000
- Claim Run Out Period – 90 days following plan year
- Eligible 1st of the month following one day of employment for employees who work 30+ hours on a regular basis
- Mayor and City Council Members eligible after being duly elected and sworn into office
- May choose automatic reimbursement on Medical and RX

Additional benefits:

- Debit card administration
- Option for phone app

Annual Administrative Service Fee

- 2016: \$400
- **2017: \$400**

Claims Processing Fee (monthly claims processing fee per participating employee)

- 2016: \$5.25 x 66 participants x 12 months = \$4,158.00
- **2017: \$5.25 x 69 estimated participants x 12 months - \$4,347.00**



Howalt+McDowell Insurance



MARSH & McLENNAN

Howalt Benefits Consulting,
A division of Marsh & McLennan Agency LLC
Company

**Howalt Benefits Consulting,
A Marsh & McLennan Agency LLC Company
Service and Retainer Agreement**

This Agreement is entered into this 3rd day of October, 2016, between HOWALT BENEFITS CONSULTING, a Marsh & McLennan Agency LLC Company (hereinafter, HOWALT BENEFIT CONSULTING) and City of Watertown, SD ("Client").

WITNESSETH:

WHEREAS, Client wishes to retain HOWALT BENEFITS CONSULTING to perform insurance and/or financial and risk management support services (the "Services") and HOWALT BENEFITS CONSULTING wishes to perform the Services for Client; and

WHEREAS, the parties have agreed to contract for the Services and wish to formalize their contractual relationship.

NOW, THEREFORE, in consideration of these promises, the mutual covenants contained below, and other good and valuable consideration, the parties agree as follows:

A. Services. HOWALT BENEFITS CONSULTING agrees to provide consulting services to Client with respect to its employee benefits, specifically Affordable Care Act (ACA) assistance with measurement and stability tracking (see Addendum A). Nothing in this Agreement shall preclude HOWALT BENEFITS CONSULTING from providing consulting services to any other person or entity.

B. Term. From October 3, 2016 until December 31, 2016, unless earlier terminated as allowed below. Early termination notice must be provided at least ninety (90) days prior to the expiration date.

C. Independent Contractor. The parties hereto specifically agree that HOWALT BENEFITS CONSULTING is an independent contractor, and not an employee, servant or partner of Client.

D. Compensation Arrangement. In consideration of HOWALT BENEFITS CONSULTING Services, Client agrees to pay HOWALT BENEFITS CONSULTING \$7,500 (plus applicable sales tax) or \$2,500 per month for October, November and December 2016. Travel in the State of South Dakota and entertainment expense are included in this compensation. Client shall reimburse HOWALT BENEFITS CONSULTING for all reasonable expenses incurred for travel outside of the State of South Dakota requested by Client, and any incidental expenses related thereto.

In the event Client's operations change substantially by merger, acquisition, expansion or other material change in scope and nature of exposures, losses and/or insurance program, Client and HOWALT BENEFITS CONSULTING will negotiate in good faith to revise the compensation payable to HOWALT BENEFITS CONSULTING as appropriate.

E. General Duties. Client shall have the responsibility to report and communicate changes in exposures, loss-related data and other material change in writing to HOWALT BENEFITS CONSULTING and directly to any insurance carrier involved with Client's program.

F. Confidentiality Covenant. The services and work product provided by HOWALT BENEFITS CONSULTING hereunder are provided for exclusive use of Client and such proprietary services, data, proposals, reports and similar information and work product provided by HOWALT BENEFITS CONSULTING ("Confidential Information") are not to be distributed to, used or relied upon by other parties without the written agreement of Client and HOWALT BENEFITS CONSULTING.

Client agrees that it will not, during the term of this Agreement directly or indirectly communicate, divulge or otherwise disclose any Confidential Information to any person, firm or corporation, and shall prevent, to the best of its ability, the disclosure of such Confidential Information to others. The provisions of this section shall survive the termination of this Agreement.

G. Termination. This Agreement, and any conditions and obligations related hereto, may be terminated by either party at any time upon ninety (90) days' prior written notice to the non-terminating party. Such written notice shall be tendered through the US Postal Service to the last known address of the non-terminating party. Compensation payable to HOWALT BENEFITS CONSULTING shall continue up to the date of termination of this Agreement.

In the event Client shall fail to make the payments to HOWALT BENEFITS CONSULTING as hereinabove provided, or in the event Client fails to perform any of the covenants herein made and entered into, HOWALT BENEFITS CONSULTING shall notify Client of such default and provide Client ten (10) days to cure such default. If Client fails to cure such default within ten (10) days, HOWALT BENEFITS CONSULTING may terminate this Agreement, and all unpaid compensation shall become immediately due and payable to HOWALT BENEFITS CONSULTING.

H. Choice Law/Forum. The parties agree that this Agreement is governed by the laws of the State of South Dakota without regard to its choice of law provisions and that the State Circuit Court situated in Minnehaha County, South Dakota shall be the exclusive venue of any disputes relating to this Agreement.

I. Indemnification. HOWALT BENEFITS CONSULTING agrees to defend, hold harmless and indemnify Client, its officers, employees, and agents, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the direct result of the breach by HOWALT BENEFITS CONSULTING of this Agreement.

The aggregate liability of HOWALT BENEFITS CONSULTING and its affiliates (including its officers, directors, employees and agents) arising out of or relating to any services on Client's account shall not exceed one million dollars (\$1,000,000), and in no event shall HOWALT BENEFITS CONSULTING or its affiliates be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, Client agrees to waive its right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Accepted and Agreed:

**Howalt+McDowell Insurance,
a Marsh & McLennan Agency LLC company**

By: Steven P. Vlk, President, Employee Benefits

Signature: _____

Title: _____

Date: _____

Plan Representative: _____

Abbey Vanderwerf

Client:

By: _____
Signature: _____
Title: _____
Date: _____

Effective Date: 09/19/2016

**Addendum A
Scope of Services**

Project based assistance with measurement/stability set-up and best practices, policy development, tracking and supervisor education.

Includes:

- Initial overview of plan/benefits and current employee population. Education on measurement & stability guidelines, tracking methods, and best practices
- Assistance with general policy template/language* and follow up to initial education.
- Supervisor training/questions and FAQ (dates, times, locations TBD)
- Assistance with follow up questions, determinations, eligibility, etc. as January 1 plan renewal approaches

*Howalt+McDowell Insurance, a Marsh & McLennan Agency LLC Company provides recommendations based solely on our experiences as consultants and are not intended to be relied upon as actuarial, tax, accounting or legal advice, for which you should consult your own professional advisors. Any modeling analytics or projections are subject to inherent uncertainty and the analysis could be materially affected if any underlying assumptions, conditions, information or factors are inaccurate or incomplete or should change.

Request for City Council Action

TO: Mayor and City Council
FROM: Todd Syhre, Airport Manager
MEETING DATE: October 17, 2016
SUBJECT: Request for additional airport staffing

Background: There are two federal regulations that will have an effect on airport staffing. On October 1, 2016 FAA mandates were changed regarding the runway condition assessment matrix. It will add additional runway checks and documentation. This is mandatory because the information documented is relayed to pilots on ground conditions at the airport. In addition, having aircraft over 90 feet moves the airport to an Index B AARF station meaning two trucks and two AARF certified staff need to be available at all times. One staff member is provided by the Fire Department and the other from the Airport. This is currently being done with the current staff using mandatory overtime.

Options for staffing: There are two options for consideration to comply with the new federal mandates. The first option is to do nothing and work with the existing two staff people to cover the overtime. The cost of the additional overtime over and above what is currently budgeted in 2017 is \$22,000. That would require an additional budget supplement from the General Fund to cover the overtime overages. This option may cause fatigue for the current staff which could lead to work performance issues. The second option would be to hire one additional full time employee that would work 5 – 8 hour days in the afternoon and evening to cover the hours that would be covered by overtime in the first option.

Funding for additional staff: Funding for both options is about same. The approximate cost of one additional full time staff person is \$53,500 which includes the family insurance option. Having additional staff will reduce the need for part-time staffing for mowing in the summer and snow removal in the winter. The cost savings of part-time staff already budgeted in 2017 that would go to fund the additional employee is \$26,900. A budget supplement from the general fund of \$22,000, which will be needed in either scenario, will almost cover the remaining wages of the additional employee. If the new employee takes the family insurance option, the shortage of approximately \$4,600 will come from unanticipated revenues from additional fuel sales and rentals.

Council Action Requested: Motion to authorize one additional airport employee to the 2017 budget.

**GROUND AMBULANCE TRANSPORT AGREEMENT BETWEEN
CITY OF WATERTOWN / WATERTOWN FIRE RESCUE AND
PRAIRIE LAKES HEALTH CARE SYSTEM, INC.**

This Agreement is entered into on this ____ day of _____, 2016, by and between the City of Watertown / Watertown Fire Rescue, a municipal corporation (“City”), and Prairie Lakes Health Care System, Inc., a nonprofit entity incorporated in the State of South Dakota (“Prairie Lakes”). City and Prairie Lakes are at times referred to herein individually as a “Party” and collectively as the “Parties.”

I. RECITALS

- A. City currently provides certified, licensed ground ambulance transportation and transfer services to and from Prairie Lakes Hospital (“the Hospital”), a general medical and surgical hospital located at 401 9th Ave. NW in Watertown, South Dakota. Prairie Lakes currently receives helicopter air ambulance service from a helipad located on the premises of the Hospital, and fixed-wing air ambulance service via the Watertown Regional Airport (“the Airport”).
- B. In anticipation of, and as a result of, construction associated with the expansion of the Hospital, Prairie Lakes must temporarily relocate its helicopter air ambulance landing facility to the Airport.
- C. To facilitate this temporary relocation of landing surface for helicopter air ambulance service, the Parties seek to enter into this Agreement to ensure safe, professional ground ambulance transportation for the patient and flight team to and from the Airport and Hospital at the request of Prairie Lakes, in a manner similar to the service currently provided by City for Prairie Lakes with regard to fixed-wing air ambulance service landing at the Airport.

NOW THEREFORE, the Parties do hereby agree to perform as follows:

II. AGREEMENT

- A. Performance by City. City shall ensure the following protocols, standards, and performance is met in responding to Prairie Lakes’ requests for service under this Agreement:
 - 1. *Ambulance.* City shall have available 24 hours per day, 7 days per week, and for each call for service under this Agreement one advanced life support ambulance owned by Watertown Fire Rescue that is licensed in accordance with ARSD 44:05. City shall ensure said vehicle and equipment contained therein meets the proper standards, and is staffed with such personnel, as

required to be licensed per Section II.A.2 and that said vehicle and personnel shall be available to respond to all calls from the Hospital.

2. *Governmental Permits, License, Inspections.* City agrees to obtain, maintain and perform at all times, all governmental certifications, licenses, permits, inspections, maintenance, record-keeping, or appraisals of any kind required for the operation of its ambulances, provision of licensed drivers, and provision of dispatch, maintenance, and other services, at its expense and in a manner that meets all federal, state, and local requirements.
3. *Representations.* City represents that its ambulances and drivers are properly licensed and certified and that the ambulance, drivers, and all other services and equipment provided to the Hospital meet all applicable requirements of federal, state and local laws and regulations. City further represents that neither it, its shareholders, directors, officers, agents or employees are excluded, debarred, suspended or otherwise ineligible to participate in any federal reimbursement programs, or has been convicted, under federal or state law, of a criminal offense related to (a) the neglect or abuse of a patient, or (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under the Medicare or Medicaid programs.
4. *Documentation of Services.* City shall document each service provided to a Prairie Lakes' patient on City's standard patient care form. City shall transmit such form or a copy thereof to the Prairie Lakes in a timely manner and shall maintain such form or a copy thereof in accordance with federal law. City shall take all reasonable steps to assure that all information provided to Prairie Lakes is complete and accurate.

B. Performance by Prairie Lakes. Prairie Lakes and/or the Hospital shall provide:

1. *Early Notification.* Prairie Lakes will provide early notification of a ground transport for an air ambulance. This notice shall include the estimated time of arrival and any status changes impacting the timing and nature of services to be rendered by the City.
2. *Additional Personnel and Equipment.* If, in the discretion of Prairie Lakes, additional personnel and equipment are needed over the above-referenced personnel.
3. *Administrative Services.* Prairie Lakes will provide all other administrative services including billing, collection, and medical record keeping. City understands that Prairie Lakes shall retain all revenues collected and City agrees that it will not bill patients or their payors for patient transport services rendered.

4. *Documentation of Medical Necessity.* Prairie Lakes shall be responsible for determining and documenting the medical necessity of all services ordered by authorized persons. Without limiting the generality of the foregoing, Prairie Lakes shall be responsible for obtaining any preauthorization, physicians' orders or certifications required to document medical necessity or to comply with the requirements of Medicare or other third party payor for any Prairie Lakes' patient. Further, Prairie Lakes shall maintain all such documentation for the time period required by law and shall provide copies thereof to Medicare, to any other applicable payor, or to City upon request. Prairie Lakes shall not deny or withhold payment to City based on a finding by Medicare or other applicable payor that the service requested by an authorized person was not medically necessary or otherwise failed to meet coverage requirements, nor shall Prairie Lakes retrospectively deny payment for any service requested by an authorized person and provided to a Prairie Lakes' patient for any other reason.

C. Consideration. In consideration of City's performance pursuant to this Agreement, Prairie Lakes agrees to pay City for a round trip flat rate of four hundred fifty dollars (\$450.00). Invoices will be sent by City to Prairie Lakes for payment due within thirty (30) days of invoice. Said rate is subject to amendment on written agreement of the Parties pursuant to Section II.K. Any payments specified or referred to in this Agreement are consistent with what the Parties reasonably believe to be the fair market value for the services provided.

D. Confidentiality. The Parties agree that patient information is confidential and will not be disclosed to anyone unless permitted by law. City agrees to instruct all its personnel to keep any patient's medical condition in strictest confidence. Additionally, both Parties have signed Prairie Lakes' Business Associate Agreement, which is attached as Exhibit A.

The Parties agree that City's employees are under City's exclusive direction and control. Nothing in this Agreement will be construed to designate City or any of its employees as Prairie Lakes' employees, agents, joint ventures or partners. Prairie Lakes therefore will not be held liable or responsible for any breach of confidentiality or misuse of patient information by City or its employees as a result of confidential information exchanged pursuant to or on account of this Agreement.

E. Relationship. The Parties agree and understand that City is an independent contractor. Neither City nor any employee or subcontractor performing services for City is or shall be an employee, agent, partner, servant, joint venturer, or in any way associated with Prairie Lakes. Nothing herein shall be construed as giving Prairie Lakes control over, or the right to control the professional judgment or actions of City or any of its employees. Prairie Lakes and City are each solely responsible for the direction and supervision of their respective employees and each is solely responsible for compensation paid to its employees.

- F. Term and Termination. The parties agree that the terms of this Agreement shall be effective as of the above-entered date, and shall continue until terminated either with or without cause as provided below.

This Agreement may be terminated for cause for any of the following:

1. In the event either Party commits any material breach of this Agreement or fails to observe or perform any of the provisions or responsibilities in any material respect and the Breaching Party fails to rectify the same within a period of thirty (30) days following receipt of written notice given by the complaining party and specifying the nature of the alleged breach, the Agreement may be terminated immediately thereafter;
2. In the event either Party consents to the appointment of a receiver, files a voluntary or involuntary petition in bankruptcy, makes a general assignment for the benefit of creditors, files a petition for reorganization, or is the subject of some other similar event, the Agreement may be terminated immediately thereafter;
3. In the event of nonpayment by Prairie Lakes of amounts due hereunder, City may terminate this Agreement on ten (10) days written notice;
4. In the event either Party files a voluntary petition in bankruptcy or makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or is the subject of an involuntary petition in bankruptcy which is not dismissed with prejudice within sixty (60) days of its filing, the Other Party may terminate this Agreement immediately; and
5. In the event that either Party becomes ineligible to participate in any healthcare programs, the Agreement may be terminated immediately thereafter.

This Agreement may be terminated by either Party without cause or fault by providing the Other Party ninety (90) days written notice as specified hereafter. Any notices given hereunder are to be delivered by certified mail to the business address of the Affected Party as specified in Section II.H below.

- G. Force Majeure and Public Emergency. City's failure to perform its obligations hereunder shall be excused if it is rendered reasonably impossible due to Acts of God or other causes beyond its reasonable control. City shall, however, perform or arrange for alternate performance as soon as reasonably possible. This Agreement shall not be construed to conflict with, and shall be subservient to, the authority of the City to dedicate emergency resources in response to a "times of public danger or emergency" as referenced and as provided for in SDCL 9-10-7 and 9-29-17.

H. Notice. Any notices, payments or other documents required hereunder shall be sent to the following Authorized Representatives and addresses:

FOR THE CITY:

Mayor Steve Thorson
City of Watertown
P.O. Box 910
Watertown, SD 57201

FOR PRAIRIE LAKES:

Jill Fuller, CEO
Prairie Lakes Health Care System, Inc.
401 9th Ave. NW
Watertown, SD 57201

I. Supervening Law and Severability. The Parties recognize that this Agreement at all times is to be subject to applicable state, local, and federal law, including but not limited to the public health and safety provisions of state and federal law and the rules and regulations of the South Dakota State Department of Health. The Parties further recognize that the Agreement shall be subject to amendments of such law and regulations and to new legislation such as new federal or state of South Dakota ambulance requirements.

Notwithstanding anything to the contrary in this Agreement, if any term, covenant, condition or provision of this Agreement should be deemed to violate any future statute, regulation or ordinance, or be otherwise deemed illegal (collectively, "Jeopardy Event"), then the Parties shall use their best efforts to meet forthwith and attempt to renegotiate this Agreement to remove or negate the effect of the Jeopardy Event. If the Parties are unable to renegotiate this Agreement as specified above, such illegal, unenforceable or invalid provision(s) or parts thereof shall be stricken from this Agreement, and such provision(s) shall not affect the legality, enforceability or validity of the remainder of this Agreement, except as hereafter provided. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in economic effect to the stricken provision as is legally possible. However, if either Party reasonably and in good faith determines that the finding of illegality or unenforceability adversely affects the material consideration for its performance under this Agreement, then such Party may, at its option, by giving written notice to the other, terminate this Agreement pursuant to Section II.F.

J. Assignability. The Parties agree that neither Party hereto shall assign this Agreement or any of the rights or obligations hereunder to any other person, firm, or corporation for any reason without the prior express written consent of the Authorized Representative of the Other Party.

K. Amendment. The Parties hereto agree that the terms and conditions of this Agreement may be amended or modified at any time upon mutual consent, in writing, of the Parties hereto, signed by the Authorized Representatives.

- L. Governing Law. The Parties agree that this Agreement shall be subject to and governed by the laws of the State of South Dakota.
- M. Non-Discrimination. City agrees: (a) not to differentiate or discriminate in its provision of services to Prairie Lakes' patients because of race, color, national origin, ancestry, religion, sex, age, sexual orientation, gender identity, or any other classification protected by law; and (b) to render services to Prairie Lakes' patients in the same manner, and in accordance with the same standards, as offered to other patients.
- N. Indemnification. Each Party (the "Indemnitor") shall indemnify, defend and hold the other, and its employees and agents (collectively the "Indemnitee") harmless against any claims, liability, losses or damages (collectively "Claims"), incurred by the Indemnitee which arise from any breach of this Agreement or any negligent, intentional or other tortious act or failure to act of the Indemnitor related to the performance of this Agreement. This provision shall survive the termination of this Agreement. The Indemnitee agrees to promptly notify the Indemnitor of any Claim against it which it expects to give rise to a duty of indemnity by the Indemnitor.
- O. Integration. The Parties agree that this writing and any other writings referenced in this writing constitute the entire Agreement between them and that there are no other agreements or understandings of any kind or character except those contained herein.

IN WITNESS WHEREOF, the Parties hereto have created this Ground Ambulance Transport Agreement as of the date set forth above, and by the signatures below, the Parties evidence they have read and understand this Agreement and agree to be bound by its terms.

CITY OF WATERTOWN:

PRAIRIE LAKES HEALTH CARE
SYSTEM, INC:

Steve Thorson, Mayor
Watertown, SD

Jill Fuller, CEO
Prairie Lakes Health Care System, Inc.

ATTEST:

Rochelle M. Ebbers, CPA
Finance Officer
(SEAL)

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

On this the ___ day of _____, 2016, before me, the undersigned officer, personally appeared Steve Thorson 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 of Watertown City by themselves as Mayor and Finance Officer.

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

Notary Public

(SEAL)

My Commission Expires:

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

On this the ___ day of _____, 2016, before me, the undersigned officer, personally appeared Jill Fuller, who acknowledged herself to be the CEO of Prairie Lakes Health Care System, Inc., and that she as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Prairie Lakes Health Care System, Inc. by herself as CEO.

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

Notary Public

(SEAL)

My Commission Expires:

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

EFFECTIVE DATE: October ____, 2016

("Effective Date")

PARTIES:

Prairie Lakes Healthcare System

("Covered Entity")

City of Watertown/Watertown Fire Rescue

("Business Associate")

RECITALS:

A. Covered Entity and Business Associate have entered into one or more agreements (collectively, the "Agreement") in which Business Associate agreed to provide certain services to Covered Entity, which services may involve Business Associate's receipt, use, disclosure or creation of Protected Health Information on behalf of Covered Entity.

B. The parties desire to enter into this Business Associate Agreement (the "BAA") to reflect their understandings and obligations with regard to Protected Health Information.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by and between the parties, the receipt and adequacy of which is acknowledged, the parties agree as follows:

AGREEMENTS:

**ARTICLE 1
DEFINITIONS**

1.1) Catch-All Definition. Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the Privacy Rule and Security Rule.

1.2) Specific Definitions.

(a) Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR 164.402.

(b) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501.

(c) Electronic Protected Health Information. "Electronic Protected Health Information" shall mean individually identifiable health information that is transmitted in or maintained by electronic media.

(d) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A, D and E.

(f) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

(h) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(i) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(j) Security Rule. "Security Rule" shall mean the Security Standards at 45 CFR Parts 160, 162 and 164.

ARTICLE 2

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1) Regulatory Compliance. Business Associate agrees that it shall comply with the provisions of the Privacy Rule and Security Rule to the extent such regulations apply directly to Business Associate.

2.2) General. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this BAA or as Required By Law.

2.3) Safeguards. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BAA. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity.

2.4) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA including any Breach.

2.5) Reporting Disclosures and Breaches. Business Associate agrees to report to Covered Entity:

(a) any improper use or disclosure of the Protected Health Information within 10 days of discovery of such improper use or disclosure;

(b) any Security Incident of which it becomes aware, within 5 days of discovery; and

(c) any Breach or probable Breach, within two (2) business days of becoming aware of the Breach or probable Breach. Contractor may make the initial report orally, but shall provide a full written report to Covered Entity within ten (10) days of providing oral notice. Each report (oral or written) shall include, to the extent available at the time of the report, a description of the breach, the PHI disclosed (including names and contact information), and a description of any remedial action(s) taken by Business Associate.

2.6) Agents and Subcontractors. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information or Electronic Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information. Business Associate agrees to ensure that any such agent or subcontractor to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information.

2.7) Access to Protected Health Information. In the event Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner determined by Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.8) Amendment of Protected Health Information. In the event Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner determined by Covered Entity.

2.9) Access and Inspection. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's and Business Associates compliance with the Privacy Rule.

2.10) Accounting of Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, the information collected to permit Covered Entity to respond to a request by

an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

ARTICLE 3 PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1) General Use and Disclosure. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

3.2) Use for Business Purposes. Except as otherwise limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

3.3) Disclosure for Business Purposes. Except as otherwise limited in this BAA, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that such disclosures are (a) Required By Law; or (b) Business Associate obtains reasonable assurances, prior to disclosure, from the person to whom the information will be disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4) Data Aggregation. Except as otherwise limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B) and if so requested by Covered Entity.

ARTICLE 4 OBLIGATIONS OF COVERED ENTITY

4.1) Notification to Business Associate. Covered Entity shall notify Business Associate of: (i) any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information; (ii) any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information; and (iii) any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.2) Requests. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

ARTICLE 5
TERM AND TERMINATION

5.1) Term. This BAA shall be effective as of the Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Article 5.

5.2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation within thirty (30) days of the material breach notification to the Business Associate; or terminate the Agreement if Business Associate does not cure the breach or end the violation within thirty (30) days of the material breach notification to the Business Associate.

(b) Immediately terminate the Agreement if Business Associate has breached a material term of this BAA and cure is not possible; or

(c) If neither termination nor cure are feasible, report the violation to the Secretary.

5.3) Effect of Termination.

(a) Except as provided in paragraph (b) of this section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

ARTICLE 6.
INDEMNIFICATION; INJUNCTIVE RELIEF

6.1) Indemnification. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its directors, officers, agents, shareholders and employees from and

against any and all claims, demands, losses, expenses, costs (including reasonable attorneys' fees), damages and causes of action arising from or relating to Business Associate's negligent acts or omissions related in a breach of this BAA. In the event of a Breach by Business Associate, its agents, employees, or subcontractors, Business Associate will reimburse and indemnify Covered Entity's expenses and costs, including attorney's fees, that are reasonably incurred due to the Breach, including costs associated with the notification of Individuals and the media, as well as credit monitoring and other mitigating actions if determined necessary by Covered Entity.

6.2) Injunctive Relief. The parties acknowledge that the remedy at law for any breach of the terms of this BAA are inadequate and that the damages resulting from such breach are not readily susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by Business Associate or any of its subcontractors of the terms of this BAA, Covered Entity shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach.

ARTICLE 7
MISCELLANEOUS

7.1) Regulatory References. A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

7.2) Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for each party to comply with the requirements of the Privacy Rule and Security Rule.

7.3) Survival. Sections 5.3, 6.1 and 6.2 of this BAA shall survive the termination of the Agreement.

7.4) Interpretation. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy Rule or Security Rule.

IN WITNESS WHEREOF, the parties hereto have executed this BAA in the manner appropriate to each.

COVERED ENTITY

By: _____

Its: _____

Date: _____

BUSINESS ASSOCIATE

By: _____

Its: _____

Date: _____

THIS DOCUMENT PREPARED BY:
AUSTIN, HINDERAKER, HOPPER,
STRAIT & BENSON LLP
25 1ST AVE. S. W., P. O. BOX 966
WATERTOWN, SD 57201-0966
PHONE: 605-886-5823

LEASE AGREEMENT

This Lease Agreement is made and entered into this ____ day of October, 2016, by and between Glacial Lakes Energy, LLC (hereinafter "LESSEE"), and the City of Watertown (hereinafter "LESSOR").

1. Leased Premises.

LESSOR hereby leases to LESSEE the following real property:

A strip of land forty (40) feet wide lying adjacent to the southeasterly line of Sioux Diversion Addition less that part lying north of a parallel line lying one hundred, fifty-eight (158) feet South of the North Section Line; all located within the plat entitled: "Sioux Diversion Addition to the Municipality of Watertown, S.D. located in the Northwest ¼ of Section 6, Township 116 North, Range 52 West of the 5th P.M., Codington County, South Dakota."

which property is more fully depicted on Exhibit A, attached hereto and incorporated by reference.

2. Term.

The term of this Lease Agreement is for ninety-nine (99) years from the date of its execution.

3. Rent.

LESSEE shall pay LESSOR the sum of One Dollar (\$1.00) per year, payable on the second Monday of November. Lessor shall send an invoice for the rent to Lessee annually, and Lessee shall pay said invoice within thirty (30) days thereafter. A late fee of ten percent will be assessed whenever payment is not received within thirty (30) days of the aforementioned date.

4. Obligations of LESSOR.

- A. LESSOR warrants that it has good and clear title to the leased premises and has authority to lease said premises to LESSEE for the purposes described herein.
- B. LESSOR warrants that LESSEE shall, during the term of this Lease Agreement, have the right of quiet enjoyment in the leased premises.

5. Obligations of LESSEE.

- A. LESSEE agrees, at its sole expense, to observe and obey all federal, state, and local laws upon the leased premises, including but not limited to laws regarding any land improvements made by LESSEE upon the leased premises, such as those related to grading, construction, maintenance, aesthetics and environmental concerns.
- B. LESSEE agrees, at its sole expense, to comply with all rules, regulations, ordinances, or statutes promulgated by the federal, state or county governments relating to, but not limited to, use of chemicals, weed abatement and control. LESSEE hereby agrees that weed abatement and control over and upon the entire leased premises shall be its sole responsibility.
- C. LESSEE agrees, at its sole expense, to install, maintain and care for any improvements it makes to the leased premises during the term of this Lease Agreement. Said installation and maintenance shall be in compliance with local ordinance and applicable engineering standards.
- D. LESSEE agrees that at no time during the term of this Lease Agreement will it permit any person, company, entity or organization to, in any manner, place or file against the leased premises any lien or encumbrance.
- E. LESSEE agrees that at all times during the period of this Lease Agreement, LESSOR, its agents and contractors, shall have the right to enter upon the leased premises for purposes of inspection at reasonable times. LESSOR agrees to provide LESSEE reasonable notice prior to entering upon the real property.

6. Rights of LESSEE.

LESSEE shall utilize the leased premises for the term of this Lease Agreement to install, maintain, and improve rail track and inspection roads, and for the storage and transportation of rail cars, and inspection and maintenance of rail cars.

7. **Indemnification.**

LESSEE agrees to indemnify and hold LESSOR, its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the leased premises described above that are not the result of intentional or negligent acts, errors or omissions of the LESSOR, its officers, agents, representatives or employees. It is also the intention of the parties that LESSOR, and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to LESSEE, its officers, employees, agents, assigns, and those it invites or brings onto the leased premises or those who enter the leased premises to conduct business with LESSEE, due to accidents, mishaps, misconduct, negligence or injuries either in person or property not a result of the negligent or intentional acts, errors or omissions of the LESSOR.

LESSOR agrees to indemnify and hold LESSEE, its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with LESSOR'S entry upon or actions related to the leased premises described above that are not the result of negligent or intentional acts, errors or omissions of the LESSEE, its officers, agents, or employees. It is also the intention of the parties that the LESSEE, and its officers, agents, representatives and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to LESSOR, its officers, employees, agents, representatives, and those it invites or brings onto the leased premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property not a result of the negligent or intentional acts, errors or omissions of the LESSEE.

8. **Notices.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, or sent via certified mail, return receipt requested, to the following addresses:

If to LESSOR:

Mayor
City of Watertown
P.O. Box 910
Watertown, SD 57201

If to LESSEE:

Chief Executive Officer
Glacial Lakes Energy, LLC
P.O. Box 933
Watertown, SD 57201

9. **Assignment and Subletting.**

LESSEE may assign or sublet the leased premises only with the express, prior written consent of LESSOR, which consent will not be unreasonably withheld.

10. Right to Cure Default.

Except as otherwise provided herein, this Lease Agreement may be terminated, without any penalty or further liability, upon written notice by a party of any breach or default of a material provision contained herein, including, but not limited to, those relating to the payment of rent; construction and maintenance of land improvements on leased premises; and subleasing, provided, however, that LESSEE shall have one hundred twenty (120) days following receipt of said notice to cure any default.

11. Successors and Assigns.

This Lease Agreement shall run with the property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

12. Miscellaneous.

- A. This Lease Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by both parties.
- B. This Lease Agreement shall be construed in accordance with the laws of the State of South Dakota. Venue for any claims arising under the Lease Agreement shall be had in the Third Circuit Court, Codington County, State of South Dakota.
- C. If any term of this Lease Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.
- D. This Lease Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- E. This Lease Agreement is inclusive of Exhibit A, and any future Exhibits when and if adopted by the parties through the amendment process described in Section 12.A.
- F. The failure of LESSOR or LESSEE at any time or times to demand strict performance by the other of any of the terms, covenants or conditions set forth in this Agreement shall not be construed as a continuing waiver or relinquishment

thereof, and LESSOR or LESSEE may at any time demand strict and complete performance by the other party if they are so entitled.

Dated this ___ day of October, 2016 at Watertown, South Dakota.

LESSEE:

LESSOR:

GLACIAL LAKES ENERGY, LLC

CITY OF WATERTOWN

BY: _____
James A. Seurer
Its Chief Executive Officer

BY: _____
Steve Thorson
Its Mayor

ATTEST:

Rochelle M. Ebbers, CPA
Finance Officer
(SEAL)

State of South Dakota)

)SS:

County of Codington)

On this the ___ day of _____, 2016, before me, the undersigned officer, personally appeared Steve Thorson 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 of Watertown City by themselves as Mayor and Finance Officer.

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

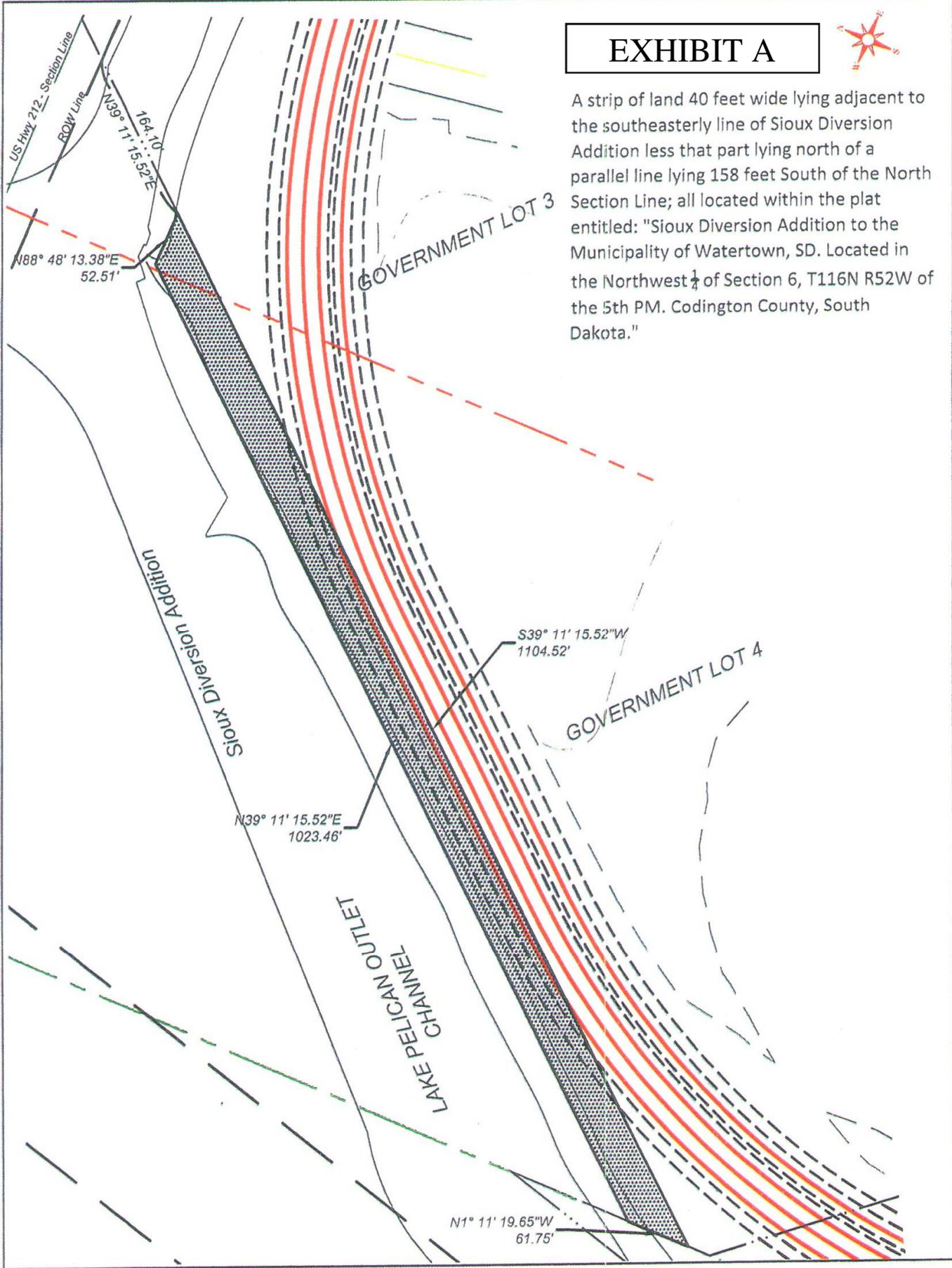
(SEAL)

Notary Public, South Dakota
My Commission Expires:

EXHIBIT A



A strip of land 40 feet wide lying adjacent to the southeasterly line of Sioux Diversion Addition less that part lying north of a parallel line lying 158 feet South of the North Section Line; all located within the plat entitled: "Sioux Diversion Addition to the Municipality of Watertown, SD. Located in the Northwest $\frac{1}{4}$ of Section 6, T116N R52W of the 5th PM. Codington County, South Dakota."



THIS DOCUMENT PREPARED BY:
AUSTIN, HINDERAKER, HOPPER,
STRAIT & BENSON LLP
25 1ST AVE. S. W., P. O. BOX 966
WATERTOWN, SD 57201-0966
PHONE: 605-886-5823

EASEMENT

GLACIAL LAKES ENERGY, LLC, of 301 20th Avenue Southeast, Watertown, Codington County, South Dakota, Grantor, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to the CITY OF WATERTOWN, a South Dakota municipal corporation, as Grantee, the following:

An easement over and across all that part lying within an area of Gov't Lot 3 beginning at the NW Corner of Stein Addition thence S1°52'52"E distant 34.08' thence S70°58'03"E distant 535.29' thence S80°56'11"E distant 76.36' thence S1°45'27"E distant 111.99' thence N80°56'11"W distant 106.88' thence N71°04'29"W distant 568.93' thence S88°48'13"W distant 610.21' thence N39°11'16"E distant 170.67' thence N88°48'13"E distant 560.09' to the point of beginning, in Section 6, T116N, R52W of the Fifth P.M., in Codington County, South Dakota, as is depicted on the attached exhibit, which is labeled Easement "A".

This easement shall include the irrevocable right of access to the easement area from public rights of way for the purpose of maintaining, monitoring, replacing, or upgrading any component or portion of the following: Water Monitoring System, Storm Sewer Outfall and Control Structures, and the Big Sioux River Channel all of which are within or adjacent to the real property subject to the easement described above.

Grantee agrees for itself, its successors and assigns, that the easement shall not be exclusive, and the Grantor shall have the right to use and occupy the property subject to the easement in any manner that does not interfere with the Grantee's rights described herein.

Grantee covenants and agrees to hold Grantor harmless from any and all claims which relate to, or arise out of, the rights granted under this easement. Grantee hereby assumes all risk

and expense relating to use by the Grantee of the property subject to the easement described above and agrees to indemnify and hold Grantor harmless from and against all liabilities arising out of or in connection with the easement, or the Grantee's use of the property subject to the easement as described above.

Grantee further agrees to be solely liable for all maintenance or repair expenses for Grantee's property which may exist on the premises.

This easement is permanent and shall run with the land and be binding upon, and for the benefit of, the parties, their successors and assigns.

By signing below, the representatives of the parties represent that the execution and delivery of this Easement have been duly authorized by their governing bodies, and all required consents and approvals have been obtained.

Dated this 3rd day of OCTOBER, 2016.

GLACIAL LAKES ENERGY, LLC

BY: James A. Seurer
James A. Seurer, Chief Executive Officer

CITY OF WATERTOWN

ATTEST:

BY: _____
Steve Thorson, Mayor

Rochelle Ebbers, Finance Officer

STATE OF SOUTH DAKOTA

SS

COUNTY OF CODINGTON

On this the 3 day of October, 2016, before me, the undersigned officer, personally appeared Jim Seurer, who acknowledged himself to be the Chief Executive Officer of Glacial Lakes Energy, LLC, a South Dakota limited liability company, and that he, as such Chief Executive Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Chief Executive Officer.

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



Therese Simmons

Notary Public, South Dakota
My Commission Expires:

**My Commission Expires
August 29, 2022**

(SEAL)

STATE OF SOUTH DAKOTA

SS

COUNTY OF CODINGTON

On this the _____ day of _____, 2016, before me, the undersigned officer, personally appeared Steve Thorson and Rochelle Ebbers, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Watertown, a South Dakota 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 corporation by themselves as Mayor and Finance Officer.

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

Notary Public, South Dakota
My Commission Expires:

(SEAL)

