

Mission: *Lifelong learners will be inspired and developed through effective teaching in a safe and caring environment.*

Vision: *Respect - Pride - Excellence for All*

AGENDA
BOARD OF EDUCATION - REGULAR MEETING
Instructional Planning Center/Huron Arena
Monday, November 9, 2020
5:30 p.m.

The meeting can be viewed live from a link on the School's website at <http://huron.k12.sd.us/watch-school-board-meetings/>. In the days following the meeting, the meeting can also be viewed on the local cable TV public access channel 6.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Adoption of the Agenda**
5. **Dates to Remember**

November 11	Veteran's Day Holiday
November 23	Board of Education Meeting - 5:30 p.m. - IPC
November 25	Early Release
November 26 & 27	Holiday Break - No School
December 9	Early Release
December 14	Board of Education Meeting - 5:30 p.m. - IPC
December 23	Early Release
December 24-31	Holiday Break - No School
6. **Community Input on Items Not on the Agenda**
7. **Conflict Disclosure and Consideration of Waivers** - The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
 - a)
8. **CONSENT AGENDA**

The superintendent of schools recommends approval of the following:

 - a) **Approval and/or Correction of Minutes of Previous Meetings**
 - b) **Consideration and Approval of Bills**
 - c) **Approval and/or Correction of the Financial Report**
 - d) **Board Approval of New Hires**

As was mentioned previously, classified personnel, substitute teachers/classroom aides, and volunteers must be approved in order to be covered by our workers' compensation plan.

 - 1) Skyler Helvik/Concessions Worker/\$12.34 per hour
 - 2) Delaney Kouf/Concessions Worker/\$11.69 per hour
 - 3) Ne'Cole Werdel/Concessions Worker/\$12.66 per hour
 - 4) Amber Goetz/TAP Site Greeter - \$13.85 per hour /Classroom Leader - \$18.11 per hour
 - 5) Holli Rodriguez/Food Service-Buchanan Satellite/\$15.05 per hour
 - 6) Alison Freese/Substitute Teacher - \$120 per day / Substitute Para-Educator - \$15.39 per hour
 - 7) Alison Fenske/Food Service Substitute/\$14.84 per hour

- e) **Contracts for Board Approval**
 - 1)
- f) **Resignations for Board Approval**
 - 1) Lesle Tobkin/Dispatcher/Bus Driver-Transportation Dept/3 years
- g) **Intent to Apply for Grant Funding**

Group Applying	Transportation Department
Contact Person	Kelly Christopherson
Name of Award	SD Diesel Emission Reduction Act and VW School Bus Rebate Program
Name of Funder	SD Department of Natural Resources
Amount to be Requested	25% of the cost of two new buses, approximately \$45,000
Project Focus	Removal of old diesel buses from service
- h) **Request to Approve Arena Walkers with set protocol in place**
 Huron residents may walk in the arena this winter under the following conditions:
 - Masks are required to participate.
 - Hours are 7:30 am to 10:00 am.
 - Entrance is south side of arena – east door.
 - Must have separate pair of walking shoes not worn outside.
 - Must remain in the “gymnasium portion” of the arena – outside the playing surface and behind the bleachers.
 - If closed to walkers due to events – sign will be posted inside the entrance.
- i) **2020-2021 Advertising Renewal at Tiger Stadium for Slumberland Furniture**
- j) **2021 Arena Sponsorship Renewal for Slumberland Furniture**
- k) **2021 Arena Sponsorship Renewal for MIDCO**

(The consent agenda may be approved with one motion. However, if a board member wishes to separate an item for discussion, he/she may do so.)

9. **CELEBRATE SUCCESSES IN THE DISTRICT:
CONGRATULATIONS:**

- **Jolene Konechne (Director of ESL & CTE, Federal Programs, & Accred) and her husband Grant on the birth of their daughter, Rory Anne Konechne. Rory was born on October 27th at 11:37 p.m., weighed 7 lbs 12 oz and was 20 inches long.**
- **Eduardo Trujillo-Cordova (12) for being selected to the 2020 Boys AA All-State Soccer Second Team.**
- **Eduardo Trujillo-Cordova (12), Tha Say (12), and Nick Weir (12) for being named Academic All State Boys’ Soccer.**
- **Megan Smith (3rd Grade ESL Teacher at Madison) for receiving the “SHE” Award for “Tomorrow’s Leader”.**
- **Dru Strand (2nd Grade Teacher at Madison) and his wife Tatyanna on the birth of their daughter, Knoxy Moon Strand. Knoxy was born on October 26th.**
- **7th Grade Volleyball Team for winning the Big 4 Tournament held October 24th in the Huron Arena.**

THANK YOU TO:

- **Buchanan K-1 Center would like to thank **Sherry Eining** for her donation of outdoor clothing for the Buchanan students.**

10. REPORTS TO THE BOARD:

- a) Business Manager's Report
- b) Superintendent's Report

11. OLD BUSINESS

- a) Policy GDA-1-Support Staff Positions – 1st Reading
- b) ASBSD – Delegate Assembly Discussion

12. NEW BUSINESS

- a) Bond Resolution to refinance Elementary Bonds
- b) Bond Resolution to issue Capital Outlay Certificates to refinance Madison Edition and construct the CTE Addition
- c) Architect Contract for CTE Addition
- d) Construction Change Order No. G-7 in the amount of \$2,108.11
- e) Request to Use Huron Arena - MAJ Joshua Lien, on behalf of the Huron Youth Wrestling Club, is requesting to use the Huron Arena to host the AAU Youth Dual and Youth Individual Tournaments, which are scheduled for January 16 and January 17, 2021. Officials understand they need the Board's approval if the district is still operating in "yellow" on January 16 and 17, 2021.

13. EXECUTIVE SESSION

1-25-2 Executive or closed meetings may be held for the sole purposes of:

(1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term "employee" does not include any independent contractor.

14. ADJOURNMENT

**Huron School District
New Hire Justification**

Date: October 30th, 2020

Applicant Information

Applicant Name: Skyler Helvik
Address: 202 20th Street SE #10 Huron, SD 57350
Phone: (605) 350-4432
Education: Huron High School
Experience: 7 years food service
References: Jonna Reid, Chaya Sides, Sara Smith

Reason for New Hire

New Position: No
Replacement: Nancy Shoultz

Position Information

Department: Concessions
Position: Concessions Worker
Supervisor: Amanda Reilly
Responsibilities: Help Customers at school concessions events
Hours: Evenings mostly and Saturdays

Hiring Information

Wages: \$12.34 per hour
Classification: ----
Wage Justification: Beginning Concessions Adult
Start Date: November 10th, 2020
Requested by: Amanda Reilly (Administrator)

**Huron School District
New Hire Justification**

Date: 11-5-2020

Applicant Information

Applicant Name: Delaney Kouf

Address: 470 18th St SW Huron SD 57350

Phone: 350-5276

Education: Huron High School

Experience: Putters and Scoops

References: Rhonda DeJean, Devin Fritsche, Heidi Holforty

Reason for New Hire

New Position: ----

Replacement: Tara Eggelston

Position Information

Department: Concessions

Position: Concessions Worker

Supervisor: Amanda Reilly

Responsibilities: Serve concessions at events

Hours: Weeknights mostly, and Saturdays

Hiring Information

Wages: \$11.69 per hour

Classification: -----

Wage Justification: Beginning Concessions Student

Start Date: November 10th, 2020

Requested by: Amanda Reilly (Administrator)

**Huron School District
New Hire Justification**

Date: October 30, 2020

Applicant Information

Applicant Name: Ne’Cole Werdel

Address: 1530 Idaho Ave SE, Huron, SD 57350

Phone: (605)-870-1265

Education: Southeast Tech Inst.

Experience: 2 years of concessions in Miller

References: Megan Fleming, Amber Rosenoff, Renee Werdel

Reason for New Hire

New Position: No

Replacement: Kenny Shoultz

Position Information

Department: Concessions

Position: Concessions Worker

Supervisor: Amanda Reilly

Responsibilities: Help customers at school concessions events

Hours: Evenings mostly and Saturdays

Hiring Information

Wages: \$12.66 per hour

Classification: -----

Wage Justification: Experience Concessions Adult

Start Date: November 10th, 2020

Requested by: Amanda Reilly (Administrator)

**Huron School District
New Hire Justification**

Date: October 27, 2020

Applicant Information

Applicant Name: Amber Goetz
Address: 1039 Nevada Ave SW
Huron, SD 57350
Phone: 605-350-4276
Education: Huron, SD
Experience: Huron Public Schools – Nutrition
References: Kathy Meyer, Mary Kaye Freese, Nancy Kempf

Reason for New Hire

New Position: TAP Site Greeter/ TAP Classroom Leader
Replacement: Sub for TAP Program

Position Information

Department: TAP
Position: TAP Site Greeter / TAP Classroom Leader
Supervisor: Linda Pietz, Director &
Rhonda Kludt, Coordinator

Responsibilities:

Facilitate check-in and check-out procedures, complete TAP documentation, attendance, snacks/Google Docs or Classroom supervision, instruction of daily lessons, report to site supervisor

Hours: 3:30 – 5:30 pm

Hiring Information

Wages: \$13.85/Site Greeter - \$18.11/Classroom Leader

Classification:

Wage Justification:

Start Date: November 10, 2020

Requested by: Linda Pietz

**Huron School District
New Hire Justification**

Date: October 30, 2020

Applicant Information

Applicant Name: Holli Rodriguez

Address: 1250 Dakota S., Huron, SD 57350

Phone: (605) 354-4566

Education: Huron High School

Experience: High School Lunch Server

References: Devy Alizures, Brooke Culver, Whitney Easton

Reason for New Hire

New Position: -----

Replacement: Replaces Kerry Schnabel

Position Information

Department: Food Service

Position: Buchanan Satellite

Supervisor: Amanda Reilly

Responsibilities: Transfer food to Buchanan from Middle School, serve lunch, and clean up after

Hours: 8:45-2:45

Hiring Information

Wages: \$15.05

Classification: Level II

Wage Justification: Food Service Hiring Schedule

Start Date: November 10th, 2020

Requested by: Amanda Reilly (Administrator)

**Huron School District
New Hire Justification**

Date: 11-5-2020

Applicant Information

Applicant Name: Alison Fenske

Address: 39748 207th st Huron SD 57350

Phone: 350-5627

Education: Iowa State University

Experience: HRMC

References: LaRon Klock, Cindy Matthes, Ron Rodenwald

Reason for New Hire

New Position: No

Replacement: No one

Position Information

Department: Food Service

Position: Food Service Substitute

Supervisor: Amanda Reilly

Responsibilities: Fill in in any Nutrition position

Hours: Any available

Hiring Information

Wages: \$14.84

Classification: Level II

Wage Justification: Food Service Hiring Schedule

Start Date: November 10th, 2020

Requested by: Amanda Reilly (Administrator)

Huron School District, Transportation

November 2, 2020

Dear Kathie Bostrom and Mr. Nebelsick,

I wish to inform you that I am resigning from my position of Transportation Dispatch/bus driver with the Huron School District.

It has been a wonderful 4 years working with the Huron School District Transportation Dept., I am leaving for personal reasons. I will finish out the month of November if needed. I am willing to teach the new incumbent his/her duties and responsibilities. Along with leaving notes of duties and time lines etc.

I take this opportunity to express my thanks to you for being a great mentor and guiding me through my initial years and standing up and believing in me. I appreciate your encouragement and support as I took on the dispatch position along with continuing my bus driving, which provided me with a full time opportunity including health care. I can only hope that the job I did was to your satisfactory. I think we did great as a team, thank you for your leadership!

Sincerely,

Lesle Tobkin

A handwritten signature in cursive script, appearing to read "Lesle M. Tobkin", written in black ink. The signature is fluid and includes a large loop at the end.

Transportation Dispatch



Linda J Pietz
Director of Curriculum,
Instruction & Assessment
Linda.Pietz@k12.sd.us

SCHOOL DISTRICT

INTENT TO APPLY FOR GRANT FUNDING

Any person or group applying for grant funds is expected to complete this form prior to submitting any grants or requesting funds that will impact the Huron School District.

Date: 10-27-2020 Contact Person: Kelly Christopherson

Group Applying: Transportation Department

Name of Grant/Award: SD Diesel Emission Reduction Act and UW School Bus Rebate Program

Name of Funder: SD Department of Natural Resources Contact Person Barb Regynski

Amount to be Requested: 25% of the Funder's Submission Due Date: 12-11-2020
Cost of two new buses, approximately \$45,000

Project Focus: Removal of old diesel buses from service.

How awarded amount received? _____ Full amount up front _____ Reimbursement

Are any follow up reports required? Yes _____ No If yes, when are they due? 9-30-2021

Is any District funding, resource, or in-kind commitment required now or in the future? Yes No _____

If yes, please list by dollar amount and/or in-kind service/support. Please be specific.

75% of the cost of two new buses, approximately \$135,000

- Please note:
- o Each school/individual will be responsible for submitting and following through on the grant application process unless other arrangements have been made.
 - o A copy of the completed grant application must be available upon request.
 - o The person or group applying will need to submit the following documentation to the business offices:
 - o If and when the grant is awarded, a copy of the award letter.
 - o If any follow-up reports are required, a copy of the report.

A copy of this request with signatures will be returned to the contact person above when the application is reviewed, allowing the application to proceed.

Signature: Kelly Christopherson 10-27-2020
Building/Department Administrator Date

Signature: Linda J Pietz 10-27-2020
Linda J Pietz, Director of Curriculum, Instruction & Assessment Date

Signature: Kelly Christopherson 10-27-2020
Kelly Christopherson, Business Manager Date

Presented to School Board: _____

Venables, Dolly

From: Nebelsick, Terry
Sent: Thursday, November 5, 2020 2:03 PM
To: Venables, Dolly
Cc: Halbkat, Darla; Christopherson, Kelly
Subject: Proposed "Arena Walkers" Protocol for Consent Agenda - November 9th.

Huron residents may walk in the arena this winter under the following conditions:

- Masks are required to participate.
- Hours are 7:30 am to 10:00 am.
- Entrance is south side of arena – east door.
- Must have separate pair of walking shoes not worn outside.
- Must remain in the "gymnasium portion" of the arena – outside the playing surface and behind the bleachers.
- If closed to walkers due to events – sign will be posted inside the entrance.

TIGER STADIUM ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 29 day of October, 2020, by and among SLUMBERLAND FURNITURE ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

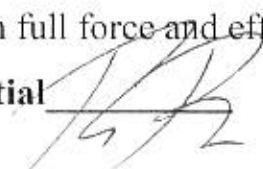
WHEREAS, Advertiser and Owner have entered into the Advertising Agreement for Tiger Stadium dated May 21, 2010 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and

WHEREAS, the parties desire to extend and modify the Advertising Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 2 (two) year from and after August 1, 2020, and ending on July 31, 2022.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$3,500 (three thousand five hundred dollars) per year, payable in advance in accordance with the attached Payment Schedule. The 2-year discounted price is \$2,975 per year.
3. Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial



Owner Initial

PAYMENT SCHEDULE

Agreement year 2020-2021: For services rendered August 1, 2020 to July 31, 2021.

Agreement year 2021-2022: For services rendered August 1, 2021 to July 31, 2022.

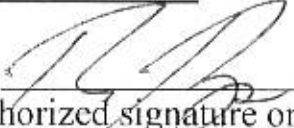
Please select a renewal option:

Sponsoring Tiger Stadium only for 2020-2021 for \$3,500

Sponsoring Huron Arena for 2021 & 2022 and Tiger Stadium for 2020-2021 & 2021-2022 for \$2,975 per year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ADVERTISER: SLUMBERLAND FURNITURE

By  _____
[authorized signature only]

Rich Bragg _____
[print or type name clearly]

Title Owner _____

Dated 10/29/20 _____

Address: 98 Dakota Ave N
City, State, Zip: Huron S 7350

OWNER: Huron School District 2-2

By _____
Huron Board of Education

Board Approved _____

ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT is made and entered into this 29 day of October 2020, by and among SLUMBERLAND FURNITURE ("Advertiser"), and HURON SCHOOL DISTRICT 2-2 ("Owner").

WHEREAS, the Owner has marketed to the Advertiser certain advertising rights and the Advertiser desires to acquire certain advertising rights upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree to the following:

1. Granting of Advertising Rights. Subject to the terms and conditions of this advertising agreement the Owner hereby grants to Advertiser the right to advertise on the specific equipment and other components (the "Equipment") and/or within or pertaining to the facilities (collectively, the "Facility") as more particularly described on Attachment A attached hereto and incorporated herein (the "Advertising Specifications"). The Advertising specifications hereunder shall be provided by Owner in accordance with Attachment A at all events to be held within, around and/or at the Facility.

2. Fabrication of Panel(s). The initial advertising panel or panels, as well as other initial advertising that may be in the form of banners or other on-premise signage, if any, described on Attachment A shall be provided by the Advertiser. Advertiser is solely responsible for submission of all logo and associated artwork for use on printed items, advertising panels, advertising copy, and promotional items and other. Advertiser shall pay any expenses incurred due to signage. Advertising copy layout approval is required by both the Owner and the Advertiser.

3. Term. This Agreement and the grant of Advertising hereunder shall be for a term of one (2) years beginning on January 1, 2021 and ending on December 31, 2022.

4. Advertising Fees. In consideration for the Advertising granted in Attachment A, Advertiser shall pay the sum of Six Thousand Dollars (\$2,200), discounted to \$1,870 per year, payable per Attachment B (Payment Schedule). The payments shall be directed to the Owner at the address specified on the signature page hercof. Any applicable sales, use privilege, ad valorem, excise or other similar taxes shall be paid by Advertiser in addition to Advertising Fees.

5. Casualty; Impairment; Extension. In the event of casualty, condemnation, material damage or destruction of the Equipment and other components, Customer shall timely replace or repair the Equipment and other components. In such event, or if the Facility is otherwise not used for scheduled events, Customer agrees to provide to Advertiser, an extension of the Advertising provided hereunder for events similar in type and exposure and held at the Facility, as deemed appropriate by Customer in the exercise of its reasonable discretion. Payment of all Advertising Fees due during any such extension shall be made in accordance with Section 4.

6. Nonpayment. In the case of Advertisers' failure to pay the Advertising Fees hereunder within twenty (20) days of due date, Owner shall have the right to declare immediately due and payable the present value (discounted using a 8.5% rate of interest) of all future payments together with amounts then owed, together with reasonable attorneys' fees and costs, and/or pursue any other remedies available at law or in equity.

Advertiser Initial



Owner Initial _____

7. Limitation of Liability. The entire liability of Owner to Advertiser, regardless of the form of action, whether in contract or in tort, will not exceed Advertising Fees paid during the 12-month period immediately prior to Advertiser's giving of notice of such claim. In no event will Owner be liable for any incidental, indirect, special or consequential damages to Advertiser, including, but not limited to, loss of use, revenues, profits or savings, even if Owner knew or should have known of the possibility of such damages. Except with respect to, and to the extent of, prepayments of Advertising Fees hereunder, Advertiser hereby releases Owner from any future claims, demands, actions, causes of action, liabilities or damages to the extent directly or indirectly resulting from the negligence or fault of the Owner or the Owner's agents or employees with respect to its operation of the Equipment or otherwise.

8. No Warranties. EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN ATTACHMENT A TO THIS AGREEMENT, OWNER EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Assignment. This Agreement shall not be assigned by Advertiser nor shall Advertiser grant to any other person any of its rights without the prior written consent of Owner.

10. Marketing Materials. The Advertiser acknowledges and agrees that Owner may, and hereby authorizes Owner to take and utilize in any of its marketing materials photographs of the Equipment and inventory upon and after installation; provided, however, that the depiction of the Advertiser's (or their respective affiliates') trademarks or logos, if any, in such photographs shall be incidental to the principal subject, and the Equipment.

11. Miscellaneous. No party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, and delinquencies of suppliers, intervention of any governmental authority or acts of war or terrorism. The parties agree that if any part or provision of this Agreement is in any manner held to be invalid, illegal, void, or in any manner unenforceable, or to be in conflict with any law, or governing bodies or the Owner's rules or regulations, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Neither Advertiser, nor Owner are partners or joint venturers with the other or others.

Advertiser Initial



Owner Initial _____

**ATTACHMENT A
ADVERTISING SPECIFICATIONS**

VICTORY PARTNERSHIP PACKAGE FOR THE HURON ARENA

SIGNAGE ENTITLEMENTS

Main Arena

- One (1) panel on north end of arena on railing surrounding main floor. Approximately 3' h x 4' w.
- One (1) lighted panel in an arena well.
- One (1) panel on a lower arena well.
- One (1) panel on concourse stairwell railing.

Advertiser Initial RB

Owner Initial _____

**ATTACHMENT B
PAYMENT SCHEDULE**

Agreement year 2021: For services rendered January 1, 2021 to December 31, 2021.

Agreement year 2022: For services rendered January 1, 2021 to December 31, 2022.

Please select a renewal option:

Sponsoring Tiger Stadium for 2020-2021 & 2021-2022 and Huron Arena for 2021 & 2022 for \$1,870 per year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ADVERTISER: Slumberland

By [Signature]
[authorized signature only]

Rich Bragg
[print or type name clearly]

Title Owner

Dated 10/29/20

Contact Information

Name: Slumberland

Address: 48 Dakota Ave N

City, State, Zip: Huron SD 57350

Phone: 554-1000

Fax: _____

Email Address: Slumberland@live.com

OWNER: HURON SCHOOL DISTRICT 2-2

By _____
[authorized signature only]

[print or type name clearly]

Title _____

Dated _____

Contact Information

Kelly Christopherson, Business Manager

Huron School District 2-2

PO Box 949

Huron, SD 57350

605-353-6995

Kelly.christopherson@k12.sd.us

ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 3 day of November, 2020, by and among MIDCO ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement dated January 28, 2005 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and

WHEREAS, the parties desire to extend and modify the Advertising Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 1 (one) year from and after January 1, 2021, and ending on December 31, 2021.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$2,000 (two thousand dollars), payable in advance in accordance with the attached Payment Schedule.
3. Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial RL

Owner Initial _____

PAYMENT SCHEDULE

Agreement year 2021: For services rendered January 1, 2021 to December 31, 2021.

Payment #1: \$2,000 Payment due on or before February 1, 2021

ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ADVERTISER: MIDCO

By Rhonda Erickson
[authorized signature only]

Rhonda Erickson
[print or type name clearly]

Title Senior Community Relations Manager
Dated 11/3/20

Address: 3901 N. Louise Ave.

City, State, Zip: Sioux Falls, SD 57107


Phone: 605-946-7893 (cell)

Fax: _____

Email Address: rhonda.erickson@midco.com

OWNER: Huron School District 2-2

By _____
Huron School District

	Huron School District #2-2	Code:
	Policies and Regulations	GDA-1 Support Staff Positions (Salary Schedule for Food- Service Personnel Position Level Definitions)

**Support Staff
Positions**

(Salary Schedule for Food Service-
Personnel **Position Level Definitions**)

Level I - Middle School Dish room, General Helpers, Lunch Monitors, Satellite Helpers, and Lunch Servers:
Responsible for washing pots and pans, serving food, cleaning up, helping satellite staff, operating the dish machine, and preparing some food. These employees work directly under the unit manager or satellite staff.

Level II - High School Ass't. Cook, Baker II, Assistant Salad/Baker, FS Driver/ Server, Satellite Staff, Helpers, and Elementary Cashier:

Responsible for assisting department head in preparing main entree and baking. Must be skilled in proper use of equipment. Works directly under department head. Satellite staff responsible for gathering, delivering, and serving food at elementary schools. Works directly under manager and head cook. **Helpers are responsible for cooking and serving breakfast and lunch at the elementary schools.** Cashier is responsible for selling and punching tickets, recording number of lunches served, and depositing money in the bank. Some cashiers will help in setting up for serving, cleaning up after serving or preparing. **FS Driver is responsible for delivering food and Satellite Staff to elementary.**

Level III A - High School Head Cook, High School Head Salad, Baker-I, Assistant Baker, Salad Person, and Middle School Assistant Cook:

Responsible for preparing main entrees, side dishes, baking, and/or salad preparation. Must be skilled in proper use, cleaning, and sanitizing of all equipment used. Works under direction of unit manager.

Level III B - Middle School Head Cook, Salad, and Baker, Trainer/Coordinator, Middle School and High School Cashiers:

Middle school head book responsible for preparing main entrees and side dishes. Must be skilled in proper use, cleaning, and sanitizing of all equipment used. Works under direction of unit manager. Cashiers responsible for operating point of sale computer terminal, setting up accounts for students and staff, recording number of meals served, recording a la carte sales, and depositing money. High school cashier works directly under high school manager. Middle school cashier/secretaries work directly under school nutrition director. They are also responsible for counting and depositing concession money, typing, filing, ordering elementary school meal tickets, supervising elementary cashiers, making forms, answering phone, and record keeping. **Trainer/ Coordinator is responsible for the training and continual education of all staff, and all internal inspections.**

Level IV A - High School Manager:

Plans, organizes, directs, and supervises nutrition services staff for onsite program. Works directly under school nutrition director on planning menus, ordering food, training programs, cooking methods, sanitation, inventory control, and cost accountability.

Level IV B - Middle School Manager:

Plans, organizes, directs, and supervises nutrition services staff for on-site program and central kitchen producing meals for elementary schools and bread and desserts for the high school. Works directly under school nutrition director on planning menus, ordering food, training programs, cooking methods, sanitation, inventory control, and cost accountability.



2021 ASBSD Legislative Resolutions

Updated 8/7/20

Overview

ASBSD Resolutions are policy statements adopted by the ASBSD membership that guide your Association's advocacy efforts at the state and federal levels. A subcommittee of the ASBSD Board of Directors – called the ASBSD Policy and Resolutions Committee – develops draft policy statements for consideration by the full membership at the ASBSD Delegate Assembly.

A. Achievement and Equity

1. STATE FUNDED PRESCHOOL

RESOLUTION

ASBSD supports state funding of public voluntary preschool education programs so long as it does not jeopardize or repurpose current funding of public K-12 education.

RATIONALE

State funding for voluntary pre-school programs, consistent with the SD Early Learning Guidelines, would be a welcome addition to the public K-12 funding model. However, that funding would need to be a supplement to the current funding model, not utilized to supplant it, in any way. Any adjustment to the current funding model, which did not add new money to the model, would jeopardize academic opportunities currently in place in public school districts.

ADOPTED: 2017

REVISED: 2019

2. COMPULSORY SCHOOL ATTENDANCE

RESOLUTION

ASBSD supports compulsory school attendance to age 18 or until a student graduates or earns their GED. ASBSD also understands to accomplish this goal cooperative funding and support for at-risk youth must be provided to the districts.

RATIONALE

In today's global economy, every South Dakota student deserves the lasting benefits of a high school diploma. Maintaining compulsory attendance age until 18 will make public school policy mirror BIE policy, minimizing the potential for students to transfer to public school in order to drop-out of high school.

ADOPTED: 2008

REVISED: 2019

A. Achievement and Equity

3. SOUTH DAKOTA ACADEMIC CONTENT STANDARDS, GRADUATION REQUIREMENTS AND STATE ASSESSMENT EXAMS

RESOLUTION

ASBSD supports South Dakota academic content standards, with sufficient financial resources and professional development for school staff, to facilitate implementation of the standards and graduation requirements as well as the full participation of students in state assessment exams.

RATIONALE

South Dakota academic content standards and graduation requirements serve as expectations for what students should know and be able to do by the end of each grade level and upon graduation. The review, revision, development, and feedback process involves stakeholders throughout the state of South Dakota and is an ongoing and critical component to ensure South Dakota students in every classroom receive current and relevant learning experiences. The goal is that all students will graduate college, career, and life ready.

ADOPTED: 2010

REVISED: 2018

4. EXTRA AND CO-CURRICULAR ACTIVITIES – FREE PARTICIPATION – (PROPOSED DELETION)

Reason for Deleting: The topic of pay to play sports or other extracurricular activities has not been an issue for several years and doesn't appear to warrant a legislative resolution.

RESOLUTION

~~ASBSD supports extra and co-curricular activities as an important component of South Dakota's system of public education and opposes legislation that will in any way establish fees for participation in extra and co-curricular offerings.~~

RATIONALE

~~The South Dakota Constitution guarantees a free public education to all students. Extra-curricular and co-curricular activities, though not always offered for academic credit, are a valuable part of a child's education and should remain free to all public school students.~~

~~ADOPTED: 2010~~

~~REVISED: 2020~~

5. SCHOOL EMPLOYEE COMPENSATION

RESOLUTION

ASBSD supports continued commitment by the legislature to enhance the ability to attract, recruit and retain quality personnel in South Dakota public schools.

RATIONALE

To ensure public schools can recruit and retain quality employees, the state must maintain a long-term financial commitment to our schools in order to provide competitive salaries for their school employees.

ADOPTED: 2013

REVISED: 2018

A. Achievement and Equity

6. ADDITIONAL STATE TESTING REQUIREMENTS

RESOLUTION

Beyond what is already required in state and federal law, ASBSD opposes legislation that would exempt any student in a public, private or homeschool from state assessments.

RATIONALE

Should an additional testing requirement be deemed reasonable and necessary by the South Dakota Department of Education, ASBSD believes all students should be included in the requirement. All groups of students, whether in public, private or homeschool education programs, should be required to demonstrate knowledge at a similar level to that of their peers residing in a different educational path.

ADOPTED: 2019

B. Local Governance

1. STUDENTS RECEIVING ALTERNATIVE INSTRUCTION (HOME SCHOOL INSTRUCTION) (PROPOSED AMENDMENT)

RESOLUTION

ASBSD supports state guidelines for evaluating the academic progress of students receiving alternative instruction, the establishment of effective state regulations to ensure exempted students receive a high-quality education and the right of the local public school board to decide criteria for allowing alternative instruction students to participate in extra-curricular and co-curricular activities.

RATIONALE

School boards and the Department of Education are responsible for the education of students receiving alternative instruction. State guidelines and regulations would provide school boards with criteria to determine if revocation of an application is warranted. When issues of participation in public school activities arise, the authority to determine who may participate should rest solely with the local public school board.

ADOPTED: 2008

REVISED: 2020

2. SCHOOL FINANCES

RESOLUTION

ASBSD supports local governance in the management of district funds.

RATIONALE

Control of school finances should rest with the local public school board within the district.

ADOPTED: 2009

REVISED: 2012

3. CHARTER SCHOOLS OR OTHER SCHOOL SYSTEMS (PROPOSED AMENDMENT)

RESOLUTION

ASBSD opposes any new legislation that creates charter schools or a similar school system that would require the use of any state or federal funds in order to operate.

RATIONALE

Any legislation that has the potential to introduce charter schools or similar school systems and could take funding from public schools, receive waivers from state standards of accreditation and teacher certification, be selective in the students who may enroll, and be detrimental to local public school districts, should be opposed.

ADOPTED: 2012

REVISED: 2020

4. PUBLIC FUNDING FOR NON-PUBLIC EDUCATION

RESOLUTION

ASBSD opposes any law that diverts public dollars to fund non-public education in any manner.

RATIONALE

Legislation that diverts public dollars to non-public schools would be detrimental to the public education system.

ADOPTED: 2015

REVISED: 2016

B. Local Governance

5. PRIVATE SCHOOL SCHOLARSHIP PROGRAM

RESOLUTION

ASBSD opposes state law allowing tax credits from the insurance company premium and annuity tax to fund a private school scholarship program and permits contributions made by the insurance companies to remain anonymous.

RATIONALE

The state law allowing the diversion of public dollars to non-public schools is detrimental to the public education system and, in the opinion of ASBSD, is unconstitutional. In addition, the scholarship program is based on an antiquated school funding system and may result in the program no longer remaining fiscally neutral for the state. Permitting contributions made by insurance companies to remain anonymous places their special interests above their tax obligation to the state and undermines transparency established in other state laws. ASBSD supports amending SDCL 13-65 to require contributions to the scholarship fund to become public information. ASBSD also supports amending SDCL 13-65 to require any school receiving funds under SDCL 13-65 to follow all state requirements that public schools follow, including (but not limited to) accepting students under the State's Open Enrollment statutes and requiring the school to continue educating all accepted students until tuition/scholarship dollars are no longer paid or the student is expelled pursuant to State law.

ADOPTED: 2016

6. SCHOOL DISTRICT IDENTIFICATION SYMBOLS and EVENTS (PROPOSED AMENDMENT)

RESOLUTION

ASBSD supports the local control by public school boards, and encourages them to seek input from community stakeholders on matters that involve symbols and events they believe uniquely identify their school.

RATIONALE

Public school districts are sensitive to the representation and depiction of all people through the use of mascots, nicknames, logos or other symbols and school events. Public school boards are open to discussion with local Native American tribes, community organizations and members on the utilization of these symbols and maintain their local control to make determinations on usage based on these discussions and what is best for the district, as a whole.

ADOPTED: 2016

REVISED: 2020

7. DECISION-MAKING AUTHORITY REGARDING TRANSGENDER LEGISLATION (PROPOSED AMENDMENT)

RESOLUTION

ASBSD supports the judgment and integrity of local public school boards and school districts to act in the best interest of all their students, school and community and show respect for all students, staff and other individuals including transgender persons, within the parameters of existing law.

RATIONALE

Public school boards, as elected leaders, are responsive and accountable to local citizens, as noted Gov. Dennis Daugaard in his in the 2016 veto message of House Bill 1008, "can, and have, made necessary restroom and locker room accommodations that serve the best interests of all students, regardless of biological sex or gender identity." Local public school boards and districts who have been met with these matters previously have prudently reached a decision that works best for all parties involved

ADOPTED: 2016

REVISED: 2020

B. Local Governance

8. LEGAL AND FINANCIAL PROTECTION FOR COMPLIANCE WITH STATE LAW

RESOLUTION

ASBSD supports provisions in law that would require the South Dakota Attorney General's office to represent a public school district, should it face a lawsuit while complying with the state law, and indemnify the public school district for any financial liability incurred by the district rising out of the lawsuit.

RATIONALE

Public school districts respect the letter of the law and implement statutory requirements handed down to them by the legislature. Should a district face litigation for complying with state law, ASBSD believes a legal and financial partnership with the State of South Dakota is necessary. There is precedent in law related to this request as SDCL 13-34-25 and 13-24-24 states the attorney general would represent a school district at no cost should it be sued for complying with state statute related to use of textbooks or the display of the national motto and we believe this right should be extended to all laws requiring school district compliance with state law.

ADOPTED: 2016

REVISED: 2019

9. BEHAVIORAL and MENTAL HEALTH RESOURCES

RESOLUTION

ASBSD supports additional State and Federal resources for schools to support the behavioral and mental health of students in K-12 public schools.

RATIONALE

Public schools are experiencing a growing need for support in mental health resources including, behavior specialists and social workers, which most schools cannot afford. An increasing number of students with behavior and mental health issues have taxed the resources available in schools. Learning and instruction are disrupted and hindered if a student's behavioral or mental health problems are not addressed. Support from state and federal funds is essential to providing the resources needed.

ADOPTED: 2018

B. Local Governance

10. SAFE SCHOOLS RESOURCES

RESOLUTION

ASBSD supports additional State, Federal, and local resources for schools to create a safe learning environment for all students in K-12 public schools.

RATIONALE

School safety plans are continuously evolving and essential to ensuring a safe environment, thus additional resources are needed to:

- a. Dedicate more resources to community efforts to "wrap services around" students. This starts at the district and school building level with programs that nurture students' social and emotional needs and growth. Through this support, communities can implement threat assessment and help students in need of intervention;
- b. Provide sustained and flexible funding for comprehensive school safety planning and implementation. School boards may consider building improvements and school climate programs to enhance safety which can require capital outlay funds;
- c. Fund more collaborative projects between schools and local law enforcement. ASBSD believes the best option to ensure school safety is through partnership with local law enforcement agencies, specifically in the form of school resource officers being in schools.

ADOPTED: 2018

REVISED: 2019

11. SCHOOL BOARD TRAINING POLICY

RESOLUTION

ASBSD supports the right and responsibility of locally elected school boards to establish policy outlining the requirements for initial training and continuing education of their school board members.

RATIONALE

Initial and continuing education of school board members is important in order to enhance their knowledge base resulting in strong and effective leadership for the district. Initial school board member training and continuing education is also important as it sets a good example for students, administrators, staff and community members, and shows the local school community and the State that local school board members are deeply committed to their public service and responsibilities.

ADOPTED: 2019

B. Local Governance

12. SCHOOL BOARD AND SCHOOL BOND ELECTIONS (PROPOSED ADOPTION)

RESOLUTION

ASBSD opposes any legislative mandate which would require public school district annual school board elections, or special elections, or both, to be held on the first Tuesday in June and in conjunction with the primary election in even-numbered years, or on the first Tuesday in November and in conjunction with the general election during even-numbered years.

RATIONALE

It is important for locally elected school boards to be able to decide, within the parameters of state statute, the date they will hold their school board and school bond elections, in order to maintain the non-partisan nature of these elections. School bond elections should also be left to local control of the school board so the district can meet construction project timelines and favorable interest rates, should the bond be passed by the local voters. Since 1939 the locally elected school board has had the statutory authority to set the date of the annual school election and since 1981 the locally elected school board has had the statutory authority to choose to hold a general school district election in conjunction with a regular municipal election. School elections are a local decision and should remain as such.

ADOPTED: 2020

13. GOVERNANCE DURING THE COVID-19 PANDEMIC (PROPOSED ADOPTION)

RESOLUTION

ASBSD supports school districts' maintaining high expectations for learning and recognizes local decision making is essential during the COVID-19 pandemic, with continued guidance provided by the South Dakota Department of Health, the Centers for Disease Control and the South Dakota Department of Education.

RATIONALE

During the COVID-19 pandemic, decisions are best made at the local level for the students and staff in each school district, including those dealing with the method of instruction that best meets the needs of students and can be delivered by staff. The local school district needs guidance as to how to deal with issues, but does not need mandates from either the state or federal level.

ADOPTED: 2020

C. School Finance

1. SCHOOL FUNDING (PROPOSED DELETION)

Reason for deleting: The concepts in C1 have been incorporated into the revised C7 resolution.

RESOLUTION

~~ASBSD supports a state education funding system that provides adequate aid for public schools to deliver a high-quality education to all students, competitively compensate district employees and allow local management of funds.~~

RATIONALE

~~The revamped funding system, which was implemented in 2016, has evolved in the brief time since it was put in place and will continue to do so, but the foundational belief remains the same that the school funding system must provide districts with adequate funding in order for public schools to provide quality education to their students.~~

ADOPTED: 2008

REVISED: 2020

2. CONSISTENT SPARSITY FUNDING

RESOLUTION

ASBSD supports consistent district-level funding provided by the state for sparse public school districts as defined in SDCL 13-13-78.

RATIONALE

The state's sparse funding has provided much needed resources to the state's smallest and most rural schools. However, since the funding has been instituted, the amount of funding delivered to districts has declined and has been threatened for repeal. Given that sparsity funding amounts to more than 10 percent of the operating budget in some rural districts, the state's smallest most geographically isolated districts deserve consistent state supplemental funding.

ADOPTED: 2009

REVISED: 2014

3. SCHOOL FUNDING – TWO YEAR ENROLLMENT AVERAGING

RESOLUTION

ASBSD supports reinstating two-year enrollment averaging or current enrollment, whichever is larger, in place of the fall enrollment count for the state aid formula calculation.

RATIONALE

The provision in the state aid formula that allowed for two-year averaging of school district enrollment was eliminated. With year to year fluctuations in student enrollment, public schools depend on two-year averaging to provide stability in their budgeting process.

ADOPTED: 2016

REVISED: 2019

C. School Finance

4. CAPITAL OUTLAY ADJUSTMENTS (PROPOSED AMENDMENT)

RESOLUTION

ASBSD supports legislation amending the ~~\$2,800~~ \$3,400 cap on Capital Outlay funds in SDCL 3-16-7.2 and setting the maximum limits in SDCL 13-16-7, to allow a school district to levy up to \$3 per \$1,000 of valuation.

RATIONALE

Since the implementation of the Capital Outlay growth caps, schools have experienced growing pressure on the Capital Outlay fund. Amending the additional ~~\$2,800~~ \$3,400 cap on the fund and allowing school districts to levy up to the \$3 per \$1,000 of valuation would help minimize the pressure.

ADOPTED: 2018

REVISED: 2020

5. GENERAL OBLIGATION BOND ELECTION

RESOLUTION

ASBSD supports legislation allowing a school bond to be approved by a simple majority vote.

RATIONALE

With the growth caps placed on Capital Outlay, schools are finding it increasingly difficult to fund major Capital Outlay projects, such as facility construction. School districts need the ability to pass bonds on local construction whereby a majority vote of the electorate is enough for it to pass. Under current law SDCL 7-24-2 county bonds only require a simple majority, while school related bonding requires a 60 percent vote to pass. Thus, the change would be consistent with another government subdivision requirement.

ADOPTED: 2018

6. PROPERTY TAX EXEMPTION FOR ALTERNATIVE INSTRUCTION

RESOLUTION

ASBSD opposes legislation exempting parents or guardians who provide alternative instruction from property taxes.

RATIONALE

Exempting specific tax payers from the need to pay for public education defeats the purpose of taxation of the general public to provide the constitutionally mandated support for public schools. Parents and guardians utilizing alternative instruction have made a choice when it comes to exempting out of the public school system and that choice should be respected, however, forgiving their tax obligation to fund public education is a dangerous precedent that would lead to any government service being provided on a use basis. Government cannot function in that model.

ADOPTED: 2018

C. School Finance

7. MAINTAINING THE STATE AID INFLATION FACTOR (PROPOSED AMENDMENT)

RESOLUTION

ASBSD supports adherence to the State Aid inflationary index factor defined in SDCL 13-13-10.1, which requires school districts to annually receive an increase in state aid of 3 percent or inflation, whichever is less. The Governor and the Legislature have a constitutional obligation to maintain a state education funding system that provides for public schools to deliver a high-quality education and competitively compensate district employees.

RATIONALE

~~Since the change in the state funding formula in 1995, the concept of an inflation factor to increase the state aid formula over time has been based on 3 percent or CPI-W, whichever is less. The inflationary index has been appropriated by the Legislature each fiscal year, with the exception of FY 2011, 2012 and 2019. Appropriating funds for public schools is a constitutional requirement of South Dakota under Article 8, section 1, and must be a state budget priority. The inflationary index factor is critical to schools in order for them to maintain a consistent revenue source and without an inflationary factor, schools would not be able to withstand the inflationary increases of salaries, and operational expenses of schools and thus not meet the standard of education expected. In addition, schools are required by state law to meet accountability rules to maintain teacher salaries. Without the inflationary index schools could not meet those state mandated requirements.~~

There is growing concern when state dollars are limited, the inflation factor is optional and the legislature is not required to adhere to the law. Schools need the index factor and the Legislature needs to fund at least the minimum index requirement. School districts must be appropriated at least the index factor to pay for the growing needs within school districts to:

- a. provide salary increases to teachers, as well as maintain salaries for all personnel, and remain competitive in regional teacher salaries to attract and retain our best teachers.
- b. meet inflationary increases in the operation of the schools;
- c. maintain safety and health related services;
- d. provide current technology and instructional materials.

ADOPTED: 2018

REVISED: 2020

C. School Finance

8. ACCOUNTABILITY WAIVERS PROCESS (PROPOSED AMENDMENT)

RESOLUTION

ASBSD supports the waiver process option for school districts to seek relief from accountability requirements, including, but not limited to, meeting the target teacher compensation and the general fund reserve cash caps. In a fiscal year where school districts are not provided the statutorily required increase in state aid, all accountability requirements should be waived.

RATIONALE

There must be a balance between accountability and flexibility regarding funds for enhancing teacher salaries and general fund cash reserves. Each school district faces unique challenges and situations and the waiver process is an important component in guaranteeing flexible options for schools to meet the teacher salary targets and general fund cash reserve caps.

ADOPTED: 2018

REVISED: 2020

9. PROTECTING SCHOOL DISTRICT VALUATIONS

RESOLUTION

ASBSD opposes legislation that would reduce any property valuations without the inclusion of a hold harmless clause for school districts.

RATIONALE

ASBSD believes protecting property valuations to support school funding must be a priority in South Dakota. Any legislation that significantly reduces property valuations without a hold harmless for schools would have a drastic negative effect on school finance.

ADOPTED: 2019

10. ADDITIONAL FUNDING DURING COVID-19 PANDEMIC (PROPOSED ADOPTION)

RESOLUTION

ASBSD supports additional state and federal funding for school districts due to unforeseen and continued expenses incurred during the COVID 19 pandemic.

RATIONALE

There are many new one time and on-going expenses that school districts are incurring during the COVID-19 pandemic in order to continue to provide high-quality education. These expenses are related to added staff needs for both certified and classified employees and multiple expendable items such as PPE, cleaning products, barriers and other items. Current budgets are being stretched and will need additional dollars to maintain a safe environment for students to learn in.

ADOPTED: 2020

D. Taxation

1. COMMITMENT TO THE HALF PENNY SALES TAX RATIO

RESOLUTION

ASBSD supports continued adherence to the original ratio of funds from the half penny sales tax established in HB 1182 (SDCL 10-58-7) in 2016 dedicated to funding teacher salaries.

RATIONALE

ASBSD believes the State must continue the revenue distribution ratio implemented when the half-cent sales tax was approved in order for schools to maintain funding teacher salaries at the rate required by state mandates attached to the additional dollars and to fulfill the purpose the original statute intended.

ADOPTED: 2018

2. SCHOOL FUNDING – PARTRIDGE AMENDMENT

RESOLUTION

ASBSD supports legislation giving the legislature the authority to decide whether or not to reduce the state's sales tax rate by one-tenth of a percent should the revenue collected from the remote seller's tax – the tax collected by the state on Internet sales – exceed the previous calendar year's revenue collection from the tax by \$20 million.

RATIONALE

Revenue collections must be suitable in order for the state to meet its financial obligations, such as providing the statutorily required increase in state aid to education. The legislature, as the government stewards of the state budget, should be allowed the latitude to decide if lowering the state's sales tax rate is feasible based on whether or not revenue collections, as a whole, will meet the state's financial obligations to public education.

ADOPTED: 2019

E. Personnel

1. HUMAN RESOURCE MANAGEMENT

RESOLUTION

ASBSD supports a local public school district's ability to develop hiring, evaluation and compensation policies to develop performance and market-based compensation mechanisms that support local efforts to recruit and retain quality staff.

RATIONALE

School boards, administrators and teachers are in the best position to decide whether the school district has the financial resources, personnel, data systems and desire to implement local policy. Districts should have the flexibility to adopt effective hiring, evaluation and compensation policies.

ADOPTED: 2010

REVISED: 2012

F. Unfunded Mandates

1. STATE EDUCATION MANDATES

RESOLUTION

ASBSD supports legislative action to require the State to adopt a fiscal note associated with and providing funding for all mandates placed on local public school districts.

RATIONALE

When state mandates place additional burdens on school boards, funds should be allocated to compensate expenses incurred. Therefore, it should be the policy of the State Department of Education to adopt fiscal notes and request funding from the legislature, prior to the passage of all mandates placed on local public school districts.

ADOPTED: 2008

REVISED: 2017

2. FEDERAL MANDATES

RESOLUTION

ASBSD supports full funding for all federal mandates.

RATIONALE

When federal policymakers enact laws intended to foster higher levels of school performance and academic achievement, Congress must adequately fund federal mandates to avoid causing local school boards to shift local resources to meet the demands of federal education policies.

ADOPTED: 2008

REVISED: 2016

G. Federal Relations

1. MEDICAID SERVICE REIMBURSEMENT

RESOLUTION

ASBSD supports the continuation of federal Medicaid Service provided to public school K-12 for providing health services to Medicaid-eligible students.

RATIONALE

Public schools play a key role in identifying eligible children for Medicaid, connecting children to needed services in schools and communities. Medicaid service reimbursement funds help South Dakota public school districts provide outreach and coordination services that ultimately helps eligible children receive health services in a timely manner.

ADOPTED: 2008

REVISED: 2012

2. SCHOOL NUTRITION

RESOLUTION

ASBSD supports flexibility in federal law for state and local food service personnel to adjust the nutrition requirements including changes to the calorie maximum, to ensure they are providing school meals that meet the needs of their diverse student body in their communities.

RATIONALE

A one-size-fits-all policy ties the hands of local public school lunch providers. According to recent report, the USDA's new regulations have led to hungrier students, wasted food, and increased costs for schools.

ADOPTED: 2010

REVISED: 2016

3. E-RATE

RESOLUTION

ASBSD supports action by Congress and the Federal Communications Commission to strengthen the E-Rate program and improve the quality and speed of Internet connectivity in our nation's public K-12 schools.

RATIONALE

The E-rate program, officially called the Schools and Libraries Program Universal Service Fund, provides significant discounts to schools and libraries to help them build technology infrastructure and provide telecommunications and Internet services for students in low-income and rural areas. The program is a vital source of funding to maintain and improve Internet connectivity in public K-12 schools. Expansion of the federal E-rate program would improve access to technology for public K-12 schools and students.

ADOPTED: 2010

REVISED: 2012

G. Federal Relations

4. EVERY STUDENT SUCCEEDS ACT (ESSA)

RESOLUTION

ASBSD supports the federal education policy emphasizing the importance of local governance, providing states with more control over education standards and strengthening support for local control in managing school administration, budget development and related operations for public school district responsibilities.

RATIONALE

ESSA affirms state control of education standards by allowing them to set their own benchmarks for student achievement in math and reading. In addition, ESSA reaffirms the importance of local governance as state education standards will be up for peer review by public school board members, administrators, parents and other groups. A local governance measure included in the bill strengthens support for local control which will enhance the local district's goal of consistent student achievement.

ADOPTED: 2016

5. REPURPOSING FEDERAL FUNDING FOR SCHOOL CHOICE EXPANSION

RESOLUTION

ASBSD opposes the repurposing of federal funds in order to expand non-public school choice options.

RATIONALE

The repurposing of federal funds to expand non-public school choice options-would have lasting effects on public school programs that originally received these funds. The use of public funds to expand school choice damages public schools by removing dollars dedicated to these schools to support students in a multitude of programs.

ADOPTED: 2017

REVISED: 2019



2021 ASBSD Standing Positions

Revised 8/7/2020

OVERVIEW

Standing positions are broad policy statements that reflect the core beliefs of South Dakota's locally elected public school board members. Standing positions provide your school board association with general direction and guidance on a range of education policy issues.

DIVERSITY AND EQUITY (PROPOSED AMENDMENT)

School boards are encouraged to recognize and understand the needs and strengths of all students. School boards should provide resources that will facilitate access to a high-quality, safe, and supportive education that prepares students for success. ASBSD urges local school boards to promote and support the significant benefits of learning in racially, ethnically, and socio-economically diverse settings, to commit to equity and excellence for all students, and to support the needs of English-language learners.

Adopted: 2018

Revised: 2020

HEALTH & WELLNESS (PROPOSED AMENDMENT)

ASBSD believes that wellness is related to staff and students ~~overall~~ well-being and their readiness to teach and learn. A growing body of research links student wellness to positive academic results, affirming the important role the overall wellness plays in student achievement.

ASBSD believes local public school boards should work with community stakeholders in a coordinated approach to promote policies and practices that encourage and enable wellness, including healthy food choices, nutrition education, personal care and hygiene and regular physical activity.

Comprehensive local policy includes multiple aspects of student/staff well-being, including drug resistance, suicide prevention, violence prevention and all forms of bullying.

ASBSD urges local public school boards to adopt policy that promotes healthy lifestyles and student safety, but opposes state mandates, whether funded or unfunded, which would limit the authority of local public school districts to design appropriate wellness programs that reflect school and community standards.

Adopted: 2008

Revised: 2020

INVESTMENT IN EDUCATION

ASBSD believes devoting public funds to elementary and secondary education is an investment in the social and economic future of our children, our communities, our state and our nation.

In South Dakota, public schools deliver an outstanding return on investment. The personal and economic benefits of a quality education have a direct and dramatic impact on individuals, families and communities. Investments in the public education system serve multiple ends, but none are more important to the economic future of our country than ensuring every child graduates from high school ready for the postsecondary education or the workplace.

ASBSD believes investing in elementary and secondary education leads to improved student outcomes, particularly when investments strengthen teacher quality, improve access to high quality public K-12 programs and provide extended learning opportunities for students at-risk.

South Dakota's Constitution prescribes the commitment to public education in Article 8, Section 1; "The stability of a republican form of government depending on the morality and intelligence of the people, it shall be the duty of the Legislature to establish and maintain a general and uniform system of public schools wherein tuition shall be without charge, and equally open to all; and to adopt all suitable means to secure to the people the advantages and opportunities of education."

State law (SDCL 13-13-10.1) mandates funding for public education in South Dakota must be increased by the percentage of growth in the Consumer Price Index (CPI-W) or 3 percent, whichever is less. This law requires a minimum increase in the investment in public education be made by the state each year and is the only such legal requirement amongst the state's institutions.

Adopted: 2011

Revised: 2019

LOCAL GOVERNANCE (PROPOSED AMENDMENT)

Public school districts are governed by elected leaders, who are responsive and accountable to local citizens. An informed, active citizenry is essential to our democratic and representative form of government.

Local boards, within parameters established by state law, are vested with authority to make local education decisions. Local board members, as the elected representatives closest to the students, families and communities in which they live, are best positioned to understand student and community needs and identify effective solutions. A local public school board cannot delegate statutory duties and responsibilities. State law must allow governance flexibility to ensure all school boards are positioned to meet the needs of their community and the changing public school environment.

Public school boards are accountable to students, citizens and staff for: providing education programs; striving for excellence; identifying needs; adopting clearly defined written policies; measuring program success; and interpreting and disseminating information to the public; and setting the school calendar that best fits their district.

Public school boards function best in a non-partisan, broadly representative, team-spirited manner while putting district needs ahead of partisanship, special or personal interest – be they political, racial, religious, geographic, economic, social, civic or any other form. The board and superintendent, along with other key personnel, serve as a local governance leadership team that works together to effectively and efficiently operate a public school district.

ASBSD supports the judgment and integrity of South Dakota public school board members and opposes initiatives or legislation that impedes a school board's ability to govern.

It is ASBSD's expectation that school board members be fully invested in the concept of public school education and the purpose for which public schools are created.

Adopted: 2007

Revised: 2020

NATIVE AMERICAN INDIAN EDUCATION (PROPOSED AMENDMENT)

A range of statistical indicators reveal persistent and dramatic achievement gaps between Native American Indian students and their peers, depriving a significant portion of South Dakota's children of an equal opportunity to claim a more prosperous personal, social and economic future.

All students can face barriers to learning, but many of South Dakota's Native American Indian children are surrounded by a concentrated and generationally pervasive poverty that jeopardizes an individual's health, safety and personal belief in the value of education.

~~South Dakotans must continue to work toward solutions which include but not limited to the Native American Achievement Schools Grant Program and the Paraprofessional Tuition Assistance Scholarship Program, while embracing the pride, heritage and dignity of Native American Indian culture and fostering collaboration and establishing long-term commitments to improving educational outcomes for Native American Indian students.~~

South Dakotans must continue to work toward solutions by embracing the pride, heritage and dignity of Native American Indian culture, fostering collaboration and establishing long-term commitments to improving public educational outcomes for Native American Indian students.

Adopted: 2010

Revised: 2020

OPEN GOVERNMENT AND TRANSPARENCY

As public bodies, school boards operate in a transparent manner that promotes active civic engagement and public discourse. Effective and efficient governance respects the public's right to observe, respectfully record a board meeting and petition government while operating under the legal framework of school board, state and federal policy. Public school boards, as government entities closest to citizens, provide a wealth of public information, including thorough financial records.

ASBSD believes it is incumbent upon each public school board member to have a working knowledge of both open meeting laws and privacy laws.

ASBSD supports state policies and potential legislation allowing public school boards the local option to post official minutes and public notices online.

ASBSD supports full disclosure of conflicts of interest as prescribed by law (reference SDCL 3-23-6 through 3-23-9).

Adopted: 2009

Revised: 2019

PUBLIC SCHOOL CHOICE (PROPOSED AMENDMENT)

ASBSD believes South Dakota's public education system, through South Dakota's open enrollment laws, should provide parents and students the choice to attend any of South Dakota's public schools.

ASBSD supports open enrollment laws that work to promote cooperation among public school districts that help meet the educational needs of ~~ALL~~ all students and families.

ASBSD supports partnerships between schools and parents to offer diverse and multiple high quality educational options to meet the individual needs of students.

Adopted: 2007

Revised: 2020

SAFE AND SECURE SCHOOLS (PROPOSED AMENDMENT)

ASBSD believes South Dakota public school students deserve to learn in a safe and secure school environment.

A growing body of research has linked student achievement and behavior, as well as staff morale, to physical building conditions. Every child deserves a safe, technologically-ready school facility designed for student learning.

ASBSD believes local public school boards are responsible for the adoption of plans to prevent and respond to situations that threaten the safety or well-being of students and staff. School districts are encouraged to work with a variety of state and local government agencies and to prepare effective emergency response plans.

State and local government agencies are encouraged to inform and collaborate with school districts to obtain and utilize appropriate resources that will enhance the safety and security of school buildings.

ASBSD believes local public school boards, acting in compliance with federal and state law, must have the authority to enact and implement policies and procedures that maintain safe, orderly schools and create supportive learning cultures.

ASBSD supports current laws designed to keep convicted criminals from employment in schools and illegal drugs and weapons away from school buildings.

ASBSD urges parents, businesses, communities and state agencies to work with local school boards to provide safe, crime-free schools.

Adopted: 2010

Revised: 2020

SCHOOL FINANCE

South Dakota's public school students deserve a comprehensive school finance system. School finance decisions, whether at the local, state or federal level, should build the capacity of the public education system to expand learning opportunities for students. Policy makers at all levels should fulfill commitments and obligations to public schools before providing financial support to non-public schools.

ASBSD supports a school finance system that:

- Provides necessary equitable, predictable and timely funding; and
- Provides equal opportunities to all public school students while addressing South Dakota's diverse student needs; and
- Provides judicious funding based on relief for enrollment fluctuations; and
- Provides locally elected public school boards the authority and responsibility to prioritize and allocate funding, within the mandates and parameters of each fund set in state statute, to best meet student needs; and
- Provides additional funding to meet state and federal expectations.

Adopted: 2007

Revised: 2019

SCHOOL REORGANIZATION (PROPOSED AMENDMENT)

ASBSD believes school district reorganization, resource sharing and cooperative arrangements are in the best interest of South Dakota's public school students when:

- Educational outcomes, measured in expanded educational opportunities with expectations for improved achievement, is the most important consideration; and
- Geographical issues are considered, including the amount of student travel time and allowing for continued community participation; and
- Reorganization is voluntary – initiated at the local level by the board or citizens and approved by the citizens of the public school district and voted upon by the school board, or by the citizens of the public school districts.

Adopted: 2006

Revised: 2020

STUDENT ACHIEVEMENT (PROPOSED AMENDMENT)

One of a local public school board's core responsibilities is to develop, adopt and oversee policies focused on improving student achievement and eliminating achievement gaps between low achieving students and students performing at or above grade level. Every student, regardless of individual differences, must be given opportunities to achieve at their highest level ~~can achieve at high levels when the state, local public school boards and communities establish high expectations for students and provide necessary resources and support.~~

Today's public school boards strive to develop instructional policy that provides for multiple paths to knowledge that moves students to develop more critical thinking, collaborative problem solving and self-reliance skills.

As community leaders, public school board members focus on providing programs and working collaboratively with other agencies.

Student achievement should be gauged using an accountability system based on multiple assessments that are valid, reliable, defensible, credible and diagnostically meaningful to a variety of stakeholders.

ASBSD urges policymakers at all levels to support programs that promote high level skills such as digital literacy, innovative thinking, and interactive communication to engage learners leading students to succeed in today's highly competitive, global economy.

Adopted: 2010

Revised: 2020

TECHNOLOGY IN EDUCATION

Technology has an essential and expanding role in our global society. Emerging information and communication technologies will reshape how students learn and how they apply their knowledge, skills and abilities.

ASBSD believes technology transforms public K-12 education. The infrastructure, hardware, software, and platforms are either available or being developed that will continue to change the nature of how we teach our children in profound and far-reaching ways.

ASBSD believes technology is a powerful, important tool for public education to be used in combination with proven teaching and learning strategies to ensure a high-quality education.

ASBSD supports technology initiatives that are focused on improved student outcomes and that reflect the need for ongoing support and renewal in the ever-changing technological landscape. Digital technology using virtual learning strategies, blended learning, and other cutting edge teaching coupled with quality training, will advance our students in the highly competitive global environment.

South Dakota's public school systems should embrace technology as a catalyst to improve teaching and learning. School district staff need support, through high-quality, embedded professional development, to integrate technology into their instruction. Technology integration is a critical tool to prepare our students for digital world that is transforming around them.

Adopted: 2012

Revised: 2019

**EXTRACT OF MINUTES OF MEETING OF THE
SCHOOL BOARD OF HURON SCHOOL DISTRICT 02-2
BEADLE, JERAULD AND SANBORN COUNTIES, SOUTH DAKOTA**

Pursuant to due call and notice thereof, a meeting of the School Board of Huron School District 02-2, Beadle, Jerauld and Sanborn Counties, State of South Dakota, was held on _____, 2020 at _____ o'clock __.m.

The following members were present:

and the following were absent:

Thereupon the President declared that a quorum was present and the meeting opened for transaction of business.

Member, _____, introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE AND PAYMENT OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND AND NO/100 (\$6,795,000) OF THE HURON SCHOOL DISTRICT 02-2 OF BEADLE, JERAULD AND SANBORN COUNTIES, SOUTH DAKOTA AND APPROVAL OF THE HEALTH AND EDUCATION FACILITIES AUTHORITY IN STATE AID PLEDGE AGREEMENT.

WHEREAS, the Huron School District 02-2 is authorized by the provisions of SDCL §§ 6-8B-30 through 6-8B-52 to issue taxable general obligation refunding bonds to refund and refinance validly issued outstanding general obligation refunding bonds of the School District; and

WHEREAS, the School Board has determined that refunding certain bonds of the School District will reduce the debt service costs to the School District; and

WHEREAS, the School Board has determined that it is necessary and in the best interest of the School District to issue Taxable General Obligation Refunding Bonds, Series 2021 of the School District for the purpose of providing funds to refund General Obligation Bonds, Series 2013.

WHEREAS, the School Board has determined that it is necessary and in the best interest of the School District to participate in the Pledged State Aid Program authorized under SDCL §13-19-27 and SDCL §13-16A-97 administered by the South Dakota Health and Educational Facilities Authority and to pledge the School District's right to receive state aid to education to secure payment of such Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF THE HURON SCHOOL DISTRICT 02-2 OF BEADLE, JERAULD AND SANBORN COUNTIES, AS FOLLOWS:

**ARTICLE I
DEFINITIONS**

Section 1.1. Definition of Terms.

In addition to the words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" means collectively SDCL Chapter 6-8B and Title 13, as amended.

"Authority" means the South Dakota Health and Educational Facilities Authority and any successor or assigns.

"Authorized Officer of the School District" means the President of the School Board and the Business Manager, or, in the case of any act to be performed or duty to be discharged, any other member, officer, or employee of the School District then authorized to perform such act or discharge such duty.

"Bonds" means not to exceed Six Million Seven Hundred Ninety-Five Thousand and No/100 Dollars (\$6,795,000) in aggregate principal amount of Taxable General Obligation Refunding Bonds, Series 2021, dated the date of issuance or such other designation or date as shall be determined by the School Board pursuant to Section 8.1 hereof, authorized and issued under this Resolution.

"Bond Counsel" means Meierhenry Sargent LLP, a firm of attorneys recognized as having experience in matters relating to the issuance of state or local governmental obligations.

"Bond Payment Date" means such dates as are set forth in the Bond Purchase Agreement.

"Bond Purchase Agreement" means the agreement between the School District and the Underwriter for the purchase of the Bonds.

"Bond Resolution" means this Resolution, duly adopted by the School Board, as it may be amended from time to time.

"Bondholder", "Holder" and "Registered Owner" means the registered owner of a Bond, including any nominee of a Depository.

"Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository or to its nominee as Registered Owner, with the certificated bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the School District or the Registrar and Paying Agent, constitute the written record that identifies, and records the transfer of the beneficial "book-entry" interests in those bonds.

"Business Manager" means the Business Manager of the School District appointed pursuant to the provisions of South Dakota Codified Laws Title 13 or, in the absence of such appointment or in the event the person so appointed is unable or incapable of acting in such capacity, the person appointed by the School Board to perform the duties otherwise performed by the Business Manager, or their designee.

"Closing Date" means the date of delivery and payment of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of Treasury promulgated thereunder as in effect on the date of issuance of the Bonds.

"County Auditor" means the County Auditors of Beadle, Jerauld and Sanborn Counties, South Dakota.

"Delinquency" means the failure of the District to deposit with the Registrar and Paying Agent any amount due with respect to the Outstanding Bonds or any Parity Obligation on or before the fifteenth day preceding an Interest Paying Date for any Outstanding Bonds or Parity Obligation.

"Delinquent Amount" means (i) regarding a Delinquency with respect to a Payment Date on which principal is due, all principal, interest, and other amounts coming due with respect to the Bonds and Parity Obligations on such date and on the next occurring Payment Date, and (ii) regarding a Delinquency with respect to a Payment Date on which only interest is due, all interest and other amounts coming due with respect to the Bonds and Parity Obligations on such date.

"Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to DTC.

"District" means the Huron School District 02-2, Huron, South Dakota.

"DOE" means the South Dakota Department of Education.

"DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

"DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC system.

"Escrow Agent" means U.S. Bank National Association, St. Paul, Minnesota, as Escrow Agent under the Escrow Agreement, or its successor or successors under the terms of the Escrow Agreement.

"Escrow Agreement" means the Refunding Escrow Agreement.

"Interest Payment Dates" means such dates as are set forth in the Bond Purchase Agreement.

"Letter of Representation" means the Blanket Issuer Letter of Representations to DTC of the School District.

"Mail" means delivery through the United States Postal Office or other delivery service, e-mail or delivery through other electronic means.

"Official Statement" and "Preliminary Official Statement" means the Official Statement and Preliminary Official Statement described in Section 8.2 hereof pertaining to the sale of the Bonds.

"Original Issue Discount or OID" means an amount by which the par value of a security exceeds its public offering price at the time of its original issuance.

"Original Issue Premium or OIP" means the amount by which the public offering price of a security at the time of its original issuance exceeds its par value.

"Outstanding," "Bonds Outstanding," or "Outstanding Bonds" means, as of a particular date all bonds issued and delivered under this Resolution except: (1) any bond paid or redeemed or

otherwise canceled by the School District at or before such date; (2) any bond for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the School District for the benefit of the Owner thereof; (3) any bond for the redemption of which cash, equal to the redemption price thereof with interest to the redemption date, shall have theretofore been deposited with the Registrar and for which notice of redemption shall have been mailed in accordance with this Resolution; (4) any certificate in lieu of or in substitution for which another bond shall have been delivered pursuant to this Resolution, unless proof satisfactory to the School District is presented that any Bond, for which a certificate in lieu of or in substitution therefore shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the certificate in lieu of or in substitution for which a new Bond has been delivered and such new Bond so delivered therefore shall be deemed Outstanding; and, (5) any Bond deemed paid under the provisions of Article VII of this Resolution, except that any such Bond shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of being exchanged, transferred, or registered.

"Parity Obligations" means any bond, note, certificate or other obligation of the District issued after the date hereof which is secured by Pledged State Aid and is still "outstanding" under the resolution, indenture or other instrument pursuant to which it was issued.

"Paying Agent" means a commercial bank or regulated financial institution which is serving as the Registrar and Paying Agent under Sections 4.3(c), 4.5, and 4.6, and Article VI of this Resolution and who is also party to the State Pledge Agreement in the capacity of the "Paying Agent".

"Person" means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

"Pledged State Aid" means the state aid to education funds provided under Title 13 of South Dakota Codified Laws, SDCL §3-19-27 and SDCL 1-16A-97 and administered by the Authority in order to provide additional security for payment of the Bonds out of state aid to education appropriated by the Legislature from time to time and payable to the District.

"President" means the president of the School Board elected pursuant to the provisions of SDCL 13-8 or his or her designee acting on his or her behalf.

"Program" means the Authority's State Aid Pledge Program authorized pursuant to SDCL §13-19-27.

"Purchase Agreement" means the Bond Purchase Agreement authorized pursuant to and described in Section 8.1 hereof by and between the School District and the Underwriter.

"Rating Agency" means one or more of the following rating agencies: S&P Global Rating, Moody's Investors Service Inc. and Fitch IBCA, Inc.

"Record Date" means as of the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding an interest payment date.

"Refunded Bonds" means the following maturities aggregating Three Million Six Hundred Eighty Thousand Dollars (\$6,410,000) of the District's outstanding General Obligation Bonds, Series 2013 dated June 17, 2013:

<u>MATURITY</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>	<u>CUSIP</u>
December 15, 2024	\$ 675,000	3.75%	447711 JK9
December 15, 2025	700,000	5.00%	447711 JL7
December 15, 2026	740,000	5.00%	447711 JM5
December 15, 2027	780,000	5.00%	447711 JN3
December 15, 2028	810,000	5.00%	447711 JP8
December 15, 2033	2,705,000	5.00%	447711 KSO
	<u>\$6,410,000</u>		

"Refunded Bonds Bond Registrar and Paying Agent" means U.S. Bank National Association, St. Paul, Minnesota.

"Registrar" means U.S. Bank National Association, St. Paul, Minnesota, its successor or successors hereafter appointed in the manner provided in Article VI hereof.

"Resolution" means this Resolution, duly adopted by the School Board, as it may be amended from time to time.

"Schedule" means the schedule which indicates the principal and interest payments on the Bonds.

"School Board" means the School Board of the School District elected pursuant to the provisions of SDCL Title 13.

"School District" means the Huron School District 02-2.

"State Aid Pledge Agreement" means the agreement in which the District pledges its State Aid to secure payment of the Bonds and any Parity Obligations.

"Underwriter" means Colliers Securities LLC, Sioux Falls, South Dakota acting for and on behalf of itself and such securities dealers as it may designate.

"Verification Agent" means Grant Thornton or any other firm that the Authorized Officers of the District appoint.

"Vice-President" means the Vice-President of the School Board who may act for the President in the absence of the President.

Section 1.2. References to Resolution.

The words "hereof", "herein", "hereunder", and other words of similar import refer to this Resolution as a whole.

Section 1.3. References to Articles, Sections, Etc.

References to Articles, Sections, and other subdivisions of this Resolution are to the designated Articles, Sections, and other subdivisions of this Resolution as originally adopted.

Section 1.4. Headings.

The headings of this Resolution are for convenience only and shall not define or limit the provisions hereof.

**ARTICLE II
FINDINGS**

Section 2.1

It is hereby found and determined by the School Board as follows:

- (a) The refunding of the Refunded Bonds will result in the reduction in debt service payable by the School District over the term of the Refunded Bonds thereby effecting a cost savings to the public;
- (b) The School District hereby determines that all limitations upon the issuance of Bonds have been met and the Bonds are being authorized, issued and sold in accordance with the provisions of §§ 6-8B-30 to 6-8B-52, inclusive.
- (c) The District hereby finds and determines that it is in the best interest of the District to enter into a State Aid Pledge Agreement with the Authority pursuant to their Program.

**ARTICLE III
AUTHORITY, PLEDGE, AND LEVY**

Section 3.1 Authority.

The School District is authorized pursuant to, and in accordance with, the provisions of the Act, this Resolution, and other applicable provisions of law, to issue Taxable General Obligation Refunding Bonds, Series 2021 of the School District in the aggregate principal amount of not to exceed \$6,795,000.

Section 3.2 Pledge.

The taxing powers of the School District shall be and they are hereby irrevocably pledged to the prompt and full payment of the principal of and interest on each and all of the Bonds as such principal and interest respectively become due. Pursuant to SDCL § 13-16-10, the School District does hereby pledge and provide for an annual tax sufficient to pay principal and interest on the Bonds when due.

Section 3.3. Levy of Taxes.

The District does hereby provide for an annual levy to produce collected taxes, taking into consideration an amount necessary to provide for delinquencies, reasonable reserve and mandatory early redemption, to pay principal and interest on the Bonds when due. The Business Manager is directed to provide the County Auditors of Beadle, Jerauld and Sanborn Counties with the Schedule. The Schedule is made a part of this Resolution as if stated in full and shall be open to public inspection at the office of the Business Manager. Said levies shall be irrevocable so long as any of the Bonds or interest thereon shall remain unpaid, except that the School Board of the District and the Auditors shall have the power to reduce the levy as provided by SDCL §13-16-11.

Section 3.4. Pledge of State Aid.

The District pledges its Pledged State Aid to secure payment of the Bonds and any Parity Obligations. In the event of a delinquency as defined in the State Aid Pledge Agreement, the Pledged State Aid shall be applied to the Delinquent Amount as specified in the Delinquency Notice.

Section 3.5. Deposit of Pledged Moneys.

Pursuant to the requirements of the Program, the District shall deposit with the Registrar and Paying Agent on or before the fifteenth day of the month preceding the principal and/or interest payment coming due on the next Interest Payments Date.

ARTICLE IV

FORM, TERMS, EXECUTION, AND TRANSFER OF BONDS

Section 4.1. Authorized Bonds.

The aggregate principal amount of Bonds that may be issued under this Resolution shall not exceed Six Million Seven Hundred Ninety-Five Thousand and No/100 Dollars (\$6,795,000).

Section 4.2. Form of Bonds; Execution.

(a) The Bonds are issuable only as fully registered Bonds, without coupons, in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof (but no single Bond shall represent installments of principal maturing on more than one date). All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit A attached hereto, and by this reference incorporated herein as fully as though copied. Exhibit A, the form of the Bond, shall be on file with the Business Manager and open to public inspection.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name and on behalf of the School District with the manual or facsimile signature of the President of the School Board, attested by the manual or facsimile signature of the Business Manager, and approved as to form and countersigned by a Resident Attorney by his manual or facsimile signature.

(c) In the event any officer whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Bond, were the proper officers of the School District to sign such Bond, although on the date of the adoption by the School District of this Resolution, such individuals may not have been such officers.

Section 4.3. Maturities, Interest Rates, and Certain Other Provisions of Bonds.

(a) The Bonds shall become due and payable as set forth in the Bond Purchase Agreement.

(b) The Bonds shall be designated "Taxable General Obligation Refunding Bonds, Series 2021", or such other designation as shall be determined by the School Board pursuant to Section 8.1 hereof. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bond is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on Interest Payment Dates. Interest on each Bond shall be paid by wire transfer, check or draft of the Paying Agent, payable in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the Record Date. The principal of the Bond shall be payable in lawful money of the United States of America at the principal office of the Paying Agent on the Bond Payment Date. Each Bond shall state that it is issued pursuant to SDCL § 6-8B-30 through 6-8B-52.

(c) The Registrar and Paying Agent shall make all interest payments with respect to the Bonds on each interest payment date directly to the registered owners as shown on the bond registration records maintained by the Registrar and Paying Agent as of the close of business on the Record Date by wire transfer, check or draft mailed to such owners at their addresses shown on said bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the School District in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registrar and Paying Agent as the same shall become due and payable.

Section 4.4. Negotiability of Bonds.

All Bonds issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds.

Section 4.5. Registration, Transfer and Exchange of Bonds.

(a) The Bonds are transferable only by presentation to the Registrar and Paying Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registrar and Paying Agent shall issue a new Bond or Bonds to the

assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registrar and Paying Agent shall not be required to transfer or exchange any Bond during the period commencing on a Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the School District to call such Bond for redemption; provided, the Registrar and Paying Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the School District nor the Registrar shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. Bonds, upon surrender to the Registrar and Paying Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Bonds of the same maturity in any authorized denomination or denominations.

(b) Except as otherwise provided in this subsection, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. Unless otherwise provided herein, a Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership affected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are herein referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. **SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRAR SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRAR AND PAYING AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.**

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registrar and Paying Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. Neither the School District nor the Registrar and Paying Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending

transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the School District determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the School District may discontinue the Book-Entry System with DTC. If the School District fails to identify another qualified securities depository to replace DTC, the School District shall cause the Registrar and Paying Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

NEITHER THE SCHOOL DISTRICT NOR THE REGISTRAR AND PAYING AGENT SHALL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE OF TRANSFER OF OWNERSHIP OF ALL THE BONDS IS MAINTAINED IN ACCORDANCE HEREWITH, THE PROVISIONS OF THIS RESOLUTION RELATING TO THE DELIVERY OF PHYSICAL BOND CERTIFICATES SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM. IF THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL BE IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION AS SAID PROVISIONS RELATE TO DTC, THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL CONTROL.

Section 4.6. Mutilated, Lost, Stolen, or Destroyed Bonds.

(a) In the event any Bond is mutilated, lost, stolen, or destroyed, the School District may execute, and upon the request of an Authorized Officer of the School District the Registrar and Paying Agent shall authenticate and deliver, a new Bond of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Bond is a replacement Bond) as the mutilated, destroyed, lost, or stolen Bond, in exchange for the mutilated Bond or in substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the Bondholder shall furnish to the School District and the Registrar and Paying Agent: (1) such security or indemnity as may be required by them to save each of them harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Bond and the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, the School District and the Registrar and Paying Agent may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the School District and the Registrar and Paying Agent. In the event any Bond which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, the School District may, instead of issuing a Bond in exchange or substitution therefore, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the Owner thereof shall pay all costs and expenses, including attorney's fees, incurred by the School District and the Registrar and Paying Agent in connection herewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the School District and the Registrar and Paying Agent such security or indemnity as they may require to save them harmless and evidence to the satisfaction of the School District and the Registrar and Paying Agent the mutilation, destruction, loss, or theft of such Bond and of the ownership thereof.

(b) Every Bond issued pursuant to the provisions of this Section shall constitute an additional contractual obligation of the School District (whether or not the destroyed, lost, or stolen Bond shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Bonds duly issued under this Resolution.

(c) All Bonds shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 4.7. Authentication.

The Registrar and Paying Agent is hereby authorized to authenticate and deliver the Bonds to the Underwriter or as it may designate upon receipt by the School District of the proceeds of the sale thereof, to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless

authenticated by the Registrar by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

Section 4.8. Qualification for DTC.

The Registrar and Paying Agent is hereby authorized to take such actions as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by the DTC (or any of its designees identified to the Registrar and Paying Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the Owners of the Bonds, provided, however, that the Registrar and Paying Agent shall not be liable with respect to any such arrangements it may make pursuant to this section. The Business Manager is hereby authorized to execute the Blanket Letter of Representation.

Section 4.9. Underwriter.

The President and Business Manager have authorized to retain Colliers Securities LLC, Sioux Falls, South Dakota for the Bonds upon such terms as they approve.

Section 4.10. Rating Agency.

The School District is authorized to enter into an agreement with a Rating Agency as may be required under the Purchase Agreement. Any terms or conditions of the Rating Agency shall be attached to this Resolution and incorporated herein as if stated in full.

Section 4.11. Bond Counsel.

The President and Business Manager are authorized to retain Meierhenry Sargent LLP as Bond Counsel upon such terms as they approve.

Section 4.12. Dissemination Agent.

The District authorizes the Authorized Officer of the District to retain a dissemination agent with regard to the written undertaking authorized in Section 10.8 hereof.

Section 4.13. The State Aid Pledge Agreement.

The District does hereby authorize the participation in the Program and to authorize the Authorized Officer of the District to execute the State Aid Pledge Agreement in substantially the form attached to this Resolution. The terms and conditions of the State Aid Pledge Agreement are incorporated herein as if stated in full.

ARTICLE V
REDEMPTION OF BONDS PRIOR TO MATURITY

Section 5.1. Redemption.

Redemption provisions shall be set forth in the Bond Purchase Agreement.

Section 5.2. Notice of Redemption.

(a) Notice of call for redemption, whether optional or mandatory, shall be given by the Registrar and Paying Agent on behalf of the School District not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the bond registration records of the Registrar and Paying Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registrar and Paying Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the District nor the Registrar and Paying Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registrar and Paying Agent shall mail said notices, in the case of mandatory redemption of term Bonds, as and when provided herein and in the Bonds, and, in the case of optional redemption, as and when directed by the District pursuant to written instructions from an Authorized Representative of the District given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registrar and Paying Agent).

(b) Each notice required by this Section shall state: (1) the Bonds to be redeemed identified by CUSIP number and called amounts of each bond (for partial calls), date of issue, interest rate, and maturity date; (2) the date fixed for redemption; (3) that such Bonds will be redeemed at the principal corporate trust office of the Registrar and Paying Agent; (4) the redemption price to be paid; and, (5) that from and after the redemption date interest thereon shall cease to accrue. If at the time of notice of optional redemption, the District shall not have deposited with the Registrar and Paying Agent monies sufficient to redeem all the Bonds called for optional redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Registrar and Paying Agent not later than the opening of business on the redemption date, and such notice shall be of no effect unless monies are so deposited.

Section 5.3. Payment of Redeemed Bonds.

(a) If notice of redemption shall have been given in the manner and under the conditions provided in Section 5.2 hereof and if on the date so designated for redemption the Registrar shall hold sufficient monies to pay the redemption price of, and interest to the redemption date on, the Bonds to be redeemed as provided in this Bond Resolution, then: (1) the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date; (2) interest on the Bonds so called for redemption shall cease to accrue; and,

(3) such Bonds shall no longer be Outstanding or secured by, or be entitled to, the benefits of this Resolution, except to receive payment of the redemption price thereof and interest thereon from monies then held by the Registrar.

(b) If on the redemption date, monies for the redemption of all Bonds or portions thereof to be redeemed, together with interest thereon to the redemption date, shall not be held by the Registrar so as to be available therefor on such date, the Bonds or portions thereof so called for redemption shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and shall continue to be secured by and be entitled to the benefits of this Resolution.

ARTICLE VI

REGISTRAR AND PAYING AGENT, ESCROW AGENT AND VERIFICATION AGENT

Section 6.1. Appointment and Acceptance of Duties.

The School District hereby authorizes the Business Manager to appoint the Registrar and Paying Agent with respect to the Bonds and authorizes and directs the Registrar and Paying Agent to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance, upon transfer, or as otherwise directed by the School District, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the School District at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the School District at least annually an audit confirmation of Bonds paid, Bonds Outstanding and payments made with respect to interest on the Bonds. The President and the Business Manager, or either of them is hereby authorized to execute and the Business Manager is hereby authorized to attest such written agreement between the School District and the Registrar and Paying Agent as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registrar and Paying Agent. The payment of all reasonable fees and expenses of the Registrar and Paying Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

Section 6.2. Permitted Acts and Functions.

The Registrar and Paying Agent may become the Owner of any Bonds, with the same rights as it would have if it were not a Registrar and Paying Agent. The Registrar and Paying Agent may act as an underwriter or fiscal agent in connection with the sale of the Bonds or of any other securities offered or issued by the School District.

Section 6.3. Resignation or Removal of the Registrar and Appointment of Successors.

(a) The Registrar and Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) calendar days' written notice to the Business Manager. The Registrar and Paying Agent may be removed at any time by the Business Manager, provided that such removal does not constitute a breach of any contractual

agreement with any such Registrar and Paying Agent, by filing written notice of such removal with such Registrar and Paying Agent. Any successor Registrar and Paying Agent shall be appointed by the Business Manager and shall be a trust company or a bank having the powers of a trust company, having a combined capital, surplus, and undivided profits aggregating at least Seventy-Five Million Dollars (\$75,000,000), willing to accept the office of Registrar and Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution.

(b) In the event of the resignation or removal of the Registrar and Paying Agent, such Registrar and Paying Agent shall pay over, assign and deliver any monies and securities held by it as Registrar and Paying Agent, and all books and records and other properties held by it as Registrar and Paying Agent, to its successor, or if there be no successor then appointed, to the Business Manager until such successor be appointed.

Section 6.4. Merger or Consolidation of Registrar.

Any corporation or association into which the Registrar and Paying Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Registrar and Paying Agent hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding. Upon any such conversion, merger, consolidation, sale or transfer, the Business Manager shall have the right and option, upon notice to such converted, merged, consolidated or acquiring entity, to remove such entity and appoint a successor thereto pursuant to the procedures and requirements set forth in Section 6.3 hereof.

Section 6.5. Escrow Agent.

The School District hereby authorizes the President and Business Manager to appoint the Escrow Agent.

Section 6.6. Escrow Refunding Agreement.

The President and Business Manager are authorized to enter into an Escrow Agreement. The final form of the Escrow Agreement shall be filed with the Business Manager and open to public inspection.

Section 6.7. Verification Agent.

The School District hereby authorizes the President and Business Manager to appoint the Verification Agent.

ARTICLE VII
DEFEASANCE OF BONDS

Section 7.1. Defeasance of Bonds.

If the School District shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registrar and Paying Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registrar) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registrar, for cancellation by it;

and if the School District shall also pay or cause to be paid all other sums payable hereunder by the School District with respect to such Bonds, or make adequate provision therefore, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registrar and Paying Agent for the payment of principal of and interest and redemption premiums, if any, on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the School District to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the School District shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registrar and Paying Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on the Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registrar and Paying Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the School District as received by the Registrar and Paying Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and premium, if any, and interest to

become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the School District, as received by the Registrar and Paying Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under South Dakota Law for the purposes described in this Section, which Bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

ARTICLE VIII

SALE OF BONDS, DEPOSIT OF PROCEEDS

Section 8.1. Sale of Bonds.

The Bonds shall be sold to the Underwriter at a price to be set forth in the Bond Purchase Agreement. The President and the Business Manager, or either of them, in consultation with the Underwriter, are authorized to make such changes in the structuring of the terms and sale of the Bonds as they shall deem necessary to maximize the savings from the refunding of the Refunded Bonds. In this regard, they, or either of them, in consultation with the Underwriter, are authorized to cause to be sold an aggregate principal amount of the Bonds less than that authorized herein, cause fewer than all the Refunded Bonds to be refunded, to sell any or all of the Bonds as term Bonds with annual mandatory redemption requirements which will produce substantially the same annual principal reductions as authorized herein, to change the dated date of the Bonds, and to adjust principal and interest payment dates and redemption dates of the Bonds. The form of the Bond set forth in Exhibit A attached hereto shall be conformed to reflect any changes, if any, as hereinbefore mentioned. The President and the Business Manager, or either of them, are hereby authorized to execute and the Business Manager is authorized to attest the Purchase Agreement with the Underwriter providing for the purchase and sale of the Bonds. The Purchase Agreement shall be in form and content acceptable to the President and Business Manager, the execution thereof by either of them to constitute conclusive evidence thereof, and approved as to form and legality by the District's attorney; provided the Purchase Agreement effects the sale of the Bonds in accordance with the provisions of this Resolution, and is not inconsistent with the terms hereof. The President and the Business Manager, are authorized to cause the Bonds to be authenticated and delivered by the Registrar to the Underwriter and to execute, publish, and deliver all certificates and documents, including the Official Statement, and closing certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Bonds.

Section 8.2. Official Statement.

The President, Business Manager, and the Underwriter are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds (the "Preliminary Official Statement"). After the Bonds have been sold, the President and Business Manager shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission.

To comply with paragraph (b)(3) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board, the School District agrees to deliver to the Underwriter, the Official Statement (which shall be a final official statement, as such term is defined in the Rule, as of its date) in an electronic format as prescribed by the MSRB.

Section 8.3. Disposition of Bond Proceeds.

The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) An amount which, together with other legally available funds of the School District, if any, and investment earnings thereon and on said Bond proceeds, will be sufficient to (1) pay interest on the Bonds through August 1, 2023 and (2) redeem on December 15, 2023, the Refunded Bonds at par, shall be transferred to the Escrow Agent under the Escrow Agreement to be deposited to the escrow fund established thereunder to be held and applied as provided therein; and

(b) The remaining proceeds of the sale of the Bonds shall be used to pay the costs of issuance and sale of the Bonds including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registrar and Paying Agent fees, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Any funds remaining after payment of said expenses shall be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

ARTICLE IX

NOTICE OF REFUNDING

Section 9.1. Notice of Refunding.

Prior to the issuance of the Bonds, notice of the School District's intention to refund the Refunded Bonds shall be posted on <http://emma.msrb.org> and be given, at the direction of the Business Manager, by the respective paying agents for the Refunded Bonds. Such notice shall be in substantially the form as provided in Exhibit B attached hereto and by this reference made a part hereof.

ARTICLE X

MISCELLANEOUS

Section 10.1. Failure to Present Bonds.

(a) Subject to the provisions of Section 4.7 hereof, in the event any Bond shall not be presented for payment when the principal or redemption price hereof becomes due, either at maturity or at the date fixed for prior redemption thereof or otherwise, and in the event monies sufficient to pay such Bond shall be held by the Registrar for the benefit of the Owner thereof, all liability of the School District to such Owner for the payment of such Bond shall forthwith cease and be completely discharged. Whereupon, the Registrar and Paying Agent shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Bond.

(b) If any Bond shall not be presented for payment within a period of five years following the date when such Bond becomes due, whether by maturity or otherwise, the Registrar and Paying Agent shall, subject to the provisions of any applicable escheat or other similar law, pay to the School District any monies then held by the Registrar and Paying Agent for the payment of such Bond and such Bond shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the School District.

Section 10.2. Payments Due on Saturdays, Sundays, and Holidays.

In any case where the date of maturity or interest on or principal of any Bond, or the date fixed for redemption of any Bond, shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Registrar and Paying Agent is authorized by law to close, then the payment of the interest on, or the principal, or the redemption price of, such Bond need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions similar to the Registrar and Paying Agent is authorized by law to close, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 10.3. Miscellaneous Acts.

The appropriate officers of the School District are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution, or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery by the School District of the Bonds.

Section 10.4. Amendment.

The School Board is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Bondholders.

Section 10.5. No Recourse Under Bond Resolution or on Bonds.

All stipulations, promises, agreements, and obligations of the School District contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the School District and not of any officer, director, or employee of the School District in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Resolution against any officer, director, or employee of the School District or against any official or individual executing the Bonds.

Section 10.6. Partial Invalidity.

If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 10.7. Conflicting Resolutions Repealed.

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 10.8. Continuing Disclosure.

The School District hereby covenants and agrees that it will annually provide certain financial and operating information which is customarily prepared and publicly available and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The President is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the School District to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the School District to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance. The President is authorized to execute any amendments as he or she deems necessary to comply with any rules or regulations adopted by the SEC.

Section 10.9. Conflicting Resolutions Repealed.

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 10.10. Effective Date.

This Resolution shall take effect from and after its adoption, the welfare of the School District requiring it.

Said motion was seconded by Member _____ and upon vote being taken the following voted AYE:

and the following voted NAY:

ATTEST:

President

Business Manager

EXHIBIT A-(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH DAKOTA
HURON SCHOOL DISTRICT 02-2
BEADLE, JERAULD AND SANBORN COUNTIES, SOUTH DAKOTA
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021

REGISTERED
No.

REGISTERED

Interest Rate
%

Maturity Date

Bond Date

CUSIP

Registered Owner

Principal Amount: **AND NO:100 DOLLARS**

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE BOND SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law. This Bond is issued in full compliance with SDCL §§8-8B-30 to 8-8B-52, inclusive, and is incontestable for any cause after its delivery.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under this Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the School District has caused this Bond to be signed by the manual or facsimile signature of its President of the School Board of the School District and to be countersigned by the manual or facsimile signature of its Business Manager all as of the Bond Date specified above.

ATTEST:

HURON SCHOOL DISTRICT 02-2
SOUTH DAKOTA

Business Manager

By:

COUNTERSIGNED:

President of the School Board

Resident Attorney

CERTIFICATE OF AUTHENTICATION

This Bond is a Bond of the series designated therein and has been issued under the provisions of the within-mentioned Resolution and the date of its authentication is _____, 2021.

U.S. Bank National Association
Bond Registrar and Paying Agent

By: _____
Authorized Representative

KNOW ALL MEN BY THESE PRESENTS: That the Huron School District 02-2, Huron, South Dakota (the "School District"), in Beadle, Jerauld and Sanborn Counties, hereby acknowledges itself to owe and for value received promises to pay the Principal Amount, to the Registered Owner mentioned above in lawful money of the United States of America, together with interest thereon from the Bond Date mentioned above at the Interest Rate mentioned above. The interest hereon is payable _____, and semiannually thereafter on _____ and _____ in each year to maturity or earlier redemption by wire transfer, check or draft mailed to the Registered Owner at its address as it appears on the Bond registration books of the School District maintained by U.S. Bank National Association, St. Paul, Minnesota as Bond registrar and paying agent (the "Registrar"), on the close of business on the _____ day (whether or not a business day) of the calendar month next preceding each interest payment date (the "Record Date"). The principal hereof due at maturity or upon redemption prior to maturity is payable at the office of Registrar upon presentation and surrender of this Bond at maturity or upon earlier redemption. The principal of, premium (if any) and interest on this Bond is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Bond is one of an authorized issue of Bonds limited in aggregate principal amount to a maximum of \$ _____ (the "Bonds") all of like date and tenor except as to maturity, interest rates and privileges of redemption, the proceeds of which issue will be applied to refund the General Obligation Bonds, Series 2013, pursuant to a resolution duly and regularly adopted by the School District (the "Bond Resolution"), and are subject to all the provisions and limitations of this Resolution and Chapters 13-16 and 6-8B, South Dakota Codified Laws, as amended. The District has levied an irrevocable general obligation levy for the payment of the Bonds. In addition, to further secure payment of the Bonds, the School District has pledged all of its right, title, and interest in and to State Aid to Education under Title 13 of the South Dakota Codified Laws ("Pledged State Aid") and has entered into a State Pledge Aid Agreement with the South Dakota Health and Educational Facilities Authority, U.S. Bank National Association, and the South Dakota Department of Education pursuant to which State Aid to Education may be applied to pay principal and interest on the Bonds and any other Bonds issued by the School District secured on a parity with the Bonds.

REDEMPTION PROVISIONS

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Bond Registrar in St. Paul, Minnesota, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

The School District and the Bond Registrar may deem and treat the registered holder hereof as the absolute owner hereof and neither the School District nor the Bond Registrar shall be affected by any notice to the contrary.

BOND OPINION

\$ _____

Huron School District 02-2
Beadle, Jerauld and Sanborn Counties, South Dakota
Taxable General Obligation Refunding Bonds, Series 2021

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Huron School District 02-2 (the "Issuer") of \$ _____ Taxable General Obligation Refunding Bonds, Series 2021, dated _____ (the "Bonds"). We have examined such certified proceedings and other papers as we deem necessary to render this opinion.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds and we express no opinion relating thereto.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify such facts by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Bonds are valid and binding general obligations of the Issuer.
2. All taxable property in the territory of the Issuer is subject to ad valorem taxation without limitation as to rate or amount to pay the Bonds. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent the necessary funds are not provided from other sources.
3. The Bonds have been duly authorized pursuant to the resolution adopted by Issuer on _____, 2020, executed and delivered by the Issuer in full compliance with SDCL §§ 6-8B-30 to 6-8B-52 and are valid and binding general obligations of the Issuer.
4. The Bonds are additionally secured by the School District's pledge of all of its right, title, and interest in and to State Aid to Education under Title 13 of the South Dakota Codified Laws and the School District has entered into a State Aid Pledge Agreement (the "State Aid Pledge Agreement") with the South Dakota Health and Educational Facilities Authority, U.S. Bank National Association, and the South Dakota Department of Education in furtherance of such pledge.
5. The District has irrevocably authorized pursuant to a State Aid Pledge Agreement and directed the South Dakota Health and Educational Facilities Authority (the "Authority") to intercept from time to time, as necessary, State of South Dakota appropriated funds to which the District is entitled, and to transfer to the paying agent, from such intercepted funds, the amount necessary to pay principal of and interest then due on the Bonds.
6. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986 as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.
7. Under existing law, the interest on the Bonds is includible in "taxable income" for the State of South Dakota income tax purposes when the recipient is a "financial institution" as defined by Chapter 10-43, South Dakota Codified Laws, according to present state laws, regulations and decisions. We express no further opinions regarding other South Dakota tax consequences arising with regard to the Bonds.

It is to be understood that the rights of the holders of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity and subject to regulatory requirements under the laws of the United States and of the State of South Dakota.

Meierhenry Sargent, LLP

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.
Dated:

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Exhibit B

**NOTICE OF ADVANCE REFUNDING OF
GENERAL OBLIGATION BONDS, SERIES 2013
HURON SCHOOL DISTRICT 02-2 OF THE
STATE OF SOUTH DAKOTA**

NOTICE IS HEREBY GIVEN that the Huron School District 02-2 has irrevocably deposited with U.S. Bank National Association, St. Paul, Minnesota, as Escrow Agent (the "Escrow Agent"), in trust, and irrevocably set aside for such payment, direct obligations of the United States of America and other properties, maturing as to principal and interest and in such amounts and at such times as will ensure the availability of sufficient moneys to pay the principal and interest thereon to the redemption date of the Huron School District 02-2 General Obligation Bonds, Series 2013 (the "2013 Bonds").

The 2013 Bonds consist of the following:

<u>MATURITY</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>	<u>CUSIP</u>
December 15, 2024	\$ 675,000	3.75%	447711 JK9
December 15, 2025	700,000	5.00%	447711 JL7
December 15, 2026	740,000	5.00%	447711 JM5
December 15, 2027	780,000	5.00%	447711 JN3
December 15, 2028	810,000	5.00%	447711 JP8
December 15, 2033	2,705,000	5.00%	447711 KSO
	<hr/> \$6,410,000		

The 2013 Bonds have been refunded and defeased and will be redeemed on _____, at a price equal to the principal amount of the 2013 Bonds to be redeemed plus accrued interest.

A notice of redemption will be mailed to the registered owners of the 2013 Bonds at least thirty days prior to the scheduled redemption date of _____.

U.S. Bank National Association
As Escrow Agent

_____, 2020

Customer Service Telephone Number (651) 466-6311.

This notice is given for your information only; you are not required to take any action at this time.

**NOTICE OF REDEMPTION OF
GENERAL OBLIGATION BONDS, SERIES 2013
HURON SCHOOL DISTRICT 02-2 OF THE
STATE OF SOUTH DAKOTA**

NOTICE IS HEREBY GIVEN that there have been called for full redemption on _____ (the "Redemption Date") all outstanding General Obligation Bonds, Series 2013 ("Refunded Bonds"), totaling \$ _____ in principal amount, as listed below:

<u>MATURITY</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>	<u>CUSIP</u>
December 15, 2024	\$ 675,000	3.75%	447711 JK9
December 15, 2025	700,000	5.00%	447711 JL7
December 15, 2026	740,000	5.00%	447711 JM5
December 15, 2027	780,000	5.00%	447711 JN3
December 15, 2028	810,000	5.00%	447711 JP8
December 15, 2033	2,705,000	5.00%	447711 KSO
	\$6,410,000		

The Refunded Bonds are being called pursuant to a Resolution dated _____ of the Huron School District 02-2, at the above principal amount of each such Bond, together with interest accrued to the Redemption Date. From and after Redemption Date, interest on the Refunded Bonds hereby called shall cease, provided funds have been deposited with us to effect the redemption.

The redemption to be effected is conditioned on receipt by the Paying Agent on or before the Redemption Date of moneys sufficient to pay the redemption price of and interest on the Refunded Bonds to be redeemed. If moneys sufficient to pay the redemption price of and interest on such Refunded Bonds are not received by the Paying Agent on or before the Redemption Date, the redemption shall not be made and the Paying Agent will, within a reasonable time thereafter give a rescission notice, in the manner in which the notice of redemption was given.

Payment of the Refunded Bonds called for redemption will be made upon presentation and surrender of such Refunded Bonds at U.S. Bank National Association, St. Paul, Minnesota. The called Refunded Bonds should be presented as follows:

U.S. Bank National Association,
60 Livingston Avenue
St. Paul, MN 57104
Attention: Corporate Trust

When inquiring about this redemption, please have the Bond Number available. Please inform the customer service representative of the CUSIP number(s) of the affected Refunded Bonds(s). Customer Service may be reached at (651) 466-6311.

U.S. Bank National Association,
St. Paul, Minnesota
As Registrar and Paying Agent

Dated:

In compliance with United States Federal Tax Laws, redeeming institutions are required to withhold taxes at the applicable rate from the payment if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled through the submitting of IRS Form W-9, which may be obtained at a bank or other financial institution.

The Issuer and Paying Agent shall not be responsible for the selection of or use of CUSIP numbers, nor is any representation made as to their correctness indicated in this Notice of Redemption. They are included solely for the convenience of the holders.

Huron School District 02-2
Beadle, Jerauld and Sanborn Counties, South Dakota
Limited Tax Capital Outlay Refunding Certificates, Series 2020

**EXTRACT OF MINUTES OF MEETING OF THE
SCHOOL BOARD OF HURON SCHOOL DISTRICT 02-2
BEADLE, JERAULD AND SANBORN COUNTIES, SOUTH DAKOTA**

Pursuant to due call and notice thereof, a meeting of the School Board of Huron School District 02-2, Beadle, Jerauld and Sanborn Counties, State of South Dakota, was held on _____, 2020, at _____ o'clock ____ m.

The following members were present:

and the following were absent:

Thereupon the President declared that a quorum was present and the meeting opened for transaction of business.

Member, _____, introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, PLACEMENT AND PAYMENT OF LIMITED TAX CAPITAL OUTLAY REFUNDING CERTIFICATES, SERIES 2020 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION THREE HUNDRED EIGHTY THOUSAND DOLLARS AND NO/100 DOLLARS (\$2,380,000.00) OF THE HURON SCHOOL DISTRICT 02-2 OF BEADLE, JERAULD AND SANBORN COUNTIES, SOUTH DAKOTA.

WHEREAS, the Huron School District 02-2 (the "District") is authorized by the provisions of SDCL §§ 6-8B-30 through 6-8B-52 to issue limited tax capital outlay refunding certificates to refund and refinance validly issued outstanding capital outlay certificates of the District; and

WHEREAS, the School Board has determined that it is necessary and in the best interest of the District to issue limited tax capital outlay refunding certificates to reduce debt service costs to the District and its taxpayers;

WHEREAS, the School Board has determined that it is necessary and in the best interest of the District to construct, furnish and equip a CTE Addition; and

WHEREAS, the School Board has determined that is necessary and in the best interest of the District to issue Limited Tax Capital Outlay Refunding Certificates, Series 2020 of the District for the purpose of providing funds to pay issuance costs and to refund the June 1, 2021 through December 1, 2032 maturities aggregating \$1,345,000 of the District's outstanding Limited Tax General Obligation Certificates, Series 2013, dated July 10, 2013 (the "Series 2013 Certificates") to be redeemed on or after December 1, 2020.

NOW THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF THE HURON SCHOOL DISTRICT 02-2 OF BEADLE, JERAULD AND SANBORN COUNTIES, SOUTH DAKOTA AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1. Definition of Terms.

In addition to the words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

“Act” means collectively SDCL Chapter 6-8B and Title 13, as amended.

“Authorized Officer of the District” means the President of the School Board and the Business Manager, or, in the case of any act to be performed or duty to be discharged, any other member, officer, or employee of the District then authorized to perform such act or discharge such duty.

“Bond Counsel” means Meierhenry Sargent LLP, a firm of attorneys recognized as having experience in matters relating to the issuance of state or local governmental obligations.

“Business Manager” means the Business Manager of the District appointed pursuant to the provisions of South Dakota Codified Laws Title 13 or, in the absence of such appointment or in the event the person so appointed is unable or incapable of acting in such capacity, the person appointed by the School Board to perform the duties otherwise performed by the Business Manager, or his or her designee.

“Capital Outlay Fund” means the District’s capital outlay fund provided by SDCL §13-16-6.

“Certificates” means not to exceed \$2,380,000 in aggregate principal amount of Limited Tax Capital Outlay Refunding Certificates, Series 2020, dated the Closing Date, or such other designation or date as shall be determined by the School Board pursuant to Section 9.1 hereof, authorized and issued under this Resolution.

“Certificate Payment Date” means each date on which interest, or both principal and interest, shall be payable on the Certificates so long as any of the Certificates shall be outstanding.

“Certificate Resolution” means this Resolution, duly adopted by the School Board, as it may be amended from time to time.

“Certificatcholder”, “Holder” and “Registered Owner” means the registered owner of a Certificate, including any nominee of a Depository.

“Closing Date” means the date the Certificates are exchanged for value.

Huron School District 02-2
Beadle, Jerauld and Sanborn Counties, South Dakota
Limited Tax Capital Outlay Refunding Certificates, Series 2020

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of Treasury promulgated thereunder as in effect on the date of issuance of the Certificates.

“Commitment Letter” means the agreement between the District and the Lender for the issuance of the Certificates.

“Delinquency” means the failure of the District to deposit with the Registrar and Paying Agent any amount due with respect to the Outstanding Certificates or any Parity Obligation on or before the fifteenth day preceding an Certificate Payment Date for any Outstanding Certificates or Parity Certificates.

“Delinquent Amount” means (i) regarding a Delinquency with respect to a Certificate Payment Date, all principal, interest, and other amounts coming due on the Certificates or Parity Obligations on such date and on the next occurring Certificate Payment Date, and (ii) regarding a Delinquency with respect to a Certificate Payment Date, all principal, interest, and other amounts coming due on the Certificates or Parity Obligations on such date.

“District” means Huron School District 02-2.

“Interest Payment Dates” means each date on which interest shall be payable on the Certificates so long as any of the Certificates shall be outstanding.

“Lender” means Capital One Public Funding, LLC, 1307 Walt Whitman Road, 3rd Floor, Melville, NY 11747.

“Mail” means delivery through the United States Postal Office or other delivery service, e-mail or delivery through other electronic means.

“Outstanding,” “Certificates Outstanding,” or “Outstanding Certificates” means, as of a particular date, all certificates or lease-purchase obligations payable from the Capital Outlay Fund, collectively referred to as “certificates” for purposes of this definition, issued and delivered except: (1) any certificates paid or redeemed or otherwise canceled by the District at or before such date; (2) any certificate for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the District for the benefit of the Owner thereof; (3) any certificate for the redemption of which cash, equal to the redemption price thereof with interest to the redemption date, shall have theretofore been deposited with the Registrar and Paying Agent and for which notice of redemption shall have been mailed in accordance with this Resolution; (4) any certificate in lieu of or in substitution for which another certificate shall have been delivered pursuant to this Resolution, unless proof satisfactory to the District is presented that any certificate, for which a certificate in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the certificate in lieu of or in substitution for which a new certificate has been delivered and such new certificate so delivered therefor shall be deemed Outstanding; and (5) any certificate deemed paid under the provisions of Article VII of this Resolution, except that any such certificate shall be

Huron School District 02-2
 Beadle, Jerauld and Sanborn Counties, South Dakota
 Limited Tax Capital Outlay Refunding Certificates, Series 2020

considered Outstanding until the maturity or redemption date thereof only for the purposes of being exchanged, transferred, or registered.

“Paying Agent” means a commercial bank or regulated financial institution which is serving as the Registrar and Paying Agent under Sections 4.3(c), 4.5, and 4.6, and Article VI of this Resolution.

“Person” means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

“Placement Agent” means Colliers Securities LLC, Sioux Falls, South Dakota.

“President” means the president of the School Board elected pursuant to the provisions of SDCL 13-8 or his or her designee acting on his or her behalf.

“Project” means the CTE Addition, including the furnishing and equipping of the same.

“Record Date” means the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding an Interest Payment Date.

“Refunded Certificates” means the following Limited Tax General Obligation Certificates, Series 2013 dated July 10, 2013:

<u>Maturity</u>	<u>Principal Outstanding</u>	<u>Interest Rate</u>
June 1, 2021	\$ 45,000	3.45%
June 1, 2022	90,000	3.45%
June 1, 2023	100,000	3.45%
June 1, 2024	100,000	3.45%
June 1, 2025	105,000	3.45%
June 1, 2026	110,000	3.45%
June 1, 2027	110,000	3.45%
June 1, 2028	115,000	3.45%
June 1, 2029	120,000	3.45%
June 1, 2030	120,000	3.45%
June 1, 2031	130,000	3.45%
June 1, 2032	200,000	3.45%
	\$1,345,000	

“Registrar” means the Business Manager, or his successor or successors hereafter appointed in the manner provided in Article VI hereof.

“Resolution” means this Resolution, duly adopted by the School Board, as it may be amended from time to time.

“Schedule” means the schedule which indicates the principal and interest payments on the Certificates.

“School Board” means the School Board of the District elected pursuant to the provisions of SDCL Title 13.

“Vice-President” means the Vice-President of the School Board who may act for the President in the absence of the President.

Section 1.2. References to Resolution.

The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Resolution as a whole.

Section 1.3. References to Articles, Sections, Etc.

References to Articles, Sections, and other subdivisions of this Resolution are to the designated Articles, Sections, and other subdivisions of this Resolution as originally adopted.

Section 1.4. Headings.

The headings of this Resolution are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II

FINDINGS

Section 2.1.

It is hereby found and determined by the School Board as follows:

- (a) The refunding of the Refunded Certificates as set forth herein through the issuance of the Certificates will result in the reduction in debt service payable by the District over the term of the Refunded Certificates thereby effecting a cost savings to the public;
- (b) The issuance of the Certificates and the construction of the Project is necessary and in the best interests of the District.
- (c) The District has developed and maintained a five-year plan on the annual projected revenues and annual projected expenditures for the capital outlay fund; and
- (d) The District hereby determines that all limitations upon the issuance of Certificates have been met and the Certificates are being authorized and issued in accordance with the provisions of SDCL Chapter 13-16, and Sections 6-8B-30 to 6-8B-52, inclusive.

ARTICLE III

AUTHORITY, PLEDGE, AND LEVY

Section 3.1. Authority.

The District is authorized pursuant to, and in accordance with, the provisions of the Act, this Resolution, and other applicable provisions of law, to issue Limited Tax Capital Outlay Refunding Certificates, Series 2020 of the District in the aggregate principal amount of not to exceed \$2,380,000 upon such terms as are set forth in the Commitment Letter.

Section 3.2. Pledge.

The taxing powers, not to exceed three dollars per thousand of taxable valuation, of said District shall be and they are hereby irrevocably pledged to the prompt and full payment of the principal of and interest on each and all of the Certificates as such principal and interest respectively become due. Pursuant to SDCL § 13-16-10, the District does hereby pledge and provide for an annual tax sufficient to pay principal and interest on the Certificates when due.

Section 3.3. Levy of Taxes.

The District does hereby provide for an annual levy, not to exceed three dollars per thousand of the taxable valuation of the District, to produce collected taxes, taking into consideration an amount necessary to provide for Delinquencies, reasonable reserve and mandatory early redemption, to pay principal and interest on the Certificates when due. The Business Manager is directed to provide the County Auditors of Beadle, Jerauld and Sanborn Counties with the Schedule. The Schedule is made a part of this Resolution as if stated in full and shall be open to public inspection at the office of the Business Manager. Said levies shall be irrevocable so long as any of the Certificates or interest thereon shall remain unpaid, except that the School Board of the District and the Auditors shall have the power to reduce the levy as provided by SDCL §13-16-11.

ARTICLE IV

FORM, TERMS, EXECUTION, AND TRANSFER OF CERTIFICATES

Section 4.1. Authorized Certificates;

The aggregate principal amount of Certificates that may be issued under this Resolution shall not exceed Two Million Three Hundred Eighty Thousand Dollars (\$2,380,000).

Section 4.2. Form of Certificates; Execution.

(a) The Certificates are issuable only as fully registered Certificates, without coupons, in denominations of Two Hundred Fifty Thousand Dollars (\$250,000) and increments of Five Thousand Dollars (\$5,000) in excess thereof. All Certificates issued under this Resolution shall be substantially in the form set forth in Exhibit A attached hereto, and by this reference incorporated herein as fully as though copied.

(b) The Certificates shall be executed in such manner as may be prescribed by applicable law in the name and on behalf of the District with the manual or facsimile signature of the President of the School Board, attested by the manual or facsimile signature of the Business Manager, and approved as to form and countersigned by a Resident Attorney by his manual or facsimile signature.

(c) In the event any officer whose manual or facsimile signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Certificate may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Certificate, were the proper officers of the District to sign such Certificate, although on the date of the adoption by the District of this Resolution, such individuals may not have been such officers.

Section 4.3. Maturities, Interest Rates, and Certain Other Provisions of Certificates.

(a) The Certificates shall become due and payable as set forth in the Commitment Letter.

(b) The Certificates shall be designated "Limited Tax Capital Outlay Refunding Certificates, Series 2020", or such other designation as shall be determined by the School Board pursuant to Section 9.1 hereof. The Certificates shall bear interest from their date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on Interest Payment Dates. Interest on each Certificate shall be paid by wire transfer, check or draft of the Paying Agent, payable in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the Record Date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office of the Paying Agent on the Certificate Payment Date. Notwithstanding the foregoing, presentment of the Certificates shall be not be

required for regularly scheduled payments of principal or interest, other than the final payment of principal at maturity. Notwithstanding anything herein to the contrary, all payments of principal and interest to the Lender shall be made by wire transfer or other form of electronic payment in accordance with written instructions provided by Lender or, with Lender's consent, by such other commercially reasonable method of payment. Each Certificate shall state that it is issued pursuant to SDCL 6-8B.

(c) The Registrar and Paying Agent shall make all interest payments with respect to the Certificates on each interest payment date directly to the registered owners as shown on the bond registration records maintained by the Registrar and Paying Agent as of the close of business on the Record Date by wire transfer or other form of electronic payment in accordance with written instructions provided by Lender or, with Lender's consent, by such other commercially reasonable method of payment, check or draft mailed to such owners at their addresses shown on said bond registration records, without, except for final payment, the presentation or surrender of such registered Certificates, and all such payments shall discharge the obligations of the District in respect of such Certificates to the extent of the payments so made. Payment of principal of and premium, if any, on the Certificates at final maturity shall be made upon presentation and surrender of such Certificates to the Registrar and Paying Agent as the same shall become due and payable.

Section 4.4. Negotiability of Certificates.

All Certificates issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Certificates. The Certificates may only be transferred to (a) affiliates of the Lender or (b) one or more banks, insurance companies or other financial institutions.

Section 4.5. Mutilated, Lost, Stolen, or Destroyed Certificates.

(a) In the event any Certificate is mutilated, lost, stolen, or destroyed, the District may execute, and upon the request of an Authorized Officer of the District the Registrar and Paying Agent shall authenticate and deliver, a new Certificate of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Certificate is a replacement Certificate) as the mutilated, destroyed, lost, or stolen Certificate, in exchange for the mutilated Certificate or in substitution for the Certificate so destroyed, lost, or stolen. In every case of exchange or substitution, the Certificateholder shall furnish to the District and the Registrar and Paying Agent: (1) such security or indemnity as may be required by them to save each of them harmless from all risks, however remote; and (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Certificate and the ownership thereof. Upon the issuance of any Certificate upon such exchange or substitution, the District and the Registrar and Paying Agent may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the District and the Registrar and Paying Agent. In the event any Certificate which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, the District may, instead of issuing a Certificate in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Certificate) if the Owner thereof shall pay all costs and expenses, including attorney's

fees, incurred by the District and the Registrar and Paying Agent in connection herewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the District and the Registrar and Paying Agent such security or indemnity as they may require to save them harmless and evidence to the satisfaction of the District and the Registrar and Paying Agent the mutilation, destruction, loss, or theft of such Certificate and of the ownership thereof.

(b) Every Certificate issued pursuant to the provisions of this section shall constitute an additional contractual obligation of the District (whether or not the destroyed, lost, or stolen Certificate shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Certificates duly issued under this Resolution.

(c) All Certificates shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Certificates, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 4.6. Authentication.

The Registrar and Paying Agent is hereby authorized to authenticate and deliver the Certificates to the Lender or as it may designate upon receipt by the District of the proceeds of the sale thereof, to authenticate and deliver Certificates in exchange for Certificates of the same principal amount delivered for transfer upon receipt of the Certificate(s) to be transferred in proper form with proper documentation as hereinabove described. The Certificates shall not be valid for any purpose unless authenticated by the Registrar and Paying Agent by the manual signature of an officer thereof on the certificate set forth herein on the Certificate form.

Section 4.7. Lender.

The District approves Capital One Public Funding, LLC as Lender for the Certificates.

Section 4.8. Bond Counsel.

The President and Business Manager are authorized to retain Mcierhenry Sargent LLP as Bond Counsel upon such terms as they approve.

Section 4.9. Placement Agent. The District authorizes the Authorized Officer of the District to retain Collier Securities LLC as placement agent upon such terms as they approve.

ARTICLE V

REDEMPTION OF CERTIFICATES PRIOR TO MATURITY

Section 5.1. The Certificates shall be redeemable as set forth in the Commitment Letter.

Section 5.2. Notice of Redemption.

(a) Notice of call for redemption, whether optional or mandatory, shall be given by the Registrar and Paying Agent on behalf of the District not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Certificates to be redeemed, at the addresses shown on the bond registration records of the Registrar and Paying Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Certificates for which proper notice was given.

Section 5.3. Payment of Redeemed Certificates.

(a) If notice of redemption shall have been given in the manner and under the conditions provided in Section 5.2 hereof and if on the date so designated for redemption the Registrar and Paying Agent shall hold sufficient monies to pay the redemption price of, and interest to the redemption date on, the Certificates to be redeemed as provided in this Resolution, then: (1) the Certificates so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Certificates on such date; (2) interest on the Certificates so called for redemption shall cease to accrue; and (3) such Certificates shall no longer be Outstanding or secured by, or be entitled to, the benefits of this Resolution, except to receive payment of the redemption price thereof and interest thereon from monies then held by the Registrar and Paying Agent.

(b) If on the redemption date, monies for the redemption of all Certificates or portions thereof to be redeemed, together with interest thereon to the redemption date, shall not be held by the Registrar and Paying Agent so as to be available therefor on such date, the Certificates or portions thereof so called for redemption shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and shall continue to be secured by and be entitled to the benefits of this Resolution.

ARTICLE VI

REGISTRAR AND PAYING AGENT, ESCROW AGENT, AND VERIFICATION AGENT

Section 6.1. Appointment and Acceptance of Duties.

The District hereby authorizes the Business Manager to act as or to appoint the Registrar and Paying Agent with respect to the Certificates and authorizes and directs the Registrar and Paying Agent to maintain bond registration records with respect to the Certificates, to authenticate and deliver the Certificates as provided herein, either at original issuance, upon transfer, or as otherwise directed by the District, to effect transfers of the Certificates, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Certificates as provided herein, to cancel and destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the District at least annually a certificate of destruction with respect to Certificates canceled and destroyed, and to furnish the District at least annually an audit confirmation of Certificates paid, Certificates

Outstanding and payments made with respect to interest on the Certificates. The President and the Business Manager, or either of them is hereby authorized to execute and the Business Manager is hereby authorized to attest such written agreement between the District and the Registrar and Paying Agent as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registrar and Paying Agent. The payment of all reasonable fees and expenses of the Registrar and Paying Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

Section 6.2. Reserved.

Section 6.3. Resignation or Removal of the Registrar and Paying Agent and Appointment of Successors.

(a) The Registrar and Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) calendar days' written notice to the Business Manager. The Registrar and Paying Agent may be removed at any time by the Business Manager, provided that such removal does not constitute a breach of any contractual agreement with any such Registrar and Paying Agent, by filing written notice of such removal with such Registrar and Paying Agent. Any successor Registrar and Paying Agent shall be appointed by the Business Manager and shall be a trust company or a bank having the powers of a trust company, having a combined capital, surplus, and undivided profits aggregating at least Seventy-Five Million Dollars (\$75,000,000), willing to accept the office of Registrar and Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution.

(b) In the event of the resignation or removal of the Registrar and Paying Agent, such Registrar and Paying Agent shall pay over, assign and deliver any monies and securities held by it as Registrar and Paying Agent, and all books and records and other properties held by it as Registrar and Paying Agent, to its successor, or if there be no successor then appointed, to the Business Manager until such successor be appointed.

Section 6.4. Merger or Consolidation of Registrar and Paying Agent.

Any corporation or association into which the Registrar and Paying Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Registrar and Paying Agent hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding. Upon any such conversion, merger, consolidation, sale or transfer, the Business Manager shall have the right and option, upon notice to such converted, merged, consolidated or acquiring entity, to remove such entity and appoint a successor thereto pursuant to the procedures and requirements set forth in Section 6.3 hereof.

ARTICLE VII

DEFEASANCE OF CERTIFICATES

Section 7.1. Defeasance of Certificates.

If the District shall pay and discharge the indebtedness evidenced by any of the Certificates in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registrar and Paying Agent, the principal of and interest on such Certificates as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Escrow Agent"; which Agent may be the Registrar and Paying Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Certificates and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Certificates are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Certificates to the Registrar and Paying Agent, for cancellation by it;

and if the District shall also pay or cause to be paid all other sums payable hereunder by the District with respect to such Certificates, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registrar and Paying Agent for the payment of principal of and interest and redemption premiums, if any, on such Certificates when due, then and in that case the indebtedness evidenced by such Certificates shall be discharged and satisfied and all covenants, agreements and obligations of the District to the holders of such Certificates shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the District shall pay and discharge the indebtedness evidenced by any of the Certificates in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registrar and Paying Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on the Certificates; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registrar and Paying Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the District as received by the Registrar

and Paying Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and premium, if any, and interest to become due on the Certificates on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the District, as received by the Registrar and Paying Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under South Dakota Law for the purposes described in this Section, which certificates or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

ARTICLE VIII

ADDITIONAL CERTIFICATES

This Resolution permits the issuance of additional capital outlay certificates payable from the Capital Outlay Fund of the District, provided that the School Board first determines that a Capital Outlay Fund tax levy of not more than \$3 per \$1,000 of taxable valuation, or for taxes payable in 2021 and thereafter, not more than the lesser of \$3 per \$1,000 of taxable valuation or the Maximum Enrolled Student Amount as defined hereafter for each student enrolled in the District (collectively the "Levy Limit"), will afford debt service coverage for all outstanding capital outlay certificates, plus the additional capital outlay certificates proposed to be issued, of at least 1.25 times. The "Maximum Enrolled Student Amount" is \$3,400 per enrolled student for 2021, and for 2022 and subsequent years, the maximum amount for each enrolled student shall increase by the lesser of three percent or the index factor, as defined in SDCL 10-13-38. The property tax levy for any such additional certificates, together with the levy for then all outstanding capital outlay certificates described herein and any other Capital Outlay Fund purposes, would be limited to the Levy Limit. Such additional certificates would have a parity claim with all the then outstanding capital outlay certificates, including the Certificates, against property tax revenues received into the Capital Outlay Fund of the District. In addition, if a State Aid Pledge Agreement is executed and delivered in connection with the issuance of such additional Certificates.

ARTICLE IX

ISSUANCE OF CERTIFICATES AND DEPOSIT OF PROCEEDS

Section 9.1. Issuance of Certificates.

The Certificates shall be issued to the Lender at a price to be set forth in the Commitment Letter. The President and the Business Manager, or either of them, in consultation with the Lender, are authorized to make such changes in the structuring of the terms and issuance of the Certificates as they shall deem necessary to maximize the savings from the refunding of the Refunded Certificates. In this regard, they, or either of them, in consultation with the Lender, are authorized to cause to be issued an aggregate principal amount of the Certificates less than that authorized

herein, cause fewer than all the Refunded Certificates to be refunded, to sell any or all of the Certificates as term Certificates with annual mandatory redemption requirements which will produce substantially the same annual principal reductions as authorized herein, to change the dated date of the Certificates and to adjust principal and interest payment dates and redemption dates of the Certificates. The form of the Certificate set forth in Exhibit A attached hereto shall be conformed to reflect any changes, if any, as hereinbefore mentioned. The President and the Business Manager, or either of them, are hereby authorized to execute and the Business Manager is authorized to attest the Commitment Letter with the Lender providing for the issuance of the Certificates. The Commitment Letter shall be in form and content acceptable to the President and Business Manager, the execution thereof by either of them to constitute conclusive evidence thereof, and approved as to form and legality by the District's attorney; provided the Commitment Letter effects the issuance of the Certificates to the Lender in accordance with the provisions of this Resolution, and is not inconsistent with the terms hereof. The President and the Business Manager are authorized to cause the Certificates to be authenticated and delivered by the Registrar and Paying Agent to the Lender and to execute, publish, and deliver all certificates and documents and closing certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Certificates.

Section 9.2. Disposition of Certificate Proceeds.

The proceeds of the Certificates shall be disbursed as follows:

(a) An amount, together with other legally available funds of the District, if any, and investment earnings thereon, if any, which will be sufficient to pay principal of and interest on the Refunded Certificates dated July 10, 2013 shall be transferred to the paying agent of the Refunded Certificates and be redeemed at the earliest possible date.

(b) An amount of the proceeds of the Certificates shall be used to pay the costs of issuance of the Certificates including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registrar and Paying Agent fees, and other necessary miscellaneous expenses incurred in connection with the issuance of the Certificates. Any funds remaining after payment of said expenses shall be used to pay interest on the Certificates on the first interest payment date following delivery of the Certificates.

(c) The remaining amount shall be deposited into the Capital Outlay Fund of the District and used for the Project.

Section 9.4. Tax Matters.

(a) The District covenants and agrees with the registered owners from time to time of the Certificates that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Certificates to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the basic

interest on the Certificates will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

(b) The President and the Business Manager, being the officers of the District charged with the responsibility for issuing the Certificates pursuant to this Resolution are hereby authorized and directed to execute and deliver to the Lender a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Certificates, it is reasonably expected that the proceeds of the Certificates will be used in a manner that would not cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

(c) The District further certifies and covenants as follows with respect to the requirements of Section 148 of the Code that the District reasonably expects, as of the date of issuance of the Certificates, that the aggregate face amount of all tax-exempt bonds issued by it and all subordinate entities during the 2020 calendar year will not exceed \$10,000,000.

(d) The District shall file with the Secretary of the Treasury a statement concerning the Certificates containing the information required by Section 149(e) of the Code.

(e) Pursuant to Section 265(b)(3)(B)(ii) of the Code, the District hereby designates the Certificates as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

ARTICLE X

MISCELLANEOUS

Section 10.1. Failure to Present Certificates.

(a) In the event any Certificate required to be presented shall not be presented for payment when the principal or redemption price hereof becomes due, either at maturity or at the date fixed for prior redemption thereof or otherwise, and in the event monies sufficient to pay such Certificate shall be held by the Registrar and Paying Agent for the benefit of the Owner thereof, all liability of the District to such Owner for the payment of such Certificate shall forthwith cease, determine, and be completely discharged. Whereupon, the Registrar and Paying Agent shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Certificates.

(b) If any Certificate shall not be presented for payment within a period of six years following the date when such Certificate becomes due, whether by maturity or otherwise, the Registrar and Paying Agent shall, subject to the provisions of any applicable escheat or other similar law, pay to the District any monies then held by the Registrar and Paying Agent for the payment of such Certificate and such Certificate shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the District.

Section 10.2. Payments Due on Saturdays, Sundays, and Holidays.

In any case where the date of maturity or interest on or principal of any Certificate, or the date fixed for redemption of any Certificate, shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Registrar and Paying Agent are authorized by law to close, then the payment of the interest on, or the principal, or the redemption price of, such Certificate need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions similar to the Registrar and Paying Agent are authorized by law to close, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 10.3. Miscellaneous Acts.

The appropriate officers of the District are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution, or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery by the District of the Certificates.

Section 10.4. Amendment.

The School Board is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Certificateholders, and, so long as the Lender is the Owner of the Certificates, with the prior written consent of the Lender.

Section 10.5. No Recourse Under Certificate Resolution or on Certificates.

All stipulations, promises, agreements, and obligations of the District contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the District and not of any officer, director, or employee of the District in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Certificates or for any claim based thereon or this Resolution against any officer, director, or employee of the District or against any official or individual executing the Certificates.

Section 10.6. Partial Invalidity.

If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 11.7. Post Issuance Compliance.

The District does hereby adopt Meierhenry Sargent Post-Issuance Compliance Policy and Tax-Advantaged Obligations and Continuing Disclosure with regard to the Certificates attached hereto. The District appoints the Business Manager as its chief post issuance compliance officer.

Section 11.8. Conflicting Resolutions Repealed.

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 11.9. Effective Date.

This Resolution shall take effect from and after its adoption, the welfare of the District requiring it.

Said motion was seconded by Member _____ and upon vote being taken the following voted AYE: _____

_____ and the following voted NAY: _____

ATTEST:

President

Business Manager

Huron School District 02-2
Beadle, Jerauld and Sanborn Counties, South Dakota
Limited Tax Capital Outlay Refunding Certificates, Series 2020

EXHIBIT A- (FORM OF CERTIFICATE)

HURON SCHOOL DISTRICT 02-2
BEADLE, JERAULD AND SANBORN COUNTIES, SOUTH DAKOTA
LIMITED TAX CAPITAL OUTLAY REFUNDING CERTIFICATES, SERIES 2020

REGISTERED
No. «No»

REGISTERED
\$«AMOUNT».00

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Certificate Date</u>
«INTEREST_RATE»%	«maturity»	2020

Registered Owner: Capital One Public Funding, LLC
1307 Walt Whitman Road, 3rd Floor
Melville, NY 11747

Principal Amount: «DOLLARLONG» AND NO/100 DOLLARS

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE CERTIFICATE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law. This Certificate is issued in full compliance with SDCL Chapter 13-16 and §§6-8B-30 to 6-8B-52, inclusive, and is incontestable for any cause after its delivery.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the School District has caused this Certificate to be signed by the manual or facsimile signature of its President of the School Board of the School District and to be countersigned by the manual or facsimile signature of its Business Manager all as of the Certificate Date specified above.

ATTEST:
Business Manager
COUNTERSIGNED:


Resident Attorney

Huron School District 02-2, South Dakota
By:
President of the School Board

CERTIFICATE OF AUTHENTICATION

This Certificate is a Certificate of the series designated therein and has been issued under the provisions of the within-mentioned Resolution and the date of its authentication is _____, 2020.

Certificate Registrar and Paying Agent

By: _____
Authorized Officer

Huron School District 02-2
Beadle, Jerauld and Sanborn Counties, South Dakota
Limited Tax Capital Outlay Refunding Certificates, Series 2020

KNOW ALL MEN BY THESE PRESENTS: That the Huron School District 02-2, Custer, South Dakota (the "School District"), in Beadle, Jerauld and Sanborn Counties, hereby acknowledges itself to owe and for value received promises to pay the Principal Amount, solely from the Capital Outlay Fund of the District, to the Registered Owner mentioned above in lawful money of the United States of America, together with interest thereon from the Certificate Date mentioned above at the Interest Rate mentioned above. The interest hereon is payable _____, and semiannually thereafter on _____ and _____ in each year to maturity or earlier redemption by wire transfer, check or draft mailed to the Registered Owner at its address as it appears on the Certificate registration books of the School District maintained by the Certificate Registrar and Paying Agent (the "Registrar"), on the close of business on the _____ day (whether or not a business day) of the calendar month next preceding such interest payment date (the "Record Date"). The principal hereof due at maturity or upon redemption in whole prior to maturity is payable at the office of Registrar upon presentation and surrender of this Certificate at maturity or upon earlier redemption. The principal of, premium (if any) and interest on this Certificate is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. Notwithstanding anything to the contrary herein, presentment of this Certificate shall be not be required for regularly scheduled payments of principal or interest, other than the final payment of principal at maturity and all payments of principal and interest to the Registered Owner shall be made by wire transfer or other form of electronic payment in accordance with written instructions provided by the Registered Owner or, with the Registered Owner's consent, by such other commercially reasonable method of payment.

This Certificate is one of an authorized issue of Certificates limited in aggregate principal amount to a maximum of \$ _____ (the "Certificates") all of like date and tenor except as to maturity, interest rates and privileges of redemption, the proceeds of the Certificates will be used (1) to refund the District's outstanding Limited Tax General Obligation Certificates, Series 2013, dated July 10, 2013 (the "Series 2013 Certificates") to be redeemed on _____, (2) to provide funds for the Construction of the CTE Addition, including the furnishing and equipping of the same, and (3) to pay costs of issuance, pursuant to a resolution duly and regularly adopted by the School District (the "Certificate Resolution"). This Certificate is subject to all the provisions and limitations of the Resolution and Chapters 13-16 and 6-8B, South Dakota Codified Laws, as amended. The District has levied a capital outlay levy in an amount not to exceed three dollars per thousand for the payment of the Certificates.

REDEMPTION PROVISION

The Resolution authorizing the issuance of the Certificates permits the issuance of additional capital outlay certificates payable from the Capital Outlay Fund of the District, provided that the School Board first determines that a Capital Outlay Fund tax levy of not more than \$3 per \$1,000 of taxable valuation, or for taxes payable in 2021 and thereafter, not more than the lesser of \$3 per \$1,000 of taxable valuation or the Maximum Enrolled Student Amount as defined hereafter for each student enrolled in the District (collectively the "Levy Limit"), will afford debt service coverage for all outstanding capital outlay certificates, plus the additional capital outlay certificates proposed to be issued, of at least 1.25 times. The "Maximum Enrolled Student Amount" is \$3,400 per enrolled student for 2021, and for 2022 and subsequent years, the maximum amount for each enrolled student shall increase by the lesser of three percent or the index factor, as defined in SDCL 10-13-38. The property tax levy for any such additional certificates, together with the levy for then all outstanding capital outlay certificates described herein and any other Capital Outlay Fund purposes, would be limited to the Levy Limit.

This Certificate is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Certificate Registrar in Huron, South Dakota, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor. The School District and the Certificate Registrar may deem and treat the registered holder hereof as the absolute owner hereof and neither the School District nor the Certificate Registrar shall be affected by any notice to the contrary. This Certificate may only be transferred to (a) affiliates of the Registered Owner or (b) one or more banks, insurance companies or other financial institutions.

The School District has in the Resolution designated the Certificates as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(iii) of the Internal Revenue Code of 1986, as amended.

Huron School District 02-2
Beadle, Jerauld and Sanborn Counties, South Dakota
Limited Tax Capital Outlay Refunding Certificates, Series 2020

Bond Opinion

_____, 2020

Huron School District 02-2
Beadle, Jerauld and Sanborn Counties, South Dakota
\$ _____ Limited Tax Capital Outlay Refunding Certificates, Series 2020

We have acted as bond counsel in connection with the issuance by the Huron School District 02-2, Beadle, Jerauld and Sanborn Counties, South Dakota (the "Issuer") of \$ _____ Limited Tax Capital Outlay Refunding Certificates, Series 2020, dated ***Date of Issuance***, (the "Certificates"). We have examined such certified proceedings and other papers as we deem necessary to render this opinion.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of any offering material relating to the Certificates and we express no opinion relating thereto.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify such facts by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Issuer is duly created and validly existing as a body corporate and politic and public instrumentality of the State of South Dakota with the corporate power to adopt and perform the Resolution and issue the Certificates.

2. The Resolution has been duly adopted by the Issuer on _____, 2020 and constitutes a valid and binding obligation of the Issuer enforceable upon the Issuer.

3. The Resolution levies ad valorem taxes not in excess of three dollars per thousand annually upon all of the taxable property in the District, for the capital outlay fund of the District, from which fund, the Certificates and interest thereon are payable.

4. The Certificates have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from the sources provided therefore in the Resolution.

5. The Issuer has authorized the execution, delivery and performance of the Commitment Letter and the Tax Certificate by all necessary corporate action and has duly executed and delivered each of the Transaction Documents.

6. The Commitment Letter and the Tax Certificate each constitute the legal, valid and binding obligation of the Issuer, enforceable in accordance with its respective terms.

7. The interest on the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Certificates in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Certificates in gross income for federal income tax purposes to be retroactive to the date of issuance of the Certificates. We express no opinion regarding other federal tax consequences arising with respect to the Certificates.

8. Under existing law, the interest on the Certificates is includible in "taxable income" for the State of South Dakota income tax purposes when the recipient is a "financial institution" as defined by Chapter 10-43, South Dakota Codified Laws, according to present state laws, regulations and decisions. We express no further opinions regarding other South Dakota tax consequences arising with regard to the Certificates.

Huron School District 02-2
Beadle, Jerauld and Sanborn Counties, South Dakota
Limited Tax Capital Outlay Refunding Certificates, Series 2020

9. The Certificates are qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

It is to be understood that the rights of the holders of the Certificates and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity and subject to regulatory requirements under the laws of the United States and of the State of South Dakota.

Meierhenry Sargent LLP

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

ATTACHMENT TO RESOLUTION _____

**Post-Issuance Compliance Policy for Tax-Exempt and
Tax-Advantaged Obligations and Continuing Disclosure**

Definitions

“Compliance Officer” means the Business Manager of the Issuer.

“Issuer” means the Huron School District 02-2.

Statement of Purpose

This Post-Issuance Compliance Policy (the “Policy”) sets forth specific policies of the Issuer designed to monitor post-issuance compliance:

- (i) with applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated thereunder (“Treasury Regulations”) for obligations issued by the Issuer on tax-exempt or tax-advantaged basis (“Obligations”); and
- (ii) with applicable requirements set forth in certificates and agreement(s) (“Continuing Disclosure Agreements”) providing for ongoing disclosure in connection with the offering of obligations to investors (“Offerings”), for obligations (whether or not tax-exempt I tax-advantaged) subject to the continuing disclosure requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (“SEC”) under the Securities Exchange Act of 1934.

This Policy documents practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the interest on such Obligations continue to be eligible to be excluded from gross income for federal income tax purposes or that the Obligations continue to receive tax-advantaged treatment. The federal tax law requirements applicable to each particular issue of Obligations will be detailed in the arbitrage or tax certificate prepared by bond counsel and signed by officials of the Issuer and the post-closing compliance checklist provided by bond counsel with respect to that issue. This Policy establishes a permanent, ongoing structure of practices and procedures that will facilitate compliance with the requirements for individual borrowings.

This Policy similarly documents practices and describes various procedures and systems designed to ensure compliance with Continuing Disclosure Agreements, by preparing and disseminated related reports and information and reporting “material events” for the benefit of the holders of the Issuer's obligations and to assist the Participating Underwriters (within the meaning of the Rule) in complying with the Rule.

The Issuer recognizes that compliance with pertinent law is an on-going process, necessary during the entire term of the obligations, and is an integral component of the Issuer's debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel and the Issuer's accountants and advisors.

General Policies and Procedures

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

- A. The Compliance Officer shall be responsible for monitoring post-issuance compliance issues.
- B. The Compliance Officer will coordinate procedures for record retention and review of such records.
- C. All documents and other records relating to Obligations issued by the Issuer shall be maintained by or at the direction of the Compliance Officer. In maintaining such documents and records, the Compliance Officer will comply with applicable Internal Revenue Service ("IRS") requirements, such as those contained in Revenue Procedure 97-22.
- D. The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Regulations and the Treasury's Tax-Exempt Bonds Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.
- E. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

Issuance of Obligations - Documents and Records

With respect to each issue of Obligations, the Compliance Officer will:

- A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents (the "Transcript").
- B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038, Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.
- C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds of such Obligations with other applicable staff members of the Issuer.

Arbitrage

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Compliance Officer will:

- A. Confirm that a certification of the initial offering prices of the Obligations with such supporting data, if any, required by bond counsel, is included in the Transcript.
- B. Confirm that a computation of the yield on such issue from the Issuer's financial advisor or bond counsel (or an outside arbitrage rebate specialist) is contained in the Transcript.
- C. Maintain a system for tracking investment earnings on the proceeds of the Obligations.
- D. Coordinate the tracking of expenditures, including the expenditure of any investment earnings. If the project(s) to be financed with the proceeds of the Obligations will be funded with multiple sources of funds, confirm that the Issuer has adopted an accounting methodology that maintains each source of financing separately and monitors the actual expenditure of proceeds of the Obligations.
- E. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. This procedure shall include an examination of the expenditures made with proceeds of the Obligations within 18 months after each project financed by the Obligations is placed in service and, if necessary, a reallocation of expenditures in accordance with Section 1.148-6(d) of the Treasury Regulations.
- F. Monitor compliance with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- G. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.
- H. Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining in advance whether such funds must be invested at a restricted yield.
- I. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions or investments in guaranteed investment contracts.
- J. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.

- K. Monitor compliance with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.
- L. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.
- M. Arrange for timely computation and payment of “yield reduction payments” (as such term is defined in the Code and Treasury Regulations), if applicable.

Private Activity Concerns

The following polices relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Compliance Officer will:

- A. Maintain records determining and tracking facilities financed with specific Obligations and the amount of proceeds spent on each facility.
- B. Maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- C. Maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.
- D. Monitor the expenditure of proceeds of an issue and investment earnings for qualifying costs.
- E. Monitor private use of financed facilities to ensure compliance with applicable limitations on such use. Examples of potential private use include:
 - 1. Sale of the facilities, including sale of capacity rights;
 - 2. Lease or sub-lease of the facilities (including leases, easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers) or leasehold improvement contracts;
 - 3. Management contracts (in which the Issuer authorizes a third party to operate a facility, e.g., cafeteria) and research contracts;
 - 4. Preference arrangements (in which the Issuer permits a third-party preference, such as parking in a public parking lot);
 - 5. Joint-ventures, limited liability companies or partnership arrangements;

6. Output contracts or other contracts for use of utility facilities (including contracts with large utility users);
7. Development agreements which provide for guaranteed payments or property values from a developer;
8. Grants or loans made to private entities, including special assessment agreements; and
9. Naming rights arrangements.

Monitoring of private use should include the following:

1. Procedures to review the amount of existing private use on a periodic basis; and
2. Procedures for identifying in advance any new sale, lease or license, management contract, sponsored research arrangement, output or utility contract, development agreement or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.

If the Compliance Officer identifies private use of facilities financed with tax-exempt or tax-advantaged debt, the Compliance Officer will consult with the Issuer's bond counsel to determine whether private use will adversely affect the tax status of the issue and if so, what remedial action is appropriate. The Compliance Officer should retain all documents related to any of the above potential private uses.

Qualified Tax-Exempt Obligations

If the Issuer issues qualified tax-exempt obligations in any year, the Compliance Officer shall monitor all tax-exempt financings (including lease purchase arrangements and other similar financing arrangements and conduit financings on behalf of 501(c)(3) organizations) to assure that the \$10,000,000 "small issuer" limit is not exceeded.

Federal Subsidy Payments

The Compliance Officer shall be responsible for the calculation of the amount of any federal subsidy payments and the timely preparation and submission of the applicable tax form and application for federal subsidy payments for tax-advantaged obligations such as Build America Bonds, New Clean Renewable Energy Bonds and Qualified School Construction Bonds.

Reissuance

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Compliance Officer will identify and consult with bond counsel regarding any post-issuance change to any terms of an issue of Obligations which could potentially be treated as a reissuance for federal tax purposes.

Record Retention

The following policies relate to retention of records relating to the Obligations issued. The Compliance Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
 1. The Transcript relating to the transaction (including any arbitrage or other tax certificate and the bond counsel opinion);
 2. Documentation evidencing expenditure of proceeds of the issue;
 3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.
 4. Documentation evidencing use of financed property by public and private entities (e.g., copies of leases, management contracts, utility user agreements, developer agreements and research agreements);

5. Documentation evidencing all sources of payment or security for the issue; and
 6. Documentation pertaining to any investment of proceeds of the issue (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).
- D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS.
- E. Keep all material records for so long as the issue is outstanding (including any refunding), plus seven years.

Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the "Rule"), Participating Underwriters (as defined in the Rule) are required to determine that issuers (such as the Issuer) have entered into written Continuing Disclosure Agreements to make ongoing disclosure in connection with Offerings subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the Transcript for each issue of related obligations will include a Continuing Disclosure Agreement executed by the Issuer.

In order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the Compliance Officer will, if and as required by such Continuing Disclosure Agreements:

- A. Assist in the preparation or review of annual reports ("Annual Reports") in the form required by the related Continuing Disclosure Agreements.
- B. Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days (e.g., 365 days) following the end of the Issuer's fiscal year (the "Annual Report Due Date"), as provided in the related Continuing Disclosure Agreements.
- C. Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB.

Huron School District 02-2
Beadle, Jerauld and Sanborn Counties, South Dakota
Limited Tax Capital Outlay Refunding Certificates, Series 2020

- D. Monitor the occurrence of any "Material Event" (as defined in the Continuing Disclosure Agreements) and timely file notice of the occurrence of any such Material Event in the manner provided under the Continuing Disclosure Agreements. To be timely filed, such notice must be transmitted within 10 days (or such other time period as set forth in the Continuing Disclosure Agreements) of the occurrence of such Material Event.
- E. Ensure timely dissemination of notice of any failure to perform under a Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement.
- F. Respond to requests or ensure that the Issuer Contact (as defined in the Continuing Disclosure Agreement) responds to requests, for information under the Rule, as provided in the Continuing Disclosure Agreements.
- G. Monitor the performance of any dissemination agent(s) engaged by the Issuer to assist in the performance of any obligation under the Continuing Disclosure Agreements.

PASSED and ADOPTED by the Huron School District 02-2, this _____ day of _____, 2020.

President of the School Board

ATTEST:

Business Manager

AIA[®] Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

55

AGREEMENT made as of the Twenty Third (23) day of October in the year Two Thousand Twenty (2020)

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Huron School District 2-2
150 5th Street SW
Huron, South Dakota 57350

and the Architect:
(Name, legal status, address and other information)

Koch Hazard Architects
431 N. Phillips Avenue #200
Sioux Falls, South Dakota 57104

for the following Project:
(Name, location and detailed description)

Huron School CTE School Addition

The project is an addition for the home construction program at the Huron CTE (Career & Technical Education School). The addition includes approximately 3,000 s.f. of new shop space, a new entry vestibule and associated site work for the addition.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program will be refined based upon the Owner's input.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project is an addition to the existing CTE building, located on the north side adjacent to the existing construction shop. The addition will largely match the existing building in structure, materials, mechanical and electrical systems.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Preliminary Budget is \$890,000 dollars.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

init.

Approximately January 2021

.2 Construction commencement date:

Approximately April 2021

.3 Substantial Completion date or dates:

Approximately December 2021

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Kelly Christopherson
Business Manager
Huron School District 2-2
150 5th Street SW
Huron, South Dakota 57350

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

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.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Keith Thompson
Koch Hazard Architects
431 N. Phillips Avenue #200
Sioux Falls, South Dakota 57104

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

SEA
Greg Hannestad

.2 Mechanical Engineer:

ACEI
Norm deWit

.3 Electrical Engineer:

ACEI
Brad Shoup

§ 1.1.11.2 Consultants retained under Supplemental Services:

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§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and

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excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and One Million Dollars (\$ 1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

Init.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Not Provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Architect (limited to warranty review)
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Architect (limited to entrances)
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided
	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 TBD () visits to the site by the Architect during construction
- 3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

As agreed to between Owner and Architect

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Init.

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

1 Termination Fee:

N/A

2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

Init.

if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

- .2 Percentage Basis
(Insert percentage value)

6.9 % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

On an hourly rate basis in accordance with the attached Schedule of Hourly Rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty	percent (	30	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Thirty	percent (	30	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Schedule of Hourly Rates.

Employee or Category

Rate (\$0.00)

Init.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Init.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Huron School District 2-2

(Printed name and title)

ARCHITECT (Signature)

Keith Thompson, AIA

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:16:23 ET on 10/28/2020.

PAGE 1

AGREEMENT made as of the Twenty Third (23) day of October in the year Two Thousand Twenty (2020)

...

Huron School District 2-2
150 5th Street SW
Huron, South Dakota 57350

...

Koch Hazard Architects
431 N. Phillips Avenue #200
Sioux Falls, South Dakota 57104

...

Huron School CTE School Addition

...

The project is a an addition for the home construction program at the Huron CTE (Career & Technical Education School). The addition includes approximately 3,000 s.f. of new shop space, a new entry vestibule and associated site work for the addition.

PAGE 2

The program will be refined based upon the Owner's input

...

The project is an addition to the existing CTE building, located on the north side adjacent to the existing construction shop. The addition will largely match the existing building in structure, materials, mechanical and electrical systems.

...

Preliminary Budget is \$890,000 dollars.

PAGE 3

Approximately January 2021

...

Approximately April 2021

...

Approximately December 2021

...

Competitive Bid

...

Mr. Kelly Christopherson
Business Manager
Huron School District 2-2
150 5th Street SW
Huron, South Dakota 57350

...

N/A

PAGE 4

N/A

...

Keith Thompson
Koch Hazard Architects
431 N. Phillips Avenue #200
Sioux Falls, South Dakota 57104

...

SEA
Greg Hannestad

...

ACEI
Norm deWit

...

ACEI
Brad Shoup

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and One Million Dollars (\$ 1,000,000) in the aggregate.

PAGE 11

§ 4.1.1.1	Programming	<u>Architect</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3	Measured drawings	<u>Owner</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Not Provided</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Architect</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Architect (limited to warranty review)</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Architect (limited to entrances)</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>
		<u>Not Provided</u>

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 TBD () visits to the site by the Architect during construction

- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

[x] Other: (Specify)

As agreed to between Owner and Architect

PAGE 19

N/A

...

N/A

PAGE 20

(-)6.9 % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

PAGE 21

On an hourly rate basis in accordance with the attached Schedule of Hourly Rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Thirty</u>	percent (	<u>30</u>	%)

...

See attached Schedule of Hourly Rates.

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 23

Huron School District 2-2

Keith Thompson, AIA

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Stacey McMahan, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:16:23 ET on 10/28/2020 under Order No. 7072250284 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

KOCH HAZARD ARCHITECTS

HOURLY RATE SCHEDULE

1 January 2021

Senior Architect/Principal	\$210.00/hr.
Architect/Principal	\$195.00/hr.
Architect	\$160.00/hr.
Senior Project Developer	\$145.00/hr.
Senior Interior Designer	\$145.00/hr.
Project Developer	\$120.00/hr.
Interior Designer	\$120.00/hr.
Senior Administrative	\$130.00/hr.

For Sub-Consulting services, including, for example, Mechanical, Electrical and Structural engineering, a multiple of 1.25 times the amount billed to Koch Hazard by the consultant.



CHANGE ORDER

PROJECT:
(Name, address)

Huron HS/Middle School Improve
150 5th Street SW
Huron, South Dakots 57350

Contractor shall sign all copies
and return all copies to the
Architect. (For additional
signatures and distribution.)

TO:
(Contractor)

Mills Construction
1311 Main Avenue South
Brookings, SD 57006

ARCHITECTS PROJECT #18491

CONTRACT FOR: General

CONTRACT DATE: 10/29/19

You are directed to make the following changes in this Contract:	RFP#53 and 54
See attached back-up sheets for breakdown of change order items.	
TOTAL NET ADD TO CONTRACT:	2,108.11

The original Contract Sum was.....	\$4,520,400.00
Net change by previous Change Orders.....	\$252,551.63
The Contract Sum prior to this Change Order was.....	\$4,772,951.63
The Contract Sum will be increased by this Change Order.....	\$2,108.11
The new Contract Sum including this Change Order will be.....	\$4,775,059.74
The Contract Time will be increased by.....	0 days

The Date of Completion as of the date of this Change Order therefore is:

It is hereby agreed that the provisions of the contract shall not be otherwise changed or affected by the provisions of this change order.

Recommended by:

Accepted by:

Approved by:

Koch Hazard Architects

Mills Construction

Huron School District 2-2

431 N. Phillips Avenue, Suite 200

1311 Main Avenue South

150 5th Street SW

Sioux Falls, SD 57104

Brookings, SD 57006

Huron, SD 57350

By: 
Keith Thompson, AIA

By: 

By:

Date 10/19/20

Date 10/23/20

Date

DATE OF ISSUANCE: 10/19/20

CHANGE ORDER NO. G-7

47. HS Provide addl roof flashing	8/27/20	0 days	9/14/20 G-6 2266.57 0 days
48. MS Provide new closer	8/27/20	8/27/20 594.90 0 days	9/14/20 G-6 594.90 0 days
49. HS Provide new key cylinders	8/27/20	9/2/20 237.96 0 days	9/14/20 G-6 237.96 0 days
50. HS Provide new door hardware	8/27/20	9/2/20 1536.93 0 days	9/14/20 G-6 1536.93 0 days
51. MS Install new blinds	8/27/20	9/2/20 3528.87 0 days	9/14/20 G-6 3528.87 0 days
52. HS Provide D luminaries	9/1/20	9/2/20 4819.76 0 days	9/14/20 G-6 4819.76 0 days
53. HS Add lighting to main HS RR Mech. chase	9/24/20	9/27/20 1058.92 0 days	10/19/20 G-7 1058.92 0 days
54. Hot Water cross at MS	9/26/20	10/5/20 1049.19 0 days	10/19/20 G-7 1049.19 0 days

G-1	15,145.63	RFP#1-7
G-2	-11,851.05	RFP#8-11, 13
G-3	27,162.00	RFP#12, 14-19
G-4	115,058.63	RFP#20-25, 27-30, 32-33
G-5	36,463.70	RFP#26,31,34-39
G-6	70,572.72	RFP#33 R. 40-52
G-7	2,108.11	RFP#53 and 54

Sincerely,



KOCH • HAZARD
ARCHITECTS

REQUEST FOR PROPOSAL (RFP)

RFP # 53

DATE: 9-24-2020

TO: Mills Construction

PROJECT: Huron HS/MS/Voc. School Improvements/#1849E

Owner Requested: Contractor Requested: _____ Unforeseen Conditions _____ Design Issue _____

Proposal Requests are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

Please submit an **itemized cost breakdown of all material and labor**, in accordance with the General Conditions, for changes in contract sum and contract time, resulting from the following proposed modification(s) to the Contract Documents.

PLEASE SUBMIT PROPOSAL WITHIN TEN (10) DAYS OR LESS

DESCRIPTION OF WORK:

Huron High School:

1. Provide 2 type "D" luminaires and connect to existing light switch in the new plumbing chase to the south of the Commons.
2. See attached.

ARCHITECT - KOCH HAZARD

Chris Brockevelt, Project Manager

REPRESENTATIVE

cc: Owner
Contractor
Consultants



Request for Proposal

1311 Main Avenue South
Brookings, SD 57006
(605) 697-3100

RFP Number: 53
Date: 09/27/2020

Regarding:

RFP #53 - Main HS Restroom Chase Lighting

To:

Huron School District 2-2
150 5th Street SW
Huron, SD 57350

Job Site:

Huron School Improvements

Requested By:

Paul M Sahr

Phone:

(605) 690-4545

E-mail:

psmills@brookings.net

Recipients:

Kelly Christopherson

Phone:

E-mail:

Requested Change:

RFP #53 - Main HS Restroom Chase Lighting

This RFP includes adding lighting in the Main High School Restroom Mechanical Chase.

RFP Total

\$ 1058.92

Please respond by: 09/30/2020

Paul Sahr

Paul M Sahr
Mills Construction, Inc.

Architect

Kelly Christopherson



Muth Electric Inc.



307 Dakota N · Huron, SD 57350

Phone: (605)352-8579

www.muthelectric.com

September 25, 2020

Mills Construction
1311 Main Ave. South
Brookings, SD 57006

Attn: Paul Sahr
RE: Huron Schools IMPS
Huron, SD 57350
Muth Job# 5333

Muth CO# CO16

Dear Paul,

Muth Electric, Inc. would like to propose the following change order price to complete RFP#53 lighting add. The total cost of the change order request is \$979.00.

If you have any questions regarding the pricing of this change order, please call me at (605)770-4354. Thank you for working with us on the project, we greatly appreciate your business.

Sincerely,
Muth Electric, Inc.

Ryan Block
Project Manager
Change Order
RB/YH

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Date of Acceptance: _____

Signature: _____

"Professional Answers For All Your Electrical Needs"

CORPORATE
(605) 998-3963

MITCHELL, SD
(605) 996-7300

SIOUX FALLS, SD
(605) 338-6566

WATERTOWN, SD
(605) 882-2680

HURON, SD
(605) 352-8579

ABERDEEN, SD
(605) 226-8424

BROOKINGS, SD
(605) 692-0800

OMAHA, NE
(402) 551-7780

WILLISTON, ND
(701) 577-7300

Muth Electric, Inc.

Bid Summary Sheet

Estimate #: 47934 Location: Huron

Muth Job Number: 5333

Customer: Mills Construction

Address: Huron Highschool

Description: RFP#53 Lighting add

Estimated By: RB

Checked By:

Estimate Date: 9/25/2020

Revision Date:

Submission Date

Change Order
Status

Approved

Proposed

GC C/O #

Executed

Void

Muth C/O #: 16

Approval Date

Coordination Time	Hours
Superintendent Time:	0.00
Travel Time:	0.00
Miscellaneous Time:	0.00
Total (A)	0.00

	Material Cost	Labor Hours
Total from Estimate Item Detail	\$351.65	5.55
Misc Material and Labor: 3.00 %	\$10.55	0.17
Coordination Time		0.00
TOTAL MATERIAL (C) AND LABOR (D)	\$362.20	5.72
5.72 Regular Labor Hours @ \$54.00		\$308.69

Job Expense		
Tools, Scaffolds - 10 % of Labor Total		\$41.67
Safety- 6 % of Labor Total		\$25.00
Clean Up - 4 % of Labor Total		\$16.67
Warranty - 3 % of Labor Total		\$12.50
Temporary Power		\$0.00
Cutting, Patching, Painting		\$0.00
Misc. Equipment Used		\$4.29
Use/Sales Tax 6.50 %		\$23.54
Inspection and Permit Fees		\$0.00
Field Incentive \$0.75 per hour		\$4.29
Material Storage		\$0.00
Freight		\$0.00
Mileage 0 Miles @ \$0.72 per Mile		\$0.00
Muth Equipment (Trench/Plow/Bhoe)		\$0.00
Equipment/Tools - Rental		\$0.00
Muth Equipment 0 Units x \$0.00 Rate		\$0.00
Muth Equipment #2 0 Units x \$0.00 Rate		\$0.00
Meals/ Lodging		\$0.00
Total Job Expenses (B)		\$127.97

0.00 Overtime Hours @ \$0.00		\$0.00
Labor Burden 35 %		\$108.04
Labor Total		\$416.73
Subcontracts		\$0.00
Job Expense (B)		\$127.97
Material Cost		\$362.20
Total Direct Cost		\$906.90
Overhead 8 %		\$72.55
Sub Total		\$979.45
Profit 0 %		\$0.00
Sub Total		\$979.45
SD Contractors Excise Tax 0 %		\$0.00
Sub Total		\$979.45
Performance Bond		\$0.00
Total		\$979.45

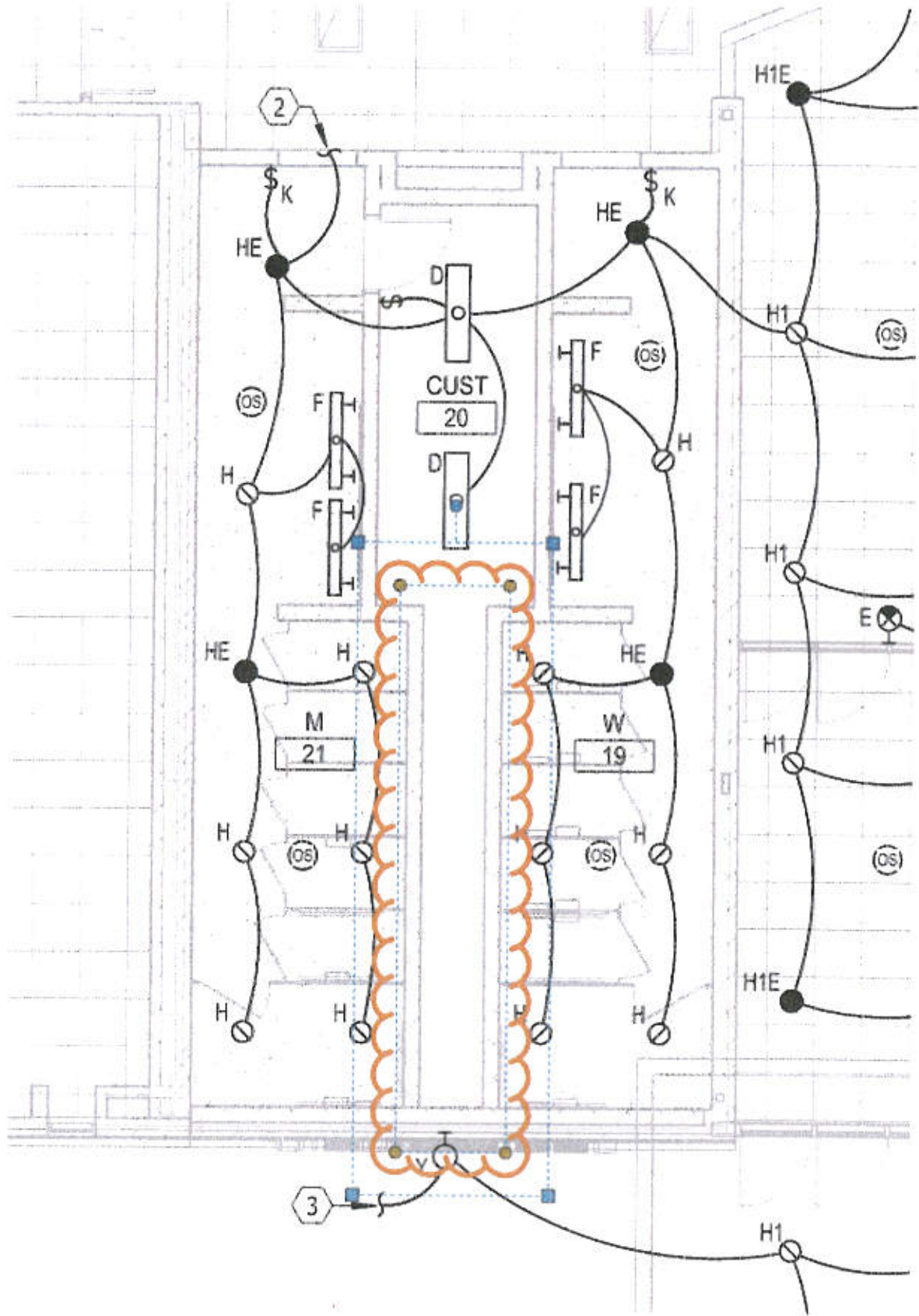
SubContractor Report

Subcontractor Name:	PO Number:	Phase:	Amount:
NONE	0	0	\$0.00
			\$0.00

Muth Electric - Estimate Detail Report

Muth Job Number: 5333
 Estimate#: 47934 Estimated By: RB
 Customer: Mills Construction
 Job Desc: RFP#53 Lighting add
 Location: Huron

Muth Item #	Description	Quantity	Material Cost	Material Extension	Labor Units	Labor Units Extension
	TYPE D FIXTURE	2	156	\$312.00	0.9000	1.80
EMT50	1/2" EMT CONDUIT	30	0.6175	\$18.53	0.0510	1.53
5215150	4 SQ 1 1/2 - 1/2 KO	2	0.715	\$1.43	0.2580	0.52
SSCNS50	1/2" EMT SS IT CONN STEEL	4	0.182	\$0.73	0.1050	0.42
SSCPS50	1/2" EMT SS COUPLING STEEL	1	0.156	\$0.16	0.0510	0.05
HPP	HARDWARE PER POUND	1	3.276	\$3.28	0.0000	0.00
GRPIG	GROUNDING PIGTAIL #12=GREEN	2	0.338	\$0.68	0.0675	0.14
THHN12	#12 THHN COPPER WIRE SOLID	90	0.14625	\$13.16	0.0072	0.65
52C1	4 SQ BLANK COVER	2	0.3432	\$0.69	0.0885	0.18
R/Y	WIRENUT RED YELLOW	8	0.104	\$0.62	0.0060	0.04
1H50	1/2" EMT 1 HOLE STRAPS	5	0.078	\$0.39	0.0510	0.26
		Totals		\$351.67		5.59





REQUEST FOR PROPOSAL (RFP)

RFP # 54

DATE: 9-28-2020

TO: Mills Construction

PROJECT: Huron HS/MS/Voc. School Improvements/#1849E

Owner Requested: Contractor Requested: _____ Unforeseen Conditions _____ Design Issue _____

Proposal Requests are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

Please submit an **itemized cost breakdown of all material and labor** in accordance with the General Conditions, for changes in contract sum and contract time, resulting from the following proposed modification(s) to the Contract Documents.

PLEASE SUBMIT PROPOSAL WITHIN TEN (10) DAYS OR LESS

DESCRIPTION OF WORK:

Huron Middle School:

1. Provide work associated with the hot water cross at the Huron Middle School.

ARCHITECT - KOCH HAZARD

A handwritten signature in black ink, appearing to read 'Chris Brockevelt', is written over a horizontal line.

Chris Brockevelt, Project Manager

REPRESENTATIVE

cc: Owner
Contractor
Consultants



Request for Proposal

1311 Main Avenue South
Brookings, SD 57006
(605) 697-3100

RFP Number: 54
Date: 10/05/2020

Regarding:
RFP #54 - Investigate Hot Water Cross-Over at MS

To:
Huron School District 2-2
150 5th Street SW
Huron, SD 57350

Job Site:
Huron School Improvements

Requested By: Paul M Sahr	Phone: (605) 690-4545	E-mail: psmills@brookings.net
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Recipients: Kelly Christopherson	Phone:	E-mail:
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Requested Change:
RFP #54 - Investigate Hot Water Cross-Over at MS

This RFP includes time to investigate a hot water crossover at the middles school. During the investigation, the cross-over issue resolved itself and it was assumed to be a stuck valve that let go once the investigation was completed.

RFP Total	\$ 1049.19
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Please respond by: 10/09/2020

Paul Sahr

Paul M Sahr
Mills Construction, Inc.

Architect

Kelly Christopherson

Hander Inc.

WORK CHANGE PROPOSAL

Hander Change Proposal Number:	CP-6R1	Date:	10/5/20
Architect RFP Number:	054		
RFP Item Number:	1	RFP Item Description:	Troubleshoot Hot Water Cross Connection
Contractor Name:	Hander Inc. Plumbing & Heating		
Project Name:	Huron HS/MS/Voc. School Improvements		
Contractor Project Number:	19254		
Bid Package Number:	N/A		
		GC/CM/CMR:	Mills Construction
		Project Architect:	Koch Hazard Architects

Contract Time Extension Requested?		Yes/ No?	No. of Calendar Days?
		No	N/A
BRIEF DESCRIPTION OF WORK: (INCLUDE JUSTIFICATION AND REASONING FOR ALL COSTS AS PRESENTED BELOW)			
Investigate domestic hot water cross connection at the Middle School.			
SELF-PERFORMED WORK ITEMS			
LABOR		LABOR	TOTALS
LABOR ITEM	LABOR HOURS	LABOR RATE	
Investigate	13	60 \$	780.00
Office/Shop Time	1	60 \$	60.00
		\$	-
		\$	-
		\$	-
Total - Labor Costs			840.00
MATERIAL			
MATERIAL ITEM	QUANTITY	UNIT PRICE	
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal of Bare Material Costs			\$ -
Sales Tax			6.5%
Total - Material Costs			\$ -
EQUIPMENT			
EQUIPMENT ITEM	HOURS	RATE	
Total - Equipment Costs			\$ -
TOTAL - SELF PERFORMED WORK		\$ 840.00	\$ 840.00
Overhead and Profit - Self Performed Work -		8.0%	\$ 67.20
MISCELLANEOUS			
Description	Detail		
Mileage (1 trip Mitchell to Huron & back)	110 mi @ \$0.575/mi		\$ 63.25
			\$ -
MISC TOTALS			\$ 63.25
Overhead and Profit - Misc. Work -			0.0%
Total Cost of Change (Self Performed + Subcontract + O/P's)			\$ 970.45
TOTAL CHANGE PROPOSAL AMOUNT			\$ 970.00

Submitted by:
 Hander Inc. Plumbing & Heating
 Brent Mannes, PE, Project Manager

Accepted by: _____