

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

Monday, March 21st, 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 March 7, 2016
 - b. Authorization for the Finance Office to disburse funds for an Urban Renewal District revolving fund loan to Happy Trails Property in the amount of \$10,000
 - c. Approval of application/refund of property taxes as recommended by the Codington County Director of Equalization (error in valuation, elderly freeze)
 - d. Authorization for Mayor to sign an annual maintenance agreement with Motorola for the E-911 radios for 2016 budgeted in the E-911 Fund (\$15,804)
2. Approval of agenda
3. Application for a transfer of ownership of a retail (on-off sale) malt beverage license from Freedom Valu Centers, Inc. d/b/a Goldmine at 225 W. Kemp to JAY AMBE-5, LLC. d/b/a Freedom Value Centers, Inc. at the same location
 - a. Public hearing
 - b. Council action
4. Application for a transfer ownership of a retail (on-off sale) malt beverage license from Freedom Valu Centers, Inc. (inactive) at 615 9th Ave SE to JAY AMBE-6, LLC. (inactive) at the same location
 - a. Public hearing
 - b. Council action
5. Proposed lease agreement with Nick and Matt Kranz, Inc. for city owned land located at the Wastewater Facility
 - a. Public hearing
 - b. Council action
6. Ordinance No. 16-03 amending Section 2.0103 and 2.0103A regulating the permitted times for sale and consumption of alcohol within and for the City of Watertown
 - a. Second reading
 - b. Council action
7. Ordinance No. 16-04 amending zoning district boundaries by rezoning Little's First Addition from I-1 Light Industrial District to C-3 Highway Commercial District
 - a. Public hearing
 - b. Council action
8. Authorization for the Police Department to accept a reimbursement of grant funds from the Department of Public Safety to hold two training events in 2016

9. Consideration of amendment to the agreement with IMS, Inc. for the Pavement Management Study
10. Consideration of bids received for the 2016 Street Improvement Project
11. Consideration of bids received for the 2016 Sidewalk Accessibility Project
12. Old Business
13. New Business
14. Liaison member reports
15. Executive Session pursuant to SDCL 1-25-2
16. 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**

March 7, 2016

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

Motion by Solum, seconded by Vilhauer, to approve the following items on the consent agenda: minutes of the Council Meetings held on February 10 and February 16, 2016; write-off of ambulance uncollectible accounts in the amount of \$11,373.29; authorization to declare the Zoo house as surplus property to sell at public auction; Mayor's appointment of Bill Rieffenberger, Glen Vilhauer and Bruce Buhler as City Council representatives to serve on the 2016 Consolidated Board of Equalization; authorization for the Mayor to sign the annual Household Hazardous Waste agreement with Veolia for the 2016 event scheduled for Saturday, April 23, 2016; authorization for the Police Department to apply for a grant through the State Drug Forfeiture Fund to purchase Body Worn Cameras and approval of bills and payroll and authorization to pay. Motion carried.

BILLS:

1ST BN 147TH FIELD ARTILLE	SERVICE	35.00	LEGGETTE BRASHEARS & GRAHA	SERVICE	3,164.55
212 TRUCK & TRAILER REPAIR	SERVICE	979.95	LES MILLS US TRADING, INC.	SERVICE	497.00
911 CARES	SUPPLIES	55.78	LIBRARY IDEAS	FEES	264.65
A & B BUSINESS SOLUTIONS,	SERVICE	37.28	LL & SONS EXCAVATING, INC.	SERVICE	1,400.00
A-OX WELDING CO, INC.	SUPPLIES	487.94	LYLE SIGNS, INC.	SIGNS	6,835.80
AASON ENGINEERING, INC.	CONSTR	4,272.50	MAC'S INC.	SUPPLIES	516.01
AAZK	DUES	45.00	MACKSTEEL WAREHOUSE INC.	SUPPLIES	431.52
ACE INDUSTRIAL SUPPLY	SUPPLIES	441.20	MAHOWALD'S HARDWARE & RENT	SUPPLIES	144.28
ACTIVE HEATING, INC.	SERVICE	554.48	MARK & PATTI STROHFUS	SERVICE	347.00
ADAM BLOOM	REIMB	627.00	MARY REDLIN	RENT	699.98
ADVANCE AUTO PARTS	PART	13.99	MATHESON TRI-GAS, INC.	SUPPLIES	279.55
ADVANCED GRAPHIX, INC.	SERVICE	300.00	MATT SCHELL	REIMB	308.00
ADVANCED PRODUCTS	SUPPLIES	136.05	MEDIAUSA ADVERTISING INC.	ADV	595.00
ADVANTAGE RV'S AND CONVERS	PARTS	450.00	MEDICARE B-RECOUPMENT	REIMB	970.16
AIRCO INC.	TRAINING	550.00	MEGAN WIGHT	REIMB	363.50
ALEXANDER MITCHELL PUBLIC	SUPPLIES	12.99	MENARD'S	SUPPLIES	1,705.10
ALEXANDRA RIEFFENBERGER	REIMB	276.42	MICHAEL EVANS	EQUIP	772.93
AMAZON.COM	SUPPLIES	65.77	MICRO MARKETING ASSOCIATE	SUPPLIES	460.08
AMERICAN ENGINEERING TESTI	SERVICE	3,997.00	MIDCONTINENT COMMUNICATIO	SERVICE	1,323.12
AMERICAN RED CROSS - HEALT	FEE	650.00	MIDWEST AG SUPPLY, L.L.C.	SUPPLIES	52.50
ANDERSON, BOB	FEE	525.00	MIDWEST ALARM COMPANY, INC	SERVICE	83.01
ANDOR INC.	SERVICE	3,985.89	MIDWEST TAPE	SUPPLIES	971.57
ANGELA CZECH	REIMB	267.84	MIDWEST TURF & IRRIGATION	PARTS	489.36
AP AUTO PROS, INC.	SERVICE	172.98	MIKE BOERGER	REIMB	1,000.00
APPLIED INDUSTRIAL TECHNOL	PART	960.15	MIKE MULLIN	TRAVEL	315.72
ARAMARK UNIFORM SERVICES,	SERVICE	159.80	MILBANK COMMUNICATIONS, IN	SERVICE	476.71
ARROW EDUCATION FOUNDATION	SERVICE	1,500.00	MILLER ELECTRIC, INC.	SERVICE	840.74
ARROW INTERNATIONAL	SUPPLIES	560.39	MINE SAFETY APPLIANCES, CO	PARTS	458.30
ARROW PAPER	SUPPLIES	495.00	MINERVAS RESTAURANT & BAR	SERVICE	2,165.01
ASSOCIATED SUPPLY COMPANY	SUPPLIES	568.89	MINNESOTA CRIME PREVENTIO	DUES	45.00
AT&T MOBILITY	SERVICE	127.98	MINNESOTA KNIFE	SERVICE	938.50
AUTOMATIC BUILDING CONTROL	SERVICE	240.00	MINNESOTA STATE COMMUNITY	SERVICE	120.00
B & L TRUCKING	SERVICE	9,875.00	MOE OIL CO, INC.	SUPPLIES	1,171.32
BAKER & TAYLOR	SUPPLIES	8,173.69	MUNICIPAL UTILITIES	SERVICE	142,317.19
BATTERIES UNLIMITED, INC.	SUPPLIES	154.99	MUTH ELECTRIC, INC.	SERVICE	1,839.52
BECKER ARENA PRODUCTS	SUPPLIES	602.06	NEAL CONSTRUCTION INC.	CONSTR	26,000.00
BERN'S BLADING	SERVICE	8,050.00	NORTH CENTRAL LABORATORIES	SUPPLIES	801.12
BEV MOORE	REIMB	1,000.00	NORTHERN SAFETY TECHNOLOGY	PARTS	3,994.98
BIG SIOUX WATER FESTIVAL	DONATION	500.00	NORTHERN TRUCK EQUIPMENT C	PART	534.00
BORNS GROUP	SERVICE	8,070.00	OCLC INC,	SUBSCR	289.95
BOUND TREE MEDICAL LLC	SUPPLIES	2,702.15	OFFICE PEEPS, INC.	SUPPLIES	2,770.71
BOW WOW PET WASTE PRODUCTS	SUPPLIES	336.00	OLESON MACHINING	SERVICE	30.00
BRADY ROUTH	REIMB	1,000.00	OVERDRIVE, INC.	SERVICE	262.50
BROTHERHOOD ARMS	SUPPLIES	170.75	OVERHEAD DOOR CO INC.	SERVICE	275.51
BUREAU OF ADMINISTRATION	SERVICE	130.99	PAT MCCLEMAN'S	SERVICE	1,405.00
BUTLER MACHINERY CO INC.	PART	301.33	PATTY LUNDE	REIMB	11.00
CARQUEST AUTO PARTS	PART	778.33	PEARSON GOLF MANAGEMENT,LL	SERVICE	355.34
CARRIE DYLLA	TRAINING	496.86	PENTAIR AQUATIC ECO-SYSTEM	SUPPLIES	268.51
CARTNEY BEARING CORPORATIO	PARTS	81.93	PENWORTHY COMPANY	SUPPLIES	554.22
CASHWAY LUMBER INC.	SUPPLIES	171.14	PEPSI	SERVICE	722.50

CBA LIGHTING & CONTROLS, I	SUPPLIES	1,364.50	PERFORMANCE TOWING	SERVICE	240.00
CENTER POINT LARGE PRINT	SUPPLIES	375.06	PETER BOYLE	REIMB	912.87
CENTURY BUSINESS PRODUCTS	SUPPLIES	183.34	PETERBILT OF FARGO	PART	1,353.38
CENTURYLINK	SERVICE	1,727.25	PHYSIO-CONTROL CORPORATION	EQUIP	56,811.18
CENTURYLINK	SERVICE	516.74	PIZZA RANCH	SERVICE	85.77
CENTURYLINK	SERVICE	122.09	PLAYTIME	EQUIP	4,908.00
CENTURYLINK	SERVICE	114.89	POCKETS FULL OF FUN	FEE	577.50
CENTURYLINK	SERVICE	1,384.64	POLICE PETTY CASH FUND	CASH	181.21
CHAD BIEVER	REIMB	1,000.00	POWER PLAN OIB	PARTS	108.13
CHAD FOUST	GOTV	1,050.00	PRAIRIE LAKES HEALTHCARE	SUPPLIES	287.52
CHAD RAML TRUCKING	SERVICE	856.01	PRAIRIE LAKES HEALTHCARE S	SERVICE	60.00
CHAD STAHL	REIMB	171.00	PRIMARY PRODUCTS COMPANY	SUPPLIES	125.74
CHIEF SUPPLY CORPORATION	PARTS	29.94	PRINT EM NOW	SUPPLIES	466.15
CLASSROOM CONNECTION	SUPPLIES	110.93	PRIORITY DISPATCH CORPORAT	FEES	9,500.00
CLUBHOUSE HOTEL & SUITES -	TRAVEL	1,318.00	PRODUCTIVITY PLUS ACCOUNT	SERVICE	10,263.92
COCA COLA BOTTLING COMPANY	SERVICE	297.75	PUETZ CORPORATION	CONSTR	385,036.46
CODINGTON CLARK ELECTRIC C	SERVICE	794.51	QUALITY BOOKS, INC.	SUPPLIES	1,480.31
CODINGTON CO CLERK OF COUR	FEE	7.32	QUALITY FLOW SYSTEMS INC.	PARTS	269.29
CODINGTON CO REGISTER OF D	FEE	243.00	QUALITY INN	TRAVEL	171.00
CODINGTON COUNTY HISTORICA	DONATION	10,000.00	RALIEGH KETTWIG	REIMB	46.00
CONFERENCE TECHNOLOGIES	SERVICE	7,620.00	RANDALL STANLEY ARCHITECTS	SERVICE	7,816.00
CONNECTING POINT, INC.	SERVICE	6,074.67	RC TECHNOLOGIES, INC	SERVICE	134.90
COUNTY FAIR FOODS	SUPPLIES	818.94	RDO TRUST # 80-5800	EQUIP	258,300.00
CRESENT ELECTRIC SUPPLY, C	SUPPLIES	431.73	REDLINGER BROS INC.	PARTS	3,136.92
CRITTER MART & MORE	SUPPLIES	163.06	RENEA KNUDSON	REIMB	1,000.00
CULLIGAN	SERVICE	361.50	RHINO SERVICES LLC	SERVICE	1,530.00
CURTIS MORK	FEE	600.00	ROCHELLE EBBERS	REIMB	85.00
CUSTOM CAGE	SUPPLIES	710.00	RODENTPRO.COM	SUPPLIES	484.00
CYBEX INTERNATIONAL, INC.	PART	418.50	ROGER FOOTE	REIMB	880.34
DACOTAH PAPER COMPANY	SUPPLIES	172.00	RON'S SAW SALES	SUPPLIES	282.62
DAGWOOD'S SUBS	FOOD	102.98	RUNNINGS FARM AND FLEET	SUPPLIES	616.95
DAKOTA FINISHING, INC.	SUPPLIES	201.00	SAE WAREHOUSE, INC.	SERVICE	28.00
DAKOTA GUTTER AND GARAGE D	PARTS	390.00	SANFORD USD MEDICAL CENTER	SERVICE	1,800.00
DAKOTA OIL	SUPPLIES	756.55	SANFORD WATERTOWN CLINIC	SUPPLIES	374.00
DAKOTA SUPPLY GROUP	PARTS	199.47	SANITATION PRODUCTS INC.	PARTS	1,132.54
DALE'S SHARPENING	PARTS	67.50	SARAH CARON	DUES	22.00
DAN MILLER	TRAVEL	327.61	SCHAEFFER MFG CO.	SUPPLIES	803.04
DATA TRUCK, LLC	SERVICE	1,170.00	SCHOLASTIC INC.	SUPPLIES	152.10
DEIRDRE WHITMAN	TRAVEL	210.44	SCHUNEMAN EQUIPMENT CO.	PART	884.18
DELYLE'S SOUTH 81 SERVICE,	SERVICE	9,587.75	SCOTT JONGBLOED	REIMB	594.66
DEMCO, INC.	SUPPLIES	483.38	SD ARBORIST ASSN.	DUES	70.00
DEPENDABLE SANITATION INC.	SERVICE	4,166.66	SD DEPT OF AGRICULTURE	DUES	180.00
DEUTSCH EXCAVATING	SERVICE	5,318.75	SD DEPT OF ENVIRONMENT & N	FEES	2,711.14
DEX EAST LLC	SERVICE	336.00	SD DEPT OF MOTOR VEHICLES	FEES	82.20
DIAMOND VOGEL PAINT CENTER	SUPPLIES	34.00	SD DEPT OF REVENUE	SUPPLIES	459.00
DIANE'S ENGRAVING & SIGNS	SERVICE	13.00	SD POLICE CHIEF'S ASSOCIAT	DUES	170.00
DLT SOLUTIONS	SERVICE	5,107.75	SD PUBLIC ASSURANCE ALLIAN	SERVIE	238.00
DOUG KRANZ	REIMB	20.00	SD STATE ARCHIVES	SERVICE	28.80
DOUG TAKEN	REIMB	1,000.00	SD STATE ELECTRICAL COMMIS	FEES	50.00
DOUG'S AUTO REPAIR	SERVICE	482.33	SD TAXIDERMIST ASSOCIATION	DUES	60.00
DOUGLAS FEDT	FEES	140.00	SD TRIATHLON ASSN	SER	120.00
EBSCO INFORMATION SERVICES	SUPPLIES	42.91	SDN COMMUNICATIONS	SERVICE	1,248.00
ELLIOTT EQUIPMENT CO.	SERVICE	1,300.00	SERVICEMASTER OF WATERTOWN	SER	2,438.00
ENERGY LABORATORIES, INC.	SUPPLIES	1,280.00	SEW CONVENIENT	SUPPLIES	24.90
ENGELSTAD ELECTRIC	SERVICE	1,427.55	SEW-EURODRIVE INC.	PART	41.28
EVENTBRITE, INC.	SERVICE	13.70	SHANE HARDIE	REIMB	685.29
EVOLUTION POWERSPORTS	SUPPLIES	59.86	SHANE WATERMAN	REIMB	22.00
F J MC LAUGHLIN INC.	CONSTR	11,156.68	SHARP AUTOMOTIVE, INC	PART	179.39
FARNAM'S GENUINE PARTS	PARTS	2,456.57	SHEEHAN MACK SALES AND EQU	PARTS	2,412.31
FASTENAL COMPANY	SUPPLIES	632.72	SHERWIN WILLIAMS	SUPPLIES	38.43
FEDERAL EXPRESS CORPORATIO	SERVICE	21.65	SHI INTERNATIONAL CORP.	SOFTWARE	5,497.89
FEDERAL SIGNAL CORPORATION	EQUIP	130,709.00	SHOPKO STORES OPERATING CO	SUPPLIES	140.24
FIRST CHOICE SEWER & SEPTI	SERVICE	850.00	SHRED-IT USA - SIOUX FALLS	SERVICE	79.63
FIRST DISTRICT ASSN OF	SERVICE	21,000.00	SIOUX RURAL WATER SYSTEM	SERVICE	69.40
FIRST NATIONAL BANK OMAHA	SERVICE	4,033.28	SIOUX VALLEY COOP	SUPPLIES	26,247.09
FISHER SCIENTIFIC	SUPPLIES	357.17	SODAK PEST CONTROL	SERVICE	80.00
FRONTIER PRECISION INC.	TRAINING	1,200.00	SOUTH DAKOTA AGA	DUES	180.00
G & K SERVICES, INC.	SERVICE	87.77	STAR LAUNDRY & CLEANERS, I	SERVICE	571.51
GALE	SUPPLIES	321.27	STAR TRIBUNE	SUBSCR	166.40
GALL'S INC.	SUPPLIES	320.00	STEIN SIGN	SERVICE	562.26
GCR TIRES & SERVICE	SERVICE	1,274.64	STEIN'S INC.	SUPPLIES	643.51
GEOTEK ENGINEERING	SERVICE	442.50	STEVE THORSON	TRAVEL	49.00
GLACIAL LAKES AND PRAIRIES	DUES	727.00	STIMSON AUTO TOWING & RECO	SERVICE	930.75
GLACIAL LAKES HUMANE SOCIE	SUBSIDY	32,000.00	STREICHER'S INC.	PARTS	756.97
GLASS PRODUCTS INC.	SERVICE	1,876.12	STRYKER SALES CORPORATION	EQUIP	12,803.72

GLENDAL PARADE STORE, LLC	SUPPLIES	37.50	STUART C. IRBY CO.	PART	59.07
GRAINGER	SUPPLIES	804.34	STURDEVANT'S AUTO PARTS IN	SUPPLIES	1,346.91
GRAY CONSTRUCTION	CONSTR	164,579.77	SUPER 8 MOTEL	TRAVEL	115.00
GRUBCO INC.	SUPPLIES	134.85	SYLVESTER BLOCK	REIMB	31.78
HEALTHY CONTRIBUTIONS	FEE	0.15	TACTICAL SOLUTIONS	EQUIP	4,970.00
HEIMAN, INC.	SUPPLIES	567.10	TALKPOINT TECHNOLOGIES, IN	PARTS	542.70
HELMS & ASSOCIATES	CONSTR	15,171.36	TEAM ELECTRONICS	PARTS	146.90
HENRY JOHNSON	REIMB	280.80	TEAM LABORATORY CHEMICAL C	SERVICE	841.00
HILLYARD / SIOUX FALLS	SUPPLIES	531.27	THE FORUM	SERVICE	220.00
HOLTEY CONSTRUCTION	SERVICE	763.57	THYSSENKRUPP ELEVATOR CORP	SERVICE	169.66
HOUSTON ENGINEERING, INC.	CONSTR	11,387.25	TIM TOOMEY	REIMB	63.80
HP INC.	EQUIP	6,996.19	TLC MARINE/OUTDOOR POWER	SERVICE	193.19
HR GREEN, INC.	CONSTR	17,338.55	TODD WILLIAMS	REIMB	48.00
HTCI EDAS FOX	EQUIP	8,465.00	TRANSUNION RISK AND ALTERN	SERVICE	25.00
HUMAN SERVICE AGENCY	DONATION	500.00	TRAV'S OUTFITTER, INC.	SUPPLIES	1,730.00
HURKES IMPLEMENT CO., INC.	SUPPLIES	143.64	TROY BREITAG	REIMB	709.13
HY VEE FOOD STORE	FOOD	282.87	TRUGREEN	SUPPLIES	50.00
I A P E	DUES	50.00	TYLER GRIFFITH	REIMB	1,000.00
INDUSTRIAL PROCESS TECHNOL	CONSTR	39,028.50	TYLER MCELHANY	TRAVEL	181.52
INNOVATIVE LABORATORY SYST	PART	91.35	ULTRAMAX	SUPPLIES	338.00
INTERNATIONAL SPECIES INF	DUES	1,290.95	UNIVAR USA INC.	SUPPLIES	5,851.20
INTERSTATE ALL BATTERY CEN	PART	29.20	UNIVERSITY ENTERPRISES, IN	SERVICE	50.00
ITC	SERVICE	387.83	UPS STORE	SUPPLIES	92.31
J & B SCREEN PRINTING INC.	SUPPLIES	727.50	USA TODAY SUBSCRIPTION PRO	SUBSCR	291.52
J H LARSON ELECTRICAL CO.	SUPPLIES	876.92	UTNE CONSTRUCTION	SERVICE	1,490.00
JAIME STRICKER	REIMB	1,066.14	VANCO SERVICES,LLC	FEES	5.75
JASON RAML TRUCKING	SERVICE	856.01	VAST BROADBAND	SERVICE	317.71
JASPER ENGINEERING & EQUIP	SUPPLIES	78.40	VERIZON WIRELESS	SERVICE	1,918.69
JAY DELANGE	TRAVEL	176.48	WAL-MART COMMUNITY BRC	SUPPLIES	427.10
JEFF BRINK	TRAVEL	22.00	WARD DIESEL FILTER SYSTEMS	SERVICE	90.00
JEFFERSON LINES	SERVICE	98.95	WATERTOWN AREA CHAMBER OF	DUES	1,262.25
JEREMY BJERKE	TRAVEL	79.00	WATERTOWN ARTWALK, INC.	DONATION	1,500.00
JIM'S EXCAVATING	SERVICE	930.75	WATERTOWN BOYS AND GIRLS O	SUBSIDY	17,037.50
JLG ARCHITECTS	CONSTR	10,689.82	WATERTOWN BUSINESS DISTRIC	SUBSIDY	15,600.02
JOAN LARSON	TRAVEL	299.11	WATERTOWN CONVENTION & VIS	SUBSIDY	22,700.00
JOEL WILLETTE	EQUIP	15.00	WATERTOWN DEVELOPMENT COMP	SUBSIDY	204,050.00
JOHNSON FEED INC.	SUPPLIES	10,208.46	WATERTOWN FORD	SUPPLIES	30,878.81
JOSHUA CRANCE	REIMB	20.00	WATERTOWN PUBLIC OPINION	SERVICE	10,080.68
JURGENS PRINTING INC.	SUPPLIES	362.50	WATERTOWN TRUCK & TRAILER	PARTS	59.98
KIM SPURGIN	REIMB	264.18	WATERTOWN WHOLESALE	SUPPLIES	333.73
KIWANIS CLUB	DUES	153.00	WATERTOWN WINNELSON CO.	PART	459.14
KPHR	ADV	150.00	WESTERN BOOKS	SUPPLIES	1,357.30
KXLG	ADV	550.00	WESTMAN FREIGHTLINER	PARTS	132.20
L MARQUARDT ELECTRIC INC.	SERVICE	2,408.72	WHEELCO TRUCK & TRAILER PA	PARTS	133.70
LACAL EQUIPMENT INC.	PARTS	330.04	WILLIAMS CARPET INC.	SERVICE	973.60
LAFRAMBOISE CONSTRUCTION	SERVICE	3,326.25	WIMACTEL, INC.	SERVICE	60.00
LAKE AREA VETERINARY CLINI	SERVICE	233.95	WIPF CONSTRUCTION	SERVICE	336.60
LAKE AREA ZOOLOGICAL SOCIE	REIMB	1,264.48	WORTHINGTON AG PARTS	PART	186.60
LAKE CITY FIRE EQUIPMENT,	SERVICE	42.75			

PAYROLL:

	Sal	SS	Pen	Ins		Sal	SS	Pen	Ins
Mayor/CC	17,005.49	1,184.71	499.03	1,149.63	Forestry	6,989.98	496.66	419.40	1,417.84
Attorney	10,933.51	809.96	656.01	804.63	Library	41,004.88	2,954.55	2,272.51	6,742.90
Finance	32,336.06	2,308.07	1,937.17	5,134.94	Building Serv.	16,435.11	1,189.20	888.87	1,954.26
Info Tech	12,944.38	905.48	772.46	2,299.26	Park & Rec.	117,049.69	8,460.42	6,530.54	17,930.74
Engineer	33,343.51	2,448.45	1,992.80	4,444.94	WRC	42,159.72	3,113.74	1,793.72	3,908.52
Police	190,293.96	13,716.78	14,760.39	30,776.54	E-911	45,085.09	3,242.05	2,626.36	7,472.04
Fire	183,561.95	2,786.43	14,573.92	26,629.20	Upper Big Sioux	7,426.13	514.09	417.40	881.42
Street	49,793.47	4,226.57	3,452.79	7,817.04	Sewer	67,711.45	4,954.14	4,057.40	10,840.88
Snow Removal	8,357.54	40.89	0.00	1,417.84	Landfill	64,827.60	4,638.94	3,886.38	10,384.52
Cemetery	8,462.15	599.48	503.11	0.00	Airport	14,906.35	1,089.94	866.01	1,954.26
Animal Cntrl	3,791.96	278.78	226.32	536.42					

Add'l 5.25 long L. Marscheider (Eng.), S. Hardie, M. Jensen & B. Routh (Police), C. Fischer, A. Heinrich & C. Robinson (Fire), R. Beynon & T. Swenson (Street), S. Block (Forestry), M. Drake-Miller (P&R), L. Benthin & D. Warrick (E-911), M. Boerger & C. Beaver (Landfill), T. Syhre (Airport)

New Hires P&R J. Vrchota (9.00/hr), T. Caldwell (10.00/hr), **New Hires WCRC** N. Floyd (9.00/hr), New Hire E-911 T. Nelson (14.00/hr)

Sal Inc P&R J. Bawek, H. Hansen (9.00/hr), K. Johnson (12.00/hr), **Sal Inc Street** R. Gusso & G. Walburg (10.25/hr), L. Niemann (11.25/hr)

Sal Inc Fire M. Sackmann (188.67/mo), **Sal Inc WCRC** J. Larson (14.00/hr), **Sal Inc Building Services** J. Christensen (12.50/hr)

Sal Inc WCRC W. Kennedy, R. Evans, C. Ford, J. Geerdes (9.00/hr), M. Kludt & A. Kurkowski (9.25/hr), B. Sullivan, J. Pischke, P. Dixon, M. Bekaert, R. Hoeltzner Jr. (9.50/h)
Sal Inc WCRC R. Middleton, R. Huckaba Jr., K. Hemiller (9.75/hr), R. Sadergaski (10.25/hr), L. Schwinger (10.50/hr), K. Konradi (11.50/hr)
Sal Inc E-911 K. Anderson, A. Schaefer & D. Warrick (48.00/mo)

Mayor Steve Thorson amended the agenda by adding first reading of Ordinance No. 16-04 and removing the land lease agreement. Motion by Danforth, seconded by Buhler, to approve the agenda as amended. Motion carried.

The Urban Renewal District 2015 Annual Report of Finances and Activities was presented. No action was taken.

Finance Officer Rochelle Ebbers and Municipal Utilities Director Of Administration Adam Karst presented the City Council with the preliminary 2015 City Financial Report. No action taken.

This being the time scheduled for the public hearing on a new retail (on-off sale) malt beverage and SD Farm Wine License to Harry's Haircuts & Hot Towels, LLC, d/b/a Harry's Haircuts & Hot Towels, 16 East Kemp, Parcel I: E25' of Lot 14, Blk 8 of Wtn; & Lot 1 of Monks' Subd of Lots 12, 13 & 14, Blk 8 of Wtn, Parcel II: W25' of E50' of Lot 14, Blk 8 of Wtn & Lot 2 of Monks' Subdiv of Lots 12, 13, & 14, Blk 8 of Wtn; the Mayor called for public comment. Hearing no comment from the public, motion by Tupper, seconded by Danforth, to approve the licenses as presented. Motion carried.

This being the time scheduled for the public hearing on a new retail Wine License to BMG, Inc., d/b/a Ringo's, 520 10th St. NW, N110' of Lots 11-13, N110' of E20' of Lot 14, Blk 3, Davis Addn; the Mayor called for public comment. Hearing no comment from the public, motion by Danforth, seconded by Solum, to approve the licenses as presented. Motion carried.

This being the time scheduled for the public hearing on Resolution No. 16-10 Vacation of South Broadway Street, the Mayor called for public comment. Various members of the community spoke in favor of and against the vacation. Hearing no further comment from the public, motion by Danforth, seconded by Tupper, to approve Resolution No. 16-10 as presented. Motion carried.

Ordinance No. 16-02 creating a bond fund and levying taxes for the payment of General Obligation Bonds was placed on its second reading and the title was read. Motion by Roby, seconded by Albertsen, to approve Ordinance No. 16-02 as presented. Motion carried.

Ordinance No. 16-03 amending Section 2.0103 and 2.0103A regulating the permitted times for sale and consumption of alcohol within and for the City of Watertown was placed on its first reading and the title was read. No action was taken.

Motion by Rieffenberger, seconded by Buhler to approve the lease agreement with Yamaha through Evolution Powersports for the use of a UTV by the Fire Department. Motion carried.

Motion by Danforth, seconded by Roby authorizing the Mayor to sign an agreement for engineering services with Aason Engineering for the Bridge Rehabilitation Project in the amount of \$25,000. Motion carried.

Motion by Solum, seconded by Roby, to approve Resolution No. 16-11 and authorizing the Mayor to sign documents related to the State Water Resources Management System grant for the Flood Control Study. Motion carried.

Motion by Albertsen, seconded by Danforth, authorizing the Mayor to sign a detour agreement with the Department of Transportation for the Highway 81 Reconstruction Project. Motion carried.

Motion by Danforth, seconded by Vilhauer, to approve the abatement of property taxes not recommended by the Codington County Director of Equalization (tax exempt) for Record #14645 in the amount of \$8,209.50. Motion carried.

Upper Big Sioux Watershed Project Coordinator Roger Foote presented the tabulation of bids received for the Amdahl Westland Complex Project. Bids were opened at 10:00 AM on February 17, 2016 and are as follows: Bates

Construction Co, Inc. total bid of \$111,706.40; Kriech total bid of \$130,842.96, Connors Construction, Inc. total bid of \$133,121.20; B&B Construction, Inc. total bid of \$151,348.75; J&J Earthworks, Inc. total bid of \$163,378.00; Clausen Construction, Inc. total bid of \$173,441.14 and Ronglien Excavating, Inc. total bid of \$200,557.25. Motion by Vilhauer, seconded by Tupper, to approve the bid from Bates Construction Co. Inc. in the amount of \$111,706.40. Motion carried.

Motion by Roby, seconded by Solum, to approve the Revised Storm Water Management Program and Annual Report. Motion carried.

Motion by Danforth, seconded by Buhler, authorizing the Mayor to sign the 2015 MS4 Annual Report. Motion carried.

City Engineer Shane Waterman presented the tabulation of bids received for the 2016 Sanitary Sewer Replacements Project. Bids were opened at 10:00 AM on February 23, 2016 and are as follows: J&J Earthworks total bid of \$489,050.63; H&W Contracting, LLC total bid of \$501,450.30, Halme, Inc. total bid of \$533,472.45; Haarsma Construction total bid of \$546,069.95 and Prunty Construction total bid of \$548,427.00. Motion by Roby, seconded by Buhler, to approve the bid from J&J Earthworks in the amount of \$489,050.63. Motion carried.

City Engineer Shane Waterman presented the tabulation of bids received for the 15th Street NE Project. Bids were opened at 10:00 AM on February 23, 2016 and are as follows: J&J Earthworks total bid of \$453,973.25; McLaughlin & Schulz, Inc. total bid of \$422,402.27 and AP & Sons Construction Inc. total bid of \$481,357.30. Motion by Vilhauer, seconded by Roby, to approve the bid from McLaughlin & Schulz, Inc. in the amount of \$422,402.27. Motion carried.

Motion by Tupper, seconded by Rieffenberger, to approve Change Order No. 1 to the contract with McLaughlin & Schultz, Inc. for the 15th St. NE Project to correct an irregularity in the bid form. Motion carried.

Motion by Danforth, seconded by Albertsen, authorizing the Mayor to sign an agreement for engineering services with Aason Engineering for the construction phase of the 15th Street NE project in the amount of \$35,288. Motion carried.

Ordinance No. 16-04 amending zoning district boundaries by rezoning Littles First Addition from I-1 Light Industrial District to C-3 Highway Commercial District was placed on its first reading and the title was read. No action was taken.

Motion by Tupper, seconded by Solum, to go into executive session for the purpose of discussing contract negotiations and personnel issues. Motion carried.

Motion by Tupper, seconded by Danforth, to reconvene in open session. Motion carried.

Motion by Rieffenberger, seconded Thorson, to adjourn until 7:00 PM on Monday, March 21, 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 7th day of March, 2016.

ATTEST:

Rochelle Ebbers, CPA

Steve Thorson

Finance Officer

Mayor



March 15, 2016

Urban Renewal Board
PO Box 1113
Watertown, SD 57201

Subject: Urban Renewal \$10,000 loan request from Happy Trails Properties, LLC

Happy Trails Properties, LLC has requested \$10,000 for the remodel of 10 E Kemp. The remodel will add overall value to the business and enhance the experience at Happy Trails Properties, LLC operating in the Urban Renewal District of Uptown Watertown.

The request has been approved as a direct loan for \$10,000 for a 3 year term at a fixed rate of 3.00% by Great Western Bank as the servicing bank.

Sincerely,

Paul Moore
Business Banking Manager

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

NAME

MAILING ADDRESS

CITY Water-town STATE SD ZIP CODE 57201

Record # 10108 Legal Description of Property Lot 14 Blk 22
2nd Railway Add

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

- An error has been made in any identifying entry of description of the real property; in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;
- Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;
- The complainant or the property is exempt from the tax;
- The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessment;
- Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;
- The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.
- A loss occurred because of flood, fire, storm, or other unavoidable casualty;
Date of Loss _____
- Structures have been removed after the assessment date (upon verification by the director of equalization),
Date structures removed _____
- Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4.
- Applicant, having otherwise qualified for classification of owner--occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.
- Other / Comments _____

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

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

Applicant's Signature

Subscribed and sworn to, before me this 17th day of

February, 2016.

Shawn Gustert

Notary / Auditor / Deputy Auditor / Director of Equalization

Date received in the County Auditor's Office	<u>2-29-2016</u>	Received by	<u>C Brugman</u>
Taxes due in	<u>2016</u>	Total Taxable Value	<u>58310</u>
		Total Taxes Due	<u>864.04</u>
Tax levy	<u>14.818</u>	Property classification	<u>00</u>
Taxable Value Abated	<u>58310</u>	Amount Abated	<u>864.04</u>
		Amount Refunded	_____

Records have been checked and it was found that applicant qualified for the ~~was~~ Disabled Veteran exemption but missed the deadline.

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

Shauna Custant
ASSESSING OFFICER

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

City of _____

Dated _____, 20____

Mayor.

Rejected: _____

Reasons: _____

Dated _____, 20____

Mayor.

Applicant advised of action by notice dated

_____, 20____.

City Auditor.

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

Dated _____, 20____

Chairman County Board.

Rejected: _____

Reasons: _____

Dated _____, 20____

Chairman County Board.

Applicant advised of action by notice dated

_____, 20____.

County Auditor.

No. _____

APPLICATION FOR
ABATEMENT OR REFUND

of

Mr. _____

P.O. _____

OFFICE OF COUNTY AUDITOR

Codington County

Received and filed in my office on

_____, 20____.

County Auditor.

By _____
Deputy.

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

NAME Dean W & Jennifer A Johnson
 MAILING ADDRESS P.O. Box 11223
 CITY Watertown STATE SD ZIP CODE 57201
 Record # 8871 Legal Description of Property Lot B McAtees Subd

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

- An error has been made in any identifying entry of description of the real property; in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;
- Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;
- The complainant or the property is exempt from the tax;
- The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessment;
- Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;
- The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.
- A loss occurred because of flood, fire, storm, or other unavoidable casualty;
Date of Loss _____
- Structures have been removed after the assessment date (upon verification by the director of equalization),
Date structures removed _____
- Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4.
- Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.
- Other / Comments _____

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

CINDY BRUGMAN



NOTARY PUBLIC
SOUTH DAKOTA



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

Subscribed and sworn to, before me this Feb day of 2016

Jennifer A. Johnson
Applicant's Signature

Cindy Brugman
Notary / Auditor / Deputy Auditor / Director of Equalization

Date received in the County Auditor's Office 3-11-2016 Received by C Brugman
 Taxes due in 2016 Total Taxable Value 468650 Total Taxes Due 9377.22
 Tax levy 20.009 Property classification NA should be 00
 Taxable Value Abated n/a Amount Abated 2188.12 Amount Refunded _____

Records have been checked and it was found that property was occupied ~~was~~
by owner.

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

James Gustaf
ASSESSING OFFICER

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

City of _____

Dated _____, 20____

Mayor.

Rejected: _____

Reasons: _____

Dated _____, 20____

Mayor.

Applicant advised of action by notice dated

_____, 20____.

City Auditor.

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

Dated _____, 20____

Chairman County Board.

Rejected: _____

Reasons: _____

Dated _____, 20____

Chairman County Board.

Applicant advised of action by notice dated

_____, 20____.

County Auditor.

No. _____

APPLICATION FOR
ABATEMENT OR REFUND

of

Mr. _____

P.O. _____

OFFICE OF COUNTY AUDITOR

Codington County

Received and filed in my office on

_____, 20____.

County Auditor.

By _____
Deputy.



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001021141
 Contract Modifier: RN19-JAN-16 16:02:32

Date: 03/02/2016

Company Name:	Watertown Police Department
Attn:	
Billing Address:	128 N Maple
City, State, Zip:	Watertown,SD,57201
Customer Contact:	
Phone:	

Required P.O.: No
 Customer #: 1000224444
 Bill to Tag #: 0001
 Contract Start Date: 04/01/2016
 Contract End Date: 03/31/2017
 Anniversary Day: Mar 31st
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC01SVC1101C SVC059AH	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL ENH: DISPATCH SITE	\$337.27	\$4,047.24
4	SVC062AD	ASTRO25 OPERATOR POSITIONS		
1	SVC01SVC1102C SVC922AG	ASTRO DISPATCH SERVICE ENH: DISPATCH SITE	\$25.51	\$306.12
1	SVC01SVC1103C SVC088AH	ASTRO NETWORK MONITORING DISPATCH SITE	\$182.23	\$2,186.76
1	SVC01SVC1104C SVC180AH	ASTRO TECHNICAL SUPPORT ENH: DISPATCH SITE	\$65.26	\$783.12
4	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$706.73	\$8,480.76
1	SVC584AG SVC939AG	ASTRO25 M1 OPERATOR POSITION ENH: DISPATCH SITE		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$1,317.00	\$15,804.00
	Subtotal - One-Time Event Services	\$.00	\$.00
	Total	\$1,317.00	\$15,804.00

	Taxes	-	-
	Grand Total	\$1,317.00	\$15,804.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.			

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015



Statement of Work
Prepared For :

WATERTOWN POLICE DEPARTMENT

128 N MAPLE

WATERTOWN, SD 57201



Statement of Work

Definitions

1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1. **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2. **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3. **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4. **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5. **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
- 1.6. **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7. **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8. **Customer:** The end-user Customer as identified in the Agreement.
- 1.9. **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10. **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11. **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12. **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13. **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14. **Feature:** A Software functionality
- 1.15. **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16. **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17. **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18. **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19. **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20. **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21. **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components, and placing the Equipment back into operation.
- 1.22. **MCNS:** Mission Critical Network Services
- 1.23. **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company
- 1.24. **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25. **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 1.26. **Optional Feature:** An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27. **Radio Support Center (RSC):** A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28. **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29. **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30. **Servicer:** A Motorola Authorized Service Station or Motorola Field Service personnel.
- 1.31. **Severity Level:** The degree of adverse impact of an issue or Event.

- 1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37. Start Date: Effective start date as listed on the Agreement.
- 1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
- 1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46. Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

Definitions

Approved by Motorola Contracts & Compliance 10-31-2006



Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to the Customer. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

- 2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 2.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5 Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1
- 2.7 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.7.1 Characterize the issue
 - 2.7.2 Determine a plan of action
 - 2.7.3 Assign and track the Case to resolution.
- 2.8 Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7
- 2.9 Ensure the required personnel have access to Customer information as needed.
- 2.10 Disable and enable System devices, as necessary, for Servicers.
- 2.11 Servicer will perform the following on-site:
 - 2.11.1 Run diagnostics on the Infrastructure or FRU.
 - 2.11.2 Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.11.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.11.4 If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.

- 2.12 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.13 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.14 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.15 Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels
 - 2.15.1 Open and closed; or
 - 2.15.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.16 Provide the following reports, as applicable:
 - 2.16.1 Case activity reports to Customer.
 - 2.16.2 Network Monitoring Service reports for Customer System(s).
 - 2.16.3 Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
- 2.17 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.18 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer Responsibilities:

- 3.1 Allow Motorola Continuous remote access to obtain System availability and performance data.
- 3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.3 Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.4 Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.5.1 Case notification preferences and procedure
 - 3.5.2 Repair Verification Preference and procedure
 - 3.5.3 Database and escalation procedure forms.
 - 3.5.4 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6 Provide the following information when initiating a service request:
 - 3.6.1 Assigned System ID number
 - 3.6.2 Problem description and site location
 - 3.6.2 Other pertinent information requested by Motorola to open a Case.
- 3.7 Notify the System Support Center when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 3.8 Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
- 3.9 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.10 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.12.2
- 3.11 Maintain and store in an easy accessible location any and all Software needed to Restore the System.
- 3.12 Maintain and store in an easily accessible location proper System backups.
- 3.13 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
- 3.14 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
- 3.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ol style="list-style-type: none"> 1. Response is provided Continuously 2. Major System failure 3. 33% of System down 4. 33% of Site channels down 5. Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. 6. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Significant System Impairment not to exceed 33% of system down 3. System problems presently being monitored 4. This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Intermittent system issues 3. Information questions 4. Upgrades/preventative maintenance 5. This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Standard Response Time	Restoral	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	8 Hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	8 Hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	48 Hours	Time provided by Servicer *

· Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.

· Provide update **before** the specific contractual commitments come due.

* Note: Provide update to System Support Center **before** Deferral time comes due.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola

MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table (Listed by technology)

System Type	Equipment
ASTRO 25 (release 7.0 and higher) SECURITY ELEMENTS Monitoring and managing Security Elements is dependent on Customer purchasing and Core Security Management Server as Equipment with the Customer System	<p>Packet Routing Network; Zone Controllers; Database Server; FullVision Server; UEM Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; Conventional Channel Gateway (CCGW); Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console (MCC7500) and repeater sites switches, GGSN; CWR</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations). The SMARTX box is a transparent box that connects the legacy equipment to ASTRO core. The SMARTX box is not part of the monitored elements.</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p> <p>If Motorola Security Monitoring service is purchased - Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server</p>

<p>ASTRO 25 (release 6.3 - 6.9) SECURITY ELEMENTS Monitoring and managing Security Elements is dependent on Customer purchasing and Core Security Management Server as Equipment with the Customer System</p>	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p> <p>If Motorola Security Monitoring service is purchased - Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server</p>
<p>ASTRO 25 6.0 - 6.2</p>	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Environmental Alarms, Microwave)</p>
<p>Astro LE</p>	<p>Site Controllers; Environmental Alarms; Channel Banks</p>

*Legal Approval
September 2010*



Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2 Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3 Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4 Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
 - 2.4.1 During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
 - 2.4.2 When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced replacement FRU.
 - 2.4.3 When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5 Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6 Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7 Perform the following service on Motorola Infrastructure:
 - 2.7.1 Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.7.2 Replace malfunctioning FRU or Components.

- 2.7.3 Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
- 2.7.4 Perform a Box Unit Test on all serviced Infrastructure.
- 2.7.5 Perform a System Test on select Infrastructure.
- 2.8 Provide the following service on select third party Infrastructure:
 - 2.8.1 Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.8.2 Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.8.3 Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.8.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.9 Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.10 Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
- 2.11 Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
 - 3.1 Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1 Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2 Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3 Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4 Provide Customer purchase order number to secure payment for any costs described herein.
 - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
 - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
 - 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
 - 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
 - 3.6 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in

for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.

3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

1. All Infrastructure over seven (7) years from product cancellation date.
2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
3. Physically damaged Infrastructure.
4. Third party Equipment not shipped by Motorola.
5. Consumable items including, but not limited to batteries, connectors, cables, tone/ink cartridges.
6. Video retrieval from Digital In-Car Video equipment
7. Test equipment.
8. Racks, furniture and cabinets.
9. Firmware and/or Software upgrades.

ASTRO® 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and PTP 800 licensed series Excludes all other PTP technologies
Base Station(s) and Repeater(s)	Includes Quantar, MTR3000, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys , Telco, IMACS models 600, 800 . Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac 9600, ASTRO-tac 3000, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HPz400, HP VL600, HP VL800, HPz400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all

	286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention,
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000, VPM, as part of complete communication System ? including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Firewalls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDSS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder	Excludes all technologies see SOW specifically for NICE logging recorders
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Motobridge	Included
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Astro25 Infrastructure Repair con't	Inclusions, Exclusions, Exceptions and Notes
Network Fault Management	Includes Full Vision, Unified Event Manager Excludes NMC
Gateway	Includes PDG:CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE
Printer(s)	Includes printers that directly interface with the communications system.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GPW8000, GTR8000, GTR8000 HPD Receivers.

	Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGM8000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML110, HP ML530, HP TC2110, 2120 HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C,Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Cryptr
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX,Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Telco PBX	Includes Avaya Dfinity PBX, S8300, S8500, Intel Server (ACSS), TSRLT2, TIGPR2U
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyne
Universal Simulcast Controller Interface(s)	Included
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Workstation	Included

SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part

	of complete communication System ? including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives except TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

Approved by Contract and Compliance 11/20/09
Motorola Solutions
1303 E. Algonquin Road, Schaumburg, IL 60196 U.S.A.
Version 1.9 1/12/12



Statement of Work

Technical Support Overview

Motorolas Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO network expertise and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Technical Support provides access to a solutions database, as well as access to in house test labs and additional Motorola technical resources

Motorola applies industry best practices in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Technical Support Services

Motorolas System Support Center (SSC) will provide technical support to assist the customers technical resources of the Motorolas currently supported infrastructure. This team of highly skilled professionals is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

The Technical Support Operations is available 24 hours a day; 7 days per week to support technical requests ([see severity level response time commitments](#)). Calls requiring incidents, problems, or service requests will be logged in Motorolas issue management system. This ensures that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. The Technical Support Operations shall assign the priority level as in accordance with the agreed [Severity Level Definitions](#) stated in this document.

Motorola will track the progress of each case from initial logging to resolution. Motorola will ensure that the customer is advised of the case progress and informed of tasks that require further investigation and assistance from the customers technical resources

The provision of this service requires that the customer provides a suitably trained technical resource that delivers maintenance and support to the system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.1 Scope

Technical Support service is available 24 hours a day, 7 days a week based on [Severity Level Definitions](#).

1.2 Geographic Availability

Technical Support is available to any customer regardless of their geographic location and timeframes are based on the customer's local time zone.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.

- 1.4.6 Network security services.
- 1.4.7 Network transport.
- 1.4.8 Information Assurance.
- 1.4.9 Motorola services not included in this statement of work.
- 1.4.10 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorolas Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

- 1.5.1 Enable customer access to the Motorola Technical Support Center (800-221-7144), 24 hours a day, 7 days per week, to answer, document and respond to requests for support.
- 1.5.2 Respond to requests for Technical Support in accordance with the response times set forth in the [Severity Level Response Time Commitments](#) section of this document and the severity level defined in the [Severity Level Definitions](#) section of this document.
- 1.5.3 Advise caller of procedure for determining any additional requirements, activities or information relating to issue restoration and/or characterization.
- 1.5.4 Maintain communication with the customer in the field as needed until resolution of the case
- 1.5.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6 Escalate and manage support issues, including systemic issues, to additional Motorola technical resources, as applicable.
- 1.5.7 Escalate the case to the appropriate party upon expiration of a response time.
- 1.5.8 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6 The Customer has the following responsibilities:

- 1.6.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5 Provide SSC access via the remote connection that has been established through other sold services (e.g. Network Fault Monitoring)
- 1.6.6 Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.7 Validate issue resolution prior to close of the case in a timely manner.
- 1.6.8 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the [Severity Level Definitions](#) and in the [Severity Level Response Time Commitments](#) section in this document.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke, ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for information. • Preventive Maintenance

2.1 Severity Level Response Time Commitments

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the

	system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

SD EForm - 0873 V6

Date Received _____
Date Issued _____

License No. RB-3780

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

Jay Ambe S LLC
225 W Kemp Ave
Watertown, SD 57201

B. Business Name and Address

Freedom Value Centers
225 W Kemp Ave
Watertown SD 57201

Owner's Telephone #: 401 862-6193

Business Telephone #: _____

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:

S100' of Lots 8-10, Block 35, Second
Railway Addition

Have you ever been convicted of a felony? Yes No

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

E. State Sales Tax Number: 1030-5231-ST

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 01 day of March Print Name: HARSHANWAR KAMLESH Signature: K.M. Patel

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.

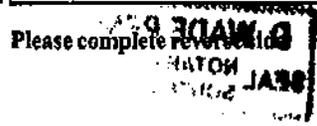
Place of business is located in a municipality? Yes No County: Codington
This application was subscribed and sworn to before me this 1st day of March 2016
Approving Officer's Telephone number 605 852-2036 Signature: [Signature]

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on 03-12-2016. Public hearing on the application was held 03-21-2016, 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: 10
Renewal - no public hearing held
Amount of fee collected with application \$ 690.00
Amount of fee retained \$ 415.00
Forwarded with application \$ 75.00

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 _____



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

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

State of South Dakota)

Affidavit

County of)

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

Name of corporation/partnership/LP/LLC JAY AMBE-5 LLC
 Address of office and principal place of business of corporation/partnership/LP/LLC 225 W KEMP AVE, WATERTOWN, SD
 Date of incorporation DEC 18 / 2015
 Date of last report filed with Secretary of State (NEW)
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character? YES
 Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? NO

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

Name	Office	Address	Occupation
<u>KAMLESHKUMAR</u>		<u>1843 ATWOOD AVE, RT, 02911</u>	<u>SELF EMPLOYEE</u>

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

Name	Address	Occupation
<u>HARESHKUMAR</u>	<u>80 SCOTCHMERE CRESCENT, BRAMPTON, LS23AG</u>	<u>SELF EMPLOYE</u>

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? THAKKAR ASSOCIATES, NJ, PH- 908-561-3600

With signature the applicant agrees to the following:

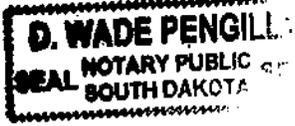
That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to 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 K.M. Patel

Subscribed and sworn to before me this 1st of March 2016, Codington County, State of South Dakota.

My commission expires 11-09-2018 W. Wade Pengill
 (Notary Public)



SD EForm - 0873 V6

Date Received _____
Date Issued _____

License No. RB-3326

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

Jay Amber-LLC
615 9th Ave SE
Watertown SD 57201

B. Business Name and Address

Freedom Value Center
615 9th Ave SE
Watertown SD 57201

Owner's Telephone #: 401-862-6193

Business Telephone #: _____

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:

Lots 15, 16, 17 & 18 in Rice Bros. Subd of Bjk "J" of Burchard's Addn to Wtn

Have you ever been convicted of a felony? Yes No

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

E. State Sales Tax Number: 1030-5232-ST

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 01 day of Mar Print Name: KAMLESH KUMAR Signature: K.M. Patel

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: Codrington
This application was subscribed and sworn to before me this 15 day of March 2016
Approving Officer's Telephone number 605-885-6231/8 Signature: D. Wade Fell

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on 03-12-2016. Public hearing on the application was held 03-21-2016, 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: _____

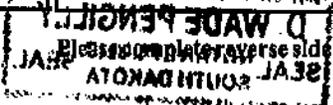
Renewal - no public hearing held
Amount of fee collected with application \$ 190.00
Amount of fee retained \$ 115.00
Forwarded with application \$ 75.00

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 _____



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

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

State of South Dakota)

Affidavit

County of)

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

Name of corporation/partnership/LP/LLC JAY AMBE-6 LLC
 Address of office and principal place of business of corporation/partnership/LP/LLC 615 9TH AVE SE, WATERLOO, SD
 Date of incorporation 8 DECEMBER 2015
 Date of last report filed with Secretary of State N/A NEW
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character? YES
 Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? NO

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

Name	Office	Address	Occupation
<u>KAMLESHKUMAR</u>		<u>1843 ATWOOD AVE, RT, 02919</u>	<u>SELF-EMPLOYEE</u>

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

Name	Address	Occupation
<u>HARESHKUMAR</u>	<u>806 COTCHMERE CRESCENT, BRANFORD, ON, L6R0A1</u>	<u>SELF-EMPLOYEE</u>

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?

THAKKAR ASSOCIATES, NJ, PHON # 908-561-3100

With signature the applicant agrees to the following:

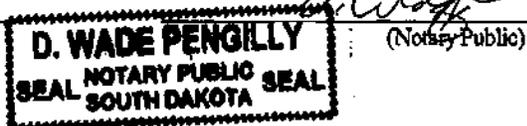
That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to 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 K.M. Patel

Subscribed and sworn to before me this 1st of March 2016, Jedington County, State of South Dakota.

My commission expires 11-09-2018



LEASE AGREEMENT

This Lease Agreement is made and entered into this ____ day of March 2016, by and between Nick & Matt Kranz Inc. (hereinafter “LESSEE”), and the City of Watertown (hereinafter “LESSOR”).

1. Leased Premises.

The leased premises are identified on Exhibit A, attached hereto and incorporated by reference. It is acknowledged by the parties hereto that LESSOR is the legal and equitable owner of the real property described herein.

Site 1: Approximately 67 acres of real property located within the perimeter coordinates of North Cells 1-5:

Perimeter Coordinates for North Cells 1-5

Location	Coordinates	
NW Corner	N 44° 53.023’	W 097° 05.912’
NE Corner	N 44° 53.031’	W 097° 05.641’
SE Corner	N 44° 52.608’	W 097° 05.645’
SW Corner Point # 1 – Eastern Point	N 44° 52.609’	W 097° 05.852’
SW Corner Point # 2 – Western Point	N 44° 52.641’	W 097° 05.915’

Legal: A portion of land located in the Southeast Quarter of Section 5, Township 116 North, Range 52 West

Site 2: The Northwest portion of the Southwest Quarter (SW ¼) of Section 4, Township 116 North, Range 52 West, Codington County, South Dakota, consisting of 15.58 acres, more or less

Site 3: The Southwest portion of the Southwest Quarter (SW ¼) of Section 4, Township 116 North, Range 52 West, Codington County, South Dakota, consisting of 11.44 acres, more or less

Site 4: The Northwest portion of the Northwest Quarter (NW ¼) of Section 9, Township 116 North, Range 52 West, Codington County, South Dakota, consisting of 25.22 acres, more or less

LESSEE specifically acknowledges and agrees that during the term of this Lease Agreement, LESSOR shall reserve the right to convey some or all of any of the leased sites to a third party for an alternative use. In the event LESSOR shall exercise any such conveyance, a pro rata reduction in the rent payment due LESSEE will be provided.

2. **Term.**

The term of this Lease Agreement shall be three (3) years and shall be renewable for three (3) additional three (3) year terms, under similar terms and conditions.

3. **Rent.**

LESSEE shall pay LESSOR Fifty-Five (\$55.00) per acre, on an annual basis for sites 2, 3 & 4. Said area is agreed to consist of 55.24 acres, with an annual rent amount due and owing of Three Thousand Thirty Eight Dollars and Twenty Cents (\$3,038.20). The rent shall be paid on or before December 1 each year.

LESSEE shall pay LESSOR the no rent on site #1 during the term of this lease agreement.

4. **Obligations of LESSOR and LESSEE.**

A. LESSOR warrants that it 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, except as provided for herein.

C. It is expressly agreed and understood by the parties that during the term of this lease both parties shall have the right of access over and upon the leased premises

D. 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 or fertilizers, and weed abatement and control. LESSEE hereby agrees that weed abatement and control over and upon the entire leased premises shall be its sole responsibility.

E. LESSEE agrees, not to apply any fertilizer or manure containing nitrogen or phosphorus to any of the lease premise sites without the prior written consent of the LESSOR, and upon such written consent provide to the LESSOR documentation of the amount of nitrogen and phosphorus applied in terms of pounds per acre.

5. **Rights of LESSEE.**

LESSEE may utilize the leasehold premises, during the period this Lease Agreement is in effect, for haying purposes.

6. Rights of LESSOR.

LESSOR may, at any time during the term of this lease, inundate the Site #1 of the leasehold premises with partially treated wastewater when the temporary storage and retention of partially treated wastewater from the Watertown Wastewater Treatment Facility is necessary for the operation of the facility.

7. Indemnification.

LESSEE agrees to indemnify and hold LESSOR harmless, for any injury, whether to person or property, arising out of, or occurring as a result of, any activities conducted on the leased premises, whether to LESSEE personally, or any employee, agent, heir of assign of LESSEE, during the term of this Lease Agreement. It is specifically agreed and understood that this express provision cannot be amended or extinguished, in any manner, during the term of this Agreement, and is binding on the LESSEE's heirs and assigns.

8. Right of Termination.

Except as otherwise provided herein, this Lease Agreement may be terminated, without any penalty or further liability, upon written notice by a party. LESSEE hereby agrees that upon termination of this Lease Agreement, it will remove any and all equipment from the leased premises prior to the effective date of such termination and will exercise its best efforts, prior to surrender of the leased premises, to restore the leased premises to the condition then existing at the time LESSEE took possession thereof.

9. 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:
City of Watertown
23 2nd Street N.E.
P.O. Box 910
Watertown, SD 57201

If to LESSEE:
Nick & Matt Kranz Inc.
2137 20th Avenue S.E.
Watertown, SD 57201

10. Assignment and Subletting.

LESSEE may not, in any manner, assign or sublet the leased premises, or any portion thereof.

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 Amendment 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.

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.

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

LESSOR:

LESSEE:

Steve Thorson
Mayor

Matt Kranz

ATTEST:

Rochelle Ebbers, CPA
Finance Officer

(SEAL)

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

On this the ___ day of March 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 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 March 2016, before me, the undersigned officer, personally appeared Matt Kranz, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

(SEAL)

My Commission Expires:

Exhibit A



ORDINANCE NO. 16-03

AN ORDINANCE AMENDING SECTIONS 2.0103 AND 2.0103A REGULATING THE PERMITTED TIMES FOR SALE AND CONSUMPTION OF ALCOHOL WITHIN AND FOR THE CITY OF WATERTOWN

BE IT ORDAINED by the City of Watertown that Section 2.0103 the Revised Ordinances of the City of Watertown regulating package liquor licenses be amended as follows:

2.0103: HOURS AND CLOSING

No licensee shall sell, serve or allow to be consumed on the licensed premises any alcoholic beverages at any time or on any day not permitted by SDCL §35. No licensee shall sell, serve or allow to be consumed on the licensed premises any malt beverages prior to ~~eleven~~ ~~one~~ o'clock (11:00) ~~ap~~.m. on any Sunday. Package liquor licenses may elect to sell any malt beverage, distilled spirits or wine, on Sunday from eleven o'clock (11:00) a.m. to twelve o'clock (12:00) midnight. (E-584-1) (Rev. Ord. 15-28; 12-11-15).

BE IT FURTHER ORDAINED by the City of Watertown that Section 2.0103A the Revised Ordinances of the City of Watertown regulating package liquor licenses be amended as follows:

2.0103A: SALE OF ALCOHOLIC BEVERAGES ON SUNDAY

Notwithstanding any other provision of this title, any on-sale licensee shall be permitted to sell, serve, and allow to be consumed, on the licensed premises, any alcoholic beverage, including malt beverages, distilled spirits and wine, on Sunday between the hours of eleven o'clock (11:00) AM and twelve o'clock (12:00) midnight, ~~with the serving of food as provided by SDCL §35-4-2.1.~~ (Ord 02-10; Rev 11-15-02) (Ord 03-04; Rev 06-23-03)

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

I certify that Ordinance 16-03 was published in the Watertown Public Opinion, the official newspaper of said City, on the 26th day of March, 2016.

Rochelle M. Ebbers, CPA

First Reading: March 7th, 2016
Second Reading: March 21st, 2016
Published: March 26th, 2016
Effective: April 15th, 2016

City of Watertown

Attest:

Rochelle M. Ebbers, CPA
Finance Officer

Steve Thorson
Mayor



Request for City Council Action

TO: City Council
THROUGH: Shane Waterman, City Engineer
FROM: Jeff Brink, Planner/Engineer II
MEETING DATE: March 21, 2016
SUBJECT: Little's First Addition – Rezone

Petitioner: Coho Inc., Owner of property

Background: The property is currently zoned I-1 Light Industrial District, and the petitioner would like to rezone it to C-3 Highway Commercial District to allow for commercial development.

Facts:

1. Adjacent Zoning Designation:
 - County Agricultural north.
 - I-1 Light Industrial District east.
 - C-3 Highway Commercial District south and west.

 2. Minimum Lot Requirements: C-3
 - a. Min. Lot Area: 20,000 sf
 - b. Min. Lot Width: 100 ft
 - c. Min. Front Yard: 40 ft
 - d. Min. Side Yard: 20 ft
 - e. Min. Rear Yard: 30 ft

 3. Lots within this rezoned area will be able to conform to the lot requirements

 4. The Comprehensive Land Use Plan has designated this area to be “Economic Development Site (Commercial)”. Therefore, this rezone is in conformance with the Comprehensive Land Use Plan.
-

Action: City Council decision on Ordinance 16-04

History: 03/04/16 Petition Received
03/07/16 City Council First Reading
03/21/16 Plan Commission Public Hearing
03/21/16 City Council Second Reading and Public Hearing

ORDINANCE 16-04

An Ordinance Amending Zoning District Boundaries by Rezoning Little's First Addition from I-1 Light Industrial District to C-3 Highway Commercial District

BE IT ORDAINED by the City of Watertown, upon examination of the Petition to Change Zoning by owner, Coho Inc., of the real property legally described as:

Little's First Addition in the Southeast Quarter of Section 33, Township 117 North, Range 52 West of the 5th P.M., in the County of Codington, South Dakota

and based on the report and recommendation of the City Plan Commission in its Resolution 2016-04, that the property be, and is hereby, rezoned from the existing designation of I-1 Light Industrial District, pursuant to Watertown Revised Ordinance §21.32 to C-3 Highway Commercial District pursuant to Watertown Revised Ordinance §21.28,

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

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

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

I certify that Ordinance 16-04 was published in the Watertown Public Opinion, the official newspaper of said City, on the ___ day of _____, 2016.

Rochelle M. Ebbers, CPA

First Reading: March 7, 2016
Second Reading: March 21, 2016
Published: March 22, 2016
Effective: April 11, 2016

City of Watertown

Attest:

Rochelle M. Ebbers, CPA
Finance Officer

Steve Thorson
Mayor

Prepared by:
Colin B. DeJong
Aason Engineering Company, Inc.
1022 6th St SE
Watertown, SD 57201

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

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

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

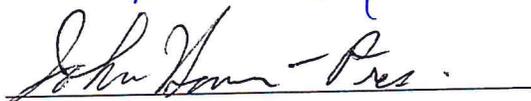
Little’s First Addition in the Southeast Quarter of Section 33, Township 117 North, Range 52 West of the 5th P.M., in the County of Codington, South Dakota.

2. Petitioners are the owners of record of the above-described real property.
3. *The applicant feels C3 zoning is more appropriate for the types of businesses that are desired along Willow Creek Drive.*
4. The following Exhibits are attached hereto and are by reference incorporated as part of this Petition:

Exhibit A – Little’s First Addition in the Southeast Quarter of Section 33, Township 117 North, Range 52 West of the 5th P.M., in the County of Codington, South Dakota.

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

Dated this 7th day of March, 2016.



Acting Agent
Coho, Inc.

State of South Dakota)

)SS:

County of Codington)

On this the 7th day of March, 2016, before me, the undersigned officer, personally appeared John Flomen, acting agent for Coho, Inc. known to me or satisfactorily proven to be the person(s) who signed the foregoing PETITION.

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

Michelle Burleson

Notary Public

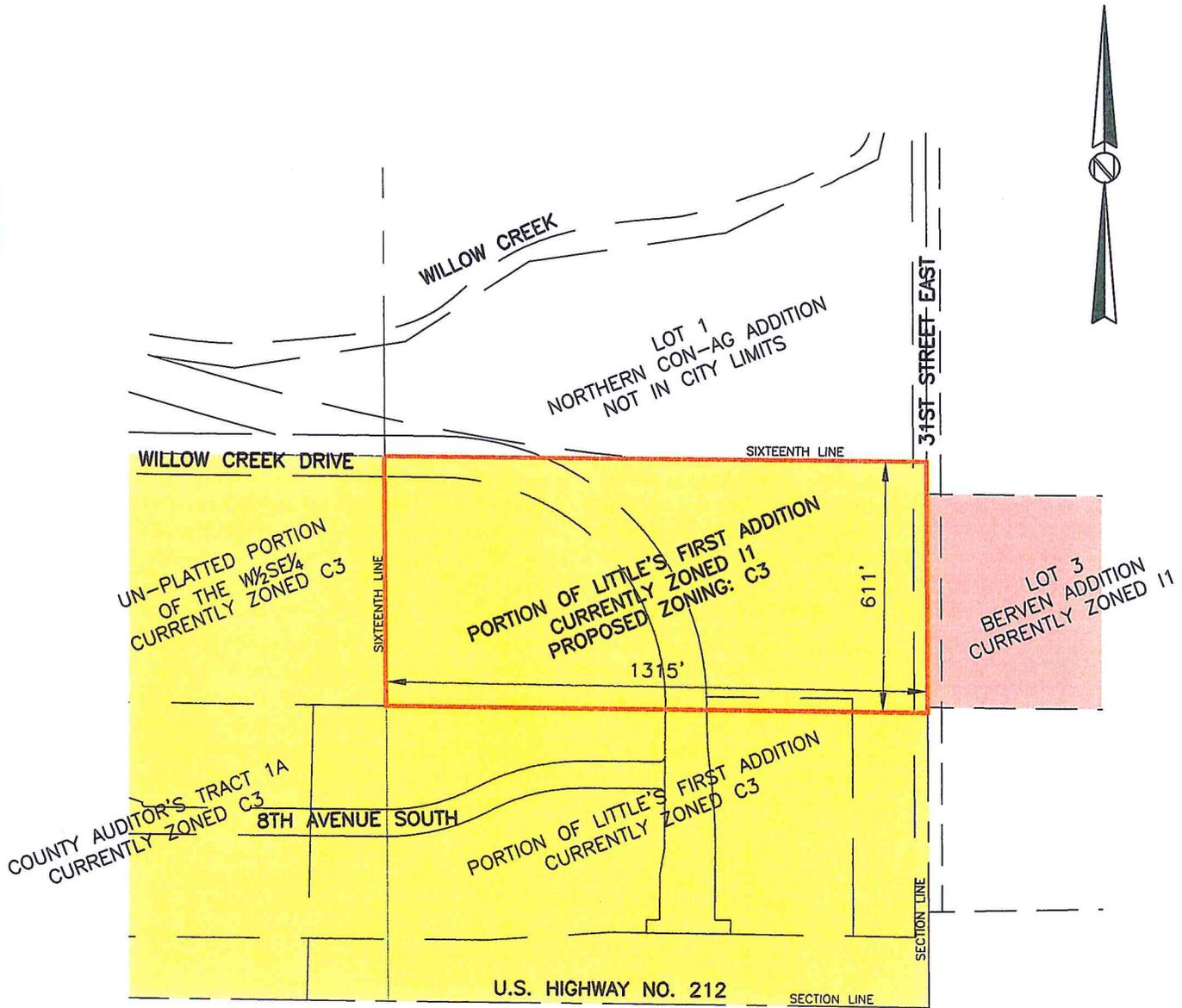
(SEAL)

My Commission Expires:

9-28-2018

Exhibit A

Little's First Addition in the Southeast Quarter of Section 33, Township 117 North, Range 52 West of the 5th P.M., in the County of Codington, South Dakota.



Prepared By
AASON ENGINEERING COMPANY, INC.

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



SOUTH DAKOTA
DEPARTMENT
OF PUBLIC SAFETY

prevention • protection • enforcement

HOMELAND SECURITY

March 9, 2016

Ryan Remmers
Professional Standards Captain
Watertown Police Department
128 N Maple St
Watertown, SD 57201

Dear Captain Remmers:

The SD Office of Homeland Security will reimburse the city of Watertown for the NTOA training costs for the following planned trainings:

Advanced SWAT will be held in Watertown June 13-17, 2016

Advanced SWAT Tactics will be held in Watertown Sept 12-16, 2016

Our grant funding requires us to reimburse after expenses have been incurred. After the training has been completed, please submit a Payment Request Form and copy of the invoice from NTOA so we can reimburse the city.

Sincerely,

A handwritten signature in cursive script, appearing to read 'June M. Snyder'.

June M. Snyder
Program Manager

Request for City Council Action

TO: Mayor and City Council
FROM: Shane Waterman, P.E., City Engineer and Rob Beynon
MEETING DATE: March 21, 2016
SUBJECT: **Consideration of Contract Amendment for the Pavement Management Study to utilize Deflection Testing in lieu of Core Sampling**

Background: On April 6, 2015, the City Council authorized the City’s participation in a Pavement Management Study with the South Dakota Department of Transportation in which the City pays 20% up to a maximum of \$20,000. Participation in this study required that the City supply pavement thickness information to the consultant for inclusion in their analysis. The Street Department got quotes for coring equipment, and determined that the cost would be around \$26,000 plus labor, or about \$30,000. There is no cost sharing opportunity for the coring if the City does this, but the City would own the coring machine.

The state entered into a contract with IMS Infrastructure Management Services, LLC to complete the study for \$78,600, which is less than the \$100,000 budget. IMS presented a proposal to perform deflection testing as an alternative to coring for an additional \$29,822 which would be eligible for cost sharing, but would put the study over the budget. Deflection testing would eliminate the need for coring. Any amount over budget would be 100% City cost, and the City’s agreement with the state would have to be amended if the City opts to pursue deflection testing instead of coring.

The total cost to the City to move forward with deflection testing is \$28,422.83, while the total cost including coring would be \$45,720.17. Extra funds for deflection testing could be taken from money set aside for coring.

SUMMARY OF ALTERNATIVES	OPTION A: CORE SAMPLING			OPTION B: DEFLECTION TESTING		
	State Share	City Share	Total	State Share	City Share	Total
Pavement Management Study	\$62,880.66	\$15,720.17	\$78,600.83	\$62,880.66	\$15,720.17	\$78,600.83
Optional Deflection Testing	\$ 0.00	\$ 0.00	\$ 0.00	\$17,119.34	\$12,702.66	\$29,822.00
Coring Machine + Labor	\$ 0.00	\$30,000.00	\$30,000.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Cost	\$62,880.66	\$45,720.17	\$108,600.83	\$80,000.00	\$28,422.83	\$108,422.83

Recommendation: Move forward with Deflection Testing.

Council Action Requested: Motion to authorize the Mayor to sign an amendment to the Agreement for Funding a Transportation Planning Study with the SD DOT increasing the City share to \$28,422.83.

Mayor’s Comments:



IMS Infrastructure Management Services, LLC
1820 W Drake Dr, Ste 108 Tempe, AZ 85283
Phone: (480) 839-4347 Fax: (480) 839-4348
www.ims-rst.com

Supplemental Structural Testing

To: Steven Gramm, P.E., SDDOT Planning Engineer

Date: February 25, 2016

From: Zac Thomason, M.B.A., National Client Services Manager

Project: Watertown, SD

Subject: Optional Deflection Testing

Project No: 14815

SUB-SURFACE DISTRESS INVESTIGATIONS

Subsurface distress investigations are a valuable tool to assess the sub grade condition of a roadway. As a part of the project deliverables, IMS can integrate the Structural Index (SI) as a component of each roadway's final PCI score. To assess the subgrade strength of a roadway, a Dynaflect device can be utilized for Asphalt and Concrete roadways.

Structural Strength Assessment & Analysis:

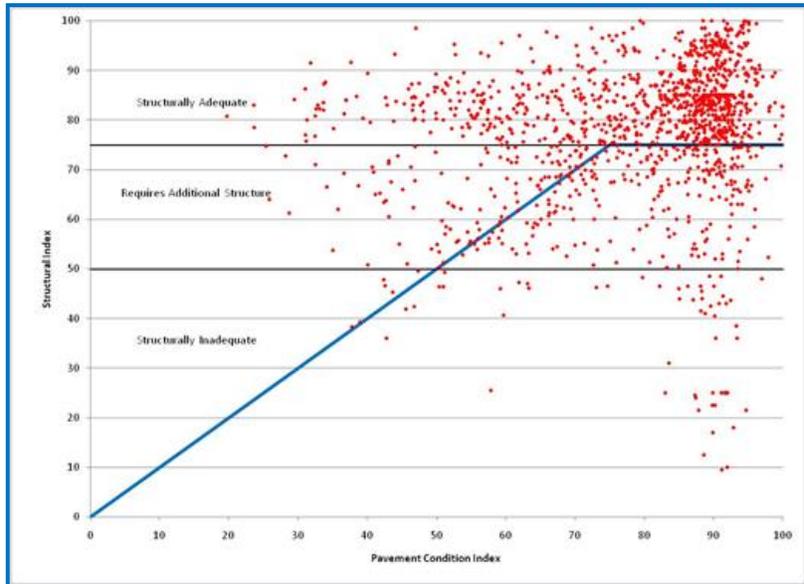
Using a Dynaflect, testing is performed in accordance with ASTM standards. While roadway selection will need to be discussed with City staff, we generally recommend deflection testing on at least the arterial and collector roadway network or roadways that have suspect base failures. Tests are captured using a distance interval of 400 – 500 feet in each direction along the outside lanes of the roadway. Testing shall be altered to an inside lane when it appears to be in a worse condition than the outside lane



of the segment based on site observations. IMS will record the readings of all 5 geophones for inclusion in the overall pavement condition index. These readings will be used to determine the pavement strength, load transfer capabilities, and identify properties of the base and sub-grade.

Upon completion of the deflection survey a structural analysis is performed. Dynaflect's apply a known load to the pavement and measure the pavement response to the load. The structural adequacy of a road is expressed as a 0 to 100 score with several key ranges: roadways with a Structural Index greater than 75 are deemed to be structurally adequate for the loading and may be treated with lightweight surface treatments or thin overlays; those between 50 and 75 typically reflect roads that require additional pavement thickness; and scores below 50 typically require reconstruction and increased base and pavement thickness.

The adjacent graph presents a sample structural adequacy plot of a recent client's roadway network against its average pavement condition. The diagonal blue line separates roadways that are performing above expectations (above the line), from those that are not, (below the line). The small number of roadways falling below the diagonal line indicates this particular City has a high percentage of roadways that are structurally inadequate for their design load. This is typically the result of insufficient base and structural materials during the original construction, or the application of overlays that were too thin during the lifetime of the roadway.



Deflection Testing Cost

The detailed budget presented below is based on the IMS work plan and deliverables. It represents a realistic budget to complete the work, and we are confident we can maintain an on-time, on-budget approach to the assignment. The fees include the acquisition of field deflection data, performance of a structural analysis, integration in the rehab triggers, and inclusion in the prioritization weightings when developing the comprehensive 5-year plan.

Optional Deflection Testing & Analysis					
1	Dynaffect Mobilization & Calibration	1	LS	\$2,500.00	\$2,500.00
2	Deflection Testing & Analysis - Arterials & Collectors	105	T-Mi	\$145.00	\$15,254.00
3	Deflection Testing & Analysis - Locals	86	T-Mi	\$140.00	\$12,068.00
Total with Arterials & Collectors Only					\$17,754.00
Total with Locals included					\$29,822.00

Thank you for considering IMS as a viable solution to your pavement management needs and we will strive to become an asset and extension of the Watertown staff and team. If any questions arise, please do not hesitate to contact me at (480) 839-4347 or zthomason@ims-rst.com.

Request for City Council Action

TO: Mayor and City Council
FROM: Shane Waterman, P.E., City Engineer
MEETING DATE: March 21, 2016
SUBJECT: **Consideration of Bids for 2016 Street Improvements Project #1601**

Background: On March 11, 2016 four bids were received for the 2016 Street Improvements Project #1601. Koehl Excavating LLC of Hancock, MN had the low bid of \$313,166.66, which was 11% lower than the Engineer's Estimate of \$351,694.50. The other three bids ranged from \$345,977.49 to \$388,205.51. Because Koehl Excavating has not completed work for the City of Watertown in the past, references have been requested for follow up. This memo was written assuming that there is no reason not to award to the low bidder, but a verbal confirmation of that will be given at the council meeting.

This is an assessment project which includes construction of two roads: 12th Avenue S from 14th Street E to 17th Street E (40 feet wide by 1,100 feet long) and 15th Street E from 12th Avenue S going north (30 feet wide by 376 feet long). Road construction includes storm sewer, curb & gutter, driveway approaches, and asphalt pavement.

Recommendation: Award contract for Project #1601 to Koehl Excavating LLC in the amount of \$313,166.66.

Council Action Requested:

Motion to Approve.

Mayor's Comments:

Bid Tabulation Sheet 2016 Street Improvements Project No. 1601 City of Watertown, South Dakota 3/11/2016	Contractor	Engineer's Estimate	Koehl Excavating LLC	Clausen Construction Inc.	J&J Earthworks Inc.	Matthaei Excavating Inc.
			32754 470th Ave. Hancock MN 56244 Phone: 320-392-3339 Fax: 320-392-3339	1300 23rd St SE Watertown SD 57201 Phone: 605-882-3735 Fax: 605-882-3824	1002 S. Madison St. Milbank SD 57252 Phone: 605-924-0496 Fax: 605-432-6715	26430 446th Ave Canistota SD 57012 Phone: 605-296-3185 Fax: 605-296-3785

BID SCHEDULE
2016 STREET IMPROVEMENTS

ITEM No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL								
1	Unclassified Excavation	3098 C.Y.	\$ 10.00	\$ 30,980.00	\$ 6.77	\$ 20,973.46	\$ 3.25	\$ 10,068.50	\$ 11.50	\$ 35,627.00	\$ 5.00	\$ 15,490.00
2	15" RCP Class IV, F&I	80 L.F.	\$ 35.00	\$ 2,800.00	\$ 36.47	\$ 2,917.60	\$ 42.90	\$ 3,432.00	\$ 35.00	\$ 2,800.00	\$ 65.00	\$ 5,200.00
3	24" RCP Class III, F&I	1060 L.F.	\$ 55.00	\$ 58,300.00	\$ 39.71	\$ 42,092.60	\$ 61.60	\$ 65,296.00	\$ 45.00	\$ 47,700.00	\$ 67.00	\$ 71,020.00
4	24" RCP Flared End Section, F&I	1 Each	\$ 800.00	\$ 800.00	\$ 420.00	\$ 420.00	\$ 1,017.50	\$ 1,017.50	\$ 700.00	\$ 700.00	\$ 2,575.00	\$ 2,575.00
5	3'x5' Type S Reinforced Concrete Drop Inlet W/Frame & Lid	4 Each	\$ 5,000.00	\$ 20,000.00	\$ 3,230.20	\$ 12,920.80	\$ 3,630.00	\$ 14,520.00	\$ 4,200.00	\$ 16,800.00	\$ 5,925.00	\$ 23,700.00
6	2'x3' Type B Reinforced Concrete Drop Inlet W/Std. Frame, Grate & Curb Box	2 Each	\$ 2,600.00	\$ 5,200.00	\$ 2,396.60	\$ 4,793.20	\$ 2,035.00	\$ 4,070.00	\$ 3,000.00	\$ 6,000.00	\$ 4,075.00	\$ 8,150.00
7	Base Course	4059 Ton	\$ 12.00	\$ 48,708.00	\$ 13.00	\$ 52,767.00	\$ 14.50	\$ 58,855.50	\$ 13.50	\$ 54,796.50	\$ 15.30	\$ 62,102.70
8	F&I Wtn. Modified Type B666 Curb & Gutter OR Wtn. Modified Type P6 Gutter as appropriate	2880 L.F.	\$ 20.00	\$ 57,600.00	\$ 13.40	\$ 38,592.00	\$ 16.12	\$ 46,425.60	\$ 16.50	\$ 47,520.00	\$ 16.42	\$ 47,289.60
9	6" Concrete Approach Pavement	241.1 S.Y.	\$ 75.00	\$ 18,082.50	\$ 52.00	\$ 12,537.20	\$ 56.10	\$ 13,525.71	\$ 53.00	\$ 12,778.30	\$ 75.97	\$ 18,316.37
10	Adjust Sewer Manhole Casting	4 Each	\$ 100.00	\$ 400.00	\$ 110.00	\$ 440.00	\$ 440.00	\$ 1,760.00	\$ 250.00	\$ 1,000.00	\$ 650.00	\$ 2,600.00
11	Asphalt Concrete Composite	1270 Ton	\$ 80.00	\$ 101,600.00	\$ 90.48	\$ 114,909.60	\$ 95.70	\$ 121,539.00	\$ 92.00	\$ 116,840.00	\$ 96.00	\$ 121,920.00
12	Inlet Protection	8 Each	\$ 150.00	\$ 1,200.00	\$ 100.00	\$ 800.00	\$ 275.00	\$ 2,200.00	\$ 150.00	\$ 1,200.00	\$ 425.00	\$ 3,400.00
13	Placing Contractor Furnished Topsoil	144 C.Y.	\$ 15.00	\$ 2,160.00	\$ 50.00	\$ 7,200.00	\$ 15.00	\$ 2,160.00	\$ 25.00	\$ 3,600.00	\$ 23.00	\$ 3,312.00
14	Fertilizing, Seeding & Hydro-Mulching	1288 S.Y.	\$ 3.00	\$ 3,864.00	\$ 1.40	\$ 1,803.20	\$ 0.86	\$ 1,107.68	\$ 1.50	\$ 1,932.00	\$ 2.43	\$ 3,129.84
TOTAL BASE BID				\$ 351,694.50		\$ 313,166.66		\$ 345,977.49		\$ 349,293.80		\$ 388,205.51

Remarks & Corrections		Ext. Error on Lines 1 & 6; add error on total			
Bid Assurance		10% Bid Bond	5% Cashier's Check	10% Bid Bond	10% Bid Bond

Request for City Council Action

TO: Mayor and City Council
FROM: Shane Waterman, P.E., City Engineer
MEETING DATE: March 21, 2016
SUBJECT: **Consideration of Bids for 2016 Sidewalk Accessibility Improvements Project #1604**

Background: On March 11, 2016 two bids were received for the 2016 Sidewalk Accessibility Improvements Project #1604. Ti-Zack Concrete Inc. of Le Center, MN had the low bid of \$176,286.00, which was 33% lower than the Engineer’s Estimate of \$264,262.06. The other bid was \$243,255.28. The budget is split between Park and Street Funds, and is adequate to cover the project costs. Ti-Zack successfully completed the much larger 2010 Sidewalk Accessibility Improvements Project for the City of Watertown without issues, and since they are the low bidder, staff recommends awarding the project to them.

The recommended award is for both Schedules A (Street Department) and B (Park Department), plus all three Alternates (Park Department). The project includes construction of about 10,600 square feet of sidewalk including about 170 ramps and work in McKinley, Highland, Lincoln, Jackson, Derby Downs and Mallard Cove neighborhood parks. The cost will be shared as follows:

Park Department	\$ 38,684.50
<u>Street Department</u>	<u>\$137,601.50</u>
Total Cost	\$176,286.00

Recommendation: Award contract for Project #1601 to Ti-Zack Concrete Inc. in the amount of \$176,286.00.

Council Action Requested:
Motion to Approve.

Mayor’s Comments:

Bid Tabulation Sheet SIDEWALK ACCESSIBILITY IMPROVEMENTS Project No. 1604 City of Watertown, South Dakota Friday, March 11, 2016			Contractor		Engineer's Estimate		Ti-Zack Concrete Inc. 39352 221st Ave. Le Center MN 56057 Ph: 507-357-6463 Fax: 507-357-6096		Crestone Builders Inc. 1425 9th Ave SW. Watertown SD 57201 Ph: 605-878-3555 Fax: 605-878-3556	
BID SCHEDULE A										
ITEM No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
A1	Remove Concrete Curb or Curb & Gutter	480.7 L.F.	\$ 3.00	\$ 1,442.10	\$ 5.00	\$ 2,403.50	\$ 3.00	\$ 1,442.10		
A2	Remove Asphalt Concrete Pavement	107.8 S.Y.	\$ 3.20	\$ 344.96	\$ 20.00	\$ 2,156.00	\$ 3.10	\$ 334.18		
A3	Remove Concrete Sidewalk	4,418 S.F.	\$ 3.00	\$ 13,254.00	\$ 1.00	\$ 4,418.00	\$ 3.00	\$ 13,254.00		
A4	Remove Concrete Monolithic Curb/Sidewalk	20 S.F.	\$ 3.60	\$ 72.00	\$ 2.00	\$ 40.00	\$ 3.50	\$ 70.00		
A5	Remove & Replace Concrete Fillet Section	20.0 S.Y.	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 95.00	\$ 1,900.00		
A6	Install Wtn. Modified SDDOT Type B66 C&G, Type P6 Gutter or Type B Concrete Curb	480.7 L.F.	\$ 45.00	\$ 21,631.50	\$ 30.00	\$ 14,421.00	\$ 40.00	\$ 19,228.00		
A7	Install 4" Concrete Sidewalk	6,041 S.F.	\$ 10.50	\$ 63,430.50	\$ 11.00	\$ 66,451.00	\$ 9.50	\$ 57,389.50		
A8	Install 6" Reinforced Concrete Sidewalk	10 S.F.	\$ 10.25	\$ 102.50	\$ 15.00	\$ 150.00	\$ 10.00	\$ 100.00		
A9	Install 6" Concrete Sidewalk or Sidewalk with Monolithic Curb	35 S.F.	\$ 25.00	\$ 875.00	\$ 10.00	\$ 350.00	\$ 20.00	\$ 700.00		
A10	Furnish & Install Detectable Warning Panels	1,532 S.F.	\$ 40.00	\$ 61,280.00	\$ 25.00	\$ 38,300.00	\$ 35.00	\$ 53,620.00		
A11	Asphalt Concrete Composite (3")	107.8 S.Y.	\$ 260.00	\$ 28,028.00	\$ 40.00	\$ 4,312.00	\$ 250.00	\$ 26,950.00		
A12	Landscaping	Lump Sum	\$ 8,000.00	\$ 8,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00		
A13	Inlet Protection	10 Each	\$ 150.00	\$ 1,500.00	\$ 10.00	\$ 100.00	\$ 200.00	\$ 2,000.00		
A14	Sprinkler Repair (Per Head)	5 Each	\$ 125.00	\$ 625.00	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00		
SCHEDULE A TOTAL BID				\$ 202,585.56		\$ 137,601.50		\$ 185,487.78		
BID SCHEDULE B (Park Improvements)										
ITEM No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
B1	Remove Concrete Curb or Curb & Gutter	36 L.F.	\$ 3.00	\$ 108.00	\$ 5.00	\$ 180.00	\$ 3.00	\$ 108.00		
B2	Remove Asphalt Concrete Pavement	8.0 S.Y.	\$ 3.25	\$ 26.00	\$ 20.00	\$ 160.00	\$ 5.00	\$ 40.00		
B3	Install Wtn. Modified SDDOT Type B66 C&G, Type P6 Gutter or Type B Concrete Curb	45.5 L.F.	\$ 45.00	\$ 2,047.50	\$ 30.00	\$ 1,365.00	\$ 40.00	\$ 1,820.00		
B4	6" Nonreinforced PCC Pavement	21.5 S.Y.	\$ 72.00	\$ 1,548.00	\$ 75.00	\$ 1,612.50	\$ 75.00	\$ 1,612.50		
B5	Install 4" Concrete Sidewalk	2,367 S.F.	\$ 10.50	\$ 24,853.50	\$ 6.00	\$ 14,202.00	\$ 9.50	\$ 22,486.50		
B6	Furnish & Install Detectable Warning Panels	8 S.F.	\$ 40.00	\$ 320.00	\$ 40.00	\$ 320.00	\$ 35.00	\$ 280.00		
B7	Landscaping	Lump Sum	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00		
B8	Inlet Protection	1 Each	\$ 150.00	\$ 150.00	\$ 75.00	\$ 75.00	\$ 200.00	\$ 200.00		
SCHEDULE B TOTAL BID				\$ 31,553.00		\$ 18,414.50		\$ 29,047.00		
BID SCHEDULE B, ADD ALTERNATE #1 (Jackson Park)										
ITEM No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
B11	Install 4" Concrete Sidewalk	529 S.F.	\$ 10.50	\$ 5,554.50	\$ 7.00	\$ 3,703.00	\$ 9.50	\$ 5,025.50		
B12	Landscaping	Lump Sum	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00		
BID SCHEDULE B, ADD ALTERNATE #1 TOTAL				\$ 6,554.50		\$ 4,203.00		\$ 6,025.50		
BID SCHEDULE B, ADD ALTERNATE #2 (Derby Downs)										
ITEM No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
B21	Install 4" Concrete Sidewalk	530 S.F.	\$ 10.50	\$ 5,565.00	\$ 7.00	\$ 3,710.00	\$ 9.50	\$ 5,035.00		
B22	Landscaping	Lump Sum	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00		
BID SCHEDULE B, ADD ALTERNATE #2 TOTAL				\$ 6,565.00		\$ 4,210.00		\$ 6,035.00		
BID SCHEDULE B, ADD ALTERNATE #3 (Mallard Cove Park)										
ITEM No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
B31	Remove Concrete Curb or Curb & Gutter	36 L.F.	\$ 3.00	\$ 108.00	\$ 5.00	\$ 180.00	\$ 3.00	\$ 108.00		
B32	Install Wtn. Modified SDDOT Type B66 C&G, Type P6 Gutter or Type B Concrete Curb	45.5 L.F.	\$ 45.00	\$ 2,047.50	\$ 30.00	\$ 1,365.00	\$ 40.00	\$ 1,820.00		
B33	6" Nonreinforced PCC Pavement	21.5 S.Y.	\$ 72.00	\$ 1,548.00	\$ 70.00	\$ 1,505.00	\$ 75.00	\$ 1,612.50		
B34	Install 4" Concrete Sidewalk	1,141 S.F.	\$ 10.50	\$ 11,980.50	\$ 7.00	\$ 7,987.00	\$ 9.50	\$ 10,839.50		
B35	Furnish & Install Detectable Warning Panels	8 S.F.	\$ 40.00	\$ 320.00	\$ 40.00	\$ 320.00	\$ 35.00	\$ 280.00		
B36	Landscaping	Lump Sum	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00		
BID SCHEDULE B, ADD ALTERNATE #3 TOTAL				\$ 17,004.00		\$ 11,857.00		\$ 16,660.00		
ERRORS										
PARK DEPARTMENT WORK: TOTAL BASE BID SCHEDULE B Plus ADD ALTERNATES 1, 2 & 3				\$ 61,676.50		\$ 38,684.50		\$ 57,767.50		
TOTAL ALL SCHEDULES AND ALTERNATES				\$ 264,262.06		\$ 176,286.00		\$ 243,255.28		
BID SECURITY						10% Bid Bond		10% Bid Bond		