

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

**Monday, September 19<sup>th</sup>, 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 September 6, 2016
  - b. Appointment of Jeana Johnson and Sandy Sheehan to the CVB Board
  - c. Authorization for the Street Department to advertise for bids for a Front End Wheel Loader
  - d. Approval of a business license to Brad Fisher as a Gas Fitter (\$50)
2. Approval of agenda
3. Ordinance No. 16-18 - 2017 City Budget
  - a. Second reading
  - b. Council action
4. Ordinance No. 16-13 amending Chapter 21.10 of the Revised Ordinances of the City of Watertown regarding Commercial Building Heights
  - a. Second reading
  - b. Council action
5. Ordinance No. 16-16 repealing Section 2.0113 of the revised ordinances of the City of Watertown regarding restrictions on issuance of malt beverage package dealers' licenses
  - a. Second reading
  - b. Council action
6. Ordinance No. 16-17 adding a new section to Chapter 2.01 of the revised ordinances of the City of Watertown regarding the issuance of special alcoholic beverage licenses in conjunction with special events
  - a. Second reading
  - b. Council action
7. Vacation of Public Right of Way Adjacent to Lots 1 and 2 of the West 50' of Lot 7 in the J.F. Monks Subdivision of Lots 12 and 13 of Block 8 (Resolution No. 16-32)
  - a. Public hearing
  - b. Council action
8. Vacation of Public Right of Way Adjacent to Lots 3 and 4 in Marina Bay Subdivision
  - a. Public hearing
  - b. Council action
9. First reading of Ordinance No. 16-19 creating a new chapter of Title 12 for Licensing and Regulating Ambulance Services for the City of Watertown
10. Consideration of a loan request from the Lions Club to build a picnic shelter and restrooms at Lions Park
11. Authorization for the Mayor to sign a Property Purchase and Development Agreement between the City of Watertown and the Watertown Development Company

12. Authorization for the Mayor to sign a naming rights agreement for the Community Center – documentation to be provided at the meeting
13. Authorization for the Mayor to sign a professional services agreement with Vast for a city-wide phone system
14. Consideration for the Street Department to purchase a 2016 John Deere Motor Grader through the Minnesota State Bid
15. Consideration of Change Order No. 2 to the contract with Crestone Builders, Inc. for the Uptown Alley Reconstruction project increasing the contract amount \$1,065.22
16. Consideration of Change Order No. 1 (final) to the contract with Ti-Zack Concrete, Inc. for the Sidewalk Accessibility Improvements Project increasing the contract amount \$19,286.50
17. Old Business
18. New Business
19. Liaison member reports
20. Executive Session pursuant to SDCL 1-25-2
21. Motion to adjourn

Rochelle M. Ebbers, CPA  
Finance Officer

The City of Watertown, South Dakota does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. ADA Compliance: The City of Watertown fully subscribes to the provisions of the Americans with Disabilities Act. If you desire to attend this public meeting and are in need of special accommodations, please notify the City Finance Office 24 hours prior to the meeting so that appropriate auxiliary aids and services are available.

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

**September 6, 2016**

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

Motion by Solum, seconded by Mantey, to approve the following item on the consent agenda: minutes of the Council Meetings held on August 9, 10, 15, and 22, 2016; approval to write-off uncollectible ambulance accounts receivable in the amount of \$14,236.39; appointment of Brianna Tillma to the Mayor’s Committee for People with Disabilities; authorization for the Engineering Department to advertise for bids for the Big Sioux River Weir Breach Repair project; authorization for the Park and Rec Department to advertise for bids for the Splash Park project and the Skate Park project; authorization for the Police Department to enter into an annual maintenance contract with West Central Communications for E-911 consoles and approval of bills & payroll and authorization to pay. Motion carried.

**BILLS:**

BILL RIEFFENBERGER	REIMB	118.00	JOSHUA SPIES ART DESIGN	SUPPLIES	79.99
2016 DAKOTA 9-1-1 CONFERNIC	SERVICE	198.00	JURGENS PRINTING INC.	SUPPLIES	373.32
A & B BUSINESS SOLUTIONS,	SERVICE	74.45	KATIE MOES	REIMB	44.52
A-OX WELDING CO, INC.	SUPPLIES	216.30	KATIE'S KARING TOUCH	SERVICE	104.00
AASON ENGINEERING, INC.	CONSTR	27,734.00	KEISER CORPORATION	PART	60.54
ACE INDUSTRIAL SUPPLY	SUPPLIES	368.40	KEITH DOLEN	REIMB	64.00
ACTIVE HEATING, INC.	SERVICE	644.16	KEN BUCHOLZ	TRAVEL	438.60
ADAM BLOOM	TRAVEL	107.00	KERRY GROMBACHER	SERVICE	400.00
ADVANCE AUTO PARTS	PART	19.71	KIRK ELLIS	REIMB	120.44
AED BRANDS	SUPPLIES	70.50	KIXX	ADV	350.00
AGRITECH	SUPPLIES	2,400.00	KOEHL EXCAVATING, LLC	CONSTR	151,926.89
AIRCO INC.	SERVICE	80.00	KPHR	ADV	150.00
AIRGAS USA, LLC	SUPPLIES	134.24	KRANZ WELL & EXCAVATION	CONSTR	3,503.30
AIRSIDE SOLUTIONS, INC.	SUPPLIES	21,222.30	KXLG	ADV	550.00
ALEX DEFEA	REIMB	1,000.00	LAKE AREA VETERINARY CLINI	SUPPLIES	766.50
ALFA LAVAL INC.	SUPPLIES	391.29	LAKE AREA ZOOLOGICAL SOCIE	REIMB	12,319.42
ALLEGIANT EMERGENCY SERVIC	SUPPLIES	15,259.60	LAKE CITY FIRE EQUIPMENT,	SERVICE	1,158.37
ALTERATIONS BY CARLA	SERVICE	88.00	LARRY'S LUMBER, INC.	SUPPLIES	142.23
ALYSSA DOSS	REIMB	100.00	LEGGETTE BRASHEARS & GRAHA	CONSTR	1,875.72
AMAZON.COM	SUPPLIES	196.79	LES MILLS US TRADING, INC.	FEE	497.00
AMERICAN ALUMINUM SEATING,	SUPPLIES	73.00	LINDNER MUSIC	SERVICE	700.00
AMERICAN ENGINEERING TESTI	SERVICE	5,529.50	LYLE SIGNS, INC.	SIGNS	128.69
AMERICAN LEGION STATE HEAD	SUPPLIES	53.00	M & T FIRE AND SAFETY	SUPPLIES	297.00
AMERICAN RED CROSS - HEALT	FEES	1,217.00	MAC'S INC.	SUPPLIES	1,003.78
ANDOR INC.	SERVICE	1,490.31	MACK LANDSCAPING	CONSTR	3,097.66
ANGELA CZECH	REIMB	199.00	MACKSTEEL WAREHOUSE INC.	SUPPLIES	1,436.28
ANIMAL CARE EQUIPMENT & SE	SUPPLIES	286.08	MAHOWALD'S HARDWARE & RENT	SUPPLIES	268.18
AP AUTO PROS, INC.	SERVICE	1,169.87	MARK & PATTI STROHFUS	SERVICE	1,760.00
APPLIED INDUSTRIAL TECHNOL	PARTS	286.53	MARY REDLIN	RENT	729.98
AQUATIC ECO-SYSTEMS, INC.	SUPPLIES	193.00	MATHESON TRI-GAS, INC.	SUPPLIES	323.23
ARAMARK UNIFORM SERVICES,	SERVICE	143.43	MATT HEGG	TRAVEL	80.00
ARDIS KULMAN	REIMB	25.00	MATT SCHELL	REIMB	1,038.26
ARGO & SONS	SERVICE	20,242.38	MEAD & HUNT, INC.	SERVICE	462.50
ARNOLD CONSTRUCTION	CONSTR	10,092.75	MEGAN LYSFORD	REIMB	20.00
ARROW INTERNATIONAL	SUPPLIES	1,182.53	MENARD'S	SUPPLIES	5,580.60
ASSOCIATED SUPPLY COMPANY	SUPPLIES	1,382.24	METRIX LLC	SUPPLIES	80.00
ASTECH	CONSTR	83,590.02	MICHELLE ALTENA	SUPPLIES	1,000.00
AT&T MOBILITY	SERVICE	45.00	MICHELLE DRAKE-MILLER	REIMB	10.00
AUDRA HUNT	REIMB	20.00	MICHELLE SPIES	REIMB	37.10
AUTOMATIC BUILDING CONTROL	SERVICE	868.00	MICRO MARKETING ASSOCIATE	SUPPLIES	378.59
BAKER & TAYLOR	SUPPLIES	6,367.77	MIDCONTINENT COMMUNICATIO	SERVICE	1,346.68
BALLOONATIC	SERVICE	150.00	MIDWEST AG SUPPLY, L.L.C.	SUPPLIES	1,584.68
BARCO PRODUCTS COMPANY	SUPPLIES	832.65	MIDWEST ALARM COMPANY, INC	SERVICE	83.01
BATES CONSTRUCTION COMPANY	CONSTR	104,671.58	MIDWEST LABORATORIES INC.	SUPPLIES	570.50
BATTERIES UNLIMITED, INC.	SUPPLIES	690.00	MIDWEST MINI MELTS	SUPPLIES	980.00
BECKY SPROUSE	REIMB	1,000.00	MIDWEST TAPE	SUPPLIES	353.80
BETH MANTEY	REIMB	116.90	MIDWEST TURF & IRRIGATION	PARTS	580.32
BLUE LAKE PLASTICS, LLC	SUPPLIES	190.00	MILBANK COMMUNICATIONS, IN	SERVICE	101.05
BOB'S INFLATABLES	SERVICE	650.00	MILBANK WINWATER WORKS CO	SUPPLIES	725.00

BORNS GROUP	SERVICE	1,340.00	MILLER ELECTRIC, INC.	SERVICE	613.36
BOUND TREE MEDICAL LLC	SUPPLIES	4,213.41	MINERVA RESTAURANT & BAR	SERVICE	38.50
BRAD RORVICK	REIMB	596.00	MIRACLE RECREATION EQUIP	PART	643.00
BRANDON JOHNSON	REIMB	1,000.00	MOE OIL CO, INC.	SERVICE	2,196.90
BRENT SOLUM	REIMB	55.00	MOTION INDUSTRIES	PART	229.73
BRIAN'S GLASS INC.	SERVICE	346.00	MUNICIPAL UTILITIES	SERVICE	156,355.97
BROOKE BAUER	REIMB	100.00	NADA USED CAR GUIDE	SUPPLIES	105.00
BROTHERHOOD ARMS	SUPPLIES	1,058.81	NATIONAL TACTICAL OFFICERS	DUES	150.00
BULLET SPORTSWEAR AND GRAP	SUPPLIES	425.00	NBS CALIBRATIONS	SERVICE	656.00
BULLEX, INC.	SUPPLIES	99.65	NELSON MFG CO.	SUPPLIES	225.34
BUREAU OF ADMINISTRATION	SERVICE	300.02	NORTH CENTRAL LABORATORIES	SUPPLIES	671.76
BUTLER MACHINERY CO INC.	SERVICE	2,226.71	NORTHERN TRUCK EQUIPMENT C	PART	1,056.00
C & S PEST CONTROL	SERVICE	75.00	OCLC INC,	SUBSCR	324.65
C E SHEPARD INC.	SUPPLIES	507.35	OFFICE OF WEIGHTS & MEASUR	EQUIP	28.00
CAMRYN BLACKWELL	REIMB	100.00	OFFICE PEEPS, INC.	SUPPLIES	3,648.72
CARQUEST AUTO PARTS	PARTS	668.91	OLIVIA REIMERS	REIMB	103.95
CARTNEY BEARING CORPORATIO	PART	48.86	ONE SOURCE	FEE	35.00
CASHWAY LUMBER INC.	SUPPLIES	291.48	OVERHEAD DOOR CO INC.	SERVICE	522.65
CASSIE ALTFILLISCH	REIMB	55.00	PEARSON GOLF MANAGEMENT,LL	SERVICE	6,189.56
CASTLEWOOD AMBULANCE	REIMB	277.98	PENTAIR AQUATIC ECO-SYSTEM	SUPPLIES	439.95
CBA LIGHTING & CONTROLS, I	SUPPLIES	422.50	PEPSI	SERVICE	240.52
CDW GOVERNMENT, INC.	EQUIP	254.42	PIZZA RANCH	SERVICE	55.46
CENTURY BUSINESS PRODUCTS	SUPPLIES	113.57	PLAINS COMMERCE BANK	FEE	10.00
CENTURYLINK	SERVICE	1,731.46	POLICE PETTY CASH FUND	CASH	143.54
CENTURYLINK	SERVICE	516.71	PRAIRIE LAKES ARCHAEOLOGIC	SERVICE	3,878.15
CENTURYLINK	SERVICE	142.47	PRAIRIE LAKES CAMPUS PHARM	SUPPLIES	100.65
CENTURYLINK	SERVICE	105.53	PRAIRIE LAKES HEALTHCARE	SUPPLIES	122.05
CENTURYLINK	SERVICE	1,378.68	PRAIRIE LAKES HEALTHCARE	SERVICE	120.00
CHAD FOUST	GOTV	900.00	PREMIER SPECIALTY VEHICLES	PART	234.00
CHIEF SUPPLY CORPORATION	SUPPLIES	82.37	PRO HYDRO-TESTING, LLC	SERVICE	928.00
CHUCK'S LOCK & KEYS	SUPPLIES	40.00	PRO LINE, INC.	PART	266.32
CLARK ENGINEERING CORPORAT	SERVICE	525.20	PRODUCTIVITY PLUS ACCOUNT	SERVICE	20,964.18
COCA COLA BOTTLING COMPANY	SERVICE	1,251.20	PROGRESSIVE GIFTS & INCENT	SUPPLIES	675.15
CODINGTON CLARK ELECTRIC C	SERVICE	687.89	PUETZ CORPORATION	CONSTR	1,055,742.95
CODINGTON CO CLERK OF COUR	FEES	6.94	QUALITY BOOKS, INC.	SUPPLIES	21.96
CODINGTON CO REGISTER OF D	SERVICE	151.00	RANDALL STANLEY ARCHITECTS	SERVICE	1,850.00
CODINGTON CONSERVATION DIS	SERVICE	102.00	RC TECHNOLOGIES, INC	SERVICE	134.90
COLE PAPERS	SUPPLIES	817.20	REDLINGER BROS INC.	PARTS	532.09
CONNECTING POINT, INC.	SERVICE	26,800.07	REDWOOD TOXICOLOGY LABORAT	SUPPLIES	162.85
COUNTY FAIR FOODS	SUPPLIES	706.84	REED JOSEPH INTL CO.	SUPPLIES	146.00
COWBOY COUNTRY STORE	SUPPLIES	271.12	REGAN BLACKWELL	REIMB	100.00
CREATIVE REWARDS & SPECIAL	SUPPLIES	700.00	REILLY REPAIR INC.	SERVICE	3,101.47
CRESENT ELECTRIC SUPPLY, C	SUPPLIES	46.04	RICHARD MAAG	TRAVEL	250.32
CRESTONE BUILDERS	CONSTR	108,311.58	ROB BEYNON	REIMB	7.98
CRITTER MART & MORE	SUPPLIES	195.95	ROB'S AUTO REPAIR	SERVICE	360.44
CUES	PARTS	1,808.87	RODENTPRO.COM	SUPPLIES	472.75
CULLIGAN	SERVICE	301.50	ROGER FOOTE	REIMB	136.24
CUTTING TECHNOLOGIES	PARTS	215.23	RON'S SAW SHOP	EQUIP	1,495.40
CY & MIKES HIWAY SERVICE	SERVICE	75.00	ROY SCHUCHARD	SUPPLIES	6,800.00
DACOTAH PAPER COMPANY	SUPPLIES	120.82	ROY'S SPORT SHOP INC.	SUPPLIES	551.98
DAGWOOD'S SUBS	SERVICE	141.60	RUNNINGS FARM AND FLEET	SUPPLIES	1,230.97
DAHLE TIRE COMPANY	SERVICE	145.80	RUST FENCING	SUPPLIES	3,010.50
DAKOTA OIL	SUPPLIES	381.05	SAME DAY EXPRESS, INC.	SERVICE	40.00
DAKOTA PORTABLE TOILETS, I	RENT	2,895.00	SANFORD HEALTH OCCUPATIONA	SUPPLIES	51.00
DAKTRONICS, INC.	EQUIP	1,425.00	SANFORD USD MEDICAL CENTER	SERVICE	900.00
DARYL HOPKINS	REIMB	1,000.00	SANITATION PRODUCTS INC.	PARTS	590.60
DATA TRUCK, LLC	SERVICE	390.00	SCHUNEMAN EQUIPMENT CO.	PART	556.92
DC ELECTRIC	SERVICE	348.94	SCOTT JONGBLOED	TRAVEL	266.00
DEIRDRE WHITMAN	REIMB	209.88	SCOTT MCMAHON	REIMB	176.40
DELYLE'S SOUTH 81 SERVICE,	SERVICE	93.29	SD DEPT OF ENVIRONMENT & N	FEES	3,871.10
DEMCO, INC.	SUPPLIES	89.15	SD DEPT OF PUBLIC SAFETY	SERVICE	2,700.00
DEPENDABLE SANITATION INC.	SERVICE	15,856.84	SD DEPT OF REVENUE	SERVICE	328.00
DIAMOND VOGEL PAINT CENTER	SUPPLIES	1,910.35	SD IAAI	DUES	200.00
DIANNA MEISENHEIMER	SUPPLIES	330.00	SD PUBLIC ASSURANCE ALLIAN	SERVICE	981.18
DK DIESEL INJECTION SERVIC	SERVICE	750.90	SD SCHOOL OF MINES & TECH	SERVICE	1,666.66
DON ROWLAND	REIMB	1,403.40	SDN COMMUNICATIONS	SERVICE	1,071.20
DOUG KRANZ	REIMB	425.12	SERVICE PLUS INC.	SERVICE	1,271.34
DOUG'S AUTO REPAIR	SERVICE	273.42	SERVICEMASTER OF WATERTOWN	SERVICE	2,438.00
DUGAN SALES & SERVICE INC.	SERVICE	195.90	SHARP AUTOMOTIVE, INC	PART	18.74
DUIINCK, INC	CONSTR	75,639.37	SHEEHAN MACK SALES AND EQU	SERVICE	3,533.73
DUPONT ELECTRIC INC.	SERVICE	375.15	SHERMAN CANVAS	SERVICE	125.00
DXP ENTERPRISES, INC.	PART	28.93	SHERWIN WILLIAMS	SUPPLIES	36.99
EACHEN INC.	SERVICE	980.39	SHI INTERNATIONAL CORP.	SERVICE	329.85
EASTGATE TOWING & STORAGE	SERVICE	165.08	SHOPKO STORES OPERATING CO	SUPPLIES	226.19
ELIFEGUARD, INC.	SUPPLIES	354.98	SIDELINE PIPE, LLC	SERVICE	10,460.61

ELJIE NOTEBOOK	REIMB	126.48	SIGN PRO	SUPPLIES	252.00
ENGELSTAD ELECTRIC	SERVICE	932.53	SIoux RURAL WATER SYSTEM	SERVICE	60.34
ESTO CONNECTORS	PARTS	909.88	SIoux VALLEY COOP	SUPPLIES	30,423.26
EVENTBRITE, INC.	SERVICE	74.52	SIoux VALLEY GREENHOUSE	SERVICE	1,256.00
EVERGREENS SKATEPARKS LLC	FEES	5,500.00	SKYVIEW CONSTRUCTION CO.,	CONSTR	14,883.74
F J MC LAUGHLIN INC.	SUPPLIES	249.05	SLEEP INN AIRPORT	SERVICE	114.00
FAIRCHILD, ALEX	REIMB	300.00	SODAK PEST CONTROL	SERVICE	165.00
FARM & HOME PUBLISHERS	SUPPLIES	44.70	SOUTH DAKOTA LIBRARY ASSOC	DUES	1,180.00
FARNAM'S GENUINE PARTS	PARTS	703.57	STANDARD PRINTING	SUPPLIES	96.00
FASTENAL COMPANY	SERVICE	358.01	STAR LAUNDRY & CLEANERS, I	SERVICE	377.37
FEDERAL SIGNAL CORPORATION	PART	798.00	STEIN'S INC.	SUPPLIES	509.04
FERGUSON WATERWORKS #2516	PART	120.83	STEPH RAASCH	REIMB	30.00
FIRST CHOICE SEWER & SEPTI	SERVICE	853.00	STEPHANIE LENARDS	REIMB	50.00
FIRST NATIONAL BANK OMAHA	SERVICE	2,905.73	STERICYCLE SPECIALTY WASTE	SERVICE	564.97
FISHER SCIENTIFIC	SUPPLIES	335.75	STERN OIL CO INC	SUPPLIES	282.15
FLASH TECHNOLOGY	PART	720.63	STIMSON AUTO TOWING & RECO	SERVICE	355.88
FLEXIBLE PIPE TOOL COMPANY	SUPPLIES	317.00	STURDEVANT'S AUTO PARTS IN	PARTS	824.43
FRED PRYOR SEMINARS	SERVICE	237.00	SUE PETERSON	REIMB	8.79
FREMONT INDUSTRIES, INC.	SUPPLIES	2,622.60	SWEENEY CONTROLS COMPANY	SERVICE	73.50
G & K SERVICES, INC.	SERVICE	175.54	TARA BEUTOW	REIMB	1,000.00
GALL'S INC.	SUPPLIES	94.48	TARA BOOMGAARDEN	REIMB	99.71
GARDNER DENVER INC	PART	9,984.13	TEAM LABORATORY CHEMICAL C	SUPPLIES	262.00
GCR TIRES & SERVICE	SUPPLIES	2,577.65	TECHNICOLOR SCREEN PRINTIN	SUPPLIES	924.94
GENE BARTHEL	REIMB	1,000.00	THE LIBRARY CORPORATION	SERVICE	535.00
GEOTEK ENGINEERING	CONSTR	960.00	THE ROAD GUY CONSTRUCTION	CONSTR	267,256.80
GFOA	DUES	225.00	THOMAS PETRIK	REIMB	586.30
GLACIAL LAKES AND PRAIRIES	DUES	706.00	THOMSON REUTERS - WEST	SUBSCR	307.50
GLASS PRODUCTS INC.	SERVICE	141.75	THYSSENKRUPP ELEVATOR CORP	SERVICE	1,414.66
GLORIA DONAT	REIMB	15.00	TI-ZACK CONCRETE, INC.	CONSTR	135,151.20
GODFATHERS PIZZA	SERVICE	74.00	TIRES PLUS, INC.	SERVICE	37.56
GRABOW CONSTRUCTION	CONSTR	20,181.50	TITAN MACHINERY	SERVICE	1,976.71
GRAINGER	SUPPLIES	614.24	TODD SYHRE	REIMB	40.00
GRANT COUNTY CONSERVATION	SERVICE	4,518.80	TRACTOR SUPPLY CO.	SUPPLIES	149.98
GRAY CONSTRUCTION	CONSTR	282,082.26	TRANSUNION RISK AND ALTERN	SERVICE	19.75
GREAT NORTHERN ENVIRONMENT	SUPPLIES	81.20	TRAV'S OUTFITTER, INC.	SUPPLIES	1,657.70
GREGORY HALL	TRAVEL	377.00	TREE FARM	SERVICE	62.04
GRUBCO INC.	SUPPLIES	81.90	TURFWERKS	PART	283.79
GWENDI KRAUSE	SERVICE	420.00	UPS STORE	SERVICE	136.92
HACH COMPANY	SUPPLIES	236.28	USDA APHIS ANIMAL CARE	FEE	235.00
HARRISON TRUCK CENTERS	PART	10.28	VAN DIEST SUPPLY CO.	SUPPLIES	901.00
HD SUPPLY WATERWORKS, LTD	PARTS	1,475.00	VANCO SERVICES,LLC	FEE	5.50
HEEMEYER ELECTRIC	SERVICE	440.27	VARIETY FOODS, INC.	SUPPLIES	5,295.04
HEIMAN, INC.	PARTS	82.75	VAST BROADBAND	SERVICE	304.65
HELMS & ASSOCIATES	SERVICE	3,265.37	VEEDERS COLLISION CENTER	PARTS	96.27
HENRY JOHNSON	REIMB	569.25	VERIZON WIRELESS	SERVICE	538.16
HGF GLASS INC.	PARTS	465.73	VIG LUMBER COMPANY	SUPPLIES	2,508.05
HILLYARD / SIOUX FALLS	SUPPLIES	2,840.62	WAL-MART COMMUNITY BRC	SUPPLIES	731.74
HOUSTON ENGINEERING, INC.	CONSTR	5,856.96	WARNE PLUMBING & HEATING	SERVICE	502.83
HR GREEN, INC.	SERVICE	3,611.65	WATER GEAR INC.	SUPPLIES	79.67
HURKES IMPLEMENT CO., INC.	PARTS	949.08	WATERTOWN AREA CHAMBER OF	DUES	12,102.75
HY VEE FOOD STORE	SUPPLIES	979.50	WATERTOWN BOYS AND GIRLS O	SUBSIDY	17,037.50
INTERNATIONAL ACADEMIES OF	DUES	100.00	WATERTOWN BUSINESS DISTRIC	SUBSIDY	22,363.51
ITC	SERVICE	387.83	WATERTOWN CONVENTION & VIS	SUBSIDY	22,700.00
J & B SCREEN PRINTING INC.	SUPPLIES	2,739.00	WATERTOWN COOP ELEVATOR AS	SUPPLIES	37.13
J & J EARTHWORKS, INC.	CONSTR	142,637.67	WATERTOWN FORD	PART	309.67
J H LARSON ELECTRICAL CO.	PARTS	440.58	WATERTOWN PUBLIC OPINION	SERVICE	7,152.04
JACKIE BENTZEN	REIMB	10.00	WATERTOWN WHOLESale	SUPPLIES	332.44
JACOB JORGENSON	TRAVEL	111.00	WATERTOWN WHOLESALE	SUPPLIES	332.44
JAIMIE STRICKER	REIMB	29.82	WATERTOWN WINNELSON CO.	PARTS	148.45
JAMIE MACK	REIMB	46.00	WEISMANTEL RENT ALL	RENT	235.00
JEFF ARGO EXCAVATING	SERVICE	19,515.57	WEST RIVER BEVERAGE, INC.	SUPPLIES	521.00
JEREMY HERRBOLDT	REIMB	1,000.00	WESTMAN FREIGHTLINER	SUPPLIES	178.84
JIM'S EXCAVATING	CONSTR	355.88	WESTMOR FLUID SOLUTIONS, L	SERVICE	2,634.63
JLG ARCHITECTS	CONSTR	4,070.96	WHEELCO TRUCK & TRAILER PA	PART	138.10
JOAN LARSON	REIMB	384.21	WILLIAM BUCKLIN	CONSTR	1,287.67
JOHN SMALL	TRAVEL	440.96	WW TIRE SERVICE INC.	SERVICE	40.00
JOHN W HOCK COMPANY	PARTS	379.80	YAMAHA MOTOR CORPORATION,	LEASE	4,079.58
JOHNSON CONTROLS, INC.	SERVICE	3,692.92	ZACH WEISENBURGER	REIMB	20.00
			ZUERCHER TECHNOLOGIES LLC	SERVICE	4,000.00

**PAYROLL:**

	Sal	SS	Pen	Ins		Sal	SS	Pen	Ins
<b>Mayor/CC</b>	17,005.49	1,244.38	499.03	1,149.63	<b>Forestry</b>	12,927.37	947.73	560.45	1,686.05
<b>Attorney</b>	8,284.75	620.90	495.28	804.63	<b>Library</b>	37,475.97	2,692.29	1,943.34	5,671.36

<b>Finance</b>	32,378.06	2,346.29	1,939.67	4,789.94	<b>Building Serv.</b>	16,217.71	1,185.58	912.47	2,490.68
<b>Info Tech</b>	12,944.38	905.48	772.46	2,299.26	<b>Park &amp; Rec.</b>	225,697.72	16,775.17	6,512.35	17,662.53
<b>Engineer</b>	35,639.55	2,624.09	1,983.77	4,444.94	<b>WRC</b>	46,455.09	3,456.18	1,771.48	3,908.52
<b>Police</b>	176,672.33	12,706.69	13,697.77	30,430.24	<b>E-911</b>	42,712.67	3,069.45	2,527.30	6,935.62
<b>Fire</b>	172,299.60	2,640.54	13,669.38	26,092.78	<b>Upper Big Sioux</b>	7,426.13	514.09	426.53	881.42
<b>Street</b>	53,652.48	3,939.89	3,030.23	7,817.04	<b>Sewer</b>	69,296.18	5,062.82	4,053.43	10,038.20
<b>Cemetery</b>	11,220.28	810.45	503.42	1,417.84	<b>Landfill</b>	62,681.84	4,474.25	3,733.19	10,920.94
<b>Animal Cntrl</b>	3,797.21	279.19	226.63	536.42	<b>Airport</b>	15,389.62	1,126.92	809.92	1,954.26
<b>Add'l 5.25 long</b>	G. Barthel, S. Rehorst, E. Schoenfeld & T. Toomey (Police), T. Aas, C. Noeldner (Fire), J. Soucy (Street), B. Sprouse (Library), W. Gallaher (P&R),								
<b>Add'l 5.25 long</b>	D. Greenman (WCRC), D. Dame & B. Miles (Sewer), R. Nichols, G. Stuckey & B. Moeller (Landfill)								
<b>New Hires P&amp;R</b>	R. Maertz (8.55/hr), B. Shriver (9.00/hr) <b>New Hire WCRC</b> B. Uses Arrow (8.75/hr), K. McIntosh, L. Redlin, J. Theisen (9.00/hr), G. Britt (9.50/hr),								
<b>New Hires WCRC</b>	J. Conroy (11.00/hr), <b>New Hire Landfill</b> J. Mack (3,179.00/mo)								
<b>Sal Inc WCRC</b>	G. Donat (9.25/hr), B. Hemiller (9.50/hr), M. Redlin (10.00/hr), K. Anderson (10.50/hr), <b>Sal Inc P&amp;R</b> T. Jorenby (9.00/hr), J. Vrchota (10.00/hr)								

Mayor Thorson removed the Lions Club loan request from the agenda. Motion by Tupper, seconded by Albertsen to approve the agenda as amended. Motion carried.

This being the time scheduled for the public hearing on the application of a new retail (on-off sale) malt beverage and wine license for PRG Watertown, d/b/a Marco's Pizza, 8179<sup>th</sup> Ave. SE, Lots 11, 12, 13, 14 in Block 27 of Brock's Subdivision of Blocks 26, 27, 28 of Brocks addition, the Mayor called for public comment. Hearing no comment from the public, motion by Buhler, seconded by Danforth, to approve the license as presented. Motion carried.

This being the time scheduled for the public hearing on the special retail malt beverage and wine license to Watertown Area Chamber of Commerce at 1 E Kemp Ave, Lots 18-20 & W 141' Lots 21-22 & N18' E24' Lot 21 Blk 4 Original Plat, for the period of 5:00 PM on Thursday, September 15, 2016 to 8:00 PM on Thursday, September 15, 2016, the Mayor called for public comment. Hearing no comment from the public, motion by Mantey, seconded by Solum, to approve the special license as presented. Motion carried.

This being the time scheduled for the public hearing on Resolution No. 16-30 for submitting an application for a Community Development Block Grant for the City of Watertown, the Mayor called for public comment. Hearing no comment from the public, motion by Albertsen, seconded by Buhler, to approve Resolution No. 16-30 as presented. Motion carried.

Motion by Mantey, seconded by Buhler, to approve Resolution No. 16-31 to designate a certifying officer for the purpose of signing required CDBG grant documents for the City of Watertown. Motion carried.

This being the time scheduled for the public hearing on a proposed ground lease with Tim Peterson for a private hangar at the Regional Airport, the Mayor called for public comment. Hearing no comment from the public, motion by Tupper, seconded by Mantey, to approve the ground lease as presented. Motion carried.

This being the time scheduled for the public hearing on Resolution No. 16-29 Vacation of public right of way between Lot 1 Block 2, South Side Addition and Lot 7 Block 2, Poulson's Addition, the Mayor called for public comment. John Wiles spoke in favor of the vacation. Hearing no further comment from the public, motion by Albertsen, seconded by Solum, to approve Resolution No. 16-29 as presented. Motion carried with Danforth opposed.

Motion by Tupper, seconded by Mantey, to approve Resolution No. 16-26 Vacation of a portion of 10<sup>th</sup> Ave. South between Lot 8 Block 2, Poulson's Addition and Lot 20 Block 2, South Side Addition. Motion carried with Danforth opposed.

Ordinance No 16-18 - 2017 City Budget was placed on its first reading and the title was read. No action was taken.

Ordinance No. 16-13 Amending Chapter 21.10 of the Revised Ordinances of the City of Watertown regarding Commercial Building heights was placed on its first reading and the title was read. No action was taken.

Ordinance No. 16-16 repealing Section 2.0113 of the revised ordinances of the City of Watertown regarding restrictions on issuance of malt beverage package dealers' licenses was placed on its first reading and the title was read. No action was taken.

Ordinance No. 16-17 adding a new Section to Chapter 2.01 of the revised ordinances of the City of Watertown regarding the issuance of special alcoholic beverage licenses in conjunction with special events was placed on its first reading and the title was read. No action was taken.

Motion by Buhler, seconded by Mantey, to approve the lease agreement with Prairie Lakes Healthcare Systems, Inc. for city owned property located in Kirlin's Outlot No. 1. Motion carried.

Motion by Tupper, seconded by Buhler, authorizing the Police Department to accept a grant from the State Drug Control Fund for the purchase of body cameras and for the Mayor to sign a purchase agreement for the cameras. Motion carried.

Motion by Mantey, seconded by Albertsen, authorizing the Mayor to sign and submit and AIP grant application and sign the State award letter for the Regional Airport Runway project. Motion carried.

Motion by Danforth, seconded by Buhler, authorizing the Mayor to sign professional services agreement with Tegra for the Ice Arena project in the amount of \$45,500. Motion carried.

Motion by Tupper, seconded by Buhler, authorizing the Mayor to sign an Addendum to the Memorandum of Understanding between the City of Watertown and Codington County for fire and ambulance service at Dakota Sioux Casino. Motion carried.

Motion by Mantey, seconded by Albertsen, authorizing the Street Department to purchase a truck chassis/cab from North Central International in the amount of \$30,000. Motion carried.

Street Department Superintendent Rob Beynon presented the tabulation of bids received for Two Truck, Dump Box, Sand Spreader and Plows. Bids were opened on March 21, 2016 by Dakota Dunes Community Improvement District, South Dakota and are as follows: Cornhusker/Northern \$138,854 each; I-State Truck Center/Northern \$139,042 each; I-State Truck Center/Steffan \$142,734 each; Cornhusker/Steffan \$142,790 each; I-State Truck Center/Sanitation Products \$142,965 each; Cornhusker/Sanitation \$142,977 each; Peterbuilt of SC/Northern \$145,935 each; SC Truck and Trailer/Steffan \$147,478 each; Peterbuilt of SC/Steffan \$149,627 each . Motion by Mantey, seconded by Buhler, to approve the lowest responsive bid, meeting all required bid specifications, of I-State Truck Center/Sanitation Products in the amount of \$142,965 each for a total purchase of \$285,930. Motion carried.

Motion by Tupper, seconded by Buhler, to approve Change Order No. 1 to the contract with J&J Earthworks for the Sanitary Sewer Replacement project increasing the contract amount \$4,750 for a total contract price of \$493,800.63. Motion carried.

Motion by Solum, seconded by Mantey, to approve Change Order No. 1 to the contract with Clausen Construction, Inc. for the Koch Complex/Extension Center Parking Lot Reconstruction project increasing the contract amount \$11,386 for a total contract price of \$247,056.50. Motion carried.

Motion by Tupper, seconded by Buhler, to go into executive session for the purpose of discussing contract negotiations. Motion carried.

Motion by Buhler, seconded by Mantey, to reconvene in open session. Motion carried.

Motion by Solum, seconded Tupper, to adjourn until 7:00 PM on Monday, September 19, 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 6<sup>th</sup> day of September, 2016.

ATTEST:

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Rochelle Ebbers, CPA  
Finance Officer

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Steve Thorson  
Mayor

# APPLICATION FOR LICENSE

INSTRUCTIONS: File this application and the amount of your license fee with the City Finance Officer. All licenses, except those issued under §12.0203 and §12.0206 expire December 31, each year, and applications for renewal should be filed with the City Finance Office, PO Box 910, Watertown, SD 57201 before December 1<sup>st</sup>.

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

To the Honorable Mayor and City Council:

Application for license to engage in the business of Gasfitter

at the following location Comfort Plus Heating and Air

For the period of 2016 Fee: \$ 50<sup>00</sup>

Business Name: Comfort Plus Heating New  Renewal

Address: 15226 465<sup>th</sup> Ave

City, State, Zip: Twin Brooks SD 57269

Phone #: 605 881-0796

State Sales Tax License # \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy#: \_\_\_\_\_

Insurance Certificate Attached:  Yes  No Vehicle Inventory Attached:  Yes  No

Print Name of applicant Brad Fisher

Signature of applicant: [Signature] Date: 8/31/16

### TYPES:

#### Yearly:

- 15.0402 - Pipe Layer
- 11.0201 - Liquor Establishment
- 21.8010 - Sign Installer
- 17.0501 - Liquid Waste Hauler
- 21.1006 - Mobile Home Courts
- 12.1502 - House Moving Business

- 11.0407 - Commercial Garbage Hauler
- 12.1001 - Security Guard Business
- 20.06 - Gas Fitter/Contractor
- 19.09 - Taxicab Company/Driver
- 12.0501 - Pawn Broker/2nd Hand Dealer

#### Temporary:

- 12.0203 - Transient Merchant
- 12.0206 - Solicitation Ordinance

For City Office Use Only:

Applicant is hereby approved:

\_\_\_\_\_  
Department Head

City Council Approved on: \_\_\_\_\_

\_\_\_\_\_  
Finance Officer

Fee Paid \$ 50 Treasury Receipt No. \_\_\_\_\_ License or Permit No. \_\_\_\_\_

Item #03- Budget Ordinance 16-18

ORDINANCE 16-18  
2017 APPROPRIATION ORDINANCE

SECTION I BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERTOWN, CODINGTON COUNTY, SOUTH DAKOTA, that the following amounts be appropriated to meet the obligations of the Municipality:

General Fund	Special Revenue Funds						
	Parks & Recreation Fund	Special 1% (BBB) Sales Tax Fund	Community Recreation Center Fund	Casualty Reserve Fund	Capital Improvement Fund	Emergency 9-1-1 Fund	Library Fines Fund
<b>410 GENERAL GOVERNMENT</b>							
411 Legislative							
411.10 Mayor & City Council	330,470						
411.50 Contingency	300,000						
<b>TOTAL LEGISLATIVE</b>	<b>630,470</b>						
415 Financial Administration							
415.20 Attorney	148,410						
415.30 Finance Office	723,800						
<b>TOTAL FINANCIAL ADMINISTRATION</b>	<b>872,210</b>						
419 Other							
419.15 Contributions to External Org	186,500						
419.33 Information Technology	252,500						
419.41 Government Buildings/City Hall	75,450						
419.60 Engineering	627,040						
456.00 Subsidy - Boys & Girls Club		204,450					
<b>TOTAL OTHER</b>	<b>1,141,490</b>	<b>204,450</b>					
<b>TOTAL GENERAL GOVERNMENT</b>	<b>2,644,170</b>	<b>204,450</b>					
<b>420 PUBLIC SAFETY</b>							
420.84 Public Safety Facilities & Capital Equip.					899,500		
421.00 Police	3,635,020						
421.51 Emergency 9-1-1 Dispatch						933,750	
422.20 Fire Fighting & Prevention	1,090,970						
422.91 Ambulance Service	2,565,500						
<b>TOTAL PUBLIC SAFETY</b>	<b>7,291,490</b>				<b>899,500</b>	<b>933,750</b>	
<b>430 PUBLIC WORKS</b>							
431.20 Highways, Streets and Roadways	1,825,400						
431.25 Snow Removal	737,250						
431.60 Street Lighting	515,600						
431.80 Street System Improvements					2,325,000		
432.54 Storm Sewer/Flood Control Op & Planning	63,875						
432.80 Storm Sewer/Flood Control Improvement					300,000		
437.00 Cemetery	199,400						
<b>TOTAL PUBLIC WORKS</b>	<b>3,341,325</b>				<b>2,625,000</b>		
<b>440 HEALTH AND WELFARE</b>							
441.43 Animal Control	114,760						
<b>TOTAL HEALTH AND WELFARE</b>	<b>114,760</b>						
<b>450 CULTURE AND RECREATION</b>							
451.00 Park & Recreation Department		3,842,975					
451.22 Community Recreation Center			1,192,100				
451.82 Rec & Cultural Facility Impr					450,300		
452.40 Forestry	246,050						
455.00 Library	958,325						46,175
<b>TOTAL CULTURE AND RECREATION</b>	<b>1,204,375</b>	<b>3,842,975</b>	<b>1,192,100</b>		<b>450,300</b>		<b>46,175</b>
<b>460 CONSERVATION AND DEVELOPMENT</b>							
462.10 Sioux River Watershed Project							
463.20 Urban Renewal District							
465.12 Building Services	318,200						
465.83 Industrial Park/Infrastructure					73,900		
490.10 Convention & Visitors Bureau/Event Ctr.		178,700					
490.11 Watertown Promotions		367,700					
<b>TOTAL CONSERVATION AND DEVELOPMENT</b>	<b>318,200</b>	<b>546,400</b>			<b>73,900</b>		



**ORDINANCE 16-18**  
**2017 APPROPRIATION ORDINANCE**  
(continued)

General Fund	Special Revenue Funds						
	Parks & Recreation Fund	Special 1% Sales Tax Fund	Community Recreation Center Fund	Casualty Reserve Fund	Capital Improvement Fund	Emergency 9-1-1 Fund	Library Fines Fund
470 DEBT SERVICE							
470.00 Debt Service Payments					3,143,500		
<b>TOTAL DEBT SERVICE</b>					<b>3,143,500</b>		
480 CONTRIBUTIONS TO OTHER GOV							
480.00 Other Expenditures							
<b>TOTAL CONTRIBUTIONS TO OTHER GOVTS</b>							
490 OPERATING TRANSFERS OUT							
49311 To Park and Recreation Fund	1,700,000	50,000			250,000		
49312 To Airport Enterprise Fund	300,000				405,000		
49313 To Upper Big Sioux River Project Fund	50,000						
49320 To E-911 Fund	100,000				250,000		
49322 To Event Center	50,000						
<b>TOTAL OPERATING TRANSFERS OUT</b>	<b>2,200,000</b>	<b>50,000</b>			<b>905,000</b>		
495 UNINSURED CASUALTY							
495.00 Uninsured Casualty				15,000			
<b>TOTAL UNINSURED CASUALTY</b>				<b>15,000</b>			
<b>TOTAL 2017 APPROPRIATIONS</b>	<b>17,114,320</b>	<b>3,842,975</b>	<b>800,850</b>	<b>1,192,100</b>	<b>15,000</b>	<b>8,097,200</b>	<b>933,750</b>
<b>CAPITAL OUTLAY ACCUMULATIONS at 12-31-16</b>	<b>1,311,835</b>	<b>141,912</b>			<b>7,405,046</b>		
<b>Total 2017 Appropriations &amp; Capital Outlay Accumulations</b>	<b>18,426,155</b>	<b>3,984,887</b>	<b>800,850</b>	<b>1,192,100</b>	<b>15,502,246</b>	<b>933,750</b>	<b>46,175</b>

**ORDINANCE 16-18  
2017 APPROPRIATION ORDINANCE  
(continued)**

		Special Revenue Funds							
Urban Renewal Fund	Sioux River Project Fund	Tax Increment District #1 Fund	Tax Increment District #2 Fund	Tax Increment District #3 Fund	Tax Increment District #5 Fund	Tax Increment District #6 Fund	Debt Service Fund - 2002 G. O. Bonds	Capital Project Fund - 2014 Bonds	Total Governmental Funds
470 DEBT SERVICE									
470.00 Debt Service Payments		112,100	90,300	1,240	190,500	44,000	480,500		4,062,140
<b>TOTAL DEBT SERVICE</b>		<b>112,100</b>	<b>90,300</b>	<b>1,240</b>	<b>190,500</b>	<b>44,000</b>	<b>480,500</b>		<b>4,062,140</b>
480 CONTRIBUTIONS TO OTHER GOV									
480.00 Other Expenditures									
<b>TOTAL CONTRIBUTIONS TO OTHER GOVTS</b>									
490 OPERATING TRANSFERS OUT									
49311 To Park and Recreation Fund									2,000,000
49312 To Airport Enterprise Fund									705,000
49313 To Upper Big Sioux River Project Fund									50,000
49320 To E-911 Fund									350,000
49322 To Event Center									50,000
<b>TOTAL OPERATING TRANSFERS OUT</b>									<b>3,155,000</b>
495 UNINSURED CASUALTY									
495.00 Uninsured Casualty									15,000
<b>TOTAL UNINSURED CASUALTY</b>									<b>15,000</b>
<b>TOTAL 2017 APPROPRIATIONS</b>	<b>29,385</b>	<b>279,475</b>	<b>112,100</b>	<b>90,300</b>	<b>1,240</b>	<b>190,500</b>	<b>44,000</b>	<b>480,500</b>	<b>33,269,870</b>
<b>CAPITAL OUTLAY ACCUMULATIONS at 12-31-16</b>									<b>8,858,793</b>
<b>Total 2017 Appropriations &amp; Capital Outlay Accumulations</b>	<b>29,385</b>	<b>279,475</b>	<b>112,100</b>	<b>90,300</b>	<b>1,240</b>	<b>190,500</b>	<b>44,000</b>	<b>480,500</b>	<b>42,128,663</b>

**ORDINANCE 16-18  
2017 APPROPRIATION ORDINANCE  
(continued)**

SECTION II The following designates the application of funds derived from the sources indicated:

	Special Revenue Funds							
	General Fund	Parks & Recreation Fund	Special 1% Sales Tax Fund	Community Recreation Center Fund	Casualty Reserve Fund	Capital Improvement Fund	Emergency 9-1-1 Fund	Library Fines Fund
<b>FUNDS AVAILABLE:</b> Estimated Fund Balance Available on 12/31/16	8,427,084	795,434	316,947	54,793	31,375	10,891,063	48,492	265,385
<b>ANTICIPATED REVENUES:</b>								
310 Taxes	10,621,800		750,000			6,905,000		
320 Licenses and Permits	238,500							
330 Intergovernmental Revenues	1,076,550					1,201,350		
340 Charges for Goods and Services	1,087,100	1,452,875		1,351,800			667,000	
350 Fines and Forfeitures	41,000							18,500
360 Miscellaneous Revenues	282,105	267,100	1,200	19,800	150	510,000		23,500
380 Enterprise Operating Revenues	130,900							
390 Other Sources								
Subtotal - Anticipated Revenues	13,477,955	1,719,975	751,200	1,371,600	150	8,616,350	667,000	42,000
<b>Operating Transfers In:</b>								
From General Fund		1,700,000	50,000				50,000	
From Special Sales Tax (BBB) Fund		50,000						
From Capital Improvement Fund		250,000					300,000	
From Sewer Fund	288,750							
From Solid Waste Fund	216,000							
From Municipal Utilities Fund	1,222,370							
Subtotal - Operating Transfers In	1,727,120	2,000,000	50,000				350,000	
<b>TOTAL SOURCES OF FUNDS</b>	23,632,159	4,515,409	1,118,147	1,426,393	31,525	19,507,413	1,065,492	307,385
Less Unappropriated Fund Bal - Dec 31, 2017	(5,206,004)	(530,522)	(317,297)	(234,293)	(16,525)	(4,005,167)	(131,742)	(261,210)
<b>TOTAL MEANS OF FINANCE</b>	18,426,155	3,984,887	800,850	1,192,100	15,000	15,502,246	933,750	46,175

**ORDINANCE 16-18**  
**2017 APPROPRIATION ORDINANCE**  
 (continued)

	Special Revenue Funds						Debt Service Fund - 2002 G. O. Bonds	Capital Project Fund - 2014 Bonds	Total Governmental Funds	
	Urban Renewal Fund	Sioux River Project Fund	Tax Increment District #1 Fund	Tax Increment District #2 Fund	Tax Increment District #3 Fund	Tax Increment District #5 Fund				Tax Increment District #6 Fund
<b>FUNDS AVAILABLE:</b> Estimated Fund Balance Available on 12/31/16	162,257	28,226	(1,624,487)	(1,274,942)	(34,582)	(2,679,298)	(638,275)	357,176	2,778,403	17,905,051
<b>ANTICIPATED REVENUES:</b>										
310 Taxes			250,000	63,000	70,000	25,000	110,000	503,000		19,297,800
320 Licenses and Permits										238,500
330 Intergovernmental Revenues		100,000								2,377,900
340 Charges for Goods and Services										4,558,775
350 Fines and Forfeitures										59,500
360 Miscellaneous Revenues	4,100	54,100	125	50	20	30	50	1,500	275,000	1,438,830
380 Enterprise Operating Revenues										130,900
390 Other Sources										
Subtotal - Anticipated Revenues	4,100	154,100	250,125	63,050	70,020	25,030	110,050	504,500	275,000	28,102,205
<b>Operating Transfers In:</b>										
From General Fund		50,000								1,850,000
From Special Sales Tax (BBB) Fund										50,000
From Capital Improvement Fund										550,000
From Sewer Fund										288,750
From Solid Waste Fund										216,000
From Municipal Utilities Fund		50,000								1,272,370
Subtotal - Operating Transfers In		100,000								4,227,120
<b>TOTAL SOURCES OF FUNDS</b>	166,357	282,326	(1,374,362)	(1,211,892)	35,438	(2,654,268)	(528,225)	861,676	3,053,403	50,234,376
Less Unappropriated Fund Bal - Dec 31, 2017	(136,972)	(2,851)	1,486,462	1,302,192	(34,198)	2,844,768	572,225	(381,176)	(3,053,403)	(8,105,713)
<b>TOTAL MEANS OF FINANCE</b>	29,385	279,475	112,100	90,300	1,240	190,500	44,000	480,500		42,128,663

**SECTION III**

Out of the money received from the operation of the Municipal Utility Department, \$1,222,370 is hereby appropriated and shall be transferred to the General Fund.

**SECTION IV**

The Finance Officer is hereby directed to certify the following amount of property tax levy made in this Ordinance to the County Auditor of Codington County, South Dakota, in the manner provided for by law.

General Fund	\$ 3,338,800
Debt Service Fund (G.O. Bonds)	\$ 503,000

**SECTION V**

This Ordinance is declared to be for the support of the City Government and its existing public institutions and shall be in full force and effect from and after its passage and publication.

PLACED UPON ITS FIRST READING: September 6, 2016  
 PLACED UPON ITS SECOND READING: September 19, 2016  
 APPROVED AND ADOPTED: September 19, 2016

ATTEST:

\_\_\_\_\_  
 Steve Thorson  
 Mayor

\_\_\_\_\_  
 Rochelle M. Ebbers, CPA  
 Finance Officer

## Request for City Council Action

**TO:** City Council  
**THROUGH:** Shane Waterman, City Engineer  
**FROM:** Brandi Hanten, Urban Planner  
**MEETING DATE:** September 6, 2016 and September 19, 2016  
**SUBJECT:** Commercial Building Heights – Ordinance Revision

**Background:** After multiple variances had been given for an increased maximum mean height in the commercial district zoning, City Staff agreed it was time to increase the commercial building height in ordinance. Proposing to increase the maximum mean height of all commercially zoned districts, this will allow for taller buildings to be constructed.

### 21.1003: NON-RESIDENTIAL HEIGHT AND PLACEMENT REGULATIONS

	Minimum Density (SF/d.u.) <sup>a</sup>	Minimum Lot Area (SF)	Minimum Required Lot Width	Minimum Required Front Yard	Minimum Required Side Yard	Minimum Required Rear Yard	Maximum Mean Height <sup>b</sup>
A-1 Districts	35 Acres	NA	400'	30'	25'	40'	35'
C-1 Districts	NA	10,000	NA	NA	0' or 30' (adj to R)	NA	<del>50'</del> 60'
C-2 Districts	NA	10,000	100'	40'	30'	30'	<del>30'</del> 60'
C-3 Districts	NA	20,000	100'	40'	20'	30'	<del>30'</del> 60'
I-1 Districts	NA	30,000	100'	40'	20'	30'	40'
I-2 Districts	NA	220,000	300'	75'	50'	50'	50'
BP Districts	20 Acres	3 Acres	NA	50'	20'	20'	55'

**Action:** Plan Commission decision on Resolution 2016-28 (Ordinance)

**History:** 10/20/14 City Council directed staff and Plan Commission to review the ordinances governing portable signage.

**Future:** 08/18/16 Plan Commission Public Hearing

09/06/16 City Council First Reading  
09/19/16 City Council Second Reading and Public Hearing  
09/24/16 Published – *if Approved*  
10/14/16 Effective

## ORDINANCE 16-13

### AN ORDINANCE AMENDING CHAPTER 21.10 OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN

**BE IT ORDAINED** by the City of Watertown that Section 21.1003 of the Revised Ordinances of the City of Watertown be amended as follows:

#### Chapter 21.10 SUMMARY OF DISTRICT REGULATIONS

#### 21.1003: NON-RESIDENTIAL HEIGHT AND PLACEMENT REGULATIONS

1. General Requirements. Except as otherwise specifically provided in this ordinance, no development, use or structure shall exceed the limits specified below.

	Minimum Density (SF/d.u.) <sup>a</sup>	Minimum Lot Area (SF)	Minimum Required Lot Width	Minimum Required Front Yard	Minimum Required Side Yard	Minimum Required Rear Yard	Maximum Mean Height <sup>b</sup>
A-1 Districts	35 Acres	NA	400'	30'	25'	40'	35'
C-1 Districts	NA	10,000	NA	NA	0' or 30' (adj to R)	NA	<del>50'</del> 60'
C-2 Districts	NA	10,000	100'	40'	30'	30'	<del>30'</del> 60'
C-3 Districts	NA	20,000	100'	40'	20'	30'	<del>30'</del> 60'
I-1 Districts	NA	30,000	100'	40'	20'	30'	40'
I-2 Districts	NA	220,000	300'	75'	50'	50'	50'
BP Districts	20 Acres	3 Acres	NA	50'	20'	20'	55'

a d.u. - dwelling unit

b Except where in conflict with aviation restrictions, the following structures or parts thereof are exempt from the height limitations set forth in the zoning districts: barn, silo, chimney, smokestack, spire, flagpole, ventilator, derrick, conveyor, cooling tower, and necessary mechanical appurtenances to the permitted or conditional uses of the districts in which they are located, provided that they are not used for human occupancy. (Ord 06-31; Rev 01-25-07)

#### 2. Non-Residential Supplemental Provisions

- a. Corner lots shall have two (2) required front yards, zero (0) required rear yard, and two (2) required side yards.
- b. For parcels that have more than two required front yards, the remaining required yards shall be side yards.
- c. The front setback as required above may be modified, at the discretion of the Building Official, where the frontage on the same side of the street is improved with buildings that have observed a lesser depth of front yard than required above. No building or portion thereof shall project beyond a straight line drawn between the point closest to the lake or street line of the building upon either side of the

proposed structure within the same block; or, if there are buildings upon only one side, the proposed structure shall observe not less than the same front yard depth as the closest building on that side.

- d. Where a zero lot line development is being proposed in a new subdivision the minimum lot width may be reduced to sixty (60) feet. (E-545-1).
- e. Decks shall observe the same setbacks as primary structures, see Table 21.1003.

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

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

Rochelle M. Ebbers, CPA

First Reading: September 6, 2016  
Second Reading: September 19, 2016  
Published: September 24, 2016  
Effective: October 14, 2016

City of Watertown

Attest:

\_\_\_\_\_  
Rochelle M. Ebbers, CPA  
Finance Officer

\_\_\_\_\_  
Steve Thorson  
Mayor

**REPORT AND RECOMMENDATION OF THE  
CITY PLAN COMMISSION**

TO THE CITY COUNCIL OF THE CITY OF WATERTOWN, SOUTH DAKOTA:

The undersigned hereby certifies that the following is a true, correct and complete copy of a Resolution introduced, fully discussed, and approved and adopted during the duly called meeting of the City Plan Commission held on the 7<sup>th</sup> day of January, 2016:

**RESOLUTION 2016-28**

**A RESOLUTION AMENDING SECTION 21.5402 OF THE REVISED ORDINANCES OF  
THE CITY OF WATERTOWN**

**BE IT RESOLVED** by the Plan Commission of the City of Watertown, South Dakota, that a new Section 21.1003 of the Revised Ordinances of the City of Watertown be modified as followed:

**Chapter 21.10  
SUMMARY OF DISTRICT REGULATIONS**

**21.1003: NON-RESIDENTIAL HEIGHT AND PLACEMENT REGULATIONS**

1. General Requirements. Except as otherwise specifically provided in this ordinance, no development, use or structure shall exceed the limits specified below.

	Minimum Density (SF/d.u.) <sup>a</sup>	Minimum Lot Area (SF)	Minimum Required Lot Width	Minimum Required Front Yard	Minimum Required Side Yard	Minimum Required Rear Yard	Maximum Mean Height <sup>b</sup>
A-1 Districts	35 Acres	NA	400'	30'	25'	40'	35'
C-1 Districts	NA	10,000	NA	NA	0' or 30' (adj to R)	NA	60'
C-2 Districts	NA	10,000	100'	40'	30'	30'	60'
C-3 Districts	NA	20,000	100'	40'	20'	30'	60'
I-1 Districts	NA	30,000	100'	40'	20'	30'	40'
I-2 Districts	NA	220,000	300'	75'	50'	50'	50'
BP Districts	20 Acres	3 Acres	NA	50'	20'	20'	55'

a d.u. - dwelling unit

b Except where in conflict with aviation restrictions, the following structures or parts thereof are exempt from the height limitations set forth in the zoning districts: barn, silo, chimney, smokestack, spire, flagpole, ventilator, derrick, conveyor, cooling tower, and necessary mechanical appurtenances to the permitted or conditional uses of the districts in which they are located, provided that they are not used for human occupancy. (Ord 06-31; Rev 01-25-07)

**2. Non-Residential Supplemental Provisions**

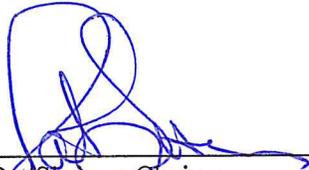
- a. Corner lots shall have two (2) required front yards, zero (0) required rear yard, and two (2) required side yards.
- b. For parcels that have more than two required front yards, the remaining required yards shall be side yards.
- c. The front setback as required above may be modified, at the discretion of the Building Official, where the frontage on the same side of the street is improved with buildings that have observed a lesser depth of front yard than required above. No building or portion thereof shall project beyond a straight line drawn between the point

closest to the lake or street line of the building upon either side of the proposed structure within the same block; or, if there are buildings upon only one side, the proposed structure shall observe not less than the same front yard depth as the closest building on that side.

- d. Where a zero lot line development is being proposed in a new subdivision the minimum lot width may be reduced to sixty (60) feet. (E-545-1).
- e. Decks shall observe the same setbacks as primary structures, see Table 21.1003.

I hereby certify that the above Resolution 2016-28 was duly adopted by the City Plan Commission of the City of Watertown.

Dated this 18<sup>th</sup> day of August, 2016



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Pat Shriver, Chairman  
Watertown City Plan Commission

## ORDINANCE 16-16

### AN ORDINANCE REPEALING SECTION 2.0113 OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN REGARDING RESTRICTIONS ON ISSUANCE OF MALT BEVERAGE PACKAGE DEALERS' LICENSES.

**BE IT ORDAINED** by the City of Watertown, South Dakota that Section 2.0113 of the Revised Ordinances of the City of Watertown restricting issuance of malt beverage package dealers' licenses be amended as follows:

**2.0113: ~~RESTRICTIONS ON ISSUANCE OF MALT BEVERAGE RETAILER'S LICENSES—PACKAGE DEALERS AND ON-SALE DEALERS~~**

**REPEALED** (Ord. 16-16; Rev. 9-19-16)

~~No malt beverage retailer's license as defined by §35-4-2(17) shall be issued to any establishment which derives less than seventy five percent (75%) of its gross business income, excluding video lottery income, from the sale of beverages, room rentals and/or food which is prepared and consumed on the premises. Bona fide chartered veterans organizations; religious, charitable, educational or fraternal organizations; local, civic or service clubs; political parties; volunteer fire departments; and political committees on behalf of a candidate for political office, which exist under the laws of the State of South Dakota, are excluded from the requirements of this paragraph; however, any organization that receives a malt beverage retailer's license as defined by §35-4-2(17) must, with its annual application, provide the Finance Office a list of charitable contributions or other uses of its income. Any applicant for a malt beverage retailers license as defined by §35-4-2(17) shall include with the application to the City Finance Office a sworn statement which states that said applicant complies with this provision. Upon request by the Finance Officer any applicant shall be required to provide reasonable business records to substantiate compliance with this section. (E-635-1)~~

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 16-16 was published in the Watertown Public Opinion, the official newspaper of said City, on this \_\_\_\_ day of September, 2016.

Rochelle M. Ebbers, CPA

First Reading:           September 6, 2016  
Second Reading:  
Published:

Effective:

City of Watertown

Attest:

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Rochelle M. Ebbers, CPA  
Finance Officer

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Steve Thorson  
Mayor

## ORDINANCE 16-17

### AN ORDINANCE ADDING A NEW SECTION TO CHAPTER 2.01 OF THE REVISED ORDINANCES OF THE CITY OF WATERTOWN REGARDING THE ISSUANCE OF SPECIAL ALCOHOLIC BEVERAGE LICENSES IN CONJUNCTION WITH SPECIAL EVENTS.

**BE IT ORDAINED** by the City of Watertown, South Dakota that a new Section 2.0118 be added to the Revised Ordinances of the City of Watertown that codifies the City's existing procedure for issuance of Special Alcoholic Beverage Licenses previously set out in Resolution 16-27:

#### **2.0118: SPECIAL ALCOHOLIC BEVERAGE LICENSES IN CONJUNCTION WITH SPECIAL EVENTS**

1. **Authority – Licenses Issued.** Pursuant to SDCL 35-4-124, the City Council is authorized to issue temporary licenses, including any combination of temporary licenses, for a special event. Issuance and authorization is permitted only to the person or entity and location specified on the application. Three temporary licenses are available for issuance by the City Council:
  - a. Special Malt Beverage Retailers License;
  - b. Special On-Sale Wine Retailers License; and
  - c. Special Off-Sale Package Wine Dealers License.
2. **Licensing Period.** Licenses can be issued for a period of time to be established by the Council for the duration of a special event, but not to exceed fifteen (15) consecutive days.
3. **No public hearing for certain license holders.** No public hearing is required if the applicant already holds an on-sale alcoholic beverage license or a retail malt beverage license, and the license is to be used for a special event held at a publicly-owned facility; but any application for issuance of a special alcoholic beverage license requires Council approval. A public hearing is required for all other applicants.
4. **Annual limit on number of special events.** No person or entity can be issued special alcoholic beverage licenses for more than four (4) special events within any calendar year.
5. **Conditional Use Zoning Permit Required.** Licensees may be permitted to sell alcoholic beverages on private or public property provided a conditional use has been issued for the premises by the Board of Adjustment.
6. **Fees.** The fee for any special alcoholic beverage license or combination of licenses authorized under this section shall be \$300 per special event, which shall be paid at the time of application.
7. **Insurance.** Licensees shall maintain liability insurance in an amount of not less than One Million Dollars (\$1,000,000) for bodily injury, death, disability, and property damage liability during the time the special alcoholic beverage license is in effect. Licensee shall also maintain Liquor Liability insurance with a limit of not less than One Million Dollars (\$1,000,000) for each occurrence, and if such insurance contains a general aggregate limit, the general aggregate limit shall apply separately or be no less than two times the occurrence limit. The City shall be named as an additional insured on

a primary, noncontributory basis for any liability arising directly or indirectly from the special alcoholic beverage license during the time such license is in effect. The licensee must also agree to indemnify and hold the City of Watertown, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of the alleged negligence of the applicant and/or that is in any way connected or associated with the event(s) for which any special alcoholic beverage license is issued which do not solely arise from errors or omissions of the City of Watertown, its officers, agents, or employees.

8. **Revocation by the City.** Any and all special alcoholic beverage licenses may be revoked by the Mayor, Police Chief, or their designees without notice. Any revocation is not subject to appeal and the license fee is non-refundable.

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 16-17 was published in the Watertown Public Opinion, the official newspaper of said City, on this \_\_\_\_ day of September, 2016.

Rochelle M. Ebbers, CPA

First Reading: September 6, 2016  
Second Reading:  
Published:  
Effective:

City of Watertown

Attest:

\_\_\_\_\_  
Rochelle M. Ebbers, CPA  
Finance Officer

\_\_\_\_\_  
Steve Thorson  
Mayor

## RESOLUTION 16-27

### RESOLUTION AMENDING RULES FOR SPECIAL ALCOHOLIC BEVERAGE LICENSES

**WHEREAS** SDCL §35-4-124 authorizes the City of Watertown to issue special alcoholic beverage licenses, and

**WHEREAS** SDCL §35-4-124 requires the City of Watertown to adopt rules governing the issuance of special alcoholic beverage licenses,

**WHEREAS** the City of Watertown began issuing special alcoholic beverage licenses in accordance with SDCL §35-4-124 upon the City Council's adoption of Resolution 14-15 on April 11, 2014; and

**WHEREAS** the City of Watertown recognizes the need to adopt a per-event basis, rather than a per-license basis, for approving and assessing fees for special alcoholic beverage licenses in order to accommodate the ability of Watertown's civic, charitable, educational fraternal, and veterans organizations to provide programming and fundraise for the benefit of the community;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Watertown that the following rules shall apply to the issuance of special alcoholic beverage licenses, thereby repealing Resolution 14-15:

1. There are three temporary licenses available for issuance by the City Council:
  - A. Special Malt Beverage Retailers License;
  - B. Special On-Sale Wine Retailers License;
  - C. Special Off-Sale Package Wine Dealers License.

The City Council will not consider any application for issuance of a Special On-Sale License.

2. Licenses can be issued for a period of time to be established by the Council for the duration of a special event, but not to exceed fifteen (15) consecutive days.
3. No public hearing is required if the applicant already holds an on-sale alcoholic beverage license or a retail malt beverage license and the license is to be used in a publicly-owned facility; but application for issuance of a special alcoholic beverage license does require Council approval. A public hearing is required for all other applicants.
4. No person or entity can be issued special alcoholic beverage licenses for more than (4) special events within any calendar year.
5. Licensees may be permitted to sell alcoholic beverages on private or public property provided a conditional use has been issued for the premises by the Board of Adjustment.

6. The fee for any special alcoholic beverage license authorized under this resolution, or combination thereof, shall be \$300 per special event, which shall be paid at the time of application.
7. Licensees shall maintain liability insurance in an amount of not less than \$1 Million Dollars for bodily injury, death, disability, and property damage liability during the time the special alcoholic beverage license is in effect. Licensee shall maintain Liquor Liability insurance with a limit of not less than \$1,000,000 for each occurrence, and if such insurance contains a general aggregate limit, the general aggregate limit shall apply separately or be no less than two times the occurrence limit. The City shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from any special alcoholic beverage license during the time such license is in effect. The licensee must agree to indemnify and hold the City of Watertown, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of the alleged negligence of the applicant and/or that is in any way connected or associated with the event(s) for which any special alcoholic beverage license is issued which do not solely arise from errors or omissions of the City of Watertown, its officers, agents, or employees.
8. Any special alcoholic beverage license may be revoked by the Mayor, Police Chief, or their designees without notice. Any revocation is not subject to appeal and the license fee is non-refundable.
9. This Resolution shall remain in full force and effect until it is repealed or amended by subsequent Resolution of the City Council or superseded by City Ordinance.

Dated at Watertown, South Dakota, this 15<sup>th</sup> day of August, 2016.

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

I hereby certify that Resolution No. 16-27 was published in the Watertown Public Opinion, the official newspaper of said City, on the 20<sup>th</sup> day of August, 2016.

City of Watertown

ATTEST:

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Rochelle M. Ebbers, CPA  
Finance Officer

---

Steve Thorson  
Mayor



## Request for City Council Action

**TO:** City Council  
**THROUGH:** Shane Waterman, City Engineer  
**FROM:** Brandi Hanten, Urban Planner  
**MEETING DATE:** September 19, 2016  
**SUBJECT:** Vacation of remaining Alley in the J.F. Monks Subdivision,  
Block 8

---

**Petitioner:** Lawrence Land Company and Watertown Housing & Redevelopment Commission

**Background:** Petitioners request to vacate the remaining alley bordering Lots 1 and 2 and the West 50' of Lot 7, in the J.F. Monks Subdivision of Lots 12 and 13 of Block 8, Original Plat of Watertown, South Dakota. The reason the petitioners are requesting vacation is because the alley is not now and never has been open, used or traveled as an alley or public way. That because of location and development in the area, the said east-west alley serves no useful or necessary purpose, is restricting the development of the surrounding area, and is unnecessary for any alley purpose.

**Facts:**

- This stretch of the alley is approximately 50' long and 10' wide.

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**Action:** Plan Commission decision on Resolution 16-32

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**History:** 08/18/16 Petition Received  
09/08/16 Plan Commission Public Hearing  
**Future:** 09/19/16 City Council Public Hearing and action  
09/24/16 Published – *if Approved*  
10/14/16 Effective

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

## RESOLUTION 16-32

### **A Resolution Vacating a Public Right of Way Adjacent to Lots 1 and 2 and the West 50' of Lot 7 in the J.F. Monks Subdivision of Lots 12 and 13 of Block 8**

**WHEREAS**, Petition for Vacation of Public Right of Way, has been presented to the City Council of the City of Watertown, South Dakota. Said alley petitioned for vacation is described as:

*The alley bordering Lots 1 and 2 and the West 50' of Lot 7, in the J.F. Monks Subdivision of Lots 12 and 13 of Block 8, Original Plat or Watertown, South Dakota.*

**WHEREAS**, Michael Lawrence of Lawrence Land Company and the Watertown Housing & Redevelopment Commission, the owners of all real property abutting the described Public Right of Way, have signed the Petition for Vacation of Public Right of Way indicating that they have reviewed the Petition and consent to the vacation of Public Right of Way described in the Petition;

**WHEREAS**, the City Plan Commission of the City of Watertown, South Dakota, has by Resolution 2016-24, approved of said vacation, recommending to the City Council approval thereof;

**NOW, THEREFORE**, BE IT RESOLVED by the City Council of the City of Watertown, South Dakota, that the Public Right of Way described in the Petition be, and is hereby, declared vacated, as recommended by the City Plan Commission.

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

Dated at Watertown, South Dakota, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

I hereby certify that Resolution 16-32 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_\_ day of \_\_\_\_\_, 2016

Rochelle M. Ebbers, CPA

City of Watertown

Attest:

\_\_\_\_\_  
Rochelle M. Ebbers, CPA  
Finance Officer

\_\_\_\_\_  
Steve Thorson  
Mayor

STATE OF SOUTH DAKOTA )

) SS

PETITION

COUNTY OF CODINGTON )

The undersigned being the owner of real property abutting upon the east-west alley being that portion of the dedicated alley bordering Lots 1 and 2 and the West 50' of Lot 7, in the J.F. Monks Subdivision of Lots 12 and 13 of Block 8, Original Plat of Watertown, South Dakota, to vacate said alley. That the said east-west alley, is not now and never has been open, used or traveled as an alley or public way. That because of location and development in the area, the said east-west alley serves no useful or necessary purpose, is restricting the development of the surrounding area, and is unnecessary for any alley purpose.

The undersigned, Lawrence Land Company, owner of Lots 1 and 2 in J.F. Monks subdivision & E25' Lot 14 & W25' E50' Lot14 of Block 8, Original Plat of Watertown, South Dakota, and WATERTOWN HOUSING & REDEVELOPMENT COMM, owner of LOT 3-7 BLK 8 MONKS SUBD LOTS 10-11 W115' VACATED ALLEY BLK 8 ORIGINAL PLAT TAX EXEMPT of Watertown, South Dakota that the said undersigned, as such owners of 100% of the real property abutting on said alley does hereby Petition for, and consent to, the vacation of the aforesaid east-west alley in the City of Watertown, as more fully appears from the Plat of said alley hereto attached.

  
MICHAEL LAWRENCE, LAWRENCE LAND  
COMPANY

STATE OF SOUTH DAKOTA )

) SS

COUNTY OF CODINGTON )

Michael Lawrence, Owner of Lawrence Land Company, being first duly sworn deposes and states that he has read the above and foregoing Petition, knows the contents thereof, and that the same is true and correct according to his best knowledge, information and belief.

  
MICHAEL LAWRENCE, LAWRENCE LAND  
COMPANY

Subscribed and sworn to before me

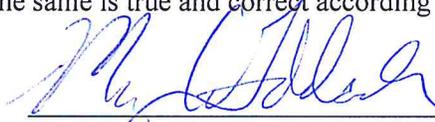
This 18 day of Aug 2016.

  
Notary Public

South Dakota

My commission expires: 6-15-2018

Mary Goldade, Executive Director of WATERTOWN HOUSING & REDEVELOPMENT COMM , being first duly sworn deposes and states that he has read the above and foregoing Petition, knows the contents thereof, and that the same is true and correct according to his best knowledge, information and belief.



Mary Goldade, Executive Director,  
WATERTOWN HOUSING & REDEVELOPMENT COMM

Subscribed and sworn to before me

This 18 day of Aug 2016.



Notary Public

South Dakota

My commission expires: 6.18.2016





## Request for City Council Action

**TO:** City Council  
**THROUGH:** Shane Waterman, City Engineer  
**FROM:** Brandi Hanten, Urban Planner  
**MEETING DATE:** September 19, 2016  
**SUBJECT:** Vacation of Right-of-Way adjacent to Lots 3 and 4 in Marina Bay Subdivision

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**Petitioner:** Michael and Tammy Stevens

**Background:** Petitioner requests to vacate the remaining road adjacent to Lots 3 and 4 in Marina Bay Subdivision. This petition is being submitted because the public right-of-way (road) is a dead end without an additional outlet. The owner of the two adjacent lots would like to eliminate public access and utilize the existing road as driveway and further use property for future garage.

**Facts:**

- This stretch of the road is approximately 173' long and 40' wide
- Adjacent land of road proposed to be vacated is all owned by Michael and Tammy Stevens
- This right of way serves not only road and utility purposes but also is one of a small number of public access points to Lake Kampeska for shoreline work, winter recreation and other uses that arise. The nearest public access point are on the opposite side of Marina Bay channel to the South, and Parkview Drive to the North.

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**Action:** Plan Commission decision on Resolution 16-33

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**History:** 08/19/16 Petition Received  
09/08/16 Plan Commission Public Hearing  
**Future:** 09/19/16 City Council Public Hearing and action  
09/24/16 Published – *if Approved*  
10/14/16 Effective

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

## RESOLUTION 16-33

### **A Resolution Vacating a Public Right of Way Adjacent to Lots 3 and 4 in Marina Bay Subdivision**

**WHEREAS**, Petition for Vacation of Public Right of Way, has been presented to the City Council of the City of Watertown, South Dakota. Said alley petitioned for vacation is described as:

*The road adjacent to the West side of Lot 3 and Lot 4 in Marina Bay Subdivision*

**WHEREAS**, Michael and Tammy Stevens, the owners of all real property abutting the described Public Right of Way, have signed the Petition for Vacation of Public Right of Way indicating that they have reviewed the Petition and consent to the vacation of Public Right of Way described in the Petition;

**WHEREAS**, the City Plan Commission of the City of Watertown, South Dakota, has by Resolution 2016-29, approved of said vacation, recommending to the City Council approval thereof;

**NOW, THEREFORE**, BE IT RESOLVED by the City Council of the City of Watertown, South Dakota, that the Public Right of Way described in the Petition be, and is hereby, declared vacated, as recommended by the City Plan Commission.

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

Dated at Watertown, South Dakota, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

I hereby certify that Resolution 16-33 was published in the Watertown Public Opinion, the official newspaper of said City, on the \_\_\_\_ day of \_\_\_\_\_, 2016

Rochelle M. Ebbers, CPA

City of Watertown

Attest:

\_\_\_\_\_  
Rochelle M. Ebbers, CPA  
Finance Officer

\_\_\_\_\_  
Steve Thorson  
Mayor

Prepared by:  
Michael and Tammy Stevens  
301 23rd Ave NE  
Jamestown, ND 58401  
[605-222-0421](tel:605-222-0421) / [701-361-2240](tel:701-361-2240)

**PETITION FOR VACATION OF A PUBLIC RIGHT-OF-WAY (Road) ADJACENT TO Lots 3 and 4  
in Marina Bay Subdivision**

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

The undersigned, being the owner(s) of all the real property lot 3 and lot 4 in Marina Bay Subdivision abutting east side of public right-of-way(road) hereinafter described, hereby petitions the City Council of Watertown, South Dakota, to vacate said public-right-away (Road) pursuant to the statutes in such cases made and provided, particularly SDCL 9-45-7, et seq., and said Petitioner respectfully shows and represents the following:

1. The public right-of-way (road) sought to be vacated is described as follows:

The road adjacent to the west side of lot 3 and lot 4 in Marina Bay Subdivision address - TBD North Marina Bay Road.

2. A drawing and satellite view of the public right-of-way (road) proposed to be vacated is attached hereto and marked as Exhibit "A" and Exhibit "B", and incorporated herein by reference.
4. Pursuant to SDCL 9-45-7, this petition is being submitted because the public right-of-way (road) is a dead end road without additional outlet. The owner of the two adjacent lots would like to limit access to public use and utilize existing road as driveway and further use property for future garage.

- 5.

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

Dated at Watertown, South Dakota, this 22 day of August, 2016.

By   
Owner

By   
Owner

State of South Dakota)

)SS:

County of Codington )

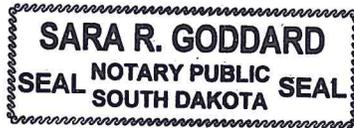
On this the 22<sup>nd</sup> day of August, 2016, before me, the undersigned officer, personally appeared [Petitioner(s)] known to me or satisfactorily proven to be the [people] whose name(s) are subscribed to within this instrument and acknowledged that [they] executed the same for the purposes therein contained.

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

Sara R. Goddard

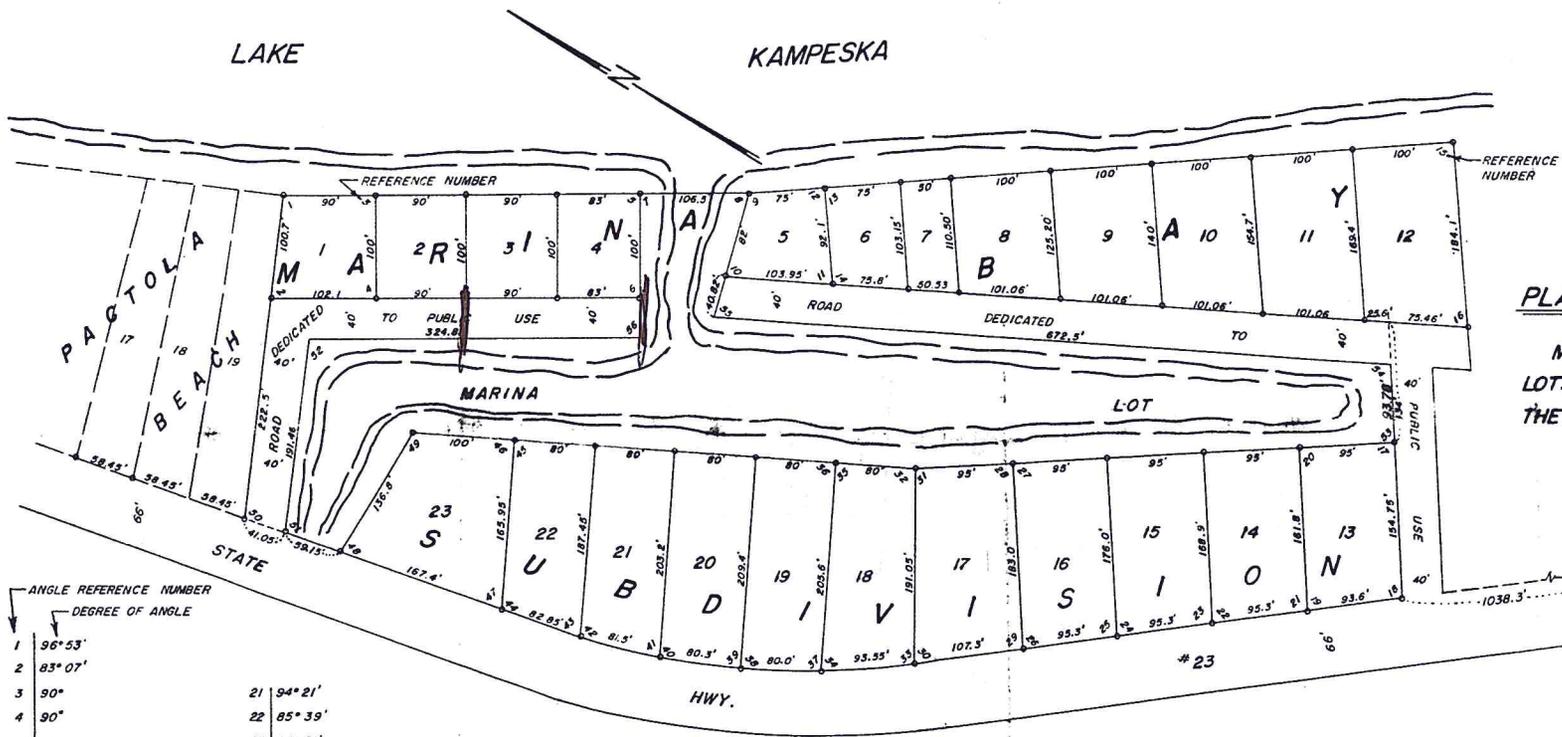
Notary Public

(SEAL)



My Commission Expires: 11/9/18

# EXHIBIT "A"



## PLAT OF:

MARINA BAY SUBDIVISION IN GOVERNMENT  
 LOTS 1 AND 2 OF SEC. 25 T17N R54W OF  
 THE 5TH. P.M., CODINGTON COUNTY, S. DAK.

ANGLE REFERENCE NUMBER  
 DEGREE OF ANGLE

1	96° 53'
2	83° 07'
3	90°
4	90°
5	90°
6	90°
7	90°
8	74° 21'
9	109° 52'
10	78° 31'
11	81° 37'
12	90°
13	90°
14	98° 23'
15	90°
16	81° 37'
17	85° 24'
18	94° 57'
19	85° 39'
20	90°
21	94° 21'
22	85° 39'
23	94° 21'
24	85° 39'
25	94° 21'
26	85° 39'
27	90°
28	90°
29	94° 03'
30	82° 16'
31	93° 41'
32	93° 41'
33	95° 28'
34	80° 51'
35	90°
36	90°
37	92° 28'
38	87° 32'
39	85° 25'
40	94° 35'
41	79° 06'
42	100° 54'
43	74° 57'
44	105° 03'
45	90°
46	90°
47	74° 57'
48	78° 20'
49	116° 43'
50	103° 01'
51	103° 01'
52	96° 53'
53	90° 36'
54	96° 05'
55	78° 31'
56	90°

*John D. Batack*  
 REG. PROF. ENG. & LAND SURVEYOR  
 SCALE 1" = 80' OCT. 9, 1967  
 • IRON PIN



STATE OF SOUTH DAKOTA, COUNTY OF CODINGTON, SS.  
 I, *John D. Batack*, Registered Professional Engineer and Land Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plat as shown to me by *Elizabeth M. Larson*, the owner of the same.  
 53-54-57  
 JDB

# Lot 4 Marina Bay

EXHIBIT "B"



04/14/2014

# Vacation of Public Right-of-Way Adjacent to Lots 3 and 4 in Marina Bay Subdivision



## Legend



Stevens\_ROW\_Vacation



Stevens\_Property

**ORDINANCE NO. 16-19**

**AN ORDINANCE CREATING A NEW CHAPTER OF TITLE 12 FOR LICENSING AND REGULATING AMBULANCE SERVICES FOR THE CITY OF WATERTOWN**

**BE IT ORDAINED** by the City of Watertown that a new Chapter 12.11 of the Revised Ordinances of the City of Watertown regarding licensing and regulating ambulance services be adopted as follows:

**Chapter 12.11  
Licensing and Regulating Ambulance Services**

Section

- 12.1101 Purpose.
- 12.1102 Definitions.
- 12.1103 License Required – Exceptions.
- 12.1104 License issuance and renewal; term.
- 12.1105 License Application.
- 12.1106 Finance Officer investigative authority.
- 12.1107 Regulations of licensed ambulance services.
- 12.1108 Liability insurance required.
- 12.1109 Suspension or revocation of licensure.

**12.1101 Purpose.**

The purpose of this Chapter is to promote the general safety and welfare of the city by ensuring prompt, effective, and reliable ambulance service, as further authorized by SDCL 34-11-1 and ARSD 44:05:02:05.

**12.1102 Definitions.**

The following terms shall have the following meaning throughout this Chapter:

**Ambulance:** A vehicle for emergency care with a driver compartment and a patient compartment, carrying all equipment and supplies needed to provide emergency medical technician-basic level emergency care at the scene and enroute to an appropriate medical facility.

**Ambulance Service:** Any person or organization licensed to provide emergency medical services and patient transport.

**Attendant:** An advanced life support or emergency medical trained and/or qualified individual responsible for the operation of an ambulance and the care of the patients who has the credentials required by ARSD 44:05:03:04.01.

**Driver:** An individual who drives an ambulance and meets the credentials required by ARSD 44:05:03:04.01.

**License:** The permit to operate or provide ambulance service within the city limits.

**Person:** Any person, firm, partnership, association, corporation, company or organization of any kind.

**12.1103 License Required – Exceptions.**

(a) No person, either as owner, agent or otherwise, shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the business or service of the emergency transportation of patients or the transportation of patients needing special care during transport, such as a transfer between hospitals, upon the streets, alleys, or any public way or place of the city unless [he/she] holds a currently valid license for an ambulance, issued pursuant to this ordinance.

(b) Provided however, that no such licenses shall be required for an ambulance which is:

1. Rendering assistance to licensed ambulances in the case of a major catastrophe or emergency with which the licensed ambulances of the city are insufficient or unable to cope;
2. Operated from a location or headquarters outside of the city in order to transport patients who are picked up beyond the limits of the city to locations within the city, or to transport patients who are picked up within the city to locations beyond the limits of the city;
3. Owned and operated by rescue squads which are not regularly used as ambulances except as part of rescue operations;
4. Owned and operated by the federal government;
5. Providing coach services engaged by prior appointment and is transporting infirm or disabled individuals not requiring advanced life support in transit;
6. A privately-owned vehicle occasionally and not ordinarily used in the business of ambulance service; or
7. An air ambulance service.

(c) The city is exempt from licensing requirements under this chapter for the operation of its municipal ambulance service.

**12.1104 License issuance and renewal; term.**

No license shall be issued under this chapter to any new applicant unless:

- (a) The person has completed and signed an application form described in Section 12.1105 and submitted it to the City Finance Office;
- (b) The person, if representing a non-governmental entity, has paid a licensing fee per ambulance of \$50 for the first ambulance, \$40 for the second ambulance, and \$10 for each additional ambulance, to the City Finance Office;
- (c) The City Council shall find that further ambulance service is required by public convenience and necessity. In the absence of the findings, any new applicant shall be denied;
- (d) The person has complied with any investigation of the Finance Officer authorized by Section 12.1106;
- (e) The person has provided proof of liability insurance coverage as required by Section 12.1108; and
- (f) The person provides proof of all licenses issued by the state regulating the operation of ambulance services and the most current inspection records by any state department or agency charged with overseeing ambulance services certifying the ambulances, equipment, and premises designated in each application hereunder.

Upon approval of the City Council, the Finance Officer shall issue an ambulance service license to any person so approved for a period of 2 years unless earlier suspended, revoked or otherwise terminated at the City Council's sole discretion, as provided in Section 12.1108. The ambulance service license is not transferable. Renewal of an ambulance service license, upon expiration for any reason or after revocation, shall require conformance with all the requirements of this Chapter as upon original licensing.

**12.1105 License Application.**

Applications for ambulance licenses hereunder shall be made upon the forms as may be prepared or prescribed by Finance Officer and shall contain:

- (a) The name and address of the applicant and of the owner of the ambulance;
- (b) The trade or other fictitious name, if any, under which the applicant does business and proposes to do business;
- (c) The training and experience of the applicant in the transportation and care of patients;

- (d) A description of each ambulance, including the make, model, year of manufacture; current state license number; the length of time the ambulance has been in use; the insignia, name, monogram or other distinguishing characteristics to be used to designate applicant's ambulance;
- (e) A listing of the full legal name, date of birth, home physical address, job title, and credentials of the ambulance service's attendants and drivers;
- (f) The physical address and physical description of the place or places from which it is intended to operate;
- (g) Such other information as the Finance Officer shall deem reasonably necessary to a fair determination of compliance with this Chapter;
- (h) An accompanying license fee of \$50 for the first ambulance, \$40 for the second ambulance and \$10 for each additional ambulance; and
- (i) A separate, signed statement that the applicant has reviewed, understands, and will abide by Chapter 12.11 of the Revised Ordinances of the City of Watertown at all times when operating an ambulance service within the city.

**12.1106 Finance Officer investigative authority.**

- (a) The Finance Officer shall within 10 days after receipt of an application for an ambulance license as provided for herein, cause the investigation as he or she deems necessary to be made of the applicant and of his or her proposed operations to ensure compliance with the provisions of this Chapter.
- (b) Upon any investigation, the Finance Officer shall report his or her findings to the City Council, including the applicant's compliance with the investigation, and make a recommendation regarding the issuance of an ambulance license.
- (c) The Finance Officer retains authority during the license term of any licensed ambulance service to access any physical location where the ambulance service operates and to access any records of the ambulance service for the sole purpose of ascertaining compliance with the provisions of this Chapter.

**12.1107 Regulations of licensed ambulance services.**

Any licensed ambulance service licensed under this Chapter shall:

- (a) Require at least one attendant, driver and ambulance be present at a single physical location within the city limits of the City of Watertown that is able to respond to an emergency call. This requirement shall apply 24 hours a day, seven days a week;

- (b) Obtain a state and federal criminal background check of all attendants and drivers;
- (c) Certify that all employees are not found on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Service's Office of Inspector General;
- (d) Advertise only those services and levels of certified personnel that they actually employ and are able to provide within the City of Watertown;
- (e) Update the City Finance Office with any change in information regarding its attendants and drivers annually, and regarding its ambulances within five days of purchase, lease or rental;
- (f) Post in an obvious location within the ambulance, and within each place of business, a schedule of rates for ambulance services;
- (g) Report to the City Finance Office any property damage in excess of \$1,000 caused by or to a licensed ambulance and any personal injury to the public or ambulance personnel that requires medical attention within five working days after the event which caused the loss or injury;
- (h) Provide immediate notice to the City Finance Office of the discontinuance of ambulance service within the City of Watertown;
- (i) Deliver service to any call for ambulance service received by the licensee, unless aid is declined or for other reasons beyond the control of the attendant;
- (j) Only provide ambulance service on request received by the attendant or driver of the ambulance, or received by the ambulance service; and
- (k) Abide by all applicable federal, state, and local laws, including all state standards for personnel credentials, equipment, supplies, and ambulance maintenance whenever the ambulance is transporting patients.

**12.1108      Liability insurance required.**

- (a) No ambulance service license shall be issued under this Chapter, nor shall such license be valid after issuance, nor shall any ambulance be operated in the city, unless there is at all times in force and effect insurance coverage for the protection of the public, issued by an insurance company licensed to do business in the state, for each and every ambulance owned or operated by or for the applicant or licensee, providing:
  - 1. For injury to or death of individuals in accidents resulting from any cause for which the owner of said ambulance would be liable on account of liability imposed on him/her by law, regardless of whether the ambulance was being driven by the owner

or his/her agent, with a limit of liability of not less than one million dollars (\$1,000,000).

2. Against damage to the property of another, including personal property, under like circumstances, with a limit of liability of not less than one million dollars (\$1,000,000).

(b) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the assured, and that until the policy is revoked, the insurance company will not be relieved from liability on account of nonpayment of premium, failure to renew license at the end of the year, or any act or omission of the named assured.

(c) Every insurance policy required hereunder shall extend for the period to be covered by the license applied for and the insurer shall be obliged to give not less than 10 days written notice to the City Finance Office and to the assured before any cancellation or termination of the policy earlier than its expiration date and the cancellation or other termination of any such policy shall automatically revoke and terminate the licenses issued for the ambulances covered by such policy, unless another insurance policy complying with the provisions of this section shall be provided and be in effect at the time of such cancellation or termination.

#### **12.1109          Suspension or revocation of licensure.**

The City Council may and is authorized to suspend or revoke a license issued hereunder for failure of the ambulance service to comply and to maintain compliance with, or for any violations of, any federal law, state law, or any Revised Ordinance of the City of Watertown, but only after warning and such reasonable time for compliance may be set by the City Council. Within 30 days after a suspension, the ambulance service shall be afforded a hearing, after reasonable notice. The City Council shall, within 30 days after conclusion of the hearing, issue a written decision (which shall include written findings) as to the suspension of the ambulance service, and whether the ambulance service's license is revoked. The written decision shall be promptly transmitted to the ambulance service to whom it refers. Upon suspension or revocation of an ambulance service license issued hereunder, the ambulance service shall cease operations as such and no person shall permit the ambulance service to continue operations.

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 16-19 was published in the Watertown Public Opinion, the official newspaper of said City, on this \_\_\_\_ day of October, 2016.

Rochelle M. Ebbers, CPA

First Reading: September 19, 2016

Second Reading:

Published:

Effective:

City of Watertown

Attest:

\_\_\_\_\_  
Rochelle M. Ebbers, CPA  
Finance Officer

\_\_\_\_\_  
Steve Thorson  
Mayor

To: Watertown City Mayor and City Council Members

Date 09/13/2016

From: Watertown Lions Club

Reference to: Lions Park improvements

Dear Mayor Thorson:

The Watertown Lions Club is in the process of making improvements to the Watertown Lions Park in the sum of \$350,000.00 with completion in the near future. With the participation of the Lions Club's members representing the different construction disciplines and in kind donations we feel we can complete construction of this restroom/picnic shelter for \$200,000.00. We would request a loan or line of credit for the amount of \$200,000.00 with a rate of zero or near zero percent interest.

The Watertown Lions has \$60,000.00 cash on hand and intend to raise the remainder amount from the community of Watertown. This loan will allow the Lions to complete this project in a timely manner without waiting for funding campaign pledges to be received. We would request a term of three years maximum pay back; these terms will allow us to receive pledges on a three year payout. We feel with a three year payout the pledges will be of a significant higher dollar amount than with a one year payout.

The Watertown Lions Club has just started our fund raising campaign and we have already received interest in the three year payout term, for over \$20,000.00.

When this project is completed it will be turned over to the City of Watertown for complete ownership.

Thank You

Tom E Marquardt

Watertown Lions Club

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

**CITY OF WATERTOWN – WATERTOWN DEVELOPMENT COMPANY**  
**PROPERTY PURCHASE AND DEVELOPMENT AGREEMENT 2016**

The parties to this agreement are the City of Watertown, a South Dakota municipal corporation (hereinafter referred to as “City”), and Watertown Development Company, a South Dakota economic development corporation, of Watertown, South Dakota (hereinafter referred to as “WDC”).

**RECITALS**

A. The City and WDC recognize the need for the acquisition of land for the purposes of sale, rental, and development in order to facilitate and promote economic development and the general welfare of the City of Watertown.

B. The parties hereto desire to enter into an agreement to provide for the purchase of the real estate described in paragraph 1 below by WDC, and for the ongoing management of said land or property, payment of expenses and costs related thereto, and distribution of receipts from said real estate in the form of rent, sales proceeds, or other forms of remuneration, for future land and property acquisition for economic development purposes that benefit the general welfare of the City of Watertown.

C. The parties recognize the governmental and legislative authority and functions of the Watertown City Council, and seek, by this agreement, to not erode, devolve, or otherwise affect the ability of future City Councils to exercise their authority to appropriate public funds and approve the creation of public improvements.

**AGREEMENT**

Therefore, the parties agree:

1. The property which is the subject of this agreement is preliminarily described as: SE1/4 INC ABANDONED RR LAND LESS N495' & LESS S487' N982' LESS E850' & LESS S825' N1320' E850' NE1/4 SE1/4 ALL LESS LOT H1, in Section 4, Township 116 North, Range 52 West of the Fifth P.M. in Codington County, South Dakota, consisting of 87.17 acres, more or less, with the legal description to be determined by survey, (the "Property").

2. **Acquisition of Property.** The parties anticipate acquisition of the Property described above by virtue of a Real Estate Purchase Agreement between Joan S. Endres, Seller, and WDC, as Buyer. The purchase price for the Property is approximately \$1,569,060.00. Funds for the purchase shall be provided 49.9% (or \$782,960.94) by the City and 50.1% (or \$786,099.06) by WDC. Upon closing of the purchase, legal title to the Property shall be vested in WDC, subject to the rights and obligations of the parties pursuant to this Property Purchase and Development Agreement.

3. **Profits and Losses.** The parties shall share in the profits and losses resulting from the sale, rental, ownership or development of the Property described above, as follows:

City	49.9%
WDC	50.1%

The parties expect that the sale or rental proceeds will be sufficient to cover the operating expenses, real estate taxes, special assessments, and related costs attributable to the property. If, however, before all of the property described above is sold, a transaction may occur which does not generate sufficient proceeds to cover such taxes, assessments, costs and expenses, the City and WDC may agree, in writing, to proceed with the transaction notwithstanding the failure of the transaction to cover such real estate taxes, assessments, costs or expenses for the property subject to the proposed transaction.

4. **Development.**

A. For so long as WDC holds title to any of the Property, WDC shall pay the real estate taxes and any special assessments, as defined under South Dakota statute, attributable thereto. Upon the rental or sale of the Property, WDC shall be reimbursed first for such taxes, assessments expenses paid by WDC, and the remaining proceeds shall be distributed to the parties in the percentages set forth above.

B. After the reimbursement to WDC as described above, the City agrees to place 100% of its share of the sale or rental proceeds into a restricted cash account, designated for the purposes of economic development, land acquisition, and infrastructure development. The primary objective of this reserved fund is to benefit the community as measured by increased employment, payroll, business volume, business investment, and corresponding factors.

C. The parties shall use their best efforts to develop the streets, water and sewer lines, gas and electrical services, as well as such other infrastructure, landscaping and services as are necessary or desirable on or for the Property in an orderly and prudent manner. The parties will make reasonable attempts to develop the Property so as to minimize the development expenses, but shall have the authority to deviate from development plans upon their written agreement. The parties will cooperate with each other and seek all available sources of funding including concessions, grants and loans from the State of South Dakota, Codington County, Municipality of Watertown, and any other sources that may be available to develop the infrastructure.

D. The rental price, or sale price, of the Property, or any portions or parcels thereof, shall be established by the Management Committee from time to time. Any decision of the Management Committee regarding the tentative sale price, purchase terms, and purchaser for any portions of parcels of the Property shall be presented to the City Council in full prior to approval.

E. Profits from the sale or rental of the Property, or any portions or parcels thereof, shall be determined by pro rating and accruing the costs of developing the Property as it is leased or sold. Profits shall be determined following reimbursement to WDC of the real estate taxes and assessments paid by WDC, as well as any other related costs or expenses incurred and paid by WDC for the purposes described herein. Profits distributed to WDC shall be utilized by WDC for its ongoing economic development projects and expenses.

5. **Management.** A Management Committee shall be composed of five persons. Three shall be appointed by WDC to serve at its pleasure, and two shall be appointed by the City to serve at the pleasure of the City. Each member shall have one vote, and the vote of four of the five members shall constitute the action of the Committee.

The day-to-day management and operation of the property subject to this Agreement shall be conducted by the Executive Director of WDC, subject to the directions of the Management Committee.

All decisions relating to this Property Purchase and Development Agreement shall require the affirmative vote of four of the members of the Management Committee. If, however, a proposed transaction fails on a 3-2 vote in favor, due to the inability to obtain a four vote super-majority, the denial of the transaction may be submitted to the Watertown City Council and the governing board of the Watertown Development Company. If the Watertown City Council and the governing board of Watertown Development Company both approve the transaction, it shall be approved as if it had received a four vote majority of the Management Committee. This procedure for the approval by the Watertown City Council and governing board of Watertown Development Company shall apply only to proposed transactions that are denied for failure to receive a four vote majority of the Management Committee. This procedure for “appeal” to the Watertown City Council and governing board of Watertown Development Company shall not be available in such cases where a proposed transaction or the action of the Management Committee receives an affirmative vote of four members of said Management Committee.

Subject to the foregoing procedure for the “appeal” of proposed transactions or action of the Management Committee, all decisions relating to this Property Management Committee—the sale or rental of lots, the price or rent thereof, and the approval of recommendations to present to the City Council regarding public infrastructure development or construction—shall require the affirmative vote of four members of the Management Committee. Any future development expenses and any other related expenses shall be borne by the parties in accordance with their respective interests as set forth in paragraph 3 above, with the further understanding that the City is not required to make any additional appropriations of funds to cover any such expenses.

6. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, certified. Unless otherwise designated by either party in writing, such notice shall be mailed to the following addresses.

FOR THE CITY:

City of Watertown  
Attention: Mayor  
P. O. Box 910  
Watertown SD 57201

FOR WDC:

Watertown Development Company  
Attention: Executive Director  
P. O. Box 332  
Watertown SD 57201

7. **Termination.** This agreement shall terminate upon the conveyance of the last of the portions or parcels of the property described in paragraph 1 above. In the event that WDC would dissolve and no longer exist, legal title to the real estate subject to this agreement, having a value of 49.9% of the value of the remaining real estate, shall be deeded to the City.

8. **Effective Date and Binding Effect.** This Agreement shall be effective as of \_\_\_\_\_, 2016, and inure to the benefit of and be binding upon the parties, their legal representatives and assigns.

9. **Authority.** By signing below, the representatives of the City and WDC represent that the execution, delivery and performance of this Agreement have been duly authorized by the respective governing bodies, and all required consents and approvals have been duly obtained.

10. **Integration and Modification.** This Agreement represents the final agreement of the parties, and all other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof. No changes, amendments or alterations shall be effective unless in writing and approved by the City Council and the Board of the WDC.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF WATERTOWN

BY: \_\_\_\_\_  
Steve Thorson, Its Mayor

ATTEST:

\_\_\_\_\_  
Rochelle M. Ebbers, Its Finance Officer  
(SEAL)

WATERTOWN DEVELOPMENT COMPANY

By: \_\_\_\_\_  
Jill Fuller, Its Board Chair

STATE OF SOUTH DAKOTA

SS

COUNTY OF CODINGTON

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Steve Thorson and Rochelle M. Ebbers, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Watertown, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Watertown by themselves as Mayor and Finance Officer.

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

\_\_\_\_\_

Notary Public, South Dakota  
My Commission Expires:

(SEAL)

STATE OF SOUTH DAKOTA

SS

COUNTY OF CODINGTON

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned officer, personally appeared Jill Fuller, who acknowledged herself to be the Board Chair of Watertown Development Company, a corporation, and that she, as such Board Chair, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Board Chair.

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

\_\_\_\_\_

Notary Public, South Dakota  
My Commission Expires:

(SEAL)



# BUSINESS SERVICE ORDER

**BUSINESS:** City of Watertown - 23 2nd Street

**CONTACT:**

**Phone:**  
**Fed Tax ID:**

**Date:** 08/24/2016  
**Quote #:** OPP-036457

**PHYSICAL ADDRESS**  
23 2nd Street NE

**BILLING ADDRESS**

**CONTRACT TERM**  
60 month(s)

**SALES REP**  
Brett Ritter  
(605) 965-9574  
brett.ritter@vastbroadband.com

Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Phone</b>						
Telecloud Auto Attendant		New	1	\$20.00	\$0.00	\$20.00
Telecloud Polycom 310 rental		New	1	\$0.00	\$0.00	\$0.00
Telecloud Polycom 500 rental		New	1	\$0.00	\$0.00	\$0.00
TeleCloud Unlimited LD		New	1	\$0.00	\$0.00	\$0.00
Vast TeleCloud Premium	TeleCloud Executive Seat with UC	New	1	\$23.00	\$0.00	\$23.00
TeleCloud Gateway		New	1	\$0.00	\$0.00	\$0.00
TeleCloud Hunt group TN		New	1	\$10.00	\$0.00	\$10.00
Telecloud Management Fee	Telecloud Management Fee	New	1	\$1.25	\$0.00	\$1.25
Vast TeleCloud Standard		New	1	\$20.00	\$0.00	\$20.00
*Pricing subject to approval after internal review*				<b>Total:</b>		\$ 0.00
					\$ 0.00	\$ 74.25

<b>Special Instructions:</b>	The locations and quantity's of services agreed to are contained in Addendum 1 attached and Addendum 1 is part of and incorporated into this agreement. The terms of this agreement apply to all services outlined in Addendum 1
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<b>Promotional Offer Details:</b>	
-----------------------------------	--

<b>Directory Listing Information - Address:</b>			
<b>Directory Listing:</b>		<b>YP Heading:</b>	
<b>Listing:</b>		<b>SIC Code:</b>	
<b>Phone:</b>		<b>YPH Code:</b>	

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV surcharge and other programming cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to annual increases.

\_\_\_\_\_ (Initials)



## **VAST BROADBAND BUSINESS CUSTOMER AGREEMENT**

This VAST BROADBAND Business Customer Agreement sets forth the terms and conditions under which VAST BROADBAND Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of VAST BROADBAND Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "VAST BROADBAND", "we", "us", or "our". The Services will be provided to you by the VAST BROADBAND company that operates in your service area.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to VAST BROADBAND, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by VAST BROADBAND either electronically or in writing, (ii) VAST BROADBAND begins providing the Services described in the Service Order, or (iii) VAST BROADBAND begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon VAST BROADBAND's engineering review to determine the serviceability of the premises. If VAST BROADBAND determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

**2. Terms and Conditions of Service.** Customer's use of the VAST BROADBAND Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <https://www.vastbroadband.com> (the "General Terms"), which may be modified by VAST BROADBAND from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <https://www.vastbroadband.com> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by VAST BROADBAND from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable VAST BROADBAND Tariffs, which are available for review at <https://www.vastbroadband.com>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by VAST BROADBAND, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the VAST BROADBAND Web site at <https://www.vastbroadband.com> (or any successor url(s)). Accordingly, customers and users of the VAST BROADBAND Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if VAST BROADBAND makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If VAST BROADBAND agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to annual increases. Other prices are subject to change. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and charges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO VAST BROADBAND'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: VAST BROADBAND'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. VAST BROADBAND MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE VAST BROADBAND MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY VAST BROADBAND IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF VAST BROADBAND DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR VAST BROADBAND SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR VAST BROADBAND PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE VAST BROADBAND SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER VAST BROADBAND PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, VAST BROADBAND SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**6. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.



**7. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to VAST BROADBAND, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

**8. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to VAST BROADBAND for the listing service.

**9. Term and Termination; Early Termination Fee.** The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. If VAST BROADBAND terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be the reasonable expenses and costs incurred by VAST BROADBAND through the date of termination including but not limited to any third party costs incurred by VAST BROADBAND, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from VAST BROADBAND, if less than twelve months) purchased from VAST BROADBAND multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of VAST BROADBAND including, but not necessarily limited to, construction and installation costs, discounts or credits or competitive contract buyout charges. Customer agrees that VAST BROADBAND's damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

**10. Access to Premises and Installation of System.** Customer grants VAST BROADBAND the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to VAST BROADBAND, shall secure and maintain all necessary rights of access to the service location(s) for VAST BROADBAND to install, operate and remove its equipment and provide the Services. VAST BROADBAND in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If VAST BROADBAND's access rights to the service location are terminated or restricted, early termination fees will apply.

**11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**12. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both VAST BROADBAND and our program provider. Customer shall indemnify and hold VAST BROADBAND harmless against and from any violation of this provision.

**13. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized VAST BROADBAND Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on VAST BROADBAND. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without VAST BROADBAND's prior written consent. The parties acknowledge that VAST BROADBAND is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of VAST BROADBAND under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.**

VAST BROADBAND INTERNET, CABLE AND PHONE

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Brett Ritter

Title: Dir, Business Sales

CUSTOMER

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Service Address: 23 2nd Street NE

Phone: \_\_\_\_\_

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) VAST BROADBAND may contact me at the phone number above (or such other phone number or email address provided by me to VAST BROADBAND), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) VAST BROADBAND manages its Internet Network according to specific Practices and Procedures, which can be found at <https://www.vastbroadband.com>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <https://www.vastbroadband.com>.

**PIN #** \_\_\_\_\_

VAST BROADBAND requires that you create a 4-digit PIN that will be required when you request changes to your VAST BROADBAND Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify VAST BROADBAND if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with VAST BROADBAND on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact VAST BROADBAND and change the PIN. VAST BROADBAND is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



**ADDENDUM No 1  
Telecommunications and Data Services**

This Addendum is attached to and is specifically made a part of the Agreement dated \_\_\_\_\_ between the Parties indicated by the signatures below. The defined terms in the Agreement remain the same for the Addendum. This Addendum is effective on Execution (“Effective Date ”). The Addendum describes the locations of the services, the quantities of the services agreed to. The addendum also clarifies the term on the agreement and special termination clause as well as additional services provided to the customer.

**Below is a list of Locations and services agree to at each location**

Name & Address	Number of Executive Seat	Number of Standard Seats	Internet	Auto Attendants	Hunt Groups
City Hall – 23 Second Street NE	18			3	5
Fire 1 - 129 1 Ave NW	23			2	2
Fire 2 – 500 Golf Course Road	13				1
Mount Hope Cemetery – 1133 11th Ave NE	1				
REC- – 200 9th St NE	17				1
Library – 160 6th St NE	14				1
Airport – 2416 Boeing Ave	3				
Police Department – 128 N Maple	50				2
Solid Waste - 45605 175th St	5				1
Street - 730 Arrow Ave	4				
Zoo – 800 10th St NW	6				1
Upper Big Sioux - 800 10th St NW #3	3				
Waste Water - 1300 11th St SE	12			1	1
Event Center - 1901 9th Ave SW	12			1	1
Field House – 1900 W Kemp	2			1	
Auditorium – 125 S Broadway	3				
Ice Arena – 112 21st St SW	2				
Golf Course – 351 S Lake Dr	2				
Golf Shop – 267 S Lake Dr	2				
Aquatic Center - 3rd St SW	5				1
Park Shop – 912 10 Ave NW	3				

1. In addition to these services Vast Broadband agrees to deliver WAN transport services to the below locations with the specified network and bandwidth at no additional charge to the city provided that Vast Broadband maintains at least \$1,000 in Internet revenue per month and essentially all of the Voice services for the City.

Name & Address	Minimum bandwidth	Network Facilities
City Hall – 23 Second Street NE	25Mbps	Fiber
Fire 1 - 129 1 Ave NW	25Mbps	Fiber
Fire 2 – 500 Golf Course Road	25Mbps	HFC
Mount Hope Cemetery – 1133 11th Ave NE	NA	NA
REC- – 200 9th St NE	25Mbps	Fiber
Library – 160 6th St NE	25Mbps	Fiber
Airport – 2416 Boeing Ave	25Mbps	HFC
Police Department – 128 N Maple	25Mbps	Fiber
Solid Waste - 45605 175th St	NA	NA
Street - 730 Arrow Ave	25Mbps	HFC
Zoo – 800 10th St NW	25Mbps	Fiber
Upper Big Sioux - 800 10th St NW #3	25Mbps	HFC
Waste Water - 1300 11th St SE	25Mbps	Fiber
Event Center - 1901 9th Ave SW	25Mbps	Fiber
Auditorium – 125 S Broadway	25Mbps	HFC
Golf Course – 351 S Lake Dr	25Mbps	HFC
Golf Shop – 267 S Lake Dr	25Mbps	HFC
Aquatic Center - 3rd St SW	25Mbps	HFC

2. **Term:** The term of this agreement is for 60 months starting when all services are installed. It is the spirit of the parties to fulfill this term however Vast Broadband agrees to release the City from the agreement without term penalty if the city council discusses the matter and passes a majority vote acknowledging termination of the agreement despite the spirit in which the agreement was originally approved.

IN WITNESS WHEREOF, the Parties have signed this Addendum in duplicate on the Effective Date.

**Vast Broadband**

**City of Watertown**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_



# Business Customer Agreement

*General terms and conditions, updated 3/19/15*

The Customer (sometimes referred to as "you" or "your") identified on the Business Customer Agreement and/or applicable Service or Work Order for the installation and delivery of VAST cable, phone and/or Internet services (the "Service" or "Services") agrees to be bound by the provisions of: (i) the General Terms and Conditions set forth herein (the "Agreement"); (ii) the terms and conditions set forth in the Business Customer Agreement; (iii) acceptable use, privacy or other policies, or service guides (the "Service Policies") adopted by VAST, which may also include separate service level, product description, service usage or other service agreements ("Ancillary Agreements"); and (iv) for VAST circuit switched phone customers, the terms and conditions of any applicable VAST tariffs, which are available for review on this website are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement (collectively, the "Terms"), as the same may be adopted and amended from time to time by VAST in accordance with the Terms and applicable law. We refer to the operating company subsidiary of VAST Internet, Cable and Phone.. that owns and/or operates the cable television system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "VAST", "we", "us", or "our". The Services will be provided to you by the VAST company that operates in your service area. In the event of a conflict or inconsistency among these documents, precedence will be as follows: (1) any jointly executed Ancillary Agreement or amendment or addendum to this Agreement ("Addendum"), (2) these General Terms, (3) the Service Policies, and (4) the Customer Agreement.

## Subscription to Services

Vast offers its business cable (video), Internet and phone Services as they may exist from time to time and as more particularly described in this Agreement, the Business Customer Agreement and/or an applicable tariff, to Customers who establish an authorized business account ("Account") and pay the service fees to subscribe to the Services at rates and fees more particularly described in the Business Customer Agreement or business service order form (the "Service Order") or an applicable price list or tariff. All services are subject to the availability of necessary and suitable facilities, and Vast shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of a service, including but not limited to equipment and system requirements. Customer, by signing or submitting electronically the Business Customer Agreement (or by using or paying for the Services), subscribes to the identified Services at the specified service locations and agrees to use the Services in compliance with the Terms, as they may be revised, restated, amended and/or supplemented from time to time. Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day Phone Service is activated, Vast shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges. The Service Order shall become binding on the parties when (i) it is specifically accepted by Vast either electronically or in writing, (ii) Vast begins providing the Services described in the Service Order, or (iii) Vast begins installation for delivery of the Services described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to this Agreement.

## Tariffs

Notwithstanding anything to the contrary in this Agreement or the Terms, VAST may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in this Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. VAST's operating affiliates provides certain telephone services to some customers that are subject to applicable tariffs and/or price lists for the state or federal jurisdiction in which Service is provided, which are incorporated into this Agreement by this reference, and control in the event of a conflict with any other provision of this Agreement. Some VAST affiliates may also provide certain interconnection and other services to other VAST affiliates in other VAST service areas, in accordance with applicable state and federal tariffs. Said tariffs and/or price lists may be replaced, amended or changed from time to time by VAST or any regulator with jurisdiction, and the Parties agree to be governed by all applicable regulatory orders, rules, and regulations associated with VAST's provision of such Services. If VAST voluntarily or involuntarily cancels or withdraws a tariff, or if a tariff expires or is otherwise terminated, under which a Service is provided to Customer, the Service will thereafter be provided pursuant to this Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation, withdrawal, expiration or termination. In the event that VAST is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Service Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability. VAST has included copies of its applicable tariffs on its website at [vastbroadband.com](http://vastbroadband.com).

## Access to Premises and Installation of System.

Customer grants VAST the right to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to VAST, shall secure and maintain all necessary rights of access to the service location(s) for VAST to install and provide the Services. Customer further agrees: (i) to provide VAST's representative with access at reasonable times to the premises to install, inspect, replace, repair, relocate, alter, operate, remove and maintain the system supplied by VAST and, upon the termination of Service, to remove the system from the premises (it being understood that VAST's failure to remove its property shall not be deemed an abandonment thereof); (ii) not to permit, allow or encourage any other provider of cable, Internet or telecommunications services to utilize any component part or portion of the system installed by VAST; (iii) not to disturb, alter or change any of the locations of any of VAST's system; (iv) not to attach or connect any equipment or devices, directly or indirectly, to the system without the prior written consent of VAST; (v) not to utilize, interfere with or cause interference with any component part or portion of the system installed by VAST or permit any activity that would interfere with VAST's delivery of Services to the service locations; (vi) to cooperate with VAST in the installation of the system; (vii) to provide sufficient space within the premises for installation of system equipment and components; (viii) that the installation may require drilling, cutting and other alterations to improvements on the premises (including walls, flooring and/or other surfaces) and that VAST assumes no obligation to restore or repair any such alterations or damages adjacent to such alterations (except to the extent such damages are attributable to the sole negligence of VAST); (ix) to allow VAST, in its discretion, to use for the provision of VAST Services any existing wiring, conduit and/or other devices located within or installed upon the premises; and (x) to confer upon VAST all other rights and privileges reasonably necessary or convenient for VAST's safe and efficient installation, operation and maintenance of the system and for the full enjoyment and use of the rights described above. Customer agrees to indemnify and hold VAST harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of the breach of this Section. IF VAST'S ACCESS RIGHTS TO THE SERVICE LOCATION ARE TERMINATED OR RESTRICTED, EARLY TERMINATION FEES WILL APPLY.

Each Service Order submitted by Customer shall be subject to an engineering and system installation review by VAST. The review will determine the extent of existing cable plant and other facilities within the premises, and whether and to what extent VAST's cable plant must be extended, built or upgraded in order to provide the ordered Services at the requested service location(s) within the premises. VAST will provide Customer written notification in the event Service installation at any service location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected service location(s).

## General Use Policies, Limitations and Restrictions

The Services are to be used solely for general business and commercial purposes. Customer agrees that: (i) the Services provided by VAST will be utilized solely in accordance with all applicable laws and regulations and for Customer's use; (ii) Customer shall not sell, resell sublease, assign, license, sublicense, share, provide, or utilize in conjunction with or otherwise offer or make the Services available to other users, service locations or tenants, and shall not charge others to use the Services, in whole or in part, directly or indirectly, or on a bundled or unbundled basis. Customers are specifically prohibited from permitting other users and/or locations to access the VAST Internet service, whether through wireless or other means; and (iii) Customer will adhere to any VAST policies, rules and regulations provided to Customer. Customer acknowledges that VAST may change such policies, rules and regulations at any time.

Customer (or Customer's authorized representative and each end user of Customer's Account) is at least 18 years of age. Customer has provided and will continue to provide to VAST accurate, complete, and current Customer information, including but not limited to Customer's legal name, address, phone number(s), and payment data (including but not limited to credit card numbers and expiration dates). Customer agrees that during the term of this Agreement Customer will promptly notify us if there is any change in the information that Customer has provided to us in accordance with the terms of this Agreement. If Customer fails to provide and maintain accurate information, Customer is in breach of this Agreement.

Customer is responsible in all respects (including all payment obligations) for all use of its Account in all circumstances, including under any screen name or password by any person (a "user"), and even if incurred as the result of fraudulent or unauthorized use of the Services. VAST may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. VAST reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent, illegal or unauthorized use by Customer or any other user. Customer must ensure that all use of its Account complies fully with applicable laws and regulations, and the Terms, including any operating or acceptable use rules and policies that may be promulgated from time to time by VAST. Customer further acknowledges and agrees that it is solely responsible and liable for any and all breaches of the Terms, whether the breach is the result of use of the Services and/or any VAST Equipment or software by Customer, its employees, agents, customers, guests or other users. Customer agrees to indemnify, defend and hold harmless VAST and its affiliates, employees, officers, suppliers and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Services and/or the VAST Equipment or software or the breach of the Terms by Customer or any other user of the Services.

Use of the Services must respect the property rights of VAST and others. Title and intellectual property rights to the Services are owned by VAST, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. The copying, redistribution, reselling or publication of any part of the Services without express prior written consent from VAST and other owners of such material is prohibited.

VAST shall have the right, upon reasonable prior notice and during Customer's normal business hours, and subject to any reasonable security requirements, to audit Customer's use of the Service, to ensure Customer's compliance with these Terms and any applicable Business Customer Agreement. In the event that VAST's audit reveals that Customer's usage of the Service exceeds Customer's rights hereunder or under any applicable Business Customer Agreement, VAST may charge to Customer an amount equal to one and a half times the Service charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay VAST's then-current fees for such additional usage.

Any breach of this [Section 4](#) shall be deemed a material breach of this Agreement. In the event of such material breach, VAST shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of VAST, and then to notify Customer of the action that VAST has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

## Payment for Services

Unless otherwise agreed to in writing, Customer shall pay VAST all service installation charges prior to the installation of Services. Customer further agrees to timely pay all charges, taxes and fees for the Service, including, but not limited to, installation/service call charges, monthly service charges, VAST Equipment charges, measured, per call or other usage-based or separately billed charges, and the Separate Fees and Charges described in [Section 6](#). Except as otherwise indicated herein or in the applicable Customer Agreement or Service Order(s): (i) the Separate Fees and Charges and nonrecurring charges may be changed by VAST without notice during the Term; and (ii) recurring monthly charges for Services may be increased by VAST in accordance with [Sections 28 and 29](#).

## Pricing Policy

Prices and price guarantees exclude taxes and fees, however designated, including but not limited to applicable regulatory, PEG and franchise fees, and regulatory recovery fees, cost recovery charges, Subscriber Line Charges, Network Line Fees, PRI charges, other carrier access fees and/or access fees, Carrier Service Fees, surcharges, the Broadcast TV fee, Sports Surcharge, excises, program related fees (such as universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system), additional equipment, installation, late fee, service call and repair charges, and measured, per call or other usage-based or separately billed charges (collectively, the "Separate Fees and Charges"). The Separate Fees and Charges will vary depending upon your service location and the services to which you subscribe. Not all of the Separate Fees and Charges apply to all services. Customers who participate in a promotional offer with a discount on monthly service fees will revert back to the standard monthly fee for the service at the end of the promotional period, unless the customer's service is earlier terminated for any reason. **Any promotional, discounted or guaranteed price for service applies only to the price of the particular service or services identified, and excludes the Separate Fees and Charges.**

## Taxes, Fees and Other Charges

Customer shall pay all applicable local, state or federal fees or taxes, however designated (which includes any sales, use or excise taxes, and property taxes related to Customer's property). Customer will be responsible to pay any Service charges, payment obligations, fees and taxes that become applicable retroactively. VAST reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise and PEG fees (if any), regardless of whether VAST or its affiliates or non-affiliated carriers pay the fees directly or are required or authorized by an order, rule, or regulation of a taxing jurisdiction to collect them from or charge them to Customer. These obligations may include those imposed on VAST, its affiliates or non-affiliated carriers by statute, order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that VAST, its affiliates or non-affiliated carriers are required or authorized to collect from or charge to the Customer, or to pay to others in support of statutory or regulatory programs. For example, VAST may charge its commercial phone customers a monthly regulatory recovery fee to help defray VAST's contributions to certain governmental programs, and it may (directly or as an offset of all or part of the Subscriber Line Charge of its affiliated phone company, Momentum or other affiliated or non-affiliated interconnection carrier) charge a Subscriber Line Charge, Network Line Fee and/or Carrier Service Fee to offset costs associated with connecting customers to the telephone network and/or other regulatory costs. **These charges are not a tax, and are not government-mandated and are subject to change.** VAST may also impose a separate fee to recover or offset specifically identified costs, such as programming or retransmission consent costs. **VAST may impose a Broadcast TV fee, Sports Surcharge and similar cost recovery fees on those customers who subscribe (whether alone or as part of a bundle of services) to VAST cable television service. These fees are not a government mandated taxes or fees and are subject to change. The fees are in addition to other charges associated with the VAST cable television services.** Taxes, government-related fees and non-government mandated charges and fees may be changed at any time with or without notice. **The taxes, fees and charges will vary depending upon your service location and the services to which you subscribe.**

## Invoices; Late Fees and Other Charges

Recurring service charges and fees will be billed monthly in advance. Charges based upon actual use of the Service (including but not limited to charges for VOD, per-view, international calls, directory assistance, operator assisted calls, service calls, maintenance and repairs) will be billed in the next practicable monthly billing cycle following such use. Customer must pay all monthly charges for the Services on or before the due date stated on the monthly bill. Any amounts not paid to VAST within such period will be considered past due. Failure to pay charges invoiced or failure to pay on time may result in discontinuance of Service, the removal of equipment delivered and/or the imposition of interest, early termination charges, late payment charges (not to exceed the highest charges allowed by law) and/or service charges. **YOU WILL BE ASSESSED A LATE FEE PER MONTH FOR EACH ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 30 DAYS FROM THE BILLING DATE,** in addition to any past due balance. The current late fee is set forth in the price list applicable to your service area or can be provided to you on request. An additional charge may be imposed if a check or other form of payment is not honored due to insufficient funds or credit. If you make payment by check, you authorize VAST to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by VAST and that any such notations shall have no legal effect. In the event collection activities are required, a collection and/or trip charge (as determined by VAST in its sole discretion), in addition to all expenses and fees (including attorney fees) incurred by VAST will be paid by Customer. VAST reserves the right in its sole discretion to determine how to apply partial payments or payments received from Customers that subscribe to multiple or bundled services. If we accept a partial payment, we do not waive our right to collect the full balance owed to us. In the event Customer pays VAST an amount in excess of the amount invoiced for the current billing period cycle, Customer agrees that VAST will apply the overpayment to the Customer's next monthly billing statement. **Billing Statement Errors and Disputes.** Notwithstanding anything in these Terms to the contrary, Customer must provide to VAST written notice of any billing statement errors or disputed charges within sixty (60) days from the date of the bill. VAST. Customer should send written notice to: VAST Broadband Attn: Director of Business Services, 5100 S Broadband Lane, Sioux Falls, SD 57108.. Customer must have and present a reasonable basis for disputing any amount charged. If Customer fails to object to a billing statement in writing within the 60 day period, Customer waives its right to a refund or credit associated with such billing error or dispute. In all events, Customer is required to pay the undisputed amount of the billing statement. Customers who choose the recurring payment option agree that they are responsible for ensuring that accurate deductions are in place with their financial institution. In no event will VAST be liable for reimbursement of inaccurate recurring payments unless notified in writing by Customer within sixty (60) days of the deduction. VAST does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to Customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit, service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. **Electronic Check Conversion.** When you pay your bill by check, you authorize us to either use the information from your check to make a one-time electronic funds transfer (EFT) from your account or to process the payment as a check transaction. When we use information from your check to make an EFT, **funds may be withdrawn from your account as soon as the same day we receive your payment,** and you will not receive your check back from the bank. If your payment is returned unpaid, you agree to pay a fee of up to \$30. Returned checks may be represented electronically.

## Third-Party Charges

Customer may incur charges from third party service providers that are separate and apart from the amounts charged by VAST. These may include, without limitation, charges resulting from accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or interactive video options or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

## Credit Approval and Deposits

This Agreement is contingent upon credit verification and approval of the Customer by VAST. Customer shall provide VAST with true and correct credit information requested by VAST. Customer authorizes VAST to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records and to disclose this information to appropriate third parties for reasonable business purposes. VAST, in its sole discretion, may deny the Services based upon an unsatisfactory credit history, or may condition the Services, which may include requiring (i) pre-payment for Services and other charges, and/or (ii) a security deposit, valid credit card on file or bank account information (EFT) to secure return of equipment and payment for Services and other charges. Any cash deposit will not, unless explicitly required by law, bear interest and shall be held by VAST as security for payment of Customer's charges. Customer understands and agrees that EFT's cannot be provided solely for security purposes. EFT's provided for security purposes will also automatically deduct the full balance due on Customer's Account on a monthly basis. By providing a cash security deposit, or a credit card or EFT number to VAST, Customer authorizes VAST to charge against the credit card or EFT or withdraw from any security deposit or account, for: (i) the repair cost or replacement value (as determined by VAST) of all VAST Equipment that is not returned to VAST undamaged within ten (10) business days after disconnection of Service; and (ii) amounts due to VAST for Services, fees and other charges. Customer will be refunded the balance of any cash security deposit (without interest unless otherwise required by law), and all or a portion of the amount charged to Customer's credit card or EFT for VAST Equipment, if payment has been made for all amounts due on Customer's Account and Customer returns the VAST Equipment undamaged. Unless otherwise required by applicable law, refunds of less than \$1.00 will only be paid upon Customer request.

## Recurring Charges

Upon Customer's written request and VAST's acceptance of such request, VAST will accept certain automatic credit card and bank account (EFT) payments for charges generated under the Agreement. By providing VAST with a credit card or EFT number, Customer authorizes VAST to charge the card or EFT for all charges generated under this Agreement, until (i) this Agreement is terminated or (ii) Customer provides sixty (60) days prior notice that VAST stop charging the credit card or EFT. Customer agrees to provide VAST with updated credit card, EFT or alternate payment information on a timely basis prior to the expiration or termination of the credit card or EFT on file or in the event that Customer's credit card or EFT limit is or will be insufficient to cover payment. If VAST is unable to charge Customer's credit card or EFT for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by VAST. VAST may limit the option to pay by credit card or EFT to specific Services or may discontinue acceptance of credit card or EFT payments in whole or in part upon thirty (30) days prior notice to Customer. Customer agrees that VAST is not liable for any NSF, overdraft or other charges or damages related to any EFT or credit charge against Customer's Account. Customer agrees to indemnify and hold VAST harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of a breach of this Section.

## Credit Allowances

Unless otherwise addressed in a separate service level or other written Ancillary Agreement between Customer and VAST, and except as provided below, in the event of complete failure of a Service due to a technical malfunction within VAST's control for twenty-four (24) consecutive hours or more, you are entitled to a prorated credit upon request. To qualify for an adjustment, you must request a credit within thirty (30) days of the failure. Notwithstanding the forgoing, VAST, its parent, affiliates and subsidiaries shall have no liability for interruption of any Service due to circumstances beyond its control, including without limitation, acts of God, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather. The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. **CUSTOMER AGREES THAT SUCH CREDIT IS CUSTOMER'S SOLE REMEDY FOR A DISRUPTION OF SERVICE. VAST AND ITS AFFILIATES, AGENTS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED.**

## Exceptions to Credit Allowances

Except as provided by applicable law or in an applicable service level or other Ancillary Agreement, a Service interruption shall not qualify for the Credits set forth herein if such Service interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through VAST, including, without limitation, Customer's users; third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement. The remedies set forth in this Section and [Section 12](#) shall be Customer's sole and exclusive remedy for any interruption in the Services, outage, unavailability, delay or other degradation in the Services or any VAST failure to meet the objectives of the Services.

## Confidential Information and Privacy

All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, suppliers and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, suppliers and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care. Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation. "Confidential Information" means all information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential," or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items. The non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this [Section 14](#) including, but not limited to, injunctive relief.

VAST's privacy policy and Internet Privacy Information Statement apply to VAST's handling of Customer confidential information. In the event of a conflict between the provisions of this Section and any provision of the privacy policy or statement, the applicable provision of the privacy policy or statement shall prevail in the resolution of the conflict. A copy of VAST's privacy policy and Internet Privacy Information Statement is available at [www.vastbroadband.com](http://www.vastbroadband.com).

VAST maintains a website that is available to both VAST customers and others. Use of the website is subject to the VAST Website Visitor Agreement and the VAST Website Privacy Statement, both of which are available for review at our website. By accessing and using the VAST website, you acknowledge your review of and consent to the VAST Website Visitor Agreement and the VAST Website Privacy Statement.

You agree that VAST may collect, use, store and disclose information concerning you and your use of the Services in the manner and for the purposes set forth in these terms, the VAST customer privacy policy and/or the VAST Website Privacy Statement.

Customer expressly grants VAST permission to disclose personally identifiable information relating to Customer or Customer's Account in response to (a) a government subpoena or warrant issued in a civil or criminal investigation or litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order. Customer further agrees that VAST may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

VAST is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

Although VAST will use commercially reasonable measures to maintain the security of the Services, VAST assumes no responsibility for the effectiveness of these security measures provided by VAST.

## VAST Equipment Installation; Loss or Damage

In order to provide Services, VAST must install in and upon the Customer's premises certain equipment, including, but not limited to, cabling and related splitters, cable modems, advanced modems and converters provided by VAST, and other equipment apparatus provided by VAST (excluding pre-existing conduit, cable and wiring and other equipment owned or purchased by Customer). VAST will use reasonable efforts to complete any equipment installation work as necessary to activate the service ("Activation") for each service location, as applicable. VAST SHALL HAVE NO LIABILITY FOR ITS DELAY IN THE ACTIVATION OF A SERVICE. Customer agrees to reimburse VAST for any loss or damage to VAST facilities or equipment resulting from any cause whatsoever, unless such damage or loss is due to VAST's sole negligence or willful misconduct. The VAST Equipment (including internal wiring installed by VAST) is and at all times shall remain the sole and exclusive property of VAST, and Customer agrees that Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the equipment to the premises or otherwise. Customer will not open, alter, misuse, tamper with or remove the VAST Equipment as and where installed by VAST, and will not remove any markings or labels from the equipment indicating VAST (or its suppliers) ownership or serial or identity numbers. Upon termination of a Service or Services, for whatever reason, Customer acknowledges that its right to possess and use the VAST Equipment shall likewise terminate. In such event, the VAST Equipment shall be returned to VAST in the same condition as when received, ordinary wear and tear accepted. Customer will be billed by VAST for any charges relating to damages exceeding ordinary wear and tear. Customer agrees to safeguard the VAST Equipment from loss or damage of any kind, and (except for any self installation procedures approved by VAST) will not permit anyone other than an authorized representative of VAST to perform any work on the VAST Equipment. It is Customer's responsibility to ensure that it has adequate insurance for the equipment and facilities supplied by VAST and for the loss of or interruption in the Services.

## Software

If and to the extent Customer requires the use of software in order to use the Services supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. This license will permit such use by Customer and any person authorized by Customer to use the Account, under any password or screen name, provided that Customer shall be responsible for all use of the Account. This license will commence upon acceptance of Customer's subscription for the Service and will terminate immediately upon termination of the Service to Customer for any reason. Customer may not claim title to, or an ownership interest in, any software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by VAST, including, without limitation, end-user license agreements for the software. VAST and its suppliers shall retain ownership of the software, and no rights are granted to Customer other than a license to use the software under the terms expressly set forth in this Agreement. In particular, Customer must agree and adhere to the applicable Digital Content License Agreement, which applies with respect to VAST's provision in connection with certain features of its internet Services of certain objects including their API's as well as images, photographs, templates, animations, video, audio, music, text and "applets", and "online" or electronic documentation.

Customer is permitted to archive the software, provided that all such copies contain the same copyright notices and proprietary markings as the original software. Customer will not engage in, and will not permit, any other copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of, or preparation of any derivative works based on the Software, all of which are prohibited.

Customer will return to VAST or destroy all software and any related written material together with any copies promptly upon termination of the Service to Customer for any reason.

## Third Party Software

VAST may provide (in the form of an available download, link to another company website, a CD provided to Customer by VAST, or otherwise) to Customer for use in connection with the Service or VAST Equipment certain software that is owned by third parties. Customer agrees to comply with the terms and conditions of use applicable to any software or plug-ins to such software distributed or used in connection with the Service or VAST Equipment. All such agreements are incorporated in this Agreement by reference. All end user licenses will terminate upon the termination of this Agreement, and, at such time, you shall destroy all versions and copies of all software received by you in connection with the Service or the VAST Equipment. VAST provides no warranty whatsoever for any such software and you agree to indemnify VAST against and hold VAST harmless from any claims, expenses, damages or liabilities of any kind related in any way to the download or use of any such third party software.

## Maintenance and Repairs

VAST will repair damage to or, at VAST's option, replace VAST Equipment, modify software, and otherwise attempt to correct interruptions of Service, due to VAST Equipment wear and tear or technical malfunction within VAST's control, at VAST's expense. Other repair or replacement, including charges for troubleshooting, maintenance and repairs attempted or performed by VAST or its contractors when the trouble report results from Customer Equipment, will be at Customer's expense. VAST may from time to time suspend Service for routine maintenance or rearrangement for a short period of time. VAST will endeavor to give Customer advance notification of such suspensions of service. VAST's liability, if any, resulting from a Service suspension or Service outage shall be limited in accordance with [Sections 12 and 13](#) of this Agreement. VAST does not provide or guarantee continuous service and shall be liable for service interruption only to the extent specified in this Agreement, as described in any applicable State or Federal tariff, or in accordance with applicable law.

## Remote Customer Support

As part of the Services, VAST will provide a telephone number and email address for inquiries and remote problem support for service disruption. VAST shall provide support directly to Customer and to Customer employees. The scope of remote support services shall be as determined by VAST in its sole discretion from time to time. The support provided is for your use of the Services by means of the VAST Equipment installed by or on behalf of VAST and the software, if any, only.

## Customer Equipment

Customer agrees that use of the Services requires certain equipment provided by Customer such as a personal computer, cable modem and/or an appropriate operating system ("Customer Equipment"). VAST shall have no obligation to provide, maintain or service the Customer Equipment. The current minimum technical and other requirements for Customer Equipment (including without limitation required computer hardware) in connection with the Services are posted on our website at [vastbroadband.com](http://vastbroadband.com) or on another web site about which you have been notified. These minimum requirements may be revised by us from time to time. If you proceed with the installation of or use the Service in conjunction with Customer Equipment that does not meet the minimum requirements (a "Non-Recommended Configuration"), you agree that (i) you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the cable modem, and (ii) the following limitation of liability shall apply: NEITHER VAST NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT, INCLUDING WITHOUT LIMITATION CUSTOMER'S COMPUTER, PERIPHERALS, SOFTWARE OR DATA. NEITHER VAST NOR ANY OF ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement. Customer represents that it owns the Customer Equipment or otherwise has the right to use such equipment in connection with the Services. VAST assumes no responsibility for the condition or repair of any Customer Equipment or other equipment owned by any third party. VAST is not responsible or liable for any loss, impairment or disruption of a Service due, in whole or in part, to a malfunction or defect in such Customer Equipment. If any Customer Equipment requires modification or reprogramming to make it compatible with VAST provided Service, VAST shall not be liable for any applicable costs associated with modification or reprogramming charges. Customer further: (i) agrees to adequately repair and maintain all of the Customer Equipment and third party equipment (including any pre-existing internal wiring) so that it does not interfere with the normal operations of the VAST's broadband system; (ii) agrees that it will not attach anything to the internal wiring or equipment that impairs the functionality or integrity of VAST's broadband system; and (iii) represents and warrants that it owns the cable, wiring (and devices connected to that wiring) and conduit currently located within and upon the premises and agrees that VAST shall have full access to and use of such cable, wiring and conduit for the provision of VAST's services during the term of this Agreement.

## **General Warranty Limitations; Limitation of Liability**

CUSTOMER UNDERSTANDS AND AGREES THAT ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE CUSTOMER'S USE IS ENTIRELY AT ITS OWN RISK. VAST, ITS PARENT, AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, LICENSORS, DISTRIBUTORS, CONTRACTORS AND AGENTS (THE "VAST ENTITIES") MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES BEING OFFERED, ITS NETWORK, ANY OF ITS SYSTEM EQUIPMENT OR SOFTWARE, OR THE NETWORKS, SYSTEMS OR SOFTWARE OF THIRD PARTIES, OR ANY EQUIPMENT USED BY THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS, TO THE FULLEST EXTENT POSSIBLE. VAST SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY, AND MAKES NO WARRANTY, FOR THE SUBSTANCE, ACCURACY OR QUALITY OF PROGRAMMING OR INFORMATION OBTAINED THROUGH ITS SYSTEM OR NETWORK, OR THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, VIRUS-FREE, ERROR-FREE OR FREE FROM OTHER HARMFUL COMPONENTS. VAST MAKES NO WARRANTY THAT THE QUALITY OF THE SERVICES WILL MEET CUSTOMER'S EXPECTATIONS. THE SERVICE IS NOT FAIL-SAFE AND IS NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS REQUIRING FAIL-SAFE PERFORMANCE OR IN WHICH AN ERROR OR INTERRUPTION IN THE SERVICE OR BREACH OF SECURITY COULD LEAD TO SEVERE INJURY TO BUSINESS, PERSONS, PROPERTY OR ENVIRONMENT ("HIGH RISK ACTIVITIES"). THESE HIGH RISK ACTIVITIES MAY INCLUDE, WITHOUT LIMITATION, SITUATIONS REQUIRING FAIL-SAFE PHONE AND EMERGENCY SERVICE ACCESS DUE TO MEDICAL CONDITIONS OR OTHER EMERGENCIES, VITAL BUSINESS OR PERSONAL COMMUNICATIONS, OR ACTIVITIES WHERE ABSOLUTELY ACCURATE DATA OR INFORMATION IS REQUIRED. CUSTOMER EXPRESSLY ASSUMES THE RISKS OF ANY DAMAGES RESULTING FROM HIGH RISK ACTIVITIES. CUSTOMER UNDERSTANDS AND ACCEPTS THE RISKS ASSOCIATED WITH FAILING TO BACK-UP ALL EXISTING COMPUTER FILES BY COPYING THEM TO ANOTHER STORAGE MEDIUM. THE VAST ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, COMPUTER PERIPHERALS, FILES, INFORMATION OR DATA. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH "FILE SHARING." CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT VAST HAS NOT MADE ANY GUARANTEES OR PROMISES WITH RESPECT TO THE SPECIFIC DATE ON WHICH SERVICES WILL BE MADE AVAILABLE TO THE CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT VAST HAS ADVISED THE CUSTOMER NOT TO TERMINATE ANY SERVICES THAT IT IS NOW RECEIVING FOR OTHER SERVICE PROVIDERS IN RELIANCE ON VAST ESTIMATES AS TO WHEN SUCH SERVICE WILL BE AVAILABLE. EXCEPT FOR THE CREDITS SPECIFIED IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW: (I) IN NO EVENT SHALL THE VAST ENTITIES BE LIABLE FOR ANY DIRECT, EXEMPLARY, MULTIPLIED, STATUTORY, INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF GOODWILL OR PROFITS, WAGES, SAVINGS OR REVENUE, HARM TO BUSINESS, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY CAUSE WHATSOEVER), ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE CUSTOMER'S USE OF OR INABILITY TO USE VAST SERVICES, EQUIPMENT OR SOFTWARE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 911 SERVICES AND ALARM MONITORING SERVICES, DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, UNINTENDED SERVICE INFORMATION, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH VAST'S SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH LIABILITY; AND (II) IN NO EVENT SHALL THE VAST ENTITIES LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED THE LESSER OF THE TOTAL INVOICE AMOUNT INCURRED BY THE CUSTOMER DURING THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO SUCH CAUSE OF ACTION OR FIVE (\$5.00) DOLLARS. THE FEES FOR THE SERVICES SET BY VAST HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON VARIOUS FACTORS INCLUDING THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW THE VAST ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED IN THIS AGREEMENT.

## **Limitations on VAST's Liability for Customer Equipment and Software**

Customer Equipment may be damaged or suffer service outages as a result of the installation, self-installation, use, inspection, maintenance, repair, and removal of the VAST Equipment and the Services. Except for gross negligence or willful misconduct by us, the VAST Entities shall have no liability whatsoever for any damage, loss, or destruction to the Customer Equipment. In the event of gross negligence or willful misconduct by VAST, we shall pay at our sole discretion for the repair or replacement of the damaged parts up to a maximum of \$250. This shall be your sole remedy relating to such activity. When you use certain features of the Services, such as online features of the Services (where available), you may require special software, applications, and/or access to the Internet. VAST makes no representation or warranty that any software or application installed on your computer(s) or the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer(s), we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. THE VAST ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

VAST does not represent, warrant, or covenant that the installation of the software or applications described in the preceding paragraph or access to our web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER VAST NOR ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

<https://www.vastbroadband.com/business/help-center/business-customer-agreement/>

YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF OUR SERVICES. THE OPENING, ACCESSING OR USE OF YOUR COMPUTER, OTHER DEVICES USED IN CONNECTION WITH OUR SERVICES MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR OTHER DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S OR DEVICE'S HARDWARE OR SOFTWARE. NEITHER VAST NOR ANY OF ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR AGENTS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST THE VAST ENTITIES FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE VAST EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT.

## Limitations on VAST's Liability for Third Parties

Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components and/or features of the Services, including without limitation, their services, equipment, infrastructure, or content. VAST is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components or features of the Services. VAST shall not be bound by any undertaking, representation or warranty made by an agent, or employee of VAST or of our underlying third-party providers and suppliers in connection with the installation, maintenance or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including without limitation that of content providers (whether or not accessible directly from the Service). VAST is not responsible for any services, equipment, infrastructure, and content that are not provided by us (even if they are components or features of the Service), and we shall have no liability with respect to such services, equipment, infrastructure, and content. You should address questions or concerns relating to such services, equipment, infrastructure, and content to the providers of such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content that are distributed or advertised over the Services and VAST assumes no liability for any program or information distributed over the cable system. VAST shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the cable system or Services. The limitations of liability set forth in this Agreement apply to any acts, omissions, and negligence of VAST and its affiliates, employees, suppliers and agents which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.

CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE VAST ENTITIES FROM AND AGAINST ANY AND ALL CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED IN ANY WAY TO: (I) THE USE OF THE SERVICES, VAST EQUIPMENT OR SOFTWARE BY CUSTOMER (INCLUDING ITS EMPLOYEES, AGENTS AND OTHER USERS WHO ACCESS CUSTOMER'S ACCOUNT) OR OTHERWISE ARISING OUT OF THE USE OF CUSTOMER'S ACCOUNT, THE SERVICES, THE VAST EQUIPMENT OR SOFTWARE; (II) breach of this Agreement; and/or (III) violation of applicable law, including laws relating to libel, slander, protection of patents, copyrights, trademarks and other intellectual property rights. VAST reserves the right to terminate or suspend the Service, and/or remove content from the Service, if VAST determines, in its sole discretion, that Customer's use of the Service does not conform to the requirements set forth in this Agreement, interferes with VAST's ability to provide the Service, or violates any laws or regulations. VAST's actions or inaction under this Section shall not constitute review or approval of any use of the Service or content transmitted by Customer. Customer agrees to indemnify and hold THE VAST ENTITIES harmless from and against any and all liability arising from the content transmitted by Customer (or anyone using Customer's Account) by use of the Services.

THE VAST ENTITIES ARE INTENDED THIRD PARTY BENEFICIARIES WITH A RIGHT OF ENFORCEMENT OF THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND THE INDEMNITIES CONTAINED IN THIS AGREEMENT.

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## Binding Arbitration; Mediation

UNLESS PROHIBITED OR RESTRICTED BY APPLICABLE LAW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. ANY AWARD OF THE ARBITRATOR SHALL BE IN WRITING AND SHALL STATE THE REASONS FOR THE AWARD. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE POWER TO AWARD ANY DAMAGES IN EXCESS OF THE APPLICABLE LIMITS SET FORTH IN OR EXCLUDED UNDER ANY SECTION OF THIS AGREEMENT. EACH PARTY SHALL BEAR ITS OWN EXPENSES AND THE COST OF ARBITRATOR(S) SHALL BE SHARED. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO ATTORNEYS' FEES OR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY, OR MULTIPLIED DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. IF ANY CLAUSE WITHIN THIS ARBITRATION PROVISION (OTHER THAN THE CLASS ACTION WAIVER CLAUSE IDENTIFIED ABOVE) IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THAT CLAUSE WILL BE SEVERED FROM THIS ARBITRATION PROVISION, AND THE REMAINDER OF THIS ARBITRATION PROVISION WILL BE GIVEN FULL FORCE AND EFFECT. IF THE CLASS ACTION WAIVER CLAUSE IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THE ENTIRE ARBITRATION PROVISION WILL BE UNENFORCEABLE, AND THE DISPUTE WILL BE DECIDED BY A COURT. IN THE EVENT THIS ENTIRE ARBITRATION PROVISION IS DETERMINED TO BE ILLEGAL OR UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT IN A DISPUTE THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THIS ARBITRATION PROVISION, YOU AND VAST HAVE EACH AGREED TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

## Sole Remedies

Customer's sole and exclusive remedies are as expressly set forth in this Agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply to you. In such states, THE LIABILITY OF THE VAST ENTITIES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## Term and Renewal

The term of this Agreement shall be for the period specified in the Customer Agreement or Service Order (or, if not so specified, the term shall be one (1) year), beginning on the Commencement Date (the "Initial Term"). **Upon expiration of the Initial Term, this Agreement and each applicable Customer Agreement or Service Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s")), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Initial Term or the then current Renewal Term.** The then current General Terms and Service Policies shall apply for each Renewal Term. Effective at any time after the end of the Initial Term and from time to time thereafter, VAST may modify the charges for its recurring monthly Phone and Internet Services, subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Services pricing. VAST may modify the charges for its recurring monthly Cable services on an annual basis. All other charges (including, as applicable and without limitation, taxes, fees, regulatory recovery fees, cost recovery charges, carrier fees, Subscriber Line Charges, Network Line Fees, Carrier Service Fee, carrier access fees, the Broadcast TV fee, Sports Surcharge, and non-recurring, optional, measured, usage-based and special service charges such as: charges for international calls, directory assistance, time or usage based calls and/or operator assisted calls; charges for VOD, pay-per-view and other video service charges; and charges for other optional services and equipment not included in the base monthly service charge) may be modified at any time.

## Other Permitted Changes in Rates

In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in universal service fees or other government or quasi-government-imposed charges that increases the costs or other terms of VAST's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by VAST in providing the Service, Customer acknowledges and agrees that VAST may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided VAST notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies VAST at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that VAST is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and VAST is required under applicable law to apply those rates to Customer's purchase of Service under this Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern VAST's delivery of, and Customer's use or consumption of the Service. In addition, if VAST determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then VAST may terminate this Agreement as to any or all of the Services and may terminate any affected Orders, without liability by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

## Termination; Early Termination Charges

Either party may terminate this Agreement for cause if written notice via certified or registered mail is given to the other party at least thirty (30) days prior to termination specifying the cause for termination and requesting correction and such cause is not corrected within such thirty (30) day period. "Cause" is any material breach of the terms of this Agreement. Notwithstanding the forgoing, the Agreement may also be terminated by VAST for cause without prior notice: (i) if Customer uses the Services in violation of applicable law, or VAST's acceptable use or other policies; (ii) in accordance with any applicable tariff on file with applicable regulatory authorities; or (iii) if VAST determines in its sole discretion that the termination of Services and this Agreement is necessary to protect itself, its customers or the general public against acts of fraud and other unlawful activities. VAST may also terminate this Agreement immediately without incurring any liability whatsoever if: (i) any local, state, national or international law makes it unlawful for VAST to provide a service to Customer, or (ii) VAST is unable to secure or maintain the necessary facilities or utilities required to provide a service to Customer. If VAST terminates this Agreement for cause or Customer terminates this Agreement without cause, **Customer shall pay early termination charges.** If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be those reasonable expenses and costs incurred by VAST through the date of termination including but not limited to any third party cost incurred by VAST, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from VAST, if less than twelve months) purchased from VAST multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of VAST including, but not necessarily limited to, construction and installation costs, discounts or credits or competitive contract buyout charges. Customer agrees that VAST's damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains VAST Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect VAST's current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify VAST Customer Care by written notice to VAST at VAST Broadband, Attn: Manager of Business Customer Care, 5100 S Broadband Lane, Sioux Falls, SD 57108.

## Effect of Expiration or Termination of the Agreement or a Service Order

Upon the expiration or termination of a Service Order for any reason: (i) VAST may disconnect the applicable Service; (ii) VAST may delete all applicable data, files, electronic messages, voicemail or other information stored on VAST's servers or systems; (iii) if Customer has terminated the Service Order prior to the expiration of the Service Term without cause, or if VAST has terminated the Service Order prior to the expiration of the Service Term for cause, VAST may assess and collect from Customer applicable termination charges (as described above in [Section 30](#)); (iv) Customer shall permit VAST access to retrieve from the applicable service locations any and all VAST Equipment (however, if Customer fails to permit access, or if the retrieved VAST Equipment has been damaged and/or destroyed other than by VAST or its agents, normal wear and tear excepted, VAST may invoice (or collect from in accordance with [Section 10](#)) Customer for the full replacement cost of the relevant VAST Equipment, or in the event of minor damage to the retrieved VAST Equipment, the cost of repair, which amounts shall be immediately due and payable); and (v) if used in conjunction with the terminated Service, Customer's right to use applicable software shall automatically terminate, and Customer shall be obligated to return the software to VAST.

## Price Lists, Channel Line-ups and Service Information

While we try to ensure that all prices, channel line-up, programming and other information relating to our Services that we make available to you, online or offline, and whether in the form of advertisements, customer communications or customer information materials, is accurate at all times, we cannot be responsible for unintended inaccuracies, incorrect information or errors ("Unintended Service Information"). VAST is not responsible and shall have no liability or obligation with respect to Unintended Service Information. If we discover any Unintended Service Information, we will endeavor to correct the Unintended Service Information as soon as we become aware of it. VAST shall have the right to refuse or cancel any services based on Unintended Service Information. You agree to release, hold harmless and indemnify VAST and its affiliates, suppliers and agents from any and all liability arising from Unintended Service Information.

## Deletion of Customer Information

VAST and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Customer's voicemail, call detail, data, email, files, or other information that is stored on VAST's or its suppliers' servers or systems. Customer understands and acknowledges that VAST shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, email, files, or other information.

## Ownership of Telephone Numbers and Addresses

Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses. We may modify or change these numbers and addresses at any time without notice and shall in no way be required to compensate you for these changes.

## Password Security

For certain VAST services, VAST requires the creation of a customer user identification and/or password that enables access to services and account information. Customer agrees that it will immediately change any default user identification and/or password and will be responsible for the confidentiality, security and use of user identifications and/or passwords. Customer shall immediately notify VAST if there has been an unauthorized release, use or other compromise of any user identification or password. VAST shall not be liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's user identification and/or password.

## Additional Phone Service Terms, Restrictions and Advisories

In addition to the provisions of this Agreement generally applicable to all VAST Services, the following provisions more specifically apply to Customers that subscribe to certain of VAST's Phone Services. **In some of our service areas, we offer interconnected voice over IP (VoIP) phone services ("VOIP Phone"), which may include Hosted VoIP services. Our VoIP Phone services, as well as certain other specialized phone products, have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. In addition, we may provide or require additional Ancillary Agreements that have additional terms and conditions that apply to certain services.**

## Force Majeure

If VAST's (or any of its vendors, agents or suppliers) performance of any obligation under this Agreement is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, failure or malfunction of Customer Equipment or third party equipment, acts of God, explosions, vandalism, cable cuts, storms, fires, floods or other catastrophes, accidents, power failure, failures of telecommunications or computer resources, a third party supplier, fuel, energy, labor or materials, national emergencies, insurrections, terrorist act, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then VAST and its vendors, agents and suppliers shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. VAST shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch. VAST may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects VAST's ability to provide the Services herein.

## Telephone and Email Contact

We ask that you provide us with a contact email address (which may include that of a wireless or mobile device) and telephone number (which may be your home telephone, your cell phone, or another number that you provide to us). By providing us with these contact addresses and telephone numbers, you give us express consent to email and call you for purposes that include marketing our services to you and providing you with transactional or informational messages about your account and services (for example, we may call or email you about a new product or promotion, or if there will be a change or interruption in your services, or if we have a question about or want to provide you with information concerning your services, equipment, account, billing statement or a past due invoice), and these calls may include autodialed calls, pre-recorded and/or artificial voice messages. You further understand and agree that: (i) certain calls and emails (such as calls to a cell phone or an email to a wireless device) may result in data or airtime charges from your carrier, which are your responsibility; (ii) you will notify us immediately if your contact email or telephone number changes; and (iii) being included in any state or federal "do not call" registry will not be sufficient to remove you from VAST's phone marketing list. Please contact us if you do not want us to place telemarketing calls to you or send you marketing emails.

## Survival of Limitations

All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

## MODIFICATIONS TO THESE TERMS

VAST MAY REVISE, AMEND OR RESTATE THESE TERMS AND CONDITIONS FROM TIME TO TIME. IF WE ARE REQUIRED BY LAW TO GIVE YOU ADVANCE NOTICE OF A SIGNIFICANT CHANGE TO THESE TERMS REGARDING YOUR CABLE SERVICES, IT MAY BE PROVIDED ON YOUR MONTHLY BILL, AS A BILL INSERT, BY MAIL, E-MAIL, IN A NEWSPAPER, BY TRANSMISSION OVER OUR CABLE SYSTEM OR OTHER COMMUNICATION PERMITTED UNDER APPLICABLE LAW. MOREOVER, VAST WILL NOTIFY YOU OF OTHER CHANGES TO THESE TERMS REGARDING YOUR INTERNET AND/OR PHONE SERVICES BY POSTING A NEW VERSION OF THIS DOCUMENT ON THE VAST WEB SITE AT [HTTP://WWW.VASTBROADBAND.COM](http://www.vastbroadband.com) (OR ANY SUCCESSOR URL(S)) AND/OR BY E-MAIL OR POSTAL MAIL. ACCORDINGLY, CUSTOMERS AND USERS OF THE VAST SERVICES SHOULD REGULARLY VISIT OUR WEB SITE AND REVIEW THESE TERMS AND CONDITIONS TO ENSURE THAT THEIR ACTIVITIES CONFORM TO THE MOST RECENT VERSION. CUSTOMER AGREES THAT ANY ONE OF THE FOREGOING METHODS OF NOTICE WILL CONSTITUTE SUFFICIENT NOTICE OF SUCH CHANGES. NOTWITHSTANDING THE FORGOING, IF VAST MAKES A CHANGE TO THESE TERMS THAT IS MATERIAL AND ADVERSE TO CUSTOMER, CUSTOMER HAS THIRTY (30) DAYS FOLLOWING NOTICE OF THE CHANGE TO TERMINATE THE AGREEMENT WITHOUT THE IMPOSITION OF EARLY TERMINATION CHARGES. CUSTOMER'S CONTINUED RECEIPT OF SERVICES SHALL BE DEEMED ACCEPTANCE OF ANY SUCH CHANGE. VAST AT ITS OPTION MAY AGREE NOT TO APPLY THE CHANGED TERMS TO CUSTOMER, IN WHICH CASE THE AGREEMENT IS NOT SUBJECT TO EARLY TERMINATION BY CUSTOMER.

## Severability

The parties acknowledge that VAST is subject to the provisions of its franchises and to the provisions of applicable federal and state laws and regulations. Any duty or promise of VAST under this Agreement that conflicts with any provision of a franchise, or with applicable federal or state laws or regulations is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

## Notices

Except as otherwise provided in this Agreement, any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested. Notices to Customer shall be sent to the Customer billing address; notices to VAST shall be sent to Vast Broadband Attn: Director of Business Services, 5100 S Broadband Lane, Sioux Falls, SD 57108. , with a copy to: Vast Broadband, Attn: Legal Department, 104 E. Center St., Suite 201, Sikeston, MO 63801

All such notices shall be deemed given and effective on the day when delivered by overnight delivery service or certified mail

This Agreement, together with the Business Customer Agreement, Service Order, applicable tariffs, Acceptable Use Policy, applicable Ancillary Agreements and any other policies, rules, regulations or service guides communicated to Customer, constitute the entire agreement between Customer and VAST and supersedes all other agreements whether written or oral, including but not limited to any advertising, brochures, proposals, representations, or understandings regarding the subject matter hereof, and shall prevail if any conflict arises. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without VAST's prior written consent. No approved assignment shall relieve Customer of its obligations hereunder. VAST may assign or transfer this Agreement at any time without consent and without notice. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by VAST, Customer also agrees to sign written assurances and other export-related documents as may be required for VAST to comply with U.S. export regulations. Except as specifically provided herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s). Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

**Request for City Council Action**

**To:** Mayor and City Council  
**From:** Rob Beynon, Street Superintendent  
**Meeting Date:** September 19<sup>th</sup>, 2016  
**Subject:** Consideration of Purchase of 1 **Slightly Used** 2016 John Deere 772G Motorgrader

**Background:**

The opportunity to purchase a slightly used 2016 John Deere 772G Motorgrader through the Minnesota State Bid at a greatly reduced price has become available. This Motorgrader was leased by the City of Sioux Falls, S.D. during the 2015/2016 winter season. It comes with less than 400 tach hours and a warranty that will end on 10/20/23 (which is slightly short of 7 years or 5,000 tach hours, whichever comes first). This Motorgrader meets all our specifications and is \$9,107.00 under our budgeted amount. RDO Equipment Co. from Sioux Falls, S.D. is the vendor that would supply this Motorgrader for the price of \$275,893.00. If approved by council, delivery will NOT be before January 1<sup>st</sup>, 2017 as it's budgeted for the 2017 year.

**Recommendation:**

Purchase 2016 John Deere 772G Motorgrader from RDO Equipment Co. through the Minnesota State Bid for the purchase price of \$275,893.00.

**Council Action Requested:**

Motion to Approve.

**Mayor's Comments:**

## Cooperative Purchasing Venture

**Minnesota's Cooperative Purchasing Venture (CPV)**, established by Minn. Stat. § 16C.03, subd.10, allows eligible entities to purchase goods, certain services and utilities from contracts established by the Materials Management Division (MMD) for Minnesota state agencies. MMD contracts with vendors to provide goods, services and utilities to state agencies. This program creates a legal relationship so that eligible entities can use these contracts just like state agencies. There are six categories of eligibility for participation in this program.

The annual CPV membership period runs from July 1 through June 30.

The links below provide the statutory citation, as well as information about applying for participation in the CPV.

[Minnesota Statutes § 471.59, subd. 1](#), known as the Joint Powers Act, defines the **governmental entities** that may participate in the CPV. They include counties, cities, towns, townships, and school districts, as well as certain other entities.

[Minnesota Statutes § 16B.2975](#) defines **entities that are eligible to receive federal surplus property**. These entities are also eligible to participate in the CPV.

[Minnesota Statutes §43A.50](#), defines **registered combined charitable organizations** that are eligible to participate in the CPV.

[Minnesota Statutes § 309.50, Subd. 4](#) defines the **charitable organizations** that are eligible to participate in the CPV.

[Minnesota Statutes § 145.9268, Subd. 1](#) defines the **eligible community clinics** that are eligible to participate in the CPV.

[Minnesota Statutes § 16C.105](#), , adds that **any entity recognized by another state's statutes as authorized to use that state's commodity or service contracts is eligible to participate in the CPV.**

## South Dakota Statute

5-18A-37. Cooperation and agreements with other state and federal purchasing agencies. Any purchasing agency may enter into agreements with purchasing agents in this or any other state or the United States government under which any of the parties may agree to participate in, administer, sponsor, or conduct purchasing transactions under a joint agreement or contract for the purchase of supplies or contractual services. A purchasing agency may cooperate with purchasing agencies and other interested parties in any other state or the United States government to develop uniform purchasing specifications on a regional or national level to facilitate cooperative interstate purchasing transactions.



Vendor Name:	<b>RDO Equipment Company / Nortrax</b>
Contact Person:	<b>Jesse Miller</b>
Street Address:	<b>12500 Dupont Avenue South</b>
P.O. Box:	
City, State, Zip:	<b>Burnsville, MN 55404</b>
Phone #:	<b>612.202.6906</b>
Toll Free #:	<b>800.950.3298</b>
Fax #:	<b>952.890.7046</b>
Email Address:	<a href="mailto:jmiller@rdoequipment.com">jmiller@rdoequipment.com</a>
Website:	<b>www.johndeere.com / www.rdoequipment.com / www.nortrax.com</b>
<i>Version of Excel used:</i> <b>Excel® 97-2003 (.xls)</b>	

**Furnish separate price quote for each MOTOR GRADER being offered.**

1.1	<u>MOTOR GRADER</u>	
Make & Model		John Deere 772G
Normal/Variable HP		198 kW (245hp)
Operating Weight		20,217 kg (44,570 lb)
Work lights		Driving lights; 2 high- and 2 low-beam halogen headlights; front and rear LED turn signals and marker lights; LED brake and hazard warning lights
Blade Width		3.66 m (12 ft. 0 in.)
Blade Height		610 mm (24 in.)
Blade Thickness		22 mm (0.88 in.)
Cutting Edge Size		Thickness 16 mm (0.62 in.) Width 152 mm (6 in.)
Circle drive slip clutch		Optional
Numbers of Drive Tires		6
Alternator Size		100 Amp
Battery CCA		1,400 CCA
Seat type		Standard Fabric Air Suspension Seat with Armrests and Headrest
Differential type		Spiral bevel; hydraulically actuated, clutch type can be applied on-the-go; selectable manual or automatic differential lock
Fuel Tank Size		416.5L (110 gal)
Rims, Size in Inches/Type		14.0 R 24 Inch w/ 3 pc. Rims
Tires		G2/L2 Single Star Snow-plus Michelin Radial Tires
Block Heater, Watts		1500 Watt
Starting Aid		Ether Starting Aid

	Maximum Travel Speeds With no tire slip at 2,180 rpm, 14.00- R24 tires
	Shift Lever Position 1 4.0 km/h (2.5 mph)
	Shift Lever Position 2 5.6 km/h (3.5 mph)
	Shift Lever Position 3 7.7 km/h (4.8 mph)
	Shift Lever Position 4 10.9 km/h (6.8 mph)
	Shift Lever Position 5 16.4 km/h (10.2 mph)
	Shift Lever Position 6 23.2 km/h (14.4 mph)
	Shift Lever Position 7 32.3 km/h (20.1 mph)
	Shift Lever Position 8 45.5 km/h (28.3 mph)
Transmission, Speeds	
Forward/Reverse	Forward: 8 Reverse: 8
Auto Shift/Manual/Power shift	Power Shift
Heater BTU	31,500 BTU
Window openings	Opening front and side windows
Hydraulics	Closed-center, pressure- compensated load-sensing (PCLS), variable-displacement piston pump
Cab Profile/Height	Low Profile ROPS Cab, 10' 5" to top of cab
Warranty	1 year full machine
<b>BASE PRICE</b>	<b>\$ 238,374</b>

1.0	<b><u>MOTOR GRADER</u></b>	<u>Price</u>
1.001	State Base Machine	\$ 238,374
2.0	<b><u>OPERATOR STATION</u></b>	
2.001	8470T 772G MOTOR GRADER with 6WD	State Base Item
2.002	5020 Low Cab w/ Fixed Lower Front and Side Windows	State Base Item
2.003	5025 Low Cab w/ Fixed Lower Front and Side Opening Windows	\$ 461
2.004	5030 Low Cab w/ Lower Front and Side Opening Windows Includes Roof Wiring Harness for Lighting, Beacon, Precleaner and Heated Mirrors	\$ 618
2.005	5035 Low Cab w/ Fixed Lower Front and Side Opening Windows, Laminated Glass The advantage of laminated glass is that it resists shattering and strongly resists penetration by impacting objects.	\$ 1,534
2.006	5060 Grade Pro Low Cab w/ Lower Front and Side Opening Windows Requires configuration code 1020 and seat code 6140. Requires (1) T244325 bracket to optionally move monitor to the RH door post.	In Configuration
2.007	5070 Grade Pro Low Cab w/ Fixed Lower Front and Side Opening Windows, Laminated Glass Requires configuration code 1020 and seat code 6140. Requires (1) T244325 bracket to optionally move monitor to the RH door post. The advantage of laminated glass is that it resists shattering and strongly resists penetration by impacting objects.	\$ 1,088
2.008	8810 Rear Camera Rear view camera with a dedicated monitor.	\$ 1,265
2.009	8820 No Rear Camera	State Base Item
2.010	8510 Air Conditioner Refrigerant Charged	State Base Item
2.011	8520 Air Conditioner Refrigerant NOT Charged For Export only to allow cab removal for shipping in containers.	No Charge
2.012	8210 Exterior Mounted Rearview Mirrors	State Base Item
2.013	8220 Heated Exterior Mounted Rearview Mirrors	\$ 283
2.014	8415 Premium AM/FM Radio with Bluetooth, Aux, Weather Band (WB), and XM Ready Requires engine code 1125 or 1140.	\$ 753
2.015	8410 AM/FM Radio with Aux and Weather Band (WB)	\$ 488
2.016	8420 No Radio	State Base Item
2.017	8310 Lower Front Intermittent Wiper & Washer	\$ 332
2.018	8320 Less Lower Front Window Wiper & Wiper	State Base Item
2.019	6010 Powered Cab Air Precleaner Powered Cab Precleaner pre-filters outside air to significantly extend cab filter life.	\$ 460
2.020	6030 No Powered Cab Air Precleaner	State Base Item
2.021	6120 Standard Fabric Air Suspension Seat with Armrests and Headrest For use with cab codes 5020, 5025, 5030 & 5035	State Base Item
2.022	6130 Premium Heated, Leather/Fabric, High-Wide Back, Air Suspension Seat with Armrests For use with cab codes 5020, 5025, 5030 & 5035. This seat does not include a headrest. If a headrest is desired, please order AT361342 from service parts.	\$ 369
2.023	6140 Grade Pro Premium Heated, Leather/Fabric, High-Wide Back Air Suspension Seat For use with cab codes 5060 & 5070. This seat does not include a headrest. If a headrest is desired, please order AT361342 from service parts.	In Configuration
2.024	8710 Sound Absorption Package Requires engine code 1110, 1115, 1120, or 1125.	\$ 410
2.025	8720 No Sound Absorption Package Requires engine code 1110, 1115, 1120, or 1125.	In Base Price
2.026	8730 No Sound Absorption Package Requires engine code 1140.	State Base Item
2.027	2605 English Labels and Decals	State Base Item
2.028	9120 Front Window Movable Sun Visor	\$ 75
2.029	9130 Rear Retractable Sun Shade	\$ 113
2.030	9210 Decelerator	\$ 151
2.031	9220 5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	\$ 65
2.032	9630 Secondary Steering	\$ 2,150
2.033	AT300765 AM/FM/WB Radio with CD Player	\$ 1,210
2.034	AT349372 MP3/iPod/Sat Radio/Cell Phone holder w/ 2 Power Ports and Cargo Net kit includes a cargo net, bracket/holder, wire harness, 2 power ports, plastic holder, and instructions.	\$ 717

2.035	AT411106 Premium AM/FM Radio with Bluetooth, Aux, Weather Band (WB), and XM Ready	\$	1,427
2.036	AT430924 Rear Camera Kit (FT4)	\$	1,840
2.037	AT445939 Secondary Monitor Mounting Field Kit This bracket is required to move the monitor to the RH door post when a customer adds (IGC) Integrated Grade Control. GradePro units would have a high take rate, but also governmental customers who get the rear camera might want it for easier viewing of the camera.	\$	183
2.038	AT431224 Slope Meter Mounting Bracket	\$	280
2.039	Manuals and Filters		State Base Item

### 3.0

#### ENGINE/POWER TRAIN

3.001	1140 John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions (266 Net Peak hp)		State Base Item
3.002	1830 Engine Exhaust with Flat Black Stack for 9.0L (EPA FT4 only) Requires engine code 1140.		State Base Item
3.003	1840 Engine Exhaust with Chrome Stack for 9.0L (EPA FT4 only) Requires engine code 1140.	\$	350
3.004	5510 Autoshift Transmission	\$	931
3.005	5520 Manual Shift Transmission (no Autoshift)		State Base Item
3.006	5815 Hydrau - Greases, Oil, Fuel & Coolant Broad ambient operating temperatures. Operating range: -25°C to 50°C -13°F to 122°F		State Base Item
3.007	5830 Hydrau XR - Greases, Oil, Fuel & Coolant Optional factory fill. Broad ambient operating temperatures. Operating range: -40°C to 40°C -40°F to 104°F Intended for colder climates, provides all-season capability. Required for Russia.	\$	363
3.008	1310 Quick Service Group	\$	333
3.009	1320 No Quick Service Group		State Base Item
3.010	1410 Standard Fuel & Water Filtration		State Base Item
3.011	1420 Severe Duty Fuel & Water Filtration System For use where fuel quality is questionable and/or additional water separation is required. Filter base contains fuel heater. HYDRAULIC PUMP DISCONNECT	\$	262
3.012	5710 Transmission Solenoid Valve Guard Required with engine code 1140. Required for Canada and Russia. Recommended for snow plowing applications		State Base Item
3.013	5720 NO Transmission Solenoid Valve Guard	\$	(106)
3.014	9340 Engine Air Intake Manifold Pre-Heater Requires code 1120 9.0 L Engine. Cannot be used with code 9370 ether start aid.	\$	293
3.015	9360 Engine Block Heater Recommended for use on machines that will be operating above 8,000 feet (2440 meters) in altitude, and/or colder than 0 degrees F (-18 degrees C). Includes all weather receptacle conveniently located at ground level Requires: Code 1610 Hydraulic Pump Disconnect		State Base Item
3.016	9365 Engine Block Coolant Heater (220V)	\$	97
3.017	9370 Ether Starting Aid Requires 9.0L engine, codes 1110, 1120, 1125, or 1140 Cannot be used with code 9340, Engine Air Intake Manifold Pre-Heater Ether can not included.		State Base Item
3.018	9620 Cold Weather Control Valve Covers Plastic covers that mount below the cab, shielding the control valve from snow and slowing down hydraulic heat loss in winter. Requires code 1010 standard hydraulics.	\$	103
3.019	9475 Fast Fill Fuel System 150 gpm fill rate.	\$	1,350
3.020	9395 Adjusting Rotary Ejector Precleaner Ability to raise engine pre-cleaner to improve air filter performance.	\$	276
3.021	AT431895 Fast Fuel Tank Kit for FT4 This is a complete tank replacement with fast fuel ports.	\$	3,584
3.022	AT411847 Diesel Fuel-Fired Engine Coolant Heater Kit For 9.0L FT4 Engines Includes igniter, timer and coolant circulation pump. Recommended for temperatures below -13°F (-25°C). Average installation, 6 hours.	\$	3,594
3.023	AT371007 Severe Duty Fuel Filter	\$	618
3.024	AT381371 Tandem Axle Grease Bank kit Kit provides fittings, mount and lines to both tandem drives. For Graders produced before February 2010.	\$	313

4.0

**ELECTRICAL/LIGHTS**

4.001	2500 Topcon Grade Control Base Kit Installed Base kit is factory installed and includes additional brackets & wiring harnesses that further enhance and simplify the addition of a Topcon Grade Control System. This also enables the Topcon 3D-MC2 Grade Control Systems to be ordered.	\$	4,187
			State Base Item
4.002	2575 No Grade Control Base Kit Installed		State Base Item
4.003	2775 No Topcon Radio Installation		State Base Item
4.004	1700 JDLINK Ultimate Cellular for the Americas		
4.005	1701 JDLINK Ultimate Satellite for the Americas, excluding Costa Rica	\$	820
4.006	1710 JDLINK Ultimate Cellular for the Americas, excluding Costa Rica - 5 Years	\$	645
4.007	1711 JDLINK Ultimate Satellite for the Americas, excluding Costa Rica - 5 Years	\$	1,658
4.008	1741 No JDLINK Ultimate		No Charge
			State Base Item
4.009	7110 Transporting Lights (4 Halogen Transport Lights) Includes 2-high and 2-low beam halogen headlights.		
4.010	7130 Grading Lights (10 Halogen Lights) Includes light code 7110 Transporting Lights plus (6) additional work lights (2 - bottom cab, 2 - mid-frame, 2 - reversing lights on rear grill).	\$	544
4.011	7160 Deluxe Grading Lights (18 Halogen Lights) Includes light code 7130 Grading Lights plus (8) additional work lights (4 - corner cab, 2 - front cab, and 2 - right-side cab roof).	\$	861
4.012	7180 Premium Grading Lights (18 LED Lights) Same lighting locations as light code 7160 Deluxe Grading Lights, all Premium Grading Lights are LED.	\$	4,214
			State Base Item
4.013	8110 24-to-12 Volt Converter (15 amps peak / 10 amps continuous)		
4.014	8120 24-to-12 Volt Converter (30 amps peak / 25 amps continuous) Recommend code 8120 for additional 12 volt needs, such as business band or CB radios	\$	233
4.015	1240 200 amp Alternator Requires engine code 1140.	\$	270
			State Base Item
4.016	1235 130 amp Alternator Requires engine code 1140.		
4.017	9273 Right Side Engine Compartment Work Light	\$	117
4.018	9270 Tall ( 26in.(660mm) higher than Standard Frame Lights) Front Snow Plow Light Bar Not for use with code 6730 Mid Mount Scarifier.	\$	176
4.019	9275 License Plate Bracket and Light	\$	80
4.020	AT408630 Beacon Strobe kit	\$	631
4.021	AT404414 Heated Mirror Circuits Kit	\$	619
4.022	AT399788 Single LED work light with high beam lens Replacement for both 12V & 24V work and drive lamps.	\$	476
4.023	AT399789 Single LED work light with symmetric lens Replacement for both 12V & 24V work and drive lamps.	\$	476
4.024	RDO Parts SM4215 LED LA - LED Beacon	\$	389

5.0

**TIRES/RIMS**

5.001	4914 No Brand Preference 14.0-24 12 PR G2 BIAS TIRES WITH 3 PIECE RIMS:	\$	(8,597)
5.002	4317 Firestone SGG 14.0-24 12 PR G2 BIAS TIRES WITH 3 PIECE RIMS:	\$	(4,685)
5.003	4318 Titan 14.0-24 12 PR G2 BIAS TIRES WITH 3 PIECE RIMS:	\$	(8,039)
5.004	4917 No Brand Preference 14.0R24 G2/L2 SINGLE STAR RADIAL TIRES WITH 1 PIECE RIMS:	\$	(3,542)
5.005	4411 Michelin XGLA2 14.0R24 G2/L2 SINGLE STAR RADIAL TIRES WITH 1 PIECE RIMS:	\$	(2,376)
5.006	4412 Bridgestone VUT 14.0R24 G2/L2 SINGLE STAR RADIAL TIRES WITH 1 PIECE RIMS:	\$	(2,985)
5.007	4915 No Brand Preference 14.0R24 G2/L2 SINGLE STAR RADIAL SNOW TIRES WITH 1 PIECE RIMS:	\$	(886)
			State Base Item
5.008	4421 Michelin Sno-plus 14.0R24 G2/L2 SINGLE STAR RADIAL SNOW TIRES WITH 1 PIECE RIMS:		
5.009	4422 Bridgestone Snow Wedge 14.0R24 G2/L2 SINGLE STAR RADIAL SNOW TIRES WITH 1 PIECE RIMS:	\$	(328)
5.010	4918 No Brand Preference 14.0R24 G2/L2 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS:	\$	(2,399)
5.011	4416 Michelin XGLA2 14.0R24 G2/L2 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS:	\$	(1,232)
5.012	4417 Bridgestone VUT 14.0R24 G2/L2 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS:	\$	(1,841)
5.013	4916 No Brand Preference 14.0R24 G2/L2 SINGLE STAR RADIAL SNOW TIRES WITH 3 PIECE RIMS:	\$	255
5.014	4426 Michelin Snow-plus 14.0R24 G2/L2 SINGLE STAR RADIAL SNOW TIRES WITH 3 PIECE RIMS:	\$	1,142
5.015	4427 Bridgestone Snow Wedge 14.0R24 G2/L2 SINGLE STAR RADIAL SNOW TIRES WITH 3 PIECE RIMS:	\$	814
5.016	4517 Firestone SGG 17.5-25 12 PR G2/L2 BIAS TIRES WITH 3 PIECE RIMS:	\$	(3,077)
5.017	4923 No Brand Preference 17.5R25 L2 SINGLE STAR RADIAL TIRES WITH 1 PIECE RIMS:	\$	(5,955)
5.018	4611 Michelin XTLA 17.5R25 L2 SINGLE STAR RADIAL TIRES WITH 1 PIECE RIMS:	\$	(603)
5.019	4612 Bridgestone VUT 17.5R25 L2 SINGLE STAR RADIAL TIRES WITH 1 PIECE RIMS:	\$	(1,421)

5.020	4613 Titan TGD2 17.5R25 L2 SINGLE STAR RADIAL TIRES WITH 1 PIECE RIMS:	\$	(5,397)
5.021	4924 No Brand Preference 17.5R25 L2 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS:	\$	(4,805)
5.022	4616 Michelin XTLA 17.5R25 L2 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS:	\$	818
5.023	4617 Bridgestone VUT 17.5R25 L2 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS:	\$	1
5.024	4618 Titan TGD2 17.5R25 L2 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS:	\$	(4,248)
5.025	4621 Michelin XHA 17.5R25 G3/L3 SINGLE STAR RADIAL TIRES WITH 1 PIECE RIMS:	\$	947
5.026	4626 Michelin XHA 17.5R25 G3/L3 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS:	\$	2,589
5.027	4919 No Brand Preference 17.5R25 G2/L2 SINGLE STAR RADIAL TIRES WITH 1 PIECE RIMS:	\$	210
5.028	4631 Michelin Sno-plus 17.5R25 G2/L2 SINGLE STAR RADIAL TIRES WITH 1 PIECE RIMS:	\$	1,725
5.029	4632 Bridgestone Snow Wedge 17.5R25 G2/L2 SINGLE STAR RADIAL TIRES WITH 1 PIECE RIMS:	\$	768
5.030	4920 No Brand Preference 17.5R25 G2/L2 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS:	\$	1,853
5.031	4636 Michelin Sno-plus 17.5R25 G2/L2 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS:	\$	3,368
5.032	4637 Bridgestone Snow Wedge 17.5R25 G2/L2 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS:	\$	2,410
5.033	4810 550/65R25 SINGLE STAR RADIAL TIRES WITH 3 PIECE RIMS: Michelin XLD70 Low Profile Not available with 1 Piece Rims. Maximum per tire load 8050 lbs. Requires code 7820 No Front Fenders. Can not be used with code 9005 Rear Fenders.	\$	9,608
5.034	4000 Less Tires & Wheels Not available for Russia.	\$	(13,408)
5.035	7810 Front Fenders	\$	932
5.036	7820 No Front Fenders		State Base Item
5.037	9714 14.0-24 12 PR NO BRAND PREFERRED G2 WITH 3PC RIM		No Charge
5.038	9715 14.0R24 G2/L2 1 STAR SNOW NO BRAND PREFERRED WITH 1PC RIM		No Charge
5.039	9716 14.0R24 G2/L2 1 STAR SNOW NO BRAND PREFERRED WITH 3PC RIM		No Charge
5.040	9717 14.0R24 G2/L2 1 STAR NO BRAND PREFERRED WITH 1PC RIM		No Charge
5.041	9718 14.0R24 G2/L2 1 STAR NO BRAND PREFERRED WITH 3PC RIM		No Charge
5.042	9719 17.5R25 G2/L2 1 STAR SNOW NO BRAND PREFERRED WITH 1PC RIM		No Charge
5.043	9720 17.5R25 G2/L2 1 STAR SNOW NO BRAND PREFERRED WITH 3PC RIM		No Charge
5.044	9723 17.5R25 L2 1 STAR NO BRAND PREFERRED WITH 1PC RIM		No Charge
5.045	9724 17.5R25 L2 1 STAR NO BRAND PREFERRED WITH 3PC RIM		No Charge
5.046	9005 Rear Wheel Fenders 18.75 in.(476mm) Rear Wheel Fenders Fenders are not for use with 550 tires. Fenders can only be used with chains that are designed for 3" of radial clearance and 1.75" of sidewall clearance. Use of Tire chains permitted in accordance with SAE J683, and requires removal of front mud flap on rear fenders.	\$	1,755
5.047	AT345815 Front Wheel Fenders 18.75 in.(476mm) Front Wheel Fenders Not for use with 550 Tires. Use of Tire chains permitted in accordance with SAE J683.	\$	1,435
5.048	AT400762 Rear Wheel Fenders 18.75 in.(476mm) Rear Wheel Fenders Fenders are not for use with 550 tires. Use of Tire chains permitted in accordance with SAE J683, and requires removal of front mud flap on rear fenders.	\$	3,140

6.0

**HYDRAULICS**

6.001 1010 772G with Standard Hydraulic Controls

State Base Item

6.002	1020 772GP with Grade Pro Controls Grade Pro Armrest Controls Include: * Fingertip controls with industry standard control pattern * Automated Cross Slope control * Integrated grade control (Contact TOPCON, Trimble, or Leica for full install requirements) * Return-to-Straight * Armrest steering control AND conventional steering wheel Requires alternator code 1220 or 1240 and cab code 5060 or 5070. Includes seat code 6140 and grade pro controls code 6650.	\$	15,316
6.003	6510 Base Hydraulics - 4 Function Controls Requires configuration code 1010. Base Functions: Rear Steer, Circle Side shift, Wheel Lean & RH Blade Lift w/ Float.		State Base Item
6.004	6520 Base Hydraulics w/ 1 Auxiliary Function Control Requires configuration code 1010. Base functions plus 1 function w/float control - front plumbing and hoses for Scarifier or auxiliary application. For use with front scarifier.	\$	826
6.005	6525 Mid Mount Scarifier Base Hydraulics w/ 1 Auxiliary Function Control Requires Mid Mount Scarifier code 6730 and configuration code 1010. Midmount scarifier base hydraulics with 1 auxiliary function control with float control for mid mount scarifier. For use with mid mount scarifier.	\$	937
6.006	6530 Base Hydraulics w/ 2 Auxiliary Function Controls Requires configuration code 1010. Base functions plus 2 functions w/float control - front plumbing and hoses for Scarifier and/or auxiliary application. For use with front scarifier.	\$	1,559
6.007	6540 Base Hydraulics w/ 3 Auxiliary Function Controls Requires code 1010. Base Functions plus 3 functions-(2) with and (1) w/o float control, front plumbing and hoses for Scarifier and/or auxiliary application. For use with front scarifier.	\$	2,291
6.008	6550 Grade Pro Controls with Base Functions Requires code 1020. Grade Pro Base Hydraulics Functions: Rear Steer Circle Side shift Wheel Lean Right and Left hand Blade Lift w/ Float Circle Rotate Blade Side Shift Blade Tilt Lever Steering (also includes steering wheel)		In Configuration
6.009	6526 Grade Pro Controls for Mid Mount Scarifier w/1 Auxiliary Function Control Requires codes 1020 and Mid Mount Scarifier code 6730.	\$	937
6.010	6555 Grade Pro Controls w/1 Rear Auxiliary Function and Left Hand Lever Controller Requires code 1020. Base functions plus 1 auxiliary function w/float control - Rear plumbing and hoses for Ripper or auxiliary application. For Use with Rear Ripper.	\$	827
6.011	6560 Grade Pro Controls w/1 Front Auxiliary Function Control and Right Hand Lever Controller Requires code 1020. Base functions plus 1 FRONT auxiliary function w/float control - front plumbing and hoses for Scarifier and/or auxiliary application. For Use with Front Scarifier.	\$	827
6.012	6570 Grade Pro Controls w/1 Rear Auxiliary Function Control and Right Hand Lever Controller Requires code 1020. Base functions plus 1 REAR auxiliary function w/float control - rear plumbing and hoses for auxiliary application.	\$	827
6.013	6580 Grade Pro Controls w/1 Front Auxiliary Function and 2 Rear Auxiliary Functions with Right and Left hand Controllers and 2 Miniature Multi Axis Joysticks Requires code 1020. Base Functions plus 3 auxiliary functions- 1 front and 2 rear auxiliary functions w/ float control and rear plumbing for Scarifier / Ripper and/or front, mid or rear auxiliary applications. Auxiliary functions have reconfigurable controls.	\$	2,479

6.014	6585 Grade Pro Controls w/1 Front, 1 Rear Auxiliary Function Control with Right and Left hand Controllers and 2 Miniature Multi Axis Joysticks Requires code 1020. Base Functions plus 2 auxiliary functions - 1 front and 1 rear with float control and plumbing Scarifier / Ripper applications. Auxiliary functions have reconfigurable controls.	\$	1,672
6.015	6590 Grade Pro Controls w/1 Front Auxiliary Function and 3 Rear Auxiliary Functions with Right and Left hand Controllers and 2 Miniature Multi Axis Joysticks Requires code 1020. Base Functions plus 4 auxiliary functions - 1 front and 3 rear with float control and plumbing for Scarifier/Ripper and/or front, mid and rear auxiliary applications. Auxiliary functions have reconfigurable controls.	\$	3,306
6.016	6595 Grade Pro Controls w/3 Front and 3 Rear Auxiliary Function Controls with Right and Left hand Controllers and 2 Miniature Multi Axis Joysticks Requires code 1020. Base Functions plus 6 auxiliary functions-3 front and 3 rear with float control on 4 functions, and includes front and rear plumbing for 2 Functions each. Auxiliary functions have reconfigurable controls.	\$	4,958
6.017	6610 Base Hydraulics- 4 Function Controls Requires code 1010. Base Functions: LH Blade Lift w/ Float, Blade Side shift, Circle Rotate, Blade Tilt.		State Base Item
6.018	6620 Base Hydraulics w/ 1 Auxiliary Function Control Requires code 1010. Base Functions plus 1 function w/float control and lines for Ripper or auxiliary application. For Use with Rear Ripper/Scarifier Combination.	\$	727
6.019	6630 Base Hydraulics w/2 Auxiliary Function Control Requires code 1010. Base functions plus 2 functions w/float control and lines for Ripper and/or auxiliary application. For Use with Rear Ripper/Scarifier Combination.	\$	1,467
6.020	6640 Base Hydraulics w/ 3 Auxiliary Function Control Requires code 1010. Base Functions plus 3 functions-(2) with and (1) w/o Float Control, and lines for Ripper and/or auxiliary application. For Use with Rear Ripper/Scarifier Combination.	\$	2,199
6.021	6650 Grade Pro Controls - Left Side Requires code 1020. Accompanies GRADE PRO CONTROLS - RIGHT SIDE order code selection.		In Configuration
6.022	1610 Hydraulic Pump Disconnect Required with engine code 1140. Required for Canada and Russia.		State Base Item
6.023	1620 No Hydraulic Pump Disconnect	\$	(93)
6.024	AT317288 5 Function valve section and linkage Left Kit Includes detented float. Installation instructions T213708.	\$	1,511
6.025	AT317287 5 Function valve section and linkage Right Kit Includes detented float. Installation instructions T213708.	\$	1,626
6.026	AT317290 6 Function valve section and linkage Left Kit	\$	1,493
6.027	AT317289 6 Function valve section and linkage Right Kit Includes detented float. Installation instructions T213708.	\$	1,628
6.028	AT317293 7 Function valve section and linkage Left Kit	\$	1,444
6.029	AT317291 7 Function valve section and linkage Right Kit	\$	1,444
6.030	AT363988 Grade Pro EH Controls Hydraulics Auxiliary Section For only Grade Pro G-Series Graders. Requires mini joystick and or dual control levers.	\$	1,628
6.031	AT302544 One Hand Blade Lift Kit To convert two-hand blade lift controls to one-hand controls on the right side, when the machine is already equipped with a RH 5th function valve. Installation instructions T212017	\$	459
6.032	AT317339 One Hand Blade Lift with Control Valve Kit To convert two-hand blade lift controls to one-hand controls on the right side, when the machine is NOT already equipped with a RH 5th function valve. Installation instructions T213709	\$	1,157
6.033	AT318528 Scarifier Plumbing Kit Installation Instructions T213769	\$	1,315
6.034	AT369451 Hydraulic Warm up Circuit for Cold Starts	\$	1,668
6.035	RDO Parts 42Z04080804C Stucchi 4 coupler assembly	\$	2,311
6.036	RDO Parts 41Z02080804C Stucchi 2 coupler assembly	\$	1,876
6.037	FALLS - 5PFQ - Stucchi 4 coupler assembly	\$	2,267
6.038	FALLS - 3PFQ - Stucchi 2 coupler assembly	\$	1,729

## 7.0

**MOLDBOARD/CUTTING EDGE/END BITS/CIRCLE DRIVE**

	State Base Item
7.00 2810 Single Input Gearbox without Slip Clutch	
7.00 2820 Single Input Gearbox with Slip Clutch Slip clutch protects circle, circle drive gearbox and draft frame from damage when end of moldboard comes in contact with stationary objects. Slip clutch is integral to the circle drive gearbox assembly and allows the circle frame to rotate, avoiding damage to the machine, when the end of the moldboard comes in contact with an immovable object.	\$ 1,367
7.00 2830 Heavy Duty Dual Input Gearbox without Slip Clutch Heavy duty dual input gearbox is an industry exclusive and provides significant improvements in circle drive component durability. The heavy duty dual input circle drive gearbox provides comparable circle torque and circle rotate speed as the single input circle drive gearbox. The heavy duty dual input circle drive gearbox will significantly enhance uptime for the customer and is recommended for applications that frequently use the circle rotate function while under heavy load.	\$ 782
7.00 2840 Heavy Duty Dual Input Gearbox with Slip Clutch Heavy duty dual input gearbox is an industry exclusive and provides significant improvements in circle drive component durability. The heavy duty dual input circle drive gearbox provides comparable circle torque and circle rotate speed as the single input circle drive gearbox. The heavy duty dual input circle drive gearbox will significantly enhance uptime for the customer and is recommended for applications that frequently use the circle rotate function while under heavy load. Slip clutch protects circle, circle drive gearbox and draft frame from damage when end of moldboard comes in contact with stationary objects. Slip clutch is integral to the circle drive gearbox assembly and allows the circle frame to rotate, avoiding damage to the machine, when the end of the moldboard comes in contact with an immovable object.	\$ 2,149
	State Base Item
7.01 2010 12 Ft. x 24 In. x 7/8 In. (3.66 M x 610 mm x 22 mm) with 6 In. x 5/8 In. (152 x 16 mm) Cutting Edge and 5/8 in. (16mm) Hardware	\$ 198
7.01 2020 12 Ft. x 24 In. x 7/8 In. (3.66 M x 610 mm x 22 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 5/8 in. (16mm) Hardware	\$ 506
7.01 2030 12 Ft. x 27 In. x 1 In. (3.66 M x 686 mm x 25 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 5/8 in. (16mm) Hardware	\$ 604
7.01 2040 13 Ft. x 27 In. x 1 In. (3.96 M x 686 mm x 25 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 5/8 in. (16mm) Hardware	\$ 673
7.01 2050 14 Ft. x 24 In. x 7/8 In. (4.27 M x 610 mm x 22 mm) with 6 In. x 5/8 In. (152 x 16 mm) Cutting Edge and 5/8 in. (16mm) Hardware	\$ 779
7.01 2060 14 Ft. x 24 In. x 7/8 In. (4.27 M x 610 mm x 22 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 5/8 in. (16mm) Hardware	\$ 993
7.01 2070 14 Ft. x 27 In. x 1 In. (4.27 M x 686 mm x 25 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 5/8 in. (16mm) Hardware Requires engine code 1120, 1125 or 1140.	\$ 1,015
7.01 2080 14 Ft. x 27 In. x 1 In. (4.27 M x 686 mm x 25 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 3/4 in. (19mm) Hardware Requires engine code 1120, 1125 or 1140.	\$ 1,015
7.01 2081 14 Ft. x 27 In. x 1 In. (4.27 M x 686 mm x 25 mm) with 8 In. x 3/4 In. (203 x 19 mm) Cutting Edge and 3/4 in. (19mm) Hardware Russia only with engine code 1110.	\$ 1,797
7.01 1910 Blade Impact Absorption System Protects Moldboard and draft frame from impacts with Stationary objects	State Base Item
7.02 1920 No Blade Impact Absorption System	\$ 1,102
7.02 9465 Right Hand Moldboard Extension, 2 foot in length Requires moldboard code 2060 (moldboard 24 inches tall). Requires moldboard code 2070, 2080, or 2081 (moldboard 27 inches tall). Not available with 9460 (right hand moldboard extension). Available to all countries.	\$ 1,102
7.02 9460 Left Hand Moldboard Extension, 2 foot in length Requires moldboard code 2060 (moldboard 24 inches tall). Requires moldboard code 2070, 2080, or 2081 (moldboard 27 inches tall). Not available with 9465 (right hand moldboard extension). Not available for Russia.	\$ 253
7.02 9450 Reversible Overlay End Bits Not available for Russia.	\$ 5,488
7.02 AT421646 Dual Input Circle Drive Gearbox (with Slip Clutch) Protects circle, circle drive gearbox and draft frame from damage when end of moldboard comes in contact with stationary objects. Slip clutch is integral to the circle drive assembly and utilizes a wet clutch system. Cannot be used with code 2220 inserts. Note: For use with G-series (code 1010 Standard Hydraulic Controls)	

7.02 AT421648 Dual Input Circle Drive Gearbox (with Slip Clutch) Protects circle, circle drive gearbox and draft frame from damage when end of moldboard comes in contact with stationary objects. Slip clutch is integral to the circle drive assembly and utilizes a wet clutch system. Cannot be used with code 2220 inserts. Note: For use with G-series (code 1020 "Grade Pro" Electro Hydraulic Controls)	\$	5,488
7.02 AT421647 Dual Input Circle Drive Gearbox (without Slip Clutch) Note: For use with G-series (code 1010 Standard Hydraulic Controls)	\$	4,146
7.02 AT421649 Dual Input Circle Drive Gearbox (without Slip Clutch) Note: For use with G-series (code 1020 "Grade Pro" Electro Hydraulic Controls)	\$	4,146
7.02 AT341060 Grade Pro Moldboard Impact Absorption System For only Grade Pro G-Series Graders.	\$	2,645
7.02 AT343639 Moldboard Impact Absorption System	\$	2,909
7.03 AT307730 Moldboard Extension, 24 X 24 X 7/8 In. Left Hand 7/8 in. (22mm) thick. Includes 5/8 in. (17mm) Hardware. Cutting Edge is not included.	\$	1,703
7.03 AT307731 Moldboard Extension, 24 x 24 x 7/8 in. Right Hand 7/8 in. (22mm) thick. Requires 5/8 in. (17mm) Hardware. Cutting Edge is not included.	\$	1,703
7.03 AT307732 Moldboard Extension, 27 X 24 X 1 In. Left Hand 1 in. ( 25mm) Thick Includes 5/8 in. (17mm) Hardware. Cutting Edge is not included.	\$	1,703
7.03 AT307733 Moldboard Extension, 27 X 24 X 1 In. Right Hand 1 in. ( 25mm) Thick Includes 5/8 in. (17mm) Hardware. Cutting Edge is not included.	\$	1,703
7.03 AT341307 Moldboard Extension, 27 X 24 X 1 In. Right Hand 1 in. ( 25mm) Thick Includes 3/4 in. (19mm) Hardware. Cutting Edge is not included.	\$	1,703
7.03 AT341306 Moldboard Extension, 27X 24 X 1 In. Left Hand 1 in. ( 25mm) Thick Includes 3/4 in. (19mm) Hardware. Cutting Edge is not included.	\$	1,703

**8.0**

**FRONT ATTACHMENTS**

		State Base Item
8.001 6750 Less Front Attachment		
8.002 6710 Front Push Block	\$	2,081
8.003 6720 Front Scarifier Includes Front Hydraulics, plumbing and hoses Scarifier with 2 pitch positions and 9 shank pockets Five 1 x 3 inch Scarifier Shanks w/teeth If additional shanks are desired order (1) each of T6Y5230 Tooth, T114792 Shank and T104223 Retainer for each set. Can not be used with 6550 Hydraulics.	\$	4,489
8.004 6740 Balderson Style Front Lift Group Requires hydraulic code 6520, 6530, 6540, 6560, 6580, 6585, 6590, or 6595. (2) AT367896 Mating Hooks from Parts are available to convert old front attachments to the Bladerson-style lift group.	\$	3,807
8.005 6770 Front-Mounted Dozer Blade, 97 in. x 37.6 in. (2464 mm x 955 mm) Requires hydraulic controls on the right side with a minimum 1 front auxillary function. Requires 14.0 24 or 14.0 R24 tires	\$	4,905
8.006 6780 Front-Mounted Dozer Blade, 105 in. x 37.6 in. (2667 mm x 955 mm) Requires hydraulic controls on the right side with a minimum 1 front auxillary function. Requires 14.0 24, 14.0 R24, 17.5 25, or 17.5 R 25 tires.	\$	4,997
8.007 6790 Front-Mounted Dozer Blade, 115 in. x 37.6 in. (2921 mm x 955 mm) Requires hydraulic controls on the right side with a minimum 1 front auxillary function. Requires 550/65R25 tires.	\$	5,137
8.008 AT367896 Balderson Lift Hook For customers ordering Balderson front lift group, it will require 2 mating hooks to adapt their old front attachments over to the Balderson style lift group.	\$	1,275
8.009 AT365788 Balderson Style Front Lift Group	\$	4,770
8.010 AT400912 Dozer Blade, 105 in. (2667 mm)	\$	5,998
8.011 AT400913 Dozer Blade, 115 in. (2921 mm)	\$	6,145
8.012 AT400904 Dozer Blade, 97 in. (2464 mm)	\$	5,902
8.013 AT363681 Front Push Block	\$	2,761

8.014 AT365183 Front Scarifier	\$	5,465
Includes:		
Scarifier with 2 pitch positions and 9 shank pockets		
Five 1 x 3 in. Scarifier shanks		
Cylinder and hoses		
Requires 5th Function Hydraulics.		
Average installation, 2 hours.		
8.015 FALLS-Falls Options-29" HUSTING HITCH. INSTALLED	\$	3,531
8.016 FALLS-Falls Options-34" OPTION (ADD TO 29" HUSTING HITCH)	\$	283
8.017 FALLS-Falls Options-CARBIDE CUTTING EDGE FOR HDR-11	\$	1,427
8.018 FALLS-D3696-8 FT FIXED DOZER BLADE 36" HIGH	\$	4,885
8.019 FALLS-D36108-9 FT FIXED DOZER BLADE 36" HIGH	\$	5,121
8.020 FALLS-D36120 -10 FT FIXED DOZER BLADE 36" HIGH	\$	5,361
8.021 FALLS-Falls Options-DOZER PLOW UNIT TO FIT FALLS OR JD SCARIFIER		No Charge
8.022 FALLS-Falls Options-DOZER PLOW UNIT TO FIT FALLS PLS-1		No Charge
8.023 FALLS-Falls Options-FLAT BACK ATTACHMENT HOOKS (PER PAIR SHIPPED LOOSE)	\$	548
8.024 FALLS-Falls Options-HDR PLOW UNIT/POCKET TO FIT FALLS FMS-1 SCARIFIER	\$	2,277
8.025 FALLS-Falls Options-HYDRAULIC LOCKING PIN OPTION FOR PLS-1	\$	1,576
8.026 FALLS-Falls Options-INSTALL HYDRAULIC LOCKING PIN OPTION	\$	235
8.027 FALLS-Falls Options-OPTIONAL HDR OSCILLATION PLT TO FOLLOW ROAD CONTOUR	\$	1,729
8.028 FALLS-Falls Options-PIN ON STYLE HITCH. INSTALLED	\$	3,122
8.029 FALLS-Falls Options-PLOW UNIT FOR V-PLOW TO FIT FALLS HUSTING HITCH	\$	2,114
8.030 FALLS-Falls Options-PLOW UNIT FOR V-PLOW TO FIT FALLS PIN ON STYLE HITCH	\$	2,114
8.031 FALLS-Falls Options-RUBBER DEFLECTOR FOR HDR PLOW	\$	322
8.032 FALLS-Falls Options-RUN HYDRAULIC LINES FROM VALVE TO HEAD PLATE	\$	413
8.033 FALLS-Falls Options-SCREW ADJ. MUSHROOM SHOES FOR HDR	\$	615
8.034 FALLS-Falls Options-TRIP EDGE OPTION FOR HDR PLOW	\$	1,917
8.035 FALLS-Falls Options-V-PLOW LIFT HOOKS WELDED SOLID TO FIT PLS-1	\$	817
8.036 FALLS-Falls Options-V-PLOW LIFT HOOKS WITH OSCILLATION TO FIT PLS-1	\$	1,595
8.037 FALLS-Falls Options-V-PLOW PLOW UNIT TO FIT JD OR FALLS SCARIFIER	\$	2,647
8.038 FALLS-FMS-1 -FRONT MOUNTED SCARIFIER WITH 5 TEETH	\$	5,649
8.039 FALLS-HDR-11-11' HEAVY DUTY REVERSIBLE SNOW PLOW	\$	9,991
8.040 FALLS-PLS-1-PARA-LIFT (BALDERSON STYLE) LIFT GROUP. INSTALLED	\$	4,592
8.041 FALLS--SCARIFIER HEAD WITH LIFT HOOKS INSTALLED TO FIT PLS-1	\$	3,622
8.042 FALLS -411H-12' ONE WAY SNOW PLOW	\$	6,980
8.043 FALLS -Falls Options-34" WIDE HUSTING HITCH OPTION (ADD TO 29" PLOW UNIT)	\$	197
8.044 FALLS -Falls Options-34" WIDE HUSTING HITCH OPTION (ADD TO 29" PLOW UNIT)	\$	197
8.045 FALLS -Falls Options-411H HYDRAULIC MOLDBOARD TILT OPTION	\$	802
8.046 FALLS -Falls Options-411H PLOW UNIT/HOOKS TO FIT FALLS PLS-1	\$	1,715
8.047 FALLS -Falls Options-411H PLOW UNIT/POCKET TO FIT FALLS FMS-1 SCARIFIER	\$	2,099
8.048 FALLS -Falls Options-411H SPRING TRIP TILTING BAR OPTION	\$	788
8.049 FALLS -Falls Options-411H TRIP EDGE OPTION	\$	1,917
8.050 FALLS -Falls Options-CARBIDE CUTTING EDGE FOR 10 FT DOZER	\$	1,297
8.051 FALLS -Falls Options-CARBIDE CUTTING EDGE FOR 11' REV. PLOW	\$	1,427
8.052 FALLS -Falls Options-CARBIDE CUTTING EDGE FOR 15' REV. PLOW	\$	1,556
8.053 FALLS -Falls Options-CARBIDE CUTTING EDGE FOR 411H PLOW	\$	1,556
8.054 FALLS -Falls Options-CARBIDE CUTTING EDGE FOR 8 FT DOZER	\$	1,038
8.055 FALLS -Falls Options-CARBIDE CUTTING EDGE FOR 9 FT DOZER	\$	1,167
8.056 FALLS -Falls Options-CARBIDE CUTTING EDGE FOR HDR-12	\$	1,556
8.057 FALLS -Falls Options-CURB SHOE (CYLINDRICAL) FOR REV. PLOW	\$	125
8.058 FALLS -Falls Options-CURB SHOE (WRAP AROUND STYLE) FOR REV. PLOW	\$	154
8.059 FALLS -Falls Options-HDR PLOW UNIT/HOOKS TO FIT FALLS PLS-1	\$	975
8.060 FALLS -Falls Options-PLOW UNIT FOR 411H TO FIT FALLS 29" HUSTING HITCH	\$	1,283
8.061 FALLS -Falls Options-PLOW UNIT FOR 411H TO FIT FALLS PIN ON STYLE HITCH	\$	788
8.062 FALLS -Falls Options-PLOW UNIT FOR REV. PLOW TO FIT FALLS HUSTING HITCH	\$	1,283
8.063 FALLS -Falls Options-PLOW UNIT FOR REV. PLOW TO FIT FALLS PIN ON STYLE HITCH	\$	788
8.064 FALLS -Falls Options-POLY WHEEL SYSTEM FOR 411H IN LIEU OF STD SKID SHOES	\$	2,200
8.065 FALLS -Falls Options-POLY WHEEL SYSTEM FOR V-PLOW IN LIEU OF STD SKID SHOES	\$	4,592
8.066 FALLS -Falls Options-REV. PLOW UNIT/HOOKS TO FIT FALLS PLS-1	\$	1,715
8.067 FALLS -Falls Options-REV. PLOW UNIT/POCKET TO FIT FALLS FMS-1 SCARIFIER	\$	2,277
8.068 FALLS -Falls Options-RUBBER BELT DEFLECTOR FOR 411H PLOW	\$	322
8.069 FALLS -Falls Options-RUBBER BELT DEFLECTOR FOR REV. PLOW	\$	322
8.070 FALLS -Falls Options-SNOW WHEEL SYSTEM FOR REV. PLOW	\$	2,964
8.071 FALLS -Falls Options-TRIP CUTTING EDGE FOR PR SERIES PLOWS	\$	1,210
8.072 FALLS -HDR-12-12' HEAVY DUTY REVERSIBLE SNOW PLOW	\$	10,405
8.073 FALLS -PR1143E1-11' POWER REVERSIBLE SNOW PLOW 43" HIGH	\$	7,503
8.074 FALLS -PR1155E1-11' POWER REVERSIBLE SNOW PLOW 55" HIGH	\$	8,493
8.075 FALLS -PR1243E1-12' POWER REVERISBLE SNOW PLOW 43" HIGH	\$	7,839
8.076 FALLS -PR1255E1-12' POWER REVERISBLE SNOW PLOW 55" HIGH	\$	8,829
8.077 FALLS -TER-11A-11' TRIP EDGE POWER REVERSIBLE SNOW PLOW 42" HIGH	\$	7,513
8.078 FALLS -TER-12A-12' TRIP EDGE POWER REVERSIBLE SNOW PLOW 42" HIGH	\$	7,705
8.079 FALLS -V-100-V-PLOW 13'3" OVERALL WIDTH / 10/4" CLEARING WIDTH / 66" NOSE / 92" DISCHARGE	\$	9,525
8.080 FALLS -V-890-V-PLOW 10'8" OVERALL WIDTH / 9'8" CLEARING WIDTH / 42" NOSE / 72" DISCHARGE	\$	7,546
8.081 FALLS -V-90-V-PLOW 12'0" OVERALL WIDTH / 9'8" CLEARING WIDTH / 60" NOSE / 84" DISCHARGE	\$	7,724
8.082 Monroe Eradicator-B 68930	\$	2,628
8.083 Monroe Eradicator-S 11054	\$	1,847
8.084 Henke - 6131001 - 10' Reversible End Loader Plow	\$	11,793
8.085 Henke - 6131003 - 12' Reversible End Loader Plow	\$	11,614
8.086 Henke - 6131004 - 14' Reversible End Loader Plow	\$	12,593

8.087 Henke - 6131006 - 16' Reversible End Loader Plow	\$	12,938
8.088 REL Options-Henke - NA - Install Dealer Supplied Coupler	\$	462
8.089 REL Options-Henke - 6133202 - Swivel Backplate With JRB 416 Style Coupler	\$	1,804
8.090 REL Options-Henke - 6133205 - Swivel Backplate With JRB 418 Style Coupler	\$	1,867
8.091 REL Options-Henke - 6133223 - Swivel Backplate With JRB 420 Style Coupler	\$	4,487
8.092 REL Options-Henke - 6133207 - Swivel Backplate With ACS Style Coupler 2K/30 - 17"	\$	3,640
8.093 REL Options-Henke - 6133032 - Swivel Backplate With ACS Style Coupler 2K/50 - 18"	\$	2,642
8.094 REL Options-Henke - 6133221 - Swivel Backplate With ACS Style Coupler 2K/60 - 19"	\$	3,724
8.095 REL Options-Henke - 6133217 - Swivel Backplate With ACS Style Coupler 2K/70 - 19.5"	\$	4,067
8.096 REL Options-Henke - 6133203 - Swivel Backplate With Parallel Style Hooks	\$	1,854
8.097 REL Options-Henke - 6133211 - Swivel Backplate With IT Style Coupler	\$	1,925
8.098 REL Options-Henke - 6133231 - Swivel Backplate With Fusion Style Coupler	\$	3,615
8.099 REL Options-Henke - 6133204 - Swivel Backplate With HI-VIZ Style Coupler	\$	1,718
8.100 REL Options-Henke - 6133219 - Swivel Backplate With VME Style Coupler	\$	1,828
8.101 REL Options-Henke - 6133206 - Swivel Backplate With Scarifier Sockets	\$	2,001
8.102 REL Options-Henke - 6084105 - 11" Mushroom Shoes	\$	779
8.103 REL Options-Henke - 6201024 - Rubber Shield for 10' Reversible End Loader Plow	\$	279
8.104 REL Options-Henke - 6201025 - Rubber Shield for 12' Reversible End Loader Plow	\$	336
8.105 REL Options-Henke - - Rubber Shield for 14' Reversible End Loader Plow		In Configuration
8.106 REL Options-Henke - - Rubber Shield for 16' Reversible End Loader Plow		In Configuration
8.107 REL Options-Henke - 6135001 - Trip Lockout For REL	\$	166
8.108 REL Options-Henke - 6145120 - Swivel Lockout For REL	\$	68
8.109 Henke - - 12' Multi-Directional Folding V-Plow	\$	15,869
8.110 Henke - - 14' Multi-Directional Folding V-Plow	\$	16,265
8.111 Henke - - 16' Multi-Directional Folding V-Plow	\$	16,982
8.112 Multi-Dir Folding V Plow Options-Henke - NA - Install Dealer Supplied Coupler	\$	546
8.113 Multi-Dir Folding V Plow Options-Henke - 6133202 - Swivel Backplate With JRB 416 Style Coupler	\$	2,132
8.114 Multi-Dir Folding V Plow Options-Henke - 6133205 - Swivel Backplate With JRB 418 Style Coupler	\$	2,207
8.115 Multi-Dir Folding V Plow Options-Henke - 6133223 - Swivel Backplate With JRB 420 Style Coupler	\$	5,302
8.116 Multi-Dir Folding V Plow Options-Henke - 6133207 - Swivel Backplate With ACS Style Coupler 2K/30 - 17"	\$	4,301
8.117 Multi-Dir Folding V Plow Options-Henke - 6133032 - Swivel Backplate With ACS Style Coupler 2K/50 - 18"	\$	3,123
8.118 Multi-Dir Folding V Plow Options-Henke - 6133221 - Swivel Backplate With ACS Style Coupler 2K/60 - 19"	\$	4,402
8.119 Multi-Dir Folding V Plow Options-Henke - 6133217 - Swivel Backplate With ACS Style Coupler 2K/70 - 19.5"	\$	4,806
8.120 Multi-Dir Folding V Plow Options-Henke - 6133203 - Swivel Backplate With Parallel Style Hooks	\$	2,191
8.121 Multi-Dir Folding V Plow Options-Henke - 6133211 - Swivel Backplate With IT Style Coupler	\$	2,275
8.122 Multi-Dir Folding V Plow Options-Henke - 6133231 - Swivel Backplate With Fusion Style Coupler	\$	4,272
8.123 Multi-Dir Folding V Plow Options-Henke - 6133204 - Swivel Backplate With HI-VIZ Style Coupler	\$	2,031
8.124 Multi-Dir Folding V Plow Options-Henke - 6133219 - Swivel Backplate With VME Style Coupler	\$	2,161
8.125 Multi-Dir Folding V Plow Options-Henke - 6133206 - Swivel Backplate With Scarifier Sockets	\$	2,365
8.126 Multi-Dir Folding V Plow Options-Henke - 6084106 - 11" Mushroom Shoes	\$	610
8.127 Multi-Dir Folding V Plow Options-Henke - 6201401 - Rubber Shield for 12' Multi-Directional Folding V-Plow	\$	541
8.128 Multi-Dir Folding V Plow Options-Henke - - Rubber Shield for 14' Multi-Directional Folding V-Plow		In Configuration
8.129 Multi-Dir Folding V Plow Options-Henke - - Rubber Shield for 16' Multi-Directional Folding V-Plow		In Configuration
8.130 Multi-Dir Folding V Plow Options-Henke - 6145120 - Swivel Lockout For Multi-Directional Folding V-Plow	\$	80
8.131 Multi-Dir Folding V Plow Options-Henke - 6186102 - Hydraulic Diverter Kit With In Cab Top Button Switch (converts one auxiliary function into two)	\$	1,498
8.132 Henke - - 10' Severe Duty Dozer Blade	\$	9,760
8.133 Henke - - 12' Severe Duty Dozer Blade	\$	10,173
8.134 Henke - - 14' Severe Duty Dozer Blade	\$	10,665
8.135 Henke - - 16' Severe Duty Dozer Blade	\$	10,815
8.136 Severe Duty Dozer Blade Options-Henke - NA - Install Dealer Supplied Coupler	\$	462
8.137 Severe Duty Dozer Blade Options-Henke - 6133202 - Swivel Backplate With JRB 416 Style Coupler	\$	1,804
8.138 Severe Duty Dozer Blade Options-Henke - 6133205 - Swivel Backplate With JRB 418 Style Coupler	\$	1,867
8.139 Severe Duty Dozer Blade Options-Henke - 6133223 - Swivel Backplate With JRB 420 Style Coupler	\$	4,486
8.140 Severe Duty Dozer Blade Options-Henke - 6133207 - Swivel Backplate With ACS Style Coupler 2K/30 - 17"	\$	3,640
8.141 Severe Duty Dozer Blade Options-Henke - 6133032 - Swivel Backplate With ACS Style Coupler 2K/50 - 18"	\$	2,642
8.142 Severe Duty Dozer Blade Options-Henke - 6133221 - Swivel Backplate With ACS Style Coupler 2K/60 - 19"	\$	3,724
8.143 Severe Duty Dozer Blade Options-Henke - 6133217 - Swivel Backplate With ACS Style Coupler 2K/70 - 19.5"	\$	4,067
8.144 Severe Duty Dozer Blade Options-Henke - 6133203 - Swivel Backplate With Parallel Style Hooks	\$	1,854
8.145 Severe Duty Dozer Blade Options-Henke - 6133211 - Swivel Backplate With IT Style Coupler	\$	1,925
8.146 Severe Duty Dozer Blade Options-Henke - 6133231 - Swivel Backplate With Fusion Style Coupler	\$	3,615
8.147 Severe Duty Dozer Blade Options-Henke - 6133204 - Swivel Backplate With HI-VIZ Style Coupler	\$	1,718
8.148 Severe Duty Dozer Blade Options-Henke - 6133219 - Swivel Backplate With VME Style Coupler	\$	1,828
8.149 Severe Duty Dozer Blade Options-Henke - 6133206 - Swivel Backplate With Scarifier Sockets	\$	2,001
8.150 Severe Duty Dozer Blade Options-Henke - 6084106 - 11" Mushroom Shoes	\$	516
8.151 Severe Duty Dozer Blade Options-Henke - - Rubber Shield for 10' Henke Severe Duty Dozer Blade		In Configuration

8.152 Severe Duty Dozer Blade Options-Henke - 6201500 - Rubber Shield for 12' Henke Severe Duty Dozer Blade	\$	199
8.153 Severe Duty Dozer Blade Options-Henke - - Rubber Shield for 14' Henke Severe Duty Dozer Blade		In Configuration
8.154 Severe Duty Dozer Blade Options-Henke - - Rubber Shield for 16' Henke Severe Duty Dozer Blade		In Configuration
8.155 Henke - 6303301 - Henke PLG11 Model (John Deere G T4 or GP T4)	\$	6,493
8.156 Parallel Hooks Lift Group Options-Henke - 7170800 - Henke Install (Includes All Hosing, Brackets, Bulkheads, Couplers and Quality Check)*	\$	450
8.157 Parallel Hooks Lift Group Options-Henke - 7170718 - JRB Install - JD Only (Includes All Hosing, Brackets, Bulkheads, Couplers & Freight Of Henke Components To JRB)* **	\$	883
8.158 Henke - 6178021 - Henke Scarifier Toolbar Head Adapter	\$	4,316
8.159 Scarifier Toolbar Head Adapter Options-Henke - 7070051 - Scarifier Shank	\$	88
8.160 Scarifier Toolbar Head Adapter Options-Henke - 7070052 - Scarifier Tooth	\$	12
8.161 Scarifier Toolbar Head Adapter Options-Henke - 2700-0580 - Scarifier J-Wedge	\$	7
8.162 Henke - 6303302 - Henke STB11 Model (John Deere G T4 or GP T4)	\$	7,614
8.163 Henke - 6301013 - Henke STB-XH Model (John Deere G T4 or GP T4)	\$	8,129
8.164 Parallel Hooks Lift Group Options-Henke - 7170800 - Henke Install (Includes All Hosing, Brackets, Bulkheads, Couplers and Quality Check)*	\$	450
8.165 Parallel Hooks Lift Group Options-Henke - 7170718 - JRB Install - JD Only (Includes All Hosing, Brackets, Bulkheads, Couplers & Freight Of Henke Components To JRB)* **	\$	883
8.166 Parallel Hooks Lift Group Options-Henke - 7070051 - Scarifier Shank	\$	88
8.167 Parallel Hooks Lift Group Options-Henke - 7070052 - Scarifier Tooth	\$	12
8.168 Parallel Hooks Lift Group Options-Henke - 2700-0580 - Scarifier J-Wedge	\$	7
8.169 Henke - 6305100 - Henke V-PIC	\$	7,238
8.170 Craig - 100PH - Craig 100 Series Plow Harness	\$	5,481
8.171 Craig - 100-UNIV - Craig 100 Series Universal Plow Harness	\$	7,440
8.172 Craig - QKMG - Craig Parallel Quick Hitch - Manual Lock Pins	\$	8,926
8.173 Craig - 630-10 - Craig 10' 630 Series Vee Plow	\$	13,041
8.174 Craig - 1072-10 - Craig 10' 1072 Series Plow	\$	9,845
8.175 Craig - 6900-12 - Craig 12' 6900 Series Heavy Duty Reversible Plow	\$	14,275
8.176 Craig - 850-9 - Craig 9' 850 Series Straight Fixed Dozer Blade	\$	6,509

9.0

**REAR ATTACHMENTS**

		State Base Item
9.00 6850 No Rear Attachment		
9.00 6810 Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin Includes Rear mounted Ripper/Scarifier with rear hitch and pin. NeverGrease Pin Joints. Three 2 x 5 in. Ripper Shanks w/teeth. Does not include Scarifier Shanks w/teeth (offered in code 9430: (9) Extra Scarifier Shanks w/Teeth For Rear Ripper/Scarifier) Can not be used with codes 6550, 6560 or 6610. Recommend Front Push Block (or other front equipment) for proper weight distribution and performance.	\$	8,833
9.00 6820 Rear Counterweight with Rear Hitch and Pin 1600 lbs.(725.7 kg.) Rear Counterweight. Recommend for use with Front / Mid Scarifier.	\$	1,317
9.00 6830 Rear Hitch and Pin Not for use with Rear Ripper/Scarifier.	\$	254
9.01 9430 (9) Extra Scarifier Shanks w/Teeth For Rear Ripper/Scarifier Requires Code 6810 Ripper/Scarifier.	\$	721
9.01 9440 (2) Extra Ripper Shanks w/Teeth For Rear Ripper/Scarifier Requires Code 6810 Ripper/Scarifier.	\$	608
9.01 AT367788 Rear Counterweight with Rear Hitch and Pin 1600 lbs.(725.7 kg.) Rear Counterweight. Recommend for use with Front / Mid Scarifier.	\$	2,598
9.01 AT339398 Rear Hitch and Pin	\$	1,337
9.01 AT363483 Rear Mounted Ripper/Scarifier Combination Includes Rear mounted ripper/Scarifier with rear hitch and pin Three 2 x 5 inch ripper shanks Cylinders and hoses for rear ripper/Scarifier. When not equipped with front mounted equipment, requires Ripper Hydraulics. Cannot be used with rear hitch. Requires 5th section valve code 6620 or order AT317288 Average installation, 8 hours.	\$	9,242
9.01 AT415551 Rear Scarifier Shanks (9) Includes nine (9) each of shanks, retainers, and holders.	\$	628

10.0

**SIDE ATTACHMENTS**

10.001 Fall - 2012A -12' ALL HYDRAULIC WING TALL POST 100" INSTALLED	\$	13,584
10.002 Falls - 2014A - 14' ALL HYDRAULIC WING TALL POST 100" INSTALLED	\$	14,238
10.003 Falls - 2012ASP - 12' ALL HYDRAULIC WING SHORT POST 66" INSTALLED	\$	13,267
10.004 FALLS-W12-12' CABLE OPERATED SNOW WING INSTALLED	\$	12,705
10.005 FALLS-Falls Options-HYDRAULIC ACCUMULATING BUFFER BRACE INSTALLED	\$	2,445
10.006 FALLS-Falls Options-HYDRAULIC ELEVATING REAR POST	\$	1,081
10.007 FALLS -2014ASP-14' ALL HYDRAULIC WING SHORT POST 66" INSTALLED	\$	13,921
10.008 FALLS -W14-14' CABLE OPERATED SNOW WING INSTALLED	\$	13,359
10.009 FALLS -Falls Options-ADD FOR REAR POST WITH DEERE COUNTERWEIGHT INSTALLED	\$	2,445

10.010 FALLS -Falls Options-RUN HOSES FOR 4TH FUNCTION ON GP GRADERS	\$	1,081
10.011 FALLS -IM3012-12' POSTLESS SNOW WING. INSTALLED	\$	18,739
10.012 FALLS -IM3014-14' POSTLESS SNOW WING. INSTALLED	\$	19,017
10.013 Falls - HYDRAULIC EXTENDABLE BUFFER BRACE FOR IM3000 WINGS	\$	2,445
10.014 Monroe - Option for rear ripper mount wing	\$	15,425
10.015 Monroe - SnowHawk-12-HYD - 12' Snow Hawk motorgrader wing	\$	16,432
10.016 Severe Duty Dozer Blade Options-Henke - - Swivel Lockout For Henke Severe Duty Dozer Blade		In Configuration
10.017 Henke - 958000004 - 12' Postless All Hydraulic Grader Wing (JD G T3 and T4 Fixed Rear)	\$	16,222
10.018 Henke - 958000024 - 12' Postless All Hydraulic Grader Wing (JD G T3 and T4 Rear Ripper)	\$	16,314
10.019 Henke - 958000004 - 12' Postless All Hydraulic Grader Wing (JD GP T3 and T4 Fixed Rear)	\$	16,222
10.020 Henke - 958000024 - 12' Postless All Hydraulic Grader Wing (JD GP T3 and T4 Rear Ripper)	\$	16,314
10.021 Postless Hyd Wing Options-Henke - 7170800 - Henke Install (Includes All Hosing, Brackets, Bulkheads, Couplers and Quality Check)*	\$	2,042
10.022 Postless Hyd Wing Options-Henke - 7170710 - JRB Install - JD Only (Includes All Hosing, Brackets, Bulkheads, Couplers & Freight Of Henke Components To JRB)* **	\$	3,002
10.023 Postless Hyd Wing Options-Henke - 6212105 - 3/4" x 8" Carbide Cutting Edge for 12' Grader Wing	\$	1,249
10.024 Postless Hyd Wing Options-Henke - 6211031 - 1/2" x 8" Carbon Cutting Edge for 12' Grader Wing	\$	252
10.025 Postless Hyd Wing Options-Henke - 6211088 - 3/4" x 8" Carbon Cutting Edge for 12' Grader Wing	\$	461
10.026 Postless Hyd Wing Options-Henke - 6211053 - 5/8" x 8" Carbon Cutting Edge for 12' Grader Wing	\$	271
10.027 Henke - 950000740 - 12' Fixed Rear All Hydraulic Grader Wing (John Deere G T4)	\$	15,214
10.028 Henke - 950000840 - 12' Fixed Rear All Hydraulic Grader Wing (John Deere GP T4)	\$	15,253
10.029 Fixed Rear Hyd Wing Options-Henke - 7170800 - Henke Install (Includes All Hosing, Brackets, Bulkheads, Couplers and Quality Check)*	\$	2,042
10.030 Fixed Rear Hyd Wing Options-Henke - 7170710 - JRB Install - JD Only (Includes All Hosing, Brackets, Bulkheads, Couplers & Freight Of Henke Components To JRB)* **	\$	3,002
10.031 Fixed Rear Hyd Wing Options-Henke - 6182602 - Remote Mount 2 Spool Valve Kit (Allows You To Tie Into Machine Hydraulic System To Feed Two Auxiliary Functions)***	\$	1,687
10.032 Fixed Rear Hyd Wing Options-Henke - 6182603 - Remote Mount 3 Spool Valve Kit (Allows You To Tie Into Machine Hydraulic System To Feed Three Auxiliary Functions)***	\$	2,197
10.033 Fixed Rear Hyd Wing Options-Henke - 6212105 - 3/4" x 8" Carbide Cutting Edge for 12' Grader Wing	\$	1,153
10.034 Fixed Rear Hyd Wing Options-Henke - 6211031 - 1/2" x 8" Carbon Cutting Edge for 12' Grader Wing	\$	232
10.035 Fixed Rear Hyd Wing Options-Henke - 6211088 - 3/4" x 8" Carbon Cutting Edge for 12' Grader Wing	\$	426
10.036 Fixed Rear Hyd Wing Options-Henke - 6211053 - 5/8" x 8" Carbon Cutting Edge for 12' Grader Wing	\$	250
10.037 Henke - 950200740 - 12' Rear Ripper All Hydraulic Grader Wing (John Deere G T4)	\$	14,507
10.038 Henke - 950200840 - 12' Rear Ripper All Hydraulic Grader Wing (John Deere GP T4)	\$	14,545
10.039 Rear Ripper All Hyd Wing Options-Henke - 7170800 - Henke Install (Includes All Hosing, Brackets, Bulkheads, Couplers and Quality Check)*	\$	2,042
10.040 Rear Ripper All Hyd Wing Options-Henke - 7170710 - JRB Install - JD Only (Includes All Hosing, Brackets, Bulkheads, Couplers & Freight Of Henke Components To JRB)* **	\$	3,002
10.041 Rear Ripper All Hyd Wing Options-Henke - 6182602 - Remote Mount 2 Spool Valve Kit (Allows You To Tie Into Machine Hydraulic System To Feed Two Auxiliary Functions)***	\$	1,687
10.042 Rear Ripper All Hyd Wing Options-Henke - 6182603 - Remote Mount 3 Spool Valve Kit (Allows You To Tie Into Machine Hydraulic System To Feed Three Auxiliary Functions)***	\$	2,197
10.043 Rear Ripper All Hyd Wing Options-Henke - 6212105 - 3/4" x 8" Carbide Cutting Edge for 12' Grader Wing	\$	1,153
10.044 Rear Ripper All Hyd Wing Options-Henke - 6211031 - 1/2" x 8" Carbon Cutting Edge for 12' Grader Wing	\$	232
10.045 Rear Ripper All Hyd Wing Options-Henke - 6211088 - 3/4" x 8" Carbon Cutting Edge for 12' Grader Wing	\$	426
10.046 Rear Ripper All Hyd Wing Options-Henke - 6211053 - 5/8" x 8" Carbon Cutting Edge for 12' Grader Wing	\$	250
10.047 Henke - 950100740 - 12' Elevating Rear All Hydraulic Grader Wing (John Deere G T4)	\$	17,430
10.048 Henke - 950100840 - 12' Elevating Rear All Hydraulic Grader Wing (John Deere GP T4)	\$	17,468
10.049 Elevating Rear Hyd Wing Options-Henke - 7170800 - Henke Install (Includes All Hosing, Brackets, Bulkheads, Couplers and Quality Check)*	\$	2,042
10.050 Elevating Rear Hyd Wing Options-Henke - 7170710 - JRB Install - JD Only (Includes All Hosing, Brackets, Bulkheads, Couplers & Freight Of Henke Components To JRB)* **	\$	3,002
10.051 Elevating Rear Hyd Wing Options-Henke - 6182602 - Remote Mount 2 Spool Valve Kit (Allows You To Tie Into Machine Hydraulic System To Feed Two Auxiliary Functions)***	\$	1,687
10.052 Elevating Rear Hyd Wing Options-Henke - 6182603 - Remote Mount 3 Spool Valve Kit (Allows You To Tie Into Machine Hydraulic System To Feed Three Auxiliary Functions)***	\$	2,197
10.053 Elevating Rear Hyd Wing Options-Henke - 6212105 - 3/4" x 8" Carbide Cutting Edge for 12' Grader Wing	\$	1,153
10.054 Elevating Rear Hyd Wing Options-Henke - 6211031 - 1/2" x 8" Carbon Cutting Edge for 12' Grader Wing	\$	232
10.055 Elevating Rear Hyd Wing Options-Henke - 6211088 - 3/4" x 8" Carbon Cutting Edge for 12' Grader Wing	\$	426
10.056 Elevating Rear Hyd Wing Options-Henke - 6211053 - 5/8" x 8" Carbon Cutting Edge for 12' Grader Wing	\$	250
10.057 Craig - 301RM-12 - Craig 12' 301 Series Rear Mount Wing - 48" bench height	\$	24,978
10.058 Craig - 302RM-12 - Craig 12' 302 Series Rear Mount Wing - 60" bench height	\$	29,206
10.059 Craig - 302FM-12 - Craig 12' 302 Series Front Mount Wing - 60" bench height	\$	32,343
10.060 Craig - 300RM-12 - Craig 12' 300 Series Rear Mount Wing - Parallel Front Lift	\$	26,055
10.061 Craig - 301RMUS-12 - Craig 12' 301 Series Rear Mount Under Slung Wing - 48" bench height	\$	27,252
10.062 Craig - WE-13-S2-HYD - Craig 13' Series Two Windrow Eliminator	\$	23,384

10.063	Craig - WE-13-S3-HYD - Craig 13' Series Three Windrow Eliminator	\$	20,010
10.064	Craig - SW-HK - Craig Snow Wing Hydraulic Kit	\$	1,526
10.065	Craig - MG-RPB-RP - Craig Wing Rear Post Bracket Required if Grader is installed with Rear Ripper - include in price of wing	\$	3,032

**11.0 OTHER ATTACHMENTS**

11.001	6730 Mid-Mount Scarifier with Integrated Front Push Plate Requires hydraulic code 6525 or 6526 Mid-Mount Scarifier with Push Block Can not be used with Front Scarifier. Not for use with Front Fenders Code 7810. Recommend Rear Counterweight for better machine balance.	\$	8,002
11.002	9200 Level 1 Electronic Corrosion Prevention Package Corrosion Preventive Treatment for critical electronic connections. Requires code 5710 Transmission Solenoid Valve Guard.	\$	1,024
11.003	9298 Beacon with Flip Down Cab Beacon Bracket (RH) Includes beacon and bracket. Order codes 9298 and 9299 for dual beacons.	\$	338
11.004	9299 Beacon with Flip Down Cab Beacon Bracket (LH) Includes beacon and bracket. Order codes 9298 and 9299 for dual beacons.	\$	338
11.005	9290 Flip Down Cab Beacon Bracket (RH) Order codes 9290 and 9295 for dual beacon brackets.	\$	79
11.006	9295 Flip Down Cab Beacon Bracket (LH) Order codes 9290 and 9295 for dual beacon brackets.	\$	79
11.007	9280 Slow Moving Vehicle (SMV) Sign	\$	43
11.008	9330 Finish Paint Less Decals For use when custom paint is required Decals packaged with machine. Some decals installed.		No Charge
11.009	9909 Non-Export Rust Preventive Coating	\$	120
11.010	AT359016 IGC Mast Mounts(2)	\$	843
11.011	AT339396 Slow Moving Vehicle Emblem and Mounting Bracket	\$	434
11.012	AT370909 Slow Moving Vehicle Emblem and Mounting Bracket	\$	307
11.013	AT363364 Mid-Mount Scarifier with Front Push Block Requires code 6525 Hydraulics. Mid-Mount Scarifier with Push Block Can not be used with Front Scarifier. Not for use with Front Fenders. Recommend Rear Counterweight for better machine balance.	\$	9,529
11.014	AT318620 Beacon Bracket Kit For Right or Left cab side.	\$	775
11.015	AT410369 LH Beacon Bracket For use with FT4 only.	\$	326
11.016	AT410368 RH Beacon Bracket For use with FT4 only.	\$	326
11.017	RDO Parts AT215231 Fluid sample port pump	\$	4
11.018	Freight - Freight to and from Falls for installation	\$	1,201
11.019	Falls Options - RUN HOSES FOR 4TH FUNCTION ON GP GRADERS	\$	1,081
11.020	Freight - Freight to Monroe for installation	\$	1,201
11.021	Henke - Freight to factory for installation	\$	2,882

**12.0 EXTENDED WARRANTY OPTIONS**

12.001	Comprehensive 24 Month 1000 Hr	\$	4,216
12.002	Comprehensive 24 Month 1500 Hr	\$	4,439
12.003	Comprehensive 24 Month 2000 Hr	\$	4,671
12.004	Comprehensive 24 Month 2500 Hr	\$	4,917
12.005	Comprehensive 24 Month 3000 Hr	\$	5,177
12.006	Comprehensive 24 Month 4000 Hr	\$	5,752
12.007	Comprehensive 24 Month 5000 Hr	\$	6,389
12.008	Comprehensive 24 Month 6000 Hr	\$	7,118
12.009	Comprehensive 24 Month 7000 Hr	\$	9,948
12.010	Comprehensive 24 Month 7500 Hr	\$	12,590
12.011	Comprehensive 36 Month 1000 Hr	\$	4,558
12.012	Comprehensive 36 Month 1500 Hr	\$	4,799
12.013	Comprehensive 36 Month 2000 Hr	\$	5,049
12.014	Comprehensive 36 Month 2500 Hr	\$	5,315
12.015	Comprehensive 36 Month 3000 Hr	\$	5,596
12.016	Comprehensive 36 Month 4000 Hr	\$	6,218
12.017	Comprehensive 36 Month 5000 Hr	\$	6,907
12.018	Comprehensive 36 Month 6000 Hr	\$	9,195
12.019	Comprehensive 36 Month 7000 Hr	\$	12,102
12.020	Comprehensive 36 Month 7500 Hr	\$	13,713
12.021	Comprehensive 48 Month 1000 Hr	\$	5,882
12.022	Comprehensive 48 Month 1500 Hr	\$	6,191
12.023	Comprehensive 48 Month 2000 Hr	\$	6,517
12.024	Comprehensive 48 Month 2500 Hr	\$	6,861
12.025	Comprehensive 48 Month 3000 Hr	\$	7,221
12.026	Comprehensive 48 Month 4000 Hr	\$	8,023
12.027	Comprehensive 48 Month 5000 Hr	\$	8,915
12.028	Comprehensive 48 Month 6000 Hr	\$	11,161
12.029	Comprehensive 48 Month 7000 Hr	\$	14,470

12.030	Comprehensive 48 Month 7500 Hr	\$	16,355
12.031	Comprehensive 60 Month 1000 Hr	\$	7,207
12.032	Comprehensive 60 Month 1500 Hr	\$	7,585
12.033	Comprehensive 60 Month 2000 Hr	\$	7,985
12.034	Comprehensive 60 Month 2500 Hr	\$	8,405
12.035	Comprehensive 60 Month 3000 Hr	\$	8,847
12.036	Comprehensive 60 Month 4000 Hr	\$	9,830
12.037	Comprehensive 60 Month 5000 Hr	\$	10,922
12.038	Comprehensive 60 Month 6000 Hr	\$	13,129
12.039	Comprehensive 60 Month 7000 Hr	\$	16,836
12.040	Comprehensive 60 Month 7500 Hr	\$	18,997
12.041	Comprehensive 72 Month 3000 Hr	\$	10,110
12.042	Comprehensive 72 Month 4000 Hr	\$	11,233
12.043	Comprehensive 72 Month 5000 Hr	\$	12,481
12.044	Comprehensive 72 Month 6000 Hr	\$	14,295
12.045	Comprehensive 72 Month 7000 Hr	\$	18,287
12.046	Comprehensive 72 Month 7500 Hr	\$	20,612
12.047	Comprehensive 84 Month 4000 Hr	\$	12,166
12.048	Comprehensive 84 Month 5000 Hr	\$	13,516
12.049	Comprehensive 84 Month 6000 Hr	\$	15,459
12.050	Comprehensive 84 Month 7000 Hr	\$	19,764
12.051	Comprehensive 84 Month 7500 Hr	\$	22,255
12.052	Power Train And Hydraulics 24 Month 1000 Hr	\$	2,471
12.053	Power Train And Hydraulics 24 Month 1500 Hr	\$	2,602
12.054	Power Train And Hydraulics 24 Month 2000 Hr	\$	2,737
12.055	Power Train And Hydraulics 24 Month 2500 Hr	\$	2,882
12.056	Power Train And Hydraulics 24 Month 3000 Hr	\$	3,035
12.057	Power Train And Hydraulics 24 Month 4000 Hr	\$	3,371
12.058	Power Train And Hydraulics 24 Month 5000 Hr	\$	3,744
12.059	Power Train And Hydraulics 24 Month 6000 Hr	\$	4,172
12.060	Power Train And Hydraulics 24 Month 7000 Hr	\$	5,831
12.061	Power Train And Hydraulics 24 Month 7500 Hr	\$	7,378
12.062	Power Train And Hydraulics 24 Month 8000 Hr	\$	8,467
12.063	Power Train And Hydraulics 24 Month 9000 Hr	\$	10,972
12.064	Power Train And Hydraulics 24 Month 10000 Hr	\$	13,977
12.065	Power Train And Hydraulics 36 Month 1000 Hr	\$	2,672
12.066	Power Train And Hydraulics 36 Month 1500 Hr	\$	2,813
12.067	Power Train And Hydraulics 36 Month 2000 Hr	\$	2,960
12.068	Power Train And Hydraulics 36 Month 2500 Hr	\$	3,115
12.069	Power Train And Hydraulics 36 Month 3000 Hr	\$	3,279
12.070	Power Train And Hydraulics 36 Month 4000 Hr	\$	3,644
12.071	Power Train And Hydraulics 36 Month 5000 Hr	\$	4,048
12.072	Power Train And Hydraulics 36 Month 6000 Hr	\$	5,388
12.073	Power Train And Hydraulics 36 Month 7000 Hr	\$	7,092
12.074	Power Train And Hydraulics 36 Month 7500 Hr	\$	8,036
12.075	Power Train And Hydraulics 36 Month 8000 Hr	\$	9,137
12.076	Power Train And Hydraulics 36 Month 9000 Hr	\$	11,722
12.077	Power Train And Hydraulics 36 Month 10000 Hr	\$	14,699
12.078	Power Train And Hydraulics 48 Month 1000 Hr	\$	3,447
12.079	Power Train And Hydraulics 48 Month 1500 Hr	\$	3,628
12.080	Power Train And Hydraulics 48 Month 2000 Hr	\$	3,819
12.081	Power Train And Hydraulics 48 Month 2500 Hr	\$	4,021
12.082	Power Train And Hydraulics 48 Month 3000 Hr	\$	4,233
12.083	Power Train And Hydraulics 48 Month 4000 Hr	\$	4,702
12.084	Power Train And Hydraulics 48 Month 5000 Hr	\$	5,225
12.085	Power Train And Hydraulics 48 Month 6000 Hr	\$	6,541
12.086	Power Train And Hydraulics 48 Month 7000 Hr	\$	8,480
12.087	Power Train And Hydraulics 48 Month 7500 Hr	\$	9,585
12.088	Power Train And Hydraulics 48 Month 8000 Hr	\$	10,869
12.089	Power Train And Hydraulics 48 Month 9000 Hr	\$	13,865
12.090	Power Train And Hydraulics 48 Month 10000 Hr	\$	17,331
12.091	Power Train And Hydraulics 60 Month 1000 Hr	\$	4,224
12.092	Power Train And Hydraulics 60 Month 1500 Hr	\$	4,446
12.093	Power Train And Hydraulics 60 Month 2000 Hr	\$	4,679
12.094	Power Train And Hydraulics 60 Month 2500 Hr	\$	4,926
12.095	Power Train And Hydraulics 60 Month 3000 Hr	\$	5,185
12.096	Power Train And Hydraulics 60 Month 4000 Hr	\$	5,761
12.097	Power Train And Hydraulics 60 Month 5000 Hr	\$	6,401
12.098	Power Train And Hydraulics 60 Month 6000 Hr	\$	7,694
12.099	Power Train And Hydraulics 60 Month 7000 Hr	\$	9,867
12.100	Power Train And Hydraulics 60 Month 7500 Hr	\$	11,133
12.101	Power Train And Hydraulics 60 Month 8000 Hr	\$	12,599
12.102	Power Train And Hydraulics 60 Month 9000 Hr	\$	16,007
12.103	Power Train And Hydraulics 60 Month 10000 Hr	\$	19,963
12.104	Power Train And Hydraulics 72 Month 3000 Hr	\$	5,925
12.105	Power Train And Hydraulics 72 Month 4000 Hr	\$	6,582
12.106	Power Train And Hydraulics 72 Month 5000 Hr	\$	7,314
12.107	Power Train And Hydraulics 72 Month 6000 Hr	\$	8,378
12.108	Power Train And Hydraulics 72 Month 7000 Hr	\$	10,718
12.109	Power Train And Hydraulics 72 Month 7500 Hr	\$	12,080

12.110	Power Train And Hydraulics 72 Month 8000 Hr	\$	13,659
12.111	Power Train And Hydraulics 72 Month 9000 Hr	\$	17,321
12.112	Power Train And Hydraulics 72 Month 10000 Hr	\$	21,552
12.113	Power Train And Hydraulics 84 Month 4000 Hr	\$	7,129
12.114	Power Train And Hydraulics 84 Month 5000 Hr	\$	7,922
12.115	Power Train And Hydraulics 84 Month 6000 Hr	\$	9,059
12.116	Power Train And Hydraulics 84 Month 7000 Hr	\$	11,582
12.117	Power Train And Hydraulics 84 Month 7500 Hr	\$	13,042
12.118	Power Train And Hydraulics 84 Month 8000 Hr	\$	14,733
12.119	Power Train And Hydraulics 84 Month 9000 Hr	\$	18,652
12.120	Power Train And Hydraulics 84 Month 10000 Hr	\$	23,184
12.121	Power Train 24 Month 1000 Hr	\$	1,458
12.122	Power Train 24 Month 1500 Hr	\$	1,536
12.123	Power Train 24 Month 2000 Hr	\$	1,616
12.124	Power Train 24 Month 2500 Hr	\$	1,700
12.125	Power Train 24 Month 3000 Hr	\$	1,790
12.126	Power Train 24 Month 4000 Hr	\$	1,989
12.127	Power Train 24 Month 5000 Hr	\$	2,210
12.128	Power Train 24 Month 6000 Hr	\$	2,463
12.129	Power Train 24 Month 7000 Hr	\$	3,440
12.130	Power Train 24 Month 7500 Hr	\$	4,353
12.131	Power Train 24 Month 8000 Hr	\$	4,996
12.132	Power Train 24 Month 9000 Hr	\$	6,474
12.133	Power Train 24 Month 10000 Hr	\$	8,247
12.134	Power Train 36 Month 1000 Hr	\$	1,577
12.135	Power Train 36 Month 1500 Hr	\$	1,660
12.136	Power Train 36 Month 2000 Hr	\$	1,748
12.137	Power Train 36 Month 2500 Hr	\$	1,838
12.138	Power Train 36 Month 3000 Hr	\$	1,936
12.139	Power Train 36 Month 4000 Hr	\$	2,150
12.140	Power Train 36 Month 5000 Hr	\$	2,389
12.141	Power Train 36 Month 6000 Hr	\$	3,180
12.142	Power Train 36 Month 7000 Hr	\$	4,185
12.143	Power Train 36 Month 7500 Hr	\$	4,743
12.144	Power Train 36 Month 8000 Hr	\$	5,391
12.145	Power Train 36 Month 9000 Hr	\$	6,917
12.146	Power Train 36 Month 10000 Hr	\$	8,673
12.147	Power Train 48 Month 1000 Hr	\$	2,034
12.148	Power Train 48 Month 1500 Hr	\$	2,140
12.149	Power Train 48 Month 2000 Hr	\$	2,253
12.150	Power Train 48 Month 2500 Hr	\$	2,374
12.151	Power Train 48 Month 3000 Hr	\$	2,498
12.152	Power Train 48 Month 4000 Hr	\$	2,775
12.153	Power Train 48 Month 5000 Hr	\$	3,083
12.154	Power Train 48 Month 6000 Hr	\$	3,860
12.155	Power Train 48 Month 7000 Hr	\$	5,003
12.156	Power Train 48 Month 7500 Hr	\$	5,655
12.157	Power Train 48 Month 8000 Hr	\$	6,413
12.158	Power Train 48 Month 9000 Hr	\$	8,182
12.159	Power Train 48 Month 10000 Hr	\$	10,226
12.160	Power Train 60 Month 1000 Hr	\$	2,492
12.161	Power Train 60 Month 1500 Hr	\$	2,624
12.162	Power Train 60 Month 2000 Hr	\$	2,761
12.163	Power Train 60 Month 2500 Hr	\$	2,906
12.164	Power Train 60 Month 3000 Hr	\$	3,060
12.165	Power Train 60 Month 4000 Hr	\$	3,399
12.166	Power Train 60 Month 5000 Hr	\$	3,776
12.167	Power Train 60 Month 6000 Hr	\$	4,539
12.168	Power Train 60 Month 7000 Hr	\$	5,821
12.169	Power Train 60 Month 7500 Hr	\$	6,570
12.170	Power Train 60 Month 8000 Hr	\$	7,434
12.171	Power Train 60 Month 9000 Hr	\$	9,445
12.172	Power Train 60 Month 10000 Hr	\$	11,779
12.173	Power Train 72 Month 3000 Hr	\$	3,497
12.174	Power Train 72 Month 4000 Hr	\$	3,884
12.175	Power Train 72 Month 5000 Hr	\$	4,316
12.176	Power Train 72 Month 6000 Hr	\$	4,943
12.177	Power Train 72 Month 7000 Hr	\$	6,324
12.178	Power Train 72 Month 7500 Hr	\$	7,126
12.179	Power Train 72 Month 8000 Hr	\$	8,059
12.180	Power Train 72 Month 9000 Hr	\$	10,220
12.181	Power Train 72 Month 10000 Hr	\$	12,717
12.182	Power Train 84 Month 4000 Hr	\$	4,206
12.183	Power Train 84 Month 5000 Hr	\$	4,674
12.184	Power Train 84 Month 6000 Hr	\$	5,345
12.185	Power Train 84 Month 7000 Hr	\$	6,834
12.186	Power Train 84 Month 7500 Hr	\$	7,696
12.187	Power Train 84 Month 8000 Hr	\$	8,693
12.188	Power Train 84 Month 9000 Hr	\$	11,006
12.189	Power Train 84 Month 10000 Hr	\$	13,680



13.0

**EQUIPMENT RENTAL**

If rental programs are available on contract equipment offered, with the option to purchase, list the winter and summer hourly/weekly/monthly rental rate. Indicate the percent of rental fee paid by the purchaser that will be applied to the purchase price. (see Special Terms and Conditions - EQUIPMENT RENTAL).

Summer Hourly Rental Rate:	N/A
Summer Weekly Rental Rate:	\$3,400
Summer Monthly Rental Rate:	\$8,160

Winter Hourly Rental Rate:	N/A
Winter Weekly Rental Rate:	\$3,400
Winter Monthly Rental Rate:	\$8,160

Percent (%) of Rental Fee applied to purchase price:	100%
--	------

If the new rental equipment is purchased and finance charges are applicable for the actual rental term only, state the actual interest rate here: Prime + 3%

14.0

**RENTAL RETURN OR DEMO EQUIPMENT SALE**

(see Special Terms and Conditions - RENTAL RETURN OR DEMO EQUIPMENT SALE)  
DEDUCT cost per Used Hour offered from the original State Contract base price.

\$	25
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15.0

**DISCOUNT OFF LIST PRICE FOR RELATED PARTS & ACCESSORIES**

(See Special Terms and Conditions)

N/A
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16.0

**HOURLY SHOP RATE**

Labor Rate Per Hour

\$	120
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17.0

**DELIVERY STARTING POINT**

City / State / ZIP:

- Delivery Starting Point - City, State, Zip

RDO - Burnsville, MN 55337
RDO - Grand Forks, ND 58203
RDO - Marshall, MN 56258
RDO - Moorhead, MN 56560
RDO - North Mankato, MN 56003
RDO - Rochester, MN 55901
RDO - Sauk Rapids, MN 56379
Nortrax - Bemidji, MN 56601
Nortrax - Duluth, MN 55811
Nortrax - Grand Rapids, MN 55744

18.0

**DELIVERY CHARGES** - (see Special Terms and Conditions)

Cost per loaded Mile

\$	6
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19.0

**MINIMUM DELIVERY CHARGE** (if any) - (see Special Terms and Conditions)

\$	300
----	-----



Materials Management Division  
 112 Administration Building  
 50 Sherburne Avenue  
 St. Paul, MN 55155  
 Voice: 651.296.2600  
 Fax: 651.297.3996

**NOTIFICATION OF CONTRACT AWARD**

To: Mr. Jesse Miller  
 RDO Equipment Co. Burnsville  
 12500 DuPont Avenue South  
 Burnsville, MN 55337

CONTRACT NO: 00000000000000000000100490  
 (100490)  
 RELEASE NO: M-439(5)  
 CONTRACT PERIOD: September 21, 2015, or the  
 date of contract execution,  
 whichever is later  
 Through September 30, 2016  
 EXTENSION OPTION: Up to 12 months

You are hereby notified that your response to our solicitation, which opened August 21, 2015, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: Motor Graders.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibit A and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

**1. RDO EQUIPMENT COMPANY BURNSVILLE**

The Contractor certifies that the appropriate person(s) have executed this Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]  
 Signature  
Jesse Miller  
 Printed Name  
 Title: GoD Sales  
 Date: 9/14/15  
 By: \_\_\_\_\_  
 Signature  
 Printed Name  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**2. MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, subd. 2

By: [Signature]  
 Title: Acquisition Management Specialist  
 Date: 21 Sept 2015

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: Original signed  
 Date: \_\_\_\_\_

SEP 22 2015  
 By Chris Marquette

**STATE OF MINNESOTA  
MATERIALS MANAGEMENT DIVISION**

**PRICE CONTRACT  
EXHIBIT A**

---

As stated in the Notification of Contract Award, this Contract incorporates the terms, conditions and specifications of the solicitation and response for the equipment listed below and at the prices provided with the response.

<b>TERMS:</b>	<b>NET 30</b>
<b>DELIVERY:</b>	<b>10 Days</b>
<b>EQUIPMENT OFFERED:</b>	<b>As Offered by Make and Model</b>
	<b>John Deere 670G</b>
	<b>John Deere 672G</b>
	<b>John Deere 770G</b>
	<b>John Deere 772G</b>
	<b>John Deere 870G</b>
	<b>John Deere 872G</b>

# Admin Minnesota

## Materials Management Division

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996  
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

### CONTRACT RELEASE: M-439(5)

DATE: DECEMBER 22, 2015

PRODUCT/SERVICE: MOTOR GRADER EQUIPMENT PURCHASE, RENTAL AND MISCELLANEOUS PARTS

CONTRACT PERIOD: SEPTEMBER 21, 2015, THROUGH SEPTEMBER 30, 2016

EXTENSION OPTIONS: UP TO 12 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): LUANN OLSON

PHONE: 651.201.2447

E-MAIL: [luann.olson@state.mn.us](mailto:luann.olson@state.mn.us)

WEB SITE: [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us)

#### NOTIFICATION OF MULTIPLE AWARDS

THIS RELEASE CONTAINS MULTIPLE AWARDS FOR SIMILAR OR LIKE ITEMS. STATE AGENCIES AND CPV MEMBERS SHOULD REVIEW AND COMPARE ALL MULTIPLE AWARD CONTRACT VENDORS IN ORDER TO ENSURE THE BEST VALUE FOR THEIR POTENTIAL PURCHASE. FACTORS SUCH AS, BUT NOT LIMITED TO, COST, EQUIPMENT WARRANTY TERMS, VENDOR LOCATION, DELIVERY LEAD TIMES, AVAILABLE SUBSTITUTES, SELECTED OPTIONS AND CURRENT FLEET AND EQUIPMENT OR PARTS INVENTORY LEVELS ALL MAY CONTRIBUTE TO THE TOTAL COST/VALUE OF AN INDIVIDUAL PURCHASE. MULTIPLE VENDORS MAY BE ABLE TO SATISFY THE REQUIREMENTS OF THE PURCHASER AND THEREFORE IT IS IMPORTANT FOR THE PURCHASER TO REVIEW ALL CONTRACTS AND CONTRACT PRICES BEFORE EXECUTING AN ORDER.

#### CONTRACT VENDOR

RDO EQUIPMENT COMPANY  
12500 DuPont Avenue South  
Burnsville, MN 55337

#### CONTRACT NO.

100490

#### TERMS

NET 30

#### DELIVERY

10 DAYS

CONTACT: Jesse Miller

EMAIL: [jmiller@rdoequipment.com](mailto:jmiller@rdoequipment.com)

PHONE: 612.202.6906  
or 800.950.3298

FAX: 952.890.7046

VENDOR NO.: 0000199158-001

DEALER NAME	SWIFT VENDOR ID	LOC CODE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT NAME
RDO Equipment Co	0000199158	001	12500 DuPont Avenue South	Burnsville	MN	55337	612.202.6906	Jesse Miller
RDO Equipment Co	0000199158	004	11910 LORRAY DR	North Mankato	MN	56003	612.202.6906	Jesse Miller
RDO Equipment Co	0000199158	005	1236 60TH AVE NW	Rochester	MN	55901	612.202.6906	Jesse Miller
RDO Equipment Co	0000199158	006	1710 E COLLEGE DR	Marshall	MN	56258	612.202.6906	Jesse Miller
RDO Equipment Co	0000199158	009	6700 Highway 10 Northwest	Sauk Rapids	MN	56379	612.202.6906	Jesse Miller
RDO Equipment Co	0000199158	010	2900 Main Ave SE	Moorhead	MN	56560	612.202.6906	Jesse Miller
RDO Equipment Co	0000199158	008	6565 Gateway Drive	Grand Forks	MN	58203	612.202.6906	Jesse Miller
Nortrax	0000801499	004	259 Convenience Lane SW	Bemidji	MN	56601	612.202.6906	Jesse Miller
Nortrax	0000801499	003	3401 Arrowhead Road	Duluth	MN	55811	612.202.6906	Jesse Miller
Nortrax	0000801499	002	34316 Highway 2	Grand Rapids	MN	55744	612.202.6906	Jesse Miller

**CONTRACT VENDOR**

**CONTRACT NO.**

**TERMS**

**DELIVERY**

**TITAN MACHINERY**  
6340 Highway 101  
Shakopee, MN 55379

**100492**

**NET 30**

**5-295 DAYS**

**CONTACT: Andy Bethel**  
**EMAIL: [andy.bethel@titanmachinery.com](mailto:andy.bethel@titanmachinery.com)**

**PHONE: 612.741.3321**  
**FAX: 952.445.0365**

**VENDOR NO.: 0000251892-015**

DEALER NAME	SWIFT VENDOR ID	LOC CODE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT NAME
Titan Machinery Inc.	251892	18	6340 County Road 101 E	Shakopee	MN	55379	952-445-5400	Andy Bethel
Titan Machinery Inc.	251892	6	4001 38th Street SW	Fargo	ND	54108	701-237-3333	Bob Boatman
Titan Machinery Inc.	251892	10	500 Ingersoll Ave	Crookston	MN	56716	218-281-4668	Mike Kolstoe
Titan Machinery Inc.	251892	19	4311 Haines Road	Hermantown	MN	55811	218-727-3038	Ryan Schall
Titan Machinery Inc.	251892	17	14375 James Road	Rogers	MN	55374	763-428-5099	Mike Morrison
Titan Machinery Inc.	251892	2	1201 North Hwy 59	Marshall	MN	56258	507-532-5783	Lucas Hilgemann
Titan Machinery Inc.	251892	5	4201 N. Cliff Ave	Sioux Falls	SD	57104	605-336-3434	Matt Leighton
Titan Machinery Inc.	251892	20	N 1626 Wuensch Road	La Crosse	WI	54601	608-788-1025	Chuck Schams

**ZIEGLER, INC.**  
901 W. 94<sup>th</sup> Street  
Minneapolis, MN 55420

**100494**

**NET 30**

**1-180 DAYS**

**CONTACT: Richard Alness**  
**EMAIL: [richard.alness@zieglercat.com](mailto:richard.alness@zieglercat.com)**

**PHONE: 952.888.4121**  
**FAX: 952.887.5820**

**VENDOR NO.: 0000208585-001**

DEALER NAME	SWIFT VENDOR ID	LOC CODE	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT NAME
Butler Machinery Co.	204147	001	3401 - 33 <sup>rd</sup> Street South	Fargo	ND	58104	701-298-1708	Jenaah Hanson

**CONTRACT USERS.** This Contract is available to the following entities as indicated by the checked boxes below.

- State agencies
- Cooperative Purchasing Venture (CPV) members

**STATE AGENCY CONTRACT USE.** State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

**STATE AGENCY ORDERING INSTRUCTIONS.** Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

**CONTRACT FEEDBACK.** If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the

**SPECIAL TERMS AND CONDITIONS**

**SCOPE.** The purpose of the Contract is to provide a source for motor grader equipment, rental and miscellaneous parts to State agencies and CPV members.

**PRICES.** Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

**DELIVERY CHARGES.** The delivery charge per loaded mile and the delivery starting point is stated on the Price Schedule if delivery is not included in the equipment price.

Mileage distance will be the distance from the delivery starting point to the Customer's delivery point only. Mileage distances will be determined from <http://maps.yahoo.com>. The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses.

**MINIMUM DELIVERY CHARGE.** The Contract Vendor may include a "minimum delivery charge" on the Price Schedule. The ordering agency may use the Contract Vendor delivery, may pick up the equipment, or may contract for delivery with anyone it chooses.

**EQUIPMENT LITERATURE.** Upon request by a State agency or CPV member, the Contract Vendor shall provide literature at no cost for the equipment offered in its response. This shall include operating, safety and maintenance manuals.

**ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTY.** The equipment offered must include the OEM standard warranty. The Contract Vendor shall be responsible for the cost of any inspections, adjustments, warranted parts, and labor charges to repair or replace warranted parts that are a result of equipment failure(s) during the warranty period. This shall be performed promptly unless otherwise mutually agreed by the Customer and the Contract Vendor. This warranty shall commence when the unit is put into service.

**MISCELLANEOUS ITEMS.** State agencies may purchase incidental miscellaneous parts, accessories and labor that is directly related to a specific item(s) included on the Contract. The total cost for these miscellaneous items may not exceed \$5,000.00 for an individual purchase order. If the Customer's entity requires a lower threshold for competitive bidding other than \$5,000.00, they must follow their local entity's requirements. Any purchase order must be issued to the Contract Vendor.

<b>USPSNC</b>	<b>DESCRIPTION</b>
21101701	Motor Graders
78111808	Motor Grader Rental
25174800	Attachments
78181507	Labor / Shop Rate

**REVISIONS.**

12.22.15 Butler Machinery Company has been added to Contract 100494 as an authorized distributor.

## EQUIPMENT SPECIFICATION

SPECIFICATION: 620-715

Reference: July 23, 2015

### MOTOR GRADER

#### 1.0 SCOPE:

This unit shall be the most current advertised production model as modified per specifications and approved by MnDOT - furnished with all standard equipment advertised whether or not specifically called for here, except where the item is replaced by optional over standard equipment or conflicting equipment is specified. The unit shall be complete with all equipment required and ready for immediate operation to function as listed below and the unit must meet applicable codes and standards.

#### 2.0 MOTOR GRADER REQUIREMENTS

- 2.1 Motor grader shall have backup alarm.
- 2.2 Motor grader shall have an operator warning system.
- 2.3 Motor grader shall have inside cab gauges or electronic monitoring which include fuel, articulation, engine coolant temp, hour meter, speedometer tachometer, oil pressure and voltmeter/alternator.
- 2.4 Unit shall have inside cab wide angle rearview mirror and outside mounted mirrors.
- 2.5 Cab shall have R.O.P.S.
- 2.6 Unit shall have seat belt.
- 2.7 Unit shall have hand and foot throttle.
- 2.8 Unit shall have front windshield washer and wiper system.
- 2.9 Unit shall have hydraulic blade side shift and tip.
- 2.10 Unit shall have parking brake.
- 2.11 Unit shall have vandal proof caps and engine compartment.
- 2.12 Unit shall have moldboard with replaceable edges.
- 2.13 Unit shall have work lights.
- 2.14 Unit shall have cab/bar mounted lights.
- 2.15 Unit shall have cab heater with front and rear window defroster.
- 2.16 Engine shall be liquid cooled diesel.
- 2.17 Unit shall have engine coolant heater with weather proof plug.
- 2.18 Unit shall have cold starting aid system.
- 2.19 When offering attachments such as but not limited to V-plows, scarifier, wing plows, etc., price must include everything needed so unit is complete, installed and ready to use by the operator from the cab.
- 2.20 Motor grader shall be delivered with 1 complete additional set of OEM air and fluid filters.
- 2.21 Manufacturer's standard color acceptable, lead free paint.
- 2.22 The Contract Vendor to ensure equipment meets all current Federal and Minnesota safety codes.
- 2.23 Each motor grader shall be supplied with one set of parts, service, repair and operations manuals.

Detail pricing information is available on MnDOT web page:

<http://www.dot.state.mn.us/maintenance/equipment/contracts/contracts.html>

**MOTOR GRADER EQUIPMENT LIST**

<b>VENDOR</b>	<b>MAKE/MODEL</b>
<b>RDO Equipment</b> Contract #100490	John Deere 670G John Deere 672G John Deere 770G John Deere 772G John Deere 870G John Deere 872G
<b>Titan Equipment</b> Contract #100492	Case 845B DHP Case 865B VHP Case 865B AWD Case 885B DHP Case 885B AWD
<b>Ziegler, Inc.</b> Contract #100494	Caterpillar 12M3 Caterpillar 120M2 Caterpillar 140M3 Caterpillar 160M3 NorAm 65E

Items on the Price Pages that did not include a fixed price, or did not include a percentage discount to be applied to a Price List, or stated "Call Dealer for Quote" in the price column are not on Contract, and are removed from the Price Schedule.

## Request for City Council Action

**TO:** Mayor and City Council  
**FROM:** Shane Waterman, P.E., City Engineer  
**MEETING DATE:** September 19, 2016  
**SUBJECT:** **Consideration of Change Order No.2 for Uptown Alley Reconstruction Project #1607**

---

**Background:** On May 6, 2016 three (3) bids were received for the Uptown Alley Reconstruction Project #1607. Crestone Builders of Watertown had the low bid (including alternates) of \$246,810.78, which was 10% lower than the Engineer's Estimate of \$273,028.50. A contract was awarded to Crestone Builders at the May 16, 2016 Council meeting.

The Project includes the reconstruction of the T-alley between Kemp Avenue and 1<sup>st</sup> Avenue North and between Broadway Street and Maple Street. Reconstruction of the 20'x388' & 20'x214' T-alley consists of approximately 1254 SY of pavement removal, 392 Ton of base course, 1131 SY of PC concrete surfacing and 1226 SF of concrete sidewalk.

While working in the alley adjacent to the building addressed 12 N. Broadway Street it was noted the existing pavement became disturbed during construction. The pavement was subsequently replaced during the alley paving. Crestone Builders requested \$250 for the extra work.

Following the recent rain showers during the grading of the parking lot areas three small areas of settlement developed. Upon investigation it appears the previous fill from a past project further settled due to the rain showers. The areas were filled with flowable fill plug the voids under the parking lot. Crestone Builders requested \$655.82 for the extra work.

Finally, a short piece of curb and gutter to match the curb behind the Andor Plumbing building was replaced. Crestone Builders requested \$159.40 for the extra work.

Change Order No. 2 includes a total of \$1,065.22 of work and would increase the total project cost to \$254,016.00. A review of the Capitol Outlay Budget for 2016 indicates the total project amount of \$254,016.00 is well within the budget of \$285,000 established for the project.

**Recommendation:** Engineering Staff recommends the award of Change Order No. 2 in the amount of \$1,065.22.

**Council Action Requested:** Motion to Approve.

**CONSTRUCTION CHANGE ORDER NO. 2**

Date: September 13, 2016

Project: Uptown Alley Reconstruction  
Project #1607

Contract Date: May 16, 2016

Contractor: Crestone Builders, Inc.

**YOU ARE HEREBY DIRECTED TO MAKE CHANGES IN THE SUBJECT CONTRACT AS DESCRIBED BELOW:**

For the City of Watertown

Mayor: \_\_\_\_\_  
Mayor Steve Thorson

Date: \_\_\_\_\_

- Nature of Changes:
- 1) Patch concrete behind 12 N Broadway: \$250.00
  - 2) Fill three areas of settlement in the parking lots: \$655.82
  - 3) Replace 7.1' of curb & gutter along the south edge of the Alt #3 parking lot: \$159.40

**These Changes result in the following adjustment of Contract Price and Time:**

Contract Price Prior to This Change Order	\$ 252,950.78
Net <b>INCREASE</b> in Price Resulting from this Change Order	\$ 1,065.22
Current Contract Price Including This Change Order	\$ 254,016.00
Contract Time Prior to This Change Order	September 30, 2016
Net <b>INCREASE</b> in Time Resulting from this Change Order	0 days
Current Contract Time Including This Change Order	September 30, 2016

**APPROVAL OF CHANGE ORDER**

City Engineer: Shane Waterman  
Shane Waterman, PE

Date: 9-19-16

**ACCEPTANCE OF CHANGE ORDER**

This Change Order is hereby acknowledged and accepted for Crestone Builders, Inc.

By: Joseph Turbak  
Name: Joseph Turbak  
Title: Project Manager

Date: 9/14/16

### Request for Council Action

**TO:** Mayor and City Council  
**FROM:** Shane Waterman, P.E., City Engineer  
**MEETING DATE:** September 19, 2016  
**SUBJECT:** **Change Order #1 FINAL for the 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 budget is split between Park and Street Funds.

Change Oder No. 1 primarily represents a change in the contract to reflect the final quantities installed on the project. However, the additional quantities included work in two specific locations which were requested following the award of contract. One location included work to improve an alley approach on 2nd Avenue SE and the other location included work to reconnect a private sidewalk for the Church of Jesus Christ of Latter Day Saints to the public sidewalk along 19<sup>th</sup> Street NE.

The final project costs for both Schedules A (Street Department) and B (Park Department), plus all three Alternates (Park Department) is \$195,572.50. 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 is shared as follows:

Park Department	\$ 37,296.00
Street Department	\$158,276.50
Total Cost	\$195,572.50

**Recommendation:** Approval is recommended.

**Council Action Requested:**

Motion to approve Change Order #1 FINAL to the contract with Ti-Zack Concrete Inc. for the 2016 Sidewalk Accessibility Improvements Project #1604 increasing the contract amount \$19,286.50.

**Staff Comments:**

The final contract amount (including extra sidewalk work) is \$195,572.50. The project budget was \$264,262.06.

# CONSTRUCTION CHANGE ORDER NO. 1/FINAL ADJUSTMENT OF QUANTITIES

Date: September 6, 2016

Project: Project No. 1604  
Sidewalk Accessibility Improvements Project

Contract Date: March 21, 2016

Contractor: Ti-Zack Concrete, Inc.

**YOU ARE HEREBY DIRECTED TO MAKE CHANGES IN THE SUBJECT CONTRACT AS DESCRIBED BELOW:**

For the City of Watertown

Mayor: \_\_\_\_\_  
Mayor Steve Thorson

Date: \_\_\_\_\_

Nature of Changes: Contract quantities have been adjusted to reflect actual installed quantities.

**These Changes result in the following adjustment of Contract Price and Time:**

Contract Price Prior to This Change Order	\$ 176,286.00
Net INCREASE in Price Resulting from this Change Order	\$ 19,286.50
Current Contract Price Including This Change Order	\$ 195,572.50
Substantial Completion Date Prior to This Change Order	August 30, 2016
Net INCREASE in Time Resulting from this Change Order	0 days
Substantial Completion Date Including This Change Order	August 30, 2016

## APPROVAL OF CHANGE ORDER

City Engineer: Shane Waterman  
Shane Waterman, PE

Date: 9-12-16

## ACCEPTANCE OF CHANGE ORDER

This Change Order is hereby acknowledged and accepted for Ti-Zack Concrete, Inc.

By: Jason R. Eager  
Name: JASON R. EAGER  
Title: VICE-PRESIDENT

Date: 9-12-16