

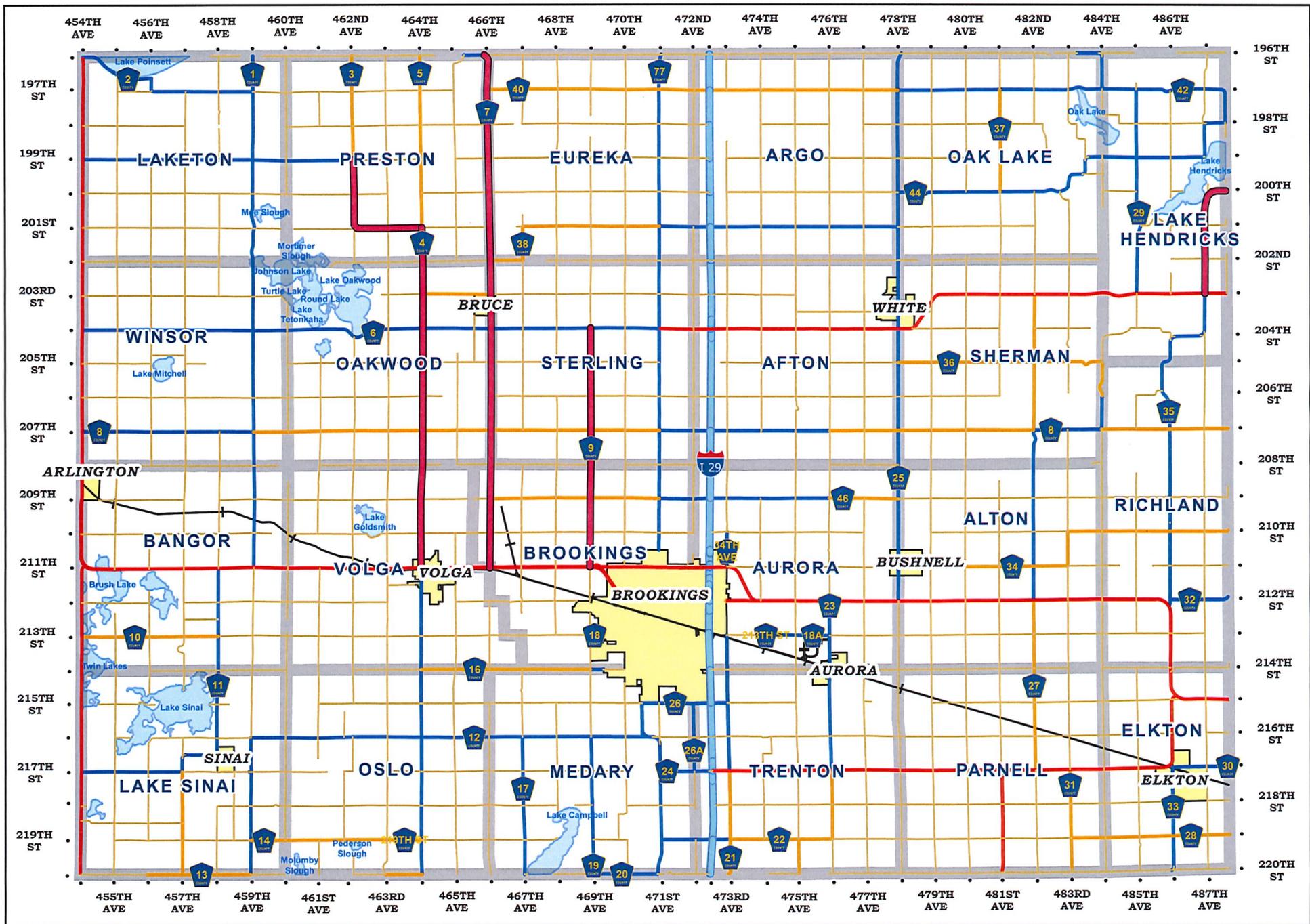


July 21, 2020 thru July 29, 2020

**Highway
Department**

- 06-169-138 (north) on BC 77. Bent 3 piling completed July 28, 2020, concrete footings and columns to follow. Anticipating completing Bent 3 columns and cap early this week. Thereafter Bent 2 construction will begin with removing the coffer dam on Bent 3 and begin installing coffer dam on Bent 2.
- 06-169-139 (south), structure is completed. Approach grading is needed.
- Brookings County Road 46 or 209th Street, the South Dakota Department of Transportation will be conducting an epoxy deck seal project on the bridge that passes over I-29. Initial Grinding to take place on July 29, 2020; temporary lane closures will be in effect at times when they are grinding and the bridge will be fully open to traffic at night. To follow traffic control plans are in place to ensure safe passage when a 2 to 3 day single lane closure is in effect.
- Brookings County Road 8 or 207th Street, the South Dakota Department of Transportation will be conducting an epoxy deck seal a project on the bridge that passes over I-29. Schedule to be determined.
 - The SDDOT will be administering and paying for the projects from SDDOT funds, it just so happen to affect the Brookings County traveling public.
- July 23, 2020 met with Township Supervisors from Parnell & Elkton Townships, Moody County Highway Superintendent, and the owners of Golden Dakota Farms LLC dairy located in Moody County in regards to a permanently buried manure transfer line being installed by Golden Dakota Farms LLC that passes thru the above mentioned governmental jurisdictions. The installation of this particular transfer line will not be within the ROW lines of any of the entities aside from where the line crosses under the roads, when boring the road excavation will not take place within ROW's of Township or County jurisdiction, easements have been granted between the private landowners and Golden Dakota Farms LLC. Measures were taken by Golden Dakota Farms LLC above and beyond what was required by the South Dakota DENR, one particular measure is dual wall Yelomine PVC pipe will extend 25' outside the ROW lines when boring thru ROW, and the typical line itself will maintain 25' outside the ROW on private land. As a side note the line will also be incased by dual wall when crossing any major drainage extending 200' from the centerline of the drainage on either side. The line itself will maintain a minimum subsurface depth 10 feet. The line will run easterly along 220th St. which is the Brookings/Moody County line on the north side or Brookings County side due to utility locations on the south side or Moody County side. The line will intersect 2 Brookings County Roads, BC 31 and BC 33. The line will follow 220th St. to the South Dakota/Minnesota boarder.
- Brookings 2020 Chip Seal, commenced on Thursday July 30, 2020. Please see attached map.
- Submitted 3 Big Grant Applications for Preliminary Engineering to the SDDOT on July 31, 2020.
 - 06-220-089, Resolution #20-25
 - 06-301-110, Resolution #20-26
 - 06-306-110, Resolution #20-27
 - Consideration by the SDDOT Transportation Commission will be before the end of August.

- Brookings County 2020 Asphalt surfacing project:
 - Mile Stone #1. Notice to proceed issued June 15, 2020 Substantial Completion certificate issued June 25, 2020
 - BC Road 6 between BC 77 & BC 7, asphalt milling and 2” asphalt surfacing completed.
 - Brookings County Crews have finished dressing the shoulders and tying back into township roads, residential, and farm & field entrances.
 - Mile Stone #2. Notice to Proceed issued June 25, 2020
 - BC Road 4 between US 81 and BC 5, asphalt milling completed. 2” asphalt surfacing has been completed as of July 17, 2020. Substantial completion certificate issued as of July 20, 2020.
 - Brookings County Crews have finished dressing the shoulders and tying back into township roads, residential, and farm & field entrances.
 - Mile Stone #3, Notice to Proceed issued July 20, 2020
 - BC Road 8 between US 81 and BC 1, asphalt milling completed. 2” asphalt surfacing has been completed as of July 27, 2020. Substantial completion certificate issued July 28, 2020.
 - July 27, 2020 Brookings County Crews began dressing the shoulders and tying back into township roads, residential, and farm & field entrances. We are anticipating completing that by July 30, 2020.
 - Brookings 2020 Chip Seal, commenced on Thursday July 30, 2020. Please see attached map.
- Submitted 3 Big Grant Applications for Preliminary Engineering to the SDDOT on July 31, 2020.
 - 06-220-089, Resolution #20-25
 - 06-301-110, Resolution #20-26
 - 06-306-110, Resolution #20-27
 - Consideration by the SDDOT Transportation Commission will be before the end of August.
- Side Dump Trailer quotations, please see attached documents.



- Township Roads — Interstate 29 Townships
- State Highways — Railroad — Lakes
- US Highways City Limits — ChipSeal

Brookings County Projects Chip Seal



July 2020





June 23, 2020

MACHINE SPECIFICATIONS

TK60SSD-43	SUSPENSION: 49"/50" SPACING
TK60SSD-43 STEEL SIDE DUMP	21K STD LIFE BRAKES W/6"AUTOSLAC
48" 5TH WHEEL HEIGHT	STANDARD AXLE
STANDARD KINGPIN	2S1M ANTI-LOCK BRAKE SYSTEM
OVERALL LENGTH - 42'11"	STEEL HUB-PILOTED-CAST DRUM
OVERALL WIDTH - 102"	8.25X22.5 STEEL WHEELS (INSIDE)
TUB LENGTH - 36'	8.25X22.5 STEEL WHEELS (OUTSIDE)
CAPACITY (WATER LEVEL) 23 CU YD	11R22.5 TIRES 14PLY
CAPACITY (FULL) 31 CU YD	PLASTIC FRONT FENDERS
TUB SHEETS: .250 ABRASION RESIST	PLASTIC REAR FENDERS
TUB CNTRLS: TRAILER MOUNTED VLV	STANDARD MUDFLAPS
WIRED REMOTE	TOP CYLINDER REMOTE GREASE LINE
HEAVY DUTY PUSH BLOCK	DOCUMENT HOLDER 4 1/2" ROUND
NO PUP CONTROLS	NO TARP
TRI AXLE:23K AIR RIDE W/REARLIFT	GREY S7230 W/BLACK DECALS

SELL PRICE	49,883.56
NET TRADE DIFFERENCE	49,883.56
AFTER TAX BALANCE	49,883.56

We believe the equipment as quoted will exceed your expectations. Thank you for the opportunity to quote this equipment.

Sincerely,

Jon Snedeker
 Machine Sales Representative JonSnedeker@buttermachinery.com
 605-251-3080

North American Trailer

PARTS • SERVICE • SALES

11015 Clark Road

Inver Grove Heights, MN 55077

EMAIL: sales@natrailer.com

Phone: 651-450-9109 Fax: 651-450-9327



SALESMAN DOUG NORGAARD
 Date 7/23/2020
 BUYER'S NAME Brookings County Highway Dept.
 PHONE NUMBER 605-696-8270
 STREET ADDRESS 422 Western Ave.
 FAX NUMBER _____
 CITY, STATE, ZIP Brookings, SD 57006
 CELL PHONE NUMBER _____
 EMAIL ADDRESS _____

PLEASE ENTER MY ORDER FOR			NEW <input checked="" type="checkbox"/>	USED <input type="checkbox"/>	AS FOLLOWS:	
2021	Midland	TW3000	Side Dump			
YEAR	MAKE	MODEL	TYPE		STOCK NUMBER	DELIVER ON OR ABOUT

SERIAL NUMBER (S) : (BELOW)

N/A

If tax exempt, why? _____
 Tax Exempt # _____
 Prorate - Yes or No _____
 Prorate Number _____
 Lienholder - Yes or No? _____
 If yes, Name of lienholder _____
 Address of lienholder _____
 City, State, Zip Code _____
 Date of loan _____
 MN DL # / DOB _____
 MN DL # / DOB _____

2021 Midland Side Dump
 46' TW3000
 1/4" HX450 Material
 36' Tub - 40" sides
 Air Ride suspension
 rear axle lift
 two speed landing gear
 Bolt on Rear Push Block
 10- 11R22.5 Tires
 4- white inner wheels
 6- Alum outer wheels
 Unimount hub and drums
 3- 25000# Axles
 Mesh Tarp
 Full Flap Kit

Base Price \$ 49,655.00
 Freight \$ _____
 F.E.T. \$ _____
 MN SALES Tax \$ _____
 Minnesota Transit Tax \$ _____
 Admin Fees \$ 70.00
 Options \$ _____
 Price per unit \$ 49,725.00
 Quantity 1
 Total Purchase Amount \$ 49,725.00
 Trade - in(s) (see below) \$ _____
 Trade Pay Off \$ _____
 Deposit \$ _____
 Balance Due \$ 49,725.00

USED EQUIPMENT TRADE IN

YEAR	MAKE	MODEL
S/N		

TERMS AND CONDITIONS:

DOT NUMBER _____
 DOT NAME _____
 ADDRESS _____
 City, ST, Zip _____

Buyer hereby agrees to purchase the above items on the terms stated. The provisions printed on the front and back of this instrument comprise the entire agreement affecting this purchase transaction. No other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. Modifications to this agreement must be in writing and signed by each party. Buyer hereby certifies that no credit has been extended to Buyer for the purchase of the vehicle(s) except as appears in writing on the face of this agreement. The signor for Buyer certifies that he/she is 18 years of age, or older, and acknowledge receipt of a copy of this order. The terms of this contract of sale were agreed upon and the contract signed in this dealership on the date noted at the top of this form. If credit is involved, this order is not valid in conjunction with a credit sale until a credit disclosure is made as described in regulation "2" and the Buyer accepts the credit extended.

Accepted X _____

X _____
 (Buyer's Signature)

This order is not valid unless signed and accepted by a Sales Manager or Officer of the Company

NO WARRANTY ON USED EQUIPMENT

ADDITIONAL TERMS AND CONDITIONS

1. As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is address and who shall become a party hereto by its acceptance hereof, (b) "Buyer" shall mean the party executing this Order as such on the face hereof, (c) "Manufacturer" shall mean the party that manufactured the Vehicle, (d) "Vehicle" shall mean motor vehicle(s), trailer(s), chassis and attachments thereto. It is understood by Buyer and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Buyer are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to a new Vehicle.

2. Manufacturer has reserved the right to change the price to Dealer of new Vehicles without notice. In the event the price to Dealer of a new Vehicle of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new Vehicle ordered hereunder to Buyer, Dealer reserves the right to change the cash delivered price of such Vehicle to Buyer accordingly. If such cash delivered price is increased by Dealer, Buyer may, if dissatisfied therewith, cancel this Order prior to the earlier of 10 days after Buyer is given notice of the price change or delivery of the new Vehicle to Buyer. In the event of such a cancellation, if a used Vehicle has been traded in as a part of the consideration for such new Vehicle, such used Vehicle shall be returned to Buyer upon payment of a reasonable charge for storage and repairs (if any) or, if such used Vehicle has been previously sold by Dealer, the amount received therefor, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said used Vehicle for sale, shall be returned to Buyer.

3. When a used Vehicle to be traded in as a part of the consideration for the Vehicle ordered hereunder is delivered to Dealer, the used Vehicle shall be reappraised and such reappraised value shall determine the allowance made for such used Vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Buyer may, if dissatisfied therewith, object and if the original allowance is not provided Buyer may cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the Vehicle ordered hereunder to the Buyer.

4. Buyer agrees to deliver to Dealer satisfactory evidence of title to any used Vehicle traded in as a part of the consideration for the Vehicle ordered hereunder at the time of delivery of such used Vehicle to Dealer. Buyer warrants any such used Vehicle to be Buyer's property free and clear of all liens and encumbrances except as otherwise expressly noted in this Order.

5. Unless this Order shall have been cancelled by Buyer under and in accordance with provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Buyer to accept delivery of the Vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Buyer, and, in the event a used Vehicle has been traded in as a part of the consideration for the Vehicle ordered hereunder, to sell such used Vehicle and reimburse Dealer out of the proceeds of such sale for the expenses specified in paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Buyer.

6. Manufacturer has reserved the right to change the design of any Vehicle, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any Vehicle, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Buyer to make the same or any similar change in any Vehicle, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Buyer. In the case of such a material change, Buyer shall have the right to cancel Buyer's order for the Vehicle hereunder prior to the earlier of 10 days after Buyer is given notice of the new design or delivery of the items to Buyer. In the event of such a cancellation, matters relating to a used Vehicle traded in as part of the consideration for the new Vehicle ordered shall be governed by the order cancellation terms in Section 2 above.

7. Dealer shall not be liable for failure to deliver or delay in delivering the Vehicle covered by this Order where such failure or delay is due, in whole or part, to any cause beyond the control or without the fault or negligence of Dealer. Delivery dates stated are estimates.

8. The price for the Vehicle specified on the face of this Order does not include any excise taxes, sales taxes, use taxes or occupational taxes based on sales volume (Federal, State or Local) except as such amounts are itemized on the face hereof. Buyer assumes and agrees to pay, unless prohibited by law, any and all such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

9. **MANUFACTURER'S WARRANTY:** THE PRINTED MANUFACTURER'S WARRANTY DELIVERED TO BUYER WITH THE VEHICLE ORDERED BY BUYER IS A CONTRACT SOLELY BETWEEN THE MANUFACTURER AND THE BUYER. DEALER IS NOT A PARTY TO SUCH CONTRACT AND SUCH WARRANTY IS NOT A PART OF THE SALE OR BARGAIN BETWEEN THE BUYER AND DEALER.

PROVISIONS APPLICABLE TO SALE OF USED VEHICLE-FACTORY WARRANTY: IF A MANUFACTURER'S PRINTED WARRANTY IS DELIVERED WITH THE VEHICLE ORDERED BY BUYER, SUCH WARRANTY IS A CONTRACT SOLELY BETWEEN THE MANUFACTURER AND THE BUYER. DEALER IS NOT A PARTY TO SUCH CONTRACT AND SUCH WARRANTY IS NOT A PART OF THE SALE OR BARGAIN BETWEEN BUYER AND DEALER.

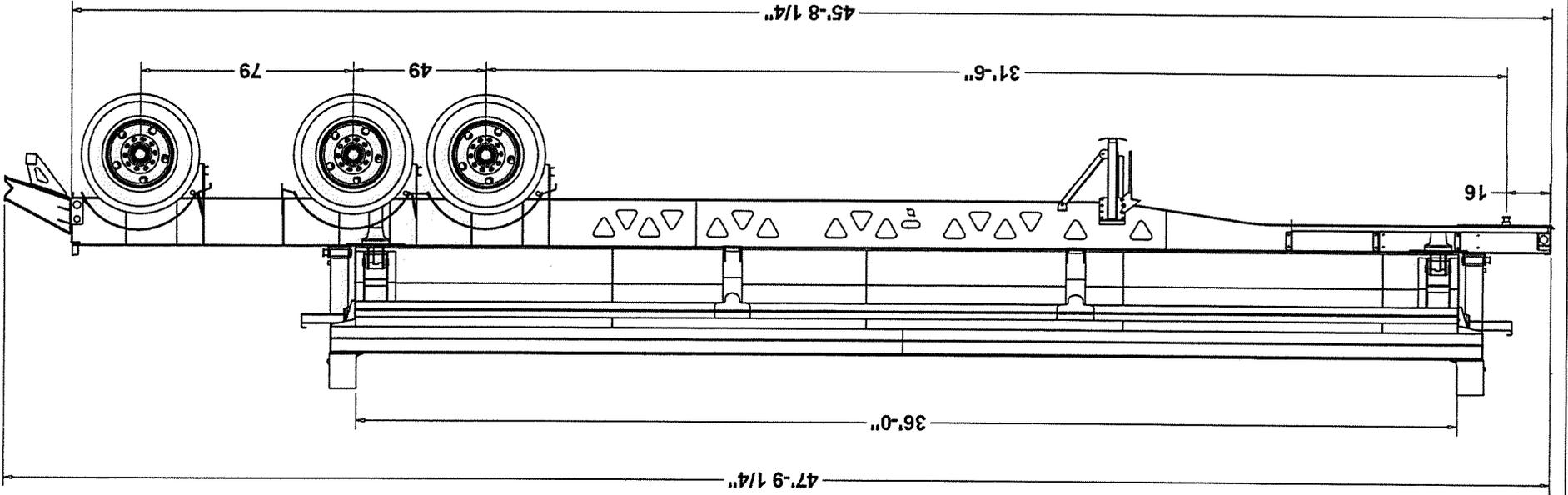
10. Except as may be otherwise specifically provided in writing on the face of this Order or in a separate writing furnished to Buyer by Dealer, each Vehicle, new or used, sold to Buyer by Dealer under this Order is sold "AS IS", WITH ALL FAULTS, without any guarantee or warranty and with Dealer disclaiming and Buyer waiving any and all express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, as to the condition of the Vehicle, including all parts and accessories.

11. Buyer agrees to indemnify and hold Dealer harmless from all liability, damages, losses, expenses, claims, or causes of action arising from use or resale of the Vehicle, whether arising from Buyer's or third party claims.

12. Buyer, before or at the time of delivery of the Vehicle covered by this Order, agrees to execute such other forms of agreements or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

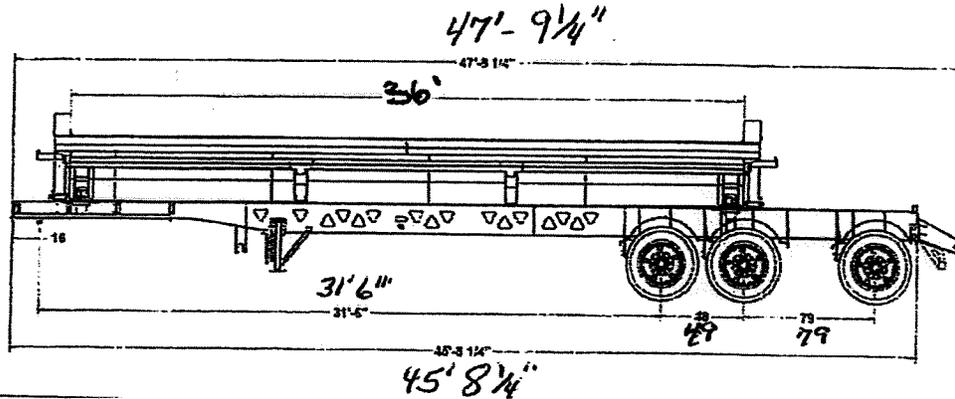
_____ (BUYER INITIAL HERE) I certify that I have read and agree to these ADDITIONAL TERMS AND CONDITIONS.

PART NO.		46' TW3000 49 79 Spread 40 Side 36 Tub	
DESCRIPTION			
TITLE			
DATE	11/6/2019	MANUFACTURING LIMITED	
DRAWN BY	Jake	STIBOND	



STANDARD SPECIFICATIONS

Two-way Tipping Body
1/4" HX450 Body 36" Elliptical
40" Sides
Composite Bushings (Greaseless)
Black UHMW Front Fenders
Black UHMW Round Rear Fenders
HN06 11R22.5 Tires
Steel Unimount Wheels
Auto Slacks
Haidex ABS (2S1M)
Internal Common Ground Harness
50% Conspicuity Tape
Accent Striping (Double 1" Tape)
Two Way Valve c/w in Cab Control
Bolt-on Step Bumper
LED Lighting



MIDLAND SIDE DUMP 46' TW3000

TWO SPEED LANDING GEAR

RIDEWELL 260 SUSPENSION AIR RIDE

BOLT ON PUSH BLOCK c/w UNDER RUN BUMPER

MANUAL LIFT AXLE KIT

REAR AXLE (3rd) LIFT KIT

UNIMOUNT HUB, DRUM (w/long studs)

(10) 11R22.5 TIRES

(4) 22.5 WHITE STEEL WHEELS (inner)

(6) 22.5 ALUM WHEELS (outer)

(3) 25,000# AXLES

SIDEKICK POWER TARP (allows for 2 way dumping)

MESH TARP

TARP LOCKOUT

FULL FLAP KIT



SIoux FALLS
 901 E 60th St N
 Sioux Falls, SD 57104
 (605) 336-2000

RAPID CITY
 1810 Deadwood Ave
 Rapid City, SD 57702
 (605) 342-5694

ABERDEEN
 38490 Hwy 12
 Aberdeen, SD 57401
 (605) 229-0237

SALES ● RENTAL ● SERVICE ● PARTS

SOLD TO:

DATE:
 SHIP TO:

Stock #	Description	Amount
181914	2021 Jet Side Dump trailer s/n 5JNSS453 7 MH000080	\$49,900.00
	Triple axel 49" Space	
	Landing leg (non-load bearing)	
	Air ride suspension	
	Front and rear fenders	
	ABS 2S 1M system	
	King pin setting 18" King pin height 48"	
	Frame - black	
	Tub - slate grey	
	22.5 x 8.25 steel wheels	
	11 x 22.5 radio tires	
	NO TARP	
F.O.B.	SF Yard	SubTotal \$49,900.00
Tax Exempt <input checked="" type="checkbox"/>	Tax Jurisdiction	Sales Tax Rate 0.0% \$0.00
		Total \$49,900.00

Payment Terms:

AS IS NO WARRANTY WARRANTY TERMS:

Customer hereby acknowledges having received a full, true and complete copy of foregoing contract.
 This order is subject to the conditions on the back hereof.

Accepted this day of , 20

Signature:
 Print:

TRANSOURCE TRUCK AND EQUIPMENT INC

Signature:
 Print:

Terms and Conditions

All Equipment is guaranteed to be as represented only by printed matter pertaining to it published by the manufacturer.

Title and right to physical possession of merchandise covered by this order shall remain in Transource Truck and Equipment Inc. (TTE) until purchase price shall have been paid in full. If purchaser fails or refuses to pay any amount when due under this contract or relinquishes possession of all or any part of this merchandise voluntarily, or involuntarily, then all unpaid amounts become due forthwith and seller may repossess the merchandise wherever found, and shall not be liable, in any action for such repossession nor for the payment of any money or moneys that have been paid in part payment for said merchandise, and any so paid shall be considered as compensation only for the use wear and tear on such merchandise. Deferred payments are to be evidenced by notes bearing 18% interest. Payments not made when due bear interest of 1.5% per month and costs of collection. Orders are not binding upon the seller unless and until approved in writing by and at the seller's office by an officer of the company as shipped. All shipments are at buyer's risk, and seller's responsibility ceases upon issuance of bill of lading at loading points. All quotations, agreements and contracts are contingent upon mill conditions, strikes, fires, accidents, Delays of carriers, or any other cause unavoidable or beyond seller's control and seller is not responsible for delays arising therefrom.

The purchaser agrees that TTE, incurs no liability on account of defective material other than any liability of the manufacturer involved, and that all claims for defective material will be presented only to the manufacturer. TTE however, agrees to assist the purchaser in presenting any reasonable claim to the manufacturer. The purchaser agrees that no payment for equipment will be delayed awaiting settlement of any such claim.

Neither TTE, nor the manufacturer are liable for the cost of repairs made outside of the factory without specific written approval of TTE or the manufacturer.

No person has an authority to obligate TTE by any terms, representations, stipulations or conditions not expressed in writing.